



Essex County Council Regular Meeting Agenda

Date: Wednesday, July 19, 2023
Time: Meeting Time: Closed Meeting 4:30 PM; Regular Meeting 6:00 PM
Location: Council Chambers, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6
<https://video.isilive.ca/countyofessex/live.html>

Accessible formats or communication supports are available upon request. Contact Clerk's Office, clerks@countyofessex.ca, 519-776-6441 extension 1335

Pages

1. Closed Meeting

A Closed Meeting has been scheduled for 4:30PM

Recommendation:

Moved by _____

Seconded by _____

That Council move into a closed meeting pursuant to Section 239 (2) (b),(d),(i) and (k) of the Municipal Act, 2001, as amended for the following reason(s):

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;
- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group or persons or organization;
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

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

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

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

5. Recording of Attendance

6. County Warden’s Welcome and Remarks

7. Disclosure of Pecuniary Interest

8. Adoption of Regular Meeting Minutes

11

Minutes from the June 21, 2023, Regular Meeting of Essex County Council.

Recommendation:

Moved by _____

Seconded by _____

That the minutes of the June 21, 2023 Regular Meeting of Essex County Council be adopted as presented.

9. Delegations and Presentations

There are no delegations for July 19, 2023.

10. Communications

10.1 Correspondence

Recommendation:

Moved by _____

Seconded by _____

That the correspondence listed on the Regular Agenda for July 19, 2023, be received and any noted action approved.

10.1.1 Association of Municipalities of Ontario (AMO)

- June 20, 2023 - AMO Policy Update - Action on Municipal Codes of Conduct, Summary of Ending Homelessness Symposium, Bill 97 Passes
- June 22, 2023 - AMO Watchfile Online
- June 28, 2023 - Human Rights and Equity The Role and Obligations of Municipal Leaders
- June 29, 2023 - AMO Watchfile Online
- June 30, 2023 - AMO President's Board Update - 2023
- July 5, 2023 - Provide Your Feedback! AMO Digital Communications Survey
- July 6, 2023 - AMO Watchfile Online
- July 13, 2023 - AMO Watchfile Online
- July 14, 2023 - AMO Communication - Notice of 2023 AGM of the Association of Municipalities of Ontario
- July 14, 2023 - AMO Events - AMO Professional Development Line up for Fall 2023
- July 14, 2023 - AMO Communication - Housing Accelerator Fund Webinar for Northern & Rural Ontario Municipalities

10.1.2 Town of Bradford West Gwillimbury and Town of Port Colburn
Resolution RE Right to Repair and Consumer Protection Law

28

10.1.3 Town of Essex
Resolution and Letter RE Local Emergency Response System and Gaps in Healthcare Regarding Code Red and Code Black Frequency

32

- | | | |
|---------------|--|----|
| 10.1.4 | Oxford County
Resolution RE Call for the Ontario Government to
Introduce Legislation to Strengthen Municipal Codes of
Conduct (AMO Endorsement) | 36 |
| 10.1.5 | Municipal Engineers Association (MEA)
June 26, 2023 Letter RE Ontario Provincial Standards
(OPS) | 37 |
| 10.1.6 | Tiny Home Show
Ancaster Ontario - <u>July 28, 2023, Municipal Conference
Day</u> | |
| 10.1.7 | Cramahe Township and Greater Napanee
Resolution RE The Women of Ontario Say No:
Legislative Amendments to Improve Municipal Codes of
Conduct and Enforcement (AMO Endorsement) | 39 |
| 10.1.8 | Elgin County, Town of Petrolia
Resolution RE Availability and Licencing of Home-
Based Child Care Services | 42 |
| 10.1.9 | Municipality of Chatham-Kent
Resolution RE Time for Change - Municipal Freedom of
Information and Protection of Privacy Act (MFIPPA) | 47 |

10.2 Resolutions

There are no resolutions for Council consideration for July 19, 2023.

11. Consent Agenda

Recommendation:

Moved by _____

Seconded by _____

That the the information items listed as 11.1 and 11.2 on the Consent Agenda for July 19, 2023 be received.

- | | | |
|-------------|--|----|
| 11.1 | Essex-Windsor Solid Waste Authority (EWSWA)
Minutes of the May 2, 2023 Essex-Windsor Solid Waste
Authority Regular Board Meeting. | 50 |
|-------------|--|----|

- 11.2 Essex County Library (ECL)** 100
Minutes of the April 26, 2023 Essex County Library Regular Board Meeting.

12. Reports and Questions

- 12.1 Service Agreements with Residential Services Homes** 106
Report number 2023-0719-LCS-R12-JDF, Service Agreements with Residential Services Homes, dated July 19, 2023 from Jeanie Diamond Francis, Manager, Community Services

Recommendation:

Moved by _____

Seconded by _____

For County Council to provide authorization for the County Clerk and the Warden to sign updated Service Agreements, in substantially the form appended to this Report as Appendix 1, with the ten current (10) Residential Services Homes providers in Essex County.

Further, for County Council to adopt the proposed updated Residential Services Homes Program Standards.

- 12.2 2023-2024 Comprehensive Insurance Program Renewal** 156
Report number 2023-0719-FIN-R16-SZ, 2023-2024 Comprehensive Insurance Program Renewal, dated July 19, 2023 from Sandra Zwiers, CAO and Director, Financial Services/Treasurer

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive for information Report #2023-0719-FIN-R16-SZ, highlighting the results of the Comprehensive Insurance Program Renewal negotiations for the period commencing June 30, 2023 to June 30, 2024 at \$1,059,582 plus applicable taxes, having been approved by the Interim CAO on June 28, 2023 in accordance with Resolution 164-2023.

- 12.3 Analysis of Request for Long Term Financial Support – Prosper Us’ Cradle to Career Strategy** 159
- Report Number 2023-0719-FIN-R17-SZ, Analysis of Request for Long Term Financial Support – Prosper Us’ Cradle to Career Strategy, dated July 19, 2023 from Sandra Zwiers, CAO and Director, Financial Services/Treasurer
- Recommendation:**
Moved by _____
Seconded by _____
That Essex County Council approve the payment of \$50,000 from the Corporation’s Capital Reserve to United Way Windsor – Essex, representing the 2023 financial support for the Prosper Us Cradle to Career Strategy;
- And further, that County Council provide Administration direction on the execution of a four-year funding agreement with United Way Windsor – Essex to support the Prosper Us Cradle to Career Strategy for the years 2024 through to and including 2027.
- 12.4 Advancement of an Official Plan Amendment to the Community Improvement Policies** 162
- Report number 2023-0719-IPS-R25-RB, Advancement of an Official Plan Amendment to the Community Improvement Policies, dated July 19, 2023 from Rebecca Belanger, Manager, Planning Services
- Recommendation:**
Moved by _____
Seconded by _____
That Essex County Council direct the Manager, Planning Services to advance the draft Official Plan Amendment to the necessary statutory public meeting and summarize comments received from municipalities and stakeholders.
- 12.5 Encroachment Agreement with the Conseil Scolaire Catholique Providence** 188
- Report number 2023-0719-IPS-R24-AB, Encroachment Agreement with the Conseil Scolaire Catholique Providence, dated July 19, 2023 from Allan Botham, Director, Infrastructure and Planning Services

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive this Report for information purposes and authorize the Warden and the Clerk of the County to execute the Servicing and Maintenance Agreement.

12.6 Road User Agreement - Telus 202

Report number 2023-0719-IPS-R22-AB-DMS, Road User Agreement - Telus, dated July 19, 2023 from Allan Botham, Director, Infrastructure and Planning Services.

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council authorize the Warden and the Clerk to execute the Road User Agreement between the County and TELUS, substantially in the form appended to this Report, with that authorization being formally approved by By-law for July 19, 2023.

12.7 Regional Waste Management Initiative 246

Report number 2023-0719-LCS-R11-DMS, Regional Waste Management Initiative, dated July 19, 2023 from David Sundin, County Solicitor

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive this Report for information purposes and background information in considering, discussing, and future voting on the necessary By-law should County Council choose to initiate the process to upload waste collection and delivery to the County from the local municipalities.

13. Unfinished Business

13.1 Summary of Outstanding Reports 261

Report number 2023-0719-LCS-R13-MB, Summary of Outstanding Reports, dated July 19, 2023 from Mary Birch, Director, Legislative and Community Services/Clerk

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2023-0719-LCS-R13-MB, Summary of Outstanding Reports as information.

14. New Business

14.1 Public Reporting of Closed Meeting

15. Adoption of By-Laws

Recommendation:

Moved by _____

Seconded by _____

That By-laws 2023-25 through 2023-39, having been read a first, second and third time, be finally passed and enacted.

15.1 By-law Number 2023-25	263
Being a By-law to authorize the execution of a Road User Agreement with Telus Inc.	
15.2 By-law Number 2023-26	265
Being a By-law to Appoint Sandra Zwiers as the Chief Administrative Officer for the Corporation of the County of Essex.	
15.3 By-law Number 2023-27	267
Being a By-law to authorize the execution of an encroachment agreement with the Conseil Scolaire Catholique Providence	
15.4 By-law Number 2023-28	269
Being a By-law to Authorize the Execution of an Agreement between the Canadian Union of Public Employees Local 2974.2 and The Corporation of the County of Essex	
15.5 By-Law Number 2023-29	271
Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and St. Joachim Lodge Inc.	

15.6	By-Law Number 2023-30	273
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and the Village Lodge	
15.7	By-Law Number 2023-31	275
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Chez- Nous Assisted Living Southwestern Ontario	
15.8	By-law Number 2023-32	277
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Rosewood Erie Glen	
15.9	By-law Number 2023-33	279
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Augustine Villas	
15.10	By-law Number 2023-34	281
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Building Bridges Erie Shores (The Bridge Youth Centre)	
15.11	By-Law Number 2023-35	283
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Harrowood Seniors Community	
15.12	By-law Number 2023-36	285
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Heritage Community Residence	
15.13	By-law Number 2023-37	287
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and La Chaumiere Retirement	

15.14	By-law Number 2023-38	289
	Being a By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and New Beginnings	
15.15	By-law Number 2023-39	291
	Being a By-law to confirm the proceedings of the Council of the Corporation of the County of Essex for July 19, 2023 Regular and Closed Council Meetings and for the Special Closed meetings of Council from June 22, 2023 and June 26, 2023.	
16.	Notice of Motion	
17.	Adjournment	



Essex County Council Regular Meeting Minutes

Wednesday, June 21, 2023

6:00 PM

Council Chambers, 2nd Floor

360 Fairview Avenue West

Essex, Ontario N8M 1Y6

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

- Council:
- Michael Akpata, Deputy Mayor, Town of LaSalle
 - Joe Bachetti, Deputy Warden / Deputy Mayor, Town of Tecumseh
 - Tracey Bailey, Mayor, Municipality of Lakeshore
 - Sherry Bondy, Mayor, Town of Essex
 - Chris Gibb, Deputy Mayor, Town of Amherstburg
 - Hilda MacDonald, Warden / Mayor, Municipality of Leamington
 - Crystal Meloche, Mayor, Town of LaSalle
 - Michael Prue, Mayor, Town of Amherstburg
 - Dennis Rogers, Mayor, Town of Kingsville
 - Rob Shepley, Deputy Mayor, Town of Essex
 - Larry Verbeke, Deputy Mayor, Municipality of Leamington
 - Kirk Walstedt, Deputy Mayor, Municipality of Lakeshore
 - Brian Houston, Councillor, Town of Tecumseh (Alternate Member)
- Absent:
- Kimberly DeYong, Deputy Mayor, Town of Kingsville
 - Gary McNamara, Mayor, Town of Tecumseh
- Administration:
- Mary Birch, Interim CAO & Director, Legislative and Community Services/Clerk
 - Allan Botham, Director, Infrastructure & Planning Services
 - Kristie Cronin, Director of Human Resources
 - Jeanie Diamond Francis, Manager, Community Services
 - Katherine Hebert, Manager, Records and Accessibility/Deputy Clerk
 - Bruce Krauter, Chief, Essex Windsor Emergency Medical Services

David Sundin, County Solicitor
Crystal Sylvestre, Administrative Assistant, Legislative
and Community Services
Sandra Zwiers, Director, Financial Services/Treasurer
Justin Lammers, Deputy Chief, Planning and Physical
Resources
Karyn Templin, Manager, Design & Construction
Ellen Van Wageningen, Communications Officer

1. Closed Meeting

A Closed Meeting was held at 4:30PM on June 21, 2023.

155-2023

Moved By Rob Shepley

Seconded By Chris Gibb

That Council move into a closed meeting pursuant to Section 239 (2)(b) and (d) of the Municipal Act, 2001, as amended for the following reason:

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (d) labour relations or employee negotiations;

Carried

158-5023

Moved By Dennis Rogers

Seconded By Michael Prue

That Essex County Council adjourn, and rise from the Closed Meeting at 5:17 PM.

Carried

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

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

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

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

5. Recording of Attendance

Warden MacDonald and all members of Council attended the meeting at the Essex County Civic Centre, Council Chambers.

Gary McNamara and Kimberly DeYong were absent.

Brian Houston attended as an alternate member for the Town of Tecumseh.

6. County Warden's Welcome and Remarks

Warden MacDonald welcomed Council, administration and the viewing public. The Warden applauded Community Living Essex County for their support of individuals with disabilities and their families in Essex County for 62 years. The Warden shared that the Essex County mayors and council members had been invited to an annual luncheon, where guests were updated on Community Living's inspiring programs, services and partnerships and encouraged all residents to support this non-profit organization in any way possible.

The Warden highlighted that Essex-Windsor EMS paramedics had added rainbow-coloured epaulettes to their uniforms in honour of Pride Month.

In closing, the Warden congratulated the Multicultural Council of Windsor and Essex County for a successful first weekend of Carrousel of the Nations. Residents and visitors were encouraged to celebrate the diversity in the region and visit the villages in the weekend coming.

7. Disclosure of Pecuniary Interest

7.1. Tracey Bailey, 10.2.1. Town of Kingsville

Declared conflict as a member of the Southwest Ontario Health Team.

8. Adoption of Regular Meeting Minutes

Minutes of the May 17, 2023 Regular Meeting and June 7, 2023 Special Meetings of Council.

159-2023

Moved By Larry Verbeke

Seconded By Crystal Meloche

That the minutes of the May 17, 2023 Regular Meeting, and the June 7, 2023 Special Meetings of Essex County Council be adopted as presented.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

9. Delegations and Presentations

160-2023

Moved By Michael Prue

Seconded By Chris Gibb

That the delegation from the Windsor-Essex County Health Unit be permitted to address Council to make a presentation.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

9.1. Windsor-Essex County Health Unit (WECHU)

Dr. Mehdi Aloosh, Acting Medical Officer of Health; Dr. Ken Blanchette, Chief Executive Officer; Eric Nadalin, Director, Public Health Programs; Kristy McBeth, Director, Public Health Programs and Linda Watson, Director, Public Health Programs and Chief Nursing Officer, provided a presentation regarding the status of current WECHU programs.

Dr. Ken Blanchette introduced the WECHU team and offered regrets on behalf of Dr. Aloosh who was unable to attend.

Kristy McBeth explained the process undertaken by WECHU at their annual planning exercise where needs and services are determined through evidence informed approaches.

Eric Nadalin outlined the unique perspectives of the Windsor-Essex area and explained how the WECHU employs provincial standards and supporting data to take an upstream approach to disease prevention and well-being. This was accomplished through collaborations with many community partners to address specific concerns such as reducing stigma around substance use and injury prevention.

Linda Watson provided an overview of the programs within the Healthy Families Department designed to support families from pre-planning to school age children. Linda noted that these programs

were funded by Ministry of Children, Community and Social Services.

The presentation also included information regarding a variety of programs supported by WECHU including the food safety, safe water, infectious disease and communicable disease prevention and control, vaccinations, dental and healthy environments programs.

Dr. Blanchette updated Council on the new WECHU office being located within the campus of the University of Windsor. This new location was located in a priority neighbourhood to provide service and allowed the WECHU to embrace educational opportunities with the University.

The Warden commended WECHU for their collective efforts to the service of the communities of Windsor and Essex County.

10. Communications

10.1. Correspondence

161-2023

Moved By Chris Gibb

Seconded By Dennis Rogers

That the correspondence listed on the Regular Agenda for June 21, 2023, be received and any noted action approved.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

10.1.1 Highway 3 Widening Project – Essex to Leamington

- May 17, 2023, Notice of Study Commencement, Detail Design and Class Environmental Assessment, Highway 3 Widening Project – Essex to Leamington, 1.2 km East of Essex County Rd 23 Easterly to 1.1 km East of Essex County Rd 34, Essex County
- June 1, 2023, News Release, [Ontario Premier's Office, Ontario Awards Contract to Expand and Widen Highway 3, Province also supporting plans to connect Highway 401 to Lauzon Parkway in Windsor](#)

10.1.2 Great Lakes and St. Lawrence Cities Initiative (GLSLCI)

The Mayor Richard M. Daley Water Equity Community Award Memo, from Cavalier Johnson, Mayor of Milwaukee, Cities Initiative Board Member, Co-Chair, of the Mayors Commission on Water Equity

10.1.3 Independent Electricity System Operator (IESO)

May 16, 2023, Email RE Ongoing municipal involvement in procuring new electricity supply facilities

10.1.4 Association of Municipalities of Ontario (AMO)

- May 17, 2023, [AMO Land Use Planning Training for Elected Officials](#)
- May 19, 2023, [New Training Dates for Indigenous Community Awareness, Indigenous Community Awareness Training](#)
- May 25, 2023, [AMO Watchfile Online](#)
- May 25, 2023, [AMO Policy Update, Housing Submissions, CMHC Housing Accelerator Fund Webinar & Policing Legislation, New Submissions in Response to Bill 97](#)
- June 1, 2023, [AMO Watchfile Online](#)
- June 1, 2023, [Municipal Property Assessment Corporation – Board of Directors Position Call for Expressions of Interest](#)
- June 8, 2023, [AMO Watchfile Online](#)
- June 15, 2023, [AMO Watchfile Online](#)
- June 16, 2023, [AMO Policy Update, Strong Mayor Powers Expanded](#)
- June 16, 2023, [AMO Professional Development Line up for Fall 2023 Register Today](#)

10.1.5 Ontario Ministry of Municipal Affairs and Housing

- May 18, 2023, [Ontario Announces Intent to Dissolve Peel Region](#)
- June 8, 2023, [Bill 112, Hazel McCallion Act \(Peel Dissolution\) Receives Royal Assent](#)

- June 16, 2023, [Ontario Expanding Strong Mayor Powers to Build More Homes Faster](#) List of [Municipalities Included](#)

10.1.6 Ontario Minister for Seniors and Accessibility

May 24, 2023, Letter from the Hon. Raymond Cho, Minister for Seniors and Accessibility, RE June is Seniors Month 2023

- [Fact Sheet Link](#)
- [Poster Link](#)
- [Social Media Sharables Link 1](#) and [Link 2](#)
- [Celebrating Seniors in Ontario](#)

10.1.7 Ontario Ministry of Economic Development, Job Creation and Trade

May 26, 2023, News Release, [Ontario Highlights Growing Automotive Sector During Investment and Trade Mission to Germany and Poland, Province promotes its end-to-end EV supply chain and world-class workforce](#)

10.1.8 Ontario Ministry of Municipal Affairs and Housing

May 29, 2023 Letter in response to question requesting extending the commenting deadline on the Environmental Registry of Ontario by an additional 60 days, for a revised closing date of August 4, 2023 RE multi-generational farm families

10.1.9 Invest Windsor Essex

[2022 Annual Report](#)

10.1.10 Municipal Engineers Association

May 29, 2023, 2023 MEA Awards, Request for Nominations

10.1.11 Municipality of Fort Francis

May 15, 2023 Resolution RE Response to the Opioid Crisis

10.1.12 Town of Plympton Wyoming

May 29, 2023 Resolution RE Coordinating Telecommunications and Hydro Pole Infrastructure

10.1.13 Municipality of Huron Shores

June 2, 2023, Resolution RE Health Care Crisis in Ontario

10.2. Resolutions

10.2.1 Town of Kingsville

Resolution RE Mental Health Resources dated March 22, 2023.

Tracey Bailey declared a conflict as a member of the Southwest Ontario Health Team.

162-2023

Moved By Dennis Rogers

Seconded By Crystal Meloche

That Essex County Council direct administration to forward a letter to the Western Ontario Warden's Caucus, Association Municipalities Ontario (AMO), Southwestern Ontario Health Team, the Premier of Ontario, Minister of Health, Solicitor General and Ministry of the Attorney General for support pertaining to Mental Health Supports for Essex County.

In Favour (12): Michael Akpata, Joe Bachetti, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Conflict (1): Tracey Bailey

Carried

11. Consent Agenda

163-2023

Moved By Crystal Meloche

Seconded By Rob Shepley

That the minutes listed as item 11.1, on the Consent Agenda for June 21, 2023, be approved.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

11.1 Essex County Accessibility Advisory Committee (ECAAC)

Minutes of the May 4, 2023 Meeting of the Essex County Accessibility Advisory Committee

12. Reports and Questions

12.1. 2023-2024 General Liability Insurance Program Renewal Update

Report number 2023-0621-FSD-R14-SZ, 2023-2024 General Liability Insurance Program Renewal Update, dated June 21, 2023 from Sandra Zwiers, Director, Financial Services/Treasurer

Sandra Zwiers provided a report explaining that the current insurance policy would expire before the next Council meeting and the Annual Insurance Program premium information was not available from the provider for Council to approve at the current meeting.

Sandra requested that Council support delegating the authority to approve the program to the Interim CAO and committed to provide Council with an update at the July 19, 2023 Council meeting.

164-2023

Moved By Larry Verbeke

Seconded By Tracey Bailey

That Essex County Council delegate authority to the Interim CAO to approve, prior to the June 30, 2023 expiration date, the County of Essex Comprehensive Insurance Program for the period June 30, 2023 to June 30, 2024:

And further, that Administration provide County Council with a formal report regarding the approved Comprehensive Insurance Program at the July 19, 2023 regular meeting of County Council.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.2. 2022 County of Essex Consolidated Financial Statements Report

Report number 2023-0621-FSD-R13-SZ, 2022 County of Essex Consolidated Financial Statements Report, dated June 21, 2023 from Sandra Zwiers, Director, Financial Services/Treasurer

Sandra Zwiers provided Council with the report pertaining to the Financial Statements for the corporation for the year ended Dec 31, 2022.

Sandra commented that the KPMG audit team found no material errors, no changes in policies or practices and did not identify any deficiencies.

165-2023

Moved By Kirk Walstedt

Seconded By Sherry Bondy

That Essex County Council receive the 2022 County of Essex Consolidated Financial Report;

That Essex County Council approve the 2022 County of Essex Consolidated Financial Statements; and

That Essex County Council approve the 2022 Sun Parlor Home Residents' Trust Fund Statements.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.3. Disaster Mitigation and Adaptation Fund Application-County Road 22 and County Road 19 Intersection

Report number 2023-0621-IPS-R21-AB, Disaster Mitigation and Adaptation Fund Application-County Road 22 and County Road 19 Intersection, dated June 21, 2023 from Allan Botham, Director, Infrastructure and Planning Services

Allan Botham provided the updating report regarding the Disaster Mitigation and Adaptation Fund Application initially discussed at the June 15, 2022 County Council meeting. Alan explained that the program was paused on June 15, 2022 and an application was not submitted at that time. The program had opened again and was intended to provide funding for climate related initiatives on eligible sections of highway. The County Road 19/22 intersection was selected by administration as an eligible piece of infrastructure for this funding application.

Alan provided details regarding stormwater infrastructure upgrades at the south side of the intersection along with estimates. Any work approved under this funding opportunity was required to be completed by 2032.

166-2023

Moved By Tracey Bailey

Seconded By Joe Bachetti

That Essex County Council authorize Administration to prepare, and submit, an application to the Disaster Mitigation and Adaptation Fund, all as described in report 2023-0621-IPS-R21-AB.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.4. Tender Summary – Bridge Rehabilitation on County Road 9, River Canard Bridge B-09-11

Report number 2023-0621-IPS-R19-KT, Tender Summary – Bridge Rehabilitation on County Road 9, River Canard Bridge B-09-11, dated June 21, 2023 from Karyn Templin, Manager, Design and Construction

Karyn Templin presented the tender information to Council. Karyn pointed out that lowest tender price was higher than estimated for the bridge work but was considered appropriate in the current market.

The work was scheduled to begin in 2023 and extend into 2024. Any funds allocated to this project in the 2023 budget would be reallocated to the 2024 budget to complete the project.

Discussion included additional detailed signage in the area to mark the lengthy detour.

167-2023

Moved By Dennis Rogers

Seconded By Michael Prue

That Essex County Council receive report 2023-0621-IPS-R19-KT, Bridge Rehabilitation on County Road 9 – River Canard Bridge (B-09-11) and award the contract to Facca Incorporated in the amount of \$4,156,745 (plus applicable taxes).

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.5. Purchase of Small to Medium Trucks for County Fleet

Report number 2023-0621-IPS-R20-AB Purchase of Small to Medium Trucks for County Fleet, dated June 21, 2023, from Allan Botham, Director, Infrastructure and Planning Services

Allan Botham provided the tender results for the purchase of seven light to medium duty trucks. The vehicles would have been part of the scheduled fleet replacement for 2022 and 2023. Vehicles were not available in 2022 due to market impacts brought by the global pandemic.

Allan outlined the delivery schedule of each model. Due to the delay in availability, costs will be over budget for 2023 requiring the shortfall to be included in the 2024 budget.

Four existing units would be decommissioned and sold with anticipated recoveries of \$25,000.

168-2023

Moved By Sherry Bondy

Seconded By Rob Shepley

That Essex County Council receive Report 2023-0621-IPS-R20-AB, and

That a purchase order be issued to East-Court Ford Lincoln Limited, Toronto for the purchase of 3 – ½ Ton pickup trucks in the amount of \$193,041 (plus applicable taxes), and

That a purchase order be issued to Windsor Chrysler, Windsor, for the purchase of 2 – ¾ Ton pickup trucks in the amount of \$129,338 (plus applicable taxes), and

That a purchase order be issued to East-Court Ford Lincoln Limited, Toronto for the purchase of 2 – 1 ½ Ton cab & chassis in the amount of \$169,874 (plus applicable taxes), and further that

That Essex County Council approve up to \$110,000 as a pre-commitment to the 2024 Budget if needed.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.6. 2023-0517 Request for Proposal Summary – Essex Windsor EMS Defibrillator/Cardiac Monitor Replacement

Report number 2023-0621-EMS-R02-BK, 2023-0517 Request for Proposal Summary – Essex Windsor EMS Defibrillator/Cardiac Monitor Replacement, dated June 21, 2023 from Bruce Krauter, Chief, Essex-Windsor Emergency Medical Services

Chief Krauter provided the results for the request for proposal to replace the defibrillator inventory according to the asset replacement plan.

Chief Krauter explained that the submissions were evaluated over a course of a 15-week field trial and both were found to be sufficient for the purposes of the service. As a result, both submissions proceeded to final financial evaluation where it was determined that Zoll Medical was the successful bidder.

The replacement of this equipment was included in the 2023 budget and the purchase price was within the budgeted amount.

169-2023

Moved By Joe Bachetti

Seconded By Rob Shepley

That Essex County Council authorize the Warden and Clerk to execute the contract on behalf of the Corporation of the County of Essex with Zoll Medical Inc. for the procurement of sixty (60) X Series monitor defibrillators for a total value of \$1,977,745 (plus HST).

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.7. Donation of Surplus Ambulances

Report number 2023-0621-EMS-R03-JL, Donation of Surplus Ambulances, dated June 21, 2023 from Justin Lammers, Deputy Chief, Planning and Physical Resources

Justin Lammers provided the report to Council outlined the request from St. Clair College for the donation of an ambulance. The donated vehicle would contribute to the paramedic program and also the auto mechanics program.

Justin explained that maintaining the relationship between EWEMS and St. Clair College benefits the college in its endeavour to attract top students to their Paramedic program, who upon graduation become potential candidates for employment with EWEMS.

170-2023

Moved By Rob Shepley

Seconded By Chris Gibb

That Essex County Council authorize Essex Windsor EMS to donate ambulances to the St. Clair College Paramedic Program according to the following schedule;

- One (1) ambulance in 2023
- One (1) ambulance in 2024

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

12.8. Erie Street Lease Agreement, EWEMS

Report number 2023-0621-EMS-R05-JL, Erie Street Lease Agreement, Essex-Windsor Emergency Medical Services, dated June 21, 2023 from Justin Lammers, Deputy Chief, Planning and Physical Resources EMS

Justin Lammers explained the purpose of the lease agreement was to provide storage space for supplies for EWEMS. The value of the lease agreement was considered and is within the estimated value for leased storage space in the 2023 budget.

171-2023

Moved By Larry Verbeke

Seconded By Dennis Rogers

That Essex County Council authorize the Warden and the Clerk to execute the Lease Amendment and Extension Agreement related to the extension of the Lease for the Premises at 370 Erie Street, Windsor.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

13. Unfinished Business

There was no unfinished business for June 21, 2023.

14. New Business

14.1. Public Reporting of Closed Meeting

A Closed Meeting of Essex County Council was held at 4:30 PM on June 21, 2023, pursuant to Sections 239 (2) (b) and (d) of the Municipal Act, 2001 as amended.

Administration provided Council with information subject to solicitor-client privilege, as well as a personal matter about an identifiable individual.

Council was further provided with an update on labour relations and employee negotiations. Council was advised that a tentative settlement on a collective agreement with CUPE 2974.2 representing Essex-Windsor EMS Paramedics and support staff had been reached. The terms of that agreement would not be made public until the union had the opportunity to present the proposal to their membership.

14.2. Schedule of Reports

Crystal Meloche requested that a summary of outstanding reports be added to the agenda for future meetings. The section would include a listing of reports that had been requested by Council resolution during this term of Council, and an estimated date when the information would be provided for Council's consideration.

Mary Birch explained that the procedure by-law outlines the form of the Council agenda and was in the process of being reviewed. The information could be relayed in a report under Unfinished Business in the meantime.

14.3. CUPE 2974.2 Collective Agreement Ratification

172-2023

Moved By Crystal Meloche

Seconded By Rob Shepley

That Essex County Council ratify the tentative collective agreement as negotiated between the Corporation and CUPE Local 2974.2 for the term April 1, 2022 to March 31, 2026.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue,

Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and
Brian Houston

Carried

15. Adoption of By-Laws

173-2023

Moved By Tracey Bailey

Seconded By Kirk Walstedt

That By-law 2023-24, having been read a first, second and third time, be finally passed and enacted.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Chris Gibb, Hilda MacDonald, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Carried

15.1. By-law Number 2023-24

Being a By-law to confirm the proceedings of the Council of the Corporation of the County of Essex for June 12, 2023, June 19, 2023 and June 21, 2023.

16. Notice of Motion

There were no Notices of Motion for June 21, 2023.

17. Adjournment

174-2023

Moved By Michael Prue

Seconded By Dennis Rogers

That the Essex County Council meeting for June 21, 2023 be adjourned at 8:16 PM.

Carried

Hilda MacDonald
Warden, County of Essex

Mary Birch
Interim CAO
Director, Legislative and Community Services/Clerk

Date Signed

Office of the Mayor

9 June 2023

VIA EMAIL

Hon. François-Philippe Champagne PC MP
Minister of Innovation, Science and Economic Development
Via email: ministerofisi-ministredeisi@ised-isde.gc.ca

Hon. Marie-Claude Bibeau PC MP
Minister of Agriculture
Via email: Marie-Claude.Bibeau@parl.gc.ca

Dear Ministers:

On behalf of the Council of the Town of Bradford West Gwillimbury, we are writing to you pursuant to the enclosed motion to endorse the right-to-repair movement and to call on your government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken.

Right to Repair is a simple environmental and consumer protection measure: it ensures consumers are able to reasonably access repairs to electronic and other devices at a fair price, rather than creating a monopoly through technology companies only being able to repair their own products. This measure will also help reduce waste by combatting planned obsolescence, where companies make products that are only intended to last for a period of some years, and are not really repairable.

Further, farmers and growers are intimately familiar with the particular nuances of this issue when it comes to increasingly high-tech agricultural equipment. As the "soup and salad bowl of Canada", Bradford West Gwillimbury is home to many farmers and growers, so we know firsthand how important an issue these consultations will be.

Our Council has shown in recent years that we are at the forefront of advocating for important environmental protections, including the Freshwater Action Fund, and we are grateful to our new Green Initiatives Committee for recommending this current piece of advocacy to protect the environment and consumers.

A copy of the motion is enclosed. We would be happy to meet with you or your representatives to discuss this further.

Sincerely yours,



James Leduc
Mayor

CC: John Barlow, MP Foothills
Rick Perkins, MP South Shore—St. Margarets
Alistair MacGregor, MP Cowichan—Malahat—Langford
Rachel Blaney, MP North Island—Powell River
Scot Davidson, MP York—Simcoe
Federation of Canadian Municipalities
Association of Municipalities of Ontario
Ontario's Municipal Councils
Ontario's Conservation Authorities

At its Regular meeting of Council held on Tuesday, June 6, 2023, the Town of Bradford West Gwillimbury Council approved the following resolution:

Resolution: 2023-199

Moved: Councillor Verkaik

Seconded: Councillor Harper

Whereas the "right-to-repair" movement seeks to ensure consumers of electronic products, including mobile phones and computers, as well as agricultural equipment, are able to make routine fixes to damaged products without having to rely on the manufacturer and to affordably make such repairs; and

Whereas this movement and efforts against "planned obsolescence" seeks to ensure affordability for consumers and to protect our environment by reducing electronic waste; and

Whereas the agricultural sector has unique needs related to specialized electronic farm equipment and the ability to make repairs in a timely and affordable manner, especially during the growing season; and

Further to a commitment in the 2023 federal budget that "the government will work to implement a right to repair, with the aim of introducing a targeted framework for home appliances and electronics in 2024. The government will launch consultations this summer, including on the right to repair and the interoperability of farming equipment, and work closely with provinces and territories to advance the implementation of a right to repair" (p. 38); and

Be it therefore resolved that the committee recommend Council endorse the right-to-repair movement through a letter from the Mayor and Green Initiatives Committee Chair to call on the federal government to expedite the promised consultations to enshrine this principle in consumer-protection law, with specific consultations and measures related to supporting the agricultural sector undertaken; and

That a copy of this resolution and letter be shared with the Minister of Innovation, Science and Economic Development; the Minister of Agriculture and their critics; and the Member of Parliament for York-Simcoe; and to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and Ontario's Municipal Councils, with a request for their endorsement of same.

Result: CARRIED.



PORT COLBORNE

Corporate Services Department
Legislative Services Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 • www.portcolborne.ca
"
T 905.835.2900 ext 106 F 905.834.5746
E charlotte.madden@portcolborne.ca

July 4, 2023

Hon. Francois-Philippe Champagne PC MP
Minister of Innovation, Science and Economic Development
Via email: ministerofisi-ministredeisi@ised-isde.gc.ca

Hon. Marie-Claude Bibeau PC MP
Minister of Agriculture
Via email: Marie-Claude.Bibeau@parl.gc.ca

Dear Ministers:

Re: Town of Bradford West Gwillimbury – The Right-to-Repair Movement

Please be advised that, at its meeting of June 27, 2023 the Council of The Corporation of the City of Port Colborne resolved as follows:

That correspondence from the Town of Bradford West Gwillimbury regarding The Right-to-Repair Movement Condition be supported.

A copy of the above noted resolution is enclosed for your reference.

Sincerely,

Charlotte Madden
City Clerk

cc. Federation of Canadian Municipalities
Association of Municipalities of Ontario
Ontario's Municipal Councils





CORPORATION OF THE TOWN OF ESSEX

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

p: 519.776.7336 f: 519.776.8811 | essex.ca

Honourable Doug Ford

Premier of Ontario

Legislative Building, Queen's Park

Toronto ON, M7A 1A1

premier@ontario.ca

June 19, 2023

BY EMAIL

RE: Local Emergency Response System and Gaps in Healthcare regarding Code Red and Code Black Frequency

Dear Honourable Doug Ford,

Further to Town of Essex resolution number **R23-05-203** passed on May 15, 2023, we enclose a letter from Town of Essex Mayor Sherry Bondy for your review and consideration.

Yours truly,

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

Joseph Malandrucolo

Director, Legal and Legislative Services/Clerk

jmalandrucolo@essex.ca

encl.

c.c. Mary Birch, County of Essex

mbirch@countyofessex.ca

Anthony Leardi, MPP

anthony.leardi@pc.ola.org

Lisa Gretzky, MPP

lgretzky-co@ndp.on.ca



CORPORATION OF THE TOWN OF ESSEX

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

p: 519.776.7336 f: 519.776.8811 | essex.ca

Andrew Dowie, MPP
andrew.dowie@pc.ola.org

Marit Stiles, MPP
Mstiles-op@ndp.on.ca

Chris Lewis, MP
chris.lewis@parl.gc.ca

All other municipalities in Ontario



Dear Honourable Doug Ford,

The Town of Essex Council hereby appeals to the province of Ontario to acknowledge the challenges faced by our local emergency response system and take decisive action to resolve the gaps in our healthcare. While we recognize that our situation is not unique, we believe that it is essential to draw attention to our persistent Code Red and Code Black conditions, which are primarily caused by an insufficient number of hospitals beds, medical personnel, and resources.

Windsor and Essex County residents ought to have confidence that when they dial 911 it will elicit a prompt ambulance response for emergency situations. Local healthcare providers are engaging various initiatives such as a paramedic offload program, offload to the waiting room for assessment and triage of less severe medical matters, diversion to another hospital for low acuity cases, and the Essex-Windsor EMS paramedic patient navigator to monitor and manage dispatch. Nevertheless, these initiatives alone have been unable to curb the escalation of Code Red and Code Black frequency, signifying few or no ambulances available for emergencies.

In the year 2021, Windsor-Essex experienced a cumulative of 3253 minutes in Code Red and 791 minutes in Code Black. In 2022, the period subjected to Code Red increased significantly to 8086 minutes, whereas Code Black saw 2257 minutes. In March 2023, just three months into the year, the community has clocked 864 Code Red minutes already plus another 2257 Code Black minutes.

We implore the authorities to apply an immediate and comprehensive review of our hospital offload delays and staffing crisis in our front line. Ambulance offload processes and hospital volumes are merely two contributing factors, if nothing tangible is done, local families risk experiencing catastrophic consequences. Our former Warden, McNamara, declared an emergency on ambulance unavailability in October 2022 linked to hospital admission delays; to date, this emergency situation still holds with no decrease in Code Reds and Code Blacks.

We require a holistic solution to address our hospital deficiencies and healthcare shortcomings on an underlying basis. In addition, the Town of Essex Council request that the province of Ontario conduct a review of projected population growth and aging in Windsor – Essex and increase health care capacity to match our present and future needs.



CORPORATION OF THE TOWN OF ESSEX

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

p: 519.776.7336 f: 519.776.8811 | essex.ca

Therefore, the Town of Essex Council requests that the province of Ontario recognize the dangerous strain facing our local emergency response infrastructure and urgently work to address these gaps in our healthcare system.

Sincerely,

A handwritten signature in dark ink that reads "Sherry Bondy". The signature is written in a cursive, flowing style.

Sherry Bondy

Mayor

Town of Essex

**Municipal Council of the County of Oxford
Council Meeting - Oxford County**

Date: Wednesday, June 14, 2023

Moved By: Bernia Wheaton

Seconded By: Phil Schaefer

Whereas, all Ontarians deserve and expect a safe and respectful workplace;

Whereas, municipal governments, as the democratic institutions most directly engaged with Ontarians need respectful discourse;

Whereas, several incidents in recent years of disrespectful behaviour and workplace harassment have occurred amongst members of municipal councils;

Whereas, these incidents seriously and negatively affect the people involved and lower public perceptions of local governments;

Whereas, municipal Codes of Conduct are helpful tools to set expectations of council member behaviour;

Whereas, municipal governments do not have the necessary tools to adequately enforce compliance with municipal Codes of Conduct;

Now, therefore be it resolved that the County of Oxford supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments;

Also be it resolved that the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office.

And further that this resolution be circulated to the Honourable Doug Ford, Premier of Ontario; the Honourable Steve Clark, Ministry of Municipal Affairs and Housing; the Honourable Ernie Hardeman, Oxford MPP; Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity; the Association of Municipalities of Ontario; and all Ontario Municipalities.

