

Tuesday, February 28, 2017, 7:00 PM
Tecumseh Town Hall
www.tecumseh.ca

Pages

1. **CALL TO ORDER - Mayor**
2. **MOMENT OF SILENCE**
3. **NATIONAL ANTHEM**
4. **ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST**
5. **COUNCIL MINUTES**
 - a. Regular Council Meeting
February 14, 2017 4 - 11
6. **SUPPLEMENTARY AGENDA ADOPTION**
7. **DELEGATIONS**
 - a. Western Secondary School, Matt Sanders, Vice Principal and Dawn Garvey, Cooperative Education Teacher
Re: Outstanding Commitment to Western's Coop Program
 - b. Essex Power Corp, Joe Barile, General Manager
Re: Youth in Community Fund
 - c. 2017 Proposed BIA Budget 12 - 13
Candice Dennis, Chair, Tony Nehme, Vice Chair and Paula Rorai, Coordinator
 - d. Dartis Willis, President & CEO
Re: Windsor Express
8. **COMMUNICATIONS FOR INFORMATION**
 - a. Windsor-Essex County Health Unit 14 - 14
Re: Opioid Addiction and Overdose
9. **COMMUNICATIONS ACTION REQUIRED**
 - a. Windsor-Essex County Health Unit, Re: Smoke-Free Ontario Amendment Act, 2016 - Marijuana Controls under Bill 178 15 - 16
THAT The Tecumseh Council support the position of the Windsor-Essex County Board of Health and Simcoe Muskoka District Health Unit recommending the enactment of the *Smoke-free Ontario Amendment Act* which received Royal Assent on June 9, 2016, as well as their suggestion to include medicinal and recreational marijuana as a prescribed substance within the regulations.
 - b. Ontario Invasive Plant Council & Essex Region Conservation Authority, Re: Invasive Plant Management Workshop 17 - 17
THAT the Mayor and Members of Council be authorized to attend the Creating an Invasive Plant Management Strategy in Essex, Thursday, March 9, 2017, in accordance with the Town's Travel and Professional Development Policies.

- | | | |
|----|--|---------|
| c. | City of Hamilton, Re: Request for Legislation to Establish Updated Guidelines for Ward Boundary Reviews and to Create an Independent Body to Conduct those Reviews | 18 - 18 |
|----|--|---------|

THAT the resolution of Hamilton City Council requesting the Province to develop legislation to establish updated guidelines for ward boundary reviews and to create an independent body to conduct the reviews, taking into consideration the principle of effective representation and having sensitivity to the relevant interest of Ontario's rural and urban communities, be supported.

10. COMMITTEE MINUTES

- | | | |
|----|---|---------|
| a. | Youth Advisory Committee
February 13, 2017 | 19 - 20 |
| b. | Heritage Committee
February 13, 2017 | 21 - 23 |
| c. | Cultural & Arts Advisory Committee
February 13, 2017 | 24 - 25 |

11. REPORTS

- | | | |
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| a. | Fire & Rescue Services | |
| | 1. Director Fire Services & Fire Chief, Report No. 03/17
Re: Tecumseh Fire Services Lock Box Program Fee | 26 - 29 |
| b. | Parks & Recreation Services | |
| | 1. Manager Recreation Programs & Events, Report No. 01/17
Re: Essex Power Youth In Community Fund | 30 - 33 |
| c. | Planning & Building Services | |
| | 1. Manager Planning Services, Report No. 05/17
Re: Site Plan Control, 1808250 Ontario Limited - C/O Rosati Construction, 5515 Roscon Industrial Drive | 34 - 41 |
| | 2. Manager Planning Services, Report No. 06/17
Re: Site Plan Control, Beach Grove Golf Club, 14134 Riverside Drive | 42 - 55 |
| d. | Public Works & Environmental Services | |
| | 1. Manager Water & Wastewater, Report No. 10/17
Re: Drinking Water Quality Management System Operational Plan Version 7 | 56 - 170 |
| | 2. Drainage Superintendent, Report No. 11/17
Re: West Branch Delisle Drain - Tribunal Decision | 171 - 187 |
| | 3. Manager, Engineering Services, Report No. 12/17
Re: 8th Concession Road Trunk Sanitary & Watermain, Phase 1 Tender Award | 188 - 194 |
| | 4. Manager Water & Wastewater, Report No. 13/17
Re: Ministry of the Environment and Climate Change, Inspection Report, Tecumseh Distribution System | 195 - 222 |

12. BY-LAWS

- | | | |
|----|--|-----------|
| a. | By-law No. 2016-49
Re: Being a by-law to provide for the repair and improvements to the West Branch Delisle Drain | 223 - 328 |
|----|--|-----------|

b.	By-law No. 2017-07 Being a by-law to authorize the execution of Final Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Municipal Cycling Infrastructure Program	329 - 382
c.	By-law No. 2017-08 Being a by-law to amend By-Law No. 2016-47 being a bylaw to close up and authorize the sale of a portion of alley located on the north side of the properties located at 12410 to 12480 Little River Boulevard	383 - 383
d.	By-law No. 2017-09 Being a by-law to amend By-Law No. 2015-92 being a by-law to close up and authorize the sale of a portion of alley located on the west side of 12522 Ballard Street	384 - 384
e.	By-law No. 2017-10 Being a by-law to authorize the execution the execution of a Funding Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario and The Corporation of the Town of Tecumseh	385 - 420
13.	UNFINISHED BUSINESS	
a.	Unfinished Business Listing February 28, 2017	421 - 421
14.	NEW BUSINESS	
15.	MOTIONS	
a.	By-law 2017-11 Being a by-law to confirm the proceedings of the February 28, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh	422 - 422
16.	NOTICES OF MOTION	
17.	NEXT MEETING	
a.	Tuesday, March 14, 2017 6:00 pm Public Council Meeting <i>Re Repair & Improvement 7th Concession Drain</i> 7:00 pm Regular Council Meeting	
18.	ADJOURNMENT	

**MINUTES OF A MEETING OF
THE COUNCIL OF THE TOWN OF TECUMSEH**

Tecumseh Council meets in regular public session on Tuesday, February 14, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 2-1)

ORDER

The Mayor calls the meeting to order at 7:04 pm.

(RCM 2-2)

MOMENT OF SILENCE

The Members of Council and Administration observe a moment of silence.

(RCM 2-3)

NATIONAL ANTHEM

The Members of Council and Administration observe the National Anthem of O'Canada.

(RCM 2-4)

ROLL CALL

Present:	Mayor	- Gary McNamara
	Deputy Mayor	- Joe Bachetti
	Councillor	- Rita Ossington
	Councillor	- Tania Jobin
	Councillor	- Andrew Dowie
	Councillor	- Brian Houston
	Councillor	- Bill Altenhof

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Christina Hebert
	Deputy Treasurer & Tax Collector	- Tom Kitsos
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Information & Communication Services	- Shaun Fuerth
	Director Planning & Building Services	- Brian Hillman
	Director Parks & Recreation Services	- Paul Anthony
	Manager Engineering Services	- Phil Bartnik
	Manager Planning Services	- Chad Jeffrey
	Manager Building Services & CBO	- Michael Voegeli

PECUNIARY INTEREST

There is no pecuniary interest declared by a Member of Council.

(RCM 2-5)

MINUTES

Motion: (RCM-24/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

THAT the minutes of the January 24, 2017, Special Meeting of Council, Public Meeting of Council and the minutes of the Regular Meeting of Council, both as were duplicated and delivered to the Members, are adopted.

Carried

A correction to the minutes of the Regular Meeting of Council is noted under Communications – Action Required, the mover and seconder were inverted on the motion.

(RCM 2-6)

SUPPLEMENTARY AGENDA ADOPTION

There are no supplementary agenda items.

(RCM 2-7)

DELEGATIONS

None.

(RCM 2-8)

COMMUNICATIONS**Communications for Information**

- A. Simon Bélisle, Program Manager, Great Lakes and St. Lawrence Cities Initiative, Re: Water Utility Energy Challenge
- B. Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs, Re: Renewed Community-Focused Rural Economic Development (RED) Program
- C. Patrick Brown, MPP, Re: Natural Gas Expansion in Ontario
- D. Township of Montague, Re: Funding for Internet Connectivity for Libraries in Ontario
- E. Dave Hemingway, Reporter, The Landowner and Municipality of Central Huron, Re: Industrial Wind Turbine Health Issues
- F. County of Essex, Re: Essex County Council Library Board Refund of Surplus Funds
- G. Samaritan's Purse International Relief, Re: Samaritans Purse Canada Flood Recovery Deployment for Tecumseh and Windsor
- H. Municipality of Neebing, Re: Carbon Tax Credits for Municipalities

Motion: (RCM-25/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

THAT Communications – *for Information* A through H as listed on the February 14, 2017, Regular Council Meeting Agenda are received.

Carried

Communications - Action Required

- A. Ontario Heritage Trust, Re: Heritage Week 2017

Motion: (RCM-26/17) Moved by Councillor Andrew Dowie
Seconded by Councillor Rita Ossington

THAT the week of February 20-26, 2017, be proclaimed as Heritage Week in the Town of Tecumseh.

Carried

(RCM 2-9)

COMMITTEE MINUTES

Motion: (RCM-27/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

THAT the January 12, 2017 Minutes of The Police Services Board, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-28/17) Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

THAT the January 16, 2017 Minutes of the Heritage Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-29/17) Moved by Councillor Brian Houston

Seconded by Councillor Rita Ossington

THAT the January 16, 2017 Minutes of the Cultural & Arts Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-30/17) Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

THAT the January 17, 2017 Minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-31/17) Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

THAT the January 26, 2017 Minutes of the Senior Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-32/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

THAT the January 26, 2017 Minutes of the Corn Festival Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

In response to a query, the Director Corporate Services and Clerk advises the call for applications for the Corn Festival Committee closed on Friday, February 3, 2017. The Committee is reviewing the applications received and will be presenting their recommendation to Council for appointment.

(RCM 2-10)

REPORTS

Deputy Treasurer & Tax Collector, Report No. 01/17, Re: Taxes Receivable - December 2016

Motion: (RCM-33/17) Moved by Councillor Rita Ossington
Seconded by Councillor Tania Jobin

THAT Financial Services Report No. 01/17, Taxes Receivable – December 2016, be received for information.

As recommended by the Deputy Treasurer & Tax Collector under Report No. 01/17.

Carried

Director Fire Services & Fire Chief, Report No. 02/17, Re: Tecumseh Fire Services 2016 Year End Overview

Motion: (RCM-34/17) Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

THAT the Tecumseh Fire Services 2016 Year End Overview presented in the Fire & Emergency Services Department Report No. 02/17, be received.

As recommended by the Director Fire Services & Fire Chief, under Report No. 02/17.

Carried

Manager Planning Services, Report No. 01/17, Re: Annual Status Report on the Tecumseh Transit Service for 2016

Motion: (RCM-35/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington

THAT Planning and Building Services Department Report No. 04/17 be received.

As recommended by the Manager Planning Services, under Report No. 01/17.

Carried

Inquiries are made respecting the potential impacts to the slight decline in ridership and efforts being made to attract ridership. The Director Planning and Building Services explains an increase in advertising and education awareness is being undertaken. The bus route locations are continually being reviewed, however, the demographics of who is riding needs to be taken into consideration for the route locations.

Manager Planning Services, Report No. 02/17, Re: Official Plan and Zoning By-Law Amendments, 2253246 Ontario Inc., 11957 Tecumseh Road - Proposed Five-Storey/44-Unit Apartment Building

Motion: (RCM-36/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

THAT a public meeting be scheduled on Tuesday, March 28, 2017, at 6:00 p.m., in accordance with *The Planning Act* for applications submitted by 2253246 Ontario Inc. (Mr. Carl Bernat) for a 0.37 hectare (0.91 acre) parcel of land situated on the south side of Tecumseh Road (11957 Tecumseh Road), approximately 50 metres west of its intersection with Shawnee Road, to amend the Tecumseh Official Plan and Tecumseh Zoning By-law No. 1746 by:

- i. Establishing a new site-specific policy in the "General Commercial" designation; and
- ii. Rezoning the subject property from "General Commercial Zone (C3)" to a new site specific "General Commercial Zone (C3-13)" zone;

to facilitate the development of the lands for a five-storey apartment building consisting of 43 residential dwelling units and one live/work unit, be authorized.

As recommended by the Manager Planning Services, under Report No. 02/17.

A request is made that the Heritage Committee be given a copy of Planning and Building Services Report No. 02/17.

Manager Planning Services, Report No. 03/17, Re: Site Plan Control Approval, BK Cornerstone / Vortex Snow Removal Inc. - 13405 Desro Drive

Motion: (RCM-37/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

THAT "Site Plan / General Notes", as prepared by Philip Fernandes Custom Residential Design, attached to Planning and Building Services Report No. 3/17, which depicts a 200 square metre (2,150 square foot) industrial addition, along with a 102 square metre (1,100 square foot) second storey office addition to an existing 465 square metre (5,000 square foot) industrial building, along with associated on-site works on a 0.19 hectare (0.49 acre) property located on the south side of the Desro Drive (13405 Desro Drive), be approved, subject to:

- i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of ten thousand dollars (\$10,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner on completion and final inspection of all obligations of the Owner as shown on the aforementioned plans; and
- ii) a Site Services Plan and associated storm water retention calculations being approved by the Town

All of which is in accordance with Section 41 of the *Planning Act*, R.S.O. 1990.

As recommended by the Manager Planning Services, under Report No. 03/17.

Carried

In reply to an inquiry of Council, the Owner of the subject property confirms the westerly neighbour will be removing the vehicles which spill over onto his property, prior to the commencement of construction.

Manager Building Services & Chief Building Official, Report No. 04/17, Re: 2016 Year End Permit Report

Motion: (RCM-38/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

THAT Planning & Building Services Report No. 04/17, "2017 Year End Permit Report", be received.

As recommended by the Manager Building Services & Chief Building Official, under Report No. 04/17.

Carried

The Chief Administrative Officer informs the Members of Council that Administration is in discussion with Statistics Canada regarding the Census and will report back on the findings.

Director Public Works & Environmental Services, Report No. 09/17, Re: Amendment to Refuse Control By-Law No. 2003-40

Motion: (RCM-39/17) Moved by Councillor Tania Jobin

Seconded by Councillor Andrew Dowie

THAT Public Works & Environmental Services Report No. 09/17 titled Amendment to Refuse Control By-Law No. 2003-40, is received;

AND THAT Section I (23) of the Refuse Control By-Law be amended to exempt residents residing in rural areas, as defined in Schedule C and appended to Public Works and Environmental Services Report No. 09/17, from the requirement to store domestic waste (garbage) in hard-sided containers by reinstating the use of a plastic bag as an approved container for domestic waste storage for curbside collection which shall come into force and take effect upon third and final reading of the amended by-law;

AND FURTHER THAT Notice of the Refuse Control By-Law amendment be advertised in the Shoreline Week, Essex Free Press, as well as on the Town's website, social media and Town App.

As recommended by the Director Public Works & Environmental Services, under Report No. 09/17.

Carried

The Chief Administrative Officer explains the reported incidents of rodent issues were in the urban area and the hard-sided garbage container requirement was one of the ways to help reduce the rodent population.

Councillor Tania Jobin confirms Ward 4 residents support the reinstatement of plastic bags as an approved container for domestic waste in rural areas.

(RCM 2-11)

BY-LAWS

Motion: (RCM-40/17) Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

THAT By-law No. 2017-05 being a by-law to amend By-law No. 2003-40 which establishes a system for the collection and removal of garbage, recyclables, organics, or other refuse.

Be given first and second reading.

Carried

Motion: (RCM-41/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

THAT By-law No. 2017-05 being a by-law to amend By-law No. 2003-40 which establishes a system for the collection and removal of garbage, recyclables, organics, or other refuse.

Be given third and final reading.

Carried

(RCM 2-12)

UNFINISHED BUSINESS

The Members receive the Unfinished Business listing.

County Road 34 Hamlet

Administration is asked to provide an update to the affected property owners, on potential services.

Corn Festival Committee

In response to a query on the status of issuing a Request for Proposal (RFP) on the Corn Festival transition, the Director Parks and Recreation Services explains a meeting is being convened with potential stakeholders and the goal is to have an RFP ready in Q2 of 2017 for the transitioning of the Festival from a Town event to another Organization independent of the Town.

Bike Lanes

The Manager Engineering Services advises pavement marking for bike lanes on Lesperance Road from the VIA rail tracks to Riverside Drive are in the works.

Ward Boundary Review

It is suggested the Town consider looking at the City of Ottawa's example of naming the Wards for community building.

In reply to an inquiry, the Director Planning and Building Services explains that the Industrial Park was taken into consideration when looking at the area population.

Traffic Study on St. Gregory Road

A request is made that the traffic count should not take place prior to the soccer season as those numbers ought to be incorporated.

(RCM 2-13)

NEW BUSINESS

Library Services

It is noted that Tecumseh Cada Library will be re-opening on Thursday, February 16, 2017.

Tecumseh BIA

The Tecumseh BIA expressed appreciation at their last meeting for the partnership and cooperation of the Town's undertakings, including but not limited to the new flower baskets and hanging of Christmas decorations.

County of Essex Budget

The County of Essex's 2017 Budget has been approved and funding has been included for improvement to the intersection of Manning Road and County Road 22.

Best of Windsor Essex Survey

A request is made to post the Best of Windsor Essex Survey link on the Town's website and social media.

Dynamic Braking

Public Works is directed to contact the County of Essex to request the installation of visible dynamic braking signage on County Road 22, in the vicinity of Lesperance Road.

(RCM 2-14)

MOTIONS

Motion: (RCM-42/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

THAT By-law 2017-06 being a by-law to confirm the proceedings of the February 14, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh.

Be given first, second, third and final reading.

Carried

(RCM 2-15)

NOTICES OF MOTIONS

There are no Notices of Motion.

(RCM 2-16)

NEXT MEETING

A Public Meeting of Council will be held at 6:00 pm on Tuesday, February 28, 2017 regarding the ZBA Sea Containers.

The next Regular Council meeting will be held on Tuesday, February 28, 2017 at 7:00 pm.

(RCM 2-17)

ADJOURNMENT

Motion: (RCM-43/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

THAT there being no further business the February 14, 2017 regular meeting of Council now adjourn at 8:07 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Town of Tecumseh Business Improvement Area (TOTBIA)

2017 BUDGET

as of
Jan. 11, 2017

Account	REVENUE	Budget 2016	Actuals 2016	Budget 2017	Budget 2018	Budget 2019
40100	Levy ¹ *	\$ 109,000	\$ 109,887	\$ 109,000	\$ 109,000	\$ 109,000
	Levy adjustments (Supps/Writer-Offs) ²	\$ 2,000	\$ (3,012)	\$ 2,000	\$ 2,000	\$ 2,000
10500	Transfer from Reserve **					
4100-41500-41700	Events & Sponsors Revenue ⁴	\$ 9,000	\$ 8,664	\$ 9,000	\$ 9,500	\$ 9,500
49300	Tecumseh Dollars Revenue	\$ 1,000	\$ 495	\$ 600	\$ 800	\$ 800
49100	Interest Revenue	\$ 900	\$ 994	\$ 1,000	\$ 1,000	\$ 1,000
	TOTAL	\$ 121,900	\$ 117,028	\$ 121,600	\$ 122,300	\$ 122,300
	EXPENSES					
	Administrative Expenses					
50350	Fees/Permits/Licenses	\$ 1,000	\$ 667	\$ 1,000	\$ 1,000	\$ 1,000
50400-58500	Education/Seminars/Conferences	\$ 1,500	\$ 1,238	\$ 1,800	\$ 1,800	\$ 1,800
56600	Memberships/Associations	\$ 500	\$ 481	\$ 500	\$ 500	\$ 500
56700-56800-56825	Office Supplies, Postage, & Miscellaneous ⁶	\$ 3,000	\$ 1,303	\$ 1,700	\$ 1,900	\$ 1,900
55100	Professional Fees (legal/audit)	\$ 800	\$ 778	\$ 850	\$ 850	\$ 850
57000-57025-57050	Office Equipment (Repairs & Maintenance) ⁷	\$ 1,000	\$ 257	\$ 1,800	\$ 1,200	\$ 1,200
58400-58420	Telecommunications ⁸	\$ 2,500	\$ 2,443	\$ 2,100	\$ 2,100	\$ 2,100
58600-58650	Travel/Mileage	\$ 1,700	\$ 573	\$ 2,000	\$ 2,000	\$ 2,000
54100-54200-54500-54550	Wages & Benefits	\$ 50,461	\$ 53,522	\$ 55,500	\$ 57,000	\$ 57,000
	Sub Total	\$ 62,461	\$ 61,261	\$ 67,250	\$ 68,350	\$ 68,350
	Advertising & Marketing					
55500-55540	BIA Advertising & Signage	\$ 15,000	\$ 15,418	\$ 6,000	\$ 6,250	\$ 6,500
	BIA Notifications of AGM, Special Meetings, Director Openings, etc.			\$ 800	\$ 825	\$ 850
50500-55400-55600-55640-55660-55560-58300	BIA Membership Marketing ⁹	\$ 3,000	\$ 4,213	\$ 18,000	\$ 18,500	\$ 19,000
55620	Community Sponsorships ¹⁰	\$ 1,000	\$ 2,024	\$ 1,500	\$ 1,500	\$ 1,500
55520	Publications/Newsletters/Directories	\$ 5,500	\$ 5,479	\$ 800	\$ 850	\$ 900
55690	Tecumseh Dollars Reimbursed	\$ 3,000	\$ 3,390	\$ 3,500	\$ 3,500	\$ 3,500
58440	Website/Social Media	\$ 1,500	\$ 1,347	\$ 2,000	\$ 1,500	\$ 1,500
	Sub Total	\$ 29,000	\$ 31,870	\$ 32,600	\$ 32,925	\$ 33,750
	Beautification-Projects & Events					
59300	Special Town Projects ¹¹ (Santa Parade)	\$ -		\$ 4,000	\$ 4,000	\$ 4,000
56320-59400-53800-50450	Christmas Party/Lunch-Dinner Meetings ¹²	\$ 10,000	\$ 8,829	\$ 10,000	\$ 10,500	\$ 11,000
59200	Gallery Without Walls ¹³	\$ 2,500	\$ 1,328	\$ 2,500	\$ 2,500	\$ 2,500
59100-59150-59500	Streetscaping/Beautification Projects ¹⁴	\$ 10,000	\$ 8,654	\$ 10,000	\$ 10,000	\$ 10,000
	BIA Events (Night Market, Fall Into Health Day)	\$ 4,000	\$ 2,062	\$ 4,000	\$ 4,000	\$ 4,000
59350	BIA Special Projects ¹⁵					
	Sub Total	\$ 26,500	\$ 20,873	\$ 30,500	\$ 31,000	\$ 31,500
	EXPENDITURES TOTAL	\$ 117,961	\$ 114,004	\$ 130,350	\$ 132,275	\$ 133,600
	SURPLUS(DEFICIT) before transfers	\$ 3,939	\$ 3,024	\$ (8,750)	\$ (9,975)	\$ (11,300)
	Transfer from/(to) Operating Reserve	\$ (3,939)	\$ (3,024)	\$ 8,750	\$ 9,975	\$ 11,300
	SURPLUS(DEFICIT)	\$ -	\$ -	\$ -	\$ -	\$ -
	RESERVE BALANCES					
	BIA Operating	\$ 59,716	\$ 58,801	\$ 50,966	\$ 40,991	\$ 29,691
	TOTAL	\$ 59,716	\$ 58,801	\$ 50,966	\$ 40,991	\$ 29,691

*NOTE: Levy - Change in the 2016 levy due to amended geographical boundary in 2015. Not asking to increase levy.

**NOTE: Transfer of Reserve - Goal is to maintain a reserve of 25% of levy (\$109,000) for operating expenses every 1st QTR.

***NOTE: Surplus of funds earmarked for BIA Special Project(s)

See overleaf for Account Descriptions and additional 2017 budget comments

1st draft forwarded to membership

Board & membership prepare final draft for AGM:

At AGM; review and discuss by members and Board:

Submitted to Town Council for approval at RCM

Approved by Council:

TOTBIA Budget

16-Jan-2017

11-Jan-2017

8-Feb-2017

9-Feb-17

Tecumseh BIA - 2017 Proposed Budget - Account Comments & Descriptions

Comments Regarding 2017 Proposed Budget:

Levy	9.17% levy decrease in 2015 due to boundary adjustment; objective to not increase levy with the current membership
Levy Adjustments (Supps/Write-Offs)	Current Membership is 402 businesses + 135 property owners = 537
Levy Supps/Increases:	- estimated growth (Supps) of new shopping plaza & renovated buildings on Tecumseh Rd and additional new businesses
Levy Write-Offs/ Decrease:	
Transfer From Reserve - prior year ³	Maintain reserve of 25% of the levy (\$109,000) for operating expenses during first quarter every year
Office Expenses, Supplies & Misc. ⁶	
Office Repairs & Maintenance ⁷	Increase to purchase new laptops in 2017
Travel & Mileage	Includes all travel expenses; hotel, air fare, parking, etc., for Coordinator and/or Directors attending conferences
Wages & Benefits	Over budget due to changes in BIA Coordinator's work schedule , cost of living
Advertising & Signage	} Separated and re-allocated Advertising and Marketing; Marketing increase based on projected 2017 advertising and marketing prices. Increased subsidizing Members' advertising costs in Tecumseh Life (Spring & Winter), "Ask The Experts" feature in Shoreline and other promotional programs for Members.
BIA Notifications (AGM, Special Mtgs, etc.)	
BIA Members Marketing	
Promotional Shopping Bags	Program suspended; will revisit for 2018
Publications/Newsletters/Directories	Members' Directory published in 2016
Website/Social Media	Updating the BIA website is forecasted in 2017
Special Town Projects	Santa Parade sponsorship
Christmas Party	
Streetscaping	Additional Christmas decorations, over the road banner, flower planters, street pole banners/brackets
BIA Events (Night Market, Fall Into Health Day)	
BIA Special Projects	BIA Parkett: landscaping, hardscapes, signs, gazebo, etc. Total cost \$30,000 in 2016
RESERVE BALANCE	Currently \$3, 019.00 is in Reserve Account: all surplus of funds after year end closing will be transferred from Operating to Reserve and identified for special projects i.e. future Christmas decorations, streetscaping improvements, etc. Forecasting \$25,000 to be transferred from Operating to Reserve by April 1, 2017.

Account	REVENUE	Account Descriptions
40100	Levy ¹	
	Levy adjustments (Supps/Writer-Offs) ²	- estimated decline (Write-Offs) closed businesses
10500	Transfer From Reserve - prior year ³	The goal is to maintain a reserve of 25% of budget for operating expenses every 1st QTR.
4100-41500-		
41700	Events & Sponsors Revenue ⁴	Health Fair Vendors, sponsorships & Christmas Party revenue
49200	Misc. Revenue	Tecumseh Dollars being purchased as gifts, giveaways, door prizes

Account	EXPENSES	Account Descriptions
5670-56800	Office Expenses, Supplies & Misc. ⁶	basic office supplies, software, freight and postal expenses
5700-5702-		
57075	Repairs & Maintenance ⁷	Office furniture, equipment, computers, printers,
58400-58420	Telecommunications ⁸	land/mobile phones
	Advertising & Signage	generic advertising for the entire Town of Tecumseh BIA
	BIA Notifications	Specific advertising/notices of AGM, Special Board Meetings, Director Openings, etc.
		Subsidizing Ads for Members, Welcome Packets, Certificates, Workshops and Meet & Greets, promotional items, volunteer shirts, hats, etc.
56600	BIA Membership Marketing ⁹	
55620	Community Sponsorships ¹⁰	Christmas in Tecumseh, Corn Festival, other community sponsorships
59300	Special Town Projects ¹¹	Santa Parade
56320 59400		
53800 50450	Christmas Party/Lunch-Dinner Meetings ¹²	Board and Committee lunch/dinner meetings and the annual Christmas Party
59200	Gallery Without Walls ¹³	Hand painted/photography street pole banner contest in spring, sculpture bike racks
59100-59150		
59500	Special Streetscaping Projects ¹⁴	Christmas decorations/lights, Welcome banner/BIA logo banners, flower baskets/planters
59350	BIA Special Projects ¹⁵	Specific projects identified in which surplus of funds is earmarked and/or accumulating to cover costs

February 3, 2017

The Honourable Dr. Eric Hoskins
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Hoskins:

Opioid Addiction and Overdose

On January 19, 2017, at a regular meeting of the Board of the Windsor-Essex County Health Unit, Administration brought forward a letter supported by the Middlesex-London Health Unit regarding improved opioid prescription practices and access to life-saving naloxone.

The Windsor-Essex County Board of Health supported the recommendation from the Middlesex-London Health Unit to better inform Canadians about the risks of opioids, improve prescribing practices, reduce easy access to unnecessary opioids, support better treatment options, and improve the national evidence base. Through collaboration with CPSO, a comprehensive set of guidelines related to counselling, prescribing practices, and naloxone administration would ensure that physicians have the tools needed to address the unnecessary overdose and death associated with the abuse and misuse of these medications.

The Windsor-Essex County Board of Health further commends the Ontario Government on their decision to develop a comprehensive strategy to address opioid misuse and addictions. With increasing rates of opioid prescription and overdose in Ontario, there exists an urgent need to create a comprehensive multi-sectoral approach to prevent the unnecessary deaths caused by the abuse and misuse of opioids. The Windsor-Essex County Board of Health agrees with the stance from Middlesex-London that engagement of physicians through CPSO represents a reasonable starting point to address the issue from the prescription and overdose prevention perspectives. This approach, coupled with improved access to naloxone, will ensure that all opioid users have access to the education and lifesaving medication they need to prevent unnecessary death.

Sincerely,



Gary McNamara
Chair, Windsor-Essex County Board of Health



Gary M. Kirk, MPH, MD
CEO & Medical Officer of Health

c: Chief Medical Officer of Health of Ontario
Ontario Public Health Association
Brian Masse, MP Windsor-West
Dave Van Kesteren, MP Chatham-Kent — Leamington
Lisa Gretzky, MPP Windsor-West
Municipal Councils in Windsor-Essex – (County Clerks)
Windsor-Essex County Board of Health

Association of Local Public Health Agency
Cheryl Hardcastle, MP Windsor-Tecumseh
Tracey Ramsey, MP Essex
Percy Hatfield, MPP Windsor-Tecumseh
Taras Natyshak, MPP Essex
Ontario Boards of Health

February 3, 2017

The Honourable Dr. Eric Hoskins
Minister of Health and Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto, Ontario M7A 2C4

Dear Minister Hoskins:

Marijuana controls under Bill 178, Smoke-Free Ontario Amendment Act, 2016

On January 19, 2017, at a regular meeting of the Board of the Windsor-Essex County Health Unit, Administration brought forward a letter supported by the Simcoe Muskoka District Health Unit regarding the inclusion of Marijuana as a prescribed product or substance under Bill 178, Smoke-Free Ontario Amendment Act, 2016.

The Windsor-Essex County Board of Health supports the position of Simcoe Muskoka District Health Unit recommending the enactment of the Smoke-free Ontario Amendment Act which received Royal Assent on June 9, 2016, as well as their suggestion to include medicinal and recreational marijuana as a prescribed substance within the regulations. By utilizing the strong framework set forth in the Smoke-free Ontario Strategy, the provincial government will take advantage of an established and effective means to address the risks associated with the use of these products using the three pillar approach of prevention, protection, and cessation.

As a result, the risks associated with increased uptake of marijuana will be mitigated through appropriate and consistent regulation, and exposure to smoking behaviour in public spaces will be minimized. Increased access to marijuana poses a significant public health concern with the most notable negative outcomes tied to impaired driving, exacerbation of mental illness and addictions, and potential harms to the children of pregnant or lactating women. First and second-hand marijuana smoke also contains known carcinogens and exposure to either can lead to respiratory or cardiovascular disease.

The Windsor-Essex County Board of Health applauds the efforts of the Ontario Government in the development of the Smoke-free Ontario Amendment Act, and the inclusion of marijuana as a prescribed substance is a practical and feasible means through which to lessen the potentially negative public health impacts of legalization. Should this approach be taken, and the enforcement behaviours fall within the scope of Ontario public health units, it is further recommended that sustainable funding and tailored enforcement training be provided.

Lastly, it is recommended that the above-mentioned protections are expanded into the Electronic Cigarettes Act, where the prohibitions related to use in public spaces have yet to be enacted. The vaping of medicinal and recreational marijuana, in any form, also represents a concern related to exposure to smoking behaviour and the unintended inhalation of second-hand smoke.

Sincerely,



Gary McNamara
Chair, Windsor-Essex County Board of Health



Gary M. Kirk, MPH, MD
CEO & Medical Officer of Health

c: Chief Medical Officer of Health of Ontario
Association of Local Public Health Agency
Ontario Public Health Association
Cheryl Hardcastle, MP Windsor-Tecumseh
Brian Masse, MP Windsor-West
Tracey Ramsey, MP Essex
Dave Van Kesteren, MP Chatham-Kent — Leamington
Percy Hatfield, MPP Windsor-Tecumseh
Lisa Gretzky, MPP Windsor-West
Taras Natyshak, MPP Essex
Municipal Councils in Windsor-Essex – (County Clerks)
Ontario Boards of Health
Windsor-Essex County Board of Health

References: [Simcoe-Muskoka - Letter to Minister Hoskins - Marijuana and Bill 178](#)

Creating an Invasive Plant Management Strategy

Join us for a FREE workshop

Invasive plants are causing significant negative impacts to Ontario's natural environment, economy, and society and municipalities are a key component in the fight against invasive plants.

Join the Ontario Invasive Plant Council (OIPC), in partnership with the Essex Region Conservation Authority, with financial support by the Invasive Species Centre, to learn how to develop an invasive plant management strategy for your municipality, or community, or to strengthen an existing one.

Photo courtesy of Lambton Shore Phragmites Community Group

When: Thursday March 9, 2017

Time: 9:00 am to 2:00 pm (Registration at 8:30)

Location: Essex Centre Sports Complex
60 Fairview Avenue, West, Essex, ON, N8M1Y1

To Register: **Space is limited for this event.** [Click here](#) to register.

Please RSVP no later than March 3, 2017.

For more information, contact

Kellie Sherman, Program Coordinator, Ontario Invasive Plant Council
kellie@oninvasives.ca | 705.748.6324 x. 243

What to expect

- ✓ An overview of how to create an Invasive Plant Management Strategy (Framework developed by the OIPC with funding from the Invasive Species Centre)
- ✓ An overview of the Invasive Species Act and its relevance to municipalities
- ✓ Invasive plant management strategy case study presentations and a round-table discussion

Refreshments and Lunch will be provided!

The Ontario Invasive Plant Council (OIPC) is a coalition of government, non-government, Indigenous groups and academic institutions working together to respond to the growing threat of invasive alien plant species in Ontario.



OFFICE OF THE MAYOR
CITY OF HAMILTON

February 9, 2017

The Honourable Bill Mauro
Minister of Municipal Affairs
17th Floor
777 Bay Street
Toronto, Ontario M5G 2E5

Subject: Request for Legislation to Establish Updated Guidelines for Ward Boundary Reviews and to Create an Independent Body to Conduct those Reviews

Dear Minister Mauro:

At its meeting of February 8, 2017, Hamilton City Council approved Item 7.5, which reads as follows:

7.5 Guidelines for Ward Boundary Reviews

- (a) That the Mayor correspond with the Minister of Municipal Affairs to request that the Province develop legislation to establish updated guidelines for ward boundary reviews and to create an independent body to conduct the reviews, taking into consideration the principle of effective representation and having sensitivity to the relevant interests of Ontario's rural and urban communities; and,
- (b) That a copy of this motion be circulated to area municipalities and to the Association of Municipalities Ontario for consideration.

We respectfully request your consideration with respect to this matter, and look forward to your timely response.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Eisenberger", with a long horizontal flourish extending to the right.

Mayor Fred Eisenberger

Copied: Association of Municipalities of Ontario

MINUTES OF A MEETING OF THE YOUTH ADVISORY COMMITTEE FOR THE TOWN OF TECUMSEH

A meeting of the Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Monday, February 13, 2017, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 2-1)

ORDER

The Chair calls the meeting to order at 4:45 p.m.

(YAC 2-2)

ROLL CALL

Members Present:	Chair	- Hannah Ruuth
	Member	- Brendan Froese
	Member	- Ava Ruuth
	Member	- Kristi Koutros

Also Present:	Deputy Clerk	- Christina Hebert
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Absent:	Treasurer	- Andre Ducharme
	Member	- Rachel Haddad
	Secretary	- Paytin Gardner

Election of Vice-Chair

The Deputy Clerk opens the floor to nominations for the Vice-Chair for the YAC, for a one (1) year term, ending December 1, 2017. Member Ava Ruuth nominates Member Kristi Koutros, seconded by Member Brendan Froese. The nomination is accepted by Member Kristi Koutros.

Motion: (YAC-07/17) Moved by Member Ava Ruuth
Seconded by Member Brendan Froese

THAT Member Kristi Koutros be appointed Vice-Chair of the Youth Advisory Committee for the Town of Tecumseh for a one (1) year term, ending December 1, 2017.

Carried

(YAC 2-3)

DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(YAC 2-4)

DELEGATIONS

None.

(YAC 2-5)

COMMUNICATIONS

Minutes

a) Youth Advisory Committee Meeting held January 17, 2017

Motion: (YAC-08/17) Moved by Member Ava Ruuth
Seconded by Vice-Chair Kristi Koutros

THAT the Minutes of the Youth Advisory Committee meeting held January 17, 2017, be approved.

Carried

(YAC 2-6)

REPORTS

None.

(YAC 2-7)

UNFINISHED BUSINESS

Social Media Update

Member Brendan Froese shows the Committee the revised designs for a YAC logo. The Committee selects the preferred design which will be used as the Committee's Facebook profile picture and in social media promotion.

2017 Project Planning

The Deputy Clerk explains the proposed project under the Ontario 150 Partnership Program (Program) and the role of the YAC. The Program provides an excellent opportunity to engage youth in the community by providing workshops and/or a job fair(s) where youth can meet and interact with leaders from different sectors, such as government, business, education, medical, etc., and learn about employment opportunities and how to develop new skills.

The YAC will act as an advisory on the project and assist with advertising the event using social media and as liaisons between the Town and their respective schools to spread awareness about the project.

The Members provide the following ideas for job fair sector participants:

- Engineering
- Security
- Trades
- Local businesses
- Fashion

A suggestion is made to have an ‘incentive’ for youth to encourage attendance, as well as targeting parents, at the job fair. Partnering with the BIA is also recommended.

Following initial discussion at the last YAC meeting, the Members continue to brainstorm potential ideas; including:

- Hosting a mock council meeting with the local elementary schools. This would be an opportunity to educate youth on municipal government while also providing a forum for young students to voice issues facing youth in the community. YAC would utilize this event for recruitment purposes as well.
- A sponsored skate, ideally a weekend in April, at the Tecumseh Arena. A ‘suggestion box’ at the sponsored skate is recommended to receive input and ideas from local youth. Administration will inquire into availability for rink times and cost.
- Hosting a YAC booth at the Corn Festival for local young entrepreneurs to showcase their projects/ideas and participating in the Corn Festival Parade

The Committee will research other municipal YAC’s for further event ideas.

(YAC 2-8)

NEW BUSINESS

None.

(YAC 2-9)

NEXT MEETING

The next meeting of the YAC will be held on Monday, March 20, 2017, at 4:30 p.m.

(YAC 2-10)

ADJOURNMENT

Motion: (YAC-09/17) Moved by Vice-Chair Kristi Koutros

Seconded by Member Brendan Froese

THAT there being no further business, the February 13, 2017, meeting of the Youth Advisory Committee be adjourned at 5:35 p.m.

Carried

Hannah Ruuth, Chair

Kristi Koutros, Vice-Chair

**MINUTES OF A MEETING OF THE HERITAGE COMMITTEE
FOR THE TOWN OF TECUMSEH**

A meeting of the Heritage Committee for the Town of Tecumseh was held on Monday, February 13, 2017 in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 pm.

(HC 2-1)

ORDER

The Chair, calls the meeting to order at 6:03 pm.

(HC 2-2)

ROLL CALL

Councillor	- Brian Houston
Councillor	- Rita Ossington
Chair	- Jerome Baillargeon
Member	- Rhonda Dupuis
Vice-Chair	- Ian Froese (6:07 pm)
Member	- Terry England
Member	- Dwayne Ellis
Member	- Chris Carpenter

Also Present: Deputy Clerk - Christina Hebert

Absent:

(HC 2-3)

DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(HC 2-4)

DELEGATIONS

None.

(HC 2-5)

COMMUNICATIONS

Minutes

a) Heritage Committee Meeting held January 16, 2017

Motion: (HC-06/17) Moved by Member Dwayne Ellis
Seconded by Member Rhonda Dupuis

THAT the Minutes of the Heritage Committee meeting held January 16, 2017, be approved.

Carried

Communication for Information

b) Ontario Heritage Trust, Email dated January 24, 2017. Re: Heritage Week 2017

Motion: (HC-07/17) Moved by Councillor Brian Houston
Seconded by Councillor Rita Ossington

THAT Communication B on the February 13, 2017, Agenda be received.

Carried

The Committee suggests information respecting Heritage Week be brought forward in early Fall for consideration in participating in 2018.

(HC 2-6)

REPORTS

None.

(HC 2-7)

UNFINISHED BUSINESS**Heritage Property Listing**

The Deputy Clerk explains the ‘tracked’ changes made to the Heritage Property Listing. Items noted in red signify changes made by the Committee in 2016, with notations in the far right column describing the change. Information in purple was provided from the condensed list Member Rhonda Dupuis submitted at the last Committee meeting.

The Members review the Heritage Property Listing, line by line and make the following amendments:

Property	Amendment
Bell at St. Anne Highschool	Add – ‘Moved to Lakeshore’ under Brief Description
First Brewer’s Retail Store	Delete – Property
Lachance Farm	Add – Street # 11945
Poisson House	Add – Street # 1115
Tecumseh United Church	Add – ‘Hilicker’ under Style
13158 Riverside Drive	Change - Property should be referred to as ‘Severs’ not Sutter
Home Hardware	Delete – Property
Campeau House	Add – Street # 11941
Pro Shop	Add – to Listing, 115 Kensington
Baillargeon House	Add – to Listing, 13028 Tecumseh Road
Baillargeon House	Add – to Listing, 13754 Tecumseh Road

The abovementioned amendments will be incorporated into the Heritage Property Listing and brought back to the Committee for review.

Councillor Rita Ossington informs the Members of an upcoming Public Council Meeting on a proposed development for a five-storey apartment building located adjacent to the Campeau House.

Log Cabin Update

The Deputy Clerk apprises the Members on information provided by Mr. Brian Sherwell respecting the title search for the Walker Road Log Cabin. The search of title would be referred out to paralegal by Mr. Sherwell and would only provide names of previous owners for the property. The mortgage on search ‘might’ indicate when it was built, but no historical information relating to the property would be obtained. The title search could become quite costly depending on the length of time the search would take the paralegal to complete.

Heritage Portal Update

The Deputy Clerk advises a ‘Heritage Committee’ folder has been created in Dropbox for the Committee to store and access information collected from research conducted on the Heritage Property Listing. The Members will receive an email from Dropbox inviting them to join as a Member. Once the necessary sign-in steps have been completed, the Members will be able to access the folder. When saving items, the Members are asked to clearly label the file for ease of identification.

(HC 2-8)

NEW BUSINESS

None.

(HC 2-9)

NEXT MEETING

The next meeting of the Heritage Committee will be held on Monday, March 20, 2017, at 6:00 pm.

(HC 2-10)

ADJOURNMENT

Motion: (HC- 08/17) Moved by Member Rhonda Dupuis
Seconded by Councillor Brian Houston

THAT there being no further business, the February 13, 2017 meeting of the Heritage Committee be adjourned at 7:09 pm.

Carried

Jerome Baillargeon, Chair

Ian Froese, Vice Chair

MINUTES OF A MEETING OF THE CULTURAL & ARTS ADVISORY COMMITTEE FOR THE TOWN OF TECUMSEH

A meeting of the Cultural & Arts Advisory Committee for the Town of Tecumseh was scheduled to be held on Monday, February 13, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 7:00 pm.

(CAAC 2-1)

ORDER

The Vice-Chair calls the meeting to order at 7:13 pm.

(CAAC 2-2)

ROLL CALL

Present:	Member	- Ian Froese
	Member	- Dwayne Ellis
	Vice-Chair	- Rhonda Dupuis
	Councillor	- Brian Houston
	Member	- Jerome Baillargeon
	Councillor	- Rita Ossington
	Member	- Phil Kane

Also Present:	Deputy Clerk	- Christina Hebert
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Absent:	Chair	- Marian Drouillard
	Member	- Ashleigh Neal

(CAAC 2-3)

DISCLOSURE OF PECUNIARY INTEREST

None reported.

(CAAC 2-4)

DELEGATIONS

None.

(CAAC 2-5)

COMMUNICATIONS

Minutes

a) Cultural & Arts Advisory Committee Meetings held January 16, 2017.

Motion: (CAAC-06/17) Moved by Member Dwayne Ellis
Seconded by Member Jerome Baillargeon

THAT the Minutes of the Cultural & Arts Advisory Committee meeting held January 16, 2017, be approved.

Carried

(CAAC 2-6)

REPORTS

None.

(CAAC 2-7)

UNFINISHED BUSINESS

Tecumseh-l'Essor Arts Centre Auditorium Sign Unveiling Event Update

The Deputy Clerk informs the Members that Town and l'Essor Administration will be meeting with Kati-Jane Murray respecting the Paul Murray Performance Painting event. There are a number of details that go into planning and organizing an event of this magnitude and the current timelines for an April date may not be sufficient. The Committee will be kept apprised following the meeting with Kati-Jane Murray.

Discussion ensues regarding the 'Tecumseh-l'Essor Arts Centre' sign which was recently installed at l'Essor. The Members express their disappointment with the vinyl material used for the sign and voice their concerns on the longevity of the signage in the weather elements.

Administration is requested to investigate the cost of the sign and whether alternative material options were provided in the quote by Fast Signs.

Canada 150 Mosaic Project

The Deputy Clerk advises preliminary discussions are underway with the Canada Mosaic 150 team on the Mosaic Project. Dates for scheduling the two-day painting event are being coordinated, with looking at potentially mid-June prior to the end of school year to ensure school participation and so that Tecumseh's Mosaic may be unveiled as part of the Canada 150 Celebrations.

The Town needs to provide an 'overall' image to the Canada Mosaic 150 team and they will then assist with designing the mural according to the image. The Committee is welcome to provide suggestions for the overall mosaic image. Member Dwayne Ellis suggests using Peter Rindisbacher's 'Retreat Along the River' which is on display at Lakewood Park. The Committee will email Administration any further suggestions.

The Members view the completed Canada 150 Mosaic Murals on the Canada 150 website for ideas and styling.

In response to a query, the Deputy Clerk confirms the Canada Mosaic 150 team provides the participants with the painting kit and will be on hand to assist with completing the individual 4x4 tiles at the two-day workshops.

(CAAC 2-8)

NEW BUSINESS

None.

(CAAC 2-9)

NEXT MEETING

The next meeting of the Cultural & Arts Advisory Committee will be held on Monday, March 20, 2017, at 7:00 pm, in the Sandwich South Room, Tecumseh Town Hall.

(CAAC 2-10)

ADJOURNMENT

Motion: (CAAC-07/17) Moved by Member Jerome Baillargeon
Seconded by Councillor Brian Houston

THAT there being no further business, the February 13, 2017, meeting of the Cultural & Arts Advisory Committee be adjourned at 7:57 pm.

Carried

Rhonda Dupuis, Vice-Chair

Christina Hebert, Deputy Clerk



THE CORPORATION OF THE TOWN OF TECUMSEH

Fire & Emergency Services
Report No. 03/17

TO: Mayor and Members of Council

FROM: Doug Pitre, Director of Fire Services & Fire Chief

DATE OF REPORT: February 14, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Tecumseh Fire Services Lock Box Program Fee

RECOMMENDATIONS

It is recommended that:

1. The Tecumseh Fire Services Lock Box Program fee described in the Deputy Fire Chief's July 24, 2001 report be increased to \$225.00 (taxes included), per Lock Box.
2. Administrative Fees and Charges by-law 2016-82 Schedule B be amended to add a Lock Box Fee of \$199.12 plus HST.

BACKGROUND

At the Regular Council Meeting of August 14, 2001, the members passed a motion (RCM-459/01), which reads as follows:

THAT a Lock Box Program be instituted in the Town of Tecumseh in accordance with Barry Martin, Deputy Fire Chief's July 24, 2001 Report, with all voluntary participants being required to sign a Lock Box Program Agreement;

AND FURTHER THAT this program be administered by Tecumseh Fire and Rescue Services.

Lock Boxes are hardened steel vaults that are mounted on the exterior of buildings so that the Fire Department may efficiently access unattended buildings after hours, while greatly diminishing the necessity to cause damage to buildings from forcible entry. These systems also allow first responders access if a building occupant is unable to open a door, as well as reducing firefighter injuries during forcible entry and increasing Fire Department efficiency. Undamaged doors can be re-secured after the emergency without the response of a building manager or private security staff. Fire Service personnel across Canada rely on a security key Lock Box system to enter property quickly and safely during emergency response.

Some examples of buildings for which a Fire Department Lock Box may be beneficial:

- Nursing homes and multi-story buildings (apartments/condos)
- Commercial, Industrial, Warehouse and other buildings where 24 hour staffing/security is not available
- Buildings constructed in a manner such that Fire Department forced entry, if required, would be unduly difficult or result in significant property damage

- Buildings with a high frequency of emergency response incidents and where occupants may be endangered due to delays gaining access.
- Buildings with monitored fire alarm and fire suppression systems.

COMMENTS

A \$150.00 (taxes included) fee per Lock Box has been included as part of the agreement with building owners or tenants when signing up for the program as outlined in the July 24, 2001 report. The fee is a one-time only charge to cover administration costs and the supply of one (1) Lock Box by Tecumseh Fire Rescue Services. This fee has not changed for a number of years and the current fee does not cover all municipal costs which include the actual price of the Lock Box purchased from Kidde by Tecumseh Fire and administrative time of approximately 1 hour. As can be seen below the cost of the lock boxes and covers have risen sharply since 2014, therefore Administration recommends that the fee be increased from \$150 to \$225 (taxes included).

i. Lock Box Unit Price

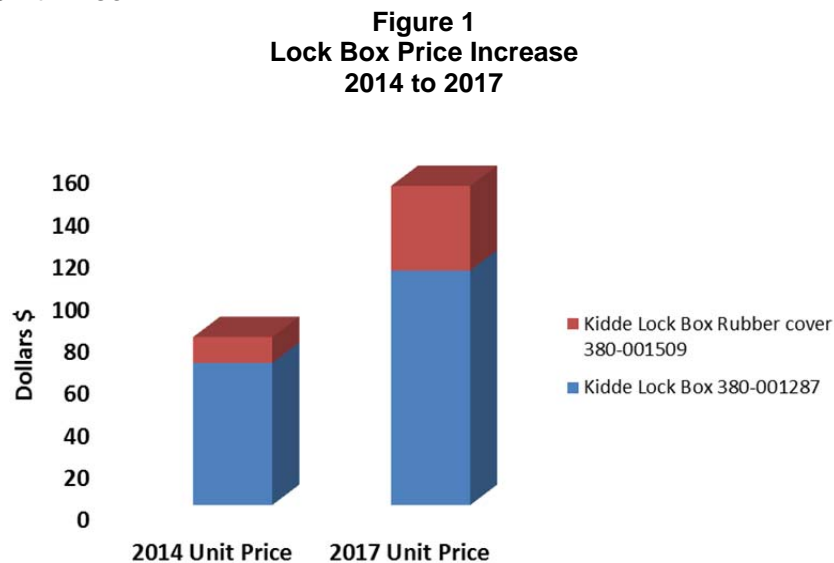


Figure 1 illustrates the increase in Unit Price from 2014 to 2017 for the two components of the Lock Box.

ii. Participants

The number of voluntary participants in the Lock Box Program over the last five years:

2016.....	5
2015.....	3
2014.....	8
2013.....	1
2012.....	6

CONSULTATIONS

Financial Services

FINANCIAL IMPLICATIONS

The increase in fee will result in increased income of \$60 to \$300 annually.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Doug Pitre
Director of Fire Services & Fire Chief

Reviewed by:

Luc Gagnon
CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

DP:kp



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department
Report No. 01/17

TO: Mayor and Members of Town Council

FROM: Kerri Rice, Manager Recreation Programs & Events

DATE OF REPORT: February 2, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Essex Power Youth In Community Fund

RECOMMENDATIONS

It is recommended that:

1. Parks and Recreation Report No. 01/17, dated February 2, 2017, regarding the Essex Power Youth in Community Fund, be received for information.

BACKGROUND

In 2014 Essex Power Corporation approved the "Youth in Community Fund" policy that, distributes funding equally amongst the four Shareholders of Essex Power Corporation in order for Essex Power Corporation to support its communities by supporting organizations that offer activities and projects geared toward youth. The funding program continued in 2015 and 2016.

In accordance with the funding requirements, the Recreation Department was responsible for administering the Town of Tecumseh's allocation of the Youth in Community Fund. In addition, each group that received funding were advised and agreed to identify Essex Power as the sponsor through acknowledgement on various promotional materials including signage, flyers and websites.

The Youth in Community funding has supported the following Tecumseh projects and organizations:

Christmas in Tecumseh
Outdoor Movie Night at Weston Park
Canada Day Celebration
Summer Concert Series
Elementary School Skating
In Motion 12 o'clock Walk
Public Recreational Swims
St. Mary's Sports
Tecumseh Minor Baseball
Tecumseh OPP Fun Day for VIP Program
Tecumseh Shoreline Minor Hockey Association
Tecumseh Skateboarding Competition
Tecumseh Skating Club
Tecumseh Soccer
Tecumseh Summer Day Camp

COMMENTS

Administration has received confirmation that the Essex Power Corporation Board of Directors has once again approved funding for its Shareholders in order to continue to support its communities by supporting organizations that offer activities and projects geared towards youth.

As an Essex Power Corporation Shareholder, the Town of Tecumseh will be receiving a payment of \$10,000 that is to be allocated as "Youth in Community" funding.

According to the funding requirements:

- Fund allocations will be restricted by the Corporate Shareholder to a maximum of \$2,500 for each youth organization activities/event/project
- Special considerations for funding requests above \$2,500 may be given only upon request
- The Corporate Shareholder shall be the sole administrator and distributor of funds

The Guidelines and Eligibility Requirements of the Program include:

- Youth organization activities/events/projects must take place within the shareholder community which is serviced by Essex Power Corporation
- Must be youth driven; eighteen (18) years of age or under
- Must include an element of education, fitness, art/culture, or social responsibility
- Projects benefitting a larger number of youth shall be given greater consideration
- Essex Power shall be prominently acknowledged as the source of the funding through the placement of Essex Power Corporation's logo on the various promotional items whenever possible

The Town will be required to provide the Essex Power Board of Directors a bi-annual report detailing fund recipients and amount received.

The Recreation Department will continue to manage the Town of Tecumseh's allotment of "Youth in Community" funding by coordinating activities throughout the year through partnerships with various community user groups.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Administration expects no additional costs as a result of operating this program. Internal resources will be repurposed to ensure compliance with program requirements.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Kerri Rice
Manager Recreation Programs & Events

Reviewed by:

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation

Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1.

/kr



**THE CORPORATION OF THE
TOWN OF TECUMSEH**

**PLANNING AND BUILDING SERVICES
DEPARTMENT
Report No. 05/17**

TO: Mayor and Members of Council

FROM: Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services / Senior Planner

DATE OF REPORT: February 21, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Site Plan Control
1808250 Ontario Limited - C/O Rosati Construction
5515 Roscon Industrial Drive
OUR FILE: D11 ROS

RECOMMENDATIONS

It is recommended that:

"Overall Site Plan Layout A1.0", as prepared by Rosati Construction, attached to Planning and Building Services Report No. 05/17 as Attachment 2, which depicts a 1,060 square metre (11,415 square foot) industrial addition, along with associated on-site works on a 0.97 hectare (2.4 acre) property located on the west side of the Roscon Industrial Drive (5515 Roscon Industrial Drive), be approved, subject to:

- i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of ten thousand dollars (\$10,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner on completion and final inspection of all obligations of the Owner as shown on the aforementioned plans; and
- ii) a Site Services Plan and the associated Stormwater Management Report being approved by the Town.

all of which is in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

BACKGROUND

The subject 0.97 hectare (2.4 acre) industrial property, located at 5515 Roscon Industrial Drive, is situated within the Oldcastle Business Park on the west side of Roscon Industrial (see Attachment 1). An industrial metal fabrication business with associated offices currently operates from the site. An application for site plan approval has been filed to facilitate the construction of a 1,060 square metre (11,415 square foot) industrial addition to the existing 1,041 square metre (11,205 square foot) industrial building, along with associated on-site works such as parking, curbing and stormwater management measures. The lands are subject to site plan control, in accordance with

Section 41 of the *Planning Act, R.S.O. 1990*. This property is located in an area of the Town that requires Council approval of drawings only, without the need for a formal site plan control agreement. The attached Site Plan (see Attachment 2) illustrates the proposed development of the entire property.

Specifically, the proposed site plan drawing (see Attachment 2A) depicts:

1. A 1,060 square metre (11,415 square foot) industrial addition along the southern portion of the existing building/property;
2. New asphalted/curbed parking lot that will accommodate an additional 25 vehicles, along with a new second driveway access from Roscon Industrial Drive at the southern end of the property, abutting the new addition. It should be noted that an existing 17-space parking lot is located on the northern portion of the property, serving the existing industrial facility; and
3. A new landscaped berm that will be constructed along the rear lot line of the property.

COMMENTS

Zoning

The subject property is zoned "Industrial Zone (M1)" in the Sandwich South Zoning By-law 85-18 (see Attachment 3). The proposed site plan complies with the regulations established by the "Industrial Zone (M1)".

Servicing

The proposed addition will be serviced by municipal water and stormwater services. Sanitary servicing will be provided through an existing private on-site septic facility. The Owner has been advised that if upgrades to the existing private on-site septic facility are required to facilitate the expansion, approval of these upgrades by the Town's Building Department will be required.

The Owner has also been advised that the approval of a Site Services Plan and a Stormwater Management Report by the Town and the Essex Region Conservation Authority (ERCA) will be a condition of the site plan approval and will be required prior to the issuance of a building permit. In addition, the Owner will need to acquire a Certificate of Approval from the Ministry of the Environment for the proposed stormwater management works.

Summary

The proposed building addition and the associated on-site improvements such as parking, curbing, and stormwater management are being addressed by this site plan approval process.

As is the practice of the Town, a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the applicant are fulfilled. Town Administration has reviewed the proposal and believes it is of an acceptable design.

Planning and Building Services Report No. 05/17
 Site Plan Control Approval
 1808250 Ontario Limited - C/O Rosati Construction
 5515 Roscon Industrial Drive
 OUR FILE: D11 ROS
 February 28, 2017

Accordingly, Town Administration recommends that Council approve “*Overall Site Plan Layout A1.0*”, as prepared by Rosati Construction, attached hereto as Attachment 2.

CONSULTATIONS

The application was reviewed at recent Planning Staff Review meeting(s) by:

Public Works and Environmental Services
 Fire and Emergency Services
 ERCA

FINANCIAL IMPLICATIONS

There are no financial implications.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh’s plans and priorities.	
4.	Steward the Town’s “continuous improvement” approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town’s leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report No. 05/17
Site Plan Control Approval
1808250 Ontario Limited - C/O Rosati Construction
5515 Roscon Industrial Drive
OUR FILE: D11 ROS
February 28, 2017

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Enrico De Cecco, BA (Hons.), MCIP, RPP
Junior Planner

Prepared by:

Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services/Senior Planner

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director of Planning and Building Services

Recommended by:

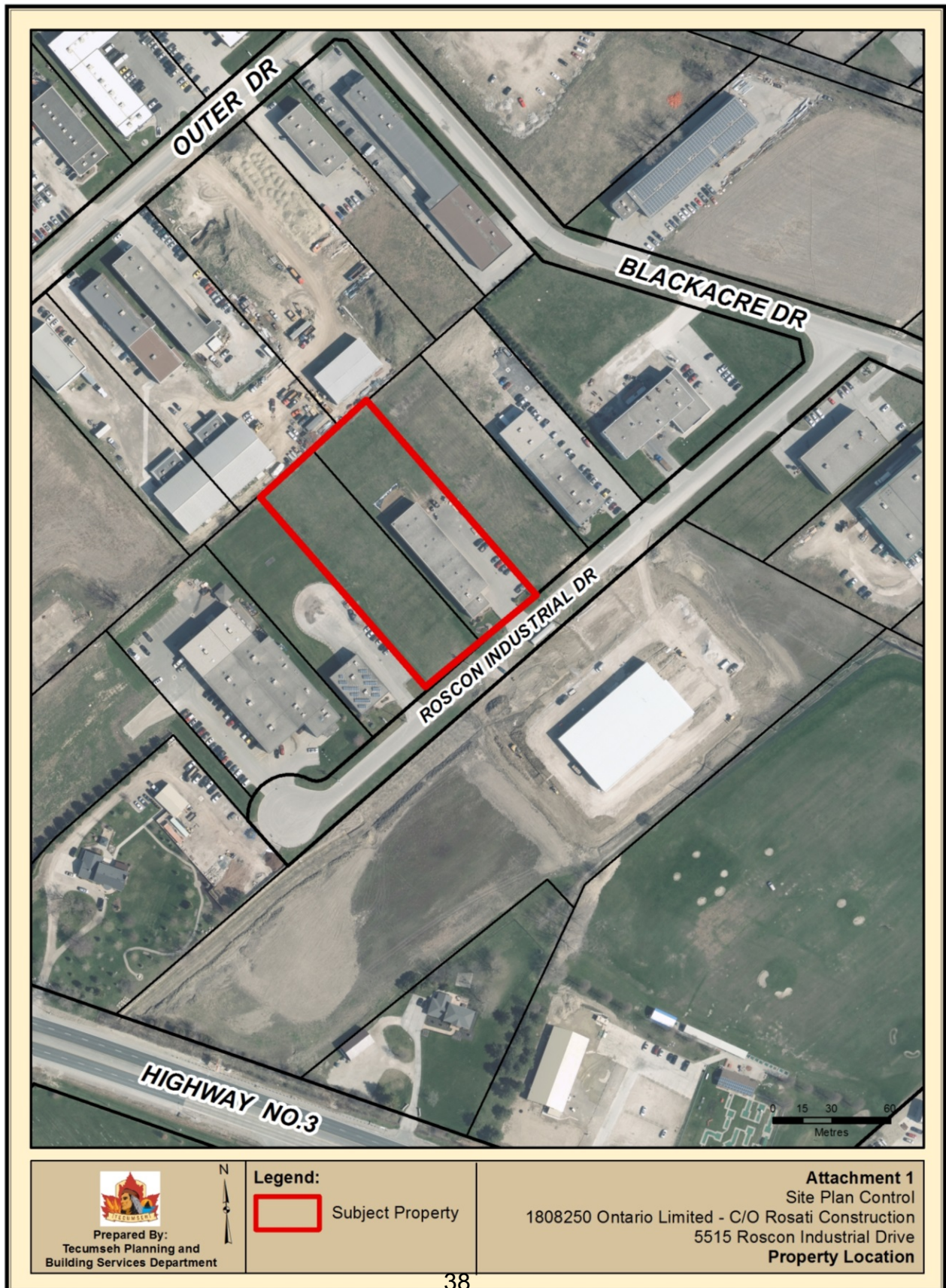
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

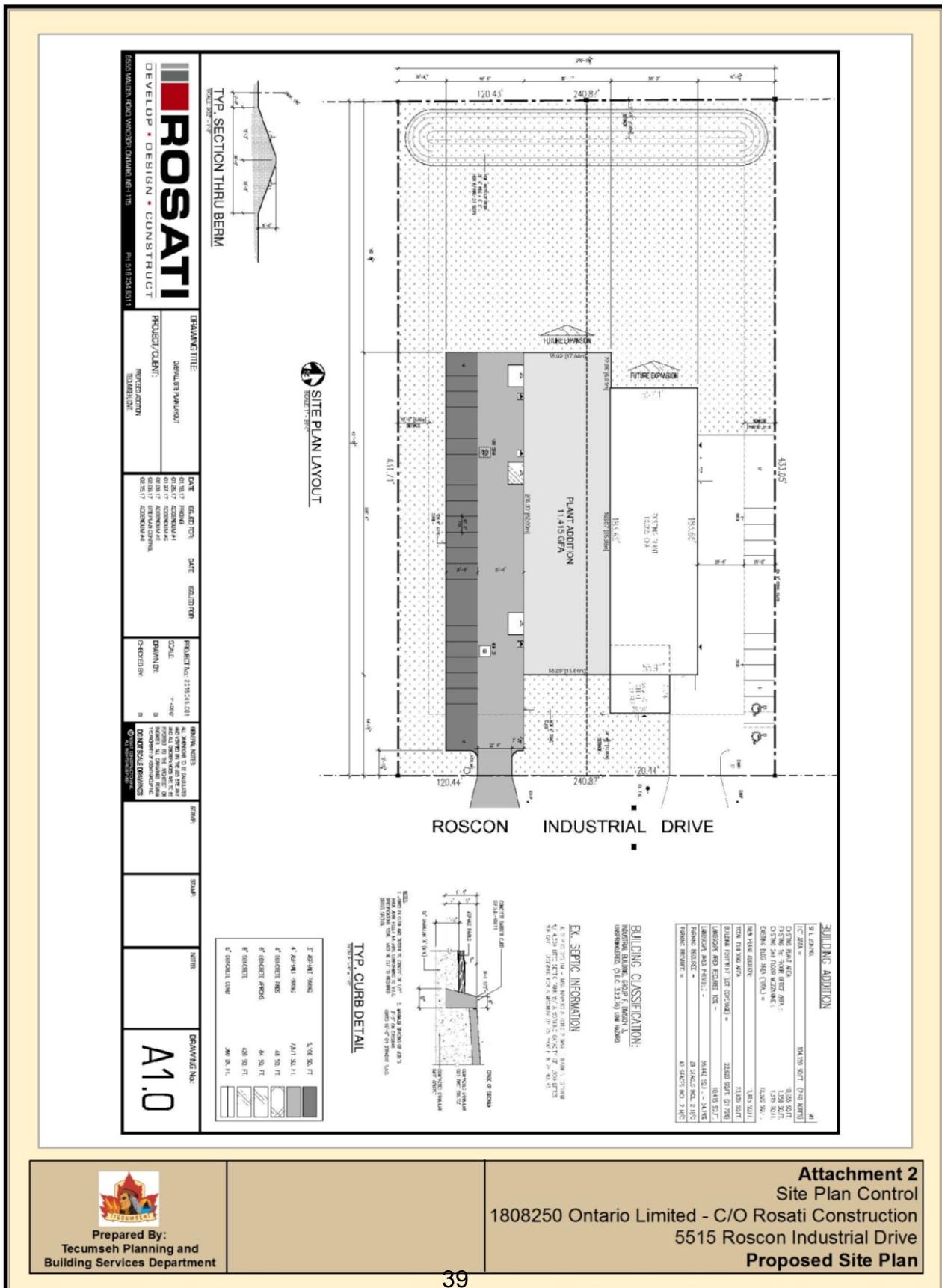
Attachment(s):

1. Property Location Map
2. Proposed Site Plan
- 2A. Proposed Site Plan, Detail View
3. Zoning Map

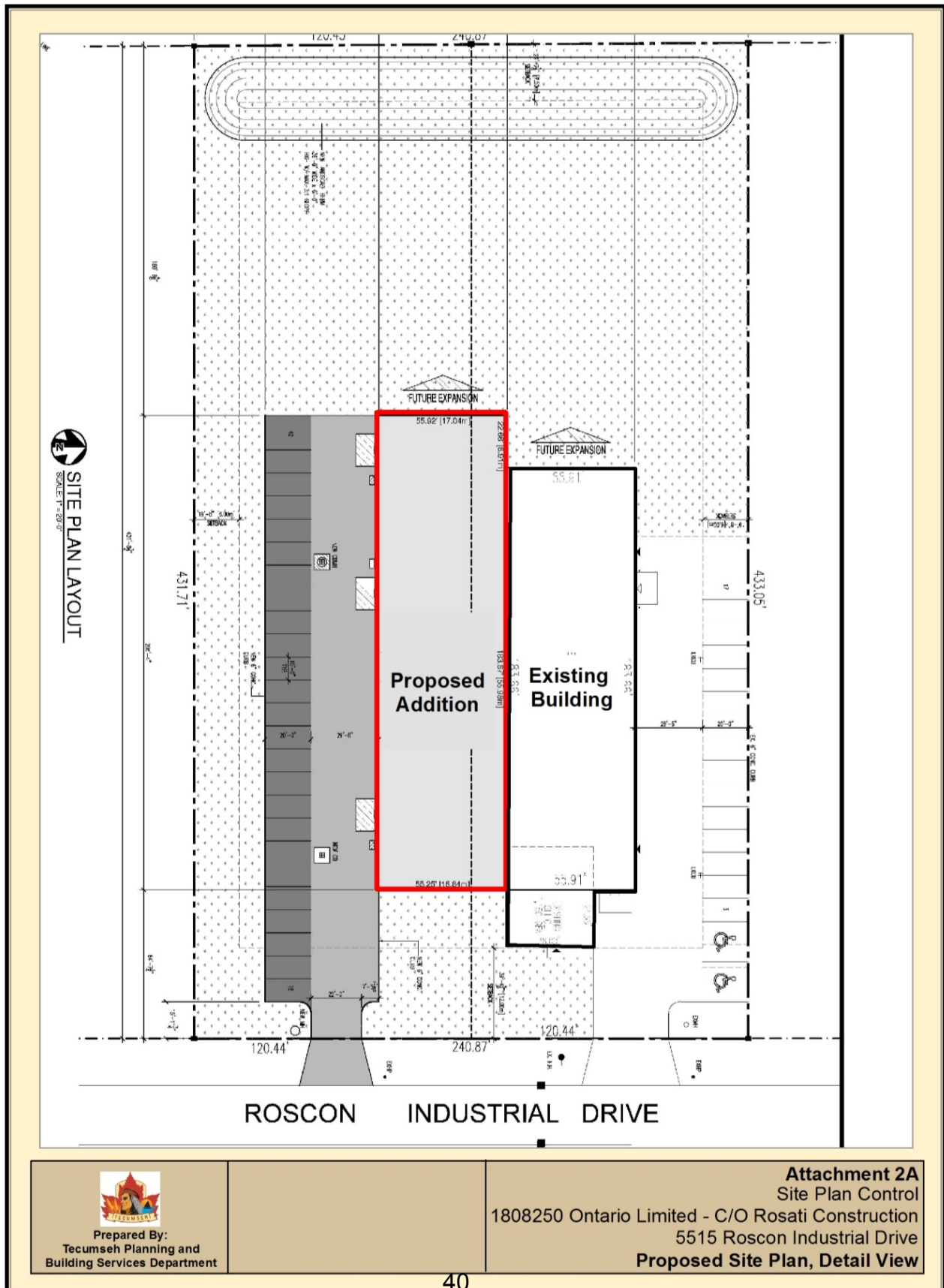
File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning Report 05-17 - D11 ROS - 5515 Roscon Industrial Drive - Site Plan Approval.docx)

Planning and Building Services Report No. 05/17
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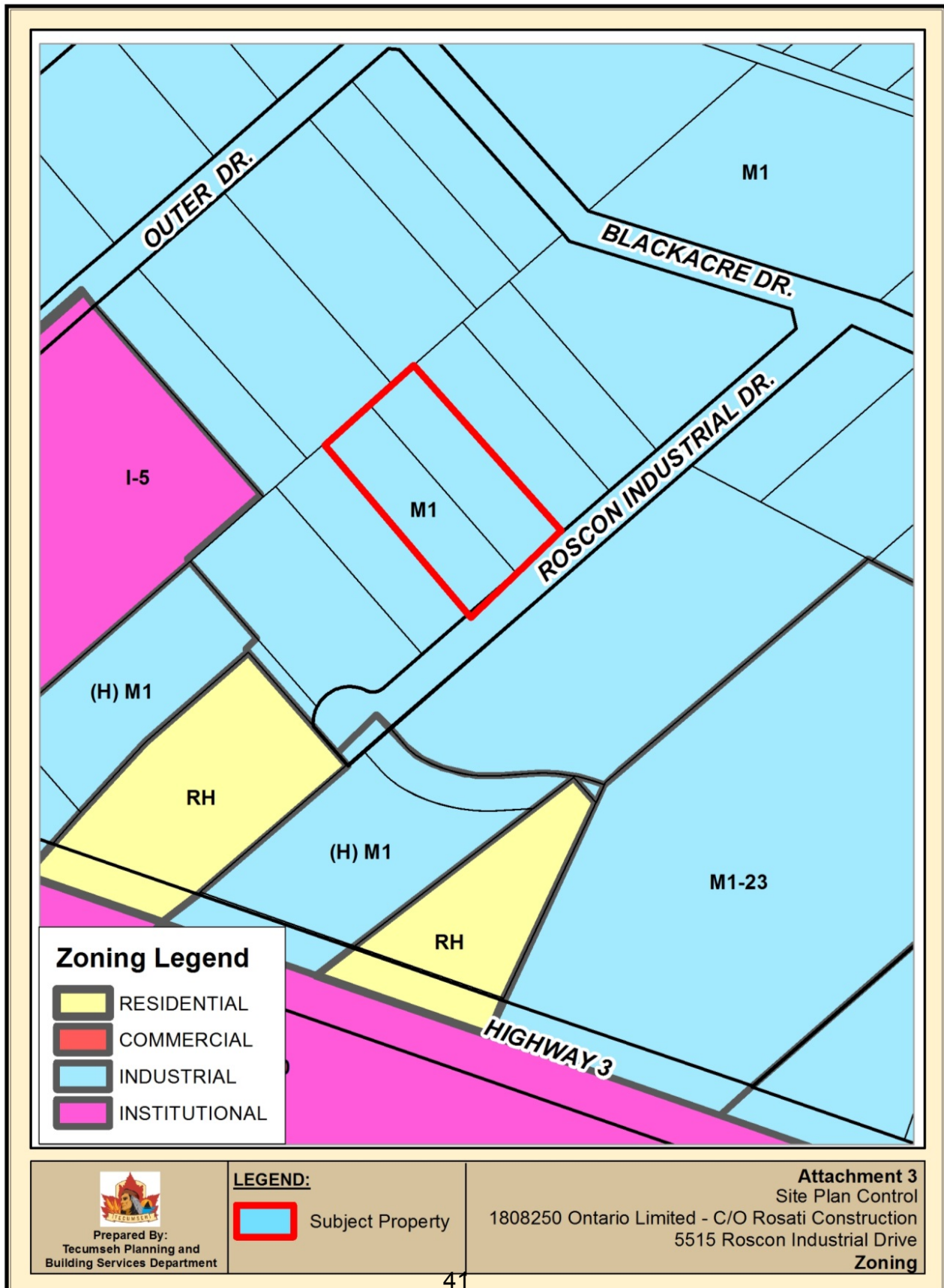




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 February 28, 2017





**THE CORPORATION OF THE
TOWN OF TECUMSEH**

**PLANNING AND BUILDING SERVICES
DEPARTMENT
Report No. 06/17**

TO: Mayor and Members of Council

FROM: Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services / Senior Planner

DATE OF REPORT: February 21, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Site Plan Control
Beach Grove Golf and Country Club
14134 Riverside Drive
OUR FILE: D11 BG

RECOMMENDATIONS

It is recommended that:

1. A by-law authorizing the execution of the *Beach Grove Golf and Country Club Limited* site plan control amending agreement, satisfactory in form to the Town's Solicitor, which allows for the construction of a new 226 square metre (2,431 square foot) pool house on a 2.7 hectare (6.8 acre) property located on the north side of Riverside Drive, immediately north of its intersection with Kensington Boulevard (14134 Riverside Drive), along with associated on-site services/works, be adopted, subject to the following occurring prior to the Town's execution of the Agreement:
 - i) the Owner executing the site plan control amending agreement;
 - ii) the Owner posting security for performance pursuant to paragraph 4.1 of the amending agreement; and
 - iii) the Owner providing the construction lien deposit pursuant to paragraph 4.2 of the amending agreement.
2. The Mayor and Clerk be authorized to execute the site plan amending agreement, as attached hereto and/or in such modified version as may be approved by the Town's solicitor prior to execution and such further documents as are called for by the site plan amending agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan amending agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the site plan amending agreement.

