



## Regular Council Meeting Agenda

April 3, 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 April 3, 2018

That the published agenda for the April 3, 2018 Regular Council Meeting be adopted as presented / amended.
5. Adoption of Minutes
  - 5.1 Regular Council Meeting Minutes for March 19, 2018

That the minutes of the Regular Council Meeting held March 19, 2018 be adopted as circulated.
6. Public Presentations
7. Unfinished Business
8. Reports from Administration
  - 8.1 Community Services Report 2018-008

RE: Results of Request for Tender - Supply of Three Trucks 2018

That Community Services Report 2018-008, entitled "Results of Request for Tender - Supply of Three Trucks 2018", prepared by Jackson Tang, Assistant Manager, Business Services and submitted by Doug Sweet, Director of Community Services, dated April 3, 2018 be received;

And that Council award the Request for Tender Supply of Three Trucks 2018 to Ken Knapp Ford in the amount of \$122,084.52 including applicable taxes.
  - 8.2 Community Services Report 2018-009

RE: Harrow Lion's Club and Hall

That Community Services Report 2018-009, entitled "Harrow Lions Club and Hall", prepared and submitted by Doug Sweet, Director of Community Services, dated April 3, 2018 informing Council that effective July 31, 2018 the Harrow Lions Club lease to operate the Lions Hall facility located on McAfee Street in Harrow will be terminated, and

the operations of the Lion's Hall will be turned back over to the Town of Essex, be received.

- 8.3 Community Services Report 2018-010** 21
- RE: Significant Event Status - 26th Annual Colchester Walleye Derby - Saturday, June 9, 2018
- That** Community Services Report 2018-010, entitled "Significant Event Status - 26th Annual Colchester Walleye Derby - Saturday, June 9, 2018", prepared and submitted by Doug Sweet, Director of Community Services dated April 3, 2018, be received;
- And that** Council approve the 26th Annual Colchester Walleye Derby for Significant Event Status for the purpose of applying for their Special Occasion Permit (SOP) for the event to be held on Saturday, June 9, 2018.
- 8.4 Community Services Report 2018-011** 23
- RE: Significant Event Status - 31st Essex Fun Fest - July 5, 6, 7, and 8, 2018
- That** Community Services Report 2018-011, entitled "Significant Event Status - 31st Essex Fun Fest - July 5, 6, 7, and 8, 2018", prepared and submitted by Doug Sweet, Director of Community Services, dated April 3, 2018, be received;
- And that** Council approve the 31st Essex Fun Fest for Significant Event Status for the purpose of applying for their Special Occasion Permit (SOP) for the event to be held on July 5, 6, 7, and 8, 2018.
- 8.5 Planning Report 2018-15** 25
- RE: Rezoning application 80 Maidstone Avenue West (Ward 1)
- That** Planning Report 2018-15, entitled "Rezoning application 80 Maidstone Avenue West (Ward 1)", prepared by Jeff Watson, Policy Planner, and submitted by Chris Nepszy, Director of Infrastructure and Development, dated April 3, 2018 recommending the preparation of a by-law to provide for the rezoning to a special residential zoning category to permit semi-detached and townhome dwellings, in addition to the presently permitted single detached dwellings, be received;
- And that** Council support and authorize the preparation of a by-law to provide for the rezoning to lands at 80 Maidstone Avenue West, from R1.1 to R2.3 to permit single detached, semi-detached and townhome dwellings.
- 8.6 Planning Report 2018-18** 34
- RE: 106 Talbot Road North Rezoning
- By-Law 1691  
Being a by-law to amend By-Law 1037 The Comprehensive Zoning By-Law for the Town of Essex
- That** Planning Report 2018-18, entitled "106 Talbot Road North Rezoning", prepared by Rita Jabbour, Assistant Planner, and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018 recommending the rezoning application of lands at 106 Talbot Road North, be received;

**And that** Council approve the rezoning of lands at 106 Talbot Road North;

**And that** By-Law 1691 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 April 3, 2018.

**8.7 Clerks Report 2018-05 48**

RE: 2018 Municipal Election Accessibility Plan

**That** Clerks Report 2018-05, entitled "2018 Municipal Election Accessibility Plan", prepared by Laurie Brett, Deputy Clerk, and submitted by Robert Auger, Clerk, dated April 3, 2018 advising Council on the plans to ensure that persons with disabilities have the opportunity to participate fully in the 2018 municipal election process, be received for Council Information purposes.

**8.8 Clerks Report 2018-06 62**

RE: Appointment to Fill Committee Vacancies

**That** Clerks Report 2018-06, entitled "Appointment to Fill Committee Vacancies", prepared by Laurie Brett, Deputy Clerk, and submitted by Robert Auger, Clerk, dated April 3, 2018 providing Council with a list of proposed candidates to fill the vacancy on both the Committee of Adjustment and Property Standards Committee, and to propose methods by which Council may select a new committee member, be received;

**That** Council appoints \_\_\_\_\_ (one person to be chosen) to fill the vacancy on the Committee of Adjustment and Property Standards Committee; and

**That** Schedule "A" to By-Law 1376 be amended accordingly.

**8.9 Infrastructure and Development Report 2018-04 74**

RE: Results of Request for Tender

Supply of Winter Control Equipment for a Tandem Plow Truck 2018 and Supply of Tandem Plow Truck Cab and Chassis 2018

**That** Infrastructure and Development Report 2018-04, entitled "Results of Request for Tender - Supply of Winter Control Equipment for a Tandem Plow Truck 2018 and Supply of Tandem Plow Truck Cab and Chassis 2018", prepared by Jackson Tang, Assistant Manager, Business Services, and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018, be received;

**And that** Council award the Request for Tenders as follows:

- a) ID-18-004 Supply of Winter Control Equipment for a Tandem Plow Truck 2018 to Viking-Cives Ltd. in the amount of \$107,214.33, including all applicable taxes; and
- b) ID-18-003 Supply of Tandem Plow Truck Cab and Chassis 2018 to Team Truck Centres Ltd., in the amount of \$143,989.38, including all applicable taxes.

**8.10 Communications Report 2018-01 77**

RE: Purchase of New Chain of Office

**That** Communications Report 2018-01, entitled "Purchase of New Chain

of Office", prepared and submitted by Alex Denonville, Manager, Communications, dated April 3, 2018 advising Council of the purchase of a new Chain of Office, be received.

**8.11 Drainage Report 2018-03**

80

RE: Appointment of a Drainage Engineer to prepare a report on behalf of Essex Region Conservation Authority ("ERCA") for a new pedestrian walkway over the Essex Outlet Drain

**That** Drainage Report 2018-03, entitled "Appointment of a Drainage Engineer to prepare a report on behalf of ERCA for a new pedestrian walkway over the Essex Outlet Drain", prepared by Norman Nussio, Assistant Manager, Operations/Drainage, and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018, be received;

**And that** Council appoint the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for a pedestrian walkway over the Essex Outlet Drain.

**8.12 Drainage Report 2018-04**

84

RE: Appointment of a Drainage Engineer to prepare a report for a new Access Culvert over the Bowler/South Malden Road Drain

**That** Drainage Report 2018-04, entitled "Appointment of a Drainage Engineer to prepare a report for a new Access Culvert over the Bowler/South Malden Road Drain", prepared by Norman Nussio, Assistant Manger, Operations/Drainage and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018, be received;

**And that** Council appoint the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for an access culvert over the Bowler/South Malden Road Drain.

**8.13 Drainage Report 2018-05**

88

RE: Appointment of a Drainage Engineer to prepare a report for a new Access Culvert over the 8th Concession West Drain

**That** Drainage Report 2018-05, entitled "Appointment of a Drainage Engineer to prepare a report for a new Access Culvert over the 8th Concession West Drain", prepared by Norman Nussio, Assistant Manager, Operations/Drainage, and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018, be received;

**And that** Council appoint the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for a new access culvert over the 8th Concession West Drain.

**8.14 Drainage Report 2018-06**

92

RE: Appointment of a Drainage Engineer to prepare a report for a new Access Culvert over the James Shepley Drain

**That** Drainage Report 2018-06, entitled "Appointment of a Drainage



Engineer to prepare a report for a new Access Culvert over the James Shepley Drain", prepared by Norman Nussio, Assistant Manager, Operations/Drainage, and submitted by Chris Nepszy, Director, Infrastructure and Development, dated April 3, 2018, be received;

**And that** Council appoint the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for a new access culvert over the James Shepley Drain.

**8.15      Economic Development Report 2018-005      96**

RE: Ontario's Main Street Revitalization Initiative

**That** Economic Development Report 2018-005, entitled "Ontario's Main Street Revitalization Initiative", prepared by Nelson Silveira, Economic Development Officer, and submitted by Donna Hunter, Chief Administrative Officer, dated April 3, 2018, providing Council with the next steps and an overview of the Main Street Revitalization Initiative recently established by the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA) administered by the Association of Municipalities of Ontario (AMO), be received.

**8.16      Economic Development Update Report      99**

RE: January - February 2018 Development

**That** the Town of Essex Economic Development Update, prepared by Nelson Silveira, Economic and Development Officer, providing Council with an update on development within the Town of Essex for the months of January and February 2018, be received.

**8.17      Chief Administrative Officer, Donna Hunter Verbal Report      100**

RE: Extension of Integrity Commissioner Agreement (By-Law 1468)

Seeking Council's support to authorize an additional extension to the Integrity Commissioner Agreement between The Corporation of the Town of Essex and Robert J. Swayze, Barrister and Solicitor, to December 31, 2018 to allow the Town to complete its procurement process.

**That** the verbal report by Chief Administrative Officer, Donna Hunter, seeking Council's approval to authorize an additional extension to the Integrity Commissioner Agreement between The Corporation of the Town of Essex and Robert J. Swayze, Barrister and Solicitor, to December 31, 2018 to allow the Town to complete its procurement process.

**8.18      Chief Administrative Officer - Donna Hunter Verbal Report      101**

RE: Update(s) on Planning, Building and Economic Development offices/facilities

**That** the verbal report by Chief Administrative Officer, Donna Hunter's providing Council with update(s) on renovations to house Planning, Building and Economic Development offices/facilities.

**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	Minister of Seniors Affairs	102
	RE: 2018 Senior of the Year Award Call for nomination deadline - April 30, 2018	
11.1.2	Essex Region Conservation Authority	103
	Letter of thanks for the opportunity to address Council on March 5, 2018.	
11.1.3	Town of Essex Resolution (R18-01-013) - Offering School Property to Municipalities	104
	As a result of Resolution R18-01-013 the following letters have been received:  City of Hamilton ((Support) Municipality of Tweed (Support) Township of Nairn and Hyman (Support) Municipality of Killarney (Support)	
11.1.4	Town of Essex Resolution (R18-03-096) - User Pay Childcare Services at AMO and FCM Conferences	109
	As a result of Resolution R18-03-096 the following letters have been received:  Township of Scugog (Received)	
11.1.5	AMO Policy Update	110
	RE: One-Third Tax Free Exemption for Municipal Officials  Providing Council with an update on the federal government's intention to eliminate the one-third tax free exemption for municipal elected officials in 2019.	

11.2 Correspondence to be considered for receipt and support

11.2.1	Greater Essex County District School Board	112
	RE: Cannabis - Production Facilities for Medical Purposes and Legalization  That correspondence from the Greater Essex County District School Board, dated March 22, 2018 asking Council to consider using their authority over land use regulations to create land use controls on cannabis production facilities for medical purposes and cannabis retail stores, in order to limit the proximity to school facilities and to establish a process to inform school boards of any potential sites, be (received/received and supported).	
11.2.2	Town of Lakeshore	114

RE: Dog Pound Services

Seeking Council's input and comments regarding the short and long term vision of the dog pound and possible name change of facility.

Moved by

Seconded by

**That** the Town of Lakeshore, dated March 9, 2018 inviting the Town of Essex to provide input and comments regarding the short term and long term vision of the dog pound and possible name change of the facility, be (received/received and supported).

**12. Committee Meeting Minutes**

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

12.1	Essex Police Services Board - March 8, 2018	117
12.2	Arts, Culture and Tourism (ACT) - March 14, 2018	120
12.3	Fun Fest - March 22, 2018	124

**13. Financial**

**14. New Business**

**15. Notices of Motion**

15.1	The following Notices of Motion were presented at the March 19, 2018 Regular Council Meeting and are being brought forward for consideration this evening:	129
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15.1.1 Councillor Rogers

RE: That the Town of Essex engage an engineering firm to develop the required engineering to reconstruct Snake Lane in Ward 3.

Moved by Councillor Rogers

Seconded by

**That** the Town of Essex engage an engineering firm to develop the required engineering to reconstruct Snake Lane in Ward 3.

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

**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.

15.1.3 Councillor Voakes

RE: That all of Essex be included in the Community Improvement Program Area and if need be that the monies be taken from the landfill reserves to fund it.

Moved by Councillor Voakes  
Seconded by

**That** all of Essex be included in the Community Improvement Program Area and if need be the monies be taken from the landfill reserves to fund it.

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 1688 130

Being a by-law to confirm the proceedings of the March 19, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

**That** By-Law 1688, being a by-law to confirm the proceedings of the March 19, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex, be read a third time and finally passed on March 19, 2018.

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

17.2.1 By-Law 1692 132

Being a by-law to Appoint a Manager, Human Resources for the Town of Essex

**That** By-Law 1692, being a by-law to appoint a Manager, Human Resources for the Town of Essex, be read a first, a second and a third time and finally passed on April 3, 2018.

17.2.2 By-Law 1694 133

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

**That** By-Law 1694, being a by-law to authorize an agreement between Her Majesty the Queen in Right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs (the "Province") and The Corporation of the Town of Essex (the "Recipient"), be read a first, a second and a third time and finally passed on April 3, 2018.

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

#### **17.3.1 By-Law 1695 168**

Being a by-law for the declaration of surplus lands by The Corporation of the Town of Essex  
(Part of Tawasentha Park)

**That** By-Law 1695, being a by-law for the declaration of surplus lands by The Corporation of the Town of Essex, be read a first and a second time and provisionally adopted on April 3, 2018.

#### **17.3.2 By-Law 1696 170**

Being a by-law to confirm the proceedings of the April 3, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

**That** By-Law 1696, being a by-law to confirm the proceedings of the April 3, 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 on April 3, 2018.

### **18. Adjournment**

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

### **19. Future Meetings**

#### **19.1 Monday, April 16, 2018 - 4:30 - 6:00 PM - Special Council Meeting**

This Special Council Meeting is being held to receive information from Jeff Watson, Policy Planner relating to Ontario's Climate Change Action Plan.

Location: County of Essex Council Chambers, 360 Fairview Ave. West, Essex

#### **19.2 Monday, April 16, 2018 - 6:00 - 9:00 PM - Regular Council Meeting**

Location: County of Essex Council Chambers, 360 Fairview Ave. West, Essex

#### **19.3 Monday, April 23, 2018 - 6:00 - 8:00 PM - Special Council Meeting**

Development Charges Commercial Notice

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

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

March 19, 2018, 6:00 pm  
Essex Civic Centre  
360 Fairview Avenue West  
Essex, Ontario

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

Also Present: Donna Hunter, Chief Administrative Officer  
Chris Nepszy, Director of Infrastructure  
Doug Sweet, Director of Community Services  
Jeff Morrison, Director of Corporate Services  
Rick Arnel, Fire Chief  
Rick Malott, Deputy Fire Chief  
Alex Denonville, Manager, Communications  
Jeff Watson, Policy Planner  
Nelson Silveira, Economic Development Officer  
Laurie Brett, Deputy Clerk  
Lynn Moroz, Administrative Assistant

Evha Hoffman, Youth Council Representative  
Ethan Robinson, Youth Council Representative

**1. Call to Order**

**2. Closed Meeting Report**

Laurie Brett, Deputy Clerk, reported that Council had met in closed session earlier this evening pursuant to Section 239 of the Municipal Act, and had received and or discussed information regarding proposed or pending acquisition of land pursuant to Section 239(2)(c) of the Municipal Act. Council also received and or discussed information regarding litigation or potential litigation affecting the municipality pursuant to Section 239(2)(e) of the Municipal Act.

**3. Declarations of Conflict of Interest**

There were no declarations of conflict of interest.

**4. Adoption of Published Agenda**

**4.1 Regular Council Meeting Agenda for March 19, 2018**

Moved By Councillor Rogers  
Seconded By Councillor Bondy

**(R18-03-103) That** the published agenda for the March 19, 2018 Regular Council Meeting be adopted with the following amendments:

- Notice of Motion by Councillor Rogers that the Town of Essex engage an engineering firm to develop the required engineering to reconstruct Snake Lane in Ward 3,
- A Notice of Motion by Councillor Rogers 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.

**Carried**

**5. Adoption of Minutes**

**5.1 Regular Council Meeting Minutes for March 5, 2018**

Moved By Councillor Snively  
Seconded By Councillor Voakes

**(R18-03-104) That** the minutes of the Regular Council Meeting held March 5, 2018 be adopted as circulated.

**Carried**

**6. Public Presentations**

**6.1 Emergency Alert System**

Presentation by Deputy Fire Chief Rick Malott and Alex Denonville, Manager, Communications

Deputy Fire Chief Rick Malott and Alex Denonville, Manager, Communications appeared before Council to announce the launch of the Emergency Alert System that is now available to Town of Essex residents. The Emergency Alert system is powered by Everbridge to send out simultaneous notifications to any device: phones, emails, fax machines, etc. A media campaign will be launched this week to encourage residents to register for the service. Residents will be able to register on line for this service or by calling into the Municipal Office beginning April 3rd.

Moved By Councillor Snively  
Seconded By Councillor Rogers

**(R18-03-105) That** the verbal report and power point presentation on the Essex Emergency Alert System given by Deputy Fire Chief Rick Malott and Alex Denonville, Manager, Communications be received as presented.

**Carried**

**7. Unfinished Business**

**8. Reports from Administration**

### **8.1 Corporate Services Report 2018-03**

RE: Extension Agreement - MacPherson

#### **By-Law 1680**

Being a by-law of the Corporation of the Town of Essex to authorize an extension agreement (MacPherson)

Moved By Councillor Bondy

Seconded By Councillor Rogers

**(R18-03-106) That** Corporate Services Report 2018-03, entitled "Extension Agreement - MacPherson", prepared and submitted by Jeffrey Morrison, Director of Corporate Services, dated March 19, 2018 recommending that the Town enter into an extension agreement for the payment of outstanding taxes, be received;

**And that** By-Law 1680 being a by-law of the Corporation of the Town of Essex to authorize an extension agreement between the Town of Essex and Paul and Anna MacPherson for the payment of outstanding taxes be read a first, a second and a third time and finally passed on March 19, 2018.

**Carried**

### **8.2 Community Services Report 2018-004**

RE: April Pools Day and Community CPR Day

Moved By Deputy Mayor Meloche

Seconded By Councillor Rogers

**(R18-03-107) That** Community Services Report 2018-004, entitled "April Pools Day and Community CPR Day", prepared by Cynthia Cakebread, Manager of Recreation and Culture, and submitted by Doug Sweet, Director of Community Services, dated March 19, 2018 informing Council of the April Pools Day and Community CPR Day on Saturday, April 7 at the Essex Recreation Complex, be received.

**Carried**

### **8.3 Community Services Report 2018-006**

RE: 2018 Communities in Bloom Legacy Tree Program

Moved By Councillor Snively

Seconded By Councillor Bondy

**(R18-03-108) That** Community Services Report 2018-006, entitled "2018 Communities in Bloom Legacy Tree Program", prepared and submitted by Doug Sweet, Director of Community Services, dated March 19, 2018 informing Council of the Legacy Tree Program partnership with the six (6) elementary schools within the Town of Essex to recognize Earth Day on Friday, April 20, 2018, be received.

**Carried**

### **8.4 Community Services Report 2018-007**



RE: Special Events Resource Team (SERT) March Update

Moved By Councillor Voakes

Seconded By Councillor Bondy

**(R18-03-109) That** Community Services Report 2018-007, entitled "Special Events Resource Team (SERT) March Update", prepared and submitted by Doug Sweet, Director of Community Services, dated March 19, 2018, be received.

**Carried**

#### **8.5 Building Department Report 2018-02**

RE: February 2018 Building Report

Moved By Councillor Voakes

Seconded By Councillor Bjorkman

**(R18-03-110) That** Building Department Report 2018-02, entitled "February 2018 Building Report", dated March 7, 2018 providing Council with an update on building activity within the Town of Essex for the month of February, be received.

**Carried**

#### **8.6 Planning Report 2018-011**

RE: Agriculture related activities and the Zoning By-Law (Wards 2 and 3)

Moved By Deputy Mayor Meloche

Seconded By Councillor Rogers

**(R18-03-111) That** Planning Report 2018-11, entitled "Agriculture related activities and the Zoning By-Law (Wards 2 and 3)", prepared by Jeff Watson, Policy Planner, and submitted by Chris Nepszy, Director of Infrastructure and Development, dated March 19, 2018 informing Council that revisions are being considered to the Town's General Zoning By-Law 1037, in order to bring closer conformity with the guideline provisions of Ontario's "Guidelines on Permitted Uses in Ontario's Prime Agricultural Areas", be tabled until public consultation has been completed.

**Carried**

#### **8.7 Planning Report 2018-12**

RE: Colchester and County Road 50 Community Improvement Plan (Ward 3)

Moved By Councillor Snively

Seconded By Councillor Rogers

**(R18-03-112) That** Planning Report 2018-12, entitled "Colchester and County Road 50 Community Improvement Plan (Ward 3)", prepared by Jeff Watson, Policy Planner, and submitted by Chris Nepszy, Director of Infrastructure and Development, dated March 19, 2018 recommending the preparation of a by-law to provide for the expansion of the Colchester Centre Community Improvement Plan, be received;

**And that** Council authorize the preparation of a by-law to provide for the expansion of the Colchester Centre Community Improvement Plan to take in the lands fronting on the north and south sides of County Road 50 (CR50), from County Road 41 to Dunn Road, and from County Road 13 to County Road 23, and the south (Lakefront) side of Adelaide Road, west of Dunn Road.

**Carried**

#### **8.8 Clerks Report 2018-04**

RE: Appointment of Animal Control Appeal Committee

Moved By Councillor Bondy

Seconded By Councillor Rogers

**(R18-03-113) That** Clerks Report 2018-04, entitled "Appointment of Animal Control Appeal Committee", prepared by Laurie Brett, Deputy Clerk, and submitted by Robert Auger, Clerk, dated March 19, 2018 recommending the appointment of three members to the Animal Control Appeal Committee, be received;

**And that** Council appoint Diane Pouget, Richard Kokovai and Paul Tonon as members of the Animal Control Appeal Committee for the limited purpose of adjudicating an upcoming appeal.

**Carried**

#### **8.9 Drainage Report 2018-02**

RE: Appointment of a Drainage Engineer to prepare a Report for repairs and improvements to Maple Avenue Drain

Moved By Deputy Mayor Meloche

Seconded By Councillor Bjorkman

**(R18-03-114) That** Drainage Report 2018-02, entitled "Appointment of a Drainage Engineer to prepare a Report for repairs and improvements to Maple Avenue Drain", prepared by Dan Boudreau, Manager, Operations/Drainage and submitted by Chris Nepszy, Director, Infrastructure and Development, dated March 19, 2018, be received;

**And that** Council appoint the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act R.S.O. 1990 to prepare a new drainage report for the repairs to the Maple Avenue Drain.