DISPOSITION: Motion Carried

Chloe Senior

June 26, 2023

Municipal Public Works/Engineering Department Head

Dear Sir/Madam:

Subject: Ontario Provincial Standards

The Municipal Engineers Association (MEA) is a non-profit association representing the interests of nearly 1,200 professional engineers employed by over 100 Ontario municipalities. We also have members from provincial agencies, conservation authorities consulting engineers who are designated as the engineer-of-record for smaller Ontario municipalities. MEA was established 60 years ago.

Through our member volunteers, MEA provides expertise in various areas of municipal engineering to assist Ontario municipalities. One significant area of expertise is our efforts in maintaining Ontario Provincial Standards (OPS). MEA, together with MTO, are the co-proponents of OPS – with MEA taking a lead role in the municipal version of these standards (OPS- MUNI). Many municipalities in Ontario already have adopted OPS for their infrastructure projects – but not all.

OPS provides universal engineering standards/specifications/drawings for municipal project applications (roads, sewers, watermain, traffic safety, structures, environmental). MEA has 10 active committees, staffed by experienced municipal engineering professionals, dedicated to reviewing and updating OPS on a regular basis. Most importantly, OPS is free to use.

If your municipality has not adopted OPS, we would like to highlight various reasons why you should consider doing so:

1. Providing consistent/harmonized standards/specifications would assist in reducing design costs, promote efficiencies for the construction industry resulting in better construction pricing when contractors bid on projects.
2. Maximizing asset life cycle through the use of “tried and true” standards developed over many years by experienced professional engineers.
3. Reducing staff time spent on developing “custom” local standards (let OPS do the work for you).
4. Minimizing municipal risk exposure by using universally accepted standards.

5. Creating better opportunities for knowledge sharing across different jurisdictions, especially where municipalities share "boundary" roads (in some cases, as many as 4 municipal jurisdictions could provide differing standards for the same road).

MEA provides training opportunities so your staff can understand and become proficient in the use of OPS. You can learn more about training opportunities on the MEA website at:

<https://municipalengineers.on.ca/events/opstraining.html> .

You can access the OPS website via the following link:

<https://www.library.mto.gov.on.ca/SydneyPLUS/TechPubs/Portal/tp/opsSplash.aspx> .

If you have any questions regarding OPS, please contact the MEA's Technical Services Coordinator, Amin Mneina, at amin.mneina@municipalengineers.on.ca .

Sincerely,



D.M. (Dan) Cozzi, P. Eng.
Executive Director
Municipal Engineers Association



**Cramahe Township
Council Resolution**

June 29, 2023

Sent via Email

Hon. Doug Ford, Premier of Ontario
Hon. David Piccini, Minister of Environment, Conservation and Parks & MPP for
Northumberland - Peterborough South
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. Charmaine Williams, Associate Minister of Women's Social and Economic
Opportunity
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities
The Women of Ontario Say No, Attn: Dianne Noble

**RE: The Women of Ontario Say No: Legislative Amendments to Improve
Municipal Codes of Conduct and Enforcement**

Please be advised that the Council of the Township of Cramahe passed the
following resolution at their regular meeting held June 20, 2023 regarding
Amendments to Improve Municipal Codes of Conduct and Enforcement.

Resolution No. 2023-213

Moved By: COUNCILLOR VAN EGMOND

Seconded By: COUNCILLOR HAMILTON

BE IT RESOLVED THAT Council receive the request for support from The
Women of Ontario Say No; and
THAT all Ontarians deserve and expect a safe and respectful workplace; and
THAT municipal governments, as the democratic institutions most directly
engaged with Ontarians need respectful discourse; and
THAT several incidents in recent years of disrespectful behaviour and workplace
harassment have occurred amongst members of municipal councils; and
THAT these incidents seriously and negatively affect the people involved and
lower public perceptions of local governments;
THAT municipal Codes of Conduct are helpful tools to set expectations of council
member behaviour; and
THAT municipal governments do not have the necessary tools to adequately
enforce compliance with municipal Codes of Conduct; and

The Corporation of the Township of Cramahe

1 Toronto Street, P.O. Box 357, ON K0K 1S0 •Tel 905-355-2821•www.cramahe.ca

THAT Cramahe Township Council supports the call of the Association of Municipalities of Ontario for the Government of Ontario to introduce legislation to strengthen municipal Codes of Conduct and compliance with them in consultation with municipal governments; and

THAT the legislation encompass the Association of Municipalities of Ontario's recommendations for:

- Updating municipal Codes of Conduct to account for workplace safety and harassment
- Creating a flexible administrative penalty regime, adapted to the local economic and financial circumstances of municipalities across Ontario
- Increasing training of municipal Integrity Commissioners to enhance consistency of investigations and recommendations across the province
- Allowing municipalities to apply to a member of the judiciary to remove a sitting member if recommended through the report of a municipal Integrity Commissioner
- Prohibit a member so removed from sitting for election in the term of removal and the subsequent term of office

CARRIED

If you have any questions regarding the above resolution, please do not hesitate to contact me at nhamilton@cramahe.ca

Sincerely,



Nicole Hamilton
Municipal Deputy Clerk
Township of Cramahe

The Corporation of the Township of Cramahe

1 Toronto Street, P.O. Box 357, ON K0K 1S0 • Tel 905-355-2821 • www.cramahe.ca

July 6, 2023

The Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park, Toronto, ON M7A 1A1

Re: Women of Ontario Say No - Legislative Amendments to Improve Municipal Codes of Conduct and Enforcement

Dear Premier Ford,

Please be advised that the Council of the Town of Greater Napanee passed the following resolution at its regular session meeting of June 27, 2023:

RESOLUTION #347/23: Pinnell Jr., Hicks

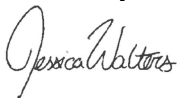
That Council receive for information the request from Women of Ontario Say No;

And further, that the Council of the Town of Greater Napanee supports and endorses the call from Women of Ontario Say No for legislative change to improve municipal codes of conduct and their enforcement.

CARRIED

Please do not hesitate to contact me at jwalters@greaternapanee.com if you require any further information with respect to this resolution.

Sincerely,



Jessica Walters
Clerk

cc. Hon. Steve Clark, Minister of Municipal Affairs and Housing
Hon. Ric Breese, MPP, Hastings-Lennox & Addington
Hon. Charmaine Williams, Associate Minister of Women's Social and Economic Opportunity
Colin Best, President of the Association of Municipalities of Ontario
All Ontario Municipalities

July 11, 2023

Hon. Stephen Lecce
Minister of Education
via email: stephen.lecce@pc.ola.org

RE: Support for resolution from the Town of Petrolia recommending an amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces

Dear Minister Lecce,

Please be advised that at their meeting on July 11, 2023, Elgin County Council considered correspondence received from the Council of the Town of Petrolia recommending that the Ministry of Education consider addressing concerns regarding the child care shortage in Petrolia, Lambton, and across the province, and passed the following resolution:

"Moved by: Councillor Couckuyt
Seconded by: Councillor Leatham

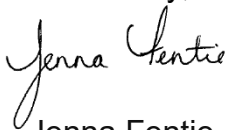
RESOLVED THAT Elgin County Council supports the resolution from the Council of the Town of Petrolia recommending amendments to the current regulations for licensed home-based childcare operators to increase allowable spaces; and

THAT a copy of this resolution be forwarded to Honourable Doug Ford, Premier of Ontario, Honourable Michael Parsa, Minister of Children, Community & Social Services, MPP Rob Flack, and the Municipalities of Ontario.

Motion Carried."

A copy of the resolution received from the Town of Petrolia is attached for reference.

Yours truly,



Jenna Fentie
Manager of Administrative Services/Deputy Clerk
jfentie@elgin.ca

cc Hon. Doug Ford, Premier of Ontario
Hon. Michael Parsa, Minister of Children, Community & Social Services
Rob Flack, MPP for Elgin-Middlesex-London
Municipalities of Ontario

June 29, 2023

Hon. Stephen Lecce
Minister of Education
Stephen.Lecceco@pc.ola.org

Via email

RE: recommendation for amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces.

Dear Minister Lecce,

During the June 26, 2023 regular meeting of council, council in response to recent publicly raised concern heard a report from staff in relation to the above, with the following resolution passed:

Moved: Liz Welsh

Seconded: Chad Hyatt

WHEREAS in response the Petrolia Childcare Advocacy Group's recent delegation to Council where they identified a shortage of child care spaces in the Town of Petrolia; and

WHEREAS through additional research undertaken by the Town Staff, and in consultation with the County of Lambton Social Services, it has been further identified that there is an extreme shortage of child care spaces not only across the County but the Province as a whole; and

WHEREAS in response to the identified need the County hosted a community information night to educate members of the public who may be able to offer a licensed home-based child care service;

NOW THEREFORE **the Council of the Town of Petrolia recommends to the Hon. Stephen Lecce, Minister of Education, that in time for the 2023 school year amendment to the current regulations be made to allow licensed home-based child care operators the ability to provide two (2) before and after school care spaces to school aged children, in addition the permitted six (6) full time child care spaces; and**

THAT in an effort to attract and retain qualified early childhood educators, the Minister of Education, review the current wage bracket for early childhood educators with implementation of an increase to wages to align with the services provided; and

THAT the province provides more capital based funding sources for the construction of new centre-based facilities; and

THAT the province considers increasing the current goal of thirty-three percent (33%) access ratio, to align better with the current provincial situation and anticipated population growth over the next ten (10) years; and

THAT these items be considered sooner rather than later, to assist in remedying the critical child care shortage experienced in Petrolia, Lambton, and across the province; and

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



THAT this recommendation be forwarded to Hon. Doug Ford, Premier of Ontario | Hon. Michael Parsa, Minister of Children, Community & Social Services | Mr. Bob Bailey, MPP of Sarnia-Lambton | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex | Mr. Kevin Marriott, Warden of Lambton County | Municipalities of Ontario;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc:

Hon. Doug Ford, Premier of Ontario premier@ontario.ca | Hon. Michael Parsa, Minister of Children, Community & Social Services Michael.Parsaco@pc.ola.org | Mr. Bob Bailey, MPP of Sarnia-Lambton bob.bailey@pc.ola.org | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex Monte.McNaughtonco@pc.ola.org | Mr. Kevin Marriott, Warden of Lambton County Monte.McNaughtonco@pc.ola.org | Municipalities of Ontario

Phone: (519)882-2350 • Fax: (519)882-3373 • Theatre: (800)717-7694

411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



June 29, 2023

Hon. Stephen Lecce
Minister of Education
Stephen.Lecceco@pc.ola.org

Via email

RE: recommendation for amendment to the current regulations for licensed home-based childcare operators to increase allowable spaces.

Dear Minister Lecce,

During the June 26, 2023 regular meeting of council, council in response to recent publicly raised concern heard a report from staff in relation to the above, with the following resolution passed:

Moved: Liz Welsh

Seconded: Chad Hyatt

WHEREAS in response the Petrolia Childcare Advocacy Group's recent delegation to Council where they identified a shortage of child care spaces in the Town of Petrolia; and

WHEREAS through additional research undertaken by the Town Staff, and in consultation with the County of Lambton Social Services, it has been further identified that there is an extreme shortage of child care spaces not only across the County but the Province as a whole; and

WHEREAS in response to the identified need the County hosted a community information night to educate members of the public who may be able to offer a licensed home-based child care service;

NOW THEREFORE **the Council of the Town of Petrolia recommends to the Hon. Stephen Lecce, Minister of Education, that in time for the 2023 school year amendment to the current regulations be made to allow licensed home-based child care operators the ability to provide two (2) before and after school care spaces to school aged children, in addition the permitted six (6) full time child care spaces; and**

THAT in an effort to attract and retain qualified early childhood educators, the Minister of Education, review the current wage bracket for early childhood educators with implementation of an increase to wages to align with the services provided; and

THAT the province provides more capital based funding sources for the construction of new centre-based facilities; and

THAT the province considers increasing the current goal of thirty-three percent (33%) access ratio, to align better with the current provincial situation and anticipated population growth over the next ten (10) years; and

THAT these items be considered sooner rather than later, to assist in remedying the critical child care shortage experienced in Petrolia, Lambton, and across the province; and

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411 Greenfield Street, Petrolia, ON, N0N 1R0

www.town.petrolia.on.ca



THAT this recommendation be forwarded to Hon. Doug Ford, Premier of Ontario | Hon. Michael Parsa, Minister of Children, Community & Social Services | Mr. Bob Bailey, MPP of Sarnia-Lambton | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex | Mr. Kevin Marriott, Warden of Lambton County | Municipalities of Ontario;

Carried

Kind regards,

Original Signed

Mandi Pearson
Clerk/Operations Clerk

cc:

Hon. Doug Ford, Premier of Ontario premier@ontario.ca | Hon. Michael Parsa, Minister of Children, Community & Social Services Michael.Parsaco@pc.ola.org | Mr. Bob Bailey, MPP of Sarnia-Lambton bob.bailey@pc.ola.org | Hon. Monte McNaughton, MPP of Lambton-Kent-Middlesex Monte.McNaughtonco@pc.ola.org | Mr. Kevin Marriott, Warden of Lambton County Monte.McNaughtonco@pc.ola.org | Municipalities of Ontario

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July 5, 2023

Via Email: Kaleed.Rasheed@ontario.ca

Minister of Public and Business Service Delivery (MPBSD)

Honourable Rasheed:

**Re: Time for Change
Municipal Freedom of Information and Protection of Privacy Act**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on June 26, 2023 passed the following resolution:

WHEREAS the Municipal Freedom of Information and Protection of Privacy Act R.S.O. 1990 (MFIPPA) dates back 30 years;

AND WHEREAS municipalities, including the Municipality of Chatham-Kent, practice and continue to promote open and transparent government operations, actively disseminate information and routinely disclose public documents upon request outside of the MFIPPA process;

AND WHEREAS government operations, public expectations, technologies, and legislation surrounding accountability and transparency have dramatically changed and MFIPPA has not advanced in line with these changes;

AND WHEREAS the creation, storage and utilization of records has changed significantly, and the Municipal Clerk of the Municipality is responsible for records and information management programs as prescribed by the Municipal Act, 2001;

AND WHEREAS regulation 823 under MFIPPA continues to reference antiquated technology and does not adequately provide for cost recovery, and these financial shortfalls are borne by the municipal taxpayer;

AND WHEREAS the threshold to establish frivolous and/or vexatious requests is unreasonably high and allows for harassment of staff and members of municipal councils, and unreasonably affects the operations of the municipality;

AND WHEREAS the Act fails to recognize how multiple requests from an individual, shortage of staff resources or the expense of producing a record due to its size, number or physical location does not allow for time extensions to deliver requests and unreasonably affects the operations of the municipality;

AND WHEREAS the name of the requestor is not permitted to be disclosed to anyone other than the person processing the access request, and this anonymity is used by requesters to abuse the MFIPPA process and does not align with the spirit of openness and transparency embraced by municipalities;

AND WHEREAS legal professionals use MFIPPA to gain access to information launch litigation against institutions, where other remedies exist;

AND WHEREAS there are limited resources to assist administrators or requestors to navigate the legislative process;

AND WHEREAS reform is needed to address societal and technological changes in addition to global privacy concerns and consistency across provincial legislation;

BE IT RESOLVED THAT the Ministry of Government and Consumer Services be requested to review the MFIPPA, and consider recommendations as follows:

1. That MFIPPA assign the Municipal Clerk, or designate to be the Head under the Act;
2. That MFIPPA be updated to address current and emerging technologies;
3. That MFIPPA regulate the need for consistent routine disclosure practices across institutions;
4. That the threshold for frivolous and/or vexatious actions be reviewed, and take into consideration the community and available resources in which it is applied;
5. That the threshold for frivolous and/or vexatious also consider the anonymity of requesters, their abusive nature and language in requests to ensure protection from harassment as provided for in Occupational Health and Safety Act;
6. That the application and scalability of fees be designed to ensure taxpayers are protected from persons abusing the access to information process;
7. That administrative practices implied or required under the Act, including those of the IPC, be reviewed and modernized;
8. That the integrity of the Act be maintained to protect personal privacy and transparent governments.

If you have any questions or comments, please contact Judy Smith at
ckclerk@chatham-ketn.ca

Sincerely,

Judy Smith

Digitally signed by
Judy Smith
Date: 2023.07.05
10:48:27 -04'00'

Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

c.

Lianne Rood, MP
Dave Epp MP
Trevor Jones, MPP
Monte McNaughton, MPP
Information and Privacy Commissioner of Ontario
Association of Municipalities of Ontario
AMCTO Legislative and Policy Advisory Committee
Ontario municipalities



Essex-Windsor Solid Waste Authority Regular Board Meeting MINUTES

Meeting Date: Tuesday, May 2, 2023

Time: 4:00 PM

Location: Council Chambers
Essex County Civic & Education Centre
360 Fairview Ave. West
Essex, Ontario

Attendance

Board Members:

Gary McNamara - Chair	County of Essex
Hilda MacDonald	County of Essex
Rob Shepley	County of Essex
Gary Kaschak – Vice Chair	City of Windsor
Kieran McKenzie	City of Windsor
Jim Morrison	City of Windsor

EWSWA Staff:

Michelle Bishop	General Manager
Steffan Brisebois	Manager of Finance & Administration
Cathy Copot-Nepszy	Manager of Waste Diversion
Tom Marentette	Manager of Waste Disposal
Teresa Policella	Executive Assistant

City of Windsor Staff:

Anne Marie Albidone	Manager of Environmental Services
Tony Ardovini	Deputy Treasurer Financial Planning
Shawna Boakes	Executive Director of Operations
Mark Spizzirri	Manager of Performance Management and Business Case Development

County of Essex Staff:

Sandra Zwiers	Director of Financial Services/Treasurer
Kate Hebert	Manager Records and Accessibility/Deputy Clerk

Absent:

Drew Dilkens	City of Windsor (Ex-Officio)
Michael Akpata	County of Essex
Kirk Walstedt	County of Essex
Mark McKenzie	City of Windsor
Mary Birch	Interim CAO and Director of Council & Community Services/Clerk

1. Call to Order

Chair McNamara called the Regular meeting to order at 4:02PM.

2. Declaration of Pecuniary Interest

The Chair called for any declarations of pecuniary interest and none were noted. He further expressed that should a conflict of a pecuniary nature or other arise at any time during the course of the meeting that it would be noted at that time

3. Closed Meeting

Moved by Kieran McKenzie

Seconded by Gary Kaschak

THAT the Board move into a closed meeting pursuant to Section 239 (2) (i) of the Municipal Act, 2001, as amended for the following reason:

- (i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly with the contractual or other negotiations of a person, group of persons, or organization.

**21-2023
Carried**

Moved by Hilda MacDonald

Seconded by Kieran McKenzie

THAT the EWSWA Board rise from the Closed Meeting at 4:55PM.

**24-2023
Carried**

4. Approval of the Minutes

Moved by Kieran McKenzie

Seconded by Jim Morrison

THAT the minutes from the Essex-Windsor Solid Waste Authority Regular Meeting, dated March 7, 2023, be approved and adopted.

**25-2023
Carried**

5. Business Arising from the Minutes

There were no items raised for discussion.

6. Correspondence

There were no items for discussion.

7. Delegations

There were no delegations for May 2, 2023.

8. Waste Diversion

A. Blue Box Collection Services Post Transition to Extended Producer Responsibility

The General Manager stated that the purpose of the report was to recommend to the Board that the Authority opt-out as a service provider for Blue Box Collection Services and not pursue Circular Materials Ontario's Interim Collection Offer to perform residence and eligible source collection from August 28, 2024 to December 31, 2025. The General Manager provided an update regarding the Blue Box collection transition to Extended Producer Responsibility (EPR) and summarized the background information on pages 8-10 of the agenda package.

The General Manager provided a summary of information included in the report's Discussion section. She noted that there is no obligation for the Authority to continue providing blue box collection and that CMO's payment collection model does not compensate the Authority for 100% of the residential blue box program even though the Regulation assigns 100% of these costs to Producers. The Authority has to respond to CMO by June 30, 2023, whether the Authority will opt-in or opt-out of providing blue box collection services.

The General Manager summarized significant risks with the terms of the Interim Collection Offer that had been identified by the Technical Staff Committee and included on page 12 of the report.

The General Manager identified Service Level Impacts included in the report and summarized options regarding the collection of non-eligible sources. One option would be to contact the successful residential service provider to determine if they would be willing to enter into a contract to collect non-eligible sources. Option 2 would be to contract for non-eligible source collection as a separate collection as this will be required as of January 1, 2026. The General Manager noted they will continue to monitor what other municipalities are doing. Some municipalities have introduced by-laws to enforce recycling but the Authority does not have the ability to issue such by-laws.

The General Manager stated that Administration has outlined a transition plan if the Authority were to opt-out of CMO's offer. Administration will focus on the development and implementation of a Blue Box transition plan that prepares

stakeholders, staff, assets, municipal partners, customers and operations for the changes that will occur.

The Authority is forecasted to generate savings of approximately \$2-4.6 million per year as the blue box collection and processing transitions to Producers. A portion of these savings will be required to continue the collection of blue box material from non-eligible sources.

The Chair asked if there were any questions.

Mr. Kieran McKenzie stated that in terms of the offer, there is 100% responsibility of Producers to provide collection but the offer does not cover 100% of the cost. If that continues to be the case and the Producers are not paying the full cost, when does the Province step in and to what extent is the Province monitoring the situation or strengthening the Regulation.

The General Manager stated that the Province has identified that it is not the responsibility of the municipalities to bear the cost of the program. Further, they released the Regulation and perhaps did not put their minds into every aspect of the program in particular the non-eligible sources. Ontario Municipalities have voiced their concerns through AMO and other groups to the Province. Unfortunately, there have been no changes made to the Regulation. The Authority has a vested interest in the success of this transition because we own our landfill and do not want residents and non-eligible sources to simply put the material in the garbage.

The General Manager stated that the Authority will continue to play a role in the recycling program through its Waste Diversion programs for a number of reasons but specifically because of the obligation under our Environmental Compliance Approval (ECA) at the Regional Landfill. A condition of that ECA is that we have waste diversion programs to ensure not just blue box materials do not end up in the landfill but also hazardous waste, electronics and tires.

Mr. Kieran McKenzie asked if there could be more advocacy from AMO.

Chair McNamara stated that the AMO task force has been heavily involved and they do have a strong voice. In the last two to three years, they have had a senior policy advisor and Board member MacDonald also sits on the task force.

Mr. Kieran McKenzie asked if non-eligible sources that are currently receiving collection are aware of the upcoming changes and the level of risks to them.

The General Manager stated that the Authority is in the process of identifying all non-eligible sources. Further, the Manager of Waste of Diversion stated that a consultant has also been contracted to conduct an audit of the non-eligible sources throughout the region and identify all the non-eligible stops, addresses, and names. There are approximately 3,000 non-eligible sources that are currently receiving the collection. At some point, once we identify how we are

going to service these sources, the Authority will communicate to those affected.

Mr. Kieran McKenzie stated that he has a motion at the appropriate time.

Mr. Kaschak asked what items are considered contamination.

The Manager of Waste Diversion stated that anything not accepted in the program is considered contamination. She also noted that mixing fibre material with plastics is also considered contamination.

Mr. Kaschak asked how the contaminants are managed in the facility.

The Manager of Waste Diversion stated that the contaminants are pulled off the line immediately and put in the appropriate areas but there is a cost to do this as there are steps involved.

Mr. Kaschak stated that he will support the motion when appropriate.

The Chair asked if there were any other questions.

Mr. Kieran McKenzie commended Administration on a job well done. He remains concerned with the system administrator and hopefully, the government is listening.

Moved by Kieran McKenzie

Seconded by Gary Kaschak

THAT the Board receive the report as information.

THAT the Board direct the General Manager to communicate with Circular Materials Ontario that the Essex-Windsor Solid Waste Authority does not intend to pursue Circular Materials Ontario's current Interim Collection Offer to perform residence and facility collection of Blue Box Materials on Circular Materials Ontario's behalf from August 24, 2024 to December 31, 2025.

**26-2023
Carried**

B. Screening of Organics Tender

The Manager of Waste Diversion provided the results of the tender for the provision of equipment and labour for the screening of organic material at Authority facilities in Essex County and recommended award to Frank Dupuis Landscaping and Trucking Ltd. (Dupuis).

She stated that only one bid was received and further that Dupuis had met all the requirements of the tender. The price included in the bid document was \$3.24 per yard, excluding tax. She noted that Dupuis successfully held the

previous contract that ended in May 2023. As a result of the procurement process and the specialization of work and the past work of Dupuis, Authority Administration recommends awarding the contract to Dupuis.

As part of the budget process, the Authority uses historical data to estimate the numbers of yards of compost that will require screening to calculate a budget figure. As a result of the new bid price, there may be an unfavourable variance of approximately \$8,000 to the 2023 budget based on the previous three-year average.

The Manager of Waste Diversion asked if there were any questions. No questions were asked.

Moved by Jim Morrison

Seconded by Rob Shepley

THAT the Board award the tender for the provision of equipment and labour for screening of organic waste at Essex-Windsor Solid Waste Authority facilities in Essex County to Frank Dupuis Landscaping and Trucking Ltd. as per their tender submission dated April 27, 2023 for the term May 8, 2023 – May 8, 2026. The contract term is for a three (3) year period from May 8, 2023 – May 8, 2026, where the Authority has the option to extend the contract for three (3) additional, one-year extensions or portions of a year thereof at the absolute unfettered discretion of the Authority under the same terms and conditions as contained in the executed contract.

27-2023
Carried

C. FoodCycler Organics Pilot Program

The Manager of Waste Diversion provided details on a new Waste Diversion pilot program that the Authority will be offering to support the diversion of food waste from the landfill and provided a summary of the background information included in the report regarding the Ontario Food and Organic Waste Policy Statement and results of the Food and Organic waste survey that was done in 2022.

In 2022, Food Cycle Science (FCS), a social purpose organization, met with the Authority to discuss their FoodCycler product. The FoodCycler was identified as a potential solution for multi-residential buildings or for residents that may not have access to municipal diversion programs. The Manager of Waste Diversion explained the FoodCycler is a countertop food digester that dehydrates and processes food waste into a tenth of its original volume. She noted that there are two models and explained the differences between each unit. FCS was a finalist in the Government of Canada's Impact Canada's Food Waste Reduction Challenge and was awarded a \$400,000 grant. The grant is being distributed to municipalities that participate in the program. FCS has offered a partnership

with the Authority. After a review of FCS, the FoodCycler and other municipal programs, the Authority included funding in the 2023 budget.

The Manager of Waste Diversion explained that through the FoodCycler Organics Pilot Program (FOPP), FCS has allocated 250 FoodCyclers for the Authority that will be made available to Essex-Windsor residents at a subsidized rate. She explained that residents will have to register and complete an online survey. Some of the criteria that will be used to determine the allocation of the FCS units will include municipality, type of household, and number of residents. This will provide a good cross-section of households in Essex-Windsor that are able to participate in the pilot program. The residents that purchase the FoodCycler will participate in a 12-week program and track information to provide waste diversion data.

The Manager of Waste Diversion noted that \$25,000 has been included in the 2023 budget for the pilot program through the Waste Diversion reserve. This represents a subsidy of \$100 per unit. She referred to the funding model on page 24 of the agenda package which compares the cost of the two units available.

The Manager of Waste Diversion asked if there were any questions.

Mr. Kaschak noted that he saw the units that were on display at the Earth Day event and hopes that this will get residents excited about this and get people on board before the launch of the Source Separated Organics program in 2025.

Mr. Kieran McKenzie stated that he loves the program and asked how the units will be purchased by residents.

The Manager of Waste Diversion stated that residents purchase the unit up front and keep it after the pilot program ends.

Mr. Kieran McKenzie asked if some of the units could be made available at no cost.

Mr. Kieran McKenzie does not know if there is a correlation between income levels and waste diversion rates. He does not want to slow down the program that is already in motion but possibly look at other options for lower income households.

Mr. Morrison likes the spirit of Mr. McKenzie's idea but stated that it should not be up to the Authority to determine and analyze household income levels. He stated that maybe the Authority should consider if there may be a group that would like to contribute and subsidize the cost of the unit and then potentially make them available at no cost.

Mrs. MacDonald asked if residents would be charged the retail price and hope that they will follow through with the data that is being requested from them.

The Manager of Waste Diversion stated residents would be charged the reduced rate when accepted into the pilot program and sign a document stating that they will participate.

In regards to Mr. Kieran McKenzie and Mr. Morrison's comments, the General Manager stated that the Authority has three (3) units that were purchased at a reduced rate from FSC. She noted that the units were used as a trial by staff and some Board members to ensure their quality. Once Administration is finished with those units they could be donated to a group.

Mr. McNamara stated that the unit is incredible and he has not put any organics in regular waste since using the unit.

THAT the Board receive the report as information.

Moved by Rob Shepley

Seconded by Gary Kaschak

28-2023
Carried

9. Waste Disposal

A. Regional Landfill Leachate Management

The Manager of Waste Disposal provided an update regarding the management of leachate at the Regional Landfill and summarized information that had previously been reported to the Board regarding leachate management at the Regional Landfill and the increasing volumes and intensification of leachate requiring trucking and treatment representing a significant financial burden on the Authority.

The Manager of Waste Disposal provided an overview of events that have taken place since the September 14, 2022 Board meeting including meetings with the City of Windsor (City) regarding the increase in leachate quantity and intensification and the impact on operations at the pollution control plant.

The Manager of Waste Disposal explained that the City had requested a temporary suspension of the delivery of leachate at the pollution control plant so they could assess their system and operations. The Authority suspended leachate hauling from November 25, 2022, until January 16, 2023. Following the resumption of leachate hauling, the City has been restricting the number of loads delivered. The City and the Authority have been meeting bi-weekly and continue to test and monitor the leachate. The Authority has also met with other municipalities in the area to discuss contingency plans for the delivery of leachate.

The Manager of Waste Disposal described operational changes being implemented at the Regional Landfill to improve the leachate quality including the purchase and installation of additional pond aerators.

The Manager of Waste Disposal stated the Ministry of the Environment, Conservation and Parks (MECP) visited the Regional Landfill and discussions took place regarding the management of leachate and the procedures that need to be followed in the event that the Authority needs to suspend leachate hauling.

The Manager of Waste Disposal stated that Stantec will conduct a feasibility study to assess the Town of Essex Pollution Plant's ability to receive some of the leachate from the Regional Landfill. He explained some of the key findings from the Stantec report. Essex would need some form of pre-treatment of the leachate. The Town of Essex is not interested in receiving any untreated leachate.

On April 19, 2023, the Authority expanded the scope of the Stantec engagement to include the preparation of a report regarding options for the on-site treatment of leachate at the landfill. The Stantec report will be made available to the Board when completed.

The Manager of Disposal explained the long-term capacity constraints. He noted that leachate has increased due to landfill expansion and will continue with the expansion of additional cells and increased greenhouse waste due to high moisture content. The original Regional Landfill design included a requirement for leachate treatment.

The Manager of Waste Disposal stated that the Authority staff have been working with Stantec to identify potential options for leachate treatment. He explained the pros and cons of the following three options:

1. Option 1 – Status quo – trucking and treatment at pollution control plant.
2. Option 2 - Installation of an on-site, pre-treatment solution and truck or force main to a pollution control plant.
3. Option 3 – Installation of an on-site solution and discharge to surface water drain.

The Manager of Waste Disposal referred to page 36 of the agenda package and explained the various leachate treatments.

On April 14, 2023, the Authority reviewed and authorized a proposal by Rochem utilizing reverse osmosis treatment. The Manager of Waste Disposal provided a sample of leachate at the meeting that was treated by reverse osmosis. This process would be dependent on MECP approval. He noted that

the Authority is currently testing 50 gallons of leachate as an on-site trial. The Authority will be provided with the chemical analysis results in several weeks.

The Manager of Waste Disposal stated that the 2023 budget includes a number of expenditures related to the treatment of leachate. He noted that other costs in the budget include consulting fees to fund an alternative treatment plan. In 2023, the Authority spent \$87,000 to purchase three new aerators. The total cost of the on-site study conducted by Rochem is approximately \$12,000. He also noted that any potential long-term solution identified will require a significant investment. The Authority is researching government funding opportunities.

The Manager of Waste Disposal noted that the final Stantec report will identify treatment and pre-treatment options. The Stantec report and the results of the on-site bench test trial conducted by Rochem will be provided to the Board.

The Manager of Waste Disposal asked if there were any questions.

Mrs. MacDonald asked if there is any way to get money back from the greenhouse industry since the vines are causing the issues they should be paying for it.

The Manager of Waste Disposal stated that tipping fees have increased substantially and should continue to increase.

Mrs. MacDonald stated that the greenhouses should be charged and not the average ratepayer.

Mr. Kaschak stated that we have to have an EPR on greenhouse vines or a large fee. He commented that the other pollution plants in the area should be able to treat this as well. He asked about the size of the force main.

The Manager of Waste of Disposal stated that the concept of a 4" diameter forcemain was proposed by Administration to the Town of Essex in November 2021 and that is what Stantec used to calculate their estimates.

Mr. Kaschak asked if installing a force main to convey leachate to the Essex PCP would involve public consultation.

The Manager of Waste Disposal responded yes. Routing of a forcemain would likely utilize public road right of way and this would be subject to the public review and consultation process.

The Manager of Waste Disposal stated that currently, the design of additional leachate storage capacity is not included in the design of Cell 5 North which is scheduled for construction in 2024. The Manager of Waste Disposal further stated that in his opinion, more lagoons are not the solution and that the

money would be better spent on alternative and sustainable ways to treat leachate.

Mr. Kaschak stated the reverse osmosis treatment seems very impressive.

Mr. Shepley asked if it would be better to build our own treatment plant instead of trucking the leachate off-site.

The Manager of Waste Disposal stated that building an on-site treatment facility is something that is currently being explored, along with the concept of installing a force main to the Town of Essex PCP which has some additional capacity. All options are being explored.

Mr. McNamara stated that we have to look at the cost of trucking leachate. He stated that he would like to know all the options. He agrees with Mr. Shepley. He stated that we have to reduce the carbon footprint and trucking does not do this. He likes the idea of looking at technology for treating leachate on-site. He noted that it makes a lot of sense and that is contained at the Landfill. Trucking costs are going to increase and climate change and rain is not a friend to landfills. He stated that as we expand the landfill and look at all the costs aggregated together, that is the direction we should be looking at. Mr. McNamara stated that he would like to see an analysis on what the costs are. He noted that even when the landfill is closed, we have the responsibility to ensure that the environment is protected from leachate impacts.

Mr. Kieran McKenzie stated that he agrees with Mr. Shepley and Chair McNamara. He stated to have the report from Stantec include environmental impacts. He also agrees with Mrs. MacDonald and her comments regarding the greenhouse vines.

Moved by Hilda MacDonald

Seconded by Kieran McKenzie

THAT the Board receive this report as information.

29-2023
Carried

10. Finance & Administration

A. EWSWA 2023 Budget Approval Status

The Manager of Finance stated that on April 3, 2023, the City of Windsor Council resolved to approve the 2023 EWSWA Budget.

Moved by Rob Shepley

Seconded by Kieran McKenzie

THAT the Board receive this report as information.

30-2023
Carried

B. January – March 2023 Three-Month Operating Financial Review

The Manager of Finance provided a three-month financial review of the Authority's operating costs and revenue for the period of January to March 2023. He noted that the report only included items that have a material variance to budget.

The Manager of Finance noted the following variances:

- Municipal revenue increased marginally by \$26,695.
- An increase of 6,600 tonnes was received at the Regional Landfill from Industrial, Commercial and Institutional (ICI) customers compared to 2022.
- An increase of approximately 23,000 tonnes of non-landfilled material was delivered from ICI customers.
- A positive variance of approximately \$107,000 in revenue from the sale of recyclable material. The material that generated the most revenue was from the sale of aluminum cans and plastics.
- An unfavorable expenditure variance of approximately \$80,000 for the County Blue Box Collection.

The Manager of Finance noted that there were no other significant expenditure variances identified in the first quarter of 2023.

Mr. Morrison asked if there was a trend analysis regarding the 20% increase from ICI customers.

The Manager of Finance stated that the Authority has seen increases due to vines. He noted that any significant variances will be identified in the six-month financial report.

Mr. Morrison asked if the increase in ICI is mostly attributed to the increase in construction.

The General Manager stated that the three-month report is a comparator but the six-month report identifies the trend. Further that the increase in ICI material could be episodic contaminated soil from one construction project.

Moved by Rob Shepley

Seconded by Jim Morrison

THAT the Board receive this report as information.

31-2023
Carried

C. 2022 Financial Statements and Auditors' Report

The Manager of Finance presented the Authority's 2022 audited financial statements and KPMG's auditors report. KPMG has issued an "unmodified" audit opinion meaning the financial statements present fairly. He summarized significant figures included in the financial statements and in the report including:

- A receivable from the City of Windsor of approximately \$4.9 million represents the market value of proceeds from the settlement of the MFP suite.
- A post-closure liability of approximately \$16 million that represents the liability that must be recorded per the Public Sector Accounting Board for the Regional Landfill.
- A net long-term liability balance of \$52,488,076 represents a debenture due to Sun Life Assurance Company Limited on account of the Regional Landfill.
- A summary of reserve funds of approximately \$49 million.
- The 2022 final operating surplus totaled \$1,621,982, which has been transferred to the Rate Stabilization Reserve.

The Chair asked if there were any questions. No questions were asked.

Moved by Gary Kaschak

Seconded by Jim Morrison

THAT the Board approve this report, the 2022 financial statements and the associated auditors' report.

32-2023
Carried

D. Staffing Requests – 2023 Budget

The General Manager stated that the 2023 Budget included funding for two additional staff positions. The Waste Diversion Project Lead will be a temporary full-time position that will support the Blue Box Transition to Extended Producer Responsibility and the Food and Organic Waste program. The second enhancement will be a Waste Diversion Labourer. This position is currently a part-time position, but with increased employee absences due to COVID and an aging workforce, Authority management has concluded that it cannot operate effectively with only two full-time employees.

The General Manager stated that the positions were included in the 2023 Budget but is requesting formal approval to post the two positions.

Moved by Kieran McKenzie

Seconded by Hilda MacDonald

THAT the Essex-Windsor Solid Waste Authority Board **Approve** the hiring of the following positions as included in the 2023 Operational Plan and Budget:

- Waste Diversion – Project Lead – Temporary Full-time
- Waste Diversion – Labourer, Material Recovery Facility – Full-time.

33-2023
Carried

E. Extension of Agreement for Farmland Rent

The General Manager stated the report is to recommend the execution of the final extension option included in the agreement with Chris Malott Farming Enterprises Inc. (CMFE) for farmland rent. She noted that CFME is a good tenant and has complied with all the terms and conditions of the agreement.

Mr. Kaschak asked if CFME is renting the Cell 5 area.

The General Manager stated that CFME is not renting the Cell 5 area. He is renting the lands around the landfill which are separate properties of the Regional Landfill.

Moved by Rob Shepley

Seconded by Gary Kaschak

THAT the Board authorize the General Manager to execute an extension agreement with Chris Malott Farming Enterprises Inc. for a one-year period November 1, 2023 – October 31, 2024 at the current agreement price of \$276 per acre for 10 parcels of farmland making up 813 acres in the vicinity of the Regional Landfill.

34-2023
Carried

F. Regional Waste Collection Update

The General Manager provided an update related to the motions passed at the June 15, 2022, Essex Council meetings with regard to waste collection within the seven County municipalities.

The General Manager noted that through meetings with the regional CAOs, it was prudent to bring a report back to Essex County Council since the motions passed were during the previous term of Council to ensure there was continued support. She noted that on April 19, 2023, Essex County Council reconfirmed its commitment to a regional approach to waste management in the County of

Essex. The Authority's General Manager and the County of Essex Solicitor and Director of Financial Services/Treasurer will develop by-laws on how this service could be uploaded to the County of Essex.

The Authority has offered to attend individual municipal council meetings to provide additional information and answer questions. The General Manager noted that a presentation had been made to the Town of Tecumseh and presentations were scheduled for the Town of Essex and the Municipality of Leamington

The General Manager stated that a report by EXP will identify the logistics on how this service will be implemented along with the Source Separated Organics program. This report will be brought forward to the Board at a future meeting.

Moved by Rob Shepley

Seconded by Hilda MacDonald

THAT the Board receive this report as information.

35-2023
Carried

11. Other Items

No other items were raised for discussion.

