

Agenda - Essex County Council, Regular Meeting

Date: Wednesday, May 7, 2025
Time: Closed Meeting - 5:30PM - Regular Meeting - 6:00PM
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

A Closed Meeting has been scheduled for 5:30PM, pursuant to Section 239 (2) (b) and (f), of the Municipal Act, 2001, as amended for the following reasons:

- (b) personal matters about an identifiable individual, including municipal or local board employees;
- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;

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	9
	Minutes of the Essex County Council, Regular Meeting, dated April 16, 2025	
	Recommendation:	
	That the minutes of the April 16, 2025 Regular Meeting of Essex County Council be adopted as presented.	
9.	Delegations and Presentations	
9.1	Essex County Accessibility Advisory Committee	21
	Dennis Sanson, Chair, Debbie Alexander, Vice Chair, along with members of the Essex County Accessibility Advisory Committee to make a presentation regarding ECAAC activities and upcoming events.	
9.2	Invest Windsor Essex	31
	Joe Goncalves, Vice President Investment Attraction & Strategic Initiatives, Wendy Stark, Director, Business Retention & Expansion and Keith Andrews, COO & Strategic Advisor to the Board of Directors to provide a presentation regarding Invest Windsor Essex Q1 Updates and Strategic Planning Update	
10.	Communications	
10.1	Correspondence	
	Recommendation:	
	That the correspondence listed on the Regular Agenda for May 7, 2025, be received and any noted action approved.	
10.1.1	Tourism Windsor Essex Pelee Island (TWEPI)	
	WE Keep You Informed - <u>Newsletter</u>	
	• June 12, 2025 <u>Join Us At Our 2025 Tourism Windsor Essex Pelee Island Annual General Meeting!</u> • <u>Destination Ontario - Survey Results</u> • <u>Ontario Bike Summit - Share the Road Cycling Coalition, May 27, 2025 - May 29, 2025</u>	

10.1.2	Association of Municipalities of Ontario (AMO) • <u>Municipal Trade and Tariff Forum: Toronto, ON June 6, 2025 - Registration Open</u> • <u>AMO Watchfile Newsletter</u> • <u>AMO Policy Updates</u> • <u>AMO Calendar - Education Events</u>	
10.1.3	Hydro One Longwood to Lakeshore Project Update Spring 2025 • April 22, 2025 Email Notification • Project Website - <u>Longwood to Lakeshore Project</u>	42
10.1.4	County Road 42 - Notice to Residents NOTICE - <u>County Road 42 and County Road 19 Improvements.</u> The completion of Phase 3 & 4 work will include: • The construction of a roundabout at the intersection of CR 42 and CR 19. • Widening of CR 42 between the new CR 43 roundabout and the new CR 19 roundabout. • The addition of new sidewalks, curbs, landscaping and boulevard restoration.	44
10.2	Resolutions	
10.2.1	Town of Kingsville April 16, 2025 Letter RE Opposition to Strong Mayor Powers – Proposed Amendments to O. Reg. 530/22 Recommendation: That Essex County Council [Receive and File/ Receive and Respond / Other Action], the correspondence from the Town of Kingsville, dated April 16, 2025	45

- 10.2.2 Town of Amherstburg** 47
April 15, 2025 Letter RE Resolution 20250414-006 –
Traffic Safety Measures in Amherstburg

Recommendation:

That Essex County Council [**Receive and File/ Receive and Respond / Other Action**], the correspondence from the Town of Amherstburg, dated April 15, 2025

- 10.2.3 Town of Tecumseh** 49
April 25, 2025 Letter RE Opposition to Strong Mayor Powers

Recommendation:

That Essex County Council [**Receive and File/ Receive and Respond / Other Action**], the correspondence from the Town of Tecumseh, dated April 25, 2025

11. Consent Agenda

Recommendation:

That the recommendations in the Administrative Reports listed as item 11.1 and 11.2, on the Consent Agenda for May 7, 2025, be approved .

- 11.1 Summary of Outstanding Reports for May 7, 2025** 53
Report number 2025-0507-LLS-R21-KH, Summary of Outstanding Reports, dated May 7, 2025 from Katherine Hebert, County Clerk

- 11.2 County Road 42 and Renaud Line Road Traffic Review** 57
Report number 2025-0507-IPS-R11-JB, County Road 42 and Renaud Line Road Traffic Review, dated May 7, 2025 from Jerry Behl, Manager, Transportation Planning and Development

12. Reports and Questions

- 12.1 Indemnification of Members of Council and Supporting By-law** 61
Report number 2025-0507-LLS-R22-DS, Indemnification of Members of Council and Supporting By-law, dated May 7, 2025, from David Sundin, Director, Legislative and Legal Services/County Solicitor

Recommendation:

That Essex County Council receive this Report 2025-0507-LLS-R21-DMS – Indemnification Policy for information and approve the Indemnification Policy substantially in the form appended to this Report.

12.2 Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore

76

Report number 2025-0507-LLS-R18-DS, Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore, dated May 7, 2025 from David Sundin, Director, Legislative and Legal Services/County Solicitor

Recommendation:

That Essex County Council approve report number 2025-0507-LLS-R19-DMS, Annexation of Land by the Town of Tecumseh from the Municipality of Lakeshore; and,

That Essex County Council approve a By-law in support of the annexation of Monroe Island at the appropriate time, and authorize the Clerk and the Warden to execute such agreements and documents as may be required to effect the said annexation; and ,

That Essex County Council direct Administration to communicate the County's support for the annexation to the Town of Tecumseh, the Municipality of Lakeshore, and to the Ministry of Municipal Affairs and Housing.

12.3 Human Resources Annual Service Report - 2024

105

Report number 2025-0507-HR-R01-GF, Human Resources Annual Service Report - 2024, dated May 7, 2025 from Gary Filiatrault, HR Business Partner

Recommendation:

That Essex County Council receive report number 2025-0507-HR-R01-GF, Human Resources Annual Service Report 2024 as information.

- 12.4 Canada First Strategy-County Procurement** 113
- Report number 2025-0416-FIN-R12-MR, Canada First Strategy-County Procurement, dated April 16, 2025, from Melissa Ryan, Director, Financial Services/Treasurer
- Recommendation:**
- That Essex County Council receive and approve report number 2025-0507-FIN-R12-MR, Canadian First Strategy; and,
- That Administration be directed to make the required amendments to the County's Procurement Policy, reflecting the approved wording as outlined in the report regarding the implementation of a Canada First Procurement Strategy and a tariff escalation clause; and
- That, at the appropriate time, the required amending By-law 2025-22, being a by-law to amend by-law 2024-08, which adopted the County's Procurement Policy, be forthwith given three readings, and be adopted.
- 12.5 Sun Parlor Home - Strategic Initiatives Update** 131
- Report number 2025-0507-CAO-R04-SZ, Sun Parlor Home - Strategic Initiatives Update, dated May 7, 2025 from Sandra Zwiers, Chief Administrative Officer
- Recommendation:**
- That Essex County Council approve report number 2025-0507-CAO-R04-SZ, SPH Strategic Initiatives Update as information; and
- That County Council authorize Administration to proceed with an expanded scope of work for the Sun Parlor Home Comprehensive Analysis and Feasibility Study to include a Service Delivery Review to be performed by Bessant Pelech Associates Inc.; and
- That the additional funding of up to \$140,000 be approved, with funding from the Rate Stabilization Reserve, if necessary.
- 12.6 Sun Parlor Home – Declaration of Compliance for 2024** 135
- Report number 2025-0507-CAO-R05-SZ, Sun Parlor Home – Declaration of Compliance for 2024, dated May 7, 2025 from Sandra Zwiers, Chief Administrative Officer

Recommendation:

That Essex County Council receive report Sun Parlor Home – Declaration of Compliance for 2024 as information.

13. Unfinished Business

There is no unfinished business for May 7, 2025

14. New Business

14.1 Public Reporting of Closed Meeting

15. Adoption of By-Laws

Recommendation:

That By-laws 2025-20 through 2025-23, be given three readings, and having been read a first, second and third time, be finally passed and enacted.

- | | |
|--|-----|
| 15.1 By-law Number 2025-20 | 139 |
| Being a By-law to approve and adopt an Indemnification Policy, which provides for the indemnification for current and former members of Council and its Local Boards and the current and former employees of the County with respect to certain actions or proceedings arising from their duties while acting on behalf of the County of Essex | |
| 15.2 By-law Number 2025-21 | 153 |
| Being a By-law to endorse the proposed annexation by Tecumseh of the lands known as Monroe Island from the Municipality of Lakeshore | |
| 15.3 By-law Number 2025-22 | 159 |
| Being a By-law to Amend By-law 2024-08, being a by-law to adopt a Procurement Policy for the Corporation of the County of Essex (To Include Provisions for a Buy Canadian Strategy). | |
| 15.4 By-law Number 2025-23 | 164 |
| Being a By-law to confirm the proceedings of the Council of the Corporation of the County of Essex, Regular and Closed meetings, held on May 7, 2025 | |

16. Notice of Motion

There are no Notices of Motion for May 7, 2025

17. Adjournment

Recommendation:

That the Essex County Council meeting for May 7, 2025 be adjourned at [Time] PM.



Essex County Council, Regular Meeting Minutes

Wednesday, April 16, 2025

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, Councillor
 - Joe Bachetti, Deputy Warden
 - Tracey Bailey, Councillor
 - Sherry Bondy, Councillor
 - Kimberly DeYong, Councillor
 - Chris Gibb, Councillor
 - Hilda MacDonald, Warden
 - Crystal Meloche, Councillor
 - Michael Prue, Councillor
 - Dennis Rogers, Councillor
 - Rob Shepley, Councillor
 - Larry Verbeke, Councillor
 - Kirk Walstedt, Councillor
 - Brian Houston, Councillor, (Alternate Member)
- Absent:
- Gary McNamara, Councillor
- Administration:
- Allan Botham, Director, Infrastructure & Planning Services
 - Katherine Hebert, County Clerk
 - Justin Lammers, Chief, Essex-Windsor EMS
 - Darrel Laurendeau, Director, Information Technology
 - Kyla Pritiko, Director, Human Resources
 - Melissa Ryan, Director, Financial Services / Treasurer
 - David Sundin, Director, Legislative and Legal Services / County Solicitor
 - Crystal Sylvestre, Manager, Records and Accessibility / Deputy Clerk
 - Sandra Zwiers, Chief Administrative Officer
 - Jerry Behl, Manager, Transportation Planning and Development

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Ziad Fatallah, Deputy Chief, Planning & Physical Resources,
EWEMS
Kaitlyn Baggio, Administrative Assistant - Legislative and Legal
Services

1. Closed Meeting

There was no Closed Meeting held on April 16, 2025.

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.

Gary McNamara was absent. Brian Houston attended as an alternate member for the Town of Tecumseh.

6. County Warden's Welcome and Remarks

Warden MacDonald welcomed everyone to the Regular meeting.

The Warden noted that Hospice had launched their annual Blue Dove campaign to raise funds that support their program. Hospice, which has locations in Windsor and Leamington, had been providing compassionate end-of-life care to residents of the region for over 45 years.

7. Disclosure of Pecuniary Interest

7.1. Michael Akpata - Regional Policing Study - Cost of Engaging a Consultant

Member (Retired) of the Windsor Police Service.

8. Adoption of Regular Meeting Minutes

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112-2025

Moved By Crystal Meloche

Seconded By Larry Verbeke

That the minutes of the April 2, 2025 Regular Meeting of Essex County Council be adopted as presented.

Carried

9. Delegations and Presentations

9.1. Mary Brownlie and Dylan Osborne

Dylan Osborne was unable to attend, and sent regrets.

Mary Brownlie shared a personal account of information regarding traffic incidents at the intersection of County Roads 18 and County Road 15 and asked Council to consider such personal stories when considering decisions regarding County road and intersection work and when prioritizing road safety projects.

10. Communications

10.1. Correspondence

113-2025

Moved By Joe Bachetti

Seconded By Rob Shepley

That the correspondence listed on the Regular Agenda for April 16, 2025, be received and any noted action approved.

Carried

10.1.1 Association of Municipalities of Ontario (AMO)

Association of Municipalities of Ontario (AMO)

- [Municipal Trade and Tariff Forum: Toronto, ON June 6, 2025 - Registration Open](#)
- [AMO Watchfile Newsletter](#)
- [AMO Policy Updates](#)
- [AMO Calendar - Education Events](#)

10.1.2 Great Lakes and St. Lawrence Cities Initiative

- Making Waves Newsletter

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- Annual Conference 2025 — Explore our detailed preliminary program and register

10.2.Resolutions

10.2.1 Town of Essex

Letter from Town of Essex RE Regional Transportation Grant for the Leamington-Windsor Transit Line, dated March 28, 2025

114-2025

Moved By Tracey Bailey

Seconded By Crystal Meloche

That Essex County Council receive and file the correspondence from the Town of Essex, dated March 28, 2025.

Carried

11. Consent Agenda

115-2025

Moved By Tracey Bailey

Seconded By Brian Houston

That the recommendations in the Administrative Reports listed as items 11.1 through 11.3, on the Consent Agenda for April 16, 2025, be approved and further that the Minutes listed as items 11.4 and 11.5 on the said Consent Agenda be received.

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

Carried

11.1.Summary of Outstanding Reports - April 16, 2025

Report number 2025-0416-LLS-R18-KH, Summary of Outstanding Reports, dated April 16, 2025 from Katherine Hebert, County Clerk

11.2.Quarterly Procurement Report

Report number 2025-0416-FIN-R11-SP, Quarterly Procurement Report, dated April 16, 2025, from Sandy Pillon, Manager, Procurement and Compliance

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11.3.2025 Annual Repayment Limit

Report number 2025-0416-FIN-R09-MR, 2025 Annual Repayment Limit, dated April 16, 2025, from Melissa Ryan, Director, Financial Services/Treasurer

11.4. Essex County Library Board (ECL)

Minutes of the February 26, 2025 meeting of the Essex County Library Board

11.5. Windsor Essex Community Housing Corporation (WECHC)

Meeting Minutes, WECHC Board Meetings, dated:

- December 14, 2023
- February 20, 2024
- April 12, 2024
- April 25, 2024
- June 27, 2024
- June 27, 2024 (AGM)
- October 3, 2024

12. Reports and Questions

12.1. Road Safety Management Program

Report number 2025-0416-IPS-R09-JB, Road Safety Management Program, dated April 16, 2025, from Jerry Behl, Manager, Transportation Planning and Development

Jerry Behl outlined the planned phases of the Road Safety Management Program. Phase 1 included road network screening and had been completed by a consultant. A full copy of the screening would be shared with local municipal engineering departments for information. This Phase 1 data is what is being presented to Council within this report.

Phase 2 will start with site visits by County engineers and technologists to the various locations within the network, to gather information and review the potential for safety improvements. Following the site visit under Phase 2, Phase 3 will consist of developing, where deemed necessary, an implementation strategy and costing analysis for any improvements. Administration will deliver a priority list of projects with budget and timelines over a 5

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year plan. The final phase includes continued monitoring to track benefits of improvements where implemented.

116-2025

Moved By Kirk Walstedt

Seconded By Rob Shepley

That Essex County Council receive report number 2025-0416-IPS-R09-JB, Road Safety Management Program as information.

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

Carried

12.2. Intersection of County Road 20 and Lowes Side Road

Report number 2025-0416-IPS-R10-JB, Intersection of County Road 20 and Lowes Side Road, dated April 16, 2025, from Jerry Behl, Manager, Transportation Planning and Development

Jerry Behl provided a summary of the review and analysis of safety and speed at the intersection of County Road 20 and Lowes Side Road.

It was explained that a comprehensive review had been completed referencing the Transportation Association of Canada (TAC) guidelines, statistics on traffic activity and physical features present in the area in question. The analysis of data, resulted in a recommendation to reduce the speed limit on County Road 20 from 70km/h to 50km/h between Lowes Side Road and 50m south of Dalhousie Street would be appropriate.

Kirk Walstedt, Councillor left the meeting at 6:55 pm.

117-2025

Moved By Chris Gibb

Seconded By Michael Prue

That Essex County Council receive report number 2025-0416-IPS-R10-JB, Intersection of County Road 20 and Lowes Side Road as information; and,

That Essex County Council direct administration to reduce the speed limit on County Road 20 from 70km/h to 50km/h between Lowes Side Road and 50m south of Dalhousie Street; and,

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That by-law 2025-17 be adopted, amending By-law 26-2002 to Regulate Traffic and Parking on Highways within the Essex County Roads System, 'Schedule H' to reduce the speed on County Road 20 between Lowes Side Road and 50m south of Dalhousie Street.

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

Carried

12.3.Non-Smoking and Non-Vaping Policy

Report number 2025-0416-LLS-R16-DMS, Non-Smoking and Non-Vaping Policy, dated April 16, 2025 from David Sundin, Director, Legislative and Legal Services/County Solicitor

David Sundin explained that the existing non-smoking policy had been adopted in 2003 and did not include vaping. The proposed policy includes language which is required to conform to the legislation and relevant to today's environment.

Kirk Walstedt, Councillor joined the meeting at 7:02 pm.

118-2025

Moved By Dennis Rogers

Seconded By Crystal Meloche

That Essex County Council receive Report 2025-0402-LLS-R16-DMS as information; and further,

That the Non-Smoking and Non-Vaping Policy appended to this Report as Appendix A be approved and adopted as a Corporate Policy of the County of Essex.

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

Carried

12.4.Essex Windsor EMS 2026 Pre-Budget Vehicle Procurement Approval

Report number 2025-0416-EMS-R03-ZF, Essex Windsor EMS 2026 Pre-Budget Vehicle Procurement Approval, dated April 16, 2025,

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from Ziad Fatallah, Deputy Chief, Essex-Windsor Emergency Medical Services

Deputy Chief Ziad Fatallah outlined the proposal to secure two additional ambulances in the 2026 purchase and explained that the addition units would be funded by vehicle reserves. Operational costs of staffing the units would be addressed during 2026 budget deliberations.

119-2025

Moved By Larry Verbeke

Seconded By Kimberly DeYong

That Essex County Council receive report number 2025-0416-EMS-R03-ZF, Pre-Budget Vehicle Procurement Approval, and authorize administration to proceed with the addition of two (2) additional ambulances to the 2026 pre-budget vehicle procurement order, bringing the total number of ambulances to be purchased to nine (9).

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

Carried

13. Unfinished Business

There were no matters of unfinished business for April 16, 2025.

14. New Business

14.1. Intersection Review – Information Sharing

At the March 5, 2025 meeting of Essex County Council, Councillor Sherry Bondy brought forward the following:

That Essex County Administration provide each of the local municipalities (Administration and County Councillors) with the information obtained by County Administration and their hired consultations regarding the network screening of intersections.

Whereas this important information when shared, will allow all local municipalities and elected officials the opportunity to work collaboratively on safety improvements and increased enforcement.

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Whereas County Councillors need to be informed about the state and scope of County intersections so they can ensure proper budgetary dollars are going towards road safety.

That this motion be placed on the County Council Agenda for consideration and debate, to coincide with the forthcoming Administrative Report on the same subject, which is anticipated for April 16, 2025.

Councillor Bondy withdrew the Notice of Motion stating that Administration had provided sufficient assurances to this subject under agenda item 12.1.

14.2.Regional Policing Study - Cost of Engaging a Consultant

At the April 2, 2025 meeting of Essex County Council, Councillor Sherry Bondy brought forward a Notice of Motion regarding a report on a cost estimate for engaging a consultant to perform a feasibility study for Regional Policing

Michael Akpata declared a conflict on this item. (Retired Member of the Windsor Police Service)

120-2025

Moved By Sherry Bondy

Seconded By Rob Shepley

That Essex County Council direct Administration to provide a report on the cost estimate for engaging a consultant to perform a feasibility study for Regional Policing at the June 4, 2025 meeting.

In Favour (3): Chris Gibb, Hilda MacDonald, and Michael Prue

Opposed (10): Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Crystal Meloche, Dennis Rogers, Rob Shepley, Larry Verbeke, Kirk Walstedt, and Brian Houston

Conflict (1): Michael Akpata

Lost

14.3.Strong Mayors

Councillor Sherry Bondy requested permission from the Warden to bring forward a motion under Procedure By-law section 11.16.3 as urgent. The urgency was to meet the Provincial deadline for feedback regarding Strong Mayor Powers of April 16, 2025.

Warden MacDonald permitted the motion to be brought forward.

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121-2025

Moved By Sherry Bondy

Seconded By Rob Shepley

Whereas, the Western Ontario Warden's Caucus outlined in a letter dated October 24, 2023 to Premier Ford, their opposition to the imposition of Strong Mayor Powers to certain municipalities in the Province of Ontario; and,

Whereas, on November 1, 2023 Essex County Council expressed their support for the position of the Western Ontario Warden's Caucus regarding the Opposing of Strong Mayor Powers; and,

Whereas, on February 27, 2025 the Province of Ontario held elections, and subsequently, certain Members of Provincial Parliament changed, and certain roles within the Cabinet have changed; and,

Whereas, on April 9, 2025 the Province expanded Strong Mayor Powers to include an additional 169 municipalities, despite significant expressed opposition from municipalities impacted and not impacted.

