

Tuesday, May 23, 2017, 7:00 PM
Tecumseh Town Hall
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
- 18. ADJOURNMENT

**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

Gary McNamara, Mayor

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 11th 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

Gary McNamara, Mayor

Laura Moy, Clerk



Capacity & Safety Improvements

CR 22 / CR 19 Intersection

Noise Exemption Request

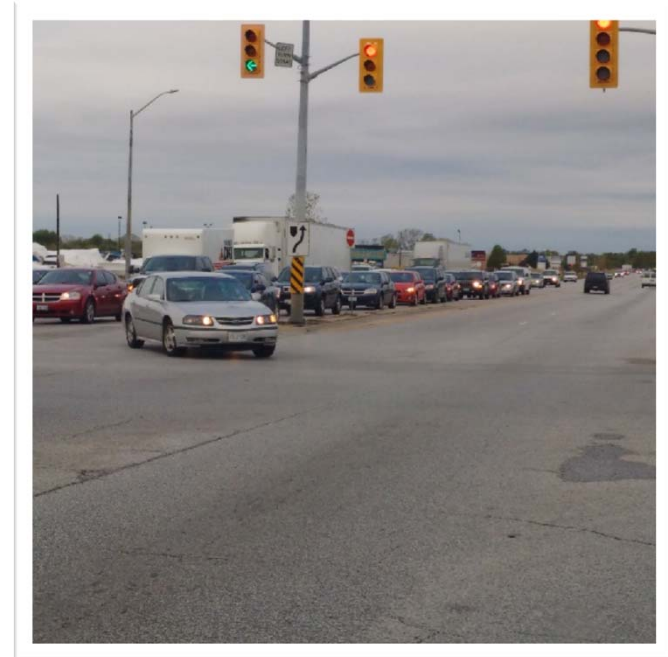
- Exemption from the noise bylaw was requested of Tecumseh and Lakeshore
- Lakeshore has granted the exemption
- Tecumseh is requested to also grant the exemption to assist with the expediting of the construction activities

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

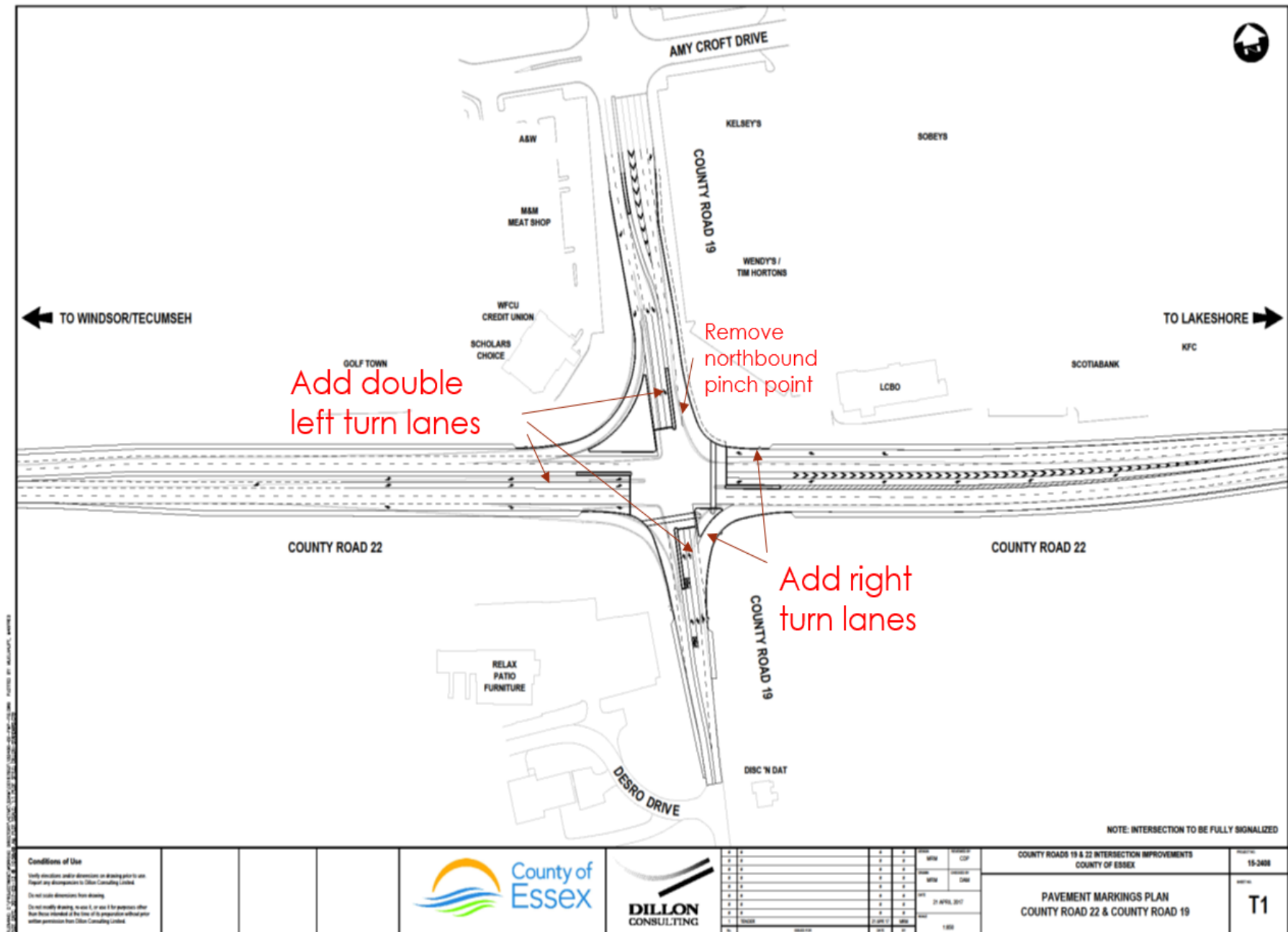
Existing Conditions

- 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

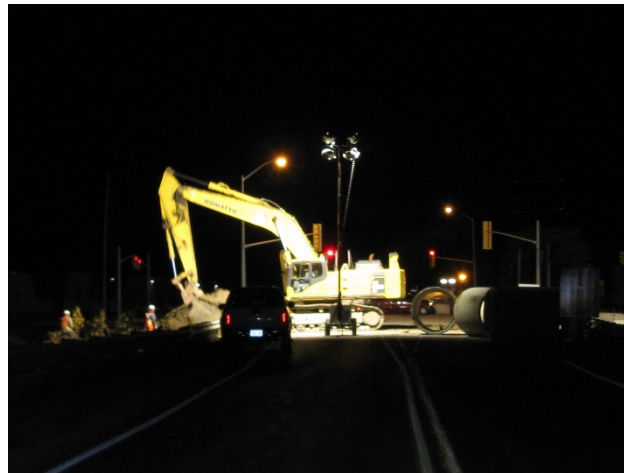
- There are six anticipated stages:
- Complex staging requires numerous lane shifts and configurations during the life of the project
- Combination of day time and night time works
- CR 22 will be restricted to single lane in each direction
- Anticipate 3 week closure of CR 19 south of CR 22
- Anticipate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

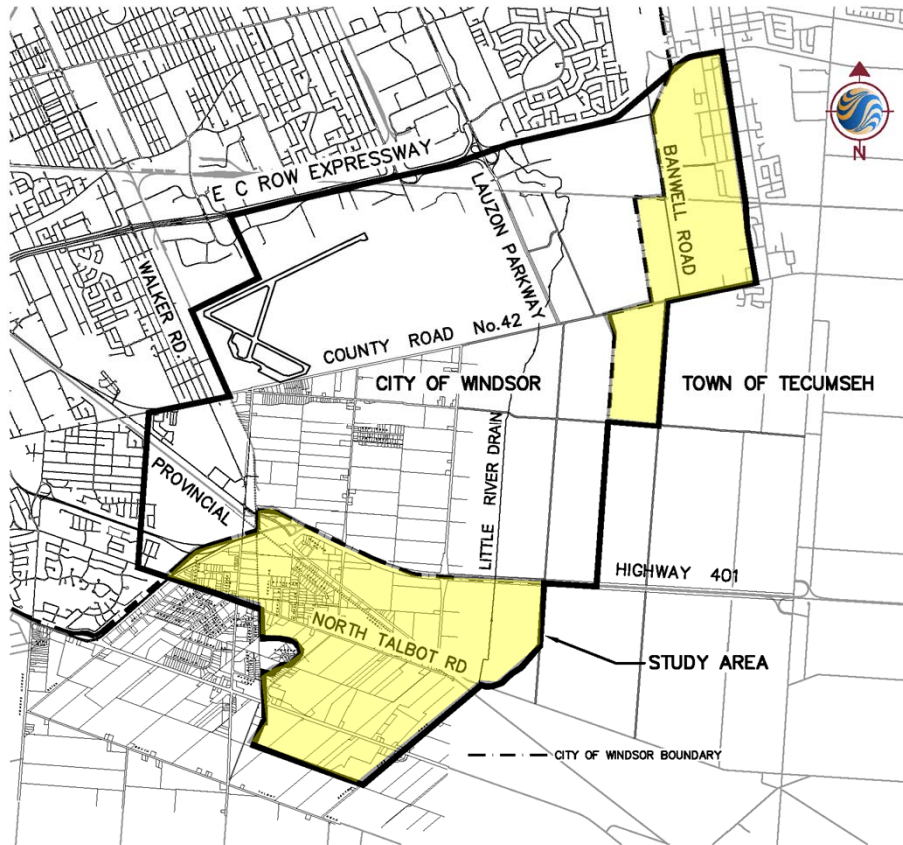
Study Objectives

- 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



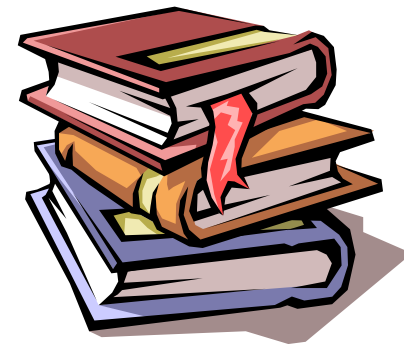
Total area= 4500 Ha

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
Natural Environment						
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
Total	4	12	21	40	35	35
Average	1	3	5	10	9	9
Economic Environment						
Total Capital Cost	10	5	1	1	1	1
Total Maintenance Cost	1	1	5	5	5	5
Total	11	6	6	6	6	6
Average	5.5	3	3	3	3	3
Technical Environment						
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
Total	3	3	12	16	30	25
Average	1	1	4	5	10	8
Social / Cultural Environment						
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
Total	21	16	35	30	20	35
Average	5	4	9	8	5	9
Total (sum of all criteria) out of 130	39	37	74	92	91	101
Total (sum of category averages) out of 40	13	11	21	26	27	29

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

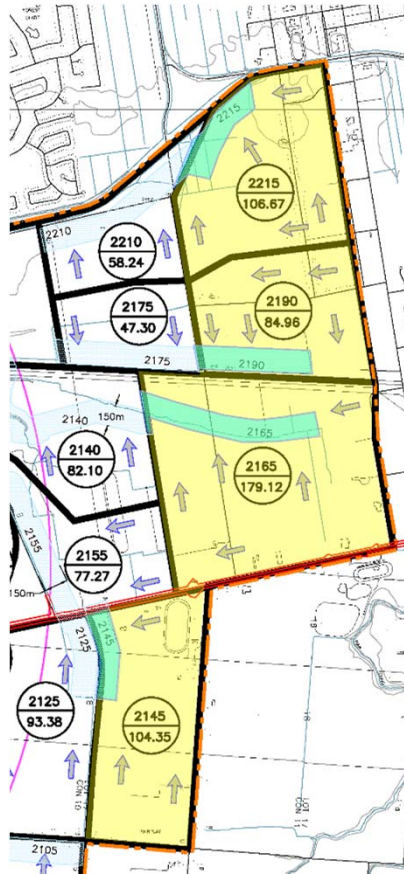
Preferred Alternative

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



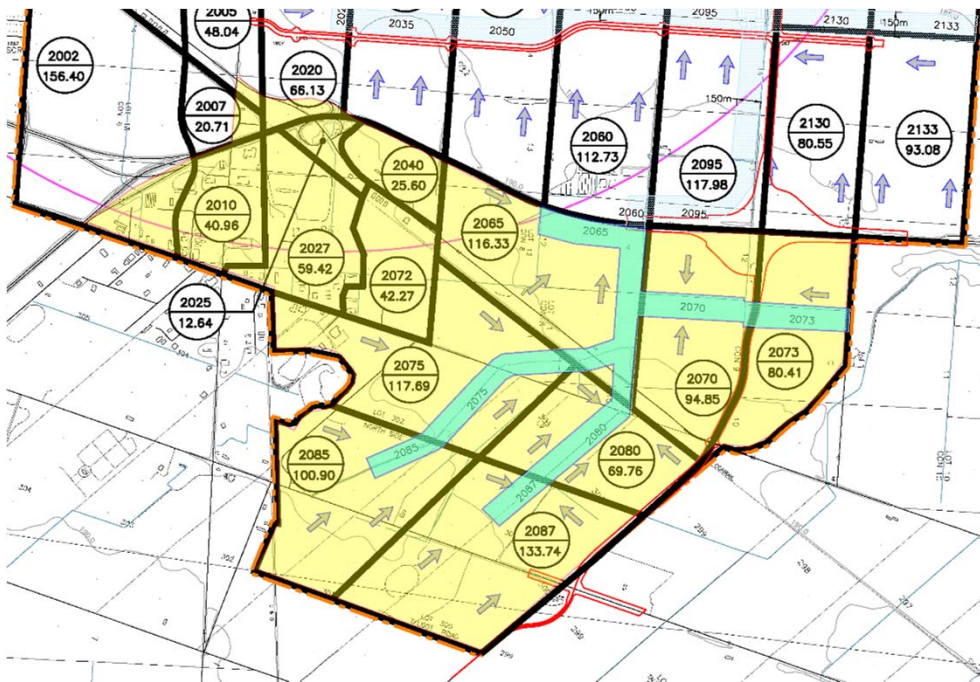
Proposed Stormwater Management Corridors



Tecumseh Hamlet

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

Proposed Stormwater Management Corridors



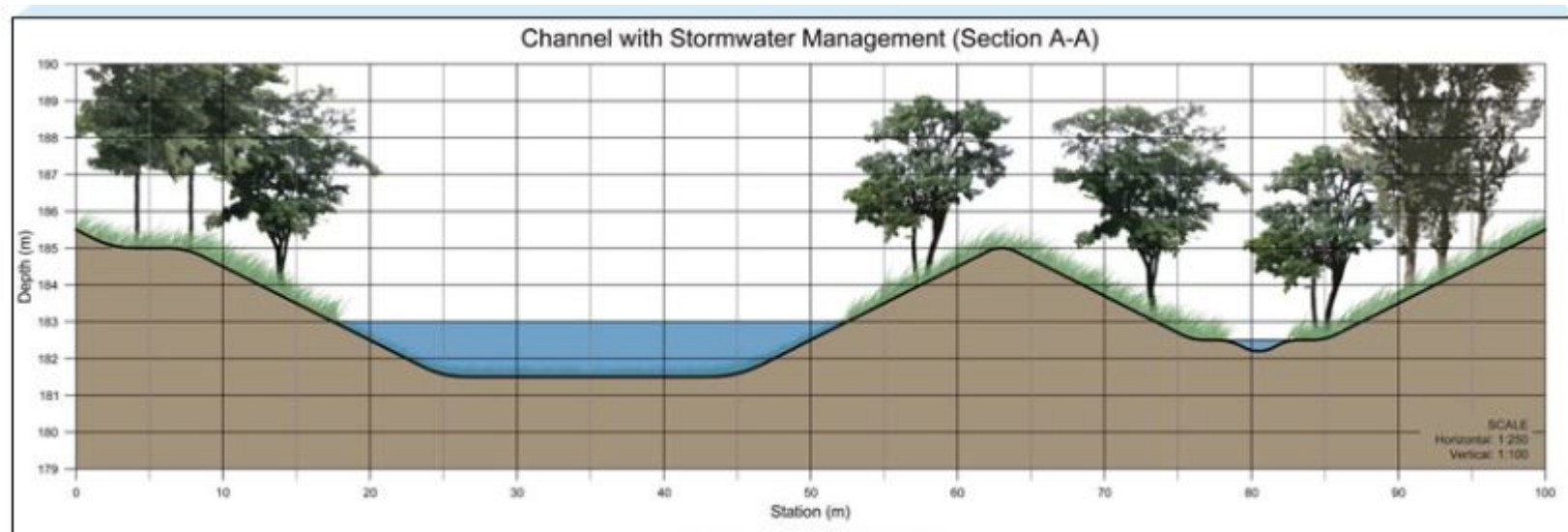
Oldcastle Hamlet and Surrounding Area South of Hwy 401

- Existing Commercial/Industrial Areas
- Future Development Areas
 - 9th Concession Drain
 - Downing Drain
 - Beehan 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 10th, 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 . 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 27th 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^e 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 7th 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

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:

Property	Amendment
Tecumseh Area Historical Society site including log cabin and sheds	Add – 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

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'.

NEW BUSINESS

NEXT MEETING

ADJOURNMENT

Carried

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

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.)ⁱ

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.)ⁱⁱ

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.)ⁱⁱⁱ

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.”^{iv}

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:

Justin Appler
CAO Intern

Reviewed by:

Lesley Racicot
Manager Strategic Initiatives

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

JA

ⁱ <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>

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

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

^{iv} <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

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

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:

Reviewed by:

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

Paul Anthony, RRPA
Director Parks & Recreation

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1.

LM



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

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 31st 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 12th 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 8th 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:

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
Tax Supported			
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)
Total Tax Supported		811,577	811,577
Opening Surplus (shown under Corp. Shared)		(1,167,543)	(1,167,543)
Operating Variance		(355,966)	(355,966)
Capital Variance		(9,631)	(9,000)
Total Tax Supported 2016 Budget Variance		(365,597)	(364,966)
Rate Supported			
Sanitary Sewers		(56,990)	(56,990)
Waterworks System		(217,118)	(217,118)
Total Rate Supported		(274,108)	(274,108)
Total Summary of All Units		(639,705)	(639,705)

¹Sanitary 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

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 Data¹ 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

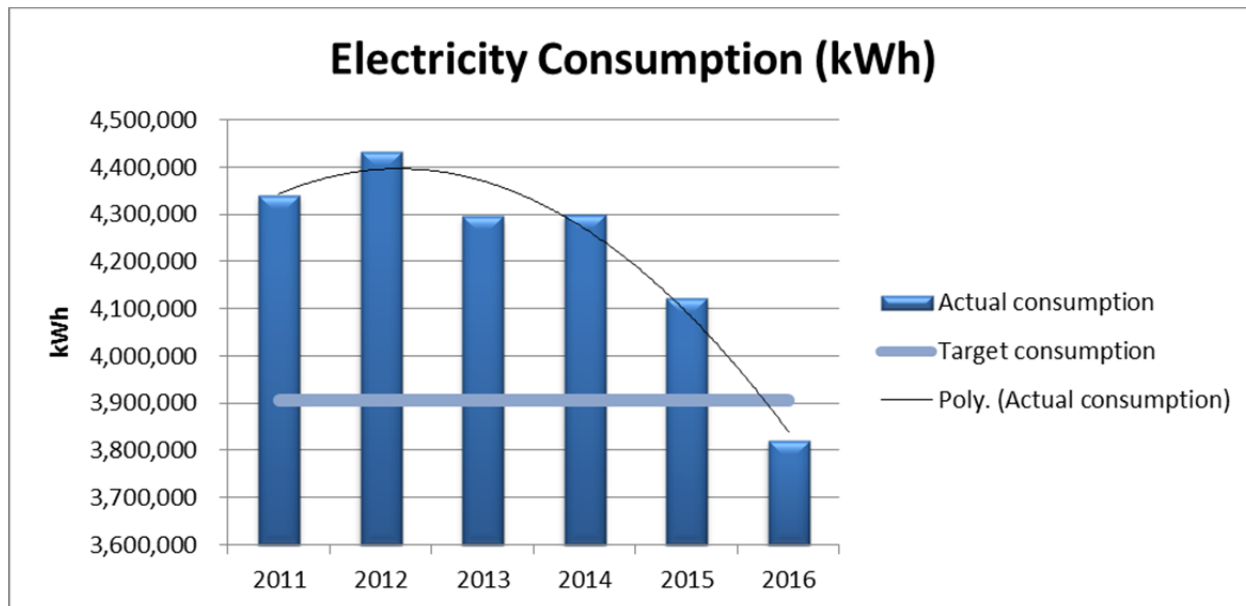
Table 2 provides Revised 2011 Base Data¹ with respect to GHG emissions. An Emission Intensity measure is also provided. For the Facilities category, Emission Intensity is a measure of GHG emissions with respect to floor space and is expressed as KG per square metre or KG/m2. For the Optional categories, Emission Intensity is a measure of KG with respect to unit count.

Table 2 – GHG Emissions – Base Data and Targets

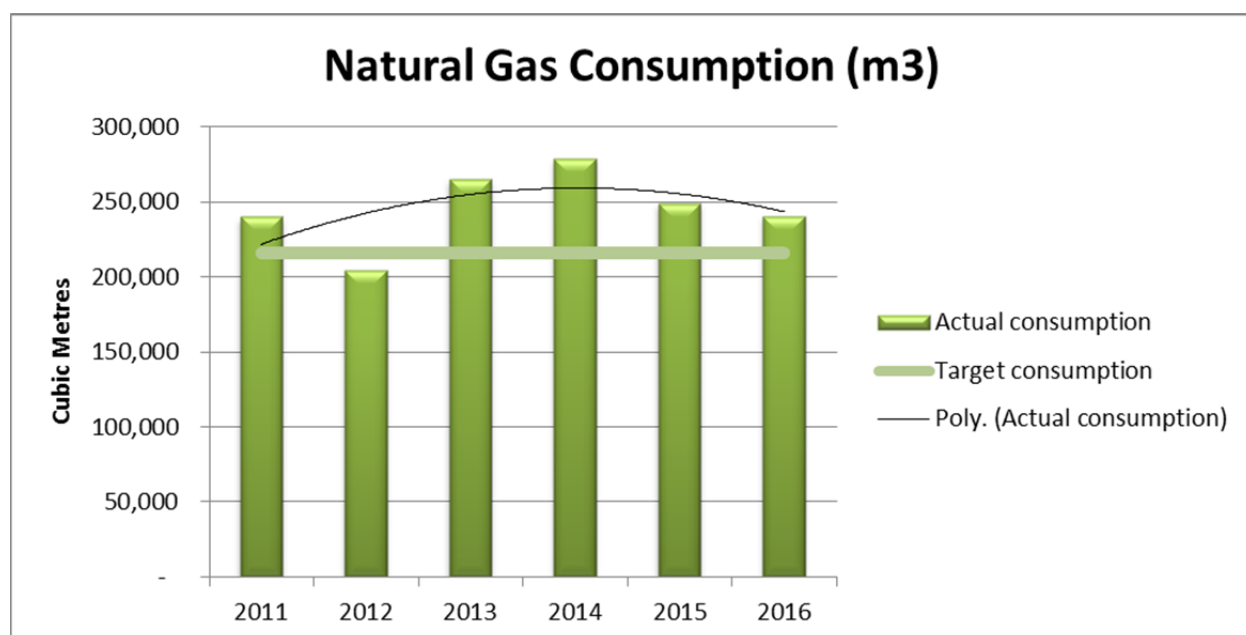
Revised Base Data				Target	GHG Emission	Target GHG
	Energy Source	Emissions (KG)	10% Reduction	Emission (KG)	Intensity	Emission Intensity
Facilities	Electricity	347,253	34,725	312,528	27	24
	Natural Gas	453,595	45,360	408,236	36	32
		GHG				
		Emissions (KG)				
Optional Categories	Street Lights (Elec.)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

¹ See Appendix A for detailed reconciliation of 2011 Revised Base Data vs. 2011 Original Base Data

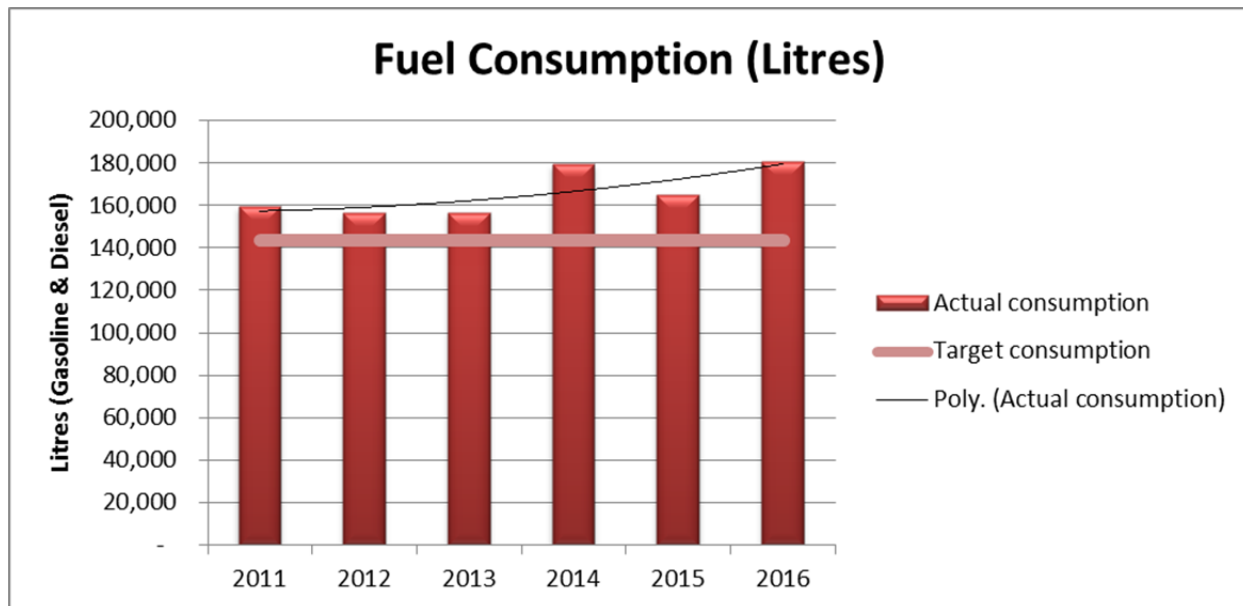
The following charts reflect consumption/emission trends since 2011 and include our 2019 target levels for comparison. Weather will impact consumption in particular periods, so the emphasis should be placed on long-term averages and trends.



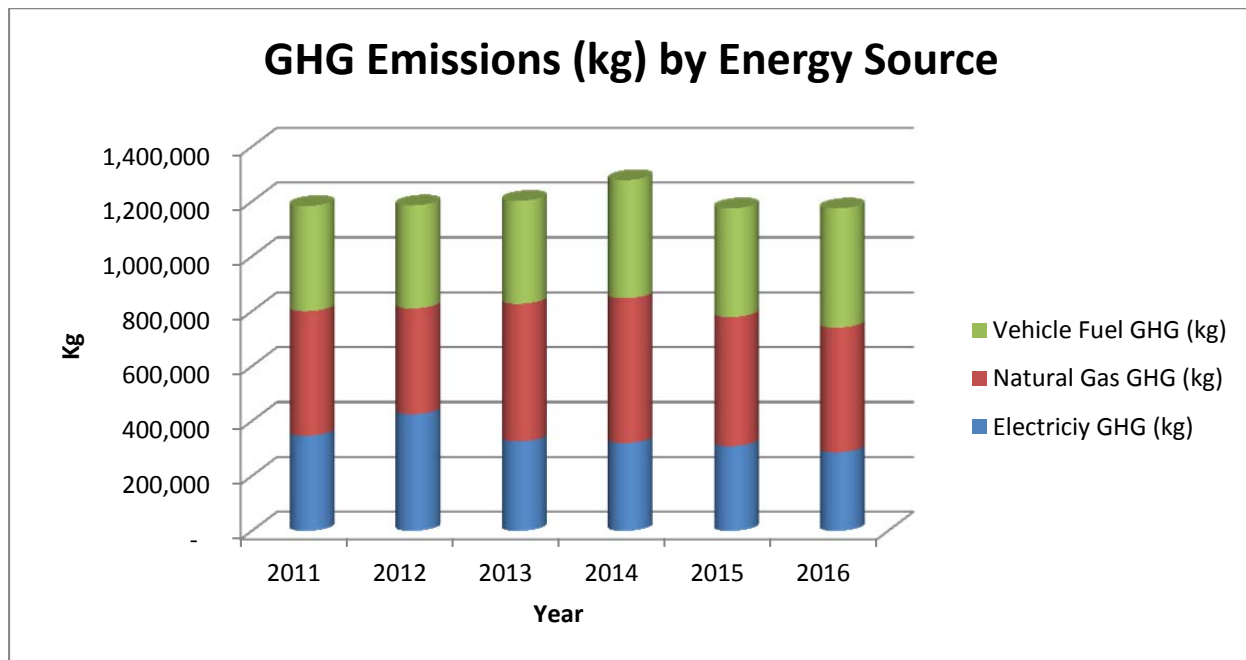
Gross electricity consumption has trended downwards benefitting largely from the conversion of Town street lights to LED technology. Additionally, most early energy conservation initiatives, such as indoor lighting fixture retrofits, light motion sensors and programmable thermostats have impacted electricity 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%
		Energy Intensity (Usage/Unit)	Energy Intensity (Usage/Unit)				
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:

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

Reviewed by:

Reviewed by:

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

Paul Anthony, RRFA
Director Parks & Recreation

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

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

TK

Appendix A						
Revised 2011 Base Data Reconciliation						
Reconciliation		Hydro Usage	Nat Gas Usage	Fuel	Floor Space	Unit Count
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
Revised 2011 Base Data		2,260,435	239,918	159,579	12,841	851



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

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 8th 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 2nd 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. 1st 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
Tax Supported			
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
Total Tax Supported		-296,203	-296,203
Rate Supported¹			
Sanitary Sewers		253,001	253,001
Waterworks System		-2,596	-2,596
Total Rate Supported		250,405	250,405
Total Summary of All Units		-45,798	-45,798

¹Sanitary 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

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

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:

Kerri Rice
Manager Recreation Programs & Events

Reviewed by:

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

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.

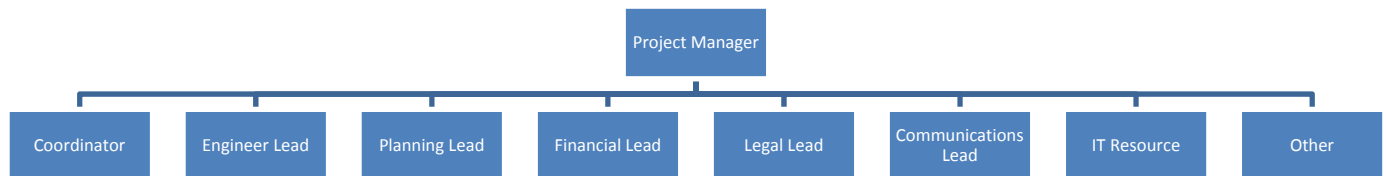
Financing

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
Total	\$750,000

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
Total	\$150,000

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
DEBT			
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
Impact on Tax Rate	1.81%	2.72%	5.43%
LIFECYCLE REPLACEMENT			
Capital Cost	24,000,000	24,000,000	24,000,000
Annual Allocation (50 years)	480,000	480,000	480,000
Impact on Tax Rate	2.24%	2.24%	2.24%
OPERATIONS			
Operating Deficit	-	-	-
Impact on Tax Rate	0.00%	0.00%	0.00%
DEBT, LIFECYCLE REPLACEMENT and OPERATIONS			
Total Impact on Tax Rate	4.05%	4.96%	7.67%

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

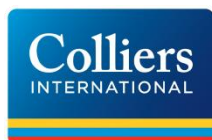
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MULTI-USE SPORTSPLEX FEASIBILITY STUDY and BUSINESS PLAN

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

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:

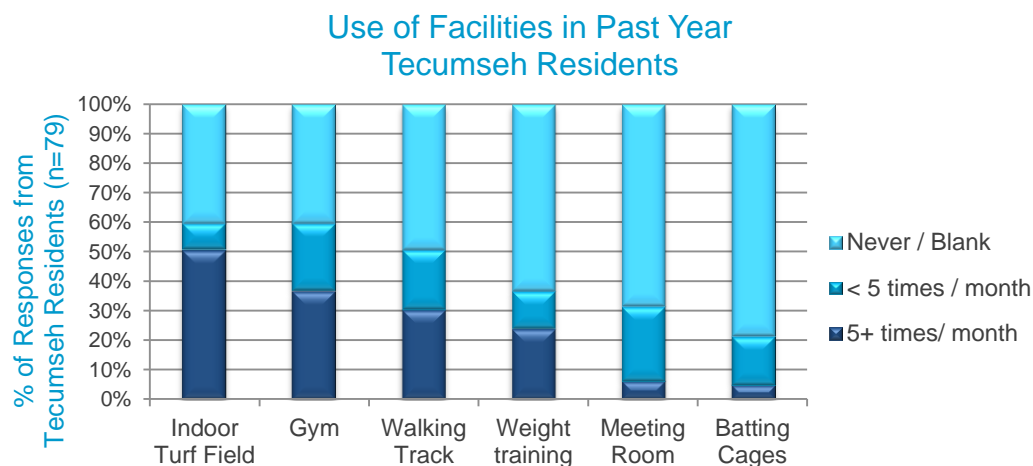
RESPONDENT DEMOGRAPHICS

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

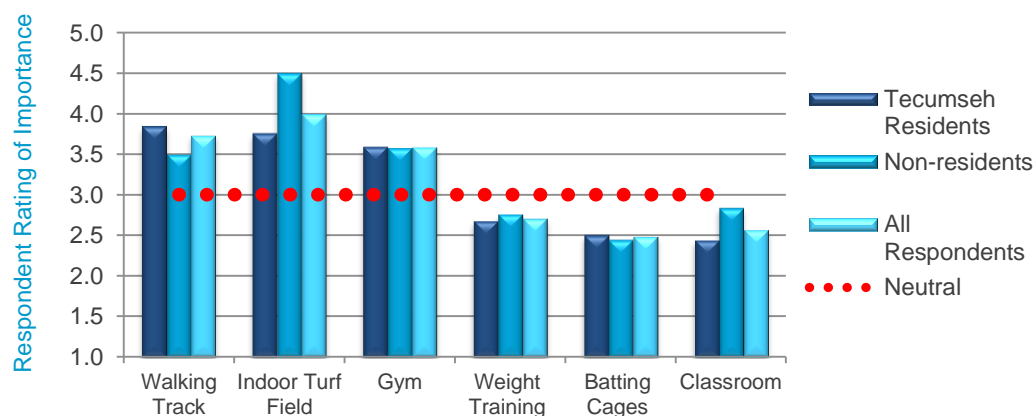
Of the respondents residing in Tecumseh, more than half have used an indoor turf field, a gymnasium or a walking track in the past year, with heavy use of indoor turf fields (50% 5 times a month or more) and a gymnasium (35% - 5 times a month or more).