**Carried**

#### **8.10 Infrastructure and Development Report 2018-03**

RE: Engineering Consulting Services for Culvert ID#200302 (4th Concession and Drummond Road)

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

Moved By Councillor Bondy

Seconded By Mayor McDermott

**(R18-03-115) That** Infrastructure and Development Report 2018-03, entitled "Engineering Consulting Services for Culvert ID# 200302 (4th Concession and Drummond Road)", prepared and submitted by Chris Nepszy, Director, Infrastructure and Development, dated March 19, 2018, and the Request to Council to Waive Requirement for Proposals, Tenders and Quotations, be received;

**And that** in accordance with the completed request under Section 22(3) of the Town of Essex Procurement By-Law 1043, Council appoint RC Spencer Associates Incorporated (RC Spencer) to provide engineering design and construction administrative services for Culvert ID# 200302, in the amount of \$44,000.

**Carried**

**9. Reports from Youth Members**

Evha Hoffman, Youth Council Representative, reported that the McGregor Squirettes will be hosting an Easter Egg Hunt at the McGregor Parkette on March 30th. Breakfast will be served prior to the hunt at 9 a.m. Admission is the donation of socks or underwear which will be donated to the St. Vincent de Paul.

Moved By Councillor Bondy  
Seconded By Councillor Rogers

**(R18-03-116) That** the Youth Council Report given by Evha Hoffman on the Easter Egg Hunt put on by the McGregor Squirettes be received.

**Carried**

**10. County Council Update**

Deputy Mayor Meloche reported that the County of Essex and the City of Windsor have partnered to bid jointly on hosting the Association of Municipalities of Ontario (AMO) conference for the years 2021, 2022, 2023, and 2024. He said that if successful in the bidding process they would be looking for volunteers to help. He also noted that the previous AMO Conference in this area had been very successful in attracting many return visitors to the area.

Moved By Councillor Bjorkman  
Seconded By Councillor Rogers

**(R18-03-117) That** the Essex County Report given by Deputy Mayor Meloche regarding the partnership of the County of Essex and the City of Windsor to bid on hosting the Association of Municipalities (AMO) Conference for the years 2021, 2022, 2023, and 2024 be received.

**Carried**

**11. Correspondence**

**11.1 Correspondence to be received**

Moved By Deputy Mayor Meloche  
Seconded By Councillor Bjorkman

**(R18-03-118) 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 Minister of Health and Long Term Care

Honourable Dr. Helena Jaczek

RE: Health Matters in the Region

A copy of the correspondence from the Town of Essex inviting the Minister of Health and Long Term Care to attend an Essex Council Meeting to discuss short and long term plans regarding health matters in the region.

- November 8, 2017 correspondence to the Honourable Dr. Eric Hoskins inviting him to an Essex Council Meeting to discuss health matters in the region.
- November 23, 2017 email from Konstantina Kollias, relaying regrets on behalf of Minister Hoskins.
- January 3, 2018 correspondence to the Honourable Dr. Eric Hoskins extending a second invitation to attend an Essex Council Meeting to discuss Emergency Care and procedures.

11.1.2 OMB Review

RE: Ministry of Municipal Affairs, Provincial Planning Policy Branch  
Planning Act Regulations related to the Building Better Communities  
and Conserving Watersheds Act, 2017

11.1.3 AMO Communications

RE: AMO Policy Update  
Cannabis Legalization Implementation - Municipal Funding  
Announcements

11.1.4 Sylvia Jones, MPP Dufferin-Caledon

A copy of the correspondence from Sylvia Jones M.P.P. Dufferin-Caledon, dated February 8, 2018 sent to the Honourable Chris Ballard, Ministry of Environment and Climate Change, concerning the redundant reporting requirements for municipal Asset Management Plans and urging the Ministry of Environment and Climate Change to share information on sewage bypasses with the Ministry of Infrastructure.

11.1.5 Town of Essex Resolution: Offering School Properties to Municipalities

At the January 15, 2018 Regular Council Meeting, Council passed Resolution (R18-01-013) "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."

As a result the following letters have been received:

City of Stratford (No action taken)  
Municipality of Dutton Dunwich (Support)  
Municipality of Mattice Val Cote (Support)  
Township of Whitewater Region (Support)  
City of St. Catherines (Filed request)  
Town of Georgina (Support)  
Township of Malahide (Support)  
Township of Tudor and Cashel (Support)  
Municipality of Trent Lakes (Support)  
Municipality of Neebing (Support)  
Township of Macdonald, Meredith & Aberdeen Add'l (Support)  
Township of St. Joseph (Support)  
District of Parry Sound (Support)  
Township of Armour (Support)  
Village of Sunridge (Support)  
Town of LaSalle (Support)  
Township of Hornepayne (Support)

11.1.6 John Scott

RE: Resignation from the Committee of Adjustment and Property  
Standards Committee

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

11.2.1 Jesse Voyer and Bradley Thoman

RE: Essex Noise By-Law 690 Exemption

57 Park Lane on May 20, 2018 past 12:00 AM

Moved By Councillor Voakes

Seconded By Councillor Bjorkman

**(R18-03-119) That** the email from Jesse Voyer and Bradley Thoman, dated March 1, 2018 seeking Council's permission for an exemption from the Town of Essex Noise By-Law 690 at 57 Park Lane in Essex, on May 20, 2018, be received and approved;

**And that** a copy of the correspondence be sent to the By-Law Department and the Ontario Provincial Police Essex Detachment for their records.

**Carried**

**12. Committee Meeting Minutes**

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

**(R18-03-120) That** correspondence listed in Agenda Item 12, together with any recommendations noted therein be received, and adopted as circulated.

**Carried**

**12.1 Essex Centre B.I.A. - January 9, 2018**

**12.2 Finance Committee - March 12, 2018**

(FC-2018-03-03) **Recommendation to Council** that the 2018 grants for the Essex Community Partnership Fund be approved as attached as Schedule "A".

(FC-2018-03-04) **Recommendation to Council** that the 2018 grants for the Essex Tourism Development Fund be approved as attached as Schedule "B".

**13. Financial**

**13.1 Bank Payments Report**

RE: December 2017

Moved By Councillor Voakes

Seconded By Councillor Rogers

**(R18-03-121) That** the Bank Payments Report, including December cheque register, cheque number 44676 to cheque number 45042 inclusive in the amount of \$4,776,627.89, the Preauthorized Payments for December 2017 in the amount of \$299,751.94, and the Payroll for December 2017 in the amount of \$461,846.39, be ratified as submitted.

**Carried**

**14. New Business**

**15. Notices of Motion**

**15.1 The following Notices of Motion were presented at the March 5, 2018 Regular Council Meeting and are being brought forward for consideration this evening:**

**15.1.1 Councillor Bondy**

RE: That Administration look at the development of a business closure prevention strategy and if unavoidable, conduct exit interviews upon businesses closing or leaving the Town of Essex.

Moved By Councillor Bondy

Seconded By Deputy Mayor Meloche

**(R18-03-122) That** Administration look at the development of a business closure prevention strategy and if unavoidable, conduct exit interviews upon businesses closing or leaving the Town of Essex.

**Carried**

**15.1.2 Councillor Voakes**

RE: That Council discuss the letter that was sent to the Minister of Health inviting him to Town Council and his lack of response, and to further discuss what is Council's position regarding emergency care in our community.

Moved By Councillor Voakes  
Seconded By

**That** Council discuss the letter that was sent to the Minister of Health inviting him to Town Council and his lack of response, and to further discuss what is Council's position regarding emergency care in our community.

Moved By Councillor Voakes  
Seconded By Councillor Bjorkman

**(R18-03-123) That** the Notice of Motion presented by Councillor Voakes requesting Council discussion of the letter of invitation that was sent to the Minister of Health be tabled until the new Minister of Health, Honourable Dr. Helena Jaczek has an opportunity to respond to the revised correspondence inviting her to attend a future meeting to discuss emergency care in our community.

**Carried**

**15.2 The following Notice of Motion will be brought forward for consideration at the April 3, 2018 Regular Council Meeting:**

15.2.1 Councillor Rogers

RE: That the Town of Essex engage an engineering firm to develop the required engineering to reconstruct Snake Lane in Ward 3.

15.2.2 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.

15.2.3 Councillor Voakes

That all of Essex be included in the Community Improvement Program Area and if need be the monies be taken from the reserves to fund it.

**16. Reports from Council Members**

Councillor Bjorkman reported on the following events:

The Windsor Symphony Orchestra will be performing at the Essex United Church on Friday, March 23rd at 7 PM and;

The Essex and Community Historical Research Society (ECHRS) will be holding its annual Historical Celebration and Fundraiser Dinner at the Essex Royal Canadian Legion, Branch 201 on Saturday, March 31, 2018 at 5:30 PM. Tickets for this event are \$20.

**17. Announcements**

**18. By-Laws**

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

#### 18.1.1 By-Law 1681

Being a by-law to provide Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards

Moved By Councillor Bjorkman

Seconded By Councillor Rogers

**(R18-03-124) That** By-Law 1681 being a by-law to provide Rules of Procedure for the Conduct of Meetings of the Municipal Council and its Committees and Boards be read a third time and finally passed on March 19, 2018.

**Carried**

#### 18.1.2 By-Law 1683

Being a by-law to confirm the proceedings of the March 5, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex

Moved By Deputy Mayor Meloche

Seconded By Councillor Bjorkman

**(R18-03-125) That** By-Law 1683 being a by-law to confirm the proceedings of the March 5, 2018 Regular Meeting of the Council of The Corporation of the Town of Essex be read a third time and finally passed on March 19, 2018.

**Carried**

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

#### 18.2.1 By-Law 1685

Being a by-law to provide for an interim tax levy and to provide for the payment of taxes and to provide for penalty and interest

Moved By Councillor Rogers

Seconded By Councillor Snively

**(R18-03-126) That** By-Law 1685 being a by-law to provide for an interim tax levy and to provide for the payment of taxes and to provide for penalty and interest be read a first, a second and a third time and finally passed on March 19, 2018.

**Carried**

#### 18.2.2 By-Law 1687

Being a by-law to appoint a Weed Inspector for the Town of Essex for the year 2018

Moved By Councillor Bjorkman

Seconded By Councillor Voakes

**(R18-03-127) That** By-Law 1687 being a by-law to appoint a Weed Inspector for the Town of Essex for the year 2018 be read a first, a second and a third time and finally passed on March 19, 2018.



**Carried**

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

**18.3.1 By-Law 1688**

Being a by-law to confirm the proceedings of the March 19, 2018  
Regular Meeting of the Council of The Corporation of the Town of Essex

Moved By Deputy Mayor Meloche

Seconded By Councillor Voakes

**(R18-03-128) That** By-Law 1688 being a by-law to confirm the  
proceedings of the March 19, 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 on March 19, 2018.

**Carried**

**19. Adjournment**

Moved By Councillor Bjorkman

Seconded By Deputy Mayor Meloche

**(R18-03-129) That** the meeting be adjourned at 7:33 pm

**Carried**

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Mayor

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Deputy Clerk



## Report to Council

Department: Community Services

Date: April 03, 2018

Prepared by: Jackson Tang, Assistant Manager, Business Services

Submitted by: Doug Sweet, Director, Community Services

Report Number: Community Services Report 2018-008

Subject: Results of Request for Tender - Supply of Three Trucks 2018

Number of Pages: 3

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

It is recommended that:

1. Community Services Report 2018-008 entitled "Results of Request for Tender - Supply of Three Trucks 2018 be received; and
2. Council award the Request for Tender Supply of Three Trucks 2018 to Ken Knapp Ford in the amount of one hundred and twenty two thousand, eighty four dollars and fifty two cents (\$122,084.52) 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 the Town with three different trucks.

## Background

The Town of Essex is updating and enhancing its vehicle fleet. As a result, the Town has to purchase three different trucks to be utilized by the Community Services Department.

A Request for Tender, following the guidelines as set out in the Town's Procurement By-Law Number 1043 was posted both on the Town's website and Merx, and closed on March 07, 2018 at 3:00:00 pm.

One Tender was received and reviewed for arithmetic errors, completeness, legibility, revisions and irregularities. In addition, there were no apparent unbalanced prices in the Schedule of Items and Prices as compared with last year's purchase prices for similar models. The results of the submitted tender prices including applicable taxes for different trucks are noted in Tables below:

Supply of Three Trucks 2018

	Ken Knapp Ford (Tender Price including applicable taxes )
Three Quarter Ton Regular Cab and Chassis Truck 2018	\$46,117.63
Three Quarter Ton Commercial Cargo Van 2018	\$37,399.85
Half Ton Regular Cab Two Wheel Drive Pick-Up Truck 2018	\$38,567.04
Total Tender Price including applicable taxes	\$122,084.52

Ken Knapp Ford submitted the compliant bid for every truck and they have provided the Town with similar vehicles three years ago satisfactorily.

## Financial Impact

As per the 2018 approved capital budget, funds have been allocated towards the three trucks respectively as follows:-

Item No.	Description	Ken Knapp Ford (Tender Price including applicable taxes )	2018 Approved Capital Budget
1	Three Quarter Ton Regular Cab and Chassis Truck 2018	\$46,117.63	\$40,000.00
2	Three Quarter Ton Commercial Cargo Van 2018	\$37,399.85	\$48,729.00
3	Half Ton Regular Cab Two Wheel Drive Pick-Up Truck 2018	\$38,567.04	\$40,000.00
Total amount		\$122,084.52	\$128,729.00

The 2018 approved capital budget of Item No. 1 is not sufficient to cover the tender price and additional funds of \$6,117.63 are required. The amount of both Item No.2 and Item No.3 fall within the 2018 approved capital budget with remaining funds of \$12,762.11. The remaining funds will be transferred to cover the shortage of Item No. 1 and to outfit the trucks with all necessary accessories including ladder rack, tool boxes and shelves.

Reviewed by: Doug Sweet, Director, Community Services

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

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

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

Department: Community Services

Date: April 3, 2018

Prepared by: Doug Sweet, Director of Community Services

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services Report 2018-009

Subject: Harrow Lion's Club and Hall

Number of Pages: 5

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

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

1. That Community Services Report 2018-009 entitled "Harrow Lions Club and Hall" **be received**, for Council information.

### **Reason For Report**

To inform Council that effective July 31, 2018 the Harrow Lions Club will be dissolving and their lease to operate the Lions Hall facility located on McAfee Street in Harrow will be terminated and the operations of the Lion's Hall will be turned back over to the Town of Essex.

### **Background**

The Harrow Lions Club, the Town of Harrow and the Harrow Agricultural Society entered into an agreement prior to amalgamation that the town owned property known as the Lions Hall on McAfee Street in Harrow (Appendix "A" – Lions Hall photos) would have the Harrow Lions Club operate and manage the hall which included paying all utility bills. The agreement also stated that the Harrow Agricultural Society would have exclusive access to the facility for the

annual Harrow Fair for two (2) weeks prior to the fair and one (1) week after, and the Town would maintain the facility on its facility inventory for insurance purposes.

On February 5, 2018, Town Administration met with the Harrow Lions Club executive where they unfortunately notified the Town that effective July 31, 2018 the club will be dissolving and they would be handing back the operation of the facility to the Town (Appendix "B" – Harrow Lions Club Letter).

Besides the Harrow Lions Club, the regular users of the facility were the local Cubs and at times a local sorority. The Town will contact both groups to let them know they will still be able to use the facility but the new contact for bookings would be the Town of Essex.

The facility is mainly one large meeting space with a kitchen and washrooms (Appendix "C" – floor plan). The facility is in overall good condition however, the Town will need to look at costs to upgrade the washroom facilities in future budgets. As of August 1, 2018, the Community Services Department will list the facility as another rental/programming option for Town and public use.

## **Financial Impact**

Effective August 1, 2018, the Town of Essex will be responsible for the day-to-day operations of the Harrow Lions Hall, which will include all utilities. The Lions Club on average was paying approximately two hundred dollars (\$200) a month in utilities which consisted of gas, hydro and water. The Town will need to absorb these costs in its 2018 Parks operating budget and allocate funds for this facility in future budgets. The Department of Community Services will look for rental opportunities to offset operating expenses for the facility.

## **Link to Strategic Priorities**

This report contributes to the following Council strategic policies:

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

Reviewed by: Donna Hunter, Chief Administrative Officer

Concur

Reviewed by: Jeffrey Morrison, Director, Corporate Services

Concur

## Schedule "A" – Harrow Lions Hall Building - Photos





## Schedule "B" – Harrow Lions Club– Letter



### Harrow Colchester South Lions Club

P.O. BOX 1079 Harrow, Ontario N0R 1G0

March 08, 2018

To:  
Town of Essex  
Harrow Parks & Recreation

It is with great regret that the membership of the Harrow Colchester South Lions Club is in the process of dissolving our charter.


Therefore we will have to forfeit our lease on the building formerly know as the Harrow Scout Hall located at 206 McAfee St, Harrow.

On February 5/18 Lions President Juliet Adam, Hall Manager Tab Kern and Secretary Ray Adam, met with the Town of Essex representative Doug Sweet and Parks & Recreation Manager Jay Affleck to discuss our intentions.


We informed them of the groups who currently use the hall and their schedules. Also the cost of the utilities.

At this meeting we have set a tentative date of July 31, 2018 to return the hall to the Town of Essex. We will keep you updated on all changes if any occur.

Enclosed is a copy of the Union Gas and ELK Energy bills as requested by Mr. Sweet.

  
Juliet Adam  
President H.C.S Lions

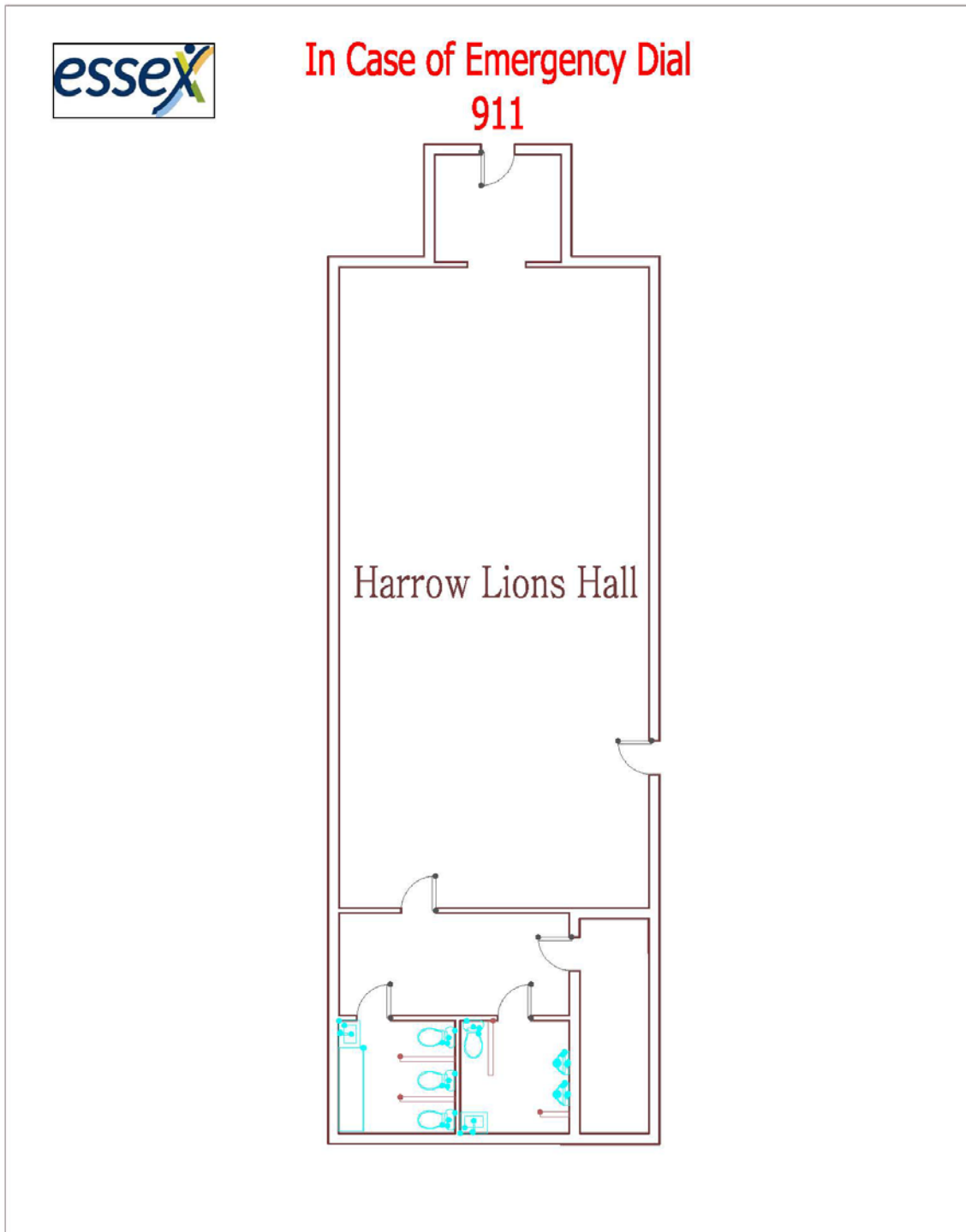
  
Tab Kern  
Hall Manager

  
Ray Adam  
Secretary





## Schedule "C" – Harrow Lions Club– Floor Plan



Department: Community Services

Date: April 3, 2018

Prepared by: Doug Sweet, Director of Community Services

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services Report 2018-010

Subject: Significant Event Status – 26th Annual Colchester Walleye Derby  
– Saturday, June 9, 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 2018-010 entitled "Significant Event Status – 26th Annual Colchester Walleye Derby – Saturday, June 9, 2018" be **received**, and further;
2. That Council **approves** the 26th Annual Colchester Walleye Derby for Significant Event Status for the purposes of applying for their Special Occasion Permit (SOP) for their event on Saturday, June 9, 2018.

### Reason For Report

To obtain Council approval for Significant Municipal Event Status for the twenty-sixth annual Colchester Walleye Derby on Saturday June 9, 2018.

### 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

Department: Community Services

Date: April 3, 2018

Prepared by: Doug Sweet, Director of Community Services

Submitted by: Doug Sweet, Director of Community Services

Report Number: Community Services Report 2018-011

Subject: Significant Event Status – 31st Essex Fun Fest – July 5, 6, 7, and 8, 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 2018-011 entitled "Significant Event Status – 31st Essex Fun Fest – July 5, 6, 7, and 8, 2018" be **received**, and further;
2. That Council **approves** the 31st Essex Fun Fest for Significant Event Status for the purposes of applying for their Special Occasion Permit (SOP) for their event on July 5, 6, 7, and 8, 2018.

### Reason For Report

To obtain Council approval for Significant Municipal Event Status for the thirty-first Essex Fun Fest on July 5, 6, 7, and 8, 2018.