Now therefore, the Council of the Corporation of the County of Essex expresses its renewed support of the Western Ontario Warden's Caucus position, Opposing the Strong Mayors amendment to the Municipal Act, 2001 and the City of Toronto Act legislation; and,

Further, that a letter expressing said support be forwarded to the Premier of Ontario, the Minister of Municipal Affairs and Housing, local MPPs, the leader of the Official Opposition, the Western Ontario Warden's Caucus, the Association of Municipalities of Ontario, and to lower tier municipalities in the County of Essex.

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

Opposed (1): Kirk Walstedt

Carried

15. Adoption of By-Laws

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122-2025

Moved By Rob Shepley

Seconded By Joe Bachetti

That By-laws 2025-17 through 2025-19, be given three readings, and having been read a first, second and third time, be finally passed and enacted.

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

Carried

15.1.By-law Number 2025-17

Being a By-law to Amend By-law Number 26-2002, Being a By-law to Regulate Traffic and Parking on Highways within the Essex County Roads System (Schedule H)

15.2.By-law Number 2025-18

Being a By-law to Approve and Adopt a Non-Smoking and Non-Vaping Policy

15.3.By-law Number 2025-19

Being a By-law to confirm the proceedings of the Regular Meeting of the Council of the Corporation of the County of Essex for April 16, 2025

16. Notice of Motion

There were no Notice of Motion brought forward on April 16, 2025.

17. Adjournment

123-2025

Moved By Kimberly DeYong

Seconded By Michael Prue

That the Essex County Council meeting for April 16, 2025 be adjourned at 7:32 PM.

Carried

2025-04-16 Essex County Council Regular Meeting Minutes

Hilda MacDonald,
Warden, County of Essex

Katherine J. Hebert,
County Clerk

Date Signed



Essex County Accessibility Advisory Committee

Delegation at County Council

May 7, 2025

Career Compass Program

County of Essex
Community Services
welcoming a team
member again in
2025!



CAREER
COMPASS

Administration Building

Ease-of-access Improvements

- North Entrance Lift
- Automatic Door Openers



National AccessAbility Week (NAAW)

May 25 – 31, 2025

National AccessAbility Week (NAAW) is a time to:

- celebrate the contributions and leadership of Canadians with disabilities
- highlight the work of people, organizations and communities that are removing barriers
- reflect on ongoing efforts to become a better, more accessible, more inclusive Canada



Accessibility Flag Raising

You're Invited!

**Please join us for the
Annual Accessibility Flag
Raising Event**

May 26, 2025

County of Essex
Administration Building,
West Entrance

10:00 AM



Accessibility Fest-for-All 2025

Save the Date!

September 12, 2025

**Libro Credit Union Centre
Amherstburg, ON**

**Don't delay! Apply today on
the County of Essex
website to join this exciting
event!**



Connect with the ECAAC



accessibility@countyofessex.ca



@EssexCountyAAC



EssexCountyAccessibility

Legislative Reviews

Ontario reviewing accessibility standards for:

- customer service
- design of public spaces
- employment
- information and communications
- transportation

Ontario 

ECAAC Members

Dennis Sanson, Chair (1st Term)

Debbie Alexander, Vice Chair (3rd Term)

Sherri Currie (1st Term)

Councillor, Kimberly DeYong (1st Term)

Rachel Jewell (2nd Term)

Diana Kirkbride (2nd Term)

Julie Miles (1st Term)



Questions?





INVEST
WINDSOR
ESSEX

Essex County Council Update

May 7, 2025

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WINDSOR-ESSEX OVERALL IMPACT Q1 2025

New Investment Facilitated
\$421,638,840

5

Expansions Facilitated

1,260

New Jobs Facilitated

14

Business Startups



**Business
Support
Sessions**

31 Sessions

576 Attendees

291 Business Consultations



- **NEO announcement**

- \$69-million investment – with total investment of \$120-million over 8 years
- 100 jobs
- 87,000 sq. ft
- EV supply chain (high-capacity silicon anode material)

- **Minth announcement**

- \$300-million investment with plans for future expansion
- 1,100 jobs
- 379,415 sq. ft.
- Exterior and structural automotive parts for EV and hybrid



Q1 HIGHLIGHTS

- **Upcoming new investment in Essex County: Canada Qiuming Auto Parts Ltd**
 - \$10 million CAPEX
 - 50 jobs
 - Supply to Tesla's tier 1 in Mexico
 - Looking to expand additional 5,000 sq ft for new stamping lines in June 2025 in the current facility to produce automotive standard parts
- **4 expansion projects to be announced in Essex County**
 - \$43 million
 - 220 jobs

WHAT THIS MEANS FOR WINDSOR-ESSEX

\$300 million investment and 1,100 jobs for Minth results in the following impact across Windsor-Essex over and above initial values:

Economic Output

Total: \$356,940,000

Regional Jobs

Total: 1,564

Regional Wages

Total: \$151,708,247



*total values reflect direct, indirect and induced impact.

Q1 HIGHLIGHTS

- **Windsor-Essex Economic Trade Task Force (WETariffTaskForce.com)**
 - Launched on Feb. 13, 2025
 - Chaired by Invest WindsorEssex and the Windsor Essex Chamber of Commerce
 - Provide up-to-date resources, support programs and relevant information
 - Submit recommendations to government bodies
 - Highlight the impact of economic developments on local businesses and industries
 - Advocate for supportive measures to relevant government agencies



- **New Start Ventures program**

- Launched on March 1 by the Small Business & Entrepreneurship Centre
- Equip newcomers with the essential knowledge, skills, mentorship and resources to start and grow businesses
- Made possible through funding from **Libro Credit Union** and is supported by **Community Futures Essex County**

- **New County business**

- Ember Ridge Celebrations of Life celebrated their grand opening in Lakeshore
- Small Business & Entrepreneurship Centre client and Starter Company Plus grant recipient \$5,000
- \$500,000 investment



- **Pathways to Business Growth: Funding and support opportunities for Essex County Businesses**

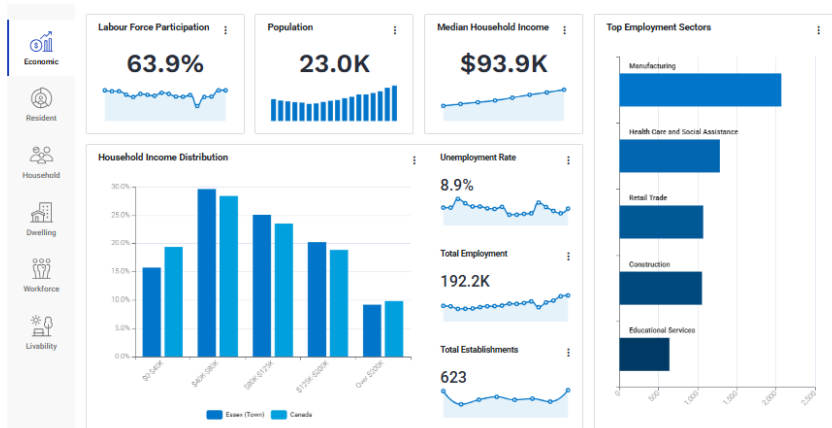
- Hosted in Kingsville on March 27
- Over 60 businesses in attendance with participation from Economic development partners from Kingsville, Tecumseh, Amherstburg and LaSalle
- Provided overview of municipal, provincial and federal funding, incentive, and support programs

● Data Centre Tool

- New interactive data visualization tools now live on both IWE and SBEC websites
- Community Profile dashboards for each municipality, showcasing metrics on overall economy, residents, workforce, industries and livability indicators
- Ideal site selector tool to promote location advantages

Amherstburg **Essex** Kingsville Lakeshore LaSalle Leamington Pelee Island Tecumseh Windsor

The **Town of Essex** is a safe, healthy and liveable community. The Town offers exceptional economic development advantages rooted in its strategic location, robust agricultural sector and growing industrial base. The Town is well-connected via major highways and rail lines, ensuring seamless transportation of goods. Essex is also home to a skilled and diverse workforce, complemented by supportive municipal policies that foster innovation and entrepreneurship. With affordable land, a strong sense of community and a commitment to sustainable growth, Essex provides an ideal environment for businesses to thrive and expand.



Windsor and Essex County



QUALITY OF LIFE PROFILE

Find out what makes our community special by locating the amenities and attractions that matter.

[find out more](#)



LOGISTICS ADVANTAGES

Explore the multimodal networks that move goods and services and connect us to the world.

[find out more](#)



COMMUNITY PROFILE

Access key indicators and gain insights into our economy, residents, workforce, livability and more.

[find out more](#)



WORKFORCE ADVANTAGES

Good help can be hard to find but look no further because the workforce you need is right here.

[find out more](#)



INDUSTRY INSIGHTS

Analyze industry trends and benchmarks to make more informed strategic business decisions.

[find out more](#)



FAST GROWING INDUSTRIES

Identify the fast-growing industries that are creating new opportunities in the region.

[find out more](#)



LARGEST INDUSTRIES

Identify the largest industries that are driving employment growth in the region.

[find out more](#)



TARGET SECTOR ADVANTAGES

Assess the concentration of our primary sectors that support economic and workforce growth.

[find out more](#)



TALENT PIPELINE ADVANTAGES

Explore the extensive network of higher education facilities that drive workforce and innovation.

[find out more](#)



STRATEGIC PLAN UPDATE

- **Strategic planning and organizational review process began in January**
- **Goal is to develop a 5-year strategic framework:**
 - Identifying priority areas of focus
 - Organizational structure to deliver
- **Extensive document review:**
 - County survey
 - Haddad report
 - Previous strategic plans, reports and information from other economic development agencies

STRATEGIC PLAN UPDATE

- **Consultations with regional stakeholders:**
 - CAO's
 - TWEPI
 - University of Windsor
 - St. Clair College
 - Workforce Windsor Essex
 - Chambers of Commerce
 - Essex Community Futures Development Corporation
- **Full day facilitated Board planning session**
- **Anticipate draft plan by mid June**

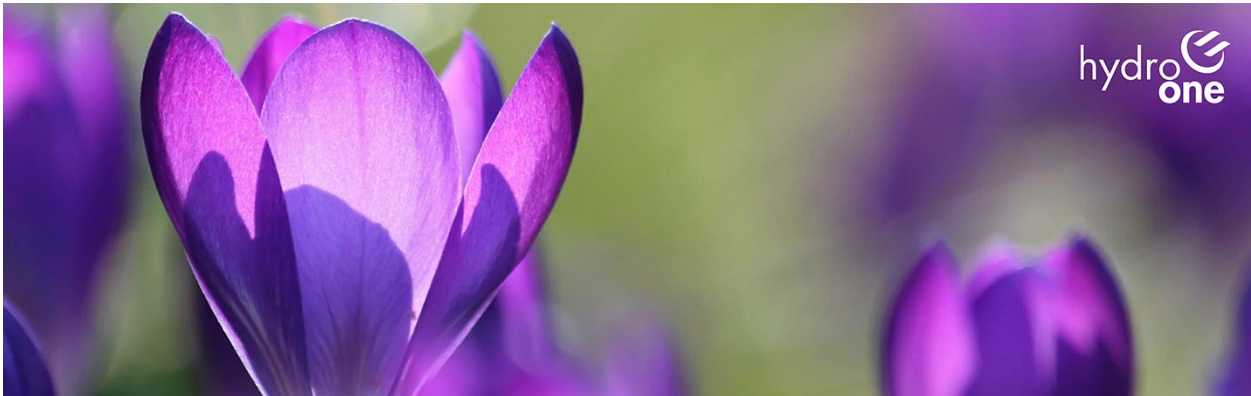


INVESTWINDSORESSEX.COM

Katherine Hebert

From: Hydro One Community Relations <community.relations@hydroone.com>
Sent: Tuesday, April 22, 2025 12:33 PM
To: Katherine Hebert
Subject: Longwood to Lakeshore Project Update – Spring 2025

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



As we move towards selecting a preferred route for the Longwood to Lakeshore Project, we wanted to take an opportunity to provide an update on work underway and explain what happens once the preferred route is announced.

As a reminder, the Project includes two new single-circuit 500kV transmission lines between the Longwood Transmission Station (TS) in Strathroy-Caradoc and the Lakeshore TS in Lakeshore and you can find more information on the project website: HydroOne.com/Longwood-to-Lakeshore.

Preferred route announcement and what's next

The preferred route will be announced **in early May**. We will be reaching out to all property owners along the selected route as soon as we have information to share. Each owner will have a dedicated real estate representative that will work closely with them throughout the process. We will be hosting a virtual open house in May and in-person open houses in June to discuss the route evaluation results. Dates, locations and more info will be provided via email in the coming weeks.

Engagement and field studies are continuing

Last November, we hosted our third round of community open houses. Thank you to everyone who attended and shared your comments. Since then, we have visited with more property owners and continued to deepen our understanding of features found across the project area.

As the weather turns to spring, Hydro One is continuing investigations, including aerial and roadside surveys. Collecting data during each season allows us to identify unique landscape characteristics that may need to be addressed in the design of the transmission lines.

No access to private property is required during this phase of work.



Stay in touch

We look forward to continuing to work with you on this important project. If you have any questions or would like to share any comments, connect with us at 1.877.345.6799 or Community.Relations@HydroOne.com.

To be removed from our contact list, email us at the contact above.

April 23, 2025

Dear Resident and/or Business Owner,

Re: County Road 42 and County Road 19 Improvements

The County of Essex Infrastructure and Planning Services is pleased to inform you that preparations are underway to complete the construction of Phase 3 & 4 of our multi-year County Road 42 and County Road 19 corridor reconstruction. This work is scheduled to begin **May 12, 2025**.

The completion of Phase 3 & 4 work will include:

- The construction of a roundabout at the intersection of CR 42 and CR 19.
- Widening of CR 42 between the new CR 43 roundabout and the new CR 19 roundabout.
- The addition of new sidewalks, curbs, landscaping and boulevard restoration.

During the completion of Phase 3 & 4 work, you will/may experience intermittent road closures and detours through the construction work zone. You will continue to have access to your property. However, you are likely to encounter construction activity, delays and possible short-term disruptions to your driveway access.

It is anticipated that all major construction activity for Phase 3 – The construction of the new roundabout at CR 42 and CR 19 will be completed by the end of September 2025.

Once Phase 3 is complete construction will begin on Phase 4 – The widening of CR 42 between CR 43 and CR 19. It is anticipated that Phase 4 will be completed by the end of June 2026.

Find updates and more details about this major, multi-year project that will increase road capacity and enhance neighbourhood connectivity on our web page: countyofessex.ca/CR42/. For quick access to the web page, scan this QR code with your mobile device:



Should you require more information, please contact Infrastructure and Planning Services at engineering@countyofessex.ca.

Thank-you,

Infrastructure and Planning Services
The County of Essex



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca

April 16, 2025

Honourable Premier Doug Ford
Via Email: premier@ontario.ca

Honourable Rob Flack, Minister of Municipal Affairs and Housing
Via Email: rob.flack@ontario.ca

Dear Premier Ford and Minister Flack,

Re: Opposition to Strong Mayor Powers – Proposed Amendments to O. Reg. 530/22

Please be advised that at its Regular Meeting held Monday, April 14, 2025, the Council of the Town of Kingsville passed the following resolution respecting the matter referenced in the above subject line:

78-04142025

Moved By: Councillor Gaffan

Seconded By: Deputy Mayor DeYong

Whereas on April 9, 2025, the Government of Ontario (hereafter, the "Province"), led by Premier Doug Ford, announced a proposal to expand by "Strong Mayor Powers" as provided for by Part VI.1 of the *Municipal Act, 2001*, to the heads of council in 169 additional municipalities, including the Town of Kingsville, effective May 1, 2025;

And whereas Strong Mayor Powers erode democratic process and have fundamentally altered the historic model of local governance, which has existed for almost two centuries, by:

- providing the head of council with the authority to unilaterally give direction and make certain decisions without a consensus from a majority of the members of council; and,
- creating a power imbalance by providing the head of council with special powers that other members do not generally have.

And whereas the Province is undermining the local governance model and municipal independence by attempting to advance its priorities through municipalities, and downloading its responsibilities to the same.

Now therefore be it resolved that:

- The Council of the Corporation of the Town of Kingsville ("Council") **opposes** the expansion of Strong Mayor Powers, as announced on April 9, 2025;
- That Council **requests** that the proposed amendments to O. Reg. 530/22 to Expand Strong Mayor Powers and Duties to Additional Municipalities not include the Town of Kingsville; and;
- That Council **directs** the Acting Manager of Municipal Governance/Clerk to forward a copy of this resolution to Doug Ford, Premier of Ontario; Rob Flack, Minister of Municipal Affairs and Housing; All Four Local MPPs; AMCTO, AMO and All Ontario Municipalities

Carried.

Sincerely,



Angela Toole, Acting Manager of Municipal Governance/Clerk

Email: atoole@kingsville.ca

Phone: 519-733-2305 ext. 223

cc. Anthony Leardi, MPP, Essex
Trevor Jones, MPP, Chatham-Kent - Leamington
Andrew Dowie, MPP, Windsor-Tecumseh
Lisa Gretzky, MPP, Windsor West
AMCTO
AMO
All Ontario Municipalities



Town of Amherstburg OFFICE OF THE MAYOR

Michael Prue, Mayor

April 15, 2025

County of Essex
360 Fairview Ave, W.
Essex, ON N8M 1Y6
VIA EMAIL: clerks@countyofessex.ca

Attn: Warden and Members of County Council

Re: Resolution 20250414-006 – Traffic Safety Measures in Amherstburg

At the regular meeting of Amherstburg Town Council held on April 14, 2025, Council passed Resolution 20250414-006, moved by Councillor McArthur and seconded by Councillor Pouget, to address growing safety concerns raised by residents regarding several key traffic areas within our community.

In conjunction with this, Council has taken steps at the municipal level, including:

- Council has **directed Administration to formally request** that the **County of Essex** initiate and complete a **Traffic Study at the intersection of County Road 8 and South Riverview**. The objective of this study is to evaluate and identify **feasible options to enhance pedestrian safety** at this location.
- **Designating the full 50 km section of Concession 3 North as a Community Safety Zone** and reducing the speed limit in this zone to **40 km/hr** to reinforce safety in a predominantly residential and pedestrian-heavy corridor.

The study aims to assess current conditions and identify practical safety improvements, especially for pedestrians. This request is based on resident concerns and staff observations of visibility issues, traffic volume, and pedestrian risk.

These actions reflect the Town's commitment to proactive traffic management and public safety enhancement. On behalf of Town Council and the residents of Amherstburg, I thank all involved for their continued efforts to make our streets safer for everyone.

Thank you for your attention to this matter.

Sincerely,

Michael Prue, Mayor
Town of Amherstburg



Town of Amherstburg

OFFICE OF THE MAYOR

Michael Prue, Mayor

Cc: Warden and Deputy Warden
County Council Members



The Corporation of the Town of Tecumseh

April 25, 2025

By Email: premier@ontario.ca

The Honourable Doug Ford

By Email: rob.flack@ontario.ca

**Rob Flack, Minister of Municipal
Affairs and Housing**

Re: Opposition to Strong Mayor Powers

The Council of the Town of Tecumseh, at its regular meeting held Tuesday, April 22, 2025, passed the following resolution regarding its April 15, 2025 Letter sent to Ontario's Regulatory Registry on the proposed May 1, 2025, expansion of Strong Mayor Powers, a copy of which is enclosed.

At their meeting, Tecumseh Council passed the following resolution:

Motion: RCM - 114/25

Moved by Councillor Alicia Higgison

Seconded by Councillor Tania Jobin

"That the agenda Communication item regarding the Town of Tecumseh and its opposition to the expansion of Strong Mayor Powers **be circulated** to the Premier of Ontario, the local MPPs, the Ministry of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Association of Municipal Managers, Clerks and Treasurers of Ontario, and all municipalities".

Carried

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

Yours very truly,

Robert Auger, LLB
Director Legislative Services & Clerk

RA/ja
Attachment

1. Town of Tecumseh Resolution- Strong Mayor Powers dated April 15, 2025
- cc. County of Essex
Town of Amherstburg
Municipality of Lakeshore
Municipality of Leamington
Town of LaSalle
Town of Essex



The Corporation of the Town of Tecumseh

April 15, 2025

Ministry to Municipal Affairs and Housing

Via Email to the Ontario's Regulatory Registry

Re: Letter of Resolution – Proposed May 1, 2025, expansion of Strong Mayor Powers to the Town of Tecumseh

At its April 15, 2025, Special Council meeting called in response to the April 9, 2025, Ministry of Municipal Affairs and Housing news release on the proposal to expand Strong Mayor Powers to 169 additional municipalities, the Council of the Town of Tecumseh provided the following comments with the unanimous passage of the following resolution:

“Motion: SCM – 19/25

Moved by Deputy Mayor Bachetti

Seconded by Councilor Jobin

WHEREAS the Province of Ontario, through O. Reg. 530/22 under the Municipal Act, 2001, has designated the Town of Tecumseh as a “Strong Mayor” municipality, granting the enhanced powers of Part VI.1 of the Municipal Act to its Head of Council effective May 1, 2025; and

WHEREAS the Ministry of Municipal Affairs and Housing news release announcing the proposal to expand Strong Mayor powers to 169 additional municipalities on April 9, 2025, indicated a one-week consultation deadline for municipal comments on the proposal to be submitted to Ontario's Regulatory Registry by April 16, 2025; and

WHEREAS without the benefit of a more thorough consultation process and suitable period of time for feedback on the proposed expansion of Strong Mayor powers, the proposal is a disservice to the very communities they impact; and

WHEREAS Strong Mayor Powers alter the balance of governance at the local level, undermining the role of our duly elected members of Council in decision-making and weakening the fundamental democratic principles of majority vote and majority rule; and

WHEREAS the Town of Tecumseh has had a long and successful history of local governance based on collaborative and effective leadership built upon a foundation of Council debate and reaching consensus on decisions for its community; and

WHEREAS the Town of Tecumseh being a smaller community, has thrived with these collaborative, transparent, and accountable processes without the need for an expansion of

Strong Mayor Powers in order to serve Provincial Priorities and act in the best interests of its residents; and

WHEREAS given the long history of the Town of Tecumseh as a collaborative Council, the extension of Strong Mayor powers to the Town of Tecumseh may serve to instead counteract the stated purposes of the Strong Mayor Power legislation by disrupting what have been successful democratic processes and by undermining the important role that each Council member provides for its citizens.

