

Revised Agenda - Essex County Council, Regular Meeting

Date: Wednesday, May 21, 2025
Time: Closed Meeting - 5:15PM - 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 May 21, 2025 at 5:15PM.

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

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

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

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

5. Recording of Attendance

6. County Warden's Welcome and Remarks

7. Disclosure of Pecuniary Interest

8. Adoption of Regular Meeting Minutes

Minutes of the Essex County Council, Regular Meeting, dated May 7, 2025

Recommendation:

Moved by _____

Seconded by _____

That the minutes of the May 7, 2025 Regular Meeting of Essex County Council be adopted as presented.

9. Delegations and Presentations

***9.1 Windsor Essex Ontario Health Team (WEOHT)**

25

Joyce Zuk, Executive Director, Windsor-Essex Ontario Health Team to provide a presentation regarding WEOHT Collaborative Decision-Making Agreement Updates

To be considered with item 12.1 Reports and Questions

Recommendation:

Moved by _____

Seconded by _____

That the item listed as agenda item 12.1 under Reports and Questions, being the Windsor Essex Ontario Health Team (WEOHT) – Amended Collaborative Decision-Making Agreement, Report number 2025-0521-CAO-R06-SZ, Windsor Essex Ontario Health Team (WEOHT) – Amended Collaborative Decision-Making Agreement, dated May 21, 2025 from Sandra Zwiers, Chief Administrative Officer; be considered following 9.1 Delegations and Presentations.

10. Communications

10.1 Correspondence

Recommendation:

Moved by _____

Seconded by _____

That the correspondence listed on the Regular Agenda for May 21, 2025, be received and any noted action approved.

10.1.1	Association of Municipalities of Ontario (AMO)	34
	• AMO Policy Update - Proposed Legislation on Planning Approvals & Development Charges (attached) • <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>	
10.1.2	Great Lakes and St. Lawrence Cities Initiative (GLSLCI)	36
	• <u>Making Waves Newsletter Online Version – Explore the latest at the Cities Initiative</u> • Email Notice - Making Waves Newsletter (Attached)	
10.1.3	Western Ontario Wardens' Caucus (WOWC)	42
	• <u>April 2025 Newsletter</u> • WOWC Conference News (Attached)	
10.1.4	Ministry of Municipal Affairs and Housing (MMAH)	44
	Correspondence from Hon. Robert J. Flack, Minister of Municipal Affairs and Housing, RE <u>Protect Ontario by Building Faster and Smarter Act 2025 (Bill 17)</u> • May 13, 2025 Letter to Warden MacDonald, Head of Council (Attached) • May 12, 2025 News Release - <u>Ontario Getting Homes and Infrastructure Built Faster and Smarter, Province introducing legislation and new funding to cut red tape and speed up home construction in partnership with municipalities</u>	

10.1.5	Municipal Property Assessment Corporation (MPAC) 2024 Annual Reporting - MPAC • <u>2024 Annual Report</u> • Annual <u>Performance Report</u>. • Financial Statements for the Year Ended December 31, 2024 (attached)	48
10.1.6	Notice of Complete Application and Public Meeting RE OPA 8 - 720-730 Mersea Road 8, Municipality of Leamington Notice of Complete Application and Public Meeting RE OPA 8 - 720-730 Mersea Road 8, Municipality of Leamington	66
10.1.7	Windsor-Essex Community Safety and Well-Being - Plan Refresh <u>Have Your Say! Take part in a short online survey:</u> • Help prioritize solutions by sharing what's most important to you in our <u>Community Safety and Well-Being Plan Survey, open May 16 to 30, 2025</u>. • Paper copy surveys can be available upon request. Please contact cswbinfo@citywindsor.ca to request paper copy surveys. <i>Your feedback will help the Community Safety and Well-Being Plan leadership make decisions about the 2026–2029 Plan! We will share the plan with the community in the fall of 2025.</i>	69
10.1.8	Hydro One - Longwood to Lakeshore Project - Notice of Preferred Route • Project Website - <u>Longwood to Lakeshore Project</u> • Longwoods to Lakeshore - Notice of Preferred Route and Invitation to Virtual Open Houses #4 (attached)	70

10.1.9	Windsor Regional Hospital - WE Build Together New Windsor/Essex Acute Care Hospital - <u>PMO Report May 2025</u>	
10.1.10	Bill 5 Protect Ontario by Unleashing our Economy Act, 2025 - May 13, 2025 Municipality of Chatham-Kent Correspondence RE <u>Bill 5 Protect Ontario by Unleashing our Economy Act, 2025</u> – (private landowners and waste facilities) - May 12, 2025 Town of Orangeville Correspondence RE Responsible Growth and Opposition to Elements of Bill 5	72
10.1.11	Township of Springwater May 8, 2025 Letter and Resolution RE Redistribution of the Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding	75
*10.1.12	Office of the Premier of Ontario May 14, 2025 - <u>News Release Ontario and Manitoba Sign Memorandum of Understanding to Tear Down Interprovincial Trade Barriers</u> - Provinces working together to protect workers and businesses by unlocking free trade across Canada	77
10.2	Resolutions There are no resolutions for consideration for May 21, 2025	

11. Consent Agenda

Recommendation:

Moved by _____

Seconded by _____

That the recommendations in the Administrative Report and Minutes listed as items 11.1 through 11.3, on the Consent Agenda for May 21, 2025, be received, and approved as required.

11.1	Summary of Outstanding Reports	80
	Report number 2025-0521-LLS-R25-KH, Summary of Outstanding Reports, dated May 21, 2025, from Katherine Hebert, County Clerk	
11.2	Essex County Library Board (ECLB)	83
	Minutes of the Essex County Library Board - Regular Meeting, dated March 26, 2025	
11.3	Essex-Windsor Solid Waste Authority (EWSWA)	91
	Minutes of the Essex-Windsor Solid Waste Authority, Regular Board Meeting, dated March 4, 2025	

12. Reports and Questions

12.1	Windsor Essex Ontario Health Team (WEOHT) – Amended Collaborative Decision-Making Agreement	100
	Report number 2025-0521-CAO-R06-SZ, Windsor Essex Ontario Health Team (WEOHT) – Amended Collaborative Decision-Making Agreement, dated May 21, 2025 from Sandra Zwiers, Chief Administrative Officer	

To be considered with item 9.1 Delegations and Presentations.

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council:

1. receive Report 2025-0521-CAO-R06-SZ, WEOHT – Amended Collaborative Decision-Making Agreement as information; and
2. reconfirm that the amended Collaborative Decision-Making Agreement may be executed by the Clerk and the Warden on behalf of the CAO representing the County as a municipal government, by the Chief of EMS on behalf of Essex-Windsor Emergency Medical Services, and by the Administrator(s) of SPH on behalf of the Sun Parlor Long Term Care Home.

12.2 Windsor-Essex Provincial Offences Program (POA) Annual Report 2025 174

Report number 2025-0521-FIN-R12-MR, Windsor-Essex Provincial Offences Program (POA) Annual Report 2025, dated May 21, 2025 from Melissa Ryan, Director, Financial Services/Treasurer

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0521-FIN-R12-MR, Windsor-Essex Provincial Offences Program (POA) Annual Report as information.

12.3 Investment Performance Report - 2024 204

Report number 2025-0521-FIN-R13-MR, Investment Performance Report - 2024, dated May 21, 2025 from Melissa Ryan, Director, Financial Services/Treasurer

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0521-FIN-R12-MR, Investment Performance Report-2024 as information.

13. Unfinished Business

14. New Business

14.1 Public Reporting of Closed Meeting

15. Adoption of By-Laws

Recommendation:

Moved by _____

Seconded by _____

That By-law 2025-24 be given three readings, and having been read a first, second and third time, be finally passed and enacted.

15.1 By-law Number 2025-24

213

Being a by-law to confirm the proceedings of the Council of the Corporation of the County of Essex, Regular and Closed Meetings, for May 21, 2025

16. Notice of Motion

There are no notices of motion for consideration for May 21, 2025.

17. Adjournment

Recommendation:

Moved by _____

Seconded by _____

That the Essex County Council meeting for May 21, 2025 be adjourned at [time] PM.



Essex County Council, Regular Meeting Minutes

Wednesday, May 7, 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
Chris Gibb, Councillor
Hilda MacDonald, Warden
Gary McNamara, Councillor
Crystal Meloche, Councillor
Michael Prue, Councillor
Dennis Rogers, Councillor
Rob Shepley, Councillor
Larry Verbeke, Councillor
Kirk Walstedt, Councillor

Absent: Kimberly DeYong, Councillor

Administration: Allan Botham, Director, Infrastructure & Planning Services
Katherine Hebert, County Clerk
Justin Lammers, Chief, Essex-Windsor EMS
Darrel Laurendeau, Director, Information Technology
Melissa Ryan, Director, Financial Services / Treasurer
David Sundin, Director, Legislative and Legal Services / County Solicitor
Sandra Zwiers, Chief Administrative Officer
Brady Boghean, Manager, Corporate Health and Safety
Jeanie Diamond Francis, Manager, Community Services
Gary Filiatrault, Human Resources Business Partner
Kaitlyn Baggio, Administrative Assistant - Legislative and Legal Services

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1. Closed Meeting

A Closed Meeting was scheduled for and held at 5:30PM, pursuant to Section 239 (2)(b), (d), 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;
- (d) labour relations or employee negotiations; and
- (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

Warden MacDonald and members of Council attended the meeting at the Essex County Administration Building, in Council Chambers, with the exception of Kimberly DeYong who was absent.

6. County Warden's Welcome and Remarks

Warden MacDonald acknowledged the 80th anniversary of the liberation of the Netherlands and the end of the Second World War. She paid tribute to local veteran Charles Davis, who served in the Royal Canadian Artillery and landed in Normandy in 1944. Mr. Davis had planned to attend anniversary ceremonies overseas but passed away on April 10, 2025 at the age of 102. The Warden recognized his lifelong commitment to honouring fellow soldiers and offered condolences to his family and friends.

Warden MacDonald also welcomed the summer and co-op students who recently joined the County of Essex and reminded residents to attend

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upcoming public meetings on the County's Development Charges Initiative.

7. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interest raised.

8. Adoption of Regular Meeting Minutes

Minutes of the Essex County Council, Regular Meeting, dated April 16, 2025.

129-2025

Moved By Crystal Meloche

Seconded By Larry Verbeke

That the minutes of the April 16, 2025 Regular Meeting of Essex County Council be adopted as presented.

Carried

9. Delegations and Presentations

9.1 Essex County Accessibility Advisory Committee

Dennis Sanson, Chair, Debbie Alexander, Vice Chair, along with other members of the Essex County Accessibility Advisory Committee attended make a presentation regarding ECAAC activities and upcoming events.

ECAAC Dennis Sanson, Chair, Debbie Alexander, Vice Chair and Members Diana Kirkbride, Julie Miles, Rachel Jewell and Sherri Currie provided an update on the upcoming initiatives of the ECAAC for the year. They reflected on their 2024 presentation encouraging businesses to enhance accessibility and highlighted recent improvements to the Essex County Administration Building, including the installation of the accessibility lift and electronic hands-free door openers.

They also outlined events planned for National AccessAbility week, such as the Accessibility Flag Raising ceremony, Red Shirt Day, and an awareness campaign via social media promoting the good work of the County in relation to accessibility.

It was announced that the 2025 Accessibility Fest-for-All will take place at the Libro Centre, located in the Town of Amherstburg on September 12, 2025. The County has issued a request for expressions of interest and will be accepting submissions from interested parties over the coming weeks. The REOI has been

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published on the County website for those who wish to be part of this event. The ECAAC also provided updates on ongoing legislative reviews of the *Accessibility for Ontarians with Disabilities Act* (AODA).

The ECAAC thanked Council for their ongoing support and for promoting accessibility awareness and accessible spaces in our region.

9.2 Invest Windsor Essex

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 attended to provide a presentation regarding Invest Windsor Essex (IWE) Q1 Updates and its Strategic Planning Update.

Joe Goncalves, Vice President of Investment Attraction & Strategic Initiatives, Wendy Stark, Director, Business Retention & Expansion and Keith Andrews, COO & Strategic Advisor to the Board of Directors of Invest Windsor-Essex provided Council with a first quarter update and summary of progress regarding the IWE Strategic Plan, which is on-schedule and it is expected that a draft report will be ready for Council by the end of June.

It was noted that despite national economic uncertainty, IWE remains focused on regional growth, with four business expansion projects anticipated. They addressed tariff concerns, announced the Windsor-Essex Economic Trade Task Force in partnership with the Windsor Essex Regional Chamber of Commerce, and highlighted key initiatives including the Start Ventures Program for new County businesses, increased local enterprise funding, and a new online Data Centre Tool offering regional economic and workforce data.

Discussion took place with regard to the importance of supporting small businesses, addressing national productivity challenges, and advocating for increased government investment. Questions were raised about project delays, strategic plan transparency, and available programs to support local businesses. Council emphasized the importance of collaboration and staying connected to the realities facing businesses in the region.

10. Communications

10.1 Correspondence

130-2025

Moved By Crystal Meloche

Seconded By Larry Verbeke

That the correspondence listed on the Regular Agenda for May 7, 2025, be received and any noted action approved.

Carried

10.1.1 Tourism Windsor Essex Pelee Island (TWEPI)

WE Keep You Informed - [Newsletter](#)

- June 12, 2025 [Join Us At Our 2025 Tourism Windsor Essex Pelee Island Annual General Meeting!](#)
- [Destination Ontario - Survey Results](#)
- [Ontario Bike Summit - Share the Road Cycling Coalition](#), May 27, 2025 - May 29, 2025

10.1.2 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](#)

10.1.3 Hydro One

Longwood to Lakeshore Project Update Spring 2025

- April 22, 2025 Email Notification
- Project Website - [Longwood to Lakeshore Project](#)

10.1.4 County Road 42 - Notice to Residents

NOTICE - [County Road 42 and County Road 19 Improvements](#).

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.

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- The addition of new sidewalks, curbs, landscaping and boulevard restoration.

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

131-2025

Moved By Dennis Rogers

Seconded By Chris Gibb

That Essex County Council receive and file, the correspondence from the Town of Kingsville, dated April 16, 2025.

Carried

10.2.2 Town of Amherstburg

April 15, 2025 Letter RE Resolution 20250414-006 – Traffic Safety Measures in Amherstburg

132-2025

Moved By Chris Gibb

Seconded By Tracey Bailey

That Essex County Council receive and that County Administration review and respond to the correspondence from the Town of Amherstburg, dated April 15, 2025.

Carried

10.2.3 Town of Tecumseh

April 25, 2025 Letter RE Opposition to Strong Mayor Powers

133-2025

Moved By Joe Bachetti

Seconded By Sherry Bondy

That Essex County Council receive and file the correspondence from the Town of Tecumseh, dated April 25, 2025.

Carried

11. Consent Agenda

134-2025

Moved By Chris Gibb

Seconded By Michael Prue

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

Carried

11.1 Summary of Outstanding Reports for May 7, 2025

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

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

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

David Sundin provided some background on the report before Council, noting that it had been Council who requested that this report be brought back for consideration. Should the County adopt the proposed policy, Council and Committee Members, members of Administration, employees and volunteers, both present and past, will be covered by the provisions of the said indemnification policy, whilst acting in their role for the County of Essex, with certain limitations as set out in the report. As society has become more litigious it has become more important that representatives of the County, acting in good faith and within the scope of their duties, be protected.

135-2025

Moved By Joe Bachetti

Seconded By Chris Gibb

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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.

In Favour (10): Michael Akpata, Joe Bachetti, Sherry Bondy, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, and Larry Verbeke

Opposed (3): Tracey Bailey, Rob Shepley, and Kirk Walstedt

Carried

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

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

David Sundin outlined the proposed geographic boundary adjustment to annex Monroe Island brought forward by the Town of Tecumseh and the Municipality of Lakeshore. It was noted that although the island is geographically located within the Municipality of Lakeshore, recent development on the island has left the only land access point within the Town of Tecumseh. Both local municipalities favour the boundary adjustment to annex the property of Monroe Island to the Town of Tecumseh, and is there no impact on the County in endorsing the annexation.

136-2025

Moved By Tracey Bailey

Seconded By Kirk Walstedt

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,

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the Municipality of Lakeshore, and to the Ministry of Municipal Affairs and Housing.

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

Carried

12.3 Human Resources Annual Service Report - 2024

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

Gary Filiatrault provided Council with a summary of Human Resources statistics for the County throughout 2024. Goals for 2025 and 2026 include further efforts toward stabilizing the workforce with employee retention and recruitment activities, workforce planning, and career development. The implementation of a new Human Resource Information System (HRIS) which is a software application that helps organizations manage and streamline their human resources functions, remains on schedule for a Q3 launch.

Brady Boghean provided Council with an update regarding workplace health and safety priorities, emphasizing compliance with *the Occupational Health and Safety Act*, sharing training statistics, and outlining leadership-focused programs aimed at strengthening a culture of safety for the County.

137-2025

Moved By Crystal Meloche

Seconded By Michael Akpata

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

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

Carried

12.4 Canada First Strategy-County Procurement

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Report number 2025-0507-FIN-R12-MR, Canada First Strategy-County Procurement, dated May 7, 2025, from Melissa Ryan, Director, Financial Services/Treasurer

Melissa Ryan provided Council with a detailed outline of the proposed Canada First Strategy, proposed amendments to the Procurement Policy, and focused on administrative recommendations aimed at supporting local businesses within legal boundaries. It was noted that the proposed amendments to the Procurement Policy will provide the County with further latitude to make procurement decisions based on the best interest of the County and community, accounting for the region of origin of the products, equipment, and services required to carry out its operations.

Discussion took place with regard to contract approval thresholds, cost-benefit analysis of certain vendors in geographic areas where added tariffs are a factor in pricing, and the eligibility criteria for the tax deferral program which would require businesses to apply and first explore provincial and federal supports. It was further reinforced that the County of Essex would not proceed with any procurements outside of the parameters of what is legal and lawful both Provincially and Federally, and solely within the permitted context and scope of the Procurement Policy.

138-2025

Moved By Dennis Rogers

Seconded By Chris Gibb

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.

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

Carried

139-2025

Moved By Dennis Rogers

Seconded By Gary McNamara

That the County Treasurer discuss targeted municipal property tax relief with the Treasurers of the local lower-tier municipalities, in order to make suggestions to provide relief to businesses impacted by recently imposed tariffs, and report back to County Council regarding same.

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

Carried

12.5 Sun Parlor Home - Strategic Initiatives Update

Report number 2025-0507-CAO-R04-SZ, Sun Parlor Home - Strategic Initiatives Update, dated May 7, 2025 from Sandra Zwiers, Chief Administrative Officer

Sandra Zwiers provided an update on strategic initiatives for Sun Parlor Home, highlighting the need for a comprehensive review of the facility's future. A consultant is proposed to assess and evaluate options for on-site redevelopment or new development of the facility, the cost which would be covered by in-year budget savings and the balance taken from the Rate Stabilization Reserve. Additionally, a fulsome Service Delivery Review for Sun Parlor Home operations is proposed, which would also be covered as part of the consultant's work. It was noted that the same vendor could perform both analyses, which would realize some savings.

140-2025

Moved By Sherry Bondy

Seconded By Joe Bachetti

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

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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.

In Favour (10): Michael Akpata, Joe Bachetti, Sherry Bondy, Chris Gibb, Hilda MacDonald, Gary McNamara, Crystal Meloche, Michael Prue, Dennis Rogers, and Larry Verbeke

Opposed (3): Tracey Bailey, Rob Shepley, and Kirk Walstedt

Carried

12.6 Sun Parlor Home – Declaration of Compliance for 2024

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

Sandra Zwiers provided notice to Council, which confirm the completion of the annual attestation of compliance for Sun Parlor Home under the Long-Term Care Home Service Accountability Agreement.

141-2025

Moved By Larry Verbeke

Seconded By Crystal Meloche

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

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

Carried

13. Unfinished Business

There were no matters of Unfinished Business for May 7, 2025.

14. New Business

14.1 Public Reporting of Closed Meeting

Council met in a Closed Meeting at 5:30 PM this evening, to consider report number 2025-0507-LLS-R20-DMS, Indemnification

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Policy and Insurance Policy Considerations, under the Open Meetings exception Section 239 (2) (b) and (f) of the Municipal Act, 2001, as follows:

(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;

Council provided direction to Administration with regard to the matter.

Council also met in a Closed Meeting as permitted, and pursuant to Section 239 (2) (d) of the Municipal Act, 2001, to receive information related to report number 2025-0507-HR-R04-KP.

Council approved the tentative agreement between the Corporation of the County of Essex and CUPE Local 860, subject to ratification by the CUPE Local 860 membership.

Further, under Open Meetings Exception 239 (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose, Council received legal advice in relation to procurement.

The Closed Meeting concluded at 5:47PM.

15. Adoption of By-Laws

142-2025

Moved By Gary McNamara

Seconded By Rob Shepley

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.

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

Carried

15.1 By-law Number 2025-20

Being a By-law to approve and adopt an Indemnification Policy, which provides for the indemnification for current and former

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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

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

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

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

16.1 Hiring a Consultant for County Road Rationalization Study

Crystal Meloche brought forward the following Notice of Motion regarding Fresh Water:

Whereas, the County of Essex's road system is an essential component of the region's transportation infrastructure, and a well-structured understanding of the road network is critical to future planning, funding, and sustainable development;

And whereas, a thorough road rationalization study is required to assess and determine which roads should be classified as county roads, identify the criteria and factors that influence such determinations, examine funding responsibilities, and provide a framework for planning and managing a future road network that best serves residents and businesses;

And whereas, an unbiased, objective review of the current system is essential to ensure that the study's findings and recommendations are impartial, accurate, and reflect the best interests of the County of Essex and its stakeholders;

And whereas, a consultant with expertise in transportation infrastructure, road network planning, and public sector funding models is best positioned to undertake this study and provide an

2025-05-07 - Essex County Council Meeting Minutes

independent, evidence-based evaluation of the county road network;

And whereas, the County of Essex is currently undertaking a Transportation Master Plan, and current technologies are available to support the identification and analysis of regional versus local travel patterns;

Now therefore it be resolved that, the Council of the County of Essex authorize the hiring of a qualified, independent consultant to conduct a comprehensive road rationalization study that will assess the current county road system, define appropriate classification criteria, provide funding recommendations, and propose a future road network plan for the County;

And be it further resolved that, the study include a full evaluation of current road classifications, funding mechanisms, and future transportation needs, with the goal of ensuring that the County's road system is efficient, sustainable, and aligned with the needs of residents, businesses, and anticipated growth;

And be it further resolved that, the consultant be required to undertake the study with a focus on impartiality, transparency, and evidence-based analysis to ensure that recommendations are realistic, balanced, and in the best interest of the County of Essex;

And be it further resolved that, the consultant be required to actively engage with all lower-tier municipalities throughout the study to understand and incorporate local transportation needs and priorities;

And be it further resolved that, should the study recommend the addition or removal of transportation corridors from the county road network—transferring responsibility between the upper-tier County and lower-tier municipalities—an appropriate transfer mechanism be developed and recommended by the consultant;

And be it finally resolved that, the consultant be required to review the current Connecting Link Agreement and, through consultation with relevant stakeholders, provide recommendations on updating and improving the agreement to better reflect current and future transportation planning objectives.

17. Adjournment

143-2025

Moved By Sherry Bondy

Seconded By Tracey Bailey

2025-05-07 - Essex County Council Meeting Minutes

That the Essex County Council meeting for May 7, 2025 be adjourned at 7:55 PM.

Carried

Hilda MacDonald,
Warden, County of Essex

Katherine J. Hebert,
County Clerk



ONTARIO HEALTH TEAM

WINDSOR ESSEX

Introducing the WEOHT

May 2025



Ontario Health Teams

Ontario Health Teams (OHTs) provide a new way to organize and deliver health services, bringing together multiple health care providers as one collaborative team to provide patients with better connected and more convenient care closer to home.

There are 58 Ontario Health Teams across the province providing full provincial coverage and ensuring that every person in Ontario can have the support of an Ontario Health Team.

The goal is to ensure that everyone in Ontario can benefit from better coordinated, more integrated care.

OHT Successes

- Efficient hospital-to-home transitions;
- strengthened primary care foundations;
- improved digital health and virtual care access;
- better data and analytics; and,
- more meaningful partnership and engagement with patients, families, and caregivers.



**Ontario
Health**

Visit [Ontario Health](https://www.ontariohealth.ca) to learn more about OHTs.



Windsor-Essex Ontario Health Team



The Windsor-Essex Ontario Health Team (WEOHT) is comprised of over 40 healthcare organizations, community support services, hospitals, home and community care providers, lived experience partners, and primary care providers providing services throughout Windsor-Essex.

www.weoht.ca





WEOHT Vision & Values

The WEOHT is a collective that is committed to collaboratively developing a Windsor-Essex model that builds on our strengths, honours our differences, and recognizes and meets the unique and diverse needs of our community.

The WEOHT will enable patients, families, community agencies, and healthcare providers to work together in a new way, which over time will develop innovative, locally driven solutions to meet the healthcare needs of our region.

The Team Members endorse the following values for the Health Team:

- Respect and dignity;
- Empathy and compassion;
- Accountability;
- Transparency; and,
- Equity & Engagement.



WEOHT: Meet the Team

WEOHT Internal Team

Ensures that the WEOHT pushes forward and is responsible for all backbone supports:

- Document sharing;
- Meetings;
- Quality improvement projects;

Internal team members:

- Executive Director
- Decision Support Lead
- Health Integration Lead
- Administration & Communications Lead
- Mental Health & Addictions Lead
- Indigenous Engagement Lead
- Primary Care Lead



WEOHT Partners

Support the initiatives set out by the WEOHT, which includes, but not limited to:

- Promotion;
- Execution; and,
- Implementation.

WEOHT: Partners

Alzheimer Society of Windsor and Essex County
Amherstburg Family Health Team
Assisted Living Southwestern Ontario
Brentwood Recovery Centre
Bulimia Anorexia Nervosa Association
Canadian Mental Health Association – Windsor-Essex County Branch
Children First
City of Windsor
Community Support Centre of Essex County
County of Essex
The Downtown Mission of Windsor
Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest
Erie Shores Family Health Team
Erie Shores Healthcare
Essex County Medical Society
Essex County Nurse Practitioner-Led Clinic
Essex-Windsor Emergency Medical Services
Family Respite Services
Family Services Windsor-Essex
Harrow Health Centre Family Health team
Ontario Health atHome Erie St. Clair
The Hospice of Windsor and Essex County
Hôtel-Dieu Grace Healthcare

House of Sophrosyne
Huron Lodge Long Term Care Home
John McGivney Children's Centre
Lakeshore Community Nurse Practitioner-Led Clinic
Life After Fifty
Maryvale
Mental Health Connections
Positive Pathways
Primary Care Council
Saint Elizabeth Health
St. Clair College
Sun Parlor Home for Senior Citizens
TransForm Shared Service Organization
University of Windsor
Victoria Order of Nurses Canada
Windsor Essex Community Health Centre
Windsor Family Health Team
Windsor Regional Hospital
Windsor-Essex County Health Unit



WEOHT: 2024/2025 Priorities

June 2024 - Ontario Health released an [OHT Operating Plan Guidance](#) document to support implementation on the **OHT Plan**.

Priority #1

Integrated Care through PHM and Equity Approaches

Improving health outcomes of the OHTs' population using equity-based and population health management (PHM) approaches

Priority #2

System Navigation

Overarching goal to make it simpler for people to find and access the health and social services they need

Priority #3

Home Care Readiness

The ultimate vision of OHTs delivering home care services in the future

*OHTs not part of the Initial 12 group are **not** required to complete deliverables related to home care readiness



WEOHT: 2024/2025 Priorities Continued....

Priority #4

Collaborative Leadership, Decision Making and Governance

Establishing effective OHT collaborative decision-making arrangements to advancing integrated care the levers of integrated funding, integrated accountability structures, & integrated performance management and quality improvement measures

Priority #5

Primary Care Engagement & Leadership

The involvement of physicians, primary care providers (PCP) and other clinicians in OHTs remains foundational to OHT success and should be a driver of OHT activities and structures

Priority #6

Data & Digital

Creating a digital, data and analytics plan that is integrated within the OHT plan and focusing on enabling clinical priorities



Joyce Zuk

Executive Director

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E: Joyce.Zuk@weoht.ca

W: www.weoht.ca



@WEOntarioHealthTeam



@windsorsexoht



@weoht



*The Windsor-Essex Ontario Health Team is supported by funding
from the Government of Ontario.*

Katherine Hebert

From: AMO Policy <policy@amo.on.ca>
Sent: Monday, May 12, 2025 4:40 PM
To: Katherine Hebert
Subject: AMO Policy Update - Proposed Legislation on Planning Approvals & Development Charges

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Policy Update - Proposed Legislation on Planning Approvals & Development Charges

Province introduces *Protect Ontario by Building Faster and Smarter Act* to streamline development approvals

On May 12, the province introduced the [*Protect Ontario by Building Faster and Smarter Act*](#) intended to streamline development approvals and modernize development charges (DCs). The government also announced its intent to consult with municipalities on high impact proposals.

AMO broadly supports provincial efforts to standardize and streamline development approvals to boost housing and economic growth, a shared priority for municipalities. DCs are a critical tool for ensuring that municipalities can fund the infrastructure necessary to support growth, but modernization is needed.

AMO is pleased the proposed legislation includes joint [AMO and the Ontario Home Builders' Association \(OBHA\) recommendations for DC modernization](#), in addition to other proposals that go beyond AMO recommendations. This legislation is a marked departure from Bill 23, which introduced significant across the board reductions and discounts to DCs. This new bill provides the framework changes and room to consult on how to best accomplish them in future regulations.

AMO welcomes an approach that includes further consultation on a number of key elements to inform the development of regulations. This provides municipalities with a valuable opportunity to provide expertise and shape effective on-the-ground implementation.

Specific bill proposals and announcements include:

- Changes to the DC framework that reflect joint recommendations from AMO and OHBA, including:
 - Standardizing some DC calculations like Benefits to Existing and the definition of local services
 - Improving the DC freeze model
 - Examining how land value is included in DC rate calculations
 - Enhancing flexibility across service categories
- Other DC changes not included in AMO recommendations include deferring payment of residential DCs to building occupancy, exempting long-term care homes from DCs, and requiring municipalities to spend or commit 60% of reserve funds for select service categories at the beginning of a given year
- Standardizing and streamlining planning, including:
 - Permitting as-of-right minor variances, four-story townhome units, and K-12 public schools on residential lands
 - Standardizing and limiting the number of land use designations in official plans
 - Restrictions to Inclusionary Zoning
 - Allowing the Minister to impose conditions that must be met before an Minister's Zoning Order (MZO) can come into effect
 - Providing guidance to aligning Official Plans with Ministry of Finance population projections
- Standardizing the application of the Ontario Building Code, removing municipalities' ability to set higher green building standards and making it easier to use innovative construction and materials
- Expanding the definition of priority transit projects and transit-oriented communities to apply to a wider range of provincial projects, and making it easier for the province and municipalities to work together to advance provincial transit and infrastructure development
- Consultation on the expanded use of communal water and sewage systems, modular "off grid" water treatment facilities
- Consultation on the use of a public utility model for water and wastewater service delivery. AMO will continue to advocate for water/wastewater systems to remain public assets, with any shifts to public utility models undertaken voluntarily by municipalities

AMO will participate in the Bill's Standing Committee process. At oral deputations and beyond, AMO will continue to advocate for predictable, sustainable and adequate funding for municipal infrastructure to support an unprecedented pace and scale of growth, address aging assets and increase resilience to climate change.

Should the Bill receive Royal Assent, AMO will continue to collaborate with our members, OHBA and the province to ensure Ontario's development framework changes are responsive to local needs and can be effectively implemented.

Katherine Hebert

From: Great Lakes and St. Lawrence Cities Initiative <admin@glslcities.org>
Sent: Saturday, May 3, 2025 10:18 AM
To: Clerks
Subject: Making Waves Newsletter – Explore the latest at the Cities Initiative

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making waves **newsletter**



**GREAT LAKES AND
ST. LAWRENCE**
CITIES INITIATIVE

2025

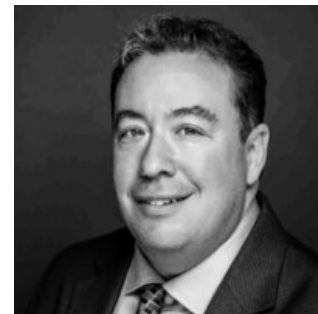
Making Waves is the Great Lakes and St. Lawrence Cities Initiative's monthly newsletter. Read on to learn about our events and activities, along with important announcements and updates from our policy and program teams!

CEO Message

Dear Members and Partners,

Let's keep the momentum going—together, we can continue to lead the charge in protecting our shared waters.

From May 14–16, join over 200 municipal, Tribal, and First Nations leaders, environmental experts, industry representatives, and freshwater advocates in Milwaukee, Wisconsin, for our 2025 Annual Conference, centered around the timely theme: *The Future of Fresh Water: Leading the Way in an Era of Scarcity*. [Click here to join us in Milwaukee!](#)



With about 20% of the world's surface fresh water, the communities of the Great Lakes and St. Lawrence River Region are on the frontlines of this challenge. At the same time, cities are being asked to do more with less, as residents struggle with an affordability crisis. Local government leaders across the region are championing the investments and innovations needed to safeguard our most critical resource. Because when water is at risk, so are our economy, our health, and our future.

Don't miss this opportunity to collaborate, innovate, and lead. Hosted by the Great Lakes and St. Lawrence Cities Initiative, this conference will spotlight

the essential role that local governments, industries, and innovators play in addressing both regional and global water issues.

Together, we'll explore solutions at a time when cities face shrinking budgets, workforce challenges, and growing pressure on binational governance.

Our region must act as one to protect what matters most. Be part of the conversation—and the solution—in Milwaukee. [Register Now](#)

In other news, we've reached a major milestone—our membership has grown to 325 municipalities, Tribes, and First Nations. In just four short years, we've tripled in size. This growth is a testament to the power of collective action and the critical impact our work has on the region's economy and environmental well-being.

We've also seen a surge in media coverage, with over 200 news articles featuring our work in the past five months alone. You can explore some of these highlights in our [Media Report](#).

In today's political and economic climate, it's more important than ever that we work together to ensure the health and prosperity of our communities. Thank you for your continued commitment—and I hope to see you in Milwaukee at our Annual Conference.

Warm regards,

Jonathan Altenberg
President and CEO

Upcoming Events

May 14-16, 2025, **Annual Conference**, Milwaukee, WI. [Register](#) now and join more than 200 attendees as we explore the Future of Fresh Water in our region. [View our preliminary program](#).



Basin Bulletin

Program Updates

The **Resilient Coastal Projects Initiative (RCPI)** will launch a second round of planning and capacity-building support in Michigan this spring, in collaboration with the Michigan Coastal Management Program.

This month, the RCPI kicked off preliminary design for six new projects, with funding from the National Fish and Wildlife Foundation. Members participating include: Dunkirk, NY; Grand Marais, MN; Sheboygan, WI; Toledo, OH; Two Rivers, WI; and Waukegan, IL.

We continue to seek opportunities to partner with members in the U.S., Ontario and Quebec to develop and fund new programs. If you have specific requests or ideas, please reach out to Bridget Brown (bridget.brown@qlslcities.org) at any time.

Word on the Hills



Parliament Hill

The votes are in, and the Liberals managed to clinch a fourth mandate with 169 Members of Parliament, three seats short of a majority. The Conservative Party had their strongest showing since 1988. But with the collapse of the NDP and Green Party vote, they were unable to secure enough seats to form government. Pierre Poilievre, the Conservative leader also lost his own seat but has pledged to stay on as the leader of the opposition.

The leader of the conservatives also lost his own seat, but pledged to stay on as the leader of the opposition.

While it is in Québec that Liberals managed to get the seats for their win, it is in Ontario that the Conservatives secured most of their growth, confirming that the Great Lakes-St. Lawrence River Region our region remains the key election battleground.