### 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

Department: April 3, 2018  
 Prepared by: Jeff Watson, Policy Planner  
 Submitted by: Chris Nepszy, Director of Infrastructure and Development  
 Report Number: Planning 2018-15  
 Subject: Rezoning application 80 Maidstone Avenue West (Ward 1)  
 Number of Pages: 9

### Recommendation

That Planning be authorized by Council direction to submit a by-law changing the zoning of the lands, municipal address 80 Maidstone Avenue West, on the south side of Maidstone Avenue, west of Bell Avenue, from R1.1 to HR2.3 to permit single-detached, semi-detached and townhome dwellings.

### Reason for Report

A rezoning application has been made by Noah Homes, Walter Branco, agent, for the rezoning of lands, municipal address 80 Maidstone Avenue West, on the south side of Maidstone Avenue West, west of Bell Avenue. It is requested that the zoning be changed to a special residential zoning category to permit semi-detached and townhome dwellings in addition to the presently permitted single detached dwellings under the current R1.1 zoning.



A site plan showing two project options is attached as Appendix A.

## Comments

The property is designated Residential in the Town of Essex Official Plan and, under By-law 1037, zoned R1.1, which permits a single-detached dwelling on a lot having a lot width and lot area of 15m (50 feet) and 450 meters squared (5000 square feet). An accessory dwelling unit is also permitted in a single detached dwelling provided that the lot and dwelling meet all requirements of the R1.1 zoning and the dwelling continues to visually resemble a single detached dwelling.

The applicant, Noah Homes, is requesting a zoning change to permit a broader range of dwelling types, namely semi-detached and townhome dwellings. It is their intention to construct a more affordable and wider mix of dwellings than would be permitted on this site under the current zoning.

In accordance with the mandates of the Planning Act, a statutory public meeting was held on March 26, 2018, to permit Council to hear and receive public comments and submissions concerning this rezoning matter. Notice to all property owners within 120 meters of the site was given by mail, posted on our website and by the placement of a notification sign on the property.

Two letters and a petition were received from area residents prior to the meeting and 16 persons were in attendance at the meeting. Generally, 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.

A letter from the Windsor Essex District School Board was also received in response to public circulation. In it a request for a traffic impact study was made in light of the proximity of future access roads into the development and their alignment with the driveways to the Essex District High School and the additional traffic generated by the increased density. It was suggested that the property be subject to site plan control approval (which it is). The Board will also be notified if a plan of condominium is applied for in the future. It is noted that the County of Essex requires the submission of a traffic impact study as a part of an SPC application.

The property in question is well situated for new housing ranging from single-detached to townhome dwellings. It abuts Hunter Park; it is located near commercial and institutional uses and the site is within walking and cycling distance of downtown. One residential street, Bell Avenue, with 7 single-detached dwellings on its west side, abuts the subject site on the east and one dwelling is located immediately to the west.

In response to public inquiry, servicing concerns were addressed by the Manager of Infrastructure and Development and it was noted that the development was subject to site plan control (SPC). Consequently as part of an SPC submission, a storm water management study and a traffic impact statement would be required with the submission. Planning advised Council that matters related to building design, siting and buffering were open for discussion at the meeting and guidance from Council was sought in order to produce a draft by-law for formal review by Council.

The site plan agreement will incorporate landscaping and buffering features to mitigate the visual impact of higher density residential development to help preserve the amenities of the adjacent single-detached dwellings. The construction of a screening fence or dense evergreen planting, for example, can serve as a buffer between them.

#### Legislative and Policy Considerations:

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 below the average rent (Ministry of Housing). In Essex Centre 10 percent of families spend more than 30 percent of their income for owner occupied shelter, approximately \$1000.00 and higher monthly, and 42 percent for tenant occupied dwellings. Average monthly rent in the Town of Essex for a two bedroom apartment is \$760, low by regional standards. This low number is distorted by the high number of subsidized dwellings units, which represent almost all available rental housing.

Rental housing of any kind is difficult to find. 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.

This means that the Town has not met its commitment to provide an adequate mix of housing options to satisfy the needs of all residents. 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, owned housing in the \$200,000.00-



\$250,000.00 range or rental housing under \$1000.00 monthly. To help to meet this goal, the Town has:

1. Pre-zoned greenfield lands for a mix of housing – single, semi-detached and townhome units;
2. Zoned specific sites, such as the former Weston Bakery site, to multiple residential zoning;
3. Zoned for secondary dwelling units in our Primary Settlement Areas.

These efforts have not permitted the Town to realize its goal to supply a broad mix of new housing of various types, density and pricing. Our current inventory of rental housing generally and affordable housing is old; no new projects have been undertaken in two decades.

At the time this report was produced, there were 5 single detached homes listed for sale for less than \$275,000.00 in all of Essex Centre and no other form of accommodation were listed in that price range. In the recent past, Essex Centre did have 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 family incomes. This further disenfranchises those persons the Provincial housing initiatives are aimed at.

This project would help to meet our municipal obligations to provide a mix of housing for low to moderate incomes families and persons with special needs, such as senior citizens and persons with disabilities, as mandated by the PPS and our Official Plan. Having suitable zoning in place is a prerequisite to construction.

The proposed plan:

The closest mixed use residential zoning under General Zoning By-law 1037 is R2.2.

It permits single detached, semi-detached and townhome dwellings. For a single detached-dwelling the minimum lot width and area are 15m (50 feet) and 460m<sup>2</sup> (5000 sq ft) respectively. For a semi-detached dwelling (two units side by side with a common vertical wall) the minimum lot width and lot area are 18m (60 ft) and 590m<sup>2</sup> (6350 sq ft) respectively. For townhome dwellings (3 or more units attached by common vertical walls), they are 24m (79 ft) and 800m<sup>2</sup> (8620 sq ft) respectively. A front yard depth of 6m (20ft) and rear yard depth of 7.5m (25ft) apply. By supplementary regulation, a minimum building setback of 12m (40ft) is required from the south limit of Maidstone.

With reference to the attached site plan, two design options are shown, the west option and the east option. The west option shows 24 one-storey, one bedroom rental townhome units. Parking would be provided in a common centrally located parking area. This plan meets the general requirements of the R2.2 zoning, as a rental or plan of condominium project except for building setback from the west property line, 6m as opposed to 7.5m.

The east option shows 23 two-storey, three bedroom townhome units with individual parking in attached garages and fronting on a common road. This plan meets the general requirements of the R2.2 zoning for a rental or condominium development, except for a reduction in rear yard depth from the Bell Avenue properties, being 6m as opposed to 7.5m under the R2.2 zoning.

The HR2.3 zoning category presented at the public meeting for discussion was drafted to reflect the site plan proposed by the proponent.

Planning suggested consideration of an option for smaller lot single-detached dwellings. In addition to semi-detached and townhome dwellings, the zoning category drafted for discussion would permit a single detached dwelling on a lot having a minimum width of 12m (40ft) and area of 350m<sup>2</sup> (3800sq ft), as a third option.

Subsequent to the receipt of public submissions and correspondence, Council advised that small lot single detached dwellings were not acceptable. Council did not endorse the reduced rear lot depth of 6m or the larger building envelope and asked that building heights be limited to a raised ranch style.

The HR2.3 zoning category, attached to this report as Appendix "C", takes into consideration Council's guidance. While similar to the general R2.2 zoning, it would permit single-detached, semi-detached and townhome dwellings on private roads in a rental or plan of condominium development. Subsequent to the public meeting, Planning met with Mr. Branco to discuss the ramifications of the modified zoning. Meeting the standard 7.5m rear yard depth against the properties fronting on Bell and the west lot line is feasible. But in order to provide proper private road and front yard building setbacks a 6m deep rear yard internally and a lesser setback from Maidstone are necessary. The draft by-law presented to Council in Appendix C reflects that.

#### Site Plan Control Considerations:

The proposed development of the site is subject to site plan control approval. The site itself can be fully serviced by storm and sanitary sewers and water service located in the immediate

area. It will be necessary for the proponent to enter into a development agreement for the servicing of the property; however, the provisions of a development agreement can be incorporated into the site plan control agreement. In addition to the provision of services and buffering, matters of snow storage and the location of refuse bin storage areas need to be addressed in the site plan.

Submission of a site plan application will require the concurrent submission of a storm water management plan and a traffic impact analysis. The proponent has agreed to the construction of a 1.5m high wooden screening fence along the common lot line with the Bell Avenue properties as well as along the recommended the west limit of the site. Buffering provisions will be part of the SPC approval agreement.

It is recommended that the property be placed into a holding residential zone, pending approval of a site plan control agreement which also includes servicing provisions.

## **Financial Impact**

None

## **Link to Strategic Priorities**

This report is linked to this Strategic Priority:

1. 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:

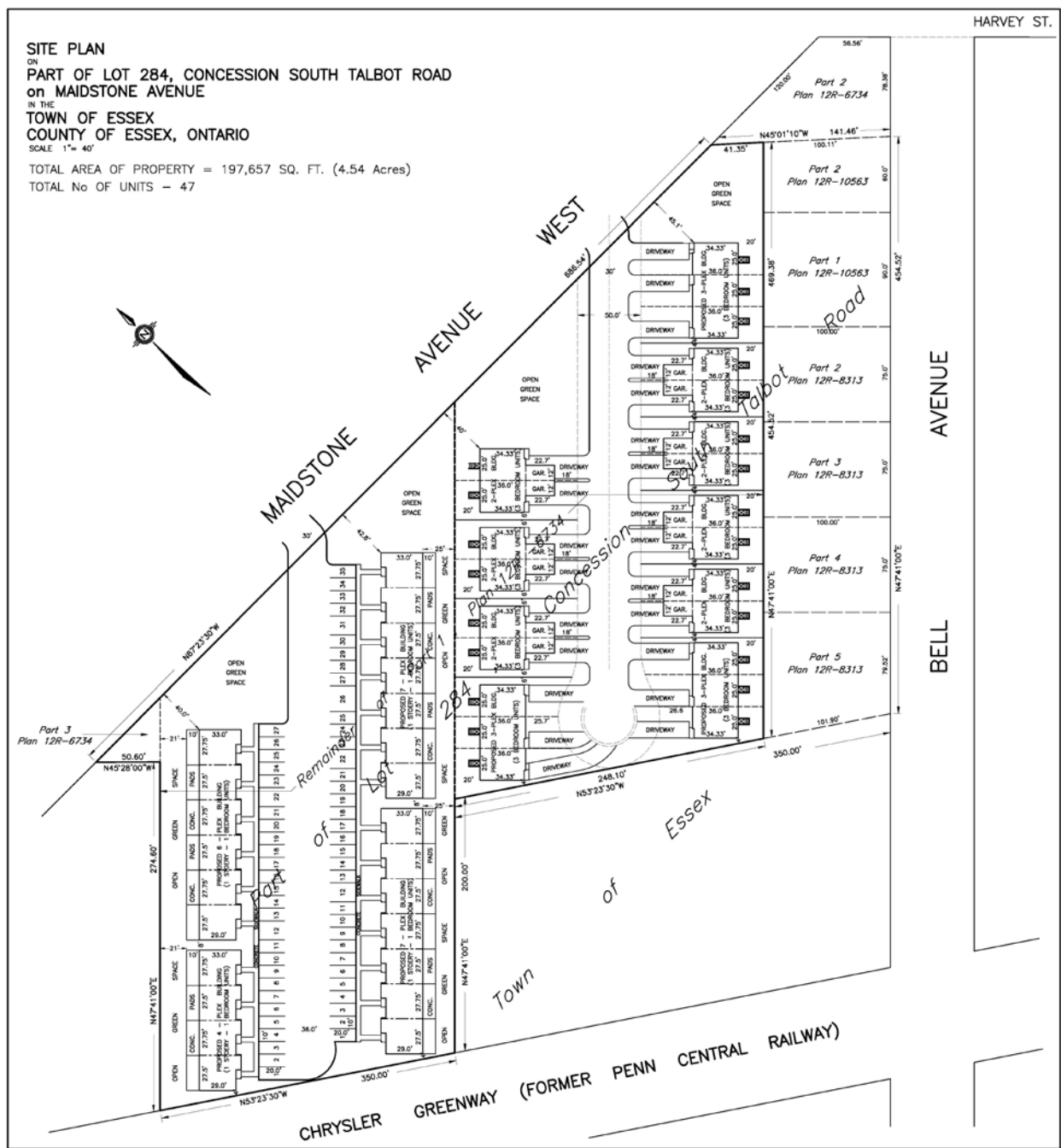
Chris Nepszy, Director of Infrastructure & Development - concurs

Rita Jabbour, Assistant Town Planner – concurs

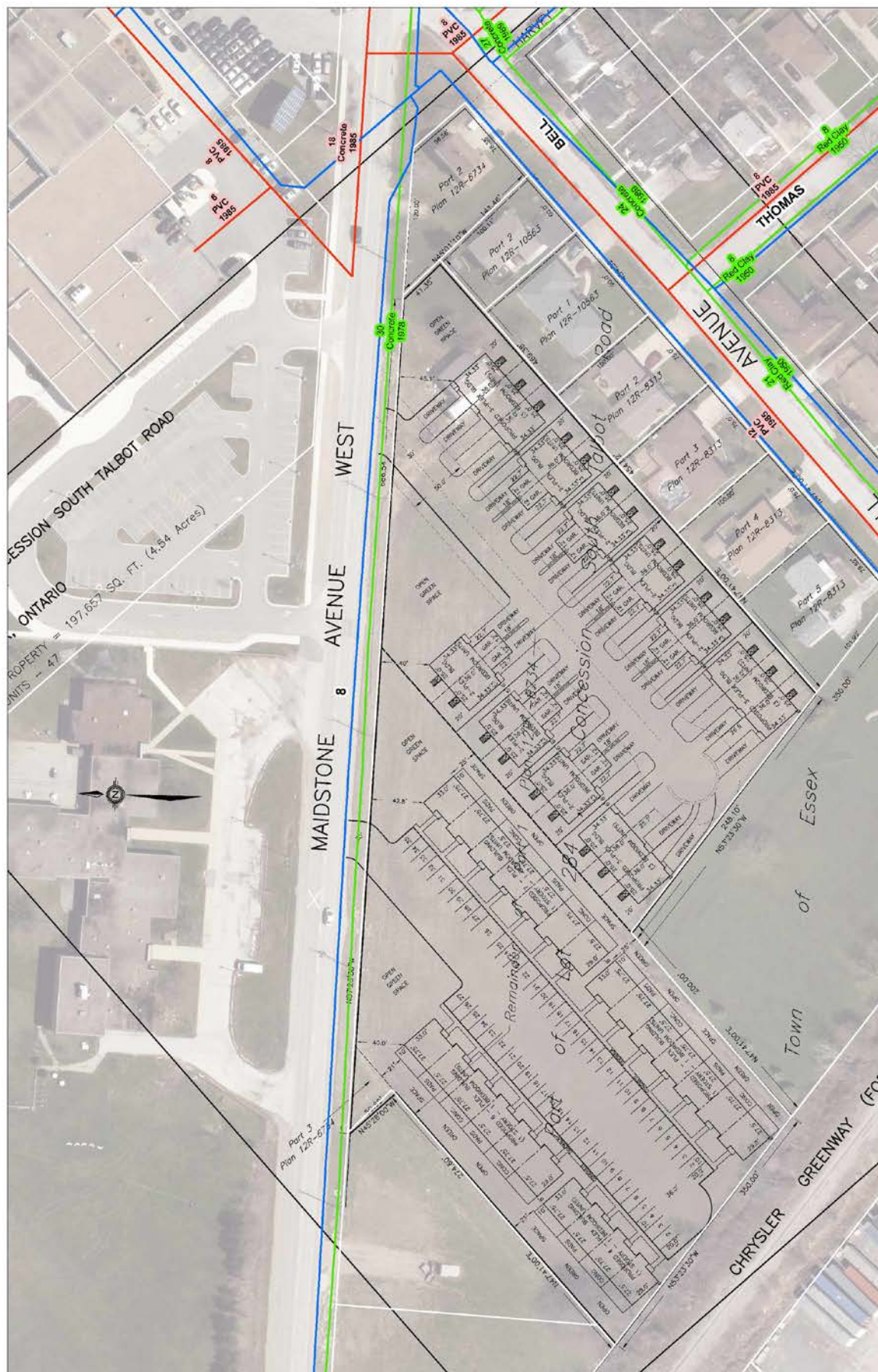
Jeffrey Morrison, Director of Corporate Services - concurs

Appendix A: Proposed Site Plan

Note: This plan requires modifications in order to comply with Council’s directions, so it is for illustrative purposes only.



## Appendix B: Location Map and Surrounding Land Uses and Services



Appendix C: Proposed HR2.3 Zoning HR2.3

<b>Subsection 15.3   Holding Residential District 2.3 (HR2.3)</b>			
Low density housing on urban lots or within a rental or plan of condominium development			
* indicates where a regulation differs from the standard R2.2 zoning regulations			
<b>a) Permitted Uses</b>			
i.    Main use	Single Detached Dwelling	Semi-Detached Dwelling	Townhome Dwelling
ii.   Accessory use	Any use accessory to the main use		
<b>b) Regulations</b>			
i.    Lot Width – Minimum	15m (50f)	18m (60f)	24m (79f)
ii.   Lot Area – Minimum	460m2 (5000f2)	590m2 (6350f2)	800m2 (8620f2)
iii. Lot Coverage – Maximum	50% of lot area		
iv.   Building Height – Maximum	1 storey and a basement for a main building* 1 storey for an accessory building		
v.    Front Yard Depth – Minimum	6m (20f)		
vi.   Rear Yard Depth – Minimum	6m (20f) except 7.5m (25f) where the rear yard abuts another lot on a registered plan of subdivision*		
vii.   Side Yard Width – Minimum	1.2m (4f) both sides for an interior side yard where there is an attached garage or carport or the dwelling unit is part of a rental or plan of condominium development with communal parking area(s) or the dwelling unit has access exclusively from a private road;* 4.5m (15f) for an exterior side yard except 7.5m (25f) from a highway*		
vii.	Each dwelling shall have storm water and sanitary facilities and electrical and potable water services approved by the Town or other authority having jurisdiction.		
viii.	No accessory building and combination of accessory buildings shall exceed 70m2 (750f2) and 92m2 (1000f2) respectively.		
<b>c) Supplementary Regulations: See Sections</b>			
7: Definitions		10: Supplementary Building Regulations	
8: Supplementary Use Regulations		11: Parking Space Regulations	
9: Supplementary Lot Regulations		12: Parking Area Regulations.	





## Report to Council

Department: Planning  
Date: April 3, 2018  
Prepared by: Rita Jabbour  
Assistant Planner  
Submitted by: Chris Nepszy, P.Eng., PE  
Director, Infrastructure and Development  
Report Number: Planning 2018-18  
Subject: 106 Talbot Road North Rezoning  
Number of Pages: 10

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

- 1). That Council receive report Planning2018-18; and,
- 2). That Council approve Bylaw 1691.

### Reason for Report

A rezoning application has been made by the Evernew Group, Mr. Ryan Bondy, agent, for the rezoning of lands with municipal address 106 Talbot Road North. It is requested that a site specific rezoning be granted for the 93 square metre (1000 square foot) workshop located to the rear of the property to permit automobile detailing services and specific light industrial uses in addition to the presently permitted general commercial uses under the C2.2 zoning.

A map indicating the location of the workshop is attached as Appendix A.

### Background

In accordance with the mandates of the Planning Act, a statutory public meeting was held on Monday March 26 to consider the rezoning of a vacant 93 square metre (1000 square foot)

Page 1 of 10

workshop located directly to the rear of the property at 106 Talbot Road North to permit an automobile detailing shop for interior cleaning, upholstery shampooing, manual washing and waxing (not including coin operated or automatic car wash) and minor cosmetic repairs.

The idea of “minor cosmetic repair” would allow for such things as add ons which may include decals, tail pipes and spoilers. No mechanical work is being proposed.

The property is zoned C2.2 which permits general commercial uses such as a light repair shop for the maintenance and repair of appliances; devices for the assistance of handicapped persons, barbecues, bicycles, clocks, electrical equipment, furniture, jewellery, lawn and garden equipment, luggage, musical instruments, scooters, sporting goods and watches; and, a retail store for the retail sale or lease of goods. A full list of permitted uses under the C2.2 zoning is provided under Appendix B.

A retail store and light repair shop do not permit the processing, manufacture or assembly of goods. Thus, the applicant also requested a rezoning to permit the construction of electrical products, signs and other media advertising structures, ceramics, jewellery, cutlery and other small metal products and their repair, including a welding shop for the welding of small metal products.

Photos of the exterior and interior of the workshop are included under Appendix C. The applicant is only seeking a rezoning for the workshop portion. It will not apply to the commercial portion fronting on Talbot Road.

Access to the property is by way of Talbot Street North. A 12x220 foot registered right of way also exists over the property located directly to the east, known municipally as 102 Talbot Street North, in favour of the subject property for the purpose of access to the rear. Limited parking is available for cars waiting to be serviced along the front of the workshop. The rezoning is not proposed to affect parking for the residential tenants.

The property also falls within the Parking Exemption Area under the Town of Essex Zoning Bylaw, Bylaw 1037. For existing buildings located on these lands, no parking spaces are required for such uses as a retail store and workshop. Customer parking is available along Talbot Road North and at various municipal parking lots throughout the Essex Centre.



The subject property is designated “Town Centre” under the Town of Essex Official Plan. The Official Plan states that small scale automobile-related services and minor repair uses may also be permitted.

## **Comments**

At the March 26 special Council meeting to consider the rezoning matter at 106 Talbot Road North Council directed administration to proceed with a Bylaw permitting supplementary uses to permit an automobile detailing shop for interior cleaning, upholstery shampooing, manual washing and waxing (not including coin operated or automatic car wash) and minor cosmetic repairs and the construction of electrical products, signs and other media advertising structures, ceramics, jewellery, cutlery and other small metal products and their repair, including a welding shop for the welding of small metal products.

No objections were received from members of the public present. Councillors voiced concern about the management of refuse from an automobile detailing or light industrial use operation. Administration noted that the tenants would be subject to the Town’s Property Standards Bylaw which stipulates that exterior property shall be maintained in a neat, tidy and safe condition so as to not detract from the neighbouring environment. Yards and parking lots shall be kept free of salvage, refuse and any objects or conditions that might create a health, fire, accident hazard or unsightly condition.

Should Council adopt Bylaw 1691, a notice of passing will be provided to the applicant and any person who has made an oral or written submission to Council. A 20 day appeal period will apply.

## **Financial Impact**

No financial impact.