THEREFORE BE IT RESOLVED that Tecumseh Town Council formally opposes the proposed expansion of Strong Mayor Powers as announced on April 9, 2025 and further requests that the proposed amendments to O. Reg 530/22 to expand Strong Mayor Powers to Additional Municipalities NOT include the Town of Tecumseh and respectfully requests that the Town of Tecumseh be removed from the list of municipalities so designated under the Strong Mayor legislation;

AND BE IT FURTHER RESOLVED that upon circulation that the Clerk be authorized to send and upload a copy of this resolution together with a letter of resolution to Ontario's Regulatory Registry by the April 16, 2025, deadline for comments on the proposal.

"Carried."

Yours very truly,

A handwritten signature in black ink, appearing to be 'R. Auger', with a long horizontal flourish extending to the right.

Robert Auger, LL.B.
Director Legislative Services & Clerk



Summary of Outstanding Reports

Meeting Date: Wednesday, May 07, 2025

Report #: 2025-0507-LLS-R21-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
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

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
2024-09-18	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
2024-10-16	284-2024 Moved By Kirk Walstedt Seconded By Sherry Bondy That Essex County Council receive and support the correspondence and resolution from the Municipality of Lakeshore regarding Renaud Line and County Road 42. <i>[Resolution #306-09-2024 from Lakeshore: Be it resolved that the Council of the Municipality of Lakeshore request that the County of Essex complete a traffic review for the corner of Renaud Line Rd. and County Rd. 42; And that the follow-up report include data over the past 5 years relating to accidents, traffic volumes, and recommended improvements to improve traffic flows and safety.]</i>	Assigned Jerry Behl	2025-05-07
2024-11-28	336-2024 Moved By Dennis Rogers Seconded By Chris Gibb That Essex County Council direct Administration to prepare a detailed report in Q1 2025 regarding services provided by Invest Windsor Essex. The report would provide Council with information to determine its involvement in regional economic development and the service provision model.	Assigned Sandra Zwiers *At the February 19, 2025 meeting of Council, the CAO identified this report will need to be deferred until Q3 due to the IWE Strategic Planning timeline.	Q3

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2025-02-19	057-2025 Moved By Michael Akpata Seconded By Chris Gibb That the County of Essex begin the process to examine the viability of beginning a "Buy Canadian Procurement strategy" And that as part of the strategy Canadian content is reviewed and percentages of Canadian content are clearly defined as part of the procurement; and, That the County of Essex clearly define the term "Canadian Content" for the purposes of procurement of both goods and services.	Assigned David Sundin, Sandy Pillon	2025-05-07
2025-04-16	Road Safety Management Program Plan Comprehensive Road Safety Management Program Plan report, a follow up to the preliminary data report presented on April 16, 2025 as 2025-0416-IPS-R09-JB	Assigned Jerry Behl	Q4 - 2025

Recommendation

That Essex County Council receive report number 2025-0507-LLS-R21-KH, Summary of Outstanding Reports as information.

Approvals

Respectfully Submitted,

Katherine Hebert

Katherine Hebert, Clerk

Concurred With,

David Sundin

David Sundin, BA (Hons), LL.B., County Solicitor

Concurred With,

Sandra Zwiers

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



Administrative Report

To: Warden MacDonald and Members of Essex County Council

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

Date: Wednesday, May 7, 2025

Subject: County Road 42 and Renaud Line Road Traffic Review

Report #: 2025-0507-IPS-R11-JB

Purpose

The purpose of this report is to provide County Council with results on traffic review carried on County Road 42 and Renaud Line in the Municipality of Lakeshore.

Background

At its Wednesday, October 16, 2024 meeting, Essex County Council supported correspondence from the Municipality of Lakeshore regarding their resolution:

Resolution 306-09-2024:

"Be it resolved that the Council of the Municipality of Lakeshore request that the County of Essex complete a traffic review for the corner of Renaud Line Rd. and County Road 42;

And that the follow-up report include data over the past 5 years relating to accidents, traffic volumes, and recommended improvements to improve traffic flows and safety".

The Intersection of County Road 42 and Renaud Line Road is located in the Municipality of Lakeshore. Our network screening results show the intersection is ranked 56th in the County of Essex for potential safety improvements.

County Road 42 runs east-west while Renaud Line is located on the north leg and Lakeshore Rd 113 is located on the south leg of the intersection. It is a two-way stop-controlled intersection with stop controls on the north and south legs, as well as flashing beacons located above the intersection

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Administrative Report
May 7, 2025
County Road 42 and Renaud Line Road Traffic Review

flashing in all directions. Large stop signs are located at the north and south legs of the intersection with “**stop ahead**” signs located in advance of the intersection. County Road 42 has a posted speed limit of 80 km/h through the intersection while Renaud Line has a posted speed limit of 50km/h. Lakeshore Rd 113 has a posted speed limit of 60km/h.

Figure 1



Figure 1: County Road 42 approaching Eastbound at Renaud Line / Lakeshore 113 Intersection

Discussion

Administration has carried out a traffic review of the intersection. The review included:

- Collision history
- Collection of traffic data
- Intersection analysis, a review of geometry and sightlines
- Analysis and warrants for a four way stop and traffic signal
- Review of existing signs and markings

The review found that the existing two way stop control is the appropriate method of control at this intersection at this moment, therefore, no change is recommended.

There is significant development proposed to the north of this intersection, and terms of reference for traffic impact studies are currently being

determined for the developer’s engineer. Completed traffic impact studies submitted by the developer will inform the type of intersection control and lanes required at this intersection in the future.

Large stop signs and overhead flashing beacons are present at this intersection. Moving the “**stop ahead**” sign on the north leg (Renaud Line) further away from the intersection is a minor modification that will be implemented. This will give drivers a little more time to react and stop.

Financial Implications

The relocation of the existing “**stop ahead**” sign will be carried out by County maintenance staff, within the 2025 budget.

Consultations

County Administration consulted with the Administration from the Municipality of Lakeshore.

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

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Administrative Report
May 7, 2025
County Road 42 and Renaud Line Road Traffic Review

Recommendation

That Essex County Council receive report number 2025-0507-IPS-R11-JB, Renaud Line Road and County Road 42 as 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



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: David Sundin, BA (Hons), LL.B., Director, Legislative and Legal Services/County Solicitor

Date: Wednesday, May 7, 2025

Subject: Indemnification Policy

Report #: 2025-0507-LLS-R21-DMS

Purpose

The purpose of this Administrative Report (the "**Report**") is to provide County Council with the necessary information for Council to determine whether it is appropriate to adopt a formal Indemnification Policy for the County.

A draft of the proposed Indemnification Policy is appended to this Report as **Appendix A**.

Background

The County has never had a formal Indemnification Policy, and it has been historically quite rare for a member of Administration or Council to be named personally in legal actions. However, it is increasingly common for municipalities to have Indemnification Policies in place. This is likely related to it being increasingly common for litigants to personally name municipal employees and councillors in legal proceedings.

Both the *Municipal Act, 2001*, S.O. 2001, c. 25 (the "**Municipal Act**") and the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 (the "**Municipal Conflict of Interest Act**") allow municipalities to indemnify both its employees and members of Council in certain situations. For ease of reference, the following are the relevant sections of the *Municipal Act* and the *Municipal Conflict of Interest Act*:

The Municipal Act

279(1) Despite the Insurance Act, a municipality may act as an insurer...with respect to the following matters:

- 1. Protection against risks that may involve pecuniary loss or liability on the part of the municipality or any local board of the municipality.*
- 2. The protection of its employees or former employees or those of any local board of the municipality against risks that may involve pecuniary loss or liability on the part of those employees.*
- 3. Subject to section 14 of the Municipal Conflict of Interest Act, the protection of the members or former members of the council or of any local board of the municipality or any class of those members against risks that may involve pecuniary loss or liability on the part of the members.*
- 4. Subject to section 14 of the Municipal Conflict of Interest Act, the payment of any damages or costs awarded against any of its employees, members, former employees or former members or expenses incurred by them as a result of any action or other proceeding arising out of acts or omissions done or made by them in their capacity as employees or members, including while acting in the performance of any statutory duty.*
- 5. Subject to section 14 of the Municipal Conflict of Interest Act, the payment of any sum required in connection with the settlement of an action or other proceeding referred to in paragraph 4 and for assuming the cost of defending the employees or members in the action or proceeding.*

The Municipal Conflict of Interest Act

14(1) Despite Section 279 of the Municipal Act, 2001...the council of every municipality may at any time pass by-laws,

- (a) for contracting for insurance;*
- (b) despite the Insurance Act, to enable the municipality to act as an insurer...*

to protect a member of the council or of any local board thereof who has been found not to have contravened section 5, 5.1, 5.2 or 5.3 against any costs or expenses incurred by the member as a result of a proceeding brought under this Act, and for paying on behalf of or reimbursing the member for any such costs or expenses.

Discussion

There have been no recent examples of an employee of the County or a member of Council having been personally named in a legal proceeding related to their work on behalf of the County. Further, it appears that it has been very rare for any employee of the County to be personally named in a legal proceeding related to their work on behalf of the County, and I have been unable to find any instances in which a member of Council was personally named.

However, it has become increasingly common for litigants to personally name employees and councillors of municipalities in legal proceedings. As such, it is recommended that County Council adopt a formal Indemnity Policy. Currently if an employee or member of Council was personally named in a legal proceeding, they would have to seek Council approval on a case by case basis in order to have the County indemnify them. By adopting a formal Indemnification Policy, Council will remove any uncertainty and both employees and members of Council can perform the tasks required by them on behalf of the County, with certainty that they will be protected as long as they are appropriately exercising their respective duties.

Financial Implications

As indemnification of employees and members of Council has historically not been an issue at the County, it is not anticipated that there will be any major or immediate financial implications to the adoption of a formal Indemnification Policy by the County.

Further, it is difficult to anticipate if or when an employee or member of Council may seek to be indemnified in accordance with the provisions of a formal Indemnity Policy.

Should Council approve the Indemnification Policy and should there be costs associated with the Indemnification Policy in 2025 same will be paid from either existing approved budget items for 2025 or from the County's reserves. For 2026 and beyond, County Administration will attempt, to the extent possible, to build the potential costs associated with the Indemnification Policy and any related insurance policies into the County's budget and in planning for its reserve funds.

Consultations

The CAO was consulted during the drafting of this Report and the related draft Indemnification Policy.

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 this Report 2025-0507-LLS-R21-DMS – Indemnification Policy for information and approve the Indemnification Policy substantially in the form appended to this Report.

Approvals

Respectfully Submitted,
David M. Sundin
David Sundin, BA (Hons), LL.B., Director, Legislative and Legal Services/County Solicitor

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

Appendix	Title
A	Draft Indemnification Policy



County of Essex Policy and Procedures Manual

Indemnification Policy

Policy Number:	2025-009
Policy Type:	Corporate Policy
Approval Authority:	Essex County Council
Office of Responsibility:	Legislative and Legal Services
Issuance Date:	2025-05-07 (Proposed for Adoption)
Revised on Date:	N/A
Scheduled Review Date:	2029-05-07
Replaces Policy:	N/A

1.0 Introduction

- 1.1 The Corporation of the County of Essex (the "**County**") wishes to establish a formal policy to address the indemnification of Members of Council, Members of Administration, Members of Boards of the County, and all other employees and volunteers of the County (each an "**Indemnified Party**" or collectively the "**Indemnified Parties**").
- 1.2 It is the intention of Council in adopting this Indemnification Policy (the "**Policy**") that this Policy serve to supplement, and not substitute or replace, the protection afforded by the policies of insurance the County has in place.

2.0 Scope

- 2.1 This Policy pertains to all present and former Indemnified Parties (to the extent that they are acting in their role with the County and are acting honestly and in good faith), and is intended to put in place and maintain appropriate protections against personal liability from risks that may involve claims against the Indemnified Parties, but subject to the limitations and specific exclusions provided for in this Policy.

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- 2.2 This Policy does not specifically pertain to a Member of Council or Administration that is acting on behalf of the Essex County Library Board or the Essex-Windsor Solid Waste Authority, which are entities that, although related to the County, are separate and distinct from the County.
- 2.3 Notwithstanding Section 2.2 above, Council may, on a case by case basis, determine whether this Policy should apply to a Member of Council or Administration that is acting on behalf of the Essex County Library Board or the Essex-Windsor Solid Waste Authority.

3.0 Definitions

- 3.1 In addition to any other term defined in the body of this Policy, the following is a list of defined terms:
- 3.1.1 **"Administration"** means an employee of the County who is a member of management.
- 3.1.2 **"CAO"** means the Chief Administrative Officer of the County.
- 3.1.3 **"Council"** means the Council of the County.
- 3.1.4 **"County"** means the Corporation of the County of Essex, and may be used interchangeably with the County as a legal municipal corporation and as the geographic region of the County of Essex.
- 3.1.5 **"County Clerk"** means the member of Administration appointed by Council as the Clerk, or, in the absence of the Clerk, one of the Deputy Clerks appointed by Council from time to time.
- 3.1.6 **"County Solicitor"** means the member of Administration appointed by Council as the County Solicitor, or, in the absence of the County Solicitor, the Deputy County Solicitor, or, as may be the case from time to time, the retained external legal counsel tasked with performing the tasks of the County Solicitor.
- 3.1.7 **"County Treasurer"** means the member of Administration appointed by Council as the Treasurer, or, in the absence of

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the Treasurer, one of the Deputy Treasurers appointed by Council from time to time.

- 3.1.8 **"ECAAC"** means the Essex County Accessibility Advisory Committee.
- 3.1.9 **"Employee"** means any individual who is a paid employee of the County, and includes Members of Administration as well as all other employees, including both full-time and part-time, as well as unionized and non-unionized employees, but does not include independent contractors.
- 3.1.10 **"Former Employee"** means any former member of Administration or former Employee as defined in Section 3.1.1 above.
- 3.1.11 **"Former Member"** means any former Member of Council, any former Member of the ECAAC, or any former Member of any other Board of the County that may be in place from time to time.
- 3.1.12 **"Former Volunteer"** means any former Volunteer as defined in Section 3.1.19 below.
- 3.1.13 **"Indemnified Party"** or **"Indemnified Parties"** means any either any individual member of Administration, Employee, Member, Volunteer, Former Employee, Former Member, or Former Volunteer, or any combination of them, as the context may imply.
- 3.1.14 **"Integrity Commissioner"** means any person or corporation appointed by the County to perform the functions outlined in Section 223.3 of the *Municipal Act*, as well as such further functions as may be required from time to time, and includes any person acting under the instructions of the Integrity Commissioner.
- 3.1.15 **"Legal Proceeding"** means a formal process commenced in any court, administrative tribunal, or other administrative, investigative, or quasi-judicial body.
- 3.1.16 **"Member"** means any Member of Council, any Member of the ECAAC, any Member of Administration, and any Member of any other Board of the County that may be in place from time to time.

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- 3.1.17 **"Municipal Act"** means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time.
- 3.1.18 **"Municipal Conflict of Interest Act"** means the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time.
- 3.1.19 **"Volunteer"** means any person volunteering on behalf of the County, and may include a person who is also a Member or Employee, and which person has been invited by the County to be a "volunteer" for the County, with that person freely providing services to the County, without remuneration while performing the role of "volunteer".

4.0 Purpose

The purpose of this Policy is to establish the framework for protecting Indemnified Parties against financial loss or damaged if they are named personally in a Legal Proceeding, which is afforded coverage under this Policy.

Notwithstanding the above, for clarity, the purpose of this Policy is not to protect an otherwise Indemnified Party or pay legal expenses for anyone who acts outside of their authority and is then named in a Legal Proceeding, and is not to protect an otherwise Indemnified Party for any of the exclusions outlined in Section 5.1 of this Policy below.

5.0 Indemnification Policy

5.1 Exclusions

- 5.1.1 This Policy does not apply to:
 - 5.1.1.1 a Legal Proceeding related to a grievance filed under the provisions of a collective agreement or to disciplinary action(s) taken by the County as an employer;
 - 5.1.1.2 a Legal Proceeding that involves charges laid under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended from time to time, and/or the *Criminal Code*, R.S.C. 1985, c/ C-46, as amended from time to time, unless such Legal Proceeding arose as a

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result of an Indemnified Party's good faith performance of their assigned duties;

5.1.1.3 a Legal Proceeding resulting from any dishonest, grossly negligent, malicious, willful and/or reckless violation of any law, duty, contract, or obligation, or any fraudulent or criminal act committed by an otherwise Indemnified Party;

5.1.1.4 a Legal Proceeding resulting from an otherwise Indemnified Party gaining a personal profit or advantage to which they were not legally entitled;

5.1.1.5 a Legal Proceeding involving harassment and/or sexual misconduct, where the otherwise Indemnified Party pleads guilty or is found guilty;

5.1.1.6 a Legal Proceeding commenced by the County against an otherwise Indemnified Party;

5.1.1.7 a Legal Proceeding related to Code of Conduct, where the Member is found to be in breach of any provisions of the Code of Conduct by the Integrity Commissioner;

5.1.1.8 a Legal Proceeding where Indemnified Parties are adverse to one another and both would be entitled to legal costs under this Policy, it being the position of the County that it shall not finance both sides in a Legal Proceeding, and that none of the Indemnified Parties should receive indemnification in such circumstances; and

5.1.1.9 any expenses incurred by an otherwise Indemnified Party seeking legal advice to determine whether they have a pecuniary interest and whether or not they should declare a conflict of interest.

5.1.2 Should it be decided that a Member or Former Member, or an Employee or Former Employee, or a Volunteer or Former Volunteer, as the case may be, is not entitled to indemnification, the affected party shall be solely responsible for all costs, damages, penalties, and legal fees related to that Legal Proceeding.

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5.2 CAO as Indemnified Party

- 5.2.1 If the CAO is named in a Legal Proceeding, Council delegates the CAO's authority under this Policy to the Clerk and Treasurer acting together. However, nothing in this Policy prevents Council from deciding to itself make any decisions that the CAO would make under this Policy, should Council choose to do so.

5.3 Manner and Extent of Indemnification

- 5.3.1 The County shall indemnify an Indemnified Party, as well as their heirs and legal representatives, in the manner and to the extent provided for in this Policy, in respect of any Legal Proceeding related to alleged acts or omissions arising out of the Indemnified Party's authority, or within the Employee's employment, Former Employee's employment, Member's duties of office, or Former Member's duties of office, related to the County, if in the opinion of the CAO:
 - 5.3.1.1 they acted honestly and in good faith with a view to the best interests of the County; and
 - 5.3.1.2 in the case of a criminal or administrative action or proceeding, the Indemnified Party has reasonable grounds for believing their conduct to have been lawful.
- 5.3.2 Where the CAO determines that an Indemnified Party is entitled to indemnification under this Policy, the County shall:
 - 5.3.2.1 pay directly or reimburse the Member for, as the case may be, any deductible related to a policy of insurance
 - 5.3.2.2 pay the costs of defending the Indemnified Party in the Legal Proceeding;
 - 5.3.2.3 pay any award of damages or costs, including any monetary penalty or award against the Indemnified Party;
 - 5.3.2.4 pay directly or reimburse the Indemnified Party, as the case may be, for any expense reasonably

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incurred by the Indemnified Party related to the Legal Proceeding in question; and

5.3.2.5 pay any sum required in connection with the settlement of a Legal Proceeding, provided that the County Solicitor has approved the amount and terms of the settlement, or, in the case of settlements in excess of the County's insurance deductible, Council has approved the amount of the settlement.

5.3.3 Notwithstanding any other provision of this Policy, Council may, by resolution, decide not to indemnify an otherwise Indemnified Party, if:

5.3.3.1 the Indemnified Party breaches any provisions of this Policy or any agreement for indemnification or reimbursement entered into by the Indemnified Person;

5.3.3.2 the Indemnified Party or their lawyer took a step which was prejudicial to the County in the conduct of the Legal Proceeding; and/or

5.3.3.3 the Indemnified Party initiated a counterclaim, cross claim, third party claim, appeal, or any other legal proceeding related to the Legal Proceeding, without first obtaining approval from the CAO.