12. By-Laws

A. By-Law 3-2023

Moved by Kieran McKenzie

Seconded by Gary Kaschak

THAT By-Law 3-2023, being a By-law to Authorize the Execution of an Agreement between the Essex-Windsor Solid Waste Authority and Frank Dupuis Landscaping & Trucking Ltd. for the Provision of Equipment and Labour for the Screening of Organic Waste at Essex-Windsor Solid Waste Authority Facilities in Essex County

36-2023
Carried

B. By-Law 4-2023

Moved by Kieran McKenzie

Seconded by Gary Kaschak

THAT By-Law 4-2023, being a By-law to Authorize the Extension of an Agreement between the Essex-Windsor Solid Waste Authority and Christopher Malott Farming Enterprises, Inc. for the Rental of Farmland in the vicinity of the Regional Landfill.

37-2023
Carried

C. By-Law 5-2023

Moved by Kieran McKenzie

Seconded by Gary Kaschak

THAT By-Law 5-2023, being a By-law to Confirm the Proceedings of the Board of the Essex-Windsor Solid Waste Authority be given three readings and be adopted this 2nd day of May, 2023

38-2023
Carried

13. Next Meeting Dates

Tuesday, June 6, 2023

Wednesday, July 12, 2023

Tuesday, August 1, 2023 (Cancelled)

Wednesday, September 13, 2023

Thursday, October 5, 2023

Tuesday, November 7, 2023

Tuesday, December 5, 2023

14. Adjournment

Moved by Rob Shepley

Seconded by Hilda MacDonald

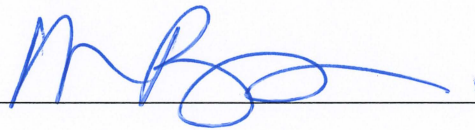
THAT the Board stand adjourned at 6:55PM.

39-2023
Carried

All of which is respectfully submitted.



Gary McNamara
Chair



Michelle Bishop
General Manager



ANNUAL REPORT

Essex-Windsor Residential Waste Diversion 2022

Report Date: March 31, 2023

Table of Contents

1 INTRODUCTION	1
1.1 Residential Waste Diversion Rate 2022	1
2 PROGRAMS	2
2.1 Residential Recycling Blue Box Program	2
Table 1: Residential recycling blue box collection tonnes by month comparison	3
2.2 Recycling Residual Disposal	3
3 TONNES MARKETED	4
Figure 1: Percent of tonnes for 2022 marketed recyclables	4
3.1 Fibres	5
Old Newspaper (SRPN #56)	5
Old Corrugated Cardboard (OCC)	5
Hardpack (OBB)	5
Fine Paper	5
Mixed Fibre (SRPN #54)	5
3.2 Containers	6
Steel Cans	6
Aluminum Cans and Foil	6
Glass	6
Polyethylene Terephthalate (PET)	6
High-Density Polyethylene (HDPE)	6
Polycoat and Gable Top	6
Mixed Plastics	7
Mixed Containers	7
Table 2: Marketed fibre summary comparison: 2021 versus 2022	7
Table 3: Marketed containers summary comparison: 2021 versus 2022	7
Table 4: Residential recyclables marketed comparison	8
Table 5: Revenue comparison: 2021 versus 2022	8
Table 6: Annual revenue comparison	9

Figure 2: Percent of revenue marketed in 2022 _____	9
3.3 Markets _____	10
4 OTHER RESIDENTIAL RECYCLING PROGRAMS _____	10
4.1 White Goods _____	10
Table 7: Summary of white goods diversion for 2022 _____	10
Table 8: 2022 White goods collected through the EWSWA White Goods Program by month in municipalities across Essex County _____	11
4.2 Tires _____	12
4.3 Scrap Metal _____	12
4.4 Electronics Recycling _____	12
4.5 Deposit/Return Program _____	12
4.6 WE ReCYCLE Bike Program _____	13
Table 9: Bikes recycled through the WE ReCYCLE program in 2022 _____	13
4.7 Election Signs _____	13
Table 10: Other recyclables comparison: 2021 versus 2022 _____	14
5 RESIDENTIAL ORGANICS _____	14
5.1 Yard Waste _____	14
Table 11: 2022 Yard waste summary for all EWSWA sites _____	15
Table 12: Yard waste tonnes comparison: 2021 versus 2022 _____	15
5.2 Screened Compost Sales _____	15
Table 13: Compost sales 2022 summary _____	16
5.3 Backyard Composting _____	16
Table 14: Residential organic waste reduction comparison: 2020 — 2022 _____	17
6 PROMOTION AND EDUCATION (P&E) _____	17
6.1 Community Outreach _____	17

6.2 Special Community Events	18
6.3 Waste Reduction Hotline	18
6.4 Print Newsletter	18
6.5 E-Newsletter	18
6.6 EWSWA Website	19
6.7 Recycle Coach App	19
6.8 Agorapulse	20
6.9 Facebook	20
6.10 Twitter	21
6.11 Instagram	21
6.13 Google – Public Drop Off Depot Statistics	21
6.14 Organics Survey	22
6.15 Gold Star Program	23
6.16 LaSalle Buckslip	24
7 MUNICIPAL HAZARDOUS OR SPECIAL WASTES (MHSW) PROGRAM	24
7.1 MHSW Depots	24
7.2 Reuse Centre	24
Table 15: Municipal Hazardous or Special Waste for 2022 in litres	25
Table 16: Municipal Hazardous or Special Waste for 2022 in kilograms	25
Table 17: MHSW Diversion Comparison	26
7.3 Waste Motor Oil	26
Table 18: Litres Waste Oil collected	26
7.4 Waste Cooking Oil	27

8 OVERALL SUMMARY OF RESIDENTIAL DIVERSION QUANTITIES27

8.1 Residential Waste Diversion _____ 27

Table 19: Residential Waste Diversion Summary_____ 27

This document is formatted for accessibility and is available in alternate formats upon request.

Essex-Windsor Residential Waste Diversion

Annual Report for January – December 2022

1 Introduction

The Annual Waste Diversion Report provides information on the waste diversion activities carried out by the Essex-Windsor Solid Waste Authority (EWSWA) during 2022 in compliance with Condition 5.2 of the Environmental Assessment Approval for the Essex-Windsor Regional Landfill.

1.1 Residential Waste Diversion Rate 2022

This report also provides the EWSWA the ability to track any changes in the amount of waste diverted through its waste diversion initiatives from year to year.

In 2022, the seven County of Essex municipalities and the City of Windsor delivered 108,059 tonnes of residential waste to the Regional Landfill. During the same time period, 51,435 tonnes of residential waste were diverted from the landfill via the blue and red box recycling program, municipal hazardous or special waste program, composting, and other waste diversion programs. These waste diversion initiatives resulted in a 2022 residential diversion rate of 32.0%. The 2021 diversion rate was 32.9%.

2022 Residential Diversion Rate is calculated as follows:

$$\frac{51,435 \text{ Tonnes Diverted (see Table 19)}}{108,059 \text{ Tonnes of Residential Refuse Collected Curbside} + 1,342 \text{ Residuals} + 51,435 \text{ Diverted Tonnes}} = \frac{51,435}{160,836} \times 100 = \mathbf{32.0\%}$$

2021 Residential Diversion Rate is calculated as follows:

$$\frac{56,303 \text{ Tonnes Diverted (see Table 19)}}{112,053 \text{ Tonnes of Residential Refuse Collected Curbside} + 2,632 \text{ Residuals} + 56,303 \text{ Diverted Tonnes}} = \frac{56,303}{170,988} \times 100 = \mathbf{32.9\%}$$

2 Programs

2.1 Residential Recycling Blue Box Program

The tonnes of residential recyclable materials collected curbside during 2022 totaled 21,978 tonnes. The overall tonnes of recyclables collected in 2022 were slightly lower compared to the 23,802 tonnes collected in 2021.

A monthly summary and comparison of the tonnes collected curbside from the City and the County in 2021 and 2022 is shown in Table 1. Collection of recyclables in the County was carried out under contract in 2022 by the City of Windsor. Collection of recyclables in the City of Windsor in 2022 was carried out by Green For Life Environmental Inc.

All materials were processed at the EWSWA owned Essex-Windsor Material Recovery Facility (MRF), located at E.C. Row and Central Avenue in Windsor where HGC Management Inc. via contract process delivered materials.

In addition to the residential recyclables collected curbside, 611 tonnes of recyclables were delivered to the EWSWA's Public Drop Off Depots in 2022. This is up slightly from 2021, where 605 tonnes were delivered.

Table 1: Residential recycling blue box collection tonnes by month comparison

Month	2022 County of Essex* Tonnes	2022 City of Windsor Tonnes	2022 Combined Tonnes	2021 Comparable Tonnes
January	912	892	1,804	2,065
February	895	875	1,770	1,761
March	983	917	1,900	1,996
April	900	912	1,813	2,000
May	979	985	1,964	1,870
June	980	973	1,953	2,086
July	899	922	1,821	2,079
August	902	973	1,875	1,838
September	919	888	1,807	1,986
October	784	811	1,595	1,991
November	910	883	1,793	1,921
December	984	900	1,884	2,210
Total:	11,047.00	10,931.00	21,978	23,802

* The County of Essex includes the Town of Amherstburg, the Town of Essex, the Town of Kingsville, the Municipality of Lakeshore, the Town of LaSalle, the Municipality of Leamington, and the Town of Tecumseh. Due to rounding, sum of combined tonnes for 2021 and 2022 will not equal total value.

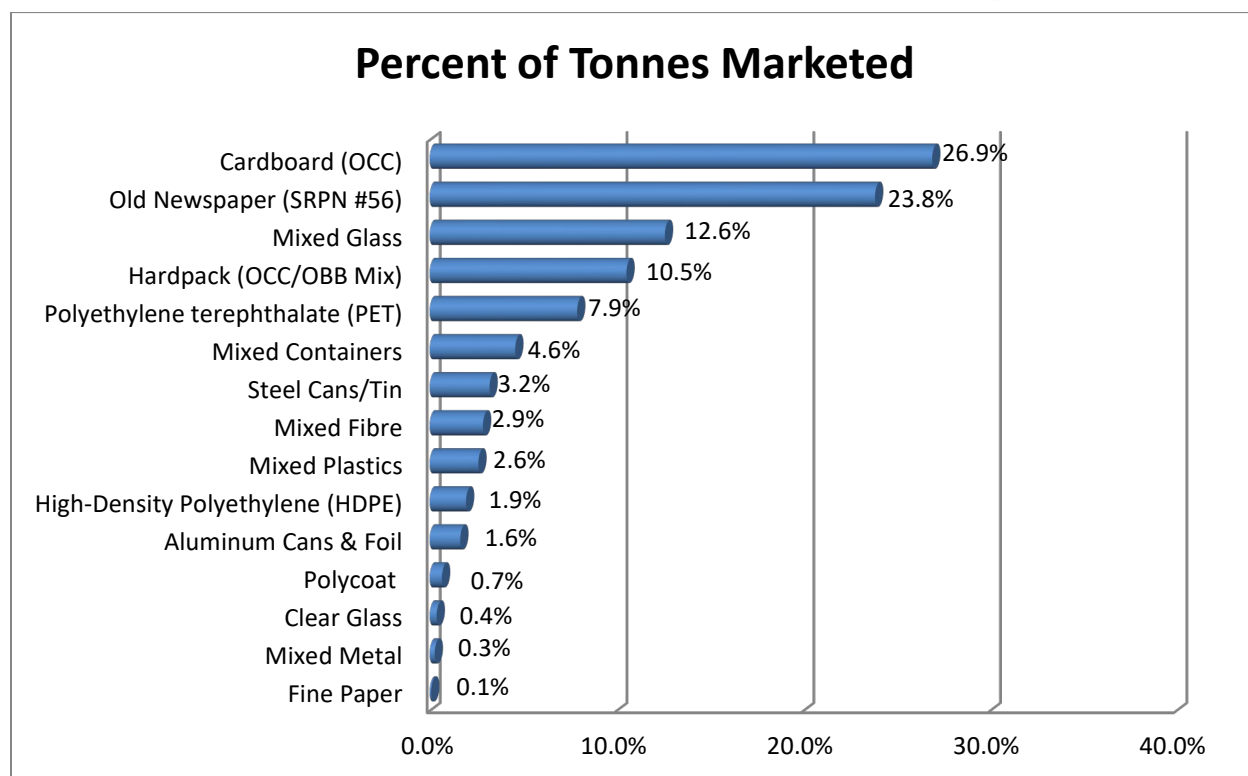
2.2 Recycling Residual Disposal

Recycling Residual is the material that is left over after the processing of the recyclable materials are collected and delivered to the MRF. The residuals consist of contaminated materials, non-recyclable materials, and packaging materials used to secure recyclables placed in the recycle box. A total of 1,342 tonnes of recycling residuals was disposed of in 2022. This is a significant decrease in residuals from 2021 (2,632 tonnes), as there were great favourable changes in market demands and HGC Management Inc. made processing refinements that supported these new market opportunities.

3 Tonnes Marketed

For the purposes of waste diversion calculations, tonnes marketed are used instead of the tonnes collected curbside. The tonnes marketed by material type are shown in Tables 2, 3, and 4. The EWSWA markets all materials processed through the MRF and retains 100% of the revenue from the sale of materials. Revenue from the sale of material in 2022 was approximately \$4,681,016 (see Table 5), representing a basket-of-goods revenue of approximately \$225/tonne compared to a basket-of-goods revenue of \$237/tonne in 2021. This is as a result of exceptionally strong market conditions for the majority of recyclable materials marketed in the first half of 2022. A brief discussion on market conditions and prices for each of the materials follows.

Figure 1: Percent of tonnes for 2022 marketed recyclables



3.1 Fibres

Old Newspaper (SRPN #56)

Ontario market price trends are published annually by the Continuous Improvement Fund's (CIFs) Price Sheet (December 2022). For 2022, SRPN #56 prices ranged from a low of \$82 per tonne to a high of \$218 per tonne. The EWSWA average price for 2022 was \$175 per tonne which is higher than this provincially published CIF average of \$146 per tonne. The EWSWA 2021 average price for SRPN #56 was \$155 per tonne.

Old Corrugated Cardboard (OCC)

The EWSWA price for old corrugated cardboard ranged from a low of \$69 per tonne to a high of \$235 per tonne in 2022. The 2022 EWSWA average price per tonne was \$189 compared to \$208 in 2021. The EWSWA's average price of \$189 per tonne was higher than the provincial average of \$170 per tonne per the CIF Price Sheet - December 2022.

Hardpack (OBB)

(Example: cereal boxes, cardboard)

The EWSWA's prices for this cardboard/boxboard mix ranged from \$11 per tonne to \$165 per tonne in 2022. In 2022, the EWSWA average price was \$112 compared to \$149 per tonne in 2021, again as a result of global market conditions. The EWSWA's average 2022 price of \$112 per tonne was higher than the provincial average of \$85 per tonne per the CIF Price Sheet - December 2022.

Fine Paper

One load of fine paper was sold in 2022 with an average price of \$419 per tonne. This is an increase compared to 2021, as no loads of fine paper were marketed last year due to lower amounts of this material delivered.

Mixed Fibre (SRPN #54)

The pricing for mixed fibre ranged from a low of \$0 per tonne to a high of \$118 per tonne in 2022. This is a decrease from 2021 as market demands for this low-grade fibre decreased and therefore the average price for 2022 was \$92 per tonne compared to \$103 per tonne in 2021.

3.2 Containers

Steel Cans

The 2022 average price was \$367 per tonne compared to \$429 per tonne in 2021. This market price per tonne in 2022 ranged from a low of \$224 to a high of \$566.

Aluminum Cans and Foil

The 2022 average price was \$2,560 per tonne compared to \$2,157 in 2021. Again, due to market fluctuations the price per tonne ranged from \$1,980 to \$3,218 per tonne. Aluminum foil was sold at an average price of \$886 during 2022, whereas in 2021, it sold at \$770 per tonne.

Glass

The 2022 average clear glass price of \$11 per tonne was higher than the 2021 average price of \$0 per tonne, due to markets. Clear glass is the only product that is not marketed FOB (Freight on Board) at the Essex-Windsor MRF. Mixed coloured glass was delivered to the Regional Landfill for use as road base.

Polyethylene Terephthalate (PET)

(Example: plastic water bottles)

The average price was \$595 per tonne in 2022 which is much higher than the 2021 average price of \$491 per tonne.

High-Density Polyethylene (HDPE)

(Example: laundry soap bottles)

The average price was \$601 per tonne in 2022, compared to the 2021 average price of \$1,276 per tonne.

Polycoat and Gable Top

(Example: milk cartons)

Polycoat was sold in 2022 at an average price of \$55 per tonne compared to the average price of \$19 per tonne in 2021.

Mixed Plastics

(Example: tubs & lids, clamshells, trays, cups, plastic bottles, excludes polystyrene and plastic film bags)

The average price was \$160 per tonne in 2022 compared to the average price of \$168 per tonne in 2021.

Mixed Containers

In 2022, due to market availability, the EWSWA was successful to market a low-grade mixed container grade. This started in March and carried through to December 2022. The average price was \$14 per tonne.

Table 2: Marketed fibre summary comparison: 2021 versus 2022

Fibre Material	2021 Tonnes	2022 Tonnes	% Change
Old newspaper (SRPN #56)	4,963	4,976	0.3
Cardboard (OCC)	6,311	5,614	-11.0
Hardpack (OBB)	2,341	2,199	-6.1
Fine paper	0	17	N/A
Mixed fibre (SRPN #54)	787	596	-24.3
Totals:	14,402	13,402	-6.9%

Table 3: Marketed containers summary comparison: 2021 versus 2022

Container Material	2021 Tonnes	2022 Tonnes	% Change
Clear glass	142	79	-45.8
Mixed glass	2,737	2,628	-4.0
Steel cans	772	669	-13.3
Aluminum cans and foil	356	342	-3.9
Polyethylene terephthalate (PET)	1,601	1,648	2.9
High-density polyethylene (HDPE)	388	406	4.6
Polycoat/gable top	83	138	66.3
Mixed plastics	461	544	18.0
Mixed containers	N/A	956	N/A
Totals:	6,540	7,410	13.3%

Table 4: Residential recyclables marketed comparison

Tonnes Marketed	2021 Tonnes	2022 Tonnes
a) Total tonnes marketed	20,942	20,812
b) ICI Tonnes	(630)	(689)
Net marketed residential recyclables	20,312	20,123

Notes: a) Total tonnes marketed less b) ICI delivered tonnes = Net marketed residential recyclables.

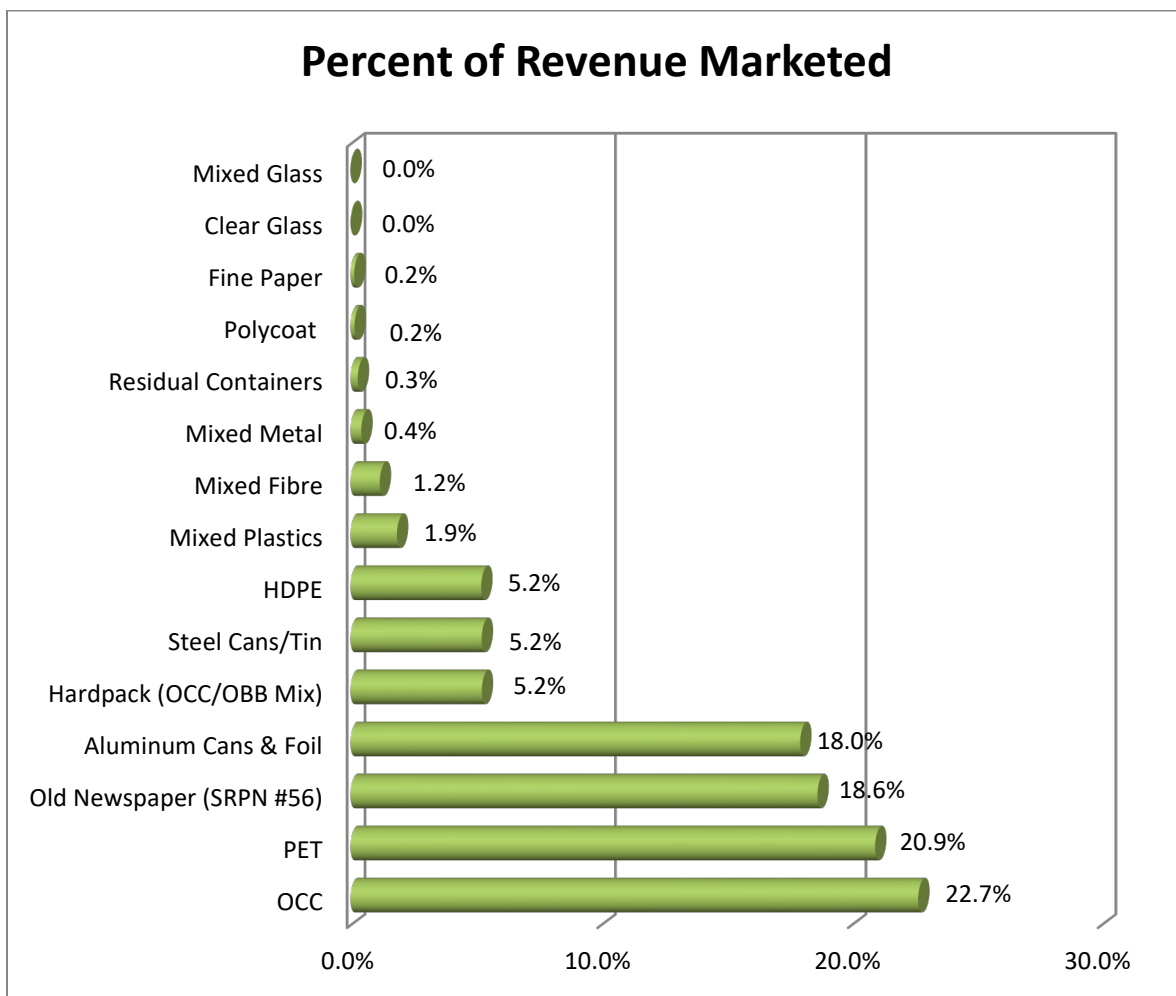
Table 5: Revenue comparison: 2021 versus 2022

Recyclable Material	2021 Revenue	2022 Revenue
Old newspaper (SRPN #56)	\$771,507	\$872,762
Cardboard (OCC)	\$1,311,714	\$1,061,269
Hardpack (OBB)	\$347,701	\$245,421
Clear glass	\$0	\$849
Mixed fibre (SRPN #54)	\$81,149	\$54,733
Steel cans	\$331,266	\$245,252
Fine paper	\$0	\$7,141
Aluminum cans and foil	\$747,075	\$840,396
Polyethylene terephthalate (PET)	\$786,433	\$980,506
High-density polyethylene (HDPE)	\$495,494	\$244,321
Mixed glass	\$0	\$0
Polycoat/gable top	\$1,626	\$7,631
Mixed metal	\$16,259	\$20,215
Mixed plastics	\$77,212	\$86,865
Residual Containers	\$0	\$13,655
Total Revenue	\$4,967,436	\$4,681,016

Table 6: Annual revenue comparison

Year	Revenue
2015	\$3,101,234
2016	\$3,414,055
2017	\$4,241,411
2018	\$3,204,744
2019	\$2,076,450
2020	\$2,180,781
2021	\$4,967,436
2022	\$4,681,016

Figure 2: Percent of revenue marketed in 2022



3.3 Markets

While overall delivered tonnages for 2022 were slightly lower than 2021, total marketed tonnes were very similar to 2021, as a result of market availability. Total revenue remained exceptionally high at the beginning of 2022 for both container and fibre market streams, but then significant market drops lowered final revenue outcomes. Similarly, producer shifts in materials (e.g., cardboard, PET) released out into the Ontario market had direct impacts on collected and marketed blue box tonnage numbers for 2022. Finally, as a result of strong market conditions, the EWSWA was able to market a low-grade mixed container material for the first time in 2022 which had a positive impact on waste diversion numbers.

4 Other Residential Recycling Programs

4.1 White Goods

Since 1991, white goods, such as fridges, stoves, air conditioners, washers, dryers, freezers, dishwashers, etc. have been restricted from landfill disposal. In 2022, the EWSWA's curbside collection program for white goods across all municipalities in Essex County except Lakeshore (as they run their own program) captured 1,479 white good units (approximately 133 tonnes). The Municipality of Lakeshore reported that they diverted 8 tonnes of white goods through their 2022 program.

While the City of Windsor did not operate a white goods collection program during 2022, there were also 133 tonnes of white goods delivered to the Public Drop Off Depots for a combined total of approximately 274 tonnes. Table 8 details the white goods collection program for each of the municipalities in the County of Essex by month during 2022.

Table 7: Summary of white goods diversion for 2022

White Goods Summary	2022 Tonnes
EWSWA Curbside Essex County Collection	133
Municipality of Lakeshore Program	8
Drop Off Depots	133
Total Tonnes Recycled and Diverted	274

Table 8: 2022 White goods collected through the EWSWA White Goods Program by month in municipalities across Essex County

Month	Amherstburg	Essex	Kingsville	LaSalle	Leamington	Tecumseh	Total for Month
January	35	16	9	11	9	14	94
February	28	8	24	19	17	17	113
March	35	6	13	16	18	8	96
April	44	26	33	24	17	12	156
May	32	17	22	30	21	20	142
June	25	24	35	24	17	18	143
July	37	15	20	22	19	23	136
August	30	16	21	25	12	14	118
September	27	14	36	20	14	17	128
October	29	14	22	24	25	11	125
November	31	12	23	21	13	22	122
December	20	8	16	25	19	18	106
Total Units	373	176	274	261	201	194	1,479

Notes: 1,479 units with the average weight of 90 kilograms per unit results in diversion of approximately 133.11 tonnes.

4.2 Tires

In 2022, RPRA Datacall resulted in the diversion of approximately 3,001 tonnes of used tires in the Essex-Windsor area. While automotive tire recycling is now offered at many locations across Essex-Windsor, the EWSWA still collects and recycles used tires through the RPRA program. During 2022, approximately 101 tonnes of used tires were dropped off at EWSWA sites; which are included in the 3,001 tonnes diverted in Essex-Windsor.

4.3 Scrap Metal

There are 40-yard roll off bins located at the Windsor Public Drop-off Depot for the collection of ferrous and non-ferrous scrap metal material. Metal materials are dropped off here from PDO visitors and other programs across the site where it may have been improperly disposed of to ensure it is diverted from the landfill. The metals are sold through a competitive bid process to local scrap dealers. In 2022, approximately 445 tonnes of metals were collected and recycled.

4.4 Electronics Recycling

Under contract with the EWSWA, Quantum Lifecycle Partners Inc. supplies sea containers for the collection of electronics at the EWSWA's Public Drop-off Depots. The EWSWA staff place electronic items that are received from the public in these containers. In 2022, approximately 257 tonnes of computers, televisions, audio visual equipment, and various electronic items were collected through the Waste Electrical and Electronics Equipment (WEEE) stewardship program.

4.5 Deposit/Return Program

The EWSWA has a capture program at its Material Recovery Facility (MRF) for deposit/return containers (i.e. aluminum beer cans; glass, wine, and spirit bottles) that have been collected through the blue box collection program. During 2022, approximately 30 tonnes of deposit/return containers were received at the MRF and are included as part of the 2,329 tonnes that were diverted throughout Essex-Windsor as part of the deposit/return & stewardship program. The 2,329 diversion tonnes figure is calculated as part of the 2022 RPRA Datacall and is based on the Essex-Windsor population as determined by the latest Statistics Canada census data.

4.6 WE ReCYCLE Bike Program

The EWSWA recognizes the importance of providing waste diversion programs that are convenient and safe for the public to access. In 2021, the EWSWA Board approved a bike reuse program, that supports bikes that are collected at the EWSWA sites to be refurbished and recycled back into the Essex-Windsor area through a community partnership program. In 2022, a total of 813 bikes were dropped off at EWSWA sites, where 657 of those bikes were repaired/reused and the remaining 156 bikes were placed in our scrap metal bin for recycling.

Table 9: Bikes recycled through the WE ReCYCLE program in 2022

Location	Total # of Bikes Dropped Off	Total # of Bikes Repaired/Reused	Total # of Bikes Recycled as Metal
Windsor Public Drop Off	749	625	124
Kingsville Transfer Station #2	64	32	32
Totals:	813	657	156

As the average bike weighs 10 kg, it is estimated that a total of 8,130 kgs or 8.13 tonnes of bikes were dropped off at EWSWA Depots, 6,570 kgs or 6.57 tonnes of those bikes were repaired/reused, therefore, 1,560 kgs or 1.56 tonnes of unrepairable bikes were recycled through the WE ReCYCLE Program in 2022. It is important to note that the 2021 diversion number of 2 tonnes was for the last quarter of 2021, as the program was launched in October 2021.

4.7 Election Signs

As the EWSWA attempts to divert materials where feasible, it has been successful to offer a drop off program at its sites for election signs after an election. As 2022 was an election year that hosted two elections in our region, approximately 1,266 kgs or 1.27 tonnes of signs were dropped off at the EWSWA sites and later recycled.

Table 10: Other recyclables comparison: 2021 versus 2022

Other Recyclable Programs	2021 Tonnes	2022 Tonnes	% Change
White goods (all sites)	277	274	-1.1%
Used tires	3,001	3,001	0%
Scrap & mixed metal	550	445	-19.1%
Electronics	302	257	-14.9%
Deposit/return & stewardship	2,329	2,329	0%
Bicycles	2	7	250.0%
Election Signs	1	1	0%
Total Other Recyclables	6,462	6,314	-2.3%

Notes: RPRA Datacall calculation is based on population for used tires and Deposit/return & stewardship programs in the Essex-Windsor area as reported by the Statistics Canada census.

5 Residential Organics

5.1 Yard Waste

Grass, leaves, tree trimmings, and brush are restricted from disposal at the Essex-Windsor Regional Landfill site. As a result, all local municipalities have established separate collection systems for yard waste, including special collections in January for Christmas trees. Furthermore, individual residents and grounds maintenance contractors also brought yard waste to each of the three Depots operated by the EWSWA in 2022.

The Essex-Windsor residents can set-out their yard waste in: paper bags, wheeled carts, garbage bins, and cardboard boxes to receive curbside collection. Yard waste will not be collected if it is placed in a plastic bag. Approximately 20,768 tonnes of yard waste was received in 2022, which represents a decrease of 15% compared to the 24,521 tonnes delivered in 2021.

Table 11: 2022 Yard waste summary for all EWSWA sites

Material Type	Windsor Public Drop Off	Kingsville Transfer Station 2	Regional Landfill	Total
Municipal Delivered	10,086	1,646	4,143	15,875
Residential Delivered	2,172	793	169	3,134
Total Res. Organics	12,258	2,439	4,312	19,009
*ICI Organics and Pallets	1,062	535	163	1,759
Grand Total (Tonnes)	13,320	2,974	4,474	20,768

Notes: *ICI is Industrial, Commercial, and Institutional delivered material type.

Table 12: Yard waste tonnes comparison: 2021 versus 2022

Material Type	2021 Tonnes	2022 Tonnes
Municipal Delivered	17,994	15,875
Residential Delivered	5,525	3,134
Total Res. Organics	23,519	19,009
*ICI Organics and Pallets	1,002	1,759
Grand Total (Tonnes)	24,521	20,768

*ICI is Industrial, Commercial, and Institutional delivered material type.

5.2 Screened Compost Sales

The EWSWA undertakes an in-depth process to the organics and yard waste it receives to turn it into saleable, quality compost. The composting process involves grinding up yard waste and placing it in long rows called 'windrows'. The material is turned frequently and the temperature is maintained above 55 degrees Celsius in order to kill any pathogens or weed seeds. Once the compost has matured, it is tested, screened, and then sold for use in landscaping, as well as flower and vegetable gardens.

In 2022, compost was sold as bulk (delivered or pick-up), bag-your-own, and prepackaged items as listed below.

Table 13: Compost sales 2022 summary

Compost Material	Quantity Sold	Tonnes
Delivered	1,052 cubic yards	526
Bulk sales	21,047 cubic yards	10,524
Bag-Your-Own	919 bags	51-52
Prepackaged Garden Gold	11,077 bags	199-244
Total Tonnes		11,300 -11,346

Notes: Pre-packaged bag weights are based on approximately 18 to 22 kg/bag; Bag-Your-Own is approximately 55-57 kg/bag; Bulk compost is approximately 500 kg/cubic yard. Compost weight is expressed in 'ranges' due to the differing moisture content & density. One cubic yard = one bucket from the small EWSWA loader in Windsor. Weights are approximate.

Under contract to the EWSWA, Frank Dupuis Landscaping and Trucking provided delivery services for the sale of 526 tonnes of bulk compost locally. In total, 10,524 tonnes of compost was sold through the bulk sale program to residents and businesses at EWSWA Depots. Additionally, approximately 11,077 prepackaged bags of compost were sold at the Depots. Many residents also bagged their own compost at one of the Depots. The combined total weight of compost sold in 2022 was approximately between 11,300 to 11,346 tonnes. In 2022, compost sales totalled \$239,327.

5.3 Backyard Composting

Backyard composters (BYC) with the brand name "The Earth Machine" and "The Green Cone" were sold to Essex-Windsor residents in 2022. The Earth Machine was sold through local Home Hardware stores year-round. Both units were sold during an EWSWA week long spring sale. Approximately 43 Earth Machine units were sold through the Home Hardware stores and 40 units were sold during the spring Inventory Sale for a total of 83 units sold in 2022. There were 5 Green Cones sold in 2022 through Home Hardware stores and 11 units were sold during the spring Inventory Sale for a total of 16 units sold in 2022. This brings the cumulative total to 835 Green Cones distributed since 2010, which is when they were first introduced to the area. The combined BYC distributed in 2022 was 99 units bringing the total number of units sold since 1988 to 40,247 units.

Current research has indicated that approximately 100 kg/year/BYC is diverted as a result of the backyard composting program. This translates into 4,025 tonnes of organic waste diverted from the landfill through this program. This does not consider homemade composters or composting done independent of the EWSWA's backyard composting program.

Table 14: Residential organic waste reduction comparison: 2020 – 2022

Residential Organic Programs	2020 Tonnes	2021 Tonnes	2022 Tonnes
BYC Program	4,006	4,015	4,025
Mulching Blades	1,343	1,343	1,343
Yard Waste (Residential)	24,810	23,519	19,009
Total Residential Organics	30,159	28,877	24,377

Notes: The mulching blade program was no longer directly offered through EWSWA after 2001. Even though mulching blades and mowers are used by residents in the area, it can't be measured for the purposes of this report; therefore, no increase in diversion is indicated.

6 Promotion and Education (P&E)

6.1 Community Outreach

The EWSWA staff traditionally organize promotions and events to engage residents in waste diversion activities. Initiatives like the online Scavenger Hunt for Earth Day, actual in-person Earth Day Event at Malden Park, a spring inventory sale, a digital campaign for Waste Reduction Week and an information booth at County Council Orientation, as well as print information on various EWSWA programs are some of the many strategies use in 2022.

After Covid-19, in person presentations were limited again in 2022 as they were in the previous two years in schools. As a result, the EWSWA is supporting all school boards with waste diversion inquiries, resources, and questions as needed. As well, the EWSWA supported special requests by school boards like MRF tours to school ambassador programs to liaise and better educate the new waste diversion school leaders.

There were eighteen special events serviced with blue box program recycling carts in 2022 to better support waste diversion at local community events.

6.2 Special Community Events

One notable event that the EWSWA serviced in 2022 was the Can-Am Police-Fire Games. The City of Windsor was selected to host the games in 2022 and the event took place from July 25-31, 2022.

Early in the planning stages of the games, the organizing committee established that it was essential for the opening ceremonies at Festival Plaza to be “zero-waste”. As the EWSWA operates a special-events recycling program, the City of Windsor contacted the EWSWA to provide recycling services for the opening ceremonies, as well as support for conducting a zero-waste event. To promote the games, mobile billboards were designed for GFL’s trucks (76 in total) with GFL agreeing to cover the cost. Greener Farms, a local food waste diversion company, was brought on board as well to provide organics recycling and the YQG Green Team was tasked with providing volunteers to sort through waste at the event.

Estimated attendance for the opening ceremonies was 2,000. It was a very busy event, with substantial amounts of food being served. By the end of the night, all of the organics and recyclables had been picked up, sorted, recycled, and the residual waste (actual garbage) from the event which notably only filled two regular sized garbage bags.

6.3 Waste Reduction Hotline

The EWSWA maintains a Waste Reduction Hotline (1-800-563-3377), where EWSWA staff will answer residential questions, or redirect the call to the appropriate staff or department.

6.4 Print Newsletter

The EWSWA issues an annual newsletter called Enviro Tips which is delivered to each household and is available online. In fall 2022, the newsletter “Enviro Tips” was delivered to every household, apartment, farm, and business in Windsor/Essex County. Over 171,000 newsletters were delivered. The newsletter featured the Recycle Coach App, tips to reduce food waste, information about backyard composters and Green Cone digesters, and other waste diversion tips and program reminders.

6.5 E-Newsletter

E-newsletters are also part of the program as they are low cost and another way to reach residents. The EWSWA has 3,323 e-newsletter subscribers.

Industry standards indicate that a decent open rate is anything between 20-33%. Open rates for e-newsletters are as follows: Gold Star 2022, 53%; Spring Sale 2022, 49%; Earth Day 2022, 55%.

6.6 EWSWA Website

The EWSWA website (www.ewswa.org) is updated on a regular basis to provide detailed information and public education to residents. Topics covered range from waste management and reduction, to details regarding waste diversion activities. Through the website, residents have access to instructions, tenders, reports, calendars, acceptable recycle box materials, incentives, etc. In 2022, there were approximately 51,634 hits on the website bringing the total hits to 467,894 hits since the launch of this website in 2012; the monthly average hits in 2022 had a duration of approximately 1.52 minutes. The 'What Goes Where' material search database resulted in 17,931 searches and municipal calendar searches were at 67,704 searches in 2022. In 2022, method of access by device was 60.1% mobile; 35.1% desktop computer, and 3.8% tablet.

6.7 Recycle Coach App

Recycle Coach is an app which makes recycling and collection schedule information easy to find. The app is continuously developing new programs to combat complacency and get people re-engaged in recycling. It promotes best practice ideas on better waste management to improve outcomes such as increasing recycling, proper disposal and diversion of solid waste, etc. In 2022, the EWSWA made it a priority to promote this app and get local residents onboard with accessing information around solid waste through this app. As a result, increased metrics listed below were noted for Recycle Coach in 2022:

Total Users: 26,416*

Total Interactions: 2,922,775

- Reminders: 2,728,826
- Notifications: 80,992
- Material Searches: 17,931
- Page Views: 27,322
- Calendar Views: 67,704

* Note: In 2021, there was a tracking metric for EWSWA website users accessing Recycle Coach's "What Goes Where" via the EWSWA website – which was included in the metrics as 'subscribers'. This metric is no longer included in the subscriber number, as it tracks material searches, and therefore is tracked as a stand-alone metric "Material Searches".

6.8 Agorapulse

In 2022, the EWSWA began using Agorapulse to better manage and enhance its capability to schedule social media posts. Agorapulse is a full-featured social media management platform. Some of its features include a variety of methods to publish content, schedule posts and report about social account usage. It allows the Waste Diversion team to stay organized, save time, generate reports, and easily manage social media accounts – all from one convenient platform. The EWSWA subscribed to the Agorapulse platform on March 16, 2022, therefore, the 2022 stats only include nine full months of data and reporting.

6.9 Facebook

- Fans: 267
- Engagement: 1,290
- Impressions: 178,197

Definitions

- *Fans are the number of people who are following the EWSWA's Facebook page.*
- *Engagement is the number of fan interactions (reactions, comments, shares, clicks, and private messages) with the EWSWA Facebook page.*
- *Impressions are the number of times the EWSWA page has been viewed during the selected period (2022). This includes paid, organic, and viral impressions.*

Facebook Publishing:

- Posts Published: 309
- Posts Reach: 55,959
- Engaged Users: 1,708

6.10 Twitter

- Followers: 966
- Engagement: 476
- Users' Activity: 10 am on Tuesday

Definitions

- *Followers are the number of people who are following the EWSWA on Twitter.*
- *Engagement is the number of followers' interactions (likes, replies and retweets) with the EWSWA Twitter profile.*
- *Users' Activity refers to the average days and hours users interacted the most with the EWSWA's content – based on inbox activities (mentions and direct messages).*

Twitter Publishing:

- Tweets Published: 218
- Likes: 204
- Retweets: 253
- Engagement: 457

6.11 Instagram

The EWSWA added Instagram to its social media accounts in 2021.