Reviewed by:

Chris Nepszy, Director of Infrastructure and Development –concurs

## Appendix 'A' – Site Map





## Appendix B –C2.2 List of Permitted Uses

General Commercial Uses		
a) Permitted Uses		
i. Main use	Bakery not exceeding 500m2 (5380sf) in gross floor area Bed and Breakfast Dwelling Business Office Commercial School Confectionary not exceeding 50m2 in gross floor area Day Nursery Drive-through Food Outlet Drive-through Restaurant Dwelling unit(s) in a combined use building Entertainment Lounge Financial Office Funeral Home Garden Centre Gas Bar Hotel Light Repair Shop Medical Office	Micro-brewery Parking Garage Pawnshop Personal Service Shop Place of Entertainment and Recreation Place of Worship Professional Studio Public Hall Public Parking Area Retail Store, exclusive of a retail store for the sale of motor vehicles or heavy machinery Restaurant Take-out Food Outlet Temporary Outdoor Vendor's Site Veterinary Office Wholesale Store
ii. Lawfully existing main use	Automobile Repair Garage Coin-operated Car Wash Dealership Drive-through Facility	Dwelling Motor Vehicle  Service Station
iii. Accessory Uses	Any use accessory to the main use, not including an outdoor storage yard, unless otherwise permitted by this by-law	
b) Regulations		

i. Amenity area per dwelling unit - Minimum	Bachelor unit - 7.5m <sup>2</sup> (81f <sup>2</sup> ) One-bedroom unit - 10m <sup>2</sup> (108f <sup>2</sup> ) Two or more bedroom unit - 15m <sup>2</sup> (162F <sup>2</sup> )
ii. Building Height – Maximum	12m (39f) for a main building 1 storey for an accessory building
iii. Gross Floor Area – Maximum	250m <sup>2</sup> (2700f <sup>2</sup> ) for each business, financial or medical office, light repair shop, personal service shop, professional studio, retail store, restaurant or takeout food outlet
iv. A drive-through restaurant or drive-through food outlet shall not be permitted on an interior lot in a Parking Exception Area or in the McGregor and Colchester Hamlets.  v. In a combined use building, all dwelling units, not including entrances thereto, shall be located above the ground floor.  vi. For a main building on a lot within a <b>Parking Exception Area</b> , the front wall of the building shall be setback from the front lot line a distance no greater than the average setback of the main buildings flanking either side of the lot.  vii. A <b>dwelling</b> shall conform to the regulations of subsection 14.1, R1.1 District.	
<p style="text-align: center;"><b>c) Supplementary Regulations: See Sections</b></p> <div style="display: flex; justify-content: space-between;"> <div> 7: Definitions  8: Supplementary Use Regulations  9: Supplementary Lot Regulations </div> <div> 10: Supplementary Building Regulations  11: Parking Space Regulations  12: Parking Area Regulations. </div> </div>	

Appendix C –Pictures of Workshop Exterior and Interior











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

## **By-Law Number 1691**

### **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:

"38. For the lands comprising part of lot 57, Registered Plan 181, municipal address 106 Talbot Road North, the following uses are additional permitted uses:

  - a) One or more of the following automobile detailing services;
    - i. Interior cleaning, upholstery shampooing,
    - ii. Manual washing and waxing (not including coin-operated or automatic car wash, unless otherwise permitted by this by-law);
    - iii. Minor cosmetic repairs;
  - b) The construction and repair of electrical products, signs and other media advertising structures;
  - c) The manufacture and repair of ceramics, jewellery, cutlery and other small metal products; and,
  - d) Welding shop for the welding of small products 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 April 3, 2018.**

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Mayor

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Clerk

**Read a third time and finally passed on April 16, 2018**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## **Schedule A**

### **Description of Zoning Bylaw Amendment for 106 Talbot Road North**

Amendments to Zoning By-law 1037 will be considered for the property at 106 Talbot Street North.

A location map is attached. The property is currently occupied by two commercial buildings at the front and a residential component. Access to the property is by way of Talbot Street North. A 12x220 foot registered right of way also exists over the property located directly to the east, known municipally as 102 Talbot Street North, in favour of the subject property for the purpose of access.

The lands are currently zoned Commercial District 2.2 (C2.2) for general commercial uses, under the Town of Essex Zoning Bylaw, Bylaw 1037 and under the “Essex Town Centre” designation in the Town’s Official Plan. A 1000 square foot commercial building with attached workshop exists at the rear of the property. The workshop is located away from the residential component and is suitable for automobile detailing and light industrial uses that are non-noise and odour producing.

The purpose of this application is to rezone the rear 1000 square foot commercial component with attached workshop for the following uses:

- a) One or more of the following automobile detailing services:
  - i. Interior cleaning, upholstery shampooing,
  - ii. Manual washing and waxing (not including coin-operated or automatic car wash, unless otherwise permitted by this by-law);
  - iii. Minor cosmetic repairs;
- b) The construction and repair of electrical products, signs and other media advertising structures;
- c) The manufacture and repair of ceramics, jewellery, cutlery and other small metal products;
- d) The repair of musical instruments; and,
- e) Welding shop for the welding of small metal products.

Limited parking is available for cars waiting to be serviced along the front of the commercial component to be rezoned. Customer parking is available along Talbot Street North and at various municipal parking lots located within the Essex Centre. No tenant parking will be affected by the proposal.

Schedule B – Key Map





## Report to Council

Department: Legal and Legislative Services  
Date: April 3, 2018  
Prepared by: Laurie Brett, Deputy Clerk  
Submitted by: Robert Auger, Clerk  
Report Number: Clerks Report 2018-05  
Subject: 2018 Municipal Election Accessibility Plan  
Number of Pages: 2

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

The following recommendation is provided for Council's consideration and information:

1. That Clerks Report 2018-05 entitled "2018 Municipal Election Accessibility Plan" be received.

### **Reason for Report**

To advise Council on plans to ensure that persons with disabilities have the opportunity to participate fully in the 2018 municipal election process.

### **Background**

Pursuant to Section 12.1(2) of the Municipal Elections Act, 1996 (S.O. 1996, Chapter 32, Schedule), "the Clerk shall prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before voting day in a regular election."

The attached 2018 Municipal Election Accessibility Plan is intended to identify measures that the Town of Essex will implement to ensure that persons with disabilities have the opportunity to participate fully in the election process during Advance Voting and on Election Day, October 22, 2018.

Among other things, the plan addresses how the Clerk's Department will train election staff on providing accessible customer service to candidates and electors. It also outlines accessible communication methods and provides details on how to offer feedback that will assist the Clerk's Department in delivering an accessible election.

A copy of this plan will be included in each candidate's nomination package. Copies will be available at Town Hall in print and on the Town's Municipal Election webpage (<https://www.essex.ca/en/townhall/municipalelections.asp>) on or before May 1.

## **Financial Impact**

There are no financial impacts to establishing a municipal election accessibility plan.

## **Link to Strategic Priorities**

This report aligns with the strategic goal of enhancing communications and community engagement.

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

Reviewed by: Donna Hunter, Chief Administrative Officer, Concur



## **2018 Municipal Election Accessibility Plan**

If you require this document in an alternate format, please contact the Clerk's Office by phone at 519-776-7336 ext. 0 or by email: [clerks@essex.ca](mailto:clerks@essex.ca).



## **Introduction**

The 2018 Municipal Election Accessibility Plan has been developed in advance of the 2018 Municipal Election to ensure that persons with disabilities have the opportunity to participate fully in the election process.

Under the Accessibility for Ontarians with Disabilities Act, 2005 all public and private sector organizations must meet the requirements of accessibility standards established by regulation. The Town's commitment to providing accessible customer service is reflected in the Accessible Customer Service Policy approved by Council on October 19, 2009, as well as the Integrated Accessibility Standards Policy approved by Council on February 4, 2013.

In addition to municipal policies and provincial legislation governing accessibility, the following sections of the Municipal Elections Act, 1996 (S.O. 1996, chapter 32, Schedule), define the requirements related to providing accessible customer service when conducting an election:

### **Duties of clerk**

**11(1)** The clerk of a local municipality is responsible for conducting elections within that municipality.

### **Electors and candidates with disabilities**

**12.1(1)** A clerk who is responsible for conducting an election shall have regard to the needs of electors and candidates with disabilities.

### **Plan re barriers**

**12.1(2)** The clerk shall prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before voting day in a regular election.

### **Report**

**12.1(3)** Within 90 days after voting day in a regular election, the clerk shall prepare a report about the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the report available to the public.



## **Ballots - Variations for electors with visual impairments**

**41(3)** The clerk shall make such changes to some or all of the ballots as he or she considers necessary or desirable to allow electors with visual impairments to vote without the assistance referred to in paragraph 4 of subsection 52 (1).

## **Number and location of voting places**

**45(1)** The clerk shall establish the number and location of voting places for an election as he or she considers most convenient for the electors.

## **Accessibility**

**45(2)** In establishing the locations of voting places, the clerk shall ensure that each voting place is accessible to electors with disabilities.

## **Attendance on electors with disabilities**

**45(9)** To allow an elector with a disability to vote, a deputy returning officer shall attend on the elector anywhere within the area designated as the voting place.

## **Objectives**

This plan is intended to identify measures that the Town of Essex will implement to ensure that persons with disabilities have the opportunity to participate fully in the election process. Objectives include the following:

1. That all voting locations are accessible;
2. That persons with disabilities are able to independently cast their vote and verify their selection;
3. That persons with disabilities have full and equal access to information on eligible candidates and where and when to vote;
4. That persons with disabilities can fully participate in the municipal election as an elector, candidate or election official; and
5. That efforts are made to ensure that electors with disabilities are made aware of the Town's accessibility measures through multiple communication channels, including print advertising, social media (Facebook and Twitter), and the Town's website ([essex.ca](http://essex.ca)).

## **Accessible Customer Service Training**

All individuals participating in election duties will be trained to recognize and ensure that persons with disabilities are served in a way that accommodates their needs.

This training will include:

1. How to interact and communicate with persons with various types of disabilities;
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a service animal or support person;
3. How to use voting equipment and assistive devices to deliver election services;
4. How to provide accessible customer services and what to do if a person is having difficulty accessing election information or services.

Election officials shall be well informed of the voting process, as well as all the available tools and assistive devices and how they may be used.

All election officials will be provided with a copy of the Town of Essex Accessible Customer Service Policy, which sets out general practices, procedures and guidelines to be followed.

## **Assistance to Candidates**

The Clerk's Office will be available throughout the election period to assist candidates with any issues that may arise with respect to providing a barrier-free election. The Clerk's Office can be contacted by phone at 519-776-7336 ext. 0 or by email: [clerks@essex.ca](mailto:clerks@essex.ca).

Accessibility-related information that may be of particular interest to candidates includes the following:

### **Accessible Campaigns**

Accessibility measures for candidates to consider in regards to their campaign literature and messaging will be included in an information package provided to all candidates upon filing their nomination papers.

### **Voting Method and Accessible Voting Technologies**

The 2018 Municipal Election will be conducted using paper ballots together with optical scanning vote tabulators. Accessible voting technologies will be available at Advance Voting locations and at a specified Voting Day location. Detailed information about the voting method and the accessible voting technologies is set out in the 2018 Municipal Election Procedures and Forms report, available on the municipal website or from the Clerk's Office.

Each candidate will be provided with a copy of this report to ensure that they can instruct electors with disabilities on the options available.

### **Service Animals**

Candidates and scrutineers are permitted to be accompanied by a service animal and/or support person at all designated election locations.

### **Campaign Expenses**

Expenses incurred by a candidate with a disability that are directly related to the disability, and would not have been incurred but for the election to which the expenses relate, are excluded from the permitted spending limit for the candidate in accordance with section 88.19 (3) of the Municipal Elections Act.

### **Assistance to Electors**

To further the objectives of this plan, the Clerk's Office has identified the following series of measures that will be taken to ensure that persons with disabilities have the opportunity to participate fully in the election process.

### **Voting Locations**

For the purpose of this plan, "voting location" includes the exterior parking and walkways associated with the location.

To ensure that each Voting Location is accessible to electors with disabilities, a Voting Location Accessibility Audit Checklist will be completed prior to confirming each site as a voting location. The checklist is included as Appendix "A" in this document.

Prior to the election, a map of all Advance Voting and Voting Day locations will be made available on the Town's election webpage.

### **Accessible Route**

An easily navigable route will be marked for entry into the voting location and into the voting area within the location. The voting area will be identified with clear and understandable signage.

### **Parking**

Designated parking for persons with disabilities will be available close to the entrance to voting places, where possible. Accessible parking spaces will be clearly marked and will be on firm and level ground. Routine checks will be made to ensure all entrances remain barrier free throughout the day.

### **Entrance/Exit to Voting Location**

All entrances to voting locations will be easy to access and barrier free. Every effort will be made to ensure that the door into the interior voting area is wide enough for a wheelchair, scooter, other assistive device or service animal to pass through safely and easily. Should doors into the interior voting area not be accessible, the doors shall remain propped open for the duration of the voting location hours. Routine checks of the entrance and exit routes will be made throughout the day.

### **Interior Voting Area**

Access to the interior voting area will be level and easily traversed. Any doormats or carpeting will be level with the floor to prevent potential tripping hazards. All voting areas will be well lit and seating will be made available.

### **Accessible Voting Booths**

Voting booths that are easily accessible will be available at each voting place. Voting booths will be low in height and have a wide area to allow for individuals who use a wheelchair or scooter to vote independently and secretly.

### **Voting Method and Accessible Voting Technologies**

The election will be conducted using paper ballots together with optical scanning vote tabulators. Accessible voting technologies will be available at Advance Voting locations and at a specified Voting Day location.

Accessible voting technologies will include a vote tabulator equipped with ballot marking devices, which permit the independent casting of ballots by persons with accessibility needs and those who cannot mark a paper ballot with a ballot marking pen.

Ballot marking devices will include a handheld controller with audio-tactile interface, used in conjunction with headphones to select "yes" or "no" to ballot options. Other devices include a sip-and-puff input interface and a paddle button input interface. Users will be able to adjust the volume and speed of the audio presentation, move between contests, select votes, and print their own marked ballot. The printed ballot will be indistinguishable from a ballot marked by hand and will emerge from the ballot marking printer into a secrecy folder.

### **Voting Assistance**

Persons with accessibility needs may be accompanied by a support person within the voting place. In addition, the Deputy Returning Officer in each voting place may assist a voter in casting their vote. All Deputy Returning Officers are sworn to an oath of secrecy.

Prior to entering the voting booth, the Deputy Returning Officer shall, in conjunction with the voter, determine the extent to which they need assistance and the best way to provide the assistance. This may include actually marking the ballot as directed by the voter. Where a voting place is located in an institution or retirement home, the Deputy Returning Officer may attend on voters in their specific living areas or at their bedsides to assist them in voting.

### **Attendance on Voter**

To allow an elector with a disability to vote, a deputy returning officer shall attend on the elector anywhere within the area designated as the voting place.

### **Assistive Personal Equipment**

Electors may use assistive personal devices, including wheelchairs, walkers, white canes, walking canes, note taking devices, portable magnifiers, recording machines, assistive listening devices, personal oxygen tanks and devices for grasping.

### **Service Animals**

An animal is a Service Animal if it is readily apparent that the animal is used by a person with a disability for reasons relating to his or her disability, for example, a guide dog wearing a harness. Service animals will be permitted in voting places.

### **Low Vision**

Each voting booth will be equipped with a magnifying sheet to assist individuals with low vision.

### **Hearing Impaired**

Each voting place will be equipped with a pad of paper and pen to communicate with the hearing impaired, if required.

### **Voting by Proxy**

Electors who are unable to go to a voting location may appoint another person to act as a voting proxy to cast a ballot on his or her behalf. The appointment must be made on the prescribed form available from the Clerk's Department or from the Town's Election webpage. The person being appointed as a proxy will be required to take a statutory declaration before a Commissioner of Oaths. Staff in the Clerk's Department at Town Hall (33 Talbot Street South, Essex, Ontario) can administer the oath.

The appointment of a proxy may only be made after 2:00 p.m. on Nomination Day, July 27, 2018 and is null and void after the final voting day.

Once completed, the voting proxy may be exercised at any advance voting location or on the final voting day.

### **Voting at Institutions and Retirement Homes**

For the 2018 Election, the following institutions have been identified:

Harrowood Seniors Community, 1 Pollard Drive, Harrow

Iler Lodge Long Term Care Home, 111 Iler Avenue, Essex

On voting day, a voting place shall be provided on the premises at each institution. The deputy returning officer for these voting places may attend on electors to allow them to vote.

## **Communications**

The Town is required, as per the Accessible Customer Service Policy, to provide a copy of a document to a person with a disability, or the information contained in the document, in a format that takes into account the person's disability.

### **Alternate Formats**

Alternate formats are other ways of publishing information besides regular print. Some of these formats can be used by everyone, while others are designed to address the specific needs of a user. The Town and the person with a disability shall discuss and agree upon the format to be used for the document or information.

In the event the information is not generated by the Town or is supplied by a third party, the Town will make every effort to obtain the information from the third party in an alternate format and/or will attempt to assist the elector by providing assistive equipment.

### **General Election Materials**

Printed material generated by the Town will be provided in a sans serif font, minimum 12 point, and can be made available in a font (print) size that is 16 to 20 points or larger.

Information generated by the Town on the municipal website ([essex.ca](http://essex.ca)) regarding the election will be compliant with WCAG 2.0 Level A, and allow for assistive software to be utilized. In addition, the website font size can be adjusted within the browser to aid the user in reading the information.

## **Notice of Temporary Service Disruptions**

The Deputy Returning Officer shall provide notice of each planned or unplanned disruption that could affect the public, such as the unavailability of an assistive device, service or feature that is regularly available to enable or enhance access to services.

The notice of service disruption shall include the following information:

- Description of the service disruption
- Reason for the service disruption
- Anticipated duration of the disruption
- Alternate routes, facilities and services, if any, that are available
- Contact information

Notice will be given by posting the information in a visible place on the premises (on doors, at service counters, on bulletin boards, etc.), by posting on the Town's website, and by such other method as is reasonable under the circumstances.

## **Emergency Information and Procedure**

Election staff will be aware of the emergency evacuation procedure and plans at their designated voting location. They will be informed on how to assist staff and electors with disabilities in the event of an emergency.

## **Feedback**

The Clerk's Department welcomes feedback to identify areas where changes need to be considered and ways in which the Town can improve the delivery of an accessible election.

Customer feedback can be provided on the feedback form available on our website:

<https://www.essex.ca/en/townhall/accessibleessex.asp>

In addition, feedback can be provided by any of the following methods:

Telephone: 519-776-7336 ext. 0

Fax: 519-776-8811

Email: [clerks@essex.ca](mailto:clerks@essex.ca)

In Person: Essex Municipal Building  
33 Talbot Street South, Essex, Ontario

By Mail: Clerk's Department  
Town of Essex  
33 Talbot Street South, Essex, Ontario N8M 1A8

The feedback process provides election staff with an opportunity to take corrective measures to address training needs, enhance service delivery, and provide alternative methods of providing election information and services.

In addition, staff members in the Clerk's Department are available throughout the election to assist with any issues that may arise with respect to providing a barrier-free election.

This accessibility plan is a living document that will continue to undergo changes, as needed.

## **Additional Information**

### **Clerk's Department**

The staff in the Clerk's Department can answer any questions you may have about running for office, the election in general, or specific provisions for persons with accessibility needs.

### **Town Website**

During the 2018 Election year, the Town of Essex website ([essex.ca](http://essex.ca)) will be updated on a regular basis to reflect the most recent developments and information. Visit the website for an up-to-date list of candidates and other important messages or events throughout the election year.

### **Ministry of Municipal Affairs**

The Ministry's website contains information about municipal elections, including a Candidates' Guide and a Voter's Guide.

### **e-Laws**

Current statutes for the Province of Ontario can be found on the e-Laws website (<https://www.ontario.ca/laws>). Statutes pertaining to municipal elections and accessibility include the following:

- Municipal Elections Act, 1996
- Ontarians with Disabilities Act, 2001
- Accessibility for Ontarians with Disabilities Act, 2005



## 2018 Municipal Election Voting Location Accessibility Audit Checklist

**Facility Name:** \_\_\_\_\_

**Facility Address:** \_\_\_\_\_

**Audit Date:** \_\_\_\_\_

**Audit Conducted By:** \_\_\_\_\_

Criteria	Yes/No	Comments
<b>Entrance</b>		
Is the main public entrance a barrier free, accessible one?		
If not, is there an alternative entrance that is accessible?		
Are interior entrances to the voting place barrier free and accessible?		
Is the entrance well lit?		
Is the entrance easy to see from the parking area?		
<b>Parking Lot</b>		
Is accessible parking available?		
Are the accessible parking spots clearly marked with signs and marked on the pavement?		
<b>Ramps</b>		
Are ramps provided as an alternative to stairs?		
Are handrails provided on both sides of the ramp?		
<b>Doors</b>		
Do the doors have a minimum clear width of 860mm (34 in.) as measured between the door stop and the edge of the door in the 90 degree open position?		
Are automatic doors provided?		
If there is no automatic door, are lever handles or D-shaped pulls provided?		
Are the handles at an appropriate height?		
Is there a maneuvering space of 600mm (24 in.) on both sides of the door?		
<b>Floor Space</b>		
Are the widths of corridors, hallways and paths wide		

enough (minimum 1.2 meters/4 feet)?		
Is the path of travel free of furniture or equipment?		
Is adequate headroom height of minimum 2.03 meters (6 feet, 8 inches) provided?		
Is there space for wheelchair seating in the voting location?		
<b>Stairs</b>		
Are the stair risers closed in?		
Is there colour or texture contrasted tread nosing?		
Are handrails provided on both sides of the stairs?		
<b>Elevators</b>		
Do the doors open wide enough to accommodate a person in a wheelchair (at least 915mm or 36 in.)?		
Do the doors stay open for at least 7 seconds?		
Are the internal dimensions minimum 1.725m x 1.5m (5 foot, 8 inches x 5 feet)?		
Are the buttons at an appropriate height (highest button no higher than 1.2 metres/4 feet, lowest button at least 920mm/36 inches from the floor)?		
Are the controls or floor buttons raised and done in Braille?		
<b>Washrooms</b>		
Are accessible stall(s) located within the current washroom facilities?		
If not, is there an accessible washroom available to both males and females?		
Does the entrance to the washroom open automatically or have an automatic door opener?		
Is there a clear turning space of 1.83m (6 feet) in diameter outside the accessible stall?		
Is the accessible stall or facility 1.83m x 1.83m (6 feet x 6 feet)?		
Are grab bars mounted on the wall behind the urinal and on the side wall?		
Is the toilet flush control automatic or located on the side where the individual would transfer from?		
Are faucets, fixtures, dispensers and light switches at an appropriate height?		

**Additional Comments:**



## Report to Council

Department: Legal and Legislative Services  
Date: April 3, 2018  
Prepared by: Laurie Brett, Deputy Clerk  
Submitted by: Rob Auger, Clerk  
Report Number: Clerks Report 2018-06  
Subject: Appointment to Fill Committee Vacancies  
Number of Pages: 3

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

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

1. That Clerks Report 2018-06 entitled "Appointment to Fill Committee Vacancies" be received;
2. That Council appoint one (1) candidate to fill the vacancy on the Committee of Adjustment and Property Standards Committee; and
3. That Schedule "A" to By-Law 1376 be amended accordingly.

### **Reason for Report**

To propose candidates to fill vacancies on the Committee of Adjustment and Property Standards Committee, and to propose methods by which Council may select a new committee member.