5.4 Agreement

5.4.1 An Indemnified Party is required to enter into an agreement with the County prior to the County indemnifying the Indemnified Party, and which agreement shall confirm the terms of this Policy and shall confirm that the County will not be required to indemnify the Indemnified Party if they do not co-operate with the County in the Legal Proceeding, if they do not make full disclosure of all relevant matters in the Legal Proceeding, or the Indemnified Party otherwise breaches this Policy or the related agreement.

5.4.2 Where the County has paid for legal costs to defend an Indemnified Party in a Legal Proceeding, and the decision of the CAO to indemnify the Indemnified Party is later

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rescinded by the CAO or by Council, the Indemnified Party shall be responsible for all subsequent legal costs and/or any damages and/or costs awarded against the Indemnified Party. Further, the Indemnified Party shall also be liable to repay the County, upon written demand, all costs incurred by the County in defence of the Legal Proceeding to the date of the indemnity being rescinded.

5.5 Lawyer of the County's Insurer

- 5.5.1 At the discretion of the County Solicitor and the County's insurer, a lawyer retained by the County's insurer to defend the County in a Legal Proceeding, may also defend any Indemnified Party in the same Legal Proceeding, and, absent any clear and real conflict, the County and the Indemnified Party will waive any perceived conflict.

5.6 County's Right to Approve Lawyer

- 5.6.1 The County Solicitor shall select, approve, and retain the lawyer required to represent an Indemnified Party in a Legal Proceeding, and shall then:
- 5.6.1.1 advise the Indemnified Party of the lawyer retained to represent them;
 - 5.6.1.2 advise the Indemnified Party of the requirement to enter into the formal agreement required by Section 5.4.1 of this Policy; and
 - 5.6.1.3 advise Council, on an ongoing basis and as needed, of the progress and final disposition of the Legal Proceeding.
- 5.6.2 Should an Indemnified Party wish to retain their own lawyer, notwithstanding Section 5.6.1 above, the County may choose, at the discretion of the CAO, not to reimburse, or only partially reimburse, for legal costs incurred by the Indemnified Party, but shall otherwise indemnify the Indemnified Party.

5.7 Duty to Co-operate

- 5.7.1 An Indemnified Party is obligated to fully co-operate with the County in response to the Legal Proceeding.

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5.7.2 An Indemnified Party shall co-operate fully with the lawyer retained by the County to defend any Legal Proceeding and shall make available to such lawyer all information and documentation relevant to the Legal Proceeding that are within the Indemnified Party's knowledge, possession, or control, and shall attend at all times necessary to respond to the Legal Proceeding.

5.7.3 The failure of an Indemnified Party to comply with this Section 5.7 shall, at the discretion of the CAO, be sufficient for the CAO to rescind the decision to indemnify the Indemnified Party.

5.8 Failure to Comply

5.8.1 Should an Indemnified Party fail to comply with the provisions of this Policy and/or the related agreement with the County, the County shall not be liable to assume or pay any insurance deductible, costs, damages, expenses, or any other amounts related to a Legal Proceeding, in accordance with the terms of this Policy, the related agreement, or otherwise.

5.9 Appeal

5.9.1 Should an Indemnified Party be successful in a Legal Proceeding, and should the outcome of that Legal Proceeding be appealed, indemnification under the provisions of this Policy shall be extended to the Indemnified Party by the County for the purposes of that appeal.

5.9.2 Should an Indemnified Party be unsuccessful in a Legal Proceeding and wish to appeal the outcome of the Legal Proceeding, the Indemnified Party must first obtain the approval of the CAO to determine whether indemnification shall be extended by the County for the purposes of an appeal.

5.9.3 Should an Indemnified Party pursue an appeal of a Legal Proceeding without indemnification and is unsuccessful, the Indemnified Party shall bear all the costs and risks with respect to that appeal.

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- 5.9.4 Should an Indemnified Party pursue an appeal of a Legal Proceeding without indemnification and is successful, the Indemnified Party shall have their reasonable legal fees in advancing the appeal reimbursed.

5.10 Settlement

- 5.10.1 For any amounts that are required to settle a Legal Proceeding under this Policy, that are not covered by a policy of insurance, Council shall provide any required approval and/or direction to Administration.

5.11 Insurance

- 5.11.1 The County maintains various policies of insurance for the County and its Administration, Employees, Members, and Volunteers. The provisions of this Policy are intended to supplement the protection provided by such policies of insurance that are in place from time to time. Should there be a conflict between the terms of this Policy and the terms of an applicable policy of insurance, the terms of the policy of insurance shall prevail.

5.12 Reimbursement by Indemnified Party

- 5.12.1 Should an Indemnified Party recover any costs, damages, or any other amounts from a Legal Proceeding, the Indemnified Party shall reimburse the County for same, as an offset against the amounts paid by the County for the benefit of the Indemnified Party.

6.0 Responsibility

- 6.1 Council is responsible for carrying out the duties assigned to Council by this Policy.
- 6.2 The CAO is responsible for carrying out the duties assigned to the CAO by this Policy and for ensuring that this Policy is reviewed at least once every 4 years.
- 6.3 The County Clerk and County Treasurer are responsible for carrying out the duties assigned to them should the CAO be the "Indemnified Party".

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- 6.4 The County Solicitor is responsible for carrying out the duties assigned to the County Solicitor by this Policy, and specifically for ensuring that Council is updated regularly on Legal Proceedings for which there are Indemnified Parties being indemnified pursuant to this Policy.
- 6.5 The Treasurer is responsible for making recommendations to Council to ensure that there is either sufficient insurance in place for the benefit of the Indemnified Parties or ensuring that there are sufficient reserves in place for the County to act as the "insurer" for the Indemnified Parties.
- 6.6 The Indemnified Parties are responsible for ensuring their own compliance with this Policy.

7.0 Related Legislation

The following legislative provisions are applicable to this Policy:

- The *Municipal Act*, and specifically Sections 279 and 283; and
- The *Municipal Conflict of Interest Act*, and specifically Section 14.

8.0 Summary of Amendments

Date	Amendments
May 7, 2025	Indemnification Policy Proposed to Council for adoption on May 7, 2025.

Appendices

- None.



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: David Sundin, BA (Hons), LL.B., Director, Legislative and Legal Services/County Solicitor

Date: Wednesday, May 7, 2025

Subject: Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore

Report #: 2025-0507-LLS-R19-DMS

Purpose

The purpose of this Administrative Report (this "**Report**") is to provide County Council with necessary information to support and endorse the annexation by the Town of Tecumseh of a parcel of land from the Municipality of Lakeshore known as Monroe Island (the "**Annexation**").

The Ministry of Municipal Affairs and Housing (the "**Ministry**") requires the endorsement of the County prior to the Annexation being approved.

Background

The property that is the subject of this Report and the Annexation is located at municipal address 440 Brighton Road, currently in the Municipality of Lakeshore ("**Monroe Island**").

The Council of the Municipality of Lakeshore considered a report dated March 10, 2025 (the "**Lakeshore Report**") proposing the Annexation of Monroe Island by the Town of Tecumseh. The Municipality of Lakeshore on April 8, 2025 further adopted By-law 25-2025, Being a By-law to Approve the Annexation of 440 Brighton Road ("Monroe Island") by the Town of Tecumseh and to Authorize a Boundary Adjustment Agreement between the Municipality of Lakeshore, the Corporation of the Town of Tecumseh and the Corporation of the County of Essex (the "**Lakeshore By-law**"). A copy of the Lakeshore Report is appended to this Report as **Appendix A** and a copy of the Lakeshore By-law is appended to this Report as **Appendix B**.

Likewise, the Council of the Town of Tecumseh considered a report dated April 8, 2025 (the "**Tecumseh Report**"), which proposed a Municipal

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Administrative Report

May 7, 2025

Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore

Restructuring of Monroe Island – Proposal and Ministry Application and further approved By-law 45-2025, being a by-law to authorize the execution of a Boundary Adjustment Agreement between The Corporation of the Town of Tecumseh, Municipality of Lakeshore, and County of Essex for the municipal property known as 440 Brighton Road in Tecumseh (the "**Tecumseh By-law**"). A copy of the Tecumseh Report is appended to this Report as **Appendix C** and a copy of the Tecumseh By-law is appended to this Report as **Appendix D**.

Discussion

As described in the Lakeshore report, Monroe Island, which is depicted in Figure A below, is a unique property which although being located within the geographic boundaries of the Municipality of Lakeshore, is an island with its only access being a driveway/bridge that connects to land in the geographic boundaries of the Town of Tecumseh.



Figure A

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Administrative Report
May 7, 2025
Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore

As per the Lakeshore Report and the Tecumseh Report, and as evidenced by the passing of the Lakeshore By-law and the Tecumseh By-law, the Municipality of Lakeshore and the Town of Tecumseh agree that it would be more cost effective for services to Monroe Island to be provided by the Town of Tecumseh.

County Administration has not identified any concerns or any impacts on the County in endorsing the Annexation proposed by the Town of Tecumseh and the Municipality of Lakeshore.

Financial Implications

There are no financial implications to the County related to endorsing the Annexation and confirming same with the Ministry.

Consultations

During the preparation of this report, consultations have taken place with the Municipality of Lakeshore and the Town of Tecumseh.

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

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Administrative Report
May 7, 2025
Annexation of the Land known as Monroe Island by the Town of Tecumseh from the Municipality of Lakeshore

Recommendation

That Essex County Council approve report number 2025-0507-LLS-R19-DMS, Annexation of Land by the Town of Tecumseh from the Municipality of Lakeshore; and,

That Essex County Council approve a By-law in support of the annexation of Monroe Island at the appropriate time, and authorize the Clerk and the Warden to execute such agreements and documents as may be required to effect the said annexation; and ,

That Essex County Council direct Administration to communicate the County’s support for the annexation to the Town of Tecumseh, the Municipality of Lakeshore, and to the Ministry of Municipal Affairs and Housing.

Approvals

Respectfully Submitted,
David M. Sundin

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

Concurred With,
Sandra Zwiers

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

Appendix	Title
A	Lakeshore Report
B	Lakeshore By-law
C	Tecumseh Report
D	Tecumseh By-law

Municipality of Lakeshore – Report to Council

Legal and Legislative Services

Legal Services



To: Mayor and Members of Council
From: Zachary Knox, Legal Counsel
Date: March 10, 2025
Subject: Municipal Restructuring of Monroe Island

Recommendation

Direct the Clerk to read By-law 25-2025, being a By-law to approve the annexation of the property municipally known as 440 Brighton Road and legally described in Appendix "A" ("Monroe Island") by the Town of Tecumseh ("Tecumseh") and authorize the execution of a Boundary Adjustment Agreement between the Municipality of Lakeshore ("Lakeshore"), Tecumseh, and the County of Essex (the "County"), that is satisfactory in content to the Corporate Leader – General Counsel; and

Authorize Administration to submit an application for municipal restructuring to the Minister of Municipal Affairs and Housing ("Minister") to facilitate the annexation of Monroe Island into Tecumseh, all as presented at the April 8, 2025 Council meeting.

Strategic Objectives

This report does not directly align with a Strategic Objective; however, it serves as follow-up to the previous Report to Council regarding this matter presented on February 16, 2021, and the associated By-law 18-2021.

Background

Monroe Island, as shown on the aerial map attached as Appendix "B", is a unique property which is geographically located in Lakeshore but has a single access via a bridge connecting to land located in Tecumseh. There is only one single residential dwelling on Monroe Island. Lakeshore and Tecumseh agree that it would be more efficient and cost-effective for services to Monroe Island to be provided by Tecumseh. As such, Lakeshore and Tecumseh have been working together to pursue the annexation of Monroe Island into the jurisdiction of Tecumseh through a formal municipal restructuring process, in accordance with the provisions set out under the *Municipal Act, 2001*.

Sections 171 to 173 of the *Municipal Act, 2001*, together with Ontario Regulation 216/96, establish a structured process for annexation that requires municipalities to pass a resolution detailing the lands to be annexed, the rationale, and the impact on residents and services. Affected municipalities, property owners, and stakeholders must be notified and given an opportunity to participate in a public meeting, which may be any open meeting where the public can address Council. For annexations within two-tiered municipal structures, such as Lakeshore, Tecumseh, and the County, each affected lower-tier Council and the upper-tier Council must hold a public meeting to gather input on the proposal. If an agreement is reached, the identical proposal must be approved by by-laws from each Council before being submitted to the Minister of Municipal Affairs and Housing (the “Minister”) for approval. If the Minister approves, an annexation order is issued.

Previously, on February 16, 2021, Council passed By-law 18-2021 which authorized the execution of a servicing agreement between Tecumseh, the registered owners of Monroe Island and Lakeshore (the “Interim Agreement”) to provide for the interim servicing of, and financial matters pertaining to, Monroe Island while it remains under the jurisdiction of Lakeshore. Resolution 60-02-2021 provided direction to Administration to “prepare a consultation plan and draft a municipal restructuring proposal for consultation with the community and stakeholders as required by Part V of the *Municipal Act, 2001*” (the “Proposal”).

The Interim Agreement further acknowledges the next steps to formalize the provision of services would include:

1. proceeding with the Proposal to bring Monroe Island formally into the jurisdiction of Tecumseh for tax purposes; and
2. collaboration of the parties to submit a formal application to the Minister.

Comments

Administration, in consultation with Tecumseh, has negotiated the terms of a Boundary Adjustment Agreement to facilitate the orderly transfer of Monroe Island to Tecumseh. The draft agreement is attached as Appendix “C”.

The Boundary Adjustment Agreement is in keeping with the terms and conditions set in the Interim Agreement. In brief, the Boundary Adjustment Agreement provides for the following:

1. **Litigation Matters:** Lakeshore does not have any knowledge of any applications or appeals under the *Planning Act* for Monroe Island prior to the effective date of the Proposal. Any private initiated applications or appeals existing after the effective date will be the responsibility of Tecumseh. Any existing matter before the effective date will remain the obligation of Lakeshore.

2. **Transfer of Records:** Upon the request of Tecumseh, Lakeshore and the County, will transfer any records such as studies, designs or similar material that are associated with Monroe Island to comply with a Municipal Freedom of Information request under the *Municipal Freedom of Information and the Protection of Privacy Act*.
3. **Taxation:** Tecumseh shall apply to the Municipal Property Assessment Corporation (MPAC) for a new assessment roll number to identify the subject lands in Tecumseh within three months of the effective date.
4. **Emergency and Social Services:** Lakeshore will work with Tecumseh to update the Geographic Information System (GIS) mapping to revise and reflect the new municipal boundary. Both municipalities will work collectively with the County (EMS and social services), Windsor Fire and Rescue Services (fire dispatch) and the Ontario Provincial Police (police dispatch) to ensure that emergency medical services and social services are notified of the boundary adjustment.

The overall Proposal, which will contain the Boundary Adjustment Agreement, is expected to have minimal impact on the public, as it involves a small area with only one residential dwelling on Monroe Island. Additionally, the registered owners of Monroe Island support the Proposal. The primary objective is to streamline service delivery by transferring responsibility to Tecumseh, which already provides access to Monroe Island. All affected parties have been provided an opportunity to provide input during this public consultation, ensuring that their concerns are heard and addressed.

Administration is seeking approval for the Proposal to comply with the requirements under the *Municipal Act, 2001*. To coordinate with the municipal restructuring process, the Proposal is also being presented to Tecumseh's Council at their April 8, 2025, Council meeting for approval. If both Councils approve the Proposal, Tecumseh Administration will circulate the Proposal to the County for final approval prior to applying to the Minister for a Minister's Order to complete the restructuring process.

Others Consulted

Town of Tecumseh

Ministry of Municipal Affairs and Housing

Financial Impacts

Currently, Lakeshore collects property tax revenue for Monroe Island and pays Tecumseh annually for providing municipal services from such revenue pursuant to the Interim Agreement. Once the Minister's Order is issued, Tecumseh will apply to MPAC for a new assessment roll number for the lands, which will transfer the property tax collection responsibility from Lakeshore to Tecumseh.

Attachments

Appendix “A” – Property Description

Appendix “B” – Aerial Photo of Monroe Island

Appendix “C” – Draft Boundary Adjustment Agreement

Report Approval Details

Document Title:	Municipal Restructuring of Monroe Island.docx
Attachments:	- Appendix A – Legal Description.pdf - Appendix B – Aerial Photo of Monroe Island.pdf - Appendix C – draft Boundary Adjustment Agreement.pdf
Final Approval Date:	Mar 11, 2025

This report and all of its attachments were approved and signed as outlined below:

Prepared by Marco Villella

Submitted by Krystal Kalbol

Approved by the Corporate Leadership Team

Appendix “A”

PIN: 75001-0384 (LT)

Legal Description: Part of Lot 1, Concession East of River Peche, Maidstone; Part of Lot 1, Concession West of River Peche, Maidstone (St. Clair Beach) as in Instrument R857943; Municipality of Lakeshore/Town of Tecumseh.



**BOUNDARY ADJUSTMENT
AGREEMENT**

County of Essex
Town of Tecumseh
Municipality of Lakeshore

PREAMBLE

THIS BOUNDARY ADJUSTMENT AGREEMENT (this “**Agreement**”) made and entered into as of the Effective Date (as defined herein).

B E T W E E N:

MUNICIPALITY OF LAKESHORE

(“**Lakeshore**”)

– and –

TOWN OF TECUMSEH

(“**Tecumseh**”)

– and –

COUNTY OF ESSEX

(the “**County**”)

RECITALS

WHEREAS section 173 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “**Municipal Act**”), authorizes a municipality to make a restructuring proposal to the Minister of Municipal Affairs and Housing (the “**Minister**”) to annex part of a municipality to another municipality;

AND WHEREAS the lands described in Schedule “A” to this Agreement, municipally known as Monroe Island (“**Monroe Island**”), are located within the corporate boundaries of Lakeshore;

AND WHEREAS Monroe Island abuts Tecumseh and access to it is provided via Brighton Road, a highway located in, and under the exclusive jurisdiction of, Tecumseh;

AND WHEREAS Monroe Island is registered as a single, entire parcel in the land registry office for the County of Essex;

AND WHEREAS Lakeshore and Tecumseh previously entered into the “Servicing Agreement” (as defined herein) regarding Monroe Island and have agreed to work cooperatively to draft a restructuring proposal for the annexation of Monroe Island to Tecumseh;

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AND WHEREAS the Tecumseh, Lakeshore and the County have negotiated this Agreement in order to facilitate the orderly transfer of Monroe Island and protection of the interests of their respective residents;

AND WHEREAS the Parties have negotiated this Agreement to facilitate the orderly annexation of Monroe Island in accordance with the *Municipal Act*;

NOW THEREFORE, in consideration of the mutual covenants and other terms and conditions herein contained, the Parties agree as follows:

1. RECITALS & SCHEDULES

- 1.1. The Parties to this Agreement represent warrant and agree that the recitals above are true and accurate.
- 1.2. The Parties agree that the schedules attached to this Agreement (including their respective attachments, if any) form an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein.

2. DEFINITIONS

- 2.1. Throughout this Agreement, Lakeshore, Tecumseh, and the County may each individually be referred to as a **"Party"** or collectively as the **"Parties"**.
- 2.2. The Parties agree that, whenever one of the following words is used in this Agreement with its first letter capitalized, the term is being used as it is defined below:
 - (a) **"Agreement"** shall have the meaning set forth in the preamble.
 - (b) **"Assessment Roll"** shall mean the tax roll prepared in accordance with the *Municipal Act*, as defined by the *Assessment Act*, R.S.O. 1990, c. A.31.
 - (c) **"County"** shall mean the County of Essex and, where context so requires, the corporate boundaries thereof.
 - (d) **"Development Charges"** shall mean the fees collected by the Parties in accordance with the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended.
 - (e) **"Effective Date"** shall mean the date that the Minister's Order comes into force.

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- (f) **“GIS”** means the geographic information system used by the Parties for the storage, retrieval and spatial and logical analysis of geographically based data.
- (g) **“Lakeshore”** shall mean the Municipality of Lakeshore and, where context so requires, the corporate boundaries thereof.
- (h) **“Minister”** shall mean the Minister of Municipal Affairs and Housing.
- (i) **“Minister’s Order”** shall mean an order issued by the Minister in accordance with s. 173(4) of the *Municipal Act* regarding the annexation of Monroe Island to Tecumseh.
- (j) **“Monroe Island”** shall mean the lands described in Schedule “A” to this Agreement.
- (k) **“Municipal Act”** shall mean the *Municipal Act, 2001*, S.O. 2001, c. 25.
- (l) **“Servicing Agreement”** shall mean the agreement, entitled “Monroe Island Servicing Agreement”, made between Lakeshore, Tecumseh, and the registered owners of Monroe Island, dated February 17, 2021.
- (m) **“Tecumseh”** shall mean the Town of Tecumseh and, where context so requires, the corporate boundaries thereof.

3. AGREEMENT

- 3.1. The Parties agree that Monroe Island shall be annexed to Tecumseh as of the Effective Date.
- 3.2. The Parties acknowledge and agree that Tecumseh shall have complete jurisdiction over Monroe Island, to the exclusion of Lakeshore, and the by-laws and resolutions of Tecumseh will apply to Monroe Island upon the Effective Date. All assets of Lakeshore located on Monroe Island shall vest in Tecumseh on the Effective Date, including, but not limited to, any easements, rights, or restrictive covenants.
- 3.3. The Parties agree that it is in the best interests of the property owners of Monroe Island and all other property owners in the corporate boundaries of Lakeshore and Tecumseh to ensure an efficient and cost-effective and orderly annexation of Monroe Island.