- Followers: 171
- Engagement: 167
- Impressions: 6.2K

Definitions

- *Followers is the number of people following the EWSWA on Twitter.*
- *Number of followers' interactions (likes, saves, comments and direct messages) to the EWSWA Instagram profile.*
- *Impressions is the number of times the EWSWA profile's content has been viewed during the selected period.*

6.13 Google – Public Drop Off Depot Statistics

The EWSWA strives to always ensure Google information is up-to-date as many people visit Google for topics like:

- Holiday Closures
- Hours of Operation

- Traffic Flow (heavy traffic / light traffic)
- Photos
- Reviews
- Accepted Materials

During a search, Google logs 'behavior' metrics, as well as the resulting 'action' from the search (a visit to the organization's website, request directions, call, etc.).

Some key Google statistics for EWSWA's Public Drop Off Depot 'searches' (statistical average is over 3 months):

- 4.3/5 star rating - based on public reviews
- 4,201 EWSWA business profile interactions
- 26,252 people viewed the EWSWA profile (via mobile 69%, via desktop 22%, via Google maps 8% mobile, via Google maps desktop 1%)
- 10.5K activity (website, calls, photo views, direction requests)

Through "Google Business Profile Manager" (launched in 2018), the EWSWA staff have the ability to post updates (holiday closures, change in hours, photos), as well as post messages and respond to reviews.

6.14 Organics Survey

To comply with Ontario's Food and Organic Waste Policy Statement, which will require certain municipalities in Essex-Windsor to achieve specific reduction and recovery target rates by 2025, the Region will be implementing a new green bin program that will divert organic waste away from our greatest asset, the Essex-Windsor Regional Landfill.

To prepare for this massive waste management program change in Essex-Windsor, the EWSWA partnered with the City of Windsor to create a survey to ask residents about their values, beliefs, behaviours and barriers around a new green bin program. The survey launched on April 18, 2022 through Windsor's SurveyMonkey account and closed on May 31, 2022. This survey was launched just in time for the local Earth Day event to capitalize on high attendance numbers that are historically present at this annual event. It was promoted by all partners, as well as through the EWSWA's: EWSWA.org, e-newsletter, intranet to staff, and social media accounts. The

EWSWA also shared the survey with all of its municipal partners with the intention to reach more local residents through their municipal connections. Other organizations like Devonshire Mall, Essex-Windsor Conservation Authority (ERCA), and YQG Green also promoted this Survey. Finally, paid advertising through Facebook was done to boost overall participation.

The survey was provided to participants at multiple green events such as: Earth Day, on-line Earth Day scavenger hunt via the Goose Chase App, Devonshire Mall clean-up day, and ERCA's tree planting event. Administration was pleased by the participation at the EWSWA tent at the Earth Day event, as well as, the interest from the public on what a new green bin program would look like. Specifically, there was much dialog around odour and collection frequency, and many discussions around 'why are you waiting so long to launch the organics program?'.

- The survey consisted of nine questions
- A total of 2,534 residents filled out and submitted a complete organics survey
- 75% of residents answered "yes" that they would participate in a curbside green bin collection program

6.15 Gold Star Program

In 2016, the EWSWA launched a new recycling incentive program aimed at increasing public awareness regarding the red and blue box recycling program. Residents were encouraged to apply for a new "Gold Recycling Box" through a program that evaluated their curbside recycling, provided feedback and rewarded successful recyclers with a gold box. The program's ultimate objective is to decrease the amount of contamination being set out by residents and thereby decrease the amount of residual waste leaving the MRFs. The program was renewed in 2017 and 2,050 residents registered for the "Gold Star" program and by 2018, 1,217 more homes were awarded a gold box. Due to the community engagement in this program, it continues to be offered each year to residents. In 2022, 108 more applicants registered for the program and 102 were awarded gold star boxes (6 had no boxes out). To date, 2,769 homes have registered to have their recycling inspected and were rewarded for excellent recycling habits with a Gold Box.

6.16 LaSalle Buckslip

The EWSWA designed a buckslip for inclusion in the Town of LaSalle tax bills for publication in early 2022. The buckslip featured the Recycling Recharge campaign which reminded residents to have their recycling out on time, to separate containers from paper materials, and to look for an Oops Sticker if the recycling box/cart was not collected. The Town of LaSalle printed and delivered the buckslips in the tax bill to approximately 15,000 residences.

7 Municipal Hazardous or Special Wastes (MHSW) Program

7.1 MHSW Depots

The EWSWA opened its Windsor MHSW Depot in October 1995. In addition to the Windsor facility, the EWSWA opened a second MHSW Depot at Transfer Station No. 2 in the Town of Kingsville in 1997. A third depot was opened at the Essex-Windsor Regional Landfill in October 2013. These Depots replaced the annual Household Chemical Waste Days held in Essex-Windsor. A total of 528,135 litres and 108,758 kg of MHSW materials were delivered to the sites in 2022. See Table 15 and 16 for details.

7.2 Reuse Centre

A Reuse Centre has been operational at the Windsor MHSW facility since 1995.

Paint is distributed in both 1-gallon and 5-gallon pails for reuse. According to the records, 1,403 residents accessed the Reuse Centre and took 37,829 products or approximately 54,530 kg of paint and miscellaneous materials in 2022 compared to 23,672 products or 33,954 kg of reusable materials in 2021. It is important to note that due to the Covid-19 pandemic, the Reuse Centre was not open for a portion of 2021.

Table 15: Municipal Hazardous or Special Waste for 2022 in litres

Material	MHSW from Facilities	Reuse Centre Quantities	Total
Adhesives/flammable liquids	65,455	10,885	76,340
Aerosols	7,407	988	8,395
Antifreeze (Glycol)	9,599	0	9,599
Corrosive liquid	5,379	1,196	6,575
Inorganic acids	1,715	0	1,715
Paints & Coatings	190,187	37,482	227,669
Pesticides	4,020	459	4,479
Waste oils (used motor oil, hydraulic oil, etc.)	183,488	0	183,488
Cooking oil	9,875	0	9,875
Total MHSW Litres	477,125	51,010	528,135

Table 16: Municipal Hazardous or Special Waste for 2022 in kilograms

Material	MHSW from Facilities	Reuse Centre Quantities	Total
Car batteries	22,281	0	22,281
Dry cell batteries	14,628	0	14,628
Fire extinguishers	2,852	0	2,852
Fluorescents/misc. lamps/ballasts	23,794	0	23,794
Inorganic oxidizers	2,394	3,520	5,914
Mercury (HG items)/lead	47	0	47
Pharmaceuticals	2,054	0	2,054
Plastic used oil containers	14,500	0	14,500
Propane cylinders	3,230	0	3,230
Propane tanks/misc. tanks	17,257	0	17,257
Corrosive solids (e.g. cement)	1,467	0	1,467
Waste oil filters	734	0	734
Total MHSW Kilograms	105,238	3,520	108,758

Table 17: MHSW Diversion Comparison

	2021 Tonnes	2022 Tonnes
MHSW recycled or reused	670	637
MHSW not recycled	(17)	(16)
Total MHSW Diverted	653	621

Note: Examples of MHSW materials not recycled include: inorganic acids, inorganic oxidizers, pharmaceuticals, corrosive liquids, and pesticides.

7.3 Waste Motor Oil

Waste motor oil is collected curbside alongside the residential recycling program. As well, residents are able to deliver waste oil to EWSWA's MHSW facilities. The quantity of waste oil collected during 2022 was 183,488 litres, which is down by 5.1% compared to the 193,375 litres collected in 2021. The quantity of oil collected by month is shown in Table 18 with historical data over four years.

Table 18: Litres Waste Oil collected

Month	2019 Litres	2020 Litres	2021 Litres	2022 Litres
January	8,875	13,825	7,950	9,150
February	6,025	5,925	4,300	4,175
March	11,025	11,425	23,625	14,875
April	20,850	19,125	20,700	12,675
May	17,950	6,750	14,625	18,500
June	20,900	21,625	21,950	24,973
July	20,075	23,825	17,000	18,665
August	18,725	20,475	19,250	17,750
September	17,950	26,700	18,775	19,083
October	15,275	20,900	14,850	17,838
November	14,275	18,900	15,925	17,072
December	11,525	15,175	14,425	8,732
Total:	183,450	204,650	193,375	183,488

Note: Due to contractor change in 2021, the data for 2021 and 2022 accounts for all types of oil collected, both hydraulic and motor.

7.4 Waste Cooking Oil

Used cooking oil is free for residents to drop off at EWSWA MHSW facilities at the City of Windsor Public Drop Off and the Kingsville Transfer Station #2. Sanimax collects the cooking oil which is then filtered and cleaned, and later marketed to be mixed with diesel fuel to create biodiesel. In 2022, the total amount of cooking oil collected at both sites totalled 9,875 kg or 9.875 tonnes.

8 Overall Summary of Residential Diversion Quantities

8.1 Residential Waste Diversion

This table below summarizes the residential waste diversion activities detailed in this report.

Table 19: Residential Waste Diversion Summary

Residential Waste Diversion Summary	2021 Tonnes	2022 Tonnes
Net Marketed Recyclables (Table 4)	20,312	20,123
Other Recycling Programs (Table 10)	6,462	6,314
Yard Waste, BYC & Mulching Blades (Table 14)	28,877	24,377
MHSW Waste including Waste Oil (Table 17)	653	621
Total Residential Tonnes Diverted	56,303	51,435

Due to rounding, the Total Residential Tonnes Diverted does not equate to the sum of tables 4, 10, 14, and 17.

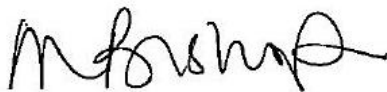
For further information, please contact the undersigned.



Catharine Copot-Nepszy

Manager, Waste Diversion

CCNepszy@ewswa.org



Michelle Bishop

General Manager

MBishop@ewswa.org

Report prepared by:

Carlie Trepanier, Administrative Assistant



Essex County Library Board Regular Meeting Minutes

(also available at www.essexcountylibrary.ca under About the Library)

Wednesday, April 26, 2023

**Civic Centre, Room C, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6**

Mission

Essex County Library welcomes you to a world of discovery, creativity and lifelong learning through accessible resources, programs, and innovative services.

Vision

ECL strives to welcome a diverse community to a warm and inviting space where:

- Knowledgeable staff are sensitive to the needs and aspirations of the community
- Innovative ideas and cutting-edge technology are embraced
- Engaging programs and current comprehensive collections are created
- Creative partnerships encourage social interaction and cultural vitality

Members:

Joe Bachetti, Chair
Tracey Bailey
Sherry Bondy, Vice Chair
Sue Desjarlais
Chris Gibb
Heather Latam
Lauren Segedin

Administration:

Bianca Azzopardi, Administrative Assistant, HR
Adam Craig, Chief Librarian/C.E.O.
Grant Munroe, Manager, Public Services
Manuela Denes, Manager, Community Services

6:00 PM Regular Meeting

1. Land Acknowledgement

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

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

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

2. Recording of Attendance

All members of the Board attended the meeting at the Civic Centre.

3. Approval of the Agenda

23/18

Moved by Ms. Desjarlais

Seconded by Mr. Gibb

That the Agenda be accepted as distributed.

Carried

4. Disclosure of Pecuniary Interest

There was no disclosure of pecuniary interest.

5. Adoption of Regular Meeting Minutes

23/19

Moved by Mr. Gibb

Seconded by Ms. Latam

That the minutes of the March 29, 2023 Regular Meeting of Essex County Library Board be adopted as presented.

Carried

6. Consent Agenda

A) Chief Executive Officer's Report

The Spring membership drive was a success with 270 new library cards issued. ECL plans to facilitate another drive in the Fall.

This month, ECL received its final installment of a monetary grant from the Amherstburg Community Foundation, totaling \$42,000. The most re installment will be used to fund the Fishing Equipment collection program at the Amherstburg branch.

The new location for the Comber branch is ready for service. Administration will begin to prepare for the transfer of materials to the new location. The expectation is that the current Comber branch will be closed for 1 week to transfer the materials. The official opening dates for the new location will be announced soon.

Every Spring, the Ministry of Tourism, Culture and Sport issues the Annual Survey of Public Libraries. This survey collects statistics from public libraries and focuses on key metrics including cardholders, collections, technology, and programs. Management is currently in the process of completing this survey.

Management has begun collecting data to be used for the hours of operation and Open+ report requested by the Board.

Statistics were shared with the board.

23/20

Moved by Ms. Segedin

Seconded by Mr. Gibb

That the Board receive the consent items: Chief Executive Officer's report for information.

Carried

7. Reports

A) Draft 2022 Financial Statement Report

The Draft 2022 Financial Statement report was provided by KPMG. This report confirms that ECL's financial statement is in order and provides an overview of the financial results from 2022. One highlight from this report is that ECL is currently reflecting a surplus of \$373,000 within the salary and wages budget. This surplus of funds will be directed towards capital reserves.

ECL continues to work with the County of Essex Finance Department regarding asset management plans and long-term planning.

23/21

Moved by Ms. Desjarlais

Seconded by Ms. Latam

That the Board receive the Draft 2022 Financial Statement Report for information; and, approve the 2022 Financial Statement as presented.

Carried

B) Programming and Outreach Report

Essex County Library strives to provide the community with a variety of programs and outreach opportunities. Over the years, ECL has had a practice of facilitating in-house programs but is now beginning to collaborate with community partners to provide additional programs and outreach events. A few current initiatives include Decodable Readers and Cognitive Care Kits.

The Cognitive Care Kits were demonstrated to the Board.

23/22

Moved by Ms. Bailey

Seconded by Mr. Gibb

That the Board receive the Programming and Outreach Report for information.

Carried

8. New Business

A) Public Reporting of Closed Meeting

A closed meeting of the Essex County Library Board will be held immediately following this evening's meeting pursuant to Section 16.1 of the *Public Libraries Act*, R.S.O. 1990, as amended to discuss personal matters pertaining to identifiable individuals.

B) Motion

There were no motions.

C) Notice of Motion

There was no notice of motion.

9. Date and Location of Next Meeting

Date: Wednesday, June 28, 2023

Location: Room C, Civic Centre

10. Adjournment

Upon motion of Ms. Segedin and Ms. Desjarlais, the Chair declared the meeting adjourned at 6:30 PM.



Joe Bachetti
Chair – Essex County Library Board



Adam Craig
CEO/Chief Librarian, Essex County Library
Secretary and Treasurer to the Board



Administrative Report

Office of the Manager, Community Services

To: Warden MacDonald and Members of Essex County Council

From: Jeanie Diamond-Francis
Manager, Community Services

Date: Wednesday, July 19, 2023

Subject: Service Agreements with Residential Services Homes

Report #: 2023-0719-LCS-R12-JDF

Purpose

The purpose of this Administrative Report (the "**Report**") is to seek County Council authorization to update Service Agreements with the ten (10) current Residential Services Homes located in the County of Essex and for County Council to adopt the updated Residential Services Homes Program Standards to reflect new language being used by the Ministry of Municipal Affairs and Housing (the "**Ministry**").

Background

On April 1st, 2022, the Ministry announced a new funding platform to replace the Community Homelessness Program Initiative ("**CHPI**") funding, with the Homelessness Prevention Program ("**HPP**"). HPP aims to fund various programs to prevent, reduce and address homelessness.

The new HPP also brought changes to various program names that were previously funded through CHPI. In particular, the "Housing with Supports Program", formerly funded through CHPI, was re-named the "Residential Services Homes Program" and is now funded through the HPP.

In addition, the County's current agreement with the Residential Services Homes currently reference per diem rates that are no longer accurate. County Council previously approved an increase, effective April 1st, 2023, of the per diem rate for individuals supported through the Residential Services Homes to \$60.00 per day.

Discussion

The current Service Agreements with the County's Residential Services Homes providers require updates as it relates to language referring to the program name, the funding platform and the per diem amount. A new Service Agreement template has been drafted to include the following changes (Please see the template appended as Appendix 1 to this Report):

- Program Name: Residential Services Homes Program (previously Housing with Supports Program)
- Funding Source: Homelessness Prevention Program (formerly, CHPI Program)
- Per Diem Rate: \$60.00 per diem (previously, \$55.00 per diem)

Furthermore, the Housing with Supports Program standards that were adopted by County Council on September 19th, 2018, were also amended to reflect the language changes as well. A copy of the new proposed Residential Services Homes Program Standards is attached as appendix 2 to this Report.

Financial Implications

There are no financial implications to this report.

Consultations

David Sundin, County Solicitor

Recommendation

For County Council to provide authorization for the County Clerk and the Warden to sign updated Service Agreements, in substantially the form appended to this Report as Appendix 1, with the ten current (10) Residential Services Homes providers in Essex County.

Further, for County Council to adopt the proposed updated Residential Services Homes Program Standards.

Approvals

Respectfully Submitted,

Jeanie Diamond-Francis

Jeanie Diamond-Francis, Manager, Community Services

Concurred With,

Mary Birch

Mary Birch, BA, CMO, Director of Legislative and Community Services

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
Appendix 1	Residential Services Homes Service Agreement Template
Appendix 2	Residential Services Homes Program Standards

This Agreement made in duplicate this **XXth** day of **XX**, **2023**.

Between:

The Corporation of The County of Essex
Hereinafter called the "**County**"

Of The First Part

- and -

"**NAME OF OWNER**"
Hereinafter called the "**OWNER**"

Of The Second Part

WHEREAS a Residential Services Homes facility is defined as any residence, rest home, retirement home or boarding and lodging home which, for a fee, provides permanent housing, limited support and 24-hour supervision to vulnerable persons with special needs. These facilities are maintained and operated by an individual person or Corporation under an agreement with a municipality;

AND WHEREAS the Owner maintains and operates within the County, such a place of boarding or lodging that qualifies as a Residential Services Homes facility, as defined above, and specifically operates the residence located at municipal address **INSERT ADDRESS** (the "**Residence**");

AND WHEREAS the County and the Owner have agreed that if the Owner provides care to certain persons approved by the County, the County will, subject to the terms and conditions of this Agreement, make certain payments to the Owner;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained herein, the Parties

enter into this Agreement and covenant and agree one with the other as follows:

Residential Services Homes Program

1. The Owner expressly acknowledges, agrees, and understands that funding for the Residential Services Homes Program (the "**Program**") is provided by the Ministry of Municipal Affairs and Housing (the "**Ministry**") through funding from the Homelessness Prevention Program ("**HPP**").
2. The Owner agrees to comply with any and all guidelines and reporting requirements that may be imposed by the County and/or the Ministry with respect to the funding provided through HPP, and which requirements may be amended from time to time at the sole discretion of the County and/or the Ministry.
3. The Owner hereby agrees to provide care to any person that has been approved by the County on whose behalf the subsidized portion of the payment for the care is made by the County under Paragraph 4 of this Agreement, immediately below.
4. For each person the County approves for the provision of care under the Program by the Owner, the County agrees to pay the Owner the current per diem rate of \$60.00, or such other lesser or greater amount as may be approved by the Corporation of the City of Windsor, as the

provincially designated Consolidated Municipal Service Manager for housing and homelessness in the City of Windsor and County of Essex.

5. Notwithstanding the provision related to the per diem payment by the County referenced in Paragraph 4 of this Agreement, immediately above, the Owner expressly acknowledges and agrees that the payment of the per diem rate by the County will be less any rent or other payment from the person receiving care at the Residence to the Owner directly.
6. The Owner hereby expressly acknowledges and agrees that it shall not attempt to invoice the County for payment of the per diem rate for any person receiving care at the Residence unless and until (a) the Owner has submitted a fully completed intake package to the County and (b) the County has provided an approval letter to the Owner with respect to the person receiving care at the Residence.
7. In the event any person placed under the care of the Owner is admitted to hospital, is otherwise absent from the Residence for any reason, is in need of more than custodial care, or for whom custodial care is no longer adequate or required, the Owner shall notify the County Representative within 24 hours thereof.
8. It is understood and agreed by the Owner that notwithstanding the terms of this Agreement, the County

is under no obligation to place any person under the care of the Owner at any time and that the placement or removal of such person is at the sole discretion of the County. The Owner hereby releases the County from any and all liability claims and damages for failure to assign or remove any person to or from the care of the Owner for any reason whatsoever.

9. The Owner shall comply with all police, fire, building, accessibility and sanitary regulations and by-laws, laws and lawful orders and regulations imposed by any municipal, provincial or federal authority, and with the rules and regulations that may be imposed from time to time by the County Representative. Without limiting the generality of the foregoing, the Owner hereby agrees to:
 - a) grant access to the Owner's premises and to all records at all reasonable times by any person authorized by the County Representative, and submit monthly accounts to the Community Services Department of the County not later than the 5th day of each month, which accounts shall contain such information as are required by the County Representative, and as may be amended by the County, in its sole and absolute discretion, from time to time;

- b) forward to the County any records or other information requested by the County to verify the Owner's claim for payment under this Agreement;
 - c) provide the quality of care and comply with the rules and regulations set forth in **The Corporation of the County of Essex Residential Services Homes Program Standards** (the "**Program Standards**"), attached as Appendix "A" to this Agreement, and as may be amended by the County from time to time, in its sole and absolute discretion; and
 - d) Notwithstanding the Owner's obligations to comply with the Program Standards, the County agrees that due to the specific nature of the Owner's program at the Residence, the Owner may be exempt from standard(s) within the Program Standards that the Parties have now, or may at a future date, jointly agree to be non-applicable to the Owner.
10. Should the Owner, in the sole opinion of the County, fail to comply with any of the rules and regulations set forth in the Program Standards, the County shall notify the Owner in writing of the deficiencies (the "**Deficiency Notice**") and the time period in which the deficiencies are to be corrected.
11. The Owner shall, forthwith, in response to a Deficiency Notice, provide a written response outlining the Owner's

action plan to remedy the deficiencies (the "**Action Plan**") in accordance with the deadline provided in the County's Deficiency Notice.

12. The Action Plan will not be accepted by the County unless the Action Plan is (a) acceptable to the County in its sole and absolute discretion and (b) addresses the deficiencies identified in the Deficiency Notice in accordance with the deadline required by the County.
13. Failure to provide an acceptable Action Plan and correct the deficiencies within the time set forth in the Deficiency Notice may result in the termination of this Agreement and in the removal from the Residence of any or all persons assigned thereto by the County, which decision is in the sole and absolute discretion of the County.

Indemnity and Insurance

14. The Owner hereby covenants and agrees to indemnify and save harmless the County of and from all manner of liabilities, actions, claims, demands and costs arising at law or in equity from or in any manner in connection with this Agreement and out of the operation of the Residence by the Owner.
15. The Owner covenants and agrees to provide and maintain public liability and property damage insurance as set forth in the Program Standards, which requirements may be amended by the County from time to time in its sole and absolute discretion.

Term of Agreement

16. This Agreement shall be effective from the XX day of MONTH, 2023, and shall remain in effect until one or more of the following events occur:

a) thirty days' notice of termination is given in writing by either party to the other, which notice shall be given by either, or any combination of, prepaid registered mail, hand delivery, and/or email to the Parties as follows:

(1) The Corporation of the County of Essex
360 Fairview Avenue West
Suite 202
Essex, Ontario N8M 1Y6
Attention: County Clerk
(E) mbirch@countyofessex.ca

(2) Name of Owner
Address of Owner
Email of Owner

b) the Owner has failed to comply with any of the terms and conditions of this Agreement, including the rules and regulations contained in the Program Standards;
or

c) the Owner has failed to comply with any work order issued by the building department of the municipality in which the Residence is situated in accordance with the terms and conditions of the said work order.

General

17. The Parties hereto acknowledge and agree that the rules and regulations contained in the Program Standards, attached hereto as Appendix "A", and as amended from time to time, form a part of this Agreement.
18. The County shall advise the Owner in writing within 30 days of any amendment to the Program Standards.
19. Should any term of this Agreement be found to be invalid for any reason, the Parties expressly agree that the balance of the Agreement, less the invalid term, shall continue to operate in full force and effect.
20. This Agreement shall not be assigned in whole or in part by the Owner without the written consent of County, which consent may be arbitrarily refused.
21. This Agreement shall inure to the benefit of and be binding upon the heirs, estate trustees, successors and authorized assigns of the Parties hereto.

IN WITNESS WHEREOF the Owner and the County have electronically executed this Agreement by its duly authorized signing officers.

Corporation of the County of Essex

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Signed, Sealed and Delivered
In the presence of

OWNER

Witness

Owner (Signature)
XXXX

Please Print Name

Residential Services Homes Program Standards

Reviewed and Adopted July 19th, 2023

Table of Contents

RESIDENTIAL SERVICES HOMES.....ERROR! BOOKMARK NOT DEFINED.

PROGRAM STANDARDS 1

PROPOSED FOR ADOPTION SEPTEMBER 19, 2018	1
1.0 BACKGROUND	4
1.1 Program Goals and Principles.....	5
1.2 Roles and Responsibilities.....	6
2.0 ELIGIBILITY	8
2.1 Eligibility Criteria.....	8
2.2 Intake Process.....	9
2.3 Discharge Process	9
3.0 STAFFING.....	10
3.1 Staff/Volunteer Qualifications	10
3.2 Staffing and Supervision	11
3.3 Staffing Levels.....	11
3.4 Staff/Volunteer Training.....	11
3.5 Staff/Volunteer Conduct.....	12
4.0 INSURANCE AND MONITORING	13
4.1 Insurance	13
4.2 Monitoring.....	15
4.3 Inspection	15
5.0 CONFLICT RESOLUTION, COMPLAINTS PROCESS AND REPORTING	16
5.1 Conflict Resolution/Complaints	16
5.2 Whistleblowing.....	17
5.3 Reporting of Serious Occurrences	17
6.0 RIGHTS AND RESPONSIBILITIES	17
6.1 House Rules/Rights & Responsibilities.....	17
6.2 French Language Services.....	18
6.3 Retirement Homes Act, 2010.....	18
6.4 Resident Absence.....	18
6.5 Tenancy Agreements	19
6.6 Confidentiality, Privacy Acts, and Codes of Conduct.....	19
6.7 Privacy	20
6.8 Resident / Medical Files	20
7.0 PHYSICAL HEALTH AND WELL-BEING OF TENANTS.....	22
7.1 Zero Tolerance of Abuse and Neglect	22
7.2 Accessibility.....	22
7.3 Emergency Evacuation	23
7.4 Lighting and Ventilation	24
7.5 Physical Safety	24
7.6 Telephones.....	25
7.7 Bedrooms.....	25
7.8 Bedrooms/Personal Use	26
7.9 Bathrooms/Washrooms	26
7.10 Water	27
7.11 Heating/Cooling.....	27
7.12 Elevators	28
7.13 Garbage	28
7.14 Kitchens.....	28
7.15 Common Areas/Dining Room	28

7.16	<i>Pets</i>	29
7.17	<i>Furnishings</i>	30
7.18	<i>Linens</i>	30
7.19	<i>Meals/Nutrition</i>	30
7.20	<i>Menus</i>	31
7.21	<i>Medical/Medication Management/Drug Storage</i>	32
8.0	PROVISION OF, OR ACCESS TO, ACTIVITIES AND SUPPORT SERVICES	33
8.1	<i>Activities of Daily Living</i>	33
8.2	<i>Care Plan</i>	34
8.3	<i>Resident Well-being</i>	34
8.4	<i>Home Entertainment</i>	34
8.5	<i>House Meetings</i>	35
8.6	<i>Transportation</i>	35
8.7	<i>Clothing</i>	35
9.0	PERSONAL NEEDS ALLOWANCE	35
9.1	<i>Monthly Personal Needs Allowance – Process</i>	35
9.2	<i>Monthly Personal Needs Allowance – Management</i>	36
9.3	<i>Money Management System</i>	36
10.0	GLOSSARY	37

1.0 Background

In January 2013, the Domiciliary Hostel program moved from being administered by the Ministry of Community and Social Services (MCSS) to the "Housing with Supports" program administered by the Ministry of Municipal Affairs and Housing (MMAH), succeeded by the Ministry of Housing Ontario (MHO). This was a result of the Provincial government's efforts to consolidate housing and homelessness programs and give municipalities more flexibility to meet local needs by collapsing five funding streams into one funding envelope called the Community Homelessness Prevention Initiative (CHPI). In April 2022, the Provincial government changed the name of the program to Residential Services Homes and the funding envelope was renamed "Homelessness Prevention Program" (HPP).

As the Service System Manager (SSM) for homelessness, the City of Windsor along with the Corporation of the County of Essex (hereinafter called "the Corporation") enters into service agreements with Residential Services Homes (hereinafter called "Homes") to provide permanent housing with supports to vulnerable adults.

It is the objective of the Residential Services Homes program to provide:

- A residential living environment that is safe and supportive for all residents
- A person focused environment where residents are supported in a manner that meets individual needs (i.e. residents have access to a range of structured and unstructured programs)
- Permanent housing as long as it continues to meet the resident's needs

In 2007/08 under MCSS direction, the Domiciliary Hostel Standards were implemented consisting, of 40 Standards under 3 categories:

- Program Administration
- Hostel Operations
- Hostel Supports

Since April 2015, Service System Managers who use HPP funding for the Residential Services Homes program have been required to comply with 8 categories of standards and accountability measures developed by MHO:

- 1) Eligibility
- 2) Staffing
- 3) Insurance and Monitoring
- 4) Conflict Resolution, Complaints Process and Reporting
- 5) Rights and Responsibilities
- 6) Physical Safety, Health and Well-Being of Tenants
- 7) Provision of, or Access to Activities and Support Services
- 8) Monthly Allowance for Personal Use

In addition to these 8 categories of Standards, the Homes are also governed by the following:

- By-laws for each municipality which can be amended from time to time
- In City of Windsor: Schedule L1 By-Law 395-2004
- Service Agreements with the Corporation

At least once a year, reviews are conducted by Residential Services Homes Program staff to ensure Homes are in compliance.

1.1 Program Goals and Principles

The Corporation supports the following goals for the Residential Services Homes Program:

- Individual residents obtain a quality of life that supports healthy, safe living;
- All residents receive appropriate, quality care;
- 'In-house' supports and services are coordinated with community-based health and social services to ensure that residents receive the services they require;
- The individual circumstances of residents are respected;
- The Residential Services Homes Program is accountable to the individual, community and government.

These goals have regard for the following administrative and service delivery principles:

- Government, community and individuals have a shared responsibility for the housing of vulnerable adults living in their community;
- Residential Services Homes tenancies are intended to be permanent insofar as it continues to meet the residents' care needs;
- As the Program Manager, the Corporation has the authority to purchase Residential Services Homes Program services that best meet the community's needs;
- Funding for the Residential Services Homes Program is used for the purposes intended.

1.2 Roles and Responsibilities

The roles and responsibilities of the Ministry are:

- To sign a service contract with the Consolidated Municipal Service Managers (CMSM) for the funding and delivery of the program;
- To collect and evaluate quarterly reports;
- To monitor provincial performance targets;
- To ensure financial accountability;
- To conduct compliance reviews of the Corporation.

The provincially mandated roles and responsibilities of the Corporation are:

- To manage the Residential Services Homes Program;
- To enter into funding agreements with Residential Services Homes Operators;
- To review and/or verify the service level and financial information provided by operators and approve payments;
- To set service standards.

In addition, the Corporation has assumed the following roles and responsibilities:

- To monitor and enforce compliance with funding agreements and standards;
- To investigate complaints and take remedial action where required;
- To establish serious occurrence reporting requirements;
- To verify that all operators have obtained adequate insurance coverage;
- To verify that annual inspections have been completed;
- To verify that beds are appropriately occupied;
- To further ensure that tenants who require mandatory and discretionary assistance, access all avenues of funding prior to receipt of discretionary municipal funding, i.e. OW, ODSP, Trillium, ADP;
- To determine financial eligibility of potential residents;
- To monitor financial eligibility of residents accepted for tenancy.

The roles and responsibilities of Residential Services Home operators are:

- To provide housing and services to residents in accordance with the funding agreement and standards;
- To receive requests and referrals for placement;
- To determine personal suitability of potential residents;
- To accept residents and to enter into Tenancy Agreements with residents;
- To monitor individual suitability of residents accepted for tenancy;
- To link with appropriate community-based programs and services;

- To issue the Personal Needs Allowance to residents, if necessary;
- To report serious occurrences to the Corporation and cooperate fully with any follow-up which is required;
- To take remedial action regarding complaints as quickly and effectively as possible;
- To provide the Corporation with all necessary financial information;
- To cooperate with and report to the Corporation for the purposes of carrying out the Corporation's obligations with regard to the Residential Services Homes Program.

2.0 Eligibility

2.1 Eligibility Criteria

The Corporation maintains the right to approve or deny assistance at the initial application. All applicants must be 18 years of age or older. Assistance will be denied if, in the opinion of the Community Services Manager, the applicant fails to meet the requirements for eligibility as identified below.

There are 4 primary factors for determining and approving eligibility for subsidy for placement in Residential Services Homes.

- Medical Need – Medical form completed with a recommendation from an approved Health Care provider that indicates that the individual requires supervision in activities of daily living.
- The individual is not eligible for Long-Term Care.
- Financial Need – Individual is in receipt of Ontario Works (OW), Ontario Disability Support Program (ODSP) or has another source of income (i.e. Canada Pension Plan) which is less than the cost of care plus the Monthly Allowance (as calculated using the per diem rate payable and the amount of the Monthly Allowance); and the individual's liquid assets do not exceed the OW/ODSP asset limits, excluding life insurance and prepaid funeral and burial.

Note: OW/ODSP recipients may be permitted increased asset limits and exemptions under ODSP legislation.

* Adults over the age of 65 are to contact the Residential Services Homes Program for appropriate asset limits.

- Appropriateness of Placement – Without limiting the generality of the foregoing, assistance will be denied or cancelled if in the opinion of the Corporation, the applicant's residency and nature of their illness will adversely affect the comfort and well-being of other residents or other more suitable accommodations are available to the applicant.

2.2 Intake Process

Applicants in need of Residential Services Homes Program subsidy must contact the Corporation's Community Services office to request an application to determine eligibility and availability of subsidized assistance. Applicants without a source of income, applying for Residential Services Homes program subsidy shall be referred to Ontario Works for an OW application. The Corporation is not financially responsible for any admission of residents into the home without prior approval.

The Service Provider shall complete an initial Resident Care Plan for each resident in the Home. The Care Plan is completed upon admission and every 6 months at minimum or earlier if the resident presents a significant change. The Care Plan must be updated to reflect their current needs. Where imminent risk factors are present, the Service Provider will complete a care plan and/or risk management plan prior to the admission.

The Service Provider shall familiarize each new resident to the fire drill plan and emergency evacuation procedures upon admission to the home.

2.3 Discharge Process

When a subsidized resident ends their tenancy at a Home, the Service Provider shall ensure the following information is provided:

- Resident's medications are gathered, ensuring each medication is labeled with instructions and pharmacy contact information, as far as their care plan and capacity allow;
- Resident's belongings are accessible to remove from the Home and take with them; belongings are to be kept for ten days.

- A tax receipt is provided to the resident for the current year. For example, a resident leaving March 31, 2017 will receive a tax receipt for rent from January 1, 2017 to March 31, 2017;
- If kept on file with resident consent, a copy of the previous year Notice of Assessment would be given to the resident;
- Monies in a bank account or held as cash by the Service Provider on behalf of a resident will be given to the resident, having the resident sign off as received;
- Resident's incontinent supply products are provided to the resident;
- When possible, a forwarding address should be kept on file for the purpose of mail that comes in after the move date;
- Contact information for their trustee, Assertive Community Treatment (ACT), Canadian Mental Health Association (CMHA), Social Worker (S/W) etc.

3.0 Staffing

3.1 Staff/Volunteer Qualifications

The Service Provider shall hire staff and recruit volunteers with the applicable qualifications, experience and ability to work with vulnerable individuals and shall obtain an acceptable vulnerable sector police check from each staff member and volunteer prior to the commencement of their duties.

Every Service Provider shall ensure that any person providing direct care to residents in a Home shall:

- a) be 18 years of age or over;
- b) have an appropriate level of education/experience in working with vulnerable adults
- c) be legally eligible to work in Canada
- d) provide proof of having a test for tuberculosis prior to commencing employment.

Every Service Provider shall ensure that written job descriptions describing responsibilities and scope of function are available for all staff and volunteer positions and that staff and volunteer are trained according to their described job duties.

3.2 Staffing and Supervision

The Service Provider shall ensure that facility staff and volunteers are supervised and shall ensure that staff and volunteers are capable of communicating clearly and effectively with residents, sustaining the emotional demands of their work, and providing safe and adequate services as set out in these Standards.

The Service Provider shall ensure that staff is scheduled to provide 24 hour supervision, care and security of residents.

As per the following Staffing Levels section, in addition, the Service Provider must maintain minimum staffing ratios that are supported by the Fire Code.

3.3 Staffing Levels

Sufficient qualified staff shall be on duty to assure the safety of the residents and to adequately meet the residents' needs. The staffing ratio may vary according to the needs and acuity of the residents. The Corporation expects that each Service Provider will schedule additional staffing where they have residents with elevated risks and complex needs. The minimum ratio of direct care staff to residents is 1:20. The Corporation recognizes the diversity of the clients served in each home, therefore, the Service Provider may propose an alternative staffing plan for the evening and overnight shifts to be approved by the Corporation. Staff on duty must be awake at all times.

A working alone policy shall be developed if staff are working alone at any given time.

3.4 Staff/Volunteer Training

The Service Provider shall ensure there is a documented process to orient and train staff and volunteers upon the commencement of employment in the Home, and at regular intervals throughout their service. Position specific training may include but not be limited to: Workplace Hazardous Material Information System (WHMIS), Administering Medication Certificate, First Aid and CPR, Safe Food Handling Certificate, Fire Evacuation Plan, training in Universal precautions, personal safety for staff and residents which include a ban on weapons, training on communicable disease control) and occupational exposure to blood and bodily fluids. Staff must be trained on

emergency procedures in the event of power outages, fire, periods of extreme cold/heat.

The Service Provider must maintain satisfactory training records, including documentation of training materials and proof of staff attendance.

Best practice may include opportunities to participate in additional workshops or seminars on topics relevant to their duties and needs of residents in Home not limited to, understanding mental illness, non-violent crisis intervention, advocacy issues, community resources and related issues.

3.5 Staff/Volunteer Conduct

The Service Provider shall establish a code of conduct for staff and volunteers outlining professional behaviour towards residents. All staff will receive training on the code of conduct upon commencing employment at the Home and reviewed annually. Staff is expected to maintain a professional relationship with residents. Staff shall not conduct a physical search of any kind on a resident's person. Staff must consult with the police when there is reasonable suspicion of an illegal or dangerous situations. The code of conduct will be posted in a common room within the Home.

At a minimum, the code of conduct/ethics must include the following ideals:

- 1) We will maintain the highest standards of integrity in all of our dealings with residents, families, employees and suppliers.
- 2) We will deal honestly, openly and fairly with our residents and their families.
- 3) We will uphold the principle of appropriate and adequate compensation for the services provided.
- 4) We will provide adequate, safe and pleasant facilities and serve our residents to the best of our ability, having regard for the total physical, emotional and spiritual needs of our residents.
- 5) We respect the rights of our residents as individuals.
- 6) We will employ qualified staff with good moral character and satisfactory experience, competency and compassion.

- 7) We will further ensure that at all times; our staff is courteous and respects the dignity of our residents, their relatives and the general public.
- 8) We will comply with relevant municipal and provincial regulations governing our industry and work toward improvement in regulations to ensure the best interests and well-being of our residents.
- 9) We will avoid all conduct or practice likely to discredit our Home or the Corporation's Residential Services Homes program.
- 10) We will provide an atmosphere of dignity and respect in our Home and provide services in a non-judgmental manner.
- 11) We will ensure that all residents should be recognized as being at different places on their life path, requiring different levels of assistance and support from the Residential Services Homes program and other services within the community.
- 12) We will recognize that staff often has access to confidential information about residents. Protecting the privacy and confidentiality of residents and their personal information should be of the utmost importance.

4.0 Insurance and Monitoring

4.1 Insurance

The Service Provider shall obtain and maintain in full force and effect, general liability insurance coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. Such policy shall:

- Be issued in the name of the Service Provider
- Have inclusive limits of not less than 5 million (\$5,000,000) for the Corporation of the County of Essex, against bodily injury and property damage resulting from any one occurrence in respect of and during the provision of the Residential Services Homes program

- Contain a clause including liability arising out of the provision of the Residential Services Homes program
- Contain a cross liability clause certifying that the Corporation has been included as an additional insured
- Be in a form satisfactory to the Corporation.

The Service Provider shall obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the Residential Services Homes Program or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the Residential Services Homes Program, including passenger hazard in the amount of five million dollars (\$5,000,000) for the Corporation of County of Essex.

A certificate of insurance must be produced at the time the Service Provider enters into an agreement with the Corporation, annually upon inspection, and each time the insurance is updated.