### **Background**

Vacancies on both the Committee of Adjustment and the Property Standards Committee have been created as a result of a recent resignation by a public appointee.

As per By-law 1376, a by-law to establish and recognize advisory and ad hoc committees, together with the Local Boards/Committees Procedures and Best Practices Policy, the Committee of Adjustment is comprised of two (2) Council members and three (3) appointed members from the public. The public appointees to the Committee of Adjustment also serve as the three (3) appointed members of the Property Standards Committee.

As the term of appointment for committee members expires in November with the 2014-2018 term of Council, administration has reviewed the pool of applicants from 2014 and extended an invitation to each applicant to renew their interest. The following individuals have expressed an interest in letting their names stand for consideration:

**Bill Baker**

**Brandon Chartier**

**Terry Brockman**

**Paul Innes**

**Richard Kokovai**

**Philip Pocock**

**Andrea Rivest**

The following terms of reference were provided to each candidate:

The Committee of Adjustment is responsible for holding hearings under the Planning Act regarding minor variances from the Town's zoning by-law, changes in non-conforming use, and applications for land division (separating a new lot, adding land to an existing lot).

The Committee of Adjustment generally meets to hold hearings on the third Tuesday of each month at 4pm at the Essex Municipal Building, 33 Talbot Street South, in Essex Centre. Remuneration for services is \$100 per meeting.

Familiarity with the Planning Act, Provincial Policy Statement (PPS), the Town of Essex Official Plan and Zoning By-law is preferred. Past experience on a Committee of Adjustment is considered an asset.

In addition, each individual was subsequently advised that the publicly appointed members of the Committee of Adjustment also occasionally sit as the Property Standards Committee.

To assist Council in selecting a suitable candidate, we have attached copies of each application for your review. As the term of appointment is relatively short, administration would recommend that council consider selecting a candidate with prior experience to ensure a smooth transition.

Council may deliberate and select a candidate based on majority vote or, in the event that multiple candidates are suitable, council may wish to identify a subset of suitable candidates and then draw a name randomly.

## **Financial Impact**

There are no additional costs associated with appointing a new member of the Committee of Adjustment and Property Standards Committee.

## **Link to Strategic Priorities**

This report meets the strategic goal of enhancing communications and community engagement.

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

Reviewed by: Donna Hunter, Chief Administrative Officer, Concur

**From:** [Bill Baker](#)  
**To:** [Brett, Laurie](#)  
**Cc:** [Auger, Robert](#)  
**Subject:** Re: Town of Essex Committee of Adjustment - Vacancy  
**Date:** Saturday, March 24, 2018 5:22:22 PM

---

Hi Laurie and Robert,

I would be interested in fulfilling the term for the Committee of Adjustment. Let me know what credentials you require beyond my 8 years of experience on Committee of Adjustment and experience as a previous Councillor

Thank you!

Bill Baker  
Leamington Area Family Health Team  
Executive Director  
[bill.baker@lafht.ca](mailto:bill.baker@lafht.ca)  
c: 519-996-0544

On Mar 22, 2018, at 3:05 PM, Brett, Laurie <[lbrett@essex.ca](mailto:lbrett@essex.ca)> wrote:

Good afternoon!

Please be advised that a recent resignation has created a vacancy on the Town's Committee of Adjustment.

As a result, the Clerk's Department has been directed to ask those individuals who applied to the committee in 2014 if they have an interest in letting their names stand for consideration.

The appointment would be a limited term ending in November 2018.

The Committee of Adjustment is responsible for holding hearings under the Planning Act regarding minor variances from the Town's zoning by-law, changes in non-conforming use, and applications for land division (separating a new lot, adding land to an existing lot).

The Committee of Adjustment generally meets to hold hearings on the third Tuesday of each month at 4pm at the Essex Municipal Building, 33 Talbot Street South, in Essex Centre. Remuneration for services is \$100 per meeting.

Familiarity with the Planning Act, Provincial Policy Statement (PPS), the Town of Essex Official Plan and Zoning By-law is preferred. Past experience on a Committee of Adjustment is considered an asset.

If you are interested in letting your name stand, please let me know by Monday, March 26 at 12 noon.

Best regards,

Laurie

October 28, 2014

Brandon Chartier  
146 Langtry Street  
Essex, ON  
N8M 1H2  
[bchartier@essexpowerlines.ca](mailto:bchartier@essexpowerlines.ca)  
519-791-9674

**RE: Committee Appointments**

Cheryl A. Bondy, Clerk  
Town of Essex  
33 Talbot Street South  
Essex, ON  
N8M 1A8  
[cbondy@essex.ca](mailto:cbondy@essex.ca)

Good morning Cheryl,

I wish to put forth my name to serve on various committees within the Town of Essex. I have an interest in serving on the following Committees:

- Accessibility Advisory Committee
- Committee of Adjustment
- Essex Business Improvement Area
- ELK Energy Board
- Essex Festival Committee
- Police Services Board
- Property Standards Committee

I bring experience serving in Leadership roles as a Manager, budgetary experiences, knowledge of municipality governance, emergency response and industry experience in both industrial and electrical utility sectors. I believe my experiences make me a great candidate to serve on Town committees to add well round insight.

I am currently employed with Essex Powerlines Corporation as the Facility Operations and Risk Mitigation Supervisor. I have several responsibilities including Fleet Management (including procurement, maintenance and refurbishment of all fleet), Inventory Management (including procurement, disbursement and completing appropriate data), Facility Management (including maintenance, renovations and supervising of contractors) and overall Health and Safety Management.

I am also a Firefighter with Essex Fire and Rescue Service in which I have been a member for the past 10 years. I serve as Director for the Essex Fireman's Association as well.

I am a graduate of Fanshawe College with a diploma in Occupational Health and Safety and currently working towards my diploma in Human Resources Management. I am pursuing designations as a

Certified Municipal Manager (CMM) in which my application is scheduled to be reviewed October 31<sup>st</sup>/14. As well, I am working towards my Certified Health and Safety Consultant and Canadian Registered Safety Professional designation.

In closing, I believe my experiences and involvement within the Town of Essex make me an excellent candidate for a Committee Appointment. Due to my experiences and knowledge, I am most interested in the following committees:

- ELK Energy Board
- Police Services Board
- Property Standards Committee
- Committee of Adjustment

With that being said, I am ready to serve the other above committees in any capacity.

Thank you for the opportunity to serve Essex!

Brandon Chartier  
519-791-9674  
[bchartier@essexpowerlines.ca](mailto:bchartier@essexpowerlines.ca)



## Bondy, Cheryl

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**From:** Terry Brockman <brocfarm@hotmail.com>  
**Sent:** Thursday, November 06, 2014 8:02 PM  
**To:** Bondy, Cheryl

Hi  
Cheryl

Would you please add my name to the list for the following  
committees,  
and The Police Services  
Board  
Brockman

The Committee of Adjustment

Thanks Terry

## **Bondy, Cheryl**

---

**From:** Fr. Paul Innes <innespaul@hotmail.com>  
**Sent:** Friday, November 07, 2014 8:53 AM  
**To:** Bondy, Cheryl  
**Subject:** Committee Appointment

Good day Cheryl as today is the deadline for committee requests I offer this e-mail as a submission to work for the Town on the Committee of Adjustment.

Regards  
Paul Innes

## Bondy, Cheryl

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**From:** Richard Kokovai <richardkokovai@gmail.com>  
**Sent:** Friday, November 07, 2014 9:00 AM  
**To:** Bondy, Cheryl  
**Subject:** Committee Appointments

Ms. Bondy,

Would you please convey to the striking committee/Council my interest in volunteering to serve on one or more of the three following committees: Accessibility Advisory Committee, **Committee of Adjustment**, and the Police Services Board.

My Father suffered a stroke over three years ago and has been confined to a wheelchair ever since. Consequently, the accessibility of buildings and services for those suffering from mobility challenges has become a prominent consideration for both me and other members of my family.

As a former municipal councilor, member of both planning board and committee of adjustment for the former Town of Essex, in addition to being a graduate of the Public Administration program of the University of Windsor, I have a solid foundation in the operation of the planning process and the role a committee of adjustment plays in that process.

Finally, I previously served on the Police Services Board of the former Town of Essex, so the role of the Board in the provision of police services to the greater communities of Colchester, Essex, Harrow and McGregor is not totally foreign to me, although admittedly somewhat different relative to the employment of OPP for those services.

Having recently returned to my "home town" after an absence of 25 years, I look forward to being able to contribute once more to the health, safety and long term well being of my fellow residents in whatever capacity the striking committee/Council deems appropriate.

Thank you for the opportunity to offer my services.

Sincerely,

Richard Kokovai  
3757 Concession 3  
R.R.#2  
Harrow, Ontario  
N0R 1G0  
519-738-3664  
[richardkokovai@gmail.com](mailto:richardkokovai@gmail.com)



This email is free from viruses and malware because avast! Antivirus protection is active.

Phil Pocock  
232 Joan Flood Drive  
Essex, ON  
N8M 0A2  
519-776-5509

November 3, 2014

Ms. Bondy,

Please accept this letter as my application for the consideration of one, or two, of the following Committees or Boards.

- Essex Police Service Board
- Committee of Adjustments
- Property Standards Committee
- ELK Energy Board

I recently ran for a council position in the last municipal election and while I fell short of securing a position on Council, I would still like to contribute to the Town of Essex. Currently, I work at TELUS as a RF Operation Specialist and have been a member of the Joint Health and Safety Committee for over the past 6 years. In addition to this experience, I have also had the pleasure of being involved in a more recreational aspect as a part of the 2014 Fun Fest Committee.

Living in Essex most of my life I believe I have a strong understanding of the community and the services the town provides. My willingness to work with others and eagerness to improve Essex would make me a great candidate for any of these vacancies, and I look forward to being a part of, and making a commitment /contribution to these Committees and/or Boards.

I thank you for your time and consideration and eagerly await hearing from you on which vacancy or vacancies I will best suit.

Regards,

Phil Pocock  
ppocock@cogeco.ca

1055 Puce Rd.  
R.R.#3  
Essex, Ontario  
N8M 2X7

November 4, 2014

Ms. Cheryl Bondy, Clerk  
Town of Essex  
33 Talbot Street South  
Essex, Ontario  
N8M 1A8

Dear Ms. Bondy:

**Re: Committee of Adjustment membership**

Please consider this as my expression of interest in serving as a member on the Town of Essex Committee of Adjustment. Although a resident of Lakeshore, my husband and I own several properties in your municipality and transact most of our professional and personal business in your community.

Attached is a summary of my current volunteer involvement as well as a list of past organizations and Committees I was actively involved with during my 19 year tenure as a member (CMO) of senior management with municipal government. Prior to this, I worked in the legal profession for 10 years as a legal secretary.

As past Secretary-Treasurer to the Committee of Adjustment at the Township of Maidstone for approximately 10 years, I am well versed in severance and minor variance processes and procedures as well as interpretation of Official Plans and Zoning By-laws. I also have extensive planning knowledge having worked directly with and assisted municipal planners at the municipality. As part of my employment in this capacity, I also attended many Committee of Adjustment conferences and training opportunities as well as an extensive 2 week Planning course at the Georgian Bay College in Barry.

I am confident of my ability to provide meaningful input in this decision making capacity and trust that my knowledge will be beneficial to the operation of this Committee. Thank-you for your time and consideration of my application.

Sincerely,

ANDREA RIVEST



### **Past Memberships**

- Ontario Association of Police Boards of Ontario (Secretary to Board)
- Essex County Provincial Offences Act Liaison Committee
- Association of Municipal Clerks & Treasurers of Ontario
- Association of Committee of Adjustment & Consent authorities
- Property Standards Committee
- Lakeshore Joint Health & Safety Committee
- County of Essex Emergency Co-ordination Committee
- Lakeshore Youth Council Steering Committee
- Duplicate Street Name Committee
- Municipal Alcohol Policy Committee

### **CURRENT**

- member of EWSWA Technical Review Committee

### **Current Volunteer Involvement**

#### **Good Shepherd Parish**

- Member, Seminary Formation Committee
- Minister of the Word
- Commentator
- Eucharistic Minister
- Adult alter server

#### **VON Nurse Practitioner Clinic – Belle River**

- Member of Community Advisory Committee

### **Past Volunteer Involvement**

#### **St. Williams Parish, Emeryville**

- Member of Parish Advisory Council
- Chair of Liturgical Committee

#### **Lakeshore Community Services**

- Board member
- Secretary to Board



## Report to Council

Department: Infrastructure and Development

Date: April 03, 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 2018-04

Subject: Results of Request for Tender -  
Supply of Winter Control Equipment for a Tandem Plow Truck 2018 and Supply of Tandem Plow Truck Cab and Chassis 2018

Number of Pages: 3

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

It is recommended that:

1. Infrastructure and Development Report 2018-04 entitled "Request for Tender Results - Supply of Winter Control Equipment for a Tandem Plow Truck 2018 and Supply of Tandem Plow Truck Cab and Chassis 2018" be received; and
2. Council award the Request for Tenders as follows:-
  - a. ID-18-004 Supply of Winter Control Equipment for a Tandem Plow Truck 2018 to Viking-Cives Ltd. in the amount of one hundred seven thousand, two hundred and fourteen dollars and thirty three cents (\$107,214.33) including applicable taxes.
  - b. ID-18-003 Supply of Tandem Plow Truck Cab and Chassis 2018 to Team Truck Centres Ltd. in the amount one hundred forty three thousand, nine hundred and

seventy eight dollars and thirty eight cents (\$143,989.38) including applicables 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 qualified contractors to provide the Town with the Winter Control Equipment for Tandem Plow Truck and the Tandem Plow Truck Cab and Chassis.

## Background

The purchase of one tandem plow truck cab and chassis with winter control equipment was approved in the 2018 Capital Budget.

Two separate Request for Tenders (one for the cab and chassis and one for the winter control equipment), following the guidelines as set out in the Town's Procurement By-Law Number 1043 were posted both on the Town's website and Merx, and closed on March 07, 2018 at 3:00:00 pm.

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

ID-18-004 Supply of Winter Control Equipment for a Tandem Plow Truck 2018

Bidder Name	Total Amount including applicable taxes
Viking-Cives Ltd.	\$107,214.33



Viking-Cives Ltd., submitted the compliant bid which satisfied all of the tender specifications and requirements. They have provided the Town of Essex similar equipment with satisfactory services.

#### ID-18-003 Supply of Tandem Plow Truck Cab and Chassis 2018

Bidder Name	Total Amount including applicable taxes
401 TruckSource Inc.	\$152,465.99
Team Truck Centres Ltd.	\$143,989.38

The low bid from Team Truck Centres Ltd. met all the tender specifications. They have also successfully provided the Town of Essex with various equipment over the years.

## Financial Impact

As per the 2018 approved capital budget, \$280,000 has been allocated towards both the Winter Control Equipment for a Tandem Plow Truck (Viking Cives Ltd \$107,214.33) and the Tandem Plow Truck Cab and Chassis (Team Truck Centres Ltd \$143,989.38).

The total of the tandem truck with winter control equipment is \$251,203.71, which is within the approved 2018 capital budget.

Reviewed by: Chris Nepszy, Director, Infrastructure and Development

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

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

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



## Report to Council

**Department:** Communications  
**Date:** April 3, 2018  
**Prepared by:** Alex Denonville, Manager, Communications  
**Submitted by:** Alex Denonville, Manager, Communications  
**Report Number:** Communications Report 2018-01  
**Subject:** Purchase of New Chain of Office  
**Number of Pages:** 3

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

It is recommended that Communications Report 2018-01 entitled "Purchase of New Chain of Office" **be received** as information.

### **Purpose**

To advise Council of the purchase of a new Chain of Office, to be worn by the Mayor during Regular Council Meetings and otherwise at the discretion of the Mayor.

### **Background**

A chain of office is a collar or heavy chain which serves as a distinguishing mark for the position of the Mayor. Chains of office have historically been worn to convey the importance and authority of the office of the individual wearing them. They have been in use since as early as the 14<sup>th</sup> century.

In the municipal context, most chains of office include a hanging badge of the municipality's logo, as well as plates engraved with names of the mayors who have served. Some chains include provincial and federal government crests as well as other adornment.

The current chain of office of the Town of Essex is showing visible signs of wear and tear. Many of the badges on the chain are corroding or their paint is chipped. The current chain of office does not include name plates for the mayors who have served in the position, nor does it use the current brand standards or Town logos.

In late 2017, the Manager, Communications, contacted a Canada-based company, International Coats of Arms, to produce a quote and mock-up for a new chain of office. See attached for the mockup of the chain of office and medallion.

The proposed chain of office includes a number of elements: a suspended medallion of the Town of Essex logo, the provincial and federal coats of arms, as well as name bars for the mayors who have served since amalgamation.

Part of Section 2.1.3 of the Procedural By-law defines the Mayor's use of the Chain of Office.

*"The Chain of Office shall be worn at all Regular Meetings and otherwise at the discretion of the Mayor."*

## **Financial Impact**

The design and production of the new Chain of Office has been quoted at \$2,399 plus HST and shipping, which will be taken from Council's operating budget.

## **Link to Strategic Priorities**




Not applicable.

## **Reviewed by:**

Donna Hunter, Chief Administrative Officer, Concurs



Size - 3 " ( A - B )

-  Highly Polished Silver Plating
-  Finely Sandblasted Recessed Silver Plating
-  282 C



## Report to Council

Department: Municipal Drainage  
Date: April 3, 2018  
Prepared by: Norman Nussio  
Assistant Manager, Operations/Drainage  
Submitted by: Chris Nepszy, P.Eng, PE  
Director, Infrastructure and Development  
Report Number: Municipal Drainage 2018-03  
Subject: Appointment of a Drainage Engineer to prepare a report on behalf of ERCA for a new pedestrian walkway over the Essex Outlet Drain.

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

That Report Municipal Drainage 2018-03 is accepted and that Council appoints the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for a pedestrian walkway over the Essex Outlet Drain.

### **Reason for Report**

The Town of Essex Drainage department has received a request for a pedestrian walk way over the Essex Outlet Drain from the Essex Region Conservation Authority (ERCA) to connect the new bike path leaving the Town of Essex. Currently the bike path is utilizing the main access to the Water Treatment Plant and Operations yard. The access is not ideal for pedestrians due to vehicles and truck traffic. In addition, the yard is locked after 4:00pm on week days and all day on weekends.

### **Background**

The Essex Outlet Drain commences East of Highway # 3 on North Malden and Victoria and travels westerly to the Mole Side Road witch than travels in a Southerly direction to its

discharge point at the River Canard behind Gesstwood Retreat & Camp Centre. The last maintenance report on file was dated August 8<sup>th</sup> 1975 by C.G Armstrong.

**According to Section 78 of the Drainage Act Revised Statues of Ontario 1990.**

**Improving, upon examination and report of engineer**

**78.** (1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4. 2010, chapter. 16, Schedule. 1, section. 2 (27).

**Projects**

(1.1) The projects referred to in subsection (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Constructing a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works. 2010, chapter 16, Schedule. 1, section. 2 (27).

**Notice to conservation authority**

(2) An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected.

Revised Statutes of Ontario 1990, chapter D.17, section 78 (2); 2010, c. 16, Schedule 1, section 2 (28).

### **Powers and duties of engineer**

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. Revised Statutes of Ontario 1990, chapter D.17, section 78 (3).

### **Proceedings**

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. Revised Statutes of Ontario 1990, chapter D.17, section 78 (4).

The Drainage Act prescribes the process and timelines that must be followed for a report, under Section 4 of the Drainage Act, for a municipal drain. In brief, the process includes:

- Consideration of the Report by Council; and the appointment of an Engineer to prepare a preliminary report;
- Conduct an On-site Meeting with affected landowners to review their drainage requirements;
- Conduct a Meeting to consider the preliminary report and recommendation whether or not to proceed with the preparation of an Engineer's Report
- Council approval of the Committee recommendation;

### **Schedule**

After Council appoints an Engineer, the estimated schedule will be as follows:

- Council approval and appointment of Engineer – April 2018
- On Site Meeting –May 2018
- Preparation of the Report – August 2018
- Submission of Report and notification period –September 2018
- Consideration of the Report by Council –October 2018
- Preparation of Provisional By-law – October 2018
- Court of Revision – November 2018
- Construction- December 2018

## **Financial Impact**

ERCA will be responsible for all cost associated with the construction , engineering and incidental costs.

## **Link to Strategic Priorities**

This report links to the fourth strategic priority: Enhance the visibility and transparency of Council to the community.

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:





## Report to Council

Department: Municipal Drainage  
Date: April 3, 2018  
Prepared by: Norman Nussio  
Assistant Manager, Operations/Drainage  
Submitted by: Chris Nepszy, P.Eng, PE  
Director, Infrastructure and Development  
Report Number: Municipal Drainage 2018-04  
Subject: Appointment of a Drainage Engineer to prepare a report for a new access culvert over the Bowler/South Malden Road Drain.

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

That Report Municipal Drainage 2018-04 is accepted and that Council appoints the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for an access culvert of the Bowler/South Malden Road Drain.

### **Reason for Report**

The Town of Essex Drainage department has received a request from Mr. Keith Shepley to install a new access culvert to service his agricultural lands. The existing farm access is now being utilized by his residential property at 1498 County Road 15 and requires an access for his agricultural lands.

### **Background**

The Bowler/South Malden Road Drain commences at the corner of South Malden Road and County Road 15 it then travels in a westerly and northerly direction beside County Road 15 to

its discharge point in River Canard. The last maintenance report on file was prepared on December 8<sup>th</sup> 1993 by Thames Valley Engineering Inc.

### **According to Section 78 of the Drainage Act Revised Statutes of Ontario 1990.**

#### **Improving, upon examination and report of engineer**

**78.** (1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4. 2010, chapter. 16, Schedule. 1, section. 2 (27).

#### **Projects**

(1.1) The projects referred to in subsection (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Constructing a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works. 2010, chapter 16, Schedule. 1, section. 2 (27).

#### **Notice to conservation authority**

(2) An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each

conservation authority that has jurisdiction over any of the lands that would be affected. Revised Statutes of Ontario 1990, chapter D.17, section 78 (2); 2010, c. 16, Schedule 1, section 2 (28).

### **Powers and duties of engineer**

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. Revised Statutes of Ontario 1990, chapter D.17, section 78 (3).

### **Proceedings**

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. Revised Statutes of Ontario 1990, chapter D.17, section 78 (4).

The Drainage Act prescribes the process and timelines that must be followed for a report, under Section 4 of the Drainage Act, for a municipal drain. In brief, the process includes:

- Consideration of the Report by Council; and the appointment of an Engineer to prepare a preliminary report;
- Conduct an On-site Meeting with affected landowners to review their drainage requirements;
- Conduct a Meeting to consider the preliminary report and recommendation whether or not to proceed with the preparation of an Engineer's Report
- Council approval of the Committee recommendation;

### **Schedule**

After Council appoints an Engineer, the estimated schedule will be as follows:

- Council approval and appointment of Engineer – April 2018
- On Site Meeting –May 2018
- Preparation of the Report – August 2018
- Submission of Report and notification period –September 2018
- Consideration of the Report by Council –October 2018
- Preparation of Provisional By-law – October 2018

- Court of Revision – November 2018
- Construction- December 2018

## **Financial Impact**

The landowner will be responsible for all cost associated with the construction , engineering and incidental costs.