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.

Priorities for Allocation of Funds - by Residence



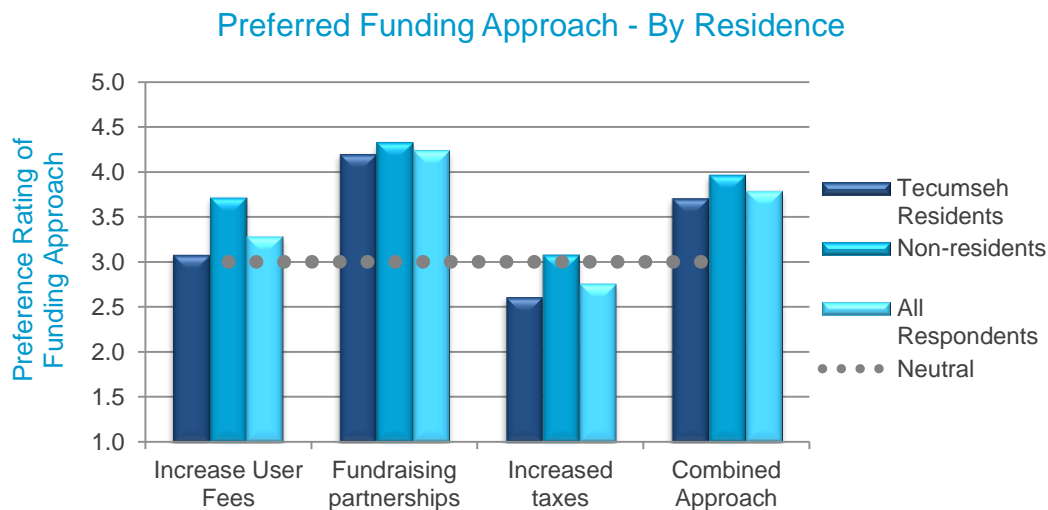
Key insights from this include:

- 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
Subtotal expected construction and FF&E costs			16,100,000
Architect		9%	1,449,000
Permit			0
Legal			30,000
Survey			30,000
Geotechnical			25,000
Minimum Recommended Budget		\$168	\$17,634,000
Potential Costs and Sources of Funds			
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

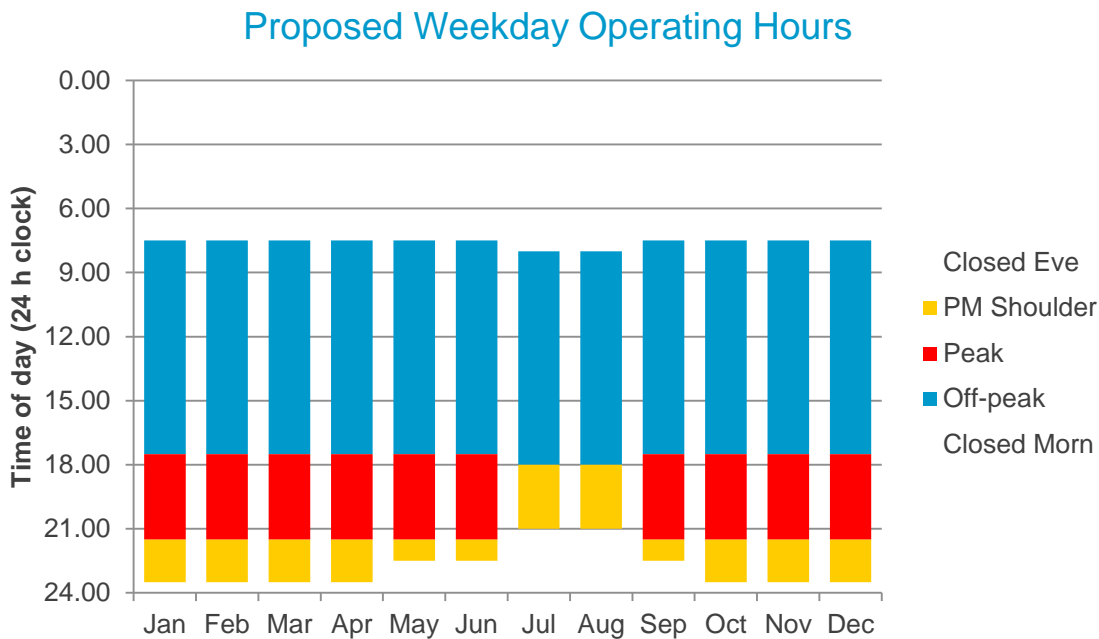
3.0 BUSINESS PLAN

3.1 OPERATING PLAN

3.1.1 Operating Hours and Uses

WEEKDAY PROGRAMS

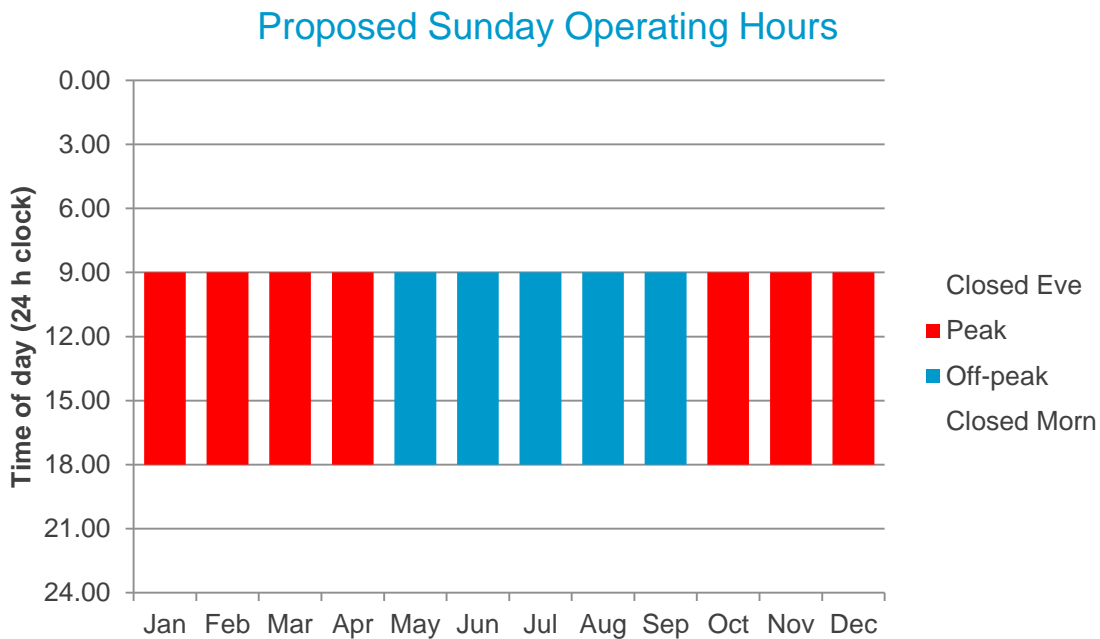
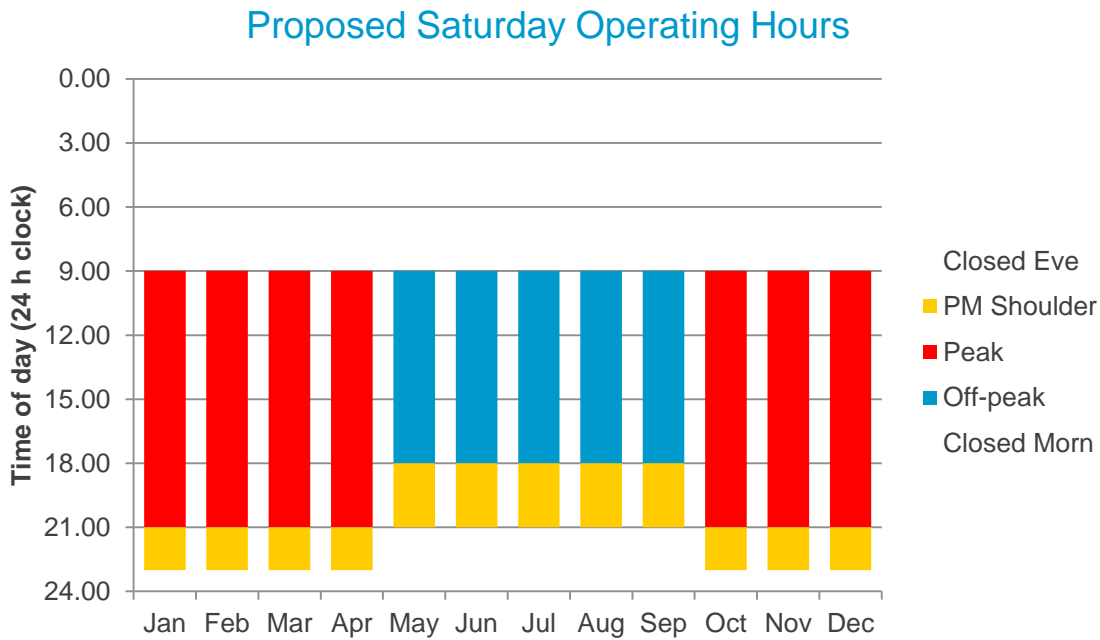
The proposed weekday hours of operation are as depicted in Figure 3.1 below:



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, Sun 9am-6pm Su	\$350	\$180	\$130
Shoulder	M-F Nov-Apr: 3:30 – 5:30pm M-F Oct-Apr: 9:30 – 11:30pm May/Jun/Sep: 9:30 – 10:30pm Sat Oct – Apr: 9 – 11pm May – Sep: 6 - 9	\$275	\$150	\$115
Off-Peak	M-F Sep – Jun: 7:30am-3:30pm M-F Jul-Aug: 8:00am – 6:00pm Sat May – Sep: 9:00am – 6:00pm Sun May – Sep: 9:00am – 6:00pm	\$165	\$90	\$70

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 ¹	7,780,000	3,480,000	1,010,000
Potential naming rights, sponsorships and fundraising	2,500,000	1,700,000	900,000
Balance to be funded by other Town sources	6,475,000	12,454,000	18,369,000

¹ 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
Balance to be funded by Town	5,876,000	7,117,000	9,239,000
Debt capacity funded from operations	7,780,000	3,480,000	1,010,000
Balance of debt funded by other Town Sources	0	3,637,000	8,229,000

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%	
Total Revenue		Total		691,500

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 ³ /sf	\$0.27/m ³	\$28k - \$36k	
Water	0.01 – 0.02m ³ /sf	\$2.30/m ³	\$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**². 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**³, 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.

² 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.

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

PowerTech	
Contact:	Justin Solcz , Andy Paquette
Number of Players:	•
Comments:	<ul style="list-style-type: none"> • 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.
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"> • 600+ users • Ages 3 – 68 • 22 adult teams • 16-18 youth teams
Comments:	<ul style="list-style-type: none"> • This is a recreational baseball program only – players show up and play • Programs run from the 1st Monday in May to the 3rd week of September • There is a 12-13 week program for children • The committee does the registration in January. • Off-season, some men's teams have used the Dominion Dome in late February-March. • There is no real emphasis on training for the youth program but there is potential for skill development • St. Mary's participates in the try-a-sport events. • Some members of the Ladies League play volleyball • There may be some opportunity for a ladies winter league • There have been efforts to get a men's league at the Dome. They play softball, use a mushy ball which allows hitting. • May not need change rooms but that would be a perk. • There would be little use of classrooms – there are lots of other options at St. Mary's. • There is limited interest in a weight room • The group is more interested in the social aspect of the game and post-game.
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"> • 380 – 400 players aged 5 – 18 (more players at younger ages) • Membership has been constant for the past 15 years
Comments:	<ul style="list-style-type: none"> • Games are from May – October outside • Currently use the L'Esson gym for travel teams. • 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. • The gym is for long-toss and use a single batting cage that is nets strung up by the parents. • There are conflicts with school staff about marks from the balls on the floor. • Need a clear height of 20 – 30 ft. • Have one batting cage, 2 would be ideal • Could use 2 pitching lanes • Would rent by the hour. • 10-12 team members are doing about 10h per week • Believe there is potential for the facility to meet the needs of private instructors. • Don't see a need for change rooms, but do need a space to store gym bags. • 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. • There is some potential to use classrooms for video, but most do not use them. • 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. • Would ideally have a program with 30 minute warm-up, 60 – 90 minutes on the field and 30 minutes of conditioning. • The organization may lose players to Riverside because they have training facilities – which are used by 8-10 teams now. • There may be potential for a house league indoor.
Current spending:	<ul style="list-style-type: none"> • Pay \$4/h for the L'Esson gym. • Travel teams have a \$5,000 budget • Families pay \$150 – 200 (and would pay more for a good facility) • A team of 13 players would pay \$100/hour for indoor space.
Partner Potential:	Moderate

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

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

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

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

	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"> • 40 players age 7 – 23 • 25 at 12-13 years old • 12 at 16-17 years old
Comments:	<ul style="list-style-type: none"> • Currently use school board gyms – are generally in poor shape. • Have a pitching machine to use in the schools • March-April, start live pitching • Parents would love to have weekend times • 5 nights per week – each team has 3 practices • Currently change in school washrooms • Track and gym would be useful • Weight room might be used by older girls • Classrooms would rarely be used. • Currently drive from 15-20 minutes away. • Teams are drawn from many schools
Current spending:	<ul style="list-style-type: none"> • \$400 - \$900 (per gym?) for November – April for 5 nights/week (assume 2 different schools) • Can't do more than \$9-10k for the winter.
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
Full Field	\$500.00	\$250.00	\$335.00	\$167.50	\$250.00	\$150.00	\$167.50	\$100.50
1/2 Field	\$250.00	\$125.00	\$167.50	\$83.75	\$125.00	\$80.00	\$87.75	\$53.60
1/4 Field	\$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/>

	REGULAR RATES (PLUS TX)				SPECIAL RATES (PLUS TX)			
	8 AM - 6 PM		6 PM - 11 PM		10 PM - 11:30 PM	10 PM - 12 AM	11 PM - 12 AM	11 PM - 12:30 AM
MONDAY	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				
TUESDAY	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				
WEDNESDAY	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				
THURSDAY	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				
FRIDAY	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				
SATURDAY	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				
SUNDAY	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 year⁴.
- Shared use spaces are rented at a cost-recovery rate of about \$7/h or \$10,600 per year.

This generates the following revenues.

⁴ 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



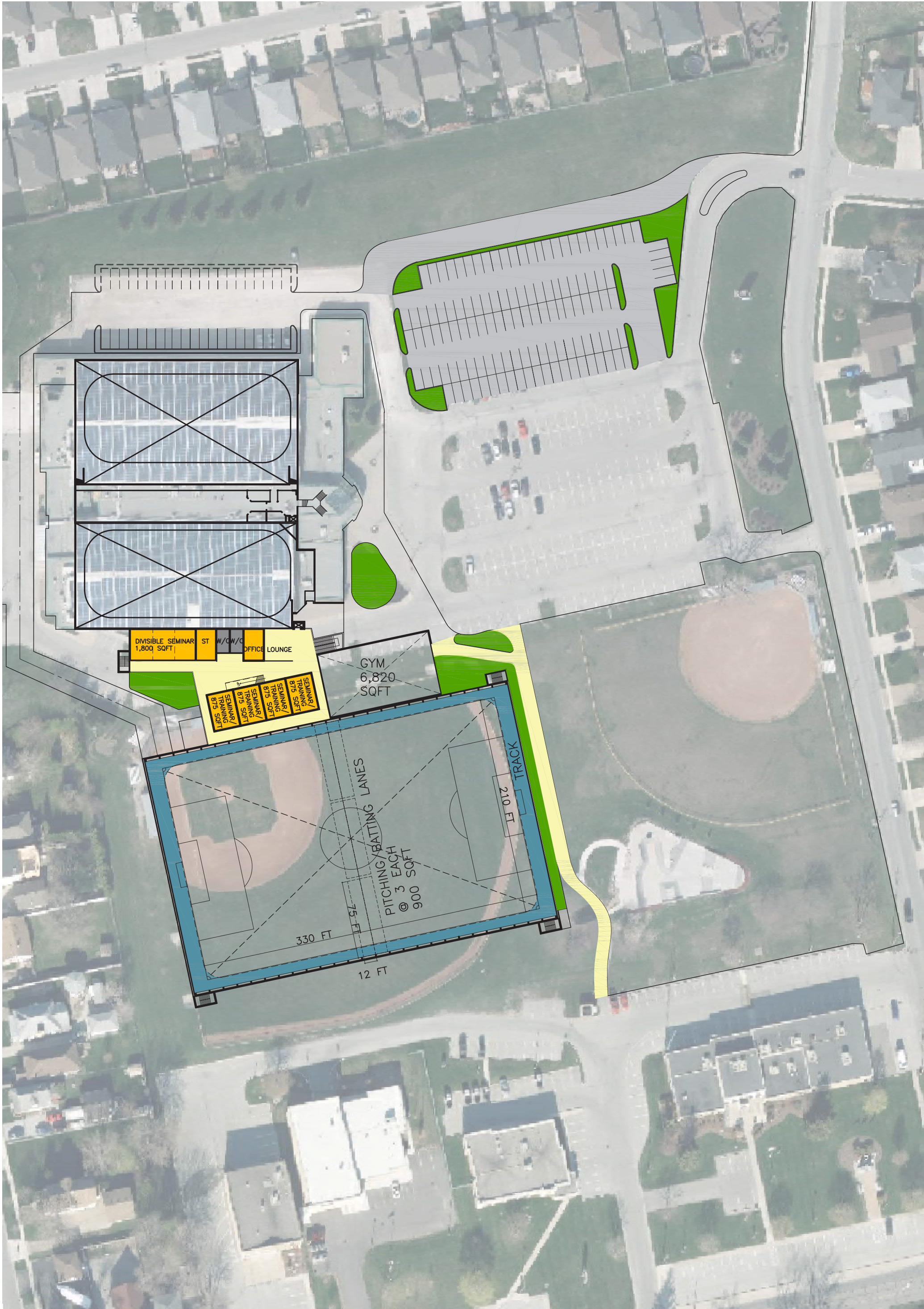
OPTION 2



THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH SPORTSPLEX
GROUND FLOOR PLAN

2016 - 04 - 14

CS&PArchitects



OPTION 2



THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH SPORTSPLEX
SECOND FLOOR PLAN

2016 - 04 - 14
CS&PArchitects

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:

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)
<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:

Description	Fee	Waived	Charged to Festival
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	\$ -
TOTAL	\$ 5,290.00	-\$ 5,290.00	\$ -

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

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:

Kerri Rice
Manager Recreation Programs & Events

Reviewed by:

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1.

KR



THE CORPORATION OF THE TOWN OF TECUMSEH

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

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 19th at the Tecumseh Recreation Complex & Arena and on June 20th at Tecumseh Vista Academy. Once completed, the community mural will reside in the Town as a reminder of the 150th 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 150th 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:

Paul Anthony, RRFA
Director Parks & Recreation

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Canada Day Weekend Celebration Flyer

BP



Friday, June 30th

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 1st

Free Family Fun Activities

1PM – 4PM

Lakewood Park



Sunday, July 2nd

Windsor Symphony Orchestra Brass Quintet

1PM – 3PM

Lakewood Park

Visit 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

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:

Kerri Rice
Manager, Recreation Programs/Events

Reviewed by:

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

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

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:

Chad Jeffery, MA, MCIP, RPP
Manager Planning

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

Recommended by:

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

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

Reviewed by:

Reviewed by:

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

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

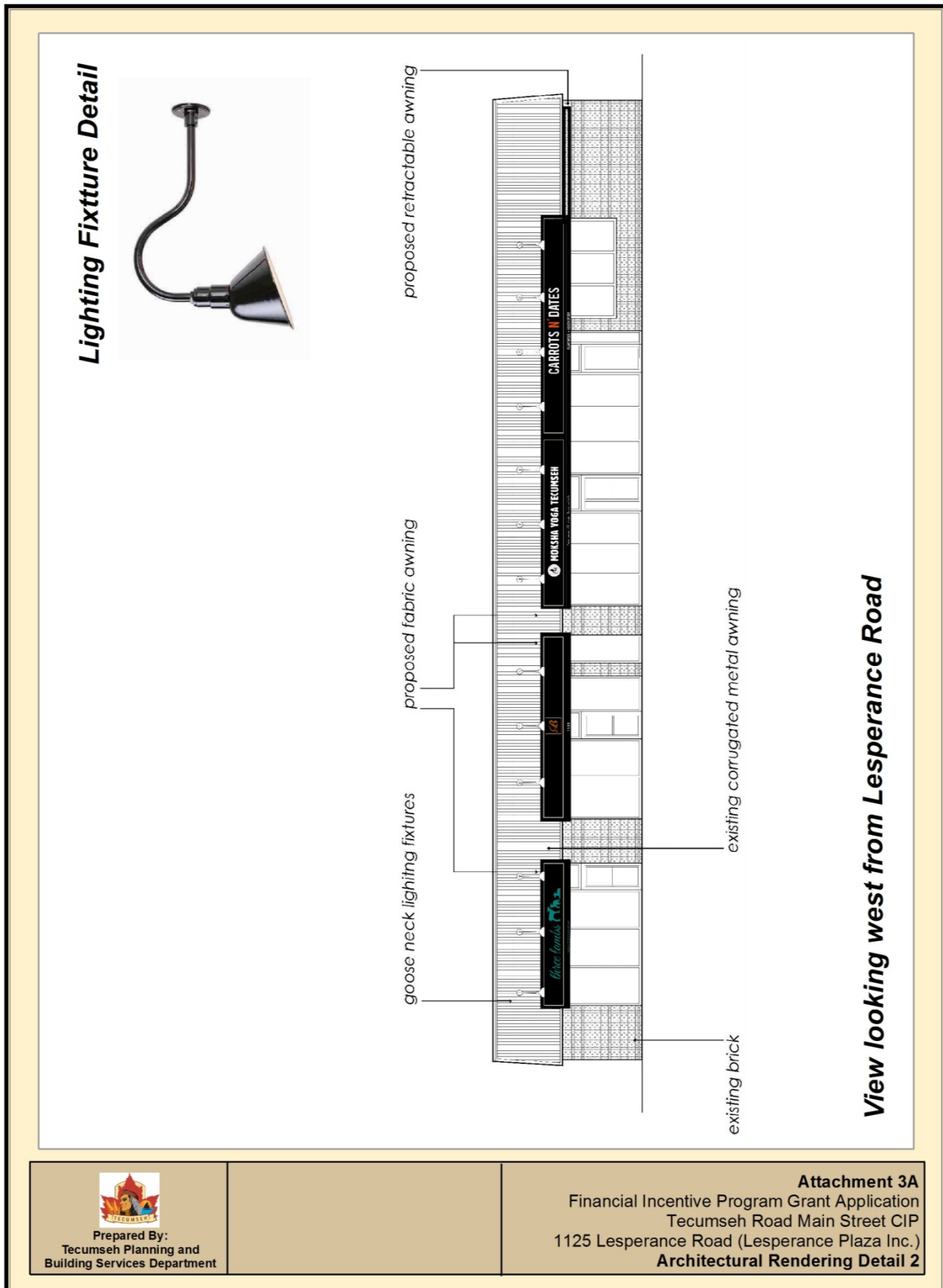
11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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

CIP Incentives Summary - Year-to-Date May 17, 2017				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
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	\$ -	\$ -	\$ -
	\$ 417,000	\$ 78,120	\$ 15,000	\$ -
Actual Budget Allocations:				
2017	\$ 75,000			
Prior Years - Carry-forward	\$ 138,738			
Total Available for 2017	\$ 213,738			
2017 Annual Funding Shortfall including carry-overs	\$ (203,262)			
Total Available for 2017 less Projects Committed		\$ 135,618		
Remaining Available less Projects Proposed			\$ 120,618	

CIP Approved Projects and Funding Since Inception										
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	Total
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
	Total	\$ 1,475	\$ 2,000	\$ 238,907	\$ -	\$ -	\$ -	\$ 2,000	\$ -	\$ 244,382



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

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

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

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

Prepared by:

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

Recommended by:

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

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

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

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

Prepared by:

Prepared by:

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

Chad Jeffery, MA, MCIP, RPP
Manager, Planning

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

CJH/ed

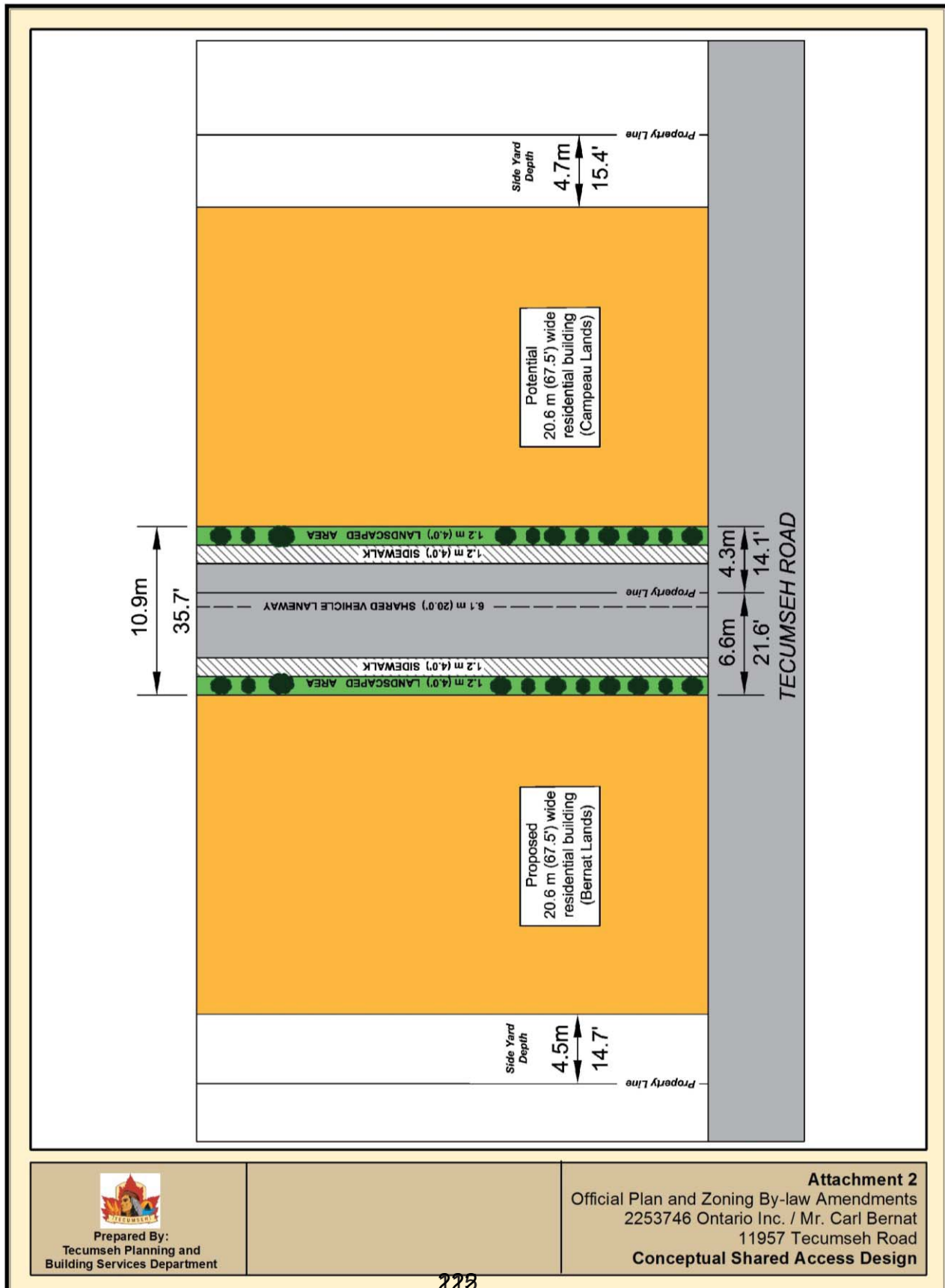
Attachments: 1. Property Location, with Draft Site Plan Overlay
2. Conceptual Shared Access Design

File Name (R:\ZBA & OPA APPLICATIONS\D19 BERNAT\Planning Report 14-17- D19BERNAT- Report to Council re.
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

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

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:

Chad Jeffery, MA, MCIP, RPP
Manager Planning

Reviewed by:

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

Recommended by:

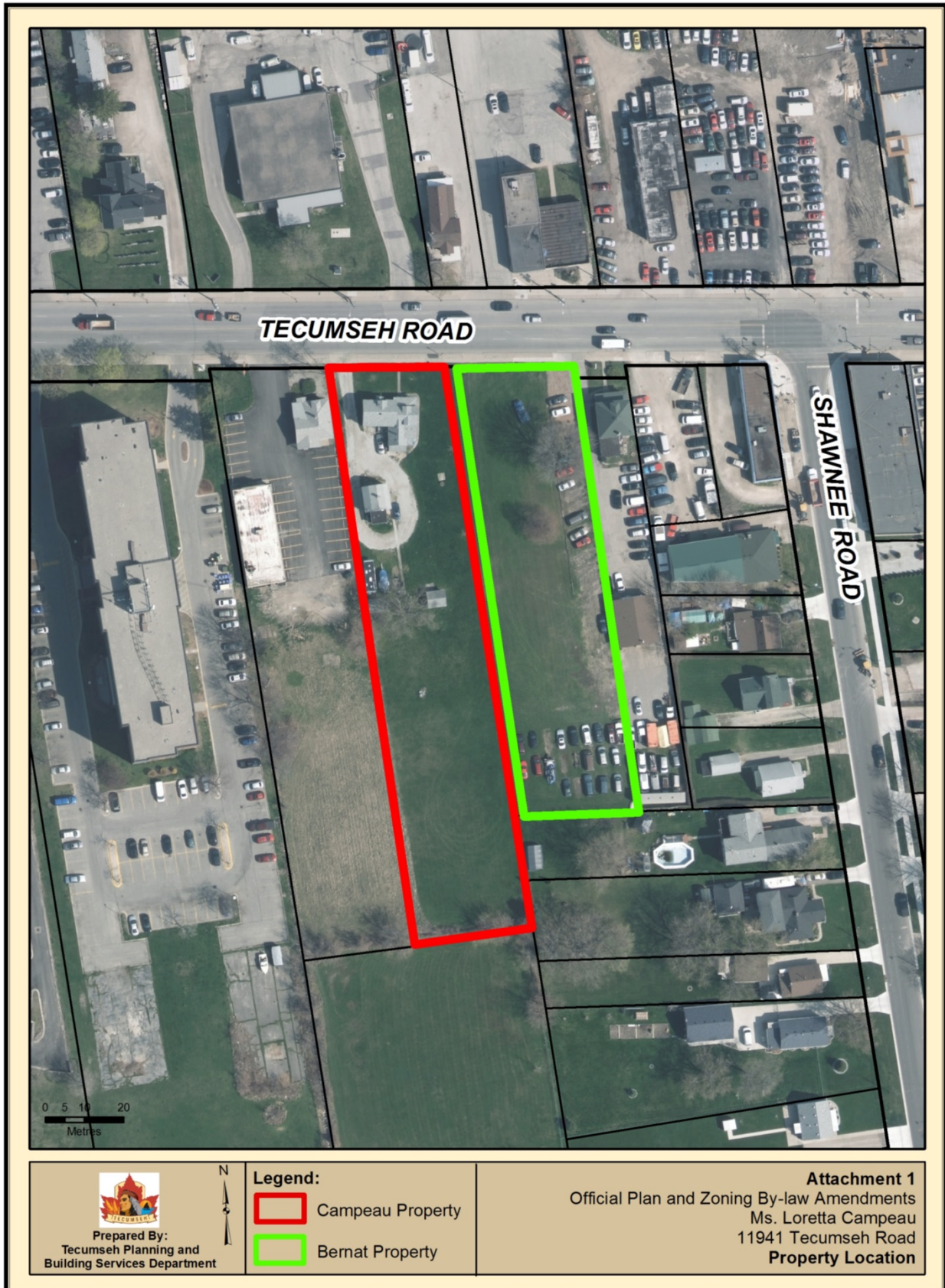
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

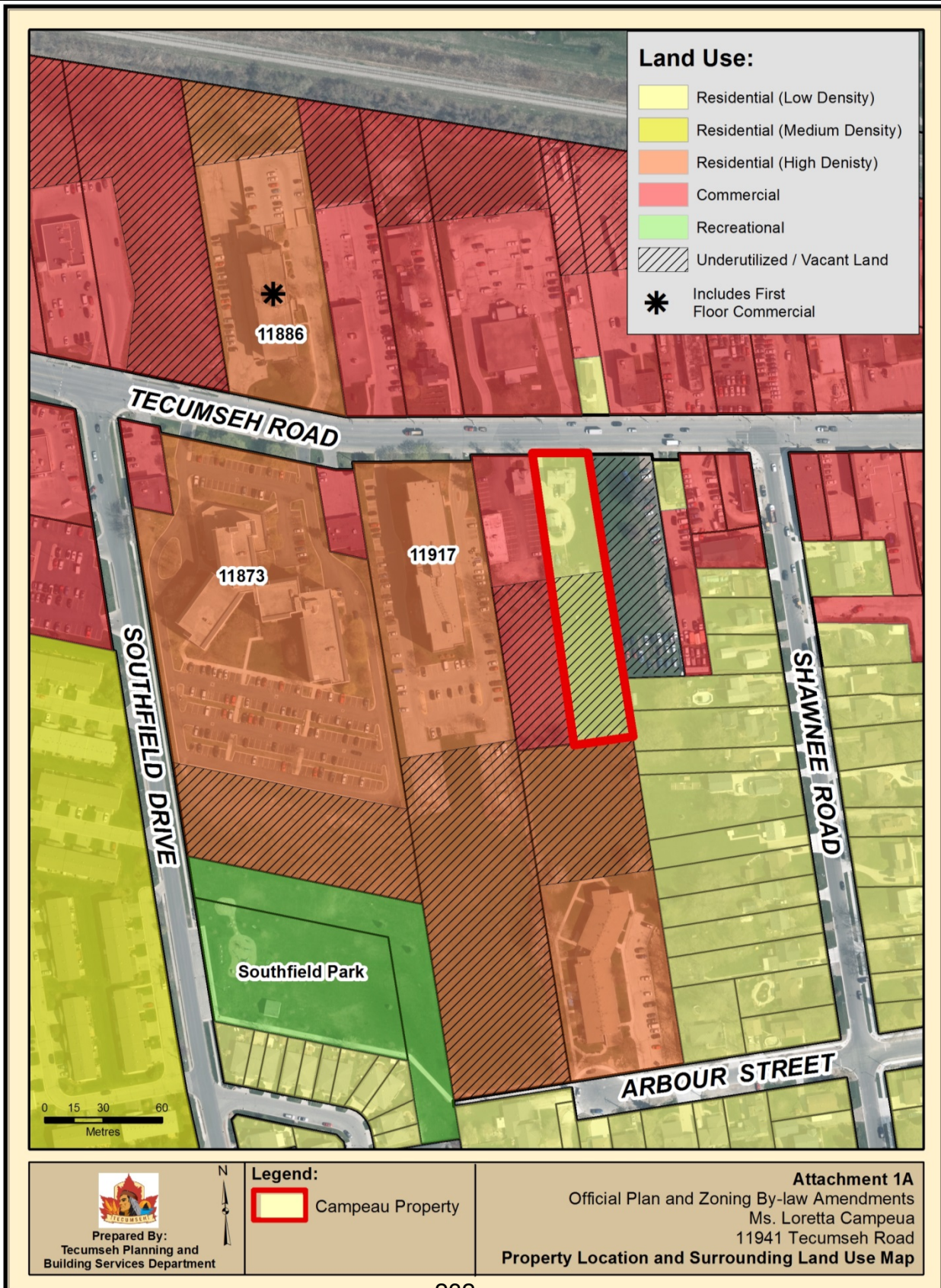
1. Property Location
 - 1A. Property Location and Surrounding Land Use Map
 - 2A. Proposed Architectural Rendering 1
 - 2B. Proposed Architectural Rendering 2
3. Official Plan Map
4. Property Location in Relation to Tecumseh Road Main Street CIP Area Zoning Map
5. Zoning Map

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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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 Ms. Loretta Campeau
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A architectural
D design
A associates
INC. ARCHITECT
 1670 Mercer St.
 Windsor | Ontario
 N8X 3P7
 Tel: 519-254-3430
 Fax: 519-254-3642
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
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 Proposed 5-Storey Apartment Building
 OUR FILE: D19 CAMPEAU
 May 23, 2017



1670 Mercer St.
 Windsor | Ontario
 N8X 3P7
 Tel 519-254-3430
 Fax 519-254-3642
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PROPOSED COMMERCIAL/ RESIDENTIAL DEVELOPMENT
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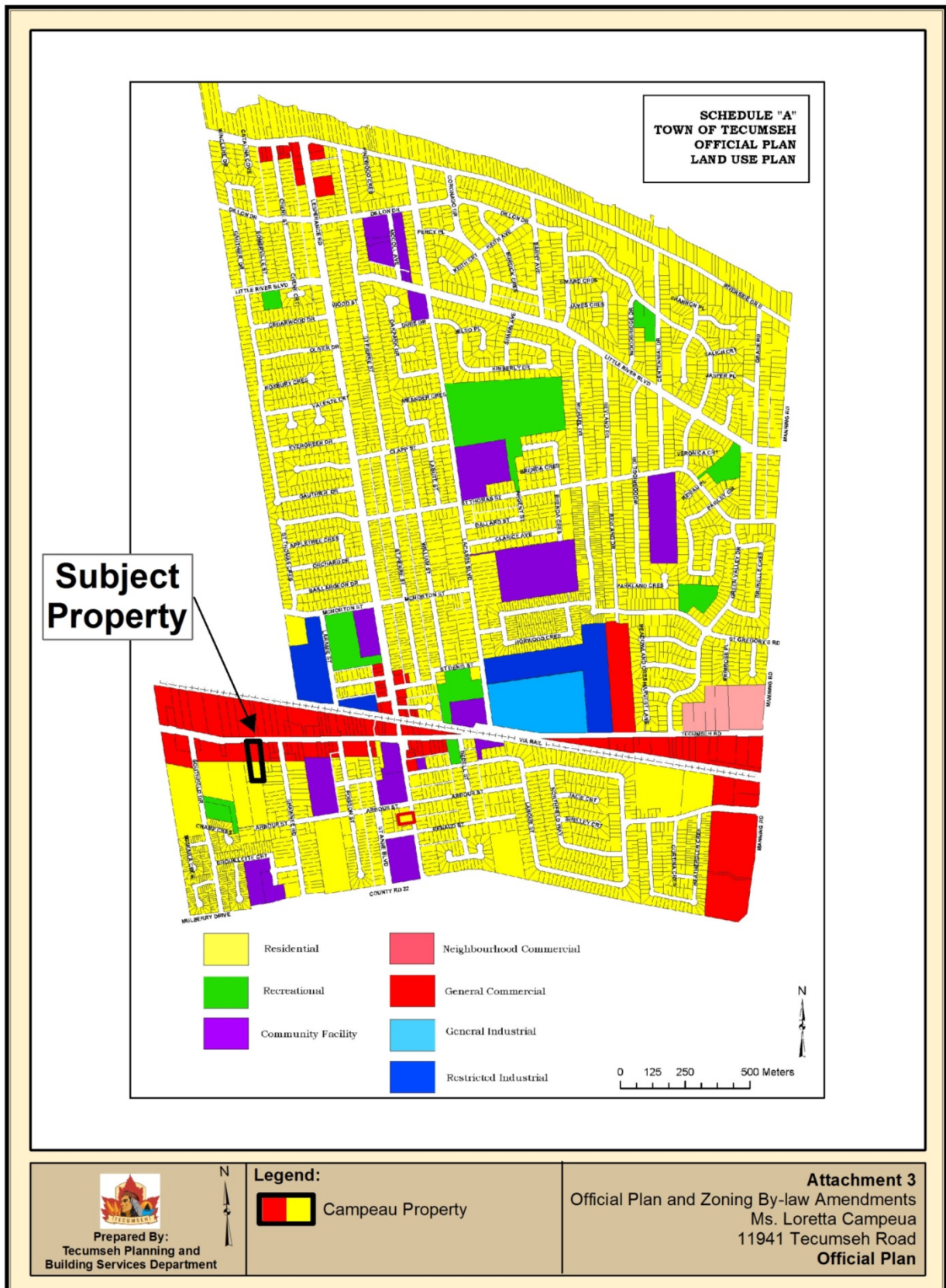
Aerial View from Tecumseh Road (looking south-east).



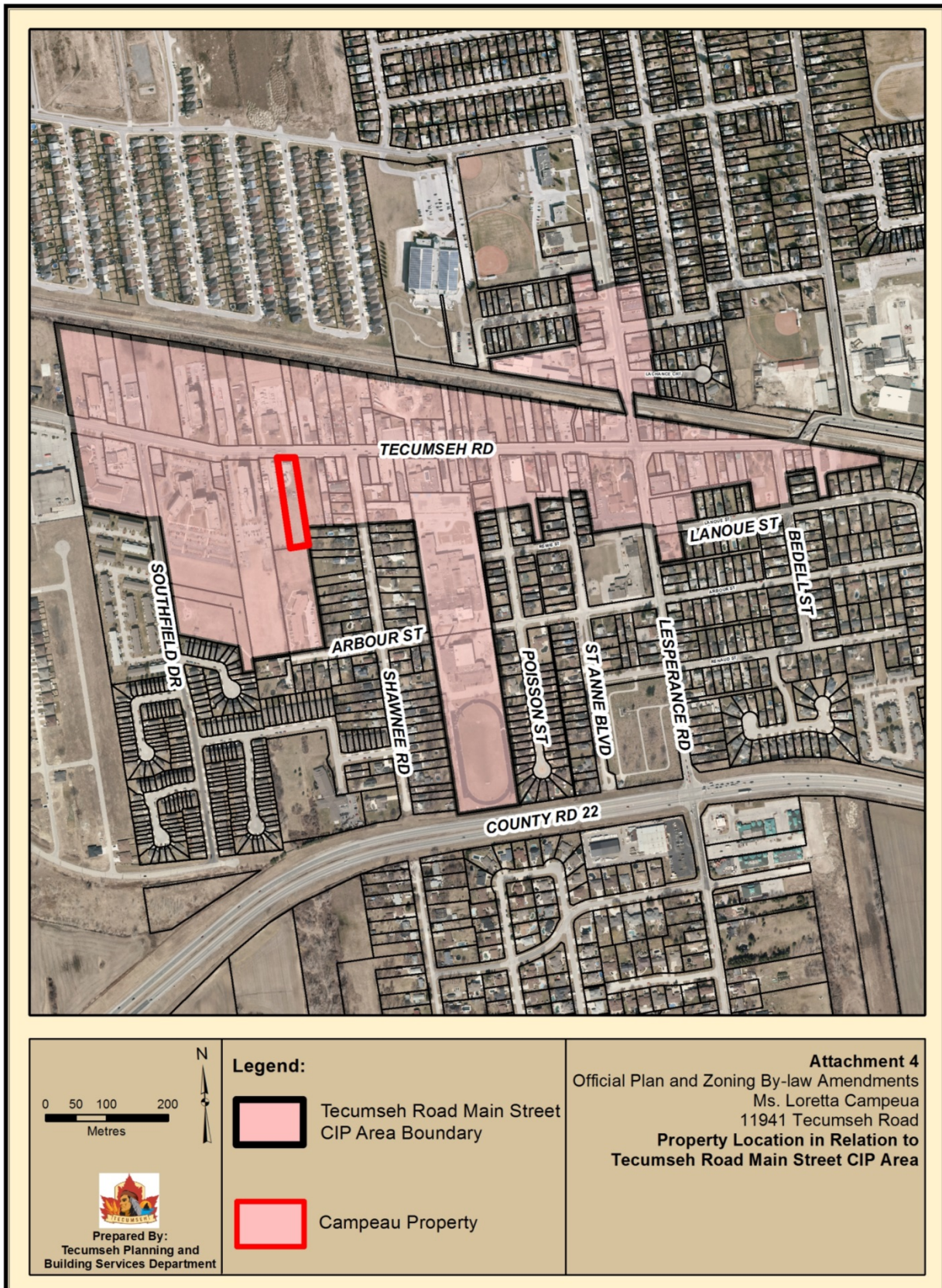
Prepared By:
 Tecumseh Planning and
 Building Services Department

Attachment 2B
 Official Plan and Zoning By-law Amendments
 Ms. Loretta Campeau
 11941 Tecumseh Road
Architectural Rendering 2

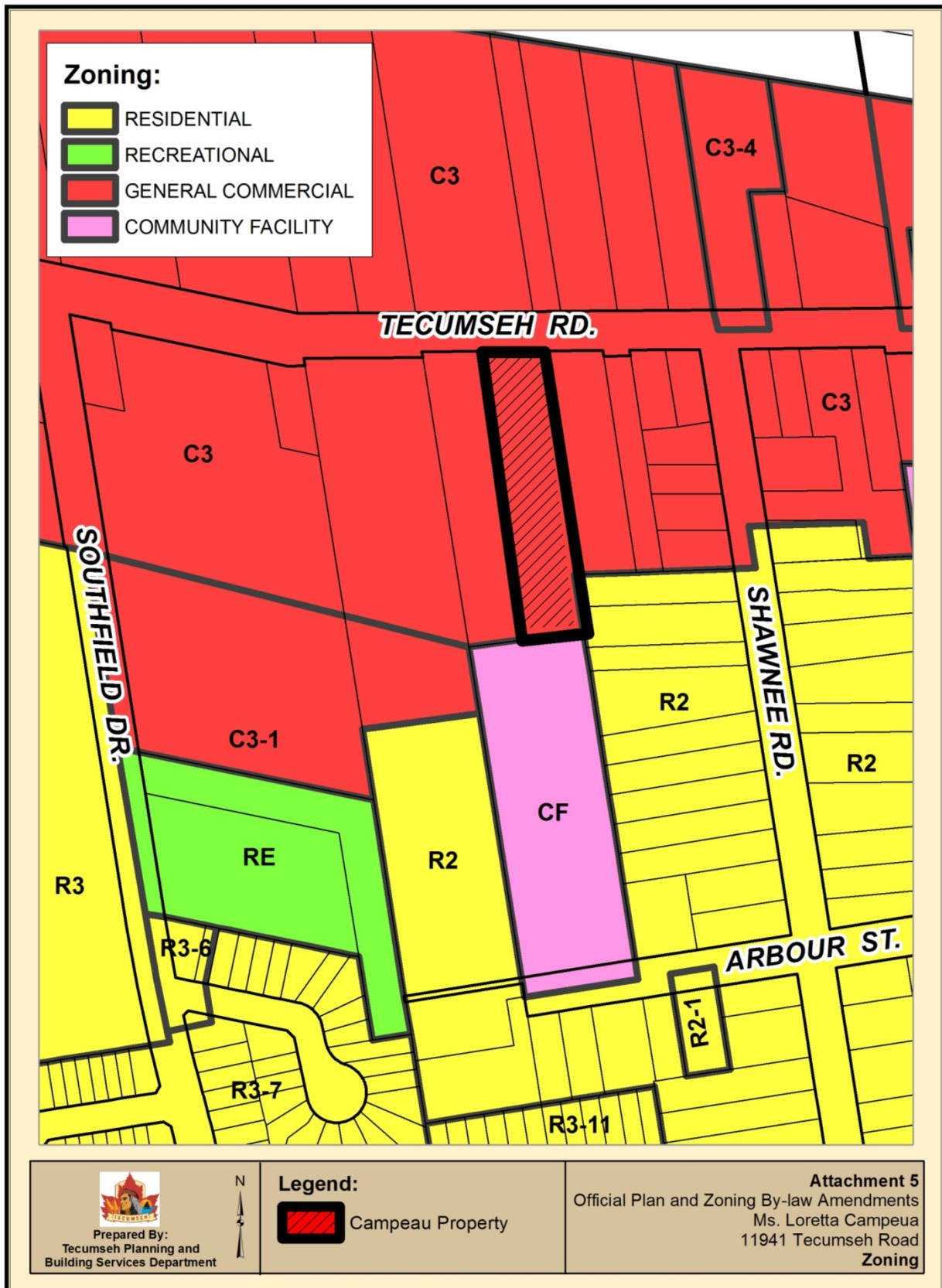
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Planning and Building Services Report 19/17
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 Ms. Loretta Campeau
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 OUR FILE: D19 CAMPEAU
 May 23, 2017





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.

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

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:

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

APPENDIX 1

UPPER LITTLE RIVER STORMWATER MANAGEMENT DESCRIPTION OF ALTERNATIVES



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

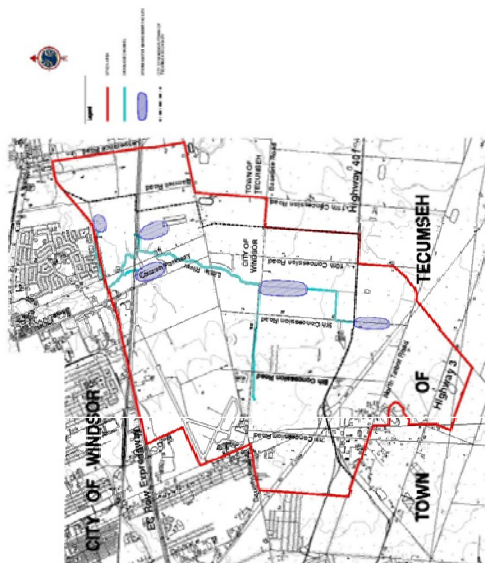
Water Quality and Erosion Control Only, no Flood Control
 For this alternative, the proposed development will have only water quality treatment and erosion control, with no flood control. Many small water quality facilities would be scattered throughout the watershed.



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

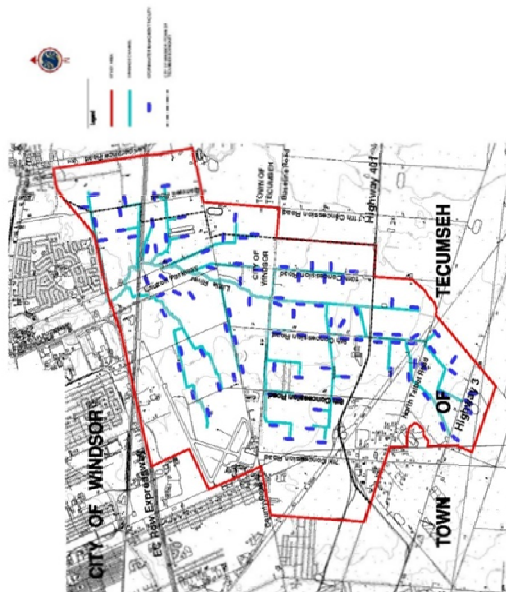
This alternative analyzes the scenario where a few large flood control facilities are located within the study area (similar locations to Alternative #3), but many small water quality and erosion controls are distributed throughout the area (similar locations to Alternative #2).

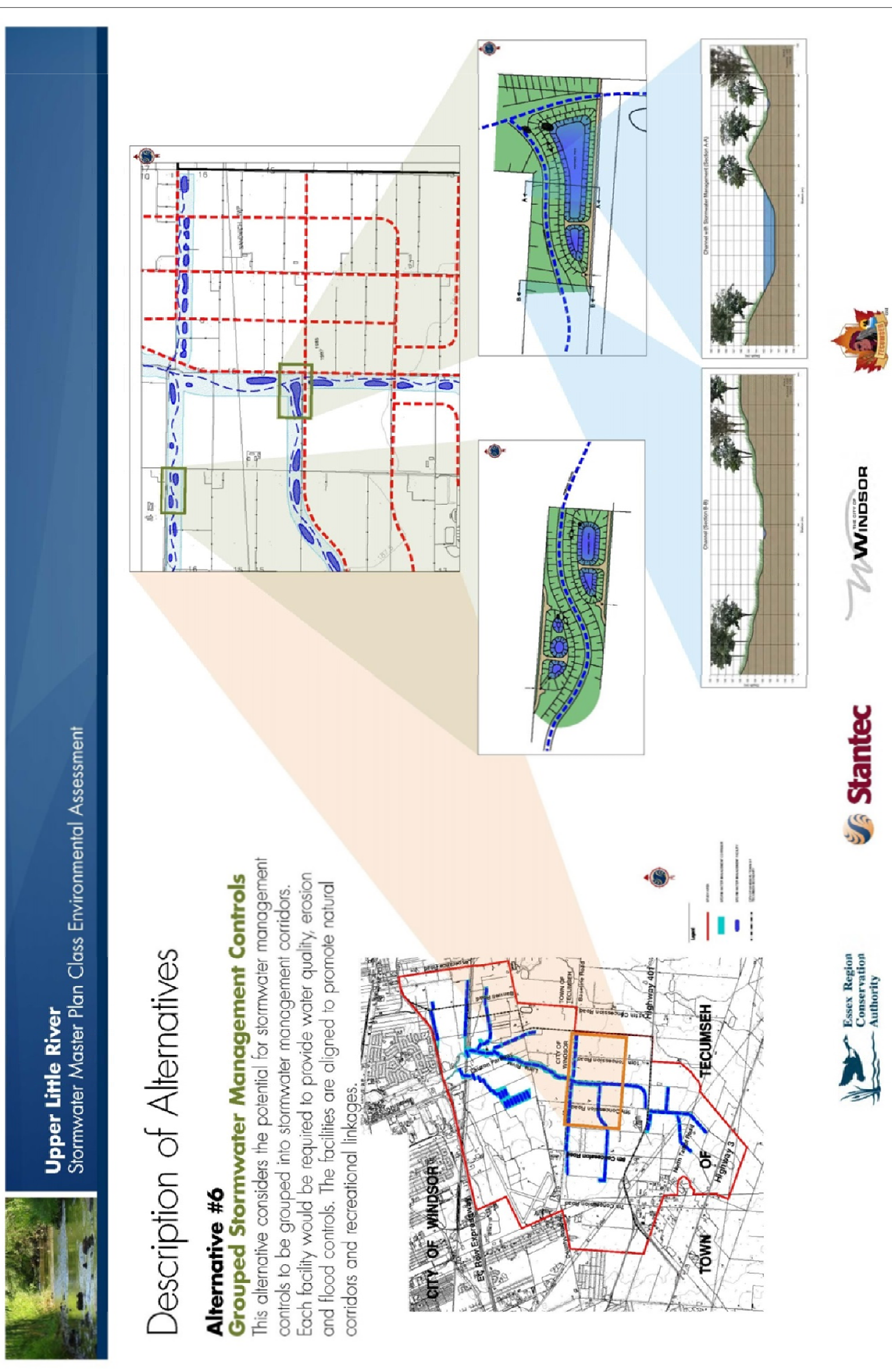


Alternative #5

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 km².

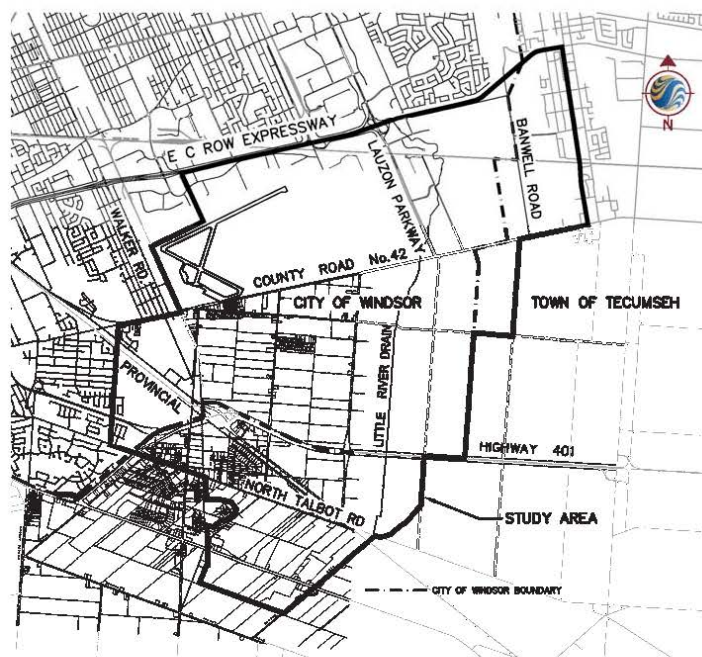


Figure E1: Site Location Plan

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



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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.



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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



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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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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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ENVIRONMENTAL STUDY REPORT
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 23rd 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 **23rd day of May, 2017.**

Signed _____
CLERK

THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 38 to the Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh.

Also attached is PART C - THE APPENDICES which does not constitute part of this amendment. These appendices contain the planning analysis and public involvement associated with this amendment.

OFFICIAL PLAN AMENDMENT NO. 38

PART A - THE PREAMBLE

Purpose and Basis of the Amendment

The purpose of the proposed Official Plan amendment is to introduce a site-specific policy pertaining to the General Commercial land use designation on a vacant 0.37 hectare (0.9 acre) property situated on the south side of Tecumseh Road approximately 50 metres west of its intersection with Shawnee Road (see Map One for location). The site specific policy will require that any development on the property be designed in such a way as to establish a mutual vehicular access lane, pedestrian pathway and a potential municipal servicing corridor along the western side lot line in order to facilitate a development of a similar use and scale for the property abutting to the immediate west. In addition, the site specific policy will establish minimum yard provisions and a maximum lot density. The Official Plan currently designates the northern portion of the subject property General Commercial and the southern portion Residential. The proposed Official Plan amendment allows for a five-storey condominium apartment building on the northerly portion of the lot comprising 43 dwelling units and one live-work unit (a dwelling unit that will double as a commercial work space) on the first storey of the building, fronting Tecumseh Road. An associated 67-space on-site parking lot is proposed to occupy the southerly portion of the subject property with access from a driveway proposed along the west side of the property.

The planning and land use analysis for the changes being made as part of OPA No. 38 are described in the documents referred to in the Planning Analysis section of the amendment.

MAP ONE - LOCATION OF SUBJECT PROPERTY
OFFICIAL PLAN AMENDMENT NO. 38
11957 TECUMSEH ROAD
CON 2, PT. LT. 149
TOWN OF TECUMSEH



PART B THE AMENDMENT

Details of the Amendment

The Official Plan for the Town of Tecumseh, for those lands in the former Town of Tecumseh, as amended, is hereby further amended as follows:

1. Section 3.3, Residential, Tecumseh Official Plan, as amended, is hereby further amended by the addition of a new subparagraph 3.3.12 to immediately follow subsection 3.3.11:

“3.3.12 Special Policy Affecting the Southerly Portion of 0.37 Hectare Property Located at 11957 Tecumseh Road (CON. 2, PT. LT. 149) and Designated Residential

Notwithstanding any other policy of this Plan to the contrary, the following specific policies shall apply:

1. The permitted use for the southerly portion of the subject property that is designated Residential shall be a parking lot and related laneways and accessory structures associated with the five-storey apartment building that is to be situated on the northerly portion of the subject property that is designated Commercial. 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.”

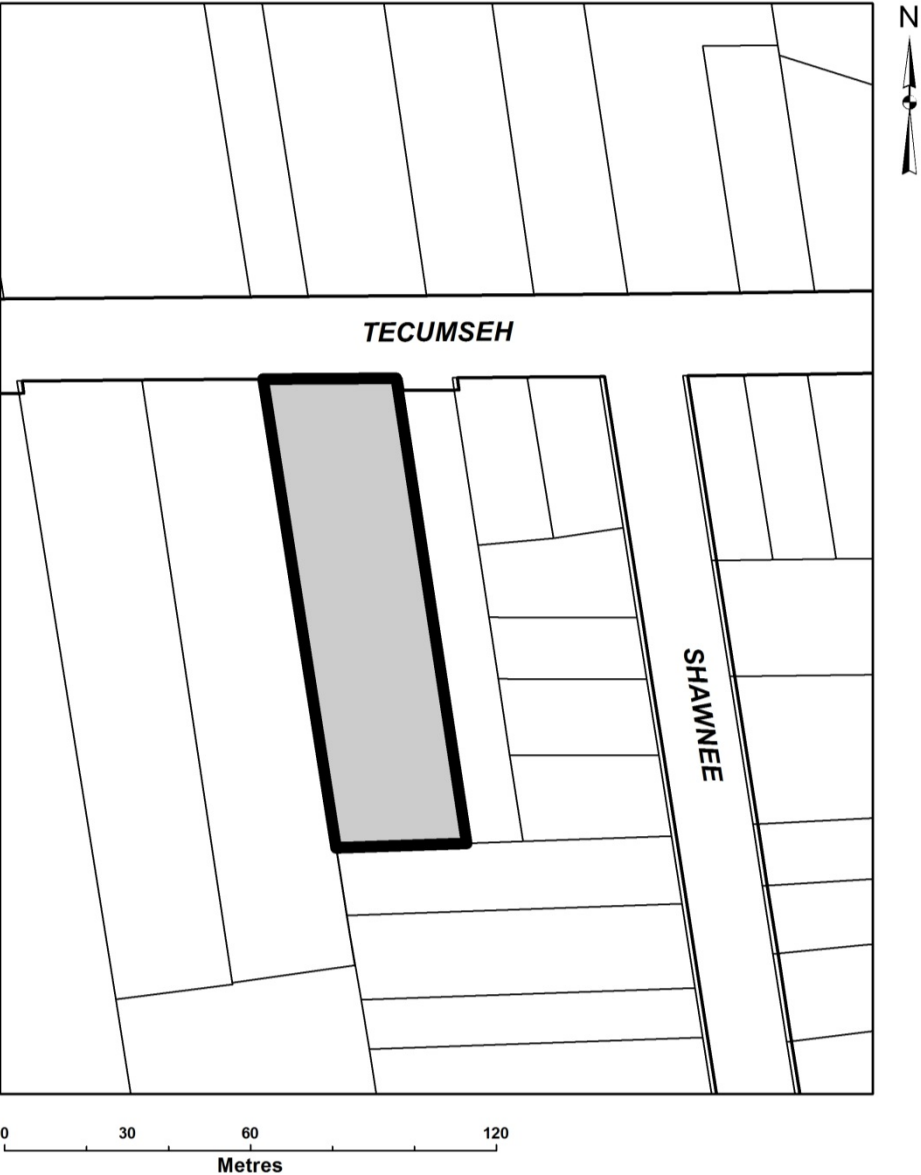
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.


READ a first, second, third time and finally passed this 23rd 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 23rd 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 23rd 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 23rd 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**

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

Maximum Funds	\$90,000.00
Expiry Date	March 31, 2018
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000 (five thousand dollars)
Insurance	\$5,000,000 (five million dollars)
Contact information for the purposes of Notice to the Province	<p>Name: Program Development Section, External Relations Branch Ministry of Community Safety and Correctional Services</p> <p>Address: 25 Grosvenor Street, 12th Floor, Toronto, ON, M7A 2H4</p> <p>Attention: James Y. Lee</p> <p>Tel: 416-325-6039</p> <p>Email: james.y.lee@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Town of Tecumseh</p> <p>Address: 917 Lesperance Road, Tecumseh ON N8N 1W9</p> <p>Attention: Mr. Gary McNamara</p> <p>Tel:</p> <p>Email: gmcnamara@tecumseh.ca</p>
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	<p>Name: Tony Haddad</p> <p>Position: Chief Administrative Officer</p> <p>Tel:</p> <p>Email: thaddad@tecumseh.ca</p>

Contact information for the purposes of Notice to the Board	Name: Tecumseh Police Services Board Address: 917 Lesperance Road, Tecumseh ON N8N 1W9 Attention: Mr. Christopher Charles Hales Tel: Email: chales@sympatico.ca
Canada Revenue Agency Business Number of Recipient	

Additional Provisions:

None

SCHEDULE “C” PROJECT DESCRIPTION

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

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

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

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 6th 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 2nd 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 23th 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 23rd 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 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**

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

Maximum Funds	\$35,000.00
Expiry Date	March 31, 2018
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000 (five thousand dollars)
Insurance	\$5,000,000 (five million dollars)
Contact information for the purposes of Notice to the Province	<p>Name: Program Development Section, External Relations Branch Ministry of Community Safety and Correctional Services</p> <p>Address: 25 Grosvenor Street, 12th Floor, Toronto, ON, M7A 2H4</p> <p>Attention: James Y. Lee</p> <p>Tel: 416-325-6039</p> <p>Email: james.y.lee@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Name: Town of Tecumseh</p> <p>Address: 917 Lesperance Road, Tecumseh ON N8N 1W9</p> <p>Attention: Mr. Gary McNamara</p> <p>Tel:</p> <p>Email: gmcnamara@tecumseh.ca</p>
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	<p>Name: Tony Haddad</p> <p>Position: Chief Administrative Officer</p> <p>Tel:</p> <p>Email: thaddad@tecumseh.ca</p>

Contact information for the purposes of Notice to the Board	Name: Tecumseh Police Services Board Address: 917 Lesperance Road, Tecumseh ON N8N 1W9 Attention: Mr. Christopher Charles Hales Tel: Email: chales@sympatico.ca
Canada Revenue Agency Business Number of the Recipient	

Additional Provisions:

None

SCHEDULE "C"
PROJECT DESCRIPTION

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

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

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

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 6th 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 2nd 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 23rd 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 23rd day of May, 2017.

"SEAL"

Gary McNamara, Mayor

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.....

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

SIGNED, SEALED AND DELIVERED	}	
in the presence of	}	
	}	
	}	THE CORPORATION OF THE
	}	TOWN OF TECUMSEH
	}	
	}	Per: _____
	}	Gary McNamara – MAYOR
	}	
	}	_____
	}	Laura Moy - CLERK
	}	
	}	2541899 ONTARIO LIMITED
	}	
	}	Per: _____
	}	Mandhir Singh Dhillon, Secretary
	}	
	}	

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 TALEBOT ROAD
INCLOSING TOWNSHIP OF SAUNDERS SOUTH
SECTION 36, TOWNSHIP 21 and 30, RANGE 12th-13th
TOWN OF TECUMSEH
COUNTY OF ESESEX, ONTARIO

A diagram of a rectangular sign with rounded corners. The sign contains the text "CAR ENTRANCE ONLY" in large, bold, sans-serif capital letters, followed by "TRUCKS USE" in smaller capital letters, and "McCORD LANE ENTRANCE" in even smaller capital letters. A dimension line on the right indicates a height of "400mm". A dimension line at the bottom indicates a width of "1000mm". A dimension line on the right side, parallel to the main height dimension, indicates a depth of "75mm".

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-40

Being a by-law to provide for the repair and improvements to the East McPherson Drain

WHEREAS the Council of The Corporation of the Town of Tecumseh [Town] has been requested to provide for the repair and improvement of the East McPherson Drain;

AND WHEREAS the Town procured a Drainage Report for the East McPherson Drain and specifications from the consulting engineering firm of Baird AE, dated March 17, 2014 (Drainage Report);

AND WHEREAS notice of a Public Meeting to hear comments from the affected property owners was given on March 18, 2014;

AND WHEREAS the Drainage Report was sent back to the Engineer for reconsideration, by Council on July 8, 2014, at the Public Council Meeting;

AND WHEREAS the Engineer provided a Reconsidered Drainage Report for the East McPherson Drain and specifications from the consulting engineering firm of Baird AE, dated June 7, 2016 [Reconsidered Drainage Report];

AND WHEREAS notice of a Public Meeting to hear comments from the affected property owners on the Reconsidered Drainage Report was given on August 26, 2016;

AND WHEREAS the Reconsidered Drainage Report was sent back to the Engineer for reconsideration, by Council on October 11, 2016, at the Public Council Meeting;

AND WHEREAS the Engineer provided a further Reconsidered Drainage Report for the East McPherson Drain and specifications from the consulting engineering firm of Baird AE, dated April 11, 2017 (Final - Reconsidered Drainage Report);

AND WHEREAS notice of a Public Meeting to be held on May 23, 2017, to hear comments from the affected property owners on the Final - Reconsidered Drainage Report was given on April 27, 2017;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the East McPherson Drain is desirable;

NOW THEREFORE the Council of The Corporation of the Town of Tecumseh, pursuant to *The Drainage Act, R.S.O. 1990 (Act)*, hereby enacts as follows:

1. **THAT** the Reconsidered Drainage Report providing for the repair and improvement of the East McPherson Drain, dated April 11, 2017, as prepared by the consulting engineering firm Baird AE 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 Final - Reconsidered 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 23th day of May, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

READ a third and final time, and finally passed this ____ day of _____, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk



Reconsidered **Repair and Improvement to the East McPherson Drain**

Town of Tecumseh

March 5, 2014

(Draft – Town Review)

March 10, 2014

(Draft – Town Review)

March 17, 2014

(Draft – Public Information Centre)

June 17, 2014

(Final – Council Consideration)

April 27, 2015

(Final – Council Consideration)

June 7, 2016

(Final - Reconsideration)

April 11, 2017

(Final - Reconsideration)

Project No. 13-093

June 17, 2014
Reconsidered April 11, 2017

Mayor and Municipal Council
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9

Mayor McNamara and Councillors

Subject: Repair and Improvement
To the East McPherson Drain
In the Town of Tecumseh
Our File Reference 13-093

1.0 Summary of Reconsidered Report

At the July 8, 2014 Meeting to Consider, in accordance with Section 57 of The Drainage Act, 1990 (the Act), Council referred the report back to the Engineer for reconsideration. As such, we have reconsidered this report for the Repair and Improvement to the East McPherson Drain. We have reviewed and modified the Estimate of Cost; revised the limits of the drainage area; increased the Allowances for Damages; prepared revised Construction and Maintenance Schedules of Assessment; modified certain proposed works as requested by landowners; revised the allowance for construction inspection to more accurately reflect inspection services required based on similar projects recently completed in the Town of Tecumseh; and addressed landowner concerns expressed at the Meeting to Consider in Section 8.0. The proposed works are described within the body of this report.

2.0 Authorization

Pursuant to Section 78 of the Act, the Corporation of the Town of Tecumseh received a request for the repair and improvement of the East McPherson Drain. The firm of Crozier Baird Engineers, now known as Baird AE, was subsequently appointed to prepare a report as provided for under the provisions of the Act.

As requested by Council, we have made an examination of the East McPherson Drain located along the east side of the 11th Concession Road being Concession 10, Lots 2, 3 and 4 and we report thereon as follows.

3.0 Drainage Act Process

The following is the general order of procedure that is followed to repair and improve a municipal drainage system pursuant to Section 78 of the Drainage Act:

- a) Council determines that repair and improvements are required.
- b) Council appoints an Engineer.
- c) Engineer conducts an onsite meeting.
- d) Engineer conducts a survey of the drain

- e) Need for preparation of a Preliminary Report is decided.
- f) Engineer completes and provides a Preliminary Report, if required.
- g) Council considers Preliminary Report, if required, with affected landowners and decides on an option(s) with which to proceed.
- h) A Draft Report is provided to the Municipality.
- i) A Public Information Centre (PIC) is held with affected landowners to discuss the report prior presenting the final report to Council.
- j) Engineer prepares Final Drainage Report and provides copy to the Municipality.
- k) Meeting to Consider the report held in front of Council with affected landowners.
- l) At the Meeting to Consider, the Municipal Council may adopt the Drainage Report. If adopted, the Municipal Clerk prepares a provisional by-law for the recommended work and sends copies of the by-law to affected parties and arranges a second meeting of Council for the Court of Revision, within thirty days of adopting the provisional by-law.
- m) The Court of Revision is typically held within 30 days at a subsequent meeting with affected landowners to discuss any disputes regarding assessment of cost to lands and roads.
- n) Council passes by-law for construction of the work after statutory appeal period expires. Typically, the appeal period is a minimum of 40 days from the date of the provisional by-law.
- o) Tenders are received by the Municipality to perform the recommended work and construction is carried out. Inspection of the construction work may be provided by the Town Drainage Superintendent or by an inspector from the engineering office.
- p) Upon completion of construction, the Municipal Clerk will finalize all applicable costs and submit grant applications to the Ministry of Agriculture and Food, if applicable. The clerk will then send a final net assessment to the affected landowners. Only lands listed by the Municipal Property Assessment Corporation as having Farm Class Tax Rate are eligible for a 1/3 grant.

4.0 Current Drainage Report and Drain History

The latest drainage report on file for the East McPherson Drain was prepared by C.G.R. Armstrong, P.Eng. dated April 3, 1969. This report provided for the cleaning of the entire length of the drain including removal of all underbrush. The report further recommended the lowering and repair of several access culverts. We have determined that the current drainage area is approximately 43.91 ha (108.53 acres) in size and encompasses land on both the east and west sides of the 11th Concession Road.

Bruce D. Crozier, P.Eng, prepared a report dated October 1, 2002, pursuant to Section 66 of the Act, to investigate the request to subsequently connect agricultural tile drainage at 6604 Malden Road, Roll No. 410-04700, into the East McPherson Drain. Under this report, these lands were assessed a just proportion of the future drainage works for the East McPherson Drain. A portion of the drain, from Station 0+000 to approximately Station 0+530, was subsequently cleaned privately at the cost of the lands at 6604 Malden Road, Roll No. 410-04700, in 2003.

5.0 Purpose of Report

The purpose of this report is to provide for the repair and improvement of the drain and preparation of a schedule of assessment that accurately reflects the current drainage area and patterns. This report provides a description and estimated cost of the proposed work. In addition, the report provides a recommendation for distribution of the construction and incidental costs related to the work. This report further provides for the distribution of future maintenance costs. The assessments provided in this report are based upon the estimated cost of the work; these assessments will be pro-rated to the actual cost of the project upon completion of the works.

6.0 Site Meeting

On Wednesday, October 16, 2013 at 9:00am, a meeting was held at 6664 11th Concession Road to discuss the proposed work. The following people attended the site meeting:

Meeting Attendees	Municipal Address
Reg Chevalier	6925 12th Concession Road
Ralph & Joanne Lutzmann	6604 Malden Road
Wayne & Lori Farough	6664 11th Concession Road
Charles Farough	6848 11th Concession Road
Councillor Tania Jobin	Town of Tecumseh
Phil Bartnik, P.Eng.	Town of Tecumseh
Halliday Pearson, P.Eng.	Crozier Baird Engineers

Mr. Bartnik explained that a request for cleaning of the drain under Section 78 of the Act had been received. The current report was prepared in 1969. Maintenance was completed on a portion of the drain at the downstream end, approximately 530.0 metres, in conjunction with installation of a tile installed under the road in 2004 to provide tile drainage outlet for 6604 Malden Road.

Concern was expressed regarding the water level at the East McPherson Drain's outlet into the South Talbot Road Drain East.

Mr. Wayne Farough stated his concerns related to the elevation of the tile drain. Currently, the invert of the tile is below the existing drain bottom.

Ms. Farough stated that the tile is causing a portion of the east drain bank abutting her property to erode. Ms. Pearson suggested the supply and placement of gabion stone at this location would be included in the report. Ms. Farough objected to the use of gabion stone as she maintains the drain bank abutting her property and was concerned about the difficulty of maintaining the bank slope due to the presence of the gabion stone. Concerns were also raised related to weed growth within the gabion stone erosion protection. Ms. Pearson stated that filter fabric would be placed beneath the gabion stone in an effort to prevent weed growth.

Mr. Bartnik recommended that during the drain survey, that a topographical survey be undertaken on the eastern portion of the Lutzmann property to determine the elevation of the agricultural lands and verify the elevation and location of the tile on the west side of the 11th Concession. Mr. Lutzmann agreed to allow access to the surveyors.

Those present stated that cutting vegetation and leaving that vegetation within the drain does not improve flow.

Mr. Bartnik suggested that a second site meeting be held after the survey of the drain has been completed to discuss with affected landowners how to proceed and the exact location of the required improvements.

On Monday, January 27, 2014 at 9:00am a second site meeting was held at 6744 11th Concession Road to discuss the results of the drain survey. The following people attended the meeting:

Meeting Attendees

Wayne & Lori Farough
 Charles Farough
 Leanne Farough
 Ron Lafferty
 Phil Bartnik, P.Eng.
 Halliday Pearson, P.Eng.

Municipal Address

6664 11th Concession Road
 6848 11th Concession Road
 6744 11th Concession Road
 7108 11th Concession Road
 Town of Tecumseh
 Crozier Baird Engineers

Mr. Bartnik discussed the results of the survey. The survey indicates that in order to return the drain bottom to the theoretical design grade, a significant amount of material must be removed from the upper portion of the drain. Culvert inspections were undertaken on all culverts within the drain. The Engineer has determined that certain culverts are more than $\frac{3}{4}$ full of sediment while others are undersized, have negative slope (backfall) or are in poor condition. However, certain culverts, although they have negative slope, are in fair condition that would allow for another five to 10 years of use. The Engineer will further determine which culverts require removal and replacement and those that may remain in the drain. Mr. Bartnik further stated that the private tile that enters the drain, approximately 18.0 metres south of Culvert No. 2, would be approximately 76mm (3") above the drain bottom if the drain was cleaned to theoretical drain bottom.

Ms. Farough stated that she objects to this work due to the potential cost and that flooding has not be identified on her lands or the lands of those present at today's meeting.

Mr. Charles Farough asked why individual landowners may not replace their own culverts or retain their own contractor to complete the works according to Town specifications.

Mr. Bartnik replied that culverts replaced in a Municipal Drain are subject to the Drainage Act, being Provincial legislation. The Town is responsible for municipal drains within their boundaries and an Engineer must prepare a report including a design and specifications for the construction of the culvert. If an unqualified contractor installs culverts, the Town becomes liable should deficiencies be discovered.

Ms. Farough asked what could be done now that she has objected to the work. Mr. Bartnik stated that the Town of Tecumseh is required, under the Act, to investigate this request for cleaning and sufficient outlet. An Engineer has been appointed to identify issues with the drain including sediment built-up and culvert condition. Council must then hear and act on the recommendations put forth in the new Engineer's Report. All work is proceeding as specified in the Drainage Act.

Ms. Farough expressed concerns that cleaning of the drain will not alleviate the flooding issues experienced by the 6604 Malden Road lands.

Mr. Wayne Farough requested that the Engineer confirm the grade of the private tile.

Ms. Farough requested that an elbow be installed on the east end of the private tile to prevent further erosion to the east drain bank. Ms. Farough further requested that a rodent grate be placed on the tile. Ms. Pearson suggested the use of gabion stone to prevent further erosion. Ms. Farough indicated that an elbow extension to the existing tile was preferred.

Mr. Charles Farough indicated that approximately 3.0 acres of his property drains to the East McPherson Drain with the remaining flowing easterly. Mr. Bartnik stated that drainage areas are typically determined through review of the current drainage report and in consultation with affected landowners.

Mr. Charles Farough stated that the culvert under the road at the upper end of the drain is filled with sediment.

Mr. Lafferty stated that his water drains southerly and should not be included in the East McPherson Drain watershed.

Mr. Bartnik and Ms. Pearson stated that a draft report would be prepared and distributed to affected landowners for review. A Public Information Centre will be held at the Town Hall at which affected landowners may express their concerns with the draft report. The Public Information Centre allows affected landowners to comment on the report and allows the Engineer to revise the report prior to submission to Council.

Affected landowners will be notified by mail of the date of the Public Information Centre. The meeting was adjourned at 9:40am.

7.0 Public Information Centre

A Public Information Centre was held at Tecumseh Town Hall on Wednesday, April 16, 2014 to review the draft report dated March 17, 2014 and receive, document and respond to questions and concerns. The following people signed in at the meeting:

Meeting Attendees	Municipal Address
Wayne & Lori Farough	6664 11 th Concession Road
Frank Kokovai	7035 11 th Concession Road
Charles Farough	6848 11 th Concession Road
Gerald Gerard	880 Hale Street, Stoney Point
Mary Jean Gerard	6988 11 th Concession
Peggy Gerard	Wallaceburg
Roy & Carmen Tayfel	7188 11 th Concession Road
Ron Gerard	7000 11 th Concession Road
Tate Farough	6776 11 th Concession Road
Sam Paglia, El	Town of Tecumseh
Phil Bartnik, P.Eng.	Town of Tecumseh
Tania Iacobelli	Crozier Baird Engineers
Halliday Pearson, P.Eng.	Crozier Baird Engineers

Mr. Paglia introduced those present and reviewed the agenda for the meeting. Mr. Paglia provided a timeline for the project thus far.

Ms. Pearson stated that general questions related to the Drainage Act would be addressed. The Engineer would then address landowner's concerns individually.

Roll No. 400-00800 Address: 6988 11th Con. Rd Owner: Mary Jean Gerard

Issue #1: The majority of residents on this drain have no issues with flooding or damage to crops resulting from flooding. A petition signed by the residents was submitted requesting that this work be abandoned in accordance with Section 84 of the Act.

Response #1: This report was prepared as a result of a request received for maintenance on the drain. The Town has a responsibility to proceed under the Act. It is the Town's responsibility to maintain Municipal Drains and act when a request for maintenance is received. Should the Town not act, the Town becomes liable for damages resulting from flooding. Landowners may not want work to be undertaken on the drain; however, now that a request has been received the Town

must proceed in accordance with the Drainage Act.

Upon initiation of the process, Council can only stop the process. Administration has no right to stop the process; it is Council's decision. Should Council decide to stop the work and a parcel floods, the Town becomes liable for damages resulting from that flooding.

Section 84 of the Act refers to abandonment of a Municipal Drain not the abandonment of the works proposed in this report. Council at the Meeting to Consider decides how to proceed based on Administration's recommendations, the Engineer's report and the opinions expressed by affected landowners.

Issue #2: A landowner who has retiled his lands requested this drain maintenance. No other landowners are experiencing issues with the function of the drain.

Response #2: The Act is not concerned about why the request was initiated but is concerned about the Engineer's professional opinion about whether maintenance on the drain is required. The Engineer has reviewed the design profile as provided in the current by-law, visited the site and reviewed the survey data to determine the condition of the drain. The survey indicates that this drain requires maintenance.

Issue #3: We have experienced double the amount of rainfall recently and no landowner has experienced any issues except the landowner who requested the maintenance work. This project is not beneficial to the other landowners.

Response #3: The concerns expressed at the PIC will be incorporated into the revised report presented to Council at the Meeting to Consider. Council will be provided with a recommendation by Administration along with the Engineer's report.

Issue #4: Is the consent of the property owner required to access the drain or their lands?

Response #4: The Drainage Act provides the Engineer, Drainage Superintendent and the Contractor with the right to enter onto lands to investigate and maintain the drain.

Issue #5: Who guarantees that the landowners will not incur additional maintenance costs after the work has been completed?

Response #5: A final inspection is undertaken when the works are complete. The Contractor is responsible for the quality of the work for one year. Should deficiencies be noted and repaired within the one-year period, a one-year maintenance period related to those noted deficiencies will begin again. Landowners within the watershed are encouraged to notify the Drainage Superintendent of deficiencies during and after construction and within the one-year maintenance period.

It is the landowner's responsibility to notify the Drainage Superintendent of the need for maintenance on any Municipal Drain into which a landowner may be assessed. As the East McPherson Drain is a Municipal Drain, maintenance will continue to be required.

Issue #6: Culvert No. 8 is no longer required. We do not want the enclosure (Culvert No. 9) removed and replaced. Please only replace the driveway culvert portion of the enclosure.

Response #6: In subsequent conversations with the landowners who utilize Culvert No. 8 and Culvert No. 9, it was decided that these culverts would remain in the drain and be cleaned. At such time that the culverts fail, they will be removed from the drain and the driveway portion of

Culvert No. 9 will be replaced as described in Section 12.0 Recommendations.

Issue #7: The main issue is that no landowner is having an issue with the drain. The cost of drainage works is a rip off.

Response #7: The estimate provided in the report is an estimate based on tender prices gathered from similar projects. Should the tendered prices be more than 133% of the Engineer's estimate as provided in the report, Council must call a meeting with affected landowners to determine how to proceed as described in Section 59(1) of the Act.

Issue #8: Why may one landowner initiate this process when other landowners are not experiencing drainage issues? Let us sign a waiver stating that we do not want these works to proceed and will not hold the Town liable for damages resulting from flooding. The Town allowed the lay of the land to be changed on the subject property. Why are all landowners on the drain responsible for the cleaning of the drain?

Response #8: Municipal Drains are a community based, user-pay system. All affected lands in the watershed contribute to the maintenance of the drain. Any landowner within the watershed, including the Town, may trigger a request for drainage works in writing or verbally. Upon the receipt of the request for works on the East McPherson Drain the Town was required to act in accordance with the Drainage Act. Council is the only body that can decide whether to proceed; it is not a decision that can be made by landowners, Administration or the Engineer.

The Town of Tecumseh is currently undertaking a review of drains within the municipality. If a request for maintenance works had not been received from a landowner, the Town may have triggered the work as Town lands drain into the East McPherson Drain.

Issue #9: How long is an Engineer's report valid?

Response #9: The Engineer's report remains valid as long as no major development occurs within the watershed. Should a severance be approved without an apportionment, the schedule of assessment is no longer valid as it no longer accurately represents the watershed.

Should the design included in the Engineer's report remain satisfactory, but significant changes occur in the watershed, the Municipality may require the preparation of a new maintenance schedule of assessment as described in Section 76 of the Act.

Issue #10: I maintain the drain in front of my house. The Municipality does not. I should receive a credit for maintaining my portion of the drain.

Response #10: The Drainage Act does not provide provisions for the reimbursement of costs related to independent maintenance of a Municipal Drain. All requests for maintenance should be directed to the Drainage Superintendent.

It is the landowner's responsibility to bring water generated by their lands to a sufficient outlet. Section 1 of the Act provides the following definition for sufficient outlet: "**Sufficient Outlet**" means a point at which water can be discharged safely so that it will do no damage to lands or roads. Therefore, the landowner is responsible for a portion of the maintenance required on the drain downstream of their lands; not simply the portion of the drain abutting their property.

Issue #11: Who determines that someone may direct his or her water into a Municipal Drain?

Response #11: Section 65 of the Act allows for the subsequent connection of lands into a

Municipal Drain. In accordance with Section 65, an Engineer appointed by the Municipality shall make an inspection and assess the land for a just proportion of the drainage works. No person shall connect their lands to the drainage works without the approval of the Town Council.

Roll No. 440-01100 Address: 6988 11th Con. Rd Owner: Lori & Wayne Farough

Issue #1: The issue is the parcel at 6604 Malden Road. Why did the Town allow these changes to the property? The issue is the surface water on the subject property. The drain was cleaned from the private tile to the outlet after the private tile was installed. Landowners upstream of the private tile do not have issues with the functionality of the drain.

Response #1: The Town appointed an Engineer under Section 66 of the Act to investigate the request for a subsequent connection into the East McPherson Drain in 2002. Upon consideration of that report, Council adopted the report allowing the subsequent connection to proceed.

Upon receipt of the request for maintenance, Council appointed an Engineer who determined through a site survey and visual inspection that the East McPherson Drain was in need of repair and required excavation, culvert replacement and cleaning. The drainage issues of 6604 Malden Road, Roll No. 410-04700, have no effect on the condition of the drain upstream of the private tile crossing. Generally, there is a significant amount of sediment built-up within the drain and certain culverts are in poor condition.

Issue #2: Where are our taxes going? Why is it the landowner's responsibility to pay for the work on Municipal Drains?

Response #2: Taxes are not used to pay for the maintenance of Municipal Drains. Municipal Drains are a user-pay, community based system. All assessed lands within the drain's watershed contribute to the maintenance of the drain. Municipal Drains are not an asset of the Town; however, the Town has a duty to assist landowners in drainage matters and a responsibility under the Drainage Act in maintaining and repairing Municipal Drains.

Issue #3: The surface water on the subject property is the issue. What is the Town going to do when the surface water issue is not resolved?

Response #3: The surface water generated by 6604 Malden Road, Roll No. 400-04700, does not enter the East McPherson Drain. With the completion of a site inspection and topographical survey, it has been determined that surface water from 0.91ha of the parcel enters the South Malden Road Drain (Upper Portion) while the surface water from the remaining 11.99ha flows easterly to the Santo Drain. The East McPherson Drain accepts only agricultural tile drainage from 6604 Malden Road.

The intent of this report is to repair and improve the entirety of the East McPherson Drain and provide a solution for the tile drainage issues associated with 6604 Malden Road. As with all Municipal Drains regular maintenance is recommended and encouraged.

Issue #4: Culvert No. 2 is in good condition. Why are new headwalls recommended?

Response #4: Culvert No. 2 will now be salvaged and lowered to better accommodate the private tile at Station 0+528.16. The existing pipe will be salvaged and reused. The jute bag headwalls cannot be salvaged so will be replaced.

Issue #5: I do not want the headwalls replaced on Culvert No. 4.

Response #5: This item has been removed from the construction estimate. A provision has been included in the report to allow for future replacement of the headwalls.

Issue #6: Certain culverts were installed under the authority of a former Drainage Superintendent. Why does the new report recommend that these culverts be removed and replaced?

Response #6: Culverts not identified as part of a Municipal Drain in an Engineer's report are considered obstructions within the drain. In the past, many Municipalities did not adhere to the Drainage Act process. This causes problems now when works are proposed for the drain and no information related to these unidentified culverts exists.

In order to ensure the Municipal Drain works optimally, culverts must be installed in accordance with the current Engineer's report. The culverts identified for removal and replacement are in poor condition and the existing elevations do not correspond with the designed drain bottom.

Issue #7: As discussed previously, we want to sign a waiver that no works be undertaken on this drain. Do we have any method of appeal?

Response #7: At the Meeting to Consider Council will determine how to proceed with the report based on Administration's recommendations, the Engineer's report and input from the public. Council has the power to refer the report back to the Engineer but they cannot direct the Engineer to change the report. Council also has the right to abandon the entire project but assumes all liability upon abandonment of that project.

Should this report be provisionally adopted at the Meeting to Consider, a Court of Revision will then be scheduled. The Court of Revision hears appeals on assessments. Should third and final reading of the by-law be given, affected landowners may appeal to the Tribunal. The decisions of the Tribunal are final.

There are many opportunities to voice concerns. Notification of all public meetings related to this report will be mailed to affected landowners.

Issue #8: A road crossing outlets into the drain at the north end of Culvert No. 5.

Response #8: The report has been revised to show the location of this tile drain and recommends that the tile drain be extended to maintain flow.

Issue #9: Can we as landowners undertake the proposed works?

Response #9: Anyone is welcome to submit a tender for the project if they can provide the documents and bonding required by the Town: insurance, WSIB clearance, etc. The tenderer must provide proof of sufficient experience and have the machinery necessary to perform drainage works within the Town.

Issue #10: Could the existing backfill material be used to construct the replacement culvert instead of importing new material?

Response #10: All culverts within Municipal Drains must be constructed according to the Town's standards and specifications. The Town's standards correspond with Provincial standards. The condition of the backfill material used to construct the culverts is unknown. This material could not be recommended for use without first being tested by a geotechnical engineer.

Issue #11: Could the owner of 6604 Malden Road be made to remove the tile and redirect all

surface water to the South Malden Road Drain? This is where the water flowed prior to construction of the home on the parcel.

Response #11: No, these lands were subsequently connected to the East McPherson Drain in accordance with a report prepared under then Section 66 of the Act and adopted by Municipal Council. This is and shall remain a private agricultural tile draining into the East McPherson Drain.

Issue #12: Please confirm the areas of 6744 11th Concession Road, Roll No. 440-01001, and 6776 11th Concession Road, Roll No. 440-00905, that drain into the East McPherson Drain.

Response #12: The affected areas listed in the draft Schedule of Assessment were determined by reviewing the current Engineer's report for the East McPherson Drain. At the request of the landowner we have attended both locations to conduct a topographic survey. The survey results indicate that fewer hectares drain into the East McPherson Drain than recorded in the current 1969 Engineer's report. The Schedule of Assessment has been revised accordingly.

Roll No. 440-00900 Address: 6848 11th Con. Rd Owner: Charles Farough

Issue #1: Please confirm the area of 6848 11th Concession Road, Roll No. 440-00900, that drains into the East McPherson Drain.

Response #1: The affected areas listed in the draft Schedule of Assessment were determined by reviewing the current Engineer's report for the East McPherson Drain. At the request of the landowner we have attended the site to conduct a topographic survey. The survey results indicate that fewer hectares drain into the East McPherson Drain than recorded in the current 1969 Engineer's report. The Schedule of Assessment has been revised accordingly.

Roll No. 440-00500 Address: 7188 11th Con. Rd Owner: Carmen Tayfel

Issue #1: How can the Town justify the cost to install a private culvert according to the specifications provided in the report?

Response #1: Drainage works are tendered in accordance with the Town of Tecumseh's purchasing policy. Typically, the tendering period is two (2) weeks and is open to anyone in Ontario who can provide the required documentation (WSIB, insurance, etc.) and show that they have the equipment and knowledge to perform the necessary work.

Further, the Town distributes a Notice of Tender to all local contractors informing them of the open tender.

Issue #2: Why does the Town not rent an excavator from the County of Essex to complete maintenance works using their own forces?

Response #2: The Town does not have the workforce to complete Municipal Drainage maintenance. It is not feasible for the Town to own that type of machine if it will not be used continuously throughout the year.

Roll No. 440-01000 Address: 6776 11th Con. Rd Owner: Tate Farough

Issue #1: Are my lands eligible for the 1/3 grant?

Response #1: The Municipal Property Assessment Corporation does not identify these lands as having Farm Tax Class Rate. Only lands with this tax class rate are eligible for the 1/3 grant.

However, the Town allows assessments to be debentured over five (5) years for all assessed lands.

Issue #2: Does the use of sloped gabion stone end of pipe protection reduce the width of my driveway? I would like my driveway width to remain the same.

Response #2: Culvert No. 5 is recommended for replacement. The culvert length is being extended to accommodate the use of sloped gabion stone end of pipe protection.

Roll No. 410-05300 Address: 7035 11th Con. Rd Owner: Frank Kokovai

Issue #1: Why is my land assessed into the East McPherson Drain? My lands drain to the Santo Drain.

Response #1: The existing road crossings located at Station 0+752.88, Station 1+014.06 and Station 1+324.13 serve as overflows from the Santo Drain to the East McPherson Drain. Due to the presence of these crossings, water from this parcel has the opportunity to outlet into the East McPherson Drain and has been assessed into the East McPherson Drain.

Issue #2: Could you please confirm the area assessed into the Santo Drain and the East McPherson Drain? A road crossing conveys water to the South McPhee Drain.

Response #2: The current reports for the Santo Drain and the East McPherson Drain assess 12.14 ha (30 acres) of this parcel into their respective watersheds. However, a site investigation concludes that approximately 5.73 ha (14.16 acres) of this parcel drain to the northerly portion of the Santo Drain. The road crossings at Station 0+752.88, Station 1+014.06 and Station 1+324.13 provide that 5.73 ha with the opportunity to outlet into the Santo Drain and the East McPherson Drain, if required. However, we have determined that approximately 30% of the water, generated by the lands on the west side of the 11th Concession Road, enters the East McPherson Drain after its collection by the Santo Drain. The Santo Drain conveys the remaining 70% of the overland flow. Therefore, 30% of the affected areas of the lands with Roll No. 410-05300; 410-05200; 410-05150; 410-04600; and 410-04700 on the west side of the 11th Concession Road have been assessed. For example, approximately 5.73ha of the Kokovai lands drain to the Santo Drain. Approximately 30% of this area is conveyed to the East McPherson Drain. Therefore, the Kokovai lands are assessed 1.72 ha in the Schedule of Assessment ($5.73\text{ha} \times 0.3 = 1.72\text{ha}$).

Modified affected areas for lands with Roll No. 410-05300; 410-05200; 410-05150; 410-04600; and 410-04700 are listed in the Schedule of Assessment.

8.0 Meeting to Consider

A Meeting to Consider was held at Tecumseh Town Hall on Tuesday, July 8, 2014 to consider the report dated June 17, 2014 and receive and respond to questions and concerns. The following issues were discussed at the meeting:

Roll No. 410-04700 Address: 6604 Malden Road Owner: Ralph & Joanne Lutzmann

Issue #1: The backslope of Culvert No. 2 will restrict flow from my tile drain and create sediment in the drain that restricts the flow of my tile. Can Culvert No. 2 be reset to eliminate the backflow?

Response #1: The backslope of Culvert No. 2 is such that it will not negatively impact the flow of water from the tile after the drain bottom is cleaned. The proposed drain bottom elevation is 8.6cm or 3.4" below the invert of the tile.

We would not recommend that Culvert No. 2 be removed and reset; there will not be noticeable improvement to the function of the drain if the culvert was removed and reset. As always, regular maintenance of any municipal drain is recommended to ensure that water flows freely and sediment does not impact the functioning of the drain.

Roll No. 410-05300 Address: 7035 11th Con. Rd Owner: Frank Kokovai

Issue #1: The Santo Drain was cleaned in 1983. The lands on the west side of the road were assessed at the time into the Santo Drain. The road crossing (RC3) drains east to west.

Response #1: Survey data confirms that the Road Crossing No. 3 drains west to east. In the current by-law for the East McPherson Drain, lands on both the east and west sides of the road were assessed into the East McPherson Drain. The presence of the road crossings, which drain west to east, confirm that a portion of the lands on the west side of the road should be assessed into the East McPherson Drain. Based on a review of the survey data and elevation of the road crossings, it appears that the Santo Drain, when in a maintained state, would utilize the East McPherson Drain as an overflow. Currently, the bottom elevation of the Santo Drain is such that the road crossings are at the bottom or below the bottom of the Santo Drain.

Assessments for the lands on the west side of the 11th Concession Road have been revised and are included in the attached Schedules of Assessment as described in Response #2 on page 11 of this report.

Roll No. 440-01100 Address: 6444 11th Con. Rd Owner: Lori & Wayne Farough

Issue #1: Why is the cost for cleaning of my culvert so high? Why is the cost of Culvert No. 4 less than mine yet 1m shorter?

Response #1: The cost to clean Culverts No. 2 and No. 4 have been revised to more accurately reflect typical cleaning costs based on tender prices received for similar projects in the Town of Tecumseh.

Issue #2: Why has the cost of site meetings and survey increased?

Response #2: The cost listed under line item "Attendance at site meeting, survey" under Incidentals on page 28 of this report increased due to the two surveys conducted at the request of certain landowners. The survey was requested to determine the extent of their land to be included in the drainage area. Those landowners have been assessed 100% of the cost of that survey as described in the attached Special Benefit Schedule. The increased cost relates to survey only and not site meetings.

Issue #3: Why is Culvert No. 3 being replaced when it was installed after others and is in better condition than others that are being replaced?

Response #3: Culvert No. 3 is being replaced because the elevation of the culvert does not correspond with the design drain bottom. This culvert was not installed under an Engineer's report and was not installed at an elevation corresponding with the design drain bottom described in the current by-law.

Issue #4: Why is excavated material being spread on residential lands?

Response #4: Material excavated from the drain abutting residential lands is loaded, hauled and disposed of on neighbouring agricultural lands. No excavated material is placed on lawns or

driveways. Specifications included in the report describe how the material must be spread, for example:

The Contractor shall cast all excavated material on the adjacent agricultural lands. Excavated material shall be spread to a depth of no more than 100 mm along the east top of drain bank and shall be kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material.

Where the drain passes in front of any house, garden, lawn, driveway, etc., the excavated material shall be hauled and spread upon the adjacent agricultural lands.

Issue #5: The lands on the east side of the 11th Concession have no drainage problems. How can Council go to this extent when only one landowner has issues with drainage?

Response #5: The Town, under the Act, has a duty to investigate any request for repair and improvement received from a landowner with the drainage area.

Cleaning of the drain benefits all lands utilizing the drain by removing water from their property.

The deficiencies found during the Engineer's investigation are upstream of the location at which the private tile enters the drain. Culverts are collapsing upstream and sediment is accumulating in the drain bottom; both of these factors contribute to the flow of water within the drain and are not associated with the private tile at the downstream end of the drain.

Issue #6: Costs are unreasonable.

Response #6: Construction cost estimates are based on tendered prices received for similar projects in the Town of Tecumseh. The costs provided in the report are estimated. Actual costs will be determined at the time of tendering.

The attached Construction Schedule of Assessment does not consider the allowances available to certain lands or the 1/3 grant available to eligible agricultural lands. The allowances and the grant are applied to assessments at the time of invoicing.

Issue #6: Why are tax dollars not used for the maintenance of municipal drains?

Response #6: As noted on in Response #2 on page 8 of this report, taxes are not used for to pay for the maintenance of Municipal Drains. Municipal Drains are a user-pay, community based system. All assessed lands within the drain's watershed contribute to the maintenance of the drain. Municipal Drains are not an asset of the Town; however, the Town has a duty to assist landowners in drainage matters and a responsibility under the Act in maintaining and repairing Municipal Drains.

Issue #7: Landowners can arrange for the work to be completed at much cheaper rates than what is proposed in the report.

Response #7: Any work to clean or improve the drain must be requested and undertaken through the Drainage Superintendent. Should a landowner have a preferred contractor, that contractor may participate in the tendering process provided the contractor has all necessary documents, to comply with the Town's purchasing policy, including insurance, and WSIB clearance.

Roll No. 400-00800 Address: 6988 11th Con. Rd Owner: Mary Jean Gerard

Issue #1: Why have lands on the west side of the road not been assessed a benefit?

Response #1: These lands utilize the East McPherson Drain for outlet. There is no particular benefit to the lands to utilize the drain. Typically, only lands abutting the drain are assessed a benefit. Benefit is described on page 29 this report.

Issue #2: The lands on the west side of the road have drainage problems. Why are the lands on the east side of the road being burdened with these excessive costs when no issues have been noted on lands on the east side?

Response #2: When a request for repair and improvement is received, the Town is obligated, under the Act, to investigate. A Professional Engineer has identified a number of deficiencies in the drain and the Town cannot ignore these deficiencies. Administration supports the proposed works. Council is the only body that can make the decision to abandon the works. However, as Council is now aware of the drain's deficiencies, they must respond. The Town is liable for damages resulting from not repairing the drain. The Meeting to Consider and the Court of Revision are held to allow affected landowners to voice their concerns regarding the proposed works and assessments.

Preparation of a new report allows for the development of a fair and accurate report and schedule of assessment. As noted in this report, certain culverts are not identified in the current by-law and issues related to inaccurate assessments have become apparent. Works on the drain cannot be undertaken under Section 74 Maintenance as the current by-law does not accurately reflect the conditions of the drainage area or system.

A meeting was held on June 5, 2015 attended by Mr. Sam Paglia, EI, Mr. Lutzmann, Roll No. 410-04700 and Mr. Don Joudrey, P.Eng. of Baird AE, to discuss lowering the drain bottom between Station 0+532 and the drain's outlet below the theoretical design described in the current report. A lower drain bottom would better accommodate Mr. Lutzmann's private tile at Station 0+528.16. In order to lower this section of the drain, Culvert No. 2 would also have to be lowered. Mr. Lutzmann was informed that the cost to lower the drain bottom and Culvert No. 2 would be assessed 100% to his lands.

A second Public Information Centre was held at Tecumseh Town Hall on September 14, 2016 to review the draft report dated June 7, 2016 and receive, document and respond to questions and concerns. Meeting minutes and a sign-in sheet are attached to this report in Appendix A.

9.0 Topographic Survey

We commenced our survey at the upstream end of the existing drain. The survey continued northerly, approximately 1,335 metres, to the drain's outlet into the South Talbot Road Drain East.

Additional topographic survey was carried out on the lands with Roll No. 410-04700 on the west side of the 11th Concession Road to determine the location and elevation of the existing private tile. Topographic surveys were also conducted on portions of lands with Roll No. 440-01100, Roll No. 440-01001 and Roll No. 440-00905 at the request of the landowners to determine the extent of the drainage area. It was determined through a review of the resulting topographic data that revisions were required to the affected areas of these parcels as listed in the attached Schedules of Assessment.

10.0 Existing Conditions

We find that the East McPherson Drain is in need of repair and requires cleaning and culvert replacement pursuant to Section 78 of the Act.

Further, as a result of the survey, we have found the following:

Considerable sediment has accumulated in the bottom of the drain preventing the proper flow of water, particularly between Station 0+520 and Station 1+280. Considerable vegetation is present throughout the drain, particularly between Station 0+000 and Station 0+500; Station 0+680 and Station 0+800; Station 1+000 and Station 1+200.

A private corrugated plastic tile main exists at Station 0+528.16. The tile drains private agricultural lands on the west side of 11th Concession Road. The outlet of the tile is currently below the existing drain bottom.

Bank slope erosion was noted between Station 0+527.66 and Station 0+528.66 caused by flows entering the drain from the private tile main at Station 0+528.16.

There are currently three confirmed road crossings entering the East McPherson Drain as described below:

Road Crossing No. 1– Town of Tecumseh

Station 0+752.88

The existing 200mm diameter pipe is in satisfactory condition. End of pipe protection is absent from both the west end of the pipe. This structure is not currently identified as part of the East McPherson Drain under the current by-law.

Road Crossing No. 2 – Town of Tecumseh

Station 1+013.03

The existing 600mm diameter corrugated steel pipe is in poor condition and is $\frac{3}{4}$ filled with sediment. End of pipe protection is absent from both the east and west ends of the pipe. This structure is currently identified as part of the East McPherson Drain under the current by-law.

Road Crossing No. 3 – Town of Tecumseh

Station 1+324.13

The existing 450mm diameter corrugated steel pipe is in satisfactory condition. End of pipe protection is absent from both the east and west ends of the pipe. This structure is not currently identified as part of the East McPherson Drain under the current by-law.

There are currently seven culverts within the East McPherson Drain as described below:

Culvert No. 1 – Charles Farough

Roll No. 440-01200

Station 0+245.49

The existing 900mm diameter corrugated steel pipe has been removed from the drain at the owner's request. The cost of removal was paid completely by the owner and does not form part of this report.

Culvert No. 2 – Wayne & Lori Farough

6664 11th Concession Road

Roll No. 440-01100

Station 0+501.78

The existing 900mm diameter corrugated steel pipe is in fair condition with jute bag headwalls that are in good condition. Survey data indicates the pipe has backfall and hydraulic calculations confirm that the pipe size is satisfactory. This structure provides access to residential lands and is not currently identified as part of the East McPherson Drain under the current by-law.

Private Tile Drain Outlet – Ralph & Joanne Lutzmann

6604 Malden Road

Roll No. 410-04700

Station 0+528.16

The existing 200mm diameter PVC pipe is in satisfactory condition. The grade of the tile is 0.39%. The pipe is currently below the existing drain bottom. There is no end of pipe protection visible at the east end. This structure is a private tile outlet that drains an agricultural parcel on the west side of the 11th Concession Road.

Culvert No. 3 – Ila May Farough & Wayne Farough

6744 11th Concession Road

Roll No. 440-01001

Station 0+611.49

The existing 900mm diameter corrugated steel pipe is in fair condition with concrete piece headwalls that are in poor condition; the pipe size is satisfactory. Survey data indicates that the elevation of this culvert does not correspond with the existing or theoretical drain bottom. This structure provides secondary access to agricultural lands and is not currently identified as part of the East McPherson Drain under the current by-law.

Culvert No. 4 – Ila May Farough & Wayne Farough

6744 11th Concession Road

Roll No. 440-01001

Station 0+671.32

The existing 900mm diameter corrugated steel pipe is in fair condition; the existing concrete block headwalls are in poor condition. The pipe size is satisfactory. This structure provides access to a residence on agricultural lands and is currently identified as part of the East McPherson Drain under the current by-law.

Culvert No. 5 – Tate Farough

6776 11th Concession Road

Roll No. 440-01000

Station 0+752.39

The existing 900mm diameter corrugated steel pipe is in poor condition. Headwalls are constructed of concrete pieces at the north end and poured concrete at the south end. Both headwalls are in fair condition. The pipe size is satisfactory. This structure provides access to a residence and is currently identified as part of the East McPherson Drain under the current by-law.

Culvert No. 6 – Charles Farough

6848 11th Concession Road

Roll No. 440-00900

Station 0+903.79

The landowner notified the Town on May 1, 2014 that the existing 900mm diameter corrugated steel pipe had collapsed. The landowner informed the Town that the culvert was no longer required to provide access to the residence on the parcel. This culvert was removed from the drain in April 2015 under emergency provisions; the cost of removal was paid completely by the owner and does not form part of this report. The culvert was identified as part of the East McPherson Drain under the current by-law.

Culvert No. 7 – Charles Farough
 6848 11th Concession Road
 Roll No. 440-00900
Station 0+989.06

The existing 900mm diameter corrugated steel pipe is in poor condition and hydraulic calculations suggest the size is appropriate. Headwalls constructed of concrete pieces are in poor condition. This structure provides secondary access to agricultural lands and is currently identified as part of the East McPherson Drain under the current by-law.

Culvert No. 8 – Danny & Mary Gerard
 6988 11th Concession Road
 Roll No. 440-00720
Station 1+176.75

The existing 600mm diameter corrugated steel pipe is in fair to poor condition and hydraulic calculations suggest the pipe size is appropriate. The pipe is approximately $\frac{3}{4}$ filled with sediment. Gabion stone erosion protection in fair condition is in place at the north and south ends of the culvert. This secondary structure is not currently identified as part of the East McPherson Drain under the current by-law.

Culvert No. 9 – Danny & Mary Gerard and Ronald Gerard
 6988 11th Concession Road and 7000 11th Concession Road
 Roll No. 440-00720 and Roll No. 440-00705
Station 1+205.12

The existing 600mm diameter corrugated steel pipe forms an enclosure spanning two properties. The pipe is in satisfactory condition and hydraulic calculations indicate the pipe is sized appropriately. The pipe is approximately $\frac{3}{4}$ filled with sediment. Gabion stone erosion protection in fair condition is in place at the north and south ends of the pipe. The driveway portion of this structure is currently identified as part of the East McPherson Drain under the current by-law and provides access to two separate parcels, being the lands with Roll No. 440-00720 and Roll No. 440-00705. Based on a review of the current report prepared by C.G.R. Armstrong, P.Eng. dated April 3, 1969, we have determined that the enclosure was added after preparation of the last report.

Based on the existing conditions and a review of the theoretical drain profile provided in the 1969 Armstrong report, we have determined that restoring the drain to the existing drain profile, between Station 0+532 and Station 1+335.50, would improve drain function.

11.0 Request for Emergency Works

On May 1, 2014 the Town's Drainage Superintendent received notice from the landowner of 6848 11th Concession Road, Roll No. 400-00900, that Culvert No. 6 at Station 0+903.78 had collapsed. The Drainage Superintendent inspected Culvert No. 6 on May 6, 2014 and determined that the culvert had deteriorated causing the top north end to collapse inward. The granular material atop the culvert then washed into the East McPherson Drain causing an obstruction in the drain and reducing the driveable top width for emergency access.

The Drainage Superintendent made an application to the Minister of Agriculture and Food to obtain approval to repair the culvert in accordance with Section 124 of the Act. An emergency designation was not awarded for this work; however, correspondence received from the Drainage Coordinator at the Ministry of Agriculture and Food indicated that the works can be completed as necessary under maintenance with the costs being assessed in accordance with this report after its adoption. Should this report not be adopted, a new report under Section 78 of the Act must be completed to address the failure and to incorporate a cost recovery scheme for the replacement

works.

The landowner indicated to the Drainage Superintendent that he had a preferred contractor to undertake removal of the failed culvert. The Drainage Superintendent provided the landowner with the requirements to allow a qualified contractor to perform work for the Town. It should be noted that any replacement culvert installed in future must be installed in accordance with the specifications provided in this report for the East McPherson Drain.

The Town has received and accepted a quote to remove this culvert as per the request from the landowner. Culvert No. 1 and No. 6 were removed from the drain in April 2015 at the cost of the requesting landowner.

In September 2016 concern was expressed about the absence of a culvert in front of the residence at 6848 11th Concession Road (the location of the former Culvert No. 6). After reviewing the site, it is apparent that the presence of the approach and driveway could cause confusion to motorists and does pose an unacceptable safety risk. We would recommend that one of the following options be implemented:

1. Reinstall Culvert No. 6 according to specifications provided within this report.
 - The cost to construct the culvert, including incidental fees, would be assessed to the benefitting lands and the upstream lands and roads as described in Section 18.0 Assessments of this report.
2. Remove all evidence of the approach on the road shoulder and driveway on private lands within 5 metres of the east top of bank. Relocate municipal number sign and mailbox to a location adjacent to Culvert No. 7.
 - The cost of this work shall be completed by the owner at the owner's cost. We recommend that this work be completed under the supervision of the Town's Drainage Superintendent.

Mr. Farough notified the Town that he wished to proceed with Option #1 Reinstallation of Culvert No. 6.

12.0 Recommendations

We would recommend the following works be performed in order to overcome the above noted deficiencies:

- a) Excavation work shall be undertaken to remove accumulated sediment and vegetation within the drain:
 - i. Drain shall be deepened between Station 0+000 and Station 0+500;
 - ii. Excavation to design drain bottom shall be undertaken between Station 0+500 and Station 1+335.50;
- b) Existing culverts and end of pipe protection shall be removed and replaced:
 - i. Culvert No. 5 at Station 0+752.39: 11.7 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
 - ii. Culvert No. 7 at Station 0+989.06: 14.4 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
- c) Existing culvert to be cleaned:
 - i. Culvert No. 2 at Station 0+501.78: Clean existing 7.0 metres of 900mm diameter corrugated steel pipe;
 - ii. Culvert No. 4 at Station 0+671.32: Clean existing 8.37 metres of 900mm diameter

- corrugated steel pipe;
 - iii. Culvert No. 8 at Station 1+176.75: Clean existing 9.63 metres of 600mm diameter corrugated steel pipe;
 - iv. Culvert No. 9 at Station 1+205.12: Clean existing 38.59 metres of 600mm diameter corrugated steel pipe;
- d) Supply and install culvert and end of pipe protection:
 - i. Culvert No. 6 at Station 0+901.54: 12.40 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
- e) Culvert No. 3 at Station 0+611.49: The culvert shall be inspected at the time of construction by the Engineer, Drainage Superintendent and landowner. Should the existing culvert be in satisfactory condition, the existing pipe shall be salvaged, reset and extended with sloped gabion stone end of pipe protection. Should salvage of the culvert not be possible, 15.0 metres of new 900mm diameter Boss 2000 320kPa pipe shall be supplied and placed with sloped gabion stone end of pipe protection;
- f) Existing road crossing shall be extended:
 - i. Crossing No. 1 at Station 0+752.88: Existing 200mm diameter road crossing shall be extended 1.0 metre using 200mm diameter Big 'O' tile. Sloped gabion stone end of pipe protection shall be placed at the east and west ends of the pipe;
- g) Existing road crossing shall be removed and replaced:
 - i. Crossing No. 2 at Station 1+013.03: 15.2 metres of new 600mm diameter aluminized corrugated steel pipe with sloped gabion stone end of pipe protection shall be placed at the east and west ends of the pipe;
- h) Existing road crossing shall be cleaned:
 - i. Crossing No. 3 at Station 1+324.13: 15.10 metres of existing 450mm diameter corrugated steel pipe shall be cleaned and sloped gabion stone erosion protection shall be placed at the east and west ends of the pipe;
- i) Seeding and mulching shall be undertaken on all excavated portions of the drain sideslopes to prevent erosion;
- j) Gabion stone erosion protection for field furrows shall be supplied and laid to prevent further erosion to the drain bank;
- k) A 45-degree bend shall be installed at the downstream end of the private tile at Station 0+528.16 to direct flow downstream.

We would recommend that Culvert No. 2, 4, 8 and 9 remain in place; however, should these culverts fail during the proposed cleaning process, we would recommend that the culverts be replaced in accordance with the following provisions; the Future Culvert Replacement table on Drawing Sheet 6; and in consultation with the affected landowners:

- a) Culvert No. 2 at Station 0+501.78: We would recommend this culvert remain in place, however, when the culvert degrades to the point of replacement, we would recommend that it be replaced under this by-law as an act of maintenance and assessed in accordance with proportions set out in the maintenance clauses of this report and any apportionment agreements in place at the time of replacement.

We would recommend the installation of 900mm diameter Boss 2000 320kPa pipe with

sloped gabion stone end of pipe protection. The pipe length shall allow for a 6.0 metre driveable top width. The new culvert shall be installed at an elevation that is embedded 10% of the pipe diameter below the design grade of the drain as stated in the then current by-law.

- b) Culvert No. 4 at Station 0+671.32: We would recommend this culvert remain in place, however, when the culvert degrades to the point of replacement, we would recommend that it be replaced under this by-law as an act of maintenance and assessed in accordance with proportions set out in the maintenance clauses of this report and any apportionment agreements in place at the time of replacement.

We would recommend the installation of 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection. The pipe length shall allow for a 9.0 metre driveable top width. The new culvert shall be installed at an elevation that is embedded 10% of the pipe diameter below the design grade of the drain as stated in the then current by-law.

- c) Culvert No. 8 at Station 1+176.75: We would recommend this culvert remain in place, however, when the culvert degrades to the point of replacement, we would recommend that this culvert be removed and not replaced at the request of the landowner.
- d) Culvert No. 9 at Station 1+205.12: We would recommend this culvert remain in place, however, when the culvert degrades to the point of replacement, we would recommend that the enclosure portion of the culvert be removed at the request of the landowner. To replace the driveway portion of the enclosure we would recommend the installation of 600mm diameter Boss 2000 320 kPa pipe with slope gabion stone end of pipe protection. The pipe length shall accommodate a 12.0 metre wide drivable top width to be centred on the existing driveway that will allow for a 6.0 metre wide driveway on either side of the property line.

Should Culvert No. 1 be re-installed in the future, we would recommend that it be installed in accordance with the following provisions, Table 1. Cost Sharing for Access Culverts over the East McPherson Drain and in consultation with the affected landowners and Drainage Superintendent:

- Culvert No. 1 at Station 0+245.49: We would recommend this culvert be constructed and assessed in accordance with proportions set out in the clauses of this report and any apportionment agreements in place at the time of replacement.

We would recommend the installation of 1200mm diameter aluminized corrugated steel pipe with sloped gabion stone end of pipe protection. The pipe length shall allow for a 9.0 metre driveable top width. The new culvert shall be installed at an elevation that is embedded 10% of the pipe diameter below the design grade of the drain as stated in the then current by-law.

The culvert would be considered part of the East McPherson Drain provided it was constructed in accordance with the above provisions and in consultation with the Drainage Superintendent.

The three culverts listed below are not identified as part of the drain in the 1969 Engineer's Report. We would recommend these structures be incorporated into the East McPherson Drain under this report:

Culvert No.	Station	Roll Number	Owner
2	0+501.78	440-01100	Lori & Wayne Farough
3	0+611.49	440-01001	Ila May Farough & Wayne Farough
8	1+176.75	440-00720	Danny & Mary Gerard

Incorporation of these culverts into the East McPherson Drain will allow the Town to undertake future maintenance as required.

We would further recommend that at such time a request for repair and improvement is made for the Santo Drain that the assessments made under this report be considered at the time of preparation of the new report.

13.0 Fisheries Issues

The East McPherson Drain is a Type 'F' drain. A Type 'F' drain is considered to have intermittent or ephemeral flow. A drain with ephemeral flow is typically dry for more than two consecutive months.

We would recommend the following measures be utilized to mitigate damage to the drain during construction:

- No work shall be undertaken between March 15 and June 30
- All work shall be completed in the dry
- Culverts shall be installed with a minimum of 10.0% embedment
- All disturbed soils shall be stabilized upon completion of the work
- Silt fence sediment control shall be implemented during construction
- Contractor shall prevent entry of petroleum products, debris and deleterious substances into the water.

A review of the Sensitive Areas Maps for the Town of Tecumseh indicates that no endangered species, as listed under the Endangered Species Act, are expected to be encountered at the site of the proposed works.

This report was submitted to Fisheries and Oceans Canada (DFO) for review. Correspondence received recommended that standard erosion and sediment control and bank stabilization procedures be incorporated into the proposed work. No specific concerns were noted.

14.0 Drawings and Specifications

Attached to this report is Drawing No. 13-093 Sheets 1 to 6. The drawings illustrate the location of the proposed drainage works and the land affected by the work, together with the detail and cross sections of the recommended work. Specifications are included in this report showing the dimensions, grades, disposal of material, working areas for construction and future maintenance, and other particulars of the recommended work.

15.0 Working Area

The areas available to the Contractor to be used for the purpose of constructing the recommended works of this report and for construction and future maintenance as provided for under Section 63 of the Act are described as follows:

The Contractor shall utilize a 9.0 metre wide maintenance corridor on abutting agricultural

lands measured easterly from the centre line of the drain.

Where the drain passes in front of residential properties, lawns or road crossings, the Contractor shall access the drain from the road right-of-way.

16.0 Allowances for Lands Taken and Damages

In accordance with the provisions of the Act, monetary allowances are provided to those landowners from which land is required to be used for the construction of a new drain or for the establishment of an easement for the construction and future maintenance of a drain or for land required to dispose of excavated material or for land required to obtain access to a Municipal Drainage System.

We find that no land is required to be used for the construction of a new drain or for the establishment of an easement for the construction and future maintenance of a drain or for land required to obtain access to a Municipal Drainage System, therefore, we have not provided any allowance for lands taken in our estimate as is otherwise normally provided for under sub-section (a) of Section 29 of the Act.

We further find that each of the following owners is entitled to and should receive the following amounts as compensation for the damages to lands and crops, if any. We have used a rate of \$3,700.00 per hectare to determine the compensation paid, if any:

1. Charles Farough
N Pt Lt 4, Concession 11, Roll No. 440-01200
Station 0+000 to Station 0+243
Land being approximately 243 metres long and 9.0 metres wide
Approximately 0.22 hectares (.54 acres) for spreading of excavated material along the east side of the drain \$ 814.00
2. Lori & Wayne Farough
N/S Pt Lt 3 & 4, Concession 11, Roll No. 440-01100
Station 0+258 to Station 0+489
Land being approximately 231 metres long and 9.0 metres wide
Approximately 0.21 hectares (0.51 acres) for spreading of excavated material along the east side of the drain \$ 777.00
3. Lori & Wayne Farough
Pt N 1/2 of S 1/2 Lt 3, Concession 11, Roll No. 440-00905
Station 0+799 to Station 0+890
Land being approximately 91 metres long and 9.0 metres wide
Approximately 0.08 hectares (0.20 acres) for spreading of excavated material along the east side of the drain \$ 296.00
4. Mary Jean Gerard
Pt Lt 2, Concession 11, Roll No. 400-00800
Station 1+039 to Station 1+180 and Station 1+262 to Station 1+328
Land being approximately 207 metres long and 9.0 metres wide
Approximately 0.19 hectares (0.46 acres) for spreading of excavated material along the east side of the drain \$ 703.00

Total for Damages

\$ 2,590.00

We have provided for this in our estimate as is provided for under sub-section (b) of Section 29 of the Act.

17.0 Estimate of Cost

Our estimate of the total cost of this work, including all incidental expenses and HST, is the sum of ONE HUNDRED AND SIXTY FIVE THOUSAND, NINE HUNDRED AND THIRTY FIVE----- dollars (\$165,935.00), and made up as follows:

CONSTRUCTION

- 1) 1,325.0 Cubic metres of excavation, including any required brushing and grubbing, to be undertaken along the length of the drain complete at \$ 20.00 per cubic metre
Excavated material shall be cast and spread on abutting agricultural lands. Where the drain crosses in front of residential lands, the material shall be loaded, hauled and disposed of on adjacent agricultural lands.

Total to Excavate Material from Drain \$ 26,500.00

- 2) Existing culvert to be cleaned between Station 0+501.78 and Station 0+508.79 for Lori & Wayne Farough (Culvert No. 2):
 - i) Clean 7.0 metres of existing 900mm diameter corrugated steel pipe complete at \$ 500.00 Lump Sum \$ 500.00

Total to Clean Culvert No. 2 \$ 500.00

- 3) Works to be undertaken on existing culvert Station 0+611.49 and Station 0+626.49 for Ila May Farough & Wayne Farough (Culvert No. 3):
 - i) Remove 9.8 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,250.00 Lump Sum \$ 1,250.00
 - ii) Supply and set approximately 15.0 metres of 900 mm diameter Boss 2000 320 kPa at \$ 325.00 per metre \$ 4,875.00
 - iii) Supply, place and compact approximately 30.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ 35.00 per tonne \$ 1,050.00

iv) Supply, place and compact approximately 85.0 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ <u>20.00</u> per tonne	\$ <u>1,700.00</u>	
v) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ <u>65.00</u> per square metre	\$ <u>1,950.00</u>	
vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ <u>300.00</u> Lump Sum	\$ <u>300.00</u>	
Total to Replace Culvert No. 3		\$ <u>11,125.00</u>

OR

In consultation with the Engineer, Drainage Superintendent and landowner, the culvert shall be inspected at the time of construction. Should the culvert be found to be in satisfactory condition, it shall be salvaged, reset and extended as follows:

i) Salvage and reset 9.8 metres of existing 900 mm diameter corrugated steel pipe including disposal of existing granular material complete at \$ <u>2,000.00</u> Lump Sum	\$ <u>2,000.00</u>	
ii) Supply and set approximately 6.0 metres of 900mm diameter aluminized corrugated steel pipe, 2.0mm thickness with 68x13mm corrugations complete at \$ <u>350.00</u> per metre	\$ <u>2,100.00</u>	
iii) Supply, place and compact approximately 30.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ <u>35.00</u> per tonne	\$ <u>1,050.00</u>	
iv) Supply, place and compact approximately 85.0 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ <u>20.00</u> per tonne	\$ <u>1,700.00</u>	

- v) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,950.00
- vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00
- Total to Salvage, Reset and Extend Culvert No. 3 \$ 9,100.00
- 4) Existing culvert to be cleaned between Station 0+671.32 and Station 0+679.69 for Ila May Farough & Wayne Farough (Culvert No. 4):
- ii) Clean 8.4 metres of existing 900mm diameter corrugated steel pipe complete at \$ 500.00 Lump Sum \$ 500.00
- Total to Clean Culvert No. 4 \$ 500.00
- 5) Existing road crossing to be cleaned and extended at Station 0+752.88 (Road Crossing No. 1):
- i) Clean 14.0 metres of existing 200mm Big 'O' tile complete at \$ 800.00 Lump Sum. \$ 800.00
- ii) Extend existing 200mm diameter Big 'O' tile northerly using 1.0 metre of new 200mm diameter Big 'O' tile existing complete at \$ 50.00 per metre \$ 50.00
- Total to Clean Road Crossing No. 1 \$ 850.00
- 6) Existing culvert to be replaced between Station 0+752.39 and Station 0+764.09 for Tate Farough (Culvert No. 5):
- i) Remove 8.8 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,250.00 Lump Sum \$ 1,250.00
- ii) Supply and set approximately 11.7 metres of 900 mm diameter Boss 2000 320 kPa at \$ 325.00 per metre \$ 3,805.00
- iii) Supply, place and compact approximately 20.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ 35.00 per tonne \$ 700.00

- iv) Supply, place and compact approximately 75.0 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 1,500.00
- v) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,950.00
- vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00

Total to Replace Culvert No. 5 \$ 9,505.00

7) Existing culvert to be replaced between Station 0+901.54 and Station 0+913.94 for Charles Farough (Culvert No. 6):

- i) Supply and set approximately 12.4 metres of 900 mm diameter Boss 2000 320 kPa at \$ 325.00 per metre \$ 4,030.00
- ii) Supply, place and compact approximately 25.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ 35.00 per tonne \$ 875.00
- iii) Supply, place and compact approximately 70.0 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 1,400.00
- iv) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,950.00
- v) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00

Total to Construct Culvert No. 6 \$ 8,555.00

- 8) Existing culvert to be replaced between Station 0+989.06 and Station 1+003.46 for Charles Farough (Culvert No. 7):
- i) Remove 8.2 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,250.00 Lump Sum \$ 1,250.00
 - ii) Supply and set approximately 14.4 metres of 900 mm diameter Boss 2000 320 kPa at \$ 325.00 per metre \$ 4,680.00
 - iii) Supply, place and compact approximately 30.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ 35.00 per tonne \$ 1,050.00
 - iv) Supply, place and compact approximately 85.0 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 1,700.00
 - v) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,950.00
 - vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00
- Total to Replace Culvert No. 7 \$ 10,930.00
- 9) Existing road crossing at Station 1+013.03 for the Town of Tecumseh (Road Crossing No. 2):
- i) Remove 15.24 metres of existing 600 mm diameter PVC, granular material and existing road surface complete at \$ 1,500.00 Lump Sum \$ 1,500.00
 - ii) Supply and set approximately 15.2 metres of 600 mm diameter Boss 2000 320 kPa pipe including Granular 'A' bedding and covering material, as per OPSS 1010, complete at \$ 200.00 per metre \$ 3,040.00
 - iii) Supply, place and compact approximately 45.0 tonnes of Granular 'A' backfill, as per OPSS 1010, complete at \$ 35.00 per tonne \$ 1,575.00

iv) Supply and place 20.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,300.00

v) Supply and place 10.0 square metres of tar and chip double surface road treatment complete at \$ 100.00 per square metre \$ 1,000.00

Total to Replace Road Crossing No. 2 \$ 8,415.00

10) Existing culvert to be cleaned between Station 1+176.75 and Station 1+186.38 for Danny & Mary Gerard (Culvert No. 8):

i) Clean 9.5 metres of existing 600mm diameter corrugated steel pipe complete at \$ 500.00 Lump Sum \$ 500.00

Total to Clean Culvert No. 8 \$ 500.00

11) Existing enclosure to be cleaned between Station 1+205.12 and Station 1+243.71 for Danny & Mary Gerard and Ronald Gerard (Culvert No. 9):

i) Clean 38.6 metres of existing 600mm diameter corrugated steel pipe complete at \$ 2,000.00 Lump Sum \$ 2,000.00

Total to Clean Culvert No. 9 \$ 2,000.00

12) Existing road crossing to be cleaned and end of pipe protection to be supplied and placed at Station 1+324.13 (Road Crossing No. 3):

i) Clean 15.0 metres of existing 450mm diameter corrugated steel pipe at \$ 1,000.00 Lump Sum \$ 1,000.00

ii) Supply and place 20.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric at the east and west ends of the pipe complete at \$ 65.00 per square metre \$ 1,300.00

Total to Clean Road Crossing No. 3 \$ 2,300.00

13) L.S.	Supply and spreading of good quality grass seed and mulch on all portions of excavated sideslopes complete at \$ <u>10,000.00</u> Lump Sum.	\$ <u>10,000.00</u>
14) L.S.	The Contractor shall provide a traffic control plan to the Town of Tecumseh for approval before construction commences. The Contractor shall supply, install and maintain the necessary signage during the construction period according to the latest revision of the Ontario Traffic Manual Book 7, Temporary Conditions, complete at \$ <u>5,000.00</u> Lump Sum.	\$ <u>5,000.00</u>
15) 8.0	Square metres of 100 – 230mm diameter gabion stone (300 mm thick) erosion protection laid on Terrafix 270R Filter Fabric to be placed at all existing field furrows and line drains to prevent bank slope erosion complete at \$ <u>65.00</u> per square metre.	\$ <u>520.00</u>
16)	Works to be undertaken on private tile at Station 0+497.22:	
	i) Supply and place 200mm diameter 45-degree bend at outlet of existing tile at \$ <u>75.00</u> Lump Sum	\$ <u>75.00</u>
	ii) Supply and place 3.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric on drain bank at \$ <u>65.00</u> per square metre	\$ <u>195.00</u>
	Note: The gabion stone shall be placed flush with the abutting grassed drain bank.	
	iii) Supply and place rodent grate on tile outlet at \$ <u>50.00</u> per each	\$ <u>50.00</u>
	Total for Works on Private Tile	\$ <u>320.00</u>
17) L.S.	Contingency Allowance to be used only upon approval of Drainage Superintendent and/ or Engineer	\$ <u>5,000.00</u>
	SUB TOTAL FOR CONSTRUCTION	\$ <u>102,520.00</u>

INCIDENTALS

Attendance at site meeting, survey	\$ 2,000.00
Report, estimate and specifications	\$ 26,150.00
Engineering Fees for revisions to report, assessment schedules and plans	

(Special Benefit to Town of Tecumseh)	\$ 5,000.00
Assistants and expenses, report and drawing preparation	\$ 6,000.00
Attendance at Public Information Centres, Meetings to Consider and Courts of Revision	\$ 5,000.00
Tender documents	\$ 1,000.00
ERCA Permit Application Fee	\$ 800.00
Construction Inspection	\$ 12,050.00
	=====
Sub Total for Incidentals	\$ 58,000.00
Sub Total for Construction (brought forward)	\$ 102,520.00
	=====
Sub Total for Construction and Incidentals	\$ 160,520.00
HST Payable (1.76% Non-Recoverable)	\$ 2,825.00
Total for Allowances (brought forward)	\$ 2,590.00
	=====
TOTAL ESTIMATE	\$ 165,935.00
	=====

18.0 Assessment

Assessments to lands are provided in the attached Schedule of Assessment in three separate columns being Special Benefit, Benefit and Outlet. Section 1 of the Act provides the following definitions:

“Special Benefit” means any additional work or feature included in the construction, repair or improvement of a drainage works that has no effect on the functioning of the drainage works. A breakdown of how the Special Benefits assessments were calculated is provided on Page 3 and 4 of 4 of the Schedule of Assessment.

“Benefit” means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a high market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

“Outlet Liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet.

We would recommend that construction and incidental costs be assessed to the affected properties in accordance with the accompanying Construction Schedule of Assessment and the provisions described below.

We have determined that the East McPherson Drain conveys approximately 30% of the water from lands on the west side of the 11th Concession Road after its collection by the Santo Drain. The Santo Drain conveys the remaining 70% of water from the lands on the west side of the 11th Concession Road to a sufficient outlet. However, due to the direct tile connection of the lands with

Roll No. 410-04700, we have estimated that 70% of the water generated from that parcel drains into the East McPherson Drain with the remaining 30% being conveyed to sufficient outlet by the Santo Drain. The information presented above and that presented in Response #2 on page 11 of this report was taken into consideration when revising the Schedules of Assessment for the parcels with Roll No. 410-05300; 410-05200; 410-05150; 410-04600; 410-04700.

Each parcel is guaranteed one access over a Municipal Drain. The cost to clean, maintain or replace this one access culvert shall be shared between the benefitting parcel and the upstream lands and roads. Should a parcel have more than one culvert, the costs associated with cleaning, maintenance or replacement of the additional culvert(s) shall be assessed 100% to the benefitting lands. Therefore, the construction costs associated with the proposed works for Culverts No. 3, 7 and 8 shall be assessed 100% to the benefitting lands as listed in Table 1. Cost Sharing for Access Culverts over the East McPherson Drain, below.

The cost to remove and replace access culverts currently identified as part of the drain shall be shared between the owner and the upstream lands and roads in accordance with the clauses below and the percentages listed in Table 1. The percentages listed in Table 1 were derived based on the culvert's approximate location within the drain. Those culverts that are not currently identified as part of the East McPherson Drain shall be assessed 100% to the benefitting landowner, as listed in Table 1.

The owner of lands with Roll No. 440-01200 and Roll No. 440-00900 previously paid 100% of the cost to remove Culvert No. 1 and Culvert No. 6 from the drain. These works were completed prior to adoption of this report.

The construction and incidental costs associated with cleaning of Culvert No. 9, 30.79 metres of which is an enclosure spanning lands with Roll No. 440-00720 and Roll No. 440-00705, shall be shared between the two parcels with proportions of 37.0% and 63.0% respectively. The existing driveway portion of the enclosure is identified as part of the East McPherson Drain, therefore, we would recommend that the 7.8 metres of the total enclosure width forming the driveway and the length required for the sloped gabion stone end of pipe protection, be assessed as listed in Table 1.

Table 1. Cost Sharing for Access Culverts over the East McPherson Drain

Culvert No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
1	Removed from drain at owner's expense and request.				
2	0+501.78	440-01100	Lori & Wayne Farough	100%	0%
3	0+611.49	440-01001	Ila May Farough & Wayne Farough	100%	0%
4	0+671.32	440-01001	Ila May Farough & Wayne Farough	50%	50%
5	0+752.39	440-01000	Tate Farough	56%	44%
6	0+901.54	400-00900	Charles Farough	68%	32%
7	0+989.06	440-00900	Charles Farough	100%	0%
8	1+176.75	440-00720	Danny & Mary Gerard	100%	0%
9	1+205.12	440-00720 440-00705	Danny & Mary Gerard Ronald Gerard	40% 40%	20%

The cost to supply and place a 200mm diameter 45-degree bend, rodent grate and gabion stone erosion protection at Station 0+497.22 shall be assessed 100% as Special Benefit to the lands owned by Ralph and Joanne Lutzmann, Roll No. 410-04700.

The cost to remove and replace or clean the existing road crossings shall be assessed as described in Table 2, Road Crossing Assessments.

Table 2. Road Crossing Assessments

Crossing No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
Private Tile	0+497.22	410-04700	Ralph & Joanne Lutzmann	100%	0%
1	0+752.88	---	Town of Tecumseh	100%	0%
2	1+013.03	---	Town of Tecumseh	100%	0%
3	1+324.13	---	Town of Tecumseh	100%	0%

The cost to supply and install gabion stone erosion protection for field furrows and line drains shall be assessed 100% as Special Benefit to the adjacent lands.

The cost to complete topographic surveys on lands as requested by certain landowners shall be assessed 100% to those lands as Special Benefit as described in the attached Special Benefit Schedule of Assessment.

The Town of Tecumseh was assessed a Special Benefit of \$5,000 for revisions to the report, assessment schedules and plans.

19.0 Maintenance

We would recommend that the areas described in Section 15.0 of this report, and as listed below, be used to access the drain during works of maintenance:

The Contractor shall utilize a 9.0 metre wide maintenance corridor on abutting agricultural lands measured easterly from the centre line of the drain.

Where the drain passes in from of residential properties, lawns or road crossings, the Contractor shall access the drain from the road right-of-way.

We would recommend that future maintenance costs be assessed to the affected properties in accordance with the following provisions and accompanying Maintenance Schedule of Assessment. The Maintenance Schedule of Assessment has been prepared assuming current drainage conditions will remain in effect at the time of future maintenance.

The Maintenance Schedule of Assessment has been developed based on an assumed maintenance cost of \$10,000. This amount is arbitrary and does not represent the actual costs to be assessed. Actual costs for future maintenance works, including all engineering and incidental costs, shall be assessed against the affected lands and roads in the same proportions as those shown in the attached Maintenance Schedule of Assessment.

Should an existing access culvert require replacement, we would recommend that the cost to replace the structure be assessed to the benefitting landowner and the upstream lands and roads in accordance with the percentages listed in Table 3. Cost Sharing for Access Culverts over the East McPherson Drain, below. The percentage to be shared with the upstream lands and roads shall be assessed as outlet against those lands.

Future maintenance costs associated with Culverts No. 3, 7 and 8 shall be assessed 100% as Benefit to the benefitting lands, as listed in Table 3, as these culverts provide secondary access

to the individual parcels.

We would recommend that future maintenance costs associated with removal of Culvert No. 9, being an enclosure spanning lands with Roll No. 440-00720, owned by Danny & Mary Gerard, and Roll No. 440-00705, owned by Ronald Gerard, be shared between the two parcels with proportions of 37.0% and 63.0% respectively. The cost to replace the driveway portion of the enclosure shall be assessed as listed in Table 3.

Table 3. Cost Sharing for Access Culverts over the East McPherson Drain

Culvert No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
1	Removed from the drain at owner's expense and request.				
2	0+501.78	440-01100	Lori & Wayne Farough	37%	63%
3	0+611.49	440-01001	Ila May Farough & Wayne Farough	100%	0%
4	0+671.32	440-01001	Ila May Farough & Wayne Farough	50%	50%
5	0+752.39	440-01000	Tate Farough	56%	44%
6	0+901.54	440-00900	Charles Farough	68%	32%
7	0+989.06	440-00900	Charles Farough	100%	0%
8	1+176.75	440-00720	Danny & Mary Gerard	100%	0%
9	1+205.12	440-00720 440-00705	Danny & Mary Gerard Ronald Gerard	40% 40%	20%

The cost to maintain the 200mm diameter 45-degree bend, rodent grate and gabion stone erosion protection at Station 0+497.22 shall be assessed 100% to the lands owned by Ralph and Joanne Lutzmann, Roll No. 410-04700.

Maintenance costs associated with the existing road crossings shall be assessed as described in Table 4, Road Crossing Maintenance Assessments.

Table 4. Road Crossing Maintenance Assessments

Crossing No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
Private Tile	0+500	410-04700	Ralph & Joanne Lutzmann	100%	0%
1	0+752.88	---	Town of Tecumseh	100%	0%
2	1+013.03	---	Town of Tecumseh	100%	0%
3	1+324.13	---	Town of Tecumseh	100%	0%

The cost to maintain gabion stone erosion protection for field furrows and line drains shall be assessed 100% as Benefit to the affected landowner.

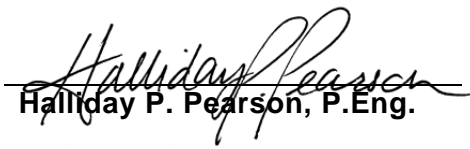
20.0 Grant

In accordance with the Agricultural Drainage Infrastructure Program (ADIP) and the provisions of Sections 85, 86 and 87 of the Act, a grant in the amount of 33 -1/3% of the assessment may be available for privately owned lands identified as assessed in this report and used for agricultural purposes. We would further recommend that the Town, upon completion of the project, make an application to the Ministry of Agriculture and Food in accordance with Section 88 of the Act for this grant.

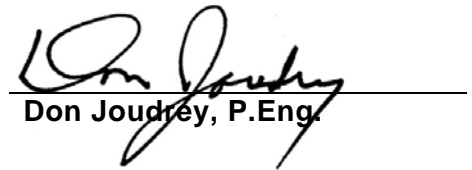
The ADIP eligible grant amounts have not been applied to the assessments shown in the attached Schedule of Assessment. If applicable, ADIP grant amounts will be deducted from the final assessments at the time of invoicing.

All of which is respectfully submitted,

BAIRD AE INC.
27 PRINCESS STREET, UNIT 102
LEAMINGTON, ONTARIO
N8H 2X8


 Halliday P. Pearson, P.Eng.




 Don Joudrey, P.Eng.



**APPENDIX A
MEETING MINUTES AND SIGN-IN SHEET
SEPTEMBER 14, 2016**

Site Meeting: East McPherson Drain			
9.14.2016		17:30 PM	Town of Tecumseh, Town Hall
Meeting called by		Sam Paglia, P.Eng., Drainage Superintendent	
Type of meeting		Site Meeting: Repair & Improvement to the East McPherson Drain	
Facilitator		Sam Paglia, P.Eng., Drainage Superintendent	
Note taker		Cheryl Curran	
Attendees		<u>Landowners:</u> See attached attendance sign-in sheet <u>Baird AE:</u> Don Joudrey, P.Eng. & Halliday Pearson, P.Eng. <u>Tecumseh:</u> Sam Paglia, Phil Bartnik, Cheryl Curran	
Purpose of Meeting			
Discussion		Section 78, Repair & Improvement	
<p>Baird AE is the appointed Drainage Engineer that examined the area requiring improvements to the East McPherson Drain.</p> <p>The purpose of the meeting is to discuss both the technical aspect of the draft Engineer's Report and the assessment schedule to facilitate an efficient process for by-law adoption and for future maintenance going forward.</p>			
Engineer's Report			
Discussion		Draft Report	
<p>Peggy Gerard attended the meeting on behalf of Mary Jean Gerard, her mother. Mary Gerard's property (CON 11 PT LOT 2, Roll 440-00800) was retiled and drains eastward towards the 12th Concession Rd. Copies of documentation supporting this were provided to Sam Paglia (tile loan and tile plan).</p> <p>Baird AE will review the documentation and adjust the Engineer's Report accordingly.</p> <p><u>Award Drain vs Municipal Drain</u> The question was raised as to when the East McPherson Drain was deemed a municipal drain. Landowners thought that it was an Award Drain rather than a Municipal Drain. In order for a drain to become a municipal drain, 60% of the affected landowners have to sign the petition to construct the drain.</p> <p>Municipal drains are created under the authority of the <i>Drainage Act</i>. There are 3 key elements of a municipal drain:</p> <ol style="list-style-type: none">1. Landowners submit a petition under the Drainage Act the local municipality requesting the establishment of a municipal drain to solve a drainage problem. An engineer is appointed by Council to prepare a report, identify solutions to the problem and how costs will be shared. It is a 'communally accepted' project.2. Following any appeals, if any, the municipality passes a by-law adopting the engineer's report. The project is then constructed. The cost is assessed to the lands affected by the drain construction.3. Once constructed, the drain becomes a municipal drain and is to be repaired and maintained as required.			

The current design of the drain should mirror the 1969 design, adopted by Council.

The Town has documentation dating 1948 where landowners requested the East McPherson Drain be maintained. The most recent by-law inclusive of assessments is dated 1969. Peggy Gerard requests a copy of both the 1948 and 1969 documentation.

Mr. Joudrey also indicated that:

- Drainage tile - Lutzman property: Drainage tile (at the road crossing) was put in below grade. Alternative options to address this issue will be investigated by the Consultant Engineer.
- Culverts No. 2, 3, and 8 are not identified under the current by-law nor are Road Crossings No. 1 and 3.
- The entire watershed is to be assessed for the drainage works (there were changes to the watershed).

On-site investigations noted that approximately one meter of sediment had accumulated within the drain.

Mr. Joudrey will investigate the 'legal' status of the access culvert #3 under the *Drainage Act*.

Mr. Joudrey will also investigate the requirements to re-install a culvert access fronting Mr. Farough's property at 6848 11th Concession. There is a second access culvert located south of the removed access that can be used for vehicular access (including emergency vehicles).

One of the meeting participants indicated that following a severance, a landowner, who was once assessed into the East McPherson Drain, installed drain tile in his field and subsequently no longer drains into the East McPherson Drain. Instead, his land now drains into the Colchester Townline Drain. If this tile installation was done without authorization, what recourse is taken?

Mr. Paglia indicated that, according to Section 65(4) of the Drainage Act,

"If an owner of land that is assessed for a drainage works subsequently disconnects the land from the drainage works, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to inspect the land and determine the amount by which the assessment of the land should change."

Open Discussion

Discussion	Question & Answer Period
<p>Q: <i>Who bears the responsibility of the drain maintenance and/or improvements? Are all landowners required to pay even if they themselves have no problem with the drain function?</i></p> <p>A: The assessment schedule provided in the Engineer's Report will be used for future maintenance costs. With respect to Phragmites removal, Town of Tecumseh staff has met with Essex Regional Conservation Authority, County of Essex and the Ministry of Transportation to collaborate on a method to combat the evasive species. There is also an Ontario working group organized to help resolve this issue.</p> <p>Q: <i>In order to save costs, can landowners remove their own access culverts?</i></p> <p>A: No. Anyone who interferes with the channel of the drain is liable for the damages that could result from their actions. An engineer's report includes the elevation and slopes to be maintained in order for the drain to function properly for both upstream and downstream landowners and OMAF requires that only qualified drainage contractors perform work on any municipal drain.</p>	

- Q: Would it be more cost effective if the drain was improved/maintained a section at a time?*
A: It is more cost effective to complete the drain maintenance all as one project. The cost is generally less, as construction companies are charging one unit for set-up costs, equipment and transportation costs, etc. Economies of scale come into effect.
- Q: If a landowner requests a different bridge head than what is detailed in the engineer's report, can the landowner request this?*
A: Yes. This is a "special benefit assessment" and would be levied against the property (of the requestor). This value usually represents the difference in cost between that which was originally designed and the increased level of design requested by a landowner.
- Q: What about road safety concerns with respect to crossings over municipal drains?*
A: Road safety issues are to be brought to the road authority's attention. The Town of Tecumseh has completed a condition assessment on bridges/culverts the identified deficiencies will be addressed.
- Q: What is the process when a landowner identifies deficiency in the municipal drainage work?*
A: If a landowner identifies a problem with the drain improvement/maintenance work, it is the landowner's responsibility to notify the drainage superintendent as soon as possible. There is a one-year maintenance period whereby contractors are responsible to repair any deficiencies.
- Q: Can the traffic control price be reassessed? It seems very high.*
A: These costs are estimates but are based on current prices and the experience of the Engineers with similar projects.
- Q: If the construction price for the drain project is extremely high, do the landowner's have input?*
A: If the cost of the work
- is assessed over \$5,000 to a landowner, the payments can be pro-rated over 5 years and added to the taxes on the lands with a current interest charge
 - if the Tender submissions are substantially greater than the Engineer's estimated cost of the drainage project (as provided in the Engineer's Report), the Tenders can be rejected and the project can be re-tendered at a later date.

Follow-up

The Consultant Engineer will contact each landowner to discuss the access culverts to their respective properties.

Mr. Paglia requests that landowners contact him at any time to discuss the assessments within the Engineer's Report.

For additional information pertaining to the Drainage Act, you can either contact Sam Paglia, Town of Tecumseh Drainage Superintendent or the Ministry of Agriculture, Food and Rural Affairs website at <http://www.omafr.gov.on.ca/>

Meeting Adjournment & Contact Information

Meeting adjourned at 7:15 p.m.

Sam Paglia, P.Eng., Drainage Superintendent
spaglia@tecumseh.ca
Town of Tecumseh -- 519-735-2184 ext. 105

Don Joudrey, P.Eng.
don@bairdae.ca
Baird AE -- 519-326-6161

Halliday Pearson, P.Eng.
halliday@bairdae.ca
Baird AE -- 519-326-6161

**CONSTRUCTION SCHEDULE OF ASSESSMENT
EAST MCPHERSON DRAIN
IN THE
TOWN OF TECUMSEH
PROJECT REFERENCE 13-093**

June 17, 2014
Reconsidered April 11, 2017
Page 1 of 4

MUNICIPAL LANDS:

Description	Area Owned (Acres)	(Ha.)	Area Affected (Acres)	(Ha.)	Owner	Special Benefit	Benefit	Outlet	Total Assessment
11th Concession Road	---	---	3.80	1.54	Town of Tecumseh	\$ 22,905.00	\$ 9,550.00	\$ 6,805.00	\$ 39,260.00
						=====	=====	=====	=====
Total on Municipal Lands	-----					\$ 22,905.00	\$ 9,550.00	\$ 6,805.00	\$ 39,260.00

PRIVATELY OWNED AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Owned		Area Affected		Owner	Special	Benefit	Benefit	Outlet	Total			
			(Acres)	(Ha.)	(Acres)	(Ha.)		Benefit				Assessment			
440-01200	11	N PT LT 4	27.75	11.23	4.00	1.62	Charles Farough	\$	115.00	\$	1,910.00	\$	605.00	\$	2,630.00
440-01100	11	N/S PT LT 3 & 4	36.95	14.95	15.81	6.40	Lori & Wayne Farough	\$	860.00	\$	7,545.00	\$	2,815.00	\$	11,220.00
440-01001	11	N PT LT 3	25.20	10.20	6.25	2.53	Ila May Farough & Wayne Farough	\$	17,905.00	\$	2,980.00	\$	1,285.00	\$	22,170.00
440-00905	11	PT N 1/2 OF S 1/2 LT 3	24.20	9.79	4.97	2.01	Lori & Wayne Farough	\$	160.00	\$	2,370.00	\$	1,460.00	\$	3,990.00
440-00900	11	S PT LT 3	25.00	10.12	6.97	2.82	Charles Farough	\$	26,115.00	\$	3,325.00	\$	2,725.00	\$	32,165.00
400-00800	11	PT LT 2	38.13	15.43	21.45	8.68	Mary Jean Gerard	\$	145.00	\$	10,230.00	\$	9,360.00	\$	19,735.00
410-05300	10	S PT LT 2	27.68	11.20	6.38	2.58	Patrick & Nicole Gerard	\$	-	\$	-	\$	3,660.00	\$	3,660.00
410-05200	10	S PT LT 3	79.14	32.03	8.04	3.25	C. Farough & P. Farough	\$	-	\$	-	\$	3,745.00	\$	3,745.00
410-05150	10	S PT LT 3	17.07	6.91	3.52	1.43	Norman & Rose Jobin	\$	-	\$	-	\$	935.00	\$	935.00
410-04600	10	S PT LT 3	20.00	8.09	2.31	0.93	R. & S. Clarkson	\$	-	\$	-	\$	500.00	\$	500.00
410-04700	10	N PT LT 3	31.87	12.90	20.72	8.39	Ralph & Joanne Lutzman	\$	595.00	\$	-	\$	3,910.00	\$	4,505.00
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Total on Privately Owned Agricultural Lands	-----	\$ 45,895.00	\$ 28,360.00	\$ 31,000.00	\$ 105,255.00
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PRIVATELY OWNED NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Owned (Acres)	(Ha.)	Area Affected (Acres)	(Ha.)	Owner	Special Benefit	Benefit	Outlet	Total Assessment
440-01000	11	S PT LT 3	0.81	0.33	0.81	0.33	Tate Farough	\$ 8,250.00	\$ 1,160.00	\$ 690.00	\$ 10,100.00
440-00720	11	PT LT 2	1.22	0.49	1.22	0.49	Danny & Mary Gerard	\$ 1,815.00	\$ 1,745.00	\$ 1,585.00	\$ 5,145.00
440-00705	11	PT LT 2	0.49	0.20	0.49	0.20	Ronald Gerard	\$ 1,770.00	\$ 700.00	\$ 645.00	\$ 3,115.00
410-05302	10	PT LT 1 & 2	1.80	0.72	1.80	0.72	Patrick & Nicole Gerard	\$ -	\$ -	\$ 3,060.00	\$ 3,060.00
								=====	=====	=====	=====
Total on Privately Owned Non-Agricultural Lands								\$ 11,835.00	\$ 3,605.00	\$ 5,980.00	\$ 21,420.00
								=====	=====	=====	=====
TOTAL ASSESSMENT								\$ 80,635.00	\$ 41,515.00	\$43,785.00	\$165,935.00
								=====	=====	=====	=====

Area Assessed: 108.53 43.91

**SPECIAL BENEFIT ASSESSMENTS
EAST MCPHERSON DRAIN
IN THE
TOWN OF TECUMSEH
PROJECT REFERENCE 13-093**

June 17, 2014

Reconsidered April 11, 2017

Page 3 of 4

MUNICIPAL LANDS:				SPECIAL BENEFIT ITEMS				TOTAL
				Additional Survey & Excavation	Enclosure & Culverts	Gabion Stone	Road Crossings & Design	
Description	Area Affected (Acres)	(Ha.)	Owner					
11th Concession Road	3.80	1.54	Town of Tecumseh	---	---	---	\$ 22,905.00	\$ 22,905.00
				=====	=====	=====	=====	=====
Total on Municipal Lands	-----			---	---	---	\$ 22,905.00	\$ 22,905.00

PRIVATELY OWNED AGRICULTURAL LANDS:										
Roll No.	Con.	Description	Area Affected (Acres)	(Ha.)	Owner	Additional Survey & Excavation	Enclosure & Culverts	Gabion Stone	Road Crossing	Special Benefit Assessment
440-01200	11	N PT LT 4	4.00	1.62	Charles Farough	---	\$ -	\$ 115.00	---	\$ 115.00
		N/S PT LT 3								
440-01100	11	& 4	15.81	6.40	Lori & Wayne Farough	---	\$ 775.00	\$ 85.00	---	\$ 860.00
440-01001	11	N PT LT 3	6.25	2.53	Ila Mae Farough & & Wayne Farough	\$ 75.00	\$ 17,630.00	\$ 200.00	---	\$ 17,905.00
440-00905	11	PT N 1/2 OF	4.97	2.01	Lori & Wayne Farough	\$ 75.00	---	\$ 85.00	---	\$ 160.00
		S 1/2 LT 3								
440-00900	11	S PT LT 3	6.97	2.82	Charles Farough	\$ 75.00	\$ 25,955.00	\$ 85.00	---	\$ 26,115.00
400-00800	11	PT LT 2	21.45	8.68	Mary Jean Gerard	---	---	\$ 145.00	---	\$ 145.00
410-05300	10	S PT LT 2	6.38	2.58	Patrick & Nicole Gerard	---	---	---	---	\$ -
410-05200	10	S PT LT 3	7.80	3.25	C. Farough & P. Farough	---	---	---	---	\$ -
410-05150	10	S PT LT 3	3.52	1.43	Norman & Rose Jobin	---	---	---	---	\$ -
410-04600	10	S PT LT 3	2.31	0.93	R. & S. Clarkson	---	---	---	---	\$ -
410-04700	10	N PT LT 3	20.72	8.39	Ralph & Joanne Lutzmann	\$ 100.00	\$ -	\$ 495.00	---	\$ 595.00
						=====	=====	=====	=====	=====

Total on Privately Owned Agricultural Lands	\$	325.00	\$ 44,360.00	\$ 1,210.00	---	\$	45,895.00
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PRIVATELY OWNED NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Affected (Acres)	(Ha.)	Owner	Additional Survey & Excavation	Enclosure & Culverts	Gabion Stone	Road Crossing	Special Benefit Assessment
440-01000	11	S PT LT 3	0.81	0.33	Tate Farough	---	\$ 8,250.00	---	---	\$ 8,250.00
440-00720	11	PT LT 2	1.22	0.49	Danny & Mary Gerard	---	\$ 1,815.00	---	---	\$ 1,815.00
440-00705	11	PT LT 2	0.49	0.20	Ronald Gerard	---	\$ 1,685.00	\$ 85.00	---	\$ 1,770.00
410-05302	10	PT LT 1 & 2	1.80	0.72	Patrick & Nicole Gerard	---	---	---	---	\$ -
Total on Privately Owned Non-Agricultural La -----						---	\$ 11,750.00	\$ 85.00	---	\$ 11,835.00
TOTAL SPECIAL BENEFIT ASSESSMENT -----						\$ 325.00	\$ 56,110.00	\$ 1,295.00	\$22,905.00	\$ 80,635.00

**MAINTENANCE SCHEDULE OF ASSESSMENT
EAST MCPHERSON DRAIN
IN THE
TOWN OF TECUMSEH
PROJECT REFERENCE 13-093**

June 17, 2014
Reconsidered April 11, 2017
Page 1 of 2

MUNICIPAL LANDS:

Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Benefit	Outlet	Total Assessment
11th Concession Road	---	---	3.80	1.54	Town of Tecumseh	\$ 1,280.00	\$ 685.00	\$ 1,965.00
Total on Municipal Lands						=====	=====	=====
						\$ 1,280.00	\$ 685.00	\$ 1,965.00

PRIVATELY OWNED AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Benefit	Outlet	Total Assessment
440-01200	11	N PT LT 4	27.75	11.23	4.00	1.62	Charles Farough	\$ 260.00	\$ 75.00	\$ 335.00
440-01100	11	N/S PT LT 3 & 4	36.95	14.95	15.81	6.40	Lori & Wayne Farough	\$ 1,020.00	\$ 365.00	\$ 1,385.00
440-01001	11	N PT LT 3	25.20	10.20	6.25	2.53	Ila May Farough & Wayne Farough	\$ 405.00	\$ 170.00	\$ 575.00
440-00905	11	PT N 1/2 OF S 1/2 LT 3	24.20	9.79	4.97	2.01	Lori & Wayne Farough	\$ 320.00	\$ 150.00	\$ 470.00
440-00900	11	S PT LT 3	25.00	10.12	6.97	2.82	Charles Farough	\$ 450.00	\$ 225.00	\$ 675.00
400-00800	11	PT LT 2	38.13	15.43	21.45	8.68	Mary Jean Gerard	\$ 1,380.00	\$ 760.00	\$ 2,140.00
410-05300	10	S PT LT 2	30.00	12.14	6.38	2.58	Patrick & Nicole Gerard	\$ -	\$ 375.00	\$ 375.00
410-05200	10	S PT LT 3	79.14	32.03	8.04	3.25	C. Farough & P. Farough	\$ -	\$ 335.00	\$ 335.00
410-05150	10	S PT LT 3	17.07	6.91	3.52	1.43	Norman & Rose Jobin	\$ -	\$ 105.00	\$ 105.00
410-04600	10	S PT LT 3	20.00	8.09	2.31	0.93	R. & S. Clarkson	\$ -	\$ 65.00	\$ 65.00
410-04700	10	N PT LT 3	31.87	12.90	20.72	8.39	Ralph & Joanne Lutzman	\$ -	\$ 520.00	\$ 520.00

									=====	=====	=====	
Total on Privately Owned Agricultural Lands									-----	\$ 3,835.00	\$ 3,145.00	\$ 6,980.00

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PRIVATELY OWNED NON-AGRICULTURAL LANDS:

Roll No.	Con.	Description	Area Owned (Acres)	(Ha.)	Area Affected (Acres)	(Ha.)	Owner	Benefit	Outlet	Total Assessment	
440-01000	11	S PT LT 3	0.81	0.33	0.81	0.33	Tate Farough	\$ 155.00	\$ 70.00	\$ 225.00	
440-00720	11	PT LT 2	1.22	0.49	1.22	0.49	Danny & Mary Gerard	\$ 235.00	\$ 130.00	\$ 365.00	
440-00705	11	PT LT 2	0.49	0.20	0.49	0.20	Ronald Gerard	\$ 95.00	\$ 55.00	\$ 150.00	
410-05302	10	PT LT 1&2	1.80	0.72	1.80	0.72	Patrick & Nicole Gerarc	\$ -	\$ 315.00	\$ 315.00	
								=====	=====	=====	
Total on Privately Owned Non-Agricultural Lands								-----	\$ 485.00	\$ 570.00	\$ 1,055.00
									=====	=====	=====
TOTAL ASSESSMENT								-----	\$ 5,600.00	\$4,400.00	\$10,000.00
									=====	=====	=====

Area Assessed: 108.53 43.91

SPECIFICATIONS
REPLACEMENT ACCESS CULVERTS
OVER THE EAST MCPHERSON DRAIN
TOWN OF TECUMSEH
PROJECT NO. 13-093

1.0 PIPE MATERIAL

The Contractor shall supply and install, clean, remove or salvage and lower the following:

- a) Existing culverts and end of pipe protection shall be removed and replaced:
 - a. Culvert No. 5 at Station 0+752.39: 11.7 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
 - b. Culvert No. 7 at Station 0+989.06: 14.4 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
- b) Existing culvert to be cleaned:
 - a. Culvert No. 2 at Station: 0+501.78: Clean existing 7.0 metres of 900mm diameter corrugated steel pipe;
 - b. Culvert No. 4 at Station 0+671.32: Clean existing 8.37 metres of 900mm diameter corrugated steel pipe;
 - c. Culvert No. 8 at Station 1+176.75: Clean existing 9.63 metres of 600mm diameter corrugated steel pipe;
 - d. Culvert No. 9 at Station 1+205.12: Clean existing 38.59 metres of 600mm diameter corrugated steel pipe;
- c) Culvert No. 1 at Station 0+245.49 has been removed from the drain. Drain banks shall be restored using good quality topsoil and grass seed;
- d) Supply and install culvert and end of pipe protection:
 - a. Culvert No. 6 at Station 0+901.54: 12.40 metres of new 900mm diameter Boss 2000 320kPa pipe with sloped gabion stone end of pipe protection;
- e) Culvert No. 3 at Station 0+611.49: The culvert shall be inspected at the time of construction by the Engineer, Drainage Superintendent and landowner. Should the existing culvert be in satisfactory condition, the existing pipe shall be salvaged, reset and extended with sloped gabion stone end of pipe protection. Should salvage of the culvert not be possible, 15.0 metres of new 900mm diameter Boss 2000 320kPa pipe shall be supplied and placed with sloped gabion stone end of pipe protection;
- f) Existing road crossing shall be extended:
 - a. Crossing No. 1 at Station 0+752.88: Existing 200mm diameter road crossing shall be extended 1.0 metre using 200mm diameter Big 'O' tile. Sloped gabion stone end of pipe protection shall be placed at the east and west ends of the pipe;
- g) Existing road crossing shall be removed and replaced:
 - a. Crossing No. 2 at Station 1+013.03: 15.2 metres of new 600mm diameter aluminized corrugated steel pipe with sloped gabion stone end of pipe protection shall be placed at the east and west ends of the pipe;
- h) Existing road crossing shall be cleaned:
 - a. Crossing No. 3 at Station 1+324.13: 15.10 metres of existing 450mm diameter corrugated steel pipe shall be cleaned and sloped gabion stone erosion protection shall be placed at the east and west ends of the pipe.

1.0 PIPE MATERIAL - Continued

- i) A 45-degree bend shall be installed at the downstream end of the private tile at Station 0+528.16 to direct flow downstream.

2.0 WORKING AREA

The areas available to the Contractor to be used for the purpose of constructing the recommended works of this report and for construction and future maintenance as provided for under Section 63 of the Act are described follows:

The Contractor shall utilize a 9.0 metre wide maintenance corridor on abutting agricultural lands measured easterly from the centre line of the drain.

Where the drain passes in front of residential properties or lawns, the Contractor shall access The drain from the road right-of-way. Road crossings shall be accessed from the road right-of-way.

3.0 DISPOSAL OF EXCAVATED MATERIAL

The Contractor shall cast all excavated material on the adjacent agricultural lands. Excavated material shall be spread to a depth of no more than 100 mm along the east top of drain bank and shall be kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material.

Where the drain passes in front of any house, garden, lawn, driveway, etc., the excavated material shall be hauled and spread upon the adjacent agricultural lands.

4.0 LOCATION AND ELEVATION OF CULVERTS

The location and elevations of the new culverts shall be according to the drawings, 13-093 Sheet 1 to Sheet 6.

5.0 PLACEMENT OF CULVERTS

- a) The Contractor shall excavate all vegetation, topsoil and existing granular material from the bank slopes and bottom of the existing drain complete along with hauling materials off site.

The required work includes:

- i. The supply and installation of new 900mm diameter Boss 2000 pipe as described in Section 1.0 Pipe Material;
 - ii. The supply and installation of new 600mm diameter aluminized corrugated steel pipe as described in Section 1.0 Pipe Material;
 - iii. Any other works as described in Section 1.0 Pipe Material.
- b) The Contractor shall perform the excavation, placement of the pipe and backfill in a dry condition and shall provide all required pumps and/or equipment to enable the work to proceed in the dry.
- c) Supply and place sloped gabion stone end of pipe protection, as required;

6.0 PIPE BACKFILL

After the corrugated plastic pipe has been set, the Contractor shall backfill the culvert with granular "B" material, O.P.S.S. Spec 1010 according to the attached plan. The backfill material shall be carefully placed so damage to or movement of the culvert is avoided and backfill materials shall be placed in layers not exceeding 300 mm in thickness, loose measurement. Each layer shall be thoroughly compacted in place to a Standard Proctor Density of 98% by means of mechanical compactors. The equipment and method of compacting the backfill material shall be to the full satisfaction of the Commissioner in charge.

7.0 QUARRIED ROCK END PROTECTION

Where specified and after the corrugated plastic pipe has been set and backfilled the Contractor shall install quarried rock erosion protection at each end of the pipe.

The backfill over the ends of the corrugated plastic pipe shall be set on a slope of 1½ metres horizontal to 1 metre vertical from the bottom of the corrugated plastic pipe to the top of each side slope and between both side slopes.

The top 300 mm in thickness of the backfill over the ends of the corrugated plastic pipe shall be quarried rock. The quarried rock shall be placed on a slope of 1½ metres horizontal to 1 metre vertical from the bottom of the corrugated plastic pipe to the top of each side slope of the drain and between both side slopes. The quarried rock shall have a minimum dimension of 100 mm and a maximum dimension of 225 mm. Prior to placing quarried rock end protection over the granular material, the Contractor shall lay a non woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated plastic pipe to the top of each side slope of the drain and between both side slopes of the drain. The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried rock on top of the filter fabric. The geotextile filter fabric and quarried rock shall be placed to the complete satisfaction of the Municipality's Drainage Superintendent.

8.0 BAGGED CONCRETE HEADWALLS – Not required.

Where specified and after the Contractor has set in place the new pipe, he shall completely backfill the same and install new concrete jute bag headwalls at the locations indicated on the drawing. When constructing the concrete jute bag headwalls, the Contractor shall place the bags so that the completed headwalls will have a slope inward from the bottom of the pipe to the top of the finished headwalls, the slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete jute bag headwalls with granular material, Granular 'A', and 'B' per OPSS 1010 and the granular material shall be compacted in place with a standard proctor density of 1--%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 300mm in thickness.

The concrete jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 20.7 MPA in 28 days and shall be provided and placed only as a wet mix, under no circumstance, shall the concrete to be used for filling the jute bags, be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm x 660mm. The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm thick, 300mm to 380mm wide and 460mm long. The concrete jute bag headwalls to be provided at the end of the pipe shall be of sing bag wall construction or as specified otherwise. The concrete filled bags shall be laid so that the 460mm dimension is parallel with the length of the new pipe. The

8.0 BAGGED CONCRETE HEADWALLS – Continued - Not Required

concrete filled bags shall be laid on a footing of plain concrete being 460mm wide, extending for the full length of the wall, and from 300mm below the bottom of the corrugated pipe to the bottom of the culvert pipe. All concrete used for the footing shall have a minimum compressive strength of 20.7 MPA in 28 days. The completed jute bag headwalls shall be securely embedded a minimum of 500mm into the side slopes of the drain.

Upon complete of the jute bag headwall, the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, 150mm thick, and hand trowelled to obtain a pleasing appearance. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

As an alternative to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken sections of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm square and 100mm thick and shall have two flat parallel sides. The rip rap shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part Portland Cement.

9.0 ALIGNMENT

The alignment of the enclosure throughout shall be to the full satisfaction of the Commissioner in charge. The whole of the work shall be done in a neat, thorough and workmanlike manner to the full satisfaction of the Commissioner in charge.

10.0 LOCATION OF STRUCTURES, ETC.

The Contractor shall satisfy himself as to the exact location, nature and extent of any existing structure, utility or other object which he may encounter during the course of the work. The Contractor shall indemnify and save harmless, the Municipality and the Engineer for any damages which he may cause or sustain during the progress of the work. He shall not hold the Municipality or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by him.

11.0 DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD

The Contractor will be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road is damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

12.0 CONSTRUCTION SAFETY

The Contractor shall comply with all the requirements of the Occupational Health and Safety Act, 1990 and the regulations passed in connection therewith, as administered by the Ontario Ministry of Labour and all subsequent amendments of the said Act.

The Contractor shall exercise all possible precaution against injury to persons or property resulting from his work. The Contractor shall leave no trenches, pits, holes or excavations uncovered, without providing sufficient protection at all times. The Contractor shall install, erect and provide barricades, signs, traffic cones, flashers, lights, plates, warning and other devices, materials and personnel as may be required and at his own expense in order to provide for the safe passage and control of traffic and to ensure public safety. All traffic control shall be in accordance with the latest standards of the Ministry of Transportation.

13.0 CERTIFICATE OF CLEARANCE

The Contractor will be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Municipality, a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

14.0 PROGRESS ORDERS

Monthly progress orders for payment shall be furnished to the Contractor by the Commissioner in charge; said orders shall not be for more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work.

15.0 CLEANING UP

The Contractor shall leave the whole of the site of the work in a neat, thorough and workmanlike appearance to the full satisfaction of the Commissioner. He shall haul away any excess earth from the site. He shall haul to the site, sufficient earth to fill any depressions caused by his work at his own expense. The site shall be left as close as possible in the same condition as it was prior to the commencement of the work.

16.0 MEASUREMENT AND PAYMENT

Payment for the work shall be on a unit price basis unless otherwise indicated and shall include all the work shown on the accompanying drawings and specifications.

17.0 MAINTAINING FLOW

The Contractor shall maintain the flow of any drainage works encountered in the progress of the work and at no expense to the Owner. The Contractor shall obtain written approval from the Commissioner in charge to stop up any drain and if necessary provide pumping equipment, build necessary by-passes, etc. at no expense to the Owner.

18.0 COMMISSIONER

Where the work "Commissioner" 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.

The Commissioner will be permitted to make minor variations in the work so long as these variations will result in a more satisfactory project or a more economical one. These variations, however, must not be such as to change the intent of the work performed nor are they to reduce the standard of quality.

19.0 NOTIFICATION OF WORK

Prior to commencing any work of installing the extension of the culvert or removing any existing structures, the Contractor shall inform the Municipality's Drainage Superintendent of his intent to commence work at least 48 hours prior to commencing any work. The Owner or Contractor shall endeavour to install and complete the new structure without delay once he has commenced the work. If for any reason the work does not proceed continuously then the Owner or Contractor shall notify the Drainage Superintendent in advance of any backfilling operation or headwall construction so that he may schedule inspection of same. The completed work must be done to the satisfaction of the Municipality's Drainage Superintendent and be approved by him.

20.0 MAINTENANCE

The Contractor shall repair and make good at his expense any damages or faults in the work that may appear within one year after its completion (as evidenced by the final inspection report), as the result of imperfect or defective work done or materials furnished. Nothing herein contained shall be construed as any way restricting or limiting the liability of the Contractor under the appropriate laws under which the work is being done.

SPECIFICATIONS
ENVIRONMENTAL PROTECTION SPECIAL PROVISIONS
FOR THE
EAST MCPHERSON DRAIN
TOWN OF TECUMSEH
PROJECT NO. 13-093

1.0 GENERAL

These Environmental Protection Special Provisions shall apply and form part of this Contract. All costs associated to conforming with these Special Provisions shall be included in the Tender prices bid.

2.0 FIRES

Fires and burning of rubbish on site will be permitted only with special approval from the Municipality.

3.0 DISPOSAL OF WASTES

The Contractor shall not bury rubbish and waste materials on site unless approved by the Engineer and all applicable approving authorities. The site shall be maintained free of accumulated waste and rubbish. All waste materials should be disposed of in a legal manner at a site approved by all local approving authorities and the Engineer.

The Contractor shall not allow deleterious substances, waste or volatile materials such as mineral spirits, or paint thinner, to enter into waterways, storm or sanitary sewers.

The disposal of dredge material where applicable shall be in accordance with the above.

4.0 POLLUTION CONTROL

The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed.

The Contractor shall control emissions from equipment and plant to local authorities emission requirements.

The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.

The Contractor shall abide by local noise By-Laws for the duration of the Contract.

Spills of deleterious substances into waterways and on land shall be immediately contained by the Contractor and the Contractor shall cleanup in accordance with Provincial regulatory requirements. All spills shall be reported to the Ontario Spills Action Centre (1-800-268-6060), local authorities having jurisdiction and the Engineer. To reduce the risk of fuel entering the waterway, refuelling of machinery must take place a safe distance from the waterway. The Contractor shall note that the Engineer or the Owner takes no responsibility for spills, this shall be the sole responsibility of the Contractor.

5.0 WHMIS

The Contractor shall comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials and regarding labelling and the provision of material safety data sheets acceptable to Labour Canada.

6.0 DRAINAGE

The Contractor shall not pump water containing suspended materials into waterways, sewers or drainage systems. The Contractor shall be solely responsible for the control, disposal or runoff of water containing suspended materials or other harmful substances in accordance with these specifications, and local authority requirements. The Contractor shall provide temporary drainage and pumping as necessary to keep excavations and site free from water.

The Contractor shall install and maintain sediment control devices as indicated on the Contract Drawing and as directed by the Engineer.

7.0 PROTECTION OF VEGETATION

The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Engineer.

8.0 DUST CONTROL

The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both on the site and within adjacent right-of-ways.

Water and calcium chloride shall be applied to areas on or adjacent to the site as authorized by the Engineer as being necessary and unavoidable for the prevention of dust nuisance or hazard to the public. No payment will be made for dust control unless otherwise specified in the Special Provisions.

9.0 RESTRICTIONS FOR IN-WATER WORKS

The Contractor shall only perform in-water works during times when conditions permit reasonable production rates to be achieved. The Contractor shall be required to adopt good housekeeping practices that minimize disturbance to the site and the adjacent waterway.

The Contractor shall note that this Project is subject to approval from the Essex Region Conservation Authority and as such, any possible turbidity caused by the construction of the shore protection works is of key importance.

The Contractor shall minimize the turbidity (sedimentation) produced by any in-water works construction or operations. The Contractor will be ordered to cease operations if, in the opinion of the Engineer or authorities having jurisdiction, the in-water work is producing unacceptable amounts of turbidity in the waterway. Based on this, the Contractor shall either adjust his operation(s) to produce lower turbidity levels, wait for more favourable conditions before

9.0 RESTRICTIONS FOR IN-WATER WORKS - Continued

operations will be allowed to continue, or undertake approved mitigating measures (e.g. sediment control, etc.). All costs associated with the above will be the sole responsibility of the Contractor, and no claims for extras or delays will be considered.

10.0 FISH HABITAT

No work shall be undertaken when there is likelihood of adverse effects on fish spawning or fish habitat in downstream waters.

GENERAL SPECIFICATIONS
FOR CONSTRUCTION OF OPEN DRAINS
FOR THE
EAST MCPHERSON DRAIN
TOWN OF TECUMSEH
PROJECT NO. 13-093

1.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as 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 quantities for accuracy prior to submitting his tender.

2.0 SUPPLY OF MATERIALS

The Contractor shall supply all labour, equipment and materials necessary for the proper completion of the project.

3.0 PROFILE

The excavation of the drain must be at least to the depth intended by the grade line as shown on the profile, which grade line is governed by the bench marks. The profile shows, for the convenience of the Contractors and others, the approximate depth of cut from the surface of the ground at the points where the numbered stakes are set to the final invert of the channel and also the approximate depth of cut from the bottom of the existing channel to the final invert of the channel. Bench marks which have been established along the course of the drain, shall govern the final elevation of the drain. The location and elevation of the bench marks are shown on the profile.

4.0 ALIGNMENT

The alignment of the drain throughout shall be to the full satisfaction of the Commissioner in charge. The whole of the work shall be done in a neat, thorough and workmanlike manner to the full satisfaction of the Commissioner in charge. The bottom widths and side slopes of the various sections of the finished drain are to be true to line and grade as shown on the profile. When completed the drain shall have a uniform and even bottom and in no case shall such bottom project above the grade line as shown on the accompanying drawing, and as determined from the bench mark.

5.0 BRUSHING AND GRUBBING

Where there is any brush or rubbish in the course of the drain, including both side slopes of the drain, or where the earth is to be spread or on that strip of land between where the earth is to be spread and the edge of the drain, all such brush or rubbish shall be grubbed out and close cut and the whole to be burned (with Municipal approval) or removed from the drain, hauled away and disposed of by the Contractor.

5.0 BRUSHING AND GRUBBING - Continued

Existing select hardwood trees greater than 200 mm (8") in diameter situated in the drain bank within 1.0 metre from the top of the bank may be selectively left standing if the Drainage Superintendent considers the trees will not adversely affect the flow of water within the drain. Prior to removing any trees the Contractor shall meet at the site with the drainage superintendent to review if any vegetation or select trees are environmentally significant for preservation.

6.0 SPREADING EXCAVATED EARTH

The excavated material where specified to be cast onto the adjoining land shall be well and evenly spread over a sufficient area so that no portion of the excavated earth is more than 100 mm in depth or as otherwise specified and kept at least 1.2 metres clear from the finished edge of the drain, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material. The excavated material to be spread upon the lands shall be free from rocks, boulders, stumps, rubble, rubbish or other similar material and other materials if encountered, shall be hauled away by the Contractor and disposed of at a site to be obtained by him at his expense.

Where the drain crosses any lawn, garden, orchard or driveway, etc. the excavated material for the full width of the above mentioned areas, shall be hauled away by the Contractor and disposed of upon the adjacent agricultural lands and spread as previously specified.

7.0 FENCING

Where it is necessary to take down any fence in order to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is. The Contractor will be required to exercise extreme care in the removal of any fence so as to cause a minimum of damage to the same. The Contractor will be required to replace any fence that is taken down in order to proceed with the work and the fence shall be replaced in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided he has used reasonable care in the removing and replacing of the same. Where any fence is removed by the Contractor and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner. The Contractor is not to leave any fences open when he is not at work in the immediate vicinity.

8.0 LOCATION OF STRUCTURES AND UTILITIES

The Contractor shall satisfy himself as to the exact location, nature and extent of any existing structure, utility or other object which he may encounter during the course of the work. The Contractor shall indemnify and save harmless, the Municipality and the Engineer for any damages which he may cause or sustain during the progress of the work. He shall not hold the Municipality or the Engineer liable for any legal action arising out of any claims brought about by such damage caused by him.

9.0 ACCESS BRIDGES

The Contractor shall satisfactorily clean through all specified access bridges to the grade line as shown on the accompanying drawing.

10.0 BACKFILL FOR CULVERTS

Where specified and after the corrugated plastic pipe has been set, the Contractor shall backfill the culvert with granular "B" material, O.P.S.S. Spec. 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. The equipment and method of compacting the backfill material shall be to the full satisfaction of the Drainage Superintendent or Engineer.

11.0 ROCK PROTECTION FOR CULVERTS

The backfill over the ends of the corrugated plastic pipe shall be set on a slope of 1½ metres horizontal to 1 metre vertical from the bottom of the corrugated plastic pipe to the top of each side slope and between both side slopes. The top 30 cm in thickness of the backfill over the ends of the corrugated plastic pipe shall be quarried rock. The quarried rock shall be placed on a slope of 1½ metres horizontal to 1 metre vertical from the bottom of the corrugated plastic pipe to the top of each side slope of the drain and between both side slopes. The quarried rock shall have a minimum dimension of 100 mm and a maximum dimension of 225 mm. Prior to placing quarried rock end protection over the granular material, the Contractor shall lay a non woven geotextile filter fabric equal to a "Terrafix 270R" or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated plastic pipe to the top of each side slope of the drain and between both side slopes of the drain. The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried rock on top of the filter fabric.

12.0 BAGGED CONCRETE HEADWALLS – Not Required

Where specified and after the Contractor has set in place the new pipe, he shall completely backfill the same and install new concrete jute bag headwalls at the locations indicated on the drawing. When constructing the concrete jute bag headwalls, the Contractor shall place the bags so that the completed headwalls will have a slope inward from the bottom of the pipe to the top of the finished headwalls, the slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete jute bag headwalls with granular material, Granular 'A', and 'B' per OPSS 1010 and the granular material shall be compacted in place with a standard proctor density of 1--%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 300mm in thickness.

The concrete jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 20.7 MPA in 28 days and shall be provided and placed only as a wet mix, under no circumstance, shall the concrete to be used for filling the jute bags, be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm x 660mm. The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm thick, 300mm to 380mm wide and 460mm long. The concrete jute bag headwalls to be provided at the end of the pipe shall be of sing bag wall construction or as specified otherwise. The concrete filled bags shall be laid so that the 460mm dimension is parallel with the length of the new pipe. The concrete filled bags shall be laid on a footing of plain concrete being 460mm wide, extending for the full length of the wall, and from 300mm below the bottom of the corrugated pipe to the bottom of the culvert pipe. All concrete used for the footing shall have a minimum compressive strength of 20.7 MPA in 28 days. The completed jute bag headwalls shall be securely embedded a minimum of 500mm into the side slopes of the drain.

12.0 BAGGED CONCRETE HEADWALLS – Not Required - Continued

Upon complete of the jute bag headwall, the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, 150mm thick, and hand trowelled to obtain a pleasing appearance. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

As an alternative to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken sections of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm square and 100mm thick and shall have two flat parallel sides. The rip rap shall be fully mortared in place using a mixture composed of three parts of clean, sharp sand to one part Portland Cement.

13.0 PLACING OF CULVERT PIPE

When specified the Contractor shall install all culvert bridges in the location directed by the Commissioner. The excavation for placing the culvert, the type and class of bedding and backfill and culvert end treatment shall be carried out to the width, depth and alignment as specified herein. The surface on which the culvert is to be laid shall be true to grade and alignment and shaped to accept the materials to be placed. The pipe shall be laid to the alignment and grade shown in the report but may not be placed on a bed containing frozen materials. The Contractor shall carefully place the bedding and backfill material so damage to or movement of the pipe is avoided. Backfill and cover materials shall be placed in layers not exceeding 250 mm in thickness, loose measurement. Each layer shall be thoroughly compacted before the next layer is placed. Backfill on each side of the pipe shall be placed simultaneously and at no time shall the levels on each side of the pipe differ by more than 250 mm. Where native backfill is approved to be used the material shall not contain boulders larger than 150 mm or other deleterious material. The Contractor will be required to fully restore all paved driveways with materials of similar type and depths. The Contractor shall neatly saw cut all paved driveways at a distance of 300 mm beyond the edge of the excavated trench and this shall be done immediately prior to final restoration of the paved driveway.

When an access culvert or bridge does not have to be lowered or replaced, the Contractor shall clean it to its full cross sectional area using care to avoid causing damage to it in the process. Where a pipe culvert is to be reset to a new grade, the Contractor shall carefully remove it, clean it to its full cross sectional area and replace it in the drain as specified herein. Where a culvert is to be replaced, the Contractor shall carefully remove the existing pipe from the drain, clean it to its full cross sectional area and leave it on the drain bank unless otherwise specified. Should either the property owner or the Commissioner in charge not require the salvaged pipe then the Contractor shall dispose of the pipe at the Contractors expense.

The Contractor if using a batter board system for establishing the grade of the culvert pipe, shall utilize a minimum of three batter board stakes for each culvert. The Contractor shall ensure that the batter board stakes placed on the grade stakes shall line up, this being done prior to any excavation taking place for the proposed culvert.

Where pipes are scheduled to be moved or replaced the Contractor shall confirm the new location of the culvert pipe with the owner prior to installation. Where the Contractor has excavated a culvert pipe which has been scheduled to be cleaned and reinstalled and it is found that the condition of the existing culvert pipe is not satisfactory to be reused, the Contractor shall

13.0 PLACING OF CULVERT PIPE – Continued

immediately notify the Commissioner in charge who will verify the condition of the existing pipe and may instruct the Contractor to supply a new length of corrugated plastic pipe.

Where pipes are scheduled to be cleaned and flushed only, the material which is removed from the culvert pipe is to be loaded and hauled away. Over digging of the drain at the downstream end of the culvert to accommodate material flushed from a culvert pipe will not be allowed.

14.0 CUTS

The cuts as shown on the accompanying drawing are to be taken from the ground beside the stakes to the bottom of the finished drain, unless otherwise noted on the drawing.

15.0 DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD

The Contractor will be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road is damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

16.0 SEEDING AND MULCHING

The Contractor shall fine grade the finished surfaces and shall apply hydroseeding and mulch. The seeding and mulching operation shall be carried out according to O.P.S.S. Spec. 572 or as amended herein and the operation shall include the supplying and placing of the following:

- A) Seed Mixture - Creeping Red Fescue - 50%
 - Red Top - 20%
 - Canada Blue Grass - 15%
 - Kentucky Blue Grass - 15%
- B) Nurse Crop - Oats if seeding and mulching is performed during May or June.
 - Annual Rye Grass if seeding and mulching is performed during Sept. or Oct.
- C) Fertilizer - 5-20-10 mixture
- D) Mulch - Wood Cellulose Fibre or Straw
- E) Adhesive - Asphalt Emulsion if straw mulch used
 - Liquid Polyvinyl Acetate if wood fibre mulch used

The application rates shall be as follows:

- A) Grass Seed Mixture - 90 lbs./acre
- B) Fertilizer - 350 lbs./acre
- C) Nurse Crop Seed - 55 lbs./acre
- D) Mulch - 1300 lbs./acre if wood fibre used
 - 1" to 2" depth if straw used
- E) Adhesive - 200 imp.gal/acre for Asphalt Emulsion
 - 205 lbs./acre for Liquid Polyvinyl Acetate

16.0 SEEDING AND MULCHING – Continued

The seeding and mulching operation shall be only carried out as weather conditions permit during the months of May and June in the Spring, and September and October in the Fall. If the excavation work is carried out during the months of May and June, or September or October, the Contractor has the option of contacting the Drainage Superintendent and if the Contractor receives his written permission, the seed mixture as above specified, may be placed on the excavated side slopes by the Contractor by hand, daily, at the completion of his daily excavation operation. If the Contractor has been given written permission by the Drainage Superintendent to place the seeding mixture by hand daily, at the completion of his daily excavation operation, the Contractor shall be responsible to give the side slopes a rough, harrowed texture prior to placing the seed mixture.

17.0 QUARRIED ROCK

The Contractor shall place quarried rock protection at the areas indicated on the accompanying plans. The quarried rock shall be graded in size from a minimum size of 100 mm to a maximum size of 230 mm. The quarried rock shall be placed 300 mm in thickness on a layer of geotextile filter fabric placed on the bottom of the excavation. The filter fabric shall be "Terrafix 270-R" or equal. The Contractor shall excavate for the quarried rock so that the top of the completed quarried rock protection is level with the adjacent ground.

The Contractor shall remove all trees, brush and debris from the area on which the quarried rock is to be placed. The quarried rock shall be carefully placed by the Contractor at the locations and to the dimensions as shown on the accompanying specifications. The specified filter cloth shall be hand laid and have an overlap of 600 mm and all quarried rock that is to be placed over the filter cloth shall be carefully hand or machine placed so that it does not damage the filter cloth. The filter cloth shall extend up the sides of the trench excavated to accept the quarried rock and the quarried rock shall extend 300 mm above the top of the surface inlet pipe where applicable.

18.0 MAINTAINING FLOW AND EXISTING SEWERS

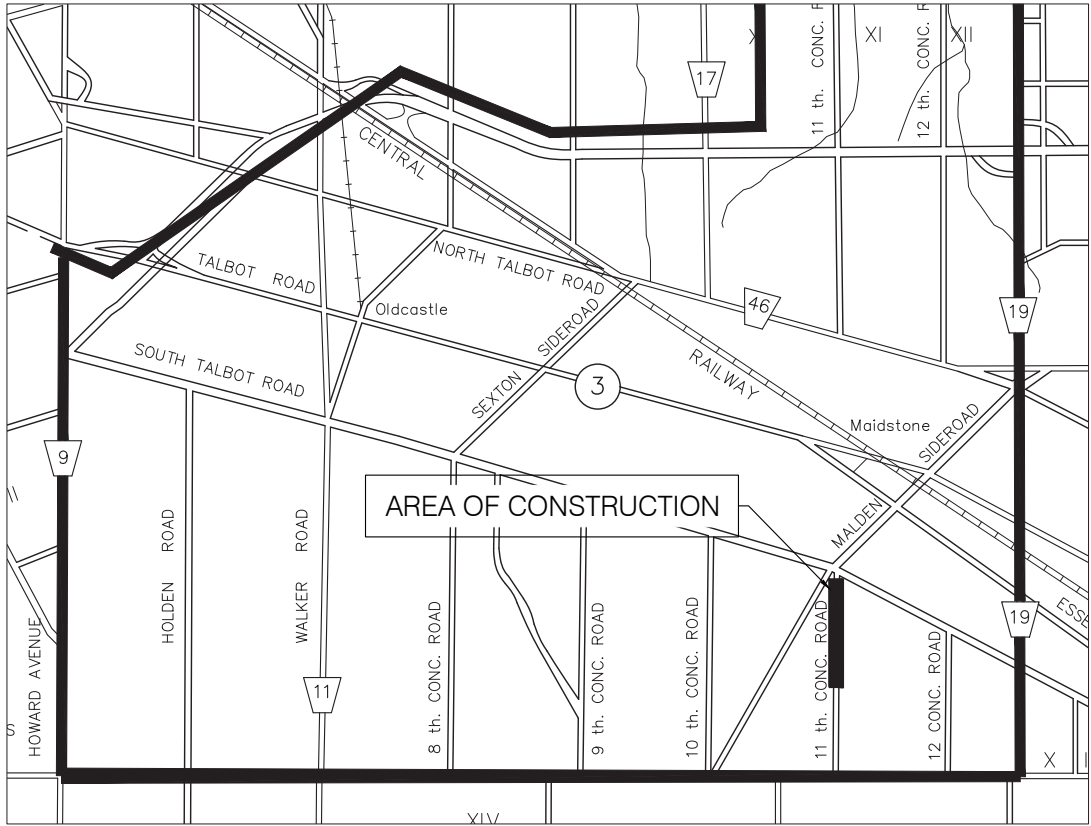
The Contractor shall support and maintain the flow and existing sewers and house connections and any other drainage works encountered in the progress of the work and at no expense to the owner. The Contractor shall obtain written approval from the engineer to stop up any drain, and if necessary, provide pumping equipment, build necessary by-passes, etc. at no expense to the owner.

19.0 SPECIAL PROVISIONS

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.

20.0 REMOVAL OF TREES

Whenever practical, existing trees not scheduled for removal will be preserved. The Contractor shall exercise the utmost caution to ensure that the trees are not damaged or disturbed in accordance with item 5.0 Brushing and Grubbing.



KEY PLAN PLAN
SCALE: NTS

ATTENTION:

ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS, REVISED STATUTES OF ONTARIO, 1990 CHAPTER 0.1 AS AMENDED, ONTARIO REGULATION 213/91, R.R.O. 1990 REG. 834 AS ADMINISTERED BY THE ONTARIO MINISTRY OF LABOUR AND ALL SUBSEQUENT AMENDMENTS OF SAID ACT.

NOTE:

THE PROPERTY LINES AND DIMENSIONS SHOWN ARE BASED ON SURVEY BARS FOUND ON THE SITE AND ARE NOT BASED ON A SURVEY DRAWING PRODUCED BY AN ONTARIO LAND SURVEYOR. THE PROPERTY LINES SHOULD BE CONSIDERED AS APPROXIMATELY ONLY AND NOT A LEGAL PLAN OF SURVEY

SHEET SET TABLE:

SHEET NUMBER	SHEET TITLE
1	TITLE PAGE
2	PLAN AND PROFILE STATION 0+000 TO 0+600
3	PLAN AND PROFILE STATION 0+600 TO 1+200
4	PLAN AND PROFILE STATION 1+200 TO 1+340
5	CROSS-SECTIONS AND DETAILS
6	FUTURE CULVERT REPLACEMENTS

BENCH MARKS:

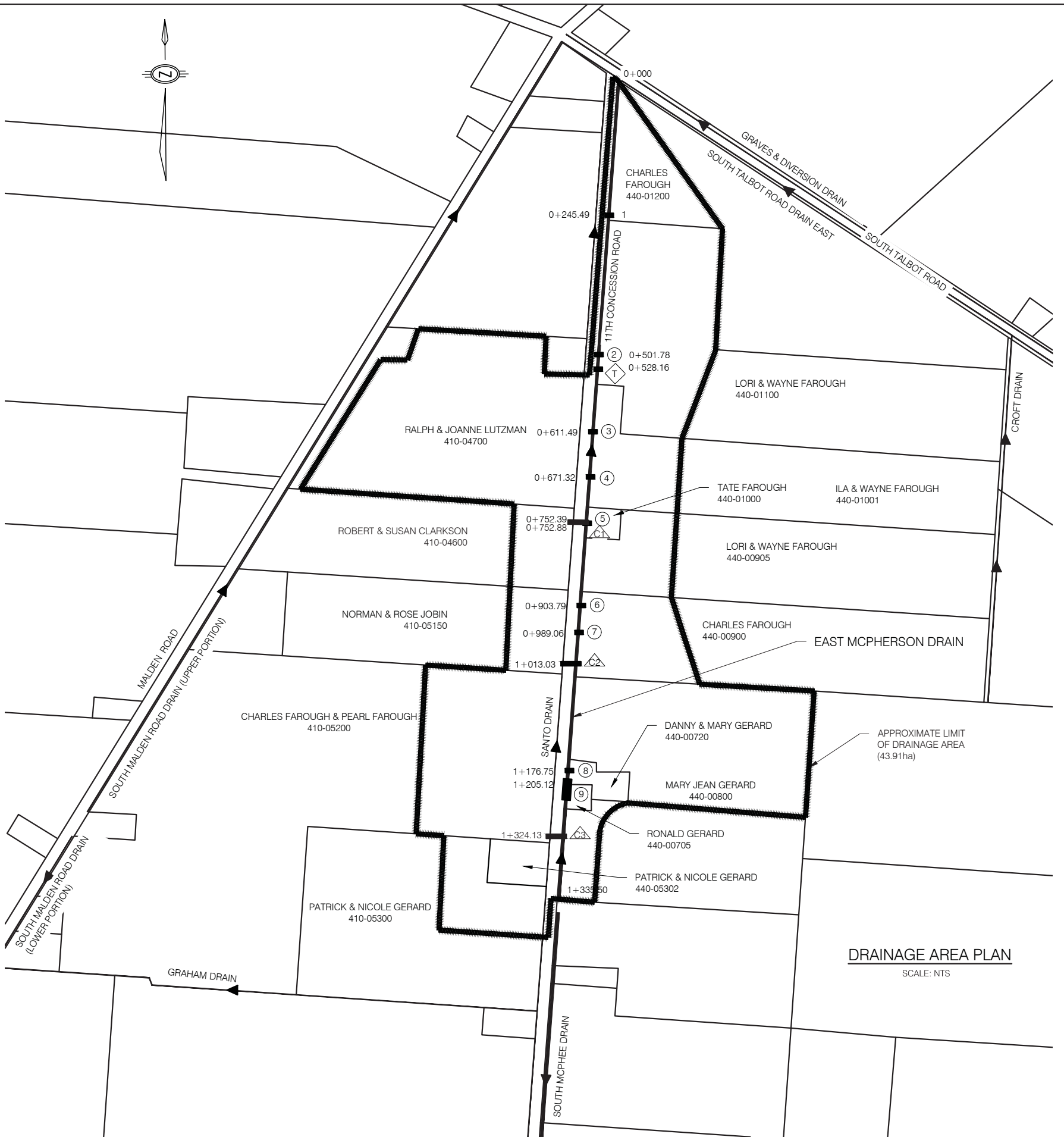
No. 1	STATION 0+152.4, NAIL IN HYDRO POLE ON WEST SIDE OF 11TH CONCESSION ROAD GPS ELEVATION 191.927 METRES.
No. 2	STATION 0+747.09, NAIL IN HYDRO POLE ON WEST SIDE OF 11TH CONCESSION ROAD GPS ELEVATION 192.826 METRES.
No. 3	STATION 1+397.05, NAIL IN HYDRO POLE ON WEST SIDE OF 11TH CONCESSION ROAD GPS ELEVATION 193.467 METRES.

LEGEND

◇	PRIVATE TILE
○	TO BE REPLACED OR CLEANED
△	ROAD CROSSING
1 AND 6	REMOVED AT LANDOWNER'S REQUEST

NOTE:

CULVERT NO. 1 AND CULVERT NO. 6 HAVE BEEN REMOVED FROM THE DRAIN AT THE LANDOWNER'S COST AND REQUEST.



DRAINAGE AREA PLAN
SCALE: NTS



DATE: 27/04/15

Halliday Pearson
HALLIDAY P. PEARSON, P.ENG



Don Joudrey
DON J. JOUDREY, P.ENG

DATE	REVISIONS
05/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
10/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
17/03/14	DRAFT - PUBLIC INFORMATION CENTRE
17/06/14	FINAL - COUNCIL CONSIDERATION
02/03/15	RECONSIDERED REPORT
27/04/15	RECONSIDERED REPORT
07/06/16	RECONSIDERED REPORT
07/06/16	RECONSIDERED REPORT
04/11/17	RECONSIDERED REPORT



REPAIR AND IMPROVEMENT TO THE
EAST MCPHERSON DRAIN
TOWN OF TECUMSEH

SHEET TITLE:

TITLE PAGE

JUNE 17, 2014

SCALE:
AS NOTED

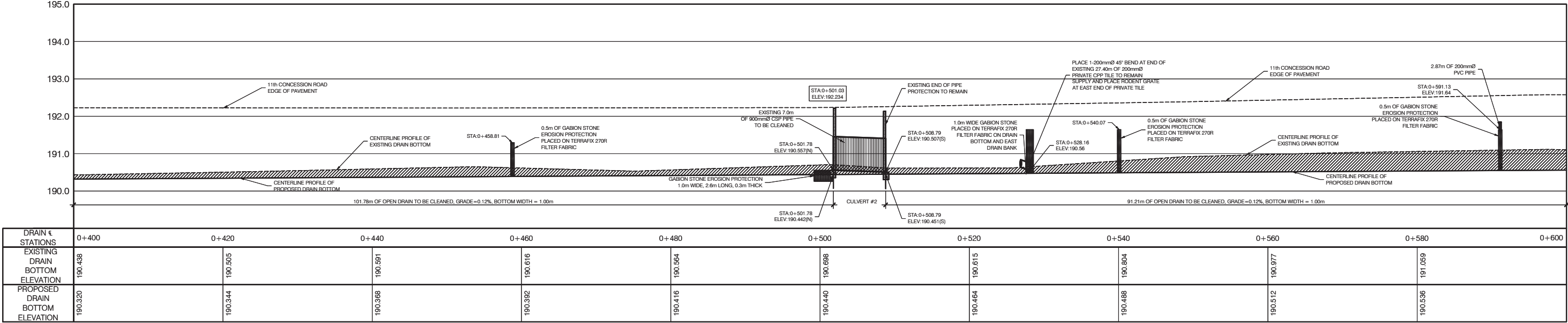
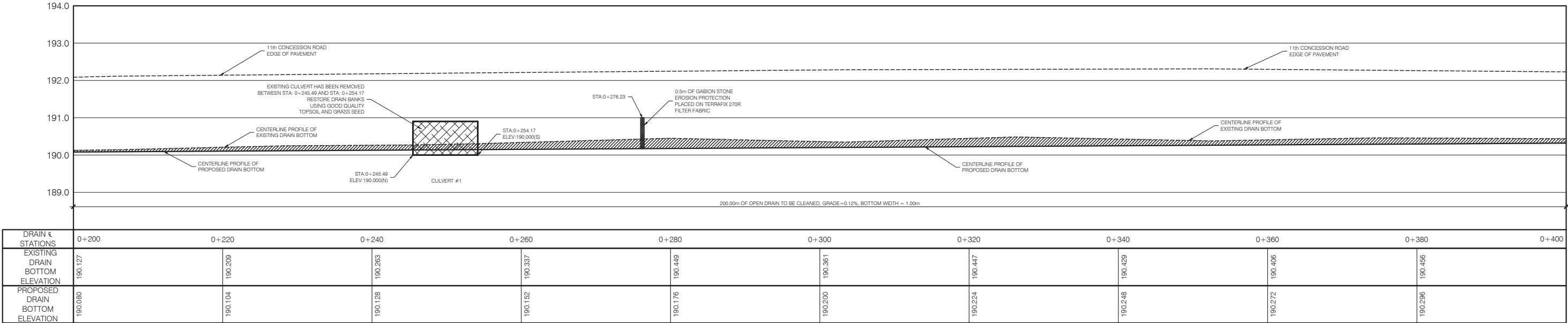
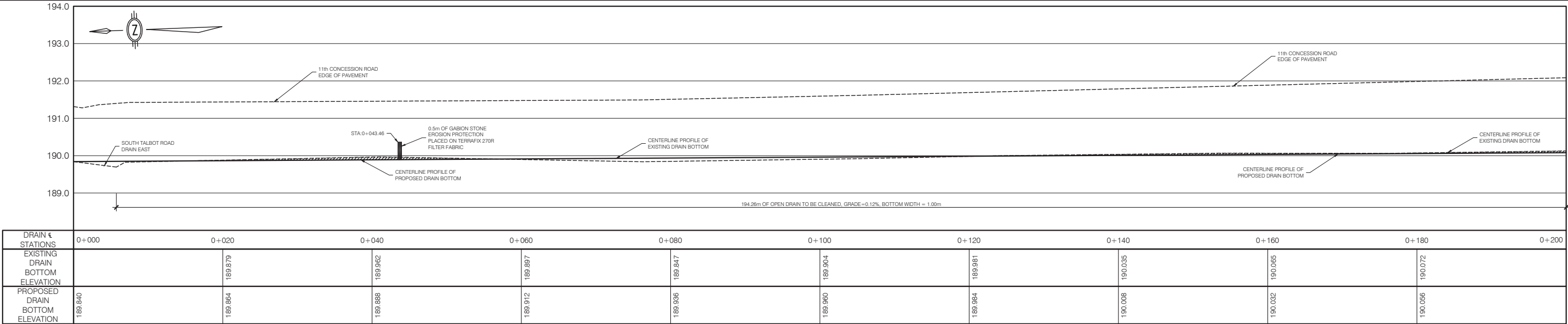
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T.Y.

CHECKED BY:
H.P.P.

13-093

SHEET NO:

1



DATE: 27/04/15

DATE

REVISIONS

05/03/14

DRAFT - SUBMITTED FOR TOWN REVIEW

10/03/14

DRAFT - SUBMITTED FOR TOWN REVIEW

17/03/14

DRAFT - PUBLIC INFORMATION CENTRE

17/06/14

FINAL - COUNCIL CONSIDERATION

02/03/15

RECONSIDERED REPORT

27/04/15

RECONSIDERED REPORT

07/06/16

RECONSIDERED REPORT

07/28/16

RECONSIDERED REPORT

04/11/17

RECONSIDERED REPORT

27 PRINCESS STREET, SUITE #102
LEAMINGTON, ONTARIO
N8H 2X8

EAST MCPHERSON DRAIN

TOWN OF TECUMSEH

SHEET TITLE:

PROFILE STATION 0+000 TO 0+600

JUNE 17, 2014

SCALE: HOR. = 1:250
VER = 1:50

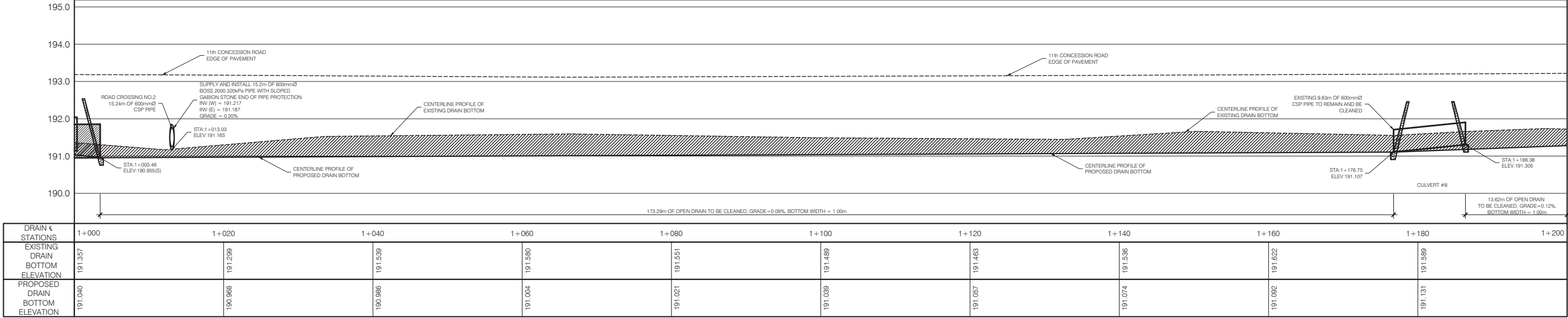
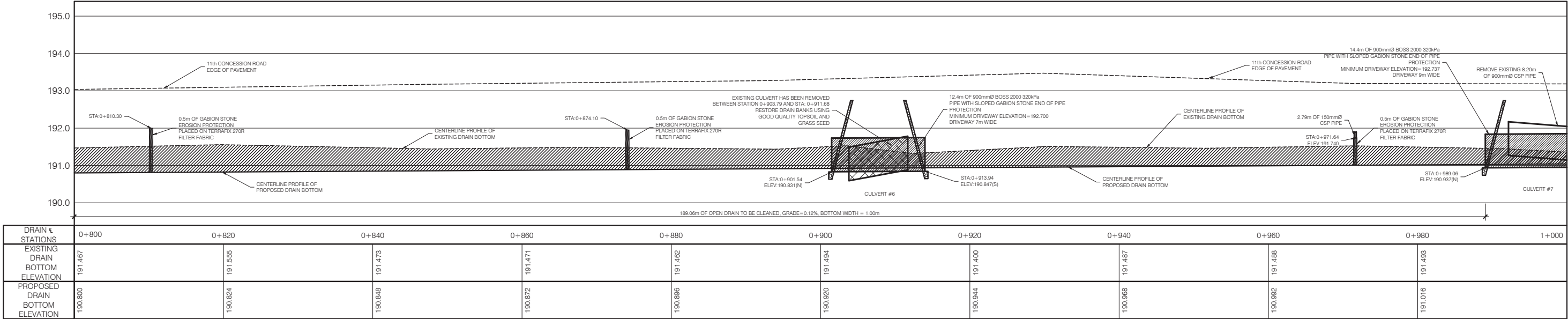
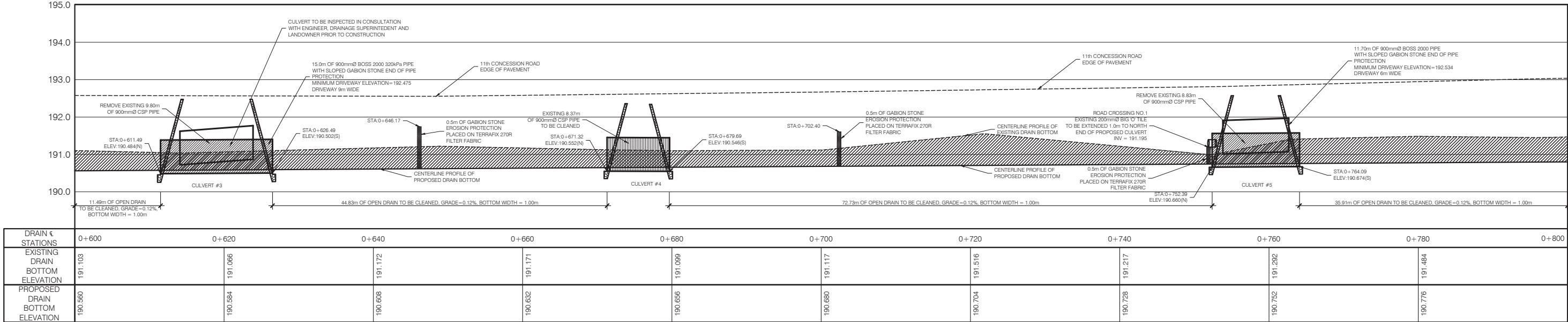
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CHECKED BY: H.P.P.

13-093

SHEET NO:

2



DATE: 27/04/15

HALLIDAY P. PEARSON, P.ENG

DON J. JOUDREY, P.ENG

DATE	REVISIONS
05/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
10/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
17/03/14	DRAFT - PUBLIC INFORMATION CENTRE
17/06/14	FINAL - COUNCIL CONSIDERATION
02/03/15	RECONSIDERED REPORT
27/04/15	RECONSIDERED REPORT
07/06/16	RECONSIDERED REPORT
07/26/16	RECONSIDERED REPORT
04/11/17	RECONSIDERED REPORT

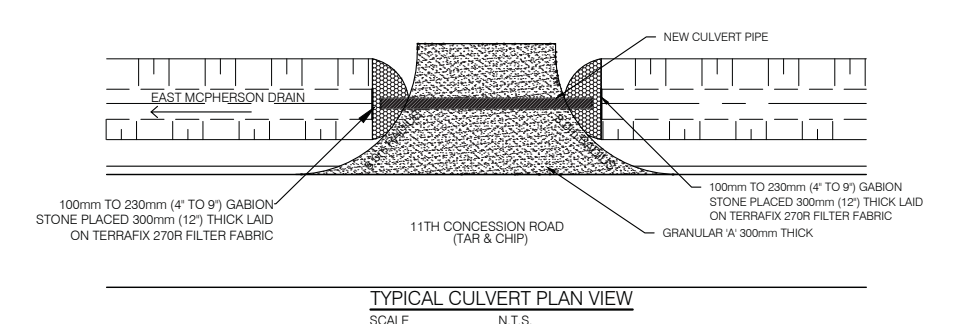
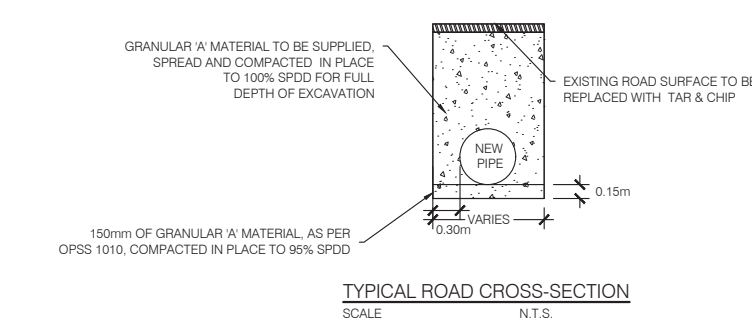
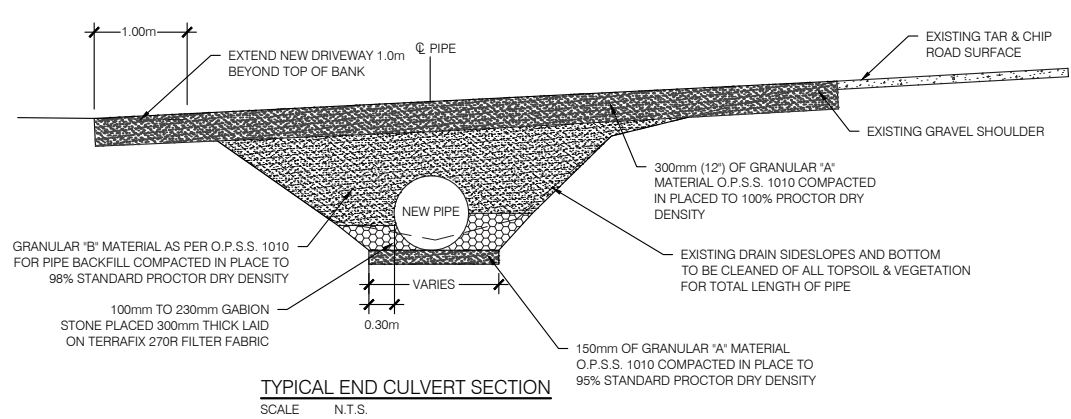
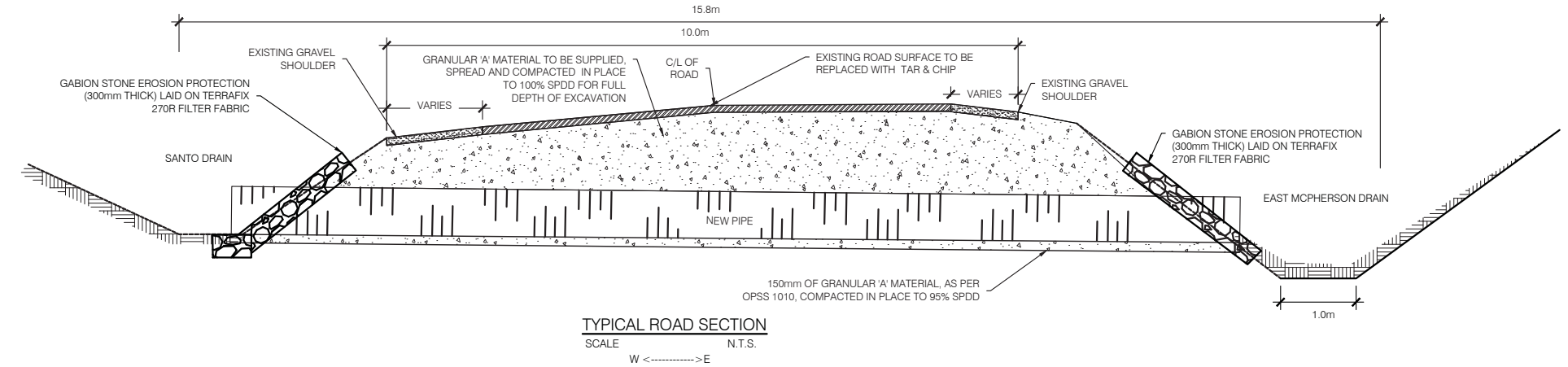
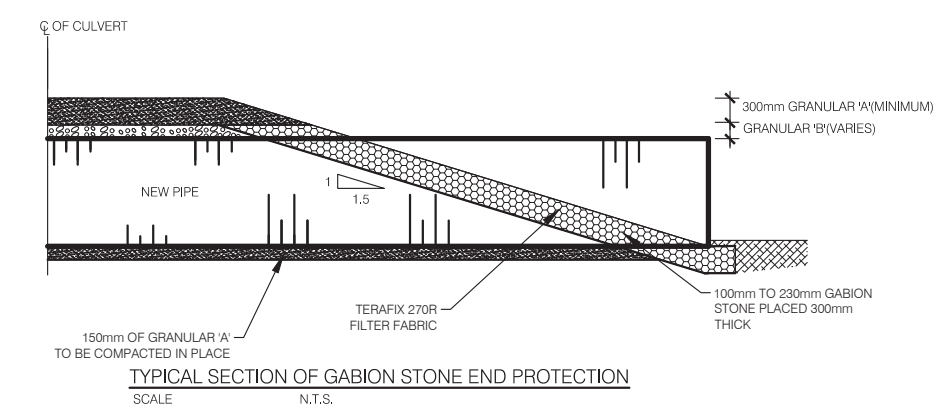
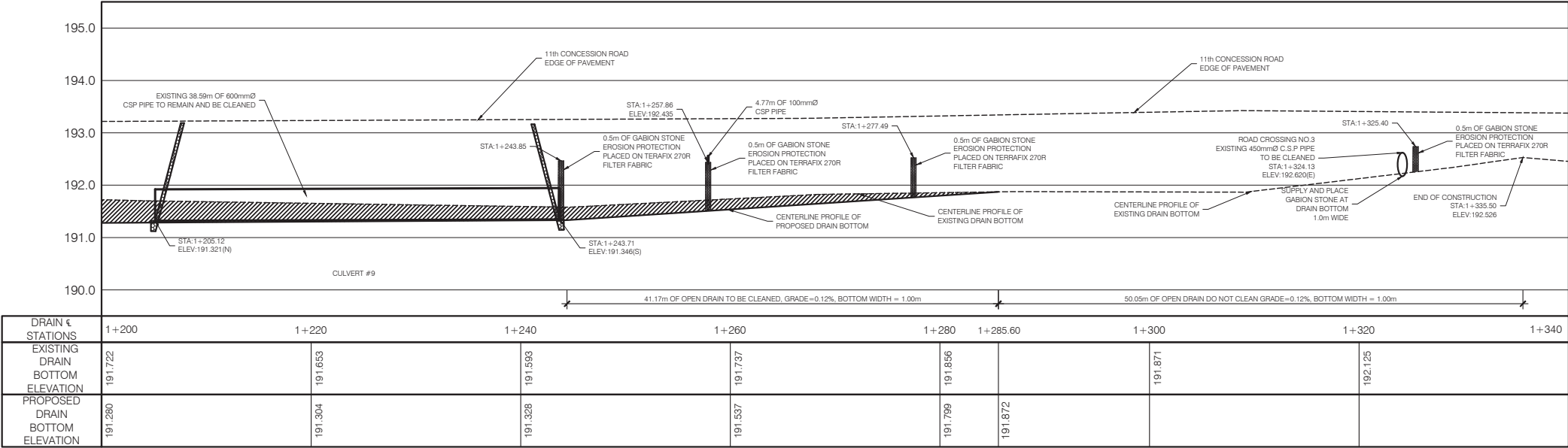
27 PRINCESS STREET, SUITE #102
LEAMINGTON, ONTARIO
N8H 2X8

PROJECT TITLE:
EAST MCPHERSON DRAIN
TOWN OF TECUMSEH

SHEET TITLE:
PROFILE STATION 0+600 TO 1+200

DATE: JUNE 17, 2014
SCALE: HOR. = 1:250
VER = 1:50
DRAWN BY: T.Y
CHECKED BY: H.P.P

PROJECT NO:
13-093
SHEET NO:
3



DATE: 27/04/15

DATE

REVISIONS

05/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
10/03/14	DRAFT - SUBMITTED FOR TOWN REVIEW
17/03/14	DRAFT - PUBLIC INFORMATION CENTRE
17/06/14	FINAL - COUNCIL CONSIDERATION
02/03/15	RECONSIDERED REPORT
27/04/15	RECONSIDERED REPORT
07/06/16	RECONSIDERED REPORT
07/26/16	RECONSIDERED REPORT
04/11/17	RECONSIDERED REPORT

27 PRINCESS STREET, SUITE #102
LEAMINGTON, ONTARIO
N8H 2X8

EAST MCPHERSON DRAIN
TOWN OF TECUMSEH

SHEET TITLE:
PROFILE STATION 1+200 TO 1+335.50

JUNE 17, 2014

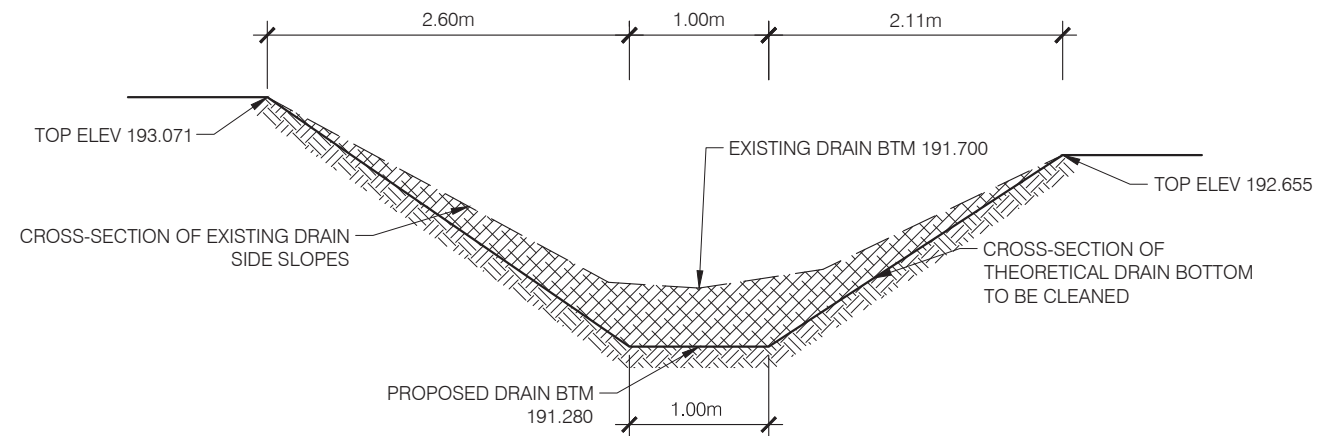
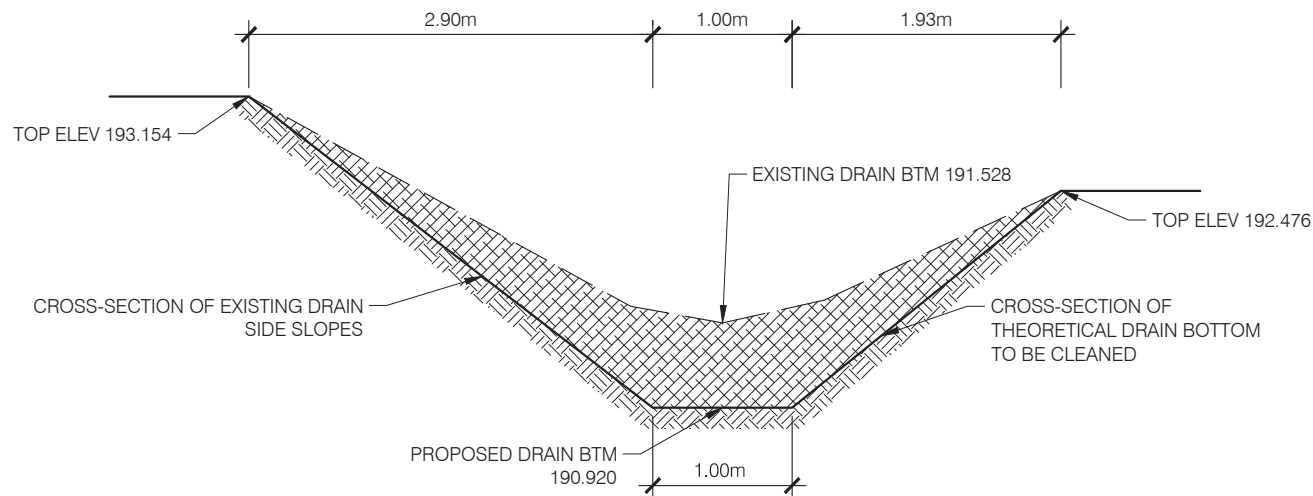
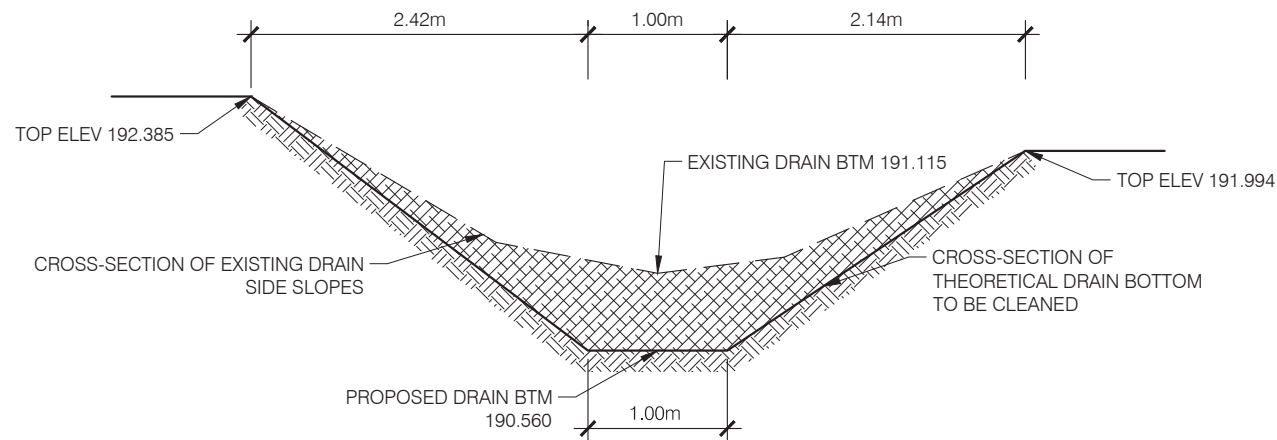
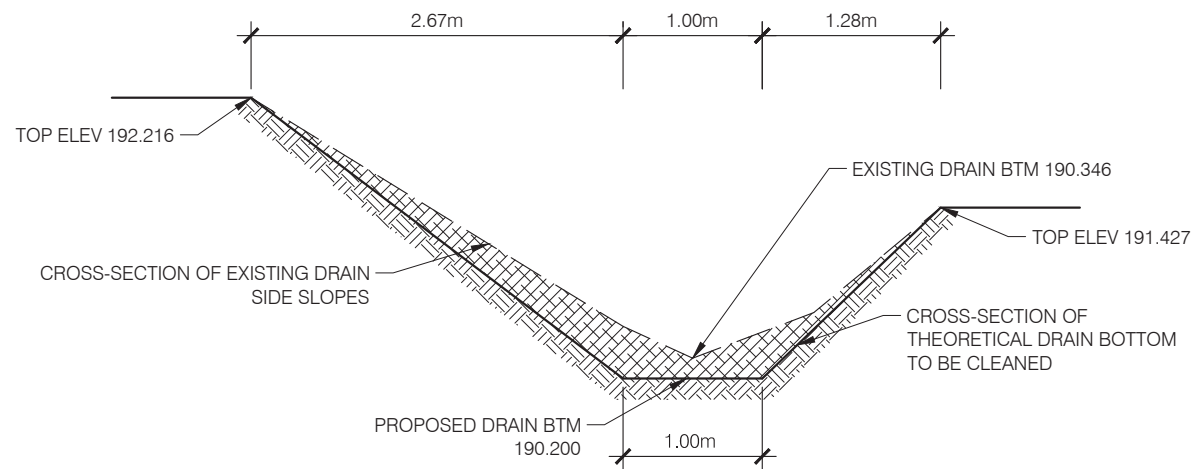
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DRAWN BY: T.Y

CHECKED BY: H.P.P

13-093

SHEET NO: **4**



Future Culvert Replacements							
Culvert No.	Station	Length (m)	Diameter (mm)	Material	End of Pipe Protection	Invert	Slope
1	0+245.49 0+254.17	8.68	REMOVED FROM DRAIN AT OWNER'S REQUEST				
2	0+501.79 0+508.79	11.70	900	Boss 2000 320 kPa	Sloped gabion stone	190.352 (N) 190.366 (S)	0.12%
3	0+611.49 0+626.49	15.00	900	Boss 2000 320 kPa	Sloped gabion stone	190.484 (N) 190.502 (S)	0.12%
4	0+668.41 0+682.61	14.20	900	Boss 2000 320 kPa	Sloped gabion stone	190.552 (N) 190.569 (S)	0.12%
5	0+752.39 0+764.09	11.70	900	Boss 2000 320 kPa	Sloped gabion stone	190.660 (N) 190.674 (S)	0.12%
6	0+901.54 0+913.94	12.40	900	Boss 2000 320 kPa	Sloped gabion stone	190.832 (N) 190.847 (S)	0.12%
7	0+989.06 1+003.46	14.40	900	Boss 2000 320 kPa	Sloped gabion stone	190.937 (N) 190.955 (S)	0.12%
8	1+176.75 1+186.38		TO BE REMOVED FROM DRAIN UPON FAILURE				
9	1+210.72 1+228.12	18.00	600	Boss 2000 320 kPa	Sloped gabion stone	191.233 (N) 191.254 (S)	0.12%

NOTE: AT SUCH TIME THAT THE CULVERTS REQUIRE REPLACEMENT, WE WOULD RECOMMEND THAT THEY BE REPLACED IN ACCORDANCE WITH THE PROVISIONS LISTED IN SECTION 12.0 RECOMMENDATIONS OF THE ACCOMPANYING REPORT; IN CONSULTATION WITH AFFECTED LANDOWNERS; AND IN ACCORDANCE WITH THIS CHART, FUTURE CULVERT REPLACEMENTS.

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 12th 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 7th day of March 2016. Council accepted the request under Section 78 of the Drainage Act and on the 16th 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 5th 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 ³). 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.	\$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 ²). 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
	SUB-TOTAL	\$23,200.00

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
	TOTAL ESTIMATE	\$29,000.00

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
TOTAL ASSESSMENT						\$29,000.00	\$0.00	\$0.00	\$29,000.00
			(Acres)	(Ha.)					
Total Area:			0.16	0.06					

"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 m³). **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 m²). **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

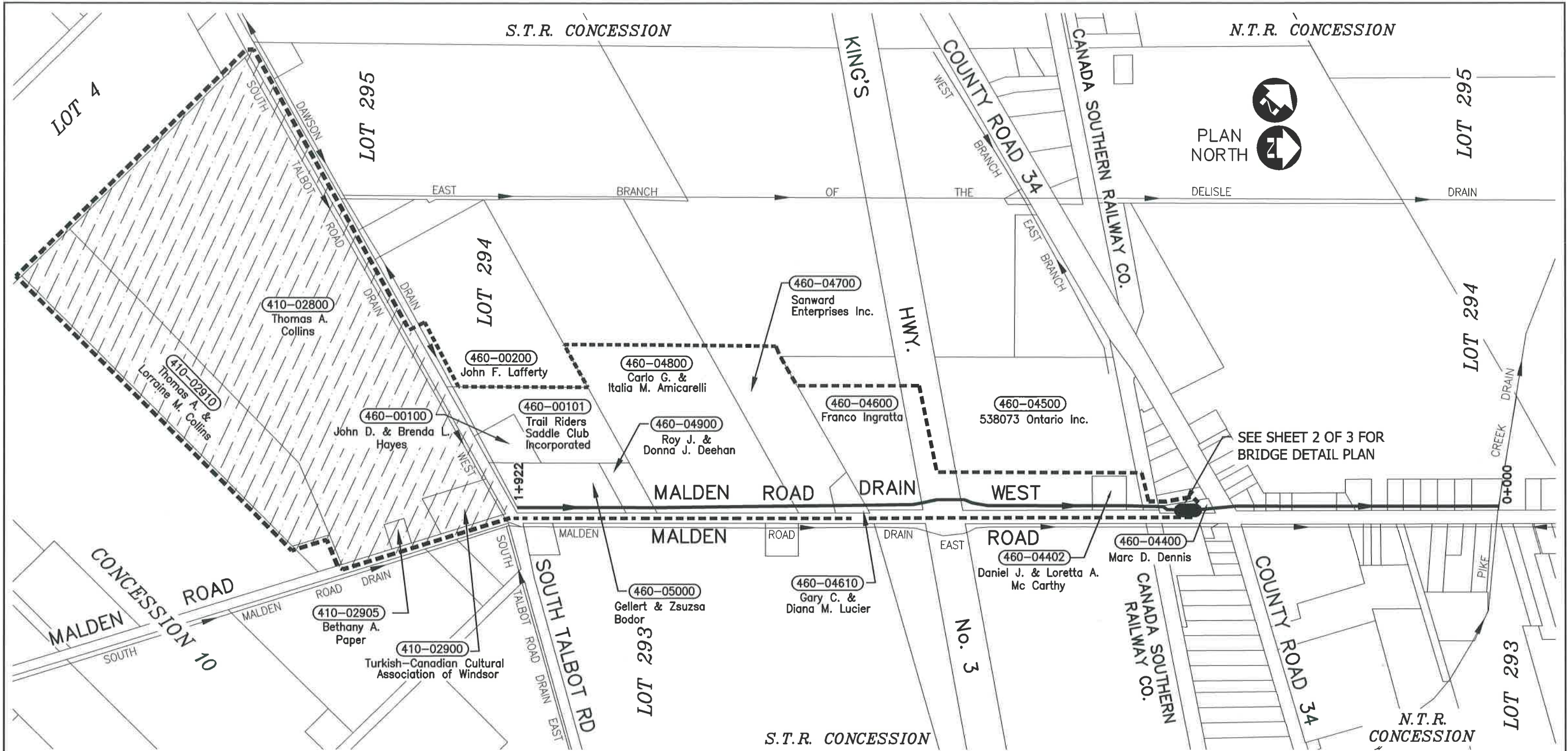
All work shall be carried out to the satisfaction of the Drainage Superintendent for the Municipality, in compliance with the specifications, drawings and the Drainage Act. Upon completion of the project, the work will be inspected by the Engineer and the Drainage Superintendent. Any deficiencies noted 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

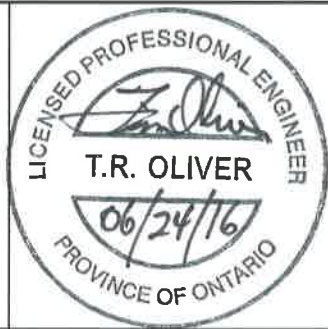
Standard practices to be followed to minimize disruption to fish habitat include embedment of the culvert a minimum 10% below grade, constructing the work 'in the dry' and cutting only trees necessary to do the work (no clear-cutting). No in-water work is to occur during the timing window unless otherwise 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 DRAIN 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	REVIEWED BY
TRO	JJT
DRAWN	CHECKED BY
WLB	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 MALDEN ROAD DRAIN WEST 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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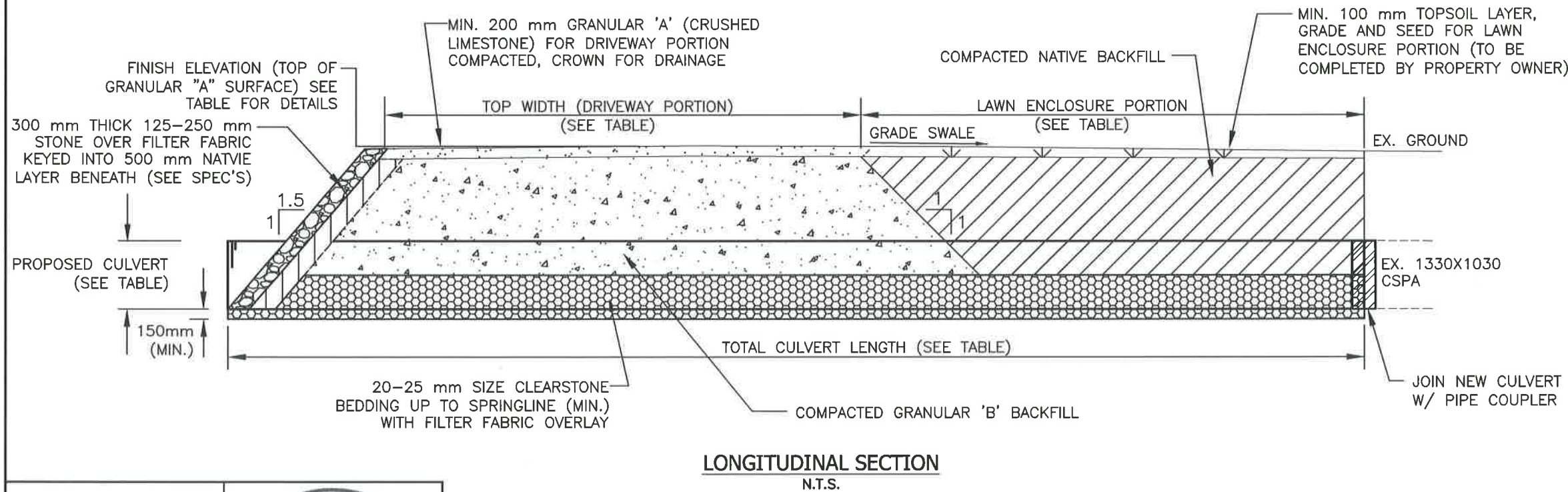
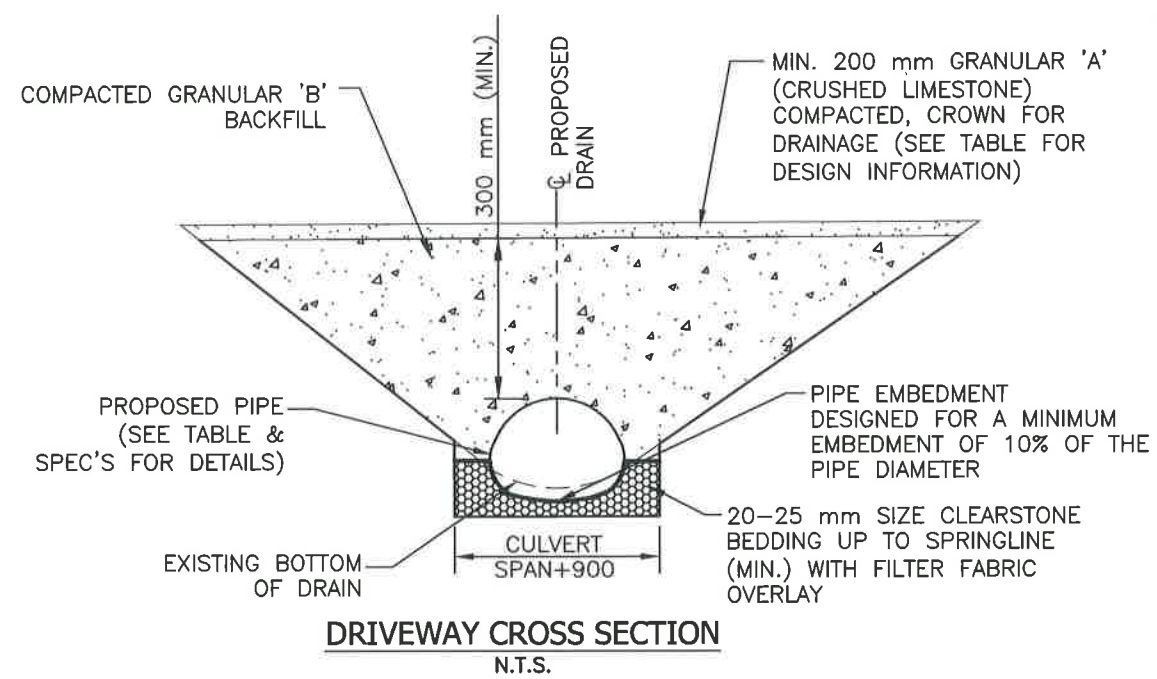
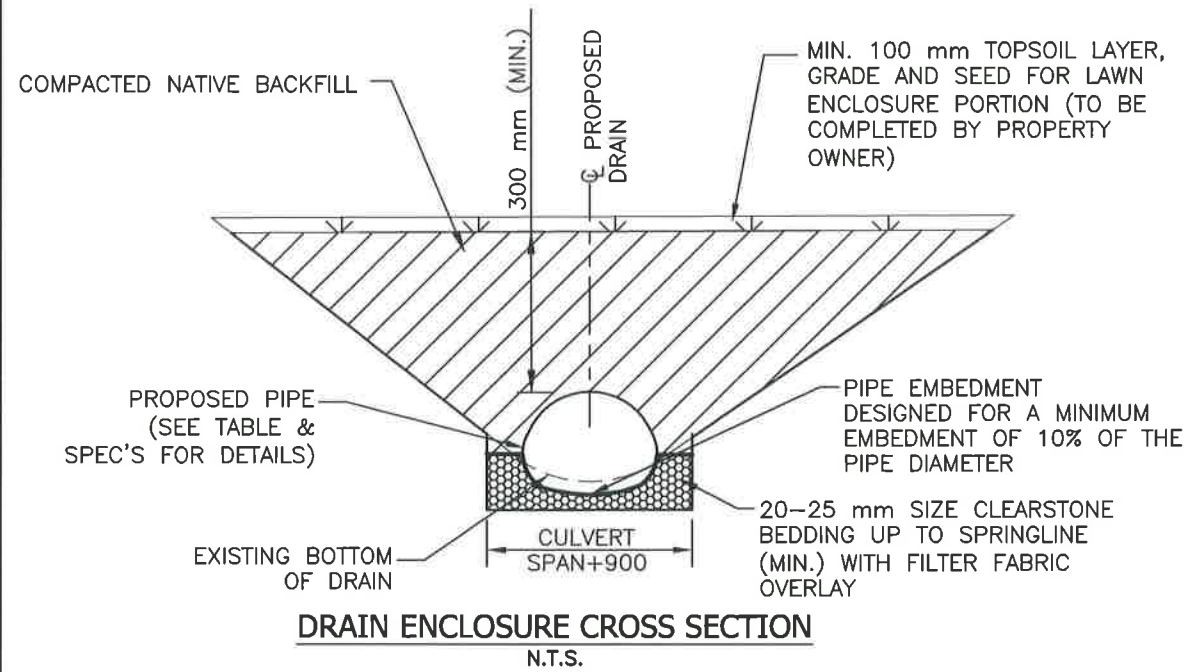
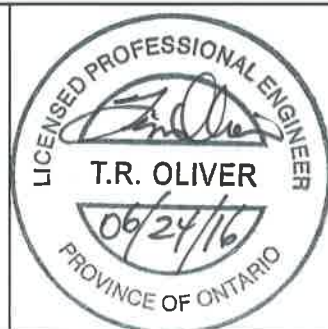


TABLE 1 - ACCESS CULVERT DESIGN INFORMATION	
DESCRIPTION	BRIDGE DETAILS
PIPE INVERT ELEV. U/S SIDE(m)	98.05
PIPE INVERT ELEV. D/S SIDE(m)	98.04
TOP OF ϕ DRIVEWAY SURFACE ELEV. (m)	99.40
DRAIN BOTTOM (m) (DESIGN) (AT CENTRELINE OF CULVERT)	98.14
MIN. TOP WIDTH OF DRIVEWAY (m)	7.3
MIN. CULVERT GRADE (%)	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



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	433	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
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 23rd day of May, 2017.

Gary McNamara, Mayor

“SEAL”

Laura Moy, Clerk