



Essex County Council Regular Meeting Agenda

Date: Wednesday, October 2, 2024
Time: 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 1353

Pages

1. Closed Meeting

There is no Closed Meeting scheduled for October 2, 2024

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

We acknowledge the land on which the County of Essex is located is the traditional territory of the Three Fires Confederacy of First Nations, comprised of the Ojibway, Odawa and Potawatomie Peoples.

We specifically recognize Caldwell First Nation and other First Nations which have provided significant historical and contemporary contributions to this region.

We also value the contributions of all Original Peoples of Turtle Island, who have been living and working on this land from time immemorial.

5. Recording of Attendance

6. County Warden's Welcome and Remarks

7. Disclosure of Pecuniary Interest

8. Adoption of Regular Meeting Minutes

Minutes of the September 18, 2024 Regular Meeting of Essex County Council.

Recommendation:

Moved by _____

Seconded by _____

That the minutes of the September 18, 2024 Regular Meeting of Essex County Council be adopted as presented.

(Vote by show of hands)

9. Delegations and Presentations

There are no delegations for October 2, 2024

10. Communications

10.1 Correspondence

Recommendation:

Moved by _____

Seconded by _____

That the correspondence listed on the Regular Agenda for October 2, 2024, be received and any noted action approved.

(Vote by show of hands)

10.1.1 Association of Municipalities of Ontario (AMO)

- AMO Watchfile Newsletter
- AMO Policy Updates
- AMO Calendar
- AMO Education Events - Healthy Democracy Forum

10.1.2 Windsor-Essex County Health Unit

Letter dated September 16, 2024 RE Windsor-Essex Food Strategy (Presented as information)

21

10.2 Resolutions

There are no resolutions for consideration for October 2, 2024.

11. Consent Agenda

Recommendation:

Moved by _____

Seconded by _____

That the recommendations in the Administrative Reports listed as item 11.1 and 11.2 on the Consent Agenda for October 2, 2024, be received and approved.

(Vote Electronically)

11.1 Summary of Outstanding Reports 23

Report number 2024-0918-LCS-R29-KH, Summary of Outstanding Reports for October 2, 2024, from Katherine Hebert, Clerk

11.2 Electricity and Natural Gas Update - Commodity Price Hedging Strategy 28

Report number 2024-1002-FIN-R20-MR, Electricity and Natural Gas Update - Commodity Price Hedging Strategy, dated October 2, 2024, from Melissa Ryan, Director, Financial Services/Treasurer

12. Reports and Questions

12.1 Road Safety Management Program 33

Report number 2024-1002-IPS-R22-JB, Road Safety Management Program, dated October 2, 2024, from Jerry Behl, Manager, Transportation Planning and Development

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report 2024-1002-IPS-R22-JB Road Safety Management Program for information.

(Vote Electronically)

12.2

Bridge and Culvert Asset Management Software Purchase Agreement

38

Report number 2024-1002-IPS-R23-AB, Bridge and Culvert Asset Management Software Purchase Agreement, dated October 2, 2024, from Allan Botham, Director, Infrastructure and Planning Services

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council approve report number 2024-1002-IPS-R23-AB, Bridge and Culvert Asset Management Software Purchase Agreement; and,

That the Warden and Clerk be authorized to execute an agreement for the purchase of OSIM Inspection Software (InspectX) and the allocation of funds to cover the full cost of the proposed 5 year + 5 year contract, totaling approximately \$521,675 CAD.

(Vote Electronically)

12.3

Approval of 2025 Conferences and Policy Review

42

Report number 2024-1002-LCS-R31-KH, Approval of the 2025 Conferences and Review of the Travel, Conferences Policy, dated October 2, 2024 from Katherine Hebert, County Clerk

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council:

1. Receive and approve Report Number 2024-1002-LCS-R31-KH, Proposed 2025 Approved Conferences List, and Review of the Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy; and,
2. Approve the proposed amendments to Policy Number 2022-003 attached hereto as Appendix A; and,
3. Approve the conferences identified and attached as Appendix B to this Report, in accordance with Policy Number 2022-003, as amended.

(Vote Electronically)

13. Unfinished Business

There are no matters of unfinished business to be considered for October 2, 2024.

14. New Business

There is no New Business submitted for consideration for October 2, 2024.

15. Adoption of By-Laws

Recommendation:

Moved by _____

Seconded by _____

That By-laws 2024-43 through 2024-44, be given three readings, and having been read a first, second and third time, be finally passed and enacted.

(Vote Electronically)

15.1 By-law Number 2024-43

Being a by-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Bridge Intelligence LLC DBA Asset Intel.

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15.2 By-law Number 2024-44

Being a by-law to confirm the proceedings of the Council of the Corporation of the County of Essex for the Regular and Closed Meetings held October 2, 2024

16. Notice of Motion

There are no Notices of Motion for consideration for October 2, 2024.

17. Adjournment

Recommendation:

Moved by _____

Seconded by _____

That the Essex County Council meeting for October 2, 2024 be adjourned at [Time] PM.

(Vote by show of hands)



Essex County Council, Regular Meeting Minutes

Wednesday, September 18, 2024

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
Kimberly DeYong, Deputy Mayor, Town of Kingsville
Chris Gibb, Deputy Mayor, Town of Amherstburg
Hilda MacDonald, Warden / Mayor, Municipality of Leamington
Gary McNamara, Mayor, Town of Tecumseh
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

Administration: Allan Botham, Director, Infrastructure & Planning Services
Jayne Brooks Keller, Administrator, Sun Parlor Home
Jeanie Diamond Francis, Manager, Community Services
Katherine Hebert, County Clerk
Justin Lammers, Chief, Essex-Windsor EMS
Darrel Laurendeau, Director, Information Technology
Don McArthur, Manager, Communication and Organizational Development
Kyla Pritiko, Director, Human Resources
David Sundin, County Solicitor
Crystal Sylvestre, Coordinator, Legislative and Community Services
Sandra Zwiers, Chief Administrative Officer
Dee Blais, Administrative Assistant to the CAO

1. Closed Meeting

A Closed Meeting was held at 5:00PM on September 18, 2024.

234-2024

Moved By Gary McNamara

Seconded By Chris Gibb

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

- (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;

Carried

235-2024

Moved By Larry Verbeke

Seconded By Kimberly DeYong

That the minutes of Closed Meeting of Essex County Council held July 17, 2024 and July 22, 2024 be adopted as presented.

Carried

236-2024

Moved By Chris Gibb

Seconded By Michael Prue

That Essex County Council adjourn, and rise from the September 18, 2024 Closed Meeting at 5:26 PM.

Carried

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

We acknowledge the land on which the County of Essex is located is the traditional territory of the Three Fires Confederacy of First Nations, comprised of the Ojibway, Odawa and Potawatomie Peoples.

We specifically recognize Caldwell First Nation and other First Nations which have provided significant historical and contemporary contributions to this region.

We also value the contributions of all Original Peoples of Turtle Island, who have been living and working on this land from time immemorial.

5. Recording of Attendance

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

Chief Administrative Officer, Sandra Zwiers, joined the meeting virtually from a remote location.

6. County Warden's Welcome and Remarks

Warden McDonald welcomed everyone to the meeting and shared news regarding a \$15 million donation received from the Solcz Family Foundation to the new Windsor/Essex Acute Care Hospital. This donation would fund essential equipment and support the region's growing healthcare system.

Erie Shores Healthcare was also planning for expansion and was seeking input from the community through public consultations sessions in the coming months. This initiative was part of Erie Shores long term strategy to expand the facility and reflects strong confidence in local healthcare.

The Warden reminded everyone that September 30 was National Day for Truth and Reconciliation and encouraged all community members to take time to honour the day.

7. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interest raised.

8. Adoption of Meeting Minutes

Minutes of the September 4, 2024 Regular Meeting of Essex County Council, and the September 5, 2024 Special Meeting

237-2024

Moved By Crystal Meloche

Seconded By Larry Verbeke

That the minutes of the September 4, 2024 Regular Meeting of Essex County Council, and the September 5, 2024 Special Meeting be adopted as presented.

(Voted by show of hands)

Carried

9. Delegations and Presentations

238-2024

Moved By Michael Prue

Seconded By Chris Gibb

That Michelle Hughes, resident of Essex County be permitted to present a petition regarding County Road 22.

(Voted by show of hands)

Carried

9.1. Michelle Hughes and Ross Hughes

Michele Hughes, resident of Essex County, presented a petition regarding the proposed reconstruction of County Road 22. The petition expressed concerns over public safety and the financial impact on County residents.

239-2024

Moved By Tracey Bailey

Seconded By Kirk Walstedt

That the petition submitted by Michele and Ross Hughes, residents of Essex County, regarding County Road 22 Reconstruction be received and filed.

(Voted Electronically)

Carried

9.2. Jacqueline Caille

Jacqueline Caille, resident of Essex County, expressed support for the report presented by Allan Botham, noting that it reflected some feedback from the consultation. In the interest of public safety. It was suggested that the removal of elements that could obstruct visibility should be considered and that a review of opportunities to divert traffic away from County Road 22 should be undertaken.

240-2024

Moved By Gary McNamara

Seconded By Sherry Bondy

That Jacqueline Caille, resident of Essex County be permitted to make a presentation regarding County Road 22.

(Voted by show of hands)

Carried

9.3. BT Engineering

241-2024

Moved By Dennis Rogers

Seconded By Michael Akpata

That item 12.1 County Road 22 Lakeshore Public Consultation Centre Summary be considered in conjunction with item 9.3 on the agenda.

(Voted by Show of Hands)

Carried

242-2024

Moved By Kimberly DeYong

Seconded By Larry Verbeke

That Steve Taylor, Project Manager, BT Engineering be permitted to make a presentation regarding County Road 22.

(Voted by show of hands)

Carried

Steve Taylor, Project Manager, BT Engineering, presented Council with an overview of the County Road 22 Reconstruction Project. Steve explained that the initial design was viewed as a design that would maximized road capacity and followed a "Complete Streets" approach to accommodate a wide variety of transportation modes.

Following consultations with the Municipality of Lakeshore and residents through Public Information Centres, the project was being reviewed and the scope of the project was being redesigned to remove some of the active transportation options, thereby reducing the width of the project and the consequential land requirements.

10. Communications

10.1. Correspondence

244-2024

Moved By Larry Verbeke

Seconded By Chris Gibb

That the correspondence listed on the Regular Agenda for September 18, 2024, be received and any noted action approved.

(Voted by show of hands)

Carried

10.1.1 Association of Municipalities of Ontario (AMO)

- AMO [Watchfile Newsletter](#)
- AMO [Policy Updates](#)
- AMO Calendar - [Education Events](#)

10.1.2 Tourism Windsor Essex Pelee Island (TWEPI)

[W.E. Keep You Informed: Advertising Opportunities, Early Bird TIAO Registration, BEA Awards Nominations & MORE!](#)

10.1.3 Western Ontario Wardens' Caucus (WOWC)

[August 2024 Newsletter](#)

10.1.4 Tay Valley Township Amend Ombudsman Act

Resolution of Tay Valley Township to amend the Ontario Ombudsman Act.

