

Tuesday, July 25, 2017, 7:00 PM  
Tecumseh Town Hall  
www.tecumseh.ca

	<b>Pages</b>
<b>1. CALL TO ORDER - Mayor</b>	
<b>2. MOMENT OF SILENCE</b>	
<b>3. NATIONAL ANTHEM</b>	
<b>4. ROLL CALL &amp; DISCLOSURE OF PECUNIARY INTEREST</b>	
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<b>6. SUPPLEMENTARY AGENDA ADOPTION</b>	
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**15. MOTIONS**

- a. By-Law 2017-57

100 - 100
- Being a by-law to confirm the proceedings of the July 25, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh

**16. NOTICES OF MOTION**

**17. NEXT MEETING**

Tuesday, August 8, 2017

5:30 pm Policies & Priorities Committee

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, July 11, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 11-1)

**ORDER**

The Mayor calls the meeting to order at 7:24 pm.

(RCM 11-2)

**MOMENT OF SILENCE**

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

(RCM 11-3)

**NATIONAL ANTHEM**

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

(RCM 11-4)

**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 Public Works & Environmental Services	- Dan Piescic
	Director Planning & Building Services	- Brian Hillman
	Manager Engineering Services	- Phil Bartnik
	Manager Parks & Horticulture	- Casey Colthurst

**PECUNIARY INTEREST**

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

(RCM 11-5)

**MINUTES**

Motion: (RCM-235/17) Moved by Councillor Brian Houston  
Seconded by Councillor Bill Altenhof

**That** the minutes of the June 27, 2017, 6:00 pm and 6:45 pm Public Meetings of Council, and the minutes of the June 27, 2017, Regular Meeting of Council, as were duplicated and delivered to the Members, are adopted.

Carried

In response to an inquiry, the Chief Administrative Officer explains Public Works is preparing a follow-up report following the discussion at the last Council meeting on the Pentilly Drive matter.

(RCM 11-6)

### **SUPPLEMENTARY AGENDA ADOPTION**

Motion: (RCM-236/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**That** the July 11, 2017 Supplementary Council Agenda, be adopted.  
Carried

(RCM 11-7)

### **DELEGATIONS**

#### **Senior & Youth Advisory Committees**

Hannah Ruuth & Kristi Koutros from the Youth Advisory Committee along with Doug Drouillard & Paul Morand, from the Senior Advisory Committee, present to Council their 2017 Activity Report.

The Members express appreciation for both Committees' accomplishments, involvement and engagement of the community.

(RCM 11-8)

### **COMMUNICATIONS**

#### **Communications for Information**

- A. Town of Lakeshore, Re: Notice of Public Meeting
- B. Township of Lake of Bays, Re: Resolution of Support Requesting the Tax-Exempt Portion of Remuneration Paid to Local Officials be Reinstated
- C. Town of Amherstburg, Re: Notice of Passing of a Zoning By-law
- D. The College of Physicians and Surgeons of Ontario, Re: Nominate an Outstanding Ontario Physician in your Community
- E. Ministry of Education, Re: Plan to Strengthen Rural and Northern Education
- F. International Joint Commission Canada and United States Federal Budget Strategy, Re: Great Lakes & St. Lawrence Cities Initiative
- G. Office of the Prime Minister, Re: Great Lakes & St. Lawrence Cities Initiative

Motion: (RCM-237/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** Communications – *for Information* A through G as listed on the July 11, 2017 Regular Council Meeting Agenda are received.

Carried

Administration will circulate to the Members the information on the various cost scenarios respecting *Communications for Information* Item B.

#### **Communications - Action Required**

None.

(RCM 11-9)

### COMMITTEE MINUTES

Motion: (RCM-238/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Brian Houston

**That** the May 25, 2017 minutes of the Corn Festival Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-239/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** the June 22, 2017 minutes of the Corn Festival Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-240/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Tania Jobin

**That** the June 22, 2017 minutes of the Senior Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-241/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Brian Houston

**That** the June 27, 2017 Minutes of the Court of Revision, as was duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 11-10)

### REPORTS

Director Corporate Services & Clerk, Report No. 16/17, Re: Essex Power Corporation, Appointment of Proxyholder for Shareholders' 2017 Annual Meeting

Motion: (RCM-242/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Bill Altenhof

**That** Mayor Gary McNamara be appointed proxyholder for the Town of Tecumseh to cast its shareholder's votes at Essex Power Corporation's 2017 Shareholders' Annual Meeting;

**And that** Mr. Tom Burton be appointed as an alternate proxyholder for the Town of Tecumseh to cast its shareholder's votes at Essex Power Corporation's 2017 Shareholders' Annual Meeting if Mayor Gary McNamara is absent from the meeting;

**And further that** the Director Corporate Services & Clerk be authorized to sign all necessary proxy forms to implement this resolution and forward them to Essex Power Corporation.

As recommended by the Director Corporate Services & Clerk under Report No. 16/17.

Carried

Director Corporate Services & Clerk, Report No. 17/17, Re: Tecumseh BIA Night Market

Motion: (RCM-243/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston

**That** the Tecumseh Business Improvement Area Board of Management [BIA] be granted relief from the Noise By-law No. 2002-07, as amended, for the purposes of musical entertainment and event announcements during the hours of 5:00 pm to 10:00 pm at a Night Market to be held on Friday, July 28, 2017, at the Tecumseh Town Centre plaza parking lot located at 1614 Lesperance Road;

**And that** the BIA be granted relief from the Sign By-law from Friday, July 14 through Saturday, July 29, 2017, in order to display 24-inch by 18-inch size signs at the following Town owned locations:

BIA Parkette, Tecumseh Arena, Lakewood Park, Poisson Parkette, Lacasse Park, Chippewa Park, and Green Acres Park; and to display a 5-foot by 3-foot sign on the fence located on the north side of the Tecumseh Town Centre Plaza facing County Road 22 subject to the concurrence of the County of Essex.

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

Carried

Director Corporate Services & Clerk, Report No. 18/17, Re: Storyboard - Harold Rindlisbacher

Motion: (RCM-244/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**That** Corporate Services & Clerk Report No. 18/17 regarding a Storyboard about Harold Rindlisbacher be received;

**And That** the placement of a Storyboard regarding former Village of St. Clair Beach Councillor and Deputy Reeve, Harold Rindlisbacher, and his dedication to preserving the former Lakewood Golf Course as green space, be approved and located at Lakewood Park on the north side.

As recommended by the Director Corporate Services & Clerk under Report No. 18/17.

Carried

Director Parks & Recreation Services, Report No. 14/17, Re: Update to Tecumseh Parks By-Law No. 2009-13

Motion: (RCM-245/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**That** the following changes to By-Law No. 2009-13, a Bylaw to Regulate Parks, be approved as follows;

Amend:

9. While in a Park no person shall;

(1) subject to the provisions of section 9.1 kill, attempt to kill, hunt, ~~fish, attempt to fish~~, maim, injure, trap, remove or disturb any animal, bird, waterfowl, worms, or other wildlife; or

(2) touch, injure or remove any nest or egg therefrom, or feed any waterfowl except in a designated area.

Add:

9.1 (1) No person shall fish in an area posted to prohibit same, in any park.

(2) No person shall fish in any park except in compliance with the *Fish and Wildlife Conservation Act 1997*, S.O. 1977, c41, as amended, and the *Fisheries Act*, Chapter F-14, as amended.

(3) No person shall fish in any park for commercial purposes.

As recommended by the Director Parks & Recreation Services under Report No. 14/17.

Carried

Manager Roads & Fleet, Report No. 37/17, Re: Sanitary Sewer Collection System Rehabilitation Project Sole Source – Manhole Inspections & Rain Catcher Installations

Motion: (RCM-246/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

**That** pursuant to the Town's Purchasing Policy Section 3.3 Single/Sole Sourcing (By-law 2006-03), Ontario Clean Water Association (OCWA) be retained to complete wastewater system manhole inspections, supply and install rain catchers and replace damaged manhole covers, all to reduce the inflow in the Town's wastewater system, in the amount of \$177,000, excluding HST;

**And that** the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with OCWA;

**And further that** the cost of \$180,000, including non-rebateable HST, to complete wastewater system manhole inspections, supply and install rain catchers and replace damaged manhole covers, all to reduce the inflow in the Town's wastewater system, be a charge against the Sanitary Sewer Collection System Rehabilitation Project. As recommended by the Manager Roads & Fleet, under Report No. 37/17.

Carried

(RCM 11-11)

**BY-LAWS**

Motion: (RCM-247/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

**That** By-law No. 2017-51 being a by-law to adopt Official Plan Amendment No. 39 to the Tecumseh Official Plan, for the property located at 11941 Tecumseh Road;

**And That** By-law No. 2017-52 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 (11941 Tecumseh Road);

Be given first and second reading.

Carried.



Motion: (RCM-248/17) Moved by Councillor Brian Houston  
Seconded by Councillor Rita Ossington

**That** By-law No. 2017-51 being a by-law to adopt Official Plan Amendment No. 39 to the Tecumseh Official Plan, for the property located at 11941 Tecumseh Road;

**And That** By-law No. 2017-52 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 (11941 Tecumseh Road);

Be given third and final reading.

Carried.

(RCM 11-12)

### **UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

The Chief Administrative Officer advises a review of the anti-idling is underway. Item 12-17 regarding speeding has been referred to the OPP for enforcement. In respect of signage on Manning Road, Administration met with their Town of Lakeshore counterparts today who are receptive to exploring a harmonized by-law for signage.

### **Trees on St. Anne's Boulevard**

Administration is asked to inspect the health of the new trees in the area of Harbour Street and St. Anne's Boulevard.

The Manager Engineering Services explains there is a two year maintenance on the trees which will be inspected before the end of the maintenance term.

(RCM 11-13)

### **NEW BUSINESS**

#### **Rodent Population**

Resident complaints and displeasure, that the Town is not being as progressive as other municipalities, are being expressed. A request is made for a report for the 2018 Budget on investigating a baiting program and the pros and cons of such a program. Complaints received by Council will be circulated to Administration.

#### **Christy Lane**

Residents of Christy Lane have been made aware of tree planting to occur on the Town's right-of-way in accordance with the Development Agreement for the area. Similar to the onsite meeting on Hayes Avenue, a request is made for a meeting to be convened at the Christy Lane site with residents to educate them on the expectations for tree planting. A memo was recently sent out on a pro-active basis to make the residents aware of the forthcoming plantings, however, further education is requested.

Motion: (RCM-249/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**That** Administration engage residents on the new portion of Christy Lane for the purposes of education and to work together on the planting of trees in a manner best for all.

Motion Lost

**Dog Control By-Law – Tethering**

The Director Corporate Services & Clerk confirms a report on proposed amendments to the Dog Control By-law, relating to tethering and other health and safety matters will be on the Policies & Priorities Committee Agenda for the August 8, 2017 meeting. The Windsor/Essex County Humane Society will also be in attendance.

**Bill 94 - Highway Traffic Amendment Act (School Bus Camera Systems)**

Motion: (RCM-250/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** the Council of the Town of Tecumseh support *Bill 94 An Act to amend the Highway Traffic Act with respect to evidence obtained from school bus camera systems*;

**And that** the Province be encouraged to mandate school bus cameras on all school buses;

**And further that** a copy of this resolution be sent to the Premiere of Ontario, Minister of Transportation, area MPPs, Leader of the Opposition Party, Leader of the Third Party, AMO, County of Essex, area municipalities, and Chatham-Kent.

Carried

(RCM 11-14)

**MOTIONS**

Motion: (RCM-251/17) Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

**That** the direction to the Town's Solicitor and Administration at the July 11, 2017 closed meeting of Council held at 6:30 pm in accordance with Section 239 (2)(e) and (f) of the *Municipal Act, 2001* regarding the OMB Decision on the appeal by Sylvestre et al of the Manning Road Area Specific Development Charges By-law be confirmed.

Carried

Motion: (RCM-252/17) Moved by Councillor Rita Ossington

Seconded by Deputy Mayor Joe Bachetti

**That** By-law 2017-53 being a by-law to confirm the proceedings of the July 11, 2017, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

Carried

(RCM 11-15)

**NOTICES OF MOTIONS**

There are no Notices of Motion.

(RCM 11-16)

**NEXT MEETING**

A Public Meeting of Council will be held at 5:30 pm on Tuesday, July 25, 2017 regarding Pentilly Road.

A Court of Revision regarding the Webster Drain will be held at 6:30 pm on Tuesday, July 25, 2017.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, July 25, 2017.

(RCM 11-17)

**ADJOURNMENT**

Motion: (RCM-253/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** there being no further business the July 11, 2017 regular meeting of Council now adjourn at 8:57 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk



**PROPOSAL FOR A  
CULTURAL & RESOURCE CENTRE  
In the Town of Tecumseh~Ward 4**

By~

The Olde Sandwich South  
& Area Historical Society

July 20, 2017



**The Olde Sandwich South & Area Historical Society  
38 Cranberry Court  
Essex, Ontario  
N8M 3G5**

July 20, 2017

Mayor Gary MacNamara  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9

Dear Mayor, Deputy Mayor and Council Members:

The Olde Sandwich South & Area Historical Society has been an active group in good standing with the Province of Ontario Historical Society and local community since 1998. We have members not only from the former Sandwich South area but from across North America. Many Ward 4 residents are descendants of the original settlers. We have strived to protect and preserve the cultural and historical identity of our local community in the Town of Tecumseh's Ward 4.

We are very grateful to be allowed the use of the Fire Station #2 for our meetings and events. This fire hall already holds several artifacts from the former Sandwich South Township and has been an ideal location in particular with the Oldcastle Heritage Park located next door.

With this being said, we humbly ask if an addition could be built on to the Fire Station #2 to serve as a Cultural and Resource Centre for our community. Over the past 20 years our historical records and artifacts have been stored at various locations throughout the municipality. These items are of historical significance to our unique local heritage and need to be displayed and used by our residents. This centre would offer an additional service and a public presence in Ward 4 and would be available for all user groups.

We ask to be included on the next Council Meeting's Agenda to formally present our request.

Thank you for your kind consideration.

Sincerely,

Mrs. Wendy Pulleyblank-Cunningham  
Chairperson  
519-890-9120  
Encl.

## The Olde Sandwich South & Area Historical Society

### Executive and Directors

Chairperson: Wendy (nee Pulleyblank) Cunningham

Vice Chairperson: Judy (nee Wellwood) Robson

Treasurer: Judy (nee Sexton) Jobin

Secretary: Barb O'Neil

Directors: Kelly (nee Kavanagh) Cowan

Penny (nee Turton) Esping

Shaun Fuerth

Ethel Grove

Al Grove

Barb (nee Thompson) Orban

George Orban

Cheryl (nee Leithead) Skilton

Sue (nee Sexton) Rau

## The Olde Sandwich South & Area Historical Society

### MISSION STATEMENT

The Mission of the Olde Sandwich South & Area Historical Society is to promote the unique historical and cultural heritage of our community.

### VISION STATEMENT

The Olde Sandwich South & Area Historical Society will be a leader in the preservation of local history, be an educational resource, be an integral part of the community, and work together for the benefit of local culture.

*The Olde Sandwich South & Area Historical Society is a registered member of the Ontario Historical Society and the Windsor-Essex County Historical Society.*

## **THE OLDE SANDWICH SOUTH & AREA HISTORICAL SOCIETY**

### **CULTURAL & RESOURCE CENTRE**

#### ➤ **Objective:**

To seek the Town of Tecumseh's approval for an addition to Fire Hall #2 in Oldcastle that would allow us to:

- to support the Township of Sandwich South Official Plan (June 2014) that states "to encourage the preservation and enhancement of heritage resources and to develop a greater awareness of the value of heritage conservation in the community."
- to follow the "Healthy Places, Healthy People" (Windsor-Essex Health Unit, September 6, 2006) statement on the health and well-being of the inhabitants of the Windsor-Essex region of Ontario that requires strategic planning in respect to heritage and social components. This proposed site is linked to the Oldcastle Heritage Park and the Chrysler Greenway Trail.
- to promote and educate citizens and groups on our unique rich heritage and culture.
- to create a resource centre for citizens and visitors to research family and community history.
- to provide room for community user groups including the Town of Tecumseh Council to use for meetings and events.
- to properly display local artifacts and artwork in a secure and safe environment.

#### ➤ **Goal:**

For the Town of Tecumseh's Council full support in providing the funds to cover the costs of building a 20' x 20' addition on to the Fire Station #2 in Oldcastle. Based on discussions with the Town of Tecumseh's architect, it is estimated to cost approximately \$120/square foot or approximately \$48,000.

#### ➤ **Note:**

The Olde Sandwich South & Area Historical Society is offering to pay for exterior signage and interior amenities and furnishings.







**CANHC**

Canadian Association Of Nuclear Host Communities

July 06, 2017

To municipal councils in Ontario,

**Re: Municipal Support and Endorsement for Ontario Power Generation Proposal to Develop a Deep Geologic Repository for Low- and Intermediate-Level Radioactive Waste in Kincardine**

We are writing to confirm our full support for the proposal by Ontario Power Generation (OPG) to develop a Deep Geologic Repository (DGR) at the Bruce Nuclear site. We recognize that other municipalities in Ontario may have an interest in this project.

The Municipality of Kincardine – as host community for the DGR – has reaffirmed its support for the project for more than a decade, from an agreement with OPG that council ratified in October 2004, to a resolution of support that council passed this past February 2017.

As the most recent Kincardine council resolution states, "Council has based its support on the solid scientific evidence and strong community social license for the proposal." The resolution concludes with a recommendation that the federal Minister of Environment and Climate Change "approve the project and take the necessary steps to move the project forward."

The DGR proposal has been the subject of thorough study, including extensive public consultation, hearings and scrutiny by a Joint Review Panel under the auspices of the Canadian Nuclear Safety Commission (CNSC) and the Canadian Environmental Assessment Agency (CEAA). The panel's report in 2015 leaves no doubt that the DGR is a safe and prudent way to permanently dispose of the low- and intermediate-level waste, which is currently stored on an interim basis above ground at the Bruce site.

We urge you to avail yourself of information available from OPG, the CNSC and the CEAA on the DGR's safety case. This project, supported by public review and volumes of scientific studies, deserves the support of municipal leaders and councils across Ontario, given our constituents' shared interests in obtaining safe, low-cost and clean energy, dealing responsibly with nuclear waste and protecting the environment.

We welcome any questions you may have about our evidence-based support for the DGR.

Best regards,

Anne Eadie  
Mayor, Municipality of Kincardine

Adrian Foster  
Mayor, Municipality of Clarington  
Chair, Canadian Association of Nuclear Host Communities



## NOTICE OF OPEN HOUSE AND COMPLETE APPLICATION

FILE: Zoning By-law Amendment ZBA-10-2017  
UNDER THE PLANNING ACT

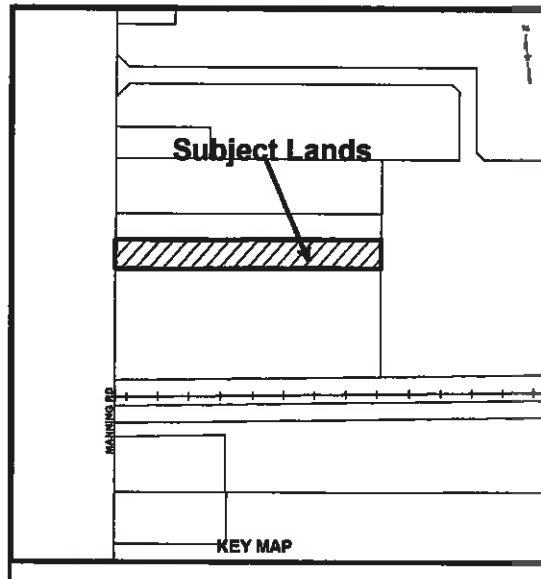
June 29, 2017

The Town of Lakeshore has received a zoning by-law amendment application by Gilbert Stewart (File No: ZBA-10-2017) for subject lands located at 2136 Manning Road (County Road 19) (Pt Lot 8, Conc. WPC, Part 2, Plan 12R18427), which has the effect of the following:

### Proposal:

- To rezone the lands identified as the "Subject Property" in the key map below, and amend the current "UR-2, Urban Reserve Exception 2", to permit a new accessory structure (1,920 ft<sup>2</sup> - 178.37 m<sup>2</sup>) for the permitted use of a portable toilet rental business. The current UR-2, Urban Reserve Exception 2 zone permits existing buildings only and an expansion of an existing building or the construction of a new building requires relief from the Zoning By-law. (See key map and proposed site plan below)

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



Following is a brief description of the application:

### Location

The subject property(s) is located at 2136 Manning Road (County Road 19), north of the CPR Railway and south of Little Baseline Road, as depicted within the Key Map, in the Town of Lakeshore (former Community of Maidstone).

### An OPEN HOUSE will be held on:

**Date:** Thursday, July 13, 2017  
**Time:** 5:00 pm to 6:30 pm  
**Location:** Council Chambers  
419 Notre Dame Street  
Belle River

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

ANY PERSON may attend the **Open House** to discuss their comments and concerns with the applicant and municipal planning staff on **July 13, 2017, or by calling directly to 519-728-1975 ext. 286.**

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

RECEIVED

JUL 06 2017

Town of Tecumseh

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

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

public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to do so.

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

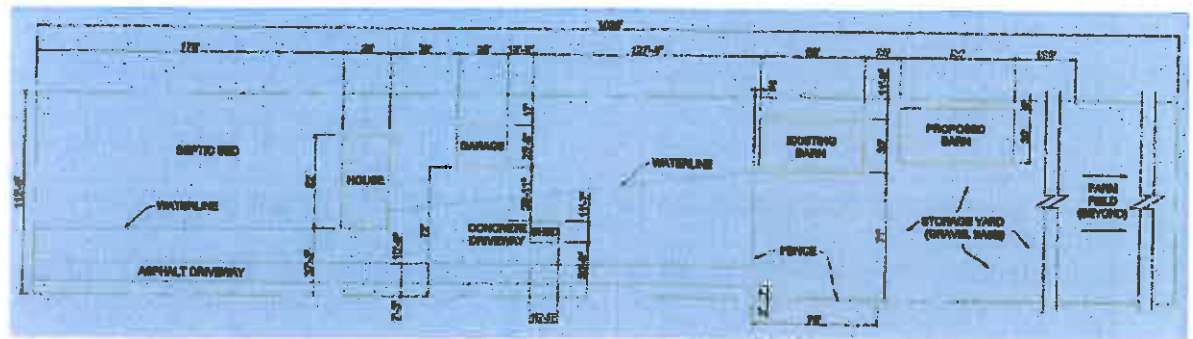
If you would like to forward your views on this application, please do so in writing to Maureen Emery Lesperance, Planning Coordinator at 419 Notre Dame Street, Belle River Ontario N0R 1A0, or by email (please include your mailing address) at [mlesperance@lakeshore.ca](mailto:mlesperance@lakeshore.ca).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

**DATED AT THE TOWN OF LAKESHORE THIS 29<sup>th</sup> DAY OF JUNE 2017.**

Information or questions may be directed to:

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

**Proposed Site Plan/ Aerial Map**



## **Call for Nominations**

### **Community Schools Alliance**

Memo To: Members and Former Members of the Community Schools Alliance

From: James Collard, Secretary-Treasurer, Community Schools Alliance

Thank you for being a member or former member of the Community Schools Alliance and supporting our advocacy for schools in rural and northern Ontario.

Please be advised that in accordance with the Constitution of the Community Schools Alliance, the Secretary-Treasurer is inviting nominations to the Executive Committee of the Alliance.

If required, an election will be held at the Annual Meeting in Ottawa in August, 2017 during the AMO Conference. You will be advised of the location, date and time of the Annual Meeting as soon as that information is available.

A Nomination Form is included. Please forward this to all members of your council.

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Executive Committee.

Only individuals who were members of the Alliance by July 15, 2017 or elected officials of municipalities that were members of the Alliance by July 15, 2017 are eligible to be candidates for election to the Executive Committee of the Alliance.

Please print, complete and forward a completed Nomination Form to the Secretary-Treasurer at [jim@collards.com](mailto:jim@collards.com).

A completed Nomination Form must be received by the Secretary-Treasurer no later than Friday, July 28, 2017. Nominations will not be accepted beyond that date.

The Constitution provides for up to eleven (11) members of the Executive Committee.

Section 5(g) of the Constitution establishes staggered terms for members of the Executive Committee. At this year's Annual Meeting up to four (4) members may be elected for three (3) year terms.

Section 5(i) of Constitution states: "The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting."

## **Nomination Form**

### **Executive Committee of the Community Schools Alliance**

Nominee's Name (as it is to appear on the ballot):

---

Nominee's Municipality (if applicable):

---

Civic Address including Postal Code:

---

Email address:

---

Phone Number:

---

I, the Nominee named in this Nomination Form, do hereby consent to such nomination and declare that I am qualified to be elected to the Executive Committee of the Community Schools Alliance.

Signature of Nominee and date:

---





The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

**Date:** June 27, 2017

**Resolution No.** RES-1134-2017

**MOVED BY:**

Deputy Mayor Bill McGimpsey  
Councillor Jim Wert  
Councillor François Landry  
Councillor Randy Douglas

☒  
☐  
☐  
☐

**SECONDED BY:**

Deputy Mayor Bill McGimpsey  
Councillor Jim Wert  
Councillor François Landry  
Councillor Randy Douglas

☐  
☒  
☐  
☐

**WHEREAS** the provincial government has proposed to amend the Conservation Authorities Act'  
**WHEREAS** the amendment will require Conservation Authority Boards to have a composition of 50% members with scientific backgrounds;  
**WHEREAS** the amendment will restrict the ability of municipal councils to appoint board members;  
**BE IT RESOLVED** that the Corporation of the Township of North Stormont oppose the amendment to the Conservation Authorities Act.

**FOR**

**AGAINST**

**Recorded Vote:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CARRIED:**

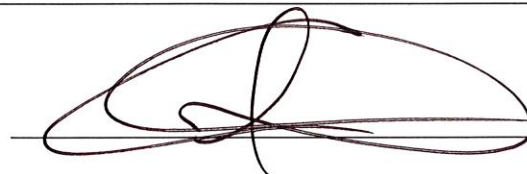
  
**Mayor**

**DEFEATED:**

**Mayor**

**Declaration of Conflict of Interest:**

- ☐ Disclosed His/Her/Their interest  
☐ Vacated His/Her/Their Seat  
☐ Deferred



**CAO/CLERK**

July 19, 2017

*Sent via Regular Mail*

The Honourable Kathleen Wynne  
Premier of Ontario  
Legislative Building – Room 281  
Queen's Park  
TORONTO ON M7A 1A1

Dear Premier Wynne:

**Re: Support Resolution – Request for Economic Impact Analysis**

City Council, at its meeting held on July 17, 2017 considered the above noted matter and the following Resolution No. R-170717-014 was adopted:

**"WHEREAS the Province of Ontario has recommended changes to the Employment Standards Act; and**

**WHEREAS the Province of Ontario has many municipalities with differing and unique economic circumstances; and**

**WHEREAS to protect jobs against unintended consequences that may come about as a result of implementing these changes;**

**BE IT THEREFORE resolved that the Council of the Corporation of the City of Owen Sound supports the Ontario Chamber of Commerce's request that an Economic Impact Analysis be done of the proposed reforms prior to implementation."**

The City of Owen Sound appreciates your attention to the important matter.

Sincerely,



Briana Bloomfield, B.A. (Hons.)  
Deputy Clerk  
/bb

c: New Democratic Party Leader, Andrea Horwath  
Progressive Conservative Party Leader, Patrick Brown  
Bruce-Grey-Owen Sound M.P.P., Bill Walker  
Association of Municipalities of Ontario  
All Ontario Municipalities



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

A meeting of the Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Monday, July 17, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 7-1)

**ORDER**

The meeting was adjourned due to a lack of quorum. No discussion was held and no decisions were made.

(YAC 7-2)

**ROLL CALL**

Members Present:	Secretary	- Paytin Gardner
	Member	- Rachel Haddad
	Chair	- Hannah Ruuth
Also Present:	Deputy Clerk	- Christina Hebert
Absent:	Member	- Ava Ruuth
	Member	- Brendan Froese
	Vice-Chair	- Kristi Koutros
	Treasurer	- Andre Ducharme

(YAC 7-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(YAC 7-4)

**DELEGATIONS**

None.

(YAC 7-5)

**COMMUNICATIONS**

**Minutes**

A) Youth Advisory Committee Meeting held June 5, 2017

Motion: (YAC-\_\_\_/17) Moved by  
Seconded by

**That** the Minutes of the Youth Advisory Committee meeting held June 5, 2017, be approved.

Carried

**Communication for Information**

- A. Manager Recreation Programs & Events, Email dated July 1, 2017, Re: YAC at Canada Day
- B. Supervisor Recreation Programs & Events, Email dated July 5, 2017, Re: Thank You to You and YAC
- C. We Engage Free Workshop Series

Motion: (YAC-\_/17) Moved by  
Seconded by

**That** Communications – *for Information* A through C as listed on the July 17, 2017 Youth Advisory Committee Meeting Agenda are received.

Carried

(YAC 7-6)

**REPORTS**

None.

(YAC 7-7)

**UNFINISHED BUSINESS**

**Ontario 150 Partnership Program**

(YAC 7-8)

**NEW BUSINESS**

(YAC 7-9)

**NEXT MEETING**

The next meeting of the YAC will be held on

(YAC 7-10)

**ADJOURNMENT**

Motion: (YAC-\_\_\_/17) Moved by  
Seconded by

**That** there being no further business, the July 17, 2017, meeting of the Youth Advisory Committee be adjourned at \_\_\_\_ p.m.

Carried

---

Hannah Ruuth, Chair

---

Kristi Koutros, Vice-Chair



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 11/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** July 7, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** 2018 Business Plan & Budget Timetable

---

### **RECOMMENDATIONS**

It is recommended that:

1. The proposed 2018 Business Plan & Budget timetable, as follows, be approved:

Council consultation	September 12, 2017
Public engagement	September 12 to September 30, 2017
Table proposed Business Plan & Budget	November 14, 2017
Council deliberations	November 21, 2017
Council deliberations (if needed)	November 22, 2017
Council consideration & adoption	December 12, 2017

### **BACKGROUND**

The purpose of this report is to approve the 2018 Business Plan & Budget timetable.

Included within this timetable is a strategy to encourage public awareness and engagement in the budget process.

#### *Public Engagement*

It is recommended that the Council pre-budget consultation be used as a medium to increase public awareness and engagement in the annual budget process.

Through advertisement in the Shoreline, Town web site and social media, residents will be encouraged to attend the regular council meeting on September 12 to observe the Council consultation and/or visit the Town's web site to view the presentation slide deck and/or request a printed copy of the slide deck at Town Hall. Residents will be able to ask questions and/or provide comments through the Town's web site, social media or through written correspondence from September 12 to September 30.

Posed questions and/or comments along with responses will be posted on the web site, on social media and be available upon request at Town Hall by October 6, allowing Council and Administration an opportunity to consider suggestions and/or concerns in the budget development process.

## **COMMENTS**

### *Proposed Business Plan & Budget Timetable*

Generally, Council and Administration set a timetable that can achieve an adopted budget in December. During election years, such as will be the case in October 2018 affecting the 2019 budget, Council and Administration set a timetable that can achieve an adopted budget in February. The timetable being proposed for the 2018 operating, lifecycle and reserves budgets is:

Council consultation	September 12, 2017
Public engagement	September 12 to September 30, 2017
Table proposed Business Plan & Budget	November 14, 2017
Council deliberations	November 21, 2017
Council deliberations (if needed)	November 22, 2017
Council consideration & adoption	December 12, 2017

The major advantages of adopting the annual budget in December are:

- Departments may proceed with budgeted service delivery and work plan management as early in the year as possible, and
- Allows for earlier variance analysis and thus provides more time to adjust in-year to adverse circumstances which arise

Some disadvantages of adopting the annual budget in December are:

- County and School Board levies will not be known
- ERCA and EWSWA budgets will not be known
- Property assessment impacts will not be known, as the returned roll for property tax purposes is generally received mid-December

### *Alternative Business Plan & Budget Timetable*

An alternative timetable, should Council prefer to delay the municipal budget process somewhat in order to reduce the number of unknowns is:

Council consultation	October 24, 2017
Public engagement	October 24 to November 11, 2017
Table proposed Business Plan & Budget	January 23, 2018
Council deliberations	TBD week of February 5, 2018
Council deliberations (if needed)	TBD week of February 12, 2018
Council consideration & adoption	February 27, 2018

The alternative timetable will allow for budget formulation having estimated levies/budgets for the County, School Boards, ERCA and EWSWA. Service delivery and work plan management may be negatively impacted due to delayed budget adoption.

Administration recommends Council approve *Proposed Business Plan & Budget Timetable* seeking adoption in December. Adoption in December allows Council and Administration to confidently commence service/program delivery immediately and fully utilize the budget calendar.

## **CONSULTATIONS**

None

## **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:

---

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

Reviewed by:

---

Luc Gagnon, CPA, CA, BMath  
Director Finance & Treasurer

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

TK



## THE CORPORATION OF THE TOWN OF TECUMSEH

Fire & Emergency Services  
Report No. 06/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Tecumseh Fire Services – Q2 2017 Update

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### **RECOMMENDATIONS**

It is recommended that:

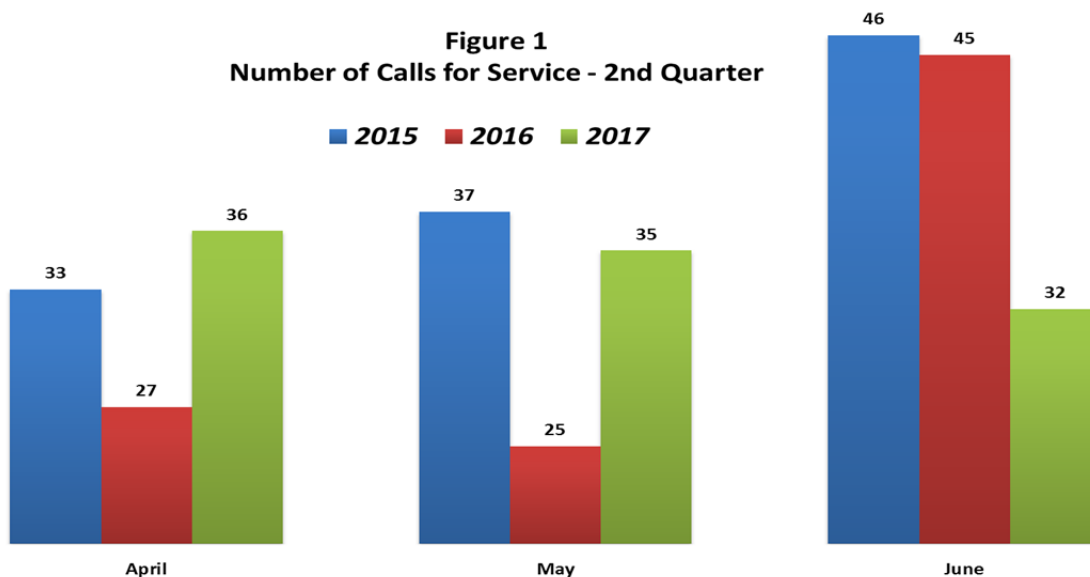
1. The Tecumseh Fire Services Q2 2017 update presented in the Fire & Emergency Services Department Report No. 06/17 be received.

### **BACKGROUND**

The purpose of this Fire Services Report is to provide Council with an overview of the Tecumseh Fire Rescue Services for the second quarter of 2017.

### **COMMENTS**

#### **Calls for Service – Volume**

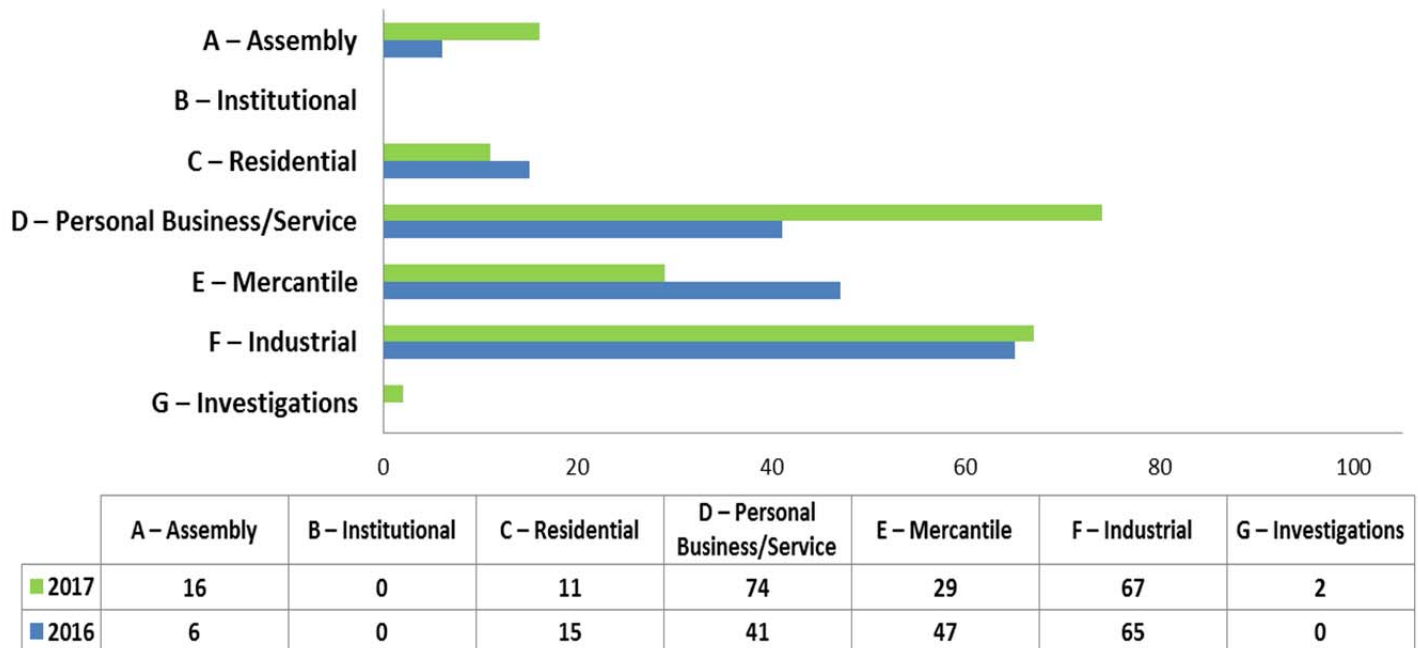


**Figure 1** illustrates call volumes for the 2<sup>nd</sup> Quarter over a 3 year period 2015 through 2017 on a monthly basis. A structure fire in mid-May resulting in approximately \$100,000 in losses required roughly 92 firefighter hours and tanker support from Lakeshore Fire.

## Inspections and Public Education

### i. Inspections

**Figure 2**  
**Inspection by Property Type - 2nd Quarter**



**Figure 2** illustrates Inspection by Property Type for the 2<sup>nd</sup> Quarter for the years 2016 and 2017.

### ii. Public Education

Fire Prevention Officer (FPO) Bob Hamilton and the Manager Strategic Initiatives Lesley Racicot use social media to broaden the reach of information regarding Fire Safety issues.

Tecumseh Fire Rescue regularly attends community literacy events, the following are some of those attended in the 2<sup>nd</sup> quarter of 2017:

- Fire Hall Tours – École Saint Antoine, AV Graham, St. Andre Schools
- Safety Patrol Appreciation Day
- Meet a Machine
- Sandwich South Historical Society – Canada 150<sup>th</sup> Birthday
- St. Mary's School – Fun in the Sun Day
- Our Lady of Mt. Carmel School – Family Picnic/Fit-A-Thon
- Mason Macri Superhero Memorial



## Q2-2017 Highlights

### ○ RCMP – Synthetic Drug Awareness Workshop

The Chief and Deputy Chief along with two Captains attended a one-day *Synthetic Drug Awareness* training seminar. The seminar provided valuable information regarding such topics as types of Clandestine Labs, Synthesis Production Methods and Chemical Hazards in a Clandestine Lab, with also a discussion about the Fentanyl Crisis.

### ○ Distracted Driving Presentation Tecumseh Vista & L'Essor Highschools



A crash scene simulation involving OPP, EMS and Fire took place at L'Essor & Tecumseh Vista High schools in April. Interactive activities and a talk with families who have endured the loss of their children were also a part of this presentation to bring attention to the dangers of distracted and impaired driving.

### ○ OMFPOA 61<sup>st</sup> Annual Training & Education Symposium

The 2017 OMFPOA 61<sup>st</sup> Annual Training & Education Symposium was hosted by *Ontario Provincial Fire Prevention Officers Association (OMFPOA) Chapter 8 (Windsor, Essex County & Chatham-Kent)*. Tecumseh Fire Rescue's Fire Prevention Officer as a member of the Symposium committee assisted in organizing this large event that took place May 29th to June 1st at Caesars Windsor.



### ○ Wounded Warriors Canada Battlefield Bike Ride



Tecumseh Firefighter Yvon Dionne successfully took part in a 600-kilometre trek from London, England to Vimy Ridge as a part of the Battlefield Bike Ride arranged by Wounded Warriors Canada. The previous three Battlefield Bike Rides have raised \$1.1 million for an organization that assists veterans and first responders suffering from PTSD and other issues.

## CONSULTATIONS

None

## **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:

---

Doug Pitre  
Director of Fire Services & Fire Chief

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

DP/kp



## THE CORPORATION OF THE TOWN OF TECUMSEH

Fire & Emergency Services  
Report No. 07/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** July 17, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Pumper/Rescue Unit #1 Tender Award

---

### **RECOMMENDATIONS**

It is recommended that:

1. The tender for the Pumper/Rescue Unit #1 be awarded to Fort Garry Fire Trucks at a cost of \$672,000 plus HST.
2. The funding be increased from \$606,000 to \$692,000 with the additional funding of \$86,000 to also be provided from the Fire Apparatus Lifecycle Reserve.

### **BACKGROUND**

At the Regular Council Meeting of February 28, 2017, the members reviewed PWES Report #03/17 and passed a motion (RCM-58/17), which reads as follows:

**THAT** Administration obtain quotations for the 2017 Supply of Various Vehicles as follows:

	DEPARTMENT	VEHICLE	ESTIMATED PRICE
Appendix A	Public Works	PW 01-09 Tandem Axle Snowplow	\$ 290,000
	Parks	Hoe Pack Attachment	\$ 10,000
		P 04-10 2500 Pickup Truck	\$ 37,000
		P 09-17 Bobcat S-650	\$ 50,000
		P 20-11 Landscape Trailer	\$ 6,000
		Kubota Mowers (4)	\$ 56,000
	Water	W 08-08 1500 Pickup Truck	\$ 32,000
Sub total Appendix A			\$ 481,000
Appendix B	Fire	Spartan Engine	\$ 600,000
Sub total Appendix B			\$ 600,000
Total Appendix A + B			\$ 1,081,000

**AND THAT** the following equipment be declared surplus and disposed of through Part VI, Disposal of Surplus or Scrap Materials and Equipment of the Town's Purchasing By-law;

DEPARTMENT	VEHICLE	UNIT NUMBER	YEAR PURCHASED
Public Works	PW 01-09 Tandem Axle Snowplow	PW 01-09	2009
	PW Bobcat S-650		2011
Parks	P 04-10 2500 Pickup Truck	P 04-10	2009
	Landscape Trailer	P 20-11	2011
	Kubota Mowers (4)		2014
Fire	Spartan Engine	Rescue 1	1990

**AND THAT** Appendix A Town of Tecumseh 2017 – 2026 Ten Year Fleet Funding and Replacement Schedules and Appendix B Town of Tecumseh 2017 – 2026 Ten Year Fire and Rescue Services Apparatus Funding and Replacement Schedules attached to Public Works & Environmental Services Report No. 03/17 be adopted as amended and attached;

**AND FURTHER THAT** Funding for the purchase of the 2017 Supply of Various Vehicles be funded as follows:

- (a) Appendix A vehicles: \$481,000 plus associated costs for outfitting \$14,000 for a total of \$495,000 be funded from the Fleet Lifecycle Reserve, and
- (b) Appendix B vehicle: \$600,000 plus associated costs for outfitting \$6,000 for a total of \$606,000 be funded from the Fire Apparatus Lifecycle Reserve.

Rescue #1 in the Fire Department's fleet has been in service for 27 years as a front line rescue vehicle able to carry all specialized rescue equipment (ice and water, confined space and extrication equipment). Rescue #1 is also used to fill in at both stations when a piece of front line apparatus is placed out of service.

## **COMMENTS**

A committee comprised of eight (8) members was selected to determine the specifications for the new apparatus;

- Fire Chief
- Deputy Fire Chief
- Windsor Fire Dept. Apparatus Division Mechanic
- 2 Fire Captains
- 3 Firefighters

The committee refined the specifications to address all areas of the vehicle to ensure that it would meet the department's specific requirements and needs.

On March 31, 2017, a Request for Quotation (RFQ) for a Pumper/Rescue Unit #1 was tendered including specifications for a rear mount pump.

Quotations were received using a two-envelope system up to and including April 28, 2017, at which time two (2) companies submitted their proposals.

The proposals were publicly opened by the Purchasing Officer on April 28, 2017, in the presence of the Director Financial Services & Treasurer, Director Fire Services & Fire Chief, Deputy Fire Chief and Purchasing Officer.

The pricing envelopes were publicly opened by the Purchasing Officer on May 11, 2017, in the presence of the Director of Financial Services, Director Fire Services & Fire Chief, and the Deputy Fire Chief.

The Proposals submitted were:

Company Name	Tender Price (excl. HST)
Resqtech Systems Inc.	\$775,500.00
Dependable Fire Trucks	\$795,934.00

The proposals were evaluated based on the following criteria and weighting:

Criteria	Weighting
Specifications	70
Cost	30
<b>Total Available Points:</b>	<b>100</b>

The RFQ submissions were evaluated by Windsor Fire – Apparatus Division, the Fire Dept. Committee and Fire Administration. Each proposal was evaluated on its own merit according to the evaluation criteria listed in the RFQ documents. Each quotation was scored and the final score was used as the basis for vendor selection. The lowest tender exceeded the approved allocation by \$175,500. All tenders were rejected.

On June 8, 2017, a Request for Quotation (RFQ) for a Pumper/Rescue Unit #1 was re-tendered to include specifications for a mid-mount pump in an effort to reduce the tendered prices.

Quotations were received using the same two-envelope system up to and including July 6, 2017 at which time five (5) companies submitted their proposals.

The proposals were publicly opened by the Purchasing Officer on July 6th, 2017, in the presence of the Director Financial Services & Treasurer, Director Fire Services & Fire Chief, and the Deputy Fire Chief.

These proposals were evaluated based on the same criteria and weighting as the previous RFQ earlier in the year.

The pricing envelopes were publicly opened by the Purchasing Officer on July 14, 2017, in the presence of the Director Fire Services & Fire Chief and the Deputy Fire Chief.

The Proposals submitted were:

Company Name	Tender Price (excl. HST)
Fort Garry Fire Trucks	\$672,000.00
Dependable Fire Trucks	\$710,900.00
Carl Thibault Fire Trucks	\$721,768.00
Resqtech Systems Inc.	\$725,000.00
Metalfab Ltd.	\$748,294.00

Pricing is impacted by various factors including the U.S. exchange which not only relates to the cab and chassis, but major components such as the pump and fittings that are manufactured in the United States. The cabinet assembly (rear portion of the vehicle) and the remainder of the build are completed in Canada reflecting some savings.

The proposal submitted by Fort Garry Fire Trucks received the highest overall score and was found to meet the requirements of the RFQ. Subject to the Financial Impacts discussed below, Administration recommends the tender be awarded to Fort Garry Fire Trucks in the amount of \$672,000 plus HST.

## **CONSULTATIONS**

Chief Administrative Officer  
Director Financial Services & Treasurer  
Windsor Fire – Apparatus Division  
Purchasing Officer

## **FINANCIAL IMPLICATIONS**

Manager Roads & Fleet, Report No. 03/17 estimated the total project cost at \$606,000. This allocation of funds was to cover the Spartan Engine cost of \$600,000, as well as associated costs for outfitting of an additional \$6,000. Administration recommends increasing the funding from \$606,000 to \$692,000 to reflect the Fort Garry Fire Truck bid of \$672,000 and an additional amount of \$8,000 for outfitting.

Tender cost	\$672,000
Estimated outfitting costs	\$8,000
	<u>\$680,000</u>
Non-rebateable HST 1.76%	\$12,000
	<u>\$692,000</u>
Approved allocation	<u>\$606,000</u>
Allocation shortfall	<u><u>\$86,000</u></u>

### **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:

---

Doug Pitre  
Director of Fire Services & Fire Chief

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

DP/kp



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department  
Report No. 04/17

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

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

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

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Community Support – Optimist Club St. Clair Beach

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### **RECOMMENDATIONS**

It is recommended that:

Parks and Recreation Report No. 04/17 - Community Support – Optimist Club of St. Clair Beach, be received.

### **BACKGROUND**

At the regular meeting of Council March 14, 2017, a request was made to provide a report on the impact of the support the Optimist Club of St. Clair Beach provides to the Community through their fundraising and organized events.

### **COMMENTS**

Service clubs continue to play an important role in improving local communities. Municipalities do not have enough time, money or resources to address everything a community requires to provide its residents. In addition to assisting the Municipality, Service Clubs also assist other community organizations, as a source of grant funding.

By believing in young people and empowering them to be the best they can, Optimist volunteers continually make this world a better place to live.

Meeting the needs of young people in communities worldwide, Optimist Clubs have been “Bringing Out the Best in Kids” since 1919. Optimist Clubs conduct positive service projects aimed at providing a helping hand to youth. Club members are best known in their communities for their upbeat attitudes. By believing in young people and empowering them to be the best they can, Optimist volunteers continually make this world a better place in which to live. Optimist International is a worldwide organization made up of 75,000 individual members who belong to 2,600 local Clubs. Optimists conduct 65,000 service projects each year, serving six million young people. Optimists also spend \$78 million on their communities annually.

### **Optimist International Mission Statement**

Optimist International's mission is to foster an optimistic way of life, through a network of optimists, dedicated to the full development of their potential in order to provide ever-expanding service to youth, the community and the world.

## **The Optimist Club of St. Clair Beach**

### **“Friend of Youth”**

The Club’s Board of Directors receives many requests for support from various groups within the surrounding community, each year. The Optimist Club of St. Clair Beach prides itself on being a “Friend of Youth” and over the years has sponsored many sporting activities for local children, including but not limited to, soccer, baseball, football, lacrosse, and golf. The positive impact of these initiatives is evident by their continued popularity and success.

The Club has participated in numerous youth programs, examples of such are sponsorships of free swimming and public skating, Christmas toy program, equipment for the summer fire camp, free corn on the cob tickets, and providing funds for underprivileged children so they can participate in team or individual sporting events.

### **Community Support**

Apart from support to youth programs, the Club is also actively involved in numerous community service projects. The purchase of the community barbecue, financial commitments towards construction of picnic shelters, the skate park, community washrooms, and OPP Distracted Driver Program, are just a sample of larger projects the Optimist Club has assisted with in recent years. In addition to the above named projects, the Club is also responsible for many pathways, benches and litter containers located throughout the community. Club members also assisted with the building of the Community Centre Facility with many volunteer hours.

Other local community causes that receive the Club’s support include, but are not limited to, the Goodfellows, the Terry Fox Run, Taste of Tecumseh, Christmas in Tecumseh, McAuliffe Family Fair, and Victoria Day Fireworks.

A visible symbol of the positive and far-reaching effects of the Optimist Club’s presence in the community is the antique 1951 International Fire Truck, donated to the Club by the Village of St. Clair Beach. It has become synonymous with the Optimist Club of St. Clair Beach as it appears at many Club and community functions as well as in several regional parades each year.

Over the years, the Club has continued to provide a forum for social interaction and has been successful in strengthening the overall cohesiveness within the community. This objective of continually improving the relationship between community members is indeed an admirable task. The Optimist Club of St. Clair Beach has certainly benefited the Community of Greater Tecumseh and will continue to do so for many years to come. The Optimist Club of St. Clair Beach has been recognized, along with all other organizations involved in community service, who continually support all of the good work, which goes on within the Town of Tecumseh.

In addition to the partnerships with the Town of Tecumseh, the Optimist Club also supports many other local organizations such as the OPP, local school boards, and Fire department.

### **Optimist Club Positive Impact**

Through their numerous Community and Youth sponsorships the Optimist Club of St Clair Beach has enhanced and will continue to enhance the quality of life for our youth and residents.

On an annual basis it is estimated that the Club donates over \$70,000 towards sponsorships, programs, and events, all aimed at providing a positive impact on the Community.

Focusing on activities and events for youth 18 years of age and younger, the Optimist Club encourages and gives their time to youth in the community. Statistics show that each club member has the potential to positively impact 30 youth.

Hosting community events such as the Taste of Tecumseh not only provides a weekend of entertainment and socializing for adults but also provides necessary financial resources to reinvest in youth sponsorships and programs.

The Optimist Club members continually strive to provide something for someone else, and it is very rewarding when they see a child that they have sponsored participate in an event or program that they may otherwise not been able to participate in, due to financial restraints.

From fun events, sponsorships, program enhancement, to leadership development and continued support for youth activities the Optimist Club of St Clair Beach certainly have a positive Impact on the Town of Tecumseh and its residents.

## **CONSULTATIONS**

Optimist Club of St Clair Beach

## **FINANCIAL IMPLICATIONS**

There are no financial Implications as a result of this report.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): N/A

PA



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 17/17

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

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

**DATE OF REPORT:** June 15, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Optimist Club's Family Fun Fair 2017

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### **RECOMMENDATIONS**

It is recommended that:

1. THAT relief be granted from Noise By-law 2002-07, as amended, in order to permit the Optimist Club of St. Clair Beach to operate loud speakers or sound amplifying equipment during the following time period: Saturday, September 23, 2017 from 12:00 p.m. to 5:00 p.m. for background and event announcements at McAuliffe Park; and
2. THAT the Optimist Club of St. Clair Beach be granted an exemption from the Town's Sign By-law starting September 1, 2017 to permit them to advertise the Family Fun Fair 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 sight lines.

### **BACKGROUND**

The Optimist Club of St. Clair Beach [Optimist Club] was formed in 1978 and since that time they have given generously to the promotion of healthy activities and in the provision of services essential to a well-balanced community. The Optimist Club is actively involved in numerous community events including the annual Victoria Day Weekend Fireworks, Fishing Derby, Taste of Tecumseh Festival, Tecumseh Corn Festival, Tecumseh Terry Fox Run and Christmas in Tecumseh. The Optimist Club is continually exploring opportunities to give back to the community such as a financial contribution to the Tecumseh Parks & Recreation Department's Financial Assistance program that supports low-income families by covering the cost of registration fees for recreational programs.

In 2016, the Optimist Club coordinated the 1<sup>st</sup> annual Family Fun Fair [Fair] that provided an afternoon of free family activities at McAuliffe Park. The event was enjoyed by many residents and visitors and was considered a success. The event was held without incident.

### **COMMENTS**

The Optimist Club has indicated an interest in hosting the 2<sup>nd</sup> annual Family Fun Fair for the community on Saturday, September 23, 2017 at McAuliffe Park. The event will once again be free for the

community and will include a variety of activities including a Sports Challenge, inflatable bouncy castles, face-painting, interactive games/activities, side-walk chalk, craft table, and more.

**NOISE BY-LAW:** According to By-law No. 2002-07, a by-law respecting the emission of sounds:

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

	<i>Prohibitions Periods of Time</i>		
	<i>Residential Area</i>	<i>Agricultural Area</i>	<i>Commercial Area</i>
<i>4. The sound from or created by any radio, phonography, tape player, television, public address system, sound equipment, loud speaker, or any musical or sound producing instrument of whatever kind when the same is played or operated in such a manner or with such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital, or any other type of residence.</i>	<i>At all times</i>	<i>At all times</i>	<i>At all times</i>
<i>5. The operation of any auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.</i>	<i>At all times</i>	<i>10:00 p.m. to 8:00 a.m.</i>	<i>10:00 p.m. to 8:00 a.m.</i>

The Fair requires the use of a sound amplifying system for background music and for event announcements. The Optimist Club has indicated that they will be mindful of the surrounding neighbours and will make every effort to maintain the sound at an acceptable level. The Optimist Club is requesting a waiver of the Noise Bylaw in order that they may utilize sound amplifying equipment throughout the Fair event.

Administration recommends that Noise By-law No. 2002-07 be waived in order that the Optimist Club may proceed with the use of loud speakers or sound amplifying equipment throughout the Fair event.

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

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

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

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

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

Marketing and advertising is an important component for the success of any event. For the purposes of promoting the Fair, the Optimist Club is requesting permission to erect temporary signage throughout the community.

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

Administration recommends that the Optimist Club be granted an exemption from the Town's Sign By-law starting September 1, 2017 to allow the Optimist Club to advertise the Fair 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 sight lines.

## **CONSULTATIONS**

### **OUTDOOR SPECIAL EVENTS POLICY:**

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

Administration has reviewed Policy No. 85 as it relates to the request made by the Optimist Club to host the Fair and has determined that the event is in accordance with the Policy. Therefore, Administration has prepared the Facility Use Agreement accordingly.

## **FINANCIAL IMPLICATIONS**

The Parks and Recreation Department has prepared a Facility Use Agreement for use of McAuliffe Park and site servicing requirements in accordance with the Fees and Charges Bylaw. In accordance with the Facility Rental Agreement's Terms & Conditions, the Optimist Club is required to provide payment in full two weeks prior to the event date.



## **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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Kerri Rice  
Manager, Recreation Programs & Events

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

KR



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 18/17

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

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

**DATE OF REPORT:** June 19, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Tecumseh BIA's Fall Into Health Day Event

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### **RECOMMENDATIONS**

It is recommended that:

1. THAT relief be granted from Noise By-law 2002-07, as amended, in order to permit the Tecumseh Business Improvement Area to operate loud speakers or sound amplifying equipment during the following time period: Sunday, September 24, 2017 from 11:00 a.m. to 5:00 p.m. for background music and event announcements in Lakewood Park; and
2. THAT the Tecumseh Business Improvement Area be granted an exemption from the Town's Sign By-law starting August 28, 2017 to permit them to advertise the Fall Into Health Day 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 sight lines.

### **BACKGROUND**

The Tecumseh Business Improvement Area [BIA] is an association of business and property owners who work in partnership with the Town of Tecumseh to foster Tecumseh's retail and service sectors as a successful and increasingly competitive business area. The BIA is a significant contributor to health and welfare of the local economy, civic improvements, and quality of life through various initiatives, community events and strategic promotions such as The Gallery without Walls Banner Program that celebrates the wealth of creative talent in the area.

Since 2015, the BIA has hosted the Fall Into Health Day at Lakewood Park. The free event provides visitors with the opportunity to connect with top health and wellness vendors, exhibits, expert speakers on various health, wellness and lifestyle topics. The event includes live demonstrations, food vendors, physical activities and demonstrations such as Yoga, Nordic Pole Walking, Disc Golf, Tai Chi, Taekwondo, High Impact Exercise, and Stand Up Paddle Boarding.

## **COMMENTS**

The BIA plans to host the 3<sup>rd</sup> annual Fall Into Health Day [Health Day] at Lakewood Park on Sunday, September 24, 2017 from 11:00 a.m. to 5:00 p.m. at Lakewood Park. Activities will be scheduled on both the north and south side of Lakewood Park and will once again be free to the community.

The objective of the Health Day is to:

- Increase health awareness by providing activities, materials, demonstrations and information
- Increase awareness of local, provincial, and national health services and resources
- Motivate participants to make positive health behaviour changes
- Teach self-care practices
- Showcase health and wellness services and products available in the Town of Tecumseh and encourage residents from Windsor/Essex to come to Tecumseh for all their health and wellness needs

**NOISE BY-LAW:** According to By-law No. 2002-07, a by-law respecting the emission of sounds:

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

	<i>Prohibitions Periods of Time</i>		
	<i>Residential Area</i>	<i>Agricultural Area</i>	<i>Commercial Area</i>
<i>4. The sound from or created by any radio, phonography, tape player, television, public address system, sound equipment, loud speaker, or any musical or sound producing instrument of whatever kind when the same is played or operated in such a manner or with such volume as to disturb the peace, quiet, comfort or repose of any individual in any office, dwelling house, apartment, hotel, hospital, or any other type of residence.</i>	<i>At all times</i>	<i>At all times</i>	<i>At all times</i>
<i>5. The operation of any auditory signalling device, including but not limited to the ringing of bells or gongs and the blowing of horns or sirens or whistles, or the production, reproduction or amplification of any similar sounds by electronic means except where required or authorized by law or in accordance with good safety practices.</i>	<i>At all times</i>	<i>10:00 p.m. to 8:00 a.m.</i>	<i>10:00 p.m. to 8:00 a.m.</i>

The Health Day event requires the use of a sound amplifying system for background music and for event announcements. The BIA has indicated that they will be mindful of the surrounding neighbours and will make every effort to maintain the sound at an acceptable level. The BIA is requesting a waiver of the Noise Bylaw in order that they may utilize sound amplifying equipment throughout the Health Day event.

Administration recommends that Noise By-law No. 2002-07 be waived in order that the BIA may proceed with the use of loud speakers or sound amplifying equipment throughout the Health Day event.

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

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

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

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

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

Marketing and advertising is an important component for the success of any event. For the purposes of promoting the Health Day event, the BIA is requesting permission to erect temporary signage throughout the community.

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

Administration recommends that the BIA be granted an exemption from the Town's Sign By-law starting August 28, 2017 to allow them to advertise the Health Day 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 sight lines.

## **CONSULTATIONS**

### **OUTDOOR SPECIAL EVENTS POLICY:**

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

Administration has reviewed Policy No. 85 as it relates to the request made by the BIA to host the Health Day event and has determined that the event is in accordance with the Policy. Therefore, Administration is prepared to execute the Facility Use Agreement accordingly.

## **FINANCIAL IMPLICATIONS**

The Parks and Recreation Department has prepared a Facility Use Agreement for use of Lakewood Park and site servicing requirements in accordance with the Fees and Charges Bylaw.

## **LINK TO STRATEGIC PRIORITIES**

<b>No.</b>	<b>2017-18 Strategic Priorities</b>	<b>Applicable</b>
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	✓
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	✓

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

---

Kerri Rice  
Manager Recreation Programs & Events

Reviewed by:

---

Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

KR



## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 23/17

**TO:** Mayor and Members of Council

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

**DATE:** July 19, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Encroachment Agreement to Facilitate an Outdoor Patio  
Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
1125 Lesperance Road  
OUR FILE: 1125 Lesperance Property File

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### **RECOMMENDATION:**

It is recommended that:

1. A by-law authorizing the execution of the *Lesperance Plaza Inc. Encroachment Agreement*, as drafted by Mr. Edwin Hooker, Solicitor, which facilitates the establishment of an outdoor patio associated with the Carrots N' Dates Restaurant proposed for 1125 Lesperance Road, be adopted, subject to the Owner executing the Encroachment Agreement prior to the Town's execution of the Agreement.
2. The Mayor and Clerk be authorized to execute the encroachment agreement, as attached hereto and/or in such modified version as may be approved by the Town's solicitor prior to execution and such further documents as are called for by the encroachment agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the encroachment agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the encroachment agreement.

### **BACKGROUND:**

Mr. Christian LeFave ("the Owner") is currently renovating the commercial plaza located on the southwest side of the Lesperance Road/First Street intersection (1125 Lesperance Road) (see Attachment 1). The plaza contains 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. One of the commercial uses that will be occupying the building is a restaurant (Carrots N' Dates) operated by Mr. Troy Maleyko ("the tenant"). Interior renovations to the commercial unit to facilitate the restaurant are ongoing and an August 2017 opening is anticipated.

In early 2017, the Owner and tenant approached the Town with a request to create an outdoor patio area for the future restaurant. Due to the layout of the property, building and associated parking and access lane, the only reasonable location for the patio would be within the Lesperance Road right-of-way ("ROW"). In order to facilitate the installation of the patio, the proponents were advised that the property owner would be required to enter into an Encroachment Agreement with the Town



as the majority of the proposed outdoor patio would be located within the Lesperance Road right-of-way.

The subject property is located within the Tecumseh Road Main Street Community Improvement Plan (CIP) Study Area. Accordingly, on June of 2017, Town Council approved a grant application under the CIP Incentive Program for the aforementioned Carrots N' Dates restaurant in the amount of \$2,000. This amount was approved under the *Sidewalk Café Grant Program*, which provides financial assistance to property owners in order to facilitate construction of outdoor cafés/patios within the Tecumseh Road CIP area.

## **COMMENTS:**

### **Proposed Patio Site Plan**

A patio site plan has been prepared by the tenant depicting the proposed location of the patio and the associated tables, chairs, retractable awning, lighting, bike rack and landscaped planters (see Attachments 2 and 2A). This patio site plan was prepared in order to assist Administration's review of the proposal and to better conceptualize how the patio could be properly integrated within the Town's ROW.

The details of the proposed patio use, as depicted in Attachment 2, are as follows:

- it is proposed to be constructed along the eastern wall of the commercial establishment, commencing at the north-eastern corner of the building along Lesperance Road;
- it will extend approximately 34 feet southward along the building and extend approximately 15 feet from the building, towards Lesperance Road. 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 ROW. Of the approximate 30-foot wide sidewalk that exists along the west side of Lesperance Road, 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;
- it will be able to accommodate six tables with a total seating capacity of approximately 20 people;
- access to the patio will be from both the restaurant and directly from Lesperance Road;
- food and beverages will be served. The Owner will be seeking a licence from the LCBO for this area;
- a bike rack is also being proposed in order to better accommodate cyclists to the restaurant.

### **Official Plan and Zoning**

The subject property is designated General Commercial in the Tecumseh Official Plan. Under subsection 2.13, Commercial Objectives, promoting and strengthening the development of the

existing commercial core of the Town is encouraged. The Plan also establishes, under subsection 3.5 a) vii), that in order that the central business area may continue to attract trade from the market area it serves, a high quality of development and an attractive appearance should be created within the area. Administration believes that the proposed outdoor patio will add vibrancy to this area of the Lesperance Road.

The subject property is zoned General Commercial (C3) Zone in the Tecumseh Zoning By-law 1746. The C3 Zone permits a range of commercial uses including commercial recreation and entertainment establishments, restaurants and taverns.

### **Tecumseh Road Main Street Community Improvement Plan (CIP)**

As noted earlier in this report, the subject property is within the Tecumseh Road Main Street Community Improvement Plan (CIP) Study Area. The CIP document identifies the importance of the redevelopment of the commercial establishments and properties within this study area and to the rejuvenation of the entire CIP area. The CIP supports initiatives that:

- *“Provide an enhanced public realm with a diversity of new attractive open spaces and a new streetscape that is welcoming to pedestrians and expands mobility options such as cycling.”;* and
- *“Create a vibrant and animated mixed-use main street with a predominance of commercial uses”.*

Based on the foregoing policies of the CIP, the proposed patio would be a catalyst in the revitalization of CIP area by offering a new enhanced public gathering point that will assist in adding vibrancy to this area and strengthening the local commercial businesses.

Having regard to the specific site design noted previously along with this project being in keeping with the CIP, Administration supports the proposal and believes it to be a positive addition to this commercial district, subject to an Encroachment Agreement with the Town being executed.

### **Encroachment Agreement**

Wolf Hooker Law Firm (Town Solicitor) has drafted the attached encroachment agreement (see Attachment 3, with the patio site plan drawing attached thereto as Schedule B) which facilitates the aforementioned outdoor patio. The agreement establishes various requirements including, but not limited to, the following:

- i) the time period for which the agreement will apply (5 years) and that it is for the purpose of a patio area only;
- ii) the Owner will be required to obtain a \$5 million liability insurance policy and all necessary approvals from the Windsor-Essex County Health Unit and, if licensed, from the LCBO;
- iii) the Owner will be required to pay for all costs associated with the preparation and registration of the agreement; and

Planning and Building Services Report 23/17  
 Encroachment Agreement to Facilitate an Outdoor Patio  
 Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
 1125 Lesperance Road  
 OUR FILE: 1125 Lesperance Property File  
 July 25, 2017

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- iv) the agreement will establish that in the event that the Town requires access to the Town ROW for any maintenance or repair to municipal infrastructure, the Owner would be responsible for the removal and reconstruction of the patio area at no cost to the Town.

### **Conclusion**

Town Administration has reviewed the proposal and believes it is of an appropriate design and can be properly integrated with the abutting area. The proposed patio is in keeping with the policies of the Tecumseh Road Main Street CIP and would contribute to the revitalization of this portion of Lesperance Road. Accordingly, Town Administration recommends that Council authorize the execution of the Encroachment Agreement, as prepared by the Town Solicitor, including Schedule "B – Patio Site Plan" attached thereto.

### **CONSULTATIONS:**

This development application has been reviewed by:

Director Public Works and Environmental Services  
 Manager Engineering Services

### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

### **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	✓
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

Planning and Building Services Report 23/17  
Encroachment Agreement to Facilitate an Outdoor Patio  
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OUR FILE: 1125 Lesperance Property File  
July 25, 2017

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## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report 23/17  
Encroachment Agreement to Facilitate an Outdoor Patio  
Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
1125 Lesperance Road  
OUR FILE: 1125 Lesperance Property File  
July 25, 2017

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

Prepared by:

Prepared by:

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

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Chad Jeffery, MA, MCIP, RPP  
Manager, Planning

Reviewed by:

Reviewed by:

---

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

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

CJH/ed

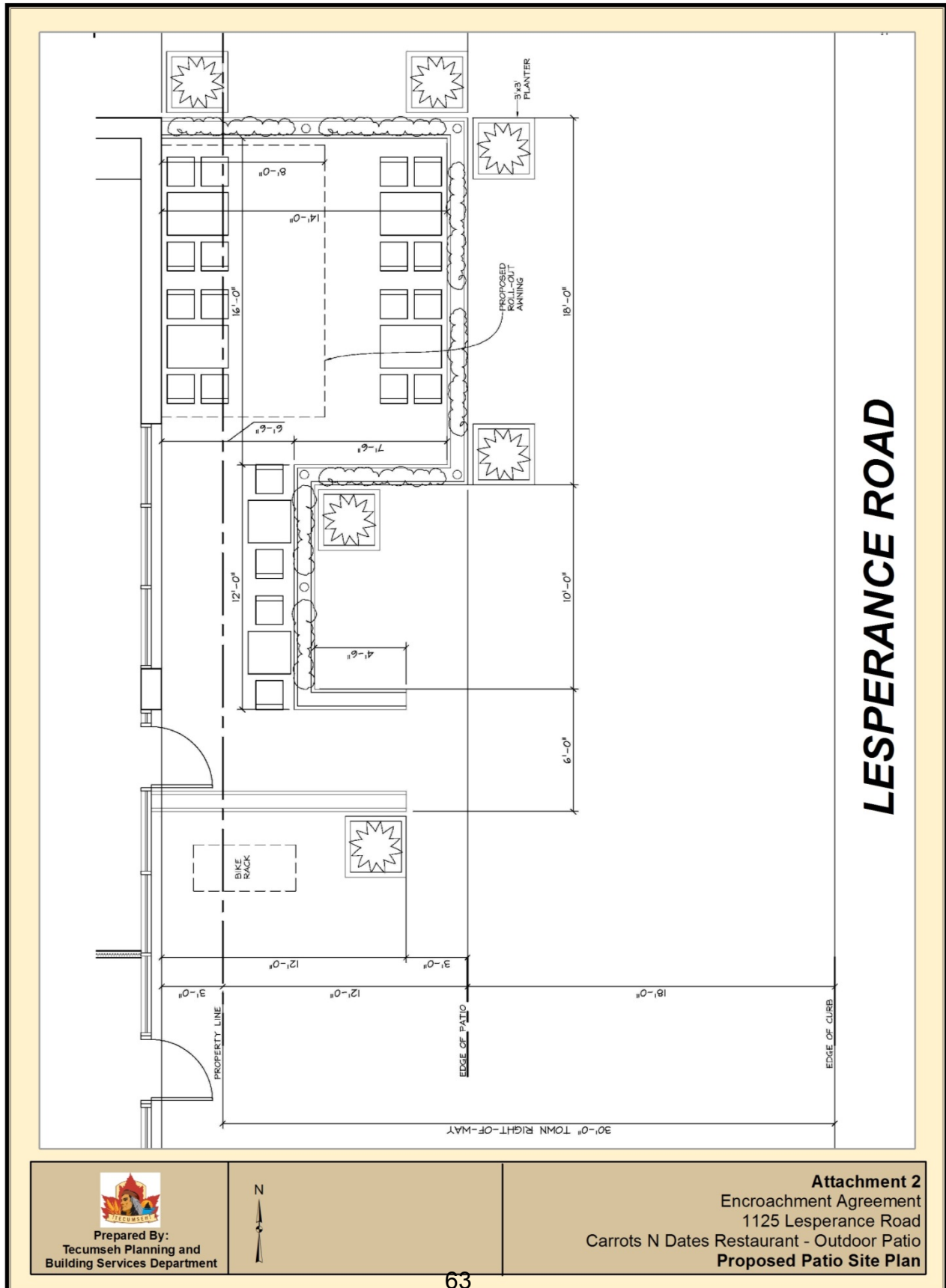
Attachments: 1. Property Location  
2. Proposed Patio Site Plan  
2A. Proposed Patio Architectural Rendering  
3. Proposed Encroachment Agreement

File Name (R:\Tecumseh Road Main Street CIP\D18 CIPFIP\Carrots N' Dates, 1125 Lesperance Road\Planning Report 23-17, Carrots N Dates Outdoor Patio Encroachment Agreement.docx

Planning and Building Services Report 23/17  
 Encroachment Agreement to Facilitate an Outdoor Patio  
 Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
 1125 Lesperance Road  
 OUR FILE: 1125 Lesperance Property File  
 July 25, 2017



Planning and Building Services Report 23/17  
 Encroachment Agreement to Facilitate an Outdoor Patio  
 Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
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 July 25, 2017





Planning and Building Services Report 23/17  
 Encroachment Agreement to Facilitate an Outdoor Patio  
 Lesperance Plaza Inc. (Carrots N' Dates Restaurant)  
 1125 Lesperance Road  
 OUR FILE: 1125 Lesperance Property File  
 July 25, 2017



Prepared By:  
 Tecumseh Planning and  
 Building Services Department



**Attachment 3**  
Encroachment Agreement- 1125 Lesperance Road  
Carrots N Dates Restaurant - Outdoor Patio  
**Proposed Encroachment Agreement**

THIS AGREEMENT made in triplicate, this \_\_\_\_\_ day of July, 2017,

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH,

Hereinafter called the TOWN of the FIRST PART

- and -

LESPERANCE PLAZA INC.

Hereinafter called the LICENSEE of the SECOND PART

WHEREAS:

1. the Licensee is the registered owner of certain lands and premises in the Town of Tecumseh, in the County of Essex and Province of Ontario, more particularly described in Schedule "A" annexed hereto and forming part of this agreement (the Licensee Lands"); and
2. the Licensee has applied to the Town for permission to occupy a portion of the Town's municipal right-of-way for the purposes of a seasonal outdoor patio. The Licensee shall install a fence around the perimeter of the patio and place a retractable awning (to be retracted when patio not in use), lighting, tables, chairs and associated furniture within said portion of land by way of an encroachment of the public highway known as Lesperance Road, which encroachment is more particularly described in Schedule "B" Patio Site Plan annexed hereto and forming part of this agreement (the "Encroachment").

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and other good and valuable consideration, the parties hereto hereby agree as follows.

1. The Town permits the Licensee to occupy and use the said public highway for the purpose of the Encroachment for the earlier of the: i) maximum term not exceeding five years from the date of this agreement indicated above (which term shall be automatically renewed unless either party terminates the agreement on 30 days notice given prior to the end of the then current term; or ii) the lifetime of the encroaching structure. No construction shall occur until: a) evidence of insurance required under Section 12 is provided; and b) all necessary approvals are obtained from the Windsor-Essex County Health Unit and the Liquor Control

Board of Ontario (the latter if servicing alcohol is intended). In the event of any disagreement as to the estimated or actual lifetime of the encroaching structure, the opinion of the Town's Chief Building Official shall prevail and be final and binding on the parties. Notwithstanding the foregoing, the term hereof shall automatically terminate and be at an end in the event that: a) the portion of the public highway subject to the Encroachment, shall be closed or stopped up by the Town so as to no longer constitute a public highway; and b) there is default under this Agreement; and/or c) any event occurs triggering an earlier termination of the Encroachment under this Agreement.

2. The Licensee covenants and agrees to maintain the said encroachment in good repair at all times and to the satisfaction of the Town's Chief Building Official.

3. The Licensee further covenants and agrees to obtain the necessary permits from all pertinent departments of the Town prior to any work on the Encroachment, and to comply with all federal, provincial and municipal legislation pertaining to the construction, maintenance, repair and existence of the Encroachment.

4. It is expressly agreed that upon destruction, removal or replacement of sixty percent (60%) or greater of the encroaching structure/fence (not including concrete paved surfaces) (as determined by the Chief Building Official acting reasonably), or where the Licensee has failed to remedy a breach of any provision upon this agreement (within 30 days of demand or such sooner time if in the Town's opinion such breach may adversely affect the public interest), the permission hereby granted shall, be terminated and at an end and the Town may require the Licensee to forthwith remove the Encroachment and restore the lands encroached upon to the satisfaction of the Chief Building Official of the Town. Upon failure so to do so the Town may itself do all things necessary for the removal of the Encroachment and for such purpose may enter upon the Licensee Lands and the expense of such removal, restoration and entry shall be paid by the Licensee forthwith upon demand and payment of such expenses may, in the discretion of the Town, be enforced in the same manner as property taxes payable in respect of the Licensee Lands.

5. The Licensee agrees to install, at the expense of the Licensee, any and all landscaped features identified in Schedule "B".

6. The Licensee further covenants and agrees to pay to the Town, any additional property taxes or other rates and charges, if any, levied or imposed on or in respect

of the said portion of the public highway encroached upon or over by the Encroachment, by reason of the Municipal Property Assessment Corporation assessing the patio improvement.

7. To the extent that the patio improvements and fencing are not temporarily removed or reconfigured where required during such installation or relocation, the Licensee further covenants and agrees to assume the responsibility and to pay for any additional costs or charges which the Town, Essex Power Corporation, Essex Powerlines Corporation, Union Gas Limited, Cogeco Cable or Bell Canada, and their respective successors and assigns, may reasonably incur in the future installation or relocation of their services or utility plants by reason of the Encroachment and the payment of such costs may be enforced in the same manner as property taxes payable in respect of the Licensee Lands.

8. It is further understood and agreed by and between the parties that if due to any emergency so declared by the Town's Chief Building Official, vacant possession of the lands encroached upon is required by the Town (whether in its own behalf or at the request of the utility providers mentioned in this agreement) for the purpose of installing, repairing or maintaining watermains or pipes, wires, conduits, sewers or other services or utilities, the Town may give notice to the Licensee forthwith at any time to forthwith deliver vacant possession of the Encroachment to the Town and to therefrom remove all chattels, equipment, fixtures, not including the Town concrete surfaces, buildings and structures, as the case may be, installed or located therein or thereupon by the Licensee, and upon such notice having been given, the Licensee shall forthwith deliver clear and vacant possession of the Encroachment to the Town, provided that if the Licensee fails so to do, the Licensee shall pay to the Town or any such service provider any costs or additional costs, expenses or damages incurred by the Town or any such service provider by reason of the Licensee's failure. A notice given under this section shall not constitute a termination of this agreement but shall be a suspension thereof which shall be in force and effect during the time the work aforesaid is being carried out, and following the completion of such work this agreement shall again come into and be in full force and effect subject to all the terms, covenants, conditions and provisos hereof.

9. It is further understood and agreed by and between the parties that if the portion of the public highway encroached upon is: a) required by the Town for its purposes or b) the Town determines, in its sole discretion, that the Encroachment is causing unacceptable adverse impacts to the proper function of the road or neighboring lands, the Licensee shall remove the said Encroachment, not including the Town concrete surfaces, and restore the said

public highway to the condition of the surrounding area at its own expense within sixty (60) days written notice from the Town so to do; provided that if the Licensee fails to remove the Encroachment and restore as aforesaid, the Town may enter upon the Licensee Lands and remove the Encroachment and restore the lands encroached upon, and the expense of such removal and restoration shall be paid by the Licensee forthwith on demand, or at the option of the Town the payment of such expense may be enforced in the same manner as property taxes payable in respect of the Licensee Lands.

10. It is further understood and agreed by and between the parties hereto that if the Town at any time exercises its power or right to terminate this agreement or demand the removal of the Encroachment or suspend or revoke the permission granted herein, the Town shall not be liable to pay any compensation for any loss, costs or damages which may be incurred by the Licensee or any person claiming under the Licensee by reason of such termination, demand or revocation.

11. The Licensee further covenants and agrees to defend, indemnify and save harmless the Town of, from and against all loss, costs or damages which it may suffer or be put to and from and against all claims or actions which may be made or brought against the Town by reason of the Encroachment, its construction, existence, repair or maintenance or resulting therefrom in any way whatsoever, unless such loss, costs, damages, claims or actions arise due to the negligence of the Town, or the Town's officers, agents or employees.