## **Link to Strategic Priorities**

This report links to the fourth strategic priority: Enhance the visibility and transparency of Council to the community.

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:



## Report to Council

Department: Municipal Drainage  
Date: April 3, 2018  
Prepared by: Norman Nussio  
Assistant Manager, Operations/Drainage  
Submitted by: Chris Nepszy, P.Eng, PE  
Director, Infrastructure and Development  
Report Number: Municipal Drainage 2018-05  
Subject: Appointment of a Drainage Engineer to prepare a  
Report for a new Access Culvert over the 8th Concession  
West Drain  
Number of Pages: 4

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

That Report Municipal Drainage 2018-05 is accepted and that Council appoints the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act Revised Statutes of Ontario 1990, to prepare a drainage report for a new access culvert over the 8<sup>th</sup> Concession West Drain.

### **Reason for Report**

The Drainage department has received a request from Frank Preston to install a secondary access for his agricultural lands located at 8594 8<sup>th</sup> Concession Road.

### **Background**

The 8<sup>th</sup> Concession West Drain is located on the north side of 8<sup>th</sup> Concession Road and commences at Ferris Road traveling westerly and northerly to its discharge point in the River Canard natural watercourse. The last drainage report on file was prepared by Bruce D. Crozier Engineering Inc in 1998.

## **According to Section 78 of the Drainage Act Revised Statutes of Ontario 1990.**

### **Improving, upon examination and report of engineer**

**78.** (1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4. 2010, chapter. 16, Schedule. 1, section. 2 (27).

### **Projects**

(1.1) The projects referred to in subsection (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Constructing a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works. 2010, chapter 16, Schedule. 1, section. 2 (27).

### **Notice to conservation authority**

(2) An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected.

Revised Statutes of Ontario 1990, chapter D.17, section 78 (2); 2010, c. 16, Schedule 1, section 2 (28).

### **Powers and duties of engineer**

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. Revised Statutes of Ontario 1990, chapter D.17, section 78 (3).

### **Proceedings**

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. Revised Statutes of Ontario 1990, chapter D.17, section 78 (4).

The Drainage Act prescribes the process and timelines that must be followed for a report, under Section 4 of the Drainage Act, for a municipal drain. In brief, the process includes:

- Consideration of the Report by Council; and the appointment of an Engineer to prepare a preliminary report;
- Conduct an On-site Meeting with affected landowners to review their drainage requirements;
- Conduct a Meeting to consider the preliminary report and recommendation whether or not to proceed with the preparation of an Engineer's Report
- Council approval of the Committee recommendation;

### **Schedule**

After Council appoints an Engineer, the estimated schedule will be as follows:

- Council approval and appointment of Engineer – April 2018
- On Site Meeting –May 2018
- Preparation of the Report – August 2018
- Submission of Report and notification period –September 2018
- Consideration of the Report by Council –October 2018
- Preparation of Provisional By-law – October 2018
- Court of Revision – November 2018
- Construction- December 2018

## **Financial Impact**

The landowner will be responsible for all cost associated with the construction , engineering and incidental costs.

## **Link to Strategic Priorities**

This report links to the fourth strategic priority: Enhance the visibility and transparency of Council to the community.

Reviewed by:

Reviewed by:

Reviewed by:

Reviewed by:





## Report to Council

Department: Infrastructure and Development  
Date: April 3, 2018  
Prepared by: Norm Nussio  
Assistant Manager, Operations/Drainage  
Submitted by: Chris Nepszy  
Director, Infrastructure and Development  
Report Number: Drainage 2018-06  
Subject: Appointment of Rood Engineer to prepare a report for a new access culvert over the James Shepley Drain.  
Number of Pages: 4

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

That report Drainage 2018-06 is accepted and that Council appoints the engineering firm of Rood Engineering Incorporated, pursuant to the Drainage Act R.S.O. 1990 to prepare a report for a new access culvert over the James Shepley Drain.

### **Reason for Report**

The Drainage department has received a request for a secondary access culvert over the James Shepley Drain to serve the agricultural lands of Mr. John Zaccagnini.

### **Background**

The James Shepley Drain commences on the west side of the Campbell Side Road (County Road 15) and follows along the north side of the County Rd 12 westerly to the ditch on the east side of the Brush Road. Then the drain turns

northerly along the Brush Road for a distance of 300 meters to its outlet into the 10<sup>th</sup> and 11<sup>th</sup> Side Road Drain.

C. G. R. Armstrong prepared the last report on file April 15, 1968.

## **According to Section 78 of the Drainage Act Revised Statutes of Ontario 1990 Improving, upon examination and Report of Engineer**

78. (1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4. 2010, chapter 16, Schedule 1, section 2 (27).

### **Projects**

(1.1) The projects referred to in subsection (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Constructing a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.

5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works. 2010, chapter 16, Schedule 1, section 2 (27).

## **Notice to Conservation Authority**

(2) An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the Secretary-Treasurer of each Conservation Authority that has jurisdiction over any of the lands that would be affected. Revised Statutes of Ontario 1990, chapter D.17, section 78 (2); 2010, chapter 16, Schedule 1, section 2 (28).

## **Powers and Duties of Engineer**

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. Revised Statutes of Ontario 1990, chapter D.17, section 78 (3).

## **Proceedings**

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. Revised Statutes of Ontario 1990, chapter D.17, section 78 (4).

The Drainage Act prescribes the process and timelines that must be followed for a report, under Section 4 of the Drainage Act, for a municipal drain. In brief, the process includes:

- Consideration of the Report by Council; and the appointment of an Engineer to prepare a preliminary report;
- Conduct an on-site meeting with affected landowners to review their drainage requirements;
- Conduct a meeting to consider the preliminary report and recommendation whether or not to proceed with the preparation of an Engineer's Report
- Council approval of the Committee recommendation;

## **Schedule**

Should Council approve to proceed with the maintenance report and appoint an Engineer, the estimated schedule will be as follows:

- Council approval and appointment of Engineer – April 2018
- On Site Meeting –May 2018
- Preparation of the Report – August 2018
- Submission of Report and notification period –September 2018
- Consideration of the Report by Council –October 2018
- Preparation of Provisional By-law – October 2018
- Court of Revision – November 2018
- Construction- December 2018

## **Financial impact**

The landowner will be responsible for all cost associated with the construction, engineering and incidental costs.

Reviewed by: Chris Nepszy, P.E., P.Eng.

Reviewed by:

Reviewed by:



## Report to Council

Department: Chief Administrative Officer (CAO)  
Date: April 3, 2018  
Prepared by: Nelson Silveira, EDO  
Submitted by: Donna Hunter, CAO  
Report Number: EDO 2018-05  
Subject: Ontario's Main Street Revitalization Initiative  
Number of Pages: 3

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

1. That, EDO report 2018-05 entitled Ontario's Main Street Revitalization Initiative be **received.**

### Reason for Report

This report is to provide council with next steps and an overview of the Main Street Revitalization Initiative recently established by the Ontario Ministry of Agriculture Food and Rural Affairs (OMAFRA) administered by the Association of Municipalities Ontario (AMO).

### Background

The Main Street Revitalization Initiative is a \$26 million fund to help municipal governments undertake main street revitalization activities that support and benefit small businesses. Projects eligible for one-time funding under this newly launched program include:

1. Implementation of priority financial incentives in existing Community Improvement Plans such as :
  - Commercial building façade improvements;
  - Preservations and adaptive reuse of heritage and industrial buildings;
  - Provision of affordable housing;
  - Space conversion for residential and commercial uses;
  - Structural improvements to buildings;
  - Improvement of community energy efficiency; and
  - Accessibility enhancements.

2. Funding of strategic municipal physical infrastructure such as:
  - Signage – wayfinding/directional, and gateway;
  - Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails; and
  - Marketing plan implementation – business attraction and promotion activities, special events.

Funding has been allocated to each municipality in Ontario with the exception of the City of Toronto. Allocations are based on population size and adjustments in the allocation have been made to ensure funding is equally distributed to municipalities with a population of less than 25,000.

<b>Municipality</b>	<b>Funding Allocation</b>
City of Windsor	\$221,724.56
Municipality of Leamington	\$54,000.40
Town of Amherstburg	\$57,051.29
<b>Town of Essex</b>	<b>\$55,716.34</b>
Town of Kingsville	\$56,711.58
Town of Lakeshore	\$61,976.44
Town of LaSalle	\$56,287.53
Town of Tecumseh	\$58,195.14

## Discussion

A total of \$55,716.34 has been allocated to the Town of Essex to use for main street initiatives by March 2020. Although accessing these funds do not require a formal application, they do require project descriptions to be included in the funding agreement that will be approved by Council at a later date.

The Essex Centre BIA and Harrow and Colchester South Chamber Commerce have been consulted and specific projects for 2018 will be identified in the coming weeks as these organizations take the time to discuss priorities with their members. Administration is recommending that allocations be split up between the four centres as they have been traditionally with two-thirds of the funding allocated to the larger centres of Harrow and Essex and the other third being split between the smaller centres of Colchester and McGregor.

<b>Centre</b>	<b>Funding Allocation</b>
Colchester Centre	\$9,286.06
Essex Centre	\$18,572.11
Harrow Centre	\$18,572.11
McGregor Centre	\$9,286.06

## **Financial Impact**

There is no financial impact for proposed projects that fall within the allotted funding from the province for each centre. If a larger project was identified and funding from the Main Street Revitalization Initiative was used to offset those costs, then there may be financial implications to downtown beautification or Community Improvement Plan budgets.

## **Link to Strategic Priorities**

This report is linked to one Strategic Priority:

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

Reviewed by:

Donna Hunter, Chief Administrative Officer, Concurs

Doug Sweet, Director of Community Services, Concurs

Jeffrey Morrison, Director of Corporate Services, Concurs

### UNEMPLOYMENT RATE

Town of Essex

**5.7%**

Ontario

**5.7%**

Canada

**5.5%**

Stats Canada 2016 Census (Posted November 29th, 2017)

### NEW BUSINESS



**Lakeside Porch & Pillow**, 123 Adelaide St, Colchester

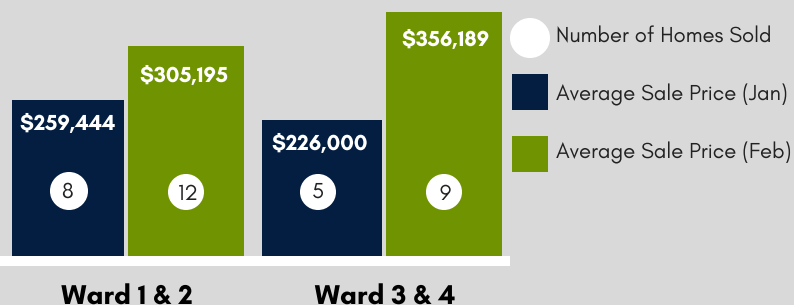


**Woodcraft Pizza & Bar**, 47 Talbot St North, Essex



**Moonstones**, 32 Arthur Ave, Essex

### REAL ESTATE



### MAIN STREET FUNDING

**\$55,716.34**

Funding allocated by the Ontario Ministry of Agriculture, Food and Rural Affairs for the Town of Essex to use on main street beautification projects.

### BUILDING PERMITS

January-February 2018



**\$1,799,814.00**

Total Construction Value 2018

January-February 2017

**\$2,079,832.00**

### RESIDENTIAL SALES



**34**

Total Single Family Dwellings sold in 2018

Ward 1&2: **20 Homes Sold**

Ward 3&4: **14 Homes Sold**

Jan-Feb 2017: **44 Homes Sold**



**The Corporation of the Town of Essex**

**By-Law Number 1468**

**Being a by-law to authorize the execution of  
an Agreement for an Integrity  
Commissioner between The Corporation of  
the Town of Essex and Robert J. Swayze,  
Barrister & Solicitor**

Whereas Section 223 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, authorizes a Municipality to appoint an Integrity Commissioner who reports to Council, to investigate in an independent manner the functions assigned by the municipality with respect to the application of the code of conduct for members of Council, and the application of any procedures, rules and policies of the municipality governing the ethical behaviour of members of council and of local boards or of either of them;

And Whereas The Corporation of the Town of Essex desires to enter into an Agreement with Robert J. Swayze, Barrister & Solicitor to perform the duties of Integrity Commissioner for the municipality as assigned in the Agreement;

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 By-Law Number 1468 between The Corporation of the Town of Essex and Patrick J. Swayze, Barrister & Solicitor.
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 November 16, 2015.**

  
Mayor

  
Clerk

**Agreement re: Integrity Commissioner**

**Dated: November 5, 2015**

**Between:**

**The Corporation of the Town of Essex**

(hereinafter referred to as the "Municipality")

-and-

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

(hereinafter referred to as the "Independent Contractor")

**Whereas:**

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

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

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

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

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

In performing such duties, the Integrity Commissioner shall have the powers set out in Subsection 223.13 (6) and Sections 223.14 to 223.18 of the Act.

### 3. Fees

- i. Hourly Rate – In any month, the Independent Contractor shall be paid an additional fee at the rate of \$280 per hour for his time spent. The Independent Contractor agrees that such fee shall be charged or credited only for such time that the Independent Contractor is actively investigating an inquiry, preparing and presenting his/her report with respect thereto or addressing a request for advice or information from the municipality. The Independent Contractor is entitled to be reimbursed other reasonable receipted expenses related to his duties as set out in Section 3, "Fee Schedule" of the Independent Contractor's proposal to provide the services of Integrity Commissioner, attached hereto as Attachment "A".
- ii. Detailed Invoices – The Independent Contractor further covenants and agrees to provide detailed dockets of his time spent and to identify each matter separately. The Independent Contractor shall invoice the Municipality quarterly or as otherwise required by the Director of Corporate Services and such invoices shall be paid by the Municipality within thirty (30) days of receipt.

Term – The term of this Agreement (the "Term") is for a fixed two (2) year term commencing on November 4, 2015 and ending on November 3, 2017 unless renewed and/or extended by agreement of all the parties for a further two-year term.

- 4. Taxes – All amounts payable to the Independent Contractor shall be paid without deduction. The Independent Contractor shall be responsible for any contributions imposed or required under employment insurance, health tax, social insurance, income

tax laws, Worker's Compensation (if elected to enrol), pension with respect to any amounts paid to the Independent Contractor. The Municipality assumes no obligation or liability as between the parties to this Agreement to deduct or remit any statutory or government remittances.

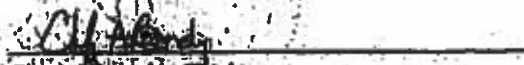
5. Independent Contractor – The Independent Contractor is a contractor independent of the Municipality. Nothing herein shall be interpreted to create a relationship of employer/employee, partnership, franchise, agency or joint venture or other like arrangement.
6. Delegation – In the event the Independent Contractor determines it to be necessary to delegate some or all of his powers and duties, then he may do so in writing to any person other than a member of council, provided that the person to whom such delegation is made agrees in writing to be governed by the same duties of secrecy as the Independent Contractor and to abide by the terms and conditions of this Agreement. Such person shall always be under the supervision and direction of the Independent Contractor. Invoices shall be rendered by the Independent Contractor including the cost of such delegation without mark up and the Independent Contractor shall otherwise be responsible for the fees and disbursements of any delegates.
7. Binding - This Agreement shall enure to the benefit of and bind the parties and their respective heirs, successors and permitted assigns.
8. Indemnification - The Municipality agrees to indemnify and save harmless the Independent Contractor, its agents and assigns, from and against any and all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever arising out of or in connection with the Independent Contractor's provision of services and carrying out of its duties including, but not limited to, any alleged breach of this agreement, any procedural defect or other breach of relevant statutory provisions.
9. Entire Agreement - This Agreement contains the entire agreement between the parties and supersedes all previous negotiations, understandings and agreements, verbal or written with respect to any matter referred to in this agreement.

In witness hereof each of the parties hereto have set its hand and seal as of this 16<sup>th</sup> day of November, 2015.

**Signed, Sealed & Delivered**

**The Corporation of the Town of Essex**

  
Ron McDermott, Mayor

  
Cheryl Bondy, Clerk

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

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

NOVEMBER 17, 2015

Date



Witness

  
Robert J. Swayze, Barrister & Solicitor

**No correspondence available for presentation**

Minister of  
Seniors Affairs

6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 314-9710  
Fax: (416) 325-4787

Ministre des Affaires  
des personnes âgées

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 314-9710  
Télec.: (416) 325-4787



Ontario

March 2018

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to submit a nomination for the **2018 Senior of the Year Award**. This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**; who, after the age of 65, has enriched the social, cultural, or civic life of his or her community. The award pays tribute to this accomplishment, while simultaneously showing how seniors are making a difference in the lives of those around them.

[Click here to submit a nomination.](#)

**Deadline: April 30, 2018**

A certificate will be provided by the Ontario government and include as signatories: Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself, Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to work with municipalities on this initiative. Seniors have generously offered their time, knowledge and expertise to make this province a great place to live and it is important we recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca)  
Phone: 416-314-7526  
Toll-free: 1-877-832-8622  
TTY: 416-327-2391

Thank you for your support.

Sincerely,

Dipika Damerla  
Minister





admin@erca.org

P.519.776.5209

F.519.776.8688

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

March 12, 2018

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

Dear Mayor and Council:

**RE:** Delegation Presentation March 5, 2018

Thank you for the opportunity to address you and your Council on the evening of Monday, March 5, 2018. We appreciate the time and consideration given to the presentation of the ERCA 2017 Annual Report, 2018 ERCA Budget and projects proposed in your municipality in 2018.

We look forward to continued collaboration on the projects and initiatives that we currently share with the Town of Essex and look forward to shared opportunities that may come in the coming year.

Should you have questions or comments, please contact me directly via phone, 519-776-5209, extension 353; or email, [rwyma@erca.org](mailto:rwyma@erca.org)

Sincerely,

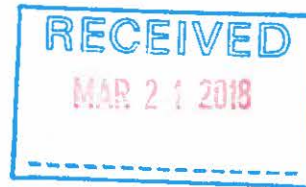
Richard J.H. Wyma  
General Manager/Secretary-Treasurer

/ck



**Hamilton**

Office of the City Clerk  
City Manager's Office  
City of Hamilton  
71 Main St. W., 1<sup>st</sup> Floor  
Hamilton, Ontario,  
Canada L8P 4Y5  
www.hamilton.ca



March 13, 2018

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

Rural Ontario Municipal Association  
200 University Avenue, Suite 800  
Toronto, ON M5H 3C6

Ontario Municipalities

Dear Sir/Madame,

**Re: Offering School Property to Municipalities**

At its meeting of February 28, 2018, Hamilton City Council endorsed The Town of Essex's resolution regarding the above matter, as follows:

That when schools boards make decisions to close schools that they have to offer the building to the local municipality for a dollar.

Yours truly,

Janet Pilon, CMMIII, DPA, CMO  
Manager, Legislative Services/Deputy Clerk

cc Robert Auger  
Clerk, Legal and Legislative Services  
Town of Essex

File: C18-003  
(5.5)

The Corporation of the  
**MUNICIPALITY OF TWEED**

255 Metcalf St., Postal Bag 729  
Tweed, ON K0K 3J0  
Tel.: (613) 478-2535  
Fax: (613) 478-6457



Email: [info@twp.tweed.on.ca](mailto:info@twp.tweed.on.ca)  
Website: [www.tweed.ca](http://www.tweed.ca)  
[facebook.com/tweedontario](https://facebook.com/tweedontario)

RECEIVED

MAR 21 2018

March 19, 2018

Town of Essex  
33 Talbot St S.  
Essex ON, N8M 1A8

Attention: Russ Phillips  
CAO

Dear Sir:

I wish to advise that Council, at their regular meeting held March 14, 2018 passed a resolution in support of the Town of Essex resolution regarding offering school property to municipalities.

Yours truly,

Betty Gallagher, A.M.C.T.  
CAO/Clerk – Treasurer

/lw

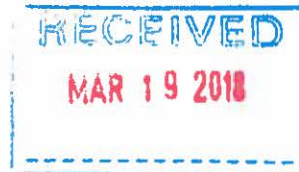




TOWNSHIP OF NAIRN AND HYMAN

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](mailto:nairncentre@personainternet.com)

March 16, 2018



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

**RE: Offering School Property to Municipalities**

Dear Sir/Ms:

Please be advised that our council adopted the following resolution at their meeting of March 12, 2018:

**RESOLUTION # 2018-4-77**

**MOVED BY:** Charlene Y. Martel

**SECONDED BY:** Brigita Gingras

**RESOLVED:** that council supports the resolution adopted by the Town of Essex, number R18-01-013, requesting that when school boards make decisions to close schools, that they have to offer the building to the local municipality for a dollar.

**CARRIED**

Sincerely yours,

Robert Deschene,  
CAO, Clerk Treasurer

RD/

cc. Town of Essex  
Michael Mantha, MPP, Algoma-Manitoulin



# *Municipality of Killarney*

March 16, 2018

*Email: [rauger@essex.ca](mailto:rauger@essex.ca)*

**Main Office:**

32 Commissioner Street  
Killarney, Ontario  
P0M 2A0

Tel: 705-287-2424

Fax: 705-287-2660

**E-mail:**

[inquiries@municipalityofkillarney.ca](mailto:inquiries@municipalityofkillarney.ca)

**Public Works Department:**

1096 Hwy 637  
Killarney, Ontario  
P0M 2A0

Tel: 705-287-1040

Fax: 705-287-1141

**website:**

[www.municipalityofkillarney.ca](http://www.municipalityofkillarney.ca)

Robert Auger, LLB  
Clerk, Legal and Legislative Services  
Town of Essex  
33 Talbot St. S.  
Essex, ON N8M 1A8

Dear Mr. Auger:

Attached hereto is Resolution #18-084 that was passed at the Regular Meeting of Council held March 14, 2018 which is self-explanatory.

Should you have any questions, please contact the municipal office.

Sincerely,  
**THE MUNICIPALITY OF KILLARNEY**

(Ms) Amanda Tyson  
Clerical Assistant

Attachment



*The Corporation of the Municipality of Killarney  
32 Commissioner Street  
Killarney, Ontario  
P0M 2A0*

MOVED BY: Nancy Wirtz

SECONDED BY: Pierre Paquette

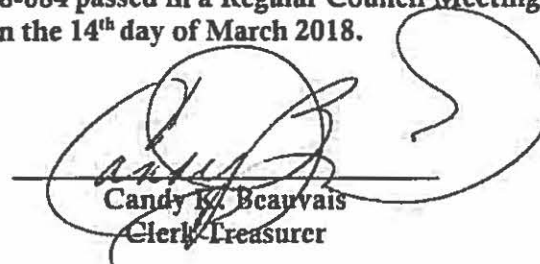
**RESOLUTION NO. 18-084**

**BE IT RESOLVED THAT** the Municipality of Killarney support the resolution passed by the Town of Essex at its January 15, 2018 regular meeting that when school boards make the decision to close schools, that they have to offer the building to the local municipality for a dollar;

**FURTHER THAT** this would give municipalities a meaningful opportunity to ensure that these properties remain a key hub for social and economic development in their respective communities.

