

Tuesday, May 23, 2017, 7:00 PM  
Tecumseh Town Hall  
[www.tecumseh.ca](http://www.tecumseh.ca)

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	Tuesday, June 27, 2017	
	5:00 pm   Policies & Priorities Committee Meeting	
	6:00 pm   Public Council Meeting Re: OPA & ZBA 11941 Tecumseh Road	
	6:30 pm   Court of Revision Re: East McPherson Drain	
	7:00 pm   Regular Council Meeting	
<b>18.</b>	<b>ADJOURNMENT</b>	

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

Tecumseh Council meets in special session on Tuesday, May 9, 2017 at the Town of Tecumseh at 5:00 p.m.

(SCM 4-1)

**ORDER**

In the absence of the Mayor Gary McNamara, the Deputy Mayor Joe Bachetti calls the meeting to order at 5:06 p.m.

(SCM 4-2)

**ROLL CALL**

Present:

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

Also Present:

Chief Administrative Officer	- Tony Haddad
Director Corporate Services & Clerk	- Laura Moy
Deputy Clerk	- Christina Hebert
Director Planning & Building Services	- Brian Hillman
Director Parks & Recreation Services	- Paul Anthony
Director Fire Services & Fire Chief	- Doug Pitre

The Mayor is absent on municipal business.

(SCM 4-3)

**PECUNIARY INTEREST**

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

(SCM 4-4)

**INTRODUCTION AND PURPOSE OF MEETING**

The purpose of the meeting is to discuss the Ward Boundary Option 3B\*\* as accepted by Council at the March 28, 2017 regular meeting of Council and to receive a further report from the Town's consultant, as well as to have any questions by the Members be addressed by Mr. John Matheson, Principal of StrategyCorp.

(SCM 4-5)

**DELEGATIONS**

The Chief Administrative Officer advises the special meeting of Council was scheduled to allow the opportunity for Council to have some discussions as it related to the accepted Option, as amended, and to have any questions addressed prior to the Director Corporate Services & Clerk's Report No. 06/17 regarding the adoption of by-laws to approve the Ward Boundary Adjustments and changes to the composition of Council.

The efforts of StrategyCorp and Administration on this matter are acknowledged.

It is reiterated the objective of the amendments to the ward boundaries is in keeping with the five (5) guiding principles, subject to the 'overriding principle' of effective representation, as established in the Terms of Reference for the Ward Boundary and Council Structure Review. The guiding principles respect the history of the community.

The need for a balanced approach to address the multi-variable optimization is expressed. The new Ward 2 growth immediately after implementation will see an increase of 156% based on feedback from Administration on the estimated future growth. It is stated that the proposed 'tweaks', referred to as Options 123 - 1-3 have reduced this significant growth over Option 3B\*\*. Ten year growth projections for Ward 2 are occurring now, however the 'tweaks' allow for a moderate level increase than Option 3B\*\*.

In response to an inquiry, Mr. John Matheson confirms to the degree that each of the three alternatives were put to the same test; he stands by the comment that all are better options than the status quo. Options 123 – 1-3 are minor 'tweaks' to Option 3B\*\*. While Option 3B\*\* picked boundary lines to optimize neighbourhoods and close range of various sizes, the other three options draw different neighbourhoods.

The rate of change is not one of the court tests. However, Mr. Matheson cautions to be aware of the difference between division of neighbourhoods and the addition of another community. Ultimately, Option 3B\*\* is the best solution, but all options are better than the status quo.

It is noted other municipalities have recently undergone reviews. In particular, the City of Windsor used an optimal ratio of no ward over 25% of the average population. An inquiry is made respecting whether Option 3B\*\* improved the original recommendation of Option 3B, in this regard.

Mr. Matheson confirms there is a degree of flexibility in the range of numbers. The test utilized in the review was 25% but recognizing potential to go above for certain reasons, for example proposes of effective representation. Option 3B and 3B\*\* both are within an acceptable range.

Discussion ensues regarding the new Wards 2 and 3 are larger to start and considerable growth is anticipated in the future. The need for an equal balance to start is expressed.

With respect to the possibility of moving the new Ward 4 north of EC Row to facilitate massaging the numbers, Mr. Matheson advises EC Row is an impermeable barrier and as heard throughout the consultations, this barrier ought to be respected.

The Deputy Mayor explains there is no foreseeable timetable for the EC Row and Lesperance Road intersection redesign.

As this is the first adjustment since amalgamation, it is suggested the 'tweaks' respect all of the guiding principles while advocating for a gradual amount of change to start.

It is noted that Option 3B\*\* impacts historical significance by dividing Dillion Drive, the longest street in Tecumseh, and William Street into two wards.

(SCM 4-6)

### **COMMUNICATIONS**

- A. Chief Administrative Officer, Report No. 05/17 Re: Ward Boundary and Council Structure Review
- B. StrategyCorp Report, Re: Ward Boundary Review - Supplementary Report

Motion: (SCM-10/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Andrew Dowie

**THAT** the Communications listed as Items A and B on the May 9, 2017, Special Council Meeting Agenda, be received.

Carried

(SCM 4-7)

**ADJOURNMENT**

Motion: (SCM-11/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Tania Jobin

**THAT** there being no further business to discuss, the May 9, 2017 Special Meeting of Council now adjourn at 5:39 pm.

Carried

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

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

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

Tecumseh Council meets in public session on Tuesday, May 9 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:00 p.m.

(PCM 6-1)

**ORDER**

The Deputy Mayor calls the meeting to order at 6:04 p.m.

(PCM 6-2)

**ROLL CALL**

Present:	Mayor	- Gary McNamara (6:13 pm)
	Deputy Mayor	- Joe Bachetti
	Councillor	- Rita Ossington
	Councillor	- Andrew Dowie
	Councillor	- Brian Houston
	Councillor	- Tania Jobin
	Councillor	- Bill Altenhof

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Director Fire Services & Fire Chief	- Doug Pitre
	Deputy Clerk	- Christina Hebert
	Director Planning & Building Services	- Brian Hillman (6:34 pm)
	Manager Planning Services	- Chad Jeffery
	Manager Roads & Fleet	- Kirby McArdle

(PCM 6-3)

**PECUNIARY INTEREST**

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

(PCM 6-4)

**INTRODUCTION AND PURPOSE OF MEETING**

The purpose of the meeting is to consider the status of issues that arose at the first public meeting regarding the proposed Official Plan and Zoning By-law amendments pursuant to the provisions of the *Planning Act, R.S.O. 1990*.

An application has been filed with the Town of Tecumseh requesting that the St. Clair Beach Official Plan be amended by changing the land use designation on a 1,000 square metre (10,764 square foot) property located on the east side of St. Mark's Road (116 St. Mark's Road), approximately 60 metres south of its intersection with Riverside Drive from "Single Family Residential" to "Commercial" along with a site-specific land use policy. The proposed site-specific land use policy would facilitate an addition to the existing Lakeview Montessori private school consisting of an auditorium/gymnasium.

(PCM 6-5)

**DELEGATIONS**

The Manager Planning Services explains a Public Council Meeting was held in July 2016 to consider Official Plan and Zoning By-law amendments to facilitate a gymnasium expansion on the site south of the school, formerly owned by St. Mark's By-The-Lake Church. At the meeting, Council referred the matter back to Administration for further review and reporting on the issues raised at the meeting.

He summarizes the issues raised at the meeting and responds to them. The issues previously raised included: traffic and parking concerns, potential uses for proposed gymnasium, architectural design, gymnasium height and setback, refuse/recycling bin storage location, speed limits, and off-site improvements.

Brian Payne

Mr. Brian Payne, a member of the Board of Directors for Lakeview Montessori School (School) and parent of a student attending the School, advises of the efforts the School has undertaken since receiving the comments made at the previous Public Council Meeting.

Mr. Payne states the School is committed to continuing with the project in the least disruptive manner on the community. He explains the protocols implemented for pick up and drop off for students, extending from 30 to 45 minute time periods. While the School tends to use more parking at St. Mark's By-The-Lake Church (Church) on rainy days, Mr. Payne feels there is no longer parking on the roads and residential areas. Additionally, teachers are monitoring and directing parents on parking.

In regards to addressing the aesthetics of the building, the height of the proposed gymnasium was taken from 30.3 feet to 26.3 feet, the minimum for an active gymnasium.

Mr. Payne expresses the School is a good neighbour and has tried to address all other points raised at the prior meeting. He advises he will listen to comments this evening and try to address any further concerns.

Mr. Payne explains why the School has not considered relocating to another site, such as D M Eagle Public School or Puce Public School. The School does not wish to be a 300-400 student school as they feel the current smaller environment is a better learning environment. D M Eagle Public School and Puce Public School are older schools with significantly higher operating costs. Also, the time frame of D M Eagle Public School relocation is unknown at this time and Lakeview Montessori School is not recognized by the School Board as a school, therefore would be further down the list on opportunity for purchasing.

Carolynne Mastellotto

Ms. Carolynne Mastellotto, St. Mark's By-The-Lake Church Warden, explains the current informal agreement with the School to use the Church's facilities to allow teachers to park in the Church lot.

On February 12, 2017, the Church received a legal agreement between the School, St. Mark's By-The-Lake and the Town of Tecumseh, requesting signature of the agreement by February 15, 2017. The Church Minister talked to their legal entities and advised the School, in writing, the next day that they were unable to sign. The Church lands are held in trust by the Diocese of Huron and accordingly, the Church is not able to cede the use of the property. The Church is permitted to enter 'friendly neighbourhood' agreements, such as use of the Church when the School was flooded but are not able to enter into a shared use agreement.

Ms. Mastellotto advises the Church would consider an informal agreement for parking. A mutual agreement for shared use of the School's parking was previously discussed, however it is very rare the Church needs more parking. The Church notifies the School when they have a funeral and the School is unable to use the church parking as a result.

She expressed disappointment that the School has not contacted the Church since receiving the agreement and has not received notice of meetings.

The Mayor advises the notice of meetings is mailed to the address of the property owner and not the local entity address.

Diana and Ed Bialek

Mrs. Bialek conveys they also have not received mailing notifications.

Mr. and Mrs. Bialek live across the street from the School and state they, along with speaking on behalf of their neighbours, see and live the parking concerns daily. Their front lawn has tire ruts from drivers doing u-turns onto their property. They have to wait daily while people pull in and use their driveway.

Mrs. Bialek advises she wrote a letter Sunday evening, to Councillor Bill Altenhof, regarding living across the street from the School and why they want to see it remain residential. They feel the School has generated significant traffic, disturbing the once quiet street and blocking their driveway.

It is their opinion that the current School location is not large enough for the proposed gymnasium and limited parking. Nor do they believe it is an aesthetically pleasing building and would like to see the School moved to another site and the sale of the School used for residential development.

Mrs. Bialek notes various trucks, including UPS trucks are also regularly at the site.

Sandra Crouse

Ms. Sandra Crouse identifies her three (3) major concerns.

It is stipulated what the School is able to do with the current site, however if the School moves in the future, she inquires what will be the rules for the new occupant.

Secondly, with respect to parking, the plan as presented only includes nine (9) additional parking spaces, yet she advises yesterday she counted 20 people parked and today 15 cars parked for the entire day, resulting in the School relying upon the Church facilities. In the event of overlapping events at both the School and the Church, Ms. Crouse stresses the impact of limited parking.

Further, it is her opinion that the traffic survey did not take into account vehicles from St. Gregory's or the number of u-turns occurring. She is worried about the increased difficulty entering and exiting her driveway and the use of the boulevard for parking.

The view from her front window of the School is not pleasing, in particular with respect to garbage. She believes the School is not sensitive to residential issues and problems will continue as the School increases into the residential area.

Vince Lehmann

Mr. Vince Lehmann's main concern is that the initial intent for the area was not for a school but to serve the community [i.e. convenience store and hair dresser]. He expresses the residents are fighting to maintain their residential community while the School, which started out small, continues to expand and encroach onto residential property.

Edward Pop

Mr. Edward Pop believes that the proposed development is much larger than what is permitted under St. Clair Beach Zoning By-law 2065. He is concerned the proposed height of the building will over-shadow his backyard and not allow plants to grow.

Home value, in his opinion, will decrease due to commercial uses. He moved to the area for residential benefits and feels those benefits are diminishing with this proposed development. He constantly has sports balls in his backyard and the noise will only increase as the school grows.

Mr. Pop asks Council to pause and think twice before approving the addition and turning a residential area into a commercial area.

Cathie Heath

Ms. Cathie Heath is a 25-year resident who also disagrees with the proposed changes. She is disappointed that she did not receive the information in advance of tonight's meeting and did not receive a map until it was requested.

Councillor Dowie assures the residents that no decisions are being made tonight and that this evening is an opportunity to hear from residents on the proposed use of the site and whether it is appropriate and complementary to the area. He states the Engineer who conducted the traffic study is one of the best and well-regarded engineers in the area.

The Mayor further ensures Administration will investigate why the notices were not delivered. Tonight's meeting is information gathering prior to making a decision. He



asks the residents to submit their letters and comments to the Director Corporate Services & Clerk for the record.

The Director Planning & Building Services confirms a notice for the meeting was provided and there is a listing of the mailings. He advises the Town has experienced problems recently with Canada Post and further investigation will be held to determine the issues. In accordance with the Act, the notices are sent to the mailing addresses.

The Deputy Mayor suggests the residents here tonight provide their emails for future contact, in addition to the statutory mailing address. Additional background on the property and development of the school site is warranted to assist in moving forward on a decision in this matter.

(PCM 6-6)

**COMMUNICATIONS**

- A. Second Notice of Public Meeting, Re: Lakeview Montessori Private School Proposed Official Plan Amendment and Zoning By-Law Amendment
- B. Manager, Planning Services, Report No. 11/16, Re: Official Plan Amendment and Zoning By-Law Amendment, Lakeview Montessori School, 116 St. Mark's Road
- C. Manager, Planning Services, Report No. 13/17, Re: Official Plan Amendment and Zoning By-Law Amendment, Lakeview Montessori School, 116 St. Mark's Road

Motion: (PCM-13/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**THAT** the Communications listed as Items A through C on the May 9, 2017, Public Council Meeting Agenda, be received.

Carried

(PCM 6-7)

**ADJOURNMENT**

Motion: (PCM-14/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rita Ossington

**THAT** there being no further business to discuss, the May 9, 2017, Public Meeting of the Council of the Town of Tecumseh adjourn at 6:57 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk

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

Tecumseh Council meets in regular public session on Tuesday, May 9, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 8-1)

### **ORDER**

The Mayor calls the meeting to order at 7:07 pm.

(RCM 8-2)

### **MOMENT OF SILENCE**

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

(RCM 8-3)

### **NATIONAL ANTHEM**

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

(RCM 8-4)

### **ROLL CALL**

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

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Christina Hebert
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Planning & Building Services	- Brian Hillman
	Director Parks & Recreation Services	- Paul Anthony
	Manager Roads & Fleet	- Kirby McArdle
	Drainage Superintendent	- Sam Paglia
	Manager Planning Services	- Chad Jeffery

### **PECUNIARY INTEREST**

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

(RCM 8-5)

### **MINUTES**

Motion: (RCM-146/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Andrew Dowie

**THAT** the minutes of the April 25, 2017, Regular Meeting of Council,  
as were duplicated and delivered to the Members, are adopted.

Carried

(RCM 8-6)

### **SUPPLEMENTARY AGENDA ADOPTION**

None

(RCM 8-7)

**DELEGATIONS****2017 June Callwood Outstanding Achievement Award for Voluntarism**

Rose Rennie is recognized for having received the 2017 June Callwood Outstanding Achievement Award for her Voluntarism in the Town of Tecumseh. She received her award during National Volunteer Week in April from the Minister of Citizenship and Immigration, in Toronto.

Mrs. Rennie thanks Council again for the Donald "Donny" Massender Memorial Volunteer Award and for submitting her as a candidate for the June Callwood Award. She is very honoured to have been selected for the June Callwood Award who she explains was once a resident of Essex County and a socialist for the marginalized in the community.

(RCM 8-8)

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

- A. The Premier of Ontario, Kathleen Wynne, Re: Environmental Protection Initiatives for the Great Lakes
- B. Town of Amherstburg, Re: Notice of Public Meeting, Proposed Housekeeping Zoning By-Law Amendment; Clarify Provisions and Correct Minor Technical Errors
- C. Town of Amherstburg, Re: Notice of Public Meeting, Proposed Housekeeping Zoning By-Law Amendment; Proposed use of Shipping Containers
- D. Town of Amherstburg, Re: Notice of Adoption of Amendment No. 4 to the Official Plan by the Town of Amherstburg
- E. Dillon Consulting, Re: Town of Tecumseh, Tecumseh Storm Drainage Master Plan, Notice of Commencement
- F. Town of Lakeshore, Re: Notice of Open House and Complete Application
- G. Town of Amherstburg, Re: Support for the Town of Richmond Hill's Resolution Regarding Postal Banking
- H. Ministry of Citizenship and Immigration, Re: 2017 Lincoln M. Alexander Award
- I. Canadian Pacific, Re: 2017 Vegetation Control Program

Motion: (RCM-147/17) Moved by Councillor Andrew Dowie  
Seconded by Deputy Mayor Joe Bachetti

**THAT** Communications – *for Information* A through I as listed on the May 9, 2017 Regular Council Meeting Agenda are received.

Carried

Motion: (RCM-148/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Bill Altenhof

**THAT** the Mayor send correspondence on behalf of Council to the Town of Lakeshore, in relation to the Notice of Open House for a proposed Zoning By-law Amendment for the property located at the north east corner of Manning Road and North Rear Road, advising the fence on the property is not very complementary or visually pleasing for our residents in the area and to advocate for the removal of the fence as a condition of rezoning.

Carried

**Communications - Action Required**

None.

Motion: (RCM-149/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Bill Altenhof  
**THAT** the Director Parks & Recreation Services, Report No. 09/17  
Re: Riverside Drive & Kensington Blvd Corner Redevelopment  
Project and Naming Request, be moved forward on the Agenda.  
Carried

The Mayor acknowledges the presence of Mike Rohrer's wife, children, mother and sisters at this evening's meeting.

Motion: (RCM-150/17) Moved by Councillor Bill Altenhof  
Seconded by Deputy Mayor Joe Bachetti  
**THAT** the request to name the Riverside Drive & Kensington Blvd  
corner the "Michael Rohrer Boulevard" be approved.  
As recommended by the Director, Parks & Recreation Services  
under Report No. 09/17.  
Carried

The Members reflect on the impact Mike Rohrer had to them personally, as well as his contributions to the community.

(RCM 8-9)

**COMMITTEE MINUTES**

Motion: (RCM-151/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston  
**THAT** the January 31, 2017 minutes of the Joint Health & Safety  
Advisory Committee, as was duplicated and delivered to the  
Members of Council, are accepted.  
Carried

Motion: (RCM-152/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin  
**THAT** the May 2, 2017 minutes of the Joint Health & Safety  
Advisory Committee, as was duplicated and delivered to the  
Members of Council, are accepted.  
Carried

Motion: (RCM-153/17) Moved by Councillor Brian Houston  
Seconded by Councillor Bill Altenhof  
**THAT** the April 13, 2017 Minutes of the Police Services Board, as  
was duplicated and delivered to the Members of Council, are  
accepted.  
Carried

Motion: (RCM-154/17) Moved by Councillor Tania Jobin  
Seconded by Deputy Mayor Joe Bachetti  
**THAT** the April 27, 2017 Minutes of the Senior Advisory Committee,  
as was duplicated and delivered to the Members of Council, are  
accepted.  
Carried

(RCM 8-10)

**REPORTS**

Director Corporate Services & Clerk, Report No. 06/17, Re: Changes to the Wards & Boundaries and Composition of Council

Motion: (RCM-155/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**THAT** Option 3B\*\* be amended to implement the derivative Option 123-1, to respect the historical boundaries of the Wards.

Recorded Vote:

Councillor Rita Ossington	Support
Councillor Andrew Dowie	Oppose
Councillor Bill Altenhof	Support
Mayor Gary McNamara	Oppose
Deputy Mayor Joe Bachetti	Oppose
Councillor Brian Houston	Oppose
Councillor Tania Jobin	Oppose

Motion Lost

Motion: (RCM-156/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**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** 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** 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 FURTHERMORE THAT** 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.

As recommended by the Director Corporate Services & Clerk under Report No. 06/17.

Recorded Vote:

Councillor Rita Ossington	Oppose
Councillor Andrew Dowie	Support
Councillor Bill Altenhof	Oppose
Mayor Gary McNamara	Support
Deputy Mayor Joe Bachetti	Support
Councillor Brian Houston	Support
Councillor Tania Jobin	Support

Carried

Director Corporate Services & Clerk, Report No. 08/17, Re: Noise By-Law Exemption Request, St. Charbel Parish - Windsor

Motion: (RCM-157/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rita Ossington

**THAT** 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** St. Charbel inform the area residents of this exemption from the Noise By-law;

**AND FURTHER THAT** concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to be monitored.

As recommended by the Director Corporate Services & Clerk under Report No. 08/17.

Carried

Director Corporate Services & Clerk, Report No. 09/17, Re: Request for Noise By-Law Exemption Beach Grove Golf & Country Club

Motion: (RCM-158/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

**THAT** 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** the area residents and OPP be informed of this exemption from the Noise By-law;

**AND FURTHER THAT** concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to be monitored.

As recommended by the Director Corporate Services & Clerk under Report No. 09/17.

Carried

Director Corporate Services & Clerk, Report No. 10/17, Re: Changes to the Wards & Boundaries and Composition of Council Supplementary Report to Corporate Services & Clerk Report No. 06/17

Motion: (RCM-159/17) Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

**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.

As recommended by the Director Corporate Services & Clerk under Report No. 10/17.

Carried

Manager Planning Services, Report No. 12/17, Re: Site Plan Control Agreement, V.A.C. Management Inc. and D.C. Management Inc., 1415 Lesperance Road

Motion: (RCM-160/17) Moved by Councillor Rita Ossington

Seconded by Councillor Brian Houston

**THAT** third and final reading of Zoning By-law Amendment (By-law 2016-76), be given;

**AND THAT** a by-law authorizing the execution of the V.A.C. Management Inc. and D.C. Management Inc. site plan control agreement, satisfactory 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*;

**AND FURTHER THAT** the Mayor and Clerk be authorized to execute the site plan agreement, as attached to Planning and Building Services Report No. 12/17 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.

As recommended by the Manager Planning Services, under Report No. 12/17.

Carried

In response to a question, the Director Planning & Building Services explains the zoning of the site and permitted professional office uses.

Manager Planning Services, Report No. 14/17, Re: Official Plan and Zoning By-Law Amendments, 2253246 Ontario Inc. (Mr. Carl Bernat), 11957 Tecumseh Road

Motion: (RCM-161/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**THAT** Manager Planning Services, Report No. 14/17 be received, and referred back to Administration for further review and reporting.

Carried

Director Planning & Building Services and Director Public Works & Environmental Services, Report No. 15/17, Re: Sumatara Investments Limited, Estates of Lakewood Park Residential Subdivision, Issue of Sidewalks and On-Street Parking

Motion: (RCM-162/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston

**THAT** 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** 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.

As recommended by the Director Planning & Building Services and Director Public Works & Environmental Services under Report No. 15/17.

Carried

In response to inquiries regarding on-street parking, the Manager Roads & Fleet explains the complexities of snow removal when parking is permitted.

The Director Planning & Building Services explains the difficulty of permitting parking in the area of townhomes due to the close proximity of driveways. On-street parking is generally for visitors. Parking is also used as friction to help slow down traffic intuitively. The proposed permitted parking was viewed as the most reasonable approach for Public Works.

In response to an inquiry, the Manager Roads & Fleet advises of the operational difficulties when considering alternating parking on both sides of the street.

No parking at all would certainly be supported by Administration.

Drainage Superintendent, Report No. 22/17, Re: Review of Active Municipal Drainage Works, 2016 Year End Update

Motion: (RCM-163/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Tania Jobin

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

As recommended by the Drainage Superintendent, under Report No. 22/17.

Carried

(RCM 8-11)

**BY-LAWS**

Motion: (RCM-164/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Tania Jobin

**THAT** By-law No. 2017-22 being a by-law to provide for the alteration of the Wards and Ward Boundaries for the Town of Tecumseh be given first and second readings.

Carried



Motion: (RCM-165/17) Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**THAT** By-law No. 2017-22 being a by-law to provide for the alteration of the Wards and Ward Boundaries for the Town of Tecumseh being given third and final reading.

Carried

Motion: (RCM-166/17) Moved by Councillor Brian Houston

Seconded by Councillor Rita Ossington

**THAT** By-law No. 2017-23 being a by-law to alter the composition of the Council for The Corporation of the Town of Tecumseh;

**AND THAT** By-law No. 2017-30 being a by-law to provide for Municipal Housing (Municipal Housing Facilities By-law);

**AND FURTHER THAT** By-law No. 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;

**AND FURTHERMORE THAT** By-law No. 2017-34 being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and V.A.C. Management Inc. & D.C. Management Inc.

Be given first and second reading.

Carried

Motion: (RCM-167/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**THAT** By-law No. 2017-23 being a by-law to alter the composition of the Council for The Corporation of the Town of Tecumseh;

**AND THAT** By-law No. 2017-30 being a by-law to provide for Municipal Housing (Municipal Housing Facilities By-law);

**AND THAT** By-law No. 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;

**AND FURTHER THAT** By-law No. 2017-34 being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and V.A.C. Management Inc. & D.C. Management Inc.;

**AND FURTHERMORE THAT** By-law No. 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).

Be given third and final reading.

Carried

By-law No. 2017-31 being a by-law to adopt the Official Plan Amendment for 2253246 Ontario Inc. (Carl Bernat), 11957 Tecumseh Road and By-law No. 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 (11957 Tecumseh Road), is referred back to Administration.

(RCM 8-12)

**UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 8-13)

**NEW BUSINESS**

**Dillon Drive Name Recognition**

Naming recognition is requested for Jack Dillon, who died in World War II and is the name sake for Dillon Drive.

Canada Post

The Mayor's Office will be contacting the local MP regarding Canada Post's responsibility for maintaining boulevards in the area of community mailboxes and the recommendation of the Governance Committee to restore door-to-door mail delivery.

Policies & Priorities Committee

The following matters are referred to the Policies & Priorities Committee: Subdivision Design, including traffic calming measures for new streets and Naming Policy to identify criteria for recognition.

Anti-Idling

An update is requested on the review of an anti-idling regulation and request from the City of Windsor for an idling time for vehicles to be set at 3 minutes, excluding transit.

OSUM Conference

Councillor Andrew Dowie shares information received at the OSUM Conference, including topics on joint and several liability, as well as other emerging issues.

Upcoming Events

A reminder is given for the Soirée Coffee House on Friday, May 12, 2017 starting at 7:00 pm and the 11<sup>th</sup> Annual BIA Street Pole Banner Contest, also on May 12.

(RCM 8-14)

**MOTIONS**

Motion: (RCM-168/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**THAT** By-law 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 be given first, second, third and final reading.

Carried

(RCM 8-15)

**NOTICES OF MOTIONS**

There are no Notices of Motion.

(RCM 8-16)

**NEXT MEETING**

A Public Meeting of Council will be held at 6:00 pm on Tuesday, May 23, 2017 regarding East McPherson Drain.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, May 23, 2017.

(RCM 8-17)

**ADJOURNMENT**

Motion: (RCM-169/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Bill Altenhof

**THAT** there being no further business, the May 9, 2017, regular meeting of Council now adjourn at 8:47 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk



# Capacity & Safety Improvements

CR 22 / CR 19 Intersection

# Noise Exemption Request

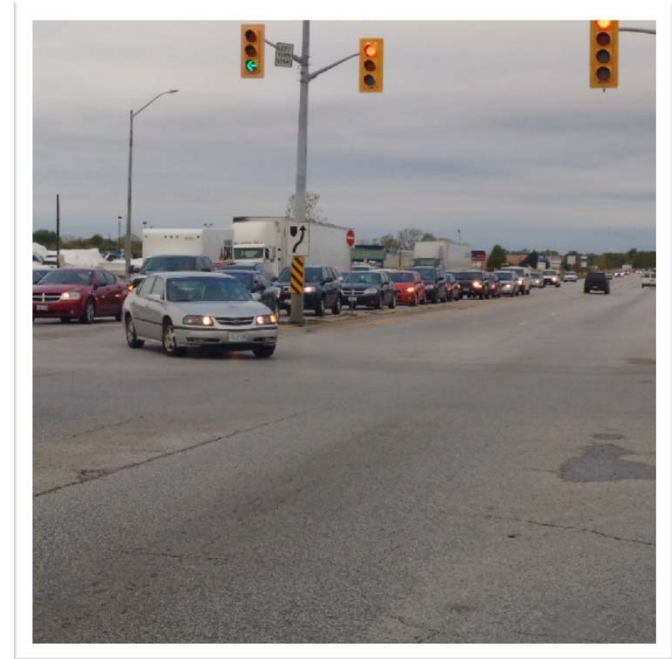
- Exemption from the noise bylaw was requested of Tecumseh and Lakeshore
- Lakeshore has granted the exemption
- Tecumseh is requested to also grant the exemption to assist with the expediting of the construction activities

# Tender Award

- Low bid received from Amico Infrastructures at \$6,868,200
- County Council awarded the contract on May 17 2017
- Anticipated mobilization the week of May 23 2017
- Targeted completion date of November 30 2017

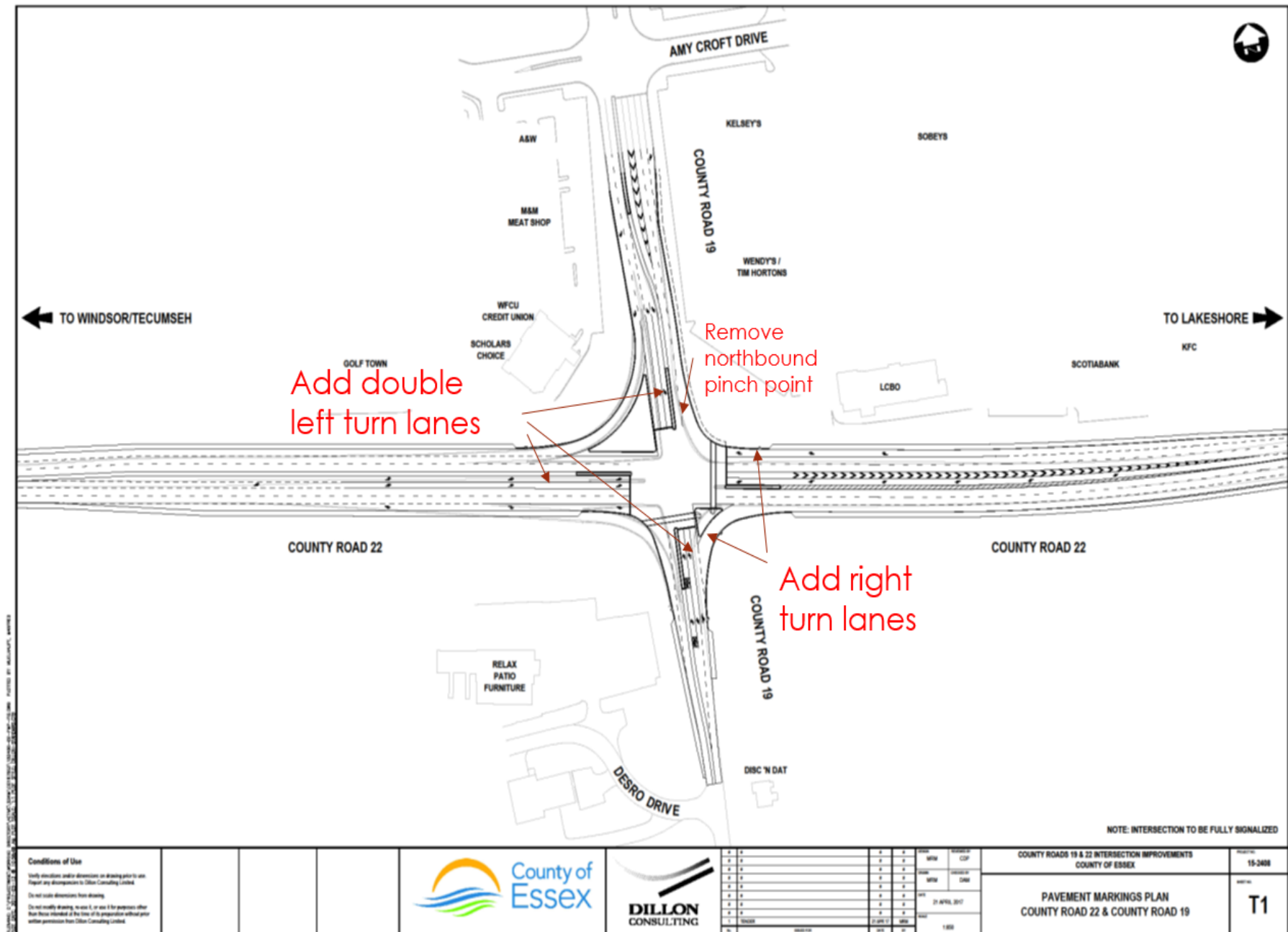
# Existing Conditions

- Level of Service F:
  - the amount of traffic approaching the intersection exceeds the capacity.
  - the current operation promotes stop and go patterns with significant delays and increased safety risks
- AADT in excess of 40,000 vehicles



# Proposed work consists of additional turning lanes

- Double left turn from eastbound CR 22 to northbound CR 19
- Double left turn from northbound CR 19 to westbound CR 22
- Right turn lane from westbound CR 22 to northbound CR 19
- Right turn lane from northbound CR 19 to eastbound CR 22
- Additional thru lane for northbound CR 19 north of CR 22





# Anticipated Staging

- There are six anticipated stages:
- Complex staging requires numerous lane shifts and configurations during the life of the project
- Combination of day time and night time works
- CR 22 will be restricted to single lane in each direction
- Anticipate 3 week closure of CR 19 south of CR 22
- Anticipate 2 week partial closure of CR 19 north of CR 22


# Communications Strategy

- A fulsome communications strategy has been developed to ensure consistent, timely and clear delivery of information, which includes:
  - Website homepage banner and dedicated webpage
  - Regular social media posts/updates (#CR2219)
  - Use of rich media: Photos, videos, updated maps, etc.
  - Weekly media updates
  - Flexible and responsive

# Potential Impacts

- The County of Essex understands and acknowledges the potential short-term impacts and remains committed to minimizing delays, while maintaining a safe corridor
- During construction adjacent and parallel corridors will be monitored to proactively mitigate impacts





# **Upper Little River Master Plan Environmental Assessment Environmental Study Report Tecumseh and Windsor**

**Town of Tecumseh Council Meeting**

**May 23, 2017**

**John Henderson, Essex Region Conservation Authority**



## Presentation Overview:

- Study Purpose and Objective
- Key Issues and Challenges
- Study Area and Project Investigations
- Public Information Centres
- Development Alternatives
- Recommended Alternative
- Next Steps
- Questions

## Study Purpose

- ULR watershed is located in both Windsor and Tecumseh
- Future development is proposed in the ULR watershed
- SWM is required to prevent adverse impacts
  - flooding, erosion, water quality
- Guidance is needed for future development at a watershed level
- Guidance must meet the needs of Stakeholders

## Study Objectives

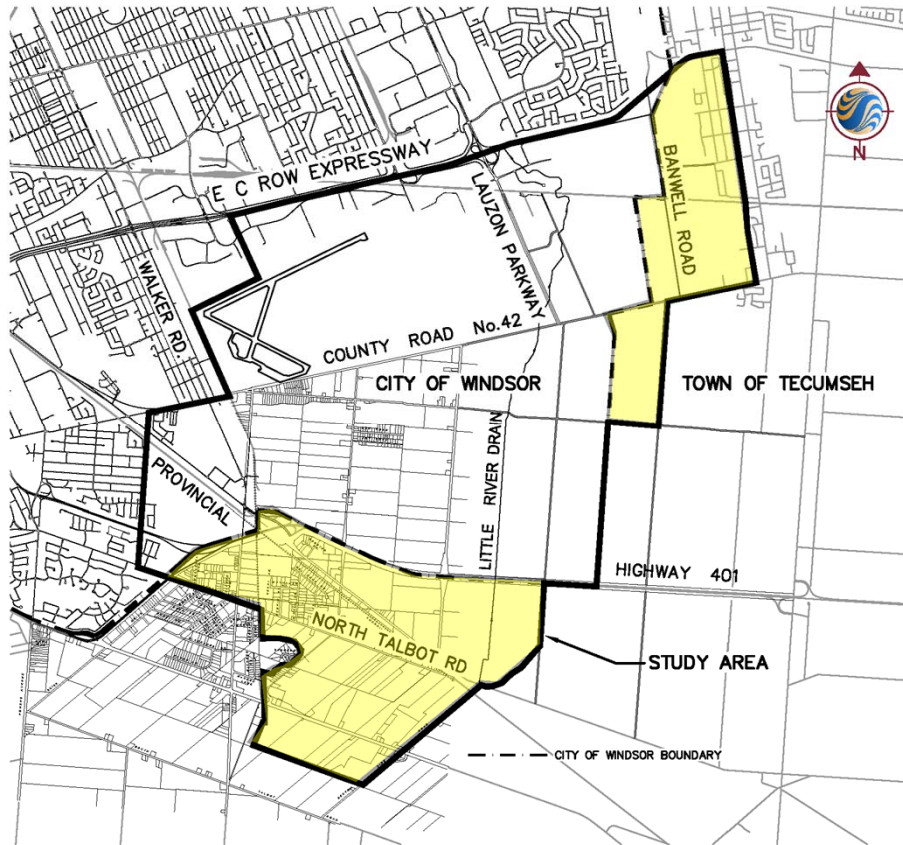
- Class EA process evaluates development options and determines a preferred SWM alternative
- Key considerations include
  - flood control
  - water quality
  - erosion control
  - aquatic habitat
  - aesthetics
  - safety
  - recreation

## Key Issues and Challenges

- Existing flooding and erosion issues within the watershed
- Close proximity to the Windsor Airport
- Development will result in the modification/removal of existing open municipal drains (DFO, MNRF)
- Endangered Species
- Need to minimize fragmentation of natural habitats
- Need to consider recreational linkages



## Study Area



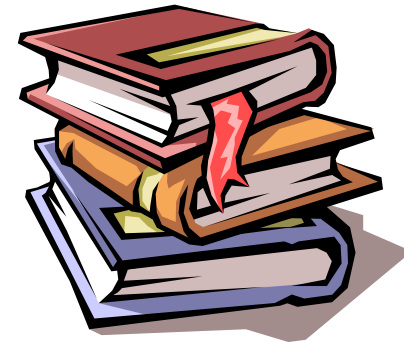
Total area= 4500 Ha

Tecumseh= 14 % of study area

Windsor = 86 % of study area

## Study Investigations

- Ecology
- Hydrogeology
- Hydrology
- Hydraulics
- Fluvial Geomorphology
- Archaeology



## Public Information Centres

- Two Public Information Centres were held
  - May 29, 2012
  - October 22, 2012
- Purpose was to provide information to the public and obtain feedback and comments
- Feedback and comments considered in study

Welcome to the  
**Upper Little River**  
Stormwater Master Plan  
Class Environmental Assessment

Public Information Centre

May 29, 2012



Please sign in

Take an information sheet to record your thoughts  
as you review the display material

City and Town staff and the study team are available  
to discuss your questions and concerns

Public input will influence this study;  
please take time to fill out a comment sheet



## Development Alternatives

1. Do-Nothing – no control for new development
  - adverse impacts downstream – flooding, erosion, quality
2. Water Quality and Erosion Control Only
  - adverse impacts downstream – flooding
3. Communal Stormwater Facilities – small number of large facilities
  - large upfront capital cost, conveyance issues to facilities, airport concerns with large ponds, difficult for staged construction
4. On-line Quantity Control with Local Quality and Erosion Controls
  - Quality and erosion control required at each development, quantity control could be dry ponds with low flow channel, many ponds for municipality to maintain
5. Off-line or Distributed SWM Controls
  - separate ponds for each development addressing quantity, erosion and quality, many ponds for municipality to maintain
6. Grouped Off-line SWM Controls
  - separate ponds for sub-catchment in SWM corridors addressing quantity, erosion and quality, provide controls for more than one property, corridors can promote recreational and natural linkages

## Upper Little River Master Plan Environmental Assessment Environmental Study Report

# Evaluation Criteria

	Do-Nothing	Off-line Water Quantity and no Water Quantity Control	On-line Water Quantity and Quality Controls	On-line Water Quantity and Off-line Water Quantity Controls	Distributed Off- line Water Quantity and Quality Controls	Grouped Off-line Water Quantity and Quality Controls
Criteria	Alternative 1	Alternative 2	Alternative 3	Alternative 4	Alternative 5	Alternative 6
<b>Natural Environment</b>						
Terrestrial Resources, Vegetation and Wildlife Implications	1	5	5	10	10	10
Fisheries Resources and Aquatic Habitat Implications	1	1	1	10	10	10
Groundwater and Baseflow Implications	1	1	10	10	5	5
Surface Water Quality	1	5	5	10	10	10
<b>Total</b>	<b>4</b>	<b>12</b>	<b>21</b>	<b>40</b>	<b>35</b>	<b>35</b>
<b>Average</b>	<b>1</b>	<b>3</b>	<b>5</b>	<b>10</b>	<b>9</b>	<b>9</b>
<b>Economic Environment</b>						
Total Capital Cost	10	5	1	1	1	1
Total Maintenance Cost	1	1	5	5	5	5
<b>Total</b>	<b>11</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>
<b>Average</b>	<b>5.5</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>3</b>
<b>Technical Environment</b>						
Ability to Provide Required Stormwater Management Controls	1	1	10	10	10	10
Ease of Construction/ Implementation	1	1	1	5	10	5
Ability to Meet Agency Requirements	1	1	1	1	10	10
<b>Total</b>	<b>3</b>	<b>3</b>	<b>12</b>	<b>16</b>	<b>30</b>	<b>25</b>
<b>Average</b>	<b>1</b>	<b>1</b>	<b>4</b>	<b>5</b>	<b>10</b>	<b>8</b>
<b>Social / Cultural Environment</b>						
Aesthetics	5	5	10	10	5	10
Health and Safety	1	1	10	5	5	10
Recreational Opportunities \ Social Infrastructure	5	5	10	10	5	10
Cultural Heritage \ Archaeology	10	5	5	5	5	5
<b>Total</b>	<b>21</b>	<b>16</b>	<b>35</b>	<b>30</b>	<b>20</b>	<b>35</b>
<b>Average</b>	<b>5</b>	<b>4</b>	<b>9</b>	<b>8</b>	<b>5</b>	<b>9</b>
<b>Total (sum of all criteria) out of 130</b>	<b>39</b>	<b>37</b>	<b>74</b>	<b>92</b>	<b>91</b>	<b>101</b>
<b>Total (sum of category averages) out of 40</b>	<b>13</b>	<b>11</b>	<b>21</b>	<b>26</b>	<b>27</b>	<b>29</b>

Notes: The rating scale is based on a relative preference where high =10, moderate = 5, and low = 1

- **Natural Environment**
  - veg., wildlife, aquatic, groundwater, baseflow, surface water quality
- **Economic Environment**
  - capital cost, maintenance cost
- **Technical Environment**
  - flood protection, construction, implementation, approvals
- **Social/Cultural Environment**
  - aesthetics, health and safety, recreation, cultural heritage

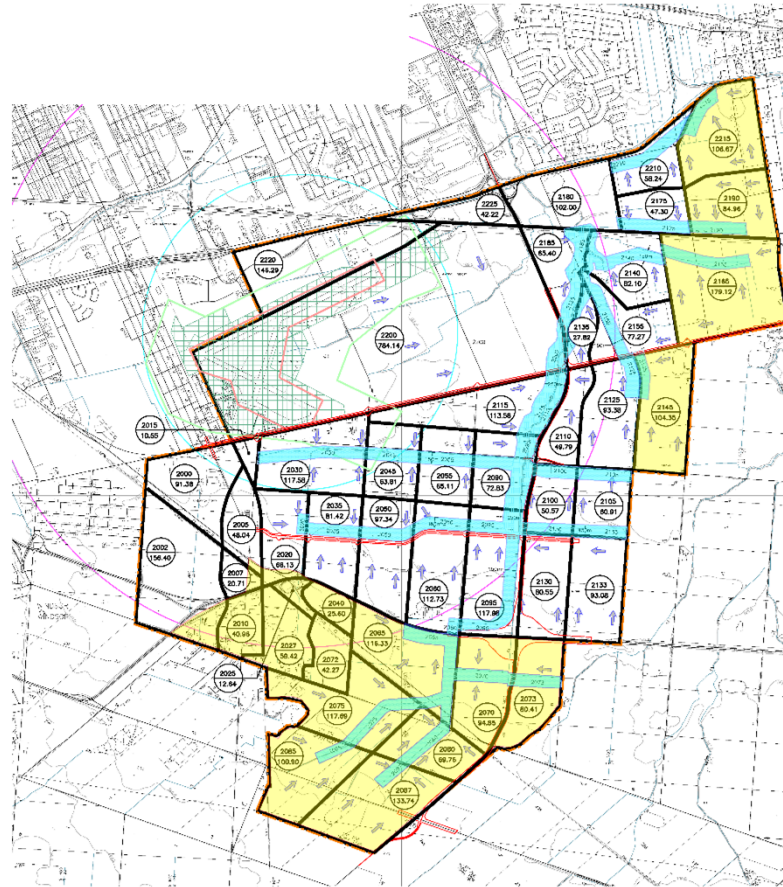
## Preferred Alternative

### Alternative 6 - Grouped Off-line SWM Controls

- SWM facilities in SWM corridors
- Service more than one property
- Quality, quantity and erosion
- Promotes recreational and natural linkages
- Minimizes number of SWM facilities and pumps

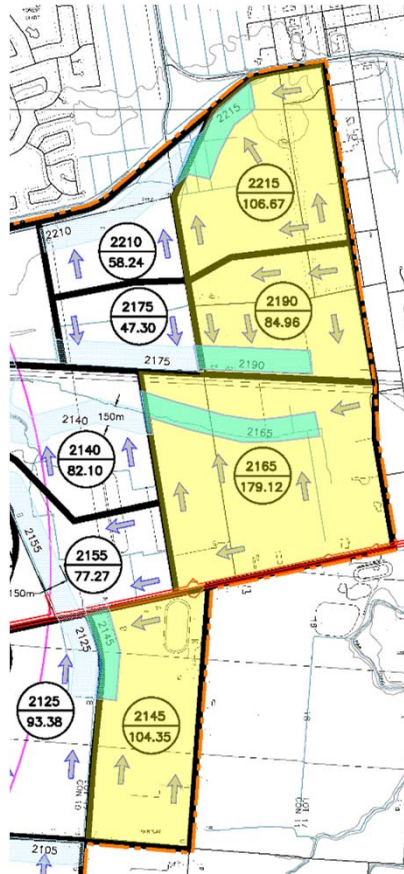


## Proposed Stormwater Management Corridors





## Proposed Stormwater Management Corridors



### Tecumseh Hamlet

- 3 main drainage areas
  - Gouin Drain
  - LaChance Drain
  - Desjardin Drain

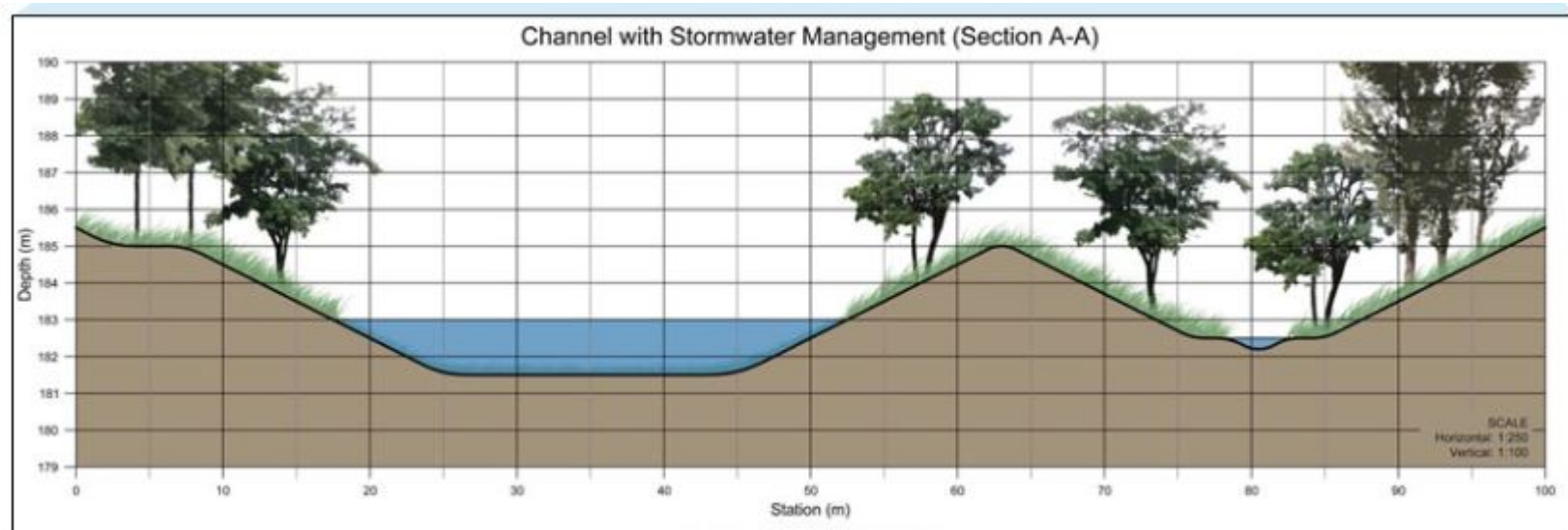




# Conceptual Pond Configuration



## Conceptual Pond Configuration



## Design Considerations

- Windsor Airport – Avian management
  - distance from airport, minimize open water, woody veg. cover, limit grass mowing
- Pumping
  - flat topography, emergency spillways, backup power, minimize number of pumps
- Landscaping
  - native plants, invasive species control
- Archaeology – Stage 2
  - Stage 1 study completed – identified the need for Stage 2 study at certain areas
- Climate Change
- Low Impact Development



## Next Steps

- Finalize EA and advertise Notice of Project Completion
- Planning Act processes - land use changes, Secondary Plans
- Functional design for sub-catchment areas
- Development of a Fisheries Offsetting Plan for the entire study area
- Environmental Impact Assessments (within 120 m of natural areas)
- Final design for sub-catchment areas
- Land acquisition for SWM corridors and Fisheries Offsetting Plan
- Agency approvals for development proposals

## Questions





MAY 05 2017

**CORPORATION OF THE TOWN OF AMHERSTBURG  
NOTICE OF PUBLIC MEETING  
TO CONSIDER A 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 **Tuesday, May 23, 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 PURPOSE OF THIS PUBLIC MEETING** is to hear public comments on the proposed amendments to Section 26(3)(o) of the Town's Zoning By-law, the Special Agricultural Regulations pertaining to wineries to permit breweries, cideries and associated uses in combination with an agricultural operation to be added into the winery regulations on lands zoned "Agricultural" in the Town of Amherstburg Zoning By-law 1999-52, as amended.

**THE EFFECT OF THE AMENDMENT TO ZONING BY-LAW No. 1999-52**, will be the addition of breweries and cideries to the list of permitted uses with wineries permitted in accordance with the regulations of Section 26(3)(o). The Town also proposes a modification to Section 26(3)(o)(iii) regarding the language that requires the grapes to be predominantly grown on the same lands as the winery. This Section is proposed to be re-worded that all wines/ beer, cider will be produced from locally grown fruit, with a minimum of 2 hectares of the farm parcel capable of and committed to the production of the grapes or other produce used in the winery, brewery, cidery.

The proposed Amendment to the Zoning By-law is in conformity with the policies of Official Plan Amendment No.4. OPA No. 4 was adopted by Council on April 10<sup>th</sup>, 2017. The By-law cannot come into force and effect until OPA No.4 has received County approval.

**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 adopted, 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 adopted, 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.

**PERSONAL INFORMATION** contained in any correspondence or oral presentation that you provide will become part of the public record and will be available on the Town website. Personal information is collected and disclosed pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

**ADDITIONAL INFORMATION** relating to the proposed Zoning By-law Amendment (File # ZBA/8/17) is available for inspection at the Town of Amherstburg Planning Offices 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 27<sup>th</sup> day of April, 2017.

**From:** Minister

**Sent:** Thursday, May 11, 2017 8:56 AM

**Subject:** Message from Minister Mauro - RE: Proposed Building Code - Septic System Pump Out Requirement

This email is being sent to all Heads of Council.

Dear Heads of Council:

I am writing today to inform you that the Ministry of Municipal Affairs will not be moving forward with the proposals requiring regular inspections, pumping out of septic tanks and keeping of the septic tanks and treatment units' maintenance records put forth in Phase One of the Building Code consultation.

The consultation process provided municipalities, industry, subject matter experts and members of the public with an opportunity to offer their input and views on the proposed changes. The Ministry welcomed the feedback and I was pleased with the frank responses with respect to septic systems.

I have always felt that there are sufficient protections in place to mitigate against septic system failures. Since 1997, there has been a requirement for owners of septic tanks and treatment units to clean out their systems when the working capacity is one-third full. This will continue to be in effect.

I value the input of our municipal partners. I've heard from many of you on this issue and I thank you for your input.

Sincerely,

***Original signed by***

Bill Mauro  
Minister



Ministry of the Environment  
and Climate Change

Ministère de l'Environnement  
et de l'Action en matière de  
changement climatique

Office of the Minister

Bureau du ministre

77 Wellesley Street West  
11th Floor, Ferguson Block  
Toronto ON M7A 2T5  
Tel.: 416-314-6790  
Fax: 416-314-6748

77, rue Wellesley Ouest  
11<sup>e</sup> étage, édifice Ferguson  
Toronto ON M7A 2T5  
Tél. : 416-314-6790  
Télec. : 416-314-6748



APR 26 2017

ENV1283MC-2017-871

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

RECEIVED MAY 02 2017

Dear Mayor McNamara:

Thank you for your letter of March 17, 2017 expressing your concerns about the proposed U.S. budget cuts to the Great Lakes Restoration Initiative and the U.S. Environmental Protection Agency.

The Ontario government recognizes that the health of the Great Lakes ecosystem is vital to the well-being of Ontarians – 99 per cent of whom live around the Great Lakes and the St. Lawrence River. These lakes are also an economic engine for our province. We are committed to remaining focused on undertaking actions that help protect and restore these important watersheds through Ontario's Great Lakes Strategy and *Great Lakes Protection Act*.

Ontario, along with the Government of Canada, has a long history of cooperation with the U.S. on protecting the Great Lakes. The proposed cuts by the U.S. federal government are concerning, but Ontario will continue to work with our federal counterparts on both sides of the border, as well as our state-level counterparts, to advance the work protecting and restoring the Great Lakes.

I have written to my counterparts at each of the eight U.S. Great Lakes states to voice my concern about the cuts and to offer my support in their efforts to maintain funding for the important work of Great Lakes protection and restoration.

Again, thank you for bringing your concerns to my attention, and please accept my best wishes.

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Murray", written over a circular stamp.

Glen Murray  
Minister



APR 27 2017

RECEIVED MAY 02 2017

Mr. Gary McNamara  
Mayor of the Town of Tecumseh  
The Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

Dear Mr. Mayor:

Thank you for your correspondence of March 17, 2017, about the protection and well-being of the Great Lakes, and in particular the future of the Great Lakes Restoration Initiative.

Oceans and waterways connect our nation to global markets and sustain communities like Tecumseh, on their shorelines. Protecting freshwater and marine ecosystems and improving air quality are vital to Canada's economy, and to the health and well-being of current and future generations of Canadians. I understand and appreciate your concerns for your community and the wider Great Lakes region. The implementation of the Great Lakes Water Quality Agreement — the governing agreement which manages the protection of the Great Lakes region — lies with Environment and Climate Change Canada. I have taken the liberty of copying my colleague, Minister McKenna, who also received your letter.

I appreciate your concern regarding potential changes to the management of this important program. I have been engaging my U.S. counterparts, including Administrator Pruitt of the Environmental Protection Agency, as have my colleagues, to encourage continued Canada-U.S. cooperation on joint projects to protect the Great Lakes, a critical natural resource to both countries.

Again, thank you for writing.

Yours sincerely,

The Honourable Jim Carr, P.C., M.P.

c.c.: The Honourable Catherine McKenna, P.C., M.P.,  
Minister of Environment and Climate Change



RECEIVED MAY 02 2017

APR 26 2017

His Worship Gary McNamara  
Mayor of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh ON N8N 1W9

Dear Mr. Mayor:

Thank you for your letter of March 17, 2017, regarding concerns about the potential impacts of the proposed budget cuts to the United States Environmental Protection Agency's Great Lakes Restoration Initiative outlined in the President's budget blueprint.

Protecting Canada's freshwater, including the Great Lakes, is a key priority for the Government of Canada. As part of its plan for a clean environment and a sustainable economy, the federal government has renewed its commitment to protecting the Great Lakes and other freshwater resources through significant investments announced in Budget 2017, including:

- \$70.5 million over five years to protect Canada's freshwater resources, including the Great Lakes and Lake Winnipeg basins, which will refocus efforts to reduce the release of toxic chemicals; pursue ongoing cross-government collaboration on improving water quality, biodiversity conservation and sustainable use; and improve collaboration with Indigenous Peoples; and
- \$43.8 million over five years to Fisheries and Oceans Canada to continue and expand aquatic invasive species programming in the Great Lakes, the St. Lawrence River Basin and the Lake Winnipeg Basin to help address significant threats posed by species such as Asian carp and sea lamprey.

Working alongside U.S. and domestic partners, the Government of Canada will continue to protect this vital transboundary ecosystem and promote strong action by all levels of government, industry, non-governmental organizations and others on both sides of the border.