BACKGROUND

The subject 2.7 hectare (6.8 acre) property is located on the north side of Riverside Drive, immediately north of its intersection with Kensington Boulevard (14134 Riverside Drive) (see Attachment 1). The property is occupied by the clubhouse, marina, pool house, curling rink and

parking areas associated with the Beach Grove Golf and Country Club recreational facility. The associated golf course is located across from the subject property, on the south side of Riverside Drive. The subject property is subject to an existing site plan control agreement, in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. Accordingly, the Owner has filed an application for site plan control amendment in order to facilitate the demolition of the existing 110 metre (1,184 square foot) pool house and its replacement with a new 226 square metre (2,431 square foot) pool house in the same general location. In addition, associated on-site works such as an expansion to the parking lot and additional stormwater management measures are proposed.

Specifically, the proposed site plan drawing (see Attachment 2) depicts:

1. The aforementioned 226 square metre (2,431 square foot) pool house along the westerly end of the property; and
2. An expansion to the parking area along the north-eastern portion of the property. The new parking area, which will accommodate 72 additional vehicles, will be asphalted and will have infrastructure installed in order to provide proper stormwater drainage. Currently, this area is used as a gravelled parking area which is not demarcated for parking spaces, nor does it have proper drainage infrastructure.

COMMENTS

Zoning

The subject property is zoned "Recreational Zone (RE)" in the St. Clair Beach Zoning By-law 2065 (see attachment 3). Town Administration identified that, in order to accommodate the proposed pool house reconstruction, the development would require relief from the St. Clair Beach Zoning By-law 2065 in order to allow for an increase in the maximum allowable lot coverage from 10% to 12.4%.

Accordingly, the owner applied for, and was granted, a minor variance from the Committee of Adjustment at its January 23, 2017 meeting (Application A-26/15). With the support of Administration and the Essex Region Conservation Authority (ERCA), the Committee of Adjustment determined that the relief requested met the four tests of a minor variance application in that: the intent of the Official Plan was maintained, the intent of the Zoning By-law was maintained, the variances resulted in appropriate development for the area, and the variances requested were minor in nature. The decision of the Committee of Adjustment was not appealed and is therefore in full force and effect.

With the exception of the aforementioned zoning deficiency, for which relief was granted, the proposed site plan complies with the regulations established by the "Recreational Zone (RE)".

Servicing

The proposed development will be on full municipal services (sanitary, water and stormwater drainage). All municipal connections will continue to be from Riverside Drive. A majority of the stormwater will outlet to the existing stormwater sewer located on Riverside Drive, however a portion of the property (the above-noted expanded parking area) will outlet directly to Lake St. Clair.

Planning and Building Services Report No. 06/17
Site Plan Control
Beach Grove Golf and Country Club
14134 Riverside Drive
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This stormwater management approach, which includes appropriate quality control measures, has been reviewed and approved in principal by ERCA and the Town.

Public Works and Environmental Services has advised that it has no concerns with the proposed development. The Owner has also been advised that any necessary additional approvals from ERCA will be required as a result of the proposed development, prior to the issuance of a building permit.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control amending agreement will result in appropriate development that is compatible with the surrounding land uses and is based on sound land use planning principles.

Town Administration has reviewed the proposed site plan amending agreement and is prepared to recommend approval of the document and the attached drawing. Wolf Hooker Law Firm (Town Solicitor) has drafted the attached amending agreement (see Attachment 4, with site plan drawing attached thereto as Schedule E) which facilitates the aforementioned redevelopment on the property. As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

CONSULTATIONS

The application was reviewed at recent Planning Staff Review meeting(s) by:

Public Works and Environmental Services
Fire and Emergency Services
ERCA

FINANCIAL IMPLICATIONS

There are no financial implications.

Planning and Building Services Report No. 06/17
 Site Plan Control
 Beach Grove Golf and Country Club
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LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report No. 06/17
Site Plan Control
Beach Grove Golf and Country Club
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This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Prepared by:

Enrico De Cecco, BA (Hons.), MCIP, RPP
Junior Planner

Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services/Senior Planner

Reviewed by:

Brian Hillman, MA, MCIP, RPP
Director of Planning and Building Services

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

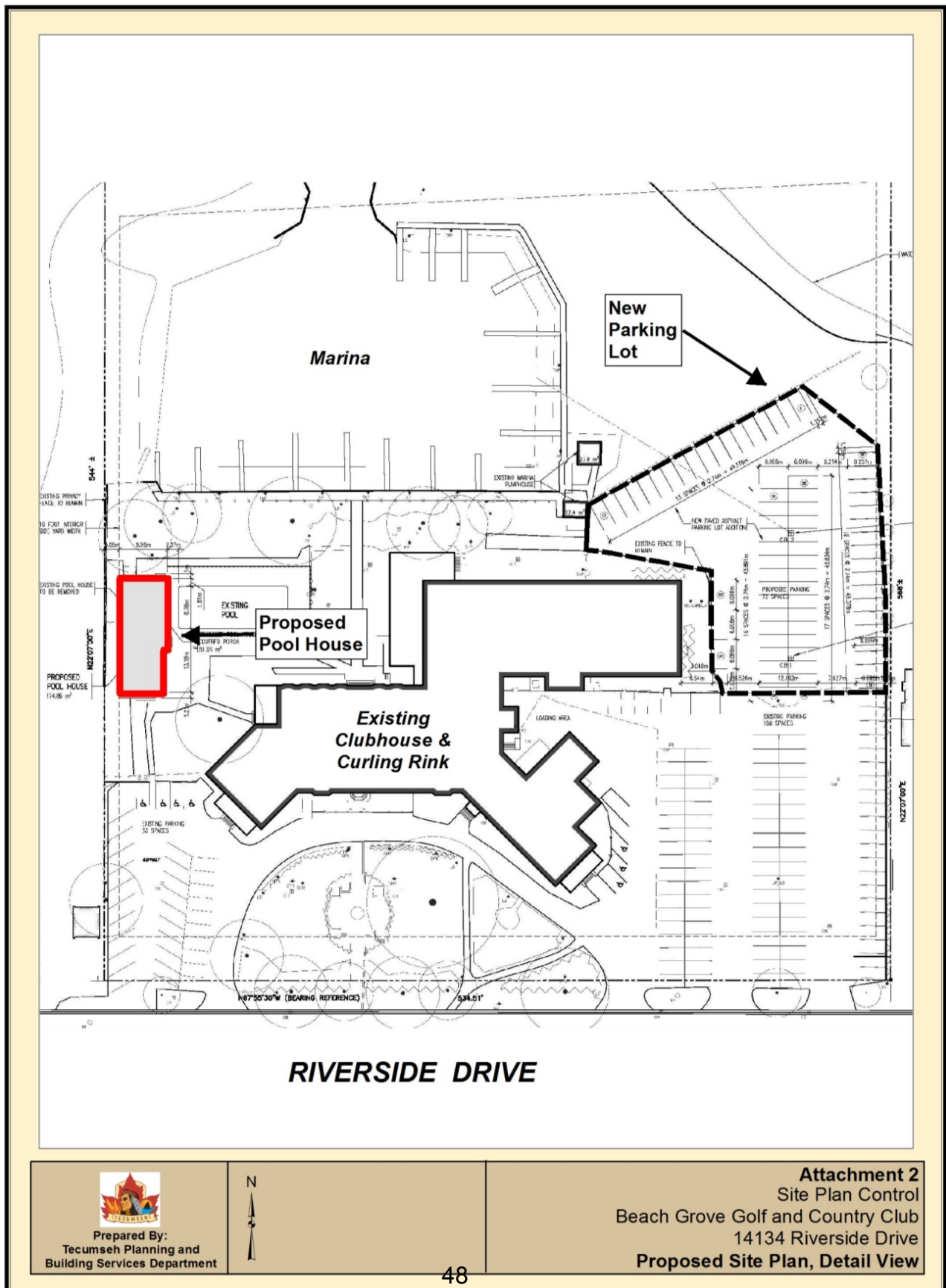
1. Property Location Map
2. Proposed Site Plan, Detail View
3. Zoning Map
4. Proposed Site Plan Control Amending Agreement

File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning Report 06-17 - D11BG - Beach Grove Golf - Pool House Development.docx)

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Planning and Building Services Report No. 06/17
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Prepared By:
 Tecumseh Planning and
 Building Services Department



Planning and Building Services Report No. 06/17
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Proposed Site Plan Control Amending Agreement

THE CORPORATION OF THE TOWN OF TECUMSEH

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2017

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the “Town”

Of the First Part,

-and –

BEACH GROVE GOLF AND COUNTRY CLUB LIMITED
hereinafter called the “Owner”

Of the Second Part.

WHEREAS:

- 1) The Owner owns and has developed that certain parcel or tract of lands and premises, situate, lying and being in the Town of Tecumseh, and being more particularly described in Schedule “A” attached;
- 2) A site plan control agreement (the “Original Site Plan Control Agreement” “Original Agreement”) between the Owner and the Town has been entered into, an execution copy of which was registered in the Land Registry Office for the Registry Division of Essex (No. 12) as instrument No. CE257749 on January 30, 2007 respecting said development;
- 3) The Owner has applied to further amend the Original Agreement to contemplate the construction of a new pool house (replacing a smaller one in same location and an expansion to the parking lot for the Beach Grove Golf and Country Club Limited’s existing lands on the north side of Riverside Drive (herein “the existing lands”)
- 4) The Town has enacted by-laws designating the subject lands as a site plan control area in pursuance of the Planning Act of Ontario and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, required that this agreement be entered into by virtue of subsection 41(7)(c) of the Planning Act;
- 5) The Original Agreement is hereby amended as set out herein, all of which is hereinafter referred to as “the Site Plan Agreement” and the amendment affects all of the lands described in Schedule “A” hereto, which lands are herein called the “subject lands”;
- 6) The Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of Five dollars (\$5.00) now paid by the Owner to the Town (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1) Schedule “E” – Clubhouse / Pool House Plan is hereby added to the Original Site Plan Control Agreement, the original of which has been signed by the parties and is on file with

the town and a reduced copy of which may be annexed hereto as Schedule “E” hereinafter “the Clubhouse / Pool House Plan”;

2) The Owner shall, at its own expense, develop the Lands with the amenities, facilities, works, services and in accordance with each and every of the obligations described and set out in this agreement, the Original Agreement, and in accordance with the Site Plan (all of which are hereinafter collectively called the “Services”).

3) In the event of conflict between this amending agreement and the Site Plan Agreement, the terms of this Agreement shall govern.

4) SECURITY

4.1 The Owner agrees to provide contemporaneously with the execution hereof, a cash security deposit or irrevocable letter of credit (in form satisfactory to the Town) in the amount of \$10,000.00 to ensure that all of its obligations herein contained are completed to the satisfaction of the Town. The cash security deposit shall be returned to the Owner on completion to the satisfaction of the Town, and final inspection of the obligations of the Owner hereunder. It is acknowledged by the Owner that the original security of \$20,000.00 placed pursuant to paragraph 6.1, of the Original Agreement has been returned to the Owner.

4.2 In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 4.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

4.3 The Owner acknowledges that it is the Owner's sole responsibility to ensure it has rights of access over abutting lands, as may be necessary, for the construction and/or maintenance of the structures placed on the Owner's lands and that neither execution of this Agreement or issuance of a Building Permit under the Building Code Act does not afford the Owner a right of access over abutting lands.

5) CONDITIONS

5.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

- a) Security for performance is posted pursuant to Paragraph 4.1;
- b) Construction lien deposit pursuant to Paragraph 4.2;

5.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Due registration against the title of the land of this Agreement;
- b) Postponement to this Agreement by all encumbrances;
- c) Receipt of the opinion of the Owner's lawyer confirming 5.2(c) and 5.2(d) if required by the Town;

6) The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

7) The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the owner in a timely fashion payment for which shall be due immediately.

8) In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

9) The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorizes the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

10) Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement shall be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

11) The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense. The Lands firstly described on Schedule A attached were omitted from registration of the Original Agreement. The Owners have since amended title to properly reflect their ownership of the lands firstly described on Schedule A by reason of Land Registrar's order CE598480 and the parties have now included these lands on Schedule A to affirm that the Original Agreement and this amending agreement apply to all lands shown on Schedule A to this amending agreement.

12) The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

13) The owner agrees to sign Local Improvement petitions for, and agrees not to oppose, any municipal services proposed by the Municipality to be constructed pursuant to

a) the provisions of the Municipal Act S.O., 2001, c.25, including but not limited to Ontario Regulation 119/03, or

b) the Drainage Act of Ontario R.S.O. 1990 c.D.17 and amendments thereto, which shall directly or indirectly benefit the lands.

14) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Original Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.

See next page for signing...

15) This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the said parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

Signed, sealed and delivered	)	THE CORPORATION OF THE TOWN OF
	)	TECUMSEH
in the presence of:)	
	)	Per:_____
	)	Name: Gary McNamara
	)	Title: Mayor
)	
	)	c/s
	)	Per:_____
	)	Name: Laura Moy
	)	Title: Clerk
)	
	)	BEACH GROVE GOLF AND COUNTRY CLUB
	)	LIMITED
)	
	)	Per:_____
	)	Name: Dave Gabriele
	)	Title: Facilities Maintenance Manager
)	
	)	c/s
	)	I have authority to bind the Corporation.

SCHEDULE "A"
THE LANDS

FIRSTLY: LOT 1 ON PLAN 1261 ST. CLAIR BEACH VILLAGE EXCEPT R199887, R272478; TECUMSEH (PIN: 75265-0101)

SECONDLY: LT 2-3 PL 1261 ST CLAIR BEACH VILLAGE; PT LT 1 PL 1261 ST CLAIR BEACH VILLAGE; PT LT 1 CON WEST OF RIVER PECHE MAIDSTONE (ST CLAIR BEACH) AS IN R272478 EXCEPT PT 1 & 2 12R6449; TECUMSEH (PIN: 75265-0053)

THIRDLY: LT 25-27 PL 1261 ST CLAIR BEACH VILLAGE; WATER LT IN FRONT OF LT 25 PL 1261 ST CLAIR BEACH VILLAGE; WATER LT IN FRONT OF LT 26 PL 1261 ST CLAIR BEACH VILLAGE; WATER LT IN FRONT OF LT 27 PL 1261 ST CLAIR BEACH VILLAGE; PT LT 24 PL 1261 ST CLAIR BEACH VILLAGE; PT WATER LT IN FRONT OF LT 24 PL 1261 ST CLAIR BEACH VILLAGE AS IN R272478; DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN R272478; TECUMSEH (PIN: 75264-0082)

6
55





THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 10/17

TO: Mayor and Members of Council

FROM: Denis Berthiaume, ORO, Manager Water & Wastewater

DATE OF REPORT: February 16, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Drinking Water Quality Management System
Operational Plan Version 7

RECOMMENDATIONS

It is recommended that:

1. The Drinking Water Quality Management System Operational Plan Version 7 be endorsed and committed to.

BACKGROUND

Following the results of the Walkerton Inquiry in 2002, a key recommendation by Justice O'Connor was for municipalities across Ontario to develop and implement a Drinking Water Quality Management Standard (DWQMS), similar to management systems from the International Standards Organizations (ISO). Council adopted its DWQMS Operational Plan Version 6 at its meeting held February 23, 2016 (Motion: RCM-80/16).

The Drinking Water Quality Management System Operational Plan Version 6 has been updated to Version 7 as mandated by O.Reg 188/07, which issues directions governing the preparation and content of operational plans for municipal drinking water systems.

COMMENTS

The adoption of quality management systems is not new to the drinking water community in Ontario; however, the requirement to implement the DWQMS is now mandated through the Safe Drinking Water Act, 2002 (SDWA) O. Reg. 188/07 – Licensing of Municipal Drinking - Water Systems.

The SDWA requires owners/operating authorities of municipal residential drinking water systems to have an accredited operating authority. In order to become accredited, an operating authority must establish and maintain a quality management system (QMS). Minimum requirements for the QMS are specified in the SDWA. Operating authorities must be accredited by a third-party accreditation body.

The DWQMS provides minimum requirements for an owners/operating authority to document a QMS in an operational plan for each system that it operates, which must be accepted by the Ministry of the

Environment and Climate Change (MOECC). The Corporation of the Town of Tecumseh is responsible for the Water Distribution Subsystem Class 2 as designated by the MOECC.

The DWQMS is based on a PLAN, DO, CHECK and IMPROVE methodology which is similar to that found in some international standards. PLAN requirements of the standard typically specify policies and procedures that must be documented in the operational plans for the drinking water system, while DO requirements specify that the policies and procedures must be implemented. CHECK and IMPROVE requirements of the standard are reflected in the requirements to conduct internal audits and management reviews.

Version 6 of the Operational Plan was submitted to the DWQMS Committee and approved. Updates to the new Operational Plan reflect changes due to:

- Legislative and regulatory changes
- Management Review Committee recommendations as per internal audits
- Corrective Action Records (CAR's) issued by the NSF (Town's auditing firm)
- The Corporation of the Town of Tecumseh administrative and/or internal policy changes

It is therefore recommended that Council commit to and endorse the Drinking Water Quality Management System Operational Plan Version 7.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☐

Website ☒ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Reviewed by:

Brad Dupuis
DWQMS Representative

Denis Berthiaume, ORO
Manager Water & Wastewater

Reviewed by:

Recommended by:

Dan Piescic, P.Eng.
Director Public Works & Environmental
Services

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments:

1. Drinking Water Quality Management System Operational Plan Version 7

Quality Management Systems

A QMS is a system to:

- establish policy and objectives and achieve those objectives, and
- direct and control an organization with regard to quality.

Quality management for Ontario's municipal drinking water systems will occur through the development and implementation of a QMS for each system based upon the DWQMS.

The Corporation of the Town of Tecumseh Public Works & Environmental Services



Drinking Water Quality Management System Water Services Operational Plan

Version 7

Drinking Water Quality Management System
 Water Services Operational Plan Version 7

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Drinking Water Quality Management System
Water Services Operational Plan Version 7

1. Quality Management System

This document is the Drinking Water Quality Management System Operational Plan for The Corporation of Town of Tecumseh Water Distribution System.

The Corporation of the Town of Tecumseh Water Distribution System is owned and operated by The Corporation of the Town of Tecumseh. The Drinking Water Quality Management System (DWQMS) for The Corporation of the Town of Tecumseh covers the transmission and distribution of potable drinking water to consumers within the Town of Tecumseh. Treated potable drinking water is purchased from the Windsor Utilities Treatment Plant, which is owned by the Windsor Utilities Commission (WUC) and is a separately held entity managed by ENWIN Utilities, which operates and manages the production and distribution of potable water. The potable water enters The Corporation of the Town of Tecumseh Water Distribution System through 11 locations bordering the City of Windsor, Town of LaSalle and the Town of Tecumseh. Each location is metered and monitored using a Supervisory Control and Data Acquisition system (SCADA). The Town of Tecumseh also has a 4,546m³ water tower, which is also monitored by the SCADA system.

The Corporation of the Town of Tecumseh, in turn, supplies potable drinking water to the Town of Lakeshore at 4 locations all boarding Manning Road: Scott Side Rd; County Rd. 42; Little Baseline; and Amy Croft. The Corporation of the Town of Lakeshore owns and operates the production and distribution facilities of potable water within their boundary. The Corporation of the Town of Lakeshore is a fully owned local government and is represented by elected officials of the Town of Lakeshore.

The Corporation of the Town of Tecumseh is connected with the Town of LaSalle at one location boarding Howard Avenue. The Corporation of the Town of LaSalle owns and operates the distribution facilities of potable water within their boundary. Town of LaSalle's treated potable drinking water is purchased from the Windsor Utilities Treatment Plant, which is owned by the Windsor Utilities Commission (WUC) and is a separately held entity managed by ENWIN Utilities, which operates and manages the production and distribution of potable water. The Corporation of the Town of LaSalle is a fully owned local government and is represented by elected officials of the Town of LaSalle.

2. Quality Management System Policy

The Corporation of the Town of Tecumseh is committed to supplying a safe, consistent, drinking water supply while maintaining strict adherence to all applicable legislative and regulatory requirements. The Corporation of the Town of Tecumseh will strive to achieve these goals through the implementation of a management system and staff competency to our customers.

The municipal owners, management and the employees of The Corporation of the Town of Tecumseh who are directly involved in the supply of drinking water, share in the responsibilities of implementing, maintaining, and contributing to the continual improvement of the Drinking Water Quality Management System (DWQMS).

Drinking Water Quality Management System
Water Services Operational Plan Version 7

3. Commitments and Endorsement

This Operational Plan has been reviewed and approved by The Corporation of the Town of Tecumseh. The purpose of this document is for the planning, operation, and maintenance of The Corporation of the Town of Tecumseh Water Distribution System.

This document will be reviewed and approved by:

- **Municipal Owner/Operating Authority** – Mayor and Council
- **Top Management**- Chief Administrative Officer, Director of Public Works and Environmental Services and the Manager, Water & Wastewater ORO (*Overall Responsible Operator*)

The DWQMS Representative will keep the DWQMS document up to date and promote continual improvement. All recommended changes are to be approved by Municipal Owner/Operating Authority resolution. (*See Appendix 1- Commitments and Endorsement*)

4. Drinking Water Quality Management System Representative

The Corporation of the Town of Tecumseh has designated a DWQMS Representative and an alternate DWQMS Representative:

DWQMS Representative:

Name: Brad Dupuis

Position: Water Operator

Alternate DWQMS Representative:

Name: Denis Berthiaume

Position: Manager, Water & Wastewater/ORO

The DWQMS Representative will be responsible for the following:

- Ensures that processes and procedures needed for the DWQMS are established and maintained
- Reports to Top Management on the performance of the DWQMS and any need for improvement, as needed, or during the Management Review meetings
- Reviews DWQMS documentation and record control
- Promotes awareness of the DWQMS throughout the Water Services division and The Corporation of the Town of Tecumseh

Drinking Water Quality Management System
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5. Document and Record Control

This procedure is applicable to the following DWQMS documents:

- Operational Plan and associated procedures
- DWQMS Forms
- Equipment Manuals
- As Built Drawings
- Applicable drinking water regulations (O. Reg. 170/03 and O. Reg. 128/04)

Creating New or Updating Existing Documents

The need for document changes or for new documents may be identified through audits, Management Reviews, DWQMS Committee or staff. The DWQMS Representative will delegate the task of creating the new documents to be approved if necessary by Manager, Water and Wastewater, Top Management and/or Municipal Owner/Operating Authority if necessary.

Any employee of the Water Services division may request a change to an existing DWQMS document. The request must be made in writing, dated and submitted to the DWQMS Representative.

The request must include the following information:

- Reason for the new or changed document (one of the following needs to apply):
 - Is it required by the DWQMS?
 - Will it enhance process control?
 - Can it reduce risk?
 - Will it support regulatory requirements?
 - Will it improve operational efficiency?
- A proposed document change or new document content when applicable to the Water Services division or the Operational Plan.

Proposed Document Change or New Document Content

The requester shall develop the new/changed document and submit it to the DWQMS Representative for review.

The DWQMS Committee shall review the document, make any changes as required, and approve changes if applicable.

Drinking Water Quality Management System
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Approving Documents

- DWQMS related documents may be approved by Municipal Owner/Operating Authority, Senior Management (CEO), Director of Environmental Services Manager, Water & Wastewater/ORO or the DWQMS Representative
- DWQMS documentation shall be stored at the Water Services division office or electronically on The Corporation of the Town of Tecumseh network servers
- Water Services staff has read-only access to the electronic version of the documentation. The Manager, Water & Wastewater/ORO, DWQMS Representative and Clerical Staff have access rights to manage and/or edit the electronic version of DWQMS related documents
- The DWQMS Representative is responsible to ensure that new or changed documents are communicated and /or distributed to the appropriate staff members
- Documents shall be collected, archived and stored as per legislated under the *Safe Drinking Water Act 2002* and The Corporation of the Town of Tecumseh municipal by-law.

Reviewing Documents

The Operational Plan and procedures shall be reviewed by the DWQMS Committee for applicability and relevance.

Document Availability

- The current copy of the Operational Plan, procedures and associated documents are retained the electronically on The Corporation of the Town of Tecumseh network servers and at the Water Services division office
- Original sets of equipment manuals / specifications and drinking water regulations are kept at the Water Services division office.
- Copies of As-Built are stored at the Water Services division office and electronically on The Corporation of the Town of Tecumseh network servers

DWQMS Record Control

This procedure is applicable to all records that demonstrate conformance to DWQMS requirements:

- All records that demonstrate compliance are covered by Ontario Regulations 170/03 and 128/04, as amended
- DWQMS records shall be filed at the Water Services division office and The Corporation of the Town of Tecumseh network servers
- Regulatory reports are filed at the Water Services division office and The Corporation of the Town of Tecumseh network servers
- Records that are greater than 3 years in age shall be filed and archived at the Water Services division office and The Corporation of the Town of Tecumseh Office and network servers
- DWQMS records shall be stored in such a manner as to prevent deterioration

Drinking Water Quality Management System
Water Services Operational Plan Version 7

Records Management

Records are stored and protected to ensure that they are kept legible, readily identifiable, and are retrievable when they are required by personnel of the Town of Tecumseh Drinking Water System.

Paper records are maintained onsite in file folders, filing cabinets, binders, or by other means deemed acceptable by individual responsible for the records. Electronic records are stored on the organization's network, and within the Town of Tecumseh's Management System Software. Regular scheduled back-ups help protect electronic information from damage or loss.

All employees have access to the files appropriate to their roles and responsibilities. The Management System Software is also used to facilitate access to and retrieval of the required information.

Minimum record retention periods are determined according to appropriate legislative and regulatory requirements. Retention periods for records not governed by standards or legislation are established based the by-laws of the Town of Tecumseh. Records specific to the Town of Tecumseh Water Distribution System have been documented on a Record Retention Table. The records will be disposed of by either recycling, shredding, or in the case of electronic documentation archival and deletion.

6. Drinking –Water System

System Overview

Under the terms and conditions of the 2004 Water Agreement executed among the Windsor Utilities Commission (WUC), City of Windsor and The Corporation of the Town of Tecumseh, the Tecumseh water distribution system (formerly north and south Tecumseh water distribution systems) is currently supplied by the Windsor Water System. The Town is responsible for its own distribution system within the boundaries of Tecumseh and is responsible for any new storage works that may be required to supply its fire flow of water. Storage for equalization and peak hour flow of water for Tecumseh is the responsibility of the WUC. The Town of Tecumseh also has a 4,546m³ water tower, located in the North end of Tecumseh. The Town of Tecumseh water tower is monitored by Windsor Utilities Commission (WUC) and the Town of Tecumseh through SCADA (Supervisory Control and Data Acquisition system).

The north Tecumseh water service area (north of Highway 401) includes the urban settlement areas of Tecumseh, St. Clair Beach and Tecumseh Hamlet, and rural areas north of Highway 401; and is supplied from the Windsor Water System through metering facilities at the Town boundary on Dillon Drive, McNorton Street, Tecumseh Road, County Road 22, County Road 42 and, in the future, on Intersection Road.

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The south Tecumseh water service area (south of Highway 401) includes urban settlement areas of Oldcastle Hamlet, and Maidstone Hamlet, and rural areas south of Highway 401; and is supplied from the Windsor Water System through existing supply connections at the Town boundary on Baseline Road, and at the Town boundary in Oldcastle Hamlet on the 8th Concession Road, County Road 46, Walker Road, North Talbot Road and Talbot Road (Highway 3).

Service Areas and Water Distribution System Components:

North Tecumseh Water Service Area

The distribution system in the north Tecumseh water service area is operated by The Corporation of the Town of Tecumseh and consisting of watermains ranging in size from 100 mm (4") to 600 mm (24") in diameter. *(See Appendix 2- The north service area boundary is identified on Map #1)*

The feeder mains on Dillon Drive, McNorton Street and Tecumseh Road extend from the Town boundary through the centre of Tecumseh (Planning Area) to the elevated water tank on Tecumseh Road, and are interconnected through a new 300 mm feeder main on Lesperance Road and the existing 400 mm trunk watermain on Lacasse Boulevard. The 600 mm diameter feeder main on County Road 22 extends from the Town boundary to Manning Road (County Road 19) and is connected to the 400 mm diameter feeder main on Tecumseh Road. The 600 mm diameter feeder main on County Road 42 extends from the Town Boundary to Lesperance Road and is connected to the 300 mm diameter distribution mains on St. Alphonse Avenue and on Lesperance Road.

South Tecumseh Water Service Area

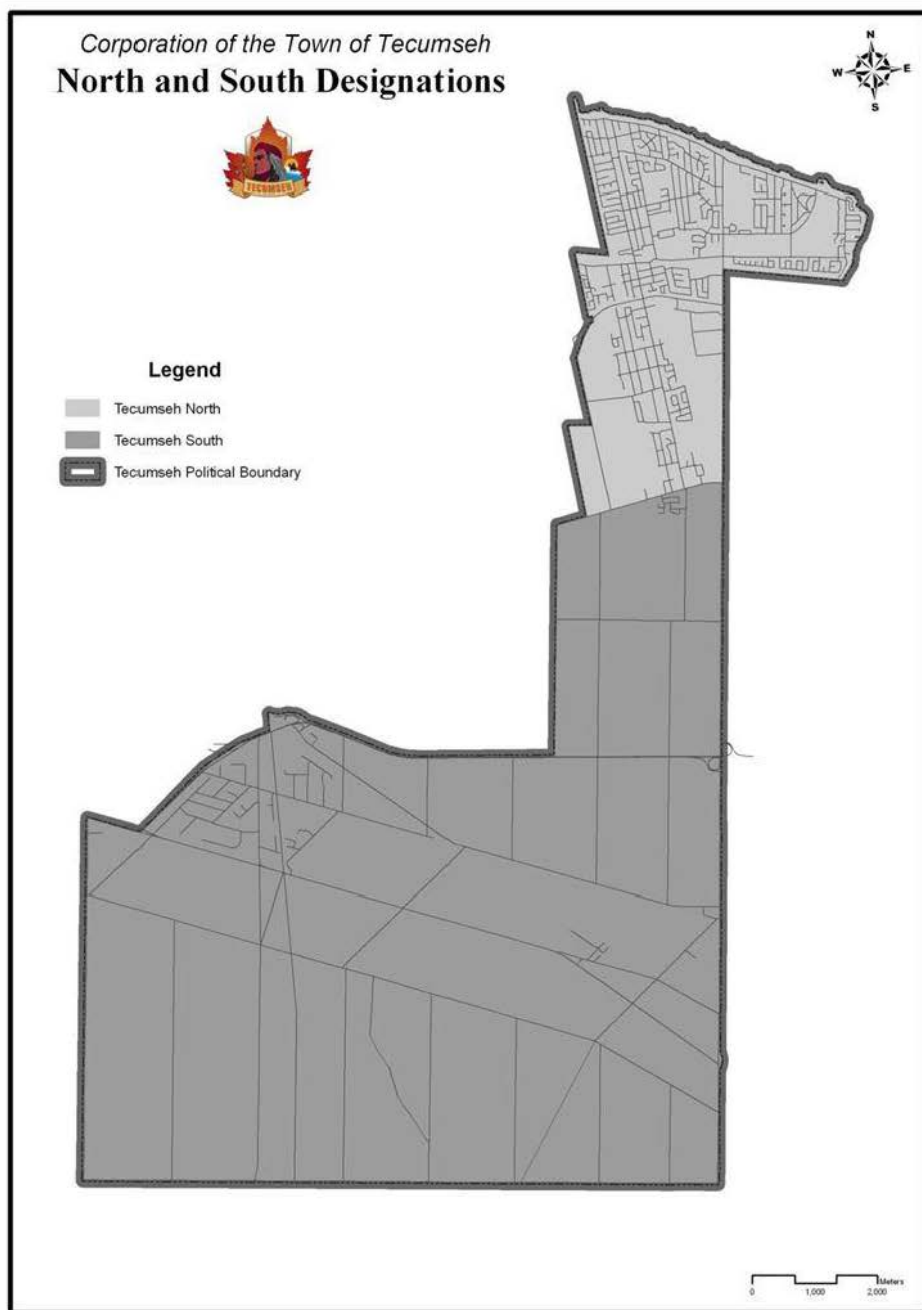
The distribution system in the south Tecumseh water service area is operated by The Corporation of the Town of Tecumseh consisting of watermains ranging in size from 100 mm (4") to 600 mm (24") in diameter. *(See Appendix 2 -The south service area boundary is identified on Map #2)*

The feeder mains on 8th Concession Road and County Road 46 supply the north east end of Oldcastle Hamlet. The 300 mm diameter feeder main on Walker Road and North Talbot Street connect to the 300 mm diameter trunk watermain on Talbot Road (Highway 3) which supplies Oldcastle Hamlet, the rural areas south of Highway 401, and Maidstone Hamlet.

Consolidated Water Distribution System

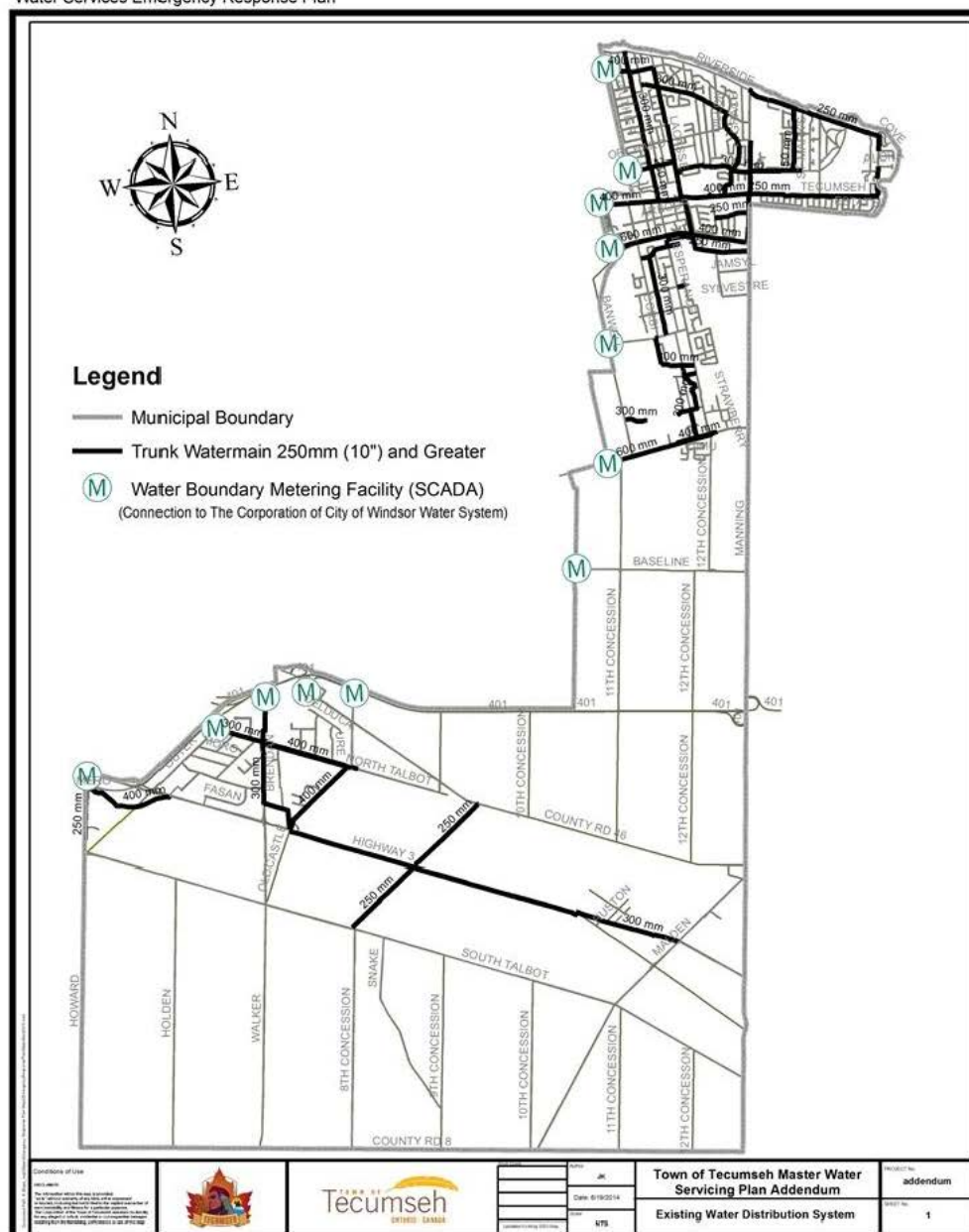
The existing water distribution system will be operated as a single distribution system with connections through the Windsor Supply System. In the future, the Town intends to extend trunk watermains from County Road 42 to connect to the south service area to improve system performance. A copy of the approved Water and Wastewater Master Plan can be viewed at the Water Services division office. *(See Appendix 2 – Table # 1 Watermain Material Type and Length in Tecumseh Water Distribution System)*

Drinking Water Quality Management System
Water Services Operational Plan Version 7



Drinking Water Quality Management System
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The Corporation of the Town of Tecumseh
 Water Services Emergency Response Plan



DISCLAIMER: This electronic document is controlled and once printed becomes uncontrolled. Any printed version of this document should be verified as current with the Manager, Water & Wastewater/ORO or the Drinking Water Quality Management System Representative.

Drinking Water Quality Management System
Water Services Operational Plan Version 7

7. Risk Assessment

Risk Assessment Team

The Risk Assessment Team shall be no less than a three-member forum and will be made up of The Manager, Water & Wastewater/ORO in conjunction with the Lead Water Operator and one other Water Operator.

The Risk Assessment Team shall meet once a calendar year to review the validity of the assumptions and the currency of the information used in the risk assessment. A comprehensive risk assessment will be redone every three years unless changing conditions indicate that it should be done more frequently.

The DWQMS Representative shall ensure that relevant information is circulated to all members of the Risk Assessment Team.

The Risk Assessment Team is to identify:

- The potential hazards and hazardous events which could affect the water system
- The control measures to address the hazards
- The Critical Control Points and control limits
- The associated methods of monitoring critical limits and responding to deviations

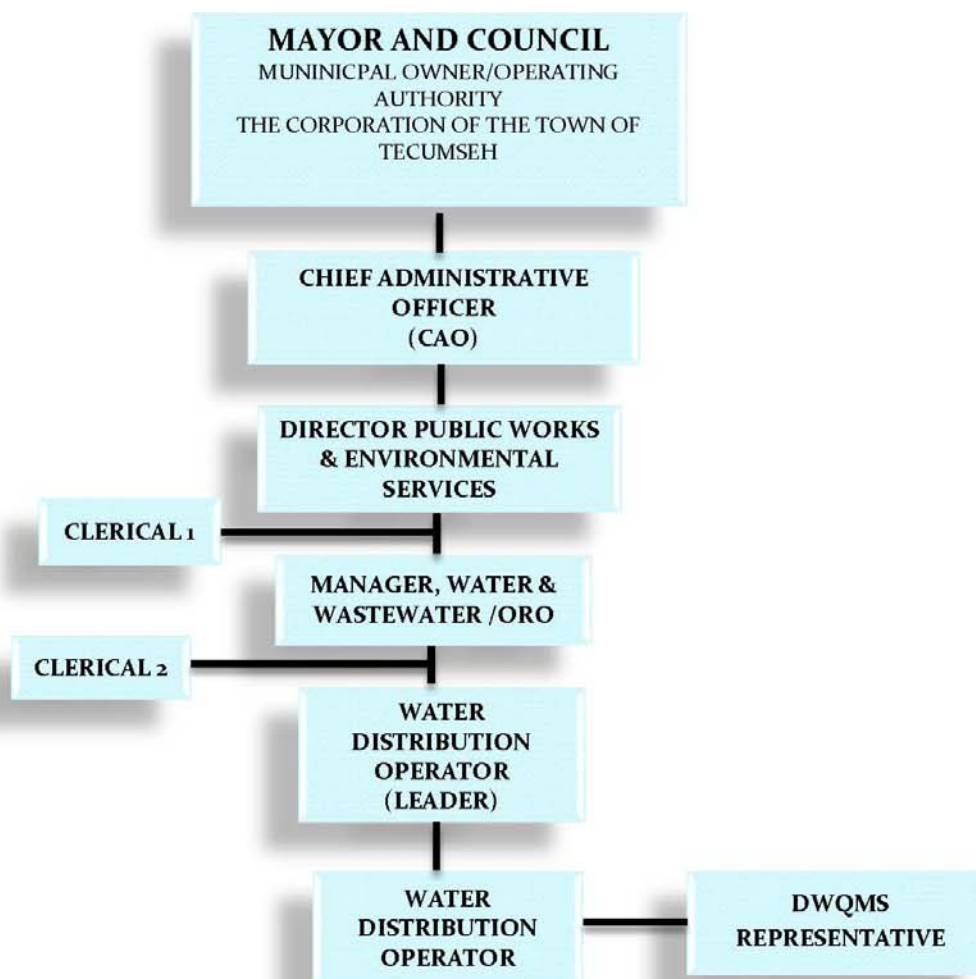
8. Risk Assessment Outcomes

The risk assessment will be facilitated by developing a Risk Assessment Table. As the Risk Assessment Team conducts this assessment, the Risk Assessment Team will need to document the results of each step and the risk assessment procedure. The risk assessment process is an ongoing activity. Once a year, the currency of the information and the validity of the information used in the risk assessment must be verified. The risk assessment must be redone every three years at a minimum, unless changing conditions indicate that it should be done more frequently.

- *(See Appendix 3 - Risk Assessment Tables)*
- *(See Appendix 4 - Hazard Analysis & Critical Control Point Work Sheet)*

Drinking Water Quality Management System
 Water Services Operational Plan Version 7

9. Organizational Structure, Roles, Responsibilities and Authorities



The Corporation of the Town of Tecumseh
 Water Services - Organizational Chart

Drinking Water Quality Management System
Water Services Operational Plan Version 7

Operational Roles, Responsibilities and Authorities:

Municipal Owner/Operating Authority (Mayor and Council)

Responsibilities

In addition to ensuring the provision of safe and reliable municipal water supply to the serviced areas of The Corporation of the Town of Tecumseh Council is also responsible for:

- Complete legal oversight of The Corporation of The Town of Tecumseh Water Distribution System and the DWQMS
- Ultimate responsibility for the provision of safe potable drinking water under the *Safe Drinking Water Act 2002*
- Ensures compliance with applicable legislation and regulations
- Participating in Council meetings and Council committee meetings and meetings of other bodies to which they are appointed by the Council
- Obtaining and giving due consideration to information about the operation or administration of the municipality from the Chief Administrative Officer, (CAO) and from other appropriate Town staff
- Evaluating the policies and programs of the municipality such as bylaw enforcement, taxation, property permits and inspections, planning, public works (roads, water, and sewer), parks and recreation, fire services, police services
- Endorsing the DWQMS and providing a representative to participate on the DWQMS Management Review Committee

Authorities

- On behalf of the electorate of The Corporation of the Town of Tecumseh, and in accordance with the Municipal Act, Council is authorized to:
- Drinking water system and DWQMS improvements or changes
- To authorize resources to improve or change the drinking water system and DWQMS
- Approve and review policies for the management and operation of Town assets
- Review, revise, and approve proposed and existing bylaws, expenditures, user fees, taxation rates,
- Hire, evaluate, discipline, or terminate Town Management Staff and contracted service providers
- Financial, administrative authority related to the distribution of safe drinking water

Drinking Water Quality Management System
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Top Management

Top Management is comprised of the following: Chief Administrative Officer; Director, Public Works & Environmental Services; and Manager, Water & Wastewater/Overall Responsible Operator (ORO)

Chief Administrative Officer (CAO)

Responsibilities

As the senior Town staff person reporting to Council, the Chief Administrative Officer (CAO) responsibilities include:

- Oversight of the operation and management of all Town departments
- Ensuring that the policies and direction from Council are effectively communicated to senior department managers
- Ensuring that policies and direction from Council is carried out by the appropriate Town departments
- Direct supervision of senior department directors and managers
- Endorsing the ongoing development of the DWQMS and participating on the DWQMS Management Review Committee

Authorities

Authorities of the Chief Administrative Officer (CAO) include:

- Communicate information from senior managers directly to Council
- Request expenditure approval from Council and implement approved expenditures
- To convey and mandate council policy and direction to the department senior managers
- To hire, evaluate, discipline, or terminate utility management staff
- Staffing (within the guidelines of The Corporation of the Town of Tecumseh and any collective agreements)

Drinking Water Quality Management System
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Director, Public Works & Environmental Services

Responsibilities

Reporting to the Chief Administrative Officer (CAO), the responsibilities of the Director of Environmental Services and Public Works responsibilities include:

- Ensuring the safe, reliable, and compliant management and operation of all of the Towns physical infrastructure as well as Water Distribution System
- Direct supervision of Environmental Services and Public Works department supervisors and administrative staff
- Coordinating budget preparation
- Preparation and presentation of Environmental Services Department Reports to Council
- Administration of the Collective Bargaining Agreement for department personnel
- Ensuring adequate and competent staffing
- Ensuring appropriate staff training
- Investigating and responding to public complaints and inquiries
- Participate and represent the Municipal Owner/Operating Authority (Mayor and Council) on the DWQMS Committee and Management Review Committee

Authorities

The Director of Environmental Services and Public Works is authorized to:

- Evaluate and prioritize long-term department needs
- Prepare, review, and approve design specifications
- Select contractors, and equipment
- Develop and implement departmental administrative and technical policy
- Recruit, hire, evaluate, discipline, or terminate Environmental Services Department staff in accordance with Town policies
- Within the scope of the Environmental Services Department and Public Works, communicate directly with regulatory agencies and the public on behalf of the Town Municipal Owner/Operating Authority
- When necessary, will appoint a temporary Over All Responsible Operator (ORO) position, in absence of the designated ORO

Drinking Water Quality Management System
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Manager, Water & Wastewater/Overall Responsible Operator (ORO)

Responsibilities

Reporting to the Director of Environmental Services and Public Works, the responsibilities include:

- Ensuring the efficient, safe and compliant operation of the Towns Water Distribution System
- Providing supervision, technical direction and training to water distribution staff
- Maintaining provincial operator certification
- Assisting the Director of Environmental Services and Public Works with the water distribution budget preparation and long term planning
- Communicating with regulatory authorities to ensure compliance with applicable legislation
- Preparing and presenting Municipal distribution information to Council, Town staff, managers and the public
- Serving as an alternate DWQMS Representative and participating on the DWQMS Committee and Management Review Committee

Authorities

The Manager Water & Wastewater /ORO, Water System is authorized to:

- Act and is the Overall Responsible Operator (ORO) and therefore must be available to be contacted 24/7. The ORO will make arrangements with the Director of Environmental Services for a designated ORO in the event he/she is not available and cannot be contacted.
- Develop, approve and implement operations, maintenance and safety policies and procedures related to water distribution
- Supervise and inspect the work of contractors
- Evaluate and prioritize the long-term rehabilitation and upgrade to the Town's infrastructure(s)
- Participate in hiring, evaluation and discipline of unionized and non-unionized staff in accordance with Town Policies
- Communicate with Regulatory Agencies
- Order/purchase necessary supplies and services
- Apply various Town By-laws

Drinking Water Quality Management System
Water Services Operational Plan Version 7

DWQMS Representative

Responsibilities

Reporting to the Town Municipal Owner/Operating Authority and Top Management, the responsibilities include:

- Promotes awareness of the DWQMS
- Reports DWQMS results to staff
- Ensures DWQMS documentation is prepared and maintained, as needed
- Provides all staff with technical and administrative consultation related to DWQMS document preparation and implementation, as needed
- Reviews and may approve DWQMS documentation
- Implements and oversees document control procedure
- Coordinates internal auditing acts as the external audit liaison
- Communicates DWQMS information to staff and facilitates training when needed
- May report DWQMS results to Municipal Owner/Operating Authority and Top Management, and any needs for improvement
- Assist Municipal Owner/Operating Authority and Top Management, that personnel who directly impact drinking water for The Corporation of the Town of Tecumseh are aware of all applicable legislative and regulatory requirements that pertain to their duties if reference to the DWQMS

Authorities

The DWQMS Representative is authorized to:

- The overall managing role, responsible for overseeing the development and implementation of the DWQMS system

Designated DWQMS Representative Alternate

- Performs all roles of Designated DWQMS Representative

Drinking Water Quality Management System
Water Services Operational Plan Version 7

Water Distribution Certified Operator (Leader)

Responsibilities

Reporting to the Water & Wastewater/Overall Responsible Operator (ORO), the responsibilities include:

- Oversees day-to-day activities relating to maintenance of the water distribution system
- Communicates and liaises with the Manager, Water & Wastewater, Water Operators and Clerical Staff
- Works with the Manager, Water & Wastewater in completing the Water Operators' performance assessments
- Assists with developing procedures and processes for assuring water quality
- Has input into the development of procedures and processes for assuring water quality

Authorities

The Water Distribution Certified Operator (Leader) is authorized to:

- Directs Operators in day-to-day operations of water distribution system
- Orders day-to-day supplies as needed
- Respond to public complaints as relayed from Manager, Water & Wastewater, Clerical Staff and/or after hours answering service

Water Distribution Certified Operator

Responsibilities

Reporting to the Water & Wastewater/Overall Responsible Operator (ORO) and the Water Distribution Certified Operator (Leader), the responsibilities include:

- Performs weekly testing of drinking water
- Performs regular maintenance of the water distribution system
- Reports any incidents of non-compliance
- Responds to repairs

Authorities

The Water Distribution Certified Operator is authorized to:

- Monitors process and equipment of day-to-day operations of the water distribution system

Drinking Water Quality Management System
Water Services Operational Plan Version 7

- Respond to public complaints as relayed from Manager, Water & Wastewater, Clerical Staff, Water Operator Leader and/or after hours answering service

Clerical Staff

Responsibilities

Reporting to the Director of Environmental Services and Public Works Water & Wastewater/Overall Responsible Operator (ORO), the responsibilities include:

- Communicates/liases with the following: Director, Public Works & Environmental Services; Manager, Water & Wastewater; Water Operator (Leader); and Water Operators
- Responds to and documents public complaints. Example- drinking water quality complaints, broken watermain, hydrant hit by car etc.
- Inputs lab results
- Prepares reports as required by regulations and circulates to management
- Assists with DWQMS documentation and record control
- Assists with communication during emergency situations

Authorities

The Clerical Staff is authorized to:

- Updates and implements document changes as directed by applicable administration identified in the Water Services division Organizational Chart

Drinking Water Quality Management System
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10. Competencies

The Ministry of the Environment classified The Corporation of the Town of Tecumseh a “*Water Distribution Subsystem Class II*”. The following identifies the competencies required of staff whose performance may have a direct impact on drinking water quality.

Municipal Owners / Operating Authorities

Municipal Owners/Operating Authorities who have complete legal oversight of The Corporation of The Town of Tecumseh Water Distribution System and the DWQMS are briefed on operating conditions and are provided updates by senior management to ensure that personnel are aware of the relevance of their duties and how they affect safe drinking water, and shall maintain records of these activities. They may also attend relevant drinking water training courses, conferences, and seminars to assist in their overall knowledge pertaining to regulatory and legislative requirements.

Director of Public Works & Environmental Services

The Director shall possess advanced theoretical and working knowledge of administrative skills expected of a senior level manager. In addition, the Director shall possess an intermediate theoretical and working knowledge of the *Safe Drinking Water Act* and applicable regulations and legislations, and The Corporation of the Town of Tecumseh drinking water distribution system. When necessary, will appoint a temporary Over All Responsible Operator (ORO) position, in absence of the designated ORO

Manager, Water & Wastewater and Overall Responsible Operator (ORO)

Shall possess advanced theoretical and working knowledge of administrative skills. The Manager, Water and Wastewater and ORO shall also possess advanced theoretical and working knowledge of the *Safe Drinking Water Act* and applicable regulations and legislation. The Manager, Water and Wastewater and ORO should also have a good working knowledge of The Corporation of the Town of Tecumseh drinking water distribution system and its components. Is the Overall Responsible Operator (ORO) and therefore must be available to be contacted 24/7. The ORO will make arrangements with the Director of Environmental Services for a designated ORO in the event he/she is not available and cannot be contacted.

New Operators (OIT's)

Must complete the OIT Water Distribution Prep Course and OIT exam as per Ministry of the Environment O.Reg.128/04 requirements.

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Class I Water Distribution Operators

The operator must successfully complete the Class I Water Distribution Exam to become a Class I Water Distribution Operator as per Ministry of the Environment O.Reg.128/04 requirements.

Class II Water Distribution Operators

Class I level, the operator can advance to a Class II Water Distribution operator by successfully completing the Class II Water Distribution Exam as per Ministry of the Environment O.Reg.128/04 requirements.

Class III Water Distribution Operators

Class II level, the operator can advance to a Class III Water Distribution operator by successfully completing the Class III Water Distribution Exam as per Ministry of the Environment O.Reg.128/04 requirements.

Water Operator Competencies

- Water Operators Shall possess a OIT or Class 1 Operating Certificate as per Ontario Regulation 128/04 requirements'
- The ORO shall have a minimum Class II Water Distribution Certificate as per Ontario Regulation 128/04 requirements'

Water Operator Skills and Knowledge

- The Water Operator performs a variety of skilled and semi-skilled tasks including: operates equipment used in the construction, repair and maintenance of the water distribution system and various public buildings and facilities; utilizes private contractors as authorized; oversees the contractors' work; and performs other related duties as required.
- The Water Operator will work with Town's Water Operators, other Town employees and / or contractors and provide direction to contractors as needed.
- The Water Operator will work with minimum supervision and shall comply with all safety rules and regulations and will work unsupervised if required.

Methods to Develop, Assess and Maintain Competencies

The following methods develop, assess and maintain the required competencies for personnel performing duties directly affecting drinking water quality:

Identify Training Requirements

The Manager, Water & Wastewater and Water Operators must meet the training requirements as per Ministry of the Environment O.Reg.128/04 requirements.

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The required competencies include, but are not limited to the following:

- Class 1 Water Distribution Operator Certificate
- Understanding the Quality Management System
- Familiarity with the Town's water distribution system
- Knowledge of regulations and identifying, reporting and responding to adverse drinking water conditions as required by regulations.

Assess Competencies

The Corporation of the Town of Tecumseh may administer certain tests, conduct interviews, verify references and/or request specific documentation as part of the hiring process in order to verify skills, experience and knowledge.

In order to meet the ongoing changes to technology, software, the requirements of O. Reg. 128/04 and the Water Services division processes, Water Operators shall receive training as required by O. Reg. 128/04, at a minimum. The training may be provided on or off site by qualified employees or contracted subject matter experts. Training effectiveness is evaluated when appropriate through testing, or a demonstration of knowledge gained.

Training records are maintained by the Manager, Water & Wastewater, stored in document control software and filed in hard copy in the Water Services division office as proof that the required training has been successfully completed. The Manager, Water & Wastewater is responsible for ensuring that all identified training is completed.

Maintain Competencies

The Manager, Water & Wastewater will ensure that the Standard Operating Procedures and Quality Management System are reviewed every 12 months. These duties are included in the Annual Schedule of Duties maintained and tracked by the ORO. Furthermore, the Water Operators will meet or exceed the training hours required by Ministry of the Environment O.Reg.128/04 to maintain Water Distribution Water Distribution Operator Certificates. Training hours and courses completed by the Water Distribution Operators are logged and tracked by the Manager, Water & Wastewater and are documented in document control software.

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11. Personnel Coverage

Water Services division is staffed as per the Collective Agreement between the Corporation of the Town of Tecumseh and the Outside Bargaining workers represented by CUPE Local 702.1. The Manager, Water & Wastewater is the designated ORO. After hours calls are managed by the Water Operator (Leader) using an emergency call-out service with the staff seniority list for overtime as set out by the Collective Agreement.

Regular Hours Coverage

- All work orders are generated through the Water Services division office during regular working hours
- Created work orders will have date and time of the call, location of the problem, details of the problem, name and contact information of person initiating service call.
- Work orders are distributed through the Manager, Water & Wastewater/ORO and the Water Operator (Leader)

After Hours Coverage

- The Water Operator (Leader) receives a call from the answering service, assesses information and provides direction
- If the Lead Water Operator cannot be contacted, the call will bump to the next Water Operator according to seniority
- When necessary, staff is called in to do repairs , and or deal with public complaints
- All reports and forms are authorized by the Manager, Water & Wastewater/ORO
- Reports, forms and or work orders, will have date and time of the call, location of the problem, details of the problem, name and contact information of person initiating service call.
- If required, sub-contractors are approved by the Manager, Water & Wastewater/ORO and are used in digression of the Water Operator

Pandemic, Strikes and/or Lockouts

- The provisions for personnel coverage during situations where staff may not be available to work include the following:

Pandemic

- Should a pandemic occur the Town will request from surrounding municipalities with qualified licensed operators as well as private contractors for assistance.
- If needed the Town will also contact the Ministry of the Environment to request advice or assistance should an emergency of this nature arise.

Strikes and/or Lockouts

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- The Manager, Water & Wastewater is designated as the Overall Responsible Operator (ORO) for the distribution system and has the appropriate Water Distribution Operators License. In the event of a union strike and/or lockout, the ORO is qualified to maintain the water distribution system.
- In the event the ORO is not available or if additional staff is required to maintain the distribution system, Town will request from surrounding municipalities with qualified licensed operators as well as private contractors for assistance.
- If needed the Town will also contact the Ministry of the Environment to request advice or assistance should an emergency of this nature arise.

12. Communications

The DWQMS Representative shall ensure the Municipal Owner/Operating Authority and Top Management is provided with a current copy of the Operational Plan. The DWQMS Representative shall keep the Municipal Owner/Operating Authority and Top Management informed of any changes to the DWQMS as a result of Management Review and other DWQMS issues when necessary.

A current version of the Operational Plan is available to staff at the Water Services division office. A hard copy DWQMS Operational Plan will be kept at the Water Services division office and an electronic copy can be obtained using the document control software. Personnel will be informed of DWQMS changes or updates through regular staff meetings with the DWQMS Representative or the Manager, Water & Wastewater.

Any suggested revisions or recommendations to the DWQMS Operational Plan submitted by staff will be documented and provided to the DWQMS Representative.

The DWQMS Committee will meet to review and update the Operational Plan and review any staff recommendations.

Town of Tecumseh Water Services will utilize a web based survey/questionnaire to allow the public and essential suppliers to have input and communication with all levels of the town's Water Services and Management. The Manager, Water and Wastewater/ORO will collect and analyze all data communicated to the town. The Manager, Water and Wastewater/ORO will then make changes if necessary/ or may make recommendations to the Municipal Owners/ Operating Authority any changes or improvements identified

Essential suppliers and service providers shall receive information regarding the DWQMS from the purchaser, if and when necessary.

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Notification is provided to The Corporation of the Town of Tecumseh suppliers and service providers that a copy of the current Water Distribution System Standards and Material Specifications is available on the Town's website or in hardcopy from the Water Services division.

The DWQMS Policy is available to the consumers of The Corporation of the Town of Tecumseh water distribution system at the Water Services division office, Town Hall and can be viewed on the Town's website www.tecumseh.ca.

13. Essential Supplies and Services

Where applicable, supplies must meet AWWA and NSF/ANSI standards. Supplies are verified against the order requisition when received. (*See Appendix 5 - Essential Supplies and Service List*)

14. Review and Provision of Infrastructure

Infrastructure for The Corporation of the Town of Tecumseh consists of a water distribution system, water tower and monitoring equipment at the boundary meters. The Corporation of the Town of Tecumseh has in place a Water & Wastewater Master Plan, which has been accepted and adopted by the Municipal Owners/Operating Authority.

Rehabilitation and renewal of the water distribution system is performed on a needs schedule in association with the Water & Wastewater Master Plan. Capital and operational money is allocated each year for improvements to the system. The Director, Public Works & Environmental Services, under the advisement of the Manager, Water & Wastewater and Manager, Engineering Services, will identify areas needed for rehabilitation and renewal.

A report detailing the maintenance programs, any requirements for infrastructure, rehabilitation and renewal is prepared annually by the Director, Public Works & Environmental Services and Director, Financial Services/Treasurer. The capital requirements are then submitted to Top Management and Municipal Owner/Operating Authority for budgetary approval.

15. Infrastructure Maintenance, Rehabilitation and Renewal

The Manager, Water and Wastewater will annually review the planned and unplanned maintenance reports and programs. A summary will be prepared and communicated to the Director, Public Works & Environmental Services under advisement of the Manager, Engineering Services and will identify areas that may need rehabilitation and renewal planning. *See Appendix 6: ("Public Works & Environmental Services Capital Works Plan")*

Planned Maintenance

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All planned maintenance is scheduled and communicated to staff by the Manager, Water & Wastewater. All records are retained at the Water Services division office.

- Annual valve exercising programs
- Annual flushing programs
- Annual hydrant inspection, maintenance and painting

Planned maintenance is scheduled on an electronic spreadsheet stored on the central office computer server. Server files are backed up daily. Planned rehabilitation and renewal programs will be reviewed on an annual basis as capital works are planned for each calendar year by the Manager, Water & Wastewater with the following: Director, Public Works & Environmental Services; Director, Financial Services/Treasurer; Manager, Engineering Services; and Manager, Roads & Fleet.

Scheduled tasks are typically defined by manufacturer's literature when available and revised as needed according to operator experience/observations. Planned maintenance tasks are communicated to the person responsible by issuance of work orders from the Manager, Water & Wastewater ORO or the Water Operator (Leader). Completed work orders are reviewed and signed by the Manager, Water & Wastewater ORO or DWQMS Representative.

If feasible, rehabilitation or replacement of water distribution piping is coordinated with the Town's scheduled wastewater and road resurfacing projects.

Unplanned Maintenance

Unplanned maintenance is conducted as required. All unplanned maintenance activities are authorized by the Manager, Water & Wastewater.

- Service leaks
- Meter repairs
- Emergency hydrant repairs
- Water quality complaints
- General customers inquiries

16. Sampling, Testing and Monitoring

Sampling, testing and monitoring of the treated water produced at the Windsor Utilities Commission (WUC) Water Treatment Plant is conducted by Windsor Utilities Commission Water Operators as required by Ontario Regulation 170/03.

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A competent certified Water Operator for the Town performs all in house sampling. Results are recorded on a weekly log sheet and monitored by Water Operators. Detailed procedures for all tests performed on-site are provided in Standard Operating Procedures (SOP's).

The operators ensure that the water supplied to The Corporation of the Town of Tecumseh Water Distribution System meets the *Safe Drinking Water Act, 2002*. Sampling and testing for The Corporation of the Town of Tecumseh Water Distribution System is limited to the distribution system only as required by Ontario Regulation 170/03.

The results at all boundary meters and the water tower are displayed and recorded on the SCADA system and monitored by the Manager, Water & Wastewater and Water Operators.

Free chlorine will be done in-house. All other regulatory testing is contracted out and performed by an accredited lab chosen by The Corporation of the Town of Tecumseh. Records and logs are kept at the Water Services division office.

Sampling and monitoring Standard Operating Procedures (SOP) are established for operating the water distribution system. Provisions have been made when sampling and monitoring under abnormal circumstances.

Adverse Water Quality Sample

- If the accredited laboratory discovers adverse water quality in a sample, they are obligated to notify Water Services division within 24 hours. All adverse water results prescribed by Schedule 16 of O.Reg.170/03 must be immediately reported by Water Services division to the Medical Officer of Health, Spill Action Centre and the Ministry of the Environment.
- During adverse water quality incidents, maps and drawings are provided to the local health authority whereby direction is given to the Town as to the locations of sampling and monitoring upstream and downstream of the location from which the adverse sample was found.

Power/Communication Loss

- Water Services staff is alerted via telephone in the event of a power/communication loss that affects the SCADA system (refer to Element 11 for call-out procedure during working hours and after working hours)
- The SCADA system is programmed to continue calling the emergency contact list until the alarm is acknowledged

Inclement Weather

- Additional staff and/or equipment will be provided for as needed

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17. Measurement and Recording Equipment Calibration and Maintenance

The portable chlorine analyzers and flow meters are calibrated by contractors according to the manufacturers' specifications or as mandated by legislation. All calibrations are recorded and filed at the Water Services division office.

Contractors used for performing calibrations are identified in the "Essential Supplies and Services List". (See appendix 5 - Essential Supplies and Services List)

18. Emergency Management

The Corporation of the Town of Tecumseh's Water Operators have emergency training and are aware of the location of written procedures to deal with emergencies in the water distribution system. Specific instructions for responding to emergencies, including emergency situations that have the potential to result in acute drinking water health risks, are included in hardcopy in the Water Services division office and electronically in the document control software. Once a year, a training exercise will be conducted to test selected emergency procedures. If present methods should change, or if new employees are brought into the system, semi-annual training will occur on dealing with emergencies. Senior employees or direct supervisors would provide this training. All training is documented and placed in employee training files.

Water Operators are on twenty-four hour call to ensure that a qualified staff member will attend and assess any water emergency.

Emergencies

- Adverse Water Quality
- Water distribution cannot supply fire protection or safe drinking water
- Situations in the water distribution system that has the potential to result in acute drinking water health risks

In the event of an identified emergency the Manager, Water & Wastewater shall be contacted immediately. The Manager, Water & Wastewater is designated to be responsible for overall management, decision-making, and communications at the entail level of emergency.

In the event the Manager, Water & Wastewater ORO is unavailable, the Director of Public Works and Environmental Services shall be contacted and will appoint a temporary ORO.

The Manager, Water & Wastewater will then report all incidents and corrective actions to the Director, Public Works and Environmental Services or designate.

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The Director, Public Works and Environmental Services, in collaboration with the Manager, Water & Wastewater, will advise the Municipal Owners/Operating Authorities of the system.

The Mayor and CAO of The Corporation of the Town of Tecumseh shall only be notified in the event that water cannot be supplied to the Town in sufficient amounts for fire protection, or that water quality poses an acute health risk to customers and a boil water advisory or drinking water advisory must be issued.

The Water Services Emergency Response Plan is an emergency plan consisting of a set of guidelines assembled to assist water staff in emergency response procedures and is intended to facilitate a systematic and coordinated response to a variety of water emergencies or major incidents. The Water Services Emergency Response Plan has been formulated to assign emergency response roles and responsibilities, and to guide immediate and long-term response to incidents adversely affecting the water operations.

In the event of a problem occurring greater than a water emergency the Corporation of the Town of Tecumseh Emergency Response Plan will be implemented. A hardcopy is stored in the Water Services division office and electronically in the document control software.

An extensive emergency contact list is provided within the Water Services Emergency Response Plan. There is a procedure in place to review and update the Water Services Emergency Response Plan on an annual basis.

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19. Internal Audits

Internal audits will be performed in entirety at least every 12 months as legislated, to ensure the DWQMS conforms to the requirements of the DWQMS Operational Plan. These requirements include ensuring that the DWQMS has been effectively implemented and properly maintained.

The Corporation of the Town of Tecumseh will conduct internal audits by trained auditors internally or by a contracted trained auditor chosen by The Corporation of the Town of Tecumseh.

Internal Audits Conducted by Town of Tecumseh Auditors

- The assignment of auditor's and schedules will be the responsibility of the DWQMS Representative
- Internal audits will be conducted by a person who has successfully completed a recognized Internal Auditor workshop
- Internal audits will be scheduled based on the availability and schedules of the participants.
- DWQMS will be audited as per the legislative requirements
- The auditor shall review all related DWQMS documentation
- The auditor shall observe activities, review records, review previous internal and external audit results, and interview personnel as necessary to ensure that the status of the audited Elements of the DWQMS has been effectively covered
- The auditor shall submit completed reports to the DWQMS Representative and the Manager, Water & Wastewater
- The report shall include any corrective actions requests required to address discrepancies
- Responses to corrective action request shall be designated to the responsible individual by the DWQMS Management Review Committee

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20. Management Review

Management Review (Also referred to as the DWQMS Committee) ensures and evaluates the continuing suitability, adequacy and effectiveness of the DWQMS. This process reviews the effectiveness of the DWQMS by the Management Review Committee

Review Participants

Management Reviews shall be conducted during a meeting of the Management Review Committee that is comprised of the following:

- Chief Administrative Officer (CAO)
- The Director of Public Works & Environmental Services
- The Manager, Water and Wastewater /ORO
- The meeting is chaired by DWQMS Representative

The DWQMS Rep will communicate the meeting minutes to all management Review Committee members.

Review Frequency

Management Reviews shall be conducted after the internal audit has been completed and submitted to the DWQMS Representative by the Internal Auditor. The Management Review shall be with in a 12 month frequency. A minimum of four hours shall be set aside by the participants to ensure a thorough review of the DWQMS is conducted.