In addition the Corporation service providers shall:

- Include under the definition of insured, any volunteer worker of any Insured or Additional Insured, while performing their duties for, or in association with the Named insured; and
- An endorsement to the effect that the policy or policies will not be altered, cancelled or allowed to lapse without Thirty (30) days advance notice to the Corporation;
- The policy shall contain the following endorsement:
- "It is hereby understood and agreed that this policy shall insure each Insured in the same manner and to the same extent as if separate policies had been issued to each, and shall apply with respect to any action brought against any one Insured by the other Insured or by any employee of such other Insured; provided however, that the Insurer's total liability in respect to each or all of the Insured in no event exceed the limits of liability stated in the Declarations."

4.2 Monitoring

The Service Provider agrees to provide Residential Services to residents in compliance with the service agreement with the Corporation. In signing the service agreement, the Service Provider, also undertakes to comply with the Residential Services Homes Program Standards which may be amended from time to time and form part of the service agreement.

At least once a year and more often if deemed appropriate, full site reviews are conducted by Residential Services Homes program staff to ensure Homes are in compliance with the Residential Services Homes Program Standards. In addition, complaint follow-up monitoring will be performed. Residential Services Homes program staff will make unannounced visits regularly to the Home throughout the year. Photographs may be taken regularly and kept on file.

Upon completion of the yearly inspection, the Service Provider will receive a letter outlining compliance results and indicate where improvement is required including timelines to meet those expectations. Residential Services Homes program staff will follow-up with the Service Provider to ensure timelines are met. Should there be outstanding compliance issues, a meeting will be scheduled with the Service Provider, Residential Services Homes program staff and the Community Services Manager to discuss a plan to ensure compliance with standards.

4.3 Inspection

The Service Provider shall ensure that:

- Annual inspections are completed by public health officials and fire officials.
- Heating equipment and chimneys are inspected between June and September to ensure that they are safe and in good repair
- Fire extinguishers, hose and standpipe equipment by in-house staff monthly and annually by a qualified fire equipment supplier to test and monitor the equipment.

The Service Provider shall have in place an appropriate maintenance program for pest control.

The Service Provider shall ensure that copies of the above inspection reports are sent to the Corporation's Residential Services Homes program staff for

their review and will be kept in the Corporation's Residential Services Homes Program files.

5.0 Conflict Resolution, Complaints Process and Reporting

5.1 Conflict Resolution/Complaints

The Service Provider shall ensure that procedures are in place to manage conflict within the home, regarding staff/volunteers, other residents, visitors or the operation of the home itself. The procedure will include a process to respond to concerns and suggestions in an informal but effective manner.

The Service Provider will ensure the following:

- Residents are informed of their rights to report a complaint directly to the Corporation;
- Residents have access to a phone and the telephone number of Residential Services Homes program staff to report a complaint;
- Residents are to be protected against eviction and/or unfair treatment following reporting of a complaint;
- Policies and procedures are in place to manage written complaints regarding the facility and its' services and to respond to requests or suggestions made by a resident or a resident's representative;
- An appropriate response is issued in a timely fashion for all written requests, suggestions and complaints;
- Confidentiality is respected at all times;

Records of written requests, suggestions and complaints shall be kept and include the date received, the feedback and the date it was provided to the complainant, the actions taken to resolve the issues and the follow-up required.

The Service Provider shall ensure that risk management procedures are in place during the admission process, to address escalating behaviors on an ongoing basis and to address imminent risk to staff and other residents.

5.2 Whistleblowing

The Service Provider and/or residents shall not retaliate or threaten to retaliate in any way against anyone who reports or discloses information to the Service Provider or to the Corporation. Furthermore, the Service Provider and its staff members must not discourage a person from disclosing information to the Corporation.

5.3 Reporting of Serious Occurrences

The Service Provider shall record and report all serious occurrences in the Home such as accidents, injuries, alleged abuse or abuse of residents or staff, medication error, police intervention, criminal offence, physical assault, sexual assault/allegation, all 911 calls, death, suicide attempt, outbreak (bed bug, illness), communicable disease, violence or serious threat of violence, major property damage (fire/flood), a resident at serious risk, and when a resident's whereabouts are unknown for 24 hrs or more, etc. Serious Occurrence Reports are kept at the Home and a legible copy is sent to the Corporation within 24 hours of the occurrence or if on the weekend or a holiday, on the next business day.

Service Providers receiving notification from regulatory bodies such as the Ministry of Labour, Board of Health, Retirement Homes Regulatory Authority, etc. that they have received complaints and/or are conducting an investigation related to their Home, shall report the notification to the Corporation's Residential Services Homes program staff within 24 hours of the notification or on the first business day following a weekend or holiday. Copies of all documentation related to the complaint/investigation shall be provided to the Corporation as soon as possible.

6.0 Rights and Responsibilities

6.1 House Rules/Rights & Responsibilities

The Service Provider, with input from residents, shall ensure that house rules are established. These rules will include, but not be limited to, the residents' rights and responsibilities as per the Residential Tenancies Act. The Service Provider shall provide a copy of the rules to each resident upon intake and shall post house rules in a location that is accessible to residents and staff. House rules will be reviewed by staff and residents on a regular basis and revised as appropriate.

Residents have the right to be represented by a substitute decision maker, should they so choose.

The Service Provider shall ensure that staff do not enter a resident's bedroom/bathroom without first knocking and asking permission to enter unless there is an emergency where the resident (or other residents) safety is in question.

The Service Provider shall hold regular resident house meetings to discuss the operation of the home, to plan menus, house events, etc.

The Home shall be accessible to residents on a 24 hour basis. The Service Provider shall also ensure that policies exist to allow reasonable access of residents' guests into the home.

Residents shall observe home rules and common courtesies regarding guests and late night access to the facility.

The Service Provider shall allow residents 24 hour access to a washroom, communal area, smoking areas and their bedroom.

Where it is in the best interest of the resident to receive support and/or assistance with their personal care or activities of daily living from an external third party, the Service Provider shall cooperate fully in ensuring that such support and/or assistance is made available.

6.2 French Language Services

All Service Providers, as a HPP funding requirement, must also provide French language services as requested. Each Service Provider must annually submit their plan to comply with French language services i.e.: signage, correspondence, telephone service and printed materials.

6.3 Retirement Homes Act, 2010

All Residential Services Homes facilities that also meet the definition of "Retirement Home" in the Act are expected to obtain a license and comply with legislation under the Retirement Homes Act, 2010. These homes may be partially legislated through the Retirement Homes Act, but must also comply with the Residential Services Homes Program standards.

6.4 Resident Absence

The Service Provider shall notify the Corporation within 24 hours or on the next business day of each resident who has been discharged, admitted to hospital, or is otherwise absent for any reason.

Every Service Provider shall maintain a register in which is recorded the time and date of departure from and return to the home of each resident,

provided that no person shall be forced to sign said register on entering or leaving the premises.

The Corporation will pay Service Providers for overnight absences to a maximum of 14 bed holding days per resident within each calendar year. As a result of hospitalization, up to an additional 14 days of absences may be covered. Discretion may be used for individuals hospitalized for physical health and mental health reasons.

6.5 Tenancy Agreements

The Service Provider shall enter into a written tenancy agreement with each subsidized individual who is admitted as a resident. The agreement shall be signed by the resident, retained in the resident's records and a copy provided to the resident as per the Residential Tenancies Act.

Upon admission, with each tenancy agreement, the Service Provider shall provide the resident with the Care Home Information Package.

6.6 Confidentiality, Privacy Acts, and Codes of Conduct

The Service Provider, its directors, officers, employees, agents and volunteers shall ensure that residents' confidentiality is protected at all times. Any release of residents' information can only be disclosed with the signed consent of the resident.

Resident files maintained by Service Providers shall be made available to the Corporation staff for review.

The Corporation values diversity and the importance of upholding this value in the delivery of human services. All Service Providers are expected to comply with Ontario's Human Rights Code, which prohibits discriminatory practices because of race, ancestry, place or origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partnership status, family status, receipt of public assistance or disability.

The Corporation expects all Service Providers to have a written Human Rights policy that is used to orient staff/volunteers and notify residents of this right, which may also be posted in the facility.

The Service Provider shall have an appropriate social media policy that applies to all staff and volunteers.

Staff must conduct themselves in a professional manner to ensure confidentiality is maintained.

Service Providers shall disclose personal health information to Residential Services Homes program staff conducting an audit for purposes of verifying resident eligibility for services.

The Personal Health Information Protection Act (PHIPA) shall govern the Service Provider's collection, use and disclosure of all information.

The Service Provider shall allow a resident the right to request access to all or part of their record. A written notice may also be forwarded to the Corporation, requesting access to the file of a resident who is subsidized through the Corporation.

Resident complaints about possible violations of the Personal Health Information Protection Act (PHIPA), as well as the investigation process and procedures shall be documented.

6.7 Privacy

The privacy of residents shall be respected at all times. Bedroom, unit and bathroom doors must be lockable from the inside, and the Service Provider must have an access key to each room for use in an emergency situation and/or for cleaning. Residents shall be provided a key to their bedroom upon request. Additional replacement keys will be provided with a possible cost to the resident.

The general rules about a resident's right to privacy as outlined in the Residential Tenancies Act apply to all care homes including Residential Services Homes.

All staff must knock before entering a bedroom/bathroom.

The Service Provider shall ensure that all mail received and sent by residents is unopened. The Service Provider shall ensure that all residents have the right to open their mail in private.

The Service Provider shall make every effort to provide a private space, when requested by the resident, for private telephone calls or private visits with lawyers, doctors, advocates, friends or family. All meetings between Corporation staff and residents are to be held in private, unless a staff member of the Residential Services facility is invited to attend.

6.8 Resident / Medical Files

All resident files will be maintained by the Service Provider and are to be kept up to date in a secure, confidential place including appropriate back up for computerized files, with the following information:

- Resident's name, age, date of birth, and gender (if individual chooses to identify)
- Date of admission
- Confidentiality /Consent form
- Immediate previous place of residence
- Copy of Tenancy Agreement and Care Home information package
- Copy of house rules signed/dated by resident
- Name, address and telephone number of attending personal physician, Nurse Practitioner, if any
- Current Medical Form (completed annually)
- Mobility requirements/restrictions (if appropriate)
- Relevant medical history and current medication, known allergies, special dietary requirements and immunization, if applicable
- Health Card number with current version code
- Financial information (Trustee/Power of Attorney)
- Copy of Medical Power of Attorney, if any
- Log of illnesses clearly documented in resident files
- Dates when resident is seen by health care provider and the name of the provider
- Dates of any admission to hospital
- Dates of resident's leave and return (overnight, week-end, vacation, etc.)
- Date of discharge
- Name, address, and telephone number of next of kin/trustee/power of attorney, emergency contact who can be contacted in the event of sickness or an emergency

- Emergency safety information (i.e. requirements for assistance to evacuate in a fire)
- Names of community agencies and advocates involved with residents (Family Service Windsor (FSW), ACT, CMHA)
- Staff notes pertaining to participation in in-house or community activities, changes in residents' condition, care provided, etc.
- Unusual or serious occurrence reports
- Risk Management Plan if applicable
- Correspondence sent to/from the Service Provider pertaining to the resident
- Resident Care Plan completed every 6 months or sooner

Changes to resident files such as asset levels, next of kin, inheritance, trusteeship shall be reported to Residential Services Homes program staff within 24 hours or on the next business day.

7.0 Physical Health and Well-being of Tenants

7.1 Zero Tolerance of Abuse and Neglect

The Service Provider is committed to providing the highest level of quality care, which encompasses the dignity, respect and rights of its residents. A resident will be free from abuse or neglect by staff, volunteers, visitors and other residents.

The Service Provider shall ensure that residents are not subjected to emotional, physical, or sexual violence/abuse and/or threats of emotional, physical, or sexual violence/abuse, including bullying.

The Service Provider shall develop policies and procedures to ensure residents may safely report any violence and/or abuse, including threats of violence and/or abuse.

7.2 Accessibility

The Service Provider shall ensure the Accessibility for Ontarians with Disabilities Act is followed.

The Service Provider shall provide a residential living environment which promotes and enhances the quality of life for residents and which complies with all relevant health and safety standards.

The Service Provider shall not admit a person dependent on a wheelchair, walker or scooter unless the facility is accessible to the mobility aid.

The Service Provider shall ensure that residents physical disability or functional limitation (i.e.: vision or hearing loss) be fully accommodated.

7.3 Emergency Evacuation

The Service Provider shall establish policies and procedures to protect the safety of residents and staff in emergency situations (i.e. power outages, fires, and periods of extreme cold or heat). All staff and residents must participate in an evacuation fire drill and be trained on emergency procedures.

The Service Provider shall ensure that an annual review of safety and emergency procedures is completed.

The Service Provider shall ensure that an emergency evacuation is prepared, approved and implemented in accordance with the Ontario Fire Code, and all emergency plans reviewed annually and provided to the Corporation.

The Service Provider shall ensure that procedures for monthly fire drills are in place and that a log is maintained outlining same and that a full evacuation fire drill take place annually.

The Service Provider shall maintain an emergency evacuation binder or Universal Serial Bus (USB) including: resident name, resident picture, meds, next of kin contact info, and personal physician.

The Service Provider shall ensure that emergency evacuation procedures are posted in a visible place within a common area.

The Service Provider shall ensure that all staff are trained and participated in emergency evacuation of the facility and in the use of fire extinguishers. All residents are informed of the evacuation plan when they become a resident or as soon thereafter as is practical.

The Service Provider shall ensure that emergency phone numbers, police, fire department and ambulance are posted near every telephone.

7.4 Lighting and Ventilation

The Service Provider shall ensure that the levels of illumination required under the Ontario Building Code and the Ontario Fire Code are maintained during all hours of operation.

The Service Provider shall ensure that all lighting equipment provides illumination for the use of all indoor and outdoor spaces, including all hallways, stairways, landings, ramps and at all entrances and exits (including the exterior of the front and back doors) to ensure the safety of residents, staff, volunteers and visitors.

The Service Provider shall ensure that every room is ventilated by natural or mechanical means and is designed and installed in accordance with the Ontario Building Code so as to remove excess heat, humidity and odors.

The Service Provider shall ensure that all operable windows have an attached screen in proper working order and appropriate window coverings to provide privacy.

The Service Provider shall ensure that all smoking areas are in compliance with the Smoke Free Ontario Act, 2017.

7.5 Physical Safety

The Service Provider shall maintain a clean, safe and sanitary home at all times, and without limiting the generality of the foregoing, shall:

- a) Keep the cellar or basement of the building well drained and ventilated
- b) Keep the home weatherproof and free from dampness
- c) Keep all heating equipment in good repair
- d) Remove all garbage, ashes, any flammable material and other debris and shall ensure that the premises are kept free of vermin, insects, and other pests
- e) Hot weather protocol required as per Health Unit regulations.
- f) All interior and exterior premises must be free from hazards to ensure safety of residents, staff, volunteers and visitors.

- g) Access to stairwells and exits are free from obstruction and flammable materials as required by legislation/fire code regulations
- h) A first aid kit is available on the facility's premises and is located in a safe and easily accessible location to all staff. The first aid kit must be checked and updated after every use.
- i) Provide a residential living environment which promotes and enhances the quality of life for residents and which complies with all relevant health and safety standards.

7.6 Telephones

The Service Provider shall ensure that a residential on-site telephone for local calls is available in the home for use by residents. In the event of a telephone disruption the Service Provider shall ensure that there is access to reliable telephone service. This emergency number is to be provided to the Corporation.

The phone that is available for resident use must be located in a setting which offers opportunity for privacy and conversation at no cost to the residents.

Where the Service Provider uses a voice mail service, the Service Provider must ensure that the system is maintained so that messages can be left and retrieved at all times.

7.7 Bedrooms

The Service Provider shall provide bedrooms that are comfortable for sleeping and are free from hazards. The Corporation believes that no more than 2 residents should reside in one bedroom. An approved Business Case is required for homes that have more than 2 residents per room. These special considerations will be approved on an annual basis and dependent on residents' needs.

The Service Provider shall not permit any resident to occupy, for sleeping purposes, any space in the home used as a lobby, hallway, closet, bathroom, laundry area, stairway, or kitchen.

The Service Provider shall ensure that each bedroom has a glass window(s) which can be opened to the outside, with a screen in good repair.

A bedroom for a resident in a home shall be furnished so that:

- All beds are at least 0.91 meters apart
- No part of any furniture overlaps an unprotected source of heat, a window or a door
- Each bed is sheltered from draft
- Each resident is provided at minimum with:
- a bed, a mattress, a bedside table/ dresser, lamp, a clothing closet, a waste basket, a chair, available in the bedroom and at least one lockable drawer or one lockable space. All of these items must be clean and in good repair.
- Mattresses have a minimum width of 91.44 cm (36 inches) and are safe, sanitary and in good repair. Mattresses may be covered with a flame, moisture, bed bug retardant material where possible.

7.8 Bedrooms/Personal Use

Resident's bedrooms are their personal space and their home. The Service Provider shall ensure that residents have the latitude to personalize their space, provided their actions do not infringe upon the rights of others or pose a health and safety risk to the resident, other residents, or staff.

Residents may have their own radio, television, clock or computer in their bedroom in keeping with safety requirements and house rules.

7.9 Bathrooms/Washrooms

The Service Provider shall provide washrooms which are safe, sanitary and adequate for all residents in the home. Washroom facilities will include toilets, sinks, shower/bath or separate shower and bath, with hand bars, rails and non-skid mats available as needed. An adequate supply of common toiletries must be in the bathrooms at all times (toilet tissue, dispensing soap, hand towels, etc.). Staff shall keep a log book of the daily cleaning of washrooms.

The Service Provider shall ensure that each washroom, bathroom, shower/bath has a lock, which can be easily released from the outside in case of an emergency.

The Service Provider shall ensure that where one or more residents require the use of a wheel chairs, as the use of a mobility aid, there is at least one accessible washroom, toilet and shower.

The Service Provider shall ensure that the number of sanitary facilities is, at least:

- One (1) washbasin and one (1) flush toilet for every six (6) residents and
- One (1) bathtub or shower for every twelve (12) residents
- One (1) wash basin and toilet on each floor that is used by residents

The Service Provider shall ensure that each toilet and each bathtub have at least one grab bar or similar device of a type that will ensure the safety of residents.

The Service Provider shall ensure that each bathtub/shower stall is furnished with slip resistant material that adheres to the bottom of the tub/shower stall.

The Service Provider shall ensure that shared and public washroom fixtures are cleaned and sanitized at least once each day and/or more frequently if necessary. Private bathroom fixtures must be cleaned and sanitized at least once per week.

7.10 Water

The Service Provider shall ensure there is an adequate supply of drinkable and hot water in accordance with the licensed capacity of the home.

The Service Provider shall ensure that water used by residents does not exceed 49C (120F) and shall be controlled by a device, inaccessible to residents, that regulates the temperature.

7.11 Heating/Cooling

The Service Provider shall ensure that during periods of extreme heat, at minimum, fans and sufficient drinking water are actively provided to residents and common rooms shall be air conditioned.

The Service Provider shall ensure that the facility is maintained at a minimum temperature of 22 degrees Celsius (71.6 degrees Fahrenheit) in cooler months, and that provisions are made for providing cool living areas for all residents in summer months (i.e. air conditioning or fans for bedrooms and air-conditioned common areas).

7.12 Elevators

The Service Provider shall ensure that elevators are maintained, inspected and display valid licenses.

7.13 Garbage

The Service Provider shall ensure that all garbage is removed from the building daily and stored and disposed in a manner satisfactory to the Corporation. Receptacles must be covered with tight fitting lids that are rodent proof and water-tight. The Service Provider shall ensure that the premises are kept free of vermin, insects, and other pests.

7.14 Kitchens

The Service Provider shall ensure that all food storage, preparation and service areas comply with the Food Premises Regulations under the Health Protection and Promotion Act, as amended from time to time.

Kitchen facilities and food preparation areas shall have adequate space, equipment and supplies to ensure the safe and sanitary preparation of all food.

The Service Provider shall ensure that all food is stored on racks, shelves or in cupboards, that are not less than 15cm above the floor.

The Service Provider shall ensure that hand washing facilities are designated and equipped with soap in a dispenser and with single service towels in a dispenser.

All cleaning and hazardous materials must be stored in an area separate from the area in which food is prepared and where food supplies are stored.

Staff members who prepare food in the kitchen must be trained in the safe handling and, preparation of food.

7.15 Common Areas/Dining Room

An indoor communal area shall be provided which is sufficient to allow residents opportunity to gather together for purposes of dining, recreation, activities and conversation. This indoor space must be readily available to all residents and may include up to 50 percent of the dining area.

Residents should have access to a communal area 24 hours a day.

The Service Provider shall provide a dining room or rooms that are large enough to accommodate at least 50 percent of the residents at one time.

An outside area which is adequate, sanitary, well cared for and appropriate to the needs of the residents should be available.

The amenity area shall consist of landscaped open space and indoor recreational areas readily accessible to all residents of the building.

Residents should have access to an outdoor smoking area 24 hours per day. This designated area will meet the requirements of the Smoke Free Ontario Act.

7.16 Pets

Residential Services Homes who have a house pet or who allow residents to have pets in their room, shall at minimum:

- have a policy that clearly outlines the expectations for all pets in the home
- Pets that are prohibited by legislation will not be permitted
- Ensure core vaccines are up-to-date, and a copy of the vaccine record must be kept on file in the home at all times
- Provide routine flea and pest prevention, and treatment for any infestation
- Maintain appropriate care and grooming of the animal and environment which includes yard clean-up and routine cleaning of any litter boxes, cages, aquariums etc.,
- Have a consistent supply of food, cat litter, and any items associated with appropriate pet maintenance
- Have a collar, leash and municipal dog tags as required
- Have a basic plan to ensure consistent care for all pets if the primary care provider of the pet is away from the home
- Have a designated area to clean pet related items that do not include resident bathrooms.

7.17 Furnishings

All furnishings in the home and outdoor areas shall be clean and kept in safe working order. All furniture shall be cleaned and dusted regularly (at least once per week). Windows and floors shall have appropriate covering that are clean and in good repair and window coverings shall provide privacy.

7.18 Linens

The following linens shall be provided to each resident in the home: towels, washcloths and bed linen (including sheets, pillowcases and blankets) which are clean and in good repair. Extra blankets and waterproof mattress covers must be available as requested. All towels, washcloths and linen supplies will be changed a minimum of once per week and more frequently when required.

The Service Provider shall assume the cost of laundry and laundry supplies. The residents' personal clothing is laundered at least once a week and at no cost to the resident.

The Service Provider, if practical, provides access at least once a week, to a washer, dryer and laundry supplies without a fee to residents who are both able and responsible to launder their personal clothing.

The Service Provider shall ensure that laundry rooms are separated by construction from any food preparation or storage areas.

7.19 Meals/Nutrition

The Service Provider shall ensure that all food is prepared, handled and stored in a sanitary manner so as to prevent the spread of food borne illness in accordance with the Food Premises Regulations under the Health Protection and Promotion Act.

The Service Provider shall provide to the resident food having adequate nutritional value in accordance with the daily requirements as outlined in the current Canada's Food Guide and having energy value which is adequate to maintain the average weight of each resident.

The Service Provider shall provide to the resident not less than three meals daily comprised of breakfast, lunch and dinner which are well-balanced taking into account:

- 2 healthful snacks and fluids which are in accordance with Canada's Food Guide

- Breakfast shall not be served earlier than 7am and dinner not earlier than 4:30pm
- If a resident misses a scheduled meal due to attending an appointment or being on a scheduled outing, the Service Provider is responsible to offer an alternate meal.

The Service Provider shall serve meals that are prepared and served at the correct temperature.

The Service Provider shall arrange for a medical or nutritional assessment for residents who appear to have gained or lost a significant amount of weight.

The Service Provider shall maintain an adequate supply of perishable foods to meet the needs of the residents for at least a 24 hour period and non-perishable foods to meet the needs of residents for at least a 3 day period.

The Service Provider shall ensure that appropriate meal substitutions are provided for instances such as: post dental surgery, pre-op recommendations, colonoscopy prep etc.

The Service Provider shall ensure that meals will meet special needs of residents requiring a diet for treatment or maintenance of good health (e.g. hypertension, diabetes, allergies, and difficulties with swallowing or chewing), and for religious purposes.

The Service Provider shall ensure that upon advance notice, a meal is set aside or a bag/box lunch, is prepared for residents who will be absent during a meal.

The services of a registered professional dietician consultant, with expertise in food service, management, menu planning, quantity food preparation, and preparation of special diets, shall be employed to review menus and assist the home staff with the management of their food service system every 2 years or more frequent if necessary.

7.20 Menus

The Service Provider shall post a weekly menu, in a place readily accessible and conspicuous to residents. Menus shall be posted 7 days in advance of the date on which the meals are to be served and any changes shall be marked on the posted menus before the preparation of the meal is started. Menu substitutions must be of the same nutritional value.

The Service Provider shall ensure that all menus specified shall be retained in chronological order in a file in the home for a period of not less than 90 days from the date of preparation.

The Service Provider shall ensure that the time intervals between each meal are regular but flexible in response to other household routines and activities.

7.21 Medical/Medication Management/Drug Storage

The Service Provider shall assist residents to secure medical services from a Physician/Nurse Practitioner or walk-in clinic.

The Service Provider shall allow health care and/or support professionals access to residents within the facility and shall cooperate fully with such professionals.

The Service Provider shall establish a procedure and practice for the safe administration and application of medication to the residents for whom the medication is prescribed. The following procedures must be included:

- a) Any medication prescribed by the physician must remain in the original container and/or a dosette medication system which has been developed and maintained by a pharmacist.
- b) All medications are to be clearly labelled with the resident's name.
- c) A Service Provider will ensure that medications are taken by the correct person from the individually-labelled containers or dosettes.
- d) A daily record shall be prepared for each resident taking medication and shall specify the name of the medication, the dosage and the times it is to be given. The staff person giving the medication shall sign or initial on this record in the appropriate time slot immediately upon administering the medication.
- e) All medication required to be given by intramuscular or intravenous injection shall only be given by a registered health professional or duly qualified physician with a current Ontario licence.

- f) All medication shall be kept in a securely locked cabinet unless such medication is in the sole possession of the resident.
- g) The MAR sheets or binder must be kept in a confidential location when not in use.
- h) Needles/sharps/syringes/vials/ampoules are to be disposed of in a bio-hazardous container immediately after use.
- i) A sufficient amount of medications must be provided to the resident with directions of use, for any resident absences.
- j) Unused or outdated medications must be stored and returned to the pharmacy supplier according to pharmacy directions.
- k) Any medication error needs to be reported to the Corporation.

Staff must have re-training in the procedure and practice for the safe administration and application of medication at least once a year by their recognized Pharmacy or more often if deemed necessary by the Corporation.

The Service Provider must have a written policy that clearly states that all medication is to be returned to the resident or designate upon discharge of any kind.

8.0 Provision of, or Access to, Activities and Support Services

8.1 Activities of Daily Living

Residents are responsible, as far as possible, to maintain their personal well-being and to participate in decision making about their personal care and health needs.

Where a resident's refusal to attend to their personal care infringes upon the rights of other residents, the Service Provider shall discuss this matter with the resident in private and in a manner which at all times respects the resident's rights and dignity.

The Service provider shall encourage independence, but provide assistance with activities of daily living.

The Service Provider shall ensure that assistance with the routines of daily life, such as but not limited to eating, bathing, personal hygiene, toileting, dressing and the maintenance of privacy and personal dignity, as required by the residents, are provided.

The Service Provider will provide support and encourage residents to perform daily living skills to the best of their ability.

8.2 Care Plan

The Service Provider shall complete a Resident Care Plan for each resident in the home. The Care Plan is completed upon admission and every six months or earlier if warranted for all residents.

The Corporation is to be advised if a resident has been assessed for Long Term Care (LTC).

The Corporation is to be advised if a resident is deemed Long term Care appropriate. In order to retain their subsidy, the resident must accept the first available bed in any LTC facility.

8.3 Resident Well-being

The Service Provider shall provide opportunities and encourage resident participation in employment activities, spiritual or religious observances, or other programs according to the residents' personal interests or preferences.

The Service Provider shall encourage residents to participate and will regularly invite community agencies into the home to either provide programming or to inform residents of available programs.

The Service Provider shall provide a minimum of at least one structured period of recreation per week. A log describing the activity and recording attendance.

The Service Provider shall provide a bulletin board to post notices of daily activities, in-house and community events, evacuation procedures etc.

8.4 Home Entertainment

The Service Provider shall provide at least one television for resident use in the common area that include cable, satellite or digital capacity and be in good repair. In addition, all Service Providers are encouraged to provide other sources of entertainment such as radios, gaming systems and computer access.

8.5 House Meetings

The Service Provider shall hold regular house meetings at a time which is appropriate for the largest number of residents. The purpose of the meeting is to give residents a chance to discuss the operations of the home such as menu selections, hours of access, recreational and leisure opportunities, and other related matters. Meetings will be held a minimum of once a month and notice of meeting will be posted in a common area one week in advance.

8.6 Transportation

The Service Provider shall make every attempt to ensure that transportation (either public or private) is available to all residents to allow them to attend medical appointments, social activities, personal shopping, banking and recreational or therapeutic programs. The Service Provider is not expected to cover the cost of resident transportation.

The Service Provider, wherever practical, shall ensure that transportation to all community programs facilities and services is done via public transit system, to encourage independence and personal growth.

8.7 Clothing

Service Providers will assist residents to obtain a suitable quantity of clean, weather appropriate clothing (at no expense to the Service Provider).

9.0 Personal Needs Allowance

9.1 Monthly Personal Needs Allowance – Process

Each subsidized resident/resident trustee shall retain a Monthly Personal Needs Allowance of an amount which is established by the Corporation from time to time.

The Monthly Personal Needs Allowance is meant to be used by the resident for personal expenditures. This allowance is intended for the purchase of items such as clothing or personal products. It is not intended for the purchase of personal care items (i.e. shampoo, soap, toilet paper) which is covered by the per diem subsidy and must, therefore, be provided by the Service Provider.

The Monthly Personal Needs Allowance must be in a form of a monetary amount (not in-kind).

9.2 Monthly Personal Needs Allowance – Management

Residents subsidized under the Residential Services Homes Program are responsible for the management of their Monthly Personal Needs Allowance and other financial resources. Where residents are unable to access their Personal Needs Allowance due to their limitations, the Service Provider will ensure that the Personal Needs Allowance is available to the residents. If the Service Provider manages the Personal Needs Allowance for residents, the Service Provider shall establish a written policy to manage such money. The written policy must, at minimum, include the following:

- a ledger or receipt book indicating the amount and date monies were issued to the resident
- a receipt signed by the resident each time he or she receives money from the Service Provider out of these monies.

All records must be made available at any time by the Service Provider for review by the resident, their legal representative or a representative of the Corporation. Residents who need assistance with management of their financial resources, and do not have an appointed Public Guardian and Trustee, may opt to involve a third party such as a family member, a legal representative or a trustee through a local agency.

9.3 Money Management System

The Service Provider shall establish and maintain a Money Management System whereby a separate bank account shall be opened in a chartered bank of Canada, Province of Ontario, savings office, or trust company registered under the Loan and Trust Corporations Act (Ontario) into which all monies of the subsidized resident, received by the Service Provider on their behalf, is deposited.

As part of the Money Management System, a Service Provider may withdraw and hold as cash, the monthly Personal Needs Allowance or portion thereof, of a subsidized resident to disburse to the resident for their discretionary spending throughout the month, in accordance with Section 9.2.

The Service Provider is responsible for the receipt from and the disbursement to the subsidized resident of monies held for the resident in accordance with the terms and conditions of the Corporation and for keeping a detailed record of disbursements supported by receipts in respect of each resident. The records referred to in this section may be inspected at any reasonable time.

10.0 Glossary

Admission: A process of granting a person access to a home and its services.

Circle of care: Those who are involved with resident care, which may include family, Residential Services Homes program staff, community agencies, physicians, specialist.

Communal: Shared by all members; for common use.

Corporation: The Corporation of the County of Essex and/or their Designate.

Discharge: a process of concluding a resident's stay at a Residential Services Home.

Residential Services Home: maintained and operated by a person or organization under an agreement with the Corporation.

Residential Services Homes Program: the provision of board, lodging and personal requirements, including items of personal care, cleanliness and grooming needs on a long-term basis for vulnerable adults that are of low-income and not eligible for long-term care.

Residential Services Homes Program Staff: the staff of the Corporation are authorized to exercise the rights and perform the duties with respect to the Residential Services Homes Program.

Per Diem: an amount as established from time to time as set out by the service agreement that is payable by the Corporation to the Service Provider for the provision of services rendered pursuant to the service agreement.

Service Agreement: a mutual and legally binding understanding between the Corporation and the Service Provider as to their respective rights and obligations.

Service Provider: The Owner/Service Provider of a Residential Services Home under an agreement with the Corporation.

Shall: requirement that must be implemented

Site Review: a visit to the Residential Services Home by Residential Services Homes program staff, for the purpose of conducting a review of financial and service records and operations as a means to determine if

contractual obligations including compliance with the Residential Services Homes Program Standards are being met.

Subsidized Resident: A person who is 18 years of age and over, who has been determined by Residential Services Homes Program staff to be eligible for financial assistance under the Residential Services Homes Program.



Administrative Report

Office of the Chief Administrative Officer

To: Warden MacDonald and Members of Essex County Council

From: Sandra Zwiers, MAcc, CPA, CA
Chief Administrative Officer

Date: Wednesday, July 19, 2023

Subject: 2023-2024 Comprehensive Insurance Program Renewal

Report #: 2023-0719-FIN-R16-SZ

Purpose

The purpose of this report is to advise County Council of the purchase of Comprehensive Insurance Program Coverage for the twelve-month period from June 30, 2023 to June 30, 2024.

Background

AON Risk Services (AON) prepared a comprehensive general insurance program for the twelve-month period from June 30, 2023 to June 30, 2024.

The premiums presented are a result of negotiations between County Administration and AON, reflecting the operating realities of the County of Essex and the insurance industry in general.

The County last went to market through an RFP process in 2014. At that time the County benefited from overall program savings and took advantage of a softer insurance market by increasing coverage sub limits at relatively low incremental premium costs. The last four program years were impacted by a hardening of the insurance market with carriers reassessing their risk tolerances across all lines of municipal coverage. A municipal market with already few players witnessed considerable tightening during this period. A slight shift has occurred since our last renewal with signs of market softening starting to emerge. Decisions by carriers to divest of riskier clients has afforded the remaining client group a slightly wider window to negotiate limits and premiums.

Sandra Zwiers, MAcc, CPA, CA, Director, Financial Services/Treasurer
Corporation of the County of Essex, Suite 315, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1312; Email: szwiers@countyofessex.ca

Discussion

At the meeting held on June 21, 2023, County Council passed the following resolution:

164-2023

Moved By Larry Verbeke

Seconded By Tracey Bailey

That Essex County Council delegate authority to the Interim CAO to approve, prior to the June 30, 2023 expiration date, the County of Essex Comprehensive Insurance Program for the period June 30, 2023 to June 30, 2024:

And further, that Administration provide County Council with a formal report regarding the approved Comprehensive Insurance Program at the July 19, 2023 regular meeting of County Council. – **Carried**

Subsequent to the June 21, 2023 council meeting, Administration worked with AON representatives to secure a competitive renewal program that provides adequate coverage for the Corporation's balanced risk management needs.

On June 28, 2023, the Interim CAO approved the renewal proposal.

Financial Implications

The Comprehensive Insurance Program for 2023-2024 was negotiated at a premium cost of \$1,059,582 (exclusive of applicable taxes). The renewal represents a cost savings of \$51,027 or 4.59% over the expiring program. The 2023 Budget anticipated an increase in insurance costs of approximately 5%. Actual savings realized by year end will be considered for transfer to the Corporation's Insurance Contingency Reserve to mitigate unforeseen claim costs in future periods.

Consultations

David Sundin, County Solicitor

Christopher Beneteau, AON Risk Services

Michelle Hobson, AON Risk Services

Recommendation

That Essex County Council receive for information Report #2023-0719-FIN-R16-SZ, highlighting the results of the Comprehensive Insurance Program

Renewal negotiations for the period commencing June 30, 2023 to June 30, 2024 at \$1,059,582 plus applicable taxes, having been approved by the Interim CAO on June 28, 2023 in accordance with Resolution 164-2023.

Approvals

Respectfully submitted,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
N/A	N/A



Administrative Report

Office of the Chief Administrative Officer

To: Warden MacDonald and Members of Essex County Council

From: Sandra Zwiers, MAcc, CPA, CA
Chief Administrative Officer

Date: Wednesday, July 19, 2023

Subject: Analysis of Request for Long Term Financial Support
– Prosper Us' Cradle to Career Strategy

Report #: 2023-0719-FIN-R17-SZ

Purpose

To respond to County Council's request for an analysis of the request for long term financial support, by United Way Windsor – Essex, for the Prosper Us' Cradle to Career Strategy.

Background

At the May 17, 2023 Regular Meeting of County Council, Lorraine Goddard, CEO, United Way Windsor – Essex (UWWE) and Louise Cervini, Co-Chair, Leamington Community Action Network (CAN), presented an overview of Prosper Us' Cradle to Career Strategy and gave an update on various community initiatives.

Childhood poverty is a key challenge identified in communities throughout Windsor and Essex County. The Cradle to Career Strategy aims to identify priority neighbourhoods and provide wrap around supports for students and their families.

A 5-year financial commitment, totaling \$250,000, from the County of Essex was requested during the presentation. County Council directed Administration to analyze the request.

Discussion

Under the direction of the Corporation's previous CAO, Robert Maisonville, the 2019 Budget included the first allocation of financial support (\$10,000)

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to UWWE for their Prosper Us Cradle to Career Strategy. The program, in its early development stage in 2018/2019, was presented to County Council as part of the 2019 Budget deliberations. Later in 2019, the Province announced Modernization and Efficiency grant funding and the County took the opportunity to increase its support of the strategy by allocating \$75,000 to UWWE. As a result, the 2019 Budget amount of \$10,000 was not paid and UWWE utilized the \$75,000 grant funds to support the strategy. The 2020 Budget recognized the longer term need for the strategy and included a larger annual amount of \$50,000. Still in receipt of the Modernization and Efficiency grant funds in 2020, the \$50,000 budget amount was not paid to UWWE. The 2021 and 2022 Budgets continued to include annual \$50,000 allocations for the strategy however Administration did not receive instruction to make payments. During the preparation of the 2023 Budget, former CAO Mike Galloway instructed Administration to remove funding for the strategy from the Budget. In late 2022, Administration was contacted by Ms. Goddard seeking release of the approved Budget funds from 2022. Payment was made in early 2023.

Table 1 below illustrates the history of amounts included in the Corporation's Budget since 2019 and identification of whether those budgeted funds were paid in each year. As of the writing of this report, unspent funds from prior budgets remain in the Corporation's Capital Reserve in the amount of \$50,000.

TABLE 1

YEAR	BUDGET	ACTUAL PMT	COMMENTS
2019	\$10,000	\$75,000	Grant funds replaced levy
2020	\$50,000	\$0	Unspent levy transferred to reserve
2021	\$50,000	\$0	Budget funded by reserve but unspent
2022	\$50,000	\$50,000	Budget amount paid in early 2023
2023	\$0	\$0	\$50,000 remains in reserve from 2021

Financial Implications

Administration recommends the funds held in reserve, totaling \$50,000 be paid to UWWE in lieu of the removed 2023 Budget allocation. The payment of the reserve funds presents no financial impact to the Corporation and is in keeping with the previously approved intention for these funds.

The payment of reserve funds could be used to satisfy the first of the five-year long-term financial commitment.

Should County Council be in support of establishing a long-term levy funding commitment for the Cradle to Career Strategy, Administration recommends County Council enter into a funding agreement with UWWE. Upon execution of an agreement, Administration would include annual amounts in the Corporation's future External Commitments Budget, beginning in 2024 and concluding in 2027.

Consultations

David Sundin, County Solicitor

Recommendation

That Essex County Council approve the payment of \$50,000 from the Corporation's Capital Reserve to United Way Windsor – Essex, representing the 2023 financial support for the Prosper Us Cradle to Career Strategy;

And further, that County Council provide Administration direction on the execution of a four-year funding agreement with United Way Windsor – Essex to support the Prosper Us Cradle to Career Strategy for the years 2024 through to and including 2027.