.../2

Two important agreements guide our efforts to restore and protect the Great Lakes: the 2012 Canada–United States Great Lakes Water Quality Agreement and the 2014 Canada–Ontario Agreement on Great Lakes Water Quality and Ecosystem Health. Canada remains committed to the implementation of both of these agreements and looks forward to strong and ongoing collaboration with the new U.S. administration and the Government of Ontario to ensure that one of the world's most significant repositories of fresh water is safe and secure for generations to come.

I appreciate you taking the time to write and convey the importance of the continued restoration and the protection of the Great Lakes. Please accept my best regards.

Sincerely,

A handwritten signature in black ink, appearing to read 'C McKenna', with a stylized flourish at the end.

The Honourable Catherine McKenna, P.C., M.P.



Gouvernement du Québec  
Le premier ministre

RECEIVED MAY 04 2017

Québec, le 25 avril 2017

Monsieur Gary McNamara  
Maire  
Ville de Tecumseh  
917 Lesperance Road  
Tecumseh (Ontario) N8N 1W9

Monsieur le Maire,

Par votre lettre du 24 mars dernier, vous me faisiez part de vos inquiétudes au sujet du budget de l'Agence de protection environnementale (EPA) américaine.

Je tiens à vous confirmer que mon gouvernement est également très préoccupé par cet enjeu. En effet, le Québec est situé en aval de notre immense bassin hydrographique et tous les efforts menés depuis des années pour améliorer la qualité de l'eau et des écosystèmes dans les Grands Lacs contribuent à nos propres efforts environnementaux pour le fleuve Saint-Laurent.

Dans cette perspective, le ministre du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques, M. David Heurtel, la ministre des Relations internationales et de la Francophonie, Mme Christine St-Pierre et le ministre de l'Environnement et des Changements climatiques de l'Ontario, M. Glen Murray, ont adressé une lettre conjointe, le 22 mars dernier, aux membres du Congrès responsables de l'attribution des crédits budgétaires au sujet de l'importance du maintien des programmes de la GLRI et de leur financement. Par ailleurs, nos représentants du Bureau du Québec à Washington et de la Délégation du Québec à Chicago travaillent en continu pour sensibiliser les intervenants concernés du côté américain, notamment auprès des législateurs d'État, des membres du Congrès, du personnel politique du Congrès ainsi que des hauts fonctionnaires de plusieurs États des Grands Lacs.

Je me permets de vous joindre une copie de cette lettre, qui, je crois, répond bien aux préoccupations canadiennes dans ce dossier.

Je vous prie d'agréer, Monsieur le Maire, l'expression de ma haute considération.

Le premier ministre du Québec,



Philippe Couillard

p.j. : Lettre Québec-Ontario du 22 mars 2017 au *House Committee on Appropriations, Subcommittee on Interior, Environment, and Related Agencies*



May 5, 2017

The Right Honourable Justin Trudeau  
Office of the Prime Minister  
80 Wellington Street  
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

Please be advised that Council, at their meeting held on April 19, 2017, passed the following resolution:

Resolution No: CR084-2017 Moved by: Macdonald Seconded by: Smith

*Whereas Alisa Vegter made a presentation to Council outlining her proposed sign for "New Driver" Safety Initiative for G1 and G2 drivers; and  
Whereas Council for the Township of Essa hereby supports the endeavours of Alisa Vegter in pursuing the recognition of the "New Driver" Sign;  
Now therefore be it resolved that this motion be forwarded to the Prime Minister of Canada, the Premier of Ontario and Ontario municipalities for their support.*

Carried

The attached illustrates the sign which would be displayed on the vehicles being driven by new drivers.

Yours truly,

Bonnie Sander

Clerk

Att.

- c. Premier of Ontario, Kathleen Wynne  
MP Kellie Leach  
MPP Jim Wilson  
Ontario Municipalities





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

A meeting of the Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Monday, May 8, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 5-1)

**ORDER**

The Vice-Chair calls the meeting to order at 4:35 p.m.

(YAC 5-2)

**ROLL CALL**

Members Present:	Member	- Ava Ruuth
	Member	- Brendan Froese
	Vice-Chair	- Kristi Koutros
	Secretary	- Paytin Gardner
	Member	- Rachel Haddad

Also Present:	Deputy Clerk	- Christina Hebert
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Absent:	Treasurer	- Andre Ducharme
	Chair	- Hannah Ruuth

(YAC 5-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(YAC 5-4)

**DELEGATIONS**

None.

(YAC 5-5)

**COMMUNICATIONS**

**Minutes**

A) Youth Advisory Committee Meeting held April 10, 2017

**Motion:** (YAC-17/17) Moved by Secretary Paytin Gardner  
Seconded by Member Brendan Froese

**THAT** the Minutes of the Youth Advisory Committee meeting held April 10, 2017, be approved.

Carried

**Communication for Information**

A) Social Media Day 2017 Community Chalk Tweet

**Motion:** (YAC-18/17) Moved by Member Rachel Haddad  
Seconded by Secretary Paytin Gardner

**THAT** Communication for Information A on the May 8, 2017 Youth Advisory Committee Meeting Agenda be received.

Carried

Discussion ensues regarding Social Media Day on June 30, 2017, which celebrates social media's impact on global communication. The event will also mark the 7<sup>th</sup> Annual Community Chalk Tweet to celebrate the occasion, with this year's theme centered around Canada 150.

The Members concur to incorporate the Community Chalk Tweet with the Tecumseh Leisure Pool Rock & Swim, also taking place the same day.

Patrons attending the Rock & Swim will be encouraged to participate by using chalk to draw and/or write their favourite things about Canada and Tecumseh. The images will be promoted on the YAC's social media using the official hashtag #SMdayYQG. #YQG and #SMday are also encouraged as secondary hashtags.

(YAC 5-6)

**REPORTS**

None.

(YAC 5-7)

**UNFINISHED BUSINESS**

Tecumseh Leisure Pool Rock & Swim

The Recreation Department is securing a DJ for the Rock & Swim on June 30 at Tecumseh Leisure Pool. The free swim is scheduled to start at 1:00 pm.

The Members confirm their availability for participating at the Rock & Swim.

A suggestion is made for name tags for the Members to wear at events.

Canada Day Celebrations

The Members commit to assisting the Recreation Department with the planned family activities during the Canada Day Celebrations on July 1, 2017 at Lakewood Park. The event is scheduled to be held from 1:00 – 4:00 pm.

Planning is currently underway for the event and further information will be shared as it becomes available.

Earth Day Scavenger Hunt

Appreciation was expressed to the Youth Advisory Committee at the regular meeting of Council on April 25, 2017, for their involvement in the Earth Day event on Saturday, April 22, 2017.

The first Earth Day event was well-received and enjoyed by the community.

Canada 150 Mosaic Project

The Deputy Clerk advises the workshop locations have been determined for the Canada 150 Mosaic Project.

The workshops will be held at the Tecumseh Arena on Monday, June 19, 2017 and at Tecumseh Vista Academy on Tuesday, June 20, 2017.

Invitations have been sent to area schools to participate in painting the tiles, as well as the community involvement.

Continued planning is underway and further information will be shared as it becomes available.

Volunteers are needed during the workshops to assist with set up, replenishing supplies, clean up, etc. Members who are interested in volunteering are asked to email their availability to the Deputy Clerk.

As well, the Members are asked to provide suggestions of ‘celebrity’ individuals within the community who should be extended an invitation to paint a tile. David Tremblay, an Olympic Gold Medalist in Wrestling and a teacher at École secondaire catholique l’Essor, is suggested.

A reminder is provided that the Town is seeking feedback for selecting the location of the mural once permanently assembled.

(YAC 5-8)

**NEW BUSINESS**

None

(YAC 5-9)

**NEXT MEETING**

The next meeting of the YAC will be held on Monday, June 5, 2017, at 4:30 p.m.

(YAC 5-10)

**ADJOURNMENT**

Motion: (YAC-19/17) Moved by Secretary Paytin Gardner

Seconded by Member Rachel Haddad

**THAT** there being no further business, the May 8, 2017, meeting of the Youth Advisory Committee be adjourned at 5:11 p.m.

Carried

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Kristi Koutros, Vice-Chair

---

Paytin Gardner, Secretary

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

A meeting of the Heritage Committee for the Town of Tecumseh was held on Monday, May 8, 2017 in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 pm.

(HC 5-1)

### **ORDER**

The Vice-Chair, calls the meeting to order at 6:06 pm.

(HC 5-2)

### **ROLL CALL**

Councillor	- Brian Houston
Member	- Rhonda Dupuis
Vice-Chair	- Ian Froese
Member	- Terry England
Member	- Dwayne Ellis
Member	- Chris Carpenter

Also Present: Deputy Clerk - Christina Hebert

Absent: Councillor - Rita Ossington  
Chair - Jerome Baillargeon

(HC 5-3)

### **DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(HC 5-4)

### **DELEGATIONS**

None.

(HC 5-5)

### **COMMUNICATIONS**

#### **Minutes**

A) Heritage Committee Meeting held April 10, 2017

**Motion:** (HC-16/17) Moved by Councillor Brian Houston  
Seconded by Member Dwayne Ellis

**THAT** the Minutes of the Heritage Committee meeting held April 10, 2017, be approved.

Carried

#### **Communication for Information**

B) Ministry of Tourism, Culture and Sport, email dated May 2, 2017 Re: 2017 Ontario Heritage Conference

**Motion:** (HC-17/17) Moved by Member Dwayne Ellis  
Seconded by Member Terry England

**THAT** Communication B on the May 8, 2017, Heritage Committee Agenda, be received.

Carried

(HC 5-6)

### **REPORTS**

None.

(HC 5-7)

**UNFINISHED BUSINESS**

**Heritage Property Listing**

Further to the suggestion at the last Committee meeting, the properties on the Heritage Property Listing were divided amongst the Committee for further research including property information, year, architecture/style, sector and a brief description for why the property may have potential heritage value.

The Members advise they are continuing to conduct research on their respective properties.

Member Terry England provides a brief overview on the information he has begun compiling for his respective properties. He is endeavouring to verify his research, particularly historical dates as it relates to Lacasse Park.

Member Dwayne Ellis details the information he found respecting St. Stephen's Cemetery. The Deputy Clerk will contact St. Stephen's Cemetery to confirm the property address.

The Members review the Heritage Property Listing and provide the following additional information:

<b>Property</b>	<b>Amendment</b>
Tecumseh Area Historical Society site including log cabin and sheds	<b>Add</b> – to Brief Description, 'Site of the original railroad station and current location of Lesperance Log Cabin (circa 1799)'

The above-mentioned amendment will be incorporated into the Heritage Property Listing and brought back to the Committee for review.

**Canada 150 Mosaic Project**

The Deputy Clerk advises the workshop locations have been determined for the Canada 150 Mosaic Project.

The workshops will be held at the Tecumseh Arena on Monday, June 19, 2017 and at Tecumseh Vista Academy on Tuesday, June 20, 2017.

Invitations have been sent to area schools to participate in painting the tiles, as well as the community involvement.

Continued planning is underway and further information will be shared as it becomes available.

Volunteers are needed during the workshops to assist with set up, replenishing supplies, clean up, etc. Members who are interested in volunteering are asked to email their availability to the Deputy Clerk.

As well, the Members are asked to provide suggestions of 'celebrity' individuals within the community who should be extended an invitation to paint a tile.

A reminder is provided that the Town is seeking feedback for selecting the location of the mural once permanently assembled.

(HC 5-8)

**NEW BUSINESS**

None.

(HC 5-9)

**NEXT MEETING**

The next meeting of the Heritage Committee will be held on Monday, June 5, 2017, at 6:00 pm.

(HC 5-10)

**ADJOURNMENT**

Motion: (HC-18/17) Moved by Member Dwayne Ellis  
Seconded by Member Rhonda Dupuis

**THAT** there being no further business, the May 8, 2017 meeting of the Heritage Committee be adjourned at 6:53 pm.

Carried

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Ian Froese, Vice Chair

---

Christina Hebert, Deputy Clerk

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

A meeting of the Cultural & Arts Advisory Committee for the Town of Tecumseh was scheduled to be held on Monday, May 8, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 7:00 pm.

(CAAC 5-1)

### **ORDER**

The Vice-Chair calls the meeting to order at 7:01 pm.

(CAAC 5-2)

### **ROLL CALL**

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

Also Present:	Deputy Clerk	- Christina Hebert
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Absent:	Member	- Jerome Baillargeon
	Councillor	- Rita Ossington
	Chair	- Marian Drouillard
	Member	- Ashleigh Neal

(CAAC 5-3)

### **DISCLOSURE OF PECUNIARY INTEREST**

None reported.

(CAAC 5-4)

### **DELEGATIONS**

None.

(CAAC 5-5)

### **COMMUNICATIONS**

#### **Minutes**

a) Cultural & Arts Advisory Committee Meeting held April 10, 2017

**Motion:** (CAAC-13/17) Moved by Councillor Brian Houston  
Seconded by Member Dwayne Ellis

**THAT** the Minutes of the Cultural & Arts Advisory Committee meeting held April 10, 2017, be approved.

Carried

(CAAC 5-6)

### **REPORTS**

None.

(CAAC 5-7)

### **UNFINISHED BUSINESS**

#### **Soirée Coffee House**

The Deputy Clerk reviews the Event Matrix and provides updates respecting the Soirée Coffee House.

#### **Media**

- Advertisements with event details have been placed in the Shoreline Week, Essex Free Press and Le Rempart.
- Event details continue to be promoted on the Town's social media, as well as shared with the French community.
- The Members suggest a hashtag be used for social media promotion of the event and for future events. #tecumseharts is suggested.

**Program**

- Member Dwayne Ellis reviews the draft program with the Members. A few grammatical/formatting suggestions are noted.
- l'Essor will be providing the French translation.
- Confirmation of Dignitaries and l'Essor representatives are pending and will be forwarded to Member Dwayne Ellis once received.
- Tim Byrne sent regrets as he is unable to emcee the event. The Members concur with Lisette Leboeuf emceeing in both English and French.

**Performers**

- The Members review the draft itinerary of performers and provide no further changes to the performance order.
- It is noted one of the featured performers has withdrawn from the event due to an injury.
- l'Essor is inquiring if the media students would be able to assist with live streaming the event.
- The dress rehearsal has been scheduled for 3:00 pm on May 12. Arrangements have been made for the school bands to rehearse earlier in the day, in order to accommodate busing transportation and class times. Member Phil Kane will rehearse while the Committee is setting up.
- Further to the email update, l'Essor has made arrangements for a piano for the performers use.

**Refreshments/Set Up**

- The Deputy Clerk advises coffee and tea have been ordered from Tim Horton's, along with pastries from Homestyle Bakery.
- Member Rhonda Dupuis offers to pick up the coffee/tea and pastries.
- Water has been purchased and will be delivered to l'Essor on May 11 to be chilled in the fridge.
- The Town's black tablecloths are suggested for the pastry/coffee table.
- l'Essor's Culinary Department will be providing the hors d'oeuvres.
- Member Ian Froese will be setting up the popcorn late afternoon on May 12.
- Councillor Rita Ossington and Member Ian Froese are arranging for the paper tablecloths and crayons for artistic doodling.
- l'Essor has confirmed the Arts Department will provide the table centerpieces.
- The Parks Department will be delivering floral arrangements for the stage.
- The Members are reminded set up is scheduled for 12:30 pm.

**Canada 150 Mosaic Project**

The Deputy Clerk advises the workshop locations have been determined for the Canada 150 Mosaic Project.

The workshops will be held at the Tecumseh Arena on Monday, June 19, 2017 and at Tecumseh Vista Academy on Tuesday, June 20, 2017.

Invitations have been sent to area schools to participate in painting the tiles, as well as the community involvement.

Continued planning is underway and further information will be shared as it becomes available.

Volunteers are needed during the workshops to assist with set up, replenishing supplies, clean up, etc. Members who are interested in volunteering are asked to email their availability to the Deputy Clerk.

As well, the Members are asked to provide suggestions of 'celebrity' individuals within the community who should be extended an invitation to paint a tile.

A reminder is provided that the Town is seeking feedback for selecting the location of the mural once permanently assembled.

The Members suggest contacting the local MP and MPP's Office to inquire about Canadian paraphernalia, such as flags and pins, for the participant's 'giveaways'.



(CAAC 5-8)

**NEW BUSINESS**

None.

(CAAC 5-9)

**NEXT MEETING**

The next meeting of the Cultural & Arts Advisory Committee will be held on Monday, June 5, 2017, at 7:00 pm, in the Sandwich South Room, Tecumseh Town Hall.

(CAAC 5-10)

**ADJOURNMENT**

Motion: (CAAC-14/17) Moved by Member Ian Froese

Seconded by Member Phil Kane

**THAT** there being no further business, the May 8, 2017, meeting of the Cultural & Arts Advisory Committee be adjourned at 8:21 pm.

Carried

---

Rhonda Dupuis, Vice-Chair

---

Christina Hebert, Deputy Clerk



## THE CORPORATION OF THE TOWN OF TECUMSEH

Chief Administrative Officer  
Report No. 06/17

**TO:** Mayor and Members of Council

**FROM:** Chief Administrative Officer

**DATE OF REPORT:** May 14, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Ontario Power Generation Deep Geological Repository

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### **RECOMMENDATIONS**

It is recommended that:

1. Report 06/17, Ontario Power Generation Deep Geological Repository, dated May 14, 2017, from the Chief Administrative Officer **be received**.

### **BACKGROUND**

At the regular meeting of Council on March 14, 2017, Council directed Administration to provide information regarding the Ontario Power Generation's preferred site location to house nuclear waste in Kincardine, Ontario and the environmental effects to the Great Lakes.

### **COMMENTS**

There are three Deep Geological Repositories (DGR) currently in existence (WIPP in the US and ASSE II and Morsleben in Germany) which have all leaked. (See news articles.)<sup>i</sup>

Over 200 municipalities from the Great Lakes Region on both sides of the border have expressed opposition to the plan due to the potential of nuclear waste leaking into the largest fresh body of water in the world. Additionally, U.S Federal and State legislators from both parties have expressed their opposition to the project's location. (See Windsor Star May 9, 2017.)<sup>ii</sup>

Further, twenty-three members of U.S. Congress wrote a letter to Canada's Minister of Foreign Affairs Chrystia Freeland, imploring her to choose one of the other sites recognized by Ontario Power Generation (OPG) for the DGR. (See letter to Minister Freeland.)<sup>iii</sup>

OPG argues that the Bruce site will be the most cost effective, in one of their reports they estimate that finding another location could cost between \$380 million and \$1.4 billion. The report goes on to say that an alternative crystalline location could be more fractured and therefore more permeable than the proposed Bruce site.

A companion report prepared by Golder Associates states that “the deep bedrock zone are expected to exhibit very low permeability,” making the alternative sites just as suitable as the Bruce site and at a further distance from the great lakes.

Rod McLeod, who was the Deputy Environment Minister in the Ontario Government (1985-87) and chief Crown prosecutor prior (1977-82) to his role as DM is a director of SOS Great Lakes, which stands in opposition to the Bruce DGR. He states that it is “absolute madness” to “dig this hole beside the drinking water source for 40 million Canadians and Americans.”<sup>iv</sup>

## **CONSULTATIONS**

Chief Administrative Officer's Department

## **FINANCIAL IMPLICATIONS**

None

## **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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Justin Appler  
CAO Intern

Reviewed by:

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Lesley Racicot  
Manager Strategic Initiatives

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

JA

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<sup>i</sup> <http://www.spiegel.de/international/germany/the-world-from-berlin-the-most-problematic-nuclear-facility-in-europe-a-576027.html>

<http://www.nature.com/news/policy-reassess-new-mexico-s-nuclear-waste-repository-1.19135>

<sup>ii</sup> <http://windsorstar.com/news/local-news/masse-raises-warnings-on-great-lakes-issues>

<sup>iii</sup> <http://www.stopthegreatlakesnucleardump.com/pdfs/02-01-17%20Highlighting%20Public%20%20Opposition%20to%20DGR%20-%20Minister%20Freeland-1.pdf>

<sup>iv</sup> <https://www.thestar.com/business/2017/01/10/opg-identifies-most-of-ontario-as-alternate-location-to-bury-nuclear-waste-jennifer-wells.html>



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 11/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** May 10, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Skate Shop Lease Agreement  
Tecumseh Arena

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### **RECOMMENDATIONS**

It is recommended that:

1. The notice to terminate the Lease Agreement between The Corporation of the Town of Tecumseh (Town) and The Skate Pro dated May 1, 2013, by Derek Mercer be accepted; and that
2. The Town enter into a new one year Lease Agreement with The Skate Pro and its new owner, Chuck Gravelle, commencing June 1, 2017 and ending April 30, 2018, at a monthly fee of \$330 plus HST, with an option to renew for one additional five (5) year term upon providing 120 days written notice to the Town; and further that
3. The Mayor and the Clerk be authorized to execute the Lease Agreement between the Town and The Skate Pro [Chuck Gravelle].

### **BACKGROUND**

The Town entered into a five (5) year Lease Agreement with The Skate Pro, owned and operated by Derek Mercer, commencing May 1, 2013, to provide skate shop services including ice skate sharpening and sporting goods concession at the Tecumseh Arena.

The Lease Agreement provides for a monthly fee of \$330 plus HST for the years 2016, 2017 and from January 1, 2018 through April 30, 2018.

An option to negotiate a one-time additional five (5) year lease agreement is also provided for in the Lease Agreement, however, Mr. Mercer has provided the Town with written notice of his intent to terminate the Lease Agreement as he is transferring his business, The Skate Pro, to Chuck Gravelle effective June 1, 2017.

Mr. Gravelle has provided the Town with written confirmation of his intention to purchase The Skate Pro business and all of the business' assets, and has expressed his desire to continue the operation of the skate shop services, including ice skate sharpening and sporting goods concession, at the Tecumseh Arena under the same terms and conditions of the Lease Agreement.

## **COMMENTS**

Skate sharpening and sporting good concessions is an essential service at the Tecumseh Arena. The Tecumseh Arena is one of a few local arena facilities to offer in-house skate sharpening. The majority of local arenas has lost their skate shop tenants and is not able to offer on-site skate sharpening.

When prior lease agreements have expired, The Skate Pro was the only business to submit an interest in providing skate sharpening services.

In accordance with the terms of the current Lease Agreement, the agreement may not be transferred or assigned, nor shall the concessionaire sublet any portion of the sports/skate shop areas, **without written approval from the Corporation.**

Mr. Gravelle is well known to the Parks & Recreation Department through his involvement in both Tecumseh Minor Baseball and Tecumseh Minor Hockey. His purchase of The Skate Pro business is contingent on being able to enter into a Lease Agreement with the Town for a one year term [remainder of the term of the current Lease Agreement], in addition to the option to negotiate terms for a further five (5) years, upon providing the Town with 120 days' notice.

It is therefore recommended that the Town accept the notice of termination by Derek Mercer of the current Lease Agreement with The Skate Pro, dated May 1, 2013, and that the Town enter into a new Lease Agreement with The Skate Pro's new owner, Chuck Gravelle, for a one year term commencing June 1, 2017, and ending April 30, 2018, with all other terms and conditions of the current Lease Agreement.

## **CONSULTATIONS**

Director Parks & Recreation Services  
Director Financial Services  
Purchasing Coordinator

## **FINANCIAL IMPLICATIONS**

The Lease Agreement with The Skate Pro provides financial support annually to the Town and offers services to patrons of the Tecumseh Arena which the Town cannot. Revenues from the Lease Agreement are included in the annual operating budget for the Tecumseh Arena.

A Lease Agreement with the new owner will maintain the current monthly revenue/fee of \$330 plus HST.

## **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:

Reviewed by:

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

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Paul Anthony, RRPA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

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## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 04/17

**TO:** Mayor and Members of Council

**FROM:** Tom Kitsos, Deputy Treasurer/Tax Collector

**DATE OF REPORT:** April 20, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** 2016 Year-End Budget Variance Report

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### **RECOMMENDATIONS**

It is recommended that:

1. The 2016 Year-End Budget Variance Report, dated April 20, 2017, showing a tax-supported surplus of \$365,597 is received for information.
2. Surplus transfers be made as follows:
  - a) \$355,966 to Tax Rate Stabilization Reserve
  - b) \$9,631 capital surplus to Infrastructure Reserve

### **BACKGROUND**

Council received Financial Services Report No. 18/16 "Budget Variance Report – August 31, 2016" at its October 25, 2016 Council Meeting. The report noted an estimated year-end tax-supported operating surplus of \$500,000 and capital surplus of \$10,000.

### **COMMENTS**

#### **Operating Fund**

##### **Tax Supported**

The year-end surplus is \$355,966 compared to the projected August 31<sup>st</sup> forecast surplus of \$500,000. The August 31 surplus projection did not include an estimate for flood related costs stemming from the storm event of September 29.

The major differences between actual and projected year-end results from August include:

- Garbage Collection costs greater than estimated by \$110,000
- Garbage Disposal costs greater than estimated by \$79,000
- Salt costs greater than estimated by \$36,000

Major budget variances from the year, actual versus budget, are as follows:

➤ Council – Wages and benefits were \$22,000 under budget due to the vacancy on Council and lower per diems.	(22,000)
➤ Council – Expenditures were \$18,000 under budget primarily due to lower professional development activity (\$19,000). Donations of \$5,000 for Fort McMurray wildfire relief will be funded through lifecycle reserve.	(18,000)
➤ Corporate Shared – Taxation revenue was \$41,000 greater than budgeted due to greater than estimated property assessment.	(41,000)
➤ Corporate Shared – Supplemental Taxation revenue was \$70,000 greater than budgeted due to greater than estimated Commercial and Industrial development.	(70,000)
➤ Corporate Shared – WindsorEssex Economic Development Corporation (WEEDC) disposition of surplus funds \$116,000 returned to municipalities. This surplus will be transferred to reserve.	0
➤ Corporate Shared - Provincial Offenses Fines share of revenue greater than budgeted.	(16,000)
➤ Corporate Shared – Penalty & interest revenue was \$40,000 less than budgeted due to lower taxes receivable.	40,000
➤ Corporate Shared – Bank interest revenue was \$55,000 greater than budgeted due to greater than anticipated interest rates. This surplus will be transferred to the tax stabilization reserve.	0
➤ Corporate Shared – Office Supplies expenditures were \$10,000 greater than budgeted due primarily to greater postage costs (\$6,000) and office supplies (\$3,000).	10,000
➤ Corporate Shared – Tax write-offs are less than budgeted due to reduced vacancy rebates available to industrial and commercial properties (\$25,000) and fewer assessment appeals (\$97,000).	(122,000)
➤ Corporate Shared – Deficit forecast reflects the \$1,168,000 allocation of the 2015 surplus, which is offset by an opening surplus adjustment in the financial statement.	0
➤ Corporate Shared – Transfer to Reserves are greater than budgeted due to bank interest (\$55,000) and WEEDC (\$116,000) offset in above lines and sick pay (\$26,000) and vacation pay (\$22,000) related to actuarial updates.	48,000
➤ CAO – Wages and benefits under budget as a result of mid-year start of Manager of Strategic Initiatives (\$60,000).	(60,000)
➤ CAO – Legal fees were over budget, offset by transfer from reserve. The lottery licensing suit is ongoing and difficult to predict; \$322,000 over budget at year-end.	0
➤ CAO – Professional fee - Other was over budget due to Ward Boundary Review and Customer Satisfaction Survey.	23,000
➤ Maintenance – Miscellaneous Service under budget due to Green Energy initiative funding unspent. Request funds to be carried-over to 2017 for Green Energy initiatives to be implemented in 2017.	(5,000)
➤ Financial Services wages was under budget due to October start of Purchasing Officer and temporary vacancy at Clerical I - Payroll.	(96,000)

➤ Corporate Services & Clerk – Lottery licencing revenue was under budget due to slightly lower activity than budgeted.	7,000
➤ Corporate Services & Clerk wages and benefits were under budget due to temporary vacancy at Clerk II position, Administrative Assistant position, salary gapping and no student placement.	(36,000)
➤ Corporate Services & Clerk – Elections cost was \$12,000 over budget due to by-election. Costs will be offset by transfer from lifecycle reserve.	0
➤ Human Resources – Professional fee - Other over budget primarily due to CUPE 702.13 pay equity review of \$9,000.	7,000
➤ Human Resources – Professional Fee – Legal over budget due to two grievances by CUPE 702.2 and challenge to mandatory retirement age for firefighters.	10,000
➤ Human Resources – Education/Seminar fees over budget due to corporate employee training program (\$5,000) and corporate CPR training (\$2,000).	7,000
➤ Fire – Revenues up \$13,000 overall primarily due to transfer from reserves to offset retiree payouts (\$5,000), higher than budgeted service calls (\$4,000) and higher than budgeted miscellaneous revenues (\$3,000).	(13,000)
➤ Fire – Wages and benefits below budget due to lower benefits costs.	(5,000)
➤ Fire - Maintenance services over budget primarily due to Vehicle parts and service (\$14,000) as all apparatus are now off-warranty and Equipment parts and service (\$5,000) due to repairs to air filling station and generator.	22,000
➤ Police – OPP reports and clearances revenue showed unfavourable variance due to alignment of fees with OPP fee schedule and not charging for volunteer clearances.	13,000
➤ Police – OPP Contract expected to show favourable variance of \$48,000 which represents the budgeted allowance for the contract reconciliation.	(48,000)
➤ Conservation Authority was over budget as Town budget was developed prior to availability of ERCA budget estimates.	8,000
➤ Building – over budget primarily due to Professional fees – legal costs (\$14,000); partly offset by higher than budgeted Work orders and Sewer permits revenues (\$8,000).	6,000
➤ By-law Enforcement over budget primarily due to greater than expected Professional fees – legal costs (\$5,000).	7,000
➤ Emergency Measures under budget due to lower program administrative costs.	(3,000)
➤ Roadways revenues were under budget largely due to fewer Interfunctional labour hours assistance to Sanitary (\$14,000), offset by higher than budgeted Grant and Driveway permit revenues (\$6,000).	9,000
➤ Roadways – Wages and benefits over budget largely due to less time allocated to Winter Control and overtime hours related to the September 29 flood event.	16,000

➤ Roadways – Memberships were lower largely due to lower OneCall callouts.	(6,000)
➤ Roadways fuel charges under budget due to lower consumption during mild winter season and lower commodity costs.	(18,000)
➤ Roadways computer software costs under budget through road patrol software fees shared with County.	(7,000)
➤ Roadways – Roadside maintenance program over budget due to additional ditching and culvert work required during regular maintenance and increased Municipal drain works.	11,000
➤ Crossing Guards – Wages were over budget due to pay equity settlement.	42,000
➤ Winter Control – Wages and benefits are over budget, primarily due to allocation of Parks labourers hours (\$18,000) and Maintenance hours (\$4,000), which were not budgeted in Winter control, offset by lower Public works labour hours (\$7,000).	15,000
➤ Winter Control expenditures have a favourable variance primarily due to the mild winter and reduced salt consumption (\$50,000) and equipment rental (\$3,000), partly offset by greater than expected equipment and building maintenance costs (\$7,000).	(46,000)
➤ Transit – Grant revenue up \$37,000 which is offset by a reduction in the transfer from reserve.	0
➤ Street Lighting – Estimated 40% electricity cost savings resulting from LED conversion mid-year; largely offset by unfavourable variance caused by a higher than normal Global Adjustment charge. Net savings of \$18,000.	(18,000)
➤ Storm Sewers – Wages and benefits were under budget due to October start of Storm Sewer Operator.	(67,000)
➤ Storm Sewers – Equipment parts and service over budget due to significant costs stemming from E. St. Louis and W. St. Louis pump station repair.	13,000
➤ Storm Sewers Hydro costs significantly over budget due to major weather events and higher commodity prices due to Provincial global adjustment surcharge.	27,000
➤ Garbage Collection – was over budget due to early start of yard waste pick-up program (\$16,000) and the major flood event of September 29 (\$110,000).	126,000
➤ Garbage Disposal – Under normal circumstances, would have been expected to show an estimated \$31,000 favourable variance. By year end, however, tipping fees ended over budget due to the major flood event.	48,000
➤ Golden Age Club experienced a \$2,000 favourable variance due to lower building maintenance costs.	2,000
➤ Parks – Operating costs expected to be slightly under budget as fuel cost savings (\$6,000) and higher revenues (\$5,000 student employee grant, \$6,000 rental income for extended Lakewood Café season and \$3,000 park bench donations) are offset by higher electricity and water costs (\$13,000).	(7,000)

➤ Parks Buildings slightly under budget due to lower staffing hours costs more than offsetting lower rental revenues.	(2,000)
➤ Arena Operating costs are in line with budget overall, with higher hydro costs (\$21,000) and credit card transaction fees (\$7,000) offset by temporary Rink Attendant vacancy (\$16,000), lower natural gas costs (\$7,000) and lower maintenance costs (\$5,000).	0
➤ Arena – Ice capital surcharge generated an additional \$7,000 in revenue, which will be transferred to the Arena LC reserve to supplement the annual Arena lifecycle allocation.	0
➤ Arena Concessions had an unfavourable variance due to lower sales and increased cost of goods.	7,000
➤ Recreation Programs ended over budget due to adjusted allocation of Manager of Programs & Events hours (\$19,000) and lower program registration fees (\$9,000) partly offset by greater than expected Canada Summer Jobs grant funding of \$9,000 and lower Day Camp salaries (\$12,000).	7,000
➤ Pool ended under budget as slightly lower than budgeted revenues (\$3,000) and higher electricity costs (\$2,000) were more than offset by lower benefits costs (\$2,000), materials and maintenance (\$3,000) and various operating expense accounts.	(5,000)
➤ Corn Festival finished under budget due to adjusted allocation of Manager of Programs & Events hours (\$25,000). Lower gate, booth and carnival revenues (combined \$26,000) were offset by higher donations revenue (\$8,000), lower entertainment costs (\$17,000) and lower grounds maintenance costs (\$3,000).	(35,000)
➤ Special Events – Under budget primarily due to greater advertising and donations revenue.	(6,000)
➤ Planning and Zoning – Over budget due to lower planning application revenues (\$12,000).	12,000
➤ Planning and Zoning – Tecumseh Hamlet Secondary Plan – project to be carried over to 2017.	0
➤ Planning and Zoning – Manning Rd Secondary Plan Area Specific DC - over budget due to professional services costs arising from OMB hearing (\$169,000), funded through reserves.	0
➤ Planning and Zoning – Tecumseh Hamlet Secondary Plan Area Specific DC expected to commence in 2017.	0
➤ Planning and Zoning – Community Improvement Plan Grant funding expected to be over budget (\$4,000), offset by transfer from reserves.	0
➤ Committee of Adjustment – Expected to be under budget as revenues from application fees exceeded budget (\$12,000). Operating expenditures under budget by \$9,000, primarily due to less than expected wages and benefits (\$2,000), professional development (\$3,000) and professional fees (\$5,000).	(21,000)
➤ Agriculture and Reforestation – Over budget due to higher wages and benefits and mileage costs partly offset by engineering professional fees not incurred.	2,000

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated surplus.

Rate-Supported

- Sanitary operations are expected to show a surplus of \$57,000 and water operations are expected to show a surplus of \$217,000 which will have the impact of increasing the funds available for capital purposes.

Significant variations from budget are expected to be:

➤ Sanitary – Sewer charge revenue \$158,000 favourable to budget overall, mainly due to higher Non-residential water consumption.	(164,000)
➤ Sanitary – Contract cost is unfavourable to budget due to higher than estimated sanitary treatment costs charged by the City of Windsor (\$71,000) and slightly greater volumes (\$5,000).	76,000
➤ Sanitary – Maintenance materials and supplies less than budgeted.	(32,000)
➤ Sanitary – Interfunctional admin charges are favourable due to fewer recoverable charges from Public works roadways for sanitary work.	(14,000)
➤ Sanitary – Grants exceeded budget due to significant resident participation in the backwater valve program following the flood event.	109,000
➤ Sanitary – Other operating expenditures under budget primarily due to Professional services budget not required (\$15,000), electricity costs below budget (\$8,000), property taxes below budget (\$4,000) and bad debt expense below budget (\$5,000).	(32,000)
➤ Water – User fees were greater than budgeted due to greater water usage during abnormally hot and dry spring and summer.	(164,000)
➤ Water – User charges to Lakeshore areas were greater than budgeted due to the temporary supply of water to Lakeshore Area D for the months of January and February (\$49,000) and greater water consumption during abnormally hot and dry spring and summer months.	(86,000)
➤ Water – Work order revenue higher than normal primarily due to increased development activity.	(31,000)
➤ Water purchases show an unfavourable variance due in part to higher water rates than estimated (\$74,000) and higher consumption volumes during hot and dry summer months.	102,000
➤ Water – Other significant variances include lower fuel costs (\$11,000), lower contract service costs (radios \$9,000 and EPS collection fees \$3,000), less than budgeted professional fees (\$8,000) and lower electricity costs (\$8,000) offset by greater than budgeted maintenance service costs (\$14,000).	(28,000)
➤ Water – Oasis had a favourable variance equally in part to user charges greater than budgeted following increased demand from construction activity and lower than budgeted electricity and water costs.	(10,000)

## **Capital/Lifecycle**

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results. Generally projects took place as planned in the various departmental 2016 Capital Works plans and actual results are within those approved funding envelopes with a small surplus of \$9,631.

Items of note include:

- Asphalt and Tar & Chip tenders were awarded with tender costs were \$20,000 and \$31,500 over budget allocations respectively bringing the total funds required to \$1,021,592. Work is complete with final costs being just under the approved allocations. County portion of asphalt work was \$60,000 under estimate while the pathway for Lakewood park was over by \$52,000.
- LED \$1.2M Streetlights conversion project is complete with actual costs being \$625,000. We experienced favourable tender prices and reduced quantities resulting in a favourable variance of almost 50%.
- Pike Creek at 12<sup>th</sup> Concession Road bridge work was carried forward from 2015. As per PWES #57/15 the construction contract had to be rewarded increasing the revised projects costs to \$555,000. Construction is complete. Minor deficiencies and grass seed remain. Final costs are expected to be \$30,000 over the revised budget.
- Tecumseh Road CIP engineering is ongoing. Budget estimate was increased from \$400,000 to \$755,000 in order to do more detailed design work. Council approved the option of locating utilities underground with an estimated project cost of \$19.7M. Administration continues to review phasing in of the project and researching funding options including grants and utility cost sharing.
- Shawnee/Arbour Improvements Phase 2 construction is complete with surface asphalt to be placed in 2017. Total allocation was \$3.1M budget which was reduced to \$2.5M based on tenders received. Final coat asphalt and other items will be completed in 2017.
- Dumouchelle/Outer sanitary sewer extension construction is complete with surface asphalt to be placed in 2017. Original budget allocation was \$2.6M and was reduced to \$2.2M based on the low tender received. Actual final total costs will be under the \$2.2M allocation.
- Watermain replacements for Intersection Rd and County Rd 42. Budget will be about \$85,000 under budget due to favourable tender prices.
- Council approved a \$220,000 allocation for design for the 8<sup>th</sup> Concession trunk sanitary sewer and watermain.
- Lakewood Park work under the CIP grant is continuing. The trail component is complete with the bridge work started in 2016 to be completed in 2017 along with other minor aspects of the project.
- Majority of park projects are complete with the Town Hall Centre playset being deferred to 2017 pending review of the park makeup as it relates to the Sportsplex being considered.
- Council approved the Sportsplex Feasibility Study & Business Plan with an estimated cost of \$14.1M to \$22.0M. Administration continues to develop the plan further with a detailed report to Council outlining next steps for future direction and development of the Multi-Use Sportsplex as well as reviewing funding options including grants, fundraising and user cost sharing.
- The Town has partnered with ERCA for an extension to the Greenway Trail. Town's contribution is \$180,000 to come from the Infrastructure Reserve. Construction is to be undertaken in 2017.
- Arena dressing room refurbishing and rubber flooring allocation of \$20,000 is being carried over to 2017 as the junior B team did not commence operation as anticipated.
- The De Super Pre-heater project is on hold pending Technical Standards Safety Authority approval.

## **CONSULTATIONS**

All departments

## **FINANCIAL IMPLICATIONS**

Summary of the Year-end results is as follows:

Operating Surplus	\$355,966
Capital Surplus	\$ 9,631
Total Surplus	\$365,597

## **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:

---

Tom Kitsos, CPA, CMA, BComm  
Deputy Treasurer & Tax Collector

Reviewed by:

---

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1. 2016 Year End Budget Variance

TK

## Attachment 1

### Town of Tecumseh 2016 Year End Budget Variance Summary of All Units

	2016 Approved	2016 Year End Actuals	2016 Surplus/Deficit
<b>Tax Supported</b>			
Council	344,358	303,870	(40,488)
Corporate Shared	(14,045,672)	(13,026,078)	1,019,594
Administration	2,540,694	2,353,755	(186,939)
Fire	1,168,996	1,163,640	(5,356)
Police	3,582,402	3,542,373	(40,029)
Conservation Authority	235,920	244,121	8,201
Building	160,900	174,034	13,134
Other Protection	85,964	126,650	40,686
Emergency Measures	28,050	24,707	(3,343)
Public Works	2,058,482	2,000,003	(58,479)
Transit	87,169	87,169	
Storm Sewers	344,948	292,130	(52,818)
Garbage Collection/Disposal	1,263,200	1,436,635	173,435
Golden Age Club	15,400	13,613	(1,787)
Parks	1,131,658	1,122,509	(9,149)
Arena	344,930	358,145	13,215
Pool	92,441	87,632	(4,809)
Recreation Other	30,500	23,113	(7,387)
Libraries & Culture	43,688	4,485	(39,203)
Planning & Zoning	485,972	479,071	(6,901)
<b>Total Tax Supported</b>		811,577	811,577
<b>Opening Surplus (shown under Corp. Shared)</b>		(1,167,543)	(1,167,543)
<b>Operating Variance</b>		(355,966)	(355,966)
<b>Capital Variance</b>		(9,631)	(9,000)
<b>Total Tax Supported 2016 Budget Variance</b>		(365,597)	(364,966)
<b>Rate Supported</b>			
Sanitary Sewers		(56,990)	(56,990)
Waterworks System		(217,118)	(217,118)
<b>Total Rate Supported</b>		(274,108)	(274,108)
<b>Total Summary of All Units</b>		(639,705)	(639,705)

<sup>1</sup>Sanitary Sewer and Waterworks System overall budgets each net to \$0. A favourable variance increases the amount transferred to the reserve fund, thereby adding to the funds available for capital purposes.



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 05/17

**TO:** Mayor and Members of Council

**FROM:** Tom Kitsos, Deputy Treasurer & Tax Collector

**DATE OF REPORT:** May 5, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Energy Conservation & Demand Management Plan – Annual Update

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### **RECOMMENDATIONS**

It is recommended that:

1. Financial Services Report 05/17, Energy Conservation & Demand Management Plan – Annual Update, be received for information.
2. 2016 Maintenance budget surplus of \$5,000 be carried forward to 2017 for energy consumption reduction initiatives via 2016 Year-End Surplus transfer to Tax Rate Stabilization Reserve.

### **BACKGROUND**

The *Green Energy Act* (Act) was passed on May 14, 2009. The intent of the Act is to:

- Expand renewable energy production
- Encourage energy conservation and
- Create clean energy jobs

O Reg. 397/11 requires that municipalities:

- Prepare, publish, make available to the public and implement energy conservation and demand management plans
- On or before July 1 of each year commencing in 2013, submit to the Minister, publish on its website and make available to the public in printed form Annual Energy Consumption and Greenhouse Gas (GHG) Emissions Template for operations
- On or before July 1, 2014, complete and make available to the public Energy Conservation & Demand Management (ECDM) Plan
- On or before July 1, 2019, and on or before every fifth anniversary thereafter, complete a description of current and proposed measures for conserving and otherwise reducing energy consumption and managing its demand for energy, a revised forecast of the expected results of the current and proposed measures, a report of the actual results achieved, a description of any proposed changes to be made to assist in reaching any targets it has established or forecasts made

Council adopted the Town's initial ECDM Plan on April 14, 2015.

An annual report will be provided to Council to update progress made towards our energy reduction targets and detail initiatives being considered for implementation.

## **COMMENTS**

### **ECDM Plan - Targets**

The ECDM Plan included an energy consumption reduction target to be reached by 2019. There was not a target established for GHG emission reduction.

Specifically, the ECDM Plan targeted 10% reductions in energy consumption as compared to 2011 Base Data. We have added a similar reduction target for GHG emissions, post ECDM Plan adoption.

Revised 2011 Base Data<sup>1</sup> and Target reduction are detailed in Table 1. An Energy Intensity measure is also provided. For the Facilities category, Energy Intensity is a measure of energy consumption with respect to floor space and is expressed as “equivalent kWh per square metre” or ekWh/m2. For the Optional categories, Energy Intensity is a measure of energy consumption with respect to unit count.

Table 1 – Energy Consumption – Base Data and Targets

Revised Base Data		Unit of				Energy Intensity
	Energy Source	Measurement	Total Usage	10% Reduction	Target Usage	(ekWh/m2)
Facilities	Electricity	kWh	2,260,435	226,044	2,034,392	176
	Natural Gas	m3	239,918	23,992	215,926	200
		Unit of				Energy Intensity
		Measurement	Total Usage	10% Reduction	Target Usage	(Usage/Unit)
Optional Categories	Street Lights (Elec.)	kWh	2,080,227	208,023	1,872,204	2,653
	Fuel	Litres	159,579	15,958	143,621	2,382

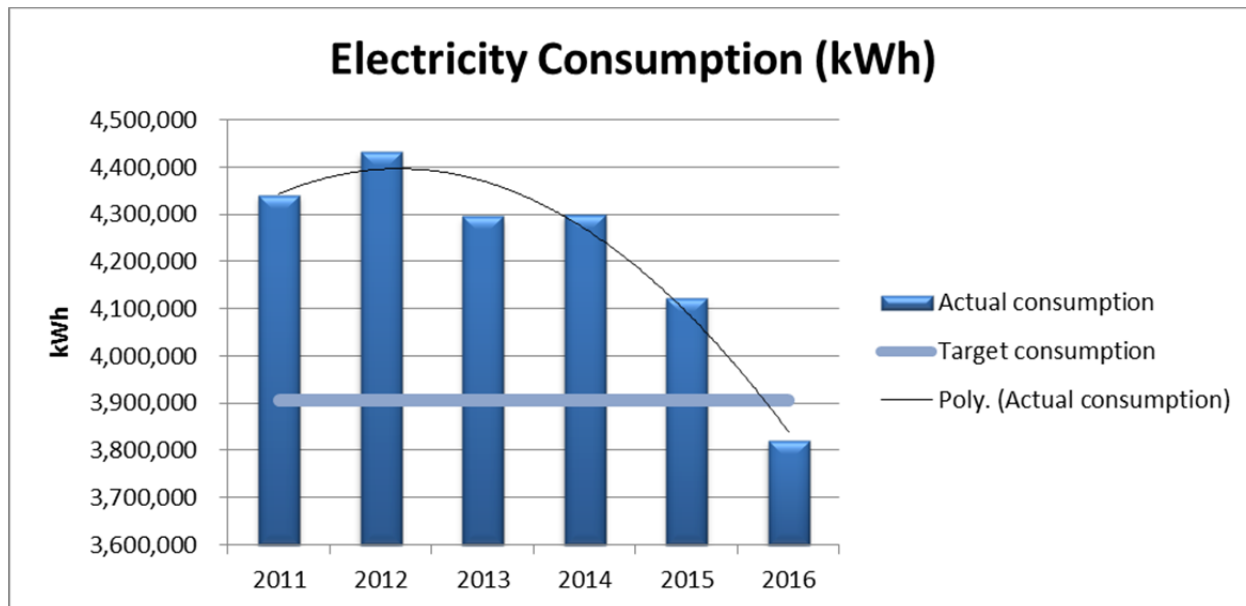
Table 2 provides Revised 2011 Base Data<sup>1</sup> with respect to GHG emissions. An Emission Intensity measure is also provided. For the Facilities category, Emission Intensity is a measure of GHG emissions with respect to floor space and is expressed as KG per square metre or KG/m2. For the Optional categories, Emission Intensity is a measure of KG with respect to unit count.

Table 2 – GHG Emissions – Base Data and Targets

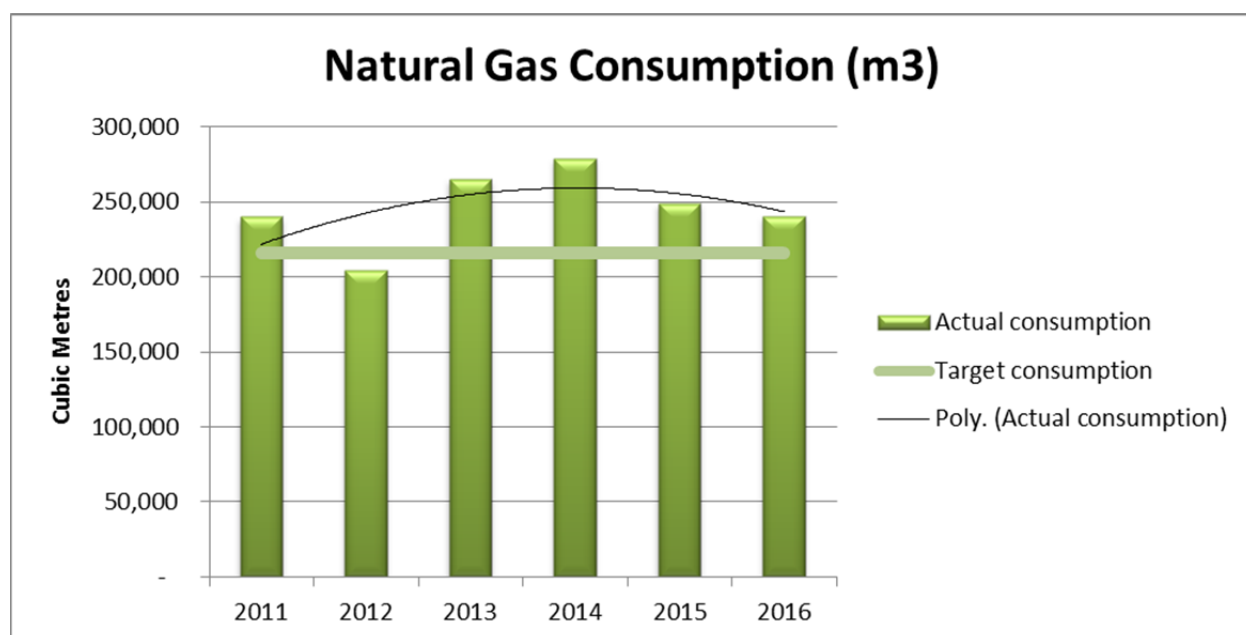
Revised Base Data				Target	GHG Emission	Target GHG
	Energy Source	Emissions (KG)	10% Reduction	Emission (KG)	Intensity	Emission Intensity
Facilities	Electricity	347,253	34,725	312,528	27	24
	Natural Gas	453,595	45,360	408,236	36	32
		GHG				
		Emissions (KG)				
Optional Categories	Street Lights (Elec.)	166,418	16,642	149,776	212	191
	Fuel	383,281	38,328	344,953	5,721	5,149

<sup>1</sup> See Appendix A for detailed reconciliation of 2011 Revised Base Data vs. 2011 Original Base Data

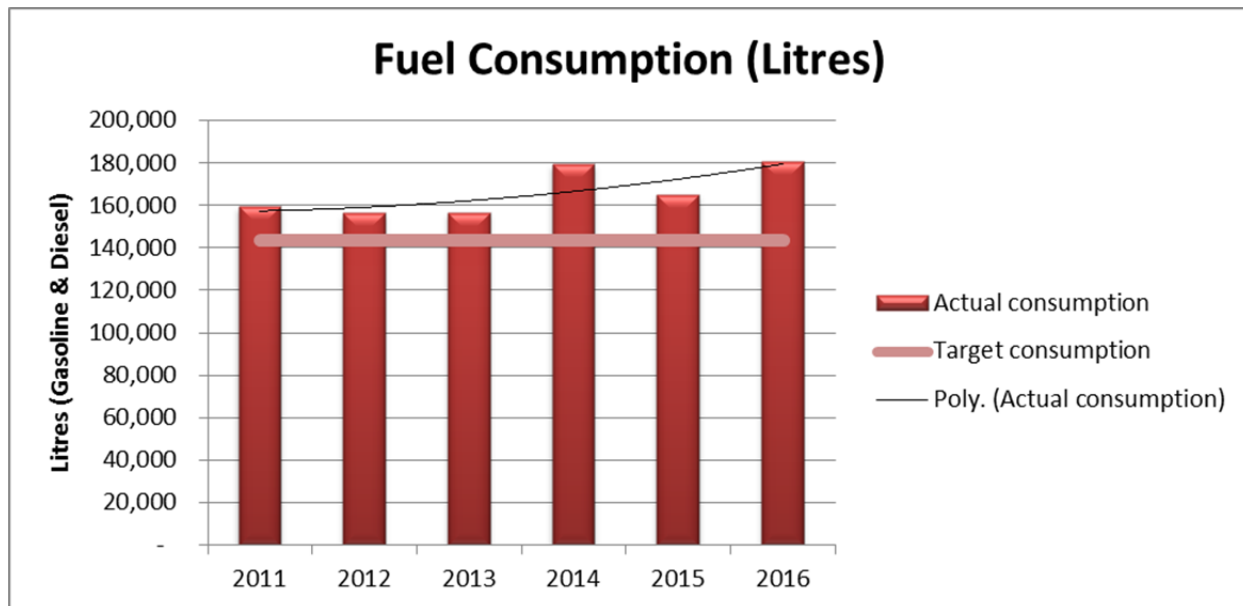
The following charts reflect consumption/emission trends since 2011 and include our 2019 target levels for comparison. Weather will impact consumption in particular periods, so the emphasis should be placed on long-term averages and trends.



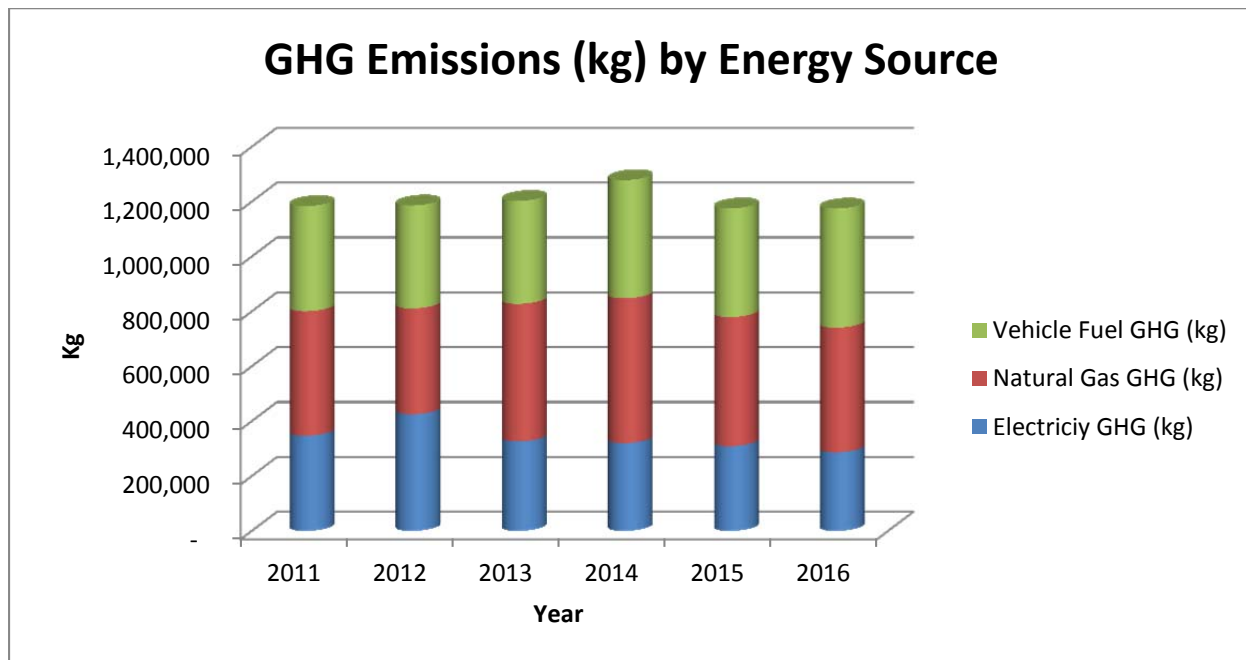
Gross electricity consumption has trended downwards benefitting largely from the conversion of Town street lights to LED technology. Additionally, most early energy conservation initiatives, such as indoor lighting fixture retrofits, light motion sensors and programmable thermostats have impacted electricity consumption. The decommissioning of the Skyway Packaging Plant in 2014 removed a significant electricity and natural gas consumer for the Town, averaging 115,000 ekWh per year.



Natural gas consumption has increased marginally. Some of this increase can be explained by the addition of 355 square metres of indoor floor space to the arena. The spike in consumption in 2013-2014 is also partly attributable to extreme cold winter conditions experienced during those two years.



Fuel consumption has increased substantially since 2011. Some of the increased consumption can be attributed to park maintenance activity for significant parkland added since 2011, including Lakewood Park and McAuliffe Park. As fuel consumption is a primary GHG producer, future initiatives should focus on ways to reduce fuel consumption.



Total annual GHG emissions have been relatively constant over the six-year period, ranging from a high of 1,278,759 KG in 2014 to a low of 1,174,978 KG in 2016 with reductions in electricity consumption offset by increases in natural gas and fuel consumption.

Table 3 compares 2014-2016 average annual consumption and intensity data as compared to our targets.

Table 3 – 2014-2016 Energy Consumption compared to Targets

2014-2016 Average	Energy Source	Unit of Measurement	Average Annual Usage	Target Usage	Energy Intensity (ekWh/m2)	Target Energy Intensity
Facilities	Electricity	kWh	2,095,279	2,034,392	148	158
	Natural Gas	m3	256,023	215,926	195	180
		Unit of Measurement	Average Annual Usage	Target Usage	Energy Intensity (Usage/Unit)	Target Energy Intensity
Optional Categories	Street Lights (Elec.)	kWh	1,985,468	1,872,204	2,532	2,388
	Fuel	Litres	175,041	143,621	2,574	2,144

Average annual gross consumption exceeds our 2019 target levels in all categories. However, we have been able to achieve 2019 target levels for average energy intensity with respect to facility electricity consumption.