As the Liberals look towards implementing their agenda in yet another government and with a new Cabinet, the Cities Initiative will be engaging MPs and government officials on key election promises, including:

The **launch a municipal stream under the Fresh Water Action Plan** for regions facing freshwater challenges and the **development of a National Water Security Strategy**

- Enhancing climate resilience through **direct investments to households to protect against floods** and other weather disasters, **disaster mitigation and recovery funding**, the new **Indigenous Climate Readiness and Adaptation Fund**, and stand up **Canada's high-risk insurance program** by next April
- **Infrastructure investments to grow the economy**, connect Canada, and support more housing development, **including water and wastewater infrastructure**.

Given the focus on "Build Baby Build", we intend to imprint the necessity to invest into our aging municipal water to be able to let promoters build more housing. We'll also highlight the importance of keeping the current housing stock safe from extreme weather events to expand the housing supply, and the importance of healthy lakes and rivers to support our cities and their economies.

We will therefore work with our Mayors Commissions to prepare positions to present on the various topics and prepare priorities to share with the incoming ministries to shape their agenda.

Our immediate next steps will therefore include:

- Sending congratulations letters including an introduction to the Cities Initiative and our priorities to the MPs from the region, asking for an introduction;
- Sending targeted letters to elected ministers adapted from their mandate letters;
- Re-introduction to new staffers in ministers' offices to advocate for our positions.

If you want to contribute in shaping this effort, please contact our Sr. Policy Manager, Max Hayet at mhayet@glslcities.org.

New Members

Mayor Daniel Côté Gaspé, QC

"As the main hub of Gaspésie, a region surrounded by the St. Lawrence, Gaspé intends to assume its role as regional leader within the Cities Initiative. Our economy lives to the rhythm of the St. Lawrence. The fisheries, shipbuilding and tourism industries are just a few examples, in addition to the crucial role that has been played by the natural port of Gaspé for 500 years. Gaspé is also at the heart of climate hazards, bearing the brunt of warming waters and eroding shorelines. These are just some of the reasons why we decided to join this great coalition, to position our city, to contribute to public debates, to benefit from the Cities Initiative's leadership, and to ensure that it includes more of our region's reality in its work across borders."



[Read more](#)

Great Lakes Inter-Tribal Council Inc.

"Protecting our environment is a foundational value for our people—to ensure clean water for future generations," said Joey Awonohopay, Chairman of the Menominee Indian Tribe of Wisconsin and board member of the Cities Initiative. "Our engagement with mayors and communities along these waterways is vital to making sure Indigenous voices are heard and respected in this collective effort."



[Read more](#)

Together, we're protecting the Great Lakes for generations to come. Stay connected and be a voice for our waters. Follow us on social media to stay engaged and take action!



Great Lakes and St. Lawrence Cities Initiative / Alliance des villes des Grands Lacs et du Saint-Laurent | P.O. Box 1332 | New Lenox, IL 60451 US

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WESTERN ONTARIO MUNICIPAL CONFERENCE RETURNS IN 2025

May 2, 2025

Western Ontario Municipal Conference Returns in 2025 Following a Successful Inaugural Event

Southwestern Ontario – Following the success of the 2024 inaugural relaunch, the Western Ontario Municipal Conference (WOMC) is set to return in 2025, continuing its mission to bring together municipal leaders, policymakers, and key stakeholders from across Western Ontario.

Hosted by Middlesex County, the 2025 conference will take place at the Best Western Lamplighter Inn & Conference Centre in London, Ontario on Friday, October 17th.

Last year's sold-out conference welcomed more than 250 attendees, featured over 30 speakers, and offered a range of engaging sessions on key municipal priorities including housing, mental health and addictions, infrastructure, workforce development, and economic growth.

The WOMC is presented by the Western Ontario Wardens' Caucus (WOWC) and is designed to reflect the diversity and strength of rural and small urban communities across the region. With a focus on practical solutions and strategic partnerships, the conference provides a platform to advance regional priorities in areas such as infrastructure, housing, workforce development, and economic growth.

"Middlesex County is proud to host the 2025 Western Ontario Municipal Conference. We look forward to welcoming our colleagues from across the region for a day of shared learning, dialogue, and connection," said Warden Brian Ropp, Middlesex County.

"We're thrilled to bring the Western Ontario Municipal Conference back for 2025, building on the incredible energy and momentum of last year's event," said Warden

Marcus Ryan, Oxford County and Chair of the 2025 Conference Committee. "This is a unique opportunity for municipal leaders to come together, spark new ideas, and drive real progress for our communities across Western Ontario."

Registration is now open with early bird rates available.

Further details, including the full agenda and keynote speakers, will be announced in the coming months. For updates, visit www.wowc.ca or follow WOWC on social media.

About

The ***Western Ontario Wardens' Caucus (WOWC)*** is a not-for-profit organization representing 15 upper and single-tier municipalities in Southwestern Ontario, representing more than 1.6 million residents. The WOWC aims to enhance the prosperity and overall wellbeing of rural and small urban communities across the region. Caucus members work collectively to influence federal and provincial legislation and programs through advocacy, research, analysis and education. For more information, visit www.wowc.ca.

Media Contact

Kate Burns Gallagher, Executive Director
Western Ontario Wardens' Caucus
T: 519-495-6059 E: kate@wowc.ca

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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Affaires municipales
et du Logement**

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Toronto (Ontario) M7A 2J3
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234-2025-2204

May 13, 2025

Dear Head of Council,

On May 12, 2025 I introduced the *Protect Ontario by Building Faster and Smarter Act, 2025* ([Bill 17](#)). Through this legislation, and other changes, we are responding to recommendations and requests from municipal leaders to make it easier and faster to build new homes and infrastructure Ontario needs like transit, roads, water, and wastewater systems.

The bill contains bold actions to protect Ontario from the Ministry of Municipal Affairs and Housing, the Ministry of Infrastructure and the Ministry of Transportation. Details about the range of measures can be found in the [news release](#).

Building Code Act – Ministry of Municipal Affairs and Housing

Schedule 1 of the Bill proposes changes to the *Building Code Act* which include:

- Adding a provision to clarify that municipalities do not have the authority to create or enforce their own construction standards.
- Eliminating the requirement for a secondary provincial approval of innovative construction products for products that have already undergone a “Canadian Code Compliance Evaluation” by the federal Canadian Construction Materials Centre ([25-MMAH0042](#)). Comments can be made through the Regulatory Registry of Ontario (RR) from May 12, 2025, to June 11, 2025.

Development Charges Act – Ministry of Municipal Affairs and Housing

Schedule 4 of the Bill proposes changes to the *Development Charges Act, 1997*, to standardize the development charge (DC) methodology and framework and improve predictability of costs, include:

- Creating a regulation-making authority to merge service categories for DC credits.
- Creating a regulation-making authority to specify what constitutes a “local service.”
- Expanding the DC deferral to non-rental residential developments. Related changes include:

.../2

- 2 -

- Providing municipalities authority, in circumstances set out in regulation, to require financial security for payment of deferred DCs for non-rental residential developments; and
- Removing authority for municipalities to charge interest on any legislated DC deferral amounts.
- Enabling municipalities to make any changes to their DC by-laws for the sole purpose of reducing DCs or removing indexing without undertaking certain procedural requirements.
- Creating a regulation-making authority to prescribe exceptions, including conditional exceptions, to capital costs that are eligible to be recovered from DCs.
- Providing that the frozen DC rates on a development would not be applicable if the current DC rates in effect would result in a lower payment.
- Exempting long-term care homes within the meaning of subsection 2 (1) of the *Fixing Long-Term Care Act, 2021* from municipal DCs.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Regulatory Registry of Ontario (RR) from May 12, 2025, to June 11, 2025:

- [RR 25-MMAH003](#): Changes to the *Development Charges Act, 1997*, to Simplify and Standardize the Development Charge (DC) Framework.

Planning Act – Ministry of Municipal Affairs and Housing

Schedules 3 and 7 of the Bill propose changes to the *Planning Act* and the *City of Toronto Act, 2006* that would help streamline and standardize municipal development processes. If passed, the proposed changes would:

- Provide authority for regulations to limit municipal complete application studies and provide greater recognition of planning reports prepared by prescribed certified professionals,
- Remove the need for certain minor variances,
- Give the Minister of Municipal Affairs and Housing the authority to impose conditions on a use permitted by a Minister's zoning order, and
- Streamline planning approvals for publicly funded kindergarten to grade 12 schools.

We are interested in receiving your comments on these proposed measures. Comments can be made through the Environmental Registry of Ontario from May 12, 2025, to June 11, 2025:

- [ERO 025-0461](#): Proposed Planning Act and City of Toronto Act, 2006 Changes (Schedules 3 and 7 of Bill 17- Protect Ontario by Building Faster and Smarter Act, 2025).

We are also interested in receiving any comments you may have on associated regulatory changes. The government is undertaking 45-day consultations on the following proposals from May 12, 2025, to June 26, 2025:

.../3

- 3 -

- [ERO 025-0462](#): Proposed Regulations – Complete Application (seeking feedback on proposed regulations to address complete application requirements (study/report requirements) and submissions from certified professionals)
- [ERO 025-0463](#): Proposed Regulation – As-of-right Variations from Setback Requirements (seeking feedback on a proposed regulation that would allow variations to be permitted “as-of-right” if a proposal is within 10% of requirements for setbacks from property lines applicable to specified lands)

The Environmental Registry postings provide additional details regarding the proposed changes.

Ministry of Infrastructure Act – Ministry of Infrastructure

Schedule 6 of the Bill proposes changes to the *Ministry of Infrastructure Act, 2011* (MOIA), to provide the Minister of Infrastructure with the authority to request information and data from municipalities and municipal agencies, where needed to support provincially funded infrastructure projects. This would help speed up the delivery of critical infrastructure that our growing communities need, while also supporting jobs and economic growth. Comments can be made through the Regulatory Registry of Ontario ([RR-25MOI003](#)) from May 12, 2025, to June 11, 2025.

Transit-Oriented Communities Act – Ministry of Infrastructure

Proposed changes to the *Transit-Oriented Communities (TOC) Act, 2020*, would reduce barriers to implementing the Transit Oriented Communities (TOC) by:

- Amending the definition of a “Transit Oriented Communities project” to include projects along the GO and LRT network more efficiently,
- Removing OIC approval requirements for any agreements between the Minister (or an entity with delegated powers) and a municipality, and
- Enabling the Minister to delegate certain responsibilities to Infrastructure Ontario for the purpose of developing TOCs.

We are interested in receiving your comments on these proposed changes. Comments can be made through the Environmental Registry of Ontario from May 12, 2025, to June 11, 2025:

- [ERO 025-0504](#): Proposed *Transit-Oriented Communities Act, 2020*, changes to reduce barriers to implementing municipal agreements.

Ministry of Transportation

Schedule 2 of the bill proposes a change to the *Building Transit Faster Act, 2020* (BTFA) that, if passed, would extend the use of the BTFA measures to all provincial transit projects. This change would remove barriers to building transit faster and get shovels in the ground quicker to build major provincial transit projects that connect communities.

.../4

- 4 -

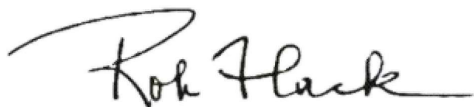
A proposed amendment to the *Metrolinx Act, 2006*, permits the Minister of Transportation to request certain information and data from municipalities or municipal agencies necessary to support the development of provincial transit projects or Transit-Oriented Communities projects.

You may provide your comments on the proposed change to the BTFA through the Environmental Registry of Ontario (ERO) notice [ERO 025-0450](#) and the Ontario Regulatory Registry notice ([RR 25-MTO005](#)) and the Metrolinx Act ([RR 25-MTO006](#)) from May 12, 2025 to June 11, 2025.

The government invites you to review the [Environmental Registry of Ontario](#) and [Regulatory Registry of Ontario](#) posting links provided above and share any feedback you may have. If you have any questions, please reach out to my Director of Stakeholder and Caucus Relations, Tanner Zelenko, at Tanner.Zelenko@ontario.ca.

In the face of economic uncertainty, we must protect Ontario by speeding up construction so we can lower housing costs and keep workers on the job. I look forward to continued collaboration with you, our municipal partners, to create the homes that Ontario need today, tomorrow, and in the decades to come.

Sincerely,



Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

- c. The Honourable Kinga Surma, Minister of Infrastructure
The Honourable Prabmeet Sarkaria, Minister of Transportation
The Honourable Graydon Smith, Associate Minister of Municipal Affairs and Housing
Robert Dodd, Chief of Staff, Minister's Office
Matthew Rae, Parliamentary Assistant, Municipal Affairs and Housing
Laura Smith, Parliamentary Assistant, Municipal Affairs and Housing
Brian Saunderson, Parliamentary Assistant, Municipal Affairs and Housing
Martha Greenberg, Deputy Minister, Municipal Affairs and Housing
David McLean, Assistant Deputy Minister, Municipal Affairs and Housing
Caspar Hall, Assistant Deputy Minister, Municipal Affairs and Housing
Municipal Chief Administrative Officers

Financial statements of
Municipal Property Assessment
Corporation

December 31, 2024

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Independent Auditor's Report

To the Board of Directors of
Municipal Property Assessment Corporation

Opinion

We have audited the financial statements of Municipal Property Assessment Corporation (the "Corporation"), which comprise the statement of financial position as at December 31, 2024, and the statements of operations, changes in net assets and cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Corporation as at December 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("Canadian GAAS"). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Information

Management is responsible for the other information. The other information comprises the information included in the Annual Report, but does not include the financial statements and our auditor's report thereon. The Annual Report is expected to be available to us after the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements, or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

When we read the Annual Report, if we conclude that there is a material misstatement therein, we are required to communicate the matter with those charged with governance.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corporation's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian GAAS will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Corporation to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Deloitte LLP

Chartered Professional Accountants
Licensed Public Accountants
March 27, 2025

Municipal Property Assessment Corporation
Statement of financial position

As at December 31, 2024
(In thousands of dollars)

	Notes	2024 \$	2023 \$
Assets			
Current assets			
Cash		14,198	14,884
Accounts receivable		6,117	4,536
Prepaid expenses		3,141	2,906
		<u>23,456</u>	<u>22,326</u>
Investments			
3		162,247	156,137
Capital assets			
4		9,600	7,719
Long-term prepaid expenses			
		196	52
Intangible assets			
5		6	11
		<u>195,505</u>	<u>186,245</u>
Liabilities			
Current liabilities			
Accounts payable and accrued liabilities	14	33,860	29,831
Deferred revenue	6	1,687	1,483
Current portion of capital leases	10	352	322
		<u>35,899</u>	<u>31,636</u>
Employee future benefits			
7		43,227	40,451
Deferred lease inducements			
		785	1,120
Long-term portion of capital leases			
10		761	706
		<u>80,672</u>	<u>73,913</u>
Commitments and contingencies			
	9 and 11		
Net assets			
Unrestricted			
		7,604	7,402
Internally restricted			
8		98,736	98,228
Invested in capital and intangible assets			
		8,493	6,702
		<u>114,833</u>	<u>112,332</u>
		<u>195,505</u>	<u>186,245</u>

The accompanying notes are an integral part of the financial statements.

Approved by the Board of Directors



_____, Director



_____, Director

Municipal Property Assessment Corporation**Statement of operations**

Year ended December 31, 2024

(In thousands of dollars)

	2024	2023
	\$	\$
Revenue		
Municipal	219,432	214,919
Other	28,398	26,117
Interest and dividend income	4,899	5,097
	252,729	246,133
Expenses		
Salaries and benefits	214,243	199,198
Professional services	10,582	10,978
Information technology	12,661	11,783
Facilities	8,657	8,567
General and administrative	10,677	8,203
Royalties	3,258	2,697
Amortization of capital and intangible assets	2,755	3,002
Gain on disposal of capital assets	(551)	(119)
	262,282	244,309
(Deficiency) excess of revenue over expenses before change in fair value of investments	(9,553)	1,824
Change in fair value of investments	12,835	7,998
Excess of revenue over expenses for the year	3,282	9,822

The accompanying notes are an integral part of the financial statements.

Municipal Property Assessment Corporation**Statement of changes in net assets**

Year ended December 31, 2024

(In thousands of dollars)

	Notes	Unrestricted \$	Internally restricted \$ (Note 8)	Invested in capital and intangible assets \$	2024 Total \$	2023 Total \$
Net assets, beginning of year		7,402	98,228	6,702	112,332	105,614
Excess (deficiency) of revenue over expenses for the year		5,488	—	(2,206)	3,282	9,822
Remeasurements and other items on employee future benefits	7	(781)	—	—	(781)	(3,104)
Acquisition of capital and intangible assets		(4,818)	—	4,818	—	—
Proceeds from disposal of capital and intangible assets		736	—	(736)	—	—
Incurred lease obligations for vehicles accounted for as capital leases		430	—	(430)	—	—
(Repayment) retirement of lease obligations for vehicles accounted for as capital leases		(345)	—	345	—	—
Interfund transfers to internally restricted reserves		(508)	508	—	—	—
Net assets, end of year		7,604	98,736	8,493	114,833	112,332

The accompanying notes are an integral part of the financial statements.

Municipal Property Assessment Corporation**Statement of cash flows**

Year ended December 31, 2024

(In thousands of dollars)

	Notes	2024 \$	2023 \$
Operating activities			
Excess of revenue over expenses for the year		3,282	9,822
Employee future benefits payments	7	(974)	(810)
Add (deduct): Items not affecting cash			
Change in fair value of investments		(12,835)	(7,998)
Reinvested investment income		(3,629)	(3,860)
Employee future benefits expense	7	2,969	2,817
Amortization of capital assets		2,750	2,998
Amortization of intangible assets		5	4
Gain on disposal of capital assets		(551)	(119)
Amortization of deferred lease inducements		(335)	(381)
		(9,318)	2,473
Changes in non-cash working capital			
Accounts receivable		(1,581)	(423)
Prepaid expenses		(379)	(170)
Accounts payable and accrued liabilities		4,029	(340)
Deferred revenue		204	(1,186)
		(7,045)	354
Investing activities			
Purchase of investments		—	(153,395)
Proceeds from sale of investments, net of fees		10,354	158,565
Purchase of capital assets		(4,388)	(2,278)
Proceeds on disposal of capital assets		738	130
Purchase of intangible assets		—	(9)
		6,704	3,013
Financing activity			
Repayment of lease obligations		(345)	(643)
(Decrease) increase in cash during the year		(686)	2,724
Cash, beginning of year		14,884	12,160
Cash, end of year		14,198	14,884
Supplementary cash flow information			
Non-cash transactions			
Acquisition of leased vehicles		(430)	—
Incurrence of lease obligations		430	—

The accompanying notes are an integral part of the financial statements.

Municipal Property Assessment Corporation

Notes to the financial statements

December 31, 2024

(In thousands of dollars)

1. Description of business

Municipal Property Assessment Corporation (the Corporation), formerly the Ontario Property Assessment Corporation, was incorporated effective January 1, 1998 and is a special act corporation under the Municipal Property Assessment Corporation Act, 1997 (Ontario). The Corporation is responsible for providing property assessment services for municipalities in the Province of Ontario, as well as providing other statutory duties and other activities consistent with such duties as approved by its board of directors. All municipalities in Ontario are members of the Corporation.

2. Summary of significant accounting policies

The financial statements are prepared in accordance with Canadian accounting standards for not-for-profit organizations.

The significant accounting policies are summarized as follows:

Fund accounting

The financial statements include the following funds:

- The unrestricted fund comprises mainly amounts available for immediate use for the general purpose of the Corporation.
- The reserve for board-appropriated working fund is set aside by the board of directors in accordance with the Corporation’s reserve strategy for contingencies and funding for identified one-time expenditures.
- The reserve for employee future benefits is the portion of net assets consisting of internally restricted investments set aside to settle employee future benefits.
- The reserve for enumeration was established to fund the costs associated with the preparation of preliminary voters’ lists for municipal and school board elections. This function was transferred to the Elections Ontario in January 2024. MPAC will maintain the municipal and school board election support going forward, and the balance of this reserve will be used to pay for those activities.
- The reserve for assessment update was established to fund the costs associated with the assessment update. The Corporation contributes annually to the reserve but may vary the annual contribution with approval from the board of directors. The unspent reserve balance will be maintained to finance the next Assessment Update.
- Invested in capital and intangible assets represents assets that have been invested in long-lived capital and intangible assets which are not readily converted to cash, net of any liabilities related to the acquisition of those assets.

Financial instruments

The Corporation records cash, accounts receivable, accounts payable and accrued liabilities initially at fair value and subsequently at amortized cost. Financial assets are tested for impairment at the end of each reporting period when there are indications the assets may be impaired.

Investments are recorded at fair value. Transaction costs incurred on the acquisition of financial instruments measured subsequently at fair value are expensed as incurred.

Municipal Property Assessment Corporation

Notes to the financial statements

December 31, 2024

(In thousands of dollars)

2. Summary of significant accounting policies (continued)

Capital assets

Capital assets are recorded at cost and are amortized using the straight-line method as follows:

Office equipment	5 years
Furniture and fixtures	5 to 10 years
Computer equipment	3 to 4 years
Small boats and vessels	3 to 8 years
Vehicles under capital lease	5 years

Leasehold improvements are also amortized on a straight-line basis over the term of the lease or ten years, whichever is less.

Assets under construction are recorded in the applicable asset class in the year they are put into service and are not amortized until they are put into service.

Impairment of long-lived assets

The Corporation reviews the carrying amount, amortization and useful lives of its long-lived assets on an annual basis. If the long-lived asset no longer has any long-term service potential to the Corporation, the excess of the net carrying amount over any residual value is recognized as an expense in the statement of operations.

Intangible assets

Intangible assets consist of computer software, which is recorded at cost and is amortized over three years.

The costs of developing in-house software are expensed as incurred.

Revenue recognition

Municipal revenue relates to assessment services and is recognized in the year in which the services are provided, and collection is reasonably assured.

Other revenues are comprised of services sold and products delivered from business development. These revenues are recognized when the services have been provided and/or the product is delivered, and collection is reasonably assured.

Interest income is recognized when earned.

The Corporation follows the deferral method of accounting for contributions. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Employee future benefits

The Corporation has defined benefit plans that provide for post-retirement medical and dental coverage and special termination benefits for defined eligible employees. Certain investments have been internally restricted but not segregated to pay for post-retirement benefits.

Municipal Property Assessment Corporation

Notes to the financial statements

December 31, 2024

(In thousands of dollars)

2. Summary of significant accounting policies (continued)

Employee future benefits (continued)

The Corporation has the following policies:

- The Corporation accrues its obligations under defined benefit plans and the related costs when the benefits are earned through current service using the accounting valuation method.
- The cost of post-employment benefits earned by employees is actuarially determined using the projected benefit method pro-rated on service and management’s best estimates of retirement ages of employees, expected health-care costs and dental costs. The accrued benefit obligation related to employee future benefits is discounted using market rates on high-quality debt instruments.
- Remeasurements and other items are composed of actuarial gains (losses) on the accrued benefit obligation and arise from differences between the actual and expected experience and from changes in the actuarial assumptions used to determine the accrued benefit obligation, past service costs and gains and losses arising from settlements and curtailments. Actuarial gains and losses arise when the accrued benefit obligations change during the year. The actuarial gains and losses and other remeasurements including plan amendments are recorded in the statement of changes in net assets when incurred.

In addition, all employees of the Corporation are part of a defined benefit multi-employer benefit plan providing both pension and other retirement benefits. Contributions made to this plan are expensed as paid as the plan is accounted for as a defined contribution plan.

Deferred lease inducements

Lease liabilities include deferred lease inducements, which represent the free rent and improvement allowances received from landlords and are amortized over the term of the lease, and step-rent liability, which represents the difference between the average annual rent over the term of the lease agreement and actual rent paid in the year.

Use of estimates

In preparing the Corporation’s financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Accounts requiring significant estimates include accounts payable and accrued liabilities, useful lives of capital assets and employee future benefits.

3. Investments

Investments are held within third party managed accounts, which invest independently. The breakdown of total investments by category is outlined below:

	2024	2023
	\$	\$
Cash to be reinvested	270	149
Fixed income	88,069	92,665
Equity	55,786	45,639
Real assets	18,122	17,684
	162,247	156,137

Municipal Property Assessment Corporation**Notes to the financial statements**

December 31, 2024

(In thousands of dollars)

3. Investments (continued)

The Corporation internally restricts certain securities to fund employee future benefits. The breakdown of total investments by intended use is outlined below:

	2024	2023
	\$	\$
Working capital	86,756	87,267
Employee future benefits	75,491	68,870
	162,247	156,137

4. Capital assets

	Cost	Accumulated amortization	2024 Net book value	2023 Net book value
	\$	\$	\$	\$
Office equipment	378	378	—	—
Furniture and fixtures	7,545	6,361	1,184	1,116
Computer equipment	16,941	14,717	2,224	2,038
Small boats and vessels	391	367	24	25
Leasehold improvements	20,705	16,495	4,210	3,555
Vehicles under capital lease	3,293	2,213	1,080	976
Assets under construction	878	—	878	9
	50,131	40,531	9,600	7,719

5. Intangible assets

	Cost	Accumulated amortization	2024 Net book value	2023 Net book value
	\$	\$	\$	\$
Computer software	3,031	3,025	6	11

6. Deferred revenue

	2024	2023
	\$	\$
Business development unearned revenue and customer down payments	1,479	1,290
Other deferred amounts	208	193
	1,687	1,483

Municipal Property Assessment Corporation
Notes to the financial statements
December 31, 2024
(In thousands of dollars)

7. Employee future benefits

The Corporation has accrued an obligation for its post-employment benefits as follows:

Employees who transferred to the Corporation from the Government of Ontario on December 31, 1998

- Employees who transferred to the Corporation with less than ten years of service with the province will receive post-retirement group benefit coverage through the Corporation for themselves and for their dependents' lifetimes. The cost of these benefits is shared equally between the Corporation and the employee for those employees who retire after January 1, 2018.

The Government of Ontario continues to provide post-retirement benefits for employees who transferred to the Corporation with ten or more years of service with the province.

Employees hired by the Corporation after December 31, 1998

- These employees will receive post-retirement group benefit coverage for themselves and for their dependents through the Corporation until age 65.

All employees

- The Corporation is a Schedule II employer under the Workplace Safety and Insurance Act (Ontario), 1997 and follows a policy of self-insurance for all its employees. The obligation as at December 31, 2024 is \$1,158 (\$617 in 2023) and is included in the total obligations below.

Information about the Corporation's accrued benefit obligations and accrued benefit liabilities is as follows:

	2024	2023
	\$	\$
Accrued benefit obligations, beginning of year	40,451	35,340
Current service costs	1,106	1,049
Interest on accrued obligations	1,863	1,768
Actuarial loss (gain)	781	3,104
Contributions	(974)	(810)
Accrued benefit obligations, end of year	43,227	40,451

The employee future benefits expense recorded in the statement of operations during the year is as follows:

	2024	2023
	\$	\$
Current service costs	1,106	1,049
Interest on accrued obligations	1,863	1,768
	2,969	2,817

Remeasurements and other items, consisting of curtailments, settlements, past service costs and actuarial loss of \$781 (loss of \$3,104 in 2023), have been recognized directly in net assets.

Municipal Property Assessment Corporation
Notes to the financial statements
December 31, 2024
(In thousands of dollars)

7. Employee future benefits (continued)

All employees (continued)

The significant actuarial assumptions adopted in measuring the Corporation’s accrued benefit obligations are as follows:

	2024	2023
	\$	\$
Discount rate	4.75%	4.65%
Health care inflation	5.2% grading down to 4% by 2040	5.2% grading down to 4% by 2040
Vision and dental care inflation	5.1% grading down to 4% by 2040	5.1% grading down to 4% by 2040

The date of the most recent actuarial valuation of the accrued benefit obligations was December 31, 2022.

The Corporation paid \$32,519 (\$30,133 in 2023) of employer and employee contributions to the defined benefit multi-employer benefit plan.

8. Internally restricted net assets

	2024	2023
	\$	\$
Reserve for board-appropriated working fund	52,157	55,199
Reserve for employee future benefits	32,264	28,419
Reserve for enumeration	846	1,141
Reserve for assessment update	13,469	13,469
	98,736	98,228

Interfund transfers are approved by the board of directors. During the year, the board of directors approved the transfers between the unrestricted fund and the internally restricted net assets as follows: \$3,044 from (\$4,604 to in 2023) the board-appropriated working fund reserve to pay for future one-time expenditures; \$0 to (\$2,000 to in 2023) the assessment update reserve to set aside funds for the property assessment process, and \$295 from (\$202 from in 2023) the enumeration reserve.

The purpose and use of the employee future benefit reserve was approved by the board of directors at initial setup, and an annual approval for transfers is not required. A transfer of \$3,845 to (\$171 to in 2023) the employee future benefit reserve was made during the year.

Refer to note 2 for a description of the reserves.

Municipal Property Assessment Corporation

Notes to the financial statements

December 31, 2024

(In thousands of dollars)

9. Commitments

The Corporation has commitments under various operating leases for properties. Minimum lease payments due in each of the next five years and thereafter are as follows:

	\$
2025	3,352
2026	2,189
2027	916
2028	529
2029	302
Thereafter	15
	<u>7,303</u>

The Corporation is also committed to paying operating costs and property taxes on its various property leases.

10. Capital leases

The Corporation entered into several vehicle leases with an interest rate of between 3.82% and 6.98%, with lease terms up to 60 months. On termination of the lease, the Corporation has guaranteed a certain residual value of the vehicle to the lessor, depending on the ultimate lease term.

As at December 31, 2024 the current portion of the capital leases is \$352 (\$322 in 2023) and the long-term portion is \$761 (\$706 in 2023).

Future minimum annual lease payments required under capital lease arrangements are as follows:

	\$
2025	402
2026	395
2027	233
2028	101
2029	94
Total lease payments	<u>1,225</u>
Less: amount representing interest	<u>(112)</u>
	1,113
Less: current portion	<u>352</u>
	<u>761</u>

11. Contingent liabilities and guarantees

The Corporation has been named as a defendant in certain legal actions in which damages have either been sought or, through subsequent pleadings, could be sought. Where the outcome of these actions is determinable and considered significant as at December 31, 2024, a provision was made in these financial statements for any liability that may result. Any losses arising from these actions will be recorded in the year the related litigation is settled.

Municipal Property Assessment Corporation

Notes to the financial statements

December 31, 2024

(In thousands of dollars)

11. Contingent liabilities and guarantees (continued)

In the normal course of business, the Corporation enters into agreements that meet the definition of a guarantee, as outlined in the Chartered Professional Accountants of Canada Handbook. The Corporation's primary guarantee subject to disclosure requirements is as follows:

- The Corporation enters into agreements that include indemnities in favor of third parties, such as purchase agreements, confidentiality agreements, leasing contracts, information technology agreements and service agreements. These indemnification agreements may require the Corporation to compensate counterparties for losses incurred by the counterparties as a result of breaches of contractual obligations, including representations and regulations, or as a result of litigation claims or statutory sanctions that may be suffered by the counterparty as a consequence of the transaction. The terms of these indemnities are not explicitly defined, and the maximum amount of any potential reimbursement cannot be reasonably estimated.

The nature of the above indemnifications prevents the Corporation from making a reasonable estimate of the maximum exposure due to the difficulties in assessing the amount of liability, which stems from the unpredictability of future events and the unlimited coverage offered to counterparties. Historically, the Corporation has not made any significant payments under such or similar indemnification agreements and, therefore, no amount has been accrued in the statement of financial position with respect to these agreements.

12. Risk management

Market risk

The Corporation's investments are susceptible to market risk, which is defined as the risk the fair value or future cash flows of a financial instrument will fluctuate because of changes in market prices. The Corporation's market risk is affected by changes in the level or volatility of market rates or prices, such as interest rates, foreign currency exchange rates and equity prices. The Corporation is subject to cash flow interest rate risk due to fluctuations in the prevailing levels of market interest rate sensitive investments. The risk is mitigated through the Corporation's investment policy, which requires investments to be held in high grade, low risk investments.

Credit risk

Credit risk arises from the potential a counterparty will fail to perform its obligations. The Corporation is exposed to credit risk from banks and debtors. The risk is mitigated in that the Corporation conducts business with reputable financial institutions and its debtors are mainly entities within a level of the provincial government.

Liquidity risk

Liquidity risk is the risk the Corporation will not be able to meet its financial obligations as they come due. The Corporation manages liquidity through regular monitoring of forecasted and actual cash flows.

13. Credit facility

The Corporation has an unsecured credit facility of \$10,000 to be used for its operations, which is renewable annually.

Municipal Property Assessment Corporation
Notes to the financial statements
December 31, 2024
(In thousands of dollars)

14. Government remittances

Government remittances consist of workplace safety insurance costs, sales taxes and payroll withholding taxes required to be paid to government authorities when the amounts come due. In respect of government remittances, \$2,325 (\$2,001 in 2023) is included in accounts payable and accrued liabilities.



**NOTICE OF COMPLETE APPLICATION AND
PUBLIC MEETING**
Official Plan Amendment - File Number OPA-08
720-730 Mersea Road 8
Municipality of Leamington

Take Notice

Essex County Council will hold a public meeting on **Wednesday, June 4, 2025, at 5 p.m., in Council Chambers in the Essex County Administrative Building, located at 360 Fairview Avenue West, in Essex**, to consider a proposed Official Plan Amendment to the County of Essex Official Plan, under the provisions of Sections 17 & 22 of the Planning Act, R.S.O. 1990.

The Purpose

The County has received an application which seeks to amend Schedule "A1" and "A2" of the County's Official Plan to redesignate the entire property of 720 Mersea Road 8, as well as the frontage of 730 Mersea Road 8, Municipality of Leamington, from "Secondary Settlement Area" to "Agricultural." (See map below.) This amendment has been requested in order to support the development of a greenhouse.

Members of the public who wish to participate during the public meeting and provide their comments directly to Council on the Official Plan Amendment must register with the Clerk's Office to be a delegate no later than 5 p.m. on Friday, May 30, 2025. Delegations will be limited to five minutes.

To register as a delegate, please complete the online form at the following link:

<https://eforms.countyofessex.ca/Council-Services/Official-Plan-Amendment-File-Number-OPA-08>

Alternatively, you can scan the QR code below:



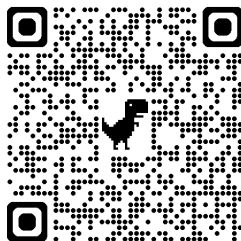
Your application to participate as a delegate will be reviewed and you will be notified by the Clerk if your request has been approved. Only registered and confirmed delegates may bring forward presentations or information to be considered as part of the public meeting.

Members of the public who wish to attend the meeting in person, but not present to Council are still required to register. One registration per person is required.

To register as an attendee, but not speak before Council, please complete the online form at the following link:

<https://eforms.countyofessex.ca/Council-Services/Attendance-at-Essex-County-Council-Meetings>

Alternatively, you can scan the QR code below:



Members of the public who want to watch the meeting can view the livestream on the County of Essex website:

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

Your Input is Important

Any person may participate in the public meeting and/or provide written or verbal representation. If you are unable to participate in the meeting, you may provide written comments by submitting them to the address or email below. Please include your mailing address with your written comments.

By Mail: Rebecca Belanger, MCIP, RPP, Manager, Planning Services, County of Essex, 360 Fairview Avenue West, Essex, ON, N8M 1Y6

By Email: rbelanger@countyofessex.ca

If you wish to be notified of County of Essex Council's decision regarding the proposed Official Plan Amendment, you must make a written request to Rebecca Belanger, MCIP, RPP, Manager, Planning Services, at the address or email shown above and the request must include the name and mailing address to which the notice should be sent.

If a person or public body would otherwise have an ability to appeal the decision of the County of Essex Council to the Ontario Land Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the County of Essex Council before the proposed official plan amendment is adopted, the person or public body is not entitled to appeal the decision.