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4. EFFECTIVE DATE

- 4.1. This Agreement shall take effect on the Effective Date and shall be of no force or effect unless and until the Minister's Order comes into force.
- 4.2. Lakeshore and Tecumseh acknowledge and agree that, pursuant to section 15(d) of the Servicing Agreement, the Servicing Agreement is deemed void and of no further force or effect as of the Effective Date.

5. LITIGATION MATTERS

- 5.1. The Parties agree that any legal proceedings or causes of action existing as of the Effective Date in relation to Monroe Island shall remain the sole obligation and responsibility of Lakeshore. Lakeshore shall have the exclusive right to continue, defend, settle, or discontinue such litigation at its sole and unfettered discretion, without the requirement for consultation with or approval from Tecumseh.
- 5.2. The Parties agree that any legal proceedings or causes of action arising in connection with Monroe Island after the Effective Date shall be the sole responsibility of Tecumseh, which shall have full authority to manage, defend, settle, or otherwise resolve such matters at its sole and unfettered discretion.

6. TRANSFER OF RECORDS

- 6.1. Lakeshore and the County shall, at each of their own expense, upon the request of Tecumseh, transfer to Tecumseh any studies, plans, records, designs or similar material and documentation that are public in nature and are associated with Monroe Island subject to compliance with the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.

7. TAXATION

- 7.1. For the purposes of the Assessment Roll prepared for taxation in the year the Effective Date occurs, the Parties agree that Monroe Island shall be treated as part of Tecumseh and it shall be assessed in the same manner as other properties within Tecumseh.
- 7.2. Within 90 days following the Effective Date, Tecumseh shall amend, or cause to be amended, its Assessment Roll to identify Monroe Island as a property located within the corporate boundaries of Tecumseh. Tecumseh shall, to the extent permitted by applicable law, ensure that such amendment to the Assessment Roll takes effect retroactively as of the Effective Date. In the event that the adjustment to the Assessment Roll cannot be made retroactively to the Effective Date,

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Lakeshore agrees to remit to Tecumseh and the applicable school boards any real property taxes it receives for Monroe Island for any period after the Effective Date.

- 7.3. Within 90 days of the Effective Date, Tecumseh shall apply to the Municipal Property Assessment Corporation for a new Assessment Roll number to identify Monroe Island as a property within the jurisdiction of Tecumseh.
- 7.4. Pursuant to the terms of the Servicing Agreement, Lakeshore covenants and agrees to pay or remit to:
- (a) Tecumseh any Development Charges and real property taxes assessed on Monroe Island from the date of occupancy up to and including the date of the Minister's Order; and
 - (b) the applicable school boards any outstanding education portions related to the Development Charges and real property taxes assessed on Monroe Island for the same period as noted above in subsection (a).

Any Development Charges or real property taxes collected by Lakeshore shall be paid or remitted forthwith to Tecumseh in accordance with this Section. This Section shall survive until all such Development Charges and real property taxes are paid in full, notwithstanding the provisions of Section 4.2 of this Agreement.

8. EMERGENCY SERVICES

- 8.1. Tecumseh will work with Lakeshore to ensure GIS mapping is revised to reflect the boundary adjustment prior to the Effective Date and Tecumseh will provide Windsor Fire and Rescue Emergency Communications Services with an updated map of its corporate boundaries.
- 8.2. As of the Effective Date, Tecumseh shall assume full responsibility for the provision, coordination, and associated expenses of all police and fire services for Monroe Island, including all related dispatch services and requirements.
- 8.3. The Parties acknowledge and agree that the County is responsible for providing ambulance and social services to the residents of Lakeshore and Tecumseh. The Parties agree to work cooperatively to ensure that their staff are aware of the boundary adjustment and any necessary changes are made.
- 8.4. In the event any members of the Lakeshore Fire Department are requested or required to respond to an emergency or other event at Monroe Island after the Effective Date, Lakeshore shall issue an invoice to Tecumseh for the costs associated with such services. Tecumseh agrees to remit full payment of any such invoice within ninety (90) days of receipt.

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- 8.5. Tecumseh shall work with Lakeshore to notify the Ontario Provincial Police (OPP) of the boundary adjustment to ensure proper coordination of police services for Monroe Island.

9. AGENCY NOTIFICATIONS

- 9.1. Tecumseh and Lakeshore shall jointly notify Canada Post regarding the change in addressing for Monroe Island to reflect the boundary adjustment.
- 9.2. Within thirty (30) days following the Effective Date, Tecumseh shall update its corporate records, systems, and any relevant signage to reflect the change in addressing for Monroe Island from a Lakeshore address to a Tecumseh address.
- 9.3. Within thirty (30) days following the Effective Date, Lakeshore shall provide written notice of the boundary adjustment to any and all relevant governmental authorities, utility providers, or stakeholders, including but not limited to:
- (a) Bell Canada;
 - (b) Canada Post;
 - (c) Provincial Ambulance Dispatch;
 - (d) Ontario Provincial Police (OPP);
 - (e) Windsor Fire and Rescue Emergency Communications Services;
 - (f) Essex-Windsor Solid Waste Authority;
 - (g) Essex-Windsor Emergency Medical Services; and
 - (h) Rogers Communications.

10.

- 10.1. Any notice required or permitted to be given pursuant to this Agreement shall be deemed duly given if delivered by electronic mail (e-mail) or sent via registered mail to the following addresses:

On Lakeshore: Municipality of Lakeshore
 419 Notre Dame Street
 Belle River, Ontario N8L 0P8

Attention: Clerk
Email: clerk@lakeshore.ca

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On Tecumseh:

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Attention: Robert Auger, Director of Legislative
Services & Clerk

Email: rauger@tecumseh.ca

On the County:

County of Essex
360 Fairview Avenue West
Essex, Ontario N8M 1Y6

Attention: Katherine Hebert, County Clerk

Email: khebert@countyofessex.ca

- 10.2. Either Party may, at any time, give notice to the other Party of a change of address and thereafter such changed address shall be substituted for the previous address set out in this Agreement.

11. ENTIRE AGREEMENT

- 11.1. This Agreement, together with any other documents incorporated herein by reference and related schedules, shall constitute the entire agreement between the Parties with respect to the subject matter contained herein. Any prior contemporaneous understandings, agreements, representations and warranties, both written and oral, preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

12. SUCCESSORS AND ASSIGNS

- 12.1. No Party shall assign this Agreement or any interest in this Agreement without the prior written consent of all other Parties.
- 12.2. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns, as the case may be, of each Party.

13. AMENDMENTS AND WAIVERS

- 13.1. This Agreement shall not be amended, modified, superseded or cancelled except by a document or other instrument in writing signed by the Parties and any document or other instrument which purports to amend, modify, supersede or

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cancel this Agreement or any part hereof shall not be binding and shall be of no effect unless and until it has been executed and delivered by the Parties.

- 13.2. The failure of any Party at any time or times to require performance of any provision hereof by any other Party shall in no manner affect the right of such Party to require such performance at a later time. No act or omission of any Party, other than an express written waiver signed by such Party, shall constitute a waiver by such Party of any breach of this Agreement or of the provision of this Agreement so breached. No waiver by a Party of the breach of any provision hereof, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of such breach or as a waiver of the provision hereof so breached.

14. SEVERABILITY

- 14.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by the Parties subsequent to the expungement of the invalid provision.
- 14.2. If there is a conflict between any provision of this Agreement and the Minister's Order, the applicable legislation of the Province of Ontario, or the federal laws of Canada applicable in that Province, such order or legislation will prevail and such provisions of this Agreement shall be amended or deleted as necessary in order to comply with such order or legislation. Further, any provisions that are required by such order or legislation are incorporated into this Agreement.

15. GENERAL INTERPRETATION

- 15.1. Each obligation expressed in this Agreement, even though not expressed as a covenant, is considered to be a covenant for all purposes.
- 15.2. Time shall always be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of all the Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 15.3. In this Agreement words importing the singular number only shall include the plural and vice versa, words importing one gender shall include the other genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations, and corporations.

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- 15.4. The headings in this Agreement identifying various sections, paragraphs, subsections and clauses are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
- 15.5. Any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section and all regulations thereunder or in connection therewith as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- 15.6. It is the intention of the Parties that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Ontario and the federal laws of Canada applicable in that Province, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 15.7. All references to currency in this Agreement shall be deemed to be in reference to Canadian dollars.

16. COUNTERPARTS AND DIGITAL EXECUTION

- 16.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by electronic means, including but not limited to facsimile, email (in PDF format), or through any electronic signature service, shall be deemed to have the same legal effect as original signatures. Each Party agrees that the delivery of this Agreement by electronic means shall be effective for all purposes as if it were delivered in physical form with original signatures.
- [REDACTED]

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement by their duly authorized representatives.

MUNICIPALITY OF LAKESHORE:

Date

Tracey Bailey
Mayor

Date

Brianna Coughlin
Clerk

TOWN OF TECUMSEH:

Date

Gary McNamara
Mayor

Date

Robert Auger
Clerk

COUNTY OF ESSEX:

Date

Hilda MacDonald
Warden

Date

Katherine Hebert
Clerk

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SCHEDULE “A” – LEGAL DESCRIPTION OF MONROE ISLAND

Legal Description: Part of Lot 1, Concession East of River Peche, Maidstone and
Part of Lot 1, Concession West of River Peche, Maidstone (St.
Clair Beach) as in R857943; Lakeshore/Tecumseh, being all
of the Property Identifier Number 75001-0384 (LT)

SAMPLE



The Corporation of the Town of Tecumseh

Legislative & Clerk Services

To: Mayor and Members of Council

From: Robert Auger, Director Legislative Services & Clerk

Date to Council: April 8, 2025

Report Number: LCS-2025-10

Subject: Municipal Restructuring of Monroe Island – Proposal and
Ministry Application

Recommendations

It is recommended:

That Report LCS-2025-10 Municipal Restructuring of Monroe Island-Proposal and Ministry Application **be received**;

And that By-Law 2025-045 regarding the approval of the Monroe Island municipal restructuring agreement with the Municipality of Lakeshore **be considered** for first, second, third and final readings;

And further that Administration **submit** for County of Essex approval the Monroe Island municipal restructuring agreement;

And further that Administration **be authorized** to submit an application for Municipal Restructuring for Monroe Island to reside in the Town of Tecumseh via boundary adjustment to the Ministry of Municipal Affairs and Housing, and for the Town's Solicitor to further such acts necessary to finalize the submission.

Background

On February 23, 2021, Administration presented Report CS-2021-04 that authorized the execution of a Servicing Agreement between the Municipality of Lakeshore (Lakeshore)

and the Town of Tecumseh (Tecumseh) and the property owners of 440 Brighton Road, which property is also known, historically, as Monroe Island. Monroe Island is a unique property located in Pike Creek immediately south of Old Tecumseh Road and east of Brighton Road in Lakeshore. The access to the property stems from a bridge erected on the lands in Tecumseh at 440 Brighton Road. Despite the property being physically located in Lakeshore, it is more efficient and less costly for services to the property to be provided by the Town of Tecumseh. As a result, an interim agreement was entered with Lakeshore which provides for municipal servicing to the property by the Town and which currently remains in effect.

The interim agreement further acknowledges the next steps to formalize this matter which include proceeding with a municipal restructuring proposal to bring Monroe Island formally into the Town of Tecumseh's jurisdiction for tax purposes; and collaboration with Lakeshore in preparing a municipal restructuring proposal to submit for approval to the Ministry of Municipal Affairs and Housing for a Minister's Order.

In accordance with Sections 171 to 173 of the *Municipal Act, 2001*, and Ontario Regulation 219/96, municipal restructuring proposals including annexations within two tiered municipal structures require that each of the affected lower tier Councils (Lakeshore and Tecumseh) as well as the upper-tier Council (County of Essex) hold a public meeting to receive input (if any) on the proposal. Further after the public meetings are held, a by-law recommending the restructuring proposal must be approved by each of the respective Councils. In consultation with the Ministry, a public meeting can be any meeting that is open so long as the public has an opportunity to be a delegation to Council.

Comments

As a result, Administration, in consultation with Lakeshore, has negotiated a boundary adjustment agreement (Proposal) in [Attachment 1](#) to facilitate the orderly transfer of Monroe Island (subject lands) to the Town of Tecumseh. The Proposal is in keeping with the terms and conditions set in the interim agreement approved by Council in 2021. In brief, the Proposal provides for the following:

1. **Litigation Matters:** Lakeshore does not have any knowledge of any applications or appeals under the Planning Act for the related subject lands prior to the effective date of the agreement. Any private initiated applications or appeals existing after the effective date will be the responsibility of Tecumseh. Any matter before the effective date will remain the obligation of Lakeshore.
2. **Transfer of Records:** Upon the request of Tecumseh, Lakeshore and the County of Essex, will transfer any records such as studies, designs or similar material that are associated to the subject lands in relation to comply with a Municipal Freedom of Information request under the *Municipal Freedom of Information and the Protection of Privacy Act., R.S.O 1990.c.M56* as amended.

3. **Taxation:** Tecumseh shall apply to the Municipal Property Assessment Corporation (MPAC) for a new assessment roll number to identify the subject lands in Tecumseh within three months of the effective date.
4. **Emergency and Social Services:** Tecumseh will work with Lakeshore to update the Geographic Information System (GIS) mapping to revise and reflect the new municipal boundary. Both municipalities will work collectively with the County to ensure that Emergency Medical Services and social services are aware of the Boundary adjustment.

As the prescribed legislative requirements for municipal restructuring, this report is seeking approval of the Proposal for the subject lands and to provide an opportunity to the public for input on the boundary adjustment proposal. To coordinate with the municipal restructuring process, this Proposal is also being presented to Lakeshore's Council at their April 8, 2025 meeting, for approval. If both Councils approve the Proposal, Tecumseh Administration will circulate the Proposal to the County of Essex for final approval prior to applying to the Ministry of Municipal Affairs and Housing for a Minister's Order to complete the restructuring process.

Consultations

Municipality of Lakeshore
Ministry Municipal Affairs and Housing

Financial Implications

Currently, the cost for providing municipal services is recovered by a payment made annually to Tecumseh from the property taxes collected by Lakeshore for the subject lands. Once the Minister's Order has been made, Tecumseh will apply to MPAC for a new assessment roll number for the subject lands to transfer property tax collection to Tecumseh from Lakeshore.

Link to Strategic Priorities

Applicable	2023-2026 Strategic Priorities
☒	Sustainable Growth: Achieve prosperity and a livable community through sustainable growth.
☐	Community Health and Inclusion: Integrate community health and inclusion into our places and spaces and everything we do.
☐	Service Experience: Enhance the experience of Team Tecumseh and our citizens through responsive and respectful service.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Jennifer Alexander, MPA, AOMC, CMO
Deputy Clerk & Manager Legislative Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

Robert Auger, LL.B.
Director Legislative Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Boundary Adjustment Proposal

Municipality of Lakeshore

By-law 25-2025

Being a By-law to Approve the Annexation of 440 Brighton Road (“Monroe Island”) by the Town of Tecumseh and to Authorize a Boundary Adjustment Agreement between the Municipality of Lakeshore, the Corporation of the Town of Tecumseh and the Corporation of the County of Essex.

Whereas section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas sections 171 through 173 of the *Municipal Act, 2001*, together with Ontario Regulation 216/96, establish a structured process for annexation;

And whereas it is deemed necessary to enter into a Boundary Adjustment Agreement with the Corporation of the Town of Tecumseh and the Corporation of the County of Essex to authorize the annexation of the lands municipally known as 440 Brighton Road (“Monroe Island”), as recommended by the Division Leader – Legal Services at the April 8, 2025 Council meeting;

Now therefore the Council of the Municipality of Lakeshore enacts as follows:

1. The Mayor and the Clerk are authorized to execute a Boundary Adjustment Agreement with the Town of Tecumseh and the County of Essex, with the form approved by Legal Services and the content approved by the Corporate Leader – General Counsel.
2. The authority granted in Section 1 includes the authority to execute any related amendments or agreements in furtherance of this agreement.
3. In the event of a conflict between this by-law and another Lakeshore by-law, this by-law prevails.
4. This By-law comes into force and effect upon passage.

Read and passed in open session on April 8, 2025.

**Mayor
Tracey Bailey**

**Clerk
Brianna Coughlin**

The Corporation of the Town of Tecumseh

By-Law Number 2025-045

Being a by-law to authorize the execution of a Boundary Adjustment Agreement between The Corporation of the Town of Tecumseh, Municipality of Lakeshore, and County of Essex for the municipal property known as 440 Brighton Road in Tecumseh

Whereas the Municipality of Lakeshore (Lakeshore) and The Corporation of the Town of Tecumseh (Tecumseh) are lower-tier municipal corporations by the Province of Ontario in the County of Essex;

And Whereas a residential dwelling requiring municipal servicing has been built on the land municipality known as 454 Brighton Road, Lakeshore and lands municipally known as 440 Brighton Road, Tecumseh (Monroe Island);

And Whereas Tecumseh is positioned to provide municipal services to Monroe Island in a more effective manner than Lakeshore a Service Agreement with Lakeshore to provide municipal services to Monroe Island from the Town of Tecumseh was executed on February 23, 2021, and approved by passage of By-law 2021-12, which Service Agreement remains in effect;

And Whereas such Service Agreement provides that Monroe Island will form the subject of a restructuring application under Part V of the *Municipal Act*, 2001 as between Lakeshore and Tecumseh which, if approved, will have the effect of restructuring Lakeshore and Tecumseh by annexing part of Lakeshore, being Monroe Island, to Tecumseh;

And Whereas Sections 171, 172 and 173 of the *Municipal Act*, 2001, S.O. 2001 c.25, together with Ontario Regulation 216/96: Restructuring Proposals provides for the municipal reorganization for municipal restructuring/annexation in a timely and efficient manner;

And Whereas it is deemed necessary to enter into a Boundary Adjustment Agreement with The Municipality of Lakeshore and the Corporation of the County of Essex to authorize the annexation of the land municipality known as Monroe Island;

And Whereas under Section 5 of the *Municipal Act*, 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and Clerk are hereby authorized and empowered on behalf of the Corporation of the Town of Tecumseh to execute a Boundary Adjustment Agreement with the Municipality of Lakeshore and the County of Essex, a copy of

which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the Agreement.

2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 8th day of April, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk



Administrative Report

To: Warden MacDonald and Members of Essex County Council
From: Gary Filiatrault, Human Resources Business Partner
Date: Wednesday, May 7, 2025
Subject: Human Resources Annual Service Report 2024
Report #: 2025-0507-HR-R01-GFBB

Purpose

The purpose of this report is to provide County Council with a data-driven overview of Human Resources (HR) performance to support strategic decision-making. By analyzing key indicators such as attrition rates, recruitment and retention outcomes, claims statistics, and health and safety data, the report offers insights that inform workforce planning and policy development. It serves as a tool to evaluate progress toward the County's strategic goals, including building organizational resilience, enhancing employee experience, and delivering effective, accountable public service.

Background

Human Resources Services play a vital role in supporting the County of Essex's vision for organizational excellence and public sector leadership, as outlined in the 2024-2027 Strategic Plan. With responsibilities spanning recruitment, retention, compensation, employee engagement, health and safety, and labour relations, HR supports the County's ability to attract, develop, and retain a high-performing workforce. This report presents key workforce metrics and trends, including staffing demographics, employment dynamics, workplace safety, and labour relations, to provide context for ongoing and future HR initiatives aligned with strategic objectives.

Discussion

The County of Essex's workforce is diverse, experienced, and central to the delivery of quality public service. A review of current staffing demographics provides important context for understanding both the strengths of the organization and the planning required to sustain it. As of 2024, the County employed a total of 805 staff, with 530 in full-time positions and 275 in part-time roles. Employees are represented across several union groups, as

Gary Filiatrault, Human Resources Business Partner
Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Choose an item.

detailed in **Appendix A**, each contributing uniquely to service delivery. The average age and length of service – 42 and 10, respectively – reflect a seasoned workforce, while also highlighting the importance of succession planning and continued professional development.

As part of the County's Strategic Goal of **Working as Team Essex County**, demographic tracking is being modernized through the full implementation of a new Human Resource Information System (HRIS). This system will support more effective workforce planning and decision-making across departments. Additional activities, such as preparing and presenting this report and our team's annual strategic planning session, help guide the conversation about potential programs and strategic initiatives that the team should undertake.

Our workforce continues to evolve, and so do the challenges and opportunities associated with recruitment and retention. Year-over-year attrition data from 2022 to 2024 provide insight into where turnover is occurring and is presented in **Appendix B**. These insights support targeted strategies for workforce stabilization. In 2024, HR facilitated 138 job postings, receiving a total of 8,248 applications – 7,572 external and 676 internal. These numbers highlight the County's ability to attract external talent while promoting growth from within. Retention rates at the 2 (82%), 5 (61%), and 10 (62%) year milestones further reinforce workforce stability, allowing for targeted improvements to onboarding, engagement, and career development strategies.

Supporting the Strategic Goal of **Growing as Leaders in Public Service Excellence**, HR, in collaboration with Administration, is developing a recruitment strategy and a comprehensive employee development program, including onboarding, development and succession planning. The framework for these programs is targeted for completion in 2025.