Review Input

The DWQMS Representative and/or Manager, Water & Wastewater shall provide information and data concerning the following categories for the review if requested:

- Incidents of regulatory non-compliance
- Incidents of adverse drinking water tests
- Deviations from Critical Control Point limits and response actions
- The efficiency of the risk assessment process
- Results of internal and 3rd party audits
- Results of relevant emergency response testing
- Operational performance and water quality trends
- Follow-up on action items from previous Management Reviews
- Status of management action items (if any) identified between reviews
- Changes in resource requirements, infrastructure, process, personnel, the DWQMS or regulations that could affect the DWQMS
- Consumer feedback

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- The resources needed to maintain the DWQMS
- The results of the infrastructure review
- Operational Plan, content, updates and staff suggestions

Review Process

The Management Review Committee shall review and discuss all information presented.

The Committee shall make recommendations and initiate an action plan, including the person(s) responsible for delivering the action items and the proposed timelines, to improve the content and implementation of the Operational Plan and related procedures, and to ensure the provision of adequate resources.

The DWQMS Representative shall be responsible for communication and implementation of the Management Review findings.

21. Continual Improvements


The Corporation of the Town of Tecumseh shall strive to continually improve the effectiveness of its DWQMS with corrective actions from the annual audits, staff suggestions and management reviews.

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Appendixes

Appendix 1 - Commitment and Endorsement

The endorsement of the Water Services Operational Plan by Municipal Owner/Operating Authority (The Corporation of the Town of Tecumseh, Municipal Council) report, submitted by Manager, Water & Wastewater /ORO will be added to this Appendix 1 when formerly approved

	
THE CORPORATION OF THE TOWN OF TECUMSEH	
Public Works & Environmental Services Report No. 10/17	
TO:	Mayor and Members of Council
FROM:	Denis Berthiaume, ORO, Manager, Water & Wastewater
DATE OF REPORT:	February 16, 2017
DATE TO COUNCIL:	February 28, 2017
SUBJECT:	Drinking Water Quality Management System Operational Plan Version 7

RECOMMENDATIONS

It is recommended that:

1. The Drinking Water Quality Management System Operational Plan Version 7 be endorsed and committed to.

BACKGROUND

Following the results of the Walkerton Inquiry in 2002, a key recommendation by Justice O'Connor was for municipalities across Ontario to develop and implement a Drinking Water Quality Management Standard (DWQMS), similar to management systems from the International Standards Organizations (ISO). Council adopted its DWQMS Operational Plan Version 6 at its meeting held February 23, 2016 (Motion: RCM-90/16).

The Drinking Water Quality Management System Operational Plan Version 6 has been updated to Version 7 as mandated by O.Reg 188/07, which issues directions governing the preparation and content of operational plans for municipal drinking water systems.

COMMENTS

The adoption of quality management systems is not new to the drinking water community in Ontario; however, the requirement to implement the DWQMS is now mandated through the Safe Drinking Water Act, 2002 (SDWA) O. Reg. 188/07 – Licensing of Municipal Drinking - Water Systems.

The SDWA requires owners/operators of municipal residential drinking water systems to have an accredited operating authority. In order to become accredited, an operating authority must establish and maintain a quality management system (QMS). Minimum requirements for the QMS are specified in the SDWA. Operating authorities must be accredited by a third-party accreditation body.

The DWQMS provides minimum requirements for an owners/operators authority to document a QMS in an operational plan for each system that it operates, which must be accepted by the Ministry of the

Drinking Water Quality Management System Water Services Operational Plan Version 7

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Environment and Climate Change (MOECC). The Corporation of the Town of Tecumseh is responsible for the Water Distribution Subsystem Class 2 as designated by the MOECC.

The DWQMS is based on a PLAN, DO, CHECK and IMPROVE methodology which is similar to that found in some international standards. PLAN requirements of the standard typically specify policies and procedures that must be documented in the operational plans for the drinking water system, while DO requirements specify that the policies and procedures must be implemented. CHECK and IMPROVE requirements of the standard are reflected in the requirements to conduct internal audits and management reviews.

Version 6 of the Operational Plan was submitted to the DWQMS Committee and approved. Updates to the new Operational Plan reflect changes due to:

- Legislative and regulatory changes
- Management Review Committee recommendations as per internal audits
- Corrective Action Records (CAR's) issued by the NSF (Town's auditing firm)
- The Corporation of the Town of Tecumseh administrative and/or internal policy changes

It is therefore recommended that Council commit to and endorse the Drinking Water Quality Management System Operational Plan Version 7.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

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COMMUNICATIONS

Not applicable ☐

Website ☒ Social Media ☐ News Release ☐ Local Newspaper ☐

TO BE ADOPTED BY COUNCIL AT RCM 28FEB2017

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This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Reviewed by:

Brad Dupuis
DWQMS Representative

Denis Berthiaume, ORO
Manager Water & Wastewater

Reviewed by:

Recommended by:

Dan Piescic, P.Eng.
Director Public Works & Environmental
Services

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments:

1. Drinking Water Quality Management System Operational Plan Version 7

Drinking Water Quality Management System
 Water Services Operational Plan Version 7

Appendix 2 – Drinking Water System

Table # 1:

Watermain Material Type and Length in Tecumseh Water Distribution System

Watermain Material, Size & Length in Meters	
<i>Cast Iron Watermain - 20,284 Meters</i>	
<ul style="list-style-type: none"> 100mm Pipe = 207 Meters 150mm Pipe = 19,115 Meters 200mm Pipe = 90 Meters 	<ul style="list-style-type: none"> 250mm Pipe = 506 Meters 400mm Pipe = 366 Meters
<i>Concrete Watermain - 2,892.00 Meters</i>	
<ul style="list-style-type: none"> 250mm Pipe = 2.0 Meters 400mm Pipe = 2890 Meters 	
<i>Ductile Iron Watermain - 25,323.00 Meters</i>	
<ul style="list-style-type: none"> 150mm Pipe = 10,803 Meters 200mm Pipe = 10,210 Meters 250mm Pipe = 964 Meters 	<ul style="list-style-type: none"> 300mm Pipe = 996 Meters 400mm Pipe = 2,350 Meters
<i>PolyVinylChloride (PVC)Watermain -169,597 Meters</i>	
<ul style="list-style-type: none"> 50mm Pipe = 441 Meters 100mm Pipe = 1,208 Meters 150mm Pipe = 59,337 Meters 200mm Pipe = 66,263 Meters 	<ul style="list-style-type: none"> 250mm Pipe = 13,989 Meters 300mm Pipe = 18,911 Meters 400mm Pipe = 7,060 Meters 600mm Pipe = 2,388 Meters
<i>Polyethylene Watermain - 317.00 Meters</i>	
<ul style="list-style-type: none"> 50mm Pipe = 262 Meters 250mm Pipe = 55 Meters 	
Total Length of Watermain - 218,413 Meters	

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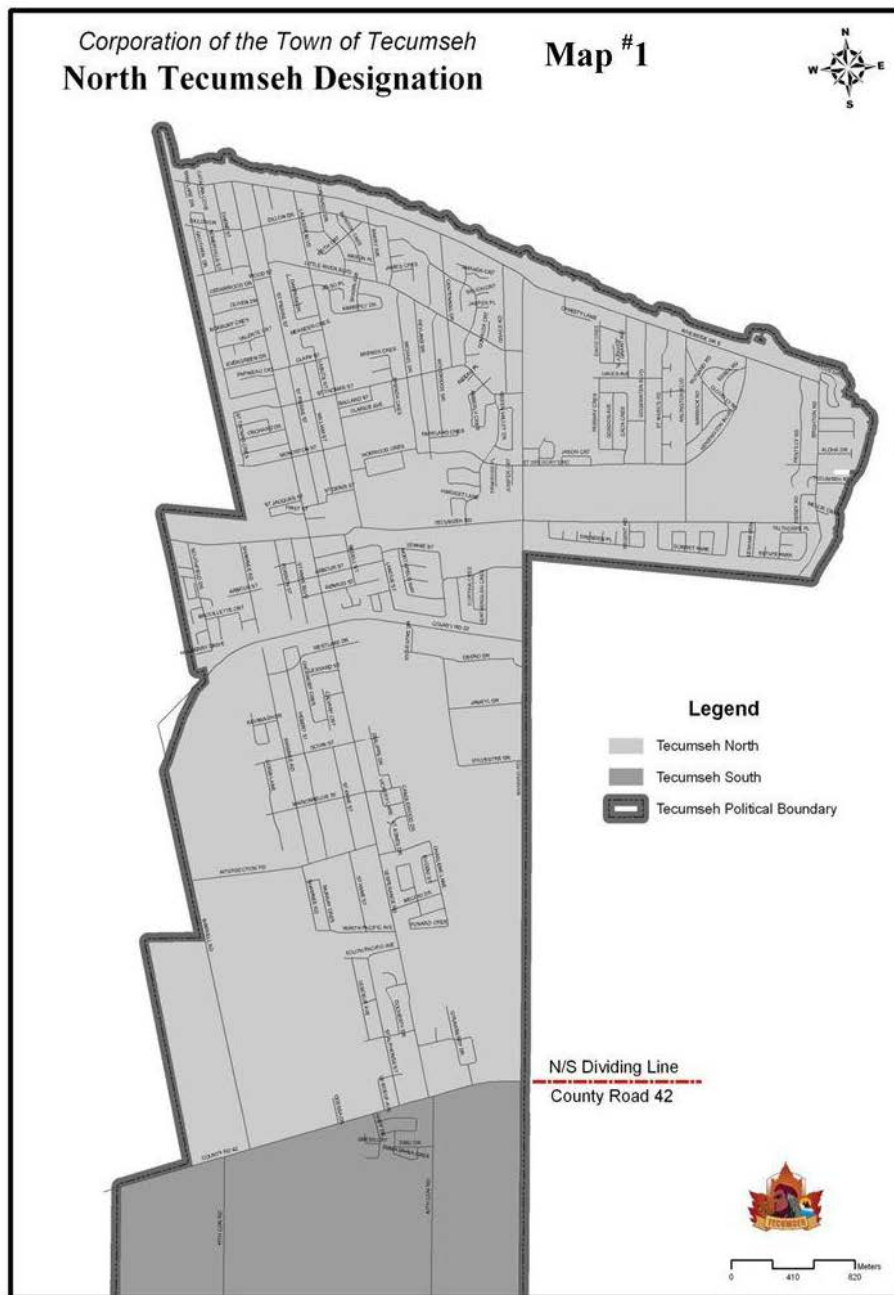
The north distribution system is currently supplied from the Windsor Water System through the following metering connection:

- 400 mm diameter feedermain on Dillon Drive
- 300 mm diameter feedermain on McNorton Street
- 400 mm diameter feedermain on Tecumseh Road
- 600 mm diameter feedermain on County Road 22
- 600 mm diameter feedermain on County Road 42
- (future) 600 mm diameter feedermain on Intersection Road

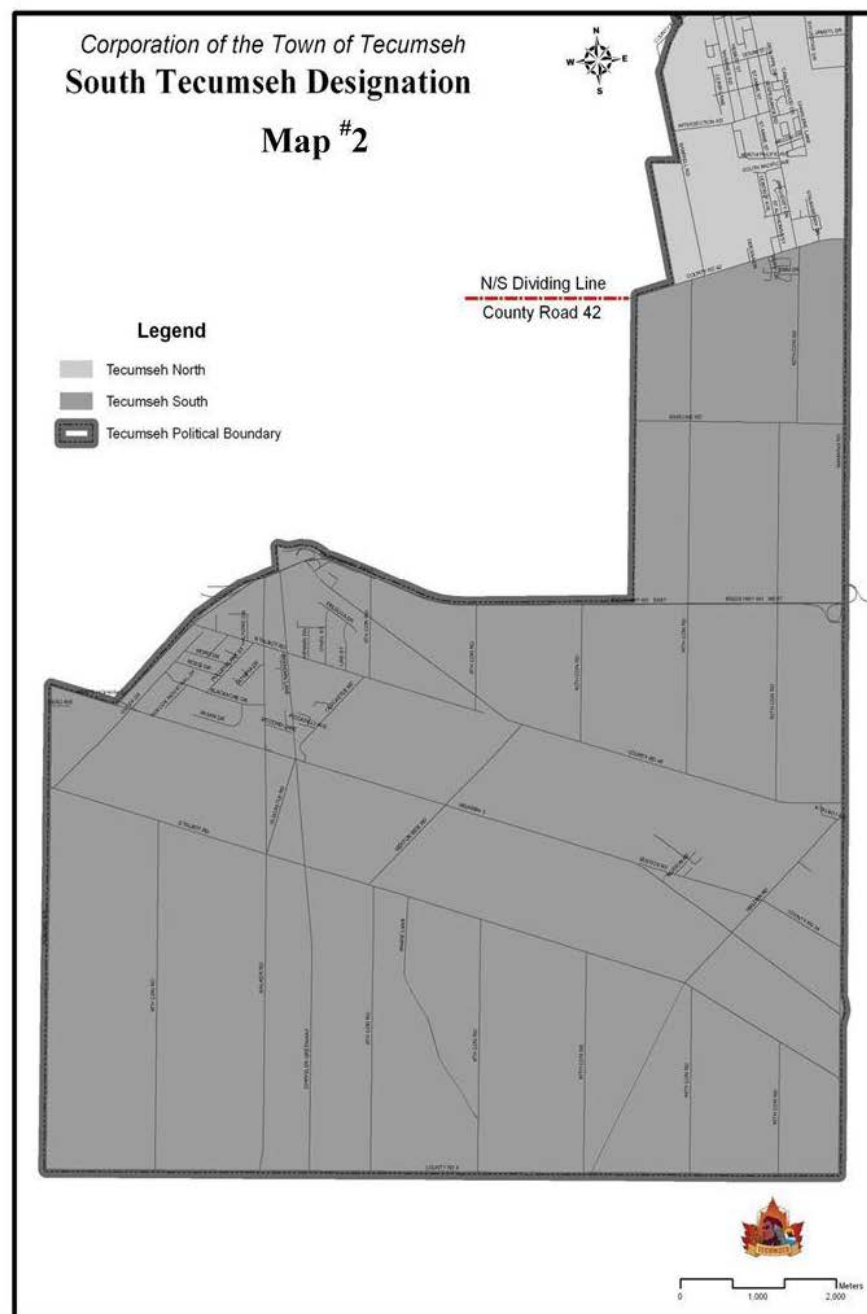
The south distribution system is currently supplied from the Windsor Water System through the following connections:

- 200 mm diameter feedermain on Baseline Road
- 200 mm diameter feedermain on 8th Concession Road
- 600 mm diameter feedermain on County Road 46
- 300 mm diameter feedermain on Walker Road
- 300 mm diameter feedermain on North Talbot Road
- 200 mm diameter feedermain on Talbot Road

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Completing the Hazard Analysis and Critical Control Worksheet Procedure:

Appendix 3 – Risk Assessment (Comprehensive Risk Assessment done February 17, 2017)

The DWQMS Representative shall ensure that relevant information is circulated to all members of the Risk Assessment Team.

The Risk Assessment Team is to identify:

- The potential hazards and hazardous events which could affect the water system
- The control measures to address the hazards
- The Critical Control Points and control limits
- The associated methods of monitoring critical limits and responding to deviations

The Hazard Analysis & Critical Control Point (CCP) Work Sheet is used to record the results of the risk assessment.

- A. **Getting Started:** Start by using the distribution infrastructure maps and follow the flow and process of receiving and delivering of clean drinking water to the customer
- B. **Activity or Process Step:** This column refers to specific areas within a particular process step (pumps, tower, distribution system, etc.)
- C. **Description of Hazard:** This column refers to an incident or situation that can lead to the presence of a hazard. Hazards and Hazardous events can result from natural or technological causes, or from human activities
- D. **Potential Result of Hazard:** This column refers to the source of danger or a property that may cause drinking water to be unsafe for human consumption. *Biological, Chemical, Physical and Radiological*. A description of each hazard is outline in (Table 1)
- E. **Comments:** This column refers to any additional information that will help in the description of the hazard or identification
- F. **Available Monitoring & Control Measures:** This column refers to any monitoring and control measures in place or need to be identified as a need to be put in place. Control measures must be addressed for all potential hazards and hazardous events, regardless of whether they are CCP's or not. This may include monitoring, preventive measures, regular inspection, back-up equipment, written standard operating procedures etc.

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- G. **Emergency Procedures or Contingency Plan:** This column identifies any emergency procedure or contingency plan in place to deal with the hazards identified
- H. **Likelihood, Consequence, Detectability and Total:** These columns refer to the ranking criteria identified in (Tables 2, 3, 4, 5.)
- I. **Critical Control Point (CCP):** Identifies if the total value of the columns, and determines if the value are above or below the set threshold
- J. **Control Procedure:** This column is where you apply some sort of control, to prevent or eliminate a drinking water health hazard or to reduce the health hazard to an acceptable level
 - Hazards identified as CCP's or Recommended Minimum CCP's require controlled measures, which are documented in procedures or work instructions.

Controlled Measures include:

- Work Instructions
- Monitoring, reporting and recording requirements
- Support information
- Response for a deviation from critical control point
- Recovery procedures if necessary
- Equipment reliability and redundancies

Determining the Level of Risk for each Hazard

- A. Using the Ranking criteria set out at the bottom of each work sheet estimate the level of risk for each hazard
- B. Using the criteria set out at the bottom of the work sheet assign a value to each ***Likelihood, Consequence and Detectability***
- C. Once the value for each is assigned, add the three values together ***A+B+C=Total***
- D. The ***Total*** will be ranked as per the criteria in the "***Total Analysis***" table found at the bottom of the work sheet
- E. If the Total is in the High or Very High range as a hazard, it will require a Critical Control Point procedure

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Table 1- Hazards

Biological Hazards	Biological pathogens are usually considered the most significant drinking water health risk because the effects are acute; Waterborne biological hazards include bacterial, viral and parasitic organisms. These organisms are commonly associated with faecal wastes from humans and other animals, and some can occur naturally in the environment.
Chemical Hazards	Chemical hazards in drinking water may come from a source or occur in the treatment and distribution system. They include but are not limited to: toxic spills, naturally occurring minerals, heavy metals, dissolved gases (e.g. radon), pesticides, fertilizers, endocrine disruptors, personal care products and pharmaceutical residuals, cyanotoxins, flocculants, coagulants, lubricants, copper, iron, zinc, and lead from pipes and fittings.
Physical Hazards	Sediments are the most common physical hazard associated with drinking water and are of concern as they may carry with them microbiological hazards and interfere with disinfection system efficiency. Other physical hazards include biofilms, pipe materials etc.
Radiological Hazards	Radiological hazards may arise from man-made or natural sources, with naturally occurring chemicals (uranium, radon, etc.) most frequently found in groundwater.

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Table 2 – Likelihood

Description	Likelihood of Hazardous Event Occurring	Rating
Rare	May occur in exceptional circumstances, and has not occurred in past.	1
Unlikely	Could occur at some time, historically has occurred less than once every five or 10 years.	2
Possible	Has occurred or may occur once or more per year.	3
Likely	Has occurred or may occur on a monthly to quarterly basis.	4
Very Likely	One or more occurrences on a monthly or more frequent basis.	5

Table 3- Consequence

Description	Consequence of Hazardous Event Occurring	Rating
Insignificant	Insignificant impact, little public exposure, little or no health risk.	1
Minor	Limited public exposure, minor health risk.	2
Moderate	Minor public exposure, health impact on small part of the population.	3
Major	Large part of population at risk.	4
Catastrophic	Major impact for large part of the population, complete failure of systems.	5

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Table 4 – Detectability

Description	Detectability of Hazardous Event	Rating
Very Detectable	Easy to detect, on-line monitoring through SCADA.	1
Moderately Detectable	Moderately detectable, alarm present but not in SCADA, may require operator to walk by and notice alarm; problem is indicated promptly by in-house lab test results.	2
Normally Detectable	Normally detectable, visually detectable on rounds or through regular maintenance.	3
Unlikely Detectable	Unlikely detectable, visually detectable but not inspected on a regular basis; not normally detected before problem becomes evident; lab tests are not done on a regular basis (e.g. quarterly).	4
Undetectable	Cannot be detected.	5

Table 5- Risk Analysis (Total)

Likelihood + Consequence+ Detectability	(Total) Risk Category
3 to 5	Low
6 to 7	Moderate
8 to 11	High
12 to 15	Very High

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Appendix 4 –Risk Assessment Outcomes

The control points generally meet the characteristics of an ideal critical control point as they typically are:

- Able to prevent, eliminate or reduce hazards,
- Monitored, preferably in real time,
- Able to have determined control limits, and,
- Essential to ensure the safety of the drinking-water

These control points also provide important barriers in the multiple barrier process to ensure that pathogens that could be present in the water are effectively inactivated and/or removed, and that secondary disinfection is maintained in the distribution system.

Definitions of the abbreviations found in the Hazard Analysis & Critical Control Point Work Sheet:

- **SOP**- Standard Operating Procedures
- **CCP** – Critical Control Point
- **MOE**- Ministry of Environment
- **MOH**- Medical Officer of Health
- **SAC**- Spills Action Centre (*a division of MOE Emergency Management*)
- **WUCTP**- Windsor Utilities Commission Water Treatment Plant
- **Cl₂** – Chlorine
- **SCADA**- Supervisory Control and Data Acquisition

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Risk Assessment - Hazard Analysis & Critical Control Points

Work Sheet No # 1- Contamination of Source Water.....	page 49
Work Sheet No # 2- Vandalism / Tampering of water tower.....	page 50
Work Sheet No # 3- Biofilm and Sediment buildup.....	page 51
Work Sheet No # 4- Terrorism.....	page 52
Work Sheet No # 5- CN freight trains on VIA tracks.....	page 53
Work Sheet No # 6- Power failure.....	page 54
Work Sheet No # 7- Loss of Communication / Control.....	page 55
Work Sheet No # 8- Watermain breaks within the distribution system.....	page 56
Work Sheet No # 9- Loss of chlorine residual (secondary disinfection).....	page 57
Work Sheet No # 10- Commissioning new water mains causing contamination.....	page 58
Work Sheet No # 11- Loss of pressure do to watermain break.....	page 59
Work Sheet No # 12- Bacteriological test failure.....	page 60
Work Sheet No # 13- Failure of Backflow Prevention Device.....	page 61
Work Sheet No # 14- Adverse drinking water lead results.....	page 62
Work Sheet No # 15- Strike / Lock-out.....	page 63
Work Sheet No # 16- Loss of pressure do to major fire.....	page 64
Work Sheet No # 17- Loss of system pressure.....	page 65
Work Sheet No # 18- Staff shortage due to illness / pandemic.....	page 66

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Hazard Analysis & Critical Control Points

Work Sheet No# 1

Activity or Process Step:		
<ul style="list-style-type: none"> Source Water (Windsor Utilities Commission) 		
Description of Hazard:		
<ul style="list-style-type: none"> Contamination of Source Water 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Physical Biological Chemical 		
Comments:		
<ul style="list-style-type: none"> No Control 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Weekly sampling throughout distribution system as per mandatory under O.Reg.170/03 On-line monitoring at (WUCTP) 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Procedure for contamination of water mains SOP Contacting MOE, MOH & SAC Communication with the (WUCTP) Conducting all sampling and testing as necessary or directed at points in the distribution system under the direction of the MOH 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		RANKING
		1
		4
		2
		Total = 7 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less than the CCP threshold 		

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Work Sheet No# 2

Activity or Process Step:		
<ul style="list-style-type: none"> Water Tower/ Storage 		
Description of Hazard:		
<ul style="list-style-type: none"> Vandalism/ Tampering 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Chemical Damage to equipment 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Security fence locked and gated Alarm system with SCADA Security Cameras 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Contact Emergency Services, MOH, MOE & SAC Communicate drinking water advisory issued by MOH Sample water quality and take tower offline until two consecutive sample are negative within 48hrs Conduct sampling microbiological & Cl₂ residual Contact WUCTP about closer of water tower 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		Consequence
[C] DETECTABILITY 1 to 5		Detectability
[A] + [B] + [C] = Total		(High Risk CCP Threshold = 8)
		RANKING
		1
		4
		1
		Total= 6 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

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Work Sheet No# 3

Activity or Process Step:		
<ul style="list-style-type: none"> Water Tower/ Storage 		
Description of Hazard:		
<ul style="list-style-type: none"> Biofilm and sediment buildup 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Contamination 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Inspection of tower 5 years as prescribed AWWA standards or per legislation Monitoring water levels Sampling testing of chlorine residuals weekly 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Cleaning tower using a qualified contractor 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 $[A] + [B] + [C] = Total$	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		Total= 5 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

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Work Sheet No# 4

Activity or Process Step:		
<ul style="list-style-type: none"> Water Tower/ Storage 		
Description of Hazard:		
<ul style="list-style-type: none"> Terrorism 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Chemical Damage to equipment 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Security fence locked and gated Alarm system with SCADA Security Cameras 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Contact Emergency Services, MOH, MOE & SAC Communicate drinking water advisory issued by MOH Sample water quality and take tower offline until two consecutive sample are negative within 48hrs) Conduct sampling microbiological & Cl₂ residual Contact WUCTP about closer of water tower 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		1
[C] DETECTABILITY 1 to 5		Consequence
[A] + [B] + [C] = Total		5
		Detectability
		2
		(High Risk CCP Threshold = 8)
		Total= 8 (CCP = Yes)
Control Procedure		
<ul style="list-style-type: none"> There is a need for control procedures because the Risk Analysis Ranking value is equal to the CCP threshold ✓ Town of Tecumseh Water Services Emergency Response Plan procedures 		

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Work Sheet No# 5

Activity or Process Step:		
<ul style="list-style-type: none"> Water Tower/ Storage 		
Description of Hazard:		
<ul style="list-style-type: none"> CN is now running freight trains on VIA tracks. 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Physical Chemical Biological Contamination 		
Comments:		
<ul style="list-style-type: none"> No Control 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Alarm system with SCADA On-line monitoring at (WUCTP) Security Cameras Passenger & Freight trains limited to max speed of 50mph zone 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Contact Emergency Services, MOH, MOE & SAC Communicate drinking water advisory issued by MOH Sample water quality and take tower offline until two consecutive sample are negative within 48hrs Conduct sampling microbiological & Cl₂ residual Contact WUCTP about closer of water tower 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		1
[C] DETECTABILITY 1 to 5		Consequence
[A] + [B] + [C] = Total		3
		Detectability
		1
		(High Risk CCP Threshold = 8)
		Total= 5 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

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Work Sheet No# 6

Activity or Process Step:		
<ul style="list-style-type: none"> Control Systems 		
Description of Hazard:		
<ul style="list-style-type: none"> Power failure 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Loss of SCADA network 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> UPS battery backup at monitoring stations UPS battery backup on server System alarmed Backup generator for server Regular scheduled working days SCADA system checks 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Data is backup daily onto main server 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		Total= 4 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less than the CCP threshold 		

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Work Sheet No# 7

Activity or Process Step: <ul style="list-style-type: none"> Control of System 										
Description of Hazard: <ul style="list-style-type: none"> Loss of Communications/Control 										
Potential Results of Hazard: <ul style="list-style-type: none"> Failure of business telephone lines Failure of local telephone provider's circuit connections, radio signals, and Ethernet connections Failure of cellular telephones 										
Comments: <ul style="list-style-type: none"> Refer to the Failure of Control Systems section of The Corporation of the Town of Tecumseh Water Services Emergency Response Plan 										
Available Monitoring & Control Measures: <ul style="list-style-type: none"> The response procedure for long-term failure of control systems and communication networks is detailed in the Failure of Control Systems section of The Corporation of the Town of Tecumseh Water Services Emergency Response Plan 										
Emergency Procedure or Contingency Plan: <ul style="list-style-type: none"> Follow the response procedure for long-term failure of control systems and communication networks in The Corporation of the Town of Tecumseh Water Services Emergency Response Plan 										
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left; padding: 5px;">Risk Analysis Ranking</th> <th style="text-align: left; padding: 5px;">RISK ANALYSIS</th> <th style="text-align: left; padding: 5px;">RANKING</th> </tr> </thead> <tbody> <tr> <td style="width: 30%; padding: 5px; vertical-align: top;"> [A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total </td> <td style="width: 30%; padding: 5px; vertical-align: top;"> 3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH </td> <td style="width: 30%; padding: 5px; vertical-align: top;"> Likelihood Consequence Detectability (High Risk CCP Threshold = 8) </td> <td style="width: 10%; padding: 5px; vertical-align: top;"> 2 5 1 Total= 8 (CCP = Yes) </td> </tr> </tbody> </table>			Risk Analysis Ranking		RISK ANALYSIS	RANKING	[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood Consequence Detectability (High Risk CCP Threshold = 8)	2 5 1 Total= 8 (CCP = Yes)
Risk Analysis Ranking		RISK ANALYSIS	RANKING							
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood Consequence Detectability (High Risk CCP Threshold = 8)	2 5 1 Total= 8 (CCP = Yes)							
Control Procedure <ul style="list-style-type: none"> There is a need for control procedures because the Risk Analysis Ranking value is equal to the CCP threshold <div style="margin-left: 20px;">✓ Town of Tecumseh Water Services Emergency Response Plan procedures</div> 										

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Work Sheet No# 8

Activity or Process Step: <ul style="list-style-type: none"> Distribution 																
Description of Hazard: <ul style="list-style-type: none"> Water main breaks within the distribution system 																
Potential Results of Hazard: <div style="display: flex; justify-content: space-between; margin-left: 20px;"> <ul style="list-style-type: none"> Physical Biological Chemical <ul style="list-style-type: none"> Quantity Quality </div>																
Comments: <ul style="list-style-type: none"> No elevated distribution system; Tecumseh tower and continuously pumping from WUCTP needed 																
Available Monitoring & Control Measures: <ul style="list-style-type: none"> Customer complaints; low pressure or visual inspection General inspection of distribution system Controlling valves, looping and replacing water main SCADA alarm system 																
Emergency Procedure or Contingency Plan: <ul style="list-style-type: none"> Customer complaints; low pressure or visual inspection General inspection of distribution system Controlling valves, looping and replacing water main 																
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 35%;">Risk Analysis Ranking</th> <th style="width: 30%;">RISK ANALYSIS</th> <th style="width: 35%;">RANKING</th> </tr> <tr> <td rowspan="5" style="vertical-align: top; padding: 5px;"> [A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total </td> <td style="text-align: center; padding: 5px;">3 to 5 = LOW</td> <td style="text-align: center; padding: 5px;">4</td> </tr> <tr> <td style="text-align: center; padding: 5px;">6 to 8 = MODERATE</td> <td style="text-align: center; padding: 5px;">2</td> </tr> <tr> <td style="text-align: center; padding: 5px;">9 to 11 = HIGH</td> <td style="text-align: center; padding: 5px;">3</td> </tr> <tr> <td style="text-align: center; padding: 5px;">12 to 15 = VERY HIGH</td> <td style="text-align: center; padding: 5px;">Total= 9 (CCP = Yes)</td> </tr> <tr> <td style="text-align: center; padding: 5px;">(High Risk CCP Threshold = 8)</td> <td></td> </tr> </table>			Risk Analysis Ranking	RISK ANALYSIS	RANKING	[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW	4	6 to 8 = MODERATE	2	9 to 11 = HIGH	3	12 to 15 = VERY HIGH	Total= 9 (CCP = Yes)	(High Risk CCP Threshold = 8)	
Risk Analysis Ranking	RISK ANALYSIS	RANKING														
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW	4														
	6 to 8 = MODERATE	2														
	9 to 11 = HIGH	3														
	12 to 15 = VERY HIGH	Total= 9 (CCP = Yes)														
	(High Risk CCP Threshold = 8)															
Control Procedure <ul style="list-style-type: none"> There is a need for control procedures because the Risk Analysis Ranking value is greater than the CCP threshold. <ul style="list-style-type: none"> ✓ Watermain repair and disinfection procedures ✓ SOP Categories' 1-2 for watermain repair 																

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Work Sheet No# 9

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Loss of chlorine residual (secondary disinfection) 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological 		
Comments:		
<ul style="list-style-type: none"> Legislated under O.Reg. 170/03 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Weekly monitoring chlorine residuals throughout the distribution system 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Flush effected area to increase Cl_2 residual Follow corrective actions required by O.Reg. 170/03. Resample and follow corrective action as per SOP 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 $[A] + [B] + [C] = Total$	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		RANKING
		2
		3
		3
		Total= 8 (CCP = Yes)
Control Procedure		
<ul style="list-style-type: none"> There is a need for control procedures because the Risk Analysis Ranking value is greater than the CCP threshold. <ul style="list-style-type: none"> ✓ Requirements for corrective action under O.Reg. 170/03 ✓ Follow SOP for low chlorine residual 		

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Work Sheet No# 10

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Commissioning new water mains causing contamination 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Chemical 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Follow SOP's as per commissioning new watermain Check Cl₂ residuals Take microbiological testing 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Follow corrective action as per O.Reg. 170/03 If necessary communicate issuance of boil water after consultation with MOH 		
Risk Analysis Ranking		
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	<i>RISK ANALYSIS</i>
[B] CONSEQUENCE 1 to 5		Likelihood
[C] DETECTABILITY 1 to 5		Consequence
[A] + [B] + [C] = Total		Detectability
		(High Risk CCP Threshold = 8)
		RANKING
		1
		2
		1
		Total= 4 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

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Work Sheet No# 11

Activity or Process Step:			
<ul style="list-style-type: none"> Distribution 			
Description of Hazard:			
<ul style="list-style-type: none"> Loss of pressure do to water main break 			
Potential Results of Hazard:			
<ul style="list-style-type: none"> Biological Chemical 		<ul style="list-style-type: none"> Physical Low pressure back-siphoning 	
Comments:			
<ul style="list-style-type: none"> None 			
Available Monitoring & Control Measures:			
<ul style="list-style-type: none"> Consumer complaints Pressure gauges on boundary meters and tower monitored and alarmed by SCADA Backflow prevention 			
Emergency Procedure or Contingency Plan:			
<ul style="list-style-type: none"> Check pressures in effected area If necessary discuss with MOH and MOE/SAC If necessary issue boil water advisory with consultation of MOH as per SOP Restore pressure and chlorine residuals and conduct testing and sampling in effected area Notify (WUCTP) of low pressure alarms 			
Risk Analysis Ranking		RISK ANALYSIS	RANKING
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11= HIGH 12 to 15 = VERY HIGH	Likelihood	3
[B] CONSEQUENCE 1 to 5		Consequence	2
[C] DETECTABILITY 1 to 5		Detectability	1
[A] + [B] + [C] = Total		(High Risk CCP Threshold = 8)	Total= 6 (CCP = No)
Control Procedure			
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 			

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Work Sheet No# 12

Activity or Process Step: <ul style="list-style-type: none"> Distribution 										
Description of Hazard: <ul style="list-style-type: none"> Bacteriological test failure 										
Potential Results of Hazard: <ul style="list-style-type: none"> Biological 										
Comments: <ul style="list-style-type: none"> Legislated under O.Reg. 170/03 										
Available Monitoring & Control Measures: <ul style="list-style-type: none"> Weekly monitoring bacteriological testing throughout the distribution system 										
Emergency Procedure or Contingency Plan: <ul style="list-style-type: none"> Contact MOH, MOE & SAC Communicate drinking water advisory issued by MOH Sample water quality and take tower offline until two consecutive sample are negative within 48hrs Flush effected area to increase Cl₂ residual Follow corrective actions required by O.Reg. 170/03. Resample and follow corrective action as per SOP 										
Risk Analysis Ranking		RISK ANALYSIS								
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Likelihood</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">Consequence</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">Detectability</td> <td style="text-align: center;">2</td> </tr> <tr> <td style="text-align: center;">(High Risk CCP Threshold = 8)</td> <td style="text-align: center;">Total= 8 (CCP = Yes)</td> </tr> </table>	Likelihood	3	Consequence	3	Detectability	2	(High Risk CCP Threshold = 8)	Total= 8 (CCP = Yes)
Likelihood	3									
Consequence	3									
Detectability	2									
(High Risk CCP Threshold = 8)	Total= 8 (CCP = Yes)									
Control Procedure <ul style="list-style-type: none"> There is a need for control procedures because the Risk Analysis Ranking value is greater the CCP threshold <ul style="list-style-type: none"> ✓ Requirements for corrective action under O.Reg.170/03 										

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Work Sheet No# 13

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Failure of Backflow Prevention Device 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Chemical 		
Comments:		
<ul style="list-style-type: none"> Backflow preventers on all connections of concern 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Visual on- site inspection 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> If backflow is suspected, report to MOH and MOE, SAC Isolate area. Flush the system and sample as needed. Re-pressurize system 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		1
[C] DETECTABILITY 1 to 5		Consequence
[A] + [B] + [C] = Total		4
		Detectability
		2
		(High Risk CCP Threshold = 8)
		Total= 7 (CCP = No)
Control Procedure		
There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold		

Drinking Water Quality Management System
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Work Sheet No# 14

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Adverse drinking water lead results 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Biological Chemical Positive lead sample from testing 		
Comments:		
<ul style="list-style-type: none"> Will follow legislations and Regulations as mandated by the MOE 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Lead Testing Procedure, SOP-005 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> O.Reg. 170/03 mandating every water system in Ontario to test for lead in the drinking water 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		Total= 5 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

Drinking Water Quality Management System
Water Services Operational Plan Version 7

Work Sheet No# 15

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Strike/Lock-out 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Delay in Daily Water Operator Activities Maintain fire protection Maintain reliable and safe drinking water to customers 		
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Collective Agreements for both outside and inside workers 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> The ORO has a Class III Water Distribution Operators License The ORO has the required competencies to maintain the water distribution system Contact other companies with license water operators to assist 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		Consequence
[C] DETECTABILITY 1 to 5		Detectability
[A] + [B] + [C] = Total		(High Risk CCP Threshold = 8)
		RANKING
		Total= 3 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

Drinking Water Quality Management System
 Water Services Operational Plan Version 7

Work Sheet No# 16

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Loss of pressure do to major fire 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Physical Chemical 	<ul style="list-style-type: none"> Low pressure back-siphoning Biological 	
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Notification from the fire department Consumer complaints Pressure gauges on boundary meters and tower monitored and alarmed by SCADA Backflow prevention 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Check pressures in effected area If necessary discuss with MOH and MOE/SAC If necessary issue boil water advisory with consultation of MOH as per SOP Restore pressure and chlorine residuals and conduct testing and sampling in effected area Notify (WUCTP) of low pressure alarms 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
[B] CONSEQUENCE 1 to 5		Consequence
[C] DETECTABILITY 1 to 5		Detectability
[A] + [B] + [C] = Total		(High Risk CCP Threshold = 8)
		RANKING
		1
		2
		1
		Total= 4 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking valve is less the CCP threshold 		

Drinking Water Quality Management System
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Work Sheet No# 17

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Loss of system pressure 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Physical Chemical 	<ul style="list-style-type: none"> Low pressure back-siphoning Biological 	
Comments:		
<ul style="list-style-type: none"> None 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Consumer complaints Pressure gauges on boundary meters and tower monitored and alarmed by SCADA Backflow prevention 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Check pressures in effected area If necessary discuss with MOH and MOE/SAC If necessary issue boil water advisory with consultation of MOH as per SOP Restore pressure and chlorine residuals and conduct testing and sampling in effected area Notify (WUCTP) of low pressure alarms 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		RANKING
		1
		2
		1
		Total= 4 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

Drinking Water Quality Management System
 Water Services Operational Plan Version 7

Work Sheet No# 18

Activity or Process Step:		
<ul style="list-style-type: none"> Distribution 		
Description of Hazard:		
<ul style="list-style-type: none"> Staff shortage due to Illness /Pandemic 		
Potential Results of Hazard:		
<ul style="list-style-type: none"> Physical Chemical 	<ul style="list-style-type: none"> Low pressure back-siphoning Biological 	
Comments:		
<ul style="list-style-type: none"> No Control 		
Available Monitoring & Control Measures:		
<ul style="list-style-type: none"> Attendance/medical records MOH health advisory's Town's Wellness Committee 		
Emergency Procedure or Contingency Plan:		
<ul style="list-style-type: none"> Having the proper amount of Water Operators The ORO has a Class III Water Distribution Operators License The ORO has the required competencies to maintain the water distribution system. Town of Tecumseh Water Services Emergency Response Plan Will contract outside license water operators to assist the ORO if necessary 		
Risk Analysis Ranking		RISK ANALYSIS
[A] LIKELIHOOD 1 to 5 [B] CONSEQUENCE 1 to 5 [C] DETECTABILITY 1 to 5 [A] + [B] + [C] = Total	3 to 5 = LOW 6 to 8 = MODERATE 9 to 11 = HIGH 12 to 15 = VERY HIGH	Likelihood
		Consequence
		Detectability
		(High Risk CCP Threshold = 8)
		RANKING
		1
		4
		1
		Total= 6 (CCP = No)
Control Procedure		
<ul style="list-style-type: none"> There is no need for control procedures because the Risk Analysis Ranking value is less the CCP threshold 		

Drinking Water Quality Management System
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Appendix 5 – Essential Supplies and Services

A list of supplies and services has been developed and is provided below. The list includes suppliers / service providers for each essential supply and service. A secondary source is also listed for each supply and service to ensure supplies and services are available as needed. This list is reviewed by the Manager, Water and Wastewater to ensure that it is current and up-to-date.

Essential Supplies and Service List		
Product/Service	Primary Source	Secondary Source
Treated Drinking Water Supply	Windsor Utilities Commission P.O. Box 1625, Station A 4545 Rhodes Drive Windsor, ON N8W 5T1 Tel: 519-251-7300 Fax: 519-251-7329 www.wuc.on.ca	Refer to the Water Services Emergency Response Plan Section 2, Sub-Section 2.16 “Establishing Potable Water Filling Stations”
Accredited Laboratory Services	Caduceon Environmental Laboratories 3201 Marentette Ave. Windsor, ON N8X 4G3 Tel: 519-966-9541 Fax: 519-966-9567 contactwindsor@caduceonlabs.com	SGS Environmental Services 657 Consortium Crt. London, ON N6E 2S8 Tel: 519-672-4500 Fax: 519-672-0361 emily.crowey@sgs.com
Instrumentation Calibration	Flowmetrix Technical Services Inc. 212 Terrence Avenue Dorchester, ON N0L 1G3 Tel: 519-870-3569 Fax: 519-268-3459 service@flowmetrix.ca	ACI Instrumentation Limited 1230 Pontiac Court, Unit 18 Sarnia, ON N7S 4T9 Tel: 519-488-1753 Fax: 519-336-7989 bhadresa@aciltd.ca
Meter Supply & Service	Evans Utility and Municipal Products Supply Limited 338 Neptune Crescent London, ON N6M 1A1 Tel: 519-453-6515 Fax: 519-453-7756 www.evansupply.com	Emco Waterworks 2740 Temple Drive Windsor, ON Tel: 519-948-8131 Fax: 519-948-9362 www.emcoltd.com
AMR/ERT Supply & Service	Emco Waterworks 2740 Temple Drive Windsor, ON Tel: 519-948-8131 Fax: 519-948-9362 www.emcoltd.com	Ittron Canada Inc. 2624 Dunwin Drive, Unit 4 Mississauga, ON L5L 3T6 Tel: 905-593-1707 Fax: 519-812-7929 sheila.kee@itron.com

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Essential Supplies and Service List		
Product/Service	Primary Source	Secondary Source
Health & Safety Supplies	Great Lakes Safety Supply 3303 Walker Rd. Windsor, ON N8W 3R9 Tel: 519-972-6605 Fax: 519-972-6620 glspi@wincom.net	Acklands-Grainger Inc. 3350 North Talbot Rd. Tecumseh, ON Tel: 519-737-7771 Fax: 519-737-1109 greenwoodmi@agi.ca
SCADA & Instrumentation	Summa Engineering Limited 6423 Northam Drive Mississauga, ON L4V 1J2 Tel: 905-678-3388 Fax: 905-678-0444 www.summaeng.com	ACI Instrumentation Limited 1230 Pontiac Court, Unit 18 Sarnia, ON N7S 4T9 Tel: 519-488-1753 Fax: 519-336-7989 bhadresa@aciltd.ca
Construction Contracting Services	Coco Paving Inc. 6725 South Service Road East Windsor, ON N8N 2M1 Tel: 519-948-7133 Fax: 519-948-7469 www.cocogroup.com	Amico Contracting and Engineering 2155 Fasan Drive Tecumseh, ON N04 1L0 Tel: 519-737-1577 Fax: 519-737-1929 sdraper@triamico.com
Distribution Parts	Emco Waterworks 2740 Temple Drive Windsor, ON Tel: 519-948-8131 Fax: 519-948-9362 www.emcoltd.com	Underground Specialties 5340 Walker Road Tecumseh, ON N0R 1L0 Tel: 519-737-1263 Fax: 519-737-1712 info@undergroundspecialties.ca
Disinfectant (Sodium Hypochlorite)	Emco Waterworks 2740 Temple Drive Windsor, ON Tel: 519-948-8131 Fax: 519-948-9362 www.emcoltd.com	Underground Specialties 5340 Walker Road Tecumseh, ON N0R 1L0 Tel: 519-737-1263 Fax: 519-737-1712 info@undergroundspecialties.ca
Water Testing Supplies	Flowmetrix Technical Services Inc. 212 Terrence Avenue Dorchester, ON N0L 1G3 Tel: 519-870-3569 Fax: 519-268-3459 service@flowmetrix.ca	Hach Canada 400 Britannia Road East, Unit 1 Mississauga, ON L4Z 1X9 Tel: 800-665-7635 Fax: 866-259-0984 www.hach.com/canada

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Essential Supplies and Service List		
Product/Service	Primary Source	Secondary Source
Locators	Ontario One Call 335 Laird Road, Unit 8 Guelph, ON N1G 4P7 Tel: 800-400-2255 solutions@accu-link.ca	G-Tel Engineering 1150 Frances Street London, ON N5W 5N5 Tel: 866-692-0208 Fax: 866-692-0809 bgowan@gtel.ca
Communications Supplies	Information Services Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, ON N8N 1W9 Tel: 519-735-2184 sfuerth@tecumseh.ca	Kelcom 363 Eugenie St. E. Windsor, ON N8X 2Y2 Tel: 519-250-5050 www.kelcom.com
Computer Systems Supplies	Information Services Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, ON N8N 1W9 Tel: 519-735-2184 sfuerth@tecumseh.ca	Summa Engineering Limited 6423 Northam Drive Mississauga, ON L4V 1J2 Tel: 905-678-3388 Fax: 905-678-0444 www.summaeng.com ACI 1230 Pontiac Court, Unit 18 Sarnia, ON N7S 4T9 Tel: 519-488-1753 Fax: 519-336-7989

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Appendix 6- Public Works & Environmental Services Capital Works Plan:



**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Public Works & Environmental Services
Report No. 54/16

TO: Mayor & Members of Council

FROM: Phil Bartnik, P.Eng., PMP - Manager Engineering Services

DATE: November 21, 2016

DATE TO COUNCIL: December 13, 2016

SUBJECT: 2017 - 2021 Public Works & Environmental Services Capital Works Plan

RECOMMENDATIONS

It is recommended that:

- The following Public Works and Environmental Services Projects for the 2017 year, and the Capital Project List 2017-2021, be approved.

	Previously Approved	Requested for 2017	Future Costs	Total Costs
Road Projects				
1. Road Paving - Tar & Chip	\$ -	\$ 200,000	\$ -	\$ 200,000
2. Road Paving - Asphalt	\$ -	\$ 885,000	\$ -	\$ 885,000
3. Road Paving - Crack Sealing	\$ -	\$ 75,000	\$ -	\$ 75,000
4. Traffic Signal Reconstruction (Riverside/Lesperance)	\$ -	\$ 140,300	\$ -	\$ 140,300
5. Traffic Signal - CR19/Jamsyl Drive (County)	\$ -	\$ 75,000	\$ -	\$ 75,000
6. Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 672,750	\$ 140,100	\$ 20,237,571	\$ 21,050,421
7. 8th Concession Trunk Sanitary & Watermain, Ph1	\$ 45,140	\$ 1,337,300	\$ -	\$ 1,382,440
8. Pulleyblank-Crowder-Moro Sanitary Sewer Extension	\$ 88,000	\$ 1,480,600	\$ -	\$ 1,568,600
9. Rossi Drive Sanitary Sewer Extension	\$ -	\$ 77,500	\$ 991,500	\$ 1,069,000
10. Manning Road Reconstruction, Phase 2	\$ -	\$ 50,000	\$ 814,700	\$ 864,700
11. Manning Road Reconstruction, Phase 3	\$ -	\$ 180,000	\$ 4,222,900	\$ 4,402,900
12. South Talbot Road Reconstruction	\$ -	\$ 90,000	\$ 1,617,800	\$ 1,707,800
Sub-Total:	\$ 805,890	\$ 4,730,800	\$ 27,884,471	\$ 33,421,161
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ 1,626,000*	\$ 1,626,000
Road Lifecycle Reserve:	\$ 805,890	\$ 4,730,800	\$ 26,258,471	\$ 31,795,161
Sidewalk Projects				
1. Sidewalk Repair Program - Various Locations	----	\$ 69,000	----	\$ 69,000
Sub-Total:	\$ -	\$ 69,000	\$ -	\$ 69,000
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Sidewalk Lifecycle Reserve:	\$ -	\$ 69,000	\$ -	\$ 69,000

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	Previously Approved	Requested for 2017	Future Costs	Total Costs
New Infrastructure				
1. Riverside Drive Trail	\$ -	\$ 68,000	\$ 707,000	\$ 775,000
2. CR11: Hwy401 to NTR (CWATS Multi-Use Trail)	\$ -	\$ 5,650	\$ 264,450	\$ 270,100
Sub-Total:	\$ -	\$ 73,650	\$ 971,450	\$ 1,045,100
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ 108,040	\$ 108,040
Infrastructure Reserve:	\$ -	\$ 73,650	\$ 863,410	\$ 937,060
Bridge Projects				
1. Culvert #1 - Riverside Drive at City Limits	\$ -	\$ 12,000	\$ -	\$ 12,000
2. Culvert #7 - Desro Drive at East Townline Drain	\$ -	\$ 23,000	\$ -	\$ 23,000
3. Culvert #8 - Jamsyl Drive at East Townline Drain	\$ -	\$ 332,000	\$ -	\$ 332,000
4. Culvert #46 - South Talbot Road at South Talbot Drain	\$ -	\$ 40,000	\$ 450,000	\$ 490,000
5. Culvert #47 - South Talbot Road at Dickson Drain	\$ -	\$ 20,000	\$ 225,000	\$ 245,000
6. Culvert #58 - 10th Concession Road	\$ -	\$ 120,000	\$ -	\$ 120,000
7. Culvert #60 - 10th Concession Road	\$ -	\$ 125,000	\$ -	\$ 125,000
8. Culvert #62 - 10th Concession Road	\$ -	\$ 125,000	\$ -	\$ 125,000
9. Culvert #67 - 11th Concession Road	\$ -	\$ 115,000	\$ -	\$ 115,000
Sub-Total:	\$ -	\$ 912,000	\$ 675,000	\$ 1,587,000
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Bridge Lifecycle Reserve:	\$ -	\$ 912,000	\$ 675,000	\$ 1,587,000
Water Projects				
1. Mack Court Watermain Replacement	\$ 65,000	\$ 5,000	\$ -	\$ 70,000
2. Lacasse Park Watermain Replacement	\$ 100,000	\$ 10,000	\$ -	\$ 110,000
3. Tecumseh Road Watermain Abandonment	\$ -	\$ 72,000	\$ -	\$ 72,000
4. Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 6,250	\$ 44,000	\$ 1,815,324	\$ 1,865,574
5. 8th Concession Trunk Sanitary & Watermain, Ph1	\$ 55,815	\$ 1,037,500	\$ -	\$ 1,093,315
6. Pulleyblank-Crowder-Moro Sanitary Sewer Extension	\$ 34,400	\$ 491,600	\$ -	\$ 526,000
7. Rossi Drive Sanitary Sewer Extension	\$ -	\$ 25,000	\$ 356,000	\$ 381,000
8. Manning Road Reconstruction, Phase 2	\$ -	\$ 25,000	\$ 430,500	\$ 455,500
9. CR11 (North) Sanitary Sewer Extension	\$ -	\$ 6,000	\$ 88,000	\$ 94,000
Sub-Total:	\$ 261,465	\$ 1,716,100	\$ 2,689,824	\$ 4,667,389
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Watermain Reserve Fund:	\$ 261,465	\$ 1,716,100	\$ 2,689,824	\$ 4,667,389
Water Facility Projects				
1. Water Metering Facilities - Repairs	\$ -	\$ 85,000	\$ -	\$ 85,000
Sub-Total:	\$ -	\$ 85,000	\$ -	\$ 85,000
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Water Facilities Reserve Fund:	\$ -	\$ 85,000	\$ -	\$ 85,000

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	Previously Approved	Requested for 2017	Future Costs	Total Costs
Wastewater Projects				
1. Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 55,100	\$ 8,400	\$ 1,165,569	\$ 1,229,069
2. 8th Concession Trunk Sanitary & Watermain, Ph1	\$ 79,450	\$ 2,167,200	\$ -	\$ 2,246,650
3. Pulleyblank-Crowder-Moro Sanitary Sewer Extension	\$ 55,500	\$ 874,500	\$ -	\$ 930,000
4. Sanitary Sewer Rehabilitation (I&I Removal)	\$ -	\$ 3,637,824	\$ -	\$ 3,637,824
5. Rossi Drive Sanitary Sewer Extension	\$ -	\$ 42,500	\$ 593,500	\$ 636,000
6. Manning Road Reconstruction, Phase 2	\$ -	\$ 20,000	\$ 308,500	\$ 328,500
7. CR11 (North) Sanitary Sewer Extension	\$ -	\$ 125,000	\$ 1,516,000	\$ 1,641,000
Sub-Total:	\$ 190,050	\$ 6,875,424	\$ 3,583,569	\$ 10,649,043
Grants:	\$ -	\$ 2,978,459	\$ -	\$ 2,978,459
Recoveries:	\$ -	\$ 3,678,350	\$ 1,403,145	\$ 5,081,495
Wastewater Sewers Reserve Fund:	\$ 190,050	\$ 218,615	\$ 2,180,424	\$ 2,589,089
Wastewater Facility Projects				
1. Cedarwood Sanitary PS - Repairs	\$ -	\$ 70,000	\$ 298,500	\$ 368,500
2. Sylvestre Sanitary PS - Repairs	\$ -	\$ 15,000	\$ -	\$ 15,000
3. St Alphonse Sanitary PS - Repairs	\$ -	\$ 3,000	\$ -	\$ 3,000
4. Cedarwood Sanitary PS, Meter #1 - Repairs	\$ -	\$ 5,000	\$ -	\$ 5,000
5. NTR Sanitary Flume, Meter #4 - Repairs	\$ -	\$ 6,500	\$ -	\$ 6,500
6. 8th Concession Flume, Meter #5 - Repairs	\$ -	\$ 4,500	\$ -	\$ 4,500
Sub-Total:	\$ -	\$ 104,000	\$ 298,500	\$ 402,500
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Wastewater Facilities Reserve Fund:	\$ -	\$ 104,000	\$ 298,500	\$ 402,500
Stormwater Projects				
1. Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 20,900	\$ 20,000	\$ 102,811	\$ 143,711
3. Pulleyblank-Crowder-Moro Sanitary Sewer Extension	\$ 42,100	\$ 748,900	\$ -	\$ 791,000
4. Rossi Drive Sanitary Sewer Extension	\$ -	\$ 35,000	\$ 487,000	\$ 522,000
5. Manning Road Reconstruction, Phase 2	\$ -	\$ 60,000	\$ 1,085,200	\$ 1,145,200
6. Stormwater Master Plan	\$ -	\$ 600,000	\$ -	\$ 600,000
Sub-Total:	\$ 63,000	\$ 1,463,900	\$ 1,675,011	\$ 3,201,911
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Storm Sewer Lifecycle Reserve:	\$ 63,000	\$ 1,463,900	\$ 1,675,011	\$ 3,201,911
Municipal Drains				
1. Manning Road Reconstruction, Phase 2	\$ -	\$ 105,000	\$ 1,991,000	\$ 2,096,000
Sub-Total:	\$ -	\$ 105,000	\$ 1,991,000	\$ 2,096,000
Grants:	\$ -	\$ -	\$ -	\$ -
Recoveries:	\$ -	\$ -	\$ -	\$ -
Drains Lifecycle Reserve:	\$ -	\$ 105,000	\$ 1,991,000	\$ 2,096,000

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BACKGROUND

The above noted projects are intended to upgrade existing infrastructure while also providing for future development. The objective of the 2017 - 2021 Public Works & Environmental Services (PWES) Capital Works Plan is to maintain a consistently high level of service and strive to improve the Town's infrastructure components through these improvements.

The Town adopted an Asset Management Plan in December 2013 which serves as a guide as to what, and when, capital projects should be undertaken. The attached PWES Capital Project List 2017 – 2021 summarizes PWES projects proposed to be undertaken over the 2017 – 2021 period. Recommendations will be made requesting Council approve specific projects which begin in 2017 while adopting the five year capital plan; this gives authorization to proceed with the 2017 projects while 2018 to 2021 projects will come back to Council in subsequent years for approval to proceed.

COMMENTS

This section provides detailed information for all 2017 projects, i.e. both those previously approved and those newly proposed for 2017. Comments are provided by **ROAD, SIDEWALKS & PATHWAYS, BRIDGE, WATER, WASTEWATER, STORM SEWER and MUNICIPAL DRAIN** categories. Generally projects will contain expenditures related to all categories; for expediency purposes we have included project discussion on the main driver requiring the project be undertaken.

We have also included a section entitled **2018 to 2021 PROJECTS** which provides a higher level discussion on projects being proposed for future years.

The attached Public Works & Environmental Services (PWES) Capital Project List 2017 – 2021 **has been prepared assuming adequate funding is available in all lifecycle categories**. Discussion on those categories that are deficient can be found in the Financial Implications Section.

Certain projects have been proposed to be phased in over a two year period. Generally this occurs because either the project scope is generally too large or costly to be completed in one construction season or would be too disruptive over too large of an area and too long a period of time to the adjacent properties. Projects being phased would be tendered as two separate tender calls.

ROAD PROJECTS

Public Works staff reviews roads for inclusion in the annual paving program. The Town's Road Needs Study has been used for reference in conjunction with Public Works input and suggestions from Council and residents to form the basis for the recommended annual paving projects. Public Works & Environmental Services investigates and categorizes the needs based on the condition of the roads in comparison with other roads of similar traffic volumes.

The list of roads proposed for tar and chip are based on Public Works staff review of observed conditions of the roads and maintenance needs in conjunction with Pavement Condition Index (PCI) ratings from the Road Needs Study. Public Works has recently undertaken rebuilding the tar and chip roads rather than just placing surface treatment over existing roads. The process recycles all existing road materials and results in a new pavement structure with no loss of materials. This program has received positive reviews from the public and Public Works in reviewing roads that were completed through last year's program. It is Public Works' intention to place a final surface course of tar and chip on roads completed in the last few years. This process results in a road that will last longer and as such require less remedial maintenance in the future. Public Works would also suggest earmarking an

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amount for remedial tar and chip repairs on roads other than those planned for. Every spring Public Works finds areas that require some repair from winter plowing activities, and this would be used to address those concerns.

Administration recommends that as part of the annual paving program, an amount be set aside for crack sealing of Town roads to extend the lifespan of the pavement before more substantial repairs or replacement are required. It is recommended that \$75,000 be set aside for crack sealing.

RD 1. Tar & Chip, Asphaltting, and Crack Sealing

Tar & Chip - \$200,000	Asphaltting - \$885,000	Crack Sealing - \$75,000
Sexton Sideroad (Hwy #3 to South Talbot Road)	Outer Drive (Blackacre to Hwy #3)	Various Locations (TBD)
8 th Concession (South Talbot Road to CR8)	Hebert (Westlake to Chornoby)	
	Juniper (Full Length)	
	Clarice (Full Length)	
	Mack Court (Full Length)	
	Burdick (Full Length)	
	Brouillette (Full Length)	
	Fasan (Full Length)	

Inspection and project administration will be carried out by Public Works & Environmental staff upon award of the Contract by Council. Quality control of the materials will be carried out by a Consulting Geotechnical Engineer.

Funding to be provided from:

- Road Lifecycle Reserve \$1,160,000

RD 2. Manning Road Improvement Project, Phase 3

Manning Road Improvement Project Phase 3 - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$180,000	\$4,222,900	\$4,402,900

The Town completed a Class Environmental Assessment (EA) in April 2010 for improvements to the East Townline Drain (Manning Road) Storm Pump Station. The proposed upgrades to the pump station and drain enclosure along Manning Road provided an opportunity to improve this portion of Manning Road by constructing an urban cross-section that accommodates pedestrians, cyclists and urban design features to create an aesthetically pleasing gateway into Lakewood Park. The limits of the Class EA included Manning Road from Riverside Drive to St. Gregory's Road.

The Town actively pursued senior government funding and on July 8, 2011, the Ontario Minister of Finance announced a grant for financial assistance to the Town in the amount of \$6,183,333, which represented a one-third share of the total project cost of \$18.55M. The Town was able to amend the funding agreement with the Ontario Government so that the \$6.1M grant could be utilized in Phase 1, being the construction of the storm pump station and associated facilities, and the reconstruction of a section of Riverside Drive (Manning Road to Christy Lane), including the roundabout at the Manning Road/Riverside Drive intersection. Construction of Phase 1 was completed in 2014.

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The finalization of the design of Phase 2 of the Manning Road Improvement Project has also been recommended to be completed as part of the 2017 Capital Works, and is discussed under the STORM SEWER section of this report.

As Dillon Consulting Limited completed the Class EA, and the design/contract administration for Phase 1, and is familiar with the entire scope of this project, Administration recommends continuing with Dillon Consulting Limited to complete the engineering design for Phase 3 of this project in 2017. Construction is currently scheduled for 2020 subject to funding being available in the Road Lifecycle Reserve.

Expected recoveries from the County of Essex are anticipated to be \$120,000 for a portion of the Bike Lanes (under the CWATS program), and \$635,000 for a portion of the Manning Road reconstruction (under the Connecting Link Agreement).

Funding to be provided from:

- Road Lifecycle Reserve \$180,000

RD 3. South Talbot Road Reconstruction

South Talbot Road Reconstruction - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$90,000	\$1,617,800	\$1,707,800

The section of South Talbot Road between County Road 9 (Howard Avenue) and County Road 11 (Walker Road) consists of a paved two-lane rural cross-section road. Over the last number of years, portions of this section have been rehabilitated: (i) A 1,030m section west of County Road 11 was milled and paved approximately eight years ago, and is still in relatively good shape, (ii) A 250m section east of County Road 9 was reconstructed approximately five years ago by the MTO as part of the realignment into the Laurier Parkway. The remaining section of South Talbot Road, a 1,590m length (250m east of County Road 9 to 400m east of Holden Road) is in need of repairs.

It was Administration's intent to include this section of South Talbot Road as part of the annual asphaltting program in 2017. However, a geotechnical investigation of the existing road structure confirmed that there is insufficient granular base, and that a full road reconstruction is recommended over a mill/pave operation.

Administration is recommending the South Talbot Road Reconstruction project be combined with the replacement of Culverts No.46 and No.47 (as discussed in the following section of this report) into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package. Administration also recommends retaining Dillon Consulting Limited to provide engineering services on this project based on their past completion of various road reconstruction projects within the Town and their experience with the Town's Bridge and Culvert structures.

Construction is scheduled for 2018.

Funding to be provided from:

- Road Lifecycle Reserve \$90,000

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RD 4. Traffic Signal Infrastructure Reconstruction

Traffic Signal Infrastructure Reconstruction - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$195,000	\$140,300	\$227,500	\$562,800

A condition assessment was conducted for all traffic signal infrastructure owned and maintained by the Town, including 11 intersections and one mid-block cross walk. Traffic signal infrastructure includes poles, luminaires, mast arms, traffic signal heads, pedestrian signal heads, pedestrian push buttons, hand holes, loop detectors, cabinets, controllers, wiring and conduit.

The traffic signal condition assessment was used as the basis for identifying the recommended priority, scope and cost for traffic signal infrastructure improvements, which could be utilized by the Town to develop a long-term, comprehensive maintenance and capital replacement strategy.

At the September 22, 2015 Regular Meeting of Council, Council approved the recommendations (Motion RCM-319/15) of PWES Report 51/15 titled "Traffic Signal Infrastructure Assessment (2015)" where the report was adopted, and authorized Administration to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

As part of the 2016 Capital Works Plan, \$195,000 was approved for the replacement of the traffic signal infrastructure at the Lesperance Road/Arbour Street intersection (as part of Shawnee/Arbour Improvements, Phase 2). A total of \$82,000 (of the approved \$195,000) was used to purchase the traffic signal materials. However, during the design process of the Tecumseh Road CIP Project, which includes a section of Lesperance Road, it became apparent that the future modifications of the Lesperance Road width would impact the Lesperance Road/Arbour Street intersection. It was determined to postpone the installation of the traffic signal infrastructure at this intersection to limit the amount of any 'throw away' costs.

It is recommended that the traffic signal materials purchased for this intersection be used at the Lesperance Road/Riverside Drive intersection in 2017, and the costs spent to date transferred under the new project cost centre.

The updated Traffic Signal Infrastructure Reconstruction program is recommended as follows:

- Lesperance Road / Riverside Drive (2017)
- Lesperance Road / Tecumseh Road East*
- Lesperance Road / Arbour Street*
- Tecumseh Road East / Shawnee Road*
- Lesperance Road / McNorton Street (2020)

**Subject to timing of the Tecumseh Road CIP project*

Administration recommends that Dillon Consulting Limited be retained to complete the detailed design as they have conducted the Traffic Signal Infrastructure Assessment in 2015, and has worked closely with the Town, our current maintenance provider, and the Essex County Highways Signal Department in the past.

Funding to be provided from:

- Road Lifecycle Reserve \$140,300

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RD 5. County Road 19/Jamsyl Drive Intersection – Traffic Signal Infrastructure

CR19/Jamsyl Drive Intersection, Traffic Signal Infrastructure - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$75,000	\$0	\$75,000

Through discussions with the County, it is anticipated that the County Road 22/County Road 19 Advance Construction Works will take place in 2017. As part of those works, it is proposed to install a signalized intersection at County Road 19 and Jamsyl Drive.

It is anticipated that the Town will be assessed 50% of the costs pertaining to the signal infrastructure with the County (as per their internal policy regarding shared signalized intersections). Administration will confirm the exact costs with the County once the works have been tendered.

Funding to be provided from:

- Road Lifecycle Reserve \$75,000

RD 6. Tecumseh Road Community Improvement Plan (CIP) – Streetscape Plan & Design

Tecumseh Road CIP Streetscape Plan & Final Design - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$755,000	\$212,500	\$23,321,275	\$24,189,375

At the May 10, 2016 Special Meeting of Council, Council approved the recommendations (Motion SCM-01/16) of Planning & Building Services Report No.10/16 titled "Tecumseh Road Main Street CIP, Streetscape Plan and Detail Design and Utility Lines" that selected the preferred streetscape design that calls for the removal of above-ground hydro poles, hydro wires and utility wires placing them underground.

At the July 12, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-257/16) of PWES Report No. 35/16 titled "Streetscape Plan and Design, Revised Scope & Budget Update, July 2016" that included a revised scope of a 30% Schematic Design for the full project limits, a 100% Tender Drawings and Specifications for Phase 1, and 90% Design Drawings and Specifications for Phase 2.

The tentative phasing and associated project costs are broken up into the five following phases:

- Phase 1: \$11,296,434 - Tecumseh Road (St. Annes to VIA) & Lesperance (St. Denis to Arbour)
- Phase 2: \$5,498,108 - Tecumseh Road (St. Annes to Shawnee)
- Phase 3: \$1,970,366 - Tecumseh Road (Shawnee to Southfield)
- Phase 4: \$2,443,623 - Tecumseh/Southfield Intersection
- Phase 5: \$2,980,844 - Lesperance (McNorton to St. Denis)

Expected recoveries from the County of Essex are anticipated to be \$871,000 for a portion of the Tecumseh Road reconstruction (under the Connecting Link Agreement). Administration is still exploring recovery opportunities with some of the Utility companies.

The additional costs required for 2017 are needed to finalize the components of the project, being the 30% Schematic Design (all phases), 100% Tender Drawings and Specifications for Phase 1, and the 90% Design Drawings and Specifications for Phase 2.

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The revision to the budget is a reflection of the watermain replacement, storm sewer video inspections, the evolving streetscape design components, and continued coordination with the various utility companies.

Funding to be provided from:

• Road Lifecycle Reserve	\$140,100
• Watermain Reserve Fund	\$44,000
• Wastewater Sewers Reserve Fund	\$8,400
• Storm Sewer Lifecycle Reserve	\$20,000

SIDEWALK PROJECTS

SW 1. Sidewalk Repair Projects

Sidewalk Repair Projects - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
---	\$69,000	---	\$69,000

The 2017 sidewalk program will be based on sidewalk conditions determined through the comprehensive sidewalk inspection conducted annually. Currently this inspection is completed by Public Works staff and along with input from Council and residents is used in conjunction with these findings to develop the annual program. This information will also be used to recommend sidewalk repair and replacements. Should this inspection generate large amounts of sidewalk replacement a Request for Quotation (RFQ) will be issued.

Trip hazards identified throughout the Town will be addressed to keep the Town in compliance with minimum maintenance standards. Currently, a detailed list of sidewalks to be repaired/replaced has not been generated. The funding requested is for an upset limit to carry out the work. A detailed list of recommended sidewalk replacements will be circulated to Council for their information prior to issuing the RFQ.

Inspection and project administration will be carried out by PWES Staff upon award of the Contract.

Funding to be provided from:

• Sidewalk Lifecycle Reserve	\$69,000
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SW 2. Riverside Drive Trail

Riverside Drive Trail - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$68,000	\$707,000	\$775,000

At the October 25, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-372/16) of Planning Report No. 32/16 titled "County Wide Active Transportation Study Plan, Town of Tecumseh 2017 Project, Trail on Riverside Drive from Tecumseh/Windsor Municipal Boundary to Manning Road" that endorsed the construction of a 2.4m wide trail having a length of approximately 2.4km as a 2017 CWATS Project.

It is recommended to complete the engineering design in 2017, and to evaluate and prioritize the construction of the trail once the Parks & Recreation Master Plan has been completed (anticipated

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completion date of Summer 2017). For preliminary purposes we show construction in 2018 with funding coming from the Infrastructure Reserve.

Administration recommends Bezaire & Associates complete the design work for the Riverside Drive Trail based on their experience on various trail projects throughout Essex County, which included the Ganatchio Trail, the Leamington Trail, and McAuliffe Park.

Funding to be provided from:

- Infrastructure Reserve \$68,000

BRIDGE PROJECTS

BR 1. Culvert Works (Structures with Spans < 3.0m)

Culvert Works (Structures with Spans < 3.0m) - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$912,000	\$2,573,000	\$3,485,000 *

*For works identified up to the year 2022

At the November 8, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-384/16) of PWES Report No. 39/16 titled "2016 Culvert Needs Study (Structures with Spans < 3.0m)" that authorized Administration to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The 2016 Culvert Needs Study (Structures with Spans < 3.0m) had identified two (2) structures to be replaced immediately; 10 structures to be rehabilitated or replaced within a 1-5 year timeframe; and three (3) structures to be rehabilitated or replaced within a 6-10 year timeframe. The recommended works for 2017 consist of the following:

Culvert No.1 (Riverside Drive at the City of Windsor limits): Cost of \$12,000

This box culvert had previously been abandoned and backfilled with granular material. Upon inspection, it was determined that there is an approximate 0.4m void between the backfill material and the soffit of the box culvert. It is recommended to fill that void with lean grout to prevent a sink hole within Riverside Drive should the box culvert ever fail.

Culvert No.7 (Desro Drive at East Townline Drain): Cost of \$23,000

This culvert had been identified to be replaced within the 1-5 year timeframe. These works are anticipated to take place in 2017 as part of the County's advance construction works at the County Road 22/County Road 19 intersection. A Drainage Engineer has already been appointed through Council to complete a Section 78 Report under the Drainage Act for the enclosure of the East Townline Drain. The actual costs to the Town will be confirmed once the Engineer's Drainage Report has been completed.

Culvert No.8 (Jamsyl Drive at East Townline Drain): Cost of \$332,000

This culvert had been identified to be replaced within the 1-5 year timeframe. These works are anticipated to take place in 2017 as part of the County's advance construction works at the County Road 22/County Road 19 intersection. A Drainage Engineer has already been appointed through Council to complete a Section 78 Report under the Drainage Act for the enclosure of the East Townline Drain. The actual costs to the Town will be confirmed once the Engineer's Drainage Report has been completed.

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Culvert No.46 (South Talbot Road at South Talbot Drain): Cost of \$40,000

This culvert had been identified to be replaced within the 1-5 year timeframe. It is recommended to complete the Engineering in 2017, with Construction to follow in 2018. The total project cost is \$490,000. It is also recommended to combine this project with the replacement of Culvert No.47 and the reconstruction of South Talbot Road (as discussed in the previous section of this report).

Culvert No.47 (South Talbot Road at Dickson Drain): Cost of \$20,000

This culvert had been identified to be replaced within the 1-5 year timeframe. It is recommended to complete the Engineering in 2017, with Construction to follow in 2018. The total project cost is \$245,000. It is also recommended to combine this project with the replacement of Culvert No.46 and the reconstruction of South Talbot Road Reconstruction project (as discussed in the previous section of this report).

Culvert No.58 (10th Concession Road): Cost of \$120,000

This road culvert had been identified to be replaced within the 1-5 year timeframe under the 2016 Culvert Needs Study. This culvert is currently being reviewed under the Municipal Drainage project, the JC Smith/McPherson Drain. It is anticipated that the drainage report will be completed in early 2017, with construction to follow in late 2017.

Culvert No.60 (10th Concession Road): Cost of \$125,000

This road culvert had been identified to be replaced within the 1-5 year timeframe under the 2016 Culvert Needs Study. This culvert is currently being reviewed under the Municipal Drainage project, the JC Smith/McPherson Drain. It is anticipated that the drainage report will be completed in early 2017, with construction to follow in late 2017.

Culvert No.62 (10th Concession Road): Cost of \$125,000

This road culvert had been identified to be replaced within the 1-5 year timeframe under the 2016 Culvert Needs Study. This culvert is currently being reviewed under the Municipal Drainage project, the JC Smith/McPherson Drain. It is anticipated that the drainage report will be completed in early 2017, with construction to follow in late 2017.

Culvert No.67 (11th Concession Road): Cost of \$115,000

This road culvert had been identified to be replaced within the 1-5 year timeframe under the 2016 Culvert Needs Study. This culvert is currently being reviewed under the Municipal Drainage project, the East McPherson Drain. It is anticipated that the drainage report will be completed in early 2017, with construction to follow in late 2017.

Administration recommends Dillon Consulting Limited complete the design work for Culverts No. 46 & No.47 in 2017 based on their experience of various bridge rehabilitations and replacement projects throughout the Town, and their completion of the 2016 Culvert Needs Study.

Funding to be provided from:

- Bridge Lifecycle Reserve \$912,000

WATER & WASTEWATER PROJECTS

Water and wastewater projects are intended to upgrade existing infrastructure while also providing for future development.

The methodology used to provide Council with recommendations for yearly capital projects are:

- a review of the Town of Tecumseh Water & Wastewater Master Plan
- a review of lifecycle dollars available and possible government funding

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- a review of the Ministry of Environment regulations/guidelines
- a review of other planned capital projects
- a review of possible opportunities to improve/upgrade the existing infrastructure.

WATER PROJECTS

WA 1. Mack Court Watermain Replacement

Mack Court Watermain Replacement - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$65,000	\$5,000	\$0	\$70,000

Mack Court is located off of St Marks Road. The water on Mack Court supplied by the Town is serviced with an old 100mm diameter cast iron watermain. The Water Division is recommending replacement of this size and type of watermain as it poses a possibility of poor water quality and lack of water flow. There are concerns with fire protection due to the small size of this watermain. Over a period of time buildup may occur within cast iron pipes, making it difficult to maintain chloride residuals as mandated by the MOE.

This is a carry-over project from the 2016 Capital Works Plan. The recommended works would see replacement of the old 100mm diameter cast iron watermain with a new 150mm diameter PVC watermain, along with a fire hydrant for additional fire protection. Most of this proposed project would be designed and constructed in-house at a cost savings.

Funding to be provided from:

- Watermain Reserve Fund \$5,000

WA 2. Lacasse Park Watermain Replacement

Lacasse Park Watermain Replacement - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$100,000	\$10,000	\$0	\$110,000

Located off Lacasse Road at Clapp Street there is approximately 350 metres of 150mm diameter ductile iron watermain which runs through Lacasse Park to service the pool and provide fire protection. The Water Division is recommending replacement of this watermain as it has been failing more in recent years due to the age and soil conditions. The type of failures from this section of watermain has caused Ministry of Environment (MOE) boil water advisories.

This is a carry-over project from the 2016 Capital Works Plan. The recommended works would see replacement of the old 150mm diameter ductile iron watermain with a new 150mm diameter PVC watermain. Most of this proposed project would be designed and constructed in-house at a cost savings.

Funding to be provided from:

- Watermain Reserve Fund \$10,000

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WA 3. Tecumseh Road Watermain Abandonment

Tecumseh Road Watermain Abandonment - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$72,000	\$0	\$72,000

In 1980 as part of the Village Estates Phase 2 Development, a 205mm diameter PVC watermain was installed on the south side of Tecumseh Road from Arlington Boulevard to approximately 530m westerly. At that time the existing 150mm diameter Cast Iron watermain (originally installed in 1955) located on the north side of Tecumseh Road remained in service. In recent years the 150mm diameter Cast Iron watermain has been failing due to the age and material of the pipe.

The recommended works would see the transfer of all water services and hydrant connections over to the 250mm diameter PVC watermain, and the abandonment of the 150mm diameter Cast Iron watermain. Most of this proposed project would be designed and constructed in-house at a cost savings.

- Funding to be provided from:
- Watermain Reserve Fund \$72,000

WA 4. Water Metering Facilities, 2017 Repairs

Water Metering Facilities, 2017 Repairs - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$85,000	\$0	\$85,000

At the December 13, 2016 Regular Meeting of Council, PWES Report No. 51/16 titled "2016 Pump & Metering Station Condition Assessment" will recommend to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The Town owns and operates 11 water meter stations that use magnetic flowmeters installed in below grade. The 2016 Pump & Metering Station Condition Assessment had identified \$83,050 in 'Immediate Repairs', and \$30,600 in '10 Year Repairs'. It is recommended that Town forces complete the repair works on the Water Meter Facilities.

- Funding to be provided from:
- Water Facilities Reserve Fund \$85,000

WASTEWATER PROJECTS

WW 1. 8th Concession Road Trunk Sanitary Sewer & Watermain, Phase 1

8 th Concession Road Trunk Sanitary Sewer & Watermain, Phase 1 - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$180,405	\$4,542,000	\$0	\$4,722,205

At the May 24, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-206/16) of PWES Report 28/16 titled "Amendment to PWES Report No.63/15: 2016-2020 Public Works & Environmental Services Capital Works Plan, 8th Concession Road Trunk Sanitary Sewer & Watermain" that authorized Administration to proceed with the completion of the engineering design.

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The engineering design was completed in 2016 and consisted of the following limits:

- 8th Concession Road (County Road 46 to North Talbot Road)
 - Approximately 730m of trunk sanitary sewer & watermain
- North Talbot Road (8th Concession Road to Oldcastle Road)
 - Approximately 75m of trunk sanitary sewer
- Oldcastle Road (North Talbot Road to Highway No.3)
 - Approximately 1,310m of trunk sanitary sewer

Administration is recommending dividing the project up into two separate construction phases, Phase 1 being the works on 8th Concession Road, and Phase 2 consisting of the works on North Talbot Road and Oldcastle Road. The associated cost for each phase is \$4,722,405 for Phase 1 and \$3,475,000 for Phase 2.

The Phase 1 project cost of \$4,722,405 includes \$2,246,650 for sanitary sewers, \$1,382,440 for road reconstruction, and \$1,093,315 for watermain replacement. Estimated recoveries from landowners for the sanitary sewers would be \$3,078,350, and will be refined once the By-Law for the 8th Concession Road Trunk Sanitary Sewer Service Area is completed (anticipated Spring 2017).

As Dillon Consulting Limited has completed the engineering design for Phase 1 and Phase 2, Administration recommends continuing with Dillon Consulting Limited to complete the contract administration and inspection for the 8th Concession Road Trunk Sanitary Sewer & Watermain, Phase 1 project in 2017.

Funding to be provided from:

- Road Lifecycle Reserve \$1,337,300
- Watermain Reserve Fund \$1,037,500
- Wastewater Sewers Reserve Fund \$2,167,200

WW 2. Pulleyblank Street / Crowder Court / Moro Drive Sanitary Sewer Extension

Pulleyblank/Crowder/Moro - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$220,000	\$3,595,600	\$0	\$3,815,600

At the December 8, 2015 Regular Meeting of Council, Council approved the recommendations (Motion RCM-419/15) of PWES Report 63/15 titled "2016-2020 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the completion of the engineering design of the Pulleyblank Street / Crowder Street / Moro Drive Sanitary Sewer Extension.

This project considered under the North Talbot Road sanitary sewer service area is the extension of a sanitary sewer along Pulleyblank Street from North Talbot Road to Rossi Drive, on Crowder Court from Pulleyblank to the cul-de-sac, and on Moro Drive from Pulleyblank Street to Burke Street.

Expected recoveries from landowners for the sanitary sewer would be \$600,000. The project cost of \$3,815,600 includes \$930,000 for sanitary sewers, \$1,568,600 for road reconstruction, \$791,000 for storm sewers, and \$526,000 for watermain replacement.

As Stantec Consulting Limited has completed the engineering design, Administration recommends continuing with Stantec Consulting Limited to complete contract administration and inspection for the Pulleyblank Street/Crowder Court/Moro Drive Sanitary Sewer Extension project in 2017.

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Funding to be provided from:

• Road Lifecycle Reserve	\$1,480,600
• Watermain Reserve Fund	\$491,600
• Wastewater Sewers Reserve Fund	\$874,500
• Storm Sewer Lifecycle Reserve	\$748,900

WW 3. Rossi Drive Sanitary Sewer Extension

Rossi Drive Sanitary Sewer Extension - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$180,000	\$2,493,000	\$2,673,000

The next project considered under the North Talbot Road sanitary sewer service area is the extension of a sanitary sewer along Rossi Drive from Pulleyblank Street to Outer Drive. It is proposed to carry out the engineering in 2017 and proceed with construction in 2018.

Expected recoveries from landowners for the sanitary sewer would be \$292,965. The project cost of \$2,673,000 includes \$636,000 for sanitary sewers, \$1,069,000 for road reconstruction, \$522,000 for storm sewers, \$381,000 for watermain replacement, and \$65,000 for the replacement of Culvert No.35.

Administration recommends Stantec Consulting Limited complete the design work for the Rossi Drive Sanitary Sewer Extension project in 2017, based on their experience with the Oldcastle Area, and recent works on the Brendan Lane/Binder Crescent Sanitary Sewer Extension and the Pulleyblank Street/Crowder Court/Moro Drive Sanitary Sewer Extension.

Funding to be provided from:

• Road Lifecycle Reserve	\$77,500
• Watermain Reserve Fund	\$25,000
• Wastewater Sewers Reserve Fund	\$42,500
• Storm Sewer Lifecycle Reserve	\$35,000

WW 4. County Road 11 (North) Sanitary Sewer Extension

County Road 11 (North) Sanitary Sewer Extension - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$136,650	\$1,868,450	\$2,005,100

The next project considered under the North Talbot Road sanitary sewer service area is the extension of a sanitary sewer along County Road 11 from North Talbot Road to Highway 401. It is proposed to carry out the engineering in 2017, utility relocations in 2018, and proceed with construction in 2019. It is also recommended to incorporate the proposed CWATS project of a 3.0m wide trail along the east side of County Road 11 from North Talbot Road to Highway 401 as part of the sanitary sewer extension project.

As recommended under Planning Report No. 23/13 dated July 3, 2013, Council approved (Motion: RCM-218/13) a 3.0m wide trail along the east side of Walker Road from Highway 401 to North Talbot Road. This trail is identified as Trail Segment Tec-3 in the CWATS Master Plan.

Expected recoveries from landowners for the sanitary sewer would be \$1,110,180. Expected recoveries from the County of Essex for the CWATS trail would be \$108,040 (40% of trail costs).

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The project cost of \$2,005,100 includes \$1,641,000 for sanitary sewers, \$94,000 for watermain replacement, and \$270,100 for the installation of the 3.0m wide asphalt trail.

Administration recommends Dillon Consulting Limited complete the design work for the County Road 11 (North) Sanitary Sewer Extension project in 2017, based on their experience with the Oldcastle Area, their recent works on the Dumouchelle Street/Outer Drive Sanitary Sewer Extension project, and their involvement with the road reconstruction project the County previously undertook of County Road 11.

Funding to be provided from:

- Watermain Reserve Fund \$6,000
- Wastewater Sewers Reserve Fund \$125,000
- New Infrastructure Levy \$5,650

WW 5. Sanitary Pump Stations and Metering Stations, 2017 Repairs

Sanitary Pump Stations and Metering Stations, 2017 Repairs - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$104,000	\$298,500	\$402,500

At the December 13, 2016 Regular Meeting of Council, PWES Report No. 51/16 titled "2016 Pump & Metering Station Condition Assessment" will recommend to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The Town owns and operates four (4) sanitary pump stations, and five (5) sanitary metering stations. The 2016 Pump & Metering Station Condition Assessment had identified \$365,500 in 'Immediate Repairs' for the sanitary pump stations, and \$14,000 for 'Immediate Repairs' for the sanitary metering stations. The report also identified \$400,000 in '10 Year Repairs' for the sanitary pump stations. The proposed (2017) works consist of the following locations:

- Cedarwood Sanitary Pump Station \$70,000
- Sylvestre Sanitary Pump Station \$15,000
- St. Alphonse Sanitary Pump Station \$3,000
- Cedarwood Sanitary PS, Meter #1 \$5,000
- NTR Sanitary Flume, Meter #4 \$6,500
- 8th Concession Flume, Meter #5 \$4,500

Funding to be provided from:

- Wastewater Facilities Reserve Fund \$104,000

WW 6. Sanitary Sewer Rehabilitation (Inflow & Infiltration Removal)

Sanitary Sewer Rehabilitation (Inflow & Infiltration Removal) - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$3,637,824	\$0	\$3,637,824

This project involves the renewal and rehabilitation of approximately 30,000 linear metres of sanitary sewer pipe, 500 manholes and the rehabilitation of approximately 500 sanitary sewer service connections. The work generally consists of:

- Camera inspections of the sewer pipes to identify: pipe condition; pipe defects; and sources of inflow and infiltration using trenchless technology.

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- Flushing and cleaning debris from the sanitary sewer pipes and service connections to facilitate leak testing and repair using trenchless technology
- Pressure testing and sealing of: mainline joints, cracked or otherwise leaking pipes, tee connections, clean outs, risers and sanitary service connections using innovative trenchless technology
- Structural repairs of sanitary sewer pipes where required using innovative trenchless technology.
- Sealing leaks in manholes using rain shields, chemical sealants and latest technology.

In the Fall of 2016 Administration had submitted this project for two grants, the Ontario Community Infrastructure Fund (OCIF) and the Canada Water Wastewater Fund (CWWF). The Town will be made aware in February 2017 on whether we were successful with our applications. The components of this project will only be undertaken, should the Town be successful in obtaining grant funding from upper levels of government.

The project costs and expected recoveries are as follows:

Part A: Ontario Community Infrastructure Fund (OCIF)

• Provincial Formula-Based Funding	\$ 493,942
• Provincial Top-Up Funding	\$ 806,149
• Municipal Contribution	<u>\$ 99,909</u>
Sub-Total Part A	\$1,400,000

Part B: Canada Water Wastewater Fund (CWWF)

• Federal Contribution	\$1,118,912
• Provincial Contribution	\$ 559,456
• Municipal Contribution	<u>\$ 559,456</u>
Sub-Total Part B	\$2,237,824

Summary of Project Costs

• Municipal Contribution	\$ 659,365
• Provincial Contribution	\$1,859,547
• Federal Contribution	<u>\$1,118,912</u>
Total	\$3,637,824

Administration recommends Blackrock Consulting be retained to complete the contract administration based on their experience with Infiltration & Inflow Removal projects for other municipalities within Essex County.

Funding to be provided from:

• Wastewater Sewers Reserve Fund	\$659,365
• Grants	<u>\$2,978,459</u>

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STORM SEWER PROJECTS

ST 1. Manning Road Improvement Project, Phase 2

Manning Road Improvement Project, Phase 2 - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$260,000	\$4,629,900	\$4,889,900

The Town completed a Class Environmental Assessment (EA) in April 2010 for improvements to the East Townline Drain (Manning Road) Storm Pump Station. The proposed upgrades to the pump station and drain enclosure along Manning Road provided an opportunity to improve this portion of Manning Road by constructing an urban cross-section that accommodates pedestrians, cyclists and urban design features to create an aesthetically pleasing gateway into Lakewood Park. The limits of the Class EA included Manning Road from Riverside Drive to St. Gregory's Road.

The Town actively pursued senior government funding and on July 8, 2011, the Ontario Minister of Finance announced a grant for financial assistance to the Town in the amount of \$6,183,333, which represented a one-third share of the total project cost of \$18.55M. The Town was able to amend the funding agreement with the Ontario Government so that the \$6.1M grant could be utilized in Phase 1, being the construction of the storm pump station and associated facilities, and the reconstruction of a section of Riverside Drive (Manning Road to Christy Lane), including the roundabout at the Manning Road/Riverside Drive intersection. Construction of Phase 1 was completed in 2014.

The Phase 2 project cost of \$4,889,900 includes \$328,500 for sanitary sewers, \$864,700 for road reconstruction, \$1,145,200 for storm sewers, \$2,096,000 for municipal drains, and \$455,500 for watermain replacement.

As Dillon Consulting Limited completed the Class EA, and the design/contract administration for Phase 1, and is familiar with the entire scope of this project, Administration recommends continuing with Dillon Consulting Limited to complete the engineering design for Phase 2 of this project in 2017, including fulfilling the Town's obligations under the *Drainage Act*.

Funding to be provided from:

- Road Lifecycle Reserve \$50,000
- Watermain Reserve Fund \$25,000
- Wastewater Sewers Reserve Fund \$20,000
- Storm Sewer Lifecycle Reserve \$60,000
- Drains Lifecycle Reserve \$105,000

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ST 2. Stormwater Master Plan

Stormwater Master Plan - Project Costs Summary			
Previously Approved	Requested for 2017	Future Costs	Total Project Costs
\$0	\$600,000	\$0	\$600,000

The Town's stormwater infrastructure network is supported through eight stormwater pumping stations, which are primarily located near the shore of Lake St. Clair due to the topography of the area within Wards 1, 2, and 3. The proposed Stormwater Master Plan will focus on an analysis of the storm infrastructure within the eight (8) storm pumping station service areas.

This analysis will review how Town's stormwater infrastructure functions during minor rainfall events (what can be contained within the storm sewer network), and major rainfall events (which would follow overland flood routes). The storm pumping stations will also be reviewed to determine if any modifications or improvements are required based on any of the recommended storm sewer network improvements (i.e. capacity upgrades).

The Master Plan will also look for efficiencies in the storm sewer network, and whether a consolidation of storm pumping stations is feasible. The Master Plan will follow the Municipal Class Environmental Assessment (EA) process, and is equivalent to the same steps that a Schedule 'B' EA would follow. This will provide the Town the necessary analysis/study under the Municipal Class EA process to complete future improvements, reconstruct and/or decommission storm pumping stations without having to complete a separate Schedule 'B' EA at a later date.

Administration recommends Dillon Consulting Limited be retained to complete the Stormwater Master Plan based on their experience with the Town's stormwater infrastructure, their involvement in the 2016 Pump Station Condition Assessments, and their involvement in the reconstruction of the Brighton Road Storm Pump Station and the Manning Road Storm Pump Station.

Funding to be provided from:

- Storm Sewer Lifecycle Reserve \$600,000

MUNICIPAL DRAIN PROJECTS

Town of Tecumseh is obligated to manage, repair, maintain and improve the 120 Municipal Drains (totalling 221km) in accordance with the Drainage Act, including assessing costs to the benefitting upstream landowners according to the most current by-law. Municipal Drains are not municipal infrastructure, and only the Town's assessment is actually funded from the general tax rate.

There are currently over 30 active drainage projects that the Town is undertaking, all of which are at various stages of design or construction. The Drainage Superintendent receives requests for maintenance or repair and improvements for Municipal Drains, and determines which section of the Drainage Act is most suitable to proceed with the request. These drainage requests, and subsequent works, are addressed as they occur and brought before Council for their approval on a project by project basis.

Funding for the Town's assessment for Municipal Drains will generally come from the Drains Lifecycle Reserves.

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2018 TO 2021 PROJECTS

This section provides a higher level discussion on projects being proposed for 2018 to 2021.

➤ **2018: Alden Crescent Watermain Replacement** (Cost of \$40,000)

Alden Crescent is located off of St Marks Road. The water on Alden Crescent supplied by the Town is serviced with an old 100mm diameter cast iron watermain. The Water Division is recommending replacement of this size and type of watermain as it poses a possibility of poor water quality and lack of water flow. Recommended for a 2018 Capital project, this plan would see replacement of the old 100mm diameter watermain with a new 150mm diameter PVC watermain, along with a fire hydrant for additional fire protection. Most of this proposed project would be designed and constructed in-house at a cost savings.

➤ **2018: Highway No.3 Watermain Replacement** (Cost of \$206,000)

The Water Division is recommending replacement of the existing 200mm diameter watermain on Highway No.3 from County Road 11, westerly for approximately 250-metres. Most of this proposed project would be designed and constructed in-house at a cost savings.

➤ **2018: Watermain Anode Protection Program** (Cost of \$375,000)

Ductile and cast iron pipe make up approximately 25% of the total amount of watermain in the Town's watermain distribution system. Due to the continual corrosion problems and high failure rates associated with ductile and cast iron pipe, the Town of Tecumseh Water Division is recommending the second installment of the anode protection program in 2018. Anodes (Cathodic Protection) are a scientifically proven method of corrosion control. It minimizes the effects of external corrosion on existing ductile and cast iron water mains, thus reducing watermain breaks and extending the watermain's useful life. If the water mains are left unprotected and continue to corrode at the rate being experienced, total replacement of the mains would be necessary sooner at a large capital cost.

➤ **2018: Gouin Street Trunk Storm Sewer Extension** (Cost of \$200,000)

The Town completed the Lesperance Road Reconstruction (Phase 1B) project in 1998, which included watermain and storm sewer improvements. As part of the project the Baillargeon Drain drainage area was split into sub-catchment areas for the purpose of the Lesperance Road storm sewer design. It was intended to divert approx. 51.6 acres (20.9 hectares) of the upper watershed area (north of Gouin Street, and west of Lesperance) easterly down Gouin Street (through the Manning Road Secondary Plan Area (MRSPA)) with a future 900mm diameter sewer to the Baillargeon Drain. This new trunk would provide relief to the existing storm sewers on Lesperance Road (south of Gouin Street). As part of the construction works completed in 1998, a 900mm diameter sewer stub was provided at the Lesperance Road / Gouin Street intersection. It is recommended that 120-metres of 900mm diameter storm sewer be installed on Gouin Street from Lesperance Road to Deslippe Drive, as part of the first phases of development within the Manning Road Secondary Plan Area.

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➤ **2018-2019: Sylvestre Drive Sanitary Sewer Extension** (Cost of \$896,000, landowner recoveries to be calculated)

This project consists of the extension of a sanitary sewer on Sylvestre Drive from Manning Road westerly for 375-metres. It is proposed to complete the engineering 2018 and the construction in 2019.

Expected recoveries from landowners would be for the costs of the trunk sanitary sewer and service connections. Assessments to be calculated by Administration and invoiced back to the landowners under the Municipal Act. The project cost of \$896,000 includes \$340,000 for sanitary sewers, and \$556,000 for road reconstruction.

➤ **2018 – 2019: 8th Concession / Laval Sanitary Sewer Extension** (Cost of \$312,500, landowner recoveries to be calculated)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer (just south of Highway 401) through an easement to service three properties. It is proposed to carry out the engineering and obtain the required easements in 2018, and proceed with construction in 2019.

Estimated recoveries from landowners for the sanitary sewer would be \$188,700, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed (anticipated Spring 2017). The project costs of \$312,500 are all attributed to the installation of the sanitary sewers.

➤ **2018 – 2019: Bridge & Culvert Works (Structures with Spans > 3.0m)**

At the November 8, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-386/16) of PWES Report No. 48/16 titled "2016 Bridge and Culvert Needs Study (Structures with Spans > 3.0m)" that authorized Administration to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The 2016 Bridge and Culvert Needs Study (Structures with Spans > 3.0m) had identified three structures to be rehabilitated within a 1-5 year time frame.

- Bridge No.1004 (Pike Creek at 12th Concession Road): Cost of \$327,000
- Bridge No.1013 (Merrick Creek at 8th Concession Road): Cost of \$326,500
- Bridge No.1014 (Colchester Townline Drain at 6th Concession Road): Cost of \$347,500

It is proposed to carry out the engineering in 2018 and proceed with construction in 2019 in a combined tender package.

➤ **2018+: Culvert Works (Structures with Spans < 3.0m)**

The 2016 Culvert Needs Study (Structures with Spans < 3.0m) had identified two (2) structures to be replaced immediately; 10 structures to be rehabilitated or replaced within a 1-5 year timeframe; and three (3) structures to be rehabilitated or replaced within a 6-10 year timeframe. The recommended culvert works are as follows:

- 2018/2019 – Culvert No.54, Snake Lane Road (cost of \$449,000)
- 2019/2020 – Culvert No.53, Snake Lane Road (cost of \$458,000)
- 2020/2021 – Culvert No.42, Snake Lane Road (cost of \$196,000)
- 2021/2022 – Culvert No.70, 12th Concession Road (cost of \$144,000)

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- 2021/2022 – Culvert No.51, 8th Concession Road (cost of \$130,000)
- **2019: Roads Needs Study** (Cost of \$87,000)
 The purpose of the Roads Needs Study is to assess the existing road system in the Town of Tecumseh and to prepare a comprehensive plan for improving and maintaining the road system over the next 5 year period. Road reconstruction is closely coordinated with other infrastructure replacements such as sewer and water in order to achieve a level of cost saving. Initiatives such as these help to increase the customers level of service as well as reduce frequency of large scale construction activities. This is a key factor to achieving improvements while achieving overall benefits to the customer through the use of sound planning.
- **2019: Storm Pump Station Repairs (2019)** (Cost of \$256,100)
 The Town owns and operates eight (8) storm pump stations. The 2016 Pump & Metering Station Condition Assessment had identified 'Immediate Repairs' and '10 Year Repairs' for the storm pump stations. The proposed (2019) works consist of repairs at (i) West St. Louis Storm Pump Station, (ii) Lesperance Road Storm Pump Station, and (iii) (East St. Louis Storm Pump Station.
- **2019 – 2020: County Road 46 Sanitary Sewer Extension** (Cost of \$2,684,775, landowner recoveries to be calculated)
 The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along County Road 46 from 8th Concession Road to Webster Drive, as well as on Webster Drive (entire length). It is proposed to carry out the engineering in 2019, and proceed with construction in 2020. This project will be coordinated with the County's planned road rehabilitation for County Road 46.
 Estimated recoveries from landowners for the sanitary sewer would be \$959,850, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed (anticipated Spring 2017). Expected recoveries from the County of Essex for the CWATS paved shoulder would be \$119,600 (40% of paved shoulder costs). The project cost of \$2,684,775 includes \$455,000 for road reconstruction, \$232,025 for storm sewers, \$1,023,750 for sanitary sewers, \$675,000 for watermain, and \$299,000 for paved shoulders.
- **2019+: County of Essex (Initiated) Projects** (Town cost of \$4,008,300)
 The County of Essex has a number of planned projects in the upcoming years, where the Town is obligated to meet financial contributions through cost sharing arrangements. The Town is also planning on a number of infrastructure improvements as part of these projects. As the projects are more clearly defined in the years to come, Administration will continue to communicate and negotiate with the County as to the Town's exact contribution. These projects consist of the following:
 - County Road 11/South Talbot Road (2019, Town cost of \$556,000)
 The County is currently completing the design of a roundabout at the County Road 11/South Talbot Road intersection. Town's cost share to be negotiated.
 - County Road 42 & County Road 43 (2019-2024+, Town cost of \$2,906,500)
 As part of the County's 25-year capacity program, County Road 42 and County Road 43 road widenings have been identified to be completed within the next couple of years.

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The Town's costs consist of a cost share of traffic signal infrastructure and bike lanes, the installation of sidewalks, multi-use trails, watermains, and sanitary sewers.

- **Westlake Drive Extension (2019, cost of \$439,000)**
 The extension of Westlake Drive is a component of the County's planned advance construction works at the County Road 22/Lesperance Road intersection, the design details which continue to be the subject of discussion with the County. The Town will be seeking to install full municipal services (storm, sanitary, watermain), for which those cost will be full recovery from the lands within the Manning Road Secondary Plan Area.
- **County Road 19 (2021, Town cost of \$214,500)**
 The County is proposing advance construction works at the intersections of County Road 19/County Road 46 intersection and the County Road 19/County Road 34 intersection. The Town's costs are attributed to replacement of the existing watermains.

➤ **2020: Bridge Signage & Roadside Safety Improvements** (Cost of \$379,000)

A number of recent studies and condition assessments on the Town's bridges and culverts have identified areas of improvement for roadside safety. A total of two (2) bridge structures (Bridge Nos. 1010 and 2001), and five (5) culvert structures (Culvert Nos. 39, 57, 63, 64, and 69) will be addressed in one tender package for all of the works.

➤ **2020 – 2021: Delduca Drive Sanitary Sewer Extension** (Cost of \$2,187,000, landowner recoveries to be calculated)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along Delduca Drive. It is proposed to carry out the engineering and obtain the required easements in 2020, and proceed with construction in 2021.

Estimated recoveries from landowners for the sanitary sewer would be \$1,597,850, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed (anticipated Spring 2017). The project cost of \$2,187,000 includes \$760,000 for road reconstruction, \$468,000 for storm sewers, and \$959,000 for sanitary sewers.

➤ **2020+: West Tecumseh Trunk Sewer & Watermain from County Road 22 to CP Railway (WW-1A & W-1A) & Diversion Sewer South of CP Railway (WW-2)** (Cost of \$5,436,000)

The West Tecumseh Trunk Sewer (WW-1A) is proposed to provide direct servicing for new development lands within the Tecumseh Hamlet West Planning Area (north of the CP Railway), and will provide an outlet for existing and new growth south of CP Railway. Based on preliminary design, a 1200mm diameter sewer is required. In order to comply with the Wastewater Agreement between the City of Windsor and the Town of Tecumseh, a flow measurement facility will be required on this trunk sewer prior to discharging to the outlet sewer on County Road 22.

In order to alleviate system surcharges in the Lesperance Road trunk sewer between CP Railway and County Road 22, a new diversion sewer (WW-2) will be constructed through the Hydro corridor south of CP Railway from the West Tecumseh Trunk Sewer to the trunk sewer on St. Alphonse Avenue. All flows from the St. Alphonse sewer will be diverted to the new outlet.

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Total project cost estimate is \$5,436,000 with \$2,970,000 for WW-1A, \$1,553,000 for W-1A and \$913,000 for WW-2. It is proposed to complete the engineering in 2020, construction of WW-1A, W-1A and WW-2 to follow in subsequent years as funding becomes available.

➤ **2021 – 2022: Ure Street Sanitary Sewer Extension & Road Reconstruction** (Cost of \$1,587,000, landowner recoveries to be calculated)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along Ure Street from Deluca Drive to North Talbot Road. It is proposed to carry out the engineering in 2021 and proceed with construction in 2022.

Estimated recoveries from landowners for the sanitary sewer would be \$622,450, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed (anticipated Spring 2017). The project cost of \$1,587,000 includes \$509,000 for sanitary sewers, \$667,000 for road reconstruction, and \$411,000 for storm sewers.

➤ **2021 – 2022: Riverside Drive Sanitary Trunk Storage** (Cost of \$2,016,250)

In 2013 the Town completed a Class Environmental Assessment (EA) on the Sanitary Sewage Collection System in Wards 1 and 2. As part of the EA, there were a number of various solutions to address the problem of basement flooding and the lack of capacity in the sanitary sewage system to accommodate future growth. Two of the recommended solutions had already been implemented, that being the construction of the Lakewood Sanitary Pump Station, and the installation of the Lakewood Park Trunk Sewer. The next stage would be to replace the existing sanitary sewer on Riverside Drive (Kensington to Pentilly) with a large diameter storage pipe. Future consideration should be given to incorporate this project into any recommended storm sewer improvements identified as part of the Stormwater Master Plan along Riverside Drive in this location.

The project cost of \$2,016,250 includes \$1,375,000 for sanitary sewers, and \$641,250 for road reconstruction.

CONSULTATIONS

Financial Services
Planning & Building Services

FINANCIAL IMPLICATIONS

The total capital expenditures proposed for 2017 totals just over \$16.2 million with an additional \$34.9 million projected over the remaining four years of the five-year capital works plan. Details of expenditures by project and year are included in the tables.

Generally speaking funding for most projects is covered through lifecycle, grants and rates however the following categories are projected to be in deficit positions:

Bridges Lifecycle Reserve

The 2016 Culvert Needs Study (Structures with Spans < 3.0M) conducted a condition assessment of the culverts and prepared a comprehensive plan for improving and maintaining these structures.

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The study details a program including immediate, 1-5 Years and 6-10 Years requirements totalling \$5.9M in expenditures. The 2017 budget includes doubling the annual bridge lifecycle contribution from \$270,000 to \$540,000 over the 2017 to 2019 budget years. The new allocation will likely be sufficient on a long term basis but is not enough to fund the existing back log of works required over the next ten years. Based on current allocations the Bridges LC will be in a deficit of over \$2.0M by the end of 2021. Administration will consider options to offset the deficit including reallocating funds from the Road LC, borrowing, grants, increasing the annual allocation and stretching out the works over a longer period of time.

Storm Sewer Lifecycle Reserve

Reserve is expected to be in a deficit position until the 2021 year when it will be back in a surplus position.

This deficit is generally attributed to the added \$600,000 for a Stormwater Master Plan and the \$1.1M required for Manning Road/ETLD Drain Relocation – Phase 2 proposed for 2019. Discussion concerning enclosure of the East Towline Drain is contained below under the Drain LC section.

A major contributor to the deficit is that the Town has significantly enhanced storm infrastructure with funding coming from Storm Sewer LC whereas a portion of the funds should come from new infrastructure funds. Examples include Brighton and Manning Roads pump stations being enhanced, over what was previously in place, along with certain road projects in the St. Clair Beach and Oldcastle areas where the storm system is being enhanced. In the short term the deficits have been manageable using grants and additional funding provided by the Roads LC.

A Pump and Metering Stations condition assessment was completed in 2016. Preliminary results of the study indicate \$1.3M in work is required over the study period which would require an additional \$123,000 added to the existing \$820,000 allocation.

The Stormwater Master Plan will provide additional information on what is required on a go forward basis. The Plan will provide assistance in determining the proper annual allocation for replacing existing storm sewers as well as an allocation for new enhanced storm works that may be required.

For purposes of putting together this PWES Capital Plan, Administration has assumed that new sidewalk and CWATS projects would be funded by the Infrastructure Reserve. Neither the Sidewalk LC nor the Trail LC annual allocations of \$69,000 and \$50,000 respectively allow for any significant new infrastructure. Administration continues to work at refining estimates for new infrastructure requirements to be funded from the Infrastructure LC as well as other methods of financing. Additional analysis will be brought before Council as these works continue.

Administration has previously discussed with Council a capital prioritization process to be developed to assist in providing rationale for ranking of competing projects. The implementation of a ranking system may have an impact on the timing of projects included in the PWES Capital Works Plan.

Projected Lifecycle Reserve and Reserve Fund balances are provided in attached schedules.

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LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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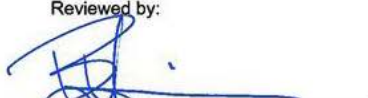
This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:



Phil Bartnik, P.Eng., PMP
Manager Engineering Services

Reviewed by:



Brian Hillman, MA, MCIP, RPP
Director Planning and Building Services

Reviewed by:



Dan Piescic, P.Eng.
Director Public Works & Environmental
Services

Reviewed by:



Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:



Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

1. 2017-2021 Public Works & Environmental Services Capital Works Plan
2. Road Lifecycle Funding Summary – November 25, 2016
3. Bridges Lifecycle Funding Summary – November 25, 2016
4. Sidewalk Lifecycle Funding Summary – November 25, 2016
5. Storm Sewer Lifecycle Funding Summary – November 25, 2016
6. Wastewater Sewers Reserve Fund Summary – November 25, 2016
7. Wastewater Facilities Reserve Fund Summary – November 25, 2016
8. Watermain Reserve Fund Summary – November 25, 2016
9. Water Facilities Reserve Fund Summary – November 25, 2016
10. Infrastructure Reserve Funding Summary – November 25, 2016

Revised August 24, 2015 (v. 1-2015)

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Attachment No. 1

		TOWN OF TECUMSEH Public Works & Environmental Services 2017 - 2021 Public Works & Environmental Services Capital Works Plan									
		Construction	Engineering	Contingency	Total	2016	2017	2018	2019	2020	2021
Roads	Paving	\$ 6,000,000	\$ -	\$ -	\$ 6,000,000	\$ 886,000	\$ 1,190,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
	LED Street Lights	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000	\$ 1,180,000	\$ -	\$ -	\$ -	\$ -	\$ -
	Trunk Street Upgrade/Maintenance	\$ 80,000	\$ 12,400	\$ -	\$ 92,400	\$ 103,700	\$ 41,200	\$ 140,300	\$ 62,500	\$ 168,000	\$ -
	Trunk Street Reconstruction (Levee/Reconstruction)	\$ 140,200	\$ 24,700	\$ -	\$ 164,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	PWES - Water Yield Asphalt Works	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ 20,000	\$ 30,200	\$ 63,100	\$ 47,000	\$ -	\$ -
	Teamwork Road CIP - Phase 1	\$ 6,101,600	\$ 1,297,001	\$ -	\$ 7,398,601	\$ 10,168,137	\$ 302,200	\$ 63,100	\$ 47,000	\$ -	\$ -
	Teamwork Road CIP - Phase 2	\$ 3,533,697	\$ 568,710	\$ 342,865	\$ 4,445,272	\$ 173,190	\$ 173,190	\$ 173,190	\$ 173,190	\$ 173,190	\$ 173,190
	Teamwork Road CIP - Phase 3	\$ 1,706,016	\$ 207,068	\$ 184,435	\$ 2,197,519	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000
	Teamwork Road CIP - Phase 4	\$ 2,006,000	\$ 316,884	\$ 180,542	\$ 2,503,426	\$ 65,100	\$ 65,100	\$ 65,100	\$ 65,100	\$ 65,100	\$ 65,100
	Teamwork Road CIP - Phase 5	\$ 348,500	\$ 316,884	\$ 180,542	\$ 845,926	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000	\$ 43,000
Water Services	Shower-Accom. Improvements - Phase 2	\$ 1,200,000	\$ 307,000	\$ 120,800	\$ 1,627,800	\$ 1,627,800	\$ -	\$ -	\$ -	\$ -	\$ -
	Shower-Accom. Improvements - Phase 3	\$ 1,200,000	\$ 307,000	\$ 120,800	\$ 1,627,800	\$ 1,627,800	\$ -	\$ -	\$ -	\$ -	\$ -
	Payable-Collection Sanitary Sewer	\$ 1,160,000	\$ 210,000	\$ 64,700	\$ 1,434,700	\$ 1,434,700	\$ -	\$ -	\$ -	\$ -	\$ -
	8th Concession Trunk Sanitary & Wastewater Ph1	\$ 1,160,000	\$ 194,440	\$ 64,700	\$ 1,419,140	\$ 1,419,140	\$ -	\$ -	\$ -	\$ -	\$ -
	8th Concession Trunk Sanitary & Wastewater Ph2	\$ 1,160,000	\$ 172,500	\$ 113,000	\$ 1,445,500	\$ 1,445,500	\$ -	\$ -	\$ -	\$ -	\$ -
	Manure Road/LD Drain Relocation - Phase 2	\$ 714,000	\$ 115,000	\$ 36,700	\$ 865,700	\$ 865,700	\$ -	\$ -	\$ -	\$ -	\$ -
	Manure Road/LD Drain Relocation - Phase 3	\$ 3,000,000	\$ 550,500	\$ 183,500	\$ 3,734,000	\$ 3,734,000	\$ -	\$ -	\$ -	\$ -	\$ -
	South Tabor Road Reconstruction	\$ 1,455,000	\$ 180,000	\$ 72,600	\$ 1,707,600	\$ 1,707,600	\$ -	\$ -	\$ -	\$ -	\$ -
	Road Drive Sanitary Sewer	\$ 870,000	\$ 168,000	\$ 43,500	\$ 1,081,500	\$ 1,081,500	\$ -	\$ -	\$ -	\$ -	\$ -
	Road Drive Sanitary Sewer	\$ 100,000	\$ 61,100	\$ 64,100	\$ 125,200	\$ 125,200	\$ -	\$ -	\$ -	\$ -	\$ -
Water Services	Road Drive Sanitary Sewer	\$ 300,000	\$ 52,000	\$ 62,300	\$ 414,300	\$ 414,300	\$ -	\$ -	\$ -	\$ -	\$ -
	County Road 40 Sanitary Sewer Extension (LRCP)	\$ 300,000	\$ 52,000	\$ 62,300	\$ 414,300	\$ 414,300	\$ -	\$ -	\$ -	\$ -	\$ -
	County Road 40 Sanitary Sewer Extension (LRCP)	\$ 300,000	\$ 52,000	\$ 62,300	\$ 414,300	\$ 414,300	\$ -	\$ -	\$ -	\$ -	\$ -
	Road Drive Sanitary Sewer	\$ 475,000	\$ 71,200	\$ 96,000	\$ 642,200	\$ 642,200	\$ -	\$ -	\$ -	\$ -	\$ -
	Road Drive Sanitary Sewer	\$ 533,000	\$ 80,100	\$ 53,400	\$ 666,500	\$ 666,500	\$ -	\$ -	\$ -	\$ -	\$ -
	Line Street Sanitary Sewer (LRCP)	\$ 50,000	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
Water Services	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
Water Services	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
Water Services	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -
	CR42 CR43 to Levee	\$ 80,000	\$ 92,400	\$ 61,600	\$ 234,000	\$ 234,000	\$ -	\$ -	\$ -	\$ -	\$ -

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Drinking Water Quality Management System
Water Services Operational Plan Version 7

Report #54/16
2017-2021 Public Works & Environmental Services – Capital Works Plan
November 21, 2016

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Attachment No. 1 (Cont'd)

Construction	Engineering	Contingency	TOTAL											
			2016	2017	2018	2019	2020	2021	2022	2023	2024	2025		
TOWN OF TUCUMCARI														
Public Works and Environmental Services Capital Works Plan														
2017 - 2021 Public Works & Environmental Services Capital Works Plan														
Bridge														
Bridge #1 at County Road 1 (County Road)			462,300											
Bridge #2 at 12th Concession Road (12th)			462,300											
Bridge #3 at 12th Concession Road (12th)			462,300											
Bridge #4 at 12th Concession Road (12th)			462,300											
Bridge #5 at 12th Concession Road (12th)			462,300											
Bridge #6 at 12th Concession Road (12th)			462,300											
Bridge #7 at 12th Concession Road (12th)			462,300											
Bridge #8 at 12th Concession Road (12th)			462,300											
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Bridge #10 at 12th Concession Road (12th)			462,300											
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Bridge #15 at 12th Concession Road (12th)			462,300											
Bridge #16 at 12th Concession Road (12th)			462,300											
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Bridge #18 at 12th Concession Road (12th)			462,300											
Bridge #19 at 12th Concession Road (12th)			462,300											
Bridge #20 at 12th Concession Road (12th)			462,300											
Bridge #21 at 12th Concession Road (12th)			462,300											
Bridge #22 at 12th Concession Road (12th)			462,300											
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Bridge #144 at 12th Concession Road (12th)			462,300	</										

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Drinking Water Quality Management System
Water Services Operational Plan Version 7

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Drinking Water Quality Management System
 Water Services Operational Plan Version 7

Report #54/16
 2017-2021 Public Works & Environmental Services – Capital Works Plan
 November 21, 2016

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Attachment No. 1 (Cont'd)

TOWN OF TECUMSEH Public Works & Environmental Services 2017 - 2021 Public Works & Environmental Services Capital Works Plan									
Construction	Engineering	Contingency	Total	2016	2017	2018	2019	2020	2021
\$ 1,734,300	\$ 275,000	\$ 66,720	\$ 2,076,020	\$ -	\$ 100,000	\$ -	\$ 1,981,000	\$ -	\$ -
\$ 1,734,300	\$ 275,000	\$ 66,720	\$ 2,076,020	\$ -	\$ 100,000	\$ -	\$ 1,981,000	\$ -	\$ -
TOTAL	\$ 77,484,280	\$ 12,498,246	\$ 89,982,526	\$ 10,870,635	\$ 10,289,874	\$ 7,097,500	\$ 11,697,075	\$ 8,698,750	\$ 6,442,275

MAJOR PROJECTS SUMMARY									
Oudeville - North Twp - Sanitary Area									
Dunlop/Cole Sanitary Sewer	\$ 2,240,000	\$ 296,000	\$ 112,000	\$ 2,647,000	\$ 3,545,000	\$ -	\$ -	\$ -	\$ -
Parkland/Coleman Sanitary Sewer	\$ 3,178,000	\$ 478,500	\$ 159,000	\$ 3,815,500	\$ 220,000	\$ 3,595,500	\$ -	\$ -	\$ -
Road Drive Sanitary Sewer	\$ 2,180,000	\$ 397,500	\$ 114,000	\$ 2,691,500	\$ 160,000	\$ 2,480,000	\$ -	\$ -	\$ -
County Road 11 (North) Sanitary Sewer	\$ 1,582,000	\$ 272,500	\$ 88,000	\$ 1,942,500	\$ 50,000	\$ 1,892,500	\$ -	\$ -	\$ -
County Road 11 (South) Sanitary Sewer	\$ 1,582,000	\$ 272,500	\$ 88,000	\$ 1,942,500	\$ 50,000	\$ 1,892,500	\$ -	\$ -	\$ -
County Road 11 (East) Sanitary Sewer	\$ 180,000	\$ 28,500	\$ 10,000	\$ 218,500	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 10,870,635	\$ 1,063,000	\$ 354,000	\$ 12,287,635	\$ 3,965,500	\$ 5,321,500	\$ -	\$ -	\$ -
Oudeville - 8th Concession - Sanitary Area									
8th Concession Trunk Sanitary & Wastewater Ph1	\$ 3,540,000	\$ 565,400	\$ 187,000	\$ 4,292,400	\$ 160,400	\$ 4,132,000	\$ -	\$ -	\$ -
8th Concession Trunk Sanitary & Wastewater Ph2	\$ 2,780,000	\$ 417,000	\$ 278,000	\$ 3,475,000	\$ 124,400	\$ 3,350,600	\$ -	\$ -	\$ -
8th Concession Lane Sanitary Branch	\$ 220,000	\$ 37,500	\$ 25,000	\$ 282,500	\$ -	\$ -	\$ -	\$ -	\$ -
8th Concession Lane Sanitary Branch	\$ 220,000	\$ 37,500	\$ 25,000	\$ 282,500	\$ -	\$ -	\$ -	\$ -	\$ -
Dakota Drive Sanitary Sewer (LRCP)	\$ 1,709,000	\$ 306,500	\$ 171,000	\$ 2,186,500	\$ -	\$ -	\$ -	\$ -	\$ -
Line Street Sanitary Sewer (LRCP)	\$ 1,270,000	\$ 190,500	\$ 127,000	\$ 1,587,500	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Sanitary Sewer (LRCP)	\$ 1,459,100	\$ 220,300	\$ 104,400	\$ 1,783,800	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,518,100	\$ 1,768,700	\$ 554,400	\$ 13,841,200	\$ 284,800	\$ 3,575,600	\$ -	\$ -	\$ -
St. Clair Beach Area									
Manning Road/LD Drain Reconstruction - Phase 2	\$ 4,042,100	\$ 646,000	\$ 202,800	\$ 4,890,900	\$ 280,000	\$ 4,610,900	\$ -	\$ -	\$ -
Manning Road - Road Reconstruction - Phase 3	\$ 3,689,000	\$ 560,350	\$ 183,400	\$ 4,432,750	\$ 180,000	\$ 4,252,750	\$ -	\$ -	\$ -
Riverdale Drive Sanitary Trunk Storage	\$ 1,575,000	\$ 230,250	\$ 205,000	\$ 2,010,250	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 9,306,100	\$ 1,436,600	\$ 391,200	\$ 11,133,900	\$ 460,000	\$ 4,282,650	\$ -	\$ -	\$ -
County of Essex (Initiated) Projects									
Phase 1 at County Road 2 (County Project)	\$ 186,500	\$ -	\$ -	\$ 186,500	\$ 165,500	\$ -	\$ -	\$ -	\$ -
CR11 - Hwy 401 to HWY 107 (CR11 Work)	\$ 32,000	\$ 11,300	\$ 33,300	\$ 76,300	\$ -	\$ -	\$ -	\$ -	\$ -
CR11 - Hwy 401 to HWY 107 (CR11 Work)	\$ 20,000	\$ -	\$ 3,000	\$ 23,000	\$ -	\$ -	\$ -	\$ -	\$ -
CR11 - Hwy 401 to HWY 107 (CR11 Work)	\$ 254,000	\$ 38,000	\$ 39,000	\$ 331,000	\$ 332,000	\$ -	\$ -	\$ -	\$ -
County Rd. 11 (South) Trunk Roadside	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
County Rd. 11 (South) Trunk Roadside	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Westlake Drive - Sew. Sph. Work	\$ 337,000	\$ 50,750	\$ 25,000	\$ 412,750	\$ -	\$ -	\$ -	\$ -	\$ -
CR42 / CR19 Roundabout	\$ 257,000	\$ 30,000	\$ 25,000	\$ 312,000	\$ -	\$ -	\$ -	\$ -	\$ -
CR42 / CR19 Roundabout	\$ 1,335,500	\$ 138,000	\$ 102,000	\$ 1,575,500	\$ -	\$ -	\$ -	\$ -	\$ -
CR19 @ CR42 Intersection Construction	\$ 125,000	\$ 18,750	\$ 18,750	\$ 162,500	\$ -	\$ -	\$ -	\$ -	\$ -
CR19 @ CR42 Intersection Construction	\$ 125,000	\$ 18,750	\$ 18,750	\$ 162,500	\$ -	\$ -	\$ -	\$ -	\$ -
CR43 - Burnham Drive (Multi-Use Trail)	\$ 280,000	\$ 54,000	\$ 43,500	\$ 377,500	\$ -	\$ -	\$ -	\$ -	\$ -
CR42 - Lepperton to CR19	\$ 464,200	\$ 54,000	\$ 43,500	\$ 561,700	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 4,042,100	\$ 646,000	\$ 202,800	\$ 4,890,900	\$ 280,000	\$ 4,610,900	\$ -	\$ -	\$ -

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Attachment No. 2

Road Lifecycle (1500) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$5,566,000	\$4,866,300	\$5,360,550	\$4,751,500	\$3,917,200
Budget Allocation	\$4,160,000	\$4,160,000	\$4,160,000	\$4,160,000	\$4,160,000
Grants					
County Connecting Link Agreement				\$755,000	
Funds Available	\$9,726,000	\$9,026,300	\$9,520,550	\$9,666,500	\$8,077,200
Committed					
IT GIS Tech % share	\$23,900	\$24,400	\$24,900	\$25,400	\$25,900
Balance Committed	\$23,900	\$24,400	\$24,900	\$25,400	\$25,900
Balance Uncommitted	\$9,702,100	\$9,001,900	\$9,495,650	\$9,641,100	\$8,051,300
Proposed					
Asphalt paving	\$1,160,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Traffic Signal Upgrades/Maintenance				\$62,500	
Traffic Signal Reconstruct (Riverside/Lesperance)	\$140,300				
Traffic Signal Reconstruct (Lesperance/McNorton)				\$165,000	
Tecumseh Road CIP Ph 1	\$93,100				
Tecumseh Road CIP Phase 2	\$47,000				
Pulleyblank-Crowder-Moro (Sanitary Sewer)	\$1,480,600				
8th Concession Sanitary Trunk & Watermain	\$1,337,300				
County Road 19/Jamsyl Drive Intersection	\$75,000				
Manning Road - Phase 2 - Drain Relocation	\$50,000		\$814,700		
Manning Road - Phase 2 - Drain Relocation (Tran	\$105,000		\$1,991,000		
Manning Road - Phase 3 - Road Reconstruction	\$180,000			\$4,222,900	
South Talbot Road Reconstruction	\$90,000	\$1,617,800			
Rossi Drive (Sanitary Sewer)	\$77,500	\$991,500			
Sylvester Drive (Sanitary Sewer)		\$32,050	\$523,950		
County Road #11/South Talbot Roundabout			\$100,000		
Roads Needs Study			\$87,000		
County Road #46 Sanitary Sewer Extension (LRPCP)			\$227,500	\$227,500	
Delduca Drive (Sanitary Sewer LRPCP)				\$46,000	\$714,000
Riverside Drive Trunk Storage					\$35,625
Ure Street (Sanitary Sewer LRPCP)					\$40,000
CR42: CR43 to Lesperance					\$50,000
Balance Proposed	\$4,835,800	\$3,641,350	\$4,744,150	\$5,723,900	\$1,839,625
Balance Available	\$4,866,300	\$5,360,550	\$4,751,500	\$3,917,200	\$6,211,675

Notes:

1) General allowance for asphaltting

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Attachment No. 3

Bridges Lifecycle (1660) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$208,000	\$ (314,000)	\$ (809,000)	\$ (2,046,500)	\$ (2,368,500)
Budget Allocation	\$ 390,000	\$ 440,000	\$ 540,000	\$ 540,000	\$ 540,000
Grant					
Funds Available	\$ 598,000	\$ 126,000	\$ (269,000)	\$ (1,506,500)	\$ (1,828,500)
Committed					
Balance Committed	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 598,000	\$ 126,000	\$ (269,000)	\$ (1,506,500)	\$ (1,828,500)
Proposed					
Bridge/Culvert Needs Study (>3m)		\$ 40,000		\$ 40,000	
Culvert #1: Riverside Drive	\$ 12,000				
Culvert #7: Desro Drive (CR19 Works)	\$ 23,000				
Culvert #8: Jamsyl Drive (CR19 Works)	\$ 332,000				
Culvert #58: 10th Concession	\$ 120,000				
Culvert #60: 10th Concession	\$ 125,000				
Culvert #62: 10th Concession	\$ 125,000				
Culvert #67: 11th Concession	\$ 115,000				
Culvert #46: South Talbot Road	\$ 40,000	\$ 450,000			
Culvert #47: South Talbot Road	\$ 20,000	\$ 225,000			
Culvert #35: Rossi Drive		\$ 65,000			
Sullivan Creek at 12th Concession (1004)		\$ 43,000	\$ 284,000		
Townline Road Drain at 6th Conc Rd (1014)		\$ 43,000	\$ 304,500		
Merrick Creek at 8th Concession (1013)		\$ 43,000	\$ 283,500		
Culvert #54: Snake Lane		\$ 26,000	\$ 423,000		
Culvert #45: South Talbot (CR11/STR Works)			\$ 456,000		
Culvert #53: Snake Lane			\$ 26,500	\$ 431,500	
Roadside Safety Improvements - Bridge #1010				\$ 68,000	
Roadside Safety Improvements - Bridge #2001				\$ 41,000	
Roadside Safety Improvements - Culvert #69				\$ 54,000	
Roadside Safety Improvements - Culvert #64				\$ 54,000	
Roadside Safety Improvements - Culvert #63				\$ 54,000	
Roadside Safety Improvements - Culvert #39				\$ 54,000	
Roadside Safety Improvements - Culvert #57				\$ 54,000	
Culvert #42: Snake Lane Road				\$ 11,500	\$ 184,500
Culvert #70: 12th Concession					\$ 8,500
Culvert #51: 8th Concession					\$ 7,500
Balance Proposed	\$ 912,000	\$ 935,000	\$ 1,777,500	\$ 862,000	\$ 200,500
Balance Available	\$ (314,000)	\$ (809,000)	\$ (2,046,500)	\$ (2,368,500)	\$ (2,029,000)

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Attachment No. 4

Sidewalk Lifecycle (1550) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$174,000	\$179,000	\$184,000	\$189,000	\$194,000
Budget Allocation	\$74,000	\$74,000	\$74,000	\$74,000	\$74,000
Funds Available	\$248,000	\$253,000	\$258,000	\$263,000	\$268,000
Committed					
Balance Committed	\$0	\$0	\$0	\$0	\$0
Balance Uncommitted	\$248,000	\$253,000	\$258,000	\$263,000	\$268,000
Proposed					
Sidewalk repair program 1)	\$69,000	\$69,000	\$69,000	\$69,000	\$69,000
Balance Proposed	\$69,000	\$69,000	\$69,000	\$69,000	\$69,000
Balance Available	\$179,000	\$184,000	\$189,000	\$194,000	\$199,000

Notes:

1) General allowance

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Attachment No. 5					
Storm Sewer Lifecycle (1650) Funding Summary - November 25, 2016					
	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$368,000	(\$275,900)	(\$132,900)	(\$803,600)	(\$210,225)
Budget Allocation	\$820,000	\$830,000	\$840,000	\$840,000	\$840,000
Funds Available	\$1,188,000	\$554,100	\$707,100	\$36,400	\$629,775
Committed					
Gouin St. Storm Sewer		\$200,000			
Balance Committed	\$0	\$200,000	\$0	\$0	\$0
Balance Uncommitted	\$1,188,000	\$354,100	\$707,100	\$36,400	\$629,775
Proposed					
Tecumseh Road CIP Phase 1	\$10,000				
Tecumseh Road CIP Phase 2	\$10,000				
Pulleyblank-Crowder-Moro (Sanitary Sewer)	\$748,900				
Stormwater Master Plan	\$600,000				
Rossi Drive	\$35,000	\$487,000			
Manning Road/ETLD Drain Relocation - Phase 2	\$60,000		\$1,085,200		
West St. Louis Storm PS Repairs			\$66,300		
Lesperance Road Storm PS Repairs			\$105,300		
East St. Louis Storm PS Repairs			\$84,500		
Westlake Drive - Sanitary/Storm/Water			\$156,000		
County /Road 46 Sanitary Extension (LRPCP)			\$13,400	\$218,625	
Delduca Drive (LRPCP)				\$28,000	\$440,000
Ure Street (Sanitary LRPCP)					\$25,000
Balance Proposed	\$1,463,900	\$487,000	\$1,510,700	\$246,625	\$465,000
Balance Available	(\$275,900)	(\$132,900)	(\$803,600)	(\$210,225)	\$164,775
Notes:					

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Attachment No. 6

Wastewater Sewers Reserve Fund (2550) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$177,678	\$1,538,251	\$2,425,674	\$2,475,806	\$3,609,832
Estimated Allocation	\$1,311,488	\$1,423,008	\$1,498,927	\$1,608,801	\$1,780,614
Estimated Interest	\$17,300	\$35,000	\$55,000	\$56,000	\$81,000
Development Charges	\$530,800	\$100,000	\$100,000	\$100,000	\$100,000
Capital Sewer Charges	\$3,678,350	\$292,965	\$1,298,880	\$959,850	\$1,597,850
Ontario Community Infrastructure Fund	\$1,300,091				
Canada Water Wastewater Fund	\$1,678,368				
Transfer from Wastewater Facilities RF	\$0	\$0	\$0	\$0	\$0
Funds Available	\$8,694,075	\$3,389,224	\$5,378,481	\$5,200,457	\$7,169,296
Committed					
Debt payments - Lakewood Pump Station	\$200,000	\$200,000	\$200,000	\$100,000	
Debt payments - 2012 Non-DC debt	\$56,600	\$56,600	\$56,600	\$56,600	\$56,600
IT GIS Tech % share	\$23,800	\$24,300	\$24,800	\$25,300	\$25,800
Balance Committed	\$280,400	\$280,900	\$281,400	\$181,900	\$82,400
Balance Uncommitted	\$8,413,675	\$3,108,324	\$5,097,081	\$5,018,557	\$7,086,896
Proposed					
Tec Rd CIP Phase 1	\$5,400				
Tec Rd CIP Phase 2	\$3,000				
Pulleyblank-Crowder-Moro (Sanitary Sewer)	\$874,500				
8th C Trunk Sanitary/Water	\$2,167,200				
Sanitary Sewer Rehabilitation (I&I Removal)	\$3,637,824				
Manning Rd/ETLD Relocation - Phase 2	\$20,000		\$308,500		
Rossi Drive	\$42,500	\$593,500			
County Road 11 (Walker Road)	\$125,000	\$50,000	\$1,466,000		
Sylvestre Drive Sanitary Extension (Note 1)		\$20,400	\$319,600		
8th Concession - Laval Sanitary Branch		\$18,750	\$293,750		
Westlake Drive - Sanitary, Storm, Water			\$172,000		
CR#46 Sanitary Sewer Extension (LRPCP)			\$61,425	\$962,325	
CR#42/CR#19 Roundabout- Water & Sanitary				\$18,800	
West Tecumseh Trunk (WW-1A)				\$220,000	
Diversion Sewers Intersection Road (WW-2)				\$67,600	
Delduca Drive (LRPCP) (Note 1)				\$140,000	\$819,000
CR# 42: CR#43 to Lesperance - Sanitary					\$1,150,000
Riverside Drive Sanitary Trunk Storage					\$82,500
Ure Street (LRPCP) (Note 1)					\$31,000
Total Proposed	\$6,875,424	\$682,650	\$2,621,275	\$1,408,725	\$2,082,500
Balance Available	\$1,538,251	\$2,425,674	\$2,475,806	\$3,609,832	\$5,004,396

Notes:

- 1) Landowner recoveries still to be calculated

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Attachment No. 7

Wastewater Facilities (2560) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$691,000	\$952,500	\$1,025,000	\$1,448,000	\$1,881,000
Estimated Allocation	\$350,000	\$350,000	\$400,000	\$400,000	\$400,000
Estimated Interest	\$15,500	\$21,000	\$23,000	\$33,000	\$42,000
Reallocate to Wastewater Sewers RF	\$0	\$0	\$0	\$0	\$0
Funds Available	\$1,056,500	\$1,323,500	\$1,448,000	\$1,881,000	\$2,323,000
Committed					
Balance Committed	\$0	\$0	\$0	\$0	\$0
Balance Uncommitted	\$1,056,500	\$1,323,500	\$1,448,000	\$1,881,000	\$2,323,000
Proposed					
Cedarwood Sanitary PS Repairs	\$70,000	\$298,500			
Sylvestre Sanitary PS Repairs	\$15,000				
St. Alphonse Sanitary PS Repairs	\$3,000				
Cedarwood Sanitary Meter # 1 Repairs	\$5,000				
NTR Sanitary Flume, Meter # 4 Repairs	\$6,500				
8th Concession Flume, Meter # 5 Repairs	\$4,500				
Total Proposed	\$104,000	\$298,500	\$0	\$0	\$0
Balance Available	\$952,500	\$1,025,000	\$1,448,000	\$1,881,000	\$2,323,000

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Attachment No. 8

Watermain Reserve Fund (2520) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$2,403,000	\$2,242,095	\$2,957,570	\$4,070,538	\$5,031,648
Estimated Allocation	\$1,598,195	\$1,673,875	\$1,748,668	\$1,933,510	\$2,041,773
Estimated Interest	\$54,100	\$50,000	\$67,000	\$92,000	\$113,000
Development Charges	\$186,700	\$30,000	\$30,000	\$30,000	\$30,000
Transfer from Water Facilities RF	\$0	\$0	\$0	\$0	\$0
Funds Available	\$4,241,995	\$3,995,970	\$4,803,238	\$6,126,048	\$7,216,421
Committed					
Tools	\$10,000	\$26,500	\$27,100	\$27,600	\$ 28,200
Meters	\$45,000	\$10,600	\$10,800	\$11,000	\$ 11,300
Automated meter readers	\$40,000				
IT GIS Tech % share	\$23,800	\$24,300	\$24,800	\$25,300	\$25,800
Balance Committed	\$118,800	\$61,400	\$62,700	\$63,900	\$65,300
Balance Uncommitted	\$4,123,195	\$3,934,570	\$4,740,538	\$6,062,148	\$7,151,121
Proposed					
Mack Court Watermain replace	\$70,000				
Lacasse Park Watermain replace	\$110,000				
Tec Rd CIP Phase 1	\$28,000				
Tec Rd CIP Phase 2	\$16,000				
Pulleyblank-Crowder-Moro (SS)	\$491,600				
8th Concession Trunk Sanitary/Water	\$1,037,500				
Tecumseh Rd Watermain abandonment	\$72,000				
Manning Road/ETLD Drain Relocation - Ph2			\$25,000		\$430,500
Ross Drive	\$25,000	\$356,000			
County Road 11 (Walker Road)	\$6,000		\$88,000		
Anode Protection Program		\$375,000			
Hwy # 3 Watermain Replacement		\$206,000			
Alden Crescent Watermain replace		\$40,000			
Westlake Drive - San, Storm, Water			\$111,000		
CR # 46 Sanitary Sewer Ext (LRPCP)			\$40,500	\$634,500	
CR#42/CR#19 Roundabout- Water & Sanitary				\$281,000	
West Tecumseh Trunk Watermain (W-1A)				\$115,000	
CR#19@CR#46 Advanced Construction					\$ 162,500
CR#19@CR#34 Advanced Construction					\$ 52,000
Total Proposed	\$1,881,100	\$977,000	\$670,000	\$1,030,500	\$214,500
Balance Available	\$2,242,095	\$2,957,570	\$4,070,538	\$5,031,648	\$6,936,621

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Attachment No. 9

Water Facilities Reserve Fund (2530) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$6,744,000	\$6,845,700	\$7,131,000	\$7,444,800	\$7,790,100
Estimated Allocation	\$85,000	\$107,000	\$129,000	\$152,000	\$175,000
Estimated Interest	\$151,700	\$178,300	\$184,800	\$193,300	\$200,800
Transfer to Watermain RF	\$0	\$0	\$0	\$0	\$0
Funds Available	\$6,980,700	\$7,131,000	\$7,444,800	\$7,790,100	\$8,165,900
Committed					
Balance Committed	\$0	\$0	\$0	\$0	\$0
Balance Uncommitted	\$6,980,700	\$7,131,000	\$7,444,800	\$7,790,100	\$8,165,900
Proposed					
Water Metering Facilities Repairs	\$85,000				
Environmental Building Roof Replacement	\$50,000				
Total Proposed	\$135,000	\$0	\$0	\$0	\$0
Balance Available	\$6,845,700	\$7,131,000	\$7,444,800	\$7,790,100	\$8,165,900

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Attachment No. 10

Infrastructure Reserve (1085) Funding Summary - November 25, 2016

	2017	2018	2019	2020	2021
Reserve Balance Start of Year	\$2,025,000	\$2,997,540	\$3,579,040	\$4,811,130	\$6,000,230
Budget Allocation - New Infrastructure Levy	\$1,100,000	\$1,200,000	\$1,300,000	\$1,300,000	\$1,300,000
DC - repayments	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Tecumseh Baseball re scoreboard	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
GenSet Revenues	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
CWATS			\$108,040	\$119,600	
Funds Available	\$3,213,500	\$4,286,040	\$5,075,580	\$6,319,230	\$7,388,730
Committed					
Intensity Duration Frequency Curve Study	\$10,000				
Official Plan	\$22,500				
Tecumseh Hamlet Secondary Plan	\$37,000				
Multi-use Sportsplex Study	\$22,810				
Sportsplex - further development of plan	\$50,000				
Balance Committed	\$142,310	\$0	\$0	\$0	\$0
Balance Uncommitted	\$3,071,190	\$4,286,040	\$5,075,580	\$6,319,230	\$7,388,730
Proposed					
Sidewalks CR42/CR19 Roundabout				\$19,000	
Sidewalks CR42 - CR43 to Lesperance					\$362,000
CWATS: CR11 - Hwy 401 to NTR (Multi-Use Trail)	\$5,650		\$264,450		
CWATS: CR42/CR19 Roundabout (Bike Lanes)				\$1,000	
CWATS: Hwy 401 to 9th C (Paved Shoulder)				\$299,000	
CWATS: CR42 - CR43 to Lesperance (Bike Lanes)					
CWATS: CR43 - Barwell Diversions (Multi-Use Lanes)					
Riverside Dr. Trail	\$68,000	\$707,000			
Balance Proposed	\$73,650	\$707,000	\$264,450	\$319,000	\$717,300
Balance Available	\$2,997,540	\$3,579,040	\$4,811,130	\$6,000,230	\$6,671,430

Notes:

Town's share of DC projects
CWATS
Trails and Pathways
Parks Master Plan projects
Town Hall expansion
Town share of Road & Storm system expansions



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 11/17

TO: Mayor and Members of Council

FROM: Sam Paglia, P.Eng., Drainage Superintendent

DATE OF REPORT: February 16, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: West Branch Delisle Drain – Tribunal Decision

RECOMMENDATIONS

It is recommended that:

1. The Drainage Report and specifications for the West Branch Delisle Drain as prepared by Mr. Gerald Rood, P.Eng., of Rood Engineering Inc., dated April 28, 2016, as amended to reflect the Tribunal decision to revise the original Schedule of Assessment subsequent to an appeal by Charles McLean and Carol McKeegan, under section 54(1) of the *Drainage Act* (amended Drainage Report) be received; and that
2. Third and final reading be given to By-law No. 2016-49 to adopt the amended Drainage Report.

BACKGROUND

In February 2014, the Town appointed Rood Engineering Inc. to prepare a report addressing the repair of and improvements to the West Branch Delisle Drain under Section 78 of the *Drainage Act* (Motion: RCM-14/14). As part of the report, the Engineer was required to develop an assessment schedule to apportion the costs of the repairs, improvements, incidentals and allowances. The assessment schedule prepared in the 1970 Report by C.G.R. Armstrong (the most recent by-law) required updating given that there were land use changes and severances, updated specifications to reflect current methods and materials and other repairs and improvements along the subject municipal drain between 1970 and 2016.

A Public Meeting of Council was held on June 28, 2016, with the affected landowners regarding the works set out in the Drainage Report for the West Branch Delisle Drain as prepared by Mr. Gerald Rood, P.Eng. of Rood Engineering Inc. dated April 28, 2016 (Drainage Report). First and second readings were subsequently given to By-law No. 2016-49, provisionally adopting the Drainage Report.

In accordance with Section 46(1) of the *Drainage Act*, the Court of Revision was held on July 26, 2016. A revised assessment schedule was produced by the Engineer to reflect proposed severances within the watershed, by Charles McLean and Carol McKeegan, which was attached to the Notice of the Court of Revision. The revised assessment schedule was approved by the Court of Revision.

COMMENTS

Proceedings

Charles McLean and Carol McKeegan filed an appeal to the Tribunal in accordance with section 45(2) of the *Drainage Act*. They challenged certain revisions to the assessments made by Gerard Rood, P.Eng. (the Engineer) approved by the Court of Revision. The revisions to the assessments were initiated as a result of property severance applications by Charles McLean and Carol McKeegan, and approved with conditions, by the Committee of Adjustment.

Notice of Hearing, dated October 24, 2016, was sent from the Tribunal Coordinator to landowners within the drainage area of the West Delisle Drain.

The Agriculture, Food and Rural Affairs Appeal Tribunal (Tribunal) held the hearing in Tecumseh in Council Chambers on November 21, 2016.

Overview

The Engineer explained at the Tribunal that when the Town was considering the Drainage Report, two proposed land severances were also under consideration. The two severances related to property roll number 460-00600, a 50.87 acre property owned by the Appellants, Charles McLean and Carol McKeegan.

The Town directed the Engineer to revise the assessment schedule in the Drainage Report to reflect the two proposed land severances detailed below:

1. The potential new lot, a 0.96 acre lot from the southern portion of the McLean/McKeegan property fronting South Talbot Road and adjacent the Dawson Drain (referred to as the Spidalieri/Broadfoot property);
2. The enlarged property created by severing 0.69 acres from the McLean/McKeegan property and adding it to the existing property owned by Michael and Deborah Bissonette, located at the south-western limit of the McLean/McKeegan property adjacent to South Talbot Road.

The Engineer explained that the revised assessment schedule was achieved by re-calculating the outlet flows associated the severed lots and then re-apportioning the estimated costs of the project (\$177,000) across the entire West Branch Delisle Drain. Meaning, the Engineer increased the assessments on the severed lots by \$662, thereby creating a comparable reduction over the balance of the lands assessed on the drain. The Engineer apportioned that reduction of \$662 on a pro-rated basis across all of the other lands assessed on the West Branch Delisle Drain. That reapportionment resulted in a reduction in the McLean/McKeegan assessment of \$54.

McLean/McKeegan appealed, challenging that the Engineer's revised assessment schedule and the corresponding assessment reduction to their property was not fair and was not reasonable.

Findings and Analysis

The Tribunal set out to determine whether the Engineer's revised assessment schedule was fair and reasonable in the circumstances of this appeal. The Tribunal stated the following:

"One of the hallmarks of fairness is openness and transparency. However, parts of the Engineer's revised assessment approach could not be explained and parts of the Engineer's revised assessment outcome produced anomalous results. As a result, the Tribunal finds that the revised assessment of the McLean/McKeegan property was not fair and therefore will not be adjusted."

Schedule of Assessment

The Schedule of Assessment contained in the Drainage Report, was confirmed by the Tribunal subject to the changes/re-balancing of assessments among the three properties that were subject of the recent land severances.

Property Owners	Original Engineer's Assessment		Tribunal Assessment Changes		Difference
McLean/McKeegan Roll No. 460-00600	Benefit	\$7,562.00	Benefit	\$7,350.00	\$212.00
	Outlet Liability	\$4,406.00	Outlet Liability	\$3,899.00	\$561.00
	Total Assessment	\$11,608.00	Total Assessment	\$11,249.00	\$359.00
Bissonnette Roll No. 460-00690	Benefit	\$152.00	Benefit	\$364.00	-\$212.00
	Outlet Liability	\$53.00	Outlet Liability	\$107.00	-\$54.00
	Total Assessment	\$205.00	Total Assessment	\$471.00	-\$266.00
Spidalieri/Broadfoot Roll No. 460-006??	Benefit		Benefit	0.00	\$0.00
	Outlet Liability		Outlet Liability	\$93.00	-\$54.00
	Total Assessment		Total Assessment	\$93.00	-\$93.00

Legislation

Decision final

101. In any application, appeal or reference under sections 8, 10, 48, 49, 50, 54, 64, 65, 66 and 75 the decision of the Tribunal is final. R.S.O. 1990, c. D.17, s. 101; 2006, c. 19, Sched. A, s. 6 (1).

Jurisdiction of referee

(2) Subject to section 101, the referee has jurisdiction to hear appeals from any decision or order of the Tribunal and for such purpose may make any order that the Tribunal might have made and may substitute his or her opinion for that of the Tribunal. R.S.O. 1990, c. D.17, s. 106 (2); 2006, c. 19, Sched. A, s. 6 (1).

Review by Tribunal

72. (1) The council of the local municipality, within forty days after the engineer's account is presented to the clerk of the municipality, may, on notice to the engineer, apply to the Tribunal, which shall review the account and make any alteration it considers just. R.S.O. 1990, c. D.17, s. 72 (1); 2006, c. 19, Sched. A, s. 6 (7).

Appeal to referee

(2) Where the account as confirmed or altered by the Tribunal exceeds \$1,000, either party may, on notice to the other party, appeal the decision of the Tribunal to the referee, whose decision is final. R.S.O. 1990, c. D.17, s. 72 (2); 2006, c. 19, Sched. A, s. 6 (1).

Administration recommends that the Town accept decision of the Tribunal and not appeal to the Referee.

Recommendations

Administration therefore recommends that:

1. The Drainage Report and specifications for the West Branch Delisle Drain as prepared by Mr. Gerald Rood, P.Eng., of Rood Engineering Inc., dated April 28, 2016 (Drainage Report), as amended to reflect the Tribunal decision to revise the original Schedule of Assessment subsequent to an appeal by Charles McLean and Carol McKeegan, under section 54(1) of the *Drainage Act*, be received; and that
2. Third and final reading of By-law No. 2016-49 to adopt the Drainage Report for the West Branch Delisle Drain.

CONSULTATIONS

Rood Engineering Inc.
Director Corporate Services & Clerk

FINANCIAL IMPLICATIONS

There are no financial implications to the Town arising from this report.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Reviewed by:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Sam Paglia, P.Eng.
Drainage Superintendent

Reviewed by:

Reviewed by:

Phil Bartnik, P.Eng., PMP
Manager Engineering Services

Dan Piescic, P.Eng.
Director, Public Works & Environmental
Services

Reviewed by:

Laura Moy, Dipl. M.M., III HR Professional
Director Corporate Services & Clerk

Recommended by:

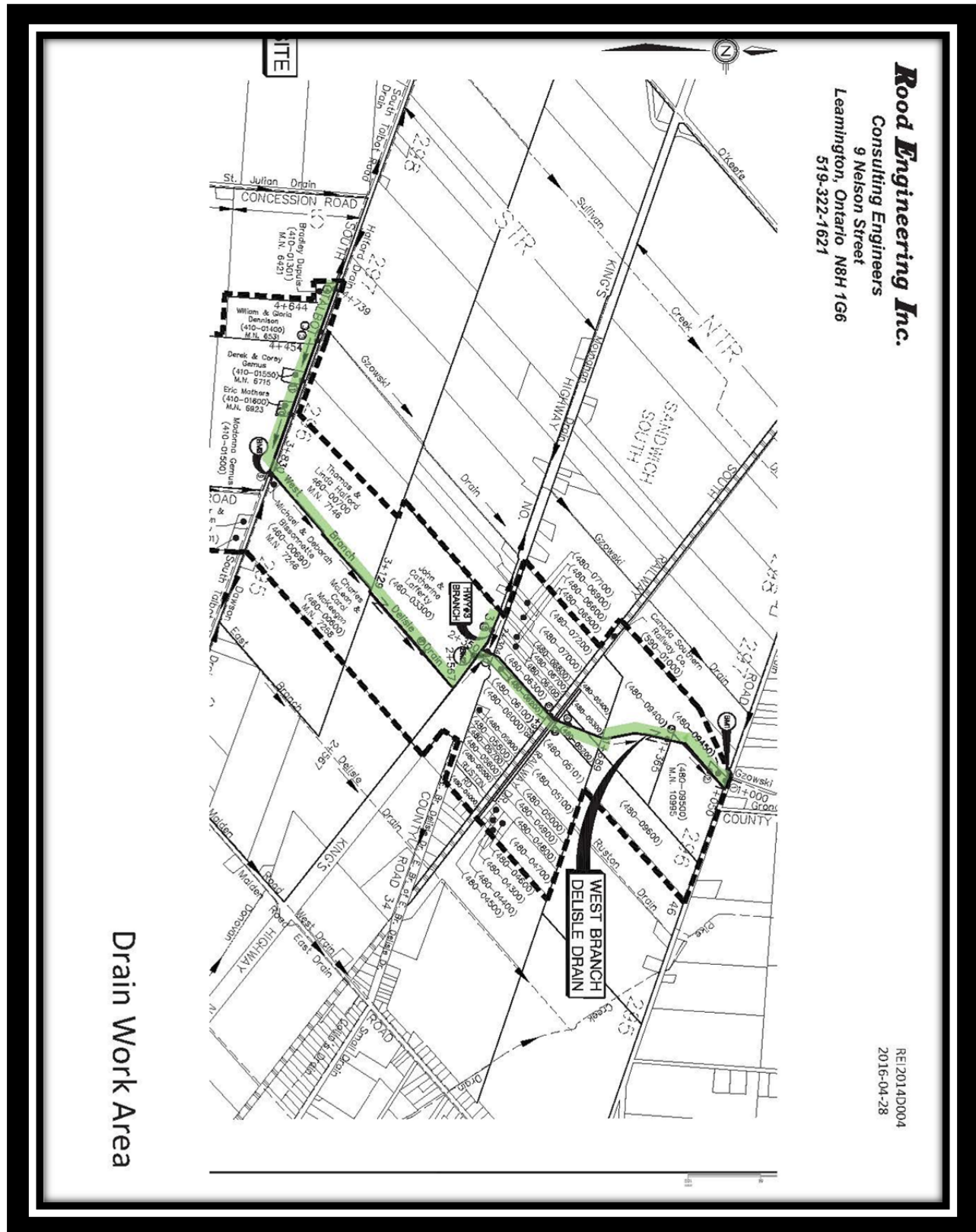
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment:

1. Location Map – West Branch Delisle Drain
2. Decision of the Tribunal, dated December 12, 2016

ATTACHMENT 1

Location Map West Branch Delisle Drain



ATTACHMENT 2

Decision of the Tribunal

Agriculture, Food and Rural Affairs
Appeal Tribunal
1 Stone Road West
Guelph, Ontario N1G 4Y2
Tel: (519) 826-3433, Fax: (519) 826-4232
Email: AFRAAT@ontario.ca

Tribunal d'appel de l'agriculture, de
l'alimentation et des affaires rurales
1 Stone Road West
Guelph (Ontario) N1G 4Y2
Tél.: (519) 826-3433, Téléc.: (519) 826-4232
Courriel: AFRAAT@ontario.ca



WEST BRANCH DELISLE DRAIN Town of Tecumseh

IN THE MATTER OF THE *DRAINAGE ACT*, R.S.O. 1990, CHAPTER D.17, AS AMENDED.

AND IN THE MATTER OF: Appeals to the Agriculture, Food and Rural Affairs Appeal Tribunal by **Charles McLean and Carol McKeegan** of Maidstone, Ontario under section 54(1) of the *Drainage Act* with respect to the **West Branch Delisle Drain** in the **Town of Tecumseh**.

Before:

John O'Kane, Vice-Chair; Andrew McBride, Member and Richard Smelski, Member

Appearances:

Charles McLean, Appellant
Edwin Hooker, Counsel for the Town of Tecumseh
Gerard Rood, Rood Engineering Inc., Engineer who prepared the report

DECISION OF THE TRIBUNAL

Background

The Agriculture, Food and Rural Affairs Appeal Tribunal ("Tribunal") held this hearing on the appeals filed by co-owners Charles McLean and Carol McKeegan ("McLean/McKeegan") in the Town of Tecumseh (the "Town") on November 21, 2016.

The appeals challenged certain revisions to the assessments made by Gerard Rood, P. Eng., (the "Engineer"), for consideration at the Court of Revision, arising from the Engineer's report dated April 28, 2016 for the West Branch Delisle Drain (the "Report"). Those revisions to the assessments were instigated by property severances approved by the Town.

Laura Moy, Clerk of the Town performed the duties of Clerk of the Tribunal.

Preliminary Matters

Prior to the hearing, the Tribunal issued an order making all landowners assessed or compensated in the Report parties to the hearing.

The Tribunal received the Affidavit of Service, dated November 7, 2016, as Exhibit 1 proving that all parties assessed on the drain had been served with the notice of hearing.

At the hearing, Mr. and Mrs. O'Connor, who are also landowners assessed on the drain, sought the opportunity to give sworn evidence. Their evidence concerned what they described as unfairness against them as they had maintained the portion of the drain that crossed their land without any compensation for many years. They confirmed that they had not appealed the assessments made in the Report or the revised assessments approved at the Court of Revision.

At the hearing, Mr. Corcoran, another landowner assessed on the drain, sought the opportunity to make an unsworn informal statement. His statement concerned what he described as unfairness in the assessments or revised assessments approved by the Court of Revision. He confirmed that he had not appealed the assessments made in the Report or the revised assessments approved by the Court of Revision.

Counsel for the Town raised a preliminary objection about the McLean/McKeegan appeals as they related to the severed property on the basis that the property had been conveyed by McLean/McKeegan to Spidaleri and Broadfoot, since the Report was prepared. The objection was that, since the McLean/McKeegan interest in that severed lot had been conveyed away, McLean/McKeegan no longer had standing to continue with that aspect of the appeal. In support of that argument, Counsel referred the Tribunal to subsection 5(3) of the *Conveyancing and Law of Property Act*, R.S.O. 1990, c.C.34. That subsection provides that "all the estate, right, title, interest ..." passes from seller to buyer and, therefore, the Town argued the right to the appeal passed to Spidaleri/Broadfoot. The Town also produced written confirmation from Spidaleri/Broadfoot that they had no interest in the issues under appeal.

The Tribunal overruled the Town's preliminary objection since under the *Drainage Act*, and in particular in subsection 52(1), any assessed landowner has the right to appeal to the Tribunal about the assessments of "any land" being either too high or too low. Therefore, McLean/McKeegan have a statutory right under the *Drainage Act* to appeal the assessments relating to the lands of any other landowner assessed on the drain, including the Spidaleri/Broadfoot lands.

Overview

In February 2014, the Town commissioned Rood Engineering Inc. to prepare a Report addressing the repair of and improvements to the West Branch Delisle Drain, a long standing open drain. The Town's authority to commission the Report flowed from section 78 of the *Drainage Act*.

The Report proposed repair and improvement works along the West Branch Delisle Drain and those works are not in issue in these appeals.

As part of the Report, the Engineer was required to develop an assessment schedule to apportion the costs of the repairs, improvements, incidentals and allowances in accordance with the *Drainage Act*, which in this case were estimated at \$177,000.00.

When developing the assessments, the Engineer considered the assessment schedule prepared in the 1970 West Branch Delisle Drain Report of Engineer C.G.R. Armstrong as a starting point, pursuant to section 34 of the *Drainage Act*. However, the Engineer explained that the assessment apportionment of that historical report required updating to reflect new uses of lands along the drain and to reflect many property severances since 1970.

The Engineer explained that when the Town was considering the Report, two proposed land severances were also under consideration. The two severances related to property roll number 460-00600, a 50.87 acre property owned by the Appellants, Charles McLean and Carol McKeegan. The McLean/McKeegan property is described as agricultural land and is actively farmed.

One of the severances was to create an entirely new 0.96 acre lot from the southern portion of the McLean/McKeegan property fronting along South Talbot Road and immediately adjacent to the Dawson Drain. The Dawson Drain runs along the north side of South Talbot Road and intersects with and drains into the West Branch Delisle Drain. That proposed severance would, once approved by the Town, become the Spidalieri/Broadfoot property referred to earlier in this decision as a Preliminary Matter. The second of the proposed severances was to sever 0.69 acres from the McLean/McKeegan property and add it to the existing property of Michael and Deborah Bissonnette, located at the south-western limit of the McLean/McKeegan property adjacent to South Talbot Road, near where the Dawson Drain intersects with and drains into the West Branch Delisle Drain. The Bissonnette property is bounded on its southern

limit by South Talbot Road and the Dawson Drain runs adjacent to the southern limit of the Bissonnette property. The Bissonnette property is also bounded on its western limit by the West Branch Delisle Drain.

As part of its consideration of the Report, the Town directed that the Engineer revise the assessment schedule in the Report to reflect the potential new Spidalieri/Broadfoot lot, the enlarged Bissonnette property, and the reduced size of the McLean/McKeegan property and present that revised schedule at the Court of Revision, in the event that the severances were granted.

By the time of the Court of Revision, the Town had granted the severances and, in accordance with his instructions, the Engineer presented a revised assessment schedule to the Court of Revision. The Engineer's approach in that revised assessment schedule was to re-calculate the outlet flows associated with the severed lots and then re-apportion the estimated costs of \$177,000.00 across the entire West Branch Delisle Drain. In simple terms, the Engineer increased the assessments on the severed lots by \$662.00, thereby creating a comparable reduction over the balance of the lands assessed on the drain. The Engineer apportioned that reduction of \$662.00 on a pro-rated basis across all of the other the lands assessed on the West Branch Delisle Drain. That reapportionment resulted in a reduction in the McLean/McKeegan assessment of \$54.00.

McLean/McKeegan appealed challenging that the Engineer's revised assessment schedule and the corresponding assessment reduction to their property was not fair and was not reasonable.

Issues

1. What is a fair and reasonable assessment in the circumstances of this appeal?

Evidence

Gerard Rood was qualified as a professional engineer to give expert opinion evidence in the discipline of drainage engineering.

The Engineer testified that he approached the assessment exercise relying on the assessment schedule created in the 1970 report of engineer Armstrong as a baseline and then made appropriate adjustments to reflect changes in land use since 1970, including the creation of new residential lots, by way of land severances. The Engineer testified that he accepted that 1970 assessment schedule as being "fair and equitable then" as his starting point.

Assessments under the *Drainage Act* are essentially comprised of three components; benefit, outlet liability and injuring liability. However, in the context of these appeals, the only relevant components were benefit and outlet.

“Benefit” is defined in the *Drainage Act* as:

“...the advantages to any lands, ... from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures”

“Outlet liability” is defined in the *Drainage Act* as:

“... the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet.”

The Engineer explained that his approach to assessing benefit was that because the severed lots were proximate to the West Branch Delisle Drain, they would benefit from the drain repair and improvement.

The Engineer explained that, because the new lots were smaller than their “parent” agricultural property, they had an impact on the outlet assessment as those smaller properties, with greater impermeable surfaces, would contribute higher water run-off into the drain.

The Engineer also testified that both of the new severed properties drained into the Dawson Drain along South Talbot Road rather than into the West Branch Delisle Drain but, due to their “proximity” to the West Branch Delisle Drain, those properties enjoyed a benefit.

The Engineer also explained that he developed assessments that treated similar properties similarly. For example, he compared the assessments of the two newly severed lots with each other and with other nearby lots of similar size and use. As a further example, he compared the assessments of the McLean/McKeegan lands with the Halford farm property that lies to the west and adjacent to the McLean/McKeegan property. In fact, the West Branch Delisle Drain forms the boundary between the Halford property and the McLean/McKeegan property.

The Engineer also explained that the benefit assessments that he developed were not based on frontage along the West Branch Delisle Drain, but rather based on an “envelope” on either side of the drain.

The Engineer's evidence was that when he developed the assessments in the revised schedule presented at the Court of Revision, he acted consistently, in accordance with accepted practice and that he believed he was fair and balanced to all properties on the drain.

The Engineer was unable to explain precisely how near or far the concept of "proximity" extended around the drain nor was he able to explain precisely how large or how small his notional "envelope" was around the drain.

The Appellant, Charles McLean, explained in his appeals that, while his property enjoyed an overall reduction in assessment of \$54.00, when the assessment per acre of land was compared under the assessment schedule in the Report to the revised assessment schedule at the Court of Revision, his property assessment actually increased by \$6.65 per acre.

Charles McLean explained that with the severances, his overall property holding was reduced by 3.3% and yet his overall assessment, in the revised assessment schedule that reflected those severances, was reduced by just 0.5%.

Charles McLean explained that, when his property after the severances (49.20 acres) was compared with the Halford property across the West Branch Delisle Drain, the Halford property was larger (50.0 acres) and enjoyed more frontage along the West Branch Delisle Drain, yet the McLean/McKeegan outlet liability assessment was only \$3.00 less than the Halford outlet assessment. Charles McLean asked how those comparative assessments could reflect fairness.

Charles McLean also asked that, since the new severed lot of Spidalieri/Broadfoot does not even drain directly into the West Branch Delisle Drain, how does that parcel benefit? His position was that newly severed lot should not have any assessment for benefit on the West Branch Delisle Drain.

Findings and Analysis

The Tribunal can deal summarily with the issues raised by Mr. and Mrs. O'Connor and Mr. Corcoran. None of those parties appealed their assessments and therefore, they have no appeal before the Tribunal. In these circumstances, and in the absence of proper appeals, as such, the Tribunal is not required and, therefore, did not make any findings regarding their points about unfairness.

The *Drainage Act* directs the statutory duties of the Engineer.

Under section 11 of the *Drainage Act*, the Engineer's duties in respect of the Report are set out as follows:

"The engineer shall, to the best of the engineer's skill, knowledge, judgment and ability, honestly and faithfully, and without fear of, favour to or prejudice against any person, perform the duty assigned to the engineer in connection with any drainage works and make a true report thereon."

Specifically in the context of assessments, the *Drainage Act* directs the Engineer as follows:

"21. The engineer in the report shall assess for benefit, outlet liability and injuring liability, and shall insert in an assessment schedule, in separate columns, the sums assessed for each opposite each parcel of land and road liable therefore."

"22. Lands, roads, buildings, utilities or other structures that are increased in value or are more easily maintained as a result of the construction, improvement, maintenance or repair of a drainage works may be assessed for benefit."

"23.(1) Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability."

....

"23(3) The assessment for outlet liability and injuring liability provided for in subsections (1) and (2) shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments."

In argument, the Town relied upon excerpts from a well-regarded paper about drainage assessments authored by E.P. Dries and H.H. Todgham. That authority is well known and widely accepted throughout the drainage community. The Town focused that portion of its argument on the question posed in that assessment article: "Is it fair to all concerned? Can I compare the assessments on any two properties and say that, relatively speaking, they are being fairly charged for the value they will derive?"

While designing drainage works is an exercise that frequently calls on the expertise of professional engineers, the development of assessments is a judgment that blends some science with fairness and common sense. As a result, it is not unusual to find that reasonable people can and frequently do differ about the fairness of assessments under the *Drainage Act*.

The very question posed in the assessment paper relied on by the Town was posed to the Engineer in the context of the McLean/McKeegan property and the Halford property. The Engineer testified that those two properties were the most comparable to each other on the West Branch Delisle Drain.

However, when the benefit assessment per acre of the McLean/McKeegan property and the Halford property are compared in the assessment schedule in the Report and the

revised assessment schedule at the Court of Revision, the following table illustrates the comparison results.

McLean/McKeegan Property Original Benefit Assessment (\$7,562.00 on 50.87 ac) on per acre basis	Halford Property Original Benefit Assessment (\$7,562.00 on 50.00 ac) on per acre basis
\$148.65 per acre	\$151.24 per acre
McLean/McKeegan Property Revised Benefit Assessment (\$7,522.00 on 49.20 ac) on per acre basis	Halford Property Revised Benefit Assessment (\$7,522.00 on 50.00 ac) on per acre basis
\$152.89 per acre	\$150.44 per acre

The Engineer conducted the above calculations during the hearing after suggesting that he would expect to see comparable results for the McLean/McKeegan property and the Halford property, given their comparability.

However, the Engineer was unable to offer an explanation as to why the Halford benefit assessment would decrease per acre, while the McLean/McKeegan benefit assessment would increase per acre.

On initial analysis, these results do not reflect “fairness” to the McLean/McKeegan property in the revised assessments.

In addition, it appears the suggestion that the newly severed lot should be assessed for benefit is confusing and seemingly unfair in that the Spidalieri/Broadfoot property is located approximately 40 meters from the West Branch Delisle Drain, at its closest point. In addition, as confirmed by both Charles McLean and the Engineer, the drainage from that property flows into the Dawson Drain. The Engineer’s development of that benefit assessment was based on his rationale that included the “proximity” of the property to the West Branch Delisle Drain and the drain “envelope”. However, the Engineer was unable to provide satisfactory evidence to explain, with any reasonable precision, what those concepts meant in the context of developing the assessments.

One of the hallmarks of fairness is openness and transparency. However, parts of the Engineer’s revised assessment approach could not be explained and parts of the Engineer’s revised assessment outcome produced anomalous results, such as the benefit assessment per acre demonstrated in the table above.

As a result, the Tribunal finds that the revised assessment of the McLean/McKeegan property was not fair and therefore will be adjusted.

Accordingly, the Schedule of Assessment contained in the Report (that is, the original assessment schedule dated 2016-04-28) is hereby confirmed, subject to the following changes.

McLean/McKeegan Farm Roll No. 460-00600	Benefit	\$7,350.00
	Outlet Liability	\$3,899.00
	Total assessment	\$11,249.00
Bissonnette Property Roll No. 460-00690	Benefit	\$364.00
	Outlet Liability	\$107.00
	Total assessment	\$471.00
Spidalieri/Broadfoot Property Roll No. 460-006??	Benefit	\$0.00
	Outlet Liability	\$93.00
	Total assessment	\$93.00

As seen in its directions contained in the table above, the Tribunal is re-balancing the assessments among the three properties that were the subject of the recent land severances. The Tribunal finds this to be the fairest approach in these circumstances.

Order of the Tribunal

The Tribunal therefore orders that:

1. The appeals of Charles McLean and Carol McKeegan under Section 54(1) are granted.
2. In accordance with section 56 of the Act, the Clerk shall revise the original Schedule of Assessment, dated 2016-04-28, as indicated above in the Findings and Analysis.
3. The non-administrative costs of the Municipality incurred with respect to this appeal shall form part of the cost of the drainage works, and such costs shall include the Engineer's fees and expenses for preparing the Report and the revised Schedule of Assessment, as well as the Engineer's fees and expenses for preparing for and attending the Tribunal hearing.
4. There shall be no other Order as to costs and all parties shall be responsible for their own costs.



John O'Kane
Vice-Chair

Dated at Brampton, Ontario this 12th day of December, 2016.

TO:

Laura Moy
Director Corporate Services and Clerk
Town of Tecumseh
917 Lesperance Road
Tucumseh, Ontario
N8N 1W9

AND TO:

Edwin C. Hooker
Wolf Hooker Professional Corporation
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

AND TO:

Charles McLean and Carol McKeegan
1060 Lakeshore Road 103
Maidstone, Ontario
N0R 1K0

AND TO:

All persons assessed or compensated in the Engineer's Report.



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services Report No. 12/17

TO: Mayor and Members of Council

FROM: Phil Bartnik, P. Eng., PMP – Manager, Engineering Services

DATE OF REPORT: February 16, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: 8th Concession Road Trunk Sanitary & Watermain, Phase 1
Tender Award

RECOMMENDATIONS

It is recommended that:

1. The tender for the 8th Concession Road Trunk Sanitary & Watermain, Phase 1 project in the amount of \$3,418,000 excluding HST be awarded to Coco Paving Inc. and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Coco Paving Inc. ; and that
2. Project funding allocations, reflecting a \$657,953 decrease, be adjusted as follows:
 - Road Lifecycle Reserve – increase from \$1,382,440 to \$1,413,413
 - Watermain Reserve Fund – decrease from \$1,093,315 to \$1,002,982
 - Wastewater Sewers Reserve Fund – decrease from \$2,246,650 to \$1,549,615
**Expected landowner recoveries for the Wastewater Sewers Reserve Fund to be calculated.*
 - Bridge Lifecycle Reserve – increase from \$0 to \$98,442

BACKGROUND

At the December 13, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2017 capital works projects including the construction of the 8th Concession Road Trunk Sanitary & Watermain, Phase 1 project.

This project consists of the extension of a new trunk sanitary sewer, a new transmission watermain, and road reconstruction on 8th Concession Road from County Road 46 to North Talbot Road.

COMMENTS

A Tender call for the Project was advertised in the Shoreline Week and on the Town's website on January 20, 2017, along with direct notification to the Windsor Construction Association. Seven (7) tenders were received by the Purchasing Officer on February 16, 2017. The Tenders were opened publicly in Council Chambers in the presence of Administration.

Dillon Consulting Limited (Dillon) has reviewed the tenders and provided the attached report. The tender results are summarized as follows:

Tenderer	Total Tender Price (excluding HST)
Coco Paving Inc.	\$ 3,418,000
Amico Infrastructures Inc.	\$ 3,502,400
D'Amore Construction (2000) Ltd.	\$ 3,578,677
SLR Contracting Group Inc.	\$ 4,285,723
Sherway Contracting (Windsor) Ltd.	\$ 4,300,000
J & J Lepera Infrastructures Inc.	\$ 4,477,200
Major Construction (2010) Ltd.	\$ 4,998,700

Mathematical errors were made in the tenders of Amico Infrastructures Inc., SLR Contracting Group Inc., and J&J Lepera Infrastructures Inc., all of which did not impact the Total Tender Price. There were no other irregularities identified in the tenders received for this work. All Tenderers submitted the required Bid Bond and acknowledged receipt of the Addendums No.1 and 2.

Based on their low tender submission and subsequent discussions, Administration, in consultation with Dillon, recommends that Council award the tender for 8th Concession Road Trunk Sanitary & Watermain, Phase 1 project in the amount of \$3,418,000 excluding HST to Coco Paving Inc. and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Coco Paving Inc..

The Town received MOE Approval on November 8, 2016 for the Project. Coco Paving Inc. has indicated that upon contract award they will commence construction with a tentative construction start date of early April 2017. The project is anticipated to be substantially performed by December 2017.

CONSULTATIONS

Dillon Consulting Limited
Purchasing Officer
Director, Financial Services & Treasurer

FINANCIAL IMPLICATIONS

PWES Report No. 54/16 provided an estimated project cost of \$4,722,205 and funding approval as follows:

8th Concession Road Trunk Sanitary & Watermain, Phase 1:

• Road Lifecycle Reserve	\$1,382,440
• Watermain Reserve Fund	\$1,093,315
• Wastewater Sewers Reserve Fund *	<u>\$2,246,650</u>
Total	\$4,722,405

**Expected landowner recoveries for the Wastewater Sewers Reserve Fund will be calculated once the By-Law for the 8th Concession Road Trunk Sanitary Sewer Service Area is completed (anticipated Summer/Fall 2017).*

**Additional recoveries for the sanitary and watermain stubs provided for the proposed Delduca Industrial Development are expected and will be calculated.*

The tendered/projected costs are summarized below:

• Construction (tender)	\$3,418,000
• Engineering	\$531,850
• Legal Survey	\$6,689
• MOE ECA Application Fee	\$550
• Tender Advertisement	\$500
• OPP Traffic Control	\$350
• G-Tel Locates	\$1,780
• Hydrovac Excavations	\$5,163
• Geotechnical Quality Assurance	<u>\$29,273</u>
	\$3,994,155
• Non-rebateable HST (1.76%)	<u>\$70,297</u>
Total	\$4,064,452

The total tendered/projected cost is under the \$4,722,405 budget by \$657,953, as detailed in the table below:

8th Concession Trunk Sanitary & Water, Ph1	Project Budget	Tendered / Projected	Change
Road LC	\$1,382,440	\$1,413,413	\$30,973
Watermain RF	\$1,093,315	\$1,002,982	-\$90,333
Wastewater Sewers RF*	\$2,246,650	\$1,549,615	-\$697,035
Bridge LC	\$0	\$98,442	\$98,442
Totals:	\$4,722,405	\$4,064,452	-\$657,953

**Expected landowner recoveries for the Wastewater Sewers Reserve Fund will be calculated once the By-Law for the 8th Concession Road Trunk Sanitary Sewer Service Area is completed (anticipated Summer/Fall 2017).*

**Additional recoveries for the sanitary and watermain stubs provided for the proposed Delduca Industrial Development are expected and will be calculated.*

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Phil Bartnik, P. Eng., PMP
Manager Engineering Services

Reviewed by:

Reviewed by:

Dan Piescic, P. Eng.
Director Public Works & Environmental
Services

Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

1. Letter from Dillon Consulting Limited dated February 21, 2017

Attachment No.1
Letter from Dillon Consulting Limited dated February 21, 2017

Our File: 16-3937 (Corr.)

February 21, 2017

SENT VIA EMAIL AND MAIL

Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, ON
N8N 1W9

Attention: Mr. Phil Bartnik, P.Eng., PMP,
Manager, Engineering Services

Oldcastle Hamlet Sanitary Sewer Improvements, Phase 1
Summary of Tender Results

Dear Sir:

Seven tenders were received on February 16, 2017, for this project. The tender results are summarized as follows:

Tenderer	Total Tender Price (Excluding applicable taxes)
Coco Paving Inc.	\$3,418,000.00
Amico Infrastructures Inc.	\$3,502,400.00
D'Amore Construction (2000) Ltd.	\$3,578,677.00
SLR Contracting Group Inc.	\$4,285,723.00
Sherway Contracting (Windsor) Limited	\$4,300,000.00
J & J Lepera Infrastructures Inc.	\$4,477,200.00
Major Construction (2010) Ltd.	\$4,998,700.00


Based on our review of the tender submissions, mathematical errors were made in the tenders of Amico Infrastructures Inc., SLR Contracting Group Inc., and J & J Lepera Infrastructures Inc. In the tender of Amico Infrastructures Inc., the tenderer did not insert amount for Item 44 b) and in the tender of J & J Lepera Infrastructures Inc., the tenderer did not insert a final total for Section F – Miscellaneous, which did not impact the Total Tender Price.

...continued



3200 Deziel Drive
Suite 608
Windsor, Ontario
Canada
N8W 5K8
Telephone
519.948.5000
Fax
519.948.5054

Dillon Consulting
Limited



Corporation of the Town of Tecumseh
Page 2
February 21, 2017

There were no other irregularities identified in the tenders received for this work.

All Tenderers submitted the required \$555,000.00 Bid Bond which you have retained.
All Tenderers acknowledged receipt of the Addendum Nos. 1 and 2.

We have confirmed with Mr. Derek Godin of Coco Paving Inc. that Coco Paving Inc. is prepared to proceed with this project in accordance with the Contract Documents and their tender submission.

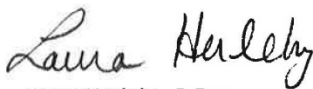
We have reviewed qualification submittals as provided by Extreme Drilling Inc., in accordance with Item 32.0 – Steel Casing by Jacking and Boring of the specification documents. Based on the information provided, the proposed trenchless subcontractor meets the requirements set forth in the specification.

Based on their lowest tender submission, we recommend that the tender be awarded to Coco Paving Inc., for the Total Tender Price of \$3,418,000.00 (excluding applicable taxes).

Subject to Council's approval of our recommendation, we will prepare the necessary agreements for signing.

Yours sincerely,

DILLON CONSULTING LIMITED



Laura Herlehy, P.Eng.,
Project Engineer

For
Nicole M. Caza, P.Eng.,
Project Manager

BO:d



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services Report No. 13/17

TO: Mayor and Members of Council

FROM: Denis Berthiaume, Manager, Water & Wastewater

DATE OF REPORT: February 17, 2017

DATE TO COUNCIL: February 28, 2017

SUBJECT: Ministry of the Environment and Climate Change
Inspection Report Number 1-CN66W
Tecumseh Distribution System

RECOMMENDATIONS

It is recommended that:

1. The Ministry of the Environment and Climate Change Inspection Report Number 1-CN66W for the Tecumseh Distribution System dated February 14, 2017, be received.

BACKGROUND

The Ministry of the Environment and Climate Change (MOECC) has a rigorous and comprehensive inspection program for municipal residential drinking water systems (MRDWS). Its objective is to determine the compliance of MRDWS with requirements under the *Safe Drinking Water Act, 2002*, associated regulations and MOECC Certificates of Approval. It is the responsibility of the municipal residential drinking water system owner to ensure their drinking water systems are in compliance with all applicable legal requirements.

The MOE completed a one day inspection of the Tecumseh (Windsor WTP) Distribution System on January 20, 2017. This announced, focused inspection covers the period from November 1, 2015 to December 31, 2016. The previous inspection occurred October 29, 2015. The inspector reviewed the Town's records and procedures to ensure the Town met MOECC legislative requirements.

COMMENTS

Inspection Procedure

The purpose of the MOECC inspection is to confirm compliance with MOECC legislation and authorizing documents such as Orders and Certificates of Approval, as well as evaluating conformance with Ministry drinking water related policies and guidelines.

The MOECC inspector reviewed the Town's records and documented findings of its inspections for the following:

- 1) Distribution System
- 2) Operational Manuals

- 3) Logbooks
- 4) Contingency/Emergency Planning
- 5) Security
- 6) Consumer Relations
- 7) Certification and Training
- 8) Water Quality Monitoring
- 9) Water Quality Assessment
- 10) Report and Corrective Action

In addition, the inspector reviewed Water Services standard operating procedures and conducted interviews with Water staff. Based on the results of both the reviews and interviews, the inspector prepared his final inspection report that was received from the MOECC on February 14, 2017.

Results of Inspection Report

The Town's distribution system had one non-compliance with regulatory requirements and three best practice issues identified during the inspection period.

The inspector noted the following in the Inspection Report:

Non-Compliance with Regulatory Requirements and Actions Required

The following instance of non-compliance was noted during the inspection:

Subject to the results of previous sampling under the provisions of Schedule 15.1-5, the owner claimed an exemption from sampling of plumbing under sub-section 15.1-5 (9) of O. Regulation 170/03. Under this exemption, the owner was required to follow sampling as prescribed by sub-section 15.1-5 (10) of the regulation, consisting of alkalinity and pH samples taken from the distribution system with lead samples taken from the distribution system for two consecutive periods every third year. It was confirmed that required samples for lead and alkalinity were taken during each of the respective sampling periods required. However, logs and chain of custody records show that samples taken for pH analysis were lab tested. Under O. Regulation 170/03 15.1-7(3)c, pH must be tested immediately after the sample is taken, using a pH meter that measures pH to at least two significant digits.

Action(s) Required:

- 1) *Henceforth, ensure that sampling under Schedule 15.1 of Regulation 170/03 is completed in accordance with the sample protocols prescribed for the parameters required, including testing samples requiring measurement of pH immediately after the sample is taken, using a pH meter that measures pH to at least two significant digits.*
- 2) *By March 15, 2017, report to the issuing officer on the actions taken to comply item (1) above.*

Summary of Recommendations and Best Practice Issues

The following issues were also noted during the inspection:

- 1) *Ensure that Form 1 "Record of Watermains Authorized as a Future Alteration" documents are completed in accordance with the requirements of Condition 3.3 under Schedule B of the Drinking Water Works Permit, including ensuring the Form 1 documents are prepared prior to the watermain addition, modification, replacement or extension being placed into service.*
- 2) *Completion of Form 1's satisfies watermain addition, modification, replacement and extension documentation requirements (with the exceptions noted in Drinking Water Works Permit condition 3.2). Drinking Water Works Permit conditions 3.4.1 and 4.7.1 exempt the need to document the establishment, alteration or change in appurtenances of watermains in Form 1 and Form 2*

documents, so the owner is advised that preparation of Form 2 documents for this purpose is unnecessary.

- 3) *In the interest of continuous improvement, the owner should consider updates, or additions to, the references /procedures for responding to customer inquiries to ensure that they are consistent with the provisions of condition 16.2.7 of the Drinking Water System Licence, including for responding to drinking water quality complaints.*

Actions Taken by the Town

Water Services has implemented all recommendations recorded in the MOECC Inspection Report.

Inspection Rating Record

The Inspection Summary Rating Record (IRR), included in the appendix of the inspection report, provides the MOECC, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

The Town's inspection risk rating is 0% and the final inspection rating is 100%. Those ratings represent the best possible rating achievable.

Water Services staff is to be commended for their outstanding achievements.

Administration therefore recommends that Ministry of the Environment and Climate Change Inspection Report Number 1-CN66W for the Tecumseh Distribution System dated February 14, 2017, be received.

CONSULTATIONS

Ministry of the Environment and Climate Change

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

LINK TO STRATEGIC PRIORITIES

No.	2015-16 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

COMMUNICATIONS

Not applicable ☐

Website ☒ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by senior Administration as indicated below and recommended for submission by the CAO.

Prepared by:

Denis Berthiaume, ORO
Manager Water & Wastewater

Reviewed by:

Dan Piescic, P.Eng.
Director Public Works & Environmental
Services

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment:

1. MOECC Inspection Report: *Tecumseh Distribution System Inspection Report – Inspection Number 1-CN66W*

**Ministry of Environment
and Climate Change**

Safe Drinking Water
Branch

Sarnia/Windsor District
1094 London Rd
Sarnia ON N7S 1P1

**Ministère de l'Environnement et de
l'Action en matière de changement climatique**

Direction du contrôle de la qualité de
l'eau potable

District de Sarnia et de Windsor
1094, chemin London
Sarnia ON N7S 1P1



File: SI-ES-TE-540
Tecumseh DS

February 14, 2017

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

Attention: Mr. Tony Haddad
Chief Administrative Officer
thaddad@tecumseh.ca

Dear Mr. Haddad:

Re: January 20, 2017 Inspection – Tecumseh Distribution System

Enclosed is a copy of the inspection report prepared for the Town of Tecumseh's water distribution system, under the Ministry's focused inspection protocol to assess compliance with *Safe Drinking Water Act* legislation. The report is based on conditions encountered at the time of inspection, and subsequent follow-up.

The Town of Tecumseh must directly address the item under the heading "**Non-Compliance with Regulatory Requirements and Actions Required**" since it relates to compliance with regulatory requirements under Safe Drinking Water legislation. A written response must be submitted by the date identified in the required actions.

For the items under the heading "**Summary of Best Practice Issues and Recommendations**", Tecumseh is also encouraged to provide a written response stating how these items have been or will be addressed, particularly for those which have implications for ensuring future compliance.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councillors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in "*Taking Care of Your Drinking Water: A guide for members of municipal council*" found under "Resources" on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice of internal/external risk experts. The Inspection Summary Rating Record (IRR), included as Appendix D of the inspection report, provides the Ministry, the system owner and the local Public Health Unit with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance. IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspectors' Annual Report.

Should you note any errors or omissions or have any concerns, please contact me at (519) 383-3785, or Marc Bechard at (519) 383-3778.

Yours truly,



Al Petersen
Provincial Officer
Safe Drinking Water Branch, Sarnia District Office
al.petersen@ontario.ca

cc: Dr. Gary Kirk, Medical Officer of Health, Windsor-Essex County HU, gkirk@wechu.org
Dr. Wajid Ahmed, Associate Medical Officer of Health, WECHU, wahmed@wechu.org
Theresa Marentette, Director of Health Protection, WECHU, tmarentette@wechu.org
Mike Tudor, Manager, Health Inspection Dept, WECHU, mtudor@wechu.org
Phil Wong, Manager, Health Inspection and EP, WECHU, pwong@wechu.org
Dan Piescic, Director of Public Works and Env. Services, Town of Tecumseh, dpiescic@tecumseh.ca
Denis Berthiaume, Water and Wastewater Manager, Town of Tecumseh, dberthiaume@tecumseh.ca
Brad Dupuis, DWQMS Representative, Town of Tecumseh, bdupuis@tecumseh.ca
Katie Stammer, Source Water Protection Manager, Essex Region CA, kstammer@erca.org
Marc Bechard, Water Compliance Supervisor, MOECC Sarnia District, marc.bechard@ontario.ca
File: SI-ES-TE 540 Tecumseh Distribution System, Town of Tecumseh (2016/17)



Ministry of the Environment and Climate Change

TECUMSEH DISTRIBUTION SYSTEM

Inspection Report

Site Number:	260004969
Inspection Number:	1-CN66W
Date of Inspection:	Jan 20, 2017
Inspected By:	Al Petersen



Ministry of the Environment and Climate Change
 Drinking Water System Inspection Report
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Appendix A: Stakeholder Appendix

Appendix B: MOECC Audit Sample Results

Appendix C: Provincial Officer Report(s) and Order(s)

Appendix D: Inspection Risk Rating



Ministry of the Environment and Climate Change
Inspection Report

OWNER INFORMATION:

Company Name:	TECUMSEH, THE CORPORATION OF THE TOWN OF	Unit Identifier:	
Street Number:	917		
Street Name:	LESPERANCE Rd		
City:	TECUMSEH		
Province:	ON	Postal Code:	N8N 1W9

CONTACT INFORMATION

Type:	Main Contact - ORO	Name:	Denis Berthiaume
Phone:	(519) 735-4225	Fax:	(519) 735-1895
Email:	dberthiaume@tecumseh.ca		
Title:	Manager, Water and Wastewater		
Type:	Operator	Name:	Brad Dupuis
Phone:	(519) 735-4225	Fax:	(519) 735-1895
Email:	bdupuis@tecumseh.ca		
Title:	DWQMS Representative		
Type:	Operator	Name:	Vern Rorai
Phone:	(519) 735-4225	Fax:	(519) 735-1895
Email:			
Title:	Operator		

INSPECTION DETAILS:

Site Name:	TECUMSEH DISTRIBUTION SYSTEM
Site Address:	1189 Lacasse Blvd. TECUMSEH ON N8N 2C7
County/District:	Tecumseh
MOECC District/Area Office:	Windsor Area Office
Health Unit:	WINDSOR-ESSEX COUNTY HEALTH UNIT
Conservation Authority:	Essex Region Conservation Authority
MNR Office:	Chatham Regional Office
Category:	Large Municipal Residential
Site Number:	260004969
Inspection Type:	Announced
Inspection Number:	1-CN66W
Date of Inspection:	Jan 20, 2017
Date of Previous Inspection:	Oct 29, 2015

COMPONENTS DESCRIPTION

Site (Name):	Distribution System	Sub Type:	
Type:			
Comments:	The Tecumseh Distribution System is a standalone distribution system which supplies water to the area of the Town of Tecumseh in two discrete service zones. The zone north of Highway 401 is bounded by the Tecumseh municipal boundaries, south to Baseline Road. The zone south of Highway 401 is bounded by the Tecumseh municipal		



**Ministry of the Environment and Climate Change
Inspection Report**

boundaries generally south of Essex County Road 46. Source water is from the City of Windsor water supply via the Windsor municipal distribution system. One currently unused connection from Windsor is through a short section of transmission main within the Lasalle municipal distribution system. The City of Windsor water supply draws its source water from the Detroit River in the vicinity of Belle Isle. According to the drinking water system profile, a population of approximately 24,000 residents is served by the Tecumseh Distribution System. It therefore falls into the "large municipal residential" category under O. Regulation 170/03.

Water mains take treated water from the City of Windsor to the service area through 10 of 12 currently used boundary metered connections points with Tecumseh. The elevated storage tank in the community of Tecumseh maintains distribution system pressure, controlled and monitored from the City of Windsor's A.H. Weeks water treatment plant, operated by the Windsor Utilities Commission. Secondary disinfection is also provided by the A.H. Weeks water treatment plant.

The Tecumseh Distribution System 2015 annual report, prepared by the Town of Tecumseh, states that:

- Town of Tecumseh, City of Windsor and Windsor Utilities Commission (WUC) entered into a 50-year service agreement in November 2004 (By-law 2004-71). The service agreement was implemented on March 31, 2006.
- Prior to August 1, 2008, WUC provided water to 2400 residents in the former Township of Sandwich South, south of Highway 401 ("South Water Area"). The Town of Tecumseh assumed the responsibility for the operations and maintenance of the water distribution system from WUC in this South Water Area effective August 1, 2008.

Site (Name): MOE DWS Mapping
Type: DWS Mapping Point

Sub Type:



Ministry of the Environment and Climate Change
Inspection Report

INSPECTION SUMMARY:

Introduction

- The primary focus of this inspection is to confirm compliance with Ministry of the Environment and Climate Change (MOECC) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period.

This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O. Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.

This report is based on an inspection of a "stand alone connected distribution system". This type of system receives treated water from a separately owned "donor" system. This report contains the elements required to assess key compliance and conformance issues associated with a "receiver" system. This report does not contain items associated with the inspection of the donor system, such as source waters, intakes/wells and treatment facilities.

This report is based on a "focused" inspection of the system. Although the inspection involved fewer activities than those normally undertaken in a detailed inspection, it contained critical elements required to assess key compliance issues. This system was chosen for a focused inspection because the system's performance met the ministry's criteria, most importantly that there were no deficiencies as identified in O. Reg. 172/03 over the past 3 years. The undertaking of a focused inspection at this drinking water system does not ensure that a similar type of inspection will be conducted at any point in the future.

This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

Specifically, this review includes an assessment of compliance / conformance in relation to the following:

- Drinking Water Systems Regulation (O. Reg. 170/03);
 - Drinking Water Operator and Water Quality Analyst Certification Regulation (O. Reg. 128/04) with respect to facility certification, operator licensing and operating standards;
 - Drinking Water System Licence 040-101, Issue Number 2., issued June 2, 2014, related to selected Performance, Monitoring and Recording, Operations and Maintenance requirements;
 - Drinking Water Works Permit 040-201, Issue Number 2, issued June 2, 2014, and
 - Ontario Drinking Water Quality Standards based on water quality data generated since the previous inspection.
- [Note: Drinking Water System Licence 040-101, Issue 3 and Drinking Water Works Permit 040-201, Issue 3 were both issued on December 6, 2016. This assessment includes compliance with requirements in effect at the applicable times.]

The inspection was conducted on January 20, 2017 on an announced basis. Initial activity was conducted at the Water Distribution office, and included collection of relevant compliance records, records pertaining to distribution system maintenance and repairs, and staff interviews. Follow-up components of the inspection consisted of a physical inspection at the Tecumseh water tower, and testing residual disinfectant from the water tower and two locations within the distribution system.

Follow-up assessment included a review of the collected sampling results and operational documents. The inspection covers the period from November 1, 2015 to December 31, 2016.



Ministry of the Environment and Climate Change
Inspection Report

Treatment Processes

- **The owner had ensured that all equipment was installed in accordance with Schedule A and Schedule C of the Drinking Water Works Permit.**

The works inspected, consisting of the Tecumseh water tower, were generally consistent with those identified in the Drinking Water System Description outlined in Schedule A of the Drinking Water Works Permit.

The operating authority indicated that the Tecumseh tower is operated by the WUC and is sequenced with the filling of Windsor's Hanna Street water tower and Howard Avenue reservoir to avoid overflowing the Tecumseh tower. The Tecumseh tower is equipped with a motorized butterfly valve for isolating it from distribution system flow during Windsor's off-peak fill operations. The tower's engineering design narrative identifies the operational permissive conditions under which its valve opens, allowing the tower to float on distribution pressures. With the exception of a trending review, a review of tower operations by the WUC was not included within the scope of this inspection.

By-law 2004-71 includes the following provisions agreed to by Tecumseh and the WUC:

- Tecumseh agrees to permit the Commission to install or have installed monitoring equipment at the Elevated Tank location to permit use of the Elevated Tank for system pressure control.
- The Commission shall deliver peak hourly flow and shall maintain sufficient storage in the Elevated Tank for fire flows in Tecumseh.
- Tecumseh will assume ongoing costs for maintenance and other works required at the Elevated Tank.
- The Commission will be responsible for costs for equipment and maintenance thereof required to monitor the Elevated Tank.
- Tecumseh will allow access to the equipment at all reasonable times by Commission staff in coordination with Tecumseh staff.

During the inspection, the water tower was found to be equipped with operating level and pressure transmitters and a continuous free chlorine analyser.

- **The owner/operating authority was in compliance with the requirement to prepare Form 1 documents as required by their Drinking Water Works Permit during the inspection period.**

A Form 1 "Record of Watermains Authorized as a Future Alteration" document was prepared for :

1. An extension of the 150 mm watermain on Essex Road to Clovelly Road to loop a dead end. The document was prepared in November 2015.
2. Replacement and relocation of 150 mm and 100 mm watermains on Willow Court with new watermains. The document was prepared in December 2015.
3. Replacement and relocation of 200 mm watermains with new mains on sections of Burke Street, Moro Drive and Outer Drive to coincide with a sanitary sewer extension project. The document was prepared in July 2016.
4. Installation of a 150 mm watermain on Carmelita Court. The project is to serve the Arbour Grove residential development. The document was prepared in July 2016.
5. Replacement and enlargement of 150 mm watermains with new 200 mm mains on Arbour Street. The project is known as Shawnee/Arbour Area Improvements Project Phase 2. The document was prepared in January 2017.
6. Replacement of 150 mm and 200 mm watermains with new mains on sections of Outer Drive, Blackacre Drive, Rossi Drive and Dumouchelle Street to coincide with a sanitary sewer extension project. The document was prepared in January 2017.
7. Replacement of 250 mm, 200 mm and 150 mm watermains with new mains on sections of County Road 42 and Intersection Road. The document was prepared in January 2017.

The commissioning of these new mains is documented in the owner's comprehensive watermain commissioning reports. However, the majority of these records show that Form 1 documents were prepared after the projects were commissioned and placed in service. Condition 3.3 under Schedule B of the Drinking Water Works Permit requires Form 1 documents to be prepared prior to the watermain addition, modification, replacement or extension being



Ministry of the Environment and Climate Change
Inspection Report

Treatment Processes

placed into service. This requirement was first incorporated into the permit, issued June 2, 2014 (version 2).

Treatment Process Monitoring

- **The secondary disinfectant residual was measured as required for the distribution system.**

Logs show that distribution system free chlorine residuals were taken and measured greater than seven times per week as required; generally 27 times per week, with the sets of 10 and 17 measurements taken from different locations on separate days at least 48 hours apart. Continuous measurement and recording of free chlorine via Historian was also conducted at the Tecumseh water tower, although the owner reported that:

- Three months of data was missing starting November 2015. When the data gap was revealed, the owner started a procedure of printing off and initialing reports on a daily basis.

Notes:

1. Data for that gap period was able to be retrieved from WUC Historian trending.
2. Trend records reflect an outage of the analyser April 14, 2016. The instrument's membrane cap and electrolyte were replaced May 3, 2016, returning the unit to service.
- Except to follow-up with alarm conditions, daily reports are not reviewed by Tecumseh for trended values, only to ensure that data is being recorded. As discussed above, the WUC operates and monitors the tower under by-law agreement with Tecumseh.
- Tecumseh uses its free chlorine grab sampling program for compliance monitoring under O.Regulation 170/03.

If the tower's chlorine analyser were to be used for compliance sampling under the regulation, current specifications and configuration indicate that it has the capabilities to comply with the monitoring requirements prescribed under the regulation:

1. The Prominent analyser CLE probe show that it has a reaction time of 60 seconds as the chlorine concentration rises or falls.
2. The SCADA Historian server can record free chlorine values at a frequency at least as often as that required under the regulation (every one hour). The daily report format also shows that results are recorded each hour.
3. As an operational alarm, Tecumseh's SCADA system maintains a low alarm level of 0.21 mg/L free chlorine to alert to the ORO's cell phone.
4. Weekly routine distribution free chlorine checks include sampling at the tower. Starting in January 2016, the weekly log sheet for recording these residuals includes a "Chlorine Analyser Work Order" which requires the operator to compare the tower grab sample and the analyser result, and calibrate the analyser if the difference in readings exceeds 0.05 mg/L. Analyser service / repair work, and an annual instrument verification, were completed by instrument supplier representatives in May 2016 and November 2016 respectively. Calibration certificates were provided.

Distribution System

- **Existing parts of the distribution system that are taken out of service for inspection, repair or other activities that may lead to contamination, and all new parts of the distribution system that come in contact with drinking water, were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit, or an equivalent procedure (i.e. the Watermain Disinfection Procedure).**

Logs, watermain break records and new main commissioning records revealed that distribution repair, replacement and construction activities were undertaken during the period of inspection review; requiring disinfection of new parts and equipment, super-chlorination, flushing and microbiological confirmation sampling.

Twenty-one watermain distribution repairs were determined, from main break reports. The majority were repaired under pressure. One involved cutting out a section of pipe and maintaining an air gap. For recent repairs, documentation of the disinfection of repair and replacement parts, maintaining an air gap, flushing and testing of disinfection residuals was completed using a new record format, consistent with Ontario's recently adopted



Ministry of the Environment and Climate Change
Inspection Report

Distribution System

Watermain Disinfection Procedure.

Distribution system operators have access to the following standard procedures which provide instructions to operators and briefly describe the purpose and scope of these programs:

1. SOP-009 Watermain Repair Procedure Category 1.
2. SOP-010 Watermain Repair Procedure Category 2.

Operations Manuals

- **The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.**

The distribution system drawing referenced in the Drinking Water Works Permit is entitled "Town of Tecumseh Water Infrastructure System", dated November 2016. The document was prepared and is maintained by the Town of Tecumseh GIS Department, and identify supply connection points to the Windsor supply.

Distribution operators have access to maps and distribution construction drawings maintained on the owner's GIS network. Access to the server is gained via the operator field laptops. The GIS maps identify locations of mains, hydrants, valves and curb-stops. As-built drawings are scanned into electronic files and hyperlinks are incorporated onto the GIS distribution maps. Asset information and locate information is also hyperlinked.

- **The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.**

Condition 16.2 under Schedule B of the Drinking Water System licence includes the following conditions regarding procedures to be maintained in the operations manual:

- 16.2.1 The requirements of this licence and associated procedures;
- 16.2.2 The requirements of the drinking water works permit for the drinking water system;
- 16.2.3 A description of the processes used to maintain secondary disinfection within the drinking water system;
- 16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;
- 16.2.5 Procedures for the operation and maintenance of monitoring equipment;
- 16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;
- 16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint;

A review of the available operating manual and standard operating procedures suggests that these conditions appear to be satisfied. All secondary disinfection is provided by the WUC at the A.H. Weeks Water Treatment Plant and Tecumseh does not maintain or operate a re-chlorination system.

During the inspection, copies of the municipal Drinking Water System Licence and Drinking Water Works Permit were printed out and placed in a binder to be made available to the operators.

Recommendations for improvement to the existing references / procedures for responding to drinking water quality complaints is discussed in the "SUMMARY OF BEST PRACTICE ISSUES AND RECOMMENDATIONS" section of this report.

Logbooks

- **Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.**



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Inspection Report

Logbooks

Free chlorine residual monitoring, conducted during regular compliance sampling, was done by certified operators from the Town of Tecumseh.

Chlorine residual sampling during distribution repairs and watermain commissioning is also conducted by Tecumseh's operators.

Security

- **The owner had provided security measures to protect components of the drinking water system.**

The Tecumseh elevated water structure is located within a fenced compound with padlocked gate and is equipped with locked steel security doors in its concrete base, and a door contact intrusion alarm. The tower structure is equipped with an outdoor security light.

The security camera monitoring and recording system monitors the front of the tower compound and the tower's base inside the entrance doors.

Certification and Training

- **The overall responsible operator had been designated for each subsystem.**

The current ORO for the distribution system holds class III water distribution and supply certification; matching the class II certification of the Tecumseh distribution system. Tecumseh's Water Services Operational Plan, and the job description of the Manager of Water and Wastewater services, formally designates his position as ORO.

The operating authority maintains a system of log sheets entitled "Daily Operator Activity" which is used as a shift log and identifies operators' distribution system activities. These log sheets identify the overall responsible operator each day.

- **Operators in charge had been designated for all subsystems which comprised the drinking-water system.**

The "Daily Operator Activity" log sheets are used to designate operators in charge and document their hours. The ORO indicated that all operators with class 1 to 4 certification are designated as OIC.

Water Quality Monitoring

- **All microbiological water quality monitoring requirements for distribution samples were being met.**

O. Regulation 170/03 requires the owner and operating authority to take a minimum of one sample per week, and at least 32 samples per month from the distribution system. All samples must be analysed for E. coli and total coliforms. In addition, at least 25% of the distribution microbiological samples must be analysed for heterotrophic plate count (HPC).

Microbiological water quality monitoring data was reviewed for the period from November 2015 to December 2016. The owner surpassed minimum requirements. The distribution system was sampled at 10 locations every week, from 20 routine sample locations, resulting in a minimum of 40 samples per month. At least 30% of the samples taken were analysed for HPC.

- **All trihalomethanes water quality monitoring requirements prescribed by legislation were conducted within the required frequency.**

As required under O. Regulation 170/03 Schedule 13-6 (2), samples must be taken and analysed for Trihalomethanes every 3 months. Samples must be taken no less than 60 days and no greater than 120 days after the sample taken in the previous three-month period. Samples were taken as required, and within the prescribed



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Inspection Report

Water Quality Monitoring

time frame. A minimum of three locations were sampled on each three-month sample date.

- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**

Water Quality Assessment

- **Records showed that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**

The following water quality is noted from the owner's results in samples collected from November 2015 to December 2016:

- (i) Microbiological quality consistently met Ontario Drinking Water Quality Standards. None of the 610 routine distribution samples yielded an adverse E- coli or total coliform count.
- (ii) Trihalomethane samples from the distribution system yielded an average concentration of 0.019 mg/L for the last four quarters of sampling, below the drinking water standard of 0.100 mg/L (running annual average). The Technical Support Document for Ontario Drinking Water Quality Standards, Objectives and Guidelines indicates that Trihalomethanes in drinking water are primarily produced by the reaction of chlorine and the naturally occurring organics (precursors) in the water.

Audit distribution samples were taken as part of the inspection and tested for free and total chlorine disinfectant residuals. These operational sample readings are recorded in Appendix B.

Other Inspection Findings

- **The following instance of non-compliance was noted during the inspection:**

One issue was identified, and is described in detail under the "NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED" section.

- **The following issues were also noted during the inspection:**

Three additional issues identified are described in detail under the "SUMMARY OF BEST PRACTICE ISSUES AND RECOMMENDATIONS" section.

- **The following items are noted as being relevant to the Drinking Water System:**

Records confirmed that chlorination for secondary disinfection purposes was provided so that at all times and all locations in the distribution system the chlorine residual was never less than 0.05 mg/l free, as prescribed in Section 4 of the Procedure for Disinfection of Drinking Water in Ontario.

Secondary disinfection is supplied entirely by the Windsor A.H. Weeks Water Treatment Plant. No re-chlorination takes place after entering the Tecumseh distribution system. A review of available data from November 2015 to December 2016 revealed that:

1. Samples from the distribution system showed that none of the 610 grab samples taken during routine bacteriological sampling had free chlorine residuals less than 0.05 mg/L.
2. Additional available records of chlorine residual monitoring done during weekly checks of the distribution system showed that none of the approximately 1037 extra grab samples taken had free chlorine residuals less than 0.05 mg/L.
3. Available records of continuous trending provided for the distribution free chlorine analyser located at the Tecumseh tower, show adequate residuals at that location.



NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

1 The following instance of non-compliance was noted during the inspection:

Subject to the results of previous sampling under the provisions of Schedule 15.1-5, the owner claimed an exemption from sampling of plumbing under sub-section 15.1-5 (9) of O. Regulation 170/03. Under this exemption, the owner was required to follow sampling as prescribed by sub-section 15.1-5 (10) of the regulation, consisting of alkalinity and pH samples taken from the distribution system with lead samples taken from the distribution system for two consecutive periods every third year.

It was confirmed that required samples for lead and alkalinity were taken during each of the respective sampling periods required. However, logs and chain of custody records show that samples taken for pH analysis were lab tested. Under O. Regulation 170/03 15.1-7(3)c, pH must be tested immediately after the sample is taken, using a pH meter that measures pH to at least two significant digits.

Action(s) Required:

- I. Henceforth, ensure that sampling under Schedule 15.1 of Regulation 170/03 is completed in accordance with the sample protocols prescribed for the parameters required, including testing samples requiring measurement of pH immediately after the sample is taken, using a pH meter that measures pH to at least two significant digits.
- II. By March 15, 2017, report to the issuing officer on the actions taken to comply item I. above.



SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

1. The following issues were also noted during the inspection:

A. At least seven projects requiring preparation of Form 1 "Record of Watermains Authorized as a Future Alteration" documents were reviewed within the scope of this inspection. The commissioning of these new mains is documented in the owner's comprehensive watermain commissioning reports. However, the majority of these records show that Form 1 documents were prepared after the projects were commissioned and placed in service. Condition 3.3 under Schedule B of the Drinking Water Works Permit requires Form 1 documents to be prepared prior to the watermain addition, modification, replacement or extension being placed into service. This requirement was first incorporated into the permit, issued June 2, 2014 (version 2).

B. Form 2 documents were prepared along with Form 1's in connection with watermain construction work for some projects, presumably for the installation of valves and other appurtenances associated with the watermain.

C. Condition 16.2.7 of the Drinking Water System Licence requires the operations manual to include procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint. The drinking water system Operational Plan outlines some general details about roles and responsibilities of staff in respect of general customer inquiries.

Recommendation:

With respect to the additional observations noted:

A. Ensure that Form 1 "Record of Watermains Authorized as a Future Alteration" documents are completed in accordance with the requirements of Condition 3.3 under Schedule B of the Drinking Water Works Permit, including ensuring the Form 1 documents are prepared prior to the watermain addition, modification, replacement or extension being placed into service.

B. Completion of Form 1's satisfy watermain addition, modification, replacement and extension documentation requirements (with the exceptions noted in Drinking Water Works Permit condition 3.2). Drinking Water Works Permit conditions 3.4.1 and 4.7.1 exempt the need to document the establishment, alteration or change in appurtenances of watermains in Form 1 and Form 2 documents, so the owner is advised that preparation of Form 2 documents for this purpose is unnecessary.

C. In the interest of continuous improvement, the owner should consider updates, or additions to, the references / procedures for responding to customer inquiries to ensure that they are consistent with the provisions of condition 16.2.7 of the Drinking Water System Licence, including for responding to drinking water quality complaints.



Ministry of the Environment and Climate Change
Inspection Report

SIGNATURES

Inspected By:

Al Petersen

Signature: (Provincial Officer)

A handwritten signature in black ink, appearing to read "Al Petersen".

Reviewed & Approved By:

Marc Bechard

Signature: (Supervisor)

A handwritten signature in black ink, appearing to read "Marc Bechard".

2017.02.14 10:27:12 -05'00'

Review & Approval Date:

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.



**Ministry of the Environment and Climate Change
Drinking Water System Inspection Report
Appendix A**

Stakeholder Appendix

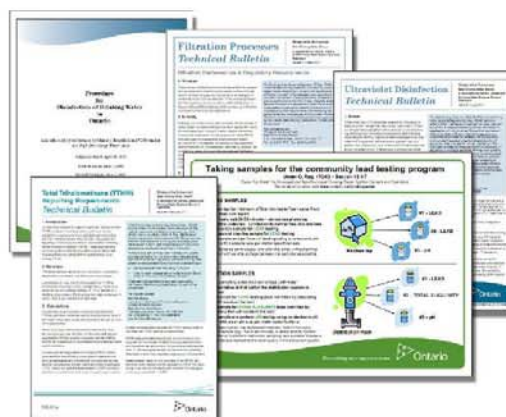
March 2015

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Public Information Centre if you need assistance or have questions at 1-800-565-4923/416-325-4000 or picemail.moe@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/drinkingwater and email drinking.water@ontario.ca to subscribe to drinking water news.



PUBLICATION TITLE	PUBLICATION NUMBER
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	7889e01
FORMS: Drinking Water System Profile Information, Laboratory Services Notification, Adverse Test Result Notification Form	7419e, 5387e, 4444e
Procedure for Disinfection of Drinking Water in Ontario	4448e01
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	7152e
Total Trihalomethane (TTHM) Reporting Requirements Technical Bulletin (February 2011)	8215e
Filtration Processes Technical Bulletin	7467
Ultraviolet Disinfection Technical Bulletin	7685
Guide for Applying for Drinking Water Works Permit Amendments, Licence Amendments, Licence Renewals and New System Applications	7014e01
Certification Guide for Operators and Water Quality Analysts	
Guide to Drinking Water Operator Training Requirements	9802e
Taking Samples for the Community Lead Testing Program	6560e01
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	7423e
Guide: Requesting Regulatory Relief from Lead Sampling Requirements	6610
Drinking Water System Contact List	7128e
Technical Support Document for Ontario Drinking Water Quality Standards	4449e01

ontario.ca/drinkingwater



**Ministry of the Environment and Climate Change
Drinking Water System Inspection Report
Appendix B**

MOECC Audit Sample Results

Ministry Audit Samples - Operational Results

Sample Type	Location Tecumseh Distribution System	Date/Time Jan 20, 2017	Bacti Sample	Field Reading		Owner's Sample / Analyser Reading	
				F / T Cl ₂	turb.	F / T Cl ₂	turb.
Distribution	Tecumseh tower	1:10 PM	N	1.06 free 1.25 total	-	1.07 free ¹	-
Distribution	Sample Station SS07, Manning Road and County Rd 42, Tecumseh	1:30 PM	N	1.09 free 1.58 total	-	-	-
Distribution	Autoflusher AF01, 3919 12 th Concession Rd, Tecumseh	1:50 PM	N	0.97 free 1.19 total	-	-	-

¹ Continuous analyser reading – Free Chlorine



**Ministry of the Environment and Climate Change
Drinking Water System Inspection Report
Appendix C**

Provincial Officer Report(s) and Order(s)

Not applicable



**Ministry of the Environment and Climate Change
Drinking Water System Inspection Report
Appendix D**

Inspection Rating Record

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2016-2017)

DWS Name:	TECUMSEH DISTRIBUTION SYSTEM
DWS Number:	260004969
DWS Owner:	Tecumseh, The Corporation Of The Town Of
Municipal Location:	Tecumseh
Regulation:	O.REG 170/03
Category:	Large Municipal Residential System
Type Of Inspection:	Adhoc
Inspection Date:	January 20, 2017
Ministry Office:	Windsor Area Office

Maximum Question Rating: 159

Inspection Module	Non-Compliance Rating
Treatment Processes	0 / 18
Distribution System	0 / 21
Operations Manuals	0 / 28
Logbooks	0 / 14
Certification and Training	0 / 14
Water Quality Monitoring	0 / 43
Other Inspection Findings	0 / 0
Treatment Process Monitoring	0 / 21
TOTAL	0 / 159

Inspection Risk Rating 0.00%

FINAL INSPECTION RATING: 100.00%

Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2016-2017)

DWS Name: TECUMSEH DISTRIBUTION SYSTEM
DWS Number: 260004969
DWS Owner: Tecumseh, The Corporation Of The Town Of
Municipal Location: Tecumseh
Regulation: O.REG 170/03
Category: Large Municipal Residential System
Type Of Inspection: Adhoc
Inspection Date: January 20, 2017
Ministry Office: Windsor Area Office

Non-compliant Question(s)	Question Rating
Other Inspection Findings	
In the event that an issue of non-compliance outside the scope of this inspection protocol is identified, a "No" response may be used if further actions are deemed necessary (and approved by the DW Supervisor) to facilitate compliance.	0
TOTAL QUESTION RATING	0

Maximum Question Rating: 159

Inspection Risk Rating 0.00%

FINAL INSPECTION RATING: 100.00%

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2016-49

Being a by-law to provide for the repair and improvements to the West Branch Delisle Drain

WHEREAS the Council of The Corporation of the Town of Tecumseh [Town] has been requested to provide for the repair and improvement of the West Branch Delisle Drain;

AND WHEREAS the Town procured a Drainage Report for the West Branch Delisle Drain and specifications from the consulting engineering firm of Rood Engineering Inc., dated April 28, 2016 [Drainage Report];

AND WHEREAS notice of a Public Meeting to hear comments from the affected property owners was given on May 2, 2016;

AND WHEREAS a Public Meeting of Council was held on Tuesday, June 28, 2016, at 6:00 p.m. to hear from any affected property owners on the Drainage Report;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the West Branch Delisle Drain is desirable;

NOW THEREFORE the Council of The Corporation of the Town of Tecumseh, pursuant to *The Drainage Act, R.S.O. 1990 (Act)*, hereby enacts as follows:

1. **THAT** the Drainage Report providing for the repair and improvement of the West Branch Delisle Drain, dated April 28, 2016, as prepared by the consulting engineering firm Rood Engineering Inc. and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - (a) Grants received under Section 85 of the said Act;
 - (b) Commuted payments made in respect of land and roads assessed.
4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **THAT** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **THAT** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **THAT** this by-law shall come into force upon and after the final passing thereof.

READ a first and second time this 28th day of June, 2016.

Joe Bachetti, Deputy Mayor

Laura Moy, Clerk

READ a third and final time, and finally passed this ____ day of _____, 2016.

Gary McNamara, Mayor

Laura Moy, Clerk

WEST BRANCH DELISLE DRAIN

E09DE(23)

Repair and Improvement

Geographic Township of Sandwich South

TOWN OF TECUMSEH



***Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
519-735-2184***

Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621

REI Project 2014D004

April 28th, 2016

April 28th, 2016

Mayor and Municipal Council
Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9

Mayor McNamara and Members of Council:

WEST BRANCH DELISLE DRAIN E09DE(23)
(Geographic Twp. of Sandwich South)
REI Project 2014D004
Town of Tecumseh, County of Essex

I. INTRODUCTION

In accordance with the instructions provided at your January 14th, 2014 meeting and received from the Town by letter dated February 11th, 2014, from your Director Staff Services/Clerk, Laura Moy, we have prepared the following report that provides for repair and improvements of the open drain. The West Branch Delisle Drain comprises of an open drain generally located from its outlet in the Gzowski Drain, at County Road 46 at the line between Lots 296 and 297 N.T.R. (North Talbot Road) Concession, southerly to the south side of South Talbot Road and then westerly along the south edge of the roadway to the upper end of the open portion opposite the line of Lots 296 and 297 S.T.R. (South Talbot Road) Concession, in the geographic township of Sandwich South, Town of Tecumseh. A plan showing the West Branch Delisle Drain, as well as the general location of the bridges along the drain, is included herein as part of the report.

Our appointment and the works relative to the improvements to the West Branch Delisle Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera, for the proposed bridge and drain improvements, and we report thereon as follows.

Report - West Branch Delisle Drain E09DE(23)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2014D004

2016-04-28

II. BACKGROUND

From our review of the information provided from the Municipality's drainage files we have established the following reports that we utilized as reference for carrying out this project:

1)	June 6, 1938	McPherson Drain	J.J. Newman, P.Eng.
2)	October 3, 1947	McPherson Drain	C.G.R. Armstrong, P.Eng.
3)	January 29, 1954	Ruston Drain	C.G.R. Armstrong, P.Eng.
4)	January 29, 1962	Dawson Drain	C.G.R. Armstrong, P.Eng.
5)	February 1, 1962	Halford Drain	C.G.R. Armstrong, P.Eng.
6)	September 29, 1967	J.C. Smith Drain	C.G.R. Armstrong, P.Eng.
7)	January 15, 1970	West Branch Delisle Drain	C.G.R. Armstrong, P.Eng.
8)	August 16, 1977	J.C. Smith Drain	M. Armstrong, P.Eng.
9)	October, 15, 1980	South Talbot Road Drain West	M. Armstrong, P.Eng.
10)	December 18, 1985	West Branch Delisle Dr.	M. Armstrong, P.Eng.
11)	November 25, 1999	West Branch Delisle Dr. & Santarossa Bridges	L. Zarlenga, P.Eng.
12)	November 29, 2007	Dawson Drain	T. Oliver, P.Eng.

The 1970 Report by C.G.R. Armstrong, P.Eng. provided for the general repairs and improvements to the entire length of the drain and has the latest profile for the grading of the drain.

We arranged with the Municipality to provide us with the updated assessment roll information for the affected parcels. We also reviewed reports for the abutting drains to help in establishing the current watershed limit for the West Branch Delisle Drain.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the drainage information provided by the Town, we arranged with the Town Drainage Superintendent Sam Paglia, E.I., to schedule an on-site meeting for February 26th, 2014. The following people were in attendance at said meeting: Norm Jobin, Jim Croft,

Report - West Branch Delisle Drain E09DE(23)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2014D004

2016-04-28

John Dixon, Preston Parrott, Robert Rudy, Fred Stockwell, Daniel Ryall, Roland Jacques, Dan & Starla O'Connor, Heather Scaffè, Jessica Hillyard, Wanda Tarnowski, Nick Paducel, Sam Paglia (Town Drainage Superintendent), Phil Bartnik (Town Manager Engineering Services) and Gerard Rood (Rood Engineering). Details of the drain were discussed and the primary concern was some serious sediment accumulation in the drain with some bank erosion. It was discussed that the bridges along the drain would be inspected and owners of the bridges would be contacted if there were concerns with any of the structures. Once the work scope is confirmed, a final report is then prepared and submitted to Council and goes through the Drainage Act process of a Consideration meeting and Court of Revision meeting.

Mr. Rood asked the Town to provide information on any drainage changes that they might be aware of. The last report assessed most of the area immediately to the east and west of the north section of the drain.

It was discussed that all trees within the drain cross section from top of bank to top of bank will be removed to prevent obstruction of drainage. The east or west side of the drain will be basically cleared for access to carry out the work and dispose of material; however, some mature trees may be able to be saved if the Contractor can work around them. Material excavated along lawn areas and roadways will be trucked away.

IV. FIELD SURVEY AND INVESTIGATIONS

Subsequent to the on-site meeting we arranged for a topographic survey of the drain and bridges to be completed. We further arranged to get updated assessment roll information from the Municipality, and obtained information on the tax class of each of the properties affected by the Municipal Drain.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the West Branch Delisle Drain. A response from the Conservation Authority was received by email on December 18th, 2013 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) former agreement made with the Town pursuant to the Endangered Species Act, 2007. The Agreement plans indicate that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The former Agreement includes mitigation measures to be followed as outlined in "Schedule C Mitigation Measures" of the document and a copy of same as it relates to turtles and snakes is included herein in **Appendix "B"**.

Preliminary plans and designs for the repair and improvement of the Branch drain along the south side of King's Highway No. 3 were submitted to Mario Frechette, Technical Services Officer of the London office of the Ministry of Transportation Ontario (M.T.O.). The M.T.O. has not advised us of any concerns, but the Town will be required to arrange for a permit from M.T.O. for work within the Highway 3 corridor.

V. BRIDGES REVIEW

As part of our investigations, we made detailed inspections of all of the bridges along the open West Branch Delisle Drain. They were generally found to be in fair to good condition with no immediate need for major repair evident. Their condition and proposed work if any is summarized as follows:

- 1) This bridge serves parcel 480-09450 owned by Beverly Santarossa. It comprises of a 1550mm diameter concrete pipe with concrete brick headwalls having a top width of 8.8 metres constructed under the 1999 drainage report by L. Zarlenga, P.Eng., and was found to be in good condition.
- 2) This bridge connects parcels 480-09450 and 480-09500 owned by Beverly Santarossa and Joseph & Beverly Santarossa, respectively. The bridge comprises of a 1500mm diameter concrete pipe with concrete block headwalls having a top width of 9.2 metres and is in good condition. In accordance with the 1999 drainage report, the maintenance of this bridge is the responsibility of Parcel 480-09450 currently owned by Beverly Santarossa.
- 3) This bridge serves the Norman & Rose Jobin parcel 480-09400. The bridge consists of a 1200mm diameter corrugated steel pipe (C.S.P.) with concrete filled jute bag endwalls having a top width of 6.8 metres, which exceeds the standard minimum of 6.1 metres. The bridge appeared to be in fair condition with a small settlement near the southeast corner of the driveway that will require repair as part of the work.
- 4) This bridge comprises of a 2000mm diameter steel pipe serving the Danny & Starla O'Connor parcel 480-05200. The pipe appears to be in satisfactory condition but the wood plank endwalls are failing and require replacement.
- 5) The Canada South Railway Drive roadway is served by this 1500mm diameter C.S.P. The endwalls are formed by stacked broken concrete pieces. The upstream headwall on the south side of the roadway requires reconstruction as the pieces are falling down.
- 6) A 1500mm diameter steel pipe provides the Canada Southern Railway Co. parcel 590-01000 with access over the drain. The pipe has sloped ends and the structure appears to be in good condition.
- 7) The bridge consists of a concrete box culvert under King's Highway No. 3 with a span of 2.9 metres maintained by the Ministry of Transportation Ontario (M.T.O.) and is in good condition.
- 8) This bridge serves to connect the west and east parts of the John & Catherine Lafferty parcel 460-03300. The bridge is an 850mm diameter C.S.P. and is in fair condition but has a slightly narrow driveway top width with sloped rock protected ends. The pipe is also slightly small and should be replaced in the future with a larger 1200mm diameter pipe to provide the required capacity and embedment.
- 9) South Talbot Road is served by this 1.67m concrete span bridge that is in good condition.

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(Geographic Township of Sandwich South)
Town of Tecumseh - REI2014D004

2016-04-28

- 10) The Eric Mathers parcel 410-01600 is served by a bridge comprised of an 850mm diameter C.S.P. on the west upstream end and a 700mm diameter concrete pipe on the east downstream side. The west end is protected with mortared gabion stone and the east end comprises of broken concrete pieces. The bridge appears to be okay for now.
- 11) The 850mm diameter C.S.P. bridge serving the Derek & Corey Gemus parcel 410-01550 has a top width of 5.2 metres that is slightly less than the current minimum standard of 6.1 metres. The ends are protected with broken concrete pieces and the bridge has an asphalt surface and appears to be in fair condition.
- 12) The William & Gloria Dennison parcel 410-01400 is served on the east by a 750mm diameter C.S.P. bridge with asphalt surface. The headwalls consist of broken concrete pieces. The bridge is in fair condition but the southwest headwall is falling apart and will require some repairs.
- 13) This bridge comprises a 700mm diameter C.S.P. serving as the second access to the William and Gloria Dennison parcel 410-01400. The concrete headwalls are cracked and deflecting from the middle. The bridge appears to be functional.
- 14) A 550mm diameter C.S.P. for this bridge serves the Bradley Dupuis parcel 410-01301. The 5.9m top width is slightly narrower than the 6.1m minimum and will be widened by the owner during work on the South Talbot Road Drain to the west. The endwalls comprise of broken concrete pieces some of which are covering the downstream easterly end of the pipe and that wall should be repaired.
- 15) Parcel 460-03300 owned by John & Catherine Lafferty is served by a 375mm diameter C.S.P. on the Branch Drain along the south side of Highway No. 3. This bridge is in good condition with a headwall on the west end and sloped end on the east side.

VI. PUBLIC INFORMATION CENTRE AND THE DRAINAGE ACT

The Town arranged for a meeting on April 13th, 2016 with the Drainage Superintendent, Engineer and interested owners at the Town Hall to discuss the draft drainage report dated February 10th, 2016 for this project. The Public Information Centre (P.I.C.) meeting is not a requirement under the Drainage Act but the Town holds these meetings to address questions and concerns and to solicit comments from the affected owners. The meeting was well attended with the following people present: Tom Halford, Peter Steeves, Charles & Carol McLean, Bill Dennison, Derek Gemus & Corey Lynn, Robert Ouellette, Robert Rudy, Paola & Domenic Acchione, Andrew Dowie (Town Council), Phil Bartnik (Manager Engineering Services), Sam Paglia (Drainage Superintendent) and Gerard Rood (Rood Engineering). Mr. Paglia went through a PowerPoint presentation outlining the general details of how drainage projects are handled by the Town and the requirements of the Drainage Act.

Mr. Rood spoke to concerns raised by Mr. Halford in his contact with Mr. Paglia. Item 9 of the draft report will be corrected to show the correct chainage. Proceeding with a Section 78 report instead of just trying to do maintenance provides the following advantages:

- 1) Up to date specifications are provided for future maintenance works
- 2) Work corridors are established in the report and allowances can be paid to owners affected by the work
- 3) Numerous severances are addressed so that proper cost sharing for work is in place
- 4) Cost sharing for bridges is established

Report - West Branch Delisle Drain E09DE(23)
(Geographic Township of Sandwich South)
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- 5) Drain profiles are re-established
- 6) The M.T.O. Highway#3 By-Pass is reflected in the plans, report and assessment
- 7) Mitigation is provided to satisfy legislative requirements of the Essex Region Conservation Authority (E.R.C.A.), Department of Fisheries and Oceans (D.F.O.), and Ministry of Natural Resources and Forestry (M.N.R.F.).

Concerns raised by Mr. McLean in an email to the Drainage Superintendent on April 5th were also addressed by Mr. Rood as follows:

- 1) Regarding the Value of Benefit and Value of Outlet, the owners were advised that the drain work is based on the 1970 report by Armstrong with adjustments for severances
- 2) Bridge work cost is shared to the owner served by the bridge as a Benefit and to upstream affected lands and roads based on their Outlet Liability. Sharing is based on the location of the bridge as set out further in the report
- 3) Brushing work will be carried out from top of bank to top of bank with additional clearing on the working corridor side, which is the west side of the drain in the area adjacent to the McLean parcel
- 4) Items for tile repairs are only estimates so that the Town has unit prices to go by when any damaged ends are discovered. The drain generally has built up sediment and is usually so overgrown that it is difficult to spot tiles during the field survey. If no damaged tiles are found, there will be no cost to the project

Mr. Rood also stated that he had been contacted by Mr. Frank Lafferty. Mr. Lafferty advised him that the 3 acre parcel in the point of land between County Road 34 and Highway 3 no longer drains westerly and should therefore not be assessed to the current project. The culvert on the Lafferty parcel was also discussed and it was confirmed that the report provides the required information for repair and improvement of same under the maintenance provisions of the Drainage Act and will not require a new engineer's report when it requires replacement.

The Town has also provided information on a new severance that was just approved on the north side of Highway 3 and the drainage report will be updated to reflect this change in land ownership.

Mr. Paglia asked for the owners' cooperation in marking tile ends at the time that the work on the drain is done. This will minimize the risk of damage to them and reduce the project cost. Owners are allowed to repair their own tile ends provided that the drain banks are not damaged. Buffer strips and tile repairs are a standard Best Management Practise (B.M.P.) to protect against erosion and to reduce future repairs and maintenance of the drain.

Mr. McLean requested a copy of the 1970 report and was advised that the Town would arrange for this. He spoke about the basis of the report and the proposed works and the cost estimates for incidentals. Mr. Rood explained that the Drainage Act requires the engineer to consider past reports and the acceptance of the reports in the past indicates that costs were fairly allocated to the affected lands. The cost to benefit ratio was raised and Mr. Rood pointed out that with land values in the range of \$7,000.00 per acre and higher, the assessments in the report appear

to be reasonable. Mr. Halford and Mr. McLean both indicated that they did not have problems along their stretch of the drain. They were reminded that they also have responsibility for the downstream work and there are no provisions under the Drainage Act to compensate owners for good stewardship of their portion of the drain. Drains are a communal project of the affected watershed and all lands and roads bear a share of the cost for the repair and improvement of a drainage works that serves the watershed. Although the profile on the plans shows that there is not much sediment in the drain bottom at their lands, there are other portions of the drain that require significant clean out including removal of brush and trees to ensure that the drain functions as intended.

Questions were raised about the benefit of the work and outlet liability. The definitions from the Drainage Act were discussed as outlined below. Mr. Paglia pointed out that there have been a lot of severances and doing apportionments of the original assessments does not result in a fair allocation of costs if the work is completed as a maintenance project. Having a drainage report done addresses this concern. Mr. Rood illustrated a spreadsheet of the assessment schedule on the overhead screen that showed how many parcels had to be adjusted to achieve a fair and balanced assessment.

A long term owner commented that he sees much higher flows in the drain now than in the past. Some of this is attributable to the highway improvements carried out in recent years. He sees the need for the drain to be put into a proper state of repair to protect the lands and roads. Mr. Paglia pointed out that a new drainage report provides many more tools to the Town to carry out repair and improvement including new methods and technologies not available if work has to be carried out in accordance with past reports as stipulated by the Drainage Act if only maintenance work is being done. Proper sharing of the cost for repair and improvement of bridges is a key benefit of a new report, and the provisions in the report generally allow works to proceed without the need of a further engineer's report and the associated costs.

The appeals process was reviewed. Mr. Bartnik reminded owners that appeals have to be made to the Town Council and Court of Revision before an owner can take an appeal to the Tribunal or Drainage Referee. This process is set out in the Drainage Act and the Town will guide owners on how to proceed if necessary. Owners were reminded that if the Construction price exceeds 133% of the estimate in the report, they will be provided the opportunity to meet with Town Council to review how to proceed.

Owners were reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the O.M.A.F.R.A. Appeals Tribunal and the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and some applicable clauses are as follows:

"Benefit" means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a

higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason, they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner on the drain can notify the Town that the drain requires maintenance and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of improved crop yield and preservation of topsoil on their lands. Any maintenance work to the drain done by an owner shall only be carried out in liaison with the Town and no work shall proceed without the Town first being notified of same by the owner.

Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system. As an example, when work is carried out on the Gzowski Drain downstream of the West Branch Delisle Drain outlet, the owners in the West Branch Delisle Drain watershed would be responsible for a portion of the cost, along with the other owners in the Gzowski Drain watershed. Owners are advised of the 1/3 grant available to agricultural lands that qualify for the Farm Property Tax Class and should be aware that the Town administers the grant process and reflects any available grant on the final billing to each qualified owner. Owners should confirm their tax class and take steps to be designated as Farm Property Tax Class, if eligible, so that the parcel can qualify for the 1/3 grant that is available from O.M.A.F.R.A. for those lands.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the O.M.A.F.R.A. Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges is based on the location along the drain. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain when included in an engineer's report, after which it is then maintained as part of the drain.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances as set out in the report are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible for the maintenance of the drain for one (1) year after the work is completed.

VII. FINDINGS AND RECOMMENDATIONS

We find that the profile included in the 1970 report plans by engineer C.G.R. Armstrong provides a good fit to the existing profile of the drain. Said report and plans provided for improvements to the bridges and open drain and the plan profile still appears to be suited to the current conditions. The old report requires updating to reflect new uses of the lands, severances that have been created that require apportioning of costs, the ability to pay for damages, updated specifications to reflect current methods and materials, and other repairs and improvements that need to be addressed pursuant to a new report under Section 78 of the Drainage Act.

Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that drain improvement works be carried out as follows:

- a) We recommend that all drain improvements, including the cleaning of the access bridges, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "A"** attached to this report.
- b) As this is an existing Municipal drain, the repair and improvement can be carried out based on the provisions included within the former Agreement that the Municipality had with M.N.R.F. and the mitigation measures included within same. A copy of said mitigation measures is included in **Appendix "B"** within this report. We recommend that any work being completed shall be carried out in accordance with the **Schedule "C" Mitigation Plan** of the former agreement as included in **Appendix "B"** for reference by the owners and the Contractor who will be conducting the works and any new requirements that may be established in the future.
- c) We find that portions of the open drain have significant accumulation of brush, silt and debris and we recommend that these be cleaned out as set out further in this report.

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- d) The existing drain has some buffer strips and grass areas along the Municipal drain that reduce the amount of erosion and the sediment entering the drain, and enhance water quality. We recommend that the existing grass and buffer strips be protected as part of this project. For owners who want to further enhance the drain we suggest that new buffer strips be constructed by them in all areas where no current grass buffer exists.

We recommend that the West Branch Delisle Drain be repaired and improved, including the bridge cleanings as outlined, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out pursuant to Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

VIII. ALLOWANCES

We have provided that most of the work will generally be completed from the south and west sides of the drain except the portions just north of Highway No. 3 and the former railroad corridor. The working areas are highlighted on the plans in **Appendix "E"**. The Contractor will be required to restore any existing grassed buffer and driveway areas damaged by the work. We recommend that any materials removed from the open drain or existing bridges, be spread on the adjacent lands to the south and west of the drain for disposal by the Contractor, beyond the limits of any existing grass buffer or driveway access. Based on all of the above we find that allowances for damages are payable pursuant to Sections 29 and 30 of the Drainage Act.

We find that the provision of access along the south and west banks of the drain and disposal of excavated material on the abutting farm and non-residential lands requires payment for the land necessary to carry out same. We therefore recommend that the following owners be compensated for all work areas that will be impacted, including for the access to the drain and for damages to lands and crops, if any, as follows, namely:

1)	Beverly Santarossa, (480-09450)	Owner,	Part of Lot 297, N.T.R. Concession,	\$	280.00
2)	Norman & Rose Jobin, (480-09400)	Owners,	Part of Lots 296 and 297, S.T.R. Concession,	\$	973.00
3)	Robert Ouellette, (480-06100)	Owner,	Part of Lot 296, S.T.R. Concession,	\$	684.00
4)	John & Catherine Lafferty, (460-03300)	Owners,	Part of Lot 296, S.T.R. Concession,	\$	2,159.00
5)	Thomas & Linda Halford, (460-00700)	Owners,	Part of Lot 296, S.T.R. Concession,	\$	1,275.00

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6)	Madonna Gemus, (410-01500)	Owners,	Part of Lot 5, Concession 9,	\$	1,099.00
7)	William & Gloria Dennison, (410-01400)	Owners,	Part of Lot 5, Concession 9,	\$	346.00
TOTAL FOR ALLOWANCES AND DAMAGES					\$ 6,816.00

These values for allowances and damages are based on a strip of land parallel to and immediately adjacent to the drain or grassed buffer and driveway, for the parcels abutting the south and west sides of the Municipal drain, and are based on a value of \$1,227.00 per acre (\$3,032.00 per hectare) for the affected lands and crops, if any. These allowances provide for a spread depth of 100mm and are calculated using a rate per acre of \$700.00 for year one, \$350.00 for year two and \$177.00 for the third year. The impact after 3 years is considered negligible.

We have provided for this in our estimate as is provided for under Sections 29 and 30 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

IX. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$177,000.00)**, made up as follows:

CONSTRUCTION

Item 1)	<u>Station 1+000 to Station 4+740</u> ; Carry out excavation of the drain to remove accumulated sediment and restore the drain to the profile grade shown on the plans, including all disposal, hauling and leveling of material, approximately <u>3740</u> metres (approximately 1310 cubic metres).	Lump Sum \$	25,000.00
Item 2)	<u>Station 0+000 to Station 0+258 Branch Drain</u> ; Carry out excavation of the drain to remove accumulated sediment and restore the drain to the profile grade shown on the plans, including all disposal, hauling and leveling of material, approximately <u>260</u> metres (approximately 150 cubic metres).	Lump Sum \$	1,500.00
Item 3)	<u>Bridge No. 3</u> ; repair sinkhole at southeast corner of the bridge including topsoil placement, seeding and mulching, and restoration and clean up, complete. (Norman & Rose Jobin)	Lump Sum \$	500.00

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	b) 3.0 metres (10') of 200mm (8") diameter pipe for 200mm diameter tiles: <u>5</u> required at <u>\$300.00</u> each	\$	1,500.00
Item 9)	<u>Station 1+000 to Station 4+740;</u> Supply and install approximately <u>50</u> standard lateral tile drain "ditch end" extensions to outlet end of existing damaged 100mm diameter lateral tiles entering the drain, including excavation, rodent grate, backfill, compaction, topsoil placement and seed and mulch, complete at <u>\$120.00</u> each.	\$	6,000.00
Item 10)	<u>Station 1+000 to Station 4+740;</u> Supply and install approximately <u>100</u> tonnes of quarried limestone rip rap for rock chute spillways and general erosion protection, complete at <u>\$65.00</u> per tonne.	\$	6,500.00
Item 11)	<u>Station 1+000 to Station 4+740;</u> Supply and install approximately <u>200</u> square metres of synthetic filter mat for rock chute spillways and general erosion protection, complete at <u>\$5.00</u> per square metre.	\$	1,000.00
Item 12)	<u>Station 1+000 to Station 4+740;</u> clean out all 14 access bridges and pipes including flushing, loading, hauling and disposal, complete. Lump Sum	\$	14,000.00
Item 13)	Brushing and grubbing along the complete length of the drain including all disposal and clean up (approximately 4000 lineal metres), removing and replacing concrete and other fences, complete. Lump Sum	\$	24,000.00
Item 14)	Spread scavenged topsoil; carry out seeding and mulching on all newly excavated side slopes including all harrowing, raking, preparation and cleanup, complete. Lump Sum	\$	16,000.00
Item 15)	Contingency allowance. Lump Sum	\$	3,000.00
SUB-TOTAL FOR CONSTRUCTION			\$ 110,000.00

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Estimated net Harmonized Sales Tax (1.76% H.S.T.) on construction items above.	Lump Sum	\$	1,936.00
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TOTAL FOR CONSTRUCTION		\$	111,936.00
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INCIDENTALS

1) Report, Estimate, & Specifications	\$	8,000.00
2) Survey, Assistants, Expenses, and Drawings	\$	36,000.00
3) Duplication Cost of Report and Drawings	\$	1,000.00
4) Estimated Cost of Letting Contract	\$	1,000.00
5) Estimated Cost of Layout and Staking	\$	2,000.00
6) Estimated Cost of Part-Time Supervision and Inspection During Construction (based on 2 week duration)	\$	6,000.00
7) Net H.S.T. on Incidental Items Above (1.76%)	\$	950.00
8) Estimated Cost of Interim Financing	\$	1,200.00
9) Contingency Allowance	\$	2,098.00

TOTAL FOR INCIDENTALS	\$	58,248.00
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TOTAL FOR ALLOWANCES (brought forward)	\$	6,816.00
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TOTAL FOR CONSTRUCTION (brought forward)	\$	111,936.00
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TOTAL ESTIMATE	\$	177,000.00
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X. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the repair and improvement of the drain and bridge repairs. The design drawings show the bridge locations within the watershed

area. The drain design drawings are attached to the back of this report and are labelled **Appendix "E"**.

Also attached, we have prepared Specifications which set out the required construction details for the bridge improvements and drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix "C"**.

XI. SCHEDULE OF ASSESSMENT

We would recommend that the Total Cost for construction of this project, including incidental costs, be charged against the lands and roads affected in accordance with the attached Schedule of Assessment. On September 22nd, 2005, the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P., "lands used for agricultural purposes" may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate". The Municipal Clerk provides this information to the Engineer from the current property tax roll. Properties that do not meet the criteria are not eligible for grants. In accordance with same we expect that this project will be qualified for the grant normally available for agricultural lands. The Ministry however, is continually reviewing their policy for grants, and we recommend that the Municipality monitor the policies, and make application to the Ministry for any grant should same become available through the A.D.I.P. program or other available funds.

XII. FUTURE MAINTENANCE

When maintenance work is carried out in the future on the open drain portion, the cost for said future maintenance shall be assessed in accordance with the attached Schedule of Assessment excluding any Special Benefit. When future maintenance work is carried out, the assessment to the affected Owners shall be based on the actual future maintenance cost shared on a pro-rata basis with the values shown in this assessment schedule.

When maintenance work is carried out on any bridges in the future, we recommend that the cost be shared as set out in the Table below and be assessed as a Benefit to the abutting parcel served by the access bridge. The remaining portion shall be assessed to the upstream lands and roads based on their affected area and outlet assessments as set out in the attached Schedule of Assessment.

When any works of maintenance are required to the existing bridges, the following provisions with respect to cost sharing shall apply:

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West Branch Delisle Drain
Bridge Sharing

<u>Bridge/ Encl.</u>	<u>Roll No.</u>	<u>Owners</u>	<u>Owners' Share</u>	<u>Upstream Share</u>
1	480-09450	Beverly Santarossa	52.2%	47.8%
2	480-09450	Beverly Santarossa	100.0%	0.0%
3	480-09400	Norman & Rose Jobin	49.3%	50.7%
4	480-05200	Danny & Starla O'Connor	51.0%	49.0%
5	Canada South Railway Drive	Town of Tecumseh	98.0%	2.0%
6	590-01000	Canada South Railway	98.0%	2.0%
7	King's Highway No. 3	Ministry of Transportation Ontario	98.0%	2.0%
8	460-03300	John & Catherine Lafferty	60.8%	39.2%
9	South Talbot Road	Town of Tecumseh	98.0%	2.0%
10	410-01600	Eric Mathers	79.5%	20.5%
11	410-01550	Derek & Corey Gemus	79.4%	20.6%
12	410-01400	William & Gloria Dennison	82.5%	17.5%
13	410-01400	William & Gloria Dennison	100.0%	0.0%
14	410-01301	Bradley Dupuis	84.8%	15.2%
<u>Hwy. 3 Branch Drain</u>				
15	460-03300	John & Catherine Lafferty	84.0%	16.0%

In the above table, Bridges 2 and 13 are considered the secondary access serving each of the parcels. Pursuant to the Drainage Act each parcel is entitled to one bridge for access. Any additional bridges are constructed and kept up and maintained by the Town at the sole cost of the parcel served by the secondary bridge. Should any works or maintenance be required to the other existing access and farm bridges, the cost will be shared as noted in the above table. The share indicated for the Owner shall be assessed as a Benefit to the bridge Owner and the remaining cost share shall be assessed as an Outlet Liability against the lands and roads within the watershed lying upstream of said access bridge, and shall be assessed in the same proportions as the Outlet assessments shown in the attached Schedule of Assessment.

We recommend that the bridge structures as identified herein, be maintained in the future as part of the drainage works. We would also recommend that the access bridges in the drain, for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Where concrete,

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asphalt or other decorative driveway surfaces over the bridge culverts require removal as part of the maintenance works, these surfaces shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining parcel served by said access bridge.

We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



tr

att.

ROOD ENGINEERING INC.

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT - TRIBUNAL ORDER

WEST BRANCH DELISLE DRAIN - E09DE(23)

(Geographic Township of Sandwich South)

TOWN OF TECUMSEH

2. ONTARIO LANDS:

<u>Tax Roll</u> <u>No.</u>	<u>Plan</u> <u>No.</u>	<u>Lot or Part</u> <u>of Lot</u>	<u>Hectares</u> <u>Afft'd</u>	<u>Acres</u> <u>Afft'd</u>	<u>Owner's Name</u>	<u>Value of</u> <u>Benefit</u>	<u>Value of</u> <u>Outlet</u>	<u>Value of Special</u> <u>Benefit</u>	<u>TOTAL</u> <u>VALUE</u>
		King's Highway # 3	7.06	17.45	Ministry of Transportation Ontario	\$ 7,625.00	\$ 11,637.00	\$ -	\$ 19,262.00
Total on Ontario Lands.....						\$ 7,625.00	\$ 11,637.00	\$ -	\$ 19,262.00

3. MUNICIPAL LANDS:

<u>Tax Roll</u> <u>No.</u>	<u>Plan</u> <u>No.</u>	<u>Lot or Part</u> <u>of Lot</u>	<u>Hectares</u> <u>Afft'd</u>	<u>Acres</u> <u>Afft'd</u>	<u>Owner's Name</u>	<u>Value of</u> <u>Benefit</u>	<u>Value of</u> <u>Outlet</u>	<u>Value of Special</u> <u>Benefit</u>	<u>TOTAL</u> <u>VALUE</u>
		County Road 34	0.85	2.10	County of Essex	\$ 7,623.00	\$ 1,511.00	\$ -	\$ 9,134.00
		County Road 46	1.53	3.79	County of Essex	\$ 1,647.00	\$ 696.00	\$ -	\$ 2,343.00
		10th Concession Road	2.55	6.29	Town of Tecumseh	\$ 1,891.00	\$ 134.00	\$ -	\$ 2,025.00
		Ruston Road	0.28	0.69	Town of Tecumseh	\$ 213.00	\$ 14.00	\$ -	\$ 227.00
		South Talbot Road	2.57	6.34	Town of Tecumseh	\$ 4,879.00	\$ 458.00	\$ -	\$ 5,337.00
		Canada South Railway Drive	0.77	1.90	Town of Tecumseh	\$ 579.00	\$ 3,521.00	\$ 3,725.00	\$ 7,825.00
Total on Municipal Lands.....						\$ 16,832.00	\$ 6,334.00	\$ 3,725.00	\$ 26,891.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

<u>Tax Roll</u> <u>No.</u>	<u>Plan</u> <u>No.</u>	<u>Lot or Part</u> <u>of Lot</u>	<u>Hectares</u> <u>Afft'd</u>	<u>Acres</u> <u>Afft'd</u>	<u>Owner's Name</u>	<u>Value of</u> <u>Benefit</u>	<u>Value of</u> <u>Outlet</u>	<u>Value of Special</u> <u>Benefit</u>	<u>TOTAL</u> <u>VALUE</u>
410-01301	9	5	0.73	1.81	Bradley Dupuis	\$ 549.00	\$ 364.00	\$ 1,934.00	\$ 2,847.00
410-01600	9	5	0.40	1.00	Eric Mathers	\$ 304.00	\$ 94.00	\$ -	\$ 398.00
410-01660	9	4	0.20	0.50	Brian & Lisa McGuire	\$ -	\$ 53.00	\$ -	\$ 53.00

Schedule of Assessment - West Branch Delisle Drain
 (Geographic Township of Sandwich South)
 Town of Tecumseh E09DE(23)

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Tax Roll No.	Plan No.	Lot or Part of Lot	Hectares Afft'd	Acres Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-02010	9	3	0.35	0.85	Matthew & Kari Loscher	\$ -	\$ 81.00	\$ -	\$ 81.00
410-02650	10	3	0.23	0.57	Nancy Steeves	\$ -	\$ 54.00	\$ -	\$ 54.00
410-02701	10	5	0.40	1.00	Christopher & Cathy-Lyn McCarthy	\$ -	\$ 94.00	\$ -	\$ 94.00
460-00690	STR	295	0.20	0.50	Michael & Deborah Bissonnette	\$ 364.00	\$ 107.00	\$ -	\$ 471.00
460-006??	STR	295	0.39	0.96	Spidaleri & Broadfoot	\$ -	\$ 93.00	\$ -	\$ 93.00
480-04000	NTR	295	1.44	3.56	Maidstone Recreation Centre	\$ -	\$ 260.00	\$ -	\$ 260.00
480-04300	NTR	295	0.31	0.76	Brian & Marguerite Foubert	\$ -	\$ 56.00	\$ -	\$ 56.00
480-04400	NTR	295	0.17	0.42	Mark Buhler	\$ -	\$ 30.00	\$ -	\$ 30.00
480-04500	NTR	295	0.17	0.42	Shawn & Grace Macdonald	\$ -	\$ 30.00	\$ -	\$ 30.00
480-04600	NTR	295	0.40	1.00	Ronald & Renee Ducharme	\$ -	\$ 71.00	\$ -	\$ 71.00
480-04700	NTR	295	3.35	8.28	Michael & Karen Langlois	\$ -	\$ 514.00	\$ -	\$ 514.00
480-04800	NTR	295	2.02	5.00	Daniel Ryall	\$ -	\$ 323.00	\$ -	\$ 323.00
480-04900	NTR	295	2.02	5.00	Kevin Nussio	\$ -	\$ 323.00	\$ -	\$ 323.00
480-05200	NTR	296	2.02	5.00	Danny & Starla O'Connor	\$ 1,525.00	\$ 301.00	\$ 3,877.00	\$ 5,703.00
480-05300	NTR	296	2.21	5.47	Evelyn & Robert Corcoran	\$ 1,525.00	\$ 324.00	\$ -	\$ 1,849.00
480-05500	NTR	295	1.66	4.11	Samara Mouawad	\$ -	\$ 274.00	\$ -	\$ 274.00
480-05600	NTR	295	1.21	3.00	Robert & Nancy Thomson	\$ -	\$ 201.00	\$ -	\$ 201.00
480-05700	NTR	295	0.81	2.00	Heather Sharpe	\$ -	\$ 135.00	\$ -	\$ 135.00
480-05800	NTR	295	1.21	3.00	Michael & Allison Fredericks	\$ -	\$ 201.00	\$ -	\$ 201.00
480-05900	NTR	296	0.25	0.62	William & Gladys Peiffer	\$ 91.00	\$ 44.00	\$ -	\$ 135.00
480-06400	NTR	296	1.42	3.50	Nicolae & Marcela Paducel	\$ 549.00	\$ 238.00	\$ -	\$ 787.00
480-06500	NTR	296	0.40	1.00	Jessica Hillyard	\$ 152.00	\$ 71.00	\$ -	\$ 223.00
480-06600	NTR	296	0.64	1.59	Preston & Francine Parrott	\$ 244.00	\$ 110.00	\$ -	\$ 354.00
480-06700	NTR	296	1.37	3.38	Wanda Tarnowski	\$ 518.00	\$ 225.00	\$ -	\$ 743.00
480-06800	NTR	296	1.31	3.24	Giovanni & Angela Laudicina	\$ 488.00	\$ 213.00	\$ -	\$ 701.00
480-06900	NTR	296	0.67	1.65	Mustafa Enaami & Szilvia Simon	\$ 244.00	\$ 110.00	\$ -	\$ 354.00
480-07000	NTR	296	3.21	7.94	Danny Joksimovic	\$ 762.00	\$ 505.00	\$ -	\$ 1,267.00
480-07100	NTR	296	0.31	0.76	Frederick Stockwell	\$ 122.00	\$ 56.00	\$ -	\$ 178.00
480-09450	NTR	297	0.44	1.08	Beverly Santarossa	\$ 91.00	\$ 23.00	\$ -	\$ 114.00
480-09500	NTR	296	10.02	24.75	Joseph & Beverly Santarossa	\$ 2,287.00	\$ 580.00	\$ -	\$ 2,867.00
590-01000	NTR	Pts. 295-297	2.02	5.00	Canada Southern Railway Co.	\$ 1,525.00	\$ 396.00	\$ -	\$ 1,921.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ 11,340.00	\$ 6,554.00	\$ 5,811.00	\$ 23,705.00

Schedule of Assessment - West Branch Delisle Drain
(Geographic Township of Sandwich South)
Town of Tecumseh E09DE(23)

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2016-04-28
Tribunal Revision: 2016-12-12

Tax Roll <u>No.</u>	Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	<u>Owner's Name</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	Value of Special <u>Benefit</u>	TOTAL <u>VALUE</u>
5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):									
410-01400	9	5	8.09	20.00	William & Gloria Dennison	\$ 4,574.00	\$ 1,937.00	\$ 1,881.00	\$ 8,392.00
410-01500	9	5	21.35	52.75	Madonna Gemus	\$ 11,283.00	\$ 4,518.00	\$ -	\$ 15,801.00
410-01550	9	5	0.51	1.25	Derek & Corey Gemus	\$ 396.00	\$ 118.00	\$ -	\$ 514.00
410-01700	9	4	24.08	59.50	Augustine & Gaynia Revenberg	\$ -	\$ 4,895.00	\$ -	\$ 4,895.00
410-01800	9	4	12.06	29.80	Tomo & Maria Dobrich	\$ -	\$ 2,448.00	\$ -	\$ 2,448.00
410-01900	9	3	6.48	16.00	Shirley Wilson	\$ -	\$ 1,310.00	\$ -	\$ 1,310.00
410-02000	9	3	3.70	9.15	Matthew & Kari Loscher	\$ -	\$ 654.00	\$ -	\$ 654.00
410-02550	10	3	6.88	17.00	Roberta Diemer	\$ -	\$ 1,384.00	\$ -	\$ 1,384.00
410-02600	10	3 & 4	6.65	16.43	Peter Steeves	\$ -	\$ 1,382.00	\$ -	\$ 1,382.00
410-02700	10	3, 4 & 5	19.19	47.42	John & Catherine Lafferty	\$ 4,574.00	\$ 4,078.00	\$ -	\$ 8,652.00
410-02702	10	5	0.66	1.64	Frank Lafferty Limited	\$ -	\$ 145.00	\$ -	\$ 145.00
460-00600	STR	295	20.59	50.87	Charles McLean & Carol McKeegan	\$ 7,350.00	\$ 3,899.00	\$ -	\$ 11,249.00
460-00700	STR	296	20.23	50.00	Thomas & Linda Halford	\$ 7,562.00	\$ 4,043.00	\$ -	\$ 11,605.00
460-03300	STR	295 & 296	39.39	97.33	John & Catherine Lafferty	\$ 15,704.00	\$ 7,122.00	\$ -	\$ 22,826.00
480-05100	NTR	295 & 296	4.04	9.99	Robert & Pamela Rudy	\$ 366.00	\$ 622.00	\$ -	\$ 988.00
480-05101	NTR	296	4.06	10.02	Roland Jacques & Estelle Vaillancourt	\$ 366.00	\$ 622.00	\$ -	\$ 988.00
480-05400	NTR	296	3.04	7.50	Norman & Rosemarie Jobin	\$ -	\$ 479.00	\$ -	\$ 479.00
480-06000	NTR	296	3.68	9.10	Douglas Desjardins	\$ 1,433.00	\$ 584.00	\$ -	\$ 2,017.00
480-06100	NTR	296	3.34	8.25	Robert Ouellette	\$ 610.00	\$ 271.00	\$ -	\$ 881.00
480-06200	NTR	296	0.51	1.25	Robert Ouellette & Jeraldine Anderson	\$ 1,525.00	\$ 304.00	\$ -	\$ 1,829.00
480-06300	NTR	296	2.42	5.98	Domenic & Paola Acchione	\$ 915.00	\$ 386.00	\$ -	\$ 1,301.00
480-07200	NTR	296	4.37	10.80	John & Margaret Dixon	\$ -	\$ 673.00	\$ -	\$ 673.00
480-09400	NTR	296 & 297	18.11	44.75	Norman & Rosemarie Jobin	\$ 4,178.00	\$ 1,648.00	\$ -	\$ 5,826.00
480-09600	NTR	296	10.12	25.00	Anthony & Loreta Vendittelli	\$ -	\$ 580.00	\$ -	\$ 580.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 60,836.00	\$ 44,102.00	\$ 1,881.00	\$ 106,819.00

Schedule of Assessment - West Branch Delisle Drain
 (Geographic Township of Sandwich South)
 Town of Tecumseh E09DE(23)

- 21 -

2016-04-28
 Tribunal Revision: 2016-12-12

Tax Roll <u>No.</u>	Plan <u>No.</u>	Lot or Part <u>of Lot</u>	Hectares <u>Afft'd</u>	Acres <u>Afft'd</u>	<u>Owner's Name</u>	Value of <u>Benefit</u>	Value of <u>Outlet</u>	Value of Special <u>Benefit</u>	TOTAL <u>VALUE</u>
5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):									
480-05000	NTR	295	2.02	5.00	Joseph & Grace Cassar	\$ -	\$ 323.00	\$ -	\$ 323.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ -	\$ 323.00	\$ -	\$ 323.00
TOTAL ASSESSMENT			305.17	754.07		\$ 96,633.00	\$ 68,950.00	\$ 11,417.00	\$ 177,000.00

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Tecumseh Reference: E09DE(23)

1 Hectare = 2.471 Acres

Project No. REI2014D004

April 28th, 2016

Tribunal Revision 2016-12-12

SPECIFICATIONS**WEST BRANCH DELISLE DRAIN****E09DE(23)****(Geographic Township of Sandwich South)****TOWN OF TECUMSEH****I. GENERAL SCOPE OF WORK**

The West Branch Delisle Drain comprises of an open drain generally located between County Road 46 and South Talbot Road, just west of the community of Maidstone, in the geographic township of Sandwich South, Town of Tecumseh. The work on the drain will extend from the outlet in the Gzowski Drain at County Road 46 as shown on the plans, and proceed southerly to the south side of South Talbot Road, and then westerly along the road to the upstream end of the open drain. The work under this project generally comprises of improvements to the open drain to provide a suitable cross section for conveyance of flows, along with headwall repairs, and cleaning out of all the bridges along the course of the drain. The work on the bridges includes the installation of new concrete filled jute bag headwalls on each end to replace the existing plank endwalls that are collapsing on Bridge 4, a new concrete filled jute bag endwall on the south end of Bridge 5, and on other bridges the repair of headwalls comprising of stacked broken concrete pieces. Work on the drain includes excavation, supply and installation of quarried limestone on filter cloth general erosion protection and rock chute inlets. The proposed work is intended to address the repair and improvement of the open drain, bridges, any tile end improvements, and erosion protection in accordance with current standards.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "C"**. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the Gzowski Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work site subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available, and the notes in **Appendix "A"**. The Contractor is advised that no work may be carried out in the existing drain from March 15th to

June 30th of any given year because the drain is directly connected to a downstream drain that is classified as sensitive to impacts on aquatic life and habitat by E.R.C.A. and D.F.O.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) former Municipal Agreement review. A copy of the relevant information that was provided in the former Agreement is included herein as part of **Appendix “B”**.

The Contractor is to review **Appendix “B”** in detail and is required to comply, in all regards, with the contents of said M.N.R.F. information, or any future requirements, and follow the special requirements therein included, during construction.

Notwithstanding the above, the Contractor is advised that the Town had signed an **Agreement** with the Ministry of Natural Resources and Forestry (M.N.R.F.) regarding the maintenance operations on Municipal drains and the Endangered Species Act (E.S.A.), 2007. We have reviewed the endangered species maps and any concerns will be provided in **Appendix “B”**. Certain species such as turtles and snakes are mobile and may be encountered during construction. Therefore, the **“SCHEDULE C MITIGATION PLAN”** of the former **Agreement** (pages 13 through 23) has been included in **Appendix “B”** in its entirety for further information and use by the Contractor.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary equipment and materials outlined in the **“SCHEDULE C MITIGATION PLAN”** to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. staff in the proper handling of the endangered species as outlined in the **“MITIGATION PLAN”**, and as may be further directed by the Drainage Superintendent or the M.N.R.F., and shall govern all its operations accordingly.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the west and south sides of the West Branch Delisle Drain except for the area on Parcels 480-05200 and 480-06200 where the work will be done from the east side. The Contractor shall have access for a minimum width of 6 metres (20 feet) abutting the proposed drainage works. The Contractor may utilize the work area as necessary, to permit the completion of all of the work required to be carried out for this project along with an area sufficient to spread the excavated material to a maximum depth of 100mm on the adjacent lands beyond any grass buffer or driveway access. At all lawn areas the excavation material shall be trucked away and disposed of by the Contractor at a site to be obtained by the Contractor at its expense. The Contractor shall also have access along the roadway boulevards at lawn areas and through the driveways from King's Highway No. 3 and other roadways as necessary to access the open drain and carry out the work on the existing access bridges as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridges to carry out the removal of the sediment, repairs of the headwalls, and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the grass buffer and driveway areas abutting the drain. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil placement, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works from top of bank to top of bank, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be cut as close to the ground as practicable and within the drain banks parallel to the side slopes. Except as noted herein, stumps shall be left in place and shall be sprayed with a single application of stump killer (Diphenoprop BK700 or approved equal). All removed materials shall be put into piles by the Contractor in locations adjacent to the drain and within the working corridors, where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its

expense. In all cases, trees and brush shall be stockpiled on the property on which they were cut. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor shall assume all responsibility for control of the burn, obtaining all utility locates in the area of each burn site, all responsibility for liabilities related to the burning of the brush and smoke generated, and will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. All work shall be carried out in conformance with the Town by-laws for same as attached to these specifications in **Appendix "D"**. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical on private lands adjacent to the drain and within the working corridors, especially mature trees beyond the drain sideslopes. The landowners will be requested to mark trees that they wish to save if possible and the Contractor shall review the removal of trees with the Drainage Superintendent or Engineer.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Engineer, and the landowners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culverts and enclosures while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. DRAIN EXCAVATION

Prior to commencing excavation work, the Contractor shall arrange to meet on-site with the Town Drainage Superintendent to mark and accurately determine the number and location of any lateral and main tiles requiring repair.

The Contractor, when doing its excavation or any other portion of the work, shall be very careful not to interfere with, plug up or damage, any existing surface drains, swales and lateral or main tile ends. If it is found that said existing drains are interfered with in any way, the Contractor will be required to unplug or repair said drains immediately, at no extra cost to the project. If it is found that any existing lateral tiles or main tile drains or tile ends have been cut off or damaged in any way during the course of the work, the Contractor will be required to either repair or replace them. All work shall be completed to the full satisfaction of the Town Drainage Superintendent at no extra cost to the project.

The alignment of drains throughout shall be to the full satisfaction of the Town Drainage Superintendent. The whole of the work shall be done in a neat, thorough and workmanlike manner to the full satisfaction of the Town Drainage Superintendent.

The drain shall be of the size, type, depth, etc. as shown on the accompanying drawing. When completed, the drain shall have a uniform and even bottom and in no case shall such bottom project above the grade line, as shown on the accompanying drawing, and as determined from the Bench Mark. The finished side slopes of the drain shall be 1.5 metres horizontal to 1.0 metre vertical.

The excavated material to be cast onto the adjoining lands shall be well and evenly spread over a sufficient area so that no portion of the excavated earth is more than 100mm in depth. The material shall be kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material. The excavated material to be spread upon the lands shall be free from rocks, cobbles, boulders, stumps, rubble, rubbish or other similar material and these materials, if encountered, shall be hauled away by the Contractor and disposed of at a site to be obtained by it at its expense.

Where the drain crosses any lawn, garden, orchard or driveway, etc., the excavated material for the full width of the above mentioned areas shall be hauled away by the Contractor and disposed of to a site to be obtained by the Contractor at its expense. All work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall be responsible for any permits required and shall provide copies of same to the Town and Consulting Engineer when requested.

The Contractor shall satisfactorily clean through all existing pipe access bridges to the grade line as shown on the accompanying drawing. As part of the excavation work, the Contractor will also be required to clean out all concrete or steel span bridges along the course of the drain, and provide the channel cross-section as shown on the drawings. When necessary, the existing bridge shall be taken out and be re-installed to the correct grade in accordance with the profile on the plans. If the existing pipe is damaged in any way during the course of the work, the Contractor will be required to either repair or replace same to the full satisfaction of the Municipal Drainage Superintendent or the Engineer, at no extra cost to the project. Excavated materials from cleaning out bridges shall be disposed of by the Contractor to a site to be obtained by it at its expense.

The open drain shall be excavated to the lines, levels, grades and cross-sections as shown on the accompanying drawings, or as may be further established by the Municipal Drainage Superintendent or the Engineer at the time of the work. The drain shall be carefully excavated so as not to disturb the existing banks, rock protection and vegetation, except for those portions of the drain where widening or restoration of a stable drain bank configuration is required. The bottom width of the drain and the sideslopes of the excavation shall conform to the dimensions given on the drawings. In no case shall the drain bottom project above the grade line as shown on the accompanying drawings and as determined from the Bench Mark. The finished sideslopes of the drain shall be 1.5 horizontal to 1 vertical, unless otherwise noted and the drain shall have a bottom width of 0.9 metres throughout the length of the drain.

Stations have been established along the course of the drain and are numbered consecutively, 1+000, 1+030, 1+060, etc. Said Stations are spaced 30.0 metres apart. All cross-sections shown on the drawings indicate the appropriate banks and the Contractor shall take care to ensure that all bank cutting is completed on the proper side of the drain.

If cutting of the sideslopes is required, the Contractor shall scavenge any available topsoil from the sideslopes during its excavation operations. Said topsoil material shall be sprinkled on the finished cut slopes ready for harrowing and seeding in accordance with these Specifications. It is expected that approximately 25mm to 50mm of scavenged topsoil will be spread on all areas to be seeded.

In all cases, the disposal of any trucked material will be the responsibility of the Contractor and any work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall ensure that any permits required for fill disposal are obtained from the appropriate authority. The Contractor will be responsible for keeping all private and public roadways free and clear of mud and debris resulting from its use of same for access and hauling purposes.

Should there be any out of repair lateral or main tiles along the course of the open portion of the Drain, the Municipal Drainage Superintendent shall arrange for the repair and improvement of same. The Contractor will be required to reconstruct same after completing the excavation works. For main tile extensions, the plastic drain tile to be used shall be of the same size as the existing plastic tile or one (1) size larger than an existing clay tile. It shall be placed at the outlet end and shall be installed no lower than 300mm above the finished bottom of the drain, and said end shall not extend beyond the drain sideslopes more than 150mm. All plastic drain tile extensions shall be backfilled with good, dry, clay type fill material available from the excavation and the same shall be satisfactorily compacted in place with the use of a shovel bucket so that a minimum Standard Proctor Density of 95% is achieved. All main tile extensions shall be connected to existing main tiles or pipes with the use of mortar joints or manufacturer's couplings. Mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to produce a stiff mix, and the mortar connection shall be performed to the full satisfaction of the Municipal Drainage Superintendent or the Engineer. All main tiles shall have rodent protection installed at the outlet ends by the Contractor.

The Contractor shall protect all tile ends along the course of the drain. If the Contractor damages any tiles during its operations, the Contractor shall repair same at its own cost. Should the Municipal Drainage Superintendent find any lateral tiles that are out of repair, he shall instruct the Contractor to repair and improve same. The Contractor shall install not less than 3.66 metres of similar sized Big "O" pipe, non-perforated, a similar sized plastic adapter to connect the Big "O" pipe to the tile, and a rodent screen on the outlet end of same. The Big "O" pipe shall be placed at the bank so that the outlet end, wherever possible, shall be set approximately 300mm above the finished bottom of the drain, and said end shall extend beyond the drain bank sideslopes not more than 150mm. The Big "O" pipe adapter and rodent screen are available from the Comber Tile Yard Ltd., Comber, Ontario. The Contractor shall note that the excavated area along the drain sideslopes where tile end extensions have been installed shall be fine graded and readied for seeding and mulching. The seeding and mulching shall be performed as specified herein, and shall be considered part of the tile drain extension and installation procedure. All work shall be in accordance with the "Standard Tile Outlet Detail" shown in **Appendix "C"**.

VII. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to replace any fence that is taken down in order to proceed with the work, and the fence shall be replaced in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall

replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

VIII. DETAILS OF BRIDGE WORK

The Contractor shall completely remove and dispose of any end protection on both ends of Bridge 4 and the south end of Bridge 5. For the other bridges to be repaired at this time, the Contractor shall salvage headwall materials that are useable and provide any additional materials as required. The existing pipes shall be cleaned out and the removed material disposed of as provided for in the schedule of items and prices. The Contractor shall load up and haul away all deleterious material from the bridge sites as set out further in these specifications. The drain cross section in the location of the bridges shall be restored in accordance with the profile and any exposed banks restored as noted in these specifications.

The Contractor shall also note that the placement and repair of the headwalls is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain for a distance of 3.05 metres (10.0 ft.) upstream and downstream of said pipe. The design parameters of the West Branch Delisle Drain at the location of these access bridges consists of a 0.90m (3.0 ft.) bottom width, bottom grade as shown on the profile, and 1.50 horizontal to 1.00 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also be required to dispose of all excavated and deleterious materials, as well as any demolished unsuitable concrete, wood and grubbed out materials, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the headwall to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe headwall footing, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The installation of the access bridge culvert headwalls, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this access bridge headwalls is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

As the new headwalls are being satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S. Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the area behind the headwalls, which shall be granular material M.T.O. Type "A" O.P.S. Form 1010.

The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the "**Standard Specifications for Access Bridge Construction**" attached within **Appendix "C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases,

shall comply with these specifications and upon completion of the end protection installation shall restore the adjacent areas to their original conditions.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the bridge corners, and native fill to all gore areas. The Contractor shall protect any existing landscape features during the course of the work.

As part of the work the Contractor shall be required to protect or extend any existing lateral tile ends which are found to be damaged or out of repair. All existing lateral tile drains, where required, shall be extended with "ditch ends" with rodent grates and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with a sufficient mass of concrete grout around the full exterior perimeter of each joint and a rodent grate provided on the drain end.

The Contractor is to also note that all granular material being placed as backfill for any bridge headwall installation shall be compacted in place to a minimum Standard Proctor Density of 98%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge repairs, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for the installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The Contractor shall completely remove and dispose of the sediment in all the other access bridges along the course of the drain. Sediment shall be flushed out of the pipes with care being taken not to damage the pipes. All removed materials shall be loaded up and hauled away by the Contractor for disposal.

IX. REMOVALS

In the future when maintenance work is carried out and where existing access bridges are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing culvert pipe and the existing endwalls in their entirety, as well as any other deleterious materials that may be encountered in removing same. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge culverts and drain cleaning shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any deleterious material excavated for removal of the headwalls shall also be hauled away and disposed of by the Contractor.

X. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

Along the course of the existing drain, portions of the bank sideslopes have been protected with quarried limestone riprap on filter cloth material. The Contractor shall not place any rock chute or additional general erosion protection on the drain until such time as that portion of the drain has been completely excavated and any trimming of the sideslopes has been carried out. Where large erosion problems exist, the Contractor shall fill the washouts with well-compacted clay materials and provide a clearly defined outlet for the surface water.

Once the excavation of a portion of the drain has been completed, the Contractor shall contact the Municipal Drainage Superintendent on the project to attend at the site to ascertain and locate exactly where the rock chutes and general erosion protection are to be provided and the extent of same. The rock chutes and general erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with a synthetic filter mat. The filter mat shall not only be laid along the flat portion of the rock chute or erosion protection, but also contoured to the exterior limits between the quarried limestone and the unprotected slope. The width of the rock chutes and general erosion protection shall be as determined and as directed by the Municipal Drainage Superintendent or the Engineer during construction. The Contractor in placing the rock chute and erosion protection shall carefully tamp quarried limestone pieces into place with the use of a shovel bucket so that the rock chutes and erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain and sideslopes along either side of the rock chute or general erosion protection. The rock chute and general erosion protection shall match the natural contour of the spillway where applicable, so that the surface water can freely discharge into the drain. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Amherst Quarries Ltd., in Amherstburg, Ontario, or equal.

At all of the swale and furrow locations entering the drain it is required that general quarried limestone erosion protection and rock chutes be provided on the drain slopes, at any locations indicated, and to the widths generally shown within the details and notes included in the accompanying drawings. The rock chutes shall be v-shaped and constructed to direct all flows through the centre portion of the rock chute. Where the drain banks are showing erosion or slumping and distress, the Contractor shall provide quarried limestone on filter cloth general erosion protection as outlined below. Protection locations shall be as established in

consultation with the Town Drainage Superintendent and the Engineer and shall include any areas noted on the profile.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Engineer during construction. In placing the erosion protection the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the equipment bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherstburg Quarry, in Amherstburg, Ontario, or equal.

XI. BENCH MARKS

Also, for use by the Contractor, we have established Bench Marks along the course of the work, as shown on the plans. The Contractor shall work with the Drainage Superintendent or Engineer to transfer the bench marks as necessary to be used in setting the drain and pipe design grades.

In all cases, the Contractor is to utilize the specified bench marks and drain grade to control its work. The Contractor shall ensure that it takes note of the direction of flow and sets all grades to assure that all flows go from west to east or south to north to match the direction of flow within the drain.

XII. ANCILLARY WORK

During the course of any work to the bridges along the course of the drain, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" included in the plans, unless otherwise noted. Connections shall be made using a manufactured coupling where possible. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

The Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

Although it is anticipated that the bridge work at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of each bridge site during the time of construction. The straw bale check dam shall be to the satisfaction of the Town Drainage Superintendent or the Engineer and must be removed upon completion of the construction. The straw bales may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for the bridge removal.

XIII. TOPSOIL, SEED AND MULCH

The Contractor will be required to protect grass buffers and driveway accesses along the top of the drain bank where they currently exist. Where any of these are damaged, they shall be fully restored including placement of topsoil. The topsoil shall be prepared for seeding as noted further in these specifications. Should the existing topsoil be treated to prevent grass growth, the Contractor shall strip the existing topsoil material back and spread it on the adjacent field and supply 50mm thick imported topsoil, or topsoil material scavenged from the drain banks at rock protection locations, that is suitable for growing grass.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

All of the work relative to the placement of topsoil and the seeding and mulching operation shall be meticulously done and completed in a good and workmanlike manner all to the full satisfaction of the Town Drainage Superintendent and the Engineer.

XIV. DETAILS OF FUTURE BRIDGE WORK

The Contractor shall provide all material, labour and equipment to repair and improve the existing access bridges requiring maintenance work in the future, along with endwall repairs and other improvements as noted.

All existing bridges and enclosures shall be replaced with new aluminized steel Type II corrugated Hel-Cor pipe, smooth wall aluminized steel Ultra Flo pipe, or Boss 2000 H.D.P.E. smooth wall plastic pipe, or equal. The pipes shall be long enough to provide a minimum clear top width of 6.1m (20') between the endwalls. Pipes shall be provided one size bigger than the existing pipes and be embedded a minimum of 10% of their diameter below the design bottom grade of the drain. Bridge 8 requires a 1200mm diameter pipe. All steel piping sections shall be connected by the use of 9 corrugations (9-C) or hugger band bolted couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendations. Plastic piping shall be connected together with wrap couplers installed in accordance with the manufacturer's recommendations. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections.

The culvert pipe replacements on this drain shall be set to the grades as shown on the plans or as otherwise established herein and the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the bridge alignment as they deem necessary to suit the site conditions. All work on the bridges and enclosures shall be carried out in general accordance with the items in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"** attached to this specification and labelled **Appendix "C"**.

XV. FUTURE ACCESS BRIDGE & ENCLOSURE PIPE INSTALLATION

The new corrugated steel pipes (C.S.P.) or smooth steel Ultra Flo pipes to be installed on this project when the drain is maintained in the future shall be aluminized steel type II with the thickness and corrugation profile specified on the plans or in the schedule of items and prices. Pipes are required to be provided in the longest lengths that are available. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured 9-C or hugger band bolted coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints.

Any future new heavy duty smooth wall High Density Poly Ethylene (H.D.P.E.) plastic pipes to be installed on this drain are required to be provided in the longest lengths that are available, and shall be no less than 2.0 metres long when shorter sections are needed to meet the overall pipe length. All plastic pipe shall be 320 kPa strength and have a C.S.A. stamp. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured wrap coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints. Plastic pipe ends shall be secured against flotation.

The Contractor shall note that the placement of any new replacement culvert or enclosure pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the pipe and for a distance of 3.05 metres (10 ft.) upstream and downstream of the pipe. The Contractor shall note that the pipe inverts are to be set a minimum of 10% of the pipe diameter below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O.

The installation of the complete length of the new replacement culvert or enclosure pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or the Consulting Engineer's Inspector prior to backfilling any portions of same. Under no circumstance shall the Contractor commence the construction or backfill of the replacement culvert or enclosure pipe without the site presence of the Town Drainage Superintendent or the Consulting Engineer's Inspector to inspect and approve said installation. The Contractor shall provide notice to the Town Drainage Superintendent or the Consulting Engineer a minimum of two (2) working days prior to commencement of the work. The installations of the new replacement culvert structures are to be performed during normal working hours of the Town Drainage Superintendent and the Consulting Engineer from Monday to Friday unless written authorization is provided by them to amend said working hours.

For the access bridge and enclosure installations, once the new aluminized steel type II corrugated pipe, the smooth wall Ultra Flo aluminized pipe, or the H.D.P.E. plastic pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. Form 1010 with the following exception. The top 305mm (12") of the backfill material for the full top width of the access, and the full top width of the drain or the excavated trench, and any approaches to the west and transitions to the east shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. All of the driveway approach areas extending from the Municipal roadway to the west face of the new bridge culvert shall be backfilled with compacted granular material M.T.O. Type "A" O.P.S.S. Form 1010, but only after all topsoil material has been completely removed and disposed of, and the minimum thickness of this granular material shall be 305mm (12"). All areas outside of the access driveway shall be backfilled with native material compacted to 95% of Standard Proctor Density and topped with a minimum of 50mm of topsoil, and receive seed and mulch.

For hard surface driveway crossings, the top 305mm (12") of the backfill over the pipe below the hard surface treatment shall comprise granular material M.T.O. Type "A" O.P.S.S. Form 1010 compacted to a minimum of 100% Standard Proctor Density. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the pipe. To ensure that no damage is caused to the proposed pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Consulting Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work. The Contractor shall restore any asphalt surface by placing a minimum of the existing thickness or a 90mm minimum thickness of Type HL-4 hot mix asphalt. The asphalt shall be supplied and placed in two (2) approximately equal lifts compacted to a value ranging from 92% to 96% of maximum relative density as per O.P.S.S. 310. For existing concrete driveways, the Contractor shall carefully remove the concrete to the nearest expansion joint. The concrete driveway shall be restored to the original length and width that was removed and include 150mm thick, 30mPa concrete, with 6% \pm 1% air entrainment and 6x6-6/6 welded wire fabric reinforcing installed at the midpoint of the slab. All slab surfaces shall be finished to provide an appearance approximating the finish on the existing concrete driveway abutting the replacement.

The Contractor will be responsible to restore any damage caused to the roadways at its cost. All damaged hard surface roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work. The extent of the repairs shall be established in consultation with the Town Drainage Superintendent, the Road Authority, and the Consulting Engineer and the repairs shall be completed to their full satisfaction.

The Contractor shall protect existing concrete headwalls wherever possible. The Contractor shall carefully extract the existing pipe from the wall, cautiously enlarge the opening as required, and install the new replacement pipe through the salvaged wall. The new pipe shall be thoroughly grouted in place for the full thickness of each headwall, with the surface finish of the grout blended to match to the existing concrete headwall finish, as closely as possible. Grout used for the wall repair shall be in pre-mixed bags or shall comprise of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix and the grouted mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that any intercepted pipes along the length of the existing culverts or enclosures are to be extended and connected at its cost to the new pipe unless otherwise noted in the accompanying drawings.

The Contractor shall also note that the placing of the new access bridge culverts and enclosures shall be completed so that they totally comply with the parameters established and noted in the Bridge Details and Tables for each culvert replacement or new installation. These culverts shall be set on an even grade and the placement shall be performed totally in the dry, and the Contractor should be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor shall also be required to supply a minimum of 100mm (4") of 20mm (3/4") clear stone bedding underneath the culvert pipe extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing the access bridge or enclosure culvert, it shall be required to excavate a trench having a width not less than the new pipe outside diameter plus a 600mm working width on both sides of the new pipe to allow for proper installation of granular backfill and compaction of same. The Contractor shall also note that all pipe installations are to be carried out with approximately 10% of their diameter embedded below the drain design bottom, as shown and noted on the plan and profiles for each of the access bridge installations.

Unless otherwise shown or noted, the Contractor is to provide new concrete filled jute bag headwalls or sloped quarried limestone on non-woven filter cloth end protection for the access bridges and enclosures being maintained in the future.

The concrete filled jute bags are to be provided and laid out to match the existing walls or as is shown and detailed in any accompanying drawings and as is noted in the Standard Specifications in **Appendix "C"**. In all cases, the concrete filled jute bag headwalls shall be topped with a minimum 100mm (4") thick continuous concrete cap for the entire length of the headwalls. The headwalls shall be installed on an inward batter to be not less than 1 horizontal to 5 vertical, and under no circumstances shall this batter, which is measured from the top of the headwall to the projection of the end of the pipe, be less than 305mm (12"). On the road side the walls shall be deflected approximately 45 degrees to provide daylighting and a better approach across the new replacement bridge.

The installation of the concrete filled jute bag headwalls, unless otherwise specified, shall be provided in total compliance with the Items 1, 3 and 4 included in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of this specification and labelled **Appendix "C"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **"Typical Concrete Filled Jute Bag Headwall End Protection"** detail also shown therein.

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the access pipe, from the invert of said pipe to the top of the driveway elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "C"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each end of the driveway entrance. All work shall be completed to the full satisfaction of the Municipal Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2, Item 3, and Item 4 of the **“STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION”**. These are attached to the back of these specifications and labelled **Appendix “C”**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **“Typical Quarried Limestone End Protection Detail”** also in **Appendix “C”**.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Municipal Drainage Superintendent or the Consulting Engineer during construction. In placing the erosion protection, the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the excavator bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtex Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Amherst Quarries Ltd., in Amherstburg, Ontario, or equal.

XVI. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Tecumseh, the Ministry of Transportation Ontario (M.T.O.) and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Tecumseh, M.T.O. or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and the Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Town a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work. The Contractor will also be required to submit to the Town a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$2,000,000.00 on this project, and shall name the Town of Tecumseh and its officials, M.T.O. and its officials and the Consulting Engineer and its staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Municipal Clerk and the Consulting Engineer prior to the commencement of work.
- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
 - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
 - ii) proof of advertising
 - iii) a Statutory Declaration, in a form satisfactory to the Consulting Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee CCDC2 shall govern and be used to establish the requirements of the work.

APPENDIX "A"

RE: West Branch of the Delisle Drain - Town of Tecumseh

From: Cynthia Casagrande

Sent: Wednesday, December 18, 2013 12:20 PM

To: 'Phil Bartnik'

Cc: Gerard Rood (gerard@roodengineering.ca)

Subject: RE: West Branch of the Delisle Drain - Town of Tecumseh

Dear Phil:

This office received your notice of request for repair and improvement to the West Branch of the Delisle Drain.

A review of our floodplain mapping for the West Branch of the Delisle Drain indicates that this drain is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

At this time, we do not expect that there will be any extraneous comments or concerns with respect to this project. However, we cannot be more specific in this regard without an actual proposal to review.

With respect to Department of Fisheries and Oceans (DFO) concerns and comments, as of November 25, 2013 due to amendments to the *Fisheries Act* coming into effect, the existing partnership agreements between DFO and Conservation Authorities (CA's) have lapsed. DFO and Conservation Ontario are currently working to develop a new Memorandum of Understanding for a partnership under the new Fisheries Protection Program. A target date of April 2014 has been set for the new agreements. In the interim, the proposed works to the West Branch of the Delisle Drain will need to be self-assessed by you, the proponent, through the DFO website at <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>. Through the self-assessment process, you will be able to determine if these works require a formal authorization under the *Fisheries Act*.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Technician

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

[\(519\) 776-5209, Ext. 349](tel:5197765209)

STANDARD E.R.C.A. AND D.F.O.
MITIGATION REQUIREMENTS

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window will require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.

Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

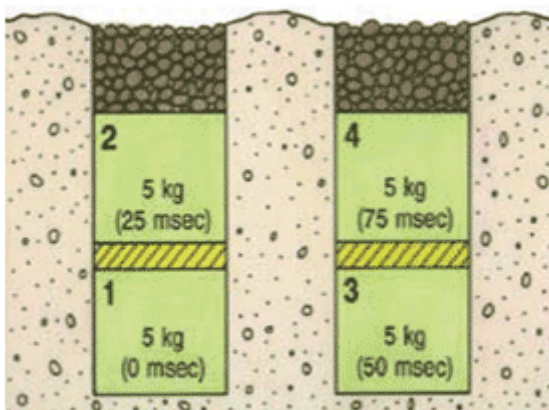
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
 - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
 - Repairs to erosion and sediment control measures and structures if damage occurs.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msec delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:
2013-11-25

APPENDIX "B"

SCHEDULE C

MITIGATION PLAN

The Mitigation Plan shall be in effect until June 30, 2015.

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

PART A. DEFINITIONS

1. Definitions:

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at www.dfo-mpo.gc.ca, which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at www.dfo-mpo.gc.ca, that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;

"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

- 1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS

2. Process Charts

- 2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

3. Review of Documentation

- 3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:
 - (a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;
 - (b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;
 - (c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and
 - (d) the Process Charts to determine if prior notification is required;
 - (e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.
- 3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

4. Sensitive Areas Maps

- 4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

5. Prior Notification to Seek Direction

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
 - (a) in a place;
 - (b) at a time; or
 - (c) in a manner,

that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

- 5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:
- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*, or
 - (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.
- 5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

6. General Mitigation Measures

- 6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:
- (a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;
 - (b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and
 - (c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:
 - (i) Beaver Dam Removal;
 - (ii) Bridge Maintenance;
 - (iii) Culvert Maintenance;
 - (iv) Isolated Pond Construction;
 - (v) Maintenance of Riparian Vegetation in Existing Right of Ways; and
 - (vi) Temporary Stream Crossing.

PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS

ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES

7. Activities undertaken in Sensitive Areas for Fish

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall Contact the MNR to seek further direction.
- 7.2. Section 7.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES

8. Activities undertaken in Sensitive Areas for Mussels

- 8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 8.2. Section 8.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

- 9.1. The Municipality will ensure any person:
 - (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles

- 10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
 - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
 - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
 - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and

- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

11. Measures for Encounters with Turtles During a Sensitive Period

- 11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
 - (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
 - (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
 - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

12. Measures for Encounters with Turtles Laying Eggs or Nest Sites

- 12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:
- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
 - (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
 - (c) store all captured injured individuals and collected eggs out of direct sunlight;
 - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
 - (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
 - (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
 - (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
 - (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
 - (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

13. Measures for Encounters with Turtles Outside of a Sensitive Period

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
 - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
 - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
 - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured Individuals Outside of a Sensitive Period

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
 - (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
 - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
 - (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
 - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
 - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
 - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
 - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
 - (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
 - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
 - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;

- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

- 20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 16;
 - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
 - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
 - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
 - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

- 21.1. Where uninjured individuals are captured under section 20.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.

- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
 - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
 - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
 - (d) not use any broad spectrum herbicides in Sensitive Areas; and
 - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
 - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
 - (ii) working around trees,

- (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
- (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals, and
- (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

25. Measures for Other Trees

- 25.1. Where Kentucky Coffee-tree may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree within the Work Zone during work planning site visits;
 - (b) avoid disturbance to all individuals identified under (a) above, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance where any of the individuals occur,
 - (ii) working around trees,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

26. Compliance Monitoring.

- 26.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 26.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

27. Reporting

- 27.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 26.1 and 26.2 during the previous twelve months to the MNR Designated Representative.

28. Review

- 28.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

APPENDIX 'C'

STANDARD SPECIFICATIONS **FOR ACCESS BRIDGE CONSTRUCTION**

1. CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the new pipe in place, it shall completely backfill same and install new concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 25 Mpa at 28 days and shall include 6% \pm 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 500mm (20") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Town Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Town Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, the Engineer and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

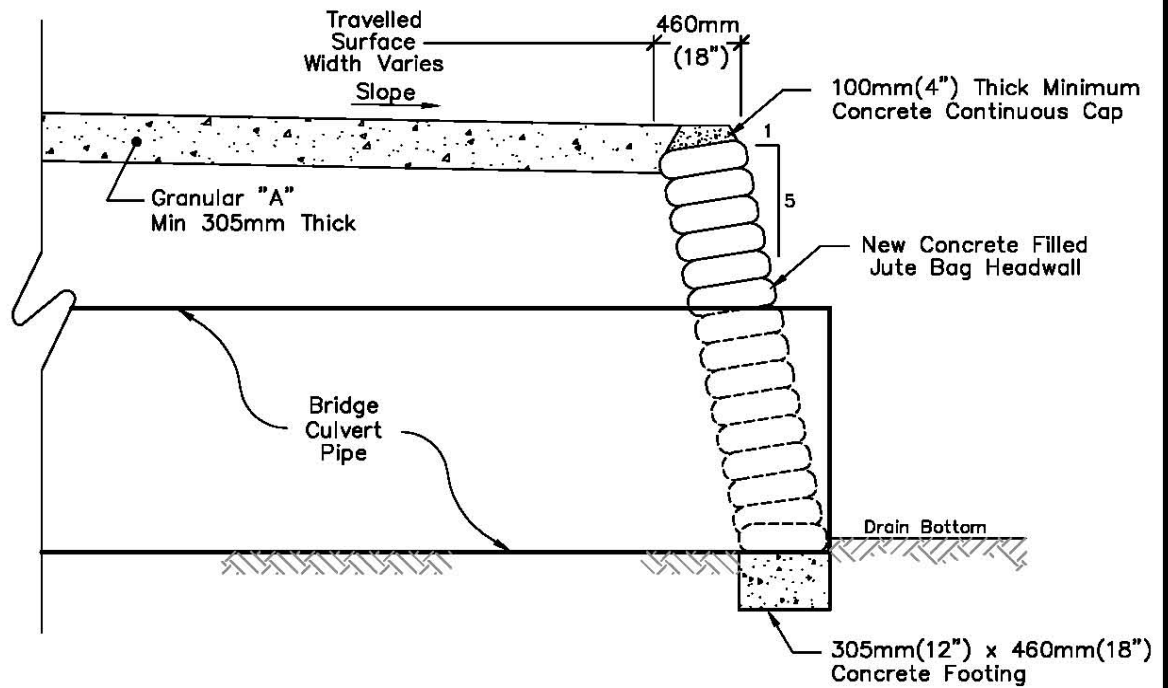
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations.

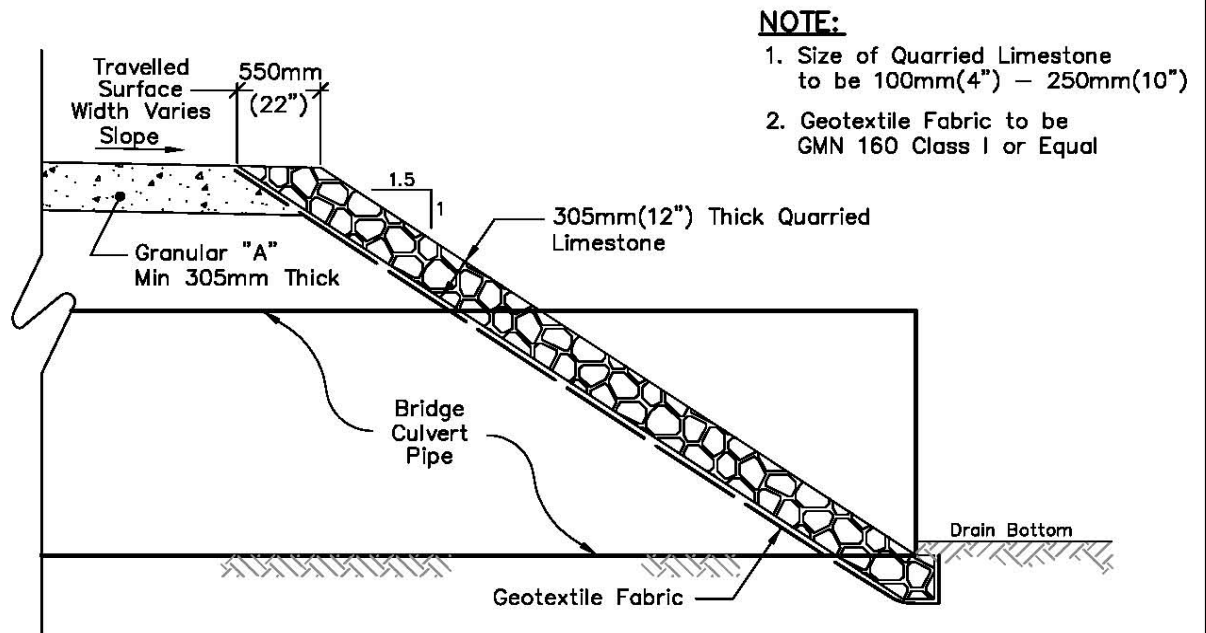
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Town Drainage Superintendent and Engineer.



Typical Jute Bag Headwall



Typical Quarried Limestone End Protection

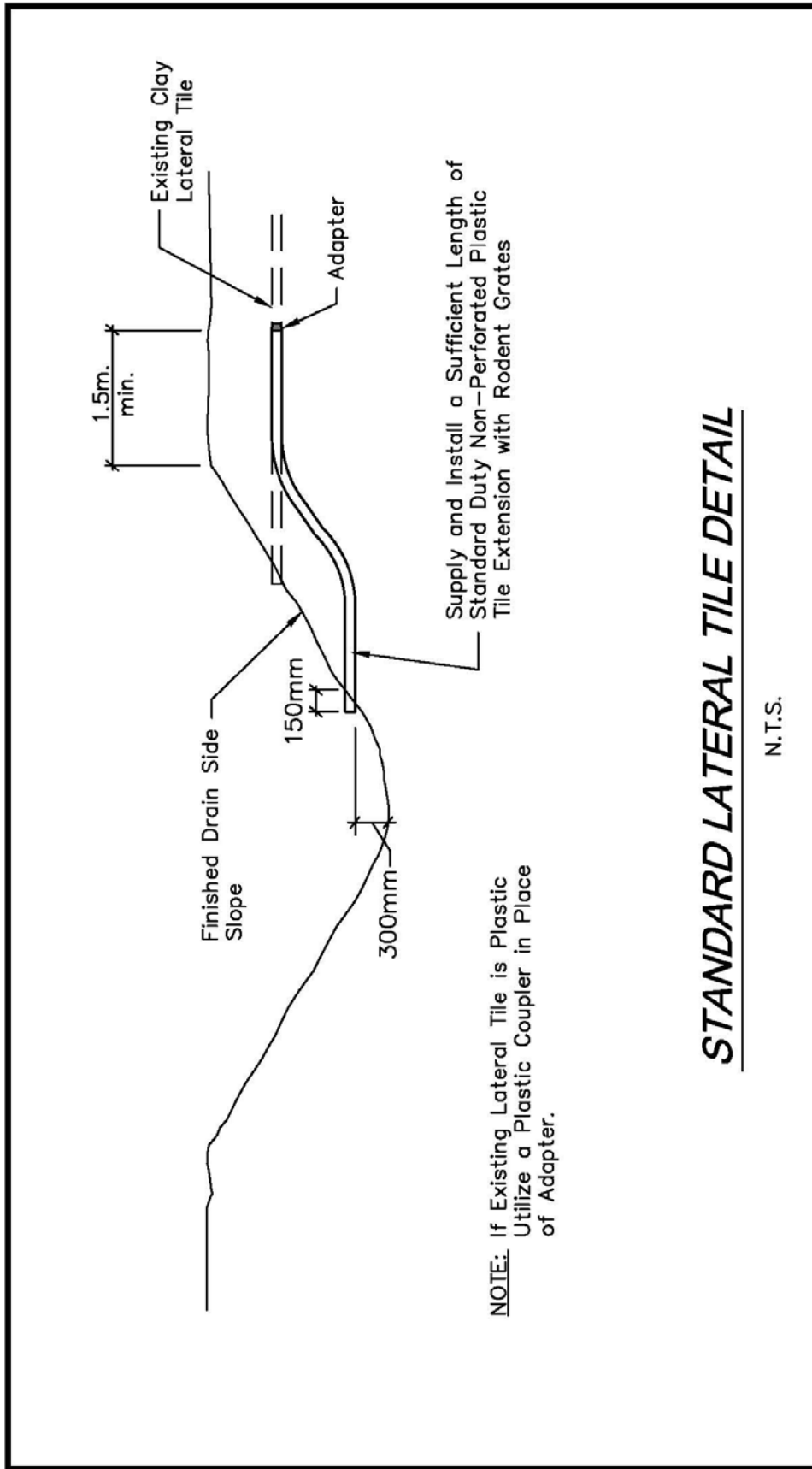
Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621



APPENDIX 'D'

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26th day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:
 - 4.9 Permitted fires, except those described in Section 4.4, shall,
 - a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
 - b) in residentially zoned areas, be completely extinguished by 2:00 a.m.
2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:
 - 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

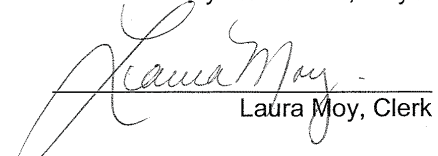
5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

READ a first, second, third time and finally passed this 11th day of September, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

AND WHEREAS Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

AND WHEREAS Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:

1. DEFINITIONS

In this By-law:

- 1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.
- 1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.
- 1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.
- 1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.
- 1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.
- 1.6 "Farmlands" means land designated "agricultural".
- 1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.
- 1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.
- 1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.
- 1.10 "Open Air Burning" means any fire set in the Open Air.
- 1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.
- 1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.
- 1.13 "Person" means an individual, business, a partnership or a corporation.
- 1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.
- 1.15 "Police Officer" means any member of the Ontario Provincial Police.
- 1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.
- 1.17 "Town" means The Corporation of the Town of Tecumseh.

2. ADMINISTRATION AND ENFORCEMENT

- 2.1 The Chief Fire Official shall be responsible for the administration of this by-law.
- 2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.
- 2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.
- 2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.
- 2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

3. ENVIRONMENT

- 3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.
- 3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.
- 3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:
 - (a) decrease in visibility on any highway or roadway;
 - (b) threaten a rapid spread of fire through a grass or brush area;
 - (c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

4. GENERAL PROVISIONS

- 4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.
- 4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.
- 4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,
 - (a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;
 - (b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

- 4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;
- (b) installation and location of Burning Appliances must meet the manufacturer's specifications.
- 4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;
- (b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;
- (c) an Open Air fire shall be restricted to daylight hours only;
- (d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater than one (1) hectare in size;
- (e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.
- 4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.
- 4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.
- 4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.
- 4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height.
- 4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:
- (a) responsible and liable for any damage to property or injury to person occasioned by said fire;
- (b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

- (c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

- 4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.
- 4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.
- 4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

5. FIRES REQUIRING PERMITS

- 5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.
- 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.
- 5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.
- 5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

6. OFFENCES

- 6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;
- (b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

7. FINES

- 7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand (\$5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

8. SEVERABILITY

- 8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

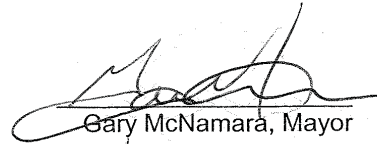
10. **EFFECTIVE DATE**

10.1 This by-law shall come into full force and take effect on the 1st day of July, 2007.

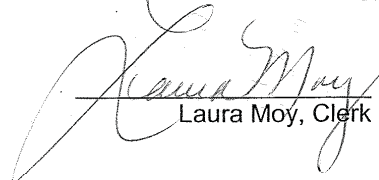
11. **REPEAL**

11.1 By-law No. 2005-57 is hereby repealed.

READ a first, second, third time and finally passed this 26th day of June, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

SCHEDULE "A"
By-law Number 2007-41

**THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES**

"Full Cost Recovery Basis" includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

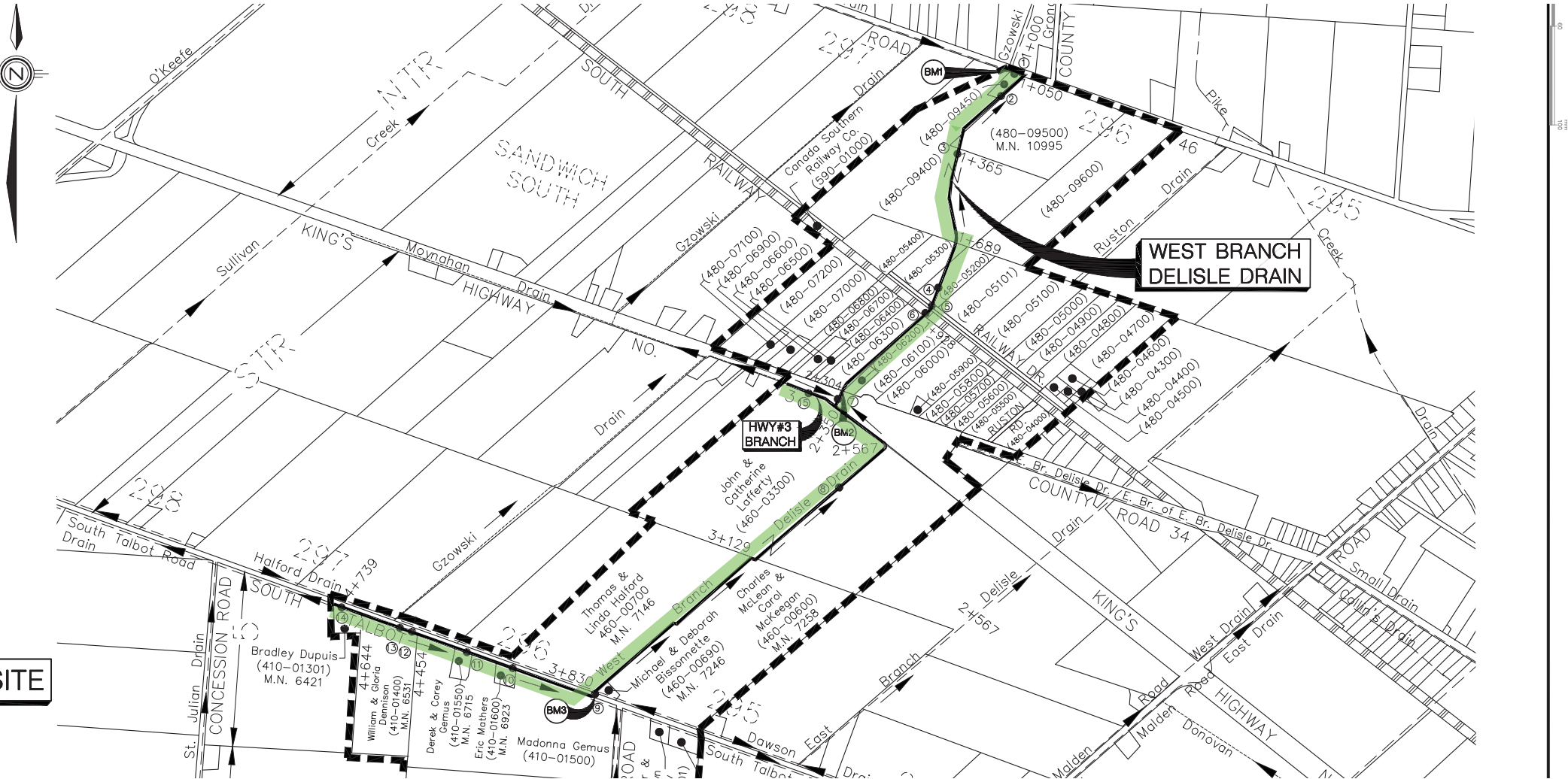
Emergency Services Rendered:

- (a) \$350.00 first hour or part thereof per piece of equipment;
- (b) \$175.00 each additional half-hour or part thereof per piece of equipment;
- (c) \$42.00 first hour or part thereof per firefighter who responds to the call;
- (d) \$27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;
- (e) the cost of all extinguishing agents required to extinguish the fire.

No Emergency Services Rendered:

- (a) \$350.00 flat rate per piece of equipment where services are not required nor provided;
- (b) \$42.00 flat rate per firefighter who responds to the call for service.

APPENDIX 'E'



Drain Work Area

PLANS, PROFILES & SECTIONS

OF THE

WEST BRANCH OF DELISLE DRAIN

(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Road
GERARD ROAD, P.ENG.



ROOD
ENGINEERING
INC.

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

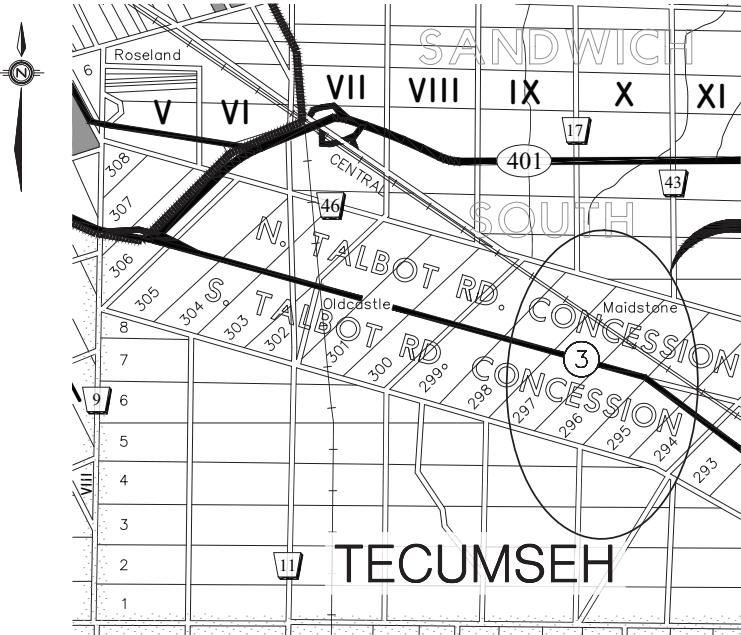
DATE: May 2nd, 2016

TOWN OF TECUMSEH

MAYOR: Gary McNamara
CLERK: Laura Moy
DRAINAGE SUPERINTENDENT: Sam Paglia

BENCHMARKS:

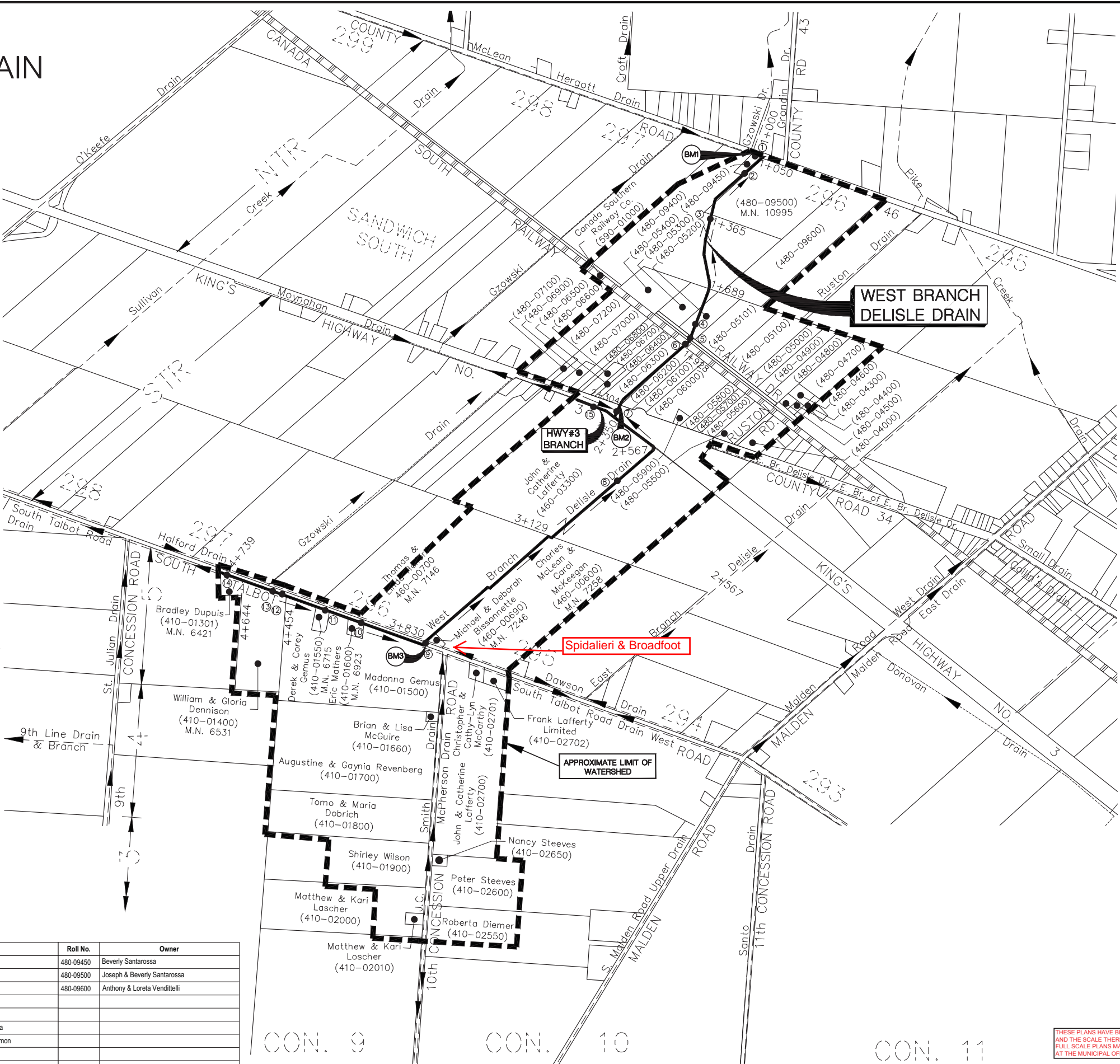
- 1) TOP MIDDLE OF EAST HEADWALL ON 1500mm CONCRETE PIPE AT STATION 1+012.5 JUST EAST OF GZOWSKI BRIDGE UNDER COUNTY ROAD 46
ELEV. = 188.330m
- 2) TOP AT MIDDLE OF NORTH END OF CONCRETE CULVERT ON WEST BRANCH OF DELISLE DRAIN ON NORTH SIDE OF HIGHWAY 3
ELEV. = 189.757m
- 3) TOP AT MIDDLE OF SOUTH CURB OF CONCRETE BRIDGE UNDER SOUTH TALBOT ROAD
ELEV. = 191.812m



KEY PLAN
Scale = 1:50,000

Roll No.	Owner	Roll No.	Owner	Roll No.	Owner
480-04000	Maidstone Recreation Center	480-05200	Danny & Starla O'Connor	480-06300	Domenic & Paola Accione
480-04300	Brian & Marguerite Foubert	480-05300	Evelyn & Robert Corcoran	480-06400	Nicolae & Marcela Paducel
480-04400	Mark Buhler	480-05400	Norman Jobin	480-06500	Jessica Hillyard
480-04500	Shawn & Grace Macdonald	480-05500	Samara Mouawad	480-06600	Preston & Francine Parrott
480-04600	Ronald & Renee Ducharme	480-05600	Nancy & Robert Thomson	480-06700	Wanda Tarnowski
480-04700	Michael & Karen Langlois	480-05700	Stanley Scaife	480-06800	Giovanni & Angela Laudicina
480-04800	Daniel Ryall	480-05800	Michael & Allison Fredericks	480-06900	Mustafa Enaami & Szilvia Simon
480-04900	Kevin Nussio	480-05900	William & Gladys Peiffer	480-07000	Danny Joksimovic
480-05000	Joseph & Grace Cassar	480-06000	Douglas Desjardins	480-07100	Frederick & Tara Stockwell
480-05100	Robert & Pamela Rudy	480-06100	Robert Ouellette	480-07200	Margaret & John Dixon
480-05101	Roland Jacques & Estelle Vaillancourt	480-06200	Robert Ouellette & Jeraldine Anderson	480-09400	Norman & Rose Jobin

SITE

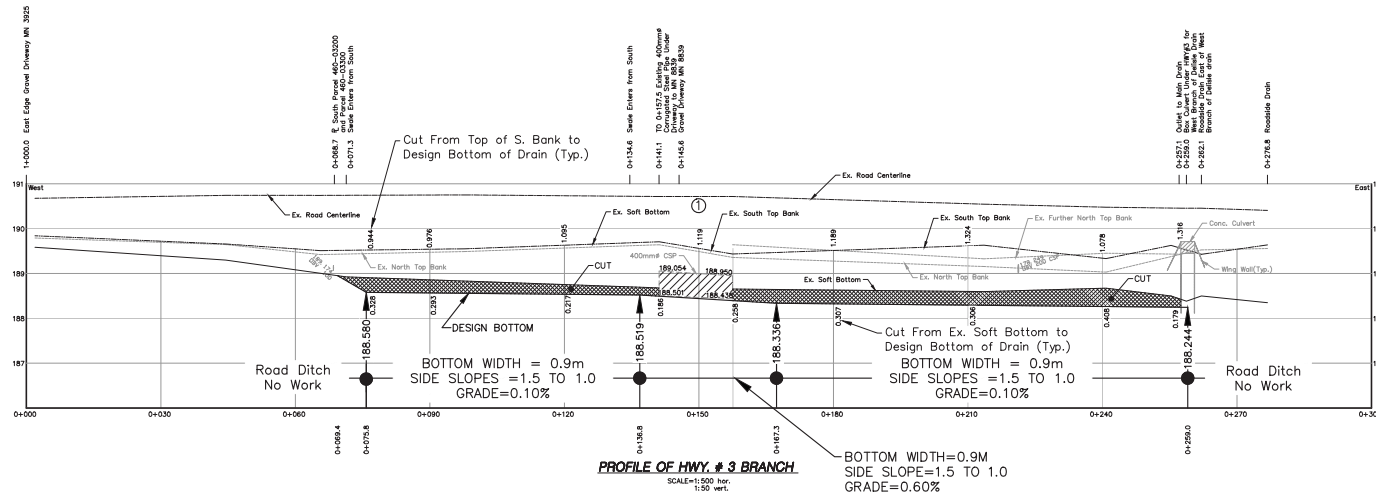
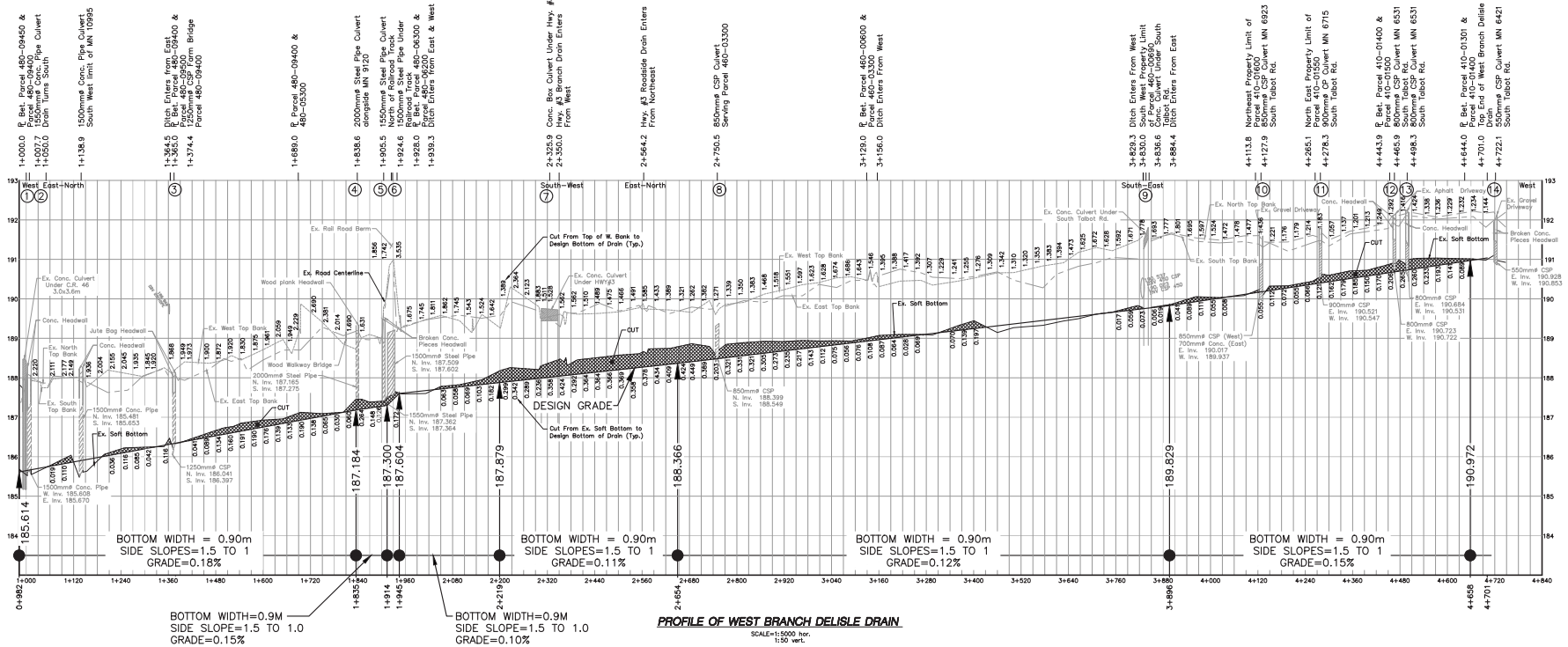


WATERSHED PLAN
Scale = 1:8,000

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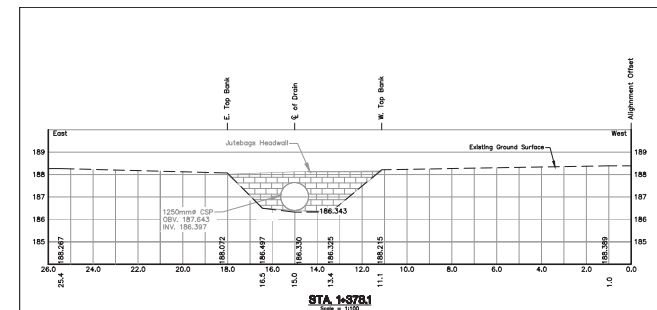
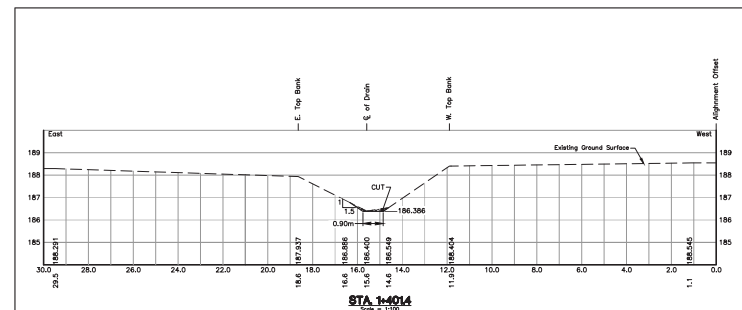
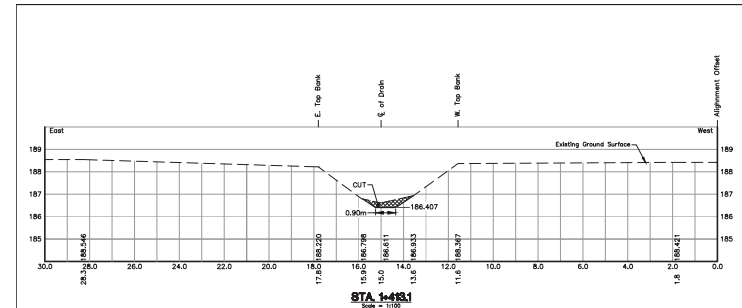
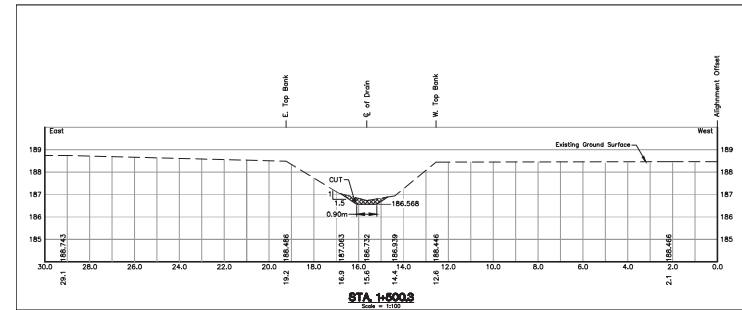
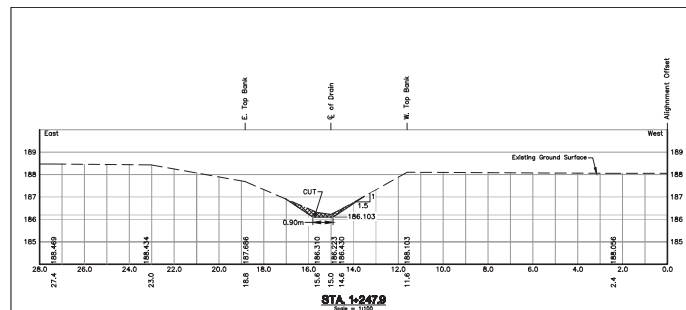
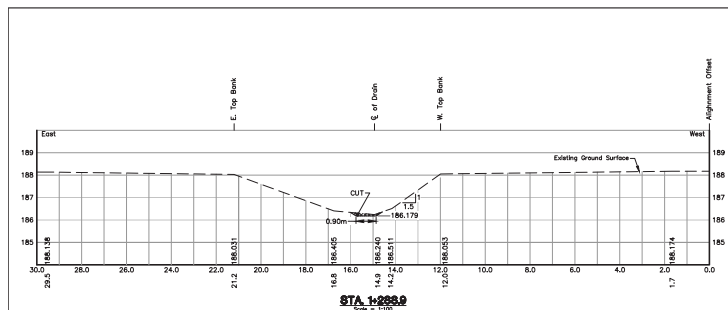
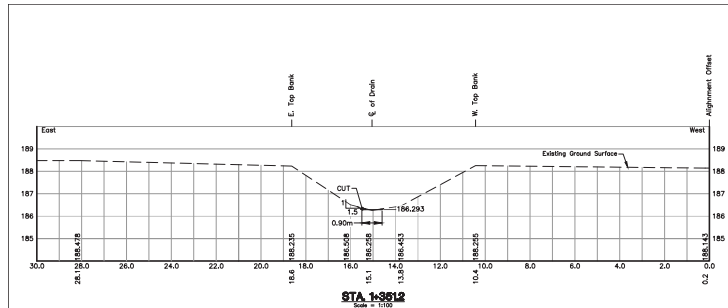
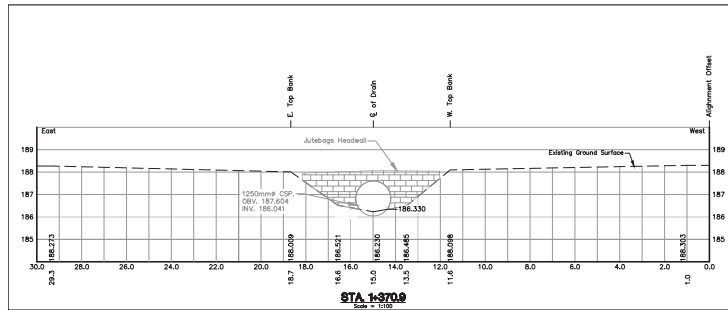
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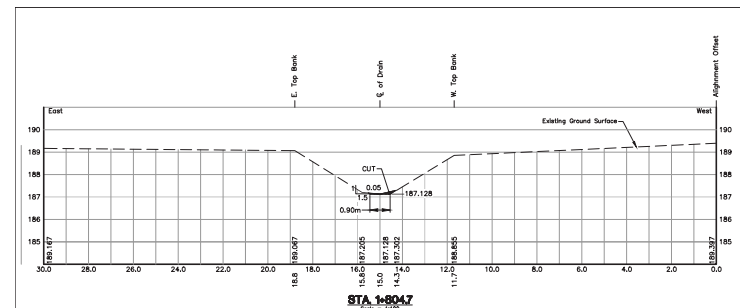
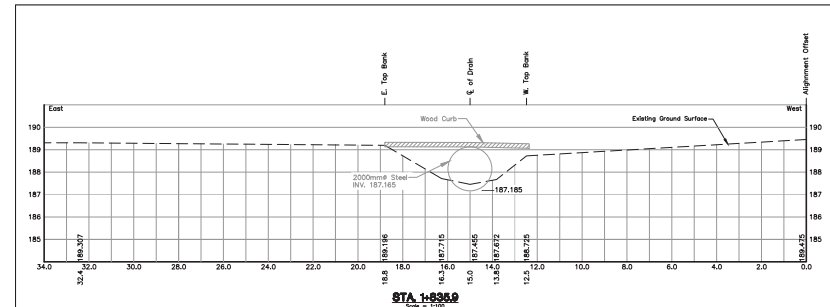
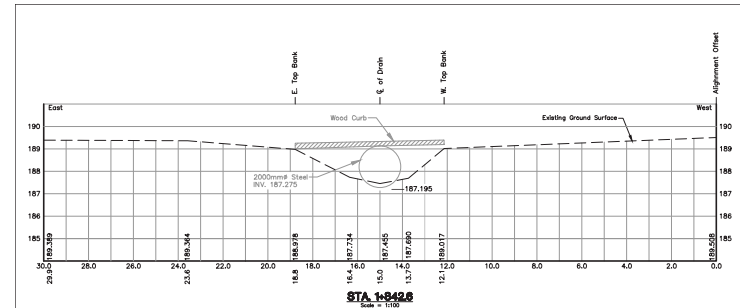
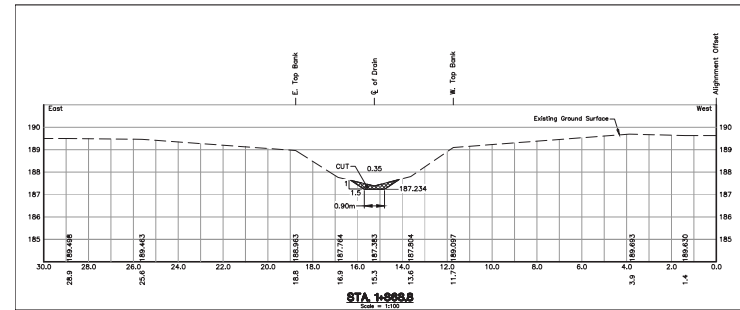
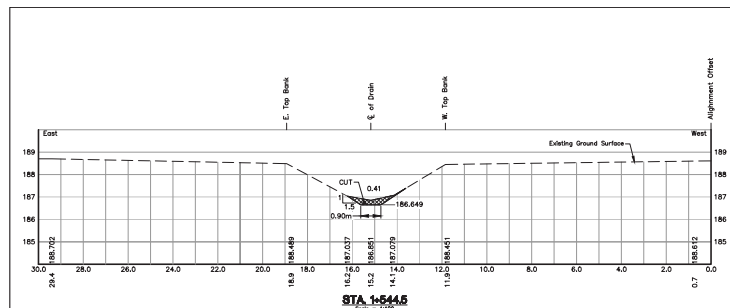
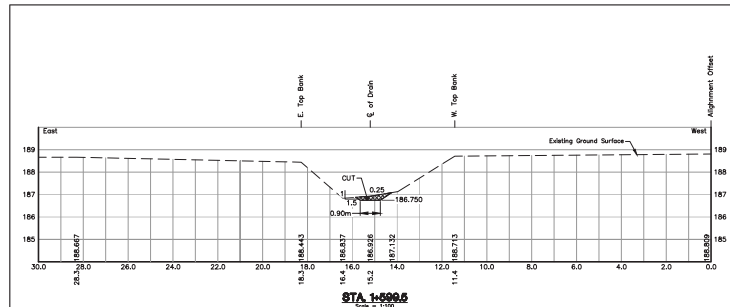
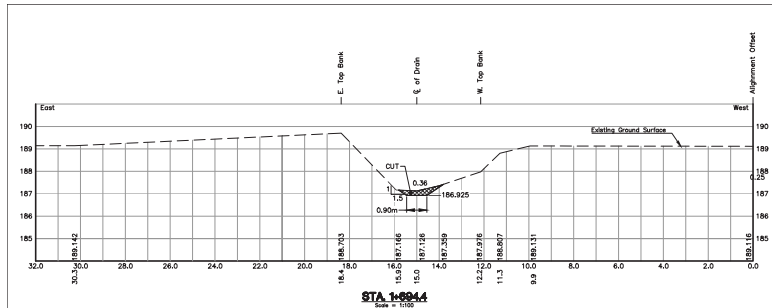
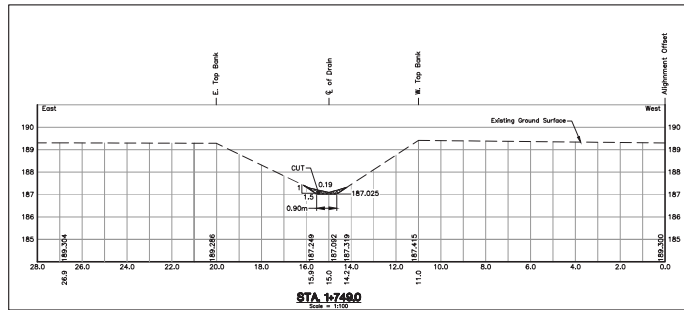
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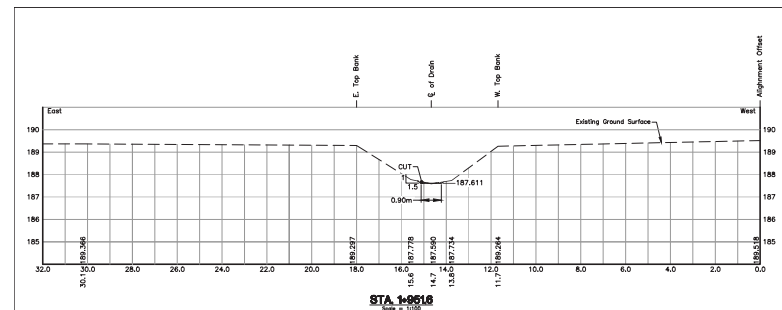
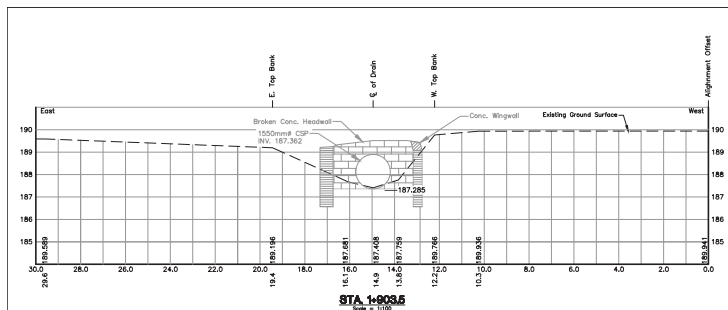
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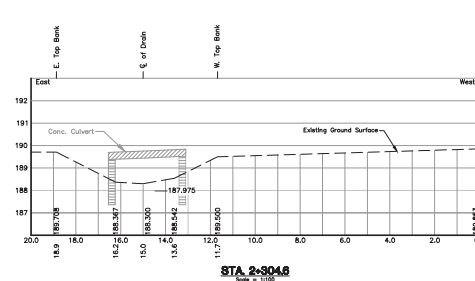
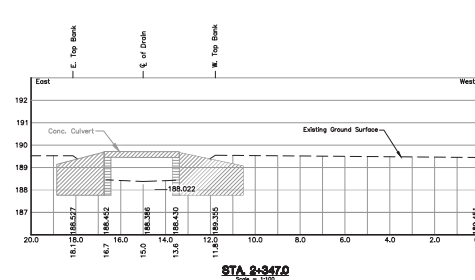
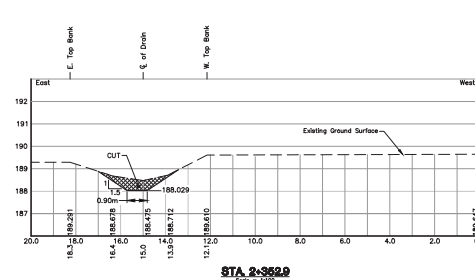
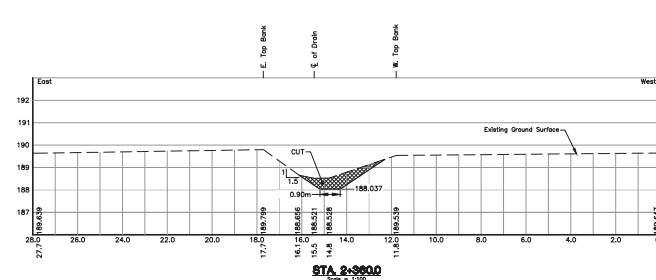
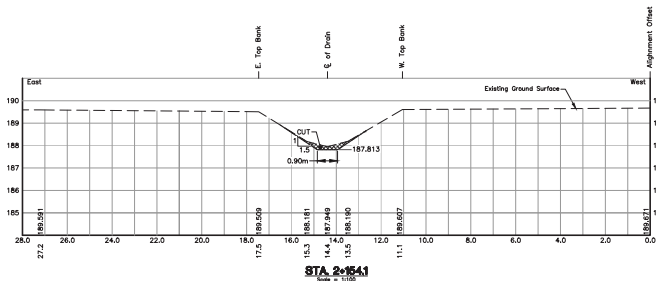
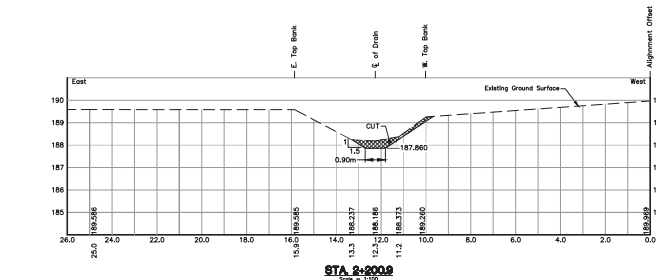
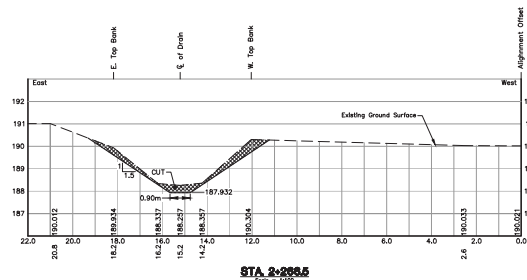
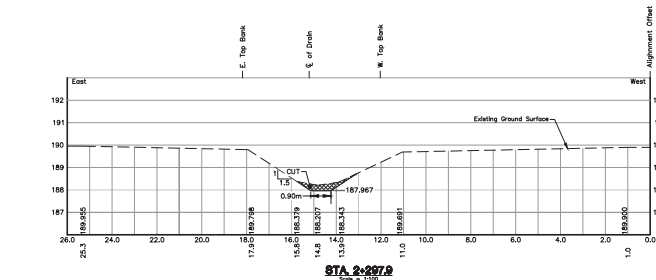
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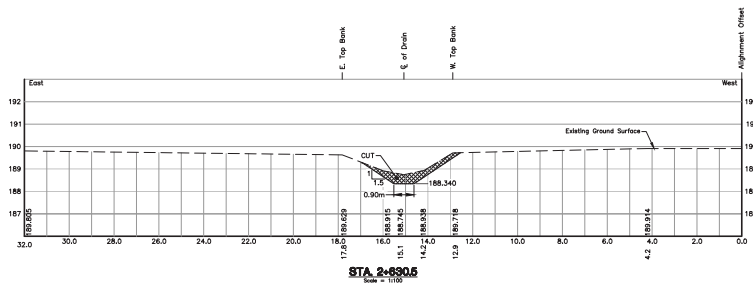
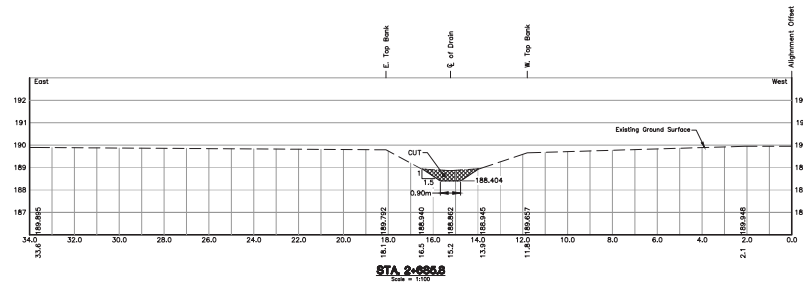
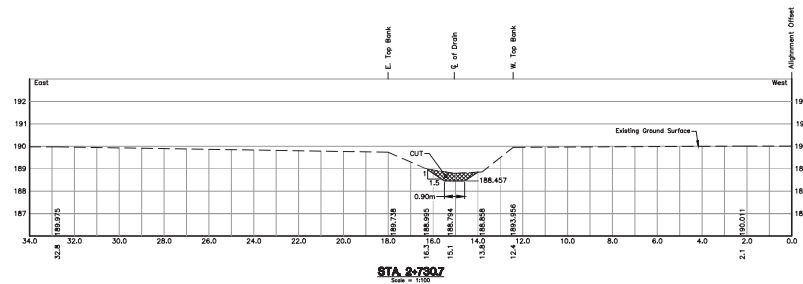
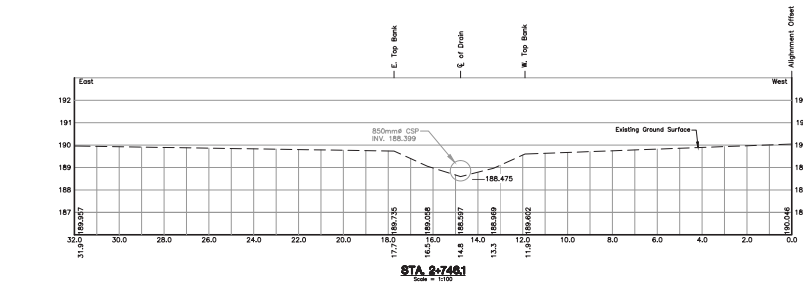
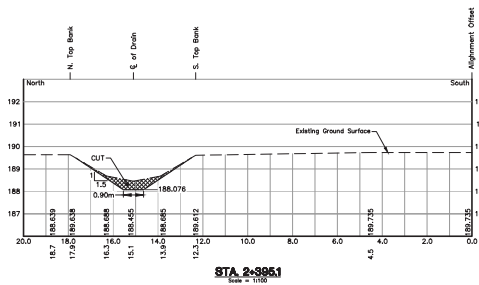
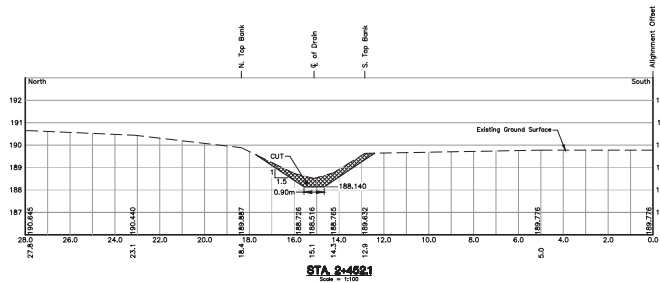
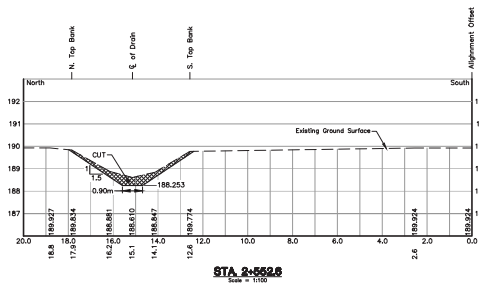
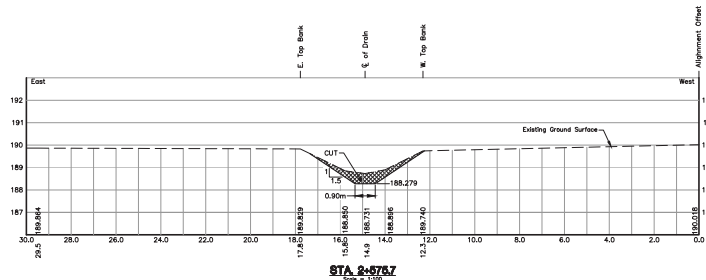
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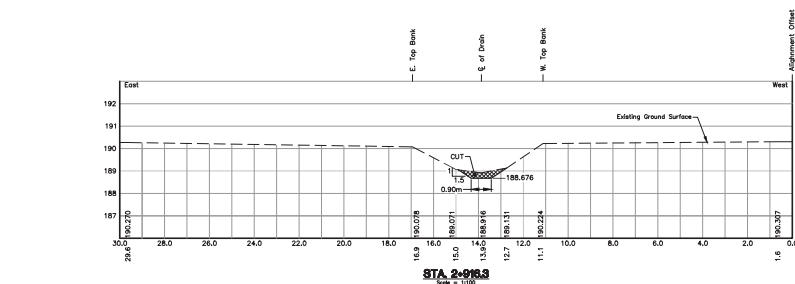
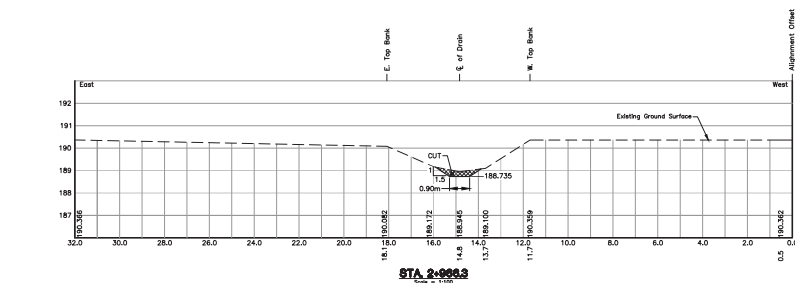
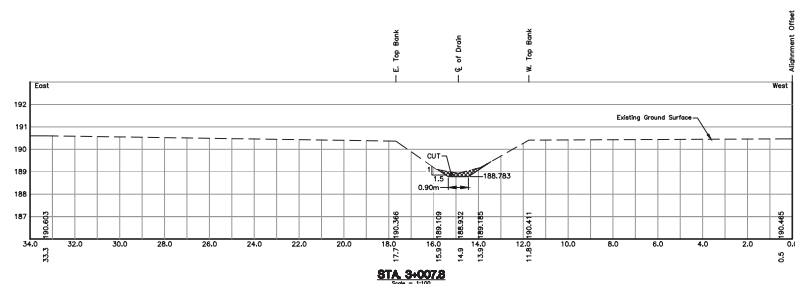
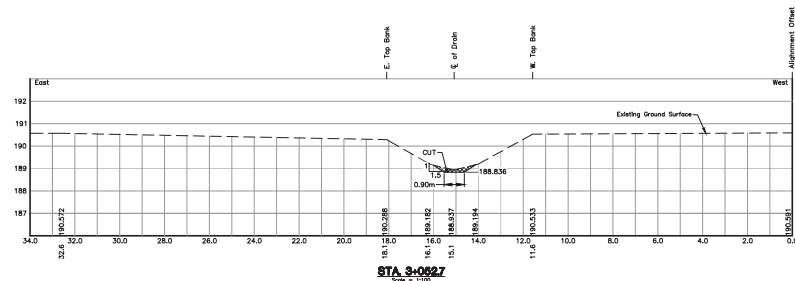
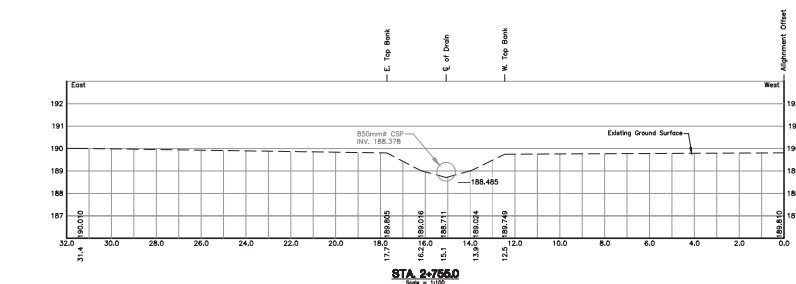
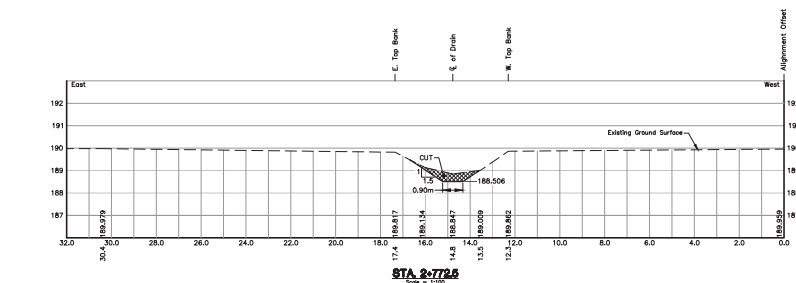
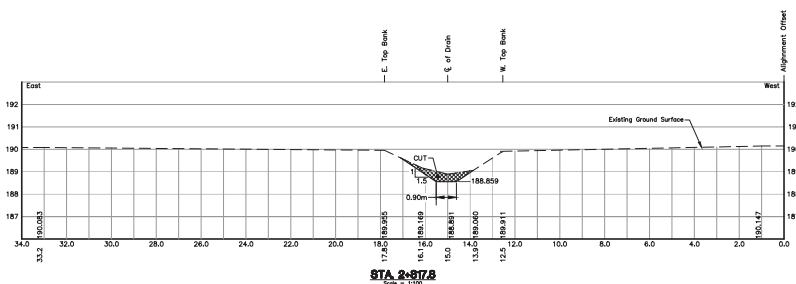
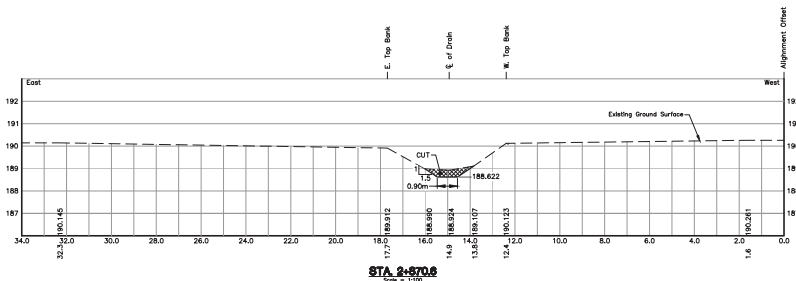
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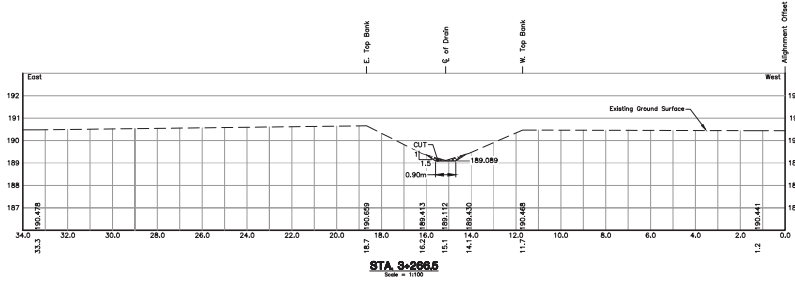
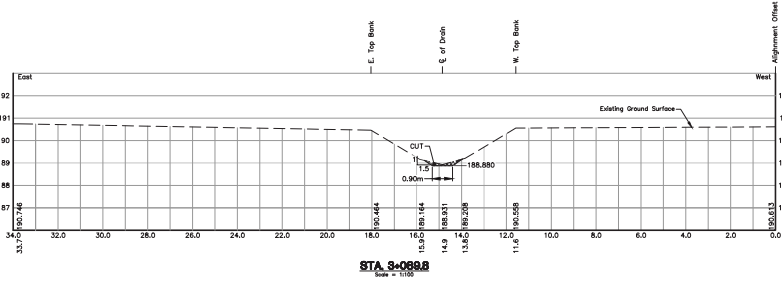
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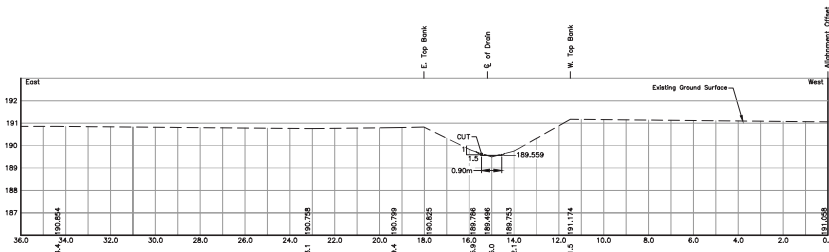
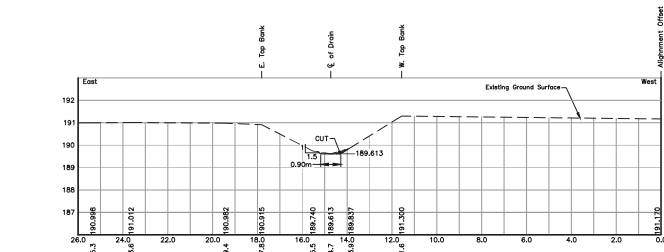
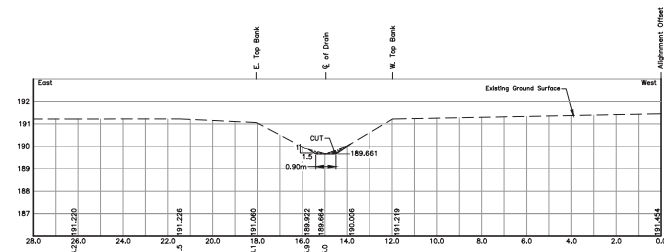
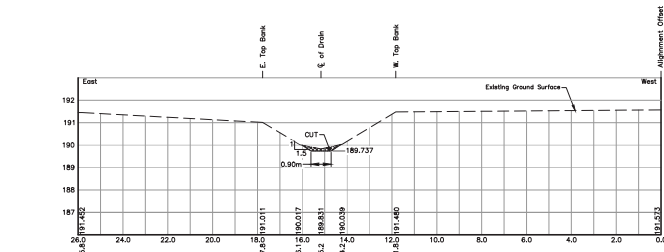
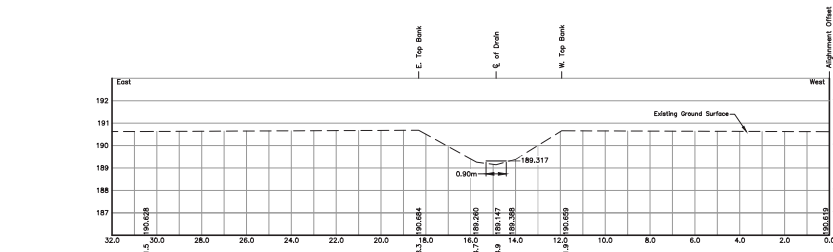
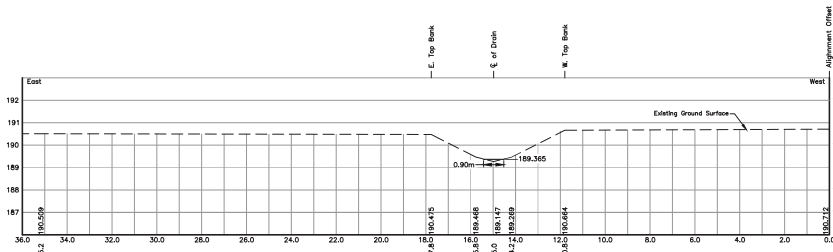
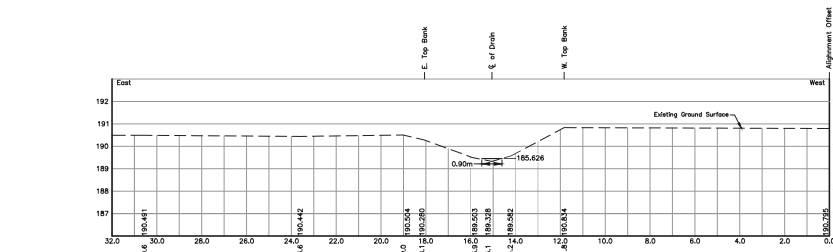
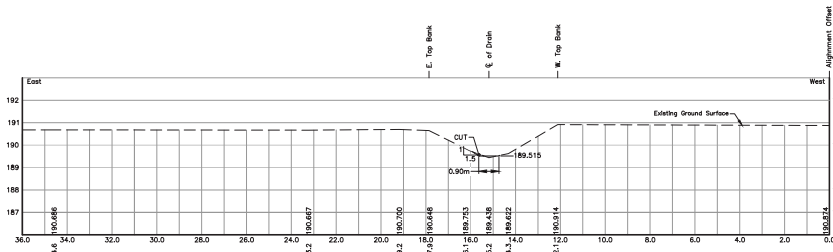
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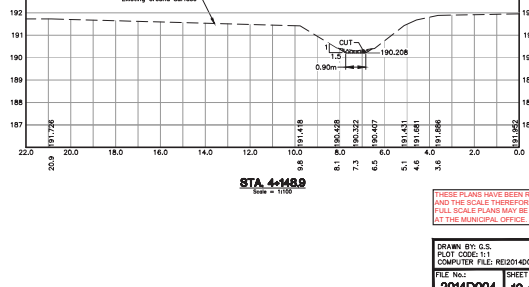
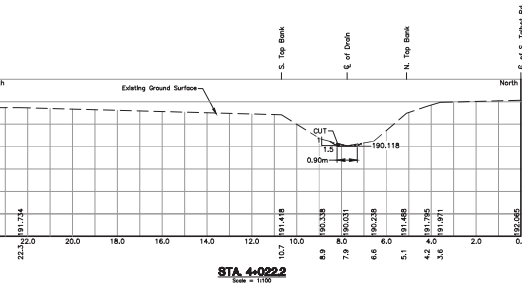
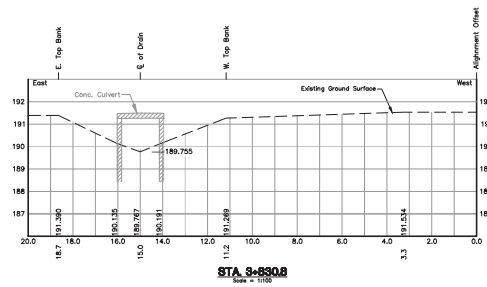
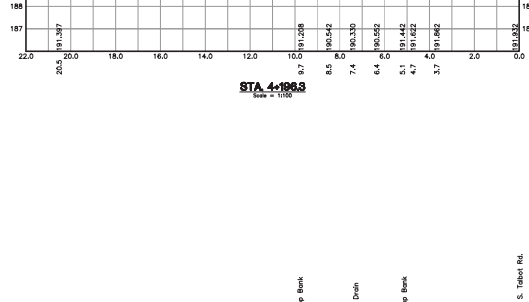
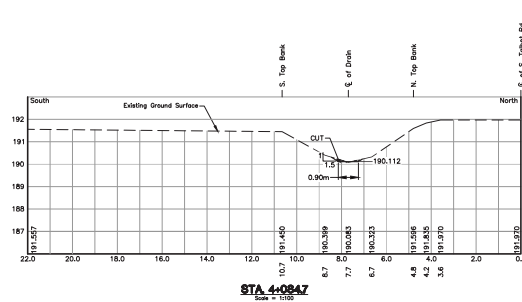
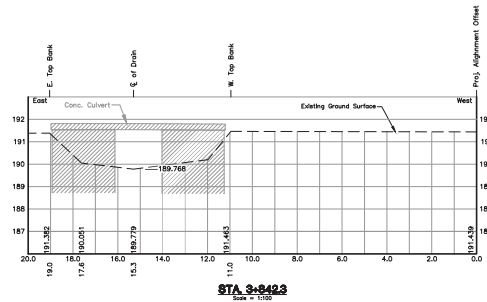
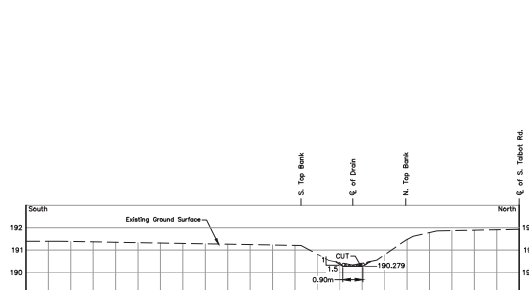
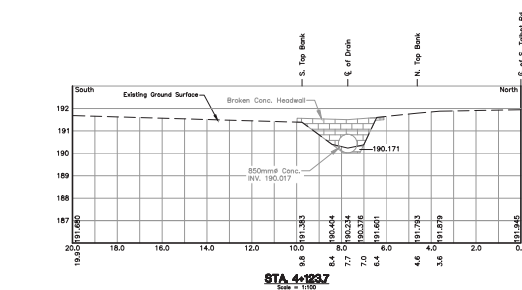
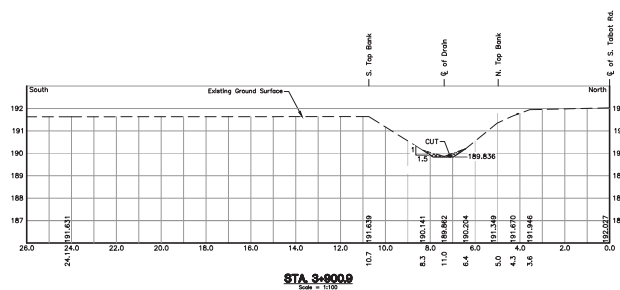
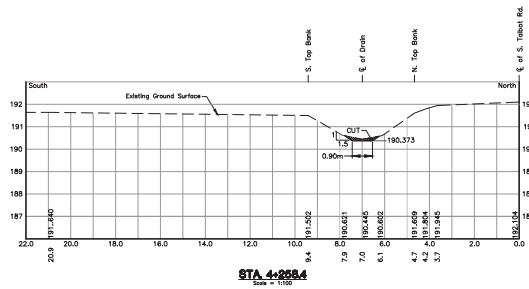
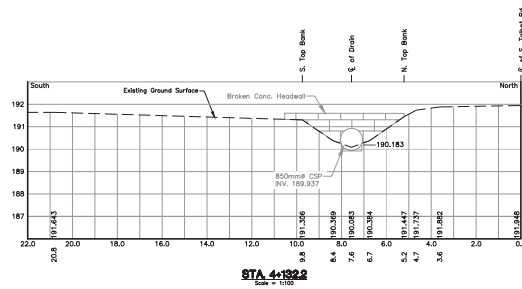
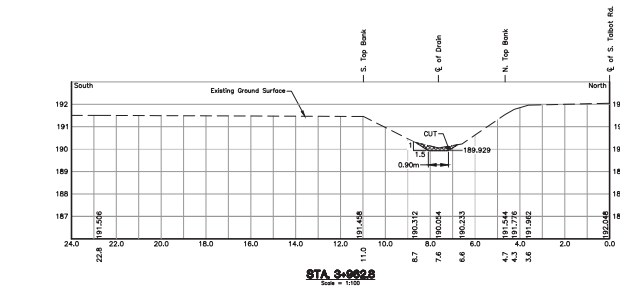
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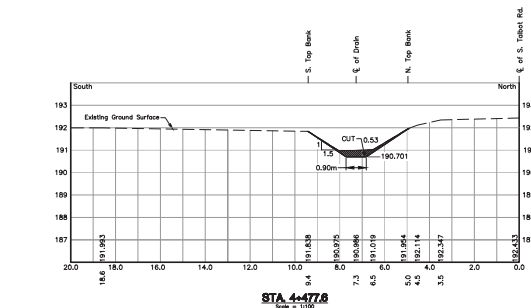
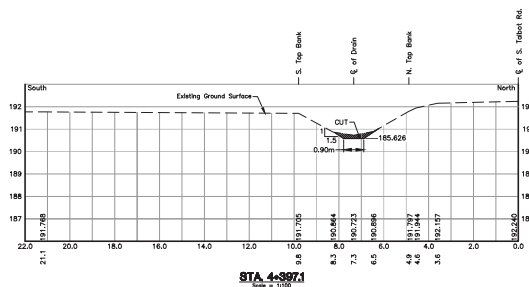
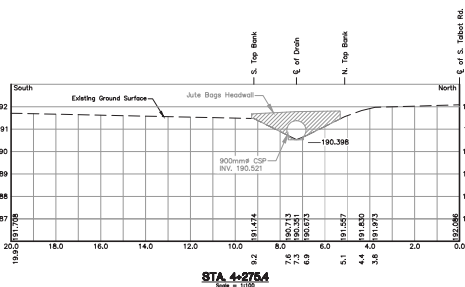
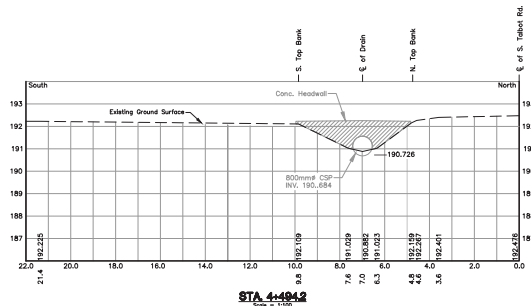
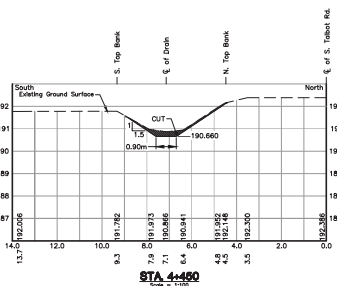
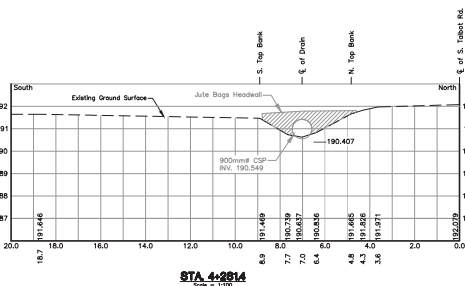
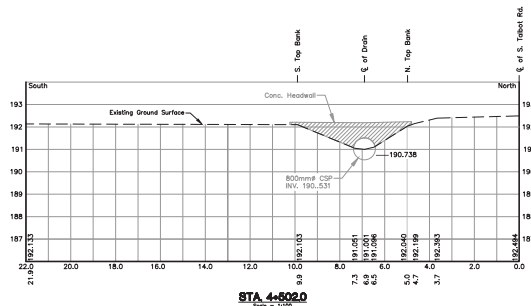
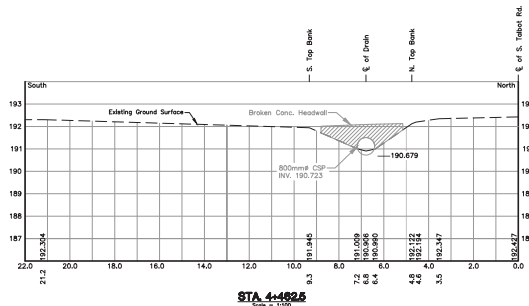
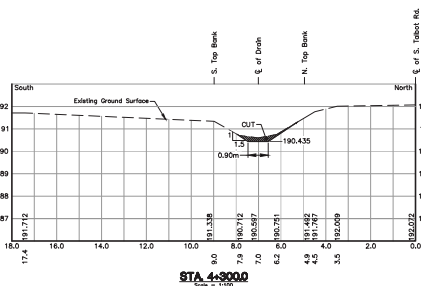
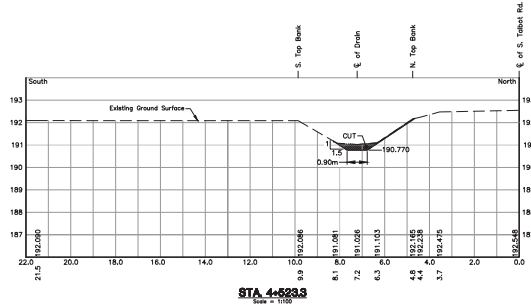
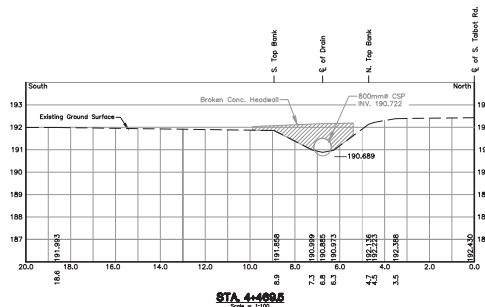
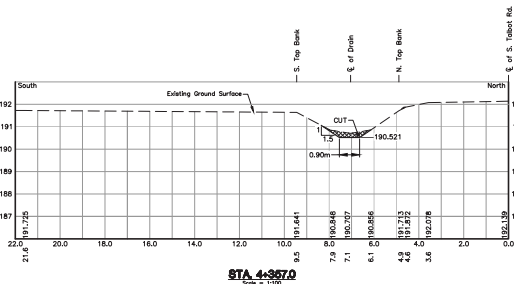
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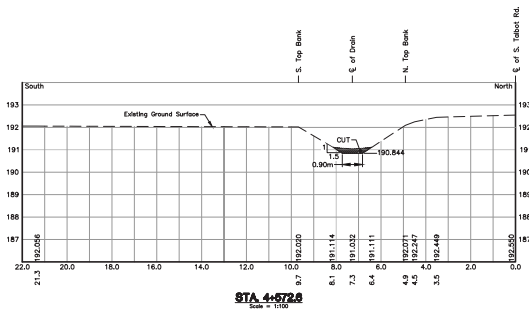
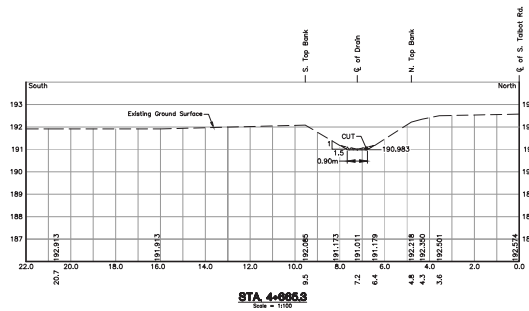
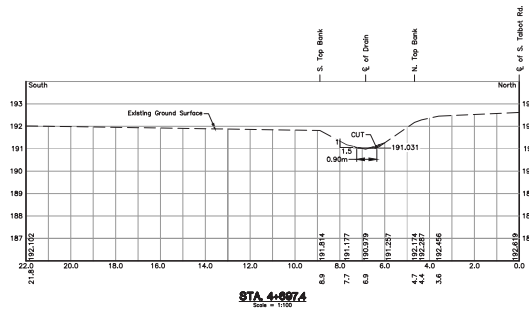
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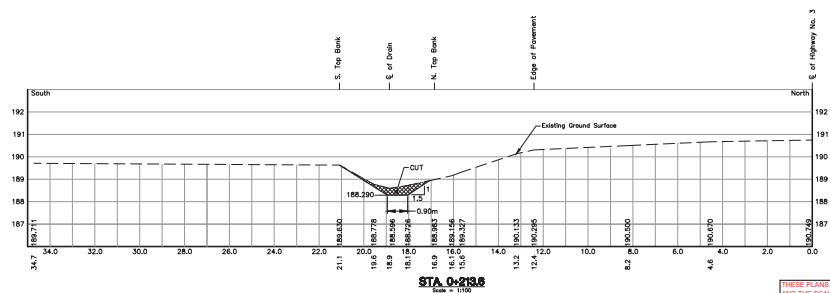
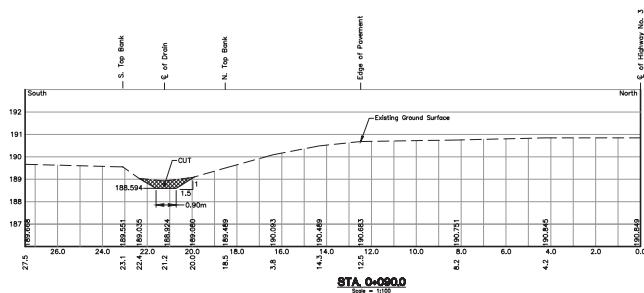
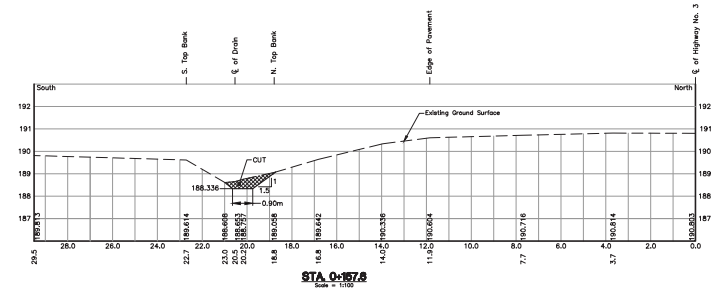
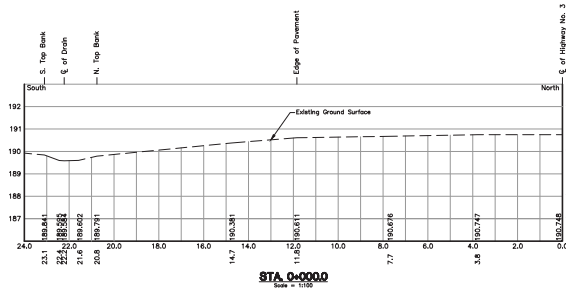
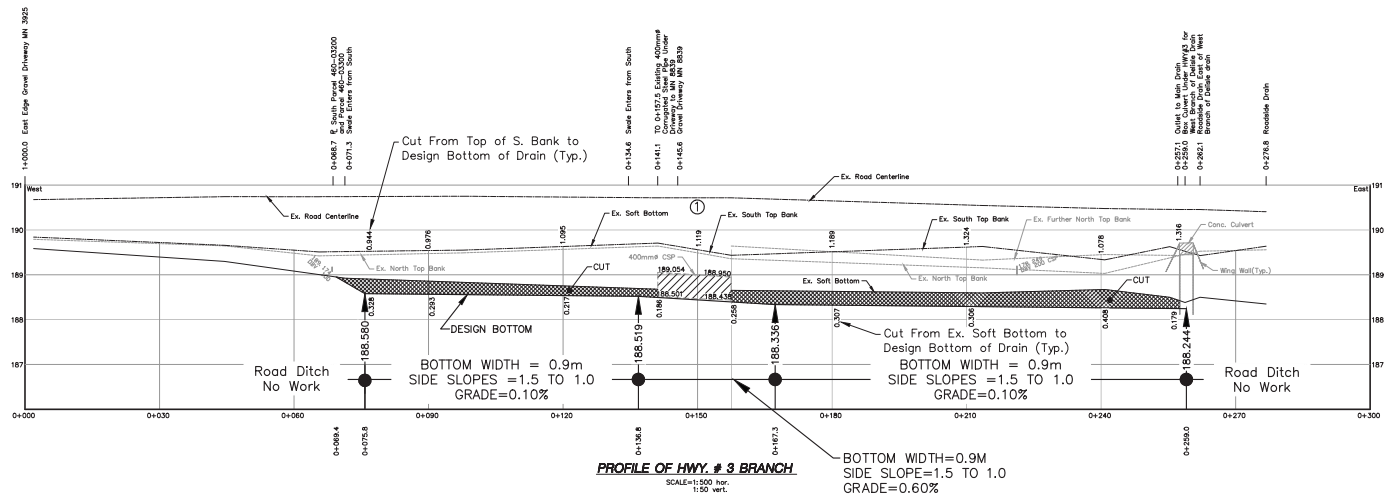
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THESE PLANS HAVE BEEN REDUCED
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SHEET NO: 14 OF 15



THESE PLANS HAVE BEEN REDUCED
 AND THE SCALE THEREFORE VARIES.
 FULL SCALE PLANS MAY BE VIEWED
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DRAWN BY: G.S. & K.S.
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2014D004 15 OF 15

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-07

Being a by-law to authorize the execution of Final Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Municipal Cycling Infrastructure Program

WHEREAS Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario (Province) and The Corporation of the Town of Tecumseh (Town) recognize that investment in cycling infrastructure is important to achieving the vision for Ontario's Cycling Strategy;

AND WHEREAS the Town was authorized to enter into a Transfer Payment with the Province to assist in carrying out the Windsor Essex Trans Canada Trail Link (Project) as approved by By-law No. 2016-62 on the 13th day of September, 2016;

AND WHEREAS the Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism;

AND WHEREAS the Town and Province wish to amend the terms and conditions set out in the Transfer Payment Agreement (Agreement);

AND WHEREAS the Agreement sets out the terms and conditions upon which the Province agrees to provide the Town with 50% funding of eligible costs;

AND WHEREAS Town has made a financial commitment to the Project of \$180,000;

AND WHEREAS pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law;

NOW THEREFORE the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a revised Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, dated the 28th day of February, 2017, a copy of which Transfer Payment Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Transfer Payment Agreement;
2. **THAT** By-law No. 2016-62 is hereby repealed.
3. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

Read a first, second and third time, and finally passed this 28th day of February, 2017.

SEAL

Gary McNamara, Mayor

Laura Moy, Clerk

**ONTARIO MUNICIPAL CYCLING INFRASTRUCTURE PROGRAM
TRANSFER PAYMENT AGREEMENT**

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Cycling Infrastructure Program (the “**Agreement**”) made in quadruplicate and effective as of the Effective Date (as defined in section A.1.2 (Definitions)).

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

Town of Tecumseh

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in cycling infrastructure is important to achieving the vision for #CycleON: Ontario's Cycling Strategy.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description)).

The Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project (“**Maximum Funds**” and “**Eligible Costs**” as defined in section A.1.2 (Definitions)).

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

ENTIRE AGREEMENT

The Agreement, including:

- Schedule "A" - General Terms and Conditions;
- Schedule "B" - Project Specific Information;
- Schedule "C" - Project Description;
- Schedule "D" - Budget, Payment Plan and Timelines;
- Schedule "E" - Eligible and Ineligible Costs;
- Schedule "F" - Reporting and Evaluation;
- Schedule "G" - Communications Protocol;
- Schedule "H" - Disposal of and Revenues from Assets;
- Schedule "I" - Aboriginal Consultation Protocol;
- Schedule "J" - Request for Payment and Payment Procedures;
 - Sub-schedule "J.1" - Certificate from Recipient;
 - Sub-schedule "J.2" - Certificate from Professional Engineer;
 - Sub-schedule "J.3" - Solemn Declaration of Substantial Completion;
 - Sub-schedule "J.4" - Request for Payment Form; and
- any amending agreement entered into as provided for below,

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

COUNTERPARTS

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

AMENDING THE AGREEMENT

Subject to sections A.4.5 and A.19.1, the Agreement may only be amended by a written agreement duly executed by the Parties.

ACKNOWLEDGEMENT

The Recipient:

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

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as
represented by the Minister of Transportation for the Province
of Ontario

by:

Date

Name:

Title: Director, Transportation Policy Branch

Authorized Signing Officer

Town of Tecumseh

by:

Date

Name:

Title:

by:

Date

Name:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive;
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) in the event of a conflict or inconsistency between any of the requirements of:
 - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
 - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
 - (iii) Schedule "J" (Request for Payment and Payment Procedures) and any of the requirements of Sub-schedule "J.1" (Certificate from Recipient), Sub-schedule "J.2" (Certificate from Professional Engineer), Sub-schedule "J.3" (Solemn Declaration of Substantial Completion), or Sub-schedule "J.4" (Request for Payment Form), Schedule "J" (Request for Payment and Payment Procedures) will prevail.

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

"Agreement" means this Transfer Payment Agreement for the Ontario Municipal Cycling Infrastructure Program, including all of its schedules and sub-schedules, and any amending agreement entered into as provided for in the Agreement.

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

"Budget" means the budget attached to the Agreement as Schedule "D" (Budget, Payment Plan and Timelines).

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory

and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Costs” means the costs of the Project incurred and paid by the Recipient and eligible for contribution by the Province under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible and Ineligible Costs).

“Environmental Laws” means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

“Event of Default” has the meaning ascribed to it in section A.14.1 (Events of Default).

“Expiration Date” means the date on which the Agreement will expire and is the date set out in Schedule “B” (Project Specific Information).

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Generally Accepted Auditing Standards” means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

“Ineligible Costs” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible and Ineligible Costs).

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B” (Project Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“OMCIP” means the Ontario Municipal Cycling Infrastructure Program.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C” (Project Description).

“Post-construction Report” means the post-construction report described in Article F.2.0 (Post-construction Report) of Schedule “F” (Reporting and Evaluation).

“Post-project Evaluation” means the post-project evaluation described in Article F.3.0 (Post-project Evaluation) of Schedule “F” (Reporting and Evaluation).

“Project Activity” means an activity undertaken as part of the Project described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.1.2 (Budget for the Project).

“Project Milestone” means a Project milestone as described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

“Project Milestone Payment” means a payment by the Province in respect of Eligible Costs relating to a Project Milestone.

“Reports” means the reports described in Schedule “F” (Reporting and Evaluation).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Solemn Declaration of Substantial Completion” means the Solemn Declaration of Substantial Completion attached as Sub-schedule “J.3” (Solemn Declaration of Substantial Completion).

“Substantial Completion” means substantially performed, as described in and as determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario), and for the purposes of the Project means the Milestone 3 (Submission of Certificate of Substantial Completion) described in Schedule “D” (Budget, Payment Plan and Timelines),

Article D.2.0 (Payment Plan and Timelines).

“Substantial Completion Date” means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

“Timelines” means the Project schedule set out in Schedule “D” (Budget, Payment Plan and Timelines).

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the Term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the Term, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the Term.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A.2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) procedures to enable the Recipient to complete the Project successfully;
- (b) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (c) procedures to enable the preparation and delivery of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

A.2.4 Supporting Documentation. Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation) or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures set out in Schedule "J" (Request for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- 1. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- 2. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section A.7.1 (Preparation and Submission); and
- 3. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation).

- A.4.3 Use of Funds and Project.** The Recipient will:
- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget; and
 - (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any ministry, agency or organization of the Government of Ontario.
- A.4.4 Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.
- A.4.5 No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.
- A.4.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- A.4.7 Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- A.4.8 Maximum Funds and Recipient's Contribution.** The Recipient acknowledges and agrees that:
- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds; and
 - (b) the Recipient's contribution, net of any financial assistance the Recipient may receive from any third party for the Project, towards the Eligible Costs of the Project will be, unless the Province otherwise agrees upon in writing, at least 20% of such costs.
- A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- A.4.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that it is receiving funding from the Province for the Project and is not providing goods or services to the Province.
- A.4.11 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project, including:
- (a) complete, diligent and timely Project implementation within the costs and Timelines specified in the Agreement and in accordance with all other terms and conditions of

the Agreement;

- (b) all the costs of the Project including overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) undertake, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.12 Disclosure of Other Financial Assistance and Adjustments. The Recipient agrees:

- (a) to inform the Province promptly of all financial assistance received for the Project; and
- (b) if the Recipient receives or is owed financial assistance from any source, other than the Province, in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs, then the Province may reduce the payment or demand the repayment of Funds in an amount up to the financial assistance received or owed in excess and not exceeding the Maximum Funds.

A.4.13 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

A.4.14 Request for Payment and Payment Procedures. The Recipient agrees that the request for payment and payment procedures set out in Schedule “J” (Request for Payment and Payment Procedures) will apply.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
 - (i) its policies and procedures and all applicable laws; and
 - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including labour and human rights legislation; and
- (c) the Province and its authorized representatives and independent auditors identified by the Province and the Auditor General of Ontario will at all times:
 - (i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and
 - (ii) have free and timely access to the Project sites, facilities and any documentation as contemplated pursuant to paragraph A.7.3(b).

A.5.3 Disposal. The Recipient agrees that any disposal of assets including, without limitation, the sale and lease or any other disposition of any asset purchased or created with the Funds or for which Funds were provided, will be in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

A.6.2 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the Timelines and content requirements set out in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient.

A.7.2 Record Maintenance and Audit.

- (a) The Recipient will keep and maintain:
 - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
 - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project.
- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for the Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

A.7.3 Inspection.

- (a) The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
 - (i) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
 - (ii) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and

(iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

(b) The Recipient will ensure Contracts include the right of the Province, its authorized representatives, independent auditors and Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party for the purpose of such inspections and audits.

A.7.4 **Disclosure.** To assist in respect of the rights set out in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.7.6 **Auditor General.** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A.7.7 **Post-project Evaluation.** The Recipient agrees to conduct and submit to the Province a Post-project Evaluation following the evaluation procedures set out in Schedule "F" (Reporting and Evaluation), Article F.3.0 (Post-project Evaluation).

A.7.8 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A.8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A.9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.10.0 INDEMNITY

- A.10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.10.3 **Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

A.11.0 INSURANCE

- A.11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and

- (d) a 30-day written notice of cancellation.

A.11.2 Proof of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance). Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

A.12.0 TERMINATION ON NOTICE

A.12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.12.2(b); and
 - (ii) subject to section A.4.8 (Maximum Funds and Recipient's Contribution), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION

A.13.1 Termination Where No Appropriation. If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A.13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to

paragraph A.13.2(b).

A.13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A.14.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

A.14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 Opportunity to Remedy. If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A.14.4 Recipient Not Remedying. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h) and (i).

A.14.5 When Termination Effective. Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as set out in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.16.0 FUNDS UPON EXPIRY

A.16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 Repayment of Overpayment. If at any time during the Term the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses).

A.17.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 Notice in Writing and Addresses. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 Postal Disruption. Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

- A.20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

- A.21.1 Waivers in Writing.** If a Party fails to comply with any term, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

- A.22.1 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

- A.24.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

- A.25.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

- A.26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

- A.27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

- A.28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply (a “**Failure**”) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.29.0 SURVIVAL

- A.29.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.7 (Interest), A.5.3 (Disposal) and A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General), A.7.7 (Post-project Evaluation), and A.7.8 (Calculations), Article A.8.0 (Communications Requirements), Article 10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), and A.28.0 (Failure to Comply with Other Agreements), and this Article A.29.0 (Survival).

A.30.0 ABORIGINAL CONSULTATION

A.30.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's contribution under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement, naming municipal signing officers for the Agreement and, setting out the amount of the Recipient's share of funding and a commitment to the Recipient's share of funding;
 - (ii) the insurance certificate or other proof as the Province may request pursuant to section 11.2 (Proof of Insurance);
 - (iii) the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iv) written confirmation that the Recipient has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
 - if the Recipient does not own the land on which the Project is carried out, with each of the land-owners upon which the Project is carried out;
 - each of the entities, if any, listed in Schedule "D" (Budget, Payment Plan and Timelines), section D.1.1 Funding Contributions), under "Contribution from Other Sources"; and
 - each of the Recipient's partners, if any, the Recipient indicated in its expression of interest or application, or both, have agreed to maintain the Project; and
- (b) before any Funds are provided to the Recipient, the Recipient providing the Province with:
 - (i) written confirmation of the location of Project documents at the premises of the Recipient; and
 - (ii) for the Project Milestone 2 (Award of Construction Contract) described in Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines), written confirmation that the Recipient:

- is in compliance with all Environmental Laws, including that the Recipient has completed any required environmental assessment and obtained all necessary approvals and permits; and
- has obtained all required approvals and permits for the Project including, without limitation, any encroachment and land use permit from the Province.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.31.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION

Maximum Funds (up to 50% of the total Eligible Costs to a maximum amount of)	\$ 325000
Expiration Date	March 31, 2021
Contact information for the purposes of Notice to the Province	Ontario Municipal Infrastructure Program Address: Sustainable & Innovative Transportation Office Transportation Policy Branch Ontario Ministry of Transportation 777 Bay Street, 30 th Floor Toronto ON M7A 2J8 Phone: 1-844-671-7438 Fax: 416-585-7204 Email: omcip@ontario.ca
Contact information for the Recipient	Name: Position: Address: Phone: Fax: Email:

SCHEDULE “C”

PROJECT DESCRIPTION

C.1.0 PROJECT GENERAL DESCRIPTION

In addition to the description provided in this Schedule “C” (Project Description), the Project description incorporates the description provided in the expression of interest the Recipient submitted to the Province under the OMCIP on 7/27/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the Project description provided in any of the above documents and the Agreement, the Agreement will prevail.

Project Name

The Project is called the *Windsor Essex Trans Canada Trail Link* for the purposes of communications by the Recipient and will be referred to as the Project in this Schedule.

Project Type and Objective

The objective of the Project is to complete a new off-road multi-use path, which is one of the last remaining sections of Trans Canada Trail to be built in the region. The Project will connect to existing trail systems, including the Herb Grey Parkway Trail, and result in every municipality in the Windsor Essex Region being connected by a cycling facility.

Project Location

The Project is located in the Town of Tecumseh, between the intersection of Walker Road /County Road 11 and the Essex Region Greenway and the intersection of County Road 9 and Outer Drive, near the easterly terminus of the Herb Gray Parkway Trail.

Linear Project Components

The design, construction and maintenance of the following:

- approximately 3.5 km of a 3 m wide off-road multi-use path, from the intersection of Walker Road and the Essex Region Greenway to the intersection of County Road 9 and Outer Drive.

Non-Linear Project Components

The design, construction, installation and maintenance of the following:

- 1 bicycle actuated traffic control device; and,
- 6 cycling specific signs.

Simultaneous Construction Work

The Province is constructing the Herb Grey Parkway 3 km away from the end of the Project and the parkway will significant cycling facilities.

Project Connections to Public Transit and/or Other Cycling Routes

The Project will connect to the following existing cycling routes:

- CWATS Greenway System;
- Town of LaSalle off road cycling facilities; and,
- Herb Grey Parkway trail system.

Other Project Requirements

Where applicable, the Recipient must apply for and obtain all permits (Encroachment and Building/Land Use) as applicable through the Ministry's Corridor Management Office. As a condition of securing the MTO issued permits, where required, the Recipient and MTO will negotiate and enter into a trail crossing agreement to outline responsibilities associated with the design, construction, maintenance, repair and potential future removal of the trail.

Note: The Recipient may, with the prior written consent and at the sole discretion of the Province, make minor changes to the Project as described in this Article C.1.0 (Project General Description).

SCHEDULE "D"

BUDGET, PAYMENT PLAN AND TIMELINES

D.1.0 BUDGET

In addition to the information provided in this Schedule "D" (Budget, Payment Plan and Timelines), the Budget, Payment Plan and Timelines incorporate the information provided in the expression of interest the Recipient submitted to the Province under the OMCIP on 7/27/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the information provided in any of the above documents and the Agreement, the Agreement will prevail.

D.1.1 Funding Contributions

TOTAL PROJECT COSTS	TOTAL ELIGIBLE COSTS	MAXIMUM PROVINCIAL CONTRIBUTION (up to 50% of the total Eligible Costs and no greater than the Maximum Funds)	RECIPIENT CONTRIBUTION	CONTRIBUTION FROM OTHER SOURCES ¹
\$900,000	\$900,000	\$325,000	\$180,000	\$395,000 (Essex Region Conservation Authority, Essex Region Conservation Foundation, County of Essex, TCT)

1. Provide a list of contributors (other sources) and the amount of financial assistance committed.

D.1.2 Budget for the Project

FISCAL YEAR	PROJECT ACTIVITIES	ELIGIBLE COSTS	PROVINCIAL CONTRIBUTION TO ELIGIBLE COSTS
2016-2017 Provincial Fiscal Year ¹	Design and engineering	\$15,000	\$5,000
	Project management	\$0	\$0
	Materials, labour and construction	\$0	\$0
2017-2018 Provincial Fiscal Year	Design and engineering	\$0	\$0
	Project management	\$85,000	\$20,000
	Materials, labour and construction	\$800,000	\$300,000
Total		\$900,000	\$325,000

1. Note: the provincial fiscal year starts April 1 and ends March 31 of the following year.

D.2.0 PAYMENT PLAN AND TIMELINES

Subject to the terms and conditions of the Agreement having been met, the Ministry will provide Funds to the Recipient as set out below and in Schedule J. The total provincial contribution will not exceed the Maximum Funds. For greater clarity, Eligible Costs can begin to accrue as of January 1, 2016 as set out in Schedule "E" (Eligible and Ineligible Costs), section E.1.1 (Eligible Costs Date of Effect).

PROJECT MILESTONE NUMBER	PROJECT MILESTONE DESCRIPTION	PERCENTAGE OF PROVINCIAL CONTRIBUTION	MAXIMUM PROVINCIAL CONTRIBUTION	EXPECTED COMPLETION DATE	REQUIRED DOCUMENTATION
1	Award of Design Contract	20%	\$65,000	12/2016	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the design Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment form in the form provided in Sub-schedule J.4 (Request for Payment Form)
2	Award of Construction Contract	25%	\$81,250	06/2017	<ul style="list-style-type: none"> • Copy of the award letter(s) sent to the Third Party for the construction Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient

					<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)
3	Submission of Certificate of Substantial Completion	45%	\$146,250	10/2017	<ul style="list-style-type: none"> • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer) • Solemn Declaration of Substantial Completion in the form provided in Sub-schedule J.3 (Solemn Declaration of Substantial Completion) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)
4	Acceptance of Post-construction Report	10%	\$32,500	12/2017	<ul style="list-style-type: none"> • Completed Post-construction Report • Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient) • Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)

SCHEDULE "E"

ELIGIBLE AND INELIGIBLE COSTS

E.1.0 ELIGIBLE COSTS

E.1.1 Eligible Costs Date of Effect. Eligible Costs can begin to accrue as of January 1, 2016.

E.1.2 Scope of Eligible Costs. Eligible Costs are the direct capital costs which are, in the Province's opinion, properly and reasonably incurred and paid by the Recipient for the Project. Eligible Costs include only the following:

- (a) Project design and engineering;
- (b) Project management;
- (c) materials to carry out the Project;
- (d) labour contracted solely to carry out the Project; and
- (e) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.2.0 INELIGIBLE COSTS

E.2.1 Scope of Ineligible Costs. Unless a cost is considered an Eligible Cost pursuant to Article E.1.0 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.2.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Costs:

- (a) landscaping;
- (b) communications events, including educational or promotional signage;
- (c) lighting between intersections;
- (d) signs, signals or pavement markings that do not primarily benefit cyclists;
- (e) cycling specific signals that are not either bicycle actuated or operated in sync with timed signals for motor vehicles;
- (f) new curb and gutter, unless necessitated by Project design and otherwise approved in writing by the Province;
- (g) interlocking pavers;
- (h) shelters and benches for resting;
- (i) labour and administrative costs associated with data collection and the Recipient's regular business;
- (j) costs associated with environmental assessments;
- (k) rolling stock (e.g., trucks and graders);
- (l) storage costs for projects which extend for more than one year;
- (m) financing charges;
- (n) acquisition of land and any interest in land;
- (o) GIS mapping, unless necessitated for the Project design and has otherwise received the Province's prior written approval;
- (p) in-kind contributions, including labour and materials;

- (q) work that has been completed prior to January 1, 2016;
- (r) non-linear infrastructure (e.g., bike racks, counting equipment and signs) that is not located on or adjacent to the proposed linear infrastructure;
- (s) addition/modification of an intersection primarily to benefit motor vehicles;
- (t) addition/modification of a turning lane for motor vehicles, unless necessitated for the Project design and has received the Province's prior written approval;
- (u) road resurfacing outside the cycling infrastructure;
- (v) addition/modification of adjacent pedestrian infrastructure, unless it primarily benefits cyclists or is necessitated for the Project design and has received the Province's prior written approval;
- (w) other infrastructure additions/modifications that do not enable cycling (e.g., decorative lighting); and
- (x) other costs which are not specifically listed as Eligible Costs under this Schedule "E" (Eligible and Ineligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Costs:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient;
- (k) Recipient's upgrades not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

E.2.3 Costs Over and Above Project Scope. The Province will not fund expenditures related to activities undertaken as part of the Project that are over and above the scope of the Project. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project, ;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project in Schedule "C" (Project Description).

SCHEDULE "F"

REPORTING AND EVALUATION

F.1.0 INTERIM FINANCIAL REPORT

- F.1.1 If the Project spans over one Fiscal Year, the Recipient must submit to the Province an interim financial report no later than 30 days after March 31 of the first Fiscal Year. This report shall be in a form satisfactory to the Province and certified by both the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient and a professional engineer. The report shall identify any actual or potential issues in carrying out the Project and corresponding mitigating strategies. The interim financial report will also include, if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

F.2.0 POST-CONSTRUCTION REPORT

- F.2.1 **Post-construction Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will be required to submit a Post-construction Report to the Province for the Project (the "**Post-construction Report**") by the earlier of 90 days after the Substantial Completion Date or March 2, 2018. The Recipient will for the submission of the Post-construction Report follow such administrative procedures as are specified from time to time by the Province. The Post-construction Report will be in a form satisfactory to the Province and will include:
- (a) a detailed description of the Project as completed, including photographs;
 - (b) particulars of how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied;
 - (c) financial statements and, if requested by the Province, financial statements audited by an independent external auditor. Such audit will be carried out under the Recipient's management and at the Recipient's expense;
 - (d) details of and explanations for any variance from the Project including, without limitation, Schedule "C" (Project Description) and Schedule "D" (Budget, Payment Plan and Timelines);
 - (e) details of how the objectives of the Project and of the Province of Ontario have been met;
 - (f) how/when usage data will be collected to identify the Project's benefits and when the results will be communicated to the municipal council and to the Province (see section F.3.1 (Completion of Post-project Evaluation));
 - (g) if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it; and
 - (h) any other information respecting the Project the Province may request.

F.3.0 POST-PROJECT EVALUATION

F.3.1 Completion of Post-project Evaluation.

- (a) As required pursuant to section A.7.7 (Post-project Evaluation) and unless the Province otherwise agrees upon, at its sole discretion and in writing, the Parties agree to conduct a Post-project evaluation.
- (b) The purpose of the Post-project Evaluation is to:
 - (i) inform the Recipient of the benefits of the Project; and
 - (ii) assist the Province in assessing the Project implementation to inform future delivery of municipal cycling infrastructure programs for which provincial transfer payments are provided.
- (c) The Recipient further agrees to prepare, as required pursuant to section F.3.2 (Post-project Evaluation Report and Timelines), the Post-project evaluation report.
- (d) The Recipient agrees that the Project evaluation report is in addition to the Post-construction Report pursuant to section F.2.1 (Post-construction Report).
- (e) The Recipient acknowledges and agrees that the Post-project evaluation report will be a public document.

F.3.2 Post-project Evaluation Report and Timelines.

- (a) The Recipient will provide the Province with a Post-project Evaluation report within 90 days of the last count of cyclists carried out pursuant to this section F.3.2 (Post-project Evaluation Report and Timelines).
- (b) The Post-project Evaluation report will include any data collection requirements described in Schedule "C" (Project Description).
- (c) The Post-project Evaluation report will include the counts described in paragraphs F.3.2 (d), (e) (f) (g) and (h).
- (d) The Recipient agrees that the Post-project Evaluation report will include automated counter counts of cyclists using the new infrastructure put in place as part of the Project or manual counts of cyclists. Two 2-hour counts, at a minimum, must be provided:
 - (i) one on a Tuesday, Wednesday or Thursday between 15:00 and 19:00; and
 - (ii) another one on the previous or following Saturday between 12:00 and 14:00.
- (e) If there is a sidewalk adjacent to the new infrastructure, cyclists using the adjacent sidewalk must also be counted and reported for the periods described in paragraph F.3.2(c) as part of the Project evaluation report.

- (f) For the purpose of a count carried out pursuant to paragraphs F.3.2(d) and (e), the date that the count was conducted must be specified, as well as the weather conditions at the time of the count. If the Recipient already has an established counting program, the Recipient can, if that program includes the above two required counts, use it and submit extra data, if any.
- (g) In addition to the counts described in paragraph F.3.2(d) and, if applicable, (e), if the Recipient receives Funds for:
 - (i) portable automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over two weeks; or
 - (ii) permanent automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over 36 months.
- (h) Counts pursuant to:
 - (i) paragraphs F.3.2(d), (e) and (g)(i) must be carried out within 20 months, at the earliest, and 24 months, at the latest; and
 - (ii) paragraph F.3.2(g)(ii) must be carried out within 36 months, at the latest, of the date the new infrastructure is opened to the public.

F.3.3 Costs. The Recipient will be responsible for its own costs in relation to the Post-project Evaluation.

SCHEDULE "G"

COMMUNICATIONS PROTOCOL

G.1.0 PURPOSE

- G.1.1 **Purpose.** This Schedule "G" (Communications Protocol) describes the Recipient's responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

G.2.0 GENERAL PRINCIPLES

- G.2.1 **Joint Communications.** The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G.2.2 **Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G.2.3 **Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G.2.4 **Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule "G" (Communications Protocol).
- G.2.5 **Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule "G" (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G.2.6 **Approval of Province.** All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

G.3.0 PROJECT COMMUNICATIONS

- G.3.1 **General.** All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.
- G.3.2 **Provincial Funding Statement.** All public information material made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.
- G.3.3 **Project Promotion.**
- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place.

The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.
- (d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

G.4.0 COMMUNICATING WITH THE PUBLIC

G.4.1 General.

- (a) The Recipient will notify and consult with the Province, a minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G.3.3(b).

G.4.2 Signing of the Agreement. The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

- G.4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.
- G.4.4. News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.
- G.4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**
- (a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
 - (b) No public announcement relating to the Project, with the exception of those notices described in paragraph G.3.3(b), will be made by the Recipient without the prior consent of the Province.
 - (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.
- G.4.6 Signage.**
- (a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to other contributors' Project signage. The signage will remain in place until 90 days after construction is completed.
 - (b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The sign shall be black and white and include the trillium logo and the words "Funding by the Province of Ontario". The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.
 - (c) Except for signage acknowledging the Project funding, traffic control, safety devices, wayfinding, instructional, educational, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.
- G.4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out Project related communications events, including educational and promotional signage.

- G.4.8 Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.
- G.4.9 Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

SCHEDULE "H"

DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITION

H.1.1. **Definition.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of 10 years from the Substantial Completion Date, the Recipient proposes to sell, lease, encumber or use any asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any asset, constructed, repaired, rehabilitated or improved, in whole or in part, with Funds, other than to the Province, a Local Government or a Crown agent of the Province. Upon disposition, unless the Province otherwise approves in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set forth herein below:

Where asset is sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to two years after the Substantial Completion Date of the Project	100%
More than two and less than five years after the Substantial Completion Date of the Project	90%
More than five and less than 10 years after the Substantial Completion Date of the Project	75%
More than 10 years after the Substantial Completion Date of the Project	0%

H.2.2 Reinvestment. Notwithstanding the foregoing, if the Recipient disposes of any asset of the Project, directly or indirectly, during the 10 year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in section H.2.1 (Repayment) and with the Province's prior written approval, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 Revenues. The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any asset to which the Province has contributed under the Agreement is used in a way that, in the Fiscal Year, revenues generated from the asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the asset. This obligation will apply only to the first 10 complete Fiscal Years following the Substantial Completion Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 Deduction by Province. The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I"

ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to Schedule "F" (Reporting and Evaluation), Article F.1.0 (Interim Financial Report) and Article F.2.0 (Post-construction Report).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

(a) of contact by any Aboriginal Communities regarding the Project; or

(b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

I.4.2 Direction from the Province and Contracts. The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"

REQUEST FOR PAYMENT AND PAYMENT PROCEDURES

DEFINITIONS

For the purposes of this Schedule "J" (Request for Payment and Payment Procedures):

"Final Payment" means the payment by the Province for the Project Milestone 4 (Acceptance of Post-construction Report) described Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

"Request for Payment" means a request for payment, in the form set out in Sub-schedule "J.4" (Request for Payment Form), which describes the Eligible Costs for which the Recipient is requesting payment by the Province and provides related information.

J.1.0 REQUEST FOR PAYMENT

J.1.1 Request for Payment Procedures. The Recipient agrees that the procedures set out in Article J.2.0 (Request for Payments for Eligible Costs of Project Milestones) will apply to Requests for Payment the Recipient submits to the Province pursuant to the Agreement.

J.2.0 REQUEST FOR PAYMENTS FOR ELIGIBLE COSTS OF PROJECT MILESTONES

J.2.1 Timing and Documents for Payment Requests. The Recipient agrees to submit a Request for Payment to the Province within 60 days of reaching a Project Milestone. The Recipient agrees to submit, for each type of payments listed below, the following documents:

- (a) for each Project Milestone Payment (except for the Final Payment):
 - (i) a Request for Payment fully and accurately completed;
 - (ii) a certification and request, using the form of certificate in Sub-schedule "J.1" (Certificate from Recipient) signed by the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient; and
 - (iii) the documentation described in Schedule "D" (Budget, Payment Plan and Timelines); and
- (b) for the Final Payment, a Post-construction Report, as required pursuant to Schedule "F" (Reporting and Evaluation), Article F.2.0 (Post-construction Report); and
- (c) for any payment, such other information as the Province may request.

J.3.0 PAYMENTS

J.3.1 Timing and Amounts. The projected timing and amounts of the Project Milestone Payments is described in Schedule "D" (Budget, Payment Plan and Timelines). Subject to annual

appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 60 days of receipt of a Request for Payment fully completed in accordance with this Schedule "J" (Request for Payment and Payment Procedures). The Province will under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article J.3.0 (Payments).

J.4.0 TIME LIMITS FOR PAYMENT REQUESTS

J.4.1 Submission. The Recipient will submit all Requests for Payments, as per section J.2.1 (Timing and Documents for Payment Requests), and the request for the Final Payment no later than March 2, 2018.

J.4.2 Province No Obligation. The Province will have no obligation to provide funding for a payment request submitted after March 2, 2018.

J.5.0 FINAL ADJUSTMENTS

J.5.1 Final Adjustments. After the Recipient has submitted its Post-construction Report and before the Expiration Date, the Parties will jointly carry out a final reconciliation of all payment requests and payments in respect of the Project and make any adjustments required in the circumstances.

J.6.0 FINAL PAYMENT

J.6.1 Final Payment. Following delivery of the completed Post-construction Report and upon completion of all adjustments in accordance with Article J.5.0 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder, if any, of its contribution pursuant to paragraph A.4.1(a).

SUB-SCHEDULE "J.1"

CERTIFICATE FROM RECIPIENT

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the Chief Administrative Officer for the Recipient or another authorized representative]**

Attention: **[insert address of the Recipient's representative]**

Telephone No.: **[insert telephone number of the Recipient's representative]**

Facsimile No.: **[insert facsimile number of the Recipient's representative]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
 - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
 - c. if the Recipient has incurred a cost overrun for the Project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Project in compliance with the Agreement; and
 - d. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. Attached is the Request for Payment, which is true and accurate, and relates to costs on account of the Project.
3. The Funds will only and entirely be used for Eligible Costs and in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ _____ on account of the Province's contribution towards the Eligible Costs of the Project pursuant to paragraph A.4.1(a) of Schedule "A" (General Terms and Conditions).

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.2"

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: **[insert address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**

Telephone: **[insert telephone number of the professional engineer]**

Facsimile: **[insert facsimile number of the professional engineer]**

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. in the case of a request for payment for Eligible Costs, as defined in the Agreement, the _____ Project Milestone, as described in Schedule "D" (Budget, Payment Plan and Timelines):
 - a. has been completed; and

b. has not changed, unless such change has been approved, in advance and in writing, by the Province;

2. the request for payment is for Eligible Costs;
3. the work conforms with Schedule "C" (Project Description) of the Agreement, unless a change has been approved, in advance and in writing, by the Province; and
4. the work conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.3"

SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION

TO: Ontario Municipal Cycling Infrastructure Program
Ministry of Transportation
Transportation Policy Branch
Sustainable & Innovative Transportation Office
Suite 3000, 30th Floor
777 Bay Street
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

FROM: [insert address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Telephone: [insert telephone number of the professional engineer]

Facsimile: [insert facsimile number of professional engineer]

RE: Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ [insert the name of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this declaration, do solemnly declare as follows:

1. I am the _____ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit.
2. The work identified as Project in the Agreement has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the "Substantial Completion Date").
3. The value of substantially completed work on the Project is _____ [insert the amount in Canadian dollars].

4. The work:

- a. was carried out by _____ **[insert the name of the prime contractor]**,
between _____ **[insert the start date]** and _____ **[insert
the completion date]**;
- b. was supervised and inspected by qualified staff;
- c. conforms with the plans, specifications and other documentation for the work;
- d. conforms with applicable environmental legislation, and appropriate mitigation measures
have been implemented;
- e. conforms with Schedule "C" (Project Description) of the Agreement except as the Province
has otherwise approved in advance and in writing; and
- f. conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General
Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of
_____, 20_____.

(Signatures)

Name:

Witness Name:

Title:

Title:

SUB-SCHEDULE "J.4"
REQUEST FOR PAYMENT FORM

REQUEST FOR PAYMENT

Recipient Name: Town of Tecumseh **Date:** _____

Project Name: _____

Project Milestone Request for Payment#: _____

Project Status:

- | | |
|---|---|
| <p><input type="checkbox"/> On track</p> <p><input type="checkbox"/> Delayed. No change to Fiscal Years in which Requests for Payment will be made.</p> | <p><input type="checkbox"/> Delayed. Change to Fiscal Years in which Requests for Payment will be made.</p> <p><input type="checkbox"/> Complete.</p> |
|---|---|

Maximum Provincial Contribution for the Project Milestone as per the Budget: \$_____

Contribution Requested from the Province for the Project Milestone: \$_____

Please complete the table below. For the "Amount of any cost overruns" and "Previous Request for Payment(s)", please provide the total amounts to date, not the amounts indicated in the prior Request for Payment.

Project Activity	Total Eligible Costs amount as per Budget	Provincial contribution to Eligible Costs as per Budget	Amount of any cost overruns	PREVIOUS REQUEST(S) FOR PAYMENT			CURRENT REQUEST FOR PAYMENT			
				Total contribution by the Province to date	Total contribution by the Recipient to date	Total contribution from other sources to date	Description of Eligible Costs in current Request for Payment	Contribution sought from the Province	Contribution by the Recipient	Contribution from other sources
Design/ Engineering										
Project Management										
Materials, Labour and Construction										
Total										

If necessary, provide additional details or breakdown of Eligible Costs on a separate sheet.

Recommended for payment request:

Date

[insert the name of the Recipient's representative]

Recommended for payment:

Date

Director, Transportation Policy Branch

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2017-08

Being a by-law to amend By-Law No. 2016-47 being a bylaw to close up and authorize the sale of a portion of alley located on the north side of the properties located at 12410 to 12480 Little River Boulevard

WHEREAS Council adopted By-Law No. 2016-47 authorizing the closure and sale of the alley located on the north side of the properties located at 12410 to 12480 Little River Boulevard;

AND WHEREAS a Registered Plan 12R-26854 was registered with the Land Registry Office for the County of Essex (No. 12) on the 14th day of December, 2016;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:

- 1. That By-Law No. 2016-47 be amended by adding the following paragraph:
- 6. That By-Law No. 2016-47 be registered against the lands legally described as:
 - Alley PI 1183 Tecumseh abutting Lt 280 PI 1183 designated as Parts 1, 2, 3, 4 And 5 on 12R-26854; except 2R3796; Tecumseh (PIN 75261-0063LT)
 - Alley PI 1183 Tecumseh abutting Lt 315 to Lt 322 PI 1183 designated as Parts 6, 7, 8, 9, 10 and 11 on 12R-26854; Tecumseh (PIN 75261-0061LT)

READ a first, second and third time and finally passed this 28th day of February, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2017-09

Being a by-law to amend By-Law No. 2015-92
being a by-law to close up and authorize the
sale of a portion of alley located on the west
side of 12522 Ballard Street

WHEREAS Council adopted By-Law No. 2015-92 authorizing the closure and sale of the alley located on the west side of 12522 Ballard Street;

AND WHEREAS a Registered Plan 12R-26852 was registered with the Land Registry Office for the County of Essex (No. 12) on the 14th day of December, 2016;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:

- 1. That By-Law No. 2015-92 be amended by adding the following paragraph:
 - 6. That By-Law No. 2015-92 be registered against the lands legally described as:
 - Alley PI 819 Sandwich East designated as Part 1 on plan 12R-26852; Tecumseh (PIN 75252-0060LT)

READ a first, second and third time and finally passed this 28th day of February, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-10

Being a by-law to authorize the execution of a Funding Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario and The Corporation of the Town of Tecumseh

WHEREAS Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario (Province) and The Corporation of the Town of Tecumseh (Town) recognize that the Ontario Community Infrastructure Fund (OCIF) was created to provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater. Further strengthen municipal asset management practices within small Communities; and to help small Communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need;

AND WHEREAS the Town has applied to receive funding under the Application-Based Component of the Ontario Community Infrastructure Fund, and is eligible to receive funding;

AND WHEREAS the Town agrees subject to terms and conditions to be set out in the Ontario Community Infrastructure Fund Application-Based Component Agreement (Agreement);

AND WHEREAS pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law;

NOW THEREFORE the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Ontario Community Infrastructure Fund Application-Based Component Agreement (Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario, dated the 11th day of October, 2016, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

Read a first, second and third time, and finally passed this 28th day of February, 2017.

Gary McNamara, Mayor

SEAL

Laura Moy, Clerk

ONTARIO COMMUNITY INFRASTRUCTURE FUND – APPLICATION-BASED COMPONENT AGREEMENT

BETWEEN:

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

(the “**Province**”)

– and –

The Corporation of the Town of Tecumseh
(CRA# 875698821)

(the “**Recipient**”)

BACKGROUND

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financing tools to address infrastructure challenges and provide long-term support for rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two (2) components: (1) the Application-Based Component; and (2) the Formula-Based Component.

The Recipient has applied to the Application-Based Component of the Ontario Community Infrastructure Fund for funding to assist the Recipient in carrying out the Project and the Province wishes to provide funding for the Project.

The Recipient is eligible to receive funding under the Application-Based Ontario Community Infrastructure Fund to undertake a Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule “A” – General Terms And Conditions,
Schedule “B” – Additional Terms And Conditions,

Schedule "C" – Operational Requirements Under The Agreement,
Schedule "D" – Project Description,
Schedule "E" – Eligible And Ineligible Costs,
Schedule "F" – Financial Information,
Schedule "G" – Aboriginal Consultation Requirements,
Schedule "H" – Communications Protocol, and
Schedule "I" – Reports,

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

2.0 COUNTERPARTS

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

3.0 AMENDING AGREEMENT

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

4.0 ACKNOWLEDGEMENT

- 4.1 The Recipient acknowledges and agrees that:
- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
 - (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
 - (c) The Funds are
 - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Program, and
 - (ii) Funding for the purposes of the *PSSDA*; and
 - (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of the Project. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of the Project through recourse to a third party, arbitrator, tribunal or court.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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

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

Name: Randy Jackiw
Title: Assistant Deputy Minister,
Economic Development Division

Date

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

THE CORPORATION OF THE TOWN OF TECUMSEH

Signature: _____
Name: _____
Title: _____

Date

**AFFIX CORPORATE
SEAL**

Signature: _____
Name: _____
Title: _____

Date

I/We have the authority to bind the Recipient.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

ARTICLE A1 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting this Agreement:

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

A1.2 Definitions. In this Agreement, the following terms will have the following meanings:

“Aboriginal Group” includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

“Additional Provisions” means the terms and conditions referred to in section A10.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

“AGA” means the *Auditor General Act*.

“Agreement” means this agreement entered into between the Province and the Recipient and includes all of the Schedules listed in section 1.1 of this Agreement and any amending agreement entered into pursuant to section 3.1 of this Agreement.

“Arm’s Length” has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

“Auditor General” means the Auditor General of Ontario.

“BPSAA” means the *Broader Public Sector Accountability Act, 2010*.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is closed for business.

“Communications Protocol” means the protocol set out under Schedule “H” of this Agreement.

“Conflict Of Interest” includes any circumstances where:

- (a) The Recipient; or
- (b) Any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

“Consultant” means any person the Recipient retains to undertake any part of the work related to this Agreement.

“Contract” means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that the Recipient wants to pay from the Funds under this Agreement.

“Effective Date” means the date on which this Agreement is effective, as set out under section C1 of Schedule “C” of this Agreement.

“Eligible Costs” means those costs set out under section E1 of Schedule “E” of this Agreement.

“Event of Default” has the meaning ascribed to it in section A16.1 of Schedule “A” this Agreement.

“Expiration Date” means the date on which this Agreement will expire, as set out under section C2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

“FAA” means the *Financial Administration Act*.

“Failure” means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*.

“First Nation” means a band, as defined under section 2(1) of the *Indian Act* (Canada).

“Funds” means the money the Province provides to the Recipient pursuant to this Agreement.

“Holdback” means the amount, set out under section F2 of Schedule “F” of this Agreement, that the Province may withhold from any payment owing to the Recipient under this Agreement.

“Indemnified Parties” means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

“Ineligible Costs” means those costs set out under section E2 of Schedule “E” of this Agreement.

“Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A4.4 of Schedule “A” of this Agreement.

“Local Services Board” means a board established under the *Northern Services Boards Act*.

“MA” means the *Municipal Act, 2001*.

“Maximum Funds” means the amount set out under section F1 of Schedule “F” of this Agreement.

“Notice” means any communication given or required to be given pursuant to this Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

“Parties” means the Province and the Recipient collectively.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “D” of this Agreement.

“Project Completion Date” means the date set out under section C3 of Schedule “C” of this Agreement.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996*.

“Reports” means the reports set out under Schedule “I” of this Agreement.

“Requirements of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA* and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

“Substantial Completion” has the same meaning as “substantially performed”, as defined under section 2(1) of the *Construction Lien Act*.

“Term” means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date unless terminated earlier pursuant to Articles A14, A15 or A16 of this Agreement.

- A1.3 *Conflict.*** Subject to section A10.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

ARTICLE A2

EFFECTIVE DATE AND DURATION OF AGREEMENT

- A2.1 *Effective Date Of Agreement.*** This Agreement will take effect on its Effective Date.

- A2.2 *Expiration Date Of Agreement.*** This Agreement will expire on its Expiration Date.

ARTICLE A3

REPRESENTATIONS, WARRANTIES AND COVENANTS

- A3.1 *General.*** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person to the extent that that indebtedness would undermine the Recipient's ability to complete the Project;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

- A3.2 *Execution Of Agreement.*** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

- A3.3 *Governance.*** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A3.4 Approvals, Licenses And Permits. The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking the Project or to meet any other term or condition under this Agreement.

A3.5 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A3 of this Agreement.

A3.6 Additional Covenants. The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A3.1 to A3.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

A3.7 Recipient's Representations, Warranties And Covenants For The Benefit Of The Province. The Recipient acknowledges and agrees that the representations, warranties and covenants set out in this Article A3 of Schedule "A" of the Agreement are for the sole benefit of the Province.

A3.8 Provincial Reliance On Recipient's Representations, Warranties And Covenants. The Recipient acknowledges and agrees that the Province is relying on all of the representations, warranties and covenants set out in this Article A3 of Schedule "A" of this Agreement.

ARTICLE A4

FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) Provide the the Recipient up to the Maximum Funds for the sole purpose of carrying out the Project.
- (b) Provide the Funds to the Recipient in accordance with section F3 of Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
 - (i) Resides at a Canadian financial institution, and
 - (ii) Is in the name of the Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A14.2 of Schedule "A" of this Agreement;

- (b) The Province is not obligated to provide any instalments of Funds until the Province is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs based upon the Province's assessment of the information provided by the Recipient pursuant to Article A8 of Schedule "A" of this Agreement;
- (d) The Province may withhold the Holdback from each payment made under this Agreement and is not obligated to pay the Holdback to the Recipient for thirty (30) days after the Expiration Date of this Agreement; and
- (e) If, in the opinion of the Minister of Agriculture, Food and Rural Affairs, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
 - (ii) Terminate the Agreement pursuant to section A15.1 of Schedule "A" of this Agreement.

A4.3 Use Of Funds And Project. The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward the Project;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

A4.4 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust plus any Interest Earned thereon for the Province until the Recipient needs the Funds for the Project.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

A4.6 Rebates, Credits and Refunds. The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

A4.7 Maximum Funds. The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

A4.8 Project Financing. The Recipient acknowledges and agrees that:

- (a) It is solely responsible for making any alternative arrangements that may be required to obtain additional financing for the Project in the event that its original financing situation changes;
- (b) It is solely responsible for covering any unapproved expenditures and cost overruns; and
- (c) It is solely responsible for securing any additional financing required to complete the Project.

- A4.9 No Changes To The Project.** The Recipient will not make any changes to the Project without the prior written consent of the Province.
- A4.10 Project Completion.** The Recipient will Substantially Complete the Project by the Project Completion Date.
- A4.11 Disposal Of Assets.** The Recipient will not, without the Province's prior written consent, sell, lease, encumber or otherwise dispose of any asset purchased, rehabilitated or built with the Funds or for which Funds were provided for a period of five (5) years after the date in which the Project was completed.
- A4.12 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:
- (a) It is receiving Funds from the Province for the Project and is not providing goods or services to the Province; and
 - (b) The Funds the Province is providing under this Agreement is funding for the purposes of the PSSDA.

ARTICLE A5 ABORIGINAL CONSULTATION

- A5.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in the Project for the Project to proceed.
- A5.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of any consultation obligations the Province may have with any Aboriginal Group in relation to the Project to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to the Project.
- A5.3 Recipients Obligations In Relation To Consultations.** The Recipient will:
- (a) Be responsible for consulting with any Aboriginal Group that has an interest in the Project on behalf of the Province in accordance with Schedule "G" of this Agreement;
 - (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
 - (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in the Project in its Reports.
- A5.4 Recipient Will Not Start Construction On Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of the Project for forty-five (45) Business

Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

ARTICLE A6

RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

- A6.1 Acquisition Of Goods And Services In Competitive Procurement Process.** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services exceeding twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A6.1 of Schedule "A" of the Agreement in writing if:
- (a) The goods or services the Recipient is purchasing are not readily available; or
 - (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.
- A6.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A6 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A6.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
 - (b) Do not conflict with this Agreement;
 - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
 - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
 - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A6.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out the Project. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A6.5 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article 6 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

- A6.6 *Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible.*** If the Province determines that the Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article 6 of Schedule “A” of the Agreement, the Province may without liability, penalty or costs deem the costs associated with the Contract as being ineligible and will have no obligation to pay those costs.

ARTICLE A7 CONFLICT OF INTEREST

- A7.1 *No Conflict Of Interest.*** The Recipient will ensure that any Person associated with the Project in whatever capacity carries out the administration of any Funds in all its aspects without an actual, potential or perceived Conflict of Interest.
- A7.2 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived Conflict Of Interest; and
 - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A8 REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A8.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section C6 of Schedule “C” of this Agreement all Reports in accordance with the timelines set out in Schedule “I” of this Agreement and in the form specified by the Province;
 - (b) Ensure that all Reports are completed to the satisfaction of the Province; and
 - (c) Ensure that any compliance attestation that must be submitted with any Reports is completed and signed by the Recipient’s Administrative Officers/Clerk or Treasurer.
- A8.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
 - (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law,
- for a period of seven (7) years after the Expiration Date of this Agreement.
- A8.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises or site of the Project to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section A8.2 of Schedule “A” of this Agreement;
 - (b) Remove any copies made pursuant to section A8.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
 - (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

- A8.4 Disclosure.** To assist in respect of the rights set out under section A8.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- A8.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.
- A8.6 Auditor General.** For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.
- A8.7 Provision Of Information.** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or the Project as the Province requests.

ARTICLE A9 COMMUNICATIONS

- A9.1 Recipient To Follow Communications Protocol.** The Recipient will follow the Communications Protocol.
- A9.2 Publication By The Province.** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A10 ADDITIONAL PROVISIONS

- A10.1 Additional Provisions.** The Recipient will comply with any Additional Provisions set out under Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A” of this Agreement, the Additional Provisions will prevail.

ARTICLE A11 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE

- A11.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A11.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

ARTICLE A12

INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND

- A12.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A12.2 *Exclusion Of Liability.*** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A12.3 *Recipient's Participation.*** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A12.4 *Province's Election.*** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A12.5 *Settlement Authority.*** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A12.6 *Recipient's Co-operation.*** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A13

INSURANCE

- A13.1 *Recipient's Insurance.*** The Recipient represents and warrants that it has, and will maintain for the for a period of ninety (90) days after the Province has approved the Recipient's Final Report attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section C5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:
- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;

- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only); and
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

A13.2 Proof Of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A13.1 of Schedule "A" of this Agreement. For greater clarity, the Province may also request that the Recipient provide the Province with a copy of its insurance policy or insurance policies that relate to the Project.

A13.3 Right Of "First Call" On Insurance Proceeds. The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A13.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

ARTICLE A14

TERMINATION ON NOTICE

A14.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

A14.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent during the notice period set out under section A14.1 of Schedule "A" of this Agreement;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) Permit the Recipient to offset such costs against any amount owing to the Recipient; and/or
 - (ii) Subject to section A4.2(e) of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

ARTICLE A15

TERMINATION WHERE NO APPROPRIATION

A15.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

A15.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A15.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds, plus any Interest Earned thereon, remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A15.2(b) of Schedule “A” of this Agreement.

A15.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A15.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

ARTICLE A16

EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A16.1 Events Of Default. Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
 - (i) Carry out the Project,
 - (ii) Use or spend the Funds,
 - (iii) Provide any Reports required under this Agreement, or
 - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue the Project or the Recipient is likely to discontinue the Project;
- (d) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

A16.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds plus any Interest Earned thereon remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used plus any Interest Earned thereon, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient plus any Interest Earned thereon, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A16.3 Opportunity To Remedy. If, in accordance with section A16.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) The particulars of the Event of Default; and
- (b) The Notice Period.

A16.4 Recipient Not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A16.2(b) of Schedule “A” of this Agreement, and;

- (a) The Recipient does not remedy the Event of Default within the Notice Period;
- (b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A16.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

A16.5 When Termination Effective. Termination under this Article A16 of Schedule “A” of this Agreement will take effect as set out in the Notice.

ARTICLE A17 LOBBYISTS AND AGENT FEES

A17.1 Lobbyists And Agent Fees. The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

ARTICLE A18 FUNDS UPON EXPIRY

A18.1 Funds Upon Expiry. The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds plus any Interest Earned thereon remaining in its possession or under its control.

ARTICLE A19 REPAYMENT

A19.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds plus any Interest Earned thereon from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds plus any Interest Earned thereon to the Province.

A19.2 Debt Due. If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned from the Recipient; or
- (b) The Recipient owes any Funds plus Interest Earned or an amount equal to any Funds plus Interest Earned to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds plus Interest Earned or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section A19.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A4.4 of Schedule "A" of this Agreement.

A19.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A19.4 Payment Of Money To Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section C6 of Schedule "C" of this Agreement.

A19.5 Repayment. Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

A19.6 Funds Are Part Of A Social Or Economic Program. The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A20

NOTICE

A20.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C6 of Schedule “C” of this Agreement or as either Party later designates to the other by written Notice.

A20.2 Notice Given. Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

A20.3 Postal Disruption. Despite section A20.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

ARTICLE A21

CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A21.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A22

SEVERABILITY OF PROVISIONS

A22.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A23

WAIVER

A23.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A20 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

ARTICLE A24 INDEPENDENT PARTIES

A24.1 *Parties Independent.* The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A25 ASSIGNMENT OF AGREEMENT OR FUNDS

A25.1 *No Assignment.* The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A25.2 *Agreement Binding.* All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A26 GOVERNING LAW

A26.1 *Governing Law.* This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A27 FURTHER ASSURANCES

A27.1 *Agreement Into Effect.* The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE A28 JOINT AND SEVERAL LIABILITY

A28.1 *Joint And Several Liability.* Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

ARTICLE A29 RIGHTS AND REMEDIES CUMULATIVE

A29.1 *Rights And Remedies Cumulative.* The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A30 JOINT AUTHORSHIP

A30.1 *Joint Authorship Of Agreement.* The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A31 FAILURE TO COMPLY WITH OTHER AGREEMENT

A31.1 *Other Agreements.* If the Recipient:

- (a) Has committed a Failure;
 - (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
 - (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
 - (d) Such Failure is continuing,
- the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A32 SURVIVAL

A32.1 *Survival.* The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, section A4.2(e), A4.7, section A5.2, Article A7, section A8.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A8.2, A8.3, A8.4, A8.5, A8.6, Article A12, section A14.2, sections A15.2 and A15.3, sections A16.1, A16.2(d), (e), (f), (g) and (h), Article A18, Article A19, Article A20, Article A22, section A25.2, Article A26, Article A28, Article A29, Article A30, Article A31 and Article A32.

A32.2 *Survival After Creation.* Despite section A32.1 of this Agreement, section A8.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A8.2 of this Agreement was created.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]

SCHEDULE “B” ADDITIONAL TERMS AND CONDITIONS

- B1.1 *The Province May Impose Additional Conditions On The Recipient.*** The Province may impose, at any time, such additional terms or conditions on the Recipient in terms of the Recipient’s operations, behaviour or responsibilities that relate to the use of any Funds which the Province considers, acting reasonably, appropriate for the proper expenditure and management of the Funds. For greater certainty, any additional terms or conditions the Province may impose shall be supplements to the existing terms and conditions of this Agreement as opposed to amendments to the terms and conditions of this Agreement.
- B1.2 *Behaviour Of Recipient.*** The Recipient will carry out any Project to which Funds are directed in an economical and business-like manner, in accordance with the terms and conditions of this Agreement, subject to any additional conditions the Province may impose under section B1.1 of Schedule “B” of this Agreement or any reasonable amendments the Province may agree to or require from time to time in writing.
- B1.3 *New Information.*** In the event of new information, errors, omissions or other circumstances affecting the determination of the amount of any Funds being provided under this Agreement, the Province may, in its sole and absolute discretion, adjust the Funds being provided under this Agreement.

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SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1 *Effective Date.*** The Effective Date of this Agreement is the date in which the Province signs the Agreement.
- C2 *Expiration Date.*** Unless this Agreement is terminated earlier, this Agreement shall expire on March 31, 2020.
- C3 *Project Completion Date.*** The Project will be completed no later than December 31, 2018. For clarity this means Substantial Completion must have occurred.
- C4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C6 of Schedule “C” or any other person identified by the Province in writing.
- C5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A13.1 of Schedule “A” of this Agreement no less than two million dollars (\$2,000,000.00).
- C6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2 Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIFApps@ontario.ca	The Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, ON N8N 1W9 Attention: Luc Gagnon, Dir Financial Services Fax: (519) 735-6712 Email: lgagnon@tecumseh.ca

or any other person identified by the Parties in writing.

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SCHEDULE “D” PROJECT DESCRIPTION

This project is for the renewal and rehabilitation of approximately 30,000 linear metres of sanitary sewer pipe, 500 manholes and the rehabilitation of approximately 500 sanitary sewer service connections in Wards 1 and 2 in the Town of Tecumseh. This includes: camera inspections of the sewer pipes to identify pipe condition, pipe defects, and sources of inflow and infiltration using trenchless technology; flushing and cleaning debris from the sanitary sewer pipes and service connections to facilitate leak testing and repair using trenchless technology; pressure testing and sealing of mainline joints, cracked or otherwise leaking pipes, tee connections, clean outs, risers and sanitary service connections using innovative trenchless technology; structural repairs of sanitary sewer pipes where required using innovative trenchless technology; and sealing leaks in manholes using rain shields, chemical sealants and latest technology. Outcomes: Minimize incidence of breakages, failures and contamination by these systems. Output: Minimize incidence of breakages, failures and contamination by these systems; Reduction in sewer backups; Decrease in flooding or washouts incidents.

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SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

E1 Eligible Costs. Subject to the terms and conditions of this Agreement and section E2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays to third party vendors that are documented through invoices, receipts or other records that are acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs will only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, the tangible core infrastructure asset noted in the Project Description in Schedule “D” of the Agreement;
- (b) All planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (c) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, license or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project,
- (d) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by Ontario in writing prior to being incurred;
- (e) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (f) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “G” of this Agreement; and
- (g) Other costs that are, in Ontario’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by Ontario in writing prior to being incurred.

E2 Ineligible Costs. The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred not in accordance with section A6.1 of Schedule “A” of this Agreement;
- (b) Costs incurred prior to July 4, 2016 or after the Project Completion Date;
- (c) Costs associated with the acquisition or leasing of:
 - (i) Land,
 - (ii) Buildings,
 - (iii) Equipment,
 - (iv) Other facilities, and
 - (v) Obtaining easements, including the costs or expenses for surveys, and includes real estate fees and other related costs;

- (d) Costs associated with moveable/transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.)
- (e) Costs related to recreational trails.
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Unreasonable meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing applications for the Ontario Community Infrastructure Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A17.1 of Schedule "A" of this Agreement.

E3 Costs Of Non-Arm's Length Parties. The costs or expenses of goods or services acquired from parties that are not Arm's Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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SCHEDULE “F” FINANCIAL INFORMATION

F1 Maximum Funds. Subject to the terms and conditions of this Agreement, Ontario will provide the Recipient with an amount up to Eight Hundred and Six Thousand One Hundred and Forty-nine Dollars (\$806,149) in Funds for Eligible Costs for the Project.

Project’s Estimated Total Net Eligible Costs: \$1,400,000
(Original budget from application)

Percentage of Provincial Support

The Percentage of Provincial Support is fixed at Fifty-eight (58%) for the Term of the Agreement.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project’s Estimated Total Net Eligible Costs as provided above.

“**Total Net Eligible Costs**” means all direct costs that are, in Ontario’s sole and absolute discretion, properly and reasonably incurred as per Schedule “E” of this Agreement by the Recipient under a contract for goods or services necessary for the implementation of the Project, less any HST rebate or any other rebates the Recipient has received, will receive or is eligible to receive from any government source.

F2 Holdback. The Province may withhold up to ten (10) percent from each payment of Funds the Province makes to the Recipient under this Agreement as a Holdback.

F3 Provision Of Funds. The Province will provide the Funds to the Recipient, subject to the terms and conditions of the Agreement, in accordance with the following:

MILESTONE PAYMENT SCHEDULE

Project Milestone Payment	Recipient Expected Date
Milestone 1: Agreement Execution	March 15, 2017
Milestone 2: Submission and Acceptance of Revised Budget Report (Submitted after 70% of the Project costs are awarded)	July 25, 2017
Milestone 3: Submission and Acceptance of Final Report	December 31, 2018

MILESTONE PAYMENT	AMOUNT	REQUIRED DOCUMENTATION
Subject to the terms and conditions of the Agreement:	-	-
Milestone 1: Execution of the Agreement by both Parties.	An amount up to fifty-five percent (55%) of the Maximum Funds	An executed Agreement and a Council by-law / Board resolution authorizing the Recipient's entry into the Agreement.
Milestone 2: Upon receipt and acceptance by Ontario of required reports. If there is a variance between the date noted in Recipient Expected Date for Milestone 2 (noted above) and the actual date Milestone 2 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.	Provided it is not a negative figure, an amount up to seventy-five percent (75%) of either (i) The Maximum Funds, less the amount paid at Milestone 1; or (i) An amount calculated by multiplying the percentage of Maximum Funds against the Recipient's Revised Total Net Eligible Costs, less the amount paid at Milestone 1.	Construction Contract Award Report as described in Schedule "I" of this Agreement Revised Budget Report Progress Report

<p>Milestone 3: Upon receipt and acceptance by Ontario of the Final Report. The Final Report shall be submitted within sixty (60) Business Days of the completion of the Project and no later than February 15, 2019 whichever is earliest.</p> <p>If there is a variance between the date noted in Recipient Expected Date for Milestone 3 (noted above) and the actual date Milestone 3 will be submitted by the Recipient, notification must be provided as soon as possible to Ontario.</p>	<p>Using the same method of calculation as in Milestone 2,</p> <p>(i) The balance of the Funds, if any, to the limit of the Maximum Funds</p> <p style="text-align: center;">or</p> <p>(ii) The balance, if any, of the Funds calculated by multiplying the Percentage of Provincial Support against the Recipient's Total Net Eligible Costs as certified in the Final Report,</p> <p>whichever aggregate amount is smaller.</p>	<p>Final Report</p>
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SCHEDULE “G”

ABORIGINAL CONSULTATION REQUIREMENTS

G1.1 Purpose. This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

G1.2 Definitions. For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

G2.1 The Province’s Responsibilities. The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

G3.1 Recipient’s Responsibilities. The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;
- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;

- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

G3.2 Acknowledgement By Recipient. The Recipient hereby acknowledges that, notwithstanding section A5.2 of the Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

G3.3 Recipient Shall Keep Records And Share Information. The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;
- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;

- (e) Advise the Province immediately of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

G3.4 Recipient Shall Assist The Province. The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

G4.1 No Acknowledgment Of Duty To Consult Obligations. Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in section G3.1 of this Schedule “G” of the Agreement is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

G5.1 No Substitution. This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

G6.1 Notices In Relation To Schedule. All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C6 of Schedule “C” of this Agreement.

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SCHEDULE “H” COMMUNICATIONS PROTOCOL

H1 *Application Of Protocol.* This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases
- (c) Printed materials
- (d) Websites
- (e) Photo compilations
- (f) Award programs
- (g) Awareness campaigns

H2 *Project Signage.* The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient will, at the Province’s request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

H3 *Media Events.* The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days’ notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designed representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences
- (b) Public announcements
- (c) Official events or ceremonies
- (d) News releases

H4 *Awareness Of Project.* The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

H5 *Issues Management.* The Recipient will share information immediately with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

H6 *Communicating Success Stories.* The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

H7 *Disclaimer.* If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “I” FOLLOWS]

SCHEDULE “I” REPORTS

- 11 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below and with such content as is satisfactory to the Province. The Province will provide the contents of the Report at a later date.

	Name of Report and Details Required	Due Date
1.	Construction Contract Award Report - a Report from council including a resolution or other municipal document recognizing the awarding of the Project tender(s)	Within fifteen (15) Business Days of a council resolution and no later than June 29, 2018.
2.	Revised Budget Report must be based on tenders awarded to complete the Project. The Recipient shall use the form provided by the Province.	Within fifteen (15) Business Days of a council resolution awarding the tender(s) and no later than June 29, 2018.
3.	Progress Report - The Recipient shall use the form provided by the Province.	Twice a year by May 15 and October 15 for the Term of the Agreement or until sixty (60) Business Days after the Project Completion Date. A Progress Report is also required as part of the submission for Milestone Two (2).
4.	Final Report - including statement of final incurred eligible expenses validated by invoices and/or payment certificates. The Recipient shall use the form provided by the Province.	Within sixty (60) Business Days of the Project Completion or no later than February 15, 2019 whichever is earliest.
5.	Other Reports or information as may be directed by Ontario from time to time, if any	On or before a date directed by Ontario.

UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
20/14	Dec 9, 2014 Feb 14, 2017		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements. Administration is asked to provide an update to the affected property owners.	PWES/ Clerks	In progress
5/16	Nov 8, 2016 Feb 14, 2017	RCM 390/16	Traffic Study	That a traffic count be conducted for the intersection of Cada Street and St. Gregory's Road to determine if it warrants the installation of a crosswalk. A request is made that the traffic count should not take place prior to the soccer season as those numbers ought to be incorporated.	PWES	Scheduled for Spring 2017

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-11

Being a by-law to confirm the proceedings of the
February 28, 2017 regular meeting of the Council
of The Corporation of the Town of Tecumseh

WHEREAS pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

WHEREAS pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this Session be confirmed and adopted by by-law.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:

1. **THAT** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the **February 28, 2017**, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Town of Tecumseh 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 Town of Tecumseh during the said **February 28, 2017**, meeting referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 28th day of February, 2017.

Gary McNamara, Mayor

"SEAL"

Laura Moy, Clerk