Approvals

Respectfully Submitted,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
N/A	N/A



Administrative Report

Office of the Manager, Planning Services

To: Warden MacDonald and Members of Essex County Council

From: Rebecca Belanger, MCIP, RPP
Manager, Planning Services

Date: Wednesday, July 19, 2023

Subject: Advancement of an OPA to the Community Improvement Policies- County Official Plan

Report #: 2023-0719-IPS-R25-RB

Purpose

To provide County Council with additional information pertaining to the proposed Official Plan Amendment (OPA) that would enable the County to participate in matching grant programs of lower-tier Community Improvement Plans (CIPs).

Background

Further to a report that was provided to County Council on September 7, 2022, which summarized the process to enable the County to participate in grant programs aimed at contributing to our local municipalities that have Community Improvement Plans, additional information is provided for County Council's consideration.

In June of 2022, correspondence was received from the Town of Tecumseh requesting that the County initiate a process to amend the County Official Plan in order to incorporate revised Community Improvement Plan policies that would allow for the County to participate in grant programs of its local municipalities (lower-tier). It was acknowledged in the report that the Town of Tecumseh had finalized the process to put in place a new Town-wide Community Improvement Plan aimed at targeting and incentivizing large-scale industrial development. As noted in the report, it is common practice by municipalities through the use of CIPs to provide a suite of incentives including municipal rebates on property tax, reductions in development charges and Planning and Building application fees. The report provided to

County Council last fall was drafted in the context of supporting incentives to the seven local municipalities for purposes of large-scale industrial development.

More recently the Town of Amherstburg adopted an Economic Development Community Improvement Plan and also requested the County to participate in any financial incentives applicable to the County of Essex, which at this time would be limited to property tax equivalent grant programs.

Due to the two-tier municipal structure in Essex County, local municipalities are only able to provide tax increment rebates for their portion of the property tax and the County and Education portions still require full collection. The proportions of municipal tax rebates by the seven local municipalities vary slightly, however local programs would result in a potential rebate of around 50% of the total tax bill with the remainder, attributable to the County and Education levy, still owing.

Under Section 28(7.2) of the Planning Act, the County has the ability to support local municipalities for the purpose of carrying out a Community Improvement Plan with grants and incentives, provided the Official Plan of the County of Essex contains provision of policies related to making grants and incentives. The County does not have the ability to establish its own Community Improvement Plan.

Section 28(7.2) specifically states:

"(7.2) The council of an upper-tier municipality may make grants or loans to the council of a lower-tier municipality and the council of a lower-tier municipality may make grants or loans to the council of the upper-tier municipality, for the purpose of carrying out a community improvement plan that has come into effect, on such terms as to security and otherwise as the council considers appropriate, but only if the official plan of the municipality making the grant or loan contains provisions relating to the making of such grants or loans. 2006, c. 23, s. 14 (8)."

The County of Essex Official Plan was adopted by County Council and received approval from the Province of Ontario in 2014. This Plan applies to all seven local Essex County municipalities.

The following Essex County Official Plan goals and policies are particularly relevant and applicable to Industrial and Economic Development Community Improvement Plans:

"Essex County Goals:

- *to increase the opportunity for job creation within each local municipality by attracting and maintaining industries and businesses closer to where County residents live;*
- *to support long term economic prosperity by providing infrastructure and public service facilities to accommodate projected growth;*
- *to encourage employment opportunities on lands within Settlement Areas that are in proximity to rail corridors.”*

Essex County Policies:

- *all new development within primary settlement areas shall only occur on full municipal water services and municipal sewage services, unless there are interim servicing policies in the local Official Plan that are in effect;*
- *Downtown/Uptown areas should maintain and/or enhance the existing character of these areas. Mixed-use development and an accessible pedestrian-oriented streetscape are encouraged. The preparation of Community Improvement Plans is also encouraged;*
- *The County encourages the redevelopment of brownfield sites”.*

Discussion

As a first step in the process, it is recommended that County Council direct Administration to advance the proposed draft Official Plan Amendment and associated by-law to a public meeting. Consultation on the proposed policies will also be scheduled with Invest WindsorEssex, and the seven local municipalities, and any comments presented to County Council in the planning report associated with the public meeting.

The proposed policy language in the Official Plan Amendment is intentionally broad and will allow for refinement through further discussions with the municipalities and adjustments in the application of incentives. A program guide would then be developed to describe how the County will participate in the local CIP. The program guide will be brought back to County Council for approval and has no statutory obligation under the Planning Act.

Administration can assess applications seeking grant funding from the County where local municipalities have approved grants based on their local CIPs.

It is recommended that the Official Plan Amendment advance at this time, however that the use of grant funding by the County to achieve objectives outlined in the Provincial Policy Statement and County Official Plan, be reviewed as part of Phase 2 and 3 of the Official Plan review work programs.

The benefit of the County's participation in providing matching tax grant funding will position the County and local municipalities at a level playing field with single tier municipalities, including the City of Windsor, and play a significant role in increasing the range of large-scale industrial development and job creation in the County. As a region with primarily residential assessment, programs that encourage growth in other tax classes help to diversify our assessment base and strengthen our ability to weather economic challenges.

Financial Implications

In the report that was provided to County Council on September 7, 2022, the Planning Division noted receipt of an Outline of Services from a planning consultant that would provide services in advancing this project through planning approvals with a proposed unbudgeted expenditure of \$20,000. Following additional internal considerations, the use of an external planning consultant has been deemed unnecessary and it is instead proposed that this initiative be led by the County's Planning Department. There will be a cost savings to the County of \$20,000 by conducting this work internally.

The financial implications were outlined in the September 7th report and are briefly reiterated below.

Adopting CIP policies in the Official Plan will generate costs related to the value of the awarded tax increment grants as well as the costs to administer the program (review applications, calculate and pay grants on an annual basis and maintain records). These costs would be offset by the increased tax assessment generated by the new development as well as the benefit of the additional job creation and spin-off industry.

The two local municipalities that have requested the County to participate in the CIP property tax grant programs have utilized different approaches which will need to be considered in the context of financial implications for the County.

The Town of Tecumseh tax increment grant limits the tax rebate of up to 50% of the year over year increase in assessment and provides a rebate for up to 10 years. The report from September 7, 2022, pages 4 and 5, illustrated examples of the costs to the County based on a qualifying automotive assembly plant ranging in size from 125,000 square feet to 1,500,000 square feet. The Town of Tecumseh's program which proposes the collection of a portion of the property tax growth will help to offset costs to the municipality for providing the matching grant funding. Details with respect to each CIP application will be determined on a case by case basis

and then brought forward in the form of agreements subject to Council approval.

The Town of Amherstburg property tax equivalent grant program provides a grant equivalent of up to 100% of the municipal property tax increase created by the project for up to 10 years after project completion for industrial development and up to 5 years for commercial development.

The proposed draft Official Plan Amendment establishes the policy regime to support the County's ability to participate in lower-tier CIP incentive programs however does not provide the specific eligibility criteria for the County's participation. County Council will maintain control over the financial implications, if any to the County, through the development and approval of the program guide.

County Council has the option of discontinuing the program in the future at any time should the strategic development targets be achieved. Should Council approve the advancement of matching CIP grant funding, the 2024 Budget would include an estimate of the financial impact.

The program guide would also include direction on topics such as: potential annual funding caps, longevity of the program and prioritization of projects should demand exceed financial capacity.

Consultations

- Town of Tecumseh Development and Financial Services
- Town of Amherstburg Planning Department
- County of Essex Official Plan Planning Advisor
- County of Essex Director of Financial Services/Treasurer

This matter was included as part of the agenda for the Essex County Directors/Managers of Planning held Tuesday, July 4th, 2023. The draft OPA will be circulated to the local Planning Departments prior to July 19th and any comments received will be summarized in the report for County Council.

The draft OPA will be presented to Invest WindsorEssex for consultation purposes and the outcomes from those discussions will be summarized for County Council.

Recommendation

That Essex County Council direct the Manager, Planning Services to advance the draft Official Plan Amendment to the necessary statutory public meeting and summarize comments received from municipalities and stakeholders.

Approvals

Respectfully Submitted,

Rebecca Belanger

Rebecca Belanger, MCIP, RPP, Manager, Planning Services

Concurred With,

Allan Botham

Allan Botham, P.Eng., Director, Infrastructure and Planning Services

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
1	DRAFT OPA #3 to the County of Essex Official Plan
2	Report to County Council dated September 7, 2022

Amendment Number 3

To The Official Plan for The County of Essex

Community Improvement Plan Policies

DRAFT

Amendment Number 3 to the Official Plan

For The County of Essex

DRAFT

I, Mary S. Birch, Clerk of the County of Essex, certify that this is a/the original/duplicate original/certified copy of Amendment Number 3 to the Official Plan for the County of Essex.

Dated this day of , 2023

Mary S. Birch, Clerk



The Corporation of the County of Essex

By-Law Number XX-2023

Being a By-law to adopt Official Plan Amendment Number 3 to the County of Essex Official Plan

Whereas the Planning Act permits municipal Councils to adopt amendments to Official Plans in accordance with the procedure outlined in the Act and corresponding regulations; and

Whereas the Council of the Corporation of the County of Essex supports amendments to the Official Plan as provided herein;

Now therefore the Council for the Corporation of the County of Essex, in accordance with the provisions of Sections 17 and 21 of the Planning Act, R.S.O. 1990, hereby enacts as follows:

1. Amendment Number 3 to the Official Plan for the County of Essex, consisting of the attached schedule, is hereby adopted.
2. That the Clerk is hereby authorized to notify the Ministry of Municipal Affairs and Housing of the approval of Amendment Number 3 to the Official Plan for the County of Essex;
3. This By-law shall come into force and take effect on the day of the final passing thereof.

Read a first, second and third time and Finally Passed this XXth day of XXXXXXXX, 2023.

Hilda MacDonald, Warden

Mary S. Birch, Clerk

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy of **By-law Number XX-2023** passed by the Council of the said Corporation on the **XX** day of **XXX, 2023**

Mary S. Birch, Clerk
Corporation of the County of Essex

Amendment No. 3
To The Official Plan
For The County of Essex
Community Improvement Plan Policies

Index

Statement of Components 1

 Purpose 2

 Basis of the Amendment**Error! Bookmark not defined.**

Part “B” - The Amendment 3

 Details of the Amendment 3

Part “C” - Appendices..... 4

 Appendix 1 – September 7, 2022 Planning Report**Error! Bookmark not defined.**

 Appendix 2 – July 19, 2023 Planning Report.....**Error! Bookmark not defined.**

 Appendix 3 - Minutes from the Public Meeting Held to Consider This Amendment
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Amendment No. 3

To The Official Plan

For The County of Essex

Community Improvement Plan Policies

Statement of Components

Part “A” - The Preamble does not constitute part of this amendment.

1. Purpose and Basis
2. Location

Part “B” - The Amendment consisting of the following text, constitutes Amendment No. 3 to the Official Plan for the Corporation of the County of Essex.

Part “C” - Appendices does not constitute part of this amendment. These appendices contain the background information and planning considerations associated with this amendment.

Part “A” - Preamble

1. Purpose and Basis for the Amendment

The County of Essex Official Plan (County OP) currently contains policies that encourage the preparation of Community Improvement Plans in order to maintain downtown areas and enhance the existing character of these areas. Section 28 of the Planning Act provides the means for lower-tier municipalities to implement an approach to foster economic development and to revitalize residential, commercial and industrial development. The purpose of this OPA is to provide the planning policy regime that enables the County to participate in lower-tier CIP incentives with a comprehensive level of application.

Section 5 of the Development Charges Act, allows municipalities to grant exemptions from a development charge. This allows both upper-tier (County of Essex) and lower-tier municipalities to offer partial or total exemptions from municipal development charges to support community improvement objectives. Through Section 28 of the Planning Act, as part of an adopted CIP, municipalities can offer a reduction in development charges in the form of a grant equivalent to part or all of the development charge normally payable. These DC exemptions can be targeted and based on the Applicant meeting one or more specified project performance criteria, as set out in the Community Improvement Plan.

Most Community Improvement Plans (CIPs) in Ontario have been prepared, adopted and implemented by Council of a single or lower-tier municipality, and this is largely because the Planning Act provides significant flexibility in terms of where lower-tier CIP can be applied, and allows a CIP to address practically any environmental, social, or community economic development issue, as long as there are appropriate Official Plan policies in place.

Certain Upper-tier municipalities including the County of Essex, are not permitted based on Section 28(2) of the Planning Act to establish Community Improvement Plans. In order for the County to participate in matching incentive programs, two things are required:

1. Policies in the County Official Plan to enable the County to participate in lower-tier CIP grant and loan programs;
2. That the lower-tier municipality must have a CIP in place in order for the County to participate Section 28(7.2).

The purpose of Official Plan Amendment No. 3 is to provided additional policy language in the County Official Plan to enable the County to participate in lower-tier CIP incentives with the intent of supporting major investments in the County that would lead to large scale job creation and economic diversification.

2. Location

The Official Plan Amendment will apply to all lands within the County of Essex. Only those lands within lower-tier CIPs will be subject to these policies.

Part “B” - The Amendment

Details of the Amendment

The Official Plan for the County of Essex is amended as follows:

A new subsection 4.17 Community Improvement, is hereby added immediately following subsection 4.16, Non-Conforming Uses, to read as follows:

“ 4.17 COMMUNITY IMPROVEMENT

The Community Improvement provisions of the Planning Act provide for and co-ordinate comprehensive improvements in identified areas of a community. Community improvement policies are intended to provide a planning mechanism for improvements, access to cost sharing programs and encouragement for private investment.

In order to assist with regional and local economic development initiatives targeted to attracting new large scale industrial and commercial developments to locate in Essex County, the County encourages and supports local municipalities preparing Industrial and Economic Development Community Improvement Plans.

Where such Local Municipal Community Improvement Plans are in effect, in keeping with the provisions as set out in Section 28 of the Planning Act, County Council may make grants for the purpose of rebating the County’s portion of any approved Tax Increment Rebate Grant that is being provided by the Local municipality, for a maximum of up to ten years for eligible projects.

A description of what constitutes an eligible project for the purpose of the County’s participation in this Tax Increment Rebate Grant Program, together with a detailed outline of the County’s program conditions are set out in a Program Guide that has been prepared by County Administrative Staff.”

Part “C” - Appendices

The following appendices do not constitute part of Amendment No. 3 but are included for information supporting the amendment.

Appendix 1 – September 7, 2022 Planning Report (attached).

Appendix 2 - July 19, 2023 Planning Report (attached).

Appendix 3 - The minutes from the public meeting held to consider this amendment are attached.

Appendix 1 – September 7, 2022

Appendix 2 – July 19, 2023

Appendix 3 - Minutes from the Public Meeting Held to Consider This Amendment



Administrative Report

Office of the Manager, Planning Services

To: Warden McNamara and Members of Essex County Council

From: Rebecca Belanger, MCIP, RPP
Manager, Planning Services

Date: Wednesday, September 07, 2022

Subject: Request from the Town of Tecumseh to Initiate an OPA to incorporate revised CIP Policies

Report #: 2022-0907-IPS-R02-RB

Purpose

To request direction from County Council to initiate a process to amend the County's Official Plan for the purpose of incorporating Community Improvement Plan policies that would allow for the County to participate in grant programs of lower-tier Community Improvement Plans (CIP) specific to attracting large scale industrial development.

Background

Attached to this Council Report is correspondence from the Town of Tecumseh providing a resolution which states "*that County Council be requested to initiate a process to amend the County Official Plan in order to incorporate revised Community Improvement Plan policies that would allow for the County to participate in grant programs of lower-tier Community Improvement Plans that have been adopted in accordance with Section 28 of the Planning Act*".

The Town of Tecumseh has finalized the process to put in place a new Town-wide Community Improvement Plan aimed at targeting and incentivizing large-scale industrial development. The proposed CIP focusses on attracting major new industrial investment and development in the Town. The industrial CIP will allow the Town to provide rebates for eligible costs through financial incentive programs. It is common practice by municipalities through the use of CIPs to provide a suite of incentives including municipal

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rebates on property tax, development charges, and Planning and Building application fees. The intention of this industrial CIP is to strategically focus on incentivizing significant industrial development, in alignment with Federal and Provincial incentive programs, in order to generate broad economic development benefits to the Town and region. The Town's Official Plan currently contains policies that support the establishment of a CIP (S.10.8) and has recently been updated to provide broadened application.

As the Town has embarked on this process, it was noted due to the two-tier municipal structure in Essex County, local municipalities are only able to provide tax increment rebates for their portion of the property tax. The County and Education portions would still require full collection. For the Town of Tecumseh, this results in potential rebate to only 48.5% (municipal levy) of the total tax bill. The balance of the tax bill (31% County levy and 20.5% Education levy) would not be eligible for rebate. Adopting a matching CIP policy at the County level would afford local municipalities the ability to increase the financial incentive to qualifying developments. It should be noted; Education levies must still be collected.

In 2021, the Province released Driving Prosperity: Ontario's Automotive Plan Phase 2 with a main objective to transition and expand Ontario's automotive sectors towards vehicle and parts production for more hybrid and EVs by building at least 400,000 electric vehicles and hybrids by 2030. The County is well positioned to support the transition of the automotive sector as directed by the Provincial and Federal government in recent announcements.

With the recent major announcement regarding Stellantis/LG, Essex County is poised to attract similar companies, or large-scale feeder plants and enhance local synergies within the automotive sector. The intent of the CIP initiative would be to offer similar tax incentives that are available to single tier municipalities or cities. In order to attract the \$5 billion-dollar electric vehicle battery plant, the City of Windsor along with senior levels of government reportedly contributed significant incentives including a 20-year incremental property tax rebate. Incentives offer the region methods to further diversify and expand local economies in Essex County to ensure long-term sustainability and substantial job creation.

The County's Official Plan contains limited policies regarding Community Improvement Plans. Currently, the County Official Plan has policy 3.2.4.1 (f) encouraging CIPs for downtown/uptown areas. County Planning has conducted research regarding the method to support Tecumseh's request to contribute matching municipal tax increment rebates for large scale industrial investment and additional OP policies are required. Under Section

28(7.2) of the *Planning Act*, the County has the ability participate with the Town of Tecumseh for Community Improvement Plan grants and incentives and the County does not need a CIP to do so. Although, the Town of Tecumseh's request provides the impetus for the addition of policies in the County OP to participate in local CIP's, it should be noted that the OPA will generally allow the County to partner with all local municipalities offering financial incentives for economic stimulus for large scale industrial development.

Discussion

The County obtained an Outline of Services from Dillon Consulting to provide planning assistance to advance the project through the planning approvals process. Due to statutory requirements associated with an Official Plan Amendment under the *Planning Act*, this process is expected to take a minimum of three months to complete. Public consultation will form part of the work program and stakeholders such as Invest-WindsorEssex will be contacted to obtain their feedback. All seven municipalities will be consulted throughout the development of the OPA to ensure local municipalities have the ability to participate and respond to the language of the proposed amendment. Following receipt of County Council's approval, the work program will commence immediately with the intention of bringing the OPA back to County Council for approval expeditiously completing the amendment prior to advancing to Phase 2 of the County's Official Plan review.

It is recommended that the County Official Plan Amendment allowing the County to participate in local CIP financial incentives (tax increment grants) relating only to large scale industrial investment be advanced at this time due to the recent announcement and potential for multiplier interest in feeder plants. For clarity, a tax increment grant affords an eligible property owner an annual rebate based on the increase in property tax arising from new development or re-development that generates an increase in the property's current value assessment.

Since the County has initiated the Official Plan review process, it is further proposed that this issue of matching tax increment grant funding be added to the list of topics to be included in the RFP for Phases 2 and 3 of the Official Plan review.

County Planning also recommends that a program guide should be developed to describe how the County will participate in local Community Improvement Plans and what levels of funding will be offered.

Financial Implications

The Outline of Services from Dillon Consulting to provide planning assistance to advance this project through the planning approvals is \$20,000 excluding applicable taxes. This initiative was not anticipated during the development of the 2022 Budget and therefore is an unbudgeted expenditure.

Coordination with and understanding of the Town of Tecumseh's CIP program is considered to be an important aspect of awarding this consulting work. Dillon Consulting was retained by the Town of Tecumseh and Administration recommends limited tendering (direct award) to Dillon Consulting in place of a competitive procurement.

In addition to third party consultant fees, adopting matching CIP policies will generate costs related to the value of the awarded tax increment grants and the cost to administer the program (review applications, calculate and pay grants on an annual basis and maintain records). Tecumseh's tax increment grant limits the tax rebate to 50% of the year over year increase in assessment and provides for a rebate for up to 10 years. The collection of a portion of the property tax growth will help to offset the majority of the cost of the program. The balance, if any, would need to be funded from other sources. It is difficult to estimate the net cost of the program until specific applications are made and processed. Tecumseh's CIP allows for a variety of qualifying large industrial development ranging in size from 125,000 square feet all the way up to an automotive assembly plant having approximately 1,500,000 square feet. An analysis of structure values suggests an average value per square foot of \$60 (based on 2016 CVA). The table below illustrates the possible range of tax increment grant costs on an annual basis for a single application.

Estimated Range of Annual Tax Increment Grant Cost (for a single application)

Square Footage	Large Industrial CVA Estimate (based on \$60/sqft)	Annual County Tax Levy (Using 2022 Large Industrial Tax Rate)	50% Tax Increment Rebate
125,000	\$7,500,000	\$100,076	\$50,038
1,500,000+	\$90,000,000	\$1,200,915	\$600,458+

NOTE: The top end of the range could exceed 1,500,000 sqft if the development is an automotive assembly plant. Chart is for illustration purposes only and Council has the option of discontinuing the program in the future should strategic development targets be achieved.

The 2022 Budget does not include funding for a matching CIP Policy Program. Should Council approve the advancement of matching CIPs, the 2023 Budget would include an estimate of the financial impact.

On an annual basis, County Council may wish to establish a funding cap as part of the budget setting process. Since the County's CIP Policy Program would be open to matching by all local municipalities within the County, the program would also need to establish the criteria for prioritizing eligible projects in the event requests exceed available funding.

The benefit of the County's participation in providing matching tax grant funding will position the County and local municipalities at a level playing field with single-tier municipalities including the City of Windsor and play a significant role in increasing the level of large industrial development in the County. As a region with primarily residential assessment, programs that encourage growth in other tax classes help to diversify our assessment base and strengthen our ability to weather economic challenges.

Consultations

- Town of Tecumseh Planning and Finance Departments

- Dillon Consulting
- County of Essex Official Plan Planning Advisor
- County of Essex Director of Financial Services/Treasurer

Recommendation

That County Council direct the Manager of Planning Services to initiate the planning process to undertake an Official Plan Amendment to modify the County's Official Plan regarding Community Improvement Plans and report back with further recommendations.

Approvals

Respectfully Submitted,

Rebecca Belanger

Rebecca Belanger, MCIP, RPP, Manager, Planning Services

Concurred With,

Allan Botham

Allan Botham, P.Eng., Director, Infrastructure and Planning Services

Concurred With,

Mike Galloway

Mike Galloway, MBA, CMO, Chief Administrative Officer

Appendix Number	Title
A	Correspondence from the Town of Tecumseh, Industrial CIP



The Corporation of the Town of Tecumseh

May 17, 2022

mbirch@countyofessex.ca

Ms. Mary Birch
Director, Legislative and Community Services /Clerk
County of Essex

Dear Ms. Birch:

Re: DS-2022-21 Industrial CIP, Recommendations for Statutory Public Meeting

The Corporation of the Town of Tecumseh, at its May 10, 2022 meeting, passed the following motion regarding an Industrial CIP and recommendations for a statutory public meeting:

That Report DS-2022-21 entitled “Proposed Industrial Community Improvement Plan - Recommendation for Statutory Public Meeting”, **be received;**

And that the scheduling of a public meeting, to be held on Tuesday, June 7, 2022 at 4:30 p.m., in accordance with the *Planning Act* for the purpose of seeking public and stakeholder input on a proposed Industrial Community Improvement Plan, **be authorized;**

And further that County Council **be requested** to initiate a process to amend the County Official Plan in order to incorporate revised Community Improvement Plan policies that would allow for the County to participate in grant programs of lower-tier Community Improvement Plans that have been adopted in accordance with Section 28 of the *Planning Act*.

The link to Report DS-2022-21 Industrial CIP, Recommendations for Statutory Public Meeting can be found [here](#). Arrangements have been made to hold the Public Meeting on **Tuesday, June 7, 2022 at 5:30 pm** (not 4:30 as noted in the resolution).

We would ask that County Council begin the process to amend the County Official Plan to allow the County to participate in grant programs of lower tier Community Improvement Plans (i.e. broadened CIP policies, support of lower tier grant programs).

Yours very truly,

Jennifer Alexander, DPA
Deputy Clerk & Manager Legislative Services

JA/sw

cc: Mr. Brian Hillman, Director Development Services (bhillman@tecumseh.ca)
Ms. Rebecca Belanger, Manager, Planning Services (rbelanger@countyofessex.ca)

September 9, 2022

Memo

To: Rebecca Belanger rbelanger@countyofessex.ca
Daryan Branch dbranch@countyofessex.ca
Allan Botham abotham@countyofessex.ca
Jenelle Barrette jbarrette@countyofessex.ca
Sandra Zwiers szwiers@countyofessex.ca
Heidi McLeod hmcLeod@countyofessex.ca

**Re: Resolution of Council – Request from the Town of Tecumseh to Initiate an
OPA to Incorporate revised CIP Policies**

Essex County Council, at its Wednesday, September 7, 2022 meeting, adopted the following resolution:

200-2022

Moved By Crystal Meloche

Seconded By Joe Bachetti

That County Council direct the Manager of Planning Services to initiate the planning process to undertake an Official Plan Amendment to modify the County's Official Plan regarding Community Improvement Plans and report back with further recommendations.

Carried

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

Regards,



Crystal Sylvestre
Administrative Assistant, Legislative & Community Services



Administrative Report

Office of the Director, Infrastructure & Planning Services

To: Warden MacDonald and Members of Essex County Council

From: Allan Botham, P.Eng.
Director, Infrastructure & Planning Services

Date: Wednesday, July 19, 2023

Subject: Encroachment Agreement with Conseil Scolaire Catholique Providence

Report #: 2023-0719-IPS-R24-AB

Purpose

The purpose of this Administrative Report (the "**Report**") is to seek County Council approval to enter into a Servicing and Encroachment Agreement with the Conseil Scolaire Catholique Providence (the "**School Board**") related to the installation and maintenance of a private drain (the "**Private Drain**") under County Road 42.

Background

The School Board, through its engineering consultants, approached the County to request County approval to install the Private Drain as the only viable solution to service the lands on which the Saint-Ambroise School (the "**School**") is located in the community of St. Joachim, in the Municipality of Lakeshore.

As the County has in the recent past allowed the installation of private drains under and along County Roads for various industrial and agricultural needs, and as there is no other viable option to provide proper drainage to the property on which the School is situated, County Administration agreed in principle, subject to County Council approval, that the installation of the Private Drain should be permitted.

As such, the County Solicitor negotiated the terms of a Servicing and Encroachment Agreement (the "**Agreement**") with the School Board. A copy of the Agreement is appended to this Report.

Immediately below in Figure 1 is a basic depiction of the Private Drain being proposed:

Figure 1



Discussion

There are no anticipated issues with the Private Drain being installed under and along County Road 42, with the draft Agreement addressing any concerns County Administration raised with the Private Drain being installed in the right of way for County Road 42.

Financial Implications

There are no financial implications to the County, with all amounts required to construct and maintain the Private Drain being borne by the School Board and/or any subsequent owner of the Property the School is situated on.

Consultations

In preparing this Report I have consulted with members of Infrastructure Services and the County Solicitor.

Recommendation

That Essex County Council receive this Report for information purposes and authorize the Warden and the Clerk of the County to execute the Servicing and Encroachment Agreement.

Approvals

Respectfully Submitted,

Allan Botham

Allan Botham, P.Eng., Director, Infrastructure and Planning Services

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
1	Servicing and Encroachment Agreement

SERVICING AND ENCROACHMENT AGREEMENT

THIS AGREEMENT made this 20th day of July, 2023

BETWEEN:

CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE

hereinafter called the "**School Board**"

OF THE FIRST PART

- and –

THE CORPORATION OF THE COUNTY OF ESSEX

hereinafter called the "**County**"

OF THE SECOND PART

WHEREAS the School Board is the owner of the École Élémentaire Catholique Saint-Ambroise located at municipal address 2716 County Road 42, in the Community of Saint Joachim, in the Municipality of Lakeshore, in the Province of Ontario (the "**School**");

AND WHEREAS the School Board has requested permission from the County to construct, install and maintain a private drain under (the "**Private Drain**") under County Road 42 and running along the south side of County Road 42, and which Private Drain will service the lands on which the School is situated;

AND WHEREAS the Corporation of the Municipality of Lakeshore ("**Lakeshore**") has provided and granted its necessary approval;

AND WHEREAS the County has agreed to grant the School Board permission to construct, install, and service the Private Drain on the terms and conditions set out in this Servicing and Encroachment Agreement (the "**Agreement**").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above mentioned premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

Construction and Maintenance

1. The County hereby grants permission to the School Board to construct, install, and maintain the Private Drain within the right-of-way of that portion of County Road 42 depicted on the Servicing Plan prepared by Glos Associates Inc., a copy of which Servicing Plan is appended hereto as **Schedule "A"** to this Agreement.

2. The School Board hereby agrees to retain the services of Glos Associates Inc. to oversee and inspect the construction and installation of the Private Drain and any ancillary works related thereto, and to certify that the construction and installation of the said Private Drain has been completed in accordance with the provisions of this Agreement and the associated approved drawings identified above. Further, the County requires 45 days' notice prior to installation of the Private Drain under and along County Road 42, and reserves the right to inspect as required to satisfy itself as to the construction.

3. The School Board shall not deviate from the approved location without the prior written approval of the County Engineer. The School Board shall be required to provide the County Engineer, within forty-five (45) days of the completion of the construction and installation of the Private Drain, as-built drawings (electronically) satisfactory to the County Engineer, which drawings shall also note the date of completion of the Private Drain and the related works.

4. The School Board shall be required to retain the services of a qualified contractor (the "**Contractor**") to complete the construction and installation of the Private Drain in accordance with the provisions of this Agreement, and which Contractor shall:

- (a) provide all required traffic control in accordance with the Ontario Traffic

Manual Book 7, and in accordance with the standards of the County, all of which the School Board is required to seek and obtain the approval of the County on prior to construction being commenced. In the event there is any conflict between the standard mandated in Ontario Traffic Manual Book 7 and the standards of the County, the standards of the County shall take precedence;

- (b) during the construction and installation of the Private Drain shall procure and maintain public liability insurance (the "**Construction Insurance Policy**"), shall provide a copy of the said Construction Insurance Policy to the County, and shall ensure that the said Construction Insurance Policy:
 - (i) is comprised of primary and/or umbrella coverage with a limit of not less than five million dollars (\$5,000,000.00) per occurrence;
 - (ii) include commercial general liability covering all operations and liability assumed under this Agreement with the County, and shall include coverage for the following:
 - 1. Premises and Operations
 - 2. Blanket Contractual
 - 3. Broad Form Property Damage
 - 4. Contingent Employer's Liability
 - 5. Cross Liability
 - 6. Severability of Interests
 - 7. Owner's and Contractor's Protective
 - 8. Personal Injury
 - 9. Employer's Liability

10. Employees as Additional Insureds
 11. Non-Owned Automobile Including SEF # 96
 12. Hostile Fire
 13. Attached Machinery
 14. Third Party Environmental Liability
- (iii) include a copy of the endorsement or a letter from the insurer verifying coverage is to accompany the Certificate of Insurance;
 - (iv) include insurance against liability of bodily injury and property damage caused by vehicles and/or owned and operated by the Contractor and used in conjunction with the construction of the Private Drain and shall have a limit of not less than five million dollars (\$5,000,000.00) inclusive for any one occurrence;
 - (v) be endorsed to provide that the policy or policies will not be altered, cancelled, or allowed to lapse without providing at least thirty (3) days prior written notice to the County, with any such notice to be filed with the County Engineer at 360 Fairview Avenue West, Essex, Ontario N8M 1Y6, with a copy via facsimile at 519-776-4455; and
 - (vi) be endorsed to include the County as an additional named insured.
- (c) provide the County with confirmation, in a form acceptable to the County, in its sole discretion, that the Contractor has WSIB coverage in place; and
 - (d) provide the County with a material and performance and maintenance bond in a form acceptable to the County, in its sole discretion.

5. Save as hereinafter provided, the consent, permission, and authority hereby given and granted to the School Board to enter upon the lands owned by the County, being County Road 42 and the lands within the County Road 42 right of way, shall be at all times subject to the prior approval of the County Engineer. All works done from time to time under this Agreement, as related to the maintenance and/or removal of the Private Drain, are subject to the prior approval of the County Engineer who has full power and authority to give such directions and orders that he considers in the best interest of the County, and the School Board shall follow all directions and orders that the County Engineer provides.

6. The School Board shall be responsible for any and all costs associated with the construction and installation of the said Private Drain, and for all costs associated with the restoration of County Road 42 and the road allowance of County Road 42 to the satisfaction of the County Engineer. Upon completion of the Private Drain and the related works, any deficiency in the restoration shall be provided by the County in writing, and once the restoration has been completed to the satisfaction of the County Engineer, acceptance of the restoration shall likewise be formally provided by the County in writing.

7. The School Board as owner of the Private Drain shall be solely and completely responsible for all costs associated with the future maintenance, repair and/or reconstruction of this Private Drain, which shall be maintained in a sound, and fully functioning condition, all to the satisfaction of the County Engineer.

8. The School Board shall be required to obtain all the necessary permits from the County prior to beginning any work that affects County Road 42 or the County Road 42 right of way. The School Board shall be further obligated to comply with any and all

conditions and restrictions imposed on the granting of the said permits, and for the payment of all fees associated with the issuance of the said permits.

9. In addition to the insurance requirements outlined in paragraph 4 above, the School Board hereby agrees to provide the County with a certificate of public liability insurance covering both the School Board and the County with respect to those portions of County Road 42 and the County Road 42 right of way under which the Private Drain is constructed. The said insurance shall:

- (a) be in an amount of not less than five million dollars (\$5,000,000.00) and cover injuries or death to any person and damage to property arising from any one occurrence;
- (b) include a cross-liability clause endorsement, with the County named as an Additional Insured on the said policy;
- (c) be kept in full force and effect as long as the Private Drain remains under County Road 42 or the County Road 42 right of way, with renewal certificates to be provided annually;
- (d) not be changed or amended in any way, without the express written consent of the County, for so long as the Private Drain remains under County Road 42 or the County Road 42 right of way.

Schedule of Payment of Permits and Fees

10. The School Board shall be required to pay to the County, upon the execution of this Agreement, the sum of ten thousand dollars (\$10,000.00), by way of certified cheque, as security to ensure the construction and installation of the said Private Drain will be completed in accordance with the provisions of this Agreement. At such

time as all of the work required under this Agreement has been completed to the satisfaction of the County, the Owner may apply to the County for a refund of this security, which refund will be payable without interest.

11. The School Board covenants and agrees to pay to the County a one (1) time encroachment fee in the amount of \$2,500.00, the payment of which shall become due and payable upon the execution of this Agreement.

12. The School Board further covenants and agrees to reimburse the County for any and all reasonable legal, survey, and administrative costs incurred by the County with regard to the preparation, execution, and registration of this Agreement and all necessary field work and inspections. In this regard, the School Board agrees to pay to the County, within thirty (30) days of being provided with a request by the County, reimbursement of the costs outlined above.

Term of this Agreement

13. The burdens on the lands owned by the County, and the benefits to the property of the School Board in having access to the lands owned by the County for the Private Drain, pursuant to the terms and conditions of this Agreement shall be binding upon and deemed to run with the lands owned by the County for a period of twenty (20) years commencing on the date of execution of this Servicing and Encroachment Agreement, unless terminated by the County, in its sole and absolute discretion, by providing not less than ninety (90) days prior written notice to the School Board.

Decommissioning and Removal

14. In the event the County, acting reasonably, deems it necessary or requires that the Private Drain be removed from County Road 42 and the County Road 42 right of way, or be altered in its location under the said County Road 42 and/or the County Road 42 right of way, the School Board hereby agrees to remove and/or alter the location of the Private Drain and restore the affected area at its sole cost and expense, provided that the County gives sixty (60) days' notice in writing to the School Board of the requirement to remove or alter the location of the Private Drain. It is acknowledged and agreed that in the event weather conditions negatively impact the ability of the School Board to comply with the provisions of this paragraph within the sixty (60) day notice period, the said notice period shall be extended accordingly to allow for the delay caused by any adverse weather conditions.

15. Upon termination of this Agreement, and/or upon the Private Drain no longer being required to service the School, the School Board shall decommission and remove the Private Drain to the satisfaction of the County Engineer, acting reasonably. All other obligations of the School Board shall continue under the provisions of this Agreement until such obligations have been complied with and/or completed in full to the satisfaction of the County Engineer, acting reasonably.

16. In the event the School Board fails to decommission and remove the Private Drain in accordance with the requirements of the County Engineer within one (1) year of either the termination of this Agreement or the abandonment of the Private Drain, the County shall have the right to remove and dispose of all parts of the Private Drain as the County may determine, acting reasonably, and the School Board shall have no recourse

against the County for any losses, expenses, or damages as a result thereof, and (2) shall be liable for any and all costs incurred by the County in effecting the said removal and disposal of all, or any parts, of the Private Drain.

Indemnification and Release

17. The School Board will indemnify and save the County harmless from all claims for damages, liabilities, losses, costs, or expenses of every kind that may be sustained by any person by reason of the permission granted herein, save and except for losses, costs, expenses or damages caused as a result of the wilful misconduct or negligence on the part of the County.

18. The School Board waives any and all claims against the County for damages to the Private Drain resulting from any activity of the County on County Road 42 and/or on the road allowance for County Road 42, save and except any damages caused by the wilful misconduct or negligent acts of the County, or those for whom it is responsible at law.

Assignment

19. The School Board hereby acknowledges that the County has agreed to allow the construction and installation of this Private Drain within the road allowance of County Road 42 solely for the use of the School. The School Board may not assign any part of this Agreement without the prior written consent of the County, in its sole and absolute discretion.

Notice

20. All notices, demands or requests which may be or are required to be given under the provisions of this Agreement by either Party to the other herein shall be in writing

and shall be mailed by registered mail to the last known address of the Party. Any notice sent by registered mail shall be deemed to have been received on the fifth (5th) business day following the date it was mailed, whether signed for or not.

General Terms

21. The School Board hereby consents to the registration of this Agreement against title to the School property.

22. This Agreement shall be binding upon the Parties, their respective heirs, executors, administrators, successors, permitted assigns, and any subsequent owners of the School property or the affected lands owned by the County.

23. The Parties hereto acknowledge that the doctrine of contra proferentem shall not apply to any of the terms of this Agreement, and the parties agree that this Agreement is to be treated as though drafted by both of them.

24. The Parties shall with reasonable diligence do all things required of them by this Agreement and provide all reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Agreement.

25. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, and the laws of Canada applicable therein and shall be treated, in all respects, as an Ontario contract. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

IN WITNESS WHEREOF the duly authorized signing officers of each of the Parties have electronically executed this Agreement, written on this and the preceding 10 pages.

CONSEIL SCOLAIRE CATHOLIQUE PROVIDENCE

Per:
Title:
I have the authority to bind the Board.

CORPORATION OF THE COUNTY OF ESSEX

Per: Hilda MacDonald
Title: Warden
We have authority to bind the County.

Per: Mary Birch
Title: Clerk



Administrative Report

Office of the Director, Infrastructure & Planning Services

To: Warden MacDonald and Members of Essex County Council

From: Allan Botham, P.Eng.
Director, Infrastructure & Planning Services

Date: Wednesday, July 19, 2023

Subject: Road User Agreement with TELUS Communications Inc.

Report #: 2023-0719-IPS-R22-AB-DMS

Purpose

The purpose of this Administrative Report (the "**Report**") is to provide the necessary background information for County Council to make a decision regarding a proposed Road User Agreement with TELUS Communications Inc. ("**TELUS**") for the installation and ongoing maintenance of certain internet infrastructure for the provision of high-speed internet service in the County (the "**Project**").

Background

Since in or about 2019, the County has had in place a policy of entering into formal Road User Agreements with any user of the County's road network and the associated rights-of-way. The purpose was to ensure that the rights and responsibilities of the County and any third-party user are as clear as possible.

This has become more important as many of the rights-of-way of the County's road network are increasingly becoming overly crowded, with various third-party's requiring access for key infrastructure.