In addition to attracting and retaining talent, the County continues to invest in developing its workforce. A key tool in this effort is the tuition reimbursement program, which supports employees pursuing further education and training aligned with their roles and career paths. In 2024, 46 applications were approved under the program, reflecting strong interest in professional development and the County's ongoing commitment to building internal capacity and leadership across departments.

Labour relations activity supports stability and collaboration throughout the organization. In 2024, 3 collective agreements were successfully ratified. Looking ahead, 2 agreements are scheduled for negotiation in 2025 and 3 in 2026. The ongoing partnership development with CUPE, ONA and Teamsters continued with 44 grievances filed and 19 resolved. This further illustrates the County's commitment to addressing issues constructively and maintaining strong working relationships with these groups and the employees they represent.

Occupational Health and Safety is critical to ensuring the well-being of County employees and minimizing potential risks. Ensuring compliance with the Occupational Health and Safety Act (OHSA) is a top priority, and we achieve this through regular policy updates (15 in 2024), training and education, emergency drills, and other proactive measures, fully outlined in **Appendix C**, that help maintain a safe work environment.

The highlighted training efforts, such as Health and Safety Awareness Training and Health and Safety for Leaders, demonstrate our commitment to equipping team members with the knowledge needed to work safely. Additionally, Joint Health and Safety Committee (JHSC) training and other specialized programs ensure that both employers and employees collaborate effectively to maintain a safe workplace.

Looking ahead, we will continue to explore opportunities to enhance training, complete policy updates, and offer tailored courses to address identified and potential risks. These initiatives will not only support ongoing compliance with the OHSA, but will also contribute to our **Strategic Goals of Working as Team Essex County** and **Growing as Leaders in Public Service Excellence**.

Injury claims management and absenteeism monitoring are key components of a responsive and supportive workplace. During the reporting period, 428 claims were managed, with 387 resolved or closed. The County also tracked the percentage of sick time taken, using this information to inform early intervention efforts and guide support programs where needed. In alignment with **Growing as Leaders in Public Service Excellence**, we will continue to address wellness and attendance-related issues.

Each of the data points tells a part of the broader HR story – one of a department actively engaged in sustaining a healthy, safe, and service-ready workforce. Together, they reflect how HR continues to evolve and respond to

workforce trends, while remaining aligned with the County’s operational needs and long-term strategic direction.

Financial Implications

There are no direct financial implications resulting from this report, as it provides key HR analytics for Council’s awareness. Any financial considerations related to HR services are managed within the approved annual County budget.

Consultations

N/A

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 on “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 2025-0507-HR-R01-GF, Human Resources Annual Service Report 2024 as information.

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Administrative Report
May 7, 2025
Human Resources Annual Service Report 2024

Approvals

Respectfully submitted,

Gary Filiatrault

Gary Filiatrault, Human Resources Business Partner

Concurred with,

Kyla Pritiko

Kyla Pritiko, Director, Human Resources

Concurred with,

Sandra Zwiers

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

Appendix	Title
A	Staffing Composition by Employment Type and Union Group
B	Attrition Data (2022 – 2024)
C	Health and Safety Activities Summary (2024)

Appendix A – Staffing Composition by Employment Type and Union Group

Full-Time Employee Groups	2024	2023	2022
CUPE 2974.1 (Inside/Outside)	48	45	43
CUPE 2974.2 (EMS)	207	207	206
CUPE 860 (SPH)	138	137	134
ONA (SPH)	9	9	9
Teamsters (Roads)	34	33	29
Mgt & Non-Union	94	88	83
Total	530	519	504

*The table above excludes non-permanent employee groups, including County Council, Temporary Part-time, Temporary Full-time and Students (Co-ops and Summer Students).

Part-Time Employee Groups	2024	2023	2022
CUPE 2974.1 (Inside/Outside)	1	1	1
CUPE 2974.2 (EMS)	69	43	25
CUPE 860 (SPH)	151	132	108
ONA (SPH)	14	10	9
Teamsters (Roads)	0	0	0
Mgt & Non-Union	1	0	0
Council & ABCs	39	39	28
Total	275	225	171

*The table above excludes non-permanent employee groups, including County Council, Temporary Part-time, Temporary Full-time and Students (Co-ops and Summer Students).

Appendix B – Attrition Data (2022 – 2024)

Turnover Category	2024	2023	2022
Resignations	35	49	66
Retirements	17	13	14
Terminations	11	11	14
Other (E.g. End of Contract)	26	31	48
TOTAL	89	104	142

Appendix C – Health and Safety Activities Summary (2024)

Emergency Drills Conducted	2024
Sun Parlour Home	45
Administration Building	1
Total	46

Health and Safety Course	Participants
H&S Awareness (Employees)	428
H&S Awareness (Supervisors)	32
H&S for Leaders	15
JHSC Training (Committee Members)	20
First Aid/CPR	20
AED Awareness	65
Working at Heights	30
Total	610



Administrative Report

To: Warden MacDonald and Members of Essex County Council

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

Date: Wednesday, May 7, 2025

Subject: Canada First Strategy

Report #: 2025-0507-FIN-R12-MR

Purpose

The purpose of this Administrative Report is to present County Council with potential updates to the County's Procurement Policy. This review stems from the notice of motion debated on February 19, 2025, which resulted in Council directing Administration to explore options for implementing a "Buy Canadian Procurement Strategy." The report also outlines additional options to support a broader Canada First Strategy.

Background

The County's Procurement Policy was last updated in February of 2024 to reflect best practices and legislative requirements. However, in light of recent economic and trade challenges—including tariffs imposed (or threatened to be imposed) by the U.S. on Canadian goods—there has been growing interest in strengthening local procurement policies to better support Canadian businesses and industries.

On February 19, 2025, County Council adopted the above-referenced motion directing staff to explore the viability of implementing a "Buy Canadian Procurement Strategy." To move forward, Administration believes a clear definition of Canadian content in procurement decisions, along with greater transparency and consistency in how the County prioritizes Canadian goods and services is required.

Across Canada, various municipalities and organizations have announced that they are exploring similar approaches to prioritize local and national suppliers, while remaining compliant with existing trade agreements. The

County is carefully assessing how such a strategy can be integrated into its Procurement Policy and related procurement procedures without violating legal obligations under trade agreements, and while continuing to uphold value-for-money principles.

In addition to procurement-based measures, there are other ways municipalities can support the Canadian economy which we have seen across municipalities in Ontario. These include promoting “Buy Local” and “Buy Canadian” campaigns, exploring targeted property tax deferral programs to provide short-term relief to Canadian businesses impacted by economic uncertainty, and working collaboratively with local economic development agencies to support Canadian suppliers and manufacturers. These complementary strategies can help reinforce the County’s commitment to supporting the national economy while also fostering local economic resilience.

Discussion

Defining “Made in Canada” and Canadian Content

A key aspect of the Buy Canadian Procurement Strategy is creating a simple and clear approach to defining “Made in Canada” or establishing the amount of “Canadian content” required to be considered “sufficiently Canadian” to be preferred in the procurement process. While various definitions exist, the goal is to make it easy for vendors to comply without requiring extensive definitions or complex assessments.

Some key considerations include:

- **Industry Canada Definition:** A product can be labeled “Product of Canada” or “Made in Canada”, with any necessary qualifications set out in the guidelines established by the Competition Bureau (non-food products) and the Canadian Food Inspection Agency (food products). A “Product of Canada” is held to a higher threshold than a product that is “Made in Canada”.
- **Canadian Content Certification:** Some industries use a percentage-based system where a certain proportion of raw materials, manufacturing, or value-added processes must occur in Canada to qualify.

- **Complexities in Ownership vs. Production:** A company may be foreign-owned but manufacture its products using primarily Canadian inputs. For example, Doritos is owned by an American company (PepsiCo), but all ingredients, packaging, and labour used in production are sourced from Canada. If its last substantial transformation occurred in Canada, it could be called a "Product of Canada" or "Made in Canada" depending on the amount of Canadian ingredients, processing, and labour used.
- **Sector-Specific Considerations:** Some industries have stricter or looser criteria. For example, government contracts for Department of Defence matters may have more stringent Canadian content rules compared to consumer goods.

Policy Alignment and Legislative Changes

Since the County's initial direction to explore a Buy Canadian Procurement Strategy, additional provincial guidance has emerged that further informs our approach. Specifically, Administration reviewed the Province of Ontario's recently issued Procurement Restriction Policy (the "Policy"), which restricts participation of certain U.S. businesses in provincial procurement. While this Policy applies directly to Ontario ministries and Broader Public Sector ("BPS") organizations—including hospitals, school boards, and post-secondary institutions—it does not directly apply to municipalities.

That said, municipalities receiving provincial funding tied to specific procurement processes may be required to comply with the Policy as a condition of funding. To date, Administration is not aware of any municipalities that have voluntarily adopted the Policy in full. However, Administration's review confirms that the Policy strikes an appropriate balance between promoting Canadian content and maintaining an efficient and accessible bidding process. Furthermore, adopting a strategy consistent with the provincial approach will promote consistency, simplify supplier expectations, and help ensure interoperability with broader public initiatives.

Definition of "U.S. Business"

The Policy defines a "U.S. business" as one that:

- Has its headquarters or main office in the United States, and
- Has fewer than 250 full-time employees in Canada at the time of the procurement.

Where both conditions are met, the business is prohibited from bidding on applicable procurements. Importantly, the Policy permits reliance on a company's own representations about whether it meets this definition, making operational implementation straightforward.

Exceptions and Flexibility

Notably, the Policy provides for several exceptions, including:

- Situations where no viable alternative suppliers exist and procurement cannot be delayed;
- Cases where the procurement is conducted under existing vendor-of-record arrangements (including those accessible to municipalities); and
- An overarching commitment to comply with trade agreements and other legal obligations.

The provincial direction has shifted slightly from a strict Canada First strategy. Instead, it recognizes that while prioritizing Canadian goods and services is important, there may be circumstances where Canadian options are unavailable. In such cases, sourcing from allied international trade partners is considered acceptable.

By aligning with this approach, particularly for procurements that fall below trade agreement thresholds, the County can adopt a similar strategy that balances flexibility with responsible procurement practices, supporting Canadian suppliers where possible, while minimizing risk and maintaining access to a broader supplier base when needed.

Current Status in Other Municipalities

Several municipalities in Ontario have introduced policies that indirectly support Canadian suppliers while maintaining trade agreement compliance, some include:

- **City of Mississauga:** Proposed defining a "U.S. Bidder" and allowing preference for non-U.S. bidders within a 20% price margin.
- **City of Vaughan:** Suggested a definition of Canadian suppliers based on workforce location and spending.
- **City of Toronto & City of Ottawa:** Adopted economic benefit scoring to favour Canadian suppliers in procurement evaluations. The City of

Toronto also implemented a targeted application-based Tax Deferral Program.

- **Township of Archipelago:** Adopted a formal resolution supporting Canadian businesses in response to trade challenges.

These cases provide valuable insights into potential approaches the County could take, helping us align with best practices and avoid common challenges.

Efforts by Other Agencies

To align the County's approach with provincial and municipal efforts, staff have reviewed initiatives from the Windsor-Essex Economic Tariff Task Force, Border Mayors Alliance, the Association of Municipalities of Ontario (AMO), the Western Ontario Wardens' Caucus (WOWC), and the Windsor Construction Association (WCA).

By leveraging existing research, the County can collaborate with the above-named agencies to enhance its Buy Canadian Procurement Strategy and to ensure that we are in alignment with best practices in both our region and across the Province.

WindsorEssex Economic Tariff Task Force: The task force promotes Canadian-made goods through resources like the Canada Made directory, Ontario Made program, Source WindsorEssex B2B database, and TrilliumGIS tool. The County can use these to connect local suppliers and support the procurement of Canadian goods and services.

Border Mayors Alliance: The Border Mayors Alliance, which includes mayors from Canadian border towns, was formed to support communities affected by U.S. tariffs and trade uncertainties. With border economies heavily reliant on the movement of people and goods, mayors have voiced concerns about the impact on local businesses and duty-free stores. The County's participation in this initiative will allow it to stay informed on evolving trade issues and ensure its procurement strategy accounts for cross-border economic challenges. To support this effort, the County is covering the cost of members of its County Council (Local Municipalities Mayors) to participate in the alliance.

Association of Municipalities of Ontario (AMO): AMO advocates for municipal involvement in procurement to support local businesses and has engaged with leaders on trade issues. The County can align its policies with

AMO's efforts to strengthen Ontario's economy and benefit from AMO's advocacy on tariffs and infrastructure costs.

Western Ontario Wardens' Caucus (WOWC): WOWC focuses on the economic impact of tariffs on sectors like manufacturing and agriculture. The County can use WOWC's analysis to create a procurement strategy that supports Canadian suppliers while considering the broader economic effects of trade policies.

Windsor Construction Association (WCA): The Windsor Construction Association recommends that public sector organizations, including municipalities, take responsibility for managing tariff-related risks in construction contracts. Since contractors cannot control tariff increases, placing this burden on them may result in inflated bid prices or financial instability for the contractors. This, in turn, could lead to higher project costs.

Efforts by the Federal Government

In response to ongoing trade tensions and the imposition of U.S. tariffs on Canadian goods, the Government of Canada has taken decisive steps to support Canadian businesses and strengthen the national economy. These efforts are intended not only to mitigate the short-term impacts of retaliatory tariffs but also to reinforce Canada's long-term economic resilience and competitiveness.

On April 15, 2025, the Department of Finance Canada announced a suite of targeted measures aimed at supporting Canadian industries most affected by the U.S. tariffs. These include:

Performance-Based Remission Framework for Automakers

To support Canada's automotive sector—an industry deeply integrated within the North American economy—the federal government introduced a new framework allowing automakers that maintain or increase production in Canada to import a limited number of U.S.-assembled, CUSMA-compliant vehicles without being subject to Canadian countermeasure tariffs. This remission is conditional on automakers' continued investment and job creation within Canada, thereby encouraging reinvestment in the domestic economy.

Temporary Tariff Relief for Key Manufacturing and Public Service Sectors

A six-month temporary relief period has been introduced for U.S. goods used in Canadian manufacturing, food and beverage packaging, health care, public safety, and national security sectors. This measure is intended to give businesses and institutions time to transition toward Canadian or alternative supply sources where feasible, while still maintaining essential services and competitiveness.

Large Enterprise Tariff Loan Facility (LETL)

The LETL program, now open for applications, is designed to support large businesses that are struggling to access market financing as a result of the trade dispute. Priority is given to businesses vital to food security, energy, and national economic interests. Funding under this facility is contingent on efforts to preserve Canadian jobs and maintain business operations domestically.

Ongoing Coordination with Provinces and Territories

The federal government has committed to ongoing collaboration with provincial and territorial governments to ensure alignment of supports across jurisdictions. This multi-level approach is critical in responding to the economic challenges posed by the trade dispute and ensuring that relief measures reach affected sectors efficiently.

These federal initiatives provide an important backdrop for municipalities exploring local solutions to support Canadian economic resilience. In addition to reviewing procurement strategies, the direction is that municipalities may wish to consider complementary measures such as:

- **Targeted property tax deferral programs** for local businesses impacted by tariffs or supply chain disruptions.
- **Local economic development incentives** to promote Canadian-made goods and services.
- **Public awareness campaigns** encouraging residents to "Buy Canadian" and support homegrown industries.

Legal Considerations

A key consideration in adopting a Buy Canadian Procurement Strategy is ensuring compliance with both national and international trade agreements. Canada is bound by several trade agreements that regulate procurement practices, including:

- **Canada-United States-Mexico Agreement (CUSMA):** Formerly NAFTA, this agreement prevents discrimination against suppliers from the U.S. and Mexico, requiring fair and open competition.
- **Comprehensive Economic and Trade Agreement (CETA):** Between Canada and the European Union, CETA imposes obligations on public procurement to ensure non-discriminatory access for European suppliers into Canada and Canadian suppliers into Europe.
- **World Trade Organization - Government Procurement Agreement (WTO-GPA):** Requires Canada to treat suppliers from signatory countries fairly in government procurement processes, and other signatory countries are obligated to treat Canada fairly.
- **Canadian Free Trade Agreement (CFTA):** Governs trade between provinces and territories.
- **Ontario-Quebec Trade and Cooperation Agreement (OQTCA):** Encourages fair and open competition between suppliers in Ontario and Quebec.

Monetary Thresholds and Compliance

It is important to be aware of monetary thresholds set out in trade agreements, as showing preference for Canadian bidders or implementing any other unnecessary trade barriers for contracts above these amounts could constitute a breach of same.

Most notably for our purposes, under CETA, the thresholds are:

- **Goods:** \$353,300
- **Services:** \$353,300
- **Construction:** \$8,800,000

Please note that the CETA thresholds will change in January 2026 and, if Council goes forward with a Buy Canadian Procurement Strategy, these thresholds will be reviewed again at that time to ensure ongoing compliance.

The legal risks of adopting a Buy Canadian Procurement Strategy include:

- **Violation of Trade Agreements:** Implementing a policy that explicitly favors Canadian goods and services over foreign alternatives could lead to challenges from foreign suppliers, potentially resulting in disputes or legal action.
- **Fairness and Transparency:** The policy must maintain fairness in the procurement process, ensuring that all suppliers have an equal opportunity to compete. One key consideration is how to differentiate between products that are a "Product of Canada" versus those that are "Made in Canada," as different "Made in Canada" products will have varying levels of Canadian content. Deciding how to allocate points for these distinctions could introduce fairness risks if not carefully structured. Any policy changes that could be perceived as discriminatory, such as unfairly favoring one category over another, may be contested, potentially leading to reputational damage or legal challenges.
- **Impact on Competitive Bidding:** Policies that provide a preference for Canadian suppliers may reduce the competitiveness of the bidding process, resulting in higher costs or fewer options for the County.

Recommendations

The following recommendations are proposed to Council to align the County's procurement policy with a Canada First Procurement Strategy while ensuring compliance with legal requirements and best procurement practices:

Amendments to the County's Procurement Policy

In light of this policy review and recent Council direction, Administration has drafted a By-law to amend the County's Procurement Policy in two key areas:

Buy Canada Procurement Strategy

A new section (20.4) will be added to the Procurement Policy, which implements a strategy consistent with the Province's Procurement

Restriction Policy. It will apply to procurements below trade agreement thresholds (\$353,300 for goods/services and \$8,800,000 for construction) and will exclude U.S. businesses as defined above, except where an exception applies. This addition is designed to support Canadian suppliers while maintaining compliance with legal obligations under federal, provincial, and international agreements.

Tariff-Related Escalation Clause

Section 6.7 introduces a standardized approach to managing cost increases due to newly imposed tariffs. This clause requires suppliers to:

- Provide advance notice and detailed justification for any tariff-related cost increases;
- Demonstrate mitigation efforts and propose cost-effective alternatives; and
- Submit supporting documentation and a cost-benefit analysis for County review.

This clause ensures transparency, protects against unjustified claims, and enables Administration to manage the fiscal impacts of tariffs more proactively. It also signals to suppliers that tariff-related cost escalations will not be automatically approved, thereby avoiding potential conflicts or contract abandonment.

Council may also wish to consider additional Canada First strategies outside of procurement that could further support Canadian businesses. Potential options include promoting “Buy Local” and “Buy Canadian” campaigns, exploring targeted property tax deferral programs to offer short-term relief to Canadian businesses facing economic uncertainty, and collaborating with local economic development agencies to strengthen support for Canadian suppliers and manufacturers. These options are not currently presented as a recommendation in this report, however, if Council wishes to pursue any of these initiatives, an amendment to the recommendation can be made to explore these options.

Financial Implications

Impact of Tariffs and Trade Policy Changes

The introduction of additional tariffs or counter-tariffs on goods is expected to impact product pricing in the future. Given the rapid nature of these trade policy changes, businesses require time to assess their current operations and adjust accordingly. While the full extent of price increases due to these

tariffs has yet to be determined, County Administration will continue to monitor the evolving situation and make recommendations for adjustments to the 2026 Budget if necessary.

Cost Considerations of a Canada First Strategy

Adopting a Canada First procurement strategy may result in increased costs in certain cases, particularly when Canadian or non-U.S. suppliers are unable to offer competitive pricing compared to U.S. companies. However, these added costs may be offset by the broader economic benefits of supporting domestic suppliers—including job creation, local economic investment, and enhanced regional economic resilience.

Current Exposure to U.S Based Suppliers/Services

To date, a review by the County's Procurement Team indicates that few existing contracts directly involve U.S.-based suppliers. Some exceptions include specific products such as ambulance equipment, IT hardware, and software, for which no viable non-U.S. alternatives are currently available. These contracts will continue to be monitored closely to assess risk and availability.

Budgetary Implications and Escalation Clause

Budget adjustments may be necessary to address potential cost increases resulting from the adoption of this By-law. However, based on our jurisdictional scan of County business, the risk of significant financial impact appears to be low.

The inclusion of an escalation clause in the Procurement Policy could result in additional costs under certain conditions. If triggered—specifically when procurement costs exceed the approved budget by 10% or more—the matter will be brought back to Council for further direction.

Consultations

- David Sundin, Director, Legislative and Legal Services/County Solicitor
- Claire Bebbington, Deputy County Solicitor
- Sandy Pillon, Manager, Procurement & Compliance

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 and approve report number 2025-0507-FIN-R12-MR, Canadian First Strategy; and,

That Administration be directed to make the required amendments to the County’s Procurement Policy, reflecting the approved wording as outlined in the report regarding the implementation of a Canada First Procurement Strategy and a tariff escalation clause; and

That, at the appropriate time, the required amending By-law 2025-22, being a by-law to amend by-law 2024-08, which adopted the County’s Procurement Policy, be forthwith given three readings, and be adopted.

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Administrative Report
May 7, 2025
Canada First Strategy

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	Draft By-Law 2025-22



The Corporation of the County of Essex

By-Law Number 2025-22

A By-law to Amend By-law 2024-08, being a by-law to adopt a Procurement Policy for the Corporation of the County of Essex (To Include Provisions for a Buy Canadian Strategy).

Whereas the President of the United States of America has issued executive orders to impose tariffs and has threatened to impose further tariffs on imports from Canada; and,

Whereas these tariffs will have a significant detrimental impact on the economic stability in Canada in general, and on goods and services produced in the County of Essex specifically; and,

Whereas federal and provincial leaders are encouraging Canadians to buy Canadian made goods and services, and municipalities have significant purchasing power through capital and infrastructure programs; and,

Whereas the Province of Ontario has created a Procurement Restriction Policy for itself and broader public sector ("**BPS**") organizations that are subject to the BPS Procurement Directive, but not municipalities; and,

Whereas the Council of the Corporation of the County of Essex has requested that Administration examine the viability of a buy Canadian procurement strategy for the Corporation of the County of Essex that defines "Canadian Content" for the purpose of procurement of goods and services; and,

Whereas Section 270(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 requires that the Corporation of the County of Essex adopt and maintain policies on its procurement of goods and services; and,

Whereas the Council of the Corporation of the County of Essex considers the amendment of By-law Number 2024-08, being a By-law to adopt a Procurement Policy for the Corporation of the County of Essex, to include a

By-Law Number 2025-22

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buy Canadian procurement strategy to be in the interests of the County of Essex.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) The Procurement Policy of the Corporation of the County of Essex appended to By-law 2024-08 be and is hereby amended by inserting the following:

*20.4 **Buy Canada Procurement Strategy.** When procuring Goods and/or Services with a Dollar Value under \$353,300.00 or for construction projects under \$8,800,000.00, the County will exclude "U.S. businesses" from procurements in a manner consistent with the Province of Ontario's Procurement Restriction Policy ("**PRC**"), as amended. For clarity, the County is committed to ensuring compliance with all applicable laws. Therefore, despite this section 20.4 and the PRC, the County will not conduct a procurement in any manner contrary to applicable provincial, federal, or international laws or trade agreements.*

- 2) The Procurement Policy of the Corporation of the County of Essex appended to By-law 2024-08 be and is further amended by inserting the following:

*6.7. **New Tariffs.** When procuring Goods and/or Services that may be subject to new tariffs, taxes, duties or customs ("**New Tariffs**") after the bid closing, the County will include in the Contract an escalation clause providing that, if the Supplier intends to request additional funds for the procurement of Goods and/or Services due to New Tariffs:*

- a. The Supplier must notify the County of any price impact related to New Tariffs that have been imposed after the effective date of the Contract including a detailed description of the New Tariffs (i.e. the rates, amounts and specific products affected) as well as supporting documentation demonstrating the direct impact of the New Tariffs on the Contract.*
- b. The Supplier must identify for the County all reasonable measures that have been taken or may be taken to*

By-Law Number 2025-22

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mitigate the impact of the New Tariffs on the Contract including but not limited to cost-effective alternatives, procuring the Goods and/or Services before the enactment of the New Tariffs, delaying the procurement of the Goods and/or Services or other reasonable measures.

- c. The Supplier must submit a proposal to the County, with supporting documentation, containing one or more recommendations for procuring the Goods and/or Services affected by the New Tariffs, including a cost-benefit analysis, and specifying the direct costs reasonably incurred solely due to the New Tariffs and the proposed adjustment to the Contract price associated with the Proposal. The Supplier will provide the County with any additional information or documentation reasonably requested by the County to consider the proposal.*
- d. Upon receiving the Supplier's proposal, the County will provide written direction to the Supplier which could include procuring the Goods and/or Services subject to the Tariff, either early or as planned, procuring the Goods and/or Services from an alternative source, and/or delaying the procurement. The Supplier shall issue any change orders or documentation requested by the County to complete or delay the procurement.*

Any adjustment to the Contract price related to New Tariffs must be strictly limited to the actual, demonstrable, substantiated and auditable direct costs reasonably incurred by the Supplier due to the New Tariffs.

- 3) That the Procurement Policy appended to By-law Number 2024-08 be and is amended to include the language referenced in paragraphs 1 and 2 of this By-law 2025-22 above.
- 4) That this By-law 2025-22 be appended to By-law 2024-08.
- 5) That this By-law 2025-22, be given three readings, and shall come into force and take effect after the final passing.
- 6) That this By-law 2025-22, shall take precedence over any by-law deemed to be inconsistent herewith.

By-Law Number 2025-22

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Read a first, second and third time and Finally Passed this Seventh day of May, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

By-Law Number 2025-22

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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 2025-22** passed by the Council of the said Corporation on this **Seventh day of May, 2025.**

Katherine Hebert, Clerk
Corporation of the County of Essex



Administrative Report

To: Warden MacDonald and Members of Essex County Council

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

Date: Wednesday, May 7, 2025

Subject: Sun Parlor Home Strategic Initiatives Update

Report #: 2025-0507-CAO-R04-SZ

Purpose

The purpose of this report is to provide Essex County Council (also acting as the Committee of Management) with updates on a number of strategic initiatives both underway and proposed at the Sun Parlor Home.

Background

The Sun Parlor Home is currently under the interim leadership of Administrators Mary Benson Albers and Claudia denBoer while the recruitment for a permanent Director of Health and Community Services / Administrator is completed.

As required under the *Fixing Long-Term Care Act, 2021*, County Council serves as the Committee of Management for the home and is responsible for ensuring the home complies with legislation, regulations and policies and prioritizes resident care and quality of life.

Administration is responsible for executing the strategic vision established by Council and for providing information to the Committee of Management to support the fulfilment of their oversight responsibilities.

The leadership of SPH wishes to be seen as an innovative partner of government in the Long-Term Care sector and believes the foundational work proposed in this report will help to inform and demonstrate that commitment.

Discussion

Detailed below are a number of strategic initiatives for County Council/the Committee of Management to be aware of:

Facility Feasibility Study

As part of the Asset Management Plan update in 2024, a condition assessment was completed for the Sun Parlor Home. During the 2025 budget deliberations County Council approved up to \$50,000 for a comprehensive feasibility study for Sun Parlor Home to further examine the state of the facility for the purpose of identifying viable redevelopment options to upgrade the Home to current ministry standards. The competitive procurement process did not result in any bids. With the assistance of the Procurement Department, and in compliance with our Procurement Policy, a qualified consultant (Bessant Pelech Associates Inc.) was identified and contacted directly to establish a revised scope of work. The proposed project cost exceeds the budget (\$107,000 plus tax and incidentals) and Administration requires County Council approval to proceed with the award (see Financial Implication Section).

A new or redeveloped Sun Parlor Home will be a multimillion-dollar project that will require support and approval from not only County Council but also the Ministry of Long-Term Care. An independent feasibility study will provide the detailed analysis of construction options to support informed decision making and is considered a critical step in the capital project process.

Service Delivery Review (SDR)

In 2018, the Sun Parlor Home underwent an Operational Review that focused on:

- Providing an opinion on the operational, financial and regulatory health of SPH;
- Providing comprehensive recommendations for improvements and changes, implementation plans and financial implications; and
- Providing other findings and observations.

While informative, the Operational Review did not analyze or assess the appropriateness and clarity of roles and responsibilities for all positions within the Home. Discussions with the Interim Administrators, SPH leadership and front-line team members supports the need to conduct a Service Delivery Review to undertake this detailed role analysis.

Administration recommends leveraging the synergies and efficiencies of the consultant proposed to commence the Feasibility Study (Bessant Pelech Associates Inc.) to also perform the Service Delivery Review. This approach allows for a holistic review that includes governance, staffing, and strategic planning considerations, ensuring the recommendations from both studies align and complement each other. No budget currently exists for this work.

The project is estimated to cost approximately \$60,000. The Financial Implication section of this report identifies the impact and Administration's recommendations for funding.

Commencing the SDR as soon as possible is recommended to maintain strategic momentum at SPH and support a planned transition of leadership of this project to the new Director/Administrator upon their hiring. The new Director/Administrator would have the opportunity to be part of the process, see it to its conclusion and champion its recommendations.

The scope of work for the Service Delivery Review (SDR) would focus on:

- **Roles and Responsibilities:** A detailed review of all job classes to assess alignment with current needs, best practices in long-term care delivery and consideration of the standards of care requirements in legislation associated with required positions.
- **Governance Structure:** An analysis of the operational oversight within Sun Parlor Home and its relationship to the legislated Committee of Management.
- **Succession Planning:** An evaluation of current leadership development and succession strategies to ensure business continuity and future readiness.

Financial Implications

County Council previously approved a budget of \$50,000 on June 19, 2024 (or November 28, 2024) for the completion of a Comprehensive Analysis and Feasibility Study for Sun Parlor Home.

The proposed Feasibility Study requires additional funding of \$80,000 and the Service Delivery Review is estimated to require funding of \$60,000. It is recommended that the additional funds (up to \$140,000) be drawn from the Rate Stabilization Reserve should departmental net surpluses at year end be insufficient to cover these unbudgeted expenses.

The consultant will not proceed with the studies until Council approval is received.

Consultations

The revised scope and budget for the feasibility study, including the addition of a Service Delivery Review, were developed in consultation with the Director of Finance and the Interim Administrators. All are supportive of the revised approach and believe it aligns with operational priorities and sector best practices.

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 SPH Strategic Initiatives Update

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 2025-0507-CAO-R04-SZ, SPH Strategic Initiatives Update as information; and

That County Council authorize Administration to proceed with an expanded scope of work for the Sun Parlor Home Comprehensive Analysis and Feasibility Study to include a Service Delivery Review to be performed by Bessant Pelech Associates Inc.; and

That the additional funding of up to \$140,000 be approved, with funding from the Rate Stabilization Reserve, if necessary.

Approvals

Respectfully Submitted,

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

Date: Wednesday, May 7, 2025

Subject: Sun Parlor Home – Declaration of Compliance for 2024

Report #: 2025-0507-CAO-R05-SZ

Purpose

To provide County Council information relating to the execution of the Declaration of Compliance under the Services Accountability Agreement (SAA) for the period January 1, 2024 to December 31, 2024.

Background

The Long-Term Care Service Accountability Agreement (SAA) between Ontario Health West and the Corporation of the County of Essex, requires an annual Declaration of Compliance indicating that, to the best of their knowledge and belief, Sun Parlor Home has fulfilled its obligation under the Service Accountability Agreement.

Discussion

Attached as Appendix A, is the SAA Schedule E – Declaration of Compliance for the 2024 fiscal year. The Warden, in consultation with the CAO and Sun Parlor Home Interim Administrators and Senior Leadership Team, executed this declaration and Administration submitted it to the Board of Directors of Ontario Health.

Financial Implications

There are no financial implications with this declaration of compliance.

Consultations

Sun Parlor Home Senior Leadership Team

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer
Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1350; Email: szwiers@countyofessex.ca

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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 2025-0507-CAO-R05-SZ Sun Parlor Home – Declaration of Compliance for 2024 as information.

Approvals

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

Appendix	Title
A	Schedule E - Form of Compliance Declaration

Schedule E – Form of Compliance Declaration

DECLARATION OF COMPLIANCE

Issued pursuant to the Long-Term Care Home Service Accountability Agreement

To: The Board of Directors of Ontario Health Attn: Board Chair.

From: The Municipal Council of the Corporation of the County of Essex (the “HSP”)

For: The Sun Parlor Long-Term Care Home (the “Home”)

Date: March 24, 2025

Re: January 1, 2024– December 31, 2024 (the “Applicable Period”)

Long-Term Care Home Service Accountability Agreement between Ontario Health and the HSP effective April 1, 2023, as amended March 31, 2024 (the “Agreement”)

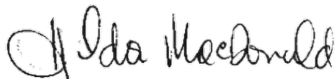
I am authorized, to declare to you as follows:

After making inquiries of the Interim Administrators responsible for managing the Home on a day to day basis, namely Claudia denBoer and Mary Benson-Albers, and other appropriate officers of the HSP and subject to any exceptions identified on Appendix 1 to this Declaration of Compliance, to the best of the Council’s knowledge and belief, the HSP has fulfilled, its obligations under the Agreement during the Applicable Period.

Without limiting the generality of the foregoing, the HSP confirms that:

- (i) it has complied with the provisions of the *Connecting Care Act, 2019* and with any compensation restraint legislation which applies to the HSP; and
- (ii) every Report submitted by the HSP is accurate in all respects and in full compliance with the terms of the Agreement.

Unless otherwise defined in this Declaration of Compliance, capitalized terms have the same meaning as set out in the Agreement.



Per: Hilda MacDonald
Title: Warden

Schedule E – Form of Compliance Declaration Cont'd.

Appendix 1 - Exceptions

[Please identify each obligation under the LSAA that the HSP did not meet during the Applicable Period, together with an explanation as to why the obligation was not met and an estimated date by which the HSP expects to be in compliance.]
N/A.



The Corporation of the County of Essex

By-Law Number 2025-20

A By-law to approve and adopt an Indemnification Policy, which provides for the indemnification for current and former members of Council and its Local Boards and the current and former employees of the County with respect to certain actions or proceedings arising from their duties while acting on behalf of the County of Essex.

Whereas Section 279 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes the Council of the Corporation of the County of Essex to pass a by-law for, among other things, the indemnification and protection of members of Council and its Local Boards and the employees of the County, as well as for former members of Council and its Local Boards and the former employees of the County against risks, liability or losses, including the payment of any damages or costs awarded against them as a result of any action or other proceeding arising out of acts or omissions done or made by them in their capacity as employees or as members of Council or its Local Boards, and including the costs of defending them in such an action or other proceeding; and,

Whereas Section 14 of the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50 (the "**MCIA**") authorizes the Council of the Corporation of the County of Essex to pass a by-law for, among other things, the indemnification and protection of members of Council and its Local Board, as well as for former members of Council and its Local Boards, who have not been found to have contravened Sections 5, 5.1, 5.2, or 5.3 of the MCIA, against any costs or expenses incurred by the member as a result of a proceeding brought under the MCIA, and for paying on behalf of or reimbursing the member for any such costs or expenses; and,

Whereas the members of Council and its Local Boards and the employees of the County may be exposed to personal liability under various regulations and legislation, which has prompted the Council of the Corporation of the County of Essex to consider implementing an Indemnification Policy to supplement existing insurance coverage; and,

By-Law Number 2025-20

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Whereas the Council of the Corporation of the County of Essex deems it appropriate to address the formal indemnification of members of Council and its Local Board, as well as employees of the County in a comprehensive manner; and,

Whereas the Council of the Corporation of the County of Essex deems it desirable to put in place appropriate protections against personal liability to ensure that members of Council and its Local Boards and the employees of the County continue to be attracted to serve and/or be employed by the County; and,

Whereas Policy 2025-009 attached to this By-law 2025-20 as **Appendix A**, outlines in detail the Indemnification of Members of County Council and its Local Boards as well as the employees of the County.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) **That** the Indemnification Policy bearing Policy Number 2025-009, a copy of which is appended to this By-law 2025-20, be and is hereby approved and adopted.
- 2) **That** this By-law 2025-20 be given three readings, and shall come into force and take effect after the final passing.
- 3) **That** By-law 2025-20 shall take precedence over any by-law deemed to be inconsistent with it.
- 4) **That** the short title for this By-law 2025-20 be the "Indemnification Policy By-law".

Read a first, second and third time and Finally Passed this Seventh day of May, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

By-Law Number 2025-20

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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 2025-20** passed by the Council of the said Corporation on this **Seventh day of May, 2025.**

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



County of Essex Policy and Procedures Manual

Indemnification Policy

Policy Number:	2025-009
Policy Type:	Corporate Policy
Approval Authority:	Essex County Council
Office of Responsibility:	Legislative and Legal Services
Issuance Date:	2025-05-07 (Proposed for Adoption)
Revised on Date:	N/A
Scheduled Review Date:	2029-05-07
Replaces Policy:	N/A

1.0 Introduction

- 1.1 The Corporation of the County of Essex (the "**County**") wishes to establish a formal policy to address the indemnification of Members of Council, Members of Administration, Members of Boards of the County, and all other employees and volunteers of the County (each an "**Indemnified Party**" or collectively the "**Indemnified Parties**").
- 1.2 It is the intention of Council in adopting this Indemnification Policy (the "**Policy**") that this Policy serve to supplement, and not substitute or replace, the protection afforded by the policies of insurance the County has in place.

2.0 Scope

- 2.1 This Policy pertains to all present and former Indemnified Parties (to the extent that they are acting in their role with the County and are acting honestly and in good faith), and is intended to put in place and maintain appropriate protections against personal liability from risks that may involve claims against the Indemnified Parties, but subject to the limitations and specific exclusions provided for in this Policy.

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- 2.2 This Policy does not specifically pertain to a Member of Council or Administration that is acting on behalf of the Essex County Library Board or the Essex-Windsor Solid Waste Authority, which are entities that, although related to the County, are separate and distinct from the County.
- 2.3 Notwithstanding Section 2.2 above, Council may, on a case by case basis, determine whether this Policy should apply to a Member of Council or Administration that is acting on behalf of the Essex County Library Board or the Essex-Windsor Solid Waste Authority.

3.0 Definitions

- 3.1 In addition to any other term defined in the body of this Policy, the following is a list of defined terms:
- 3.1.1 **"Administration"** means an employee of the County who is a member of management.
- 3.1.2 **"CAO"** means the Chief Administrative Officer of the County.
- 3.1.3 **"Council"** means the Council of the County.
- 3.1.4 **"County"** means the Corporation of the County of Essex, and may be used interchangeably with the County as a legal municipal corporation and as the geographic region of the County of Essex.
- 3.1.5 **"County Clerk"** means the member of Administration appointed by Council as the Clerk, or, in the absence of the Clerk, one of the Deputy Clerks appointed by Council from time to time.
- 3.1.6 **"County Solicitor"** means the member of Administration appointed by Council as the County Solicitor, or, in the absence of the County Solicitor, the Deputy County Solicitor, or, as may be the case from time to time, the retained external legal counsel tasked with performing the tasks of the County Solicitor.
- 3.1.7 **"County Treasurer"** means the member of Administration appointed by Council as the Treasurer, or, in the absence of

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the Treasurer, one of the Deputy Treasurers appointed by Council from time to time.

- 3.1.8 **"ECAAC"** means the Essex County Accessibility Advisory Committee.
- 3.1.9 **"Employee"** means any individual who is a paid employee of the County, and includes Members of Administration as well as all other employees, including both full-time and part-time, as well as unionized and non-unionized employees, but does not include independent contractors.
- 3.1.10 **"Former Employee"** means any former member of Administration or former Employee as defined in Section 3.1.1 above.
- 3.1.11 **"Former Member"** means any former Member of Council, any former Member of the ECAAC, or any former Member of any other Board of the County that may be in place from time to time.
- 3.1.12 **"Former Volunteer"** means any former Volunteer as defined in Section 3.1.19 below.
- 3.1.13 **"Indemnified Party"** or **"Indemnified Parties"** means any either any individual member of Administration, Employee, Member, Volunteer, Former Employee, Former Member, or Former Volunteer, or any combination of them, as the context may imply.
- 3.1.14 **"Integrity Commissioner"** means any person or corporation appointed by the County to perform the functions outlined in Section 223.3 of the *Municipal Act*, as well as such further functions as may be required from time to time, and includes any person acting under the instructions of the Integrity Commissioner.
- 3.1.15 **"Legal Proceeding"** means a formal process commenced in any court, administrative tribunal, or other administrative, investigative, or quasi-judicial body.
- 3.1.16 **"Member"** means any Member of Council, any Member of the ECAAC, any Member of Administration, and any Member of any other Board of the County that may be in place from time to time.

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- 3.1.17 **"Municipal Act"** means the *Municipal Act, 2001*, S.O. 2001, c.25, as amended from time to time.
- 3.1.18 **"Municipal Conflict of Interest Act"** means the *Municipal Conflict of Interest Act*, R.S.O. 1990, c. M.50, as amended from time to time.
- 3.1.19 **"Volunteer"** means any person volunteering on behalf of the County, and may include a person who is also a Member or Employee, and which person has been invited by the County to be a "volunteer" for the County, with that person freely providing services to the County, without remuneration while performing the role of "volunteer".

4.0 Purpose

The purpose of this Policy is to establish the framework for protecting Indemnified Parties against financial loss or damaged if they are named personally in a Legal Proceeding, which is afforded coverage under this Policy.

Notwithstanding the above, for clarity, the purpose of this Policy is not to protect an otherwise Indemnified Party or pay legal expenses for anyone who acts outside of their authority and is then named in a Legal Proceeding, and is not to protect an otherwise Indemnified Party for any of the exclusions outlined in Section 5.1 of this Policy below.

5.0 Indemnification Policy

5.1 Exclusions

- 5.1.1 This Policy does not apply to:
 - 5.1.1.1 a Legal Proceeding related to a grievance filed under the provisions of a collective agreement or to disciplinary action(s) taken by the County as an employer;
 - 5.1.1.2 a Legal Proceeding that involves charges laid under the *Highway Traffic Act*, R.S.O. 1990, c. H.8, as amended from time to time, and/or the *Criminal Code*, R.S.C. 1985, c/ C-46, as amended from time to time, unless such Legal Proceeding arose as a

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result of an Indemnified Party's good faith performance of their assigned duties;

5.1.1.3 a Legal Proceeding resulting from any dishonest, grossly negligent, malicious, willful and/or reckless violation of any law, duty, contract, or obligation, or any fraudulent or criminal act committed by an otherwise Indemnified Party;

5.1.1.4 a Legal Proceeding resulting from an otherwise Indemnified Party gaining a personal profit or advantage to which they were not legally entitled;

5.1.1.5 a Legal Proceeding involving harassment and/or sexual misconduct, where the otherwise Indemnified Party pleads guilty or is found guilty;

5.1.1.6 a Legal Proceeding commenced by the County against an otherwise Indemnified Party;

5.1.1.7 a Legal Proceeding related to Code of Conduct, where the Member is found to be in breach of any provisions of the Code of Conduct by the Integrity Commissioner;

5.1.1.8 a Legal Proceeding where Indemnified Parties are adverse to one another and both would be entitled to legal costs under this Policy, it being the position of the County that it shall not finance both sides in a Legal Proceeding, and that none of the Indemnified Parties should receive indemnification in such circumstances; and

5.1.1.9 any expenses incurred by an otherwise Indemnified Party seeking legal advice to determine whether they have a pecuniary interest and whether or not they should declare a conflict of interest.

5.1.2 Should it be decided that a Member or Former Member, or an Employee or Former Employee, or a Volunteer or Former Volunteer, as the case may be, is not entitled to indemnification, the affected party shall be solely responsible for all costs, damages, penalties, and legal fees related to that Legal Proceeding.

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5.2 CAO as Indemnified Party

- 5.2.1 If the CAO is named in a Legal Proceeding, Council delegates the CAO's authority under this Policy to the Clerk and Treasurer acting together. However, nothing in this Policy prevents Council from deciding to itself make any decisions that the CAO would make under this Policy, should Council choose to do so.

5.3 Manner and Extent of Indemnification

- 5.3.1 The County shall indemnify an Indemnified Party, as well as their heirs and legal representatives, in the manner and to the extent provided for in this Policy, in respect of any Legal Proceeding related to alleged acts or omissions arising out of the Indemnified Party's authority, or within the Employee's employment, Former Employee's employment, Member's duties of office, or Former Member's duties of office, related to the County, if in the opinion of the CAO:
- 5.3.1.1 they acted honestly and in good faith with a view to the best interests of the County; and
 - 5.3.1.2 in the case of a criminal or administrative action or proceeding, the Indemnified Party has reasonable grounds for believing their conduct to have been lawful.
- 5.3.2 Where the CAO determines that an Indemnified Party is entitled to indemnification under this Policy, the County shall:
- 5.3.2.1 pay directly or reimburse the Member for, as the case may be, any deductible related to a policy of insurance
 - 5.3.2.2 pay the costs of defending the Indemnified Party in the Legal Proceeding;
 - 5.3.2.3 pay any award of damages or costs, including any monetary penalty or award against the Indemnified Party;
 - 5.3.2.4 pay directly or reimburse the Indemnified Party, as the case may be, for any expense reasonably

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incurred by the Indemnified Party related to the Legal Proceeding in question; and

5.3.2.5 pay any sum required in connection with the settlement of a Legal Proceeding, provided that the County Solicitor has approved the amount and terms of the settlement, or, in the case of settlements in excess of the County's insurance deductible, Council has approved the amount of the settlement.

5.3.3 Notwithstanding any other provision of this Policy, Council may, by resolution, decide not to indemnify an otherwise Indemnified Party, if:

5.3.3.1 the Indemnified Party breaches any provisions of this Policy or any agreement for indemnification or reimbursement entered into by the Indemnified Person;

5.3.3.2 the Indemnified Party or their lawyer took a step which was prejudicial to the County in the conduct of the Legal Proceeding; and/or

5.3.3.3 the Indemnified Party initiated a counterclaim, cross claim, third party claim, appeal, or any other legal proceeding related to the Legal Proceeding, without first obtaining approval from the CAO.

5.4 Agreement

5.4.1 An Indemnified Party is required to enter into an agreement with the County prior to the County indemnifying the Indemnified Party, and which agreement shall confirm the terms of this Policy and shall confirm that the County will not be required to indemnify the Indemnified Party if they do not co-operate with the County in the Legal Proceeding, if they do not make full disclosure of all relevant matters in the Legal Proceeding, or the Indemnified Party otherwise breaches this Policy or the related agreement.

5.4.2 Where the County has paid for legal costs to defend an Indemnified Party in a Legal Proceeding, and the decision of the CAO to indemnify the Indemnified Party is later

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rescinded by the CAO or by Council, the Indemnified Party shall be responsible for all subsequent legal costs and/or any damages and/or costs awarded against the Indemnified Party. Further, the Indemnified Party shall also be liable to repay the County, upon written demand, all costs incurred by the County in defence of the Legal Proceeding to the date of the indemnity being rescinded.

5.5 Lawyer of the County's Insurer

- 5.5.1 At the discretion of the County Solicitor and the County's insurer, a lawyer retained by the County's insurer to defend the County in a Legal Proceeding, may also defend any Indemnified Party in the same Legal Proceeding, and, absent any clear and real conflict, the County and the Indemnified Party will waive any perceived conflict.

5.6 County's Right to Approve Lawyer

- 5.6.1 The County Solicitor shall select, approve, and retain the lawyer required to represent an Indemnified Party in a Legal Proceeding, and shall then:
- 5.6.1.1 advise the Indemnified Party of the lawyer retained to represent them;
 - 5.6.1.2 advise the Indemnified Party of the requirement to enter into the formal agreement required by Section 5.4.1 of this Policy; and
 - 5.6.1.3 advise Council, on an ongoing basis and as needed, of the progress and final disposition of the Legal Proceeding.
- 5.6.2 Should an Indemnified Party wish to retain their own lawyer, notwithstanding Section 5.6.1 above, the County may choose, at the discretion of the CAO, not to reimburse, or only partially reimburse, for legal costs incurred by the Indemnified Party, but shall otherwise indemnify the Indemnified Party.

5.7 Duty to Co-operate

- 5.7.1 An Indemnified Party is obligated to fully co-operate with the County in response to the Legal Proceeding.

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5.7.2 An Indemnified Party shall co-operate fully with the lawyer retained by the County to defend any Legal Proceeding and shall make available to such lawyer all information and documentation relevant to the Legal Proceeding that are within the Indemnified Party's knowledge, possession, or control, and shall attend at all times necessary to respond to the Legal Proceeding.

5.7.3 The failure of an Indemnified Party to comply with this Section 5.7 shall, at the discretion of the CAO, be sufficient for the CAO to rescind the decision to indemnify the Indemnified Party.

5.8 Failure to Comply

5.8.1 Should an Indemnified Party fail to comply with the provisions of this Policy and/or the related agreement with the County, the County shall not be liable to assume or pay any insurance deductible, costs, damages, expenses, or any other amounts related to a Legal Proceeding, in accordance with the terms of this Policy, the related agreement, or otherwise.

5.9 Appeal

5.9.1 Should an Indemnified Party be successful in a Legal Proceeding, and should the outcome of that Legal Proceeding be appealed, indemnification under the provisions of this Policy shall be extended to the Indemnified Party by the County for the purposes of that appeal.

5.9.2 Should an Indemnified Party be unsuccessful in a Legal Proceeding and wish to appeal the outcome of the Legal Proceeding, the Indemnified Party must first obtain the approval of the CAO to determine whether indemnification shall be extended by the County for the purposes of an appeal.

5.9.3 Should an Indemnified Party pursue an appeal of a Legal Proceeding without indemnification and is unsuccessful, the Indemnified Party shall bear all the costs and risks with respect to that appeal.

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- 5.9.4 Should an Indemnified Party pursue an appeal of a Legal Proceeding without indemnification and is successful, the Indemnified Party shall have their reasonable legal fees in advancing the appeal reimbursed.

5.10 Settlement

- 5.10.1 For any amounts that are required to settle a Legal Proceeding under this Policy, that are not covered by a policy of insurance, Council shall provide any required approval and/or direction to Administration.

5.11 Insurance

- 5.11.1 The County maintains various policies of insurance for the County and its Administration, Employees, Members, and Volunteers. The provisions of this Policy are intended to supplement the protection provided by such policies of insurance that are in place from time to time. Should there be a conflict between the terms of this Policy and the terms of an applicable policy of insurance, the terms of the policy of insurance shall prevail.

5.12 Reimbursement by Indemnified Party

- 5.12.1 Should an Indemnified Party recover any costs, damages, or any other amounts from a Legal Proceeding, the Indemnified Party shall reimburse the County for same, as an offset against the amounts paid by the County for the benefit of the Indemnified Party.

6.0 Responsibility

- 6.1 Council is responsible for carrying out the duties assigned to Council by this Policy.
- 6.2 The CAO is responsible for carrying out the duties assigned to the CAO by this Policy and for ensuring that this Policy is reviewed at least once every 4 years.
- 6.3 The County Clerk and County Treasurer are responsible for carrying out the duties assigned to them should the CAO be the "Indemnified Party".

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- 6.4 The County Solicitor is responsible for carrying out the duties assigned to the County Solicitor by this Policy, and specifically for ensuring that Council is updated regularly on Legal Proceedings for which there are Indemnified Parties being indemnified pursuant to this Policy.
- 6.5 The Treasurer is responsible for making recommendations to Council to ensure that there is either sufficient insurance in place for the benefit of the Indemnified Parties or ensuring that there are sufficient reserves in place for the County to act as the "insurer" for the Indemnified Parties.
- 6.6 The Indemnified Parties are responsible for ensuring their own compliance with this Policy.

7.0 Related Legislation

The following legislative provisions are applicable to this Policy:

- The *Municipal Act*, and specifically Sections 279 and 283; and
- The *Municipal Conflict of Interest Act*, and specifically Section 14.

8.0 Summary of Amendments

Date	Amendments
May 7, 2025	Indemnification Policy Proposed to Council for adoption on May 7, 2025.

Appendices

- None.



The Corporation of the County of Essex

By-Law Number 2025-21

A By-law to endorse the proposed annexation by Tecumseh of the lands known as Monroe Island from the Municipality of Lakeshore.

Whereas the Municipality of Lakeshore and the Town of Tecumseh are lower-tier municipalities of the County of Essex; and,

Whereas the Municipality of Lakeshore and Town of Tecumseh have each passed By-laws in support of the Town of Tecumseh annexing the lands known as Monroe Island, located at municipal address 440 Brighton Road ("**Monroe Island**"), from the Municipality of Lakeshore (the "**Annexation**"); and,

Whereas the Ministry of Municipal Affairs and Housing requires the endorsement of the County of Essex prior to the Annexation being approved; and,

Whereas Council for the Corporation of the County of Essex deems it appropriate and expedient to support and endorse the Annexation.

Now Therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) **That** By-law 2025-045 of the Town of Tecumseh, Being a by-law to authorize the execution of a Boundary Adjustment Agreement between The Corporation of the Town of Tecumseh, Municipality of Lakeshore, and County of Essex for the municipal property known as 440 Brighton Road in Tecumseh, be appended hereto;
- 2) **That** By-law 25-2025 of the Municipality of Lakeshore, Being a By-law to Approve the Annexation of 440 Brighton Road ("Monroe Island") by the Town of Tecumseh and to Authorize a Boundary Adjustment Agreement between the Municipality of Lakeshore, the Corporation of

By-Law Number 2025-21

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the Town of Tecumseh and the Corporation of the County of Essex, be appended hereto;

- 3) **That** the County of Essex supports and endorses the Annexation, and further authorizes the Clerk and the Warden to execute such agreements and documents as may be required to effect the said annexation.
- 4) **That** the support for the Annexation be communicated to the Town of Tecumseh, the Municipality of Lakeshore, and the Ministry of Municipal Affairs and Housing.
- 5) **That** this By-law 2025-21 be given three readings, and shall come into force and take effect after the final passing.
- 6) **That** this By-law 2025-21 shall take precedence over any by-law deemed to be inconsistent with this By-law 2025-21.

Read a first, second and third time and Finally Passed this Seventh day of May, 2025.

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 2025-21** passed by the Council of the said Corporation on this **Seventh day of May, 2025.**

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

The Corporation of the Town of Tecumseh

By-Law Number 2025-045

Being a by-law to authorize the execution of a Boundary Adjustment Agreement between The Corporation of the Town of Tecumseh, Municipality of Lakeshore, and County of Essex for the municipal property known as 440 Brighton Road in Tecumseh

Whereas the Municipality of Lakeshore (Lakeshore) and The Corporation of the Town of Tecumseh (Tecumseh) are lower-tier municipal corporations by the Province of Ontario in the County of Essex;

And Whereas a residential dwelling requiring municipal servicing has been built on the land municipality known as 454 Brighton Road, Lakeshore and lands municipally known as 440 Brighton Road, Tecumseh (Monroe Island);

And Whereas Tecumseh is positioned to provide municipal services to Monroe Island in a more effective manner than Lakeshore a Service Agreement with Lakeshore to provide municipal services to Monroe Island from the Town of Tecumseh was executed on February 23, 2021, and approved by passage of By-law 2021-12, which Service Agreement remains in effect;

And Whereas such Service Agreement provides that Monroe Island will form the subject of a restructuring application under Part V of the *Municipal Act*, 2001 as between Lakeshore and Tecumseh which, if approved, will have the effect of restructuring Lakeshore and Tecumseh by annexing part of Lakeshore, being Monroe Island, to Tecumseh;

And Whereas Sections 171, 172 and 173 of the *Municipal Act*, 2001, S.O. 2001 c.25, together with Ontario Regulation 216/96: Restructuring Proposals provides for the municipal reorganization for municipal restructuring/annexation in a timely and efficient manner;

And Whereas it is deemed necessary to enter into a Boundary Adjustment Agreement with The Municipality of Lakeshore and the Corporation of the County of Essex to authorize the annexation of the land municipality known as Monroe Island;

And Whereas under Section 5 of the *Municipal Act*, 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and Clerk are hereby authorized and empowered on behalf of the Corporation of the Town of Tecumseh to execute a Boundary Adjustment Agreement with the Municipality of Lakeshore and the County of Essex, a copy of

which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the Agreement.

2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 8th day of April, 2025.

Gary McNamara, Mayor

Robert Auger, Clerk

Municipality of Lakeshore

By-law 25-2025

Being a By-law to Approve the Annexation of 440 Brighton Road (“Monroe Island”) by the Town of Tecumseh and to Authorize a Boundary Adjustment Agreement between the Municipality of Lakeshore, the Corporation of the Town of Tecumseh and the Corporation of the County of Essex.

Whereas section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas sections 171 through 173 of the *Municipal Act, 2001*, together with Ontario Regulation 216/96, establish a structured process for annexation;

And whereas it is deemed necessary to enter into a Boundary Adjustment Agreement with the Corporation of the Town of Tecumseh and the Corporation of the County of Essex to authorize the annexation of the lands municipally known as 440 Brighton Road (“Monroe Island”), as recommended by the Division Leader – Legal Services at the April 8, 2025 Council meeting;

Now therefore the Council of the Municipality of Lakeshore enacts as follows:

1. The Mayor and the Clerk are authorized to execute a Boundary Adjustment Agreement with the Town of Tecumseh and the County of Essex, with the form approved by Legal Services and the content approved by the Corporate Leader – General Counsel.
2. The authority granted in Section 1 includes the authority to execute any related amendments or agreements in furtherance of this agreement.
3. In the event of a conflict between this by-law and another Lakeshore by-law, this by-law prevails.
4. This By-law comes into force and effect upon passage.

Read and passed in open session on April 8, 2025.

**Mayor
Tracey Bailey**

**Clerk
Brianna Coughlin**



The Corporation of the County of Essex

By-Law Number 2025-22

A By-law to Amend By-law 2024-08, being a by-law to adopt a Procurement Policy for the Corporation of the County of Essex (To Include Provisions for a Buy Canadian Strategy).

Whereas the President of the United States of America has issued executive orders to impose tariffs and has threatened to impose further tariffs on imports from Canada; and,

Whereas these tariffs will have a significant detrimental impact on the economic stability in Canada in general, and on goods and services produced in the County of Essex specifically; and,

Whereas federal and provincial leaders are encouraging Canadians to buy Canadian made goods and services, and municipalities have significant purchasing power through capital and infrastructure programs; and,

Whereas the Province of Ontario has created a Procurement Restriction Policy for itself and broader public sector ("**BPS**") organizations that are subject to the BPS Procurement Directive, but not municipalities; and,

Whereas the Council of the Corporation of the County of Essex has requested that Administration examine the viability of a buy Canadian procurement strategy for the Corporation of the County of Essex that defines "Canadian Content" for the purpose of procurement of goods and services; and,

Whereas Section 270(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 requires that the Corporation of the County of Essex adopt and maintain policies on its procurement of goods and services; and,

Whereas the Council of the Corporation of the County of Essex considers the amendment of By-law Number 2024-08, being a By-law to adopt a Procurement Policy for the Corporation of the County of Essex, to include a

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buy Canadian procurement strategy to be in the interests of the County of Essex.

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) The Procurement Policy of the Corporation of the County of Essex appended to By-law 2024-08 be and is hereby amended by inserting the following:

*20.4 **Buy Canada Procurement Strategy.** When procuring Goods and/or Services with a Dollar Value under \$353,300.00 or for construction projects under \$8,800,000.00, the County will exclude "U.S. businesses" from procurements in a manner consistent with the Province of Ontario's Procurement Restriction Policy ("**PRC**"), as amended. For clarity, the County is committed to ensuring compliance with all applicable laws. Therefore, despite this section 20.4 and the PRC, the County will not conduct a procurement in any manner contrary to applicable provincial, federal, or international laws or trade agreements.*

- 2) The Procurement Policy of the Corporation of the County of Essex appended to By-law 2024-08 be and is further amended by inserting the following:

*6.7. **New Tariffs.** When procuring Goods and/or Services that may be subject to new tariffs, taxes, duties or customs ("**New Tariffs**") after the bid closing, the County will include in the Contract an escalation clause providing that, if the Supplier intends to request additional funds for the procurement of Goods and/or Services due to New Tariffs:*

- a. The Supplier must notify the County of any price impact related to New Tariffs that have been imposed after the effective date of the Contract including a detailed description of the New Tariffs (i.e. the rates, amounts and specific products affected) as well as supporting documentation demonstrating the direct impact of the New Tariffs on the Contract.*
- b. The Supplier must identify for the County all reasonable measures that have been taken or may be taken to*

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mitigate the impact of the New Tariffs on the Contract including but not limited to cost-effective alternatives, procuring the Goods and/or Services before the enactment of the New Tariffs, delaying the procurement of the Goods and/or Services or other reasonable measures.

- c. The Supplier must submit a proposal to the County, with supporting documentation, containing one or more recommendations for procuring the Goods and/or Services affected by the New Tariffs, including a cost-benefit analysis, and specifying the direct costs reasonably incurred solely due to the New Tariffs and the proposed adjustment to the Contract price associated with the Proposal. The Supplier will provide the County with any additional information or documentation reasonably requested by the County to consider the proposal.*
- d. Upon receiving the Supplier's proposal, the County will provide written direction to the Supplier which could include procuring the Goods and/or Services subject to the Tariff, either early or as planned, procuring the Goods and/or Services from an alternative source, and/or delaying the procurement. The Supplier shall issue any change orders or documentation requested by the County to complete or delay the procurement.*

Any adjustment to the Contract price related to New Tariffs must be strictly limited to the actual, demonstrable, substantiated and auditable direct costs reasonably incurred by the Supplier due to the New Tariffs.

- 3) That the Procurement Policy appended to By-law Number 2024-08 be and is amended to include the language referenced in paragraphs 1 and 2 of this By-law 2025-22 above.
- 4) That this By-law 2025-22 be appended to By-law 2024-08.
- 5) That this By-law 2025-22, be given three readings, and shall come into force and take effect after the final passing.
- 6) That this By-law 2025-22, shall take precedence over any by-law deemed to be inconsistent herewith.

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Read a first, second and third time and Finally Passed this Seventh day of May, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

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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 2025-22** passed by the Council of the said Corporation on this **Seventh day of May, 2025.**

Katherine Hebert, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2025-23

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 May 7, 2025.

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 and Closed Meetings held May 7, 2025, 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 and Closed Meetings held May 7, 2025, referred to in Section 1 of this By-law; and

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- 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 and Closed Meetings held May 7, 2025 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 Seventh day of May, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

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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 2025-23** passed by the Council of the said Corporation on this **Seventh day of May, 2025.**

Katherine Hebert, Clerk
Corporation of the County of Essex