12. The Licensee further covenants and agrees to provide and maintain public liability and property damage insurance in a form (containing endorsements naming the Town as an additional named insured and providing a cross-liability/separation of insured's clause) in the amount of at least FIVE MILLION DOLLARS (\$5,000,000.00) and satisfactory in form and content (including policy limit) to the Clerk of the Town, and a true copy of the said insurance policy shall be filed with the Clerk of the Town. Licensee acknowledges and agrees that the Town shall be entitled to require that such policy limit amount be increased from time to time during the term hereof to take into account inflationary pressures and relevant judicial awards.

13. It is further understood and agreed by and between the parties hereto that by the execution of these presents, the Licensee does hereby expressly and completely release the Town from any and all liabilities, suits, claims and demands (whether for property damage or for personal injury or death and whether founded in tort, contract or quasi-contract) which

at any time might be exerted by the Licensee arising out of the existence of the Encroachment or out of any act or omission of the Town, unless the liability, suit, claim or demand arises due to the negligence of the Town or the Town's officers, agents or employees.

14. It is further understood and agreed by and between the parties hereto that if the Licensee agrees to sell the Licensee Lands, the Licensee shall give notice to the Town of such sale at least ten (10) days prior to the completion thereof.

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 Town to the Licensee or by the Licensee 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 Licensee to the Licensee at 1133 Lesperance Road Tecumseh, Ontario N8N 1X3 and in the case of the Town, to the Clerk, Town Hall, 917 Lesperance Road, Tecumseh, Ontario, N8N 1W9, or to such other address as either party may from time to time designate by written notice to the other.

16. It is further understood and agreed by and between the parties hereto that notwithstanding anything hereinbefore or hereinafter contained and further notwithstanding the execution of this agreement, this agreement shall not go into force or have any effect unless and until this agreement has been registered by and at the expense of the Licensee at the Land Registry Office for Essex (No. 12) and a registered copy thereof delivered to the Clerk of the Town.

17. All professional fees and other expenses, costs and charges incurred by the Town in connection with the preparation and registration of this agreement shall be payable by the Licensee to the Town upon demand, and this agreement shall not have force or effect unless and until such fees, expenses, costs and other charges have been paid in full, which total amount between fees and registration shall not exceed \$1,200 plus HST.

18. It is further understood and agreed between the parties hereto that this agreement shall be binding upon and enure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns, it being acknowledged that in the event of the Licensee selling, conveying, transferring or entering into an agreement for sale or of transfer of any title to or interest in part or all of the Licensee Lands to a purchaser or transferee not approved of in writing by the Town (which approval may not be unreasonably withheld by the Town, but may be made subject to conditions including a condition that such

purchaser or transferee enter into a fresh encroachment agreement with the Town in the Town's then standard or usual form), the Town may forthwith terminate this agreement or demand the immediate removal of the Encroachment or forthwith revoke the permission granted for the Encroachment, and may enter upon the Licensee Lands in whole or in part and remove the Encroachment and restore the lands encroached upon and the expense of such removal and restoration shall be paid by the Licensee or by such unapproved purchaser or transferee forthwith on demand or, at the Town's option, the payment of such expense may be enforced in the same manner as property taxes payable in respect of the Licensee Lands; and the Town shall not be liable to pay any compensation for any loss, costs or damages which may be incurred by the Licensee or by such unapproved purchaser or transferee by reason of such termination, demand, revocation, entry, removal, or restoration.

PROVIDED HOWEVER, that notwithstanding the foregoing, the permission to encroach and this agreement shall be assignable to and assumable by a bona fide mortgagee or chargee of the Licensee Lands.

THE PARTIES HERETO have executed and delivered this agreement as of the day and year first hereinbefore written.

THE CORPORATION OF THE TOWN OF TECUMSEH

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Gary McNamara, MAYOR

---

Laura Moy, CLERK

"We have authority to bind the Corporation"

LESPERANCE PLAZA INC.

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Christian LeFave, President  
 "I have authority to bind the Corporation"

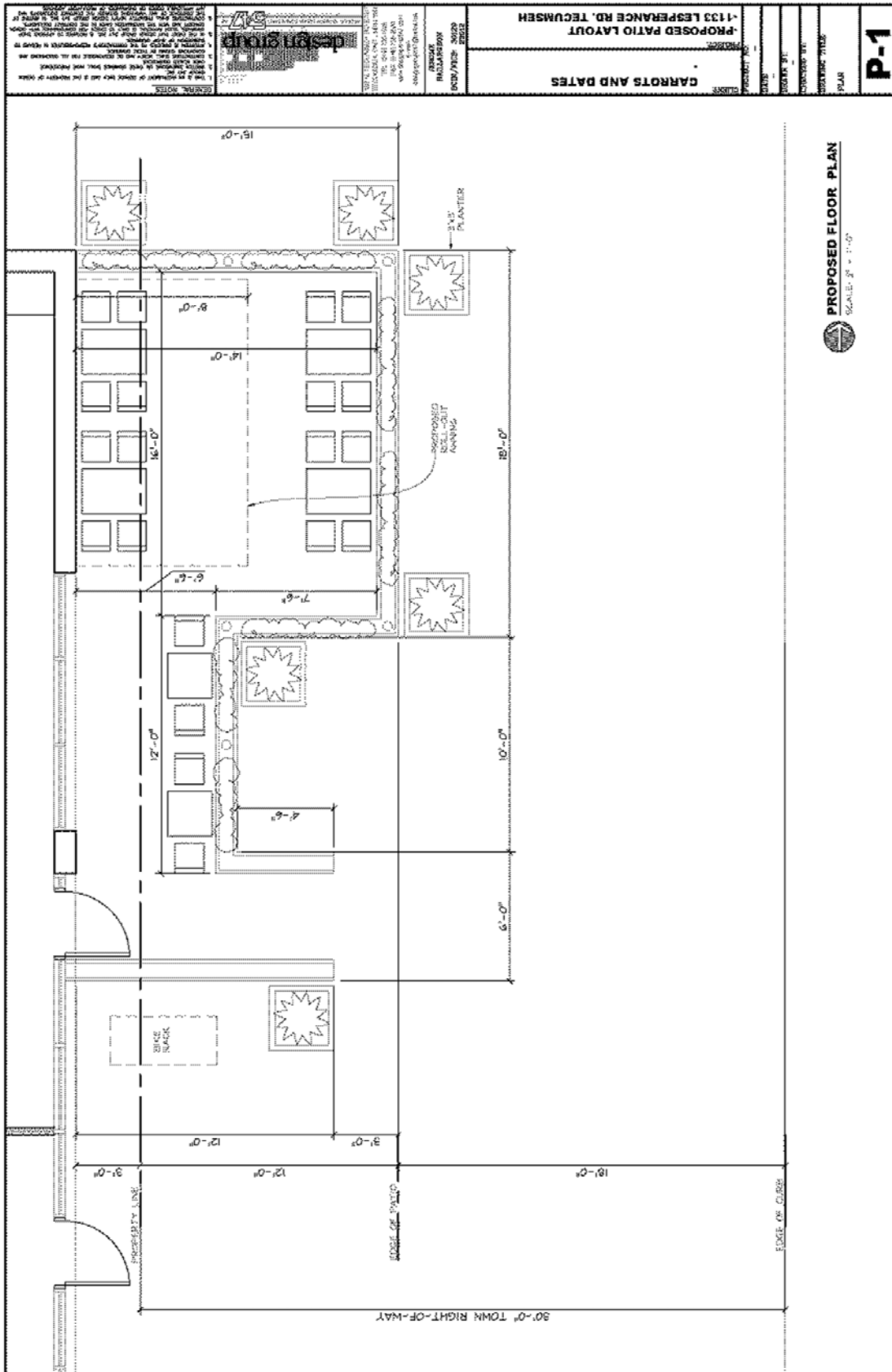
SCHEDULE "A"  
Legal Description

PIN: 01597-0322

Part Lot 13 Plan 468 Sandwich East as in R663494; Tecumseh

1125-1141 Lesperance Road, Tecumseh, ON

**SCHEDULE "B"**  
Encroachment  
(Patio Site Plan)







## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 36/17

**TO:** Mayor and Members of Council

**FROM:** Sam Paglia, Drainage Superintendent

**DATE OF REPORT:** June 26, 2017

**DATE TO COUNCIL:** July 25, 2017

**SUBJECT:** Request for Repair and Improvements to a Municipal Drain  
Appointment of Drainage Engineer -- Shuttleworth Drain

---

### **RECOMMENDATIONS**

It is recommended that:

1. Rood Engineering Inc. be appointed Drainage Engineer to:
  - (i) make an examination of the drainage area for the installation of an access bridge, located at 5074 North Talbot Road, Con 8 Pt Lot 11 RP 12R4966 Part 2 of Roll No. 540000007010000, and
  - (ii) to prepare a Drainage Report for the Shuttleworth Drain (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 "Notice of Request for Drain Improvement" (Request) dated June 13, 2017 in accordance with Section 78 of the *Drainage Act*, R.S.O. 1990, c.D.17 (Act) to allow for the extension of an existing access bridge over the Drain at 5074 North Talbot Road, Con 8 Pt Lot 11 RP 12R4966 Part 2 of Roll No. 540000007010000 to access the adjacent agricultural parcel. The property owners, Gary and Linda Deneau, have applied for and received a building permit to construct a new residence on said property and require an improved culvert crossing.

The Drainage Superintendent conducted an on-site examination of the drain and existing culvert crossing on June 7, 2017. During said on-site examination, it was noted that the existing access bridge is a 450-mm CSP that was installed outside the provisions of the Act. The existing culvert appears to be in poor condition and a temporary culvert will be required to allow safe crossing of the Drain during the house construction. It was further noted at the on-site investigation that there was extreme sediment build-up on the downstream portion of the Drain east of 5074 North Talbot Road. The Town may request the entire drain be examined to alleviate drainage problems to the adjacent properties.

The location map of the Drain is appended as Attachment No. 1 to this report.

The Town has forwarded the Request to the Essex Region Conservation Authority (ERCA) and a permit from ERCA for the temporary culvert installation has been applied for and should be forthcoming until the permanent culvert can be designed and installed through Section 78 of the Act.

## **COMMENTS**

### **Legislation**

Section 78 of the 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).

## **Required approvals**

On June 19, 2017, the Town sent notification to the ERCA that it submitted a request 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 July 19, 2017.

The proposed drainage works will need to be self-assessed by the Town 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. If a Biologist is necessary, the cost of same becomes the responsibility of the proponent.

The 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 (ESA). All inquiries regarding the provincial ESA 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, McLean-Hergot Drain and O'Neil Drain, to name a few, have been thorough, professional and completed in a timely manner. Staff at Rood Engineering are 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 recommended that:

1. Rood Engineering Inc. be appointed Drainage Engineer to:
  - (i) make an examination of the drainage area for a bridge installation located at Con 8 Pt Lot 11 RP 12R4966 Part 2 of Roll No. 540000007010000.
  - (ii) to prepare a Drainage Report for the Drain in accordance with Section 78 of the Act, including provisions for future maintenance of the Drain

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Director Corporate 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 roads.

## **LINK TO STRATEGIC PRIORITIES**

No.	2017-18 Strategic Priorities	Applicable
1.	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.	
2.	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.	✓
3.	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.	
4.	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.	✓
5.	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.	

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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Cheryl Curran, BES  
Clerk I – Administrative Clerk

Reviewed by:

---

Sam Paglia, P.Eng.  
Drainage Superintendent

Reviewed by:

---

Phil Bartnik, P.Eng.  
Manager Engineering Services

Reviewed by:

---

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

Reviewed by:

---

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

Reviewed by:

---

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

Recommended by:

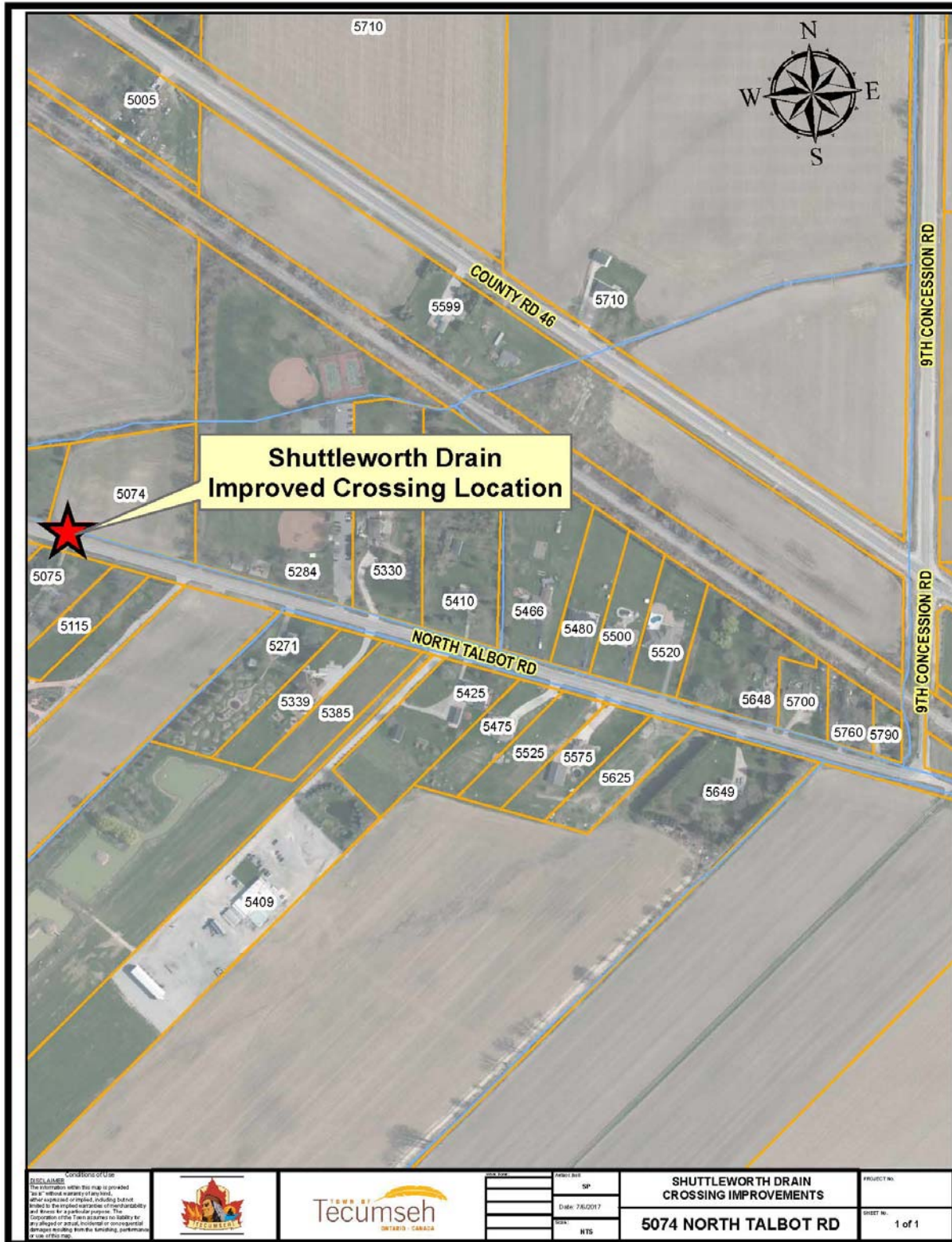
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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. Location Map – Shuttleworth Drain

**ATTACHMENT 1**  
 LOCATION MAP  
 SHUTTLEWORTH DRAIN



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-40

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

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

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

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

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

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

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

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

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

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

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

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

1. **THAT** the Reconsidered Drainage Report providing for the repair and improvement of the East McPherson Drain, dated April 11, 2017, as prepared by the consulting engineering firm Baird AE and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
  - (a) Grants received under Section 85 of the said Act;
  - (b) Commuted payments made in respect of land and roads assessed.