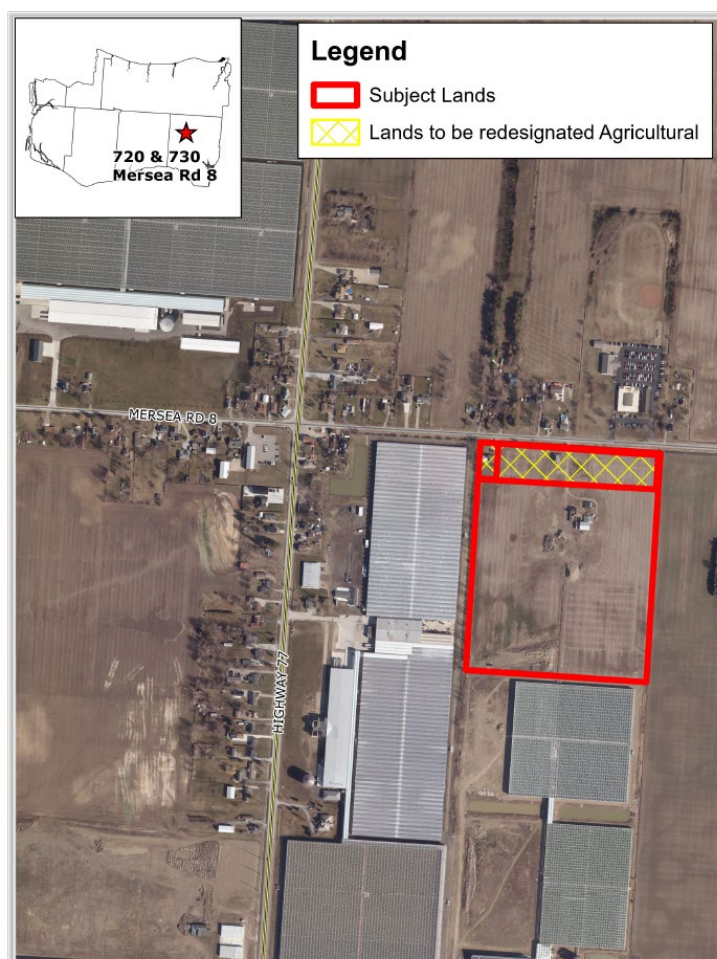
If a person or public body does not make oral submissions at a public meeting or make written submissions to the County of Essex before the proposed Official Plan Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Land Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

A copy of the report, including the proposed Official Plan Amendment and supporting material, will be available on the County of Essex Council Calendar on Thursday, May 29, 2025 at <https://events.countyofessex.ca/meetings>.

Notice of Collection

Personal information collected as a result of this public meeting is collected under the authority of the *Municipal Act*, the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, the *Planning Act*, and all other relevant legislation, and will be used to assist in making a decision on this matter. All personal information (as defined by MFIPPA), including (but not limited to) names, addresses, opinions and comments collected will be made available for public disclosure to members of the public, at the meeting, through requests and through the County of Essex website. Questions regarding the collection, use and disclosure of this personal information may be directed to the Clerk, Essex County Administrative Building; 360 Fairview Avenue West, Essex, ON, N8M 1Y6.

Dated the 14th of May, 2025.





HAVE YOUR SAY

about Community Safety & Well-Being in Windsor Essex!

Did you know Windsor Essex has a Regional Community Safety and Well-Being Plan?

It's true! This Plan is required by the province. It helps keep our communities safe, prevent crime, and support well-being for everyone. In Windsor Essex, the Plan brings local organizations together to better understand the challenges people face and to improve access to services, raise awareness, and make sure help is easier to find and use for everyone in our community.

You can learn more about the Plan by clicking [here](#).

Your Opportunity!

We are refreshing the current Plan and want to hear from community members like you! You don't have to have any special knowledge or experience to participate. There are three ways to get involved:

1

JOIN US FOR A VIRTUAL COMMUNITY FOCUS GROUP

This guided online session will explore how we improve community safety and well-being in Windsor Essex. You can share your ideas by registering to join a one-hour focus group:

City residents: Tuesday, May 13th, 2025 at 6:30PM | Register by clicking [here](#).

County residents: Wednesday, May 14th, 2025 at 6:30PM | Register by clicking [here](#).

2

TAKE PART IN A SHORT ONLINE SURVEY

Help prioritize solutions by sharing what's most important to you:

Survey will be open from May 16th to 30th, 2025. Visit www.citywindsor.ca to participate or click [here](#) when the survey becomes available on or after May 16, 2025.

3

SHARE THIS INFORMATION

We'd love for you to help spread the word! Please share this flyer with your networks, neighbours, family members, friends, and anyone who might be interested!

Your feedback will help the Community Safety and Well-Being Plan leadership make decisions about the 2026-2029 Plan. We will share the Plan with the community in the Winter of 2025.



Longwood to Lakeshore project

Notice of preferred route and invitation to virtual and community open houses #4

May 2025

Based on a detailed evaluation, which considered extensive public feedback, Hydro One has selected the preferred route for the proposed Longwood to Lakeshore project. Once built, the new transmission line will help meet electricity demands and support future growth in southwest Ontario.

Since February 2024, we’ve been conducting a Class Environmental Assessment (Class EA) under *Ontario’s Environmental Assessment Act* to build two proposed single-circuit, 500-kilovolt (kV) transmission lines between Longwood Transformer Station (TS) in the Municipality of Strathroy-Caradoc and Lakeshore TS in the Municipality of Lakeshore.

We’ve gathered important environmental and technical information and will continue to engage with Indigenous communities, property owners, community members, elected officials, interest groups and businesses to make sure their feedback is reflected in the project.

Selection of preferred route alternative: Route 3B

As part of the Class EA process, three route alternatives with variations were evaluated for the proposed project and Route 3B was identified as the preferred route for the proposed transmission lines. Route 3B maximizes the re-use of existing transmission corridors and minimizes impacts to residences. Please see the enclosed map for an overview of the preferred route and visit our online interactive map for a more detailed view.

The proposed project also includes an expansion of Lakeshore TS, on property owned by Hydro One, as well as upgrades and the eventual expansion of Longwood TS to connect the new lines.

Project next steps

We’ve already started outreach to affected landowners to discuss land rights and continue to learn more about the unique features of their properties, including agricultural operations. We’re hosting several engagement opportunities in the coming weeks where you can learn more about the proposed project, speak with our project team and share your feedback.

Over the next several months, we’ll complete more detailed environmental and technical studies to develop the design and construction of the proposed lines, with a focus on starting construction of Line 1 in 2027.

We’re preparing the draft Environmental Study Report (ESR), which will document the work conducted under the Class EA process. The draft ESR will be released for a public review period later this year. As the Class EA progresses and project design advances, we’ll share detailed information and engage at every step of the way.

We want to hear from you

Your feedback is incredibly important to the success of this project, and we want to hear from you. We encourage you to attend an upcoming event or reach out to us to get involved in another way.



Please join us

May 15
7 p.m. to 8 p.m.
Virtual open house
-hosted on the project website

Learn more about the route selection process and ask your questions.

Community open house #4

June 4
4 p.m. to 7 p.m.
Kent-Belgian-Dutch-
Canadian Club
34 Byng Ave.
Chatham

June 5
4 p.m. to 7 p.m.
Ryder Hall at Tilbury
Community Centre
49 Bond Ave.
Tilbury

June 11
4 p.m. to 7 p.m.
Brunner Community Centre
32 Wallace St.
Thamesville

June 12
4 p.m. to 7 p.m.
Glencoe Agricultural Hall
268 Currie St.
Glencoe

Project website



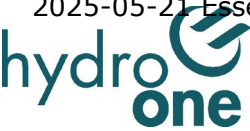
HydroOne.com/
Longwood-to-Lakeshore

We’re here to help

If you would like any further information or have any questions, please contact Community Relations at:

1.877.345.6799

Community.Relations
@HydroOne.com



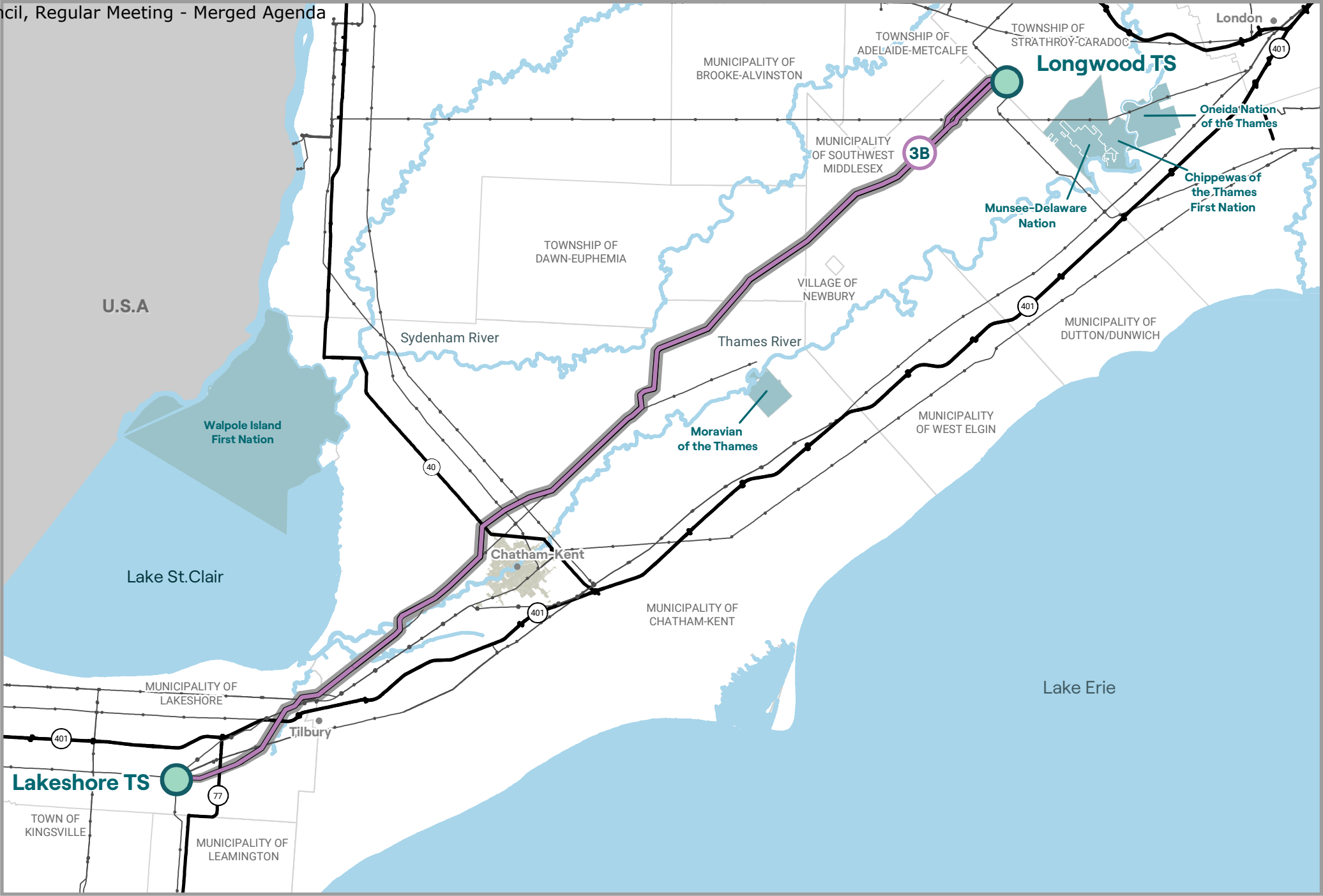
Longwood to Lakeshore project

Map Legend

- Transformer Station (TS)
- Preferred Route 3B
- Local Study Area (500 m buffer on either side of the route alternatives)
- Existing Transmission Line
- Highway
- Municipal Boundary
- Waterbody
- First Nation
- Built Up Area

Note: The illustrated route represents two transmission lines with parallel alignments, except near Longwood TS where the two lines have slightly different alignments exiting the station.

Please visit our online interactive map for a more detailed view: [HydroOne.com/Longwood to Lakeshore](https://HydroOne.com/Longwood%20to%20Lakeshore)



May 13, 2025

To all Ontario Municipalities, AMO, ROMA and FCM:

Re: Bill 5 - Risks to your communities and support requested

As Mayor of the Municipality of Chatham-Kent, I am sharing this motion to bring to your attention the potential risks to your communities and ask for your support to oppose this approach. The following motion was approved yesterday, May 12, 2025:

“Whereas 29831 Irish School Road in the Municipality of Chatham-Kent is a property approximately 800 metres from the Town of Dresden;

And Whereas the property contain small fill areas used for historic local landfill purposes, and the property has never been properly studied or zoned for any significant landfilling use;

And Whereas the current property owners are attempting to create a new recycling and landfill facility for millions of tonnes of waste, which would result in hundreds of trucks travelling through towns and communities in the area;

And Whereas this approach has been strongly opposed by Council, the Community, neighbouring Indigenous Nations and many other voices, due to impacts to the environment, our homes, the safety of our families and children, and the fabric of our communities;

And Whereas the Provincial government has proposed Bill 5, which includes a section removing the obligation for a full Environmental Assessment for this new landfill and recycling facility;

And Whereas if this limited, historic local landfill use on the edge of Dresden can be expanded into a massive landfill and recycling facility, then this can happen anywhere;

And Whereas there are likely hundreds of properties across the Province that may have had limited, historic waste uses, which could also face this threat;

And Whereas Bill 197 established a veto for Municipalities within 3.5 kms of a new landfill, which reflected the need for local government and community approval of landfill sites;

And Whereas the approach being taken for this property disregards the importance of our rural communities, and local voices, in determining appropriate landfill sites within their communities:

Cont'd...

Now Therefore to ensure that other Municipal Councils and communities know about what is happening in Dresden, and the potential risk to their community if this approach is taken by the Province, Council requests that the Mayor's Office write a letter to all other Ontario Municipalities, AMO, ROMA and FCM:

1. Advising them of this issue and the risks to their community if a similar approach is taken for other historic landfill properties; the possibility of the Ontario government setting a precedence and
2. Requesting their support in opposing this approach and ensuring that full Environmental Assessments are required for all landfills and that municipalities have a strong voice in determining appropriate locations for landfills in their communities."

Thank you for your time and attention to this important matter.

Sincerely,



Darrin Canniff, Mayor/CEO
Municipality of Chatham-Kent



Resolution

Meeting Date: May 12, 2025

Resolution No. 2025-093

Moved: Councillor Prendergast

Seconded: Councillor Andrews

Responsible Growth and Opposition to Elements of Bill 5

Whereas the Government of Ontario has introduced Bill 5: Protecting Ontario by Unleashing Our Economy Act, 2025, which proposes substantial changes to environmental planning legislation, including the repeal of the Endangered Species Act and the creation of “Special Economic Zones” that may override local planning authority; and

Whereas the Town of Orangeville supports increasing housing supply and economic growth, but believes this must be achieved without undermining environmental protections or compromising the integrity of municipal planning processes; and

Whereas Bill 5, as proposed, risks weakening safeguards for Ontario’s natural heritage and reducing the role of municipalities in managing growth in a responsible and locally informed manner;

Now therefore be it resolved that Council for the Town of Orangeville:

- Opposes the provisions in Bill 5 that would reduce environmental protections or override municipal planning authority;
- Urges the Province of Ontario to advance housing and infrastructure growth through policies that respect sound environmental planning principles and uphold the planning tools available to local governments;
- Directs that this resolution be forwarded to:
 - The Honourable Doug Ford, Premier of Ontario
 - The Honourable Rob Flack, Minister of Municipal Affairs and Housing
 - The Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks
 - The Honourable Sylvia Jones, Deputy Premier, Minister of Health and MPP for Dufferin–Caledon
 - The Association of Municipalities of Ontario (AMO)
 - All Ontario municipalities for their awareness and consideration.

Result: Carried Unanimously



www.springwater.ca
2231 Nursery Road
Minesing, Ontario
L9X 1A8 Canada

The Right Honourable Mark Carney
pm@pm.gc.ca

Sent via electronic mail

May 8, 2025

Dear Right Honourable Mark Carney

At its Regular meeting on May 7, 2025, the Township of Springwater's Council passed resolution C196-2025 Redistribution of the Land Transfer Tax and GST to Municipalities for Sustainable Infrastructure Funding.

Resolution C196-2025

Moved by: Cabral

Seconded by: Fisher

Whereas municipalities face growing infrastructure needs, including roads, bridges, public transit, water systems, and other critical services, which are essential to community well-being and economic development; and

Whereas the current sources of municipal revenue, including property taxes and user fees, are insufficient to meet these increasing demands for infrastructure investment; and

Whereas the Province of Ontario currently collects the Land Transfer Tax (LTT) on property transactions in municipalities across the province, generating significant revenue that is not directly shared with municipalities; and

Whereas the Federal Government collects the Goods and Services Tax (GST) on property transactions, a portion of which could be directed to municipalities to address local infrastructure needs; and

Whereas redistributing a portion of the Provincial Land Transfer Tax and GST to municipalities would provide a predictable and sustainable source of funding for local infrastructure projects without creating a new tax burden on residents or homebuyers; and

Whereas a redistribution of a portion of the existing Land Transfer Tax and GST would allow municipalities to better plan and invest in long-term infrastructure initiatives, supporting local economic growth and improving the quality of life for residents;

Now Therefore Be It Resolved That the Township of Springwater formally requests the Provincial Government to consider redistributing a portion of the Land Transfer Tax collected on property transactions to municipalities; and

Further Be It Resolved That Township of Springwater calls on the Federal Government to allocate a percentage of the GST collected on property sales to municipalities; and

Further Be It Resolved That this redistribution of the Land Transfer Tax and GST should be structured to provide predictable and sustainable funding to municipalities, allowing for better long-term planning and investment in infrastructure projects that benefit local communities, thus ensuring that local governments receive a fair share of the revenue to address critical infrastructure needs; and

Further Be It Resolved That copies of this resolution be forwarded to the Right Honourable Prime Minister Mark Carney, the Right Honourable Premier Doug Ford, the Ontario Minister of Finance, the Minister of Municipal Affairs and Housing, MP Doug Shipley and MPP Doug Downey; and

Further Be It Resolved That copies of this resolution be forwarded to all 444 Municipalities in Ontario, the Federation of Canadian Municipalities (FCM), and the Association of Municipalities of Ontario (AMO) for their endorsement and advocacy.

Carried

The Clerk's Department can be reached via email at clerks@springwater.ca or by phone at 705-728-4784, Ext. 2304.

Regards,



Cayla Reimer
Deputy Clerk,
Township of Springwater

cc: Hon. Doug Ford, Premier
Hon. Peter Bethlenfalvy, Ontario Minister of Finance
Hon. Rob Flack, Minister of Municipal Affairs and Housing
Hon. MP Doug Shipley
Hon. MPP Doug Downey
All Ontario Municipalities
Association of Municipalities of Ontario

NEWS RELEASE

Ontario and Manitoba Sign Memorandum of Understanding to Tear Down Interprovincial Trade Barriers

Provinces working together to protect workers and businesses by unlocking free trade across Canada

May 14, 2025

[Office of the Premier](#)

[Economic Development, Job Creation and Trade](#)

[Intergovernmental Affairs](#)

TORONTO — Today, Ontario Premier Doug Ford and Manitoba Premier Wab Kinew signed a memorandum of understanding (MOU) to support the removal of barriers to trade between their two provinces. This latest MOU follows the recent signings of [MOUs in support of free trade with Nova Scotia and New Brunswick](#), as well as the recent introduction of the *Protect Ontario Through Free Trade Within Canada Act*. This act is a nation-leading piece of legislation designed to break down barriers to the free trade of goods and services and the movement of qualified, in-demand workers throughout Canada, to help Ontario and Canada withstand the impact of U.S. tariffs and whatever other challenges may come our way.

“Working together with provinces and territories across Canada, we are building a stronger, more competitive and more resilient economy that will protect our workers and communities and tie our country together,” said Premier Ford.

“Today’s MOU is just the latest step we are taking to unlock the enormous potential of true free trade within Canada, which will lower costs for families and add up to \$200 billion to our national GDP. I’m grateful to Premier Kinew for his partnership and leadership in getting this MOU done and I look forward to signing additional MOUs with other provinces as we move forward.”

[Through the MOU signed today](#), Ontario and Manitoba are agreeing to boost the flow of goods, services, investment and workers, including through direct-to-consumer sales of alcohol and improved interprovincial labour mobility. In 2021, the value of total interprovincial trade between Ontario and Manitoba stood at \$19.5 billion.

“We’re facing a tariff war on two fronts and now is the time to build up this country we love so much,” said Premier Kinew. “Through this agreement with Ontario, we will unlock more economic opportunities for people in both provinces. As premiers, we are all working toward the common goal of powering our Canadian economy toward the future.”

Ontario is continuing to work with the federal government and other provinces and territories to tear down internal trade barriers and unlock the full potential of our national economy. Ontario is also continuing to push the federal government for the swift approval and funding of nation-building projects that will support economic growth and tie the country together, including new pipelines, railways, airports and seaports.

Ontario is Canada's largest player in interprovincial trade. Two-way trade in goods and services between Ontario and other provinces and territories was worth over \$326 billion in 2023. The Ontario government will continue to work with its federal, provincial and territorial partners through the Canadian Free Trade Agreement (CFTA) and other trade-enhancing initiatives to advance interprovincial trade across Canada.

Quick Facts

- Ontario is also launching the new \$50 million [Ontario Together Trade Fund](#) to assist local businesses in taking advantage of new interprovincial trade opportunities.
 - Among Manitoba’s top exports to Ontario are canola oil products and conventional crude oil; among Ontario’s top exports to Manitoba are household goods, food and beverages.
 - In 2023, Ontario exported \$183.9 billion of goods and services to other provinces and territories and imported \$142.7 billion, resulting in two-way trade of \$326.6 billion and a trade surplus of \$41.2 billion.
 - Thirty-five per cent of Canada’s overall trade takes place within its own borders.
-

Quotes

"Under the leadership of Premier Ford, Ontario is leading the way in breaking down interprovincial trade barriers, resulting in new opportunities for job creation, economic growth, and investment attraction. Today's MOU signing marks another important partnership on the path to enhanced resilience, and we look forward to seeing workers in both Manitoba and Ontario benefit from increased access to new markets."

- Vic Fedeli

Ontario's Minister of Economic Development, Job Creation and Trade

Additional Resources

- [Memorandum of Understanding between Ontario and Manitoba](#)

Media Contacts

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Premier's Office

Hannah.Jensen2@ontario.ca

Jennifer Cunliffe

Minister Fedeli's Office

Jennifer.Cunliffe@ontario.ca

Media Relations

Communications Branch

economy.media@ontario.ca

Accessibility

Privacy

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Summary of Outstanding Reports

Meeting Date: Wednesday, May 21, 2025

Report #: 2025-0521-LLS-R25-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
2024-11-28	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
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
2025-05-12	139-2025 Moved By Dennis Rogers Seconded By Gary McNamara That the County Treasurer discuss targeted municipal property tax relief with the Treasurers of the local lower-tier municipalities, in order to make suggestions to provide relief to business impacted by recently imposed tariffs, and report back to County Council regarding same. <i>(Note: this is a follow up from 2025-0507-FIN-R12-MR Canada First</i>	Assigned Melissa Ryan	TBD

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
	<i>Strategy-County Procurement – Originally brought forward by resolution 057-2025)</i>		

Recommendation

That Essex County Council receive report number 2025-0521-LLS-R25-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



Essex County Library Board Regular Meeting Minutes

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

Wednesday, March 26, 2025

**Council Chambers, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6**

Mission

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

Vision

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

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

Members:

Joe Bachetti, Chair
Tracey Bailey
Sherry Bondy, Vice Chair
Terry Burns
Chris Gibb
Heather Latam
Lauren Segedin

Administration:

Bianca Batto, Coordinator HR
Adam Craig, Chief Librarian/C.E.O.
Manuela Denes, Manager, Community Services
Natalie Hatch, Manager, Support Services

Essex County Library Board Minutes
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Grant Munroe, Manager, Public Services

6:00 PM Regular Meeting

1. Land Acknowledgement

We begin by acknowledging that 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 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.

2. Recording of Attendance

Members of the Essex County Library Board attended the meeting in Council Chambers.

Ms. Bailey and Ms. Segedin were not in attendance.

3. Approval of the Agenda

25/06

Moved by Mr. Gibb

Seconded by Mr. Burns

That the Agenda be accepted as distributed.

Carried

4. Adoption of Regular Meeting Minutes

25/07

Moved by Ms. Latam

Seconded by Ms. Bondy

That the minutes of the February 26, 2025 Regular Meeting of Essex County Library Board be adopted as presented.

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Carried

5. Consent Agenda

A) Chief Executive Officer's Report

2025 will mark the 5th year of the Seed Library program. This program has gained popularity with patrons and ECL has distributed over 25,000 packets of seeds over the last 4 years.

Mr. Craig and Ms. Bondy have delivered Strategic Plan presentations to councils of Essex, Tecumseh, Lakeshore, and Amherstburg; with the remaining municipalities scheduled for late March and early April.

ECL hosted a seminar on memory and aging with Dr. Renee Bliss from the University of Windsor as well as a session on dementia presented by Rosemary Fiss from the Alzheimer's Society.

Statistics were shared with the Board.

25/08

Moved by Mr. Gibb

Seconded by Mr. Burns

That the Board receive the consent items: CEO report for information.

Carried

Essex County Library Board Minutes
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6. Reports

A) Health and Safety Policy Report – Personal Protective Equipment and Lock-Out/Tag-Out

During the summer of 2024, management underwent a Job Hazard Analysis for the Driver/Handyperson role, in which risks and hazards were identified and control measures were put forward.

Over the course of 2025, management will be implementing the control measures gradually. Two measures being implemented in the first quarter of 2025 are the appended Personal Protective Equipment (PPE) policy and the Lock-Out/Tag-Out policy.

25/09

Moved by Mr. Gibb

Seconded by Ms. Bondy

That the Board receive the Health and Safety Report for information; and, approve the PPE policy and the Lock-Out/Tag-Out policy.

Carried

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B) Branch Report – Municipality of Lakeshore

This report addresses the branches of Lakeshore/Toldo, Woodslee, Comber, and Stoney Point.

A 10-year statistical history was provided for these branches. 2024 shows various declines in circulation and active memberships at all branches, however, these branches are currently experiencing upward trends so far in 2025. Management is investigating possible causes for the declines.

The Lakeshore/Toldo branch is experiencing a 19% increase in weekly attendance. This increase in visitors has resulted in a need for more furniture in the branch.

Hours of operation were adjusted early 2024 for the Woodslee branch. The shift caused temporary challenges to patrons, but Woodslee has seen a 300% increase in programming attendance since.

From September 2024 through to February 2025, the Stoney Point branch was closed due to air quality concerns. During that time, the Comber branch expanded service to accommodate the Stoney Point community and offered a variety of successful programs and events.

25/10

Moved by Mr. Burns

Seconded by Ms. Latam

That the Board receive the Branch Report – Municipality of Lakeshore for information.

Carried

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C) Support Services Report

On February 27, the ECL Mobile Application ("App") was launched to the public. Since then, there have been a total of 1,142 installations.

Support Services is currently working on the redesign of the library website. The new design focuses on accessibility, readability, and ease of use for patrons. The Board received a demonstration of the website.

Essex County Library and the County of Essex IT departments met to discuss the intent of identifying areas in which it would be mutually beneficial to share workload and/or infrastructure.

ECL has migrated to a new provincial Interlibrary Loan system, *Worldshare*. With this new system, ECL could create their own preferred borrowers/lenders. Administration has reached out to Windsor Public Library (WPL) to inquire about the possibility of creating a combined "lending group" between ECL and WPL. This group could result in reduced postage costs and faster turn-around for patrons in Windsor-Essex.

25/11

Moved by Ms. Latam
Seconded by Mr. Gibb

That the Board receive the Support Services Report for information.

Carried

7. New Business

A) Motion

There were no motions.

B) Notice of Motion

There was no notice of motion.

Essex County Library Board Minutes
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8. Communication

A) Amherstburg Library Facility Review

Mr. Gibb advised the Board that the Town of Amherstburg is expected to begin searching for a new location for the Amherstburg branch in April. The timeframe for the project is to be determined.

B) Performance Appraisal for the CEO

Mr. Bachetti advised that the Board will be addressed in June regarding a performance appraisal for Mr. Craig, CEO, as per the *CEO Evaluation Policy*.

C) Town of LaSalle Strategic Plan Presentation

Mr. Burns personally thanked Ms. Bondy and Mr. Craig for presenting the ECL strategic plan at the Town of LaSalle Council Meeting on March 25.

9. Date and Location of Next Meeting

Date: Wednesday, April 30, 2025

Location: Council Chambers, County of Essex Administration Building

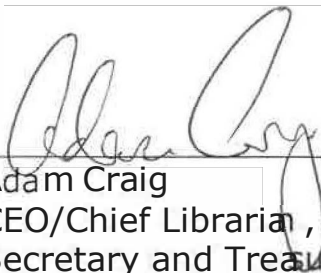
10. Adjournment

Upon motion of Ms. Latam and Mr. Gibb, the Chair declared the meeting adjourned at 6:34 PM.

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Joe Bachetti
Chair - Essex County Library Board



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



Essex-Windsor Solid Waste Authority Regular Board Meeting MINUTES

Meeting Date: Tuesday, March 4, 2025

Time: 4:00 PM

Location: Essex County Civic Centre
Council Chambers, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6

Attendance

Board Members:

Gary McNamara – Chair	County of Essex
Michael Akpata	County of Essex
Rob Shepley	County of Essex
Gary Kaschak – Vice Chair	City of Windsor
Jim Morrison	City of Windsor

EWSWA Staff:

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

City of Windsor Staff:

Tony Ardovini	Deputy Treasurer Financial Planning
Jim Leether	Manager of Environmental Services
Mark Spizzirri	Manager of Performance Management and Business Case Development

County of Essex Staff:

Melissa Ryan	Director of Financial Services/Treasurer
David Sundin	Solicitor/Interim Director, Legislative and Community Services

Absent:

Drew Dilkens	City of Windsor (Ex-Officio)
Hilda MacDonald	County of Essex
Kirk Walstedt	County of Essex
Kieran McKenzie	City of Windsor
Mark McKenzie	City of Windsor

1. Call to Order

The Chair called the meeting to order at 4:00 PM.

2. Declaration of Pecuniary Interest

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

3. Approval of the Minutes

Moved by Michael Akpata

Seconded by Gary Kaschak

That the minutes from the Essex-Windsor Solid Waste Authority Regular Meeting, dated February 4, 2025, be **approved and adopted**.

**25-2025
Carried**

4. Business Arising from the Minutes

No items were raised for discussion.

5. Waste Diversion

A. Circular Materials Notice Re: Single-Stream Recycling

The General Manager presented the report regarding the correspondence received from Circular Materials (CM) on October 10, 2024, regarding the change from a dual-stream recycling system to a single-stream recycling system effective January 1, 2026, for all Eligible Sources (ES) in the City of Windsor (City) and seven County of Essex (County) municipalities.

Due to the lack of response or sense of urgency by CM regarding the Authority's concerns, Administration is recommending a letter signed by the General Manager, Chair and Vice Chair be issued to the CM President and Board of Directors. A draft letter that refers to the regulations is attached to the report.

The following are concerns raised by Authority Administration that have not yet been resolved:

- The timing of the single-stream launch may confuse residents with the Green Bin Program launch and cart roll-out.
- How will Circular Materials address capacity issues in households that normally require more than one cart to set out their recycling? Will loose cardboard be allowed alongside the 95G cart? CM has confirmed that

their collection contractor, GFL, will not be collecting loose cardboard at the curb. This is a significant issue.

- What is the plan to reuse/recycle currently used recycling boxes/carts that may not be compatible with the new 2026 program? CM has stated that the bins are not their assets so it is their position that the communications regarding what to do with them is not their responsibility and further they should not be communicating on something that is not theirs. Administration is looking for a definitive answer on how they will support the Authority so the bins are not disposed of in the Regional Landfill.

The Chair asked if there were any questions.

Mr. Kaschak stated he is in support of the letter being sent to CM.

Mr. Morrison commended Administration for moving forward with this. He asked if there is anyone at the provincial level or AMO that could help with this.

The General Manager noted that the Ministry of Environment and Conservation and Parks (MECP) has tasked the Resource Productivity and Recovery Authority (RPPRA) with the responsibility of enforcing the program per the regulations. She noted that the Chair and Vice Chair also suggested reaching out to the local MPPs. She noted that some of the issues may not get resolved but ultimately CM is required to pick up the material, per the regulation. If there is no resolution, residents will need to call and say that their material is not being picked up. She noted that a 95-gallon cart may be good for most residents but for anyone who puts out a lot of material, it may not be sufficient. The material will need to be packed properly. CM has stated that they are responsible for the program and therefore they can operate the way they want.

Mr. Morrison noted the frustration and to advocate the best we can.

Mr. Akpata asked why is CM making this difficult.

The General Manager responded that it comes down to cost. It is the Authority's understanding that GFL was the only bid in the region in response to CM's collection RFP. GFL's bid included moving to 95-gallon automated collection in 2026. The single-stream process causes less wear and tear on vehicles and is more efficient resulting in cost savings.

The Manager of Waste Diversion noted that CM has been challenging to work with on this single-stream collection change. The Authority's letter may encourage CM to approach GFL to pick up all the material. The Authority won't be backing down on addressing uncollected material and if enough calls are received from residents, the Authority will push additional communications to residents to contact CM.

The Chair commented that it has taken decades to work with residents to recycle properly. He will have a difficult time if they leave material at the curb. This region has been an example for the province on how recycling should be done and hopefully, we will receive support from other jurisdictions.

Mr. Kaschak commented that the inconsistencies across the province do not help.

The Manager of Waste Diversion noted that the communications department at CM has been the most receptive. They understand the importance of onboarding the residents. She indicated possibly forming a working group to assist and encourage residents to continue to recycle.

There were no further questions.

Moved by Gary Kaschak

Seconded by Rob Shepley

That the Board **receive** this report as information and **direct** Administration to issue formal communication co-signed by the Authority Chair, Vice-Chair and General Manager to Circular Materials requesting a timely resolution to all outstanding concerns regarding recycling program changes being implemented on January 1, 2026.

**26-2025
Carried**

B. Non-Eligible Recycling Program Update

The Manager of Waste Diversion provided an update to the Board on the Non-eligible Source Recycling (NES) program. She explained the approach that Administration intends to utilize to facilitate discussions and ultimately assist the Board in deciding whether to continue providing the service beyond December 31, 2025.

Authority Administration will prepare a detailed analysis of the existing program. The findings will be presented to the Board at a future meeting. Upon completion of the evaluation, a recommendation will be brought forward on how to proceed in 2026.

As outlined in the report, the following steps will be taken and data gathered in the following areas:

Step 1: Secure Processing Capacity with the Current Processor HGC

Step 2: Collection Options and Analysis

Step 3: Data

Step 4: Program Parameters

Step 5: NES at Authority Depots

Both the 2024 and 2025 costs will form part of the financial analysis. The City will provide 2024 actual costs shortly.

The Chair asked if there were any questions.

Mr. Kaschak commented that we don't want to leave these goods at the road but cost is key.

Moved by Rob Shepley

Seconded by Jim Morrison

That the Board **receive** the report as information.

**27-2025
Carried**

C. Annual Municipal Calendar Development Process Update

The Manager of Waste Diversion provided an update on the new "enhanced" development process of the 2026 municipal collection calendars.

In January, a thorough review of the process was conducted. A meeting was also held with municipal partners to address their concerns. As a result of this meeting, the following enhanced process was developed. The Manager of Waste Diversion described the new process that includes increasing the timeline from 4 to 8 months and a two-stage development process with sign-offs by municipalities at each stage. There are no financial implications at this time. She noted that more staff time will be required and staff resources will be monitored.

The Chair asked if there were any questions.

Mr. Morrison stated that he received emails from residents that the City collection calendar had the wrong information.

The Manager of Waste Diversion responded that the Authority's Communications Coordinator shared this information with the City and is working with City staff to have this corrected.

Mr. Shepley commented that he appreciates all the work at the Authority has put into this process.

There were no further questions.

Moved by Rob Shepley

Seconded by Gary Kaschak

That the Board **receive** this report as information.

28-2025

Carried

6. Waste Disposal

A. Budget Update: Cell 5N Construction at the Regional Landfill

The Manager of Waste Disposal stated the purpose of the report was to request the Board's approval for an increase in the upset limit for the Cell 5 North Construction project to cover additional costs due to unexpected increases in estimated sand and unusable soil quantities. Although the project is not expected to be completed until approximately July 2025, the project will exceed the original upset limit that was previously approved by the Board.

The original quantities for procurement were overseen by WSP (Engineering Consultant), however, it is noted that the quantities provided within the Tender were estimates, which may not have accurately reflected the actual quantities at the start of the project. The Authority has requested WSP provide a detailed estimate of the project's final cost including all work to date and anticipated future work. The Manager of Waste Disposal referred to Table 1 on page 30 of the agenda package which included a financial summary of the significant variances to the tender prices which resulted in a difference of \$1,146,826, excluding HST. There are no financial implications to the 2025 budget. As part of the 2026 Operating Plan and Budget, Administration will attempt to provide cost saving measures and other revenue generating strategies to reduce the financial impact associated with the increased cost of the project.

The Chair asked if there were any questions.

Mr. Morrison asked if the contractor was absorbing any of the costs and if the contractor should have conducted testing.

The Manager of Waste Disposal responded that soil boring tests were conducted by WSP. The contractor is under obligation to build according to the specifications. The quantity of unusable material has to be trucked somewhere and there is a cost associated with this. The contractor is not guaranteed what is in the ground.

Mr. Morrison commented that this will affect the budget in 2026. He asked if the forecasted 4.1% annual increase in the municipal assessment would be in jeopardy.

The General Manager responded that while Administration would have preferred knowing the volume of unusable material at the onset of the project, the cost would likely still be the same because the contractor is paid based on the number of cubic metres of material moved. As for the financial implication, the cost of cell development is spread out over the remaining useful life of the landfill. The figures are based on the estimated cost for the remaining cells to be developed through 2040. This will impact 2026 through 2040 as estimates are prepared. The final financial implications will be determined once the cell is

complete and all costs have been finalized. When there is a cell development, a survey is completed and the beginning and end of the project in order to determine actual quantities. Some savings may be realized at the end of the project when the final survey is completed.

Further discussion took place regarding the uncertainty of the material found during the excavation of large areas of land. Even with sampling in place, it is often difficult to be certain of the nature of the material being excavated.

Moved by Gary Kaschak

Seconded by Rob Shepley

That the Board **approve** the request for an increase in the upset limit for the Regional Landfill, Cell 5 North Construction (Tender Contract 9-2024) with a revised upset limit from \$12,035,300 (plus HST) to \$13,182,126 (plus HST).

29-2025
Carried

7. Finance and Administration

A. Appointment of External Auditor 2025 to 2029

The Manager of Finance presented the report and recommended that the Board approve the reappointment of KPMG LLP (KPMG) as the Authority's external auditor for a five-year term commencing on January 1, 2025.

He noted that KPMG is also the external auditor for both the County and the City. Further, since the Authority's financial statements are consolidated with the County and the City, utilizing the same auditor provides efficiencies during the audit process and cost-savings. KPMG was also reappointed as the County's auditor.

The actual cost of audit fees of \$17,000 for 2025 will result in a \$2,000 unfavourable variance compared to the \$15,000 estimate presented in the 2025 Operational Plan and Budget.

Moved by Rob Shepley

Seconded by Jim Morrison

That the Board **approve** the reappointment of KPMG LLP as the Essex-Windsor Solid Waste Authority external auditor for a five-year term commencing on January 1, 2025.

30-2025
Carried

8. New Business

No new items were presented.

9. Other Items

No other items raised for discussion.

10. By-Laws

A. By-Law 6-2025

Moved by Gary Kaschak

Seconded by Michael Akpata

That By-Law 6-2025, Being a By-Law to **reappoint** KPMP LLP as the Essex-Windsor Solid Authority External Auditor for a five-year term commencing January 1, 2025.

**31-2025
Carried**

B. By-Law 7-2025

Moved by Gary Kaschak

Seconded by Jim Morrison

That By-Law 7-2025, being a By-law to Confirm the Proceedings of the Board of the Essex-Windsor Solid Waste Authority be given three readings and be **adopted** this 4th day of March, 2025.

**32-2025
Carried**

11. Next Meeting Dates

Tuesday, April 1, 2025

Tuesday, May 6, 2025

Tuesday, June 3, 2025

Wednesday, July 9, 2025

Wednesday, August 13, 2025

Wednesday, September 10, 2025

Tuesday, October 7, 2025

Tuesday, November 4, 2025

Tuesday, December 2, 2025

12. Adjournment

Moved by Rob Shepley

Seconded by Jim Morrison

THAT the Board stand **adjourned** at 5:04 PM.

**33-2025
Carried**

All of which is respectfully submitted.



Gary McNamara
Chair



Michelle Bishop
General Manager



Administrative Report

To: Warden MacDonald and Members of Essex County Council

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

Date: Wednesday, May 21, 2025

Subject: WEOHT – Amended Collaborative Decision-Making Agreement

Report #: 2025-0521-CAO-R06-SZ

Purpose

The purpose of this Administrative Report (the "**Report**") is to provide County Council with the history of the County's involvement in the Windsor-Essex Ontario Health Team ("**WEOHT**") and to seek County Council's confirmation that an amended Collaborative Decision-Making Agreement ("**CDMA**") may be signed by the Clerk and the Warden.

Background

In May of 2019, the then CAO, Robert Maisonville, presented Report # 2019-0515-ADM-R08-RM, Ontario Health Teams – County Participation (the "**2019 Report**"), to County Council. For ease of reference, the 2019 Report is appended to this Report as **Appendix A**.

The 2019 Report informed Council of the following:

- (1) That the Province had introduced Bill 74, *The People's Health Care Act, 2019*, which created a new agency called Ontario Health, would be phasing out the Local Health Integrated Networks ("**LHINs**") and would focus on the establishment of local Ontario Health Teams ("**OHTs**").
- (2) The intent was that the OHTs would provide for a full continuum of care, connecting patients and families with health providers and services.
- (3) In response to the move to OHTs and away from LHINs. Hotel-Dieu Grace Healthcare took the lead in exploring the formation

of the WEOHT.

- (4) The County was approached and asked to participate in the WEOHT in 3 areas, namely (1) the County as an upper tier municipal government, (2) Essex Windsor Emergency Medical Services ("**EMS**") as an emergency health service, and (3) the Sun Parlor Long Term Care Home ("**SPH**") as a long-term care home service.

Following receipt of the 2019 Report, County Council authorized the following:

- (1) a collaborative submission creating one OHT for the Essex-Windsor Region;
- (2) the sharing of information and data with the to be created WEOHT; and
- (3) that the Clerk and Warden be authorized to execute any documents required to establish participation in the WEOHT.

Since the 2019 Report, and the subsequent direction from Council, the County, EMS, and SPH have entered into a CDMA for the WEOHT. A copy of the original CDMA is appended to this Report as **Appendix B** for ease of reference.

Discussion

The County, EMS, and SPH all executed the original CDMA in 2022 following formal approval of the formation of the WEOHT being obtained from the Province.

The Steering Committee of the WEOHT is now calling for amendments to the CDMA, which are outlined in the draft amended CDMA appended to this Report as **Appendix C**.

The amended CDMA will result in the Steering Committee having 3 County representatives, with a member of County Administration representing the County (recommended to be the CAO), the Chief of EMS representing EMS, and the Administrator(s) of SPH representing SPH.

The fact that the CDMA is being amended was a good opportunity to bring this matter before Council for information and further discussion.

Financial Implications

There are no financial implications to the County for being a party to the WEOHT or for executing the amended CDMA. All funding for WEOHT is from provincial dollars, which can be explained in more detail when the Executive Director of WEOHT appears before Council to provide an update on the operations of the WEOHT.

Consultations

During the drafting of this Report consultations were held with the current Administrators of SPH, the Chief of EMS, and David Sundin in his role as County Solicitor.

Strategic Plan Alignment

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

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Administrative Report

May 21, 2025

WEOHT – Amended Collaborative Decision-Making Agreement

Recommendation

That Essex County Council:

- (1) receive Report 2025-0521-CAO-R06-SZ, WEOHT – Amended Collaborative Decision-Making Agreement as information; and
- (2) reconfirm that the amended Collaborative Decision-Making Agreement may be executed by the Clerk and the Warden on behalf of the CAO representing the County as a municipal government, by the Chief of EMS on behalf of Essex-Windsor Emergency Medical Services, and by the Administrator(s) of SPH on behalf of the Sun Parlor Long Term Care Home.

Approvals

Respectfully Submitted,

Sandra Zwiers

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

Appendix	Title
A	Report of Robert Maisonville, being Report # 2019-0515-ADM-R08-RM
B	Fully Executed Collaborative Decision-Making Agreement
C	Draft Amended Collaborative Decision-Making Agreement



Administrative Report

Office of the Chief Administrative Officer

To: Warden McNamara and Members of County Council

From: Robert Maisonville
Chief Administrative Officer

Date: May 15, 2019

Subject: Ontario Health Teams – County Participation

Report #: 2019-0515-ADM-R08-RM

Purpose

To advise and seek support of County Council for County inclusion in a collaborative submission by the Windsor Essex community of the Ontario Health Team Self-Assessment Form for the development and exploration of a regional Ontario Health Team (OHT) for Windsor Essex.

Background

On February 26, 2019, the Province introduced Bill 74, *The People's Health Care Act, 2019*. If passed, Bill 74 will guide the restructuring of the health care system in the province. The intent of the legislation is to build a connected health care system centred around patients, families and caregivers; streamline navigation of services; reduce fragmentation; improve access to secure digital tools and improve patient experience and access to services.

The focus of Bill 74 is the creation of a new agency called Ontario Health, phasing out the Local Health Integrated Networks (LHIN) and the establishment of local Ontario Health Teams (OHT). These OHTs would be clinically and fiscally responsible for the full continuum of care, connecting patients and families with health service providers and services. The initial introduction of OHTs is voluntary and intended to be phased in over several

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Ontario Health Teams – County Participation

years. At maturity, it is expected that there will be approximately 30-50 OHTs, serving a population base of 50,000 to 300,000 (flexibility on size).

Providers and organizations eligible to become an OHT include, but are not limited to, at least three of the following types of service providers:

- Primary care;
- Secondary care;
- Home care or community support services;
- Mental health or addictions;
- Health promotion and disease prevention;
- Long-term care home services;
- Palliative care services;
- Emergency health services;
- Any other prescribed health care service or non-health service that supports the provision of health care services.

Discussion

In response to the Provincial government's announcement of Bill 74, regional health service providers have proactively engaged in discussions on the development of a Windsor Essex OHT. Unlike many other jurisdictions in the province, Windsor Essex is very fortunate to enjoy strong collaborative and supportive relationships across health sector organizations and municipal boundaries.

Hotel-Dieu Grace Healthcare is coordinating the completion and submission of the OHT Self-Assessment Form on behalf of the Windsor Essex health care providers. Provided below is a preliminary list of organizations presently engaged:

- Hotel-Dieu Grace Healthcare
- Windsor Regional Hospital
- Erie Shores Healthcare
- City of Windsor
- County of Essex
 - Essex-Windsor EMS / Community Service – Housing with Supports / Sun Parlor Home
- Canadian Mental Health Association
- Windsor Essex County Health Unit
- House of Sophrosyne
- Alzheimer's Society
- Family Health Teams

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May 15, 2019

Ontario Health Teams – County Participation

- Family Services Windsor Essex
- Windsor-Essex Community Health Centre

The Province has outlined a multi-staged readiness assessment process to become an OHT:

- The first step is **Self-Assessment**, an open call of interested groups of providers and organizations assessment of their readiness based on application criteria as set out in the Provincial *Ontario Health Teams: Guidance Document for Health Care Providers and Organizations*. The first call for self-assessment opened on April 3, 2019, with a deadline submission to the province of May 15, 2019. ***Note that Council approval is not required for the submission date, given the tight timeframe. Further, the application process is not intended to create any contractual or other legally enforceable obligation on the Ministry, the applicant or anyone else.***
- Based on the Self-Assessment evaluations, select groups will be invited to the second step, submission of **Full Application**.
- Then, based on Full Application scoring, a short list of groups will be selected for **In-Person Visits** in order to identify those most ready to begin implementation of the OHT model.

It is important to note that this exercise is not a pilot project, the process will continue with further application dates to be communicated at a later date until full provincial coverage is achieved. All groups who participate in the self-assessment process will receive access to supports that will help improve readiness for eventual implementation of the OHT model.

Given the breadth of organizations and the tight timeframe for submission, it is anticipated that the Windsor Essex collaborative will be considered *In Development*, at this time. Participation at this early stage provides opportunities to help guide the process, receive supports for eventual implementation and highlight to the province the extensive collaboration that exists in Windsor Essex.

Financial Implications

Financial consideration are not known at this time.

Base program funding for both Essex Windsor EMS and Sun Parlor Home (SPH) is provided directly from the Ministry of Health and Long-Term Care

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May 15, 2019

Ontario Health Teams – County Participation

(MOHLTC), with minor program supports received through the Erie St. Clair LHIN, including a portion of the EMS - Vulnerable Patient Navigator program and SPH - Behavioural Support Team.

Funding for Housing with Supports is received through the City of Windsor as the regional Consolidated Municipal Service Provider (Community Homelessness Prevention Initiative (CHPI) funding).

It is anticipated that all health services related funding will eventually flow from the Ministry through the OHT to providers.

Recommendation

It is the recommendation of Administration:

- **That** County Council endorse a collaborative submission of the Ontario Health Team Self-Assessment Form, inclusive of the County of Essex health service provisions, creating one Ontario Health Team for the Windsor Essex community, understanding that the governance model has not yet been determined and will continue to evolve over time, and further;
- **That** County Council authorize Administration to participate and share information and data with the Windsor Essex collaboration group for the sole purpose of developing, implementing and making operational an Ontario Health Team, as long as it adheres to the requirements of any funding agreements and relevant information and Privacy Information Acts including, but not limited to, MFIPPA and PHIPA, and further;
- **That** the County Clerk and the Warden be authorized to execute any documents required to establish participation in the Windsor Essex Ontario Health Team.

Respectfully Submitted

Robert Maisonville

Originally Signed by

Robert Maisonville, Chief Administrative Officer



**WINDSOR ESSEX ONTARIO HEALTH TEAM
COLLABORATIVE DECISION-MAKING AGREEMENT**

This Collaborative Decision-Making Agreement is made and is first effective as of the Effective Date.

Between and Among:

The Corporation of the City of Windsor

The Corporation of the County of Essex

Windsor-Essex County Health Unit

Erie Shores Healthcare

Hôtel-Dieu Grace Healthcare

Windsor Regional Hospital

Essex-Windsor Emergency Medical Services

University of Windsor

St. Clair College

John McGivney Children's Centre

Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest

TransForm Shared Service Organization

Assisted Living Southwestern Ontario

Huron Lodge Long Term Care Home

~~**The Leamington United Mennonite Home and Apartments**~~

Sun Parlor Long Term Care Home

~~**Tilbury Manor Nursing Home**~~

The Amherstburg Family Health Team

Essex County Nurse Practitioner Led Clinic
Harrow Health Centre Inc.: A Family Health Team
Lakeshore Community Nurse Practitioner-Led Clinic
Erie Shores Family Health Team
Windsor Essex Community Health Centre
Windsor Family Health Team
Charity House (Windsor) o/a Brentwood Recovery Home
Bulimia Anorexia Nervosa Association
CMHA Windsor-Essex County
Children First in Essex County
~~**Erie St. Clair Clinic**~~
Family Services Windsor-Essex
House of Sophrosyne
Maryvale
Mental Health Connections
The United Church Downtown Mission of Windsor Inc.
Alzheimer Society of Windsor and Essex County
Community Support Centre of Essex County
~~**Home and Community Care Support Services Erie St. Clair**~~
Family Respite Services Windsor-Essex
The Hospice of Windsor and Essex County
Centres for Seniors

Pozitive Pathways Community Services

Saint Elizabeth Health

Victorian Order of Nurses for Canada – Ontario Branch

**WINDSOR ESSEX ONTARIO HEALTH TEAM
COLLABORATIVE DECISION-MAKING AGREEMENT**

WHEREAS the above referenced municipalities, hospitals, post-secondary institutions, long term care homes, healthcare providers, and service providers (the "**Team Members**") have formed the Windsor Essex Ontario Health Team (the "**Health Team**");

AND WHEREAS the Team Members, who are signatories to this Collaborative Decision-Making Agreement (the "**Agreement**"), wish to work together to achieve the shared objective of providing a continuum of integrated and coordinated care and support services to the persons to whom they provide healthcare and related services (the "**Shared Objective**");

AND WHEREAS the Team Members wish to establish procedures and processes to set out how Team Members will work together and make collaborative decisions to achieve the Shared Objective;

AND WHEREAS the Health Team has a Steering Committee comprised of Team Members from each of the sectors of the Health Team;

AND WHEREAS the Team Members wish to delegate the making of collaborative decisions to the Steering Committee;

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the Parties enter into this Agreement on the following terms:

1.0 ARTICLE 1 - Interpretation

1.1 **Definitions.** In this Agreement, the following terms have been defined as follows:

- (a) "**Agreement**" means this Collaborative Decision-Making Agreement, and includes any and all Schedules referred to in this Agreement, and includes any amendments that may be made to the Agreement and/or Schedules to the Agreement from time to time;

Collaborative Decision-Making Agreement

- (b) **"Business Day"**, means any working day, Monday to Friday, excluding statutory holidays observed in the Province of Ontario;
- (c) **"Confidential Information"** means information of Team Members, or any one or combination of Team Members, that by its nature is confidential and proprietary but does not include information that:
 - (i) was known to or received by the receiving Team Member(s) before its receipt from the disclosing Team Member(s) (unless acquired on a confidential basis, and such knowledge or receipt is documented);
 - (ii) was public knowledge at the time received by the receiving Team Member(s), or, later became public knowledge through no fault or disclosure of the receiving Team Member(s); and/or
 - (iii) was independently developed by the receiving Team Member(s) without reference to the Confidential Information previously disclosed by any Team Member.
- (d) **"Effective Date"** means the date that all Team Members execute this Agreement;
- (e) **"Health Team"** means the Windsor Essex Ontario Health Team comprised of the Team Members;
- (f) **"Participants"** means those entities that are parties to a Project Agreement but that are not Team Members;
- (g) **"Partnership Council"** means the members of the Health Team, the composition of which may change from time to time and which term is synonymous with "Team Members".
- (h) **"PCC"** means the Primary Care Council that is to be, or has been, established by the Health Team;
- (i) **"PFAC"** means the Patient/Client, Family, and Caregiver Advisory Council that is to be established by the Health Team;

Collaborative Decision-Making Agreement

- (j) **"Project"** means a collaboration on specific strategies, initiatives, programs, and services described in this Agreement;
- (k) **"Project Agreement"** means any agreement executed by participating Team Members, and, where applicable, Participants, that sets out the details about a specific Project;
- (l) **"Shared Objective"** means the shared objective of the Team Members of the Health Team of providing a continuum of integrated and coordinated care and support services to the persons to whom the Team Members provide healthcare and related services;
- (m) **"Steering Committee"** means the members of the Steering Committee of the Health Team that may be appointed to the Steering Committee from time to time by the Team Members; and
- (n) **"Team Members"** means the members of the Health Team, the composition of which may change from time to time.

- 1.2 **Non-Derogation.** Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy or its right to safeguard the quality of healthcare or related services provided by it, or to exercise their respective rights and meet their respective obligations under applicable laws and/or government funding agreements, and/or operations and initiatives unrelated to the Health Team.

2.0 ARTICLE 2 – Shared Vision, Guiding Principles, and Commitments

- 2.1 **Vision.** The Team Members share the following vision for the Health Team:

The Windsor Essex Ontario Health Team is a collective that is committed to collaboratively developing a Windsor Essex model that builds on our strengths, honours our differences, and recognizes and meets the unique and diverse needs of our community.

The Windsor Essex Ontario Health Team will enable patients, families, community agencies, and healthcare providers to work together in a new way, which over time

will develop innovative, locally driven solutions to meet the healthcare needs of our region.

2.2 **Guiding Principles.** The Team Members are committed to the following guiding principles for the Health Team:

- (a) to plan on behalf of our population and to act in the best interest of the patients, caregivers, and clients we serve;
- (b) to make decisions and take actions to achieve our shared vision and goal of improving health outcomes for the persons we serve;
- (c) to work in collaboration with patients, caregivers, clients, providers, partners, and community members;
- (d) to take a systems approach that emphasizes coordination and integration of care across sectors for the benefit of the persons we serve;
- (e) to celebrate diversity and seek to understand, recognize, support, accommodate, and protect cultural, religious, and other dimensions of diversity;
- (f) to be innovative and find new ways of working together that improve health in our community;
- (g) to strive to be compassionate, inclusive of all partners, and supportive of equality of all voices to support the building of a Health Team that reflects all in our community;
- (h) to pursue a model of distributed leadership that pursues good governance and is represented from each of the Health Team's respective sectors;
- (i) to build trust amongst our Team Members, with our partners, and within our community, by committing to transparency and ensuring ongoing engagement and communication;
- (j) to embed best practices, evidence, and a learning health system approach into everything the Health Team undertakes;
- (k) to be pragmatic and focused on achieving results for the good of the persons we serve;

Collaborative Decision-Making Agreement

- (l) to ensure change is managed thoughtfully to assess, mitigate, and monitor risks; and
 - (m) to act with integrity and hold ourselves accountable to our commitments.
- 2.3 **Values.** The Team Members endorse the following values for the Health Team:
 - (a) Respect and Dignity;
 - (b) Empathy and Compassion;
 - (c) Accountability;
 - (d) Transparency; and
 - (e) Equity and Engagement.
- 2.4 **Ontario Health Team.** The Health Team is designated as an Ontario Health Team under the *Connecting Care Act, 2019*, and, as such, the Health Team is the recipient of funding from the Ministry of Health and/or Ontario Health. Each of the Team Members may (subject to approval by their respective Boards of Directors/Councils, if required) contribute resources in the form of funds, people, capital, and/or facilities to the shared priorities of the Health Team, with such contributions to be made recognizing different abilities and depth in resources and funding.
- 2.5 **Disclosure, Minimizing Conflicts, and Transparency.** The Team Members agree that they will:
 - (a) engage in ongoing communication and disclosure and shall provide information to each other, to the extent permitted by law, to achieve the benefits of this Agreement;
 - (b) will try to eliminate, minimize, and/or mitigate any conflict between its obligations and relationships outside the Health Team with its obligations within the Health Team;
 - (c) upon becoming aware of any fact or circumstance that may harm the Health Team or another Team Member's ability to perform its obligations under this Agreement, it will promptly notify the Steering Committee of the nature of the fact or circumstance and its anticipated impact so that the Steering Committee, along with any affected Team

Member(s), may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

3.0 ARTICLE 3 - Governance

- 3.1 **Steering Committee.** The Team Members establish the Steering Committee as the collaborative decision-making body of the Health Team. The composition, mandate, and processes of the Steering Committee are set out in **Schedule "A"** attached to this Agreement.
- 3.2 **Patient/Client, Family, and Caregiver Involvement.** The Health Team shall establish a Patient/Client, Family, and Caregiver Advisory Council ("**PFAC**") at such time as the Steering Committee determines that it is appropriate to establish same. PFAC shall provide advice to the Health Team and will represent those seeking care or supporting those seeking care in the community and will represent the diversity of the Windsor-Essex region. The Ministry's Patient and Family Declaration of Values, a copy of which is attached to this Agreement as **Schedule "B"** shall be and is adopted by the Health Team.
- 3.3 **Primary Care Council.** The Health Team shall establish a Primary Care Council ("**PCC**") at such time as the Steering Committee determines that it is appropriate to establish same. The PCC shall provide advice to the Health Team with a focus on building clinical integration across the continuum of care. The PCC shall have representation from primary care physicians, specialists, nurse practitioners, physician assistants, and such other representatives as the Steering Committee may deem appropriate from time to time.
- 3.4 **Other Committees.** The Health Team, through its Steering Committee, may establish such further and other committees, subcommittees, and/or working groups as it may deem necessary and expedient from time to time.

4.0 ARTICLE 4 – Projects

- 4.1 **Implementation.** Any Project of the Health Team shall be implemented as follows:
 - (a) The Steering Committee may identify one or more initiatives, programs, and/or services as an opportunity for a Project;

Collaborative Decision-Making Agreement

- (b) The Steering Committee shall delegate that authority to a subcommittee, and which plan shall be guided by the shared vision, guiding principles, and commitments of this Agreement. Each plan shall set out relevant considerations, terms, and conditions for the specific Project;
- (c) Where appropriate, the Steering Committee, or a subcommittee tasked with a specific Project by the Steering Committee, shall develop a Project Agreement consistent with the plan developed for it, setting out the details of the Project, and including clear and transparent accountability measures. Unless a specific Project Agreement is implemented, this Agreement shall govern each Project, and no Project Agreement shall conflict with any term of this Agreement;
- (d) Before participating in any Project, each Team Member (and any other Participant) that wishes to participate shall ensure that its participation complies with any and all applicable laws, industry and professional standards, and its own policies, and that it has the necessary approval from its Board of Directors (if required);
- (e) Where appropriate, participating Team Members (and any other Participants) shall execute a Project Agreement in accordance with their own delegation of authority; and
- (f) Each Team Member (and any other Participant) participating in a Project shall maintain its own separate corporate governance structures throughout each Project, and shall retain all of its own books and records with respect to its participation in the Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members. All documents related to each Project shall be accessible to the other participating Team Members (and any other Participant) as required to enable them to meet any of their respective reporting requirements.

4.2 **Project Principles and Requirements.** Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

- (a) the scope of services to be provided by each Team Member (and any other Participant) and their respective accountabilities and responsibilities;

Collaborative Decision-Making Agreement

- (b) the specified strategic objectives and performance measures;
- (c) the costs and financial matters specific to the Project, including: budget, transfers of funds, payment terms, tax issues, set-offs, and cost allocations;
- (d) the in-kind resource contributions;
- (e) the human resource considerations;
- (f) the reporting and audit compliance requirements;
- (g) the third-party approvals that may be required;
- (h) any intellectual property considerations;
- (i) data sharing agreements;
- (j) an annual evaluation to review and monitor progress, determine value, and achievement of progress and desired outcomes;
- (k) conflict resolution processes;
- (l) the term, and clauses related to termination, withdrawal, and expulsion from the Project, and any consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of participation in the Project or termination of the Project; and
- (m) the liability, indemnification, and insurance requirements.

5.0 ARTICLE 5 –Integration with Others

- 5.1 Voluntary Integration with Others.** If a Team Member is contemplating an integration of services with another entity that will have a significant impact on its ability to meet its obligation to the Health Team pursuant to the terms of this Agreement, then it shall notify the Steering Committee forthwith in writing, and in any event, not less than 90 days before the completion of such integration, with such written notice to include at least the following:

Collaborative Decision-Making Agreement

- (a) the name of the entity or entities the Team Member is being integrated with;
- (b) the terms of the proposed integration; and
- (c) an assessment of the impact, if any, of the proposed integration on the Health Team.

Within 21 days of receipt of the notice, the Steering Committee shall assess the impact of the proposed integration on the Health Team and deliver a written report with recommendations to the Team Member that provided the notice. The Team Member shall have the obligation to work towards an integration (where feasible) that continues to meet the Team Member's obligations to the Health Team.

- 5.2 **Involuntary Integration.** The Team Members recognize that the Minister of Health may order an integration involving one or more of the Team Members of the Health Team with each other or one or more third parties. Should this occur, the Steering Committee shall meet forthwith and develop a recommendation to the Team Members as to the impact of such integration on the Health Team, this Agreement, and each Project, and whether any amendments are required to this Agreement, a Project, and/or a Project Agreement to address the impacts of such integration. Despite such integration, the Team Members impacted shall endeavour to continue to meet their respective obligations under this Agreement and each Project in which they are involved, unless any Team Member(s) determines it is not feasible to do so. If any Team Member makes this determination and any other Team Member does not agree, the matter will be resolved by use of the dispute resolution provisions of this Agreement.

6.0 ARTICLE 6 – Privacy and Confidentiality

- 6.1 **Privacy.** For the purposes of the Health Team:

- (a) The Team Members shall share personal health information with one another for the purpose of providing health services, and coordinating its provision, in accordance with applicable laws;
- (b) Team Members will enter into a data sharing agreement for each Project in which it is involved in respect of sharing personal health information for all other purposes; and

Collaborative Decision-Making Agreement

- (c) Each Team Member shall be responsible for responding to any allegation that it has not complied with its obligations with respect to the sharing of personal health information, and it shall not seek indemnification from the Health Team or any other Team Member.
- 6.2 **Confidentiality.** Team Members shall not disclose any Confidential Information of another Team Member to a third party, except:
 - (a) with written consent of the Relevant Team Member;
 - (b) to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements; or
 - (c) as otherwise permitted under the terms of this Agreement
- 6.3 **Loss or Compromise of Confidentiality.** Should a Team Member discover any loss or compromise of Confidential Information of another Team Member, it will notify the Team Member forthwith of same and shall with cooperate with the affected Team Member mitigate the loss or compromise. Upon request, each Team Member shall return or destroy all Confidential Information of the relevant Team Member that it is not required to retain to satisfy its own obligatory reporting requirements. For greater certainty the provisions of this Section apply to Confidential Information of another Team Member, with any loss or compromise of personal health information continuing to be covered by and handled in accordance with the laws and legal requirements that apply to each respective Team Member and in accordance with any data sharing agreement entered into between and/or among the Team Members.
- 6.4 **Use of Confidential Information.** Notwithstanding the provisions of this Article 6, each Team Member may use the Confidential Information of another Team Member to assist in meeting its obligations under this Agreement, to protect its interests under this Agreement, and in such other manner as may be required by any applicable law.
- 6.5 **Public Notices and Media Releases.** All notices to third parties and all other publicity concerning this Agreement specifically or the Health Team in general shall be planned, coordinated, and approved by the Steering Committee, and no Team Member(s)

shall act in this regard without the prior approval of the Health Team through its Steering Committee, unless required to do so by applicable laws or governmental requirements. The spokesperson(s) of the Health Team shall be such member(s) as may be selected by the Steering Committee from time to time.

7.0 ARTICLE 7 – Decision Making

- 7.1 **Decision Making.** The Team Members hereby delegate the authority to make decisions for the Health Team to the Steering Committee. The Steering Committee is comprised of representation from all Health Team sectors and is subject to the mandate and processes described at **Schedule "A"** appended hereto, with a basic majority of the members of the Steering Committee being sufficient to make any decision related to the Health Team.
- 7.2 **Further Delegation of Authority.** The Steering Committee may, at a time it deems appropriate, appoint a Manager for the Health Team, and may delegate such authority from the Steering Committee to the Manager as may be deemed appropriate by the Steering Committee from time to time.
- 7.3 **Composition of the Steering Committee.** The Team Members hereby acknowledge and agree that the composition of the Steering Committee reflects each of the sectors that comprise the Health Team. Should changes to the composition of the Steering Committee be required, the changes will be commenced by the Steering Committee itself, but shall require input from all Team Members, and approval of a majority of the Team Members prior to any changes to the composition of the Steering Committee being implemented.
- 7.4 **Dispute Resolution.** The Team Members agree to be bound by the following terms related to resolution of disputes:
- (a) The Team Members shall use best efforts to resolve any disputes that may arise in a collaborative manner through informal discussions and attempts to work out a resolution that aligns with the vision and principles enunciated in this Agreement;
 - (b) Should the Team Members be unable to resolve the dispute in accordance with 7.4(a) above, the Team Members shall continue to engage in an open and constructive dialogue

Collaborative Decision-Making Agreement

with the assistance of a Team Member designated by the Steering Committee, or, where required, the assistance of an external facilitator;

- (c) Should the Steering Committee be unable to resolve the dispute in an amicable fashion in accordance with the provisions of 7.4(b) above, the Steering Committee shall present the dispute to all Team Members with a proposed resolution to be voted on, with a simple majority of votes in favour of the proposed resolution being sufficient for the resolution to be accepted and implemented;
- (d) Should the dispute be resolved in accordance with (c) above, all Parties to the dispute shall respect the decision and all Team Members will work together to implement the resolution in the best interests of the Health Team;
- (e) Should a dispute not be able to be resolved in accordance with (c) above, no litigation of any kind will be commenced by any of the affected Team Members, and it will be up to each individual Team Member to either continue to work towards resolving the matter using best efforts or to withdraw from the applicable Project and/or from the Health Team in accordance with the provisions of Article 8 below.

8.0 ARTICLE 8 – Term, Termination, Withdrawal, and Expulsion

- 8.1 **Term.** This Agreement shall commence on the date of this Agreement and shall continue indefinitely, unless terminated in accordance with Section 8.2 below. The Steering Committee shall review the Agreement and consider whether amendments should be recommended to the Team Members of the Health Team at the conclusion of each fiscal year, with the goal of supporting continuous improvement and development of the Health Team, including financial and organizational integrations.
- 8.2 **Termination of Agreement.** The Team Members may only terminate this Agreement by mutual written and unanimous agreement.
- 8.3 **Withdrawal.** A Team Member may withdraw from the Agreement by providing at least 90 days written notice to the Steering Committee.

Collaborative Decision-Making Agreement

8.4 **Expulsion.** A Team Member may be expelled from the Health Team, at which time it will immediately cease to be a Party to this Agreement and a Team Member in any and all Projects in which it is involved. Reasons for expulsion include, but are not limited to, a Team Member not meeting its commitments under this Agreement or a Project Agreement, and/or a Team Member being disruptive to the consensual governing process at either Steering Committee or Partnership Committee meetings. However, an expulsion may only take place after following these procedures:

- (a) All members of the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) must agree unanimously that an expulsion is warranted and advisable;
- (b) Following such unanimous agreement as referenced in 8.4(a) above, the Steering Committee shall notify the Team Member in writing that the Steering Committee intends to expel the Team Member and provide the reasons for said intended expulsion;
- (c) The Team Member shall be provided with (1) an opportunity to respond to the intended expulsion and the reasons for same and (2) if deemed appropriate by the Steering Committee in its sole and absolute discretion, be provided with an opportunity to rectify the issue(s) that gave rise to the decision to expel the Team Member;
- (d) The timelines within which a Team Member may respond to the notice of intended expulsion and the time within which a Team Member may be permitted to rectify issue(s) is in the sole and absolute discretion of the Steering Committee to set in writing when notifying the Team Member of the intended expulsion;
- (e) Immediately following the expiry of any timelines set by the Steering Committee, the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) shall meet and must agree unanimously that the Team Member is to be expelled; and
- (f) Following the final decision of the Steering Committee to expel, the affected Team Member may invoke the dispute resolution provisions of this Agreement found at Section 7.4

Collaborative Decision-Making Agreement

above, but the affected Team Member shall have no further recourse in relation to decision of the Steering Committee to expel the Team Member.

8.5 Withdrawals/Termination of Project Agreement(s). Unless a Project Agreement provides otherwise:

- (a) the Parties to a Project Agreement may terminate the Project Agreement by mutual unanimous consent, provided that they provide at least 90 days written notice of said decision to the Steering Committee prior to terminating the Project; and
- (b) a Party to a Project Agreement may unilaterally withdraw from the Project Agreement by giving at least 90 days written notice to the other Parties to the Project Agreement and the Steering Committee.

8.6 Consequences of Termination, Withdrawal, or Expulsion.

The Team Members agree to be bound by the following terms regarding the consequences of termination, withdrawal, or expulsion from this Agreement:

- (a) A Team Member who withdraws or is expelled from this Agreement shall immediately cease to be a Party to this Agreement and shall immediately cease to be a Team Member in the Health Team;
- (b) Termination of this Agreement, or withdrawal or expulsion of a Team Member from being a Party to this Agreement, shall not automatically constitute termination of a Project and any related Project Agreement, or withdrawal or expulsion from a Project and any related Project Agreement (unless the specific terms of a Project Agreement provide otherwise), and the obligations of a Team Member in relation to a Project and any related Project Agreement shall continue despite termination, withdrawal, or expulsion from being a Party to this Agreement;
- (c) Withdrawal from or termination of a Project and any related Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement, as the case may be;

Collaborative Decision-Making Agreement

- (d) Notwithstanding termination, withdrawal, or expulsion of a Team Member to this Agreement or from a Project and any related Project Agreement, does not release the Team Member from its commitments and obligations under the terms of this Agreement or from any Project and any related Project Agreement, and does not release the Team Member from any actions or omissions of the Team Member for which it may be liable prior to the effective date of the termination, withdrawal, or expulsion; and
- (e) At the time a Team Member withdraws from or is expelled from this Agreement or from a Project and any related Project Agreement, the Team Member shall work with the Steering Committee to develop a strategy to transition that Team Member's obligation under this Agreement or under a Project and any related Project Agreement to other Team Members of the Health Team.

9.0 ARTICLE 9 - General

- 9.1 **Independent Contractors.** The relationship between the Team Members under this Agreement is that of independent contractors, and this Agreement is intended to create, and does not create, a partnership, agency, or employment relationship between or among the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, express or implied, on another Team Member's behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Team Member. Each Team Member shall be solely responsible and liable for its own employees, agents, and subcontractors, unless otherwise expressly agreed to in a Project Agreement.
- 9.2 **Notices.** Where in this Agreement a Team Member must give or make any notice or communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at its last known address, e-mail address, or facsimile number.
- 9.3 **Entire Agreement.** Unless otherwise agreed to in writing by the Parties, this Agreement constitutes the entire agreement and supersedes any other understanding or agreement, written or verbal, existing between the Parties regarding the subject matter of this Agreement.

Collaborative Decision-Making Agreement

- 9.4 **Amendment.** This Agreement may only be amended by mutual written agreement by all of the Team Members who remain Parties to the Agreement at the time of any amendment.
- 9.5 **Assignment.** No Team Member may assign its rights or obligations under this Agreement or any integration contemplated in accordance with the provisions of the *Connecting Care Act*, without the prior written consent of the Steering Committee. Notwithstanding the foregoing, but subject to Section 5.2 above, a Team Member may assign this Agreement without consent in the event of an integration ordered by the Minister of Health.
- 9.6 **No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member(s) entitled to grant the waiver.
- 9.7 **Severability.** Should any provision of this Agreement be deemed null and void for any reason, same shall be struck from the Agreement and the balance of the Agreement shall remain in full force and effect.
- 9.8 **Binding.** This Agreement shall enure to the benefit of, and be binding upon the Parties and their respective successors, administrators, and assigns.
- 9.9 **Governing Law.** This Agreement shall be governed by, interpreted, and enforced (if necessary) in accordance with the applicable laws of the Province of Ontario and Canada.
- 9.10 **Survival.** Notwithstanding the termination of this Agreement, or the withdrawal or expulsion of a Team Member from being a Party to this Agreement, the following survive any such termination, withdrawal, or expulsion: Sections 2.4, 6.1, 6.2, 6.3, and 8.6.
- 9.11 **Counterparts.** This Agreement may be executed in counterparts, each of which together shall constitute the entire fully executed Agreement.
- 9.12 **Electronic Execution.** This Agreement may be executed electronically, and the signature affixed electronically shall be deemed to be an original signature for all purposes.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK WITH SIGNATURE PAGES ON FOLLOWING PAGES 19 THROUGH 29.

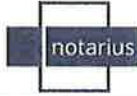
Collaborative Decision-Making Agreement

The Parties hereto have each electronically executed this Agreement by their respective duly authorized officers as identified below.

The Corporation of the City of Windsor

Onorio Colucci

Signed with ConSignO Cloud (2022/09/14)
Verify with verifio.com or Adobe Reader.

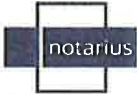


Per: Onorio Colucci, CAO

Dated: September 14, 2022

Steve Vlachodimos

Signed with ConSignO Cloud (2022/09/13)
Verify with verifio.com or Adobe Reader.



Per: Steve Vlachodimos, Clerk

Dated: Steve Vlachodimos, City Clerk

We have the authority to bind the City.

The Corporation of the County of Essex

Mike Galloway

Signed with ConSignO Cloud (2022/11/15)
Verify with verifio.com or Adobe Reader.



Per: Mike Galloway, CAO

Dated: Nov 15, 2022

Mary Birch

Signed with ConSignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Per: Mary Birch, Clerk

Dated: September 9, 2022

We have the authority to bind the County.

Windsor-Essex County Health Unit

Eleanor Groh

Signed with ConSignO Cloud (2022/09/28)
Verify with verifio.com or Adobe Reader.



Per: ~~Nicole Dupuis~~ — Eleanor Groh

Dated: 2022 September 28

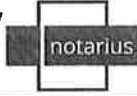
I have the authority to bind the Health Unit.

Collaborative Decision-Making Agreement

Erie Shores Healthcare

Kristin Kennedy

Signed with ConSignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Dated: **September 9, 2022**

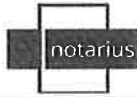
Per: Kristin Kennedy

I have the authority to bind Erie Shores Healthcare.

Hôtel-Dieu Grace Healthcare

Bill Marra

Signed with ConSignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Dated: **September 13, 2022**

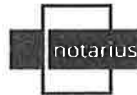
Per: Bill Marra

I have the authority to bind Hôtel-Dieu Grace Healthcare.

Windsor Regional Hospital

David Musyj

Signed with ConSignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Dated: **September 10 2022**

Per: David Musyj

I have the authority to bind Windsor Regional Hospital.

Essex-Windsor Emergency Medical Services

Bruce Krauter

Signed with ConSignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Dated: **Sept 9, 2022**

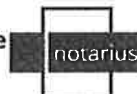
Per: Bruce Krauter, Chief

I have the authority to bind EMS.

University of Windsor

Dr. Debbie Sheppard-LeMoine

Signed with ConSignO Cloud (2022/09/12)
Verify with verifio.com or Adobe Reader.



Dated: **Sept. 12, 2022**

Per: Dr. Debbie Sheppard-LeMoine

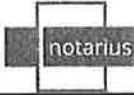
I have the authority to bind the University.

Collaborative Decision-Making Agreement

St. Clair College

Patti France

Signed with ConsignO Cloud (2022/09/14)
Verify with verifio.com or Adobe Reader.



Dated: **Sept. 14, 2022**

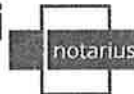
Per: Patti France

I have the authority to bind St. Clair College.

John McGivney Children's Centre

Jessica Sartori

Signed with ConsignO Cloud (2022/09/16)
Verify with verifio.com or Adobe Reader.



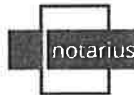
Dated: **September 16, 2022**

Per: Jessica Sartori, CEO

I have the authority to bind JMCC.

Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest

Signed by Paul Levac (2022/09/16)
Verify with verifio.com or Adobe Reader.



Dated: **2022-09-16**

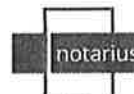
Per: ~~Ayah Karra-Aly~~ Paul Levac

I have the authority to bind Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest.

TransForm Shared Service Organization

Lyn Baluyot

Signed with ConsignO Cloud (2022/09/14)
Verify with verifio.com or Adobe Reader.



Dated: **09/14/2022**

Per: Lyn Baluyot

I have the authority to bind TransForm.

Collaborative Decision-Making Agreement

Assisted Living Southwestern Ontario

Ralph Ganter

Signed with ConSignO Cloud (2022/09/19)
Verify with verifio.com or Adobe Reader.



Dated: **September 19, 2022**

Per: Ralph Ganter

I have the authority to bind ALSO.

The Corporation of the City of Windsor o/a Huron Lodge Long Term Care Home

Onorio Colucci

Signed with ConSignO Cloud (2022/09/14)
Verify with verifio.com or Adobe Reader.

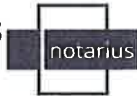


Dated: **September 14, 2022**

Per: Onorio Colucci, CAO

Steve Vlachodimos

Signed with ConSignO Cloud (2022/09/13)
Verify with verifio.com or Adobe Reader.



Dated: **Steve Vlachodimos, City Clerk**

Per: Steve Vlachodimos, Clerk

We have the authority to bind Huron Lodge.

~~**The Leamington United Mennonite Home and Apartments**~~

~~Per: Jeff Konrad~~

~~Dated: _____~~

~~I have the authority to bind the Mennonite Home.~~

The Corporation of the County of Essex o/a Sun Parlor Long Term Care Home

Jayne Brooks-Keller

Signed with ConSignO Cloud (2022/09/20)
Verify with verifio.com or Adobe Reader.



Dated: **September 20, 2022**

Per: Jayne Brooks-Keller, Administrator

I have the authority to bind the Sun Parlor Home.

Collaborative Decision-Making Agreement

~~Tilbury Manor Nursing Home~~

~~Per: Jennifer Middleton~~

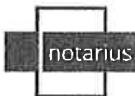
~~Dated: _____~~

~~I have the authority to bind Tilbury Manor.~~

The Amherstburg Family Health Team

Frank Minardi

Signed with ConSignO Cloud (2022/09/27)
Verify with verifio.com or Adobe Reader.



Dated: **09/27/2022**

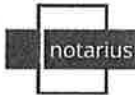
Per: Frank Minardi

I have the authority to bind the Amherstburg Family Health Team.

Essex County Nurse Practitioner Led Clinic

Laura Levesque

Signed with ConSignO Cloud (2022/09/22)
Verify with verifio.com or Adobe Reader.



Dated: **Laura Levesque**

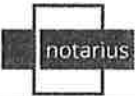
Per: Laura Levesque

I have the authority to bind the Essex County Nurse Practitioner-Led Clinic.

Harrow Health Centre Inc.: A Family Health Team



Signed by Andrew Atkins (2022/09/28)
Verify with verifio.com or Adobe Reader.



Dated: **09/28/2022**

Per: Andrew Atkins

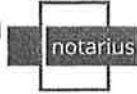
I have the authority to bind the Harrow Health Centre.

Collaborative Decision-Making Agreement

Lakeshore Community Nurse Practitioner-Led Clinic

Sharon Bevington

Signed with ConsignO Cloud (2022/10/03)
Verify with verifio.com or Adobe Reader.



Dated: **October 3, 2022**

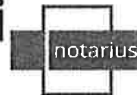
Per: Sharon Bevington

I have the authority to bind the Lakeshore Community Nurse Practitioner-Led Clinic.

Erie Shores Family Health Team

Bill Orawski

Signed with ConsignO Cloud (2022/10/03)
Verify with verifio.com or Adobe Reader.



Dated: **September 30, 2022**

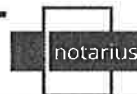
Per: Bill Orawski

I have the authority to bind the Erie Shores Family Health Team.

Windsor Essex Community Health Centre

Rita Taillefer

Signed with ConsignO Cloud (2022/09/22)
Verify with verifio.com or Adobe Reader.



Dated: **September 22, 2022**

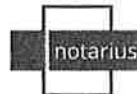
Per: Rita Taillefer

I have the authority to bind the Community Health Centre.

Windsor Family Health Team

Margo Reilly

Signed with ConsignO Cloud (2022/09/21)
Verify with verifio.com or Adobe Reader.



Dated: **September 21, 2022**

Per: Margo Reilly

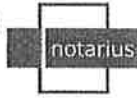
I have the authority to bind the Windsor Family Health Team.

Collaborative Decision-Making Agreement

Charity House (Windsor) o/a Brentwood Recovery Home

Beth Dulmage

Signed with ConSignO Cloud (2022/09/23)
Verify with verifio.com or Adobe Reader.



Dated: **September 23, 2022**

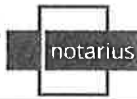
Per: Beth Dulmage

I have the authority to bind Brentwood.

Bulimia Anorexia Nervosa Association

Luciana Rosu

Signed with ConSignO Cloud (2022/09/21)
Verify with verifio.com or Adobe Reader.



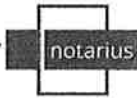
Dated: **September 21, 2022**

Per: Luciana Rosu

I have the authority to bind the Bulimia Anorexia Nervosa Association.

CMHA Windsor-Essex County

Signature of Sonja Grbevski
Signed by Sonja Grbevski (2022/09/28)
Verify with verifio.com or Adobe Reader.



Dated: **September 28, 2022**

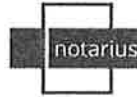
Per: Sonja Grbevski

I have the authority to bind CMHA.

Children First in Essex County

Signature of Lori Kempe

Signed by Lori Kempe (2022/09/14)
Verify with verifio.com or Adobe Reader.



Dated: **September 14, 2022**

Per: Lori Kempe

I have the authority to bind Children First.

Collaborative Decision-Making Agreement

~~Erie-St. Clair Clinic~~

~~Per: Gaelen Fisher~~

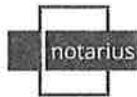
~~Dated: _____~~

~~I have the authority to bind the RAAM Clinic.~~

Family Services Windsor-Essex

Joyce Zuk

Signed with ConsignO Cloud (2022/09/10)
Verify with verifio.com or Adobe Reader.



Dated: **September 10, 2022**

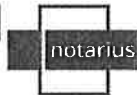
Per: Joyce Zuk

I have the authority to bind Family Services.

House of Sophrosyne

Karen Waddell

Signed with ConsignO Cloud (2022/10/03)
Verify with verifio.com or Adobe Reader.



Dated: **10-03-2022**

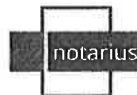
Per: Karen Waddell

I have the authority to bind the House of Sophrosyne.

Maryvale

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

Signed by Jenny Letink (2022/12/19)
Verify with verifio.com or Adobe Reader.



Dated: **December 19, 2022**

Per: Jenny Letink

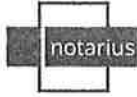
I have the authority to bind Maryvale.

Collaborative Decision-Making Agreement

Mental Health Connections

Jean Laforge

Signed with ConsignO Cloud (2022/09/27)
Verify with verifio.com or Adobe Reader.



Dated: **September 27, 2022**

Per: Jean Laforge

I have the authority to bind Mental Health Connections.

The United Church Downtown Mission of Windsor Inc.

Rukshini Ponniah-Goulin

Signed with ConsignO Cloud (2022/09/13)
Verify with verifio.com or Adobe Reader.



Dated: **Sept. 13th, 2022**

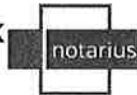
Per: Rukshini Ponniah-Goulin

I have the authority to bind the Downtown Mission.

Alzheimer Society of Windsor and Essex County

Sally Bennett Olczak

Signed with ConsignO Cloud (2022/09/19)
Verify with verifio.com or Adobe Reader.



Dated: **September 19, 2022**

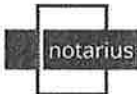
Per: Sally Bennett Olczak

I have the authority to bind the Alzheimer Society.

Community Support Centre of Essex County

Tracey Bailey

Signed with ConsignO Cloud (2022/09/13)
Verify with verifio.com or Adobe Reader.



Dated: **13September2022**

Per: Tracey Bailey

I have the authority to bind the Community Support Centre.

Collaborative Decision-Making Agreement

~~Home & Community Support Services Erie St. Clair~~

~~_____~~ Dated: _____

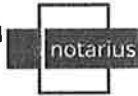
~~Per: Cathy Kelly~~

~~I have the authority to bind Home & Community Support Services Erie St. Clair.~~

Family Respite Services Windsor-Essex

Catharine Shanahan

Signed with ConsignO Cloud (2022/09/13)
Verify with verifio.com or Adobe Reader.



Dated: **September 13, 2022**

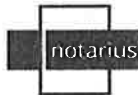
Per: Catharine Shanahan

I have the authority to bind Family Respite.

The Hospice of Windsor and Essex County

Nancy Brockenshire

Signed by Nancy Brockenshire (2022/09/21)
Verify with verifio.com or Adobe Reader.



Dated: **September 21, 2022**

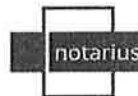
Per: Nancy Brockenshire

I have the authority to bind Hospice.

Centres for Seniors

Lynn Calder

Signed with ConsignO Cloud (2022/09/09)
Verify with verifio.com or Adobe Reader.



Dated: **September 9, 2022**

Per: Lynn Calder

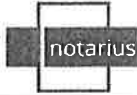
I have the authority to bind Life After Fifty.

Collaborative Decision-Making Agreement

Pozitive Pathways Community Services

Michael Brennan

Signed with ConSignO Cloud (2022/09/28)
Verify with verifio.com or Adobe Reader.



Dated: **09-28-2022**

Per: Michael Brennan

I have the authority to bind Pozitive Pathways.

Saint Elizabeth Health

John Yip

Signed with ConSignO Cloud (2022/09/18)
Verify with verifio.com or Adobe Reader.



Dated: **September 18, 2022**

Per: ~~Joanna Kurylowicz~~ John Yip

I have the authority to bind Saint Elizabeth Health.

Victorian Order of Nurses for Canada - Ontario Branch

Marilyn Binnie

Signed with ConSignO Cloud (2022/09/28)
Verify with verifio.com or Adobe Reader.



Dated: **9/28/2022**

Per: ~~Alison Abrera-Gibb~~ Marilyn Binnie

I have the authority to bind Victorian Order of Nurses for Canada.



SCHEDULE "A"

STEERING COMMITTEE – TERMS OF REFERENCE

Mandate	The Team Members expressly recognize that the number of Team Members that comprise the Health Team is too large to make decision making by all members of the Health Team practical or expedient. As such, the Team Members have expressly agreed to delegate decision making authority to the Steering Committee, with the roles and responsibilities of the Steering Committee including: 1. Planning and Priorities 1.1 establish an overall strategic plan for the Health Team and develop an annual work plan consistent with the Strategic Plan; 1.2 identify and measure the priority populations of the Health Team; 1.3 facilitate and oversee the development of a healthcare strategy for the priority populations; 1.4 develop the Health Team's name recognition and brand; and 1.5 identify, implement, and monitor Projects. 2. Quality and Risk 2.1 review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the Health Team; 2.2 identify risk issues and consider risk allocation, mitigation, and corrective actions for Health Team activities; 2.3 develop and implement a complaints and significant event process for issues that impact more than one Team Member;
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	2.4 develop a risk management process for issues that could negatively impact the Health Team; 2.5 develop patient, family, and provider surveys and other quality tools; and 2.6 develop a quality and safety framework. 3. Resources and Accountability 3.1 develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the Health Team as well as human resources, capital, and facilities and costs related to supporting the work of the Health Team; 3.2 review and collaborate on accounting and financial performance; 3.3 develop clinical and financial accountability standards; and 3.4 develop a strategic physician services partnership. 4. Engagement and Reporting 4.1 develop and implement a joint communications strategy, including communication to stakeholders and the community; 4.2 engage with and seek input from Team Members, Participants, and potential Participants; 4.3 ensure engagement at a board to board level among Team Members; and 4.4 report from time to time to Team Members on the work of the Steering Committee and any subcommittees and/or working groups of the Steering Committee. 5. Evaluation and Performance 5.1 Develop an academic strategy for education and training; and
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	5.2 develop and academic strategy for research and innovation. 6. Evaluation and Performance 6.1 develop an evaluation and performance strategy; and 6.2 connect with government agencies to measure performance against the strategic plan and annual operating plans 7. Decision Making and Compliance 7.1 evaluate and identify areas of improvement in the integrated leadership and decision making structure of the Health Team on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the Health Team; 7.2 discuss compliance with, and necessary amendments, if any to the Collaborative Decision-Making Agreement and to these Terms of Reference; 7.3 facilitate dispute resolution; 7.4 ensure compliance with ongoing reporting requirements; and 7.5 ensure decisions and corresponding actions are focused on the priority populations served by the Health Team.
Membership	The Steering Committee shall be comprised of the following number of voting members from each of the various sectors, advisory groups, and specific entities associated with the Health Team: 1. Two (2) members from the Community Service Organizations Sector 2. Two (2) members from the Hospital Sector 3. Two (2) members from the Residential Facilities Sector

Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	4. Two (2) members from the Primary Care Sector 5. Two (2) members from the Mental Health and Addictions Sector 6. Two (2) members from the Community Support Services Sector 7. One (1) representative from Home and Community Care Support Services 8. One (1) representative from the Windsor Essex County Health Unit 9. One (1) representative from Essex Windsor Emergency Medical Services 10. Two (2) representatives from the Patient and Family Advisory Council 11. Two (2) representatives from the Primary Care Council
Subcommittees and Working Groups	The Steering Committee may establish one or more subcommittees and/or working groups, as the Steering Committee may deem necessary and expedient from time to time, to assist in fulfilling the role of the Steering Committee. The Steering Committee in collaboration with the sector groups shall determine the mandate and composition of any such subcommittee and/or working group, and shall draft a separate Terms of Reference for each subcommittee and/or working group.
Membership of Steering Committee	The initial membership of the Steering Committee has been agreed to by the Team Members of the Health Team as of the date of execution of the Collaborative Decision-Making Agreement. In recognition for the desire of the Team Members to have each sector that comprises the Health Team adequately represented on the Steering Committee, should a member of the Steering Committee be unable or unwilling to fulfill its role on the

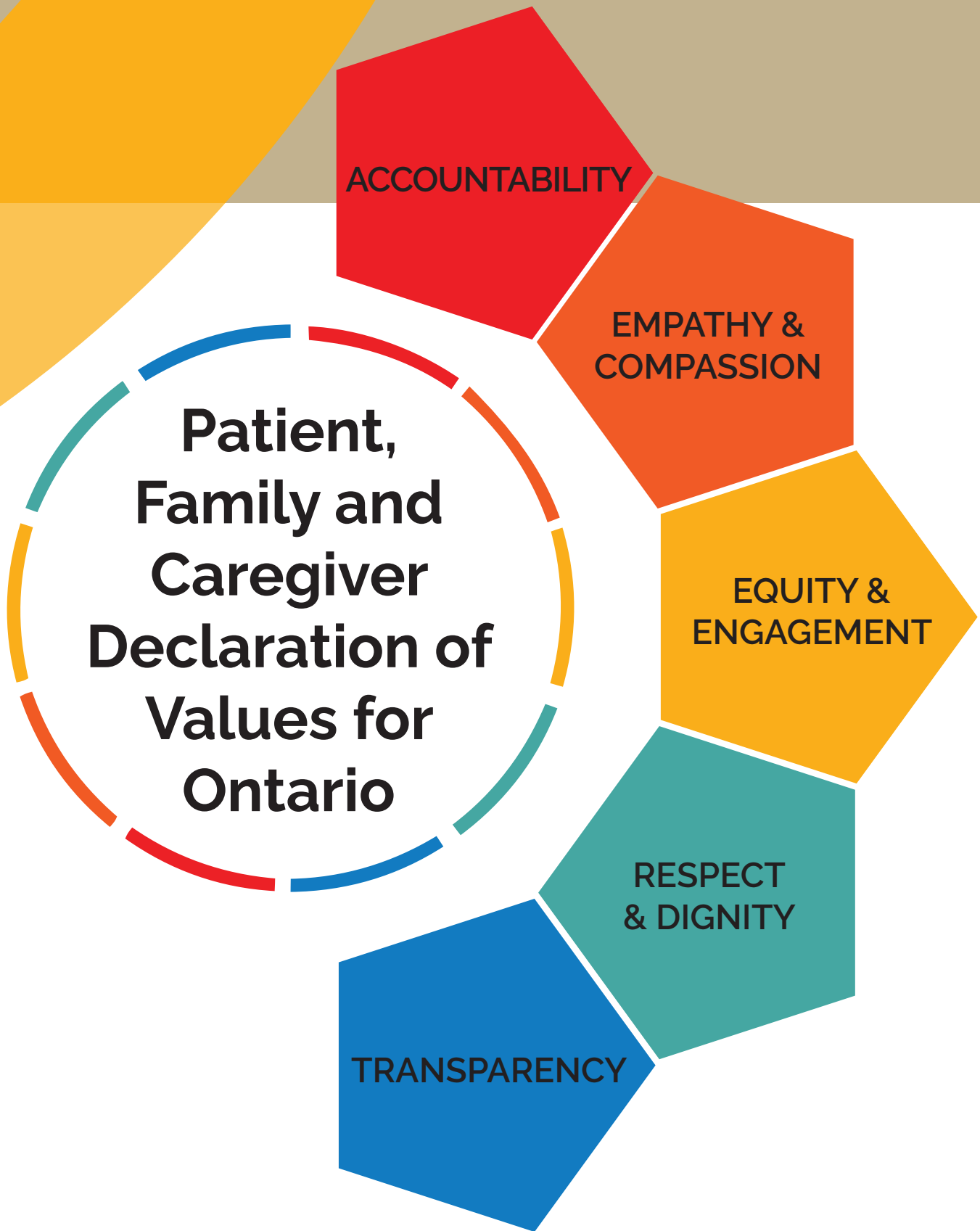
Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	Steering Committee, the affected sector group will nominate a replacement team member from the affected sector. The Steering Committee shall confirm the removal of the former Team Member and the appointment of the new Team Member from the Steering Committee at its next formal meeting following the affected sector group advising the Steering Committee of the required removal and appointment of a Team Member from the affected sector.
Chair	The Steering Committee shall bi-annually appoint two (2) co-Chairs of the Steering Committee from among the Team Members that serve on the Steering Committee.
Fund Manager	The Steering Committee shall, by a simple majority vote, select a Team Member to be a "Fund Manager" (on such terms to be agreed to between the Steering Committee and the Fund Manager) to receive, manage, distribute, and keep accurate accounts of pooled resources, including, but not limited to, funds earmarked for the Health Team. The Fund Manager shall submit financial reports to the Steering Committee on a quarterly basis and shall retain financial records for a period of at least 7 years.
Meetings	Meetings shall be held at least once per quarter, with the Chair otherwise determining the frequency of meetings and the procedures related to meetings of the Steering Committee.
Quorum	Quorum shall be a simple majority of voting members of the Steering Committee (i.e. 50% + 1). If the designated representative of a Team Member cannot attend a meeting, the designated representative may send an alternate representative from the Team Member for the purpose of that meeting, provided the Chair is advised of the alternate member's attendance in advance of the meeting. An alternate shall be included in quorum and may vote.
Decisions	The Steering Committee shall make best efforts to reach all decisions by way of consensus, with consensus meaning that each member is prepared to support the decision, or, if

Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –
Terms of Reference

	applicable, recommend the decision to the Board of Directors of their respective organizations for approval. If consensus cannot be reached, decisions shall be made by a simple majority vote of the Steering Committee.
Minutes	Minutes of the meetings of the Steering Committee shall document deliberations and recommendations/decisions made, and shall be made available to all Team Members, PFAC, and PCC.
Information Sharing	The Steering Committee shall develop a protocol for how information is shared with Team Members and their respective Boards of Directors or governing bodies, PFAC, PCC, subcommittees, and working groups.
Policies	The Steering Committee may adopt such policies, protocols, and procedures it deems necessary and expedient to support the work of the Steering Committee and advance the goals of the Health Team.
Review and Amendment	These Terms of Reference shall be reviewed annually by the Steering Committee and may be amended upon (1) the recommendation of an amendment by the Steering Committee and (2) agreement by a simple majority of the Partnership Council.

SCHEDULE "B"



Patient, Family and Caregiver Declaration of Values for Ontario

ACCOUNTABILITY

- ◆ We expect open and seamless communication about our care.
- ◆ We expect that everyone on our care team will be accountable and supported to carry out their roles and responsibilities effectively.
- ◆ We expect a health care culture that demonstrates that it values the experiences of patients, families and caregivers and incorporates this knowledge into policy, planning and decision making.
- ◆ We expect that patient, family and caregiver experiences and outcomes will drive the accountability of the health care system and those who deliver services, programs and care within it.
- ◆ We expect that health care providers will act with integrity by acknowledging their abilities, biases and limitations.
- ◆ We expect health care providers to comply with their professional responsibilities and to deliver safe care.

EMPATHY & COMPASSION

- ◆ We expect that health care providers will act with empathy, kindness and compassion.
- ◆ We expect individualized care plans that acknowledge our unique physical, mental, emotional, cultural and spiritual needs.
- ◆ We expect that we will be treated in a manner free from stigma, assumptions, bias and blame.
- ◆ We expect health care system providers and leaders will understand that their words, actions and decisions strongly impact the lives of patients, families and caregivers.

EQUITY & ENGAGEMENT

- ◆ We expect equal and fair access to the health care system and services for all regardless of ability, race, ethnicity, language, background, place of origin, gender identity, sexual orientation, age, religion, socioeconomic status, education or location within Ontario. We further expect equal and fair access to health care services for people with disabilities and those who have historically faced stigmatization.
- ◆ We expect that we will have opportunities to be included in health care policy development and program design at local, regional and provincial levels of the health care system.
- ◆ We expect an awareness of and efforts to eliminate systemic racism and discrimination, including identification and removal of systemic barriers that contribute to inequitable health care outcomes (with particular attention to those most adversely impacted by systemic racism).

RESPECT & DIGNITY

- ◆ We expect that our individual identity, beliefs, history, culture and ability will be respected in our care.
- ◆ We expect health care providers will introduce themselves and identify their role in our care.
- ◆ We expect that we will be recognized as part of the care team, to be fully informed about our condition, and have the right to make choices in our care.
- ◆ We expect that patients, families and caregivers be treated with respect and considered valuable partners on the care team.
- ◆ We expect that our personal health information belongs to us, and that it remain private, respected and protected.

TRANSPARENCY

- ◆ We expect that we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
- ◆ We expect that our health records will be accurate, complete, available and accessible across the provincial health system at our request.
- ◆ We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care that does not impact the quality of the care we receive.

Updated: July 2021

Note: The purpose of this Patient, Family and Caregiver Declaration of Values, drafted by the Minister's Patient and Family Advisory Council in consultation with Ontarians, is to articulate patient, family and caregiver expectations of Ontario's health care system. The Declaration is intended to serve as a compass for the individuals and organizations who are involved in health care and reflects a summary of the principles and values that patients, families and caregivers say are important to them. The Declaration is not intended to establish, alter or affect any legal rights or obligations, and must be interpreted in a manner that is consistent with applicable law.

Ontario



Summary of Recommended Changes to the CDMA

Last Updated: February 20th, 2025

Item	Change
Page 2-Listing of CDMA signatories	Home and Community Care Support Services to Ontario Health atHome
Page 5-PCC	Change PCC to PCN-Primary Care Network
Pate 6-Definitions—add in PCC	Add “o” definition of Primary Care Council
Page 9 –Governance	Change to Primary Care Network
Page 10-Projects	The WEOHT has developed a Project Agreement Template to comply with this section of CDMA. This template will assist in monitoring future projects where Ontario Health funding request WEOHT input, endorsement and support
Page 14	Change Manager to Executive Director/Lead

changes to Steering committee composition adds **7 members in total. New membership total is **26**

Article 7.3 requires us to have these changes approved by Partnership Council (“members of the OHT)



**WINDSOR-ESSEX ONTARIO HEALTH TEAM
COLLABORATIVE DECISION-MAKING AGREEMENT**

This Collaborative Decision-Making Agreement is made and is first effective as of the Effective Date.

Between and Among:

The Corporation of the City of Windsor

The Corporation of the County of Essex

Windsor-Essex County Health Unit

Erie Shores Healthcare

Hôtel-Dieu Grace Healthcare

Windsor Regional Hospital

Essex-Windsor Emergency Medical Services

University of Windsor

St. Clair College

John McGivney Children's Centre

Entité de planification des services de santé en français Érié St. Clair/Sud-Ouest

TransForm Shared Service Organization

Assisted Living Southwestern Ontario

Huron Lodge Long Term Care Home

Sun Parlor Long Term Care Home

The Amherstburg Family Health Team

Essex County Nurse Practitioner Led Clinic

Harrow Health Centre Inc.: A Family Health Team

Lakeshore Community Nurse Practitioner-Led Clinic

Erie Shores Family Health Team

Windsor Essex Community Health Centre

Windsor Family Health Team

Charity House (Windsor) o/a Brentwood Recovery Home

Bulimia Anorexia Nervosa Association

CMHA Windsor-Essex County

Children First in Essex County

Family Services Windsor-Essex

House of Sophrosyne

Maryvale

Mental Health Connections

The United Church Downtown Mission of Windsor Inc.

Alzheimer Society of Windsor and Essex County

Community Support Centre of Essex County

Ontario Health atHome

Family Respite Services Windsor-Essex

The Hospice of Windsor and Essex County

Centres for Seniors

Pozitive Pathways Community Services

Saint Elizabeth Health

Victorian Order of Nurses for Canada – Ontario Branch

Collaborative Decision-Making Agreement

WINDSOR-ESSEX ONTARIO HEALTH TEAM COLLABORATIVE DECISION-MAKING AGREEMENT

WHEREAS the above referenced municipalities, hospitals, post-secondary institutions, long term care homes, healthcare providers, and service providers (the "**Team Members**") have formed the Windsor-Essex Ontario Health Team (the "**Health Team**");

AND WHEREAS the Team Members, who are signatories to this Collaborative Decision-Making Agreement (the "**Agreement**"), wish to work together to achieve the shared objective of providing a continuum of integrated and coordinated care and support services to the persons to whom they provide healthcare and related services (the "**Shared Objective**");

AND WHEREAS the Team Members wish to establish procedures and processes to set out how Team Members will work together and make collaborative decisions to achieve the Shared Objective;

AND WHEREAS the Health Team has a Steering Committee comprised of Team Members from each of the sectors of the Health Team;

AND WHEREAS the Team Members wish to delegate the making of collaborative decisions to the Steering Committee;

NOW THEREFORE in consideration of the mutual covenants and conditions contained herein, the Parties enter into this Agreement on the following terms:

1.0 ARTICLE 1 - Interpretation

1.1 Definitions. In this Agreement, the following terms have been defined as follows:

- (a) "**Agreement**" means this Collaborative Decision-Making Agreement, and includes any and all Schedules referred to in this Agreement, and includes any amendments that may be made to the Agreement and/or Schedules to the Agreement from time to time;

Collaborative Decision-Making Agreement

- (b) **"Business Day"**, means any working day, Monday to Friday, excluding statutory holidays observed in the Province of Ontario;
- (c) **"Confidential Information"** means information of Team Members, or any one or combination of Team Members, that by its nature is confidential and proprietary but does not include information that:
 - (i) was known to or received by the receiving Team Member(s) before its receipt from the disclosing Team Member(s) (unless acquired on a confidential basis, and such knowledge or receipt is documented);
 - (ii) was public knowledge at the time received by the receiving Team Member(s), or, later became public knowledge through no fault or disclosure of the receiving Team Member(s); and/or
 - (iii) was independently developed by the receiving Team Member(s) without reference to the Confidential Information previously disclosed by any Team Member.
- (d) **"Effective Date"** means the date that all Team Members execute this Agreement;
- (e) **"Health Team"** means the Windsor-Essex Ontario Health Team comprised of the Team Members;
- (f) **"Participants"** means those entities that are parties to a Project Agreement but that are not Team Members;
- (g) **"Partnership Council"** means the members of the Health Team, the composition of which may change from time to time and which term is synonymous with "Team Members".
- (h) **"PCN"** means the Primary Care Network that is to be, or has been, established by the Health Team;
- (i) **"PFAC"** means the Patient/Client, Family, and Caregiver Advisory Council that is to be established by the Health Team;

Collaborative Decision-Making Agreement

- (j) **"Project"** means a collaboration on specific strategies, initiatives, programs, and services described in this Agreement;
- (k) **"Project Agreement"** means any agreement executed by participating Team Members, and, where applicable, Participants, that sets out the details about a specific Project;
- (l) **"Shared Objective"** means the shared objective of the Team Members of the Health Team of providing a continuum of integrated and coordinated care and support services to the persons to whom the Team Members provide healthcare and related services;
- (m) **"Steering Committee"** means the members of the Steering Committee of the Health Team that may be appointed to the Steering Committee from time to time by the Team Members; and
- (n) **"Team Members"** means the members of the Health Team, the composition of which may change from time to time.
- (o) **"Primary Care Council"** means the sector representation for primary care providers.

1.2 Non-Derogation. Nothing in this Agreement shall derogate from a Team Member's ongoing autonomy or its right to safeguard the quality of healthcare or related services provided by it, or to exercise their respective rights and meet their respective obligations under applicable laws and/or government funding agreements, and/or operations and initiatives unrelated to the Health Team.

2.0 ARTICLE 2 – Shared Vision, Guiding Principles, and Commitments

2.1 Vision. The Team Members share the following vision for the Health Team:

The Windsor-Essex Ontario Health Team is a collective that is committed to collaboratively developing a Windsor-Essex model that builds on our strengths, honours our differences, and recognizes and meets the unique and diverse needs of our community.

The Windsor-Essex Ontario Health Team will enable patients, families, community agencies, and healthcare providers to work together in a new way, which over time

will develop innovative, locally driven solutions to meet the healthcare needs of our region.

2.2 Guiding Principles. The Team Members are committed to the following guiding principles for the Health Team:

- (a) to plan on behalf of our population and to act in the best interest of the patients, caregivers, and clients we serve;
- (b) to make decisions and take actions to achieve our shared vision and goal of improving health outcomes for the persons we serve;
- (c) to work in collaboration with patients, caregivers, clients, providers, partners, and community members;
- (d) to take a systems approach that emphasizes coordination and integration of care across sectors for the benefit of the persons we serve;
- (e) to celebrate diversity and seek to understand, recognize, support, accommodate, and protect cultural, religious, and other dimensions of diversity;
- (f) to be innovative and find new ways of working together that improve health in our community;
- (g) to strive to be compassionate, inclusive of all partners, and supportive of equality of all voices to support the building of a Health Team that reflects all in our community;
- (h) to pursue a model of distributed leadership that pursues good governance and is represented from each of the Health Team's respective sectors;
- (i) to build trust amongst our Team Members, with our partners, and within our community, by committing to transparency and ensuring ongoing engagement and communication;
- (j) to embed best practices, evidence, and a learning health system approach into everything the Health Team undertakes;
- (k) to be pragmatic and focused on achieving results for the good of the persons we serve;

Collaborative Decision-Making Agreement

- (l) to ensure change is managed thoughtfully to assess, mitigate, and monitor risks; and
- (m) to act with integrity and hold ourselves accountable to our commitments.

2.3 Values. The Team Members endorse the following values for the Health Team:

- (a) Respect and Dignity;
- (b) Empathy and Compassion;
- (c) Accountability;
- (d) Transparency; and
- (e) Equity and Engagement.

2.4 Ontario Health Team. The Health Team is designated as an Ontario Health Team under the *Connecting Care Act, 2019*, and, as such, the Health Team is the recipient of funding from the Ministry of Health and/or Ontario Health. Each of the Team Members may (subject to approval by their respective Boards of Directors/Councils, if required) contribute resources in the form of funds, people, capital, and/or facilities to the shared priorities of the Health Team, with such contributions to be made recognizing different abilities and depth in resources and funding.

2.5 Disclosure, Minimizing Conflicts, and Transparency. The Team Members agree that they will:

- (a) engage in ongoing communication and disclosure and shall provide information to each other, to the extent permitted by law, to achieve the benefits of this Agreement;
- (b) will try to eliminate, minimize, and/or mitigate any conflict between its obligations and relationships outside the Health Team with its obligations within the Health Team;
- (c) upon becoming aware of any fact or circumstance that may harm the Health Team or another Team Member's ability to perform its obligations under this Agreement, it will promptly notify the Steering Committee of the nature of the fact or circumstance and its anticipated impact so that the Steering Committee, along with any affected Team

Member(s), may consider how to remedy, mitigate, or otherwise address the fact or circumstance.

3.0 ARTICLE 3 - Governance

- 3.1 Steering Committee.** The Team Members establish the Steering Committee as the collaborative decision-making body of the Health Team. The composition, mandate, and processes of the Steering Committee are set out in **Schedule "A"** attached to this Agreement.
- 3.2 Patient/Client, Family, and Caregiver Involvement.** The Health Team shall establish a Patient/Client, Family, and Caregiver Advisory Council ("**PFAC**") at such time as the Steering Committee determines that it is appropriate to establish same. PFAC shall provide advice to the Health Team and will represent those seeking care or supporting those seeking care in the community and will represent the diversity of the Windsor-Essex region. The Ministry's Patient and Family Declaration of Values, a copy of which is attached to this Agreement as **Schedule "B"** shall be and is adopted by the Health Team.
- 3.3 Primary Care Network.** The Health Team shall establish a Primary Care Network ("**PCN**") at such time as the Steering Committee determines that it is appropriate to establish same. The PCN shall provide advice to the Health Team with a focus on building clinical integration across the continuum of care. The PCN shall have representation from primary care physicians, specialists, nurse practitioners, physician assistants, team-based primary care administrators/Executive Directors and such other representatives as the Steering Committee may deem appropriate from time to time.
- 3.4 Other Committees.** The Health Team, through its Steering Committee, may establish such further and other committees, subcommittees, and/or working groups as it may deem necessary and expedient from time to time.

4.0 ARTICLE 4 – Projects

- 4.1 Implementation.** Any Project of the Health Team shall be implemented as follows:
- (a) The Steering Committee may identify one or more initiatives, programs, and/or services as an opportunity for a Project;
 - (b) The Steering Committee shall delegate that authority to a

Collaborative Decision-Making Agreement

subcommittee, and which plan shall be guided by the shared vision, guiding principles, and commitments of this Agreement. Each plan shall set out relevant considerations, terms, and conditions for the specific Project;

- (c) Where appropriate, the Steering Committee, or a subcommittee tasked with a specific Project by the Steering Committee, shall develop a Project Agreement consistent with the plan developed for it, setting out the details of the Project, and including clear and transparent accountability measures. Unless a specific Project Agreement is implemented, this Agreement shall govern each Project, and no Project Agreement shall conflict with any term of this Agreement;
- (d) Before participating in any Project, each Team Member (and any other Participant) that wishes to participate shall ensure that its participation complies with any and all applicable laws, industry and professional standards, and its own policies, and that it has the necessary approval from its Board of Directors (if required);
- (e) Where appropriate, participating Team Members (and any other Participants) shall execute a Project Agreement in accordance with their own delegation of authority; and
- (f) Each Team Member (and any other Participant) participating in a Project shall maintain its own separate corporate governance structures throughout each Project, and shall retain all of its own books and records with respect to its participation in the Project in accordance with its own record retention policies and shall make them open to examination and copying by the other Team Members. All documents related to each Project shall be accessible to the other participating Team Members (and any other Participant) as required to enable them to meet any of their respective reporting requirements.

4.2 Project Principles and Requirements. Where appropriate, each Project (and, if applicable, Project Agreement) will set out:

- (a) the scope of services to be provided by each Team Member (and any other Participant) and their respective accountabilities and responsibilities;
- (b) the specified strategic objectives and performance measures;
- (c) the costs and financial matters specific to the Project,

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including: budget, transfers of funds, payment terms, tax issues, set-offs, and cost allocations;

- (d) the in-kind resource contributions;
- (e) the human resource considerations;
- (f) the reporting and audit compliance requirements;
- (g) the third-party approvals that may be required;
- (h) any intellectual property considerations;
- (i) data sharing agreements;
- (j) an annual evaluation to review and monitor progress, determine value, and achievement of progress and desired outcomes;
- (k) conflict resolution processes;
- (l) the term, and clauses related to termination, withdrawal, and expulsion from the Project, and any consequences thereof; including a process for return of management functions, clinical and support services, and asset distribution on termination of participation in the Project or termination of the Project; and
- (m) the liability, indemnification, and insurance requirements.

5.0 ARTICLE 5 –Integration with Others

5.1 Voluntary Integration with Others. If a Team Member is contemplating an integration of services with another entity that will have a significant impact on its ability to meet its obligation to the Health Team pursuant to the terms of this Agreement, then it shall notify the Steering Committee forthwith in writing, and in any event, not less than 90 days before the completion of such integration, with such written notice to include at least the following:

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- (a) the name of the entity or entities the Team Member is being integrated with;
- (b) the terms of the proposed integration; and
- (c) an assessment of the impact, if any, of the proposed integration on the Health Team.

Within 21 days of receipt of the notice, the Steering Committee shall assess the impact of the proposed integration on the Health Team and deliver a written report with recommendations to the Team Member that provided the notice. The Team Member shall have the obligation to work towards an integration (where feasible) that continues to meet the Team Member's obligations to the Health Team.

5.2 Involuntary Integration. The Team Members recognize that the Minister of Health may order an integration involving one or more of the Team Members of the Health Team with each other or one or more third parties. Should this occur, the Steering Committee shall meet forthwith and develop a recommendation to the Team Members as to the impact of such integration on the Health Team, this Agreement, and each Project, and whether any amendments are required to this Agreement, a Project, and/or a Project Agreement to address the impacts of such integration. Despite such integration, the Team Members impacted shall endeavour to continue to meet their respective obligations under this Agreement and each Project in which they are involved, unless any Team Member(s) determines it is not feasible to do so. If any Team Member makes this determination and any other Team Member does not agree, the matter will be resolved by use of the dispute resolution provisions of this Agreement.

6.0 ARTICLE 6 – Privacy and Confidentiality

6.1 Privacy. For the purposes of the Health Team:

- (a) The Team Members shall share personal health information with one another for the purpose of providing health services, and coordinating its provision, in accordance with applicable laws;
- (b) Team Members will enter into a data sharing agreement for each Project in which it is involved in respect of sharing personal health information for all other purposes; and

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- (c) Each Team Member shall be responsible for responding to any allegation that it has not complied with its obligations with respect to the sharing of personal health information, and it shall not seek indemnification from the Health Team or any other Team Member.

6.2 Confidentiality. Team Members shall not disclose any Confidential Information of another Team Member to a third party, except:

- (a) with written consent of the Relevant Team Member;
- (b) to the extent that disclosure is necessary to meet applicable laws or governmental or public authority directives or other requirements; or
- (c) as otherwise permitted under the terms of this Agreement

6.3 Loss or Compromise of Confidentiality. Should a Team Member discover any loss or compromise of Confidential Information of another Team Member, it will notify the Team Member forthwith of same and shall with cooperate with the affected Team Member mitigate the loss or compromise. Upon request, each Team Member shall return or destroy all Confidential Information of the relevant Team Member that it is not required to retain to satisfy its own obligatory reporting requirements. For greater certainty the provisions of this Section apply to Confidential Information of another Team Member, with any loss or compromise of personal health information continuing to be covered by and handled in accordance with the laws and legal requirements that apply to each respective Team Member and in accordance with any data sharing agreement entered into between and/or among the Team Members.

6.4 Use of Confidential Information. Notwithstanding the provisions of this Article 6, each Team Member may use the Confidential Information of another Team Member to assist in meeting its obligations under this Agreement, to protect its interests under this Agreement, and in such other manner as may be required by any applicable law.

6.5 Public Notices and Media Releases. All notices to third parties and all other publicity concerning this Agreement specifically or the Health Team in general shall be planned, coordinated, and approved by the Steering Committee, and no Team Member(s)

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shall act in this regard without the prior approval of the Health Team through its Steering Committee, unless required to do so by applicable laws or governmental requirements. The spokesperson(s) of the Health Team shall be such member(s) as may be selected by the Steering Committee from time to time.

7.0 ARTICLE 7 – Decision-Making

- 7.1 Decision-Making.** The Team Members hereby delegate the authority to make decisions for the Health Team to the Steering Committee. The Steering Committee is comprised of representation from all Health Team sectors and is subject to the mandate and processes described at **Schedule "A"** appended hereto, with a basic majority of the members of the Steering Committee being sufficient to make any decision related to the Health Team.
- 7.2 Further Delegation of Authority.** The Steering Committee may, at a time it deems appropriate, appoint an Executive Lead or Executive Director for the Health Team, and may delegate such authority from the Steering Committee to the Executive Director/Lead as may be deemed appropriate by the Steering Committee from time to time.
- 7.3 Composition of the Steering Committee.** The Team Members hereby acknowledge and agree that the composition of the Steering Committee reflects each of the sectors that comprise the Health Team. Should changes to the composition of the Steering Committee be required, the changes will be commenced by the Steering Committee itself, but shall require input from all Team Members, and approval of a majority of the Team Members prior to any changes to the composition of the Steering Committee being implemented.
- 7.4 Dispute Resolution.** The Team Members agree to be bound by the following terms related to resolution of disputes:
- (a) The Team Members shall use best efforts to resolve any disputes that may arise in a collaborative manner through informal discussions and attempts to work out a resolution that aligns with the vision and principles enunciated in this Agreement;
 - (b) Should the Team Members be unable to resolve the dispute in accordance with 7.4(a) above, the Team Members shall continue to engage in an open and constructive dialogue

Collaborative Decision-Making Agreement

with the assistance of a Team Member designated by the Steering Committee, or, where required, the assistance of an external facilitator;

- (c) Should the Steering Committee be unable to resolve the dispute in an amicable fashion in accordance with the provisions of 7.4(b) above, the Steering Committee shall present the dispute to all Team Members with a proposed resolution to be voted on, with a simple majority of votes in favour of the proposed resolution being sufficient for the resolution to be accepted and implemented;
- (d) Should the dispute be resolved in accordance with (c) above, all Parties to the dispute shall respect the decision and all Team Members will work together to implement the resolution in the best interests of the Health Team;
- (e) Should a dispute not be able to be resolved in accordance with (c) above, no litigation of any kind will be commenced by any of the affected Team Members, and it will be up to each individual Team Member to either continue to work towards resolving the matter using best efforts or to withdraw from the applicable Project and/or from the Health Team in accordance with the provisions of Article 8 below.

8.0 ARTICLE 8 – Term, Termination, Withdrawal, and Expulsion

8.1 Term. This Agreement shall commence on the date of this Agreement and shall continue indefinitely, unless terminated in accordance with Section 8.2 below. The Steering Committee shall review the Agreement and consider whether amendments should be recommended to the Team Members of the Health Team at the conclusion of each fiscal year, with the goal of supporting continuous improvement and development of the Health Team, including financial and organizational integrations.

8.2 Termination of Agreement. The Team Members may only terminate this Agreement by mutual written and unanimous agreement.

8.3 Withdrawal. A Team Member may withdraw from the Agreement by providing at least 90 days written notice to the Steering Committee.

Collaborative Decision-Making Agreement

8.4 Expulsion. A Team Member may be expelled from the Health Team, at which time it will immediately cease to be a Party to this Agreement and a Team Member in any and all Projects in which it is involved. Reasons for expulsion include, but are not limited to, a Team Member not meeting its commitments under this Agreement or a Project Agreement, and/or a Team Member being disruptive to the consensual governing process at either Steering Committee or Partnership Committee meetings. However, an expulsion may only take place after following these procedures:

- (a) All members of the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) must agree unanimously that an expulsion is warranted and advisable;
- (b) Following such unanimous agreement as referenced in 8.4(a) above, the Steering Committee shall notify the Team Member in writing that the Steering Committee intends to expel the Team Member and provide the reasons for said intended expulsion;
- (c) The Team Member shall be provided with (1) an opportunity to respond to the intended expulsion and the reasons for same and (2) if deemed appropriate by the Steering Committee in its sole and absolute discretion, be provided with an opportunity to rectify the issue(s) that gave rise to the decision to expel the Team Member;
- (d) The timelines within which a Team Member may respond to the notice of intended expulsion and the time within which a Team Member may be permitted to rectify issue(s) is in the sole and absolute discretion of the Steering Committee to set in writing when notifying the Team Member of the intended expulsion;
- (e) Immediately following the expiry of any timelines set by the Steering Committee, the Steering Committee (except for the Team Member being considered for expulsion if it is a member of the Steering Committee) shall meet and must agree unanimously that the Team Member is to be expelled; and
- (f) Following the final decision of the Steering Committee to expel, the affected Team Member may invoke the dispute resolution provisions of this Agreement found at Section 7.4

Collaborative Decision-Making Agreement

above, but the affected Team Member shall have no further recourse in relation to decision of the Steering Committee to expel the Team Member.

8.5 Withdrawals/Termination of Project Agreement(s). Unless a Project Agreement provides otherwise:

- (a) the Parties to a Project Agreement may terminate the Project Agreement by mutual unanimous consent, provided that they provide at least 90 days written notice of said decision to the Steering Committee prior to terminating the Project; and
- (b) a Party to a Project Agreement may unilaterally withdraw from the Project Agreement by giving at least 90 days written notice to the other Parties to the Project Agreement and the Steering Committee.

8.6 Consequences of Termination, Withdrawal, or Expulsion.

The Team Members agree to be bound by the following terms regarding the consequences of termination, withdrawal, or expulsion from this Agreement:

- (a) A Team Member who withdraws or is expelled from this Agreement shall immediately cease to be a Party to this Agreement and shall immediately cease to be a Team Member in the Health Team;
- (b) Termination of this Agreement, or withdrawal or expulsion of a Team Member from being a Party to this Agreement, shall not automatically constitute termination of a Project and any related Project Agreement, or withdrawal or expulsion from a Project and any related Project Agreement (unless the specific terms of a Project Agreement provide otherwise), and the obligations of a Team Member in relation to a Project and any related Project Agreement shall continue despite termination, withdrawal, or expulsion from being a Party to this Agreement;
- (c) Withdrawal from or termination of a Project and any related Project Agreement shall not automatically constitute withdrawal from or termination of this Agreement or any other Project or Project Agreement, as the case may be;

Collaborative Decision-Making Agreement

- (d) Notwithstanding termination, withdrawal, or expulsion of a Team Member to this Agreement or from a Project and any related Project Agreement, does not release the Team Member from its commitments and obligations under the terms of this Agreement or from any Project and any related Project Agreement, and does not release the Team Member from any actions or omissions of the Team Member for which it may be liable prior to the effective date of the termination, withdrawal, or expulsion; and
- (e) At the time a Team Member withdraws from or is expelled from this Agreement or from a Project and any related Project Agreement, the Team Member shall work with the Steering Committee to develop a strategy to transition that Team Member's obligation under this Agreement or under a Project and any related Project Agreement to other Team Members of the Health Team.

9.0 ARTICLE 9 - General

- 9.1 Independent Contractors.** The relationship between the Team Members under this Agreement is that of independent contractors, and this Agreement is intended to create, and does not create, a partnership, agency, or employment relationship between or among the Team Members. No Team Member shall have the power or authority to bind another Team Member or to assume or create any obligation or responsibility, express or implied, on another Team Member's behalf or in its name, nor shall it hold itself out to any third party as a partner, agent, or employee of another Team Member. Each Team Member shall be solely responsible and liable for its own employees, agents, and subcontractors, unless otherwise expressly agreed to in a Project Agreement.
- 9.2 Notices.** Where in this Agreement a Team Member must give or make any notice or communication, it shall be in writing and is effective if delivered personally or sent by electronic means addressed to the intended Team Member at its last known address, e-mail address, or facsimile number.
- 9.3 Entire Agreement.** Unless otherwise agreed to in writing by the Parties, this Agreement constitutes the entire agreement and supersedes any other understanding or agreement, written or verbal, existing between the Parties regarding the subject matter of this Agreement.

Collaborative Decision-Making Agreement

- 9.4 Amendment.** This Agreement may only be amended by mutual written agreement by all of the Team Members who remain Parties to the Agreement at the time of any amendment.
- 9.5 Assignment.** No Team Member may assign its rights or obligations under this Agreement or any integration contemplated in accordance with the provisions of the *Connecting Care Act*, without the prior written consent of the Steering Committee. Notwithstanding the foregoing, but subject to Section 5.2 above, a Team Member may assign this Agreement without consent in the event of an integration ordered by the Minister of Health.
- 9.6 No Waiver.** No waiver of any provision of this Agreement is binding unless it is in writing and signed by the Team Member(s) entitled to grant the waiver.
- 9.7 Severability.** Should any provision of this Agreement be deemed null and void for any reason, same shall be struck from the Agreement and the balance of the Agreement shall remain in full force and effect.
- 9.8 Binding.** This Agreement shall ensure to the benefit of, and be binding upon the Parties and their respective successors, administrators, and assigns.
- 9.9 Governing Law.** This Agreement shall be governed by, interpreted, and enforced (if necessary) in accordance with the applicable laws of the Province of Ontario and Canada.
- 9.10 Survival.** Notwithstanding the termination of this Agreement, or the withdrawal or expulsion of a Team Member from being a Party to this Agreement, the following survive any such termination, withdrawal, or expulsion: Sections 2.4, 6.1, 6.2, 6.3, and 8.6.
- 9.11 Counterparts.** This Agreement may be executed in counterparts, each of which together shall constitute the entire fully executed Agreement.
- 9.12 Electronic Execution.** This Agreement may be executed electronically, and the signature affixed electronically shall be deemed to be an original signature for all purposes.

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SCHEDULE "A"

STEERING COMMITTEE – TERMS OF REFERENCE

Mandate	The Team Members expressly recognize that the number of Team Members that comprise the Health Team is too large to make decision making by all members of the Health Team practical or expedient. As such, the Team Members have expressly agreed to delegate decision making authority to the Steering Committee, with the roles and responsibilities of the Steering Committee including: 1. Planning and Priorities 1.1 establish an overall strategic plan for the Health Team and develop an annual work plan consistent with the Strategic Plan; 1.2 identify and measure the priority populations of the Health Team; 1.3 facilitate and oversee the development of a healthcare strategy for the priority populations; 1.4 develop the Health Team's name recognition and brand; and 1.5 identify, implement, and monitor Projects. 2. Quality and Risk 2.1 review, collaborate on, and monitor safety and quality standards and performance and quality improvement for the Health Team; 2.2 identify risk issues and consider risk allocation, mitigation, and corrective actions for Health Team activities; 2.3 develop and implement a complaints and significant event process for issues that impact more than one Team Member;
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	2.4 develop a risk management process for issues that could negatively impact the Health Team; 2.5 develop patient, family, and provider surveys and other quality tools; and 2.6 develop a quality and safety framework. 3. Resources and Accountability 3.1 develop guidelines for the allocation and sharing of costs and resources, including funding earmarked for the Health Team as well as human resources, capital, and facilities and costs related to supporting the work of the Health Team; 3.2 review and collaborate on accounting and financial performance; 3.3 develop clinical and financial accountability standards; and 3.4 develop a strategic physician services partnership. 4. Engagement and Reporting 4.1 develop and implement a joint communications strategy, including communication to stakeholders and the community; 4.2 engage with and seek input from Team Members, Participants, and potential Participants; 4.3 ensure engagement at a board to board level among Team Members; and 4.4 report from time to time to Team Members on the work of the Steering Committee and any subcommittees and/or working groups of the Steering Committee. 5. Academic Strategy 5.1 Develop an academic strategy for education and training; and
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –
Terms of Reference

	5.2 develop and academic strategy for research and innovation. 6. Evaluation and Performance 6.1 develop an evaluation and performance strategy; and 6.2 connect with government agencies to measure performance against the strategic plan and annual operating plans 7. Decision Making and Compliance 7.1 evaluate and identify areas of improvement in the integrated leadership and decision making structure of the Health Team on an ongoing basis, including the establishment of a standardized process to identify and admit additional Team Members to the Health Team; 7.2 discuss compliance with, and necessary amendments, if any to the Collaborative Decision-Making Agreement and to these Terms of Reference; 7.3 facilitate dispute resolution; 7.4 ensure compliance with ongoing reporting requirements; and 7.5 ensure decisions and corresponding actions are focused on the priority populations served by the Health Team.
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –
Terms of Reference

Membership	The Steering Committee shall be comprised of the following number of voting members from each of the various sectors, advisory groups, and specific entities associated with the Health Team: 1. Three (3) members from the Community Service Organizations Sector; 2. Three (3) members from the Hospital Sector; 3. Two (2) members from the Long-Term Care Sector; 4. Three (3) members from the Primary Care Sector; 5. Three (3) members from the Mental Health and Addictions Sector; 6. Three (3) members from the Community Care Support Services Sector; 7. One (1) representative from Ontario Health atHome; 8. One (1) representative the Windsor Essex County Health Unit; 9. One (1) representative from Essex-Windsor Emergency Medical Services; 10. Three (3) representatives from the Patient and Family Advisory Council; and 11. Three (3) representatives from the Primary Care Council.
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Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –
Terms of Reference

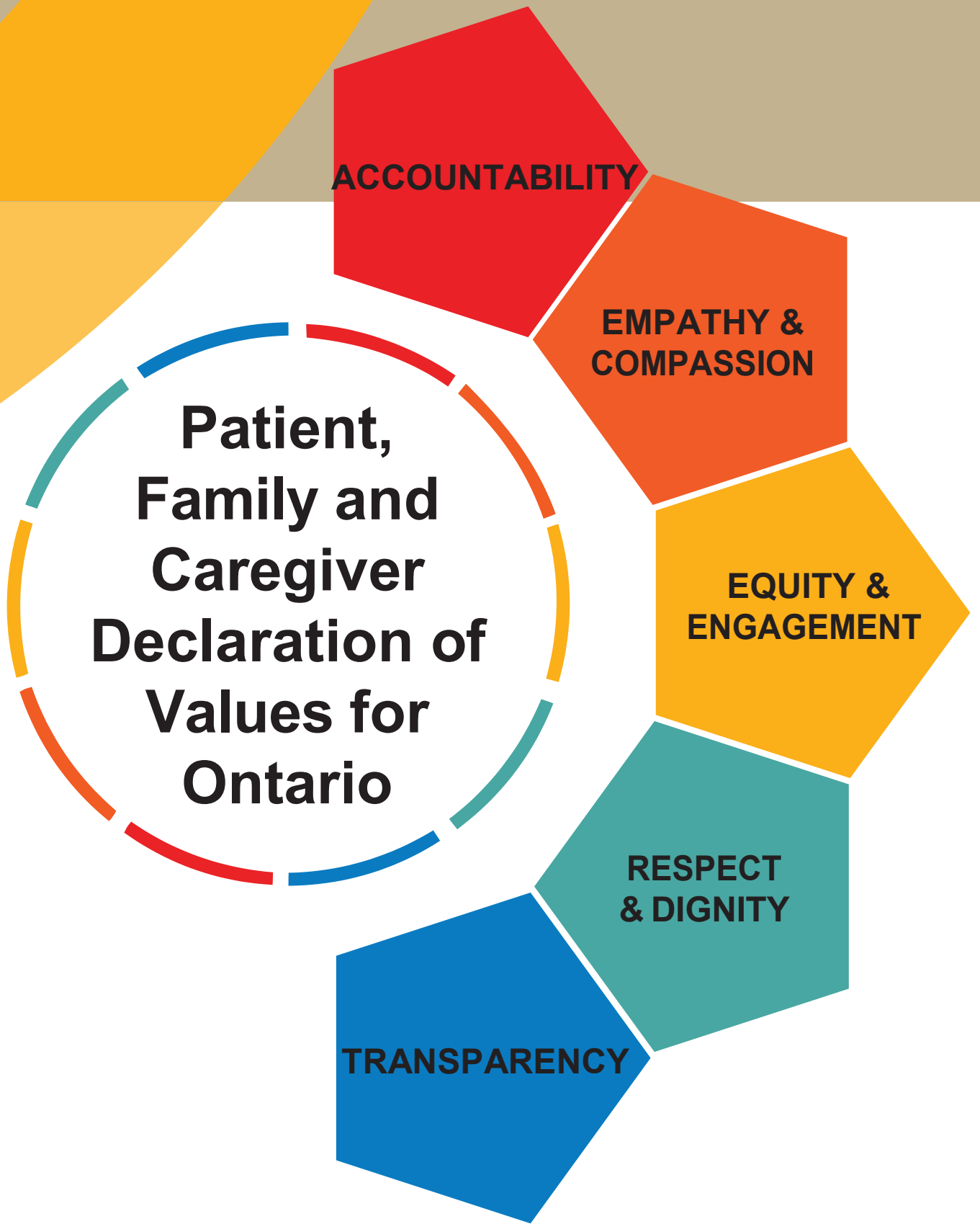
Subcommittees and Working Groups	The Steering Committee may establish one or more subcommittees and/or working groups, as the Steering Committee may deem necessary and expedient from time to time, to assist in fulfilling the role of the Steering Committee. The Steering Committee in collaboration with the sector groups shall determine the mandate and composition of any such subcommittee and/or working group, and shall draft a separate Terms of Reference for each subcommittee and/or working group.
Membership of Steering Committee	The initial membership of the Steering Committee has been agreed to by the Team Members of the Health Team as of the date of execution of the Collaborative Decision-Making Agreement. In recognition for the desire of the Team Members to have each sector that comprises the Health Team adequately represented on the Steering Committee, should a member of the Steering Committee be unable or unwilling to fulfill its role on the

Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee – Terms of Reference

	Steering Committee, the affected sector group will nominate a replacement team member from the affected sector. The Steering Committee shall confirm the removal of the former Team Member and the appointment of the new Team Member from the Steering Committee at its next formal meeting following the affected sector group advising the Steering Committee of the required removal and appointment of a Team Member from the affected sector.
Chair	The Steering Committee shall bi-annually appoint two (2) co-Chairs of the Steering Committee from among the Team Members that serve on the Steering Committee.
Fund Manager	The Steering Committee shall, by a simple majority vote, select a Team Member to be a "Fund Manager" (on such terms to be agreed to between the Steering Committee and the Fund Manager) to receive, manage, distribute, and keep accurate accounts of pooled resources, including, but not limited to, funds earmarked for the Health Team. The Fund Manager shall submit financial reports to the Steering Committee on a quarterly basis and shall retain financial records for a period of at least 7 years.
Meetings	Meetings shall be held at least once per quarter, with the Chair otherwise determining the frequency of meetings and the procedures related to meetings of the Steering Committee.
Quorum	Quorum shall be a simple majority of voting members of the Steering Committee (i.e. 50% + 1). If the designated representative of a Team Member cannot attend a meeting, the designated representative may send an alternate representative from the Team Member for the purpose of that meeting, provided the Chair is advised of the alternate member's attendance in advance of the meeting. An alternate shall be included in quorum and may vote.
Decisions	The Steering Committee shall make best efforts to reach all decisions by way of consensus, with consensus meaning that each member is prepared to support the decision, or, if

Schedule "A" to Collaborative Decision-Making Agreement – Steering Committee –
Terms of Reference

	applicable, recommend the decision to the Board of Directors of their respective organizations for approval. If consensus cannot be reached, decisions shall be made by a simple majority vote of the Steering Committee.
Minutes	Minutes of the meetings of the Steering Committee shall document deliberations and recommendations/decisions made, and shall be made available to all Team Members, PFAC, and PCC.
Information Sharing	The Steering Committee shall develop a protocol for how information is shared with Team Members and their respective Boards of Directors or governing bodies, PFAC, PCC, subcommittees, and working groups.
Policies	The Steering Committee may adopt such policies, protocols, and procedures it deems necessary and expedient to support the work of the Steering Committee and advance the goals of the Health Team.
Review and Amendment	These Terms of Reference shall be reviewed annually by the Steering Committee and may be amended upon (1) the recommendation of an amendment by the Steering Committee and (2) agreement by a simple majority of the Partnership Council.



Patient, Family and Caregiver Declaration of Values for Ontario

ACCOUNTABILITY

- ◆ We expect open and seamless communication about our care.
- ◆ We expect that everyone on our care team will be accountable and supported to carry out their roles and responsibilities effectively.
- ◆ We expect a health care culture that demonstrates that it values the experiences of patients, families and caregivers and incorporates this knowledge into policy, planning and decision making.
- ◆ We expect that patient, family and caregiver experiences and outcomes will drive the accountability of the health care system and those who deliver services, programs and care within it.
- ◆ We expect that health care providers will act with integrity by acknowledging their abilities, biases and limitations.
- ◆ We expect health care providers to comply with their professional responsibilities and to deliver safe care.

EMPATHY & COMPASSION

- ◆ We expect that health care providers will act with empathy, kindness and compassion.
- ◆ We expect individualized care plans that acknowledge our unique physical, mental, emotional, cultural and spiritual needs.
- ◆ We expect that we will be treated in a manner free from stigma, assumptions, bias and blame.
- ◆ We expect health care system providers and leaders will understand that their words, actions and decisions strongly impact the lives of patients, families and caregivers.

EQUITY & ENGAGEMENT

- ◆ We expect equal and fair access to the health care system and services for all regardless of ability, race, ethnicity, language, background, place of origin, gender identity, sexual orientation, age, religion, socioeconomic status, education or location within Ontario. We further expect equal and fair access to health care services for people with disabilities and those who have historically faced stigmatization.
- ◆ We expect that we will have opportunities to be included in health care policy development and program design at local, regional and provincial levels of the health care system.
- ◆ We expect an awareness of and efforts to eliminate systemic racism and discrimination, including identification and removal of systemic barriers that contribute to inequitable health care outcomes (with particular attention to those most adversely impacted by systemic racism).

RESPECT & DIGNITY

- ◆ We expect that our individual identity, beliefs, history, culture and ability will be respected in our care.
- ◆ We expect health care providers will introduce themselves and identify their role in our care.
- ◆ We expect that we will be recognized as part of the care team, to be fully informed about our condition, and have the right to make choices in our care.
- ◆ We expect that patients, families and caregivers be treated with respect and considered valuable partners on the care team.
- ◆ We expect that our personal health information belongs to us, and that it remain private, respected and protected.

TRANSPARENCY

- ◆ We expect that we will be proactively and meaningfully involved in conversations about our care, considering options for our care, and decisions about our care.
- ◆ We expect that our health records will be accurate, complete, available and accessible across the provincial health system at our request.
- ◆ We expect a transparent, clear and fair process to express a complaint, concern, or compliment about our care that does not impact the quality of the care we receive.

Updated: July 2021

Note: The purpose of this Patient, Family and Caregiver Declaration of Values, drafted by the Minister's Patient and Family Advisory Council in consultation with Ontarians, is to articulate patient, family and caregiver expectations of Ontario's health care system. The Declaration is intended to serve as a compass for the individuals and organizations who are involved in health care and reflects a summary of the principles and values that patients, families and caregivers say are important to them. The Declaration is not intended to establish, alter or affect any legal rights or obligations, and must be interpreted in a manner that is consistent with applicable law.

Ontario





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: Windsor-Essex Provincial Offences Program (POA) Annual Report 2025

Report #: 2025-0521-FIN-R12-MR

Purpose

To provide County Council with a copy of the 2024 Annual Report for the Windsor Essex Provincial Offences Program.

Background

In 1998, the province enacted Bill 108 which amended the Provincial Offences Act ("POA") enabling it to transfer various responsibilities of the POA Court System to municipalities. The Windsor Essex Provincial Offences Program ("POA Program") was created to accept this transfer of responsibility and provide services for the region.

Although rooted in legislation, the POA Program is essentially governed by a number of contracts, consisting of the Inter-Municipal Court Service Agreement ("ISA") which encompasses the geographic territory consisting of the City of Windsor, the County of Essex and Pelee Island. It serves to outline the roles and responsibilities of the POA Program and the 9 serviced municipalities.

Section 2.5 of the Inter-Municipal Service Agreement, that established the POA Program, provides that: "The Committee (Windsor Essex Court Service Area Liaison Committee) shall submit a report outlining the Committee's activities to the parties' Councils a minimum of once per year."

Discussion

The City of Windsor continues to administer the Windsor/Essex Provincial Offences (POA) Program on behalf of the region, which includes the County

of Essex and the seven local municipalities. As the upper-tier municipality, the County plays an oversight and coordination role through the Inter-Municipal Court Service Agreement (ISA) and active participation on the POA Liaison Committee.

The 2024 Annual Report reflects the POA Program's ongoing recovery and modernization. The program saw a 4.83% increase in charges laid, totaling 29,577, while increased judicial availability enabled a 22.8% rise in court hours, resulting in 38,692 matters being heard. Total fines collected reached \$6.18 million, up 14.2% from the previous year. These operational improvements, however, remain subject to external factors such as police enforcement levels, judicial capacity, and the volume and type of charges laid.

Operationally, several initiatives were introduced in 2024 to enhance efficiency and customer service. The program moved to an online booking system for meetings with the Part III Prosecutor and streamlined the disclosure request process, now accessible alongside the booking tool through a public kiosk in the POA lobby. The outsourcing of transcript production to third-party transcriptionists was initiated to better allocate internal resources, with plans to implement the York Model (used in 11 Ontario municipal courts) in 2025. The adoption of the Orbital Virtual Terminal system through Chase also allowed for more secure and convenient payment processing directly through staff workstations.

Financially, the POA Program remains a self-funded, revenue-generating model. In 2024, it concluded the year with a net operating profit of \$1,426,322. After deducting operational costs—such as staff salaries, court security, facility maintenance, and adjudication—the remaining net revenue was distributed among partners based on weighted assessment. The County of Essex Local Municipal Partners received 51.4% (\$731,768.74), the City of Windsor 48.3%, and Pelee Township 0.285%. Since local transfer in 2001, the program has generated approximately \$51.6 million in net revenue, benefitting local taxpayers across the region.

Red Light Camera (RLC) offences, despite decreasing to 16.8% of total tickets (down from 21.8% in 2023), still delivered a net profit of over \$1.1 million. A Canada Post strike in late 2024 disrupted the issuance of these tickets, particularly in December when no RLC offences were processed. In response to the inefficiencies of the traditional court system for such offences, Windsor's Environment, Transportation and Public Safety Committee endorsed transitioning RLC enforcement to an Administrative

Penalty (AP) system in 2025. If approved by City of Windsor Council, this move would streamline adjudication, retain 100% of penalty revenue by the City, and reduce pressure on POA court resources.

In addition to operational and financial updates, the POA Liaison Committee continued to meet regularly to discuss program direction, budgets, and strategic issues. Key topics in 2024 included the ongoing suspension of court operations in Leamington, the potential transfer of Part III prosecutions to municipalities, and long-term financial sustainability in the face of fluctuating caseloads.

Financial Implications

The financial sustainability of the POA Program is significantly influenced by external factors, including the volume and type of charges laid, the ability of individuals to pay imposed fines, and judicial capacity to hear matters. One of the more pressing challenges in recent years has been the shortage of judicial resources, which limited court time and reduced the number of matters that could be adjudicated. However, judicial resources in the Windsor-Essex region were fully restored by September 2024, which helped increase court activity in the latter part of the year and is expected to support higher revenue collection in 2025.

In 2024, the Windsor/Essex POA Program ended the year with a net operating surplus of \$1,426,322, an improvement over the 2023 surplus of \$1,007,689. Contributing factors included increased court hours, operational streamlining, and continued enforcement of defaulted fines. The POA Program continues to operate on a cost-recovery basis, providing net positive revenue that is shared among participating municipalities based on the Intermunicipal Court Service Agreement (ISA).

An important shift is anticipated in 2025 with the planned transition of Red Light Camera (RLC) offences to an Administrative Monetary Penalty (AMP) system. In 2024, RLC offences accounted for 16.8% of all tickets and generated a net surplus of approximately \$1.1 million. Once transitioned, this revenue will be retained entirely by the City of Windsor, as it will no longer flow through the POA Program or be included in the shared revenue distribution under the ISA. While this change is expected to streamline adjudication for minor traffic offences, it will also reduce the amount of revenue shared across the region.

Sustaining program funding in the future will depend on stable charge volumes, effective enforcement, and ongoing judicial capacity to manage caseloads efficiently.

Consultations

NA

Strategic Plan Alignment

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

Recommendation

That Essex County Council receive report number 2025-0521-FIN-R12-MR, Windsor-Essex Provincial Offences Program (POA) Annual Report as information.

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Administrative Report
May 21, 2025
Windsor-Essex Provincial Offences Program (POA) Annual Report

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	2024 Windsor/Essex Provincial Offences (POA) Annual Report
B	Red Light Camera Program Changes - Memo

WINDSOR/ESSEX PROVINCIAL OFFENCES (POA) ANNUAL REPORT

The 2024 Annual Report is a detailed summary that highlights the activities and operations of the Windsor/Essex POA department throughout the year. It is provided to the Liaison Committee Members every year and includes an overall assessment of the operations and its structure, key performance indicators and financial results.

Issued on: March 24,
2025

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MESSAGE TO OUR MUNICIPAL PARTNERS

It is my pleasure to present the 2024 Windsor/Essex Provincial Offences Annual Report which details the operational results and financial performance that we achieved throughout the year.

The POA team worked throughout the year to meet its objectives and supported a number of new initiatives that had a positive impact on the overall business operations. Some of the key highlights include:

- Moved to an online booking system for meetings with our Part 3 Prosecutor. Streamlined disclosure request portal and now provide access to both the disclosure request portal and the online booking system through a public kiosk in the POA lobby.
- Began outsourcing the production of transcripts to 3rd party transcriptionists to better utilize staff resources. It is expected that at some time during 2025 the POA office will adopt and implement the York Model for transcripts (a model used by 11 Ontario municipal courts).
- Adopted the Orbital Virtual Terminal program through Chase allowing payments to be processed securely through staff workstations. This change provides more secure payment processing while also providing a better customer experience.
- The Windsor/Essex POA program ended the year with a net operating profit of \$1,426,322.

In 2025, automation and improved processes are being planned. Greater use of electronic documents will allow for faster filing with our court and decreased manual effort from department staff. We anticipate and look forward to continued legislative changes aimed at modernizing the provincial offences court system.

Sincerely,

Chris Carpenter

Manager of Provincial Offences

SECTION A - BACKGROUND & OPERATIONAL ACTIVITIES

In 1998, the province enacted Bill 108 which amended the Provincial Offences Act (“POA”) thereby enabling it to transfer various responsibilities of the POA Court system to municipalities across Ontario. Offences governed by the POA are regulatory in nature created pursuant to provincial statutes such as the Highway Traffic Act, the Compulsory Automobile Insurance Act, the Liquor License Act, and the Trespass to Property Act, to name a few. The transfer of POA responsibilities included court support and administration functions, the prosecution of ticketed offences under Part I of the POA (with the more serious charges under Part III continuing to be prosecuted provincially), as well as the collection and enforcement of most fines. Part II matters (also known as parking ticket) and the collections of those tickets are handled by the Parking Enforcement division of the City of Windsor under the administrative penalty system. The POA Transfer did not include criminal matters, which continue to be processed and prosecuted in a court system managed by the province.

The Windsor/Essex Provincial Offences Program (“POA Program”) was created as a special-purpose vehicle to accept the transfer of POA responsibilities from the province. It functions as a self-funding, operating division of the City of Windsor (“City”), having been established for the express purpose of locally implementing the POA Transfer at the regional level.

Although rooted in legislation, the POA Program is essentially governed by a number of contracts, consisting of the following agreements:

- The Transfer Agreement between the City and the province of Ontario as represented by the Ministry of the Attorney General (“MAG”), consisting of 2 contracts, namely a generic Memorandum of Understanding (“MOU”) and a Local Side Agreement (“LSA”). The Transfer Agreement sets forth the City’s responsibilities and duties, inclusive of various guidelines and standards;
- The Intermunicipal Court Service Agreement (“ISA”) entered into amongst the City and those other affected municipalities together constituting the Windsor/Essex Court Service Area (“Area”), which encompasses the geographic territory consisting of the City of Windsor, the County of Essex and Pelee Island. It serves to outline the roles and responsibilities of the POA Program and the 9 serviced municipalities.

The ISA provided for an initial term of six fiscal years, commencing on March 5, 2001 (the live transfer date) through December 31, 2006. The ISA has been renewed three times since the original agreement each time for a period of 5 years. The current agreement which was renewed in 2021 commenced January 1, 2022 and expires December 31, 2026.

The POA Program also has responsibility for various POA Court operations at the Leamington courthouse, where the POA Court presided the 1st, 3rd and 5th Thursday of every month prior to the pandemic. At the time of writing this report, the Leamington courthouse operations have not resumed. The proceedings that would typically be held in Leamington are being held virtually

in Windsor courts. If and when the Leamington courts open back up to in person proceedings, Windsor/Essex POA will review its operations and determine the best course of action moving forward with hosting POA matters at this location.

The POA Program provides services and facilities to various stakeholders within the administration of the justice system. These stakeholders include law enforcement personnel whose mandates entail the initiation of proceedings against defendants alleged to have violated provincial legislation and municipal by-laws, defendants and their legal representatives, victims of such violations, various provincial authorities, as well as an independent and impartial judiciary. Operations of the POA Program fall into four functional categories. These four sections together constitute the operational aspects of the POA Program:

Court Administration: This area has general carriage of the POA Court office. Responsibilities include the intake, processing, filing and preservation of charging documents (i.e. tickets) and associated certificate control lists received from law enforcement agencies; the intake of mail and allocation and processing of payments and legal documentation; tracking of on-line remittances via www.Paytickets.ca; staffing of cashier stations to handle payments and queries; generation of POA Court dockets including fail-to-respond, trial, first appearance, and Early Resolution; setting of trials; procuring interpreter services; liaising with police court services personnel; intake and processing of motions, re-openings, appeals and applications for extensions of time to pay fines; maintaining updated data in the provincial mainframe application known as the Integrated Courts Offences Network (“ICON”); enforcement of delinquent fines via driver’s license suspensions; processing of daily financial matters; procurement of equipment/supplies; and overall maintenance of the operations. Due to changes enacted by Bill 177, court administration, as clerks of the court, are able to review and approve reopenings as well as extensions of time to pay and convict fail to respond matters as of November 1, 2021.

Court Support: This area is composed of POA Court monitors, being a combination of court clerks/reporters whose responsibilities include ensuring that the POA Court dockets and associated charging documents are properly presented in court; paging defendants; assisting the Justices of the Peace in arraignments and endorsements; issuing statutory warnings to defendants; generating payment slips to defendants wishing to immediately satisfy imposed fines; maintaining updated ICON data; ensuring that the proceedings are properly recorded; typing transcripts for use in appeals and other proceedings; logging and preserving exhibits including disposal of same in accordance with judicial directions or retention requirements. Due to changes enacted by Bill 177, court clerk reporters, as clerks of the court, are able to convict 9.1.b convictions for fail to respond individuals in an early resolution setting.

Prosecution: The Municipal Prosecutors appear in POA Court to call the trial list and to conduct trials, to deal with motions, to set trial dates; they meet with defendants and their representatives in conjunction with the Early Resolution process with a view to resolving matters; they review law enforcement files to ensure that matters should be proceeded with and assist

with disclosure to Defendants and their Representatives and they appear in the higher courts on both prosecution and defence appeals. Municipal by-law matters are heard in POA court and each municipality prosecutes their own by-laws. In 2023, Part III matters under the POA remained the prosecutorial responsibility of the Crown Attorney's office &/or specialist Prosecutors provided by various ministries.

On December 14, 2017, Bill 177 – Stronger, Fairer Ontario Act - was passed by the Legislative Assembly of Ontario that enables the Attorney General to enter into agreements with municipalities to transfer responsibility for certain prosecutions currently prosecuted by the Ministry's Criminal Law Division under Part III of the POA. Based on the current wording of the legislation, a Part III transfer is permissible, but not mandatory, and municipalities have made it clear to the Ministry that taking on this transfer would need to be approved by their respective councils. If Part III offences are transferred to the municipalities, the Crown Attorney's office will continue to monitor the more serious cases. Based on a preliminary review of the statistics regarding Part III matters, it is expected that an additional prosecutor would need to be added to the permanent staff establishment. Further incentives would need to be provided in order to recommend the transfer to Council.

The prosecution of City of Windsor By-laws was transferred to the POA Municipal Prosecutors from the Legal Department in 2017. The Municipal Prosecutors are also prosecuting charges laid by any of the Fire Services in Essex County.

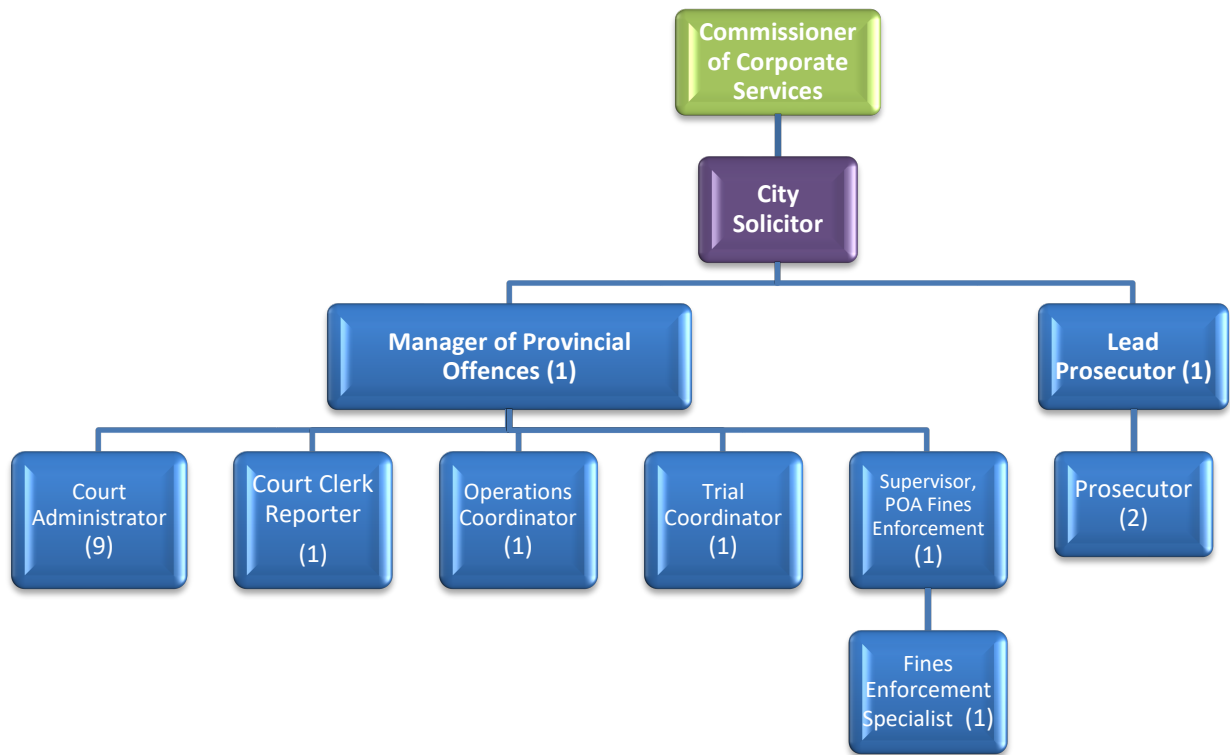
Fines Enforcement (Collections): One POA Fines Enforcement Supervisor along with one POA Fines Enforcement Specialist are responsible for ensuring that POA Court judgments, being orders imposing monetary penalties, are honoured by defendants including seeing to it that certificates of default are prepared and filed in a timely fashion at the Superior Court of Justice; for sending out dunning letters; for locating and meeting with defendants having defaulted fines and making arrangements for collecting; for ensuring that writs of seizure and sale and garnishments are proceeded with in appropriate cases; for attending on judgment debtor examinations primarily at the Small Claims Court level; for filing proofs of claim with trustees in bankruptcy and estate trustees; and for liaising with collection agencies and credit bureaus with which the POA Program has relationships.

The Windsor POA facility also houses a satellite office of the Police Court Services Branch. Among other things, that office works closely with the Prosecutors to ensure that law enforcement files are available for use at trials, at Early Resolution meetings and on appeals. The Court Services office also advises Police Officers of trial dates, summons lay witnesses, arranges for personal service of court documents, provides disclosure to Defendants and their legal representatives and procures necessary official documentation for use in court as evidence.

An organizational diagram of the POA Program is included and identified as CHART A-1, which was in effect at the end of the subject reporting period.

CHART A-1

ORGANIZATIONAL CHART OF THE WINDSOR/ESSEX POA OFFICE



SECTION B - LIAISON COMMITTEE

The ISA calls for the setting up of an administrative advisory panel, being the Windsor/Essex Court Service Area Liaison Committee (“Liaison Committee”), composed of one representative from each participating municipality. Among other items, the 10-person Liaison Committee:

- Serves as the liaison between the City and the 9 Serviced Municipalities on all matters relating to the operation of the POA Program
- Reviews all reports submitted by the City Solicitor in conjunction with the Manager of Provincial Offences and makes recommendations to the operations of the POA Program
- Reviews and recommends for approval the annual budgets
- Generates an annual report for review by the respective councils of the participants

By virtue of the ISA, each party municipality provides a member of its administration as its Liaison Committee representative, with the Windsor representative currently being the Commissioner of Corporate Services. The latter is also the Chair.

For 2024, the final composition of the POA Liaison Committee was as follows:

MUNICIPALITY	MEMBER	POSITION
Amherstburg	Tracy Prince	Director, Corporate Services/CFO
Essex (County)	Melissa Ryan	Director of Financial Services/Treasurer
Essex (Town)	Kate Giurissevich	Director, Corporate Services/Treasurer
Kingsville	Ryan McLeod	Director of Fin. & Corp. Services/Treasurer
Lakeshore	Justin Rousseau	Director of Finance/CFO
LaSalle	Dale Langlois	Director of Finance/ Treasurer
Leamington	Laura Rauch	Director of Finance & Business Services
Pelee	Michelle Feltz	Treasurer/Tax Collector
Tecumseh	Tom Kitsos	Director of Financial Services/CFO
Windsor	Wira Vendrasco (Chair)	City Solicitor
Windsor	Chris Carpenter	Manager of Provincial Offences

The Liaison Committee is mandated by the ISA to convene at least twice annually. In 2024, there were two meetings that were held on the following dates and locations:

Date

March 20, 2024

November 20, 2024

Location

Virtual Meeting

Virtual Meeting

SECTION C – CASELOADS & STATISTICS

The POA Program’s caseload is dependent upon charges laid by professional law enforcement personnel and agencies. The workflow of the POA Program commences with the initiation by Police and other Officers of legal proceedings against alleged violators of provincial legislation and municipal by-laws. Legal proceedings are instituted by personal service upon the defendant by either a Provincial Offence Notice (also known as a Part I ticket) or a more formal Summons to Defendant requiring attendance at court (also known as a Part III ticket). These charges are ultimately disposed of by an independent and impartial judiciary presiding in the form of the POA Court. Pursuant to Part X of the POA and the Transfer Agreement, the POA Program receives fine revenue from Part I and Part III charges, provided that the fine revenue is not “dedicated” to some special purpose. Further detailed distinctions are possible, as indicated below:

- Charges laid by traditional Police forces, being local police services including the OPP: all fine revenues belong to the POA Program virtually without exception unless the charges are laid under federal legislation or under certain municipal bylaws
- Charges laid by specialized Police forces, such as the OPP contingent securing Casino Windsor: for the most part all fine revenues belong to the POA Program, unless charges are laid under federal legislation (for example by the CNR or CPR police under the *Railway Safety Act* of Canada)
- Charges laid by specialized agencies and most Provincial Ministries, for example the Ministry of Labour under the *Occupational Health and Safety Act*: for the most part all fine revenues belong to the POA Program, unless there is statutory dedication
- Charges laid by Municipal Inspectors and Police Officers under bylaws (e.g. licensing, zoning, noise, prohibited turns, etc.) and provincial statutes (e.g. *Building Code Act*): the fine revenues belong to the charging municipality, with the POA Program receiving no compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees
- Charges laid under federal enactments, or by certain Provincial Ministries or bodies in situations where the fines are statutorily “dedicated” to special purposes: the POA Program receives no fine revenue or other compensation for services rendered and facilities made available, other than relatively insignificant court costs/fees.

In 2024, the POA Program took in a total of 29,577 charging documents, for a monthly average intake of approximately 2,464 tickets. TABLE C-1 which follows below shows the charging volume for each agency and the year over year percentage change.

NOTE: *The numbers and/or percentages of charges do not necessarily translate into more or less fine revenue generation. The quality of the charges is important along with the final resolution of the fines.*

Table C-1: 2024 CHARGING VOLUME BY AGENCY

Agency	2024	% Change '24 vs. '23	2023	% Change '23 vs. '22
Windsor Police	12,519	14.3%	10,949	39.8%
Ministry of Transportation	1,554	-29.2%	2,194	37.6%
RLC-Joint Processing Centre	5,034	-18.0%	6,141	15.5%
Essex OPP	7,318	34.6%	5,437	32.3%
Tecumseh OPP	50	-81.8%	274	80.3%
Leamington OPP	209	-48.4%	405	11.9%
Lakeshore OPP	278	29.9%	214	-10.8%
Essex Town OPP	59	-28.0%	82	-24.1%
Kingsville OPP	98	-19.7%	122	-20.8%
LaSalle Police	1,256	2.3%	1,228	0.2%
Essex Detachment Heat Unit	0	N/A	0	N/A
Canadian Pacific Rail Police	561	68.5%	333	-2.9%
Ministry of Natural Resources	239	4.4%	229	-5.4%
Windsor Fire Department	18	-53.8%	39	62.5%
Casino OPP	9	-25.0%	12	50.0%
Windsor Essex County Health Unit	87	45.0%	60	-38.8%
Windsor Bylaw	102	-44.0%	182	93.6%
Ministry of Finance	0	-100.0%	5	N/A
Ministry of Labour	80	-27.3%	110	182.1%
Ministry of Environment	33	-35.3%	51	6.3%
Ministry of Health	2	N/A		N/A
Ministry of Solicitor General	70	677.8%	9	125.0%
Ontario College of Trades	0	N/A	0	N/A
Lakeshore Fire	9	800.0%	1	-88.9%
Humane Society – Windsor	3	200.0%	1	N/A
Amherstburg Bylaw	24	9.1%	22	2100.0%
Amherstburg Fire Department	1	N/A	0	-100.0%
Lakeshore Bylaw	41	-4.7%	43	437.5%
Canadian Heritage Parks	11	-75.6%	45	28.6%
Electrical Safety Authority	8	N/A	0	-100.0%
Real Estate Council - Windsor	0	N/A	0	N/A
OPP-Traffic Mgt/Ride Mount Forest	0	N/A	0	N/A
OPP-Traffic Mgt/Ride London	115	194.9%	39	-31.6%
Orillia O.P.P	11	120.0%	5	150.0%
Kingsville Bylaw	35	600.0%	5	150.0%
Ontario Motor Vehicle Industry Council	23	-64.6%	65	-4.4%
Tarion Warranty Corp	0	N/A	0	N/A
Kingsville Fire	2	N/A	0	-100.0%
Essex Bylaw	3	-40.0%	5	-50.0%
Essex Fire Department	2	100.0%	1	-66.7%
Ministry of Municipal Affairs & Housing	0	-100.0%	6	100.0%
Leamington Bylaw	23	-77.7%	103	1371.4%
Essex Region Conservation Authority	0	-100.0%	1	N/A
Canadian National Rail Police	0	N/A	0	N/A
Ontario New Home Warranties Program	0	N/A	0	N/A
OPP Pelee Island	0	N/A	0	N/A
Leamington Fire	15	-58.3%	36	-50.7%
London-Heat Unit	0	N/A	0	N/A
Alcohol & Gaming Commission	0	N/A	0	N/A
Workplace Safety & Insurance Board	0	N/A	0	N/A
Tecumseh Bylaw	27	2600.0%	1	N/A
Private Complaints	0	N/A	0	N/A

LaSalle Fire	1	-50.0%	2	N/A
Major Crime Squad	0	N/A	0	N/A
Public Health Agency of Canada	4	-63.6%	11	-97.1%
Greater Essex County District School Board	0	N/A	0	N/A
Probation Office	0	N/A	0	N/A
Wildlife Canada	0	N/A	0	N/A
Ministry of Agriculture & Food	0	N/A	0	-100.0%
Childrens Aid Society	0	N/A	0	N/A
Probation Office - Windsor	0	N/A	0	N/A
Ministry of Environment, Conservation & Parks-Windsor	1	-83.3%	6	500.0%
Tecumseh Fire Department	23	N/A	0	N/A
Royal Canadian Mounted Police	0	N/A	0	N/A

EXTERNAL BENCHMARKING OF CASELOADS

Windsor experienced an increase in overall charges for 2024 with a 4.83% higher ticket volume than 2023. It should be noted that Red Light Camera tickets are issued by a Provincial Offenses Officer at the Joint Processing Center in Toronto and mailed, via Canada Post, to the offender. As a result of the Canada Post strike at the end of 2024, a lower number of RLC tickets were issued in November and zero tickets were issued in December. TABLE C-2 below provides details on the charging volumes of various municipalities as well as Windsor and the total provincial charges filed.

Table C-2: 2024 CHARGING VOLUME COMPARATOR

Agency	MBN Canada	2024	% Change '24 vs. '23	2023	% Change '23 vs. '22	2022	% Change '22 vs. '21
Windsor	Yes	29,577	4.83%	28,213	8.09%	22,324	8.80%
Barrie	Yes	83,577	149.17%	33,542	-64.51%	28,368	-39.21%
Durham	Yes	119,952	-5.72%	127,229	21.04%	100,866	26.65%
Hamilton	Yes	73,530	-15.66%	87,179	-0.20%	88,339	-0.20%
London	Yes	40,147	6.38%	37,741	25.05%	32,611	33.42%
Niagara	Yes	79,874	88.35%	42,408	-5.21%	25,086	-4.95%
Ottawa	Yes	458,834	54.15%	297,647	15.19%	186,873	17.92%
Thunder Bay	Yes	18,853	-15.38%	22,279	28.35%	18,834	39.56%
Toronto	Yes	979,209	22.96%	796,360	7.02%	624,286	7.55%
Waterloo	Yes	74,893	13.26%	66,123	6.93%	46,514	7.45%
Brampton	No	55,606	-11.10%	62,547	-22.32%	63,206	-18.25%
Brantford	No	14,791	-2.27%	15,134	23.00%	11,363	29.88%
Caledon	No	36,162	60.49%	22,532	-58.86%	20,744	-37.05%
Chatham	No	7,670	-13.84%	8,902	-21.65%	7,828	-17.80%
Guelph	No	28,877	27.90%	22,578	20.71%	17,042	26.12%
Lambton	No	15,233	29.15%	11,795	18.46%	11,308	22.63%
Provincial	N/A	2,769,964	23.76%	2,238,216	6.50%	1,765,733	6.95%

Operational Statistics

As shown above, our ticket volume increased by 4.83% to 29,577. In addition to the POA Program's caseload being dependent upon charges laid by professional law enforcement personnel and agencies, our ability to try cases is dependent on the amount of judicial resources made available to us. That is to say, the number of hours a Justice of the Peace is available to sit in our courts. Judicial resources began to recover in 2024 resulting the following outcomes:

- 1,389 court hours (2023 – 1,131) – 22.8% increase
- \$6,187,379 in fines paid (2023 - \$5,419,699) – 14.2% increase
- 38,692 matters heard in court (2023 - 33,411) – 15.8% increase

NOTE: *Many factors influence the amount of revenue generated. Delinquent fine rates, dispute rates, rates of extension requests, number of dedicated fines etc. all impact overall revenues.*

Red Light Camera (RLC) Offences

Red Light Cameras became operational in Windsor in January of 2022. A red light running camera is a type of traffic enforcement camera that captures an image of a vehicle that enters an intersection during a red light.

The key reasons why municipalities have installed cameras are to change driving behaviour, reduce angled collisions, and increase safety.

Below are the statistics for the third operational year of Red Light Cameras. The program produced a net profit of \$1,138,396 for the 2024 year and the offences made up 16.8% of the overall tickets received (down from 21.8% in 2023). Please note that this net revenue figure includes expenses directly related to the RLC program (such as camera rental charges and JPC fees) and does not factor in shared operating expenses such as staffing costs, office supplies, etc.

Ontario Regulation 355/22 under the Highway Traffic Act allows for the use of Administrative Penalties (AP) for vehicle-based offences captured by automated enforcement systems such as Automated Speed Enforcement and Red Light Cameras. APs are an alternative method to adjudicate these offences outside of the traditional POA court system. APs are penalties imposed directly by the municipality and are intended to encourage compliance without the need for a more serious judicial procedure. As APs are administered by the municipality, the appeal and payment process are considered to be more customer friendly. The penalty revenue goes directly to the municipality. The intention of the AP approach is to move offences that are considered less serious out of the POA system to allow POA resources to be focused on more serious offences.

In January 2025 the City of Windsor's Environment, Transportation and Public Safety Committee endorsed transitioning the City's Red Light Camera program from the current POA stream to the AP system. The recommendation will be going to Windsor City Council in the first half of 2025.

Table C-4: Red Light Camera Offences**Table C-4: Red Light Camera Offences Statistics**

Year End Revenue as of February 28, 2025

RLC Revenue Received (Jan to Dec 24)	\$ 1,358,161.00
RLC Expenses (Actuals*)	\$ 219,225.00
Net	\$ 1,138,936.00

*Note: JPC Toronto expenses are billed annually and have not been received as of April.

Jenopik Expenses are billed monthly, however they are 1 month behind.

Expenses reflected are direct RLC expenses and does not include any overhead expenses such as staffing, office expenses, etc.

Agency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024	% of Total Volume
RLC-Joint Processing Centre	380	201	394	523	571	479	480	471	484	733	318	0	5,034	16.8%
													2023	21.80%

Section D - Defaulted Fines Enforcement

Under the Transfer Agreement with MAG, the responsibilities of the City include the collection and enforcement of POA fines for and on behalf of the area. The POA Fines Enforcement area currently has two full-time employees.

Ongoing efforts to enforce defaulted fines continue to be aggressive and at the same time very challenging. Enforcement constitutes a highly labour-intensive activity which consumes a lot of resources and time. There are a variety of enforcement tools that are readily available and frequently used by the collection staff in order to encourage payment and/or to legally enforce payment of defaulted fines. Some of these include:

- Selectively adding defaulted fines to the tax roll of sole property owners for collection pursuant to section 441.1 of the Municipal Act.
- Registering Certificates of Default with the civil court having monetary jurisdiction, thereby constituting deemed orders or judgments for enforcement purposes.
- Filing and maintaining wage garnishment proceedings where the employer has been identified and the offender's employment status has been verified.
- Use of Collection Agencies. In addition to skip tracing and making the usual contacts with debtors, our collection agencies have reported numerous defaulters to the major credit bureaus, thereby impairing the creditworthiness of the offenders.
- Filing and maintaining Writs of Seizure and Sale with sheriff's offices, thereby erecting judicial liens against present and future proprietary interests.
- Driver's License suspensions and plate denials under various statutes and regulations.
- Intercepting indemnity deposits with permit-issuing City departments, by redirecting the indemnity refunds to POA where the indemnitors have defaulted fines
- Exercise of prosecutorial discretion to encourage defendants presenting themselves with fresh charges, to finally honour monetary sentences previously imposed by the POA Court.

Although not frequently used due to operational challenges and privacy legislation, there are

other enforcement tools that can be applied to ensure collection efforts are maximized:

- Examinations-in-Aid of Execution, whereby judgment debtors may be examined in depth as to their abilities and means to make good their monetary obligations including being compelled to fully disclose their assets, liabilities, sources of income, bank accounts, RRSP's etc. (this tool is rarely used as our Collections staff would have debtors not attend their scheduled appointments and those that would attend did so because they had no ability to pay).
- Contempt hearings where debtors have refused or neglected to attend on examinations-in-aid.
- Garnishment proceedings whereby bank accounts, rentals from tenants etc. are attached as information and used for enforcement (the more commonly used enforcement tool is the garnishment of wages which is discussed later in this report)
- Monitoring of death notices in the hopes of collecting from estates.
- Encouraging revocation of CVOR certificates in liaison with the Ministry of Transportation, respecting businesses making use of commercial motor vehicles whose operations perennially default on fines.

ACTIVE COLLECTION EFFORTS

We recognize the fact that the POA department has little to no control over charging volumes and therefore considerable efforts and resources are directed towards implementing an active and aggressive collection model and procedures. The results of these efforts are summarized in the following sub-sections below.

Municipal Tax Roll

Under Section 441.1 of the Municipal Act, 2001, a local municipality is permitted to add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine. Accordingly, a Defaulted Fine can only be added if the offender in default is the sole owner of the property. The Defaulted Fine is collected in the same manner as municipal taxes at the request of a municipality.

Garnishment of Wages

The process of finding where an offender is employed is one of the most challenging tasks due to the limited amount of information that is available to our staff. In many cases the offenders are either unemployed, working for cash, or on some form of assistance which cannot be garnished.

However, when employment is confirmed and the garnishment documents are in place, it becomes one of the most effective enforcement tools. In 2024 we collected \$53,371.24 in revenue from all garnishments.

3rd Party Collections

On July 1, 2021, changes to our 3rd party collection vendors were made as a result of an RFP issued in late 2020. Three collection agencies, General Credit Services, International Credit Experts and Gatestone, were procured. Table D-1 summarizes the year over year results of 3rd party vendor collection of POA fines.

Table D-1: Third Party Agency Collection Summary- Year Over Year Comparison			
Description	As of December 31, 2024	As of December 31, 2023	Increase/ (Decrease)
Revenues Collected from Third Party Agencies	\$551,209	\$975,722	(\$424,513)

There was a decrease of \$424,513 in collected revenue from Third Party Agencies in 2024 compared to 2023. Two major factors contributed to this reduction. First, International Credit Experts entered bankruptcy protection and ceased operations in the fall of 2024. Prior to ceasing operations, their production reduced significantly. With the current 3rd party collections agencies procured in July of 2021, over the last several years we have seen a significant increase in revenue as the old cases were redistributed to new agencies in 2021. As time goes on, the number of older cases that have a likelihood of recovery decline. That is to say, older cases that had the highest potential to be collected have been and we are left with the cases that are less likely to be recovered.

Revenue from 3rd party collections represents approximately 9% of overall revenue collected in the year.

Fines Paid at Service Ontario

All defendants who have suspended driver’s licenses due to POA offences have the ability to pay their outstanding POA fines at Service Ontario. This allows the individual to obtain their license back immediately as they pay their outstanding fines and the re-instatement fee due to the Ministry and their license is re-instated on the spot.

In 2024, 1,139 fines were collected at Service Ontario through this program. From these payments, revenue of \$371,945.64 was received. This continues to be a positive and efficient method of collecting defaulted fines that may have not have been collected otherwise.

In May of 2017, a plate renewal program was implemented by the Ministry of Transportation (MTO) whereby all outstanding defaulted driver fines have to be paid in full before one can renew their plates. All Red Light Camera Offences fall under this program. Therefore, anyone who does not pay their RLC offence will be required to pay before renewing their license.

In February of 2022, the provincial government made a decision to eliminate the costs associated with renewing license plates. As of July 1, 2024, Ontario introduced automatic license plate renewals for passenger vehicles, light-duty trucks, motorcycles, and mopeds, eliminating the need for manual renewals and physical stickers, provided the owner has valid insurance and no

outstanding fines or tolls. The full impact of this decision cannot be quantified at this time, but it is assumed that it will likely cause a delay in people paying their fines.

Outstanding Fines Paid

Regardless of how effective the active collection efforts are, there remains a significant number of outstanding fines. As of December 31, 2024, there were approximately 67,348 records of unpaid fines for a total outstanding amount of \$47,534,486. (See Table D-2 for further details). The significant number of outstanding fines is not just a Windsor specific issue; it is experienced province wide.