Table 4 compares 2014-2016 average annual emissions and intensity data as compared to our targets.

Table 4 – 2014-2016 Emissions compared to Targets

2014-2016 Average	Energy Source	Unit of Measurement	Average Annual GHG Emissions	Target Emission (KG)	GHG Emission Intensity	Target GHG Emission Intensity
Facilities	Electricity	KG	156,791	162,752	11	13
	Natural Gas	KG	484,043	408,236	35	32
Optional Categories	Street Lights (Elec.)	KG	148,549	149,776	189	191
	Fuel	KG	420,419	344,953	6,183	5,149

We have reached our 2019 targets for average annual GHG emissions for Facility electricity and street lights, however we have exceeded our 2019 target levels in Facility natural gas and fuel. Similarly, average annual GHG emission intensity is below our target levels for Facility electricity and street lights and greater than our 2019 target levels for natural gas and fuel.

### Measuring Progress

Energy/emission intensity data is compared to 2011 base data in Table 5 as an alternative measure of progress made towards consumption and emission reductions.

Table 5

		Base Energy Intensity (ekWh/m2)	2014-2016 Energy Intensity (ekWh/m2)	Change	Base GHG Emission Intensity	2014-2016 GHG Emission Intensity	Change
Facilities	Electricity	176	148	-16%	14	11	-21%
	Natural Gas	200	195	-3%	36	35	-3%
Optional Categories	Street Lights (Elec.)	2,653	2,532	-5%	212	189	-11%
	Fuel	2,382	2,574	8%	5,721	6,183	8%

Table 5 data indicates that progress towards improved consumption efficiency and improved GHG emission reduction has been positive in all categories except with respect to fuel.

## **Near-Term Future Initiatives**

### **Arena Parking Lot Lighting Retrofit - \$6,000**

The Tecumseh Arena Parking Lot light fixtures were not included in the Town's Street Light LED conversion completed in 2016. Lighting for the parking lot currently consists of eight-400W Metal Halide fixtures and eight-175W Metal Halide fixtures. This initiative will substitute eight-100W LED fixtures and eight-80W LED fixtures.

Annual operating costs of the current system are estimated to be \$3,912 (\$3,723 in energy consumption and \$189 in annual lamp replacement costs). Annual operating costs of the LED system are estimated to be \$1,000, all of which is energy consumption. The lamps are not expected to require replacement. Annual operating cost savings would be \$2,912.

Energy consumption is expected to decrease by 17,125 kWh per year. This translates into an annual reduction of 1,284 KG of Greenhouse Gas Emissions.

The cost of the retrofit has been estimated at \$6,000. This initiative has a 2.1 year payback period and 50% Return on Investment (ROI).

This initiative will be implemented in 2017. Funding for this initiative will come from the Maintenance Operating Budget, which has \$5,000 available for Energy Team initiatives, plus recommended carry-forward of the unused 2016 \$5,000 budget.

### **Battery Electric Vehicle (BEV) - \$30,000**

This initiative proposes the replacement of a light-duty pick-up truck within the Town's existing Fleet with a Battery Electric Vehicle (BEV).

There are three light-duty pick-up trucks due for replacement in 2018, one of which would be suitable for electric vehicle substitute, i.e. PW 02-11, PW 06-08 and M 02-08 are due to be replaced in 2018.

PW 02-11 and PW 06-08 are assigned to Public Works and it is proposed that one of these could be substituted with an electric vehicle. Alternatively, M 02-08 is assigned to Recreation and it is proposed that this vehicle could be considered for substitution with an electric vehicle.

Further review is ongoing with respect to potential energy and emission reductions and impact to operating and capital budgets.

This initiative could potentially be implemented during the 2018 Vehicle replacement program. Funding for this initiative would come from Lifecycle – Fleet, which currently allows for approximately \$30,000 for light duty pick-up replacement.

### **Light-Duty Pick Up Truck (6 cylinder) - \$30,000**

This initiative proposes the replacement of one light-duty pick-up truck with an 8 cylinder engine within the Town's existing Fleet with a light-duty pick-up truck with a 6 cylinder engine.

There are three light-duty pick-up trucks due for replacement in 2018, one of which would be suitable for replacement with a 6 cylinder pick-up truck, i.e. PW 02-11, PW 06-08 and M 02-08 are due to be replaced in 2018.



PW 02-11 and PW 06-08 are assigned to Public Works and it is proposed that one of these could be substituted with a 6 cylinder light-duty pick-up truck. Alternatively, M 02-08 is assigned to Recreation and it is proposed that this vehicle could be considered for substitution with a 6 cylinder light-duty pick-up truck.

Further review is ongoing with respect to potential energy and emission reductions and impact to operating and capital budgets.

This initiative could potentially be implemented during the 2018 Vehicle replacement program. Funding for this initiative would come from Lifecycle – Fleet, which currently allows for approximately \$30,000 for light duty pick-up replacement.

### Walkthrough Audits

Walkthrough audits are planned to be completed for Fire Hall #2 and the Lacasse outdoor pool for 2017.

Walkthrough audits are performed by Town Energy Committee members. These audits help to identify energy users and potential energy saving initiatives. Some facility improvements triggered by walkthrough audits have been weather stripping replacement around doors and some single-pane window replacements.

### Other Potential Initiatives Currently Studied

#### Outdoor Pool Solar Heating - \$35,000

This initiative proposes the installation of a solar heating system for the Lacasse outdoor pool to reduce natural gas heating. The proposed system cannot completely replace the need for natural gas heating.

This concept is currently being reviewed.

#### Natural Lighting - \$ TBD

This initiative proposes the installation of natural lighting systems within Town facilities.

This concept and potential Town applications is currently being reviewed.

#### Tree Planting - \$ TBD

Strategic tree planting around Town facilities can help reduce electricity consumption by creating shade during the summer. Trees should be positioned on the southerly, easterly or westerly sides of facilities.

Additionally, studies have shown that shading air conditioning units can help reduce the workload of air conditioners and thus reduce electricity consumption.

A review will be conducted during 2017 to identify suitable areas for strategic tree planting.

### Recent Town Accomplishments

#### Street Light LED conversion - \$625,300

Street Light LED conversion was one of Public Works & Environmental Services Capital Works Projects completed during 2016.

Energy consumption is expected to be reduced by up to 40% with the conversion to LED lighting. Additional savings are anticipated from reduced maintenance costs.

Based on that 40% reduction in consumption, annual kWh should decrease by 840,000 kWh, which translates into an annual reduction of 63,000 KG of GHG emissions.

Energy costs should decrease by \$126,000 per year while Maintenance costs are expected to decrease by \$32,000 per year for a total operating cost reduction of \$158,000. Actual energy savings will differ depending on the Provincial Global Adjustment, which varies month-to-month, however has recently been a surcharge and has been increasing.

This represents a 3.96 year payback period and 25% Return on Investment (ROI).

### ECDM Work plan

Accomplishments since plan adoption:

- Two walk-through audits completed during 2015 – Lacasse Environmental Building (April 2015) and Green Acres Community Centre (May 2015)
- Two walk-through audits completed during 2016 – Public Works South Yard (March 2016) and Lacasse baseball structure (June 2016)
- Quarterly newsletter launched with February 2017 Introductory newsletter and March 2017 Q1 newsletter

### Energy Audits

Energy audits have been performed on the largest energy consumers in the Town, including the arena, Town Hall, Police Station and Fire Hall #1.

Energy management strategies recommended from the arena energy audit included the installation of a refrigerant de-superheater hot water heater. A refrigerant de-superheater is a waste heat recovery system that can recycle the wasted heat generated by the refrigeration system and use it to pre-heat water.

The energy efficiency savings occur by reducing or eliminating the energy required for water heating while increasing the efficiency of the refrigeration system and lowering its operational costs. This will be implemented in the summer of 2017 and funded through the Arena Lifecycle Reserve.

A building management system for operating the different mechanical units at the arena was also recommended to optimize the HVAC operation at the arena with an estimated annual savings in utility costs of \$31,872 in electricity and natural gas combined. Implementation is targeted for 2017 and will be funded through the Arena Lifecycle Reserve.

An opportunity identified from the Fire Hall #1 energy audit was for the upgrade of the garage doors when the time to replace them arrived.

The existing doors have single pane glass windows. These windows will be replaced with double thermal pane windows. It is expected that the R-value of these new doors will increase the insulating factor of these doors and reduce the heating costs for this area of the Fire Hall. The doors are due for replacement in 2017 and will be funded through the Building Lifecycle Reserve.

Otherwise, the energy audits concluded that these facilities were generally energy efficient and that opportunities for improvement, outside of the implementation of renewable energy, would occur with the

replacement of existing mechanical equipment at the end of their lifecycle (such as HVAC units) with higher efficiency newer models.

There are no energy audits planned for 2017.

## **CONSULTATIONS**

Town Energy Committee  
 Ray Hammond  
 Chad Jeffery  
 Dan Desrosiers  
 Kirby McArdle

## **FINANCIAL IMPLICATIONS**

Recommended initiatives are within budget allowances. Future initiatives for consideration are under review. Generally, where an existing asset is being replaced at normal life expectancy, lifecycle reserves will be used to fund the replacement. For new assets, such as a solar pool heating system for example, a recommendation would be brought forward to Council including recommended funding sources for Council consideration and approval.

## **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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Tom Kitsos, CPA, CMA, BComm  
Deputy Treasurer & Tax Collector

Reviewed by:

Reviewed by:

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

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1. Revised 2011 Base Data Reconciliation

TK

<b>Appendix A</b>						
<b>Revised 2011 Base Data Reconciliation</b>						
<b>Reconciliation</b>		<b>Hydro Usage</b>	<b>Nat Gas Usage</b>	<b>Fuel</b>	<b>Floor Space</b>	<b>Unit Count</b>
Original 2011 Base Total		2,541,642	238,364	137,579	12,920	861
Deletions:	Water Tower	- 15,836	-	-	- 13	-
	Brighton Storm PS	- 50,995	-	-	- 102	-
	E. St. Louis Storm PS	- 56,486	-	-	- 122	-
	Scully Storm PS	- 34,625	-	-	- 46	-
	St Alphonse San PS	- 17,248	- 2,525	-	- 1	-
	Sylvestre San PS	- 3,657	-	-	- 1	-
	Lesperance Storm PS	- 87,021	-	-	- 48	-
	St. Marks Storm PS	- 15,054	-	-	- 25	-
	W. St. Louis Storm PS	- 56,361	-	-	- 85	-
	Cecile Storm PS	- 33,501	-	-	- 31	-
Additions:	Green Acres (Rear)	10,833	1,549	-	224	-
	Parks Garage South	5,213	2,530	-	134	-
	Transit	-	-	22,000	-	-
Modifications:	Public Works Garage/Depot/Storage	39,374	-	-	37	-
	Public Works Garage South	34,157	-	-	-	-
	Fleet Count (removed small equipment)	-	-	-	-	- 10
<b>Revised 2011 Base Data</b>		<b>2,260,435</b>	<b>239,918</b>	<b>159,579</b>	<b>12,841</b>	<b>851</b>



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 06/17

**TO:** Mayor and Members of Council

**FROM:** Tom Kitsos, Deputy Treasurer & Tax Collector

**DATE OF REPORT:** May 10, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Budget Variance Report – March 31, 2017

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### **RECOMMENDATIONS**

It is recommended that:

1. Financial Services Report # 06/17, Budget Variance Report – March 31, 2017, is received for information.

### **BACKGROUND**

All departments have reviewed first quarter actual results in order to identify and report on variances from budget. This analysis looks at both operating and capital budgets.

Directors were also asked to provide year end projected results to determine if we expect to be in a surplus or deficit position at the end of the year.

### **COMMENTS**

#### **Operating Fund**

The 2017 Q1 Variance analysis projects a year end surplus of \$46,000 (Tax Supported surplus \$296,000 & Rate Supported deficit -\$250,000).

Projected year end results are presumed to be equal to the budget except where definitive variances are known. With only three months of activity completed, an assessment of trends and results is highly speculative at this point.

It is important to note that the projections are based on a number of estimates which can vary significantly prior to year-end.

In formulating estimates where there is a range of expected results, Administration used the lower end of the range in order to be conservative in our projections. Significant items of note include:

### Tax Supported

Recent wage and benefit settlements, which were not factored in department level budgets, are reflected in each department's actual costs and variance, generally projecting a 2% unfavourable variance to budget. These variances are offset by an equal transfer from reserve, so that there is no net impact.

➤ Council – Wages and benefits are \$6,000 under budget due to lower per diems.	(6,000)
➤ Council – Lower anticipated professional development and seminar activity resulting in a favourable forecast variance of \$8,000.	(8,000)
➤ Corporate Shared – Taxation revenue was \$229,000 greater than budgeted due to greater than estimated growth in property assessment.	(229,000)
➤ Corporate Shared – OMPF grant revenue continues to decline; coming in at \$11,000 less than budgeted.	11,000
➤ Corporate Shared – Anticipating insurance to be \$5,000 over budget based on Q1 claim activity.	5,000
➤ CAO – Wages and benefits over budget due to CAO retirement.	26,000
➤ Corporate Services & Clerk – Wages and benefits under budget due to position vacancy.	(12,000)
➤ Fire – Wages and benefits over budget due to retirement allowances.	11,000
➤ Conservation Authority under budget as Town budget was developed prior to availability of ERCA budget estimates.	(5,000)
➤ By-law Enforcement over budget primarily due to greater than expected Professional fees – legal costs (\$5,000).	5,000
➤ Crossing Guards wages and benefits over budget due to Pay Equity increases.	5,000
➤ Roadways – Revenues were under budget due to fewer Interfunctional labour hours assistance to Sanitary (\$14,000).	14,000
➤ Winter Control – Wages and benefits are anticipated to be under budget based on lower labour hours required for snow removal activities in the first quarter.	(8,000)
➤ Winter Control – Anticipating \$44,000 favourable variance in salt expense based on current inventories.	(44,000)
➤ Street Lighting – Preliminary estimates indicate about \$90,000 in electricity cost savings resulting from LED conversion.	(90,000)
➤ Transit – Advertising revenue under \$6,000; delivery of new bus with advertising panels not anticipated until September.	6,000
➤ Garbage Collection – Estimating an unfavourable variance of \$103,000 due to higher unit prices in the new contract.	103,000
➤ Special Events – The Town was unsuccessful in its application for Canada Day grant funding. The Canada Day forecast has been decreased so that there is no impact to the budget.	0

➤ Planning and Zoning – Official Plan – Professional Fee – Legal anticipated to be under budget this year. If Official Plan is appealed, the hearing will not take place until 2018. Offset by budgeted reserve transfer; no net impact.	0
➤ Committee of Adjustment – Operating expenditures under budget by \$10,000 due to less than expected per diems.	(10,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated surplus.

### Rate-Supported

Significant variations from budget are expected to be:

➤ Sanitary – Contract cost is favourable to budget due to lower than estimated sanitary treatment costs charged by the City of Windsor, assuming no volume variance.	(50,000)
➤ Sanitary – Grant expense anticipated to exceed budget. There continues to be significant uptake in the back water valve and foundation disconnection subsidy programs in 2017 and this is expected to continue for the next few months. So far this year, there have been 267 applications.	311,000
➤ Water – Work Orders and Miscellaneous Revenue anticipated to show favourable variance due to increased development activity.	(6,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated operating deficit for rate supported departments of \$250,000.

*Note: that a deficit decreases the balance transferred to reserve funds to offset capital requirements.*

### Capital/Lifecycle

There was a fair amount of capital activity in the first three months of the year. Items of note include:

- The Tender for Pulleyblank Street, Crowder Court, Moro Drive Sanitary Sewer Extension was awarded to D'Amore Construction in the amount of \$2,748,769 excluding HST. PWES Report No. 54/16 provided an estimated project cost of \$3,815,600. Tendered/projected costs total \$3,305,271 which includes construction, engineering, topographic and legal survey, MOE ECA application fee, tender advertisement, hydrovac excavations & CCTV investigations and geotechnical quality assurance. Anticipated surplus is approximately \$510,329.
- The Tender for 8<sup>th</sup> Concession Road Trunk Sanitary & Watermain Phase 1 was awarded to Coco Paving Inc in the amount of \$3,418,000 excluding HST. PWES Report 54/16 provided an estimated project cost of \$4,722,205. Tendered/projected costs total \$4,064,452 which includes construction, engineering, legal survey, MOE ECA application fee, tender advertisement, OPP traffic control, G-Tel locates, hydrovac excavations and geotechnical quality assurance. Anticipated surplus is approximately \$657,953.
- The Tender for West Branch Delisle Drain Repair and Improvements was awarded to Murray Mills Excavating in the amount of \$120,655 excluding HST. PWES Report 17/17 provided an estimated project cost of \$110,000. The lowest tender received was approximately 110% above



the Engineer's report estimate of \$110,000. As a result of the marketplace tenders received for this project, Council was not required to hold a meeting in the manner prescribed by Section 59 (1) of the Drainage Act, as the tendered costs do not exceed the engineer's estimate by 133%.

- The Quote for Construction of Storage Building at St. Mary's Park was awarded to Quilan Inc in the amount of \$28,760 excluding HST. The projected cost for this project is \$18,000. The total price with non-recoverable HST for this project is \$31,606.66 which is \$11,606.66 over budget. Previous pricing received on other approved projects was \$28,500, the actual cost of these projects was \$ 18,281 which offsets most of the overage in this project.

Carry-over projects continue while approvals for 2017 projects are ongoing.

## **CONSULTATIONS**

All departments

## **FINANCIAL IMPLICATIONS**

Although early forecasts indicate an operating surplus of \$46,000, it is important to note that projections are based on a number of estimates which can vary substantially prior to year-end. Administration will continue to closely monitor the budget. An updated report will be prepared shortly following the 2<sup>nd</sup> quarter close.

## **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:

---

Tom Kitsos, CPA, CMA, BComm  
Deputy Treasurer & Tax Collector

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. 1<sup>st</sup> Quarter Operating Variance Summary

TK

Attachment 1

**Town of Tecumseh  
 1st Quarter Operating Variance Summary  
 Summary of All Units**

	2017 Approved Budget	2017 Year End Forecast	2017 Forecast Surplus/Deficit
<b>Tax Supported</b>			
Council	369,910	355,081	-14,829
Corporate Shared	-14,097,002	-14,461,625	-364,623
Administration	2,655,877	2,706,686	50,809
Fire	1,192,869	1,199,832	6,963
Police	3,217,634	3,217,028	-606
Conservation Authority	255,920	251,029	-4,891
Building	162,858	171,015	8,157
Other Protection	81,165	86,645	5,480
Emergency Measures	28,050	27,762	-288
Public Works	2,029,050	1,936,115	-92,935
Transit	80,559	85,731	5,172
Storm Sewers	355,285	351,464	-3,821
Garbage Collection/Disposal	1,324,200	1,429,266	105,066
Golden Age Club	16,200	15,861	-339
Parks	1,209,016	1,211,235	2,219
Arena	451,749	449,762	-1,987
Pool	93,481	95,605	2,124
Recreation Other	28,200	28,273	73
Libraries & Culture	-7,375	-7,717	-342
Planning & Zoning	552,354	554,749	2,395
<b>Total Tax Supported</b>		-296,203	-296,203
<b>Rate Supported<sup>1</sup></b>			
Sanitary Sewers		253,001	253,001
Waterworks System		-2,596	-2,596
<b>Total Rate Supported</b>		250,405	250,405
<b>Total Summary of All Units</b>		-45,798	-45,798

<sup>1</sup>Sanitary Sewer and Waterworks System overall budgets each net to \$0. An unfavourable variance decreases the amount transferred to the reserve fund, thereby adding to the funds available for capital purposes.



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 05/17

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

**FROM:** Kerri Rice, Manager Recreation Programs & Events

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

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Rotary Club Fish Fry

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### **RECOMMENDATIONS**

It is recommended that:

1. The Rotary Club of Windsor be authorized to sell and serve alcoholic beverages for consumption by patrons at Lakewood Park on Friday, July 21, 2017 during the hours of 4:00 p.m. to 8:00 p.m., subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy 31 for the purposes of hosting a Fish Fry; and that
2. The Rotary Club of Windsor be granted an exemption from the Town's Sign By-law starting June 23, 2017 to permit them to advertise the Fish Fry Event in the following areas: BIA Parkette, Tecumseh Recreation Complex & Arena, Lakewood Park, Poisson Parkette, Lacasse Park, Chippewa Park and Green Acres Park, provided that the signs do not impede traffic site lines; and further that
3. Relief be granted from the Noise By-law No. 2002-07, as amended, in order to permit the Rotary Club of Windsor to operate loud speakers or sound amplifying equipment during the Fish Fry event for the purposes of musical entertainment and event announcements on Friday, July 21, 2017 during the hours of 4:00 p.m. to 8:00 p.m.

### **BACKGROUND**

The Rotary Club of Windsor [Rotary Club] has been around since 1918 and has a rich history of giving, both internationally and locally. Over the years, the Rotary Club has founded and fostered many local projects, including fundraising in the founding of both the Grace and Metropolitan Hospitals, founding and funding of the Essex Kent Golf Tournament, founding of the Crippled Children's Fund (now Easter Seals, a national organization), opening of the Children's Rehabilitation Centre (now the John McGivney Children's Centre), funding the construction of the Rotary Youth Home at Maryvale, and their most recent project, the Children's Safety Village. The Rotary Club is perhaps best known for staging major community events such as the annual Art in the Park event at Willistead Manor and the Children's Fest at the Children's Safety Village.

Over the last twenty years, the Rotary Club has been travelling to Ghana leading a variety of projects such as building and renovating schools, purchasing school supplies and computers and drilling water wells. The Ghana initiative and other local community projects and endeavours are funded through a variety of fundraising initiatives such as an annual Fish Fry event.

In 2016, due to the increased popularity of the event, the Rotary Club moved its annual Fish Fry event from the Riverside Sportsmen's Club to Lakewood Park. Lakewood Park provided a venue large enough to accommodate the over 400 guests. The event occurred without incident.

## **COMMENTS**

Administration has met with representatives from the Rotary Club to review its plans to host a Fish Fry at Lakewood Park on Friday, July 21, 2017. According to the Rotary Club, the event will proceed as follows:

**Set-Up** – The Rotary Club will be coordinating volunteers to oversee and conduct the event layout and set-up during which tents and equipment will be erected.

**Public Event** - The Fish Fry will be open to the public during the hours of 4:00 p.m. to 8:00 p.m. Advanced tickets will be sold as well as on-site ticket sales. Volunteers from the Rotary Club will be preparing and serving the food at the event in accordance with the Windsor Essex County Health Unit's Event Organizer Sponsoring Agency and Food Vendor Guidelines. The Rotary Club does plan to sell/serve alcohol under an AGCO license. This is consisted a family-friendly event; therefore there are no age restrictions.

**Event Parking** – Due to the expected attendance at the Fish Fry, the parking lot located at Lakewood Park (South) will be reserved for the use of the Rotary Club. There are a total of 143 parking spaces within the parking lot of Lakewood Park (South). The Rotary Club will be responsible for staffing the entrance to the parking lot for the purposes of controlling access and directing vehicles within the parking lot. The parking lot on Lakewood Park (North) will remain open to the public and visitors to the Fish Fry are welcome to park at this location provided there are available spaces.

The Rotary Club has been advised that parking along Manning Road is restricted and parking violations are subject to fines. The Rotary Club intends to have event volunteers monitor the area along Manning Road to advise any event guests that attempt to park in this location of the parking restrictions in order to ensure that the area remains clear of parked vehicles. The Rotary Club will be encouraging guests to carpool to the event in an effort to reduce the number of vehicles requiring parking.

**Clean-Up** – The Rotary Club will be coordinating volunteers to clean up Lakewood Park to restore it to its original condition for public use. The Parks Department will inspect the site the morning of July 22, 2017. If during the inspection the condition of the park is deemed to be unacceptable, Parks Department staff will be scheduled to clean the site and the labour will be invoiced to the Rotary Club.

### **Outdoor Special Events Policy:**

Outdoor Special Events Policy No. 85 identifies various types of permitted uses for municipal parks, including festivals and events. This Policy provides Administration with guidelines for the scheduling of events within municipal parks based on scheduled maintenance, programming, and potential impact on the surrounding residents. The Policy addresses factors that impact events such as noise restrictions, road closures, parking, park maintenance and clean-up, use of tents and washroom facilities, electrical requirements, food and alcohol services, smoking and use of smokeless of tobacco restrictions, and the need to complete an Application/Facility Use Agreement.

The proposed plans for the Rotary Club Fish Fry have been reviewed and approved by the Special Events Resource Team.

### **Municipal Alcohol Policy:**

According to Policy No. 31, Municipal Alcohol Risk Management Policy:

*Section 3.1: Selling or consumption of alcohol on municipal property is ONLY permitted in conjunction with festivals or events where the organizers must:*

- I. rent a Town facility and adhere to the Facility Rental Agreement*
- II. obtain a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO)*
- III. adhere to all terms and conditions in this policy and the Liquor License Act of Ontario and*
- IV. submit an approved Safety Plan*

*Section 3.3: The only Town facilities available for events that include the sale or consumption of alcohol include:*

**Municipal Arena**

*Mezzanine (Room Capacity 75)  
Centre Ice Room (Room Capacity 200)  
Horwood Room (Room Capacity 50)*

**St. Clair Beach Optimist Community Centre**

*A Room (Room Capacity 50)  
B Room (Room Capacity 50)*

**Tecumseh Golden Age Club**

*Auditorium (Room Capacity 148)*

*Note: Tecumseh Town Council may change the designation of any municipal Park, Facility, or Street by resolution at its discretion.*

The Rotary Club plans to operate the Fish Fry under an AGCO special occasion permit. The Manager Recreation Programs & Events [Manager] has met with the Rotary Club to review all of the event plans in more detail and to review the municipal policies and bylaws that relate to the event plans specific to a licensed event. The Manager has informed the Rotary Club that they are required to have trained staff assigned as bartenders, door supervisors, floor supervisors, and ticket sales personnel and that they are required to meet with the Tecumseh OPP to coordinate security personnel.

Administration recommends that subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy, the Rotary Club be authorized to sell, serve and consume alcoholic beverages starting at 4:00 p.m. to 8:00 p.m. on Friday, July 21, 2017.

### **Sign By-Law:**

According to By-law No. 2004-66, a by-law to regulate and govern signs within the municipality (Sign By-law):

*Section 2.7: Council may upon application from any person, authorize minor variances from this By-law, if in the opinion of Council the general intent and purpose of the By-law are maintained.*

*Section 2.8: The Town may by agreement permit any sign within the Town that does not otherwise comply with the provisions of the By-law.*

*Section 4.2: No person shall erect, display, alter or repair any sign, unless it is in conformity with the provisions of this By-law.*

*Section 4.3: No person shall erect, display, alter or repair any sign without a permit.*

Marketing and advertising is an important component for the success of any event. For the purposes of promoting the Fish Fry, the Rotary Club is requesting permission to erect temporary signage within the municipality.

According to By-law No. 2004-66, Council may upon application from any person authorize minor variances from this By-law, if in the opinion of Council the general intent and purpose of the By-law are

maintained. Administration recommends that the Rotary Club be granted an exemption from the Town's Sign By-law starting June 23, 2017 to allow them to advertise the Fish Fry provided that the signs do not impede traffic sight lines.

### **Noise By-Law:**

According to By-law No. 2002-07, a by-law respecting the emission of sounds (Noise By-law):

*Section 4: No person within the municipality shall emit or cause the emission of sound resulting from any act listed in Table 4-1, hereinafter set out, if clearly audible at a Point of Reception located in an area of the municipality within a prohibited time shown for such an area.*

	<i>Prohibitions Periods of Time</i>		
	<i>Residential Area</i>	<i>Agricultural Area</i>	<i>Commercial Area</i>
<i>4. The sound from or created by any radio, phonography, 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.</i>	<i>At all times</i>	<i>At all times</i>	<i>At all times</i>
<i>5. The operation of any auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.</i>	<i>At all times</i>	<i>10:00 p.m. to 8:00 a.m.</i>	<i>10:00 p.m. to 8:00 a.m.</i>

The Rotary Club requires the use of sound amplifying equipment for event entertainment / music and announcements. The Rotary Club has indicated it is aware of the surrounding neighbours and will make every effort to maintain the sound at an acceptable level. The Rotary Club is requesting a waiver of the Noise By-law in order that they may utilize sound amplifying equipment throughout the event operating hours.

Administration recommends that relief be granted from the Noise By-law No. 2002-07, as amended, in order to permit the Rotary Club to operate loud speakers or sound amplifying equipment during the Fish Fry event starting at 4:00 p.m. to 8:00 p.m. on Friday, July 21, 2017.

## **CONSULTATIONS**

Special Event Resource Team

## **FINANCIAL IMPLICATIONS**

### **Facility Use Agreement:**

Administration will be preparing a Facility Use Agreement for use of Lakewood Park in accordance with the Fees and Charges Bylaw. The Facility Use Agreement will include any additional fees for site servicing such as delivery and installation of temporary fencing.

In accordance with the terms and conditions of the Facility Use Agreement, the Rotary Club will be required to provide the Town of Tecumseh with a certificate of insurance naming the Town of Tecumseh as an additional named insured in the amount of \$5 million.

### **Tecumseh OPP Resources:**

The Rotary Club is responsible for any costs associated for OPP resources. The Tecumseh OPP will invoice the Rotary Club directly.

## **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:

---

Kerri Rice  
Manager Recreation Programs & Events

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

KR



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department  
Report No. 06/17

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

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

**DATE OF REPORT:** May 12, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Multi-Use Sportsplex - Proposed Next Steps

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### **RECOMMENDATIONS**

It is recommended:

1. **THAT** Parks & Recreation Report 06/17, "*Multi-Use Sportsplex – Proposed Next Steps*," be received;
2. **AND THAT** Infrastructure Funding for the Multi-Use Sportsplex project be pursued at both the Provincial and Federal Government levels;
3. **AND FURTHER THAT** Administration provide Council with updated reports as each milestone outlined in the timelines chart highlighted on pages six (6) and seven (7) of this report is achieved, and request Council authorization to proceed with the next step in the process.

### **BACKGROUND**

At the April 28, 2015 Regular Meeting of Council, the members considered the Multi-Use Sportsplex Feasibility Study & Business Plan P&R Report # 15/15 and passed motion (RCM-27/15) which reads as follows:

**THAT** the Town of Tecumseh undertake a public consultation process to determine the potential uses for a multi-use Sportsplex;

**AND THAT** the Town of Tecumseh invite submissions through an RFP to undertake a feasibility study and prepare a business plan for a multi-use Sportsplex;

**AND FURTHER THAT** a budget of \$100,000 be approved to undertake this process;

**AND FURTHERMORE THAT** funding for the \$100,000 be provided from the Infrastructure Reserve;

**AND FURTHERMORE THAT** upon completion of the feasibility study and business plan a report be presented to Council on the findings for future direction.

As a result of the above noted resolution, Administration developed Terms of Reference and requested RFP Proposals for the Multi-Use Sportsplex Feasibility Study & Business Plan as Council had directed.

At the August 26, 2015 Regular Meeting of Council, the members considered the Multi-Use Sportsplex Feasibility Study & Business Plan RFP Award P&R Report # 23/15 and passed motion (RCM-299/15) which reads as follows:

**THAT** the RFP Proposal submission from MHPM Project Leaders be accepted for the services of providing the Multi-Use Sportsplex Feasibility Study & Business Plan in the amount of \$84,000 plus HST.

During the process of undertaking the study/business case, MHPM Project Managers Inc. changed their name to Colliers Project Leaders Inc. effective March 31, 2016. MHPM Project Managers have been a part of Colliers International since 2007. As a result, the final document was presented to the Town under the Colliers International name.

At the April 28, 2015 Regular Meeting of Council, the members considered the Multi-Use Sportsplex Feasibility Study & Business Plan P&R Report # 16/16 and passed motion (RCM-190/16) which reads as follows:

**THAT** the Multi-Use Sportsplex Feasibility Study & Business Plan be approved in principle as presented in Parks & Recreation Report No. 16/16;

**AND THAT** Administration prepares a detailed report to be presented to Council, outlining recommended next steps for future direction and development of the Multi-Use Sportsplex project;

**AND FURTHER THAT** an additional \$50,000 be approved to utilize outside sources to assist with developing the plan further;

**AND FURTHERMORE THAT** funding for the \$50,000 be provided from the Infrastructure Reserve.

Members of Council, at the Strategic Priorities Planning Session held January 17, 2017, confirmed that the Sportsplex was their number one priority, and provided Administration with direction to develop a plan as to the next steps that are required to continue to move this project forward.

It must also be noted that, in the approved Parks & Recreation Master Plan, a Multi-Use Facility Feasibility Study was to be completed, which Administration confirms has been done.

## **COMMENTS**

Colliers Project Leaders completed the *Multi-Use Sportsplex Feasibility Study & Business Plan* (Sportsplex Plan) - Attachment 1. This was a result of the previously approved Strategic Master Plan for Parks & Recreation Services, and direction from Council. The purpose of the Sportsplex Plan was to first confirm the feasibility of an indoor Multi-use Sportsplex, investigate what components the community and user groups wanted to see as part of the facility, and provide an estimated capital cost and a proposed financial operational analysis.

Council adopted the Sportsplex Plan in principle, and directed Administration to bring back a report with recommended next steps for future direction and development.

As part of the Business Plan, a preliminary capital cost estimate was provided as a minimum recommended budget in the amount of \$17,634,000 (the consultants indicated the estimate should be considered to be within +/- 25% i.e. \$17.6M to \$22.0M). The cost of construction was estimated at the low end of the range of probable costs based on a number of assumptions:

- cost was based on a pre-engineered building
- cost of the concrete block building was estimated at \$200-\$260/sf which is similar to costs for a school
- cost included servicing which can be brought in from St. Jacques Street or from existing Arena
- cost subgrade conditions are conventional
- construction contract was to be awarded in 2017

The uncertainty of the capital cost estimate arose as the scope of the project was defined at only a conceptual level and there are many uncertainties including:

- requirement for geotechnical testing such as spill bearing capacities
- uncertainty of servicing, including requirements for storm water management and drainage, water, sanitary, gas and electric services
- timing for construction
- desired level of finishes
- changes in facility programming
- market conditions (such as the price of steel)
- project management services were not included in proposed cost estimate

It would be Administration's estimate that, considering current conditions and factoring in all requirements of the project, the actual capital cost would be in the \$22-24 million range. This figure cannot be quantified at this time until a number of requirements are met.

The first major consideration in the process - land requirements - has been addressed, as the Town owns the proposed property to the east of the Arena. The only additional expenses are the property and developments costs required to relocate Hebert Field.

## **Cost Estimate**

Development of proposed financing options cannot be completely addressed until a more detailed capital cost is confirmed; however, assumptions can be made on a project overall capital cost of \$24 million including design, engineering, equipment, construction.

## **Construction process**

There are two preferred tendering and construction processes that could be considered for this project as follows:

1. Stipulated Price Tender – This involves competing the entire detailed design, using the services of an architectural firm (hired by the Town through an RFP Process) to administer and inspect the contract throughout the entire project. Following completion of the design, the town would then issue a tender for stipulated price bids for construction.

### ***The advantages of this method are as follows:***

- a) The exact design and amenities can be customized based on the Town's objectives so that the final end product is known in advance.

- b) The final price is essentially known, provided that there are no additions or design changes above the contingency amounts set aside.

***The disadvantages with this approach are:***

- a) The process requires a longer time frame to select an architect and then prepare a final detailed design prior to undertaking a tender and commencing construction.
  - b) The Town needs to know exactly what it wants (as any change to the design or additions to the project will result in additional costs).
  - c) It also limits the creativity of the proponents and therefore can limit cost saving ideas.
2. Design Build Contractor – This method relies on designing and building during construction as the process moves forward towards the final promised product. Under this process the Town would issue a request for proposals to proponents for the design and build of the project. The RFP would also include an assessment of the proponents' qualifications prior to allowing them to advance to the selection process.

***The advantages of this method are as follows:***

- a) Usually results in a fixed price contract.
- b) Builder takes on all financial risk of project.
- c) Allows creativity and flexibility for the proponents of the design to find cost savings.
- d) A shovel can be put in the ground much quicker than in Option # 1 above.

***The disadvantages of this method are as follows:***

- a) Generally a larger contingency is added to this type of construction bid, as the proponent assumes all the risk. However the total cost is known up front. Additionally, in order to mitigate the potentially higher costs, the RFP would be structured in a manner that gives the Town the ability to undertake the direct tendering of certain specific project components in order to avoid mark-ups and reduce overall project costs.
- b) The design build submissions can be based on a wide range of specific amenities, equipment, and quality of finishes. In order to mitigate this concern of the unknown, however, Administration would propose retaining a technical support & design consultant to work with Administration to include specific components of the facility as well as to approve progress draws of the design build contractor and generally verify work done on an independent basis.
- c) Requires a separate performance consultant/architect to be engaged to advise the Town and to approve progress draws and clear issues on behalf of the Town.

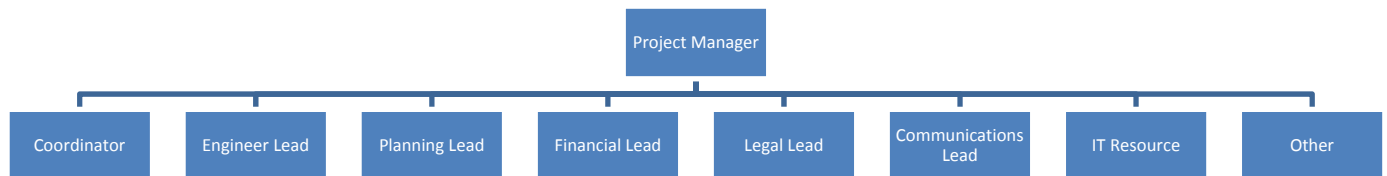
## **Financing**

Infrastructure programs announced by both the federal and provincial governments are anticipated to be available to provide capital financing. The recent federal budget included reference to funding for recreation projects while the provincial budget included funding for infrastructure projects which we anticipate will include recreation as an eligible category. Currently Administration is monitoring

infrastructure program funding details as they become available. Both levels of government are being pursued with a report to be provided as more information is gathered.

### Working Team Structure

A component of the project would be to establish a working group and consideration should be given to the following structure, comprised of internal staff resources and complemented with 'project hires'.



### Fundraising

Community fundraising will represent a significant component of the project. Contributions are reflected in the funding scenarios under financing. A fundraising strategy will be developed in support of this component. Partnerships and sponsorships will also be explored as an element of the community fundraising. Minor soccer, minor baseball and other prospects will be explored.

There are three options to undertake a community fundraising program. Option 1 is to form a fundraising committee with a Champion to lead the committee. Under this option the majority of the contributions (less any expenses) go towards the fundraising total contribution.

Option 2 is to directly hire a fundraising coordinator that works for the Town. Under this individual's direction the fundraising is undertaken by the Town and it could also have a volunteer committee work with the fundraiser as well.

Option 3 is to hire a professional fundraising consultant. In this option the consultant historically takes a percentage of contributions as their method of payment. The percentages vary depending on the firm; when using this method, your contribution goals need to be set higher so when you take away the consultant's percentage you still get to your set fundraising goal.

By way of example for option 3 highlighted below the fundraising goal is set at \$2.6 million. If, for example, the fundraising consultant's fee is 15%, you would need to set the fundraising goal at \$3.1 million to achieve the overall goal.

Fundraising goal	\$3,100,000
- 15% consultant fee	\$ 465,000
Total	\$2,635,000

Another financial consideration is that, with fundraising commitments, it is not uncommon for an individual or company to spread their pledge out over a three to five year term. If the Town approves a fundraising program that allows pledges to be spread out over multiple years, additional debt-carrying costs will be incurred by the Town. Finally, one of the downfalls of multiple year commitments is that some of the pledges are never collected as donors may cancel planned contributions as a result of changing financial situations or other factors.

## Additional Project Cost

Additional costs not included in the projected \$24,000,000 Capital Cost include:

Replacement of Hebert Field Baseball Diamond	\$500,000
Project Management Services	\$250,000
<b>Total</b>	<b>\$750,000</b>

Multi-Use Sportsplex Funding Allocations approved to date, funded from the Infrastructure Reserve:

Feasibility Study	\$100,000
Further Plan Development (Soil testing, consulting)	\$ 50,000
<b>Total</b>	<b>\$150,000</b>

## Potential funding options include:

Project Capital Cost \$24,750,000

### 1. Option 1 33.3%

Grant	66.7%	\$16,500,000
Town Share	33.3%	\$ 8,250,000 *

\* Taxes/Debt \$6,600,000 + Fundraising 20% \$1,650,000

### 2. Option 2 50.0%

Grant	50.0%	\$12,375,000
Town Share	50.0%	\$12,375,000 *

\*Taxes/Debt \$ 9,900,000 + Fundraising 20% \$ 2,475,000

### 3. Option 3 100%

Town Share	80%	\$19,800,000
Fundraising	20%	\$ 4,950,000

## Timelines

Actual dates for the various timeline milestones cannot be determined at this time as there are critical factors yet to be determined, i.e. what grant funding is available and what critical factors need to be determined to give the go ahead for construction. Provided below are various milestones with an estimate of the time required to complete each stage, where applicable, so that Council will have a better idea of the time it would take to reach final project completion. Council will be updated through a Council report as each milestone is achieved and Administration begins working on the next one.

- May 23, 2017 Report to Council – Proposed Next Steps
- ??, 2017 Determine Project Working Team
- ??, 2017 Determine Tendering & Construction Process
- ??, 2017 Finalize capital grant allocations or determination there are none available
- ??, 2017 Preferred Fund Raising Program
- ??, 2017 Development of Financial Plan for Capital Costs (1 month)
- ??, ???? Council authorization to proceed
- ??, ???? Donation fundraising process (36 months)
- ??, ???? Design process (6 months)

- ??, ????
  - ??, ????
  - ??, ????
  - ??, ????
- Tender call (1 month)  
Contract Award  
Construction (12 to 16 months)  
Target Completion and Opening

## **CONSULTATIONS**

CAO  
Financial Services  
Colliers Project Leaders

## **FINANCIAL IMPLICATIONS**

Sportsplex Plan financial considerations related to costs for constructing the Sportsplex, additional costs as a result of the project taking place and potential funding options have been included in the preceding COMMENTS section.

In this section Administration has taken a look at the funding alternatives for Options 1 to 3 and determined the taxation impact of the various ongoing net expenditures.

### **Assumptions**

1. Donation targets are attained prior to the end of the construction phase, including naming rights.  
*Risk of not meeting this assumption increases as we go from Option 1 to Option 3.*
2. Hebert Field relocation and project management costs are to be financed as part of the Sportsplex project.  
*Estimates of \$500,000 and \$250,000 have been included. Some risk as these are preliminary high level estimates.*
3. There are no reserve funds available to offset total project costs.  
*Conservative assumption pending further review of reserve balances and other project priorities.*
4. Borrowing is done over a 25 year period with interest rates based on current Infrastructure Ontario lending rates for amortization debentures.  
*There is some risk that interest rates (current 25 year rate is 3.25%) may go up.*
5. The amount to be borrowed is based on total project costs less grant and donation revenues. This assumption is made even though the Sportsplex Plan analysis estimated that Operations could finance up to \$1M of debt. Administration is concerned that the results experienced by other sports facilities in the area are not likely to support this estimate and that the prudent position for planning purposes is to assume that Operations will break even.  
*There is some risk that actual construction costs could be higher than estimated since cost is subject to what is included in the project, inflation and competition.*  
*There is a high level of risk in attaining fundraising targets; if no grants are forthcoming the fundraising target is just about \$5M.*
6. Sportsplex operating expenditures will be offset by operating revenues.  
*Experience in other municipalities indicates there is a high level of risk that the facility could operate at a deficit. Each \$100,000 of deficit adds another 0.47% to the tax rate.*
7. Impact on taxation is based on the 2017 budget taxation revenue of \$21,400,000. A 1% increase generates \$214,000.



## Taxation Impacts

The Sportsplex project will impact taxation in the following ways 1) Debt payments 2) Lifecycle Replacement and 3) Operating Deficits. The table below summarizes the detailed calculations included in Attachment 2.

	Option #1	Option #2	Option #3
<b>DEBT</b>			
Debt Financing	6,600,000	9,900,000	19,800,000
Annual Payment	387,600	581,400	1,163,000
Total Payment	9,690,000	14,535,000	29,075,000
Interest Paid	3,090,000	4,635,000	9,275,000
<b>Impact on Tax Rate</b>	<b>1.81%</b>	<b>2.72%</b>	<b>5.43%</b>
<b>LIFECYCLE REPLACEMENT</b>			
Capital Cost	24,000,000	24,000,000	24,000,000
Annual Allocation (50 years)	480,000	480,000	480,000
<b>Impact on Tax Rate</b>	<b>2.24%</b>	<b>2.24%</b>	<b>2.24%</b>
<b>OPERATIONS</b>			
Operating Deficit	-	-	-
<b>Impact on Tax Rate</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
<b>DEBT, LIFECYCLE REPLACEMENT and OPERATIONS</b>			
<b>Total Impact on Tax Rate</b>	<b>4.05%</b>	<b>4.96%</b>	<b>7.67%</b>

These estimates will continue to be fine-tuned as additional estimates are developed and commitments are obtained from user groups.

## 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:

---

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

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1. Multi-Use Sportsplex Feasibility Study & Business Plan  
                          2. Sportsplex – Taxation Impacts – May 12, 2017

PA



## MULTI-USE SPORTSPLEX FEASIBILITY STUDY and BUSINESS PLAN

June 6, 2016

700070-0007 (1.0)



## **ACKNOWLEDGEMENTS**

### **Client:**

Town of Tecumseh  
Tony Haddad, Chief Administrative Officer  
Paul Anthony, Director, Parks & Recreation Services

### **Project Team**

#### **Colliers Development Solutions Inc.**

John Alley, Director  
Les Camm, Senior Project Manager

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Colliers Development Solutions Inc.  
3027 Harvester Road  
Burlington, ON L7N 3G7

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# 1.0 INTRODUCTION

## 1.1 OBJECTIVES

This report fulfills the engagement of Colliers Development Solutions Inc. (Colliers, formerly MHPM Development Solutions) for the Multi-Use Sportsplex Feasibility Study and Business Case. The objectives of this study were to:

- Determine the need for, and feasibility of, a multi-use Sportsplex
- Determine what recreation and wellness facility components should be included;
- Assess the potential partnerships with other organizations;
- Assess the business case for development of a Multi-use Sportsplex;
- Define an operating plan for the major components of the facility, including part time staffing for programming and maintenance in conjunction with operations of the existing arena.
- Provide a financial plan including revenue and operating cost estimates and proposed fees.
- Provide a marketing strategy and plan for entry of the facility, integration with marketing of other Town facilities, and marketing of other events.
- Provide an implementation plan suitable for securing public and private sector financing

## 1.2 METHODOLOGY

The methodology for this study included the following major components:

- Interviews with identified sport organizations and potential partners;
- A public open house including presentation of potential components and a survey of use and preferences for future facilities;
- A review of the local supply of similar facilities;
- An analysis of the space requirements for potential uses, options for the spaces to be included and the capabilities that would provide;
- Research and development of a strategic partnership plan;
- Development of conceptual design options to assess the capacity of the site;
- Development of order of magnitude cost and schedule estimates based on the preferred design option;
- Development of a business plan including:
  - An operating plan showing projected operating hours, and estimated staff requirements considering integrated operations with the existing arena;
  - A marketing plan to define the steps necessary to achieve the projected revenues;
  - A financial plan showing proposed fees, operating revenues, projected operating costs, one-time grant/sponsorship/fundraising opportunities, and funding required from the Town – whether supported by operations or funded from other Town sources;
  - An implementation plan identifying the required next steps for implementation.

## 1.3 OVERVIEW

There is strong demand for a Multi-use Sportsplex attached to the Tecumseh Arena. In particular, there are no available indoor playing surfaces in the region larger than 110' x 230', which limits the ability to

have indoor baseball infield practices or full sized soccer games. There are also insufficient turf facilities with several sports organizations indicating that they cannot rent all the time they seek to obtain.

This Multi-use Sportsplex appears to be viable in one of two options:

- Option 1: Town Funded Development – in which the Town funds \$15.9M of the development cost of which \$12.5M is from tax supported debt, \$3.5M from debt funded by operations and the balance of the project cost is from sale of naming rights and fundraising.
- Option 2: Grant Supported Development – in which the Town receives 50% of the project cost from senior governments, reducing the Town's contribution to \$7.1M of which about half is funded from operations and half is tax supported.

The options are summarized in Table 1.2.1 below.

Table 1.2.1 – Summary of Funding Required for Options		
	Option 1	Option 2
Grant funding from other levels of government	-	\$8.82M
Debt funded from operations	\$3.48M	\$3.48M
Naming rights and fundraising	\$1.70M	\$1.70M
Contribution from other Town sources	\$12.45M	\$3.64M
Total Project Funding	\$17.63M	\$17.63M

This study included a sensitivity analysis to determine the potential risk of investment in a Multi-Use Sportsplex. There is significant uncertainty in the potential revenue and thus is it possible that the debt funded by operations could be as little as \$1M and as much as \$7.8M with a corresponding effect on the requirement for tax supported debt.

If the proposed Multi-use Sportsplex is acceptable in principle, the following next steps are recommended to progressively refine the business case and project definition.

Table 1.2.2 – Summary of Next Steps
Confirm the revenue potential
Conduct a geotechnical analysis
Prepare a survey of site and servicing conditions
Determine construction deliver approach (DBB vs DB)

## CONFIRM REVENUE POTENTIAL

This study will include the next round of discussions with groups interviewed (including sports groups and L'Essor) for this report to establish the potential range of hours that would be used for the proposed fee structure. It should also extend the consultations to other potential user groups, some identified in this report, and others that may be identified, to determine interest. With this information, the Town should be able to develop a pro-forma rental schedule and determine the range of potential rental revenue with greater certainty. Further, the Town should explore its potential to launch new programs using the spaces available in the Multi-use Sportsplex.



## GEOTECHNICAL ANALYSIS

The designer and contractor will require an understanding of the sub-surface soil conditions in order to develop a design for the facility. This investigation will drill boreholes to extract core samples of the soil in several sample locations in the area of the proposed building to determine potential soil conditions and bearing capacity.

## SURVEYS

The designer and contractor will also require a survey to ensure that the design fits on the site and matches site grades in an appropriate way. The survey should identify lot boundaries, building footprints, grades and drainage patterns, as well as any overhead or underground utilities. This information will give greater certainty for site servicing costs.

## CONSTRUCTION DELIVERY APPROACH

In the past the Town has constructed projects in a conventional approach, referred to as **Design-Bid-Build** where the Town hires an architect to **Design** the facility, tenders the design and receives **Bids**, and then hires a general contractor **Build** the facility. This approach is effective but may not result in the most economical construction, may take longer, does not define the price until after bids are received, at which point it is expensive to re-design the project if it is over-budget. An alternative approach, referred to as **Design-Build**, has been used with success on many recreation projects. It entails developing an Owner's Statement of Requirements and acquiring an architect/contractor team to design and construct the project. The Town should analyze the strengths and weaknesses of each approach to determine which delivery model will be most effective in this case.

## 2.0 FEASIBILITY STUDY

### 2.1 NEEDS ASSESSMENT – SPORT GROUPS

Colliers assessed the probable demand through a set of interviews with sports groups in the Tecumseh area. We found that there is a demand for indoor field space that is not met by current facilities in the area with respect to the kind of facilities, the availability of time in the facilities and the cost of facilities.

Table 2.1.1 – Sports Groups Consulted			
Group Name	# Members	Demand	Timing
McAuliffe Park Recreational Women's Softball League McAuliffe Park Sports	900	None	N/A
PowerTech	N/A	Moderate	Off-Peak
St. Mary's Park Recreation Committee	600	None	N/A
Tecumseh Minor Baseball Association	400	Moderate	Peak
Tecumseh Shoreline Minor Hockey Association	800	Low	Peak
Tecumseh Soccer Club	1,200	High	Peak
Tecumseh Thunder Baseball Club	102	Moderate	Peak / Shoulder
Windsor Ladies Expos Fastball	80	Low	Peak

The highest level of demand comes from the Tecumseh Soccer Club which identified that it cannot obtain the amount of indoor time necessary to meet its demands, and forecasts a demand for a turf field for most of the potentially available peak time (6 – 9pm on weeknights and all day Saturday, with possible adult leagues in the evening).

Demand from baseball clubs (Tecumseh Minor Baseball Association and Tecumseh Thunder Baseball Club) is for the type of space rather than the quantity. For baseball a field that is at least 120 ft. wide is required to run an indoor infield practices. There are no local facilities that provide this kind of space.

PowerTech is an existing partner organization at the Tecumseh arena and expressed interest in additional facilities to extend its elite training capabilities.

### 2.2 NEEDS ASSESSMENT – PUBLIC INPUT

A public open house session was held at the Tecumseh Arena on January 27, 2016 to present the concept of the Multi-Use Sportsplex and obtain feedback. The open house session was publicized in print and on the radio. Turnout was strong with a steady stream of visitors throughout the open house hours of 5:30 – 8 pm.

All people attending were invited to complete a short survey to capture demographic information, past use of similar facilities, priorities for this facility and preferred approach to funding the facility. The survey responses are summarized here:

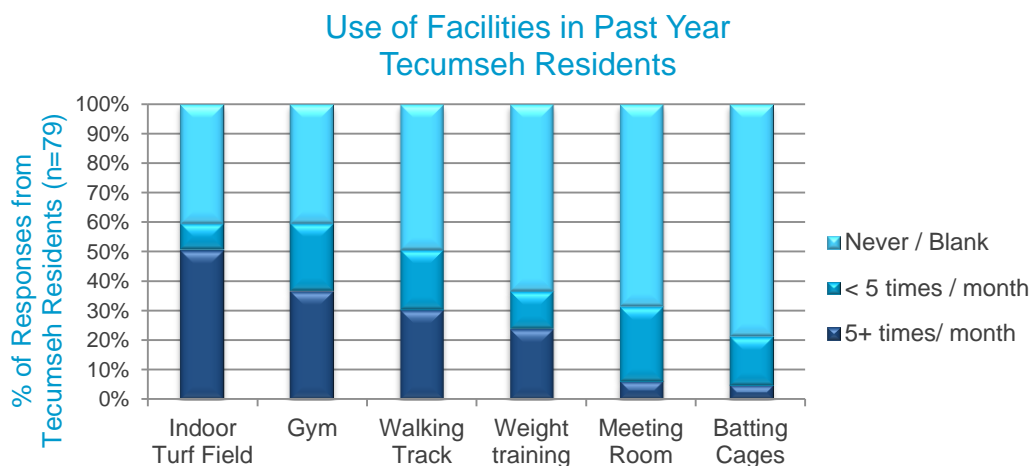
## RESPONDENT DEMOGRAPHICS

The following demographic summary confirms that people that attended the open house were representative of the target population, although it would have been desirable to get a greater turnout from seniors.

Question	Option	% Response
Residence	Tecumseh	68%
	Lakeshore	22%
	Other	10%
Age of respondent	Under 25	13%
	25 – 40	14%
	40 – 64	66%
	65+	8%
Family size	1	12%
	2	16%
	3	25%
	4	24%
	5+	20%

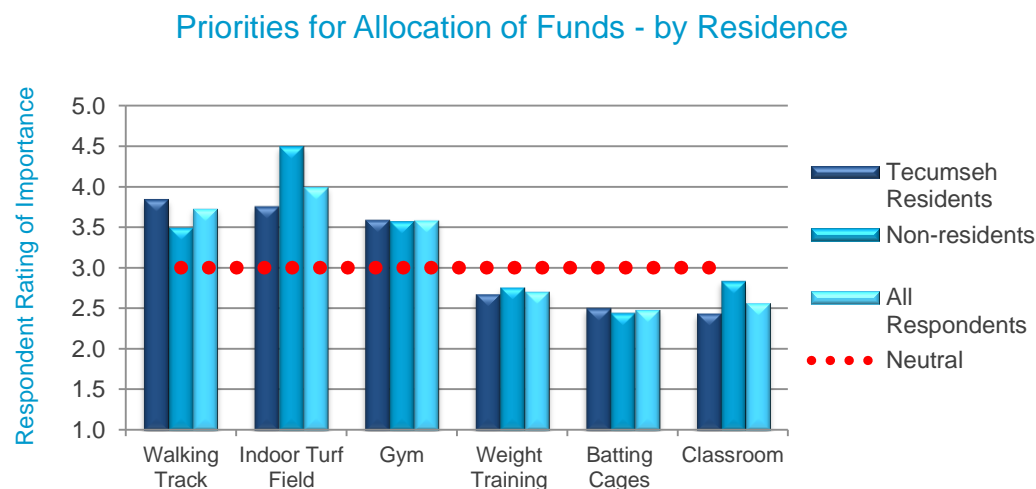
## RESPONDENT USE OF SIMILAR FACILITIES

Of the respondents residing in Tecumseh, more than half have used an indoor turf field, a gymnasium or a walking track in the past year, with heavy use of indoor turf fields (50% 5 times a month or more) and a gymnasium (35% - 5 times a month or more).



## PRIORITIES FOR ALLOCATION OF FUNDS

In response to our question about where they would put priorities for allocation of funds we were surprised by the differences between Tecumseh residents and other.