4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **THAT** the specifications and General Specifications as established are adopted as set out in the Final - Reconsidered Drainage Report which forms part of this by-law.
6. **THAT** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.
7. **THAT** this by-law shall come into force upon and after the final passing thereof.

**READ** a first and second time this 23<sup>th</sup> day of May, 2017.

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

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

**READ** a third and final time, and finally passed this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

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



**THE CORPORATION OF THE TOWN OF TECUMSEH**

**BY-LAW NUMBER 2017-54**

Being a by-law to appoint members to the  
Cultural and Arts Advisory Committee  
for the term of Council 2015-2018

**WHEREAS** the Council for The Corporation of the Town of Tecumseh is desirous  
of establishing a Cultural and Arts Advisory Committee for the Town of Tecumseh;

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF  
TECUMSEH ENACTS AS FOLLOWS:**

1. **THAT** the following members are hereby appointed to the Cultural and Arts  
Advisory Committee:  
  
Councillor, Rita Ossington  
Councillor, Brian Houston  
Jerome Baillargeon  
Rhonda Dupuis  
Ian Froese  
Dwayne Ellis  
Marian Drouillard  
Phil Kane
2. **THAT** the term of the non-elected members shall expire on the 1<sup>st</sup> day of  
December, 2018, or until such time as new appointments are made by  
Council;
3. **THAT** Members are responsible for notifying the Director Corporate Services  
& Clerk, or designate, if they are unable to attend a scheduled meeting.
  - a) If a member is absent for three (3) consecutive meetings with  
unexplained absences or notice to the Director Corporate Services &  
Clerk, or designate, the member will be deemed to have resigned from  
the Committee or Board.
  - b) If a member is absent for three (3) consecutive meetings, the Committee  
or Board, may request that member's removal from the Committee or  
Board by Council.
4. **THAT** any by-law inconsistent with this by-law is hereby repealed.
5. **THAT** this by-law shall come into force and take effect upon third and final  
reading.

**READ** a first, second and third time and finally passed this 25<sup>th</sup> day of July, 2017.

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

“SEAL”

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

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-55

A BY-LAW OF THE CORPORATION OF THE TOWN OF TECUMSEH TO  
AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE  
PRINCIPAL AMOUNT OF \$196,800.00 TOWARDS THE COST OF THE NORTH  
TALBOT ROAD SANITARY SEWER OUTLET

**AND WHEREAS** subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “Act”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

**AND WHEREAS** subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

**AND WHEREAS** the Council of The Corporation of The Town of Tecumseh (the “Municipality”) has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule “A” (individually a “Capital Work” and collectively the “Capital Works”, as the case may be), and authorizing the entering into of a Financing Agreement dated effective as of May 01, 2012 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation (“OILC”) in respect of the Capital Works (the “Financing Agreement”) and the Municipality desires to issue debentures for the Capital Works in the amount or respective amounts, as applicable, specified in column (5) of Schedule “A”;

**AND WHEREAS** before authorizing the Capital Works and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Works, each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Works, each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Works, each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

**AND WHEREAS** the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Works (the “Application”) and the Application has been approved;

**AND WHEREAS** to provide long term financing for the Capital Works and to repay certain temporary advances in respect of the Capital Works made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the principal amount of \$196,800.00 dated August 15, 2017 and maturing on August 15, 2022, and payable in semi-annual instalments of combined principal and interest on the fifteenth day of February and on the fifteenth day of August in each of the years 2018 to 2022, both inclusive on the terms hereinafter set forth;

**NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. For the Capital Works, the borrowing upon the credit of the Municipality at large of the principal amount of \$196,800.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Works in definitive form, not exceeding in total the said principal amount of \$196,800.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the principal amount of \$196,800.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated August 15, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.29% per annum and mature during a period of 5 years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by August 15, 2022 and be payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of February and on the fifteenth day of August in each of the years 2018 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule C").
6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures

for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

**“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Works including the last ‘non-equal’ instalment, there shall be raised as part of the Municipality’s general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule “C” to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to

generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.

19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Works and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 25th day of July, 2017

By-law read a third time and finally passed this 25th day of July, 2017

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Gary McNamara, Mayor

"SEAL"

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Laura Moy, Clerk

The Corporation of The Town of Tecumseh

Schedule “A” to By-Law Number 2017-55

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
	North Talbot Road Sanitary Sewer Outleter Outlet	\$3,060,250.00	\$1,058,100.00	196,800.00	5 years

The Corporation of The Town of Tecumseh

Schedule “B” to By-Law Number 2017-55

No. 2017- 01	\$196,800.00
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C A N A D A  
Province of Ontario  
The Corporation of The Town of Tecumseh

FULLY REGISTERED INTEREST RATE 2.29% AMORTIZING DEBENTURE

The Corporation of The Town of Tecumseh (the “Municipality”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (August 15, 2022), the principal amount of

ONE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED DOLLARS

----- (\$196,800.00) -----

by equal semi-annual instalments of combined principal and interest on the fifteenth day of February and on the fifteenth day of August in each of the years 2018 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “Amortization Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.29 % per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.



DATED at The Corporation of The Town of Tecumseh as at the 15th day of August, 2017.

IN TESTIMONY WHEREOF and under the authority of By-Law Number 2017-55 of the Municipality duly passed on the 25th day of July, 2017 (the “By-law”), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: August 15, 2017

_____	(Seal)_____
Gary McNamara, Mayor	Luc Gagnon, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture. Ontario Infrastructure and Lands Corporation	
by: _____ Authorized Signing Officer	by: _____ Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the principal amount of \$196,800.00 dated August 15, 2017 and maturing on August 15, 2022 payable in equal semi-annual instalments of combined principal and interest on the fifteenth day of February and on the fifteenth day of August in each of the years 2018 to 2022, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

August 15, 2017

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Ed Hooker, Barrister and Solicitor

## **CONDITIONS OF THE DEBENTURE**

### **Form, Denomination, and Ranking of the Debenture**

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### **Registration**

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### **Title**

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## **Payments of Principal and Interest**

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the Payment Dates commencing on February 15, 2018 and ending on August 15, 2022 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof

satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC, pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

### **Notices**

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

### **Time**

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

### **Governing Law**

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

### **Definitions:**

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

**THE CORPORATION OF THE TOWN OF TECUMSEH**  
**Schedule “C” to By-Law Number 2017-55**

**LOAN AMORTIZATION SCHEDULE**

**Name:** The Corporation of the Town of Tecumseh  
**Principal:** \$196,800.00  
**Rate:** 2.29%  
**Amortizing Term:** 5 years  
**Payment Frequency:** Semi-annual  
**Maturity:** 08/15/2022

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
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1	2/15/2018	20,940.51	18,687.15	2,253.36	178,112.85
2	8/15/2018	20,940.51	18,901.12	2,039.39	159,211.73
3	2/15/2019	20,940.51	19,117.54	1,822.97	140,094.19
4	8/15/2019	20,940.51	19,336.43	1,604.08	120,757.76
5	2/15/2020	20,940.51	19,557.83	1,382.68	101,199.93
6	8/15/2020	20,940.51	19,781.77	1,158.74	81,418.16
7	2/15/2021	20,940.51	20,008.27	932.24	61,409.89
8	8/15/2021	20,940.51	20,237.37	703.14	41,172.52
9	2/15/2022	20,940.51	20,469.08	471.43	20,703.44
10	8/15/2022	20,940.49	20,703.44	237.05	0
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		209,405.08	196,800.00	12,605.08	

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-56

Being a by-law to amend By-law No. 2009-13  
being a by-law to regulate Parks

**WHEREAS** sections 9 to 11 of the *Municipal Act 2001*, S.O. 2001 c. 25, as amended, ("*Municipal Act*") confer the power to a municipality to pass by-laws regulating and prohibiting with respect to culture, parks, recreation and heritage;

**AND WHEREAS** sections 9 to 11 of the *Municipal Act* confer the power to a municipality to pass by-laws regulating and prohibiting with respect to parking on municipal parking lots and structures;

**AND WHEREAS** sections 9 to 11 of the *Municipal Act* confer the power to a municipality to pass by-laws regulating and prohibiting with respect to animals;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh ("Town") adopted By-law No. 2009-13 on the 27<sup>th</sup> day of January, 2009, to regulate parks in the municipality (Parks By-law);

**AND WHEREAS** the Council of the Town adopted By-law No. 2011-38 to amend Schedule A of the Parks By-law;

**AND WHEREAS** the Council of the Town is desirous of further amending the Parks By-law.

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:**

1. **THAT** Paragraph 9 of By-law No. 2009-13 is hereby deleted and replaced with the following:
  9. While in a Park no person shall;
    - (1) subject to the provisions of section 9.1 kill, attempt to kill, hunt, maim, injure, trap, remove or disturb any animal, bird, waterfowl, worms, or other wildlife;
    - or
    - (2) touch, injure or remove any nest or egg therefrom, or feed any waterfowl except in a Designated Area.
  - 9.1 (1) No person shall fish in an area posted to prohibit same, in any Park.
  - (2) No person shall fish in any Park except in compliance with the *Fish and Wildlife Conservation Act* 1997, S.O. 1977, c.41, as amended, and the *Fisheries Act*, Chapter F-14, as amended.
  - (3) No person shall fish in any Park for commercial purposes.
2. **THAT** Paragraphs 23(3), 36(1), 39(6), 40 and 41 of By-law No. 2009-13 are hereby deleted and replaced with the following:
  23. (3) use a skateboard, except in Designated Area.
  36. (1) All Parks shall close at 10 p.m., and shall remain closed, until 6:00 a.m., the following morning unless otherwise posted.



39. (6) The authority to issue Permits referred to in the By-law is delegated to the Director Parks & Recreation Services or his or her designate.
40. The Director Parks & Recreation Services is authorized to Post signage of permission, regulation, restriction, warning or prohibition with respect to uses of activities in any Park in accordance with the provisions hereof.
41. The Director Parks & Recreation Services is authorized to close off for such temporary period as the Director Parks & Recreation Services deems appropriate any Park or part or parts thereof to relieve or prevent overcrowding or traffic congestion or in the interest of public safety, or as may be authorized by Council.
3. **THAT** this by-law shall come into force and take effect upon third and final reading.

**READ** a first, second and third time and finally passed this 25<sup>th</sup> day of July, 2017.

“SEAL”

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Gary McNamara, Mayor

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Laura Moy, Clerk

## UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
20/14	Dec 9, 2014  Feb 14, 2017		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements.  Administration is asked to provide an update to the affected property owners.	PWES/ Clerks	Update provided by Legal on March 14, 2017
5/16	Nov 8, 2016  Feb 14, 2017	RCM 390/16	Traffic Study	That a traffic count be conducted for the intersection of Cada Street and St. Gregory's Road to determine if it warrants the installation of a crosswalk.  A request is made that the traffic count should not take place prior to the soccer season as those numbers ought to be incorporated.	PWES	Counts taken, analysis underway
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	August 8 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 deferred at June 27/17 RCM PCM scheduled for July 25, 2017
9/17	May 9, 2017		Dillon Drive Name Recognition	Naming recognition is requested for Jack Dillon, who died in World War II and is the name sake for Dillon Drive.	Clerks	The Cultural & Arts Advisory Committee, at their June 5, 2017, recommended the process for veteran naming recognition & associated costs be reviewed.
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	In progress
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	Harmonized By-law being explored

15/17	June 27, 2017		Traffic Signal	Administration is requested to approach the City of Windsor in regards to traffic signal improvements at the Banwell Road and McNorton Street intersection.	PW	
16/17	July 11, 2017		Rodent Population	A request is made for a report for the 2018 Budget on investigating the potential to engage in a rodent extermination program.	Clerks	

Meeting Date: July 25, 2017

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-57

Being a by-law to confirm the proceedings of the  
**July 25, 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 **July 25, 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 **July 25, 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 25<sup>th</sup> day of July, 2017.

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Gary McNamara, Mayor

"SEAL"

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Laura Moy, Clerk