**CARRIED**

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #18-084 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 14<sup>th</sup> day of March 2018.

  
Candy K. Beauvais  
Clerk Treasurer



March 21, 2018

Robert Auger, Clerk  
Town of Essex  
Sent to email: [rauger@essex.ca](mailto:rauger@essex.ca)

**Re: AMO and FCM provide user pay childcare services at conference**

---

Dear Mr. Auger:

At the last regular Planning and Community Affairs Committee meeting of the Township of Scugog held March 19, 2018, your correspondence (No. 71-18) regarding the above captioned matter was discussed.

I wish to advise that the following resolution was passed:

**“THAT** Correspondence No. 71 -18, regarding the request to AMO and FCM to provide user pay childcare services at conferences, be received.”

At this time no further action has been directed. Should you require anything further in this regard, please do not hesitate to contact the undersigned.

Best regards,

A handwritten signature in blue ink, appearing to read 'John Paul Newman', is written over a blue circular stamp.

John Paul Newman  
Director of Corporate Services/Clerk

**From:** AMO Communications [<mailto:communicate@amo.on.ca>]  
**Sent:** Tuesday, March 27, 2018 4:35 PM  
**To:** Auger, Robert <[rauger@essex.ca](mailto:rauger@essex.ca)>  
**Subject:** AMO Policy Update - One-Third Tax Free Exemption for Municipal Officials

March 27, 2018

## **One-Third Tax Free Exemption for Municipal Officials**

In March 2017, the federal budget announced the government's intention to eliminate the one-third tax free exemption for municipal elected officials beginning in 2019. The 2018 federal budget delivered last month did not signal any change from that plan.

AMO's Board of Directors passed a resolution last June seeking the involvement of the Federation of Canadian Municipalities (FCM) on this matter. FCM has advised they have been raising this issue with federal officials over the past months but again, there have been no signs to suggest a change of plan for 2019.

While 2019 is nine months away, a municipal government may want to begin considering what course of action to take or at least to note it as a matter for the incoming council after the fall's municipal election.

AMO would also like to thank the 144 municipal treasurers who took part in our salary survey. Over 90% of survey respondents indicated their municipality uses the exemption. This information was provided to FCM in support of their advocacy efforts.

Here are some examples from the survey which illustrate the impact of this change in 2019:

- The cost increase for a central Ontario municipality with a council of nine and a population of 30,000 will be at least \$28,000.
- The cost increase for an eastern Ontario county council of seventeen and a population of 77,000 will be at least \$74,000.
- The cost increase for a southwestern Ontario municipality with a council of seven and a population of 24,000 will be at least \$14,000.

For almost half of Ontario's municipal governments, a one per cent property tax increase raises only \$50,000.



Also available for member municipal governments is 2017 survey results on council salaries. Use your AMO login to access the salary survey information available on the Dashboard. If you have forgotten your login details, please email [amo@amo.on.ca](mailto:amo@amo.on.ca).

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**PLEASE NOTE:** AMO Breaking News will be broadcast to the member municipality's council, administrator, and clerk. Recipients of the AMO broadcasts are free to redistribute the AMO broadcasts to other municipal staff as required. We have decided to not add other staff to these broadcast lists in order to ensure accuracy and efficiency in the management of our various broadcast lists.

**DISCLAIMER:** Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

**OPT-OUT:** If you wish to opt-out of these email communications from AMO please click [here](#)



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VIA EMAIL ONLY

March 21, 2018

The Corporation of the Town of Essex  
c/o Robert Auger, Clerk and Manager of Legislative Services  
33 Talbot Street South  
Essex, Ontario N8M 1A8  
Email: [rauger@essex.ca](mailto:rauger@essex.ca)

Mayor McDermott and Members of Council:

**Re: Cannabis – Production Facilities for Medical Purposes and Legalization**

On behalf of the Greater Essex County District School Board (GECDSB) we are aware of the following:

- The Government of Canada recently passed Regulation SOR/2016-230, known as Access to Cannabis for Medical Purposes Regulations under the *Controlled Drugs and Substances Act*;
- The Government of Canada is still considering Bill C-45, an Act Respecting Cannabis and amending the Controlled Drugs and Substances Act, the Criminal Code and other Acts; and
- The Government of Ontario has passed Bill 174, being an Act to Enact the Cannabis Act, 2017, the Ontario Cannabis Retail Corporation Act, 2017 and the Smoke-free Ontario Act, 2017, to repeal two acts and to make amendments to the Highway Traffic Act respecting Alcohol, Drugs and Other Matters.

We also appreciate that municipalities have authority over land use regulation and have the power to prohibit and regulate certain uses through their prospective zoning by-law(s), pursuant to the *Planning Act*. We are writing to urge your municipality to consider creating the following:

1. Land use controls related to cannabis production facilities for medical purposes, in order to limit the proximity to school facilities;
2. Land use controls related to cannabis retail stores, in order to limit the proximity to school facilities; and
3. A process to inform school boards of any potential sites.

Please do not hesitate to contact me if you have any questions or concerns on the above.

Yours truly,

A handwritten signature in black ink that reads "Kim McKinley". The signature is written in a cursive style with a large, looped "M" and a long, sweeping underline.

Kim McKinley  
Chairperson  
Greater Essex County District School Board  
451 Park Street West, PO Box 210  
Windsor, Ontario N9A 6K1  
Telephone: (519) 972-1035  
Email: [kim.mckinley@publicboard.ca](mailto:kim.mckinley@publicboard.ca)



## TOWN OF LAKESHORE

419 Notre Dame St.  
Belle River, ON N0R 1A0

March 9, 2018

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

Attention: Robert Auger, Manager, Legislative Services/Clerk

Dear Mr. Auger:

**RE: DOG POUND SERVICES**

At their meeting of February 15, 2018 the Dog Pound Committee approved the following resolution:

Committee member Burns moved and Committee member Houston seconded:

**That:**

**A request be forwarded to the Council for the Town of Essex, Town of Lakeshore, Town of LaSalle and Town of Tecumseh requesting input and comments regarding the short term and long term vision of the dog pound and possible name change of facility.**

**Motion Carried**

Once you have had a opportunity to obtain any comments from your respective Council please forward them to the Dog Pound Committee in care of the Town of Lakeshore, Clerk.

Should you require further information regarding this request please contact the undersigned.

Yours truly,

Mary Masse  
Clerk

## **TOWN OF LAKESHORE**

### **ADMINISTRATION CLERK'S DIVISION**

**TO:** Mayor and Members of Council  
**FROM:** Mary Masse, Clerk  
**DATE:** March 9, 2018  
**SUBJECT:** Dog Pound Committee Request for Municipal Input

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#### **RECOMMENDATION:**

It is recommended that:

1. Council receive this report and the attached letter, and;
2. The services provided at the pound remain status quo, and;
3. Council request that the Dog Pound Committee bring forward recommendations regarding a draft operating agreement and facility name for Council consideration.

#### **BACKGROUND:**

At their meeting of February 15, 2018 the Dog Pound Committee requested that the attached letter be sent to the four partnering municipalities requesting input and comments regarding the short term and long term vision of the dog pound and possible name change of the facility.

#### **COMMENTS:**

Council recently approved the renewal of the lease agreement with the County of Essex for use of the dog pound facility located at the former landfill number 3 site on County Road 25 for a period of twenty years. All of the municipalities who share the use of the facility also approved the renewal of the lease.

The Dog Pound Committee have expressed a desire to review the vision and mission for the dog pound with a focus on updating and renewing an operating agreement that will establish the terms of reference for the administration of the pound, the cost sharing formula and establish parameters for including additional partnering municipalities to the agreement. The name of the pound facility has also been a topic to review on previous agendas. Once a draft operating agreement is in place it will be presented to each municipal Council for approval.

In accordance with the existing agreement, the administration of the Pound is the responsibility of the host municipality (Town of Lakeshore). The Clerk's Division oversees the daily operation of the Pound and manages the two pound keepers who are employees of the Town of Lakeshore. The level of services provided at the Pound are adequate and are established within the guidelines of the Animal Health Act. The facility undergoes a successful annual inspection by the Ministry of Agriculture, Food and Rural Affairs, Animal Health and Welfare Branch.

In the past two years there has been some interest from other County municipalities to use the services of the Pound. The Committee reviewed the requests individually and were prepared to make a recommendation to the respective Councils, (however the interested parties were able to secure alternate dog pound/shelter services). It was discovered through this process that there is no governance guideline available to the Committee for negotiating the financial obligations of an added party to the agreement. It is recommended that the agreement include parameters for negotiating with additional partners.

It was also suggested that the name of the dog pound facility should not be reflective of one user of the pound and should be more inclusive of the fact that it is a shared facility. Further discussion regarding the name should be undertaken by the Dog Pound Committee with a recommendation presented to the respective Councils for consideration.

#### **OTHERS CONSULTED:**

There were no other members of administration consulted during the preparation of this report.

#### **FINANCIAL IMPACTS:**

There are no financial impacts resulting from the recommendations.

#### **Prepared by:**

#### **Submitted by:**

---

Mary Masse  
Clerk

---

Tom Touralias, P. Eng, MBA  
Chief Administrative Officer

MM/

**Attachment(s): Letter dated March 9, 2018 on behalf of the Dog Pound Committee**



## **Essex Police Services Board Regular Meeting Minutes**

A regular meeting of the Essex Police Services Board was held on Thursday, March 8, 2018 @ 4:30 p.m. in the Town of Essex Large Meeting Room, 33 Talbot Street South, Essex, Ontario.

### **Roll Call:**

**Present:** Chair Morley Bowman

Mayor Ron McDermott

Councillor Larry Snively

John Garinger

Vice Chair Kim Verbeek

Staff Sergeant Ed Marocko, Ontario Provincial Police

A/Staff Sergeant Pat Lenehan, Ontario Provincial Police

Sergeant Jeff Coulter, Ontario Provincial Police

Donna Hunter, CAO, Town of Essex

Jill Brett, Secretary

### **1. Call To Order**

The Chair called the meeting to order at 4:30 p.m.

### **2. Declarations of Conflict of Interest**

There were no declarations of conflict of interest.

### **3. Adoption of the Published Agenda**

a) Moved by Larry Snively

Seconded by Vice Chair Kim Verbeek

**(EPSB18-03-013)** That the agenda for the March 8<sup>th</sup>, 2018 Essex Police Services Board regular meeting be adopted with amendments. "Carried"



## **Essex Police Services Board Regular Meeting Minutes**

### **4. Adoption of Minutes**

- a) Moved by Vice Chair Kim Verbeek

Seconded by Councillor Larry Snively

**(EPSB18-03-014)** That the minutes of the January 11<sup>th</sup>, 2018 Essex Police Services Board regular meeting be adopted as presented. "Carried"

### **5. Public Presentation**

None

### **6. Unfinished Business**

None

### **7. Reports from Administration**

- a) Moved by John Garinger

Seconded by Mayor Ron McDermott

**(EPSB18-03-015)** That the Ontario Provincial Report to the Essex Police Services Board and the Detachment Sergeant's Report for the month of January 2018 be received. "Carried"

### **8. Correspondence**

- a) Moved by Vice Chair Kim Verbeek

Seconded by Mayor Ron McDermott

**(EPSB18-03-016)** That the correspondence from Ellen Preuschat, Town of Tecumseh Police Services Board – Save the Date – Joint Police Services Board Meeting – Tuesday, June 26, 2018 @ 8:20 a.m. Ciociaro Club be received. "Carried"

- b) Moved by John Garinger

Seconded by Vice Chair Kim Verbeek





## **Essex Police Services Board Regular Meeting Minutes**

**(EPSB18-03-017)** That the correspondence from OAPSB – 2018 Spring Conference and Annual General Meeting Sponsorship be received and the Board agrees to donate \$500. "Carried"

- c) Moved by Vice Chair Kim Verbeek  
Seconded by Mayor Ron McDermott

**(EPSB18-03-018)** That the **For Information Purposes Only** correspondence be received and filed. "Carried"

### **9. New Business**

None

### **10. Announcements**

Staff Sergeant Mike Beatty's retirement party will be held on April 20<sup>th</sup> at the Pelee Island Winery. More details to follow.

### **11. Future Meeting Date**

Thursday, April 5<sup>th</sup>, 2018

### **12. Adjournment**

Moved by Vice Chair Kim Verbeek  
Seconded by Mayor Ron McDermott

**(EPSB18-03-019)** That the meeting be adjourned @ 5:10 p.m.

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Chair

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Secretary

## **Arts, Culture and Tourism Committee Meeting**

March 14, 2018

A regular meeting of the Arts, Culture, and Tourism (ACT) Committee was held on Wednesday, March 14, 2018 at 5:30 PM in the large meeting room of the Essex Town Hall, 33 Talbot Street South, Essex, Ontario.

Peter Youngson called the meeting to order and welcomed the committee members.

### **1. Roll Call**

Present: Peter Youngson, Chair

Jason Nagy

Liz Semperger

Councillor Larry Snively

Councillor Steve Bjorkman

Also Present: Cynthia Cakebread, Manager Recreation and Culture

Janice Aloisio, Administrative Assistant, Community Services

Regrets: Chris Carter

### **2. Declarations of Conflict of Interest**

- There were no declarations of Conflict of Interest noted.

### **3. Deletions, Additions or Changes to Agenda**

The Chair asked for any deletions, additions, or changes to the Agenda published for the March 14, 2018 meeting.

- No items came forward

#### **4. Adoption of Published Agenda**

- a) Wednesday, March 14, 2018 Regular Arts, Culture, and Tourism Committee Meeting  
Agenda as published.

Moved by Liz Semperger

Seconded by Steve Bjorkman

**(ACT-2018-03-07)** That the published agenda for the March 14, 2018 regular Arts, Culture, and Tourism meeting be adopted as presented. **"Carried"**

#### **5. Adoption of Minutes**

- a) February 7, 2018 regular Arts, Culture, and Tourism (ACT) Committee meeting.

Moved by Liz Semperger

Seconded by Jason Nagy

**(ACT-2018-03-08)** That the minutes of the regular Arts, Culture, and Tourism Committee Meeting held February 7, 2018 minutes be adopted as circulated. **"Carried"**

#### **6. Old Business**

- a) Standardized Music Series Tip Container Concepts

- Mock up designs of a standardized tip container for the four music series sites as presented by committee members where circulated and discussed;
- Committee had consensus on the elevated top hat design; and
- Cynthia will have her contact review the design and advise committee of feasibility of designing four of the same top hat concepts for having available at the music series in June and will provide the up-date at the next meeting.

- b) BIA Mural and Process Update

- Cynthia provided the committee with the following standardized process for any mural concepts and projects going forward:
  - i. Town Representative to receive verbal approval from building owner and municipal authorities on site selection;

- ii. Develop and/or amend scope of work for tendering the necessary request for quote (RFQ) or request for proposal (RFP) to capture location/style and budget requirements;
  - iii. Report to Council on entering into an agreement with building owner;
  - iv. Pending Council approval and concurrence on entering into an agreement with the building owner, necessary tender documents (RFQ or RFP) can be put out to the public;
  - v. Review tender submissions with committee and Report to Council on committee recommendations to award a proponent and design concept;
  - vi. Develop schedule of work (completion date, installation date et cetera);
  - vii. Enter into an artist agreement pending council's approval to award a proponent.
- Cynthia further advised that she has corresponded with the building owner and once she receives confirmation will proceed with this 'process' for the BIA mural for the site located on the northwest wall of the Essex parkette located at 49 Talbot Street North in Essex; and
  - Cynthia provided a draft of the Scope of Work for the tender and reviewed the same with the committee.

## **7. New Business**

- a) Review Letter of Resolution/Support for Arts Excellence Award
  - Cynthia circulated a draft letter to be signed by the Chair and be circulation to the seven local municipalities;
  - Committee reviewed the letter and suggested a couple additions;
  - Cynthia will make necessary amendments and have put on town letterhead, sign off by the chair and circulate.

## **8. Next Meeting**

- Cynthia advised she will not be at the meeting next month however, will have Jason Jolicoeur attend on her behalf; and
- The next regular meeting of the ACT Committee is scheduled for April 11, 2018 at 5:30 PM Essex Town Hall large boardroom or at the call of the chair, if necessary.

## **9. Adjournment**

Moved by: Jason Nagy

That the meeting of the regular Arts, Culture, and Tourism Committee held March 14, 2018 be adjourned at 6:00 PM.

---

Peter Youngson, Chair

---

Janice Aloisio, Recording Secretary



## Fun Fest Committee Meeting Minutes

**22 March, 2018**

Minutes of a meeting of the Essex Fun Fest Committee held on Thursday 22 March 2018 at 6:00 PM at the Barnett Board Room. This meeting was called to order by Joe Garon, Chairperson of the Essex Fun Fest Committee at 6:05 PM.

### **1. Roll Call**

Present: Joe Garon, Chair  
Kim Verbeek, Vice Chair  
Natalie Sinn  
Steve Bjorkman  
Jake Morassut, Recording Secretary  
Doug Sweet, Director of Community Services

Regrets: Riley Jones  
Kyle Flood  
Pam McDermott

Absent: Ryan Sivers

### **2. Additions to Agenda**

Arts, Culture and Tourism (ACT) Awards

### **3. Adoption of Agenda**

Moved by Steve Bjorkman

Seconded by Kim Verbeek

**(FF18-03-005)** The agenda of the 22<sup>nd</sup> of March, 2018 be approved as circulated. "Carried"

### **4. Declaration of Conflict of Interest**

There were no declarations of conflicts of interest.

### **5. Approval of Previous Minutes**

Moved by Kim Verbeek

Seconded by Steve Bjorkman

**(FF18-03-006)** The minutes of the meeting on the 16<sup>th</sup> of February, 2018 be approved as circulated. "Carried".

## **6. Old Business:**

- a) There is no old business.

## **7. Sub-Committee Updates**

### **a) Sponsorship**

- i. Joe sent out packages for sponsorships and will be following up.
- ii. Joe and Kim will look for the watermelon and pony ride sponsors.

### **b) Vendors**

- i. One registered Food Vendor at this point and Joe has received verbal confirmation from many others.
- ii. Doug will clarify about politicians promoting themselves, as well as religious based booths.

### **c) Parade**

- i. The committee will have to take care of the barricades and the signage on the posts downtown to prevent parking.
- ii. Jake and Kyle will also need to find an announcer for the event.

### **d) Entertainment and Attractions**

- i) Main Stage – ACDC Tribute on Friday, Country Thunder (Garth and Keith Urban) on Saturday, and gaps are going to be filled by reviewing the applications submitted.
- ii) Picnic Stage – Will be ongoing, but several acts are planned.
- iii) Bavarian Gardens – No new updates.
- iv) Attractions
  - Fun Fest Attractions
    - The Ben Show – Booked with no new updates.
    - Classic Championship Wrestling – Booked with no new updates.
    - Cra-Z-Crew BMX Stunt Team – Booked with no new updates.
    - Birds of Prey – Now booked.
    - Youth Talent Show – Booked with no new updates.
    - Watermelon Eating Contest – Now booked.
    - Fireworks – Booked with no new updates.

- Pony Rides – Now booked.
- Silver Stars Precision Drill Team—Now booked.
- Third Party Attractions
  - BIA Classic Car Show – The BIA will not have a classic car show this year.
  - Kinger’s Horseshoe Tournament – Booked with no new updates.
  - Essex Legion Fun Fest Pickerel Dinner – Booked with no new updates.
  - Essex Fun Fest Flower Show – Will be contacted by Doug.
  - Train Puzzle/Train Movies – Will be contacted by Doug.

v) Kids Zone –No new updates.

## **8. Volunteers**

- a) No new updates.

## **9. Admission Fees, Park Hours and Credentials**

- a) No new updates.

## **10. Parking**

- a) We cannot use the bike lanes as accessible parking, but if the back gate is open then we can use the few spaces available in the arena parking lot.

## **11. Amusement and Midway**

- a) Volunteer appreciation will be from 7:00pm to midnight.
- b) Ticket prices will be \$25.00 this year due to the minimum wage increase.

## **12. Bavarian Gardens**

- a) Hours of Operation
  - i. Will be determined once the procurement process closes.
- b) Tents
  - i. No new updates.
- c) Serving Staff
  - i. Will be determined once the procurement process closes.
- d) Permit/Insurance
  - i. Will be determined once the procurement process closes.
- e) Product Inventory/Ordering
  - i. Will be determined once the procurement process closes.



### **13. Shuttle Service**

- a) No new updates. Delete from Agenda next meeting.

### **14. Security**

- a) No new updates.

### **15. Financial**

- a) Kate Bailey, Manager of Finance and Business Services, will be a member of the committee.

### **16. Marketing and Promotion**

- a) No new updates.

### **17. Website and Social Media**

- a) No new updates.

### **18. Operations and Site Management**

- a) Water Fill Station
  - i. All good to go.
- b) Back Gate
  - i. Will have for this year. The committee needs to make sure we are working to draw in volunteers so we can accommodate this.
- c) ATM
  - i. Look into a truck service for the weekend.

### **19. New Business**

- a) Possible themes for 2018
  - i. The theme will be "hometown heroes".
- b) Request for Information Regarding Bavarian Gardens
  - i. Has been sent out and will close prior to next meeting.
- c) Windsor-Essex Compassion Care Community (WECCC)
  - i. WECCC would like to recognize people that are providing volunteer services to members in the community that are helping with their organization. They would need 30 minutes on Saturday and would have a booth for the weekend. Add this as third party attraction.

**d) Arts, Cultures and Tourism Committee (ACT) Awards**

- i.** The ACT Committee would like to present The Arts Excellence Awards while at the Fun Fest. More information is needed on what their exact plan is, but the Festival Committee would like to work with them. They are looking for 30 minutes.

**20. Next Meeting Date:**

- a)** The next meeting will take place on the April 19<sup>th</sup>, 2018 at the Essex Centre Sports Complex's Barnett Board Room. This meeting will begin at 6:00PM.

**21. Adjournment:**

The meeting was adjourned at 7:05PM.

Moved by Natalie Sinn

Seconded by Kim Verbeek

**(FF18-03-007)** that the meeting be adjourn at 7:05PM. "Carried"



---

Joe Garon, Chair



---

Jake Morassut, Recording Secretary

**15.2 The following Notice of Motion will be brought forward for consideration at the April 3, 2018 Regular Council Meeting:**

15.2.1 Councillor Rogers

RE: That the Town of Essex engage an engineering firm to develop the required engineering to reconstruct Snake Lane in Ward 3.

15.2.2 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.

15.2.3 Councillor Voakes

That all of Essex be included in the Community Improvement Program Area and if need be the monies be taken from the reserves to fund it.