Discussion

In October of 2020, Southwestern Integrated Fibre Technology ("**SWIFT**") awarded contracts to expand high speed fibre optic broadband internet

services ("**High-Speed Internet**") to households and businesses across Essex County.

Most of the Road User Agreements the County has entered into are for single Projects. However, the "Project" TELUS would like to install will come in phases over a number of years in various areas of the County. As such, TELUS and the County have negotiated a Road User Agreement with a five (5) year term. This will provide TELUS with some flexibility in further developing and rolling out its Project.

Use of the rights-of-ways of the County road network for the Project of TELUS is supported by Administration, as the County has long advocated for the provision of High-Speed Internet to the residents of the County, as an essential service. Plus, the federal *Telecommunications Act* requires that the County provide access to its rights-of-ways in any event.

In negotiating the draft Road User Agreement appended to this Report the County has attempted to use the standard form of the County to the extent possible. However, there are 2 key changes that are not ordinarily included in the County's standard Road User Agreement, namely:

- (1) The addition of five (5) year term on the basis of the rationale set out above; and
- (2) The provision of a cost splitting arrangement for required relocations of TELUS's infrastructure. The County's standard form provides that the privilege of using the County's road network comes with the requirement that third-parties bear any and all costs related to the relocation of their infrastructure. However, the *Telecommunications Act* provides for a sliding scale for relocation costs, with the County bearing the costs in the early stages, presumably to ensure that the County is careful in the locations it approves placement of infrastructure. The sliding scale over time results in the third-party eventually becoming solely responsible for relocation costs.

Financial Implications

The only potential financial implication to the County is related to the possibility that the County is exposed to all or a portion of the relocation costs should the County require relocation of TELUS's Equipment in the next 16 years. It is the County's intention to approve installation in areas that the County does not anticipate will require relocation. As such, the risk to any financial impact appears to be low.

Consultations

In preparing this Report I have consulted with the County Solicitor, who negotiated the terms of the Road User Agreement with TELUS.

Recommendation

That Essex County Council authorize the Warden and the Clerk to execute the Road User Agreement between the County and TELUS, substantially in the form appended to this Report, with that authorization being formally approved by By-law for July 19, 2023.

Approvals

Respectfully Submitted,

Allan Botham

Allan Botham, P.Eng., Director, Infrastructure and Planning Services

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
I	Road User Agreement



Road User Agreement

This Road User Agreement (the "**Agreement**") is made in duplicate this 22nd day of June, 2023.

Between:

The Corporation of the County of Essex
(the "**County**")

And:

TELUS Communications Inc.
(**"TELUS"**)

WHEREAS the County is an upper tier municipality that is the owner of and Road Authority for a network of County roads throughout the County of Essex;

AND WHEREAS TELUS is a "telecommunications common carrier" as defined in the *Telecommunications Act*, S.C. 1993, c.38 (the "**Telecommunications Act**") or "distribution undertaking" (and collectively with a "telecommunications common carrier", a "**Carrier**") as defined in the *Broadcasting Act*, S.C. 1991, c.11 (the "**Broadcasting Act**"), and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the "**CRTC**");

AND WHEREAS in order to operate as a Carrier, TELUS requires to construct, install, operate and maintain Equipment (the "**Installation**"), with portions of the said Installation running in, on, across, along, over, and/or under ("**Within**") certain Highways, or other public places which are under the jurisdiction of the County of Essex (collectively the "**Rights-of-way**") or on other County Structures agreed to by the Parties, that particulars of which will be specified by TELUS in a schedule presented to the County, seeking County approval at the time any Permit is applied for by TELUS;

AND WHEREAS, pursuant to Section 43 of the *Telecommunications Act*, TELUS requires the County's consent to construct its Equipment Within the Rights-of-way, and the County is willing to grant to TELUS a non-exclusive right to access and use the Rights-of-way, provided that such use will not unduly interfere with the public use and enjoyment of the Rights-of-way, nor

any rights or privileges previously conferred by the County to other third parties to use the Rights-of-way;

AND WHEREAS the necessary municipal approvals have been or will be obtained by TELUS;

AND WHEREAS the County has agreed to grant TELUS permission to perform the Work (as defined below) along the Right-of-way and/or Highways (as defined below), under the terms and conditions as set out in this Agreement;

AND WHEREAS by By-law passed by Council of the County (the "**By-law**"), the duly authorized individuals have been authorized and directed to execute this Agreement on behalf of the County;

AND WHEREAS the Effective date of this Agreement shall be the date this Agreement is executed by the County, which execution shall not occur until all Schedules have been finalized, approved, and attached to this Agreement.

NOW THEREFORE IN CONSIDERATION of the undertakings and covenants hereinafter expressed and upon the terms hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereto acknowledged, the Parties mutually covenant and agree as follows:

1.0 Recitals

- 1.1 The Parties warrant that the above recitals are true and that same form an integral part of this Agreement and are accordingly hereby incorporated into this Agreement by reference.
- 1.2 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires.

2.0 Definitions

- 2.1 In addition to any other term defined in this Agreement, the following terms have the following meanings:
 - (a) "**Affiliate**" means:

- (i) in the case of TELUS, "affiliate" as defined in the *Canada Business Corporations Act* that is also a carrier and includes any body corporate, partnership, or other unincorporated association in which TELUS, or any of its affiliated bodies corporate (as so defined), has a controlling interest; and
 - (ii) in the case of the County, a local board, agency, or commission of the County, or a corporation which is partially or solely owned by, and is controlled by, the County, and which has as a primary purpose, the management and maintenance of the Rights-of-way.
- (b) "**Applicable Laws**" means any and all applicable laws, statutes, codes, ordinances, principles of common and civil law and equity, rules, approvals, regulations, and County by-laws which are binding upon and applicable to the Work and the Installation but to the extent that any of the above or other County requirements are inconsistent with the terms of this Agreement or federal law, TELUS shall not be required to comply with the same;
- (c) "**Approved Plans**" means, as applicable, the approved Plans for the Installation as approved by the County Engineer, in his reasonable discretion, in accordance with the provisions of this Agreement;
- (d) "**As-Built Drawings**" means the drawings provided by TELUS to the County showing all plans and specifications of the alignment in addition to any changes to such plans and specifications made on site during installation, and shall include, where applicable, the following:
 - (i) the location of the Installation, including plan view with offset distances from property lines, profiles, typical cross-sections and other industry standard location information;
 - (ii) construction methods and materials used; and
 - (iii) physical aspects of the Equipment, including the configuration, number, and size of pipes, ducts, chambers, and manholes.

- (e) "**Attachments**" means Equipment, including accessories, structures, and devices in, on, or to certain Municipal Structures.
- (f) "**Confidential Information**" means information considered proprietary by either TELUS or the County that is delivered or disclosed pursuant to this Agreement and is identified as "confidential" and that is not otherwise readily available to the public, such as technical and business information, financial plans and records, marketing plans, business strategies, trade secrets, present and proposed products, and/or the Equipment of TELUS or its Affiliates and information related to Third Party attachments;
- (g) "**County Consent**" of "**CC**" means the written consent of the County, with or without conditions, that requires excavation, to allow TELUS to perform Work;
- (h) "**County Engineer**" means the most senior individual employed by the County with responsibilities for Rights-of-Way within the County or the person designated by such senior employee or such other person as may from time to time be designated by the Council of the County;
- (i) "**County Structures**" means infrastructure other than Rights-of-Way owned by the County for which the County has provided County Consent;
- (j) "**Crossing(s)**" means any place where any component(s) of the Installation cross, in whole or in part, any travelled portion of a Highway;
- (k) "**Emergency**" means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either the County or TELUS;
- (l) "**Equipment**" means the transmission and distribution facilities owned by TELUS and/or its Affiliates, comprising of fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds, wireless equipment and ancillary structures used for the purpose of telecommunications;

- (m) "**Highway(s)**" means any common and public highway, street, roadway, avenue, parkway, driveway, square, bridge, viaduct or trestle, any part of which is intended to be used for or is used by the general public for the passage of vehicles and includes the area between the lateral property lines thereof and shall include not only the travelled portion of such highway, but also ditches, driveways, sidewalks, and sodded areas forming part of the road allowance now or at any time during the term hereof under the jurisdiction of the County Rights-of-Way and other public places;
- (n) "**Installation**" has the meaning given to the term in the Recitals;
- (o) "**Party**" means, singularly, either the County or TELUS and "**Parties**" means collectively, both the County and TELUS together;
- (p) "**Plan**" means:
 - (i) construction plans for the proposed Installation, showing the locations and boundaries within the County's jurisdiction where such construction is proposed to take place; and
 - (ii) all other relevant plans, drawings, and other information as may be ordinarily required by the County as part of its regular approval and/or permit issuing practices under Applicable Laws.
- (q) "**Road Occupancy Permit**" or "**Permit**" means a permit issued by the County authorizing TELUS to conduct Work that includes any activity that involves a deployment of its workforce, vehicles and other equipment in the Rights-of-way when performing the Work;
- (r) "**Service Drop**" means a cable that, by its design, capacity, and relationship to other cables of TELUS, can be reasonably considered to be for the sole purpose of connecting Equipment to not more than one individual customer or building point or property;
- (s) "**Telecommunications**" means the emission, transmission, or reception by any wire, cable, radio, optical, or other electromagnetic system, or by any similar technical system;

- (t) **"Term"** has the meaning given to the term in Section 6 of this Agreement;
- (u) **"Third Party"** means any person that is not a party to this Agreement nor an Affiliate of either the County or TELUS, and includes and entity that attaches its facilities in, on, or to the Equipment under an agreement with TELUS;
- (v) **"Tree Work"** means cutting, trimming, or removing, or hedges growing on the Rights-of-way; and
- (w) **"Work(s)"** means any work related to the installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment, or other alteration of the Installation to be undertaken by TELUS or its agents or contractors in connection with the Installation Within the Rights-of-way.

3.0 Schedules

- 3.1 The following Schedules (as may be amended from time to time by mutual agreement of the Parties) are attached hereto and form part of this Agreement:

Schedule "A" – Scope and Construction Standards

- (a) Annex 1 – Work on Rights-of-Way
- (b) Annex 2 – Work on County Structures

Schedule "B" – Permits, Fees, and Charges

Schedule "C" – Relocation Costs

Schedule "D" – Permits Required by County

4.0 Grant

- 4.1 The consent, permission, and authority of the County is hereby given and granted to TELUS, its employees, agents, and contractors:
 - (a) to enter upon and use the Rights-of-Way under the jurisdiction of the County to perform the Work on the Highway(s) in accordance with the Approved Plans and the terms of this

Agreement. The consent, permission, and authority hereby given extends only to the Rights-of-Way under the jurisdiction of the County; and

- (b) to do such other things as may be required by the terms of this Agreement and approved by the County to construct the Installation and perform the Works.

4.2 The consent, permission, and authority hereby given and granted shall be subject to:

- (a) the rights and obligations of the County to construct, maintain, reconstruct, rehabilitate, and use at any and all times all Highways under the jurisdiction of the County;
- (b) the right of free and legal use of all Highways by all persons entitled to use them;
- (c) the rights of the owners of properties adjoining the Highways to enjoy full access to and from the Highways and of constructing crossings and approaches from their properties; and
- (d) the rights and privileges that the County has granted or may grant to other persons (including, but not limited to, commuters, agricultural vehicles, overweight/oversized loads, and maintenance crews for maintenance of drainage ditches and roadway repairs) on the Highway(s);

all of which rights are expressly reserved.

4.3 Save as hereinafter provided, the consent, permission, and authority hereby given and granted to TELUS to perform the Works shall at all times be subject to TELUS obtaining permits and/or approvals required from the County under Applicable Laws, which shall be administered in accordance with the procedures set forth in Section 7 of this Agreement, and such other approvals as required under this Agreement.

4.4 The County acknowledges that the placement of any of the Installation, or any TELUS property, Within the Rights-of-Way shall not create or vest in the County any ownership or property rights in the Installation of such TELUS property.

5.0 Routine Work

5.1 Notwithstanding Section 7.1 below, TELUS may, without first obtaining consent from the County:

- (a) utilize existing ducts or similar structures of the Equipment or a Third Party's equipment;
- (b) carry out routine maintenance and field testing to its Equipment;
- (c) install and repair Service Drops; and
- (d) repair, replace, or upgrade Equipment attached to County Structures

provided that in no case shall TELUS break up or otherwise disturb the physical surface of the Rights-of-Way without the County's prior written consent.

6.0 Term

6.1 This Agreement shall have an initial term of five (5) years and shall be renewed automatically for successive five (5) year periods (the initial term and each renewal term collectively referred to herein as the "**Term**") unless:

- (a) this Agreement is terminated by either Party in accordance with this Agreement;
- (b) either Party delivers written notice of non-renewal to the other Party at least 180 days prior to the expiration of the then current Term; or
- (c) this Agreement is replaced by a new agreement between the Parties.

For clarity, during the initial term and any renewal term, the burdens on the lands owned by the County, and TELUS's rights granted herein, pursuant to the terms and conditions of this Agreement, shall be binding upon and deemed to run within the Rights-of-way and lands owned by the County.

6.2 Notwithstanding the above, in the event that the County provides notice of non-renewal or termination to TELUS prior to expiration of

the then-current Term and TELUS still needs its Installation or to perform further Work Within Rights-of-Way, the Parties shall use commercially reasonable efforts to negotiate and enter into a fresh Road User Agreement.

7.0 Approval Process

- 7.1 Before commencing any Works that require the issuance of County permits or County approvals under Applicable Laws, TELUS will deposit a digital copy of all necessary Plans (including any amendments thereto) with the County Engineer for review and approval pursuant to the terms of this Section 7.
- 7.2 The County Engineer shall use commercially reasonable efforts to review and provide approval or refusal of such Plans within ten (10) business days of receipt. In the event the County Engineer does not approve the Plans, the County Engineer shall issue written instructions to TELUS with any additional information or modifications which are reasonably required by the County Engineer with respect to the Plans, including the imposition of any reasonable terms and conditions as the County Engineer considers in the best interest of the County in its capacity as custodian of the Rights-of-way within the County's jurisdiction. The Parties agree to work together in good faith to consider amendments to Plans, provided such amendments comply with Applicable Laws. However, TELUS shall not undertake Work, excluding for routine work, until the County is in receipt of the Approved Plans or amended Approved Plans, as the case may be, and the relevant permits have been issued by the County.
- 7.3 Should there be any disagreement between the County and TELUS regarding the requirements of any Plan to be submitted by TELUS, the opinion and requirements of the County Engineer in his reasonable discretion shall prevail. To the extent that any Legislation or County requirements would violate TELUS' obligations with respect to the terms of this Agreement or federal law applicable to TELUS, TELUS shall not be required to comply with the same.
- 7.4 Excluding routine work as set forth in Section 5 in this Road User Agreement, TELUS is required to consult with the County Engineer in advance of commencing Works in order to determine what permits and/or approvals are required and agrees to apply for and obtain all such permits and/or approvals from the County for the Works. The County shall use commercially reasonable efforts to

provide approval or refusal of permits within ten (10) business days of receiving TELUS's applications for the same.

- 7.5 TELUS further agrees that prior to commencement of Work pursuant to this Agreement, it shall obtain all other permits and approvals which are required pursuant to any Applicable Laws, including, where necessary, the approval of any federal, provincial, and/or lower tier municipal government, and the minimum standards of the County, which minimum standards of the County include, but are not limited to, the minimum standards recommended by The Transportation Association of Canada Guidelines, with necessary modifications for site specific issues, in order to commence any of the Works.
- 7.6 Furthermore, it shall be the sole and absolute responsibility of TELUS to notify any other person or body of which it is aware or otherwise notified by the County, which is operating any equipment, installations, utilities, or other facilities, within the Rights-of-Way where such Work is to be conducted, of the details of the anticipated Work so as to minimize the potential interference with or damage to such existing equipment, installation, utilities, and other facilities by the said Work, and so as to maintain the integrity and security thereof. Should any dispute arise between TELUS and any other user of the Rights- of-ay, the Parties to this Agreement will work together in good faith to resolve the dispute.

8.0 Highways

- 8.1 Both the County and TELUS acknowledge and agree that only those Highways specified on any Permit issued to TELUS for its Work, or such further Highways of the County as the County may expressly agree following the issuance of the applicable Permit, are the only Highways authorized for use by TELUS and its agents and/or contractors, for the Works and the Installation.
- 8.2 If and to the extent TELUS wishes, after commencement of the Works pursuant to a Permit, to alter the specific placement of the Installation set out in the Approved Plans, TELUS shall request and obtain the prior written approval of the County Engineer prior to altering the Works contained in the Approved Plan, by way of an amendment of the existing Permit or the issuing of a new Permit.
- 8.3 In the event it becomes necessary, during the construction of the Installation, for TELUS to transport goods by way of oversized loads

on any County Highway(s), TELUS shall obtain all of the necessary permits from the County to do so, including posting any security required pursuant to such permits, and to comply with any reasonable conditions that may be required or imposed by the County at that time. Provision of such approvals shall be subject to the timelines specified in Section 7.

- 8.4 TELUS hereby agrees to comply with the provisions of relevant By-laws of the County with respect to weight restrictions on the Highways, unless and until it receives the express written permission of the County Engineer to be exempted from the weight restrictions, with such permission and terms of such permission at the sole and absolute discretion of the County Engineer.

9.0 Decommissioning and Relocation

- 9.1 In the event the County, acting reasonably, deems it necessary or requires that the Installation be relocated within the Rights-of-Way for a bona fide municipal purpose and, or be altered in its location on the Rights-of-Way, TELUS hereby agrees to relocate and/or alter the location of the Installation and restore the affected Rights-of-Way, provided that the County gives at least one hundred and eighty (180) days notice in writing to TELUS of the requirement to relocate or alter the location of the Installation, with the timeline for such relocation and/or alteration to be negotiated by the Parties acting reasonably, in an attempt to ensure continued access to the services provided to the customers of TELUS. The costs of any relocation of the Installation, or any part of the Installation, that was installed without TELUS first obtaining the required permits and approvals from the County shall be borne by TELUS solely within a period of five (5) years of the date of the installation, notwithstanding its rights pursuant to the *Telecommunications Act*. The costs of any relocation of the Installation, or any part of the Installation that was installed with TELUS first obtaining the required permits and approvals from the County, shall be reimbursed by the County in accordance with the provisions of **Schedule "C"** hereto. It is acknowledged and agreed that in the event weather conditions negatively impact the ability of TELUS to comply with the provisions of this paragraph within the timeline agreed to, the said timeline shall be extended accordingly to allow for the delay caused by adverse weather conditions.
- 9.2 Where TELUS advises the County in writing that it no longer requires the use of any Equipment, TELUS shall, at the County's request and

within a reasonable period of time as agreed to by the Parties, at the sole cost and expense of TELUS:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**");
- (c) Where, in the reasonable opinion of the County Engineer, the Abandoned Underground Structures will interfere with any County-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation or other agreed to time of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove such Equipment and restore the ROWs within the time specified above and to the reasonable satisfaction of the County Engineer, the County may complete such removal and restoration and the Company shall pay the associated County's Costs.

- 9.3 In the event TELUS fails to decommission and remove the Installation in accordance with the requirements of the County Engineer above, within one (1) year of the County Engineer advising that the County requires the removal of the Installation, the County, at its option, upon reasonable final notice to TELUS, in writing, shall have the right to remove and dispose of all or part of the Installation as the County may determine, acting reasonably, and TELUS: (1) shall have no recourse against the County for any losses, costs, expenses or damages as a result thereof; and (2) shall be liable for any and all reasonable costs directly incurred by the County in effecting the said removal and disposal of all or part of the Installation, subject to any limitations in recovery of costs in accordance with the provisions of **Schedule "C"** hereto.

10.0 Tree Clearing and Replacement

- 10.1 Prior to commencement of the Works, the County, or its consultant, and TELUS shall jointly identify the trees and related Tree Work that will be required for the completion of the Works.
- 10.2 Within ninety (90) days of TELUS advising the County that it has completed the initial Installation, the County, or its consultant, shall advise TELUS in writing of any and all trees that the County claims were damaged, providing evidence, as a result of the Installation and associated Works (the "**Tree Notice**").
- 10.3 Following the Tree Notice being delivered, or should the County fail to provide the Tree Notice within ninety (90) days as required, the liability of TELUS with respect to trees and related Tree Work shall be limited to the trees identified in the Tree Notice. Following the delivery of the Tree Notice, TELUS may choose to invoke Section 27 "Dispute Resolution" of this Agreement.
- 10.4 In the event that trees along the Highway are removed or damaged beyond repair by TELUS and thereby require removal (a "**Tree Removal**"), and the County, or its consultant, advising TELUS of Tree Removal(s) being required, TELUS shall, subject to requirements under Applicable Law and at its own and sole expense, completely remove the tree(s), including any residual tree stumps to a level below grade and to restore and remediate the surface where the tree(s) were located to an even grade.
- 10.5 Further, for each Tree Removal, TELUS shall, at the sole option of the County, provide the County with the tree replacement fee set out in **Schedule "B"** hereto.

11.0 Method of Construction

- 11.1 TELUS shall construct the Installation subject to the Approved Plans and any associated permits.
- 11.2 TELUS shall not deviate from any locations set out in Approved Plans without the prior written approval of the County Engineer. TELUS shall be required to provide the County Engineer, within ninety (90) days of the completing construction of the Installation, As-Built Drawings (electronically) satisfactory to the County Engineer, which drawings shall also note the date of completion of the Installation and any related construction aspects of the Works.

- 11.3 TELUS shall provide all required traffic control in accordance with the "Ontario Traffic Manual Book 7", and in accordance with the standards of the County, all of which TELUS is required to seek and obtain from the County prior to construction being commenced.

In the event there is any conflict between the standards mandated in Ontario Traffic Manual Book 7 and the standards of the County, the standards of the County shall take precedence.

12.0 Insurance

- 12.1 TELUS shall during the construction of the Installation procure and maintain commercial general liability insurance (the "**Construction Insurance Policy**"), shall file a copy of the certificate of insurance with the County, and the said Construction Insurance Policy shall:

- (a) be comprised of primary and/or umbrella coverage with a limit of not less than five million dollars (\$5,000,000.00) per occurrence; and
- (b) cover all operations and liabilities assumed under this Agreement, and include coverage for the following:
 - (i) premises and operations
 - (ii) blanket contractual
 - (iii) broad form property damage
 - (iv) contingent employer's liability
 - (v) cross liability
 - (vi) severability of interests
 - (vii) owners and contractors protective
 - (viii) personal injury
 - (ix) employees as additional insureds
 - (x) non-owned automobile including SEF # 96
 - (xi) hostile fire
 - (xii) attached machinery

(xiii) sudden and accidental pollution

- 12.2 TELUS shall also procure and maintain automobile liability insurance with limits of not less than five million dollars (\$5,000,000) each accident and insuring against claims for bodily injury and property damage arising out of the use or operation of TELUS' owned or leased vehicles used in the performance of this Agreement.
- 12.3 The commercial general liability insurance policy required herein shall include a provision whereby the insurers will endeavour to provide the County thirty (30) days prior written notice of cancellation. Such notice shall be filed with the County Engineer, Infrastructure and Planning Services Department, 360 Fairview Avenue West, Essex, Ontario N8M 1Y6, and via facsimile at 519-776-4455.
- 12.4 The commercial general liability insurance required herein shall include the County as an additional insured but only with respect to liability arising out of TELUS' operations under this Agreement.
- 12.5 TELUS shall provide the County with confirmation, in a form acceptable to the County in its sole discretion, acting reasonably, that TELUS or its contractors have WSIB coverage in place.

13.0 Restoration

- 13.1 Any restoration work required by TELUS under this Agreement shall be subject to the approval procedures in Section 7.

14.0 Protection of Highways, Access, and Future Expansion

- 14.1 TELUS expressly acknowledges and agrees that it shall not unduly interfere with the right of free and legal use of the Rights-of-Way by all persons entitled to use them during completion of the construction of the Installation and will follow all direction of the County Engineer, acting reasonably, with respect to access by other users of the Rights-of-Way.
- 14.2 TELUS further acknowledges and agrees that:
- (a) the County has an overarching responsibility to ensure that the Rights-of-Way, are operated and utilized in a manner that

ensures safety of users and that maintains the traffic carrying ability and physical integrity of the Rights-of-Way; and

- (b) in light of the responsibility of the County, TELUS shall complete the construction of the Installation in such a manner so as not to harm the structural integrity of the Rights-of-Way, or interfere with the safety of users of the Rights-of-Way, during construction and future maintenance of the Installation.

Protection of Rights-of-Way/Highways from Damage

- 14.3 No tracked or overweight equipment shall be placed by TELUS on the Highways and/or Rights-of-Way unless County approved protection methods are in place, and with special care and attention being provided with respect to the paved surface of the Rights-of-Way.

Accommodation of County Moving Permits

- 14.4 It is a requirement of this Agreement, that the Highways and associated Rights-of-Way remain open and available at all times for use by users of the Highways and associated Rights-of-Way, including users who have been issued oversized/super-load permits by the County. To this end, TELUS shall ensure that there remains a minimum of 5.0 metres of passable lane available to traffic at all times or as agreed to by the County.

15.0 Schedule of Installation to County Structures

- 15.1 Following execution of this Agreement, TELUS shall provide a schedule of the construction of the Installation to the County, which schedule is subject to approval by the County, in its sole and absolute discretion, acting reasonably.

16.0 Environmental Liability

- 16.1 The County is not responsible, either directly or indirectly, for any damage to the natural environment or to any property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill, or release, of any hazardous substance directly attributed to TELUS' occupation or use of the Rights-of-Way as part of this Agreement and the Installation.

- 16.2 TELUS agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs, or expenses, whatsoever, directly related to the construction of the Installation, any future removal of same, and/or its use of the Rights-of-Way as part of the construction and future maintenance of the Installation and/or any future removal of same, including, without limitation, any liability for the clean-up, removal, or remediation of any hazardous substance on or under the Rights-of-Way that directly result from:
- (a) the occupation, operations, or activities of TELUS, its contractors, agents, or employees, or by any person with the express or implied consent of TELUS within the Rights-of-Way; or
 - (b) any Works brought or placed within the Rights-of-Way by TELUS, its contractors, agents, or employees, or any person with the express or implied consent of TELUS;
- 16.3 unless such environmental liabilities (including, without limitation, any liability for the clean-up, removal, or remediation of any hazardous substance) were caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the County or those for which it is responsible under Applicable Laws.

17.0 Emergency

- 17.1 Prior to commencement of the Installation, the County and TELUS shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.
- 17.2 As soon as is reasonably possible after an Emergency involving the Installation is discovered, TELUS shall notify the applicable authorities and advise the County Engineer by telephone and shall keep the County Engineer advised throughout the emergency. Subject to Section 25, if the Emergency is caused by the negligence or willful misconduct of TELUS, then TELUS shall reimburse the County for its costs incurred in connection with the Emergency. Forthwith after the Emergency, TELUS shall provide a written report to the County Engineer of what restoration Work needs to be undertaken with respect to the Installation, which Work shall be subject to the approval process in Section 7.
- 17.3 Should TELUS fail to comply with its obligations pursuant to this Section of the Agreement to the satisfaction of the County Engineer,

in his reasonable discretion, the County may complete any and all necessary restoration Work following an Emergency, or retain a qualified third party contractor to do so, and shall charge the amounts for same, plus any and all other expenses incurred by the County, which includes, but is not limited to the time expended by the County to oversee the work and for any additional third party expenses, to TELUS. TELUS expressly agrees to pay for said charges forthwith upon demand from the County.

- 17.4 Should the Emergency be discovered by the County, the County shall as soon as reasonably practicable contact TELUS and, as circumstances permit, allow TELUS a reasonable opportunity to remove, relocate, protect, or otherwise deal with the affected Equipment, having regard to the nature of the Emergency. Notwithstanding the foregoing, the County may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment, and TELUS shall pay the County's costs that are directly attributable to the Work or the presence of the Equipment in the Rights-of-Way related to addressing the Emergency.

18.0 Urgent Highway Repairs

- 18.1 During construction of the Installation or any other Works, should the County determine that urgent repairs related to an Emergency to the Highway are required, and which repairs are not required as a result of the Works, TELUS shall immediately cease any Works underway to permit the County to complete the repairs it deems necessary, in the County's reasonable discretion.

19.0 Record Drawings and Locates

- 19.1 TELUS shall provide the "as constructed" Installation (with sufficient detail to the reasonable satisfaction of the County) for the records of the County by electronic copy prepared in an AUTOCAD, CAD, or GIS environment, prior to release of any deposits or securities (including the Security).
- 19.2 TELUS agrees that it shall, throughout the Term, at its own cost, record and maintain adequate records of the locations of its Equipment.
- 19.3 Each Party shall, at its own cost and expense, at the request of the other Party (or its contractors or authorized agents), physically

locate its respective facilities by marking the Rights-of-way using paint, staking, or other suitable identification methods ("**Locates**"), under the following circumstances:

- (a) in the event of an Emergency, as soon as practicably possible, during which the requesting Party will ensure that it has a representative on site to ensure that the area of the Locates is properly identified; and
- (b) in all other circumstances, within a reasonable time and for reasonable purpose as agreed upon by the Parties.

19.4 The Parties agree to respond within fifteen (15) business days to any request from the other Party for a mark up of County owned structures in the Rights-of-Way or the Equipment of TELUS in the Rights-of-way, as the case may be, and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

20.0 Payment of Fees

20.1 TELUS covenants and agrees to pay to the County the fees, charges and County's Costs in accordance with this Agreement, including the fees and charges set out in **Schedule "B"**.

20.2 Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than sixty (60) days after the date of the invoice.

20.3 TELUS shall pay, and shall expressly indemnify and hold the County harmless from, all taxes lawfully imposed now or in the future by the County or all taxes, rates, duties, levies or fees lawfully imposed now or in future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the County, that are attributable to TELUS' use of the Rights-of-way.

- 20.4 TELUS shall not assume any costs for relocations initiated by the County for purposes such as beautification projects or project initiated to provide concessions to Third Parties.

21.0 Force Majeure

- 21.1 Except for the Parties' obligations to make payments to each other under this Agreement, if either Party is prevented from carrying out its obligations under this Agreement by reason of any cause beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). Such Party shall be relieved from such obligations while such inability continues; provided, however, that this Section shall not relieve a Party from its obligations to indemnify the other as contemplated herein, and provided further that nothing herein shall require either Party to settle any labour or similar dispute unless it is in the best interests of such Party to do so.

22.0 Applicable Laws

- 22.1 It is acknowledged and agreed by the Parties that this Agreement is subject to the provisions of all Applicable Laws of the Province of Ontario.

23.0 Notices

- 23.1 Any notice to be given under any provisions of this Agreement shall be:
- (a) Provided to the County by delivering the notice to the Clerk of the County by any of the following:

By registered mail, postage prepaid, addressed to the County as follows:

The Corporation of the County of Essex
Attention: County Clerk
360 Fairview Avenue West
Essex, Ontario N8M 1Y6

By email, emailed as follows:

To: mbirch@countyofessex.ca with a copy to the County Solicitor at dsundin@countyofessex.ca

By facsimile, by transmission as follows:

To: 519-776-4455

- (b) Provided to TELUS by delivering the notice to the Director, Regulatory Affairs, of TELUS by any of the following:

By registered mail, postage prepaid, addressed to TELUS as follows:

TELUS Communications Inc.
Attention: Director, Regulatory Affairs
Telecom Policy & Regulatory Affairs
10th Floor, 10020-100 Street NW
Edmonton, Alberta T5J 0N5

By email, emailed as follows:

To: Frederic.Sua@TELUS.com with a copy to Regulatory.Affairs@TELUS.com

- 23.2 If any notice is sent by facsimile or other electronic transmission, the notice shall be deemed to have been given on the next business day following its transmission. If any notice is sent by mail, the same shall be deemed to have been given on the fifth (5th) day following the posting of the notice, whether signed for or not, but provided that in the event of a disruption in postal service, either at the point of mailing or the point of delivery, any notice sent by mail shall be deemed to have been given on the day when it is actually received by the addressee of such notice.

24.0 Assignment

- 24.1 TELUS may not assign any part of this Agreement without the express written consent of the County, which consent shall not be unreasonably withheld. TELUS further acknowledges that any proposed assignee shall be required to covenant, in favour of the County, to assume full responsibility of this Agreement.

25.0 Liabilities and Indemnification

25.1 For the purpose of this Section 25, the following definitions shall apply:

- (a) "**County**" means the County and its elected and appointed officials, officers, employees, contractors, agents, successors, and assigns;
- (b) "**TELUS**" means TELUS and its directors, officers, employees, contractors, agents, successors, and assigns;
- (c) "**Claims**" means any and all claims, actions, causes of action, complaints, demands, suits, or proceedings of any nature or kind;
- (d) "**Losses**" means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs (as defined immediately below) and expenses; and
- (e) "**Costs**" means those costs or expenses (including, without limitation, all reasonable legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

25.2 TELUS hereby indemnifies the County from and against all Losses and/or Costs, incurred by the County in connection with this agreement as a result of any Claim, action, suit or proceeding based on a Claim of injury to any person, including injury resulting in death or damage to property of any Third Party, including property of the County caused by or attributable to the omission, negligence, willful misconduct or gross negligence of TELUS, its officers, employees, agents, contractors, licensees or invitees.

25.3 The County hereby indemnifies TELUS from and against all Losses and/or Costs incurred by TELUS in connection with this Agreement as a result of any Claim, action, suit or proceeding based on a Claim of injury to any person, including injury resulting in death or damage to property of any Third Party, including property of TELUS caused by or attributable to the omission, negligence, willful misconduct or gross negligence of the County, its officers, employees, agents, contractors, licensees or invitees.

- 25.4 Neither party shall be required to indemnify the other party to the extent any such damage or losses arise out of or are caused by a breach of this Agreement or any unlawful act or any negligent act or omission by the other party or any third party. This Section shall survive the termination of this Agreement.
- 25.5 Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

26.0 Counterparts

- 26.1 If either Party commits a breach of or otherwise fails to comply with any of the provisions of this Agreement, the other Party shall give notice in writing to the breaching Party specifying the breach complaint. In the event the breaching Party fails to remedy such breach within sixty (60) days of receipt of such notice (or such longer period of time having regard to the nature of the breach as the notifying Party may reasonably deem appropriate), the matter shall be addressed in accordance with Article 24 of this Agreement, being the Dispute Resolution provisions provided for hereunder. If the matter cannot be resolved pursuant to the Dispute Resolution provisions, then the notifying Party may terminate this Agreement on written notice.

27.0 Dispute Resolution

- 27.1 The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (the "**Dispute**") promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party's receipt of written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

- 27.2 Except where clearly prevented by the nature of the Dispute, the County and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 27.

28.0 Confidentiality

- 28.1 The Parties agree not to use Confidential Information provided by the other for any purposes other than performance of the Agreement. The Parties shall protect the confidentiality of the Confidential Information to the same degree or greater as the Parties protect the confidentiality of their own respective Confidential Information which, in any event, shall not be less than a reasonable degree of care. The Parties shall not disclose any Confidential Information to any Third Party unless such disclosure is consented to in writing by the other Party or otherwise required by law and then only after the affected Party has been provided written notice of such requirement.
- 28.2 Information that was lawfully in either Party's possession before receipt of it from the other Party, or information that is or becomes a matter of public knowledge through no fault of either Party, or was independently discovered or developed by either Party, is not considered Confidential Information under the Agreement.
- 28.3 The duties and obligations to protect the Confidential Information survive termination of the Agreement and must continue until the Party originally claiming the information to be Confidential Information releases that claim by deed or action.
- 28.4 Improper disclosure or use of Confidential Information may cause irreparable harm to TELUS or the County, as the case may be, and such harm may not be adequately compensated by damages. As a result, in addition to all other remedies either Party may have, either Party may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use of any Confidential Information contrary to the provisions of the Agreement.
- 28.5 Each Party will indemnify and save the other Party harmless from and against any and all liabilities, claims, suits or actions, losses, costs, damages and expenses which may be brought against or suffered by the other Party as a consequence of the unauthorized

disclosure by the indemnifying Party of the Confidential Information of the other Party.

29.0 General Terms

- 29.1 This Agreement shall be construed with all changes in number and gender as may be required by the context.
- 29.2 Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference.
- 29.3 The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions of the remainder of the Agreement shall remain valid and of full force and effect.
- 29.4 The Parties hereby acknowledge and agree that this Agreement is solely a road user agreement, and that no relationship is formed between the Parties in the nature of a joint venture, partnership, co-ownership arrangement or other similar relationship.
- 29.5 This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.
- 29.6 No waiver of any part of this Agreement shall be effective unless in writing and no such waiver shall be deemed a waiver of any other provision in this Agreement or a continuing waiver unless agreed to in writing by the Parties.
- 29.7 The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 29.8 This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the

understandings between the Parties, with respect to the Services hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties. This Agreement shall extend to, benefit, and bind the Parties hereto, and their respective successors and permitted assigns.

The Parties hereto have each electronically executed this Agreement, written on this and the preceding twenty-five (25) pages, with effect from the day first written above.

**THE CORPORATION OF THE COUNTY
OF ESSEX**

Per: Hilda MacDonald, Warden

Per: Mary Birch, Clerk

We have authority to bind the County.

TELUS COMMUNICATIONS INC.

Per: Bruna Nardi, Director,
Regulatory Affairs

Per: Paul Totino, Manager
Planning & Engineering

We have authority to bind TELUS.

Schedule "A"

Scope and Construction Standards

1.0 Overview

- 1.1 This **Schedule "A"** describes the Work and process to be performed and followed by TELUS and the County, and the specifications to which the Parties shall adhere to. This **Schedule "A"** Scope and Construction Standards, may be modified and amended as required in accordance with the terms of the Agreement, or as further agreed by the Parties in writing.
- 1.2 For the purposes of this **Schedule "A"**, acronyms and terms that are not defined herein shall have the meanings ascribed to them in the Agreement.
- 1.3 The Parties agree that for the purpose of this **Schedule "A"** and the Agreement, the following Annexes form part of the Agreement and describe, outline and determine the scope of Work, requirements and Constructions Standards applicable to each.
- 1.4 The Annexes to this Schedule are:
- (a) Annex 1: "**Work on Rights-of-Way**" meaning the installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by TELUS within the Rights-of-way, for the purpose of providing Telecommunications.
 - (b) Annex 2: "**Work on County Owned Structures**" meaning the installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of all Equipment attached to County Owned Structures with respect to telecommunication Equipment, including the necessary Attachments for the purpose of providing Telecommunications.

2.0 Construction Standards

- 2.1 TELUS shall comply with the procedures, standards and guidelines described in the Agreement and each Annex hereto, as applicable and any tables, charts, figures or other attachments forming part of any Annex, as applicable.

- 2.2 All Work carried out by TELUS shall comply with the Standards and requirements outlined in any Schedule or Annex, as applicable and shall also comply with all applicable federal and provincial statutes, regulations, and applicable guidelines and rules thereto.
- 2.3 The Party requesting changes to this Article 2 ("Construction Standards") will provide notice to the other Party in accordance with the terms of the Agreement.
- 2.4 All Work shall be conducted and completed to the reasonable satisfaction of the County and in accordance with:
- (a) Applicable Laws (and, in particular, all laws and codes relating to occupational health and safety);
 - (b) this Agreement; and
 - (c) the applicable Permits issued by the County.
- 2.5 Notwithstanding Section 2.4 of this **Schedule "A"**, and any other provision of the Agreement, to the extent that any standards of the County are, or become inconsistent or contradict, the terms of this Agreement, or the *Telecommunications Act*, or impose costs not mutually agreed to on TELUS, TELUS shall not be required to comply with such standards.
- 2.6 The County may order the stoppage of the Work for any bona fide County purpose or cause relating to public health and safety or any circumstances beyond its control. In such circumstances, the County shall provide TELUS with a verbal order and reasons to stop the Work and TELUS shall cease the Work immediately. Within two (2) business days of the verbal order, the County shall provide TELUS with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the County shall advise TELUS immediately that it can commence the Work.
- 2.7 TELUS shall use its reasonable efforts to minimize the necessity for road cuts, construction and the placement of new Equipment within the Rights-of-way by coordinating its Work and sharing the use of support structures with other existing and new occupants of the Rights-of-way.
- 2.8 TELUS shall participate in a utility co-ordination committee, should one be established by the County, and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.

Annex 1 to Schedule "A"

Work on Rights-of-Ways

1.0 Overview

- 1.1 This Annex describes the Work and process to be performed and followed by TELUS and the County, and the specifications to which the Parties shall adhere to when carrying out Work on the Rights-of-Way. This Annex "1" Work on the Rights-of-Way, may be modified in accordance with the terms of the Agreement.

