Regular Council Meeting
AGENDA

Tuesday, June 27, 2017, 7:00 PM
Tecumseh Town Hall
www.tecumseh.ca

Pages

1. CALL TO ORDER - Mayor
2. MOMENT OF SILENCE
3. NATIONAL ANTHEM
4. ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST
5. COUNCIL MINUTES
   a. Regular Council Meeting — 6 - 17
      May 23, 2017
   b. Public Council Meeting — 18 - 19
      May 23, 2017
6. SUPPLEMENTARY AGENDA ADOPTION
7. DELEGATIONS
   a. Cynthia Swift, CPA, KPMG — 20 - 76
      Re: 2016 Audited Financial Statements
   b. Kenneth Coulson
      Re: 2017 Senior of the Year
   c. Tourism Windsor Essex Pelee Island (TWEPI) CEO, Gordon Orr, and Vice President Tourism Programs & Development, Lynnette Bain
      Re: TWEPI 2016 Year in Review
      1. TWEPI Presentation — 77 - 99
      2. Plenty of Reasons to Visit Windsor Essex - Video Web Link
         https://drive.google.com/file/d/0B0Tuv5GLOT86c1pIa1A5OXNVbXM/view?usp=sharing
   d. Roger Demars
      Re: Proposed Parking Restrictions on the East Side of Pentilly Road
   e. Fiona Bryden
      Re: Proposed Parking Restrictions on the East Side of Pentilly Road
8. COMMUNICATIONS FOR INFORMATION
   a. Ontario Honours and Awards Secretariat — 100 - 100
      Re: 2017 Ontario Senior of the Year Certificate
   b. City of St. Catharines — 101 - 101
      Re: Canada's 150th Birthday (Flags)
   c. Ontario Municipal Board — 102 - 115
      Re: Decision Issued, Nabbout v. Tecumseh (Town)
   d. The United Counties of Leeds and Grenville — 116 - 117
      Re: Speed Reduction on 400 Series Highways in Inclement Weather

e. County of Essex, Notice of Decision 118 - 120
Re: Official Plan Amendment No. 38 - Town of Tecumseh Official Plan, 11957 Tecumseh Road

f. OPG Nuclear 121 - 121
Re: Ensuring Safe, Permanent Solution to Manage Nuclear Waste

g. Town of New Tecumseth 122 - 123
Re: Ontario Carbon Tax

h. Town of Amherstburg 124 - 146
Re: EMS Services

i. Town of Essex 147 - 149
Re: Request for Province to Halt All Wind Turbine Approvals in Unwilling Host Communities

j. Kevin Ryan 150 - 150
Re: Parking on Pentilly

k. Ontario Municipal Board 151 - 167
Re: Decision Issued, James Sylvestre Developments Ltd. v. Tecumseh (Town)

9. COMMUNICATIONS ACTION REQUIRED

a. Town of Shelburne, Re: Highway of Heroes 168 - 168
THAT the challenge by the Town of Shelburne be accepted, and that authorization be given to the purchase of a 'Hero Tree' in the amount of $150 for planting of along the Highway of Heroes.

b. Township of Essa, Re: New Driver Sign 169 - 170
THAT the April 19, 2017 Resolution by the Council of the Township of Essa respecting New Driver signs, be received, as recommended by the Tecumseh Police Services Board (PSB 24/17).

10. COMMITTEE MINUTES

a. Town of Tecumseh Business Improvement Area Board 171 - 176
April 12, 2017

b. Town of Tecumseh Business Improvement Area Board 177 - 181
May 10, 2017

c. Corn Festival Committee 182 - 183
March 23, 2017

d. Corn Festival Committee 184 - 186
April 20, 2017

e. Senior Advisory Committee 187 - 189
Re: May 25, 2017

f. Youth Advisory Committee 190 - 191
June 5, 2017

g. Heritage Committee Meeting 192 - 193
June 5, 2017

h. Cultural & Arts Advisory Committee 194 - 196
June 5, 2017

i. Police Services Board 197 - 200
June 8, 2017

11. REPORTS

a. Chief Administrative Officer

1. Chief Administrative Officer, Report No. 07/17 — 201 - 207
   Re: Supplementary Report on Ontario Power Generation Deep Geological Repository

b. Corporate Services & Clerk

1. Director Corporate Services & Clerk, Report No. 13/17 — 208 - 212
   Re: Farm Lease Agreement - John Nostadt, 2017 Crop Year

2. Director Corporate Services & Clerk, Report No. 15/17 — 213 - 216
   Re: Windsor Sports & Culture Club - 13th Annual Community Celebration - Noise By-law Exemption Request

c. Financial Services

1. Director Financial Services & Treasurer, Report No. 07/17 — 217 - 245
   Re: Windsor/Essex Provincial Offences (POA) Annual Report 2016

2. Director Financial Services & Treasurer, Report No. 08/17 — 246 - 250
   Re: 2016 Annual Report on Investment and Cash Management

3. Director Financial Services & Treasurer, Report No. 10/17 — 251 - 258
   Re: 2016 Development Charge Reserve Fund Statement

d. Parks & Recreation Services

1. Manager Recreation Program & Events, Report No. 13/17 — 259 - 265
   Re:Transition Timelines for the Tecumseh Corn Festival

2. Manager Recreation Program & Events, Report No. 16/17 — 266 - 269
   Re: Tecumseh Terry Fox Run 2017

e. Planning & Building Services

1. Director, Planning & Building Services, Report No. 21/17 — 270 - 279
   Re: Financial Incentive Program Grant Application, Tecumseh Road Main Street Community Improvement Plan, 12233 Tecumseh Road (St. Anne Church), Building Façade Improvement Grant Program

2. Director, Planning & Building Services, Report No. 22/17 — 280 - 290
   Re: Financial Incentive Program Grant Application, Tecumseh Road Main Street Community Improvement Plan, 1125 Lesperance Road (Carrots N' Dates Restaurant), Sidewalk Café Grant Program

f. Public Works & Environmental Services

1. Drainage Superintendent, Report No. 27/17 — 291 - 301
   Re: Request for Repair & Improvement to a Municipal Drain Appointment of Drainage Engineer – Dawson Drain

2. Manager Roads & Fleet, Report No. 28/17 — 302 - 306
   Re: Parking Restrictions on Pentilly Road

3. Manager Engineering Services, Report No. 29/17 — 307 - 317
   Re: Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects

4. Manager Roads & Fleet, Report No. 32/17 318 - 323
Re: Dedicated Bike Lane Pavement Markings on Lesperance Road

5. Manager Roads & Fleet, Report No. 34/17 324 - 327
Re: 2017 Tar & Chip Tender Award

6. Manager Roads & Fleet, Report No. 35/17 328 - 331
Re: 2017 Asphalt Paving Tender Award

12. BY-LAWS

a. By-Law 2017-29 332 - 339
Being a by-law to authorize the execution of an Agreement between the Town of Tecumseh and Windsor Disposal Services Limited for Refuse Collection Services

b. By-Law 2017-41 340 - 344
Being a by-law to authorize the execution of a Farm Lease Agreement between The Corporation of the Town of Tecumseh and John Nostadt

c. By-Law 2017-42 345 - 348
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach

d. By-Law 2017-43 349 - 354
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Fr. Nicholas Point Council No. 4375 Knights of Columbus

e. By-Law 2017-44 355 - 428
Being a by-law to authorize the execution of PublicTransit Infrastructure Fund (PTIF) Phase One Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh

f. By-Law 2017-45 429 - 432
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and The Skate Pro

g. By-Law 2017-46 433 - 511
Being a by-law to provide for the repair and improvements to the Webster Drain

h. By-Law 2017-47 512 - 515
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh with Carter Shows Ltd.

i. By-Law 2017-48 516 - 542
Being a by-law to authorize the execution of a Grant Funding Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Canada as represented by The Minister Responsible for Seniors Affairs

j. By-Law 2017-49 543 - 602

Being a by-law to authorize the execution of an Agreement with Plains Midstream Canada ULC, an Assignment Agreement with Abor Memorial Inc., and an Indemnity, Agreement with the Essex Region Conservation Authority,(ERCA) all in relation to the Trail Agreement

13. UNFINISHED BUSINESS

a. Unfinished Business Listing 603 - 604

June 27, 2017

14. NEW BUSINESS

15. MOTIONS

a. By-Law 2017-50 605 - 605

Being a by-law to confirm the proceedings of the June 27, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh

16. NOTICES OF MOTION

17. NEXT MEETING

Tuesday, July 11, 2017

6:00 pm Personnel Committee Meeting

7:00 pm Regular Council Meeting

18. ADJOURNMENT

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

Tecumseh Council meets in regular public session on Tuesday, May 23, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 9-1)
ORDER
The Mayor calls the meeting to order at 7:00 pm.

(RCM 9-2)
MOMENT OF SILENCE
The Members of Council and Administration observe a moment of silence.

(RCM 9-3)
NATIONAL ANTHEM
The Members of Council and Administration observe the National Anthem of O'Canada.

(RCM 9-4)
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
	Director Information & Communication Services	- Shaun Fuerth
	Manager Engineering Services	- Phil Bartnik
	Manager Planning Services	- Chad Jeffery
	Manager Recreation Programs & Events	- Kerri Rice
	Supervisor Recreation Programs & Events	- Brett Palmer
	Manager Strategic Initiatives	- Lesley Racicot
	Deputy Treasurer & Tax Collector	- Tom Kitsos

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

(RCM 9-5)
MINUTES

Motion: (RCM-170/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston
THAT the minutes of the May 9, 2017, Special Council Meeting, as amended, the minutes of the May 9, 2017 Public Council Meeting, and the minutes of the May 9, 2017, Regular Meeting of Council, as was duplicated and delivered to the Members, are adopted.

Carried

Councillor Altenhof asks that the minutes of the Special Meeting of Council be amended to reflect more fully the comments he provided at the meeting and offers to send the text to the Director Corporate Services & Clerk for inclusion in the May 9, 2017 Special Council Meeting minutes.

(RCM 9-6)
SUPPLEMENTARY AGENDA ADOPTION

Motion: (RCM-171/17) Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie
THAT the May 23, 2017 Supplementary Council Agenda, be adopted.

Carried

(RCM 9-7)
DELEGATIONS

Canadian Association of Municipal Administrators' Long Service Recognition Award

Tony Haddad is presented with the Canadian Association of Municipal Administrators' Long Service Recognition Award. The Members recognize his contributions and various efforts in his municipal career.

Fish Fry Event

Randal Winters and Karen Howard from The Rotary Club of Windsor inform the Members about their annual Fish Fry Event to be held at Lakewood Park on Friday, July 21. The Members are apprised of how the funds raised are used to provide assistance to those in need.

Motion: (RCM-172/17) Moved by Councillor Rita Ossington
Seconded by Councillor Tania Jobin
THAT the Manager Recreation Programs & Events, Report No. 05/17, regarding the Rotary Club Fish Fry, be brought forward on the Agenda.

Carried

Motion: (RCM-173/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

THAT 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 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 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.

As recommended by the Manager Recreation Programs & Events under Report No. 05/17.

Carried

Intersection County Roads 19 & 22 Improvements

Tom Bateman, Director of Transportation Services and Peter Bziuk, Manager Design and Construction, present some background on the improvements to be made to the intersection of County Roads 19 & 22, and explain the scope of the works to improve the safety of the intersection.

Upper Little River Master Plan Environmental Assessment

John Henderson, Water Resources Engineer for ERCA, provides an update on the Upper Little River Master Plan Environmental Assessment and gives an overview of the Environmental Study Report for Tecumseh and Windsor.

Motion: (RCM-174/17) Moved by Councillor Tania Jobin
Seconded by Councillor Bill Altenhof

THAT the Director Public Works & Environmental Services, Report No. 23/17, regarding the Upper Little River Master Plan Environmental Assessment, Filing the Notice of Study Completion, be brought forward on the Agenda.

Carried

Motion: (RCM-175/17) Moved by Councillor Rita Ossington
Seconded by Councillor Tania Jobin

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 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.

As recommended by the Director Public Works & Environmental Services, under Report No. 23/17.

Carried

Planning & Building Services Report No. 18/17

Mr. Paul Mullins, Solicitor on behalf of property owner Ms. Loretta Campeau, advises that his client's concerns have been addressed and an application has been submitted for Official Plan and Zoning By-law amendments for Ms. Campeau's property, located at 11941 Tecumseh Road, to permit a similar type of development as proposed for 11957 Tecumseh Road.

Motion: (RCM-176/17) Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti

THAT the Director Planning & Building Services, Report No. 18/17, regarding the Official Plan and Zoning By-Law Amendments – Final Recommendation, 2253246 Ontario Inc. (Carl Bernat), 11957 Tecumseh Road, be brought forward on the Agenda.

Carried

Motion: (RCM-177/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Andrew Dowie

THAT 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 THAT 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.

As recommended by the Director Planning & Building Services, under Report No. 16/17.

Carried

(RCM 9-8)

COMMUNICATIONS

Communications for Information

A. Town of Amherstburg, Re: Notice of Public Meeting to Consider a Zoning By-law Amendment
B. Honourable Bill Mauro, MPP, Minister of Municipal Affairs, Re: Proposed Building Code - Septic System Pump Out Requirement
C. Ministry of the Environment and Climate Change, Re: U.S. budget cuts to the Great Lakes Restoration Initiative and the U.S. Environmental Protection Agency
D. Minister of Natural Resources, Re: U.S. budget cuts to the Great Lakes Restoration Initiative and the U.S. Environmental Protection Agency
E. Minister of Environment and Climate Change, Re: U.S. budget cuts to the Great Lakes Restoration Initiative and the U.S. Environmental Protection Agency
F. Premier of Quebec, Re: U.S. budget cuts to the Great Lakes Restoration Initiative and the U.S. Environmental Protection Agency

Motion: (RCM-178/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Andrew Dowie
THAT Communications – *for Information* A through F as listed on the May 23, 2017 Regular Council Meeting Agenda are received.
Carried

Communications - Action Required
A. Township of Essa, Re: New Driver Sign

Motion: (RCM-179/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington
THAT the April 19, 2017 Resolution by the Council of the Township of Essa respecting New Driver signs be referred to the Tecumseh Police Services Board for review and recommendation to Council.
Carried

(RCM 9-9)
COMMITTEE MINUTES

Motion: (RCM-180/17) Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston
THAT the May 8, 2017 minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.
Carried

Motion: (RCM-181/17) Moved by Councillor Brian Houston
Seconded by Councillor Rita Ossington
THAT the May 8, 2017 minutes of the Heritage Committee, as was duplicated and delivered to the Members of Council, are accepted.
Carried

Motion: (RCM-182/17) Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof
THAT the May 8, 2017 Minutes of the Cultural & Arts Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.
Carried

(RCM 9-10)
REPORTS

Chief Administrative Officer, Report No. 06/17, Re: Ontario Power Generation Deep Geological Repository

Motion: (RCM-183/17) Moved by Councillor Andrew Dowie
Seconded by Councillor Brian Houston
THAT Report 06/17, Ontario Power Generation Deep Geological Repository, dated May 14, 2017, from the Chief Administrative Officer be received.
As recommended by the Chief Administrative Officer under Report No. 06/17.
Carried

It is noted that US Congress has included funding in the 2017 Budget however the proposed 2018 Budget by the President excludes funding.

A further report detailing the environmental effects to the Great Lakes is requested.

Director Corporate Services & Clerk, Report No. 11/17, Re: Skate Shop Lease Agreement, Tecumseh Arena

Motion: (RCM-184/17) Moved by Councillor Andrew Dowie
Seconded by Councillor Tania Jobin

THAT 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 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 the Mayor and the Clerk be authorized to execute the Lease Agreement between the Town and The Skate Pro [Chuck Gravelle].

As recommended by the Director Corporate Services & Clerk under Report No. 11/17.

Carried

Deputy Treasurer & Tax Collector, Report No. 04/17, Re: 2016 Year-End Budget Variance Report

Motion: (RCM-185/17) Moved by Councillor Andrew Dowie
Seconded by Councillor Brian Houston

THAT the 2016 Year-End Budget Variance Report, dated April 20, 2017, showing a tax-supported surplus of $365,597 is received for information;

AND THAT surplus transfers be made as follows:

a) $355,966 to Tax Rate Stabilization Reserve
b) $9,631 capital surplus to Infrastructure Reserve.

As recommended by the Deputy Treasurer & Tax Collector under Report No. 04/17.

Carried

Deputy Treasurer & Tax Collector, Report No. 05/17, Re: Energy Conservation & Demand Management Plan - Annual Update

Motion: (RCM-186/17) Moved by Councillor Brian Houston
Seconded by Councillor Rita Ossington

THAT Financial Services Report 05/17, Energy Conservation & Demand Management Plan – Annual Update, be received for information.

AND THAT 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.

As recommended by the Deputy Treasurer & Tax Collector under Report No. 05/17.

Carried

Deputy Treasurer & Tax Collector, Report No. 06/17, Re: Budget Variance Report - March 31, 2017

Motion: (RCM-187/17) Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

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

As recommended by the Deputy Treasurer & Tax Collector under Report No. 06/17.

Carried

Director Parks & Recreation Services, Report No. 06/17, Re: Multi-Use Sportsplex - Proposed Next Steps

Motion: (RCM-188/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

THAT Parks & Recreation Report 06/17, "Multi-Use Sportsplex – Proposed Next Steps," be received;

AND THAT Infrastructure Funding for the Multi-Use Sportsplex project be pursued at both the Provincial and Federal Government levels;

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.

As recommended by the Director Parks & Recreation Services under Report No. 06/17.

Carried

The Chief Administrative Officer, Director Parks & Recreation Services and Director Financial Services & Treasurer provide an update on the proposed next steps, fundraising options and financial implications.

Manager Recreation Programs & Events, Report No. 10/17, Re: 2017 Tecumseh Corn Festival

Motion: (RCM-189/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

THAT 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 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 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.

As recommended by the Manager Recreation Programs & Events, under Report No. 10/17.

Carried

Supervisor Recreation Programs & Event, Report No. 11/17 Re: Canada 150 Celebration

Motion: (RCM-190/17) Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

THAT Parks and Recreation Report No. 11/17, dated April 28, 2017, regarding the Canada 150 Celebration, be received for information.

As recommended by the Supervisor Recreation Programs & Event, under Report No. 11/17.

Carried

Manager Recreation Programs & Events, Report No. 12/17, Re: St. Clair College Baseball

Motion: (RCM-191/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Tania Jobin

THAT 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.

As recommended by the Manager Recreation Programs & Events, under Report No. 12/17.

Carried

Director Planning & Building Services, Report No. 16/17, Re: County of Essex Agricultural Lot Size Study Related to Farm Lot Severances

Motion: (RCM-192/17) Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

THAT Planning and Building Services Report 16/17 be received;

AND THAT the minimum agricultural lot size of 40 hectares (98.8 acres) recommended by the County of Essex Agricultural Lot Size Study, be supported;

AND FURTHER THAT the County Project Steering Committee and County Council be advised of Council's support of this recommended minimum agricultural lot size.

As recommended by the Director Planning & Building Services, under Report No. 16/17.

Carried

Director Planning & Building Services, Report No. 17/17, Re: Financial Incentive Program Grant Application, Tecumseh Road Main Street Community Improvement Plan, 1125 Lesperance Road (Lesperance Plaza Inc.), Building Façade Improvement Grant Program

Motion: (RCM-193/17) Moved by Councillor Rita Ossington
Seconded by Deputy Mayor Joe Bachetti

THAT the Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 1125 Lesperance Road (Roll No. 374406000002300), be approved and deemed eligible for the following Financial Incentive(s) in accordance with Section 11.3 (5):

i) Building Façade Improvement Grant Program for a total amount of $15,000.00 toward the costs associated with the façade improvements being undertaken.

All of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and Planning and Building Services Report 17/17.

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

Carried

Director Planning & Building Services, Report No. 19/17, Re: Official Plan and Zoning By-Law Amendments, Ms. Loretta Campeau, 11941 Tecumseh Road, Proposed 5-Storey Apartment Building

Motion: (RCM-194/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Andrew Dowie

THAT 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.

As recommended by the Director Planning & Building Services, under Report No. 19/17.

Carried

(RCM 9-11)

BY-LAWS

Motion: (RCM-195/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

THAT 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 THAT 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);

AND THAT By-law No. 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) (Community Policing Partnerships Program);

AND THAT By-law No. 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) (1000 Officers Partnership Program);

AND FURTHER THAT By-law No. 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);

AND FURTHERMORE THAT By-law No. 2017-40 being a by-law to provide for the repair and improvements to the East McPherson Drain.

Be given first and second reading.

Carried

Motion: (RCM-196/17) Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

THAT 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 THAT 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);

AND THAT By-law No. 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) (Community Policing Partnerships Program);

AND THAT By-law No. 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) (1000 Officers Partnership Program);

AND FURTHER THAT By-law No. 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);

AND FURTHERMORE THAT By-law No. 2016-52 being a by-law to provide for the repair and improvements to the Malden Road Drain West.

Be given third and final reading.

Carried

(RCM 9-12)

UNFINISHED BUSINESS

The Members receive the Unfinished Business listing.

Wind Screens

A request is made for wind screens at the McAuliffe Park Tennis Courts to be referred to the 2018 Budget.

Parks & Recreation

Congratulations are extended to the Parks & Recreation Department on hosting the Windsor Memorial Cup and preparation of the Michael Rohrer Blvd.

(RCM 9-13)

NEW BUSINESS

Speeding

Concerns respecting speeding on Charlene Lane, which was raised previously, is reiterated.

OPP monitoring is requested for speeding in the areas of Charlene Lane, and the corridor immediately north of EC Row, especially in the bend and block of Lemire and Lanoue streets.

Additionally, concerns are conveyed regarding the impact on Lesperance Road from increased truck traffic.

Signage on Manning

The need for delineation for visitors to identify the Towns of Tecumseh and Lakeshore on Manning Road is expressed.

Administration is requested to approach the Town of Lakeshore and the County of Essex in regards to establishing a gateway policy with a common standard for regulating urbanized areas and signs for Manning Road.

The Chief Administrative Officer advises discussion has taken place with the Town of Lakeshore regarding this issue and will continue to explore the possibility for a gateway policy.

Traffic Safety
A request for stronger police presence to reinforce the safety of the intersections in the areas of St. Gregory's Road and Arlington Boulevard, Tecumseh Road and Arlington Boulevard and Edgewater and St. Gregory's Road, is requested.

Safe Walk Zones
The Deputy Mayor informs of a new program created by the City of Windsor to promote safe walking areas for students. The City is looking to engage School Boards, Municipalities and the Health Unit to facilitate discussions on designating sidewalks for safe walk zones.

Canada Post
A meeting is requested with the Canada Post area representative in respect of the maintenance and accessibility of community mailboxes.

Disc Golf Opening
The official grand opening for Disc Golf at Lakewood Park is on Saturday, May 27, 2017.

(RCM 9-14)
MOTIONS

Motion: (RCM-197/17) Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

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

Carried

(RCM 9-15)
NOTICES OF MOTIONS
There are no Notices of Motion.

(RCM 9-16)
NEXT MEETING
A Policies & Priorities Committee Meeting will be held at 5:00 pm on Tuesday, June 27, 2017.

A Public Meeting of Council will be held at 6:00 pm on Tuesday, June 27, 2017 regarding OPA & ZBA 11941 Tecumseh Road.

A Court of Revision will be held at 6:30 pm on Tuesday, June 27, 2017 regarding East McPherson Drain.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, June 27, 2017.

(RCM 9-17)
ADJOURNMENT

Motion: (RCM-198/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

THAT there being no further business, the May 23, 2017, regular meeting of Council now adjourn at 9:28 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 23, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:00 p.m.

(PCM 7-1)
ORDER
The Mayor calls the meeting to order at 6:01 p.m.

(PCM 7-2)
ROLL CALL

Present:	Mayor	- Gary McNamara
	Deputy Mayor	- Joe Bachetti
	Councillor	- Rita Ossington
	Councillor	- Andrew Dowie
	Councillor	- Tania Jobin
	Councillor	- Brian Houston
	Councillor	- Bill Altenhof
Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Christina Hebert
	Manager Engineering Services	- Phil Bartnik
	Drainage Superintendent	- Sam Paglia

(PCM 7-3)
PECUNIARY INTEREST
There is no pecuniary interest declared by a Member of Council.

(PCM 7-4)
INTRODUCTION AND PURPOSE OF MEETING
The purpose of the meeting is to hear from any landowner affected by the drainage works, as set out in the Reconsidered Repair and Improvement to the East McPherson Drain Report, prepared by Baird AE, dated April 11, 2017.

(PCM 7-5)
DELEGATIONS
The Drainage Superintendent advises that meetings have been held with affected landowners having expressed concerns with the previous reports. Mr. Lutzman has verbally advised that he is satisfied with the Reconsidered Report.

Halliday Pearson, Drainage Engineer with Baird AE, is present and available to address any concerns.

Wayne Farough expresses his desire to see the works get underway. He inquires however, about using concrete blocks or jute bags in lieu of the gabion stone headwall for Bridge #3.

In response to his inquiry, the Manager Engineering Services advises that the tender can contain provisional items for the costs on the different material options. Mr. Farough would be responsible for any cost differential. The Drainage Superintendent will communicate the cost options to Mr. Farough.

(PCM 7-6)
COMMUNICATIONS

A. Notice of Reconsideration, Re: East McPherson Drain
B. Drainage Superintendent, Report No. 26/17, Re: East McPherson Drain – Reconsider Engineer's Drainage Report
    I. BAIRD AE, Re: Reconsidered Repair and Improvement to the East McPherson Drain, April 11, 2017 (Final - Reconsideration)
C. Essex Region Conservation Authority, Re: East McPherson Drain - Notice of Reconsideration

Motion: (PCM-15/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

THAT the Communications listed as Items A through C on the May 23, 2017, Public Council Meeting Agenda, be received**.**

Carried

Drainage Superintendent, Report No. 26/17, Re: East McPherson Drain – Reconsider Engineer's Drainage Report

Motion: (PCM-16/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

THAT the Reconsidered Drainage Report and specifications for the East McPherson Drain ("Drain") as prepared by Ms. Halliday Pearson, P.Eng., and Mr. Don Joudrey, P.Eng., of Baird AE, Architecture & Engineering, dated April 11, 2017 ("Drainage Report") be received;

AND THAT consideration be given to first and second readings of a provisional by-law to adopt the Drainage Report;

AND FURTHER THAT Notice be given to all affected landowners of the Court of Revision to be held on June 27, 2017, at 6:30 pm in accordance with Section 46(1) of the *Drainage Act* subject to adoption of the provisional by-law.

As recommended by the Drainage Superintendent under Report No. 26/17.

Carried

(PCM 7-7)
ADJOURNMMENT

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

THAT there being no further business to discuss, the May 23, 2017, Public Meeting of the Council of the Town of Tecumseh adjourn at 6:08 pm.

Carried

_____
Gary McNamara, Mayor

_____
Laura Moy, Clerk

The Corporation of the Town of Tecumseh

Audit Findings Report
For the year ended December 31, 2016

KPMG LLP

Licensed Public Accountants

Prepared on May 29, 2017 for presentation on June 27, 2017

kpmg.ca/audit

The contacts at KPMG in connection with this report are:

Cynthia Swift

Lead Audit Engagement Partner

Tel: 519-251-3520
caswift@kpmg.ca

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Executive summary

Purpose of this report

The purpose of this Audit Findings Report is to assist you, as a member of Municipal Council ("Council"), in your review of the results of our audit of the consolidated financial statements of the Corporation of the Town of Tecumseh (hereinafter referred to as the "Municipality") as at and for the year ended December 31, 2016.

We appreciate the assistance of management and staff in conducting our audit. We trust that this audit findings report is of assistance to you, and we look forward to discussing our findings and answering your questions.

Finalizing the audit

As of May 22, 2017, we have completed the audit of the consolidated financial statements, with the exception of certain remaining procedures, which include:

- receipt of the signed management representation letter;
- receipt of legal letter replies;
- completing our discussions with the Council;
- obtaining evidence of the Council's approval of the consolidated financial statements.

We will update you on significant matters, if any, arising from the completion of the audit, including the completion of the above procedures. Our auditors' report will be dated upon the completion of any remaining procedures.

Control and other observations

We did not identify any control deficiencies that we determined to be significant deficiencies in ICFR.

See page 7 and Appendix 3

Critical accounting estimates

Overall we are satisfied with the reasonability of critical accounting estimates taken. The most critical areas of estimates relate to: tangible capital assets, employee future benefits and the landfill post-closure liability.

Significant accounting policies and practices

There have been no initial selections of, or changes to, significant accounting policies and practices to bring to your attention.

We would like to discuss the following matters:

- The accounting policies and practices are considered appropriate to the Municipality's circumstances.
- The accounting policies have been applied consistently year-over-year.
- We did not identify any indicators of management bias in the application of accounting policies.

This Audit Findings Report should not be used for any other purpose or by anyone other than the Town Council. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this Audit Findings Report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Financial statement presentation and disclosure

The presentation and disclosure of the financial statements are, in all material respects, in accordance with Municipality's relevant financial reporting framework. Misstatements, including omissions, if any, related to disclosure or presentation items are in the management representation letter included in the Appendices.

We also highlight the following:

Form, arrangement, and content of the financial statements	The presentation and disclosure of the consolidated financial statements are, in all material respects, in accordance with the Municipality's relevant financial reporting framework. Misstatements, including omissions, if any, related to disclosure or presentation items are in the management's representation letter included in the Appendices.

Other matters

Professional standards require us to communicate to Town Council, Other Matters, such as material inconsistencies or material misstatements between MD&A and the audited financial statements, identified fraud or non-compliance with laws and regulations, consultations with other accountants, significant matters relating to the Municipality's related parties, significant difficulties encountered during the audit, and disagreements with management.

Matter	KPMG comment
Illegal and fraudulent activities	– We did not identify, during the audit of the consolidated financial statement, any illegal acts or possibility illegal acts. – We did not identify, during our audit of the consolidated financial statement, any: – Matters that pose questions regarding the honesty and integrity of management – Fraud or suspected fraud involving management – Fraud or suspected fraud involving employees who have significant roles in internal control over financial reporting – Fraud or suspect fraud (whether caused by management or other employees) that result, or may result, in non-trivial misstatement of consolidated financial statements – Matters that may cause future consolidated financial statements to be materiality misstated.
Dealings with Management	– We received the full cooperation of management and employees and, to our knowledge, had complete access to the accounting records and other documents that we needed in order to carry out our audit. – We had no disagreements with management, and we have resolved all auditing, accounting and presentation issues to our satisfaction.

Adjustments and differences

Adjustments and differences identified during the audit have been categorized as “Corrected adjustments” or “Uncorrected differences”. These include disclosure adjustments and differences.

Professional standards require that we request of management and the audit committee that all identified differences be corrected. We have already made this request of management.

Corrected adjustments

We did not identify any misstatements that were communicated to management and subsequently corrected in the consolidated financial statements.

Uncorrected adjustments

We didn’t identify any significant misstatements that remained uncorrected at year end.

Control observations

In accordance with professional standards, we are required to communicate to the Members of Council any control deficiencies that we identified during the audit and have determined to be significant deficiencies in ICFR.

Significant deficiencies

Description	Potential effect
Internal control over financial reporting	As your auditors, we are required to obtain an understanding of internal control over financial reporting (ICFR) relevant to the preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on internal control. Accordingly, we do not express an opinion on the effectiveness of internal control. Our understanding of ICFR was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies and therefore, there can be no assurance that all significant deficiencies and other control deficiencies have been identified. Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors. We did not identify any control deficiencies that we determined to be significant deficiencies in ICFR.
Other control deficiencies	During the course of our audit procedures, we did not identify other controls deficiencies in internal controls over financial reporting.

Appendices

Appendix 1: Required communications

Appendix 2: Audit Quality and Risk Management

Appendix 3: Background and professional standards

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INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Town of Tecumseh

We have audited the accompanying consolidated financial statements of The Corporation of the Town of Tecumseh, which comprise the consolidated statement of financial position as at December 31, 2016, and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal controls relevant to the Entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Tecumseh as at December 31, 2016, and the results of its operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants, Licensed Public Accountants

Date of approval
Windsor, Canada

THE CORPORATION OF THE TOWN OF TECUMSEH
917 LESPERANCE ROAD
TECUMSEH, ON N8N 1W9

KPMG LLP
618 Greenwood Centre
3200 Deziel Drive
Windsor, Ontario N8W 5K8
Canada

June 27, 2017

Ladies and Gentlemen:

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of The Corporation of the Town of Tecumseh ("the Entity") as at and for the period ended December 31, 2016.

GENERAL:

We confirm that the representations we make in this letter are in accordance with the definitions as set out in **Attachment I** to this letter.

We also confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

RESPONSIBILITIES:

1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated November 27, 2013, for:

   a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework

   b) providing you with all relevant information, such as all financial records and related data, including the names of all related parties and information regarding all relationships and transactions with related parties, and complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements, and access to such relevant information

   c) such internal control as management determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. Management also acknowledges and understands that they are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.

   d) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements

INTERNAL CONTROL OVER FINANCIAL REPORTING:

2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which management is aware.

FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:

3) We have disclosed to you:

   a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud

   b) all information in relation to fraud or suspected fraud that we are aware of and that affects the Entity and involves: management, employees who have significant roles in internal control, or others, where the fraud could have a material effect on the financial statements

   c) all information in relation to allegations of fraud, or suspected fraud, affecting the Entity's financial statements, communicated by employees, former employees, analysts, regulators, or others

   d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements

   e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

SUBSEQUENT EVENTS:

4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

RELATED PARTIES:

5) We have disclosed to you the identity of the Entity's related parties.

6) We have disclosed to you all the related party relationships and transactions/balances of which we are aware.

7) All related party relationships and transactions/balances have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

ESTIMATES:

8) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

GOING CONCERN:

NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:

9) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002). We also confirm that the financial statements of the Entity will not be included in the consolidated financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

Yours very truly,

By: Mr. Tony Haddad, Chief Administrative Officer

By: Mr. Luc Gagnon, Director Financial Services

Attachment I – Definitions

MATERIALITY

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

FRAUD & ERROR

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

RELATED PARTIES

In accordance with Canadian accounting standards for the public sector (PSAB) *related party* is defined as:

- Related parties exist when one party has the ability to exercise, directly or indirectly, control, joint control or significant influence over the other. Two or more parties are related when they are subject to common control, joint control or common significant influence. Related parties also include management and immediate family members.

In accordance with Canadian accounting standards for the public sector (PSAB) a *related party transaction* is defined as:

- A transfer of economic resources or obligations between related parties, or the provision of service by one party to a related party, regardless of whether any consideration is exchanged. The parties to the transaction are related prior to the transaction. When the relationship arises as a result of the transaction, the transaction is not one between related parties.

Appendix 1: Required communications

In accordance with professional standards, there are a number of communications that are required during the course of and upon completion of our audit. These include:

- **Auditors' report** – the conclusion of our audit is set out in our draft auditors' report as attached.
- **Management representation letter** –In accordance with professional standards, copies of the management representation letter are provided to the Audit and Finance Committee. The management representation letter is attached.
- **CPAB Big Four Firm Public Report (November 2016)** – Please refer to http://www.cpab-ccrc.ca/Documents/Annual%20Reports/CPAB_2016_Big_Four_Inspections_Report_EN.pdf
- **CPAB 2016 Big Four Public Report: Highlights for Audit Committees** – Please refer to http://www.cpab-ccrc.ca/Documents/Annual Reports/CPAB_2016_Big_Four_Highlights_EN.pdf

Appendix 2: Audit Quality and Risk Management

KPMG maintains a system of quality control designed to reflect our drive and determination to deliver independent, unbiased advice and opinions, and also meet the requirements of Canadian professional standards.

Quality control is fundamental to our business and is the responsibility of every partner and employee. The following diagram summarises the six key elements of our quality control systems.

Visit our Audit Quality Resources page for more information including access to our audit quality report, Audit quality: Our hands-on process.

- Other controls include:
  - Before the firm issues its audit report, the Engagement Quality Control Reviewer reviews the appropriateness of key elements of publicly listed client audits.
  - Technical department and specialist resources provide real-time support to audit teams in the field.
- We conduct regular reviews of engagements and partners. Review teams are independent and the work of every audit partner is reviewed at least once every three years.
- We have policies and guidance to ensure that work performed by engagement personnel meets applicable professional standards, regulatory requirements and the firm's standards of quality.
- All KPMG partners and staff are required to act with integrity and objectivity and comply with applicable laws, regulations and professional standards at all times.

- We do not offer services that would impair our independence.
- The processes we employ to help retain and develop people include:
  - Assignment based on skills and experience;
  - Rotation of partners;
  - Performance evaluation;
  - Development and training; and
  - Appropriate supervision and coaching.
- We have policies and procedures for deciding whether to accept or continue a client relationship or to perform a specific engagement for that client.
- Existing audit relationships are reviewed annually and evaluated to identify instances where we should discontinue our professional association with the client.

Appendix 3: Background and professional standards

Internal control over financial reporting

As your auditors, we are required to obtain an understanding of internal control over financial reporting (ICFR) relevant to the preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on internal control. Accordingly, we do not express an opinion on the effectiveness of internal control.

Our understanding of ICFR was for the limited purpose described above and was not designed to identify all control deficiencies that might be significant deficiencies and therefore, there can be no assurance that all significant deficiencies and other control deficiencies have been identified. Our awareness of control deficiencies varies with each audit and is influenced by the nature, timing, and extent of audit procedures performed, as well as other factors.

The control deficiencies communicated to you are limited to those control deficiencies that we identified during the audit.

Documents containing or referring to the audited financial statements

We are required by our professional standards to read only documents containing or referring to audited financial statements and our related auditors' report that are available through to the date of our auditors' report. The objective of reading these documents through to the date of our auditors' report is to identify material inconsistencies, if any, between the audited financial statements and the other information. We also have certain responsibilities, if on reading the other information for the purpose of identifying material inconsistencies, we become aware of an apparent material misstatement of fact.

We are also required by our professional standards when the financial statements are translated into another language to consider whether each version, available through to the date of our auditors' report, contains the same information and carries the same meaning.

kpmg.ca/audit

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KPMG member firms around the world have 174,000 professionals, in 155 countries.

The independent member firms of the KPMG network are affiliated with KPMG International, a Swiss entity. Each KPMG firm is a legally distinct and separate entity, and describes itself as such.

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Consolidated Financial Statements of

THE CORPORATION OF THE TOWN OF TECUMSEH

Year ended December 31, 2016

DRAFT

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Financial Statements

Year ended December 31, 2016

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DRAFT

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INDEPENDENT AUDITORS' REPORT

DRAFT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Town of Tecumseh

We have audited the accompanying consolidated financial statements of The Corporation of the Town of Tecumseh, which comprise the consolidated statement of financial position as at December 31, 2016, and the consolidated statements of operations and accumulated surplus, changes in net financial assets and cash flows for the year then ended, and notes, comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal controls relevant to the Entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of The Corporation of the Town of Tecumseh as at December 31, 2016, and the results of its operations, changes in net financial assets and cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Chartered Professional Accountants, Licensed Public Accountants

Date of approval
Windsor, Canada

DRAFT

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Financial Position

December 31, 2016, with comparative information for 2015

		2016		2015
Financial assets				
Cash and cash equivalents	$	28,588,182	$	27,585,478
Taxes receivable		2,260,072		2,523,789
Accounts receivable		1,644,429		2,486,729
Other		216		4,477
Promissory note receivable - government business enterprise (note 2)		1,544,408		1,544,408
Due from government business enterprise (note 2)		1,583,629		1,536,675
Accounts receivable - long term (note 3)		817,045		639,574
Investment - government business enterprise (note 4)		10,120,362		9,577,362
Investment - portfolio		400,000		-
	$	46,958,343	$	45,898,492
Liabilities				
Accounts payable and accrued liabilities	$	3,661,347	$	4,656,909
Other current liabilities		2,384,483		2,036,688
Deferred revenue (note 5)		845,673		648,394
Employee future benefits payable (note 6)		9,287,461		8,462,408
Landfill post-closure liability (note 7)		598,654		586,608
Municipal debt (note 8)		19,975,762		22,040,611
		36,753,380		38,431,618
Net financial assets		10,204,963		7,466,874
Non-financial assets				
Tangible capital assets (schedule 1)		225,898,326		224,696,121
Inventories of supplies		77,813		148,867
Prepaid expenses		88,963		26,122
		226,065,102		224,871,110
Accumulated surplus (note 9)	$	236,270,065	$	232,337,984

Contingent liabilities (note 10)
Contractual obligations (note 11)

See accompanying notes to consolidated financial statements.

Approved on behalf of Council:

_____ Mayor

_____ Treasurer

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2016, with comparative information for 2015

	2016 Budget (note 14)	2016 Actual	2015 Actual
Revenues:			
Property taxes	$ 21,104,554	$ 21,207,679	$ 21,222,087
Government transfers	2,469,697	2,730,495	2,902,424
User charges	11,418,193	11,924,551	11,291,188
Capital contributions	3,386,600	1,351,836	2,156,842
Investment income	620,900	711,807	739,044
Penalties and interest on property taxes	435,000	394,809	441,051
Income from government business enterprise (note 4)	746,975	963,660	815,449
Loss on disposal of tangible capital assets	(314,282)	(355,763)	(766,478)
Other	8,000	67,582	181,765
	39,875,637	38,996,656	38,983,372
Expenses:			
General government	4,440,587	4,219,070	4,141,962
Protection to persons and property	6,321,663	6,348,932	6,801,246
Transportation	6,626,954	7,299,032	6,463,460
Environmental	10,235,069	10,464,863	10,312,696
Social and family	42,269	51,100	42,789
Recreational and cultural	4,852,327	4,866,244	4,781,045
Planning and development	1,410,999	1,815,334	1,875,808
	33,929,868	35,064,575	34,419,006
Annual surplus	5,945,769	3,932,081	4,564,366
Accumulated surplus, beginning of year	230,261,060	232,337,984	227,629,839
Adjustment re switch to IFRS			143,779
Accumulated surplus, end of year	$ 236,206,829	$ 236,270,065	$ 232,337,984

See accompanying notes to consolidated financial statements.

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2016, with comparative information for 2015

	2016 Budget (note 14)	2016 Actual	2015 Actual
Annual surplus	$ 5,945,769	$ 3,932,081	$ 4,564,366
Acquisition of tangible capital assets	(10,997,350)	(8,432,082)	(26,634,930)
Change in tangible capital assets WIP	(144,250)	(74,808)	18,142,505
Amortization of tangible capital assets	6,960,384	6,875,558	6,505,779
Loss on disposal of tangible capital assets	314,282	355,762	766,478
Proceeds from sale of tangible capital assets	-	73,365	157,759
OCI from hydro	-		143,779
	(3,866,934)	(1,202,205)	(918,630)
Net change in inventories of supplies	(16,000)	71,054	(63,647)
Net change in prepaid expense	-	(62,841)	(322)
	(16,000)	8,213	(63,969)
Change in net financial assets	2,062,835	2,738,089	3,581,767
Net financial assets, beginning of year	4,684,700	7,466,874	3,885,107
Net financial assets, end of year	$ 6,747,535	$ 10,204,963	$ 7,466,874

See accompanying notes to consolidated financial statements.

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Cash Flows

Year ended December 31, 2016, with comparative information for 2015

	2016	2015
Cash provided by (used in):		
Operations:		
Annual surplus	$ 3,932,081	$ 4,564,366
Items not involving cash:		
Amortization	6,875,558	6,505,779
Income from government business enterprise	(963,660)	(815,449)
Loss on disposal of tangible capital assets	355,762	766,478
Change in non-cash operating working capital:		
Financial assets	1,063,324	(7,686)
Liabilities	386,611	1,652,035
Non-financial assets	8,213	(63,969)
Cash provided from operating transactions	11,657,889	12,601,554
Capital:		
Acquisition of tangible capital assets	(8,432,082)	(26,634,930)
Change in tangible capital assets WIP	(74,808)	18,142,505
Proceeds on sale of tangible capital assets	73,365	157,759
Cash used in capital transactions	(8,433,525)	(8,334,666)
Investing:		
Accounts receivable - long-term - new	(388,993)	(121,160)
Accounts receivable - long-term - repayment	211,522	171,204
Investment portfolio purchases	(400,000)	-
Dividends from government business enterprise	420,660	408,498
Cash (used in) provided from investing activities	(156,811)	458,542
Financing:		
Proceeds from issuance of municipal debt	267,100	68,000
Municipal debt principal repayment	(2,331,949)	(2,471,870)
Cash used in financing activities	(2,064,849)	(2,403,870)
Change in cash and cash equivalents	1,002,704	2,321,560
Cash and cash equivalents, beginning of year	27,585,478	25,263,918
Cash and cash equivalents, end of year	$ 28,588,182	$ 27,585,478

See accompanying notes to consolidated financial statements.

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The Corporation of the Town of Tecumseh was formed on January 1, 1999, by the amalgamation of the former municipalities of the Village of St. Clair Beach, the Town of Tecumseh and the Township of Sandwich South.

1. Significant accounting policies:

The consolidated financial statements of The Corporation of the Town of Tecumseh (the "Municipality") are the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants Canada. The Corporation of the Town of Tecumseh is a municipality in the Province of Ontario and operates under the provisions of the Community Charter. The Municipality provides municipal services such as fire, policing, roads, water, wastewater, planning, parks, recreation and other general government services.

The focus of PSAB consolidated financial statements is on the financial position of the Municipality and the changes thereto. The Consolidated Statement of Financial Position includes all the assets and liabilities of the Municipality. Financial assets are those which provide resources to discharge existing liabilities or finance future operations. Municipal position represents the financial position and is the difference between assets and liabilities. This provides information about the Municipality's overall future revenue requirements and its ability to finance activities and meet its obligations.

(a) Basis of consolidation:

(i) Consolidated entities:

The consolidated financial statement reflect the financial assets, liabilities, revenue and expenses of all municipal organizations, committees and Boards which are owned or controlled by the Municipality. The following entities have been consolidated:

Tecumseh Business Improvement Area Board
Tecumseh Police Services Board

All inter-entity transactions and balances have been eliminated.

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1. Significant accounting policies (continued):

(a) Basis of consolidation (continued):

(ii) Non-consolidated entity:

The investment in Essex Power Corporation ("EPC") is accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow International Financial Reporting Standards ("IFRS"), are not adjusted to conform with Public Sector Accounting Standards. Inter-entity transactions and balances are not eliminated.

The Municipality recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its' investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account.

(iii) Accounting for County of Essex and School Board transactions:

Taxation and other revenues with respect to the operations of the County of Essex (the "County") and School Boards are not reflected in the Consolidated Statement of Operations. In addition, the revenues, expenses, assets and liabilities with respect to the operations of the County and School Boards are not reflected in these consolidated financial statements except to the extent that any amounts due to or from are reported on the Consolidated Statement of Financial Position in "accounts receivable" or "accounts payable".

(iv) Trust funds:

Trust funds and their related operations that are administered by the Municipality are not consolidated.

(v) Municipal debt:

The charges for municipal debt assumed by non-consolidated entities or by individuals, in the case of tile drainage and shoreline property assistance loans, are not reflected in these consolidated financial statements.

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1. Significant accounting policies (continued):

(b) Basis of accounting:

(i) Accrual basis of accounting:

Revenues and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues, as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(ii) Cash and cash equivalents:

Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.

(iii) Portfolio investments:

Portfolio investments are recorded at cost unless there has been a decline in the market value which is other than temporary in nature in which case the investments are written down to market value.

(iv) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They generally have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

(v) Accounts receivable – long term:

Interest is recognized as income in the year that it is earned.

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1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(vi) Tangible capital assets:

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is available for productive use as follows:

Asset	Rate
Land improvements	20 – 50 years
Buildings	20 – 50 years
Leasehold improvements	15 – 50 years
Equipment / vehicles	3 – 40 years
Computer	4 – 12 years
Furniture and fixtures	10 years
Linear assets – roads	20 – 50 years
Linear assets – water	20 – 80 years
Linear assets – wastewater	65 years
Linear assets – stormwater	65 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use at which time they are capitalized.

The Municipality has a capitalization threshold of $5,000 to $10,000, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have greater than $100,000 value, or for operational reasons. Examples of pools are desktop computer systems, furniture and fixtures, sidewalks and water meters.

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1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(vii) Contribution of tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

(viii) Leased assets:

Leases entered into that transfer substantially all the benefits and risks associated with ownership are recorded as the acquisition of a tangible capital asset and the incurrence of an obligation. The asset is amortized in a manner consistent with tangible capital assets owned by the Municipality, and the obligation, including interest thereon, is liquidated over the term of the lease. All other leases are accounted for as operating leases, and the rental costs are expensed as incurred.

(ix) Inventories:

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(x) Taxation and related revenue:

Taxes are recognized as revenue in the year they are levied. Property tax billings are prepared by the Municipality based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Municipal Council, incorporating amounts to be raised for local services, the requisition made by the County in respect of County services and amounts the Municipality is required to collect on behalf of the Province of Ontario in respect of education taxes. A normal part of the assessment process is the issuance of supplementary assessment rolls, which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the Municipality determines the taxes applicable and renders supplementary tax billings. Taxation revenue is recorded at the time tax billings are issued. Assessments and the related property taxes are subject to appeal and write off for physical changes to the property. Tax adjustments as a result of appeals are recorded when the results of the appeal process are known. The Municipality is entitled to collect interest and penalties on overdue taxes. This revenue is recorded in the period the interest and penalties are levied.

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1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(x) Taxation and related revenue (continued):

Government transfers without eligibility criteria or stipulations are recognized as revenue when the transfer is authorized. Government transfers with eligibility criteria but without stipulations are recognized as revenue when the transfer is authorized and all eligibility criteria have been met. Government transfers with or without eligibility criteria but with stipulations are recognized as revenue in the period the transfer is authorized, except when and to the extent that the transfer gives rise to an obligation that meets the definition of a liability.

Sanitary sewer and water operations are funded by various revenues including frontage, connection and usage charges. Charges for sewer and water usage are recorded as user fees. Connection fee revenues are recognized when the connection has been established.

(xi) Deferred revenue:

Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the Consolidated Statement of Financial Position. Government transfers of gas taxes, development charges collected under the Development Charges Act, 1997 and parkland contributions collected under the Planning Act are reported as deferred revenue in the Consolidated Statement of Financial Position. The revenue is recognized in the Consolidated Statement of Operations in the year in which it is used for the specified purpose.

(xii) Retirement benefits and other employee benefit plans:

The Municipality accounts for its participation in the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer public sector pension fund, as a defined contribution plan. The OMERS plan specifies the retirement benefits to be received by employees based on length of service and pay rates.

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1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(xii) Retirement benefits and other employee benefit plans (continued):

Employee benefits include vacation entitlement, sick leave benefits and certain post-employment benefits. Vacation entitlements are accrued as entitlements are earned. Sick leave benefits and other post-employment benefits that accumulate over the period of service provided by employees are subject to actuarial valuations and are accrued in accordance with the projected benefit method, prorated on service and management's best estimate of salary escalation and retirement ages of employees, inflation rates, investment returns, wage and salary escalation, insurance and health care cost trends, employee turnover and discount rates. Actuarial gains and losses are amortized on a straight-line basis over the expected average remaining service life of the employee group.

(xiii) Use of estimates:

The preparation of consolidated financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include valuation allowances for receivables, certain accrued liabilities and obligations related to employee future benefits and the landfill post closure liability, the carrying value of tangible capital assets and the evaluation of contingencies. Actual results could differ from management's best estimates as additional information becomes available in the future.

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2. Government business enterprise:

	2016	2015
Note receivable from EPC (note 4), Long-term interest rate of 4.00%, repayable up to 20% of the original balance of $1,544,408 in each year. The Municipality can request payment in full upon a years notice subject to EPC's ability to make such payment. Term is from January 1, 2013 to December 31, 2017. The Municipality can defer any payment to a subsequent year.	$ 1,544,408	$ 1,544,408
Amount due from EPC relates to water and sewer billings collected by EPC on behalf of the Municipality under an ongoing agreement.	1,583,629	1,536,675

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3. Accounts receivable – long term:

Accounts receivable – long term consists of the following:

	2016	2015
Debentures	$ 547,252	$ 447,134
Other	269,793	192,440
	$ 817,045	$ 639,574

(a) Debentures:

These accounts receivable are owing from taxpayers and are related to amounts recoverable with regards to infrastructure work completed and paid for by the Municipality but for which the taxpayers are responsible. Due to the work performed being substantial and the related costs being significant, the Municipality provides taxpayers the option to pay when the work is completed or to provide payments over a term of five years. If the taxpayer could prove undue hardship, then the Municipality allows for a term of 10 years.

	2016	2015
Receivable over a five year term in annual instalments of $157,330 at an interest rate of 2.91% and will mature January 2017	$ 152,881	$ 301,439
Receivable over a five year term in annual instalments of $57,510 at an interest rate of 2.91% and will mature January 2021	$ 267,100	$ -
Receivable over a 10 year term in annual instalments of $24,310 at an interest rate of 4.04% and will mature January 2022	127,271	145,695
	$ 547,252	$ 447,134

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3. Accounts receivable – long term (continued):

(b) Other:

	2016	2015
Lacasse Park Scoreboard donation of $20,000 repayable at $4,000 per year	$ 4,000	$ 12,000
Municipal Drain receivable over a five year term in annual Installments of $4,051 at an interest rate of 3.25% and will mature in 2019	11,403	14,967
Municipal Drain receivables over a five year term in annual Installments of $26,352 at an interest rate of 3.10% and will mature in 2020	98,385	121,160
Municipal Drain receivable over a five year term in annual Installments of $48,134 at an interest rate of 2.51% and will mature in 2021	105,010	-
Sanitary Sewer receivable over a five year term in annual Installments of $3,635 at an interest rate of 2.51% and will mature in 2021	16,883	-
Share of Waterfront Park Improvements repayable at $10,200 per year	34,112	44,312
	$ 269,793	$ 192,440

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4. Investment – Government Business Enterprise:

(a) Pursuant to the Energy Competition Act, the Municipality incorporated companies created for the purposes of generating, distributing and retailing electricity. The corporations include the former Utilities of the Towns of Amherstburg, Lasalle, Leamington and Tecumseh.

The Corporation of the Town of Tecumseh holds a 26.44% interest in Essex Power Corporation.

(b) Investment balance at December 31, is comprised of the following:

	2016	2015
2,678,177 Class A voting common shares – EPC	$ 2,678,177	$ 2,678,177
2,289,242 Class B non-voting common shares – EPC	2,289,242	2,289,242
373,943 special shares, Class A non-voting – EPC	373,943	373,943
Share of accumulated earnings 26.44%	4,779,000	4,236,000
	$ 10,120,362	$ 9,577,362

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4. Investment – Government Business Enterprise (continued):

(c) Supplementary financial information for EPC:

	(in thousands of dollars)	
	2016	2015
Current assets	$ 3,359	$ 5,646
Accounts receivable	9,920	8,705
Unbilled revenue	6,631	6,626
Other current assets	1,560	865
Property, plant and equipment	58,159	55,662
Intangible assets	6,265	5,942
Goodwill	1,769	1,623
Deferred assets	708	1,041
Deferred tax assets	1,069	1,062
Regulatory balances	39,824	42,323
Total assets and regulatory balances	$ 129,264	$ 129,495
Current liabilities	$ 29,573	$ 26,360
Long-term liabilities	18,265	16,896
Post-employment benefits	3,417	3,289
Deferred tax liabilities	2,975	2,832
Other non-current liabilities	353	397
Total liabilities	54,583	49,774
Share capital	19,667	19,667
Retained earnings	15,609	13,604
Accumulated other comprehensive income (loss)	823	823
Total equity	36,099	34,094
Regulatory balances	38,582	45,627
Total liabilities, equity and regulatory balances	$ 129,264	$ 129,495
Total revenues	$ 93,743	$ 84,151
Total expenses	(92,802)	(80,741)
Finance income (costs)	(922)	(918)
Income tax expense (recovery)	(1,159)	(90)
Net movement in regulatory balances, net of tax	4,325	969
Other comprehensive income (loss)	-	(227)
Total comprehensive income for the year	$ 3,185	$ 3,144
26.44% share of comprehensive income	$ 842	$ 831
26.44% share of Green Share Dividend	(16)	(16)
26.44% share of regulatory adjustments	138	0
Income from government business enterprise	$ 964	$ 815

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5. Deferred revenue:

	2016 Opening balance	Contributions received	Externally restricted investments income	Revenue recognized	2016 Ending balance
Development charges	$ 283,342	$ 776,491	$ 6,430	$ (598,426)	$ 467,837
Gas tax	-	-	6,703	(6,703)	-
Parkland development fees	365,052	4,500	8,284	-	377,836
	$ 648,394	$ 780,991	$ 21,417	$ (605,129)	$ 845,673

6. Employee future benefits payable:

Employee future benefits payable consists of the following:

	2016	2015
Sick leave benefit plan (note 6 (b))	$ 338,663	$ 323,415
Health and dental (note 6 (c))	8,948,798	8,138,993
	$ 9,287,461	$ 8,462,408

(a) Pension:

Certain employees of the Municipality are eligible to be members of the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer pension plan. The plan provides defined pension benefits to employees based on their length of credited service and rates of pay. However, as OMERS does not segregate its pension assets and liabilities information by individual employer, there is not sufficient information to enable the Municipality to account for the plan as a defined benefit plan. At December 31, 2016, the OMERS plan is in a deficit position. Contributions rates for 2016 were 9.0% (2015 – 9.0%) for employee earnings below the year's maximum pensionable earnings and 14.6% (2015 – 14.6%) thereafter. During the year ended December 31, 2016, the Municipality contributed $570,430 (2015 - $554,725) to the plan. These contributions are the Municipality's pension benefit expense. No pension liability for this type of plan is included in the Municipality's Consolidated Statement of Financial Position.

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6. Employee future benefits payable (continued):

(b) Sick leave benefit plan:

The Municipality provides paid sick leave that can be carried forward up to a maximum of 65 days and employees may become entitled to a cash payment of one-half of the sick bank balance when they leave the Municipality's employment. The benefit costs and liabilities recorded in 2016 are based on an actuarial valuation prepared by an independent firm. The date of the last actuarial valuation was as of December 31, 2015, with extrapolation of the calculation to December 31, 2016. Information about the Municipality's sick leave benefit plan is as follows:

	2016	2015
Accrued benefit liability, January 1	$ 323,415	$ 304,876
Expense for the year:		
Current service cost	26,826	27,117
Interest	9,731	8,287
Amortization of actuarial losses (gains)	(9,276)	1,076
Benefits paid for the year	(12,033)	(17,941)
Accrued benefit liability, December 31	338,663	323,415
Unamortized actuarial losses (gains)	(40,063)	(49,338)
Obligation, December 31	$ 298,600	$ 274,077

The main actuarial assumptions employed for the valuations are as follows:

	2016	2015
Discount rate	3.30%	3.30%
Rate of compensation increase	3.00%	3.00%

A sick leave reserve has been established in the amount of $338,183 (2015 - $324,183).

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6. Employee future benefits payable (continued):

(c) Health and dental:

The Municipality pays certain benefits on behalf of its retired employees.

The Municipality provides life insurance, dental and health care benefits to certain employee groups after retirement until the members reach 65 years of age. In addition, the Municipality provides dental and health care benefits beyond age 65 until death for the union employees hired prior to March 31, 2010 and for management employees hired prior to January 9, 2007. The benefit costs and liabilities related to this plan are based on an actuarial valuation prepared by an independent firm. The date of the last actuarial valuation was as of December 31, 2015, with extrapolation of the calculation to December 31, 2016.

Information about the Municipality's health and dental plan is as follows:

	2016	2015
Accrued benefit liability, January 1	$ 8,138,993	$ 6,947,495
Expense for the year:		
Current service cost	570,051	598,186
Interest	330,637	367,026
Amortization of actuarial losses	10,736	333,309
Benefits paid for the year	(101,619)	(107,023)
Accrued benefit liability, December 31	$ 8,948,798	$ 8,138,993
Unamortized actuarial losses (gains)	(844,180)	(1,144,985)
Obligation, December 31	$ 8,104,618	$ 6,994,008

The main actuarial assumptions employed for the valuations are as follows:

	2016	2015
Discount rate	4.20%	4.40%
Rate of compensation increase:		
Dental	3.00%	3.00%
Health care:		
initial	8.00%	8.00%
ultimate reached in 2022	5.00%	5.00%

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7. Landfill post-closure liability:

Landfill #3 was closed in 1997 and requires care consisting of hauling and treating leachate for an indefinite period of time. Landfill #3 is the joint responsibility of the Municipality, the Town of Lakeshore and the City of Windsor. The site is administered by the Essex Windsor Solid Waste Authority.

	2016	2015
Landfill post-closure liability, January 1	$ 586,608	$ 580,552
Expense for the year:		
Interest	33,939	31,666
Amortization of actuarial losses	4,510	4,252
Amounts paid for the year	(26,403)	(29,862)
Landfill post-closure liability, December 31	598,654	586,608
Unamortized actuarial losses	182,367	234,662
Obligation, December 31	$ 781,021	$ 821,270

The main actuarial assumptions employed for the valuations are as follows:

	2016	2015
Discount rate	4.00%	4.20%
Annual growth rate	2.50%	2.50%

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8. Municipal debt:

(a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2016	2015
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $348,228 including interest at 3.78%, due December 2036	$ 9,712,333	$ 10,032,557
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $106,736 including interest at 4.71%, due December 2025	1,551,348	1,686,943
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $129,277 including interest at 3.65%, due December 2020	954,199	1,171,945
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $139,915 including interest at 3.89%, due December 2019	785,181	1,027,379
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $190,267 including interest at 4.76%, due December 2017	367,367	717,853
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $75,229 including interest at 4.76%, due December 2026	1,186,161	1,276,905
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $68,111 including interest at 4.95%, due December 2027	1,144,845	1,221,538
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $188,375 including interest at 4.55%, due December 2016	-	364,273
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $61,485 including interest at 5.62%, due December 2028	1,062,923	1,123,589
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $82,880 including interest at 4.87%, due December 2018	312,282	457,508
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $31,583 including interest at 4.77%, due December 2029	606,738	639,776

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8. Municipal debt (continued):

(a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following (continued):

	2016	2015
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $76,664 including interest at 2.16%, due December 2017	$ 150,879	$ 298,551
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of $26,241including interest at 4.40%, due December 2030	544,248	571,869
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $20,666 including interest at 3.59%, due December 2031	476,164	499,764
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $28,680 including interest at 2.69%, due December 2022	315,867	363,762
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $11,979 including interest at 3.41%, due December 2032	293,559	307,157
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $28,020 including interest at 1.76%, due December 2021	267,100	-
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $11,356 including interest at 2.79%, due December 2022	124,680	143,518
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $7,084 including interest at 1.50%, due December 2020	54,803	68,000
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of $2,651 including interest at 3.97% due December 2033	65,086	67,724
Tile Drain Loans – repayable in annual installments including interest from 6% to 8%, due in various amounts to December 2018	9,945	16,945
	19,985,707	22,057,556
The Municipality is contingently liable for the tile drain loans listed above. The responsibility for payment of principal and interest charges has been assumed by individual landowners	(9,945)	(16,945)
Net municipal debt at the end of the year	$ 19,975,762	$ 22,040,611

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8. Municipal debt (continued):

(b) Principal due on municipal debt reported in (a) is summarized as follows:

	Recoverable from taxes	Recoverable from benefiting landowners	Total
2017	$ 1,865,443	$ 235,206	$ 2,100,649
2018	1,561,284	85,985	1,647,269
2019	1,459,442	87,676	1, 547,118
2020	1,237,408	89,403	1,326,811
2021	1,028,481	76,946	1,105,427
	7,152,058	575,216	7,727,274
2022 – 2026	5,396,397	22,246	5,418,643
Thereafter	6,829,845	-	6,829,845
	$ 19,378,300	$ 597,462	$19,975,762

(c) The municipal debt in the name of the Municipality has received the approval of the Ontario Municipal Board or has been approved by the Council of the Municipality by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

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9. Accumulated surplus:

(a) Accumulated surplus consists of individual fund surplus (deficit) as follows:

	2016	2015
Surplus:		
Invested in tangible capital assets	$225,898,326	$224,696,121
Inventories	77,813	148,867
To be used to offset user charges and taxation	365,766	1,167,708
To be financed by user charges and municipal debt	(1,774,575)	(1,045,352)
Equity in EPC	9,685,624	9,142,624
Amounts to be recovered:		
Benefitting landowners	547,252	447,134
Vacation pay liability	(314,061)	(321,088)
Employee benefits payable	(9,228,063)	(8,403,010)
Landfill post-closure liability	(598,654)	(586,608)
Accrued interest on net long term liabilities	(56,300)	(61,100)
Municipal debt	(19,975,762)	(22,040,611)
Reserves and reserve funds (note 9 (b))	31,642,699	29,193,299
Total surplus	$236,270,065	$232,337,984

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9. Accumulated surplus (continued):

(b) Reserves and reserve funds consist of the following

	2016	2015
Reserves set aside for specific purposes by Council:		
Capital / lifecycle	$ 16,489,801	$ 15,304,556
Tax rate stabilization	3,185,849	2,452,438
Storm sewer	284,345	284,345
Working capital	218,200	106,900
Business improvement area	50,981	55,150
Sick and vacation leave	652,423	645,223
General	20,543	20,543
Arena program	-	15,000
Fire Education Awareness	8,945	8,945
Community Improvement Plan	151,525	40,000
Total reserves	21,062,612	18,933,100
Reserve funds set aside for specific purposes by Council:		
Water capital	9,999,586	9,327,007
Sanitary sewers	(1,104,902)	(1,073,731)
General capital	-	161,705
Post-retirement benefits	1,685,404	1,650,621
Recreation capital	-	194,597
Total reserve funds	10,580,087	10,260,199
Total reserve and reserve funds	**$ 31,642,699**	**$ 29,193,299**

10. Contingent liabilities:

During the normal course of operations, the Municipality is subject to various legal actions, including some which could be substantial. The settlement of the actions that can be reasonably estimated is not expected to have a material effect on the consolidated financial statements of the Municipality. Other legal actions may be at an early stage and therefore the likelihood and magnitude of impact cannot be reasonably determined.

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11. Contractual obligations:

(a) The former municipalities entered into agreements with the City of Windsor ("Windsor") whereby Windsor provides sewage treatment services to the Municipality at its Little River plant. In exchange for treatment services, the Municipality is responsible to the City of Windsor for a portion of debt charges associated with the Little River plant. Currently, there are no debt charges outstanding.

The Consolidated Statement of Financial Position does not reflect any assets or liabilities related to the Little River plant as the Municipality does not and will not have any ownership interest in the plant.

Included in the Consolidated Statement of Operations, are the following charges from the City of Windsor:

	2016	2015
Sewage treatment	$ 1,496,318	$ 1,425,193

(b) The Municipality has entered into various service agreements. The two largest relate to Waste Collection and The Solicitor General of Ontario ("Police Services"). The obligations under these contracts approximate $0.6M and $3.7M respectively in expenditures on an annual basis. The duration of these contracts is five years. The contract with Police Services can be terminated by either party with written notice of one year.

12. Trust funds:

The Municipality does not administer any trust funds and, as such, there are no trust funds included in these consolidated financial statements.

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13. Operations of School Boards and the County of Essex:

The taxation, other revenues and expenditures of the School Boards and the County of Essex are comprised of the following:

	2016	2015
Taxation and share of payments in lieu and rights of way:		
School Boards	$ 10,648,203	$ 10,641,129
County	12,908,975	12,614,060
	23,557,178	23,255,189
Requisitions	23,557,178	23,255,189
Over levy (under levy) for the year	$ -	$ -

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14. Budget:

The Financial Plan (Budget) By-Law adopted by Council on February 10, 6blic sector accounting standards"). The budget was prepared on a modified accrual basis while Canadian public sector accounting standards now require a full accrual basis. The budget figures anticipated using surpluses accumulated in previous years to reduce current year expenditures in excess of current year revenues to $nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. Subsequently Council approved a report from the Treasurer restating the Financial Plan (Budget) to conform with PSAB basis of accounting. As a result, the budget figures presented in the Consolidated Statements of Operations and change in net financial assets represent the Financial Plan adopted by Council on February 10, 2016 with adjustments as follows:

	2016	2015
Financial Plan (Budget By-Law surplus (deficit)) for the year	$ 2,630,796	$ 1,501,993
Add:		
Share of government business enterprises surplus	700,000	900,000
Employee future benefits expenditures	-	126,300
Landfill post-closure expenditures	32,000	36,000
Loss on sale of tangible capital assets	(314,282)	(906,027)
Capital expenditures	11,157,600	9,191,107
	11,575,318	9,347,380
Less:		
Accrued interest expense	(5,100)	2,400
Dividend from government business enterprise	400,000	400,000
Employee future benefits expense	876,000	1,326,300
Landfill post-closure expense	33,000	36,000
Amortization	6,960,384	6,453,452
	8,264,284	8,218,152
Budget surplus per Consolidated Statement of Operations	$ 5,941,830	$ 2,631,221

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15. Tangible capital assets:

The Consolidated Schedule of Tangible Capital Assets (Schedule 1) provides information on the tangible capital assets of the Town by major assets as well as accumulated amortization of the assets controlled. The reader should be aware of the following relating to tangible capital assets:

(a) Contributed capital assets:

The Town records all tangible capital assets contributed by an external party at fair value on the earlier of the date received or of the transfer of risk and responsibility. Typical examples are roadways, water and sewer lines installed by a developer as part of a subdivision agreement. Transfers recorded amounted to $98,000 (2015 - $98,740).

(b) Tangible capital assets recognized at nominal value:

Certain assets have been assigned a nominal value of one Canadian Dollar, because of the difficulty of determining a tenable valuation. These assets generally consist of small parcels of land acquired over seventy years ago.

(c) Works of art and historical treasures:

The town has been given and purchased a number of paintings and other pieces of artwork. Altogether, there are 35 pieces that were appraised at $96,000 in 2005. These pieces are insured for $100,000. These have not been capitalized.

(d) Capitalization of interest:

The Town has a policy of not capitalizing borrowing costs incurred when financing the acquisition of a tangible capital asset.

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15. Tangible capital assets (continued):

	2016	2015
General:		
Land	$ 22,469,179	$ 22,469,179
Land improvements	6,790,765	6,382,728
Buildings	27,492,469	28,365,927
Leasehold improvements	673,246	728,383
Equipment and vehicles	6,191,972	6,334,798
Computer	326,556	289,428
Furniture and fixtures	115,449	130,055
Infrastructure:		
Roads	61,787,765	60,844,607
Underground and other networks	94,533,359	93,708,258
Assets under construction	5,517,566	5,442,758
	$ 225,898,326	$ 224,696,121

16. Public Sector Salary Disclosure Act:

The Public Sector Salary Disclosure Act requires all municipalities to disclose which, if any, employees or officers received remuneration totaling more than $100,000 during the year.

Position	Name	Salary paid	Taxable benefits
Chief Administrative Officer	T. Haddad	$ 224,937	$ 42,259
Director Corporate Services & Clerk	L. Moy	137,935	1,555
Director Public Works	D. Piescic	137,935	1,555
Director Planning Services	B. Hillman	137,679	1,555
Director Financial Services & Treasurer	L. Gagnon	137,423	1,555
Director Parks & Recreation	P. Anthony	137,935	1,542
Director Information & Com Services	S. Fuerth	117,194	1,451
Manager Planning Services/Senior Planner	C. Jeffery	113,523	1,322
Director Fire Services & Fire Chief	D. Pitre	109,119	1,379
Manager Building Services	M. Voegeli	105,985	1,226
Manager Water Services	D. Berthiaume	104,959	1,225
Manager Roads & Fleet	K. McArdle	104,959	1,225
Deputy Treasurer & Tax Collector	T. Kitsos	101,721	1,195
Manager Engineering Services	P. Bartnik	101,447	1,256

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17. Segmented information:

The Town of Tecumseh is a diversified local municipal government that provides a wide range of services to its citizens, including police, fire, water, wastewater and parks and recreation. For management reporting purposes the Government's operations and activities are organized and reported by Fund. Funds were created for the purpose of recording specific activities to attain certain objectives in accordance with special regulations, restrictions or limitations. Town services are provided by departments and their activities are reported in these funds. Certain departments that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

(a) General government:

General government consists of three categories: governance, corporate management and program support. It includes offices of Council, Chief Administrative Officer, Information Technology, Financial and Clerk Services.

(b) Protection to persons and property:

Protection is comprised of Fire, Police, Conservation Authority and Protective Inspection and Control. The mandate of the Police Services department is to ensure the safety of the lives and property of citizens; preserve peace and good order; prevent crimes from occurring; detect offender; and enforce the law. Conservation Authority includes the Town's share of the Essex Region Conservation Authority. The Fire Service department is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. Protective Inspection and Control ensures an acceptable quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-law for the protection of occupants.

(c) Transportation:

The Public Works department is responsible for the delivery of municipal public works services to the planning, development and maintenance of roadway systems, snow clearing and removal and street lighting.

(d) Environmental:

Includes water, wastewater as well as garbage collection and disposal. The department provides drinking water to citizens of Tecumseh, collecting and treating wastewater, and providing collection and disposal of waste. Recycling is provided at the County level.

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17. Segmented information (continued):

(e) Social and Family:

It provides the Town's share of the Golden Age Club operations.

(f) Recreational and cultural:

The department provides public services that responds to citizens' leisure and cultural requirements. Facilities include a wide variety of parks plus a twin pad arena, pool and various community facilities.

(g) Business Improvement Area (BIA):

The BIA, a geographic area of the municipality, has a board of management which is an organization set up to provide business promotion and improvement functions. A BIA allows local business people and property owners to join together and with the support of the municipality, organize, finance and carry out physical improvement and promote economic development in their district. The local municipality is the body responsible for approving the budget of the BIA.

(h) Planning and development:

The Planning and Development department facilitates the orderly growth of the Town through approval to all land development plans in accordance with the Official Plan.

For each reported segment, revenues and expense represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. The General Revenue Fund reports on municipal services that are funded primarily by taxation such as property and business tax revenues. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on the Fund's net surplus. Certain government transfers, transfer from other funds, and other revenues have been apportioned based on a percentage of budgeted expenses. The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in note 1. For additional information see the Consolidated Schedule of Segmented Disclosure (Schedule 2).

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Tangible Capital Assets

Schedule 1

Year ended December 31, 2016

	General							Infrastructure			Totals	
	Land	Land improvements	Buildings	Leasehold improvements	Equipment / vehicles	Computer	Furniture and fixtures	Roads	Underground and other networks	Assets under construction	2016	2015
Cost:												
Balance, beginning of year	$ 22,469,179	$ 9,346,556	$ 39,199,575	$ 1,206,298	$ 11,495,611	$ 1,216,243	$ 307,981	$ 110,890,841	$ 137,456,865	$ 5,442,758	$ 339,031,907	$ 334,053,159
Add: Additions during the year	-	775,946	219,477	-	721,499	134,137	11,225	3,499,988	3,069,813	4,776,570	13,208,655	31,366,214
Less: Disposals during the year	-	4,439	23,863	-	341,038	190,642	109,519	702,927	289,172	-	1,661,600	3,513,676
Other	-	45,269	-	-	-	-	-	(45,269)	-	(4,701,762)	(4,701,762)	(22,873,790)
Balance, end of year	22,469,179	10,163,332	39,395,189	1,206,298	11,876,072	1,159,738	209,687	113,642,633	140,237,506	5,517,566	345,877,200	339,031,907
Accumulated amortization:												
Balance, beginning of year	-	2,963,828	10,833,648	477,915	5,160,813	926,816	177,926	50,046,234	43,748,606	-	114,335,786	110,419,446
Add: amortization	-	412,046	1,088,349	55,138	836,919	92,488	25,831	2,252,568	2,112,220	-	6,875,559	6,505,779
Less: accumulated amortization on disposals	-	4,439	19,277	-	313,632	186,122	109,519	442,802	156,679	-	1,232,470	2,589,439
Other	-	1,132	-	-	-	-	-	(1,132)	-	-	-	-
Balance, end of year	-	3,372,567	11,902,720	533,053	5,684,100	833,182	94,238	51,854,868	45,704,147	-	119,978,875	114,335,786
Net book value of tangible capital assets	$ 22,469,179	$ 6,790,765	27,492,469	$ 673,245	$ 6,191,972	$ 326,556	$ 115,449	$ 61,787,765	$ 94,533,359	$ 5,517,566	$ 225,898,325	$ 224,696,121

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2016

2016	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
Revenues:									
Property taxes	$ 2,950,552	$ 5,274,751	$ 5,383,934	$ 4,599,750	$ 18,879	$ 2,383,930	$ 106,249	$ 489,634	$ 21,207,679
Government transfers	41,852	214,365	1,497,730	304,460	23,810	572,301	1,034	74,943	2,730,495
User charges	203,388	783,111	243,911	8,992,513	1,938	1,597,483	8,664	93,543	11,924,551
Capital contributions	-	6,183	155,025	893,378	-	95,543	-	201,707	1,351,836
Investment income	146,688	162,165	65,132	227,011	1,005	90,493	994	18,319	711,807
Penalties and interest on property taxes	87,113	133,983	53,813	32,817	830	71,118	-	15,135	394,809
Income from government business enterprise	212,627	327,029	131,347	80,102	2,026	173,587	-	36,942	963,660
Gain (loss) on disposal of tangible capital assets	-	(4,874)	(246,880)	(132,493)	-	28,484	-	-	- (355,763)
Other	-	35,000	-	-	-	32,582	-	-	67,582
	3,642,220	6,931,713	7,284,012	14,997,538	48,488	5,045,521	116,941	930,223	38,996,656
Expenses:									
Wages and benefits	2,733,763	1,634,581	1,219,653	1,409,405	-	2,027,691	53,522	525,610	9,604,225
Interest on municipal maintenance	-	-	343,868	158,964	-	375,233	-	-	878,065
Office supplies and equipment maintenance	201,995	19,121	6,679	34,481	1,530	15,083	6,161	4,534	289,584
Memberships	17,202	4,961	12,639	1,390	-	3,454	741	3,599	43,986
Conventions and training	55,775	19,895	7,129	29,705	-	15,126	1,143	14,901	143,674
Maintenance materials and supplies	22,515	70,546	818,588	141,165	803	436,706	-	-	1,490,323
Purchases for resale	-	-	-	1,424,208	-	45,089	-	-	1,469,297
Maintenance	9,468	101,629	325,117	286,103	-	182,193	-	-	904,510
Contract services	12,438	4,047,465	1,331,726	3,334,752	1,197	67,752	-	652,846	9,448,176
Professional	664,611	26,731	220,325	252,059	5,505	72,789	814	431,234	1,674,068
Vehicle and equipment leases	1,848	-	-	-	-	720	-	-	2,568
Utilities	35,622	51,820	365,996	213,865	6,907	362,826	-	3,230	1,040,266
Insurance	86,997	55,265	76,898	121,425	5,587	86,621	-	-	432,793
Grants and donations	15,500	-	-	118,603	21,000	-	-	3,470	158,573
Amortization	133,732	286,137	2,546,911	2,878,701	8,570	1,020,842	-	666	6,875,559
Other	84,343	30,781	23,503	55,833	-	135,441	58,729	54,119	442,749
Financial	31,610	48,617	19,527	16,128	301	44,484	-	5,492	166,159
	4,107,419	6,397,549	7,318,559	10,476,788	51,400	4,892,050	121,110	1,699,701	35,064,575
Annual surplus (deficit)	$ (465,199)	$ 534,164	(34,547)	$ 4,520,750	$ (2,912)	$ 153,471	$ (4,169)	$ (769,478)	$ 3,932,081

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THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2016

2015	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
Revenues:									
Property taxes	$ 3,339,410	$ 5,864,550	$ 4,894,952	$ 4,512,511	$ 16,514	$ 2,079,206	$ 117,836	$ 397,109	$ 21,222,088
Government transfers	17,717	182,695	1,449,826	765,265	23,304	75,583	1,140	386,893	2,902,423
User charges	386,076	841,247	144,671	8,297,110	1,352	1,534,835	8,924	76,973	11,291,188
Capital contributions	-	-	201,951	1,231,748	-	132,184	-	590,959	2,156,842
Investment income	184,709	179,472	58,281	217,548	893	79,841	1,144	17,156	739,044
Penalties and interest on property taxes	90,059	172,171	55,911	35,338	857	70,257	-	16,458	441,051
Income from government business enterprise	166,508	318,323	103,372	65,335	1,585	129,897	-	30,429	- 815,449
Gain (loss) on disposal of tangible capital assets	(5,467)	(7,821)	(309,084)	(319,407)	-	(124,699)	-	-	(766,478)
Other	-	-	98,740	31,454	-	51,571	-	-	181,765
	4,179,012	7,550,637	6,698,620	14,836,902	44,505	4,028,675	129,044	1,515,977	38,983,372
Expenses:									
Wages and benefits	2,673,581	1,492,521	1,317,685	1,434,548	-	1,988,941	59,938	536,695	9,503,909
Interest on municipal debt	-	-	365,213	225,456	-	387,003	-	20,275	997,947
Office supplies and equipment maintenance	185,108	19,066	6,931	30,623	-	9,646	10,486	4,074	265,934
Memberships	16,922	4,953	7,319	1,680	-	3,537	473	2,925	37,809
Conventions and training	62,011	17,366	8,953	15,643	-	16,657	1,292	15,341	137,263
Maintenance materials and supplies	14,045	62,005	333,153	147,998	2,439	417,110	-	-	976,750
Purchases for resale	-	-	-	1,331,628	-	40,544	-	-	1,372,172
Maintenance	4,716	99,542	231,556	326,962	1,939	215,432	-	-	880,147
Contract services	12,438	4,649,804	1,192,385	3,715,078	-	136,698	-	590,168	10,296,571
Professional	566,387	15,959	90,660	108,155	-	31,917	5,778	529,482	1,348,338
Vehicle and equipment leases	1,900	-	-	-	-	720	-	-	2,620
Utilities	32,170	45,901	379,490	165,776	6,188	311,395	-	1,854	942,774
Insurance	72,442	53,724	75,159	113,091	5,354	82,273	-	-	402,043
Grants and donations	10,510	-	-	2,400	21,000	1,916	-	-	35,826
Amortization	138,698	319,270	2,431,860	2,625,175	5,869	983,802	-	1,105	6,505,779
Other	78,067	21,135	23,097	53,190	-	141,635	57,935	37,989	413,048
Financial	55,870	106,492	34,582	37,147	530	55,275	-	10,180	300,076
	3,924,865	6,907,738	6,498,043	10,334,550	43,319	4,824,501	135,902	1,750,088	34,419,006
Annual surplus (deficit)	$ 254,147	$ 642,899	200,577	$ 4,502,352	$ 1,186	$ (795,826)	$ (6,858)	$ (234,111)	$ 4,564,366

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Presentation to Tecumseh Town Council

June 27, 2017

TOURISM WINDSOR ESSEX PELEE ISLAND

Gordon Orr, Chief Executive Officer
Lynnette Bain, Vice President, Tourism Programs & Development
Kris Racine, Director, Marketing & Special Events

VISION, MISSION & MANDATE

Vision: Windsor Essex Pelee Island will be a top of mind regional tourism destination in Ontario offering authentic and diverse visitor experiences.

Mission: We are a tourism industry collaborative committed to enhancing the region's economy and quality of life through:

- *Supporting industry development and individual operators*
- *Effectively marketing our destination*
- *Actively facilitating partner engagement*

Mandate: The core functions of Tourism Windsor Essex Pelee Island in building a united tourism industry are:

ORGANIZATIONAL GOVERNANCE

BOARD OF DIRECTORS

Executive Team

Mayor Nelson Santos - Chair
Councillor Irek Kusmierczyk – Vice-Chair
Scott Fischburg – Caesars Windsor – Director-At-Large
Gordon Orr – Secretary-Treasurer

Directors

Mayor Drew Dilkens
Warden Tom Bain
Mayor Rick Masse
Mayor John Paterson
Councillor Rino Bortolin
Suzanne Dajczak – North 42 Degrees Estate Winery
Danielle Stuebing – Essex Region Conservation Authority
Adriano Ciotoli – Windsor Eats

2016-2020 STRATEGIC PLAN

Growing the Tourism Industry and Visitor Experiences

Maximizing Key Industry Partnerships and Relationships

Building our Capacities to Support the Tourism Industry

2016 YEAR-IN-REVIEW

Awards:

- Winner of the Ontario Culinary Tourism Experience Award
- Winner of the Motorcities National Heritage Area's 2016 Award of Excellence in Tourism
- Finalist for the Ontario Culinary Tourism Leadership Award

Destination Development:

- Workshops
  - Birding Tourism
  - Two-Wheeled Tourism
  - Trip Advisor
  - Social Media

TOURISM windsor essex PELEE ISLAND

2016 PROGRAM LAUNCHES

Barrels, Bottles & Brews Trail

Regional Tourism Committee

Waterfront Trail – Pelee Island

Honourable Eleanor McMahon
Minister of Tourism, Culture and Sport

TOURISM windsor essex PELEE ISLAND

2016 YEAR-IN-REVIEW

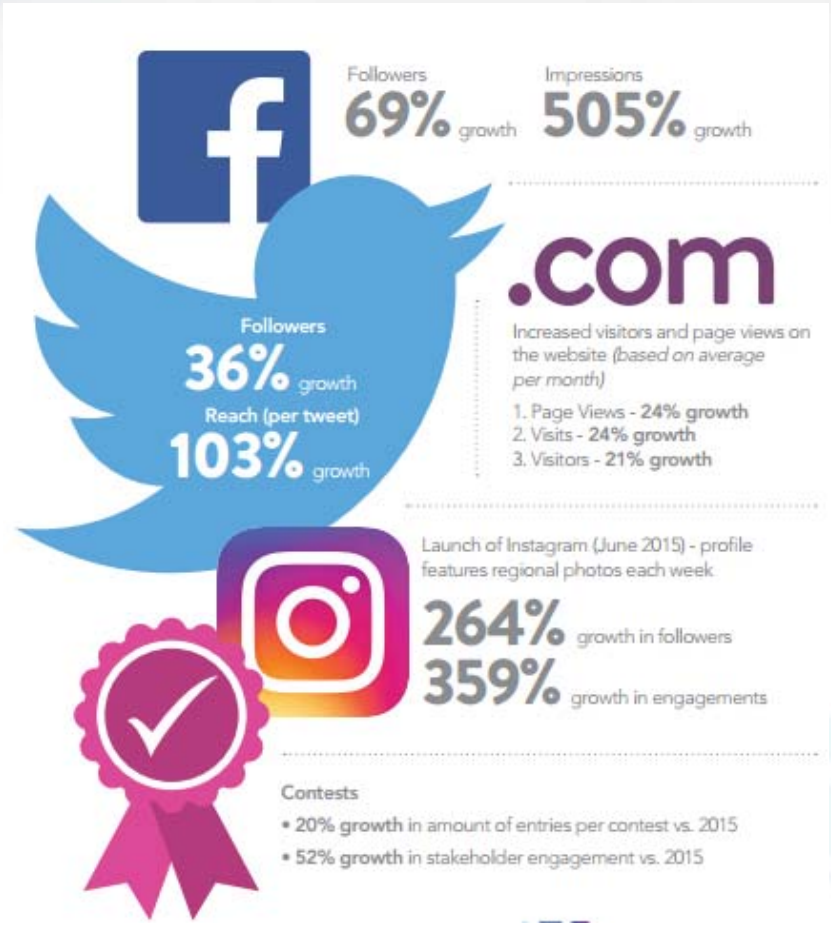
Event Development:

- Canadian Society of Professional Event Planners Conference
- CARHA Hockey World Cup
- Association of Municipalities Ontario Annual Conference
- FINA World Swimming Championships (25m)

Marketing:

- 60 days/60 reasons
- Best of Windsor Essex Campaign
- Windsor Essex Staycation Giveaway

2016 YEAR-IN-REVIEW



TOURISM windsor essex PELEE ISLAND

CANADA 150 CELEBRATIONS

ONTARIO 150

CANADA 150 CELEBRATIONS

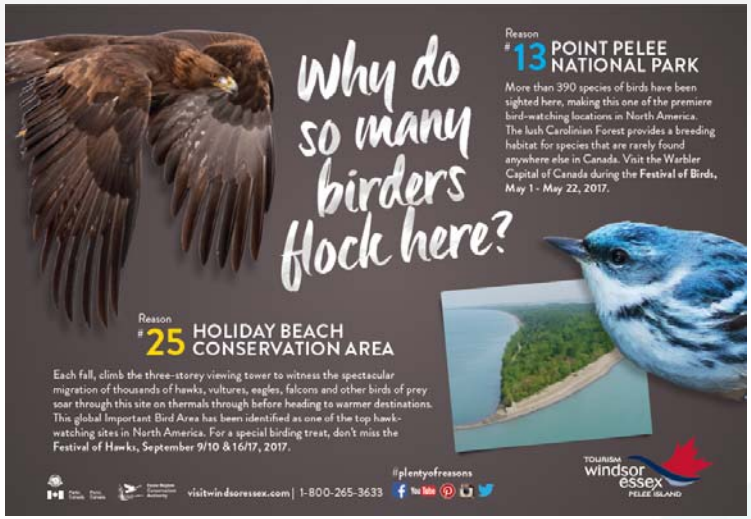
WE150.ca website & #WE150

- Serves as a hub to gather information on Canada 150 celebrations
- Discusses our place in Canadian history:
  - Black History
  - Automotive History
  - Prohibition
  - War of 1812

Offers event information searchable by community to showcase the patriotic spirit in all the municipalities in our region

ARTS & CULTURE
Cultural Districts/Arts Initiatives
OUTDOOR ADVENTURE
Two Wheel Adventures/Waterfront
2017/2018
MARKETING PLAN
& DESTINATION
DEVELOPMENT
STRATEGY
FOOD & DRINK
Culinary & Wine, Bottles & Brews
ENTERTAINMENT
Gaming/Events/Shopping
TOURISM
windsor
essex
PELEE ISLAND

2017/2018 MARKETING PLAN & DESTINATION DEVELOPMENT STRATEGY



Campaign Creative: "Reasons"

- Encapsulates our many diverse offerings in a clear, concise and captivating way.
- We use rich storytelling "snapshots", with engaging photography and direct testimonial-style copy.

TOURISM windsor essex PELEE ISLAND

2017/2018 MARKETING PLAN & DESTINATION DEVELOPMENT STRATEGY

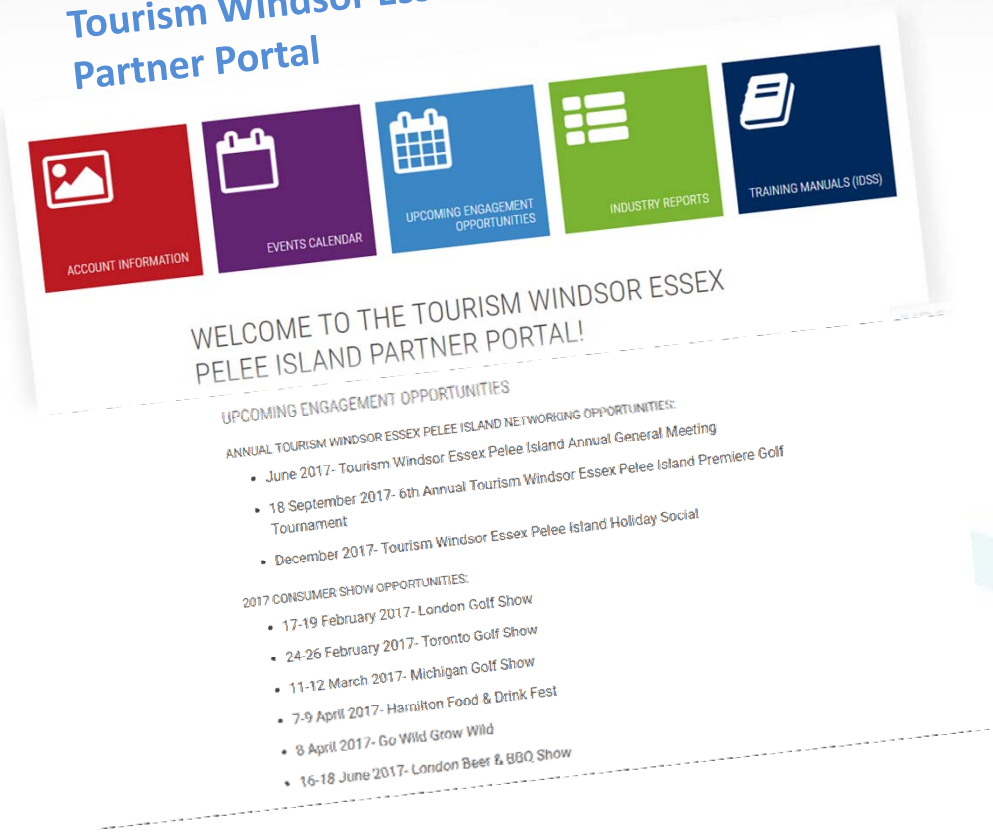
U.S. Cross Border Initiative

- Campaign Creative: Plenty of Reasons
- Focused mainly on digital and social
- The campaign starts in August and runs through Q3 & Q4.
- $100,000 in total buy
- Received $30,000 Tourism Industry Partners Program (TIPP) grant from OTMPC
- Have secured participation from:
  - Adventure Bay / Chimczuk Museum
  - Caesars Windsor
  - EPIC Wineries
  - Sunray Hotel Group
  - Windsor Crossing
  - Windsor Essex Economic Development Corporation

Sample Creative

2017 STAKEHOLDER INITIATIVES

Tourism Windsor Essex Pelee Island Partner Portal



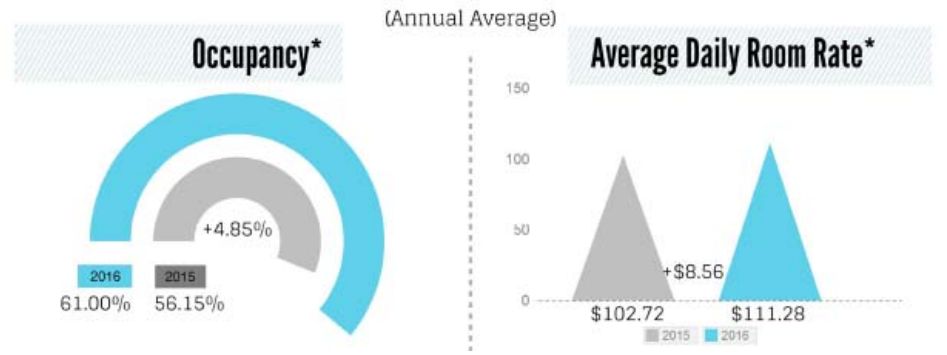
Windsor Essex Coffee Trail

YEAR OVER YEAR FIGURES

2015 vs 2016

Hotel Stats:

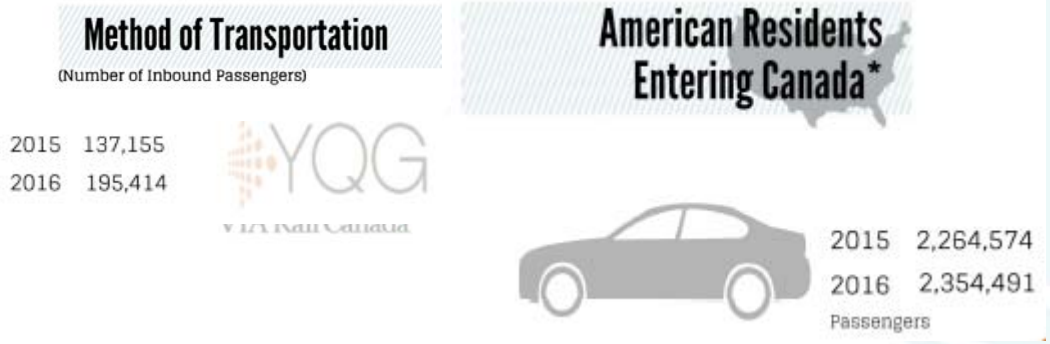
4.85%



$8.56

Industry Stats

42.5%



3.97%

TOURISM windsor essex PELEE ISLAND

YEAR OVER YEAR FIGURES

2015 vs 2016

Website Statistics

2015	2016
Total Unique Visitors: 210,602	Total Unique Visitors: 260,520
Total Visits: 255,700	Total Visits: 317,408
Total Page Views: 689,796	Total Page Views: 837,467
Average Pages per Visit: 2.76	Average Pages per Visit: 2.63
Average Time Spent per Visit: 2:06	Average Time Spent per Visit: 2:02

21.4%
Page Views

Social Media*

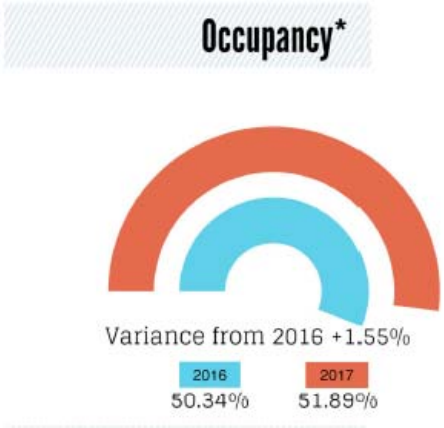
2015	2016	
4,830 Followers Reach of 937 per post	8,172 Followers Reach of 6,055 per post	69%
4,633 Followers Reach of 561 per tweet	6,302 Followers Reach of 588 per tweet	36%
456 Followers Reach of 17 per picture	1,658 Followers Reach of 34 per picture	264%

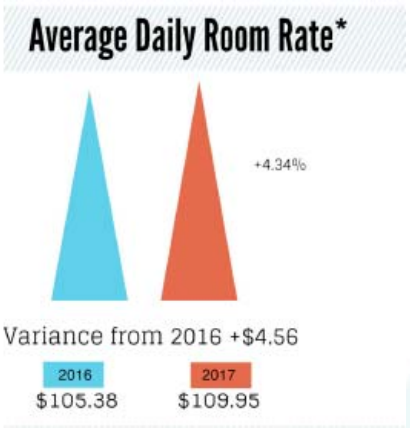
YEAR OVER YEAR FIGURES

Q1 - 2016 vs 2017

Hotel Stats

1.55%





$4.56

YEAR OVER YEAR FIGURES

Q1 - 2016 vs 2017

Website Statistics

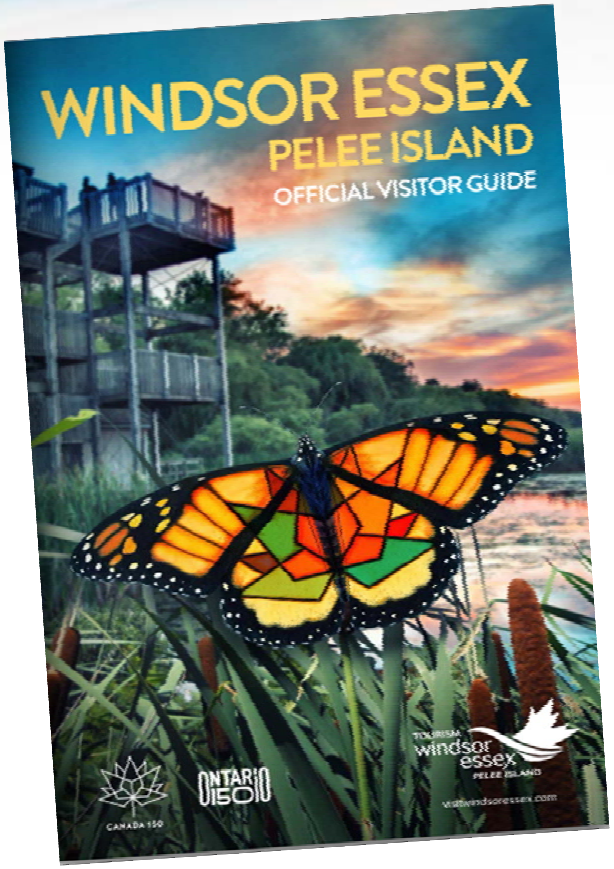
2016	2017
Total Unique Visitors: 43,452	Total Unique Visitors: 57,765
Total Visits: 52,868	Total Visits: 71,293
Total Page Views: 144,993	Total Page Views: 199,643
Average Pages per Visit: 2.76	Average Pages per Visit: 2.82
Average Time Spent per Visit: 2:17	Average Time Spent per Visit: 2:04

32.9%
Unique Visitors

Social Media

2016	2017	
5,404 Followers Reach of 4,118 per post	8,985 Followers Reach of 7,871 per post	66%
4,990 Followers Reach of 622 per tweet	6,683 Followers Reach of 602 per tweet	34%
690 Followers Reach of 25 per picture	2,011 Followers Reach of 45 per picture	191%

2017/2018 OFFICIAL VISITOR GUIDE



Stakeholders/Partners:

- 88 page book includes 241 listings and 61 advertisements

Distribution:

- Ontario Travel Information Centres, targeted Tourist Information Outlets in Ontario, Michigan and Ohio
- Provided to all stakeholders & meetings/conventions
- 95,000 print quantity

TOURISM windsor essex PELEE ISLAND

TWEPI CELEBRATES JUNE AS TOURISM MONTH

Key activities:

- Video highlighting Tourism Month
- Ontario's Tourism Week at the OTIC Open House
- TWEPI Annual General Meeting
- We Heart Local campaign launch
- Sponsor of the Chamber of Commerce After Business event
- Launch EPIC Wine Country's new 18.67 wine
- Social Media promotion of WE150.ca, particularly during the lead into Canada Day.