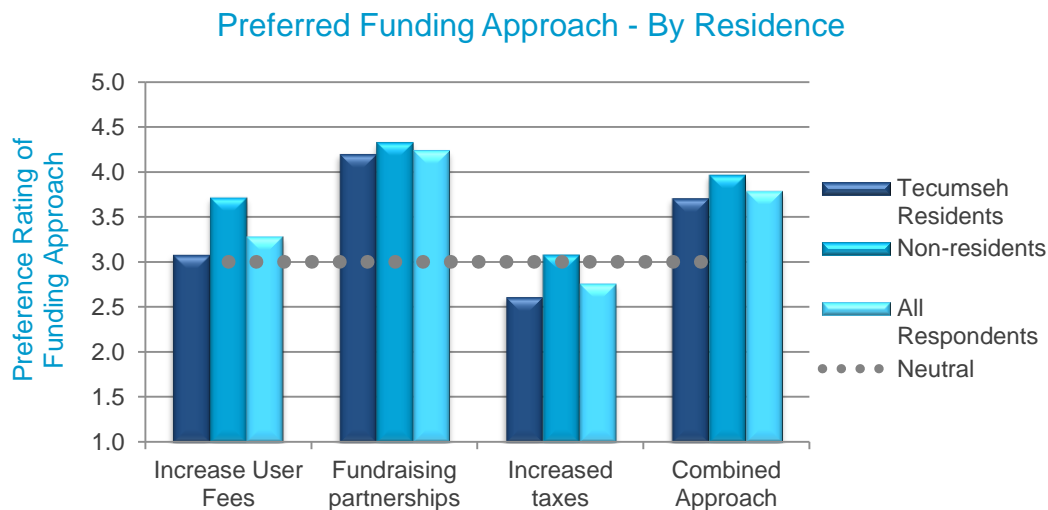
Key insights from this include:

- Tecumseh residents put a higher priority on a walking track than non-residents, and give this feature a marginally higher priority than any other feature. It is noteworthy that the importance of the walking track is much higher than the history of use in the past year. This identifies the potential for respondents to increase their activity level if the facility existed.
- Tecumseh residents identify a multi-sport artificial turf field as a high priority. Interestingly, non-residents give it a higher priority which indicates that there is likely to be significant demand for the facility by residents of surrounding municipalities.
- The provision of a gymnasium was rated as one of the more important features of a new multi-sport facility. This was supported by comments that sought the use of the gym for activities such as basketball, volleyball and pickleball.
- Residents and non-residents both put relatively low priority on batting cages, pitching lanes and a weight room. This appears to indicate that interest in the recreational sports opportunities is stronger than interest in facilities for specialized and elite sports.

## PREFERRED FUNDING APPROACH

When asked to evaluate their preferred approach to funding a new facility there was an overwhelming desire to maximize the potential benefits of fundraising partnerships. A number of individuals commented that they wanted to see the facility actively used at all times of day and they saw partnerships as a way of achieving that. Tecumseh residents were less willing to accept increased user fees than non-residents which suggests that a differential user fee may be tolerated. Not surprisingly, residents were less willing to pay for the facility through property taxes than non-residents. However, the degree of opposition to increased taxes was weaker than has been seen in other municipalities for similar projects.

The reality is that partnerships are likely to fund only part of the cost of the facility and thus some combination of funding approaches will be required.



## 2.3 NEEDS ASSESSMENT – SUPPLY

The business case for a new facility depends on whether other operators in the private or non-profit sectors are able to provide similar facilities. The facilities listed in table 2.1.3 were identified as having the potential to meet demand because they are used to some degree by the sports organizations that were interviewed. The sports groups interviewed indicated that they were unable to access as much time as they would like at any of the facilities during the winter season. A sample call to the Dominion Golf Dome in February indicated that new bookings before 10pm on Mondays or before 11pm on other weeknights were not available.

Table 2.1.3.1 – Existing Local Indoor Facilities				
Project Value	Size	Type	Amenities	Rental rate
L'Essor High School	6,000sf (tbc)	Gym	Batting cage, nets	
Riverside Minor Baseball Association		Gym	East – 2 batting cages West – gym	\$75/hour
Top Player Athletic Training Facility		Gym	1 batting cage (poor condition) 1 pitching lane (too short) Infield workout area	\$10/person drop-in
Dominion (Golf) Dome	110' x 230'	Turf	Golf dome	\$160/h
Libro Credit Union Complex, Amherstburg.	85' x 200'	Turf	Indoor soccer field (netting against track limits hitting)	\$127.84 after 6pm \$117.34/h before 6pm
Central Park Athletics	80' x 220'	Turf	6 batting cages	\$111.60/h
Novelletto Rosati Complex	100' x 205'	Turf	Soccer field, 50' x 100' gym	\$160/h

Based on this analysis, and the demands of local sports groups, there appears to be insufficient local supply of indoor field space to meet either the peak or shoulder demands. Perhaps equally important, the facilities available are not ideally suited to the needs of some local sports groups.

## 2.4 NEEDS ASSESSMENT – SPACE REQUIREMENTS

Based on the requirements of sports groups, preference of the public and competing facilities, the following represents a summary of the minimal and desired program of facilities, followed by detailed discussion of the requirements.

Table 2.1.4.1 – Space Requirements				
Space	Option 1 – Basic Requirement		Option 2 – Ideal Solution	
	Dimensions	Area SF	Dimensions	Area SF
Multi-Sport Turf field – playing surface	150' x 300'		210' x 330'	
Multi-Sport turf field – including play-out area	170' x 320'	54,400	230' x 360'	82,800
Gymnasium	58' x 86'	4,472	62' x 110'	6,820
Walking track over soccer area	+/- 275m		+/- 330m	
Walking track over soccer and gym area	+/- 330m		+/- 400m	
Weight area	20' x 30'	600	30'x30'	900
Pitching lanes	2@ 12 x 75	1,800	3@ 12 x 75	2,700
Batting cages	2@ 12 x 55	1,320	3@ 12 x 75	2,700
Divisible seminar/training room (divides into 3)	30 x 60	1,800		1,800
Large seminar/training rooms	4 @ 25x35	3,500		3,500
L'Essor Soccer Academy	2 @ 25 x 35	1,750		1,750
Partner offices		1,000		1,000
Change rooms	2 @ 20 x 30	1,200	4 @ 20 x 30	2,400
City storage (accessed from outdoors)	25 x 25	625		625
Washrooms accessible to skate park / Town square (assume	2 @ 8 x 8	130	3 @ 8 x 8	200

### MULTI-SPORT TURF FIELD

Considered the core function of the proposed facility, the turf field can be used for a wide variety of outdoor field sports including: soccer, baseball, football, golf, ultimate, rugby, field-hockey, etc. Most of these sports are prepared to play indoors with modified rules to accommodate the space available. Modifications to the game may include dead-ball rules when a ball hits the structure and reduced numbers of players on the field to avoid over-crowding. Other adaptations include running a partial game – such as a baseball infield drill. The table below shows the key dimensions for the major field sports and identifies which can be accommodated in each of the Options. While Option 1 does not accommodate the full field of play for many sports, a modified version of almost all sports could be accommodated. Option 2 accommodates a greater range of activities and will accommodate more participants in each time slot.

Table 2.1.4.2 – Turf Field Activity Requirements				
Sport	Dimensions	Accommodated in		Comments
		Option 1	Option 2	
Soccer – FIFA minimum Standard	150' x 300'	✓	✓	1 – 11v11, 3 – 7v7, 4 – 4v4 (U6), 7 – 4v4 (U4-5)
Soccer – FIFA International standard	210' x 330'	✗	✓	
Baseball – infield practice – 90' base path	150' x 150'	✓	✓	Two concurrent
Softball – infield practice – 60' base path		✓	✓	Two concurrent
Football (CFL – not including end zones)	195' x 330'	✗	✓	Excludes end zones
Rugby	230' x 328'	✗	Modified	Excludes end zones
Lacrosse	180' x 330'	✗	✓	
Ultimate – USA Ultimate	160' x 360'	✗	✓	Includes end zones
Ultimate – American Ultimate Disk League	120' x 360'	✗	✓	Includes end zones

## GYMNASIUM

There is a demand for a gymnasium from a number of interests that appears to justify a double gym. The sports groups saw value in having gym space to supplement their training programs for general fitness and for alternative sport variation. There was also interest among the seniors present at the open house for space for pickleball, and by others for space for badminton and volleyball. The L'Essor academy and private academies would make use of the gym as part of their training regime. While public school gyms could meet these needs and the rental cost is low, there is a significant custodial operating cost that is borne by users. Further, there is significant value in having the gym as a complement to the ice and turf uses. Finally, currently available school gyms are not well-suited to leagues like pickleball because they do not allow for sufficient spacing of courts.

Table 2.1.4.3 – Gym Sports Activity Requirements				
Sport	Dimensions	Accommodated in		Comments
		Option 1 58' x 86'	Option 2 62' x 110'	
Junior Basketball	42' x 74'	✓	✓	
Professional Basketball	50' x 94'	✗	✓	
Volleyball (net is 36' long)	30' x 60'	✓	✓	If gym is increased to 74' wide, it could accommodate 2 courts – adds 1,320 sq. ft.
Badminton (net is 20' long)	20' x 44'	✓(3)	✓(4)	
Pickleball (net is 22' long)	20' x 44'	✓(3)	✓(4)	

## WALKING TRACK

Because the walking track is integrated with the balance of the facility, the scope of the walking track will depend on the size of the rest of the facility. Ideally the track will have a length that is a multiple of 1,000m and thus care will be needed in the integration. Option 2 appears to have better potential in this regard, aiming for a 333m lap length or 3 laps per km. The corner radius that can be accommodated is another

key dimensional element of the track because this defines the potential running speed. The greater the radius, the greater the range of possible uses for the track.

## PROGRAM SPACES

The Town has indicated an interest in providing additional recreational programming. Many other municipalities have constructed multi-purpose program rooms, similar to a classroom, that can be used for a wide variety of recreation programs. These spaces are also generally made available for rental to groups. A few sports groups indicated that they would make some use of programming spaces for blackboard strategy sessions and video review. This type of space would also suit the needs of L'Essor Academy programs and other potential private schools as a complement to the athletic offering.

## SPECIALIZED SPORT TRAINING SPACES

Several sports organizations identified a requirement for sport-specific and general conditioning training. The baseball organizations seek pitching lanes and batting cages. These facilities can be incorporated into the open turf area. Batting cages are available as drop-down nets that can be deployed for specific practices. Pitching lanes are available as drop-down nets or as nets that can extend from a wall. In both cases, the sport-specific facilities can be deployed as needed and would not interfere with other uses of the facility.

For baseball and other sports, there is interest in a walking/running track to be used for cardiovascular training. It will be important to ensure that the corner radius is large enough to achieve sufficiently fast lap times. All sports organizations also indicated an interest in having basic weight training with a focus on free-weights and no interest in exercise machines.

## 2.5 STRATEGIC PARTNERSHIP PLAN

### 2.5.1 Partners

Based on interviews with stakeholders and potential partners and based on industry trends observed at similar facilities in the region, there appear to be a number of potential partners that could be engaged in several different ways. For the purpose of this analysis, we identify three categories of partners: capital partners that can contribute capital funding in return for access to space, partners that can commit to long-term use of the facility during non-peak times, and sponsorship/naming rights partners.

The identities of some potential partners cannot be included in this report to protect the privacy of business strategies. Similarly, the amounts of potential individual contributions are also not specifically identified, although we present a range of potential contributions. We note that at this early stage there is uncertainty in partner capital funding and thus, while the preliminary design has included elements that would be used by capital partners, these elements have been designed so that they could be removed if funding does not materialize. The finalization of the scope of the project will proceed in an incremental manner with negotiations with potential partners.



Table 2.2.1 – Potential Partners			
Potential Partner	Partner Type	Time of Use	Identified Scope
Tecumseh Soccer Club	Capital	Peak	Increased size of indoor field
PowerTech	Capital / Long-Term User	Peak/Off Peak	Increase size of weight room. Space for skating treadmill
Private sport school	Capital / Long-Term User	Off-Peak	Use of field and gym and additional meeting/seminar rooms, could be sole use based on capital contribution or lease.
L'Essor Academy	Long-Term User	Off-Peak	Use of field and gym and additional meeting/seminar rooms
Private Coaches	Long-Term User	Off-Peak	Use of specific facilities for one-on-one coaching, such as batting cages, pitching lanes, conditioning.
Corporations	Naming Rights	None	Signage typically by sponsor

## TECUMSEH SOCCER CLUB

The Tecumseh Soccer Club has a strong and growing membership and appears to have the ability to make use of a significant amount of the indoor facility capacity during peak demand periods. In other municipalities, soccer organizations have sought to provide for their own facilities, sometimes with municipal support through the provision of land for the facility and sometimes through financial contributions.

For example, Guelph Soccer entered into an agreement with the City which provided land and contributed to the cost of grading the field. Guelph Soccer constructed the dome and installed the turf. The exact deal was complicated but it appears that Guelph Soccer may have contributed about \$1M in cash and a holding entity carried a loan of \$900k from the City. The deal has been problematic because expectations for summer rentals of an un-airconditioned facility were excessively optimistic. Considering that Guelph Soccer is about three times the size of the Tecumseh Soccer Club, a contribution of between \$250k and \$500k might be achievable.

## POWERTECH

PowerTech currently leases space at the arena for advanced hockey training. They rent the rink for some sessions and have a sole-use space used for weight and strength training, skills development (a shooting cage) and technique/conditioning (a skating treadmill). Having this private sector operation in the Arena facility provides a valued complement to the sports development objectives of the City. It allows athletes access to additional development opportunities in the same location as their regular team practices. This facility also gives opportunities for local youth to meet, and be inspired by, the professional athletes attracted to PowerTech.

PowerTech has indicated that it seeks a facility to accommodate the skating treadmill in a purpose-built room. Such a room would need to be about 25' x 25' or 625 sq. ft. The contribution of capital or a lease that would allow the Town to cover capital costs would be expected.

## PRIVATE SPORTS SCHOOL

In the area surrounding Tecumseh, there are several private schools that provide a small class experience coupled with a strong athletic development focus. Some operate only at a high school level but others operate at the elementary and middle-school levels.

Such private sports schools have great potential as partners for a Town-operated Multi-use Sportsplex. These schools would typically require access to an ice surface and indoor field to support the athletic component of their curriculum. It would be cost prohibitive for a small school to construct private facilities that would stand idle on evenings and weekends. The daytime demand for facilities is complementary to the Town's needs, which peak in early evening and on weekends. To make a Multi-use Sportsplex more effective for these potential partners, one or more program rooms could be provided that would serve as school classrooms during the day and for recreation programs or community meetings in the evening.

As with PowerTech, an arrangement for sole use of the space would require that the incremental capital cost and operating costs are covered through a combination of capital contribution and lease revenue. For shared-use spaces such as a program room that is used as a classroom during the day, a rental fee could be arranged. Similarly, a discounted rental rate for the field would add important revenue at a time when the field would be otherwise under-used.

For the purpose of this analysis, we have assumed a grade 1 – 12 private school with 10 students per grade for grades 1 – 8 (four split classes) and 20 students per grade for grades 9 – 12. We have assumed that half of the classes and a small office/staff lounge would be sole use and the other spaces would be available for programs after school hours. Such an arrangement would require about 3,500 sq. ft. sole use space and would require a contribution of \$600,000 - \$800,000 or an equivalent lease.

## L'ESSOR ACADEMY

L'Essor currently operates a successful hockey academy that uses the one rink and a program room for classroom sessions on weekday mornings. L'Essor has expressed interest in running a similar program focused on soccer. From preliminary discussions, it appears that the expected demand could be double the demand for the hockey program, with two classes on the field at any time and two classes in a classroom. We understand that L'Essor would not be expected to contribute capital but could develop an mutually beneficial long-term program at the facility. The financial contribution of L'Essor is expected to be proportionate to the existing approach for hockey.

## PRIVATE COACHES

In the course of several interviews, it was noted that there are a number of coaches that offer one-on-one sessions with athletes aspiring to improve or even to prepare for elite level of play. This type of coaching requires a facility in the same way that PowerTech operates. We understand there is significant demand for access to batting cages and pitching lanes with potential for use of other facilities for general conditioning and specific strength and agility training. These private coaches are not expected to contribute capital, but could represent a significant on-going demand for the facility.

## NAMING RIGHTS

It is now common for municipalities to obtain additional revenue by selling the naming rights to recreational facilities. Depending on the scale of the facility, the strength of local sponsors and the time

period for naming rights, municipalities have achieved contributions in the range of \$250k to \$750k for naming rights to facilities of this scale. The Town could expect to raise \$400k - \$500k for naming rights.

## DONORS / FUNDRAISING

Community fundraising programs are often used as a way to finance recreational facilities without affecting the tax base. The success of fundraising programs depends on the ability to get well-connected local supporters engaged as campaign chairs or directors. These supporters may come from the sports community. The most effective supporters often come from the private sector in the form of business leaders who may make sizeable donations and have the ability to use their own networks to raise additional funds. With a well-organized fundraising strategy and campaign, the Town of Tecumseh could expect to raise between \$500k and \$2M.

### 2.5.2 Partnership Planning

As noted above, the development of partnerships is an iterative process that continues beyond including the input received in this feasibility study and business case. On Town approval of the business case, this study can be used in different ways to advance negotiations with different types of partners.

Table 2.2.2 – Partner Strategies		
Type of Partner	Contribution (\$M)	Identified Scope
Capital Partners	0.5 – 1.0	Pre-approval commitment to capital contribution or present value of lease
Long Term Users		Present value of pre-approval expression of interest to pay rent
Naming Rights	0.4 - 0.5	Post-approval capital contribution
Donors/Fundraising	0.5 – 2	Post-approval contribution to additional scope
	\$1.4M - \$3.5M	

## CAPITAL PARTNERS

For potential capital partners, the process to formalize the relationship would proceed in parallel with the facility design process which proceeds through Schematic Design, Design Development and Construction Document Preparation, and then construction. The agreements would typically proceed in the following stages:

- The facility concepts described in this study would be used in discussion with potential partners to allow them to visualize how their objectives can be achieved in the facility;
- The potential partners would develop their own business plans aligned with this vision;
- The potential partner would enter into a Memorandum of Understanding to document how the parties intend to work together to realize the facility, including preliminary terms such as the amount of space, whether it is sole-use space or shared-use space and either an order-of-magnitude identification of potential contribution or the parameters to define such a contribution;
- If the potential partner intends to debt-finance its capital contribution, its lenders may require some form of security over the assets. This could be in the form of a lease and would need to be negotiated between the Town, the potential partner, and the lender.
- Based on this documentation, Town Council would give approval to include the potential partner in the Schematic Design process.

- During the development of the schematic design the Town and its potential partners would negotiate the final terms of the agreement.
- At the time schematic design is completed, the potential partner and Town would execute a formal agreement, which would include provisions for the normal adjustments that occur during the development of the design.
- The partner would participate in Design Development review and sign-off.
- Involvement in the project is limited during the development of Construction Documents and construction leading up to move-in.

It is essential to have agreements in place before the design progresses beyond Schematic Design because it becomes progressively more expensive for the Town to adapt to changes or to remove the customizations for the partner after Schematic Design.

## LONG TERM USERS

The arrangements with potential long term users are generally less formalized than for capital partners, but also occur in the earliest stages of the project. Using this report and the facility concepts presented here, the Town should negotiate with these users to define expectations for times of use and fees. This negotiation may take several iterations as each party applies the use and fees to formalize its business model. Each party will need to obtain formal internal approval of the parameters for the business cases prior to entering into a memorandum of understanding or commitment letter.

After approval by each party, the next stage is for the Town to develop a detailed project plan on the basis of which the long term user will start to develop and promote its program. For example, L'Esson needs to have a firm opening date before it can advertise to attract students and plan to hire teachers and coaches necessary to run a soccer academy. If the planned date is missed the soccer academy program would suffer significant harm that may hamper its ability to grow. On the other hand, a plan that has completion a long time before the start of term would leave the Town without revenue for a considerable part of the first year.

## NAMING RIGHTS

The pursuit of a sponsor for naming rights cannot begin until after approval of the project by the Town, and will benefit significantly by having promotional images of the design that are typically only available after the completion of Schematic Design. It is not unusual for the pursuit to take several years and thus facilities are often not named until after they have been completed and opened. Where the pursuit can be advanced, the naming sponsor derives significant additional one-time exposure from being associated with the facility when it first opens. The Town should develop a structured fundraising program to maximize the value achieved.

## COMMUNITY FUNDRAISING

There are several different strategies for developing community fundraising campaigns, each has its own advantages.

- Some communities expect grass-roots community fundraising to lead municipal commitment to a facility, with an expectation that the community will raise a portion of the cost before the facility is approved. If this approach has been used in the past and the value of the community contribution can be achieved in a year or two this can be effective. If the solution is farther in the future it is

hard to maintain interest and people will question what happens to the funds raised if the facility does not proceed. This approach is therefore most effective when the amount to be raised is small, such as for creation of a single baseball diamond. This approach can be effective at raising \$200k - \$500k.

- Other communities take a municipal-led approach to fundraising, engaging fundraising expertise. The strategy of most professional fundraisers is to undertake a quiet campaign to attract a small number of lead donors, who will usually be targeted for about 80% of the total fundraising goal. When the quiet phase target has been reached, the approval is typically announced and the public phase begins, with announcement of the lead donors and a wide appeal for smaller donations to complete the fundraising. This approach is most commonly used because it is effective. This approach could be used to raise \$500k – \$2M, starting before approval
- Finally, other communities take an approach of seeking community fundraising after the project is approved. In some cases approval is contingent on an assumed fundraising goal with the City paying up front, borrowing from reserves, and seeking to recover a portion of the cost. This strategy is often less than effective because there is little motivation to contribute to a fundraising campaign for a facility that is already built. Where fundraising targets are not met, the municipality usually accepts some level of failure and covers the costs. This approach can be effective if the fundraising is tied to delivering added functionality that is not delivered in the approved program. In a facility like this, it might include fundraising for drop-down pitching lanes and batting cages, or for equipment for a free-weight area, or upgraded quality of turf. The ability to raise funds is related to the cost of additional scope elements and might be in the range of \$200k - \$500k.

If the Town has the time, a Town-led fundraising approach would be most effective. However, if the Town is interested in proceeding quickly, efforts should be directed to identifying additional scope that can be added based on fund-raising.

## 2.6 CONCEPTUAL DESIGN

See separate documents attached.



## 2.7 COST ESTIMATE AND SCHEDULE

### 2.7.1 Cost Estimate

The order of magnitude estimate of project costs includes the following:

Table 2.4.1 – Order of Magnitude Cost Estimate			
	Quantity	Unit cost	Extended cost
Pre-engineered building - all inclusive	84,240 sf	125	10,530,000
Concrete block building, priced as a school	20,500 sf	200	4,100,000
Parking and site works	40,000 sf	5	200,000
Ball field replacement			250,000
	104,740 sf	140	15,080,000
Furnishings, Fittings and Loose Equipment			250,000
Subtotal Project			15,330,000
Construction Contingency and Inflation Adjustment		5%	770,000
<b>Subtotal expected construction and FF&amp;E costs</b>			<b>16,100,000</b>
Architect		9%	1,449,000
Permit			0
Legal			30,000
Survey			30,000
Geotechnical			25,000
<b>Minimum Recommended Budget</b>		<b>\$168</b>	<b>\$17,634,000</b>
<b>Potential Costs and Sources of Funds</b>			
Project management services			
Additional scope of work			
Grant funding from other levels of government			
Naming rights and fundraising			

This estimate is based on the following assumptions:

- Costs of construction are at the low end of the range of probable costs;
- The costs of the pre-engineered building includes foundations, slab, playing surface, walking track, lighting, air conditioning and sprinklers and is estimated at \$125 - \$135/sf;
- The costs of the concrete block building is estimated at \$200 - \$260/sf which is the typical range of costs for a school – considered to be equivalent to the level of construction required here;
- Servicing can be brought in from St. Jacques Street or from the existing arena;
- Subgrade conditions are conventional;
- The construction contract is awarded in late 2017 (additional escalation would apply if the execution of the construction contract is delayed).

This cost estimate is an order of magnitude estimate and should be considered to be within +/- 25% of the likely ultimate projects cost. The uncertainty of the cost estimate arises because the scope of the project is defined at only a conceptual level and there are many uncertainties including:



- Geotechnical considerations such as soil bearing capacities;
- Servicing, including requirements for storm water management and drainage, water, sanitary, gas and electric services;
- Construction timing;
- Desired level of finishes;
- Changes in the facility program;
- Market conditions (such as the price of steel).

## 2.7.2 Benchmark Projects

To validate this order of magnitude estimate, it is useful to examine similar recent projects. The table below shows several benchmark projects:

Table 2.4.2 – Order of Magnitude Cost Estimate			
Project	Description	Cost	Cost/sf*
Lakeshore Multi-Use Recreational Facility (Phase 1)	3 pad arena, indoor walking track, gymnasium, library branch and community spaces - 170,000 sf - 2014	\$43.8M	\$267
Libro Credit Union Centre	twin pad, indoor regulation soccer field, track, meeting and banquet facilities – 165,000 sf - 2010	\$23.9M	\$164
Young's Sportsplex (Welland)	Indoor regulation soccer field, 4 tennis courts, offices and ancillary facilities – 127,700 sf - 2012	\$15.8M	\$134

\* Cost/sf has been escalated to project current equivalent cost in 2016.

Of these benchmark projects, the Young's Sportsplex facility is the most similar in type and is close to the expected project cost range of \$154 - \$185/sf.

## 2.7.3 Schedule

Assuming that this project is delivered using a Design-Build methodology, we expect a total project schedule of about 27 months with about 14 months of construction. There may be opportunities to advance the schedule through expedited Town procurement and decision processes. Depending on seasonality, it may also be possible to expedite the construction duration.

Delivery using a conventional Design-Bid-Build methodology is expected to add about six months to the project duration.

Table 2.4.3 – Preliminary Master Project Schedule		
Milestone	Task duration (months)	Cumulative Duration (months)
Retain project manager and bridging consultant	2	2
Complete Owner's Statement of Requirements (OSR) and prepare RFP	3	5
RFP Open period	2	7
Selection and contract award	1	8
Design development	2	10
Site Plan Approval	2	12
Construction	14	26
Move-in	1	27

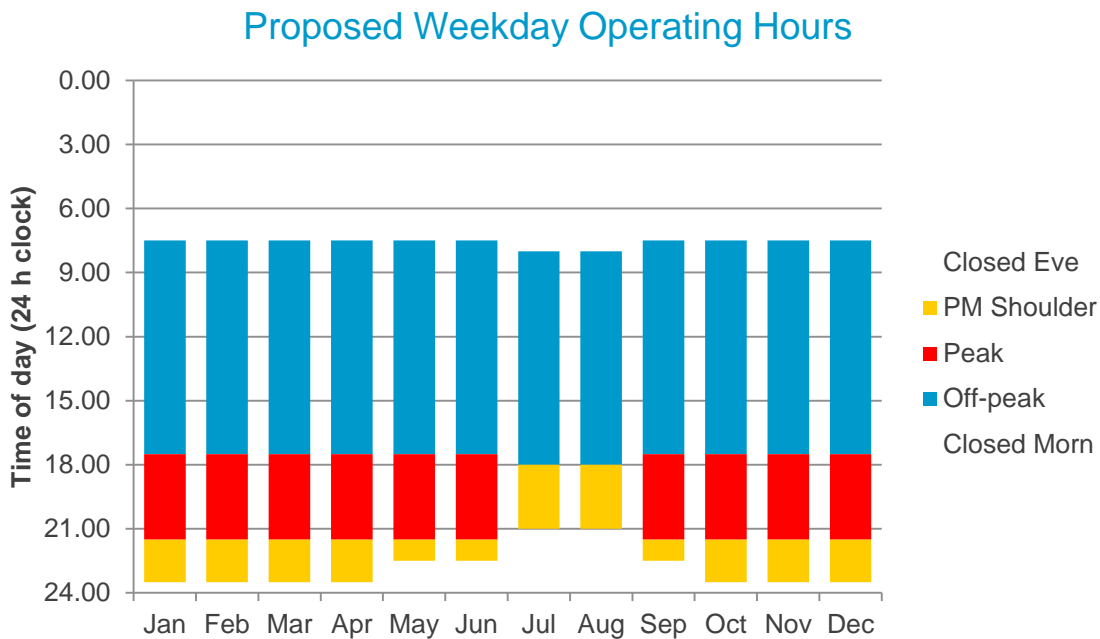
## 3.0 BUSINESS PLAN

### 3.1 OPERATING PLAN

#### 3.1.1 Operating Hours and Uses

##### WEEKDAY PROGRAMS

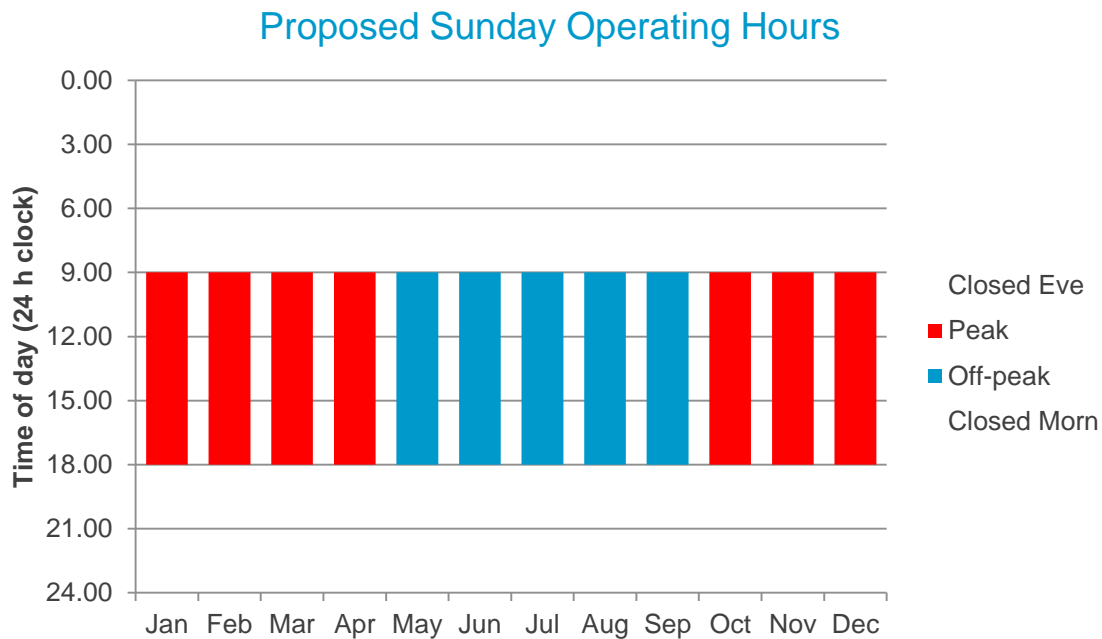
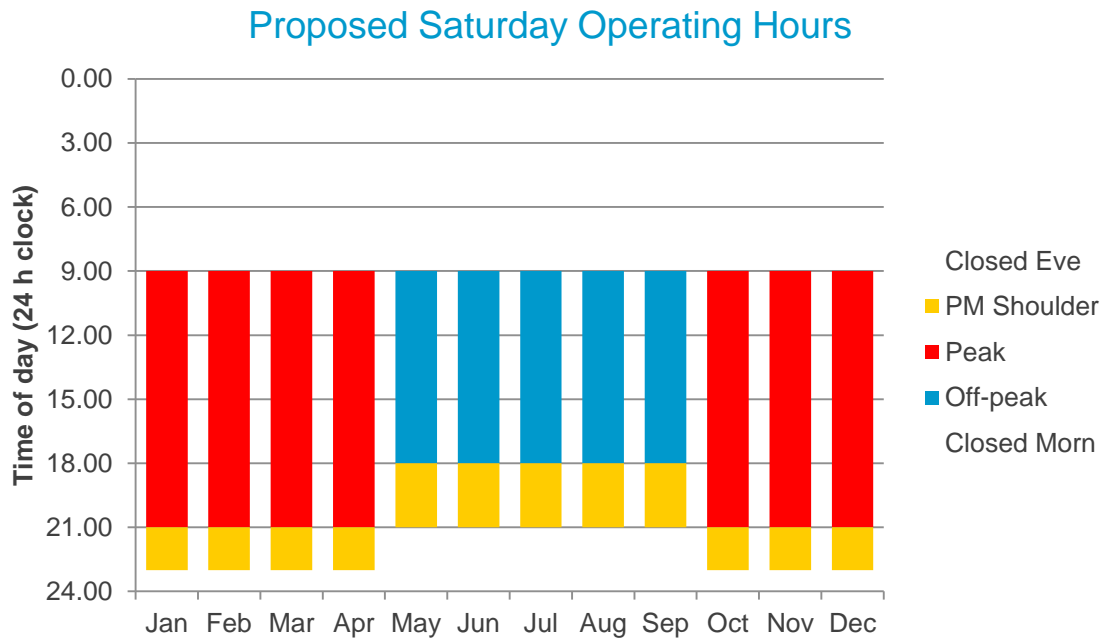
The proposed weekday hours of operation are as depicted in Figure 3.1 below:



These hours of operation are based on the following program of activities:

- September to June: L'Essor Soccer Academy and a private sports school using the facility for three hours each during the off-peak school day, from 7:30 am to 3:30 pm.
- September to June: the afternoon shoulder period between 3:30pm to 5:30pm will be a low-demand time but could be used by a Town after-school program
- September to June: the peak period between 5:30pm to 9:30pm will be used for children's athletic programs, divided between soccer and baseball, possibly with some adult recreation leagues if not needed for children's programs.
- The evening shoulder period from 9:30 to 11:30 will be used for adult or teen athletic programs.
- Summer (and non-school days): during off-peak periods we assume that the Town or a partner will operate day-camps from 8:00 am to 6:00 pm.
- Summer: the evening shoulder period from 6:00 to 9:00 will be used for additional practices or for children's soccer where the consistency of the turf and the air conditioning will make it easier for children to learn and more comfortable for parents to watch.

## WEEKEND OPERATIONS



The weekend hours of operation are based on Saturdays from 9:00 am to 11:00 pm during from October through April and from 9:00 am to 9:00 pm during the summer. On Sundays we assume operation from 9:00 am to 6:00 pm all year. The expected use of the space includes:

- October to April: mixed sports group league play and training. The Tecumseh Soccer Club has indicated it could use one full day and there appears to be enough other demand to fill the prime time, with opportunities for adult league play to use the balance.

- May to September: there will be less demand because it is outdoor season. Even so, there is expected to be sufficient demand in an air conditioned facility to attract users at an hourly fee that is similar to the fee for booking outdoor fields.

### 3.1.2 Operating Staff

#### SCHOOL YEAR

For the off-peak and afternoon shoulder periods, the setup is expected to be for soccer with little or no need for changes in setup, and with school or Town program management. This leads us to recommend no additional operating staff requirement. (Program staffing is addressed below).

For the peak and evening shoulder periods, there will be a variety of setups. It may be possible to book time to coordinate setups, but we have assumed that there will be a need for changes in setup and thus expect that one additional staff person will be required from 5:30 pm to 11:30pm (to 10:30pm from May through September).

#### SUMMER

During the summer, we expect that daytime use by day camps will require one operational staff to support the high number of users even if there are few changes in setup. For summer evening use, we expect that the variation in rental groups will justify one operational staff from 5:30 pm to 11:30 pm.

### 3.1.3 Program Staff

We have assumed that the Town would take advantage of the facility to offer recreation programs to the public. Such programs could include weekday after-school programs that could run from 4:00 pm to 5:30 pm, running a program similar to those run by schools, or perhaps to replace some school-run programs. Program could also include summer and school break camps as an extension of the existing summer camp programs.

In addition to these programs, we also see opportunities for senior-oriented programs that would use the facility during the day. This could include walking track programs which could be offered with little staff effort, paying a nominal fee on a drop-in basis. Senior-oriented programs could also programs like soccer or baseball programs on the turf or pickleball in the gym. These programs could be facilitated (in which case the course fees would need to cover the cost of the facilitator) or could be self-run without a facilitator.

For all these programs, we expect that the program fees would cover the cost of staff and make no material contribution to the facility costs and thus would have no net effect on the operating cost.

## 3.2 MARKETING PLAN

In marketing a facility to maximize revenue potential and use, we consider product, place, and promotion and look at initiatives to be executed before opening and after. These concepts are considered in this section.

### 3.2.1 Product

The marketing of the Multi-Use Sportsplex should consider both the primary market for athletic facilities, and the secondary market for users seeking the large spaces that are available.

## PRIMARY MARKET

The focus of the needs assessment was on identifying the primary market for athletic uses that should be accommodated. The resulting program defined in this report creates spaces that are capable of meeting the needs of a very wide range of sports as discussed in Section 2.1.4. As discussed in Section 2.1.3, there are no other local facilities that will provide a full-size playing field in the immediate area which indicates that the Town faces limited competition in providing for field sports that need, or benefit from, a full-sized field. The strongest demand for indoor facilities comes from soccer and baseball which have several well-defined organizations that have been included in consultations for this report. The relationships should be reinforced with early dialog about their potential to use the facility, allowing these organizations to develop business plans to take advantage of available time.

Also in the primary market is the potential for daytime use of the facility. Discussions with L'Essor about a soccer academy that would parallel the existing successful hockey academy are promising and dialog with potential private sports schools adds to the opportunity. Marketing the facility to these groups will consist of on-going dialog to determine how their needs will be incorporated into the facility with a view to securing leases or arrangements for on-going uses. These marketing activities should proceed as soon as possible to achieve a firm agreement for the time that can be used in the facility.

Finally, in the primary market are other sports that have smaller organizations that could also be approached as potential users of the facility. Marketing efforts should be directed at discovering potential user groups and building relationships to promote the facility features. Some potential groups include:

Table 3.2.1.1 – Potential User Groups Not Contacted		
Name	Group statistics	Potential
Windsor Ultimate	360 players registered for summer leagues, 2 nights/week	High
Rose City Sports and Social Club	Outdoor leagues for flag football, soccer and softball, indoor leagues for basketball, dodgeball and volleyball; recreational focus	High
Windsor Minor Football Association	Children's league ages 4 – 13	Medium
Windsor Essex Football League	Children's league ages 4 – 13	Medium
Windsor Rugby Football Club	Senior men's and Junior male and female teams	Medium

## SECONDARY MARKETS

In addition to meeting the core athletic needs, the facility provides a range of large climate controlled indoor spaces that could be used for a wide variety of functions. The ability to market to these functions depends on local demand and competition from other facilities. A sample of secondary uses developed in other similar facilities is presented in the table below:

Table 3.2.1.2 – Events and Activities Held at Similar Facilities			
Name	Location	Date	Entry Fee
Events such as Woofa~Roo – dog show	Libro Credit Union Centre	Aug 13-14, 2016	\$5/person \$10/car
Birthday parties	Players Paradise, Stoney Creek Soccer World, Hamilton	Bookings	\$325 (1h)
Lawn Bowling	Soccer World, Hamilton	Regular booking	\$5/person
Golf driving range	Young's Sportsplex, Welland	Nov-Apr 9am-3pm	12.50/bucket
Golf simulator	Young's Sportsplex, Welland		\$28-40/h

Of the potential secondary markets, golf will be difficult to attract. Golf is well-served by the Dominion Golf Dome, which is more appropriate for driving because, as an inflated dome, it does not have hard structural elements that would deflect a golf ball.

Lawn bowling may be a potential use, and to that end it is worth engaging in discussion with the Windsor Lawn Bowling Club to determine if there is interest in using the facility during off-peak hours that are not already used.

The potential to rent the facility for birthday parties and similar social events is available and can certainly be accommodated, much as it is accommodated at the pool. To leverage this market, it would be essential to put together party packages including activity leaders, meals, loot bags, etc. The availability would need to be promoted and, if used and supported by word of mouth, could contribute revenue. There are two big challenges with this market. First is that prime time for parties would be on weekends when the demand for the facility for sport uses would be high. Second, the size of the market for parties is likely to be small.

The potential event market is complex and is generally a regional market rather than a local one. Within the Region, the Libro Credit Union Centre has already staked out some territory in this market, and there are many other event spaces in Windsor and Detroit. A professional marketing service with strong relationships in the event market will be required to enter this market. Success in the event market requires purposeful and strategic efforts to attract event promoters, and particularly so for a new venue. Before assessing the potential to pursue this market, it will be necessary to evaluate how the Multi-Use Sportsplex could be adapted to specific types of events such as dances, banquets, concerts, trade shows, etc. Any additional equipment would need to be identified and priced and the total cost to the event promoter would need to be carefully assessed against competing facilities. This cost will need to include transition time and cost, such as the time and cost to install a suitable floor over the turf. The most effective events are those which run for 3 days to a week. This has the potential to be disruptive to regular programs unless events were targeted for the April – September season.

## PRICING

Proposed pricing is based on a preliminary assessment of the prices charged in comparable local facilities. Adjustments have been made considering the functionality of the full-size playing field and the potential to use the space for more players than can be accommodated in smaller facilities. As the plans for the facility evolve and in discussion with key users, the proposed pricing may be adjusted to optimize use of the facility. It should be noted that the one-third field is close in size to the Libro Centre, Dominion

Golf Dome and Novelletto Rosati Complex. Other indoor facilities charge significantly more for their indoor field space – see Appendix 2.

Table 3.2.1.3 – Existing Local Indoor Facilities				
Project Value		Size	Prime Rate	Discounts
Dominion (Golf) Dome		110' x 230'	\$160/h	
Libro Credit Union Complex, Amherstburg.		85' x 200'	\$127.84 (after 6pm)	\$117.34/h (before 6pm)
Central Park Athletics		80' x 220'	\$111.60/h	
Novelletto Rosati Complex		100' x 205'	\$160/h	
Players Paradise (Stoney Creek)		200' x 360'	\$700 (Sep – May)	\$300 (Jun – Aug)
	Quarter field	90' x 200'	\$215/h (Sep – May)	\$90/h (Jun – Aug)
Young's Sportsplex		Full	\$500 (Oct – Apr)	\$250 / \$150 (May – Sep)
	Quarter field	Quarter	\$150 (May – Sep)	\$62.50 / \$45 (May – Sep)
Oakville Soccer (quarter-field)		98.5' x 164'	\$265 (M-F 6pm-midnight, all day Sat & Sun)	

Figure 3.2.1.4 – Proposed Field Pricing					
			Full Field 180 x 330	Half Field 180 x 165	Third Field 100 x 180
Peak	M-F	Sep-Jun: 5:30 – 9:30pm			
	Sat	9am-9pm Sa,	\$350	\$180	\$130
	Sun	9am-6pm Su			
Shoulder	M-F	Nov-Apr: 3:30 – 5:30pm			
	M-F	Oct-Apr: 9:30 – 11:30pm			
		May/Jun/Sep: 9:30 – 10:30pm	\$275	\$150	\$115
	Sat	Oct – Apr: 9 – 11pm			
		May – Sep: 6 - 9			
Off-Peak	M-F	Sep – Jun: 7:30am-3:30pm			
	M-F	Jul-Aug: 8:00am – 6:00pm	\$165	\$90	\$70
	Sat	May – Sep: 9:00am – 6:00pm			
	Sun	May – Sep: 9:00am – 6:00pm			

It will be important to adapt the price schedule to the level of use of the facility. Accepting a lower rate is preferable to leaving the facility empty and un-used. In particular, we have assumed that discounts would be given for long-term commitments for time during off-peak periods, such as use by L'Essor for a soccer academy, and for Town programs.

## PROMOTION

Achieving the business case objectives will require promotion of the facility, and significant promotion has already occurred. The interviews with sports organizations and the public open-house have created an appetite for a new facility. Future promotion of the facility will naturally occur as the public approval for the facility proceeds, and again as construction begins. This facility will be a significant construction undertaking and will naturally receive media attention. Additional publicity can be achieved by the development of appropriate press releases, photo opportunities and press kits.



Promotion will also occur through the negotiations with key stakeholder groups over the design of the facility and the features that will be included. This should be leveraged to develop firm long-term agreements for facility bookings.

Further promotion opportunities will arise as sponsors are secured and naming rights are contracted. Every effort should be taken to have sponsors and naming organizations include contact and booking opportunities as they issue press releases. Further, a planned promotions program that gives exposure to sponsors and naming organizations will enhance the value of sponsorship and naming rights and should be put in place before, or in parallel with, the pursuit of sponsors and the sale of naming rights.

## 3.3 FINANCIAL PLAN

### 3.3.1 Summary

The contemplated Multi-Use Sportsplex is not self-funding and as such its feasibility depends on the availability of capital funding. Two options are presented here, one funded by the Town and one that contemplates a potential funding program from another level of government. Each option considers the projected result and a sensitivity analysis looking at best, and most conservative scenarios.

#### OPTION 1 – TOWN FUNDED DEVELOPMENT

Based on the projected revenue, annual costs, and capital costs, there is estimated to be \$189,000 available to service debt. At current market rates and a conventional 25 year financing period, this could support a debt of \$3.5M. Based on expected costs and after potential sponsorships and fundraising, the Town would need to fund the balance of the project cost of \$12.5M.

Table 3.3.1 – Financial Summary – Option 1: Town Funded Development			
	Best Case	Projection	Conservative Case
Estimated revenue	900,000	691,500	625,000
Operating staff cost	(70,000)	(70,000)	(70,000)
Cleaning	(20,000)	(30,000)	(40,000)
Utilities	(125,000)	(152,500)	(180,000)
Maintenance / capital repair & replacement	(225,000)	(250,000)	(275,000)
Available for Debt Service from Operations	460,000	189,000	60,000
Expected project cost	16,752,000	17,634,000	20,279,000
Debt capacity funded from Operations <sup>1</sup>	7,780,000	3,480,000	1,010,000
Potential naming rights, sponsorships and fundraising	2,500,000	1,700,000	900,000
<b>Balance to be funded by other Town sources</b>	<b>6,475,000</b>	<b>12,454,000</b>	<b>18,369,000</b>

<sup>1</sup> 25 year amortization. Interest rate of 3.38% based on Ontario Infrastructure and Lands Corporation Municipal lending rates as of May 2, 2016.

The range of potential funding required from other Town sources is large because of the magnifying effect of debt servicing costs. The central estimate should be used for planning purposes with the best case and conservative cases as indicators of the sensitivity of the analysis. Key cost elements, such as the expected construction cost, can be prudently managed and controlled to achieve close to the best case scenario.

## OPTION 2 – GRANT SUPPORT FROM OTHER GOVERNMENTS

This option considers the potential effect of new grant funding programs from other levels of government. While it is possible that a program like the former Build Canada Infrastructure Stimulus Fund might provide for 1/3 Town funding balanced by 1/3 Provincial and 1/3 Federal funding, the Province has not indicated that it would participate in such a program. However, the Federal government has indicated its intent to fund infrastructure. It is possible that a program like the recent Post-Secondary Strategic Investment Fund would be implemented, providing matching funding for construction and renewal projects. That program allowed only five weeks for the application and 22 months for construction to be completed.

Assuming matching funding from another government, the total amount to be funded by the Town is projected to be \$7.1M, and after making use of debt supported by operations, the balance to be funded by other Town sources is reduced to \$3.6M.

Table 3.3.1 – Financial Summary – Option 2: Grant Supported Development			
	Best Case	Projection	Conservative Case
Estimated revenue	900,000	691,500	625,000
Operating staff cost	(70,000)	(70,000)	(70,000)
Cleaning	(20,000)	(30,000)	(40,000)
Utilities	(125,000)	(152,500)	(180,000)
Maintenance / capital repair & replacement	(225,000)	(250,000)	(275,000)
Available for debt service from operations	460,000	189,000	60,000
Expected project cost	16,752,000	17,634,000	20,279,000
Potential naming rights, sponsorships and fundraising	2,500,000	1,700,000	900,000
Grant funding at 50% of project cost	8,376,000	8,817,000	10,140,000
<b>Balance to be funded by Town</b>	<b>5,876,000</b>	<b>7,117,000</b>	<b>9,239,000</b>
Debt capacity funded from operations	7,780,000	3,480,000	1,010,000
<b>Balance of debt funded by other Town Sources</b>	<b>0</b>	<b>3,637,000</b>	<b>8,229,000</b>

### 3.3.2 Revenue

The greatest uncertainty in this analysis is with the revenue potential. Further negotiation with potential user groups to refine expectations for amount of use and rental rates would allow for greater certainty in revenue projections.

Based on the proposed fee schedule and available hours (just under 5,000 hours per year), the total revenue potential from the field (with all available time allocated) could reach \$1.1M. A more conservative revenue scenario would generate revenue of \$690,000 based on the following assumptions:

- Weekday off-peak rates are discounted for Town programs, for L'Esson, and for a potential private sports school;
- The Town operates programs to use 1,325 hours of off-peak time;
- For May, June, September and October, peak and evening shoulder revenues are 50% of potential.

To assess the viability of achieving the revenue potential, we examined sports groups that had identified a current use of indoor space for off-season leagues or training. These are listed in the table below:

User	Season	Weekly use	Total hours	Current Payment
Tecumseh Thunder	Feb-Apr	Central Park – 10 weeks, 2d, 2h	40	4,500
	Feb-Apr	RMBC gym – 7 weeks, 1d, 1h	7	500
	Feb-Apr	Libro Credit Union – 4d, 1.5h	6	740
TMBA	Oct-Nov	L'Esson fall camp – 8 weeks, 1d, 1.5h	12	48
Tecumseh Soccer Club	Nov-Apr	School gym, 18 weeks, 1 d, 8h,	144	12,000
	Nov-Apr	Varies	550	88,000
Windsor Ladies Expos	Nov-Apr	School gym, 22weeks, 5d, 4h (2 gyms for 2h)	440	7,800
Total			1,200	113,600

From the current use of facilities and based on comments from several groups that they could make use of more time on indoor turf fields if it were available, the projected utilization of a multi-use field is shown in the table below.

User	Field Hours	Field Revenue	Gym Hours	Gym Revenue
L'Esson Academy	380	53,400		
Private Athletic School	380	57,000	570	15,400
Private Athletic School – other spaces		71,500		
Tecumseh Soccer – Youth	663	168,300		
Tecumseh Soccer – New Adult Program	216	75,600		

Table 3.3.2.2: Projected Revenue by Source

User	Field Hours	Field Revenue	Gym Hours	Gym Revenue
Tecumseh Thunder	56	10,080		
Windsor Ladies Expos		17,280		
Town – After School Program	475	30,875	475	11,400
Town – Drop-in Program	400	26,000	400	9,600
Town – Camp Program	450	31,500	450	10,800
Sports Teams & Social Clubs	280	95,325	310	7,440
Subtotal	3,396	636,860	2,205	54,640
Percent Utilization	66%		43%	
<b>Total Revenue</b>		<b>Total</b>		<b>691,500</b>

The projected revenue depicted above is based on realistic and achievable assumptions. Almost 60% of the projected revenue is considered very low risk:

- Programs from Tecumseh Soccer, Tecumseh Thunder and Windsor Ladies Expos are currently using other spaces that are either inadequate or have insufficient time available.
- The contemplated L'Essor Soccer Academy is modeled on an existing hockey program;
- The contemplated private athletic school is speculative but is in direct relation to the incremental cost that would be incurred to construct space for the school. If a deal was not reached some space in the facility would be reduced at a cost savings of more than \$1M.

The balance of the projected revenue is derived from programs that are considered viable and of modest risk:

- A potential new adult league that Tecumseh Soccer expressed interest in developing;
- New and expanded programs to be operated by the Town;
- A small allowance for sports teams and social group use of the facility.

Importantly, the projected revenue is based on a utilization that leaves considerable available time on the field and in the gym to permit increased revenue.

Revenue from other potential uses such as tournaments and special events has not been included in this projection and provides opportunities for additional revenue.

A detailed analysis supporting this revenue projection is provided in Appendix 3.

### 3.3.3 Expenses

#### OPERATING STAFF

Based on the operating program described in Section 3.1, the total operating staff requirements will be an annual total of about 2,800 hours as shown in the table below. Assuming a wage rate of \$19.06/h and a 30% overhead cost for Town portion of benefits, the total annual operating staff cost would be \$70,000.

Table 3.3.3.1 – Operating Staff Requirements												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
M-F	6	6	6	6	5	5	8	8	5	6	6	6
Sat	15	15	15	15	15	12	12	12	12	15	15	15
Sun	10	10	10	10	10	10	10	10	10	10	10	10
Subtotal/Wk	55	55	55	55	50	47	62	62	47	55	55	55
Total Annual	2,808											

## CLEANING COSTS

Aside from the area of the field-house, the area of the proposed Multi-Use Sportsplex is approximately equal to the area of the existing arena, excluding the ice sheets. This means that the cost of cleaning the new building is likely to be equal to the existing cost of cleaning. We would expect that cost to be in the order of \$1 - \$2 per sq. ft. of

Table 3.3.3.2 – Estimated Cleaning Costs		
Area (not including field)	Cost/sf	Annual cost
20,500 sf	\$1 - 2	\$21k – 41k

## UTILITIES

It is impossible to accurately estimate utility costs without having finalized building details and patterns of use to create an energy model. However, it is necessary to include an estimate of utility costs in the business model and thus we will apply the typical range of costs per sq. ft. for similar types of recreational facilities as shown in the table below:

Table 3.3.3.3 – Estimated Utility Costs				
Utility	Annual Consumption	Average Rate	Annual cost	Comments
Electricity	8-12 kWh/sf	\$0.11/kWh	\$92k - \$138k	Assumes equal demand at all points in time-of-use rate scale
Natural Gas	1 – 1.3 m <sup>3</sup> /sf	\$0.27/m <sup>3</sup>	\$28k - \$36k	
Water	0.01 – 0.02m <sup>3</sup> /sf	\$2.30/m <sup>3</sup>	\$3k - \$5k	Rate does not include fixed metering costs.
Total			\$123k - \$180k	

These utility costs assume:

- Heating is provided by gas-fired forced air or hydronic radiant heating;
- While greater efficiency could be achieved by using waste heat from the ice plant, this would require replacement of the ice plant which is beyond the scope of this project and is not included;
- Cooling systems are forced-air DX units;
- Opportunities to make use of the ice plant to generate chilled water may create greater efficiencies but is beyond the scope of this project and is not included;

- No allowance is included for the potential cooling effect of shading from a roof-top solar array (we have no data from a comparable field house).

Note that all assumptions lead to a cautious estimate of incremental utility costs.

### MAINTENANCE AND CAPITAL REPAIR & REPLACEMENT

Maintenance costs will include some new elements such as annual service and inspection for the elevator and periodic cleaning and grooming of the field turf. However, most maintenance tasks such as pest control, filter changes and equipment lubrication and service will be extensions of services already provided. As such, most incremental maintenance costs will be a fraction of the costs for a separate building. We estimate a lump sum annual maintenance cost of \$100,000.

Capital repair & replacement costs are identified to cover the upgrade or replacement of portions of the building as they reach the end of their service life. The level and distribution of these costs over time depends on the quality of equipment installed. For example, some types of flat roofing have an expected life of 15-20 years while others are expected to last 25-30 years. Most window systems and mechanical equipment requires replacement in 20 – 25 years. Carpeting may need to be replaced in 10 – 15 years and the turf field has an expected life of 10 years. A detailed repair and replacement plan can be developed as the design details and materials are finalized. At this point, we estimate an average annual cost for the purpose of the business case. In practice, there should be very little requirement for capital repair in the first 5-10 years. Some building owners set aside funds in a reserve account to equalize cash flow. Others invest only as needed. The choice of capital replacement strategy makes little difference to the business case analysis at this level of planning.

Table 3.3.3.4 – Estimated Annual Capital Renewal Cost			
Element	Area (including field)	Cost/sf	Annual cost
Maintenance	104,750 sf		\$50k
Capital Repair & Replacement	104,750 sf	\$1.65 - \$2.15	\$175k – \$225k
Total			\$225k – \$275k

## 3.4 IMPLEMENTATION STRATEGY

Provided that the Town can contribute at least \$12M (possibly as much as \$18M) in addition to debt funded by facility operating surplus, a Multi-use Sportsplex attached to the Tecumseh Arena is viable. The implementation strategy should be focused on addressing the areas of greatest risk to allow the Town to accurately project its financial commitment. To that end, the following next steps are recommended:

### OBTAIN TOWN APPROVAL

To progress further with the development of the Multi-Use Sportsplex, approval in principle is required from the Town Council. If Council is comfortable with the range of capital requirements presented in this report, then the project could be approved with this report, with Council approving funds for the next stages of analysis. This would include securing project management resources, confirming the revenue

potential, funding and financing options, geotechnical analysis, surveys, assessment of servicing conditions, retention of a bridging consultant, the development of an Owner's Statement of Requirements, and preparation of a Design-Build RFP. An allowance of \$1,035,000 should be made to move the project to the point where a Design-Builder can be selected.

If the central estimate is acceptable but the conservative case exceeds Council's comfort level, then we recommend that Council should approve \$25,000 for additional research to confirm the revenue potential, funding and financing options.

### CONFIRM REVENUE POTENTIAL

As discussed in this report, there are many potential users of the Multi-Use Sportsplex, many of which are represented by established organizations. The Town should continue conversations with groups interviewed for this report to establish the potential range of hours that would be used and the fee structure that could be accepted. The Town should also expand its discussions with potential user groups, some identified in this report, and others that may be identified, to determine interest. With this information, the Town should be able to develop a pro-forma rental schedule and determine the range of potential rental revenue with greater certainty.

In addition to consultations with the sports groups, the Town should collaborate with L'Essor school and any potential private sports schools to establish the space requirements, potential capital contributions, and potential lease or rental terms. This information goes to determining how much use can be made of the facility during non-peak times and contributions that would offset capital costs.

Further, the Town should explore its potential to launch new programs using the spaces available in the Multi-use Sportsplex.

The objective of this early marketing effort is to develop relationships and work toward a pricing strategy that would increase the revenue certainty and make efficient use of the facility. This work could be done by the Town or by external advisers, in which case an allowance of \$25,000 should be made.

### SECURING PROJECT MANAGEMENT RESOURCES

The Town will need to assign a project manager to orchestrate the processes required to implement the new facility. If internal resources do not have sufficient expertise, and external project manager will be required, usually acquired through an RFP. We estimate that an external project manager would cost in the order of \$325,000.

### GEOTECHNICAL ANALYSIS

A Design-Builder will require an understanding of the sub-surface soil conditions in order to develop a design for the facility. A Geotechnical Investigation will drill boreholes to extract core samples of the soil in several sample locations in the area of the proposed building. This will allow an assessment of the potential soil conditions and bearing capacity. The Geotechnical Investigation will not give certainty but it will significantly reduce the risk of extra costs for unexpected soil conditions. We expect the Geotechnical Investigation to cost in the order of \$25,000.

### SURVEYS

The Design-Builder will also require a survey to ensure that the design fits on the site and matches site grades in an appropriate way. The survey should identify lot boundaries, building footprints, existing trees

to be protected, grades and drainage patterns, as well as any overhead or underground utilities. This information will allow Design-Builders to develop an accurate approach to siting and servicing the building. We expect the survey to cost in the order of \$30,000.

## DETERMINE THE CONSTRUCTION DELIVERY APPROACH

In the past the Town has constructed projects in a conventional approach, referred to as **Design-Bid-Build**<sup>2</sup>. This approach is effective but may not result in the most economical construction, may take longer, does not give certainty of project cost until after bids are received, at which point it is expensive to re-design the project if it is over-budget.

An alternative approach, referred to as **Design-Build**<sup>3</sup>, has been used with success on many recreation projects. The Design-Build approach offers early cost certainty, more rapid completion, transfers many of the project risks to the Design-Build team, and can typically deliver the required functionality at a cost of 5%-10% lower than a Design-Bid-Build delivery. A Design-Build project sometimes delivers systems that are cheaper to build but more expensive to operate. To address this risk, some owners have engaged a Bridging Consultant to create a more robust Owner's Statement of Requirements that includes functional design criteria that meet the Owner's long-term objectives for operating cost. The Town should analyze the strengths and weaknesses of each approach to determine which delivery model will be most effective in this case.

## IMPLEMENT THE PROJECT.

For a Design-Bid-Build delivery, implementation will consist of the following major steps:

- Issue an RFP and select a Prime Design Consultant, usually an Architect with an engineering team;
- Work with the Prime Design Consultant to develop a design and construction documents;
- Tender the project and receive bids;
- Select the General Contractor with the lowest bid to complete the construction;
- Monitor and manage the construction process.

For a Design-Build delivery, implementation will consist of the following major steps:

- Issue an RFP to select a Bridging/Compliance Architect and engineering team;
- Work with the Bridging/Compliance Architect to develop the Owner's Statement of Requirements;
- Issue an RFP for a Design-Build team – responses will include a schematic design and a proposed price;
- Evaluate the Design-Build proposals and select the team that offers the best balanced solution for the Town;
- Review and sign-off on the detailed design developed by the selected Design-Builder;
- Monitor and manage the construction process.

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<sup>2</sup> In a Design-Bid-Build approach, the Owner hires an architect to **Design** the facility, tenders the design and receives **Bids**, and then hires a general contractor **Build** the facility.

<sup>3</sup> In a Design-Build approach, the owner develops an Owner's Statement of Requirements and selects an architect/contractor team to design and construct the project.



## Appendix 1 SPORT GROUP INPUT

McAuliffe Park Recreational Women's Softball League McAuliffe Park Sports	
Contact:	Frank Perissonotti – President (MPS), Sandy Legault (MPRWSL)
Number of Players:	<ul style="list-style-type: none"> <li>• 900 Children ages U4 – U16</li> <li>• 250 – 300 Baseball</li> <li>• 700+ Soccer</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• Have 4 soccer pitches, 3 diamonds and 2 tennis courts</li> <li>• The season runs from late April to end of August</li> <li>• Diamonds are in good shape – have lights.</li> <li>• Could grow more if they had more space – mostly in soccer</li> <li>• Everything is accommodated in the park – although they are looking at an interlocking league in Windsor.</li> <li>• All activities are recreational – no travel teams.</li> <li>• People grew up playing in the park.</li> <li>• Because the teams are recreational there is little training. There might be an opportunity for a week-long camp but little else.</li> <li>• There is a recreational Women's league (with Windsor refs), but they do not travel.</li> <li>• Doesn't see McAuliffe Park being interested in the gym as an organization, although individuals may be interested in volleyball leagues.</li> <li>• There is a lot of growth in young families – have a waiting list for U4 – U6.</li> </ul>
Current spending:	None
Partner Potential:	None

PowerTech	
Contact:	Justin Solcz , Andy Paquette
Number of Players:	•
Comments:	<ul style="list-style-type: none"> <li>• Powertech currently operates an elite fitness centre in an area of about XXX sf, attached to the Tecumseh Arena. The space is configured to allow access independent of the arena, but depends on washroom facilities in the arena. Powertech's space is a single open area with specialized equipment including a skating treadmill and a hockey shooting lane.</li> </ul>
Current spending:	
Partner Potential:	High

St. Mary's Park Recreation Committee	
Contact:	Michelle Mongeau – President, Shaun Fuerth
Number of Players:	<ul style="list-style-type: none"> <li>• 600+ users</li> <li>• Ages 3 – 68</li> <li>• 22 adult teams</li> <li>• 16-18 youth teams</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• This is a recreational baseball program only – players show up and play</li> <li>• Programs run from the 1<sup>st</sup> Monday in May to the 3<sup>rd</sup> week of September</li> <li>• There is a 12-13 week program for children</li> <li>• The committee does the registration in January.</li> <li>• Off-season, some men's teams have used the Dominion Dome in late February-March.</li> <li>• There is no real emphasis on training for the youth program but there is potential for skill development</li> <li>• St. Mary's participates in the try-a-sport events.</li> <li>• Some members of the Ladies League play volleyball</li> <li>• There may be some opportunity for a ladies winter league</li> <li>• There have been efforts to get a men's league at the Dome. They play softball, use a mushy ball which allows hitting.</li> <li>• May not need change rooms but that would be a perk.</li> <li>• There would be little use of classrooms – there are lots of other options at St. Mary's.</li> <li>• There is limited interest in a weight room</li> <li>• The group is more interested in the social aspect of the game and post-game.</li> </ul>
Current spending:	None
Partner Potential:	Limited

Tecumseh Minor Baseball Association	
Contact:	Joe Chauvin – President, Rod Munro, Aaron Howell
Number of Players:	<ul style="list-style-type: none"> <li>• 380 – 400 players aged 5 – 18 (more players at younger ages)</li> <li>• Membership has been constant for the past 15 years</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• Games are from May – October outside</li> <li>• Currently use the L'Esson gym for travel teams.</li> <li>• Run a fall camp for ages 5 – 7 for 8 weeks (one night a week ending before 7:30, or on Saturday afternoon – for 50 – 60 kids.</li> <li>• The gym is for long-toss and use a single batting cage that is nets strung up by the parents.</li> <li>• There are conflicts with school staff about marks from the balls on the floor.</li> <li>• Need a clear height of 20 – 30 ft.</li> <li>• Have one batting cage, 2 would be ideal</li> <li>• Could use 2 pitching lanes</li> <li>• Would rent by the hour.</li> <li>• 10-12 team members are doing about 10h per week</li> <li>• Believe there is potential for the facility to meet the needs of private instructors.</li> <li>• Don't see a need for change rooms, but do need a space to store gym bags.</li> <li>• There is a need for space for spectators – for the fall camp there will be 40 parents watching 20 players. For older kids there are few visitors.</li> <li>• There is some potential to use classrooms for video, but most do not use them.</li> <li>• A weight room would not be used by the players, but the parents might take the opportunity to exercise while their children are in the program.</li> <li>• Would ideally have a program with 30 minute warm-up, 60 – 90 minutes on the field and 30 minutes of conditioning.</li> <li>• The organization may lose players to Riverside because they have training facilities – which are used by 8-10 teams now.</li> <li>• There may be potential for a house league indoor.</li> </ul>
Current spending:	<ul style="list-style-type: none"> <li>• Pay \$4/h for the L'Esson gym.</li> <li>• Travel teams have a \$5,000 budget</li> <li>• Families pay \$150 – 200 (and would pay more for a good facility)</li> <li>• A team of 13 players would pay \$100/hour for indoor space.</li> </ul>
Partner Potential:	Moderate

Tecumseh Shoreline Minor Hockey Association	
Contact:	Peter Morassutti
Number of Players:	<ul style="list-style-type: none"> <li>• 800 players</li> <li>• Age 4 – 21</li> <li>• 15 travel teams</li> <li>• 34 house-league teams</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• 84h/week of ice time from Sept 1 – April 1</li> <li>• Have a spring-summer league with 2-3 days of ice time (8-12h/week?)</li> <li>• Some teams to workouts an hour before practice</li> <li>• Use off-days to play soccer</li> <li>• Interest is in the field, the track.</li> <li>• Interested in having the weight room for parents to access while children are playing</li> <li>• Haven't heard of coaches booking a gym for their teams</li> <li>• Change rooms would be an asset – make them bookable or family change rooms.</li> <li>• Could use classrooms 1-2 times per week per team for video review, or for warm-up.</li> <li>• For the field, would need access to an equipment room for access to pilons.</li> <li>• Peak use would be from 4 – 10 pm and all day on weekends for an hour before the game and possibly post-game review.</li> </ul>
Current spending:	None
Partner Potential:	Limited

Tecumseh Soccer Club	
Contact:	Steve Grigorakis – President, Marwan
Number of Players:	<ul style="list-style-type: none"> <li>• 1,100 – 1,200</li> <li>• Of which 470 – 500 are in the competitive league</li> <li>• The 'Academy' is a house league for age 6-9 that are preparing for competitive league</li> <li>• Competitive league starts at age 8 where they play weekly and also play festivals on the weekends.</li> <li>• 9 and up is competitive.</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• Currently use Novaletto (leased to a private group), Dominion Golf, rent space in schools,</li> <li>• Could use it 5pm – 9pm or 10pm five days a week and all day Saturday from November to April</li> <li>• Want to run a winter house league</li> </ul>

	<ul style="list-style-type: none"> <li>• Depending on the price, could use it for training in the summer, even all day in July and August</li> <li>• Run soccer camps of 2-3 weeks bringing in outside coaches</li> <li>• Run skills camps.</li> <li>• Can play 9v9 on a field that is 90 yds (180 ft) long</li> <li>• Currently rent one field and split between 2 teams.</li> <li>• Players and field size: <ul style="list-style-type: none"> <li>○ U4 &amp; U5            4v4 on 20m x 35m (hockey net)</li> <li>○ U6                    4v4 on 25m x 40m (hockey net)</li> <li>○ U7-U10:            7v7 on 32 x 70m (16' x 8' nets)</li> <li>○ U11-U12:          9v9 on 50 x 90m (18' x 8' nets)</li> <li>○ 11v11:              Need 70m x 120m</li> </ul> </li> <li>• Would use a gym for warm-up and small sided games or for football.</li> <li>• A track would be terrific</li> <li>• Would not use a weight room</li> <li>• Do use classrooms – need a projector for visualization</li> <li>• Change rooms and washrooms would be useful – most kids don't shower</li> <li>• Need storage space for nets – 2 @ 18'x8', 6 @ 16'x8', 6-7 hockey nets.</li> <li>• Clear height of the arena (30 ft) is fine</li> <li>• There is adult league potential. There are currently 2 adult leagues that play from 9 – 12pm.</li> <li>• Weekend time is hard to get – would not do practices on weekends but parents are interested in weekend games.</li> </ul>
Current spending:	<ul style="list-style-type: none"> <li>• Currently playing leagues in the US. Paid \$100,000 for indoor facilities last year.</li> <li>• Rent a high school gym – pay \$52 for the gym and \$388 for caretaker (for the day?)</li> <li>• Gym is used for 18 weeks on Saturdays 9 – 5 – pay \$12,000</li> <li>• Would like to do at least one night on turf – others want to get more time.</li> <li>• Rent a high-school turf field for \$2,500 per month from April – Sept for 3h per night (\$50/h)</li> </ul>
Partner Potential:	Very high

Tecumseh Thunder Baseball Club	
Contact:	Jamie Kell – President
Number of Players:	<ul style="list-style-type: none"> <li>• 102 per year –</li> <li>• U16 – 18 players</li> <li>• U18 – 18 players</li> <li>• U21 – 21 players</li> <li>• 22+ (AAA) – 24 players</li> <li>• 22+ (A) – 21 players</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• Midgets (U18 – U16) have mandatory practice from Feb – Apr and Sept-Oct (are off December and January)</li> <li>• Junior and Senior start Mid-March – April</li> <li>• Would use in November and December if affordable for two days a week (members currently seek out opportunities for indoor practice on their own).</li> <li>• Aim to be outdoors from first weekend in April to end of August but would use it for extra hitting/fielding if it was affordable because their one field is used to capacity.</li> <li>• The quality of the diamond is an attraction for the team. The diamond is used for a game each night and a double-header on the weekend.</li> <li>• From Feb – Apr indoor use is 2 – 3 nights per week at 1.5 – 2 hours.</li> <li>• There could be some use during the summer (July and August) which would supplement their current field which is at peak use.</li> <li>• Desired features include <ul style="list-style-type: none"> <li>○ turf field for infield practices, batting cages, portable pitching mound.</li> <li>○ A weight-training area (free weights) would be added value as part of a training regime.</li> <li>○ Ideal practice is to have a full infield practices (90' base path 60'-6" pitching)</li> <li>○ Two or more pitching lanes (bullpens)</li> <li>○ Lighting is important – seek to avoid having shadows.</li> <li>○ White walls make it hard to see the ball.</li> <li>○ Colour behind the backstop is important.</li> </ul> </li> <li>• There is some opportunity to use classrooms for coaching clinics – perhaps 3-4 times per year per team (i.e. up to 20 times).</li> <li>• Change rooms would be desirable with washrooms and showers.</li> <li>• A viewing area is important – typically get one parent per player (20 – 40 people)</li> </ul>
Current spending:	<ul style="list-style-type: none"> <li>• Players pay \$200/player/year for indoor (i.e. \$20,400).</li> <li>• Central Park Athletics – 10 weeks, Wed &amp; Sat for 2h - \$4,500</li> <li>• Riverside Minor Baseball Club (Gym) – 7 days (1h?) - \$500</li> <li>• Libro Credit Union – 4 days (1.5h) - \$740</li> <li>• Consider paying \$10/person as fair – a cost of \$185 for 1.5 hours is seen as a barrier for a turf field only – It depends on the facility available, more valuable if</li> </ul>

	more people can work in different areas (e.g. infield practice at same time as hitting/pitching cages adds value).
Partner Potential:	High

Windsor Ladies Expos Fastball	
Contact:	Karen MacDonald
Number of Players:	<ul style="list-style-type: none"> <li>• 40 players age 7 – 23</li> <li>• 25 at 12-13 years old</li> <li>• 12 at 16-17 years old</li> </ul>
Comments:	<ul style="list-style-type: none"> <li>• Currently use school board gyms – are generally in poor shape.</li> <li>• Have a pitching machine to use in the schools</li> <li>• March-April, start live pitching</li> <li>• Parents would love to have weekend times</li> <li>• 5 nights per week – each team has 3 practices</li> <li>• Currently change in school washrooms</li> <li>• Track and gym would be useful</li> <li>• Weight room might be used by older girls</li> <li>• Classrooms would rarely be used.</li> <li>• Currently drive from 15-20 minutes away.</li> <li>• Teams are drawn from many schools</li> </ul>
Current spending:	<ul style="list-style-type: none"> <li>• \$400 - \$900 (per gym?) for November – April for 5 nights/week (assume 2 different schools)</li> <li>• Can't do more than \$9-10k for the winter.</li> </ul>
Partner Potential:	Low – cost is a barrier.





## Appendix 2 COMPARABLE FACILITY FIELD PRICES

### YOUNG'S SPORTSPLEX

Young's Sportsplex Indoor Field Rates								
October 1 - April 30					May 1 - September 30			
	Prime	Non-Prime	Last Minute Prime	Last Minute Non-Prime	Prime	Non-Prime	Last Minute Prime	Last Minute Non-Prime
<b>Full Field</b>	\$500.00	\$250.00	\$335.00	\$167.50	\$250.00	\$150.00	\$167.50	\$100.50
<b>1/2 Field</b>	\$250.00	\$125.00	\$167.50	\$83.75	\$125.00	\$80.00	\$87.75	\$53.60
<b>1/4 Field</b>	\$150.00	\$75.00	\$100.50	\$50.25	\$62.50	\$45.00	\$41.88	\$30.15

### OAKVILLE SOCCER CLUB

Full field is 165' x 394' and is typically rented by the quarter field.

<http://www.oakvillesoccer.ca/facilities>

Oakville Soccer	
M-F 6pm – midnight, Sat, Sun	
1/4 Field (98.5' x 165')	\$265

### PLAYERS PARADISE

Full field is 200' x 360' and is typically rented by the quarter field.

We note that the web site is a strong promoter of the turf field supplier although the relationship between the facility and the supplier is not clear. The turf field supplier uses a rubber crumb filler which has been reported to have potential harmful effects on health.

<http://playersparadisesoccer.com/>

Players Paradise, Stoney Creek		
	September 1 - May 30	June 1 – August 31
1/4 Field (90' x 200')	\$210	\$90

## TORONTO SOCCERPLEX

Listed as 45,000 sq. ft. with 'four official sized indoor soccer field'. United States Soccer Federation sets minimum dimensions of 75' x 175', but four pitches of this size will not fit into 45,000sf. FIFA Futsal rules set the minimum dimensions of 20m (65.6') x 38m (124.7') which could fit within the 45,000sf space.

<http://torontosoccerplex.com/>

	<b>REGULAR RATES</b> (PLUS TX)				<b>SPECIAL RATES</b> (PLUS TX)			
	<b>8 AM - 6 PM</b>		<b>6 PM - 11 PM</b>		<b>10 PM - 11:30 PM</b>	<b>10 PM - 12 AM</b>	<b>11 PM - 12 AM</b>	<b>11 PM - 12:30 AM</b>
<b>MONDAY</b>	60 MIN	\$150.00	60 MIN	\$165.00	\$215.00	\$250.00	\$100.00	\$150.00
	90 MIN	\$220.00	90 MIN	\$240.00				
	2 HRS	\$270.00	2 HRS	\$310.00				
<b>TUESDAY</b>	60 MIN	\$150.00	60 MIN	\$165.00	\$240.00	\$275.00	\$110.00	\$165.00
	90 MIN	\$220.00	90 MIN	\$240.00				
	2 HRS	\$270.00	2 HRS	\$310.00				
<b>WEDNESDAY</b>	60 MIN	\$150.00	60 MIN	\$165.00	\$240.00	\$275.00	\$110.00	\$165.00
	90 MIN	\$220.00	90 MIN	\$240.00				
	2 HRS	\$270.00	2 HRS	\$310.00				
<b>THURSDAY</b>	60 MIN	\$150.00	60 MIN	\$165.00	\$240.00	\$275.00	\$110.00	\$165.00
	90 MIN	\$220.00	90 MIN	\$240.00				
	2 HRS	\$270.00	2 HRS	\$310.00				
<b>FRIDAY</b>	60 MIN	\$150.00	60 MIN	\$165.00	\$180.00	\$200.00	\$100.00	\$150.00
	90 MIN	\$220.00	90 MIN	\$240.00				
	2 HRS	\$270.00	2 HRS	\$310.00				
<b>SATURDAY</b>	60 MIN	\$150.00	60 MIN	\$110.00	\$150.00	\$180.00	\$100.00	
	90 MIN	\$220.00	90 MIN	\$160.00				
	2 HRS	\$270.00	2 HRS	\$210.00				
<b>SUNDAY</b>	60 MIN	\$150.00	60 MIN	\$150.00	\$200.00	\$225.00	\$100.00	
	90 MIN	\$220.00	90 MIN	\$220.00				
	2 HRS	\$270.00	2 HRS	\$270.00				

(EACH HOUR IS 55 MINUTES)

CONTRACT RATES APPLY FOR 4 OR MORE CONFIRMED BOOKINGS

## Appendix 3 DETAILED REVENUE ANALYSIS

This Appendix provides the detailed assumptions used to develop the estimates of potential revenue.

### A3.1. L'ESSOR SOCCER ACADEMY

We have assumed that a potential L'Esson Soccer Academy would be created, similar to the existing hockey program which includes L'Esson use of one arena and one meeting room for three hours a day with occasional use of another meeting room. Applied to the soccer field, we assume two hours of full-field rental (which could be used to run three small-field practices) each school day. We have assumed a discounted rental rate of \$130 for the full field in consideration of a long term relationship to a public sector agency. We have also assumed that L'Esson would use two additional meeting rooms for three hours on school days (except September and December) at a rate of \$4,000 per year, which is the currently negotiated rate for the rooms used by the L'Esson Hockey Academy.

Table A3.1: Potential Revenue from L'Esson Soccer Academy				
Space	Season	Weekly use	Total hours	Revenue
Full field	Sept - June	2h/day 190 days	380	49,400
Meeting rooms		3h/day 190 days	570	4,000
Total				53,400

### A3.2. PRIVATE SCHOOL

We have assumed the following for a grade 1 – 12 private sports school:

- Occupies about 3,500 sf as sole use spaces for high-school rooms and about 2,000sf as shared use space for primary instruction;
- Operates 190 teaching days per year (as per Ministry standards);
- The field would be used for 2h per day for the full field at discounted rate of \$150/hour in recognition of a long term agreement, or \$57,000 per year.
- The gym would be used for 3h per day at a rate of \$27/h or about \$15,400 per year.
- A long-term lease for sole-use space at a rate that would cover the cost of constructing and maintaining the space over the life of the lease of about \$60,900 per year<sup>4</sup>.
- Shared use spaces are rented at a cost-recovery rate of about \$7/h or \$10,600 per year.

This generates the following revenues.

<sup>4</sup> Assuming a cost of construction of \$200/sf, a discount rate of 4%, lease payments increasing by 12.5% every 5 years over a 20 year term and a contribution toward operating costs,

Table A3.2: Potential Revenue from Private School				
Space	Season	Weekly use	Total hours	Revenue
Full field	Sept - June	2h/day 190 days	380	\$57,000
Gym	Sept - June	3h/day 195 days	570	\$15,400
Sole Use Spaces	All year			\$60,900
Meeting rooms		8h/day 190 days	1,425	\$10,600
Total				\$143,900

### A3.3. TECUMSEH SOCCER

The expected revenue from Tecumseh Soccer is based on the following program assumptions.

- The full field will be used 2 hours per night, Monday through Thursday from October through April except for three weeks at Christmas and March break. This represents fewer field-hours than currently used, but the full field can accommodate 2-3 times the number of players.
- The full field will be used 9 hours each weekend from October through April, excluding three weeks at Christmas and March Break.
- The full field will be used by new adult leagues for 4 hours on weekends from October through April excluding break periods.
- The full field will be used for a summer program indoors for 3 hours each weekend from May to August.

Table A3.3: Potential Revenue from Tecumseh Soccer				
Space	Season	Weekly use	Total hours	Revenue
Full field	Oct-Apr – Mon-Thurs	2h/day 27 weeks	216	64,800
Full Field	Oct-Apr – Sat	9h/day 27 weekends	243	72,900
Full Field	May-Aug – Mon-Thurs	3h/day 17 weeks	204	30,600
Full Field	Oct-Apr – Sat & Sun	8h/day 27 weekends	216	75,600
Total				243,900

### A3.4. TECUMSEH THUNDER

The Tecumseh Thunder currently uses about four hours per week. From discussions with team representatives we understand that more players could be on the field at a time with a larger facility. For the purposes of this analysis, it is assumed that the Thunder could book a half-field and use batting cages/pitching lanes configured into the centre of the field. Further analysis is required to optimize the layout.

The expected revenue from the Tecumseh Thunder is based on the following program assumptions:

- A December training camp of two nights, two hours per night for three weeks;
- A February to April training program of two nights, two hours per night for eleven weeks.

Table A3.4: Potential Revenue from Tecumseh Thunder				
Space	Season	Weekly use	Total hours	Revenue
Half field	Dec – weeknight	4h/week 3 weeks	12	2,160
Half Field	Feb-Apr – weeknight	4h/week 11 weeks	44	7,920
Total				10,800

### A3.5. WINDSOR LADIES EXPOS

The Windsor Ladies Expos currently uses about four hours per week in school gyms from November to April. We have assumed a similar use on a half-field.

Table A3.5: Potential Revenue from Windsor Ladies Expos				
Space	Season	Weekly use	Total hours	Revenue
Half field	Oct-Apr – weeknight	4h/week 24 weeks	96	17,280
Total				17,280

### A3.6. TOWN PROGRAMS

The following programs are assumed for Town operations:

- After school programs, to be run on school days (190 days) from 3:30pm to 6:00pm for 60 participants on the turf field and 20 participants in the gym (assumes a facility cost of \$2.50-\$3.00 per participant).
- Drop-in adult programs in the gym and on the turf for 2 hours during the day (time when not used by the schools) assuming \$5/person with 25 people on the field and 10 people in the gym.
- March break and summer camp programs with 60 participants on the field and 20 participants in the gym, running 9 hours a day for Monday to Friday.
- Town programs are assumed to operate at discounted rates.

Table A3.6: Potential Revenue from Town Programs					
Space	Program	Season	Weekly use	Total hours	Revenue
Full field	After School	Sept – June, M-F	2.5h/day – 190 days	475	30,875
Gym	After School			475	11,400
Full field	Drop-in sports	Sept – June, M-F	2h/day – 190 days	400	26,000
Gym	Drop-in sports			400	9,600
Full field	Camps	Dec, March, July-Aug, M-F	9h/day – 10 weeks	400	31,500
Gym	Camps			400	10,800
Total					120,175

## A3.7. SPORTS ORGANIZATIONS / SOCIAL CLUBS

This group of users includes sports organizations such as the Essex Ravens, and other Football and Rugby clubs, and recreational clubs such as the Rose City Sports and Social Club, Ultimate clubs and others. The projected revenue includes the following programs:

- An evening league using the whole field for two hours one weeknight and 3 hours on Friday night from October to May, except for three weeks for holidays;
- An evening league using the gym for three hours on two nights from October to May, except for three weeks for holidays;
- Four hours on the whole field on one weekend day from October to May, except for three weeks for holidays;
- Four hours in the gym on one weekend day from October to May, except for three weeks for holidays;

Table A3.7: Potential Revenue from Sports Organizations & Social Clubs					
Space	Program	Season	Weekly use	Total hours	Revenue
Full field	Evening	Oct-May	2h and 3 h on 2 days	155	54,250
Gym	Evening		31 weeks	124	4,464
Full field	Weekend	Oct-May	2h and 3 h on 2 days	186	41,075
Gym	Weekend		31 weeks	124	2,976
Total					102,765







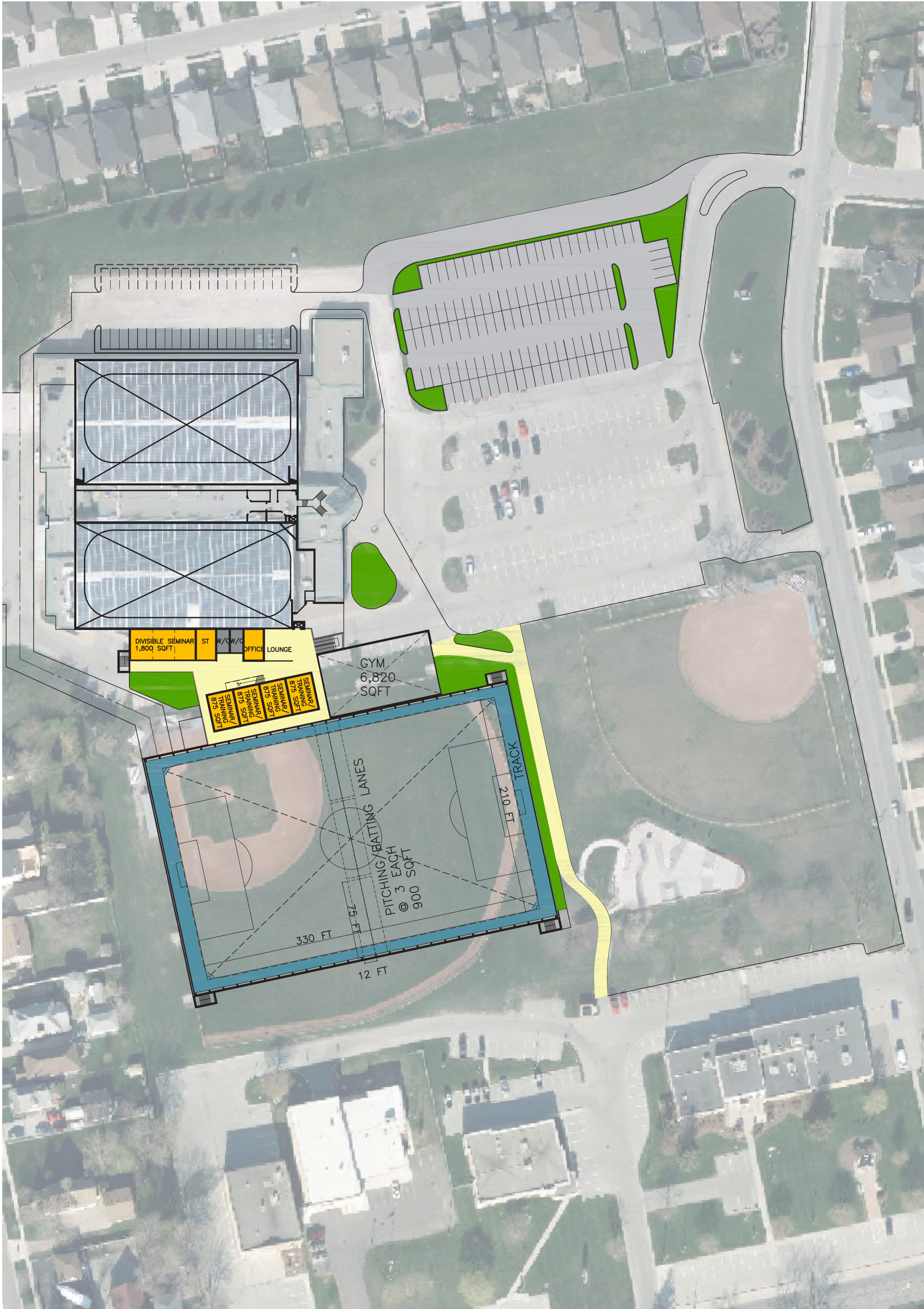
OPTION 2



THE CORPORATION OF THE TOWN OF TECUMSEH  
TECUMSEH SPORTSPLEX  
GROUND FLOOR PLAN

2016 - 04 - 14  
**CS&P**Architects





OPTION 2



THE CORPORATION OF THE TOWN OF TECUMSEH  
TECUMSEH SPORTSPLEX  
SECOND FLOOR PLAN

2016 - 04 - 14

**CS&P**Architects

**Attachment 2**  
**SPORTSPLEX - Taxation Impacts - May 12, 2017**

Town Levy

2017 Town Levy \$ 21,400,000

Cost	Option #1	Option #2	Option #3
Construction & related	24,000,000	24,000,000	24,000,000
Hebert Field relocation	500,000	500,000	500,000
Project Management Services	250,000	250,000	250,000
	<u>24,750,000</u>	<u>24,750,000</u>	<u>24,750,000</u>

Funding

Grant 2/3	2/3	16,500,000	1/2	12,375,000	0%	-
Town	1/3	8,250,000	50%	12,375,000	100%	24,750,000
		<u>24,750,000</u>		<u>24,750,000</u>		<u>24,750,000</u>
Town split						
Taxes	80%	6,600,000	80%	9,900,000	80%	19,800,000
Donations	20%	1,650,000	20%	2,475,000	20%	4,950,000
		<u>8,250,000</u>		<u>12,375,000</u>		<u>24,750,000</u>

Borrowing Costs - 100% of Town Share

Town Taxes	6,600,000	9,900,000	19,800,000
Reserve Allocations	-	-	-
Other Revenues			
Net to be Financed	<u>6,600,000</u>	<u>9,900,000</u>	<u>19,800,000</u>

Term (years)	25	25	25
Payments (per year)	2	2	2
Interest Rate	3.25%	3.25%	3.25%
Annual Payment (calculated)	<u>\$387,600</u>	<u>\$581,400</u>	<u>\$1,163,000</u>
Total Payments	<u>\$9,690,000</u>	<u>\$14,535,000</u>	<u>\$29,075,000</u>
Interest Paid	<u>\$3,090,000</u>	<u>\$4,635,000</u>	<u>\$9,275,000</u>
Impact on Town Tax rate	1.81%	2.72%	5.43%

Operating Impact - Deficit funding

Operating deficit	<u>-</u>	<u>-</u>	<u>-</u>
Impact on Town Tax rate	0.00%	0.00%	0.00%

Lifecycle Replacement

Capital cost	24,000,000	24,000,000	24,000,000
Annual allocation (years)	50	50.00	50
	<u>480,000</u>	<u>480,000</u>	<u>480,000</u>
Impact on Town Tax rate	2.24%	2.24%	2.24%

Total Tax Impact Borrowing, Operating & Lifecycle

<u>4.05%</u>	<u>4.96%</u>	<u>7.67%</u>
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## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 10/17

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

**FROM:** Kerri Rice, Manager Recreation Programs & Events

**DATE OF REPORT:** April 27, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** 2017 Tecumseh Corn Festival

---

### **RECOMMENDATIONS**

It is recommended that:

1. Subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy 31, the Tecumseh Corn Festival, through a partnership with the Knights of Columbus #4375, be authorized to sell and serve alcoholic beverages for consumption by patrons at Lacasse Park from August 24, 2017 to August 27, 2017; and that
2. Relief be granted from the Noise By-law No. 2002-07, as amended, in order to permit the Tecumseh Corn Festival to operate loud speakers or sound amplifying equipment during the following time periods: Thursday, August 24, 2017 from 3:00 pm - 1:00 am; Friday, August 25, 2017 from 12:00 pm - 1:00 am; Saturday, August 26, 2017 from 12:00 pm - 1:00 am, and Sunday, August 27, 2017 from 12:00 pm – 7:00 pm; and further that
3. The Tecumseh Corn Festival be granted permission to use the municipal parking lots located at Town Hall (917 Lesperance Road) and Tecumseh Recreation Complex & Arena (12021 McNorton Street) for Festival visitor parking.

### **BACKGROUND**

The Tecumseh Corn Festival began in 1975 when the local Kinsmen Club, with the help of Green Giant of Canada Ltd. hosted a family oriented weekend event in Lacasse Park that would showcase and support the local farming community. The event continued to grow and has become an important part of the Town and the surrounding community by providing four fun filled days of family entertainment that brings the community together and showcases the beautiful Town of Tecumseh.

The Festival is led by a Committee of volunteers appointed by Town Council. With the help of hundreds of volunteers, community groups, businesses, non-profit organizations, and service groups, the Festival successfully services approximately 35,000 visitors each year. Over the past several years, the Tecumseh Corn Festival has been recognized as a "Top 100 Festival" by Festivals and Events Ontario.

At the Regular Council Meeting of December 11, 2012, the Members passed a motion (RCM-278/12), which reads as follows:

*THAT the Town Special Event Policy, as attached to the Parks and Recreation Report No. 31/12 dated October 12, 2012, be approved; as recommended by the Director, Parks and Recreation Services, under Report No. 31/12, dated December 3, 2012;  
AND FURTHER THAT the BIA Art of Eating is to be included on Schedule 'A' to the Town Special Event Policy.*

In accordance with Schedule "A" of the Town Special Events Policy, the Tecumseh Corn Festival is designated as a Town Special Event.

At the Regular Council Meeting of January 27, 2015, the Members passed a motion (RCM-28/15), which reads as follows:

*That the Outdoor Special Events Policy No. 85, as attached to the Recreation Report No. 1/15 be approved;*

The purpose of the Outdoor Special Events Policy is to provide Administration with guidelines for determining approved uses of Town facilities for outdoor events within municipal properties/parks to ensure events complement the municipal property and neighbouring residents. The policy identifies the type of permitted use for each of the parks and addresses other factors that impact events such as noise restrictions, road closures, parking, park maintenance, use of tents, electrical equipment and food/beverage servicing.

## **COMMENTS**

### **Schedule of Events**

In preparation for the 2017 Tecumseh Corn Festival, scheduled for August 24 to August 27, 2017 at Lacasse Park, Administration is working closely with the Committee to review requirements for this year's Festival. Preliminary plans for the 2017 Tecumseh Corn Festival (Festival) include the following:

#### **August 21 - 23, 2017**

Site preparation for the Festival will begin at Lacasse Park on August 21, 2017. Parks staff will inspect the site to ensure no hazards exist. In addition, Parks staff will supply garbage and recycling containers as well as picnic tables required for the event. Additionally, Parks staff will arrange for the required gas/hydro locates to be completed. The Parks Department will assist the Festival organizers with the installation of the Town's temporary fencing and two 15' x 15' tents. Parks staff will ensure that any final improvements to the site be completed, including grass cutting, weed trimming and garbage collection.

The Committee will be responsible for coordinating volunteers and event staff to oversee and conduct the event layout and set-up. During this time, various event vendors will prepare booths and tents for the purposes of showcasing and selling their products and services in accordance with the direction of the Committee during the scheduled Festival operating hours.

#### **August 24 - 27, 2017**

The Festival operating hours will be:

Thursday, August 24, 2017	3:00 p.m. – 1:00 a.m. * Miss Tecumseh Pageant
Friday, August 25, 2017	12:00 p.m. – 1:00 a.m.
Saturday, August 26, 2017	12:00 p.m. – 1:00 a.m. * Parade
Sunday, August 27, 2017	12:00 p.m. – 7:00 p.m.

### **August 28, 2017**

The Committee will coordinate volunteers and event staff to clean up Lacasse Park and restore it to its condition for public use. The Parks Department will inspect the site on August 29, 2017 and ensure any further clean-up of the site be completed.

#### Municipal Alcohol Policy:

According to Policy No. 31, Municipal Alcohol Risk Management Policy:

*Section 3.1: Selling or consumption of alcohol on municipal property is ONLY permitted in conjunction with festivals or events where the organizers must:*

- I. rent a Town facility and adhere to the Facility Rental Agreement*
- II. obtain a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO)*
- III. adhere to all terms and conditions in this policy and the Liquor License Act of Ontario and*
- IV. submit an approved Safety Plan*

*Section 3.3: The only Town facilities available for events that include the sale or consumption of alcohol include:*

<b>Municipal Arena</b>	Mezzanine (Room Capacity 75) Centre Ice Room (Room Capacity 200) Horwood Room (Room Capacity 50)
<b>St. Clair Beach Optimist Community Centre</b>	A Room (Room Capacity 50) B Room (Room Capacity 50)
<b>Tecumseh Golden Age Club</b>	Auditorium (Room Capacity 148)
<i>Note: Tecumseh Town Council may change the designation of any municipal Park, Facility, or Street by resolution at its discretion.</i>	

During the Festival, the Committee will be coordinating a variety of food and merchandise vendors on-site. Through an agreement with the Knights of Columbus #4375, the Festival requests approval to operate under a liquor license in accordance with the Town's Municipal Alcohol Risk Management Policy to sell and consume alcohol. The licensed area is a significant component of the Festival in both a programming component and revenue generating opportunity. Town Administration has provided the Knights of Columbus with a copy of Policy No. 31 as well as information related to obtaining a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario.

#### Noise By-law:

According to Section 4 of By-law No. 2002-07, a by-law respecting the emission of sounds (Noise By-law):

*No person within the municipality shall emit or cause the emission of sound resulting from any act listed in Table 4-1, hereinafter set out, if clearly audible at a Point of Reception located in an area of the municipality within a prohibited time shown for such an area.*

	<i>Prohibitions Periods of Time</i>		
	<i>Residential Area</i>	<i>Agricultural Area</i>	<i>Commercial Area</i>
<i>4. The sound from or created by any radio, phonography, 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.</i>	<i>At all times</i>	<i>At all times</i>	<i>At all times</i>

<i>5. The operation of any auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.</i>	<i>At all times</i>	<i>10:00 p.m. to 8:00 a.m.</i>	<i>10:00 p.m. to 8:00 a.m.</i>
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Over the past several years, the Festival has received few complaints or concerns regarding the use of loud speakers or sound amplifying equipment and in the event issues are brought to the Festival's attention they have made efforts to address the concerns. The Festival is a tradition in the neighbourhood and many neighbouring residents embrace the event by hosting gatherings on their property to take in the Festival's musical entertainment.

It is recommended that Noise By-law No. 2001-07 be waived in order that the scheduled events outlined above may proceed with the use of loud speakers or sound amplifying equipment throughout the 2017 Tecumseh Corn Festival for the following dates and times.

Thursday, August 24, 2017	3:00 p.m. – 1:00 a.m.
Friday, August 25, 2017	12:00 p.m. – 1:00 a.m.
Saturday, August 26, 2017	12:00 p.m. – 1:00 a.m.
Sunday, August 27, 2017	12:00 p.m. – 7:00 p.m.

#### Event Parking:

The Committee will once again be working closely with Town Administration to coordinate green space parking locations at Lacasse Park for Festival volunteers, vendors, entertainers and visitors that require accessible parking. Since 2015, the onsite green space parking has generated additional revenue for the Festival and provides a convenient service for festival visitors.

Due to the vehicle traffic expected at the event, the Committee has requested the use of the municipal parking lots located at Town Hall and Tecumseh Arena & Recreation Complex as areas for Festival visitors to park vehicles during the event.

In an effort to assist the flow of traffic to the Festival's designated parking areas, Festival organizers will be utilizing temporary sandwich board signs and flags. The signs and flags will be placed in areas pre-approved by Town Administration.

## **CONSULTATIONS**

Special Event Resource Team  
 Director Financial Services & Treasurer



## **FINANCIAL IMPLICATIONS**

In accordance with RCM-278/12, the Festival is included as a Town Special Event and therefore the park and equipment rental fees have been applied and waived as noted in the following chart:

<b>Description</b>	<b>Fee</b>	<b>Waived</b>	<b>Charged to Festival</b>
Park Set-Up day (\$310 per day @ 3 days)	\$ 930.00	-\$ 930.00	\$ -
Security Fencing	\$ 1,050.00	-\$ 1,050.00	\$ -
Park Rental - Special Event (\$750 per day @ 4 days)	\$ 3,000.00	-\$ 3,000.00	\$ -
Park Take-Down day (\$310 per day)	\$ 310.00	-\$ 310.00	\$ -
<b>TOTAL</b>	<b>\$ 5,290.00</b>	<b>-\$ 5,290.00</b>	<b>\$ -</b>

Other costs associated with Departmental support and labour is absorbed in each Department's operating budget. This includes Parks, Public Works, Fire and OPP.

## **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:

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Kerri Rice  
Manager Recreation Programs & Events

Reviewed by:

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

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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

Attachment(s): 1.

KR





## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 11/17

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

**FROM:** Brett Palmer, Supervisor Recreation Programs & Events

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

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Canada 150 Celebration

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### **RECOMMENDATIONS**

It is recommended that:

1. Parks and Recreation Report No. 11/17, dated April 28, 2017, regarding the Canada 150 Celebration, be received for information.

### **BACKGROUND**

In 2016, the Town of Tecumseh introduced a Canada Day Celebration with much success. The community enjoyed an afternoon of free activities that included opening ceremonies with the singing of 'O Canada' (with both official languages incorporated) performed by a local student, Aboriginal dance and blessings, and words from Council. Other activities included a dog agility show, a 'mad' science presentation, exotic animal stage show, bouncing castle, face painting, balloon twisting, games, crafts, cupcakes and giveaways for those dressed in red and white.

### **COMMENTS**

To commemorate Canada 150, the following activities have been planned:

#### **Canada 150 Mosaic:**

Through the support of the *Ontario 150 Partnership Program*, the Town received a \$15,000 grant from the Ministry of Tourism, Culture and Sport to support the Youth Entrepreneur Engagement Program for a Canada 150 Mural Mosaic project. The mural is being created amongst all provinces and territories and includes approximately 400 tiles for the Town to paint. The Canada Mosaic 150 team of artists and facilitators will come and work with the Town and members of the community to create an ultimate two-day painting event. Every tile painted will be 4 inches x 4 inches in size, creating a unified community mural. The workshops will be held on June 19<sup>th</sup> at the Tecumseh Recreation Complex & Arena and on June 20<sup>th</sup> at Tecumseh Vista Academy. Once completed, the community mural will reside in the Town as a reminder of the 150<sup>th</sup> anniversary and the pride of the community and the nation. The mural mosaic will serve as a legacy for decades to come.

## **Canada Day Weekend Celebrations:**

The Tecumseh Parks and Recreation Department is coordinating a number of activities throughout the Canada Day weekend in celebration of Canada 150. Activities include:

Friday, June 30:

- A free recreational swim at the Tecumseh Leisure Pool from 1PM-3:30PM, sponsored by the Healthy Kids Community Challenge and the Tecumseh Youth Advisory Committee.
- Border City Barkers Dog Agility Show at Lakewood Park at 8:30PM.
- Fireworks display at Lakewood Park starting at dusk.

Saturday, July 1:

- Community celebration at Lakewood Park from 1PM-4PM with free family activities, including bouncy castles, demonstrations, games, giveaways, and more.

Sunday, July 2:

- Free outdoor concert at Lakewood Park starting at 1PM performed by the Windsor Symphony Orchestra Brass Quintet

Appendix A is the promotional flyer for the Canada Day Weekend celebrations and is posted on the Town's website.

## **Ontario 150 Partnership Program:**

"Supporting Youth Entrepreneurship" - which encourages organizations to partner with businesses to support youth entrepreneurship opportunities - was the priority area our grant application was approved under.

The following events and activities are being planned through this program to celebrate Canada and Ontario's 150<sup>th</sup> Birthdays.

The Youth Advisory Committee will be hosting a Career Fair in the Fall to provide area youths [high school] with an opportunity to interact and hear from persons working in various professions and sectors [ie: professional, education, legal, health care, local and municipal governments, research and development, industrial, retail, restaurant, commercial...] to assist them in deciding on further education paths and career goals.

Partnerships will be pursued to jointly host this and other events for our local youth, including a variety of professional organizations, local government and educational institutions, such as: the Association of Municipal Managers and Clerks of Ontario (AMCTO), Ministry of Municipal Affairs, the University of Windsor and St. Clair College. As dates become available, Administration will notify Council.

## **CONSULTATIONS**

Financial Services  
Corporate Services & Clerk

## **FINANCIAL IMPLICATIONS**

There are no financial implications linked to this report.

## **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:

---

Brett Palmer  
Supervisor Recreation Programs & Events

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. Canada Day Weekend Celebration Flyer

BP



## **Friday, June 30<sup>th</sup>**

**Free Swim at Tecumseh Leisure Pool – 1PM**

**Border City Barkers Dog Agility Show at Lakewood Park – 8:30PM**

**Fireworks Display at Lakewood Park – 10PM**

## **Saturday, July 1<sup>st</sup>**

**Free Family Fun Activities**

**1PM – 4PM**

**Lakewood Park**



## **Sunday, July 2<sup>nd</sup>**

**Windsor Symphony Orchestra Brass Quintet**

**1PM – 3PM**

**Lakewood Park**

**Visit [Tecumseh.ca](http://Tecumseh.ca) for event details**





## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department  
Report No. 12/17

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

**FROM:** Kerri Rice, Manager Recreation Programs & Events

**DATE OF REPORT:** May 10, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** St. Clair College Baseball

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### **RECOMMENDATIONS**

It is recommended that:

1. St. Clair College be authorized to sell and serve alcoholic beverages for consumption by patrons at the Lacasse Park Baseball Diamond during home games throughout the 2017 baseball season starting June 1, 2017 through to and including August 31, 2017, subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy 31.

### **BACKGROUND**

Starting in 2017, St. Clair College's [The College] new baseball franchise, *The St. Clair Green Giants*, [The Giants] will be playing out of the Lacasse Park ball diamond. The Giants will be one of 15 teams competing in the Great Lakes Summer Collegiate Baseball League and is the only Canadian franchise.

The Giants will play a 42-game regular season schedule that will include 21 home games beginning in June and playoffs will take place starting the second week of August.

The coaching staff of the Giants includes Head Coach Dave Cooper, Pitching Coach Rick Lindquist along with General Manager and Assistant Coach Chico LaBute.

### **COMMENTS**

Administration has met with representatives from the College to review its plans for the 2017 baseball season at Lacasse Park.

The current home game schedule for the Giants is:

Game 1 - June 7th Vs Lake Erie Monarchs  
Game 2 - June 8th Vs Muskegon Clippers  
Game 3 - June 9th Vs Muskegon Clippers  
Game 4 - June 20th Vs Grand River Loggers  
Game 5 - June 21st Vs Grand River Loggers  
Game 6 - June 22nd Vs Lake Erie Monarchs

Game 7 - June 23rd Vs Lake Erie Monarchs  
Game 8 - June 24th Vs Irish Hills Leprechauns  
Game 9 - June 25th Vs Irish Hills Leprechauns  
Game 10 - June 28th Vs Muskegon Clippers  
Game 11 - June 29th Vs Muskegon Clippers  
Game 12 - July 10th Vs Grand River Loggers

Game 13 - July 11th Vs Grand River Loggers  
Game 14 - July 12th Vs Lake Erie Monarchs  
Game 15 - July 13th Vs Lake Erie Monarchs  
Game 16 - July 14th Vs Irish Hills Leprechauns  
Game 17 - July 15th Vs Irish Hills Leprechauns

Game 18 - July 21st Vs Muskegon Clippers  
Game 19 - July 22nd Vs Muskegon Clippers  
Game 20 - July 27th Vs Irish Hills Leprechauns  
Game 21 - July 28th Vs Irish Hills Leprechauns

*In the event games are cancelled due to weather conditions or other reasons, games will be rescheduled within the Regular Season timeframe.*

As part of the 2017 baseball season, the College has requested permission to set up a licensed area within the ball diamond area in Lacasse Park for the purpose of selling and serving alcoholic beverages for consumption by patrons attending the games, as this is a typical service found at games within the league. The College intends to apply for a permit through the Alcohol and Gaming Commission of Ontario [AGCO].

According to Policy No. 31, Municipal Alcohol Risk Management Policy:

*Section 3.1:* *Selling or consumption of alcohol on municipal property is ONLY permitted in conjunction with festivals or events where the organizers must:*

- I. rent a Town facility and adhere to the Facility Rental Agreement*
- II. obtain a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario (AGCO)*
- III. adhere to all terms and conditions in this policy and the Liquor License Act of Ontario and*
- IV. submit an approved Safety Plan*

*Section 3.3:* *The only Town facilities available for events that include the sale or consumption of alcohol include:*

***Municipal Arena***

*Mezzanine (Room Capacity 75)  
Centre Ice Room (Room Capacity 200)  
Horwood Room (Room Capacity 50)*

***St. Clair Beach Optimist Community Centre***

*A Room (Room Capacity 50)  
B Room (Room Capacity 50)*

***Tecumseh Golden Age Club***

*Auditorium (Room Capacity 148)*

*Note: Tecumseh Town Council may change the designation of any municipal Park, Facility, or Street by resolution at its discretion.*

Town Administration has provided the College with a copy of the Municipal Alcohol Risk Management Policy No. 31, as well as information related to obtaining a Special Occasion Permit from the AGCO.

The College will be responsible to adhere to the requirements of the AGCO. In addition, the College will be responsible to adhere to the requirements of the Municipal Alcohol Risk Management Policy including the following:

- Provide the Town with a copy of the AGCO permit
- Provide the Town with a certificate of insurance naming the Town of Tecumseh as an additional named insured in the amount of \$5 million
- Provide the Town with a list of event staff that will be serving the alcoholic beverages
- Provide the Town with copies of the event staff Smart Serve certifications
- Provide the Town with a Safety plan

According to the Municipal Alcohol Risk Management Policy, Council may change the designation of any municipal Park Facility, or Street by resolution at its discretion.

Administration recommends that subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy, the College be authorized to sell and serve alcoholic beverages for consumption by patrons attending Lacasse Park for scheduled home games between June 1, 2017, through to and including August 31, 2017.

## **CONSULTATIONS**

Director Staff Services & Clerk

## **FINANCIAL IMPLICATIONS**

None.

## **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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Kerri Rice  
Manager, Recreation Programs/Events

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

KR



## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 16/17

**TO:** Mayor and Members of Council

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

**DATE:** May 17, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** County of Essex Agricultural Lot Size Study  
Related to Farm Lot Severances

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### **RECOMMENDATIONS**

It is recommended that:

1. Planning and Building Services Report 16/17 be received;
2. The minimum agricultural lot size of 40 hectares (98.8 acres) recommended by the County of Essex Agricultural Lot Size Study, be supported; and
3. The County Project Steering Committee and County Council be advised of Council's support of this recommended minimum agricultural lot size.

### **BACKGROUND**

On March 1, 2017, County Council was presented with the Agricultural Lot Size Study dated January 2017 ("the County Study"), which was prepared by Jones Consulting Group Ltd. and AgPlan Limited, on behalf of the County of Essex. This study was prepared as part of the County of Essex Official Plan review process. This study was undertaken to assist the County in determining the appropriate lot size for agricultural properties throughout the County and more specifically to determine the minimum lot size for consideration at the time of farm lot severances.

Prior to and subsequent to the preparation of the above-noted study, the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) requested that the County establish that the minimum size for agricultural lots be set at 40 hectares (98.8 acres). This minimum would apply to any new agricultural lots that were being proposed through the consent (severance) process.

Concerns were raised by members of County Council at the March 1, 2017 County Council Meeting regarding the proposed minimum lot area. Some members requested that the current minimum established in the County Official Plan of 20 hectares (49.4 acres) be maintained. After discussion by County Council, it was determined that additional review was required to determine if the newly proposed minimum lot area of 40 hectares (98.8 acres) was appropriate on a County-wide basis, as all lower tier municipalities would have to amend their Official Plans to conform to this minimum.

County Council directed that the findings of the County Study and in particular the proposed new minimum lot size be referred to each of the lower tier Councils for input. This input from lower tier Councils was to be provided back to the Project Steering Committee (comprising all lower tier planners including Mr. Hillman and Mr. Jeffery on behalf of the Town, the County Planner and the project consulting team). Ultimately, a recommendation from this Committee is to be provided back to County Council at some future date.

Subsequent to the direction from County Council, a meeting was held by the Project Steering Committee to coordinate matters. At this time, and based on the analysis that had been undertaken through the preparation of the County Study, the Steering Committee collectively prepared a memo in an effort to ensure that there is consistent information and details regarding the noted study provided to each municipal Council (see Attachment 1). A copy of the entire 200 page County Study is available for review in the Town's Planning and Building Services Department.

## **COMMENTS:**

### **Provincial Policy Statement**

*The Planning Act* establishes that Council, when making decisions that affect a planning matter, "shall be consistent with" the 2014 Provincial Policy Statement ("PPS") issued under *The Planning Act*. The PPS discourages lot creation in prime agricultural areas (Class 1, 2 and 3 soils), which includes the vast majority of Essex County.

Agricultural lot creation may be permitted provided:

#### *"2.3.4 Lot Creation and Lot Adjustments*

##### *2.3.4.1 Lot creation in prime agricultural areas is discouraged and may only be permitted for:*

- a) agricultural uses, provided that the lots are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain flexibility for future changes in the type or size of agricultural operations;*
- b) agriculture-related uses, provided that any new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services;*
- c) a residence surplus to a farming operation as a result of farm consolidation, provided that:*
  - 1. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*
  - 2. the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective; and*
- d) infrastructure, where the facility or corridor cannot be accommodated through the use of easements or rights-of-way.*

##### *2.3.4.2 Lot adjustments in prime agricultural areas may be permitted for legal or technical reasons.*

*2.3.4.3 The creation of new residential lots in prime agricultural areas shall not be permitted, except in accordance with policy 2.3.4.1(c)."*

### **OMAFRA Recommendation**

Representatives from OMAFRA support the 40 hectare (98.8 acres) minimum lot size for agricultural properties for several reasons, including but not limited to:

- Increased efficiency associated with the trends of larger farm operations;
- Increased public safety through the reduction of travel between smaller farm parcels that form part of a larger farm operation;
- No limitations to new farmers due to the fact that there are numerous options available to new farmers to utilize existing smaller parcels or portions of larger parcels;
- Remaining larger parcels will allow flexibility in that they are suitable to other farming uses, such as the raising of livestock;
- Increased demand for lots sized for greenhouse uses (therefore, it is prudent to protect the remaining few large farm parcels in the County. Less than 7% of the remaining agricultural lots in Essex County are 40 hectares (98.8 acres) or larger);
- Discourages the unwarranted fragmentation of agricultural land;
- Competition for smaller land parcels from non-farm residents increases with lower minimum farm parcel sizes; and
- Healthy agricultural industry is comprised of a variety of farm types that exist on a variety of parcel sizes.

### **Current Tecumseh Official Plan / Zoning By-law 85-18 Related to Agricultural Lands**

Under the current policies and zoning that governs agricultural lands in the Town of Tecumseh, the minimum lot area for newly created farm parcels (i.e. farm splits) is 19 hectares (46.9 acres).

Whatever minimum lot size is approved by the County of Essex will have to be incorporated by the Town in its new Official Plan in accordance with the provisions of the *Planning Act* which establishes that the lower tier Official Plan is to be consistent with the County Official Plan.

### **Administration's Review**

The County Study's analysis identified that there was no concrete evidence to suggest that smaller lot size opportunities in agricultural areas will improve or maintain flexibility for agricultural uses in the County of Essex. As noted above, approximately 93% of all agricultural properties in the County of Essex are smaller than 40 hectares (98.8 acres). In addition, 78.2% of all lots are less than 24 hectares (59.3 acres) in size, therefore, ample opportunities are available for farmers to utilize smaller agricultural lots.

The recommended 40 hectare (98.8 acre) minimum is part of a need to protect the County's land resource for its long term value for agricultural production and to create a diverse range of lot sizes for acquisition over time. As noted, agricultural lot size diversity is currently available, and should be maintained, including large farm parcel sizes. The intent is to protect the few remaining larger parcels which are desirable to a certain segment of the farm community, just as smaller farm lots might be desirable to another segment of the farm community. These smaller farm parcels are

currently in relative abundance. Diversity of farm lot sizes gives the region an economic/competitive edge when compared to other regions.

It should also be noted that while the 40 hectare (98.8 acre) minimum requirement will act as a determinant when considering the division of farm lots, it **does not** mean that one must have 40 hectares (98.8 acres) in order to legally conduct any of the uses permitted in the Agricultural Zone. The proposed lot size will have no impact on the ability of someone wanting to begin or continue an agricultural operation on any of the existing lots that are smaller than 40 hectares (98.8 acres). This is the same situation that currently exists with the minimum lot size requirement of 19 hectares (46.9 acres) insofar as legally existing lots in the agricultural area are able to be used for all the uses permitted the Agricultural Zone, regardless of size.

### **Conclusion**

Based on all of the foregoing, and having regard to the Project Steering Committee Memo dated April 12, 2017 (see Attachment 1), it is recommended that the Town support the recommended minimum agricultural lot size of 40 hectares (98.8 acres) and that the Project Steering Committee and County Council be advised of Town Council's support.

### **CONSULTATIONS:**

Manager of Planning Services, County of Essex  
 County of Essex Project Steering Committee

### **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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Chad Jeffery, MA, MCIP, RPP  
Manager Planning

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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

BH/ed

Attachments:      1. Project Steering Committee Memo, dated April 12, 2017

File Name (R:\Planning Reports\Planning Report 16-17- County of Essex Agricultural Lot Size Study, Town Recommendations.docx

**Attachment 1**  
County of Essex Agricultural Lot Size Study  
Related to Farm Lot Severances  
**Project Steering Committee Memo, dated April 12, 2017**

**MEMO**

DATE: April 12, 2017

FROM: County of Essex Agricultural Lot Size Study Steering Committee

TO: Local Municipal Councils

During the review of the recently approved County of Essex Official Plan (2014), it was identified that there were inconsistent minimum sizes related to the creation of agricultural parcels throughout the County. The Ontario Ministry of Agriculture, Food and Rural Affairs requested that the County include a 40 hectare minimum agricultural lot size. However, as part of the Official Plan review, County Council determined that a separate analysis was required to assist the County in determining the most appropriate minimum parcel size for all types of agricultural lots on a County-wide basis. In the interim, the existing lower-tier Official Plan agricultural lot creation policies would remain in effect. The Jones Consulting Group and AgPlan Ltd. were retained by the County to complete the study. The Manager of Planning Services and the local planners from each of the lower tier municipalities, formed a Steering Committee to review the progress of the study and provide guidance throughout the project.

Upon completion of the research and analysis, the study recommended that in the absence of conclusive evidence that smaller agricultural lot sizes would improve the agricultural industry in the County, and/or maintain flexibility for future changes in the type or size of agricultural operations, that the Provincial standard of 40 hectares (100 acres), as recommended by the Ontario Ministry of Agriculture, Food and Rural Affairs, be maintained. The Steering Committee reviewed the study at length with the consultants, and concurs with its methodology, conclusions and recommendations.

The study, along with an administrative report, was presented to County Council at its meeting of March 1, 2017. The report recommended that County Council authorize administration to prepare an amendment to the County of Essex Official Plan that would implement the recommendations of the study. After considerable discussion, County Council requested that the local planners have an opportunity to discuss the study with their local Councils, and that the planners then return to the Steering Committee with comments for consideration.

The Steering Committee has prepared this memo in an effort to ensure that there is consistent information and details about the study being provided to each local Council. This will ensure that the conclusions and recommendations of the study are correctly interpreted and understood.

The following items are considered key points by the Steering Committee:



1. The study is comprehensive, scientifically based, and developed on sound planning principles with current data from respected sources.
2. The study recommendation for a 40 hectare minimum lot size applies only to lot creation in the agricultural designation. This does not imply that every lot being used for agriculture must now be a minimum of 40 hectares in size.
3. The proposed minimum lot size will have no impact on the ability of any individual to begin or continue a farming operation of any kind (including greenhouses, fruits and vegetables, cash crops, etc.) on any of the thousands of existing farm parcels of many shapes and sizes located throughout the County. There are a sufficient number of lots in varying sizes, for every type of agriculture, without requiring further fragmentation of the lot fabric.
4. There are almost 19,000 existing lots in the agricultural designation in Essex County. Less than 3%, or only 520 lots, are 40 hectares (100 acres) in size or larger.
5. The average farm operation size for all farming types, including greenhouses, is increasing and the principal crop in Essex County continues to be field crops, which requires larger land areas.
6. High-tech farming operations are becoming more common, and are generally established on larger holdings. Having to assemble several smaller parcels to create a large enough holding creates an impediment in the ability to attract these types of operations to the County. The availability of larger parcels provides the County with a competitive advantage.
7. The existence of additional smaller lots creates competition between farmers and non-farmers, thereby artificially escalating the price per hectare and results in an impediment to the agricultural community.
8. The cumulative effect of more severances is undoubtedly more residential uses in the agricultural area. There is an economic impact on the municipality through increased pressure for the provision of services over a wider area.
9. The protection of agricultural land has been evolving since the establishment of The Foodland Guidelines in 1978. Subsequent provincial policy through to today's Provincial Policy Statement has shifted to increased levels of protection through increased restrictions on severances.
10. The Provincial Policy Statement discourages lot creation in prime agricultural areas in order to maintain flexibility for future changes in the type or size of agricultural operations. In our view, the question is not whether smaller lot sizes can be justified, but rather, whether protecting larger lot sizes better protects agriculture in the County.

11. Agricultural land is a resource with an economic value. There are long term implications to that value depending on how the resource is managed. There is a need to protect the public interest and the public good by ensuring flexibility for agriculture in the future.
12. Agricultural land is a depleting resource that needs to be protected. Protection policies have evolved in the past for natural heritage lands, wetlands, woodlots and agricultural lands. A mix of agricultural lot sizes allows for better protection and preservation of the resource. Increasing the number of lots will not afford this protection.
13. The consultant undertook an extensive public engagement process to solicit the views of various local and provincial farming organizations, as well as hosting an open house in an attempt to obtain the views and opinions of the general public.
14. Any Official Plan policy can be reviewed and revisited. If the study recommendation was adopted through an Official Plan amendment, the impact of the policy can be monitored over the course of time and discussed during the next mandatory review and update of the Official Plan.
15. It is recommended that the County prepare a draft Official Plan amendment that reflects the conclusions and recommendations contained in the study, and proceed through a Planning Act process that would include holding a public meeting to hear comments about the proposed amendment.

The undersigned members of the Steering Committee (by the “Original Signed” notation) support the conclusions and the recommendations contained in the Essex County Agricultural Lot Size Study.

**ORIGINAL SIGNED**

\_\_\_\_\_  
William King  
County of Essex

**ORIGINAL SIGNED**

\_\_\_\_\_  
Ray Duhamel  
Jones Consulting

**ORIGINAL SIGNED**

\_\_\_\_\_  
Larry Silani  
Town of LaSalle

**ORIGINAL SIGNED**

\_\_\_\_\_  
Allen Burgess  
Town of LaSalle

**ORIGINAL SIGNED**

\_\_\_\_\_  
Brian Hillman  
Town of Tecumseh

**ORIGINAL SIGNED**

\_\_\_\_\_  
Chad Jeffery  
Town of Tecumseh

**ORIGINAL SIGNED**

\_\_\_\_\_  
Rebecca Belanger  
Town of Amherstburg

**ORIGINAL SIGNED**

\_\_\_\_\_  
Kim Darroch  
Town of Lakeshore

**ORIGINAL SIGNED**

\_\_\_\_\_  
Robert Brown  
Town of Kingsville

**ORIGINAL SIGNED**

\_\_\_\_\_  
Danielle Truax  
Municipality of Leamington

\_\_\_\_\_  
Jeff Watson  
Town of Essex



development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered owners and tenants of land and buildings within the CIP Area. Attachment 1 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.

### Proposal

On May 16, 2017, Town Administration held a pre-consultation meeting with the owner of the commercial property located on the southwest side of the Lesperance Road/First Street intersection (1125 Lesperance Road) (see Attachments 2 and 2A for location). The subject property is currently occupied by a commercial building and associated parking lot and loading areas. The site has been occupied by a variety of commercial/retail uses over the past several decades (see Figure 2 below).



**Figure 2:** Existing building proposed for façade improvements. View: Looking southerly from Lesperance Road

The owner is proposing to undertake improvements (comprising new exterior lighting, windows, doors and awnings) to the current façade of the existing building on the property (see Attachments 3 and 3A) and met to determine if these improvements would qualify for financial incentives under the CIP. Building façade improvements are contemplated by the CIP subject to the proposed improvements meeting the design guidelines by the *Building Façade Improvement Grant Program*.

## **COMMENTS**

### Proposed Grant Details

Based on the foregoing proposal, the owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the *Building Façade Improvement Grant Program* in the amount of \$15,000.

The requested amount of \$15,000 for the *Building Façade Improvement Grant Program* represents the maximum allowable monetary incentive per property established in the CIP for this program. The program allows for a maximum matching grant of up to 50% of the total eligible costs associated with improvements made to a property's parking lot (up to the noted maximum of \$15,000).

As required by the CIP, the owner has provided two reliable cost estimates for the proposed building façade improvement works, as identified below:

- |                                  |                  |                |
|----------------------------------|------------------|----------------|
| 1. Lighting Boutique             | - \$2,925 + HST  |                |
| Expert Electrical Solutions Inc. | - \$3,950 + HST  |                |
| Windsor Tent and Awning          | - \$12,319 + HST |                |
| D&M Glass & Mirror Ltd.          | - \$8,730 + HST  |                |
| Canadian Lighting and Sign       | - \$950 + HST    |                |
| Suburban Homes                   | - \$6,500 + HST  |                |
| Total                            |                  | \$35,374 + HST |
| 2. James Sylvestre Enterprises - |                  | \$45,000 +HST  |

The Planning, Design and Architectural Grant Program application has been reviewed/evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that the application be approved and be deemed eligible in accordance with Section 11.3 (5) of the CIP.

### Next Steps

Upon Council approval, a letter from the Town to the applicant advising of Council's approval will represent a grant commitment. The CIP establishes the following:

- i) Upon completion of the proposed development, Town Administration will conduct a final inspection to ensure that the works have been completed in accordance with the details provided in the application and that all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met the aforementioned grant amount will be provided to the owner;
- ii) the application may be cancelled if work does not commence within a six month period or if the approved works are not completed within a one-year period from the date of Council approval; and
- iii) extensions will be considered on a case by case basis.

### CONSULTATIONS

Director Financial Services & Treasurer  
Deputy Treasurer & Tax Collector  
Manager Building Services & Chief Building Official  
Fire Prevention Officer

## **FINANCIAL IMPLICATIONS**

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. The \$417,000 is the sum of annual maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2017 budget includes CIP grant funding of \$75,000. An additional \$138,738 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$213,738 in funds available for 2017. Funds have been allocated to one other CIP grant fund application that was approved in early 2017, thus the current available funding total is \$135,618.

Upon approval of the recommendations of this report, remaining available program funds for 2017 will be \$120,618 as referenced in the table in Attachment 4.

## **LINK TO STRATEGIC PRIORITIES**

No.	2016-17 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:

---

Chad Jeffery, MA, MCIP, RPP  
Manager Planning

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

Reviewed by:

Reviewed by:

---

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

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

ED

Attachment(s):

1. CIP Support Programs and Incentives Summary
2. Property Location in Relation to CIP Study Area
- 2A. Property Location, Detail View
3. Architectural Rendering Detail 1
- 3A. Architectural Rendering Detail 2
4. CIP Incentives Financial Summary

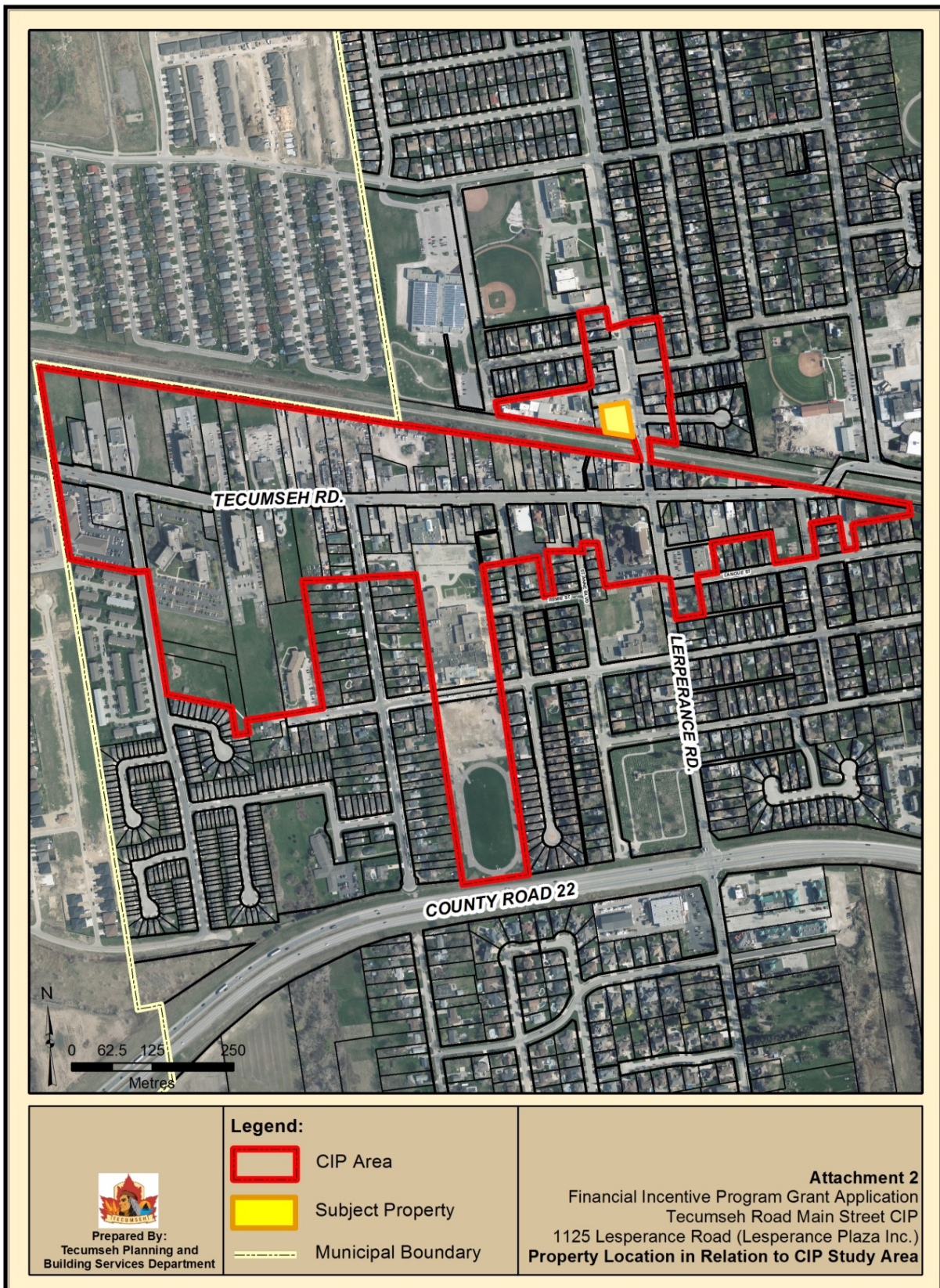
File Name (R:\Tecumseh Road Main Street CIP\D18 CIPFIP\1300-1310 Lesperance Road, Masotti Apartments\Planning Report 13-16 CIP Grant Program 1300-1310 Lesperance Road.docx)



**Attachment 1**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
1125 Lesperance Road (Lesperance Plaza Inc.)  
**CIP Support Programs and Incentives Summary**

**11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY**

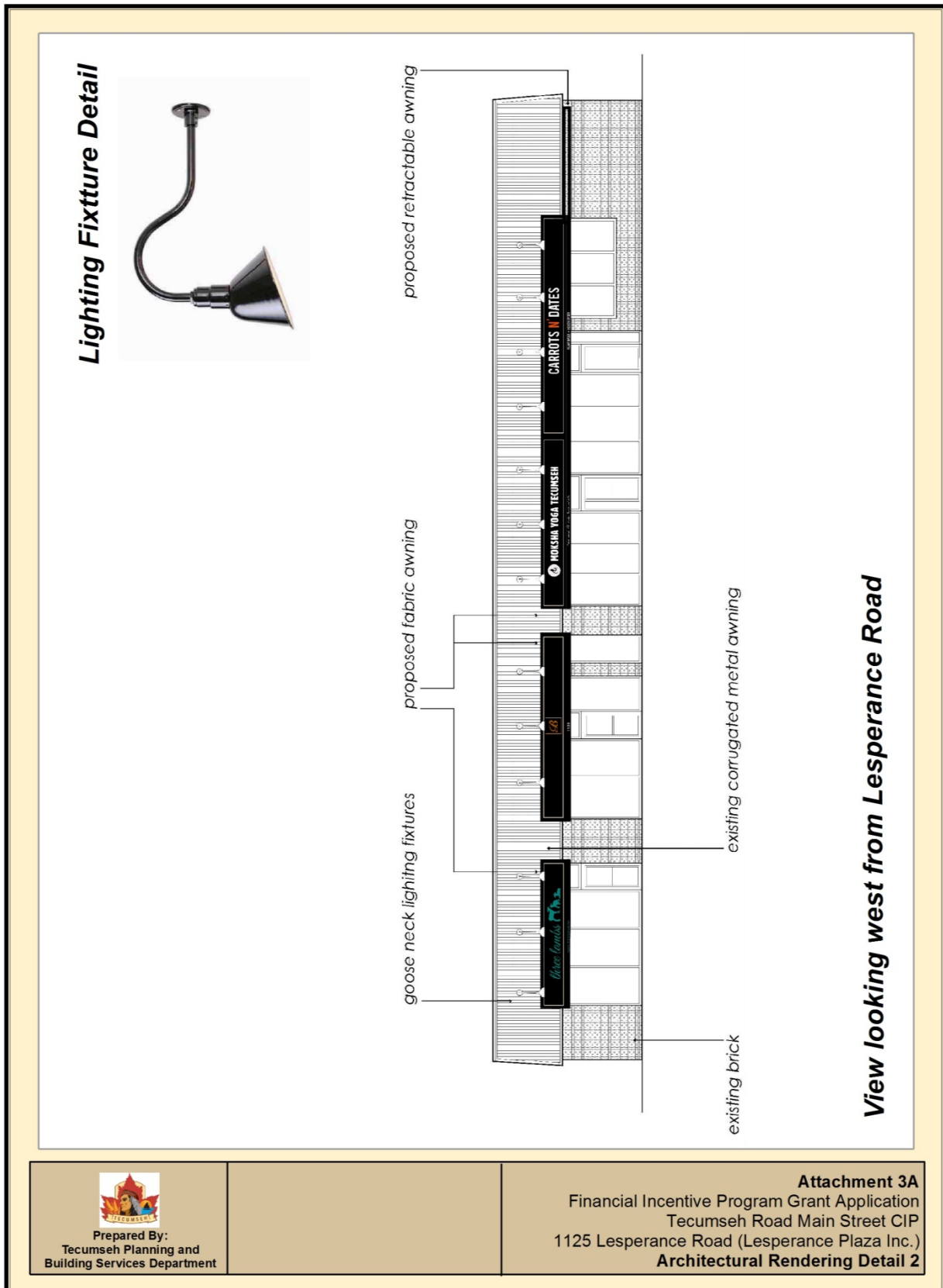
Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of \$3,000 with a maximum of one study per property.	\$15,000
Planning Application and Permit Fee Grant Program	Grant will be provided for 100% of the normal application or permit fees paid by the applicant to a maximum of \$2,000 for approved projects.	\$10,000
Development Charges Grant Program	One-time grant of an amount equivalent to the Town of Tecumseh Development Charge for the buildings being constructed.	\$200,000
Building Façade Improvement Grant Program (BFIP)	Matching grant of 50% of the cost of eligible façade improvements to existing commercial properties to a maximum grant of \$15,000, with a maximum of one grant per property per year. Improvements must cost \$2,000 or greater to be eligible.	\$45,000
Building and Property Improvement Grant Program (BPIG)	Amount to be determined based upon the incremental increase in the municipal taxes that results from the work being completed.	N/A
Building Rehabilitation Loan Program (BRLP)	Loan equivalent to a proportion of the work value and on a matching funds basis, to a maximum of 50% of eligible costs. The maximum loan is \$15,000.	N/A
Residential Grant Program (RGP)	Grant equal to the cost of rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space rehabilitated or constructed, to a maximum grant of \$20,000 per unit.	\$100,000
Parking Area Improvement Program (PAIP)	Matching grant of 50% of the cost of eligible parking area improvement work to a maximum grant of \$10,000, with a maximum of one grant per property per year.	\$30,000
Sidewalk Café Grant Program	One-time grant of 50% of the cost, up to a maximum of \$2,000 for the design of a sidewalk café. Additionally, the Town will provide eligible candidates an annual grant of 50% of the costs for related work, up to a maximum of \$2,000.	\$12,000
Mural/Public Art Program	One-time grant of a maximum of \$1,000.	\$5,000











**Attachment 4**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
1125 Lesperance Road (Lesperance Plaza Inc.)  
**CIP Incentives Financial Summary Charts**

<b>CIP Incentives Summary - Year-to-Date May 17, 2017</b>				
<b>Grant Program</b>	<b>Annual Program Allocation Limit</b>	<b>Projects Committed</b>	<b>Projects Proposed</b>	<b>Paid</b>
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ -	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ 15,000	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ 78,120	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -	\$ -	\$ -
	<b>\$ 417,000</b>	<b>\$ 78,120</b>	<b>\$ 15,000</b>	<b>\$ -</b>
<b>Actual Budget Allocations:</b>				
2017	\$ 75,000			
Prior Years - Carry-forward	\$ 138,738			
<b>Total Available for 2017</b>	<b>\$ 213,738</b>			
2017 Annual Funding Shortfall including carry-overs	\$ (203,262)			
Total Available for 2017 less Projects Committed		<b>\$ 135,618</b>		
Remaining Available less Projects Proposed			<b>\$ 120,618</b>	

<b>CIP Approved Projects and Funding Since Inception</b>										
<b>Project Code / Year</b>	<b>Project Name</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>Total</b>
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120
	<b>Total</b>	<b>\$ 1,475</b>	<b>\$ 2,000</b>	<b>\$ 238,907</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 244,382</b>





## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 18/17

**TO:** Mayor and Members of Council

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

**DATE:** May 17, 2017

**DATE TO COUNCIL:** May 23, 2017

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

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### **RECOMMENDATIONS**

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 and in keeping with Planning and Building Services Report No. 18/17, 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).

Planning and Building Services Report No. 14/17 (Report 14/17) summarized the nature of the comments received at the public meeting and recommended a course of action with respect to the proposed Official Plan and Zoning By-law amendment applications (see Attachment 2). At the May 9, 2017 Regular Council Meeting, Report 14/17 was simply received by Council and the associated

Official Plan and Zoning By-law Amendments were referred back to Administration with the consent of the three parties involved in these matters, being the applicant Mr. Bernat, the abutting westerly property Ms. Campeau and the Town (“the Parties”).

Over the past week, the Parties have met and arrived at a consensus. All Parties were represented by their respective legal counsel (Mr. Goldberg for Bernat, Mr. Mullins for Campeau, and Mr. Hooker for the Town). The outstanding issue was with respect to the shared access driveway that is proposed between the Bernat property and the Campeau property along with a pedestrian pathway that is proposed to extend along this driveway from Tecumseh Road southerly to connect with future development lands to the south and southwest.

The Parties agreed that an easement along with appropriate agreements will facilitate the foregoing design objectives, which will ultimately be formalized at the time of condominium approvals and/or the execution of appropriate site plan agreements. For clarity sake, the following wording will be added to the draft Official Plan Amendment that was referred back to Administration at the May 9, 2017 RCM and that is being recommended for adoption at the May 23, 2017 Regular Council Meeting:

*“An easement for public pedestrian access shall be granted to the Town respecting the pedestrian pathway at such time as development occurs on 11941 Tecumseh Road and on the lands immediately abutting 11941 Tecumseh Road to the south, warranting a pedestrian connection or as otherwise determined by the Town. The easement and any related development agreements shall contemplate that the pedestrian pathway is constructed by the owner and maintained by the Town.”*

In addition, Mr. Mullins requested that as part of the resolution of issues, that Ms. Campeau's Official Plan and Zoning By-law amendment applications be advanced to Council in an expeditious manner. These applications propose the future redevelopment of the Campeau property in a manner consistent with the Bernat proposal. Accordingly, Town Administration is preparing a brief summary of the Campeau applications under a separate Planning and Building Services Report (to be tabled at the May 23 Regular Council Meeting), seeking authorization to proceed to a public meeting in accordance with the provisions of the *Planning Act*.

## **COMMENTS**

The final design solution specifically relating to the shared access driveway and pedestrian access pathway arrived at by the Parties is consistent with that which had been proposed under Report 14/17. Accordingly, having regard to the more detailed analysis contained in Report 14/17, the consensus of the Parties and the addition of the previously noted wording to the draft Official Plan Amendment, 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.



Planning and Building Services Report 18/17  
 Official Plan and Zoning By-Law Amendments – Final Recommendation  
 2253246 Ontario Inc. (Mr. Carl Bernat)  
 11957 Tecumseh Road  
 OUR FILE: D19 BERNAT  
 May 23, 2017

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## **CONSULTATIONS**

Director Public Works and Environmental Services  
 Manager Engineering Services  
 Town Solicitor

## **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 and Building Services Report 18/17  
Official Plan and Zoning By-Law Amendments – Final Recommendation  
2253246 Ontario Inc. (Mr. Carl Bernat)  
11957 Tecumseh Road  
OUR FILE: D19 BERNAT  
May 23, 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:

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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

/bh

Attachments: 1. Property Location, with Draft Site Plan Overlay  
2. Planning and Building Services Report No. 14/17

File Name (R:\Official Plan Amendments, former Tecumseh\Bernat 5 Storey Apartment Tec Rd CIP\Planning Report 18-17- D19BERNAT- Report to Council re. Follow up to Report 14-17.docx

Planning and Building Services Report 18/17  
 Official Plan and Zoning By-Law Amendments – Final Recommendation  
 2253246 Ontario Inc. (Mr. Carl Bernat)  
 11957 Tecumseh Road  
 OUR FILE: D19 BERNAT  
 May 23, 2017





**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

Planning and Building Services  
Report No. 14/17

**Attachment 2**  
**2253246 Ontario Inc. (Mr. Carl Bernat)**  
**11957 Tecumseh Road**  
**Planning Report 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

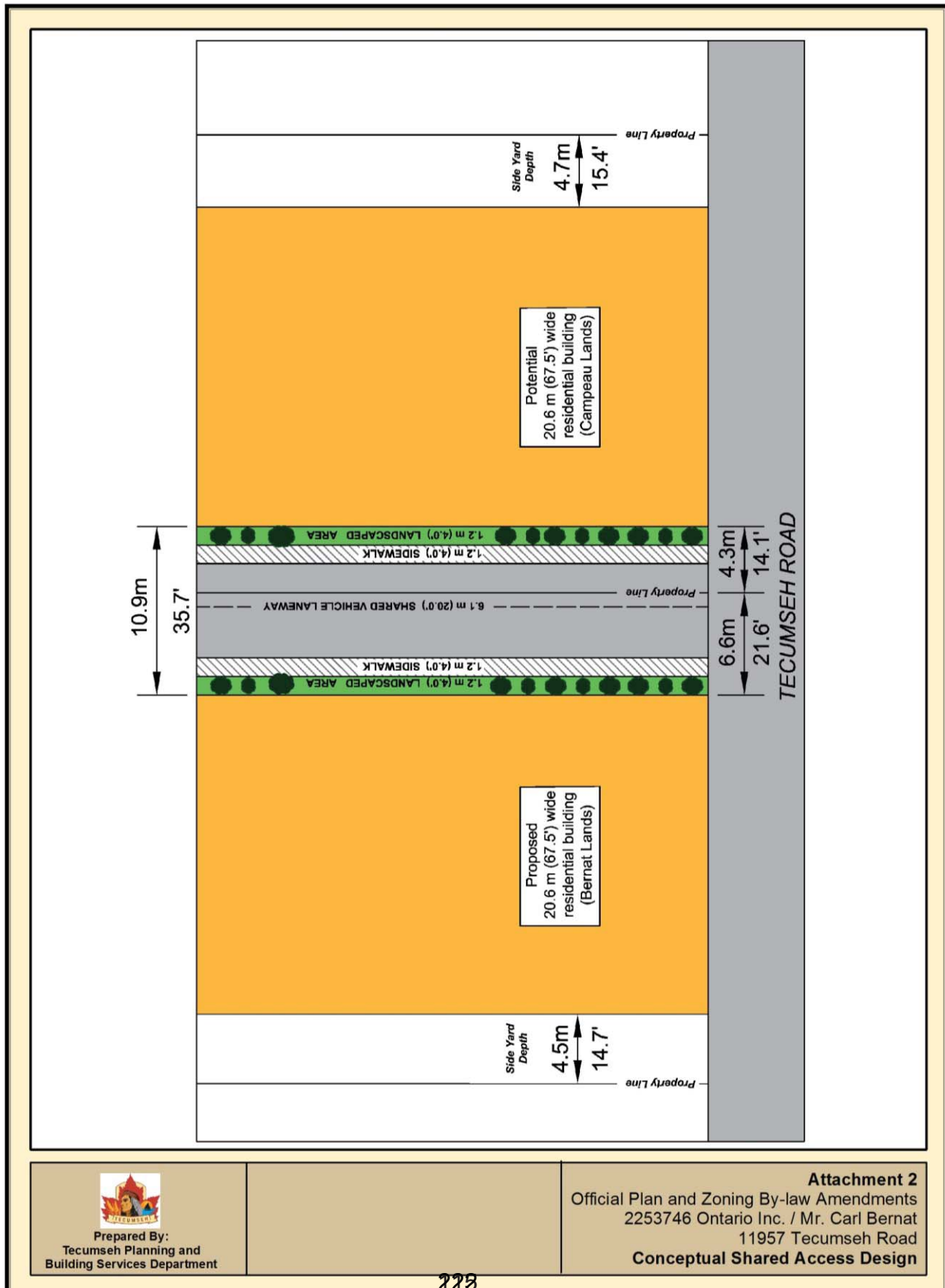
Attachments: 1. Property Location, with Draft Site Plan Overlay  
2. Conceptual Shared Access Design

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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  
 2253246 Ontario Inc. (Mr. Carl Bernat)  
 11957 Tecumseh Road  
 OUR FILE: D19 BERNAT  
 May 9, 2017



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





## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 19/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** May 17, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Official Plan and Zoning By-Law Amendments  
Ms. Loretta Campeau  
11941 Tecumseh Road  
Proposed 5-Storey Apartment Building  
OUR FILE: D19 CAMPEAU

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### **RECOMMENDATIONS**

It is recommended that:

1. The scheduling of a public meeting, to be held on Tuesday, June 27, 2017 at 6:00 p.m., in accordance with *The Planning Act* for applications submitted by Mr. Paul Mullins, Solicitor on behalf of the property owner, Ms. Loretta Campeau, for a 0.43 hectare (1.1 acre) parcel of land situated on the south side of Tecumseh Road (11941 Tecumseh Road), approximately 80 metres west of its intersection with Shawnee Road, to amend the Tecumseh Official Plan and Tecumseh Zoning By-law 1746 by:
  - i. Establishing a new site-specific policy in the “General Commercial” designation; and
  - ii. Rezoning the subject property from “General Commercial Zone (C3)” to a new site-specific “General Commercial Zone (C3-14)” zone;

to facilitate the potential development of the lands for a multi-unit apartment building of up to five storeys in height and up to 51 residential dwelling units (assuming 119 units/ha) and one live/work unit and having a similar design and layout as that which is being contemplated for the lands located to the immediate east at 11957 Tecumseh Road, be authorized.

### **BACKGROUND**

#### **Property Location and Surrounding Land Uses**

Ms. Loretta Campeau (“the Owner”) owns a 0.43 hectare (1.1 acre) parcel of land situated on the south side of Tecumseh Road (11941 Tecumseh Road, “the Campeau Property”), approximately 80 metres west of its intersection with Shawnee Road (see Attachment 1).

The subject property is situated within the Tecumseh Road Main Street Community Improvement Plan (“CIP”) Area. The relative narrowness and significant depth of the subject property presents



challenges to its development. It and the surrounding area are an illustration of why Council undertook the CIP – it is an area that has underutilized lands, fragmented ownership, is pedestrian unfriendly, possesses a poor quality of urban design, contains inappropriate land uses for a main street context and lacks north-south connectivity. In summary, the area has many of the characteristics of one that is in a state of “transition”.

Abutting the subject property to the east is a vacant property that has recently been proposed for a five-storey multi-unit residential development (see Attachment 1A). Farther to the east, at the southwest corner of Tecumseh and Shawnee Roads, is a restaurant while a bowling alley occupies the southeast corner of this intersection. This intersection and surrounding commercial uses represent the beginning of a transition to predominately commercial uses as one moves easterly along Tecumseh Road.

A tier of single unit detached residential dwelling lots exists along both sides of Shawnee Road south of the tier of commercial uses fronting Tecumseh Road. The rear of two of these residential lots abuts the south-eastern side lot line of the subject property. Vacant or underutilized residentially designated lands exist to the southwest of the subject property. Farther to the south is a multi-unit dwelling owned by the Windsor-Essex Housing Authority with frontage on and access to/from Arbour Street.

Abutting the subject property to the west is a commercial lot that is occupied by a restaurant and a vacant single unit dwelling that has been used for commercial purposes (beauty salon). Farther to the west are two high density apartment buildings – a seven storey building containing 99 units and a six storey building containing 149 units.

Directly across Tecumseh Road to the north is a mix of commercial and residential uses including a used car sales establishment lot, some specialty retail, a single unit dwelling, a Bell station and a Canada Post office. Farther to the west, on the north side of Tecumseh Road, is another apartment dwelling containing 53 units within six storeys with commercial uses occupying the ground floor. These commercial uses have no relationship to the street; rather they are facing the on-site parking lot along the side of the building.

### **Proposed Use and Proposed Amendments**

Council recently held a public meeting pertaining to proposed Official Plan and Zoning By-law Amendments associated with a proposed five-storey, multi-unit residential development proposed for the property that abuts the subject property to the immediate east (11957 Tecumseh Road, “the Bernat property”). At this meeting, Mr. Mullins, solicitor for Ms. Campeau, indicated that his client was interested in developing the subject property in a similar manner as that proposed on the Bernat property. Leading up to and following that public meeting, Administration has participated in various meetings with Mr. Mullins regarding the potential redevelopment of the Campeau property.

Although concept plans for the Campeau property have not been prepared, Mr. Mullins has advised that they foresee a development that would match the style and scale that is proposed for the Bernat property to the immediate east. For information purposes, the architectural renderings of the Bernat property are attached as Attachments 2A and 2B.

Administration generally supports the development of the Campeau property in this manner and recognizes the opportunity for a shared access that would improve the functionality and developability of both properties. This shared access driveway along the mutual lot line of the Campeau and Bernat properties has been the subject of considerable discussion between the Town and these property owners. In addition a pedestrian pathway is proposed along this same corridor that is proposed to extend along this driveway from Tecumseh Road southerly to connect with future development lands to the south and southwest. This connectivity is an objective of the Tecumseh Road CIP. The details of the discussion between the Town and the property owners in relation to the Bernat Official Plan and Zoning By-law amendments are the focus of Planning and Building Services Report No. 18/17.

The current Official Plan designations applying to the property (“General Commercial” for the northern half of the property and “Residential” for the southern half), contemplate apartment buildings of this nature, however, based on the policies, design standards and density figures currently established for these designations, an amendment to the Official Plan is required. The current “General Commercial Zone (C3)” which applies to the subject property also permits this type of development, however it establishes minimum yard requirements that are different from that which would be required to permit a similar development as that which is proposed on the Bernat property.

Based on the foregoing, Mr. Mullins filed applications with the Town on behalf of Ms. Campeau to amend the Tecumseh Official Plan and the Tecumseh Zoning By-law 1746 in order to establish a site-specific land use policy in the Official Plan and site-specific zone provisions in the Zoning By-law in order to facilitate the development of the Campeau property with an apartment building of up to five storeys in height and up to 51 residential dwelling units (assuming 119 units/ha) and one live/work unit and having a similar design, layout and provision of parking as that which is being contemplated on the Bernat property.

More specifically, the proposed Campeau amendments would permit the following:

- i) A five-storey building comprising a maximum of 51 dwelling units and one live-work unit that would occupy the front of the first floor of the building at Tecumseh Road;
- ii) The fifth floor will have fewer units than the other floors as the northerly and southerly units will be recessed to reduce building massing along Tecumseh Road and to minimize the impact of the height on the residential areas to the south and southeast;
- iii) There will be no minimum front yard requirement in order to position the building close to Tecumseh Road in keeping with a main street built form and the objectives of the CIP;
- iv) The associated parking area will occupy the southern/rear portion of the property with direct access onto Tecumseh Road. As noted above, this access will be shared with the Bernat property;

- v) Pedestrian pathway/sidewalk access from Tecumseh Road extending to abutting property to the south of the Campeau property with final details to be resolved during the site plan approval process; and
- vi) Associated landscaped areas primarily within the easterly side yard.

### **Tecumseh Zoning By-law 1746**

The subject property is currently zoned “General Commercial Zone (C3)” on Schedule “A”, Map 1 of Tecumseh Zoning By-law 1746 (see Attachment 5). As noted above, the current zoning contemplates multi-unit residential uses in the C3 zone however the provisions are written in a manner that seemingly only apply to existing buildings and accessory residential dwelling units above commercial uses. The proposed zoning by-law amendment would place the subject property into a site specific “General Commercial Zone (C3-14)” that would facilitate the proposed development.

The proposed zoning will establish minimum yard depths in order to accommodate a development that is similar to that proposed on the Bernat property. In addition, the proposed zoning will permit an apartment building containing not greater than five storeys with 51 dwelling units, along with one live-work unit at the front of the building. The proposed zoning would also establish restrictions to ensure that any potential fifth floor of the building will be setback from the front and rear main wall of the second to fourth storeys.

### **Additional Planning Approvals**

In addition to the aforementioned planning applications, it should also be noted that approval of a Plan of Condominium by the County of Essex and the execution of a site plan control agreement with the Town will be required prior to the any development proceeding. These applications will only proceed if the subject property is successfully redesignated and rezoned to permit the potential apartment building.

### **COMMENTS**

As noted in Planning and Building Services Report No. 18/17, Mr. Mullins requested that Ms. Campeau's Official Plan and Zoning By-law amendment applications be advanced to Council in an expeditious manner as part of the resolution of issues pertaining to the Bernat property's associated Official Plan and Zoning By-law amendments. More specifically, Mr. Mullins requested that the Campeau applications be presented to Council at the May 23, 2017 RCM and that authorization be sought for the scheduling of a public meeting in accordance with the provisions of the *Planning Act*. Mr. Mullins support for the Bernat Official Plan and Zoning By-law amendments is somewhat tied to the advancement of the Campeau Official Plan and Zoning By-law amendments. As previously noted, these abutting properties are envisioned to be developed in a similar manner and one that relies on a considerable level of coordination with respect to their layout and design.



Administration agrees that advancing the Campeau Official Plan and Zoning By-law amendments in a timely manner is reasonable and appropriate. Given that there is only one Council meeting at the end of June, it was acknowledged that tabling the Campeau applications and more specifically this Planning and Building Services Report at the May 23, 2017 RCM was desirable from a timing perspective.

Considerable discussion has occurred with respect to coordinating the development of these two properties in order to support similar developments on each along with a shared access, however Administration has not had ample time to fully prepare a typical Planning Report that would summarize the proposal in the context of the various policy documents. Accordingly, it is proposed that such a Planning Report would be tabled at the Public Meeting for the benefit of all stakeholders. In addition, we are able to confirm that based upon our review to date (and the similarity to the Bernat proposal), that the Campeau applications would be consistent with the Provincial Policy Statement, the County Official Plan, the general policy objectives of the local Official Plan and Tecumseh Road Main Street Community Improvement Plan and the more intensive residential development to the west and northwest.

We note that the CIP identifies the existing dwelling on the Campeau property as a Heritage Character Building and, as such, encourages its conservation as part of the existing heritage fabric. This heritage character identification is based on it being one of the original farmsteads in the area but this identification has not been validated through a formal designation by the Town of Tecumseh Heritage Committee. Mr. Mullins has indicated a preference to not maintain the building and has suggested that the heritage value could alternatively be acknowledged during the redevelopment of the property through the naming of the development (e.g. Campeau Residences), the incorporation of a historical plaque on the exterior of the proposed apartment building or by some other means. Further consideration and discussion regarding this matter is required.

### **Evaluation of the Proposal in Context of Official Plan Policies**

The following is a listing of the various matters to which Council should have regard during the evaluation of the Campeau applications, as established by a number of Official Plan policies. These will be expanded upon in a Report to be prepared for the Public Meeting.

**1) Subsection 3.5 a) e) establishes the matters that Council shall have regard to in reviewing apartment proposals in General Commercial areas:**

- i) the adequacy of municipal services*
- ii) the adequacy of parking facilities*
- iii) the adequacy of the landscape plan accompanying the proposal*
- iv) the general siting and height of the proposal in relation to adjacent existing developments*

## **2) Other Matters for Council to Consider**

- i) Density*
- ii) Traffic*
- iii) Transit*
- iv) Compatibility with Adjacent Uses*
- v) Market Need*
- vi) Adequacy of Schools/Parks/Community Facilities*
- vii) Adequacy of Buffering/Landscaping Abutting Residential Uses*

Based on our current understanding of this proposal given its similarity to the Bernat proposal, it is reasonable to conclude that the amendments will generally be in keeping with the aforementioned objectives and policies of the Tecumseh Official Plan in terms of broadening the range of housing types and encouraging intensification. These matters will be fully considered in a Report to Council for tabling at the Public Meeting. It is important to note that the ultimate design will need to ensure compatibility with adjacent land uses, recognizing that this is an area in transition. The development of the Campeau property in coordination with the Bernat property provides an opportunity for orderly development and the optimization and efficient use of land.

## **Conclusion**

Having regard to the range, scale, location and nature of surrounding uses, the geographic location of the proposed development, the similar apartment proposed on the Bernat property and the associated shared access driveway, along with current policy initiatives encouraging standards that support more compact and efficient development, it is believed that there is merit in considering the requested applications to permit residential intensification vis-à-vis a 5-storey, 51-unit apartment building on the subject property. Accordingly, it is recommended that a public meeting be scheduled in accordance with the provisions of the *Planning Act* as a means to seek public input. A public meeting to consider the proposed amendments will provide an opportunity to hear concerns and comments, if any, of neighbouring owners and other interested stakeholders/agencies. It is important that the concerns and comments of these stakeholders be taken into consideration as part of the full evaluation of the applications. A more complete evaluation of the Campeau applications will be tabled vis-à-vis a Planning Report at the public meeting.

## **CONSULTATIONS**

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

Planning and Building Services Report 19/17  
 Official Plan and Zoning By-Law Amendments  
 Ms. Loretta Campeau  
 11941 Tecumseh Road  
 Proposed 5-Storey Apartment Building  
 OUR FILE: D19 CAMPEAU  
 May 23, 2017

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Director, Public Works and Environmental Services

## **FINANCIAL IMPLICATIONS**

There are no financial implications.

## **LINK TO STRATEGIC PRIORITIES**

No.	2016-17 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report 19/17  
Official Plan and Zoning By-Law Amendments  
Ms. Loretta Campeau  
11941 Tecumseh Road  
Proposed 5-Storey Apartment Building  
OUR FILE: D19 CAMPEAU  
May 23, 2017

---

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

Prepared by:

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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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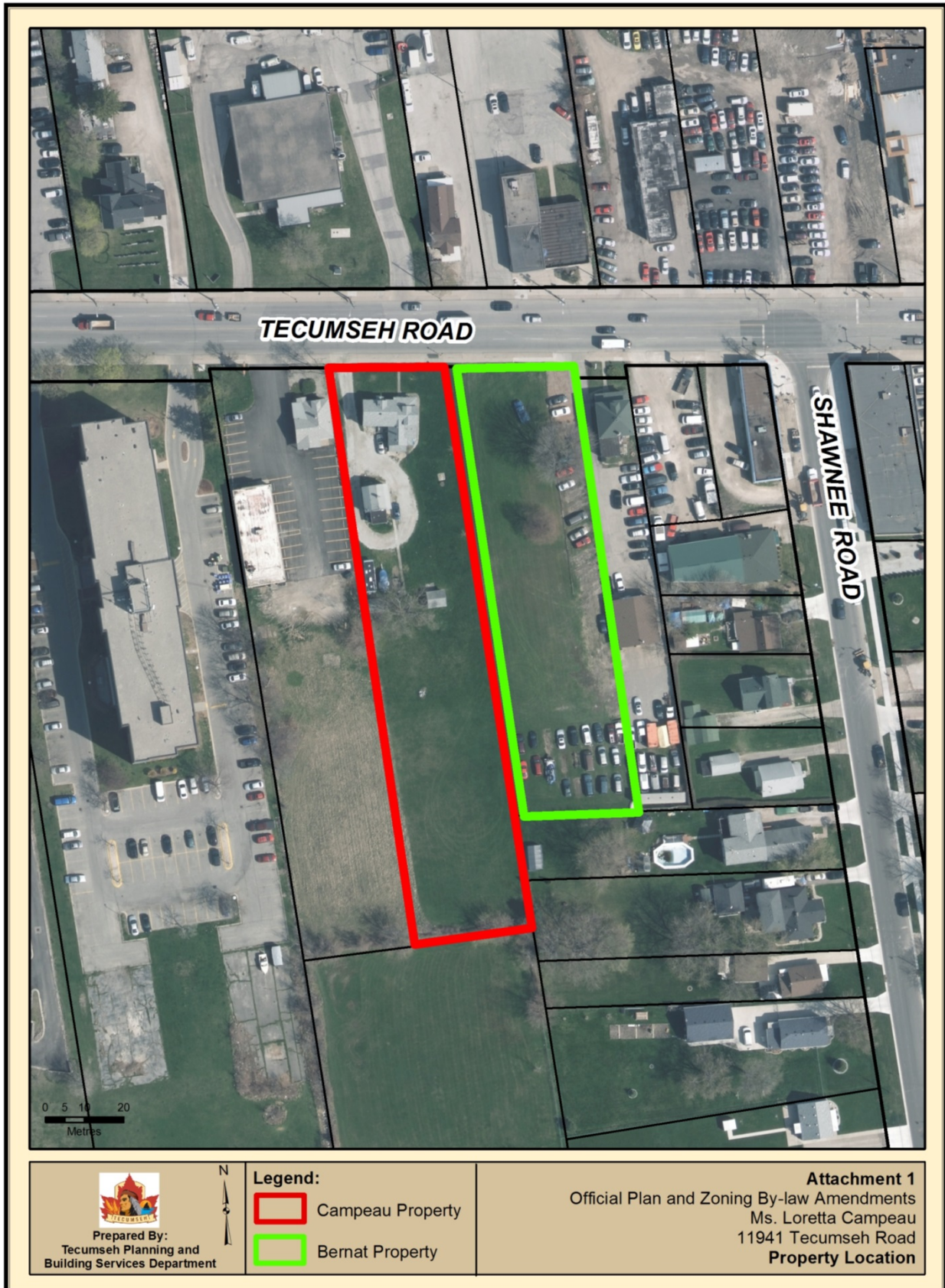
Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

1. Property Location
  - 1A. Property Location and Surrounding Land Use Map
  - 2A. Proposed Architectural Rendering 1
  - 2B. Proposed Architectural Rendering 2
3. Official Plan Map
4. Property Location in Relation to Tecumseh Road Main Street CIP Area Zoning Map
5. Zoning Map

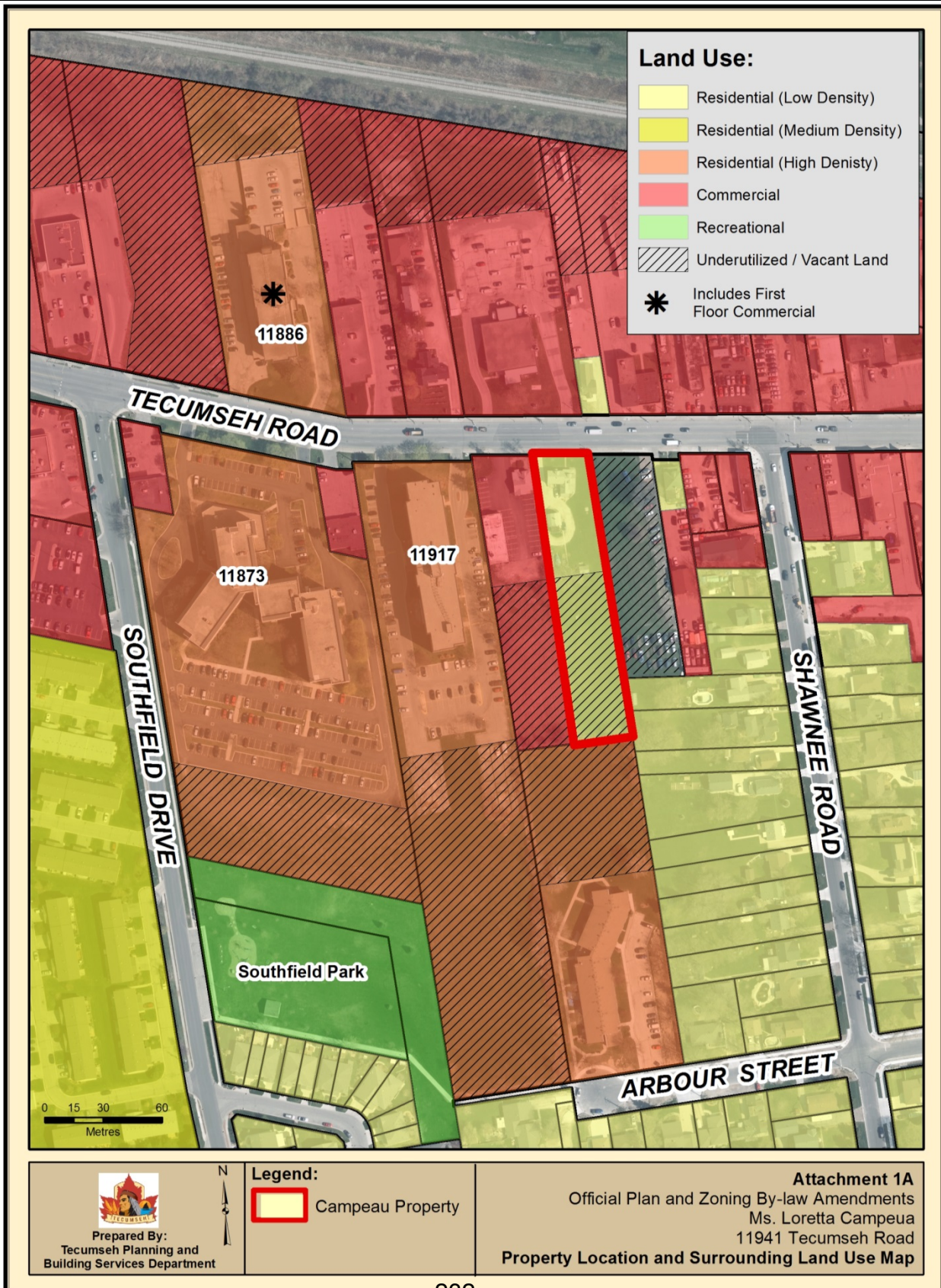
File Name (R:\Official Plan Amendments, former Tecumseh\Campeau 5 storey Apartment Tec Rd CIP\Planning Report 19-17 - D19 CAMPEAU Report to Council re. Scheduling Public Meeting for OPA and ZBA.docx

Planning and Building Services Report 19/17  
 Official Plan and Zoning By-Law Amendments  
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 Ms. Loretta Campeau  
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**A** architectural  
**D** design  
**A** associates  
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 Fax: 519-254-3642  
[www.ada-architect.ca](http://www.ada-architect.ca)

**PROPOSED COMMERCIAL/ RESIDENTIAL DEVELOPMENT**  
 11957 TECUMSEH ROAD EAST, TECUMSEH ONTARIO

*View from Tecumseh Road (looking south).*



Prepared By:  
 Tecumseh Planning and  
 Building Services Department

**Attachment 2A**  
 Official Plan and Zoning By-law Amendments  
 Ms. Loretta Campeau  
 11941 Tecumseh Road  
**Architectural Rendering 1**

Planning and Building Services Report 19/17  
 Official Plan and Zoning By-Law Amendments  
 Ms. Loretta Campeau  
 11941 Tecumseh Road  
 Proposed 5-Storey Apartment Building  
 OUR FILE: D19 CAMPEAU  
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**PROPOSED COMMERCIAL/ RESIDENTIAL DEVELOPMENT**  
 11957 TECUMSEH ROAD EAST, TECUMSEH ONTARIO

***Aerial View from Tecumseh Road (looking south-east).***

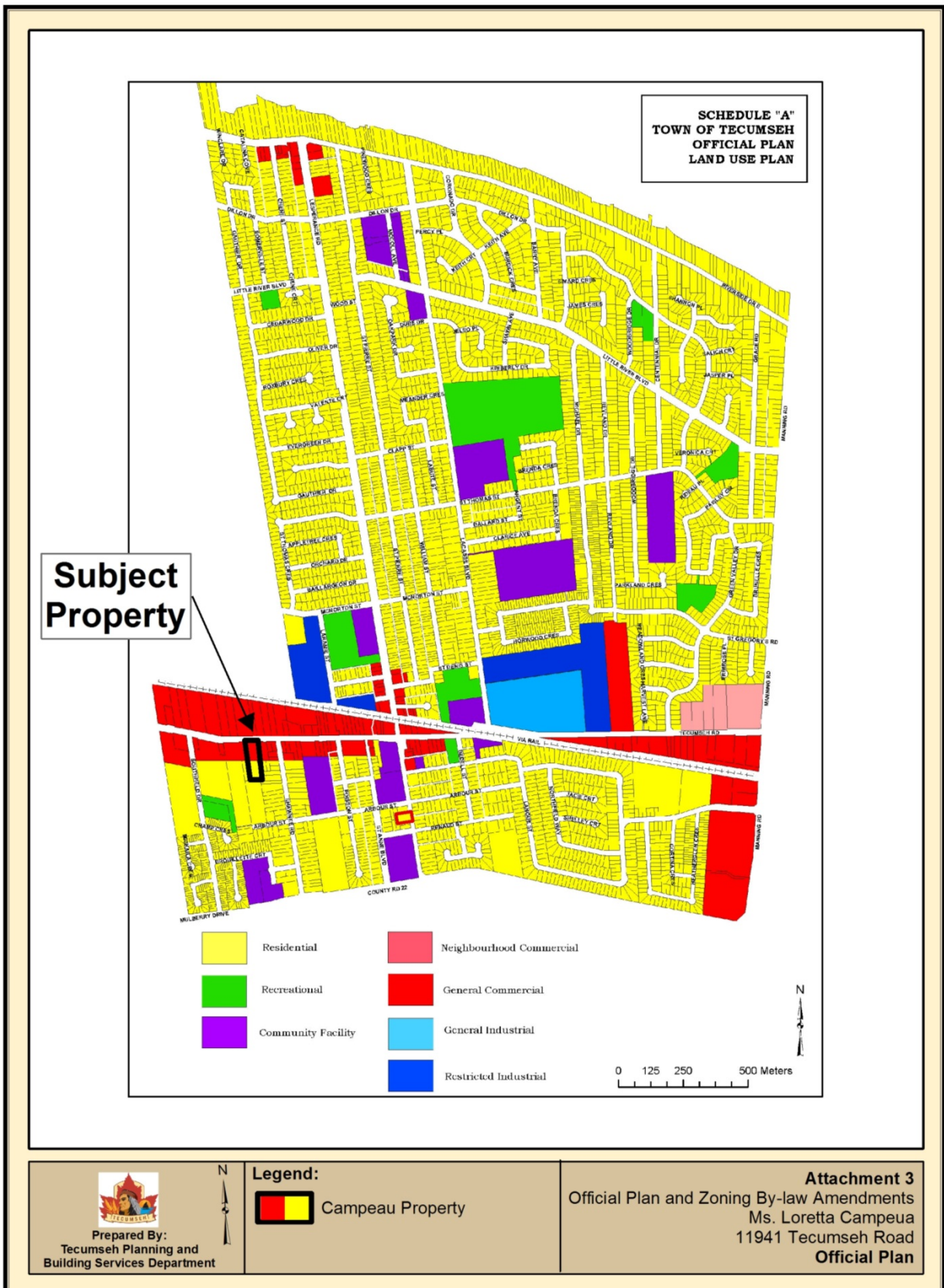


Prepared By:  
 Tecumseh Planning and  
 Building Services Department

**Attachment 2B**  
 Official Plan and Zoning By-law Amendments  
 Ms. Loretta Campeau  
 11941 Tecumseh Road  
**Architectural Rendering 2**

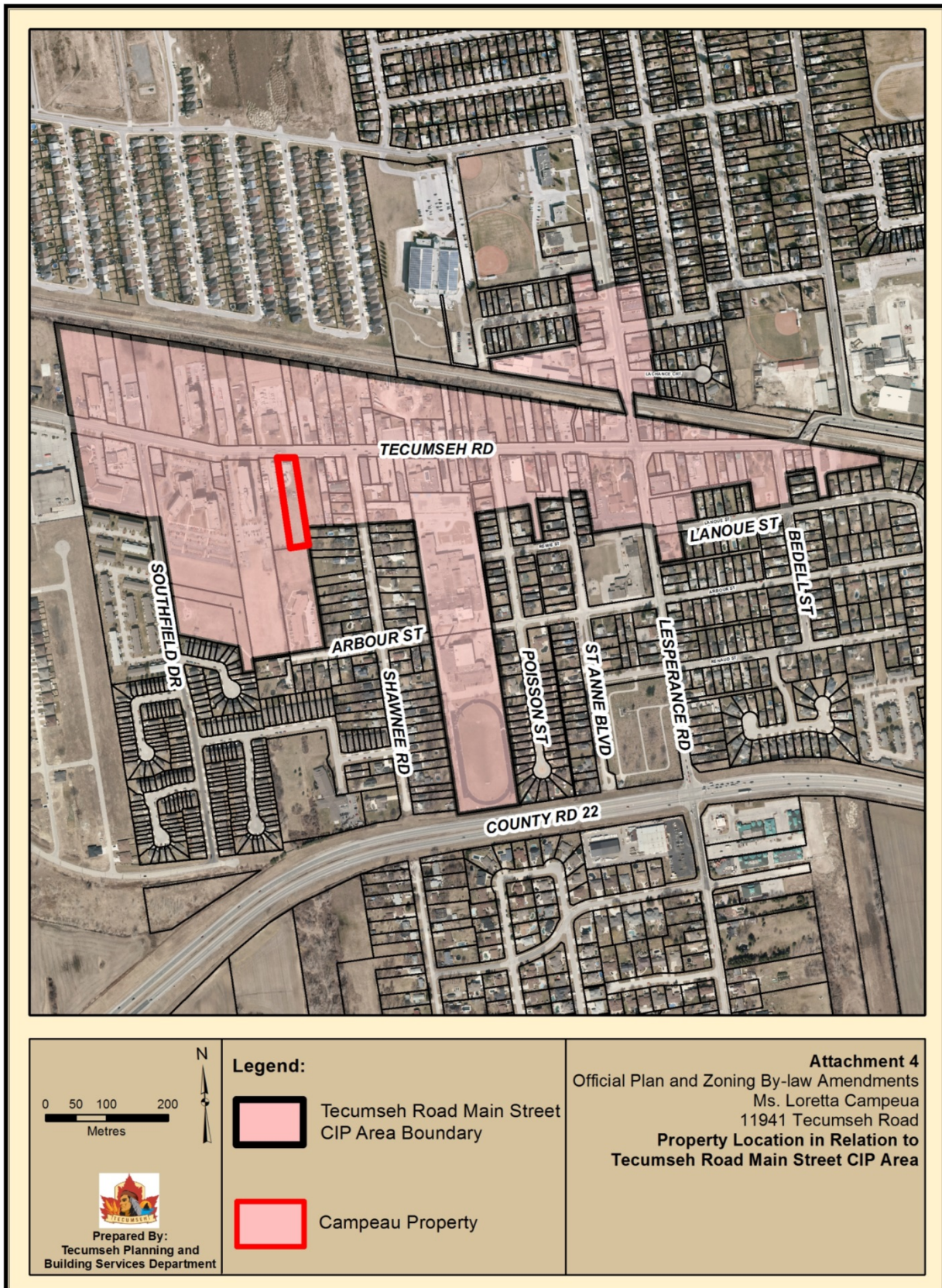


Planning and Building Services Report 19/17  
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 Ms. Loretta Campeau  
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 May 23, 2017



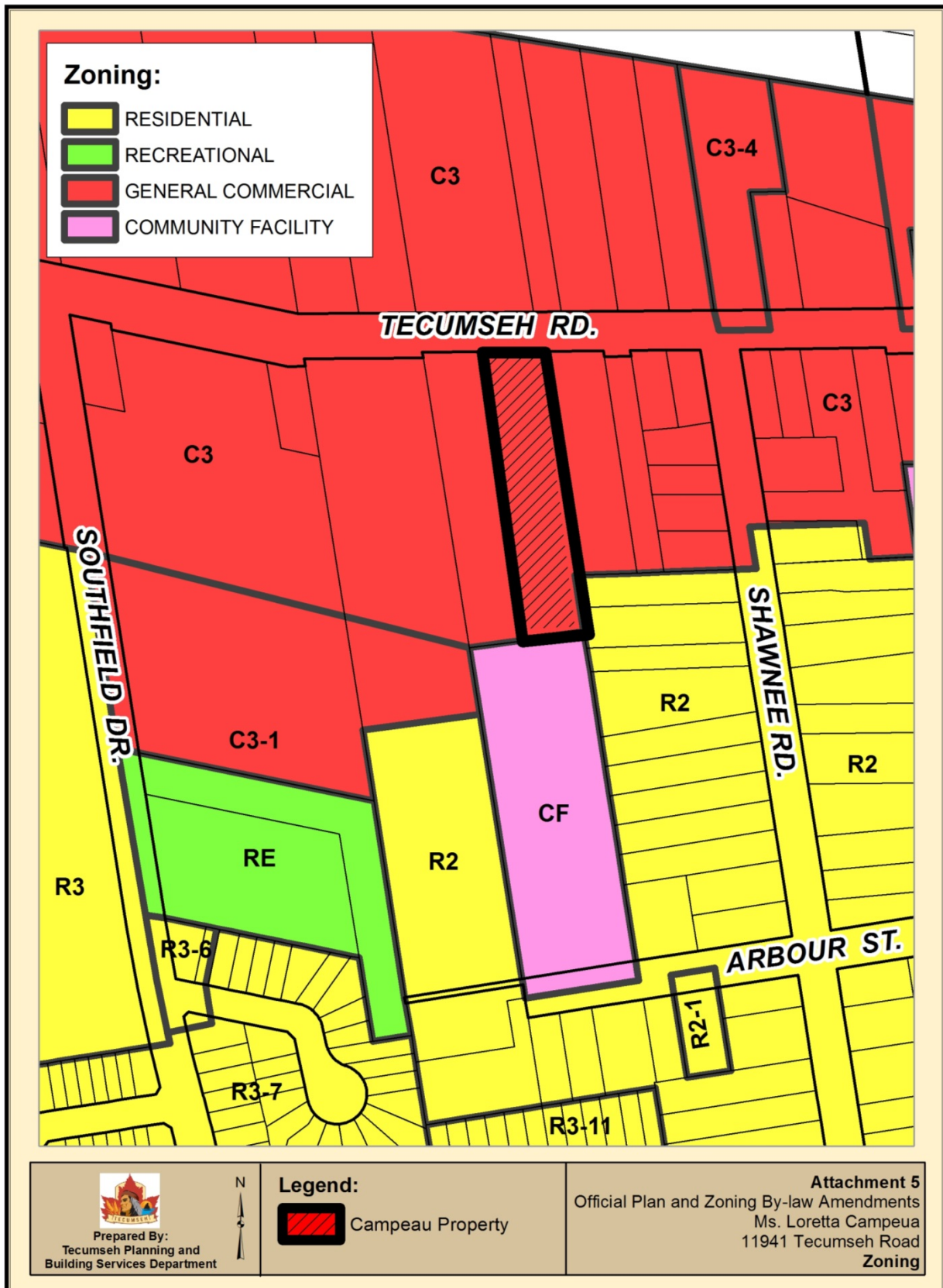


Planning and Building Services Report 19/17  
 Official Plan and Zoning By-Law Amendments  
 Ms. Loretta Campeau  
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 May 23, 2017





Planning and Building Services Report 19/17  
 Official Plan and Zoning By-Law Amendments  
 Ms. Loretta Campeau  
 11941 Tecumseh Road  
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 OUR FILE: D19 CAMPEAU  
 May 23, 2017





## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 23/17

**TO:** Mayor and Members of Council

**FROM:** Dan Piescic, Director Public Works & Environmental Services

**DATE OF REPORT:** April 11, 2017

**DATE TO COUNCIL:** May 23, 2017

**SUBJECT:** Upper Little River Master Plan Environmental Assessment  
Filing the Notice of Study Completion

---

### **RECOMMENDATIONS**

It is recommended:

1. That Administration finalize the Upper Little River Master Plan Environmental Assessment, with recommendations supporting the preferred solution (Alternative 6) identified by Stantec Consulting Ltd.; and
2. That Administration issue the Notice of Study Completion for the Upper Little River Master Plan Environmental Assessment as per the Municipal Class Environmental Assessment Planning Process to commence the 30-day review period immediately following finalizing the Environmental Assessment.

### **BACKGROUND**

The City of Windsor, the Town of Tecumseh, and the Essex Region Conservation Authority (ERCA) commenced a stormwater study in the Upper Little River Watershed in 2004 to document existing conditions and to recommend stormwater management measures to protect existing resources as development continues in the upper reaches of Little River. The study area consists of the drainage area of the Upper Little River, upstream of E.C. Row Expressway. The drainage area is approximately 45 square kilometers (sq. km) including lands in both Windsor and Tecumseh.

The portion of the Town of Tecumseh that forms part of the Upper Little River Watershed includes the following areas:

- Approximately 900 Ha (2,200 Acres) generally located south of Highway 401 in the northerly part of the Oldcastle Hamlet industrial park area, as well as agricultural lands to the east, and
- Approximately 265 Ha (650 Acres) generally located south of County Road 22 in the existing residential and future Tecumseh Hamlet development lands west of St. Anne Street and generally along the Banwell Road corridor.

The stormwater management requirements identified in this Master Plan document will influence development planning and servicing requirements in these areas of the Town. In particular, the Town has been undertaking a Secondary Plan and a Municipal Servicing Class Environmental Assessment process for the Tecumseh Hamlet area (principally along the Banwell Road corridor), which could now resume by integrating these stormwater management requirements, as generally described below:

- Linear stormwater management facilities that would control runoff quality and quantity to the three (3) existing municipal drain outlets serving this area, namely Gouin Drain, the LaChance Drain and the Desjardins Drain.
- 200 m (650 feet) wide stormwater management corridors, each generally located as follows:
  - Gouin Drain, located at the north limit of the Tecumseh Hamlet lands, along the south side of County Road 22;
  - LaChance Drain, located along the north side of the CP Railway corridor; and
  - Desjardins Drain, located along the existing alignment of this municipal drain, north of County Road 42.
- Pump station outlets from each of these linear stormwater management facilities.

The Upper Little River Master Plan will satisfy the Schedule B Class Environmental Assessment requirements for the implementation of these facilities.

#### Original Study Commencement in 2004

In late 2004, Council approved the Town's participation in the Upper Little River Watershed Master Drainage and Stormwater Management Plan study ("the Upper Little River Study"). The Upper Little River Study is being undertaken by Stantec Consulting Ltd on behalf of the City of Windsor, the Town of Tecumseh and the ERCA. In 2004, Council approved funding of \$20,000 for the Town's share of Stantec Consulting Ltd fees and \$10,000 for the participation of the Town's designated engineer, J. Breschuk of Dillon Consulting, as deemed necessary.

Portions of the watershed extend into the Town; both to the south and east of the annexed lands, including future development lands along the Banwell Road corridor in Tecumseh Hamlet as well as portions of Oldcastle Hamlet.

The goal of the Upper Little River Study is to develop a plan for the protection, enhancement and restoration of the Upper Little River storm drainage system in the City's annexed area and the adjacent areas in the Town of Tecumseh along with its associated environmental features under existing conditions and as land use changes occur. An outcome will be a recommended drainage and stormwater management plan for regional facilities that includes preliminary sizing of drains and facilities along with cost estimates. The Upper Little River Study will consider the issue of stormwater management from the perspective of providing broad, regional solutions across the watershed. It will consider not only flood control and stormwater management, but also potential opportunities for associated recreational uses and linkages along various corridors and between facilities and natural features.

#### Proposed Study Recommencement in 2007

The Upper Little River Study had been underway for a short period of time however it was subsequently put on hold by the City of Windsor. In anticipation of it recommencing in 2007, a revised work plan and budget was developed at the request of the Town and City that ensured the Municipal Class EA requirements would be satisfied. This Environmental Assessment study component was not originally contemplated in the 2004 assignment.

In 2007, the scope of work was revised to the Class Environmental Assessment, which required a much more detailed review of all of the various alternatives being considered, mitigating measures required with each, and separate public meetings. Changes have occurred in government legislation and standard practice since the project initiation in 2004 and project scope revision in 2007, including archeological site work, First Nations engagement *Species at Risk Act*, and continuous hydrologic modeling.

The Town's share of the Upper Little River Study cost is 13.7% in accordance with the relative Town and City portions of the total study area. Accordingly, in 2007, Council approved an increase in the Town's share of the Stantec Consulting Ltd budget of \$10,825, over and above the previously approved amount of \$20,000 in 2004. However, the study did not recommence at that time.

### Study Recommencement in 2011

In 2012, it became timely that the Upper Little River Study recommence given the following factors:

- i) The Lauzon Parkway Project, as managed by the Ministry of Transportation, the City of Windsor and the County of Essex, with Steering Committee involvement by the Towns of Tecumseh and Lakeshore, had begun and was following an aggressive timeline. This project includes consideration of the extension of Lauzon Parkway south to Highway No. 3, a Municipal Class EA for a portion of County Road 42 including where it traverses the Town, and completion of a Secondary Plan in the City of Windsor for the 6,000 acres that were transferred from the Town to the City;
- ii) The Town's desire to complete the Tecumseh Hamlet Secondary Plan.

Both of the foregoing projects required considerable stormwater drainage and management analysis that can best be achieved vis-à-vis the Upper Little River Study. Reciprocally, the Upper Little River Study will be greatly influenced by each of these two studies. For purposes of efficiencies and coordination, it was recommended by the Town that the Upper Little River Study recommence at that time.

A revised budget was prepared by Stantec Consulting Ltd for review and approval by the City of Windsor and the Town of Tecumseh. Due to the elapsed time from earlier project delays, inflation costs and increased requirements of the EA process today, the Town's portion of the total cost of the project has increased to \$51,375. To date, the Town has been invoiced \$21,301, leaving a remaining cost to the Town of \$30,074 to complete the work.

### COMMENTS

Council, at the Planning & Building Services Committee meeting held May 24, 2011, approved the following under Motion PC-16/11:

*THAT the Planning and Building Services Committee, in accordance with the B. Hillman, May 16, 2011, Report No. 15/11, recommend Council approve the Tecumseh share on the increased project cost of \$51,375 not including HST, of the Upper Little River Watershed Master Drainage and Stormwater Management Plan, being conducted by Stantec Consulting Ltd. in accordance with the terms noted in the May 9, 2011 letter from Jayson Innes, Water Resources Engineer of Stantec Consulting Ltd.;*

*AND THAT Council approve funding for the outstanding \$30,600, including non-rebateable HST of 1.76%, required to complete the study from the Infrastructure Reserve.*

Subsequent to Council's approval to increase the financial contribution to the project, work on the Upper Little River Watershed Master Drainage and Stormwater Management Plan proceeded (and is currently in its final stages).

Public consultation is an important part of the EA process. Two Public Information Centres (PICs) were held.

### **Public Information Centre (PIC) #1**

PIC #1 was held on May 29, 2012 at the Forest Glade Community Centre from 3:00pm to 5:00 pm and from 6:00pm to 8:00pm to provide information regarding the project and outline the alternatives and evaluation criteria. A series of displays were prepared for PIC #1 depicting existing natural and social environmental conditions, background information, alternative stormwater management control options, an air photo of the study area, and preliminary evaluation criteria for the evaluation of various alternative concepts. The purpose of this Public Open House Meeting was to introduce the public to the various alternative stormwater management options and background information, and to seek input on the presented options. No decisions on a preferred scenario were presented at this meeting.

The six alternatives, illustrated in Appendix 1, were presented:

1. The "Do Nothing" approach
2. Water Quality and Erosion Control Only, no Flood Control
3. Communal On-Line SWM Facilities
4. Communal Flood Control and Distributed Water Quality and Erosion Control
5. Distributed Stormwater Management Controls
6. Grouped Stormwater Management Controls

Evaluation criteria included natural, economic, technical, and social/cultural environment criteria.

### **Public Information Centre (PIC) #2**

PIC #2 was held on October 22, 2012 from 3:00 pm to 5:00 pm and from 6:00 pm to 8:00 pm at the Windsor Christian Fellowship. In addition, Public Information Centre 2 for the Lauzon Parkway Environmental Assessment and the third workshop for the Sandwich South Secondary Plan were held concurrently at the same location.

A series of displays were prepared for PIC #2 depicting existing natural and social environmental conditions, background information, alternative stormwater management control concepts, an air photo of the study area, criteria for the evaluation of various alternative concepts, and the evaluation scores. The purpose of PIC #2 was to introduce the public to the preferred alternative. PIC #2 was attended by approximately 25 people and all attendees were invited to provide written comments to the Project Team on any issues of interest on the study. Comments received at the time focussed primarily on the designation wood lots and wetlands as well as the widening of Baseline Road.

Six alternatives were evaluated based on criteria presented at PIC #1. Alternative 6, with grouped stormwater management controls located along major transportation and environmental corridors, was the preferred solution. This alternative has the highest combined score. It ranked highest by providing all of the technical requirements for stormwater management and by providing a central core for amenities and trails.

### **Recommended Alternative**

The recommended alternative (Alternative 6) provides all stormwater management (SWM) controls before outletting to the downstream watercourses. Each facility would provide water quality, water quantity, and erosion controls on a standalone basis. In this alternative the SWM facilities are

grouped into stormwater management corridors. These would also promote natural linkages, recreational trails, and greenways. The SWM facilities can provide controls for more than one property and will be located adjacent to a watercourse. It is anticipated that facilities would be designed and constructed as development proceeds. The preferred alternative supports the ability of landowners within a drainage sub catchment area to proceed independently while minimizing the total number of SWM facilities.

Heavy vegetation adjacent to all water bodies and minimal open water will be implemented in order to make water features less attractive to bird species, a specific request from the Windsor Airport. As part of this work, several of the existing municipal drains are proposed to be abandoned and several new channels will be created that align with the proposed development plan for the area.

Advantages of the preferred alternative include the following:

- Staging Flexibility - This alternative minimizes the number of facilities, while providing flexibility with respect to their staging and construction
- Stormwater Pumping - Fewer facilities and grouped locations, with one pump for multiple properties should minimize the number of pumping stations
- Recreational Opportunities - The potential exists to create new trail networks through the corridors

A Draft version of the "Upper Little River Master Plan Environmental Assessment Environmental Study Report", dated January 2017, was prepared by Stantec Consulting Ltd. for review by the Project Team. Comments from the Project Team have been provided to Stantec Consulting Ltd. and the report is currently being finalized. It is anticipated that the final report will be available within the next three to four weeks.

## **Next Steps**

Project related information is posted on the Town's website [www.tecumseh.ca](http://www.tecumseh.ca).

The Notice of Study Completion will be published in the Shoreline and on the Town's website immediately following finalizing the Environmental Study Report (ESR) and provided by direct mail-out to the directly affected property owners, stakeholders and those whom have requested to be included on the project contact list for the EA. A copy of the Notice of Study Completion will be provided to the Mayor and Members of Council and included as a Communication Item at the next regularly scheduled meeting of Council following publication. The ESR will be made available at Town Hall in the Clerk's office during the 30-calendar day review period.

The finalization of the ESR will require, pursuant to the Environmental Assessment Act, a mandatory 30-day review period. This provides an opportunity for the public to request a Part II Order regarding the proposed undertaken in the EA. Upon filing such an objection, the Minister of the Environment and Climate Change undertakes a review and renders a decision, which may approve, deny, or approve with conditions.

## **CONSULTATIONS**

Essex Region Conservation Authority  
Director Planning & Building Services  
Director Financial Services & Treasurer



## **FINANCIAL IMPLICATIONS**

The project has remained within the allocated funding provided.

## **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:

---

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

Reviewed by:

Reviewed by:

---

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

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. Appendix 1 – ULR Alternative
2. Appendix 2 – Draft Report 2017-01-27 Executive Summary

DP

## Upper Little River Stormwater Master Plan Class Environmental Assessment



## Description of Alternatives

## Alternative #1 The “Do-Nothing” Approach

The "Do-Nothing" alternative includes no stormwater management controls for the developing areas in the Upper Little River.

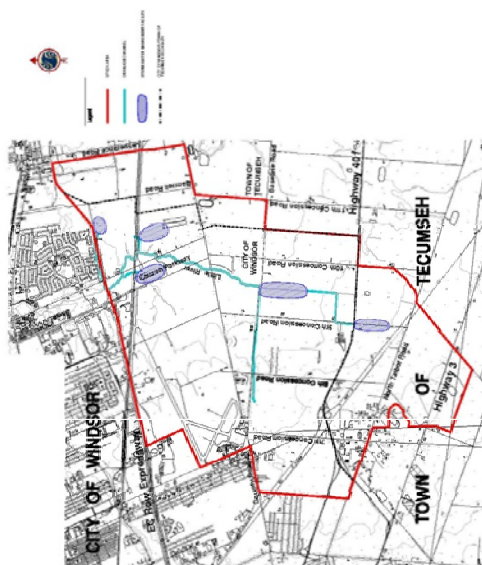
## Alternative #2

**Water Quality and Erosion Control Only, no Flood Control**  
For this alternative, the proposed development will have only water quality treatment and erosion control, with no flood control. Many small water quality facilities would be scattered throughout the watershed.



### Alternative #3 Communal On-line SWM Facilities

This alternative analyzes the potential to minimize the number of stormwater management facilities required to serve the study area by consolidating all water quality, erosion and flood controls at a few locations throughout the watershed.





## Upper Little River Stormwater Master Plan Class Environmental Assessment

### Description of Alternatives

#### Alternative #4

##### Communal Flood Control and Distributed Water Quality and Erosion Control

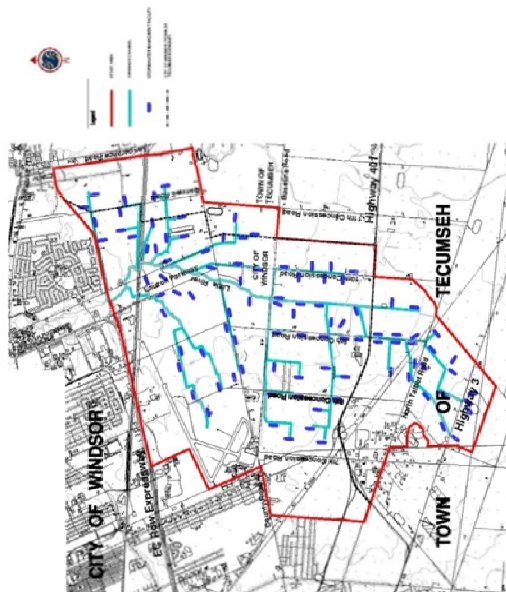
This alternative analyzes the scenario where a few large flood control facilities are located within the study area (similar locations to Alternative #3), but many small water quality and erosion controls are distributed throughout the area (similar locations to Alternative #2).



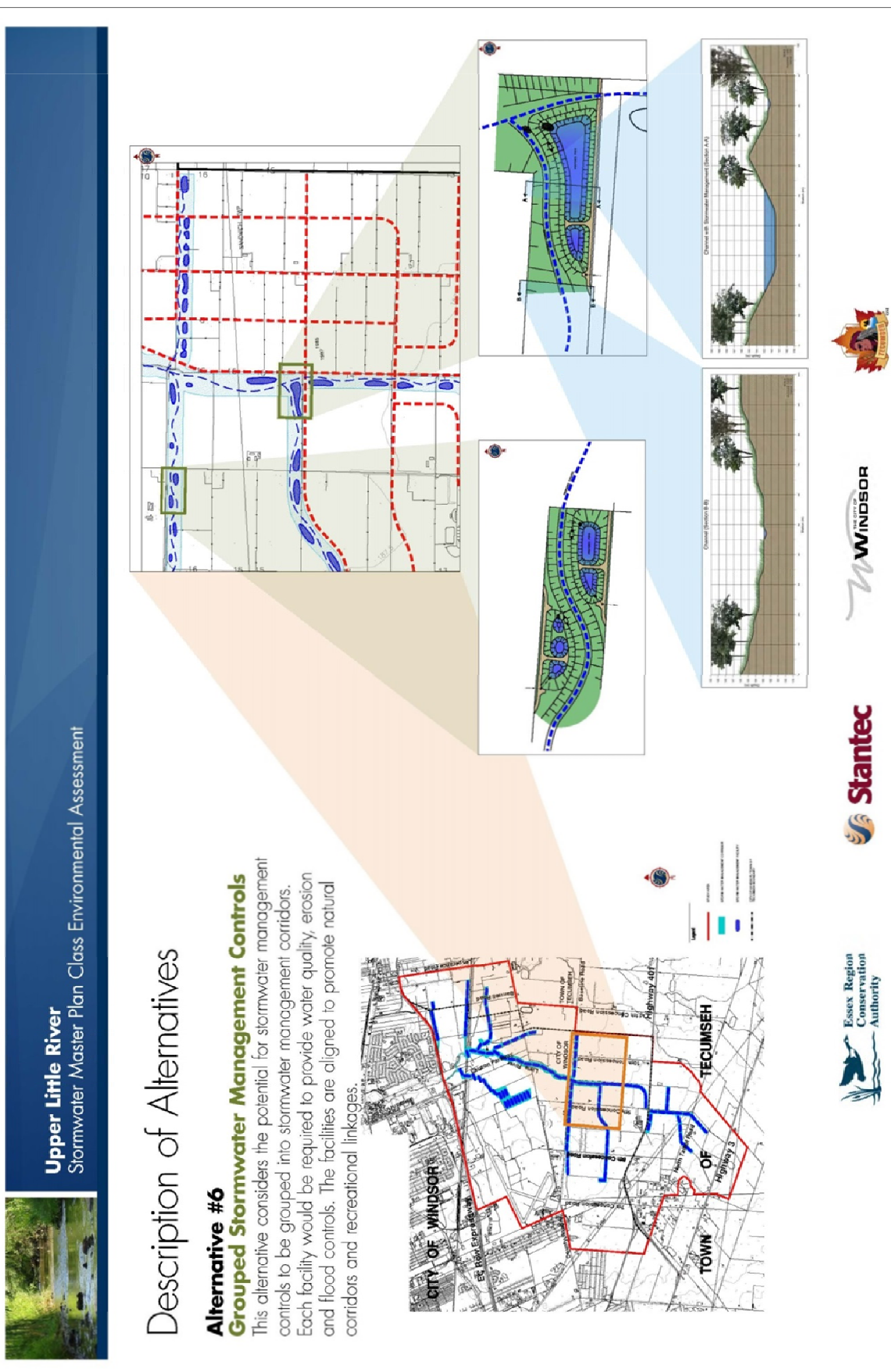
#### Alternative #5

##### Distributed Stormwater Management Controls

This alternative considers the potential for stormwater management controls to be distributed throughout the study area, and each facility would be required to provide water quality, erosion and flood controls.







## APPENDIX 2

### UPPER LITTLE RIVER STORMWATER MANAGEMENT EXECUTIVE SUMMARY (2017-01-27 DRAFT)

#### DRAFT UPPER LITTLE RIVER MASTER PLAN ENVIRONMENTAL ASSESSMENT ENVIRONMENTAL STUDY REPORT WINDSOR AND TECUMSEH, ONTARIO

#### Executive Summary

The Upper Little River watershed is located in the southeast part of the City of Windsor and the west part of the Town of Tecumseh, as shown on the Site Location Plan (Figure E1). The Main branch of Little River originates south of Highway 401 and generally flows north through a well-defined system of municipal drains and channels towards the Detroit River and Lake St. Clair. The drainage area contributing to Upper Little River upstream of the E.C. Row Expressway is approximately 45 km<sup>2</sup>.

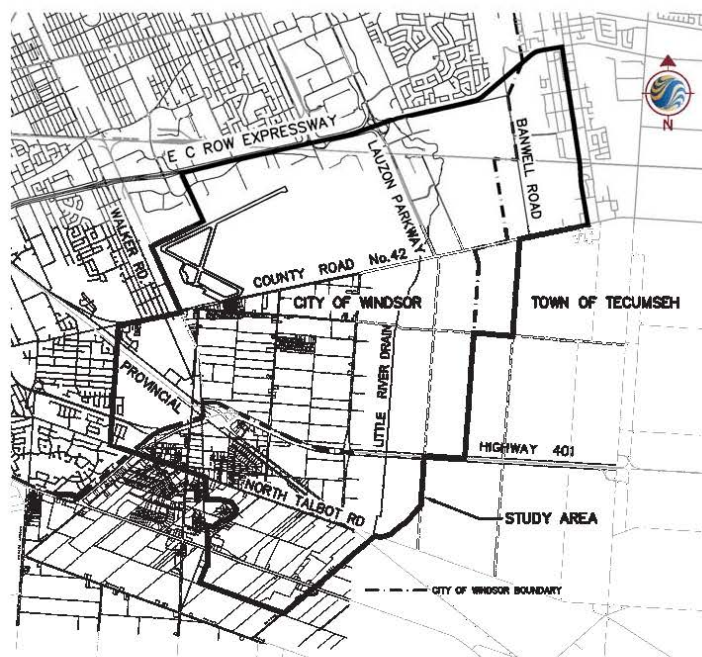


Figure E1: Site Location Plan

The City of Windsor (City), the Town of Tecumseh (Town), and the Essex Region Conservation Authority (ERCA) commenced a study in 2004 to document existing conditions and to recommend stormwater management measures to protect existing resources as development continues in the upper reaches of Little River. In 2005, the City was in the process of completing a Land Use Plan for the Sandwich South Employment Lands, and the Study was put on hold until that process could be completed. The City of Windsor Council adopted a Preferred Concept



**DRAFT UPPER LITTLE RIVER MASTER PLAN ENVIRONMENTAL ASSESSMENT  
ENVIRONMENTAL STUDY REPORT  
WINDSOR AND TECUMSEH, ONTARIO**

Land Use Plan on October 23, 2006. The project was put on hold again in 2007 after the Ministry of Transportation (MTO) announced that it had plans for a new highway through the study area.

The project was reinitiated in 2010 at the same time as several adjacent projects. Land use planning, future arterial roadway locations (Lauzon Parkway, County Road 42, and a new East-West Arterial), and the proximity of the Windsor International Airport have all been taken into account in the development of the proposed stormwater management approach.

Stantec Consulting Ltd. is the lead consultant, in cooperation with Parrish Geomorphic Ltd., to complete a Class Environmental Assessment Study to determine a preferred approach to providing stormwater management control measures for the developing lands upstream of the E.C. Row Expressway and contributing to Upper Little River.

The Project Team, consisting of representatives from the City of Windsor, The Town of Tecumseh, the Essex Region Conservation Authority, and the Consultant Team, has examined a number of alternatives for stormwater management based on a combination of previous documentation and current information. In addition, two Public Open House Meetings (May 29, 2012 and October 22, 2012) have been held to receive input on the alternative options investigated.

A preferred option was developed as a result of an evaluation of alternatives and public/agency input, and is considered representative of the most financially and physically appropriate option to achieve the required controls, while maximizing opportunities to conserve existing natural conditions. Details of the study process, from conceptual development of alignment alternatives through to selection and preliminary design of the preferred alternative, are summarized in the following Environmental Study Report, which is to be considered for approval by the Councils of the City of Windsor and the Town of Tecumseh.

This project has been completed in accordance with a "Master Plan Environmental Assessment – Approach 2". In accordance with the Environmental Assessment Act, this Environmental Study Report was filed on the Public Record for a period of thirty (30) days after adoption of the recommendations by the City of Windsor and the Town of Tecumseh. Notification of the public review period was advertised in the local newspaper, and copies of pertinent advertisements are included in the Appendices.

The main objectives of this Class EA, and how they were generally approached, are summarized as follows:

*To ensure that urbanization of the Upper Little River Watershed can occur in a fashion that will not lead to negative impacts on the receiving systems including increased flood risk, the impairment of natural watercourse features, and would allow for future enhancement of the watercourse, stream margins and wetlands.*





**DRAFT UPPER LITTLE RIVER MASTER PLAN ENVIRONMENTAL ASSESSMENT  
ENVIRONMENTAL STUDY REPORT  
WINDSOR AND TECUMSEH, ONTARIO**

**Alternatives and Evaluation**

As part of the Class EA Process, it is important that all reasonable design alternatives be adequately considered. The following alternatives have been identified for further evaluation through this Class EA process:

**Alternative 1 - The Do-Nothing Alternative**

In this alternative, the Little River subwatershed area is developed but no stormwater management control measures are implemented for the watershed. The evaluation of this alternative is required by the EA process; however, ERCA has stated that lands downstream of the study area are currently impacted by flood waters and any increase in flows would require channel improvements with significant costs to ensure that flood levels/damages are not increased.

**Alternative 2 - Water Quality and Erosion Control Only**

In this alternative, the proposed development will have only water quality treatment and erosion control, no water quantity or flooding controls. ERCA has stated that lands downstream of the study area are currently impacted by flood waters and any increase in flows would require channel improvements with significant costs to ensure that flood levels/damages are not increased.

**Alternative 3 - Communal Stormwater Facilities**

This alternative analyses the potential to minimize the number of SWM facilities required to serve the study area by consolidating all water quality, erosion and water quantity controls at a few locations throughout the watershed.

On-line

These large centralized SWM facilities would provide control for anywhere from 150 to 800 ha of development area. The ponds could likely be incorporated with a greenway along one of the existing municipal drain alignments forming a linear pond and would use the existing municipal drain network to transport flows to the SWMFs. Another option would be to keep the existing municipal drains similar to existing with large ponds at key locations. Multiple forebays could be used to consolidate drainage from different directions.

Several of the Municipal Drains are considered to provide direct fish habitat. Since this alternative provides water quality control downstream of the fish habitat this option would likely require a permit from the DFO. This alternative would also be classified as an on-line water quality facility (since it would be located on a watercourse). Recent projects attempting to employ this method have had difficulty obtaining approvals from MOECC, MNRF, and DFO, primarily due to fisheries/natural heritage concerns. Due to the complications arising from the





**DRAFT UPPER LITTLE RIVER MASTER PLAN ENVIRONMENTAL ASSESSMENT  
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proximity of the airport and the online water quality controls, it would be difficult to obtain approvals for this alternative.

**Off-line**

This alternative is similar to the on-line version where a few large centralized SWMFs would be used to provide controls. This alternative differs in that the storm flows would drain through large storm sewers to the SWMFs whereas the on-line version uses the existing municipal drain network to transport flows. Due to flat grades throughout the site and required minimum slopes on storm sewers, flows in the storm sewers would need to be pumped before outletting to the downstream water courses. This option requires significant upfront capital costs for the storm sewers and land acquisition and does not lend itself well to staged construction.

**Alternative 4 – On-line Quantity Control with Local Quality and Erosion Controls**

This alternative analyses the scenario where a few on-line water quantity or flood control facilities are centralized in key locations throughout the study area, but water quality and erosion controls are distributed across the watershed.

Large centralized SWMFs would be used to provide water quantity control for large rainfall events. These large facilities would be located generally in the same locations as for Alternative 3, except that they could be smaller and they would not require a permanent body of water (although there would be some form of low flow channel). Recent projects employing on-line water quantity controls have been approved by the MNRF and MOECC with some additional review time.

Smaller distributed SWMF's would be used to provide a Normal level of water quality control, which could take the form of a dry pond combined with a treatment train approach (i.e., pre-treatment), a wet pond, a wetland, or low impact development techniques. The minor system would drain to the small distributed SWMFs where water quality and erosion control would occur. Major flows would either bypass the small distributed SWMF or drain through them with minimal controls to the large downstream SWMFs.

**Alternative 5 - Distributed Off-line SWM Controls**

This alternative considers the potential for stormwater management controls to be distributed throughout the study area, and each facility would be required to provide water quality, erosion and water quantity controls separately. It is anticipated that facilities would be designed and constructed as development proceeds on a site by site basis.

This form of SWM is typical of most developments where each development block would provide their own SWM controls (water quality, water quantity, and erosion control) before outletting to the drains. It would be the easiest alternative to receive approvals for due to its standard approach.



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WINDSOR AND TECUMSEH, ONTARIO**

Similar to Alternative 4, water quality would be provided on a site-by site basis throughout the development area in end-of pipe facilities (i.e., dry pond combined with a treatment train approach, wetland, or wet pond). Flood control would occur above the water quality control volume (so that the water depth would be larger) or in adjacent mixed use areas (e.g., sports field, woodlots, etc.). Under normal conditions they will operate similar to the Alternative 4 ponds and it is only under large rainfall events where there will be differences in operation.

**Alternative 6 - Grouped Off-line SWM Controls**

This alternative considers the potential for all stormwater management controls to be provided before outletting to a watercourse. Each facility would be required to provide water quality, erosion and water quantity controls similar to Alternative 5. In this alternative the SWM facilities are generally in the same area (co-located) and are congregated into SWM corridors.

This alternative is similar to Alternative 5, with the main differences being that the SWM facilities are intended to provide controls for more than one property and they are located adjacent to other facilities and a watercourse. Generally, there will be fewer and larger SWMFs compared to Alternative 5 and more and smaller SWMFs compared to Alternative 3.

**Evaluation of Alternatives**

Throughout the Study process, the various alternatives were reviewed and discussed by the Project Team, the public, and agency representatives. It is obvious that each alternative will result in varying impacts on environmental features, lands available for development by local property owners and the downstream system. As would be expected, the objectives and needs of various groups are not always consistent, and so an appropriate evaluation process was applied by the Project Team to arrive at a preferred concept or recommended concept.

A set of evaluation criteria/indicators was selected to reflect the issues, constraints and concerns considered most important when comparing the alternative alignments. The evaluation criteria used to assess the various alternatives were grouped into four major categories as outlined below:

- Natural Environment
  - Terrestrial Resources, Vegetation, and Wildlife Implications
  - Fisheries Resources and Aquatic Habitat Implications
  - Groundwater and Baseflow Implication
  - Surface Water Quality



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WINDSOR AND TECUMSEH, ONTARIO**

- Economic Environment
  - Total Capital Cost
  - Total Maintenance Cost
- Technical Environment
  - Ability to Provide Required Flood Protection
  - Ease of Construction/ Implementation
  - Ability to Meet Agency Requirements
- Social/Cultural Environment
  - Aesthetics
  - Health and Safety
  - Recreational Opportunities
  - Cultural Heritage/Archaeology

For each evaluation criteria a relative preference rating was assigned to each alternative. That is, for each criterion a particular alternative was either highly preferred, moderately preferred, or was generally not preferred. This information was tabulated for all of the criteria. Based on the evaluation matrix Alternative 6 is the preferred option.

**Description of Preferred Alternative**

The preliminary preferred alternative (Alternative 6) provides all stormwater management controls before outletting to the downstream watercourses. Each facility would be required to provide water quality, water quantity, and erosion controls on a standalone basis. In this alternative the SWM facilities are grouped into stormwater management corridors to promote natural linkages, recreational trails, and greenways. The SWM facilities can provide controls for more than one property and will be located adjacent to other facilities and a watercourse. It is anticipated that facilities would be designed and constructed as development proceeds. The study area will be developed by multiple land owners and the preferred alternative supports the ability of individual land owners to proceed independently while minimizing the total number of SWM facilities.

The stormwater areas are proposed to be congregated into stormwater management corridors which can be combined with trail systems and amenity areas for the surrounding developments.



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ENVIRONMENTAL STUDY REPORT  
WINDSOR AND TECUMSEH, ONTARIO**

The stormwater management corridor will be located beside watercourses which will accept drainage from the end-of-pipe facilities. Heavy vegetation adjacent to all water bodies and minimal open water will also be implemented in order to make water features less attractive to bird species, a specific request from the Windsor Airport. As part of this work, several of the existing municipal drains are proposed to be abandoned and several new channels will be created that align with the proposed development plan for the area. In addition, the work will include re-grading the stream channel banks to create benches or terraces, which will help dissipate energy and re-connect the bankfull channel to a floodplain area.

Advantages of the preferred location include the following:

- Staging Flexibility – This alternative minimizes the number of facilities while providing flexibility with respect to their staging and construction
- Avian Habitat – The avian habitat area is relatively concentrated, which provides continuous linkages for predators, reduces the number of sites to be monitored, and provides more separation between nesting and foraging areas
- Ease of Permitting – SWM facilities are located offline of each watercourse easing approval issues. Individual SWM facilities generally follow typical designs leading to easier approval
- Stormwater Pumping – fewer facilities and grouped locations (with one pump for multiple properties) should lead to fewer pumping stations when compared to standard one facility per property strategies
- Recreational Opportunities – The potential exists to create new trail networks through the corridors due to the continuity of the grouped SWM system
- Fish Passage – The stormwater management areas are located offline of the existing watercourses and no additional barriers to fish movement are created. The conveyance system remains fish habitat similar to the existing municipal drain network
- Erosion - re-grading the banks to create benches or terraces will re-connect the bankfull channel to a floodplain area, thereby reducing erosion and improving fish habitat



**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 23<sup>rd</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 **23<sup>rd</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



Area Subject to Proposed Amendment

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. The southerly portion of the subject property will be placed in the same site specific commercial zone that will apply to the entirety of the subject property, as more specifically addressed in Section 3.5 (a) xiii) of this Plan; 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. An easement for public pedestrian access shall be granted to the Town respecting the pedestrian pathway at such time as development occurs on

11941 Tecumseh Road and on the lands immediately abutting 11941 Tecumseh Road to the south, warranting a pedestrian connection or as otherwise determined by the Town. The easement and any related development agreements shall contemplate that the pedestrian pathway is constructed by the owner and maintained by the Town. 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. An easement for public pedestrian access shall be granted to the Town respecting the pedestrian pathway at such time as development occurs on 11941 Tecumseh Road and on the lands immediately abutting 11941 Tecumseh Road to the south, warranting a pedestrian connection or as otherwise determined by the Town. The easement and any related development agreements shall contemplate that the pedestrian pathway is constructed by the owner and maintained by the Town. 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
- Planning and Building Services Report No. 18/17 dated May 17, 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.”

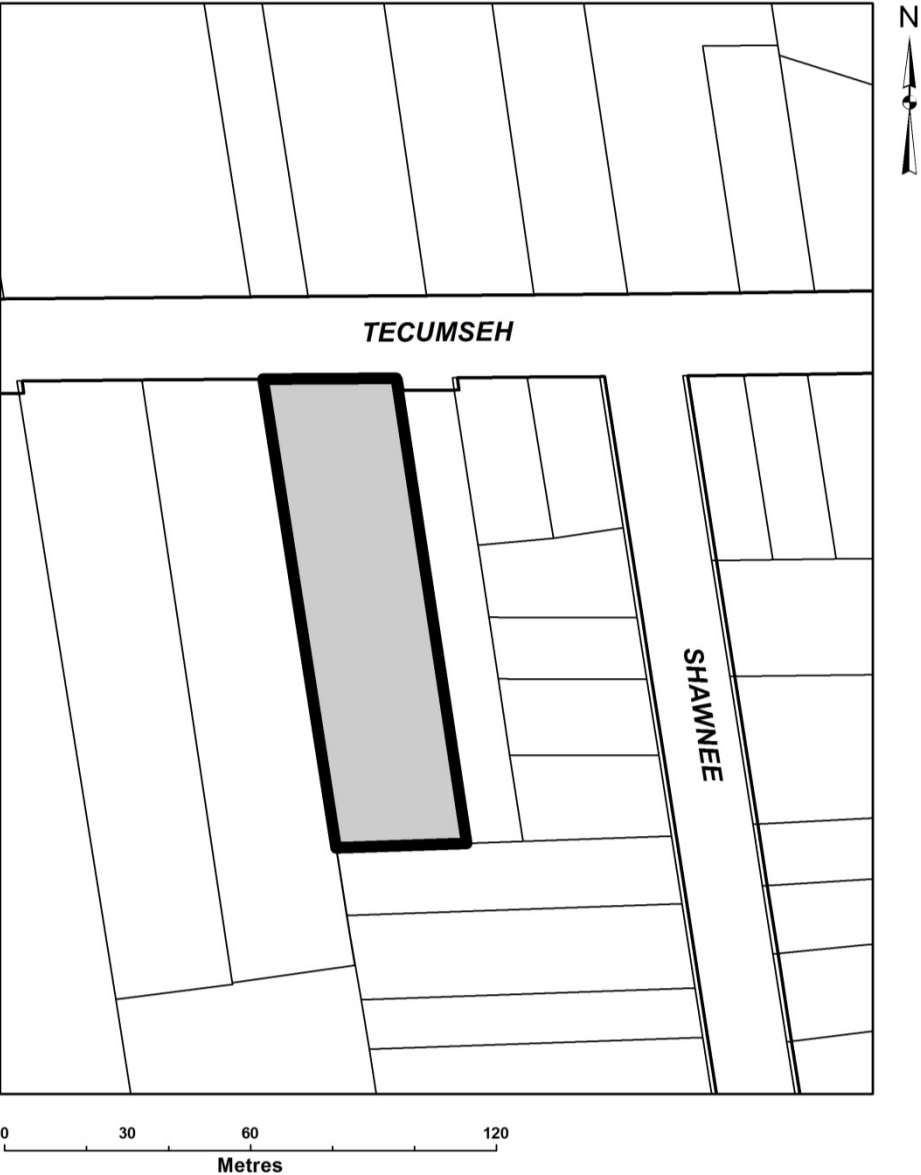
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.


**READ** a first, second, third time and finally passed this 23<sup>rd</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 23<sup>rd</sup> day of May, 2017.

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW 2017-36

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)

**WHEREAS** in 1998, the Ministry established the Community Policing Partnerships (CPP) Program (Program) as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

**AND WHEREAS** in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2017, the Ministry entered into an agreement with the Recipient and the Board (Agreement);

**AND WHEREAS** the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2017, and ending March 31, 2018;

**AND WHEREAS** the parties wish to amend the Agreement for this purpose;

**AND WHEREAS** pursuant to s.5(3) of the *Municipal Act*, S.O. 2001, c.25 the powers of the municipality shall be exercised 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 are hereby authorized and empowered to execute the Agreement dated the 23<sup>rd</sup> day of May, 2017 between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further and other acts which may be necessary to implement the said Agreement.
2. That this by-law shall come into full force and take effect on the date of the third and final reading thereof.

**READ** a first, second and third time, and finally passed this 23<sup>rd</sup> day of May, 2017.

---

Gary McNamara, Mayor

SEAL

---

Laura Moy, Clerk

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of April, 2017

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Community Safety and  
Correctional Services**

**(the “Province”)**

**- and -**

**Town of Tecumseh**

**(the “Recipient”)**

**- and -**

**Tecumseh Police Services Board**

**(the “Board”)**

### **BACKGROUND**

- A. In 1998, the Province established the Community Policing Partnerships (CPP) Program (the “Program”) as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board’s budget to maintain the increased number of sworn officers of the for enhanced police visibility through policing activities such as increased community patrols, enhanced traffic enforcement, school outreach programs, and drug and street crime enforcement.

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 This Agreement, including:

Schedule "A" - General Terms and Conditions  
Schedule "B" - Project Specific Information and Additional Provisions  
Schedule "C" - Project Description  
Schedule "D" - Budget  
Schedule "E" - Payment Plan  
Schedule "F" - Reports, and  
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

**2.0 AMENDING THE AGREEMENT**

2.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

**3.0 ACKNOWLEDGEMENT**

3.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province



in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Community Safety and Correctional Services**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Oscar Mosquera  
Title: Manager, Program Development Section

**Town of Tecumseh**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**Tecumseh Police Services Board**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Board.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

#### A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions referred to in section A9.1 and as specified in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province, the Recipient and the Board and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A14.1.

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province, the Recipient and the Board.

**“Party”** means either the Province, the Recipient or the Board.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete

**A2.2 Execution of Agreement.** The Recipient and the Board each represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both of them will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section A13.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with



the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the entity submitting the report by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section

9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A8.3 Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient and the Board will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A”, the Additional Provisions will prevail.

## **A10.0 INDEMNITY**

**A10.1 Indemnification.** The Recipient and the Board each hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.2 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A10.3 Province’s Election.** The Province may elect to participate in or conduct the

defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A10.4 Settlement Authority.** The Recipient and the Board will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient and the Board have obtained the prior written approval of the Province. If the Recipient and the Board is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient and the Board to the fullest extent possible in the proceeding and any related settlement negotiations.

**A10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A11.0 INSURANCE**

**A11.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the both the Recipient and the Board.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

## **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the

Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

**A14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A16.0 FUNDS UPON EXPIRY**

**A16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **A17.0 REPAYMENT**

**A17.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A17.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**A17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A17.4 Payment of Money to Province.** The Recipient will pay any money owing to

the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A17.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A18.0 NOTICE**

**A18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A18.3 Postal Disruption.** Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A21.0 WAIVER**



**A21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A22.0 INDEPENDENT PARTIES**

**A22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A24.0 GOVERNING LAW**

**A24.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A25.0 FURTHER ASSURANCES**

**A25.1 Agreement into Effect.** The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A29.0 SURVIVAL**

**A29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$90,000.00
<b>Expiry Date</b>	March 31, 2018
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000 (five thousand dollars)
<b>Insurance</b>	\$5,000,000 (five million dollars)
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development Section, External Relations Branch Ministry of Community Safety and Correctional Services</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor, Toronto, ON, M7A 2H4</p> <p><b>Attention:</b> James Y. Lee</p> <p><b>Tel:</b> 416-325-6039</p> <p><b>Email:</b> james.y.lee@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Town of Tecumseh</p> <p><b>Address:</b> 917 Lesperance Road, Tecumseh ON N8N 1W9</p> <p><b>Attention:</b> Mr. Gary McNamara</p> <p><b>Tel:</b></p> <p><b>Email:</b> gmcnamara@tecumseh.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Tony Haddad</p> <p><b>Position:</b> Chief Administrative Officer</p> <p><b>Tel:</b></p> <p><b>Email:</b> thaddad@tecumseh.ca</p>

<b>Contact information for the purposes of Notice to the Board</b>	<b>Name: Tecumseh Police Services Board</b>  <b>Address: 917 Lesperance Road, Tecumseh ON N8N 1W9</b>  <b>Attention: Mr. Christopher Charles Hales</b>  <b>Tel:</b>  <b>Email: chales@sympatico.ca</b>
<b>Canada Revenue Agency Business Number of Recipient</b>	

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT DESCRIPTION**

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### **C.1 BACKGROUND**

- When the CPP Program was established, its focus was to involve front-line officers in increased community patrols, enhanced traffic enforcement, school outreach programs and drug and street crime enforcement.
- Under the CPP Program, OPP municipal contract locations and municipal and First Nations police services receive funding for approximately 1,000 officers under the original program and an additional 23 under the Criminal Intelligence Initiative.
- \$30,000/officer/year is available to participating police services to help cover the cost of salaries, benefits and over-time. Training and equipment costs are not eligible.

## **SCHEDULE "D"**

### **BUDGET**

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#### **E.1 MAXIMUM FUNDS**

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

#### **E.2 ALLOCATION**

1. The Province agrees to provide amounts up to the Maximum Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line policing activities ("**CPP Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Recipient solely for the purposes of the Board maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

##### **June 15, 1998 Benchmark**

3. The Program will continue to share the cost of increases to the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

#### **E.3 USE OF THE FUNDS**

4. The Funds shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer per year for officers hired under the CPP Program and engaged in full time CPP Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

## **SCHEDULE “E” PAYMENT PLAN**

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### **E.1 PAYMENT SCHEDULE**

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final CPP Program reports from the Board as set out below. Overtime will be paid annually after the CPP Program Final Report, in the form provided in Schedule “F”, is received and approved by the Province.
- B. The Recipient or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the CPP Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

## **SCHEDULE "F"**

### **REPORTS**

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#### **F.1 REPORTS AND DEADLINES**

1. The Board is required to report on the allocation of officers under the CPP Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 6<sup>th</sup> 2017, submit the CPP Program Interim Report, in the form provided in Schedule "F". The Interim Report shall include the following information:
  - (a) update/confirm if all the information in the contact page is up-to-date; and
  - (b) update/confirm the number of sworn officer(s) to date.
  - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 2<sup>nd</sup> 2018, submit the CPP Program Final Report, in the form provided in Schedule "F". The Final Report shall include the following information:
  - (a) update/confirm if all the information in the contact page is up-to-date;
  - (b) update/confirm the number of sworn officer(s) to date; and
  - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-37

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)

**WHEREAS** in 2003, the Ministry established the Safer Communities – 1000 Officers Partnership (1000 Officers) Program (Program) as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

**AND WHEREAS** in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2017, the Ministry entered into an agreement with the Recipient and the Board;

**AND WHEREAS** the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2017 and ending March 31, 2018;

**AND WHEREAS** the parties wish to amend the Agreement for this purpose;

**AND WHEREAS** pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law.

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement with the Ministry of Community Safety and Correctional Services, dated the 23<sup>th</sup> day of May, 2017, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

**Read** a first, second and third time, and finally passed this 23<sup>rd</sup> day of May, 2017.

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Gary McNamara, Mayor

SEAL

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Laura Moy, Clerk

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of April, 2017

### **B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Community Safety and  
Correctional Services**

**(the “Province”)**

**- and -**

**Town of Tecumseh**

**(the “Recipient”)**

**- and -**

**Tecumseh Police Services Board**

**(the “Board”)**

### **BACKGROUND**

- A. In 2003, the Province established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the “Program”) as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board’s budget to maintain the increased number of sworn officers for enhanced police visibility.

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 This Agreement, including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions

Schedule “C” - Project Description  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports, and  
any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 AMENDING THE AGREEMENT**

2.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **3.0 ACKNOWLEDGEMENT**

3.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Community Safety and Correctional Services**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Oscar Mosquera  
Title: Manager, Program Development Section

**Town of Tecumseh**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

**Tecumseh Police Services Board**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Board.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**A1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions referred to in section A9.1 and as specified in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province, the Recipient and the Board and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Event of Default”** has the meaning ascribed to it in section A14.1.

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section 14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province, the Recipient and the Board.

**“Party”** means either the Province, the Recipient or the Board.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete

**A2.2 Execution of Agreement.** The Recipient and the Board each represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both of them will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A13.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the



following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the

amount as provided for in Schedule “B” at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the entity submitting the report by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted

accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient and the Board will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in

the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**A8.3 Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient and the Board will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

## **A10.0 INDEMNITY**

**A10.1 Indemnification.** The Recipient and the Board each hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A10.4 Settlement Authority.** The Recipient and the Board will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient and the Board have obtained the prior written approval of the Province. If the Recipient and the Board is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient and the Board to the fullest extent possible in the proceeding and any related settlement negotiations.

**A10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A11.0 INSURANCE**

**A11.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the both the Recipient and the Board.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

#### **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;

- (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

**A14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A14.4 Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A16.0 FUNDS UPON EXPIRY**

**A16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## **A17.0 REPAYMENT**

**A17.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.



**A17.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**A17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A17.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A17.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A18.0 NOTICE**

**A18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A18.3 Postal Disruption.** Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or

fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A21.0 WAIVER**

**A21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A22.0 INDEPENDENT PARTIES**

**A22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **A24.0 GOVERNING LAW**

**A24.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A25.0 FURTHER ASSURANCES**

**A25.1 Agreement into Effect.** The Recipient and the Board will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A29.0 SURVIVAL**

**A29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article

A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

## SCHEDULE “B”

### PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

<b>Maximum Funds</b>	\$35,000.00
<b>Expiry Date</b>	March 31, 2018
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$5,000 (five thousand dollars)
<b>Insurance</b>	\$5,000,000 (five million dollars)
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name:</b> Program Development Section, External Relations Branch Ministry of Community Safety and Correctional Services</p> <p><b>Address:</b> 25 Grosvenor Street, 12<sup>th</sup> Floor, Toronto, ON, M7A 2H4</p> <p><b>Attention:</b> James Y. Lee</p> <p><b>Tel:</b> 416-325-6039</p> <p><b>Email:</b> james.y.lee@ontario.ca</p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b> Town of Tecumseh</p> <p><b>Address:</b> 917 Lesperance Road, Tecumseh ON N8N 1W9</p> <p><b>Attention:</b> Mr. Gary McNamara</p> <p><b>Tel:</b></p> <p><b>Email:</b> gmcnamara@tecumseh.ca</p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name:</b> Tony Haddad</p> <p><b>Position:</b> Chief Administrative Officer</p> <p><b>Tel:</b></p> <p><b>Email:</b> thaddad@tecumseh.ca</p>

<b>Contact information for the purposes of Notice to the Board</b>	<b>Name:</b> Tecumseh Police Services Board <b>Address:</b> 917 Lesperance Road, Tecumseh ON N8N 1W9 <b>Attention:</b> Mr. Christopher Charles Hales <b>Tel:</b> <b>Email:</b> chales@sympatico.ca
<b>Canada Revenue Agency Business Number of the Recipient</b>	

**Additional Provisions:**

None

**SCHEDULE “C”  
PROJECT DESCRIPTION**

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**C.1 BACKGROUND**

- When the 1,000 Officers Program was established, approximately 500 officers were allocated to community policing duties and 500 to the six high priority areas of youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence and protecting children from internet luring.
- Of these officers, 60 were allocated to Northern and First Nations police services that are eligible to receive up to \$70,000/officer/ year. For the remaining officers funded under the program, municipalities (including municipal police services and OPP municipal contract locations) are eligible to receive up to \$35,000/officer/year. The \$70,000 and \$35,000 include a maximum overtime payment of \$5,000/officer.
- Salary-related costs are eligible for funding, but training and equipment costs are not.

## SCHEDULE "D" BUDGET

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### E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

### E.2 ALLOCATION

1. The Province will provide the Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("**1,000 Officers Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Board and the Recipient solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

#### **October 23, 2003 Benchmark**

3. The Project will continue to share the cost of increases to the actual total number of sworn officers above the October 23, 2003 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Province is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Project will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

### E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay the costs of salaries, overtime and payroll benefits to a maximum of \$70,000 per officer per year for the 60 officers allocated to Northern and First Nations police services, and half of the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer per year for the remaining 940 officers hired under the 1,000 Officers Program who are engaged in full time 1,000 Officers Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.