2.0 Equipment Location

- 2.1 Where required by the County, TELUS shall, no later than ninety (90) days after completion of any Work, provide the County Engineer with accurate "As-Built Drawings", prepared in accordance with such reasonable standards as may be required by the County Engineer, sufficient to accurately establish the plan, profile and dimensions of the Equipment installed within the Rights-of-Way. Such drawings shall only be used for the purposes of facilitating the County Engineer's conduct of planning and issuance of Work permits. The "As-Built Drawings" must be protected through reasonable measures and must not be shared beyond those who require it for the purposes described above, nor must they be used for any other purpose or combined with other information.
- 2.2 Where the location of any portion of the Equipment in a Right-of-Way is located outside a distance of one (1) metre horizontally (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the County) and, as a result, the County is unable to install its facilities within the affected Rights-of-Way in the manner it expected based on the Permit or as-built drawings (the "**Conflict**"), the following shall apply:
- (a) The County shall notify TELUS of the Conflict, and TELUS shall, in consultation with the County, use commercially reasonable efforts to attempt to resolve the Conflict.
 - (b) If TELUS is unable to resolve the Conflict to the reasonable satisfaction of the County and in a reasonable period of time, taking into consideration the circumstances of the situation, then TELUS shall pay the County the County's costs that arises as a direct result of the Conflict.

3.0 Agents and Sub-contractors

- 3.1 Each party agrees to work with the other Party directly to resolve any issues arising from any acts, omissions or performance of its agents and sub-contractors.

4.0 Remedial Work

- 4.1 Following the completion of any Work, TELUS shall leave the Right-of-Way in a neat, clean, and safe condition and free from nuisance, all to the reasonable satisfaction of the County. Where TELUS is required to break or otherwise disturb the surface of a Right-of-Way to perform its Work, it shall repair and restore the surface of the Right-of-Way to substantially the same condition it was in before the Work was undertaken, all in accordance with the standards of the County and to the reasonable satisfaction of the County Engineer.

5.0 Road Restoration

- 5.1 If TELUS has excavated, broken up or otherwise disturbed the surface of a Right-of-Way, the requirements for TELUS completing the road restoration work will vary depending on if and when the pavement has been recently repaved or overlaid, as follows:
- (a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the County may require that TELUS grind and overlay the full lane width of pavement in the Right-of-Way;
 - (b) if pavement has been repaved or overlaid during the two (2) year period immediately prior to the date of issuance, then the County may require that TELUS grind and overlay the full width of the pavement in the Right-of-Way;
 - (c) in either subsections (a) or (b) above, if Third Parties, including the County as a provider of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between TELUS and the Third Parties on the basis of the area of their respective cuts;
 - (d) the County will not require grind and overlay under subsections (a) or (b) above for road restoration work involving:

- (i) service connections to buildings where no other reasonable means of providing service exists and TELUS had no requirement to provide service before the new pavement was placed;
 - (ii) emergencies; and
 - (iii) other situations reasonably deemed by the County Engineer to be in the public interest; and
- (e) If the County has required TELUS to grind and overlay under either subsections (a) or (b) above, TELUS will have no obligation to pay Pavement Degradation fees under **Schedule "B"** in relation to that pavement.

6.0 Repairs

- 6.1 Where weather limitations or other external conditions beyond the control of TELUS do not permit it to complete a final repair to the Right-of-Way within the expected period of time, TELUS may complete a temporary repair to the Right-of-Way; provided that TELUS replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the Right-of-Way by TELUS shall be performed in accordance with the standards of the County and to the reasonable satisfaction of the County Engineer.
- 6.2 If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency.
- 6.3 TELUS warrants its temporary repair, to the reasonable satisfaction of the County until such time as the final repair is completed by TELUS, or, where the County is performing the final repair, for a period of two (2) years or until such time as the final repair is completed by the County, whichever is earlier. TELUS shall warrant its final repairs for a period of two (2) years from the date of their completion.
- 6.4 Where:
 - (a) TELUS fails to complete a temporary repair to the reasonable satisfaction of the County within seventy-two (72) hours of being notified in writing by the County, or such other period as may be agreed to by the Parties; or

- (b) TELUS and the County agree that the County should perform the repair, then the County may affect such work necessary to perform the repair and TELUS shall pay the County's Costs of performing the repair.

Annex 2 to Schedule "A"

Work on County Structures

1.0 Overview

- 1.1 This Annex describes the Work and process to be performed and followed by TELUS and the County, and the specifications to which the Parties shall adhere to when carrying out Work on County Structures. This Annex 2 to **Schedule "A"** of the Agreement, Work on County Structures, may be modified in accordance with the terms of the Agreement.
- 1.2 The County hereby grants TELUS a non-exclusive right to place, attach install, operate, upgrade, maintain, Work and remove Attachments, in, on or to certain County Structures, subject to TELUS obtaining the appropriate permit from the County to do so, and which are subject to change upon mutual agreement by the Parties. While performing such Work TELUS shall comply with the terms of the Agreement and follow the procedures and guidelines detailed in this Annex 2.
- 1.3 The County grants TELUS a non-exclusive right to use any of the County's existing conduit that may be necessary for TELUS to run power and fibre to each Attachment and the County also grants TELUS the right to connect to the County's existing power source, whenever possible.
- 1.4 TELUS covenants and agrees to pay the County the fees associated with the permits and that TELUS requires in connection with the Work, and the fees set out in **Schedule "B"** with respect to the power consumption of the Attachments.

2.0 Approval

- 2.1 TELUS will, in accordance with the terms of the Agreement, provide the County Engineer the following:
- (a) a detailed description of the Attachment;
 - (b) a detailed engineering plan showing the proposed location of the Attachment;
 - (c) a detailed description of the scope of the Work required to place, attach, or install the Attachment;

- (d) a schedule setting out the proposed timetable for the commencement, performance, and completion of the Work; and
- (e) any other information as the County Engineer may reasonably require.

3.0 Standards of Work

3.1 TELUS will conduct Work on County Structures in accordance with Article 2 of Schedule "A" and will comply with the following Conditions for Work carried out on County Structures:

- (a) The Work shall be performed in a manner that safeguards and protects all other support structures, transmission lines, equipment, facilities and improvements of any kind present on the County Structure at the time of installation;
- (b) Upon completion of any work, TELUS shall repair and/or restore any damage to the County Structure caused by the Work to the condition in which existed prior to the Work, reasonable wear and tear is excepted; and
- (c) If TELUS fails to repair and/or restore the County Structure within thirty (30) business days of being notified by the County, the County may make such repairs and TELUS shall pay the County's repair costs, upon presentation of a detailed invoice.

4.0 Interference

4.1 The County will use best efforts to avoid interfering with the Attachment or Equipment. However, TELUS acknowledges and accepts that the County may, acting reasonably, interfere with the Attachment or Equipment for the operation, repair or maintenance of the County Structure and or improvements. The County agrees that in the event any such repair or maintenance of the County Structure, including improvements, is required, it shall provide TELUS thirty (30) business days prior written notice unless the requirement to repair and/or maintain a County Structure is due to an emergency situation involving the health and safety of the public such that, in the discretion of the County, it would be prudent or reasonably necessary to act in a shorter period of time. TELUS agrees that the County will not be responsible for any costs, losses

or damages suffered by TELUS, as a result of the County's interference with the Attachment or Equipment, unless caused by the willful misconduct or negligence of the County, its elected officials, appointed officers, employees, agents or contractors, and or anyone for whom the County is responsible by law. The County shall use best efforts to not grant any third party using its Facilities a right to unduly interfere with the Attachment or Equipment and further agrees to fully cooperate with TELUS if any Third Party using the County Structures interferes with the Attachment or Equipment.

Schedule "B"

Permits, Fees, and Charges

1.0 Overview

- 1.1 The CRTC allows municipalities to recover all demonstrable "causal costs" attributable to a telecommunication company's project. The Fees outlined below are based on a recovery of costs related to the installation of TELUS' Equipment within the County's Rights-of-Ways.

2.0 Permit Fees

- 2.1 TELUS shall be charged the following:
- (a) Per Kilometre of Highway - \$150.00
 - (b) Tree Replacement Fee - \$300.00

3.0 Pavement Degradation Fees

- 3.1 The following Pavement Degradation Fees shall be charged to TELUS per square metre of pavement:

Pavement Age	Rates
0 to 5 years	\$47.93
6 to 10 years	\$35.95
11 to 15 years	\$23.96
16 to 20 years	\$11.98
21 years and over	N/A

4.0 Wireless Attachment Fees

4.1 The following Wireless Attachment Fees shall be charged to TELUS per small cell per annum:

- (a) 1-75 attachments - \$0.00 per annum per small cell
- (b) 76+ attachments - \$50.00 per annum per small cell

5.0 Power Consumption Fee for Wireless Attachments

5.1 THIS SECTION INTENTIONALLY DELETED – BUT SUBJECT TO NEGOTIATION AND AMENDMENT IN THE EVENT WIRELESS ATTACHMENTS ARE DEPLOYED ON COUNTY STRUCTURES.

Schedule "C" Permits, Fees, and Charges

1.0 Overview

- 1.1 The County shall reimburse TELUS for all Relocation Costs ("in kind" or "like-for-like" Equipment) based upon the following principles, methodologies, and procedures:

Year(s) After Installation of Equipment	Percentage or Relocation Costs paid by County
Year 1	100%
Year 2	100%
Year 3	100%
Year 4	90%
Year 5	80%
Year 6	70%
Year 7	65%
Year 8	60%
Year 9	55%
Year 10	45%
Year 11	40%
Year 12	35%
Year 13	30%
Year 14	20%
Year 15	10%
Year 16	5%
Year 17 +	0%

- 1.2 For Conduit-encased concrete structures, the County shall be responsible for a percentage of the Relocation Costs based on the CRTC methodology as contained in Telecom Decision CRTC 2008-91. The remaining useful life of equipment shall be based on Telecom Decision CRTC 2008-14 for determining the life expectancy of the equipment using straight-line depreciation of the equipment life. TELUS shall be responsible for the remainder of the costs, including any costs to augment its network.
- 1.3 For the purpose of this Schedule "C" Conduit shall mean a reinforced passage or opening in, on, over or through the ground or

watercourses capable of containing communication facilities and includes main Conduits, laterals to poles and into buildings, underground dips, short sections of Conduits, under roadways, driveways, parking lots and similar Conduit installations but excludes Manholes, central-office vaults or other access points and Conduit entering the central office vault.

- 1.4 Where costs directly attributable to a County-initiated requirement to relocate Equipment are incurred as a direct result of work undertaken by or on behalf of the County for beautification, aesthetics, or other similar purposes, such costs are to be entirely borne by the County. These costs include, but are not limited to, depreciation, betterment, and salvage costs.

2.0 Relocation Costs Infrastructure Projects

- 2.1 It is agreed that should the County enter into a cost sharing agreement with the Province of Ontario and/or the Government of Canada for a major infrastructure project, the County's application for such funding will identify all costs associated with the design and construction of that project, including any required relocation of the TELUS' Plant, such that the TELUS' relocation costs can be included in the cost sharing agreement. For clarity, this clause relates to new capital projects that benefit from an equal or higher cost share being covered by provincial and/or federal funding under agreements for that/those specific project(s), and does not apply to funding programs such as Provincial or Federal Gas Tax where the province and/or federal government does not dictate which individual project the funding is for.

3.0 Third Party Relocation Costs

- 3.1 Unless otherwise agreed to between the County and the Third Party, in no event shall the County be responsible under this Agreement for:
- (a) the costs of TELUS to relocate Equipment at the request of a Third Party; or
 - (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment.
- 3.2 Unless otherwise agreed to between TELUS and the Third Party, in no event shall TELUS be responsible under this Agreement for:

- (a) the costs of TELUS to relocate Equipment at the request of a Third Party under this Agreement;
- (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment; and/or
- (c) commencing a relocation of Equipment until TELUS and the Third Party have agreed to relocation costs.

3.3 In order to provide TELUS with the opportunity to budget for Relocations of which the County may have prior knowledge, the County will allow TELUS involvement with the County's PUCC to facilitate and coordinate TELUS's Relocations.

Schedule "D"

Permits Required by the County

WORK ACTIVITY	CC	ROP	Notification only	No Permit or Notification
Any installation of Equipment that requires Excavation ¹ in the ROW, including: – the installation of buried Equipment crossing a road; – the installation of new Above-ground Equipment²; – the relocation of buried Equipment or Above-ground Equipment; – the replacement of existing Above-ground Equipment with equipment that is significantly larger; and – the installation of buried Service Drops that cross a road or a break a hard surface of the ROW.	X	X		
Installation of Attachments			X	
The installation of aerial Equipment (excluding aerial Service Drops)		X		
Tree trimming on ROWs		X		
The replacement of existing Above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)				X
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW				X
Pulling cable through existing underground duct				X
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is minimal physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the County				X

¹ "**Excavation**" means the breaching or breaking up of the hard surface of the ROW, and includes activities such as day-lighting, test pitting, digging pits and directional boring but excludes hand-digging.

² "**Above-ground Equipment**" means, in all cases above, any structure located on the surface of the ROW used to house or support the Plant, and includes cabinets, poles, and lamp poles, but excludes aerial Plant.



Administrative Report

Office of the County Solicitor

To: Warden MacDonald and Members of Essex County Council

From: David Sundin, BA (Hons), LL.B.
County Solicitor

Date: Wednesday, July 19, 2023

Subject: Regional Waste Management Initiative

Report #: 2023-0719-LCS-R11-DMS

Purpose

The purpose of this Administrative Report (the "**Report**") is to provide County Council with an update regarding, and to comply with, the April 19, 2023 Resolution of County Council, being Resolution # 085-2023 (the "**2023 Resolution**"), in which County Council (1) reconfirmed its commitment to exploring a regional approach to both organic waste and traditional waste collection and (2) directed County Administration to report back at a future meeting of County Council with any further feedback received from local municipalities and to present the necessary By-law to upload the collection of waste to the County.

Background

Summary of Timeline

To assist County Council, the following is a summary of what has occurred to date with respect to the Regional Waste Management Initiative that was commenced by the previous County Council, and which has been recommitted to by this County Council is provided below. A more detailed summary is provided in an Administrative Report provided to County Council on April 19, 2023, being Report # 2023-0419-LCS-R04-DMS.

- (1) On October 20, 2021, County Council was provided with a report and delegation from the Essex Windsor Solid Waste Authority ("**EWSWA**") regarding EWSWA's Regional Food and Organics Waste Management Program (the "**Organics Program**"). County Council

was advised at that time that the primary purpose for the Organics Program was to ensure compliance with Ontario's Food and Organic Waste Policy Statement, which requires the City of Windsor, the Town of Amherstburg, the Town of LaSalle, the Municipality of Leamington, and the Town of Tecumseh, to provide for certain levels of collection and diversion of organic waste.

- (2) At the conclusion of the October 20, 2021 meeting of County Council, County Council adopted the following resolution:

THAT Essex County Council consider a Regional approach to the [Organics Program] as it relates to participation from municipalities and report its decision back to [EWSWA] no later than December 31, 2021.

- (3) On February 28, 2022, the Corporation of the City of Windsor (the "**City**") made the following decision (the "**City Resolution**"):

That City Council AGREE IN PRINCIPLE to participate in an EWSWA led Regional [Organics Program]; and further, That Administration BE DIRECTED to advise EWSWA of this decision prior to March 31, 2022.

- (4) On March 16, 2022, County Council made the following decision (the "**County Resolution**"):

And further that County Council advise EWSWA prior to March 31, 2022, that all Essex County municipalities will participate in a regional solution for the collection and processing of organic waste material from urban settlement areas, at a minimum, as part of the short-term processing contract commencing January 1, 2025 or immediately upon the expiration of a municipality's existing waste collection contract, whichever is later.

- (5) On June 1, 2022, members of County Council from the Town of Essex and the Town of Kingsville, whose Towns are not currently required to meet certain collection and diversion targets brought 2 similar Motions, seeking support for a Regional approach to all waste collection with the cost becoming part of the County's tax levy.

- (6) Those 2 similar Motions were further considered at a meeting of County Council held on June 15, 2022, at which time County Council unanimously resolved (the "**2022 County Resolution**") the following:

That Essex County Council direct Administration to work with [EWSWA] to prepare a report on potential cost savings to be realized by transferring the jurisdiction of garbage collection from local municipalities to the County and ultimately EWSWA, to manage garbage collection services for the County municipalities.

That Essex County Council direct Administration to conduct consultations and seek formal concurrence from each local municipality, in accordance with Section 189(2) of the Municipal Act, 2001, to transfer the jurisdiction of garbage collection, and examine the individual potential impacts of recovering fees for all waste and/or organic collection and disposal from a user fee pay system to a tax levy billing system

- (7) Further to the 2022 County Resolution:
- (a) County Administration and EWSWA consulted with the CAOs of the local municipalities to confirm there is broad administrative support for pursuing a Regional approach to waste collection;
 - (b) EWSWA retained a consultant to conduct a fulsome "Waste Collection Review", with part of the scope being the completion of an analysis of the potential cost savings to be realized by transferring the jurisdiction of waste collection to the County. The results of that consultant's report are described in more detail below;
 - (c) County Administration reported back to County Council on April 19, 2023, which resulted in the 2023 County Resolution;
 - (d) Meetings have been, or will be held, with the local municipalities to provide information and to seek feedback prior to this Report and the related By-law being presented to County Council. The details of the meetings held to date, or that will be held, are outlined in more detail below;

- (e) The draft By-law to upload the collection and delivery of waste to the County has been drafted and circulated to the local municipalities for comment, but with no comments being provided to date; and
- (f) County Administration and EWSWA have initiated a working group to explore, among other things, (1) setting a base service level, (2) discussing how enhanced services can be added on to the base service level by a local municipality, and (3) beginning to discuss whether the Regional program should be funded from (a) the general levy, (b) a user fee system, or (c) a combination of general levy and user fee.

Meetings with Local Municipalities

County Administration and EWSWA have jointly made the following presentations to the local municipalities:

- (1) Town of Tecumseh – March 14, 2023 – Following the presentation to Council for the Town of Tecumseh, Town Council made a resolution in support of the concept of a regional approach to waste management.
- (2) Town of Essex – May 1, 2023 – Following the presentation to Council for the Town of Essex, Town Council made a resolution in support of the concept of a regional approach to waste management.
- (3) Municipality of Leamington – May 31, 2023 – Following the presentation to Council for the Municipality of Leamington, the Council for the Municipality endorsed the concept of a regional approach to waste management.
- (4) Town of Amherstburg – June 26, 2023 – Following the presentation to Town Council, Town Council endorsed the concept of a regional approach to waste management for further exploration.

County Administration and EWSWA have recently been invited to make a presentation to LaSalle Council, which presentation is expected to be made on July 25, 2023.

EXP Report

As mentioned above, EWSWA retained a consultant, namely EXP Services Inc. ("**EXP**"), to, among other things, assist in a broad waste collection

review. The final Report of EXP was provided to EWSWA on May 23, 2023 (the "**EXP Report**"), and was formally provided to the Board of EWSWA on July 12, 2023. A copy of the EXP Report is appended to this Report as **Schedule "A"**.

The EXP Report included a number of conclusions and recommendations. The following is a summary of the conclusions and recommendations contained in the EXP Report:

General Conclusions

- (1) The municipal experience in Ontario and elsewhere indicates *Every Other Week* ("**EOW**") garbage collection is a best practice waste management policy that supports effective waste diversion behaviours, especially in Source Separated Organic Waste ("**SSO**") programs.
- (2) EOW garbage collection may provide potential garbage collection cost savings.
- (3) Bag limits are not an effective means of encouraging the diversion of SSO from garbage unless the bag limits are extremely low. However, this can lead to complaints of discrimination from households that legitimately generate garbage that cannot be otherwise diverted (e.g., multi-generational households, households that use diapers).
- (4) Clear bag garbage policies have been shown to be effective at diverting SSO and Blue Box material from the garbage stream and is becoming increasingly common across Ontario municipalities.
- (5) Concerns about clear bag programs are well understood and can be managed through careful program design, implementation, and communications. Implementation of clear bag policies require the updating of municipal waste management by-laws to ensure applicability and enforceability.

General Recommendations

- (1) Implementation of a County wide SSO program should be done through both urban and rural areas. This approach will provide equitable service delivery and better position the County for when the proposed provincial landfill ban on SSO is implemented.

- (2) EOW garbage collection should be implemented concurrently in areas where curbside SSO collection is introduced.
- (3) Clear bags for garbage should be adopted to motivate residents to only throw garbage in these bags and not SSO or recyclables.
- (4) A By-law review should be undertaken once curbside collection programs and policies are confirmed, to ensure By-laws support the new programming.

Collection, Transfer, and Haulage Design Conclusions

- (1) Use of dedicated collection vehicles for the collection of each stream (garbage and SSO) is a more reasonable approach for EWSWA, the City, and the County than co-collection because:
 - (a) There are few, if any, applicable examples of co-collection of garbage with SSO in Ontario, and so it is an untested practice that poses risk;
 - (b) The anticipated SSO tonnage collected is uncertain at this time as it is a new program, and this potential variance could lead to collection inefficiencies; and
 - (c) Introducing co-collection in a weekly SSO / EOW garbage collection program could increase routing and scheduling complexities and thereby increase program risk.
- (2) Implementing a SSO collection program across the Essex-Windsor Region in both rural and urban areas would provide a number of additional benefits, including:
 - (a) Program consistency across service areas, which will reduce the likelihood of conflicting and confusing messaging;
 - (b) Reducing the complexity of program logistics when implementing the new SSO collection / EOW garbage collection, thereby minimizing organizational and planning-related risks;

- (c) Allowing for a less complicated bidding process, which may encourage more accurate and competitive pricing through a less onerous tender process;
 - (d) Maintaining a consistent and equitable level of service to all participating municipalities and their residents;
 - (e) Reducing the potential for acrimony by residents that may feel they are not receiving an equitable level of service;
 - (f) Placing the County and its residents in an advanced state of readiness should the province implement its proposed provincial landfill ban on SSO in 2030; and
 - (g) Avoiding potential confusion and contractual changes that may arise if the rural areas are brought into the program at a later date in response to pressures imposed by the planned provincial SSO landfill ban.
- (3) Consolidation of waste and shipping in larger quantities reduces the number of trips required, resulting in several economic, environmental, and social benefits, including:
- (a) Cost savings;
 - (b) Reduced greenhouse gas and other emissions; and
 - (c) Fewer trucks on local roads.
- (4) SSO transfer and hauling costs are most economical under the EXP Report's SSO Scenario 3. In this scenario, collected SSO is delivered to SSO transfer stations located at EWSWA's Transfer Station Site #1 and the Regional Landfill or SSO direct hauled to the Seaciff facility, depending on the collection origin of SSO. Regionalization of garbage collection does not have a significant impact on the transfer and hauling costs.

Collection, Transfer, and Haulage Design Recommendations

- (1) EWSWA should undertake the next steps toward developing the required SSO transfer stations at Transfer Station Site #1 and the Regional Landfill. Regarding SSO transfer facilities at Transfer Station Site #1, EWSWA has two options available; this includes

- either the construction of a new SSO transfer station next to the existing Transfer Station # 1 that consolidates garbage, or retrofit the transitioning Blue Box Containers Material Recovery Facility ("**MRF**"). While not costed for this study, the EXP team notes that, based on its visual inspection of the site, the Fibre MRF could also potentially be retrofitted as a SSO transfer station; however, this would not be the preferable choice for a SSO transfer station.
- (2) While the use of split trucks for co-collection is not included as a recommendation in this study, it should still be considered as an option when developing the collection tender, particularly if the Board of EWSWA opt for EOW garbage collection. EOW garbage collection may increase the quantities of SSO diverted (and reduce the quantities of garbage collected), therefore making the option of co-collection more feasible. The RFP process should include the option of co-collection of either yard waste or SSO with garbage, which would then allow bidders to determine its suitability and costing.
- (3) SSO collected in Kingsville and Leamington should be directly hauled to Seaclyff Energy in Leamington.

Regionalization Conclusions

- (1) Regionalization (including municipal joint procurement) of waste collection services is an accepted best practice and is well established in Ontario.
- (2) Regionalization can potentially provide not just economic benefits, but also environmental and social benefits, including:
- (a) Cost savings due to increased competition, administrative efficiencies, and improved public participation due to consistency of services and communications across the County;
 - (b) Reduced greenhouse gas and other emissions due to optimized collection routes; and
 - (c) Increased customer satisfaction due to equity in service and better oversight of quality management.

- (3) Regionalization does not appear to have a significant impact on transfer and hauling costs for either garbage or SSO. Rather, potential cost savings with regionalization would most likely be due to increased competition on collection tenders, less travel time due to optimized routing, and operational efficiencies for the Authority and its municipal partners.

Regionalization Recommendations

- (1) It is recommended that EWSWA initiate necessary discussions with the County, its local municipalities, and the City of Windsor, to take steps to have EWSWA collecting waste for the entire Essex-Windsor Region.

Discussion

In light of the above summary of the steps taken to date to implement a Regional Waste Collection Program, and what appears to be support from the local municipalities who have received presentations, a draft By-law has been prepared for County Council's review and consideration. Given one local municipal presentation for the Town of LaSalle remains outstanding (to be conducted on July 25th), Administration intends to seek County Council's approval of the By-law at its August 16th regular meeting. The draft By-law is appended to this Report as **Schedule "B"**.

Once the By-law is passed by County Council, it will then be up to at least 4 of the Councils of the local municipalities, comprising at least 50% of the electors within the County, to pass resolutions consenting to the County's By-law in accordance with the provisions of Section 189(2) of the *Municipal Act, 2001*.

Financial Implications

There are currently no anticipated direct financial implications to the County. Should the collection and delivery of waste be uploaded to the County, the County will recover funds from each local municipality for the new Regional service. It is expected that there will be cost savings and administrative efficiencies for the County municipalities by going to market as a larger group and managing the services regionally.

The potential for cost savings has been highlighted in the EXP Report, as outlined above.

Consultations

In drafting this report, consultations were held with Michelle Bishop, Manager of EWSWA and the County's Finance Department.

Recommendation

That Essex County Council receive this Report for information purposes and background information in considering, discussing, and future voting on the necessary By-law should County Council choose to initiate the process to upload waste collection and delivery to the County from the local municipalities.

Approvals

Respectfully Submitted,

David M. Sundin

David Sundin, BA (Hons), LL.B., County Solicitor

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer and Director,
Financial Services/Treasurer

Appendix Number	Title
Schedule A	EXP Report (To be E-mailed to Council)
Schedule B	Draft By-law



The Corporation of the County of Essex

By-Law Number 2023-XX

A By-law to transfer all power of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste in the County of Essex, pursuant to the provisions of Sections 189 and 190 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

Whereas, on or about September 19, 1990, pursuant to the provisions of Section 209(a) of the *Municipal Act*, R.S.O. 1980, c. 302, by way of By-law No. 2847 all waste management functions, except the collection of waste, the delivery of waste, and the treatment of sewage sludge, were transferred from the lower-tier municipalities of the County of Essex to the upper-tier County of Essex;

And whereas Section 188 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that both "lower-tier power" and "upper-tier power" means a power that may be exercised, among other things, with respect to "waste management";

And whereas Section 189 of the *Municipal Act, 2001*, S.O. 2001, c. 25 provides that "[a]n upper-tier municipality may pass a by-law to provide for, (a) the transfer of all or part of a lower-tier power to the upper-tier municipality from one or more of its lower-tier municipalities which are specified in the by-law; and (b) transitional matters to facilitate the assumption of the lower-tier power";

And whereas Council for the Corporation of the County of Essex deems it expedient to transfer the powers of the lower-tier municipalities of the County of Essex with respect to the collection of waste and the delivery of such waste to the County of Essex;

And whereas this By-law Number 2023-XX is related to By-law No. 2847 (a copy of which is appended hereto as **Schedule "A"**), By-law No. 2866 (a copy of which is appended hereto as **Schedule "B"**), By-law No.

3201-95 (a copy of which is appended hereto as **Schedule "C"**), and By-law No. 3272-97 (a copy of which is appended hereto as **Schedule "D"**).

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) Section 3(c) of By-law No. 2847 be and is hereby repealed, but with all other provisions of By-law No. 2847 remaining in full force and effect;
- 2) The Corporation of the County of Essex hereby assumes all powers and transfers all powers from its lower-tier municipalities with respect to the collection of waste and the delivery of such waste;
- 3) Nothing in this By-law Number 2023-XX shall be deemed to include the storage, processing, and/or treatment of sewage sludge, which power is expressly preserved for the lower-tier municipalities of the County of Essex;
- 4) This By-law Number 2023-XX shall come into force and take effect after:
 - i. the final passing of this By-law 2023-XX by Council for the Corporation of the County of Essex; and
 - ii. a majority of the councils of the lower-tier municipalities forming part of the County of Essex for municipal purposes have passed resolutions giving their consent to this By-law Number 2023-XX, with the total number of electors in the lower-tier municipalities that have passed resolutions giving their consent to this By-law Number 2023-XX forming a majority of all electors in the County of Essex.
- 5) Following this By-law Number 2023-XX coming into force and taking effect:
 - i. the Corporation of the County of Essex may exercise the transferred lower-tier power specified in this By-law 2023-XX;
 - ii. the lower-tier municipalities of the County of Essex are bound by the By-law Number 2023-XX and no longer have the power to exercise the transferred lower-tier power;

- iii. any existing by-law or resolution of a lower-tier municipality that relates to the transferred lower-tier power specified in this By-law 2023-XX shall, to the extent it applies in any part of the affected lower-tier municipality, be deemed to be a By-law or resolution of the County of Essex; and
- iv. any existing by-law or resolution referred to in clause iii. above shall remain in force in the affected lower-tier municipality, or the affected part of the said lower-tier municipality, until the earlier of:
 - a) two years after this By-law Number 2023-XX comes into force; and
 - b) the day the existing lower tier by-law or resolution is repealed by the County of Essex.
- 6) Further, following this By-law Number 2023-XX coming into force and taking effect, the County of Essex may continue anything that any of its lower-tier municipalities began under the transferred lower-tier power specified by this By-law Number 2023-XX but did not complete.
- 7) Further, following this By-law Number 2023-XX coming into force and taking effect, no lower-tier municipality of the County of Essex may exercise any power related to the collection of waste and the delivery of such waste, without the consent of the Corporation of the County of Essex, which consent may be provided by the Corporation of the County of Essex on such terms and conditions as may be deemed expedient during the transition of the power of collection of waste and the delivery of such waste from the lower-tier municipalities of the County of Essex to the Corporation of the County of Essex.
- 8) Council for the Corporation of the County of Essex specifically authorize the Warden and Clerk of the Corporation of the County of Essex to execute such further and other documents as may be required to give effect to this By-law Number 2023-XX, including, but not limited to, for the assignment of contracts related to the collection of waste and the delivery of such waste from the lower-tier municipalities to the Corporation of the County of Essex.

Read a first, second and third time and Finally Passed this Choose an item. **day of** Choose an item., **2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 20XX-XX** passed by the Council of the said Corporation on this Choose an item. **day of** Choose an item., **2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



Summary of Outstanding Reports

Meeting Date: Wednesday, July 19, 2023

Report #: 2023-0719-LCS-R13-MB

Purpose

To provide County Council with a summary of outstanding reports and an estimated timeline for reporting back to Council on such matters.

Items included in this list have been requested by Council resolution during the current term of Council.

Summary Table

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2023-03-15	070-2023 Moved By Kimberly DeYong Seconded By Rob Shepley That Essex County Council direct County Administration to review the feasibility of a tree cutting and site alteration by-law pertaining to designated protected natural heritage features and land identified on the natural environment overlay in the Essex County Official Plan and report back to County Council with recommendations.	Rebecca Belanger researching the matter for early fall reporting.	2023-10-04 Pending

Recommendation

That Essex County Council receive report number 2023-0719-LCS-R13-MB,
Summary of Outstanding Reports as information.

Approvals

Respectfully Submitted,

Mary Birch

Mary Birch, BA, CMO, Director, Legislative and Community Services/Clerk

Concurred With,

Sandra Zwiers

Sandra Zwiers, Chief Administrative Officer



The Corporation of the County of Essex

By-Law Number 2023-25

A By-law to authorize the Execution of a Road User Agreement between Telus Communications Inc. and The Corporation of the County of Essex

Whereas, as a telecommunications common carrier, Telus Communications Inc. requires to construct, install, operate and maintain Equipment (the "Installation"), with portions of the said Installation running in, on, across, along, over, and/or under ("Within") certain Highways, or other public places which are under the jurisdiction of the County of Essex (collectively the "Rights-of-way") or on other County Structures agreed to by the Parties;

And Whereas the County has agreed to grant TELUS a non-exclusive right to access and use the Rights-of-way, provided that such use will not unduly interfere with the public use and enjoyment of the Rights-of-way, nor any rights or privileges previously conferred by the County to other third parties to use the Rights-of-way;

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

1. That the Warden and the Clerk of the Corporation of the County of Essex be, and the same are hereby, authorized to execute the said Road User Agreement, to affix the seal of the Corporation of the County of Essex thereto, as well as any and all other documents necessary to give effect to this By-law.
2. This By-law will come into force and take effect on the final passing thereof.

Read a first, second and third time and Finally Passed this Nineteenth day of July, 2023.

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-25** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-26

A By-law to Appoint Sandra Zwiers as the Chief Administrative Officer for the Corporation of the County of Essex.

Whereas Section 229 of the *Municipal Act, 2001*, S.O. 2001, Chapter 25, authorizes a municipality to appoint a Chief Administrative Officer;

And whereas the Council of the Corporation of the County of Essex deems it desirable to appoint a Chief Administrative Officer;

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That Sandra Zwiers be appointed as Chief Administrative Officer (hereinafter referred to as the "CAO") of the Corporation of the County of Essex (hereinafter referred to as the "County").
- 2) That the effective date of this appointment shall be retroactive to July 4, 2023.
- 3) That the CAO shall in general be responsible for:
 - a) exercising general control and management of the affairs of the Corporation of the County for the purpose of ensuring the efficient and effective operation of the County; and
 - b) performing such other duties as are assigned by the County.
- 4) That the CAO's specific duties and responsibilities shall be set out in the Job Description for the position of CAO for the County, which may be amended from time to time by County Council.

By-Law Number 2023-26

Page 2

- 5) That if the provisions of this By-law Number 2023-26 conflict with any other By-laws of the County, this By-law Number 2023-26 shall prevail.
- 6) That By-law Number 2021-01 and all other By-laws related to prior appointments of a CAO are repealed retroactive to July 4, 2023.
- 7) This By-law shall come into force and take effect on the date of passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-26** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-27

A By-law to authorize the execution of a Servicing and Encroachment Agreement between Conseil Scolaire Catholique Providence and The Corporation of the County of Essex.

Whereas Conseil Scolaire Catholique Providence is seeking approval to enter into a Servicing and Encroachment Agreement with the Corporation of the County of Essex, related to the installation and maintenance of a private drain under County Rd 42;

And whereas it is deemed expedient to grant this request on certain terms and conditions;

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) The Corporation agrees to enter into a Servicing and Encroachment Agreement with Conseil Scolaire Catholique Providence for the purpose of the installation and maintenance of a private drain under County Rd 42 for École Élémentaire Catholique Saint-Ambroise, located at municipal address 2716 County Road 42, in the community of Saint Joachim, in the Municipality of Lakeshore, in the Province of Ontario (the "School"), a copy of which Agreement is attached hereto and forms a part of this By-law.
- 2) The Warden and the Clerk be and the same are hereby authorized to execute the said Agreement on behalf of the Corporation, and affix the Corporation's seal thereto, as well as any and all other documents that may be necessary to give effect to the provisions of this By-law.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-27** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-28

A By-law to Authorize the Execution of an Agreement between the Canadian Union of Public Employees Local 2974.2 and The Corporation of the County of Essex.

Whereas it is deemed expedient to execute an Agreement between the Canadian Union of Public Employees Local 2974.2 and the Corporation of the County of Essex;

Now therefore the Council of The Corporation of the County of Essex enacts as follows:

- 1) That the Warden and Clerk be, and they are hereby authorized to execute an Agreement, dated the 1st day of April 2022, with an expiration date of March 31, 2026, between the Canadian Union of Public Employees Local 2974.2 and the Corporation of the County of Essex, a copy of which is attached hereto.
- 2) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-28** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-29

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and St.
Joachim Lodge Inc.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with St. Joachim Lodge Inc. to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 2718 Highway 42, Lakeshore, ON N0R 1S0.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the County of Essex and St. Joachim Lodge Inc., a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 2021-10 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-30

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and
Village Lodge.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Village Lodge to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 9565 County Road 11, McGregor, ON N0R 1J0.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the County of Essex and Village Lodge, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 22-2015 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-31

A By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Chez- Nous Assisted Living Southwestern Ontario.

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Chez-Nous Assisted Living Southwestern Ontario to provide Residential Services Home Program care to the Corporation of the County of Essex, at the facility located at 6815 Point aux Roches, Stoney Point, ON N0R 1N0.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the County of Essex and Chez-Nous Assisted Living Southwestern Ontario, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 2022-04 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-32

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and
Rosewood Erie Glen.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Rosewood Erie Glen to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 119 Robson Road, Leamington, ON N8H 3V4.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the County of Essex and Rosewood Erie Glen, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 39-2017 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-33

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and
Augustine Villas.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Augustine Villas to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 545 Spruce Street North, Kingsville, ON N9Y 3J1.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and Augustine Villas, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 33-2018 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-34

A By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Building Bridges Erie Shores (the Bridge Youth Centre)

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Building Bridges Erie Shores (the Bridge Youth Centre) to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 310 Sherk Street, Leamington, ON N8H 3L1.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and Building Bridges Erie Shores (the Bridge Youth Centre), a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 2021-13 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-35

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and
Harrowood Seniors Community.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Harrowood Seniors Community to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 1 Pollard Drive, Harrow, ON N0R 1G0.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and Harrowood Seniors Community, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 32-2018 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-36

A By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Heritage Community Residence.

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Heritage Community Residence to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 184 Victoria Street, Amherstburg, ON N9V 2K5.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and Heritage Community Residence, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 2020-22 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-37

A By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and La Chaumiere Retirement.

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with La Chaumiere Retirement to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 1023 County Road 22, RR#1, Belle River, ON N0R 1A0.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and La Chaumiere Retirement, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 17-2015 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex
By-Law Number 2023-38

**A By-law to Authorize the Execution of an Agreement
Between the Corporation of the County of Essex and New
Beginnings.**

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with New Beginnings to provide Residential Services Homes Program care to the Corporation of the County of Essex, at the facility located at 106 Talbot Street West, Leamington, ON N8H 3V4.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the Warden and Clerk be and they are hereby authorized to execute an Agreement between the Corporation of the County of Essex and New Beginnings, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) That immediately after execution of the above referenced Agreement, By-law Number 19-2015 be and is hereby repealed.
- 3) This By-law shall come into force and take effect after the final passing.

**Read a first, second and third time and Finally Passed this
Nineteenth day of July, 2023.**

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-29** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2023-39

A By-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for July 19, 2023 Regular and Closed Council Meetings and for the Special Closed meetings of Council from June 22, 2023 and June 26, 2023.

Whereas under the Section 5(1) of the Municipal Act, 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

Whereas under 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 the proceedings of the Council of The Corporation of the County of Essex, at this meeting be confirmed and adopted by by-law;

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the actions of the Council of The Corporation of the County of Essex in respect of all recommendations in reports of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the County of Essex, documents and transactions entered into during the July 19, 2023 Regular and Closed Council Meetings and for the Special Closed meetings of Council from June 22, 2023 and June 26, 2023, is hereby adopted and confirmed as if the same were expressly embodied in this By-law.
- 2) That the Warden and proper officials of The Corporation of the County of Essex are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation

By-Law Number 2023-39

Page 2

of the County of Essex during the said July 19, 2023 Regular and Closed Council Meetings and for the Special Closed meetings of Council from June 22, 2023 and June 26, 2023 referred to in Section 1 of this By-law.

- 3) That the Warden and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the County of Essex to all documents referred to in said Section 1.

This By-law shall come into force and take effect after the final passing thereof.

Read a first, second and third time and Finally Passed this Nineteenth day of July, 2023.

Hilda MacDonald, Warden

Mary S. Birch, Clerk

Clerk's Certificate

I, Mary S. Birch, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2023-39** passed by the Council of the said Corporation on this **Nineteenth day of July, 2023.**

Mary S. Birch, Clerk
Corporation of the County of Essex