AGM
Annual General Meeting

W.E. LOCAL

TOURISM windsor essex PELEE ISLAND

2017 ANNUAL GENERAL MEETING

AGM

Annual General Meeting

Thursday, June 8 2017
12 pm – 2 pm
Capitol Theatre

Lunch and networking followed by the business portion of the meeting hosted by Tourism Windsor Essex Pelee Island Board Chair Mayor Nelson Santos and Tourism Windsor Essex Pelee Island CEO Gordon Orr.

Guest Speakers

Honourable Eleanor McMahon
Minister of Tourism, Culture and Sport

Beth Potter
President & CEO
Tourism Industry Association of Ontario

2017 GOLF TOURNAMENT

THANK YOU

Questions?

Ministry of Citizenship and Immigration

Ontario Honours and Awards Secretariat
400 University Avenue, 4th Floor
Toronto ON M7A 2R9

Ministère des Affaires civiques et de l'Immigration

Secrétariat des distinctions et prix de l'Ontario
400, avenue University, 4e étage
Toronto ON M7A 2R9

Ontario

May 9, 2017

Ms. Laura Moy
The Corporation of The Town of Tecumseh, Director Corporate Services & Clerk
917 LESPERANCE RD
TECUMSEH, ON N8N1W9

Dear Ms. Moy,

I am pleased to enclose your **2017 Ontario Senior of the Year certificate for Kenneth Coulson.**

Please have the **Head of Council** sign in the allotted section of the certificate.

I encourage you to arrange a special presentation for your recipient during Seniors' Month in June and showcase how he or she has made your community a better place to live! Visit ontario.ca/seniorsmonth to post your event online and get resources, including a sample proclamation for Seniors' Month. This year's theme is "Living Your Best Life."

Thank you for taking the time to recognize an outstanding senior in your community.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email:	ontariohonoursandawards@ontario.ca
Phone:	416-314-7526
Toll-free:	1-877-832-8622
TTY:	416-327-2391

Sincerely,

Vanessa Chan
Program Lead (Acting)

Enclosure

42-054A

CITY OF ST. CATHARINES

Legal and Clerks Services

Office of the City Clerk
PO Box 3012, 50 Church Street
St. Catharines, ON L2R 7C2

Phone: 905.688.5600
Fax: 905.682.3631
TTY: 905.688.4TTY (4889)

May 18, 2017

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

Sent via email: justin.trudeau@parl.gc.ca

Re: Resolution – Canada's 150th Birthday – Request to Waive Taxes
Our File No. 35.11.2

Please be advised that the Council of the City of St. Catharines, at its regular meeting held on May 8, 2017, gave consideration to a motion from the Township of Adjala - Tosorontio, with regard to their request to waive the taxes payable on purchase of a Canadian flag or Canada 150th Anniversary flag.

The Mayor and Members of Council passed the following motion, Moved by Councillor Britton:

> "That Council support the resolution from the Township of Adjala – Tosorontio, regarding the waiving of taxes on the purchase of a Canadian flag or Canada 150 Anniversary Flag for Canada's 150th Birthday, and forward our support to the Government of Canada and back to the originating township; and
>
> That staff contact all Niagara MP's to inquire if their offices provide flags to residents for free; and
>
> That all Canadian Flags are made in Canada. FORTHWITH"

Should you have any questions, please do not hesitate to contact me at extension 1506.

Bonnie Nistico-Dunk

cc Township of Adjala-Tosorontio (email)
Hon. Kathleen Wynne, Premier (email)
Ontario Municipalities (email)

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario

ISSUE DATE: May 31, 2017 **CASE NO(S).:** PL160967

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Emile Nabbout
Subject:	By-law No. 2016-67
Municipality:	Town of Tecumseh
OMB Case No.:	PL160967
OMB File No.:	PL160967
OMB Case Name:	Nabbout v. Tecumseh (Town)

PROCEEDING COMMENCED UNDER subsection 17(36) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

Appellant:	Perry Burford
Subject:	Proposed Official Plan Amendment No. 14
Municipality:	Town of Tecumseh
OMB Case No.:	PL160967
OMB File No.:	PL161195

Heard: May 3, 2017 in Tecumseh, Ontario

APPEARANCES:

Parties	**Counsel*/Representative**
Perry Burford, Emile Nabbout, and Judy Wellwood-Robson	E. Nabbout and J. Wellwood-Robson
Del Duca Industrial Park Ltd.	J. Goldberg*
Town of Tecumseh	E. Hooker*

MEMORANDUM OF ORAL DECISION DELIVERED BY S. JACOBS ON MAY 3, 2017 AND ORDER OF THE BOARD

[1] This was the first pre-hearing conference ("PHC") concerning appeals by Emile Nabbout and Perry Burford (the "Appellants") of the Town of Tecumseh's (the "Town") passing of Zoning By-law Amendment 2016-67 (the "ZBA") and Official Plan Amendment No. 14 (the "OPA"). The ZBA and OPA are intended to allow development of an industrial business park at the north east corner of 8th Concession and North Talbot Road. Mr. Nabbout and Mr. Burford appealed the ZBA and the OPA to the Ontario Municipal Board (the "Board") pursuant to s. 34(19) and s. 17(36), respectively, of the *Planning Act*, R.S.O. 1990, c. P.13, as amended (the "Act").

[2] During the PHC, the Board clarified the intended status of the Appellants, who submitted with their appeals the names of several residents who were authorizing them to represent them in the appeal. Mr. Nabbout, Mr. Burford, and, on consent of the parties, Judy Wellwood-Robson, will have party status. Mr. Nabbout and Ms. Wellwood-Robson will represent an unincorporated residents' group, the Friends of Oldcastle Development ("FOOD"). Several members of this group were put forward as potential participants in the hearing. Ms. Wellwood-Robson indicated that their participation will need to be confirmed, pending the Board's scheduling of the hearing. On consent of the parties, the Board directed that the names of these potential participants should be included in the Procedural Order (the "PO").

[3] Based on the discussions at the PHC, the Board orders that the hearing will be scheduled for **four days**, commencing on **Tuesday, November 14, 2017** at **10 a.m.**:

Municipal Building (Tecumseh)
917 Lesperance Road
Tecumseh, ON N8N 1W9

Mr. Hooker will make the necessary room arrangements with the Town, and no further notice is required.

[4] The Board reviewed the draft PO and Issues List prepared by the parties, and provided direction on the Issues List. The Board provided additional direction on the Issues List during a telephone conference call ("TCC") held on May 26, 2017. The parties submitted to the Board, subsequent to the TCC, the PO and Issues List included here as Attachment "A".

[5] The Board orders that the PO set out as Attachment A to this Order shall be in full force and effect for the purposes of governing the required procedure leading up to and including the hearing scheduled to commence on November 14, 2017.

[6] I am not seized.

"S. Jacobs"

S. JACOBS
MEMBER

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

ONTARIO MUNICIPAL BOARD

PROCEEDING COMMENCED UNDER subsection 34(19) of the *Planning Act,* R.S.O. 1990*,* c. P.13, as amended

Appellant:	Emile Nabbout
Subject:	Zoning By-Law Number 2016-67
Municipality:	Town of Tecumseh
OMB Case No.:	**PL 160967**
OMB File No.:	**PL 160967 and PL161195**

PROCEEDING COMMENCED UNDER subsection 17(36) of the *Planning Act,* R.S.O. 1990*,* c. P.13, as amended

Appellant:	Perry Burford
Subject:	Proposed Official Plan Amendment No. 14
Municipality:	Town of Tecumseh
OMB Case No.:	**PL160967**
OMB File No.:	**PL161195**
OMB Case Name:	Nabbout v. Tecumseh (Town)

PROCEDURAL ORDER

The Board orders that:

[1] The Board may vary or add to this Order at any time either on request or as it sees fit. It may amend this Order by an oral ruling or by another written Order.

Organization of the Hearing

[2] The hearing will begin on Tuesday, November 14, 2017 at 10:00 a.m. at 917 Lesperance Rd. - Tecumseh, Ontario, N8N 1W9 in the Town of Tecumseh. An evening session may be held during the course of the hearing. The scheduling of the evening session, if confirmed by the Board, will be determined at the commencement of the hearing.

[3] The length of the hearing will be four days. The length of the hearing may be

shortened as issues are resolved or settlement is achieved.

[4] The parties and participants identified at the prehearing conference are listed in Attachment 1 to this Order.

[5] The Issues are set out in the Issues List attached as Attachment 2. There will be no changes to this list unless the Board permits it. A party who asks for changes may have costs awarded against it.

[6] The order of evidence shall be as listed in Attachment 3 to this Order. The Board may limit the amount of time allocated for opening statements, evidence in chief (including the qualification of witnesses), cross- examination, evidence in reply and final argument. The length of written argument, if any, may be limited either on consent or by Order of the Board.

Requirements Before the Hearing

[7] All parties and participants (or their representatives) shall provide a mailing address, email address, and telephone number to the Board. Any such person who retains a representative (legal counsel or agent) subsequent to the prehearing conference must advise the other parties and the Board of the representative's name, mailing address, email address and phone number.

[8] A party who intends to call witnesses, whether by summons or not, shall provide to the Board, the other parties and to the municipal Clerk a list of the witnesses and the order in which they will be called. This list must be delivered by Friday, September 29, 2017. For expert witnesses, a party is to include a copy of the curriculum vitae and the area of expertise in which the witness is proposed to be qualified.

[9] Expert witnesses in the same field retained by parties adverse in interest (if any), shall have a meeting before the hearing to try to resolve or reduce the issues for the hearing. In such event, these experts must prepare a list of agreed facts and the remaining issues to be addressed at the hearing, and provide this list to all of the parties and the municipal Clerk.

[10] An expert witness shall prepare an expert witness statement, that shall include: an acknowledgement of expert's duty form, the area(s) of expertise, any reports prepared by the expert, and any other reports or documents to be relied on at the hearing. Copies of this must be provided as in section [13]. Instead of a witness statement, the expert may file his or her entire report if it contains the required information. If this is not done, the Board may refuse to hear the expert's testimony.

[11] A participant must provide to the Board and the parties a participant statement by Friday, October 13, 2017, or the witness or participant may not give oral evidence at the hearing.

[12] Expert witnesses who are under summons but not paid to produce a report do not have to file an expert witness statement; but the party calling them must file a brief outline of the expert's evidence and his or her area of expertise, as in section [13].

[13] On or before Friday, October 13, 2017, the parties shall provide copies of their witness and expert witness statements to the other parties. The parties shall make reasonable efforts to prepare a Joint Document Book to be filed with the Board on the first day of the hearing. A paper copy of any document proposed to be entered into evidence or relied upon shall be provided at the hearing unless ordered otherwise by the presiding Member.

[14] On or before Monday, October 30, 2017 the parties shall provide copies of their visual evidence to all of the other parties. If a model is proposed to be used the Board must be notified before the hearing. All parties must have a reasonable opportunity to view it before the hearing.

[15] Parties may provide to all other parties a written response to any written evidence within 14 days after the evidence is received.

[16] A person wishing to change written evidence, including witness statements, must make a written motion to the Board in accordance with the Board's Rules [34 to 38].

[17] A party who provides the written evidence of a witness to the other parties must have that witness attend the hearing to give oral evidence, unless the Board and the parties are notified Tuesday, November 7, 2017 that the written evidence is not part of their record.

[18] Documents may be delivered in person, by courier, by facsimile or registered or certified mail, by email or otherwise as the Board may direct. The delivery of documents by fax and email shall be governed by the Board's Rules [26 – 31] on this subject. Material delivered by mail shall be deemed to have been received five business days after the date of registration or certification.

[19] No adjournments or delays will be granted before or during the hearing except for serious hardship or illness. The Board's Rules 61 to 65 apply to such requests.

This Member is [not] seized. So orders the Board.

ATTACHMENT 1

Parties

The Corporation of the Town of Tecumseh

Mr. Edwin Hooker
Wolf Hooker Professional Corporation
Suite 100 - 72 Talbot St. North
Essex, Ontario N8M 1A2

Tel: 519-776-4244
Fax: 519-776-7277
Email: ehooker@wolfhooker.com

Del Duca Industrial Park Ltd.

Ms. Mary-Ann Keefner
SHIBLEY RIGHTON LLP Barristers & Solicitors
2510 Ouellette Avenue, Suite 301
Windsor, Ontario N8X 1L4

Tel: 519.561.7409
Fax: 519.969.8045
Email: mary-ann.keefner@shibleyrighton.com

Perry Burford - Appellant
5360 Oldcastle Road
Oldcastle ON. N0R 1L0
Tel: 519-737-6424
Email: p.burford1@sympatico.ca

Emile Nabbout - Appellant
5480 North Talbot Road, R,R,
Maidstone, ON, N0R 1K0
Tel: 519-737-6069
Email: emilenabbout@gmail.com

Judy Wellwood-Robson – Representative

5370 Oldcastle Road
Oldcastle ON. N0R 1L0
Tel: 519-737-6295
Email. Judyrobson7@msn.com

Participants

Chris Lanoue 3796 Castlewood Oldcastle ON N0R 1L0 737-0921
clanoue@uwindsor.ca

Kevin McCarthy 5500 Sexton Sideroad Maidstone ON N0R 1L0 999-6273
kevinmccarthy36@hotmail.com

Wendy Pulleyblank Cunningham 38 Cranberry Crt Essex ON N8M 3G5 890-9120
play.n.pray@hotmail.com

Sherri Lucier 5339 N Talbot Rd, Maidstone ON N0R 1K0 737-7631
sherri.lucier@publicboard.ca

Carl White 5381 Oldcastle Rd, Oldcstle ON N0R 1L0 737-6655
whtief@hotmail.com

Stacey Weston 5575 N Talbot Rd, Maidstone ON N0R 1K0 737-9946
malibustacey24@hotmail.com

Jack & Luanne Weston 5649 n Talbot Rd, Maidstone ON N0R 1K0 737-1878
jackwestonsr@yahoo.ca

Jim Weston 5425 N Talbot Rd, Maidstone ON N0R 1K0 818-6108
jcweston2@gmail.com

Mario & Amelia Conciatori 5466 N Talbot Rd, Maidstone ON N0R 1K0 737-6898
mconciat@yahoo.com

Bob & Marlene Dupuis 5355 Oldcastle Rd, Oldcastle ON N0R 1L0 737-6565
mdupuis56@gmail.com

Mark & Linda Shafer 5790 N Talbot Rd, Oldcastle ON N0R 1K0 737-6515
shafer1@sympatico.ca

Luciano & Mary Sovran 5365 Oldcastle Rd, Oldcastle ON N0R 1L0 737-1238
ds.sovran@sympatico.ca

Susan Rau 4595 Hwy #3 Maidstone ON N0R 1K0 737-6542
srau@hotmail.com

Participant list is to be confirmed at the commencement of the hearing.

ATTACHMENT 2

ISSUES LIST

The identification of an issue does not mean that all parties agree that such issue, or the manner in which the issue is expressed, is appropriate or relevant to the determination of the Board at the hearing. The extent to which these issues are appropriate or relevant to the determination of the Board at the hearing will be a matter of evidence and argument at the hearing.

1.1 INDUSTRIAL ONLY PLAN - Given the Towns bias towards a singular land use designation (Industrial) for the Oldcastle Hamlet, the texture of the Hamlet will evolve as determined by the "Industrial only Development View of The Town of Tecumseh Planning Department". There is no evidence that the subject lands (hereinafter "the Del Duca Lands or "the Lands") were considered for a residential designation. This singular planning direction advocated by the Town of Tecumseh Planning Department has not been the subject of any analysis or reports that would afford the Council of the Town of Tecumseh a fair opportunity to represent the public interest and to choose a more balanced and holistic development direction for the Hamlet. Failure to properly plan for diverse and balanced growth in the Oldcastle Hamlet Community will lead to the death of the community making the Hamlet a victim of its own "Industrial" success.

1.2 A HAMLET SECONDARY PLAN – (which has never been conducted) is needed in advance of Official Plan Amendment No. 14 to the Sandwich South Official Plan and the corresponding Zoning By-law Amendment By-law 2016, since these amendments apply to a sensitive area where significant development is to take place. It is fundamental, to first adapt and implement the objectives, policies, land use designations and overall planning approach of the Town of Tecumseh's New Official Plan to fit within local contexts. Local development policies unique to the Oldcastle Hamlet that will guide growth and change in the area must be established first. A secondary plan (which has been the precedent procedure set for growth in other hamlets of the Town of Tecumseh) would promote the desired type and form of physical development, guided by public and private investment on all the lands designated in the Sandwich South OP as "Hamlet Development."

1.3 LIMITED RESIDENTIAL LAND - Due to the unregulated industrial growth within the Hamlet boundaries, there are limited lands available for future housing developments. Presently, no lands have been designated for "Residential Development". There are no reports that vision balanced sustainable growth for the Hamlet.

1.4 TRADITIONALLY USED FOR HOUSING - The agricultural zoned lands with the broad designation of "Hamlet Development," in the Town of Tecumseh's Official Plan were used for regulated residential growth.

1.5 COUNCIL UNADVISED - By passing By-law 2016-66, amendment No. 14 to the Sandwich South Official Plan, the Town has established that the Lands are to be designated "Business Park". Given, that the original designation was "Hamlet Development," a designation which does not envision any future specific land use, Council should have been afforded the opportunity to choose amongst the range of possible designations.

1.6 LESS LAND AVAILABLE FOR RESIDENTIAL DEVELOPMENT - By passing zoning By-law 2016-67 on the 13th day of September 2016, amending the Sandwich South Zoning By-law No. 85-18, changing the zoning from "Agricultural Zone (A) to "Holding Industrial Zone (H) M1, 21.6 hectare (53.4 acre) situated on the north-east corner of the 8th Concession/North Talbot Road intersection, a large parcel of land was removed from the limited available lands for future residential growth.

1.7 HOLDING INDUSTRIAL ZONE (H) M1 - The Town has placed the Lands into a Business Park designation while zoning the Lands "Industrial" as opposed to the softer "Business Park Zone". The Zoning of the Lands into the more intense "Industrial Zone" and the options available for the zoning of the Lands was not the subject of any report to Council and hence the zoning designation and the resulting change in planning direction was made solely at the discretion of the Planning Department.

1.8 PREDETERMINING THE USE OF THE SUBJECT LANDS FOR INDUSTRIAL DEVELOPMENT - The Planning Department by predetermining the use of the subject lands for industrial development submitted bias reports to council enabling them from making an informed decision. (i.e., Both Planning Reports, No. 18/16, July 6, 2016 & No. 26/16, September 6, 2016) paraphrase the Essex County Official Plan. They leave out the reference to there being limited opportunities for residential lands in the Hamlet of Oldcastle, and that the Local Official Plan is instructed to place the lands in their appropriate designation by the Essex County OP.)

1.9 PREMATURE OPA OF THE TOWNS NEW LOCAL OP - The OPA is premature of the Towns new Local OP and as such the new local OP process shall be the vehicle by which the lands in the Hamlet of Oldcastle designated Primary Settlement Area are placed into the appropriate OP designations and implemented via the corresponding Holding Zone By-Laws. No Local OPA's shall be considered until the new Local OP process is completed. The completion of the new local OP is suggested to be completed within 2 years of the approval of the County OP (section4.4 of the County OP).

A secondary plan process may be used concurrent with the on-going

preparation of the new Local OP.

1.10 PLANNING REPORT DID NOT MAINTAIN AND COMMUNITY IDENTITY - Final Planning Report did not adequately address the goals of the local OP 3.8.1 i) and ii) – To maintain and strengthen their community Identity.

1.11 A MEANINGFUL SAY DENIED (BILL 73) - The residents of The Oldcastle Hamlet feel that the actions taken by The Town of Tecumseh are premature of the preparation of a Secondary Plan that would provide a basis for the orderly, sustainable and diverse growth and development of our community and are clearly not taken in the best interest of and for the greatest common good of our settlement area. The amendments to the OP and Zoning By-Laws, passed by our Council, will eliminate the Residential option (that has not been adequately explored) resulting in a disconnect between the residential nodes of the Hamlet, trigger the demise of our Rural Hamlet Community. Information provided to Council by the Town's Planning Department removed viable options (Residential) for the development of the Hamlet from Council's consideration. The options for the development of the Hamlet should only have been narrowed by the informed choice of Council as a function of open and constructive dialogue in accordance with the vision of Bill 73 and section 3.2.4 i) i) of the County OP.

1.12 Traffic: With this current road classification, Appellant maintains that:

a) residents already struggle with the amount of traffic in the area;
b) area is already dangerous for children and families to walk on the street, cross to Weston Park or to the Ciacaro community club ;
c) road infrastructure is classified for light vehicle and is not suitable for heavy equipment or trucks.
d) the area doesn't have sidewalks or bike lanes for easy passage of community living.

1.13 Impact on the residential component – noise, pollution, and health.

1.14 Industrial impact on Weston Park

ATTACHMENT 3

ORDER OF EVIDENCE

1. Town of Tecumseh - non-opinion background evidence
2. Appellants
3. Participants
4. Applicant
5. Town of Tecumseh
6. Reply Evidence of Appellants

Purpose of the Procedural Order and Meaning of Terms

Prehearing conferences usually take place only where the hearing is expected to be long and complicated. If you are not familiar with the hearing process you should prepare by obtaining the Guide to the Ontario Municipal Board, and the Board's Rules, from the Board Information Office, 15th Floor, 655 Bay Street, Toronto, M5G 1E5, 416-212-6349, or from the Board website at *www.elto.gov.on.ca*.

The parties should discuss the draft Procedural Order before the prehearing conference and identify the issues and the process they propose the Board order following the prehearing. The Board will hear submissions about the content of the Procedural Order at the prehearing.

Meaning of terms used in the Procedural Order:

Party is an individual or corporation permitted by the Board to participate fully in the hearing by receiving copies of written evidence, presenting witnesses, cross-examining the witnesses of the other parties, and making submissions on all of the evidence. If an **unincorporated group** wishes to become a party, it must appoint one person to speak for it, and that person will become the party and assume the responsibilities of a party as set out in the Procedural Order. Parties do not have to be represented by a lawyer, and may have an agent speak for them. The agent must have written authorisation from the party.

Participant is an individual, group or corporation, whether represented by a lawyer or not, who may attend only part of the proceeding but who makes a statement to the Board on all or some of the issues in the hearing. At the hearing, a participant may be asked questions by the parties about their statements. Participants do not normally receive notice of a mediation or conference calls on procedural issues and cannot ask for costs, or review of a decision as parties can.

Written and Visual Evidence: Written evidence includes all written material, reports, studies, documents, letters and witness statements which a party or participant intends to present as evidence at the hearing. These must have pages numbered consecutively throughout the entire document, even if there are tabs or dividers in the material. **Visual evidence** includes photographs, maps, videos, models, and overlays which a party or participant intends to present as evidence at the hearing. If a model forms part of the evidence, photographs of the model shall also be filed.

Witness Statements:

A witness statement or a participant statement is a short written outline of the person's or group's background, experience and interest in the matter; a list of the issues which he or she will discuss and the witness' or participant's position on those issues; and a list of reports that the witness or participant will rely on at the hearing.

An **expert witness statement** should include his or her (1) name and address, (2) qualifications, acknowledgement of the expert's duty, and specific area(s) of expertise, (3) a list of the issues to be addressed, (4) the witness' opinions on those issues and the

complete reasons for the opinions and (5) a list of reports that the witness will rely on at the hearing.

The Procedural Order will set out when and how witness statements are to be exchanged.

Additional Information

Summons: A party may ask the Board to issue a summons. This request must be made before the time that the list of witnesses is provided to the Board and the parties. (See Rules 45 and 46 on the summons procedure.) An affidavit may be requested indicating how the witness' evidence is relevant to the hearing. If the Board is not satisfied from the affidavit, it will require that a motion be heard to decide whether the witness should be summoned.

The order of examination of witnesses: is usually direct examination, cross-examination and re-examination in the following way:

direct examination by the party presenting the witness;
direct examination by any party of similar interest, in the manner determined by the Board;
cross-examination by parties of opposite interest;
re-examination by the party presenting the witness; or
another order of examination mutually agreed among the parties or directed by the Board.

Role of Participants: Participants are identified at the start of a prehearing or at the start of a hearing. Participant statements should be filed with the Board and the parties in accordance with the direction set out in the Board's Procedural Order. If a participant does not attend the hearing and only files a written statement, the Board may not give it the same attention or weight as submissions made orally. The reason is that parties cannot ask further questions of a person if they merely file the material and do not attend.

Item# 9.4

The United Counties of Leeds and Grenville

Resolution No. CC- 040 -2017
Date: April 20, 2017

Moved by Joe Baptista

Seconded by Doug Malanka

WHEREAS the 400 series of highways travels through municipalities within Leeds and Grenville; and

WHEREAS there is an ever growing amount of truck traffic that travels on these highways along with an ever increasing amount of dangerous goods that are transported on those trucks; and

WHEREAS it has been identified that high rates of speed during inclement weather events have contributed to accidents in our region including the recent accident that resulted in a chemical spill; and

WHEREAS a policy of speed reduction during severe storms has been successfully deployed in other North American jurisdictions and has reduced traffic incidents.

NOW THEREFORE BE IT RESOLVED THAT the Council of the United Counties of Leeds and Grenville hereby ask that the Ministry of Transportation of Ontario look at measures to reduce speed and enforce these speed reductions on 400 series highways when severe storm conditions exist; and

FURTHER THAT this motion be sent to separated municipalities, counties and cities that have 400 series highways that travel through their region for endorsement and

FURTHER THAT this motion be brought to the Leeds and Grenville Joint Services Committee for endorsement.

Carried ✓ Defeated ____

R. Jones

Robin Jones, Warden

County of Essex

Office of the Manager, Planning Services

William J. King, AMCT, MCIP, RPP
Manager, Planning Services

June 9, 2017

VIA EMAIL ONLY

Town of Tecumseh
Attention: Ms. Laura Moy, Clerk
917 Lesperance Road
Tecumseh, ON N8N 1W9

Re: Official Plan Amendment No. 38 – Town of Tecumseh Official Plan
11957 Tecumseh Road
Town of Tecumseh
File No.: 37-OP-2017-002

Dear Ms. Moy:

Please find attached a Notice of Decision regarding the above noted application.

Should you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

WILLIAM J. KING, AMCT, MCIP, RPP
Manager, Planning Services

Enclosure

c.c. Brian Hillman
MMAH

360 Fairview Ave. West, Essex, Ontario N8M 1Y6; Phone: 519-776-6441, Ext. 1329; Fax 519-776-4455
TTY 1-877-624-4832; E-mail: bking@countyofessex.on.ca

File No.: 37-OP-2017-002
Municipality: Town of Tecumseh
Subject Lands: 11957 Tecumseh Road

Date of Decision: June 9, 2017
Date of Notice: June 9, 2017
Last Date of Appeal: June 29, 2017

NOTICE OF DECISION

With respect to an Official Plan Amendment
Subsection 17(35) and 21 of the Planning Act

A decision was made on the date noted above to approve Amendment No. 38 to the Official Plan for the Town of Tecumseh, as adopted by By-law 2017-31. The approval authority considered all submissions received on this application, the effect of which helped the approval authority make an informed decision.

Purpose and Effect of the Official Plan Amendment

The purpose of Official Plan Amendment No. 38 is to introduce a site-specific policy pertaining to the General Commercial land use designation for the property at 11957 Tecumseh Road that would allow for a five-storey condominium apartment building on the northerly portion of the lot comprising 43 dwelling units and one live-work unit. An associated 65-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. Additionally, any development on the property must be designed in such a way as to accommodate 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. A copy of the decision is attached.

When and How to File An Appeal

Any appeal to the Ontario Municipal Board must be filed with the County of Essex no later than 20 days from the date of this notice as shown above as the last date of appeal.

The appeal should be sent to the attention of the Manager, Planning Services at the address shown below and it must,

(1) Include a completed ***Appellant Form (A1) Planning Act*** available from the OMB website www.elto.gov.on.ca/omb/forms, and
(2) be accompanied by the fee prescribed under the Ontario Municipal Board Act in the amount of $300.00, payable by certified cheque or money order to the Minister of Finance.

Who Can File An Appeal

Only individuals, corporations or public bodies may appeal the decision of the County of Essex to the Ontario Municipal Board. An appeal may not be filed by an unincorporated association or group. However, an appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

When the Decision is Final

The decision of the County of Essex is final if a Notice of Appeal is not received on or before the last date of appeal noted above.

Getting Additional Information

Additional information about the amendment, including a complete version of the amendment, is available for public inspection during regular office hours at the County of Essex at the address noted below or from the Town of Tecumseh.

Mailing Address for Filing a Notice of Appeal:

County of Essex
360 Fairview Avenue West
Essex, ON N8M 1Y6

Submit notice of appeal to the attention of:

William King, Manager – Planning Services
Tel: (519) 776-6441, Ext. 1329
Fax: (519) 776-4455

DECISION

With respect to Official Plan Amendment # 38
Official Plan for the Town of Tecumseh
Subsection 17(34) of the Planning Act

I hereby approve Amendment # 38 to the Official Plan for the Town of Tecumseh, as adopted by By-Law 2017-31.

Dated at Essex, Ontario this 9th of June, 2017

ORIGINAL SIGNED

William J. King, MA, MCIP, RPP
Manager, Planning Services
County of Essex

From: POWERS Kevin -STAKEREL
Sent: June-14-17 1:26 PM
To: Laura Moy
Subject: Ensuring a Safe, Permanent Solution to Manage Nuclear Waste

Laura Moy, Director, Corporate Services & Clerk
Town of Tecumseh
Tecumseh, ON

June 14, 2017

Dear Laura Moy,

For 40 years, nuclear generation has provided about half of Ontario's electricity. This reliable and affordable power comes with the critical responsibility of safely storing the waste produced. Over the past 13 years, Ontario Power Generation (OPG) has studied and consulted on the creation of a Deep Geologic Repository (DGR), a safe, permanent solution for Ontario's low- and intermediate-level nuclear waste.

This letter outlines our plans for the long-term management of Ontario's nuclear waste. We are working with provincial and federal regulators to develop a solution that ensures the safety of all communities.

Our long-term disposal strategy ensures the environment will be protected. We encourage you, your municipality and the residents you serve to visit these resources about OPG's DGR:

- Input from Scientists
- Site Characteristics Naturally Isolate and Contain the Waste
- Protecting Lake Huron

Currently, low- and intermediate-level waste is stored in warehouses and in-ground containers at the Bruce nuclear site. Although we could continue to securely store the waste like this, we have a responsibility to future generations to find a long-term solution.

That's why, with the support of the Municipality of Kincardine and technical experts, we have proposed the creation of a DGR. Years of research have provided scientific evidence indicating this site is ideally suited for isolating the waste.

We would like the opportunity to answer questions you may have about the DGR and discuss what it will mean for your municipality and its residents.

If you are interested in speaking with me or a subject matter expert, I will be happy to arrange an individual briefing.

I look forward to hearing from you.

Best regards,
Kevin Powers
Director, Public Affairs, OPG Nuclear

THIS MESSAGE IS ONLY INTENDED FOR THE USE OF THE INTENDED RECIPIENT(S) AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, PROPRIETARY AND/OR CONFIDENTIAL. If you are not the intended recipient, you are hereby notified that any review, retransmission, dissemination, distribution, copying, conversion to hard copy or other use of this communication is strictly prohibited. If you are not the intended recipient and have received this message in error, please notify me by return e-mail and delete this message from your system. Ontario Power Generation Inc.

New Tecumseth
Alliston · Beeton · Tottenham

Clerks/Administration Department
Administration Centre
10 Wellington St. E.
Alliston, ON L9R 1A1

Web Address: www.newtecumseth.ca
Email: clerk@newtecumseth.ca
Phone: 705-435-3900
or 905-729-0057
Fax: 705-435-2873

May 30, 2017

Via Email

To: All Municipal and Regional Councils of Ontario

Dear Sir/Madam:

Re: Ontario Carbon Tax

Please be advised that Council adopted the following motion at their meeting of May 29, 2017;

> Whereas the Provincial Government passed legislation known as the Climate Change Mitigation and Low-Carbon Economy Act, 2016, S.O.2016, c.7 including Reg. 144/16 The Cap and Trade Program and Reg. 143/16 Quantification, Reporting and Verification of Greenhouse Gas Emission;
>
> And whereas on January 1, 2017 the Province of Ontario adopted a cap-and trade carbon pricing system which provides for the inclusion of a carbon fee for users of products derived from carbon based fuels;
>
> And whereas the terms of an Ontario Energy Board ruling stated that the carbon fee will be included in the "delivery" line of natural gas bills and not listed separately;
>
> Be it resolved that the Council of the Town of New Tecumseth requests the government of Ontario insist that all bills from companies supplying products derived from carbon based fuels, including but not limited to, products such as natural gas, propane, hydro, gasoline and furnace oil, to Ontario residents show the carbon fee/tax on a separate line of the bill;
>
> And further that the Province of Ontario be required to annually report to Ontario Citizens on the proceeds of the carbon tax;

And further that this resolution be forwarded to the Premier, the Minister of Energy, MPP Jim Wilson, AMO and all Municipal and Regional Councils in Ontario requesting their support.

Yours truly,

Cindy Anne Maher, CMO
Clerk/Director of Administration Services

The Corporation of The
Town of Amherstburg

May 26, 2017 VIA EMAIL

Corporation of the County of Essex
360 Fairview Ave W
Suite 202
Essex, ON N8M 1Y6

Dear Essex County Council,

On April 10th, 2017, Amherstburg Town Council received a presentation from Bruce Krauter, Chief, Essex Windsor EMS, regarding an overview of EMS Services.

Following the presentation, Council passed (2) motions as listed below:

Resolution # 20170410-637 - *"That Administration BE DIRECTED to request a report from Essex County to see if there is a way to alleviate the differences municipalities pay for EMS services."*

Resolution # 20170410-638 - *"That Administration BE DIRECTED to send a letter to Essex County Council to review the current EMS services and provide the funding necessary to improve the areas that are in need and that the letter be sent to all municipalities and local members of Parliament."*

Regards,

Tammy Fowkes
Deputy Clerk

cc: Bruce Krauter – Chief, Essex Windsor EMS
Taras Natyshak – MPP, Essex
Tracey Ramsey – MP, Essex
Ontario Municipalities

Attached: EMS Presentation to Amherstburg Town Council

Essex Windsor EMS

Town of Amherstburg

EWEMS Background

- EWEMS is a 24 hour a day, 365 days a year operation
- The Essex Windsor EMS responded to over 103,000 requests for service or coverage in 2016, comprised of ~58,000 patient contacts which ~39,000 patient transports.
- Essex Windsor EMS has 12 stations, 38 ambulances, 12 emergency response vehicles and other support vehicles ands trailers.

Regional Emergency Service

- EWEMS is the only Emergency Service that serves all of Essex County, City of Windsor and Pelee Island under one operation.

- Request for service and assignment of requests are handled by one Dispatch Centre, which is the Central Ambulance Communications Centre (CACC), operated by the MoHLTC

- EWEMS does not recognize municipal borders; our vehicles complete ambulance calls in the city, the county and any other municipality as directed by CACC

Staffing

- 270 Paramedics
  - 234 Primary Care Paramedics (PCP)
  - 36 Advanced Care Paramedics (ACP)
  - 168 Full Time
  - 102 Part Time
- Managers
  - 11 District Chiefs
  - 2 Captains
  - 3 Deputy Chiefs
  - 1 Administration Manager
  - 2 Administrative Assistants
  - 1 Fleet /Logistics Manager
- Support Staff
  - 2 Clerk schedulers
  - 2 Logistics technicians
  - 1 Fleet technician

Paramedic Training/Skills

- Primary Care Paramedic (PCP)
  - 2 years community college
  - Provincial certification exam – Advanced Emergency Medical Care Assistant
  - Annual recertification by Base Hospital Medical Director
- Advanced Care Paramedic (ACP)
  - Must first qualify as a PCP
  - 1 year of additional college didactic training
  - Weeks of hospital rotations thru ER, Critical Care areas, Operating Room
  - Weeks of field placement and consolidation with an ACP preceptor
  - Successful completion of provincial certification exam

Paramedic Regulators

London Health Sciences Centre

Caring for You. Innovating for the World.®

Ministry of Health and Long Term Care

Staffing

- Staffing is matched to call volume by hour of the day & day of the week
- Mix of 8, 10 & 12 hour shifts
- Varied start/stop times with day shifts starting at 0600, 0630, 0700, 0800, 1000 & 1100 hrs and night shifts at 1800, 1830 and 1900 hrs

Staffing

Peak Staffing

- Windsor 11 ambulances/ 1 ERU
- LaSalle 2 ambulances
- Tecumseh 2 ambulances
- Lakeshore1 ambulance
- Essex 1 ambulance/1 ERU
- Kingsville 1 ambulances
- Leamington 2 ambulances
- Harrow 1 ambulance
- **Amherstburg 2 ambulance**
- Pelee Island 1 ambulance

- TOTAL 24 Ambulances, 2 ERU's

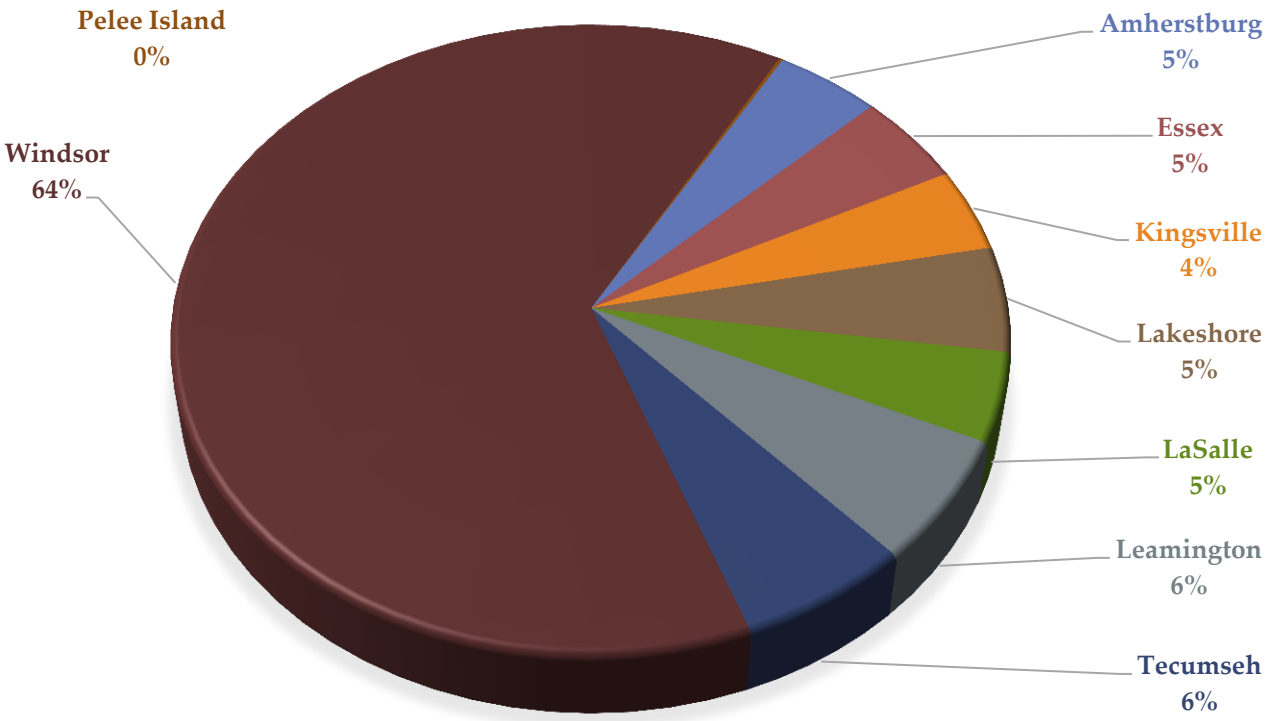
Minimum Staffing

- Windsor 6 ambulances/1 ERU
- LaSalle 2 ambulance
- Tecumseh 2 ambulances
- Lakeshore1 ambulance
- Essex 1 ambulance/ 1 ERU
- Kingsville 1 ambulance
- Leamington 2 ambulance
- Harrow 1 ambulance
- **Amherstburg 1 ambulance**
- Pelee Island 1 ambulance

- TOTAL 18 Ambulances, 2 ERU

Station Locations

2016 Call Distribution

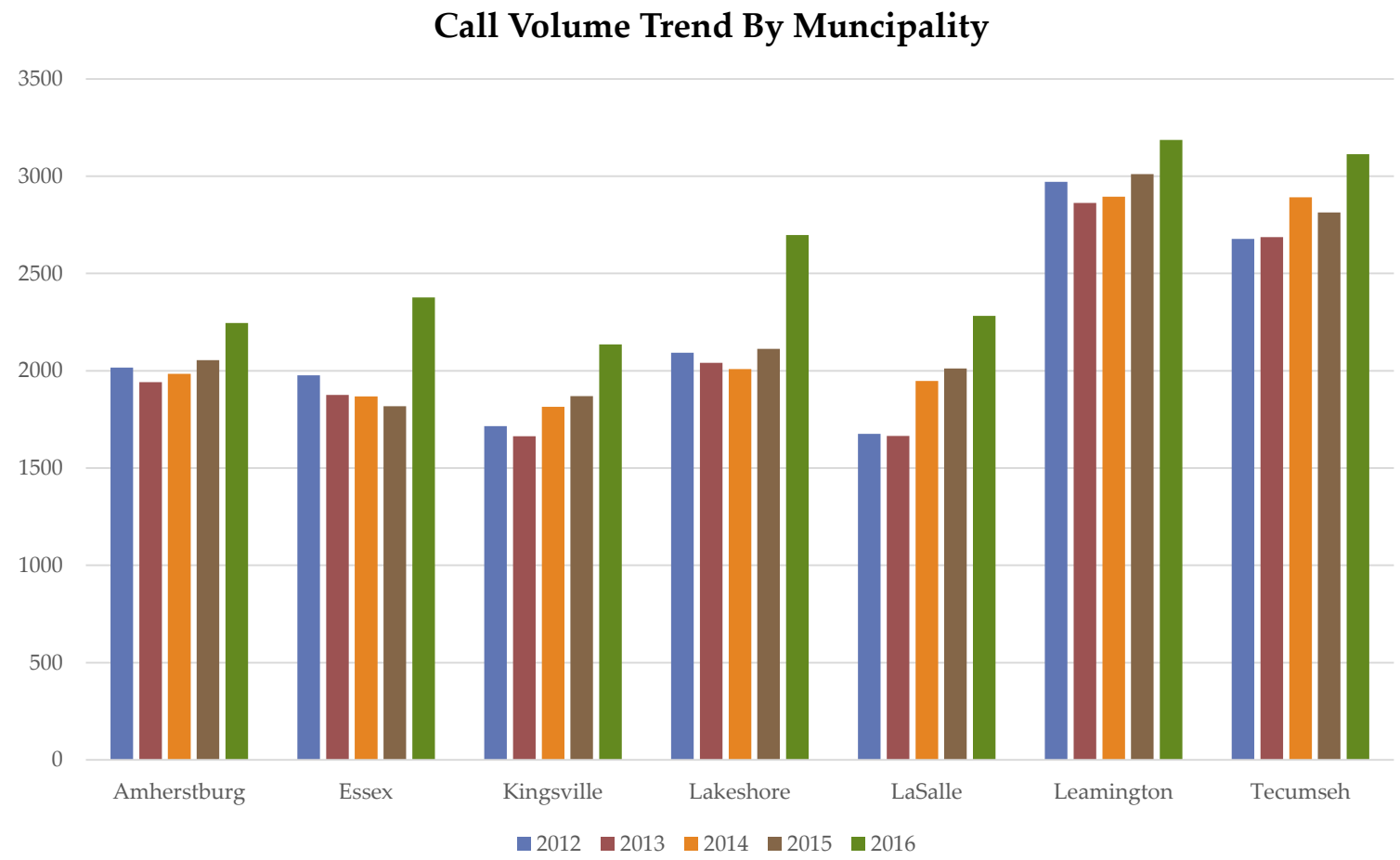


Funding

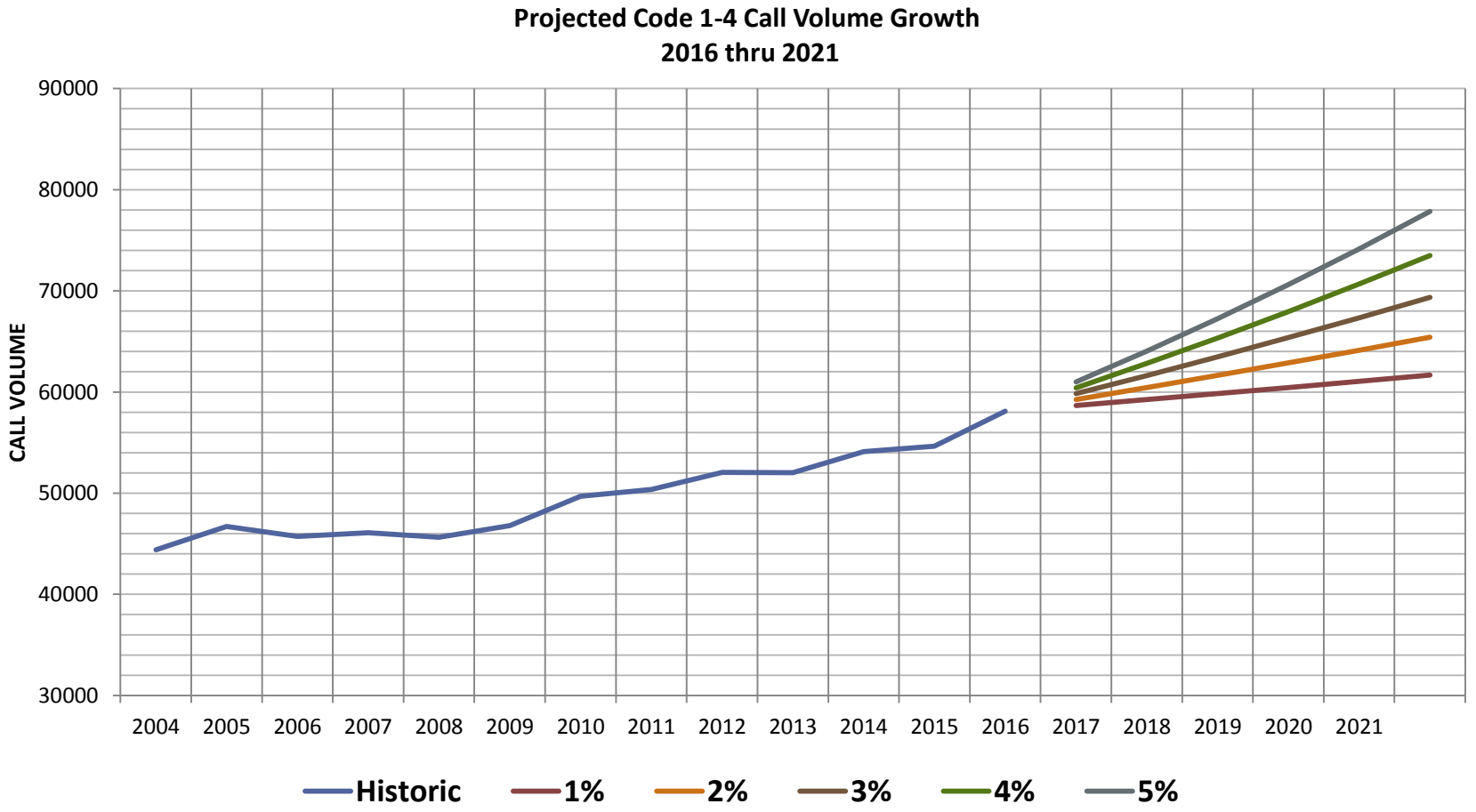
Funding Share

Municipal Share % Allocation	ACTUAL 2016 Wgt Assess	EST 2017 Wgt Assess
City of Windsor	51.544%	51.266%
Township of Pelee	0.294%	0.286%
Total recovery-service partners	51.838%	51.552%
County Responsibility	48.162%	48.448%

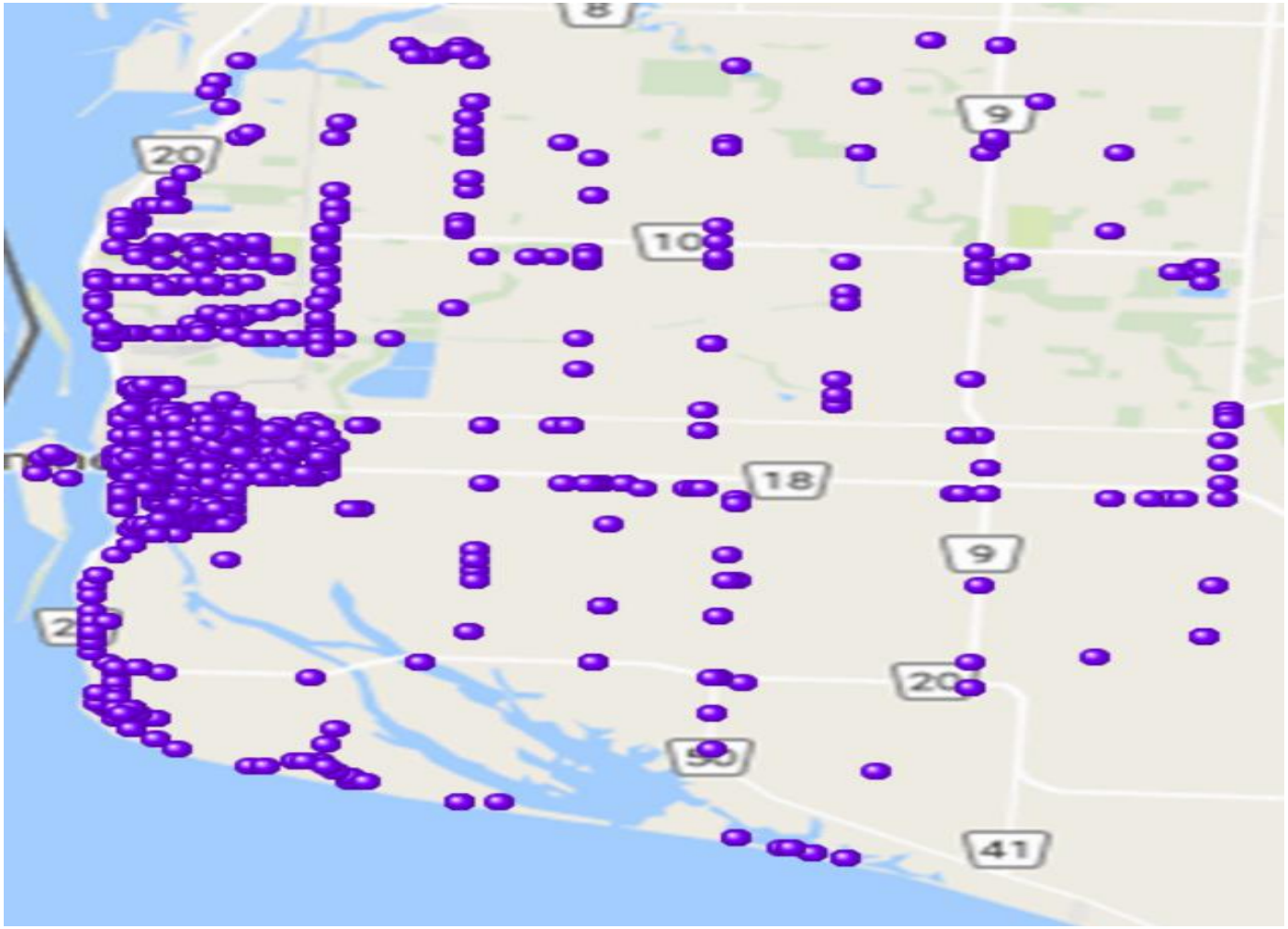
Call Volume trend by Municipality



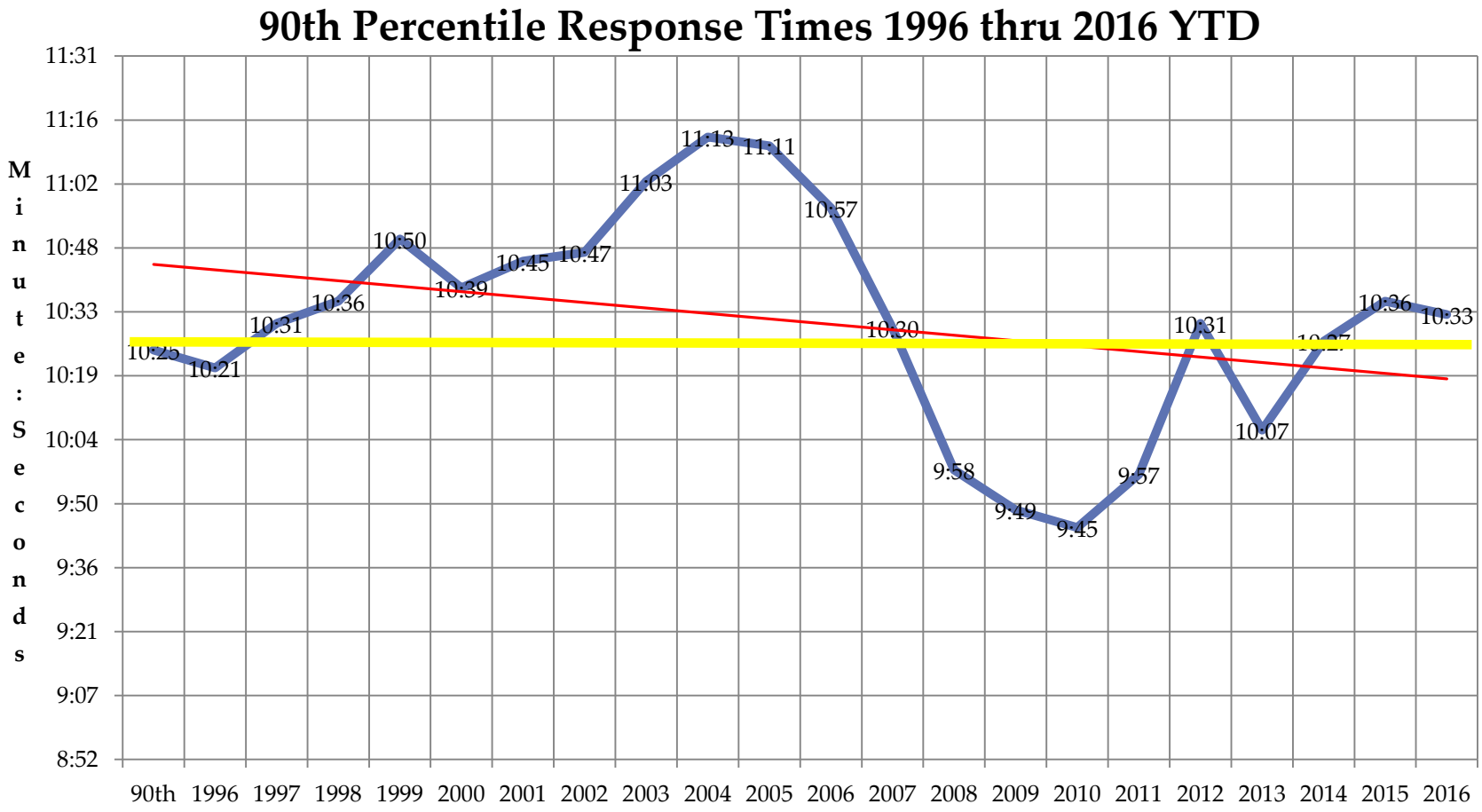
Projected Call Volume



Call Locations



Response Times



Response Time Experience

Amherstburg response time experience for;

Emergent calls (life threatenting)

- average = 9 minutes, 2 seconds
- 90% mean = 7 minutes

Prompt calls (non life threatening)

- Average = 9 minutes, 32 seconds
- 90% mean = 8 minutes

Call Type Experience

Final Primary Problem

General Illness/Weakness	298
Abdominal Pain NYD	150
Musk/Skel Trauma	132
Resp. Distress	103
Soft Tissue Trauma/Pain/Edema	101
Ischemic Chest Pain	93
Behaviour/Psychiatric	71
Back Pain	62
GI Problems/Pain/Vomiting/Nausea	57
Hemorrhage Minor	39

Ongoing Pressures

- Off load delays continue to rise
- Senior Care Strategies in home
- Increasing annualized call volume
- Retirement recruitment strategies

Accomplishments

June 21, 2017

The Honourable Kathleen Wynne
Premier of Ontario
Main Legislative Building – Room 281
Queen's Park
Toronto, Ontario M7A 1A1

Re: Request for Province to Halt All Wind Turbine Approvals in Unwilling Host Communities

Dear Premier,

At the regular council meeting of June 5, 2017 Essex Council reviewed correspondence from Champlain Township, dated May 16, 2017 advising that they are not a willing host for wind turbines and further that they endorsed the Private Member's Bill proposing the government halt all wind power approvals in unwilling host communities. As a result of Council's discussion the following resolution was passed,

> "Moved by Councillor Caixeiro
> Seconded by Mayor McDermott
>
> **(R17-06-233) That** the copy of correspondence from Champlain Township, dated May 16, 2017 to the Honourable Kathleen Wynne, Premier of Ontario advising that Champlain Township is not a willing host for wind turbines and that they support Sam Oosterhoff, MPP for Niagara-West Glenbrook's Private Member's Bill proposing the government halt all wind power approvals in unwilling host communities, be received and supported;
>
> **And that** a copy of the letter of support be sent to the Premier of Ontario, Tracey Ramsey Member of Parliament Essex, Association of Municipalities of Ontario President, Lynn Dollin, all Essex County Municipalities and Champlain Township.
>
> **Carried"**

I trust you will find this satisfactory, but should you have any questions or comments regarding this matter, please feel free to contact the undersigned.

33 Talbot Street South
Essex, Ontario N8M 1A8
www.essex.ca
t 519 776 7336
f 519 776 8811

Yours truly,

Robert Auger
Manager, Legislative Services/Clerk
Ext. 1132
Email: rauger@essex.ca

cc Tracey Ramsey, MP Essex
AMO President, Lynn Dollin
All Essex County Municipalities
Champlain Township

LA CORPORATION DU / THE CORPORATION OF

CANTON DE CHAMPLAIN TOWNSHIP

BUREAU ADMINISTRATIF / ADMINISTRATION OFFICE
948 est, chemin Pleasant Corner Road East
Vankleek Hill, Ontario (KOB 1RO)

613-678-3003
(fax) 613-678-3363

May 16, 2017

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

Dear Premier,

RE: Champlain Township – Not a Wiling Host for Wind Turbines

I am writing to advise that Champlain Township Council declared that it is not a willing host for wind turbines at its meeting of May 9, 2017.

At the same meeting, Champlain Township Council resolved to endorse the Municipality of Dutton Dunwich's Resolution No. 2017-06-27, supporting Sam Oosterhoff, MPP for Niagara-West Glanbrook's Private Member's Bill proposing the government halt all wind power approvals in unwilling host communities.

A copy of resolutions 2017-202 and 2017-207 are attached.

Council respectfully requests your consideration of its position.

Yours sincerely,

Alison Collard
Clerk

cc: The Honourable Glen Murray, Minister of the Environment and Climate Change
The Honourable Glen Thibeault, Minister of Energy
The Honourable Jeff Leal, Minister of Agriculture, Food and Rural Affairs
Grant Crack, M.P.P., Glengarry-Prescott-Russell
Sam Oosterhoff, M.P.P., Niagara-West Glanbrook
Ontario Municipalities by email

Attach.

From: Kevin Ryan

Date: June 20, 2017 at 4:37:26 PM EDT

Subject: parking on Pentilly

Laura;

I'm writing in response to the consideration of Parking Restrictions on Pentilly Drive. There are several issues to comment on, concerning this. First off understand that I am a resident on the stretch of road in question.

First off, the notice is claiming restrictions on the east side of Pentilly. Does this mean they want parking on the west side? I'm sure Beach Grove Golf course would not care for this option. As well, on a large part of the road, there is a ditch or gulley, therefore to park here, anyone exiting a vehicle to the east would have to exit stepping down into a ditch which could pose a few safety concerns in itself. The cars would also be parked closer to the course potentially being hit by golf balls. If parking is restricted for the west side as well then I have to ask where the residents' guests are to park? Riverside Drive at the one end is not an option and Beach Grove Road at the other end is very limited, as well a good distance for the residents that reside in the middle or opposite end of that stretch.

In respect to people parking currently on the East side. I'm confident that if the town actually performed a counted survey for 1-2 weeks at various times, they would find that there is minimal if any parking on that stretch from Sunday night thru Thursday night. The weekends one might see a few guests of residents that are visiting, parking along there, and this is usually short term. My wife and I walk our dog nightly down our street. I must say after 16 years we have not encountered any safety concerns regarding being hit by vehicles due to " poor sight lines from parked cars". We have had more close calls being hit by errant golf balls than we have by cars. Our children grew up on this street and we had no major safety concerns other than the normal ones of them being close to any street. The main safety concern on this street are people taking a short cut to avoid the round abouts on Brighton and driving over the posted speed limit down the street.

In regards to the boulevard and sidewalk maintenance. A No Parking zone will not decrease the damaged grass between the road and sidewalk. The town did not make this road wide enough therefore every time 2 cars meet in opposite directions, both cars must drive onto that grassy area in order to get around one another. Due to the short width of the street there will always be cars driving over that section of grass and so therefore "damaged grass".

As of late there has been more vehicles parked at the one end of Pentilly but those vehicles are mainly construction vehicles due to a new home being built. I certainly hope Council weighs ALL options prior to making an informed decision or ruling on this matter.

Sincerely ,

Kevin Ryan

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario

ISSUE DATE: June 26, 2017 **CASE NO(S).:** DC150020

PROCEEDING COMMENCED UNDER subsection 14 of the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended

Appellant (jointly):	851381 Ontario Ltd., James Sylvestre Developments Ltd., Jeannette Sylvestre In Trust
Subject:	Development Charges By-law No. 2015-67
Municipality:	Town of Tecumseh
OMB Case No.:	DC150020
OMB File No.:	DC150020
OMB Case Name:	James Sylvestre Developments Ltd. v. Tecumseh (Town)
Heard:	November and December, 2016 in Tecumseh, Ontario

APPEARANCES:

Parties	**Counsel**
Town of Tecumseh	E. Hooker
851381 Ontario Ltd. James Sylvestre Developments Ltd. Jeanette Sylvestre In Trust Jamsyl Group Inc. James Sylvestre	S. Mahadevan
Participant	
860881 Ontario Limited (Valente Group)	J. Slopen

DECISION DELIVERED BY J. V. ZUIDEMA AND ORDER OF THE BOARD

[1] This 10-day hearing commenced on November 28, 2016. It did not conclude and as a result, counsel for the parties submitted closing argument in writing following the evidentiary portion of the hearing. Those materials were received just prior to the close of 2016 and those materials have been marked as Exhibits and included in the Board file.

[2] I had conducted a Pre-Hearing Conference ("PHC") earlier in the year. Following that PHC, a Procedural Order was issued which governed the proceedings. The Procedural Order set out the schedule for the hearing, the obligations of the parties and participant and the issues to be adjudicated.

[3] By way of some background contained in the Board's file, on or about October 13, 2015, the Town of Tecumseh ("Town") passed the Manning Road Secondary Plan Area ("MRSPA") Area-Specific Development Charge By-law No. 2015-67 ("ASDC By-Law"). The ASDC By-Law permits developing landowners within the MRSPA to cost-share in municipal infrastructure, specifically stormwater, sanitary and road works.

[4] James Sylvestre Developments Ltd., Jamsyl Group Inc., James and Jeannette Sylvestre and 851381 Ontario Ltd. (collectively "Appellants") jointly appealed the ASDC By-Law.

[5] In their appeal materials, the Appellants contended that in order to develop their land, they were required to enclose a portion of the Billargeon Drain as a temporary measure for storm water management, until a new regional pond was developed.

[6] They were advised by the Town that once the new central service was developed, they will be required to abandon the first system. The Appellants alleged that essentially they would be paying for two storm water management systems under this ASDC By-Law.

[7] In their view, this did not provide for the fair, cost-effective and equitable distribution of the services required for a specific development area. As such, the

Appellants sought to be excluded from this ASDC By-Law.

[8] A neighbouring property owner, 860881 Ontario Limited (“Valente Group”), attended the first PHC and was granted Participant status.

[9] It should be noted that while there are a number of landowners within the MRSPA, approximately 70% of the lands are owned by the Appellants and the Valente Group. These two entities, therefore, have the largest land holdings in the MRSPA.

[10] On the first day of the hearing, the Town brought a Motion to strike an issue from the Issues List. The first day and a portion of the second were taken in hearing submissions and adjudicating this Motion. The Board dismissed the Motion and I provided a ruling substantially as follows:

a. The Town of Tecumseh brings a Motion seeking the following relief:

   i) An Order of this Board dismissing Issue #5 as set out in the Issues List attached to the Board’s Procedural Order, which Procedural Order was issued on July 20, 2016; and

   ii) Costs for the Motion.

b. 851381 Ontario Ltd., James Sylvestre Developments Ltd., Jeannette Sylvestre in Trust, Jamsyl Group Inc., and James Sylvestre, collectively referred to as “the Appellants” vigorously oppose this Motion, stating that the Board needs to hear the evidence associated with this Issue in order to fully understand and critically assess the Development Charges By-Law, which is under appeal. Participant 860881 Ontario Limited, also referred to as the Valente Group, took no position.

c. My decision is that the Motion is dismissed and the relief sought is not granted. Issue #5 shall remain for adjudication and my reasons are as

follows.

d. First, pursuant to the *Statutory Powers Procedure Act*, the Board controls its process. This exercise of control is further supported through the Board's own *Rules of Practice and Procedure*. The issuance of the Procedural Order is an example of the Board's exercise of this jurisdiction.

e. The Issues List included as Attachment 2 to the Board's Procedural Order states that the "identification of an issue does not mean that all parties agree that such issue, or the manner of which the issue is expressed, is appropriate or relevant to the determination of the Board at the hearing. The extent to which these issues are appropriate or relevant to the determination of the Board at the hearing will be a matter of evidence and argument at the hearing."

f. So as a starting point, Issue #5 with which the Town takes exception has a caveat attached to it as expressed in the preamble. There is nothing preventing the Town to present evidence and cross-examine the witnesses for the Appellants on Issue #5, or to try to persuade the Board that the size and location of the SWM facility has been determined under the *Environmental Assessment Act* and it would not be appropriate for the Board to interfere with that decision.

g. Second, while I accept the Town's explanation that discussions were ongoing between the parties to try to scope or resolve issues, I do not find this explanation satisfactory in relation to Issue #5. Specifically, the Town knew as of July 20, 2016 that Issue #5 was in play. It could have sought an earlier Motion date to contest Issue #5 rather than leaving it to the first day of the hearing, after witness statements have been filed addressing Issue #5.

h. To put it bluntly, if Issue #5 was such a serious concern for the Town, one would have thought that raising that concern sometime after July 20, 2016

would have been in order rather than waiting an additional four months. The Board takes an adverse inference associated with this delay.

i. Third, the Board's jurisdiction pursuant to the *Development Charges Ac*t ("DCA") is expressly stated under ss. 16(3) and (4). Those two subsections set out the Board's powers and the limitation on those powers. Because a process has been completed under the *Environmental Assessment Act*, ("EAA") that in and of itself, does not limit the Board's capacity to dismiss an appeal in whole or in part, order a municipal council to repeal or amend the DC by-law or repeal or amend the DC by-law in a manner as the Board may determine.

j. The case law sets out that the Board's ability and obligation to evaluate the DC by-law should not be unduly restricted. The Appellants are afforded the opportunity to test the merits of the DC by-law and examine the validity of the reasoning behind it.

k. Issue #5 asks "Have the location and sizing of the SWM Facility been appropriately determined?" The suggestion made to me that by adducing evidence on this issue, the Board is put into a precarious position to determine the appropriate size and location of the SWM Facility, is an erroneous extension.

l. The Board understands that the size and location of the SWM Facility are determinations made pursuant to the EAA. This appeal under the DCA is not be used to substitute for a possible missed opportunity to file a request under the EAA.

m. The Board accepts Ms. Mahadevan's suggestion that the appropriateness of the size and location of the SWM Facility are inputs to critique the ASDC By-Law. It is the ASDC By-Law that is before me. In order to properly discharge my obligation under the Act, I will not disproportionately confine the evidence

which may be necessary for me to fully appreciate the alleged deficiencies in this by-law.

n. In the same vein, the Town will not be limited in its evidence or argument that the alleged deficiencies are not justified.

o. Just as my colleagues, Vice Chair Hussey and former Associate Chair Lee in the Orangeville decision stated, “once a municipality has embarked on a particular methodology such as population, it is open to any appellant to examine the validity of the requisite reasoning, the accompanying concepts, the accuracy of the data and all the logical and consequential trails leading to the final outcomes. In that sense, although [the] [*sic*] municipality has the freedom to choose, the methodology chosen is not immunised from critique, if there are alleged flaws and defects.” [Ex. 7, tab 8, para. 26]

p. This determination on a Motion to strike a specific issue does not offend the *ratio decendi* of Justice O’Leary in the Kaitlin decision [Ex. 4, tab 3]. He states that it is not for the Ontario Municipal Board to “determine whether Bayview Avenue is to be shifted, and if shifted, where the new road will be located.” [para. 3] In this case, I do not have the jurisdiction to determine if the SWM Facility should be resized and/or relocated. That is beyond the powers as expressed under ss. 16(3) DCA.

q. But that does not mean I cannot hear evidence on the appropriateness of the size and location of the SWM Facility in order to assess the validity of the ASDC By-Law which attributes a specific charge for that SWM Facility.

r. Finally, the Town raised an argument that the monetary amount should not be used as a threshold to assess the reasonableness or lack thereof, for the by-law. I have heard that almost $12 Million are identified for the SWM Facility, which represents over 90% of the charge. I heed the comments of my colleague Vice Chair McKenzie in the Morais decision wherein he states

> "in the context of development charges, monetary issues are policy issues by virtue of the fact that the Act is directed to monetary consideration concerning growth and infrastructure, and contemplates municipal councils exercising the powers bestowed in the connection therewith. The Appellants acknowledge that Council maintains the exclusive right to exercise choice and decide policy issues within the framework of the Act. Any suggestion, therefore, of a distinction between a policy issue and a monetary issue is a false separation." [Ex. 4, tab 1, para. 49]

s. Therefore, for the following reasons, the Town's Motion is hereby dismissed.

t. Concerning the request for costs on this Motion, I will hear submissions on costs following the hearing on the merits, should such a request still be pursued by the parties on this Motion or of the hearing proper.

[11] Following this ruling, the hearing proper commenced. On behalf of the Appellants, I heard from the following expert witnesses:

a. Mr. Daryl Keleher, qualified and accepted as an expert Planner and Economist with particular emphasis on land use planning, land economics and municipal finance;

b. Ms. Julie Bottos, qualified and accepted as an expert Engineering Technician and Technologist with particular emphasis in cost sharing, development charges and development group agreements;

c. Ms. Sarah Kurtz, qualified and accepted as an expert Engineer with particular emphasis on stormwater design;

[12] On behalf of the Participant Valente Group, I heard from:

a. Mr. Steven Valente, who is an officer of the company.

[13] On behalf of the Town, I heard from:

a. Mr. Brian Hillman, qualified and accepted as an expert Planner with particular emphasis on planning and development review. Mr. Hillman is the Director of Planning for the Town;

b. Mr. Flavio Forest, qualified and accepted as an expert Civil Engineer;

c. Mr. Gary Scandlan, qualified and accepted as an expert Economist with particular emphasis on land economics and development charges.

[14] Following my review of the written final arguments and authorities as well as the evidentiary materials, I determine that the appeal is allowed and the Board orders that the ASDC By-Law is to be repealed. My reasoning and analysis are set out below.

[15] As a starting point, the Town conceded to the evidence provided by Mr. Keleher that there was a flaw to the ASDC By-Law which required correction. Specifically, the ASDC By-Law identified the developable land within the MRSPA as approximately 87 hectares ("ha") but in doing so, the subject by-law imposed charges on "Chargeable Area" which was defined in the ASDC By-Law to include parkland of some 4.26 ha and the land set aside for the SWM pond and pump of approximately 6.8 ha.

[16] What this means is that this definition required correction to remove those lands which are not developable, namely lands for the SWM pond and pump and the park.

[17] The central issue for this hearing was the diametrically opposed positions of the two parties on whether or not the services and specifically services associated with SWM Works as shown on Schedule "B" of the ASDC By-Law constitute "local" services. The Appellants argue that they are; the Town maintains that they are not.

[18] Subsection 2(5) of the DCA provides that a "development charge by-law may not impose development charges with respect to local services described in clauses

59(2)(a) and (b).

[19] Those clauses provide that a municipality may require an owner to construct such local services related to a plan of subdivision or within the area to which a plan relates, to be installed or paid for by the owner as condition pursuant to section 51 of the *Planning Act* or as a condition of approval under section 53 of the same Act.

[20] In determining that in this instance, the Town is indeed charging for local services, I looked to the factual background and context, and the Town's own policy on local services.

[21] Town's Local Service Policy:

[22] The Town's Local Service Policy (found at Appendix "B" to the Town's 2014 Development Charge Background Study ("2014 Watson Study") as well as Appendix "B" to the Town's 2012 ASDC By-Law Background Study ("2012 Watson Study")) set out the services to be included as local services. In the 2012 Watson Study in section 3, a description of what is to be considered local services is provided:

> In preparing a Development Charge Background Study, municipalities need to establish a policy regarding what is to be considered a local service (i.e. what infrastructure costs are to be borne directly by the developing land owner) and what costs are to be included in the Development Charge. Section 59(2) provides local services are related to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under section 51 of the *Planning Act.* The Town of Tecumseh provided their definition of Local Services in Appendix C to their 2009 Development Charge Background Study. A copy is provided in Appendix B to this report.
>
> Figure 3-1 provides a schematic depicting the Development Charge vs. Local Service provisions of the present local service policy. As was noted earlier, the Town wishes to assist the developing landowners within the Secondary Plan Area to cost share a segment of these localized costs.

> Figure 3-1 also provides for which service components would be included in this area-specific DC. These capital costs are further described in the next section. [Exhibit 11(A), tab 8, page 125]

[23] When one reviews the flow-chart as depicted as Figure 3-1, it is apparent that under the heading of "SWM," services referenced as "Drain Enclosures, land, localized PS, SWM Ponds and Large Mains" are "Local Service as Defined by Exisitng [*sic*] Town DC" and to be included in the "Area Specific DC for Manning Rd. Secondary Plan." The service "Local Mains" is categorized as "Local Service for Manning Rd. Secondary Plan." [*ibid.* page 126]

[24] From the 2012 Watson Study, it seems that the enclosure of the Baillargeon drain is identified so to allow the servicing and development of the MRSPA lands and that seems to be the rationale for its inclusion as a development charge.

[25] Where there is a disconnect is with the Town's own Local Service Policy. That policy specifically identifies Storm Water Management as local service. At paragraph 11 of that policy, it states:

> 11.1 Quality and Quantity Works, direct developer responsibility through local service provisions (s. 59 DCA).
>
> 11.2 Oversizing of stormwater management works for development external to developments will be subject to best efforts clauses by area municipality. [Exhibit 11(A), tab 8, page 152]

[26] The version of the Town's Local Service Policy which is appended to the 2014 Watson Study has an additional notation which does not appear with the copy contained in the 2012 Watson Study. That additional notation reads as follows: "Note: for any and all of the above the Town may facilitate cost sharing agreement." [Exhibit 11(A), tab 9, page 292]

[27] From these extracts, it appears that from the Town's perspective, stormwater

management was viewed as a responsibility of the developer to be put into place once a plan of subdivision has been approved. Should those works require oversizing to accommodate future development beyond the plan of subdivision, then the municipality would act as "honest broker" to reimburse. There is nothing unique in this approach as this was the method used by many municipalities across the province before the DCA was enacted.

[28] Another instrument which provides some guidance is the Town-wide DC By-Law 2014-68 ("Town DC By-Law") which was adopted by Town Council on or about August 12, 2014. At subsection 1.1 (20), a definition for "Local services" is provided:

> "Local services" means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or with the area to which the plan relates in respect of the lands under Sections 41, 41 or 53 of the *Planning Act R.S.O. 1990,* as amended or any successor thereto; [Exhibit 11(A), tab 9, page 299]

[29] In this case, the Town requires the Baillargeon drain to be enclosed and the proposed SWM pond with appurtenances at a cost of about 12 million dollars. That cost has been included in the development charge. Further the Town made it clear that it will not be constructing the works as a municipal project.

[30] For clarification, Exhibit 11(A), tab 4 contains the ASDC By-Law. Schedule "B" sets out the charges with a total of $12,971,104 of which $2,983,358 represents the charges for Local SWM Works and $8,810,377 represents the charges for Other Local SWM Costs. The remaining amounts of $691,875 is for Local Sanitary Works and $485,495 is for Local Road Works. It is the Local SWM Works and Local SWM Costs which were at issue.

[31] Through the Town's evidence, it became clear that there were attempts between the parties to reach consensus prior to the commencement of this hearing. There must have been some obstacle to prevent the Town to allow the Appellants and the Valente Group the opportunity to provide stormwater services if and when they proceeded with

development of their lands.

[32] In my estimation, the difficulty with the Town's position is that it's approach to what it considered to be "local services" was established through its own policy and the Town DC By-Law but when it came to this ASDC By-Law, it varied the definition and consequently, its approach. This deviation is not reasonable.

[33] Messrs. Hillman and Scandlan did an admirable job in setting out the logic of how the definition was to be interpreted, citing the October 13, 2015 Resolution of Town Council, but that resolution did not spell out the revised definition. It only referred the reader to yet another study. The relevant portion of the Resolution was as follows:

> "Background Study entitled "Office Consolidation MRSPA Area-Specific Development Charge Background Report" dated October 13, 2015, as prepared by Watson & Associates Economists Ltd., **including changes to the Local Service Policy definition for the MRSPA**, as provided in Section 3.1 of the foregoing Background Study, be approved;" [Exhibit 11(A), tab 6, page 108, bold emphasis added by the Board]

[34] When one reviews the Background Study ("2015 Watson Study") noted above, the paragraph under 3.1 Local Services, the text is identical to that noted earlier in this decision except for one sentence in the second paragraph which is identified with strike-out and new underlined text:

> In preparing a Development Charge Background Study, municipalities need to establish a policy regarding what is to be considered a local service (i.e. what infrastructure costs are to be borne directly by the developing land owner) and what costs are to be included in the Development Charge. Section 59(2) provides local services are related to a plan of subdivision or within the area to which the plan relates, to be installed or paid for by the owner as a condition of approval under section 51 of the Planning Act. The Town of Tecumseh provided their definition of Local Services in Appendix ~~C~~ B to their ~~2009~~ 2014 Development Charge

> Background Study. A copy is provided in Appendix B to this report. [Exhibit 11(A), tab 10, page 328]

[35] There is no indication of how the actual definition of “Local Services” was amended. If there is a new definition which replaces the existing definition, it was not provided by either by-law or resolution. With respect, a resolution which changes a definition and only references a study, and even that study does not provide the language of a new definition, is wholly inadequate.

[36] It also does not go unnoticed by the Board that the date of the Town Resolution is the same date of 2015 Watson Study and the same day that the ASDC By-Law was passed. For clarification, the 2015 Watson Study was initially dated May 6, 2015 with an Addendum dated May 22, 2015 which resulted in a Consolidated Report dated October 13, 2015.

[37] Messrs. Hillman and Scandlan referred to Figure 3-1, described earlier in this decision, as the justification of how the Town viewed SWM services to be included in the ASDC By-Law. In plain words, despite SWM services being identified as “Local Service as Defined by Exisitng [*sic*] Town DC” they were to be included in the ASDC By-Law whereas only Local Mains were to be treated as “Local Service for Manning Rd. Secondary Plan.” [*ibid.,* page 329]

[38] I accept and agree with Mr. Keleher’s characterization that a municipality can implement an ASDC By-Law and make a determination as to what services should be included in such a charge but it cannot do so in stark contrast to its own policy. Mr. Keleher explained that in this instance, the municipality has a Local Service Policy which remains intact. I agree with this premise.

[39] That being the case, the Town has established through its Local Service Policy which services are indeed local services, as set out earlier in this decision. As such, those services are ineligible for development charges pursuant to subsections 2(5) and 59(2) of the DCA. The ASDC By-Law cannot impose development charges with respect

to those services as doing so would be in contravention of the DCA.

[40] Counsel for the Town suggested that the Town had indeed amended its Local Service Policy through the Resolution noted above. I do not accept this proposition on the basis that the Town's approach was convoluted and confusing.

[41] As stated earlier, by merely containing language in the resolution of "including changes to the Local Service Policy definition for the MRSPA, as provided in Section 3.1 of the foregoing Background Study" is neither sufficient nor transparent. The Town does not provide any specific language to replace the definition of "Local Services" in its policy. As noted above, Section 3.1 does not provide a replacement definition.

[42] A member of the community should not have to follow the Resolution to ancillary documents to understand what the Town means when it refers to "Local Services" only to find that the ancillary document also does not provide a replacement definition.

[43] It also does not go unnoticed that the Planning Report prepared by Mr. Hillman and dated April 22, 2015 has no mention that the definition of "Local Services" should be changed from that contained in the Town's Policy.

[44] He states under his "Comments: Supporting Reports for the MRSPA Area Specific Development Charge" at paragraph 5:

> Area-Specific Development Charge for the MRSPA Background Report (April 2015)
>
> Watson & Associates Economists Ltd. were retained by the Town to prepare the background report entitled "Area Specific Development Charge for the MRSPA, Background Report" dated April 21, 2015, and associated Area Specific Development Charge By-law (see Attachment 3), in accordance with the provisions of the *Development Charges Act* for the MRSPA. **Included in this report is the Local Service Policy that shall apply to the MRSPA in accordance with the *Development Charges Act.*** [Exhibit

11(A), tab 13, page 402; bold emphasis added by the Board]

[45] First, a Background Report dated April 21, 2015 was not included with the materials provided to the Board. Perhaps that was a draft report as the initial report was dated May 6, 2015 as set out earlier in this decision. In any event, assuming that the April 21, 2015 report was similar to May 6th Initial Report, with May 22nd Addendum resulting in October 13th Consolidation, Mr. Hillman, as of April 2015, references the Town's Local Service Policy and states that it "shall apply." No amendment to the definition has been suggested or made at this point. This is only six months prior to the date of Council's resolution.

[46] Nowhere in his report does Mr. Hillman alert the reader that the definition of "Local Service" in the Town's Local Service Policy needs adjustment or should be given a different interpretation. Given that this was one of the central, if not the threshold issue, for the hearing and discussions had been on-going amongst the parties, it was no secret that there was a remarkable disagreement on the application of Local Service Policy.

[47] Second, in reviewing the Watson Addendum Report dated May 22, 2015, at paragraph 2.3, with the heading "Definitions in the By-law" states: "Upon further review with staff, it was requested that the definition of "Net hectare" in the by-law be removed and that a new definition of "Chargeable area" be included for ease of understanding." [Exhibit 11(A), tab 11, page 365]

[48] As enunciated at the outset of this decision, the Town conceded that the definition provided under "Chargeable area" was not correct and at a minimum, that portion of the by-law required amendment. What I find odd is that there is no mention of clarification of the definition of "local service" for ease of understanding when that issue would have or certainly should have, been known to the Town.

[49] In final submissions, Counsel for the Town at paragraph 18 states:

> The DCBS [Development Charge Background Study] recommended that the Town amend its local service policy for the purpose of this area specific development charge by-law in a manner that varies from the Town's general local services policy.

[50] At section 4 of the 2015 Watson Report, a recommendation is made to Council to "approve the changes to the Local Service Policy definition for the Manning Road Secondary Plan Area, as provided in Section 3.1." [Exhibit 11(A), tab 10, page 337] The Town's Local Service Policy was appended to this Report as Appendix B. Appendix B is entitled "Appendix B – Town of Tecumseh Local Service Policy (as per the 2014 Town of Tecumseh Development Charges Background Study)" [*ibid.*, page 353] So the reader is required to follow a trail back to yet another study. The 2014 Watson Study has appended to it Appendix B – Local Service Policy which is identical except for the notation that the Town may facilitate cost-sharing agreements as noted earlier in this decision.

[51] Counsel for the Town submits that what the Town has done through its October 13, 2015 Resolution is adopted "an area specific Local Services Policy" which he claims is not inherently unfair. Such an approach, he argues, allows for the "unique circumstances of a specific area of a municipality to be recognized and adapted to by the Town in identifying and implementing a Local Services Policy. This approach recognizes that what may be an ideal policy for a particular area in question may be inappropriate for another area within the municipality's boundaries. The flexibility of being able to adopt area-specific Local Services Policies means that decisions meant to affect only the relevant area being considered in a given situation to not inadvertently effect or prejudice other areas of the municipality which may require a different, specialized approach to dealing with the capital costs necessary to accommodate development." [Paragraph 20, Town's Final Submissions]

[52] The Board finds no evidence that the Town adopted an area-specific Local Services Policy. Mr. Hillman's Planning Report recommended an area-specific Development Charge By-law and an area-specific Park Levy By-law but no area-

specific Local Services Policy. He could have stipulated that clearly but he did not.

[53] In fact, nowhere in his recommendations does he mention “area-specific Local Services Policy.” The only reference is to “Local Service Policy,” once again buried in a reference to Section 3.1 of the 2015 Watson Study. Nowhere is there a document similar to that found at Appendix B of the 2015 Watson Report but characterized as “area-specific Local Services Policy.”

[54] Given my findings as they relate to the imposition of charges for local services under the ASDC By-Law, which contravene the DCA, I need not provide additional reasons and rationale with respect to the remaining issues addressed at the hearing.

[55] In my estimation, the ruling with respect to threshold issue of local services is fatal to the By-law before me.

[56] Therefore the Board orders that the appeal is allowed and the MRSPA Area-Specific Development Charge By-law 2015-67 for the Town of Tecumseh is hereby repealed.

“J. V. Zuidema”

J. V. ZUIDEMA
VICE-CHAIR

If there is an attachment referred to in this document,
please visit www.elto.gov.on.ca to view the attachment in PDF format.

TOWN OF SHELBURNE

COUNCIL RESOLUTION

No. 19

Date: **May 15, 2017**

Moved by:

Seconded by:

WHEREAS the Council of the Town of Shelburne would like to acknowledge the sacrifice made by many Canadians who died while serving our Country during conflicts abroad;

AND WHEREAS the Council of the Town of Shelburne would like to be champions of the #150Tree Initiative by planting a Hero Tree along the Highway of Heros;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Town of Shelburne authorizes the purchase of a "Hero Tree" in the amount of $150.00;

AND FURTHER THAT the Council of the Town of Shelburne challenges every municipality in the Province of Ontario to do the same.

Carried

Requested Vote to be recorded **[ ] Yes** **[ ] No**

	Yea	Nay
Mayor Bennington	[ ]	[ ]
Councillor Benotto	[ ]	[ ]
Councillor Chambers	[ ]	[ ]
Deputy Mayor Dunlop	[ ]	[ ]
Councillor Egan	[ ]	[ ]
Councillor Mills	[ ]	[ ]
Councillor Sample	[ ]	[ ]

Corporation of the Township of Essa
5786 County Road 21
Utopia, Ontario
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Where Town and Country Meet

Telephone: (705) 424-9770
Fax: (705) 424-2367
Web Site: www.essatownship.on.ca

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

NEW
DRIVER
NEW
DRIVER

TOWN OF TECUMSEH BUSINESS IMPROVEMENT AREA (TOTBIA)

BOARD OF MANAGEMENT MEETING

Wednesday, April 12, 2017 at the hour of 7:00 PM held at the Public Works Building
Located at 1189 Lacasse Blvd. Tecumseh, ON | BIA Office Phone: 519-735-3795

AGENDA

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **DISCLOSURE OF PECUNIARY INTEREST**

4. **DELEGATIONS** (15-20 minutes)
   - 4.1. Windsor-Essex Compassion Care Community and Home Instead Senior Care
     Deborah Sattler, Director with WECCC, Liz Daniel, Community Engagement Coordinator with WECCC and Ryan Jershy, owner of Home Instead Senior Care

5. **COMMUNICATIONS** (5 minutes)
   - 5.1. Minutes
     - 5.1.1. Board of Management Minutes: March 8, 2017

6. **REPORTS** (5-10 minutes for each report)
   - 6.1. Chair
   - 6.2. Treasurer's Report
     - 6.2.1. Month End Financial Reports: March 2017
   - 6.3. Coordinator Report
   - 6.4. Council Report
   - 6.5. Committee Reports
     - 6.5.1.Night Market - Fees
     - 6.5.2.Fall Into Health Day

7. **UNFINISHED BUSINESS**
   - 7.1. Canada 150 & Community/Town Sponsorships
   - 7.2. BIA Parkette Landscaping
   - 7.3. TOTBIA Constitution – First Draft

8. **NEW BUSINESS**
   - 8.1. Streetscaping Projects – Banner Contest
   - 8.2. Staycation Expo – April 29th – Devonshire Mall

9. **NEXT MEETING – May 10, 2017**

10. **ADJOURNMENT**

Board Members:
Candice Dennis, Chair
Tony Nehme, Vice Chair
Paul Bistany, Treasurer
Bill Altenhof, Councillor, Ward 2
Jules Champoux, Director
Joseph Fratangeli, Director
Maureen Harris, Director
Daniel Hofgartner, Director
Brian Houston, Council Representative, Ward 3
Linda Proctor, Director
BIA Staff – Paula Rorai, Coordinator, Minute Taker

PUT YOUR MONEY WHERE YOUR ♥ IS
TOWN OF TECUMSEH
BIA TECUMSEH Business Improvement Area

Minutes of a Meeting of the Town of Tecumseh Business Improvement Area (TOTBIA) Board of Management Meeting

A meeting of the Town of Tecumseh BIA (TOTBIA) Board of Management meeting held as of Wednesday, *April 12, 2017* at Public Works Building, 1189 Lacasse Blvd., Tecumseh, ON, at the hour of 7:00 PM.

(TOTBBM-1-4)
CALL TO ORDER

The meeting was called to order at 7:10 p.m. by Tony Nehme, Vice Chair

(TOTBBM –2-4)
ROLL CALL
Present:

	Vice Chair	Tony Nehme
	Treasurer	Paul Bistany
	Director	Jules Champoux
	Councilor	Bill Altenhof
	Director	Daniel Hofgartner
	Councillor	Brian Houston
	Director	Linda Proctor
Regrets:	Chair	Candice Dennis
	Director	Maureen Harris
Absent:	Director	Joseph Fratangeli
Minute Taker:	Coordinator	Paula Rorai

(TOTBBM – 3-4)
DISCLOSURE OF PECUNIARY INTEREST - None Stated.

(TOTBBM – 4-4)
DELEGATIONS – Windsor-Essex Compassion Care Community and Home Instead Senior Care
Deborah Sattler, Director with WECCC, Liz Daniel, Community Engagement Co-ordinator with WECCC and Ryan Jershy, owner of Home Instead Senior Care presented the Windsor-Essex Compassion Care Community program which is a citizen, families, neighbours, service providers, businesses and community leaders who believe in the power of community. Together, we can are working to raise happiness, improve quality of life and reduce inequities for the citizens of Windsor-Essex. In June, 2017 they are launching a pilot that aims to connect citizens and care partners with neighbours, Council, BIA Members, volunteers, youth, coaches, support services and technology to create thriving networks and relationships that last a lift-time, where each of us feels cared for and valued. Anyone who knows someone is elderly, disabled or isolated and wants help in setting up their own life-long care system and personal safety net can call the following:
Compassion Care Community Office at 519-974-2581 ext. 2420 or call the
Distress Line at 519-256-5000 or
Visit www.weccc.ca

Deborah and/or Liz will contact the BIA office to schedule a time to help distribute flyers/brochures to the BIA Members regarding this program and asks the Board for a support statement that they can use to promote the program.
There will be a separate Town of Tecumseh WECCC website that will provide information, resources and track statistics for ROI analysis.

(TOTBBM – 5-4)
COMMUNICATIONS

5.1 BIA Board of Management Meeting Minutes

Motion: (BBM-11/17) Moved by: L. Proctor
Second by: B. Altenhof

THAT the minutes of the Town of Tecumseh BIA Board of Management Meeting held on March 8, 2017, be approved when TOTBBM- 4-3 DELEGATIONS; dollar amount of $1250 should be $6377 is corrected.

APPROVED.
CARRIED.

(TOTBBM – 6-4)

REPORTS

6.1 CHAIR REPORT: No report at this time.

6.2 TREASURER REPORT: P. Bistany reports on the following month end financials:

Month End Report as of March 31, 2017

BIA Operating Account (8111130)	Bank Balance stands at:	$	61,700.33
Outstanding Payables	See Detail Page	$	4,460.37
BIA Ledger Balance stands at:	See Detail Page	$	57,239.96
BIA **Reserve Account**	Balance last month:	$	3,032.54
(Opened September 20, 2012)	Interest	$	6.95
		$	3,039.49
BIA Petty Cash stands at:		$	346.00
BIA Liabilities and Equity at:	March 31, 2017	$	67,059.09
Year To Date Levy Tax Requisition:	1st Quarter @ March 31, 2017	$	27,472.00
	2nd Quarter @ June 30, 2017	$	
	3rd Quarter @ September 30, 2017	$	
	4th Quarter @ December 31, 2017	$	
	Total to Date;	$	**27,472.00**

Instalments are due March 31, June 30, September 30, December 31

Total Tax Levy received for the **2016** fiscal year **$107,125.54**

Total Tax Levy received for the **2015** fiscal year **$117,883.89**

Total Tax Levy received for the **2014** fiscal year **$119,496.93**

Total Tax Levy received for the **2013** fiscal year **$105,270.54**

Motion: (BBM-12/17) Moved by: J. Champoux
Second by: B. Altenhof

THAT the Month End Treasurer's Report as of March 31, 2017, be accepted as distributed and filed for audit.

APPROVED.
CARRIED.

6.3 CO-COORDINATOR REPORT - P. Rorai reports on the following issues:

6.3.1 The BIA has been invited to share Blackburn Radio tent on the Friday night of the Taste of Tecumseh event and asks who will volunteer to be with P. Rorai. Board suggests contacting Committee Chair and asking if Tecumseh Dollars can be sold in Blackburn's tent.

6.3.2 The Chair would also like to ask the Board about partnering with the Optimist Club in future activities. Board suggests for P. Rorai to also inquire with Optimist Club Chair on future initiatives that the TOTBIA can partner with.

6.3.3 Asks if Directors would like to have badges/pins with the BIA logo and positon on the Board i.e. TOTBIA Board Director, Treasurer, etc. Board agrees to have business cards ordered with room to write in their name and contact information.

6.3.4 Reminds the Board that the 2017 BIA Christmas Party venue should be selected soon to reserve the date of Saturday, November 18, 2017. Board agrees to reserve the date and venue again at Torino's for this year's party.

6.3.5 Director J. Champoux requests to include on the next meeting agenda Communication Methods.

6.4 COUNCIL REPORT - Councillor Altenhof reports on items from previous Council's meetings:

Activities around Tecumseh:

- Aircraft display and flight at Windsor airport of May 27-28
- Aircraft permitted to fly low within Tecumseh
- Ultimate Fun Firefighter Challenge that will take place at Station 2 on Saturday May 13, 2017
- Optimist Club of St. Clair Beach
  - Provided $1500 to Tecumseh Fire and Rescue in support of Summer Junior Fire Camp
  - Taste of Tecumseh Festival to occur on June 16th and 17th
  - Victoria Day Weekend Fireworks-May 21st, (rain date 22nd)
- Tecumseh Night at Windsor Express (March/22nd/2017)
  - A great success (contributing towards Tecumseh Historical Society) and a great game!
- Main street CIP update provided by:
  - DIALOG and Dillon Consulting Ltd.
  - Design progressing well
  - Concerns:
    - Acquisition of land
    - Railway/road intersection
    - Traffic flow
    - Architect and Engineering both working together and with Town to deal with concerns
- 5 Storey Build
  - SCM regarding the 5 storey development west of Shawnee Rd/south of Tecumseh.
  - No oppositions, however, concerns regarding impact on existing home, access roadway and shared access noted.
- Cornfest
  - Recognized by Festivals and Events Ontario as one of top 100 Festivals and Events
- Tecumseh Soiree Coffee House
  - May/12th, 7pm at l'Essor High School
  - Vocals, Instrumentals, Dance, other Theatrical events
- Strategic Priorities Overview
  - Five priorities re-affirmed
  - Municipal work plans to incorporate strategic priorities
  - Reporting and progress on the integration of the priorities is expected every 6 months
- West Branch Delisle Drain improvements awarded to Murray Mills Excavating & Trucking
  - Commencement of work to occur soon
- CR22/19 intersection:
  - Widening and improvement to intersection to commence in the near future.
  - Work expected over May/1st to Dec/31st.
- Site plan agreement for a proposed commercial plaza...Brighton and Old Tecumseh Rd
- New Transit Bus:
  - 2017 Champion LF Transport Ford E450 Chassis V-10 6.8L Gas, Cutaway Style Low Floor Accessible Community Transit Bus
  - Should allow for easier transfers and overall benefit for passengers
- Grand opening of Disc Golf Course at Lakewood Park
  - Saturday, May 27th, 11am – 12noon
- Michael Rohrer 1st Annual Heart & Soul Memorial Walk (Sat/May/20th/2017)
  - 5 km walk commencing at Lakewood Park

6.5 COMMITTEE REPORTS

6.5.1 Night Market – L. Proctor and P. Bistany reports that the Board needs to review all of the new issues that the CERT team is now requiring and additional costs associated with a full road closure:

1. OPP Requirements:
    - 2 paid-duty officers will be required during all hours that the road is closed; they will be stationed on Tecumseh Road at each location that the road is closed (Tec/Lesperance & Tec/Lacasse)
    - Auxiliary officers will also be scheduled during the event hours starting at 6PM for added security
    - Approx. cost for paid duty officers is $70 per hour per officer
    - You'll be responsible for completing & submitting the Paid Duty Request Form with the OPP
2. Tecumseh Fire & Rescue Requirements:
    - A 6 meter wide emergency lane must be provided within the event area to allow emergency vehicles to respond to properties within the closed section of the roadway
    - You must have personnel stationed at each end of the barrier ready to open up the fencing in the event of an emergency situation
    - All hydrants within the area must remain visible and not be obstructed in any manner, leaving a 3 meter radius around each hydrant
    - Attached is a map that reflects a 6m lane in the centre of the roadway leaving 3.5m on each side for the vendor tents
3. Road Closure:
    - What time will you need the road closed to begin setting up for the event?
    - Please complete the attached Road Closure Application and return to my attention
    - Remember to take into consideration that paid OPP will be scheduled starting at the that time
4. Public Notification:
    - You will be required to provide advanced notification to the public of the scheduled road closure; this includes digital signage that will be placed along Tecumseh Road days prior to the event to inform eastbound traffic of the scheduled closure – *Public Works is looking into rental fees for this*

L. Proctor reads the individual costs associated with a full road closure ($6000) and there is discussion on the Special Occasion Permit.

T. Neheme offers to contact Tecumseh Towne Centre Plaza owner to schedule meeting with Committee to have June 23rd Night Market in the plaza.

6.5.2 Fall Into Health Day – L. Proctor reports currently there are:

- 10 Health & Wellness members who have committed to participate in the event
- 12 Health & Wellness members who will perform demonstrations at the event
- 5 major sponsors at $1500 and $2000 in kind

(TOTBBM – 7-4)

UNFINISHED BUSINESS

7.1 Canada 150

7.1.1 Banners – quotes where stated for one sided banners that have the Canada 150 logo and for an over-the-road banner; Board recommends to obtain quotes for two sided banner for 20 and 40 units.

7.1.2 Town Events - Parks & Rec has planned to celebrate this summer:

7.1.2.1 June 30th Fireworks at Lakewood Park – 9PM - sponsorship $4,000

7.1.2.2 July 1st Free Family Fun Day at Lakewood Park – 1-4PM - sponsorship $500 (cupcakes, Zoo To You, or Mad Science)

7.1.2.3 July 2nd Windsor Symphony Orchestra Brass Quintet at Lakewood Park – 1-3PM - sponsorship $500

7.2 BIA Parkette Landscaping – At last month's Board meeting, Paul Anthony, Director of Parks & Rec. informed the Board that the Christmas tree will be replaced with possibly a larger one in the BIA Parkette at no cost to the BIA. As items are installed in the

Parkette, such as sprinklers, additional landscaping, etc., the owner of the land adjacent to the Parkette is notified. Two quotes have been obtained for the stonework on the pergola: one quote at $6,377 (plus tax) and one at $4,500 (plus tax). The Town will place flower pots at other locations and in the Parkette as well at no cost to the BIA. Discussion on sponsoring park benches, bricks, etc. is still ongoing with Council to approve a sponsorship policy.
J. Champoux inquired with another landscaping company and they confirmed that the quote for $4500 was a very good price for the size of the project. Board requests to obtain confirmation that the quote of $4500 is still valid and some addition details on the work that will be performed.

7.3 TOTBIA Constitution Draft – Waiting to finalize the first draft.

(TOTBBM – 8-4)
NEW BUSINESS

8.1 11th Annual Street Pole Banner Contest received over 220 submissions and 16 original drawings and pictures have been selected that best depicts Celebrating Canada 150 theme. Awards ceremony will be held on Friday, May 12th at 7:00 pm in the Center Ice Room at the Arena. An invitation to Council and Miss Tecumseh has been sent and all Board Directors are expected to attend the ceremony.

8.2 TWEPI 'Staycation Expo' – the Town Manager of Strategic Initiatives is asking if the Board and members would like to participate in this one day event at Devonshire Mall to promote events, businesses, etc. There are no Directors available to attend and to promote the BIA, Night Market, Fall Into Health Day.

(TOTBBM – 9-4)
NEXT MEETING

The next Board meeting will be on Wednesday, May 10, 2017 at 7:00 PM in the Public Works Building

(TOTBBM – 10-4)
ADJOURNMENT

Motion: (BBM-13/17) Moved by: P. Bistany
Second by: J. Champoux

THAT there being no further business, the April 12, 2017 meeting of the BIA Board of Management be adjourned at 10:05 PM

CARRIED.
APPROVED.

Candice Dennis, Chair

Paula Rorai, Coordinator

Minutes of a Meeting of the
Town of Tecumseh Business Improvement Area (TOTBIA)
Board of Management Meeting

A meeting of the Town of Tecumseh BIA (TOTBIA) Board of Management meeting held as of Wednesday, ***May 10, 2017*** at Town Hall, 917 Lesperance Rd., Tecumseh, ON, at the hour of 7:30 PM.

DRAFT OF TECUMSEH BIA BOARD OF MANAGEMENT MINUTES

(TOTBBM-1-5)
CALL TO ORDER

The meeting was called to order at 7:40 p.m. by Candice Dennis, Chair

(TOTBBM –2-5)
ROLL CALL

Present:	Chair	Candice Dennis
	Treasurer	Paul Bistany
	Director	Jules Champoux
	Councilor	Bill Altenhof
	Director	Joseph Fratangeli
	Director	Maureen Harris
	Director	Daniel Hofgartner
	Councillor	Brian Houston
	Director	Linda Proctor
Regrets:	Vice Chair	Tony Nehme
Absent:		
Minute Taker:	Coordinator	Paula Rorai

(TOTBBM – 3-5)
DISCLOSURE OF PECUNIARY INTEREST - None Stated.

(TOTBBM – 4-5)
DELEGATIONS – None at this meeting.

(TOTBBM – 5-5)
COMMUNICATIONS

5.1 BIA Board of Management Meeting Minutes

Motion: (BBM-14/17) Moved by: P. Bistany
Second by: J. Champoux

THAT the minutes of the Town of Tecumseh BIA Board of Management Meeting held on April 12, 2017, be approved as distributed.

APPROVED.
CARRIED.

(TOTBBM – 6-5)
REPORTS

6.1 CHAIR REPORT: No report at this time.

6.2 TREASURER REPORT: P. Bistany reports on the following month end financials:

Month End Report as of April 30, 2017

BIA Operating Account (8111130)	Bank Balance stands at:	$	53,550.47
Outstanding Payables	See Detail Page	$	456.24
BIA Ledger Balance stands at:	See Detail Page	$	53,094.23

BIA **Reserve Account**	Balance last month:		$	3,039.49
(Opened September 20, 2012)	Interest		$	6.74
			$	3,046.23
BIA Petty Cash stands at:			$	378.00
BIA Liabilities and Equity at:		March 31, 2017	$	64,452.01
Year To Date Levy Tax Requisition:		1st Quarter @ March 31, 2017	$	27,472.00
		2nd Quarter @ June 30, 2017	$	
		3rd Quarter @ September 30, 2017	$	
		4th Quarter @ December 31, 2017	$	
		Total to Date;	$	**27,472.00**

Instalments are due March 31, June 30, September 30, December 31

Total Tax Levy received for the **2016** fiscal year **$107,125.54**

Total Tax Levy received for the **2015** fiscal year **$117,883.89**

Total Tax Levy received for the **2014** fiscal year **$119,496.93**

Total Tax Levy received for the **2013** fiscal year **$105,270.54**

Motion: (BBM-15/17) Moved by: P. Bistany
Second by: D. Hoffgartner

THAT the Month End Treasurer's Report as of April 30, 2017, be accepted as distributed and filed for audit.

APPROVED.
CARRIED.

6.3 CO-COORDINATOR REPORT - P. Rorai reports on the following issues:

6.3.1 The BIA has been invited to use the Blackburn Radio tent on the Friday night of the Taste of Tecumseh event. The Chair of the ToT Committee confirmed we can sell Tecumseh Dollars and distribute directories, brand merchandise, etc. from the tent.

6.3.2 The President of the Optimist Club of St. Clair Beach recommends the Board send a letter asking for a grant/donation to help with the cost of the bouncy castle and mini golf for the Fall Into Health Day as activities for children. The Optimist Board reviews all requests that are for children's' benefits. The President also offers the Corn Maze for us to use during the FIHD. We will need to coordinate with Parks & Rec to both have it delivered and have volunteers set it up and tear it down and deliver it back to Manning Rd. building.

6.3.3 The Clerk's department sent By-Law Number 2017-21 regarding the levy for the 2017 budget.

6.3.4 St. Clair College Intern Placement is Colin Topliffe and he will start working as of May 22nd helping with the business directory, social media blasts, marketing for Night Market and FIHD.

6.4 COUNCIL REPORT - Councillor Altenhof reports on items from previous Council's meetings:

Activities around Tecumseh:

- Windsor-Essex Compassion Care Community (WECCC)
  - Presentation to Council, similar to as previous with TOTBIA
  - Mayor to present community award at June/26th
  - Similar to TOTBIA, Council was in support of this initiative

- TecumsehRec.ca active

- ✓ Website available to assist with up-to-date information and on-line registration of all Tecumseh Recreation programs
- ✓ On-line Activity Guide with Registration Form if residents prefer traditional registration methods

- Province-wide network of cycling routes
  - Draft province-wide cycling network has been developed
  - Public input to occur between April/12 to May/12 (2017)
  - Please visit Ontario.ca/cycling for information and input
- Senior's Month
  - Month of June/2017 to be proclaimed as Senior's Month
  - Posted on Town's website and social media
- Elections Method of Voting
  - Internet and Telephone voting method to be implemented for 2018 Municipal and School Board Elections
  - Favoured and data illustrates a larger amount of Voter Participation
- Tecumseh Fire Services Q1 2017 update
  - Service call volume, generally consistent to past years
  - Larger amount of calls in March/2017 as a result of high winds/weather issues
  - Public education efforts – use of social media – to promote fire safety
  - Fleet replacement – Pumper/rescue unit to replace 1990 vehicle, submission deadline of April/27/2017
  - Post-Traumatic Stress Disorder (PTSD) information seminar, to educate/aware Fire Service of PTSD
  - Auto Extrication Training, Feb/25/2017
  - Jr. Firefighters' Program – Summer Activity
  - St. Clair College – Co-op placements for 2 students
- New Town Vehicles:
  - (1) Tandem Axle Truck and Snow Plow Package
  - (1) 2500 Crew Cab Pickup Truck
  - (1) 1500 Ext. Cab Pickup Truck
  - All items under approved budget amount (item 1 $2,802 and items 2&3 – $3,264)
- Storm Drainage Master Plan
  - Notice of commencement
  - North-eastern portion of Tecumseh (Wards 1 to 3, only portions of 3)
  - PIC to be held later in 2017 and (expected) spring of 2018
  - www.tecumseh.ca/townhall/departmental-services/Engineering_Services/studies/storm_drainage_master_plan
- CP Rail 2017 Vegetation Control
  - To occur within Tecumseh between May/8th and August/31st (potentially extending into December/15th)
  - Important for safety
  - All herbicides are registered under Pest Management Regulatory Agency and biodegradable
- Ward Boundaries
  - Final decision to select OPTION 3B** as previously indicated
  - Not unanimous
- "Michael Rohrer Boulevard" corner
  - Corner of Riverside Dr. and Kensington
  - Very fitting tribute
  - Work commencing and should be ready for walk on May/20th
- 2016 Year End Update, Municipal Drains
  - Detailed yet concise report of the 2016 Municipal Drains
  - Details of construction, Repair, Maintenance and plant control provided
  - Details of the costs of above item noted
  - Staffing resources, engineering, and general timeline of work stated
- Lakeview Montessori School
  - A Special Council Meeting was held May/9th/2017 to receive input in regards to the proposed ZBA/OPA for the residential land owned by Lakeview Montessori School south of existing school structure
  - Representation from school and a number of residents
  - Information acquisition meeting only – no decisions made in regards to any ZBA/OPA.
- Up Coming Events

- TOTBIA Street Pole Banner Award Ceremony
  - ✓ Friday/May/12th, Tecumseh Arena
- Tecumseh Soirée event
  - ✓ Friday/May/12th, L'Essor High School
- Smiles for Miles 4v4 Soccer event
  - ✓ Saturday, May 27th, L'Essor/Tecumseh Soccer field
- Grand opening of Disc Golf Course at Lakewood Park
  - ✓ Saturday, May 27th, 11am – 12noon
- Michael Rohrer 1st Annual Heart & Soul Memorial Walk (Sat/May/20th/2017)
  - ✓ 5 km walk commencing at Lakewood Park
  - ✓ 9 am on-site registration, 10 am walk start

- BIA Board and Staff are encouraged to review Council meeting minutes from April/25th and May/9th/2017
  - Listing of relevant topics to BIA might exists but not articulated within this presentation

6.5 COMMITTEE REPORTS

6.5.1 Night Market – L. Proctor reports on the meeting with the event planner of the new location for both the June and July event which will be at the Tecumseh Towne Centre Plaza on Friday, June 23rd and Friday, July 21st. The BIA office is receiving calls from businesses that want rental prices and additional information about the Tecumseh Night Market and are being given the event planners contact information. P. Rorai requests that the BIA has a copy of their Vendor Application so we can forward on her behalf, send to the TOTBIA Members and upload to the web and Facebook accounts. C. Dennis will contact Teanna Lindsay.

6.5.2 Fall Into Health Day **–** L. Proctor reports currently there are:

- 27 Health & Wellness, food and retail members and vendors who have committed to participate in the event
- 19 Health & Wellness members who will perform demonstrations at the event
- 9 major sponsors at $3,250 and $2,000 in kind

(TOTBBM – 7-5)

UNFINISHED BUSINESS

7.1 11th Annual Street Pole Banner Contest received over 220 submissions and 16 original drawings and pictures have been selected that best depicts Celebrating Canada 150 theme. Awards ceremony will be held on Friday, May 12th at 7:00 pm in the Center Ice Room at the Arena. An invitation to Council and Miss Tecumseh has been sent and all Board Directors are expected to attend the ceremony.

7.2 Canada 150

7.2.1 Banners – 20 two sided Canada 150 logo have been ordered and delivered to be installed along with the artistic banners around the main arteries within the BIA boundary

7.2.2 Town Events - Parks & Rec has planned several activities to help to celebrate this summer and is asking if the BIA would like to be a sponsor or any of the following:

- June 30th Fireworks at Lakewood Park – 9PM - sponsorship $4,000
- July 1st Free Family Fun Day at Lakewood Park – 1-4PM - sponsorship $500 (cupcakes, Zoo To You, or Mad Science)
- July 2nd Windsor Symphony Orchestra Brass Quintet at Lakewood Park – 1-3PM - sponsorship $500

The Board agrees to not be a sponsor since they are sponsoring the Canada 150 street pole banners.

7.3 BIA Parkette Landscaping

7.3.1 Gazebo Stonework - At last month's Board meeting, Paul Anthony, Director of Parks & Rec. informed the Board that the Christmas tree will be replaced with possibly a larger one in the BIA Parkette at no cost to the BIA. As items are installed in the Parkette, such as sprinklers, additional landscaping, etc., the owner of the land adjacent to the Parkette is notified. Two quotes have been obtained for the stonework on the pergola: one quote at $6,377 (plus tax) and one at $4,500 (plus tax). The Town will place flower pots at other locations and in the Parkette as well at no cost to the BIA. Discussion on sponsoring park benches, bricks, etc. is still ongoing with Council to approve a sponsorship policy. J. Champoux inquired with another landscaping company and they confirmed that the quote for $4500 was a very good price for the size of the project. Board requests to obtain confirmation that the quote of $4500 is still valid and some addition details on the work that will be performed. P. Rorai contacted the landscaping company and the offer is still valid and will commence as soon as the quote is signed and payment for half the price is submitted.

Board agrees to defer the stonework till the fall.

7.3.2 Bike Racks for Parkette and Lakewood Park – defer till next meeting.

7.4 TOTBIA Constitution Draft – Waiting to meet with Clerk to finalize the first draft.

7.5 Reminder of Michael C. Rohrer Heart & Soul Walk on May 20th at Lakewood Park. Visit the Michael C. Rohrer Heart & Soul Facebook page for more information and to register.

(TOTBBM – 8-5)

NEW BUSINESS

8.1 Communication Methods – Several options were discussed on best methods to communicate with members i.e. send a new survey, visit members more often, conduct workshop and/or meet & greets. Suggestion to have marketing interns help during the spring and summer. P. Rorai will contact the video BIA Member and request a quote to produce a Town of Tecumseh BIA video.

8.2 Corn Festival Parade – Directors agree to be an entry in this year's parade and to order 5,000 Canada 150 tattoos as give-a-ways along parade route. M. Harris requests to invoice Lakeview Montessori for half of the order.

8.4 Get More. Windsor – C. Dennis reports on the purpose, mission and ad campaign that Windsor BIA is asking all BIAs in Windsor-Essex to sponsor.

Motion: (BBM-16/17) Moved by: J. Champoux
Second by: D. Hoffgartner

THAT the sponsorship for the Get More. Windsor U.S. advertising campaign be deferred until next year after additional information and statistics on the success of the campaign be reviewed.

APPROVED.
CARRIED.

8.3 OBIAA 2016 Member Salary & Levy Survey Results

Motion: (BBM-17/17) Moved by: B. Alltenhof
Second by: D. Hoffgartner

THAT the OBIAA 2016 Member Salary & Levey Survey Results be deferred to the next BIA Board of Management meeting in June.

APPROVED.
CARRIED.

(TOTBBM – 9-5)

NEXT MEETING

The next Board meeting will be on Wednesday, June 14, 2017 at 7:00 PM in the Public Works Building

(TOTBBM – 10-5)

ADJOURNMENT

Motion: (BBM-18/17) Moved by: L. Proctor
Second by: M. Harris

THAT there being no further business, the May 10, 2017 meeting of the BIA Board of Management be adjourned at 9:50 PM

CARRIED.
APPROVED.

DRAFT BIA BOARD MINUTES

Candice Dennis, Chair

Paula Rorai, Coordinator

DRAFT NOT YET APPROVED BY COMMITTEE

MINUTES OF A MEETING OF
THE CORN FESTIVAL COMMITTEE
FOR THE TOWN OF TECUMSEH

A meeting of the Corn Festival Committee for the Town of Tecumseh was held on Thursday, March 23, 2017, at the Tecumseh Recreation Complex & Arena, 12021 McNorton Street, Tecumseh, Ontario, at 6:30 p.m.

(CF 3-1)
CALL TO ORDER

Chair calls the meeting to order at 6:40 p.m.

(CF 3-2)
ROLL CALL

Present:	Executive Member	Anthony Corona
	Executive Member	David Lozinsky
	Executive Member	Jillian Parent
	Executive Member	John Parent
	Executive Member	Lawrence Pickle
	Executive Member	Leslie Furlan
	Executive Member	Phil Kane
	Executive Member	Ron Matysek
	Executive Member	Virginia Lopez
Also Present:	Councillor Liaison	Joe Bachetti
	Councillor Liaison (Alternate)	Andrew Dowie
	Director Corporate Services & Clerk	Laura Moy

(CF 3-3)
DISCLOSURE OF PECUNIARY INTEREST
None declared.

(CF 3-4)
DELEGATIONS AND COMMUNITY PARTNERS
a) Ken Fauteux, Jim Chute and Larry Applewaite

- Bands have been secured
- Thank the Committee for the 40 year participation in the Corn Festival, however, this will be the last year for the K of C

(CF 3-5)
COMMUNICATIONS

a) Corn Festival Committee Minutes, February 23, 2017

Motion: (CF-12/17) Moved by Member Jillian Parent
Seconded by Member Ron Matysek

That the February 23, 2017 Corn Festival Committee Minutes as presented, be adopted.

Carried

(CF 3-6)
REPORTS

a) Chair Report

- Met with new Members John Parent and Phil Kane
- John will be responsible for the Financial Portfolio
- Phil Kane will be responsible for Entertainment

b) Classic Car Show & Shirt Orders Report

- Let Kerri Rice know if you need shirts
- 2016 inventory is being reviewed and will be compared for current needs

DRAFT

c) Entertainment and Stage Production Report
- Look at varying themes for each of the nights
- Will be meeting David Lozinsky, Brian Houston and Tony Corona to further discuss

d) Financial Strategies Report
- Reviewed Financial Strategies Report handed out to the member
- $37,500 predicted revenue, $2,500 predicted new revenue and $7,000 in kind predicted

e) Marketing, Social Media and Photo Contest Report
- Social Media campaign to be developed
- Developing posters for advertising in local business

f) Pageant and Bingo Report
- Posters for schools are out
- WFCU Sponsor of $1,400, $1,600 Corn Fest Tent
- Seeking sponsors from Goodlife Fitness and Rain Fitness
- Baby contest – looking changing up – Mini Pageant with different age groups

g) Parade, Nibby Award, Hospitality, Information Booth & Merchandise Report
- Theme will be Canada 150
- Engaging Kathy B to assist with planning

h) Spirit Squad and Interactive Activities Report
- helping to fill in sponsorship gaps

i) Site Servicing, Vendors, Event Staff Report
- WDS garbage removal, Coxon providing 2 trailers, Unconquered Solar carts
- Obtaining quotes for security and port-a-johns
- Merchant Paper supplies

j) Council Report
- Welcome new committee members
- RFQ for coordinating the Festival in 2018 to be issued shortly

DRAFT

(CF 3-7)
UNFINISHED BUSINESS
None.

(CF 3-8)
NEW BUSINESS
None

(CF 3-8)
NEXT MEETING
The next meeting of the Tecumseh Corn Festival Committee will be scheduled Thursday, April 20, 2017, at 6:30 pm.

(CF 3-9)
ADJOURNMENT
Motion: (CF-13/17) Moved by Member Ron Matysek
Seconded by Member John Parent
That the March 23, 2017 Festival Committee meeting be adjourned at 7:40 p.m.

Carried

_____
David Lozinsky, Chairperson

DRAFT NOT YET APPROVED BY COMMITTEE

MINUTES OF A MEETING OF
THE CORN FESTIVAL COMMITTEE
FOR THE TOWN OF TECUMSEH

A meeting of the Corn Festival Committee for the Town of Tecumseh was held on Thursday, April 20, 2017, at the Tecumseh Recreation Complex & Arena, 12021 McNorton Street, Tecumseh, Ontario, at 6:30 p.m.

(CF 4-1)
CALL TO ORDER

Chair calls the meeting to order at 6:35 p.m.

(CF 4-2)
ROLL CALL

Present:	Executive Member	Anthony Corona
	Executive Member	David Lozinsky
	Executive Member	Jillian Parent
	Executive Member	John Parent (*Exited meeting at 7:03PM)*
	Executive Member	Leslie Furlan
	Executive Member	Virginia Lopez
Also Present:	Councillor Liaison	Joe Bachetti
	Manager Recreation Programs & Events	Kerri Rice
Regrets:	Executive Member	Lawrence Pickle
	Executive Member	Phil Kane
	Executive Member	Ron Matysek
	Councillor Liaison (Alternate)	Andrew Dowie

(CF 4-3)
DISCLOSURE OF PECUNIARY INTEREST
None declared.

(CF 4-4)
DELEGATIONS AND COMMUNITY PARTNERS
None.

(CF 4-5)
COMMUNICATIONS

a) Corn Festival Committee Minutes, March 23, 2017

Deferred to next meeting.

b) Tourism Windsor Essex Pelee Island "Best of Windsor Essex"

Motion: (CF-14/17) Moved by Member Jillian Parent
Seconded by Member John Parent

That Communications Item 4.5b) be received.

Carried

(CF 4-6)
REPORTS

a) Chair Report

- Chair has met with several committee members independently to review portfolios; plans for the festival are proceeding
- Tecumseh Transit bus service that includes advertising for the festival will be updated with this year's festival dates

DRAFT

- Town Administration has purchased inflatable light towers that will be made available for the festival's use; this will eliminate the need to rent portable light towers
- Reminder to all members to forward a report to the Chair in the event you are not able to attend a scheduled meeting
- Reminder to review and apply the recommendations from the Strategic Planning Session and Wrap-Up Meetings for this year's festival

b) Classic Car Show & Shirt Orders Report
- No report

c) Entertainment and Stage Production Report
- Chair provided a report on behalf of the Entertainment and Stage Production lead:
  - Entertainment performers are being contacted and scheduled
  - Exploring opportunities for cost savings for items related to performers, such as hotel reservations
  - Preparing the RFP for the Stage Production

d) Financial Strategies Report
- Focus will be on attracting new sponsors
- Concerns of rumors of the future of the festival; Financial Strategies Lead requests that all committee members communicate the message that the festival is continuing; Lead will be developing a standardized message for members to follow
- Sponsorship package is being updated
- Looking to coordinate a media event; announcement that the festival is looking for support from the community

e) Information Booth & Merchandise Report
- No report

f) Marketing, Social Media and Photo Contest Report
- Chair provided report on behalf of the Marketing, Social Media and Photo Contest lead:
  - Met with Blackburn Radio to negotiate a marketing campaign package
  - Will be focusing on promoting the festival through Social Media; looking to increase profile and start early on all sites; including contests such as tickets for rides, food, admission and parking.
  - Prior to next meeting, will be scheduling meetings with other media outlets to finalize the festival's marketing campaign.

g) Pageant and Bingo Report
- Crown has been ordered
- Scheduled the charity fundraiser on August 12 at Average Joes that includes a pasta dinner & fashion show; funds raised will go toward supporting XX
- MCs have been booked
- Photographer has been booked
- Will be dropping off flyer to the high schools next week

h) Parade, Nibby Award, Hospitality Report
- Received approval from Tecumseh United Church to use of the parking lot for the parade band busses
- Applications have been posted for the parade and Nibby Award
- Secured Lynn Martin from AM800 as a judge for the parade
- Will require a sign for the parade judges; Chair suggested that this request be brought forward to Member Larry Pickle

Motion: (CF-15/17) Moved by Member Vicky Lopez
Seconded by Member Jillian Parent

That the order for the dignitaries within the parade will be as follows: Mayor, Deputy Mayor, Councillors in alphabetical order by last name, MPs, MPPs, City/County officials and School Board Trustees.

Carried

i) Spirit Squad and Interactive Activities Report
- Found someone to design the colouring contest
- Spoke to Red Line Inflatables for quotes for the bouncy castle and putt putt golf
- Looking to coordinate an outdoor movie after the pageant on Thursday evening
- Looking at other ideas such as a photo booth; community mural

DRAFT

j) Site Servicing, Vendors, Event Staff Report
- Proceeding on schedule
- Requesting quotes and placing orders for site services (portajohns, security, etc.)

k) Council Liaison Report
- No report

(CF 4-7)
UNFINISHED BUSINESS
None.

(CF 4-8)
NEW BUSINESS
None.

(CF 4-8)
NEXT MEETING
The next meeting of the Tecumseh Corn Festival Committee will be scheduled Thursday, May 18, 2017, at 6:30 pm.

(CF 4-9)
ADJOURNMENT
Motion: (CF-16/17) Moved by Member Vicky Lopez
Seconded by Member Leslie Furlan
That the April 20, 2017 Festival Committee meeting be adjourned at 7:45 p.m.

Carried

_____
David Lozinsky, Chairperson

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

A meeting of the Senior Advisory Committee (SAC) for the Town of Tecumseh was held on Thursday, May 25, 2017, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 5-1)
ORDER
The Vice-Chair calls the meeting to order at 6:08 p.m.

(SAC 5-2)
ROLL CALL

Members Present:	Chair	- Doug Drouillard (6:46 pm)
	Member	- Dara Pfeifer O'Connor
	Member	- Don Crowder
	Member	- Nancy Tennant
	Vice-Chair	- Paul Morand
Also Present:	Deputy Clerk	- Christina Hebert
Absent:	Member	- Michelle Philion

(SAC 5-3)
DISCLOSURE OF PECUNIARY INTEREST
None Reported.

(SAC 5-4)
DELEGATIONS
CARP – Larry Duffield, Chair, Windsor Essex Chapter #7
Mr. Larry Duffield, Chair of CARP Windsor-Essex Chapter No.7 provides the Members with an overview of CARP.

CARP is a national, non-partisan, non-profit organization which promotes the rights and interests of seniors. Their mission statement is to advocate for better healthcare, financial security and freedom from age discrimination for Canadians as they age. CARP plays an active role in the creation of policy and legislation that impacts older Canadians. CARP works closely with all levels of government and collaborates with other organizations to advocate on health and financial issues.

CARP offers membership options which include a subscription to the Zoomer Magazine.

Mr. Duffield highlights the various discounts and benefits provided to CARP Members and indicates new members are always welcome.

In response to a query, Mr. Duffield advises approximately 2,400 households in Windsor Essex are members of CARP.

(SAC 5-5)
COMMUNICATIONS
Minutes
A. Senior Advisory Committee Meeting held April 27, 2017

Motion: (SAC 13/17) Moved by Member Nancy Tennant
Seconded by Member Dara Pfiefer O'Connor
THAT the Minutes of the Senior Advisory Committee meeting held April 27, 2017, be approved.

Carried

(SAC 5-6)
REPORTS
None.

(SAC 5-7)

UNFINISHED BUSINESS

Community Safety Workshops

Community Safety Officer Karen Sinnaeve's availability for the Fraud for Seniors' workshop is provided.

The Deputy Clerk advises she has contacted the apartments on Tecumseh Road. Plaza East has confirmed their interest in participating in the workshop and is agreeable to the dates provided. Place Tecumseh is still to confirm their interest.

The Members select Wednesday, July 19, 2017 to host the workshop.

It is recommended that one session commence at 10:00 am and the second session commence at 1:00 pm. Plaza East conveyed their preference for the 1:00 pm session.

Further to the suggestion for a 'Lunch n' Learn' prior to the workshop commencing, Plaza East appreciated the idea but indicated the tenants would likely not participate.

The Committee will continue to provide light refreshments at the workshops. Vice Chair Paul Morand will contact Tim Horton's to inquire about a donation.

Senior Services Directory

Member Dara Pfeifer O'Connor provides the Members with a copy of '50+ Windsor Essex Guide & Directory' (50+ Guide), for information sharing and as an example of a seniors' directory.

The Members review the 50+ Guide and note the 'Community Services' section which may be of value for inclusion in the senior services directory.

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

Seniors Community Grant Program

The Members are apprised that the Town has received conditional approval with respect to the Seniors Community Grant Program, in support of a proposed pilot partnership project with Life After Fifty.

The Committee will be kept informed as further information becomes available.

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. Volunteers are also needed for assembling the 'thank you' packages for participants. 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. Julie Butler, a local artist is suggested.

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

(SAC 5-8)
NEW BUSINESS
None.

(SAC 5-9)
NEXT MEETING
The next meeting of the Senior Advisory Committee will be held Thursday, June 22, 2017 at 6:00 p.m.

(SAC 5-10)
ADJOURNMENT

Motion: (SAC-14/17) Moved by Member Nancy Tennant
Seconded by Member Don Crowder

THAT there being no further business, the May 25, 2017, meeting of the Senior Advisory Committee be adjourned at 7:19 p.m.

Carried

_____
Doug Drouillard, Chair

_____
Paul Morand, Vice-Chair

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, June 5, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 6-1)
ORDER
The Vice-Chair calls the meeting to order at 4:37 p.m.

(YAC 6-2)
ROLL CALL

Members Present:	Member	- Ava Ruuth
	Member	- Brendan Froese
	Vice-Chair	- Kristi Koutros
	Member	- Rachel Haddad
Also Present:	Deputy Clerk	- Christina Hebert
Absent:	Secretary	- Paytin Gardner
	Treasurer	- Andre Ducharme
	Chair	- Hannah Ruuth

(YAC 6-3)
DISCLOSURE OF PECUNIARY INTEREST
None Reported.

(YAC 6-4)
DELEGATIONS
None.

(YAC 6-5)
COMMUNICATIONS
Minutes
A) Youth Advisory Committee Meeting held May 8, 2017

Motion: (YAC-20/17) Moved by Member Ava Ruuth
Seconded by Member Brendan Froese
THAT the Minutes of the Youth Advisory Committee meeting held May 8, 2017, be approved.

Carried

(YAC 6-6)
REPORTS
None.

(YAC 6-7)
UNFINISHED BUSINESS
Tecumseh Leisure Pool Rock & Swim / Social Media Day 2017
The Members are advised the Recreation Department has secured a DJ for the Rock & Swim on June 30, 2017 at the Tecumseh Leisure Pool. The free swim is scheduled to start at 1:00 pm.

Further to the suggestion made at the last meeting, name tags for the Members to wear at the upcoming events on June 30 and July 1 are distributed.

Chalk is also provided for the Community Chalk Tweet in celebration of Social Media Day on June 30.

The Members are reminded to encourage patrons attending the Rock & Swim to participate by using chalk to draw and/or write their favourite things about Canada and Tecumseh, in keeping with the Canada 150 theme. The family friendly images will be promoted on the YAC's social media using the official hashtag #SMdayYQG. #YQG and #SMday are also encouraged as secondary hashtags.

Any further details respecting the Rock & Swim will be sent to the Members in advance of the event.

Canada Day Celebrations
The Members reaffirm their commitment 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.

The Recreation Department is continuing to organize the event and further information will be shared as it becomes available.

Canada 150 Mosaic Project
The Members are reminded the Canada 150 Mosaic Project workshops will be held at the Tecumseh Arena on Monday, June 19, 2017 and at Tecumseh Vista Academy on Tuesday, June 20, 2017.

The area schools will be attending the morning and early afternoon sessions, with the community attending the afternoon and evening sessions.

Participant forms are being received from individuals who are interested in being entered into a draw to be selected to paint a tile at one of the painting workshops. Committee Members interested in entering the draw to paint a tile are asked to email the Deputy Clerk.

'Thank you' packages to the participants are being assembled this week for distribution at the workshops.

Appreciation is expressed to the Members who have volunteered to assist with set up, replenishing supplies, clean up, etc. The workshop sessions are being finalized and confirmation of the session times and details will be sent to the volunteers.

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

The event will be also promoted on the YAC's social media.

Ontario 150 Partnership Program
The Members are advised that initial planning is underway for the Ontario 150 Partnership Program Job Fair, anticipated to be held in the Fall. A reminder is given for continued suggestions and input in respect of the planning details.

(YAC 6-8)
NEW BUSINESS
None

(YAC 6-9)
NEXT MEETING
The next meeting of the YAC will be held on Monday, July 17, 2017, at 4:30 p.m.

(YAC 6-10)
ADJOURNMENT

Motion: (YAC-21/17) Moved by Member Brendan Froese
Seconded by Member Rachel Haddad
THAT there being no further business, the June 5, 2017, meeting of the Youth Advisory Committee be adjourned at 5:12 p.m.

Carried

_____
Kristi Koutros, Vice-Chair

_____
Christina Hebert, Deputy Clerk

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, June 5, 2017 in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 pm.

(HC 6-1)
ORDER
The meeting was adjourned due to a lack of quorum. No discussion was held and no decisions were made.

(HC 6-2)
ROLL CALL

	Councillor	- Brian Houston
	Vice-Chair	- Ian Froese
	Member	- Dwayne Ellis
	Councillor	- Rita Ossington
Also Present:	Deputy Clerk	- Christina Hebert
Absent:	Chair	- Jerome Baillargeon
	Member	- Rhonda Dupuis
	Member	- Chris Carpenter
	Member	- Terry England

(HC 6-3)
DISCLOSURE OF PECUNIARY INTEREST
None Reported.

(HC 6-4)
DELEGATIONS
None.

(HC 6-5)
COMMUNICATIONS
Minutes
A) Heritage Committee Meeting held May 8, 2017

Motion: (HC-19/17) Moved by
Seconded by
THAT the Minutes of the Heritage Committee meeting held May 8, 2017, be approved.

Carried

(HC 6-6)
REPORTS
None.

(HC 6-7)
UNFINISHED BUSINESS
Heritage Property Listing

Tecumseh Historical Archives Online Demonstration

Canada 150 Mosaic Project

(HC 6-8)
NEW BUSINESS
None.

(HC 6-9)
NEXT MEETING
The next meeting of the Heritage Committee will be held on Monday, July 17, 2017, at 6:00 pm.

(HC 6-10)

ADJOURNMENT

Motion: (HC-20/17) Moved by
Seconded by

THAT there being no further business, the June 5, 2017 meeting of the Heritage Committee be adjourned at ____ 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, June 5, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 7:00 pm.

(CAAC 6-1)
ORDER
The Chair calls the meeting to order at 7:04 pm.

(CAAC 6-2)
ROLL CALL

Present:	Member	- Ian Froese
	Councillor	- Brian Houston
	Member	- Phil Kane
	Member	- Dwayne Ellis
	Councillor	- Rita Ossington
	Chair	- Marian Drouillard
Also Present:	Deputy Clerk	- Christina Hebert
	Director Corporate Services & Clerk	- Laura Moy
Absent:	Vice-Chair	- Rhonda Dupuis
	Member	- Jerome Baillargeon
	Member	- Ashleigh Neal

(CAAC 6-3)
DISCLOSURE OF PECUNIARY INTEREST
None reported.

(CAAC 6-4)
DELEGATIONS
Tom Rindlisbacher Re: Storyboard Request – Harold Rindlisbacher
The Director Corporate Services & Clerk explains, in keeping with the Town's Storyboard Policy No. 88, the process for the approval and placement of Storyboard Plaques when the Town receives requests for a Storyboard Plaque to commemorate a significant historical event, person, date or a physical and natural feature.

The Family of Harold Rindlisbacher has submitted a written request for a Storyboard Plaque. Consultation is being held with the Planning & Building Services Department and Parks & Recreation Services Department, as well as on tonight's Agenda for consultation with the Committee.

Mr. Tom Rindlisbacher provides an overview of his father Harold's accomplishments, including five (5) terms of office as Deputy Reeve for St. Clair Beach.

The proposed location is in Lakewood Park [North Side].

The Director Corporate Services & Clerk advises the Town is looking at developing a Lakewood Park Storyboard which would highlight the overall history of the park and would be located on the Pavilion wall.

Following a final review of the proposed story, submitted by the Rindlisbacher Family, and a report to Council, it is anticipated that the Storyboard Plaque would be installed in the early Fall.

Motion: (CAAC-15/17) Moved by Councillor Rita Ossington
Seconded by Member Ian Froese

THAT the Cultural & Arts Advisory Committee supports the proposed Storyboard Plaque, as submitted by the Rindlisbacher Family, and recommends the approval and placement of the final Storyboard Plaque in Lakewood Park [North Side].

Carried

The Director Corporate Services & Clerk vacates the meeting at 7:31 p.m.

(CAAC 6-5)
COMMUNICATIONS
Minutes
a) Cultural & Arts Advisory Committee Meeting held May 8, 2017

Motion: (CAAC-16/17) Moved by Councillor Brian Houston
Seconded by Member Dwayne Ellis
THAT the Minutes of the Cultural & Arts Advisory Committee meeting held May 8, 2017, be approved.

Carried

(CAAC 6-6)
REPORTS
Briefing Note Re: Tecumseh Area Historical Society Feather Project, Phase 2
The Deputy Clerk provides an overview of the status of the Tecumseh Area Historical Society Feather Project. Seven (7) additional feathers are in the final stages of completion and the locations for the additional feathers need to be determined.

The recommended locations for the additional seven (7) feathers, as listed in the Briefing Note on the Agenda, are discussed.

Motion: (CAAC-17/17) Moved by Councillor Brian Houston
Seconded by Member Dwayne Ellis
THAT the Cultural & Arts Advisory Committee, taking into consideration well-light, high traffic areas for visibility and deterrence from vandalism, recommend the seven (7) new feather sculptures be placed at the following locations:

Ward 1: Fire Station No. 1
OPP Station
Tecumseh Arena

Ward 2: Parks Building – Manning Road
Cada Library to complement the Feather Sculpture at Green Acres Park or alternatively, the South Side of Lakewood Park, closest to the new Pedestrian Bridge

Ward 3: Rocheleau Park

Ward 4: Fire Station No. 2 – Walker Road

Carried

(CAAC 6-7)
UNFINISHED BUSINESS
Soirée Coffee House Wrap Up
Discussion ensues regarding the Soirée Coffee House and the positive feedback the Members received from the performers and l'Essor.

The event was very well attended, with excellent performances contributing to a successful evening.

The Members provide the following suggestions for future Coffee House events:

- Incorporate tea lights on the tables for atmosphere and lighting
- Signage to identify beverages to assist patrons as the Auditorium was dark and hard to differentiate between the regular and decaf coffee
- If continuing to host Coffee Houses, developing a program template would be ideal and efficient
- Ensure the Sound Technician is aware of where to position performers on the floor to avoid 'feedback' from the sound system
- Increase use of social media for promotion of the event, including developing a hashtag and encouraging patrons to share photos/videos during the event, etc.
- Consider hosting auditions for interested performers

Canada 150 Mosaic Project

The Members are reminded the Canada 150 Mosaic Project workshops will be held at the Tecumseh Arena on Monday, June 19, 2017 and at Tecumseh Vista Academy on Tuesday, June 20, 2017.

The area schools will be attending the morning and early afternoon sessions, with the community attending the afternoon and evening sessions.

Participant forms are being received from individuals who are interested in being entered into a draw to be selected to paint a tile at one of the painting workshops. Committee Members interested in entering the draw to paint a tile are asked to email the Deputy Clerk.

Thank you packages to the participants are being assembled this week for distribution to the participants at the workshops.

Appreciation is expressed to the Members who have volunteered to assist with set up, replenishing supplies, clean up, etc. The workshop sessions are being finalized and confirmation of the session times and details will be sent to the volunteers.

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

(CAAC 6-8)

NEW BUSINESS

Dillon Drive

Councillor Rita Ossington explains the history and significance of Dillon Drive which is named after Jack Dillon, a World War II veteran who passed away.

The Members concur that proper naming recognition in honour of veterans needs to be further explored.

Motion: (CAAC-18/17) Moved by Councillor Brian Houston
Seconded by Member Dwayne Ellis

THAT That the Cultural and Arts Advisory Committee recommend that the process and protocol for naming recognition, specific to veterans, including associated costs, be investigated.

Carried

Culture Days

A reminder is provided that Culture Days is scheduled for September 29 – 30 and October 1, 2017. The Members will begin brainstorming ideas for this year's event.

(CAAC 6-9)

NEXT MEETING

The next meeting of the Cultural & Arts Advisory Committee will be held on Monday, July 17, 2017, at 7:00 pm, in the Sandwich South Room, Tecumseh Town Hall.

(CAAC 6-10)

ADJOURNMENT

Motion: (CAAC-19/17) Moved by Member Ian Froese
Seconded by Member Brian Houston

THAT there being no further business, the June 5, 2017, meeting of the Cultural & Arts Advisory Committee be adjourned at 8:51 pm.

Carried

_____
Marian Drouillard, Chair

_____
Christina Hebert, Deputy Clerk

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

The Police Services Board of the Town of Tecumseh convened in regular session on Thursday, June 8, 2017 at 4:30 p.m. at the Tecumseh Town Hall, 917 Lesperance Road, Tecumseh, Ontario.

(PSB 3-1)
ORDER:
Chair Christopher Hales called the meeting to order at 4:34 p.m.

(PSB 3-2)
MOMENT OF SILENCE:
The members observed a moment of silence in memory of the late Essex County OPP Detective Constable Stéphane Bilodeau. Inspector Glenn Miller thanked the board and the Town for support provided to the OPP during this difficult time.

(PSB 3-3)
ROLL CALL:

Present:	Chair	- Christopher Hales
	Vice Chair	- Fred Stibbard
	Member	- Deputy Mayor Joe Bachetti
	Member	- Eleanor Groh
Also Present:	OPP	- Inspector Glenn Miller
	OPP	- Sgt. Brad Sakalo
	Secretary	- Tony Haddad
	Recording Secretary	- Ellen Preuschat

Mayor Gary McNamara was absent due to municipal business.

(PSB 3-4)
DISCLOSURE OF PECUNIARY INTEREST:
There was no pecuniary interest declared by a member of the Board.

(PSB 3-5)
APPROVAL OF THE AGENDA:

Motion: (PSB 20/2017) Moved by Vice Chair Fred Stibbard
Seconded by Member Eleanor Groh

THAT the members of the Police Services Board for the Town of Tecumseh approve the Agenda dated June 8, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 3-6)
APPROVAL OF THE PREVIOUS MINUTES:

Motion: (PSB 21/2017) Moved by Member Eleanor Groh
Seconded by Deputy Mayor Joe Bachetti

THAT the members of the Police Services Board for the Town of Tecumseh approve the Regular Minutes dated April 13, 2017, and the In-Camera minutes dated April 13, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 3-7)
DELEGATIONS:
None.

(PSB 3-8)

OPP MONTHLY REPORT:

Staff Sgt. Sakalo provided highlights of the April and May 2017 OPP reports. In addition, he reported that the OPP plans to launch *Project Safe Trade* provincially, likely in September 2017. It was suggested to OPP management that Tecumseh would be an ideal launch location; the project is currently under development.

CAO Tony Haddad inquired if the OPP is taking a proactive approach to bike patrols in parks. Staff Sgt. Sakalo responded that the number of such patrols has increased now that the warmer weather is here.

Chair Hales raised concerns brought to his attention by residents regarding traffic safety in the area of École Sainte-Marguerite-d'Youville at St. Thomas and Centennial. Deputy Mayor Bachetti suggested that a joint approach by the school board, municipality, police and health unit is required to solve serious traffic issues around schools. CAO Haddad indicated support for additional police enforcement and ticketing of violators in this area.

CAO Tony Haddad commended the OPP and specifically Community Safety Officer Karen Sinnaeve for a very successful Distracted Driving Campaign. Mr. Haddad stated that he attended the accident simulation and other activities at L'Essor high school and witnessed first-hand its impact on the participating students.

Motion: (PSB 22/2017) Moved by Vice Chair Fred Stibbard
Seconded by Member Eleanor Groh

THAT the OPP Report for the months of April and May 2017 be received.

Carried.

(PSB 3-9)

REPORTS

1. *Christopher Hales, Chair,* Re: OAPSB/OACP Zone 6 Meeting – April 19, 2017 in Aylmer, ON
2. *Christopher Hales, Chair,* Re: Joint Essex County Police Services Board Meeting – May 26, 2017 in Kingsville, ON

Motion: (PSB 23/2017) Moved by Member Eleanor Groh
Seconded by Vice Chair Fred Stibbard

THAT the reports by Chair Christopher Hales on the OAPSB/OACP Zone 6 Meeting held on April 19, 2017 in Aylmer, ON and the Joint Essex County Police Services Board Meeting held on May 26, 2017 in Kingsville, ON be received;

AND THAT the proposal made at the Joint Essex County Police Services Board Meeting held on May 26, 2017 in Kingsville, ON, for the OPP to host a regional workshop aimed at municipal staff and BIAs to promote the principles of Crime Prevention through Environmental Design (CPTED) be supported;

AND FURTHER THAT a contribution to cover a portion of the registration and accommodation expenses for the Essex County OPP Detachment Commander to attend the 2017 OAPSB Conference and AGM in Blue Mountain, ON from June 21 – 24, 2017, as proposed at the Joint Essex County Police Services Board Meeting held on May 26, 2017 in Kingsville, ON, and in accordance with the 2017 budget, be approved;

AND FURTHERMORE THAT the Tecumseh Police Services Board host the next Joint Meeting of the Essex County OPP Detachment Police Services Boards at a date to be determined, in accordance with the provisions of the 2017 or 2018 budget (depending on the meeting date).

Carried.

(PSB 3-10)

COMMUNICATIONS:

A – Action Required

1. *Bonnie Sander, Clerk, Township of Essa,* Re: Council Resolution re: New Driver Signs, May 5, 2017

Motion: (PSB 24/2017) Moved by Vice Chair Fred Stibbard
Seconded by Member Eleanor Groh

THAT the April 19, 2017 Resolution by the Council of the Township of Essa respecting New Driver signs, as referred to the board by Tecumseh Town Council at their May 23, 2017 regular meeting for review and recommendation, be received.

Carried.

B – For Information Purposes

1. *Kingsville Police Services Board,* Re: Invitation to Special Meeting of Council on "Off Road Vehicles and By-law Considerations for Municipalities" – June 6, 2017
2. *Essex County OPP,* Re: Monthly Report – March 2017

Motion: (PSB 25/2017) Moved by Deputy Mayor Joe Bachetti
Seconded by Vice Chair Fred Stibbard

THAT the correspondence detailed as Items 1-2, B – For Information Purposes, be received.

Carried.

(PSB 3-11)

OLD BUSINESS:

1. Independent Police Oversight Review
   Vice Chair Fred Stibbard provided an overview of the presentation by the Honourable Michael H. Tulloch in Windsor on April 18, 2017 and provided each board member with a copy of the *Report of the Independent Police Oversight Review*.

(PSB 3-12)

NEW BUSINESS:

1. Memorial Donation – Late Detective Constable Stéphane Bilodeau

Motion: (PSB 26/2017) Moved by Deputy Mayor Joe Bachetti
Seconded by Member Eleanor Groh

THAT a contribution in the amount of $500 to the trust fund established for the children of the late Essex County OPP DC Stéphane Bilodeau, to be funded from the board's Public Relations account, be approved.

Carried.

2. OPP Update on Post Traumatic Stress Syndrome (PTSD) and Mental Health Services
   Inspector Miller provided the board with an update on the types of mental health support services available to members of the OPP facing a personal or professional crisis.

3. Agreements – Community Policing Partnerships Program and 1000 Officers Partnership Program

Motion: (PSB 27/2017) Moved by Member Eleanor Groh
Seconded by Vice Chair Fred Stibbard

THAT Chair Christopher Hales be authorized to execute Ontario Transfer Payment Agreements 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 Tecumseh Police Services Board for the period commencing April 1, 2017 and ending March 31, 2018 for the purpose of extending (1) the Safer Communities – 1,000 Officers Partnership Program Agreement, and (2) the Community Policing Partnerships Program Agreement, which ended on March 31, 2017.

Carried.

4. Other New Business

a. *Presentation to Council*
A presentation to Town Council on the 2017 OAPSB Spring Conference and Annual General Meeting will be scheduled for the September 26 or October 24 Regular Council meeting.

b. *New OPP Personnel*
Inspector Miller noted that four new officers commenced duties in Essex County this month, including one in Tecumseh. Essex County is viewed by many within the organization as a preferred location to live and work.

(PSB 3-13)
NEXT MEETING
The next meeting of the Police Services Board will be held Thursday, September 14, 2017 at 4:30 p.m.

(PSB 3-14)
ADJOURNMENT

Motion: (PSB 28/2017) Moved by Deputy Mayor Joe Bachetti
Seconded by Vice Chair Fred Stibbard

THAT there being no further business to discuss, the June 8, 2017 meeting of the Tecumseh Police Services Board adjourn at 5:40 p.m.

Carried.

_____
Christopher Hales, Chair

_____
Tony Haddad, Secretary

THE CORPORATION OF THE
TOWN OF TECUMSEH

Chief Administrative Officer
Report No. 07/17

TO:	Mayor and Members of Council
FROM:	Chief Administrative Officer
DATE OF REPORT:	May 14, 2017
DATE TO COUNCIL:	June 27, 2017
SUBJECT:	Supplementary Report on Ontario Power Generation Deep Geological Repository

RECOMMENDATIONS

It is recommended that:

1. Report 07/17, Supplementary Report on Ontario Power Generation Deep Geological Repository, dated June 27, 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 (OPG) preferred site location to house nuclear waste in Kincardine, Ontario and the potential environmental effects to the Great Lakes. The project is called the Deep Geological Repository (DGR).

At the May 23, 2017, Council requested an amended report that details what the environmental impacts of the planned OPG DGR would be.

The previous report (CAO Report 06-17) outlined what the OPG DGR was and the process to identify it. The report also listed other locations where nuclear waste was stored unsuccessfully. This amended report outlines the history of the OPG DGR proposal, the process to date, the opposition to it, the response from the Government of Canada and details on other nuclear storage facilities/proposals globally.

COMMENTS

Ontario Power Generation & Nuclear Waste

OPG has stored low- and intermediate-level nuclear waste from their three sites (Bruce, Pickering & Darlington) at ground level at the Bruce site in Tiverton, Ontario since 1974. It is stored in their Western Waste Management Facility (WWMF) which was never intended as a long-term storage facility. Tiverton, Ontario is located on the shores of Lake Huron, halfway between Kincardine and Saugeen Shores, Ontario.

Low-level waste can be handled without special radiation protection and includes things like mops, rags, paper towels, floor sweepings, and protective clothing used in nuclear stations. Intermediate-level waste cannot be handled without protection equipment and includes used reactor core components, refurbishment wastes, ion-exchange resins and filters used to purify reactor water systems, and used reactor components such as pressure tubes. Much of the waste proposed to be placed in the DGR is already stored at the WWMF in engineered storage structures.

Prior to November 2002, OPG was responsible for implementing a long-term solution for managing low- and intermediate-level nuclear waste under the *Radioactive Waste Policy Framework (1996).* In April, 2001, the Canadian Government introduced the *Nuclear Fuel Waste Act* respecting the long-term management of nuclear fuel waste or high-level waste with implementation on November 15, 2002. OPG has stated that this legislation prompted the Municipality of Kincardine (Kincardine) to initiate discussions regarding the long-term management of the materials stored at the WWMF.

In 2002, Kincardine and OPG signed a Memorandum of Understanding (MOU) to set out terms under which OPG, in consultation with Kincardine, would develop a plan for the long-term management of the waste stored at their Bruce site. Golder Associates, on behalf of OPG and Kincardine, conducted an Independent Assessment Study of three long-term waste management options: enhanced processing and surface storage, surface concrete vaults, and deep rock vaults or Deep Geological Repository (DGR). The study, published in 2004, included technical feasibility and socio-economic impacts, as well as a review of international practices for nuclear waste management.

The assessment found that all three options were feasible and could be safely constructed and operated at the WWMF, and that no clear preference for any of the three options had been identified in public attitude. Kincardine identified the DGR as its preferred option for the long-term management of low- and intermediate-level waste, and endorsed the project on April 21, 2004. Kincardine also passed a resolution stipulating that no used fuel would be placed in the DGR.

OPG Deep Geological Repository

OPG developed the DGR plan and put it forward under the *Canadian Environmental Assessment Act* in December 2005. The proposal would see the construction of a DGR below the Bruce WWMF, 680 meters underground and more than a kilometer away from any part of Lake Huron. OPG claimed it would have no impact on the surrounding environment because it would be located in a thick formation of sedimentary rock which has very low permeability, is virtually dry and has remained stable for more than 450 million years. The rock is predominantly limestone and OPG has stated they chose the site because the surrounding communities of Kincardine and Saugeen Shores had volunteered as host communities.

The DGR would store approximately 200,000 cubic meters of low- and intermediate-level waste (equivalent to the amount currently stored at the WWMF) and be in operation for approximately 35-40 years. Following that, OPG would conduct an environmental assessment and with approval, decommission it over five years. The operation phase would involve depositing the waste underground and the decommissioning phase would include removal of the surface facilities and installation of seals in each of the shafts. A concrete monolith would be installed at the base of the shaft, infrastructure disconnected and access ways sealed.

In June, 2007, the then Canadian Government referred the project to a Joint Review Panel with public consultation to determine the Environmental Impact Statement (EIS) Guidelines. On January 26, 2009, the EIS Guidelines and an Agreement to Establish a Joint Review Panel for the DGR were issued. The EIS Guidelines outlined the minimum information requirements for the detailed analysis of the potential environmental effects of the project. OPG submitted their EIS in 2011.

On January 24, 2012, the Joint Review Panel was established by the Ministry of the Environment and the Canadian Nuclear Safety Commission (CNSC) under CEAA (1999) and the *Nuclear Safety and Control Act.* When the new *Canadian Environmental Assessment Act, 2012* came into effect in July 2012, the then federal Minister of the Environment, the Honourable John Baird, and the President of the CNSC, Dr. Michael Binder, amended the Panel Agreement, confirming that the project review would continue under the new legislation.

Under the Terms of Reference for the review panel, the Panel was to obtain all of the information it required in order to prepare its report to the Minister of the Environment. To do so, the Panel encouraged participation of government agencies, members of the public, and First Nations throughout the process. Participants had the opportunity to comment on whether the EIS from OPG adequately addressed the requirements set out in the EIS Guidelines issued to OPG by the federal government. Public hearings were held in both Kincardine and Saugeen Shores, Ontario, and public comments were accepted online. The Panel also issued a total of 515 requests for additional information to OPG in order to obtain information required to meet the requirements of the EIS Guidelines.

On May 6, 2015, the Joint Review Panel published their 450-page Environmental Assessment Report endorsing the DGR project proposal. The Panel report summarized the information received by the Panel, including comments from participants, and the Panel's conclusions. The conclusion was that the project was not likely to cause significant adverse environmental effects, taking into account the implementation of the mitigation measures committed to by OPG together with the mitigation measures recommended by the Panel.

The proposal received additional review when the new federal government came to power in fall 2015. On February 18, 2016, the new Minister of Environment and Climate Change, the Honourable Catherine McKenna, requested additional information and further studies from OPG on three aspects: alternate locations for the project, cumulative environmental effects of the project, and an updated list of mitigation commitments for each identified adverse effect under the CEAA 2012.

In requesting additional information from OPG concerning alternate locations, Minister McKenna requested "a study that details the environmental effects of technically and economically feasible alternate locations for the project, with specific reference to actual locations that would meet Ontario Power Generation's criteria for technically and economically feasible". OPG responded by letter on April 15, 2016, outlining their interpretation of the request for additional information and stating that they intended to provide an assessment of the environmental effects of two technically and economically feasible geologic regions in Ontario for a new disposal facility outside of the proposed DGR at the Bruce site.

OPG considered a DGR located in a sedimentary rock formation located in Southern Ontario and a DGR located in a granite rock formation in central to northern Ontario. On December 28, 2016, OPG submitted their response to the request for additional information where they applied the criteria of technical and economic feasibility to the entire province of Ontario, and provided the Panel with two geographic regions that met the criteria. The GPS coordinates for the two additional sites encompassed more than 70% of the province of Ontario.

On December 12, 2016, the Canadian Government extended the time limit for the issuance of the Decision Statement for the proposed DGR project by 243 days into August 2017. This announcement was met with renewed calls for the federal government to deny the proposal from opposition Members of Parliament, municipalities opposed to the proposal and various groups worried about environmental impacts.

Canadian Nuclear Safety Commission

Since 1978, the CNSC has explored options for safely storing used nuclear waste in granite rock in the Canadian Shield. In 2008, CNSC began investigating sedimentary rock as a suitable geologic formation. Previous research focused on the feasibility of constructing a DGR facility in the Canadian Shield, formed of igneous, not sedimentary rock. The Nuclear Waste Management Organization began its site selection to find a willing community to host a DGR site, "in a suitable rock formation". This is known as a "volunteer first" policy, which means that communities must put themselves forward to host the site, and would get financial compensation. As the willing host for the OPG DGR project, Kincardine and adjacent municipalities would receive financial benefits and payments from OPG totalling approximately $7 million.

Global Deep Geological Repositories

To date, DGRs in Europe, the United States and Asia have been constructed in granite, tonalite, clay, and salt domes. There is a proposed site in Switzerland that may use clay as the geologic formation, however, the project is still in the research and site designation phase. There are multiple operational DGR sites worldwide, but only those constructed in granite geologic formations have operated without incident. There are existing DGR facilities in Finland that operate without incident, although these are constructed in crystalline rocks such as granite.

There are three Deep Geological Repositories (DGR) noted for leaking:

- Waste Isolation Power Plant (WIPP) in the New Mexico, U.S.
- Schatt ASSE II Salt Mine in Asse, Germany
- Morsleben Salt Mine, Morsleben, Germany

All three facilities are former salt mines or geological salt formations. The decisions to house nuclear waste in the facilities were made prior to 1970. Each site has experienced an incident where radioactive materials were released, as salt mines are unstable and structural instability causes impacts to the storage of materials. Overlying rock masses above salt mines are known to shift up to 15 cm per year which causes further stress on the underlying caverns thereby causing impacts like shifting to materials stored within and damaging containers. Shifting then causes higher volumes of water to enter the areas, further displacing the radioactive materials released from the containers and disbursing radioactive waste into both water run-off and groundwater systems. Both German sites have experienced impacts due to this instability in addition to improper storage of materials.

The leak at the WIPP site was determined to be a direct result of the use of inappropriate materials in a storage drum which led to an explosion. While the WIPP site is still in use, it is slated to close in 2025-2030 by collapsing the caverns and sealing the site with concrete. The U.S. government has not outlined potential impacts should the seal measures not work.

Research conducted in China revealed that exposure to mechanical and chemical weathering has been proven to mechanically destabilize limestone, leading to geohazards including sinkholes and rapid erosion of limestone into soil. This could occur during construction and in the highly extended lifetime of a DGR constructed in this geological type.

Environmental Impacts

The lack of precedent in using limestone as a host formation for a DGR makes it very difficult to predict potential failures of the DGR that is not constructed in granite formation. OPG's presentation of assumptions about the DGR geochemistry is an underestimation of the potential risks of constructing a

DGR in limestone formation, as seen in the case of the WIPP in New Mexico that leaked radioactive plutonium to the surface after a drum barrel leaked.

OPG argues that the Bruce site will be the most cost effective. In their December 2016 response, they estimate that finding another location could cost between $380 million and $1.4 billion. The report details that an alternative crystalline location could be more fractured and therefore more permeable than the proposed Bruce site.

Following OPG's submission in December 2016, the Canadian Environmental Assessment Agency (CEAA) posed 23 questions on April 5, 2017 about the potential environmental impact. However, the questions posed by CEAA and answered by OPG were written within a framework which assumes that the DGR will not leak, therefore the questions all pertain to the environmental impact of the DGR running as outlined in OPG's proposal. On May 29, 2017, OPG answered CEAA with an additional report on potential environmental impacts which only outlines environmental impacts during construction, not what the environmental impact would be if the DGR were to leak.

The potential impacts from construction could include:

- Air quality impacts from heavy equipment during site preparation, construction, operations and decommissioning
- Noise emissions from heavy equipment during site preparation, construction, operations and decommissioning
- Aquatic impacts due vibration impacts from underground blasting activities
- Surface water quality impacts through diversion of run-off to a storm water management pond
- Changes to drainage patterns affecting flow to Lake Huron through local drainage ditches
- Adverse effect on Eastern White Cedar as a result of vegetation removal (approximately nine hectares)
- Adverse effect on wildlife due to removal of Eastern White Cedar habitat
- Adverse effect on snapping turtles due to changes in surface water hydrology
- Potential adverse effects on groundwater due to excavation of groundwater facilities
- Potential effects on indigenous communities within the construction zone due to impacts to archaeological sites/burials and artifacts

The OPG report outlines that there may be minimal releases of radioactive materials during operations, decommissioning and long-term performance but these "predicted" doses would be well below the regulatory limits.

Community Objections

Over 200 municipalities from the Great Lakes Region on both sides of the border have expressed opposition to the plan due to the lack of precedent and potential of nuclear waste leaking into the largest body of fresh water in the world. U.S. Federal and State legislators from both parties have expressed their opposition to the project's location. Twenty-three members of U.S. Congress wrote a letter to Canada's Minister of Foreign Affairs, the Honourable Chrystia Freeland, imploring her to choose one of the other sites recognized by OPG for the DGR. This opposition has called upon the Minister of Environment and Climate Change to reject the proposal.

The main concern expressed is the lack of any similar site with a precedent for success. Opposition cites the lack of a guarantee that the rock is stable and the DGR will not be disturbed leading to leaks into the adjacent water system. The potential impact of radioactive waste seeping into a major water source for more than 50 million people is too great a risk. The belief is that this radioactive waste has been stored successfully for 50 years above ground and should continue or OPG should use another site that does not have direct access to the Great Lakes.

Next Steps

The time limit for issuance of the Decision Statement for the proposed DGR project has been extended by 243 days into August 2017. There are still several steps left in the approvals process, including ministry approval, a construction licence and engineering work. The Saugeen Ojibway Nation (SON) also has authority to veto the plan and talks with SON continue. If everything goes according to OPG's plan, construction of the facility could begin in 2022 and is estimated to take five years. OPG would then need to apply to the Canadian Nuclear Safety Commission for a licence to operate the facility.

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

Prepared & Reviewed by:

_____
Lesley Racicot
Manager Strategic Initiatives

Recommended by:

_____
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

JA/LR

THE CORPORATION OF THE
TOWN OF TECUMSEH

Corporate Services/Clerk
Report No. 13/17

TO:	Mayor and Members of Council
FROM:	Laura Moy, Director Corporate Services/Clerk
DATE:	May 25, 2017
DATE TO COUNCIL:	June 27, 2017
SUBJECT:	Farm Lease Agreement – John Nostadt 2017 Crop Year

RECOMMENDATIONS

It is recommended that:

1. The Corporation of the Town of Tecumseh (Town) enter into a **one year term Lease Agreement** with John Nostadt, of Nostadt Stock Farms (Nostadt), to farm the Town's 18 acres of farmland located on the south side of Baseline Road; and that

2. By-law No. 2017-41 being a by-law to authorize the Mayor and the Clerk to execute a Farm Lease Agreement between Town and Nostadt for the 2017 Crop Year, **be approved.**

BACKGROUND

The Town is the owner of approximately 18 acres of farmable lands located on the south side of Baseline Road, west of Manning Road (Farm Lands).

The Farm Lands, along with Fairplay Woods, were retained by the Town following the settlement of the litigation with 424805 Ontario Limited/Ice Track Corporation (424). All of the lands retained by the Town are legally known as Part 2 on Plan 12R-25526. **Appendix A** is a map of the Town's Lands.

Prior to the settlement with 424, the Town leased 130 acres of farmable lands, located at 4371 Manning Road to Gordon Daniher (Daniher). The Lease Agreement between the Town and Daniher terminated in 2013.

Following the settlement, 424 entered into a Farm Lease Agreement with Nostadt to farm the lands which it acquired from the Town (424 Lands). The 424 Lands are shown as Part 1 on Appendix A. The Farm Lease Agreement between 424 and Nostadt is for the 2017 Crop Year. The lease payment to 424 for 2017 is $229.50 per acre, plus HST.

COMMENTS

In the past, the Town has received Request for Proposals (RFP) to farm its lands in accordance with the Town's Purchasing Policy No. 17. However, in this case, the Farm Lands are located on the south side of Baseline Road with no direct access from the road. The Farm Lands may be accessed from the

424 Lands which are currently being leased to Nostadt for farming purposes. As Nostadt can only access the Farm Lands from the 424 Lands, we are unable to use the regular RFP process.

The Town's Purchasing Policy No. 17 provides the following in Section 3.9 a) ii) and iii):

3.9 NON-COMPETITIVE PURCHASES

a) The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Department Director and the Purchasing Coordinator and replaced with negotiations by the Department Director under the following circumstances:

i. …
ii. where only one source of supply would be acceptable and cost effective;
iii. where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists;…

Section 3.9 b) of the Purchasing Policy further states that:

> *When a Department Director intends to select a supplier to provide goods, services or construction pursuant to subsection 3.9 a), a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Department Director to Town Council for approval.*

This report has been prepared in accordance with Section 3.9 b) of the Purchasing Policy to recommend the Town enter into a Farm Lease Agreement with Nostadt for the 2017 Crop Year at the rate of $229.50 per acre, plus HST.

The rate of $229.50 is in keeping with the rate currently being paid by Nostadt to 424 and is greater than the 2016 per acre lease payment received by the Town of $225.00 per acre plus HST based on a 2% increase in the Consumer Price Index.

The Farm Lease Agreement for the 2017 Crop Year has been prepared in keeping with the same provisions of previous agreements save and except that the lease is only for 1 year and the payment installments have been split 50/50 effective June 1, 2017 and October 1, 2017. In brief summary, Nostadt will be responsible for:

- growing crops and such ancillary tasks necessary to grow the crops;
- all labour, materials and equipment, including the cost of same, for the purpose of the Lease;
- providing to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for the 2017 taxation year;
- giving evidence of public liability and property damage insurance of not less than Two Million Dollars ($2,000,000) naming the Town as an additional insured on the Farmer's policy of insurance;
- leaving the Farm in good condition in accordance with proper farm husbandry and ready for the next farm crop year; and
- payment of rent in the annual amount of $4,131.00 plus HST, as applicable.

The Farm Lease Agreement cannot be assigned or sublet without the prior written approval of the Town and the Town may reduce or eliminate acreage of the Farm Lands upon notice to the Farmer.

CONSULTATIONS

Director Financial Services &Treasurer
Purchasing Officer

FINANCIAL IMPLICATIONS

The lease payment to the Town for the 2017 Crop Year under the Farm Lease Agreement is due in two (2) instalments:

June 1, 2017 $2,065.50 plus HST
October 1, 2017 $2,065.50 plus HST

The total lease payment for the 2017 Crop Year is $4, 131.00 plus HST, as applicable. This amount exceeds the $4,050 included in the 2017 budget which will result in a favourable $81 variance.

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:

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

Reviewed by:

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

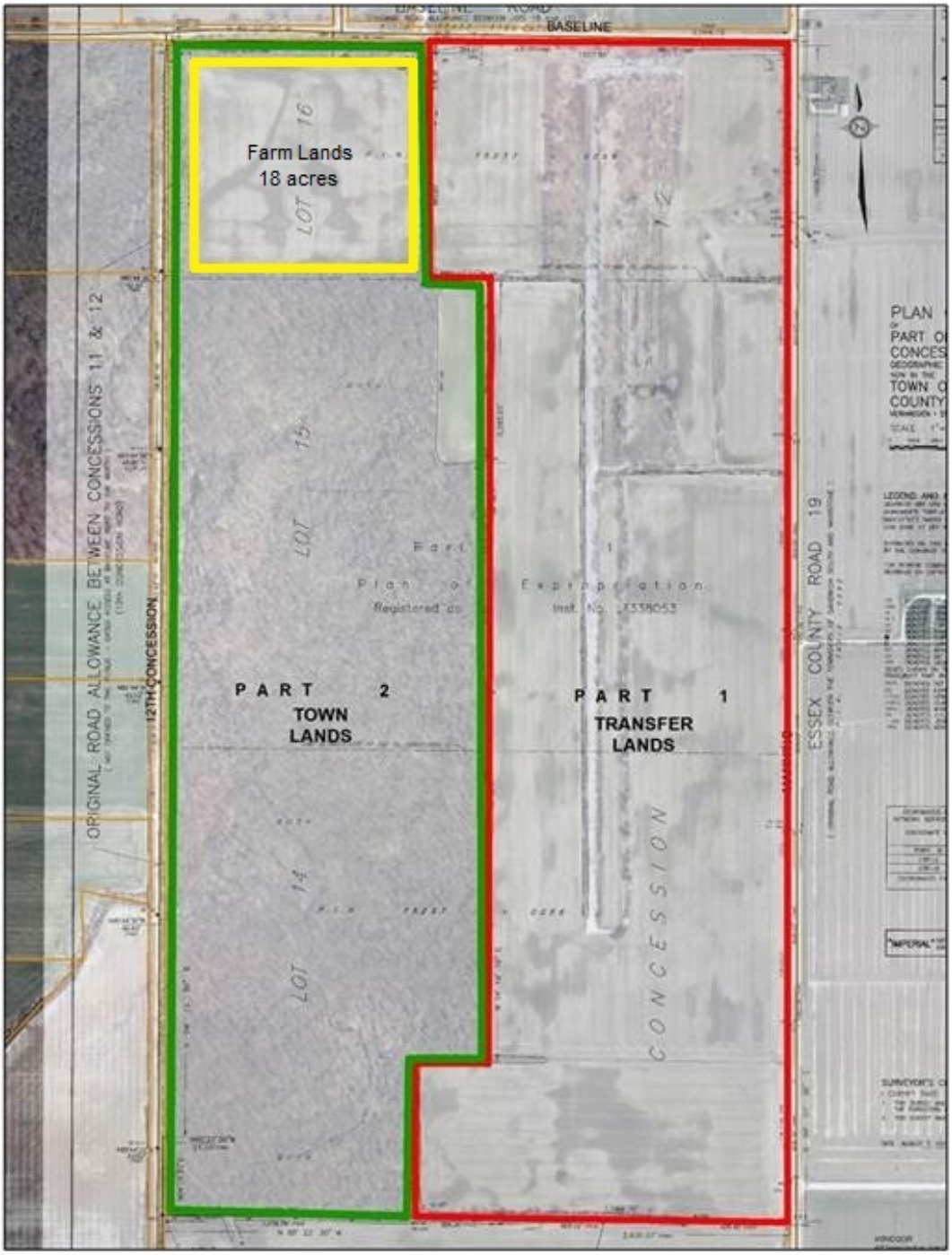
Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Appendix A – Map of Town Lands

LM/sw

Appendix A


BASELINE
Farm Lands
18 acres
LOT 16
LOT 15
LOT 14
ORIGINAL ROAD ALLOWANCE BETWEEN CONCESSIONS 11 & 12
12TH CONCESSION
ESSEX COUNTY ROAD 19
CONCESSION
PART 2
TOWN
LANDS
PART 1
TRANSFER
LANDS

THE CORPORATION OF THE
TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 15/17

TO:	Mayor and Members of Council
FROM:	Laura Moy, Director Corporate Services & Clerk
DATE OF REPORT:	June 16, 2017
DATE TO COUNCIL:	June 27, 2017
SUBJECT:	Windsor Sports & Culture Club 13th Annual Community Celebration Noise By-law Exemption Request

RECOMMENDATIONS

It is recommended that:

1. Relief be granted from the Noise By-law No. 2002-07, as amended, in order to permit the Windsor Sports & Culture Club to operate loud speakers, or sound amplifying equipment, on Saturday, July 29, 2017, from 10:00 a.m. to 8:00 p.m. for live band performances/entertainment during their annual community event celebration.

BACKGROUND

The Windsor Sports & Culture Club [Club] is a soccer federation run by the Windsor/Essex Sikh community. The Club has been renting McAuliffe Park since 2011 to host an annual gathering of their community participants. Throughout the years, the Club has coordinated events at the McAuliffe Park location during the month of August with no issues being raised by area residents or Administration.

COMMENTS

This year the Club will be coordinating its 13th annual community celebration earlier in the year on Saturday, July 29, 2017. The McAuliffe Park location has been previously reserved by another user group for this date.

As a result, this year's celebration by the Club will be held at the soccer field, located on the north side of Tecumseh Road which is owned and operated by the Conseil Scolaire Catholique Providence. The celebratory events will take place from 10:00 a.m. to 8:00 p.m., including stage entertainment that will showcase cultural music, dancing and performers. Set-up for the event will begin at 7:00 a.m. and clean-up will be completed by 10:00 p.m.

As there will be announcements during the event and musical entertainment from approximately 6:00 pm until 8:00 pm the Club has requested an exemption from the Town's Noise By-law.

According to Section 4 of By-law No. 2002-07, as amended, 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.*

	Prohibitions Periods of Time		
	Residential Area	*Agricultural Area*	*Commercial Area*
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.	*At all times*	*At all times*	*At all times*
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.	*At all times*	*10:00 p.m. to 8:00 a.m.*	*10:00 p.m. to 8:00 a.m.*

The Club has acknowledged that they will be respectful to the surrounding community throughout the scheduled activities in regards to the noise levels and they invite community residents to stop by the park to enjoy the event activities and to embrace their culture.

In consideration of the scheduled activities and the Club's previous rentals from the Town with no issues, it is recommended that Noise By-law No. 2002-07 be waived in order that the Club's scheduled events outlined above may proceed with the use of loud speakers or sound amplifying equipment on Saturday, July 29, 2017, from 10:00 a.m. to 8:00 p.m.

The relief sought from the Town's Noise By-law is within the time limits previously approved for other private organizations that have hosted special events.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

There is no financial implication relating to this matter. The soccer field is owned and managed by the Conseil Scolaire Catholique Providence.

LINK TO STRATEGIC PRIORITIES

This event supports the Parks and Recreation Master Plan by working with and supporting local community groups and organizations and taking a leadership role to create opportunities for a wide range of sport, recreation and leisure opportunities.

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:

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

Recommended by:

_____
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

LM

THE CORPORATION OF THE
TOWN OF TECUMSEH

Financial Services
Report No. 07/17

TO: Mayor and Members of Council

FROM: Luc Gagnon, Director Financial Services & Treasurer

DATE OF REPORT: May 29, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Windsor/Essex Provincial Offences (POA) Annual Report 2016

RECOMMENDATIONS

It is recommended that:

1. The Windsor/Essex Provincial Offences (POA) Annual Report 2016 be received for information.

BACKGROUND

The Windsor-Essex Provincial Offences Program was created as a special purpose vehicle to accept the transfer of the POA responsibilities from the Province. It generates a net surplus from operations that is shared between the participating Municipalities.

The Inter-municipal Service Agreement (ISA) governs the operation of the POA program. The Windsor/Essex Court Service Area Liaison Committee is an advisory panel and is composed of one representative from each participating municipality. The Committee serves as the liaison between the City of Windsor and the serviced Municipalities on matters relating to the operation of the POA Program.

The ISA provides, among other things:

- that the program is delivered by the City of Windsor;
- net revenues are shared based on proportionate weighted assessment;
- dispute resolution provisions; and
- governance provisions.

Section 2.5 of the ISA for the Windsor-Essex Provincial Offences Program provides that:

"The Committee *(Windsor/Essex Court Service Area Liaison Committee)* shall submit a report outlining the Committee's activities to the parties' Councils a minimum of once per year."

The term of the ISA has been renewed since inception and is currently set to expire December 31, 2021.

COMMENTS

Attached for Council's information is a copy of the 2016 Annual Report for the Windsor/Essex POA program as reviewed and recommended by the Committee. You will find the report to be detailed and very thorough.

The Annual Report (attached) contains sections on:

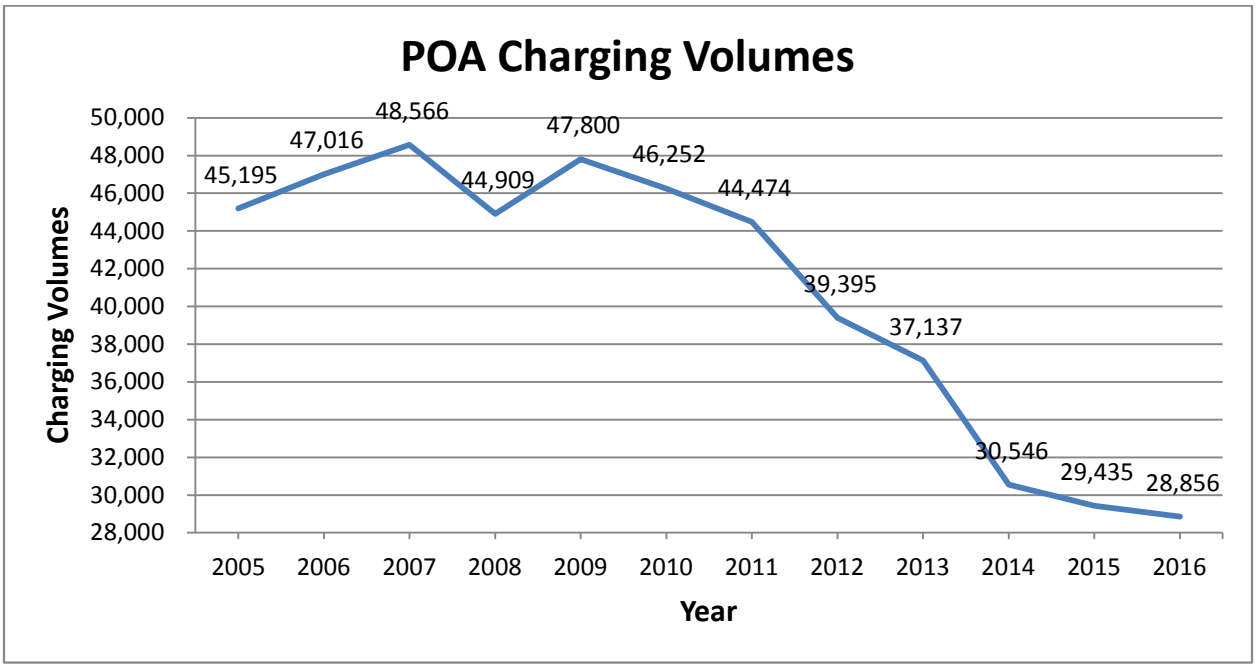
Message to our Municipal Partners
A. Background & Operational Activities
B. Liaison Committee
C. Caseloads & Statistics
D. Defaulted POA Fines Enforcement
E. Financial Results
F. Revenue Distribution Details

The following excerpt from the Message to our Municipal Partners provides Key Highlights for the 2016 year:

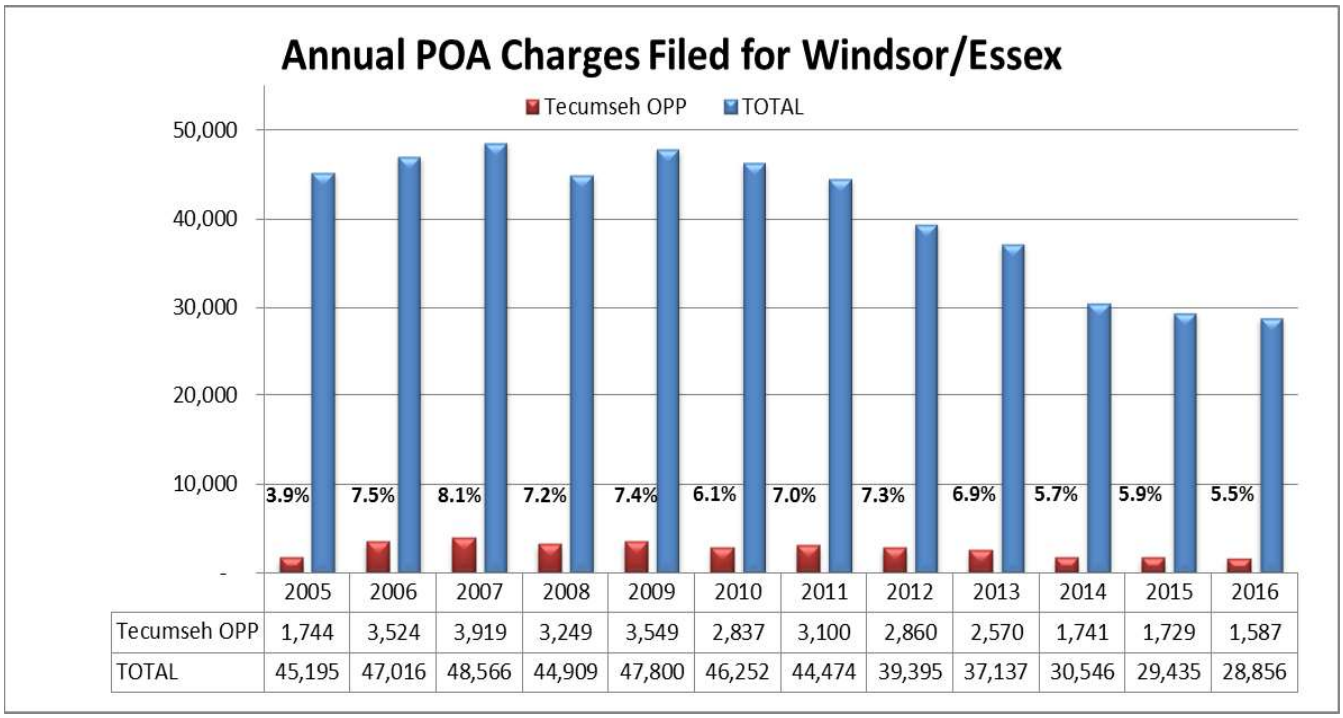
- Renegotiated and signed the Windsor/Essex Area Intermunicipal Court Service Agreement for another 5 year term.
- Finalized and executed the Tax Roll Agreement and Tax Roll Procedure document.
- Developed and launched a new POA website.
- Renegotiated terms and an extension of the lease at the Westcourt Building.
- Took advantage of external funding and grants, as the POA court office was upgraded to meet accessibility door standard requirements.
- Improved operational efficiencies by reducing the number of court days scheduled in 2016, thereby reducing the number of court hours by 7%.
- Through various active collection efforts, revenue increased by more than $500,000 year over year.
- The Windsor/Essex POA program ended the year with a net operating profit of $1,993,982, which positively exceeded the budget by $357,251. The net operating profit was split $966,210 (48.46%) to the County & Pelee and the remaining $1,027,771 (51.54%) to the City of Windsor.
- The 2016 financial statement audit was successfully completed by KPMG on March 16, 2017 without any concerns. The audited financial statements have been sent to the committee members via email on March 23, 2017.

The main focus for the POA Committee continues to be an emphasis on collecting fines, current and defaulted, as well as continuing to improve efficiencies, streamline processes and strengthen business relationships. The total outstanding fines amount is $42.2M (2014 - $42.8M), of which $6.0M (2015 - $6.0M) is the pre-transfer of responsibility receivables. Further details can be found in Section D of the report.

The Caseloads & Statistics section continues to highlight how area charging activity has been declining over time with 2016 being the lowest in history. In 2016, the POA Program took in a total of 28,856 (2015 - 29,435) charging documents, a decrease of 2.0% (2015 - 3.6%) from the prior year. The chart below illustrates the steady decline in charging volumes beginning in 2012.



Tecumseh charging volumes are:



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Tecumseh OPP	1,744	3,524	3,919	3,249	3,549	2,837	3,100	2,860	2,570	1,741	1,729	1,587
TOTAL	45,195	47,016	48,566	44,909	47,800	46,252	44,474	39,395	37,137	30,546	29,435	28,856

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

The Town's share of the net surplus from POA revenues had been historically included in the annual budget at $150,000, but was reduced to $130,000 for 2016 to reflect the revenue decline of the past few years. The total revenue received since 1999 is:

Year	$ Share	% Share
2016	$ 145,746	7.309%
2015	$ 138,001	7.346%
2014	$ 112,371	7.297%
2013	$ 138,236	7.330%
2012	$ 154,579	7.330%
2011	$ 191,475	7.536%
2010	$ 178,683	7.552%
2009	$ 144,601	7.575%
2008	$ 143,647	7.344%
2007	$ 149,405	7.378%
2006	$ 172,085	7.390%
2005	$ 190,022	7.507%
2004	$ 148,295	7.611%
2003	$ 180,469	7.384%
2002	$ 193,991	7.605%
2001	$ 242,312	7.658%
2000	$ 296,911	7.696%
1999	$ 267,516	7.729%
	$ 3,188,345	

The Town's share of revenues in 2016 was $145,746, an improvement of $7,775 over prior year levels. It is interesting to note that the Town's 2016 share increased even though overall charging volumes decreased. This underscores that charge volume, charge quality and resolution of fines are all factors in revenue generation.

The 2017 POA budget estimated share of net income is $127,000 with no significant budget changes expected from the prior year.

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:

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

Recommended by:

_____
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Windsor/Essex Provincial Offences (POA) Annual Report 2016

LG

Windsor/Essex Provincial Offences (POA) Annual Report

2016

The 2016 Annual Report is a detailed summary that highlights the activities and operations of the Windsor/Essex POA department throughout the year. It is provided to the Liaison Committee Members every year and includes an overall assessment of the operations and its structure, key performance indicators and financial results.

Issued on:
April 5, 2017

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MESSAGE TO OUR MUNICIPAL PARTNERS

On March 5, 2016, the Windsor/Essex Provincial Offences department celebrated its 15th year of service. This year was marked by another exceptional performance across the board. Despite experiencing the lowest charging volumes since taking over from the Ministry in 2001, we had one of our best financial performances since 2012. Our active collection efforts continued to be robust which helped us exceed all performance metrics, both operationally as well as financially.

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

- Renegotiated and signed the Windsor/Essex Area Intermunicipal Court Service Agreement for another 5 year term
- Finalized and executed the Tax Roll Agreement and Tax Roll Procedure document
- Developed and launched a new POA website
- Renegotiated terms and an extension of the lease at the Westcourt Building
- Took advantage of external funding and grants, as the POA court office was upgraded to meet accessibility door standard requirements.
- Improved operational efficiencies by reducing the number of court days scheduled in 2016, thereby reducing the number of court hours by 7%.
- Through various active collection efforts, revenue increased by more than $500,000 year over year
- The Windsor/Essex POA program ended the year with a net operating profit of $1,993,982, which positively exceeded the budget by $357,251. The net operating profit was split $966,210 (48.46%) to the County & Pelee and the remaining $1,027,771 (51.54%) to the City of Windsor
- The 2016 financial statement audit was successfully completed by KPMG on March 16, 2017 without any concerns. The audited financial statements have been sent to the committee members via email on March 23, 2017.

As our Mission, Vision and Values statements continue to guide us in every decision we make, we are optimistic about the direction that we are heading towards. We will continue to build on the successes from prior years and we look forward to building stronger relationships, not just with our clients but also our community.

Sincerely,

Andrew Daher
Manager of Provincial Offences

SECTION A - BACKGROUND & OPERATIONAL ACTIVITIES

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

The Windsor/Essex Provincial Offences Program ("POA Program") was created as a special-purpose vehicle to accept the transfer of POA responsibilities from the province. It functions as a self-funding, net revenue positive operating division of the City of Windsor ("City"), having been established for the express purpose of locally implementing the POA Transfer at the regional level. The bulk of the POA Program's revenues are generated from fines received from persons having violated public protection *legislation*.

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

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

The ISA provided for an initial term of six fiscal years, commencing on the date of the POA Transfer. The first fiscal year constituted the period March 5, 2001 (the live transfer date) through December 31, 2001, with the following five fiscal years coinciding with the successive full calendar years, thus the initial term commenced March 5, 2001 and expired on December 31, 2006. The ISA was renewed for a further 5-year term, expiring December 31, 2011. In 2011 by mutual agreement it was extended for another 5-year term which expired on December 31, 2016. In the fall of 2016, the Liaison Committee unanimously agreed "in principal" to renew

the ISA for another five (5) years, commencing on January 1, 2017 and terminating on December 31, 2021. All Municipal Council's have approved and signed the agreement.

The POA Program occupies leased premises in Suite 300 of the Westcourt Place, located at 251 Goyeau Street, in the City of Windsor. The POA Program also has responsibility for various POA Court operations at the Leamington courthouse, where the POA Court presides the 1st, 3rd and 5th Thursday of every month. It should be noted that in July of 2016, the lease was renewed for another two (2) years, effective January 1, 2017.

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

Court Administration: This area has general carriage of the POA Court office. These responsibilities include the intake, processing, filing and preservation of charging documents (i.e. tickets) and associated certificate control lists received from law enforcement agencies; the intake of mail and allocation and processing of payments and legal documentation; tracking of on-line remittances via *www.Paytickets.ca*; staffing of cashier stations to handle payments and queries; generation of POA Court dockets including fail-to-respond, trial, first appearance, and Early Resolution; setting of trials; procuring interpreter services; liaising with police court services personnel; intake and processing of motions, re-openings, appeals and applications for extensions of time to pay fines; maintaining updated data in the provincial mainframe application known as the Integrated Courts Offences Network ("ICON"); enforcement of delinquent fines via driver's licence suspensions; processing of daily financial matters; procurement of equipment/supplies; and overall maintenance of the facility.

Court Support: This area is composed of POA Court monitors, being a combination of court clerks/reporters whose responsibilities include ensuring that the POA Court dockets and associated charging documents are properly presented in court; paging defendants; assisting the Justices in arraignments and endorsements; issuing statutory warnings to defendants; generating payment slips to defendants wishing to immediately satisfy imposed fines; maintaining updated ICON data; ensuring that the proceedings are properly recorded; typing transcripts for use in appeals and other proceedings; logging and preserving exhibits including disposal of same in accordance with judicial directions or retention requirements

Prosecution: The municipal prosecutors appear in POA Court to call the trial list and to conduct trials, to deal with motions, to set trial dates; they meet with defendants and their representatives in conjunction with the Early Resolution process with a view to resolving matters; they review law enforcement files to ensure that matters should be proceeded with and assist with disclosure to defendants and their representatives and they appear in the higher courts on both prosecution and defence appeals. All area municipalities continue to

prosecute their own by-laws and "local" statutes such as the Building Code Act. Part III matters under the POA remain the prosecutorial responsibility of the Crown Attorney's office &/or specialist prosecutors provided by various ministries. As highlighted early in the report, the prosecution of City of Windsor By-laws has now been transferred from the Legal Department to the POA municipal prosecutors, consistent with industry practice. Also, it is a condition of employment in this Area that the prosecutors, who report directly to the City Solicitor, be duly qualified Ontario lawyers.

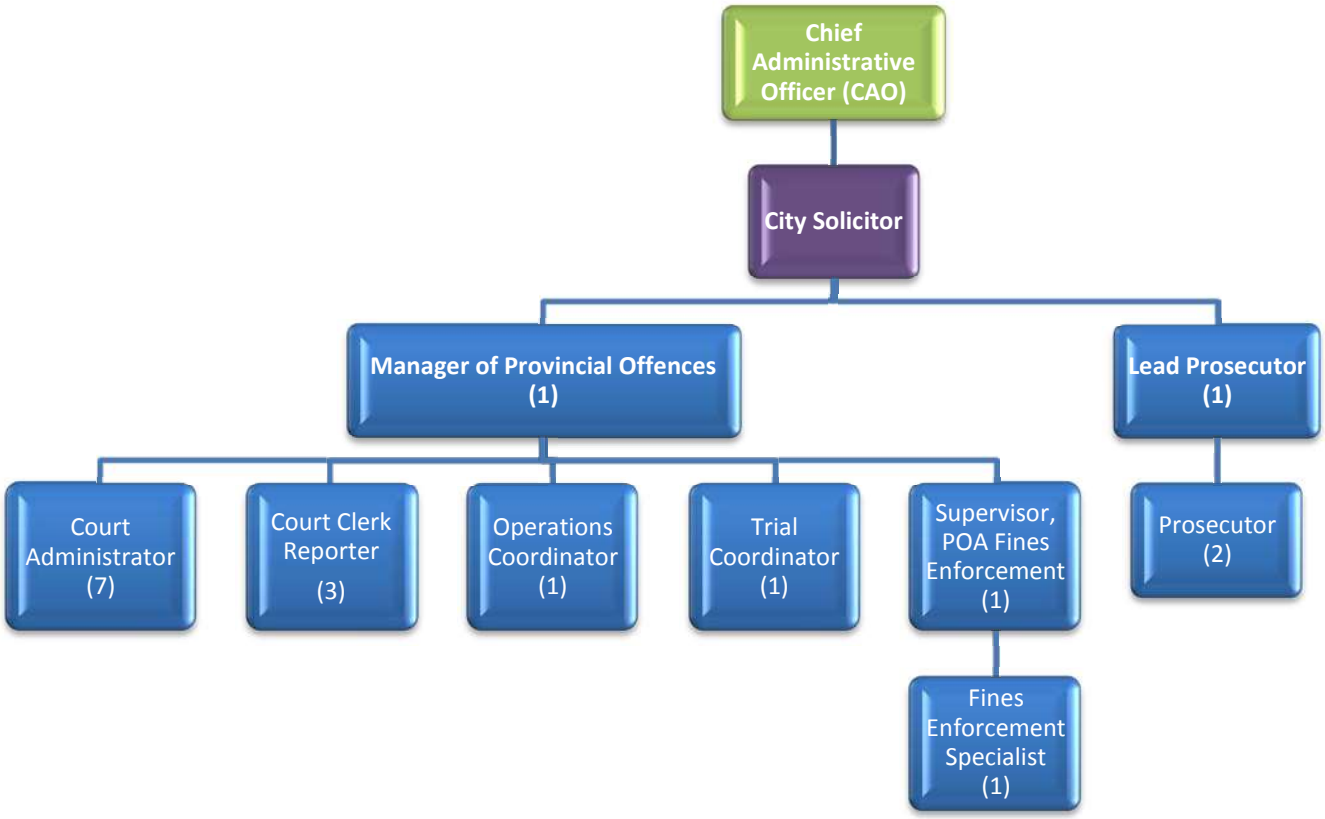
Fines Enforcement (Collections): One POA Fines Enforcement Supervisor along with one POA Fines Enforcement Specialists is responsible for ensuring that POA Court judgments, being orders imposing monetary penalties, are honoured by defendants including seeing to it that certificates of default are prepared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

The Windsor Westcourt POA facility also houses a satellite office of the police court services branch. Among other things, that office works closely with the prosecutors to ensure that law enforcement files are available for use at trials, at Early Resolution meetings and on appeals, advises police officers of trial dates, summonses lay witnesses, arranges for personal service of court documents, provides disclosure to defendants and their legal representatives, and procures necessary official documentation for use in court as evidence.

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

CHART A-1

ORGANIZATIONAL CHART OF THE WINDSOR/ESSEX POA OFFICE



SECTION B - LIAISON COMMITTEE

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

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

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

For 2016, the final composition of the POA Liaison Committee was as follows:

MUNICIPALITY	MEMBER	POSITION
Amherstburg	Justin Rousseau	Treasurer
Essex (County)	Mary Brennan	Director of Council Services/Clerk
Essex (Town)	Robert Auger	Clerk/Deputy Treasurer
Kingsville	Sandra Ingratta	Director of Financial Services
Lakeshore	Steve Salmons	Director of Community and Development
LaSalle	Dale Langlois	Manager of Finance/Deputy Treasurer
Leamington	Ginny Campbell	Director of Finance & Business Services
Pelee	Wayne Miller	CAO/Clerk/Treasurer
Tecumseh	Luc Gagnon	Director of Financial Services & Treasurer
Windsor	Shelby Askin Hager (Chair)	City Solicitor
Windsor	Andrew Daher	Manager of Provincial Offences

The Liaison Committee is mandated by the ISA to convene at least twice annually. In 2016, there were two meetings that were held on the following dates and locations:

Date	Location
February 23, 2016	City of Windsor – Meeting Room 409
September 27, 2016	Essex County Civic Centre – Committee Room E

During the September 27th meeting, the Committee agreed "in principal" to renew the ISA for another five (5) years, commencing on January 1, 2017. Subsequent to the meeting, each municipality took the report back to their respective Council's for final approval and signatures.

SECTION C – CASELOADS & STATISTICS

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

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

In 2016, the POA Program took in a total of 28,856 charging documents, for a monthly average intake of approximately 2,405 tickets. This was down 2.0% from the prior year and as previously noted the lowest volume levels in our history at POA. TABLE C-1 which follows below depicts the absolute charging volume and the percentage of total volume over a three year period, by enforcement agency.

NOTE: *The numbers and/or percentages of charges do not necessarily translate into more or less fine revenue generation. The quality of the charges is important along with the final resolution of the fines.*

TABLE C-1: ABSOLUTE CHARGING VOLUMES

Agency	2016 YTD	% of Total Volume	2015	% of Total Volume	2014	% of Total Volume	2013 YTD	% of Total Volume
Windsor Police	11,416	39.6%	11,556	39.3%	12,102	39.6%	13,909	37.5%
Ministry of Transportation	2,288	7.9%	3,018	10.3%	3,640	11.9%	3,731	10.0%
Amherstburg Police Force	3,357	11.6%	2,438	8.3%	1,837	6.0%	2,153	5.8%
Essex OPP	2,790	9.7%	2,292	7.8%	2,131	7.0%	2,676	7.2%
Tecumseh OPP	1,587	5.5%	1,729	5.9%	1,741	5.7%	2,570	6.9%
Leamington OPP	1,408	4.9%	1,567	5.3%	1,561	5.1%	2,125	5.7%
Lakeshore OPP	1,204	4.2%	1,397	4.7%	1,378	4.5%	2,860	7.7%
Essex Town OPP	792	2.7%	1,250	4.2%	1,292	4.2%	2,060	5.5%
Kingsville OPP	1,296	4.5%	1,184	4.0%	1,316	4.3%	1,531	4.1%
LaSalle Police	926	3.2%	1,034	3.5%	1,480	4.8%	1,159	3.1%
Essex Detachment Heat Unit	458	1.6%	541	1.8%	640	2.1%	456	1.2%
Canadian Pacific Rail Police	244	0.8%	302	1.0%	326	1.1%	830	2.2%
Ministry of Natural Resources	164	0.6%	218	0.7%	306	1.0%	293	0.8%
Windsor Fire Department	165	0.6%	142	0.5%	153	0.5%	67	0.2%
Casino OPP	103	0.4%	130	0.4%	130	0.4%	199	0.5%
Windsor Essex County Health Unit	45	0.2%	124	0.4%	46	0.2%	37	0.1%
Windsor Bylaw	166	0.6%	115	0.4%	106	0.3%	122	0.3%
Ministry of Finance	52	0.2%	103	0.3%	60	0.2%	67	0.2%
Ministry of Labour	146	0.5%	82	0.3%	60	0.2%	68	0.2%
Ministry of Environment	89	0.3%	66	0.2%	41	0.1%	86	0.2%
Miscellaneous	17	0.1%	29	0.1%	33	0.1%	27	0.1%
Ontario College of Trades	26	0.1%	28	0.1%	45	0.1%	3	0.0%
Lakeshore Fire	6	0.0%	18	0.1%	8	0.0%	2	0.0%
Humane Society – Windsor	25	0.1%	16	0.1%	31	0.1%	17	0.0%
Amherstburg Bylaw	14	0.0%	9	0.0%	13	0.0%	11	0.0%
Lakeshore Bylaw	4	0.0%	8	0.0%	4	0.0%	2	0.0%
Canadian Heritage Parks	18	0.1%	7	0.0%	0	0.0%	5	0.0%
Electrical Safety Authority	7	0.0%	5	0.0%	16	0.1%	20	0.1%
Kingsville Bylaw	0	0.0%	5	0.0%	0	0.0%	0	0.0%
Ontario Motor Vehicle Industry Coun	0	0.0%	4	0.0%	19	0.1%	21	0.1%
Tarion Warranty Corp	8	0.0%	4	0.0%	0	0.0%	0	0.0%
Kingsville Fire	0	0.0%	3	0.0%	0	0.0%	0	0.0%
Essex Bylaw	4	0.0%	3	0.0%	4	0.0%	1	0.0%
Essex Fire Department	5	0.0%	0	0.0%	0	0.0%	0	0.0%
Ministry of Municipal Affairs & Hous	0	0.0%	2	0.0%	3	0.0%	1	0.0%
Leamington Bylaw	0	0.0%	2	0.0%	1	0.0%	0	0.0%
Canadian National Rail Police	1	0.0%	0	0.0%	0	0.0%	0	0.0%
Ontario New Home Warranties	4	0.0%	0	0.0%	0	0.0%	2	0.0%
Leamington Fire	1	0.0%	2	0.0%	4	0.0%	2	0.0%
Workplace Safety & Insurance Board	3	0.0%	1	0.0%	0	0.0%	3	0.0%
Tecumseh Bylaw	0	0.0%	1	0.0%	0	0.0%	0	0.0%
Private Complaints	3	0.0%	0	0.0%	1	0.0%	7	0.0%
LaSalle Fire	3	0.0%	0	0.0%	9	0.0%	1	0.0%
Major Crime Squad	0	0.0%	0	0.0%	6	0.0%	12	0.0%
Ministry of Agriculture & Food	0	0.0%	0	0.0%	1	0.0%	0	0.0%
Childrens Aid Society	0	0.0%	0	0.0%	1	0.0%	0	0.0%
Probation Office - Windsor	2	0.0%	0	0.0%	0	0.0%	0	0.0%
Royal Canadian Mounted Police	9	0.0%	0	0.0%	1	0.0%	1	0.0%
TOTALS	**28,856**	**100.0%**	**29,435**	**100.0%**	**30,546**	**100.0%**	**37,137**	**100.0%**

EXTERNAL BENCHMARKING OF CASELOADS

When comparing the year over year charging volume (2016 vs. 2015) against a number of different municipalities sampled throughout Ontario, it is evident by TABLE C-2 below that the percentage variances fluctuated from municipality to municipality. Although Windsor experienced another year over year decline in charging volume of 2.0%, the percentage decline was significantly less the average for our MBNCanada comparators (-5.8%). It should also be noted that Windsor was below the Provincial average decline of -2.9%. Although the overall charging volumes continue to decline annually, it is apparent that this is a trend across the province.

TABLE C-2: CHARGING VOLUME COMPARATOR

Municipality	MBN Canada	2016	% Change '16 vs. '15	2015	% Change '15 vs. '14	2014
Windsor	**Yes**	**28,856**	**-2.0%**	**29,435**	**-3.6%**	**30,546**
Barrie	Yes	71,723	-5.1%	75,561	2.6%	73,654
Durham	Yes	64,376	0.1%	64,288	-5.4%	67,957
Hamilton	Yes	83,764	-2.7%	86,048	-10.6%	96,283
London	Yes	41,065	-12.9%	47,166	5.1%	44,889
Niagara	Yes	38,676	-19.4%	47,981	-10.2%	53,432
Ottawa	Yes	76,759	-7.2%	82,709	1.8%	81,240
Thunderbay	Yes	21,284	-11.5%	24,055	5.7%	22,754
Toronto	Yes	349,011	1.7%	343,174	7.9%	318,031
Waterloo	Yes	59,209	0.4%	58,950	15.2%	51,150
York	Yes	145,140	-5.8%	154,096	-1.8%	156,891
Brampton	No	66,328	-5.6%	70,227	-8.7%	76,915
Brantford	No	12,433	16.6%	10,665	-17.7%	12,960
Caledon	No	34,295	-10.3%	38,232	25.6%	30,443
Chatham	No	13,623	-30.0%	19,465	25.7%	15,488
Guelph	No	21,765	7.0%	20,346	-17.4%	24,629
Lambton	No	12,685	-8.3%	13,834	2.7%	13,470
Provincial	N/A	1,599,115	-2.9%	1,647,601	-0.4%	1,654,032

Other Operational Statistics

In addition to having accepted and dealt with the filings of almost 29,000 charges over the course of the year, the POA Program processed approximately:

- 9,075 Early Resolution meetings (Part I)
- 115 Appeals from convictions/acquittals/sentences (Parts I & III)
- 733 Re-opening applications of convictions in absentia (Parts I & III)
- 7,379 Applications to extend the time to pay fines (Parts I, II & III)

SECTION D - DEFAULTED POA FINES ENFORCEMENT

Under the Transfer Agreement with MAG, the responsibilities of the City include the collection and enforcement of POA fines for and on behalf of the Area. The POA Fines Enforcement area currently has 2 full-time employees.

Efforts to enforce these defaulted fines continue to be aggressive and at the same time very challenging. Enforcement constitutes a highly labour-intensive activity which consumes a lot of resources and time. There are a variety of enforcement tools that are readily available and frequently used by the collection staff in order to encourage payment and/or to legally enforce payment of defaulted fines. Some of these include:

- Selectively adding defaulted fines to the tax roll of sole property owners for collection pursuant to section 441.1 of the Municipal Act.
- Registering Certificates of Default with the civil court having monetary jurisdiction, thereby constituting deemed orders or judgments for enforcement purposes.
- Filing and maintaining wage garnishment proceedings where the employer has been identified and the offender's employment status has been verified.
- Use of Collection Agencies. In addition to skip tracing and making the usual contacts with debtors, our collection agencies have reported numerous defaulters to the major credit bureaus, thereby impairing the creditworthiness of the offenders.
- Filing and maintaining Writs of Seizure and Sale with sheriff's offices, thereby erecting judicial liens against present and future proprietary interests.
- Driver's Licence suspensions under various statutes and regulations
- Intercepting indemnity deposits with permit-issuing City departments, by redirecting the indemnity refunds to POA where the indemnitors have defaulted fines
- Exercise of prosecutorial discretion to encourage defendants presenting themselves with fresh charges, to finally honour monetary sentences previously imposed by the POA Court.

Although not frequently used due to operational challenges and privacy *legislation*, there are other enforcement tools that can be applied to ensure collection efforts are maximized:

- Examinations-in-Aid of Execution, whereby judgment debtors may be examined in depth as to their abilities and means to make good their monetary obligations including being compelled to fully disclose their assets, liabilities, sources of income, bank accounts, RRSP's etc.
- Contempt Hearings where debtors have refused or neglected to attend on examinations-in-aid.
- Garnishment proceedings whereby bank accounts, rentals from tenants, RRSP's etc. are attached as information and used for enforcement.
- Monitoring of death notices in the hopes of collecting from estates
- Encouraging revocation of CVOR certificates in liaison with the Ministry of Transportation, respecting businesses making use of commercial motor vehicles which operations perennially default on fines.

ACTIVE COLLECTION EFFORTS

In January of 2016, a significant change in direction and vision was undertaken. Recognizing the fact that the POA department has little to no control over charging volume, considerable efforts and resources were redirected towards implementing an active and aggressive collection model and procedures. These included an increased focus on adding fines to municipal taxes, garnishment of wages and the use of additional collection agencies to the operating mix. The results of these efforts are summarized in the following sub-sections below.

Municipal Tax Rolling

Under Section 441.1 of the Municipal Act, 2001, a local municipality is permitted to add any part of a fine for a commission of a provincial offence that is in default under section 69 of the Provincial Offences Act to the tax roll for any property in the local municipality for which all of the owners are responsible for paying the fine. Accordingly, a Defaulted Fine can only be added if the offender in default is the sole owner of the property. The Defaulted Fine is collected in the same manner as municipal taxes at the request of a municipality.

Although Tax Rolling is not new and has been used in previous years, a revised collection process was initiated in early 2016 to take advantage of this inexpensive and effective collection method. The first step as part of our internal collection process is to review for property ownership. If the offender owns any property (as a sole owner), the fine is automatically added to the municipal tax roll. As can be noted by Table D-1 below, this change in process resulted in a year over year increase in tax roll revenue of 550% and a 410% increase in the number of new tax roll accounts added.

TABLE D-1: MUNICIPAL TAX ROLLING SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from Tax Rolling	$ 93,263.81	$ 14,360.50	$ 78,903.31	549.4%
# of New Tax Roll Accounts Added	107	21	86	409.5%

At the Liaison Committee meeting held on September 27, 2016, the members unanimously approved “in principal” a formal Municipal Tax Roll Agreement along with Tax Roll Procedures. Each municipality then took the report back to their respective Council’s for final approval and signatures. These documents will continue to guide our collections efforts in future years.

Garnishment of Wages

The process of finding employment is one of the most challenging tasks due to the limited amount of information that is available to our staff. To make matters more difficult, in many cases, the offender's are either unemployed, working for cash, or on some other form of assistance which can't be garnished. However when employment is confirmed and the garnishment documents are in place, it becomes one of the most effective enforcement tools as it ensures a steady stream of income. Recognizing this significant advantage, changes were made to our internal collection process in early 2016 which included the expansion of our research capabilities and methods. It is evident by TABLE D-2 that these changes positively affected our financial performance in 2016.

TABLE D-2: WAGE GARNISHMENT SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from Garnishments	$ 378,973	$ 10,919	$ 368,053	3370.7%
# of New Garnishments Issued	328	38	290	763.2%

As can be seen in the table above, the results were significant as the revenues collected increased by over 3300% and the number of new garnishments issued increased by 763%, year over year. Going forward, the Fine Enforcement Staff will continue to focus on wage garnishments with an emphasis on further expanding these efforts.

3rd Party Collections

Prior to 2016, the Windsor/Essex POA court office operated with only one collection agency (NCO Financials). Realizing the significant benefits of having multiple collection agencies competing against each other, in mid 2015, a Request for Proposal (RFP) was issued for additional 3rd Party collection agencies. The RFP resulted in the hiring of three new collection agencies (CBV, ARO and Gatestone), which went into effect on January 1, 2016. Table D-3 summarizes the year over year results.

TABLE D-3: THIRD PARTY COLLECTION SUMMARY - YEAR OVER YEAR COMPARISON

Description	As of Dec 31/16	As of Dec 31/15	Inc./ (Dec.)	% Inc./ (Dec.)
Revenues Collected from 3rd Party Agencies	$830,655.66	$ 743,850.52	$86,805.14	11.7%
# of 3rd Party Accounts Outstanding	69,994	72,707	(2713)	-3.7%

The end result was a year over year increase in revenue of approximately $87K which represented an 11.7% increase. It also had a positive effect on the number of outstanding fines in collections as it decreased by almost 4% (meaning more fines were collected in 2016). Going forward, we do not anticipate any further increases. Projections for 2017 are ranging anywhere between the 2015 and 2016 annual levels.

OUTSTANDING POA FINES

Regardless of how effective the active collection efforts are, there still remains a significant number of outstanding fines. As of December 31, 2016, there were approximately 69,766 records of unpaid fines for a total outstanding amount of $42,114,458. This represents over 33,000 unique individuals and organizations in default (See Table D-3 and D-4 for further details). The $42M in outstanding fines is not just a Windsor specific issue; it's a province wide epidemic. In 2011, the Ontario Association of Police Board Services issued a White paper entitled, *Provincial Offences Act – Unpaid Fines A $Billion Problem,* which clearly identifies the ballooning crisis and stresses the importance of affirmative action. The purpose of the paper was to seek the assistance of the Government of Ontario to institute stronger and meaningful collection sanctions for fine defaulters. Although the Province has passed some *legislation* to improve collection efforts, there is still a long ways to go.

TABLE D-4: Number of Unpaid Fines

	2016		2015	
	#	% Chg	#	% Chg
Pre-Transfer	30,986	-2.0%	31,604	-1.3%
Post-Transfer	38,780	0.6%	38,543	-1.1%
Total	**69,766**	-0.5%	**70,147**	-1.2%

TABLE D-5: Dollar Value of Unpaid Fines

	$ Value of Fines			
	2016		2015	
	$	% Chg	$	% Chg
Pre-Transfer	$ 5,831,898	-2.3%	$ 5,971,490	-3.8%
Post-Transfer	36,282,560	0.0%	36,281,155	-0.8%
Total	**$ 42,114,458**	-0.3%	**$ 42,252,645**	-1.2%

Many of these older fines (i.e. pre-transfer) have been 'scrubbed' multiple times and all reasonable and appropriate measures to collect these unpaid defaulted fines have been made. Therefore, it is prudent that a write-off policy be developed in order to address these efforts. POA administration will be looking to adopt a write off policy in late 2017 or early 2018, which will be vetted through the Liaison Committee first and subsequently submitted to Windsor City Council for final approval. **It's important to note that a write-off policy refers to the cessation of active fine collections and is done for accounting purposes only. It does not absolve a convicted offender from the requirement to pay a fine, as debts to the Crown are owed in perpetuity and are never forgiven.**

POA municipalities throughout Ontario have been pressuring the Liberal government to pass *legislation* to provide them with additional enforcement tools. One change being proposed in the spring of 2017 relates to Bill 31, Making Ontario's Roads Safer Act. Offenders who have not paid fines for driving-based offences, such as speeding and careless driving, won't be able to get or renew their plates. This additional enforcement tool will help POA municipalities increase their collection efforts.

SECTION E - FINANCIAL RESULTS

The negotiated financial arrangement underpinning the POA Program is in essence a partnership, under which the participating municipalities annually share approximately $1.636 million of net revenue or "profit". The City as the managing partner, front-ends the operation and collects and enforces the monetary fines imposed by the POA Court. From the total revenue derived, all operating costs pertaining to the POA Program are deducted. These costs include such things as staff salaries, Windsor Police court security, facility rent and maintenance, office equipment and supplies, Victim Fine Surcharge remittances, and the adjudication expenses associated with running courtroom proceedings. The net revenue is then shared amongst the signatories to the ISA in proportion to their respective weighted assessments (See SECTION F for more details). In 2016, the net profit was allocated as follows:

County Contribution	48.16%
Pelee Contribution	0.29%
City of Windsor Contribution	51.54%
TOTAL	**100.00%**

In an extremely challenging economic environment and recognizing that fine imposition amounts have not been indexed for inflation, the POA Program still endures a successful self-funding model, delivering a net positive revenue budget which benefits all of our local taxpayers. Each benefiting municipality is free to allocate its respective portion to such municipal purposes as deemed appropriate by the elected council thereof.

TABLE E-1 depicts the POA Program's operating results for the reporting year, specifically detailing out every operating expense and revenue account. The Provincial Offences program ended the year with a net operating profit of $1,993,982, which is 6% higher than 2015 net operating profit of $1,878,701. When comparing this to the 2016 annual budget of $1,636,731, the department ended the year with a positive variance of $357,251 or 21.8%.

In addition, TABLE E-2 provides a high level five year financial summary which can be used for internal benchmarking and comparative purposes.

TABLE E-1: 2016 POA Financial Results - As of December 31, 2016

Acct. #	Account Description	Account Description	2016 Budget A	2016 Actuals B	Surplus/ (Deficit) C = A - B
REVENUES					
6485	Bylaw Fines - Courts	Provincial Fines	$ 5,990,000	$ 6,247,203	$ 257,203
6485	Bylaw Fines - Courts	Bylaw Fines	22,593	48,988	26,395
6485	Bylaw Fines - Courts	Transcript Revenue	10,000	17,740	7,740
6650	User Fee	STD - Provincial Offences	-	141	141
TOTAL REVENUES			**$ 6,022,593**	**$ 6,314,072**	**$ 291,479**
EXPENSES					
Total Salary & Benefits			**$ 1,674,764**	**$ 1,598,789**	**$ 75,975**
Materials & Services					
2145	Housekeeping Supplies	STD - Provincial Offences	$ 3,420	$ 2,713	$ 707
3176	Facility Operations - Internal	Caretaking	52,080	52,626	(546)
2215	Bldg. Maintenance Services	STD - Provincial Offences	5,000	1,850	3,150
2920	Legal Services	STD - Provincial Offences	5,000	2,008	2,992
2950	Other Professional - External	STD - Provincial Offences	15,420	14,994	426
2950	Other Professional - External	Security Services - Internal	259,960	259,960	-
2950	Other Professional - External	Security Services - External	8,000	7,617	383
2995	Other Purchased Services	Language Line	15,000	8,555	6,445
Total Materials & Services			**$ 363,880**	**$ 350,323**	**$ 13,557**
Administrative Overhead					
2010	Office Supplies	STD - Provincial Offences	$ 18,000	$ 10,656	$ 7,344
2020	Postage & Courier	STD - Provincial Offences	28,500	26,765	1,735
2070	Outside Printing	STD - Provincial Offences	20,000	5,958	14,042
2085	Publications	STD - Provincial Offences	9,000	11,271	(2,271)
2610	Travel Expense	STD - Provincial Offences	2,000	2,617	(617)
2620	Car Allowance	STD - Provincial Offences	3,400	2,102	1,298
2710	Telephone Equipment - General	STD - Provincial Offences	9,660	8,392	1,268
2711	Cell Phones	STD - Provincial Offences	950	553	397
2914	Non Occ Medical	STD - Provincial Offences	-	150	(150)
2917	Ergonomic Assessments	STD - Provincial Offences	-	61	(61)
2990	Business Meeting Expense	STD - Provincial Offences	-	176	(176)
3120	Rental Expense - External	STD - Provincial Offences	4,000	1,410	2,591
3175	Facility Rental - External	STD - Provincial Offences	312,520	318,742	(6,222)
3210	Building Insurance	STD - Provincial Offences	1,706	1,706	-
3230	Liability Insurance	STD - Provincial Offences	638	638	-
4020	Membership Fees & Dues	STD - Provincial Offences	8,900	7,633	1,267
4050	Training Courses	STD - Provincial Offences	5,000	368	4,632
4155	Registrations & Conferences	STD - Provincial Offences	2,500	2,006	494
4520	Cashiers' Short & Over	STD - Provincial Offences	-	(30)	30
4540	Bank Charges	STD - Provincial Offences	59,500	57,520	1,980
4560	Collection Charges	STD - Provincial Offences	130,900	203,653	(72,753)
5125	Computers - PCs	STD - Provincial Offences	9,950	5,212	4,738
5126	Computer Software	STD - Provincial Offences	-	55	(55)
2925	Computer Maintenance	STD - Provincial Offences	20,560	18,480	2,080
2927	Computer & SW Maint-External	STD - Provincial Offences	4,000	6,463	(2,463)
3180	Computer Rental - Internal	STD - Provincial Offences	12,800	12,800	-
5130	Office Furniture & Equipment	STD - Provincial Offences	5,000	5,886	(886)
Total Administrative Overhead			**$ 669,484**	**$ 711,243**	**$ (41,759)**

TABLE E-1: Continued

Acct. #	Account Description	Account Description	2016 Budget A	2016 Actuals B	Surplus/ (Deficit) C = A - B
Provincial Charges					
2950	Other Professional - External	ICON Fees	$ 65,521	$ 56,269	$ 9,252
2950	Other Professional - External	Adjudication Services	415,362	351,834	63,528
2950	Other Professional - External	Prosecution Fees	37,999	50,162	(12,163)
2950	Other Professional - External	Quality Assurance	45,748	44,350	1,398
2950	Other Professional - External	Victim Fines	1,048,104	1,109,025	(60,921)
2950	Other Professional - External	Dedicated Fines	65,000	48,096	16,904
Total Provincial Charges			**$ 1,677,734**	**$ 1,659,736**	**$ 17,998**
TOTAL EXPENSES (BEFORE COST SHARING)			**$ 4,385,862**	**$ 4,320,090**	**$ 65,772**
Total Net Operating Revenue			**$ 1,636,731**	**$ 1,993,982**	**$ 357,251**

RECONCILIATION					
Cost Sharing Payments					
4295	County Contribution (48.16%)	STD - Provincial Offences	$ 787,351	$ 960,341	$ 172,990
4295	Pelee Contribution (0.29%)	STD - Provincial Offences	4,812	5,869	1,057
Total Cost Sharing Payments			**$ 792,163**	**$ 966,210**	**$ 174,047**
Balance to City of Windsor (51.54%)			$ 844,568	$ 1,027,771	$ 183,203
Total Net Operating Revenue			**$ 1,636,731**	**$ 1,993,982**	**$ 357,251**

TABLE E-2: ANNUAL FINANCIAL RESULTS - 5 YEAR SUMMARY

Description	2016 Actuals ($)	2015 Actuals ($)	2014 Actuals ($)	2013 Actuals ($)	2012 Actuals ($)
Revenue:					
Court Fines	$ 6,264,943	$ 5,925,542	$ 5,518,821	$ 6,248,765	$ 6,781,112
User Fees	141	528	900	14,193	14,103
By-Law Fines	48,988	-	-	-	-
Trfs from Reserve	-	-	33,315	-	-
Recovery of Internal Staff	-	20,089	79,522	-	-
TOTAL REVENUE	**$ 6,314,072**	**$ 5,946,160**	**$ 5,632,558**	**$ 6,262,958**	**$ 6,795,215**
% Inc./(Dec.) YOY	**6.19%**	**5.57%**	**-10.07%**	**-7.83%**	**-1.53%**
Expenditures:					
Salaries & Wages	1,598,789	1,642,847	1,722,345	1,825,963	2,010,637
Administrative Overhead	392,501	333,210	263,887	359,561	401,816
Materials & Services	350,323	350,984	363,477	327,320	322,725
Provincial Charges	1,659,736	1,414,710	1,444,759	1,554,165	1,669,429
Facility Rental	318,742	325,708	298,037	310,013	310,073
TOTAL EXPENDITURES	**$ 4,320,090**	**$ 4,067,459**	**$ 4,092,505**	**$ 4,377,022**	**$ 4,714,680**
NET SURPLUS	**$ 1,993,982**	**$ 1,878,701**	**$ 1,540,053**	**$ 1,885,936**	**$ 2,080,535**
% Inc./(Dec.) YOY	**6.14%**	**21.99%**	**-18.34%**	**-9.35%**	**-18.11%**

Since the local POA Transfer date of March 5, 2001 through to the end of the subject reporting year, this Area's POA Program has realized a total combined net revenue of $42,477,459. The calculation is broken down by year by municipal partner in TABLE E-3 below:

TABLE E-3: CUMULATIVE ANNUAL NET REVENUE DISTRIBUTIONS ($000's)

Year	Amher.	Essex	Kings.	Lake.	LaSalle	Leam.	Tec.	Pelee	Wind.	Total
1999	164.7	135.9	141.8	263.4	195.2	184.8	267.5	7.4	2,115.6	3,476.3
2000	182.8	150.8	157.4	292.3	216.7	205.1	296.9	8.2	2,348.0	3,858.2
2001	155.3	128.9	134.3	241.6	182.5	172.1	242.3	7.5	1,898.8	3,163.3
2002	124.8	103.5	108.9	199.0	152.4	138.3	194.0	6.0	1,523.8	2,550.7
2003	120.6	100.3	107.4	199.2	147.3	135.1	180.5	6.3	1,447.4	2,444.1
2004	96.0	79.8	86.0	168.1	123.9	106.8	148.3	5.3	1,134.3	1,948.5
2005	124.3	103.0	112.7	226.4	162.0	139.4	190.0	7.0	1,467.5	2,532.2
2006	114.0	94.5	105.2	214.8	151.5	127.4	172.1	7.1	1,342.0	2,328.6
2007	99.3	82.9	92.8	189.8	133.6	111.8	149.4	6.2	1,159.2	2,025.1
2008	95.9	80.3	90.5	187.8	130.2	109.2	143.6	6.0	1,112.0	1,955.6
2009	98.8	81.7	94.4	193.0	129.3	113.2	144.6	6.0	1,047.7	1,908.8
2010	124.7	102.3	119.3	243.7	161.2	141.8	178.7	7.6	1,286.9	2,366.1
2011	135.4	110.4	130.9	267.3	174.5	152.7	191.5	8.3	1,369.9	2,540.7
2012	111.8	90.2	108.6	221.5	143.4	126.4	154.6	6.9	1,117.2	2,080.5
2013	104.2	84.3	101.9	134.4	203.3	115.9	138.2	5.7	997.9	1,885.9
2014	85.4	70.0	84.7	169.1	111.6	94.8	112.4	4.4	807.7	1,540.1
2015	105.5	85.7	105.8	210.4	138.9	113.4	138.0	5.6	975.4	1,878.7
2016	112.4	91.3	114.5	226.0	150.1	120.4	145.7	5.9	1,027.8	1,994.0
Total	**2,156**	**1,776**	**1,997**	**3,848**	**2,808**	**2,408**	**3,188**	**117**	**24,179**	**42,477**

There are a number of factors that must always be taken into consideration when reviewing the financial results for any fiscal year, as well as when projecting potential results for subsequent reporting periods:

- As law enforcement activities decline so do current fine revenues. This has been a consistent trend not just in Windsor but also in the province over the past five years. Although the POA Program has other sources of revenue (notably aggressive enforcement efforts targeting old or defaulted fines) the bulk of receipts is highly dependent upon the number, type and quality of newly charges laid, as well as the attendance of trained officers at trials in disputed cases
- Another significant and uncontrollable external revenue factor is the number of fines imposed by an independent and impartial judiciary in the exercise of their discretionary sentencing functions, in the event of the entering of conviction
- The POA Program is highly vulnerable to certain uncontrollable external expenses, notably the provincial charges for Victim Fines Surcharges, adjudication and those for Part III prosecutions, both of which payments are mandated by the Transfer Agreement

SECTION F - REVENUE DISTRIBUTION DETAILS

In accordance with the approved weighted assessment formula for 2016, distributions of net operating results over the course of the subject reporting year were effected as indicated in the detailed tabulation set forth in TABLE F-1 below:

TABLE F-1: 2016 NET REVENUE DISTRIBUTION SUMMARY

Weighted Assessment ($)		(%)	% of County	2016 Budget	2016 Actuals	Surplus/ (Deficit)
Net County & Pelee Revenue				$ 792,163.00	$ 966,210.44	$ 174,047.44
Net City of Windsor Revenue				$ 844,568.00	$ 1,027,771.34	$ 183,203.34
TOTAL				**$ 1,636,731.00**	**$ 1,993,981.78**	**$ 357,250.78**
Allocation/Payment Summary						
Amherstburg	2,158,707,216		11.70%	$ 92,143.30	$ 112,388.26	$ 20,244.96
Essex	1,753,078,731		9.50%	74,829.26	91,270.12	16,440.86
Kingsville	2,199,072,329		11.92%	93,866.27	114,489.78	20,623.51
LaSalle	2,882,695,869		15.63%	123,046.38	150,081.11	27,034.72
Lakeshore	4,340,579,170		23.53%	185,275.38	225,982.54	40,707.16
Leamington	2,312,287,057		12.54%	98,698.78	120,384.05	21,685.27
Tecumseh	2,799,421,216		15.18%	119,491.85	145,745.60	26,253.75
Total County	18,445,841,588	48.16%	100.00%	$ 787,351.22	$ 960,341.45	$ 172,990.23
Pelee	112,729,076	0.29%		$ 4,811.78	$ 5,868.99	$ 1,057.20
Windsor	19,741,007,152	51.54%		$ 844,568.00	$ 1,027,771.34	$ 183,203.34
TOTAL	**38,299,577,816**	**100.0%**		**$ 1,636,731.00**	**$ 1,993,981.78**	**$ 357,250.78**

Details of the quarterly payments are itemized below:

Quarter	Cheque Issuance Date	$ Amount - County	$ Amount - Pelee
Q1	May 12, 2016	$332,865.50	$2,060.53
Q2	August 19, 2016	$433,327.54	$2,621.95
Q3	November 21, 2016	$196,988.87	$1,203.87
Q4*	N/A	($2,840.46)	($17.36)
TOTAL		**$960,341.45**	**$5,868.99**

* Due to the timing of cash flows (revenue and expenses), a minor overpayment situation occurred in Q4. A receivable was set up in 2016 and this amount will be offset against the Q1 2017 payment to recognize the overpayment.

APPENDIX A – GLOSSARY OF TERMS

Area ~ Windsor/Essex Court Service Area, which encompasses the geographic territory of the City of Windsor, Essex County and Pelee Island

Bill 108 ~ amending *legislation* to the Provincial Offences Act which in 1998 added Part X thereto, enabling the transfer of administration of justice functions to the municipal sector

City ~ The Corporation of the City of Windsor, a separated municipality continued as such under the Municipal Act, 2001

Council ~ the elected City of Windsor Municipal Council

CAMS ~ A Collection Agency Management System installed in 2014 used to track, record and document newly issued as well as defaulted fines.

Early Resolution ~ used to be known as First Attendance early resolution, slated for implementation in 2012. While taking a more formalistic approach, provision is made for convictions of those defendants who fail to appear for their meetings with the prosecutor

ICON ~ Integrated Courts Offences Network, being the provincial mainframe application used and relied upon by administration of justice staff in relation to all aspects of POA matters

ISA ~ the Intermunicipal Service Agreement underpinning the local POA Court operations for Windsor/Essex, entered into amongst the City and the other 9 municipalities together constituting the Area

Liaison Committee ~ the Windsor/Essex Court Service Area Liaison Committee erected pursuant to the ISA, being an advisory administrative body

LSA ~ Local Side Agreement, being one of the 2 contracts together constituting the Transfer Agreement

MAG ~ the Ministry of the Attorney General for the Province of Ontario

MOU ~ Memorandum of Understanding, being one of the 2 contracts comprising the Transfer Agreement

NCO ~ NCO Financial Services, Inc., one of the registered Canadian collection agencies who have been retained since 2006 to assist the POA Program in the collection of defaulted fines owed by Canadian residents

OMBI ~ The Ontario Municipal Benchmarking Initiative (OMBI) is a groundbreaking initiative collecting data for more than 850 measures across thirty-seven (37) municipal service areas

Part I ~ that portion of the POA dealing with ticketing procedures for non-parking matters

Part II ~ that portion of the POA dealing with ticketing procedures for parking matters

Part III ~ that portion of the POA dealing with the issuance of summonses for persons to attend POA Court in order to be arraigned on Informations and thereafter to be dealt with by a Justice of the Peace. There are no provisions for out-of-court payments nor for failure-to-respond convictions

POA ~ Provincial Offences Act of Ontario

POA Court ~ referring to that judicial complement of the Ontario Court of Justice, composed primarily of Justices of the Peace, whose duties include dealing with POA matters

POA Office ~ the premises where the City executes the POA administration of justice functions

POA Program ~ the City's operational structure for the delivery of POA administration of justice functions

POA Transfer ~ the transfer by the province to the City of POA administration of justice functions

Serviced Municipalities ~ those 9 signatories to the ISA for which the City is the service provider pursuant to the POA Transfer, consisting of Leamington, LaSalle, Tecumseh, Essex Town, Kingsville, Pelee, Amherstburg, Lakeshore and Essex County

Transfer Agreement ~ contractual arrangement between the City and MAG where the City became the local service provider for transferred administration of justice functions, composed of the MOU and the LSA

Victim Fine Surcharge ~ all fines levied under Part I and Part III of the POA are statutorily bumped-up by this surcharge. Where the base fine does not exceed $1,000, the surcharge amount is applied in stepped amounts ranging from $10 to $125; fines over $1,000 have a flat 25% surcharge added. All surcharge amounts are remitted without deduction to the province for appropriate application as determined by senior government

THE CORPORATION OF THE
TOWN OF TECUMSEH

Financial Services
Report No. 08/17

TO: Mayor and Members of Council

FROM: Luc Gagnon, Director Financial Services & Treasurer

DATE OF REPORT: May 29, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: 2016 Annual Report on Investment and Cash Management

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RECOMMENDATIONS

It is recommended that:

1. The 2016 Annual Report on Investment and Cash Management be received for information.

BACKGROUND

Council approved Policy #87 – Investment Policy on February 16, 2016 which states "The Town of Tecumseh (Town) strives for the optimum utilization of its cash resources within statutory limitations and the basic need to protect and preserve capital, while maintaining solvency and liquidity to meet ongoing financial requirements."

Section 7.1 REPORTING REQUIREMENTS reads as follows:

The Director Financial Services & Treasurer shall submit an investment report to Council at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year.

7.2 The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.
- Average weighted yield to maturity on investments.
- A statement by the Director Financial Services & Treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investment policies and goals adopted by the Town.
- Such other information that Council may require or that, in the opinion of the Director Financial Services & Treasurer, should be included.

COMMENTS

Table 1 contains information on the Listing of individual securities held at the end of the reporting period, Percentage of the total portfolio which each type of investment represents and Average weighted yield to maturity on investments with comparison values for the prior two years.

Table 1

Listing of Individual Securities Held at December 31 ($,000)

	2016			2015			2014		
	Amount @ Dec 31	**% of Funds**	**Ave. Int. Rate**	**Amount @ Dec 31**	**% of Funds**	**Ave. Int. Rate**	**Amount @ Dec 31**	**% of Funds**	**Ave. Int. Rate**
Cash	$ 3	0%		$ 3	0%	0.00%	$ 3	0%	
Bank Balances	$ 28,536	70%	1.96%	$ 27,526	71%	2.00%	$ 25,200	68%	2.50%
Short-Term	$ 28,539	70%	1.96%	$ 27,529	71%	2.00%	$ 25,203	68%	2.50%
Drain 5 year Receivables	$ 232	1%	1.83%	$ 136	0%	0.44%	$ 18	0%	
EPC Financing Agreement	$ 1,544	4%	4.00%	$ 1,544	4%	4.00%	$ 1,544	4%	4.00%
Medium-Term	$ 1,776	4%	3.72%	$ 1,680	4%	3.71%	$ 1,562	4%	3.95%
EPC - Equity - Common	$ 9,746	24%	4.32%	$ 9,203	24%	4.40%	$ 8,563	23%	4.63%
EPC - Equity - Green	$ 374	1%	7.00%	$ 374	1%	7.00%	$ 1,544	4%	7.00%
	$ 10,120	25%	4.42%	$ 9,577	25%	4.54%	$ 10,107	27%	4.73%
ONE Fund - Equity	$ 400	1%	0.00%	$ -			$ -		
Long-Term	$ 10,520	26%		$ 9,577	25%		$ 10,107	27%	
Total Funds	$ 40,835	100%	2.56%	$ 38,786	100%	2.68%	$ 36,872	100%	2.84%

Note:

EPC - Equity - Common amount is recorded using the modified equity basis of accounting. The Town recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account. The Average Interest Rate earned is calculated based on the change in the investment account balance.

Investment Policy PERFORMANCE STANDARDS 6.2 states “Short-term funds will be compared to the return on the three month Government of Canada Treasury Bills and the One Investment Program’s Money Market Fund”. The return on Bank Balances is based on the Bank of Canada Prime Rate which decreased in 2015 resulting in a lower average annual rate of return for 2016. The 1.96% rate of return compares favourably with the ONE Fund and Canada Treasury Bills 1 year returns for:

- High Interest Savings Account 1.05%
- Money Market Portfolio 0.50%
- Canada Treasury Bills 0.65%

Investment Policy PERFORMANCE STANDARDS 6.3 states “Long-term funds will be compared to Scotia McLeod’s All Government Short Term Bond Index and One Fund’s Bond Investment Program”. The Essex Power Corporation return of 4.42% compares to:

- Scotia McLeod 0.46%
- ONE - Bond Investment Program 1.09%
- ONE - Universe Corporate Bond Portfolio 1.56%

Although the Investment Policy is silent on performance standards for the medium-term investments the 3.62% 2016 actual return compares to:

- ONE - Universe Corporate Bond Portfolio 1.56%
- Scotia Bond Fund 2.29%

Administration does note that any inherent growth in the market value of EPC Common shares is not reflected in the analysis within this report.

Table 2 contains the Listing of investments by maturity date.

Table 2

Listing of Maturity Dates

	Book Value	Interest Rate	Maturity Date
Short -Term			
Cash & Bank	$ 28,539,677	1.95%	N/A
Medium-Term			
Drain 5 year Receivables			
2014	$ 11,403	3.25%	2019
2015	$ 98,385	3.10%	2020
2016	$ 121,893	2.95%	2021
	$ 231,681		
EPC Financing Agreement	$ 1,544,408	4.00%	2017
Long-Term			
EPC - Equity - Common	$ 9,746,419	N/A	N/A
EPC - Equity - Green	$ 373,943	N/A	2030
ONE Fund - Equity	$ 400,000	N/A	N/A
	$ 10,520,362		

I, Luc Gagnon, Director Financial Services & Treasurer, hereby state that in my opinion all investments were made in accordance with the investment policies and goals adopted by the Town.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

Actual investment income for the past three years is contained in Table 3. Investment income represents approximately 3% of total revenues of the Town.

Investment income is expected to remain relatively consistent going forward assuming there are no further reductions in the prime rate.

Table 3				
Investment Income Summary		2016	2015	2014
Cash & Bank	Interest	$ 637,179	$ 645,801	$ 700,870
Drain 5 year Receivables	Interest	4,242	599	
EPC Financing Agreement	Interest	61,776	61,776	61,776
		66,018	62,375	61,776
EPC - Equity - Common	Dividends	420,660	408,498	396,600
EPC - Equity - Green	Dividends	26,176	26,176	26,176
		446,836	434,674	422,776
ONE Fund - Equity		-	-	-
		446,836	434,674	422,776
Total Investment Income		$ 1,150,033	$ 1,142,850	$ 1,185,422

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:

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

Recommended by:

_____
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

LG

THE CORPORATION OF THE
TOWN OF TECUMSEH

Financial Services
Report No. 10/17

TO: Mayor and Members of Council

FROM: Luc Gagnon, Director Financial Services & Treasurer

DATE OF REPORT: June 14, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: 2016 Development Charge Reserve Fund Statement

RECOMMENDATIONS

It is recommended that:

1. The 2016 Development Charge Reserve Fund Statement, prepared in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43, be received.

2. The 2016 Development Charge Reserve Fund Statement be made available to the public on the Town's website in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43 (2.1); 2015, c. 26, s. 7 (1).

3. The report be forwarded to the Ministry of Municipal Affairs (MMA) upon request as per the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43 (3); 2015, c. 26, s. 7 (2).

BACKGROUND

Section 43 of the Development Charges Act states "the Treasurer of a municipality shall each year on or before such date as the council of the municipality may direct, give the council a financial statement relating to development charge by-laws and reserve funds established under section 33".

Council did by motion RCM 779/03 direct that the Development Charge (DC) financial statement be provided by June 30 of the year following.

The statement must include opening and closing balances, transactions and such information as is prescribed in the regulations.

In prior years, the statement was forwarded to the MMA on an annual basis, however Section 43 (3) was amended in 2015 to require provision of the statement to the MMA only if requested.

Another amendment to Section 43 is the requirement that the statement is made available to the public.

The Greater Windsor Home Builders Association Inc. has requested copies of the DC statements.

COMMENTS

The development charge reserve fund balance as of December 31, 2016 was **$467,836** (2015 balance was $283,341).

A number of growth-related projects have been undertaken the last few years. The DC reserve funds have been inadequate to fully fund these projects so it has been necessary to temporarily fund these works from other sources until DC fund revenue is collected.

The amounts remaining unfunded as of December 31, 2016 are presented below. Details are provided in Attachment 4 (Schedule "C").

	2016	2015	2014	2013	2012
Fire	**$ -**	$ 6,183	$ -	$ -	$ -
Police	**$ -**	$ -	$ -	$ 4,139	$ 9,110
Roads	**$ 1,183,853**	$ 1,315,459	$ 1,306,802	$ 1,413,670	$ 1,305,431
Wastewater	**$ 9,670,780**	$ 8,194,179	$ 7,081,328	$ 5,880,259	$ 4,609,343
Watermain	**$ 393,091**	$ 454,723	$ 583,346	$ 675,572	$ 744,318
Recreation - Outdoor	**$ 841,018**	$ 554,904	$ 334,781	$ 287,846	$ 314,144
Recreation - Indoor	**$ -**	$ -	$ -	$ 328,677	$ -
Studies	**$ 753,993**	$ 620,864	$ 554,858	$ 546,932	$ 457,066
	$12,842,735	$11,146,312	$ 9,861,115	$ 9,137,095	$ 7,439,412

As additional development charge revenue is received, the Town has the opportunity to draw the above amounts from the reserve fund.

Interim financing for the Roads, Recreation and Studies unfinanced components have been provided from reserves and taxation while Wastewater and Watermain unfinanced amounts have been provided from wastewater and water rates.

As amounts become available to repay the unfunded balances, these funds are used to repay the original source of funding or allocated to the Capital Infrastructure Reserve where the amount was funded by taxation. (RCM-287/09; FS Report 13/09)

Based on the current rate of development and projects being completed it is anticipated it will be a number of years before there are sufficient funds available in the DC reserve fund to repay unfunded balances.

It is recommended that:

1. The 2016 Development Charge Reserve Fund Statement prepared in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43, be received.

2. The 2016 Development Charge Reserve Fund Statement be made available to the public on the Town's website in accordance with the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43 (2.1); 2015, c. 26, s. 7 (1).

3. The report be forwarded to the Ministry of Municipal Affairs (MMA) upon request as per the Development Charges Act, 1997, S.O. 1997, c. 27, s. 43 (3); 2015, c. 26, s. 7 (2).

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

The Town continues to experience shortfalls in DC revenues as compared to eligible expenditures. The Town continues to fund the shortfall internally with the intention of repaying the funds as DC revenues are received.

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:

Zora Visekruna, MBA
Financial Analyst

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Development Charge Reserve Fund Statement,
2. Schedule “A” – Development Charge Related Capital Projects,
3. Schedule “B” – Development Charge Related Studies, and
4. Schedule “C” – Unfunded Development Charge Amounts.

ZV

TOWN OF TECUMSEH
DEVELOPMENT CHARGE RESERVE FUND STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2016

	RESERVE FUND									
						10 Year Services				
	Fire	Police	Roads	Wastewater	Water	Studies	Library	Outdoor Recreation	Indoor Recreation	Total
Balance as of January 1, 2016	**$ 193,394**	**$ 15,710**	**$ -**	**$ -**	**$ -**	**$ (154,182)**	**$ 46,755**	**$ -**	**$ 181,664**	**$ 283,341**
Add:										
Development Charges Collected	$ 21,524	$ 9,068	$ 146,276	$ 256,814	$ 93,609	$ 43,700	$ 9,438	$ 95,543	$ 100,518	$ 776,490
Interest earned	$ 4,389	$ 357				$ (3,499)	$ 1,061		$ 4,122	$ 6,430
Repayment of Amts. Borrowed from Fund Incl. Interest										$ -
SUB-TOTAL	$ 25,913	$ 9,425	$ 146,276	$ 256,814	$ 93,609	$ 40,201	$ 10,499	$ 95,543	$ 104,640	$ 782,920
Deduct:										
Fund Capital Projects - Schedule "A"	$ 6,183	$ -	$ 146,276	$ 256,814	$ 93,609		$ -	$ 95,543	$ -	$ 598,425
Fund Studies - Schedule "B"						$ -				$ -
Amounts Refunded										$ -
Loans to Other D.C. Categories for Interim Financing										$ -
Credits										$ -
SUB-TOTAL	$ 6,183	$ -	$ 146,276	$ 256,814	$ 93,609	$ -	$ -	$ 95,543	$ -	$ 598,425
Balance as of December 31, 2016	**$ 213,124**	**$ 25,135**	**$ -**	**$ -**	**$ -**	**$ (113,981)**	**$ 57,254**	**$ -**	**$ 286,304**	**$ 467,836**

SCHEDULE "A"

TOWN OF TECUMSEH
DEVELOPMENT CHARGE RELATED CAPITAL PROJECTS
FOR THE YEAR ENDED DECEMBER 31, 2016

Capital Project/Activity	Fund	Cost	Taxes/Rates/ Part XII	Grants/Other	DC Draw	Unfunded
Prior Years Unfunded - Firefighter Equipment					$ 6,183	$ -
	Fire	$ -	$ -	$ -	$ 6,183	$ -
						$ -
	Police	$ -	$ -	$ -	$ -	$ -
Prior Years Unfunded - Various Roads Projects					$ 146,276	$ -
8th Concession Trunk Sanitary Sewer & Watermain		$ 65,197	$ 50,527			$ 14,670
	Roads	$ 65,197	$ 50,527	$ -	$ 146,276	$ 14,670
Prior Years Unfunded - Various Wastewater Projects					$ 256,814	$ -
Shawnee/Arbour Phase 2 - Arbour Sewer Ext. to Lesperance		$ 229,601	$ 34,785		$ -	$ 194,816
8th Concession Trunk Sanitary Sewer & Watermain		$ 115,148	$ 37,976		$ -	$ 77,172
P&I Debt Payments		$ 1,461,427				$ 1,461,427
	Wastewater	$ 1,806,176	$ 72,761	$ -	$ 256,814	$ 1,733,415
Prior Years Unfunded - North Talbot Trunk Project (2010)					$ 93,609	$ -
8th Concession Trunk Sanitary Sewer & Watermain		$ 39,972	$ 7,995			$ 31,977
	Water	$ 39,972	$ 7,995	$ -	$ 93,609	$ 31,977
Prior Years Unfunded - Various Outdoor Rec Projects					$ 95,543	$ -
Tecumseh Vista Academy Interim Trail		$ (4,994)	$ (879)		$ -	$ (4,115)
Lakewood South Works (Canada 150 CIP)		$ 758,625	$ 66,759	$ 379,313	$ -	$ 312,553
Tecumseh Centre Park Pathway		$ 50,220	$ 8,839		$ -	$ 41,381
Weston Park - Addition of Batting Cage		$ 6,864	$ 1,208		$ -	$ 5,656
Kubota Mower - Addition to Inventory		$ 16,765	$ 1,677		$ -	$ 15,088
Lakewood Park - Hayes Parking Lot		$ 13,463	$ 2,369		$ -	$ 11,094
	Outdoor Recreation	$ 840,943	$ 79,973	$ 379,313	$ 95,543	$ 381,657
		$ -	$ -			$ -
	Indoor Recreation	$ -	$ -	$ -	$ -	$ -
Total		**$ 2,752,288**	**$ 211,256**	**$ 379,313**	**$ 598,425**	**$ 2,161,719**

SCHEDULE "B"

TOWN OF TECUMSEH
DEVELOPMENT CHARGE RELATED STUDIES
FOR THE YEAR ENDED DECEMBER 31, 2016

Studies	Fund	Cost	Taxes	Grants/Other	DC Draw	Unfunded
Transportation Master Plan	Studies	$ 37,071	$ 11,863		$ -	$ 25,208
Bridge Needs Study	Studies	$ 104,018	$ 82,351		$ -	$ 21,667
Pumping Station Condition Assessment	Studies	$ 50,380	$ 27,991		$ -	$ 22,389
Water/Wastewater Master Plan	Studies	$ 23,482	$ 2,201		$ -	$ 21,281
Sportsplex Study	Studies	$ 62,690	$ 31,345		$ -	$ 31,345
Official Plan	Studies	$ 1,378	$ 448		$ -	$ 930
Development Charge Study	Studies	$ 4,938	$ 494		$ -	$ 4,444
CIP Plan	Studies	$ 4,000	$ 2,200		$ -	$ 1,800
Upper Little River SWM	Studies	$ 4,065	$ -		$ -	$ 4,065
Total		**$ 292,022**	**$ 158,893**	**$ -**	**$ -**	**$ 133,129**

SCHEDULE "C"

TOWN OF TECUMSEH
UNFUNDED DEVELOPMENT CHARGE AMOUNTS
FOR THE YEAR ENDED DECEMBER 31, 2016

	RESERVE FUND						
	Fire	Roads	Wastewater	Watermain	Outdoor Recreation	Studies	Total
Unfunded DC Balance at Dec. 31, 2015	$ 6,183	$ 1,315,459	$ 8,194,179	$ 454,723	$ 554,904	$ 620,864	$ 11,146,312
Amounts Funded Schedule "A"	$ (6,183)	$ (146,276)	$ (256,814)	$ (93,609)	$ (95,543)		$ (598,425)
Amounts Unfunded Schedule "A"	$ -	$ 14,670	$ 1,733,415	$ 31,977	$ 381,657		$ 2,161,719
Amounts Unfunded Schedule "B"						$ 133,129	$ 133,129
Net (Funded) Unfunded	$ (6,183)	$ (131,606)	$ 1,476,601	$ (61,632)	$ 286,114	$ 133,129	$ 1,696,423
Subtotal	$ -	$ 1,183,853	$ 9,670,780	$ 393,091	$ 841,018	$ 753,993	$ 12,842,735
Unfunded DC Balance at Dec. 31, 2016	**$ -**	**$ 1,183,853**	**$ 9,670,780**	**$ 393,091**	**$ 841,018**	**$ 753,993**	**$ 12,842,735**

Change $ 1,696,423

THE CORPORATION OF THE
TOWN OF TECUMSEH

Parks and Recreation Department
Report No. 13/17

TO: Mayor and Members of Tecumseh Town Council

FROM: Kerri Rice, Manager Recreation Programs & Events

DATE OF REPORT: May 26, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Transition Timelines for the Tecumseh Corn Festival

RECOMMENDATIONS

It is recommended that:

1. Parks and Recreation Report No. 13/17 respecting the Transition Timelines for the Tecumseh Corn Festival be received; and that

2. The Director Parks & Recreation be authorized to enter into direct negotiations with a local community organization to take over the management of the Tecumseh Corn Festival; and further that

3. Administration prepare a report for Council's consideration regarding the results of the direct negotiations.

BACKGROUND

At the Policies & Priorities Committee Meeting on November 30, 2015, in accordance with Council's direction, Administration proposed a phase-in approach to move the Tecumseh Corn Festival [Festival] towards a self-sustaining community event. The following table outlines the steps proposed by Administration to be implemented over a three-year period. Note that T is for Town and NP is for Not for Profit group.

	2016	2017	2018
• Responsibility for Festival including recruiting and appointing volunteers	T	NP	NP
• Reduction of the Manager, Recreation Programs/Events labour dedicated to the Corn Festival (labour will be redistributed to the Department)	50%	100%	100%
• Committee responsible for taking on the responsibilities once completed by the Manager, Recreation Programs/Events	50%	100%	100%
• Manager Recreation Programs/Events as a resource to the not-for-profit organization for the planning of the festival but no longer provide dedicated service to the event. Manager Recreation Programs/Events involvement with festival will be similar to that which is provided to all event organizers planning an event within the Town of Tecumseh; preparation of facility rental agreements, preparing report for Council's	N/A	✓	✓

	2016	2017	2018
consideration regarding special requests/approvals, SERT meetings, etc.			
• Manager Recreation Programs/Events involvement with festival will be similar to that which is provided to all event organizers planning an event within the Town of Tecumseh: preparation of facility rental agreements, preparing report for Council's consideration regarding special requests/approvals, SERT meetings, etc.	N/A	N/A	✓
• Festival budget remains within the Town's Operating Budget	Yes	No	No
• Town in-kind contribution - Park facility	✓	✓	✓
• Town in-kind contribution - Town equipment	✓	✓	✓
• Town in-kind contribution – Parks & PW labour for set-up and maintenance	✓	✓	✓
• Town in-kind contribution - Fire labour for first-aid and fire prevention education	✓	✓	✓
• Town in-kind contribution - OPP labour for festival activities, including parade & entertainment and the licensed tent	✓	✓	✓
• Town in-kind contribution - OPP labour for the licensed tent	✓		
• Contract with Carter Shows Midway, Corn Booth, Licensed Tent etc.	T	NP	NP
• One Member of Council as a liaison representative to the Committee; non-voting member	✓	✓	✓
• Town Administration to meet with local not-for-profit organizations to discuss opportunities for organizations to take over the management of the festival; not-for-profit organizations may be required to submit proposals for consideration	✓	✓	N/A
• Potential Town grant to the NP phased out by 2021. Amount to be determined	N/A	✓	✓

At the Policies & Priorities Committee Meeting on December 13, 2016, the Members directed the following (PPC-16/16):

> *THAT Parks and Recreation Report No. 29/16 respecting the Transition Timelines for the Tecumseh Corn Festival be received;*
> *AND THAT the Corn Festival remain within the Town's Operating Budget for 2017 whereas the Manager Recreation Programs & Events will continue to provide support to the Committee, similar to the support provided in 2016;*
> *AND THAT the OPP labour for the licensed tent will remain as part of the Town's in-kind contribution to the 2017 Festival;*
> *AND THAT a one-year extension be negotiated with Carter Shows Ltd. for the Midway Carnival for the 2017 Festival;*
> *AND THAT a one-year agreement with the Optimist Club of St. Clair Beach be prepared for the servicing of the Corn Booth for the 2017 Corn Festival;*
> *AND THAT a one-year agreement with the Knights of Columbus Council No. 4375 be prepared for the servicing of the Licensed Tent for the 2017 Corn Festival;*
> *As recommended by the Manager Recreation Programs & Events, under Report No. 29/16.*

At the Policies & Priorities Committee Meeting on December 13, 2016, the Members directed the following (PPC-17/16):

> *THAT Administration commence discussions with the local service groups regarding the Tecumseh Corn Festival transition.*

COMMENTS

Meeting with Community Groups:

On February 24, 2017, Administration met with local not-for-profit organizations regarding opportunities for individual and/or joint partnerships to take over the operations of the Festival. The meeting included representatives from the Optimist Club of St. Clair Beach, the Rotary Club of Windsor-St. Clair, Lakeside Lion's Club and the Knights of Columbus # 4375.

At the meeting, Administration provided the group with an overview of Council's objective to transition the Festival to a community group(s) and discussed the advantages of the Festival going back to a community organization. Administration provided copies of the Festival's 2016 budget actuals and the 2017 budget along with other supporting documentation to reflect the Festival's overall operational objectives and requirements. Administration informed the group that the Town was committed to supporting a not-for-profit organization through in-kind contributions towards the Festival through such things as facility space, support with ground set-up and possible financial contributions dependent upon Council's budget deliberations.

All of the groups were requested to go back to their respective organizations to review and discuss the potential opportunities. In addition, Administration encouraged the groups to meet amongst themselves to discuss opportunities for joint partnerships.

In the weeks following the February 24, 2017 meeting, all but one of the organizations informed Administration that they would not pursue taking over the Festival operations.

Request for Proposal:

As a result of the responses received from the local not-for-profit organizations to take over the operations of the Festival, Administration prepared a Request for Proposal [RFP] that was posted on April 27, 2017. The RFP was posted on the Town's website and social media accounts. In addition, the RFP was circulated directly to each of the local not-for-profit organizations. The RFP was also forwarded to Festivals and Events Ontario [FEO] to be included on FEO's Job Opportunities site. Additionally, attempts were made to forward the RFP to the Canada South Festival Network; however no response was received.

The scope of work outlined in the RFP indicated the following:

The Town of Tecumseh is seeking an individual and/or organization to take over the management, execution and production of the Tecumseh Corn Festival on an on-going basis starting in 2018. The Town of Tecumseh is accepting proposals for consideration from individuals/organizations with solid financial standing and a proven track record of serving the community with three or more years of event or festival planning experience. Unless otherwise noted, the individual/organization is responsible for raising all revenue and paying for all expenses associated with the Festival.

1. *Develop, manage and execute event plan and timelines; assign/delegate tasks to event personnel/volunteers*
2. *Create and manage event budget, expenses, and timelines including sponsorship opportunities*
3. *Create and implement event marketing campaign*
4. *Responsible for leading/managing all aspects of the festival, including vendors, midway carnival operator, entertainment, stage production, licensed area, security, safety & evaluation plan, etc.*
5. *Direct and manage onsite event set-up and clean-up, including event staffing, volunteers, security, fencing, sanitation, tents, tables, electrical inspections, etc.*

6. *Ensure compliance with all regulations, policies and bylaws including but not limited to health, safety, fire, alcohol, noise, road closures and special events. Insuring that all necessary permits are obtained and displayed, if required. Copies of the polices and bylaws can be found on the Tecumseh website with the RFP. If the Respondent requires further information or clarification please contact Manager of Recreation Programs & Events.*
7. *The following components are mandatory requirements for the successful respondent to include in the execution of the Tecumseh Corn Festival:*
    a. *Location/Date – Lacasse Park; the weekend before Labour Day*
    b. *Corn Booth*
    c. *Licensed Tent*
    d. *Entertainment; includes a variety of Family-friendly entertainers for Seniors, Adults, Teens and Children*
    e. *Interactive Activities*
    f. *Midway Carnival*
    g. *Vendor Village, including food, merchandise and arts & crafts*

Deadline for proposals to be received was 2:00 p.m. on Thursday, May 25, 2017.

As of 2:00 p.m. on Thursday, May 25, 2017, no proposals were received.

Next Steps:

Administration is seeking direction from Council as to next steps as it relates to the Transition of the Tecumseh Corn Festival starting in 2018. Administration suggests three (3) options for Council's consideration:

Option 1 – Direct Negotiations

This option would support Administration to contact local community organizations to discuss opportunities for a local community group to take over the operations of the festival. Direct negotiations would allow Administration to work directly with a local community organization to determine if an agreement could be reached between the Town and the organization for the local community group to take over the festival operations. A detailed report would be provided to Council for approval that would include the terms and conditions that the community organization would be seeking in exchange for taking over the operations of the Festival.

Option 2 – Alternative Programming

This option suggests that the Town explore other festivals, events and programming to take the place of the Festival. The Festival has been in existence since 1975 and is a well-known tradition in the community and throughout the Windsor/Essex County region. Over the years other festivals throughout the region have come and gone. Some festivals have re-branded themselves while others have been replaced with new programs and events. The Windsor/Essex County region offers several festivals throughout the year, with multiple festivals and events being offered during the months of June, July and August. Over the last several years, additional events and programs have been scheduled within the Tecumseh community, which offer residents and visitors a variety of leisure opportunities, such as the Summer Concert Series, the Taste of Tecumseh Festival, Outdoor Movie Night, Canada Day Celebration, Night Market, Christmas in Tecumseh & Santa Parade and Family Fun Fair. Administration's objective would be to schedule other program activities for residents and visitors to enjoy whether it is scheduled on the traditional weekend of the Festival or an alternate date.

Option 3 – Status Quo

This option would support continuing with the Festival as a Town event. This would require Council appointed community volunteer members to serve on the Tecumseh Corn Festival Committee to organize the annual festival. Under this option, the Festival would remain within the annual municipal budget and all activities involved with the festival would remain under the Town's risk and liability insurance. The Tecumseh Corn Festival would require the continued administrative support from a municipal department for the overall planning of the festival, including the coordination of committee meetings, website support, and financial administration. Budget allocation would be required to support this option.

CONSULTATIONS

Chief Administrative Officer
Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Historically, the Tecumseh Corn Festival has had a deficit net operating budget.

Not included in the Festival's budget are additional labour costs associated with support provided by other operating budgets such as OPP, Fire, Public Works and Parks as these are typically blended into the department budgets.

In 2016, the Festival reported a surplus operating budget, however this is the result of re-assessing the labour costs associated with the Administrative support provided by the Recreation department.

	2013 Actual	2014 Actual	2015 Actual	2016 Actual
Revenues	$ 149,661	$ 152,094	$ 190,797	$ 153,150
Expenditures	$ 178,387	$ 193,738	$ 202,870	$ 150,661
Surplus / (Deficit)	**-$ 28,726**	**-$ 41,644**	**-$ 12,073**	**$ 2,489**

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

Reviewed by:

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. 16/17

TO: Mayor and Members of Town Council

FROM: Kerri Rice, Manager Recreation Programs & Events

DATE OF REPORT: June 13, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Tecumseh Terry Fox Run 2017

RECOMMENDATIONS

It is recommended that:

Council consider the request from the Tecumseh Terry Fox Run organizers to waive the associated fees for the use of Green Acres Optimist Park Pavilion and Community Centre for the Tecumseh Terry Fox Run on Sunday, September 17, 2017.

BACKGROUND

This year marks the 37th Anniversary of the National Terry Fox Run. A run has been held in the Town of Tecumseh for the past 19 years. Over the years, the Tecumseh Terry Fox Committee has been utilizing the Green Acres Optimist Park for its annual run in partnership with volunteers from the Optimist Club of St. Clair Beach. To date, there have been no reported issues or concerns.

The Corporation of the Town of Tecumseh's by-law number 2016-82 is a by-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh.

COMMENTS

Administration received a request from the Tecumseh Terry Fox Committee for use of Green Acres Park and Optimist Community Centre for its annual Terry Fox Run. Administration has prepared a Facility Use Agreement in accordance with the Administrative Fees and Charges By-Law for use of Green Acres Park and Optimist Community Centre as noted below under the Financial Implications section.

Ms. Jan Wright, Chairperson for the Tecumseh Terry Fox Run provided Administration with a letter requesting Town Council waive the charges associated with the use of Town facilities for the event (Attachment 1). Ms. Wright has informed Administration that the Terry Fox Foundation policies and guidelines state that all goods and services related to a Run event must be donated in full and that no monies raised during a Terry Fox Run are to be directed towards covering its expenses.

In accordance with the Facility Use Agreement, the Terry Fox Committee will be required to provide Administration with a copy of insurance naming the Corporation of the Town of Tecumseh as an additional insured in the amount of $2,000,000 for use of the facilities for the date(s) of the event.

CONSULTATIONS

None.

FINANCIAL IMPLICATIONS

The rental fees for the use of Green Acres Park and the Optimist Community Centre are as follows:

	Rental	Fee
Room Rental – 2 days	A Room	$76.00
Room Rental – 2 days	B Room	$76.00
Park / Pavilion Rental	Park/Pavilion	115.00
	Total	**$267.00**

The Tecumseh Terry Fox Committee has, as in prior years, requested that the above noted fee be waived as the Terry Fox Foundation policies and guidelines state that all goods and services related to a Run event must be donated in full and that no monies raised during a Terry Fox Run are to be directed towards covering its expenses.

Traditionally, Council has agreed to waive the various fees associated with this event in order to assist the Tecumseh Terry Fox Committee with their annual run.

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 & Event

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Letter dated June 10, 2017 from Jan Wright, Chairperson of the 2017 Tecumseh Terry Fox Run

KR

Tecumseh Terry Fox Run
Working Together to Outrun Cancer

June 10, 2017

Dear Mayor McNamara and Council Members,

This year marks the 37th Anniversary of the Annual Terry Fox Run known as the Marathon of Hope. A Run has been held in the Town of Tecumseh for the past 20 years, and this year, the Tecumseh Terry Fox Run will be held on Sunday September 17th at Green Acres Optimist Park. We encourage you to join us that day to celebrate what now known in Ontario and other provinces in Canada as **Terry Fox Day.**

Last years' Run was an outstanding event, with approximately 1400 participants, an amazing $93,000 was raised for Cancer Research. Especially exciting was that Run Day figures put our Run at over $600,000 dollars raised in the past 12 years.

The Terry Fox Foundation is a grassroots organization. Their guidelines and policies are very strict. They do not allow for sponsorship of any kind. All moneys raised in Terry's name must go to the Foundation for Cancer Research. Volunteers and donated items are used to host the Run and for all pre-events leading up to the Run. The success of our Run is dependent on the generosity and support of our local businesses, our participants, parks and recreation, the Mayor and the Town of Tecumseh Councillors.

We appreciate the help that you have given us in the past and we ask that you support us again this year by waiving any charges or fees that are normally affiliated with the use of Town Property for an Event.

Thank you for helping us to keep the spirit of giving, the spirit of community, and the spirit of Terry Fox's dream alive.

Sincerely,

Jan Wright
Chairperson,
2017 Tecumseh Terry Fox Committee

THE CORPORATION OF THE
TOWN OF TECUMSEH

Planning and Building Services
Report No. 21/17

TO: Mayor and Members of Council

FROM: Brian Hillman, MCIP, RPP
Director, Planning and Building Services

DATE OF REPORT: June 16, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12233 Tecumseh Road (St. Anne Church)
Building Façade Improvement Grant Program
OUR FILE: D18 CIPFIP - CIP-04/17

RECOMMENDATIONS

It is recommended that:

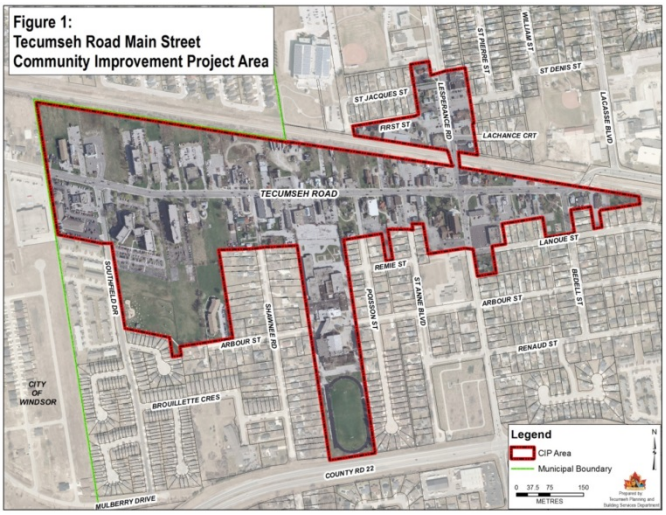
1. The Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 12233 Tecumseh Road (Roll No. 374405000000200), be approved and deemed eligible for the following Financial Incentive(s) in accordance with Section 11.3 (5):

    i) Building Façade Improvement Grant Program for a total amount of $15,000.00 toward the costs associated with the façade improvements being undertaken.

    all of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and Planning and Building Services Report 21/17.

BACKGROUND

On January 12, 2016, Council adopted the Tecumseh Road Main Street Community Improvement Plan (CIP) in accordance with Section 28(2) of the Planning Act. The CIP applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land.



The CIP establishes a community developed vision and provides a means for planning and promoting

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 26, 2017, Town Administration held a pre-consultation meeting with a representative of the St. Anne Church property located on the southwest side of the Tecumseh Road/Lesperance Road intersection (12233 Tecumseh Road) (see Attachments 2 and 2A for location) to determine if proposed improvements to the exterior façade of the church would qualify for financial incentives under the CIP. The St. Anne Church parish is currently undertaking a number of improvements to the exterior façade of the church and is proposing to renovate and re-install the church spire that has been stored on the front yard of the property for the past several years (see Attachment 3).

COMMENTS

One of the key objectives of the Tecumseh Road CIP is to create a framework that provides opportunities to create a true “main street” and to revitalize Tecumseh’s Downtown, building on historic assets and healthy aspects of the corridor such as St. Anne’s Church. St. Anne’s Church forms part of Tecumseh Road’s eastern heritage node, making it one of the most important gateway entry points into the Tecumseh Road CIP area. This heritage node, with a focus at the Tecumseh and Lesperance Road intersection, is the “four corners” eastern gateway into the corridor, celebrated by the prominent St. Anne’s Church.

The proposed restoration and reinstallation of the church spire meets the design guidelines of the CIP and the criteria of the *Building Façade Improvement Grant Program*.

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 building façade (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. Roof Tile Management / W.D. Lester Construction - $565,921 + HST
2. Heather & Little Ltd. - $808,750 +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 two other CIP grant fund applications that were approved in early 2017, thus the current available funding total is $120,618.

Upon approval of the recommendations of this report, remaining available program funds for 2017 will be $105,618 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:

Chad Jeffery, MA, MCIP, RPP
Manager Planning

Prepared by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

ED

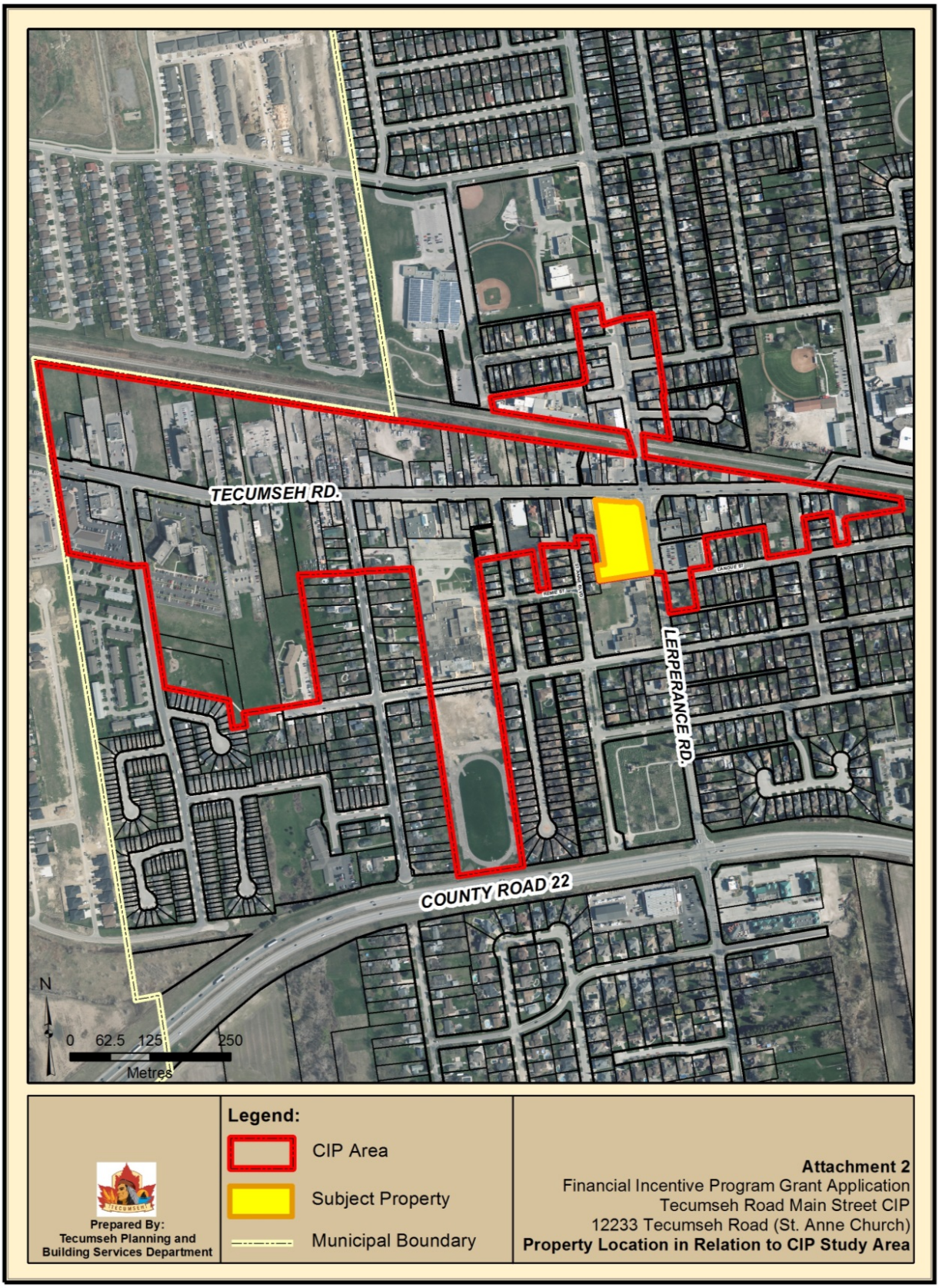
Attachment(s):
1. CIP Support Programs and Incentives Summary
2. Property Location in Relation to CIP Study Area
2A. Property Location, Detail View
3. Architectural Rendering Detail
4. CIP Incentives Financial Summary

File Name (R:\Tecumseh Road Main Street CIP\D18 CIPFIP\12233 Tecumseh Road - St. Anne Church\Planning Report 21-17 CIP Grant Program 1125 Lesperance Road.docx)

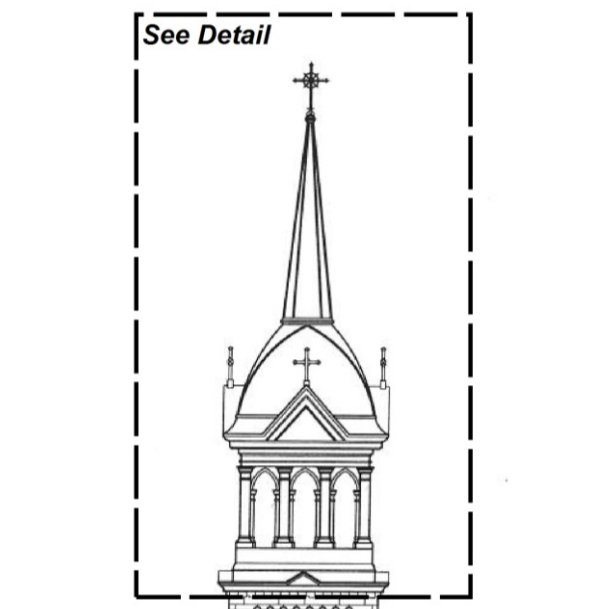
Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12233 Tecumseh Road (St. Anne Church)
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

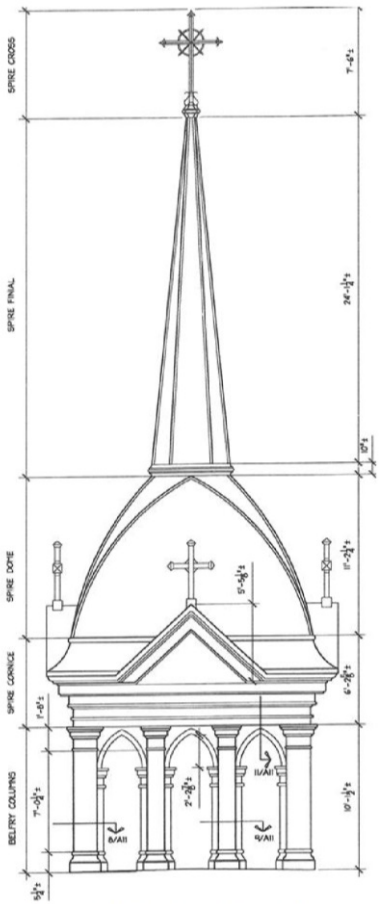
Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of $3,000 with a maximum of one study per property.	$15,000
Planning Application and Permit Fee 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 Progam (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


TECUMSEH RD.
LERPERANCE RD.
COUNTY ROAD 22
N
0 62.5 125 250
Metres
Legend:
CIP Area
Subject Property
Municipal Boundary
Prepared By:
Tecumseh Planning and
Building Services Department
Attachment 2
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12233 Tecumseh Road (St. Anne Church)
Property Location in Relation to CIP Study Area

TECUMSEH ROAD
LESPERANCE ROAD
ST. ANNE BOULEVARD
N
0 5 10 20
Metres
Prepared By:
Tecumseh Planning and
Building Services Department
Legend:
Subject Property
Attachment 2A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12233 Tecumseh Road (St. Anne Church)
Property Location, Detail View



North Facade Elevation



Church Spire Detail
Eastern Facade

Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12233 Tecumseh Road (St. Anne Church)
Architectural Rendering Details

Attachment 4

Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12233 Tecumseh Road (St. Anne Church)
CIP Incentives Financial Summary Charts

CIP Incentives Summary - Year-to-Date June 20, 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		$ -	$ -
3. Development Charges Grant Program	$ 200,000	$ 78,120	$ -	$ -
4. Building Façade Improvement Grant Program (BFIP)	$ 45,000	$ 15,000	$ 15,000	$ -
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	**$ 93,120**	**$ 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		**$ 120,618**		
Remaining Available less Projects Proposed			**$ 105,618**	

CIP Approved Projects and Funding Since Inception

Project Code / Year	Project Name	Approved Funding by Grant Program 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
CIP-03/17	Lesperance Plaza Inc				$ 15,000					$ 15,000
CIP-04/17	St. Anne Church									$ -
	Total	**$ 1,475**	**$ 2,000**	**$ 238,907**	**$ 15,000**	**$ -**	**$ -**	**$ 2,000**	**$ -**	**$ 259,382**

THE CORPORATION OF THE
TOWN OF TECUMSEH

Planning and Building Services
Report No. 22/17

TO: Mayor and Members of Council

FROM: Brian Hillman, MCIP, RPP
Director, Planning and Building Services

DATE OF REPORT: June 20, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1125 Lesperance Road (Carrots N' Dates Restaurant)
Sidewalk Cafe Grant Program
OUR FILE: D18 CIPFIP - CIP-05/17

RECOMMENDATIONS

It is recommended that:

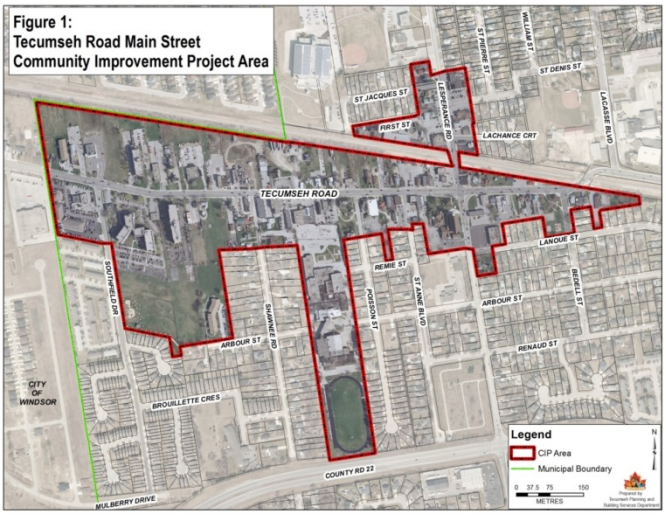
1. The Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 1125 Lesperance Road (Roll No. 374406000002300), be approved and deemed eligible for the following Financial Incentive(s) in accordance with Section 11.3 (5):

    i) Sidewalk Cafe Grant Program for a total amount of $2,000.00 toward the costs associated with the construction and installation of an outdoor patio associated with the Carrots N' Dates restaurant.

    all of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and Planning and Building Services Report 22/17.

BACKGROUND

On January 12, 2016, Council adopted the Tecumseh Road Main Street Community Improvement Plan (CIP) in accordance with Section 28(2) of the Planning Act. The CIP applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land.



The CIP establishes a community developed vision

and provides a means for planning and promoting 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 June 20, 2017, Town Administration held a pre-consultation meeting with the owner and a tenant 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 plaza containing four units and associated parking lot and loading areas. The site has been occupied by a variety of commercial/retail uses over the past several decades. The building is currently undergoing extensive renovations and various new tenants will be occupying units within the building. It should be noted that the subject property received approval for funding in the amount of $15,000 under the *Building Façade Improvement Grant* in May of 2017 by way of Planning and Building Services Report 17/17. One of the commercial uses that will be occupying the building is a restaurant (Carrots N' Dates). Interior renovations to the commercial unit to facilitate the restaurant are ongoing and an August 2017 grand-opening is anticipated.

COMMENTS

As part of the renovations, the owner of Carrots N' Dates is proposing to construct an outdoor patio area for patrons (see Attachments 3 and 3A). The Owner and tenant met with Administration to determine if these improvements would qualify for financial incentives under the CIP. Administration concluded that the proposed patio meets the design guidelines of the CIP and the criteria of the *Sidewalk Cafe Grant Program*.

Proposed Grant Details

Based on the foregoing, the tenant (with authorization of the property owner) has submitted a Financial Incentive Program Grant Application seeking financial incentives under the *Sidewalk Cafe Grant Program* in the amount of $2,000.

The requested amount of $2,000 for the *Sidewalk Cafe 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 construction/installation of an outdoor café/patio (up to the noted maximum of $2,000).

As required by the CIP, the owner has provided two reliable cost estimates for the proposed outdoor café/patio works, as identified below:

1. Gray Development Group - $6,270 + HST
2. Lesperance Plaza Inc. - $6,827 + HST

The *Sidewalk Cafe Grant Program* application has been reviewed/evaluated by Town Administration against the requirements of the CIP. It should be noted that approximately 3 feet of the 15-foot wide patio will still be within the subject property, leaving approximately 12 feet of patio that will be located within the Town's right-of-way. Of the approximately 30 foot wide sidewalk, approximately 18 feet of sidewalk will remain between the outdoor patio and the edge of curb, which is deemed more than adequate for the safe and comfortable passage of pedestrians. 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.

Additional Approvals

In order to facilitate the installation of the noted outdoor café/patio, the property owner will be required to enter into an Encroachment Agreement with the Town. The majority of the proposed outdoor café/patio will be located within the Lesperance Road right-of-way. Town Administration has reviewed this proposal and has no concerns with it or the required Encroachment Agreement. Details regarding the Encroachment Agreement and the approval process associated with it will be brought forward by way of a separate report at the July 11, 2017 Council meeting. The CIP funding commitment process is being undertaken in advance of the finalization of the Encroachment Agreement in order for the applicant to be able to commence the ordering/construction process for the patio; however, not including any construction on the sidewalk until the noted agreement is fully executed. The property owner and applicant (tenant) are aware of this requirement and are agreeable to it. Town Solicitor, Edwin Hooker, is currently preparing the Encroachment Agreement, which will be brought forward for Council's consideration for approval at the July 11, 2017 Council meeting.

Next Steps for the CIP Grant Application

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
Fire Prevention Officer
Manager Building Services/Chief Building Official

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 three other CIP grant fund applications that were approved in 2017, thus the current available funding total is $105,618.

Upon approval of the recommendations of this report, remaining available program funds for 2017 will be $103,618 as referenced in the table in Attachment 4.

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:

Chad Jeffery, MA, MCIP, RPP
Manager Planning

Prepared by:

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

Reviewed by:

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

Reviewed by:

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\Carrots N' Dates, 1125 Lesperance Road\Planning Report 22-17 CIP Grant Program, Carrots N Dates Restaurant, 1125 Lesperance Road.docx)

Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1125 Lesperance Road (Carrots N Dates restaurant)
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 Progam (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

TECUMSEH RD.
LESPERANCE RD.
COUNTY ROAD 22
N
0 62.5 125 250
Metres
Legend:
CIP Area
Subject Property
Municipal Boundary
Prepared By:
Tecumseh Planning and
Building Services Department
Attachment 2
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road (Carrots N Dates restaurant.)
Property Location in Relation to CIP Study Area

FIRST STREET
Proposed Patio
LESPERANCE ROAD
VIA RAIL
N
0
5
10
20
Metres
Prepared By:
Tecumseh Planning and Building Services Department
Legend:
Subject Property
Attachment 2A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road (Carrots N Dates restaurant)
Property Location, Detail View

View of patio looking west from Lesperance Road

Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road (Carrots N Dates restaurant)
Architectural Rendering Detail 1

View of patio looking west from Lesperance Road

Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1125 Lesperance Road (Carrots N Dates restaurant)
Architectural Rendering Detail 2

Attachment 4

Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1125 Lesperance Road (Carrots N Dates restaurant)
CIP Incentives Financial Summary Charts

CIP Incentives Summary - Year-to-Date June 20, 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		$ -	$ -
3. Development Charges Grant Program	$ 200,000	$ 78,120	$ -	$ -
4. Building Façade Improvement Grant Program (BFIP)	$ 45,000	$ 15,000	$ 15,000	$ -
5. Residential Grant Program (RGP)	$ 100,000	$ -	$ -	$ -
6. Parking Area Improvement Program (PAIP)	$ 30,000	$ -	$ -	$ -
7. Sidewalk Café Grant Program	$ 12,000	$ -	$ 2,000	$ -
8. Mural/Public Art Program	$ 5,000	$ -	$ -	$ -
	$ 417,000	**$ 93,120**	**$ 17,000**	**$ -**
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		**$ 120,618**		
Remaining Available less Projects Proposed			**$ 103,618**	

CIP Approved Projects and Funding Since Inception

Project Code / Year	Project Name	Approved Funding by Grant Program 1	2	3	4	5	6	7	8	Total	PB Report #
CIP-01/16	Buckingham Realty	$ 1,475								$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							$ 2,000		$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		$ 2,000	$ 80,784						$ 82,784	13-16
CIP-04/16	Valente Development Corp.			$ 80,003						$ 80,003	20-16
CIP-02/17	Valente Development Corp.			$ 78,120						$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				$ 15,000					$ 15,000	17-17
CIP-04/17	St. Anne Church									$ -	21-17
CIP-05/17	Carrots N Dates										22-17
	Total	**$ 1,475**	**$ 2,000**	**$ 238,907**	**$ 15,000**	**$ -**	**$ -**	**$ 2,000**	**$ -**	**$ 259,382**	

THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 27/17

TO:	Mayor and Members of Council
FROM:	Sam Paglia, P.Eng., Drainage Superintendent
DATE OF REPORT:	May 10, 2017
DATE TO COUNCIL:	June 27, 2017
SUBJECT:	Request for Repair & Improvement to a Municipal Drain Appointment of Drainage Engineer – Dawson Drain

RECOMMENDATIONS

It is recommended that:

1. Gerard Rood, P.Eng., of Rood Engineering Inc. be appointed Drainage Engineer to:
   (i) make examination of the drainage area as submitted by the Manager Engineering Services for the Town of Tecumseh in the "Notice of Request for Drain Improvement" dated May 11, 2017; and
   (ii) to prepare a Drainage Report for the Dawson Drain in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance of the Drain.

BACKGROUND

The Town of Tecumseh (Town) received a request for Repair and Maintenance from CON STR S PT LOT 294 with Roll No. 460000002000000 owned by Frank Lafferty on March 1, 2016 respecting the lack of drainage on the Dawson Drain (Drain). The request is appended as Attachment No. 1 of this report.

The Town's Drainage Superintendent held a meeting with affected property owners on March 14, 2016 and indicated that the request for maintenance was received and inquired if any other landowners had issues with drainage. Mr. Charles McLean indicated that his farm was flooding on the southeast portion closest to the Drain and requested that the Town clean the Drain.

The Town surveyed the Drain and conducted a site inspection of the culverts installed along the Drain and found that:

- There are several culverts along the length of the Drain that were not identified in the current By-Law, By-Law 1402, dated 1962.
- The drain survey determined that the Drain has moderate sediment build-up.
- The cross section of the drain is no longer in alignment with the By-Law.

Several complaints were received subsequent to the onsite meeting. The Drainage Superintendent met several times with affected landowners to discuss and rectify a conveyance issue. On May 17, 2017, the Town removed an illegal culvert (a farm access) that was believed to be obstructing proper drainage. This culvert crossing provided access to Mr. McLean's agricultural lands.

Mr. McLean contacted OMAFRA with respect to the Town's power to compel repairs under Section 79 of the Act and regarding the removal of a perceived blockage. OMAFRA stated that the Town's actions (removing the unauthorized culvert) were permitted in accordance with the Act.

The current By-Law, By-Law 1402, prepared in 1962, is no longer valid for maintenance assessments: there have been a number of landowner changes; there are a number of culverts installed outside of the *Drainage Act* process; and the drain alignment is inconsistent with the original engineering design.

The Town's Public Works department had also expressed concern regarding the inefficient roadside drainage along South Talbot Road west of Malden Road. The Town's Manager of Engineering Services submitted a "Notice of Request for Drain Improvement" (Request) dated May 11, 2017 to initiate an examination of the Drain and drainage area in accordance with Section 78 of the *Drainage Act* (Act).

The Request is appended as Attachment No. 2 of this report and a map of the affected area is appended as Attachment No. 3 of this report.

COMMENTS

Section 78(1) of the Act states that where, for the better use, maintenance or repair of any drainage works constructed under a by-law passed under this Act or any predecessor of this Act or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof may, on the report of an Engineer appointed by it, undertake and complete the drainage works as set forth in such Drainage Report.

All proceedings, including appeals, under Section 78 shall be the same as on a report for the construction of a drainage works (Section 78(4)).

Legislation
Section 78 of the *Drainage Act* requires Council by by-law or resolution to appoint an Engineer to make an examination of the area requiring drainage as described in the Request and to prepare a Drainage Report. The report shall include:

a) plans, profiles and specifications of the drainage works, including a description of the area requiring drainage;
b) an estimate of the total cost thereof;
c) an assessment of the amount or proportion of the cost of the works to be assessed against every parcel of land and road for benefit, outlet liability and injuring liability;
d) allowances, if any, to be paid to the owners of land affected by the drainage works; and
e) such other matters as are provided for under the *Act.*

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

Section 78(1.1) *the projects referred to in subsections (1) are:*

1. *Changing the course of the drainage works.*

2. *Making a new outlet for the whole or any part of the drainage works.*
3. *Construction a tile drain under the bed of the whole or any part of the drainage works.*
4. *Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.*
5. *Otherwise improving, extending to an outlet or altering the drainage works.*
6. *Covering all or part of the drainage works.*
7. *Consolidating two or more drainage works.*

Section 78(1) of the Act states that where, for the better use, maintenance or repair of any drainage works constructed under a by-law passed under this Act or any predecessor of this Act or to otherwise improve, extend to an outlet or alter the drainage works or to cover the whole or any part of it, the Council of any municipality whose duty it is to maintain and repair the drainage works or any part thereof may, on the report of an Engineer appointed by it, undertake and complete the drainage works as set forth in such Drainage Report.

All proceedings, including appeals, under Section 78 shall be the same as on a report for the construction of a drainage works (Section 78(4)).

Notice to conservation authority

(2) An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected. R.S.O. 1990, c. D.17, s. 78 (2); 2010, c. 16, Sched. 1, s. 2 (28).

Powers and duties of engineer

(3) The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act. R.S.O. 1990, c. D.17, s. 78 (3).

Proceedings

(4) All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works. R.S.O. 1990, c. D.17, s. 78 (4).

Power to compel repairs

79. (1) Upon forty-five days notice served by any person affected by the condition of a drainage works, upon the head or clerk of the local municipality whose duty it is to maintain and repair the drainage works, the municipality is compellable by an order of the referee to exercise the powers and to perform the duties conferred or imposed upon it by this Act as to maintenance and repair or such of the powers and duties as to the referee appears proper, and the municipality is liable in damages to the owner whose property is so injuriously affected. R.S.O. 1990, c. D.17, s. 79 (1); 2010, c. 16, Sched. 1, s. 2 (29).

Municipality liable for damages caused by non-repair

(2) Despite subsection (1), the local municipality whose duty it is to maintain and repair drainage works shall not become liable in damages to any person affected by reason of the non-repair of the drainage works until after service by or on behalf of such person of the notice referred to in subsection (1) upon the head or clerk of the municipality, describing with reasonable certainty the alleged lack of maintenance and repair of the drainage works. R.S.O. 1990, c. D.17, s. 79 (2

Required approvals
On May 10, 2017, the Town sent Notification to the Essex Region Conservation Authority (ERCA) that it had received a notification letter for the repair and improvement of the Drain. As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30 day notification to the Conservation Authority who has regulation of the area. This administrative report is in line with those provisions and the 30 day period expired on June 10, 2017.

The proposed drainage works will need to be self-assessed by the Town of Tecumseh through the Department of Fisheries and Oceans (DFO). In order to obtain a federal Authorization, it may be necessary to provide habitat compensation for loss habitat for the proposed works. The resulting habitat impacts must be replaced with equivalent habitat features.

The Dawson Drain may contain significant species (aquatic species at risk as well as plants, animals, habitat, etc.) that are protected under the provincial *Endangered Species Act*. All inquiries regarding the provincial *Endangered Species Act* are made with the Ministry of Natural Resources and Forestry (MNRF).

Appointment of Engineer
Gerard Rood of Rood Engineering Inc. specializes in drainage engineering and has extensive knowledge of Tecumseh's drainage area. Recent drainage projects such as Moynahan Drain, Sullivan Creek, Eleventh Concession Drain, to name a few, have been thorough, professional and completed in a timely manner. Staff at Rood Engineering is highly experienced and competent when addressing Council and landowners on matters pertaining to drainage.

For the benefit and conveyance of the water received by all affected lands within the watershed and adjacent to the Drain who depend on the Drain as their outlet for the water that they receive, it is therefore recommended that:

1. Gerard Rood, P.Eng., of Rood Engineering Inc. be appointed Drainage Engineer to:
    (i) make examination of the drainage area as submitted by the Manager Engineering Services for the Town of Tecumseh in the "Notice of Request for Drain Improvement" dated May 11, 2017; and
    (ii) to prepare a Drainage Report for the Dawson Drain in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance of the Drain.

CONSULTATIONS

Rood Engineering Inc.
Director Financial Services & Treasurer
Director Staff Services & Clerk

FINANCIAL IMPLICATIONS

The Engineer's Report shall assess for benefit, outlet liability and injuring liability. A schedule of assessment is to be contained in the report which details in separate columns, the sums assessed for each parcel of land and the road authority's liability. The Town of Tecumseh will be responsible for the amount assessed for benefit of its road(s).

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:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Reviewed by:

Sam Paglia, P.Eng.
Drainage Superintendent

Reviewed by:

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

Reviewed by:

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

Reviewed by:

Laura Moy, Dipl. M.M, CMMIII HR Professional
Director Staff Services & Clerk

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments:

1. Notice of Request for Drain Repair/Maintenance, dated March 1, 2016 – Lafferty
2. Notice of Request for Drain Improvement, dated May 11, 2017
3. Location Map, Dawson Drain

CC

Attachment No. 1
Notice of Request for Drain Repair/Maintenance
Dawson Drain

EO9DA(20)

Notice of Request for Drain Maintenance and/or Repair

Drainage Act, R.S.O. 1990, c. D.17, subs. 79(1)

To: The Clerk of the Corporation of the Town of Tecumseh

Re: Dawson & Outlet Drain

(Name of Drain)

In accordance with section 74 and 79(1) of the *Drainage Act*, take notice that I, as a person affected by the above mentioned drain, request that it be maintained and repaired.

Provide a brief description of how you are affected by the condition of this drain:

Landowner requests drain cleaning to convey water received on owned lands herein.

FILE COPY

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description	
CON STR S PT LOT 294	
Ward or Geographic Township	Parcel Roll Number
4	460000002000000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request drain maintenance and/or repair.

Sole Ownership

Individual or Sole Ownership

Name (Last Name, First Name)	Signature	Date (yyyy/mm/dd)
Lafferty John Francis		2016/03/01

Enter the mailing address and primary contact information:

Last Name	First Name	Middle Initial
Lafferty	John Francis (Frank)	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box
	5369	RR 3	

City/Town	Province	Postal Code
Maidstone	Ontario	N0R 1K0

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
519 977-3335		

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To be completed by recipient municipality:

Notice filed this 7 day of March 20 16

Name of Clerk (Last Name, First Name)	Signature of Clerk
Dafoe, Tatiana	T. Dafoe

Ontario

0202E (2013/02)

Page 2 of 2

Attachment No. 2

Notice of Request for Drain Improvement
Dawson Drain

Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990,c. D.17, subs. 78(1)

To: The Council of the Corporation of the Town of Tecumseh

Re: Dawson and Outlet Drain
(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ **Changing the course of the drainage works;**
- ☐ **Making a new outlet for the whole or any part of the drainage works;**
- ☑ **Constructing a tile drain under the bed of the whole or any part of the drainage works;**
- ☑ **Constructing, reconstructing or extending bridges or culverts;**
- ☐ **Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;**
- ☑ **Otherwise improving, extending to an outlet or altering the drainage works;**
- ☐ **Covering all or part of the drainage works; and/or**
- ☐ **Consolidating two or more drainage works.**

Provide a more specific description of the proposed drain improvement you are requesting:

Road Authority requires drainage due to sediment build up of drain. Current By-Law is not useful to perform maintenance under Section 74.

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description
Dawson and Outlet Drain - North side of South Talbot Road westof Malden Road.

Ward or Geographic Township	Parcel Roll Number
Ward 4	Town Road

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

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Corporation

Corporate Ownership

Name of Signing Officer (Last Name, First Name) (Type/Print)	
Phil Bartnik	
Name of Corporation Town of Tecumseh	**Position Title** Manager Engineering Services
Signature I have the authority to bind the Corporation.	**Date (yyyy/mm/dd)** 2017/05/10

Enter the mailing address and primary contact information of property owner below:

Last Name	First Name	Middle Initial
Paglia	Sam	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box
	917	Lesperance Road	

City/Town	Province	Postal Code
Tecumseh	Ontario	N8N 1W9

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
519 735-2184	519 818-0101	spaglia@tecumseh.ca

To be completed by recipient municipality:

Notice filed this 11 day of May 20 17

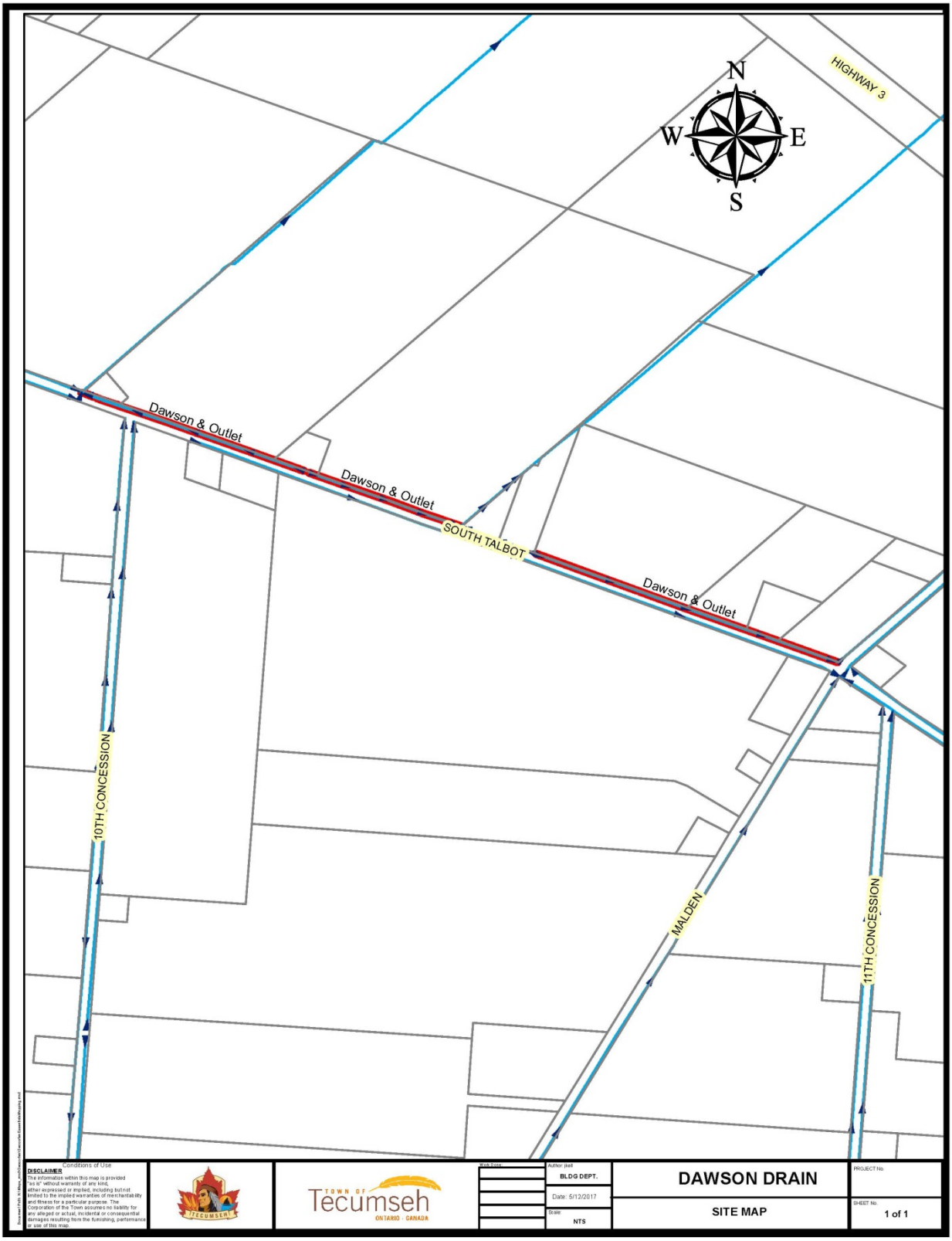
Name of Clerk (Last Name, First Name)	Signature of Clerk
Moy, Laura	

Ontario

0203E (2013/02)

Page 2 of 2

Attachment No. 3
Location Map - Dawson Drain



THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 28/17

TO: Mayor and Members of Council

FROM: Kirby McArdle, Manager Roads & Fleet

DATE OF REPORT: May 15, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Parking Restrictions on Pentilly Road

RECOMMENDATIONS

It is recommended that:

1. Public Works & Environmental Services Report No. 28/17 respecting Parking Restrictions on Pentilly Road be received; and that

2. Schedule "F" (Boulevard Parking) of By-law No. 2001-36, as amended, being a by-law to regulate traffic and parking on highways and private roadways under the jurisdiction of the Municipality, be amended to prohibit parking on the east side of Pentilly Road from Riverside Drive to Beach Grove Drive; and further that

3. 'No Parking' signs be installed to convey the parking restrictions on the east side of Pentilly Road from Riverside Drive to Beach Grove Drive; and furthermore that

4. The cost to purchase and install the 'No Parking' signage be funded from the Public Works Operating Budget; and furthermore that

5. The parking on the west side of Pentilly Road along with any traffic or parking-related issues including potential damages to the structural grassed shoulders on the west side of Pentilly Road, be monitored.

BACKGROUND

Resident concerns have been expressed to the Ward 2 Councillor respecting the impact on the asphalt pathway as a result of vehicular parking on the east side of Pentilly Road and potential hazards to pedestrians that the parking creates. In response to these concerns, Council, at their regular meeting held April 25, 2017, requested Administration investigate implementing parking restrictions on the east side of Pentilly Road.

COMMENTS

In 2006, as an alternative to a conventional urban design standard for the reconstruction of Pentilly Road, the Town, through public consultation, implemented an innovative 'green roads' approach to

roadway design that better served to retain the character and function of this local roadway. Sustainable road designs, or 'green roads', incorporate features that calm traffic, manage stormwater runoff and minimize impacts to the abutting neighbourhood features.

Common 'green road' design includes structural grass to provide a 'soft' edge to the roadway, while still providing the ability to support short-term vehicle loading [temporary parking, passing, etc…]. This also provides extra passing room for larger vehicles, including emergency and municipal service vehicles, if required.

Notwithstanding the 'green road' design, parking on the **east** side of Pentilly Road is presenting a number of issues.

- **Pedestrian Safety:** Parked vehicles are encroaching on the paved pathway and are posing a potential hazard to pedestrian traffic.
- **Line of Sight**: Parked vehicles are hindering line of sight to on-coming traffic from driveways.
- **Boulevard and Sidewalk Maintenance:** Parked vehicles are damaging the boulevard [i.e.: ruts, damaged grass, etc…] and causing the potential for premature failure of pathway infrastructure.

The majority of the residences on Pentilly Road have sufficient parking space to accommodate at least four vehicles [two vehicles in the garage and a minimum of two vehicles parked in the driveway]. Many residences can accommodate six vehicles. On-street parking is also currently permitted on the west side of Pentilly Road and may be used to accommodate overflow parking for parties, etc.

"No Parking" zones on designated Town streets provide for ease of emergency vehicle access, safe passage of pedestrians, cyclists and transit, increased visibility of pedestrians, safe traffic operation of cars, visibility of traffic control devices and sufficient road width for vehicle passage and road maintenance.

Allowing parking on one side of the street is standard practice on most local streets in Tecumseh where sufficient pavement width exists. The side of the street on which parking is to be permitted is usually determined using factors such as safety, maintenance issues and opportunities to use existing street poles to mount parking signage.

By-law No. 2001-36, as amended, regulates traffic and parking on highways and private roadways under the jurisdiction of the Town (By-law). Schedule "F" of the By-law describes where Boulevard Parking is restricted. Schedule "F" currently permits parking on both sides of Pentilly Road from Riverside Drive to Beach Grove Drive.

In consideration of the above-noted concerns, it is recommended that Schedule "F" be amended to prohibit parking on the **east side** of Pentilly Road from Riverside Drive to Beach Grove Drive.

As mentioned previously, on-street parking is also currently permitted on the west side of Pentilly Road. The pavement width along Pentilly is quite narrow and despite the utilization of structural grass to provide support for short-term vehicle loading [i.e. temporary parking, passing, etc…] there is very little room to accommodate parking on the west side of the road. However, Administration is not recommending the prohibition of parking on the west side of Pentilly Road at this time but does recommend that the parking on the west side of the street be monitored along with any traffic or parking-related issues including potential damages to the structural grassed shoulders on the west side of Pentilly Road.

It is further recommended that 'No Parking' signs be installed on the existing streetlight poles to convey the parking restrictions on the east side of Pentilly Road from Riverside Drive to Beach Grove Drive.

Notice of Council's consideration of this matter has been provided to affected residents in advance of the June 27, 2017 regular meeting of Council.

CONSULTATIONS

Director Financial Services & Treasurer
Director Corporate Services & Clerk

FINANCIAL IMPLICATIONS

The cost to purchase and install the 'No Parking' signage is funded from the roads operating budget.

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:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Reviewed by:

Kirby McArdle, P.Eng.
Manager, Roads & Fleet

Reviewed by:

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

Reviewed by:

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

Reviewed by:

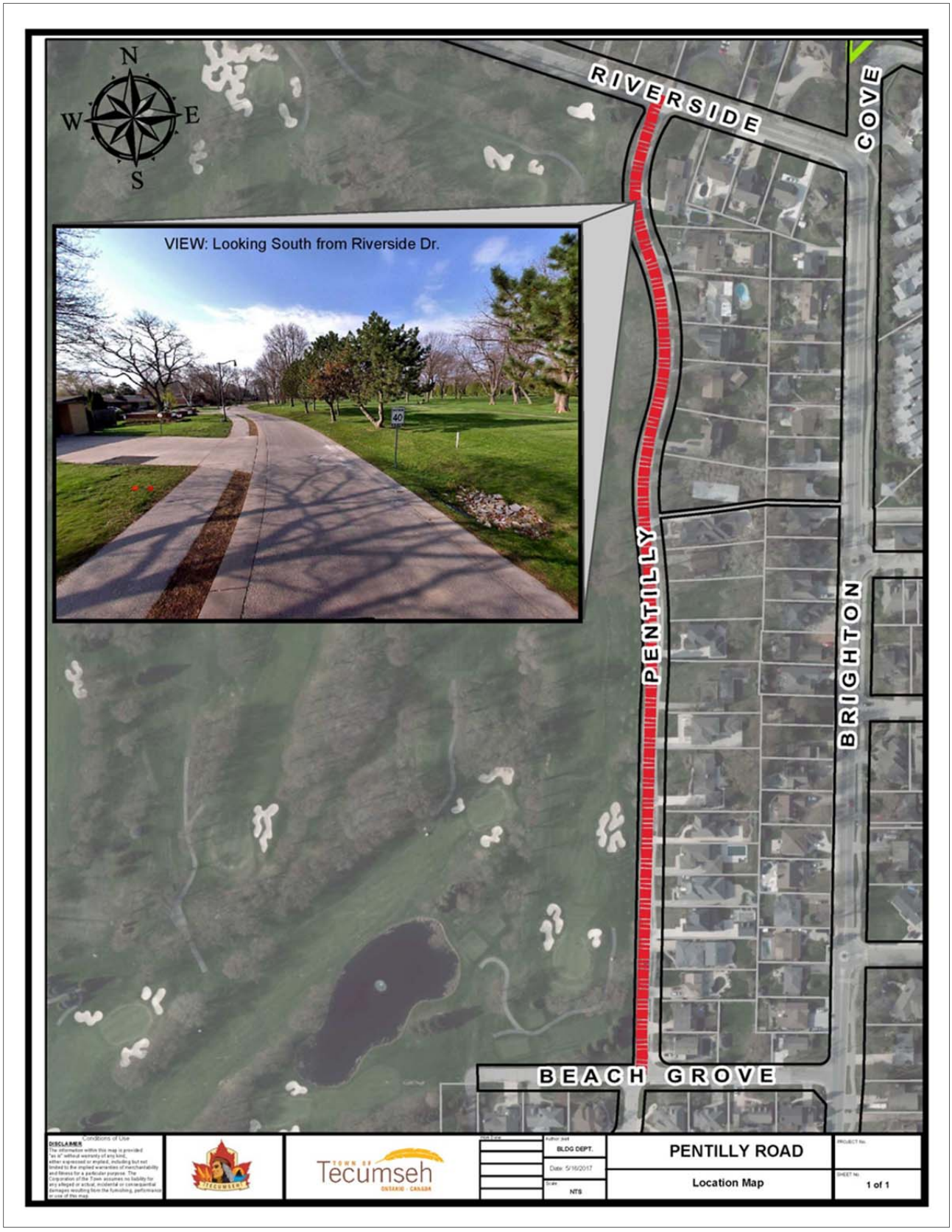
Luc Gagnon, CPA, CA, BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment:
1. Location Map – Pentilly Road

ATTACHMENT No. 1
LOCATION MAP
PENTILLY ROAD



THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 29/17

TO: Mayor and Members of Council

FROM: Phil Bartnik, Manager Engineering Services

DATE OF REPORT: May 23, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Amendment to the 2017-2021 PWES Capital Works Plan
Various Watermain Improvement Projects

RECOMMENDATIONS

It is recommended:

1. The report titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" be received; and that

2. Funding allocations from the Watermain Reserve Fund for the Various Watermain Improvement Projects be adjusted as follows:

		Previously Approved	Present Request	Future Costs	Total Costs
Various Watermain Improvement Projects					
1.	Mack Court Watermain Replacement	$ 70,000	**$ -**	$ 160,400	$ 230,400
2.	Lacasse Park Watermain Replacement	$ 110,000	**$ -**	$ 217,700	$ 327,700
3.	Tecumseh Road Watermain Abandonment	$ 72,000	**$ -**	$ 135,300	$ 207,300
4.	Alden Crescent Watermain Replacement	$ -	**$ 15,000**	$ 139,800	$ 154,800
5.	Hwy #3 / Roscon Industrial Drive Interconnection	$ -	**$ 15,000**	$ 142,000	$ 157,000
	Watermain Reserve Fund:	$ 252,000	**$ 30,000**	$ 795,200	$ 1,077,200

; and further that

3. Administration incorporates the construction of the Various Watermain Improvement Projects into the annual PWES Capital Works Plan.

BACKGROUND

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2017 capital works projects including the Mack Court Watermain Replacement, the Lacasse Park Watermain Replacement, and the Tecumseh Road Watermain Abandonment.

The Capital Works Plan had also identified the Alden Crescent watermain replacement as part of the 2018 projects.

COMMENTS

Originally it was thought that these various watermain improvement projects could be designed and constructed 'in-house' with Town Staff. Upon a closer look at various site constraints, it was determined that some aspects of the works required to be directional drilled to limit the area of disruption, maintain vehicular traffic, and reduce the project costs. This would entail preparing tender documents for the various projects, for which the Town does not have the available resources to complete 'in-house'.

Administration is now recommending consolidating all of the smaller 2017 and 2018 watermain improvement projects (as listed below) into a single tender package, whereby the engineering will be completed in the latter half of 2017, with construction to follow in 2018. The tender would be advertised in January/February 2018 in order to obtain competitive pricing from contractors.

Administration is also recommending that Stantec Consulting Limited be retained to complete the design for the various watermain improvement projects, based on their experience with other Town projects and water standards, and their experience with numerous watermain replacement projects locally within Essex County.

A description of each project is provided below, as well as a location map attached to this report:

Mack Court Watermain Replacement

Mack Court is currently serviced by an old 100mm diameter cast iron watermain. Over time buildup may occur within cast iron pipes, making it difficult to maintain chloride residuals as mandated by the Ministry of the Environment (MOE). The Water Division recommended replacement of this watermain, due to the possibility of poor water quality and lack of water flow based on its current size and material type, as well as concerns surrounding adequate fire protection.

The recommended works would see replacement of the old 100mm diameter cast iron watermain with a new 150mm diameter PVC watermain, along with a fire hydrant for additional fire protection. This project was originally planned for 2017.

Lacasse Park Watermain Replacement

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

The recommended works would see replacement of the old 150mm diameter ductile iron watermain with a new 150mm diameter PVC watermain. This project was originally planned for 2017.

Tecumseh Road Watermain Abandonment

In 1980 as part of the Village Estates Phase 2 Development, a 250mm diameter PVC watermain was installed on the south side of Tecumseh Road from Arlington Boulevard to approximately 530m westerly. At that time the existing 150mm diameter cast iron watermain (originally installed in 1955) located on the north side of Tecumseh Road remained in service. In recent years the 150mm diameter cast iron watermain has been failing due to the age and material type.

The recommended works would see the transfer of all water services and hydrant connections over to the 250mm diameter PVC watermain, and the abandonment of the 150mm diameter cast iron watermain. This project was originally planned for 2017.

Alden Crescent Watermain Replacement

Alden Crescent is currently serviced by an old 100mm diameter cast iron watermain. Over time buildup may occur within cast iron pipes, making it difficult to maintain chloride residuals as mandated by the MOE. The Water Division recommended replacement of this watermain, due to the possibility of poor water quality and lack of water flow based on its current size and material type, as well as concerns surrounding adequate fire protection.

The recommended works would see replacement of the old 100mm diameter cast iron watermain with a new 150mm diameter PVC watermain, along with a fire hydrant for additional fire protection. This project was originally planned for 2018.

Highway No.3 / Roscon Industrial Drive Watermain Interconnection

In 2000 as part of the Rosati Blackacre Industrial Park development, a 200mm diameter PVC watermain was installed on Roscon Industrial Drive. With Roscon Industrial Drive being a cul-de-sac, the watermain was interconnected with a 50mm diameter polyethylene pipe to the existing 200mm diameter PVC watermain along Highway No.3 through an easement. The Water Division is now recommending that the interconnection be replaced with a larger diameter pipe to improve pressure and quality of the water within the area.

The recommended works would see the replacement of the existing 50mm diameter polyethylene pipe with a new 150mm diameter PVC watermain. This project has just recently been identified by the Water Division, and was not previously identified within the PWES Capital Works Plan.

CONSULTATIONS

Stantec Consulting Limited
Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Various Watermain Improvement Projects - Cost Estimates					
	Construction	**Engineering**	**Contingency**	**Total Costs**
1. Mack Court Watermain Replacement	$ 182,000	$ 39,300	$ 9,100	$ 230,400
2. Lacasse Park Watermain Replacement	$ 262,000	$ 52,600	$ 13,100	$ 327,700
3. Tecumseh Road Watermain Abandonment	$ 160,000	$ 39,300	$ 8,000	$ 207,300
4. Alden Crescent Watermain Replacement	$ 120,000	$ 28,800	$ 6,000	$ 154,800
5. Hwy #3 / Roscon Industrial Drive Interconnection	$ 121,000	$ 29,950	$ 6,050	$ 157,000
Totals:	$ 845,000	$ 189,950	$ 42,250	$ 1,077,200

Various Watermain Improvement Projects - Funding Allocations				
	Previously Approved	**Present Request**	**Future Costs**	**Total Costs**
1. Mack Court Watermain Replacement	$ 70,000	**$ -**	$ 160,400	$ 230,400
2. Lacasse Park Watermain Replacement	$ 110,000	**$ -**	$ 217,700	$ 327,700
3. Tecumseh Road Watermain Abandonment	$ 72,000	**$ -**	$ 135,300	$ 207,300
4. Alden Crescent Watermain Replacement	$ -	**$ 15,000**	$ 139,800	$ 154,800
5. Hwy #3 / Roscon Industrial Drive Interconnection	$ -	**$ 15,000**	$ 142,000	$ 157,000
Watermain Reserve Fund:	$ 252,000	**$ 30,000**	$ 795,200	$ 1,077,200

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:

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

Reviewed by:

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

Reviewed by:

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

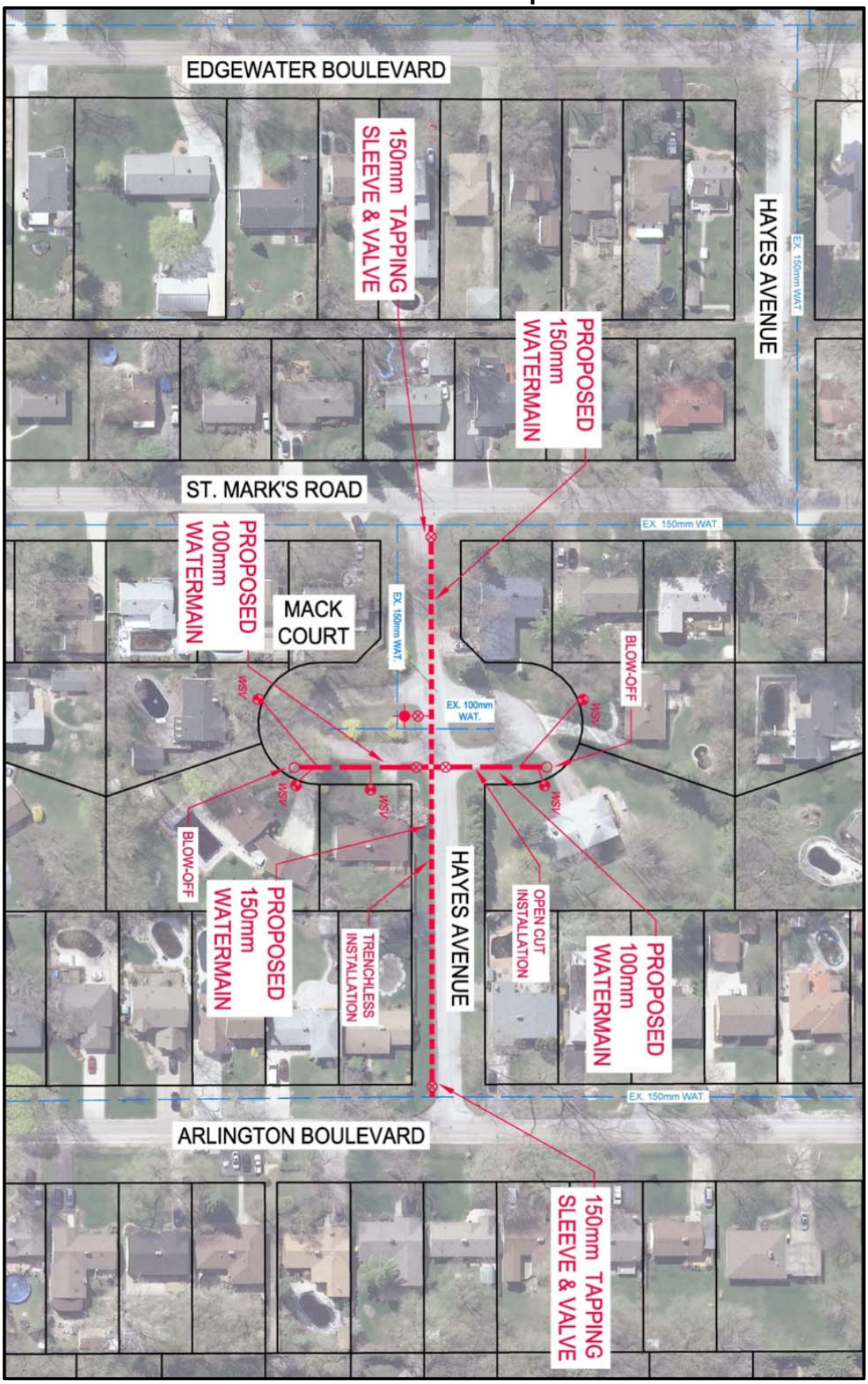
Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

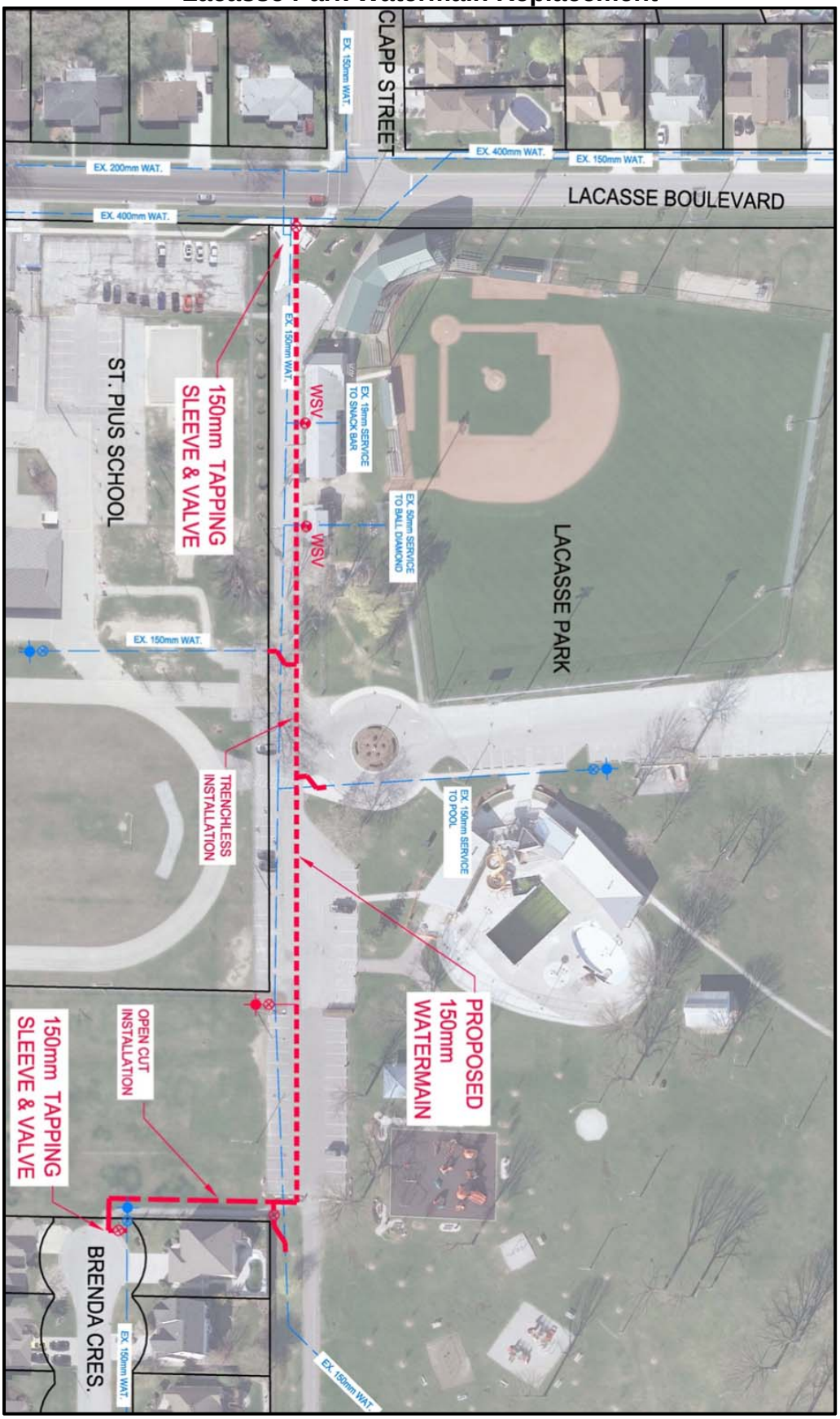
Attachment(s): 1. Project Location Maps
2. Watermain Reserve Fund (2520) Summary – May 23, 2017

PB

Mack Court Watermain Replacement

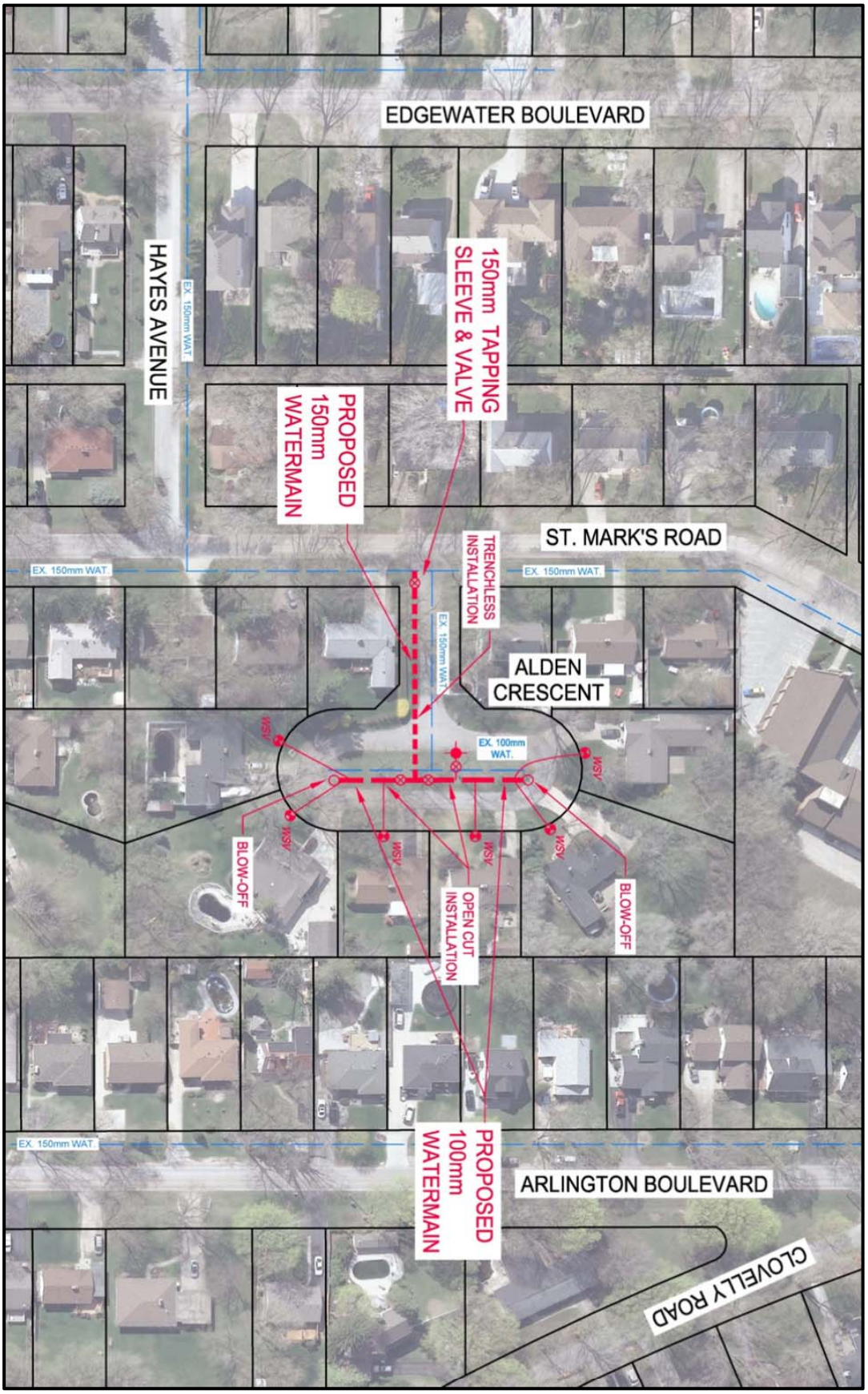


Lacasse Park Watermain Replacement

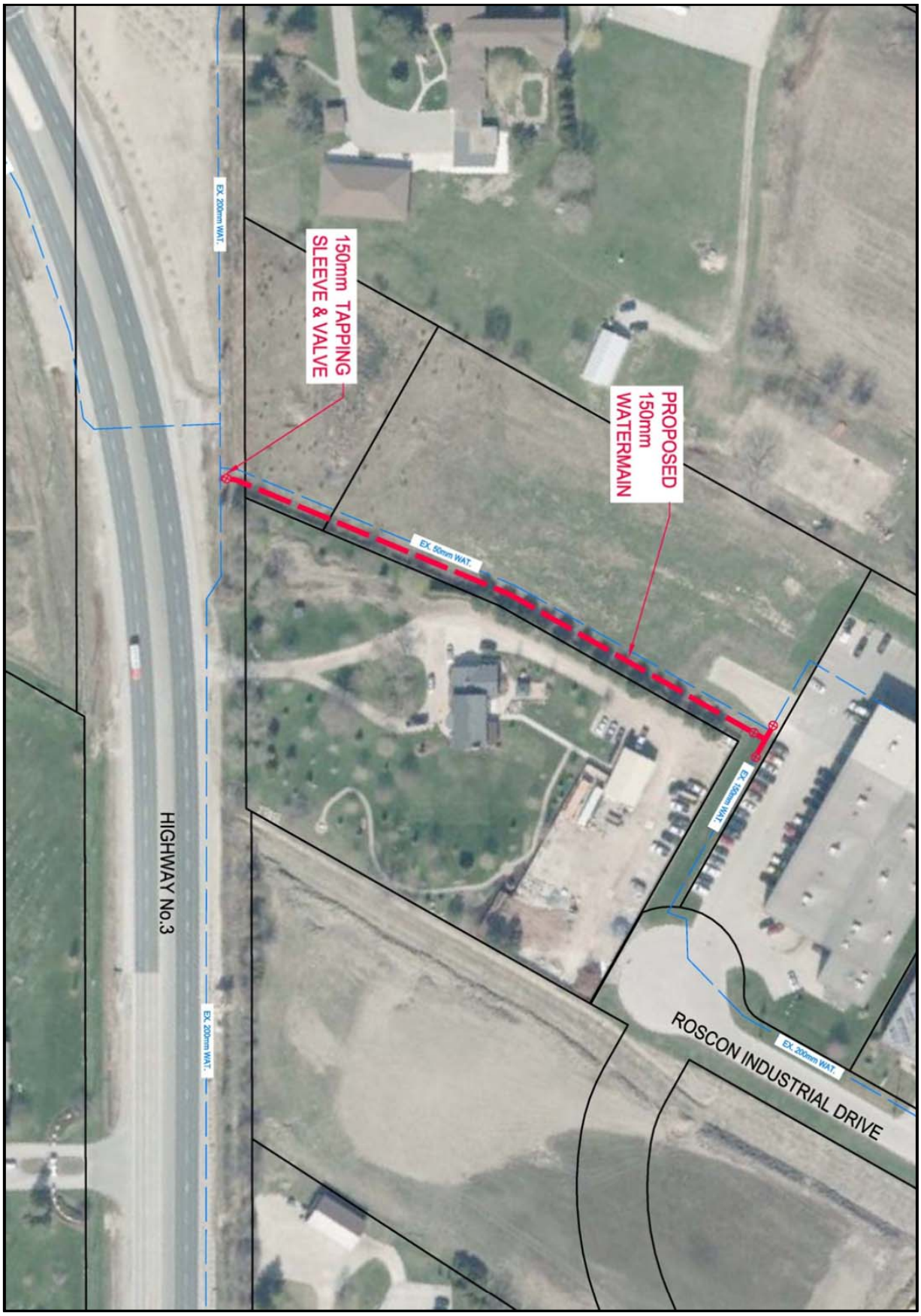


Tecumseh Road Watermain Abandonment

Alden Crescent Watermain Replacement



Highway No.3 / Roscon Industrial Drive Interconnection



Attachment No.2

Watermain Reserve Fund (2520) Funding Summary - May 23, 2017					
	2017	**2018**	**2019**	**2020**	**2021**
Reserve Balance Start of Year	$2,756,338	$2,599,918	$2,550,193	$3,653,161	$4,604,271
Estimated Allocation	$1,598,195	$1,673,875	$1,748,668	$1,933,510	$2,041,773
Estimated Interest	$54,100	$58,000	$57,000	$82,000	$104,000
Development Charges	$186,700	$30,000	$30,000	$30,000	$30,000
Transfer from Water Facilities RF	$0	$0	$0	$0	$0
Funds Available	**$4,595,333**	**$4,361,793**	**$4,385,861**	**$5,698,671**	**$6,780,044**
Committed					
Tools	$10,000	$26,500	$27,100	$27,600	$ 28,200
Meters	$45,000	$10,600	$10,800	$11,000	$ 11,300
Automated meter readers	$40,000				
IT GIS Tech % share	$23,800	$24,300	$24,800	$25,300	$25,800
Balance Committed	**$118,800**	**$61,400**	**$62,700**	**$63,900**	**$65,300**
Balance Uncommitted	**$4,476,533**	**$4,300,393**	**$4,323,161**	**$5,634,771**	**$6,714,744**
Proposed					
Mack Court Watermain replace	$70,000				
Adjust re PWES #29/17		**$160,400**			
Lacasse Park Watermain replace	$110,000				
Adjust re PWES #29/17		**$217,700**			
Tecumseh Rd Watermain abandonment	$72,000				
Adjust re PWES #29/17		**$153,300**			
Alden Crescent Watermain replace		$40,000			
Adjust re PWES #29/17	**$15,000**	**$99,800**			
Hw#3/Roscon Adjust re PWES #29/17	**$15,000**	**$142,000**			
Tec Rd CIP Phase 1	$28,000				
Tec Rd CIP Phase 2	$16,000				
Pulleyblank-Crowder-Moro (SS)	$491,600				
8th Concession Trunk Sanitary/Water	$1,093,315				
Adjust re PWES #12/17 - Tender award	**($90,300)**				
Manning Road/ETLD Drain Relocation - 2	$25,000		$430,500		
Rossi Drive	$25,000	$356,000			
County Road 11 (Walker Road)	$6,000		$88,000		
Anode Protection Program		$375,000			
Hwy # 3 Watermain Replacement		$206,000			
Westlake Drive - San, Storm, Water			$111,000		
CR # 46 Sanitary Sewer Ext (LRPCP)			$40,500	$634,500	
CR#42/CR#19 Roundabout- Water & Sanitary				$281,000	
West Tecumseh Trunk Watermain (W-1A)				$115,000	
CR#19@CR#46 Advanced Construction					$ 162,500
CR#19@CR#34 Advanced Construction					$ 52,000
Total Proposed	**$1,876,615**	**$1,750,200**	**$670,000**	**$1,030,500**	**$214,500**
Balance Available	**$2,599,918**	**$2,550,193**	**$3,653,161**	**$4,604,271**	**$6,500,244**

THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 32/17

TO: Mayor and Members of Council

FROM: Kirby McArdle, Manager Roads & Fleet

DATE OF REPORT: June 2, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: Dedicated Bike Lane Pavement Markings on Lesperance Road

RECOMMENDATIONS

It is recommended that:

1. Quotations for pavement marking painting (removal and reapplication) by Water Jetting or Grinding, along Lesperance Road from Riverside Drive to McNorton Street, to create dedicated bike lanes, be obtained; and that

2. A cost allocation of $112,000 for the pavement marking painting be approved with funding to be provided from the Roads Lifecycle Reserve.

3. Consideration be given to carrying out the pavement marking painting (removal and reapplication) on Lesperance Road from Riverside Drive to McNorton Street, to create dedicated bike lanes, in the 2018 Public Works & Environmental Services Capital Works Plan due to congestion on Lesperance Road this summer and the potential of cost savings in 2018.

BACKGROUND

A request was made by Council for Administration to investigate the feasibility of removing the two way left turn lane pavement markings and placing new pavement markings near the curb lines along Lesperance Road to create dedicated bike lanes. This was first raised as a question under New Business at Council meetings held on July 28, 2015 and again on February 16, 2016.

Administration subsequently advised Council that there was a need to carry out a traffic analysis to ensure there would be no negative impacts on the vehicular capacity of Lesperance Road and that a reduction in intersection performance would not result from this proposed change. Potential conflicts with other competing Active Transportation initiatives were raised by Council members. Administration stated that a review of the transportation network should be carried out Town wide to ensure cycling facilities are prioritized when incorporated within the Town wide transportation network. Accordingly, the CAO also advised that these matters should be addressed in a fulsome and comprehensive manner and were referred to the Transportation Master Plan (TMP) currently underway.

Administration and the Town's transportation engineers developed the remaining portion of the TMP in 2016, which included the Active Transportation component. As part of the Master Plan process, consultations with the public were held to receive input from the public on the recommendation for the principles, policies and network framework in the TMP. A Public Information Centre (PIC) provided

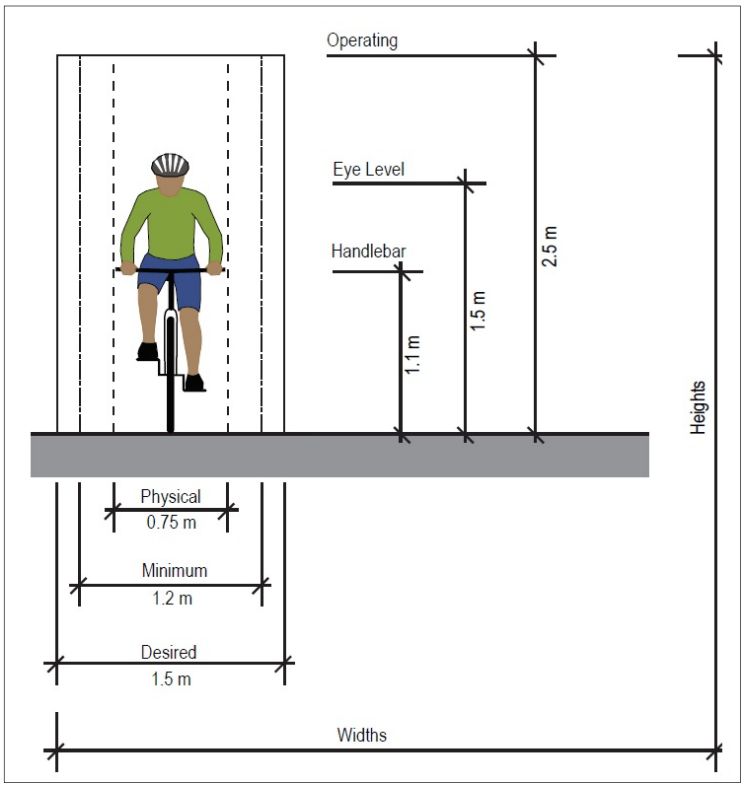
opportunity for members of the public, and all interested parties to communicate comments and concerns respecting the TMP, including Active Transportation matters and details regarding cycling facilities.

The TMP was completed in early January 2017 and a Notice of Completion for the TMP was published on January 13 and January 20, 2017 and was posted on the Town's website. Written comments were received by the Town until February 25, 2017. Administration incorporated comments received, where applicable, and the TMP was deemed complete shortly thereafter.

COMMENTS

The Town's new TMP does have regard to Active Transportation matters on a much more comprehensive manner than previous TMPs. Active Transportation, particularly cycling and walking, is now regarded as fundamental to healthier communities and sustainable lifestyles. To that end, it is important to support an active transportation system that is safe, efficient, convenient, and equitable. In particular, the Town's new TMP addresses the issue of the proposed bike lanes on Lesperance Road.

Lesperance Road, a Minor Arterial Road, is a key north-south spine in the transportation network for all modes of travel and the only continuous north-south road under the control of the Town of Tecumseh. Consideration has been given in the TMP to modify the existing cross-section of Lesperance Road to remove the existing two-way left turn lane (TWLTL) between McNorton Street and Riverside Drive to permit the creation of on-road cycling lanes, 1.5 meters in width. The travel portion of Lesperance Road would be 3.5 meters in width. Therefore, the removal of the TWLTL would not significantly affect intersection capacity or road safety.



The operating space for cyclists is an important factor in bikeway facility design. Cyclists need a certain amount of space to maintain stability. According to Book 18 of the Ontario Traffic Manual, the operating space is determined by examining typical bicycle dimensions, space requirements for manoeuvring, horizontal clearance and vertical height. Operating characteristics vary considerably from cyclist to cyclist due to differing types of bicycles, varying abilities or the surrounding environment. This latter category includes traffic volumes, vehicle mix, speed, geometric alignments and topographical conditions.

An operating width of 1.2 to 1.5 meters is sufficient to accommodate the forward movement of the majority of cyclists. This dimension is greater than the actual width occupied since it takes into account the natural side to side movement that can vary according to speed, wind and the ability of the cyclist.

Given the commitment to promote Active Transportation and balance the level of service for all transportation modes it is recommended within the TMP that the existing cross-section of Lesperance Road from Riverside Drive to McNorton Street be modified to add cycling lanes.

Work of this nature [accommodation for bike lanes] must be included for consideration as part of the annual Public Works & Environmental Services (PWES) 2017 Capital Work Plan and budgeted. However, the 2017 Budget and PWES 2017 Capital Work Plan were finalized prior to the completion of the TMP. Bike lanes were therefore not included in the current 2017 Capital Work Plan and 2017 budget.

The PWES 2017 Capital Work Plan was developed in the fall of 2016 and was presented and approved by Council at the Regular Council meeting held December 13, 2016. This work plan did not include a work item for the removal of pavement markings and the placement of new pavement markings along Lesperance Road to create dedicated bike lanes because the outcome of the analysis carried as part of the TMP was not yet complete and it was unknown at that time whether this change was feasible.

Additions and deletions to the PWES 2017 Capital Work Plan sometimes arise but must be submitted to Council for consideration and approval.

Three options for removing and reapplying the dedicated pavement markings on Lesperance Road for bike lanes are: (1) shave and pave followed by painting the road and bike lanes (2) high pressure water jetting (similar to power washing) or (3) grinding.

The cost to rehabilitate the pavement by milling the surface asphalt and repaving is estimated to be $350,000. Since there is at least 6-10 years life expectancy remaining on this pavement, this alternative is not recommended.

The estimated cost to remove and place new pavement markings by high pressure water jetting is estimated to cost $80,000. The estimated cost to remove and place new pavement markings by grinding is $100,000.

Administration recommends that consideration be given to the following:

1. Changes to the pavement markings be carried out and quotations for the pavement markings (removal and reapplication), by Water Jetting or Grinding, along Lesperance Road from Riverside Drive to McNorton Street, to create dedicated bike lanes, be obtained.

2. Notwithstanding the above recommendation, two experimental pavement marking removals were carried out using both the water jetting and grinding removal methods on the pavement surface. There is some concern with both removal processes as unsightly removal marks resulted following the removal of the paint. In addition, there has been a recent increase in traffic on Lesperance Road given the road work currently underway at Manning Road and County Road 22. It may therefore be prudent to delay the removal of the pavement markings on Lesperance Road until next year's construction season as the work of removing and painting the lines may create undue traffic congestion on Lesperance Road in combination with increased traffic volume. An additional benefit to delaying this work would be that the pavement markings will become more worn by traffic and winter control operations thereby requiring less removal effort and decrease in the unsightliness. In addition, this may result in a decrease in removal cost.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

The pavement marking painting along Lesperance Road, inclusive of bike lanes, was not considered in the 2017 budget process. In addition, at the time the 2017 Public Works & Environmental Services Capital Works Plan was presented to Council at the December 13, 2016 regular council meeting, under Report No. 54/16, the Transportation Master Plan was not yet complete.

The table below summarizes estimated costs below.

	(1) Shave & Pave	(2) Water Jetting	(3) Grinding
Engineering			10,000
Pavement Markings - remove & replace	344,000	80,000	100,000
	344,000	80,000	110,000
Non-rebateable HST (1.76%)	6,000	1,000	2,000
Total funding required	350,000	81,000	112,000

Administration recommends a cost allocation of $112,000 to change the pavement markings (removal and reapplication) by Water Jetting or Grinding, be approved with funding to be provided from the Roads Lifecycle Reserve.

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:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Reviewed by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment:
1. Road Lifecycle Reserve

Attachment 1
Road Lifecycle Reserve

Road Lifecycle (1500) Funding Summary - June20, 2017						
		2017	2018	2019	2020	2021
Reserve Balance Start of Year		$6,942,583	$5,864,181	$6,358,431	$5,749,381	$4,915,081
Budget Allocation		$4,160,000	$4,160,000	$4,160,000	$4,160,000	$4,160,000
Grants						
County Connecting Link Agreement					$755,000	
Funds Available		**$11,102,583**	**$10,024,181**	**$10,518,431**	**$10,664,381**	**$9,075,081**
Committed						
IT GIS Tech % share		$23,900	$24,400	$24,900	$25,400	$25,900
Balance Committed		**$23,900**	**$24,400**	**$24,900**	**$25,400**	**$25,900**
Balance Uncommitted		**$11,078,683**	**$9,999,781**	**$10,493,531**	**$10,638,981**	**$9,049,181**
Proposed						
Road Paving - Asphalting	1)	$885,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
Adjust re PWES #01/17 Defer Fasan, Add Arlington		**($39,000)**				
Road Paving - Tar & Chip		$200,000				
Road Paving - Crack Sealing		$75,000				
Shawnee/Arbour Phase 2		$70,000				
Dumouchelle Outer (sanitary sewer)		$140,000				
Traffic Signal Upgrades/Maintenance					$62,500	
Traffic Signal Reconstuct (Riverside/Lesperance)		$140,300				
Traffic Signal Reconstuct (Lesperance/McNortion)					$165,000	
Tecumseh Road CIP Ph 1		$293,100				
Tecumseh Road CIP Phase 2		$159,000				
Pulleyblank-Crowder-Moro (Sanitary Sewer)		$1,480,600				
Adjust re PWES #14/17 tender award		**($135,271)**				
8th Concession Sanitary Trunk & Watermain		$1,337,300				
Adjust re PWES #12/17 tender award		**$30,973**				
County Road 19/Jamsyl Drive Intersection		$75,000				
Manning Road - Phase 2 - Drain Relocation		$50,000		$814,700		
Manning Road - Phase 2 - Drain Relocation (Transfer to Drains LC)		$105,000		$1,991,000		
Manning Road - Phase 3 - Road Reconstruction		$180,000			$4,222,900	
South Talbot Road Reconstruction		$90,000	$1,617,800			
Rossi Drive (Sanitary Sewer)		$77,500	$991,500			
Sylvester Drive (Sanitary Sewer)			$32,050	$523,950		
County Road #11/South Talbot Roundabout				$100,000		
Roads Needs Study				$87,000		
County Road #46 Sanitary Sewer Extension (LRPCP)				$227,500	$227,500	
Delduca Drive (Sanitary Sewer LRPCP)					$46,000	$714,000
Riverside Drive Trunk Storage						$35,625
Ure Street (Sanitary Sewer LRPCP)						$40,000
CR42: CR43 to Lesperance						$50,000
Balance Proposed		**$5,214,502**	**$3,641,350**	**$4,744,150**	**$5,723,900**	**$1,839,625**
Balance Available		**$5,864,181**	**$6,358,431**	**$5,749,381**	**$4,915,081**	**$7,209,556**
Notes:						
1) General allowance for asphalting						

THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 34/17

TO: Mayor and Members of Council

FROM: Kirby McArdle, Manager Roads & Fleet

DATE OF REPORT: June 12, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: 2017 Tar & Chip Tender Award

RECOMMENDATIONS

It is recommended that:

1. The tender from Shepley Road Maintenance Ltd. for the 2017 Tar & Chip Tender, in the amount of $278,450 plus HST, be accepted.

BACKGROUND

At the December 13, 2016 Regular Meeting of Council, Council passed Motion RCM-442/16 authorizing Administration to obtain tenders for the following roadways as detailed in Public Works & Environmental Services Report No. 54/116:

i) ROAD Tar & Chip:

(a) 8th Concession Road: South Talbot Road to County Road 8

(b) Sexton Sideroad: Highway 3 to South Talbot Road

(c) Sexton Sideroad Railroad Crossing

(d) Various locations for repair – Provisional Item, as directed by the Town of Tecumseh

ii) ROAD Crack Sealing – Various Roads within Town
Total Weight .....10,000 kg

The Tar & Chip Tender, which included the Crack Sealing as well, was advertised on the Town's website on May 23, 2017 along with direct notification to the Windsor Construction Association.

COMMENTS

One tender submission for the Tar & Chip Program was received on June 8, 2017, and was opened in the presence of Administration and the Purchasing Officer: Shepley Road Maintenance Ltd., in the amount of $278,450.

The Town of Tecumseh Purchasing Policy Section 4.5 (b) *Only One Bid Received* indicates that:

> *"In the event that only one bid is received in response to a request for tender, the bid may be opened and evaluated in accordance with the Town's usual procedures when, in the opinion of the Department Director and Purchasing Coordinator, the bid should be considered by the Town…"*

Based on a review of the Purchasing By-Law and the existence of very few tar and chip contractors being available to bid on this type of work, a decision was made to open the sole tender. It was not reasonably expected that additional tenders would be received if this project was re-tendered.

Administration reviewed the 2015 and 2016 Tar & Chip submittals and the unit prices submitted this year has increased by 23%.

Shepley Road Maintenance Ltd. was awarded the Tar & Chip Tenders by the Town of Tecumseh in 2012, 2013, 2014, 2015 and 2016. The work performed by Shepley was done in a professional and timely manner.

Administration reviewed the tender submitted by Shepley Road Maintenance Ltd. and the tender was found to be in order with no irregularities.

Administration recommends that the quote of $278,450 plus HST as provided by Shepley Road Maintenance Ltd., be accepted.

CONSULTATIONS

Director Financial Services & Treasurer
Purchasing Officer

FINANCIAL IMPLICATIONS

The total tender estimate for the Tar & Chip project provided by Shepley Road Maintenance is $278,450 plus applicable taxes.

Tar & Chip Tender Cost	$	278,450
Non-rebatable HST (1.76)	$	4,901
Subtotal	**$**	**283,351**
Approved allocation per PWES 54/16	**$**	**275,000**
Tar & Chip	$	200,000
Crack Sealing	$	75,000
Allocation shortfall	**$**	**(8,351)**

Council approved an allocation of $275,000 for the Tar & Chip and Crack Sealing as recommended within Public Works & Environmental Services Report No. 54/16. The tender as received is higher than the approved allocation; however, Administration notes that the tender includes an additional $31,500 in provisional repairs that may or may not be used. This will be reviewed with the contractor on an as needed basis.

It should also be noted that the tender is based on estimated quantities. The final actual costs will be determined based on actual quantities required. Administration will endeavour to keep the contract amount within the approved allocation; however, should the provisional amounts be expended Administration recommends that any allocation shortfall can be funded from the Roads Lifecycle Reserves.

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:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

CC

THE CORPORATION OF THE
TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 35/17

TO: Mayor and Members of Council

FROM: Kirby McArdle, Manager Roads & Fleet

DATE OF REPORT: June 12, 2017

DATE TO COUNCIL: June 27, 2017

SUBJECT: 2017 Asphalt Paving Tender Award

RECOMMENDATIONS

It is recommended:

1. The low tender from Coco Paving Inc. in the amount of $829,390 plus HST, for the 2017 Asphalt Paving Tender, be approved and that the Mayor and Clerk be authorized to enter into a contract for the services with Coco Paving Inc.

BACKGROUND

At the December 13, 2016 Regular Meeting of Council, Council approved the recommendations of Public Works & Environmental Services ("PWES") Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2017 capital works projects including the 2017 Asphalt Program (Motion RCM-442/16).

The following streets were included in the 2017 Asphalt Program: Outer Drive, Hebert Street, Juniper Court, Clarice Avenue, Mack Court, Burdick Crescent, Brouillette Court and Fasan Drive.

At the January 24, 2017 Regular Meeting of Council, Council approved an amendment to the 2017-2021 PWES Capital Works Plan under PWES Report No. 01/17: Fasan Drive was deferred from the 2017 Asphalt Program to the 2018 Asphalt Program and Arlington Boulevard was included in the 2017 Asphalt Program. This amendment subsequently affected the funding allocation from the Road Lifecycle Reserve: funding for the 2017 Asphalt Program was decreased by $39,000, from $885,000 to $846,000 (Motion RCM-13/17).

COMMENTS

A tender call was advertised on the Town's website on May 23, 2017 along with direct notification to the Windsor Construction Association. Two tender submissions were received on June 8, 2017 and were opened in the presence of Administration and the Purchasing Officer:

Contractor	Quote (excl. HST)
Coco Paving Inc.	$829,390
Mill-Am Corporation	$872,510

Administration reviewed the tenders and all were found to be mathematically correct. The low tender contained no irregularities.

Administration therefore recommends that the low tender from Coco Paving Inc. in the amount of $829,390 plus HST, for the 2017 Asphalt Paving Tender, be approved and that the Mayor and Clerk be authorized to enter into a contract for the services with Coco Paving Inc.

CONSULTATIONS

Director Financial Services & Treasurer
Purchasing Officer

FINANCIAL IMPLICATIONS

Council approved an allocation of $846,000 for 2017 asphalt paving work as recommended within PWES Report No.01/17. It should be noted that the tender submitted by Coco Paving Inc. does include $50,000 in provisional costs, for items such as asphalt escalation. It should also be noted that the tender is based on estimated quantities. The final actual costs will be determined based on actual quantities required. Every attempt will be made to keep the expenditures within the allocated amount of $846,000.

Approved Roads allocation (incl. $50,000 contingency) per PW Report 54/16	$	885,000
Arlington Boulevard included in the 2017 Asphalt Program per PW Report 01/17	$	210,000
Fasan Drive deferred to the 2018 Asphalt Program per PW Report 01/17	$	(249,000)
Approved Adjusted Roads allocation (incl. $50,000 contingency) per PW Report 01/17	**$**	**846,000**
Asphalting Tender Cost (incl. $50,000 contingency)	$	829,390
Non-rebatable HST (1.76%)	$	14,597
Subtotal	**$**	**843,987**
Allocation surplus	**$**	**2,013**

The low tender provided by Coco Paving Inc. of $829,390 plus HST, inclusive of the $50,000 contingency amount, is below the approved allocation.

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:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Prepared by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

CC

THE CORPORATION OF THE TOWN OF TECUMSEH

BY–LAW 2017-29

Being a by-law to authorize the execution of an Agreement between the Town of Tecumseh and Windsor Disposal Services Limited for Refuse Collection Services

WHEREAS Section 11 of *The Municipal Act 2001*, S.O. 2001, c. 25, authorizes a municipality to pass bylaws for the provision of waste management**;**

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of entering into an Agreement for Refuse Collection with Windsor Disposal Services Limited for the removal and of disposed of all waste, organics and white goods within the limits of the Town of Tecumseh;

AND WHEREAS Windsor Disposal Services Limited (Contractor) is in the business of the collection and disposal of waste, organics and white goods;

AND WHEREAS the Town requires the services of Contractor for the collection, within geographic limits of the Town, and disposal of all waste/refuse on the terms and conditions set out in the 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 Refuse Collection Agreement dated the 27th day of June, 2017, between The Corporation of the Town of Tecumseh and Windsor Disposal Services Limited, a copy of which Refuse Collection 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 Refuse Collection Contract.

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, third time and finally passed this 27th day of June, 2017.

_____

Gary McNamara, Mayor

_____

Laura Moy, Clerk

WASTE ORGANICS AND WHITE GOODS COLLECTION CONTRACT

THIS AGREEMENT made as of the day of _____, 2017.

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH

(hereinafter referred to as "Town") OF THE FIRST PART

- AND -

WINDSOR DISPOSAL SERVICES LIMITED

(hereinafter referred to as the "Contractor") OF THE SECOND PART

WHEREAS:

(a) Contractor is in the business of the collection and disposal of waste, organics and white goods; and

(b) The Town requires the services of Contractor for collection, within the geographic limits of the Town, and disposal of waste, organics and white goods on the terms and conditions set out in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for and in consideration of the respective covenants and agreements of the parties contained herein, the sum of $1.00 paid by each party hereto to the other party hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

1. DEFINITIONS

In this agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "Agreement" or "Contract" shall mean this executed document and all schedules attached hereto or otherwise incorporated by reference as forming part of this executed document including the Tender Documents as defined herein;

(b) "Contract Specifications" shall mean the contract specifications forming part of the Tender Documents as defined below

(c) "Material Change" shall mean a change in Town policy respecting the scope of the Waste, Organics, White Goods, or related services to be delivered to its citizens and/or the method in which said services are delivered, and shall include, but not be limited to:

i. Removing collection from commercial business' grandfathered in;

ii. Limiting the amount or type of waste or organics collected each week per household;
iii. Adjust the schedule of part or all of the waste collection to a different schedule, whether for the whole collection period or for particular months; and
iv. Modifying the frequency of Collection whether on a town-wide, area specific, or user-class specific basis.

(d) "Tender Documents" shall mean the document titled REQUEST FOR TENDERS - WASTE, ORGANICS, and WHITE GOODS COLLECTION February 1, 2017 – January 31, 2022 IN THE TOWN OF TECUMSEH and attached hereto as Schedule A;

(e) "Term" shall mean the Term as it is defined herein;

2. SERVICES & PAYMENT

Contractor shall, during the Term, provide all materials, equipment, labour and supervision to perform the services for the Town called for by the Tender Documents and the Town shall pay Contractor those sums required by the Tender Documents in the manner and times set forth in the Tender Documents subject to the following:

a) White Goods collection shall not form part of the Services provided by the Contractor and the total tender price shall be adjusted accordingly to reflect an annual savings of $3750 ;
b) Removal of front-end containers shall not form part of the Services provided by the Contractor and the total tender price shall be adjusted accordingly to reflect an annual savings of $9960 ;
c) The amount of the Performance Bond and Labour and Material Bond called for in Sections 5 and 6 below and in the Tender Documents shall be reduced from 100% to 50% and the total tender price shall be reduced accordingly to reflect the $2,500 annual savings.
d) The total tender price shall be immediately reduced a further $48,000 for extension of the contract term to a 10 year term (inclusive of renewals).

3. TERM

The Term of the Contract shall commence on March ___, 2017 and shall terminate on January 31, 2022. Upon expiry of the initial Term, this Agreement shall, subject to the following provision, automatically renew for a further Term of five (5) years with all terms and conditions to remain the same except as otherwise provided herein.

Provided that in the event of any Material Change, the Town shall be permitted to renegotiate the terms applicable to the renewal of the Term of the Agreement related to such Material Change, including without limitation the scope or unit pricing of services to be delivered during the renewed Term. In such event, the Town shall deliver to the Contractor, no later than January 31, 2021 written notice of its desire to renegotiate and include a summary of Material Changes for consideration. If an agreement cannot be reached respecting revised terms by April 30, 2021, the Town may, at its sole option, submit the matter to arbitration by a single arbitrator pursuant to the *Arbitration Act, 1991*, S.O. 1991, c. 17. The decision of the arbitrator will be deemed to conclusively determine the rights and liabilities as between the parties to the arbitration in respect of the matters in dispute. Each party will be responsible for its own costs in the arbitration and the costs of the arbitrator shall be the equally divided between the parties.

4. COVENANTS OF CONTRACTOR

The Contractor covenants and agrees as follows:

a) To perform the services in article 2 above in accordance with the specifications and requirements of the Tender Documents.
b) To indemnify the Town in the manner set forth in the Tender Documents;
c) To obtain and maintain the insurance and performance bond required below;
d) To obtain and maintain the labour and materials bond required below;
e) To furnish evidence of compliance with all requirements of the Workplace Safety and Insurance Act and the Workplace Safety and Insurance Board within the times required under subarticle 1.1.4.5. of Section B of the Tender Documents; and
f) To otherwise comply with the Tender Documents including, but not limited to, the specifications outlined in Sections B & C of the Tender Documents.

The Contractor further warrants and represents that the information contained in the Tender Documents is true and correct as at the date of this Agreement and shall immediately advise the Town should this information change or otherwise be found to be incorrect.

5. PERFORMANCE BOND

To ensure the due and timely performance by the Contractor of each and every of the obligations contained in the Contract, the Contractor shall, at the time of execution of this Agreement, deposit and maintain with the Town a performance bond in form satisfactory to the Town and otherwise in accordance with the subarticle 1.1.4 of Section B the Tender Documents, provided that the amount of the performance bond shall be 50% of the total tender price. If the Contractor fails in the performance of any of its obligations contained in this Agreement, the Town is entitled to resort to the performance bond and require payment from the fidelity company providing the performance bond, and apply the proceeds thereof to the costs of fulfilling the terms and conditions of this Agreement.

6. LABOUR AND MATERIALS BOND

The Contractor agrees to pay all subcontractors and/or suppliers in a timely manner for all services and/or material provided. To ensure the Contractor makes such payments as required, the Contractor shall, at the time of execution of this Agreement, deposit and maintain with the Town a labour and material bond in form satisfactory to the Town and otherwise in accordance with subarticle 1.1.4 of Section B of the Tender Documents, provided that the amount of the performance bond shall be 50% of the total tender price. If the Contractor fails to pay any subcontractor and/or supplier, the Town may resort to the labour and materials bond and require payment from the fidelity company providing said bond, and apply the proceeds thereof to the costs of paying any subcontractors or suppliers. Nothing in this section shall be interpreted so as to permit the Contractor's use of subcontractors or suppliers where not otherwise permitted under this Agreement.

7. INSURANCE

Contractor will at all times throughout the Term maintain commercial general liability insurance coverage (including pollution and automotive liability coverage) in the amounts and in

accordance with the requirements in subarticle 1.1.4.1 of Section B of the Tender Documents

Additionally, Contractor shall, within ten (10) days of execution of this contract, at other reasonable times following request from the Town and otherwise forthwith after annual renewal of said policy, provide written evidence that said insurance coverage is in force. Contractor shall notify the Town in advance of any material change in or cancellation of any such policy.

8. TOWN NOT LIABLE

Other than for the grossly negligent acts or omissions or the willful and wrongful acts of the Town or the Town's employees, the Town shall not be liable to the Contractor for any interference, inconvenience or damage to the Contractor or the Contractor's equipment or any indirect or consequential damage resulting from any cause including, without limitation, fires, severe conditions or other natural catastrophes or for any cause whatsoever.

9. DEFAULT

Without prejudice to or as substitution for any other rights and remedies that the party not in default may have, upon the material default by either party of any of its covenants or obligations under the Contract, including but not limited to any requirement, term or obligation imposed upon the Contractor by virtue of the Tender Documents, the party not in default may terminate in the manner set forth in the Contract Specifications.

10. NOTICE

Any notice to be given by one party to this agreement to the other party to this agreement shall be sufficiently given if made in writing and addressed to the other party by means of telex, facsimile transmission or other means of recorded telecommunication or by prepaid registered mail. In the event such notice shall be given by facsimile transmission or other means of recorded telecommunication, it shall be deemed to have been received on the day next following the transmission of such notice, and in the event that such notice shall be given by registered mail, it shall be deemed to have been received upon the third day next following the date of deposit of such notice in a government post office.

11. EMPLOYEES, SUBCONTRACTING AND ASSIGNMENT

In the performance of this contract, the Contractor shall be an independent contractor. Neither the Contractor nor any of the Contractor’s employees, officers or directors shall be deemed to be employees of the Town of Tecumseh. This agreement shall not be assignable by the Contractor and the Contractor shall not sub-contract any of this work to any other party throughout the duration of the Term. The Town may its sole discretion require the Contractor to remove any employee of the Contractor from performing the services under this Agreement where such employee is incompetent, intoxicated, negligent, has demonstrated flagrant disregard for others, or for any other just cause. The Town further reserves the right to stop performance of the services entirely if there is not a sufficient number of capable employees to carry out the work safely and properly, or for any other good and sufficient cause.

12. SUCCESSORS AND ASSIGNS

This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Town and the successors and permitted assigns of the Contractor.

13. GOVERNING LAW

The provisions of this license shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

14. 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, including the schedules appended hereto, may not be amended or modified except by written instrument executed by all parities hereto.

15. SEVERABILITY

Should any portion of this Agreement be determined to be void or unenforceable, such determination shall be deemed not to affect or impair the validity or enforceability of any other provision of this Agreement, and such portion shall be considered separate and severable from this Agreement and its remaining provisions, which remaining provisions shall remain in force and be binding on the parties.

16. WAIVER

No waiver by any party 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.

17. FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators, successors and assigns will sign such further agreements, assurances, waivers and documents, 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.

18. HEADINGS

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

19. 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.

20. TRUE COPY

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

IN WITNESS WHEREOF the parties hereto have duly executed this agreement on the date first mentioned above.

WINDSOR DISPOSAL SERVICES LIMITED

Per:_____
Vince Moceri, Vice-President
We have authority to bind the corporation.

Address for service: 2700 Deziel Drive, Windsor, ON N8W 5H8
Facsimile number:519-944-1122

THE CORPORATION OF THE TOWN OF TECUMSEH

Per:_____
Gary McNamara-Mayor

Per:_____
Laura Moy - Clerk

Address for service: 917 Lesperance Road, Tecumseh, ON N8N 1W9
Facsimile number: 519-735-6712

U:\USER6\172nd\Tec.WasteCollectionContract.May15.redline.docx5/16/17 9:19 AM

SCHEDULE “A”

TENDER DOCUMENTS

(Tender Documents to be Attached)

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-41

Being a by-law to authorize the execution of a Farm Lease Agreement between The Corporation of the Town of Tecumseh and John Nostadt.

WHEREAS The Corporation of the Town of Tecumseh [Town] is the owner of the lands legally described as Part Lots 14, 15 and 16, Concession 12, designated as Part 2, Plan 12R-25526 in the Town of Tecumseh, registered in the Land Titles office in Windsor on August 11, 2013, (hereafter "Town Lands");

AND WHEREAS John Nostadt of Nostadt Stock Farms (hereafter "Farmer") is interested in farming the Town Lands;

AND WHEREAS the Town and the Farmer are desirous of entering into a Farm Lease Agreement for the growing of crops on the Town Lands for the crop year of 2017;

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 Farm Lease Agreement dated the 27th day of June, 2017, between The Corporation of the Town of Tecumseh and John Nostadt, for the term January 1, 2017 to December 31, 2017, a copy of which Farm Lease 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 Farm Lease 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 27th day of June, 2017.

_____
Gary McNamara, Mayor

"SEAL"

_____
Laura Moy, Clerk

FARM LEASE AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 2017.

BETWEEN:

The Corporation of the Town of Tecumseh
hereinafter called the “Corporation”

Of the First Part;

AND:

John Nostadt
of Nostadt Stock Farms, in the County of Essex
hereinafter called the “Farmer”

Of the Second Part;

WHEREAS the Corporation is the owner of the lands and premises, being legally described in Schedule “A” hereto, hereinafter referenced to as the “Farm Lands”;

AND WHEREAS, the Farmer is conducting business in the general vicinity and neighborhood of the Farm Lands;

AND WHEREAS, the parties hereto have agreed to the growing of crops on the Farm Lands for the term hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto mutually undertake and agree as follows:

1. The parties agree that the term of this Agreement shall be from January 1, 2017 to December 31, 2017;
2. The Farmer shall grow on the Farm Lands such crops as the Farmer and the Corporation shall determine during the term hereof, and the Farmer covenants and agrees to properly plow, till, disc and prepare the Farm Lands for planting of such crops and to plant, grow and care for and harvest the said crops in a good and farmer-like manner, according to the prevailing customs relative to farm husbandry in the community;
3. The Farmer shall, at his own expense, furnish and supply all labor in connection with the due performance of this Agreement, and, without limiting the generality of the foregoing, for the plowing, tilling, discing and preparation of the Farm Lands for the planting of the crops to be grown on the Farm Lands, and for the growing, harvesting and handling of the said crops;
4. The Farmer shall, at his own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement;
5. The Farmer shall, at his own expense, furnish and apply all materials, including seed, all fertilizers and herbicide sprays utilized by the Farmer in connection with the due performance of this Agreement. The Farmer shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of cost to the Corporation;

6. The Farmer hereby indemnifies and saves harmless the Corporation and its members of Council, directors, officers, employees, agents and representatives, harmless from and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of the Farmer's use of the Farm Lands, including, without limiting the generality of the foregoing, arising as a result of the use by the Farmer of fertilizers and herbicide sprays on the Farm Lands;
7. The Farmer hereby covenants and agrees to pay to the Corporation, the following:
   (a) A total of $4,131.00, plus HST ($4,668.00) annually, as follows:
      i. Fifty percent (50%) on June 1, 2017 = $2,065.50 plus HST ($2,334.00) as applicable.
      ii. Fifty per cent (50%) on October 1, 2017 = $2,065.50 plus HST ($2,334.00) as applicable;
8. The Farmer shall, in the Fall of 2017, after all crops have been harvested, leave the Farm Lands in good condition in accordance with proper farm husbandry ready for the next crop year;
9. The parties acknowledge and agree that, as of the date hereof, the Farm Lands comprise eighteen (18) acres of arable land, more or less. The parties further acknowledge and agree that the Corporation may, at any time or times during the term hereof, upon 90 days' written notice to the Farmer, terminate this Agreement or reduce the acreage subject to this Agreement and upon the giving of such notice any and all of the Farmer's rights with respect to the Farm Lands or to the reduced acreage described in the notice as the case may be, shall terminate and be at end. In the event that, after a crop has been planted by the Farmer, the Corporation terminates this Agreement or reduces the acreage subject to this Agreement, the rent shall be adjusted to reflect the reduced acreage and the Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the reduced acreage during the term of this Agreement in furtherance of the Farmer's obligations hereunder and the Corporation shall have no further obligation to the Farmer;
10. It is understood and agreed by and between the parties hereto that the relationship of partnership between them has not been created by this Agreement, and that there is no relationship of master and servant between them;
11. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns;
12. The Farmer shall provide to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for the taxation year 2017;
13. The Farmer further covenants and agrees not to assign this Agreement or any renewal thereof or to sublet the said farmland or any part thereof without the prior written consent of the Corporation, and such consent may be arbitrarily withheld;

14. The Farmer further covenants and agrees to furnish the Clerk of the Corporation with written evidence of public liability and property damage insurance coverage in the amount of two million dollars ($2,000,000.00) with the Corporation named as an additional insured, which is satisfactory to the Corporation;

15. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Farmer or by the Farmer to the Corporation under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:

John Nostadt
3754 Concession 11
Maidstone, Ontario N0R1K0

or in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Attention: Laura Moy,
Director Staff Services & Clerk

or to such other address as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SIGNED, SEALED & DELIVERED
In the presence of:

THE CORPORATION OF THE TOWN OF TECUMSEH
By:

_____
Name: Gary McNamara
Title: Mayor

_____
Name: Laura Moy
Title: Director Staff Services & Clerk

NOSTADT FARMS

_____
Name: John Nostadt

I/We have authority to bind the corporation.

SCHEDULE “A”

North 18 acres of Part of Lots 14, 15 and 16, Concession 12 in the Town of Tecumseh, designated at Part 2 on Plan 12R-25526 registered in the Land Titles Office in Windsor, on August 11, 2013.

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-42

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach

WHEREAS the Optimist Club of St. Clair Beach has made application for consent to operate the Corn Booth, in the Town of Tecumseh, during the 2017 Tecumseh Corn Festival, to be held in Lacasse Park, from August 24, 2017 to August 27, 2017;

AND WHEREAS The Corporation of the Town of Tecumseh, as a condition of this consent, requires the Optimist Club of St. Clair Beach to enter into an Agreement;

AND WHEREAS pursuant to 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 be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement dated the 27th day of June, 2017, between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach, 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, third time and finally passed this 27th day of June, 2017.

_____

Gary McNamara, Mayor

" SEAL "

_____

Laura Moy, Clerk

THIS AGREEMENT made as of the ___ day of June, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
Hereinafter called the "Landlord"

- and -

OPTIMST CLUB OF ST. CLAIR BEACH
Hereinafter called the "Tenant"

RECITALS

WHEREAS the Tenant has made application for consent to operate the Corn Booth, in the Town of Tecumseh for the 2017 Tecumseh Corn Festival to be held in Lacasse Park, from August 24, 2017, to August 27, 2017;

AND WHEREAS the Landlord, as a condition of this consent, requires the Tenant to enter into certain articles and covenants;

IN WITNESSETH THAT in consideration of the premises contained herein, and consideration of the sum of two ($2.00) dollars and other good and valuable consideration paid by the Tenant to the Landlord, the parties hereto mutually covenant, promise and agree as follows:

THE LANDLORD CONVENANTS AND AGREES TO:

1. The Landlord agrees to provide a location to the Tenant at the 2017 Tecumseh Corn Festival for the operation of the Corn Booth hereinafter called the "Booth", for the period of August 21, 2017 to August 30, 2017; (inclusive of set up and removal time).

2. The location of the Booth shall be as depicted in Schedule "A" attached here to and forming part of this agreement.

3. The Landlord shall pay all electricity and water use charges that are incurred as a result of the operation of the Booth.

4. The Landlord shall coordinate and engage the services of the Tecumseh Ontario Provincial Police in providing security services during the festival operating hours, including Tecumseh Ontario Provincial Police presence within the area of the "Booth" as required.

5. The Landlord shall provide the Tenant at their discretion a limited number of parking passes.

THE TENANT CONVENANTS AND AGREES TO:

6. The Landlord shall provide the Tenant with panels of barrier fencing for the perimeter of the Booth area. The Tenant agrees that the outside fencing will be available for the Landlord to use for signage/banners and that the inside fencing will be available for the Tenant to use for signage/banners.

7. The Tenant shall purchase a policy or policies of public liability and property damage insurance extended to include the Landlord as an additional named co-insured and shall have coverage in the minimum amount of Two Million Dollars ($2,000,000.00). A copy of all such policies of insurance shall be delivered to the Landlord prior to Friday, June 23, 2017.

8. The Tenant covenants and agrees to indemnify and save harmless the Landlord, its elected officials, officers, servants and agents, of, from and against any and all:
   - liabilities, losses, claims, actions and damages resulting from baseball related activities within the fenced area (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanction) and costs; and
   - lawyers' fees and expenses, on a full indemnity basis, accountants and engineering fees and expenses, court costs and other out of pocket expenses;

incurred or suffered by the Landlord, its elected officials, officers, servants and agents, or any one or more of them, by reason of, resulting from, in connection with, or arising in any manner whatsoever out of breach of term, covenant or provision of this agreement, the Tenant's use of the Festival Tent, loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, under or at the Festival Tent, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or its agents, contractors, employees, servants or customers.

9. The Tenant agrees to provide all equipment and supplies required for the operation of the Booth.

10. The Tenant shall be responsible for the collection and the disposal of any and all refuse produced as a result of the Booth operations.

11. The Tenant is responsible for maintaining, cleaning and supervising the Booth area.

12. The Tenant will complete a Corn Festival Vendor Booth application (at no additional fee) in order that the Landlord will have the information required to submit to the Health Unit.

13. The Tenant shall ensure compliance with all government and other agencies regulations, requirements and inspections, as applicable.

14. The Tenant agrees that the Landlord may arrange for 1,000 tickets to be printed for distribution to Corn Festival Committee Members, Sponsors, VIP's, etc. that will be redeemable at the Corn Booth for complimentary corn.

15. The Tenant will provide the Landlord with a detailed financial statement of the "Corn Booth" operations, including revenues and expenditures, by Friday, September 29, 2017.

16. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this agreement.

SIGNED, SEALED and DELIVERED in the presence of :

THE CORPORATION OF THE TOWN OF TECUMSEH

By:

_____

Name: Gary McNamara
Title: Mayor

By:

_____

Name: Laura Moy
Title: Director Staff Services/Clerk

We have authority to bind the Corporation.

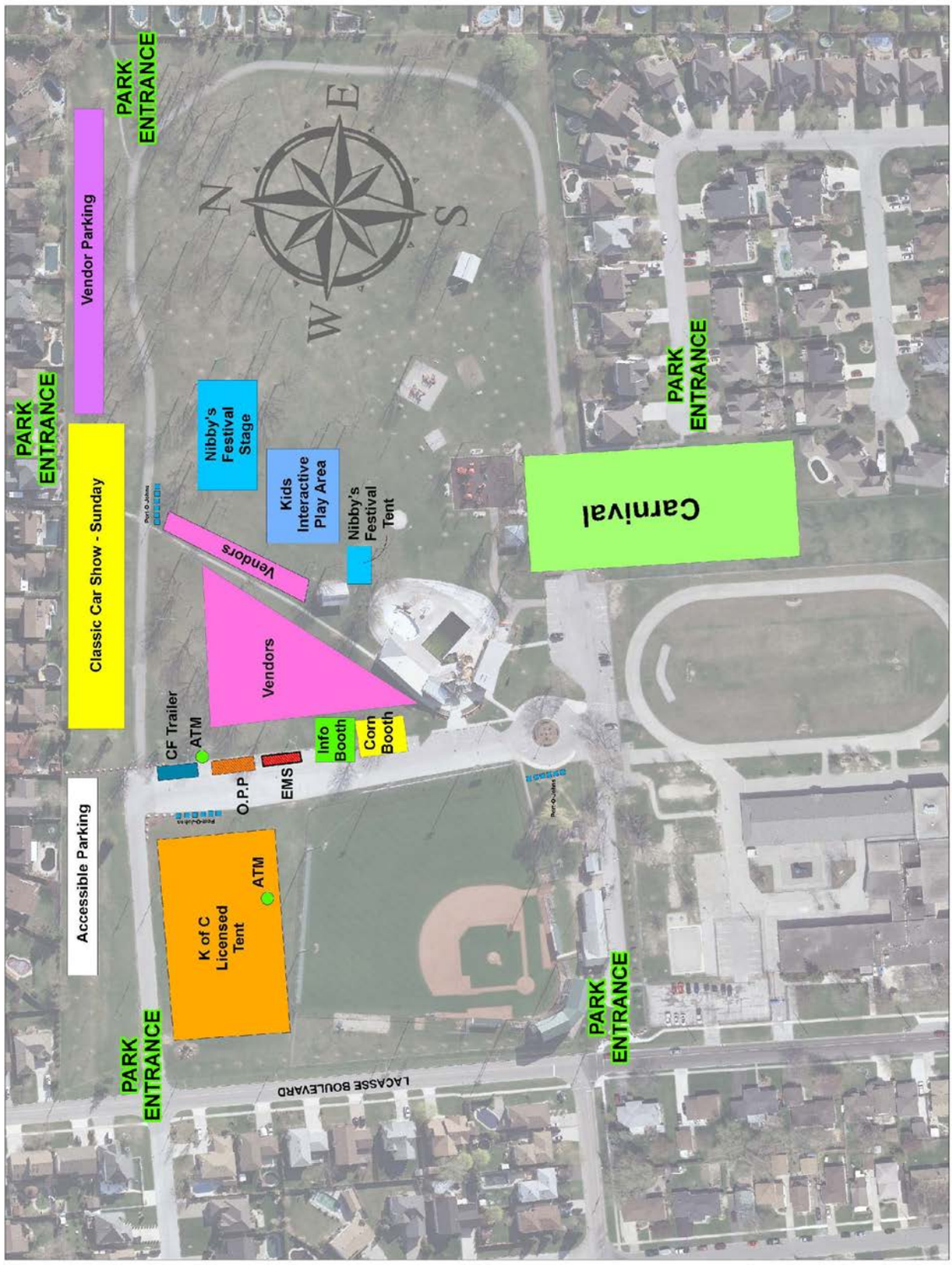
OPTIMIST CLUB OF ST. CLAIR BEACH

_____

Name: Anthony Corona
Title: Club President

I have authority to bind the Corporation.

Schedule A


PARK ENTRANCE
Vendor Parking
PARK ENTRANCE
PARK ENTRANCE
Classic Car Show - Sunday
Nibby's Festival Stage
Kids Interactive Play Area
Nibby's Festival Tent
Vendors
Vendors
Carnival
PARK ENTRANCE
CF Trailer
ATM
O.P.P
EMS
Info Booth
Corn Booth
Accessible Parking
K of C Licensed Tent
ATM
PARK ENTRANCE
PARK ENTRANCE
LACASSE BOULEVARD
CORNFEST LAYOUT - FOR SCHEDULE OF EVENTS

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-43

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Fr. Nicholas Point Council No. 4375 Knights of Columbus

WHEREAS Fr. Nicholas Point Council No. 4375 Knights of Columbus (Tenant) has made application for consent to operate a beverage and food tent, in the Town of Tecumseh for the 2017 Tecumseh Corn Festival to be held in Lacasse Park, from August 24, 2017, to August 27, 2017;

AND WHEREAS The Corporation of the Town of Tecumseh, as a condition of this consent, requires the Tenant to enter into certain articles and covenants;

AND WHEREAS pursuant to 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 be and they are hereby authorized and empowered on behalf of the Corporation of the Town of Tecumseh, to execute an Agreement dated the 27th day of June, 2017, between The Corporation of the Town of Tecumseh and Fr. Nicholas Point Council No. 4375 Knights of Columbus, 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, third time and finally passed this 27th day of June, 2017.

_____

Gary McNamara, Mayor

" SEAL "

_____

Laura Moy, Clerk

THIS AGREEMENT made as of the ___ day of June, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
Hereinafter called the "Landlord"

- and -

FR. NICHOLAS POINT COUNCIL NO. 4375 KNIGHTS OF COLUMBUS
Hereinafter called the "Tenant"

RECITALS

WHEREAS the Tenant has made application for consent to operate a beverage and food tent, in the Town of Tecumseh for the 2017 Tecumseh Corn Festival to be held in Lacasse Park, from August 24, 2017, to August 27, 2017;

AND WHEREAS the Landlord, as a condition of this consent, requires the Tenant to enter into certain articles and covenants;

IN WITNESSETH THAT in consideration of the premises contained herein, and consideration of the sum of two ($2.00) dollars and other good and valuable consideration paid by the Tenant to the Landlord, the parties hereto mutually covenant, promise and agree as follows:

THE LANDLORD CONVENANTS AND AGREES TO:

1. The Landlord agrees to provide a location to the Tenant at the 2017 Tecumseh Corn Festival for the operation of a beverage and food tent hereinafter called the "Festival Tent", for the period of August 22, 2017 to August 30, 2017; (inclusive of set up and removal time).

2. The location of the Festival Tent shall be as depicted in Schedule "A" attached here to and forming part of this agreement.

3. The Landlord shall pay all electricity and water use charges that are incurred as a result of the operation of the Festival Tent.

4. The Landlord shall coordinate and engage the services of the Tecumseh Ontario Provincial Police in providing security services during the festival operating hours, including Tecumseh Ontario Provincial Police presence within the "Festival Tent" as required.

5. The Landlord shall provide the Tenant at their discretion a limited number of parking passes. Approved parking location outside of the beverage and food tent area will be at the discretion of the Corn Festival Committee.

THE TENANT CONVENANTS AND AGREES TO:

6. The Tenant hereby agrees to comply with the Town of Tecumseh Municipal Alcohol Risk Management Policy No 31, a copy of which is attached here to and forms part of this agreement marked as Schedule "B". Furthermore, the Tenant hereby agrees to submit all required documentation as outlined in the Municipal Alcohol Risk Management Policy No 31, including a copy of the Special Occasion Permit, List of event staff with copies of certifications, and an approved Safety Plan.

7. The Tenant agrees to adhere to the Alcohol and Gaming Commission of Ontario (AGCO) requirements for liquor licensing, including but not limited to the provision of paid duty Ontario Provincial Police Officers and trained security guards to be present in the Festival Tent during the hours of operation including but not limited to:

    - Thursday, August 24, 2017, between the hours of 3:00 p.m. and 1:00 a.m.;
    - Friday, August 25, 2017, between the hours of 12:00 p.m. and 1:00 a.m.;
    - Saturday, August 26, 2017, between the hours of 12:00 p.m. and 1:00 a.m.; and
    - Sunday, August 27, 2017, between the hours of 12:00 p.m. and 7:00 p.m.

8. The Tenant agrees to pay the Landlord $16,000.00 dollars plus HST.

   a) A deposit in the amount of $2,000.00 dollars will be paid to the Landlord by the Tenant in advance of Monday, August 21, 2017.
   b) The remaining balance of $16,080.00 dollars shall be paid to the Landlord by the Tenant with a cheque post-dated for September 5, 2017 for the remaining balance that will be deposited on September 5, 2017 and that the post-dated cheque will be provided to the Landlord in advance of August 21, 2017.
   c) Interest shall be charged to the Tenant at the rate of one and one quarter (1.25%) percent per month beginning Wednesday, September 6, 2017, on any outstanding balance.

9. The Landlord shall provide the Tenant with 96 panels of barrier fencing for the perimeter of the Festival Tent area totaling 760 feet. The Tenant agrees to pay $3.00/fencing panel plus applicable taxes, in accordance with the Town's Administrative Fees and Charges By-law. The Tenant agrees that the outside fencing will be available for the Landlord to use for signage/banners and that the inside fencing will be available for the Landlord to use for signage/banners after consultation with the Tenant to ensure signage/banners do not conflict with Tenant's sponsors and/or suppliers.

10. The Tenant shall purchase a policy or policies of public liability and property damage insurance extended to include the Landlord as an additional named co-insured and shall have coverage in the minimum amount of Five Million Dollars ($5,000,000). A copy of all such policies of insurance shall be delivered to the Landlord prior to Friday, August 4, 2017.

11. The Tenant covenants and agrees to indemnify and save harmless the Landlord, its elected officials, officers, servants and agents, of, from and against any and all:
   - liabilities, losses, claims, actions and damages resulting from baseball related activities within the fenced area (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanction) and costs; and
   - lawyers' fees and expenses, on a full indemnity basis, accountants and engineering fees and expenses, court costs and other out of pocket expenses;

   incurred or suffered by the Landlord, its elected officials, officers, servants and agents, or any one or more of them, by reason of, resulting from, in connection with, or arising in any manner whatsoever out of breach of term, covenant or provision of this agreement, the Tenant's use of the Festival Tent, loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, under or at the Festival Tent, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or its agents, contractors, employees, servants or customers.

12. The Tenant agrees to make available use of the Festival Tent, at no cost to the Corn Festival Committee, during the hours of 12:00 p.m. to 5:00 p.m. or at other such time as may be determined, for the purposes of hosting festival activities such as but not limited to:
   - The Old Fashion Bingo;
   - Festival Receptions;
   - "Corny Crafts".

   And that during the above noted events, the Tenant agrees that the Landlord is permitted to provide its own food and/or non-alcoholic beverages for the events or have the right to negotiate with the Tenant a fee for service.

13. The Tenant agrees to make available the use of the Festival Tent, at no cost to the Corn Festival Committee, on Sunday, August 27, 2017 for the purposes of hosting the Volunteer Appreciation / Wrap-Up Reception.

14. The Tenant agrees to provide an operational auxiliary generator to be used in the event of a power failure to ensure:
   a) the operation of emergency lighting in the Festival Tent; and
   b) raw foods are maintained at 5ºC or lower.

15. The Tenant shall provide sufficient portable toilets for use by the Festival Tent patrons.

16. The Tenant shall provide its own two-way radio sets on a different frequency from the Corn Festival Committee, to be used during the 2017 Tecumseh Corn Festival, as may be required.

17. The Tenant shall be responsible for the collection and the disposal of any and all refuse produced as a result of the Festival Tent operations.

18. The Tenant is responsible for maintaining, cleaning and supervising the Festival Tent area.

19. The Tenant will complete a Corn Festival Vendor Booth application (at no addition fee) in order that the Landlord will have the information required to submit to the Health Unit.

20. The Tenant shall ensure compliance with all government and other agencies regulations, requirements and inspections, as applicable.

21. The Tenant will provide the Landlord with a listing of the fees that will be charged to those entering the licensed tent area for each day of the festival by Friday, July 7, 2017 in order that the Landlord may include it in marketing material for the festival.

22. The Tenant will provide the Landlord with four (4) signs made from corrugated plastic that will post the admission fee for entrance into the licensed tent area that will be posted at the entrances to the festival park by Friday, August 18, 2017.

23. The Tenant will provide the Landlord with a reconciliation of food and non-alcoholic beverage purchases made by members of the Corn Festival Committee through use of Meal Tickets (maximum $10 per ticket). The Tenant will indicate on Meal Tickets the items purchased with corresponding value. The Tenant will provide the redeemed Meal Tickets to the Landlord with the corresponding reconciliation document. Upon receipt of the reconciliation document and redeemed Meal Tickets, the Landlord will provide payment for the confirmed purchases.

24. The Tenant will provide the Landlord with a detailed financial statement of the “Festival Tent” operations, including revenues and expenditures, by Friday, October 27 2017.

25. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this agreement.

SIGNED, SEALED and DELIVERED in the presence of :

THE CORPORATION OF THE TOWN OF TECUMSEH

By:

_____

Name: Gary McNamara
Title: Mayor

By:

_____

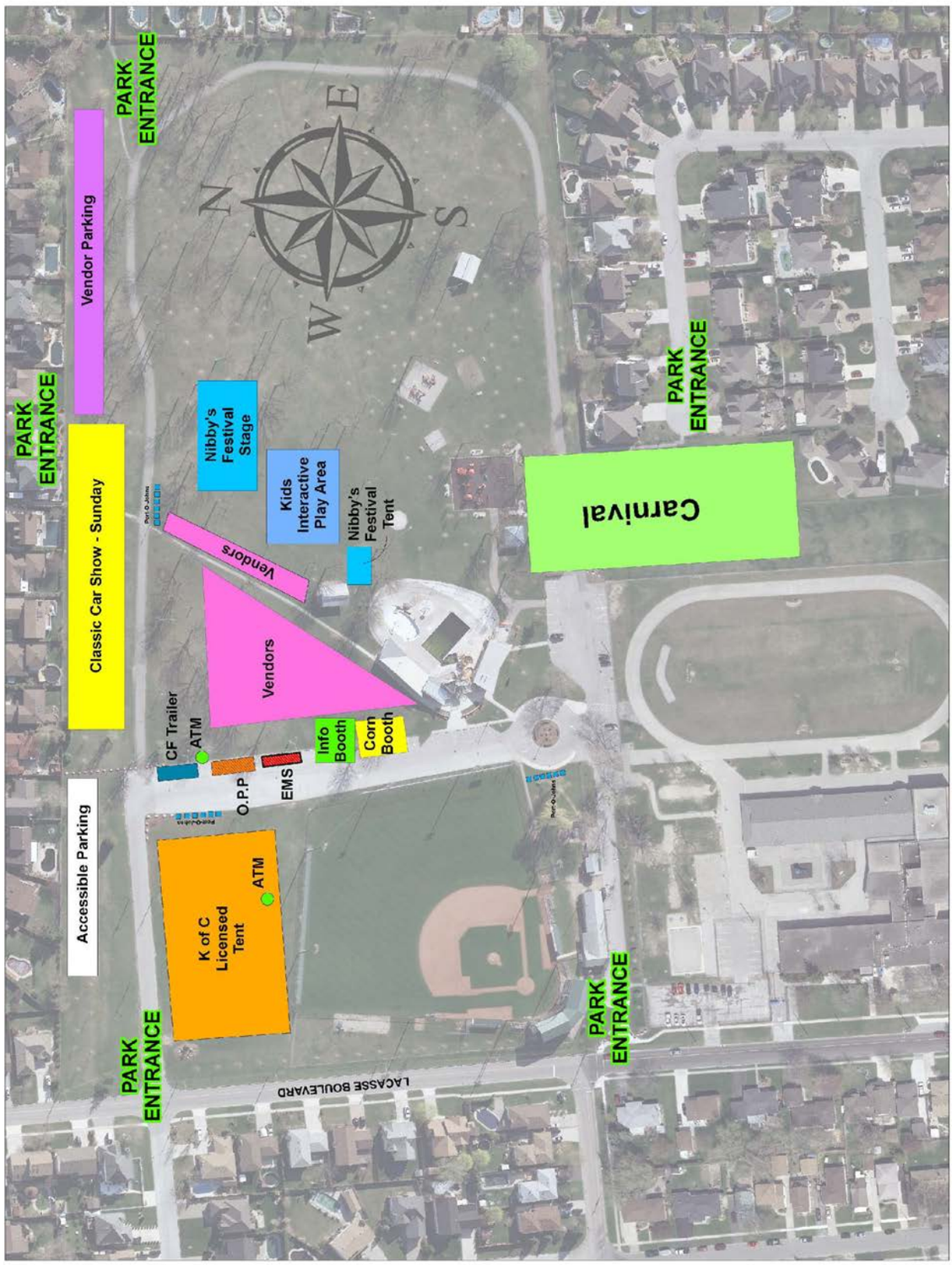
Name: Laura Moy
Title: Director Staff Services/Clerk
We have authority to bind the Corporation.

KNIGHTS OF COLUMBUS # 4375

_____

Name: Jame Chute
Title: Director
I have authority to bind the Corporation.

Schedule A


CORNFEST LAYOUT - FOR SCHEDULE OF EVENTS
PARK ENTRANCE
PARK ENTRANCE
PARK ENTRANCE
PARK ENTRANCE
Vendor Parking
Classic Car Show - Sunday
Accessible Parking
Nibby's Festival Stage
Kids Interactive Play Area
Nibby's Festival Tent
Carnival
Vendors
Vendors
CF Trailer
ATM
O.P.P
EMS
Info Booth
Corn Booth
K of C Licensed Tent
ATM
LACASSE BOULEVARD
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THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-44

Being a by-law to authorize the execution of Public Transit Infrastructure Fund (PTIF) Phase One Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh.

WHEREAS the Government of Canada announced in its Budget 2016 an investment of $120 billion in infrastructure over 10 years, including $60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada's economy for the future;

AND WHEREAS the 2016 Federal Budget proposes to provide $11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund (PTIF), to upgrade and improve public transit systems.

AND WHEREAS Canada has agreed, under the PTIF and corresponding Bilateral Agreement between Canada and Province of Ontario (Province), to provide up to $1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.;

AND WHEREAS under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements;

AND WHEREAS the Corporation of the Town of Tecumseh has been allocated PTIF funding;

AND WHEREAS the Province and the Town wish to enter into an Agreement which sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Town;

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 Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, dated the 27th day of June, 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 27th day of June, 2017.

_____
Gary McNamara, Mayor

SEAL

_____
Laura Moy, Clerk

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO) TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) (the "Agreement"), made in quadruplicate, is effective as of the Effective Date (both "Agreement" and "Effective Date" as defined in section A.1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of Ontario

(the **"Province")**

- and -

The Corporation of the Town of Tecumseh

(the **"Recipient")**

BACKGROUND

The Government of Canada announced in its Budget 2016 an investment of $120 billion in infrastructure over 10 years, including $60 billion in new funding for public transit, green infrastructure, and social infrastructure, to better meet the needs of Canadians and better position Canada's economy for the future.

The 2016 Federal Budget proposes to provide $11.9 billion in transit infrastructure over five years, which includes funding under a new federal program entitled Public Transit Infrastructure Fund ("PTIF", as defined in section A.1.2 (Definitions)), to upgrade and improve public transit systems. Phase One of the PTIF commits approximately $3.4 billion across Canada, to be distributed on the basis of transit ridership.

Canada (as defined in section A.1.2 (Definitions)) has agreed, under the PTIF and corresponding Bilateral Agreement (as defined in section A.1.2 (Definitions)) between Canada and Ontario, to provide up to $1,486,680,000 for projects to help accelerate short term investments while supporting the rehabilitation of transit systems and fund studies to support longer term transit expansion plans in Ontario.

Under the Bilateral Agreement, the Province has agreed to identify projects, municipal and provincial, and be responsible for the transfer of PTIF funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for PTIF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule “C” (Project Description, Budget and Timelines)), a public transit infrastructure project.

The Province has submitted, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project to Canada for approval.

Canada has approved the Project and agreed to provide PTIF funds for the Project.

The Agreement sets out the terms and conditions upon which PTIF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The Agreement, comprising of:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information
Schedule “C” - Project Description, Budget and Timelines
Sub-schedule “C.1” - Program Funding Request
Schedule “D” - Reporting
Schedule “E” - Eligible Expenditures and Ineligible Expenditures
Schedule “F” - Evaluation
Schedule “G” - Communications Protocol
Schedule “H” - Disposal of and Revenues from Assets
Schedule “I” - Aboriginal Consultation Protocol
Schedule “J” - Requests for Payment and Payment Procedures
Sub-schedule “J.1” - Form of Request for Payment Form
Sub-schedule “J.2” - Form of Certificate from Recipient
Sub-schedule “J.3” - Form of Declaration of Sub-project Completion
Sub-schedule “J.4” - Form of Certificate from Professional Engineer
Schedule “K” - Committee
Schedule “L” - Public Transit Infrastructure Fund (PTIF) Attestation Form, and any amending agreement entered into as provided for in Article 3.0 (Amending the Agreement),

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 COUNTERPARTS

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.0 AMENDING THE AGREEMENT

3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

(a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996 (*Ontario) and the *Auditor General Act* (Ontario);

(b) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and

(c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and

(d) the Province and Canada, respectively, are not responsible for carrying out the Project.

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Transportation for the Province of Ontario

_____ _____

Date

Name: Steven Del Duca
Title: Minister

The Corporation of the Town of Tecumseh

_____ _____

Date

Name: [insert the name]
Title: [insert the title, e.g., Mayor or Regional Chair]

I have authority to bind the Recipient.

_____ _____

Date

Name: [insert the name]
Title: [insert the title, e.g., Clerk]

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency;

(e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and

(f) in the event of a conflict or inconsistency between any of the requirements of:

(i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;

(ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or

(iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

"Aboriginal Community" as the meaning ascribed to it in section I.1.1 (Definitions).

"Aboriginal Consultation Record" as the meaning ascribed to it in section I.1.1 (Definitions).

"Agreement" means this Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.0 (Entire Agreement).

"Asset" means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

"Authorities" means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

"Bilateral Agreement" means the Canada-Ontario Bilateral Agreement "Public Transit Infrastructure Fund" entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on July 29, 2016.

"Budget" means the budget described in Sub-schedule "C.1" (Program Funding Request).

"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.

"Canada" means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

"Committee" has the meaning ascribed to it in section A.32.1 (Establishment of Committee).

"Contract" means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

"Declaration of Sub-project Completion" means the Declaration of Sub-project Completion attached as Sub-schedule "J.3" (Form of Declaration of Sub-project Completion).

"Effective Date" means the date of signature by the last signing party to the Agreement.

"Eligible Expenditures" means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

"Environmental Laws" means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada),

Canadian Environmental Assessment Act, 2012 (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

"Event of Default" has the meaning ascribed to it in section A.14.1 (Event of Default).

"Expiry Date" means the date on which the Agreement will expire and is the date provided for in Schedule "B" (Project Specific Information).

"Final Progress Report" means the Final Progress Report described in Article D.3.0 (Progress Reports and Final Progress Report).

"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.

"Holdback" means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

"Indemnified Parties" means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, 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" (Project Specific Information).

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remedying).

"Outcomes Progress Reports" means the Outcomes Progress Reports described in Article D.4.0 (Outcomes Progress Reports).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Program” means the program established by the Province to identify projects under the PTIF and enter into agreements, including the Agreement, with recipients of PTIF funds.

“Progress Reports” means the Progress Reports described in Article D.3.0 (Progress Reports and Final Progress Report).

“Project” means the undertaking described in Sub-schedule “C.1” (Program Funding Request).

“Project Evaluation” means the project evaluation described in Article F.1.0 (Project Evaluation).

“Project Incrementality” means that the Funds are added to the funding already planned by the Government of Ontario through its 2016 Budget or municipalities in the Province of Ontario as part of provincial and municipal infrastructure plans, to allow Ontario and municipalities to carry out more infrastructure projects or to accelerate those that they had already planned.

“PTIF” means the Public Transit Infrastructure Fund established by Canada to help accelerate short term investments while supporting the rehabilitation of transit systems and funding studies to support longer term transit expansion plans.

“Reports” means the reports described in Schedule “D” (Reporting).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Sub-project” means a project described in Sub-schedule “C.1” (Program Funding Request).

“Sub-project Completion” means when a Sub-project can be used for the purpose for which it is intended, and all required Reports and other reports and documents, including declarations and certificates, in respect of the Sub-project have been submitted to the Province.

“Sub-project Completion Date” means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

"Term" means the period of time described in section A.3.1 (Term).

"Third Party" means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

"Timelines" means the Project schedule described in Sub-schedule "C.1" (Program Funding Request).

"Total Financial Assistance" means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A.2.1 **General.** The Recipient represents, warrants, and covenants that:

(a) it is, and will continue to be, 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 Requirements of Law related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants and covenants that it has, 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 organization;

(b) procedures to enable the Recipient's ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient 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 A.7.0 (Reporting, Accounting and Review); and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

A.3.0 TERM OF THE AGREEMENT

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

(a) provide the Recipient up to the Maximum Funds, which will be no greater than 50% of the total Eligible Expenditures, for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

(a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:

(i) any Funds to the Recipient unless the Recipient fulfils all of the special conditions listed in section A.34.1 (Special Conditions); and

(ii) instalments of Funds unless the Province and Canada are satisfied with the progress of the Project;

(b) 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 A.7.1 (Preparation and Submission); and

(c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any 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 Budget, or both; or

(ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

A.4.3 **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; and

(d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada.

A.4.4 **Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing PTIF funds it receives from Canada to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

A.4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A.4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

(a) deduct an amount equal to the interest from any further instalments of Funds; or

(b) demand from the Recipient the repayment of an amount equal to the interest.

A.4.7 **Maximum Funds.** The Recipient acknowledges that:

(a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;

(b) if Canada's total contribution from all federal sources, including the Funds, towards the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

(c) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.8 **Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.

A.4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient 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.

A.4.10 **Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

(a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;

(b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;

(c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and

(d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

A.4.11 **Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a **"Shortfall"**), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remedying).

A.4.12 **Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.13 **Project Incrementality.** The Recipient acknowledges, as attested in the Public Transit Infrastructure Fund (PTIF) Attestation Form attached as Schedule "L" (Public Transit Infrastructure Fund (PTIF) Attestation Form), that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

A.4.14 **Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

(a) the Recipient fulfils all of its obligations under the Agreement; and

(b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS

A.5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

(b) comply to the extent applicable with:

(i) its policies and procedures; and

(ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

A.5.2 **Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

(a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.2(a);

(b) compliance with all applicable Requirements of Law including, without limitation, labour and human rights legislation; and

(c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule "H" (Disposal of and Revenues from Assets).

A.6.0 CONFLICT OF INTEREST

A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A.7.0 REPORTING, ACCOUNTING AND REVIEW

A.7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized representative of the Recipient.

A.7.2 **Record Maintenance and Audit.**

(a) The Recipient will keep and maintain:

(i) proper, accurate, and in a manner consistent with generally accepted accounting principles financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Funds or otherwise to the Project;

(ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and

(iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

A.7.3 **Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);

(b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A.7.4 **Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.

A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.1 of the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).

A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).

A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).

A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA

A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.3 **AIA.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.4 **Information Sharing with Province and Canada.** The Recipient acknowledges that:

(a) the Province or Canada may request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and

(b) the Province may share any information it receives from the Recipient pursuant to the Agreement with Canada.

A.10.0 INDEMNITY

A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, in any way arising out of (whether directly or indirectly) or in connection with the Project, the Recipient or the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.

A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A.10.3 **Province's Election.** The Province or Canada, or both, 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 or Canada under the Bilateral Agreement, at law or in equity. The Province, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province or Canada, as applicable, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.

A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, PTIF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

A.11.0 INSURANCE

A.11.1 **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 $2,000,000.00 per occurrence and policy aggregate. The policy will include the following:

(a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A.11.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

(ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A.12.0 TERMINATION ON NOTICE

A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and

(ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA

A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:

(a) cancel all further instalments of Funds;

(b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

A.13.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.14.1 **Event of Default.** If, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(a) carry out the Project;

(b) use or spend Funds; or

(c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b),

this event will constitute an Event of Default.

A.14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A.14.3 **Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A.14.4 **Recipient Not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A.14.5 **When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

A.15.0 FUNDS AT THE END OF A FUNDING YEAR

A.15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default),

if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand the return of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A.16.0 FUNDS UPON EXPIRY

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A.17.0 REPAYMENT

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

(a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

(b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 **Debt Due.** If, pursuant to the Agreement:

(a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.18.0 NOTICE

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

A.18.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

A.18.3 **Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A.19.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A.20.0 SEVERABILITY OF PROVISIONS

A.20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any

other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A.21.0 WAIVER

A.21.1 **Waivers in Writing.** If a Party fails to comply with any term 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 A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.22.0 INDEPENDENT PARTIES

A.22.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

A.24.0 GOVERNING LAW

A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.25.0 FURTHER ASSURANCES

A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things

necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.26.0 JOINT AND SEVERAL LIABILITY

A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.27.0 RIGHTS AND REMEDIES CUMULATIVE

A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.28.1 **Other Agreements.** If the Recipient:

(a) has failed to comply 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.

A.29.0 SURVIVAL

A.29.1 **Survival.** The Parties' rights and obligations, which by their nature, extend beyond the termination of the Agreement including, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will survive any expiry or termination of the Agreement and continue in full force and effect: Articles 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other

applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada), A.7.7 (Third Parties), A.7.8 (Project Evaluation), A.7.9 (Calculations), Articles A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada), A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), and Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

A.30.0 ENVIRONMENTAL ASSESSMENT

A.30.1 **Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient's obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessment) have been met.

A.31.0 ABORIGINAL CONSULTATION

A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

A.32.0 COMMITTEE

A.32.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the "Committee").

A.32.2 **Notice of Establishment of Committee**. Upon Notice from the Province, at the Province's sole discretion, the Parties agree to hold an initial meeting to establish, in accordance with Schedule "K" (Committee), the Committee described in section A.32.1 (Establishment of Committee).

A.33.0 DISPUTE RESOLUTION

A.33.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

A.33.2 **Examination by the Committee and Parties.** The Parties agree, if a contentious issue arises and a Committee has been established under section A.32.1 (Establishment of Committee), to refer the contentious issue to the Committee for examination. In the absence of a Committee, the Parties agree to examine the contentious issue.

A.33.3 **Potential Dispute Resolution by Committee.** The Parties agree that the Committee or the Parties will, as applicable and in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within, if the Committee, 30 Business Days, or, if the Parties, 90 Business Days of receipt of a Notice of a contentious issue.

A.33.4 **Potential Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.

A.33.5 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.

A.33.6 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

A.34.0 SPECIAL CONDITIONS

A.34.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

(a) on or before the Effective Date, the Recipient providing the Province with:

(i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming the authorized representatives of the Recipient for the Agreement;

(ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance); and

(iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution.

(b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,

(i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;

(ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and

(iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with, if the Recipient does not own the land on which the Project is carried out, each of the land-owners upon which the Project is carried out.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.34.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remedying).

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION

Maximum Funds	$ 94,584.00
Expiry Date	March 31, 2020
Contact information for the purposes of Notice to the Province	**Address:** Public Transit Infrastructure Fund Phase One Municipal Transit Policy Office Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8 **Phone:** 416-585-6312 **Fax:** 416-585-7343 **Email:** PTIF@ontario.ca
Contact information for the purposes of Notice to the Recipient	**Position:** [insert missing information] **Address:** [insert missing information] **Phone:** [insert missing information] **Fax:** [insert missing information] **Email:** [insert missing information]
Authorized Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	**Position:** Manager, Municipal Transit Policy Office

Authorized Representative designated by the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.7.2 (Amending Agreement for Minor Changes to the Reporting)	**Position:** [insert missing information]
Contact Information for the authorized representative of the Recipient to respond to requests from the Province related to the Agreement	**Position:** [insert missing information] **Address:** [insert missing information] **Phone:** [insert missing information] **Fax:** [insert missing information] **Email:** [insert missing information]

SCHEDULE “C”
PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Program Funding Request).

C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Program Funding Request).

C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES

C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.

C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SUB-SCHEDULE "C.1" PROGRAM FUNDING REQUEST

Project Information										Federal Land	Financial Information							Project Objectives			Incrementality	Risk Assessment
Unique Project ID	Ultimate Recipient	Project Location	Actual Project Site (Civic Address or Geo Coordinates)	Project Title	Project Description	Eligible Investments Category	Project Nature	Forecasted Start Date (YYYY/MM/DD)	Forecasted End Date (YYYY/MM/DD)	Project Located on Federal Land (Y/N)	Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)	Increased Capacity or Lifespan of the Asset (Y/N)	Enhanced Service (Y/N)	Improved Environmental Outcomes (Y/N)	Evidence of Incrementality (Y/N)	Risk Factors
TEC-001	Tecumseh, Town of	Tecumseh, Town of	1189 Lacasse Blvd, Tecumseh, ON N8N 2C7	Purchase a low floor accessible community transit bus to replace an existing transit bus	Replace existing Cutaway Style Community Transit Bus with a Cutaway Style Low Floor Accessible Community Transit Bus. The Low Floor Accessible Bus would improve the accessibility of the transit bus/system and enable boardings to be done more efficiently. This would, in turn, improve the timing of the route making the Tecumseh Transit System more reliable.	I. Capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility and/or safety of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, or other existing public transit capital assets; refurbishment or replacement of existing rolling stock; and replacement or enhancement of transit stations);	New	2016-11-10	2016-12-22	N	$ 190,000.00	$ 190,000.00	$ 94,584.00		$ 50,000.00	$ 45,416.00		N	Y	N	Y	Process is subject to an RFQ process. Accordingly, delivery of the vehicle could be delayed until early 2017.
											$ 190,000.00	$ 190,000.00	$ 94,584.00	$ -	$ 50,000.00	$ 45,416.00	$ -					

SCHEDULE "D"
REPORTING

D.1.0 DEFINITION

D.1.1 **Definition.** For the purposes of this Schedule "D" (Reporting):

"Reporting Guidelines" means the reporting provided by the Province that provides direction to the Recipient on completing Reports.

D.2.0 REPORTING

D.2.1 **Types of and Timelines for Reports.** The Recipient will submit Progress Reports, Outcomes Progress Reports and a Final Progress Report to the Province for each Sub-project as required and within the timelines in Schedule "J" (Requests for Payment and Payment Procedures).

D.2.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.3.0 (Progress Reports and Final Progress Report) and the Outcomes Progress Reports are described in Article D.4.0 (Outcomes Progress Reports).

D.3.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

D.3.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Progress Report and Final Progress Report. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to "Project" in the template refer to "Sub-project" as defined in the Agreement. The use of the term "Project" is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information			
Unique Project ID	Ultimate Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Claim Information		
Total Incurred Eligible Cost	Total Claimed To Date (including This claim)	Amount Claimed

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (YYYY/MM/DD)	Forecasted End Date (Updated from Project List) (YYYY/MM/DD)	Actual Start Date (YYYY/MM/DD)	Actual End Date (YYYY/MM/DD)

Progress Information			Risk Assessment	
Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

D.4.0 OUTCOMES PROGRESS REPORTS

D.4.1 **Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. The Recipient will use the Reporting Guidelines provided by the Province in submitting each Outcomes Progress Report. Also, each Outcomes Progress Report will include the information described in the template below in paragraph D.4.1 (a) (Baseline Data and Results on Progress on Outcomes Template).

(a) Baseline Data and Results on Progress on Outcomes Template

The Recipient will provide the baseline data for the performance indicators identified below to the Province for the first Outcomes Progress Report.

Except for the first Outcomes Progress Report, the Recipient will provide the results on outcomes based on the performance indicators identified below for all Outcomes Progress Reports.

For greater clarity and for consistency with tables Ontario has received from Canada pursuant to the Bilateral Agreement, references to:

- "Project/project" in the table below refer to "Sub-project" as defined in the Agreement;
- "funded investments", "funded" and "funding" in the table below refer to "Funds" as defined in the Agreement; and
- "PTIF recipient" in the table below refer to "Recipient" as defined in the Agreement.

PTIF Outcome		PTIF Indicator	Baseline data	This section to be updated at each reporting cycle	
				Result	# of Projects Affected
				Provide cumulative results on completed projects from start of Program	
1	Projects that support modernization	Number of funded transit system projects that have incorporated modern, innovative technology	Not applicable, baseline is zero		
2	Funded plans are being implemented	Number of funded plans or studies that led to informed decisions on investments	Not applicable, baseline is zero		

3	Improved rehabilitation	Average number of years of useful life remaining on applicable transit assets, extended as a result of funded investments			
4		Percentage of assets that have improved their physical condition rating as a result of funding			
5		Average percentage decrease in unplanned service interruptions per month (not related to weather) that can be attributed to funded investments			
6	Increased safety	Number of funded transit system projects that have added safety features or equipment	Not applicable, baseline is zero		
7		Estimated percentage decrease in incidents (collision and non-collision) that can be attributed to funded investments			
8	Increased accessibility	Average increase in the percentage of transit system fleets that are low-floor accessible, as a result of funding			
9	Improved efficiency	Average life cycle cost of applicable transit system assets after completion of funded investments			
10		Average litres of fuel per passenger-kilometre after completion of funded investments			

11		Total estimated cubic-meters of natural gas saved as a result of funded investments			
12		Total estimated kilowatt-hours saved as a result of funded investments			
13	Transit systems are expanding	Total of new passenger-kilometres travelled as a result of funded system expansion projects			
14		Number of early works projects that lay the foundation for future transit system expansion (additional indicator)	Not applicable, baseline is zero		
15		Number of funded projects that support active transportation (additional indicator)	Not applicable, baseline is zero		
16	Projects are Incremental	Total value of capital expenditures for transit projects by PTIF recipient			

D.5.0 ABORIGINAL CONSULTATION RECORD

D.5.1 **Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

D.6.0 RISK ASSESSMENT

D.6.1 **Further Details on Risk Assessment.** Upon the Province's written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Reports.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTING)

D.7.1 **Minor changes to the Reporting**. Subject to section D.7.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.

D.7.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.7.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

SCHEDULE "E"
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule "E" (Eligible Expenditures and Ineligible Expenditures):

"Eligible Investments" means the Eligible Investments described in section E.2.2 (Eligible Investments).

"Ineligible Expenditures" means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule "E" (Eligible Expenditures and Ineligible Expenditures).

E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

(a) capital projects for the rehabilitation, optimization and modernization of public transit infrastructure, or that improve the efficiency, accessibility or safety, or both, of public transit infrastructure (including rehabilitation or enhancement of existing guide ways, maintenance and storage facilities, transit stations or other public transit capital assets, refurbishment or replacement of existing rolling stock, intelligent transportation systems and replacement or enhancement of transit stations);
(b) expenditures to support the asset management capacity of a public transit system;
(c) expenditures to support the design and planning for the expansion and improvements to public transit systems, including transportation demand management measures and studies and pilot projects related to innovative and transformative technologies; and
(d) projects for system expansion, which may include active transportation, if they can be completed within the PTIF timeframe.

E.2.3 **Scope of Eligible Expenditures.** Eligible Expenditures are the direct costs which are, in the Province's opinion, properly and reasonably incurred by the Recipient for the Project between April 1, 2016 and March 31, 2019 and Eligible Investments. Eligible Expenditures incurred between the period of April 1, 2018 and March 31, 2019 will be subject to the prior written approval of Canada and the Province and limited to a maximum of 25% of the Maximum Funds. Eligible Expenditures include only the following:

(a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project, excluding the costs identified under Article E.3.0 (Ineligible Expenditures);
(b) costs of Aboriginal consultation and, where appropriate, accommodation;
(c) costs of construction carried out in-house by the Recipient; and
(d) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

E.3.0 INELIGIBLE EXPENDITURES

E.3.1 **Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

(a) costs incurred prior to April 1, 2016 and costs incurred after March 31, 2019, unless otherwise approved pursuant to paragraph E.2.3(d);
(b) except as otherwise specified in the Agreement and at the Province's sole discretion, costs incurred for cancelled Projects;
(c) land acquisition;
(d) leasing land, buildings and other facilities;
(e) leasing equipment other than equipment directly related to the construction of the Project;
(f) real estate fees and related costs;
(g) financing charges;
(h) legal fees and loan interest payments, including those related to easements (e.g., surveys);
(i) any goods and services costs which are received through donations or in kind;
(j) taxes for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
(k) costs associated with operating expenses and regularly scheduled maintenance work;
(l) costs incurred by the Recipient for the purpose of the Project Evaluation; and
(m) other costs which are not specifically listed as Eligible Expenditures under Article E.2.0 (Eligible Expenditures and Eligible Investments) and which, in the opinion of the Province, are considered to be ineligible.

E.3.2 **Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

(a) costs of developing the business case for the purposes of applying for provincial funding for the Project;

(b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
(c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
(d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
(e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
(f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
(g) carrying costs incurred on the funding share of any funding partner other than the Province;
(h) costs associated with municipal staff travel and any Third Party;
(i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
(j) legal costs incurred by the Recipient; and
(k) Recipient's upgrades not expressly approved by the Province;

E.3.3 **Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

(a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
(b) upgrades to materials and design beyond existing municipal standards; and
(c) corridor and urban design enhancements over and above those that are described for the Project.

SCHEDULE "F"
EVALUATION

F.1.0 PROJECT EVALUATION

F.1.1 **Recipient's Participation in Project Evaluation**. The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or PTIF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.

F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient's Participation in Project Evaluation) will be made available to the public.

SCHEDULE "G"
COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule "G" (Communications Protocol):

"Communications Activities" include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

"Joint Communications" are events, news releases, and signage that relate to the promotion of the Program, PTIF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.

G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

G.4.0 JOINT COMMUNICATIONS

G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.

G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.

G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.

G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 20 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.

G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).

G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

G.5.0 INDIVIDUAL COMMUNICATIONS

G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.

G.5.2 **Restrictions.** Each Party may include general PTIF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G.6.0 OPERATIONAL COMMUNICATIONS

G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise in respect of a Project or the PTIF.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.

G.8.2 **Federal Funding Recognition.** Unless otherwise agreed by Canada, the Province or the Recipient will produce and install a sign to recognize Canada's funding at the Project site in accordance with current federal signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's contribution and will be approved by Canada.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.8.8 **Canada's Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's financial contribution received for the Project.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE "H"
DISPOSAL OF AND REVENUES FROM ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"Local Government" means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Gas Tax Funds Implications.** Despite section H.2.2 (Repayment) and unless the Province otherwise requires in writing, the Recipient agrees that the terms and conditions under the Ministry of Transportation Dedicated Gas Tax Funds for Public Transportation Program (the "Dedicated Gas Tax Program") will apply to any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with funds from the Dedicated Gas Tax Program, in addition to the Funds, if the Recipient proposes to sell, lease, encumber or use in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any such Asset.

H.2.2 **Repayment.** Subject to sections H.2.1 (Gas Tax Funds Implications) and H.2.3 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance if, at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province's written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set out below:

Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.3 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.2 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment provided for in section H.2.2 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

H.3.0 REVENUES FROM ASSETS

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

SCHEDULE "I"
ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

"Aboriginal Community" includes First Nation, Métis and Inuit communities or peoples of Canada.

"Aboriginal Consultation Plan" means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

"Aboriginal Consultation Record" means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Community is required, the Recipient agrees that:

(a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and

(b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province's or Canada's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

(a) of contact by any Aboriginal Communities regarding the Project; or

(b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 **Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE "J"
REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule "J" (Requests for Payment and Payment Procedures):

"Final Payment" means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit each Sub-project request for payment for Eligible Expenditures to the Province semi-annually and on a date to be specified by the Province at its sole discretion, and, subject to paragraph K.4.1 (f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

(a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule "J.1" (Form of Request for Payment Form), fully and accurately completed by an authorized representative of the Recipient;

(b) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;

(c) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule "J.2" (Form of Certificate from Recipient), by an authorized representative of the Recipient;

(d) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized representative of the Recipient;

(e) for each request for Final Payment, the Final Progress Report and last Outcomes Report, acceptable to the Province, for the period to which the request for payment relates;

(f) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province and in addition to the Declaration of Sub-project Completion, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;

(g) if the Province so requests, a copy of all documentation provided to the Recipient by the authorized representative of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (c), (d) and (f); and

(h) such other information as the Province may request.

J.4.0 PAYMENTS

J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, including the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment prior to September 1, 2019.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 1, 2019.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Sub-project, following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, the Final Progress Report and last Outcomes Progress

Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to Paragraph A.4.1 (a), the Province will pay the Holdback when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

SUB-SCHEDULE "J.1"
FORM OF REQUEST FOR PAYMENT FORM
PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO)
TRANSFER PAYMENT AGREEMENT

REQUEST FOR PAYMENT FORM

PART 1: RECIPIENT INFORMATION

Recipient Name: _____ **Date:** _____

Recipient Contact and Phone Number:_____

Project Title: _____

Unique Project ID: _____

Total Project Cost: _____

Total Eligible Cost: _____

Period Covered by Claim: _____

Project Claim #: _____

PART 2: NEW INVOICE						
Date of Invoice	Period of Work Performed		Vendor Name	Date Paid	Description of Cost	Eligibility Category per Schedule "E" (Eligible Expenditures and Ineligible Expenditures)
	From	To				

PART 2: NEW INVOICE (CONTINUED)								
Amount Claimed ($)	Other Federal Contribution ($) – Eligible Expenditures	Provincial Contribution ($) - Eligible Expenditures	Municipal Contribution ($) – Eligible Expenditures	Other Contribution ($) - Eligible Expenditures	Ineligible Amount ($)	Provincial Holdback (10%)	Total Funds Requested ($)	Notes
								Total

PART 3: SUMMARY OF COSTS INCURRED	
Amount Claimed ($)	
Total Incurred Eligible Cost	
Total Claimed To Date	

Recommended for payment request:

_____ _____

Date **[insert/print the name and title of the Recipient's authorized representative]**

I have authority to bind the Recipient.

Recommended for payment:

_____ _____

Date **[insert/print the name of the Director]**
Director, Transit Policy Branch

SUB-SCHEDULE "J.2"
FORM OF CERTIFICATE FROM RECIPIENT

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO) TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM RECIPIENT

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

    a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

    b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

    c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement; and

    d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.

2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Progress Report and Outcomes Progress Report is true and accurate.

3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of $ _____ on account of the Province's contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

_____	_____
Name:	Witness Name:
Title:	Title:
[insert name and title of the Recipient's authorized representative]	

I have authority to bind the Recipient.

SUB-SCHEDULE "J.3"
FORM OF DECLARATION OF SUB-PROJECT COMPLETION

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO) TRANSFER PAYMENT AGREEMENT

DECLARATION OF SUB-PROJECT COMPLETION

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert address of the Recipient's authorized representative]**

Attention: **[insert the name and title of the Recipient's authorized representative]**
Email: **[insert email address of the Recipient's authorized representative]**
Telephone No.: **[insert telephone number of the Recipient's authorized representative]**
Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:

   a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;

   b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.34.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

   c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the cost and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;

   d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;

   e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:

      i. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "**Sub-project Completion Date**");

      ii. was carried out by _____ **[insert the name of the prime contractor]**, between _____ **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;

      iii. was supervised and inspected by qualified staff;

      iv. conforms with the plans, specifications and other documentation for the work;

      v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

vi. conforms with Schedule “C” (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing; and

vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.

2. The information in respect of the Sub-project **[insert the Sub-project unique ID and title]** that is contained in the attached Request for Payment Form, Final Progress Report and last Outcomes Progress Report is true and accurate.

3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.

4. The value of completed work on the Sub-project is $ _____ **[insert the amount in Canadian dollars]**.

The Recipient hereby requests a payment in the amount of $ _____ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

_____	_____
Name:	Witness Name:
Title:	Title:
[insert name and title of the Recipient’s authorized representative]	
I have authority to bind the Recipient.	

SUB-SCHEDULE "J.4"
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER

PUBLIC TRANSIT INFRASTRUCTURE FUND (PTIF) PHASE ONE (ONTARIO) TRANSFER PAYMENT AGREEMENT

CERTIFICATE FROM PROFESSIONAL ENGINEER

TO: Public Transit Infrastructure Fund Program
Municipal Transit Policy Office
Ontario Ministry of Transportation
777 Bay St., 30th Floor
Toronto, ON M7A 2J8

Attention: Manager, Municipal Transit Policy Office
Email: PTIF@ontario.ca
Telephone No.: 416-585-6312
Facsimile No.: 416-585-7343

FROM: **[insert the address of the professional engineer]**

Attention: **[insert the name and title of the professional engineer]**
Email: **[insert the email address of the professional engineer]**
Telephone No.: **[insert the telephone number of the professional engineer]**
Facsimile: **[insert the facsimile number of professional engineer]**

RE: **Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement - Sub-project [insert the Sub-project unique ID and title]**

In the matter of the Public Transit Infrastructure Fund (PTIF) Phase One (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the "Recipient"), on _____, _____ (the "Agreement").

I, _____ **[insert the name and title of the professional engineer]**, a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the new or expansion Sub-project **[insert the Sub-project unique ID and title]**:

    a. has reached Sub-project Completion, as defined in the Agreement, on the _____ day of _____ 20___ (the "**Sub-project Completion Date**");

    b. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and _____ **[insert the Sub-project Completion Date]**;

    c was supervised and inspected by qualified staff;

    d. conforms with the plans, specifications and other documentation for the work;

    e. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;

    f. conforms with Schedule "C" (Project Description, Budget and Timelines) to the Agreement, except as the Province has otherwise approved in advance and in writing;

    g. conforms with the requirements provided for in paragraph A.4(10(d) of Schedule "A" (General Terms and Conditions) to the Agreement to comply with industry standards; and

h. can be completed by **[insert either March 31, 2018 or, if Canada and the Province have provided their prior written approval, the approved date]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

_____	_____
Name:	Witness Name:
Title:	Title:
[insert name and title of the professional engineer]	

SCHEDULE "K"
COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 **Establishment and Term of Committee.** If the Province establishes a Committee, pursuant to section A.32.1 (Establishment of Committee), within 60 days of the Effective Date, at the Province's sole discretion, the Parties will hold an initial meeting to establish a committee to oversee the Agreement (the "Committee"). The Committee's mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS AND OBSERVERS

K.2.1 **Appointments by the Province.** The Province will appoint two persons as members of the Committee.

K.2.2 **Appointments by the Recipient.** The Recipient will appoint two persons as member of the Committee.

K.2.3 **Chairs of the Committee.** The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, to replace him or her will act as co-chair in his or her place.

K.2.4 **Non-committee Member Staff.** The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 **Rules of Committee.** The Committee will:

(a) within 30 days of its initial meeting, establish rules and procedures with respect to its meetings and those of any of its sub-committees, including and consistent with those in this Schedule "K" (Committee);

(b) meet at least two times a year, and at other times at the request of a co-chair; and

(c) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 **Quorum.** A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

(a) monitoring compliance of the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), with the terms and conditions of the Agreement;

(b) acting as a forum to resolve potential issues/disputes and address concerns;

(c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;

(d) approving and ensuring audit plans are carried out as per the Agreement;

(e) establishing sub-committees as needed;

(f) at the request of the Province, review requests for payments; and

(g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

(a) the co-chairs will be the only voting members on the Committee; and

(b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

(a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;

(b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, agendas and minutes of meetings of the Committee and its subcommittees, and contracts;

(c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;

(d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;

(e) promptly inform the Committee of all proposed changes to the Project; and

(f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee’s satisfaction, project status information and outcomes data related to Schedule “D” (Reporting).

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SCHEDULE "L"

Public Transit Infrastructure Fund (PTIF) Attestation Form

Luc Gagnon, Director of Financial Services and Treasurer
Town of Tecumseh
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

I, Luc Gagnon, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.

2. Project Incrementality has been met when one of the following conditions has been met:

   i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
   ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario's 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

Dated, this 17th day of October, 2016.

Signature
Luc Gagnon, Director of Financial Services and Treasurer

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-45

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and The Skate Pro.

WHEREAS The Corporation of the Town of Tecumseh ("Town") is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

AND WHEREAS The Skate Pro ("Concessionaire") has applied to the Town for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

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 an Agreement between The Corporation of the Town of Tecumseh and The Skate Pro dated the 1st day of June, 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 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 27th day of June, 2017.

_____
Gary McNamara, Mayor

"SEAL"

_____
Laura Moy, Clerk

THIS AGREEMENT made this 1st day of June, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
hereinafter called the "Corporation"

OF THE FIRST PART

-and-

THE SKATE PRO
hereinafter called the "Concessionaire"

OF THE SECOND PART

WHEREAS the Corporation is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

AND WHEREAS the Concessionaire has applied to the Corporation for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

WITNESSETH that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

THE OWNER COVENENTS AND AGREES:

1. The Corporation hereby grants permission to the Concessionaire to operate a skate shop, skate sharpening and sporting goods concession in the Tecumseh Arena, located in the lobby and in the area adjacent to the player's hallway, with an area of 210 square feet, for the period from the 1st day of June, 2017, to the 30th day of April, 2018.

2. To provide the required utilities and pay for the same.

THE TENANT COVENANTS AND AGREES:

1. The Concessionaire hereby covenants and agrees to pay to the Corporation, rent as follows:

   a) On the first day of each month commencing the 1st day of June, 2017 through to and including April 30th, 2018, the sum of $330.00 plus HST.

2. The Lessee shall pay to the Owner all monies owed by the first (1st) day of the month following the month that such charges were incurred. Interest at the rate of one and one-half percent (1.5%) shall be charged on all accounts that are thirty (30) days overdue from the date that the month statements are issued.

3. The Concessionaire further covenants and agrees to supply, install and provide the following:

   a) Ice skate sharpening machines;
   b) A blower system for skate sharpening machines in order to keep the skate shop free of grindings, filings and dust.

4. That all shelving and cupboards contained in the room are the property of the Concessionaire;

5. That no re-modeling or structural changes will be made to the room without the prior consent of the Director, Parks & Recreation Services;

6. To be responsible for the maintenance of the room and all related equipment;

7. The Concessionaire further covenants and agrees to keep the premises used by them in a clean and sanitary condition at all times and to pick up and remove all waste paper or other materials resulting from the operation of the skate shop.

8. To indemnify and save harmless the Corporation, absolutely from all liabilities however arising, caused or having to do in any way with Concessionaire's rental of the Corporation's facilities;

9. To provide the Corporation with proof of liability insurance from the Concessionaire's insurance carrier of not less than two million ($2,000,000.00) with the Corporation named as an additional named insured for the duration of this agreement.

10. This agreement may not be transferred or assigned by the Concessionaire. The Concessionaire shall not sublet any portion of the sports/skate shop areas without written approval from the Corporation.

11. Upon termination of this agreement the Concessionaire shall at its own expense remove all of its chattels from the premises and leave the skate shop area in a clean and well maintained state of repair. The Concessionaire shall not be entitled to be compensated for any of the improvements which the Concessionaire may have made to the skate shop area;

12. It is further understood and agreed that at the commencement of each season, the parties hereto shall meet to review and agree upon hours of operation of the Concessionaire's business to ensure such business is open during peak hours of operation.

13. The Concessionaire shall comply with all requirements of the *Workplace Safety & Insurance Act*, the *Occupational Health and Safety Act, Environmental Protection Act* and all other applicable law, regulations and by-laws. The Concessionaire shall provide proof from time to time upon request from the Corporation and forthwith upon execution of this document a valid clearance certificate issued by the Workplace Safety and Insurance Board. The Contractor represents to the Corporation and shall ensure that all its employees, agents, volunteers, or others for whom the Concessionaire is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005 as amended (the "Act").

14. It is further understood and agreed that upon the failure of the Concessionaire to carry out any of the provisions of this agreement or any renewal thereof or upon the failure of the parties to agree on minimum hours of operation, this Agreement may be cancelled by either party upon ninety (90) days written notice.

15. Notwithstanding paragraph 1, the Corporation may terminate this agreement at any time if the Concessionaire fails to perform any of its covenants and obligations provided that the Corporation provides at least thirty (30) days notice in writing of termination. If within the thirty (30) day period the Concessionaire complies with all covenants and obligations contained in this agreement then the notice of termination will become null and void.

16. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Concessionaire or by the Concessionaire to the Corporation under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Concessionaire, to:
The Skate Pro
647 Gauthier Drive.
Tecumseh, ON N8N 3K8
Attention: Chuck Gravelle

or in the case of the Corporation, to:
Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

or to such other address as either party may from time to time designate by written notice to the other.

17. The Concessionaire has the option to negotiate renewal terms for an additional five (5) year term, upon providing 120 days notice in writing to the Corporation. If the parties are unable to agree to terms of renewal by April 1, 2018, then this agreement will terminate on April 30, 2018.

18. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the *Arbitrations Act*, R.S.O. 1990, Chapter A-24.

647 Gauthier Drive
Tecumseh, ON N8N 3K8

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

SIGNED, SEALED & DELIVERED	)	**THE CORPORATION OF THE**
In the Presence of:	)	**TOWN OF TECUMSEH**
	)	
	)	
_____	)	_____
Date	)	Mayor Gary McNamara
	)	
	)	
_____	)	_____
Date	)	Laura Moy, Clerk
	)	We have authority to bind the Corporation
	)	
	)	**THE SKATE PRO**
	)	
	)	
_____	)	_____
Date	)	Chuck Gravelle
	)	I have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-46

Being a by-law to provide for the repair and
improvements to the Webster 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 Webster Drain;

AND WHEREAS the Town procured a Drainage Report for the Webster Drain and specifications from the consulting engineering firm of Rood Engineering Inc., dated June 1, 2017 [Drainage Report];

AND WHEREAS notice of a Public Meeting to hear comments from the affected property owners was mailed on June 9, 2017;

AND WHEREAS a Public Meeting of Council was held on Tuesday, June 27, 2017, at 6:45 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 Webster Drain is desirable;

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

1. **THAT** the Drainage Report providing for the repair and improvement of the Webster Drain, dated June 1, 2017, as prepared by the consulting engineering firm Rood Engineering Inc. and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.

2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.

3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
   (a) Grants received under Section 85 of the said Act;
   (b) Commuted payments made in respect of land and roads assessed.

4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

5. **THAT** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.

6. **THAT** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.

7. **THAT** this by-law shall come into force upon and after the final passing thereof.

READ a first and second time this 27th day of June, 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

WEBSTER DRAIN

E09WE(110)

Pearce Bridge Replacement

Geographic Township of Sandwich South

TOWN OF TECUMSEH

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
519-735-2184

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621

REI Project 2016D058
June 1st, 2017

June 1st, 2017

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

Mayor McNamara and Members of Council:

WEBSTER DRAIN E09WE(110)
Replacement Bridge for Craig & Christine Pearce (410-00700)
Geographic Twp. of Sandwich South
REI Project 2016D058
Town of Tecumseh, County of Essex

I. INTRODUCTION

In accordance with the instructions provided at your January 24th, 2017 meeting and received from the Town by letter dated March 14th, 2017, from Laura Moy, your Director Staff Services/Clerk, we have prepared the following report that provides for a replacement access bridge serving the agricultural lands owned by Craig and Christine Pearce, in the North Part of Lot 2, Concession 9, in the former geographic township of Sandwich South, Town of Tecumseh. The Webster Drain comprises of an open channel drain which generally runs westerly, starting at the 10th Concession Road, crossing the 9th and 8th Concession Roads, and Walker Road before extending to its outlet in the Merrick Creek. The drain was constructed pursuant to the Drainage Act. A plan showing the Webster Drain alignment, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

Our appointment and the works relative to the construction of the above-mentioned replacement access bridge in the Webster Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera, for the proposed bridge replacement installation, and we report thereon as follows.

II. BACKGROUND

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

1)	July 26th, 1983	Webster Drain	Maurice Armstrong, P.Eng.
2)	January 7th, 2002	Webster Drain	Bruce D. Crozier, P.Eng.
3)	November 4th, 1967	E.A. Sullivan Drain	C.G.R. Armstrong, P.Eng.
4)	December 22, 1992	Mergl Drain	Lou Zarlenga, P.Eng.

The 1983 report by Maurice Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the drain and has the latest profile for the grading of the drain. Subsequent to said report there was a repair, improvement, and relocation report downstream of the proposed drainage works in 2002 by Bruce D. Crozier, P.Eng. The E.A. Sullivan Drain report prepared by C.G.R. Armstrong, P.Eng. in 1967, provided information for the subwatershed entering the Webster Drain downstream of the replacement access bridge location. The Mergl Drain report prepared by Lou Zarlenga, P.Eng. in 1992 provided information on the south watershed limits of the drain upstream of the replacement bridge.

We have utilized the plan and profile within the 1983 Maurice Armstrong, P.Eng. report to establish the size parameters for the drain and the details to be used in establishing the replacement bridge culvert installation. We have also used this Engineer's report to establish the drain profile grades, and to assist us in establishing the design grade for the subject replacement access bridge installation. The Maurice Armstrong and Crozier reports for the Webster Drain, the C.G.R. Armstrong report for the E.A. Sullivan Drain, and the Zarlenga report for Mergl Drain were used to establish the upstream watershed limits for design of the replacement bridge size and establishing the assessment schedule for the works. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the Webster Drain.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the drainage information provided by the Town, we arranged with the Town Drainage Superintendent Sam Paglia, P.Eng., to schedule an on-site meeting for March 8th, 2017. The following people were in attendance at said meeting: Shirley Wilson, Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Gerard Rood did an introduction of the purpose of the meeting. The Town has been alerted to the need for a bridge replacement. The owner was not present for the on-site meeting, however the owner present for the meeting was advised of the history of the drain as outlined above. They were also informed about the July 26th, 1983 report for the drain prepared by Maurice Armstrong, P.Eng.

Important design constraints and options were discussed through correspondence and telephone communication with Christine Pearce. Mrs. Pearce explained that a wider top driveway width was needed for safer access. With a hydro pole obstructing the possibility of extending the driveway southerly from the existing location, it was discussed that the relocation of the existing bridge to the centre of hydro poles two and three from the north property limit will allow for the extra driveway top width desired to be achieved. Additionally, end options were discussed through correspondence.

The owner was advised that the minimum standard top width for an access bridge is 6.1 metres (20 ft.) and that any extra length will be charged 100% to the land owner for construction and future maintenance. The owner requested a top width of 12.2 metres (40 ft.) for ease of access for equipment entering the agricultural lands. The owner was also advised that because the existing bridge is part of the drain, the entire cost of a standard replacement access bridge construction, as well as all the cost for the preparation of the Engineer's Report, will be shared between the affected Owner of the parcel served by the bridge and the upstream lands and roads. The sharing of cost will be as set out in the report. We went on to discuss that sloped quarried limestone on filter cloth ends for the installation is expected to be the most economical end treatment, but the Engineer would contact the owner to advise if there was any change to this. The owner was also advised that the bridge will be installed centred between hydro poles

two and three from the north property limit which is south of the existing bridge with a minimum 12.2m (40 feet) top width as per their request. A standard 5 metre turning radius will be provided at the gravel shoulder to enhance access across the bridge.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owner. The owner was advised that because the Parcel is not designated Farm Property Tax Class Rate it is not grant eligible. It was discussed that owners may debenture the cost of $5,000.00 or greater for the drainage work over a 5 year period to reduce the immediate cost burden of their assessment for the work.

The owner was also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing, and use of aluminized steel material for the bridge installation.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including recording of necessary levels and details to establish the design parameters for the installation of the replacement bridge. We further arranged to get updated assessment roll information from the Town, and obtained information on the tax class of each of the properties affected by the Municipal Drain.

A bench mark was established from the July 26th, 1983 Maurice Armstrong, P.Eng. report, on the centreline of east curb of highway bridge under Snake Lane Road. This said benchmark was utilized in establishing a correlation between the old report and new survey for the bridge. We also surveyed the drain both upstream and downstream of the proposed replacement access bridge and picked up the existing bench mark and culvert elevations in order to establish a design grade profile for the installation of the replacement bridge. We also took cross-sections of the Webster Drain at the general location of the proposed replacement bridge, as necessary for us to complete our design calculations, estimates and specifications.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the Webster Drain. A response from the Conservation Authority was received by email on October 12th, 2016 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk for this Class F Drain and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) former agreement made with the Town pursuant to the Endangered Species Act, 2007. The Agreement plans indicate that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Agreement includes mitigation measures to be followed as outlined in "Schedule C Mitigation Measures" of the former agreement document and a copy of same as it relates to turtles and snakes is included herein in **Appendix "REI-B"**.

For the purposes of establishing the watershed area upstream of the proposed bridge, and determining the pipe size required, we investigated and reviewed the Engineer Reports of Maurice Armstrong, P.Eng. and Bruce D. Crozier, P.Eng. on the Webster Drain, the C.G.R.

Armstrong, P.Eng. report on the E.A. Sullivan Drain, and the Lou Zarlenga, P.Eng. report on the Mergl Drain, and their respective Schedules of Assessment.

V. P.I.C. MEETING, DRAINAGE INFORMATION AND THE DRAINAGE ACT

The Town scheduled a Public Information Centre (P.I.C.) meeting on May 30th, 2017. The meeting was attended by land owners Patricia and Craig Pearce, their site contractor Andy Germani, Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering). Details of the work were discussed and it was established that the owners preferred a top width of 40 feet (12.2m) for easier access by trucks and trailers. They also requested that the replacement bridge be constructed further south along the drain to suit their development plans. The preferred location was established to be between the 2nd and 3rd hydro poles south of their north property limit. We discussed that any increase in costs due to the extra length and location change would be borne by the parcel being served by the access.

Timelines for submission of the final report and scheduling of the Consideration and Court of Revision meetings was discussed. Provided that there are no appeals, it is expected that construction may proceed in September. The tender process will establish the most cost effective price for the works. Contractors who wish to bid on the project must be able to provide the required bonds and insurance and meet the other Town requirements for procurement of services. It was pointed out that the drainage report only includes estimates of the cost for the drainage works and the final billings to the affected owners will be based on the actual final cost to complete the project and be assessed on a pro-rata basis with the values shown in the assessment schedule of the drainage report.

Owners are reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) Appeals Tribunal, and to the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and applicable clarifications are as follows:

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

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded

that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner can notify the Town that the drain requires maintenance and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of improved crop yield and preservation of topsoil on their lands. Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system. As an example, when work is carried out on the Webster Drain downstream of the E.A. Sullivan Drain, the owners in the E.A. Sullivan Drain watershed that are outletting to the Webster Drain will be responsible for a portion of the cost, along with the other owners in the Webster Drain watershed upstream of the drainage works that is conducted. Owners are advised of the 1/3 grant available to agricultural lands that qualify for the Farm Property Tax Class and should be aware that the Town administers the grant process and reflects any available grant on the final billing to each qualified owner.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the O.M.A.F.R.A. Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges is based on the location of same along the overall length of the drainage system. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain when included in an engineer's report and is then to be maintained by the drain with costs shared as set out in the drainage report.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible to guarantee the work performed on the drain with a maintenance period of one year from the date of substantial completion.

VI. FINDINGS AND RECOMMENDATIONS

We find that the profile included in the 1983 report plans by engineer Maurice Armstrong, P.Eng. provides a good fit to the existing profile of the drain. Said report provided for general repairs and improvements to the entire length of the drain that still appear to suit the current conditions of the watershed.

Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that bridge replacement works be carried out as follows:

a) We recommend that all drain improvements, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "REI-A"** attached to this report.

b) As this is an existing Municipal drain, and conditions have not changed and there is no information to indicate any new species concerns, the repair and improvement can be carried out based on the provisions included within the former Agreement that the Municipality had with M.N.R.F. and the mitigation measures included within same. A copy of said mitigation measures is included in **Appendix "REI-B"** within this report. We recommend that any work being completed shall be carried out in accordance with the **Schedule "C" Mitigation Plan** of the former agreement as included in **Appendix "REI-B"** for reference by the land owners, the Town of Tecumseh, and the Contractor who will be conducting the works.

c) As provided for by Section 78 of the Drainage Act we recommend that the subject Pearce bridge located in the Webster Drain be repaired and improved as outlined further in this report including the specifications and the plans that form part of the report.

d) We discussed with the bridge owners that the drain will need to be cleaned downstream of the new bridge to design grade to allow for a sufficient outlet for the new replacement 900mm H.D.P.E. pipe. The owners have accepted this and understand the excavated sediment materials will be spread onto their lands. Since all of the work will be carried out at the existing and proposed new driveway entrance, and within the Pearce Parcel, and because full drain restoration will be provided at the existing bridge, we find that there is no requirement for damages or allowances pursuant to Sections 29 and 30 of the Drainage Act.

Based on all of the above, we recommend that a new replacement access bridge be constructed in the Webster Drain to serve the farm lands of Craig & Christine Pearce, Parcel 410-00700 in Part of Lot 2, Concession 9, former geographic township of Sandwich South at MN 6950 9th Concession Road, Town of Tecumseh. We further recommend that all work shall be done in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

VII. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **THIRTY ONE THOUSAND NINE HUNDRED DOLLARS ($31,900.00)**, made up as follows:

CONSTRUCTION

Item 1) Provide all labour, equipment and material to construct a new replacement access bridge consisting of 20.0 metres (65.6 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe with wrap couplers; remove and dispose of existing pipe, deleterious material, and broken concrete headwalls forming the existing bridge; restore drain embankments and bottom to design grade at existing bridge location; clean to design grade approx. 120 metres of the drain downstream of the bridge new location (to the road crossing culvert); remove and dispose of existing brush, sod, and deleterious material at the new bridge; provide sloped quarried limestone on filter cloth end protection, granular bedding, Granular 'B' backfill, and Granular 'A' approaches; excavation, compaction, silt and sediment controls, quarried

	limestone on filter cloth protection, tile diversions and extensions as needed, cleanup and restoration, complete. (Pearce Bridge) Lump Sum	$	20,100.00
	Net H.S.T. (1.76%) on Construction	$	350.00
TOTAL FOR CONSTRUCTION		**$**	**20,450.00**

INCIDENTALS

1)	Report, Estimate, & Specifications	$	3,500.00
2)	Survey, Assistants, Expenses, and Drawings	$	4,000.00
3)	Duplication Cost of Report and Drawings	$	800.00
4)	Estimated Cost of Letting Contract	$	1,000.00
5)	Estimated Cost of Layout and Staking	$	500.00
6)	Estimated Cost of Part-Time Supervision and Inspection During Construction (based on 1 day duration)	$	800.00
7)	Net H.S.T. on Incidental Items Above (1.76%)	$	190.00
8)	Estimated Cost of Interim Financing	$	200.00
9)	Contingency Allowance	$	460.00
	TOTAL FOR INCIDENTALS	**$**	**11,450.00**
	TOTAL FOR CONSTRUCTION (brought forward)	**$**	**20,450.00**
	TOTAL ESTIMATE	**$**	**31,900.00**

VIII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of the bridge replacement. The design drawings show the subject bridge location and the details of the work, as well as the approximate location within the watershed area. The design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

Also attached, we have prepared Specifications which set out the required construction details for the drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix "REI-C".**

IX. CONSTRUCTION SCHEDULE OF ASSESSMENT

We would recommend that the Total Cost associated with the construction of this replacement access bridge, including incidental costs, be charged against the affected lands and roads in the former geographic township of Sandwich South, Town of Tecumseh in accordance with the attached Schedule of Assessment.

On September 22nd, 2005, the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P., "lands used for agricultural purposes" may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate". The Town provides this information to the Engineer from the current property tax roll. Properties that do not meet the criteria are not eligible for grants. In accordance with same we expect that this project will be qualified for the grant normally available for agricultural lands. The Ministry however, is continually reviewing their policy for grants, and we recommend that the Town monitor the policies, and make application to the Ministry for any grant should same become available through the A.D.I.P. program or other available funds.

X. FUTURE MAINTENANCE

After the completion of the construction of this replacement access bridge, all of same shall be maintained in the future by the Town of Tecumseh.

Furthermore, if any maintenance work is required to the replacement access bridge in the future, we recommend that 73.0% of the future maintenance costs shall be assessed as a Benefit against the abutting property (Parcel 470-00700) being served by the access bridge, which is currently owned by Craig & Christine Pearce, in North Part of Lot 2, Concession 9, and the remaining balance of 27.0% be assessed against the affected upstream lands and roads based on prorating their Outlet Liability assessment in the attached Schedule of Assessment.

We recommend that the bridge structure as identified herein, be maintained in the future as part of the drainage works. We would also recommend that this access bridge in the drain, for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Where concrete, asphalt or other decorative driveway surfaces over the bridge culvert requires removal as part of the maintenance works, these surfaces should also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining parcel served by said access bridge.

Report - Webster Drain E09WE(110) 2017-06-01
(Replacement Bridge for Craig & Christine Pearce)
Town of Tecumseh - REI2016D058

We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the “Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.

Gerard Rood

Gerard Rood, P.Eng.

att.

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT

WEBSTER DRAIN E09WE(110)

(Bridge for Craig & Christine Pearce)

TOWN OF TECUMSEH

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
	9th Concession Road		1.43	0.579	Town of Tecumseh	$ -	$ 259.00	$ -	$ 259.00
	10th Concession Road		4.01	1.623	Town of Tecumseh	$ -	$ 717.00	$ -	$ 717.00
	Total on Municipal Lands.....					**$ -**	**$ 976.00**	**$ -**	**$ 976.00**

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00500	9	Pt. Lot 2	0.37	0.150	Robert Nesbit	$ -	$ 47.00	$ -	$ 47.00
410-02530	9	Pt. Lot 1	0.49	0.198	Eleanor Mergl	$ -	$ 57.00	$ -	$ 57.00
	Total on Privately Owned - Non-Agricultural Lands.....					**$ -**	**$ 104.00**	**$ -**	**$ 104.00**

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-02300	9	Pt. Lot 2	25.32	10.245	Randy & Phyllis Neels	$ -	$ 832.00	$ -	$ 832.00
410-02400	9	Pt. Lot 2	24.64	9.972	Gregory & Cheryl Markham	$ -	$ 810.00	$ -	$ 810.00
410-02500	9	Pt. Lot 2	23.68	9.584	William & Joanne Leon	$ -	$ 778.00	$ -	$ 778.00
410-02540	9	Pt. Lot 2	4.94	1.999	Mergl Seeds Ltd.	$ -	$ 163.00	$ -	$ 163.00

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-03600	10	Pt. Lot 2	25.01	10.120	Dwight & Jody Farough	$ -	$ 822.00	$ -	$ 822.00
410-03900	10	Pt. Lot 2	50.01	20.240	Iskandar El-Khoury	$ -	$ 1,643.00	$ -	$ 1,643.00
	Total on Privately Owned - Agricultural Lands (grantable).....					**$ -**	**$ 5,048.00**	**$ -**	**$ 5,048.00**

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00600	9	Pt. Lot 2	57.10	23.107	Royal Estate Golf Club Ltd.	$ -	$ 1,876.00	$ -	$ 1,876.00
410-00700	9	Pt. Lot 2	25.70	10.401	Craig & Christine Pearce	$ 23,051.00	$ 845.00	$ -	$ 23,896.00
	Total on Privately Owned - Agricultural Lands (non-grantable).....					**$ 23,051.00**	**$ 2,721.00**	**$ -**	**$ 25,772.00**
TOTAL ASSESSMENT			242.70	98.217		**$ 23,051.00**	**$ 8,849.00**	**$ -**	**$ 31,900.00**

==========

1 Hectare = 2.471 Acres
Project No. REI2016D058
June 1st, 2017

SPECIFICATIONS

WEBSTER DRAIN E09WE(110)

Pearce Bridge Replacement

(Geographic Township of Sandwich South)

TOWN OF TECUMSEH

I. GENERAL SCOPE OF WORK

The Contractor shall provide all material, labour, and equipment to construct a new replacement access bridge for the Pearce Parcel south of Municipal Number 6850 Concession Road 9 consisting of 20.0 metres (65.6 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe with wrap couplers in the Webster Drain. The drain is to be cleaned to design grade 3.0 metres upstream of the bridge and approximately 117 metres downstream to the road crossing bridge running under the 9th Concession Road with the excavated material spread on the abutting land. The new replacement access bridge shall be constructed so that the pipe is centred approximately between hydro poles two and three with respect to the north property limit, with the existing 100mm tile outlets abutting Parcel 700-00700 diverted and extended through the new quarried limestone end walls. This location shall be the exact designated location of this access bridge culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary work shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Bench Mark has been set near the proposed access bridge so that same can be utilized for the setting of the new bridge culvert invert grades. The **Bench Mark** is described in the detail plan for the bridge culvert installation along with its elevation**.**

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream and into the Merrick Creek Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work site subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix "REI-A"**.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.

b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.

c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.

d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.

e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) former Municipal Agreement review. A copy of the relevant information that was provided in the Agreement applicable to this work is included herein as part of **Appendix "REI-B"**.

The Contractor is to review **Appendix "REI-B"** in detail and is required to comply, in all regards, with the contents of said M.N.R.F. information, or any future requirements, and follow the special requirements therein included, during construction.

Notwithstanding the above, the Contractor is advised that the Town had a signed **Agreement** with the Ministry of Natural Resources and Forestry (M.N.R.F.) regarding the maintenance operations on Municipal drains and the Endangered Species Act (E.S.A.) 2007. We have reviewed the endangered species maps and any concerns will be provided in **Appendix "REI-B"**. Certain species such as turtles and snakes are mobile and may be encountered during construction. Therefore, the "**SCHEDULE C MITIGATION PLAN"** of the former **Agreement** (pages 13 through 23) has been included in **Appendix "REI-B"** in its entirety for further information and use by the Contractor.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary equipment and materials outlined in the "**SCHEDULE C MITIGATION PLAN"** to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. staff in the proper handling of the endangered species as outlined in the "**MITIGATION PLAN"**, and as may be further directed by the Drainage Superintendent or the M.N.R.F., and shall govern all its operations accordingly.

IV. BRIDGE CONSTRUCTION

When completed, the new replacement access bridge along the centreline of the new culvert shall have a total top width, including the top width of the quarried limestone on filter cloth end walls, of approximately 13.40 metres (44.0ft.) and a travelled driveway width of 12.3 metres (40.4 ft.). The quarried limestone on filter cloth end wall protection shall be installed on a slope no steeper than 1.5 horizontal to 1.0 vertical, and shall extend from the end of the new 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to the top elevation of the driveway.

The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to be provided for this project is to be supplied as no more than three (3) approximately equal lengths of pipe for the bridge, which are to be coupled together with the use of a wrap coupler, secured in accordance with the manufacturer's recommendations. Under no circumstance shall the access culvert for the bridge be provided with more than three (3) lengths of pipe. The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to be utilized for this bridge installation must have a C.S.A. stamp and be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall also note that the placement of the new access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain to design grade along the full length of the bridge pipe and for a distance of 3.05 metres (10.0 ft.) upstream and 117.0 metres (383.9 ft.) downstream of said pipe. Additionally, the drain banks and bottom must be restored to proper slopes and grade where the existing bridge is removed for relocation. The design parameters of the Webster Drain at the location of this new access bridge installation consists of a 0.91m (3.0 ft.) bottom width, 0.05% grade, and 1.5 horizontal to 1.0 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation at the relocated bridge site. The Contractor shall also be required to dispose of all excavated and deleterious materials, as well as any grubbed out materials from this work, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is well above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe, extending from the bottom of the excavation to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer. Downstream to the north of the new location of the replacement bridge, the Contractor shall clean out the drain bottom to the design grade noted as far as the road crossing pipe. The excavated material shall be placed on the adjacent Pearce lands in a windrow or spread out as established with the Drainage Superintendent and the owners. Fill material shall not block any low areas or furrows currently entering the drain.

The installation of the complete length of the new access bridge culvert, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this new access bridge is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe has been satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The Contractor shall secure the pipe ends against floating. The end slopes of the backfill material over the 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe from the invert of said pipe to the top of driveway elevation shall be quarried limestone on filter cloth erosion protection. The end walls shall be extended around onto the drain banks in line with the end of the replacement pipe, all as shown on the plans included in **Appendix "REI-E"**.

The Contractor shall also perform the necessary excavation from the west bank of the drain to the east limit of the roadway pavement to relocate the driveway southerly. This driveway approach from the existing edge of gravel shoulder to approximately the west top of bank shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert top, and include a gore section at the roadside curved protection with a 5.0m radius to the edge of the roadway shoulder, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1m beyond the east top of bank as shown on the plans. The pipe shall have a minimum of 1.20m of cover, and then be graded down to the existing field level at a maximum of 10% grade.

Once the new 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe has been set in place at the required location, the Contractor shall completely backfill same with granular material, and install the quarried limestone on filter cloth protection on both ends of the bridge. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 2), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped quarried limestone end protection installation shall restore the adjacent areas to their original conditions.

The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe for this installation shall be provided with a depth of cover measured from the top of the H.D.P.E. pipe to the top of the granular backfill of approximately 1.20m (47.2") for the new bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Also, for use by the Contractor, we have established a Bench Mark near the site. This Bench Mark is the "*west obvert of 1200mm diameter CSP on Webster Drain crossing 9th Concession Road fronting MN 6950*", with same being **Elevation 54.862 metres**. The new pipe culvert and the backfilling are to be placed on the following basis:

i) The **south (upstream) invert** of the proposed bridge culvert is to be set at Elevation **53.767** metres.

ii) The north **(downstream) invert** of the proposed bridge culvert is to be set at Elevation **53.757** metres.

iii) The centreline of driveway for this bridge installation shall be set to approximately Elevation **56.091** metres at the existing pavement edge, Elevation **55.961** metres at the culvert pipe centreline, and Elevation **55.778** metres at approximately 1 metre east of the east top of bank to match to the existing field grade. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

As a check, all of the above design grade elevations should be confirmed before commencing to the next stage of the new access bridge installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Bench Mark provided for the site.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the road as noted on the plans. The Contractor shall provide a 5.0 meter radius on each side of the entrance and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends which conflict with the bridge installation. All existing lateral tile drains, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "REI-C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint.

The Contractor is to note that the granular driveway approaches extending from the east edge of roadway pavement to the west top of bank of the drain shall consist of granular material M.T.O. Type "A" O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12"), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 98%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 96%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil placement, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works from top of bank to top of bank, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be cut as close to the ground as practical and within the drain banks parallel to the sideslopes. Except as noted herein, stumps shall be left in place and shall be sprayed with a single application of stump killer (Diphenoprop BK700 or approved equal). All removed materials shall be put into piles by the Contractor in locations adjacent to the drain and within the working corridors, where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. In all cases, trees and brush shall be stockpiled on the property on which they were cut. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor shall assume all responsibility for control of the burn, obtaining all utility locates in the area of each burn site, all responsibility for liabilities related to the burning of the brush and smoke generated, and will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. All work shall be carried out in conformance with the Town by-laws for

same as attached to these specifications in **Appendix "REI-D"**. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical on private lands adjacent to the drain and within the working corridors, especially mature trees beyond the drain sideslopes. The landowners will be requested to mark trees that they wish to save if possible and the Contractor shall review the removal of trees with the Drainage Superintendent or Engineer.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Engineer, and the landowners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culvert while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

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

VII. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Engineer during construction. In placing the erosion protection the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the equipment bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude

beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherstburg Quarry, in Amherstburg, Ontario, or equal.

VIII. BENCH MARKS

Also, for use by the Contractor, we have established a Bench Mark along the course of the work at the west obvert of the 1200mm diameter C.S.P. on the Webster Drain crossing the 9th Concession Road fronting MN 6950, as shown on the plans. The Contractor shall work with the Drainage Superintendent or Engineer to transfer the bench mark as necessary to be used in setting the drain and pipe design grades.

In all cases, the Contractor is to utilize the specified bench mark and drain grades to control its work. The Contractor shall ensure that it takes note of the direction of flow and sets all grades to assure that all flows go northerly to match the direction of flow within the drain. The drain bottom design elevation is 10% of the pipe diameter above the replacement pipe invert at the north end of the pipe, being 90mm for the proposed replacement pipe, and has a grade of 0.05% bottom slope.

IX. ANCILLARY WORK

During the course of any work to the replacement bridge access, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the **"Standard Lateral Tile Detail"** included in the plans, unless otherwise noted. Connections shall be made using a manufactured coupling where possible. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

The Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

Although it is anticipated that the bridge work on-site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of each bridge site during the time of construction. The straw bale check dam shall be to the satisfaction of the Town Drainage Superintendent or the Engineer and must be removed upon completion of the construction. The straw bales may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for the bridge repair and improvement.

X. TOPSOIL, SEED AND MULCH

The Contractor will be required to protect grass buffers and driveway accesses along the top of the drain bank where they currently exist. Where any of these are damaged, they shall be fully restored including placement of topsoil. The topsoil shall be prepared for seeding as noted further in these specifications. Should the existing topsoil be treated to prevent grass growth, the Contractor shall strip the existing topsoil material back and spread it on the adjacent field and supply 50mm thick imported topsoil, or topsoil material scavenged from the drain banks at rock protection locations, that is suitable for growing grass.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

All of the work relative to the placement of topsoil and the seeding and mulching operation shall be meticulously done and completed in a good and workmanlike manner all to the full satisfaction of the Town Drainage Superintendent and the Engineer.

XI. GENERAL CONDITIONS

a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.

b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Tecumseh, and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Tecumseh or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.

c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.

d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work

done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.

f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.

g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.

i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.

j) The Contractor will be required to submit to the Town a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work. The Contractor will also be required to submit to the Town a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.

k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the

Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than $2,000,000.00 on this project, and shall name the Town of Tecumseh and its officials, and the Consulting Engineer and its staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Municipal Clerk and the Consulting Engineer prior to the commencement of work.

m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:

i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board

ii) proof of advertising

iii) a Statutory Declaration, in a form satisfactory to the Consulting Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its subsequent amendments have been adhered to by the Contractor.

n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee CCDC2 shall govern and be used to establish the requirements of the work.

APPENDIX “REI-A”

Gmail **Gerard Rood <gerard.reinc@gmail.com>**

FW: Webster Drain - Notice of On-Site Meeting - E09WE(110)

1 message

Cynthia Casagrande <CCasagrande@erca.org> Wed, Mar 8, 2017 at 11:05 AM
To: Sam Paglia <spaglia@tecumseh.ca>
Cc: "lmoy@tecumseh.ca" <lmoy@tecumseh.ca>, Gerard Rood <gerard@roodengineering.ca>, Dan Jenner <DJenner@erca.org>

Dear Sam:

This office has received the Notice of On-Site Meeting scheduled for today, March 08, 2017 regarding the proposed repair and maintenance to the Webster Drain. Unfortunately, we are unable to attend this meeting.

We note that the comments contained in the email below are still applicable.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Coordinator

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

(519) 776-5209, Ext. 349

From: Cynthia Casagrande
Sent: Wednesday, October 12, 2016 10:23 AM
To: 'Sam Paglia' <spaglia@tecumseh.ca>
Cc: 'Gerard Rood' <gerard@roodengineering.ca>; 'pbartnik@tecumseh.ca' <pbartnik@tecumseh.ca>; Dan Jenner <DJenner@ERCA.org>
Subject: Webster Drain - Notice of Request for Repair and Improvement - E09WE(110)

Dear Sam:

Your File No.: E09WE(110)

This office acknowledges receipt of the Notice of Request for Repair and Improvement to the Webster Drain.

A review of our floodplain mapping for the Webster Drain indicates that this drain is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

At this time, we do not expect that there will be any extraneous comments or concerns with respect to this project. However, we cannot be more specific in this regard without an actual proposal to review.

With respect to Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works to the Webster Drain will need to be self-assessed by you, the proponent, through the DFO website at http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html. Through the self-assessment process, you will be able to determine if these works require a formal authorization under the *Fisheries Act.*

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Coordinator

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

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(519) 776-5209, Ext. 349

From: Sam Paglia [mailto:spaglia@tecumseh.ca]
Sent: Thursday, October 6, 2016 9:43 AM
To: Cynthia Casagrande <CCasagrande@erca.org>
Cc: Gerard Rood <gerard@roodengineering.ca>; John Henderson <JHenderson@erca.org>; Phil Bartnik <pbartnik@tecumseh.ca>
Subject: E09WE(110) - 2016-10-06-Webster Drain

Good morning Cynthia,

Please find attached, a letter notifying ERCA of expected drainage improvements to the Webster Drain.

A map of the Drain, the Request for Improvement form and a parcel information report are also attached for reference.

A hard copy of the letter will be sent to you by regular mail.

If there is any other information that you may require in order to advise on this project, please advise.

Kindest Regards,

Sam Paglia, P.Eng.

Drainage Superintendent

The Corporation of the Town of Tecumseh

Phone(519) 735-2184 - Ext 105

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Image removed by sender. logo **Sam Paglia**
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Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing serious harm to fish in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all "Operational Statements" previously produced by DFO for different project types in all regions.

Measures

- Time work in water to respect timing windows to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.

- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.

- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

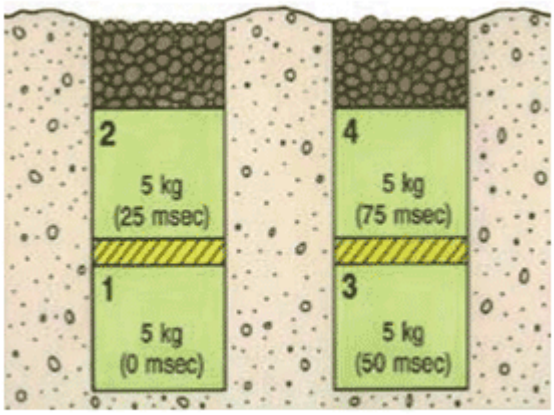
- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
    - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
    - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
    - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
    - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
    - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
    - Repairs to erosion and sediment control measures and structures if damage occurs.
    - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.

- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
    - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
        - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
        - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
        - The screen face should be oriented in the same direction as the flow.
        - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
        - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
        - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
        - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
        - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
        - Provision should be made for the removal, inspection, and cleaning of screens.
        - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
        - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
    - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries timing windows.
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:

2013-11-25

APPENDIX "REI-B"

SCHEDULE C

MITIGATION PLAN

The Mitigation Plan shall be in effect until June 30, 2015.

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

PART A. DEFINITIONS

1. Definitions:

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at www.dfo-mpo.gc.ca, which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at www.dfo-mpo.gc.ca, that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;

"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS

2. Process Charts

2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

3. Review of Documentation

3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:

(a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;

(b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;

(c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and

(d) the Process Charts to determine if prior notification is required;

(e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.

3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

4. Sensitive Areas Maps

4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

5. Prior Notification to Seek Direction

5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:

(a) in a place;

(b) at a time; or

(c) in a manner,

that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:

(a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*; or

(b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.

5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

6. General Mitigation Measures

6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:

(a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;

(b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and

(c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:

(i) Beaver Dam Removal;

(ii) Bridge Maintenance;

(iii) Culvert Maintenance;

(iv) Isolated Pond Construction;

(v) Maintenance of Riparian Vegetation in Existing Right of Ways; and

(vi) Temporary Stream Crossing.

PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS

ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES

7. Activities undertaken in Sensitive Areas for Fish

7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall Contact the MNR to seek further direction.

7.2. Section 7.1 does not apply where the applicable Drainage Works are:

(a) in a naturally dry condition;

(b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or

(c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES

8. Activities undertaken in Sensitive Areas for Mussels

8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.

8.2. Section 8.1 does not apply where the applicable Drainage Works are:

(a) in a naturally dry condition;

(b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or

(c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

9.1. The Municipality will ensure any person:

(a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and

(b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles

10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:

(a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;

(b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;

(c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and

(d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

(a) in a naturally dry condition;

(b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or

(c) a closed drain.

11. Measures for Encounters with Turtles During a Sensitive Period

11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

(a) capture and transfer all uninjured individuals of that Species into a Holding Tub;

(b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;

(c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and

(d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

12. Measures for Encounters with Turtles Laying Eggs or Nest Sites

12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:

(a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;

(b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;

(c) store all captured injured individuals and collected eggs out of direct sunlight;

(d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;

(e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;

(f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;

(g) not place any dredged materials removed from the Drainage Works on top of the nest site;

(h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and

(i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

13. Measures for Encounters with Turtles Outside of a Sensitive Period

13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

(a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;

(b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;

(c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;

(d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and

(e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured Individuals Outside of a Sensitive Period

14.1. Where uninjured individuals are captured under section 13.1, they shall be released:

(a) within 24 hours of capture;

(b) in an area immediately adjacent to the Drainage Works;

(c) in an area that will not be further impacted by the undertaking of any Activity; and

(d) not more than 250 metres from the capture site.

14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:

(a) place any dead turtles in a Holding Tub outside of direct sunlight; and

(b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

16.1. The Municipality will ensure any person:

(a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and

(b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:

(a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;

(b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and

(c) remove the temporary snake barriers immediately upon completion of the Activity.

17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:

(a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;

(b) place all cotton sacks filled with the captured individuals into a Holding Tub;

(c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;

(d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and

(e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:

(a) collect any displaced or damaged eggs and transfer them to a Holding Tub;

(b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;

(c) place all cotton sacks with the captured injured individuals into a Holding Tub;

(d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;

(e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;

(f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;

(g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;

(h) not place any dredged materials removed from the Drainage Works on top of the nest site;

(i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and

(j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:

(a) follow the requirements in section 16;

(b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;

(c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;

(d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;

(e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and

(f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

21.1. Where uninjured individuals are captured under section 20.1, they shall be released:

(a) within 24 hours of capture;

(b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;

(c) in an area that will not be further impacted by the undertaking of any Activity; and

(d) not more than 250 metres from the capture site.

21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:

(a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and

(b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken in Sensitive Areas for Herbaceous Plants

23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:

(a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;

(b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;

(c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;

(d) not use any broad spectrum herbicides in Sensitive Areas; and

(e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:

(a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;

(b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;

(c) conduct Activities by:

(i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,

(ii) working around trees,

(iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,

(iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals, and

(v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

25. Measures for Other Trees

25.1. Where Kentucky Coffee-tree may exist in a Work Zone and may be affected by an Activity, the Municipality shall:

(a) identify and mark all individual Kentucky Coffee-tree within the Work Zone during work planning site visits;

(b) avoid disturbance to all individuals identified under (a) above, unless otherwise authorized in writing by the MNR Designated Representative;

(c) conduct Activities by:

(i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance where any of the individuals occur,

(ii) working around trees,

(iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and

(iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and

(d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

26. Compliance Monitoring.

26.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.

26.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

27. Reporting

27.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 26.1 and 26.2 during the previous twelve months to the MNR Designated Representative.

28. Review

28.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

APPENDIX “REI-C”

STANDARD SPECIFICATIONS
FOR ACCESS BRIDGE CONSTRUCTION

1. CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the new pipe in place, it shall completely backfill same and install new concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 25 Mpa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 500mm (20") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Town Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Town Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, the Engineer and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

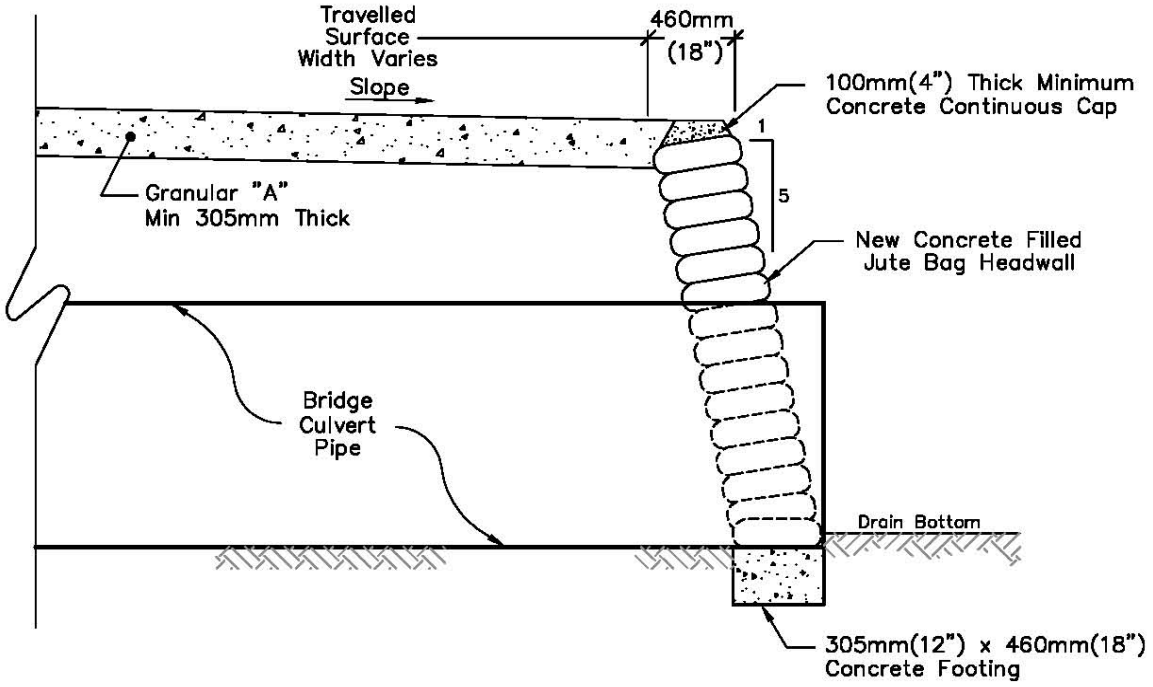
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations.

Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

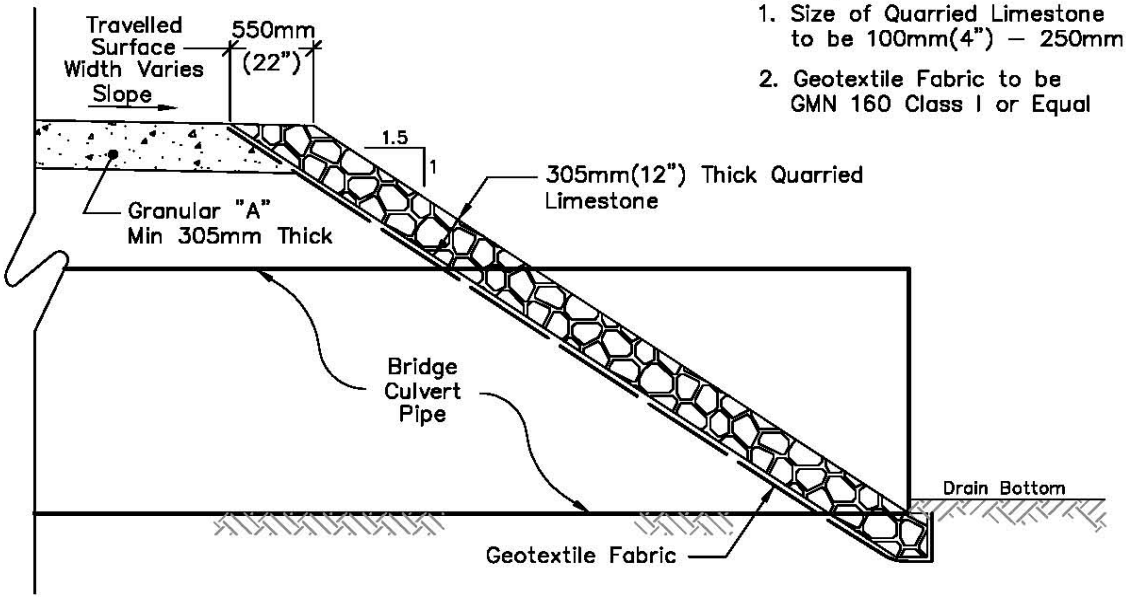
All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Town Drainage Superintendent and Engineer.



Typical Jute Bag Headwall

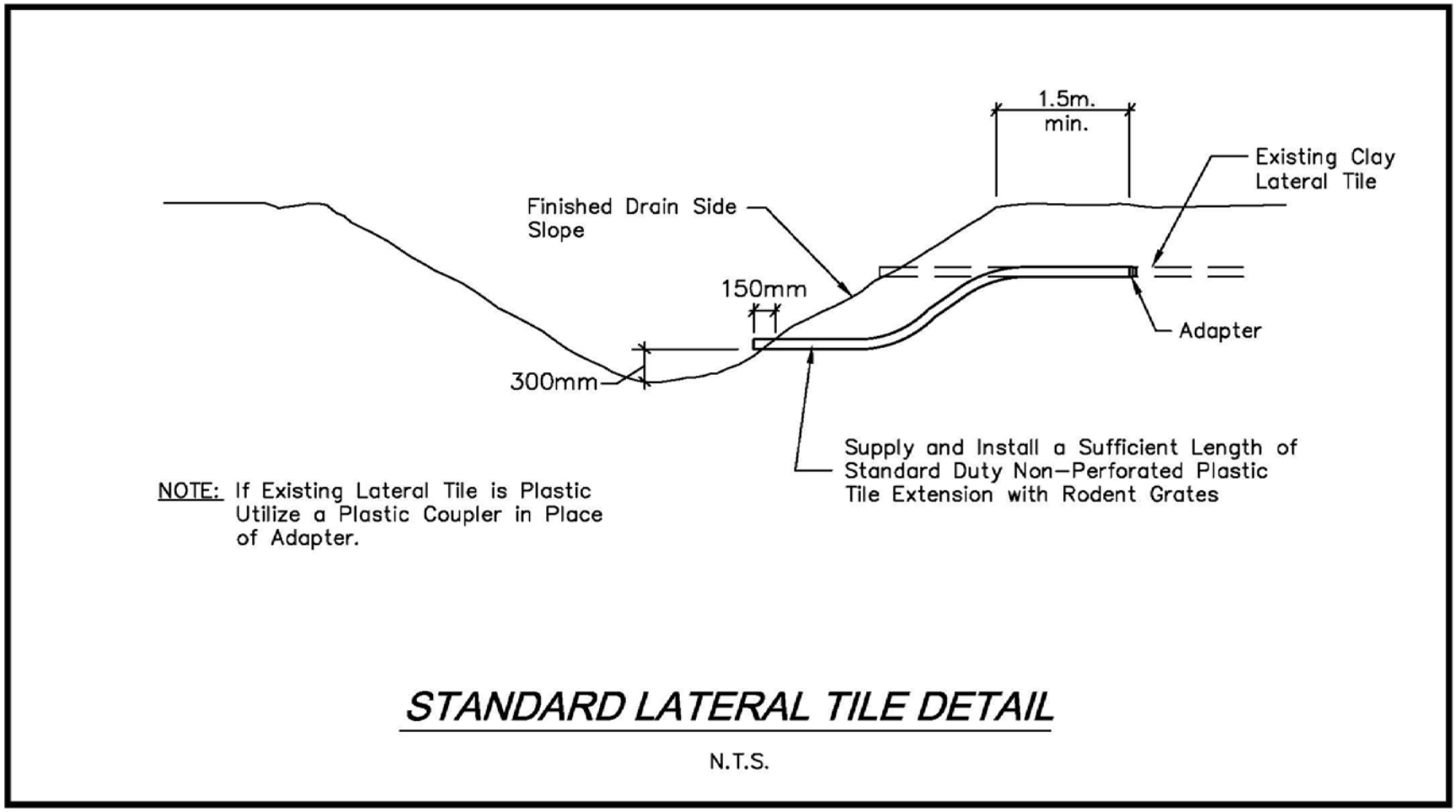
NOTE:

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal



Typical Quarried Limestone End Protection

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621



STANDARD LATERAL TILE DETAIL

N.T.S.

Block Headwall Installation Instructions for Culverts

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with ¾" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

APPENDIX “REI-D”

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26th day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:

   4.9 Permitted fires, except those described in Section 4.4, shall,

   a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
   b) in residentially zoned areas, be completely extinguished by 2:00 a.m.

2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:

   5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

   5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

READ a first, second, third time and finally passed this 11th day of September, 2007.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act 2001*, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

AND WHEREAS Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

AND WHEREAS Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:

1. **DEFINITIONS**

In this By-law:

1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.

1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.

1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.

1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.

1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.

1.6 "Farmlands" means land designated "agricultural".

1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.

1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.

1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.

1.10 "Open Air Burning" means any fire set in the Open Air.

1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.

1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.

1.13 "Person" means an individual, business, a partnership or a corporation.

1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.

1.15 "Police Officer" means any member of the Ontario Provincial Police.

1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.

1.17 "Town" means The Corporation of the Town of Tecumseh.

2. ADMINISTRATION AND ENFORCEMENT

2.1 The Chief Fire Official shall be responsible for the administration of this by-law.

2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.

2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.

2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.

2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

3. ENVIRONMENT

3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.

3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.

3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:

(a) decrease in visibility on any highway or roadway;

(b) threaten a rapid spread of fire through a grass or brush area;

(c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

4. GENERAL PROVISIONS

4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.

4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.

4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,

(a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;

(b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;

(b) installation and location of Burning Appliances must meet the manufacturer's specifications.

4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;

(b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;

(c) an Open Air fire shall be restricted to daylight hours only;

(d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater then one (1) hectare in size;

(e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.

4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.

4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.

4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.

4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater then one (1) square metre with flames no higher than one (1) metre in height.

4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:

(a) responsible and liable for any damage to property or injury to person occasioned by said fire;

(b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

(c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.

4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.

4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

5. FIRES REQUIRING PERMITS

5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.

5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.

5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.

5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

6. OFFENCES

6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;

(b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

7. FINES

7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand ($5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

8. SEVERABILITY

8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

10. **EFFECTIVE DATE**

10.1 This by-law shall come into full force and take effect on the 1st day of July, 2007.

11 **REPEAL**

11.1 By-law No. 2005-57 is hereby repealed.

READ a first, second, third time and finally passed this 26th day of June, 2007.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
By-law Number 2007-41

THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES

"Full Cost Recovery Basis" includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

Emergency Services Rendered:

(a) $350.00 first hour or part thereof per piece of equipment;

(b) $175.00 each additional half-hour or part thereof per piece of equipment;

(c) $42.00 first hour or part thereof per firefighter who responds to the call;

(d) $27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;

(e) the cost of all extinguishing agents required to extinguish the fire.

No Emergency Services Rendered:

(a) $350.00 flat rate per piece of equipment where services are not required nor provided;

(b) $42.00 flat rate per firefighter who responds to the call for service.

APPENDIX “REI-E”

WATERSHED & KEY PLAN

OF THE

WEBSTER DRAIN

Bridge Replacement for Craig & Christine Pearce (410-00700)

(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Rood
GERARD ROOD, P.ENG.

REGISTERED PROFESSIONAL ENGINEER G.ROOD 2017-06-05 PROVINCE OF ONTARIO

ROOD ENGINEERING INC.

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

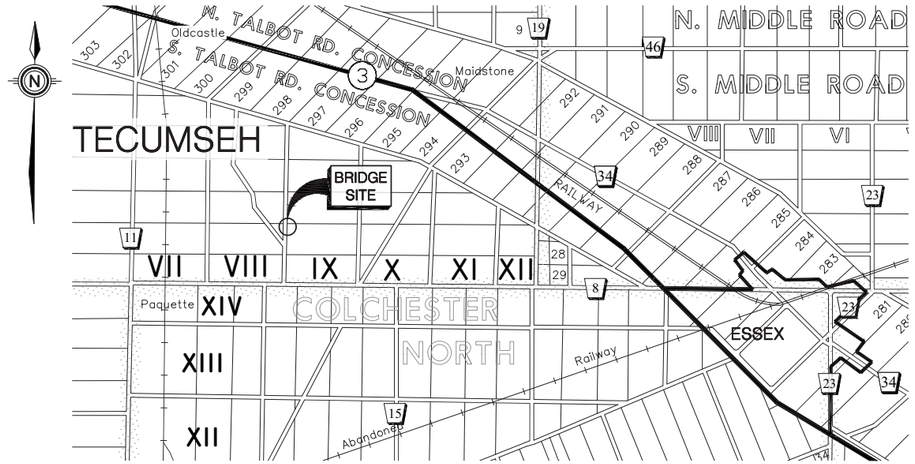
DATE: June 1st, 2017

TOWN OF TECUMSEH

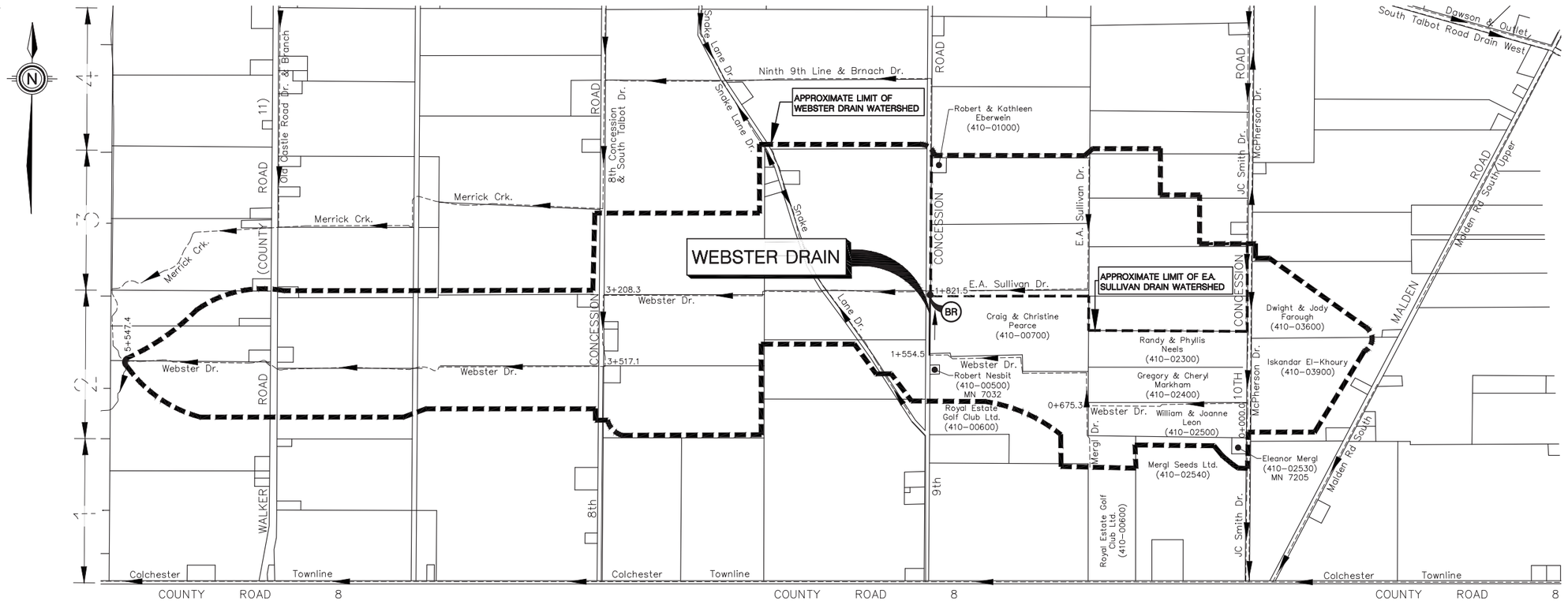
MAYOR: Gary McNamara
CLERK: Laura Moy
DRAINAGE SUPERINTENDENT: Sam Paglia, P.Eng.

BENCHMARKS:

WEST OBVERT 1200mmø CSP
CULVERT CROSSING 9TH CONCESSION
OVER WEBSTER DRAIN
ELEV. = 54.862 m



KEY PLAN
Scale = 1:50,000



WATERSHED PLAN
Scale = 1:10,000

509

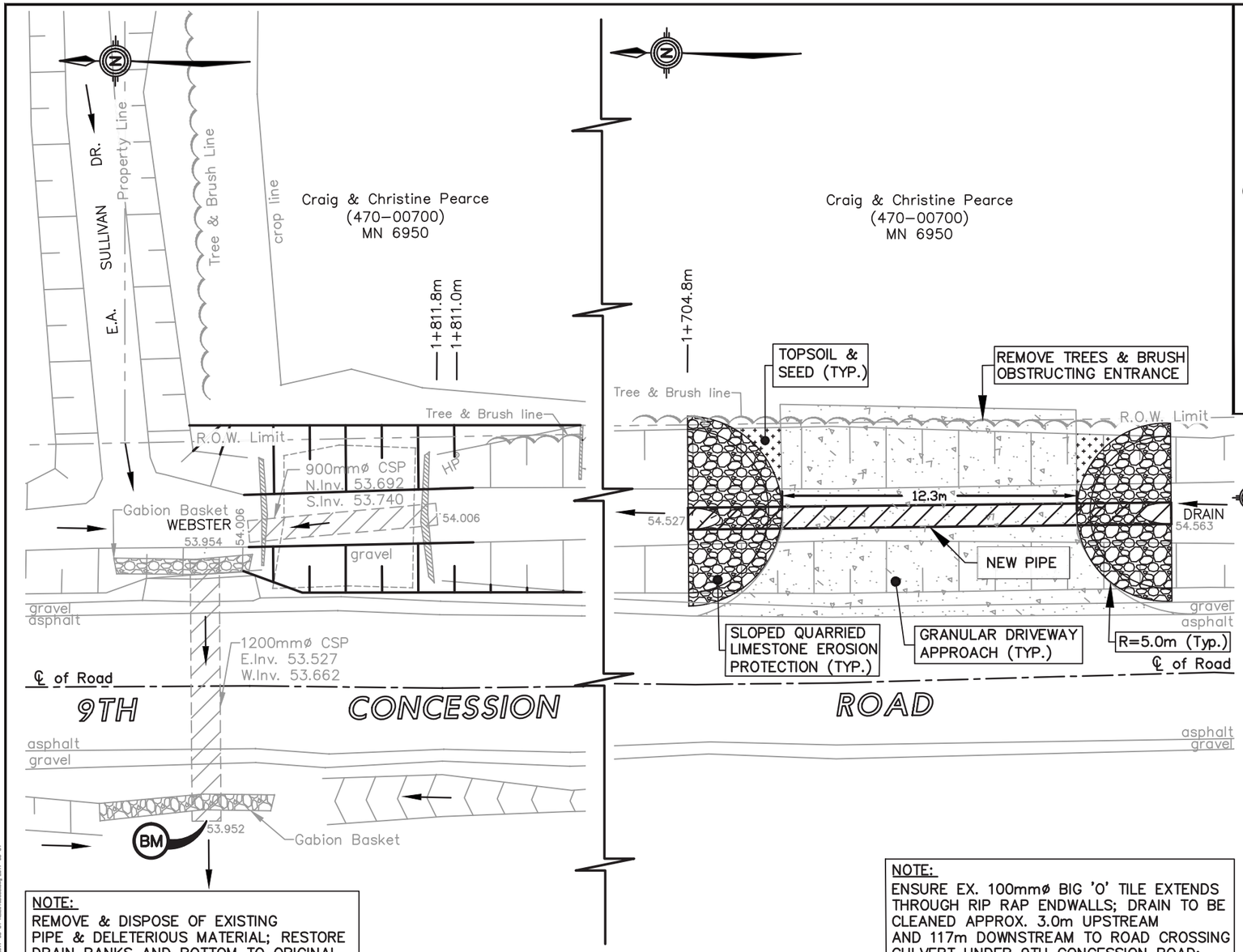
THESE PLANS HAVE BEEN REDUCED AND THE SCALE THEREFORE VARIES. FULL SCALE PLANS MAY BE VIEWED AT THE MUNICIPAL OFFICE.

E09WE(110)

DRAWN BY: G.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D058.DWG

FILE No.: REI2016D058
SHEET No.: 1 OF 2

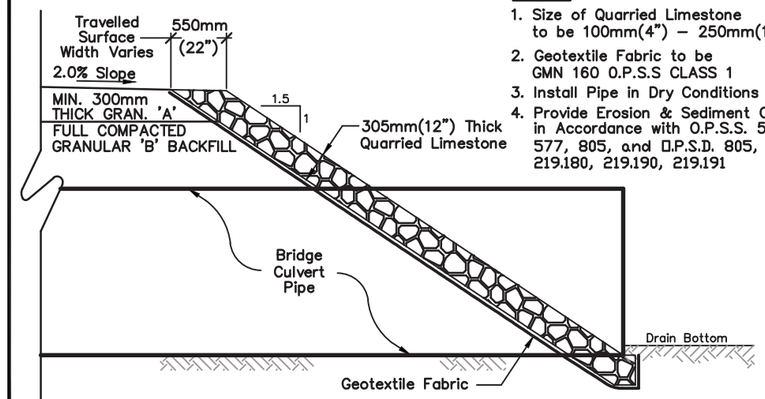
X:\DRAFTING\PROJECTS\Pending_2016\REI-2016D058 - Webster Dr (Pearce, BA) E09WE(110)\dwg\2017-05-31 REI2016D058.dwg, 2017-06-01



NOTE:
REMOVE & DISPOSE OF EXISTING PIPE & DELETERIOUS MATERIAL; RESTORE DRAIN BANKS AND BOTTOM TO ORIGINAL GRADE CONDITIONS

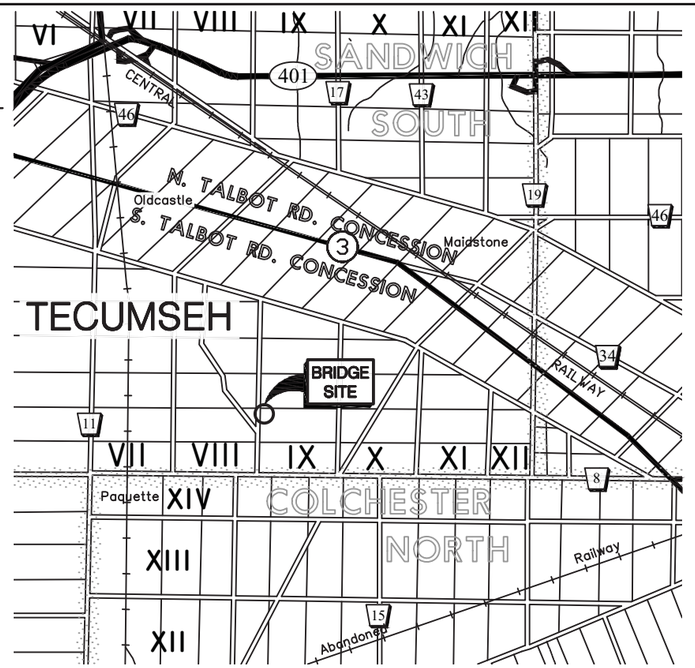
NOTE:
ENSURE EX. 100mmø BIG 'O' TILE EXTENDS THROUGH RIP RAP ENDWALLS; DRAIN TO BE CLEANED APPROX. 3.0m UPSTREAM AND 117m DOWNSTREAM TO ROAD CROSSING CULVERT UNDER 9TH CONCESSION ROAD;

BRIDGE PLAN
SCALE = 1:200



NOTE:
1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 O.P.S.S CLASS 1
3. Install Pipe in Dry Conditions
4. Provide Erosion & Sediment Control in Accordance with O.P.S.S. 518, 577, 805, and O.P.S.D. 805, 219.180, 219.190, 219.191

TYPICAL QUARRIED LIMESTONE END PROTECTION
Scale = N.T.S.



KEY PLAN
Scale = 1:100,000

BENCHMARK:
WEST OBVERT 1200mmø CSP ON WEBSTER DRAIN CROSSING 9TH CONCESSION ROAD FRONTING MN 6950

ELEV. = 54.862m

PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:
900mmø	20.0m (65.62 FT.)	320 kPA	STANDARD	H.D.P.E. SMOOTHWALL BOSS 2000	UPSTREAM INV. (S) = 53.767m DOWNSTREAM INV. (N) = 53.757m ℄ TOP OF DRIVEWAY = 55.961m DRAIN GRADE = 0.05%

WEBSTER DRAIN
BRIDGE REPLACEMENT FOR CRAIG & CHRISTINE PEARCE (410-00700)
(GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH)
IN THE
TOWN OF TECUMSEH
IN THE
COUNTY OF ESSEX • ONTARIO

REGISTERED PROFESSIONAL ENGINEER
G.ROOD
2017-06-05
PROVINCE OF ONTARIO

ROOD ENGINEERING INC.
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

DATE: 2017-06-01

FILE No.:	DRAWN BY: G.S.&K.S. PLOT CODE: 1:1 FILE: RE12016D058.DWG	APPENDIX 'E'
2016D058	E09WE(110)	2 OF 2

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-47

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh with Carter Shows Ltd.

WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of entering into an Agreement with Carter Shows Ltd. for the provision and operation of amusement rides and concessions for the 2017 Corn Festival;

AND WHEREAS pursuant to 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 be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement dated the 1st day of January, 2017, between The Corporation of the Town of Tecumseh and Carter Shows Ltd., 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, third time and finally passed this 27th day of June, 2017.

Gary McNamara, Mayor

" SEAL "

Laura Moy, Clerk

THIS AGREEMENT made in duplicate, to take effect as of the 1st day of January, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH

Hereinafter called the "Town"

- and -

CARTER SHOWS LTD.

Hereinafter called "Carter"

RECITALS

WHEREAS The Corporation of the Town of Tecumseh (Town) and Carter Shows Ltd. (Carter) are desirous of entering into an agreement for the supply and operation of amusement rides and midway games for the Tecumseh Corn Festival for the year 2017;

WITNESSETH that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

THE TOWN CONVENANTS AND AGREES:

1. To provide a location to Carter at Lacasse Park, located in the Town of Tecumseh, for the 2017 Tecumseh Corn Festival for the operation of a Midway Carnival;

2. To supply water, overnight power and a location for Carter's employees RVs (the same as in prior years);

3. To provide Carter with the exclusive rights to sell candy floss, candy apples and caramel corn; and

4. To provide Carter with the exclusive rights to provide rides, games and concessions at the Tecumseh Corn Festival in 2017.

CARTER CONVENANTS AND AGREES:

5. To provide fifteen (15) or more amusement rides, with proof of Technical Standard and Safety Authority (TSSA) certification, at the Tecumseh Corn Festival in 2017;

6. To provide a Midway Carnival, including candy floss, candy apples, caramel corn, food booths and games;

7. To be responsible for the location, setup and orientation of the Midway Carnival and rides, as approved by the Town;

8. To pay the Town the following rates or amounts:
    a) 25% of the Ride Gross;
    b) 50% of the Concession Revenue; and
    c) $2,500 for Advertising.

9. To provide the Town with 100 VIP passes to the Midway Carnival;

10. To indemnify and save harmless the Town, absolutely from all liabilities however arising, caused or having to do in any way with Carter's use of the Town's lands and provision of the midway games, rides and food services referenced herein;

11. To provide the Town with proof of liability insurance from Carter's insurance carrier of not less than five million ($5,000,000.00) with the Town named as an additional insured for 2017;

12. Covenants and agrees to keep the premises used by Carter and its employees in a clean and sanitary condition at all times and to pick up and remove all waste paper or other materials resulting from the operation of the Midway Carnival operations;

13. To ensure compliance with all government and other agencies regulations, requirements and inspections, as applicable;

14. To comply with all requirements of the *Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act* and all other applicable law, regulations and by-laws. Carter shall provide proof, upon execution of this document, a valid clearance certificate issued by the Workplace Safety and Insurance Board;

15. To ensure all employees, agents, or volunteers receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act 2005* (the "Act"). Carter shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. Carter shall submit to the Town documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require Carter to amend its training policies to meet the requirements of the Act and the Regulation;

16. This agreement may not be transferred or assigned by Carter;

THE TOWN AND CARTER AGREE THAT:

17. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law;

18. Notwithstanding paragraph 1, the Town may terminate this agreement at any time if Carter fails to perform any of its covenants and obligations, provided that the Town provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period Carter complies with all covenants and obligations contained in this agreement then the notice of termination will become null and void;

19. All notices, demands and requests which may be or are required to be given by the Town to Carter or by Carter to the Town under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

    in the case of the Concessionaire, to: Carter Shows Ltd.
    21891 Lagan Rd.
    Delkeith, ON L0B 1E0
    Attention: Bruce Wayne Brock,
    President

    or in the case of the Corporation, to: Town of Tecumseh
    917 Lesperance Road
    Tecumseh, ON N8N 1W9
    Attention: Clerk

    or to such other address as either party may from time to time designate by written notice to the other;

20. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the Arbitrations Act, R.S.O. 1990, Chapter A-24;

IN WITNESS WHEREOF the parties have executed this agreement.

SIGNED, SEALED and DELIVERED in the presence of :

THE CORPORATION OF THE TOWN OF TECUMSEH

By:

_____

Name: Gary McNamara
Title: Mayor

By:

_____

Name: Laura Moy
Title: Director Staff Services/Clerk

Carter Shows Ltd.

_____

Name: Bruce Wayne Brock
Title: President

I have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-48

Being a by-law to authorize the execution of a Grant Funding Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Canada as represented by The Minister Responsible for Seniors Affairs (Seniors Community Grant Program)

WHEREAS The Corporation of the Town of Tecumseh (Town) has applied to the Province for funding under the Senior Community Grant Program to provide activities for seniors in the community;

AND WHEREAS the Province has approved the funding request;

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 Seniors Community Grant Program Funding Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Canada as represented by The Minister Responsible for Seniors Affairs, dated the 27th day of June, 2017, a copy of which Grant Funding 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 Seniors Community Grant Program 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 27th day of June, 2017.

_____
Gary McNamara, Mayor

"SEAL"

_____
Laura Moy, Clerk

THE AGREEMENT effective as of the 22nd day of June, 2017.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by The Minister Responsible for Seniors Affairs

(the "Province")

- and -

The Corporation of the Town of Tecumseh

(the "Recipient")

BACKGROUND:

The Province funds projects similar to the Project.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project and the Province wishes to provide such funds.

CONSIDERATION:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

ARTICLE 1
INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;

(d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "include", "includes" and "including" shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

"Agreement" means this agreement entered into between the Province and the

Recipient and includes all of the schedules listed in section 28.1 and any amending agreement entered into pursuant to section 34.2.

"**BPSAA**" means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act.

"Budget" means the budget attached to the Agreement as Schedule "B".

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Force Majeure" has the meaning ascribed to it in Article 26.

"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 **$ 6,640.00**

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"Parties" means the Province and the Recipient.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "A".

"Reports" means the reports described in Schedule "D".

"Timelines" means the Project schedule set out in Schedule "A".

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 **General.** The Recipient represents, warrants and covenants that:

(a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and

(c) 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 shall continue to be true and complete for the term of the Agreement.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

(a) it has the full power and authority to enter into the Agreement; and

(b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) procedures to ensure the ongoing effective functioning of the Recipient;

(c) decision-making mechanisms;

(d) procedures to provide for the prudent and effective management of the Funds;

(e) procedures to enable the successful completion of the Project;

(f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;

(g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and

(h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article 2.

ARTICLE 3
TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on **March 31, 2018** unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT

4.1 **Funds Provided.** The Province shall:

(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 schedule attached to the Agreement as Schedule "C"; 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.

4.2 **Limitation on Payment of Funds.** Despite section 4.1:

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;

(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 provided by the Recipient pursuant to section 7.1; and

(d) if, pursuant to the provisions of 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 the Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section 13.1.

4.3 **Use of Funds and Project.** The Recipient shall:

(a) carry out the Project:

(i) in accordance with the terms and conditions of the Agreement; and

(ii) in compliance 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;

(b) use the Funds only for the purpose of carrying out the Project; and

(c) spend the Funds only in accordance with the Budget.

4.4 **No Changes.** The Recipient shall not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Province.

4.5 **Interest Bearing Account.** If the Province provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.6 **Interest.** If the Recipient earns any interest on the Funds:

(a) the Province may deduct an amount equal to the interest from any further instalments of Funds; or

(b) the Recipient shall pay an amount equal to the interest to the Province as directed by the Province.

4.7 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.8 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

5.1 **Acquisition.** Subject to section 32.1, if the Recipient acquires supplies, equipment or services with the Funds:

(a) it shall do so through a process that promotes the best value for money; and

(b) if the estimated cost of the supplies, equipment or services exceeds $5,000, the Recipient shall obtain at least three written quotes unless:

(i) the supplies, equipment or services the Recipient is purchasing is specialized and is not readily available; or

(ii) the Recipient has previously researched the market for a similar purchase and knows prevailing market costs for the equipment, services or supplies.

5.2 **Disposal.** The Recipient shall not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded $1,000 at the time of purchase.

ARTICLE 6
CONFLICT OF INTEREST

6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **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 and the use of the Funds.

6.3 **Disclosure to Province.** The Recipient shall:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as either 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.

ARTICLE 7
REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

(a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address provided in section 18.1, 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 Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall 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.

7.3 **Inspection.** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may:

(a) inspect and copy the records and documents referred to in section 7.2; and

(b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

7.6 **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).

ARTICLE 8
CREDIT

8.1 **Publicity Restrictions:** As per Schedule 'E' of this agreement, the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding the Funds until notice of the publicity has been received by the Province.

8.2 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

8.3 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

ARTICLE 9
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

ARTICLE 10
INDEMNITY

10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

ARTICLE 11
INSURANCE

11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars ($2,000,000) per occurrence. The policy shall 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, termination or material change.

11.2 **Proof of Insurance.** The Recipient shall provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Province, the Recipient shall make available to the Province a copy of each insurance policy.

ARTICLE 12
TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Province may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may:

(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/or

(c) determine the reasonable costs for the Recipient to wind down the Project, and:

(i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or

(ii) subject to section 4.7, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13
TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(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 by giving Notice to the Recipient.

13.2 **Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may:

(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/or

(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 13.2(b)..

13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

ARTICLE 14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

(a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

(i) carry out the Project;

(ii) use or spend Funds; and/or

(iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);

(b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable 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 is petitioned into bankruptcy, or files for the appointment of a receiver;

(d) the Recipient ceases to operate; and

(e) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel all further instalments of Funds;

(f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and/or

(i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province shall provide Notice to the Recipient of:

(a) the particulars of the Event of Default; and

(b) the Notice Period.

14.4 **Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i).

14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

ARTICLE 15
FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may:

(a) demand the return of the unspent Funds; or
(b) adjust the amount of any further instalments of Funds accordingly.

ARTICLE 16
FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ARTICLE 17
REPAYMENT

17.1 **Debt Due.** If:

(a) the Province demands the payment of any Funds or any other money from the Recipient; or

(b) the Recipient owes any Funds or any other money to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other money shall be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient shall pay or return the amount to the Province immediately, unless the Province directs otherwise.

17.2 **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.

17.3 **Payment of Money to Province.** The Recipient shall pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and mailed to the Province at the address provided in section 18.1.

ARTICLE 18
NOTICE

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:
Ministry of Seniors Affairs
777 Bay St., 6th fl.
Toronto ON M7A 2J4

Attention: Megan Gariepy,
Implementation Consultant

Fax: 416-326-7078
Email:
seniorscommunitygrant@ontario.ca

To the Recipient:
The Corporation of the Town of
Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9

Attention: Laura Moy, Director
Corporate Services & Clerk

Email: lmoy@tecumseh.ca

18.2 **Notice Given.** Notice shall be deemed to have been received:

(a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or

(b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail shall not be deemed to be received; and

(b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

ARTICLE 19
CONSENT BY PROVINCE

19.1 **Consent.** The Province may impose any terms and/or conditions on any consent the Province may grant pursuant to the Agreement.

ARTICLE 20
SEVERABILITY OF PROVISIONS

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

ARTICLE 21
WAIVER

21.1 **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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 22
INDEPENDENT PARTIES

22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS

23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Province.

23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties' respective heirs, executors,

administrators, successors and permitted assigns.

ARTICLE 24
GOVERNING LAW

24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

ARTICLE 25
FURTHER ASSURANCES

25.1 **Agreement into Effect.** The Recipient shall 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.

ARTICLE 26
CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

26.1 **Force Majeure Means.** Subject to section 26.3, Force Majeure means an event that:

(a) is beyond the reasonable control of a Party; and

(b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

26.2 **Force Majeure Includes.** Force Majeure includes:

(a) infectious diseases, war, riots and civil disorder;

(b) storm, flood, earthquake and other severely adverse weather conditions;

(c) lawful act by a public authority; and

(d) strikes, lockouts and other labour actions,

if such events meet the test set out in section 26.1.

26.3 **Force Majeure Shall Not Include.** Force Majeure shall not include:

(a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or

(b) any event that a diligent Party could reasonably have been expected to:

(i) take into account at the time of the execution of the Agreement; and

(ii) avoid or overcome in the carrying out of its obligations under the Agreement.

26.4 **Failure to Fulfil Obligations.** Subject to section 14.1(e), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

ARTICLE 27
SURVIVAL

27.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.6(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 27, 28, 30, 31 and 34, and all applicable cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

ARTICLE 28
SCHEDULES

28.1 **Schedules.** The Agreement includes the following schedules:

(a) Schedule “A” - Project Description and Timelines;

(b) Schedule “B” - Budget;

(c) Schedule “C” - Payment; and

(d) Schedule “D” - Reports.

(e) Schedule “E” - Grant Recipient Communications Protocol

ARTICLE 29
COUNTERPARTS

29.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 30
JOINT AND SEVERAL LIABILITY

30.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

ARTICLE 31
RIGHTS AND REMEDIES CUMULATIVE

31.1 **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.

ARTICLE 32
BPSAA

32.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

ARTICLE 33
FAILURE TO COMPLY WITH OTHER AGREEMENTS

33.1 **Other Agreements**. If the Recipient:

(a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;

(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.

ARTICLE 34
ENTIRE AGREEMENT

34.1 **Entire Agreement.** The Agreement 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.

34.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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 Responsible for Seniors Affairs

_____ _____

Name: Kathleen Henschel Date
Title: Director
Ministry of Seniors Affairs

The Corporation of the Town of Tecumseh

_____ _____

Name: Laura Moy Date
Title: Director
Corporate Services & Clerk

_____ _____

Name: Gary McNamara Date
Title: Mayor

I/We have authority to bind the Recipient.

SCHEDULE “A”

PROJECT DESCRIPTION AND TIMELINES

Background

The Corporation of the Town of Tecumseh is a municipality located in South-Western Ontario. The Town’s core business is a commitment to providing its residents with the finest local services. The Town recognizes the importance of improving the quality of life for seniors and helping them lead safe, engaged, active and healthy lives. As a result of its commitment to fostering community participation among our seniors, the Town established a Senior Advisory Committee (SAC). The SAC will strive to develop and maintain a positive liaison with other individuals, groups, agencies, organizations, etc. that are addressing issues of concern to local seniors.

Project Objective

The Senior Advisory Committee (SAC) serves to promote and advocate the concept of healthy aging by encouraging improved and responsive programs and services. In partnership with Life After Fifty (LAF), a pilot program will be offered to Tecumseh residents to participate in LAF's programming activities which are developed to stimulate cognitive and motor function, as well as promote social interaction to combat isolation.

Scope of Project

The pilot project will afford seniors in Tecumseh the benefit of attending LAF’s West Side [635 McEwan Avenue] or East Side [8787 McHugh Street] Centre’s to participate in a large array of programs, classes, activities, and workshops designed to promote well-being and active living. Regular weekly programs fall under three core streams: Health and Wellness (“Be Fit”), Skills, Development & Hobbies (“Be Well”) and Personal Connections (“Be Social”).

Timelines

July 1, 2017 to March 31, 2018

SCHEDULE "B"

BUDGET

4. Project Costs and Grant Request	
Budget	**Anticipated Costs $**
Memberships/day pass admissions	$4,250.00
Lunch $5.75 x 100	$575.00
Bus Transportation	$2,475.00
Advertising	$1,000.00
Add item (+) **Total Project Costs - cannot exceed $10,000**	**$8,300.00**

Less Contributions (Stream 2 only):

Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.

Cash Contribution	$1,660.00
In-kind Contributions	
Other Contributions (specify below) ▼	
Add Contribution (+)	
Funding Requested (Total Project Costs – Contributions, if applicable)	**$6,640.00**

SCHEDULE “C”

PAYMENT

PAYMENT DATE OR MILESTONE	AMOUNT
Initial Project Payment	**$ 5,312.00**
Payment upon receipt of a satisfactory Project Final Report	**$ 1,328.00**

SCHEDULE "D"

REPORTING

Seniors Community Grant Program

2017-18 Final Report

Purpose:

The Ministry of Seniors Affairs has provided you with funding through the Seniors Community Grant Program, and wants to know how your organization has carried out the funded project. This is to ensure that provincial funding is spent in a responsible manner, and to better understand how your organization experienced success, challenges and benefits in carrying out the funded project.

Please refer back to your original Seniors' Community Grant Program application to ensure that you provide status information on all of the components of what you set out to do.

Your completed Final Report must be returned within 30 days of the completion of your project.

The report can be emailed or sent by mail. Please submit your final report to:

Ministry of Seniors Affairs
777 Bay St. Suite 601C
Toronto ON
M7A 2J4

Email: seniorscommunitygrant@ontario.ca
Phone: 1-866-724-2017
Fax: 1-416-326-7078

If you have any questions, please contact the MSA at the email address or phone number above.

CONTACT INFORMATION

Organization Name:

Project Name:

Contact Person Name:	Phone number:	Email:
1.		
2.		

PROJECT INFORMATION

If completing by hand, you may write on another page and attach to this template. Information provided in this activity section should not exceed 3 pages.

1. Please describe briefly your project. If the project consisted of multiple activities, please summarize all.

2. When did the project take place? (Include both start and completion date and dates on which all included activities occurred.)

3. Was the project carried out as anticipated?

   If not, why not?

4. How many seniors were directly involved in carrying out the funded project and its activities? This includes project organizers and volunteers.

5. How many seniors participated in the funded project and its activities (e.g. took part in or experienced the activities)?

6. With the Ministry's grant funding, did you produce any products or publications that were funded by this grant? If yes, please list them here and include a copy or example with your final report.

7. Now that the project is complete, is there anything that you would have done differently?

FINANCIAL INFORMATION:

1. **Financial Reconciliation Statement**

Please provide a financial reconciliation statement which accounts for all project revenue and expenditures. This statement must identify all initial proposed expenses included in your contract, and actual expenditures. Please refer to Schedule A of the Grant Contract Agreement.

Please submit a copy of all receipts for expenses associated with the project. The receipt should list the item or service purchased and the price paid for each item or service.

Handwritten notes or attendance lists are <u>not</u> acceptable as receipts.

You are required to keep all original receipts associated with project expenditures for 7 years, in case the Government of Ontario requires an audit of program expenditures.
If your organization had administrative expenses directly related to carrying out the project, we will accept a letter on your organization's letterhead that specifies these expenses that is signed by someone with signing authority for your organization's expenses.

In your grant proposal, you provided an estimate of costs for the Project. Provide a reconciliation statement that indicates both the estimated costs as you set them out in the grant proposal, alongside the actual costs.

Here is a sample financial reconciliation statement:

ITEM	APPROVED COSTS	ACTUAL COSTS
Staff hours	$ 500	$650
Consultant to do Website updating	$ 700	$650
Project consultant work	$ 5,000	$5,000
Marketing – flyers, local newspaper	$ 600	$500
Space rental	$ 2,300	$2,200
Refreshments for up to 50 people	$ 250	$350
Transportation	$ 50	$50
Equipment rental – projector	$ 100	$100
Administration	$ 500	$500
Total Project Costs	**$ 10,000**	**$10,000**
Less:		
Cash Contribution	$ 1,000	**$1,000**
In-kind contribution	$ 1,000	**$1,000**
Other contributions	$ 0	**$0**
Total Grant Amount Requested	**$ 8,000**	**$8,000**

2. Unspent Funds

Did you spend your grant to the full amount? YES NO

If not, you are required to return unspent funds to the Government of Ontario upon the expiry of the Agreement.

Please make your cheque out to: **Minister of Finance** and send the cheque to:

Ministry of Seniors Affairs

777 Bay Street, Suite 601C

Toronto, ON M7A 2J4

Attention: Seniors Community Grant Program

3. Freedom of Information and Protection of Privacy Act Notice

The Ministry of Seniors Affairs (MSA) is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information related to the Seniors Community Grant Program is collected by the MSA for the proper administration of the program, and will only be used for those purposes including evaluation of the project application, administration of agreements, funding and project reporting. In accordance with subsection 38(2) of FIPPA, this collection of personal information is necessary to the proper administration of a lawfully authorized activity.

Applicants should be aware that any information provided to the MSA in connection with their final report may be subject to disclosure in accordance with the requirements of FIPPA.

Questions about the collection, use and disclosure of information may be directed to: Ministry of Seniors Affairs, 777 Bay Street, Suite 601C, Toronto ON M7A 2J4. Email: infoseniors@ontario.ca, telephone: 416 326-7050, toll free: 1 888 910-1999, TTY (for the hearing impaired): 1 800 387-5559, fax: 416 326-7078.

TO BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR THE PROJECT

The final report must be hand-signed; once signed, the final report may be scanned and sent electronically.

I confirm that the information contained in this report is true and accurate.

Print Name: _____

Signature:_____

Date:_____

FINAL REPORT CHECKLIST

Have you:

☐ Answered all questions on the Final Report?

☐ Inserted or attached the financial reconciliation statement?

☐ Attached a copy of all receipts associated with this project?

Thank you for your time in completing this report.

Schedule "E"
Seniors Community Grant 2017-2018
Grant Recipient Communications Protocol

Media and Promotion

As part of the effort to build awareness of programs for seniors, the Government of Ontario may hold a media announcement. To that end:

1. Recipient must contact the Ministry of Seniors Affairs if it wishes to hold a media/launch event or public announcement.

2. Recipient must not make any local media announcements concerning its Project and receipt of funding under the Agreement, until the Ministry has made its own announcement.

3. Where possible, the Ministry encourages Recipient to involve local Member of Provincial Parliament (MPP)s or other officials in media event or activity.

4. All media, promotional, and other publications must acknowledge funding from the Government of Ontario. If you wish to issue a news release, you must share it with the Ministry at least seven days in advance of the planned date of release, and we will provide you with a Minister's quote for insertion.

Marketing

1. All marketing materials must acknowledge the support of the Government of Ontario. These materials may include brochures, reports, advertising, oral presentations and publicity relating to the Project.

    a. The materials must credit the support of the Government of Ontario by following the Government's attached guidelines specifically related to the use of the Ontario logo as well as the use of mandatory wording "Funded by".

    b. The logo should only be used on products directly related to the Seniors Community Grant.

2. Recipient must share its marketing or promotional materials with the Ministry in advance of the distribution of the materials.

The Ministry is happy to work with you to determine how this protocol will impact your communications plans. If you have any questions, please contact the Ministry of Seniors Affairs at seniorscommunitygrant@ontario.ca.

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-49

Being a by-law to authorize the execution of an Agreement with Plains Midstream Canada ULC, an Assignment Agreement with Abor Memorial Inc., and an Indemnity Agreement with the Essex Region Conservation Authority (ERCA) all in relation to the Trail Agreement

WHEREAS the Essex Region Conservation Authority (ERCA) and The Corporation of the Town of Tecumseh (Town) entered into an Agreement dated the 3rd day of May, 2017, in relation to an extension of the Chrysler Canada Greenway (Trail) to connect with the Herb Gray Parkway Trail;

AND WHEREAS Plains Midstream Canada ULC is the holder of certain easements rights involving its existing gas pipeline which runs through the relevant Tail extension area and has presented a Facility Crossing Agreement to the Town for execution to permit construction of the Trail extension over their pipeline right-of-way;

AND WHEREAS the Town has requested that ERCA enter into an Agreement to Indemnify the Town for signing agreements with easement holders to indemnify the Town from liability as ERCA is overseeing the works, as a consideration for the Town executing the Facility Crossing Agreement;

AND WHEREAS ERCA is nearing conclusion of negotiations with Arbor Memorial respecting a right of way agreement allowing a portion of the trail to be built on its lands without conveying title to the Town;

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 Facility Crossing Agreement with Plains Midstream Canada ULC dated the 27th day of June, 2017, a copy of which Facility Crossing Agreement is attached hereto forms part of this by-law and to do such further and other acts which may be necessary to implement the said Facility Crossing Agreement;

2. **AND 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 Indemnity Agreement with ERCA dated the 27th day of June, 2017, a copy of which Indemnity Agreement is attached hereto forms part of this by-law and to do such further and other acts which may be necessary to implement the said Indemnity Agreement;

3. **AND 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 Right of Way Agreement with Arbor Memorial Inc. dated the 27th day of June, 2017, a copy of which Right of Way Agreement is attached hereto forms part of this by-law and to do such further and other acts which may be necessary to implement the said Right of Way Agreement;

4. AND 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 Notice of Assignment of Right of Way Agreement with ERCA a copy of which Notice of Assignment of Right of Way Agreement is attached hereto forms part of this by-law and to do such further and other acts which may be necessary to implement the said Notice of Assignment Agreement;

5. **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 27th day of June, 2017.

_____
Gary McNamara, Mayor

"SEAL"

_____
Laura Moy, Clerk

RIGHT-OF-WAY AGREEMENT

DATED this _____ day of _____, 2017.

B E T W E E N:

ARBOR MEMORIAL INC.

(hereinafter called the "**Transferor**")

- and -

THE CORPORATION OF THE TOWN OF TECUMSEH

(hereinafter called the "**Transferee**")

WHEREAS the Transferee in conjunction with the Essex Region Conservation Authority ("**ERCA**") wishes to extend the Chrysler Canada Greenway (herein the "**Greenway**") to connect with the Herb Gray Parkway Trail;

AND WHEREAS the Transferee is assisting and facilitating the construction and development of the Greenway extension;

AND WHEREAS said extension of the Greenway requires the acquisition of various lands or interests in various lands located within the municipal boundaries of the Town;

AND WHEREAS the Transferor has agreed to provide the within easement/right of way over a portion of its lands to facilitate the Transferee's intended use.

NOW THEREFORE in consideration of the sum of Two Dollars ($2.00) now paid by the Transferee to the Transferor and the mutual agreements contained herein the parties agree as follows.

1. Subject to the terms of this Agreement, the Transferor hereby transfers and conveys unto the Transferee a non-exclusive right-of-way and easement, subject to all presently existing registered easements and restrictions, over, across, along and upon that portion the Lands described on Schedule "A" (the "**Servient Tenement**") as follows:

    (a) an easement and right-of-way for Pedestrian Use (as hereinafter defined) over the central ten (10) feet of the Servient Tenement (the "**Pedestrian Use Right-of-Way**"); and

    (b) an easement and right-of-way over the Servient Tenement for access and egress for construction of the Pedestrian Use Right-of-Way and for maintenance and the Additional Maintenance Area (as defined below) (the rights, easements and right-of-way specifically described in subclauses (a) and (b) above, being referred to, collectively, as the "**Easement and Right-of-Way**"). The Easement and Right-of-Way shall be for the benefit of those lands described in Schedule "B" (the "Benefitting Lands").

2. The Transferee shall be solely responsible for the construction, maintenance, care, upkeep, security and signage of the Pedestrian Use Right-of-Way, plus the area on either side thereof within the Servient Tenement averaging approximately eight (8') feet on either side of the Pedestrian Use Right-of-Way, varying as a result of existing tree lines and vegetation features, and as shown on the Conceptual Plans (the "**Additional Maintenance Area**") and for such purposes, the Transferee, or its agents, employees and personnel may use motorized vehicles and equipment thereon. The Transferee agrees to keep the Servient Tenement in good repair and free of litter to the reasonable satisfaction of the Transferor. The Transferee shall provide to the Transferor reasonable prior notice of at least five (5) Business Days when it intends to bring vehicles or machinery onto the

Servient Tenement for any purpose other than routine maintenance in accordance with the Maintenance Plan or when it intends to make any material alterations, replacements, plantings, improvements or any other works on or to the Pedestrian Use Right-of-Way. The notice under this Section 2 shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed. All installation, construction, repairs or replacements of the Works shall be commenced and completed as expeditiously as possible under the circumstances in a good and workmanlike manner and consistent with industry standards. The Transferee will use all reasonable efforts to carry out all construction, repair and other work within the Servient Tenement in such a way as to minimize, so far as may be practicable disruption to the normal activities on the Lands. The Transferee further agrees to cease any work or construction, including routine maintenance, for a period of up to six (6) hours, upon receipt of not less than two (2) days written notice from the Transferor, if the Transferor, acting reasonably, determines that such work or construction should temporarily cease to allow it to operate its business effectively at the Lands. Without limiting the foregoing, the Transferee agrees to cease any work or construction, including routine maintenance, for a period of up to four (4) hours, upon receipt of advice from the Transferor, acting reasonably, that such work or construction will disrupt nearby funeral services. The Transferee shall advise the Transferor in writing not less than three (3) months in advance of any events, tours or activities planned for the Greenway by or on behalf of the Transferee and the Transferee will co-operate with the Transferor so far as may be practicable to minimize any disruption to the normal activities on the Lands from such events, tours or activities.

3. Prior to the initial construction of the pedestrian walkway and related works on the Pedestrian Use Right-of-Way (the "**Works**") and prior to any subsequent material alteration, improvement or replacement of the Works the Transferee shall provide to the Transferor plans and specifications for same and shall obtain the prior written approval of the Transferor to such plans and specifications, such approval not to be unreasonably withheld. The plans and specifications for the Works and for any new improvements or works, as approved by the Transferor pursuant to this Section, are hereinafter the "**Approved Plans**". The plans and specifications for the Works, for prior approval by the Transferor, shall include construction drawings and drainage, grading and landscaping plans, including a property line planting buffer/screen. No material changes to the Approved Plans shall be permitted without the prior written approval of the Transferor, acting reasonably. The execution of the Works shall be done in accordance with a timing schedule as approved by the Transferor. Any material changes to the timing schedule shall require the consent of the Transferor (not to be unreasonably withheld, although such consent may be subject to conditions including, but not limited to, reasonable notice of changes). As part of the Works, the Transferee shall grade the Servient Tenement in compliance with the Approved Plans and all Applicable Laws, including the requirements of the Town of Tecumseh and all other Governmental Authorities and any requirements imposed in connection with or required by the Dixon Drain drainage agreement; in each case at the Transferee's sole cost and expense. Upon completion of the Works the Transferee shall provide to the Transferor a detailed "*as-built*" topographical survey of the Easement and Right-of-Way showing the Works.

4. As part of the Works, the Transferee shall install and maintain, at its sole cost and expense, within the Servient Lands, in the locations identified on the Conceptual Plans, prominent signs and signage, (of size and nature, in keeping with the signage provided to other sponsors or donors of trail lands and lands to the Transferee and/or the Essex Region Conservation Authority) naming the Transferor and recognizing the contribution by the Transferor of the Pedestrian Use Right-of-Way over the Servient Lands and the Transferee shall provide (and/or shall cause the Essex Region Conservation Authority to provide) to the Transferor the signage and recognition recognizing the contribution by the Transferor of the Pedestrian Use Right-of-Way over the Servient Lands as set out in Schedule "C".

5. The Transferee shall keep the Servient Tenement and the Works in good repair, maintaining minimum standards set by the Transferee consistent with adjacent pedestrian areas and to the reasonable satisfaction of the Transferor and shall perform the work in a manner, and maintain a condition of safety, so as to comply with all Applicable Laws in respect of said work. Without the prior written consent of the Transferor, which consent will not be unreasonably withheld, the Transferee shall not fell, cut, trim, log, damage,

destroy or remove any trees or other vegetation or parts thereof, on or from the Servient Tenement, except as may be necessary: (i) in connection with the initial construction of the Works, pursuant to the Approved Plans; (ii) for maintaining the Pedestrian Right-of-Way; or (iii) for the prevention of disease.

6. The Transferor may at any time or times undertake additional maintenance on the Additional Maintenance Area to a higher standard if it so chooses, without any future obligation to continue to undertake any such additional maintenance.

7. The Transferee also agrees to maintain access to the Pedestrian Use Right-of-Way in accordance with the standards established by the Transferee and to the reasonable satisfaction of the Transferor. The Transferee, after any construction, maintenance or improvements, shall as soon as reasonably possible, restore the Servient Tenement appropriately and remove all debris therefrom and replace at its cost any soil, turf or asphalt removed in connection with any such activities. The Transferee shall not, except with the prior written consent of the Transferor, erect or allow the erection of any buildings, overnight rest areas, camps, campsites, huts, tents, benches, wells, fireplaces or other structures on the Servient Tenement, save and except for small scale structures on the Pedestrian Use Right-of-Way such as commemorative or interpretive signs or plaques, stiles, boardwalks, bridges, steps or similar structures.

8. For the purposes of this Agreement: (i) "**Agreement**" means this agreement and the schedules attached hereto as supplemented, amended or restated from time to time by an agreement in writing between the parties; (ii) "**Applicable Laws**" means any and all applicable federal, provincial and municipal statutes, by-laws, rules, regulations, codes, orders, published policies and published guide-lines; (iii) "**Business Days**" means Mondays to Fridays between the hours of 9:00 a.m. and 5:00 p.m., unless any of such days is a statutory holiday in the Province of Ontario; (iv) "**Conceptual Plans**" means the Essex Region Trail Development conceptual site plan drawings prepared by the Transferor dated July 6, 2016 and initialled for the purposes of approval and identification by both the Transferor and the Transferee; (v) **"Governmental Authority"** means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency or instrumentality thereof; (vi) "**Lands**" means the lands described as Part of North half Lot 304, Concession STR, Sandwich East as in R1125875 and R1062386; Tecumseh, being PIN 70620-0010 (LT) and owned by the Transferor; (vii) **"Material**" or "material" or "materially" means in reference to an impact to the rights granted to the Transferee under this Agreement including the Easement and Right of Way hereunder, an impact which is either substantial or significant and demonstrably restricts such right or Right of Way; (viii) "**Pedestrian Use**" means the use by the general public for walking, cycling, cross-country skiing, rollerblading or other non-motorized pedestrian activity during daylight hours only; and (ix) **"Unavoidable Delay**" means a delay caused by reason of strikes, labour troubles; inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots, insurrection; sabotage; rebellion; war; act of God; or other reason whether of a like nature or not, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement.

9. Other than the Pedestrian Use, all other modes of access by the public to the Pedestrian Use Right-of-Way and all other uses of the Pedestrian Use Right-of-Way are prohibited and the Transferee shall use reasonable commercial efforts to ensure users of the Pedestrian Use Right-of-Way comply with such prohibitions. The Transferee acknowledges that the Transferor has no responsibility of any kind whatsoever to supervise users of the Pedestrian Use Right-of-Way.

10. The Transferee, in the event it grants a release of the Easement, will, if requested by the Transferor, remove all Works and all other improvements, markers and signage made to the Servient Tenement by the Transferee and restore the Servient Tenement to the state it was in prior to installation of such Works and improvements.

11. The burden of this transfer of Easement is and shall be of the same force and effect for all intents and purposes as a covenant running with the Servient Tenement.

12. The Transferor covenants and agrees with the Transferee that the Servient Tenement shall remain unencumbered in perpetuity by any building or other structure, not otherwise

allowed by this Agreement, but this shall not prevent the Transferor or Transferee from paving the Servient Tenement. The Transferor shall have the right fully to use and enjoy the Servient Tenement, subject always to and so as not to interfere in any material way with the Easement and Right-of-Way hereby granted to the Transferee. Without limiting the foregoing, the Transferor may erect or repair fences, construct or repair tile drains and domestic sewer pipes, water pipes, culverts, utility pipes and cables and construct and repair lanes, roads, driveways, pathways and walkways on, over, across and upon the Servient Tenement or any portion thereof provided same does not materially impair the rights conferred on the Transferee by this Agreement. For certainty, temporary material interference with the Easement and Right-of-Way and the other rights hereby granted to the Transferee, in order for the Transferor to perform repairs, for construction activities and in the event of an emergency, are permitted, provided, to the extent reasonably possible in the circumstances the Transferor shall provide prior notice to the Transferee .

13. The Transferor reserves to itself and to its successors and assigns all rights accruing from ownership of the Servient Tenement, including the right to engage in or permit or invite others to engage in all uses of the Servient Tenement, provided such uses do not interfere with the uses and rights conveyed to the Transferee herein. The Transferor retains the right to grant easements, licenses and leases on, over or under the Servient Tenement to any person, public utility or Governmental Authority it desires, and under any terms and conditions it deems desirable; provided, however, that no such grant shall interfere in a material way with the rights conferred on the Transferee by this Agreement. The Transferee must consent in writing, said consent not to be unreasonably withheld or delayed, to the granting of any easement, licence or lease that will interfere in a material way with the rights conferred on the Transferee by this Agreement.

14. Subject to Section 23 of this Agreement; if at any time, the Transferee, in the opinion of the Transferor, acting reasonably, neglects or refuses to perform any of its obligations pursuant to this Agreement, the Transferor may serve on the Transferee a notice setting out the particulars of the breach. The Transferee shall have forty-five (45) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Transferor, acting reasonably, for remedying the breach. If within such forty-five (45) days the Transferee has not, to the satisfaction of the Transferor, acting reasonably, remedied or made arrangements satisfactory to the Transferor to remedy the breach, the Transferor shall have the right, but not the obligation, to enter upon the Servient Tenement and to remedy the breach and the Transferee shall reimburse the Transferor for all reasonable expenses incurred thereby. Further, where deemed necessary by the Transferor for the protection and preservation of the Servient Tenement or the Lands, and in addition to any of its other legal or equitable remedies, the Transferor shall have the right to seek and obtain an immediate injunction against the Transferee prohibiting the use of the Servient Tenement by the Transferee until the breach is rectified by the Transferee.

15. Subject to Section 23 of this Agreement; if at any time, the Transferor, in the opinion of the Transferee, acting reasonably, neglects or refuses to perform any of its obligations pursuant to this Agreement, the Transferee may serve on the Transferor a notice setting out the particulars of the breach. The Transferor shall have forty-five (45) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Transferee, acting reasonably, for remedying the breach. If within such forty-five (45) days the Transferor has not, to the satisfaction of the Transferee, acting reasonably, remedied or made arrangements satisfactory to the Transferee to remedy the breach, the Transferee shall have the right, but not the obligation, to enter upon the Servient Tenement and to remedy the breach and the Transferor shall reimburse the Transferee for all reasonable expenses incurred thereby.

16. In the event the Transferor determines, in its sole discretion, acting reasonably, that users of the Servient Tenement are: (i) not keeping to the limits of the Servient Tenement and are traversing other parts of the Lands; or (ii) are accessing or using the Pedestrian Use Right-of-Way by modes of access or for uses that are prohibited by this Agreement; or (iii) are in violation of the regulations of the *Conservation Authorities Act*; or (iv) are otherwise creating a nuisance for the Transferor, as the case may be, (hereinafter referred to as "**Unauthorised Use**"), the Transferor may erect a Highway Fence as specified in OPSD 971.101 as amended from time to time (with or without gated access at the option

of the Transferee), demarcating the boundary between the balance of the Lands (or any portion thereof) and the Servient Tenement and the Transferee shall forthwith after receipt of an invoice reimburse the Transferor for all reasonable expenses incurred thereby. The transferor may upgrade this fence to meet their landscaping standards at its own expense. Without limiting the foregoing, in the event of such Unauthorised Use, the Transferor shall give the Transferee written notice of such Unauthorised Use and the Transferee within fourteen (14) days of the notice of Unauthorised Use being given shall take all reasonable commercial steps to stop the Unauthorized Use.

17. The Transferor and Transferee agree that the Easement and Right-of-Way may only be relocated from the Servient Tenement to another portion of the Lands by mutual agreement (the "**Relocated Right-of-Way**") provided:

    (a) The Transferor and Transferee consent to the location and dimension of the Relocated Right-of-Way acting reasonably having consideration to its purpose. The parties acknowledge and agree that it is their mutual intention that the Pedestrian Use Right-of-Way shall be generally located along the middle of the Servient Tenement, so as to facilitate the viability of its use as a Pedestrian Use trail.

    (b) The Relocated Right-of-Way will have the same beginning point and termination point to facilitate a continuous Right-of-Way for pedestrian use being established herein by the Transferee.

    (c) The Relocated Right-of-Way shall be conditional on Planning Act compliance which shall be the sole responsibility of the party requesting the relocation.

    (d) The party requesting the relocation shall be solely responsible for costs to establish the walkway on the Relocated Right-of-Way.

    (e) The party requesting the relocation will be solely responsible for costs to remove pavement, if any, etc., from the Right-of-Way.

    (f) All other terms of thisAgreement shall apply to the Relocated Right-of-Way.

    (g) The Transferee shall execute and register a release of the Right-of-Way. The Transferor shall execute and register the Relocated Right-of-Way. The cost thereof shall be the responsibility of the party requesting the relocation.

18. The Transferee may, only assign all of its interest in this Agreement to a Governmental Authority having a conservation mandate. Upon having made such a permitted assignment and the assignee of the rights of the Transferee having acknowledged in writing that it will perform all obligations of the Transferee as if an original party to this agreement, the Transferee shall be relieved of its obligations hereunder. The Transferor may assign its rights under this Agreement to any transferee of the Lands on which the Easement and Right-of-Way is located.

19. (a) The Transferor owns the Lands of which the Servient Tenement forms a part, and which Lands are currently open to the public for pedestrian use. During any period that the Transferor does not maintain a fence between the balance of the Lands and the Servient Tenement, the Transferor shall be responsible for and shall hold public liability insurance over the Lands, excluding the Servient Tenement, in a minimum amount of Five Million Dollars ($5,000,000.00) per occurrence for property damage, bodily injury and personal injury and including the following policy endorsements: (i) cross-liability; (ii) waiver of subrogation; and (iii) 30 day notice of cancellation and shall provide the Transferee with satisfactory evidence of such coverage not less than annually. During any period that the Transferor does not maintain a fence between the balance of the Lands and the Servient Tenement, the Transferor shall indemnify and save harmless the Transferee for any actions, damages, claims and costs whatsoever incurred by the Transferee relative to the use by the public of the Lands, excluding the Servient Tenement, except those arising from the gross negligence or deliberate wrongful conduct of the Transferee.

(b) The Transferee shall be responsible for and shall hold public liability insurance over the Servient Tenement in a minimum amount of Five Million Dollars ($5,000,000.00) per occurrence for property damage, bodily injury and personal injury and including the following policy endorsements: (i) cross-liability; (ii) waiver of subrogation; and (iii) 30 day notice of cancellation. The Transferee shall indemnify and save harmless the Transferor for any actions, damages, claims and costs whatsoever incurred by the Transferor relative to the use by the public of the Servient Tenement, except those arising from the gross negligence or deliberate wrongful conduct of the Transferor.

(c) The Transferor may place or install objects such as benches, memorial markers, plaques, memorial and dedication products, cremation products and signs and way finding as well as landscaping features the "**Transferor's Features**" within the Additional Maintenance Area, in numbers and in locations as determined by the Transferor, that do not materially interfere with the Pedestrian Use, provided that the Transferor has no obligation to install or place may Transferor's Features within the Additional Maintenance Area. The Transferor may install and remove Transferor's Features at any time or times and the Transferor will maintain any such Transferor's Features once placed upon or installed within the Additional Maintenance Area. The Transferor shall have the exclusive right to supply or install benches, memorial markers, plaques, memorial and dedication products, cremation products and signs within the Servient Tenement and the Transferee shall not install or place, or suffer or permit to be installed or placed any benches, memorial markers, plaques, memorial and dedication products, cremation products or similar products upon or within the Servient Tenement without written consent. If the Transferor installs or places any Transferor's Features within the Additional Maintenance Area it shall be deemed to have self-insured for any damages to any such benches, memorial markers, plaques, memorial and dedication products, cremation products or similar products it places upon or within the Servient Tenement. The Transferor shall indemnify and save harmless the Transferee for any actions, damages, claims and costs whatsoever incurred by the Transferee relative to or associated in any way with the Transferor's Features, except for those arising from the gross negligence or deliberate wrongful conduct of the Transferee.

(d) The Transferee shall indemnify and save harmless the Transferor and its agents, servants, employees, directors, officers and contractors from and against any and all actions, causes of action, claims, demands, losses, expenses, costs (including legal costs), and for any and all liability for damages to property and injury to persons (including death) of every nature and kind whatsoever however caused arising out of or in any way related to the exercise by the Transferee or the public of rights granted to the Transferee pursuant to this Agreement including the activities of the Transferee and those for whom the Transferee is responsible at law at or on the Servient Tenement and the Works and other improvements of the Servient Tenement by the Transferee; and including, but without restricting the generality of the foregoing, any claim by a member of the public using ~~any existing or future pathway or walkway~~ the Pedestrian-Use Right-of Way or Relocated Right of Way, and including but without restricting the generality of the foregoing, any claim for nuisance made against the Transferor as owner of the Lands for or by reason of the neglect or fault of the Transferee and persons for whom it is responsible at law in the exercise of the rights herein granted to the Transferee, except those arising from the gross negligence or deliberate wrongful conduct of the Transferor.

(e) The Transferor shall indemnify and save harmless the Transferee and its agents, servants, employees, directors, officers and contractors from and against damages suffered by them for bodily injury (including death) occurring at or on the Servient Tenement arising from the gross negligence or deliberate wrongful conduct of the Transferor, to the extent only that the Transferee is not entitled to an insurance recovery in respect of such bodily injury (including death).

(f) The Transferee shall indemnify and save harmless the Transferor and its agents, servants, employees, directors, officers and contractors from and against damages

suffered by them for bodily injury (including death) occurring at or on the Servient Tenement arising from the gross negligence or deliberate wrongful conduct of the Transferee, to the extent only that the Transferor is not entitled to an insurance recovery in respect of such bodily injury (including death).

20. All notices, requests, demands or other communications (a "**Notice**") to be given pursuant to this agreement shall be given in writing and either be mailed postage prepaid or be delivered by personal delivery during normal business hours on Business Days mailed or delivered, as the case may be:

(i) In the case of the Transferor to:

2 Jane Street
Toronto, Ontario M6S 4W8
Attention: Gary Rogerson
Fax: (416) 763-2514
Email: grogerson@arbormemorial.com

(ii) In the case of Transferee to:

917 Lesperance Rd.
Tecumseh, Ontario N8N 1W9
Attention: The Corporation of the Town of Tecumseh
Fax: (519) 735 6712
Email:

and to:

72 Talbot St. North, Suite 100
Essex, Ontario N8M 1A2
Attention: Ed Hooker
Fax: (519) 776-7277
Email:

Any party may at any time give Notice to the other party of any change of address of the party giving such Notice and from and after the giving of such Notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving such Notice. Any Notice so given, if delivered, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third Business Day following the day of which such Notice is mailed (except during a postal strike or anticipated postal disruption in which case such Notice shall be delivered).

21. In the event that the Servient Tenement, the Lands or the personal property of the Transferor are damaged by the Transferee or its employees, agents, contractors or those others for whom at law the Transferee is responsible as a result of the Transferee's exercise of its rights granted hereunder, the Transferee shall repair the damage within a reasonable time at its own expense. In the event that the Transferee fails to make such repairs within a reasonable period of time, the Transferor shall be entitled, but not obligated, to effect such repairs after providing prior notice to the Transferee of such default together with a reasonable period to rectify such default and the Transferee shall reimburse the Transferor for all reasonable costs incurred by it, including without limitation, any costs incurred by it in enforcing this obligation.

22. In the event that the Works of the Transferee at the Servient Tenement are damaged by the gross negligence or deliberate wrongful conduct of the Transferor or its employees, agents, contractors or those others for whom at law the Transferor is responsible, the Transferor shall repair the damage within a reasonable time at its own expense. In the event that the Transferor fails to make such repairs within a reasonable period of time, the Transferee shall be entitled, but not obligated, to effect such repairs after providing prior notice to the Transferor of such default together with a reasonable period of not less than forty-five (45) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Transferee, acting reasonably, for remedying the breach to rectify such default and the Transferor shall reimburse the Transferee for all reasonable

costs incurred by it, including without limitation, any costs incurred by it in enforcing this obligation.

23. If, by reason of Unavoidable Delay, a party is in good faith and without default or neglect on its part prevented or delayed in carrying out its obligations hereunder which under the terms of this Agreement it is or may be required to do by a specified date or within a specific period of time, the date or the period of time within which the work was to have been completed may be extended by a period of time equal to that of such delay or prevention. Such party shall not be deemed to be in default if it performs and completes the work in the manner required by the terms of this Agreement within such extended period of time or within such further extended period of time as may be agreed upon from time to time by the parties hereto.

24. The parties and their successors and assigns shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this agreement and all matters contemplated hereby to effectuate, carry out, and perform the intent of this agreement and all of the obligations and agreements contained herein.

25. If any provision of this Agreement or its application to a person or circumstance is, to any extent, invalid, illegal, or unenforceable, it shall be considered separate and severable from this agreement, and the remaining provisions of this agreement or the application of the provisions to persons or circumstances other than those as to which it is invalid, illegal, or unenforceable shall remain in full force as though such invalid, illegal, or unenforceable provision or application had never been included.

26. The easements to be granted pursuant to this Agreement shall be expressly subject to compliance with the Planning Act (Ontario), and any amendments thereto. Until Planning Act consent or other compliance with the provisions of the *Planning Act*, RSO 1990, as amended, have been achieved, the term of this Agreement shall be twenty-one (21) years less one (1) day. Any required consent shall be at the Transferee's sole cost and expense. The Transferor shall cooperate with the Transferee in any application by the Transferee for consent it being understood that the Transferee shall have carriage of such proceedings and that the Transferor shall execute all documents and make all attendances as may be reasonably required in accordance therewith.

27. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and assigns.

28. Time is of the essence of this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.

29. The Transferee shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement. The Transferee shall be responsible for and shall reimburse the Transferor for all of the Transferor's current and future legal fees, consulting and engineering fees and related expenses arising from the negotiation, implementation and administration of this Agreement.

30. The Transferee shall be responsible for and shall reimburse the Transferor for a share (the "**Transferee's Share**") of the Dickson Drain maintenance fees payable by the Transferor to The Corporation of the Town of Tecumseh or other relevant Governmental Authority, as the case may be, for the on-going maintenance and repair of the Dixon Drain based on the contributing flow of water runoff from the Easement and Right-of-Way into the Dickson Drain, such Transferee's Share to be determined by the Transferor (in consultation with a qualified drainage engineer or consultant retained by the Transferor) and payable by the Transferee to the Transferor within thirty (30) days after the Transferor provides to the Transferee an invoice for the Transferee's Share in each calendar year.

31. **[In consideration of the gift of the Easement and Right-of-Way to the Transferee, the Transferee agrees to issue to the Transferor a income tax receipt under the *Income Tax Act* (Canada) ("Tax Receipt") in an amount equal to the appraised value of the Servient Lands as determined by the Appraisal (as that term is defined below) in recognition of the donation of the Easement and Right-of-Way. The**

Transferor shall be responsible, at the expense of the Transferee, for the preparation of an appraisal of the fair market value of the Servient Lands by an independent accredited land appraiser engaged by the Transferor for such purpose (the "Appraisal") to a maximum of ~~up to~~ $XXXX. The Appraisal shall be delivered to the Transferee on or before July 30, 2017. The Transferee covenants and represents to the Transferor that it has the full power and capacity to enter into this Agreement and to obtain and cause the issuance of the Tax Receipt.][NTD: 1.Best to have the appraisal and appraised value prior to execution and delivery of this agreement - otherwise need delivery of agreement conditional upon receipt of tax receipt 2. Will Town accept whatever value is in the appraisal and produce a receipt for that value? Yes 3. Typically we have a separate agreement dictating the terms of release of the easement - typically in exchange of the tax receipt] [**The Transferee represents, warrants and agrees that it is registered for the purposes of GST/HST and the Transferee's Registration Number is R-_____. The Transferee shall be responsible for any goods and services tax or harmonized sales tax under the Excise Tax Act *(Canada)* ("GST/HST") payable on the gifting of the Easement and Right-of-Way to the Transferee and the transactions under this Agreement and the Transferee covenants with the Transferor that it shall be liable, shall self-assess and remit to the appropriate governmental authority all GST/HST and file all returns (if any) prescribed to be filed under the Income Tax Act (*Canada)* and the Excise Tax Act *(Canada)* in respect of this transaction and agrees to indemnify and hold harmless the Transferor from and against such GST/HST together with any penalties and interest thereon or other costs and expenses suffered by the Transferor which may arise as a result of any failure by the Transferee to comply with this provision. Upon execution of this Agreement the Transferee shall provide the Transferor with an officer's certificate concerning registration under the *Excise Tax Act* (Canada) and an undertaking and indemnity concerning the matters set out in this Section.]**

32. This Agreement is the entire agreement between the parties with respect to the matters dealt with herein, and no understandings, representations, warranties or agreements, verbal, collateral or otherwise relating to the subject matter of this Agreement except as expressly set out in this Agreement.

33. If the Easement and Right-of-Way is abandoned by the Transferee or not used by the Transferee for the Pedestrian Use set out herein for a period of two years or more then at the request of the Transferor the Transferee shall execute and deliver a release of the Easement and Right-of-Way and this Agreement.

34. Neither party shall be liable to the other for any damage to or change in the Trail resulting from causes beyond the control of such party, including, without limitation, accidental fire, flood, storm, storm water flow, earth quake, subsidence, trespass, insect infestation or disease.

TO EVIDENCE THEIR AGREEMENT, the Transferor and the Transferee have signed this Agreement.

ARBOR MEMORIAL INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF TECUMSEH

By: _____
Name:
Title:

By: _____
Name:
Title:

We have authority to bind the Corporation

SCHEDULE "A"

(Servient Tenement)

Part of North half Lot 304, Concession STR, Sandwich East, designated as Parts _____ _____on 12R _____

SCHEDULE "B"

(Benefitting Lands)

SCHEDULE "C"

(Donor Recognition)

1. The Transferee will provide signage at both ends of the Servient Tenement in locations approved by the Transferor, acting reasonably providing recognition of the Transferor's grant of the Easement and Right -of-Way on which 1.5km of trail, the *Arbor Memorial Walk*, will be constructed.

2. A media release and caption will be developed and distributed to local media outlets, highlighting the contribution to the Essex Region Conservation Foundation and the grand opening of the *Arbor Memorial Walk*. This media release will also be shared on essexregionconservation.ca and on Essex Region Conservation's social media accounts – Facebook, Twitter and Instagram.

3. The Transferee and its organization's name will be listed in the Essex Region Conservation Foundation's Annual Report under the $100,000.00 plus donor level.

4. A photo and caption highlighting the Transferee's gift will be included in the new Essex Region Conservation bi-monthly e-newsletter.

5. The Transferee's name will be listed on the Essex Region Conservation Foundation's new Donor Recognition Wall that will be displayed prominently at ERCA's head office in Essex, ON, as well as electronically on essexregionconservation.ca.

6. The Transferee's logo and a link to your website, featured prominently on essexregionconservation.ca.

7. The Transferee will be provided with invitation to attend the Essex Region Conservation Foundation's Annual General Meetings.

8. The Transferee will be provided with invitations to private tours and special events, hosted by the Essex Region Conservation Foundation.

NOTICE OF ASSIGNMENT AND ASSUMPTION
OF
RIGHT-OF-WAY AGREEMENT

To: **ARBOR MEMORIAL INC.**
2 Jane Street
Toronto, Ontario M6S 4W8
Attention: Gary Rogerson

In the matter of a Right of Way Agreement between ARBOR MEMORIAL INC. (hereinafter called the "Transferor") and THE CORPORATION OF THE TOWN OF TECUMSEH (hereinafter called the "Transferee") dated the ___day of _____, 2017 respecting the Servient Tenement described as Part of North half Lot 304, Concession STR, Sandwich East, designated as Parts _____on 12R _____ (herein "the Agreement")

You are hereby notified by the Transferee that effective _____, 2017 (herein "the Effective Date"), the Transferee has assigned all benefits, rights, title and interest in the Agreement to the Essex Region Conservation Authority ("ERCA" or "Assignee").

The Assignee hereby:

a) acknowledges acceptance of this assignment of the Agreement; and
b) covenants to the Transferor and Transferee that it will perform all obligations of the Transferee under the Agreement as if an original party to the Agreement.
c) This shall be the new address for service until further amended by written notice.:

Essex Region Conservation Authority
360 Fairview Avenue West, Suite 311, Essex, Ontario N8M 1Y6
Attention: Kevin Money, Director of Conservation Services
EMAIL: kmoney@erca.org

Dated at Tecumseh Essex, Ontario this _____ day of _____2017.

SIGNED, SEALED AND DELIVERED
in the presence of }
} **THE CORPORATION OF THE TOWN OF**
} **TECUMSEH**
}
}
}
} _____
}Per: Gary McNamara, Mayor
}
}
}
} _____
} Per: Laura Moy, Clerk
}"I/we have authority to bind the corporation"
}
} **ESSEX REGIONAL CONSERVATION AUTHORITY**
}
}
} _____
} Per: Ed Sleiman, Chair
}
}
} _____
} Per: Richard J.H. Wyma, General Manager /
} Secretary-Treasurer
}"I/we have authority to bind the Essex Regional
} Conservation Authority"

FACILITY CROSSING AGREEMENT

THIS AGREEMENT is made effective as of the **23rd** day of **May, 2017.**

BETWEEN:

Plains Midstream Canada ULC
(hereinafter and in Schedule "A", "B", "C" and "D", referred to as "Plains")

and

Town of Tecumseh
(hereinafter and in Schedule "A", "B", "C" and "D", referred to as the Grantee)

WHEREAS the **Eastern Delivery System** is owned and operated by Plains and is subject to the National Energy Board Act as administered by the National Energy Board; and

WHEREAS Plains owns and operates one or more pipelines across the Lands described in Schedule "A"; and

WHEREAS the National Energy Board Pipeline Crossing Regulations, Part I, effective as of the 17th day of October, 1988 define a set of responsibilities for the Grantee and circumstances under which leave of the National Energy Board will not be required prior to excavating upon a pipeline right-of-way or constructing a highway, railway, ditch, utility, etc., across a pipeline or its right-of-way; and

WHEREAS the National Energy Board Pipeline Crossing Regulations, Part II, effective as of the 17th day of October, 1988 define a set of responsibilities for the pipeline company which are necessary to ensure safety during the construction of the crossing; and

WHEREAS Grantee has acquired one or more rights-of-way across the Lands and **proposes Chrysler Canada Greenway Oldcastle Extension** (hereinafter referred to as "Grantee Facility") **which requires crossing Plains' pipeline right-of-way and buried pipe** ; and

WHEREAS Grantee has requested and Plains hereby grants a licence to cross the Lands described in Schedule "A"; and

WHEREAS the parties wish to define their respective rights, obligations and liabilities with respect to the area in the vicinity of the intersection of Plains' pipeline system and the Grantee's facilities, both as outlined on Schedule "A".

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, mutual covenants and agreements herein contained, the parties agree that their respective operations in the Crossing Area (as defined in Section 1) shall be governed by this Agreement as herein described.

1. INTERPRETATION

(a) In this Agreement, including the recitals, the words and terms used shall have the following meanings:

(i) "Agreement" means the body of this Agreement and the Schedules attached to it;

(ii) "Grantee's Facility" means the Facility to be constructed by the Grantee and to be located within, upon, over or under the Lands;

(iii) "Crossing Area" means the area(s) of intersection of Plains' pipeline and the Grantee's Facility as outlined on Schedule "A";

(iv) "Plains' Pipeline" means Plains' Pipeline or Pipelines for the transmission of oil connecting a province with any other province or provinces, or extending beyond the limits of a province or the off-shore area as defined in section 123 of the National Energy Board Act, and includes all branches, extensions, tanks, reservoirs, storage facilities, pumps, racks, loading facilities, interstation systems of communication by telephone, telegraph or radio, and real and personal property and works connected therewith;

(v) "Lands" means the Lands described in Schedule "A";

(vi) "Work" means, with respect to Plains' Pipeline or the Grantee's Facility, carrying, laying, installing, constructing, maintaining, operating, repairing, inspecting, replacing, altering, removing, abandoning and such other operations as may be required from time to time and includes any disturbance of the ground in the vicinity of the Pipe.

(b) The words "Emergency", "Excavation", "Facility", "Pipe" and "Restricted Area" shall have those meanings as set out in Section 2 of the National Energy Board Pipeline Crossing Regulations, Part I.

2. METHOD OF INTERPRETATION

Unless a term or provision, if acted upon, would result in violation of any code, statute, law, regulation, permit, licence, or governmental order, the following shall apply:

(a) If any term or provision contained in the body of this Agreement conflicts with a term or provision contained in any Schedule, the term or provision in the Schedule shall prevail,

(b) If any terms or provisions of Schedule "A" and Schedule "B" conflict, Schedule "B" shall prevail over Schedule "A".

3. SCHEDULES

This Agreement, including the recitals and the following Schedules, which are attached hereto and made part hereof, shall be terms and conditions as agreed to by Plains and Grantee:

Schedule "A" - Location Plan and Profile
Schedule "B" - Specific Terms and Conditions
Schedule "C" - Safeguarding Pipelines and Facilities, Crossing Report
Schedule "D" - National Energy Board Pipeline Crossing Regulations, Part I

4. LEGAL DESCRIPTION OF CROSSING AREA

near intersection of Oldcastle Road and Walker Road, Tecumseh, Ontario

5. CONSENT

Plains hereby agrees that Grantee may perform the Work on Grantee's Facility in the Crossing Area in accordance with the terms and conditions of this Agreement.

6. COMPLIANCE WITH STATUTES AND REGULATIONS

Grantee and Plains shall at all times comply with any and all applicable codes, statutes, regulations, permits, licences, orders and directions of any governmental authority from time to time in force including the National Energy Board Act and the National Energy Board Pipeline Crossing Regulations, Part I and Part II (1988) as amended from time to time and without limiting the generality of the foregoing, the Grantee shall be subject to the obligations of both an Excavator and a Facility owner as those terms are defined pursuant to the National Energy Board Pipeline Crossing Regulations, Part I.
The minimum technical standards in the applicable codes, statutes and regulations shall apply to Grantee's Work unless more stringent standards are provided for in this Agreement or are imposed under the National Energy Board Act or other authority having jurisdiction over part, parts or the whole of the Plains pipeline system. If compliance with any provision of this Agreement would result in violation of any applicable code, statute, regulation, permit, licence,

order or direction, such code, statute, regulation, permit, licence, order or direction shall prevail and this Agreement shall be deemed to be amended accordingly.

7. POSITION OF FACILITY

Unless otherwise indicated in any of the Schedules, or ordered by governmental authority or regulations:

(a) the clearance between Plains' Pipeline and the Grantee's Facility shall be in accordance with the latest CSA Standards, as amended from time to time.

(b) the depth of Grantee's Facility beneath the ground surface shall be maintained for the entire width of the Crossing Area.

8. CONDITIONS

When Grantee installs a Facility in the Crossing Area, the following terms and conditions shall apply:

(a) Grantee shall install and maintain suitable buried markers indicating the location of Grantee's Facility in the Crossing Area.

(b) Grantee shall carry out all Work in the Crossing Area in a proper and diligent manner and in accordance with good engineering and construction practices.

(c) Grantee shall notify Plains 72 hours prior to the commencement of any ground disturbance within 30 metres of Plains' easement to enable a field representative to locate and identify Plains' pipeline and limits of easement.

(d) During its operations pursuant to this Agreement, Grantee shall have available at the Crossing Area, a fully executed copy of this Agreement.

(e) Grantee shall ensure that the Work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by Plains and in accordance with the Location Plan and Profile.

(f) The Grantee shall inform its contractors of their responsibilities regarding any construction or installation of a facility subject to this Agreement and shall make available at the Crossing Area a copy of the National Energy Board Pipeline Crossing Regulations, Part 1.

(g) When necessary to protect the public, the Grantee shall fence or barricade the area around the excavation and shall erect such warning signs as required.

(h) Grantee shall ensure that the weight of any equipment crossing over Plains' Pipeline will not cause any damage to Plains' Pipeline. Grantee shall, if requested by Plains' Field Representative, ramp the Crossing Area during any such crossing of equipment.

(i) Grantee shall physically support Plains' Pipeline as required, or as directed by Plains, while any Work is being carried out hereunder.

(j) Grantee shall cover Plains' Pipeline with such quantity of backfill material as is specified by Plains' Field Representative prior to the Grantee commencing backfilling operations.

(k) Grantee shall, as soon as it is reasonably practical after the completion of Grantee's Work in the Crossing Area, restore the surface of the Crossing Area as closely as is practical to the condition in which it existed immediately prior to the Work being commenced.

(l) In the case of damage to Grantee's Facility in the Crossing Area or other Emergency, Grantee shall commence the necessary Work and shall forthwith give to Plains' Field Representative verbal notice of such damage or other Emergency and of the necessary Work to be conducted, and shall forthwith give notice pursuant to Section 11 hereof.

(m) The whole of the cost of the Work with respect to Grantee's Facility in the Crossing Area shall be borne by Grantee.

(n) Grantee shall do all things that in Plains' reasonable opinion are necessary to ensure that Plains' cathodic protection of Plains' Pipeline or any part thereof is not damaged or adversely affected as a result of Grantee's operations or subsequent application of cathodic protection by Grantee to Grantee's Facility. Notwithstanding the generality of the foregoing, Grantee shall install where necessary not less than two (2) coated wire test lead system at the nearest reasonable access, of a design acceptable to Plains. The whole of the cost of providing installation and maintenance of any such cathodic protection and such test lead system shall be borne by Grantee. Notwithstanding the foregoing, cathodic protection shall not be required where Grantee installs a plastic or other nonmetal Facility.

(o) Grantee shall be liable for and shall pay all taxes, rates and assessments of every description whatsoever that may be imposed by any lawful authority by reason of the presence of Grantee's Facility in the Crossing Area, or by reason of this Agreement or of anything done by Grantee pursuant to this Agreement. In addition, Grantee shall indemnify Plains from and against all such taxes, rates and assessments.

(p) Grantee shall ensure that Grantee's Field Representative or the contractor installing the Facility complies with and executes the "As-Built" Pipeline Crossing report, a copy of which is attached as Schedule "C".

(q) The costs associated with the location and identification of Plains' Pipelines or the supervision or monitoring of Work in the Crossing Area shall not be charged to the Grantee for short-term Work. However, if the Grantee's Work extends past a reasonable period of time, these extended costs may be charged to the Grantee.

9. REMEDY ON DEFAULT

In the case of default by Grantee in carrying out any of the provisions of this Agreement, Plains may give notice thereof to Grantee. If Grantee fails to commence to remedy such default within 15 days after receipt of such notice and diligently complete such remedy thereafter, Plains may take such steps as are appropriate to remedy such default and Grantee shall be liable for and shall pay all reasonable costs and expenses incurred by Plains in remedying the default.

10. FURTHER WORK

(a) If, subsequent to the initial Work to be undertaken by Grantee for its Facility, either Plains or Grantee desires to undertake any Work in the Crossing Area, this Agreement shall be deemed to grant consent to that party, and the provisions of this Agreement shall apply mutatis mutandis to all subsequent Work undertaken by either party under this Section 10.

(b) Notwithstanding the foregoing, installation of any Facility other than those shown on Schedule "A" shall require a separate crossing agreement.

(c) Notwithstanding the foregoing, if Emergency Work is required by either party, that party shall commence the necessary Work and shall forthwith give the other party's Field Representative verbal notice of the Emergency and necessary Work, and shall forthwith give notice pursuant to Section 11 hereof.

11. NOTICES

Notices shall be in writing and shall be sent to the parties at the addresses for notice shown below. The following shall govern notices:

(a) Either party may from time to time change its address for service by giving notice to the other party.

(b) Unless otherwise indicated in this Agreement, all notices authorized or required to be given hereunder or made necessary by the terms hereof shall be in writing and may be delivered by hand, mailed by prepaid mail, or sent by telecommunication. If mailed the notice shall be deemed to have been received seven (7) days (Saturdays, Sundays and statutory holidays excluded) after the mailing thereof. If delivered by hand, the notice shall be deemed to have been received on the day on which it was delivered, or if delivered after regular business hours, it shall be deemed to have been received on the following business day. If sent by telecommunication, the notice shall be deemed to have been received on the first business day following the day it was dispatched.

(c) No notice shall be effective if mailed during any period in which Canadian postal workers are on strike or if a strike of postal workers is imminent and may be anticipated to affect normal delivery thereof.

(d) Notwithstanding the foregoing, to the extent described in this Agreement, Plains and Grantee's Field Representatives or designated Alternates shall have the right and authority to make, give, receive any notice, information, direction or decision required in conducting Work hereunder.

(e)	Plains' Corporate Office	Grantee's Office
Name:	**Plains Midstream Canada ULC**	
Address:	1400, 607 – 8th Avenue SW	
	Calgary, AB T2P 0A7	
Dept.:	Damage Prevention Department	
Contact:	Trena Catchick	
Phone/Fax:	403-365-7338/403-233-0933	
e-mail:	trena.catchick@plainsmidstream.com	

c) Field Representative:

	Grantor	Town of Tecumseh
Name:	Ian Forster	
Position:	Community Relations Advisor	
Address:	513 Gladwish Drive	
	Sarnia, Ontario N7T 7H9	
Cell:	519.281.0145	

12. LIABILITY AND INDEMNITY

(a) Grantee shall:

(i) be liable to Plains for all loss, damages and expenses which Plains may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement, and in addition,

(ii) indemnify Plains against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Plains or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Grantee, its servants, agents, contractors or employees in respect of Grantee's use of the Crossing Area or by reason of this Agreement.

(b) Plains shall:

(i) be liable to the Grantee for all loss, damages and expenses which the Grantee may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Plains, its servants, agents, contractors or employees in respect of Plains use of the Crossing Area or by reason of this Agreement, and in addition,

(ii) indemnify Grantee against all actions, proceedings, claims, demands, and costs which may be brought against or suffered by Grantee or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of Plains, its servants, agents, contractors or employees in respect of Plains use of the Crossing Area or by reason of this Agreement.

(c) The provisions of 12(a) and 12(b) herein shall survive the termination of this Agreement.

13. INSURANCE

(a) Without in any way limiting the liability of either party under this Agreement, each party shall obtain and keep in force during the term of this Agreement the following:

(i) Comprehensive general liability insurance covering liability for bodily injury and property damage arising from operations contemplated by this Agreement. The limit of this insurance shall not be less than five million dollars ($5,000,000), inclusive, for any one occurrence unless otherwise agreed by the parties in writing;

(ii) Automobile liability insurance with an inclusive limit for bodily injury (including passengers) and property damage of one million dollars ($1,000,000).

These policies shall provide coverage for liability assumed under this Agreement.

(b) A party, upon request of the other party, shall furnish written documentation, satisfactory to the requesting party, evidencing the required coverage.

(c) As an alternative to the five million dollars ($5,000,000) policy of comprehensive general liability insurance and the one million dollar ($1,000,000) automobile liability insurance referred to in Section 13(a), if acceptable to the other party, and so evidenced in writing, a party may self-insure against the risks normally covered by such policies.

14. LICENCE

Neither the rights granted to Grantee by this Agreement nor any of the privileges or obligations in connection therewith shall run with the Lands of PMC (Nova Scotia) Company (as general partner of Plains Marketing Canada, L.P.) nor extend to the Lands of Plains' successors or assigns. Grantee agrees not to file any caveat, notice, caution or other document whatsoever with any Land Titles or Registry office or to otherwise encumber Plains' title to the Lands or Plains' easements registered against the lands.

15. CHANGES TO AGREEMENT

No change, modification or alteration of this Agreement shall be valid unless it be in writing and signed by the parties hereto, and no course of dealing between the parties shall be construed to alter the terms hereof.

16. ASSIGNMENT

(a) Neither party shall assign or transfer this Agreement or the rights and privileges hereby granted without the written consent of the other party first had and obtained, and such consent shall not be unreasonably withheld. Together with any request for such consent, the Assignor shall provide the other party with the Assignee's written confirmation that the Assignee is familiar with the terms of this Agreement and agrees to be bound by the terms of this Agreement.

(b) The other party may, in addition, require the Assignor and Assignee to execute a Novation Agreement in a form acceptable to the other party.

17. GOVERNING LAW

This Agreement and the rights and obligations of the parties herein shall be governed and construed according to the laws of the Province in which the Facility is to be constructed.

18. TERM

The rights and obligations of the parties under this Agreement shall terminate:

(a) one (1) years from the date hereof if construction of Grantee's Facility has not commenced, or

(b) upon proper abandonment or removal of all of Plains' or Grantee's Facilities from the Crossing Area and the completion of any reclamation Work required by applicable laws, except for those rights acquired and obligations incurred prior to such events.

19. MISCELLANEOUS

(a) In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

(b) Subject to Sections 14 and 16 herein, this Agreement shall enure to the benefit of and be binding upon the parties, their successors and assigns.

(c) Words such as "hereto", "thereto", "hereof" and "herein", when used in this Agreement, shall be construed to refer to provisions of this Agreement.

(d) The headings of all Sections of this Agreement, including the Schedules, are inserted for convenience of reference only and shall not affect the meaning or construction thereof.

(e) Time is of the essence of this Agreement.

(f) No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is expressed in writing. A waiver by a party of any breach shall not limit or affect that party's rights with respect to any other or future breach.

20. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties hereto and shall be deemed to have superseded any and all previous agreements and understandings, whether written or oral, between the parties dealing with the Pipeline and the Crossing Area, and all rights and obligations as herein described.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

PLAINS MIDSTREAM CANADA ULC	**TOWN OF TECUMSEH**
Per: _____	Per: _____
	Per: _____

Schedule "A" (page 1 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

LOCATION PLAN AND PROFILE

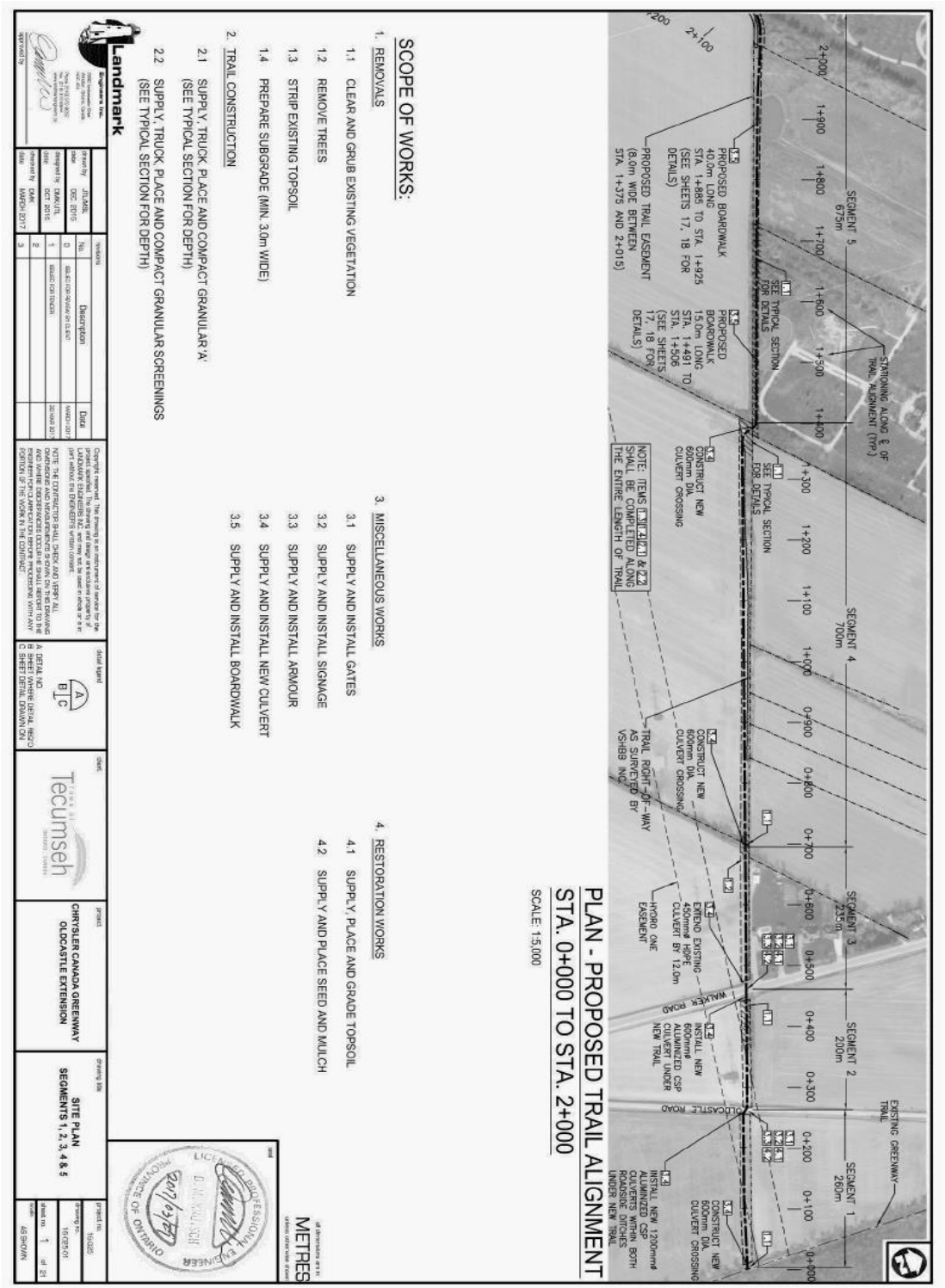
between: **Plains Midstream Canada ULC** (Grantor)

and **Town of Tecumseh** (Grantee)

dated: **23rd** day of **May, 2017.**

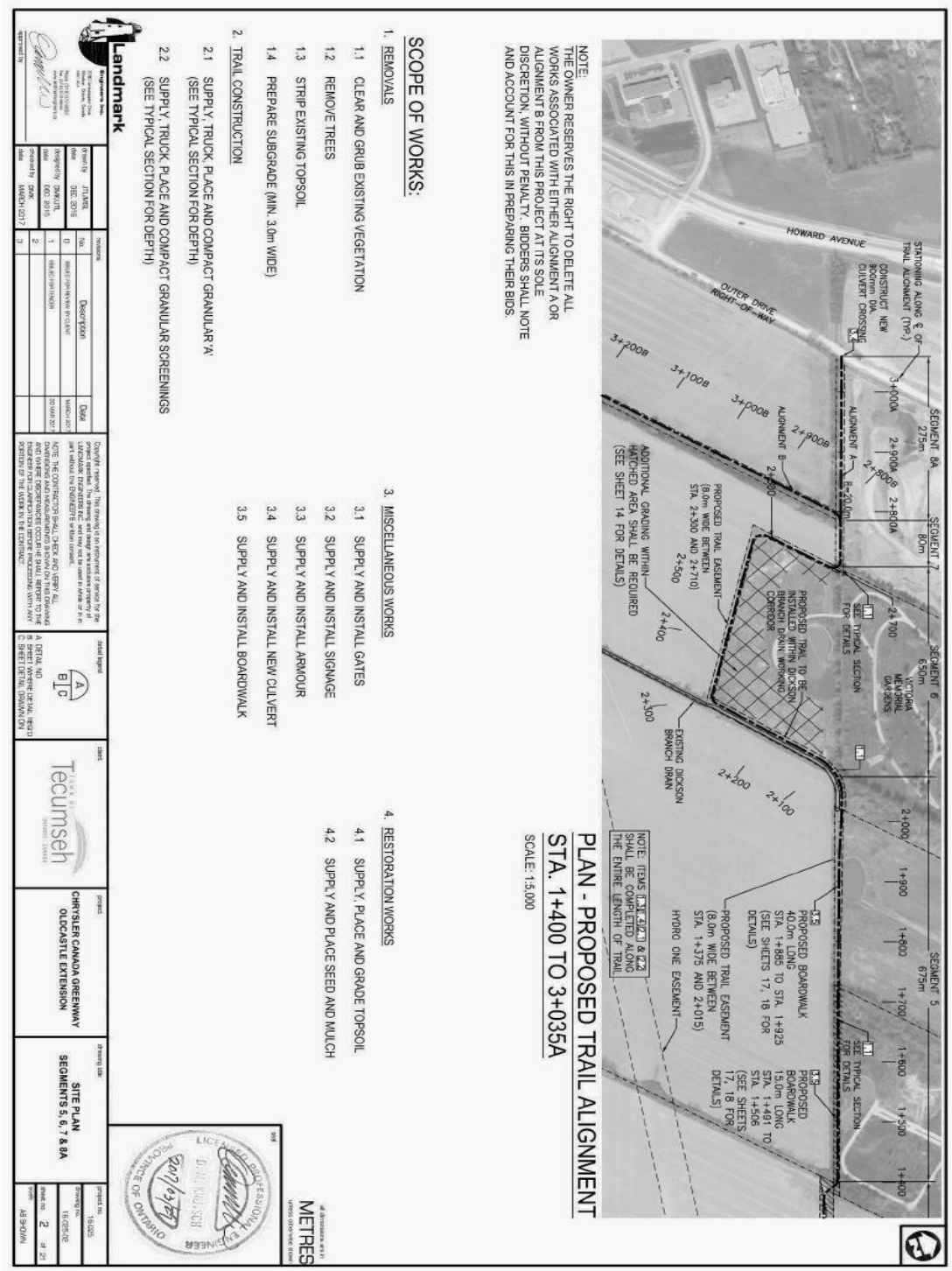
Schedule "A" (page 2 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 3 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Landmark

No.	Description	Date
0	ISSUED FOR REVIEW BY CLIENT	MARCH 2017
1	ISSUED FOR TENDER	DECEMBER 2017
2		
3		

drawn by: JTL/MRL date: DEC. 2016
designed by: SMA/TL date: DEC. 2016
checked by: DMK date: MARCH 2017
approved by:

Copyright reserved. This drawing is an instrument of service for the project specified. The drawing and design are exclusive property of Landmark Engineers Inc. and may not be used in whole or in part without the ENGINEER's written consent.
NOTE: THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND LEVELS ON THE DRAWING AND REPORT DISCREPANCIES OCCURRING BEFORE PROCEEDING WITH ANY ENGINEERED CONSTRUCTION. THE ENGINEER SHALL BE INFORMED OF ANY VARIATIONS FROM THE DIMENSIONS AND CONDITIONS SHOWN ON THIS DRAWING BEFORE PROCEEDING WITH ANY PORTION OF THE WORK AFFECTED THEREBY.

detail legend: A DETAIL NO. B SHEET WHERE DETAIL RESIDES C SHEET DETAIL ORIGINATION

client: Town of Tecumseh

project: CHRYSLER CANADA GREENWAY OLDCASTLE EXTENSION

drawing title: SITE PLAN SEGMENTS 5, 6, 7 & 8A

LICENSED PROFESSIONAL ENGINEER D. M. KNOSKI 2017/05/23 PROVINCE OF ONTARIO

unit: all dimensions are in METRES (unless otherwise noted)

project no.: 16-025
drawing no.: 16-025-02
sheet no.: 2 of 22
scale: AS SHOWN

Schedule "A" (page 4 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

PLAN - PROPOSED TRAIL ALIGNMENT
STA. 2+780 to STA 3+750B

SCALE: 1:5,000

NOTE:
THE OWNER RESERVES THE RIGHT TO DELETE ALL WORKS ASSOCIATED WITH EITHER ALIGNMENT A OR ALIGNMENT B FROM THIS PROJECT AT ITS SOLE DISCRETION, WITHOUT PENALTY. BIDDERS SHALL NOTE AND ACCOUNT FOR THIS IN PREPARING THEIR BIDS.

SCOPE OF WORKS:

1. REMOVALS
   - 1.1 CLEAR AND GRUB EXISTING VEGETATION
   - 1.2 REMOVE TREES
   - 1.3 STRIP EXISTING TOPSOIL
   - 1.4 PREPARE SUBGRADE (MIN. 3.0m WIDE)
2. TRAIL CONSTRUCTION
   - 2.1 SUPPLY, TRUCK, PLACE AND COMPACT GRANULAR 'A' (SEE TYPICAL SECTION FOR DEPTH)
   - 2.2 SUPPLY, TRUCK, PLACE AND COMPACT GRANULAR SCREENINGS (SEE TYPICAL SECTION FOR DEPTH)
3. MISCELLANEOUS WORKS
   - 3.1 SUPPLY AND INSTALL GATES
   - 3.2 SUPPLY AND INSTALL SIGNAGE
   - 3.3 SUPPLY AND INSTALL ARMOUR
   - 3.4 SUPPLY AND INSTALL NEW CULVERT
   - 3.5 SUPPLY AND INSTALL BOARDWALK
4. RESTORATION WORKS
   - 4.1 SUPPLY, PLACE AND GRADE TOPSOIL
   - 4.2 SUPPLY AND PLACE SEED AND MULCH

Landmark

No.	Description	Date
0	ISSUED FOR REVIEW BY CLIENT	MARCH 2017
1	ISSUED FOR TENDER	30 MARCH 2017
2		
3		

Engineered by: DAK
Date: MARCH 2017
Approved by:

Drawn by: JTL/KEL
Date: DEC. 2016
Reviewed by: SCH/DTL
Date: DEC. 2016

Copyright reserved. This drawing is an instrument of service for the project specified. This drawing and design are exclusive property of LANDMARK ENGINEERS and may not be used in whole or in part without the written consent of LANDMARK ENGINEERS. All dimensions are in millimetres unless otherwise noted. DO NOT SCALE DRAWING. BUILD TO DIMENSIONS ONLY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND NOTIFY LANDMARK ENGINEERS OF ANY DISCREPANCIES AND WHERE DISCREPANCIES OCCUR WE SHALL REPORT TO THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH ANY PORTION OF THE WORK IN THE CONTRACT.

detail legend: A DETAIL NO. B SHEET NO WHERE DETAIL IS SHOWN C SHEET DETAIL SHOWN ON

client: Town of Tecumseh

project: CHRYSLER CANADA GREENWAY OLDCASTLE EXTENSION

drawing title: SITE PLAN SEGMENTS 6B & 9B

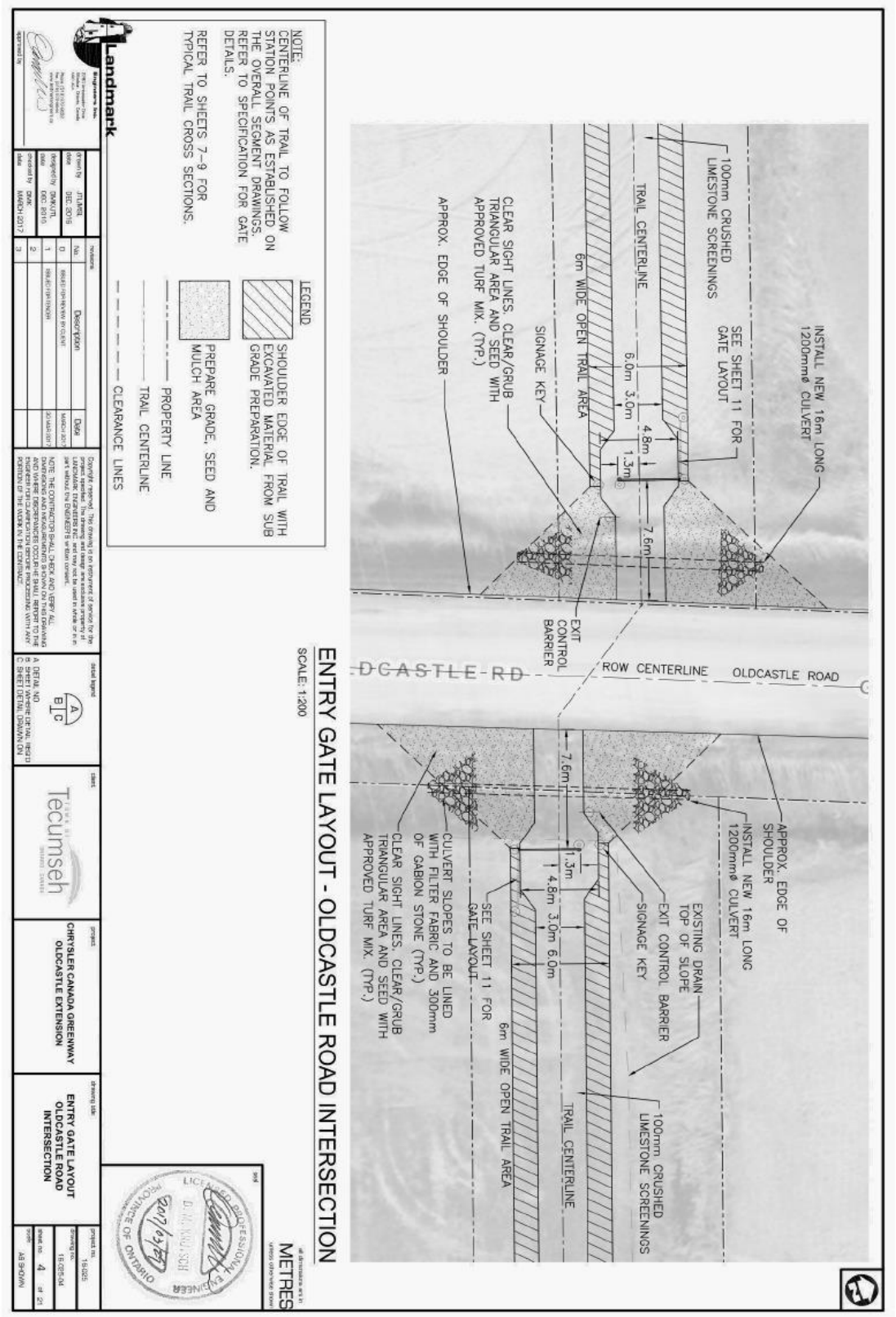
All dimensions are in METRES unless otherwise noted.

LICENSED PROFESSIONAL ENGINEER D. A. KNOWLTON 100323 PROVINCE OF ONTARIO 2017/03/23

project no. 16025
drawing no. 16-025-03
sheet no. 3 of 22
scale: AS SHOWN

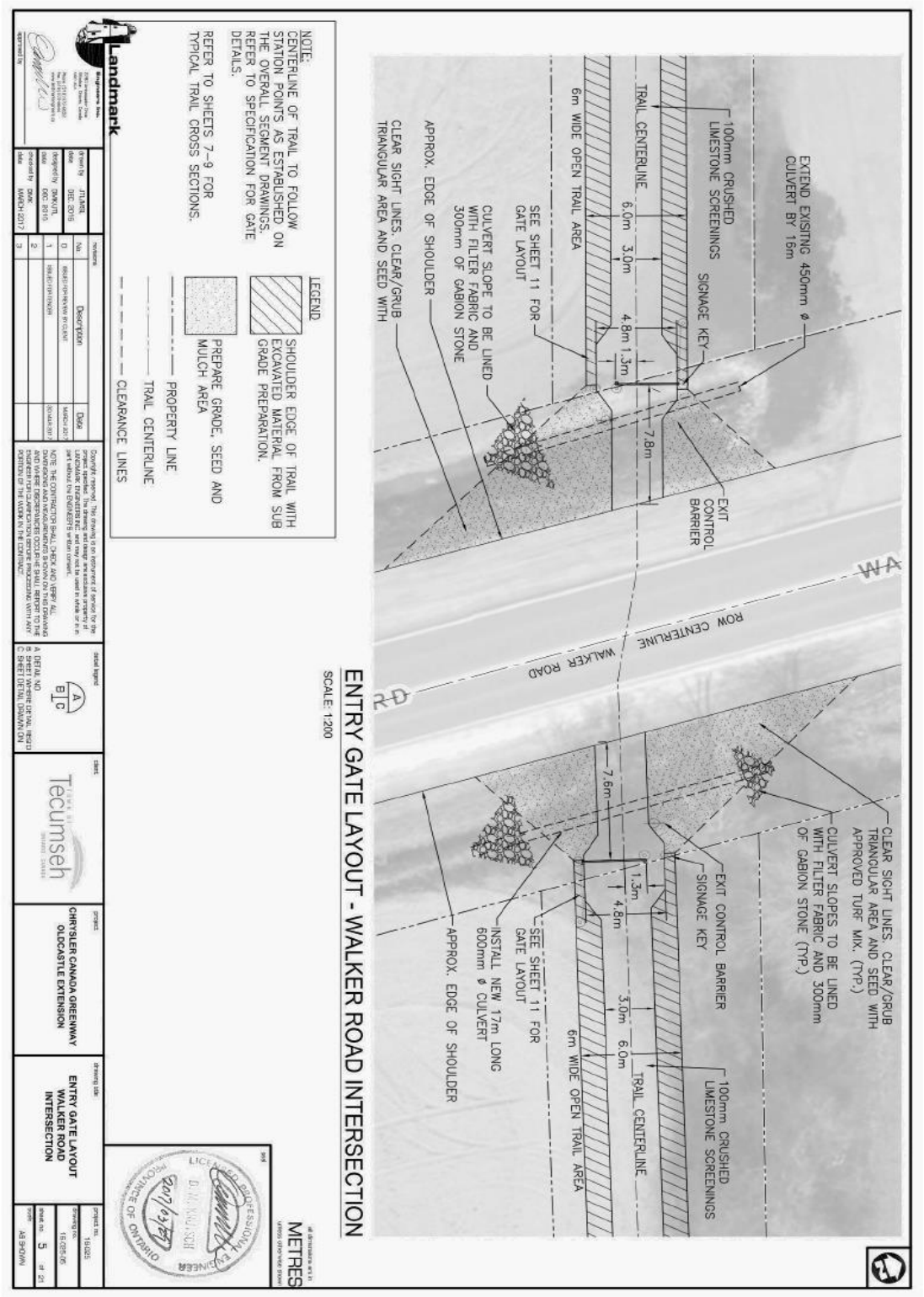
Schedule "A" (page 5 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



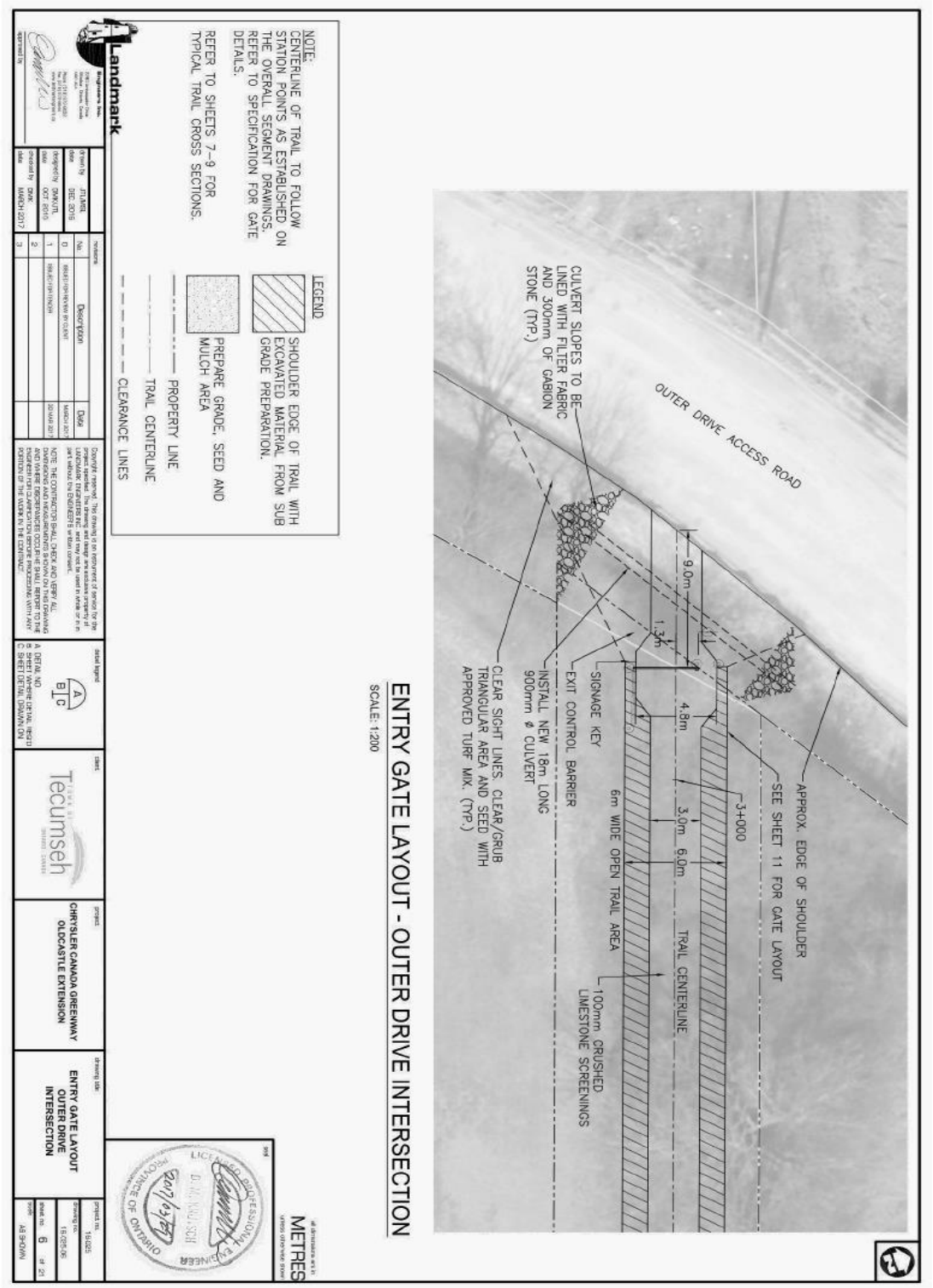
Schedule "A" (page 6 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



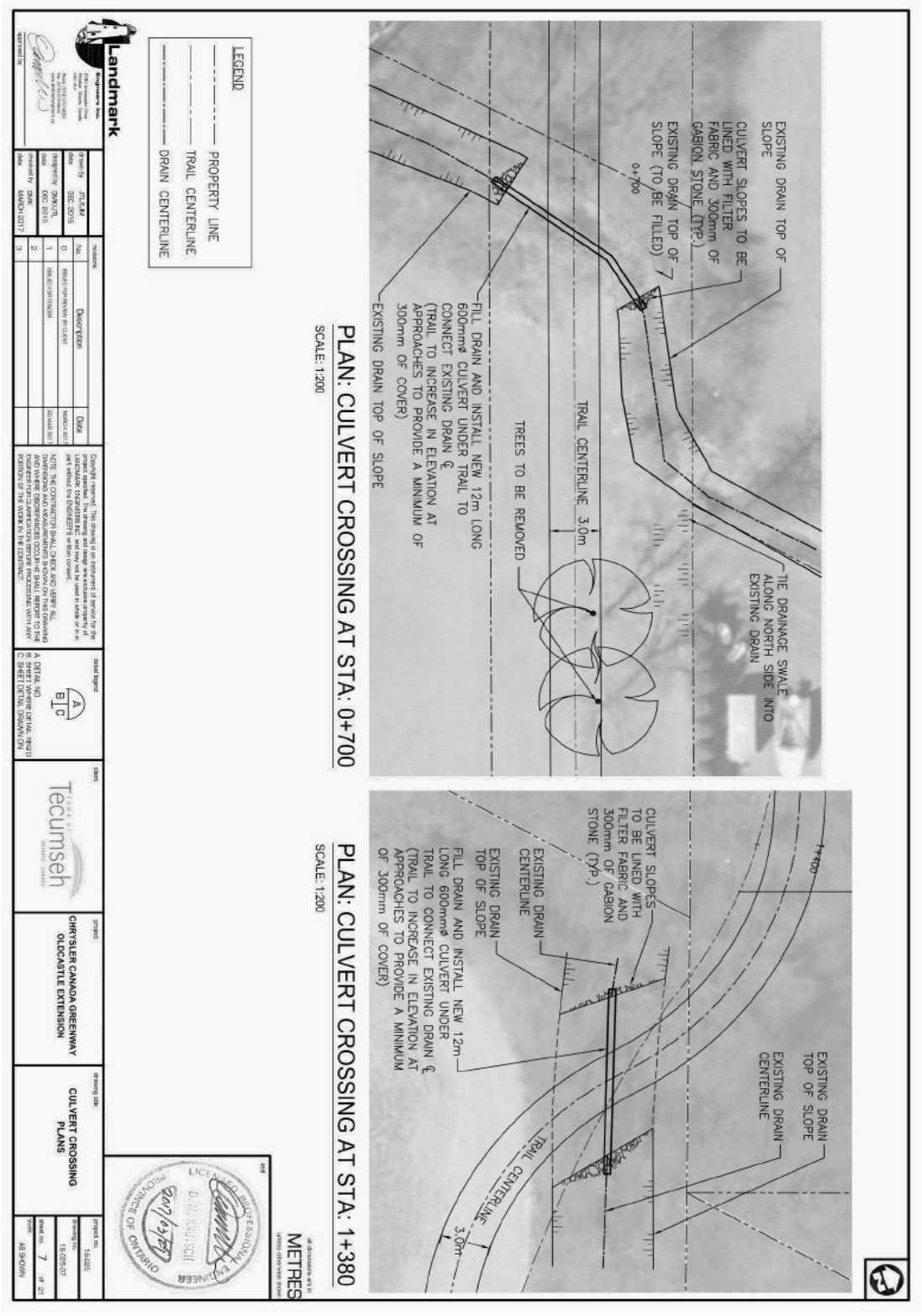
Schedule "A" (page 7 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



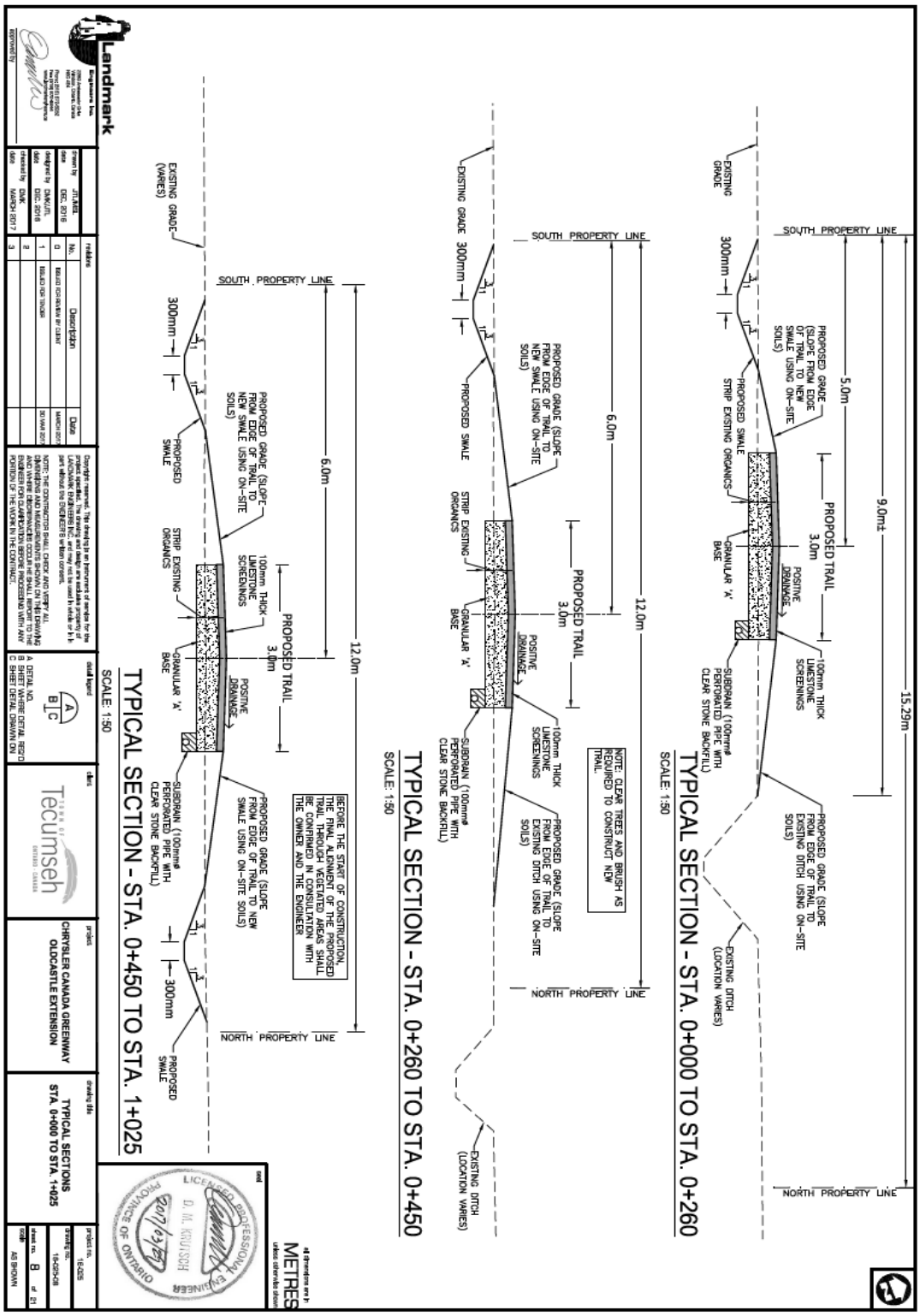
Schedule "A" (page 8 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 9 of 22)

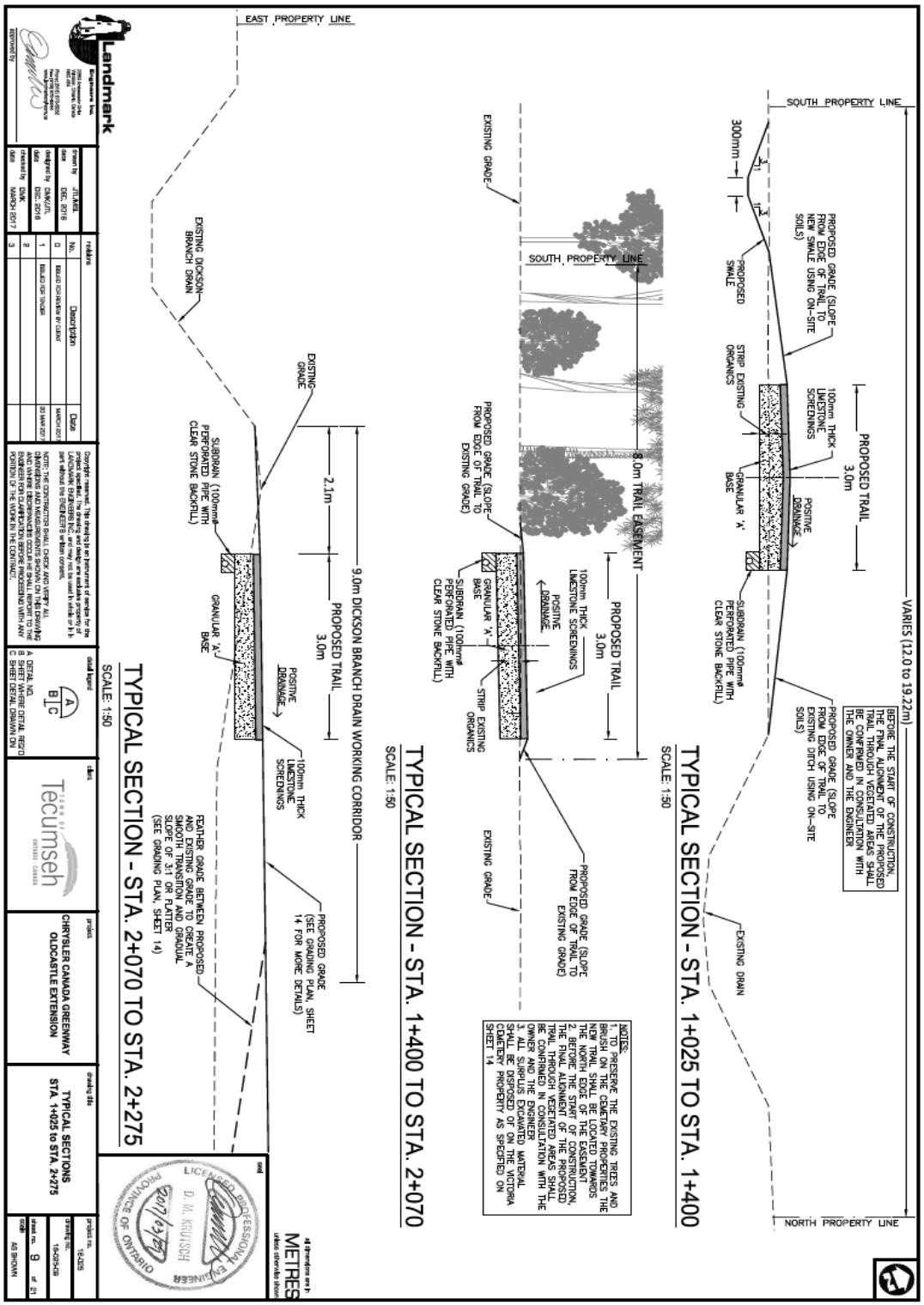
This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Facility Crossing Agreement:
Tracking #17-340

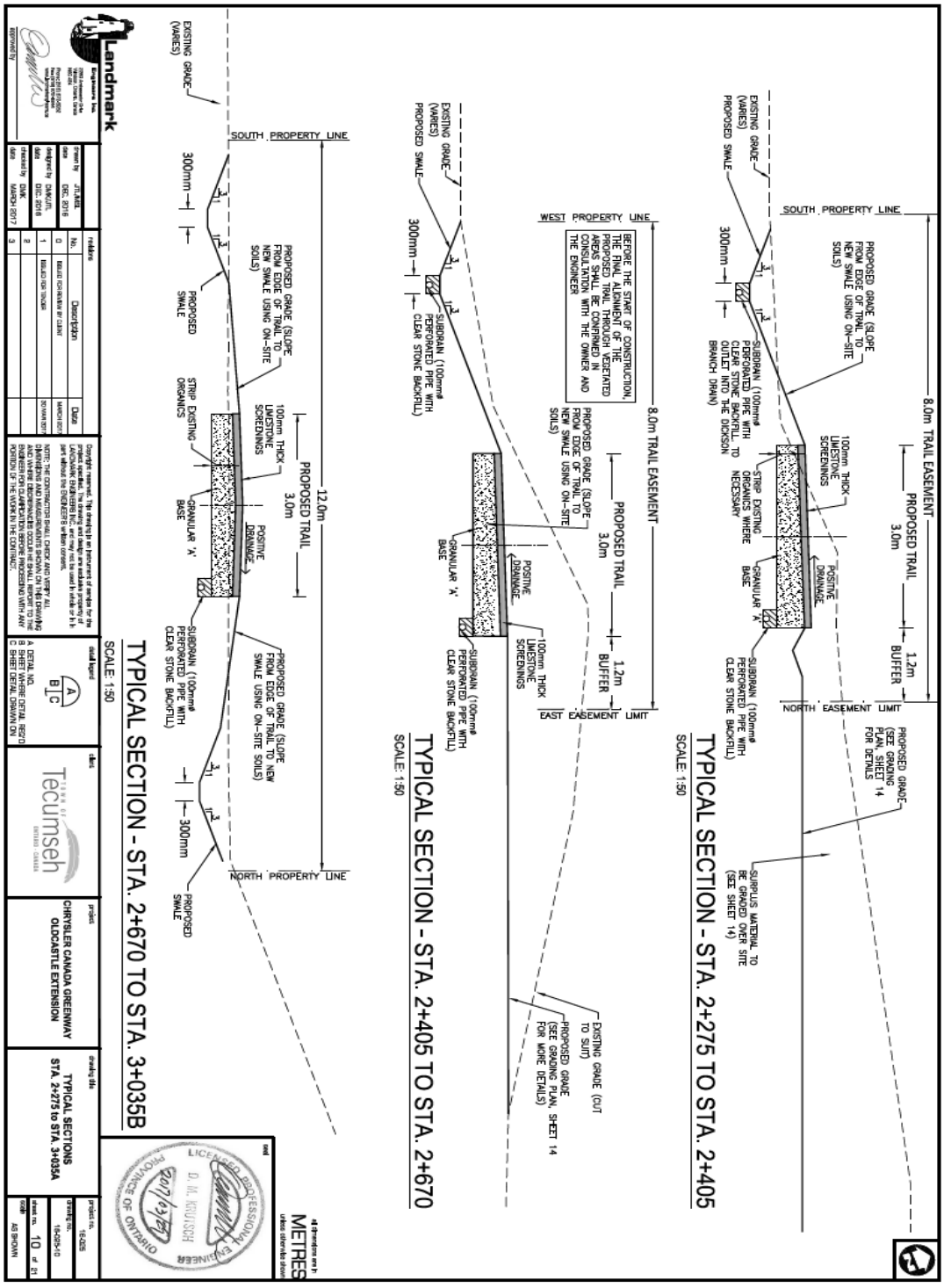
Schedule "A" (page 10 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



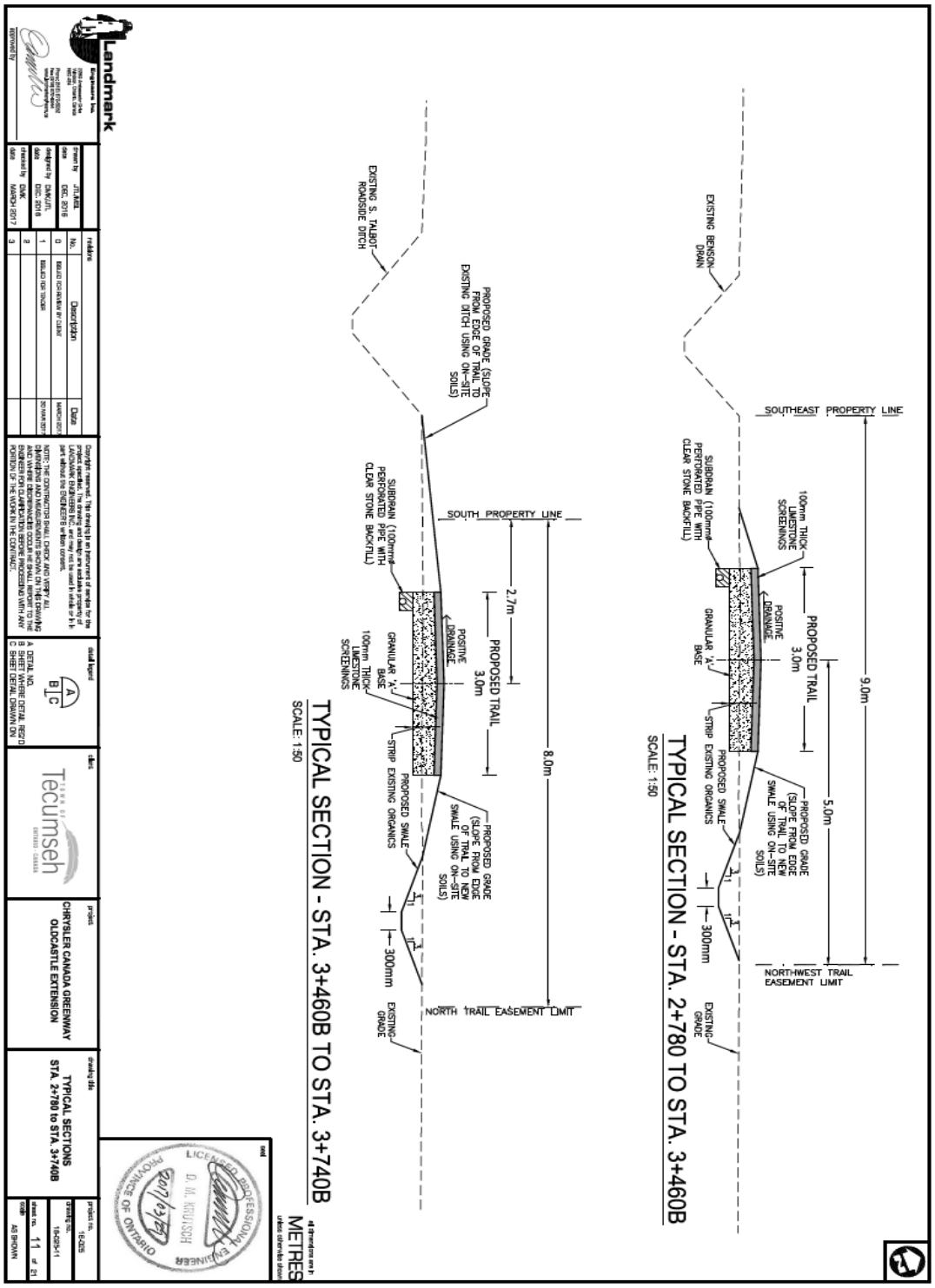
Schedule "A" (page 11 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



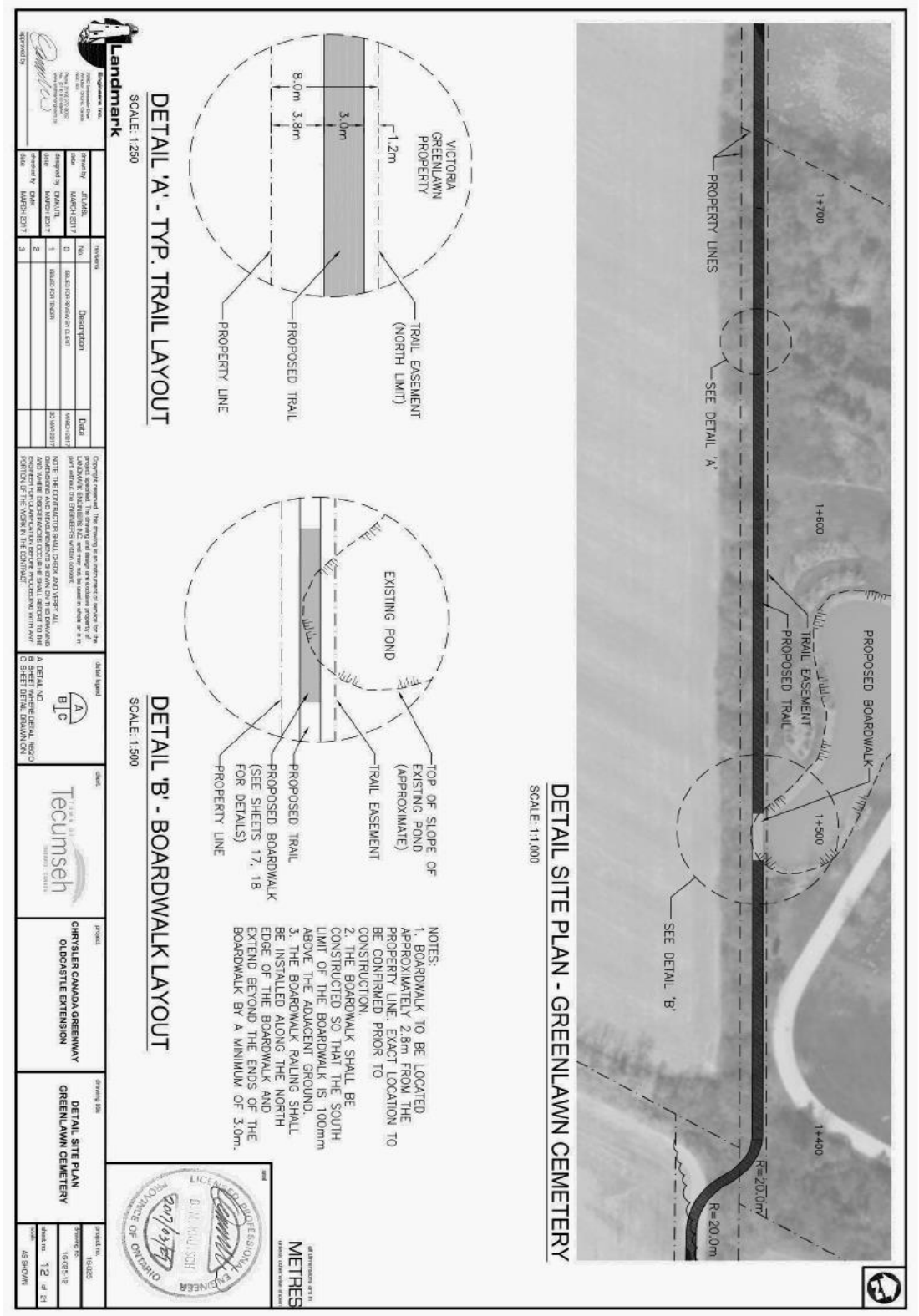
Schedule "A" (page 12 of 22)

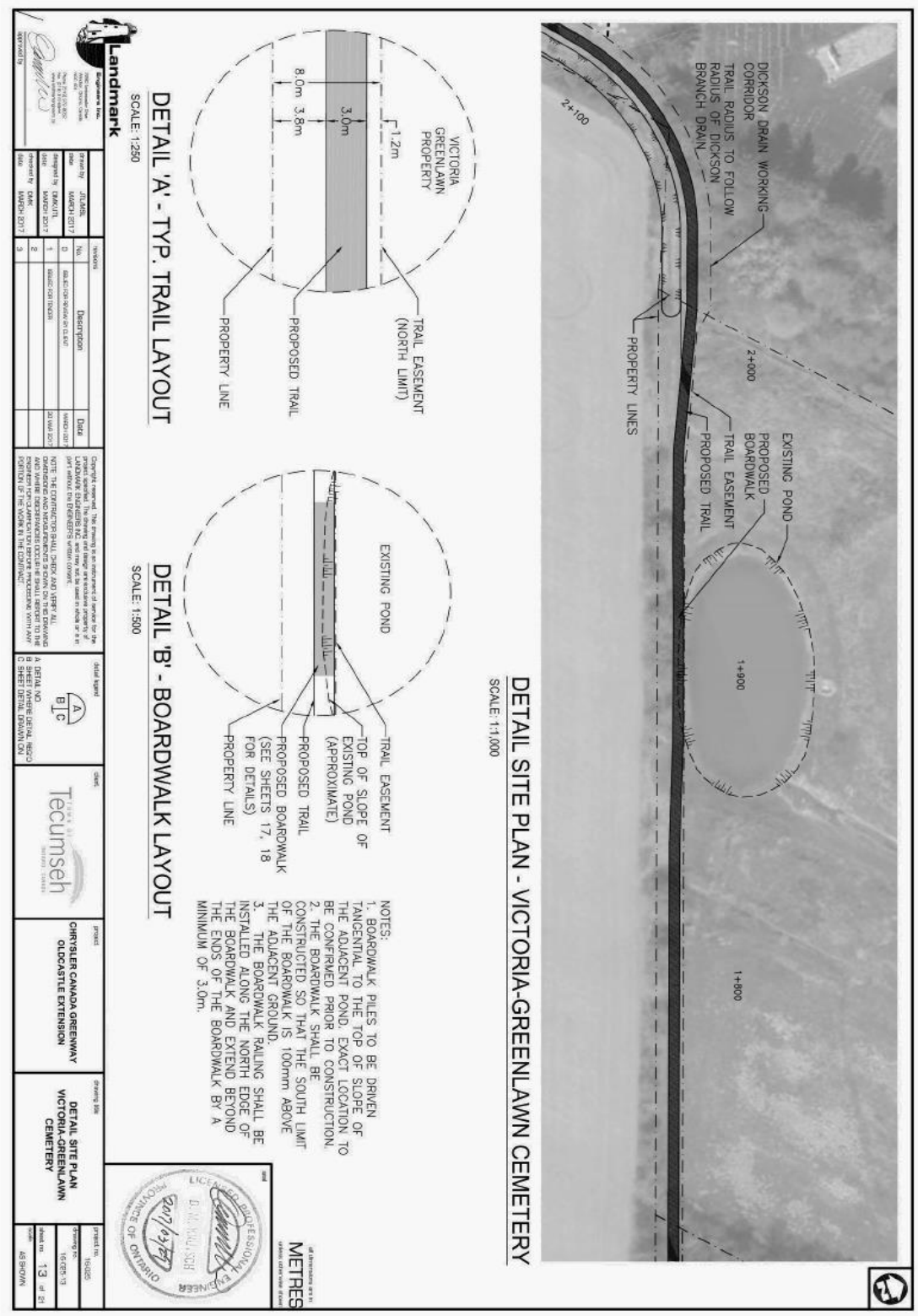
This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 13 of 22)

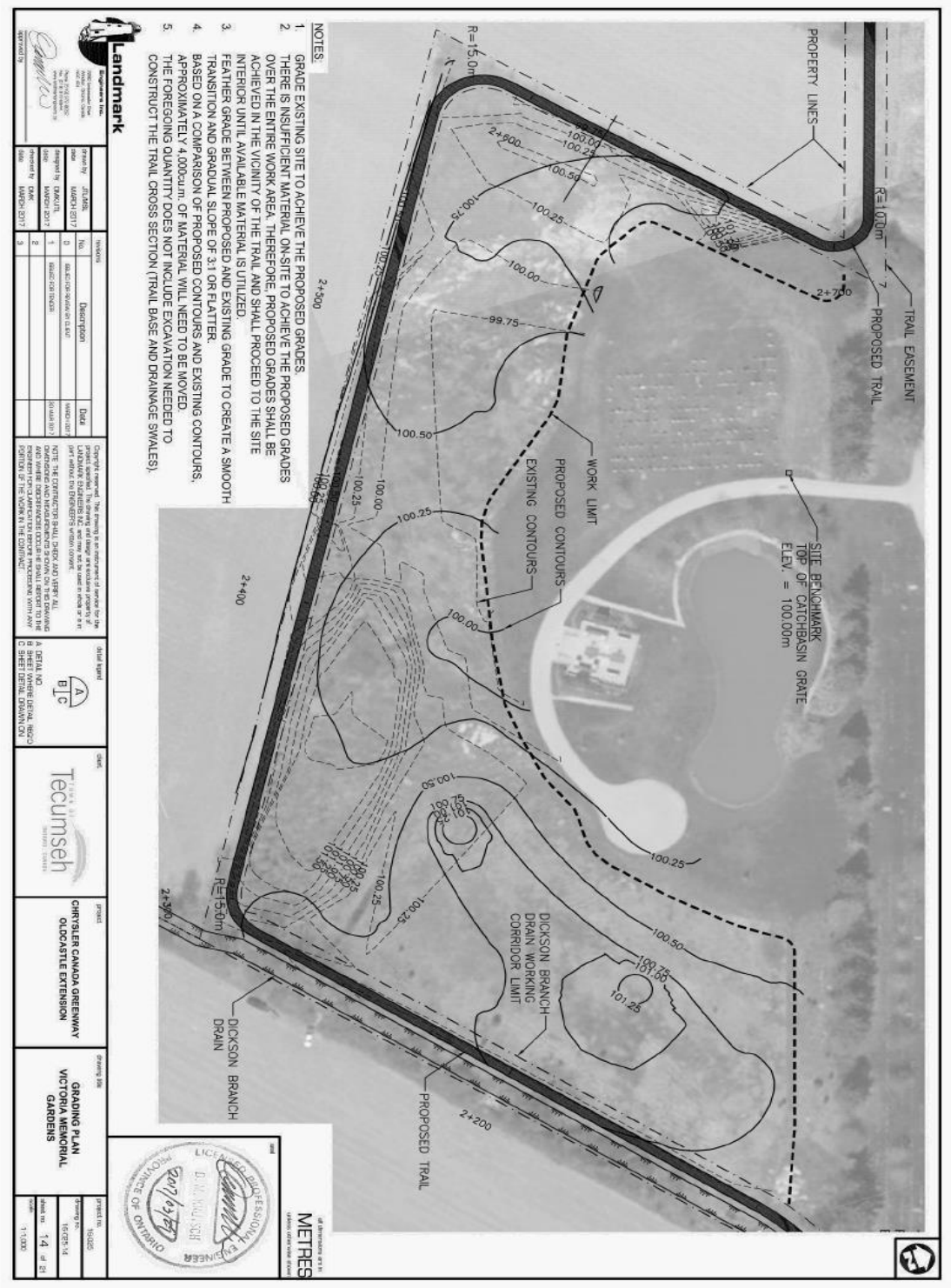
This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**




DETAIL SITE PLAN - VICTORIA-GREENLAWN CEMETERY
SCALE: 1:1,000
DICKSON DRAIN WORKING CORRIDOR
TRAIL RADIUS TO FOLLOW RADIUS OF DICKSON BRANCH DRAIN
EXISTING POND
PROPOSED BOARDWALK
TRAIL EASEMENT
PROPOSED TRAIL
PROPERTY LINES
2+100
2+000
1+900
1+800
DETAIL 'A' - TYP. TRAIL LAYOUT
SCALE: 1:250
VICTORIA GREENLAWN PROPERTY
1.2m
3.0m
8.0m
3.8m
TRAIL EASEMENT (NORTH LIMIT)
PROPOSED TRAIL
PROPERTY LINE
DETAIL 'B' - BOARDWALK LAYOUT
SCALE: 1:500
EXISTING POND
TRAIL EASEMENT
TOP OF SLOPE OF EXISTING POND (APPROXIMATE)
PROPOSED TRAIL
PROPOSED BOARDWALK (SEE SHEETS 17, 18 FOR DETAILS)
PROPERTY LINE
NOTES:
1. BOARDWALK PILES TO BE DRIVEN TANGENTIAL TO THE TOP OF SLOPE OF THE ADJACENT POND. EXACT LOCATION TO BE CONFIRMED PRIOR TO CONSTRUCTION.
2. THE BOARDWALK SHALL BE CONSTRUCTED SO THAT THE SOUTH LIMIT OF THE BOARDWALK IS 100mm ABOVE THE ADJACENT GROUND.
3. THE BOARDWALK RAILING SHALL BE INSTALLED ALONG THE NORTH EDGE OF THE BOARDWALK AND EXTEND BEYOND THE ENDS OF THE BOARDWALK BY A MINIMUM OF 3.0m.
Landmark
Engineers Inc.
Tecumseh
CHRYSLER CANADA GREENWAY
OLDCASTLE EXTENSION
DETAIL SITE PLAN
VICTORIA-GREENLAWN CEMETERY
METRES
LICENSED PROFESSIONAL ENGINEER
D. M. WILLIAMSON
PROVINCE OF ONTARIO
May 23/17
16-025
13
AS SHOWN

Schedule "A" (page 15 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 16 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

NOTES:

1. THE CULVERT PIPE MATERIAL SHALL BE BOSS 2000 HDPE, CERTIFIED TO CSA B182.8 WITH THE CSA LOGO.
2. THE GRANULAR 'A' BEDDING SHALL CONFORM TO OPSS 1010 (MUNI) AND SHALL BE COMPACTED TO 98% SSPDD.
3. THE GRANULAR 'A' BACKFILL SHALL CONFORM TO OPSS 1010 (MUNI) AND SHALL BE COMPACTED TO 95% SSPDD.
4. THE GEOTEXTILES SHALL CONFORM TO OPSS 1860, SHALL BE NON-WOVEN AND SHALL MEET THE FOLLOWING MINIMUM STANDARDS:
   a) GRAB TENSILE STRENGTH: 1.0kN
   b) MULLEN BURST STRENGTH: 2900kPa
   c) TEAR STRENGTH: 0.5kN
5. THE GABION ROCK SHALL CONFORM TO OPSS 1004 (G-10 GRADING)
6. THE GABION ROCK ON THE SLOPE FACE SHALL BE FLUSHED WITH WATER AND KEPT MOIST FOR A MINIMUM OF 2 HOURS PRIOR TO THE PLACEMENT OF GROUT.
7. THE CONCRETE WORK SHALL CONFORM TO OPSS 1350 (MUNI) AND CSA A23.1, AND SHALL MEET THE FOLLOWING SPECIFICATIONS:
   a) MINIMUM CONCRETE STRENGTH AT 28 DAYS = 25MPa
   b) SPECIFIED AIR CONTENT = 5% TO 7%
   c) MAXIMUM WATER/CEMENT RATIO (BY WEIGHT) = 0.45

Landmark Engineers Inc.

No.	Description	Date
0	ISSUED FOR REVIEW BY CLIENT	MARCH 2017
1	ISSUED FOR TENDER	30 MARCH 2017
2		
3		

Drawn by: SAMUEL DEC. 2016
designed by: DW DEC. 2016
checked by: DAK MARCH 2017
approved by:

detail legend: A / B / C

A DETAIL NO.
B SHEET WHERE DETAIL REQ'D
C SHEET DETAIL DRAWN ON

Copyright reserved. This drawing and design are the property of Landmark Engineers Inc. and may not be reproduced or used for any other purpose without the ENGINEER's written consent.

NOTE: THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THIS DRAWING AND WHERE DISCREPANCIES OCCUR HE SHALL REPORT TO THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH ANY PORTION OF THE WORK IN THE CONTRACT.

Town of Tecumseh

project: CHRYSLER CANADA GREENWAY OLDCASTLE EXTENSION

drawing title: DRAINAGE DETAILS

LICENSED PROFESSIONAL ENGINEER D. M. KRUSICH PROVINCE OF ONTARIO 2017/03/30

all dimensions are in METRES unless otherwise shown

project no. 16-025

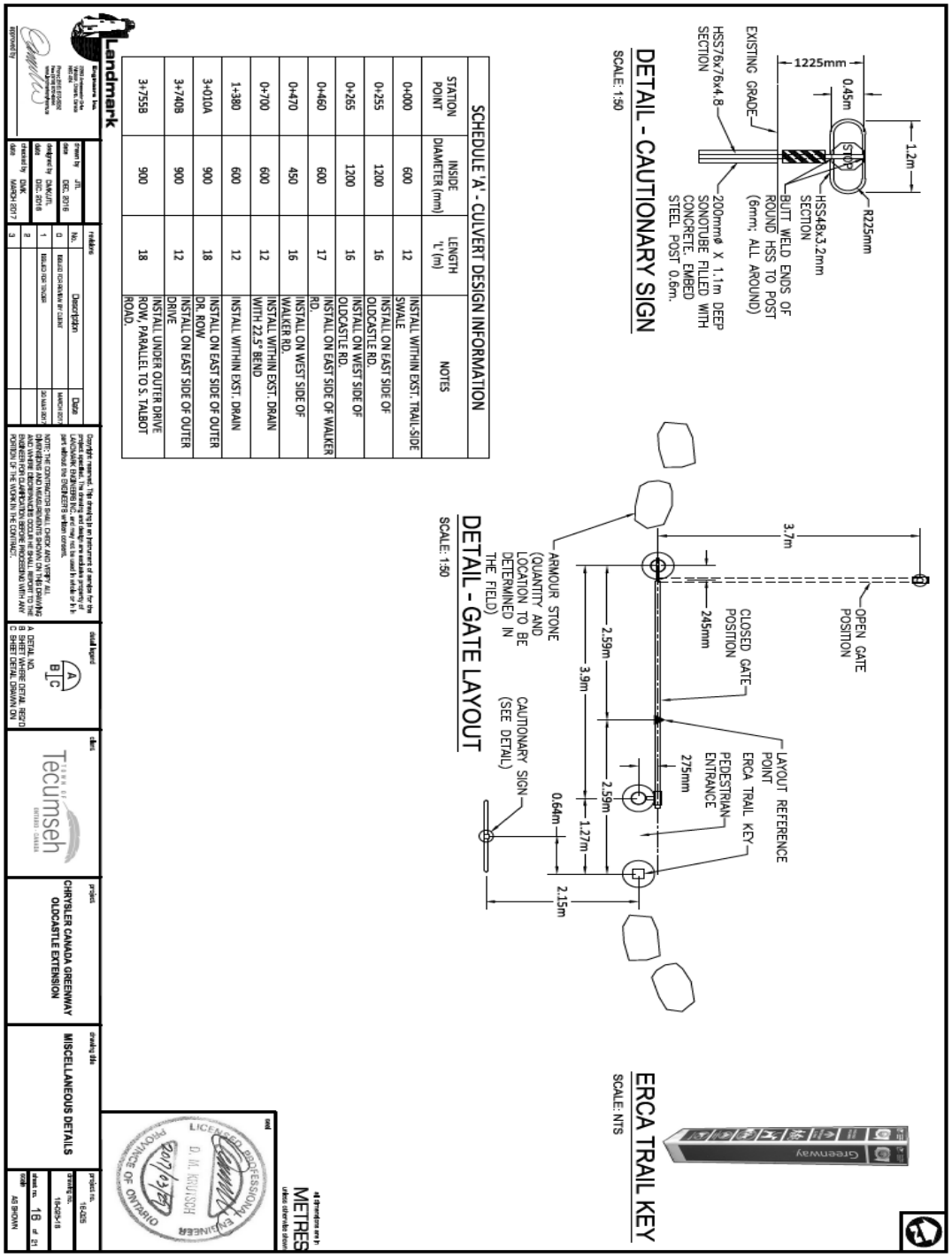
drawing no. 16-025-15

sheet no. 15 of 21

scale AS SHOWN

Schedule "A" (page 17 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



SCHEDULE 'A' - CULVERT DESIGN INFORMATION

STATION POINT	INSIDE DIAMETER (mm)	LENGTH 'L' (m)	NOTES
0+000	600	12	INSTALL WITHIN EXST. TRAIL-SIDE SWALE
0+255	1200	16	INSTALL ON EAST SIDE OF OLDCASTLE RD.
0+265	1200	16	INSTALL ON WEST SIDE OF OLDCASTLE RD.
0+460	600	17	INSTALL ON EAST SIDE OF WALKER RD.
0+470	450	16	INSTALL ON WEST SIDE OF WALKER RD.
0+700	600	12	INSTALL WITHIN EXST. DRAIN WITH 22.5° BEND
1+380	600	12	INSTALL WITHIN EXST. DRAIN
3+010A	900	18	INSTALL ON EAST SIDE OF OUTER DR. ROW
3+740B	900	12	INSTALL ON EAST SIDE OF OUTER DRIVE
3+755B	900	18	INSTALL UNDER OUTER DRIVE ROW, PARALLEL TO S. TALBOT ROAD.

Landmark Engineers Inc.

No.	Description	Date
0	ISSUED FOR REVIEW BY CLIENT	MARCH 2017
1	ISSUED FOR TENDER	30 MARCH 2017
2		
3		

prepared by: JTL date: DEC. 2016
designed by: DMcM/RL date: DEC. 2016
checked by: DMcM date: MARCH 2017

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NOTE: THE CONTRACTOR SHALL CAREFULLY REVIEW, VERIFY ALL DIMENSIONS AND REPORT ERRORS FROM ON THE DRAWING AND WHERE DISCREPANCIES COULD RESULT, SHALL REPORT TO THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH ANY PORTION OF THE WORK IN THE CONTRACT.

detail legend
A DETAIL NO.
B SHEET WHERE DETAIL RESIDES
C SHEET DETAIL DRAWN ON

client: Town of Tecumseh

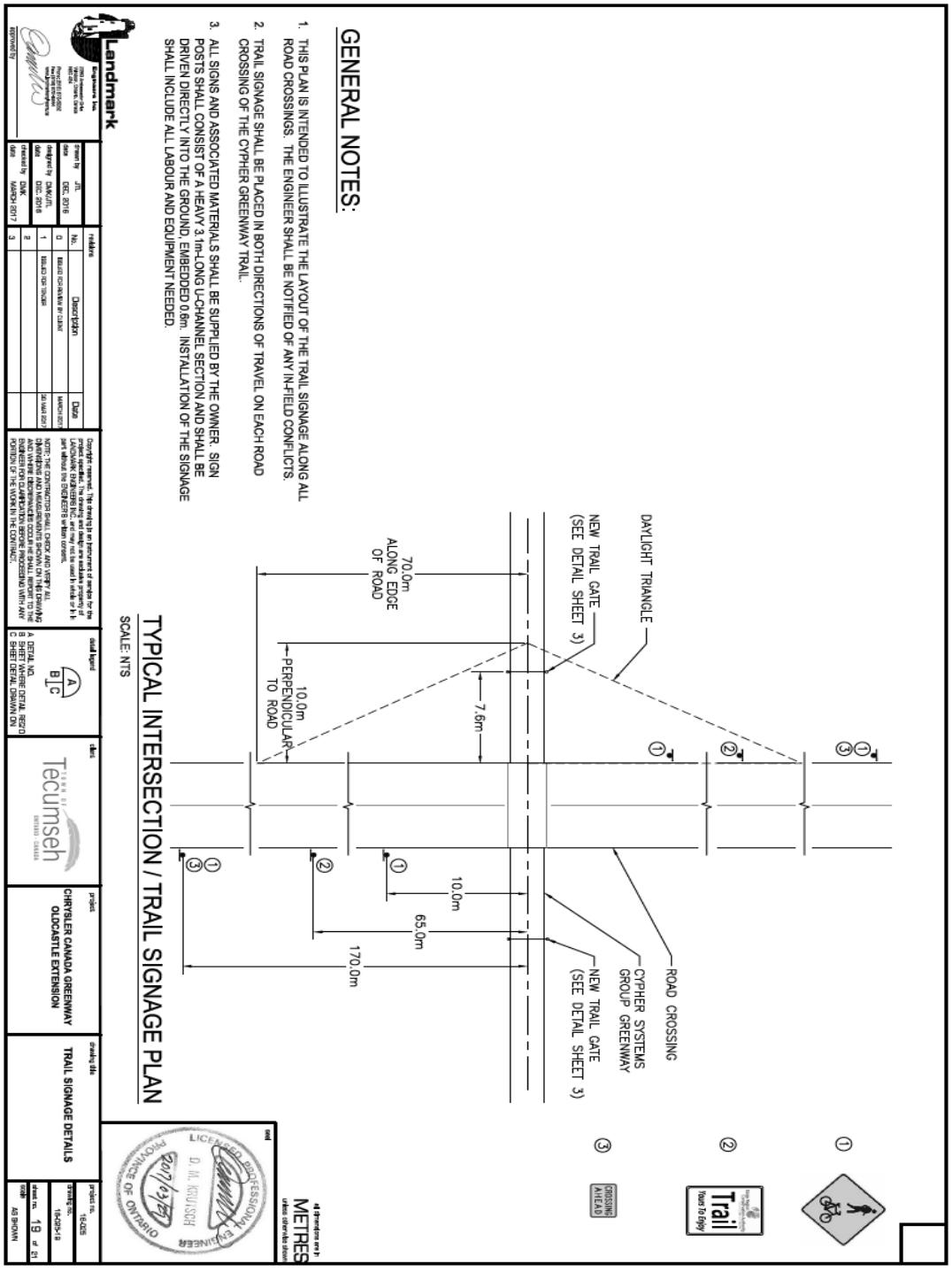
project: CHRYSLER CANADA GREENWAY OLDCASTLE EXTENSION

drawing title: MISCELLANEOUS DETAILS

project no.: 16-025
drawing no.: 16-025-18
drawn no.: 18 of 21
scale: AS SHOWN

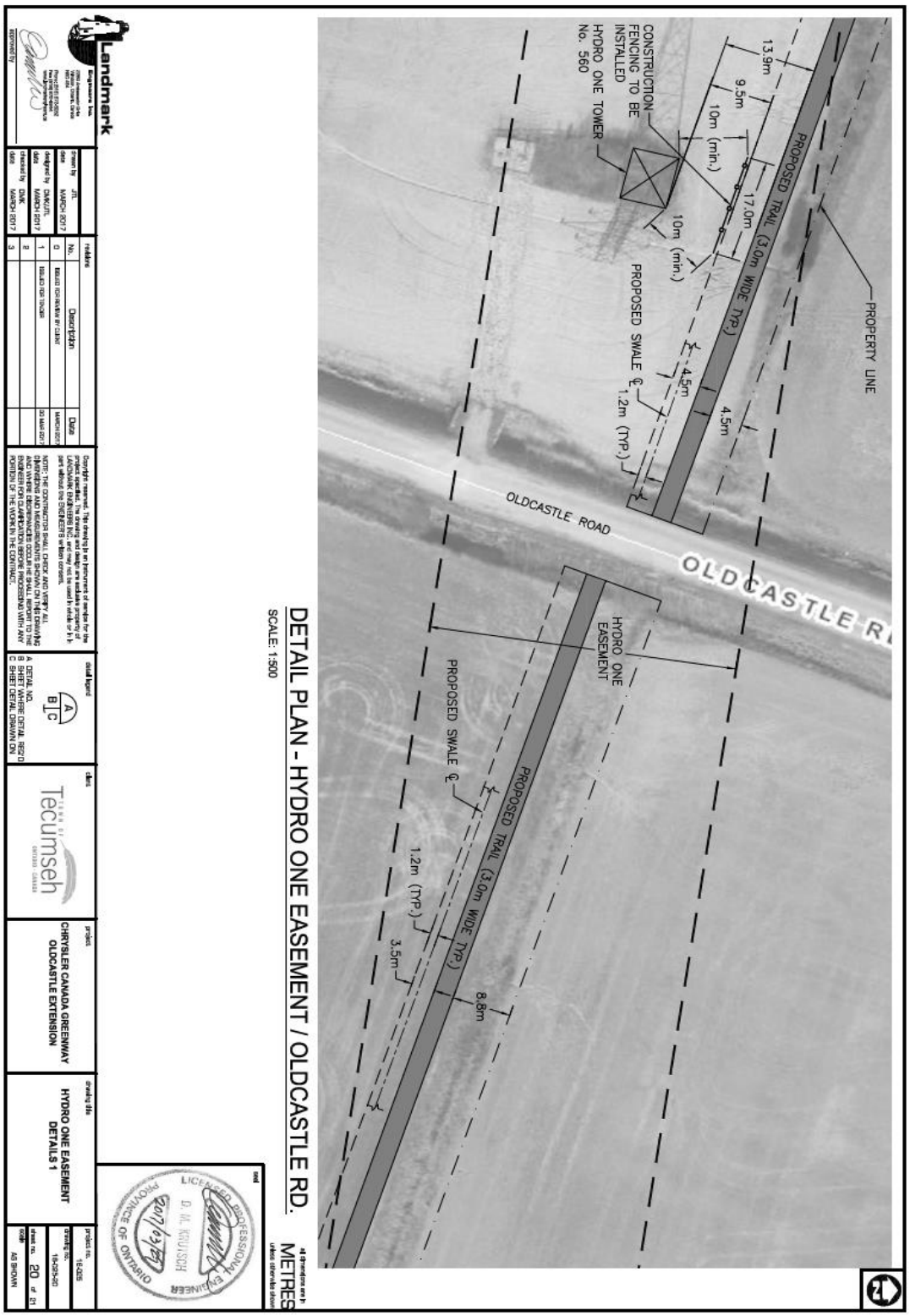
LICENSED PROFESSIONAL ENGINEER D. M. KRUTSCH PROVINCE OF ONTARIO 2017/03/23

seal & signature of professional engineer: METRES


GENERAL NOTES:
1. THIS PLAN IS INTENDED TO ILLUSTRATE THE LAYOUT OF THE TRAIL SIGNAGE ALONG ALL ROAD CROSSINGS. THE ENGINEER SHALL BE NOTIFIED OF ANY IN-FIELD CONFLICTS.
2. TRAIL SIGNAGE SHALL BE PLACED IN BOTH DIRECTIONS OF TRAVEL ON EACH ROAD CROSSING OF THE CYPHER GREENWAY TRAIL.
3. ALL SIGNS AND ASSOCIATED MATERIALS SHALL BE SUPPLIED BY THE OWNER. SIGN POSTS SHALL CONSIST OF A HEAVY 3.1m-LONG U-CHANNEL SECTION AND SHALL BE DRIVEN DIRECTLY INTO THE GROUND, EMBEDDED 0.6m. INSTALLATION OF THE SIGNAGE SHALL INCLUDE ALL LABOUR AND EQUIPMENT NEEDED.
TYPICAL INTERSECTION / TRAIL SIGNAGE PLAN
SCALE: NTS
DAYLIGHT TRIANGLE
NEW TRAIL GATE (SEE DETAIL SHEET 3)
70.0m ALONG EDGE OF ROAD
10.0m PERPENDICULAR TO ROAD
7.6m
10.0m
65.0m
170.0m
ROAD CROSSING
CYPHER SYSTEMS GROUP GREENWAY
NEW TRAIL GATE (SEE DETAIL SHEET 3)
Trail
CROSSING AHEAD
METRES
Landmark
TOWN OF Tecumseh
CHRYSLER CANADA GREENWAY
OLDCASTLE EXTENSION
TRAIL SIGNAGE DETAILS
D. M. KRUSICH
PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

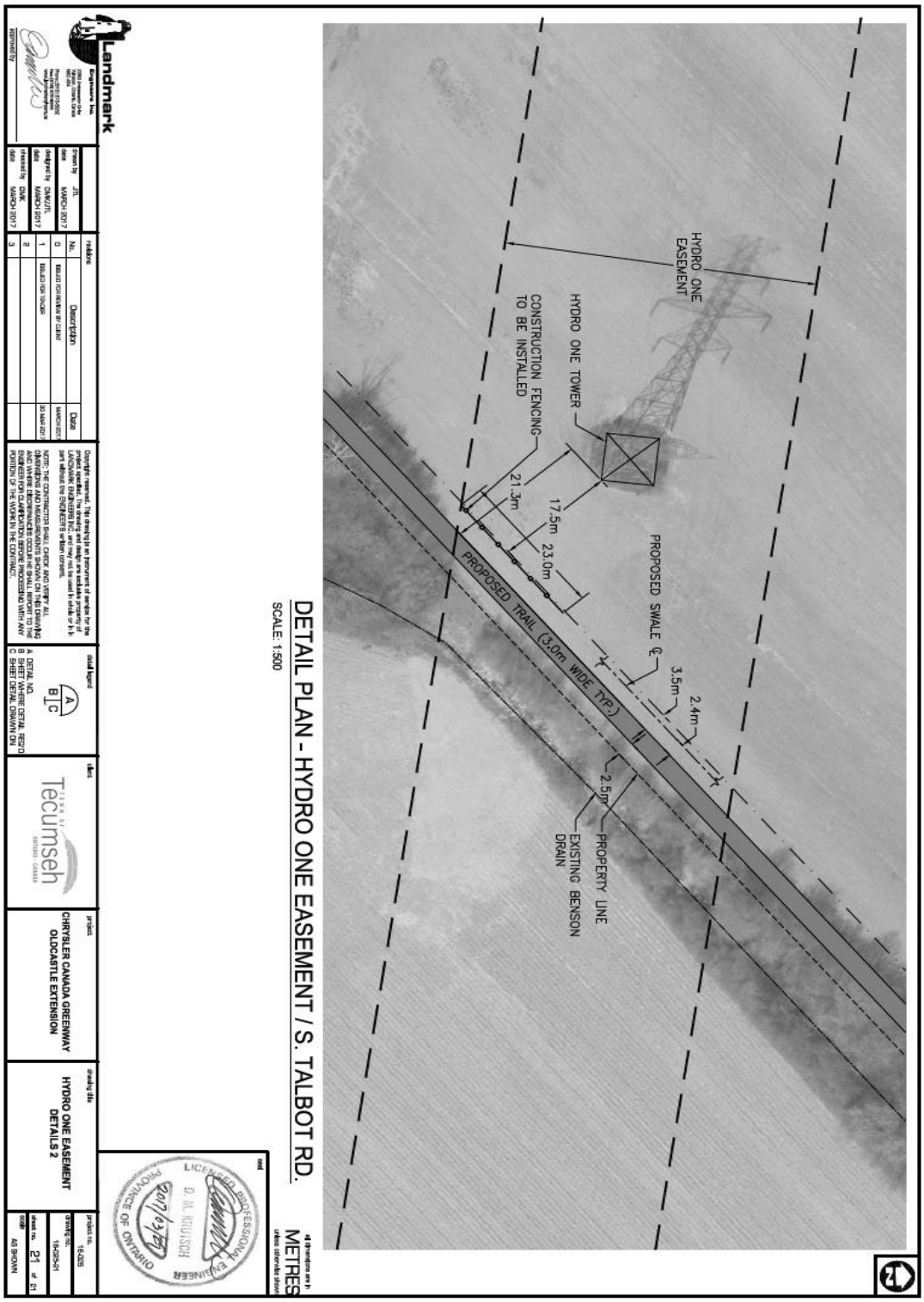
Schedule "A" (page 19 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 20 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**



Schedule "A" (page 21 of 22)

This Schedule "A" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

Schedule "A" (page 22 of 22)

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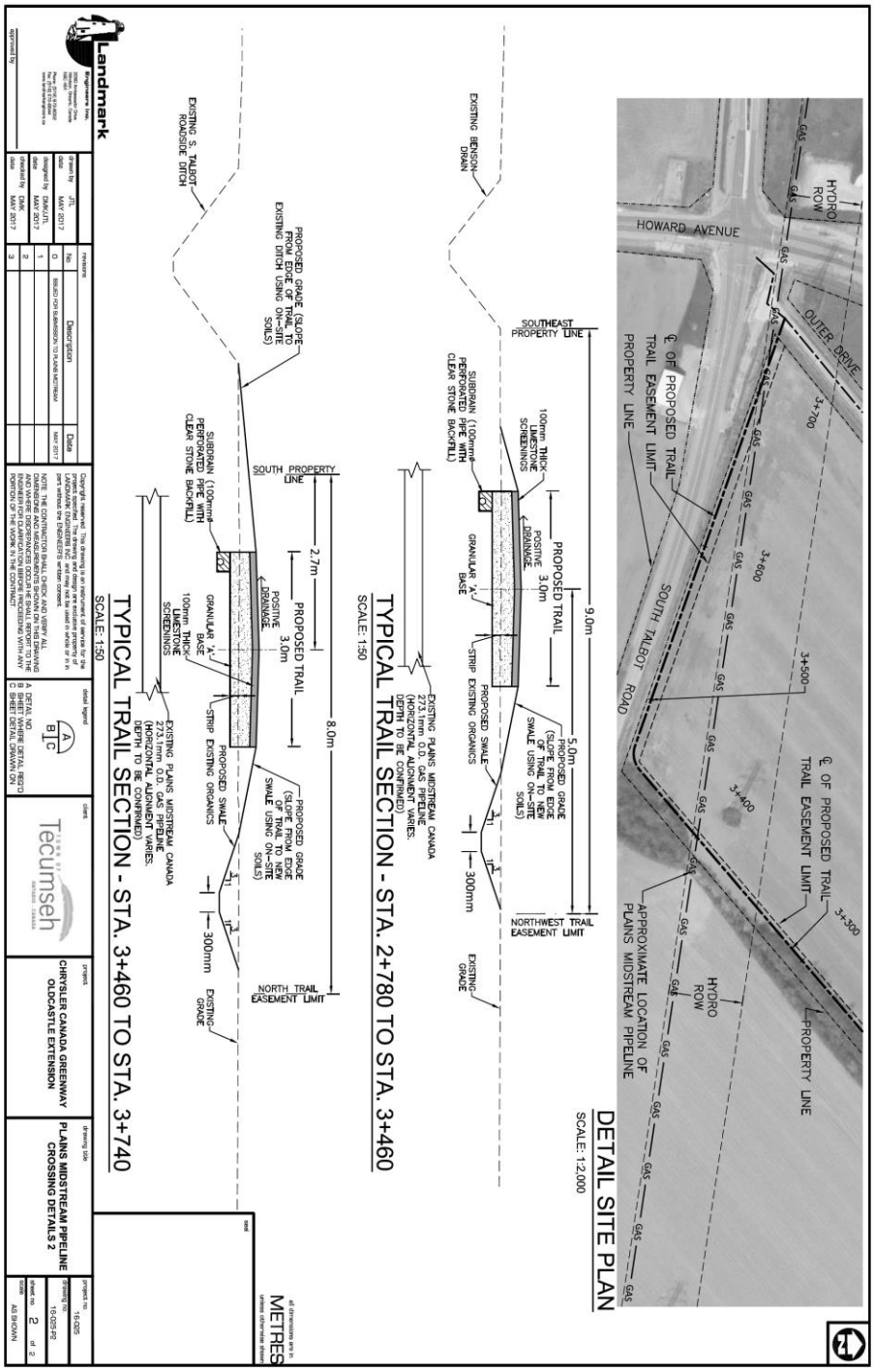


Schedule "B"

This Schedule "B" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

SPECIFIC TERMS AND CONDITIONS

between: **Plains Midstream Canada ULC** (Grantor)

and **Town of Tecumseh** (Grantee)

dated: **23rd day of May, 2017.**

Conditions:

- Where a Grantee has caused contamination on a Plains' right-of-way, surface lease or facility, the Grantee must provide the Grantor with their proposed response/assessment/remediation plan in advance of the work. Once clean up/remediation has occurred, a closure report which details the work completed must to be provided for the Plains lands, as soon as the report is available
- Plate equipment access across pipeline

Schedule "C" (page 1 of 2)

This Schedule "C" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

SAFEGUARDING PIPELINES AND FACILITIES

In this Schedule, the term "Facility" shall have the following meaning:

- any cable line, telecommunication line, telephone line or line for the transmission of hydrocarbons, power or any other substance that is or is to be carried across, along, upon, over or under Plains' right-of-way; and
- any structure that is constructed or placed on Plains' right-of-way (concrete slab, concrete conduit, retaining wall, special fences such as chain link, etc.)

1. For any mechanical excavation or other destructive activity within 3 meters (10 feet) of a Plains facility (above or below grade), the Plains representative must be on site and monitoring the activity.

2. The Plains representative has the authority to direct the Grantee or his contractor to "Stop Work" at any time if there is a concern for pipeline integrity or damage to Plains equipment or facilities.

3. After Plains' facilities have been hand exposed, under no circumstances shall powered equipment be used within 0.3 meters (1 foot) of a pipeline or underground cable.

4. Any heavy equipment crossing the pipeline right-of-way that will cause rutting or pose a risk to the integrity of the pipeline(s) must do so using an approved ramp.

5. If contact is made with Plains's pipeline(s) or cable(s), the contractor must STOP WORK immediately and shut down all powered equipment or any other ignition source. The contractor must leave the vicinity of the incident area and inform the on-site Plains representative.

6. If Plains' facility is NEB-regulated, the Grantee's contractor or his on-site representative must have a copy of the National Energy Board's Pipeline Crossing Regulations, Part 1.

Schedule "C" (page 2 of 2)

This Schedule "C" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

PLAINS Marketing Canada, L.P.

03676

Backfill Inspection/Pipeline Crossing Report

Retain a copy of the final report at the District Office for the life of the crossing.

PLEASE PRINT

Pipeline System: _____ Backfilling PMCLP Facility/Pipeline ☐ Backfilling Foreign-Owned Facility/Pipeline ☐

Construction Start Date: _____ Construction End Date: _____ Inspected By: _____

Company Performing Crossing: _____

Contractor Performing Crossing: _____

Mile/Kilometer Post: _____ Legal Land Description: LSD _____ Quarter _____ Sec _____ Twp _____ Rge _____ W _ M _____

Total # of lines in right-of-way to be crossed: _____

Existing Lines	O.D.	W.T.

Important: **The Pipeline must be hand exposed before commencing mechanical excavation within 5m of the line. A Company Representative must be present during both the exposure and backfilling procedures within the ROW (for PMCLP lines and foreign-owned lines)**

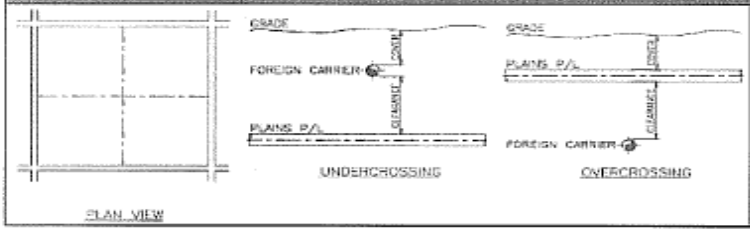
PRE BACKFILL INSPECTION	Yes	No	N/A	Initial
1. Has PMLCP ☐ **provided facility owner** ☐ **recieved** with 24 hour notice prior to backfill? Facility Owner Company _____ Facility Owner Rep. _____ Notification Format (e.g. e-mail, phone, fax letter) _____ Date and Time _____				
2. Was the required separation between pipe externals met? Specify distance (and units):				
3. Were all foreign crossings of fiberglass lines bored?				
4. Has a company representative (PMCLP or foreign owner) inspected all piping prior to backfill? Name: _____ Company: _____				
5. Was the pipe and coating free of damage prior to backfill?				
6. Were any repairs done to piping or coating? If yes, what were the repairs?				
7. Was the pipe supported so that settling will not damage the pipe or coating?				
8. Were all cathodic leads properly bonded and the bonds properly coated?				
9. Was the backfill free of boulders, rocks, frozen lumps or other hard/heavy objects that could fall in the ditch causing damage to the pipe, coating or cable?				
10. Within facilities, were all underground TECK cable and conduit installations protected with either: ☐ Red concrete ☐ Red concrete sidewalk blocks ☐ Treated lumber (with PMCLP permission only)				
11. Within facilities, were yellow buried warning ribbons reading "Caution Buried Cable" installed 300mm above the cable?				

NEB PIPELINES ONLY	Yes	No	N/A	Initial
12. Method used to confirm pipe location: ☐ Line Locator ☐ Other (explain) _____				
13. Method used to hand-expose pipeline: ☐ Shovel ☐ Hydrovac ☐ Other (explain) _____				
14. Method used to excavate beside pipeline: ☐ Shovel ☐ Backhoe ☐ Other (explain) _____				
15. Type of Foreign Crossing: (e.g. cable, conduit, road, pipe, etc.) _____ If pipe crossing, specify size: _____				
16. Were any violations of the NEB Pipeline Crossing Regulations (Part 1) observed? If yes, explain in Comments area.				
17. Were PMCLP ground disturbance procedures followed prior to and during excavation? If no, explain in Comments area.				

FACILITY OWNER INSPECTION APPROVALS (PMCLP or Foreign Owner)	Yes	No	N/A	Initial
18. Was a company (PMCLP or foreign owner) representative on site during hand exposure? Representative Name: _____				
19. Has a facility owner company representative (PMCLP or foreign owner) approved backfill to proceed? (Signature Below) Name _____ Signature _____ Date _____				

POST BACKFILL INSPECTION	Yes	No	N/A	Initial
20. Was the backfill material filled evenly within the trench line before the topsoil was replaced?				
21. Was backfilling done as soon as possible after the pipe or cable was installed? Note reason for any delay: _____				
22. Was the topsoil replaced properly after the spoil pile was landscaped?				

AS-BUILT DIAGRAM



DEPTH OF COVERAGE DIAGRAM

Pipe Size _____

Pipe Depth _____

Coating Type _____

Surface

_____ m

_____ m

(Attach a photo or digital picture if possible)

Comments: _____

	Print Name	Signature	Date
PMCLP Rep			
Foreign Company Name			
Foreign Company Address			
Foreign Company Rep			
Contractor Company Name			
Contractor Company Address			
Contractor Supervisor Name			
Equipment Operator			

501-004.2 **White: Plains District Office Yellow: Contractor or Supervisor Pink: Foreign Company Representative Gold: Calgary Land Green: Calgary Drafting**

Schedule "D" (page 1 of 6)

This Schedule "D" is attached to and forms part of a Facility Crossing Agreement
between **Plains Midstream Canada ULC** and **Town of Tecumseh** dated the **23rd day of May, 2017.**

National Energy Board Pipeline Crossing Regulations, Part 1

Registration
SOR/88-528 18 October, 1988
As amended by SOR/93-239 11 May, 1993; SOR/94-704 7 November 1994; SOR/97-128 26 February 1997; and SOR-2000-39 18 January, 2000.

Short Title

1. These Regulations may be cited as the *National Energy Board Pipeline Crossing Regulations, Part 1* (as amended).

Interpretation

2. In the Regulations;

"Act" means the National Energy Board Act; *(Loi)*

"emergency" means an unexpected situation that could endanger life or cause substantial property or environmental damage and that requires immediate action *(urgence)*

"excavator" means the person who performs an excavation and includes the corporation or other legal entity and every agent, affiliate and subcontractor of the corporation or other legal entity, that has direct control over the person performing the excavation; *(exécutant de travaux d'excavation)*

"facility" means

(a) any structure that is constructed or placed on the right-of-way of a pipeline, and

(b) any highway, private road, railway, irrigation ditch, drain, drainage system, sewer, dike, telegraph, telephone line or line for the transmission of hydrocarbons, power or any other substance that is to be carried across, along, upon or under any pipeline; *(installation)*

"facility owner" means a person, firm , public agency, corporation or any combination thereof that owns a facility or that undertakes or has control over one or more of the activities related to construction, installation, operation, maintenance or removal of a facility; *(propriétaire d'installation)*

"leave" means the leave of the Board referred to in subsections 112(1) or (2) of the Act; *(autorisation)*

"offshore area" means the submarine areas adjacent to the coast of Canada; *(endroit au large de côtes)*

"overhead line" means an above-ground telephone, telegraph, telecommunications or electrical power line or any combination thereof; *(ligne aérienne)*

"permission" means the consent given by a pipeline company to a facility owner or excavator to construct or install a facility or to excavate; *(permission)*

"restricted area" means an area situated in the vicinity of any proposed construction, installation or excavation, independent of the pipeline right of way, that has been temporarily designated by the pipeline company pursuant to paragraph 9(1)(*b*) of the *National Energy Board Pipeline Crossing Regulations, Part II* as an area within which no excavation may be performed until the pipeline company's pipes in that area have been located and properly staked.
(zone interdit)

Application

3. These Regulations do not apply to an excavation caused by

(a) a pipeline company or its agents; or

(b) activities, other than the construction or installation of a facility, that disturb less than three tenths of a metre of ground below the initial grade and do not reduce the total cover over the pipe.

Conditions and Circumstances Under Which Leave of the Board is not Required

4. Leave of the Board is not required for any construction or installation of a facility, other than the installation of an overhead line referred to in section 5, if

(a) the construction or installation of the facility takes place in an area other than an offshore area;

(b) the facility owner obtains written permission from the pipeline company prior to the construction or installation of the facility and accepts any conditions set out in the permission;

(c) the facility owner ensures that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by the pipeline company;

(d) the facility owner ensures that the work is completed within two years after the date of permission referred to in paragraph (b) is granted or within a period otherwise agreed on by the pipeline company and the facility owner;

(e) where permission is suspended by the pipeline company or the Board in accordance with subsection 14 (1) of the *National Energy Board Pipeline Crossing Regulations, Part II*, the facility owner ceases work;

(f) unless otherwise agreed on by the pipeline company and the facility owner and except in cases of emergency, three working days notice is given by the facility owner to the pipeline company prior to commencement of construction or installation of the facility;

(g) in the case of an emergency, as much prior notice as is practicable is given by the facility owner to the pipeline company prior to commencement of construction or installation of the facility;

(h) the facility owner undertakes and complies with all practices stipulated by the pipeline company to the facility owner to lessen any detrimental effect that the facility may have on the pipe;

(i) prior to the construction or installation of the facility, the facility owner

(i) confirms with the pipeline company that all the pipeline company's pipes in the vicinity have been staked, and

(ii) ensures that the pipeline company has explained, to the satisfaction of the facility owner, the significance of the stakes that identify the location of the pipeline company's pipes;

(j) the facility owner complies with the instructions of an authorized field representative of the pipeline company regarding the procedures to be followed while working in the vicinity of a pipe;

(k) where interference with or alteration of a pipe is necessary, the facility owner obtains prior written consent of the pipeline company;

(l) where the facility owner receives the consent referred to in paragraph (k), the work is carried out under the supervision of the pipeline company;

(m) the facility owner immediately notified the pipeline company of any contact with a pipeline company's pipe or its coating;

(n) the facility owner maintains the facility in a state of good repair compatible with the safety of the pipeline and immediately corrects any deterioration in the facility on being informed in writing by the pipeline company pursuant to subsection 15(1) of the *National Energy Board Pipeline Crossing Regulations, Part II*, except where, unless otherwise ordered by the Board,

(i) the facility owner provides the pipeline company with a written undertaking executed by the a third party whereby the third party agrees to assume the responsibility for maintaining the facility, or

(ii) the facility has been removed or abandoned and the site restored to the satisfaction of the pipeline company;

(o) the facility owner notifies the pipeline company, in writing, of the proposed abandonement or removal of any facility affecting a pipe or right of way of the pipeline; and

(p) the facility owner removes or alters any facility that could impede the safe and efficient operation of the pipeline, or that the Board considers should be removed or altered for the protection of property and the environment and the safety of the public and the pipeline company's employees.

5. Leave of the Board is not required for the installation of an overhead liner across a pipeline if

(a) unless otherwise agreed on by the pipeline company and the facility owner and except in cases of emergency, three working days notice is given by the facility owner to the pipeline company prior to commencement of installation;

(b) in the case of an emergency, as much prior notice as is practicable is given by the facility owner to the pipeline company prior to commencement of installation;

(c) the overhead line is installed in accordance with the minimum ground-to-wire clearance established by the Canadian Standards Association Standard CAN/CSAC22.3 No. 1-M87, *Overhead Systems,* the English version of which is dated April 1987 and the French version of which is dated December 1989;

(d) where the pipeline is patrolled by aircraft, aerial warning devices are installed and properly maintained by the facility owner at the request of the pipeline company; and

(e) no poles, pylons, towers, guys, anchors or supporting structures of any kind are constructed or placed on the right of way of the pipeline or within its projected limits.

6. Leave of the Board is not required for an excavation, other than an excavation referred to in section 7, if

(a) the excavation takes place in an area other than an offshore area;

(b) the excavator obtains written permission from the pipeline company prior to the excavation and accepts any conditions set out in the permission;

(c) the excavator ensures that the work is carried out in accordance with the technical details that are set out in its request for permission that have been accepted by the pipeline company;

(d) the excavator ensures that the work is completed within two years after the date of permission referred to in paragraph (b) is granted or within a period otherwise agreed on by the pipeline company and the excavator;

(e) where permission is suspended by the pipeline company in accordance with subsection 14 (1) of the *National Energy Board Pipeline Crossing Regulations, Part II,* the excavator ceases work;

(f) unless otherwise agreed on by the pipeline company and the excavator and except in the case of emergency, three working days notice is given by the excavator to the pipeline company prior to commencement of the excavation;

(g) in the case of an emergency, as much prior notice as is practicable is given by the excavator to the pipeline company prior to commencement of the excavation;

(h) prior to commencement of the excavation, the excavator

(i) confirms with the pipeline company that all the pipeline company's pipe in the vicinity have been staked, and

(ii) ensures that the pipeline company explains, to the satisfaction of the excavator, the significance of the stakes that identify the location of the pipeline company's pipes;

(i) the excavator does not excavate mechanically within the restricted area;

(j) the excavator does not excavate mechanically within three metres of a pipe unless

(i) the pipe has been exposed by hand at the point of crossing or where the excavation runs parallel to the pipe, at sufficient intervals to confirm the location of the pipe,

(ii) where the excavation crosses a pipe, the pipeline company has informed the excavator that it has confirmed the location of the pipe by probing and the pipe is at least six tenths of a metre deeper than the proposed excavation,

(iii) where the excavation runs parallel to the pipe, the pipeline company has informed the excavator that it has confirmed the location of the pipe by probing, or

(iv) where ground conditions render exposure of the pipe by hand impractical, the pipeline company has agreed that the excavation may be performed safely to within one metre of the pipe and the pipeline company directly supervises the excavation;

(k) when boring directionally or using explosives, unless otherwise authorized by the Board, the excavator complies with the conditions imposed by the pipeline company respecting directional boring and the use of explosives;

(l) the excavator complies with the instructions of an authorized field representative of the pipeline company regarding the procedures to be followed while working in the vicinity of the pipe;

(m) where interference with or alteration of a pipe is necessary, the excavator obtains prior written consent of the pipeline company;

(n) where the excavator receives the consent referred to in paragraph (m), the work is carried out under the supervision of the pipeline company;

(o) the excavator immediately notifies the pipeline company of any contact with the pipeline company's pipe or its coating; and

(p) unless otherwise agreed on by the pipeline company and the excavator, the excavator notifies the pipeline company at least 24 hours prior to backfilling over the pipe.

7. Leave of the Board is not required for an excavation required for the maintenance of an existing facility if the circumstances and conditions set out in paragraphs 6(f) to (p) are met.

INDEMNITY AGREEMENT

BETWEEN:

The Corporation of the Town of Tecumseh
hereinafter called **"the Town"**

-and-

Essex Regional Conservation Authority
hereinafter called **"ERCA"**

ARTICLE 1

RECITALS

WHEREAS ERCA and the TOWN have entered into a prior agreement dated May 3, 2016 (herein the "Trail Agreement") to facilitate an extension of the Chrysler Canada Greenway to connect with the Herb Gray Parkway Trail involving the acquisition of various lands located within the municipal boundaries of the Town;

AND WHEREAS Plains Midstream Canada ULC has presented a FACILITY CROSSING AGREEMENT (herein "the Plains Agreement") to the Town for execution to permit construction of the Trail Extension over their pipeline right of way and buried pipe located;

AND WHEREAS section 4.3 of the Trail Agreement contemplates the Town being indemnified by ERCA with respect to the liability that might be incurred or arise from the subject matter of the Agreements;

AND WHEREAS for greater certainty the Town has requested ERCA execute this Agreement as consideration for the Town executing the Agreements;

NOW THEREFORE in consideration of the covenants contained herein, the parties hereto agree as follows:

ARTICLE 2

INTERPRETATION

2.1 DEFINITIONS

"Agreement" means this Indemnity Agreement.

“Crossing Area” means the area of intersection of Plains' pipeline and the Trail Extension

“Parties" means the Town and ERCA; "Party" means either the Town or ERCA.

“Trail Extension” shall carry the meaning set out in 3.2(b) of the Trail Agreement.

ARTICLE 3

PERFORMANCE AND INDEMNITY

3.1 PERFORMANCE OF OBLIGATIONS UNDER AGREEMENTS

ERCA shall perform all obligations of Tecumseh under the Utility Crossing Agreements and/or pay all costs, fees, and insurance premiums incurred by Tecumseh in performing any obligation that is not directly performed or capable of being directly performed by ERCA under the Utility Crossing Agreements.

3.2 LIABILITY AND INDEMNITY

ERCA shall:

(i) be liable to Tecumseh for all loss, damages and expenses which Tecumseh may suffer, sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of ERCA, its servants, agents, contractors or employees in respect of the Town and ERCA’s use of the Crossing Area or by reason of the Plains Agreement, and in addition,

(ii) indemnify the Town against all actions, proceedings, claims, demands and costs which may be brought against or suffered by Tecumseh or which it may sustain, pay or incur by reason of any matter or thing arising out of or attributable to any act or omission of ERCA, its servants, agents, contractors or employees in respect of the Town and ERCA’s use of the Crossing Area or by reason of the Plains Agreement.

ARTICLE 4

MISCELLANEOUS

4.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be dealt with as per the Trail Agreement.

4.2 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.*

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this _____day of _____, 2017

SIGNED, SEALED AND DELIVERED

in the presence of }
} **The Corporation of the Town of Tecumseh**
}
}
}_____
} Per: Gary McNamara, Mayor
}
}
}
} _____
} Per: Laura Moy, Clerk
}"I/we have authority to bind the corporation"
}
} **Essex Regional Conservation Authority**
}
}
} _____
} Per: Ed Sleiman, Chair
}
}
} _____
} Per: Richard J.H. Wyma, General Manager /
} Secretary-Treasurer
}"I/we have authority to bind the Essex Regional
} Conservation Authority"

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	July 25 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	Report to Council June 27 RCM
9/17	May 9, 2017		Dillon Drive Name Recognition	Naming recognition is requested for Jack Dillon, who died in World Ward 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	
11/17	May 23, 2017		Ontario Power Generation	A further report detailing the environmental effects to the Great Lakes is requested.	Manager Strategic Initiatives	Report to Council June 27 RCM
12/17	May 23, 2017		Speeding	OPP monitoring is requested for speeding in the areas of Charlene Land, and the corridor immediately north of EC Row, especially in the bend and block of Lemire and Lanoue streets.	PSB/OPP	

13/17	May 23, 2017		Signage on Manning Road	Administration is requested to approach the Town of Lakeshore and the County of Essex in regards to establishing a gateway policy with a common standard for regulating urbanized areas and signs for Manning Road.	CAO	
14/17	May 23, 2017		Traffic Safety	A request for stronger police presence to reinforce the safety of the intersections in the areas of St. Gregory's Road/Arlington Blvd, Tecumseh Road/Arlington Blvd and Edgewater/St. Gregory's Road is requested.	PSB/OPP	

Meeting Date: June 27, 2017

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-50

Being a by-law to confirm the proceedings of the
June 27, 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 **June 27, 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 **June 27, 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 27th day of June, 2017.

_____
Gary McNamara, Mayor

"SEAL"

_____
Laura Moy, Clerk