**SCHEDULE "E"**  
**PAYMENT PLAN**

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**E.1 PAYMENT SCHEDULE**

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient and/or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

## **SCHEDULE “F” REPORTS**

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### **F.1 REPORTS AND DEADLINES**

1. The Board is required to report on the allocation of officers under the 1,000 Officers Program and how the Funds were used for the purposes set out in Schedule “D” through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient’s requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 6<sup>th</sup> 2017, submit the CPP Program Interim Report, in the form provided in Schedule “F”. The Interim Report shall include the following information:
  - (a) update/confirm if all the information in the contact page is up-to-date; and
  - (b) update/confirm the number of sworn officer(s) to date.
  - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 2<sup>nd</sup> 2018, submit the CPP Program Final Report, in the form provided in Schedule “F”. The Final Report shall include the following information:
  - (a) update/confirm if all the information in the contact page is up-to-date;
  - (b) update/confirm the number of sworn officer(s) to date; and
  - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-38

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh (Municipality) and 2541899 Ontario Limited (Owner)

**WHEREAS** the Owner, owns certain lands situated within the corporate limits of the Municipality;

**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** 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;

**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 2541899 Ontario Limited, dated the 23<sup>rd</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 23<sup>rd</sup> day of May, 2017.

"SEAL"

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Gary McNamara, Mayor

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Laura Moy, Clerk

# **SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**2541899 ONTARIO LIMITED**

**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 \_\_\_\_\_, 2016.

**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-

***2541899 ONTARIO LIMITED***  
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** 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;

**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) and “Schedule “C” (the Site Services 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 the 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, Site Services 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 fulfill this condition have been prepared and approved, and are attached hereto as Schedule “B” and Schedule “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 Site Plan and Site Services Plan annexed hereto and marked Schedule "B" and "C" 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 Plan

The Owner shall landscape the subject lands all in accordance with the Site Plan and Site Services Plan annexed hereto and marked Schedule "B" and "C". 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.

#### 2.1.5 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 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 situate. 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 and 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;

#### **3.2 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 fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

## ***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.

## ***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:

3613 Queens Line, Tilbury, Ontario, N0P 2L0

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" and "C" 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."*

### **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.

See Next page for signing.....



**SCHEDULE "A"**

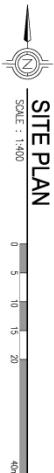
**THE LANDS**

**PIN 70622 – 0310 LT Interest/Estate Fee Simple**

**Description PART LOT 303 CON NTR SANDWICH EAST  
DESIGNATED AS PARTS 21 & 30 PL 12R13656; S/T R1377520;  
TOWN OF TECUMSEH**

**Address 5470 WALKER ROAD, TECUMSEH, ON**

# SITE PLAN



TOPOGRAPHIC SURVEY  
PART OF LOT 303,  
CONCESSION NORTH OF TALBOT ROAD  
LOCALITY NUMBER OF SANDEWICH SOUTH  
SECTION 25 PARTS 21 and 30, TOWN 12R-13656  
TOWN OF RECLUSEH  
COUNTY OF ESSEX, ONTARIO

Diagram of a rectangular sign with rounded corners. The sign is white with black text. The text reads: "CAR ENTRANCE ONLY" in large, bold, sans-serif capital letters. Below this, in smaller, bold, sans-serif capital letters, it says "TRUCKS USE" and "McCORD LANE ENTRANCE". To the right of the sign, there is a vertical dimension line labeled "1600mm". Below the sign, there is a horizontal dimension line labeled "100mm" and a small circle with an arrow pointing to the bottom edge of the sign, labeled "R10 LITERS".

## SITE SERVICES PLAN



- NOTES.
1. CONSTRUCT CONCRETE CURB & CUTTER AND SAWCUT SHOULDER TO MATCH EXISTING ROAD EDGE. CONCRETE SHALL BE 28 DAY COMPRESSIVE STRENGTH 4000 PSI. CONCRETE SHALL BE PLACED AND FINISHED TO MATCH EXISTING CURB AT THE SHOULDER. (SEE EXISTING CURB).
2. RAISE OVER ON SLAB TO 18.00m (CURRENTLY 17.50m) AND BOLD SHALL SHOW UP DURING IN REMOVAL.
3. REMOVE CURB AND 300mm P.C. H.P.L.
4. CAS WETTER & TWO (2) 100mm CONCRETE BOLDS.
5. WATER WETTER & RP TYPE DOWEL/REINER.
6. 100mm STEEL CONNECTION TO CANYON RAINWATER LEADER.
7. 100mm CONNECTION TO BUILDING DOWNSPOUTS.
8. 100mm CONNECTION TO DOWNSPOUTS 17.75m OF 3. REINFORCED CONCRETE DOWNSPOUTS 17.75m OF 3. REINFORCED.
9. 500mm W.P. = 189.65, 500mm C.P. = 189.20
10. 500mm W.P. = 189.57, 500mm C.P. = 189.32
11. 500mm C.P. ENFORCE TO BASEMENT, REFER TO BUILDING

GENERAL CONTRACTOR TO SUBMIT A REQUEST FOR NEW GAS SERVICE TO UNION GAS AND COORDINATE INSTALLATION

### LEGEND

[illegible]

ELEVATIONS SHOWN ON THIS PLAN ARE IN METRES C.G.M.D. 20

BENCH MARK  
BENCH MARK

**SITE BENCH MARKS**  
TOP OF FIVE HYDRAUNTS ALONG WALKER ROAD AS SHOWN ON FACE OF THIS PLAN.

**d.c. mcclloskey engineering ltd.**  
51/55 yorkehill drive east, suite 200 winnipeg, manitoba r3t 1e6 (504) 877-8800



M. E. McCLOSKEY  
 PROVINCE OF ONTARIO  
 LICENSING

**general notes:**

1. THE PAPER IS AN INSTRUMENT OF SERVICE ONLY AND THE PROPERTY OF THE INVENTOR.
2. DRAWINGS SHALL NOT BE SCALED.
3. CONCLUSIONS, RECOMMENDATIONS AND REMARKS FOR THE INVENTOR SHALL BE MADE BY THE INVENTOR.
4. CONCLUSIONS, RECOMMENDATIONS AND REMARKS FOR THE INVENTOR SHALL BE MADE BY THE INVENTOR.
5. IN THE EVENT THE DISPOSER IS REQUIRED TO RETURN THE DRAWINGS TO THE INVENTOR, THE DISPOSER SHALL BE RESPONSIBLE FOR THE REPRODUCTION OF THE DRAWINGS.
6. NOTHING IS TO BE DONE TO THE DISPOSER OF THE DRAWINGS IF THE DISPOSER IS NOT RESPONSIBLE FOR THE REPRODUCTION OF THE DRAWINGS.
7. THE DISPOSER IS NOT RESPONSIBLE FOR THE REPRODUCTION OF THE DRAWINGS.

DETAIL NUMBER	LOCATION	DETAIL SHEET	DETAIL SHEET
------------------	----------	-----------------	-----------------

DATE (dd/mm/yr)	ISSUED FOR
11/07/16	SITE PLAN CONTROL APPLICATION

09/06/17	REVISED FOR SPA

STORE, GAS BAR AND  
DIESEL CARDLOCK

2541899 ONTARIO LTD.

SITE SERVICING AND  
LOT GRADING PLAN

DATE :	APR. 2016
--------	-----------

PROJECT FILE NO.	M16-199
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# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-52

Being a by-law to provide for the repair and improvements to the Malden Road Drain West

**WHEREAS** the Council of The Corporation of the Town of Tecumseh [Town] has been requested to provide for the repair and improvement of the Malden Road Drain West;

**AND WHEREAS** the Town procured a Drainage Report for the Malden Road Drain West and specifications from the consulting engineering firm of Dillon Consulting Ltd., dated June 24, 2016 [Drainage Report];

**AND WHEREAS** notice of a Public Meeting to hear comments from the affected property owners was given on June 27, 2016;

**AND WHEREAS** a Public Meeting of Council was held on Tuesday, July 12, 2016, at 5:30 p.m. to hear from any affected property owners on the Drainage Report;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the Malden Road Drain West is desirable;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh, pursuant to *The Drainage Act, R.S.O. 1990 (Act)*, hereby enacts as follows:

1. **THAT** the Drainage Report providing for the repair and improvement of the Malden Road Drain West, dated June 24, 2016, as prepared by the consulting engineering firm Dillon Consulting Ltd. and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
  - (a) Grants received under Section 85 of the said Act;
  - (b) Commuted payments made in respect of land and roads assessed.
4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **THAT** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **THAT** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **THAT** this by-law shall come into force upon and after the final passing thereof.

**READ** a first and second time this 12<sup>th</sup> day of July, 2016.

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

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

**READ** a third and final time, and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**DRAINAGE REPORT  
FOR**

**DRAIN ENCLOSURE  
OF THE  
MALDEN ROAD DRAIN WEST  
(MUN No. 11875, COUNTY RD. No. 34)**

**TOWN OF TECUMSEH  
COUNTY OF ESSEX**



**24 JUNE 2016**  
(FINAL - COUNCIL CONSIDERATION)  
**TIM R. OLIVER, P.ENG**  
FILE No. 16-3903

File No. 16-3903

Mayor and Council  
The Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9



**Drainage Report for  
Drain Enclosure  
Of the  
MALDEN ROAD DRAIN WEST  
(MUN. NO. 11875, COUNTY RD. NO. 34)  
Town of Tecumseh  
County of Essex**

Mayor and Council:

10 Fifth Street South  
Chatham, Ontario  
Canada  
N7M 4V4  
Telephone  
**519.354.7802**  
Fax  
519.354.2050

**Instructions**

The Municipality received a request for a drain enclosure over the Malden Road Drain West on N. Pt. Lot 294, S.T.R. Concession (Roll No. 460-04400), having Mun. No. 11875 County Road 34, which was filed at the Municipal Office on the 7<sup>th</sup> day of March 2016. Council accepted the request under Section 78 of the Drainage Act and on the 16<sup>th</sup> day of March 2016 appointed Dillon Consulting Limited to prepare a report. The purpose of the drain enclosure on part of the said property is to facilitate the construction of a new house and associated septic system.

**Watershed Description**

The Malden Road Drain West consists of an open channel with a length of 1,922 metres and a watershed area of 82 hectares. The drain commences at the northwest limit of South Talbot Road and Malden Road intersection picking up drainage from lands on the south side of South Talbot Road through an existing road culvert across South Talbot Road. This culvert diverts high flows from the South Talbot Road Drain West into the Malden Road Drain West and provides a secondary outlet to the Malden Road Drain East. From there the Malden Road Drain West flows north along the westerly limit of Malden Road to its outlet into Pike Creek Drain in Lot 294, N.T.R. Concession. The lands comprising the watershed are under intense agricultural production with cash crops. There is little topographic relief. Most of the land parcels are systematically tiled.

**Drain History**

The recent history of Engineers' reports for the Malden Road Drain West follows:

- **29 October 2012 by Tim Oliver, P.Eng.:** The report recommended the repair and improvement of the entire drain. The work included brushing, cleaning, and the replacement of several access and road culverts on the drain.
- **8 June 1982 by Maurice Armstrong, P.Eng.:** The recommended work was the repair and improvement of the entire drain. The work included brushing, cleaning, end wall repairs and the lowering of several access culverts on the drain.



- **16 July 1969 by C.G.R. Armstrong, P.Eng.:** The report recommended relocating 183 metres of the drain further west to accommodate the construction of King's Highway No. 3 by-pass.

### **On-Site Meeting**

We conducted an on-site meeting on 5<sup>th</sup> May 2016. A record of the meeting is provided in Schedule 'A', which is appended hereto.

### **Survey**

Our survey and examination of the Malden Road Drain West was carried out on property Roll No. 460-04400 including a portion of the drain both upstream and downstream of the proposed site for the new drain enclosure. Station 0+000 is located at the outlet of the Malden Road Drain West into Pike Creek Drain.

### **Design Considerations**

The drain enclosure culvert is designed for an upstream drainage area of approximately 72.78 hectares (179.85 acres) providing capacity required to convey a 1 in 2 year storm event similar to the downstream enclosed portion of the Malden Road Drain West. The required length of drain to be enclosed we have determined to be 38 m long extending south from the existing culvert that crosses County Road No. 34 from Station 0+563 to Station 0+601. Lengthening of the existing culvert has a negligible impact on the drain's capacity and does not lower the overall level of service provided by the Malden Road Drain West. Main reason for this is the downstream condition consists primarily of a covered drain limiting flows into Pike Creek Drain to the 1 in 2 year storm event.

The drain enclosure will provide the owner the opportunity to construct a larger home with garage and side entrance to Malden Road. The size and positioning of the new house is governed by the municipal zoning setbacks from property lines and the Malden Road Drain West. According to Municipal Zoning Requirements, for a closed municipal drain, a minimum 3 m setback is required to be measured from the centerline of the drain (culvert) to any building or structure. The owner of the property provided us with a copy of the site plan with the conceptual layout of the new house. The positioning of the new house with covered porch attached to the north and east side is depicted on our drawings. Based on the conceptual layout, the proposed house appears to meet all relevant municipal zoning setback requirements. The property owner is obligated to provide final confirmation to the above prior to the construction of the drain enclosure.


As for the new septic system, we understand it will be constructed in the front yard facing County Road No. 34. All the necessary approvals required for the new septic system are the responsibility of the property owner.

### **Allowances**

In accordance with Sections 29 and 30 of the Drainage Act, we do not anticipate any agricultural lands being damaged or taken as a result of the proposed drainage works. Any damage to the existing grassed areas shall be restored to original conditions as part of the work. Therefore, 'Schedule B' for Allowances has not been included in this report.

### **Recommendations and Cost Estimate**

Based on our review of the history, the information obtained during the site meeting and our examination and analysis of the survey data, we recommend that part of the Malden Road Drain West be enclosed as described below:



Item	Description	Amount
1.	Removal of two (2) trees within the working area including the disposal off-site as required to accommodate the drainage works.	\$500.00
2.	Supply and place a new 38 m long, 1330 x 1030 mm aluminized corrugated steel pipe arch (CSPA) culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness including couplers and hardware (see Specifications).	\$13,000.00
3.	Supply and placement of clear stone bedding materials below pipe, minimum 150 mm thickness, up to pipe springline (approximately 80 tonnes).	\$3,000.00
4.	Supply and placement of Granular 'B' backfill materials from pipe springline up to underside of driveway material for driveway portion (approximately 70 tonnes).	\$1,700.00
5.	Supply and placement of imported clean native backfill material from springline of pipe culvert up to the existing grade beyond the driveway portion (approximately 60 m <sup>3</sup> ). <b>Note: The work to include fine grading over the filled in portion of drain. Topsoil placement, grading and seeding to be completed by property owner.</b>	\$900.00
6.	Supply and install Granular 'A' (crushed limestone) compacted driveway surface, minimum 200 mm thickness (approximately 40 tonnes).	\$1,400.00
7.	Supply and placement of stone rip-rap minimum 300 mm thickness c/w filter cloth underlay for sloping end walls (approximately 15 m <sup>2</sup> ). Note: Contractor can elect to salvage rip-rap on the existing end wall.	\$1,000.00
8.	<u>Connection of County Road No. 34 Storm Drain</u> Supply and install 375 x 375 x 150 mm diameter HDPE Tee c/w 1 m high 150 mm diameter HDPE riser pipe with clean out cap, a 90 degree HDPE elbow connecting existing tile into the new 1330 x 1030 CSPA. Core drill into CSPA and concrete encase connection. All pipe to be HDPE Boss 2000 or approved equal connected to existing 375 mm diameter PVC pipe with SDR adapter fitting.	\$1,500.00
9.	Temporary sediment and erosion control measures including placement of sand bags within downstream culvert at location of catch basin on south curb of County Road 34 prior to in-water work and removed immediately after in-water work completed.	\$200.00
	<b>SUB-TOTAL</b>	<b>\$23,200.00</b>

Item	Description	Amount
10.	Survey, report, assessment and final inspection	\$4,500.00
11.	Expenses and incidentals	\$500.00
12.	ERCA application & permit	\$800.00
	<b>TOTAL ESTIMATE</b>	<b>\$29,000.00</b>

The estimate provided in this report was prepared according to current materials and installation prices as of the date of this report. In the event of delays from the time of filing of the report by the Engineer to the time of tendering the work, it is understood that the estimate of cost is subject to inflation. The rate of inflation shall be calculated using the Consumer Price Index applied to the cost of construction from the date of the report to the date of tendering.

### **Assessment of Costs**

The individual assessments are comprised of three (3) assessment components:

- i. Benefit (*advantages relating to the betterment of lands, roads, buildings, or other structures resulting from the improvement to the drain*).
- ii. Outlet Liability (*part of cost required to provide outlet for lands and roads*).
- iii. Special Benefit (*additional work or feature that may not affect function of the drain*).

We have assessed the estimated costs of the drain enclosure against the affected lands and roads as listed in Schedule 'C'.

### **Assessment Rationale**

Special Benefit assessment shown in Schedule 'C' was derived as follows:

1. Costs associated with the new drain enclosure have been assessed 100% to adjoining property Roll No. 460-04400 as listed under "Special Benefit." This includes the costs to connect the County Road No. 34 storm drain into the new culvert for the drain enclosure.

Since there is only one Special Benefit assessment, a separate schedule for details of Special Benefit (Schedule 'D') is not required or included herein.

### **Utilities**

It may become necessary to temporarily or permanently relocate utilities that may conflict with the construction recommended under this report. In accordance with Section 26 of the Drainage Act, we assess any increased cost against the public utility having jurisdiction. Under Section 69 of the Drainage Act, the public utility is at liberty to do the work with its own forces, but if it should not exercise this option within a reasonable time, the Municipality will arrange to have this work completed and the costs will be charged to the appropriate public utility.

The exception to the public utility assessment is the County Road No. 34 road drain. The cost associated with connection of the existing 375 mm diameter road drain to the new drain enclosure culvert is solely to the special benefit of the landowner and is not considered an increased cost in accordance with Section 26 of the Drainage Act. In terms of future maintenance and repair costs of the said road drain, Section 26 would be applicable.

### **Future Maintenance of Drain Enclosure**

We recommend that all future work for repair and/or maintenance of the drain enclosure be carried out by the Town of Tecumseh and assessed 75% against the affected property (Roll No. 460-04400) as a Special Benefit assessment and the remaining 25% assessed to the upstream lands and roads as Outlet assessment in the same relative proportions listed in Schedule 'E'. The southerly part of the drain enclosure serves as a primary access to the property from Malden Road. The assessment apportionment takes into account the higher costs associated with maintaining an enclosed drain versus an open drain as well as the shared costs of maintaining an access bridge. The assessment is based on an arbitrary amount of \$10,000.00 of future maintenance costs.

Properties within the watershed that are south of South Talbot Road are assessed at a reduced rate (10% of the full rate) which is mainly attributed to them using the Malden Road Drain West as a secondary outlet during times of high flows within the South Talbot Road Drain West and Malden Road Drain East. The same assessment rationale was applied to the costs of the previous drainage improvements made in accordance with the October 29, 2012 report. These provisions for maintenance are subject, of course, to any variations that may be made under the authority of the Drainage Act.

### **Drawings and Specifications**

Attached to this report is "Schedule F," which contain specifications setting out the details of the recommended works, and "Schedule G," which represents the following drawings that are also attached to this report:

- Page 1 of 2: Overall Plan**
- Page 2 of 2: Bridge Detail Plan**
- Page 3 of 3: Bridge Details**

### **Approvals**

The construction and/or improvement to a drainage works, including repair and maintenance activities, and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced by the proposed works. Prior to any construction or maintenance works, the Municipality or proponent designated on the Municipality's behalf shall obtain all required approvals/permits and confirm any construction limitations including timing windows, mitigation/off-setting measures, standard practices or any other limitations related to in-stream works.

### **Grants**

In accordance with the provisions of Sections 85, 86 and 87 of the Drainage Act, a grant in the amount of 33-1/3 percent of the assessment eligible for a grant may be made in respect to the assessment made under this report upon privately owned lands used for agricultural purposes. The assessments levied against privately owned agricultural land must also satisfy all other eligibility criteria set out in the Agricultural Drainage Infrastructure Program policies. Most of the privately owned lands are used for agricultural purposes and are eligible under the A.D.I.P. policies. We are not aware of any lateral drains involved in this work that would not be eligible for a grant. We recommend that application be made to the Ontario Ministry of Agriculture and Food in accordance with Section 88 of the Drainage Act, for this grant, as well as for all other grants for which this work may be eligible.

Respectfully submitted,



**DILLON CONSULTING LIMITED**

Tim R. Oliver, P.Eng.

TO:wlb:ges





## SCHEDULE 'A'

### MALDEN ROAD DRAIN WEST – TOWN OF TECUMSEH SUMMARY OF ENGINEERING ON-SITE

Thursday, May 5, 2016 @ 4:00 pm  
St. Mary's Parrish Church Parking Lot

#### In Attendance

Marc Dennis  
Tom Collins  
Andrew Paper  
Ray Langlois  
Lorraine Soulierre  
Paul Emery  
Tim Oliver, P.Eng.  
Sam Paglia, Drainage Superintendent

#### Representing

Landowner  
Landowner  
Landowner  
Landowner  
Landowner  
Gem Garden Homes  
Dillon Consulting Limited  
Town of Tecumseh

Sam Paglia explained purpose of this meeting was to address a request for improvements to the Malden Road Drain West, more specifically the partial enclosure of the drain on the Marc Dennis property located at the southwest corner of Malden Road and County Road 34. Owners of lands that are draining directly or indirectly into the Malden Road Drain West and are located upstream of the drain enclosure would be assessed for costs on the future maintenance and repair of the drain enclosure work. This would include cleaning of the culvert and the future maintenance and repairs to the access bridge segment of the drain enclosure.

Some landowners questioned if the costs of cleaning a culvert were higher than cleaning out a ditch. The answer to this question is yes, however the engineer will generally take this into account when determining the distribution for future maintenance assessments. These assessments will be outlined in the assessment schedule contained within the drainage report for this new drain enclosure.

Tim Oliver noted that all the costs associated with the construction of the drain enclosure including engineering fees for the drainage report will be assessed 100% to the landowner (Marc Dennis) who is benefiting entirely from the enclosure permitting the proposed new house to be constructed on the property. The Malden Road Drain West is presently located entirely on the said property.

Tim Oliver further noted the drain enclosure would be an extension further south of the existing culvert which crosses under County Road 34 to an extent necessary to accommodate the location of the new house and driveway location off of Malden Road. The new culvert would be the same size consisting of an aluminized corrugated steel pipe. Alongside the existing culvert is a 15" PVC storm drainage pipe that outlets into the open portion of the Malden Road Drain West. It will be connected to the new culvert as part of drain enclosure work and assessed 100% to the landowner (Marc Dennis). The County of Essex Roads Dept. will be made aware of the connection method proposed.

Sam Paglia advised all in attendance that a notice will be mailed out along with a copy of the drainage report setting out the date and time the report is scheduled to be considered before Council for adoption. The Engineer estimates completion of report by the end of June 2016. This will be contingent on the homeowner (Marc Dennis) providing the information requested by the engineer in a timely manner. This includes the house dimensions (foot print), positioning upon the lot, adherence to municipal setbacks and septic system approval.

*Summary of meeting prepared by Tim Oliver, P. Eng.*

**"SCHEDULE C"**  
**SCHEDULE OF ASSESSMENT**  
**MALDEN ROAD DRAIN WEST - DRAIN ENCLOSURE**  
**TOWN OF TECUMSEH**

**PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:**

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
460-04400	S.T.R.	N Pt Lot 294 RP 12R9502 Pt 1 & 2	0.16	0.06	Marc D. Dennis	\$29,000.00	\$0.00	\$0.00	\$29,000.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$29,000.00	\$0.00	\$0.00	\$29,000.00
<b>TOTAL ASSESSMENT .....</b>						<b>\$29,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$29,000.00</b>
			(Acres)	(Ha.)					
<b>Total Area:</b>			<b>0.16</b>	<b>0.06</b>					

**"SCHEDULE E"**  
**SCHEDULE OF ASSESSMENT FOR FUTURE MAINTENANCE**  
**MALDEN ROAD DRAIN WEST - DRAIN ENCLOSURE**  
**TOWN OF TECUMSEH**

**ONTARIO LANDS:**

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
King's Highway No. 3	3.16	1.28	Province of Ontario	\$0.00	\$0.00	\$284.00	\$284.00
Total on Ontario Lands.....				\$0.00	\$0.00	\$284.00	\$284.00

**MUNICIPAL LANDS:**

Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
County Road No. 34	2.00	0.81	County of Essex	\$0.00	\$0.00	\$179.00	\$179.00
Malden Road	4.30	1.74	Town of Tecumseh	\$0.00	\$0.00	\$384.00	\$384.00
South Talbot Road	3.71	1.50	Town of Tecumseh	\$0.00	\$0.00	\$331.00	\$331.00
Total on Municipal Lands.....				\$0.00	\$0.00	\$894.00	\$894.00

**PRIVATELY-OWNED - NON-AGRICULTURAL LANDS:**

Roll No.	Con.	Description	Area Affected (Acres) (Ha.)		Owner	Special Benefit	Benefit	Outlet	Total Assessment
410-02905	10	Pt Lot 4 RP 12R8220 Pt 1	0.50	0.20 *	Bethany A. Paper	\$0.00	\$0.00	\$3.00	\$3.00
410-02900	10	N Pt Lot 4	2.37	0.96 *	Turkish-Canadian Cultural Association of Windsor	\$0.00	\$0.00	\$5.00	\$5.00
460-00100	S.T.R.	S Pt Lot 294 RP 12R6849 Pt 2	1.85	0.75	John D. & Brenda L. Hayes	\$0.00	\$0.00	\$44.00	\$44.00
460-00101	S.T.R.	Pt Lot 294 RP 12R6849 Pt 1	8.18	3.31	Trail Riders Saddle Club Incorporated	\$0.00	\$0.00	\$146.00	\$146.00
460-05000	S.T.R.	S Pt Lot 294	5.00	2.02	Gellert & Zsuzsa Bodor	\$0.00	\$0.00	\$89.00	\$89.00
460-04900	S.T.R.	S Pt Lot 294	1.61	0.65	Roy J. & Donna J. Deehan	\$0.00	\$0.00	\$42.00	\$42.00
460-04610	S.T.R.	N Pt Lot 294 RP 12R7012 Pt 1	1.20	0.49	Gary C. & Diana M. Lucier	\$0.00	\$0.00	\$39.00	\$39.00
460-04600	S.T.R.	N Pt Lot 294	5.00	2.02	Franco Ingratta	\$0.00	\$0.00	\$89.00	\$89.00
460-04402	S.T.R.	N Pt Lot 294 RP 12R6777 Pt 1	1.10	0.45	Daniel J. & Loretta A. Mc Carthy	\$0.00	\$0.00	\$38.00	\$38.00
460-04400	S.T.R.	N Pt Lot 294 RP 12R9502 Pt 1 & 2	0.16	0.06	Marc D. Dennis	\$7,500.00	\$0.00	\$8.00	\$7,508.00
Railway			0.40	0.16	Canadian Southern Railway Company	\$0.00	\$0.00	\$21.00	\$21.00
Total on Privately-Owned - Non-Agricultural Lands.....						\$7,500.00	\$0.00	\$524.00	\$8,024.00



**PRIVATELY-OWNED - AGRICULTURAL LANDS**

Roll No.	Con.	Description	Area Affected		Owner	Special Benefit	Benefit	Outlet	Total Assessment	
			(Acres)	(Ha.)						
410-02800	10	Pt. Lot 4 & 5 RP 12R4517 Pt. 1	81.86	33.13	*	Thomas A. Collins	\$0.00	\$0.00	\$146.00	\$146.00
410-02910	10	Pt. Lot 4 RP 12R4517 Pt. 2	23.30	9.43	*	Thomas A. & Lorraine M. Collins	\$0.00	\$0.00	\$42.00	\$42.00
460-00200	S.T.R.	S Pt Lot 294	0.25	0.10		John F. Lafferty	\$0.00	\$0.00	\$4.00	\$4.00
460-04800	S.T.R.	N Pt Lot 294	20.00	8.09		Carlo G. & Italia M. Amicarelli	\$0.00	\$0.00	\$357.00	\$357.00
460-04700	S.T.R.	N Pt Lot 295	10.00	4.05		Sanward Enterprises Inc.	\$0.00	\$0.00	\$179.00	\$179.00
460-04500	S.T.R.	N Pt Lot 294	3.90	1.58		538073 Ontario Inc.	\$0.00	\$0.00	\$70.00	\$70.00
Total on Privately-Owned - Agricultural Lands.....							\$0.00	\$0.00	\$798.00	\$798.00
TOTAL ASSESSMENT .....							\$7,500.00	\$0.00	\$2,500.00	\$10,000.00
			(Acres)	(Ha.)						
Total Area:			179.85	72.78						

\* Denotes properties south of South Talbot Road assessed at a reduced rate using the Malden Road Drain West as a secondary outlet

**“SCHEDULE F”**  
**DRAIN ENCLOSURE OF THE**  
**MALDEN ROAD DRAIN WEST**  
**(MUN. NO. 11875, COUNTY ROAD NO. 34)**  
**Town of Tecumseh**  
**County of Essex**  
**SPECIAL PROVISIONS**

**1.0 GENERAL SPECIFICATIONS**

The General Specifications attached hereto is part of “Schedule F.” It also forms part of this specification and is to be read with it, but where there is a difference between the requirements of the General Specifications and those of the Special Provisions which follow, the Special Provisions will take precedence.

**2.0 DESCRIPTION OF WORK**

The work to be carried out under this Contract includes, but is not limited to, the supply of all **labour and materials** to complete the following items:

- Removal of two (2) trees within the working area including the disposal off-site as required to accommodate the drainage works.
- Supply and place a new 38 m long, 1330 x 1030 mm aluminized corrugated steel pipe arch (CSPA) culvert with 125 mm x 25 mm corrugations and 2.8 mm thickness including couplers and hardware (see Specifications).
- Supply and placement of clear stone bedding materials below pipe, minimum 150 mm thickness, up to pipe springline (approximately 80 tonnes).
- Supply and placement of Granular 'B' backfill materials from pipe springline up to underside of driveway material for driveway portion (approximately 70 tonnes).
- Supply and placement of imported clean native backfill material from springline of pipe culvert up to the existing grade beyond the driveway portion (approximately 60 m<sup>3</sup>). **Note: The work to include fine grading over the filled in portion of drain. Topsoil placement, grading and seeding to be completed by property owner.**
- Supply and install Granular 'A' (crushed limestone) compacted driveway surface, minimum 200 mm thickness (approximately 40 tonnes).
- Supply and placement of stone rip-rap minimum 300 mm thickness c/w filter cloth underlay for sloping end walls (approximately 15 m<sup>2</sup>). **Note: Contractor can elect to salvage rip-rap on the existing end wall.**
- Connection of County Road No. 34 Storm Drain Supply and install 375 x 375 x 150 mm diameter HDPE Tee c/w 1 m high 150 mm diameter HDPE riser pipe with clean out cap, a 90 degree HDPE elbow connecting existing tile into the new 1330 x 1030 CSPA. Core drill into CSPA and concrete encase connection. All pipe to be HDPE Boss 2000 or approved equal connected to existing 375 mm diameter PVC pipe with SDR adapter fitting.

### 3.0 ACCESS TO THE WORK

Access to the drain shall be from Malden Road. Through traffic must be maintained at all times along municipal roads with the required traffic control as per Section 13.0 in the General Specifications. Any damage resulting from the Contractor's access to the drain enclosure site shall be rectified to pre-existing conditions at his expense.

### 4.0 WORKING AREA

The working area at the drain enclosure site shall be restricted to the Malden Road right-of-way and an 8 metre wide corridor located west of the easterly limit of the property Roll No. 460-04400 over the entire length of the enclosure from Station 0+563 to Station 0+601.

**Any damages to lands and/or roads from the Contractor's work within the working areas for the drain enclosure site shall be rectified to pre-existing conditions at his/her expense. The exception being the topsoil placement, grading and seeding of filled in drain portion that is to be completed by the property owner.**

### 5.0 DRAIN ENCLOSURE CONSTRUCTION

#### 5.1 Location of New Drain Enclosure

The new drain enclosure shall be installed as shown on the drawing attached hereto.

#### 5.2 Materials for New Drain Enclosure

Materials shall be as follows:

<i>Culvert Pipe</i>	<i>New 38.0 m long, 1330x1030 mm aluminized Type II corrugated steel pipe arch (CSPA) wall thickness of 2.8 mm and 125 mm x 25 mm corrugations with rerolled ends. New culvert shall be joined with annular aluminized corrugated wide bolt and angle couplers (minimum of 8 corrugation overlap and 2.8 mm wall thickness) and no single pipe less than 6.0 m in length. All pipes connected with couplers shall abut to each other with no more than a 25 mm gap between pipes prior to installation of the coupler and wrapped with filter fabric.</i>
<i>Pipe Bedding Below Pipe</i>	<i>20-25 mm clear stone conforming to OPSS Division 10.</i>
<i>Backfill up to Pipe Springline</i>	<i>20-25 mm clear stone conforming to OPSS Division 10.</i>
<i>Backfill Above Pipe Springline up to Driveway Surface Materials</i>	<i>Granular 'B' conforming to OPSS Division 10.</i>
<i>Backfill Above Pipe Springline Beyond Driveway</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Driveway Surface</i>	<i>Granular 'A' made from crushed limestone conforming to OPSS Division 10. Minimum 200 mm thickness.</i>

<i>Erosion Stone</i>	<i>All stone to be used for erosion protection shall be 125 - 250 mm clear quarried rock or OPSS 1004, minimum 300 mm thickness.</i>
<i>Buffer Strips</i>	<i>Dry native material free of topsoil, organic matter, broken concrete, steel, wood and deleterious substances.</i>
<i>Filter Fabric</i>	<i>"Non-Woven" geotextile filter fabric with a minimum strength equal to or greater than Terrafix 270R, Amoco 4546, Mirafi 140NC or approved equivalent.</i>

### **5.3 Culvert Installation**

Suitable dykes shall be constructed in the drain so that the installation of the pipe can be accomplished in the dry. The drain bottom shall be cleaned, prepared, shaped and compacted to suit the new culvert configuration, as shown on the drawings. Granular materials shall be compacted to 100% of their maximum dry density; imported clean native materials shall be supplied, placed and compacted to 95% of their maximum dry density.

### **5.4 Sloping Stone End Walls**

End walls shall be constructed of quarry stone rip-rap, as specified herein. Each end wall shall extend from the invert of the new culvert to the top of the proposed lane. The end walls shall be sloped 1 vertical to 1.5 horizontal with a filter fabric underlay surrounding the pipe and spanning across the entire width of the drain and wrapping around the drain banks to align with the ends of the new pipe culvert. The minimum thickness requirement of the erosion stone layer is 300 mm with no portion of the filter fabric to be exposed to sunlight.

### **5.5 Granular 'A' Driveway**

The Contractor shall construct the driveway with a maximum 3% cross-fall grade consisting of a minimum 200 mm thickness of compacted Granular 'A' (crushed limestone) surface. The minimum top width of the driveway shall be as shown on the drawings.

### **5.6 Imported, Clean, Native Materials**

Clean, native materials suitable for use as backfill, as defined under Section 5.2, shall be imported to enclose the drain as required to complete the work as shown on the drawings.

### **5.7 County Road No. 34 Drain Connection**

The existing 375 mm diameter PVC storm drain situated alongside the 1330 x 1030 mm polymer laminated corrugated steel pipe arch culvert shall be connected to the said culvert using high density polyethylene pipe (Armtex Boss 2000 or approved equal) with smooth interior wall. The connection shall require a SDR adapter fitting joining PVC pipe to HDPE pipe, a 375 x 375 x 150 mm HDPE tee and a 150 mm diameter HDPE riser pipe with cap to provide a cleanout entry point for maintenance and to outlet the storm drain into the culvert using a 90 degree elbow HDPE fitting. The culvert shall be core drilled for the 375 mm diameter PVC pipe that inserts 100 mm into the culvert. The connection shall be encased in concrete grout to provide a seal and structural support.

## **GENERAL SPECIFICATIONS**

### **1.0 AGREEMENT AND GENERAL CONDITIONS**

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

Where the word "Drainage Superintendent" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction to superintend the work.

Tenders will be received and contracts awarded only in the form of a lump sum contract for the completion of the whole work or of specified sections thereof. The Tenderer agrees to enter into a formal contract with the Municipality upon acceptance of the tender. The General Conditions of the contract and Form of Agreement shall be those of the Stipulated Price Contract CCDC2-Engineers, 1994 or the most recent revision of this document.

### **2.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

Each tenderer must visit the site and review the plans and specifications before submitting his/her tender and must satisfy himself/herself as to the extent of the work and local conditions to be met during the construction. Claims made at any time after submission of his/her tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions, will not be allowed. The Contractor will be at liberty, before bidding to examine any data in the possession of the Municipality or of the Engineer.

The quantities shown or indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking the quantities for accuracy prior to submitting his/her tender.

### **3.0 MAINTENANCE PERIOD**

The successful Tenderer shall guarantee the work for a period of one (1) year from the date of acceptance thereof from deficiencies that, in the opinion of the Engineer, were caused by faulty workmanship or materials. The successful Tenderer shall, at his/her own expense, make good and repair deficiencies and every part thereof, all to the satisfaction of the Engineer. Should the successful Tenderer for any cause, fail to do so, then the Municipality may do so and employ such other person or persons as the Engineer may deem proper to make such repairs or do such work, and the whole costs, charges and expense so incurred may be deducted from any amount due to the Tenderer or may be collected otherwise by the Municipality from the Tenderer.

### **4.0 GENERAL CO-ORDINATION**

The Contractor shall be responsible for the coordination between the working forces of other organizations and utility companies in connection with this work. The Contractor shall have no cause of action against the Municipality or the Engineer for delays based on the allegation that the site of the work was not made available to him by the Municipality or the Engineer by reason of the acts, omissions, misfeasance or non-feasance of other organizations or utility companies engaged in other work.

### **5.0 RESPONSIBILITY FOR DAMAGES TO UTILITIES**

The Contractor shall note that overhead and underground utilities such as hydro, gas, telephone and water are not necessarily shown on the drawings. It is the Contractor's responsibility to contact utility companies for information regarding utilities, to exercise the necessary care in construction operations and to take other precautions to safeguard the utilities from damage. All work on or

adjacent to any utility, pipeline, railway, etc., is to be carried out in accordance with the requirements of the utility, pipeline, railway, or other, as the case may be, and its specifications for such work are to be followed as if they were part of this specification. The Contractor will be liable for any damage to utilities.

#### **6.0 CONTRACTOR'S LIABILITY**

The Contractor, his/her agents and all workmen or persons under his/her control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carrying on of the work, or by any neglect on the Contractor's part.

The Contractor, shall indemnify and hold harmless the Municipality and the Engineer, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of or attributable to the Contractor's performance of the contract.

#### **7.0 PROPERTY BARS AND SURVEY MONUMENTS**

The Contractor shall be responsible for marking and protecting all property bars and survey monuments during construction. All missing, disturbed or damaged property bars and survey monuments shall be replaced at the Contractor's expense, by an Ontario Land Surveyor.

#### **8.0 MAINTENANCE OF FLOW**

The Contractor shall, at his/her own cost and expense, permanently provide for and maintain the flow of all drains, ditches and water courses that may be encountered during the progress of the work.

#### **9.0 ONTARIO PROVINCIAL STANDARDS**

Ontario Provincial Standard Specifications (OPSS) and Ontario Provincial Standard Drawings (OPSD) shall apply and govern at all times unless otherwise amended or extended in these Specifications or on the Drawing. Access to the electronic version of the Ontario Provincial Standards is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>. Under the title Technical Manuals is a link to the Ontario Provincial Standards. Users require Adobe Acrobat to view all pdf files.

#### **10.0 APPROVALS, PERMITS AND NOTICES**

The construction of the works and all operations connected therewith are subject to the approval, inspection, by-laws and regulations of all Municipal, Provincial, Federal and other authorities having jurisdiction in respect to any matters embraced in this Contract. The Contractor shall obtain all approvals and permits and notify the affected authorities when carrying out work in the vicinity of any public utility, power, underground cables, railways, etc.

#### **11.0 SUBLETTING**

The Contractor shall keep the work under his/her personal control, and shall not assign, transfer, or sublet any portion without first obtaining the written consent of the Municipality.

#### **12.0 TIME OF COMPLETION**

The Contractor shall complete all work on or before the date fixed at the time of tendering. The Contractor will be held liable for any damages or expenses occasioned by his/her failure to complete the work on time and for any expenses of inspection, superintending, re-tendering or re-surveying, due to their neglect or failure to carry out the work in a timely manner.

### **13.0 TRAFFIC CONTROL**

The Contractor will be required to control vehicular and pedestrian traffic along roads at all times and shall, at his/her own expense, provide for placing and maintaining such barricades, signs, flags, lights and flag persons as may be required to ensure public safety. The Contractor will be solely responsible for controlling traffic and shall appoint a representative to maintain the signs and warning lights at night, on weekends and holidays and at all other times that work is not in progress.

All traffic control during construction shall be strictly in accordance with the **Occupational Health and Safety Act** and the current version of the **Ontario Traffic Manuals**. Access to the electronic version of the **Ontario Traffic Manual** is available online through the MTO website, free of charge to all users. To access the electronic standards on the Web go to <http://www.mto.gov.on.ca/english/transrd/>, click on "Library Catalogue," under the "Title," enter "Ontario Traffic Manual" as the search. Open the applicable "Manual(s)" by choosing the "Access Key," once open look for the "Attachment," click the pdf file. Users require Adobe Acrobat to view all pdf files.

**Contractors are reminded of the requirements of the Occupational Health and Safety Act pertaining to Traffic Protection Plans for workers and Traffic Control Plan for Public Safety.**

### **14.0 SITE CLEANUP AND RESTORATION**

As part of the work and upon completion, the Contractor shall remove and dispose of, off-site any loose timber, logs, stumps, large stones, rubber tires, cinder blocks or other debris from the drain bottom and from the side slopes. Where the construction works cross a lawn, the Contractor shall take extreme care to avoid damaging the lawn, shrubs and trees encountered. Upon completion of the work, the Contractor shall completely restore the area by the placement and fine grading of topsoil and seeding or sodding the area as specified by the Engineer or Drainage Superintendent.

### **15.0 UTILITY RELOCATION WORKS**

In accordance with Section 26 of the Drainage Act, if utilities are encountered during the installation of the drainage works that conflict with the placement of the new culvert, the operating utility company shall relocate the utility at their own costs. The Contractor however will be responsible to co-ordinate these required relocations (if any) and their co-ordination work shall be considered incidental to the drainage works.

### **16.0 FINAL INSPECTION**

All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted during the final inspection shall be immediately rectified by the Contractor.

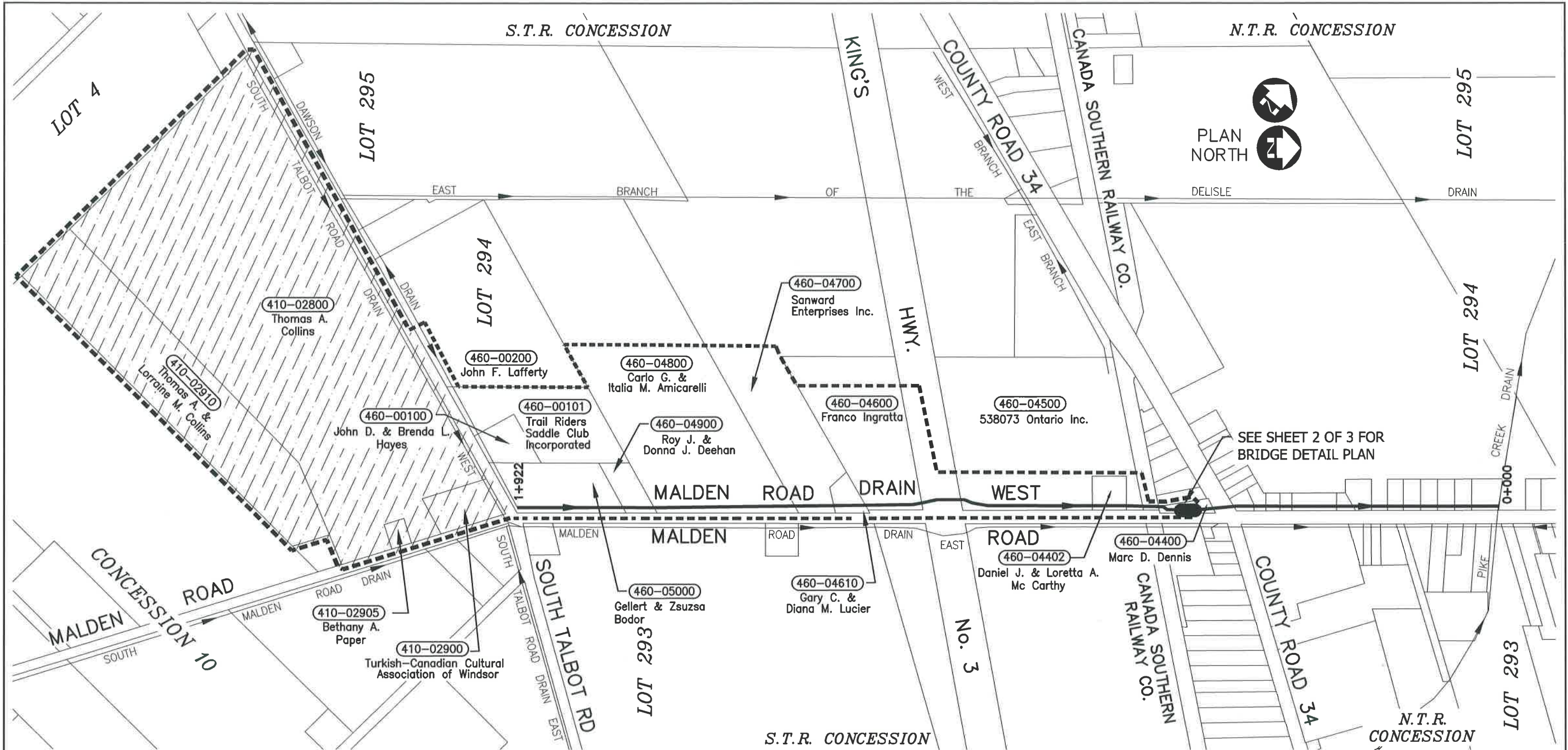
Final inspection will be made by the Engineer within 20 days after the Drainage Superintendent has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

### **17.0 FISHERIES CONCERNS**

Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise approved by the appropriate authorities.

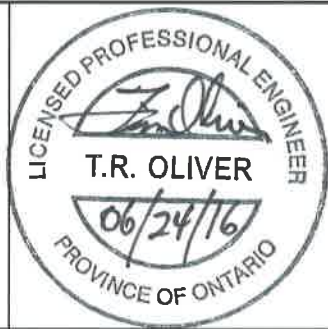


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OVERALL PLAN  
SCALE-1:7,500

LEGEND	
	MALDEN ROAD DRAIN WEST DRAINAGE AREA
	MALDEN ROAD DRAIN WEST
	OTHER DRAINS
	BENCHMARK
	AREA WITHIN WATERSHED BOUNDARY OF SOUTH TALBOT ROAD DRAIN WEST UTILIZING MALDEN ROAD WEST DRAIN (SECONDARY OUTLET)
	NEW DRAIN ENCLOSURE



Conditions of Use

Verify elevations and/or dimensions on drawing prior to use. Report any discrepancies to Dillon Consulting Limited.

Do not scale dimensions from drawing.

Do not modify drawing, re-use it, or use it for purposes other than those intended at the time of its preparation without prior written permission from Dillon Consulting Limited.

No.	ISSUED FOR	DATE	BY
3	FINAL REPORT	JUNE 24/16	TRO
2	REVISED FOR ERCA	JUNE 21/16	TRO
1	CLIENT REVIEW	JUNE 6/16	TRO

DESIGN	TRO	REVIEWED BY	JJT
DRAWN	WLB	CHECKED BY	MDH
DATE	JUNE 24, 2016		
SCALE	AS SHOWN		

PROJECT NO.	16-3903
DRAWING SCALES BASED ON A 11" X 17" SHEET	

'SCHEDULE G'	
Drainage Report for the <b>MALDEN ROAD DRAIN WEST</b> Mun. No. 11875 County Road No. 34 Town of Tecumseh County of Essex	
SHEET TITLE	OVERALL PLAN
PAGE NO.	1 of 3







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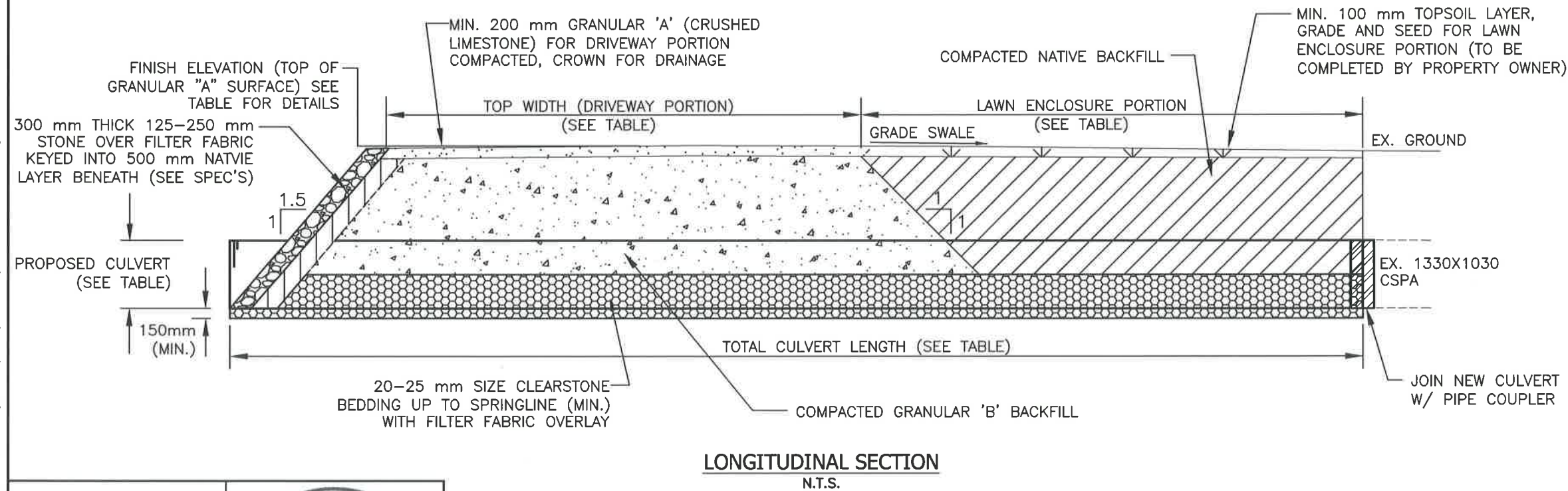
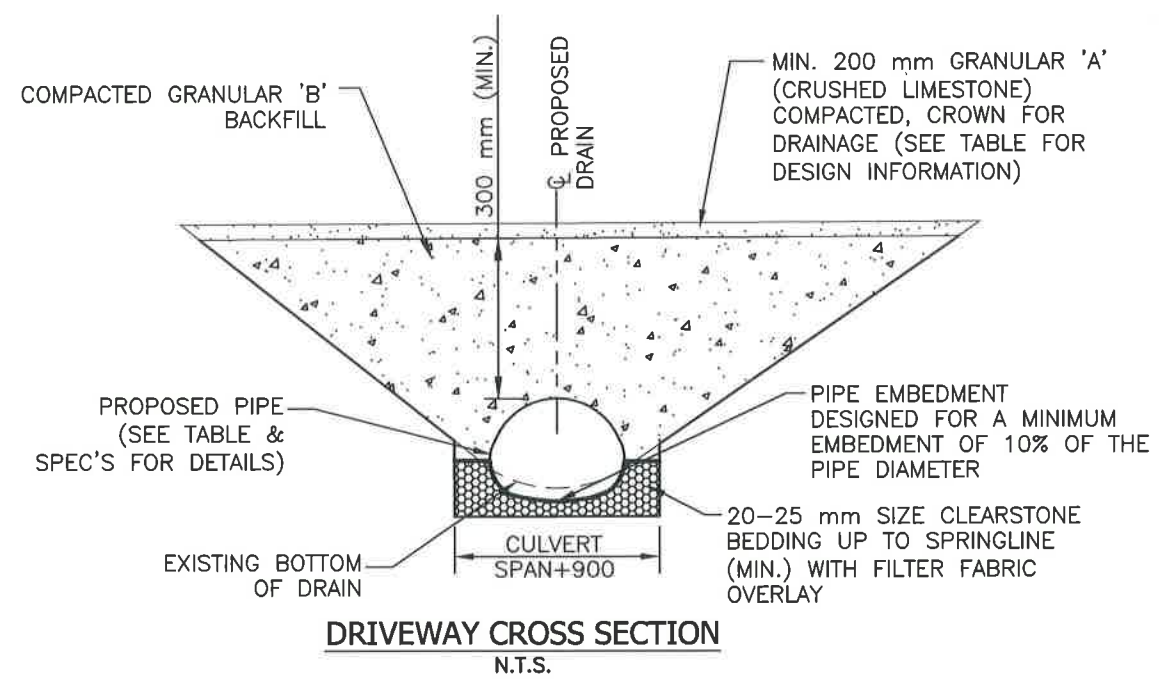
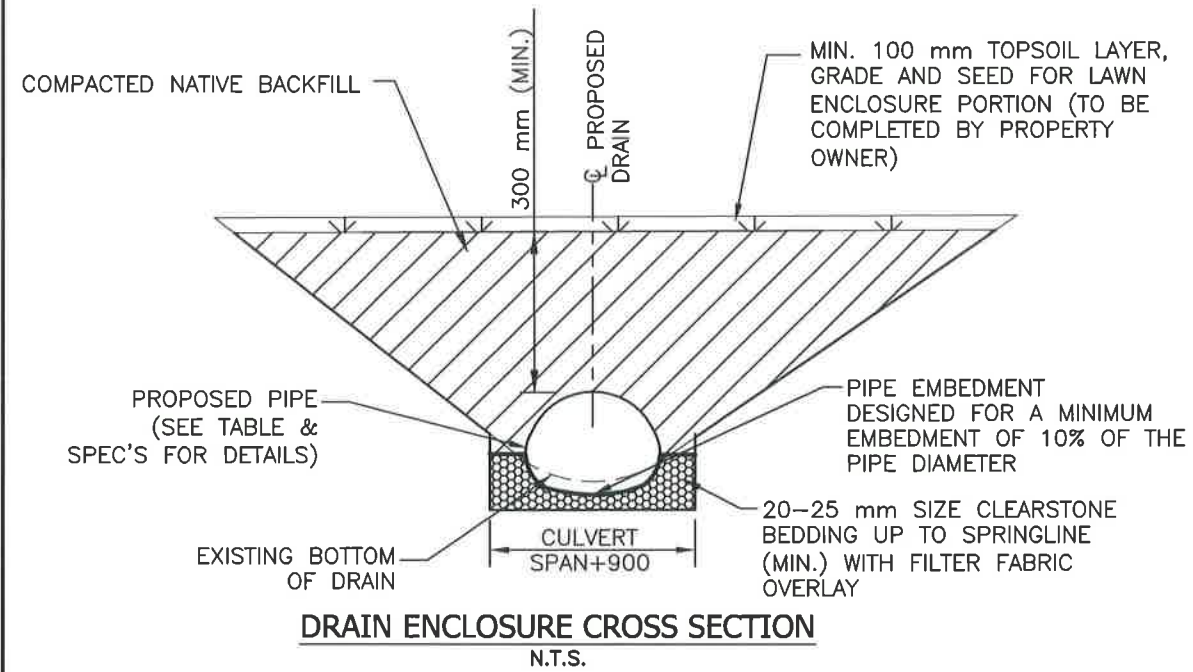
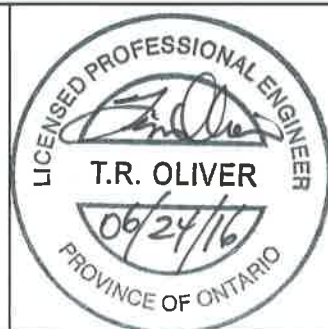


TABLE 1 - ACCESS CULVERT DESIGN INFORMATION	
DESCRIPTION	BRIDGE DETAILS
PIPE INVERT ELEV. U/S SIDE(m)	98.05
PIPE INVERT ELEV. D/S SIDE(m)	98.04
TOP OF $\phi$ DRIVEWAY SURFACE ELEV. (m)	99.40
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	98.14
MIN. TOP WIDTH OF DRIVEWAY (m)	7.3
MIN. CULVERT GRADE (%)	0.03
CULVERT TYPE	C.S.P.A.
CULVERT MATERIAL	ALUM.
CULVERT LENGTH (m)	38.0
CULVERT THICKNESS (mm)	2.8
CULVERT CORRUGATIONS (mm)	125x25
PIPE SIZE (mm)	1330x1030
CULVERT END WALL TYPE	SLOPING STONE



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Do not scale dimensions from drawing.

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PROJECT NO.	16-3903
DRAWING SCALES BASED ON A 11" X 17" SHEET	

#### 'SCHEDULE G'

Drainage Report for the  
**MALDEN ROAD DRAIN WEST**  
Mun. No. 11875 County Road No. 34  
Town of Tecumseh  
County of Essex

SHEET TITLE  
**BRIDGE DETAILS**

PAGE NO.  
**3 of 3**

## 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	In progress
3/17	Mar 14, 2017		Alley Closing Policy	An alley closing policy is requested to establish a uniformed process for closing alleys.	Clerks	June 27 Policies & Priorities Committee
4/17	Mar 28, 2017		Oldcastle Hamlet	The presentation and requests made by FOOD is referred to Administration for a report and recommendation.	Planning	
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.	PWES	June 27 RCM
9/17	May 9, 2017		Dillon Drive Name Recognition	Naming recognition is requested for Jack Dillon, who died in World War II and is the name sake for Dillon Drive.	Clerks	Referred to the Cultural & Arts Advisory Committee
10/17	May 9, 2017		Anti-Idling	An update is requested on the review of an anti-idling regulation and request from the City of Windsor for an idling time for vehicles to be set at 3 minutes, excluding transit.	PW	

Meeting Date: May 23, 2017

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-39

Being a by-law to confirm the proceedings of the  
**May 23, 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 23, 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 23, 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 23<sup>rd</sup> day of May, 2017.

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

“SEAL”

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