10.1.5 Canada Community-Building Fund

Resolutions regarding increases to the Canada Community Building Fund:

- Town of Plympton-Wyoming
- City of Quinte-West

10.2. Resolutions

There were no resolutions for consideration on September 18, 2024

11. Consent Agenda

245-2024

Moved By Gary McNamara

Seconded By Rob Shepley

That the recommendations in the Administrative Report listed as item 11.1 and Minutes listed as item 11.2 on the Consent Agenda for September 18, 2024, be received and approved.

(Voted Electronically)

In Favour (13): Michael Akpata, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

11.1. Summary of Outstanding Reports

Report number 2024-0918-LCS-R27-KH, Summary of Outstanding Reports for September 18, 2024, from Katherine Hebert, Clerk

11.2. Essex County Accessibility Advisory Committee (ECAAC)

Minutes of the August 15, 2024 Essex County Accessibility Advisory Committee meeting.

12. Reports and Questions

12.1. County Road 22 Lakeshore Public Consultation Centre Summary

Report number 2024-0918-IPS-R21-AB, County Road 22 Lakeshore Public Consultation Centre Summary, dated September 18, 2024 from Allan Botham, Director, Infrastructure and Planning Services

Considered with agenda item 9.3 BT Engineering.

Allan Botham provided Council with an overview of the proposed improvements to County Road 22 in Lakeshore. Allan outlined consultations that had taken place and based on feedback received, the County and Lakeshore project team recommended modifying the design by eliminating the cycle tracks to reduce property acquisition and improve stormwater management. Discussion included removing trees and benches from the project design as well.

The revised plan would be available for review at a Public Consultation Centre in late 2024. Additional engineering fees of \$123,130 were identified and would be funded from the Roadway Expansion Reserve.

243-2024

Moved By Tracey Bailey

Seconded By Kimberly DeYong

That Essex County Council receive report number 2024-0918-IPS-R21-AB, County Road 22 Lakeshore Public Consultation Centre Summary for information, and

That Essex County Council approve the modified design and additional engineering fees of \$121,130 (including net HST) to be funded from the Roadway Expansion Reserve, and

That the trees and benches be removed from the project design.

(Voted electronically)

In Favour (13): Michael Akpata, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.2. 2025 Essex County Council Meeting Schedule Approval

Report number 2024-0918-LCS-R28-KH, 2025 Essex County Council Meeting Schedule Approval, dated September 18, 2024, from Katherine Hebert, County Clerk

Katherine Hebert presented County Council with a request for approval of the 2025 Essex County Council Regular Meeting Schedule that was developed in accordance with Procedure By-law 2024-26.

Joe Bachetti, Deputy Warden / Deputy Mayor, Town of Tecumseh joined the meeting at 6:52 pm.

246-2024

Moved By Rob Shepley

Seconded By Kimberly DeYong

That Essex County Council receive report number 2024-0918-LCS-R28-KH, 2025 Essex County Council Meeting Schedule Approval, and approve the proposed Schedule outlined in Appendix A attached to this Report.

(Voted Electronically)

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.3. 2025 Pre-Budget Stretcher Procurement Approval

Report number 2024-0918-EMS-R09-JL, 2025 Pre-Budget Stretcher Procurement Approval, dated September 18, 2024 from Justin Lammers, Chief, Essex-Windsor Emergency Medical Services (EWEMS)

Chief Lammers provided Council with an overview of his report requesting County Council's approval for the pre-budget order of 42 PowerPro XT stretchers. The stretchers were included in the EWEMS

equipment replacement schedule. Pre-budget approval allowed EWEMS to recognize savings on the equipment if ordered before the end of October, delivery and payment would not occur until 2025.

247-2024

Moved By Gary McNamara

Seconded By Kirk Walstedt

That Essex County Council grant pre-budget approval for Essex Windsor EMS to proceed with the ordering of 42 PowerPro XT stretchers, with \$1,073,934 funded from EMS equipment reserves and \$131,274 funded through the 2025 Budget.

(Voted electronically)

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.4. Land Ambulance Response Time Performance Plan

Report number 2024-0918-EMS-R10-JL, Land Ambulance Response Time Performance Plan, dated September 18, 2024 from Justin Lammers, Chief, Essex-Windsor Emergency Medical Services

Chief Lammers presented the report that outlined response times for different levels of patient urgency and was based on data from the Ambulance Dispatch Reporting System (ADRS).

Despite ongoing challenges, Essex Windsor EMS saw incremental improvements in response times compared to 2023, driven by hospital collaborations, the Community Paramedicine program, and internal enhancements.

248-2024

Moved By Michael Akpata

Seconded By Crystal Meloche

That Essex County Council receive and approve the 2025 Land Ambulance Response Time Performance Plan for Essex Windsor EMS, as required by Ontario regulation 257/00 (as amended by regulation 267/08).

(Voted Electronically)

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

13. Unfinished Business

There was no Unfinished Business for September 18, 2024.

14. New Business

14.1. Public Reporting of Closed Meeting

A Closed Meeting was held prior to the Regular meeting of Council on September 18, 2024, pursuant to Section 239 (2) (h) of the Municipal Act, 2001, as amended.

During the closed meeting, County Council was presented with information that was explicitly supplied in confidence to the County of Essex by the Province of Ontario.

Resulting from the review and deliberation of report number 2024-0918-IPS-R05-RB, Council will now consider the following recommendation:

249-2024

Moved By Gary McNamara

Seconded By Michael Prue

That Essex County Council direct administration to commence a procurement process to acquire the services of a consultant to provide a strategic analysis related to report number 2024-0918-IPS-R05-RB.

(Voted Electronically)

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

14.2. Administrative Report Ahead of AMO Conference 2025

Notice of Motion introduced by Mayor Sherry Bondy, on September 4, 2024, as follows:

That Essex County Council direct administration to bring a report to council in advance of the annual AMO conference so that members of County Council can discuss and build consensus on shared priorities to be brought up with Ministers at the annual conference.

250-2024

Moved By Sherry Bondy

Seconded By Rob Shepley

That Essex County Council direct administration to bring a report to council in advance of the annual AMO conference so that members of County Council can discuss and build consensus on shared priorities to be brought up with Ministers at the annual conference.

(Voted Electronically)

In Favour (7): Joe Bachetti, Sherry Bondy, Kimberly DeYong, Chris Gibb, Michael Prue, Dennis Rogers, and Rob Shepley

Opposed (7): Michael Akpata, Tracey Bailey, Hilda MacDonald, Gary McNamara, Crystal Meloche, Larry Verbeke, and Kirk Walstedt

Lost

251-2024

Moved By Crystal Meloche

Seconded By Sherry Bondy

That Essex County Council direct administration to bring a report to council in advance of the annual AMO conference advising County Council on delegations with Ministers at the annual conference and materials be provided to Council.

(Voted Electronically)

In Favour (10): Michael Akpata, Joe Bachetti, Sherry Bondy, Kimberly DeYong, Hilda MacDonald, Gary McNamara, Crystal Meloche, Dennis Rogers, Rob Shepley, and Larry Verbeke

Opposed (4): Tracey Bailey, Chris Gibb, Michael Prue, and Kirk Walstedt

Carried

14.3. Rate of Speed Along County Road 46 at the Intersection of County Road 19

Notice of Motion introduced by Deputy Mayor Bachetti, on September 4, 2024, as follows:

Preamble

Whereas the County of Essex has an interest in establishing the rate of speed on County Roads; and,
Whereas the safety of motorists and pedestrians is of utmost importance; and,
Whereas the posted rate of speed at the intersection of County Road 19 and County Road 46 is 80km/hr along County Road 46 and 60km/hr along County Road 19; and
Whereas County Council resolved to reduce the rate of speed leading up to other County Road intersections, for the same reason; and,
Whereas there is a convenience store, gas station and pedestrians navigating that intersection.

Moved By Joe Bachetti

Seconded By Gary McNamara

That County Administration reassess the prescribed rate of speed at the intersection of County Rd 46 and County Rd. 19; and,

That the rate of speed on County Rd 46 be reduced to 60km/hr leading into the intersection at County Rd 19; and,

That signs be posted in both directions to notify drivers of the rate of speed.

252-2024

Moved By Michael Prue

Seconded By Chris Gibb

Division of the question; Part 1 being to prepare a report to review the rate of speed on County Road 46 at the intersection of County Road 19 and,

Part 2 being to reduce the speed and post signs.

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

253-2024

Moved By Michael Prue

Seconded By Chris Gibb

That County Administration prepare a report to review the rate of speed on County Road 46 at the intersection of County Road 19.

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

Deputy Warden Bachetti indicated that the second part of the original motion could be considered at the time when the Administrative Report is presented back to Council.

MOTION POSTPONED (Procedure By-law 13.4.4.)

Moved By Joe Bachetti

Seconded By Gary McNamara

That the rate of speed on County Rd 46 be reduced to 60km/hr leading into the intersection at County Rd 19; and,

That signs be posted in both directions to notify drivers of the rate of speed.

15. Adoption of By-Laws

254-2024

Moved By Larry Verbeke

Seconded By Chris Gibb

That By-law 2024-42, be given three readings, and having been read a first, second and third time, be finally passed and enacted.

(Voted Electronically)

In Favour (14): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

15.1. By-law Number 2024-42

Being a by-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for the Regular and Closed Meetings held September 18, 2024

16. Notice of Motion

There were no Notices of Motion for September 18, 2024.

17. Adjournment

255-2024

Moved By Kimberly DeYong

Seconded By Crystal Meloche

That the Essex County Council meeting for September 18, 2024 be adjourned at 7:56 PM.

(Voted by show of hands)

Carried

Hilda MacDonald
Warden, County of Essex

Katherine J. Hebert
County Clerk

Date Signed

September 16, 2024

Council Services Department

Suite 530 - 350 City Hall Square West
Windsor, Ontario, Canada N9A 6S1
clerks@citywindsor.ca

County of Essex

360 Fairview Ave W, Essex ON N8M 1Y6
khebert@countyofessex.ca

Dear City of Windsor and County of Essex Council members,

RE: Windsor-Essex Food Strategy

The Windsor-Essex County Health Unit's Board of Health has a longstanding history of supporting progressive approaches to system changes. On June 20th, 2024, the Board of Health continued this support by passing a [resolution](#) to endorse the goals and recommendations detailed in the [Windsor-Essex Food Strategy](#).

The resolution states:

- *WHEREAS* ensuring all residents in our community have dignified access to sufficient, affordable, healthy, safe, and culturally appropriate food is a cost-effective form of disease prevention.
- *WHEREAS* a healthy and just food system promotes health and dignity for the entire population.
- *WHEREAS* changes in the food system require thoughtful and intentional work by all community members, organizations, institutions, businesses, and levels of government.
- *WHEREAS* multiple community partners have committed to food system work across Windsor and Essex County but require coordinated action to continue forward.
- *WHEREAS* the Board of the Windsor-Essex County Health Unit has passed previous resolutions to endorse the Good Food Charter for Windsor-Essex (2014) and support the creation of a local food policy council (2017) committing to the advancement of food system work in our community.
- *WHEREAS* 681 community members provided input into the 2019 Community Food Assessment, determining the recommendations for future local food system work.
- *NOW THEREFORE BE IT RESOLVED* that the Windsor-Essex County Board of Health endorse the goals, and recommendations in the Windsor-Essex Food Strategy
- *AND FURTHER* that the WECHU engage community agencies like municipalities and other stakeholders within and outside of the existing Food Policy Council to lead Food Strategy implementation,
- *AND FURTHER* that the WECHU initiate the following Food Strategy Priority Actions to structure the community's efforts toward improving the overall food system:
 - The creation of a comprehensive food system assessment tool to determine the impacts of policies and community endeavors on the local food system.
 - Assess the availability of community spaces where people can learn food skills in neighbourhoods with limited resources.