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

### **By-Law Number 1688**

#### **Being a by-law to confirm the proceedings of the March 19, 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 March 19, 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 March 19, 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 March 19, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally passed on April 3, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

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

## **By-Law Number 1692**

### **Being a by-law to Appoint a Manager, Human Resources for the Town of Essex**

Whereas Section 224(d) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto provides that one of the roles of Council is to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;

And whereas Section 227 of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto provides that it is the role of the officers and employees of the municipality:

- a) To implement council's decisions and establish administrative practices and procedures to carry out council's decisions;
- b) To undertake research and provide advice to council on the policies and programs of the municipality; and
- c) To carry out other duties required under this or any Act and other duties assigned by the municipality.

And whereas the Town of Essex desires to appoint a Manager, Human Resources;

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

1. That Brandi Sieben shall be appointed Manager, Human Resources for The Corporation of the Town of Essex with an effective date of April 9, 2018;
2. That the terms and conditions of employment for Brandi Sieben shall be those attached hereto and marked as Schedule "A";
3. That this By-Law shall come into full force and effect upon the final passage thereof.

**Read a first, a second and a third time and finally passed on April 3, 2018.**

---

Mayor

---

Clerk

**The Corporation of the Town of Essex**  
**By-Law Number 1694**  
**Being a by-law to authorize an agreement**  
**between:**  
**Her Majesty the Queen in Right of Ontario**  
**as represented by the Minister of**  
**Agriculture, Food and Rural Affairs**  
**(the “Province”)**  
**-and-**  
**The Corporation of the Town of Essex**  
**(the “Recipient”)**

Whereas, Section 11(1) of the Municipal Act, 2001, S.O. 2001, c. 25 and amendments thereto, provides that a Municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas, the Town as Recipient has applied to the Rural Economic Development Program for funding to assist with the Project identified in Schedule “C” of the Rural Economic Development Program Agreement (the “Agreement”) which Agreement is attached hereto as Schedule “A” to this By-Law Number 1694

And Whereas the Province, by way of the Agreement wishes to provide funds to assist with the Projects identified.

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 1694.
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 April 3, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# RURAL ECONOMIC DEVELOPMENT PROGRAM

## AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE TOWN OF ESSEX

CRA # 108126285

(the "Recipient")

### I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

### II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

### III. ENTIRE AGREEMENT

This Agreement, including:

Schedule "A" – General Terms And Conditions,  
Schedule "B" – Operational Requirements And Additional Terms And Conditions,  
Schedule "C" – Project Description,  
Schedule "D" – Project Financial Information,  
Schedule "E" – Reporting, and  
any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

### IV. COUNTERPARTS

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

### V. AMENDING AGREEMENT

This Agreement may only be amended by a written agreement duly executed by the Parties.



**VI. ACKNOWLEDGEMENT**

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Name: Randy Jackiw  
Title: Assistant Deputy Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown pursuant to delegated authority.

**THE CORPORATION OF THE TOWN OF ESSEX**

\_\_\_\_\_  
Name: Ron McDermott  
Title: Mayor

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

\_\_\_\_\_  
Name: Robert Auger  
Title: Manager, Legislative Services/Clerk

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

I/We have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

**1.1 Interpretation.** For the purposes of interpreting the Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**1.2 Definitions.** In the Agreement, the following terms will have the following meaning:

**“Additional Terms And Conditions”** means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

**“Arm’s Length”** has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

**“Auditor General”** means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*.

**“Budget”** means the budget attached as section D.3 of Schedule “D” of this Agreement.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province is closed for business.

**“Claim Submission Deadline”** means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

**“Cost-Share Funding Percentage”** means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

**“Incurred”** in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

**“Effective Date”** means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

**“Eligible Costs”** means those costs set out under section D.6 of Schedule “D” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*.

**“Funding Year”** means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement.

**“Guidelines”** means any written documents setting out the criteria governing the operation of the Program.

**“Holdback”** means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out under section D.7 of Schedule “D” of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*.

**“Notice”** means any communication given or required to be given pursuant to this Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Party”** means either the Province or the Recipient, unless the context implies otherwise.

**“Program”** means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the date set out in section B.1.3 of Schedule “B” of this Agreement.

**“Project Completion Date”** means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “E” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

**2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

**2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;

- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**2.4 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule “A” of this Agreement.

**2.5 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule “A” of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

### ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

**3.1 Funds Provided.** The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule “D” of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule “D” of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**3.2 Limitation On Payment Of Funds.** Despite section 3.1 of Schedule “A” of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule “A” of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province’s assessment of the information provided by the Recipient pursuant to Article 6 of Schedule “A” of this Agreement;

- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Recover Funds already paid to the Recipient; or
  - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

**3.3 Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
  - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
  - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

**3.4 Province's Role Limited To Providing Funds.** For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.5 No Changes.** The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

**3.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

**3.7 Recipient Earning Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

**3.8 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

**3.9 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**3.10 Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

**3.11 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

#### **ARTICLE 4**

#### **RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

**4.1 Acquisition.** If the Recipient acquires goods or services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts and/or any other discounts available to the Recipient; and
- (b) Comply with any Requirements of Law that may be applicable to how the Recipient acquires any goods or services or both.

**4.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

**4.3 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

## ARTICLE 5 CONFLICT OF INTEREST

- 5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
  - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- 5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

## ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
  - (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
  - (c) Ensure that all Reports are completed to the satisfaction of the Province; and
  - (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.
- 6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
  - (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and



- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

**6.4 Disclosure.** To assist in respect of the rights set out under section 6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

**6.6 Auditor General.** For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

## ARTICLE 7 COMMUNICATIONS

**7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule “B” of this Agreement.

**7.2 Approvals Prior To Publication.** The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**7.3 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient’s name;
- (b) A description of the Recipient’s Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

**7.4 News Releases.** The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

**7.5 News Conferences.** The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

## ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

**8.1 *Additional Terms And Conditions.*** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

## ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

**9.1 *FIPPA.*** The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

**9.2 *Disclosure Of Information.*** Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

## ARTICLE 10 INDEMNITY

**10.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

**10.2 *Recipient’s Participation.*** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**10.3 *Province’s Election.*** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

**10.4 *Settlement Authority.*** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**10.5 *Recipient’s Co-operation.*** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

## ARTICLE 11 INSURANCE

**11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

**11.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

**11.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section 11.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

## ARTICLE 12 TERMINATION ON NOTICE

**12.1 Termination On Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**12.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule "A" of this Agreement; and

- (ii) Subject to section 3.9 of Schedule “A” of this Agreement, provide Funds to the Recipient to cover such costs.

### ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

**13.1 Termination Where No Appropriation.** If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**13.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

**13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

### ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**14.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;
  - (ii) Use or spend the Funds;
  - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

**14.2 Consequences Of Events Of Default And Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**14.3 Opportunity To Remedy.** If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

**14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province;

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

**14.5 When Termination Effective.** Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

## ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

**15.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) Demand the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

## ARTICLE 16 FUNDS UPON EXPIRY

**16.1 *Funds Upon Expiry.*** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## ARTICLE 17 REPAYMENT

**17.1 *Repayment Of Overpayment.*** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

**17.2 *Debt Due.*** If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

**17.3 *Interest Rate.*** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**17.4 *Payment Of Money To Province.*** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

**17.5 *Repayment.*** Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**17.6 *Funds Are Part Of A Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE 18 NOTICE

**18.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule "B" of this Agreement or as either Party later designates to the other by Notice.

**18.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**18.3 Postal Disruption.** Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

**19.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## ARTICLE 20 SEVERABILITY OF PROVISIONS

**20.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## ARTICLE 21 WAIVER

**21.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

## ARTICLE 22 INDEPENDENT PARTIES

**22.1 Parties Independent.** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS

**23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**23.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

**24.1 Governing Law.** This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **ARTICLE 25 FURTHER ASSURANCES**

**25.1 Agreement Into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

## **ARTICLE 26 JOINT AND SEVERAL LIABILITY**

**26.1 Joint And Several Liability.** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

## **ARTICLE 27 RIGHTS AND REMEDIES CUMULATIVE**

**27.1 Rights And Remedies Cumulative.** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## **ARTICLE 28 ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

**28.1 Recipient Acknowledges.** The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.



## ARTICLE 29 JOINT AUTHORSHIP

**29.1 *Joint Authorship Of Agreement.*** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT

**30.1 *Other Agreements.*** If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## ARTICLE 31 SURVIVAL

**31.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

## ARTICLE 32 BPSAA

**32.1 *BPSAA.*** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]**

## SCHEDULE “B”

### OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

#### B.1 OPERATIONAL REQUIREMENTS

- B.1.1 Effective Date.** The Effective Date of this Agreement is: **January 12, 2018**
- B.1.2 Expiration Date.** The Expiration Date of this Agreement is: **September 30, 2019**
- B.1.3 Project Approval Date.** The Project Approval Date is the same as the Effective Date.
- B.1.4 Project Completion Date.** The Project Completion Date is: **September 30, 2018**
- B.1.5 Disposal Of Assets.** The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.
- B.1.6 Asset Retention Time Period.** For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.
- B.1.7 Submission Of Publications For Approval And Reports.** All Reports and Project-related publications under this Agreement will be submitted to:
- Name:** Ontario Ministry of Agriculture, Food and Rural Affairs
- Address:** Rural Programs Branch  
4th Floor NW, 1 Stone Road West  
Guelph, Ontario N1G 4Y2
- Attention:** Jennifer Dale, Program Coordinator
- Fax:** 519-826-3398
- Email:** RED@ontario.ca

or any other person identified by the Province in writing.

- B.1.8 Recognition Of Provincial Support:** The Recipient will acknowledge the Province’s support for the Project in the following manner:

The Recipient will include on all Project-related publications – whether written, oral or visual – graphic identifiers of the Program or a tag line that is acceptable to the Province. All Project-related publications, including the manner in which Program support is recognized on such publications, are subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement.

- B.1.9 Providing Notice.** All Notices under this Agreement will be provided to:

	The Province:	The Recipient:
<b>Name:</b>	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the Town of Essex
<b>Address:</b>	4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	33 Talbot Street South Essex, Ontario N8M 1A8
<b>Attention:</b>	Brent Kennedy, Director	Nelson Silveira, Economic Development Officer
<b>Email:</b>	RED@ontario.ca	nsilveira@essex.ca

or any other person identified by the Parties in writing through a Notice.

**B.2 ADDITIONAL TERMS AND CONDITIONS****B.2.1 *Notice Of Recipient's Insolvency.*** The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]**

## SCHEDULE "C" PROJECT DESCRIPTION

**C.1 PROJECT NAME**

Tourism Essex Marketing Campaign

**C.2 PROJECT OBJECTIVE**

The Town of Essex will receive up to \$20,000.00 to promote the unique tourism opportunities available in the Town, by completing a tourism marketing campaign.

**C.3 ACTIVITIES**

The Recipient will	1. Complete print advertising. 2. Launch a digital and social media marketing campaign.
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All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]**

## SCHEDULE "D"

### PROJECT FINANCIAL INFORMATION

#### D.1 FUNDING INFORMATION

- D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.  
The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.
- D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$25,000.00
- D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

#### D.2 INCURRING ELIGIBLE COSTS

- D.2.1 Incurring Eligible Costs.** The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2017-18	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00
2018-19	\$20,000.00	\$5,000.00	\$0.00	\$0.00	\$25,000.00
TOTAL ELIGIBLE COSTS UP TO					\$40,000.00

#### D.3 BUDGET

- D.3.1 The Budget.** The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM	
1.	Print advertisements	
2.	Digital and social media	
TOTAL ELIGIBLE COSTS UP TO		\$40,000.00

- D.3.2 Project Financing For Eligible Costs.** The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
The Corporation of the Town of Essex	\$20,000.00
RED Funding	\$20,000.00
TOTAL ELIGIBLE COSTS	\$40,000.00

#### D.4 CLAIM SUBMISSION DEADLINES

- D.4.1 Claim Submission Deadlines.** The Recipient will submit claims to the Province in accordance with whatever is the shorter time period:
- (a) Claims or reports as set out in E.1 will be submitted after the end of each fiscal quarter according to the following schedule:

- (i) Q1 (April 1 to June 30) - by August 31;
- (ii) Q2 (July 1 to September 30) - by November 30;
- (iii) Q3 (October 1 to December 31) - by February 28; or
- (iv) Q4 (January 1 to March 31) - by May 31.

(b) The Final Claim will be submitted within three (3) months after the Project Completion Date as specified in Schedule "B" (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted their Final Report and the Project has been closed. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule "D" of this Agreement.

## D.5 PAYMENT OF FUNDS

**D.5.1 *Payment Of Funds.*** Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2017-18	\$15,000.00	\$7,500.00
2018-19	\$25,000.00	\$12,500.00
<b>TOTAL</b>	<b>\$40,000.00</b>	<b>\$20,000.00</b>

## D.6 ELIGIBLE COSTS

**D.6.1 *Eligible Costs.*** Eligible Costs are those costs that are, in the Province's sole and absolute discretion, necessary for the successful completion of the Project, properly and reasonably incurred, paid or reimbursed by the Recipient; and consistent with an Eligible Cost category as set out below in this section D.6.1 of Schedule "D" of the Agreement.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule "D" of this Agreement where those costs have been incurred and paid by the Recipient.

Eligible costs must be incurred by the Recipient on or after the Effective Date set out in section B.1.1 of Schedule "B" and by the Project Completion Date set out in section B.1.4 of Schedule "B", which is identified in this Agreement.

Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the Project. All businesses from which goods or services are purchased must be at arm's length to the Recipient in order for the costs to be considered eligible.

Eligible costs include:

(a) Project management, including:

- (i) Consultant's fees;
- (ii) Project-related professional fees (e.g., legal, architectural and accounting fees) ;  
and
- (iii) Project evaluation.

(b) Minor capital, including:

- (i) Subcontractor's fees;
  - (ii) Equipment (e.g., plumbing, electrical) and structural modifications to accommodate the installation of equipment within an existing building; and
  - (iii) Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space).
- (c) Training;
- (d) Marketing or promotion-related costs;
- (e) Travel costs in Canada and the continental United States associated with a specific public-facing event or series of events, public-facing hospitality costs directly related to the project, subject to provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive);
- (f) Studies;
- (g) Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration); and
- (h) Wages for new hires to work 100 per cent on project-related activities.

Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

## **D.7 INELIGIBLE COSTS**

**D.7.1 *Ineligible Costs.*** The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

- (a) Costs incurred prior to the Project Approval Date or after the Project Completion Date;
- (b) Any cost not specifically required for the execution of a project;
- (c) Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;
- (d) Deposits (prepayments), on their own, are not eligible for reimbursement as they are not an expense in the recipient's financial records as the goods/services have yet to be fully received;
- (e) Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;
- (f) Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the recipient;
- (g) Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;
- (h) Any in-kind contribution, which are those goods and services that are contributed to a project by the Recipient, Co-recipient(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;
- (i) Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;
- (j) Major capital costs, including:
  - (i) New construction of buildings, structures (moveable and non-moveable) and other major infrastructure;
  - (ii) Additions to buildings, teardowns or rebuilds;
  - (iii) Purchase or lease of land, buildings and facilities;

- (iv) Power lines, plumbing, telecommunications/broadband lines or equipment, water lines outside of the building; and
- (v) Community aesthetics and functionality (e.g., streetscaping, green space development, murals, street lights, paved surfaces, tree islands).
- (k) Costs of vehicles;
- (l) Taxes including Harmonized Sales Tax (HST);
- (m) Any refund or rebate received, or which the Recipient is eligible to receive;
- (n) Costs incurred in preparing an application;
- (o) Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
- (p) Costs of permits and approvals;
- (q) Costs of academic research;
- (r) Costs related to activities that directly influence or lobby any level of government;
- (s) Sponsorship of conferences and events; and
- (t) Honorariums, membership costs.

## **D.8 TRAVEL AND MEAL COSTS**

If travel or meal costs are not necessary to complete the Project, any costs related to travel or meals will not be reimbursed by the Province.

- D.8.1 *Transportation.*** Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.
- D.8.2 *Rental Vehicles.*** Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.
- D.8.3 *Personal Vehicle.*** If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:
- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
  - (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
  - (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
  - (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
  - (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.
- D.8.4 *Air and Rail Travel.*** Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:
- (a) The need to work with a team;
  - (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
  - (c) Accommodation requirements; and
  - (d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.



**D.8.5    *Taxis.*** Taxis may be justified in cases where:

- (a) Group travel by cab is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
- (b) Taking a cab allows you to meet an unusually tight schedule for meetings.

**D.8.6    *Accommodations.*** Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family.

- (a) A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

**D.8.7    *Travel-Related Tips/Gratuities.*** Examples of reasonable amounts include:

- (a) 10% - 15% on a restaurant meal;
- (b) 10% on a taxi fare;
- (c) \$2 - \$5 for housekeeping for up to two nights in a hotel, up to \$10 for a longer stay; and
- (d) \$2 - \$5 per bag for a porter.

**D.8.8    *Telecommunication While Travelling.*** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.**D.8.9    *Meals While Travelling.*** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only.

## Meal Rates in Canada:

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

## Meal Rates in U.S. (in Canadian dollars):

Meals	Maximum Amount
Breakfast	\$19.10
Lunch	\$18.90
Dinner	\$47.35

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "E" FOLLOWS]**

## SCHEDULE “E” REPORTING

**E.1 Reporting Requirements.** The following Reports will be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to the Province:

	Name of Report	Due Date
1.	Progress Report and Claim Statement	Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) as set out in D.4.1(a) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final Claim	The final claim (Schedule “E.3” of this Agreement) is to be completed and submitted to the Province within three (3) months of the Project Completion Date (Schedule B.1.4 of this Agreement).
3.	Final Report	The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before: <b>January 30, 2019</b>
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SECTION “E.2” OF SCHEDULE “E”]**

## SCHEDULE "E.2" PROGRESS REPORT

**File No.:** RED4-08172

**Project Title:** Tourism Essex Marketing Campaign

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year **for the Term of the Agreement** unless a Final Report has been submitted. Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

Description of Activities	Approved Eligible Costs per Activity	Amount Claimed to Date per Activity	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Actual Expected Completion Date	Percentage of Activity Complete

For each RED outcome that you indicated on your application that would occur as a direct result of this project, please enter your results to date.	Results to Date
Number and description of economic development barriers addressed	
Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)	
Number and description of collaborations established	
Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)	
Innovative communities	
Expansion of markets	
Number of jobs created /retained	
Attraction, development or retention of a highly skilled workforce	
Support for provincial government priorities	

**I understand that this information will, subject to the terms and conditions of the agreement, be relied upon by the Government of Ontario to issue funds.**

Name of Authorized Official (Print):	
Signature:	
Date:	



## SCHEDULE “E.4” FINAL REPORT

**File No.:** RED4-08172  
**Project Title:** Tourism Essex Marketing Campaign  
**Project Completion Date:**  
**Date of Final Report:**  
**Project Recipient:** The Corporation of the Town of Essex

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement. Please contact your Project Analyst should you have any questions completing this report.

### Section 1 Project Details

Is the description of your Project as completed accurate?

☐ Yes ☐ No

#### **Project Variances (if applicable)**

In reading the description and project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

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### Section 2 Outcomes

#### **Economic Barriers**

Describe how the Project removed barriers to community economic development.

Description of Barriers:

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For each RED outcome that you indicated on your application that would occur as a direct result of this Project, please enter a brief description. Please give quantitative and qualitative statistics where applicable.

1. Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)

- Describe how the Project led to evidence-based economic development policy, programs or strategies. What was the outcome for the region or sector?

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2. Collaboration for economic growth

- Describe how Recipient(s) worked with communities, organizations or others to make this project successful and support economic growth. How many collaborations were established?

Number of Collaborations: \_\_\_\_\_

Description of Collaborations: \_\_\_\_\_

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3. Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)

- Describe how the Project increased economic competitiveness and diversity.

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4. Innovative communities

- Describe how the Project led to more innovative communities. Innovation is defined as the application of new ideas, leading-edge process, services or methods of delivery to solve problems, address challenges and take advantage of new opportunities.

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5. Expansion of markets

- Describe how the Project assisted with the expansion of existing markets or access to new markets.
-

## 6. Creation and/or retention of jobs

- Indicate the number of total jobs that were created and/or retained in rural Ontario as a result of the Project.

	Temporary (e.g., seasonal, construction)	Part-time (e.g., approximately 20 hours/week)	Full-time
Jobs Created			
Jobs Retained			

## 7. Attraction, development or retention of a highly skilled workforce

- Describe how the Project contributed to the attraction, retention or development (e.g., training) of a highly skilled and knowledgeable local workforce.

## 8. Support for provincial government priorities

- Describe which provincial priorities the Project supported, and how.

## Section 3

### Financial Information

### Approved Total Eligible Costs

Budget Item	Budgeted Costs	Actual Costs	Variance
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
GROSS ELIGIBLE COST	\$	\$	\$
Less HST (if included in the above numbers)	\$	\$	\$
<b>TOTAL NET ELIGIBLE COSTS*</b>	\$	\$	\$

\* Total Net Eligible Cost should match the approved amount noted above.

## Section 4 Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

## Section 5 Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
Once my project was approved, I received all the information needed to proceed to the next step of the project.					
The claim forms were easy to understand and complete.					
I was able to reach appropriate ministry staff without difficulty.					
Ministry staff were knowledgeable.					
I received consistent advice from ministry staff.					
Ministry staff were courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your project?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake this project?	To a Great Extent	Somewhat	Very Little	Not at all

5. Overall, did you find working in the portal fairly easy to understand?	Very Easy	Somewhat	Not Easy	Did Not Use the Portal



## Section 6

### Confidentiality, Certification and Signature

#### Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient(s). Inquiries about confidentiality should be directed to OMAFRA's Rural Programs Branch.

#### Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;  
and
3. There have been no overpayments by OMAFRA or any other organization or government.

The undersigned warrants that these statements are true.

Name of Authorized Official (Print):	
Signature:	
Date:	

**The Corporation of the Town of Essex**

**By-Law Number 1695**

**Being a by-law for the declaration of surplus  
lands by The Corporation of the Town of  
Essex**

Whereas Council of The Corporation of the Town of Essex did pass By-Law Number 855, being a by-law to establish policies for the sale of disposition of surplus lands, on November 7, 2007;

And whereas the Town has or may have an interest in the land known as Part of Tawasentha Park on Registered Plan 1171 , designated as Part 2 on Plan 12R-16862, Town of Essex, County of Essex and such interest in this land was hereby presented to Council to be declared as surplus on April 3, 2018;

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

1. That the Town's interest in the land known as Part of Tawasentha Park on Registered Plan 1171, designated as Part 2 on 12R-16862 is hereby declared to be surplus to municipal needs and may therefore be released or disposed of by way of private disposition or conveyance to the abutting owner in accordance with the provisions of By-Law Number 855; and
2. That this By-Law shall come into full force upon the final passing thereof at the April 16, 2018 regular meeting of Council.

**Read a first and a second time and provisionally adopted on April 3, 2018.**

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Mayor

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Clerk

**Read a third time and finally passed on April 16, 2018.**

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Mayor

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Clerk

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

## **By-Law Number 1696**

### **Being a by-law to confirm the proceedings of the April 3, 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 April 3, 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 April 3, 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 April 3, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**Read a third time and finally passed on April 19, 2018.**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk