

Tuesday, May 9, 2017, 7:00 PM  
Tecumseh Town Hall  
[www.tecumseh.ca](http://www.tecumseh.ca)

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a. Tuesday, May 23, 2017	
6:00 pm Public Council Meeting Re: East McPherson Drain	
7:00 pm Regular Council Meeting	
<b>18. ADJOURNMENT</b>	

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

Tecumseh Council meets in regular public session on Tuesday, April 25, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 7-1)

### **ORDER**

The Mayor calls the meeting to order at 7:00 pm.

(RCM 7-2)

### **MOMENT OF SILENCE**

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

(RCM 7-3)

### **NATIONAL ANTHEM**

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

(RCM 7-4)

### **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:	Acting Chief Administrative Officer	- Shaun Fuerth
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Christina Hebert
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Public Works & Environmental Services	- Dan Piescic
	Director Planning & Building Services	- Brian Hillman
	Director Parks & Recreation Services	- Paul Anthony
	Manager Engineering Services	- Phil Bartnik
	Manager Roads & Fleet	- Kirby McArdle
	Manager Recreation Programs & Events	- Kerri Rice
	Supervisor Recreation Programs & Events	- Brett Palmer

### **PECUNIARY INTEREST**

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

(RCM 7-5)

### **MINUTES**

Motion: (RCM-126/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rita Ossington

**THAT** the minutes of the April 11, 2017, Special Meeting of Council, and the minutes of the April 11, 2017, Regular Meeting of Council, as were duplicated and delivered to the Members, are adopted.

Carried

(RCM 7-6)

**SUPPLEMENTARY AGENDA ADOPTION**

Motion: (RCM-127/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**THAT** the April 25, 2017, Supplementary Council Agenda, be adopted.

Carried

(RCM 7-7)

**DELEGATIONS**

Windsor-Essex Compassion Care Community (WECCC)

Ms. Liz Daniel, Community Engagement Coordinator, informs the Members of the goals and objectives of the WECCC and their proposed launch in the Town of Tecumseh in June.

Ms. Daniel invites the Town to participate in helping to support those in need in the community and improve their quality of life. The Mayor is invited to present a community award at the launch, alongside the area MP and MPPs. Others in the community are welcome to attend the launch and are asked to contribute to the goals of the WECC, helping those in need and not to live in isolation to create a greater community of care.

Council expresses their appreciation for WECCC's community outreach and willingness of the Town to support their endeavours.

TecumsehRec.ca

The Manager Recreation Programs & Events and Supervisor Recreation Programs & Events introduce the new Recreation website [www.TecumsehRec.ca](http://www.TecumsehRec.ca). They explain the online services offered on the website and the up-to-date information that can be readily and easily accessed.

In response to an inquiry, the Manager Recreation Programs & Events advises that Visa or MasterCard are the accepted form of online payment. Alternatively, cash, cheque, debit, Visa or MasterCard are accepted in person at the Tecumseh Arena. Payment must be received at the time of registration in order to secure a spot. A Program Registration Form is also available in the Summer Activity Guide for those wishing to register in person.

Canada Flag Donation

The Hayes Family presents the Town with Canada 150 Flags in memory of their father, Henry Hayes, a former member of Tecumseh Council. Presenting are Councillor Rita Ossington, along with her brother Doug Hayes and sisters, Kathleen Rocheleau and Mary Heath.

In 1967, their father was responsible for the events surrounding the centennial pool and its opening on July 1st. As the second anniversary of their father's passing is approaching, the Hayes Family would like to recognize his contributions to the community through the presentation of both a red and white Canada 150 Flag.

(RCM 7-8)

**COMMUNICATIONS****Communications for Information**

- A. Municipality of Dutton Dunwich, Re: Resolution Supporting Private Member's Bill of Sam Oosterhoff, MPP
- B. Ministry of Transportation, Re: Province-wide Network of Cycling Routes in Ontario

Motion: (RCM-128/17) Moved by Councillor Bill Altenhof  
 Seconded by Councillor Tania Jobin

**THAT** Communications – *for Information* A and B as listed on the April 25, 2017 Regular Council Meeting Agenda are received.

Carried

**Communications - Action Required**

- A. Great Lakes & St. Lawrence Cities Initiative, Re: Federal Budget Strategy
- B. Minister Responsible for Seniors Affairs, Re: Seniors' Month in Ontario 2017
- C. Forests Ontario, Re: Ontario150 Initiatives

Motion: (RCM-129/17) Moved by Councillor Bill Altenhof  
 Seconded by Councillor Brian Houston

**WHEREAS**, the Great Lakes and St. Lawrence River Basin (the Basin) represents approximately 20% of the world's surface fresh water and 84% of North America's surface fresh water; and

**WHEREAS**, over 48 million people depend on the Basin as a source of drinking water; and

**WHEREAS**, the Basin is the foundation for a \$5.8 trillion USD regional economy; and

**WHEREAS**, water contamination, harmful algal blooms, invasive species, and climate change pose threats to the integrity of the resource and prosperity of the Basin; and

**WHEREAS**, Canada and the United States have worked cooperatively on the Great Lakes and St. Lawrence for over 100 years under the Boundary Waters Treaty of 1909 and the Great Lakes Water Quality Agreement of 1972, as most recently amended in 2012; and

**WHEREAS**, significant progress has been made over almost 50 years in restoring and protecting the Basin based on a shared responsibility for the resource and significant investment from all orders of government in the United States and Canada; and

**WHEREAS**, local governments in Canada and the United States have invested over \$15 billion USD annually in protection and restoration efforts according to a 2008 study; and

**WHEREAS**, the U.S. Federal Government has provided more than \$2 billion USD since 2010 for Great Lakes protection and restoration through the Great Lakes Restoration Initiative; and

**WHEREAS**, the Canadian Federal Government has invested more than \$250 million CAD in Great Lakes and St. Lawrence River initiatives since 2010; and

**WHEREAS**, the President of the United States proposed eliminating the entire \$300 million USD in funding for the Great Lakes Restoration Initiative in the 2017-2018 budget; and

**WHEREAS**, the 2017 Canadian budget proposes approximately \$114 million CAD over five years to support water protection and restoration but has no line item dedicated to the Basin at the magnitude necessary; and

**WHEREAS**, these budgets do not adequately address the urgent needs of the Great Lakes and St. Lawrence Basin and will slow down or halt critical restoration and protection efforts and economic recovery in the region;

**NOW, THEREFORE, BE IT RESOLVED**, that the United States Congress appropriate the full \$300 million USD authorized for the Great Lakes Restoration Initiative in the 2017-2018 budget; and

**BE IT FURTHER RESOLVED**, that the Canadian Federal Government work collaboratively with provinces, local governments, First Nations and Metis, and other stakeholders to develop a common strategy and to increase funding for the Great Lakes and St. Lawrence Basin to match the significance of the resource and the magnitude of the challenges;

**BE IT FURTHER RESOLVED**, that all orders of government must share the responsibility for the protection and restoration of the Great Lakes and St. Lawrence Basin and recognize the importance of the resource in their budgets; and

**BE IT FINALLY RESOLVED**, that copies of this resolution be forwarded to the President of the United States, the Prime Minister of Canada, the Governors of the eight Great Lakes States, the Premiers of Quebec and Ontario, the Canadian Minister of Environment and Climate Change, the U.S. Environmental Protection Agency Administrator, and the Great Lakes and St. Lawrence Cities Initiative;

**AND THAT** the month of June 2017 be proclaimed as Seniors' Month and that the proclamation be posted to the Town's website and social media and further that this communication from the Minister be shared with the Senior Advisory Committee;

**AND FURTHER THAT** Forests Ontario's celebration of Ontario150 by launching two initiatives, The Heritage Tree Program and Ontario's Green Leaf Challenge (GLC), in addition to the existing 50 Million Tree Program (50MTP), be promoted on the Town's website and social media sites.

Carried

(RCM 7-9)

### **COMMITTEE MINUTES**

Motion: (RCM-130/17) Moved by Councillor Tania Jobin  
Seconded by Deputy Mayor Joe Bachetti

**THAT** the April 10, 2017 Minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-131/17) Moved by Councillor Brian Houston  
Seconded by Councillor Rita Ossington

**THAT** the April 10, 2017 Minutes of the Heritage Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-132/17) Moved by Councillor Brian Houston  
Seconded by Councillor Rita Ossington

**THAT** the April 10, 2017 Minutes of the Cultural & Arts Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

The Members are reminded the Cultural & Arts Advisory Committee is hosting a Soirée Coffee House on Friday, May 12, 2017 at the Tecumseh - l'Essor Arts Centre.

**Motion:** (RCM-133/17) Moved by Councillor Brian Houston  
 Seconded by Deputy Mayor Joe Bachetti  
**THAT** the April 11, 2017 Minutes of the Court of Revision, as was duplicated and delivered to the Members of Council, are accepted.

(RCM 7-10)

## **REPORTS**

Director Corporate Services & Clerk, Report No. 07/17, Re: 2018 Municipal and School Board Elections Method of Voting

**Motion:** (RCM-134/17) Moved by Councillor Brian Houston  
 Seconded by Councillor Bill Altenhof  
**THAT** By-law No. 2017-27 being a by-law to authorize the use of Internet and Telephone voting for the 2018 Municipal and School Board Elections be adopted at the April 25, 2017, meeting of Council;  
**AND THAT** the Director Corporate Services & Clerk Report No.07/17 be accepted.  
 As recommended by the Director Corporate Services & Clerk under Report No. 07/17.

Carried

In response to an inquiry, the Director Corporate Services & Clerk advises Voter Information Centres will be held, in addition to extended business and weekend hours for the convenience of the voters and to accommodate those that cannot attend during regular business hours. Voter Information Centres were available during the 2014 Municipal and School Board Elections at Town Hall and at senior residents. A Centre will be added for the 2018 Elections in the southern ward area.

Director Fire Services & Fire Chief, Report No. 05/17, Re: Tecumseh Fire Services - Q1 2017 Update

**Motion:** (RCM-135/17) Moved by Councillor Tania Jobin  
 Seconded by Councillor Brian Houston  
**THAT** the Tecumseh Fire Services Q1 2017 update presented in the Fire & Emergency Services Department Report No. 05/17 be received.  
 As recommended by the Director Fire Services & Fire Chief, under Report No. 05/17.

Carried

Director Parks & Recreation Services, Report No. 08/17, Re: Essex Region Greenway Trail Extension Tender Award

**Motion:** (RCM-136/17) Moved by Councillor Bill Altenhof  
 Seconded by Councillor Brian Houston  
**THAT** the tender for the Essex Region Greenway Trail Extension in the amount of \$474,984 plus HST be awarded to Total Source Contracting;  
**AND THAT** the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Total Source Contracting;  
**AND FURTHER THAT** the Town's commitment of \$180,000 be funded from the Lifecycle Infrastructure Reserve and that any future recoveries be allocated to repay the Lifecycle Infrastructure Reserve.  
 As recommended by the Director Parks & Recreation Services, under Report No. 08/17.

Carried

The Director Parks & Recreation Services, in reply to a query, confirms that under the funding requirements the works must be substantially completed by July 1, 2017.

Director Planning & Building Services, Report No. 11/17, Re: Canada-Ontario Affordable Housing Program, 2016 & 2017 Rental Housing Component of the Social Infrastructure Fund Investment in Affordable Housing Program Extension

Motion: (RCM-137/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rita Ossington

**THAT** the Town's participation in the Canada-Ontario Affordable Housing Program, 2016 and 2017 Rental Housing Component of the Social Infrastructure Fund as delivered under the existing Investment in Affordable Housing Program Extension (IAHE), be confirmed;

**AND THAT** the mandatory program requirements identified under the IAHE, requiring setting the property tax rate for multi-unit residential units receiving capital program funding at the effective rate equivalent to the single-unit residential rate for the Town, be provided;

**AND FURTHER THAT** a Municipal Housing Facility By-law to enable municipal contributions pursuant to the Municipal Act, 2001, be adopted.

As recommended by the Director Planning & Building Services, under Report No. 11/17.

Carried

Drainage Superintendent, Report No. 20/17, Re: Request for Repair and Improvements to a Municipal Drain, Appointment of Drainage Engineer – Shreve Drain

Motion: (RCM-138/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

**THAT** Landmark Engineering be appointed Drainage Engineer to:

- (i) make an examination of the drainage area as submitted by the Town of Tecumseh on behalf of the Essex Region Conservation Authority for a bridge installation located at northeast PL of 470000011000000 and northwest PL of 470000007000000.
- (ii) to prepare a Drainage Report for the Shreve Drain (Drain) in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance of the Drain.

As recommended by the Drainage Superintendent, under Report No. 20/17.

Carried

Drainage Superintendent, Report No. 21/17, Re: Request for Repair & Improvement to a Municipal Drain, Appointment of Drainage Engineer – South Talbot & Holden Outlet Drain

Motion: (RCM-139/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

**THAT** Dillon Consulting Ltd. be appointed Drainage Engineer to:

- (i) make an examination of the drainage area as submitted by 1185604 Ontario Inc. of Part of Lot 303, Con STR of 470000007000000.
- (ii) to prepare a Drainage Report for the South Talbot & Holden Outlet Drain (Drain) in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance of the Drain.

As recommended by the Drainage Superintendent, under Report No. 21/17.

Carried

Manager Roads & Fleet, Report No. 24/17, Re: Supply of Tandem Axle Truck and Snow Plow Package

Motion: (RCM-140/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Andrew Dowie

**THAT** the purchase of one Tandem Axle Truck and Snow Plow Package in the amount of \$282,229.95 plus HST be awarded to Team Truck Centers Ltd.

As recommended by the Manager Roads & Fleet, under Report No. 24/17.

Carried

Manager Roads & Fleet, Report No. 25/17, Re: 2017 Supply of Various Vehicles, Tender Award

Motion: (RCM-141/17) Moved by Councillor Brian Houston  
Seconded by Councillor Bill Altenhof

**THAT** the following vehicle purchases be awarded to Oxford Dodge Chrysler (1992) Ltd.:

- a) Item 1: one (1) 2500 Crew Cab Pickup Truck, in the amount of \$34,713 plus HST; and
- b) Item 2: one (1) 1500 Ext. Cab Pickup Truck, in the amount of \$29,886 plus HST.

As recommended by the Manager Roads & Fleet, under Report No. 25/17.

Carried

(RCM 7-11)

**BY-LAWS**

Motion: (RCM-142/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Tania Jobin

**THAT** By-law No. 2017-25 being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach (Removal of Holding Zone Symbol "H", affecting the 0.3 hectare parcel of land situated on the north-east corner of the Tecumseh Road/Brighton Road intersection – 14306 Tecumseh Road);

**AND THAT** By-law No. 2017-26 being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Hasan Bahcheli & Emine Bahcheli;

**AND THAT** By-law No. 2017-27 being a by-law to authorize the use of internet and telephone voting for the 2018 Municipal and School Board Elections.

Be given first and second reading.

Carried

Motion: (RCM-143/17) Moved by Councillor Rita Ossington  
 Seconded by Councillor Bill Altenhof

**THAT** By-law No. 2017-25 being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach (Removal of Holding Zone Symbol "H", affecting the 0.3 hectare parcel of land situated on the north-east corner of the Tecumseh Road/Brighton Road intersection – 14306 Tecumseh Road);

**AND THAT** By-law No. 2017-26 being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Hasan Bahcheli & Emine Bahcheli;

**AND THAT** By-law No. 2017-27 a by-law to authorize the use of internet and telephone voting for the 2018 Municipal and School Board Elections.

Be given third and final reading.

Carried

(RCM 7-12)

### **UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 7-13)

### **NEW BUSINESS**

#### Town Hall Parking

The Members are advised the access to the Town Hall from McNorton Street will be closed, effective April 26, 2017.

#### Pentilly Parking – East Side

Resident concerns have been expressed for parking on the east side of Pentilly Road and the impact on the pedestrian sidewalk as well as the potential hazards.

Administration is asked to investigate parking restrictions on the east side of Pentilly Road and to report their findings at a May regular meeting of Council.

#### Hayes Avenue

The residents in the north-south span of Hayes Avenue in the new development area have submitted a petition respecting the sidewalks on both sides of the street and the impact it will have on their driveway parking. The setback of the sidewalks from the curb will restrict the number of vehicles that may be parked on driveways. Potentially, if setbacks were minimized it would allow for greater parking on driveways.

Discussion is held on the experiences of other communities where pedestrians have been killed or injured where sidewalks were not provided on both sides of the street and the liability imposed on those communities. The potential liability and exposure to risk for the Town should the provisions of Development Agreements not be strictly followed, are also discussed.

While safety is advocated, some consistency is suggested for the setbacks of the sidewalks in the subject area.

The Director Planning & Building Services reminds the Members of the movement to encourage healthy living through the physical community, while designing neighbourhoods that are distinct and safe. Agreements are registered on title to ensure property owners are aware of the expectations for the neighbourhood. It is also noted that setbacks of sidewalks from the curb provide greater safety and allow for the planting of trees, creating shade and curb appeal.

Direction is given for an onsite meeting with the affected residents and Administration to hear the residents' concerns and to educate them on the development design for sidewalks and reason for the design.

Councillor Altenhof is asked to forward the resident petition to the Director Corporate Services & Clerk.

#### Speeding Concerns

The OPP are asked to monitor speeding in the areas of Lesperance Road, from EC Row to Tecumseh Road, Barry Avenue and Tecumseh Road between Bonduelle and Manning Road.

#### Optimist Club

Students from St. Mary Catholic Elementary School were the recipients of Youth Awards at the Essex Optimist Club's 8<sup>th</sup> Annual Youth Appreciation Dinner. The event serves as an opportunity to honour outstanding local youth for the accomplishments and contributions they have made to the community. While St. Mary Catholic Elementary School is located in Tecumseh, the school is within the Essex Optimist Club boundaries.

A suggestion is made for St. Clair Beach Optimist Club to consider hosting an annual Youth Appreciation Night, similar to Essex Optimist Club and further to explore the potential for a partnership with Windsor-Essex Compassion Care Community to involve the local youth.

#### Earth Day

Appreciation is expressed to Administration, Council Members, the Youth Advisory Committee and members of the community that attended the Earth Day event on Saturday, April 22, 2017, to plant approximately 100 trees and partake in Earth Day activities.

(RCM 7-14)

#### **MOTIONS**

Motion: (RCM-144/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Andrew Dowie

**THAT** By-law 2017-28 being a by-law to confirm the proceedings of the April 25, 2017, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

Carried

(RCM 7-15)

#### **NOTICES OF MOTIONS**

There are no Notices of Motion.

(RCM 7-16)

#### **NEXT MEETING**

A Special Meeting of Council will be held at 5:00 pm on Tuesday, May 9, 2017 regarding Ward Boundary Review.

A Public Meeting of Council will be held at 6:00 pm on Tuesday, May 9, 2017 regarding the Lakeview Montessori OPA/ZBA.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, May 9, 2017.

(RCM 7-17)

**ADJOURNMENT**

Motion: (RCM-145/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**THAT** there being no further business the April 25, 2017 regular meeting of Council now adjourn at 8:57 pm.

Carried

\_\_\_\_\_  
Gary McNamara, Mayor

\_\_\_\_\_  
Laura Moy, Clerk

**The Premier of Ontario**

Legislative Building, Queen's Park  
Toronto, Ontario M7A 1A1



**La première ministre de l'Ontario**

Édifice de l'Assemblée législative, Queen's Park  
Toronto (Ontario) M7A 1A1

April 19, 2017

RECEIVED APR 24 2017

His Worship Gary McNamara  
Mayor  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9

*Your worship*  
Dear Mayor McNamara:

Thank you for your letter regarding environmental protection initiatives for the Great Lakes. I appreciate your sharing your concerns about proposed cuts to the Great Lakes Restoration Initiative.

Like you, our government understands that the Great Lakes are a vitally important resource — one that we are committed to protecting. We know that the decisions we make today will impact the health of the environment and Great Lakes for future generations.

I have asked my colleague the Honourable Kathryn McGarry, Minister of Natural Resources and Forestry, to further review your comments and respond. I have also shared a copy of your remarks with my colleague the Honourable Glen Murray, Minister of the Environment and Climate Change, for his information.

Thank you again for writing to me. Please accept my best wishes.

Sincerely,

A blue ink signature of Kathleen Wynne.

Kathleen Wynne  
Premier

c: The Honourable Kathryn McGarry  
The Honourable Glen Murray

APR 24 2017

CORPORATION OF THE TOWN OF AMHERSTBURG  
NOTICE OF PUBLIC MEETING  
PROPOSED HOUSEKEEPING ZONING BY-LAW AMENDMENT

Town of Tecumseh

**TAKE NOTICE** that the Council of the Corporation of the Town of Amherstburg will hold a public meeting on **Monday, May 8, 2017, commencing at 5:30 p.m.** in the Town of Amherstburg Council Chambers, 271 Sandwich Street South, Amherstburg, Ontario, to consider a proposed amendment to the Town of Amherstburg Zoning By-law 1999-52 under Section 34 of the Planning Act, RSO 1990 cP.13.

**THE PROPOSED AMENDMENT TO THE ZONING BY-LAW No. 1999-52** would clarify certain provisions of the Zoning By-law and correct minor technical errors that have been identified. The matters to be addressed in the By-law include:

- Amending Section 3, the Accessory Uses General Provisions, by adding a maximum of 100 sq m (1076 sq ft) for accessory buildings and structures in any Residential Zone other than the Residential Type 1A (R1A) Zone where accessory buildings will be permitted on a lot not to exceed 10 percent of the lot area. The remaining provisions in Section 3(1)(b) will apply;
- Amending the Parking Regulations in Section 3, General Provisions to regulate the number of driveways permitted for single detached dwellings;
- Amending the Parking Regulations in Section 3, General Provisions for a miniature golf course use, reducing the number of required parking spaces from 1.5 per tee to 1 space per tee.

The proposed amendment is general in nature and applies to various properties throughout the Town of Amherstburg, therefore no key map has been provided in this notice. The proposed by-law is located on the Town's website on the Planning Department, Planning Notices page at <https://www.amherstburg.ca/en/town-hall/Planning-Notices.aspx>.

The proposed Amendments to the Zoning By-law are in conformity with the policies of the Official Plan.

**ANY PERSON** may attend the public meeting and/or make written or verbal representation in support of or in opposition to the proposed Zoning By-law Amendment.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Town of Amherstburg before the by-law is passed, the person or public body is not entitled to appeal the decision of the Town of Amherstburg to the Ontario Municipal Board.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting, or make written submissions to the Town of Amherstburg before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there is reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to the proposed Zoning By-law Amendment (File # ZBA/4/17), including a copy of the draft Zoning By-law, is available for inspection at the Town of Amherstburg Planning Office at the Libro Centre, 3295 Meloche Road, during normal office hours, 8:30 a.m. to 4:30 p.m. or at the Town website [www.amherstburg.ca](http://www.amherstburg.ca). If you wish to be notified of the passage of the proposed by-law you must make a written request to the Town at the address below.

**DATED** at the Town of Amherstburg this 12<sup>th</sup> day of April, 2017.

Rebecca Belanger, MCIP, RPP  
Manager of Planning Services  
Town of Amherstburg  
Libro Centre, 3295 Meloche Road  
Amherstburg, Ontario N9V 2Y8  
Telephone: (519) 736-5408  
Fax No. (519) 736-9859  
Website: [www.amherstburg.ca](http://www.amherstburg.ca)

APR 24 2017

CORPORATION OF THE TOWN OF AMHERSTBURG  
**NOTICE OF PUBLIC MEETING**  
**PROPOSED HOUSEKEEPING ZONING BY-LAW AMENDMENT**

Town of Tecumseh

**TAKE NOTICE** that the Council of the Corporation of the Town of Amherstburg will hold a public meeting on **Monday, May 8, 2017, commencing at 5:30 p.m.** in the Town of Amherstburg **Council Chambers, 271 Sandwich Street South, Amherstburg, Ontario**, to consider a proposed amendment to the Town of Amherstburg Zoning By-law 1999-52 under Section 34 of the Planning Act, RSO 1990 cP.13.

**THE PROPOSED AMENDMENT TO THE ZONING BY-LAW No. 1999-52** would introduce regulations pertaining to the use of shipping containers as accessory storage units. The following changes are proposed:

- A definition of a "*shipping container*" is proposed to be added to clearly define this type of structure;
- The addition of zoning provisions which will prohibit the permanent placement of shipping containers as storage units in all areas of the Town **other than Industrial Zones and Agricultural Zones**. For those areas not zoned Industrial or Agricultural, the temporary use of shipping containers for moving purposes or on construction sites will be permitted subject to regulations such as limiting the duration of the temporary placement of a shipping container, specifying setback distance from lot lines to maintain proper spatial separation and safe sight lines, and restricting the number of containers per property and the maximum size of a container; and
- For Agricultural and Industrial Zones, the use of shipping containers for storage would be allowed subject to the following provisions:
  - (i) shall only be permitted as accessory structures;
  - (ii) shall not be used for human habitation, office use, display, advertising, screening or fencing;
  - (iii) shall only be located in the side yard or rear yard provided it:
    - a) is screened from view if the side yard or rear yard abuts a street or properties zoned other than industrial or agricultural;
    - b) complies with the lot coverage and accessory buildings and setback requirements of the zone;
    - c) is not located in any required parking areas or landscaped areas/buffer;
  - (iv) shall be included in the calculation of lot coverage;
  - (v) shall not exceed a height of 3.0 metres and a length of 12.0 metres and shall not be stacked one on top of the other; and
  - (vi) the maximum number of shipping containers for accessory storage purposes on any property shall be limited to two unless the shipping containers are used in transportation of goods and materials in which case no maximum shall apply.

The proposed amendment is general in nature and applies to various properties throughout the Town of Amherstburg, therefore no key map has been provided in this notice. The proposed by-law is located on the Town's website on the Planning Department, Planning Notices page at <https://www.amherstburg.ca/en/town-hall/Planning-Notices.aspx>.

The proposed Amendment to the Zoning By-law is in conformity with the policies of the Official Plan.

**ANY PERSON** may attend the public meeting and/or make written or verbal representation in support of or in opposition to the proposed Zoning By-law Amendment.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Town of Amherstburg before the by-law is passed, the person or public body is not entitled to appeal the decision of the Town of Amherstburg to the Ontario Municipal Board.

**IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting, or make written submissions to the Town of Amherstburg before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there is reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to the proposed Zoning By-law Amendment (File # ZBA/6/17), including a copy of the draft Zoning By-law, is available for inspection at the Town of Amherstburg Planning Office at the Libro Centre, 3295 Meloche Road, during normal office hours, 8:30 a.m. to 4:30 p.m. or at the Town website [www.amherstburg.ca](http://www.amherstburg.ca). If you wish to be notified of the passage of the proposed by-law you must make a written request to the Town at the address below.

**DATED** at the Town of Amherstburg this 12<sup>th</sup> day of April, 2017.

Rebecca Belanger, MCIP, RPP  
 Manager of Planning Services  
 Town of Amherstburg  
 Website: [www.amherstburg.ca](http://www.amherstburg.ca)

Libro Centre, 3295 Meloche Road  
 Amherstburg, Ontario N9V 2Y8  
 Telephone: (519) 736-5408  
 Fax No. (519) 736-9859

MAY 03 2017

**NOTICE OF ADOPTION OF AMENDMENT NO. 4  
TO THE OFFICIAL PLAN BY THE TOWN OF AMHERSTBURG**

Town of Tecumseh

**TAKE NOTICE** that the Council of the Town of Amherstburg passed By-law No. 2017-08 on the 10<sup>th</sup> day of April, 2017 to adopt Amendment No. 4 to Amherstburg's Official Plan in accordance with Section 17 and 21 of the Planning Act, RSO 1990, cP. 13.

**THE PURPOSE** of Official Plan Amendment No. 4 is to language into the winery section of the Agricultural Policies permitting breweries, cideries and associated uses secondary to an agricultural operation on lands designated "Agricultural" amending Policy 3.2.2(8) of the Town of Amherstburg Official Plan.

A Zoning By-law Amendment will be processed by the Town in the future to implement the Official Plan Amendment through the Agricultural Regulations, Section 26(3)(o), Zoning By-law, 1999-52, as amended, Application Number ZBA-8-17. The Town's Site Plan By-law will also be amended to include breweries and cideries that would be subject to site plan control.

The Official Plan Amendment requires the approval of the County of Essex as the approval authority and it comes into effect upon the approval at the end of the public review and appeal period and approval by the of the Official Plan Amendment by the Manager of Planning Services for the County of Essex.

Additional information relating to this matter including a copy of the Official Plan Amendment and any related background material is available for review at the Amherstburg Planning Office at the Libro Centre, 3295 Meloche Road during normal office hours, 8:30 a.m. to 4:30 p.m. and on the Town's website [www.amherstburg.ca](http://www.amherstburg.ca).

Any person or public body is entitled to receive notice of the decision of the approval authority, that being the County of Essex, if a written request to be notified of the decision is made to the approval authority.

And take notice that only individuals, corporations and public bodies will be entitled to receive notice of the decision of the approval authority, being the County of Essex, pertaining to the Official Plan Amendment, if a written request to be notified of the decision is made to the approval authority. If you wish to be notified of the decision, you must make a written request to the Corporation of the County of Essex, attention Mr. William King, Manager of Planning Services, 360 Fairview Avenue West, ON, N8M 1Y6, telephone (519) 776-6441.

Dated at the Town of Amherstburg this 20<sup>th</sup> day of April, 2017.

Rebecca Belanger, MCIP RPP  
Manager of Planning Services  
Town of Amherstburg  
Libro Centre  
3295 Meloche Road  
Amherstburg, ON N9V 2Y8  
Telephone: (519) 736-5408  
Fax No.: (519) 736-9859

Our File: 16-4880

April 28, 2017

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

Attention: Ms. Laura Moy,  
Director of Staff Services & Clerk

**Town of Tecumseh  
Tecumseh Storm Drainage Master Plan  
Notice of Commencement**

Dear Ms. Moy:

As outlined in the enclosed notice, the Town of Tecumseh has retained Dillon Consulting Limited to complete a Storm Drainage Master Plan for the northerly portion of the Town, as described in the attached Notice of Study Commencement.

Consultation with stakeholders, including the public and agencies, will be an important component of this study. An initial Public Information Centre (PIC) will be held later in 2017 to present the preliminary findings and a range of potential solutions for public and agency input. A second PIC is expected to be held in early 2018 to present more detailed alternative design solutions. Further notifications will be issued to confirm the dates for these PIC meetings.

Please contact the undersigned to provide your comments or to address any further questions you have at this time.

Yours sincerely,

**DILLON CONSULTING LIMITED**



Flavio R. Forest, P.Eng.,  
Project Manager

FRF:d

Encls: Notice of Commencement

cc: Mr. Phil Bartnik, P.Eng., PMP, Town of Tecumseh



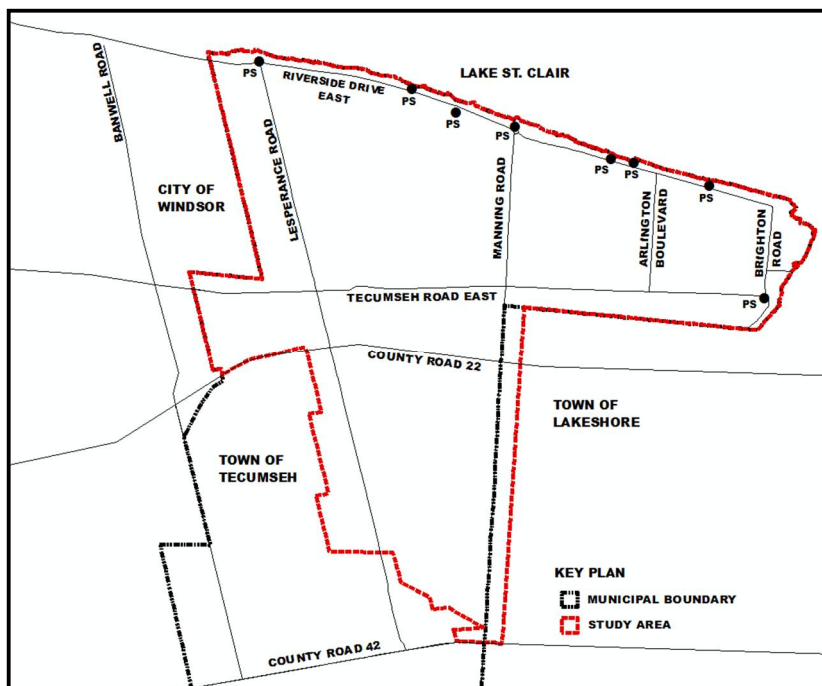
3200 Deziel Drive  
Suite 608  
Windsor, Ontario  
Canada  
N8W 5K8  
Telephone  
519.948.5000  
Fax  
519.948.5054

Dillon Consulting  
Limited

The Town of Tecumseh is initiating the preparation of a Storm Drainage Master Plan that would provide a long-range strategy for the implementation of storm drainage solutions to address surface flooding caused by significant rainfall events. The study area is largely developed and is currently served by eight (8) separate storm pump stations, as shown in the following key plan. The master plan will form another key component of the Town's broader program of sustainable infrastructure solutions that contribute to reducing the risks and impacts of flooding.

The study will include an assessment of the existing storm drainage system, which consists of storm sewers, open drains, pump stations and the overland drainage network, in order to identify opportunities for improvements. A range of alternative solutions will be developed and presented for public and agency input, based on which the preferred long-term, sustainable infrastructure strategy for this study area will be confirmed.

This study is being completed in accordance with Approach #2 of the Master Planning Process, as defined by the Municipal Class Environmental Assessment (Class EA) (2000, as amended in 2015). This approach involves the preparation of a Master Plan document at the conclusion of Phases 1 and 2 of the Class EA process that would be of sufficient detail to fulfill the requirements for Schedule B projects. This will include defining the problems and opportunities, considering and evaluating alternative solutions, and identifying the preferred storm drainage solutions within the study area.



Consultation with stakeholders, including the public, is an important component of this study. An initial Public Information Centre (PIC) will be held in late 2017 to gather feedback from the public and agencies on existing conditions, and present the preliminary findings and a range of potential solutions for public and agency input. A second PIC is expected to be held in spring of 2018 to present more detailed analysis and recommendations for public and agency input prior to finalizing the recommendations of the Master Plan for the study area. Further notifications will be issued to confirm the dates for these PIC meetings.

In addition, a website dedicated to this study has been established on the Town's website ([www.tecumseh.ca/townhall/departamental-services/Engineering\\_Services/studies/storm\\_drainage\\_master\\_plan](http://www.tecumseh.ca/townhall/departamental-services/Engineering_Services/studies/storm_drainage_master_plan)). This website will provide updated information and resources related to this study, as well as serving as a means of providing input to the study team.

If you require additional information related to this study or wish to be added to the mailing list, please contact:

Phil Bartnik, P.Eng., PMP  
Manager, Engineering Services  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario, N8N 1W9  
Ph: (519) 735-2184 ext. 148  
Fax: (519) 735-6712  
Email: [pbartnik@tecumseh.ca](mailto:pbartnik@tecumseh.ca)

Flavio Forest, P.Eng.  
Project Manager  
Dillon Consulting Limited  
3200 Deziel Drive, Suite 608  
Windsor, Ontario, N8W 5K8  
Ph: (519) 948-4243 ext. 3233  
Fax: (519) 948-5054  
Email: [TecumsehDrainageMP@dillon.ca](mailto:TecumsehDrainageMP@dillon.ca)



**NOTICE OF OPEN HOUSE AND COMPLETE APPLICATION**  
**FILE: Zoning By-law (Temporary Use) Amendment ZBA-5-2017**  
**UNDER THE PLANNING ACT**

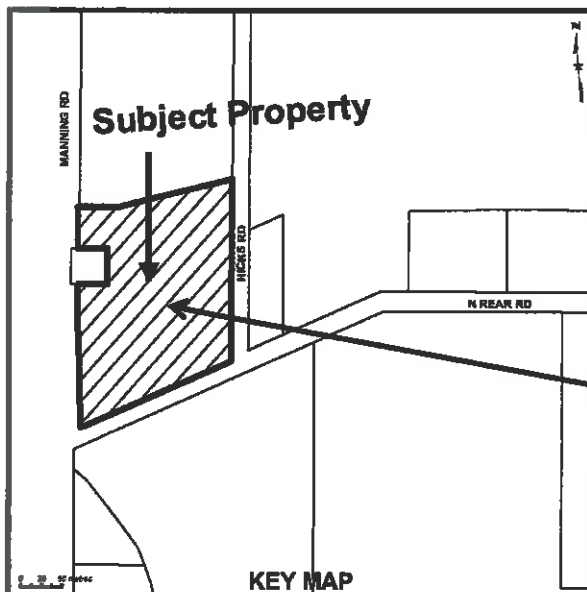
The Town of Lakeshore has received a zoning by-law (temporary use) amendment application by Jamaal Shaban (File No: ZBA-5-2017) for the lands at 20 N. Rear Road identified below in the key map, which has the effect of the following:

The subject lands are designated "Agricultural" in the Town of Lakeshore Official Plan and zoned "A, Agriculture" in the Town of Lakeshore Zoning By-law. The applicant has applied for a "temporary use" zoning by-law amendment (maximum of (3) three years) to permit the use of a "film studio" within the subject land.



The municipality will be processing the application in accordance with the Planning Act and has scheduled an **Open House** to obtain feedback from area landowners and receive comments from municipal departments and public agencies. Town Council may not make a decision for approval of an application until a Public Meeting has been held in accordance with the Planning Act. **Notice of a Public Meeting to receive comments on the application will be provided in the future in accordance with the Planning Act and the Town's Official Plan.**

Following is a brief description of the application:



**Location:**

The subject property(s) are located at 20 N. Rear Road, which is located at the north-east corner of County Road 19 (Manning Road) and N. Rear Road in the Town of Lakeshore (former Community of Maidstone).

**An OPEN HOUSE will be held on:**

**Date:** Monday, May 15, 2017  
**Time:** 5:00 pm to 6:30 pm

**Location:** **ONSITE**  
**At**  
**20 N. Rear Road**

RECEIVED

APR 26 2017

Town of Tecumseh

Access to the "Comprehensive Zoning By-law" can be viewed on the municipality's website at [www.lakeshore.ca](http://www.lakeshore.ca). Click business resources / planning link and select "Comprehensive Zoning By-law".

ANY PERSON may attend the **Open House** to discuss their comments and concerns with the applicant and municipal planning staff on **May 15, 2017, or by calling directly to 519-728-1975 ext. 286.**

ALL PERSONS RECEIVING NOTICE of this **Open House** will also receive a Notice of Public Meeting and a Notice of Passing of a By-law including appeal procedures. Any other person who wishes to receive a Notice of Public Meeting and a Notice of Passing in respect of the proposed zoning by-law amendment must make a written request to the **Municipal Clerk, Town of Lakeshore, 419 Notre Dame Street, Belle River ON, N0R 1A0.**

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the Town of Lakeshore before the by-law is passed, the person or public body is not entitled to appeal the decision of Council to the Ontario Municipal Board.

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the Town of Lakeshore before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

**ADDITIONAL INFORMATION** relating to this matter is available for review at the Municipal Office (Town of Lakeshore), Development Service Department, Planning Division, during regular office hours (8:30 a.m. to 4:30 p.m.).

If you would like to forward your views on this application, please do so in writing to Maureen Emery Lesperance, Planning Coordinator at 419 Notre Dame Street, Belle River Ontario N0R 1A0, or by email (please include your mailing address) at [mlesperance@lakeshore.ca](mailto:mlesperance@lakeshore.ca). Written submissions will become part of the public record.

**DATED AT THE TOWN OF LAKESHORE THIS 24<sup>th</sup> DAY OF APRIL 2017.**

Information or questions may be directed to:

**Maureen Emery Lesperance, CPT**  
**Planning Coordinator**  
**Town of Lakeshore**  
**419 Notre Dame Street**  
**Belle River ON, N0R 1A0**  
**PHONE: 519-728-1975 x 286**  
**FAX: 519-728-4577**  
**EMAIL: [mlesperance@lakeshore.ca](mailto:mlesperance@lakeshore.ca)**



# The Corporation of The Town of Amherstburg

April 28, 2017

VIA EMAIL

The Honourable Kathleen O. Wynne  
Premier of Ontario  
Queen's Park, Rm. 281  
Main Legislative Building  
Toronto, ON M7A 1A1

Dear Premier Wynne,

Please be advised that at its meeting held on January 23<sup>rd</sup>, 2017, Amherstburg Town Council passed the following motion:

**Resolution # 20170123-554** - That Council **SUPPORT** the Town of Richmond Hill's resolution regarding Postal Banking.

Regards,

Tammy Fowkes  
Deputy Clerk

cc: Taras Natyshak – MPP, Essex  
Tracey Ramsey - MP, Essex  
Association of Municipalities of Ontario (AMO)  
Ontario Municipalities

Attached: Town of Richmond Hill resolution re: Support Postal Banking



December 9, 2016

Sent via email

To: Ontario Municipalities

**Re: Richmond Hill Resolution - A Bank for Everyone – Support Postal Banking**

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Richmond Hill Town Council, at its meeting held on November 28, 2016, adopted the following resolution:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;
- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
  - 1. Leona Alleslev, Member of Parliament, Richmond Hill, Ontario 12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
  - 2. Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
  - 3. Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
  - 4. Other local governments in Canada for whom contact information is readily available;

.../2

December 9, 2016  
Page 2

5. The Federation of Canadian Municipalities;
6. Judy Foote, Minister of Public Services and Procurement, Rm 18A1,  
11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
7. Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank  
Street, Ottawa, Ontario, K2P 1Y3.

In accordance with Council's directive, please find attached a copy of the Council endorsed member motion.

If you have any questions, please contact the Office of the Clerk, at 905-771-8800.

Yours sincerely,



Stephen M.A. Huycke  
Director of Council Support Services/Town Clerk

Attachment

cc: Leona Alleslev, Member of Parliament - Richmond Hill  
Majid Jowhari, Member of Parliament- Richmond Hill  
Clark Somerville, President, Federation of Canadian Municipalities  
Judy Foote, Minister of Public Services and Procurement  
Mike Palecek, President, Canadian Union of Postal Workers



# MEMBER MOTION

## Section 5.4.4(b) of Procedure By-law

**Meeting:** Committee of the Whole ☐ Council **X**  
**Meeting Date:** November 28, 2016  
**Subject/Title:** A bank for everyone – Support postal banking  
**Submitted by:** Councillor Muench

Whereas the Federal Government's Canada Post Review will conclude, in the spring of 2017, with the government announcing decisions on the future of Canada Post, including whether or not to create a new service and revenue stream through postal banking;

Whereas there is an urgent need for this service because thousands of rural towns and villages do not have a bank;

Whereas nearly two million Canadians desperately need alternatives to high interest charging payday lenders including our residents in Richmond Hill;

Whereas postal banking helps keep post offices viable and financial services accessible in many parts of the world;

Whereas postal banking has the support of over 600 municipalities and close to two-thirds of Canadians (Stratcom poll, 2013);

Whereas residents and businesses of Richmond Hill rely on mail service and see postal banking as an opportunity to improve the financial position of Canada Post while allowing the organization to continue its important service to Canadians including Richmond Hill without subsidy;

Whereas small business in Richmond Hill and throughout Canada require more and different forms of banking services to assist in venture capital growth as well as other financial needs currently not being serviced;

Whereas the Federal Government has prioritized, communicated, promoted, encouraged and challenged Canadians to be innovative, postal banking will allow customers of Canada Post to have access to banking services that will enhance productivity and quality of life for all stakeholders;

Therefore Be It Resolved:

- a) That the Town of Richmond Hill encourages the Federal Government to review the Banking Act to allow postal banking at Canada Post;

.../2

- b) That the Town of Richmond Hill encourages the Federal Government to amend the Canada Post Act of 1981 to allow postal banking at Canada Post;
- c) That the Town of Richmond Hill encourages the Federal Government to instruct Canada Post to add postal banking as a service, with a mandate for financial inclusion either as a stand-alone bank or in cooperation with other financial organizations which may include the Business Development Bank of Canada (BDC);
- d) That the Town of Richmond Hill call on the federal government to instruct Canada Post to add postal banking, with a mandate for financial inclusion;
- e) That Council direct staff to forward this resolution to other local governments in Canada for whom contact information is readily available, requesting favourable consideration of this resolution to the Federation of Canadian Municipalities;
- f) And further, that Council direct staff to forward this resolution to:
  - i) Leona Alleslev, Member of Parliament, Richmond Hill, Ontario  
12820 Yonge Street, Suite 202, Richmond Hill, Ontario L4E 4H1, Canada;
  - ii) Majid Jowhari, Member of Parliament (Richmond Hill) 9140 Leslie Street, Unit 407 Richmond Hill, Ontario L4B 0A9, Canada;
  - iii) Clark Somerville, President, Federation of Canadian Municipalities, 24 Clarence St, Ottawa, Ontario K1N 5P3;
  - iv) Other local governments in Canada for whom contact information is readily available;
  - v) The Federation of Canadian Municipalities;
  - vi) Judy Foote, Minister of Public Services and Procurement, Rm 18A1, 11 Laurier Street Phase III, Place du Portage, Gatineau, QC, K1A 0S5;
  - vii) Mike Palecek, President, Canadian Union of Postal Workers, 377 Bank Street, Ottawa, Ontario, K2P 1Y3.

Moved by: Councillor Muench

Seconded by:

**Ministry of Citizenship  
and Immigration**

Minister  
6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 325-6200  
Fax: (416) 325-6195

**Ministère des Affaires civiles et  
de l'Immigration**

Ministre  
6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 325-6200  
Téléc.: (416) 325-6195



April 2017

Dear Friends,

It is my pleasure to invite you to submit a nomination for the **Lincoln M. Alexander Award**.

Established in 1993, the Lincoln M. Alexander Award recognizes up to three young Ontarians who have demonstrated exemplary leadership in contributing to the elimination of racial discrimination in Ontario. Recipients will be celebrated at a special ceremony, and receive a cash prize of \$5,000 and a framed certificate.

**To submit a nomination for this award:**

1. Visit [ontario.ca/honoursandawards](http://ontario.ca/honoursandawards).
2. Select the category based on award type.
3. Click on **Lincoln M. Alexander Award**.
4. Download the PDF form.
5. Read the eligibility criteria and instructions carefully.
6. Fill out the form and submit it **no later than May 31, 2017**. Instructions for submitting your nomination package can be found on the website.

If you have questions, please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca).

I hope you will take this opportunity to acknowledge a young person from your school or community who has made an important contribution to eliminating racial discrimination in Ontario.

Thank you for your attention to this important recognition program.

Sincerely,

A handwritten signature in black ink, reading "Laura Albanese".

Laura Albanese  
Minister

Ministry of Citizenship  
and Immigration

Minister  
6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 325-6200  
Fax: (416) 325-6195

Ministère des Affaires civiques et  
de l'Immigration

Ministre  
6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 325-6200  
Téléc.: (416) 325-6195



Avril 2017

Madame, Monsieur,

J'ai le plaisir de vous inviter à présenter une candidature au **Prix Lincoln M. Alexander**.

Établi en 1993, ce programme rend hommage à trois jeunes Ontariennes ou Ontariens qui ont fait preuve de leadership exemplaire dans leurs efforts visant l'éradication de la discrimination raciale en Ontario. Les récipiendaires seront célébrés lors d'une cérémonie spéciale et recevront un prix de 5 000 \$ ainsi qu'un certificat encadré.

**Pour présenter une candidature pour ce prix :**

1. Visitez la page [ontario.ca/distinctionsetprix](http://ontario.ca/distinctionsetprix).
2. Sélectionnez la catégorie selon le type de prix.
3. Cliquez sur **Prix Lincoln M. Alexander**.
4. Téléchargez le formulaire PDF.
5. Lisez attentivement les critères d'admissibilité et les instructions.
6. Remplissez le formulaire et **présentez-le au plus tard le 31 mai 2017**.  
Les instructions pour la présentation de la candidature se trouvent sur le site Web.

Si vous avez des questions, veuillez appeler au 416 314 7526, sans frais au 1 877 832 8622 ou ATS 416 327 2391, ou écrire à l'adresse [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca).

J'espère que vous profiterez de cette occasion pour reconnaître une ou un jeune de votre école ou de votre collectivité qui a fait une contribution importante à l'éradication de la discrimination raciale en Ontario.

Merci de l'attention que vous portez à cet important programme de reconnaissance.

Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in black ink, which appears to read "Laura Albanese".

Laura Albanese

MAY 02 2017

Town of Tecumseh

April 26, 2017

Town of TECUMSEH  
917 LESPERANCE RD.  
Tecumseh (ON)  
N8N 1W9

**Subject: Canadian Pacific 2017 Vegetation Control Program**

Dear Madam:

Dear Sir:

Please be advised that Canadian Pacific Railway (CP) will be carrying out its 2017 annual vegetation control program within your city limits. This program will be confined to CP's right-of-way, part of this program will consist of grass and weed control using herbicides on the ballast (gravelled section) and the second part (if needed) will take care of the brush on selected rail lines. The rail ballast portion of the program will take place within your municipality between May 8<sup>th</sup> and August 31<sup>st</sup>, as for the brush control, if needed, will be between May 8<sup>th</sup> and August 31<sup>st</sup>. Some manual brush control involving stump treatment may occur from May 8<sup>th</sup> until December 15.

This program is necessary in order to eliminate brush and weeds which constitute a hazard to the public and to CP's employees as well. If left uncontrolled, vegetation contributes to trackside fires, impairs visibility of train signals, impairs sight lines at railway crossings, impairs proper inspection of track infrastructure, etc. This is all in accordance with Ontario *Regulation 63/09*, which grants public works the right to use herbicides when it comes to the safety of their infrastructure. All applications will be carried out by qualified operators in conformity with current federal and provincial regulations. This program will also be subject to all habitation and aquatic setbacks listed on the products' label. All herbicides are registered under the PMRA and they are all biodegradable.

We invite you to visit CP's web site at [www.cpr.ca](http://www.cpr.ca), where a detailed schedule of our herbicides operations is posted. Move your cursor over "Community" (just above the main banner), a menu will open and then select the item "Living Near the Railway". Once on that page, click on "Ontario Spray Schedules" item listed on the far left of the screen and then click on "Ontario Spray Schedules", to see the actual schedule (it will open a pdf document). You can also use the following address with your browser: <http://www.cpr.ca/en/community/living-near-the-railway/ontario-spray-schedules>.

.../2

We also have a 24/7, toll-free service called Community Connect dedicated in providing answers to any question related to CP's railway operations and can be reached at 1-800-766-7912. You can also send them an online form or an email. You can find all this information by simply scrolling down while on "Ontario Spray Schedules" webpage.

We invite you to communicate this information to your citizens as well. We would like also to take this opportunity to remind you that, as per Transport Canada "*Railway Safety Act*", it is illegal to be on any railway property without lawful authorization.

Yours truly,

A handwritten signature in black ink, appearing to read 'Geoff Gordon', with a long horizontal flourish extending to the right.

Geoff Gordon  
Vegetation Management Specialist  
Canadian Pacific

c.c.: Ministry of the Environment and Climate Change of Ontario

**MINUTES OF A MEETING OF  
THE JOINT HEALTH & SAFETY ADVISORY COMMITTEE  
FOR THE TOWN OF TECUMSEH**

A meeting of the Joint Health & Safety Advisory Committee (JHSAC) for the Town of Tecumseh was held on Thursday, January 31, 2017 in the Tecumseh Meeting Room at Town Hall, 917 Lesperance Rd, Tecumseh at the hour of 1:00 p.m.

(JHSAC 1-1)

**ORDER**

The Chair calls the meeting to order at 2:03 p.m.

(JHSAC 1-2)

**ROLL CALL**

Members Present: Sam Paglia, Town Hall  
Shawn LaPorte, Public Works & Environmental Services  
Ray Hammond, Manager Town Facilities  
Denis Laforet, Park and Recreation Services  
Bob Hamilton, Fire Prevention Officer (Liaison)  
Casey Colthurst, Manager Parks & Horticulture

Also Present: Melissa Doetzel, Human Resources Officer

Absent: Denis Berthiaume, Manager Water & Wastewater  
Laura Moy, Director Corporate Services & Clerk

(JHSAC 1-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None.

(JHSAC 1-4)

**DELEGATIONS**

None.

(JHSAC 1-5)

**COMMUNICATIONS**

**Minutes**

1. JHSAC Meeting held September 22, 2016.

Motion: (JHSAC-01/16) Moved by Casey Colthurst  
Seconded by Ray Hammond

**THAT** the Minutes of the JHSAC meeting held on September 22, 2016 be approved.

**Communication for Information**

1. Workplace Violence and Harassment Policy

Motion: (JHSAC-02/16) Moved by Sam Paglia  
Seconded by Denis Laforet

**THAT** the Communication for Information on the January 31, 2017 Agenda be received.

Carried

**Inspections**

1. Arena, 12021 McNorton – September 28, 2016
2. Arena, 12021 McNorton – October 27, 2016
3. Arena, 12021 McNorton – November 15, 2016
4. Arena, 12021 McNorton – December 15, 2016
5. Community Centre, 13731 St Gregory – September 22, 2016
6. Community Centre, 13731 St Gregory – October 27, 2016
7. Community Centre, 13731 St Gregory – November 15, 2016
8. Community Centre, 13731 St Gregory – December 15, 2016
9. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – September 6, 2016
10. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – October 3, 2016

11. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – November 1, 2016
12. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – December 13, 2016
13. Fire & Rescue Services, Station No 2, 5520 Walker Rd – September 14, 2016
14. Fire & Rescue Services, Station No 2, 5520 Walker Rd – October 14, 2016
15. Fire & Rescue Services, Station No 2, 5520 Walker Rd – November 23, 2016
16. Parks, 300 Manning – September 15, 2016
17. Parks, 300 Manning – October 13, 2016
18. Parks, 300 Manning – November 16, 2016
19. Parks, 300 Manning – December 6, 2016
20. Public Works, 1189 Lacasse Blvd. – September 30, 2016
21. Public Works, 1189 Lacasse Blvd. – October 20, 2016
22. Public Works, 1189 Lacasse Blvd. – November 30, 2016
23. Public Works, 2495 McCord – September 30, 2016
24. Public Works, 2495 McCord – October 20, 2016
25. Public Works, 2495 McCord – November 30, 2016
26. Public Works, 2391 St. Alphonse – September 30, 2016
27. Public Works, 2391 St. Alphonse – October 20, 2016
28. Public Works, 2391 St. Alphonse – November 30, 2016
29. Town Hall, 917 Lesperance Road – September 30, 2016
30. Town Hall, 917 Lesperance Road – October 31, 2016
31. Town Hall, 917 Lesperance Road – November 30, 2016
32. Water Building, 1189 Lacasse – September 30, 2016
33. Water Building, 1189 Lacasse – October 20, 2016
34. Water Building, 1189 Lacasse – November 30, 2016

Motion: (JHSAC-03/16) Moved by Ray Hammond  
Seconded by Casey Colthurst

**THAT** Inspections 1 through 34 on the January 31, 2017, Agenda, be received.

Carried

#### Monthly Maintenance Packages

1. Systems 24/7 – Monthly Implementation Package – September 2016
2. Systems 24/7 – Monthly Implementation Package – October 2016
3. Systems 24/7 – Monthly Implementation Package – November 2016
4. Systems 24/7 – Monthly Implementation Package – December 2016

Motion: (JHSAC-04/16) Moved by Melissa Doetzel  
Seconded by Denis Laforet

**THAT** Monthly Maintenance Packages 1 through 4 on the January 31, 2017, Agenda, be received.

Carried

(JHSAC 1-6)

#### **REPORTS**

##### Accident/Incident Reports

- A. Accident Report, September 22, 2016, Tracking #2016-14
- B. Accident Report, October 18, 2016, Tracking #2016-15
- C. Accident Report, November 17, 2016, Tracking #2016-16
- D. Accident Report, November 4, 2016, Tracking #2016-17
- E. Accident Report, November 21, 2016, Tracking #2016-19

Motion: (JHSAC-05/16) Moved by Melissa Doetzel  
Seconded by Sam Paglia

**THAT** Reports A through E on the January 31, 2017 Agenda, be received.

Failed

(JHSAC 1-7)

#### **UNFINISHED BUSINESS**

Fire Safety Plans for all areas.  
Fire Extinguisher plans.

(JHSAC 1-8)

**NEW BUSINESS**

Emergency lighting batteries and the methods to prolonging battery life. Bob Hamilton to send out information.

Updating of the safety boards and having one person dedicated to maintaining the boards. Melissa Doetzel to review the information necessary on the boards and develop a way to streamline.

Create a spreadsheet to outline the Health and Inspection reports for each area. Melissa Doetzel to review this process and provide the information at the next meeting.

(JHSAC 1-9)

**NEXT MEETING**

The next meeting of the Joint Health & Safety Advisory Committee will be held on Tuesday, May 2, 2017, at 2:00 p.m.

(JHSAC 1-10)

**ADJOURNMENT**

Motion: (JHSAC- 06/16) Moved by Shaun Laporte  
Seconded by Bob Hamilton

**THAT** there being no further business, the January 31, 2017, meeting of the JHSAC be adjourned at 2:45 pm.

Carried

\_\_\_\_\_  
Laura Moy, Chair

\_\_\_\_\_  
Sam Paglia, Co-Chair

**MINUTES OF A MEETING OF  
THE JOINT HEALTH & SAFETY ADVISORY COMMITTEE  
FOR THE TOWN OF TECUMSEH**

A meeting of the Joint Health & Safety Advisory Committee (JHSAC) for the Town of Tecumseh was held on Tuesday, May 2, 2017 in the Tecumseh Meeting Room at Town Hall, 917 Lesperance Rd, Tecumseh at the hour of 2:00 p.m.

(JHSAC 2-1)

**ORDER**

The Chair calls the meeting to order at 2:15 p.m.

(JHSAC 2-2)

**ROLL CALL**

Members Present: Sam Paglia, Town Hall  
Shawn LaPorte, Public Works & Environmental Services  
Denis Laforet, Park and Recreation Services  
Casey Colthurst, Manager Parks & Horticulture  
Denis Berthiaume, Manager Water & Wastewater  
Laura Moy, Director Corporate Services & Clerk

Also Present: Melissa Doetzel, Human Resources Officer

Absent: Ray Hammond, Manager Town Facilities  
Bob Hamilton, Fire Prevention Officer (Liaison)

(JHSAC 2-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None.

(JHSAC 2-4)

**DELEGATIONS**

None.

(JHSAC 2-5)

**COMMUNICATIONS**

**Minutes**

1. JHSAC Meeting held January 31, 2017.

Motion: (JHSAC-07/17) Moved by Casey Colthurst  
Seconded by Denis Berthiaume

**THAT** the Minutes of the JHSAC meeting held on January 31, 2017 be approved.

Carried

**Communications for Information**

1. Workplace Violence and Harassment Policy
2. Emergency Safety Plan – Tecumseh Arena
3. Emergency Safety Plan – Town Hall
4. Workplace Inspection Form

Motion: (JHSAC-08/16) Moved by Denis Laforet  
Seconded by Casey Colthurst

**THAT** Communications for Information 1 - 4 on the May 2, 2017 Agenda, be received.

Carried

**Inspections**

1. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – January 3, 2017
2. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – February 28, 2017
3. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – March 7, 2017
4. Fire & Rescue Services, Station No 2, 5520 Walker Rd – January 4, 2017

5. Fire & Rescue Services, Station No 2, 5520 Walker Rd – February 7, 2017
6. Fire & Rescue Services, Station No 2, 5520 Walker Rd – March 7, 2017
7. Fire & Rescue Services, Station No 2, 5520 Walker Rd – April 3, 2017
8. Parks, 300 Manning – January 24, 2017
9. Parks, 300 Manning – February 14, 2017
10. Parks, 300 Manning – March 21, 2017
11. Parks, 300 Manning – April 22, 2017
12. Public Works, 1189 Lacasse Blvd. – January 19, 2017
13. Public Works, 1189 Lacasse Blvd. – February 10, 2017
14. Public Works, 1189 Lacasse Blvd. – March 28, 2017
15. Public Works, 2495 McCord – January 26, 2017
16. Public Works, 2495 McCord – February 13, 2017
17. Public Works, 2495 McCord – March 20, 2017
18. Public Works, 2391 St. Alphonse – January 19, 2017
19. Public Works, 2391 St. Alphonse – February 13, 2017
20. Public Works, 2391 St. Alphonse – March 20, 2017
21. Town Hall, 917 Lesperance Road – January 27, 2017
22. Town Hall, 917 Lesperance Road – February 28, 2017
23. Town Hall, 917 Lesperance Road – March 29, 2017
24. Water Building, 1189 Lacasse – January 9, 2017
25. Water Building, 1189 Lacasse – February 10, 2017
26. Water Building, 1189 Lacasse – March 20, 2017

Motion: (JHSAC-09/17) Moved by Shawn Laporte  
Seconded by Sam Paglia

**THAT** Inspections 1 through 26 on the May 2, 2017, Agenda, be received.

Carried

#### Monthly Maintenance Packages

1. Systems 24/7 – Monthly Implementation Package – January 2017
2. Systems 24/7 – Monthly Implementation Package – February 2017
3. Systems 24/7 – Monthly Implementation Package – March 2017
4. Systems 24/7 – Monthly Implementation Package – April 2017

Motion: (JHSAC-10/17) Moved by Denis Berthiaume  
Seconded by Denis Laforet

**THAT** Monthly Maintenance Packages 1 through 4 on the May 2, 2017, Agenda, be received.

Carried

(JHSAC 2-6)

#### **REPORTS**

##### Accident/Incident Reports

- A. Accident Report, September 22, 2016, Tracking #2016-14
- B. Accident Report, October 18, 2016, Tracking #2016-15
- C. Accident Report, November 17, 2016, Tracking #2016-16
- D. Accident Report, November 4, 2016, Tracking #2016-17
- E. Accident Report, November 21, 2016, Tracking #2016-19
- F. Accident Report, February 1, 2017, Tracking #2017-01
- G. Accident Report, March 29, 2017, Tracking #2017-03
- H. Accident Report, April 3, 2017, Tracking #2017-04
- I. 2016 Claims Summary
- J. 2017 Claims Summary

Motion: (JHSAC-11/17) Moved by Casey Colthurst  
Seconded by Shawn Laporte

**THAT** Reports A through J on the May 2, 2017 Agenda, be received.

Carried

(JHSAC 2-7)

**UNFINISHED BUSINESS**

**Emergency Safety Plan Review**

Public Works / Water and Parks need to be completed.

(JHSAC 2-8)

**NEW BUSINESS**

JHSC Certification 1 offered May 10 - 12, 2017; review if Nick Skorin would like to attend. Scott Willoughby will be in attendance.

Shaun Laporte would like to receive some training regarding Health & Safety Inspections and the OH&S Green Book.

(JHSAC 2-9)

**NEXT MEETING**

The next meeting of the Joint Health & Safety Advisory Committee will be held on Tuesday, August 8, 2017, at 2:00 p.m.

(JHSAC 2-10)

**ADJOURNMENT**

Motion: (JHSAC- 12/17) Moved by Sam Paglia  
Seconded by Melissa Doetzel

**THAT** there being no further business, the May 2, 2017, meeting of the JHSAC be adjourned at 2:50 pm.

Carried

\_\_\_\_\_  
Laura Moy, Chair

\_\_\_\_\_  
Sam Paglia, Co-Chair

**MINUTES OF A MEETING OF THE POLICE SERVICES BOARD  
FOR THE  
TOWN OF TECUMSEH**

The Police Services Board of the Town of Tecumseh convened in regular session on Thursday, April 13, 2017 at 4:30 p.m. at the Tecumseh Town Hall, 917 Lesperance Road, Tecumseh, Ontario.

(PSB 2-1)

**ORDER:**

Chair Christopher Hales called the meeting to order at 4:35 p.m.

(PSB 2-2)

**ROLL CALL:**

Present:	Chair	- Christopher Hales
	Vice Chair	- Fred Stibbard
	Member	- Mayor Gary McNamara (4:40 pm)
	Member	- Eleanor Groh

Also Present:	OPP	- Inspector Glenn Miller
	OPP	- Sgt. Michael Gruszka
	Recording Secretary	- Ellen Preuschat

Deputy Mayor Joe Bachetti was absent due to personal business.

(PSB 2-3)

**DISCLOSURE OF PECUNIARY INTEREST:**

There was no pecuniary interest declared by a member of the Board.

(PSB 2-4)

**APPROVAL OF THE SUPPLEMENTARY AGENDA:**

<u>Motion:</u>	(PSB 8/2017)	Moved by Vice Chair Fred Stibbard
		Seconded by Member Eleanor Groh

**THAT** the members of the Police Services Board for the Town of Tecumseh approve the Supplementary Agenda dated April 13, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 2-5)

**APPROVAL OF THE PREVIOUS MINUTES:**

<u>Motion:</u>	(PSB 9/2017)	Moved by Member Eleanor Groh
		Seconded by Vice Chair Fred Stibbard

**THAT** the members of the Police Services Board for the Town of Tecumseh approve the Regular Minutes dated Thursday, January 12, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 2-6)

**DELEGATIONS:**

1. PC Karen Sinnaeve, Community Safety Officer, Tecumseh OPP, Re: Distracted Driving Campaign

PC Karen Sinnaeve provided an overview of the *Distracted Driving Campaign* to date, including a slogan contest, production of radio advertisements, magnets for Town vehicles and buses, and the development of a full day presentation taking place at Tecumseh Vista Academy on April 26 and L'Essor Secondary School on April 27.

PC Sinnaeve introduced members of the Tecumseh Community Policing Committee present: Tony Corona, Maria McCann, Paul Morand, Doreen Ouellette, and Richard Zazour. The Committee has worked in close partnership with the OPP in the

development of this campaign, along with numerous other partners and sponsors.

Chair Hales commended PC Sinnaeve and the Committee on the success of the campaign and efforts to educate our youth on the dangers of distracted driving. Mayor McNamara thanked PC Sinnaeve for her leadership and for creating strong community partnerships in support of this worthwhile program.

(PSB 2-7)

**OPP MONTHLY REPORT:**

Staff Sgt. Sakalo provided highlights of the December 2016 to March 2017 OPP reports.

Mayor Gary McNamara reported on some recent mischief in Lakewood Park and suggested park patrols be increased as the warmer weather approaches. Mayor McNamara further reported on proposed changes to federal rules whereby boaters who cross international boundary lines will be required to carry a Nexus card and notify authorities in advance (as reported by CBC news). A copy of his recent letter to the federal Minister of Public Safety and Emergency Preparedness, the Hon. Ralph Goodale, will be forwarded to Inspector Miller.

Vice Chair Fred Stibbard noted that the traffic enforcement statistics appear low and inquired about the level of traffic enforcement activity. Inspector Miller explained that the provincial traffic management unit is often called into the area to deal with enforcement, and those statistics are provincial, rather than local. He added that this unit produces a high rate of charges. Vice Chair Stibbard responded that it would be ideal if the provincial statistics could be reflected in the local report and that, notwithstanding the provincial unit's activities, he is still of the mind that the enforcement activity statistics by local officers are on the low side.

Motion: (PSB 10/2017)

Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred Stibbard

**THAT** the OPP Report for the months of December 2016 to March 2017 be received.

Carried.

(PSB 2-8)

**REPORTS**

1. OAPSB, Re: Member Survey Results – Police Services Act Rewrite, January 31, 2017
2. Essex County OPP and Project B.E.S.T., Re: Sexual Violence and Youth Symposium – March 29, 2017, March 9, 2017

Vice Chair Stibbard provided an overview of this symposium, attended by four members of the board, which featured a variety of speakers on the topic of human trafficking, sexual violence and youth. He thanked Inspector Miller and the Essex County OPP for hosting a very informative event. Inspector Miller explained that this special initiative will be underway for at least one more year, including school visits and educating officers on how to better handle trafficking situations.

Motion: (PSB 11/2017)

Moved by Member Eleanor Groh  
Seconded by Fred Stibbard

**THAT** the reports by the OAPSB on the *Member Survey Results – Police Services Act Rewrite* and by Vice Chair Fred Stibbard on the Essex OPP and Project B.E.S.T.'s *Symposium on Sexual Violence and Youth* held on March 29, 2017 in Tecumseh, ON be received.

Carried.

Member Eleanor Groh left the meeting at this point (5:44 pm) due to a prior commitment.

(PSB 2-9)

**COMMUNICATIONS:****A – Action Required**

1. OACP/OAPSB, Re: Zone 6 Notice of Meeting – April 19, 2017, Aylmer, ON  
Chair Christopher Hales confirmed that he will attend the Zone meeting.
2. Kingsville Police Services Board, Re: Invitation to Joint Police Services Board Meeting on Friday, May 26, 2017 – Kingsville, ON  
The Recording Secretary will forward *Crime Prevention through Environmental Design (CPTED)* as a proposed topic for an OPP presentation at the upcoming joint board meeting on May 26, 2017.
3. Eli El-Chantiry, Director & President, OAPSB, Re: Invitation to 2017 OAPSB Spring Conference & Annual General Meeting, March 10, 2017

Motion: (PSB 12/2017)Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred

**THAT** attendance by board members and one administrative staff member at the 2017 Ontario Association of Police Services Boards (OAPSB) Spring Conference and Annual General Meeting be approved, in accordance with the Town of Tecumseh Travel Policy, Professional Development Policy and 2017 budget.  
Carried.

4. Eli El-Chantiry, Director & President and Fred Kaustinen, Executive Director, OAPSB, Re: 2017 OAPSB Conference Sponsorship

Motion: (PSB 13/2017)Moved by Vice Chair Fred Stibbard  
Seconded by Mayor Gary McNamara

**THAT** sponsorship of the 2017 OAPSB Spring Conference and Annual General Meeting in the amount of \$300 be approved.  
Carried.

5. Crime Stoppers Windsor & Essex County Inc., Re: Crime Stoppers Business Plaque Program

Motion: (PSB 14/2017)Moved by Vice Chair Fred Stibbard  
Seconded by Mayor Gary McNamara

**THAT** the *Crime Stoppers Business Plaque Program* be referred to the Tecumseh BIA for consideration and support.  
Carried.

6. The Honourable Justice Michael Tulloch, Independent Reviewer, Re: Independent Police Oversight Review, March 24, 2017

The Recording Secretary will coordinate responses to this invitation to attend the presentation by the Hon. Justice M. Tulloch on April 18, 2017.

7. Fran Caldarell, OAPSB Bylaw Committee Chair, Re: OAPSB Member Response Required – Possible by Law Change, March 11, 2017

It was confirmed that the board responded to this survey, opting for the “*Board membership, and one vote per Board for each AGM item*” option.

8. Al Frederick, Chief, Windsor Police Services, Re: Invitation to Windsor Police Service 150<sup>th</sup> Anniversary Celebration, April 4, 2017

Motion: (PSB 15/2017)

Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred Stibbard

**THAT** up to two members of the Tecumseh Police Services Board be authorized to attend the Windsor Police Service 150 Year Anniversary Gala, on May 3, 2017, subject to funding in the 2017 budget and the provisions of the Town's Travel Policy.

Carried.

### **B – For Information Purposes**

1. Linda P. Lamoureux, Executive Chair, Safety, Licensing Appeals and Standards Tribunals Ontario, Re: The Ontario Parole Board: An Active Partner in Canada's Journey to Reconciliation, March 13, 2017
2. Kevin Flynn, Minister of Labour, Re: PTSD Summit Report: Making Progress on Prevention, March 9, 2017
3. Christopher Hales, Chair, Re: Letter of Support for Essex County OPP "Project Safe Trade" Application for OPP Accolade Award, February 1, 2017
4. Gary McNamara, Mayor, and Tony Haddad, Chief Administrative Officer, Re: Letter of Support for Essex County OPP "Project Safe Trade" Application for OPP Accolade Award, February 1, 2017

Motion: (PSB 16/2017)

Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred Stibbard

**THAT** the correspondence detailed as Items 1-4, B – For Information Purposes, be received.

Carried.

(PSB 2-10)

### **OLD BUSINESS:**

1. Annual Performance Report – Detachment Commander  
Chair Hales reported that the 2016 performance report has been completed, and requested that the Recording Secretary and OPP office coordinate a date for a review meeting with Inspector Miller.

(PSB 2-11)

### **NEW BUSINESS:**

1. Crime Prevention Through Environmental Design (CPTED) Training  
At the request of Inspector Miller, this item was deferred to the next board meeting.
2. Revised Travel Policy  
The Recording Secretary explained that the Town recently revised its Travel Policy, which is provided for the board's reference. The primary change is that expenses will be reimbursed following conferences and training events, rather than in advance.
3. OAPSB Training Resources  
There was agreement for the board to hold off on purchasing training manuals from the OAPSB until the upcoming changes to the *Police Services Act* have been instituted and the training materials updated accordingly.

At this time, Mayor Gary McNamara requested the meeting go in-camera.

Motion: (PSB 17/2017) Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred Stibbard

**THAT** the meeting of the Police Services Board for the Town of Tecumseh convene in-camera at 5:57 p.m. pursuant to the *Municipal Act, 2001* s. 238(1) and the *Police Services Act* s. 35(4)(b).

Carried.

Motion: (PSB 18/2017) Moved by Vice Chair Fred Stibbard  
Seconded by Mayor Gary McNamara

**THAT** the meeting of the Police Services Board for the Town of Tecumseh reconvene in public session at 6:14 p.m. with no action taken.

Carried.

(PSB 2-12)

**NEXT MEETING**

The next meeting of the Police Services Board will be held Thursday, June 8, 2017 at 4:30 p.m.

(PSB 2-13)

**ADJOURNMENT**

Motion: (PSB 19/2017) Moved by Mayor Gary McNamara  
Seconded by Vice Chair Fred Stibbard

**THAT** there being no further business to discuss, the April 13, 2017 meeting of the Tecumseh Police Services Board adjourn at 6:15 p.m.

Carried.

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Christopher Hales, Chair

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Ellen Preuschat, Recording Secretary

## MINUTES OF A MEETING OF THE SENIOR ADVISORY COMMITTEE FOR THE TOWN OF TECUMSEH

A meeting of the Senior Advisory Committee (SAC) for the Town of Tecumseh was held on Thursday, April 27, 2017, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 4-1)

### **ORDER**

The Chair calls the meeting to order at 6:05 p.m.

(SAC 4-2)

### **ROLL CALL**

Members Present:	Chair	- Doug Drouillard
	Member	- Dara Pfeifer O'Connor
	Member	- Don Crowder
	Member	- Nancy Tennant
	Member	- Michelle Phillion
	Vice-Chair	- Paul Morand

Also Present: Deputy Clerk - Christina Hebert

Absent:

(SAC 4-3)

### **DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(SAC 4-4)

### **DELEGATIONS**

None.

(SAC 4-5)

### **COMMUNICATIONS**

#### **Minutes**

A. Senior Advisory Committee Meeting held March 23, 2017

**Motion:** (SAC 10/17) Moved by Vice-Chair Paul Morand  
Seconded by Member Dara Pfeifer O'Connor  
**THAT** the Minutes of the Senior Advisory Committee meeting held March 23, 2017, be approved.

Carried

#### **Communications for Information**

A. Dipika Damerla, Minister of Seniors Affairs, Email dated April 18, 2017. Re: Seniors' Month in Ontario

B. Windsor-Essex Compassion Care Community Re: Presentation to Tecumseh Town Council, April 25, 2017

**Motion:** (SAC 11/17) Moved by Member Nancy Tennant  
Seconded by Vice-Chair Paul Morand  
**THAT** Communications for Information A and B on the April 27, 2017 Senior Advisory Committee Agenda, be received.

Carried

In response to an inquiry, the Deputy Clerk confirms the month of June 2017 was proclaimed as Seniors' Month at the April 25, 2017 regular meeting of Council. The proclamation will be posted on the Town's website and social media.

(SAC 4-6)

### **REPORTS**

None.

(SAC 4-7)

**UNFINISHED BUSINESS**

**Community Safety Workshops**

The Deputy Clerk highlights the workshop topics provided by Community Safety Officer, Karen Sinnaeve, namely: Fraud for Seniors, Senior Safety and Understanding Power of Attorney for Personal Care and Property.

It is recommended that a workshop cover one (1) topic only due to the content length.

The Members select the Fraud for Seniors topic for the initial workshop and suggest the other topics be noted for consideration for subsequent workshops.

As previously discussed, the Committee would provide light refreshments at the workshops. It is suggested for the workshops held at the apartments on Tecumseh Road, subject to their agreement, be organized as a 'Lunch n' Learn' whereby residents would bring a lunch and the Committee provide a healthy refreshment prior to the workshop commencing. This would provide an opportunity for social interaction to help combat the prevalent issue of loneliness amongst the elderly.

Administration will coordinate dates for the workshop with Community Safety Officer Karen Sinnaeve's availability.

**CARP Update**

The Deputy Clerk advises Larry Duffield, Chair of CARP Windsor-Essex Chapter No.7 was unable to make a presentation regarding CARP's services this evening due to a scheduling conflict. Arrangements continue to be made for Mr. Duffield to attend a future SAC meeting.

**Life After Fifty Centres Tour**

Further to Life After Fifty's offer for the Members to tour both locations to see the facility and programs/services offered, the Deputy Clerk provides available dates to tour the facilities.

Discussion ensues regarding the Member's availability. The Members concur with coordinating the tour on Wednesday, May 3, 2017, commencing at the East Side [WFCU] Centre at 9:00 am, with the West Side [McEwan] Centre to follow.

The Deputy Clerk will confirm the tour arrangements with Life After Fifty and provide the tour particulars to the Members.

**Senior Services Directory**

The Members review the information they have gathered respecting the compilation of a senior services directory showcasing what services/organizations are available to seniors in the Windsor-Essex County area.

Member Dara Pfeifer O'Connor vacates the meeting at 6:51 pm.

It is noted the positive response received from service providers when discussing the directory concept with the Members.

The Members will continue to research the vast areas of health and wellness, social, well-being, etc, within the community. Information the Members assemble will be forwarded to the Deputy Clerk to organize into the directory.

(SAC 4-8)

**NEW BUSINESS**

None.

(SAC 4-9)

**NEXT MEETING**

The next meeting of the Senior Advisory Committee will be held Thursday, May 25, 2017 at 6:00 p.m.

(SAC 4-10)

**ADJOURNMENT**

Motion: (SAC-12/17)

Moved by

Member Nancy Tennant

Seconded by

Member Michelle Phillion

**THAT** there being no further business, the April 27, 2017, meeting of the Senior Advisory Committee be adjourned at 7:04 p.m.

Carried

Doug Drouillard, Chair

---

Paul Morand, Vice-Chair



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 06/17

**TO:** Mayor and Members of Council

**FROM:** Laura Moy, Director Corporate Services & Clerk

**DATE OF REPORT:** March 30, 2017

**DATE TO COUNCIL:** April 11, 2017

**SUBJECT:** Changes to the Wards & Boundaries and Composition of Council

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### **RECOMMENDATIONS**

It is recommended:

1. That Corporate Services Report No. 06/17 regarding Ward Boundary Changes & Alteration of the Composition of Council dated April 11, 2017, be received; and that
2. By-law No. 2017-22, being a by-law to provide for changes to the Wards & Boundaries for the Town of Tecumseh, be adopted; and further that
3. Notice of passing of By-law No. 2017-22 be given in accordance with Section 222(3) of the *Municipal Act, 2001* in the Essex Free Press, Shoreline Week, on the Town's website and social media; and further that
4. By-law No. 2017-23, being a by-law to provide for changes to the composition of the Council for the Town of Tecumseh, be adopted.

### **BACKGROUND**

In June 2016, the Town of Tecumseh (Town) retained StrategyCorp Inc. (StrategyCorp) to conduct a Ward Boundary and Council Structure Review (Review).

The Review considered:

- the size, shape and number of wards;
- the composition of Council;
- Ward, or at large, elections for Councillors;
- ranked ballot voting; and
- alternative voting methods.

At Council's Regular Meeting held on December 14, 2016, StrategyCorp presented their Interim Report on the Review. Several options were identified for consideration, based on feedback received during the stakeholder outreach process. At the meeting, discussion took place on a number of the options presented in the Interim Report. The Interim Report was tabled to allow Council to consider the options developed and to contemplate their preference for discussion and decision at a later meeting.

A Final Report was prepared by StrategyCorp and presented to Council at a Special Meeting, open to the public, held on January 24, 2017. The Final Report provided recommendations on:

- ward boundaries,
- ranked ballot voting, and
- voting methods.

Several options were identified in the Final Report in relation to the ward boundaries and structure of Council. At the January 24, 2017, Special Meeting of Council, the following resolution (SCM-02/17) was passed:

***THAT the January 2017 Final Report on the Ward Boundary and Council Structure Review, as prepared by StrategyCorp., be received; and***

***THAT Option 3B of the January 2017 Final Report on the Ward Boundary and Council Structure Review be accepted for the 2018 Municipal Election.***

As part of Council's direction, StrategyCorp was asked to provide more information in a Supplementary Report related to:

- the effect of moving from 2031 to 2026 as the period for assessing "effective representation," and
- the creation of a new Option 3(c), which makes "minor tweaks" to the boundaries proposed in Option 3(b).

Acting Chief Administrative Officer Report No. 04/17 together with StrategyCorp's Supplementary Report were presented to Council on March 14, 2017. The reports were deferred to the next following meeting when all Members of Council would be present.

On March 28, 2017, Council gave consideration to the Supplementary Report, along with the Acting Chief Administrative Officer's Report No. 04/17. At the meeting, Council passed the following resolution (RCM –97/17):

***THAT the StrategyCorp Ward Boundary & Council Structure Supplementary Report [Supplementary Report] be received;***

***AND THAT the Council Ward Structure Option 3B, be amended as follows and accepted:***

***Ward 1***

*Lake St Clair southerly to north of St. Thomas*

*City of Windsor easterly to east of Centennial Drive (including both sides of Centennial)*

***Ward 2***

*Lake St. Clair southerly to north of VIA Rail line*

*East of Centennial Drive and west of Amberly, Meadowland and Harvest to Town of Lakeshore*

***Ward 3***

*North of St. Thomas to County Road 22 (including both sides of St. Thomas)*

*City of Windsor easterly to west of Amberly, Meadowland and Harvest*

***Ward 4***

*County Road 22 to southerly to Canadian Pacific Railway*

*City of Windsor easterly to Town of Lakeshore*

***Ward 5***

*Canadian Pacific Railway southerly to Town of Essex*

*City of Windsor & Town of LaSalle easterly to Town of Lakeshore*

***AND FURTHER THAT a by-law to adopt Option 3B, as amended, be prepared for consideration at the April 11, 2017, meeting of Council.***

A map of the amended Option 3B is attached as [Appendix 1](#). The amended Option 3B, now referred to as "Option 3B\*\*", as Revised March 28, 2017", has been reviewed by StrategyCorp. StrategyCorp advises that they "have analyzed the Option from the perspective of the Effective Representation test using the same method that we have considered other options....In our view, Option 3(b)\*\* would meet the Effective Representation test." StrategyCorp's Supplementary Report is attached as [Appendix 2](#).

## **COMMENTS**

### Ward Boundary Changes

The *Municipal Act, 2001*, in Section 222, authorizes a local municipality to divide or re-divide the municipality into wards, or to dissolve the existing wards.

Within fifteen (15) days after a by-law is passed under Section 217, the municipality is to give notice of the passing of the by-law to the public specifying the last date for filing a notice of appeal.

Within forty-five (45) days after a by-law is passed under Section 217, the Minister, or any other person, or agency, may appeal to the Ontario Municipal Board (OMB) by filing a notice of appeal with the municipality setting out the objections to the by-law and the reasons in support of the objections.

Within fifteen (15) days after the last day for filing a notice of appeal, the municipality must forward any notices of appeal to the OMB. The Board shall hear the appeal and may, despite any Act, make an order affirming, amending or repealing the by-law.

In accordance with the *Municipal Act, 2001*, the by-law comes into force on the day the new council of the municipality is organized following,

1. the first regular election after the by-law is passed, if the by-law is passed before January 1 in the year of the regular election and,
  - a. no notices of appeal are filed,
  - b. notices of appeal are filed and are all withdrawn before January 1 in the year of the election, or
  - c. notices of appeal are filed and the Board issues an order to affirm or amend the by-law before January 1 in the year of the election; or
2. the second regular election after the by-law is passed, in all other cases except where the by-law is repealed by the OMB.

Subject to the above-described appeals and decision-making by the OMB, the by-law comes into force on the day the new council is organized following a regular election and that election is conducted as if the by-law was already in force.

By-law No. 2017-22 has been prepared to authorize the changes to the ward boundaries and to increase the number of wards from four (4) to five (5), as directed by Council in (RCM-97/17) at their March 28, 2017 Regular Meeting.

Notice of adoption of the passing of By-law No. 2017-22 must be given within fifteen (15) days of adoption in accordance with Section 222(3) of the *Municipal Act, 2001*, specifying the last date for filing a notice of appeal.

If By-law No. 2017-22 is adopted at the April 11, 2017 meeting of Council, the earliest dates to publish in the Essex Free Press and Shoreline Week are Thursday, April 20 and Friday, April 21, respectively.

The Minister, or any other person, or agency, would have until Monday, June 5, 2017 to appeal to the OMB by filing a notice of appeal with the Clerk setting out the objections to By-law No. 2017-22 and the reasons in support of the objections.

In the event an appeal is submitted, it will be sent to the OMB within fifteen (15) days after the last day for filing a notice of appeal (June 5, 2017). The OMB will hear the appeal and may, despite any Act, make an order affirming, amending or repealing the by-law. If By-law No. 2017-22 is affirmed, or amended, by the OMB prior to January 1, 2018, it will come into force on the day the new council is organized following the 2018 Municipal Election. If By-law No. 2017-22 is affirmed, or amended, after January 1, 2018, it will come into force on the day the new Council is organized in 2022. If By-law No. 2017-22 is repealed by the OMB, there will be no change to the ward boundaries and composition of Council for the 2018 Municipal Election.

### Composition of Council

The *Municipal Act 2001*, in Section 217, authorizes a local municipality to change the composition of its council subject to the following rules:

1. There shall be a minimum of five (5) members, one (1) of whom shall be the head of council.
2. The members of council shall be elected in accordance with the *Municipal Elections Act, 1996*.
3. The head of council shall be elected by general vote.
4. The members, other than the head of council, shall be elected by general vote or wards or by any combination of general vote and wards.
5. The representation of a local municipality on the council of an upper-tier municipality shall not be affected by the by-law of the local municipality under this section.

A by-law passed under Section 217 does not come into force until the day the new council is organized,

- after the first regular election following the passing of the by-law; or
- if the by-law is passed in the year of a regular election before voting day, after the second regular election following the passing of the by-law.

The regular election held immediately before the coming into force of a by-law is to be conducted as if the by-law was already in force.

By-law No. 2017-23 has been prepared which would maintain the current Council composition of seven (7) members and changes the election of one (1) Councillor for each of the five (5) Wards, reflective of the ward boundary changes set out in By-law No. 2017-22. The Mayor and Deputy Mayor will continue to be elected at-large.

The rules associated with Section 217 of the *Municipal Act, 2001*, giving municipalities the authority to change the composition of their councils, are more straightforward. Unlike section 222, there is no right of appeal to the OMB, however, given By-law No. 2017-23 is dependent on the ward boundary changes under By-law No. 2017-23, it would be appealable to the OMB.

## **CONSULTATIONS**

StrategyCorp  
Chief Administrative Officer  
Director Information & Communication Services  
Director Planning & Building Services

## **FINANCIAL IMPLICATIONS**

The cost of providing notice of the adoption of By-law Nos. 2017-22 and 2017-23 has been included in the 2017 Budget.

In the event the By-laws are appealed to the OMB, legal and consultant costs will be incurred to defend the matter.

## **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:

---

Laura Moy, Dipl. M.M, CMM III HR Professional  
Director Corporate Services & Clerk

Reviewed by:

Reviewed by:

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

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Shaun Fuerth, B.C.S.  
Director Information & Communication Services

Recommended by:

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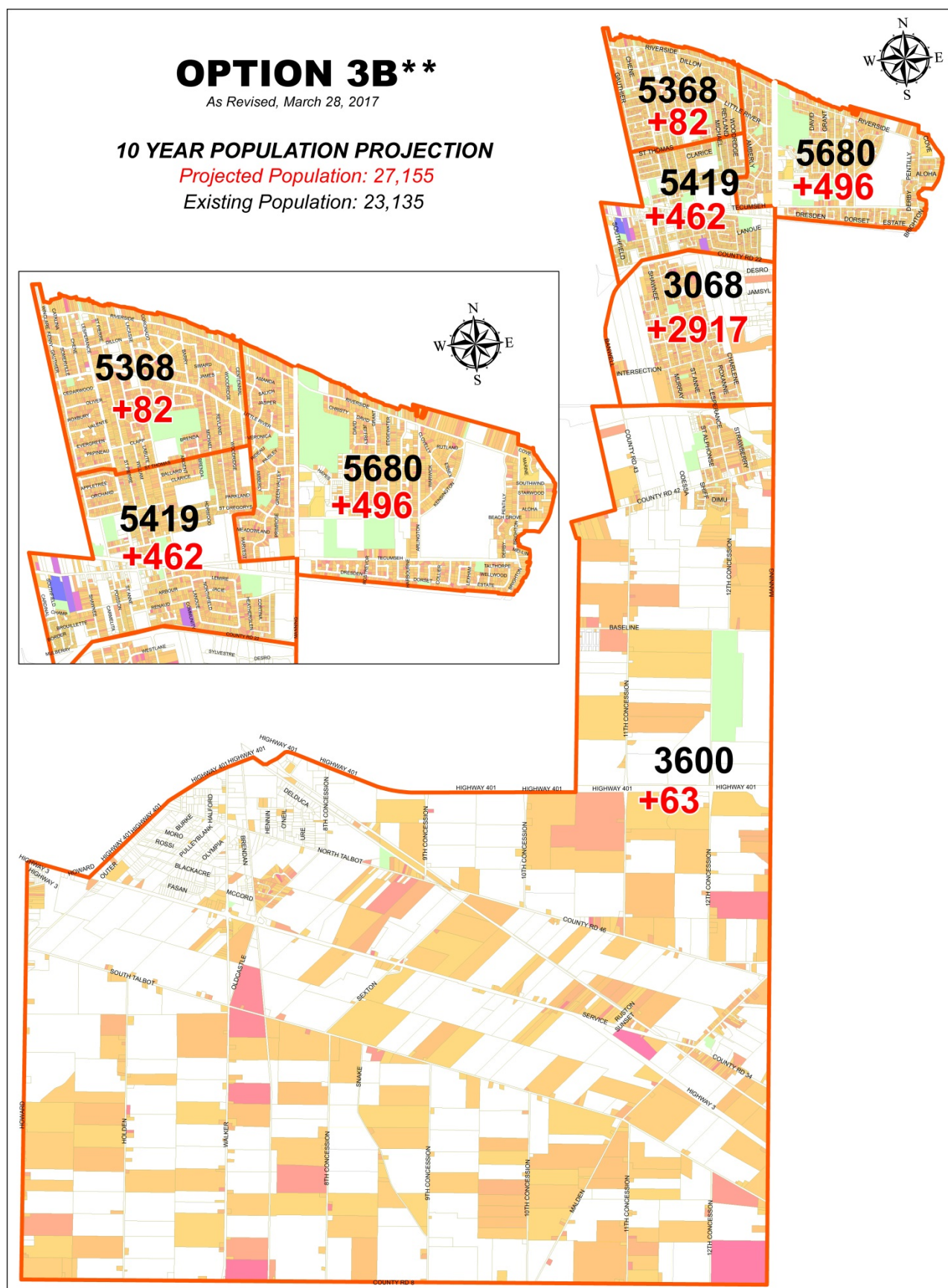
Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. Ward Boundary Changes Option 3B, as amended March 28, 2017
2. StrategyCorp, Ward Boundary Review – Supplementary Report, April 5, 2017

LM

## Appendix 1





April 5, 2017

Mr. Tony Haddad  
Chief Administrative Officer  
Town of Tecumseh  
917 Lesperance Rd.  
Tecumseh, ON N8N 1W9

Dear Mr. Haddad

**RE: Ward Boundary Review – Supplementary Report**

The purpose of this letter is to provide you a report in regard to option 3(b)\*\* which was considered by Council on March 28, 2017.

We have analyzed the Option from the perspective of the Effective Representation test using the same method that we have considered other options.

In our view, Option 3(b)\*\* would meet the Effective Representation test.

Again, we thank Council for their deliberations and “on the ground insights” which contributed to this further refinement.

Yours truly,

A handwritten signature in black ink, appearing to read "John Matheson".

John Matheson  
Principal



## Supplementary Report

### Background

In June 2016, the Town of Tecumseh retained StrategyCorp to conduct a Ward Boundary and Council Structure Review (the "Review").

In January 2017, we presented a Final Report, at which time we received comments which were expressed as proposed "minor improvements" to Option 3(b).

In March 2017 we presented further options, including Option 3(c). These were considered at the Council meeting of March 28, 2017.

The resulting discussion among Council led to a version which was labelled Option 3(b)\*\*.

## Option 3(b)\*\*: As Considered by Council March 28, 2017

Option 3(b)**: Five Ward Structure, Major Boundary Adjustments	
Council Size	7 (Mayor, Deputy Mayor, 5 Councillors)
Method of Election	Wards
Number of Councillors	5
Number of Wards	5

The map below depicts Option 3(b)\*\*.

- It includes further minor adjustments to the boundaries of new wards 1,2 and 3 as proposed in Options 3(b) and (c), and
- Like Option 3(c), it uses the railway tracks as the boundary between new wards 4 and 5.

As we understand it, these boundary improvements were suggested in order to allow the final version to deliver improved representation, by better reflecting actual neighbourhoods.

## Analysis

The following table shows the populations of the revised wards both now and by the 2026 forecast.

Ward	Councillors	2014 Pop'n	2014 Residents per Councillor	2014 Variance from Average	2026 Pop'n	2026 Residents per Councillor	2026 Variance from Average
1	1	5,438	5,438	+18%	5,520	5,520	+2%
2	1	5,680	5,680	+23%	6,176	6,176	+14%
3	1	5,349	5,349	+16%	5,811	5,811	+7%
4	1	3,068	3,068	-34%	5,985	5,985	+10%
5	1	3,600	3,600	-22%	3,663	3,663	-33%
Total	5	23,135	4,627	N/A	27,155	5,431	N/A

This option delivers better outcomes than the status quo from the perspective of representation by population.

- New ward 4 would fall outside the +/-25% range in the short term. However, the rapid growth forecast for new ward 4 will bring it into the +/- 25% range by 2026.
- New ward 5 will begin inside the +/-25% range in the short term. Over time, the low growth

that is forecast will cause it to fall outside the +/-25% range by 2026.

As we understand it, the rationale for accepting these variations from population parity is:

- In the case of new ward 4: to accommodate rapid growth within the 10 year horizon as set by Council, and
- In the case of new ward 5: to ensure effective rural representation by having a ward focused on the rural part of Tecumseh.

The chart below summarizes the key attributes of this Option as applied by the Effective Representation Test.

OPTION 3(b)**: Meets Test of Effective Representation? <u>YES</u>	
Key factors	Analysis
1. Representation by Population	<ul style="list-style-type: none"> <li>• Four of the five wards would begin inside the +/-25% range, and four of five would be inside the range by 2026.</li> <li>• Variations are proposed to accommodate rapid growth forecast over the next ten years and to ensure adequate rural representation</li> </ul>
2. Communities of Interest	<ul style="list-style-type: none"> <li>• Pre-amalgamation boundaries are largely redrawn.</li> <li>• Sensitivity has been applied to drawing boundaries to reflect actual communities of interest</li> </ul>
3. Geography	<ul style="list-style-type: none"> <li>• No significant geographic issues are presented by the Option</li> </ul>
4. Quality of Representation	<ul style="list-style-type: none"> <li>• Allocating only one councillor per ward ratio may foster more direct relationship with residents (compared to two councillors per ward in old ward one.)</li> <li>• While new Ward Two will have a larger population than before, and therefore a higher ratio of residents per councillor than before (now 5680/councillor), it will still have a lower ratio of residents per councillor than the status quo workload of the two councillors in old ward 1 (6418 residents /councillor)</li> </ul>



## Conclusion

In our view, Option 3(b)\*\* would:

- be an improvement over the status quo,
- satisfy the Effective Representation test, and
- be a reasonable compromise, having regard to key stated goals of the process, and the inherent limitations posed by Tecumseh's unique geography, and anticipated growth.



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 08/17

**TO:** Mayor and Members of Council

**FROM:** Laura Moy, Director Corporate Services & Clerk

**DATE OF REPORT:** April 24, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Noise By-law Exemption Request  
St. Charbel Parish-Windsor

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### **RECOMMENDATIONS**

It is recommended that:

1. St. Charbel Monastery & Parish (St. Charbel), located at 5700 Outer Drive, be granted an exemption from the Town's Noise By-law No. 2002-07, as amended, on Friday, July 14 and Saturday, July 15, 2017 until 11:30 pm and Sunday, July 16, 2017 until 11:00 pm to permit music entertainment; and that
2. St. Charbel inform the area residents of this exemption from the Noise By-law; and further that
3. Concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to be monitored.

### **BACKGROUND**

By way of correspondence dated April 19, 2017, St. Charbel has requested an exemption from the Town's Emission of Sounds By-law No. 2002-07, as amended (Noise By-law). The exemption has been requested to permit outdoor music entertainment as part of their Community Festival to celebrate the Feast of St. Charbel on Friday, July 14; Saturday, July 15; and, Sunday, July 16, 2017. [Attachment 1](#).

### **COMMENTS**

The Noise By-law prohibits the emission of sound resulting from, *"The sound from or created by any radio, phonograph, tape player, television, public address system, sound equipment, loud speaker, or any musical or sound producing instrument of whatever kind when the same is played or operated in such a manner or with such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital, or any other type of residence,"* at all times in all residential, agricultural and commercial areas [Table 4-1, Part 4].

Paragraph 6 of the Noise By-law allows for persons to make application to Council for an exemption from the By-law's provisions with respect to any source of sound, or vibration, for which they may be prosecuted. Council may, by resolution, grant the exemption, together with any additional terms or conditions deemed appropriate.

St. Charbel is seeking an exemption from Council, to permit music entertainment during their Community Festival to celebrate the Feast of St. Charbel. The exemption requested is until 2:00 am on the Friday and Saturday, and until 12:00 am on the Sunday.

In previous years, an exemption has been granted to St. Charbel until 11:30 pm on the Friday and Saturday, and until 11:00 pm on the Sunday. The OPP has received complaints from area residents after 11:30 pm, resulting from outdoor music events held at St. Charbel.

Council has approved requests from other private businesses [i.e. Beach Grove Golf and Country Club] for an exemption to permit music entertainment until 11:30 pm on weekends. Granting St. Charbel an exemption until 11:30 pm on Friday and Saturday, and until 11:00 pm on Sunday is consistent with previous Noise By-law Exemption approvals.

The Site Plan for the weekend festivities, prepared by St. Charbel, and approved by the Alcohol and Gaming Commission of Ontario (AGCO) Inspector, shows the music entertainment will face Highway No. 3 [Talbot Road] to help minimize the noise for area residents **Attachment 2**.

It is recommended that an exemption to the Noise By-law be granted to St. Charbel for July 14 and July 15, 2017 until 11:30 pm and for July 16 until 11:00 pm, to permit music entertainment. Area residents should also be informed by St. Charbel about the exemption from the Noise By-law.

Complaints or concerns from area residents regarding this noise exemption will be monitored and, in particular, any concerns which may be raised after the exemption period granted.

## **CONSULTATIONS**

Tecumseh OPP  
Parks & Recreation Services  
Planning & Building Services  
Fire & Rescue Services

## **FINANCIAL IMPLICATIONS**

There are no financial implications.

## **LINK TO STRATEGIC PRIORITIES**

<b>No.</b>	<b>2017-18 Strategic Priorities</b>	<b>Applicable</b>
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:

---

Laura Moy, Dipl. M.M, CMM III HR Professional  
Director Corporate Services & Clerk

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

1. Letter from St. Charbel Parish-Windsor
2. Map of Area approved by AGCO

LM

## Appendix 1



*Congregation of the Order Antonin Maronite In Ontario*  
**ST CHARBEL PARISH - WINDSOR**

**Township of Tecumseh**

19 April, 2017

To Whom It May Concern:

We would like to inform you that the parishioners of St. Charbel Church are planning on having a Community Festival to celebrate the Feast of St. Charbel.

**LOCATION, DATE AND TIME OF EVENT**

**Friday July 14th, 2017 from 5:00 p.m. until 2:00 a.m.**

**Saturday July 15th, 2017 from 12:00 p.m. until 2:00 a.m.**

**Sunday July 16th, 2017 from 1:00 p.m. until 12:00 a.m.**

This Festival will be held on the grounds of St. Charbel Monastery on 5700 Outer Dr. Windsor, ON.

We would like to inform you that we will be selling alcoholic beverages along with food. Attendance will use the church washroom.

We estimate between 250-500 people will be present.

We would appreciate to have a noise exemption as previous year.

Should you have any questions, please do not hesitate to contact our office 519-966-3817.

Yours in Christ,

Fr. Daniel Fares

Superior of Saint Charbel Monastery & Parish Pastor



5700 Outer Dr. Windsor N9A6J3 Ontario, Canada

Tel: 519-966-3817 Fax: 519-737-9592

## Appendix 2





## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 09/17

**TO:** Mayor and Members of Council

**FROM:** Laura Moy, Director Corporate Services & Clerk

**DATE:** April 24, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Request for Noise By-Law Exemption  
Beach Grove Golf & Country Club

---

### **RECOMMENDATIONS**

It is recommended that:

1. Beach Grove Golf & Country Club, located at 14134 Riverside Drive, be granted an exemption from the Town's Noise By-law No. 2002-07, as amended, on Friday, July 28, 2017, and Friday, August 25, 2017, to permit music entertainment until 11:30 pm; and, that
2. The area residents and OPP be informed of this exemption from the Noise By-law; and, further that
3. Concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to be monitored.

### **BACKGROUND**

By way of correspondence dated April 24, 2017, Beach Grove Golf & Country Club [Beach Grove] has requested an exemption from the Town's Emission of Sounds By-law No. 2002-07, as amended [Noise By-law]. The exemption has been requested to permit outdoor music entertainment overlooking the water on Friday, July 28 and Friday, August 25, 2017. [Appendix 1.](#)

### **COMMENTS**

The Noise By-law prohibits the emission of sound resulting from, *"The sound from or created by any radio, phonograph, tape player, television, public address system, sound equipment, loud speaker, or any musical or sound producing instrument of whatever kind when the same is played or operated in such a manner or with such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital, or*

*any other type of residence,”* at all times in all residential, agricultural and commercial areas [Table 4-1, Part 4].

Paragraph 6 of the Noise By-law allows for persons to make application to Council for an exemption from the By-law’s provisions with respect to any source of sound, or vibration, for which they may be prosecuted. Council may, by resolution, grant the exemption, together with any additional terms or conditions deemed appropriate.

Beach Grove is seeking an exemption from Council, to permit music entertainment during two special events being planned in their outside area overlooking Lake St. Clair. The exemption requested is until 11:30 pm.

Council has approved requests from Beach Grove for summer music entertainment in prior years.

The OPP has received complaints from area residents after 11:30 pm, resulting from outdoor music events held at Beach Grove in prior years [3 complaints since 2005].

It is recommended that an exemption to the Noise By-law be granted to Beach Grove for Friday, July 28 and Friday, August 25 to permit music entertainment until 11:30 pm; and that the area residents are to be informed of this exemption from the Noise By-law.

Complaints or concerns from area residents regarding this Noise By-law exemption will be monitored and, in particular, any concerns which may be raised after 11:30 pm.

## **CONSULTATIONS**

Tecumseh OPP

## **FINANCIAL IMPLICATIONS**

There are no financial implications.

## **LINK TO STRATEGIC PRIORITIES**

<b>No.</b>	<b>2017-18 Strategic Priorities</b>	<b>Applicable</b>
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:

---

Laura Moy, Dipl. M.M., CMM III HR Professional  
Director Corporate Services & Clerk

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. Beach Grove Golf & Country Club, April 24, 2017 Re: Emission of Sound By- Law

LM

**Appendix 1**

# Beach Grove Golf & Country Club

April 24, 2017

RE: Emission of Sound By-Law

The Honourable Mayor Gary McNamara and the Town Council of Tecumseh

Please accept this letter as a request to have an exemption to the Emission of Sound By-Law 2002-07 for two dates, July 28<sup>th</sup>, 2017 and August 25<sup>th</sup>, 2017. In past, you were gracious enough to permit us with this exemption. Our Club has two events scheduled where we would like to use the outside property overlooking the water.

Our intention is to have the Entertainment set in the back deck area. We would stop the music at 11:30 pm. We appreciate your consideration of this request and we would be happy to answer any questions that you may have.

Respectfully,



**Salvatore Licata**  
Event Manager



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 10/17

**TO:** Mayor and Members of Council

**FROM:** Laura Moy, Director Corporate Services & Clerk

**DATE OF REPORT:** April 25, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Changes to the Wards & Boundaries and Composition of Council  
Supplementary Report to Corporate Services & Clerk Report No. 06/17

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### **RECOMMENDATIONS**

It is recommended:

1. That Corporate Services Report No. 10/17 regarding Ward Boundary Changes & Alteration of the Composition of Council and Supplementary Report to Report No. 06/17, **be received**.

### **BACKGROUND**

A Special Meeting of Council was held in open session on April 11, 2017 for the purpose of discussing the Ward Boundary Option 3B\*\* as accepted by Council at their March 28, 2017 Regular Meeting and to have any questions by the Members addressed by Administration and the Town's Consultant, Mr. John Matheson, of StrategyCorp. Some Members expressed concern that when accepting the Option 3B, with further amendments on March 28, they did not know the population impacts. Consequently, some suggested that further analysis be undertaken to ensure as many complex variables as possible could be considered and evaluated by the Town's Consultant.

The Special Meeting was held in advance of the April 11, 2017 Regular Meeting and consideration being given to the by-laws that would approve the changes to the Ward Boundaries [based on the accepted Option 3B\*\*] and composition of Council.

At the April 11, 2017 Regular Meeting of Council, Corporate Services Report No. 06/17 was presented for consideration in relation to changes to the Ward Boundaries and Council Composition. Report No. 06/17 was deferred to the May 9, 2017 Regular Meeting of Council, as result of the earlier discussions at the Special Meeting on the matter [RCM-117/17].

By-law No. 2017-22 being a by-law to provide for changes to the Wards & Boundaries and By-law No. 2017-23 being a by-law to provide for changes to the composition of the Council for the Town of Tecumseh, were also deferred [RCM-123/17].

The purpose of the deferral was to allow Members to provide specific information to Administration on potential further variables on the proposed Ward Boundary changes and to allow Administration and StrategyCorp to evaluate those variables.

CAO Report No. 05/17 Ward Boundary and Council Structure Review - Option 3B\*\* Variations and StrategyCorp's Ward Boundary Review – Supplementary Report dated April 23, 2017 were prepared in response to the further variables offered by Members and will be presented at a Special Meeting of Council on Tuesday, May 9, 2017 at 5:00 pm.

## **Comments**

The purpose of this report is to provide updated timelines for notices and appeals to the by-laws, if adopted at the May 9, 2017 Regular Meeting of Council, and advice should Council wish to reconsider the accepted Option 3B\*\*.

By-law No. 2017-22 has been prepared to authorize the changes to the ward boundaries and to increase the number of wards from four (4) to five (5), as directed by Council at their March 28, 2017 Regular Meeting [RCM-97/17].

Notice of adoption of the passing of By-law No. 2017-22 must be given within fifteen (15) days of adoption in accordance with Section 222(3) of the *Municipal Act, 2001*, specifying the last date for filing a notice of appeal.

If By-law No. 2017-22 is adopted at the May 9, 2017 meeting of Council, the earliest dates to publish the required Notice in the Essex Free Press and Shoreline Week are **Thursday, May 18 and Friday, May 19, 2017**, respectively.

The Minister, or any other person, or agency, would have forty-five (45) days or until **Monday, July 3, 2017** to appeal the adoption to the OMB by filing a notice of appeal with the Clerk setting out their objections to By-law No. 2017-22 and the reasons in support of their objections.

In the event an appeal is submitted, it must be sent to the OMB within fifteen (15) days after the last day for filing a notice of appeal [July 3, 2017]. The OMB will hear the appeal and may, despite any Act, make an order affirming, amending or repealing the by-law. If By-law No. 2017-22 is affirmed, or amended, by the OMB prior to January 1, 2018, it will come into force on the day the new council is organized following the 2018 Municipal Election. If By-law No. 2017-22 is affirmed, or amended, after January 1, 2018, it will come into force on the day the new Council is organized in 2022. If By-law No. 2017-22 is repealed by the OMB, there will be no change to the ward boundaries and composition of Council for the 2018 Municipal Election.

By-law No. 2017-23 has been prepared to maintain the current Council number of seven (7) members, but changes the composition to the election of one (1) Councillor for each of the five (5) Wards, as a result of the ward boundary changes set out in By-law No. 2017-22. The Mayor and Deputy Mayor continue to be elected at-large.

The rules associated with Section 217 of the *Municipal Act, 2001*, giving municipalities the authority to change the composition of their council, does not specifically provide for an appeal. However, given By-law No. 2017-23 is dependent on the ward boundary changes under By-law No. 2017-23, it would be appealable to the OMB.

In the event Option 3B\*\* is reconsidered, a motion for reconsideration of a question which has been decided upon, but not acted upon, may be made at any time by a Member who voted thereon. A motion to reconsider will be carried by a two-thirds (2/3) majority of the Members [5 Members] present and voting. All Members were present at the March 28, 2017 meeting of Council.

Any changes that may be decided upon to Option 3B\*\* would necessitate revisions to By-law No. 2017-22, as presented on the May 9 Regular Meeting Agenda, and referral back to the Clerk. Adoption of By-law No. 2017-23 is dependent upon the adoption of By-law No. 2017-22.

Revisions and referral of By-law No. 2017-22 to the Clerk at the May 9 Regular Meeting would adjust the above-described notice and appeal timelines. If adopted at the May 23 Regular Meeting of Council the notice and appeal timelines would be as follows:

Notice - Essex Free Press & Shoreline Week	- Thursday, June 1 and Friday, June 2, respectively
Last day to Appeal By-law No. 2017-22	- Monday, July 17, 2017

## **CONSULTATIONS**

Chief Administrative Officer  
 Director Planning & Building Services

## **FINANCIAL IMPLICATIONS**

The cost of providing notice of the adoption of By-law Nos. 2017-22 and 2017-23 has been included in the 2017 Budget.

In the event the By-laws are appealed to the OMB, legal and consultant costs will be incurred to defend the matter.

## **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 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:

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Laura Moy, Dipl. M.M, CMM III HR Professional  
Director Corporate Services & Clerk

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

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## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department  
Report No. 09/17

**TO:** Mayor and Members of Town Council

**FROM:** Paul Anthony, Director, Parks & Recreation Services

**DATE OF REPORT:** April 21, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Riverside Drive & Kensington Blvd Corner Redevelopment Project  
And Naming Request

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### **RECOMMENDATIONS**

It is recommended that:

1. The request to name the Riverside Drive & Kensington Blvd corner the “Michael Rohrer Boulevard” be approved.

### **BACKGROUND**

At the December 13, 2016 Regular Meeting of Council, the members considered Parks & Recreation Services Report # 30/16, Parks Five (5) year Capital Projects, and passed motion (RCM-433/16).

One of the approved capital projects in this report was the refurbishing of the existing corner of Riverside Drive and Kensington Blvd with a budget of \$30,000. The proposal was to remove the existing infrastructure, consisting of two park benches, one trash container, a paved pathway and a light post, and replace them with new infrastructure, along with introducing low maintenance garden beds that would provide a better look to the area. A concept drawing is attached for reference.

Members of the late Councillor Mike Rohrer’s family had approached Administration about possible options the Town may have to honour Mike’s life and memory.

### **COMMENTS**

As a result of the family’s request, discussions were held and a number of possibilities were reviewed. As the Rohrer family home is located on Kensington Blvd, and Mike was a long standing member of Beach Grove Golf and Country Club, a fitting tribute to the late Councillor Rohrer would be to name this area after him.

As the refurbishing project included the removal of the existing paved pathway leading from the Riverside Drive Pathway to Kensington Blvd, to be replaced with a concrete pathway, it was determined that the naming would reflect not only the enhanced area but the new walkway as well.

The family has provided Administration with their preferred name: Michael Rohrer Boulevard.

This area located on the southeast corner of Riverside Drive & Kensington Blvd is currently not named, therefore the recommendation is to dedicate and name this area “Michael Rohrer Boulevard”.

## **CONSULTATIONS**

Chief Administrative Officer  
Financial Services  
Corporate Services  
Rohrer Family

## **FINANCIAL IMPLICATIONS**

The Parks & Recreation Department’s Five (5) Year Capital Projects budget for the redevelopment of the Riverside Drive & Kensington Blvd corner has been previously approved by Council in an amount not to exceed \$30,000.

As such, there will not be any further financial implications above the approved budget for this project, as a result of this request.

## **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:

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Paul Anthony R.R.F.A.  
Director Parks & Recreation Services

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

1. Concept Drawing

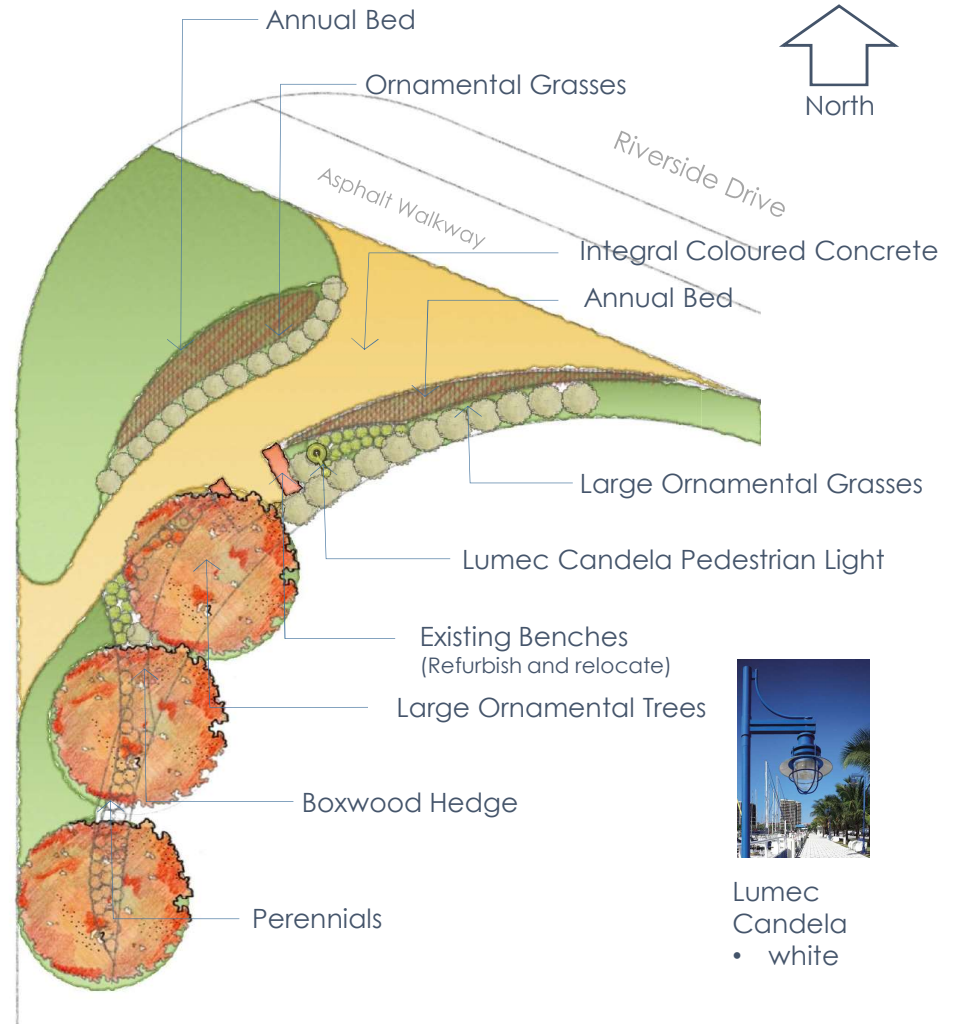
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### Kensington Corner

Opinion of Cost				20-Sep-16
Demolition				
Remove Light Std.	1 ea.	\$	850.00	
Remove and replace benches	2 ea.	\$	600.00	
Remove Asphalt	740 SF	2 \$	1,480.00	
New Work				
Light Std.	1 ea.	5500 \$	5,500.00	
Bench (refurbish)	2 ea.	450 \$	900.00	
Integral Coloured Concrete	810 SF	10 \$	8,100.00	
Topsoil	10 Cu Yd.	60 \$	580.00	
Edging	166 LF	3 \$	498.00	
Small Ornamental Grass	116 ea.	15 \$	1,740.00	
Large Ornamental Grass	39 ea.	25 \$	975.00	
Annuals	100 SF	2.5 \$	250.00	
Ornamental Trees	3 ea.	400 \$	1,200.00	
Turf	820 SF	3.5 \$	2,870.00	
mulch	6 Cu Yd.	60 \$	360.00	
Option				
Irrigation (verify source)	1 LS	1200 \$	1,200.00	
		\$	27,103.00	
	Contingency (10%)		2710.30	
	Opinion of Cost	\$	29,813	

Kensington Blvd.



Lumec Candela  
• white



## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 12/17

**TO:** Mayor and Members of Council

**FROM:** Chad Jeffery, MCIP, RPP  
Manager Planning

**DATE OF REPORT:** April 28, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Site Plan Control Agreement  
V.A.C. Management Inc. and D.C. Management Inc.  
1415 Lesperance Road  
OUR FILES: D11 1415LES / D19 1415LES

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### **RECOMMENDATIONS:**

It is recommended that:

1. Third and final reading of Zoning By-law Amendment (By-law 2016-76), be given.
2. A by-law authorizing the execution of the *V.A.C. Management Inc. and D.C. Management Inc.* site plan control agreement, satisfactory in for to the Town's Solicitor, which has been executed by the Owner and allows for a commercial development consisting of a one storey, 228.5 square metre (2,459 square foot) office building on a 971.5 square metre (10,458 square foot) property located on the west side of Lesperance Road (1415 Lesperance Road), 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 posting security for performance pursuant to paragraph 6.1 of the agreement;
  - ii) the Owner providing the construction lien deposit pursuant to paragraph 6.3 of the agreement; and
  - iii) Zoning By-law Amendment (By-law 2106-76) coming into full force and effect in accordance with the provisions of the *Planning Act*.
3. The Mayor and Clerk be authorized to execute the site plan 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 agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the site plan agreement.

## **BACKGROUND:**

On September 13, 2016, Council held a public meeting in accordance with *The Planning Act* to hear comments on a proposed application to amend the Tecumseh Zoning By-law to permit the reconstruction of a 228.5 square metre (2,459 square foot) general/professional office building on a 971.5 square metre (10,458 square foot) property located on the west side of Lesperance Road (1415 Lesperance Road), approximately 27 metres south of its intersection with Arbour Street (see Attachment 1). The subject property is currently vacant. A 200 square metre (2,152 square foot), one-storey general/professional office building previously occupied the property (demolished in 2015).

The current zoning permits either a single-unit residential dwelling on the property or a general/professional office. However, the office use is currently restricted to operating from the “existing building” which has since been demolished. The proposed zoning by-law amendment rezones the property into a site-specific zone, from “Residential Type Two Zone (R2-3)” to “Residential Type Two Zone (R2-25)”, that will continue to permit either a single-unit residential dwelling or a general/professional office. The nuance to the proposed R2-25 zone is that the restriction of the “*existing buildings and structures*” regulation will be removed. In addition, the proposed R2-25 zone establishes additional site-specific regulations related to yard widths (building setbacks), parking and landscaped buffer requirements. No other commercial uses, other than a general/professional office will be permitted on the subject property.

Issues raised at the public meeting were summarized and addressed by Administration by way of Planning and Building Services Report 31-16, which was received by Council on October 25, 2016. The report also noted that some of the issues (ie. building façade, roof design, site layout, stormwater management, etc.) would be addressed through the required site plan control approval process.

In accordance with the recommendation of Planning and Building Services Report 31-16, Zoning By-law Amendment (By-law 2016-76), was given first and second readings by Council on October 25, 2017. Third and final reading of the By-law was recommended to be given upon the property Owner entering into a site plan control agreement with the Town that would facilitate the development of the lands in accordance with design issues identified at the public meeting and the architectural renderings presented to Council by way of the aforementioned report.

Based on the foregoing, an application for site plan control agreement has now been submitted for the subject property. The proposed site plan and front façade elevation/rendering drawings (see Attachments 2 and 3 respectively) depict the following:

- i. The aforementioned 228.5 square metre (2,459 square foot) new office building. The minimum yard provisions for the new building will be similar to those that applied to the former office building that occupied the property and will be generally in line with existing residential dwellings that abut to the north and south;
- ii. The building design is the same as that which was provided at the time Council gave first and second reading to the Zoning By-law Amendment (By-law 2016-76). More particularly, it includes additional window openings along the front wall (along Lesperance Road) and the repositioning of the building’s entrance from the side of the building to the front. In addition, a pitched-style roof (rather than the originally proposed flat roof) has been

incorporated into the design of the building. All of these design elements will allow the new office to have a more “residential” appearance (identified as an issue at the public meeting);

- iii. A 3.5 metre landscaped buffer along the rear lot line and a 0.9 metre landscaped buffer along the southerly side lot line;
- iv. Nine regular parking spaces and one barrier-free parking space located to the rear of the office building;
- v. A 1.8-metre (6-foot) vinyl privacy fence along the rear and side lot lines;
- vi. A concrete sidewalk along the perimeter of the building that will provide pedestrian access from the parking lot to the building and link to the municipal sidewalk on Lesperance Road;
- vii. Air conditioning units have been located within the attic portion of the building. This will ensure that no air conditioning units are located within the side yard of the property abutting the neighbouring residential dwellings (identified as an issue at the public meeting); and
- viii. On-site management of stormwater quality and quantity in such a manner that there is no impact to abutting properties.

## **COMMENTS:**

### **Site Plan Control**

The applicant and his consultants have worked very closely with Town Administration in finalizing the site plan design for this redevelopment. The design takes into account the abutting residential areas, along with issues that were identified at the public meeting. The location and layout of the building, new landscaped areas, parking area and other associated site design components are of a sound design and supported by Town Administration.

### **Zoning By-law Amendment**

As noted, Council gave first and second reading to Zoning By-law Amendment 2016-76. Upon third and final reading, the “Residential Type Two Zone (R2-25)” will come into effect. The proposed site plan complies with the requirements of the R2-25 zone. In order to expedite third and final reading of this by-law, the Owner has already signed the attached site plan control agreement. It is therefore prudent for Council to now give third and final reading to By-law 2016-76. Notice of Adoption of this Zoning By-law Amendment will then be given in accordance with the provisions of the *Planning Act*.

### **Servicing**

The proposed development will be on full municipal services (sanitary, water and stormwater drainage). All municipal connections are proposed from Lesperance Road. Stormwater will be managed through on-site stormwater management works that will outlet to the existing stormwater sewer located on the Lesperance Road. The applicant has been advised that approval of a Stormwater Management Report to the satisfaction of the Town (and ERCA if required) will be a requirement of the agreement. Public Works and Environmental Services has advised that it has no concerns with the proposed development.

### **Summary**

In summary, it is the opinion of the writer, along with Town Administration, that the concerns/issues raised by those in attendance at the public meeting have been adequately addressed in the site plan control agreement. The proposed site plan control agreement will result in appropriate development and is compatible with the residential character of the surrounding lands and is based on sound land use planning principles.

Town Administration has reviewed the proposed site plan and is prepared to recommend approval of the site plan agreement and attached drawings. Wolf Hooker Law Firm (Town Solicitor) has drafted the attached corresponding agreement (see Attachment 4, with site plan drawing, site service drawing and elevation plan drawing attached thereto as Schedules B, C and D respectively) which facilitates the redevelopment of 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:

Director Public Works & Environmental Services  
Manager Engineering Services  
Fire Chief

### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

## **LINK TO STRATEGIC PRIORITIES:**

No.	2017-18 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:

Prepared by:

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

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Chad Jeffery, MA, MCIP, RPP  
Manager Planning

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

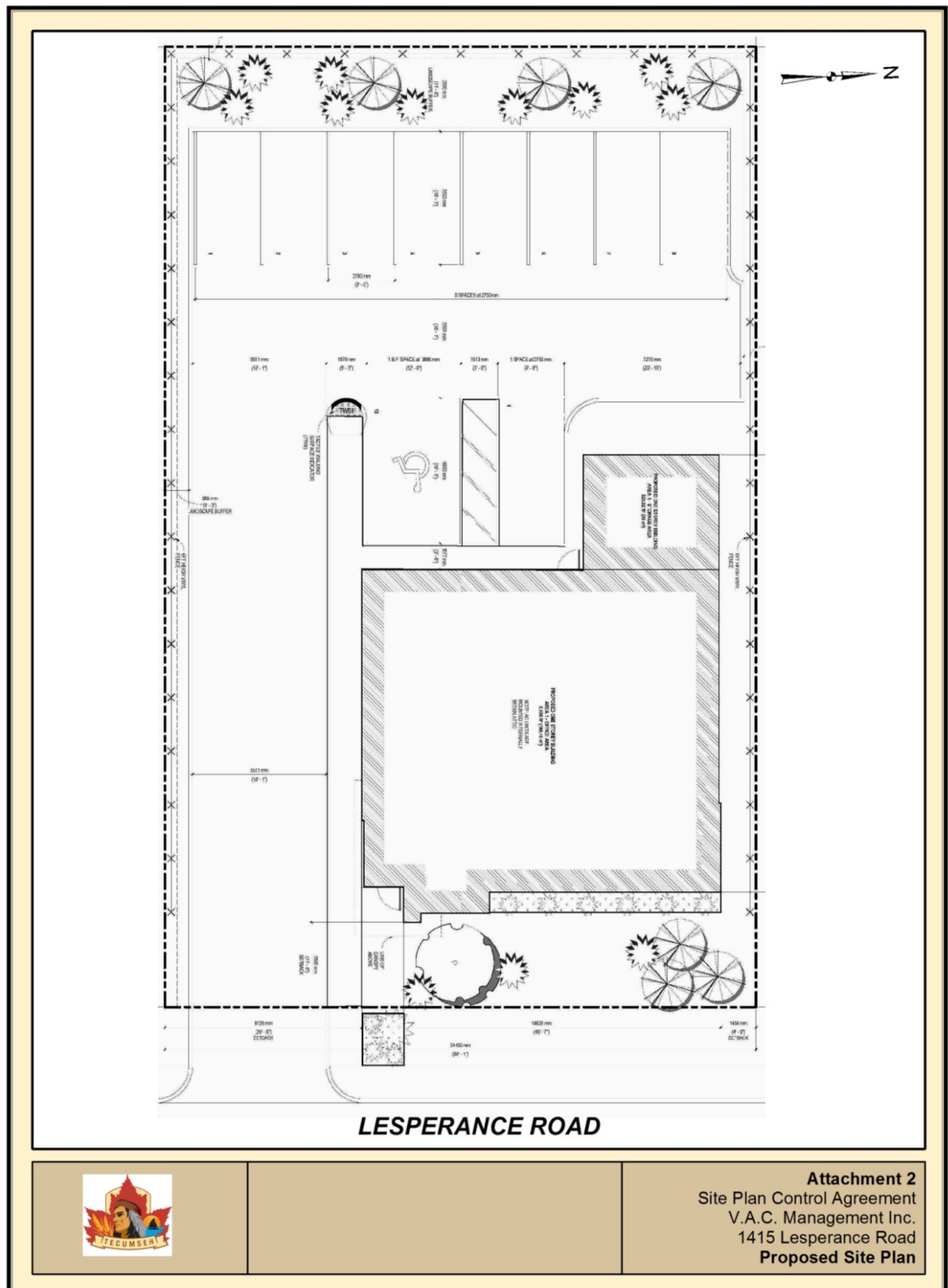
CJ/ed

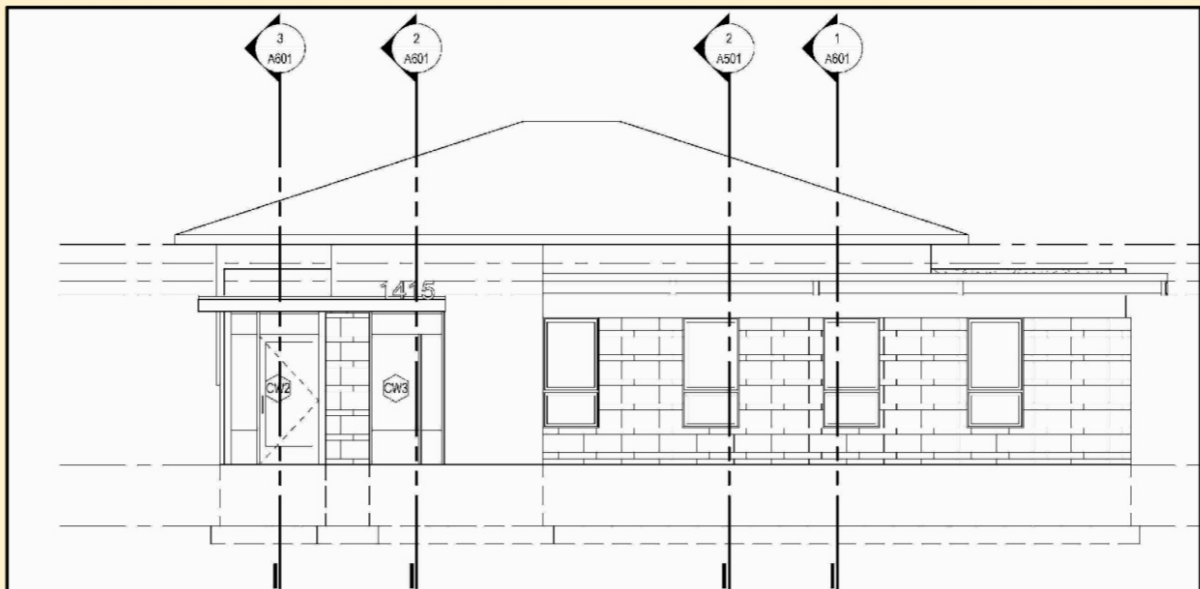
Attachment(s):

1. Location Map
2. Proposed Site Plan, Detail View
3. Proposed Front Façade Elevation/Rendering
4. Site Plan Control Agreement

File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning Report 12-17 - D11 1415LES - 1415 Lesperance Road, VAC Management Inc. Site Plan Control Agreement.docx)







**FRONT ELEVATION FROM LESPERANCE ROAD**



**FRONT ARCHITECTURAL RENDERING  
 FROM LESPERANCE ROAD**



**Attachment 3**  
 Site Plan Control Agreement  
 V.A.C. Management Inc.  
 1415 Lesperance Road  
**Proposed Front Elevation/Rendering**

**Attachment 4**  
Site Plan Control Agreement  
V.A.C. Management Inc.  
1415 Lesperance Road  
**Site Plan Control Agreement**

**SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**V.A.C. Management Inc. and D.C. Management Inc.**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**  
Barristers & Solicitors  
72 Talbot Street North, Suite 100  
Essex, Ontario  
N8M 1A2

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**SITE PLAN CONTROL 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 "**Municipality**" or "**Town**"

**OF THE FIRST PART**

-and-

***V.A.C. MANAGEMENT INC. and D.C. MANAGEMENT INC.***  
hereinafter called the "**Owner**"

**OF THE SECOND PART**

**HEREINAFTER** collectively referred to as the "**Parties**"

***RECITALS***

**WHEREAS** the Owners, own certain lands situated within the corporate limits of the Municipality, said lands being more particularly described in Schedule "A" hereto (the "Lands");

**AND WHEREAS** the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

**AND WHEREAS** where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

**AND WHEREAS** as a condition of agreeing to development, the Municipality has requested the Owner enter into a Site Plan Agreement;

**AND WHEREAS** the Owner covenants and agrees to develop the Lands in accordance with this agreement;

**AND WHEREAS** a prior Owner and the Municipality executed a prior site plan control agreement registered on title to the Lands as R1192775 on March 23, 1992 (herein "the Prior Agreement") which agreement will be released as part of the provisions of this Agreement;

**AND WHEREAS** the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality as of the date of this Agreement subject to third and final reading of By-law 2016-76 amending Tecumseh Zoning By-law 1746 to occur following the Owner's execution of this agreement and prior to the Municipality having executed this Agreement;

**WITNESSETH** that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

## ***ARTICLE I***

### ***MUNICIPALITY CONSULTANTS***

#### **1.1 MUNICIPALITY TO RETAIN**

In addition to persons in the employ of the Municipality, the Municipality shall retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the “Municipality’s Engineer”), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;
- b) the Municipality’s solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

## ***ARTICLE 2***

### ***THE OWNER AGREES***

#### **2.1 OWNER AGREES**

The Owners jointly and severally make the following covenants, all of which shall be carried out at the Owner's expense:

##### **2.1.1 Owner to Provide**

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached site plan set out in Schedule "B" (the Site Plan), Schedule “C” (the Site Services Plan) and Schedule “D” (the Elevation Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

##### **2.1.2 Construction and Maintenance**

The Owners agree that the development of the Lands shall be constructed and forever maintained in accordance with the Site Plan and Site Services Plan;

##### **2.1.3 The Development**

The owners shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement.

##### **2.1.4 Plans**

###### **2.1.4.1 Criteria**

All plans, construction, installation, facilities and works shall be completed in accordance with:

- a) Sound engineering practice;
- b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment and Energy, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA);
- c) Such criteria as approved by Council of the Municipality.

#### 2.1.4.2 Preparation of Plans

The Owner shall, at its own expense and prior to issuance of a building permit:

- a) prepare the Site Plan delineating the Owner's plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfil this condition have been prepared and approved, and are attached hereto as Schedule "B" and "C", respectively;
- b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and
- c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

#### 2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the subject lands for their approval prior to the issuance of any building permits. The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

- (a) Prior to the pouring of footings (top of forms elevation); and
- (b) Following completion of construction;

Where the finished grade of lot deviates from the original lot grading plan presented to and accepted by the Municipality's Chief Building Official and/or ERCA, the Owner shall either submit a new lot grading plan to the satisfaction of the Municipality's Chief Building Official and/or ERCA or regrade the lands to the elevations indicated on the original lot grading plan.

#### 2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the subject lands all in accordance with a Drainage Plan and the Engineering Data. Drainage facilities and requirements shall be constructed and installed contemporaneously with the construction of the development. The Owner shall supply, construct or install all facilities and works necessary to connect the Owner's drainage system to the Municipality's storm sewer system, and shall pay to the Municipality any connection charges associated therewith.

#### 2.1.4.5 Landscaping

The Owner shall landscape the subject lands all in accordance with the Site Plan and Site Services Plan. The Owner further agrees to maintain such landscaping for so long as the buildings exist on the lands. Any topsoil removed from the subject lands during grading operations shall be stockpiled thereon in areas compatible for the reception of the same and the Owner covenants and agrees that it will not remove such topsoil from the boundaries of the lands without the approval of the Municipality. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction of the Municipality. Alternatively, the Owner, at its sole risk and expense, shall move such topsoil to such area within the Municipality as may be designated by the Municipality or, in the further alternative, the Owner shall, after receiving permission from the Municipality, at its sole risk and expense, remove such topsoil out from within the boundaries of the Municipality.

#### 2.1.4.6 Reference Plan

The Owner, at the Owner's expense, shall engage a registered Ontario Land Surveyor to prepare, submit and register a Reference Plan, which must delineate the all of the Lands. The Owner, at the Owner's expense, shall initially provide Two (2) copies and (1) diskette of the Plan. All files are to be projected to North American Datum (NAD 83) UTM Zone 17 Geographic Coordinate System. The Owner at the Owner's expense shall provide additional copies of the subdivision plan in the required format upon the request of the Town. Any additional Reference Plans required to describe any portion of the Lands for which an interest (in fee simple or otherwise) is to be conveyed by the Owner shall be prepared, registered and copies supplied to the Municipality in the manner indicated above and at the expense of the Owner.

#### 2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “D”. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

#### 2.1.5 Engineer

The Owner shall employ at its expense a Consulting Engineer to:

- a) Design and submit drawings with respect to all services required (herein “the Engineering Data”).
- b) Visit the site as required by the Municipality and inspect all services, etc.
- c) Submit to the Municipality (and all other authority having jurisdiction) "as-built" details and elevations.

#### 2.1.6 Services

##### 2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 and amendments thereto, and to the satisfaction of the Municipality's Engineer.

##### 2.1.6.2 Sanitary Sewers

The Owner, at its own expense, shall supply, construct or install all sanitary sewer connections necessary to service the site all in accordance with the Engineering Data. No work shall be carried out until the Engineering Data has been approved by the Town.

##### 2.1.6.3 Water Services

The Owner, at its own expense, shall supply, construct or install all water connections necessary to supply water to the site all in accordance with the Engineering Data. No such work shall be carried out until the Engineering Data has been approved by the Town. Remote registry water meters shall be installed as specified by the Town. All costs of connecting water services to existing services shall be borne by the Owner.

##### 2.1.6.4 Electrical Services

All hydro services shall be underground. The Owner, at its expense, shall supply, construct or install all underground hydro services in the manner, location and design depicted in the Engineering Data but subject to the manner, design and specifications established from time to time by Ontario Hydro and the Essex Power Corporation for such services. All costs of connecting hydro services to existing services shall be borne by the Owner.

##### 2.1.6.5 Underground Telephone and Gas

The Owner shall ensure that all Bell Canada and Union Gas Company installations shall be underground.

##### 2.1.6.6 Notification and Permits

The owner hereby agrees to notify all local, Provincial or Federal authorities having jurisdiction as to its proposed development, and to obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction with respect thereto.

##### 2.1.6.7 Co-ordination of Services

The Owner shall be responsible for co-ordinating the installation of all facilities and works including without limitation the services to be installed by Bell Canada and Union Gas Company. The Municipality will send to the Owner's engineer all plans of installations received from time to time from Bell Canada and Union Gas Company.

#### 2.1.7 Traffic Signs

The Owner shall provide, install and maintain suitable traffic direction and information signs, all in accordance with The Highway Traffic Act of Ontario, R.S.O. 1990, c.H.8 and amendments thereto, and The Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50 and amendments thereto, to the satisfaction of the Municipality. The Owner shall provide, install and

maintain suitable traffic direction and information signs painted or otherwise marked on the surface of the parking area and driveway approaches, all to the satisfaction of the Municipality.

#### 2.1.8 Entrances

The Owner hereby agrees to construct and install all entrances, driveways, and curbing to the satisfaction of the Municipality and the County of Essex Road Department if applicable; and further agrees that the same shall be barrier free. The Owner shall maintain all entrances and driveways on the Lands to the satisfaction of the Municipality and the County of Essex Road Department if applicable. Any driveway approaches which become redundant following the development of shall be closed and the area restored to the satisfaction of the Municipality.

#### 2.1.9 Repair

The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Municipality. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Municipality shall correct deficiencies in the state of repair within ten (10) days thereof.

#### 2.1.10 Dirt and Debris

The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction of the subject lands, and to provide reasonable dust control for the site and adjacent municipal streets during the course of construction.

#### 2.1.11 Address Sign

The municipal address of the building shall be provided in a prominent location on the site and shall be designed to be easily readable from the adjacent street(s).

#### 2.1.12 Environmental Laws

The Owner shall at all times in connection with the development and the implementation of this agreement comply fully with all environmental laws.

#### 2.1.13 Noise By-Laws

The owner shall at all times insure that the provisions of the noise by-law for the Municipality be strictly adhered to.

#### 2.1.14 Local Improvements / Drainage Act

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.

#### 2.1.15 Parking, Driveways and Loading Areas

The Owner at its own expense shall provide parking driveways and loading areas in accordance with the Site Plan and/or the Site Services Plan. All such areas shall be paved with asphalt or concrete. All handicapped parking areas shall be identified with signage and logos to the satisfaction of the Municipality and identified as such using the then-current form available from the Office of the Clerk of the Municipality.

#### 2.1.16 Snow Removal

The Owner, and not the Municipality, shall be responsible for keeping the parking and access areas free and clear of all snow and ice regardless of who owns those improvements or the lands upon which they are situated. No snow or ice from the subject lands shall be deposited on any municipal streets.

#### 2.1.17 External Lighting

The Owner shall erect exterior lighting on the subject lands as depicted in the Site Plan and/or the Site Services Plan all in accordance with the Engineering Data. The Owner shall not erect any exterior lighting on the subject lands, other than that provided for in the Engineering Data or depicted in the Site Plan, unless the consent therefor is first had and obtained from the Municipality. The Owner further agrees that all lighting of the said lands shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and residential properties.

Should the Municipality, in its sole discretion determine that the lighting of the said lands has an adverse impact on the adjacent roadways or residential properties, then the Owner shall take all necessary measures to correct the adverse impact to the satisfaction of the Municipality. Measures to reduce the impact may include but shall not be limited to, the relocation of the lighting fixtures, the shielding of the lighting fixtures, the replacement of the lighting fixtures, replacing the lamps with lamps of lower intensity, reducing the time period when the lighting is activated or the removal of the lighting fixture.

#### 2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule "B" and/or Schedule "C", and are consistent with the Town's Sign Bylaw or which are otherwise required by applicable law.

#### 2.1.19 Refuse Collection

The Owner agrees to provide on-site facilities for refuse collection. Such facilities shall be screened from view in accordance with the requirements of the Municipality. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

### ***ARTICLE 3 TIMING***

#### **3.1 CONDITIONS**

##### 3.1.1 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 6.1;
- b) Construction lien deposit pursuant to Paragraph 6.3;

##### 3.1.2 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) Workers' Compensation Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;

- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

### 3.1.3 Final Reading of Zoning By-Law Amendment Number 2016-76

The Owner acknowledges that:

- a) upon the Owner executing this Agreement, administration for the Municipality will move forward with the third and final reading of and adoption by Council of By-law 2016-76 amending Tecumseh Zoning By-law 1746 (herein “the Zoning Amendment”); and
- b) the Zoning Amendment is required to accommodate the uses and development contemplated by this Agreement.

Prior to the Municipality executing this Agreement, the Zoning Amendment must be finalized by third and final reading of By-law 2016-76 and By-law 2016-76 coming into full force and effect in accordance with the Planning Act. In the event of an appeal of By-law 2016-76 to the Ontario Municipal Board, the Owner understands that the Town will not be in a position to execute the Agreement pending the outcome of any Hearing. Execution by the Municipality of this Agreement and its registration on title shall constitute sufficient evidence that the Zoning Amendment was adopted and finalized.

## **3.2 BUFFER AREA**

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedule “B” and “C” within SIX (6) months of commencement of construction as determined by the Chief Building Official.

## **3.3 COMPLETION**

The Owners agree to fulfill 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.

# ***ARTICLE 4 PAYMENTS***

## **4.1 COSTS**

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.

## **4.2 DEVELOPMENT CHARGES**

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

# ***ARTICLE 5 CONVEYANCES***

## **5.1 EASEMENTS**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermain, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance.

## **5.2 ROAD WIDENING**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening. If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

## ***ARTICLE 6*** ***SECURITY***

### **6.1 PERFORMANCE**

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 10,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond)

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.2 RELEASE OF SECURITY**

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

### **6.3 CONSTRUCTION LIENS**

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 6.1 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.

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.4 INDEMNITY AND INSURANCE**

The Owner shall indemnify and save harmless the Municipality, and the Essex Power Corporation, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Municipality's solicitor wherein the Owner, the Municipality, and the Essex Power Corporation, shall be insured as principals

against such liability to the limits approved. The Owner shall provide the Municipality with a certified copy of such policy prior to the commencement of construction of any of the facilities and works referred to herein.

## ***ARTICLE 7***

### ***DEFAULT***

#### **7.1 STOP WORK**

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.

#### **7.2 MUNICIPALITY MAY COMPLETE**

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 authorises 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.

## ***ARTICLE 8***

### ***REGISTRATION AND CONSENTS***

#### **8.1 REGISTRATION AND ENFORCEMENT**

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may 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.

#### **8.2 CONSENT**

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.

#### **8.3 MORTGAGEES**

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

#### **8.4 RELEASE OF PRIOR SITE PLAN AGREEMENT**

The parties agree hereby release each other from the obligations and provisions of the Prior Agreement and it shall be of no force and effect. The Owners may apply to delete notice of the agreement from title to the Lands without further consent, authorization or direction from the Municipality.

### ***ARTICLE 9 MISCELLANEOUS***

#### **9.1 COMMUNICATION**

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:  
11825 Tecumseh Rd., Tecumseh, Ontario N8N 1L8

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“**Business Day**” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

#### **9.2 TIME OF ESSENCE**

Time shall be of the essence of this Agreement and of every part thereof.

#### **9.3 WAIVER**

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

#### **9.4 FURTHER ASSURANCES**

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

#### **9.5 HEADINGS**

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

## **9.6 SUCCESSORS AND ASSIGNS**

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## **9.7 GENDER**

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

## **9.8 SEVERABILITY**

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

## **9.9 ENTIRE AGREEMENT**

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

## **9.10 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

## **9.11 JURISDICTION**

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

## **9.12 ASSIGNMENT**

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

## **9.13 TRUE COPY**

All of the parties hereto acknowledge having received a true copy of this document.

## **9.14 SCHEDULES**

Those Schedules marked as Schedules “B”, “C” and “D” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

#### **9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

See next page for signing...

**9.16 INDEPENDENT LEGAL ADVICE**

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

}

**THE CORPORATION OF THE TOWN**

**OF TECUMSEH**

}

Per: \_\_\_\_\_

**Gary McNamara – MAYOR**

}

}

}

\_\_\_\_\_

**Laura Moy - CLERK**

}

}

}

**V.A.C. MANAGEMENT INC. and**

**D.C. MANAGEMENT INC.**

}

}

Per: \_\_\_\_\_

**Dianne Cardella**

Authorized Signing Officer

}

}

\_\_\_\_\_

**Vince Cardella**

Authorized Signing Officer

"We have authority to bind the Corporation"

}

**SCHEDULE "A"**  
**THE LANDS**

**PIN:** 01567-0464

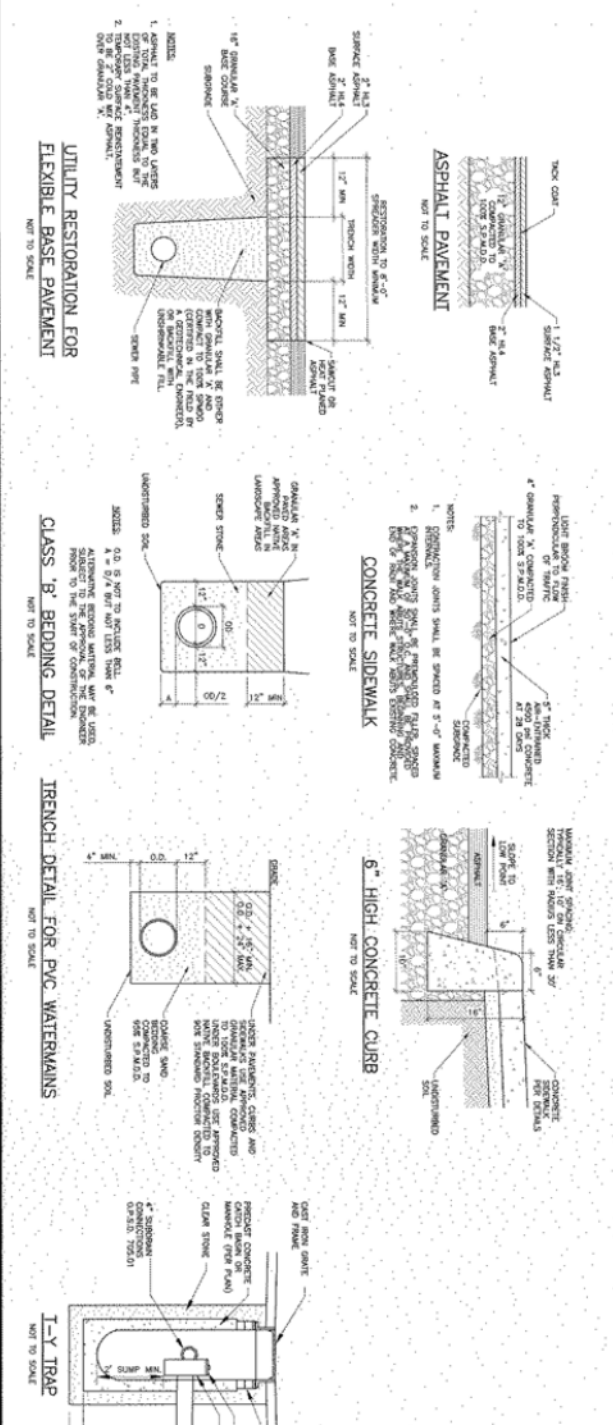
**LEGAL DESCRIPTION:** Lot 3 and 4 on Plan 1194 Tecumseh

**ADDRESS:** 1415 Lesperance Rd., Tecumseh, ON



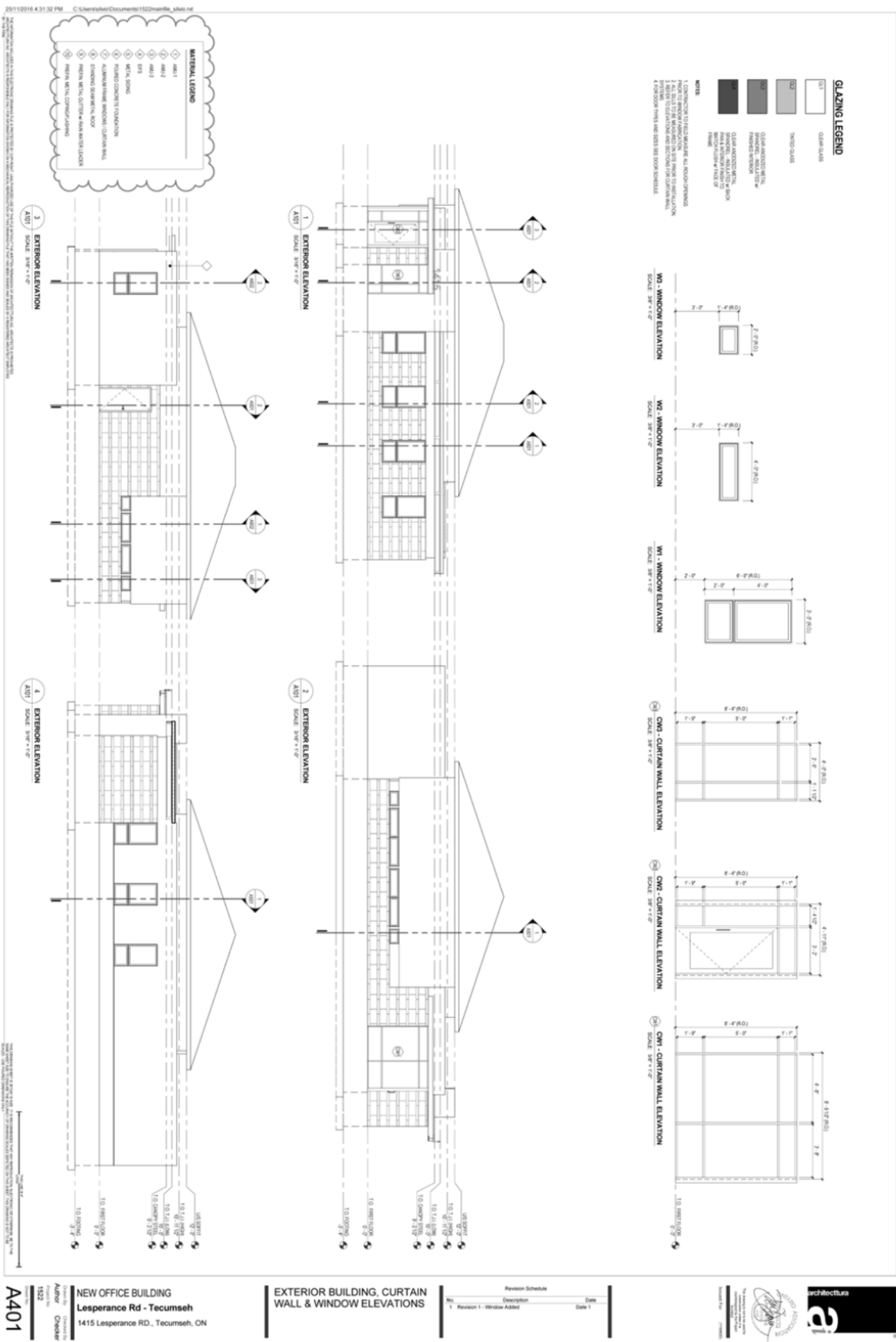


**HADDAD MORGAN  
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## SCHEDULE "D"

### ELEVATION PLAN





## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 14/17

**TO:** Mayor and Members of Council

**FROM:** Chad Jeffery, MA, MCIP, RPP  
Manager Planning

**DATE:** May 3, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Official Plan and Zoning By-Law Amendments  
2253246 Ontario Inc. (Mr. Carl Bernat)  
11957 Tecumseh Road  
OUR FILE: D19 BERNAT

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It is recommended that:

1. A by-law having the effect of amending the Tecumseh Official Plan land use designations 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, by establishing new site-specific policies in the “Residential” and “General Commercial” designations, in order 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 adopted; and
2. A by-law having the effect of amending the Tecumseh Zoning By-law 1746 zoning 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, “General Commercial Zone (C3)” to a new site-specific “General Commercial Zone (C3-13)”, in order 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 adopted.

### **BACKGROUND:**

On March 28, 2017, Council held a public meeting in accordance with *The Planning Act* to hear comments from the public and interested stakeholders on proposed applications to amend the Tecumseh Official Plan and Zoning By-law to facilitate the development of a five-storey apartment building consisting of 43 residential dwelling units and one live-work unit on 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 (see Attachment 1).

The purpose of this Report is to summarize the nature of the comments received at the public meeting and recommend a course of action with respect to the proposed Official Plan and Zoning By-law amendment applications.

## **COMMENTS:**

Comments received by those in attendance at the March 28, 2017 public meeting were primarily supportive of the proposed development, however, one concern was raised by the solicitor representing the owner of the property that abuts to the west of the subject property. Specifically, the concern was that the design/layout of the proposed development may hinder the development potential of his clients' property. It was noted that the owners of the abutting property would like the ability to develop their lands with a residential use of similar size, scale and density as that which is being proposed by the current application. Accordingly, a request was made that the design of the proposed development take this into consideration.

Through discussions with the Owner and the solicitor for the owner of the lands to the west, it became apparent that the principle issue was one of access. It was determined that a mutual access would be necessary to most effectively develop both sites and to provide some form of connectivity to the lands to the south and west.

In order to facilitate a future potential common access, it is proposed that the easterly side yard width for the subject property be revised from 5 metres (16.4 feet) to 4.5 metres (14.8 feet). This proposed side yard width is in keeping with common minimum side yard provision in other municipal zoning by-laws for development of this nature in an urban context.

The reduction in the easterly side yard to 4.5 metres facilitates a 6.6 metre (21.6 foot) westerly side yard for the subject property. Within this 6.6 metre distance, a 5.5 metre (18 foot) access drive and 1.1 metre (3.6 foot) walkway can be accommodated to serve the subject property as a stand-alone development (i.e. independent of the development of the lands to the west).

In the event that development of a similar nature is proposed on the lands to the west, the revised easterly side yard of 4.5 metres and the additional westerly side yard depth will accommodate a common access drive having the following design parameters:

1. A 1.2-metre (4-foot) landscaped planting area abutting the residential buildings;
2. A 1.2-metre (4-foot) sidewalk immediately adjacent to the landscaped area; and
3. A 6.1-metre (20-foot) access driveway that would provide ingress and egress for both residential developments.

This conceptual mutual access cross section is depicted in Attachment 2. It should be noted that the majority of the mutual access (6.6 metres of the 10.9 metres) will be provided for on the Owner's property.

Through easements and/or rights-of-way secured through the requisite Plan of Condominium and Site Plan Control approval process, the mutual access will also provide pedestrian/cycling access to future development on the lands to the south and southwest of the subject property and facilitate the installation of municipal services which may be needed to those lands if development occurs on them in the future. These design considerations are established in the policies of the Tecumseh Road/Main Street Community Improvement Plan (CIP).

Based on all of the foregoing, it is the opinion of Administration that design issues identified by the abutting property owner can be addressed and that a development of similar size and scale can be

accommodated on the property to the immediate west. The proposed Official Plan and Zoning By-law amendments incorporate site-specific policies and provisions to accommodate the design of this potential mutual access without undermining the ability of the subject property to be developed independently from the abutting property to the west (i.e. as a stand-alone development).

### **Planning Analysis**

A detailed planning analysis addressing the policies contained within the Provincial Policy Statement, the County of Essex Official Plan and the Tecumseh Official Plan was provided by way of Planning and Building Services Report 02/17. This Report was received and reviewed by Council at its February 17, 2017 Regular Council Meeting and at the subsequent Public Meeting on March 28, 2017.

A summary of the aforementioned planning analysis is provided below:

#### **i) Provincial Policy Statement 2014 (PPS)**

It is appropriate and desirable for the Town to support and promote higher density development that results in compact built form and makes more efficient use of existing services while offering a range of housing forms/types to meet expected needs, such as those of the growing senior cohort of the Town's population. The PPS encourages and supports development on lands identified for urban growth in settlement areas. It also establishes that the Town should be supporting and promoting residential infill development that results in compact built form and makes more efficient use of existing services while offering a range of housing forms/types to meet expected demands. The PPS also supports the development of a broad range of housing types and tenures and encourages residential intensification within urban areas that have appropriate levels of municipal servicing.

In accordance with the foregoing policies, the proposed residential development is consistent with the PPS. The proposal provides an alternative form of housing type and at a density that provides for a more compact built form. The proposed development is also a means of achieving intensification in accordance with the definition contained in the PPS. The subject lands are also within the Tecumseh Transit system service area (i.e. within 400 metres or a five-minute walk of a bus stop) and directly front onto the Tecumseh Road Main Street district. Based on the foregoing, it is the opinion of the writer that the applications for the proposed residential development are consistent with the PPS.

#### **ii) County of Essex Official Plan**

Any amendment to a local official plan must be in conformity with the policy direction contained in the County of Essex Official Plan (County OP). The subject lands are within an identified settlement area of the County OP. The goals and policies of the County OP encourage a range of residential development within identified settlement areas such as the fully serviced urban areas of the Town of Tecumseh.

Accordingly, the proposed development conforms to the goals and policies of the County OP.

### **iii) Tecumseh Official Plan**

The Official Plan encourages a variety and varying densities of residential uses that can be appropriately integrated with the existing and proposed development pattern by meeting the applicable policies of the Plan.

The proposed residential development conforms to the residential objectives and land use policies of the Plan given that it provides for:

- a more balanced mix of housing types and tenures;
- appropriate small-scale infill type residential intensification activities; and
- a cost-effective and efficient use of existing municipal infrastructure and services.

Report No. 02/17 reviewed the issues in detail and concluded that this proposal adequately addresses the relevant policy considerations of the Official Plan and will be compatible with existing and potential future uses in the surrounding area.

### **Site Plan Control / Plan of Condominium**

As mentioned earlier in this Report and detailed in Report No. 02/17, the subject property is subject to Site Plan Control. Council approval of a site plan control agreement will be required prior to and development occurring. In addition, the Owner will be required to obtain Draft Plan of Condominium Approval from the County of Essex for the proposed condominium-ownership. The applicant has been advised of these requirements. Further public and Council involvement will be required for this approval process. The County has previously advised that in the absence of Council's adoption of the aforementioned Official Plan Amendment application, the Draft Plan of Condominium application would be considered premature. The County will commence the Draft Plan of Condominium Approval review process once Council adopts the requested Official Plan and Zoning By-law Amendments. Upon the commencement of the this process, the County will request that Council hold a public meeting on its behalf to solicit comments from interested stakeholders with respect to the proposed subdivision in accordance with the provisions of the Planning Act.

A more detailed review of the plan of condominium will be completed by way of a subsequent Planning Report once the applicant formally applies for Draft Plan of Condominium approval with the County of Essex and it becomes necessary to recommend appropriate conditions to the County prior to draft plan approval.

### **Conclusion**

In summary, it is the opinion of the writer, along with Town Administration, that the issue raised at the public meeting can be addressed through site-specific policy proposed by the Official Plan Amendment and site-specific zoning provisions proposed by the Zoning By-law Amendment. In addition, detailed site design issues, such as the ability to create a future mutual access and servicing corridor, will be addressed through the required Draft Plan of Condominium approval process and the associated Site Plan Control agreement that will be finalized and recommended for execution by Council at a future date.

On the basis of all of the foregoing, it is the opinion of the writer that the proposed Official Plan and Zoning By-law Amendments to allow residential development are consistent with the Provincial Policy Statement, conform to the County Official Plan and Tecumseh Official Plan policies and will result in appropriate development that is in keeping with the residential character of the surrounding lands and is based on sound land use planning principles.

Accordingly, Town Administration recommends that Council pass by-laws amending the Tecumseh Official Plan and the Tecumseh Zoning By-law 1746 permitting the redevelopment of the subject property for a five-storey apartment building consisting of 43 residential dwelling units and one live-work unit, be adopted.

### **CONSULTATIONS:**

This development application has been reviewed by:

Director Public Works and Environmental Services  
 Manager Engineering Services

### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

### **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 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.	

Planning and Building Services Report 14/17  
Official Plan and Zoning By-Law Amendments  
2253246 Ontario Inc. (Mr. Carl Bernat)  
11957 Tecumseh Road  
OUR FILE: D19 BERNAT  
May 9, 2017

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## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report 14/17  
Official Plan and Zoning By-Law Amendments  
2253246 Ontario Inc. (Mr. Carl Bernat)  
11957 Tecumseh Road  
OUR FILE: D19 BERNAT  
May 9, 2017

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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:

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

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Chad Jeffery, MA, MCIP, RPP  
Manager, Planning

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

CJH/ed

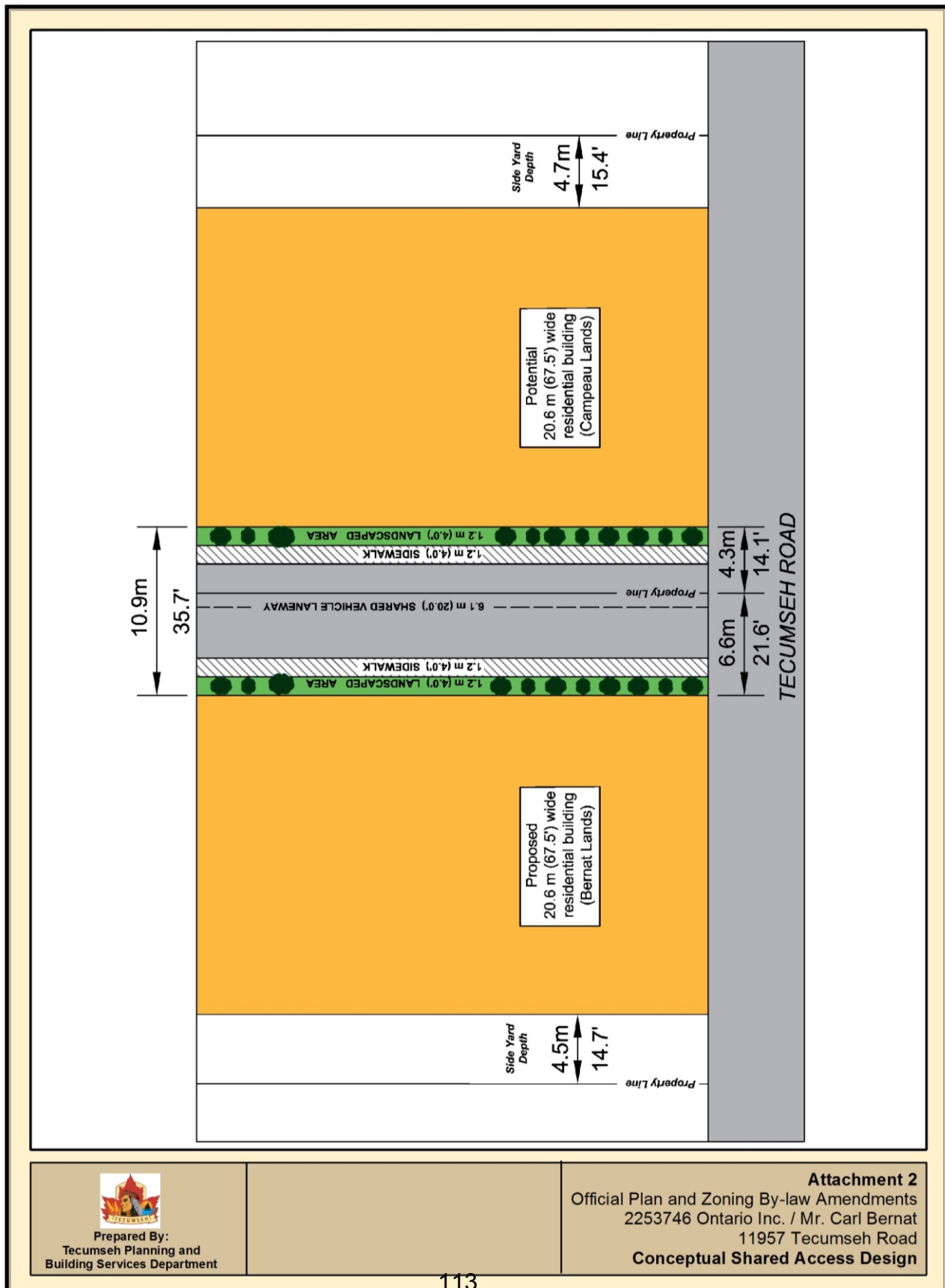
Attachments: 1. Property Location, with Draft Site Plan Overlay  
2. Conceptual Shared Access Design

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Public Meeting Issues Raised and Recommendation.docx

Planning and Building Services Report 14/17  
 Official Plan and Zoning By-Law Amendments  
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Planning and Building Services Report 14/17  
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 11957 Tecumseh Road  
 OUR FILE: D19 BERNAT  
 May 9, 2017





## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 15/17

**TO:** Mayor and Members of Council

**FROM:** Brian Hillman, MA, MCIP, RPP  
Director Planning & Building Services

and

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

**DATE:** May 1, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Sumatara Investments Limited  
Estates of Lakewood Park Residential Subdivision  
Issue of Sidewalks and On-Street Parking  
OUR FILE: D19SUM24 / D12SUM24

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It is recommended that:

1. Having regard to the design issues that have been brought to the attention of the Town, as summarized in Planning and Building Services Report No. 15/17, that all municipal sidewalks be constructed 1.8 metres from the back edge of curb on Hayes Avenue and Lakewood Crescent in the Estates of Lakewood Park Residential Subdivision; and that
2. All property owners be circulated an amendment form to sign given the location of the sidewalks referenced in the development agreement and this fully signed document would be registered on title.

### **BACKGROUND:**

In August of 2014, Council authorized the execution of the residential development agreement that approved the construction of the 99-lot Estates of Lakewood Park residential subdivision. Section 3.1.4.8 and Schedule "H" of the development agreement included specific requirements for the construction of sidewalks within the subdivision (see Attachment No. 1). Specifically, it required that the developer install sidewalks on both sides of Hayes Avenue and on one side of Lakewood Crescent (outer side of Lakewood Crescent). The development agreement identified that the sidewalk be offset 2.4 metres from the edge of curb and be constructed continuously and seamlessly through all driveways. In addition, Schedule "L" of the development agreement required that specific Notice be registered on title for all lots within the subdivision so that all purchasers of lots would be aware of this specific requirement. It is also noted that the entire development agreement was to be registered on the title of all lots in the development.

Subsequent to the execution of the development agreement, detailed engineering drawings for the sidewalk installation were prepared by the developer's engineer and a modification in the setback

location for the sidewalk was proposed for the sidewalk segments on the north and west sides of Hayes Avenue. At these segments, the sidewalk setback was adjusted to be 1.8 metres from the edge of curb (rather than staying at 2.4 metres except where there was a hydro transformer) due to a number of surface hydro transformers being located on these sides of the road and being in conflict with the trajectory of the proposed sidewalk. Although this did not result in a preferred boulevard width for tree plantings it was deemed an acceptable compromise. It is noted that one driveway has been installed and two others have been formed and the associated sidewalks poured on the north side of Hayes Avenue each of which include a sidewalk segment setback 1.8 metres from the back of curb. It is important to note that one of the important design features in this development is the planting of trees in the public boulevard (between edge of curb and sidewalk) as required by Schedule "H" of the development agreement. This planting is one of the outstanding obligations of the developer and is anticipated it may be undertaken in the fall or next spring.

On April 23, 2017, a petition signed by 12 households on the stretch of Hayes Avenue north of its intersection with Lakewood Crescent was presented to Administration and Council. This petition requested that the current requirement of sidewalks on both sides of Hayes Avenue be amended so that only one side of the street would have a sidewalk. Reasons noted to support this change were:

1. The ability to park four large vehicles on the driveway, without blocking the sidewalk;
2. A perceived limited amount of street parking;
3. Different sidewalk offsets (2.5 metres vs. 1.8 metres);
4. Narrow design of roadway.

In response to the petition, Council, at its April 25, 2017 RCM, directed that Administration attend an on-site meeting with the residents. This meeting was held at 3:00 pm on Friday April 28, 2017.

The matters that were dealt with at the on-site meeting included the issues raised by the petition, along with Town Administration comments related to walkability, pedestrian safety for all ages, *Accessibility for Ontarians with Disabilities Act* (AODA) requirements and the importance of trees that will be planted in the municipal right-of-way between the curb and sidewalk (i.e. for aesthetics, canopy/shading, barrier between vehicles and pedestrians on sidewalks). In summary, Administration focused on these design issues and how they are ultimately intended to result in a high quality and sustainable neighbourhood. In addition, the Mayor spoke to the issue of potential litigation if the Town were to remove one of the sidewalks when the development agreement currently requires one on each side of Hayes Avenue. Finally, the recommended location for on-street parking for one side of the road in the development was reviewed.

There was a stated understanding by those residents attending for the recommended on-street parking plan as well as an appreciation that there will ultimately be sidewalks on both sides of Hayes Avenue in this development. The final issue seemed to come down to a request that the sidewalk be separated from the back of curb the same distance on BOTH sides of Hayes Avenue. It was felt from the residents that this would result in a more balanced street design and would allow four larger vehicles to be parked on each driveway without interfering with the sidewalk, resulting in each lot accommodating six vehicles when taking the double garages into account.

## **COMMENTS:**

### **Sidewalks**

Administration has reflected carefully on this situation. It continues to be our professional opinion that the preferred design is for a 2.4 metre boulevard. This provides for an ideal separation of the sidewalk from the curb to safely accommodate pedestrians while providing an appropriate land area that can properly support and optimize the growth of trees in the boulevard. In addition, as was illustrated to Council at the time of considering this design, six cars can reasonably fit on the property (including two in the garage), granted two of the vehicles were assumed to be mid-size vehicles rather than full-size SUVs or minivans (see Attachment No. 2).

Having stated that, we acknowledge that the prior decision (subsequent to the execution of the development agreement) to shift the sidewalk on one side of the road to a 1.8 metre separation from the edge of curb will not only create an imbalance in the appearance of the final road cross-section, but it also to a certain extent creates an inequity between property owners on one side of the street versus the other in terms of the ease to park four vehicles on their respective driveways.

We have discussed with the Manager Parks and Horticulture the impact of a reduced 1.8 metre boulevard for the tree planting from that which is required by the development agreement. It was acknowledged that although this does not result in a preferred or optimal design, it is acceptable from a tree-planting and ultimately future tree-canopy perspective.

At the on-site meeting, a question arose as to whether there was sufficient distance between the as-built locations of the hydro transformers and the back of curb where sidewalks are proposed to be constructed. Measurements of the as-built locations of the hydro transformers were taken and they were found to be located between 3.35 metres and 3.58 metres from the back of the curb. A minimum of 3.30 metres is required to accommodate the construction of a 1.5 metre wide sidewalk setback 1.8 metre from the back of the curb. Accordingly, sufficient space exists between the as-built locations of the hydro transformers and the back of curb to construct the sidewalk 1.8 metres from the back of the curb. It is noted that three sidewalk segments through driveways have already been installed by homeowners on the north side of Hayes Avenue with a separation from the curb of 1.8 metres.

Accordingly, it is recommended that, given the specifics in this unique situation, the separation of the sidewalk from the edge of curb be reduced to 1.8 metres for both sides of Hayes Avenue in the Estates of Lakewood Park and further that this design parameter be applied to all sidewalks in this development. **It is not recommended to further reduce this separation as it would negatively affect the growth and longevity of the trees planted in this boulevard.** If Council concurs, Administration will design a new detail driveway/sidewalk specification to be used at the time driveways are constructed.

### **On-Street Parking**

Also at the on-site meeting, the residents in attendance were advised that on-street parking would be permitted on one side of Hayes Avenue and Lakewood Crescent. Allowing parking on one side of the street is standard practice on most local streets in the Town of Tecumseh where sufficient pavement width exists. The side of the street on which parking is to be permitted is usually determined using factors such as safety, maintenance issues, and opportunities to use existing

street poles to mount parking signage. As a result of the consideration of these factors, on-street parking is proposed to be permitted on the side of the street as illustrated on the attached figure entitled On Street Parking Layout (see Attachment No. 3).

### **CONSULTATIONS:**

Manager Parks and Horticulture

### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

### **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 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 & Building Services Report 15/17  
Sumatara Investments Limited  
Estates of Lakewood Park Residential Subdivision  
Issue of Sidewalks and On-Street Parking  
OUR FILE: D19SUM24 / D12SUM24  
May 9, 2017

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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:

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

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

Recommended by:

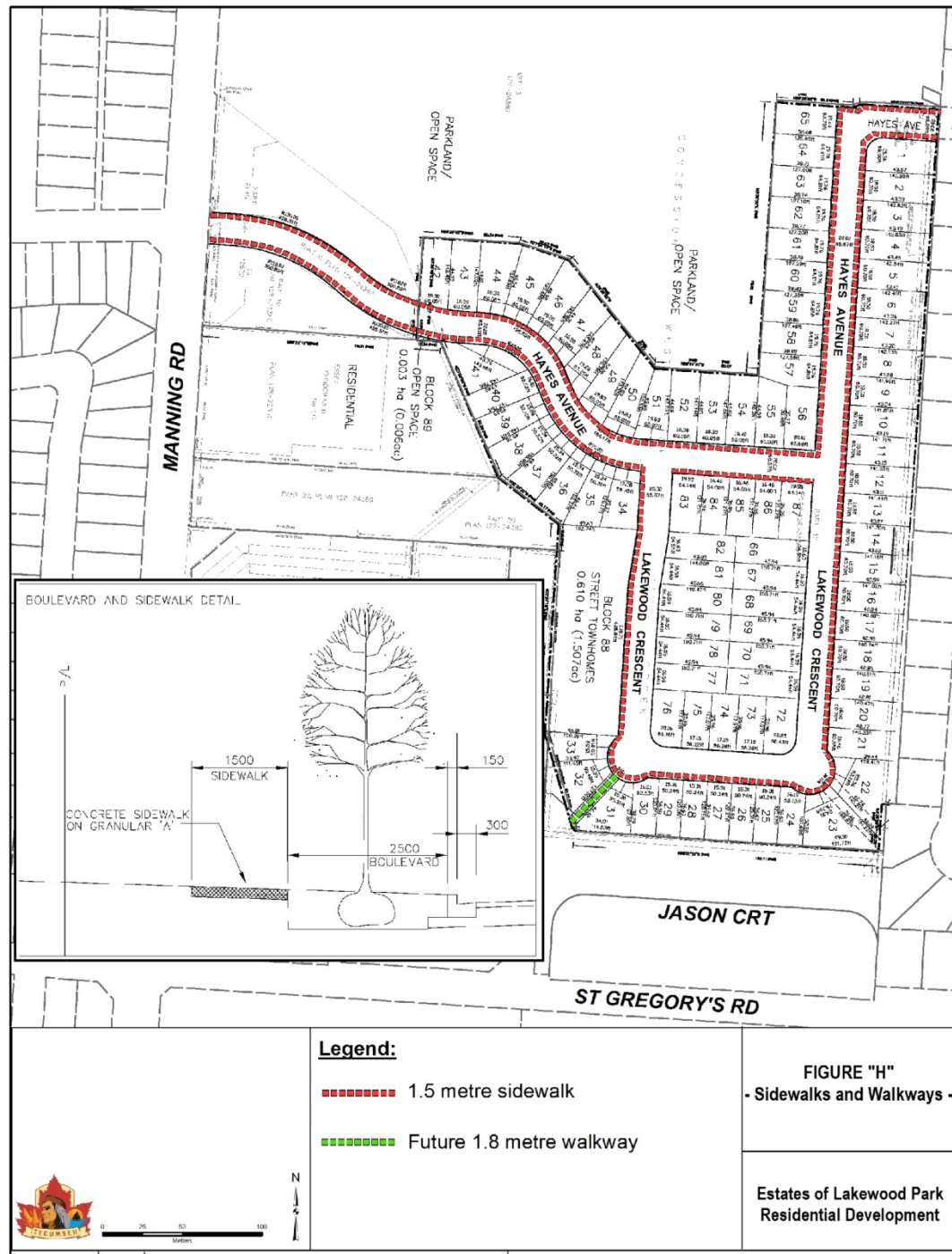
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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

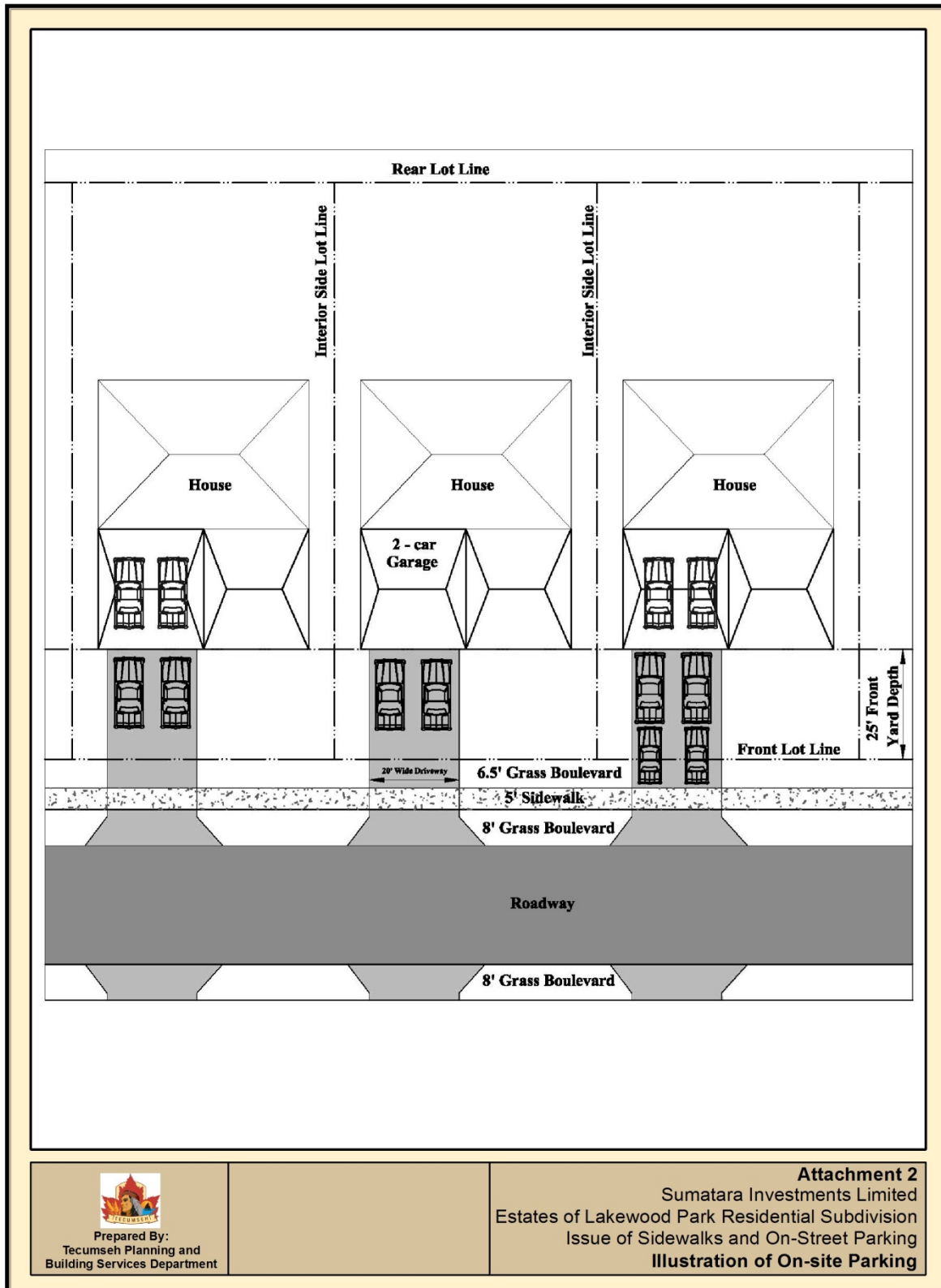
1. Figure "H" of Development Agreement
2. Illustration of On-Site Parking
3. On-Street Parking Layout

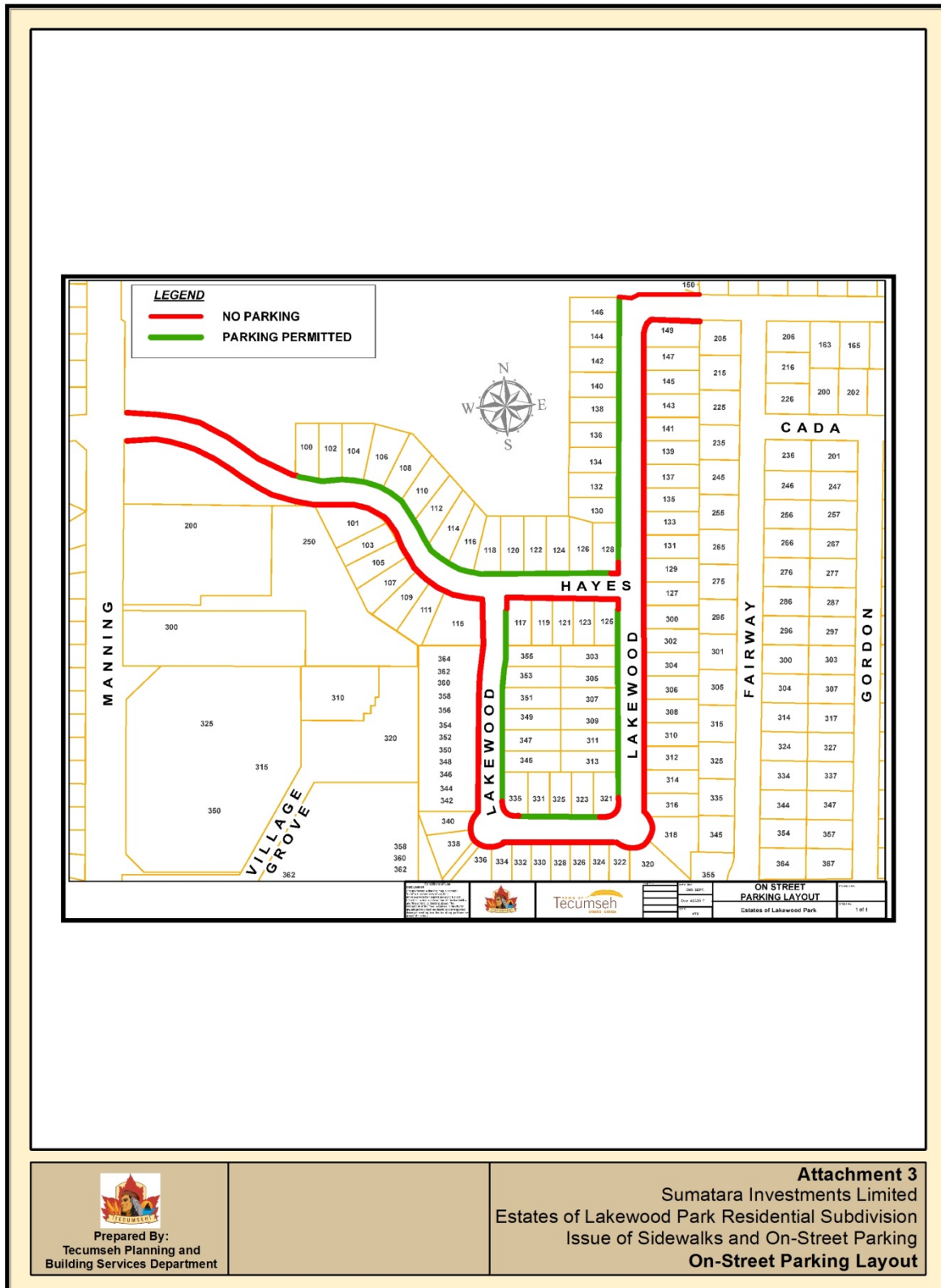
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Prepared By:  
 Tecumseh Planning and  
 Building Services Department

**Attachment 1**  
 Sumatara Investments Limited  
 Estates of Lakewood Park Residential Subdivision  
 Issue of Sidewalks and On-Street Parking  
**Figure "H" of Development Agreement**







## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 22/17

**TO:** Mayor & Members of Council

**FROM:** Sam Paglia, P.Eng., Drainage Superintendent

**DATE OF REPORT:** March 22, 2017

**DATE TO COUNCIL:** May 9, 2017

**SUBJECT:** Review of Active Municipal Drainage Works  
2016 Year End Update

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### **RECOMMENDATIONS**

It is recommended that:

1. The Public Works & Environmental Services Report No. 22/17 titled "*Review of Active Municipal Drainage Works, 2016 Year End Update*", be received.

### **BACKGROUND**

#### **Municipal Drains**

Municipal drains have been a fixture of rural Ontario's infrastructure since the 1800's. Most municipal drains were constructed to improve the drainage of agricultural land by serving as the discharge point for private agricultural tile drainage systems. However, they also remove excess water collected by roadside ditches, residential lots, churches, schools, industrial lands, commercial lands and any other properties in rural areas. They are a vital component of the local infrastructure. Without them, many areas of the province would be subjected to regular flooding, reduced production from agricultural land and increased public health risks.

#### ***The Drainage Act***

The *Drainage Act* ("Act") governs the creation, maintenance and improvements of municipal drains under the authority of municipal by-law. Any drainage works constructed under a by-law shall be maintained by each local municipality. Each drain has a separate by-law that outlines the maintenance requirements and the assessment schedule to use in the assessing of maintenance costs.

The Act provides for grants from the province to pay for a portion of the landowner cost of municipal drainage works (one third (1/3) grant for agricultural properties only). Provincial grants are also applied for annually and cover up to 50 percent of the annual Drainage Superintendent costs incurred by the municipality, including salary, benefits, vehicles and supplies.

Under Provincial Statute, Town Council acts as the facilitator in providing drainage works upon the request of landowners within the Town. The Act provides a process for a landowner to obtain a sufficient outlet (of drainage) for their lands within a watershed area. The Drainage Superintendent can provide information about the Act, the procedures involved, and information respecting the distribution of assessed costs for any drainage works and subsequent costs for drain maintenance work.

The most commonly used sections of the Act where works are performed on existing Municipal Drains within Tecumseh fall under Sections 74 and Section 78. Tecumseh has also received Section 4 requests to construct a new Municipal Drain.

**Section 4** pertains to the construction of a new Municipal Drain under a new by-law as defined in the Act as:

*A petition for the drainage by means of a drainage works of an area requiring drainage as described in the petition may be files with the clerk of the local municipality in which the area is situate by,*

- (a) The majority in number of the owners, as shown by the last revised assessment roll of lands in the area, including the owners of any roads in the area;*
- (b) The owner or owners, as shown by the last revised assessment roll, of lands in the area representing at least 60 per cent of the hectarage in the area;*
- (c) Where a drainage works is required for a road or part thereof, the engineer, road superintendent or person having jurisdiction over such road or part, despite subsection 61(5);*
- (d) Where a drainage works is required for the drainage of lands used for agricultural purposes, the Director.*

**Section 74** pertains to the Repair and Maintenance of an existing Municipal Drain under the existing by-law, and is defined in the Act as:

*Any drainage works constructed under a by-law passed under this Act or any predecessor of this Act, relating to the construction or improvement of a drainage works by local assessment, shall be maintained and repaired by each local municipality through which it passes, to the extent that such drainage works lies within the limits of such municipality, at the expense of all the upstream lands and roads in any way assessed for the construction or improvement of the drainage works and in the proportion determined by the then current by-law pertaining thereto until, in the case of each municipality, such provision for maintenance or repair is varied or otherwise determined by an engineer in a report or on appeal therefrom.*

**Section 78** pertains to the Repair, Maintenance and Improvement of an existing Municipal Drain under a new by-law, and is defined in the Act as:

*Section 78(1) If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it and without the petition required by section 4.*

*Section 78(1.1) The projects referred to in subsection (1) are:*

- 1. Changing the course of the drainage works.*
- 2. Making a new outlet for the whole or any part of the drainage works.*
- 3. Constructing a tile drain under the bed of the whole or any part of the drainage works.*
- 4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.*
- 5. Otherwise improving, extending to an outlet or altering the drainage works.*

6. *Covering all or part of the drainage works.*
7. *Consolidating two or more drainage works.*

## **Duties of a Drainage Superintendent**

Section 93(3) of the *Drainage Act* identifies the duties of a drainage superintendent as follows:

*Section 93(3) A drainage superintendent for a municipality shall,*  
(a) *inspect every drainage works for which the municipality is responsible and report periodically to council on the condition of those drainage works;*  
(b) *initiate and supervise the maintenance and repair of the drainage works for which the municipality is responsible;*  
(c) *assist in the construction or improvement of the drainage works for which the municipality is responsible; and*  
(d) *report to council on the superintendent's activities mentioned in clauses (b) and (c) 2010, c. 16, Sched. 1, s. 2(35).*

## **COMMENTS**

This report provides a general overview of the Town's municipal drainage program and the status of the various municipal drain petitions, maintenance and improvement projects that were processed in 2016.

### **Active Municipal Drains (2016)**

The Town of Tecumseh contains 124 municipal drains, totalling over 200 kilometers in length. There were **47 municipal drainage projects** (38% of all drains) carried out to various stages of completion in 2016, with a value on the books of \$1.8M and including the following:

#### **1. Section 4 – Construct New Municipal Drain (1 Drain)**

The Town appointed an Engineer under Section 4 of the Act to construct approximately 740 meters of a new drain for Memorial Gardens Cemetery located in Oldcastle along Highway 3. The Dickson Branch Drain outlets into the existing Dickson Drain and was constructed in 2016.

#### **2. Section 74 – Municipal Drain Repair and Maintenance (11 Drains)**

The Town completed approximately 19,000 meters of maintenance activities on 11 municipal drains including culvert repairs or replacements, clean outs, brushing and repairing existing drains back to their original design grades.

#### **3. Section 74 – Phragmites Control (8 Drains)**

Phragmites is an invasive plant species and requires management and control due to its ability to invade and disrupt the flow of municipal drains. Phragmites control was implemented on eight (8) municipal drains.

#### **4. Section 78 – Municipal Drain Repair and Improvements (27 Drains)**

Repair and improvements result in changing the drain's infrastructure from the original engineered design and generally consists of widening, lengthening, and deepening a drain.

In 2016, the Town had a total of 27 Section 78 active drainage projects:

- Seven (7) were repaired and improved, totalling 9,700 meters;
- 15 are awaiting drainage reports;
- Four (4) drainage reports were received by Council and are proceeding to construction;
- 1 drainage project was initiated by a neighbouring municipality.

A detailed list of all drainage works carried out in 2016 is appended as Attachment No. 1 of this report with a corresponding map (Attachment No. 3) illustrating the location of these drainage projects.

Of the 47 drainage projects, 22 were constructed in 2016 and include the following:

<b>Section 4 – New Municipal Drain</b>	
5006 Drain - Dickson Drain Branch	
<b>Section 74 - Maintenance</b>	
5055 Drain - 10th Concession (Windsor)	5074 Drain - St. Julian (Bedford)
5065 Drain - Santo	5075 Drain - 7th Concession & Extension
5066 Drain - South Talbot O'Connell	5076 Drain – 6 <sup>th</sup> Concession Drain
<b>Section 74 – Phragmites Control</b>	
5051 Drain - Colchester Twnlne Tile	5080 Drain - 11th Conc Drain 35
5077 Drain - S Malden Rd Upper Drain 56	5081 Drain - Colchester Townline Drain 10
5078 Drain - 8th Conc S Talbot Drain 34	5082 Drain - 10th Conc Drain 107
5079 Drain - Quick Drain 78	5083 Drain - E Townline Drain 32
<b>Section 78 – Improvements</b>	
5014 Drain - South McPhee	5033 Drain - South Malden Rd (Lower Portion)
5021 Drain – Oldcastle Road Culvert	5044 Drain - O'Keefe
5027 Drain - S Talbot-Holden Branch	5054 Drain - Moynahan
5072 Drain – Malden Rd. West	

A map illustrating the location of the 22 constructed drainage works in 2016 is appended as Attachment No. 4 of this report.

### **Municipal Drain Activity Since 2010**

In recent history (up until 2014) the Manager Engineering Services had also acted as the Town's Drainage Superintendent in addition to other duties pertaining to development, site plan approvals, capital projects, planning issues and studies. This resulted in a limited number of active drainage projects being completed over the years, as well as lengthier timelines for completing the requested works.

There was a significant increase in drainage projects starting in early 2014. This is attributed to the staffing enhancement that occurred with the creation of the Drainage Superintendent/Engineering Technologist position, which is discussed in greater detail in the subsequent sections of this report. With the increased number of active drainage works, came more opportunities to interact with the general public and provide information on the Drainage Act process. This has resulted in additional requests for repair and maintenance of municipal drains through the proper sections of the Act.

The trend of up-take in municipal drainage projects and the associated financial details from 2010 to 2016 are depicted graphically in Attachment No. 2.

### **Municipal Staffing Resources**

As part of the 2014 Budget deliberations, Council had authorized the reinstatement and filling of the Drainage Superintendent/Engineering Technologist position. It was originally intended to have the duties for this position divided into 70% Drainage Superintendent focusing on Municipal Drains; and 30% Engineering Technologist focusing on Capital Projects.

With the new position established, the volume of work and effort to effectively manage the Municipal Drains was quickly realized, resulting in nearly 100% of the Drainage Superintendent/Engineering Technologist's time being focused on drainage.

As part of the 2017 Budget deliberations, Council had authorized the staffing enhancement of an Engineering Student to assist in the drainage department. The addition of the student will assist with the preparation of apportionment agreements, the survey of existing drains, creation of as-built drawings, the organization of drainage files, as well as preparing tender packages for drain maintenance and phragmites control.

### **Drainage Engineer Practitioners**

The Town appoints drainage engineer practitioners from up to five (5) different Consultants for its Section 78 Drainage Reports. At the end of 2016, there were 15 current Section 78 drainage files where the Town is awaiting reports from the drainage engineer. The status of these files varies, however it is not uncommon for these types of reports to take between two and four years to complete depending on the complexity of the scope. This is primarily due to the limited number of drainage practitioners and the volume of work within Essex County and Chatham-Kent. With the declining number of drainage engineer practitioners in the upcoming years, it is anticipated that these timeframes will lengthen.

### **Timeliness of Repairs and Improvements under Section 78 of the Act**

It is the goal of the Town to deliver timely repair, maintenance and improvements to the Municipal Drains however the ability to do so is hindered by the backlog of drain work required and the limited resources related to availability of drainage engineer practitioners. In order to properly manage the works required, Administration continues to review processes and timelines to optimize available resources. Having said this, we encourage Council and Ratepayers to understand that municipal drains take a considerable length of time to work through the process and that there is a significant backlog of work to be done which combined means that the time from submission of a drainage request to actual completion of the required works is longer than we prefer but is unavoidable under the circumstances.

## **CONSULTATIONS**

Director Financial Services & Treasurer

## **FINANCIAL IMPLICATIONS**

As can be seen in Attachment No. 1, the opening balance as of January 2016, of \$1,064,933.34, was carried forward from previous years' drainage works.

Total revenue of \$214,015.63 includes \$201,707.41 in payments received from assessed property owners and grant moneys received from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

Administration has observed that over the last few years the timeliness of OMAFRA's review of grant applications has lengthened considerably. The Town currently has grant applications in totalling in excess of \$158,000 that remain unfunded; \$126,000 of that amount is for 2015 and prior grant submissions. Delays in receiving grant funding place further stress on Town financial costs.

Expenses incurred in 2016 of \$943,238.34 included but were not limited to engineering costs, contractor costs, permit fees, and other such expenses.

The closing balance for 2016 drainage work totaled \$1,794,156.05.

### 2016 Drain Summary

Opening Balance.....	\$1,064,933.34
Revenue Received.....	(\$214,015.63)
Expenses Incurred .....	\$943,238.34
<b>Closing Balance .....</b>	<b>\$1,794,156.05</b>

The 2016 closing balance of \$1,794,156.05 represents the unfinanced capital amount for drainage works. Drain projects may span several years; assessed amounts are not billed to landowners until the project is complete. In the interim, the Town carries the costs as unfinanced capital.

A transfer of \$55,000 was made to the Drains Lifecycle (LC) Reserve in 2016. This LC reserve is used to fund the portion of drain projects for which the Town is responsible i.e. where the Town is listed as a benefitting property owner in the applicable by-law.

As shown in Attachment No. 5, the LC allocation was increased to \$70,000 as part of the 2017 budget with a goal of \$100,000 in future budgets. Notwithstanding, the Drains LC continues to experience significant pressure as a result of the significant drain activity.

### LINK TO STRATEGIC PRIORITIES

No.	2017-18 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:

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Cheryl Curran, BES  
Clerk I – Administrative Clerk

Reviewed by:

Reviewed by:

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Sam Paglia, P.Eng.  
Drainage Superintendent

---

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

Reviewed by:

Reviewed by:

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

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. 2016 Municipal Drainage Works Summary
2. 2010-2016 Municipal Drain Summary
3. Map – Location of 2016 Active Drainage Works
4. Map – Location of 2016 Constructed Drainage Works
5. Municipal Drain Lifecycle Reserve – March 30, 2017

CC

## ATTACHMENT No. 1

### 2016 MUNICIPAL DRAINAGE WORKS SUMMARY

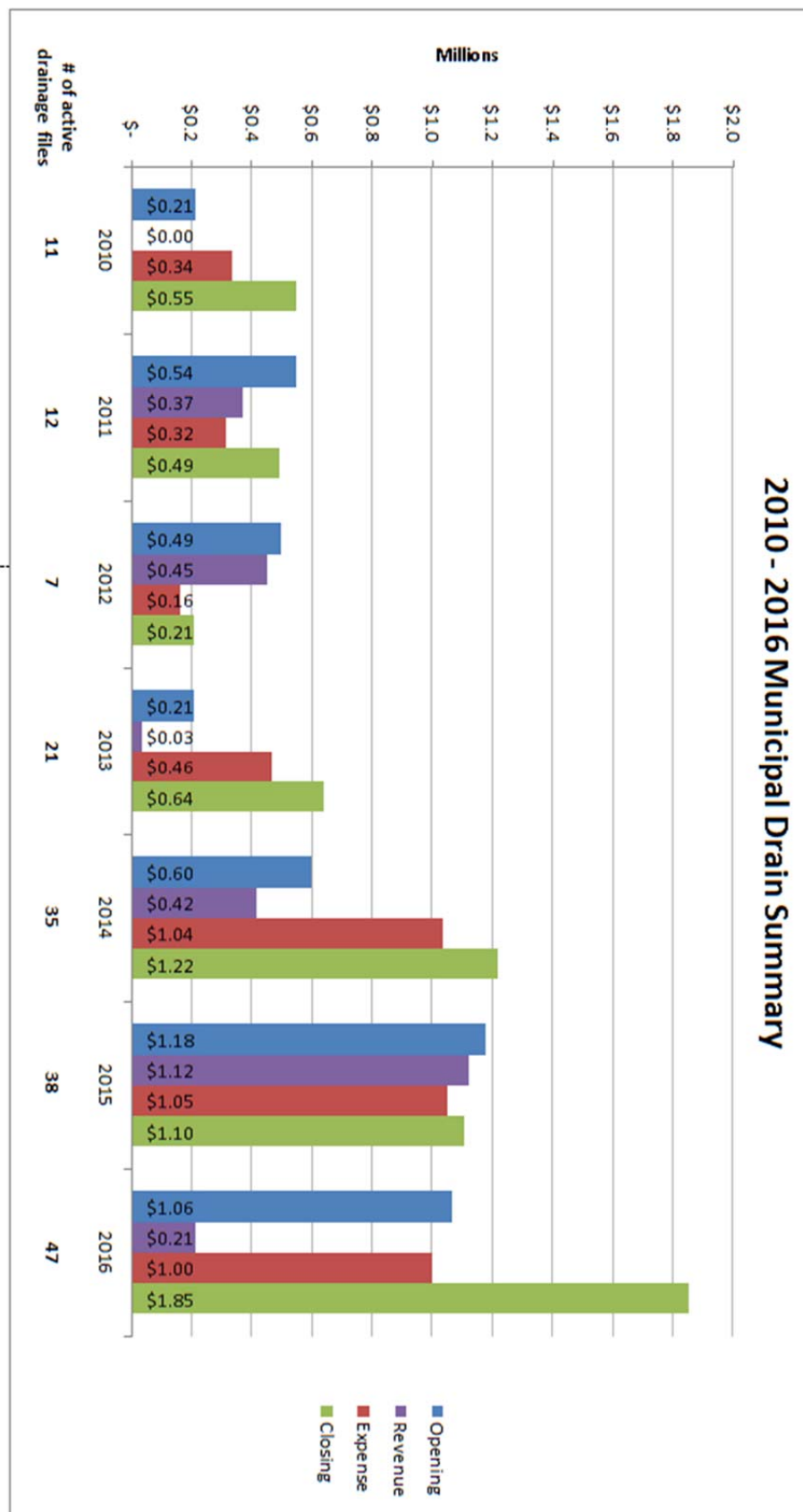
	2016 Opening	2016 Revenue	2016 Expense	2016 Closing
<b>SECTION 4</b>				
5006 Drain - Dickson Drain Branch*	139,855.17	(182,998.41)	43,143.20	(0.04)
<b>Section 4 - Total</b>	<b>139,855.17</b>	<b>(182,998.41)</b>	<b>43,143.20</b>	<b>(0.04)</b>
<b>SECTION 74 - MAINTENANCE</b>				
5049 Drain - 11th Conc Repair & Mntnce S74	2,201.08	0.00	0.00	2,201.08
5055 Drain - 10th Concession (Windsor)*	7,837.05	0.00	0.00	7,837.05
5065 Drain - Santo S74*	115.00	0.00	3,052.80	3,167.80
5066 Drain - South Talbot O'Connell S74*	115.00	0.00	38,160.04	38,275.04
5069 Drain - N. 12th Concession (Mifflin) S74	0.00	0.00	230.00	230.00
5071 Drain - S Talbot E&12th Ln (Racicot) S74	0.00	0.00	230.00	230.00
5074 Drain - St. Julian (Bedford) S74*	0.00	0.00	3,167.80	3,167.80
5075 Drain - 7th Concession & Extension S74*	0.00	0.00	9,248.12	9,248.12
5076 Drain- 6th Concession S74 Road Authority*	0.00	0.00	7,751.84	7,751.84
5067 Drain - Banwell Road	0.00	0.00	34,815.37	34,815.37
5068 Drain - Burke	0.00	0.00	5,752.50	5,752.50
<b>Section 74 - Maintenance Total</b>	<b>10,268.13</b>	<b>0.00</b>	<b>102,408.47</b>	<b>112,676.60</b>
<b>SECTION 74 - PHRAGMITES</b>				
5051 Drain - Colchester Twnlne tile rep S118*	7,774.53	0.00	0.00	7,774.53
5077 Drain -S Malden Rd Upper Drain 56 - Mtce*	0.00	0.00	445.20	445.20
5078 Drain-8th Conc S Talbot Drain 34 - Mtce*	0.00	0.00	915.84	915.84
5079 Drain - Quick Drain 78 - Mtce*	0.00	0.00	508.80	508.80
5080 Drain - 11th Conc Drain 35 - Mtce*	0.00	0.00	1,068.48	1,068.48
5081 Drain-Colchester Townline Drain 10 -Mtce*	0.00	0.00	8,242.56	8,242.56
5082 Drain - 10th Conc Drain 107 - Mtce*	0.00	0.00	279.84	279.84
5083 Drain - E Townline Drain 32 - Mtce*	0.00	0.00	1,526.40	1,526.40
<b>Section 74 - Phragmities Control Total</b>	<b>7,774.53</b>	<b>0.00</b>	<b>12,987.12</b>	<b>20,761.65</b>
<b>SECTION 78 - IMPROVEMENTS</b>				
5053 Drain - Mclean Hergott S78	21,079.60	0.00	0.00	21,079.60
5054 Drain - Moynahan S78*	15,114.43	(10,017.22)	23,208.57	28,305.78
5040 Drain - Gzowski Upper & Lower S78	38,767.71	0.00	0.00	38,767.71
5058 Drain - Pike Creek S78	1,292.75	0.00	7,693.97	8,986.72
5061 Drain - Oldcastle Rd & Branch - S78	0.00	0.00	13,305.13	13,305.13
5063 Drain - 10th Conc - Baseline improvement	185,870.38	0.00	18,001.37	203,871.75
5072 Drain - Malden Rd W (Dennis culvert) S78	0.00	0.00	28,485.75	28,485.75
5014 Drain - South McPhee*	35,259.71	0.00	116,749.33	152,009.04
5020 Drain - Malden Rd South Upper Portion*	2,068.03	0.00	(2,068.52)	(0.49)
5021 Drain - Oldcastle Road Culvert	26,675.80	0.00	18,817.17	45,492.97
5027 Drain - S Talbot-Holden Branch*	42,560.11	0.00	56,576.06	99,136.17
5028 Drain - East McPherson	34,276.31	0.00	8,578.80	42,855.11

<b>SECTION 78 - IMPROVEMENTS</b>				
5033 Drain - South Malden Rd (Lower Portion)*	41,657.88	(21,000.00)	67,013.23	87,671.11
5034 Drain - Baillargeon & East Townline	31,063.51	0.00	1,184.19	32,247.70
5036 Drain - Delisle West Branch	41,429.58	0.00	22,388.95	63,818.53
5041 Drain - East Townline(Pike Creek Outlet	29,076.26	0.00	5,469.64	34,545.90
5042 Drain - JC Smith	24,668.67	0.00	19,995.85	44,664.52
5044 Drain - O'Keefe*	40,795.64	0.00	106,632.92	147,428.56
5045 Drain - Collins / Hwy #3	40,349.84	0.00	4,210.39	44,560.23
5046 Drain - East Townline (St. Clair)	66,465.81	0.00	38,122.59	104,588.40
5047 Drain - 7th Concession and Extension	31,754.00	0.00	22,940.10	54,694.10
5048 Drain - West Townline/Mooney Creek	55,459.45	0.00	147,502.15	202,961.60
5056 Drain - Sullivan Creek	15,520.45	0.00	38,923.23	54,443.68
5057 Drain - Eighth Conc Drain (South Talbot)	11,529.43	0.00	4,889.57	16,419.00
5060 Drain - Wellwood	13,470.49	0.00	2,687.48	16,157.97
5062 Drain - McPherson	18,145.86	0.00	13,391.63	31,537.49
5064 Drain - Oldcastle Walker Rd Culvert	42,683.81	0.00	0.00	42,683.81
<b>Section 78 - Improvements Total</b>	<b>907,035.51</b>	<b>(31,017.22)</b>	<b>784,699.55</b>	<b>1,660,717.84</b>
<b>Subtotal - Sections 4, 74, 74 Phrag, 78</b>	<b>1,064,933.34</b>	<b>(214,015.63)</b>	<b>943,238.34</b>	<b>1,794,156.05</b>
9999 Unallocated	0.00	0.00	55,000.00	55,000.00
<b>GRAND TOTAL</b>	<b>1,064,933.34</b>	<b>(214,015.63)</b>	<b>998,238.34</b>	<b>1,849,156.05</b>

*\*denotes projects constructed in 2016.*

## ATTACHMENT No. 2

### 2010-2016 MUNICIPAL DRAIN SUMMARY

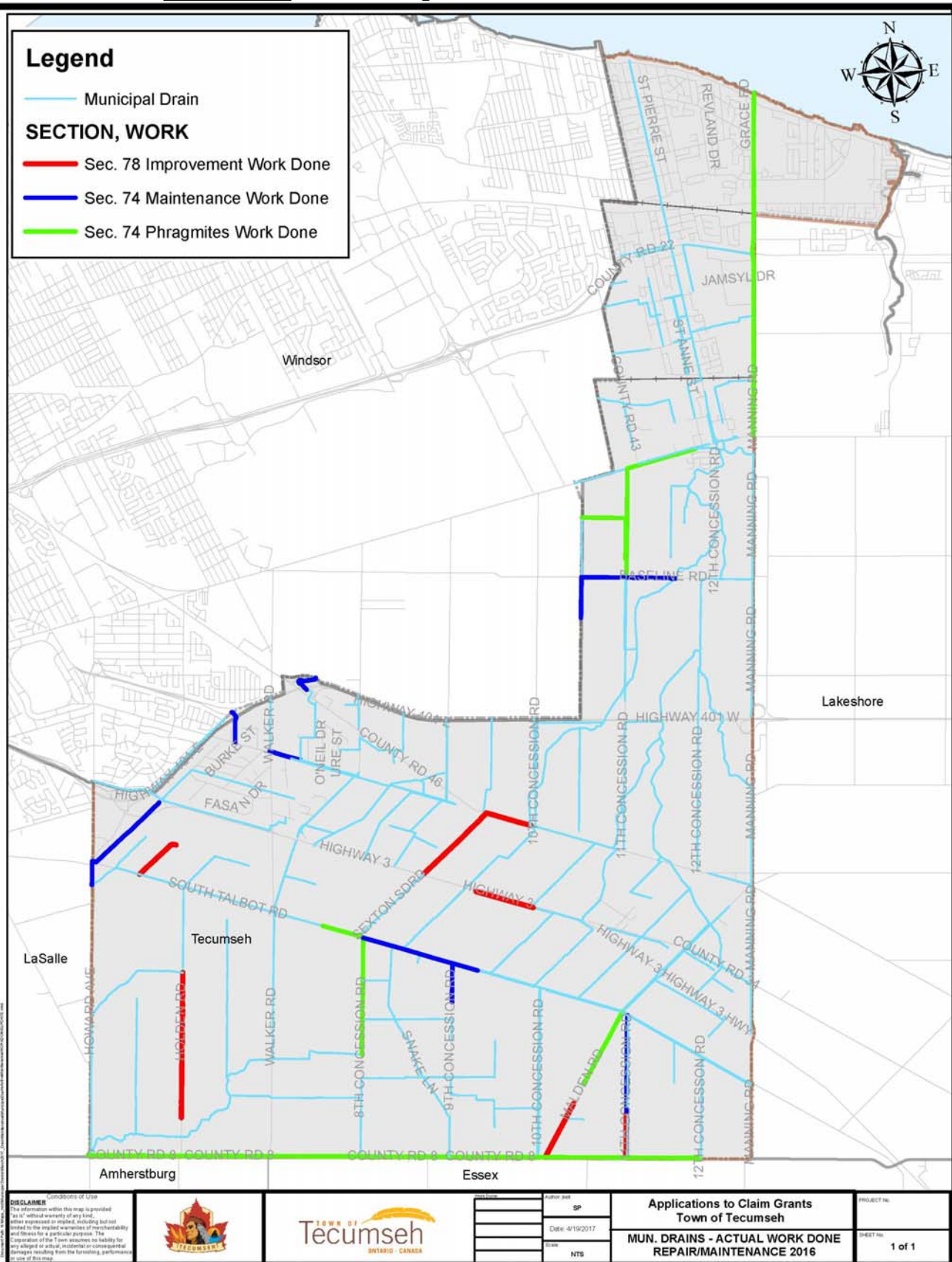




### Legend

## SECTION, WORK

- 



**ATTACHMENT No.5**  
**Municipal Drain Lifecycle Reserve – March 30, 2017**

	<b>2017</b>
Reserve Balance Start of Year (est.)	\$211,462
Allocation	\$70,000
Road LC re 10th Conc. Windsor (5055)	\$226,000
<b>Funds Available</b>	<b>\$507,462</b>
<b>Committed</b>	
South McPhee Drain (5014)	\$27,928
West Branch Delisle (5036)	\$15,414
O'Keefe (5044)	\$20,719
South Talbot/Holden Branch (5027)	\$23,020
McPherson East (5028)	\$32,890
South Malden (Lower) & Graham (5033)	\$27,027
10th Concession - Windsor (5055)	\$247,000
7th Conc & Extension (5047)	\$28,535
Santo (5065)	\$1,688
South Talbot O'Connell (5066)	\$4,901
St. Julian (Bedford) (5074)	\$2,051
<b>Balance Committed</b>	<b>\$431,173</b>
<b>Balance Uncommitted</b>	<b>\$76,289</b>
<b>Proposed</b>	
<b>Total Proposed</b>	<b>\$0</b>
<b>Balance Available</b>	<b>\$76,289</b>

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-22

Being a by-law to provide for the alteration of the Wards and Ward Boundaries for the Town of Tecumseh

**WHEREAS** Section 222 of the *Municipal Act 2001*, c.25, provides that a municipality may divide or re-divide the municipality into wards or dissolve the existing wards;

**AND WHEREAS** the Council for The Corporation of the Town of Tecumseh (Council) retained the service of StrategyCorp Inc. to conduct a review and to consult with the public on the ward system and composition of council;

**AND WHEREAS** Council gave consideration to a *Town of Tecumseh – Ward Boundary and Council Structure Review Report* prepared by StrategyCorp Inc. at a Special Open Meeting of Council held on Tuesday, January 24, 2017;

**AND WHEREAS** Council gave consideration to a Supplementary Report prepared by StrategyCorp Inc. at the Regular Meeting of Council held on Tuesday, March 28, 2017

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Ward Boundaries as shown on Schedule A, and Schedules A1, A2, A3, A4 and A5 attached hereto are approved;
2. **THAT** pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, this by-law shall come into force on the day the new council of the Town of Tecumseh is organized following the 2018 municipal election, if:
  - i) No Notices of Appeal are filed,
  - ii) Any Notices of Appeal that may be filed, are all withdrawn before January 1, 2018,
  - ii) Notice of Appeal is filed and the Ontario Municipal Board issues an order to affirm or amend the by-law before January 1, 2018;
3. **THAT** where a by-law comes into place pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, the 2018 Municipal Election shall be conducted as if this by-law was already in force.

**READ** a first, second, third time and finally passed this 9<sup>th</sup> day of May, 2017.

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Gary McNamara, Mayor

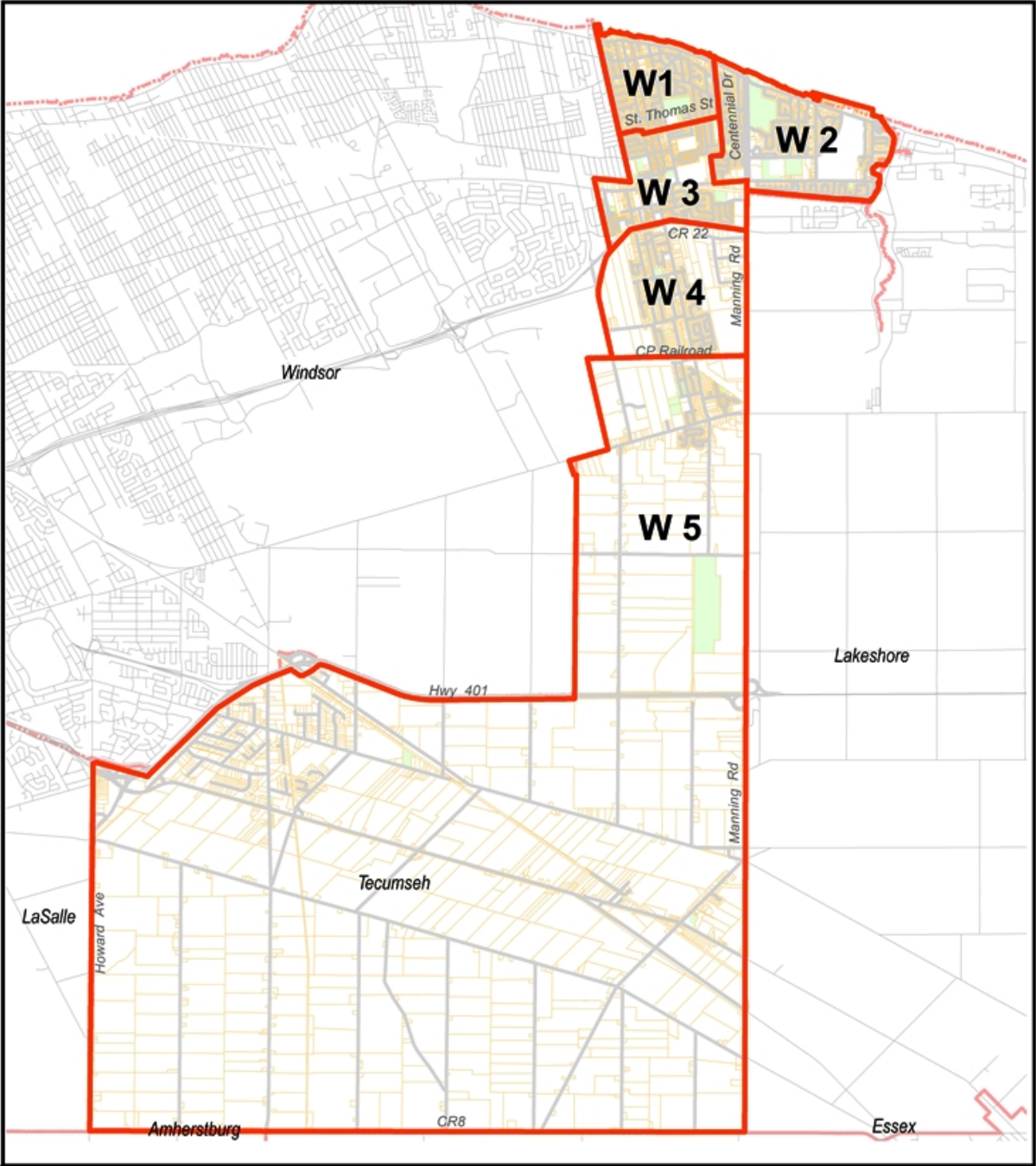
“ SEAL “

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Laura Moy, Clerk

**Schedule A**  
To By-law No. 2017-22

**By-law 2017-22**  
Schedule A

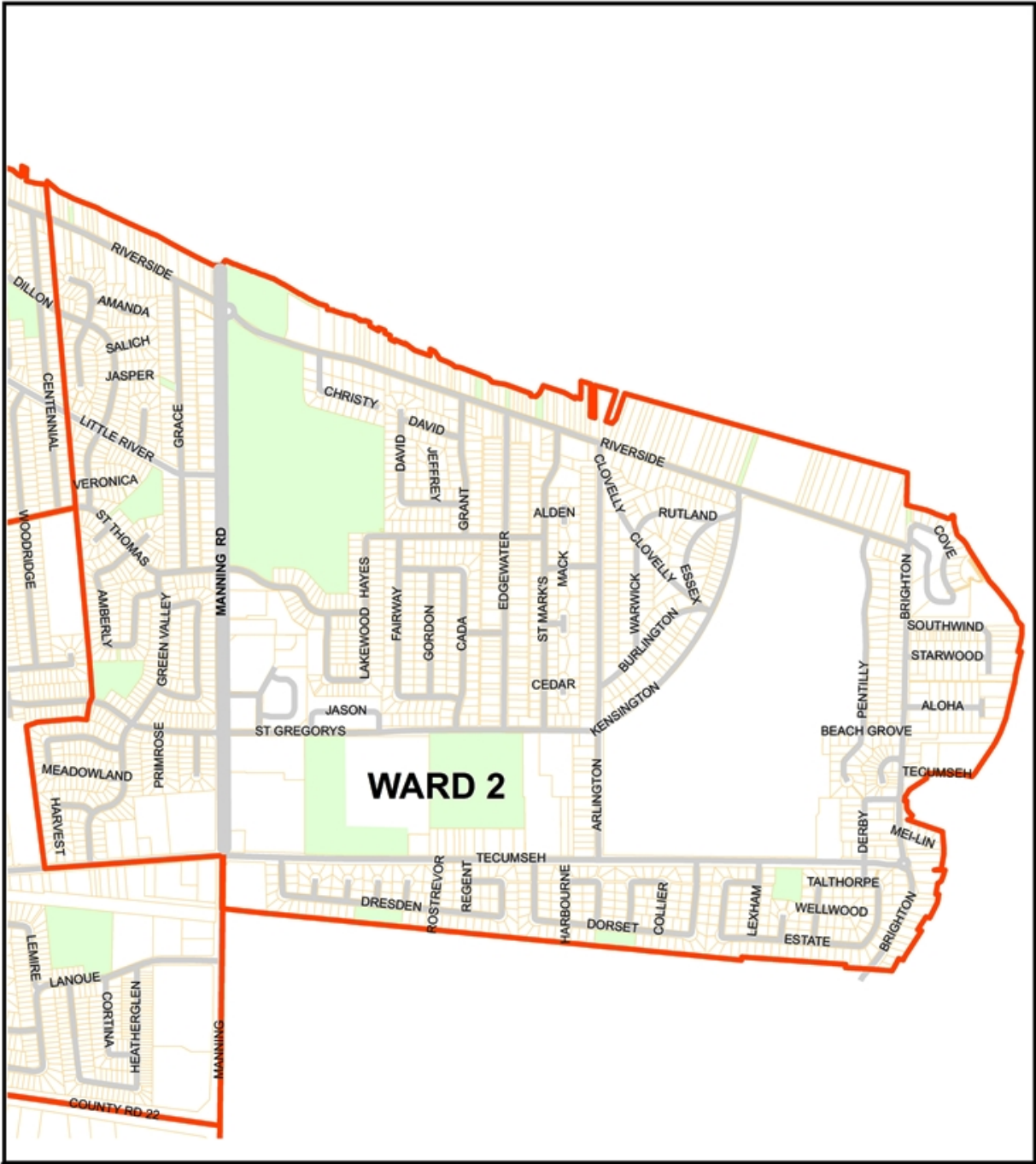


Schedule A1  
To By-law No. 2017-22



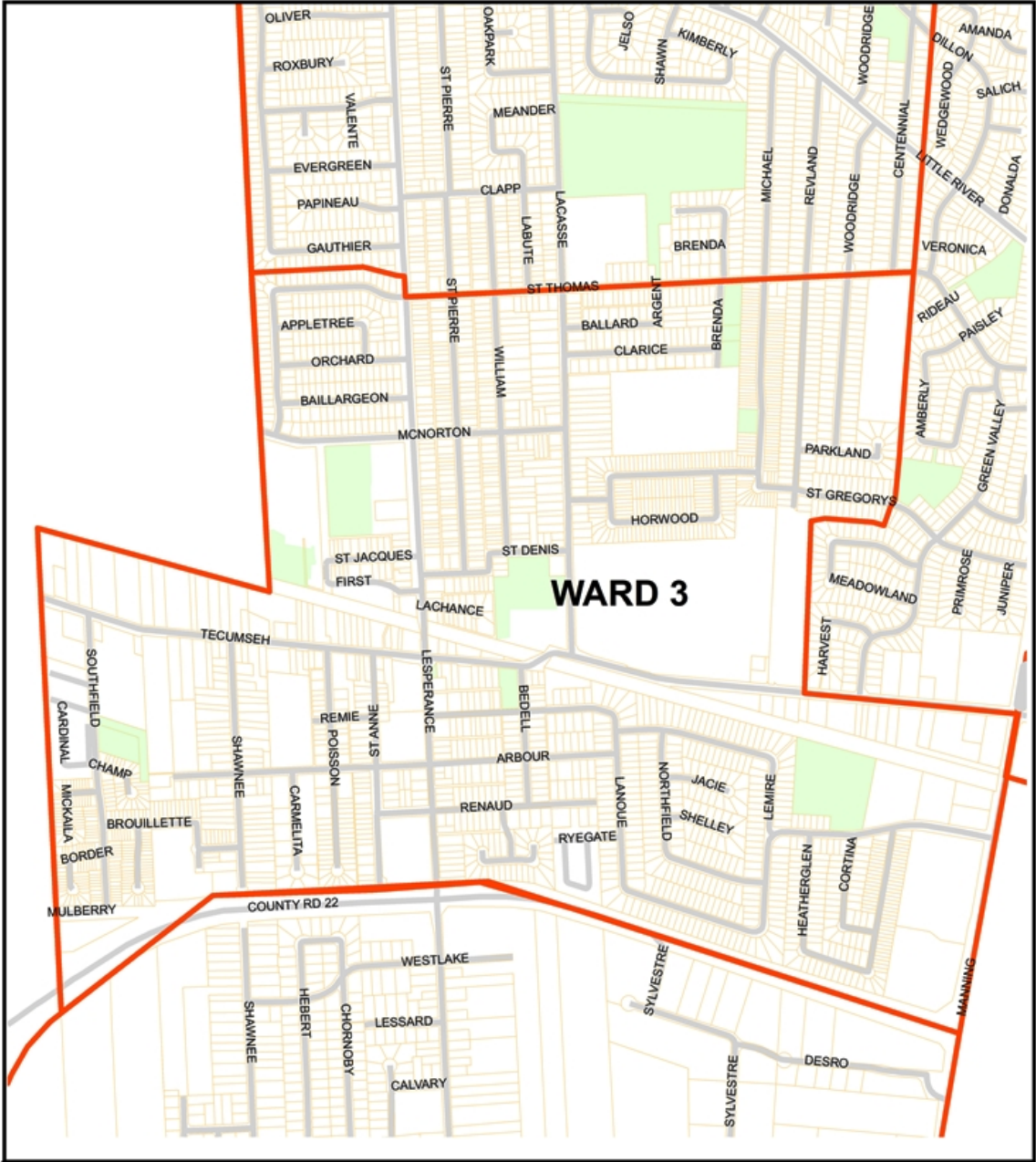
Schedule A2  
To By-law No. 2017-22

By-law 2017-22  
Schedule A.2  
WARD 2



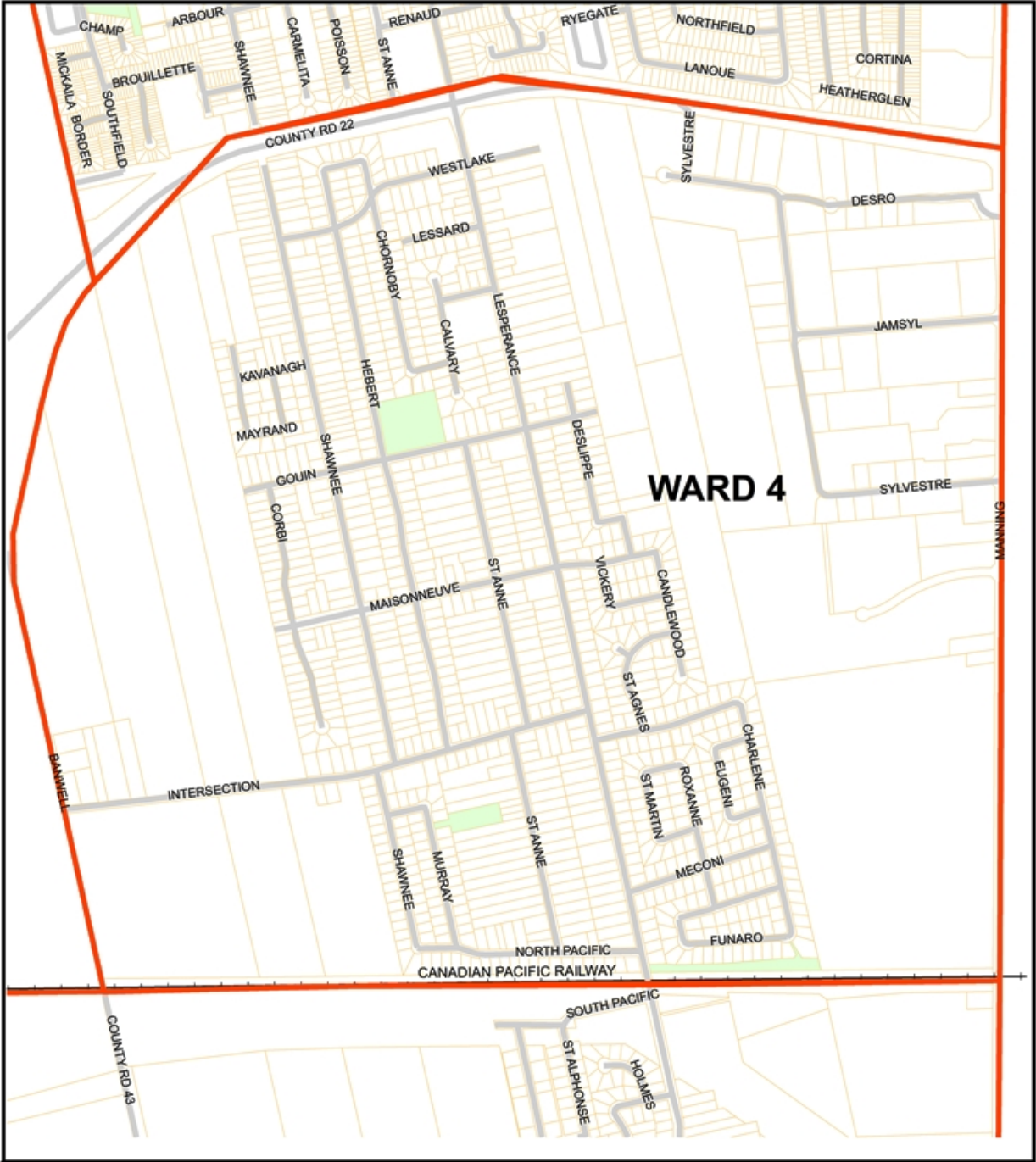
Schedule A3  
To By-law No. 2017-22

By-law 2017-22  
Schedule A.3  
WARD 3



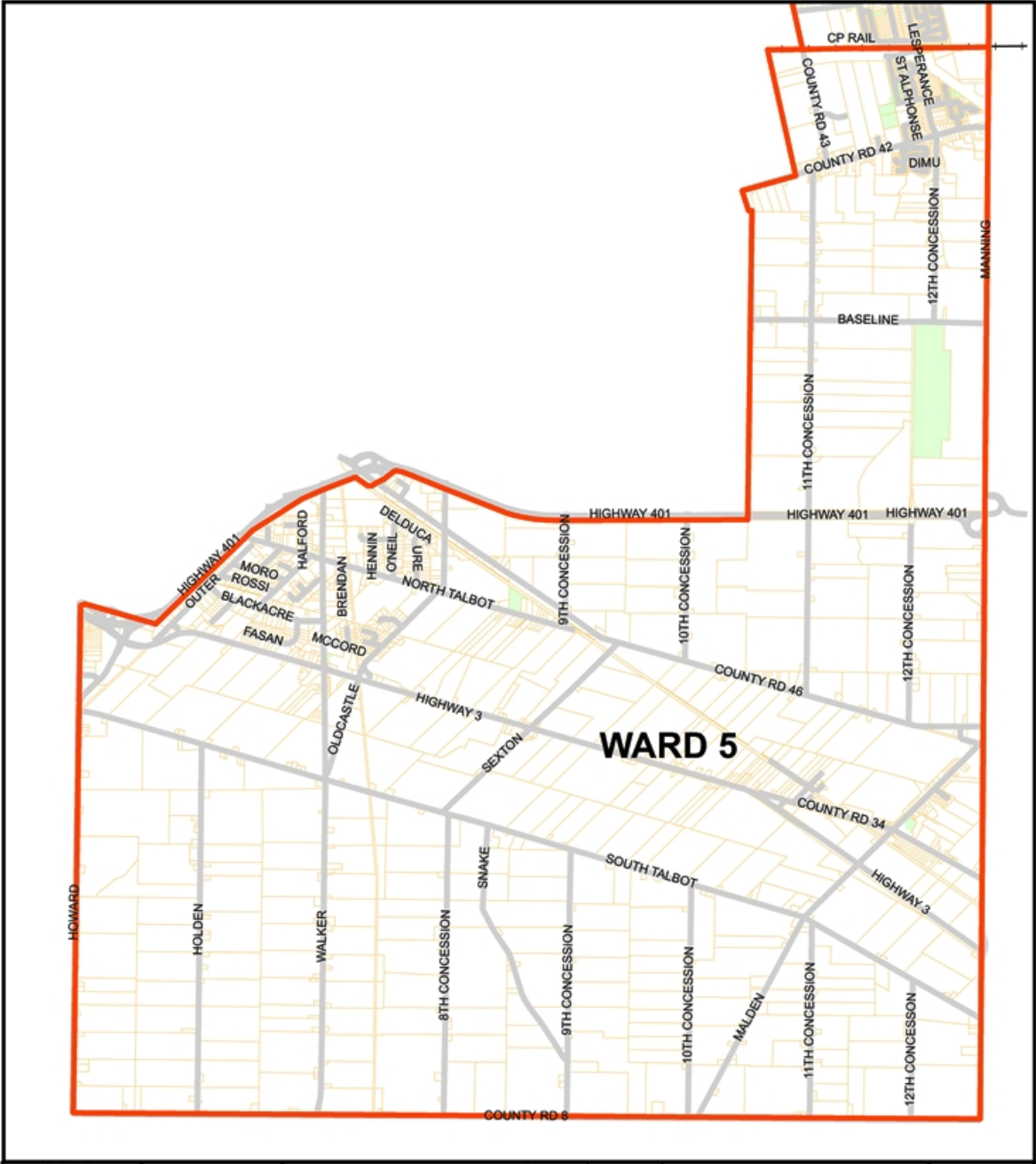
**Schedule A4**  
To By-law No. 2017-22

**By-law 2017-22**  
Schedule A.4  
WARD 4



Schedule A5  
To By-law No. 2017-22

By-law 2017-22  
Schedule A.5  
WARD 5



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-23

Being a by-law to alter the composition of the Council for The Corporation of the Town of Tecumseh

**WHEREAS** Section 217 of the *Municipal Act 2001*, c.25, as amended, authorizes councils to pass by-laws to change the composition of council,

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the Council of the Corporation of the Town of Tecumseh shall be composed of seven (7) Members;
2. **THAT** one (1) Councillor is to be elected for each of the five (5) Wards,
3. **THAT** the Mayor and Deputy Mayor are to be elected-at-large.
4. **THAT** this by-law come into effect pursuant to the *Municipal Act, 2001*, and the 2018 Municipal Election be conducted as if this by-law was already in force.

**READ** a first, second, third time and finally passed this 9<sup>th</sup> day of May, 2017.

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Gary McNamara, Mayor

“ SEAL “

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Laura Moy, Clerk

## THE CORPORATION OF THE TOWN OF TECUMSEH

### BY-LAW NUMBER 2017-30

Being a by-law to provide for Municipal Housing  
(Municipal Housing Facilities By-law)

**WHEREAS** The Corporation of the City of Windsor has been designated the Service Manager for the County of Essex, including the Town of Tecumseh;

**AND WHEREAS** The Corporation of the City of Windsor is authorized to establish, administer and fund housing and homelessness Program and provide housing directly under the *Housing Services Act, 2011*;

**AND WHEREAS** the provisions of subsection 110 of the *Municipal Act, 2001* applies, with the necessary modifications, to The Corporation of the City of Windsor as the Service Manager for the Town of Tecumseh;

**AND WHEREAS** subsection 110(1) of the *Municipal Act, 2001* allows municipalities to enter into agreements for the provision of municipalities capital facilities by any person;

**AND WHEREAS** Ontario Regulation 603/06, as amended, made pursuant to the *Municipal Act, 2001* allows the Council of the municipality to enter into an agreement by virtue of subsection 110(1) of the *Municipal Act, 2001* for the provision of a variety of enumerated classes of municipal capital facilities;

**AND WHEREAS** one of those enumerated classes of municipal capital facilities is municipal housing project facilities, as designated by subsection 2(1)18 of the said Ontario Regulation 603/06;

**AND WHEREAS**, as required by subsection 7(1) of the said Ontario Regulation 603/06, as amended, requires that before a by-law authorizing an agreement respecting municipal housing project facilities is entered into, a municipal housing facilities by-law must be enacted, which must comply with requirements set out in subsection 7(2) of the said Regulation;

**AND WHEREAS** Council is of the opinion that making use of subsection 110(1) of the *Municipal Act, 2001* is a desirable means of increasing the availability of affordable housing by providing financial or other assistance to private and non-profit Housing Providers based upon the criteria set out in this by-law;

**AND WHEREAS** this by-law shall only govern agreements entered into with Housing Providers for a period of up to five (5) years from the date of this by-law;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. **THAT** in this By-law,

“Act” means the *Municipal Act, 2001*, as amended, and its regulations;

“Affordable Housing” means municipal housing project facilities to which the Rental Housing Component of the Investment and Affordable Housing for Ontario (2017 Extension) Program applies;

“City” or “City of Windsor” means the municipal corporation known as The Corporation of the City of Windsor, as the context requires;

‘Clerk’ means the Clerk of The Corporation of the Town of Tecumseh;

“CMHC” means the Canada Mortgage and Housing Corporation;

“Council” means the Council of The Corporation of the Town of Tecumseh;

“Household Income” means the gross annual income from all sources of all persons who reside in a housing unit, or who will reside in a housing unit if such housing were rented to them;

“Housing Provider” means any Proponent entering into a Municipal Housing Facility Municipal Housing Facility Agreement for the purpose of providing affordable housing;

“Municipal Housing Project Facility” means the class of municipal capital facilities, as prescribed by Subsection 18 of Section 2 (1) of Ontario Regulation 603/06;

“Municipal Housing Facility Municipal Housing Facility Agreement” means an agreement as set out in Section 2 of Ontario Regulation 603/06;

“Municipal Housing Facility By-law” means a by-law enacted by Council pursuant to Subsection (a) of Section 7 (1) and Section 7 (2) of Ontario Regulation 603/06, as amended;

“Program” means the Rental Housing Component of the Investment and Affordable Housing for Ontario (2014 Extension);

“Proponent” means a person or corporation (private or non-profit) or individual with whom The Corporation of the Town of Tecumseh has entered into or will enter into a Municipal Housing Facility Municipal Housing Facility Agreement under Section 2 of this by-law;

“Rent” means all amounts as defined under the Residential Tenancies Act and approved by the Service Manager;

“Town” means the corporation known as The Corporation of the Town of Tecumseh;

2. **THAT** upon passing of this by-law, the Clerk shall give written notice of the by-law to the Minister of Education and Training or successor, as required by the Act.
3. **THAT** Counsel may grant to the Municipal Housing Project Facilities, entering into Municipal Housing Project Facilities Agreements with the City as Service Manager, financial support, in accordance with Section 6 and 7 of this By-law and Sections 110(3), (6) and (7) of the Act; provided that the housing units, for which financial support is to be given, meet the definition of affordable housing.
4. **THAT** eligibility for affordable housing to be provided as part of a Municipal Housing Facility Agreement will be determined in accordance with the following:
  - a. For affordable housing units, tenants will be selected in accordance with the Program and if applicable, any local policies adopted by the City as Service Manager.
  - b. For market Rent housing units, tenants will be selected by the landlord through a non-discriminatory process and in accordance with all applicable legislation applying to the landlords.
5. **THAT** a Municipal Housing Facility Agreement shall contain, but not be limited to, the following provisions:
  - a. a clause stating that each housing unit in the Municipal Housing Facility shall meet the definition of affordable housing;
  - b. the term of the agreement, which, in the case of Rental housing, shall not be less than twenty (20) years;

- c. the number of housing units being provided;
- d. provisions regarding increases to Rent;
- e. subject to Section 5 of the By-law, units subject to the agreement shall not be Rented to the housing Proponent or shareholders or directors of the Proponent, or any individual not at arm's length to the Proponent or shareholders or directors of the Proponent;
- f. the Town of Tecumseh may register the agreement on title;
- g. a list of the benefits being conveyed to the Proponent under this By-law;
- h. the conditions attached to the financial or other assistance given to the housing Proponent under this by-law and under the Program;
- i. if the Proponent does not comply with the terms and conditions of the agreement, the Proponent shall, if demanded, pay to the Town of Tecumseh the entire amount of benefits conveyed under the agreement, together with any costs and interests, and any other penalties or consequences as determine by the Town of Tecumseh.
- j. contractual provisions respecting the sale, transfer, mortgage or assignment of the Municipal Housing Facility requiring the consent of the City and the council;
- k. the Proponent shall be required to report annually and submit required supporting documentation to the satisfaction of the Town and the City to demonstrate compliance with the Agreement;
- l. other terms and conditions satisfactory to the Town which may include, but which are not limited to, any and all forms of property transactions together with any and all general and specific security as the Town considers necessary and desirable;
- m. such other contractual provisions which are required to be inserted based on fundamental contractual drafting principles satisfactory to the Town;
- n. the Municipal Housing Facility Municipal Housing Facility Agreement shall be binding on the Housing Provider's heirs, successors and assigns;
- o. during the time period in which the Municipal Housing Facility Municipal Housing Facility Agreement is in force, the Proponent shall, as a condition precedent to a sale of a Municipal Housing Facility to a subsequent purchaser, require the subsequent purchaser to enter into a Municipal Housing Facility Municipal Housing Facility Agreement prior to closing which condition shall not be waived, and that agreement shall impose the terms of the Municipal Housing Facility Municipal Housing Facility Agreement on that subsequent purchaser;
- p. in addition to a general indemnity, the Proponent shall specifically indemnify the Corporation of the Town of Tecumseh if the provision set out in clause (o) is breached.

6. **THAT** despite section 4(e), units subject to a Municipal Housing Facility Municipal Housing Facility Agreement may be Rented to directors of the Proponent or individuals not at arm's length to directors of the Proponent if:

The Proponent is a non-profit housing co-operative as defined in the *Co-operative Corporations Act, 1990*, as amended, or a not-for-profit corporation;

7. **THAT** with respect to the provision, lease, operation or maintenance of the municipal housing project facilities that are subject to the agreement, Council will provide financial assistance to the Housing Provider to wit:

A reduction in property taxes for the Rental housing project by the setting the tax rate for the portions of the Municipal Housing Facility which are affordable housing at the Single Family Residential Tax Rate.

8. **THAT** With respect to the provision, lease, operation or maintenance of the Municipal Housing Project Facilities that are subject to the agreement, Council may provide financial assistance to the Housing Provider. Such assistance may include:
- a. Giving financial assistance to Private Providers in the form of a conditional grant to offset the full cost of Development Charges pursuant to the *Development Charges Act* and Building Permit Fees pursuant to the *Planning Act* or both.
  - b. Giving financial assistance to Not-for-Profit Providers in the form of a conditional grant to offset the full cost of Development Charges pursuant to the *Development Charges Act* and Building Permit Fees pursuant to the *Ontario Building Code Act* or both connections charges and landfill tipping fees.
9. **THAT** this By-law may be cited as the Municipal Housing Facilities By-law.
10. **THAT** this By-law shall come into force and take effect immediately upon the third reading and execution thereof.

**READ** a first, second, third time and finally passed this 9th day of May, 2017.

\_\_\_\_\_  
Gary McNamara, Mayor

\_\_\_\_\_  
Laura Moy, Clerk

**TOWN OF TECUMSEH**

**AMENDMENT NO. 38**

**TO THE OFFICIAL PLAN FOR THE TOWN OF TECUMSEH**

**FOR THOSE LANDS IN THE FORMER TOWN OF TECUMSEH**

(Planning File: D19 BERNAT – CON 2, PT. LT. 149, 11957 Tecumseh Road)

May 2017

Prepared by  
Town of Tecumseh Planning and Building Services Department  
(519) 735-2184

**TOWN OF TECUMSEH**  
**AMENDMENT NO. 38 TO THE OFFICIAL PLAN**  
**FOR THE TOWN OF TECUMSEH**  
**FOR THOSE LANDS IN THE FORMER TOWN OF TECUMSEH**

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**TOWN OF TECUMSEH**  
AMENDMENT NO. 38 TO THE OFFICIAL PLAN  
FOR THE TOWN OF TECUMSEH  
FOR THOSE LANDS IN THE FORMER TOWN OF TECUMSEH

I, Laura Moy, Clerk of the Town of Tecumseh, certify that this is a/the original/duplicate original/certified copy of Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh.

---

Laura Moy, Clerk

This Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh, which has been adopted by the Council for the Corporation of the Town of Tecumseh, is hereby approved in accordance with Section 21 of the *Planning Act, R.S.O. 1990* as Amendment No. 38 to the Official Plan for the former Town of Tecumseh.

\_\_\_\_\_  
DATE

TOWN OF TECUMSEH  
BY-LAW NUMBER **2017-31**

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh in accordance with the provisions of Section 21 of the *Planning Act, R.S.O. 1990* hereby enacts as follows:

- 1. Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh, consisting of the attached explanatory text and map schedule, is hereby adopted;
  
- 2. That the Clerk is hereby authorized and directed to make application to the County of Essex for approval of Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh;
  
- 3. This By-law shall come into force and take effect on the day of the final passing thereof.

**Enacted and passed this 9<sup>th</sup> day of May, 2017.**

Signed \_\_\_\_\_  
CLERK

Signed \_\_\_\_\_  
MAYOR

CORPORATE SEAL  
OF MUNICIPALITY

Certified that the above is a true copy of By-law No. **2017-31** passed by the Council of the Town of Tecumseh on the **9<sup>th</sup> day of May, 2017.**

Signed \_\_\_\_\_  
CLERK

## THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh.

Also attached is PART C - THE APPENDICES which does not constitute part of this amendment. These appendices contain the planning analysis and public involvement associated with this amendment.

## OFFICIAL PLAN AMENDMENT NO. 38

### PART A - THE PREAMBLE

#### Purpose and Basis of the Amendment

The purpose of the proposed Official Plan amendment is to introduce a site-specific policy pertaining to the General Commercial land use designation on a vacant 0.37 hectare (0.9 acre) property situated on the south side of Tecumseh Road approximately 50 metres west of its intersection with Shawnee Road (see Map One for location). The site specific policy will require that any development on the property be designed in such a way as to establish a mutual vehicular access lane, pedestrian pathway and a potential municipal servicing corridor along the western side lot line in order to facilitate a development of a similar use and scale for the property abutting to the immediate west. In addition, the site specific policy will establish, minimum yard provisions and a maximum lot density. The Official Plan currently designates the northern portion of the subject property General Commercial and the southern portion Residential. The proposed Official Plan amendment allows for a five-storey condominium apartment building on the northerly portion of the lot comprising 43 dwelling units and one live-work unit (a dwelling unit that will double as a commercial work space) on the first storey of the building, fronting Tecumseh Road. An associated 67-space on-site parking lot is proposed to occupy the southerly portion of the subject property with access from a driveway proposed along the west side of the property.

The planning and land use analysis for the changes being made as part of OPA No. 38 are described in the documents referred to in the Planning Analysis section of the amendment.

MAP ONE - LOCATION OF SUBJECT PROPERTY  
OFFICIAL PLAN AMENDMENT NO. 38  
11957 TECUMSEH ROAD  
CON 2, PT. LT. 149  
TOWN OF TECUMSEH



## PART B THE AMENDMENT

### Details of the Amendment

The Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh, as amended, is hereby further amended as follows:

1. Section 3.3, Residential, Tecumseh Official Plan, as amended, is hereby further amended by the addition of a new subparagraph 3.3.12 to immediately follow subsection 3.3.11:

“3.3.12 Special Policy Affecting the Southerly Portion of 0.37 Hectare Property Located at 11957 Tecumseh Road (CON. 2, PT. LT. 149) and Designated Residential

Notwithstanding any other policy of this Plan to the contrary, the following specific policies shall apply:

1. The permitted use for the southerly portion of the subject property that is designated Residential shall be a parking lot and related laneways and accessory structures associated with the five-storey apartment building that is to be situated on the northerly portion of the subject property that is designated Commercial; and
2. No buildings or structures shall be constructed within 6.6 metres of the subject property's westerly side lot line. This area shall be used exclusively as a mutual vehicular access lane combined with a pedestrian pathway. The mutual vehicular access lane is intended to provide access to the subject property's parking area from Tecumseh Road along with access to the property abutting to the west. In addition, a pedestrian pathway is to be provided in this 6.6 metre corridor to provide for the movement of pedestrians from Tecumseh Road to the north to the interior of the subject property, the abutting property to the west and ultimately to other lands farther to the south and south/west. Details with respect to this mutual vehicular access lane and pedestrian pathway shall be addressed in the associated plan of condominium approval and/or site plan control agreement. The mutual vehicular access lane and pedestrian pathway required by this policy shall be combined in the future with a similar facility along the

easterly lot line of the subject property to the west so that a single cross-access corridor will result having a total width of approximately 10.9 metres (with 6.6 metres being contained on the subject property and 4.3 metres being contained on the property abutting to the west.”

2. Section 3.5 (a), General Commercial, Tecumseh Official Plan, as amended, is hereby further amended by the addition of a new subparagraph 3.5 (a) xiii) to immediately follow subsection 3.5 (a) xii) and to read as follows:

“xiii) Special Policy Affecting the 0.37 Hectare Property Located at 11957 Tecumseh Road (CON. 2, PT. LT. 149) and Designated Commercial

Notwithstanding any other policy of this Plan to the contrary, development on these lands shall be in accordance with the following specific policies:

1. The permitted use for the northerly portion of the subject property that is designated Commercial shall be a five-storey apartment building comprising not greater than 43 dwelling units and one live-work unit (a dwelling unit that will accommodate a commercial work space, with the types of commercial uses permitted to be as established in the zoning by-law) on the first floor of the building, fronting Tecumseh Road, along with associated surface parking. The majority of on-site parking shall be located to the south of the apartment building on the southerly portion of the subject property, the majority of which is designated Residential, with access from Tecumseh Road to be by way of a driveway proposed along the west side of the property;
2. No buildings or structures shall be constructed within 6.6 metres of the subject property’s westerly side lot line. This area shall be used exclusively as a mutual vehicular access lane combined with a pedestrian pathway. The mutual vehicular access lane is intended to provide access to the subject property’s parking area from Tecumseh Road along with access to the property abutting to the west. In addition, a pedestrian pathway is to be provided in this 6.6 metre corridor to provide for the movement of pedestrians from Tecumseh Road to the north to the interior of the subject property, the

abutting property to the west and ultimately to other lands farther to the south and south/west. Details with respect to this mutual vehicular access lane and pedestrian pathway shall be addressed in the associated plan of condominium approval and/or site plan control agreement. The mutual vehicular access lane and pedestrian pathway required by this policy shall be combined in the future with a similar facility along the easterly lot line of the subject property to the west so that a single cross-access corridor will result having a total width of approximately 10.9 metres (with 6.6 metres being contained on the subject property and 4.3 metres being contained on the property abutting to the west; and

3. The site-specific zone provisions shall be established within the implementing zoning by-law amendment. The zone provisions shall ensure, among other things, that:
  - a) the minimum front yard depth for the first four storeys of the apartment building shall be nil;
  - b) the minimum rear yard depth for the first four storeys of the apartment building shall be 42.0 metres;
  - c) the fifth storey of the apartment building shall be set back a minimum of 9.0 metres from the northerly face of the fourth storey of the building and a minimum of 21.0 metres from the southerly face of the fourth storey; and
  - d) the minimum easterly side yard width for the apartment building shall be 4.5 metres;
  - e) the minimum westerly side yard width for the apartment building shall be 6.6 metres;
  - f) The maximum lot density shall be 119 units per net hectare”

#### Implementation of the Amendment

This official plan amendment will be implemented through a corresponding zoning by-law amendment, being completed concurrently, which will place the lands in a site specific “General Commercial Zone (C3-13)”. In addition, the approval of a plan of condominium and the execution of a site plan control agreement with the Town of Tecumseh will be required.

## PART C THE APPENDICES

### Appendix 1 - Planning and Land Use Analysis

The planning and land use analysis in support of this Official Plan Amendment is contained within the following attached documents:

- Planning and Building Services Report No. 02/17 dated February 9, 2017
- Planning and Building Services Report No. 14/17 dated May 3, 2017

### Appendix 2 - Public Participation

The minutes of the public meeting held on Tuesday, March 28, 2017, are attached for information purposes.

## THE CORPORATION OF THE TOWN OF TECUMSEH

### BY-LAW NUMBER 2017-32

Being a by-law to amend By-law 1746,  
the Town's Comprehensive Zoning By-law  
for those lands in the former Town of Tecumseh.  
(Planning File D19 BERNAT - 11957 Tecumseh Road)

**WHEREAS** By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

**AND WHEREAS** the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

**AND WHEREAS** this By-law conforms to the Official Plan in effect for the Town of Tecumseh for lands in the former Town of Tecumseh, as amended by Official Plan Amendment No. 38;

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. That Schedule "A", Map 1, to By-law 1746, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "General Commercial Zone (C3)" to "General Commercial Zone (C3-13)".

2. That By-law 1746, Section 3, Definitions, as amended, is hereby further amended by the addition of a new subsection 3.71 a) to immediately follow subsection 3.71 and to read as follows:

"3.71 a) LIVE-WORK UNIT, shall mean a single unit (e.g., studio, loft, or one bedroom) consisting of both a commercial and a residential component that is occupied by the same resident. The live-work unit shall be the primary dwelling of the occupant. The commercial component of live-work units is intended for use by the following occupations: accountants; architects; artists and artisans; attorneys; computer software and multimedia related professionals; consultants; engineers; chiropractors; massage therapists; fashion, graphic, interior and other designers; barbers and hairstylists; home-based office workers; insurance, real estate and travel agents; one-on-one instructors; photographers; and other similar occupations which the Committee of Adjustment, upon application, permits;"

3. That By-law 1746, Section 11, General Commercial Zone (C3) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 11.3.13 to immediately follow subsection 11.3.12 and to read as follows:

"11.3.13 Defined Area C3-13 as shown on Schedule "A", Map 6, of this By-Law.

a) Permitted Uses

- i) Multi-unit residential uses containing no greater than 43 dwelling units and one live-work unit;
  - ii) One live-work unit located in the first storey fronting onto Tecumseh Road;
  - ii) Accessory uses.
- b) Permitted Building and Structures
  - i) One multi-unit dwelling containing no greater than 43 dwelling units and one live-work unit;
  - ii) Accessory buildings and structures.
- c) Zone Provisions

All lot and building requirements shall be in accordance with subsection 11.1.3 to 11.2, respectively, of this by-law, with the exception of the following site specific regulations:

i)	Maximum Building Height	20.0 metres
ii)	Minimum Front Yard Depth For The First Four Storeys	Nil
iii)	Minimum Front Yard Depth For The Fifth Storey	9.0 metres
iv)	Minimum Eastern Side Yard Width	4.5 metres
v)	Minimum Western Side Yard Width	6.6 metres
iv)	Minimum Rear Yard Depth For The First Four Storeys	42.0 metres
v)	Minimum Rear Yard Depth For The Fifth Storey	63.0 metres
- d) Accessory Use Provisions

Accessory buildings, structures or uses in the C3-13 zone shall be in accordance with subsection 5.25 of this by-law, except that the minimum western side yard width established by 11.3.13 c) v) shall also apply to any accessory buildings or structures.”
- e) Other Zone Provisions

The provisions of subsections 5.33 11.1.8 and 11.1.12 of this By-law shall not apply to lands zoned C3-13.”

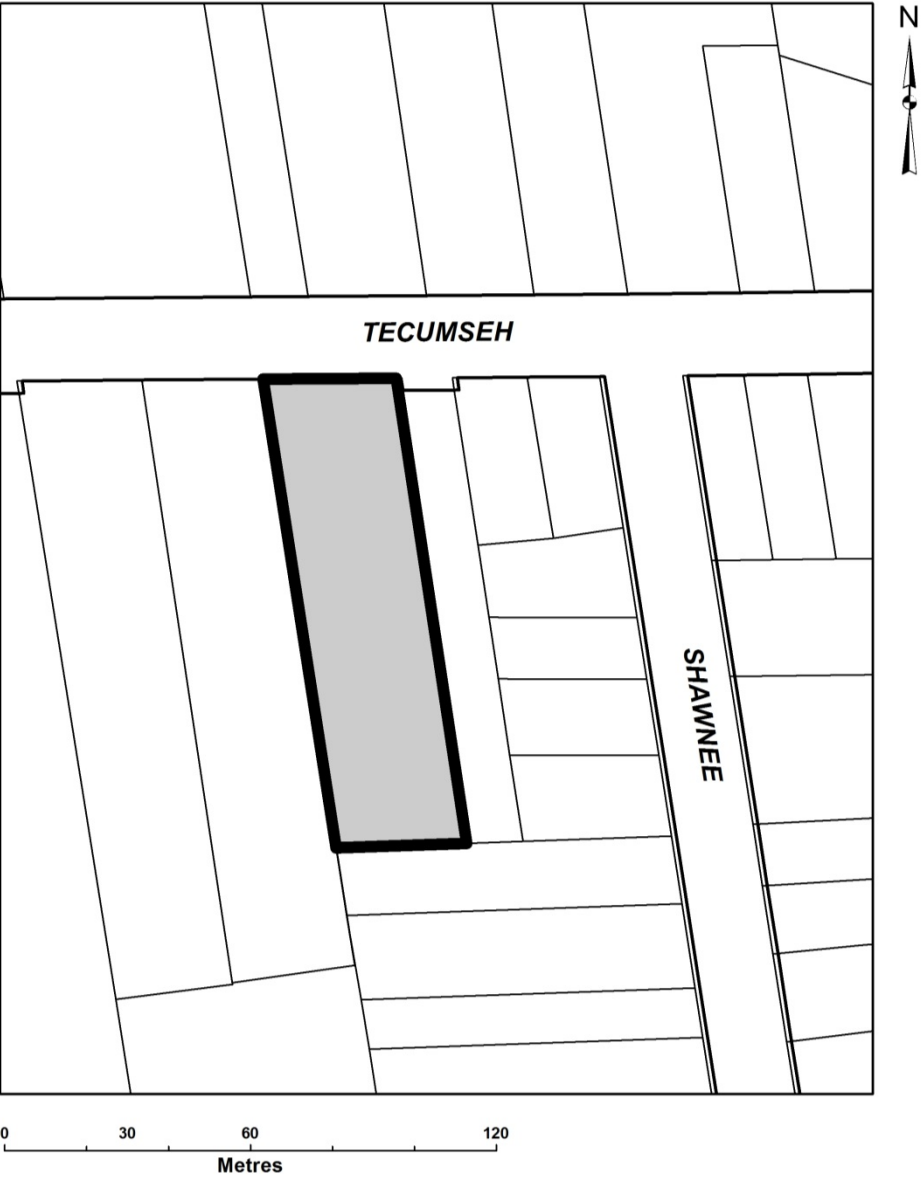
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.


**READ** a first, second, third time and finally passed this 9<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Gary McNamara, Mayor

\_\_\_\_\_  
Laura Moy, Clerk

SCHEDULE "A"  
11957 TECUMSEH ROAD  
CON 2, PT. LT. 149  
TOWN OF TECUMSEH



 Change from "C3" to "C3-13"

This is Schedule "A" to By-law No. 2017-32.  
Passed the 9th day of May, 2017.

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-33

Being a by-law to provide for the adoption of tax rates, area rates and additional charges for Municipal, County and Education purposes for the Year 2017.

**WHEREAS** Section 290(1) (a) (b) (c) of *The Municipal Act*, Chapter M.25, R.S.O. 2001 a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS** by By-law 2016-88 the Council of The Corporation of the Town of Tecumseh did approve the sum of \$21,414,212 to be raised for general municipal purposes for taxation year 2017;

**AND WHEREAS** the Council of the County of Essex has, by By-law 57-2009, adopted optional property classes for the year 2017;

**AND WHEREAS** the Council of the County of Essex has, by By-law 11-2017, established tax ratios for the year 2017;

**AND WHEREAS** the Council of the County of Essex has, by By-law 12-2017, adopted the County of Essex levy and established tax rates for County purposes for the year 2017;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh is required to levy and collect the tax rates prescribed for school purposes on the residential and business property within The Corporation of the Town of Tecumseh;

**AND WHEREAS** the assessment roll prepared in 2016 and upon which the taxes for 2017 are to be levied was certified by the Assessment Commissioner;

**AND WHEREAS** the assessment on which the general municipal tax rate is to be calculated in each property class and sub-class is as detailed in Schedule "A" attached hereto;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh does hereby enact as follows:

1. **That** the tax rates as listed in Schedule "B" attached hereto, be applied to the corresponding taxable assessments listed in Schedule "A" in the Town of Tecumseh to raise the sums of: \$21,414,212 for general Town purposes; \$13,705,664 for the County of Essex; and \$10,588,073 for education purposes.
2. **That** the amounts to be collected for tile drains, municipal drains, water mains, sewers and miscellaneous charges shall be as listed on Schedule "C" attached hereto.
3. **That** the Treasurer is hereby authorized to mail or cause to be mailed, the notice of taxes due to the address of the residence or place of business of the person to whom notice is required to be given.

4.

**That** pursuant to the provisions of Section 346 (1), subject to Subsection (2) of *The Municipal Act*, R.S.O.2001 c 25, the 2015 taxes shall be paid to the Treasurer at 917 Lesperance Road, Tecumseh, Ontario, by telephone or electronically at banks or credit unions offering such services, and upon request of the person paying the taxes, the Treasurer shall issue a receipt of the amount paid.
5.

**That** pursuant to the provisions of Section 347 (1) allocation of payment, subject to Subsection (2) and (3) of *The Municipal Act*, R.S.O. 2001 c 25, where any payment is received on account of taxes, payment shall first be applied against late payment charges owing in respect of those taxes and then applied against the taxes owing.
6.

**That** the final taxes on property in the residential, farmlands, managed forests and pipeline classes shall become due and payable in two equal installments:

Installment 1	June 28, 2017
Installment 2	September 27, 2017

That the final taxes on property in the commercial, shopping centre, office building, industrial, utilities and large industrial classes shall become due and payable in two equal installments:

Installment 1	September 27, 2017
Installment 2	November 28, 2017

In the event the above dates can not be adhered to, the Treasurer may amend the above dates as long as they comply with the provisions of *The Municipal Act*.
7.

**That** the Treasurer is hereby authorized to administer a pre-authorized payment plan for the Town of Tecumseh.
8.

**That** penalties, be added as per the provisions of By-law No. 2016-85.
9.

**That** interest, be added as per the provisions of By-law No. 2016-85.
10.

**That** the failure to receive a tax notice does not exempt the property owner from penalty and interest charges.
11.

**That** this by-law shall come into force and effect upon the date of the final reading thereof.

**READ** a first, second and third time and finally passed this 9<sup>th</sup> day of May, 2017.

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Gary McNamara, Mayor

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Laura Moy, Clerk

Schedule "A" to By-law 2017-33  
2017 Taxable Assessment

					School Support	Returned Assessment for 2017
RTC	RTQ	Description				
R	T	Res/Farm	Taxable	Full	Public	1,228,644,663
R	T	Res/Farm	Taxable	Full	Separate	829,224,895
R	T	Res/Farm	Taxable	Full	No Support	166,525
R	T	Res/Farm	Taxable	Full	French Public	8,169,540
R	T	Res/Farm	Taxable	Full	French Separate	91,708,878
M	T	Multi-Residential	Taxable	Full	Public	15,915,158
M	T	Multi-Residential	Taxable	Full	Separate	3,457,773
M	T	Multi-Residential	Taxable	Full	French Public	116,857
M	T	Multi-Residential	Taxable	Full	French Separate	541,537
F	T	Farmlands	Taxable	Full	Public	76,661,725
F	T	Farmlands	Taxable	Full	Separate	22,927,100
F	T	Farmlands	Taxable	Full	No Support	-
F	T	Farmlands	Taxable	Full	French Public	-
F	T	Farmlands	Taxable	Full	French Separate	267,725
C	T	Commercial	Taxable	Full (Occupied)	No Support	237,102,450
X	T	Commercial - NC	Taxable	Full (Occupied)	No Support	36,281,891
S	T	Shopping Centre	Taxable	Full (Occupied)	No Support	17,734,875
Z	T	Shopping Centre - NC	Taxable	Full (Occupied)	No Support	6,759,100
D	T	Office Building	Taxable	Full (Occupied)	No Support	308,243
Y	T	Office Building - NC	Taxable	Full (Occupied)	No Support	2,930,023
I	T	Industrial	Taxable	Full (Occupied)	No Support	147,531,309
J	T	Industrial - NC	Taxable	Full (Occupied)	No Support	13,240,475
I	H	Utilities	Taxable	Full (Occupied)	No Support	220,300
L	T	Large Industrial	Taxable	Full (Occupied)	No Support	4,878,000
K	T	Large Industrial - NC	Taxable	Full (Occupied)	No Support	2,831,941
P	T	Pipeline	Taxable	Full	No Support	13,402,250
T	T	Managed Forest	Taxable	Full	Public	86,600
T	T	Managed Forest	Taxable	Full	Separate	-
T	T	Managed Forest	Taxable	Full	French Public	-
T	T	Managed Forest	Taxable	Full	French Separate	-
					"Full" Assessment	2,761,109,833
C	U	Commercial	Taxable	Vacant Unit/ Excess Land	No Support	5,189,871
X	U	Commercial Excess - NC	Taxable	Vacant Unit/ Excess Land	No Support	720,390
C	X	Commercial	Taxable	Vacant Land	No Support	3,272,425
X	X	Commercial Vacant - NC	Taxable	Vacant Land	No Support	-
C	1	Commercial	Taxable	Farmland 1	No Support	2,421,250
S	U	Shopping Centre	Taxable	Vacant Unit/ Excess Land	No Support	118,250
Z	U	Shopping Centre Excess - NC	Taxable	Vacant Unit/ Excess Land	No Support	-
D	U	Office Building	Taxable	Vacant Unit/ Excess Land	No Support	-
I	U	Industrial	Taxable	Vacant Unit/ Excess Land	No Support	3,375,201
I	K	Utilities	Taxable	Vacant Unit/ Excess Land	No Support	-
I	X	Industrial	Taxable	Vacant Land	No Support	6,563,425
J	U	Industrial - NC	Taxable	Vacant Unit/ Excess Land	No Support	166,775
L	X	Large Industrial	Taxable	Vacant Unit/ Excess Land	No Support	-
					"Vacant" Assessment	21,827,587
			Total Taxable Assessment from Returned Assessment Roll			2,782,937,420
			Total Exempt Assessment from Returned Assessment Roll			97,824,063
			Total P.I.L'S Assessment from Returned Assessment Roll			3,930,650

Schedule "B" to By-law 2017-33  
2017 Tax Rates Schedule

				2017	2017	2017	Grand
				Municipal	County	Education	Total
RTC	RTQ	Description		Tax Rates	Tax Rates	Tax Rates	Rate
R	T	Res/Farm	Full	0.00741408	0.00469561	0.00179000	0.01389969
M	T	Multi-Residential	Full	0.01449749	0.00918180	0.00179000	0.02546929
F	T	Farmlands	Full	0.00185352	0.00117390	0.00044750	0.00347492
C	T	Commercial	Full	0.00802236	0.00508086	0.01355735	0.02666057
X	T	Commercial - NC	Full	0.00802236	0.00508086	0.01140000	0.02450322
C	U	Commercial	Excess Land	0.00561565	0.00355660	0.00949015	0.01866240
X	U	Commercial - NC	Excess Land	0.00561565	0.00355660	0.00798000	0.01715225
C	X	Commercial	Vacant Land	0.00416671	0.00263893	0.00703341	0.01383905
X	X	Commercial - NC	Vacant Land	0.00416671	0.00263893	0.00703341	0.01383905
C	1	Farmland 1	Land for Development	0.00185352	0.00117390	0.00044750	0.00347492
S	T	Shopping Centre	Full	0.00802236	0.00508086	0.01355735	0.02666057
Z	T	Shopping Centre - NC	Full	0.00802236	0.00508086	0.01140000	0.02450322
S	U	Shopping Centre	Excess Land	0.00561565	0.00355660	0.00949015	0.01866240
Z	U	Shopping Centre - NC	Excess Land	0.00561565	0.00355660	0.00798000	0.01715225
D	T	Office Building	Full	0.00862999	0.00546569	0.01140000	0.02549568
Y	T	Office Building - NC	Full	0.00862999	0.00546569	0.01140000	0.02549568
D	U	Office Building	Excess Land	0.00604099	0.00382598	0.00798000	0.01784697
I	T	Industrial	Full	0.01440185	0.00912122	0.01390000	0.03742307
J	T	Industrial - NC	Full	0.01440185	0.00912122	0.01140000	0.03492307
I	U	Industrial	Excess Land	0.00936120	0.00592879	0.00903500	0.02432499
J	U	Industrial - NC	Excess Land	0.00936120	0.00592879	0.00741000	0.02269999
I	X	Industrial	Vacant Land	0.00936120	0.00592879	0.00903500	0.02432499
I	H	Utilities	Full	0.01440185	0.00912122	0.01390000	0.03742307
I	K	Utilities	Vacant Land	0.00936120	0.00592879	0.00903500	0.02432499
L	T	Large Industrial	Full	0.01991496	0.01261288	0.01390000	0.04642784
K	T	Large Industrial - NC	Full	0.01991496	0.01261288	0.01140000	0.04392784
L	U	Large Industrial	Excess Land	0.01294472	0.00819837	0.00903500	0.03017809
P	T	Pipeline	Full	0.00966055	0.00611838	0.01390000	0.02967893
T	T	Managed Forest	Full	0.00185352	0.00117390	0.00044750	0.00347492

Schedule "C" to By-law 2017-33  
Additional Charges

	TILE DRAINS			
	Expiry Yr		By-law	Amount
Tile Drain - 03	2017		2007-54	\$ 774.45
Tile Drain - 04	2017		2007-77	\$ 5,217.33
Tile Drain - 21	2021		2011-51	\$ 1,019.01
			TOTAL	\$ 7,010.79
	MUNICIPAL DRAINS			
Colchester	2019		N/A	\$ 4,050.59
Quick	2020		N/A	\$ 7,683.10
South Malden	2020		N/A	\$ 15,662.77
Pike Creek	2020		N/A	\$ 3,185.65
O'Neil	2021		N/A	\$ 11,100.74
Malden West	2021		N/A	\$ 5,751.96
Little 10th	2021		N/A	\$ 1,847.58
Gzowski	2021		N/A	\$ 1,446.36
			TOTAL	\$ 50,728.75
	WATERMAINS			
			TOTAL	\$ -
	SEWERS			
North Talbot/Halford - 5	2018		2011-103	\$158,964.33
North Talbot/Halford - 10	2023		2011-103	\$ 24,310.04
Brendan/Binder - 5	2020		2011-103	\$ 14,509.88
Burke/Outer/Moro - 5	2021		2011-103	\$ 61,143.86
Dumouchelle/Outer - 5 *	2021		2011-103	\$ 42,657.70
			TOTAL	\$301,585.81
			GRAND TOTAL	\$359,325.35

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-34

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh (Municipality) and V.A.C. Management Inc. & D.C. Management Inc. (Owner)

**WHEREAS** the Owners, own certain lands situated within the corporate limits of the Municipality, said lands being more particularly described in Schedule "A" hereto (the Lands);

**AND WHEREAS** the Municipality has enacted a by-law designating the Lands as a site plan control area, pursuant to Section 41(2) of *The Planning Act, R.S.O 1990, c.P.13* and amendments thereto;

**AND WHEREAS** where site plan control is in effect, Section 41 of *The Planning Act, R.S.O. 1990, c.P.13* and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

**AND WHEREAS** as a condition of agreeing to development, the Municipality has requested the Owner enter into a Site Plan Agreement;

**AND WHEREAS** the Owner covenants and agrees to develop the Lands in accordance with this Agreement;

**AND WHEREAS** a prior Owner and the Municipality executed a prior site plan control agreement registered on title to the Lands as R1192775 on March 23, 1992 (herein "the Prior Agreement") which agreement will be released as part of the provisions of this Agreement;

**AND WHEREAS** the proposed development of the Lands is in accordance with the Official Plan and Zoning By-Law of the Municipality as of the date of this Agreement subject to third and final reading of By-law 2016-76 amending Tecumseh Zoning By-law 1746 to occur following the Owner's execution of this Agreement and prior to the Municipality having executed this Agreement;

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

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY 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 Site Plan Control Agreement between The Corporation of the Town of Tecumseh and V.A.C. Management Inc. & D.C. Management Inc., dated the 9<sup>th</sup> day of May, 2017, a copy of which Site Plan Control 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 Site Plan Control Agreement.
2. **AND THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

**READ** a first, second and third time and finally passed this 9<sup>th</sup> day of May, 2017.

"SEAL"

\_\_\_\_\_  
Gary McNamara, Mayor

## **SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**V.A.C. Management Inc. and D.C. Management Inc.**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

Barristers & Solicitors  
72 Talbot Street North, Suite 100  
Essex, Ontario  
N8M 1A2

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**SITE PLAN CONTROL 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 "**Municipality**" or "**Town**"

**OF THE FIRST PART**

-and-

**V.A.C. MANAGEMENT INC. and D.C. MANAGEMENT INC.**  
hereinafter called the "**Owner**"

**OF THE SECOND PART**

**HEREINAFTER** collectively referred to as the "**Parties**"

***RECITALS***

**WHEREAS** the Owners, own certain lands situated within the corporate limits of the Municipality, said lands being more particularly described in Schedule "A" hereto (the "Lands");

**AND WHEREAS** the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

**AND WHEREAS** where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

**AND WHEREAS** as a condition of agreeing to development, the Municipality has requested the Owner enter into a Site Plan Agreement;

**AND WHEREAS** the Owner covenants and agrees to develop the Lands in accordance with this agreement;

**AND WHEREAS** a prior Owner and the Municipality executed a prior site plan control agreement registered on title to the Lands as R1192775 on March 23, 1992 (herein "the Prior Agreement") which agreement will be released as part of the provisions of this Agreement;

**AND WHEREAS** the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality as of the date of this Agreement subject to third and final reading of By-law 2016-76 amending Tecumseh Zoning By-law 1746 to occur following the Owner's execution of this agreement and prior to the Municipality having executed this Agreement;

**WITNESSETH** that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

## ***ARTICLE I***

### ***MUNICIPALITY CONSULTANTS***

#### **1.1 MUNICIPALITY TO RETAIN**

In addition to persons in the employ of the Municipality, the Municipality shall retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the “Municipality’s Engineer”), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;
- b) the Municipality’s solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

## ***ARTICLE 2***

### ***THE OWNER AGREES***

#### **2.1 OWNER AGREES**

The Owners jointly and severally make the following covenants, all of which shall be carried out at the Owner's expense:

##### **2.1.1 Owner to Provide**

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached site plan set out in Schedule "B" (the Site Plan), Schedule “C” (the Site Services Plan) and Schedule “D” (the Elevation Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

##### **2.1.2 Construction and Maintenance**

The Owners agree that the development of the Lands shall be constructed and forever maintained in accordance with the Site Plan and Site Services Plan;

##### **2.1.3 The Development**

The owners shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement.

##### **2.1.4 Plans**

###### **2.1.4.1 Criteria**

All plans, construction, installation, facilities and works shall be completed in accordance with:

- a) Sound engineering practice;
- b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment and Energy, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA);
- c) Such criteria as approved by Council of the Municipality.

#### 2.1.4.2 Preparation of Plans

The Owner shall, at its own expense and prior to issuance of a building permit:

- a) prepare the Site Plan delineating the Owner's plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfil this condition have been prepared and approved, and are attached hereto as Schedule "B" and "C", respectively;
- b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and
- c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

#### 2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the subject lands for their approval prior to the issuance of any building permits. The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

- (a) Prior to the pouring of footings (top of forms elevation); and
- (b) Following completion of construction;

Where the finished grade of lot deviates from the original lot grading plan presented to and accepted by the Municipality's Chief Building Official and/or ERCA, the Owner shall either submit a new lot grading plan to the satisfaction of the Municipality's Chief Building Official and/or ERCA or regrade the lands to the elevations indicated on the original lot grading plan.

#### 2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the subject lands all in accordance with a Drainage Plan and the Engineering Data. Drainage facilities and requirements shall be constructed and installed contemporaneously with the construction of the development. The Owner shall supply, construct or install all facilities and works necessary to connect the Owner's drainage system to the Municipality's storm sewer system, and shall pay to the Municipality any connection charges associated therewith.

#### 2.1.4.5 Landscaping

The Owner shall landscape the subject lands all in accordance with the Site Plan and Site Services Plan. The Owner further agrees to maintain such landscaping for so long as the buildings exist on the lands. Any topsoil removed from the subject lands during grading operations shall be stockpiled thereon in areas compatible for the reception of the same and the Owner covenants and agrees that it will not remove such topsoil from the boundaries of the lands without the approval of the Municipality. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction of the Municipality. Alternatively, the Owner, at its sole risk and expense, shall move such topsoil to such area within the Municipality as may be designated by the Municipality or, in the further alternative, the Owner shall, after receiving permission from the Municipality, at its sole risk and expense, remove such topsoil out from within the boundaries of the Municipality.

#### 2.1.4.6 Reference Plan

The Owner, at the Owner's expense, shall engage a registered Ontario Land Surveyor to prepare, submit and register a Reference Plan, which must delineate the all of the Lands. The Owner, at the Owner's expense, shall initially provide Two (2) copies and (1) diskette of the Plan. All files are to be projected to North American Datum (NAD 83) UTM Zone 17 Geographic Coordinate System. The Owner at the Owner's expense shall provide additional copies of the subdivision plan in the required format upon the request of the Town. Any additional Reference Plans required to describe any portion of the Lands for which an interest (in fee simple or otherwise) is to be conveyed by the Owner shall be prepared, registered and copies supplied to the Municipality in the manner indicated above and at the expense of the Owner.

#### 2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “D”. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

#### 2.1.5 Engineer

The Owner shall employ at its expense a Consulting Engineer to:

- a) Design and submit drawings with respect to all services required (herein “the Engineering Data”).
- b) Visit the site as required by the Municipality and inspect all services, etc.
- c) Submit to the Municipality (and all other authority having jurisdiction) "as-built" details and elevations.

#### 2.1.6 Services

##### 2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 and amendments thereto, and to the satisfaction of the Municipality's Engineer.

##### 2.1.6.2 Sanitary Sewers

The Owner, at its own expense, shall supply, construct or install all sanitary sewer connections necessary to service the site all in accordance with the Engineering Data. No work shall be carried out until the Engineering Data has been approved by the Town.

##### 2.1.6.3 Water Services

The Owner, at its own expense, shall supply, construct or install all water connections necessary to supply water to the site all in accordance with the Engineering Data. No such work shall be carried out until the Engineering Data has been approved by the Town. Remote registry water meters shall be installed as specified by the Town. All costs of connecting water services to existing services shall be borne by the Owner.

##### 2.1.6.4 Electrical Services

All hydro services shall be underground. The Owner, at its expense, shall supply, construct or install all underground hydro services in the manner, location and design depicted in the Engineering Data but subject to the manner, design and specifications established from time to time by Ontario Hydro and the Essex Power Corporation for such services. All costs of connecting hydro services to existing services shall be borne by the Owner.

##### 2.1.6.5 Underground Telephone and Gas

The Owner shall ensure that all Bell Canada and Union Gas Company installations shall be underground.

##### 2.1.6.6 Notification and Permits

The owner hereby agrees to notify all local, Provincial or Federal authorities having jurisdiction as to its proposed development, and to obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction with respect thereto.

##### 2.1.6.7 Co-ordination of Services

The Owner shall be responsible for co-ordinating the installation of all facilities and works including without limitation the services to be installed by Bell Canada and Union Gas Company. The Municipality will send to the Owner's engineer all plans of installations received from time to time from Bell Canada and Union Gas Company.

#### 2.1.7 Traffic Signs

The Owner shall provide, install and maintain suitable traffic direction and information signs, all in accordance with The Highway Traffic Act of Ontario, R.S.O. 1990, c.H.8 and amendments thereto, and The Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50 and amendments thereto, to the satisfaction of the Municipality. The Owner shall provide, install and

maintain suitable traffic direction and information signs painted or otherwise marked on the surface of the parking area and driveway approaches, all to the satisfaction of the Municipality.

#### 2.1.8 Entrances

The Owner hereby agrees to construct and install all entrances, driveways, and curbing to the satisfaction of the Municipality and the County of Essex Road Department if applicable; and further agrees that the same shall be barrier free. The Owner shall maintain all entrances and driveways on the Lands to the satisfaction of the Municipality and the County of Essex Road Department if applicable. Any driveway approaches which become redundant following the development of shall be closed and the area restored to the satisfaction of the Municipality.

#### 2.1.9 Repair

The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Municipality. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Municipality shall correct deficiencies in the state of repair within ten (10) days thereof.

#### 2.1.10 Dirt and Debris

The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction of the subject lands, and to provide reasonable dust control for the site and adjacent municipal streets during the course of construction.

#### 2.1.11 Address Sign

The municipal address of the building shall be provided in a prominent location on the site and shall be designed to be easily readable from the adjacent street(s).

#### 2.1.12 Environmental Laws

The Owner shall at all times in connection with the development and the implementation of this agreement comply fully with all environmental laws.

#### 2.1.13 Noise By-Laws

The owner shall at all times insure that the provisions of the noise by-law for the Municipality be strictly adhered to.

#### 2.1.14 Local Improvements / Drainage Act

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.

#### 2.1.15 Parking, Driveways and Loading Areas

The Owner at its own expense shall provide parking driveways and loading areas in accordance with the Site Plan and/or the Site Services Plan. All such areas shall be paved with asphalt or concrete. All handicapped parking areas shall be identified with signage and logos to the satisfaction of the Municipality and identified as such using the then-current form available from the Office of the Clerk of the Municipality.

#### 2.1.16 Snow Removal

The Owner, and not the Municipality, shall be responsible for keeping the parking and access areas free and clear of all snow and ice regardless of who owns those improvements or the lands upon which they are situated. No snow or ice from the subject lands shall be deposited on any municipal streets.

#### 2.1.17 External Lighting

The Owner shall erect exterior lighting on the subject lands as depicted in the Site Plan and/or the Site Services Plan all in accordance with the Engineering Data. The Owner shall not erect any exterior lighting on the subject lands, other than that provided for in the Engineering Data or depicted in the Site Plan, unless the consent therefor is first had and obtained from the Municipality. The Owner further agrees that all lighting of the said lands shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and residential properties.

Should the Municipality, in its sole discretion determine that the lighting of the said lands has an adverse impact on the adjacent roadways or residential properties, then the Owner shall take all necessary measures to correct the adverse impact to the satisfaction of the Municipality. Measures to reduce the impact may include but shall not be limited to, the relocation of the lighting fixtures, the shielding of the lighting fixtures, the replacement of the lighting fixtures, replacing the lamps with lamps of lower intensity, reducing the time period when the lighting is activated or the removal of the lighting fixture.

#### 2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule "B" and/or Schedule "C", and are consistent with the Town's Sign Bylaw or which are otherwise required by applicable law.

#### 2.1.19 Refuse Collection

The Owner agrees to provide on-site facilities for refuse collection. Such facilities shall be screened from view in accordance with the requirements of the Municipality. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

### ***ARTICLE 3 TIMING***

#### **3.1 CONDITIONS**

##### 3.1.1 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 6.1;
- b) Construction lien deposit pursuant to Paragraph 6.3;

##### 3.1.2 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) Workers' Compensation Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;

- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

### 3.1.3 Final Reading of Zoning By-Law Amendment Number 2016-76

The Owner acknowledges that:

- a) upon the Owner executing this Agreement, administration for the Municipality will move forward with the third and final reading of and adoption by Council of By-law 2016-76 amending Tecumseh Zoning By-law 1746 (herein “the Zoning Amendment”); and
- b) the Zoning Amendment is required to accommodate the uses and development contemplated by this Agreement.

Prior to the Municipality executing this Agreement, the Zoning Amendment must be finalized by third and final reading of By-law 2016-76 and By-law 2016-76 coming into full force and effect in accordance with the Planning Act. In the event of an appeal of By-law 2016-76 to the Ontario Municipal Board, the Owner understands that the Town will not be in a position to execute the Agreement pending the outcome of any Hearing. Execution by the Municipality of this Agreement and its registration on title shall constitute sufficient evidence that the Zoning Amendment was adopted and finalized.

### **3.2 BUFFER AREA**

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedule “B” and “C” within SIX (6) months of commencement of construction as determined by the Chief Building Official.

### **3.3 COMPLETION**

The Owners agree to fulfill 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.

## ***ARTICLE 4 PAYMENTS***

### **4.1 COSTS**

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.

### **4.2 DEVELOPMENT CHARGES**

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

## ***ARTICLE 5 CONVEYANCES***

### **5.1 EASEMENTS**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermain, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance.

## **5.2 ROAD WIDENING**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening. If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

## ***ARTICLE 6*** ***SECURITY***

### **6.1 PERFORMANCE**

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 10,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond)

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.2 RELEASE OF SECURITY**

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

### **6.3 CONSTRUCTION LIENS**

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 6.1 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.

Provided that in no event shall the Municipality be required to pay interest on this security.

### **6.4 INDEMNITY AND INSURANCE**

The Owner shall indemnify and save harmless the Municipality, and the Essex Power Corporation, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Municipality's solicitor wherein the Owner, the Municipality, and the Essex Power Corporation, shall be insured as principals

against such liability to the limits approved. The Owner shall provide the Municipality with a certified copy of such policy prior to the commencement of construction of any of the facilities and works referred to herein.

## ***ARTICLE 7***

### ***DEFAULT***

#### **7.1 STOP WORK**

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.

#### **7.2 MUNICIPALITY MAY COMPLETE**

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 authorises 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.

## ***ARTICLE 8***

### ***REGISTRATION AND CONSENTS***

#### **8.1 REGISTRATION AND ENFORCEMENT**

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may 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.

#### **8.2 CONSENT**

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.

#### **8.3 MORTGAGEES**

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

#### **8.4 RELEASE OF PRIOR SITE PLAN AGREEMENT**

The parties agree hereby release each other from the obligations and provisions of the Prior Agreement and it shall be of no force and effect. The Owners may apply to delete notice of the agreement from title to the Lands without further consent, authorization or direction from the Municipality.

### ***ARTICLE 9 MISCELLANEOUS***

#### **9.1 COMMUNICATION**

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:  
11825 Tecumseh Rd., Tecumseh, Ontario N8N 1L8

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“**Business Day**” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

#### **9.2 TIME OF ESSENCE**

Time shall be of the essence of this Agreement and of every part thereof.

#### **9.3 WAIVER**

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

#### **9.4 FURTHER ASSURANCES**

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

#### **9.5 HEADINGS**

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

## **9.6 SUCCESSORS AND ASSIGNS**

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

## **9.7 GENDER**

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

## **9.8 SEVERABILITY**

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

## **9.9 ENTIRE AGREEMENT**

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

## **9.10 EXECUTION IN COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

## **9.11 JURISDICTION**

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

## **9.12 ASSIGNMENT**

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

## **9.13 TRUE COPY**

All of the parties hereto acknowledge having received a true copy of this document.

## **9.14 SCHEDULES**

Those Schedules marked as Schedules “B”, “C” and “D” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

#### **9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE**

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

See next page for signing...

**9.16 INDEPENDENT LEGAL ADVICE**

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

}

**THE CORPORATION OF THE TOWN**

**OF TECUMSEH**

}

Per: \_\_\_\_\_

**Gary McNamara – MAYOR**

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\_\_\_\_\_

**Laura Moy - CLERK**

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}

**V.A.C. MANAGEMENT INC. and**

**D.C. MANAGEMENT INC.**

}

}

Per: \_\_\_\_\_

**Dianne Cardella**

Authorized Signing Officer

}

}

\_\_\_\_\_

**Vince Cardella**

Authorized Signing Officer

"We have authority to bind the Corporation"

}

**SCHEDULE "A"**  
**THE LANDS**

**PIN:** 01567-0464

**LEGAL DESCRIPTION:** Lot 3 and 4 on Plan 1194 Tecumseh

**ADDRESS:** 1415 Lesperance Rd., Tecumseh, ON

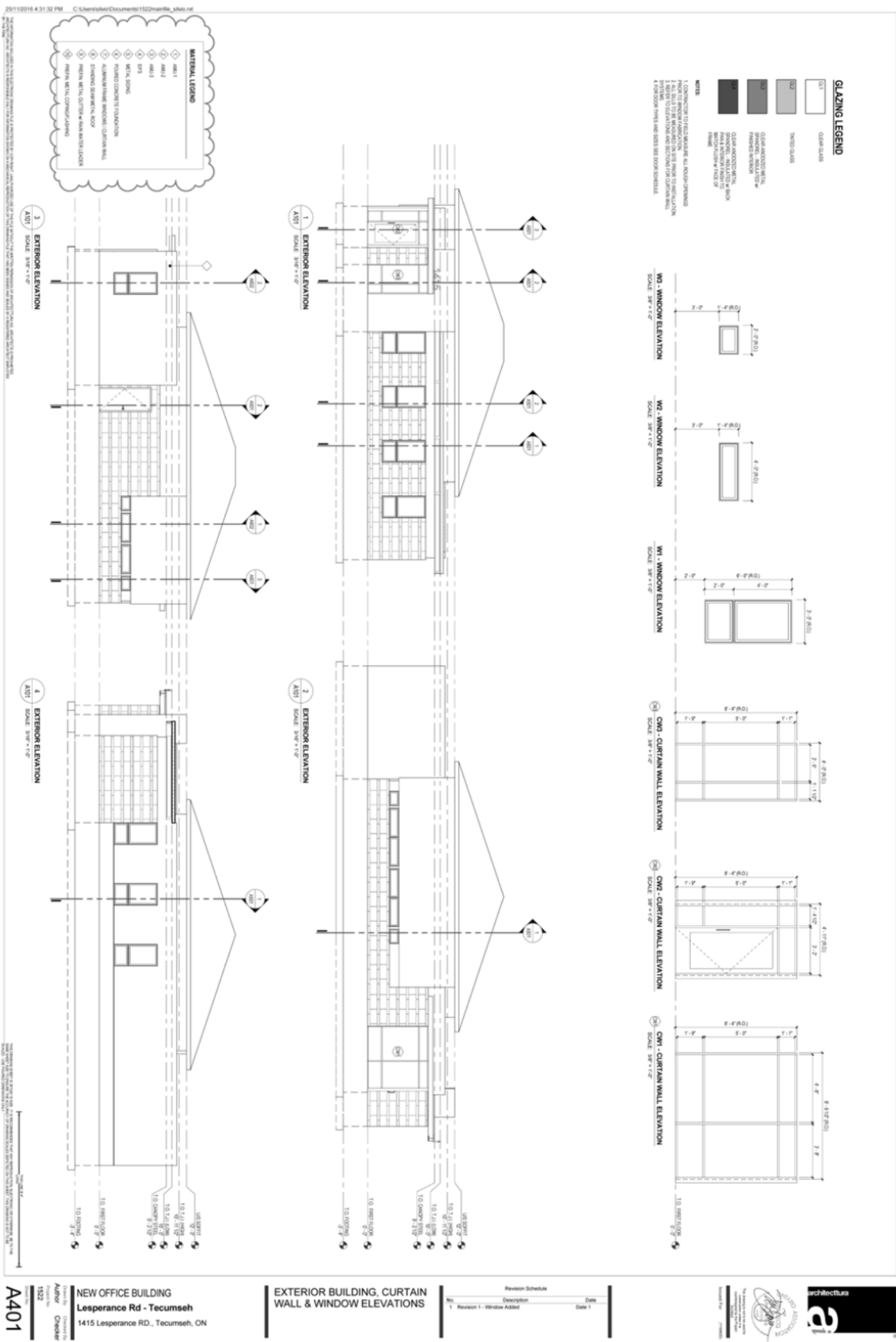


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## SCHEDULE "D"

### ELEVATION PLAN



**THE CORPORATION OF THE TOWN OF TECUMSEH**  
**BY-LAW NUMBER 2016-76**

Being a by-law to amend By-law 1746,  
the Town's Comprehensive Zoning By-law  
for those lands in the former Town of Tecumseh.  
(Lots 3 & 4, Plan 1194 – 1415 Lesperance Road)

**WHEREAS** By-law No. 1746 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Town of Tecumseh;

**AND WHEREAS** the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 1746;

**AND WHEREAS** this By-law conforms to the Tecumseh Official Plan in effect for the Town of Tecumseh for lands in the former Town of Tecumseh, as amended;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

- 1. That Schedule "A", Map 5, to By-law 1746, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Residential Zone 2 (R2-3)" to "Residential Zone 2 (R2-25)".
  
- 2. That By-law 1746, Section 7, Residential Zone 2 (R2) Zone Regulations, as amended, is hereby further amended by the addition of a new subsection 7.3.25 to immediately follow subsection 7.3.24 and to read as follows:

"7.3.25        Defined Area R2-25 as shown on Schedule "A", Map 5, of this By-Law.

- a)        Permitted Uses
  - i)        uses permitted in Section 7.1.1 of this by-law; or
  - ii)       offices, general or professional.
  
- b)        Permitted Building and Other Structures
  - i)        buildings and structures for the uses permitted in subsection 7.3.25 a);
  - ii)       accessory buildings and structures for the uses permitted in subsection 7.3.25 a).
  
- c)        Zone Provisions for Uses Permitted in Section 7.3.25 a) i)

All lot and building requirements for the permitted buildings and structures permitted in subsection 7.3.25 a) i) shall be in accordance with subsections 7.1.3 to 7.1.12, inclusive of this By-law.

d) Zone Provisions for Uses Permitted in Section 7.3.25 a) ii)

All lot and building requirements for the permitted buildings and structures permitted in subsection 7.3.25 a) ii) shall be in accordance with subsections 7.1.3 to 7.1.12, inclusive of this By-law, except for the following:

- i) Minimum Front Yard Depth 3.5 metres
- ii) Minimum Northern Interior Side Yard Width 1.2 metres
- iii) Minimum Southern Interior Side Yard Width 5.5 metres
- iv) Minimum Rear Yard Depth 16.1 metres

e) Other Zone Provisions for Uses Permitted in Section 7.3.25 a) ii)

- i) Buffer strips, having a minimum width of 0.9 metres and 3.5 metres, in compliance with subsection 5.23, shall be provided along the southerly interior side lot line and rear lot line, respectively;
- ii) Notwithstanding Section 5.30 of this By-law a minimum of 9 parking spaces and 1 barrier free parking space shall be provided on lands zoned R2-25."

3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

**READ** a first and second time this 25<sup>th</sup> day of October, 2016.

\_\_\_\_\_  
Gary McNamara, Mayor

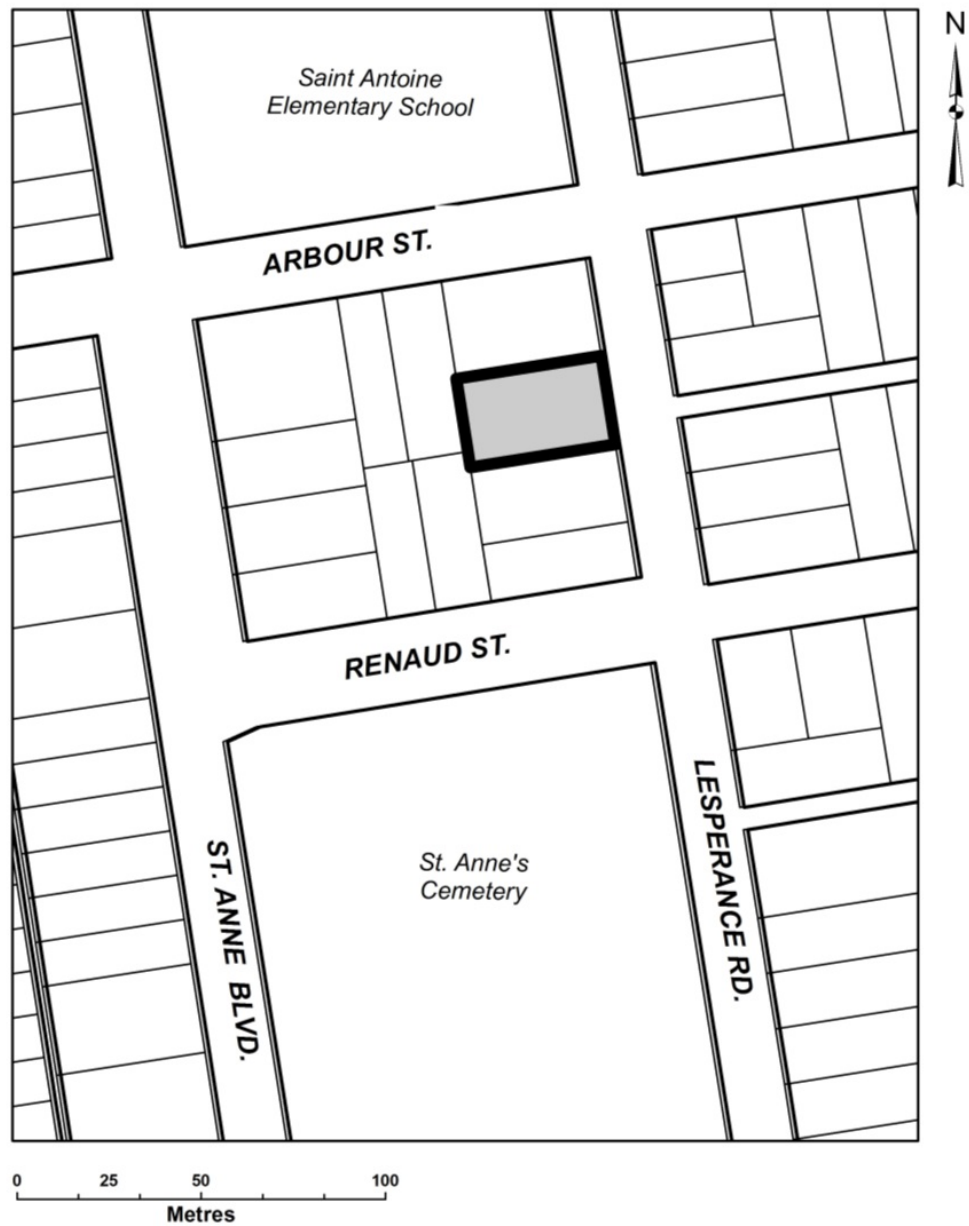
\_\_\_\_\_  
Laura Moy, Clerk


**READ** a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Gary McNamara, Mayor

\_\_\_\_\_  
Laura Moy, Clerk

SCHEDULE "A"  
1415 LESPERANCE ROAD  
LOTS 3 & 4, PLAN 1194  
TOWN OF TECUMSEH



 Change from "R2-3" to "R2-25"

This is Schedule "A" to By-law No. 2016-76.  
Passed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

## 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	Update provided by Legal on March 14, 2017
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
1/17	Mar 14, 2017		Optimist Club	A request is made for an impact study on the support the Optimist Club of St. Clair Beach provides to the community through all their fundraising efforts and organized events.	Recreation	
2/17	Mar 14, 2017		Ontario Power Generation	Administration is directed to provide information regarding the Ontario Power Generation's site location to house nuclear waste in Ontario and the environmental effects to the Great Lakes.	Manager Strategic Initiatives	
3/17	Mar 14, 2017		Alley Closing Policy	An alley closing policy is requested to establish a uniformed process for closing alleys.	Clerks	
4/17	Mar 28, 2017		Oldcastle Hamlet	The presentation and requests made by FOOD is referred to Administration for a report and recommendation.	Planning	
7/17	Apr 11, 2017		Noise Decibel	A request is made to investigate how other municipalities manage the entertainment noise decibel level at events.	Recreation	
8/17	April 25, 2017		Pentilly Parking – East Side	Administration is asked to investigate parking restrictions on the east side of Pentilly Road and to report the findings at a May regular meeting of Council.	PWES	

Meeting Date: May 9, 2017

**THE CORPORATION OF THE TOWN OF TECUMSEH**

**BY-LAW NUMBER 2017-35**

Being a by-law to confirm the proceedings of the  
**May 9, 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 **May 9, 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 **May 9, 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 9<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
Gary McNamara, Mayor

“SEAL”

\_\_\_\_\_  
Laura Moy, Clerk