- Develop and/or enhance policies and procedures to support local food purchasing in publicly funded spaces.
- Pilot evidenced informed programs that improve physical access to food in neighbourhoods with limited retail options.

To ensure the effective implementation of the Windsor-Essex Food Strategy, active involvement of municipalities, residents, the food industry, and other local organizations is needed to create tangible outcomes for the community. Coordinated efforts will generate opportunities for knowledge sharing, service delivery, and informed decision-making.

We appreciate your consideration of the Windsor-Essex Food Strategy for use within your organization.

Your truly,



Dr. Kenneth Blanchette
CEO



Fabio Costante
Board of Health, Chair

Cc:

Environmental Master Plan, City of Windsor - emp@citywindsor.ca

Nadia Harduar, Sustainability Officer, University of Windsor - nharduar@uwindsor.ca

John Fairley, St. Clair College - jfairley@stclaircollege.ca

Lorraine Goddard, United Way - lgoddard@weareunited.com

Positive Pathways - directorprograms@pozitivepathways.com

Monica Champagne, WeLip – TeaMWork Project - mchampagne@workforcewindsor.essex.com

Sarah May Garcia, Ontario Health West - SarahMay.Garcia@ontariohealth.ca

Lucy Flores, Migrant Worker Community Program - lucy@migrantworkercommunityprogram.com

Rukshini Ponniah-Goulin, Downtown Mission - info@downtownmission.com

Ryan Couture, Access County Community Supports Services - rcouture@accesscounty.ca

Krista Rempel, The Bridge Youth Centre - krista@thebridgeyouth.ca

Essex County Federation of Agriculture - office@ecfa.ca

Ontario Greenhouse Vegetable Growers - a.coristine@ogvg.com

Downtown Windsor Community Collaborative – admin@dwcc.ca

South Essex Community Council - info@secc.on.ca

Southwestern Ontario Gleaners - swogleaners@gmail.com

Michelle Bishop, Essex Windsor Solid Waste Authority - mbishop@ewswa.org

Heidi Benson, Windsor-Essex Food Bank Association - hbenson@uhc.ca

Downtown Windsor BIA, Good Green Food Reclamation Program - dwbia@downtownwindsor.ca



Summary of Outstanding Reports

Meeting Date: Wednesday, October 02, 2024

Report #: 2024-1002-LCS-R29-KH

Purpose

To provide County Council with a summary of outstanding reports and an estimated timeline for reporting back to Council on such matters.

In accordance with Procedure By-law 2024-26, Section 11.13.2., items listed have been requested by Council, by resolution during the current term of Council.

Summary Table

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2023-11-01	316-2023 Moved by Michael Prue Seconded by Chris Gibb Whereas Amherstburg Town Council has voted at their October 10, 2023 meeting to direct Mayor Prue and/or Deputy Mayor Gibb to introduce a Notice of Motion to County Council requesting a Traffic Control Study at the intersection of County Rd 9 and Alma Road; And whereas this intersection is owned by the County of Essex and is located within the Municipality of Amherstburg; Now therefore, Essex County Council requests that County Administration conduct a Traffic Study for the said intersection	Pending Due to the ongoing construction in this vicinity, it is not possible to currently obtain accurate traffic counts. This study will be undertaken upon the conclusion of the construction anticipated by August 2024. Completion of this report is not anticipated until early fall 2024.	2024-11-06

Katherine Hebert, Clerk

Corporation of the County of Essex, Main Floor, Suite 201, 360 Fairview Ave. W., Essex, ON N8M 1Y6

Phone: 519-776-6441, ext. 1353, Email: khebert@countyofessex.ca

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2024-04-03	099-2024 Moved by Gary McNamara Seconded by Chris Gibb That Essex County Council direct Administration to consult with ERCA on the feasibility of reviewing and enhancing the Clean Water Green Spaces Program with an aim at achieving an accelerated rate of natural restoration in the County and provide a report back to Council; And, further that Essex County Council direct Administration to bring back a report and draft by-law/policy to meet the obligations of Section 270(1)7 of the Municipal Act with regard to the protection and enhancement of tree canopy.	In-Progress Rebecca Belanger (Further consultation required amending the expected completion date.)	TBD
2024-05-01	132-2024 Moved by Crystal Meloche Seconded by Michael Akpata Whereas the intersections at Martin Lane and Front Road, and Victory and Front Road are owned by the County of Essex, but located within the Town of LaSalle; And Whereas Front Road has seen an increase in traffic volume, which volume will only further increase with the new developments on Martin Lane; Be It Resolved that Council support Mayor Meloche and Deputy Mayor Akpata in their efforts to introduce a motion at County Council requesting a traffic control study at the intersections of Martin Lane and Front Road, as well as at Victory and Front Road, to assess the requirement for	Pending Allan Botham	2024-10-16

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
	traffic signalization, to assist not only with the traffic flow but also with pedestrian safety.		
2024-05-15	147-2024 Moved by Joe Bachetti Seconded by Michael Prue That Essex County Council receive report 2024-0515-R08-RB regarding the Advancement of a County Development Charges Study and By-law for information; and That Essex County Council approve the utilization of rate stabilization reserves up to a maximum of \$60,000 to fund the Development Charges Study.	Assigned Rebecca Belanger (External consultants retained, with it being expected that they will appear at Council in November for information and consultation purposes.)	2024-11-06
2024-08-14	212-2024 Moved by Chris Gibb Seconded by Michael Prue That Administration of the County of Essex complete a review of traffic and pedestrian conditions at and near the intersection of County Road 20 and Lowes Side Road; and, That the County of Essex consider a reduction in the posted speed limit along County Road 20 from Lowes Side Road and southerly approximately 500 metres; and, That the County of Essex consider installing signage indicating pedestrians crossing at the County Rd 20 at Lowes Side Rd intersection; and, That the Administration communicate with the Town of Amherstburg, Infrastructure Services department as part of the review.	Assigned Allan Botham	Spring 2025

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2024-08-14	Direction to bring forward a report regarding the process for reviewing and allocating resources for infrastructure works, such as bridges, intersections and roadways and how prioritization of projects is achieved, based on Best Management Practices.	Assigned Allan Botham (Information report in-progress with analysis to be brought forward by the end of 2024)	2024-10-02
2024-09-18	251-2024 Moved By Crystal Meloche Seconded By Sherry Bondy That Essex County Council direct administration to bring a report to council in advance of the annual AMO conference advising County Council on delegations with Ministers at the annual conference and materials be provided to Council.	Assigned Sandra Zwiers	2025-07-16
2024-09-18	253-2024 Moved By Michael Prue Seconded By Chris Gibb That County Administration prepare a report to review the rate of speed on County Road 46 at the intersection of County Road 19 Moved by Joe Bachetti Seconded by Gary McNamara <i>Pursuant to section 13.4.4 of the Procedure By-law, a Postponement of the matter, until such a time as the Administrative Report requested under resolution 253-2024 is presented for Council as follows:</i> That the rate of speed on County Rd 46 be reduced to 60km/hr leading into the intersection at County Rd 19; and, That signs be posted in both directions to notify drivers of the rate of speed.	Assigned Allan Botham	TBD

Recommendation

That Essex County Council receive report number 2024-1002-LCS-R29-KH,
Summary of Outstanding Reports as information.

Approvals

Respectfully Submitted,

Katherine Hebert

Katherine Hebert, Clerk

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer.



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA
Director, Financial Services/Treasurer

Date: Wednesday, October 2, 2024

Subject: Electricity and Natural Gas Update-Commodity Price Hedging Strategy

Report #: 2024-1002-FIN-R20-MR

Purpose

The purpose of this report is to provide Council with an update on the Corporation's utilization of commodity price hedging and recommend continued participation with the Association of Municipalities of Ontario / Local Authority Services Ltd (AMO/LAS) Procurement Programs, to procure, in bulk, electricity and natural gas in the open market on behalf of partnering municipalities.

Background

In accordance with the Municipal Act, 2001, regulation 653/05, and the County of Essex Commodity Price Hedging Policy (Policy 06-11), the Treasurer is required to report annually on all commodity price hedging agreements in place. The goal of the commodity price hedging policy is to allow the Treasurer to enter into fixed price agreements for the future delivery of all or any portion of a commodity when deemed advantageous to do so.

The County continues to utilize the services of AMO/LAS Procurement Programs. As part of the strategy, a hedging contract is used to minimize potential risk of spot market fluctuations.

A hedge is a financial agreement that fixes the price to be paid by the municipality for future delivery of a commodity. A hedge is typically used to reduce cost fluctuations and provide cost certainty.

The County's current agreement with LAS includes a hedge of 50% of its total electricity requirements. This hedging level has been in place since the last report to County Council in October of 2023. The hedge is applicable to

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Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1312; Email: mryan@countyofessex.ca

all electricity purchased by the Corporation with the exception of street light usage which is kept on the spot market. Because street light energy demand typically occurs during off-peak/lower cost times, the benefit of hedging is low.

For natural gas, LAS purchases incremental gas contracts at various points each year with a goal of building a total hedge portfolio of 80-90% of program requirements for the current year, with the remaining consumption settling at prevailing market rates.

Discussion

Electricity

The Corporation's electricity bills consist of a number of cost components:

- Energy Charge (based on actual usage and set by retailer)
- Global Adjustment Charge (set by province)
- Delivery Charge (set by regulation)
- Regulatory Charges (set by regulation)

The only component of the bill that is eligible for hedging is the energy charge. All other components of the bill are regulated and ineligible for hedge protection.

Appendix A illustrates the hedging results for the Corporation for the period January 1, 2023 to December 31, 2023. Overall, the hedge program returned net savings of approximately \$8,047 over time of use (TOU) rates when combining the Corporation's hedged and streetlight accounts.

Natural Gas

The hedging program for natural gas includes a rebate feature that returns program savings back to participating municipalities. In 2023, the Corporation received a rebate payment in the amount of \$8,061 for the savings earned in 2022.

In terms of the components of the natural gas bill that are eligible for hedging, the program offers pricing stability for the commodity charge well as the deregulated transportation charges. All other components of the natural gas bill are regulated and ineligible for hedging.

The program is designed to provide rate stability rather than guarantee rate savings.

The LAS Natural Gas Program offers a favorable price for its members, considering the volatility of the natural gas market. The program provides

protection against unpredictable market conditions. Throughout 2023, natural gas prices experienced both decreases and short-term spikes due to varying demand and production levels, but the LAS Natural Gas Program continued to offer stability and protection against market volatility.

Administration will continue to monitor the benefit of rate stability compared to lower spot market prices.