Table D-2: Number of Unpaid Fines				
Description	2024		2023	
	#	% Change	#	% Change
Pre-Transfer	20,197	-0.8%	20,362	-28.6%
Post- Transfer	47,151	7.8%	43,729	0.6%
Total	67,348	7.0%	64,091	-28.0%

Table D-3: Dollar Value of Unpaid Fines				
Description	2024		2023	
	#	% Change	#	% Change
Pre-Transfer	\$4,046,901	-1.3%	\$4,099,603	-19.9%
Post- Transfer	\$43,487,585	7.1%	\$40,615,788	1.7%
Total	\$47,534,486	5.8%	\$44,715,391	-18.2%

Many of these older fines (i.e. pre-transfer) have been ‘scrubbed’ multiple times and all reasonable and appropriate measures to collect have been made. A POA specific write off policy was approved by Council in January of 2023 and \$1,335,638.74 was written off in 2023. Due to staff changes in the POA office in May 2024, no additional write-offs were undertaken in 2024.

It’s important to note that a write-off policy refers to the cessation of active fine collections and is done for accounting purposes only. It does not absolve a convicted offender from the requirement to pay a fine, as debts to the Crown are owed in perpetuity and are never forgiven.

The POA office will be undertaking a review in 2025 and widen the criteria for fines that can be written off. The ultimate goal is to use write offs to both create an accurate picture of outstanding fines that have the potential to be collected and to better focus our collection efforts on outstanding fines that have a higher likelihood of being collected.

Section E: Financial Results

The negotiated financial arrangement underpinning the POA Program is in essence a partnership, under which the participating municipalities annually share approximately \$1.4 million of net revenue or “profit”. The City, as the managing partner, front-ends the operation and collects and enforces the monetary fines imposed by the POA Court. From the total revenue derived, all operating costs pertaining to the POA Program are deducted. These costs include such things as

staff salaries, Windsor Police court security, facility rent and maintenance, office equipment and supplies, Victim Fine Surcharge remittances, and the adjudication expenses associated with running courtroom proceedings. The net revenue is then shared amongst the signatories to the ISA in proportion to their respective weighted assessments (See SECTION F for more details). In 2024 the net profit was allocated as follows:

County Contribution	51.4%
Pelee Contribution	0.285%
<u>City of Windsor Contribution</u>	<u>48.315%</u>
TOTAL	100.00%

In an extremely challenging economic environment and recognizing that fine imposition amounts have not been indexed for inflation, the POA Program still enjoys a successful self-funding model, delivering a net positive revenue budget which benefits all of our local taxpayers. Each benefiting municipality is free to allocate its respective portion to such municipal purposes as deemed appropriate by the elected council thereof.

TABLE E-1 provides a high level five-year financial summary which can be used for internal benchmarking and comparative purposes.

Description	2024 Actuals (\$)	2023 Actuals (\$)	2022 Actuals (\$)	2021 Actuals (\$)	2020 Actuals (\$)
Revenue:					
Court Fines	\$ 5,042,262	\$ 4,605,422	\$ 5,234,813	\$ 4,757,901.00	\$ 4,001,907
Red Light Camera Revenue (RLC)	\$ 1,358,161	\$ 1,224,201	\$ 822,823	\$ -	\$ -
User Fees	\$ 16,815	\$ 9,174	\$ 7,373	\$ -	\$ -
By-Law Fines	\$ 9,964	\$ 8,301	\$ 34,623	\$ 21,728.00	\$ 22,401
Recovery of Expenses	\$ -	\$ 3,300	\$ -	\$ -	\$ -
Tr from Reserve Funds	\$ 54,084				
TOTAL REVENUE	\$ 6,481,284	\$ 5,850,398	\$ 6,099,632	\$ 4,779,629	\$ 4,024,308
% Inc./ (Dec.) YOY	10.78%	-4.09%	27.62%	18.77%	-37.15%
Expenditures:					
Salaries & Wages	\$ 2,116,738	\$ 2,112,446	\$ 1,822,931	\$ 1,824,393	\$ 1,845,637
Administrative Overhead	\$ 321,963	\$ 325,178	\$ 346,231	\$ 318,446	\$ 290,203
Materials & Services	\$ 561,610	\$ 570,552	\$ 567,795	\$ 347,615	\$ 347,280
Provincial Charges	\$ 1,738,651	\$ 1,518,534	\$ 1,683,854	\$ 1,378,242	\$ 981,033
Facility Rental	\$ 316,000	\$ 316,000	\$ 316,000	\$ 316,000	\$ 316,000
TOTAL EXPENDITURES	\$ 5,054,962	\$ 4,842,709	\$ 4,736,811	\$ 4,184,696	\$ 3,780,153
NET SURPLUS	\$ 1,426,322	\$ 1,007,689	\$ 1,362,821	\$ 594,933	\$ 244,155
% Inc./ (Dec.) YOY	41.54%	-26.06%	129.07%	143.67%	-87.30%

Table E-2: 2024 Provincial Offences Financial Summary - Year End as of December 31, 2024

Acct. #	Account Description	Product #	Account Description	2024 Budget A	2024 Actuals B	2024 Year End Surplus/ Deficit D= A-C
REVENUES						
6485	Bylaw Fines - Courts	5117	Provincial Fines	\$ 5,924,000	\$ 5,042,262	\$ 881,738
6485	Bylaw Fines - Courts	5115	Tickets- RLC	\$ 900,000	\$ 1,358,161	\$ (458,161)
6485	Bylaw Fines - Courts	5118	Bylaw Fines	58,093	\$ 16,815	\$ 41,278
6485	Bylaw Fines - Courts	5613	Transcript Revenue	15,000	\$ 9,964	\$ 5,036
6735	Recovery Of Expenses	5510	Prosecution Fees	-	\$ -	\$ -
7054	Transfer From Reserve Funds	5115	STD - Provincial Offences	82,617	\$ 54,084	\$ 28,533
TOTAL REVENUES				\$ 6,979,710	\$ 6,481,284	\$ 498,426
EXPENSES						
Salary & Benefits						
8110	Base - Salary	5115	STD - Provincial Offences	\$ 1,599,801	\$ 1,615,690	\$ (15,889)
8130	Overtime - Salary	5115	STD - Provincial Offences	1,000	\$ 240	\$ 760
8150	Temp - Salary	5115	STD - Provincial Offences	30,683	\$ 64,827	\$ (34,144)
8170	Service Pay	5115	STD - Provincial Offences	-	\$ -	\$ -
8190	Other Pay	5115	STD - Provincial Offences	82,617	\$ (108,645)	\$ 191,262
8380	Workers Comp. - Admin.	5115	STD - Provincial Offences	-	\$ 787	\$ (787)
8381	Workers Comp. - Medical	5115	STD - Provincial Offences	-	\$ 305	\$ (305)
8399	Fringe Benefits (Dept.)	5115	STD - Provincial Offences	532,854	\$ 543,535	\$ (10,681)
Total Salary & Benefits				\$ 2,246,955	\$ 2,116,738	\$ 130,217
Materials & Services						
2145	Housekeeping Supplies	5115	STD - Provincial Offences	\$ 3,420	\$ -	\$ 3,420
3176	Facility Operations - Internal	5355	Caretaking	70,124	\$ 72,725	\$ (2,601)
2215	Bldg. Maintenance Services	5115	STD - Provincial Offences	2,500	\$ 348	\$ 2,152
2920	Legal Services	5115	STD - Provincial Offences	3,000	\$ 2,849	\$ 151
2950	Other Professional - External	5115	STD - Provincial Offences	15,420	\$ 25,043	\$ (9,623)
2950	Other Professional - External	5341	Security Services - Internal	259,960	\$ 231,919	\$ 28,041
2980	Contracted Services	5115	STD - Provincial Offences	540,000	\$ 219,225	\$ 320,775
2990	Business Meeting Expense	5115	STD - Provincial Offences	-	\$ -	\$ -
2995	Other Purchased Services	5115	Language Line	-	\$ 5,137	\$ (5,137)
2995	Other Purchased Services	5054	Language Line	12,000	\$ 4,364	\$ 7,636
Total Materials & Services				\$ 906,424	\$ 561,610	\$ 344,814
Administrative Overhead						
2010	Office Supplies	5115	STD - Provincial Offences	\$ 16,325	\$ 10,926	\$ 5,399
2020	Postage & Courier	5115	STD - Provincial Offences	28,560	\$ 26,714	\$ 1,846
2070	Outside Printing	5115	STD - Provincial Offences	12,000	\$ 19,930	\$ (7,930)
2085	Publications	5115	STD - Provincial Offences	18,500	\$ 5,168	\$ 13,332
2310	Food and Confections	5115	STD - Provincial Offences	-	\$ 290	\$ (290)
2610	Travel Expense	5115	STD - Provincial Offences	3,000	\$ 3,073	\$ (73)
2620	Car Allowance	5115	STD - Provincial Offences	-	\$ 4,098	\$ (4,098)
2710	Telephone Equipment - General	5115	STD - Provincial Offences	7,160	\$ -	\$ 7,160
2711	Cell Phones	5115	STD - Provincial Offences	950	\$ 1,258	\$ (308)
2914	Non-Occ Medical	5115	STD - Provincial Offences	-	\$ 50	\$ -
3120	Rental Expense - External	5115	STD - Provincial Offences	4,000	\$ 1,095	\$ 2,905
3175	Facility Rental - External	5115	STD - Provincial Offences	316,315	\$ 316,000	\$ 315
3181	Computer Maint and PYG	5115	STD - Provincial Offences	18,000	\$ 18,000	\$ -
3210	Building Insurance	5115	STD - Provincial Offences	3,233	\$ 3,233	\$ -
3230	Liability Insurance	5115	STD - Provincial Offences	1,018	\$ 1,018	\$ -
4020	Membership Fees & Dues	5115	STD - Provincial Offences	8,900	\$ 5,478	\$ 3,422
4050	Training Courses	5115	STD - Provincial Offences	4,174	\$ 1,674	\$ 2,500
4155	Registrations & Conferences	5115	STD - Provincial Offences	2,500	\$ -	\$ 2,500
4520	Cashiers Short and Over	5115	STD - Provincial Offences	-	\$ (117)	\$ 117

Acct. #	Account Description	Product #	Account Description	2024 Budget A	2024 Actuals B	2024 Year End Surplus/ Deficit D= A-C
4540	Bank Charges	5115	STD - Provincial Offences	80,217	\$ 81,739	\$ (1,522)
4560	Collection Charges	5115	STD - Provincial Offences	170,900	\$ 101,643	\$ 69,257
5111	Machinery & Equipment	5115	STD - Provincial Offences	-	\$ -	\$ -
5125	Computers - PCs	5115	STD - Provincial Offences	8,715	\$ 1,039	\$ 7,676
5126	Computers - Software	5115	STD - Provincial Offences	-	\$ 11,754	\$ (11,754)
2925	Computer Maintenance	5115	STD - Provincial Offences	-	\$ -	\$ -
2927	Computer & SW Maint-External	5115	STD - Provincial Offences	14,100	\$ 21,931	\$ (7,831)
5130	Office Furniture & Equipment	5115	STD - Provincial Offences	12,000	\$ 1,969	\$ 10,031
Total Administrative Overhead				\$ 730,567	\$ 637,963	\$ 92,944
Provincial Charges						
2950	Other Professional - External	5509	ICON Fees	\$ 56,555	\$ 58,422	\$ (1,867)
2950	Other Professional - External	5507	Adjudication Services	390,000	411,462	\$ (21,462)
2950	Other Professional - External	5510	Prosecution Fees	49,050	59,922	\$ (10,872)
2950	Other Professional - External	5511	Quality Assurance	45,748	43,884	\$ 1,864
2950	Other Professional - External	5116	Victim Fines	1,010,500	1,079,932	\$ (69,432)
2950	Other Professional - External	5508	Dedicated Fines	65,000	85,029	\$ (20,029)
Total Provincial Charges				\$ 1,616,853	\$ 1,738,651	\$ (121,798)
TOTAL EXPENSES (BEFORE COST SHARING)				\$ 5,500,799	\$ 5,054,962	\$ 446,177
Total Net Operating Revenue				\$ 1,478,911	\$ 1,426,322	\$ 52,249
RECONCILIATION						
Cost Sharing Payments						
4295	County Contribution (51.4%)	5115	STD - Provincial Offences	\$ 794,970	\$ 731,769	\$ 63,201
4295	Pelee Contribution (0.285%)	5115	STD - Provincial Offences	4,477	4,076	\$ 401
Total Cost Sharing Payments				\$ 799,447	\$ 735,845	\$ 62,077
Balance to City of Windsor (48.315%)				\$ 679,464	\$ 690,477	\$ 11,013

Since the local POA Transfer date of March 5, 2001 through to the end of 2024, this Area's POA Program has realized total combined net revenue of approximately \$51,598,000. The calculation is broken down by year and by municipal partner in TABLE E-3 below:

TABLE E-3: CUMULATIVE ANNUAL NET REVENUE DISTRIBUTIONS-\$000's

Year	Amher.	Essex	Kings.	Lake.	LaSalle	Leam.	Tec.	Pelee	Wind.	Total
1999	164.7	135.9	141.8	263.4	195.2	184.8	267.5	7.4	2,115.6	3,476.3
2000	182.8	150.8	157.4	292.3	216.7	205.1	296.9	8.2	2,348.0	3,858.2
2001	155.3	128.9	134.3	241.6	182.5	172.1	242.3	7.5	1,898.8	3,163.3
2002	124.8	103.5	108.9	199.0	152.4	138.3	194.0	6.0	1,523.8	2,550.7
2003	120.6	100.3	107.4	199.2	147.3	135.1	180.5	6.3	1,447.4	2,444.1
2004	96.0	79.8	86.0	168.1	123.9	106.8	148.3	5.3	1,134.3	1,948.5
2005	124.3	103.0	112.7	226.4	162.0	139.4	190.0	7.0	1,467.5	2,532.2
2006	114.0	94.5	105.2	214.8	151.5	127.4	172.1	7.1	1,342.0	2,328.6
2007	99.3	82.9	92.8	189.8	133.6	111.8	149.4	6.2	1,159.2	2,025.1
2008	95.9	80.3	90.5	187.8	130.2	109.2	143.6	6.0	1,112.0	1,955.6
2009	98.8	81.7	94.4	193.0	129.3	113.2	144.6	6.0	1,047.7	1,908.8
2010	124.7	102.3	119.3	243.7	161.2	141.8	178.7	7.6	1,286.9	2,366.1
2011	135.4	110.4	130.9	267.3	174.5	152.7	191.5	8.3	1,369.9	2,540.7
2012	111.8	90.2	108.6	221.5	143.4	126.4	154.6	6.9	1,117.2	2,080.5
2013	104.2	84.3	101.9	134.4	203.3	115.9	138.2	5.7	997.9	1,885.9
2014	85.4	70.0	84.7	169.1	111.6	94.8	112.4	4.4	807.7	1,540.1
2015	105.5	85.7	105.8	210.4	138.9	113.4	138.0	5.6	975.4	1,878.7
2016	112.4	91.3	114.5	226.0	150.1	120.4	145.7	5.9	1,027.8	1,994.0
2017	73.2	59.3	74.7	151.8	103.2	77.4	97.6	3.8	671.2	1,312.1
2018	69.3	56.1	72.0	101.3	147.6	73.8	93.9	3.5	633.6	1,251.1
2019	106.4	85.9	110.5	159.9	229.9	114.3	143.9	5.2	966.0	1,922.0
2020	13.5	10.8	14.2	20.7	29.7	14.9	18.2	0.6	121.5	244.1
2021	33.1	26.4	35.0	51.1	72.9	36.7	44.0	1.6	294.1	594.9
2022	76.8	61.4	81.4	118.2	168.3	84.6	99.9	3.6	668.6	1,362.8
2023	57.4	45.4	61.3	87.7	125.8	63.5	73.3	2.9	490.3	1,007.7
2024	82.4	64.7	86.7	164.4	139.7	89.9	103.6	4.0	690.4	1,425.8
Total	2,668	2,186	2,533	4,703	3,825	2,964	3,863	143	28,715	51,598

There are a number of factors that must always be taken into consideration when reviewing the financial results for any fiscal year, as well as when projecting potential results for subsequent reporting periods:

- The ticketing and laying of charges are outside of the POA program's control. Additionally, issues such as lack of judicial resources is also beyond our control. Although the POA Program has other sources of revenue (notably aggressive enforcement efforts targeting old or defaulted fines) the bulk of receipts is highly dependent upon the number, type and quality of new charges laid, as well as the attendance of trained officers at trials in disputed cases.
- Another significant and uncontrollable external revenue factor is the number of fines imposed by an independent and impartial judiciary in the exercise of their discretionary sentencing functions, in the event of the entering of convictions.
- The POA Program is highly vulnerable to certain uncontrollable external expenses, notably the provincial charges for Victim Fines Surcharges, adjudication and those for

Part III prosecutions, both of which are mandated by the Transfer Agreement.

SECTION F - REVENUE DISTRIBUTION DETAILS

In accordance with the approved weighted assessment formula for 2023, distributions of net operating results over the course of the subject reporting year were effected as indicated in the detailed tabulation set forth in TABLE F-1 below:

Table F-1: 2024 Revenue Distribution (Budget based on Weighted Assessment)
As of December 31, 2024

Weighted Assessment (\$)	(%)	% of County	2024 Budget	A	B	C	D	E (A+B+C+D)
				2024 Q1	2024 Q2	2024 Q3	2024 Q4	2024
				Jan-April Actuals	May - June Actuals	July- Oct Actuals	Nov - Dec Actuals	Total
Net County & Pelee Revenue			\$ 799,442.77	\$ 202,122.26	\$ 186,720.77	\$ 331,900.60	\$ 16,451.34	\$ 737,194.97
Net City of Windsor Revenue			\$ 679,468.23	\$ 188,943.13	\$ 174,545.87	\$ 310,259.43	\$ 15,378.65	\$ 689,127.08
TOTAL			\$ 1,478,911.00	\$ 391,065.39	\$ 361,266.64	\$ 642,160.02	\$ 31,829.99	\$ 1,426,322.05
<u>Allocation/Payment Summary</u>								
Amherstburg	2,765,847,056	11.31%	\$ 89,892.88	\$ 22,271.38	\$ 20,995.21	\$ 37,319.49	\$ 1,849.82	\$ 82,435.90
Essex	2,164,337,944	8.85%	\$ 70,343.21	\$ 17,634.51	\$ 16,429.23	\$ 29,203.35	\$ 1,447.52	\$ 64,714.61
Kingsville	2,894,844,716	11.83%	\$ 94,085.44	\$ 23,801.01	\$ 21,974.42	\$ 39,060.05	\$ 1,936.09	\$ 86,771.57
LaSalle	4,181,888,226	17.10%	\$ 135,915.67	\$ 48,829.94	\$ 31,744.21	\$ 56,426.09	\$ 2,796.88	\$ 139,797.12
Lakeshore	5,995,219,974	24.51%	\$ 194,850.82	\$ 34,032.86	\$ 45,508.99	\$ 80,893.32	\$ 4,009.64	\$ 164,444.82
Leamington	3,003,471,328	12.28%	\$ 97,615.91	\$ 24,651.15	\$ 22,798.99	\$ 40,525.75	\$ 2,008.74	\$ 89,984.63
Tecumseh	3,456,564,206	14.13%	\$ 112,341.90	\$ 28,430.65	\$ 26,238.36	\$ 46,639.31	\$ 2,311.77	\$ 103,620.10
Total County	24,462,173,450	51.400%	\$ 795,045.83	\$ 199,651.50	\$ 185,689.42	\$ 330,067.35	\$ 16,360.47	\$ 731,768.75
Pelee	135,866,714	0.285%	\$ 4,415.70	\$ 1,120.40	\$ 1,031.35	\$ 1,833.25	\$ 90.87	\$ 4,075.87
Windsor	22,994,155,428	48.315%	\$ 679,468.23	\$ 190,293.48	\$ 174,545.87	\$ 310,259.43	\$ 15,378.65	\$ 690,477.43
TOTAL	47,592,195,592	100.0%	\$ 1,478,929.77	\$ 391,065.39	\$ 361,266.64	\$ 642,160.02	\$ 31,829.99	\$ 1,426,322.05
Total County & Pelee	24,598,040,164	51.69%						
County	99.45%							
Pelee	0.55%							

Details of the quarterly payments are itemized below:

Quarter	Cheque Issuance Date	\$ Amount - County	\$ Amount - Pelee
Q1	May 2024	\$199,651.50	\$1,120.40
Q2	November 2024	\$185,689.42	\$1,031.35
Q3	January 2025	\$330,067.35	\$1,833.25
Q4	February 2025	\$16,360.47	\$90.87
TOTAL		\$731,768.74	\$4,075.87

APPENDIX A – GLOSSARY OF TERMS

Area ~ Windsor/Essex Court Service Area, which encompasses the geographic territory of the City of Windsor, Essex County and Pelee Island

ARO ~ ARO, Inc., one of the registered Canadian collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

Bill 108 ~ amending legislation to the *Provincial Offences Act* which in 1998 added Part X thereto, enabling the transfer of administration of justice functions to the municipal sector

Bill 197 ~ amending legislation to the *Provincial Offences Act* which in 2020 added additional expansion of remote court functions.

City ~ The Corporation of the City of Windsor, a single tier municipality continued as such under the *Municipal Act, 2001*

Council ~ the elected City of Windsor Municipal Council

CAMS ~ A Collection Agency Management System installed in 2014 used to track, record and document newly issued as well as defaulted fines.

CBV ~ CBV Collections Services, LTD, one of the registered Canadian collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

Early Resolution ~ used to be known as First Attendance early resolution, slated for implementation in 2012. While taking a more formalistic approach, provision is made for convictions of those defendants who fail to appear for their meetings with the prosecutor

Gatestone ~ Gatestone & Co International Inc., one of the registered collection agencies who have been retained in 2016 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

ICON ~ Integrated Courts Offences Network, being the provincial mainframe application used and relied upon by administration of justice staff in relation to all aspects of POA matters

ISA ~ the Intermunicipal Court Service Agreement underpinning the local POA Court operations for Windsor/Essex, entered into amongst the City and the other 9 municipalities together constituting the Area

Liaison Committee ~ the Windsor/Essex Court Service Area Liaison Committee erected pursuant to the ISA, being an advisory administrative body

LSA ~ Local Side Agreement, being one of the 2 contracts together constituting the Transfer Agreement

MAG ~ the Ministry of the Attorney General for the Province of Ontario

MOU ~ Memorandum of Understanding, being one of the 2 contracts comprising the Transfer Agreement

MBNCanada (previously OMBI) ~ The Municipal Benchmarking Network Canada (MBNCanada) is a groundbreaking initiative collecting data for more than 850 measures across thirty-seven (37) municipal service areas

Part I ~ that portion of the POA dealing with ticketing procedures for non-parking matters

Part II ~ that portion of the POA dealing with ticketing procedures for parking matters

Part III ~ that portion of the POA dealing with the issuance of summonses for persons to attend POA Court in order to be arraigned on Informations and thereafter to be dealt with by a Justice of the Peace. There are no provisions for out-of-court payments nor for failure-to-respond convictions

POA ~ *Provincial Offences Act* (Ontario)

POA Court ~ referring to that judicial complement of the Ontario Court of Justice, composed primarily of Justices of the Peace, whose duties include dealing with POA matters

POA Office ~ the premises where the City executes the POA administration of justice functions

POA Program ~ the City's operational structure for the delivery of POA administration of justice functions

POA Transfer ~ the transfer by the province to the City of POA administration of justice functions

Serviced Municipalities ~ those 9 signatories to the ISA for which the City is the service provider pursuant to the POA Transfer, consisting of Leamington, LaSalle, Tecumseh, Essex Town, Kingsville, Pelee, Amherstburg, Lakeshore and Essex County

Transfer Agreement ~ contractual arrangement between the City and MAG where the City became the local service provider for transferred administration of justice functions, composed of the MOU and the LSA

Victim Fine Surcharge ~ all fines levied under Part I and Part III of the POA are statutorily bumped-up by this surcharge. Where the base fine does not exceed \$1,000, the surcharge amount is applied in stepped amounts ranging from \$10 to \$125; fines over \$1,000 have a flat 25% surcharge added. All surcharge amounts are remitted without deduction to the province for appropriate application as determined by senior government

THE CORPORATION OF THE CITY OF WINDSOR



OFFICE OF THE COMMISSIONER OF
CORPORATE SERVICES
PROVINCIAL OFFENCES DIVISION
400 City Hall Square East, Suite 404B
Windsor, ON N9A 7K6

PLEASE REPLY TO:

CHRIS CARPENTER
TELEPHONE: 519-255-6555 ext. 2303
E-MAIL: ccarpenter@citywindsor.ca

May 12, 2025

POA Liaison Committee

To: Members

Re: Summary of Changes to Red Light Camera Program and Impact on POA Program

Below is a summary of the changes and impacts of the Red Light Camera program moving to the Administrative Penalty System.

Changes

- On April 14, through CR108/2025 Windsor City Council approved transitioning the Red Light Camera (RLC) program from the Provincial Offences Court to an Administrative Penalty System.
- This change will result in a different ticket being issued by the Joint Processing Center (JPC). The JPC is the entity that reviews the images from the cameras and currently issues an Offences Notice commenced under Part 1 of the Provincial Offences Act. The issuing of an Offences Notice under the Provincial Offences Act is the reason the offence falls within the POA Program.
- At some point in 2025, the JPC will transition to issuing a Penalty Notice under an Administrative Penalty System under Ontario Regulation 355/22: Administrative Penalties for Contraventions Detected using Camera Systems. As these tickets are no longer being issued pursuant to the Provincial Offences Act, they no longer fall within the POA Program.

Impact

- When the RLC program came online in 2022, no additional staff were added to the POA department therefore staffing will be unchanged when RLC tickets are no longer within the POA program. All RLC tickets issued as Offence Notices prior to the change will continue to be processed within the POA program. As a result, RLC revenues are unlikely to decline until late in 2025.
- Over the last several years, the biggest challenge facing the POA program was a lack of judicial resources (Justices of the Peace). As those issues have largely been addressed, revenue is expected to grow for non-RLC tickets helping to offset the eventual loss of RLC ticket revenue.
- As always, charging volumes will be monitored and if necessary cost saving initiatives will be implemented.

Should you have any questions regarding these changes, please contact the undersigned.

Yours truly,

Chris Carpenter

CHRIS CARPENTER
Manager, Provincial Offences



Administrative Report

To: Warden MacDonald and Members of Essex County Council
From: Melissa Ryan, CPA, Director, Financial Services/Treasurer
Date: Wednesday, May 21, 2025
Subject: Investment Performance Report- 2024
Report #: 2025-0521-FIN-R13-MR

Purpose

To provide County Council with a review of the Corporation's investments as at December 31, 2024.

Background

A statement of the Corporation's investments is provided for Council's review in accordance with the Corporation's Investment Policy reporting guidelines. Specifically, the report will highlight:

Investments

- 1) Listing of individual securities held at the end of the reporting period;
- 2) Listing of investment maturity date;
- 3) Percentage of the total portfolio each type of investment represents;
- 4) A statement about the performance of the investment portfolio during the period being covered by the report;
- 5) A statement by the Director of Financial Services / Treasurer as to whether or not, in her opinion, all investments were made in accordance with the investment policies and goals adopted by the Corporation; and
- 6) Such other information that the Council may require, that, in the opinion of the Director of Financial Services / Treasurer, should be included.

Discussion

At December 31, 2024, the Corporation's investments were held across ten institutions in various short, medium- and long-term instruments: **CIBC**, the Corporation's financial institution; **ONE Investment**, pooled investment program for Ontario municipalities; **Windsor Family Credit Union** (WFCU), investment certificates; **Scotiabank**, investment certificates; **Canaccord Genuity Corp.**

Melissa Ryan, CPA, Director, Financial Services/Treasurer
Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1312; Email: mryan@countyofessex.ca

(CGWM), investment certificates; **Raymond James**, investment certificates, **LIBRO**, investment certificates, **National Bank**, investment certificates, **TD Canada Trust**, principal protected notes (PPN's), and **CIBC Private Wealth Management** (PWM), principal protected notes (PPN's), a division of CIBC.

Table 1 details the holdings in various categories, the percentage allocation, interest earned, the rate of return as at December 31, 2024 and the average rate for 2024.

Table 1

Investment	Fair Market Value @ 12/31 (\$)	% of Funds	Net Investment Income @ Dec 31, 2024	Average Interest Rate 2024
CIBC	58,766,330	18.74%	3,351,840	5.70%
ONE – HISA	73,725	0.02%	3,703	5.02%
ONE – Bonds	10,686,799	3.41%	262,110	2.45%
ONE – Corp. Bonds	9,576,539	3.05%	251,474	2.63%
ONE – Equity	51,400,159	16.39%	6,900,648	13.43%
WFCU	46,384,053	14.79%	3,063,756	6.61%
LIBRO	7,581,363	2.42%	81,588	2.12%
Scotiabank	11,222,430	3.58%	643,652	5.74%
Raymond James	20,827,575	6.64%	1,320,433	6.34%
National Bank	10,666,673	3.40%	618,946	6.61%
CanAccord	28,000,014	8.93%	1,063,277	4.39%
CIBC PWM (PPNs)	42,597,277	13.59%	348,079	0.82%
TD Bank (PPNs)	15,770,369	5.03%	243,199	1.54%
Totals	313,553,306	100.00%	18,152,706	5.79%

The \$43.6 million investment with CIBC PWM and the \$15.7 million invested with TD incorporates a balance of short- and medium-term Principal Protected Notes (PPN's) with maturities as outlined in Table 2. It should be noted that Table 2 illustrates the PPN portfolio at its principal protected value. Any PPN at December 31, 2024 that had a market value below its original principal amount is shown at the protected principal amount with a 0% yield. No PPN would be sold before maturity if it was valued below its original principal amount.

Table 2

Description	Return	Principal Amount (\$) @ 12/31	Yield @ Market	Maturity Date
CDN BR AR IDX INC & Grth DPNT CLF	140% of average of index	2,000,000	0.00%	05/06/2031
CIBC CDN Banks Growth Deposit Note	140% of average of index	4,340,000	0.00%	03/19/2029
CIBC CDN Indexed AR PFL CLF	160% of average of index	6,510,000	5.59%	03/19/2029
CIBC CDN Indexed Growth Deposit Note	110% of index	5,141,000	22.80%	07/18/2029

Description	Return	Principal Amount (\$) @ 12/31	Yield @ Market	Maturity Date
CIBC CDN Indexed AR AUTO DPNT CLF	Investors will receive a minimum Fixed Return plus 5.00% of the amount	4,690,800	0.00%	03/21/2030
CIBC CDN IDX AR PFL TTL PREM YLD	Maximum Reference Asset Return of 9.30%	4,690,800	14.31%	03/21/2030
CIBC GTH DPNT LKD CND IDX AR PEL	Variable Return equal to 280.00% of the average of the Reference Asset Returns (in the Reference Portfolio)	4,000,000	7.57%	05/06/2030
CIBC AUTO DPNT LKD CND IND PLF CLF	Investors will receive a minimum Fixed Return plus 5.00% of the amount	4,000,000	11.99%	05/06/2030
CIBC AUTO DPNT LKD CND IND PLF CLF 2	Investors will receive a minimum Fixed Return plus 5.00% of the amount	4,000,000	10.94%	05/06/2030
TD CND Diversified Basket	Min. Coupon + Growth PPN	2,000,000	1.71%	04/11/2029

Description	Return	Principal Amount (\$) @ 12/31	Yield @ Market	Maturity Date
TD SPTSX60 Index	Growth PPN	2,000,000	14.51%	04/11/2025
TD SPTXLVPR Index	Boosted Return + Growth PPN	2,000,000	13.07%	04/11/2028
TD SOLCAB40 Index	Growth PPN	2,000,000	18.32%	04/13/2026
TD SPTSX Capped Energy Index	Growth PPN	2,000,000	16.67%	04/12/2027
TD SPTSX Capped Energy Index	Growth PPN	2,000,000	4.49%	04/11/2028
TD CDN Pipelines	Autocallable PPN	2,165,000	5.06%	04/19/2027

Description	Return	Principal Amount (\$) @ 12/31	Yield @ Market	Maturity Date
Total PPNs		53,537,600		

In compliance with policy guidelines, the Director of Financial Services / Treasurer attests that all investments have been made in accordance with the Corporation’s policies and goals.

Analysis of the Investment Market

In 2024, global financial markets experienced notable volatility amid shifting economic conditions and geopolitical uncertainties. The S&P/TSX Composite Index, Canada's benchmark equity index, saw a decline of 8.89% for the year. In the United States, the S&P 500 Index achieved a robust annual return of over 23%, driven by strong performances in technology and consumer discretionary sectors. The Dow Jones Industrial Average also posted a positive return, reflecting resilience in the face of economic challenges.

Interest rates played a pivotal role in shaping investment strategies. The Bank of Canada initiated a series of rate cuts in 2024, reducing the policy interest rate from 5.00% in April to 2.75% by December. This easing cycle was in response to declining inflation and economic slowdown, influencing fixed-income markets and investor behavior.

Guaranteed Investment Certificates (GICs) remained a cornerstone of conservative investment portfolios. Early in 2024, the best 5-year non-registered GIC rates were closer to 5%, whereas by year-end, they had decreased to below 4%. This decline was aligned with the Bank of Canada's rate cuts, prompting investors to reassess fixed-income allocations.

The Corporation's investment portfolio in 2024 reflected these market dynamics. Short- and medium-term instruments continued to perform well, benefiting from the rising interest rates earlier in the year. Realized gains in short- and medium-term products totaled approximately \$17.56 million, while gains in long-term

products, including Principal Protected Notes (PPNs), amounted to approximately \$591,279.

It is important to note that as reserve balances are gradually reduced, there will be less investment capital available to earn returns. This reduction in reserve funds, while part of the funding model for various capital purchases, will impact the overall investment income potential going forward.

Looking ahead to 2026, the investment strategy will continue to adhere to the County Investment Policy, emphasizing a balanced approach to navigate the evolving market landscape. The focus will remain on high-interest-rate GICs, bonds, equities, and PPNs to achieve steady returns while minimizing risk exposure. Ongoing monitoring of interest rate trends and economic indicators will be crucial in making informed investment decisions.

Financial Implications

The revenue generated from the Corporation’s investment portfolio is allocated between the operating budget and contributions to reserves in support of long-term financial sustainability. In 2024, \$1,653,000 was retained within the operating budget, with the remaining investment income transferred to various reserves.

Allocations of earned interest are made annually to reserve funds based on each fund’s average balance and in accordance with the Corporation’s Reserve Management Policy. A table is provided below to illustrate these allocations in greater detail.

Category:

2024 Budgeted Investment Income	\$3,850,000	2024 Budget planned to allocate \$1,653,000 to levy based on year end balances and \$2,197,000 to contribute to reserves.
2024 Total Realized Investment Income	\$18,152,706	As per discussion above, several GICs performed better than anticipated with higher interest rate returns.

Distributed as Follows:

Operations (Levy Funded)	1,653,000	9.11%
Rate Stab	1,275,858	7.03%
WSIB	251,409	1.38%
Insurance	60,659	0.33%
Official Plan	32,265	0.18%
Health Benefit	161,497	0.89%
Donations	4,533	0.02%
EMS	782,615	4.31%
New Hospital	2,403,702	13.24%
Capital	4,807,263	26.48%
Roadway Expansion	6,719,905	37.02%
Totals	18,152,706	100.00%

Consultations

- Heidi McLeod, Manager of Accounting – Administration / Deputy Treasurer

Strategic Plan Alignment

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

Recommendation

That Essex County Council receive report number 2025-0521-FIN-R12-MR, Investment Performance Report-2024 as information.

Approvals

Respectfully Submitted,
Melissa Ryan
Melissa Ryan, CPA, Director, Financial Services/Treasurer

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

Appendix	Title
N/A	N/A



The Corporation of the County of Essex

By-Law Number 2025-24

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 21, 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 21, 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 21, 2025, referred to in Section 1 of this By-law; and

By-Law Number 2025-24

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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 21, 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 Twenty First day of May, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

By-Law Number 2025-24

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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 2025-24** passed by the Council of the said Corporation on this **Twenty First day of May, 2025.**

Katherine Hebert, Clerk
Corporation of the County of Essex