Financial Implications

The primary goal of participating in the LAS hedging programs is to ensure stable commodity rates for budgeting purposes. While the high level of market regulation limits the potential for significant savings, the rebates and savings received and the stability provided by the program are beneficial.

Rebates received from the natural gas program are recorded in miscellaneous revenue as they are received. The Corporation's budget reflects the anticipated costs of hydro and natural gas based on the hedge prices obtained through LAS Commodity programs.

Consultations

Local Authority Services – Energy Billing & Settlement Division

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☐ Focusing "Team Essex County" for Results ☐ Advocating for Essex County's Fair Share	☐ Being an Employer with Impact ☐ A Government Working for the People ☒ Promoting Transparency and Awareness	☐ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive report number 2024-1002-FIN-R20-MR, Electricity and Natural Gas Update-Commodity Price Hedging Strategy as information.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
A	Electricity Program Results 2023

County of Essex

2023 Cost Summary		
Hedge	Total Volume kWh	4,835,110.03
	LAS Rate \$/kWh	0.042391
	LAS Cost \$	204,965.15
	Global Adjustment Rate \$/kWh	0.072209
	Global Adjustment Cost \$	349,139.27
	Total Cost LAS + GA \$/kWh	554,104.42
	TOU Rate \$/kWh	0.116250
	Total TOU Cost \$	562,081.54
	Hedge Savings/Cost \$	7,977.13
Streetlights	Total Volume STL kWh	15,958.21
	LAS Rate \$/kWh	0.047971
	LAS Cost \$	765.54
	Global Adjustment Rate \$/kWh	0.072209
	Global Adjustment Cost \$	1,152.33
	Total Cost LAS + GA \$/kWh	1,917.87
	TOU Tiered Rate \$/kWh	0.124560
	Total TOU Tiered Cost \$	1,987.75
	Streetlight Savings/Cost \$	69.89
Total		Savings/Cost \$ 8,047.01

6 Year Cost Summary								
Year	2018	2019	2020 * with COVID relief rates	2020 * without COVID relief rate changes	2021	2022	2023	Total
% Savings	14%	6%	-3%	4%	5%	1%	1%	4%
\$ Savings	\$54,777.61	\$20,843.55	-\$19,364.29	\$23,057.87	\$25,518.65	\$3,170.93	\$8,047.01	\$92,993.47





Administrative Report

Office of the Manager, Transportation Planning and Development

To: Warden MacDonald and Members of Essex County Council

From: Jerry Behl, P.Eng.
Manager, Transportation Planning and Development

Date: Wednesday, October 02, 2024

Subject: Road Safety Management Program

Report #: 2024-1002-IPS-R22-JB

Purpose

The purpose of this report is to provide information on the management of the County road network, specific to road safety, guidelines and regulatory compliance.

Background

There are numerous requests for safety reviews at locations throughout the County. Resources are directed to respond to requests, as determined by the Director of Infrastructure & Planning Services, in consideration of legislated requirements/compliance, Council direction, best management practices, recommendations from engineers and need.

The County's network of roads has 1084 intersections and 1085 interconnecting segments. To establish a base plan and awareness, the complete network was screened in 2021. The screening process at that time was limited to an analysis of collision data, and only identified opportunities for improvement.

Once the base screening is complete, the next step in managing a large road network involves analysis by a traffic engineer. The engineers apply principles with variables such as: collision data, traffic volumes, traffic speed, road geometry, sight lines and site inspections, all for the purpose of recommending either no change, or improvements.

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Corporation of the County of Essex, Upper Floor, Suite 315, 360 Fairview Ave. W., Essex,
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Phone: 519-776-6441, ext. 1316; Email: jbehl@countyofessex.ca

Regular assessment and analysis of the County road network has identified areas of concern, such as intersection operation, poor visibility, excessive speed and the need for pedestrian facilities. Together, the regular assessment, the numerous requests, and base plan, create an ever-changing list of opportunities of improvement, to which Administration responds. The list continues to change.

Where deemed necessary, properly designed improvements, such as guiderail, signage, and shoulders are examples of generally accepted practices in recognized guidelines. These practices and guidelines “enhance” safety and are the result of continued data analysis, testing, and improvement. As another example, it is known that the use of traffic signals, roundabouts, crosswalks and lighting at intersections can reduce collisions. The process aims to create an environment where human error is less likely to result in severe accidents and promote well-being.

As an example of the type of review Administration carries out, a review for a four way stop or traffic signal typically includes the following:

- Manual traffic counts for 8 hours to determine turning movements
- A site review to check sightlines and geometry
- A review of the collision history checking the number of collisions and trends
- Review of traffic volumes
- Warrant analysis using Transportation Association Canada or Ontario Guidelines
- A memo or report

The work typically requires 3 days of an Engineer’s time plus the 8-hour traffic counts. Additional resources are needed if a Council report is required. Infrastructure and Planning Services has one Traffic Engineer. With the limited resources, consultants have been used this year.

Much of this work continues behind the scenes in day to day operations, development reviews and changes to signs and pavement markings, while other changes come before Council for amendments to the Traffic By-law.

As of the writing of this report in 2024, Administration has completed:

- Traffic Control Reviews at 4 locations (4 way stop and traffic signals)
- Intersection Safety Reviews at 5 locations
- Speed Studies at 3 locations
- Pedestrian Crossing Reviews at 4 locations

Administration has managed to complete works in a timely manner, recently however, the volume of enquiry from both Council and the general public has increased. Administration must establish a more robust data acquisition and analysis program in the form of an improved Road Safety Management Program, with an updated baseline, augmented with a priority list of road safety projects with budgets and timelines.

Discussion

The updated Road Safety Management Program will follow these stages:

Identify Safety Opportunities (underway)

A network screening, completed by a specialized consultant, will utilize available collision data, to analyze all road segment links and intersections. This analysis will consider: severity of collisions, traffic volume and predicted collisions based on comparison with similar sites. The outcome of the screening will be a ranked list of locations based on their potential for safety improvement. A screening refresh is recommended on a 5-year cycle.

Develop Potential Safety Solutions

Administration will review the top ranked locations and develop potential safety solutions. After considering human, vehicle, and roadway factors, appropriate countermeasures (safety modifications) will be recommended, such as the addition of traffic signals or speed reductions.

An estimate of economic benefits and costs, associated with the recommended countermeasures will be calculated. Benefits will be based on estimating the reduction in collisions, with costs attributed to fatal, injury, and property damage only collisions. Costs are based on design and construction of the modifications.

Select and Implement Strategies

The improved Road Safety Management program will develop a priority list of projects with budget estimates, and recommended timelines for implementation.

Safety Measure Evaluation

Following implementation of any counter measures, road segments and intersections will be monitored regularly for collisions to assess the effectiveness of the modifications.

The network screening will be completed in November of 2024, and the ranked project list will be completed by the end of 2024. Work on the design

of safety modifications could begin as early as Spring 2025, dependent on approval of an increase to the 2025 budget.

The outcome of this work will be that Administration will have a complete list of intersections and mid-block locations ranked based on safety improvement. The updated list will help Administration to prioritize capital expenditures at locations based on data analysis. Administration will have a more robust method to respond to safety concerns and requests such as: traffic signals, four way stops, and speeding.

While we continue to value input from the community as users of the system, resident concerns are focused on their specific location in isolation. It is the responsibility of Administration to assess locations throughout the County and focus resources where they are most needed.

Administration will be following up with a report in spring 2025 with results of the network screening and priority locations for improvement.

Financial Implications

There are no immediate financial impacts as the cost of work is being carried out within the approved 2024 Road Safety budget. The budget line item for this work is currently under Intersection Safety Improvement, with an allocation of \$100,000 for 2024. This line item is funded through the levy.

For 2025, there is a proposed budget request for an additional \$200,000 under the same line item, but with a revised description to "Road Safety Improvement (Design)" to better capture the full scope of the required work. Additionally, there is a separate \$100,000 reserve funded request in 2025, should the design phase transition into construction.

While the 2025 budget request aims for the program to be partially funded through a contribution from the Rate Stabilization Reserve, the ongoing and increasing demands for road safety improvements could strain reserve funds, which now have target percentages to be maintained. If there is a constant increase in these studies and designs which would lead to more projects, funding will be shifted to the levy to build a stronger base for future work. Council should be aware that agreeing to these additional safety studies could lead to further cost pressures, which may require more consistent levy-based funding to ensure long-term program sustainability.

Consultations

- Hoa Du- Financial Analyst

Recommendation

That Essex County Council receive report 2024-1002-IPS-R22-JB Road Safety Management Program for information.

Approvals

Respectfully Submitted,

Jerry Behl

Jerry Behl, P.Eng., Manager, Transportation Planning and Development

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

Appendix	Title
N/A	N/A



Choose an item.

To: Warden MacDonald and Members of Essex County Council

From: Allan Botham, P.Eng.
Director, Infrastructure & Planning Services

Date: Wednesday, October 2, 2024

Subject: Bridge and Culvert Asset Management Software Purchase Agreement

Report #: 2024-1002-IPS-R23-AB

Purpose

The purpose of this report is to seek Council approval to purchase OSIM Inspection Software (InspectX) and to request approval of funding to cover the full cost of the proposed contract.

Background

The Public Transportation and Highway Improvement Act sets the regulatory framework for managing transportation infrastructure in Ontario, including bridges and culverts. Ontario Regulations 104/97 and 472/10 require that all bridges undergo an inspection at least once every two years to assess their structural integrity and safety, following the guidelines of the Ontario Structural Inspection Manual (OSIM).

Historically, the County of Essex used Municipal Data Works (MDW) to manage bridge and culvert inspections. However, MDW was discontinued in 2021, leaving the County without a platform for documenting and, more importantly, analyzing OSIM inspection data. In response, Administration conducted market research and explored several available options.

Discussion

Administration scanned the market to find a software solution that would satisfy legislated requirements and the needs of the department such as:

- Collecting, storing and managing OSIM inspection data with built-in capabilities specific to OSIM requirements;

- Sufficient fields that are OSIM specific;
- Customized fields that suit the County of Essex such as additional structural elements, pavement, signage and roadside safety;
- A field sketching capability;
- Scheduling and tracking capabilities for OSIM inspections; and,
- The ability to support long term asset management and strategic planning.

After careful evaluation Administration recommends InspectX as the preferred software solution. Asset management elements that are key in strategic planning of our bridge and culvert network are included in the InspectX software without the need for additional software programs making it the ideal software program for the County.

As per the County's Procurement Bylaw 19-003, Section 9.0, the County can make direct purchases without a competitive process in specific cases. One such case is when only one supplier can provide the required goods or services, and no reasonable alternatives are available. In this instance, we are recommending direct sourcing to InspectX, as it is the only supplier that meets the County needs for OSIM inspection software.

Financial Implications

The IPS department received approval in the 2024 budget to fund OSIM inspection software, with \$320,000 earmarked for the project. These funds, sourced from the rate stabilization reserves, were intended to cover the one-time implementation costs and the first year of licensing fees.

Following negotiations with the software provider, a 5-year contract, with the option to extend for an additional 5 years, was proposed. The contract includes a variable CPI based annual inflationary increase to the licensing fees. While the initial cost for implementation and the first year of operation remains within the approved \$320,000, it's important to inform Council of the long-term financial commitment associated with this contract.

The total cost of the proposed 10-year contract is \$383,584 USD, which includes the following:

- **Levy Funded-Annual software license fees:** Approximately \$280,084 USD over 10 years (\$25,000 in year one followed by an annual index of the license fee)
- **Levy Funded-Annual Geo-replicated backups:** \$67,500 USD over 10 years (\$6,750 annually)
- **Reserve Funded-One-time implementation fees:** \$29,500 USD
- **Reserve Funded-One-time service hours for implementation:** \$6,500 USD

In Canadian dollars, this brings the total contract value to approximately \$521,675 CAD for the ten year period.

Given that the contract exceeds \$500,000 CAD, it will require approval and signatures from both the Clerk and Warden, as per the County's procurement policy.

Going forward, the County's annual operating budget will include the software licensing fees (including the CPI inflation increase annually) and the annual cost of geo-replicated backups. These ongoing annual costs will be levy funded.

Consultations

- County Procurement Team
- County Finance Team
- Darrel Laurendeau, Director, Information Technology Services

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☐ Focusing "Team Essex County" for Results ☐ Advocating for Essex County's Fair Share	☐ Being an Employer with Impact ☐ A Government Working for the People ☒ Promoting Transparency and Awareness	☒ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council approve report number 2024-1002-IPS-R23-AB, Bridge and Culvert Asset Management Software Purchase Agreement; and,
 That the Warden and Clerk be authorized to execute an agreement for the purchase of OSIM Inspection Software (InspectX) and the allocation of funds to cover the full cost of the proposed 5 year + 5 year contract, totaling approximately \$521,675 CAD.

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

Appendix	Title
N/A	N/A



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Katherine Hebert, County Clerk

Date: Wednesday, October 2, 2024

Subject: Proposed 2025 Approved Conferences List, and Review of the Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy

Report #: 2024-1002-LCS-R31-KH

Purpose

The purpose of this Administrative Report is to seek approval for the list of conferences which Members of County Council may attend in 2025 (see attached **Appendix B**), in accordance with the 2022-003 Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy (the "**Conference Policy**"), as well as to seek approval for the amendments to the said Conference Policy (see attached **Appendix A**).

Background

The Conference Policy establishes a policy related to the attendance of Members of County Council and Members of Agencies, Boards and Committees ("**Committees**") at conferences, and also recognizes the need for members of Council and Committees to enhance their knowledge and keep abreast of the changing technologies, and evolving legislative requirements affecting the County. Annually, County Council reviews identified Conferences, and approves those which have historically proven to provide Members with information, resources, and experiential opportunities from which to draw upon in addressing matters of County business.

Discussion

The most recent version of the Conference Policy was approved by County Council on May 18, 2022.

During this term of Council, questions have been raised regarding the need to clarify language within the Conference Policy, as well as to reconsider the allocated amounts for meal allowances. Administration has endeavoured to remove some of the ambiguity within the Policy and has increased the meal

allocations to align with the [Canada Revenue Agency \(CRA\) Meal Allowance](#) rate as amended from time to time. This is consistent with the practice associated with the mileage rate within the Policy, which also uses the CRA values, as amended from time to time.

A comparison of meal values are outlined in the table below:

Meal	Current Rates	Proposed CRA Rates (as of April 1, 2024)
Breakfast	\$15.00	\$24.90
Lunch	\$20.00	\$25.20
Dinner	\$40.00	\$61.85
Total	\$75.00	\$111.95

Council should be aware that the responsibility for registering Members of County Council for conferences, workshops, seminars, etc., as well as for making all related travel arrangements resides with County Administration, within the Legislative and Community Services department. Should any Member wish to attend a 2025 Conference within the parameters of the Conference Policy, it is recommended that you reach out to the Coordinator, Legislative and Community Services, Crystal Sylvestre, at your earliest possible opportunity. Further, any change of plans, or cancellation of travel arrangements shall be communicated with Administration as soon as possible.

The contact particulars for Crystal Sylvestre are as follows:

(E) csylvestre@countyofessex.ca

(T) 519-776-6441 x 1229

Proposed 2025 Conference List

The following Conferences (also attached as **Appendix B**) have been scheduled for 2025 and are proposed for approval:

ROMA - Rural Ontario Municipal Association

Date: January 19 - 21, 2025

Location: Toronto

OGRA - Ontario Good Roads Association

Date: March 30 - April 02, 2025
Location: Toronto

AMO – OSUM - Ontario Small Urban Municipalities

Date: April 30 – May 2, 2025
Location: Collingwood

GLSLCI - Great Lakes and St. Lawrence Cities Initiative

Date: May 14-16, 2025
Location: Milwaukee, WI, USA

FCM - Federation of Canadian Municipalities

Date: May 29–June 1, 2025
Location: Ottawa

AMO - Association of Municipalities of Ontario

Date: August, 2025
Location: Ottawa, Ontario

TAC–Transportation Association of Canada **Propose To Remove From List**

Usually fourth week of September. (Exact Dates and Location TBD)
(NOTE: 2024 was in Vancouver)

WOWC– Western Ontario Wardens’ Caucus - **Propose To Add To List**

October 2025 (Exact Dates and Location TBD)

Administration is proposing two changes to the list of approved conferences for 2025. The Transportation Association of Canada (TAC) conference, is primarily considered a conference for Administration, and it has not been attended by members of Council as far back as records indicate. It is being proposed for removal from the list.

Further, after a bit of a hiatus, the Western Ontario Wardens’ Caucus (WOWC) conference has been reinstated. This conference would add value in

particular for upper tier municipal representatives, and is thus being proposed for addition to the 2025 list for approval.

Committee Members (Lay persons) are subject to the approval process for attending non-listed conferences, outlined in the Policy.

Financial Implications

There are no financial impacts to the overall allocation for each Council member resulting from the increase in meal rates and adjustments to approved conferences. The policy allows each member to attend one conference per year, with travel expenses, including meals, accommodations, and conference fees, etc, not exceeding \$5,000 per member. Since this cap remains unchanged, there is no additional cost to the overall budget allocation for each member. The 2025 Council Services Budget will align with these policy parameters, proposing a \$5,000 maximum allocation per member, consistent with the approved list of conferences.

Consultations

During the review and preparation of this report, and the Policy, the following people were consulted:

- Kelly Robinson, Financial Analyst
- Crystal Sylvestre, Coordinator, Legislative and Community Services
- David Sundin, Interim Director, Legislative and Community Services/County Solicitor

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☐ Focusing “Team Essex County” for Results ☐ Advocating for Essex County’s Fair Share	☐ Being an Employer with Impact ☒ A Government Working for the People ☒ Promoting Transparency and Awareness	☐ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council:

- 1) Receive and approve Report Number 2024-1002-LCS-R31-KH, Proposed 2025 Approved Conferences List, and Review of the Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy; and,
- 2) Approve the proposed amendments to Policy Number 2022-003 attached hereto as Appendix A; and,
- 3) Approve the conferences identified and attached as Appendix B to this Report, in accordance with Policy Number 2022-003, as amended.

Approvals

Respectfully Submitted,

Katherine Hebert

Katherine Hebert, County Clerk

Concurred With,

David Sundin

David Sundin, BA (Hons), LL.B., Interim Director, Legislative and Community
Services/County Solicitor

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
A	2022-003 Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy (as amended)
B	Proposed 2025 Approved Conferences List



County of Essex Policy and Procedures Manual

Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards

Policy Number:	2022-003
Policy Type:	Corporate Policy
Approval Authority:	Essex County Council
Office of Responsibility:	Legislative and Community Services
Issuance Date:	2022-05-18
Revised on Date:	2024-10-02
Scheduled Review Date:	2028-10-02
Replaces Policy:	1994-004, 2009-002

1.0 Introduction

The Corporation of the County of Essex (the "**County**") is committed to providing members of County Council ("**Council**") and laypersons appointed by Council to serve as members of Committees, Agencies, and/or Boards of the County ("**Committees**"), with the opportunity to improve their knowledge and keep abreast of changing technologies and attitudes for conducting the business of the County.

2.0 Scope

This Travel, Meetings, and Conferences – Council, Committees, Agencies and Boards Policy (the "**Policy**") applies to all members of Essex County Council, its Committees, Agencies and Boards.

This Policy does not apply to employees of the County.

For the purpose of this Policy, Members of Committees are only those appointees who are laypersons and does not include members of Council.

3.0 Purpose

The purpose of this Policy is to establish a set of guidelines that will ensure the prudent stewardship of public funds by defining eligible expenditures as they relate to registration fees, travel, accommodations, meals, per diems and related expenses ("**Travel Expenses**") for attendance at conferences, conventions, workshops, seminars and other special events ("**Conferences**") attended by members of Council or Committees.

4.0 Responsibility

- 4.1 Members of Council and Committees are responsible for ensuring that they comply with this Policy and only attend Conferences that are on the Approved List of Conferences and for the purpose of advancing the legitimate business of the County, and that by such attendance, said members of Council and Committees will be better capable of carrying out their duties on behalf of the County.
- 4.2 The Warden is responsible for ensuring strict adherence to this Policy.
- 4.3 Administration is responsible for Council and Committee member travel arrangements, including registrations, accommodation, and transportation reservations, as well as calculations of per diems and meal allowances. County credit cards and/or County charge accounts with vendors will be used for payment wherever possible.
- 4.4 Any deviation from this Policy, including attendance at a Conference not on the Approved List of Conferences, requires the Warden's approval, which shall only be considered upon receipt of a written request with sufficient supporting rationale for deviation from the Policy from the member requesting same.
 - 4.4.1 Any deviation from this Policy, shall consider whether approval of the request can be made within the overall existing budget allocated for this purpose.

5.0 Policy

General

- 5.1 This Policy provides for attendance at one Conference per year with Travel Expenses per member of Council not to exceed \$5,000. Up

Travel, Meetings and Conferences – Council, Committees, Agencies and Boards

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to one partner registration fee per annum, not to exceed \$300, can be included within the \$5,000 limit. Any additional costs for attendance at the Conference for the member and/or their partner in excess of the limits provided for in this Section 5.1, shall be the sole responsibility of the member.

- 5.2 This Policy provides for attendance at one Conference per year with Travel Expenses per member of Committee not to exceed \$2,500. Any additional costs for attendance at the Conference for the member in excess of the limits provided for in this Section 5.1, shall be the sole responsibility of the member.
- 5.3 Whenever possible, travel arrangements should be made in advance, to benefit from any discounts offered by service providers and should be billed directly to the County or paid with a County-issued credit card. Administration will make every reasonable effort to take advantage of sales, discounts, and/or promotions offered by a service provider when booking transportation and accommodation for members of Council and Committees.
- 5.4 Administration shall maintain a list of service providers for which the County has a charge account. Where possible, arrangements should be made with these providers and may be charged to the charge account.
- 5.5 Selection of a service provider in order to capitalize on the collection of personal points/rewards programs is strictly prohibited.
- 5.6 Where more than one member of Council/Committee is attending the same event, when reasonable, Administration will endeavor to:
- Coordinate travel arrangements; and
 - Take advantage of group rates.
- 5.7 Pre-paid travel expenses, such as accommodations, meals, conference registration etc., do not require receipts unless specifically requested by Administration.

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- 5.8 Within 30 days of returning from a conference where reimbursement is required for incidental expenses paid by personal means, a separate Travel Expense Form (**Appendix A**, which may be amended from time to time by Administration) from each attendee, shall be submitted along with valid receipts which substantiate the expenses. These incidental expenses may include parking, toll, shuttle or taxi rides, that had not been pre-paid on the Members original Travel Expense Form. These incidental expenses shall be counted within the total annual expense claim for each Member. Travel Expense claims are subject to examination by Administration and/or external auditors and should be completed with due diligence and accuracy.
- 5.9 Reimbursement for expenditures made in a foreign currency through the use of a Canadian credit card shall be made at the prevailing exchange rate utilized by the financial institution and detailed on the receipt provided, as submitted by the member of Council and/or Committee, where practicable. Alternatively, the applicable Bank of Canada exchange rate on the date of the transaction will be used for all other expenditures.
- 5.10 Members shall notify Administration in advance, of any need to cancel any requested travel. Administration shall take measures to notify the service providers immediately upon receiving notice from the Member to avoid cancellation charges. Any penalties or expenses incurred resulting from cancellation will be charged to the Travel Expenses limit of the Member of Council and/or Committee.
- 5.11 Extended travel days must result in no additional cost to the County.

Accommodation

- 5.12 Overnight accommodation will be paid for the duration of the event, including travel time, up to a maximum of 5 days.
- 5.13 Overnight accommodation should be selected on the basis of practical location and reasonable cost, with preference to establishments offering conference related rates or one which provides a Government rate where possible. Accommodation with relatives or friends will not be reimbursed.

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- 5.14 Ancillary charges, including, but not limited to pay-per-view, room service and mini-bar expenses, are the personal responsibility of the traveler and will not be reimbursed.

Transportation

- 5.15 The County will reimburse members of Council/Committees for reasonable Travel Expenses incurred while conducting pre-approved business.
- 5.15.1 The most economical mode of transportation should be used whenever possible.
- 5.15.2 Members of Council/Committees may use their own personal vehicle for business travel purposes, if that is the most economical mode of travel, and approved prior to departure. Mileage shall be reimbursed pursuant to the rate as established from time to time by the Canada Revenue Agency. Mileage related to business travel and/or attendance at a Conference should be submitted prior to departure on a Travel Expense Form (**Appendix A**), using the kilometre estimate provided by Administration.
- 5.15.3 Where Travel Expenses are able to be determined in advance, Administration will complete the applicable Travel Expense Form (**Appendix A**). Administration will make best efforts to make payment in advance of travel, based on the regular Accounts Payable payment cycle, but with payment not being made more than 30 days prior to the event.
- 5.15.4 Loss or damage to a personal vehicle used for attendance on County business or a Conference shall not be the responsibility of the County.
- 5.15.5 Where more than one member of Council is travelling in the same vehicle, only the owner of said vehicle is entitled to reimbursement for mileage expenses.
- 5.15.6 Any costs associated with the maintenance, cleaning/detailing, fuel, vehicular breakdown or damage incurred while driving a personal vehicle will not be reimbursed by the County.

- 5.15.7 Any traffic violations, including parking tickets, will not be reimbursed by the County.

Out-of-Province Conferences

- 5.16 The County recognizes that periodically there are conferences held outside the Province of Ontario, which members of Council would benefit from attending. On up to two (2) occasions during a member of Council's four-year term, a member of Council may attend an out-of-province conference ("**Out-of-Province Conference**") in lieu of any other conference that year. The \$5,000 total annual expenses limit shall not apply to Out-of-Province conferences, provided that the attendance is on the Approved List of Conferences and is for the purpose of advancing the legitimate business of the County and that by such attendance, said members of Council and Committees will be better capable to carry out their duties on behalf of the County.

Per Diem

- 5.17 The daily travel per diem which members of Council are entitled for attendance at events extending more than 4 hours in duration is \$175.00. The per diem shall be limited to the number of days that the member of Council attends the event, either in person or virtually.

Meals

- 5.18 A Meal allowance will be calculated and paid (except when meals are included as part of the fees paid for a Conference or supplied with an accommodation or transportation) pursuant to the [Meal Allowance rate as established from time to time by the Canada Revenue Agency](#). The Meal Allowance related to attendance at a Conference should be submitted prior to departure on a Travel Expense Form (Appendix A).
- 5.18.1 Receipts to claim a meal allowance are not required. In lieu of receipts, the following guideline shall be applied when claiming a meal allowance:
- a) Breakfast – When the individual is required to leave for a trip before 8:00 AM or is away overnight.

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- b) Lunch – When the individual is required to leave before noon or arrives home after 2:00 PM.
- c) Dinner – When the individual could not arrive home before 7:00 PM or is away overnight.

Other

- 5.19 The expenses of the Warden are not limited in accordance with Section 5.0 of this Policy, but shall be and is limited by the budget as approved by Council.
- 5.20 While representing the County it is expected that Members shall abide by the **Code of Conduct for Council Members, and Members of Local Boards**.
- 5.21 Expenses above are payable only on behalf of the member of Council/Committee, and exclude any charges incurred by, on behalf of, or in relation to a partner of a member of Council/Committee

6.0 Related Documents/Legislation

- [Code of Conduct for Council Members, and Members of Local Boards](#) (being Appendix A to By-law # 2023-48)

7.0 Summary of Amendments

Date	Amendment(s)
2022-05-18	Report 2022-0518-LCS-R10-MB introduced Policy. • Essex County Council approved by Resolution 123-2022. • Replaces Policy 1994-004: Conference-Convention Attendance - Members of Council • Replaces Policy: 2009-002 Purchase of Alcohol with Municipal Funds
2024-02-10	Report 2024-1002-LCS-R31-KH • Amended Meal Allocation to align with CRA Recommended values. • Clarified language in some sections to align with practices. • Added Code of Conduct for Council Members, and Members of Local Boards as reference document.

Appendices

Appendix A: Council Travel Voucher

The Travel Expense form is available on County Connect.

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Council Travel Voucher

Sample Form

Date of Request					
Name			Department		
Date of Function					
Duration of Trip	days	to	nights		
Name of Event					
Location					

REGISTRATION	Prepaid	Not Prepaid	
Member			
Non-Member			
Spouse			
			**\$300 limit per year
TOTAL REGISTRATION			\$ -

TRAVEL	Vendor	Conf #	Before Tax	HST	Total
Hotel					\$ -
Air					\$ -
Train					\$ -
Rental Vehicle					\$ -
TOTAL TRAVEL			\$ -		

MILEAGE	Personal Vehicle Reimbursement - # of km	\$ 0.61
TOTAL TRAVEL		\$ -

PER DIEM	Number of days	\$ 175.00
TOTAL PER DIEM		\$ -

MEAL ALLOWANCE		Before Tax	HST	Total
Breakfast - leave before 8am / away overnight		\$ 15.00	\$ -	\$ -
Lunch - leave before noon / home after 2pm		\$ 20.00	\$ -	\$ -
Dinner - home after 7pm / away overnight		\$ 40.00	\$ -	\$ -
TOTAL MEAL ALLOWANCE		\$ -		

INCIDENTAL EXPENDITURES	Description	Before Tax	HST	Total
(Receipts required)				\$ -
				\$ -
TOTAL INCIDENTAL EXPENDITURES		\$ -		

PREPAYMENTS	Description	Pmt Method	Amount (enter as positive)
(includes other deductions such as personal portion of expenditures)	Prepaid Registration		\$ -
TOTAL PREPAYMENTS		\$ -	

TOTAL REIMBURSEMENT		\$ -
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OFFICE USE ONLY:	NOTES
Vendor ID	
Account Number	
Prepared by	
Approved by	

Appendix B

2025 Approved Conferences List (Proposed)

[ROMA - Rural Ontario Municipal Association](#)

January 19 - 21, 2025
Toronto

[OGRA - Ontario Good Roads Association](#)

March 30 - April 02, 2025
Toronto

[AMO – OSUM - Ontario Small Urban Municipalities](#)

April 30 – May 2, 2025
Collingwood.

[GLSLCI - Great Lakes and St. Lawrence Cities Initiative](#)

May 14-16, 2025
Milwaukee, WI

[FCM - Federation of Canadian Municipalities](#)

May 29–June 1, 2025
Ottawa, ON

[AMO - Association of Municipalities of Ontario](#)

August, 2025
TBD, Ontario

[TAC–Transportation Association of Canada](#)

Propose To Remove From List

Usually fourth week of September. (Exact Dates and Location TBD)
(NOTE: 2024 was in Vancouver)

[WOWC– Western Ontario Wardens’ Caucus](#)

Propose To Add To List

October 2025 (Exact Dates and Location TBD)



The Corporation of the County of Essex

By-Law Number 2024-43

A By-law to Authorize the Execution of an Agreement Between the Corporation of the County of Essex and Bridge Intelligence LLC DBA Asset Intel.

Whereas the Corporation of the County of Essex deems it expedient to enter into an Agreement with Bridge Intelligence LLC DBA Asset Intel, located at 5341 Maxon Ter, Sanford, Florida, 32771 USA, for the provision of software, implementation and ongoing services related to the operation, update and maintenance of the software, to The Corporation of the County of Essex.

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 Bridge Intelligence LLC DBA Asset Intel, a copy of which is attached hereto, and affix the Corporate Seal thereto.
- 2) **That** By-law 2024-43 be given three readings, and shall come into force and take effect after the final passing.

Read a first, second and third time and Finally Passed this Second day of October, 2024.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

Clerk's Certificate

I, Katherine J. Hebert, 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 2024-43** passed by the Council of the said Corporation on this **Second day of October, 2024.**

Katherine J. Hebert, Clerk
Corporation of the County of Essex



Software Subscription Contract

This Software Subscription Contract is made and is first effective as of the Effective Date.

Between:

The Corporation of the County of Essex
(the "**County**")

And:

Bridge Intelligence LLC DBA Asset Intel
(the "**Contractor**")

1.0 Background

The County desires to retain the Contractor to assist the County by providing the Services (defined below) and Deliverables (defined below), at the prices stipulated in **Schedule "A"** hereto, and in accordance with the terms of this Contract (defined below) for the implementation of InspectX Software (the "**Project**").

In Consideration of the mutual covenants, conditions and agreements set forth in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows below.

2.0 Interpretation

All terms appearing with the first letter capitalized shall have the meanings assigned in Section 31.0 (Definitions).

3.0 Contract Documents

The terms of the contract between the County and the Contractor for the supply of the Services and Deliverables, as applicable, are comprised of the following (collectively, the "**Contract**"):

- a) the main body of this Contract;
- b) **Schedule "A"** (Statement of Work);

- c) the Software License and Services Agreement of ASSETINTEL, (the "**Services Agreement**"), a copy of which is appended hereto as **Schedule "B"** for ease of reference. For clarity, the Services Agreement shall not amend the terms under this Contract, and, to the extent that there is discrepancy between the terms of this Contract, and/or the Services Agreement, the provisions of this Contract shall prevail.

Where the document is not included as a Schedule, it is deemed incorporated by reference. In the event of a conflict or inconsistency between any of the above documents, the conflict or inconsistency shall be resolved in favour of the document first appearing on the above list.

4.0 Supply of Services, Deliverable and Goods

The County hereby retains the Contractor to provide to the County with the services (the "**Services**") and to supply the work product (the "**Deliverables**") required to complete the Project and as described in, and on the terms provided for in, the attached **Schedule "A"** – Statement of Work. Where the context permits, the term "Services" shall be deemed to include "Deliverables".

5.0 Term

This Agreement is effective as of the commencement date set out in **Schedule "A"** and, unless earlier terminated pursuant to Section 11.0 - Termination, shall be for a five (5) year term, with the option to extend this Contract at the sole discretion of the County for up to an additional five (5) years (the "**Term**"), or such portion thereof as the County deems acceptable.

This Contract shall not be renewed by its own terms, and any further provision of Services by the Contractor beyond the Term of the Contract shall require an amendment signed by both parties.

6.0 Delivery Dates

The Contractor shall supply the Services and the associated Deliverable(s) by the date(s) specified in Schedule "A" and the Services Agreement, or such other date as may be agreed upon by the Parties.

The Contractor shall notify the County as soon as it becomes aware that it cannot meet the agreed delivery dates for Services and/or the associated Deliverables.

In the event of a delay, the Contractor shall, at no additional cost to the County, employ accelerated measures such as labour overtime to ensure the Services and/or the associated Deliverables are delivered on or before the revised delivery date.

In the event a delay in delivery or a new delivery date proposed by the Contractor is not acceptable to the County, acting reasonably, in addition to any other rights and remedies that may be available to the County at law, the County may terminate the Contract without any liability on the part of the County to the Contractor for such termination.

For greater certainty, the Contractor shall not be held responsible for delays outside the Contractor's reasonable control or to the extent any delay is caused by the County.

7.0 Inspection and Acceptance

Prior to accepting Deliverables arising from the provision of the Services, where the County discovers defective or non-conforming Deliverables, the County may obtain a price reduction or re-performance of the non-conforming Deliverables arising from the provision of the Services at no additional charge to the County. No payment shall be owed for the Services and associated Deliverables unless and until the County has accepted the final Deliverables arising from the provision of the Services.

8.0 Data Residency

The Contractor expressly agrees as follows:

- a) it is responsible for, the data hosting associated with all InspectX software licenses used by the County;
- b) The Contractor agrees all County data will be securely hosted and stored within Canada; and
- c) should the Contractor be unable to utilize data centres in Canada for the residency of the County's data for any reason, the Contractor shall seek approval of the County's IT Department, Privacy Officer, and Legal Services.

9.0 Fees and Invoicing

Fees. For and in consideration of the Services and the associated Deliverables furnished by the Contractor to the County under this Contract,

the County shall pay the prices and fees (the "**Fees**") set out in **Schedule "A"**.

Taxes. The Fees set out in **Schedule "A"** may not set out the relevant sales, goods and services, excise, value added or similar taxes, whether of provincial or other jurisdictional level, however taxes should be charged to the County and shown separately on each invoice in the normal course. The Contractor acknowledges that it may be subject to withholding tax under Canadian law. All taxes shall be shown separately on each invoice. The Contractor is entitled to apply for any tax credits applicable to or in relation to its services and shall be entitled to provide such information as may be required by the relevant tax authority to such authority.

Invoicing. Unless otherwise agreed in writing or in this Contract, the Contractor shall invoice the County annually for recurring fees and if applicable monthly for additional consulting services.

Invoices shall be submitted to the attention of "Accounts Payable" at the address as set out in **Schedule "A"**. The invoice shall contain: (i) a description of the Services and Deliverables provided; (ii) details of the Fees and applicable taxes due, with each of the Fees and applicable taxes shown separately; and (iii) a description of any disbursements and expenses claimed that are permitted by the terms of the Contract. If not previously provided, the invoice shall contain the Contractor's HST registration number. The County shall pay any undisputed amounts owing to the Contractor within thirty (30) days of receipt of the invoice. The Contractor understands that failure to include all supporting documentation with the invoice and/or failure to provide any or all of the foregoing information as part of the invoice may result in a delay of payment to the Contractor and that the invoice may be returned to the Contractor unpaid and unprocessed.

Disputed Invoices. If the County disputes an invoice, the County shall notify the Contractor in writing of the reasons for its dispute within fourteen (14) days of receiving the invoice. The County shall pay only the undisputed portion of the Fees in accordance with the payment terms in this Contract. Any dispute in respect of an invoice shall be resolved through the dispute resolution process set out in Section 23.0 (Dispute Resolution) of this Contract.

Withholdings. If any Fees payable to the Contractor are subject to withholding taxes, the County shall withhold and remit such amounts to the applicable taxing authority, unless the Contractor provides the County with an exemption or waiver certificate. The County will provide the Contractor with written confirmation of any such withholding and remittance.

Disbursements and Expenses. The Contractor agrees that in no event shall any expenses or disbursements be payable by the County, nor shall the County be in any way liable for the same, unless such disbursement or expense was pre-approved in writing by the County and supporting documentation is provided to the County along with the invoice for the same.

All prices and fees provided for in **Schedule "A"** are the maximum prices and fees to be charged for the Services during the term of the Contract.

10.0 Fee Increases

Unless otherwise specified in the Contract, all prices and fees are the maximum prices and fees to be charged for the Services and associated Deliverables during the term of the Contract.

Any additional Services required in connection with the Deliverables and not within the scope of the Contract must be offered by Contractor at a price that is not higher than Contractor's published prices at the time that the Contract is executed (where not published, then at commercially reasonable and competitive prices) and must not increase for the Term of this Contract.

11.0 Termination

The Parties may terminate this Contract in accordance with the provisions related to termination contained in the Services Agreement.

12.0 Consequences of Termination

Upon expiration or termination of this Contract, the County shall pay the Contractor for all of the Services and Deliverables delivered to, and accepted by, the County prior to expiration or termination and for all pre-approved expenses reasonably and properly incurred by the Contractor prior to expiration or termination, if payable pursuant to Section 9.0 (Fees and Invoicing) and further, upon such termination of this Contract, the Contractor shall have no further obligation to provide the Services and/or associated Deliverables and the County shall have no obligation to pay the Fees or make any other payments hereunder.

In the event of termination for cause by the County, the County may set-off any unpaid amounts due to the Contractor under this Contract, against any amounts owing by the Contractor to the County hereunder (including any amounts required to indemnify the County pursuant to Section 14.0 (Liability

and Insurance), as determined by the County in its sole discretion and any costs that the County may incur to complete the Services or Deliverables.

Upon termination of this Contract, the Contractor shall immediately return to the County all records, files, lists, documents (including electronic material), equipment, software, intellectual property and any other property belonging to the County, unless otherwise directed by the County in writing.

13.0 Indemnity

The Contractor hereby undertakes to indemnify and save harmless (but not defend) the County and its directors, officers, employees, agents and other representatives from and against any and all losses, claims, demands, debts, actions, causes of actions, damages, penalties, interest, costs or expenses (including reasonable legal fees and disbursements) or liability to the extent caused by:

- a) the negligent or wrongful acts or omissions of the Contractor or its employees and/or agents, including the Representative, arising in connection with this Contract or the Schedules attached hereto;
- b) any and all breaches by the Contractor or its employees and/or agents, including the Representative, of any representations, warranties, covenants, terms or conditions of this Contract or the Schedules attached hereto;
- c) any employee source deduction, employer contribution or other employer/employee obligation, including interest and penalties thereon, which the County may be assessed or otherwise may incur under any federal, provincial, state or municipal law as a result of a federal, provincial or municipal governmental department or agency, authority or competent tribunal determining that the Representative is considered an employee of the County; and any claim by any third party that the Services or Deliverables infringe the Intellectual Property Rights of any person.

14.0 Liability and Insurance

During the term of this Contract, the Contractor shall maintain in force at its sole and entire expense:

- a) a \$4,000,000.00 General Insurance policy with a minimum requirement of \$3,000,000.00 inclusive for both public liability and property damage; and
- b) a Professional Liability and Errors and Omissions Insurance policy of not less than \$2,000,000 Professional & Technology Based Services.

It is understood and agreed that the coverage provided by the policies of insurance listed above will not be changed or amended in any way to the detriment of the County, nor cancelled until 30 days after written notice by registered mail of such change or cancellation has been delivered to the County.

Proof of the insurance coverage outlined above shall be in form satisfactory to the County, in its sole and absolute discretion.

15.0 Warranty

The Contractor warrants that the professional services shall be performed by its employees or subcontractors in a manner conforming to generally accepted industry standards and practices. No other warranties expressed or implied, are made with respect to the Services or Goods to be supplied by the Contractor, hereunder, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

16.0 Change Orders

The County or the Contractor may, at any time, propose a change to **Schedule "A"**, or to the Services or Deliverables outside the scope of **Schedule "A"** provided that no changes to this Contract are valid unless made in writing and mutually agreed by the parties.

Where a change is proposed, the Party proposing the change shall submit a written change order request to the other Party.

If the change order request is accepted in writing by both Parties, the additional or changed Services or Deliverables (as applicable) shall be supplied at the prices stipulated in the Contract or, where such prices are not listed, then at prices mutually agreed to in writing.

For greater certainty, where no prices have been clearly agreed to in writing in connection with a change order, then the prices last agreed to in the Contract shall apply for purposes of calculating the cost of Services or Deliverables.

17.0 Non-Exclusivity

Subject to any conflict of interest, nothing in this Contract shall prohibit or restrict the Contractor and the Representative from contracting with or being engaged in any capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

Nothing in this Contract shall prohibit or restrict the County from contracting with or engaging in any capacity any person to provide services or perform work for the County that are similar to or compete with the Services or Deliverables provided by the Contractor hereunder.

18.0 Confidentiality

All specifications, drawings, patterns, samples and other information furnished to Contractor by the County in connection with the Contract will be used solely for the purpose of providing the Services and associated Deliverables and for no other purpose; will remain the property of the County; and will be returned or destroyed at the County's request at the expense of the Contractor. The Contractor may retain irretrievable electronic copies of information contained in routine back-ups created as part of its information technology system back-up and disaster recovery protocols. Such retained confidential information shall remain subject to the provisions of this Section 18.0 until destruction of such confidential information.

This Contract and information issued, used or disclosed in connection with the Services and associated Deliverables are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the County, for the protection of same.

The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the County, (b) becomes publicly known other than through breach of any confidentiality obligations, or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

19.0 Compliance with Laws

The Contractor acknowledges that the County is subject to, among other things the *Municipal Freedom of Information and Protection of Privacy Act*,

R.S.O. 1990, c M.56 ("**FOI Legislation**") and that information provided to or from the County in connection with this Contract may be subject to the provisions of these acts and other applicable law.

Without limiting anything else in this Contract, the Contractor hereby covenants and agrees that it shall comply with all duties and obligations as set out in all applicable laws, as amended from time to time, and shall make all reasonable efforts to assist the County in complying with the County's duties and obligations as set out in and which arise from law applicable to this Contract or to the Services and associated Deliverables provided hereunder.

20.0 Audit

The Contractor shall keep proper accounts and records of the cost relating to the Services and associated Deliverables, including all invoices, receipts and vouchers.

If this Contract includes payment for time spent by the Contractor, its employees, Representatives, agents or subcontractors providing the Services and associated Deliverables, the Contractor must keep a record of the actual time spent each day by each individual providing any part of the Services and associated Deliverables.

Unless the County has consented in writing to its disposal, the Contractor must retain all the information described in this Section 20.0 for seven (7) years after either:

- the Contractor receives the final payment under this Contract; or
- until the settlement of all outstanding claims and disputes, whichever is later.

During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of the County, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information the County or its representatives may, from time to time, require to perform a complete or partial audit of this Contract.

Notwithstanding the foregoing, the County's right to inspect, copy and audit shall not extend to the composition of the Contractor's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

Where such audit or inspection discloses an overpayment by the County, the County shall have a right to set-off the amount of such overpayment against future Contractor invoices issued pursuant to this or any other Contract and, to the extent that the County's right of set-off is not exercised or not adequate to cover such overpayment, Contractor shall be responsible for promptly repaying such overpayment.

21.0 Subcontractors

The Contractor may subcontract portions of the work pursuant to this Contract provided that the Contractor shall (a) obtain the consent of the County in advance of retaining any subcontractor, (b) be solely liable for any and all payments to be made to the subcontractor, and (c) be liable for its subcontractors' compliance with the Contract.

22.0 Relationship

The Contractor expressly acknowledges and agrees that it shall render the Services and associated Deliverables hereunder as an independent Contractor and that the Contractor's employees, including the Representative, agents, and/or subcontractors are not employees of the County.

Neither the Contractor nor any of its employees and/or agents, including the Representative, shall have any right to any the County employee benefit, entitlement or advantage.

Nothing in this Contract shall be construed as creating a partnership, joint venture or agency relationship between the parties, or as authorizing either party to act as agent for the other or to enter into any contracts on behalf of the other party. Neither the Contractor nor the Representative is authorized to bind or commit the County, either actually or apparently, in any manner whatsoever, without express prior written authority from the County to do so.

Notwithstanding the above, should the Contractor require the substitution of a subcontractor or a supplier, the Contractor may request a change from the County's Representative, but which request may be denied at the sole and absolute discretion of the County and/or the County's Representative.

23.0 Dispute Resolution

The Parties agree that any dispute between the Parties under this Contract shall be resolved in the following manner.

The Parties shall first endeavour to resolve any such dispute matter or matters by good-faith negotiation, which shall conclude when: (a) the Parties reach an agreement settling the dispute; (b) either Party declares an impasse; or (c) thirty (30) days following the start of the negotiations have expired. If requested in writing by either the County or the Contractor, the County and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Contract by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the Parties.

If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be settled by binding arbitration subject to the terms of the *Arbitration Act*.

In no case shall a dispute between the Parties, or involving either of them, delay the supply of the Services and/or associated Deliverables.

24.0 Severability

If any provision of this Contract is in conflict with any statute or rule of law or is determined by a court of competent jurisdiction to be illegal or unenforceable, then such provision will be automatically amended only as needed to remove the conflict, illegality or unenforceability. All of the other provisions will remain as they are and in full force and effect.

25.0 Notices

All notices and communications hereunder shall be in writing and shall be either (a) delivered personally, (b) delivered by commercial courier service, (c) sent by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith, or (d) transmitted by facsimile or e-mail address indicated below:

To the Contractor:

Bridge Intelligence LLC DBA AssetIntel
5341 Maxon Ter, Sanford, Florida, 32771
Phone: (407) 430-5216
Attention: Hooman Parvardeh
Email: hooman@assetintel.ca
Email: Ayush@bridge-intel.com

To the County:

The County of Essex
360 Fairview Avenue, West Essex, Ontario, N8M 1Y6
Tel: (519)776-6441 ext.1338
Attention: Darrel Laurendeau
Email: dlaurendeau@countyofessex.ca

Notices delivered personally shall be deemed to have been received when delivered; if delivered by courier, shall be deemed to have been delivered on the delivery date and time recorded by the courier in its delivery records; if transmitted by facsimile or by e-mail, shall be deemed to have been received when confirmed by the recipient as having been received and notices sent by certified or registered mail shall be deemed to have been received four (4) days after mailing.

26.0 Amendment, Waivers and Assignment

This Contract may be amended in whole or in part only by the express written agreement of the parties hereto.

No waiver of any provision of this Contract shall be implied, and no waiver shall be valid unless it is in writing and signed by the party waiving its rights. No waiver of any breach of any of the terms, provisions or conditions of this Contract shall be construed as or held to be a waiver of any other breach, or a waiver of, acquiescence in, or consent to, any further or succeeding breach hereof.

The Contractor may not assign its rights under this Contract without the prior written consent of the County, and any attempt to do so shall be a breach of this Contract and shall be void.

27.0 Entire Agreement

This Contract and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous negotiations, understandings and agreements, verbal or written with respect to any matters referred to in this Contract except as specifically set out in this Contract.

28.0 Governing Law and Attornment

This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada.

Without limiting the requirement to submit disputes to arbitration, each party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts located in the Province of Ontario for the purpose of any action or proceeding brought by either of them in connection with this Contract or any alleged breach thereof.

29.0 Survival

The representations, warranties and other provisions in this Contract that by their sense and context are intended to survive completion of performance, expiration or termination of this Contract, shall so survive the performance, expiration or termination of this agreement as necessary to give effect to their intention.

30.0 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Contract, a party may send a copy of its executed counterpart to the other party by electronic transmission and the signature transmitted by such transmission shall be deemed to be that party's original signature for all purposes.

31.0 Definitions

In this Contract, capitalized terms shall have the following meanings:

"Contract" has the meaning assigned in Section 3.0 (Contract Documents);

"Contractor" has the meaning assigned in the preamble;

"County" has the meaning assigned in the preamble

"Deliverables" means the deliverables described in Schedule "A".

"Effective Date" has the meaning assigned Schedule "A";

"Fees" means the prices and fees set out in Schedule "A";

"FOI Legislation" has the meaning assigned in Section 19.0 (Compliance with Laws);

"Force Majeure" has the meaning assigned in Section 32.0 (Force Majeure);

"Project" has the meaning assigned in Section 1.0 (Background);

"Services" means the services described in the attached Schedule "A" and as further detailed in the Proposal;

"Representative" means the representative described in the attached Schedule "A"; and

"Term" has the meaning assigned in Section 5.0 (Term).

32.0 Force Majeure

In the event that either Party is delayed or unable to perform any part of its obligations under this contract due to circumstances that were not foreseeable and were beyond the reasonable control of such Party, including acts of nature or the elements, war, riot, insurrection, military action, terrorist activity, economic sanction, blockade or embargo, sabotage, flooding, earthquake, or action or restraint by the order or act of a government authority properly exercising its jurisdiction (each, either solely or in combination, an event of **"Force Majeure"**), such Party shall be excused from the performance of such obligation to the extent that performance is prevented, hindered, or delayed by such Force Majeure. For clarity, in no event shall lack of funds or economic hardship, failure to obtain necessary licenses or approvals, import or export restrictions or customs clearance or compliance, or strikes by or lockouts of unionized employees or other labour unrest constitute an event of Force Majeure. Upon the occurrence of a Force Majeure event, the affected Party shall notify the other Party of same and use its reasonable efforts to remedy or correct the delay or failure to perform as soon as possible. In no circumstances shall the Party prevented or delayed from performing any part of its obligations be liable to the other party for any damage caused by the event of Force Majeure. In the event that such Force Majeure results in a delay exceeding thirty (30) days, the other Party may suspend the contract pending resolution of the Force Majeure, or terminate the Contract.

**BALANCE OF PAGE 14 OF 17 INTENTIONALLY LEFT BLANK,
WITH EXECUTION PAGE ON FOLLOWING PAGE 15 OF 17.**

The Parties hereto have each executed this Contract by their respective duly authorized officers.

**BRIDGE INTELLIGENCE LLC DBA
ASSETINTEL**

Per: Hooman Parvardeh, CEO

I have authority to bind the Corporation.

**THE CORPORATION OF THE COUNTY
OF ESSEX**

Per: Katherine Hebert, Clerk

Per: Hilda MacDonald, Warden

We have authority to bind the
Corporation.

Schedule "A" Statement of Work

Effective Date: September 15, 2024

Representative: Hooman Parvardeh
Email: hooman@assetintel.co
Phone: (407) 430-5216

Representative the County: Karyn Templin
Manager, Design & Construction
Email: ktemplin@countyofessex.ca
Phone: (519) 776-6441 x 1602

Accounts Payable Email: infraaccountspayable@countyofessex.ca

Description of Services and Deliverables:

InspectX Software, Implementation and Maintenance.

Fees

Total Cost of the Contract: \$383,584.54 USD excluding taxes. Annual license fees are subject to CPI.

Fee Summary Table, US Dollars

Description	Price
InspectX License Fee 2024-2034	\$280,084.54
Implementation	\$29,500.00
Geo Replicated Data Backups	\$67,500.00
Service Hours (20)	\$6,500.00
Total Cost of Contract excluding taxes	\$383,584.54

Cost Breakdown

Description	Contract Term				
	Year 1	Year 2	Year 3	Year 4	Year 5
	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
Annual Software License	\$ 25,000.00	\$ 25,625.00	\$ 26,265.63	\$ 26,922.27	\$ 27,595.32
Implementation Fee	\$ 29,500.00	n/a	n/a	n/a	n/a
20 Additional Service Hours	\$ 6,500.00	n/a	n/a	n/a	n/a
Geo Replicated Data Backups	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00
Optional years					Total
Year 6	Year 7	Year 8	Year 9	Year 10	
2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	
\$ 28,285.21	\$ 28,992.34	\$ 29,717.14	\$ 30,460.07	\$ 31,221.57	\$ 280,084.54
n/a	n/a	n/a	n/a	n/a	\$ 29,500.00
n/a	n/a	n/a	n/a	n/a	\$ 6,500.00
\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 6,750.00	\$ 67,500.00
USD					\$ 383,584.54
CDN 1.36					\$ 521,674.98

Additional Assest Cost – See Exhibit “C” of Schedule “B”

The fees and amounts are in American funds unless otherwise specified herein. Please refer to Section 9.0 (Fees and Invoicing) of this Contract for further terms regarding the fees.

[Balance of Page 17 of 17 Intentionally Left Blank]



The Corporation of the County of Essex

By-Law Number 2024-44

A By-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for the Regular and Meeting held October 2, 2024.

Whereas pursuant to 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 pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers, and privileges pursuant to 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 these meetings 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 Regular meeting held October 2, 2024, 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 of the County of Essex during the said Regular meeting held October 2, 2024 referred to in Section 1 of this By-law; and

By-Law Number 2024-44

Page 2

- 3) That the Warden and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by the Council of the Corporation of the County of Essex during the said Regular meeting held October 2, 2024 referred to in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the County of Essex to all such documents.

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 Second day of October, 2024.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

Clerk's Certificate

I, Katherine J. Hebert, 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 2024-44** passed by the Council of the said Corporation on this **Second day of October, 2024.**

Katherine Hebert, Clerk
Corporation of the County of Essex