

Tuesday, August 8, 2017, 7:00 PM
Tecumseh Town Hall
www.tecumseh.ca

Pages

1. **CALL TO ORDER - Mayor**
2. **MOMENT OF SILENCE**
3. **NATIONAL ANTHEM**
4. **ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST**
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7. **DELEGATIONS**
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 - b. Environment and Climate Change Canada 24 - 24
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 - e. County of Essex 27 - 28
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Project
 - f. County of Essex 29 - 31
Re: Notice of Decision of Official Plan Amendment No. 39, 11941
Tecumseh Road
9. **COMMUNICATIONS ACTION REQUIRED**
 - a. Association of Municipalities of Ontario, Re: Human Services Symposium 32 - 33
That the Mayor and Members of Council be authorized to attend the
Human Services Symposium in Toronto on September 21, 2017, in
accordance with the Town's Professional Development and Travel
Policies, subject to available funding in the 2017 Council Budget.

- b. Association of Municipalities of Ontario, Re: Municipal Labour Relations Symposium 34 - 35

That the Mayor and Members of Council be authorized to attend AMO Municipal Labour Relations Symposium in Toronto on September 22, 2017, in accordance with the Town's Professional Development and Travel Policies, subject to funding in the 2017 Council Budget.

- c. County of Essex, Re: Support for Windsor Essex County Environment Committee Resolution Pertaining to the Ontario Nuclear Emergency Response Plan 36 - 37

That the County of Essex Resolution No. 158-17 and Windsor Essex County Environmental Committee Resolution recommending changes to the Provincial Nuclear Emergency Response Plan be supported

- 1. WECEC Report 38 - 53

- d. The Township of The Archipelago, Re: Reconsider Proposed Changes Under Bill 86, Re: Out of Court Payments 54 - 55

That the Municipality of Killarney's Resolution No. 17-198 appealing to the Minister of Municipal Affairs to reconsider changes to the *Municipal Act, 2001* as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities, be supported.

10. COMMITTEE MINUTES

- a. Corn Festival Committee 56 - 59
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- b. Senior Advisory Committee 60 - 61
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- a. Corporate Services & Clerk
 - 1. Manager Committee & Community Services, Report No. 20-17 64 - 68
Re: Cat Spay and Neuter Voucher Program, Cat Intake Program, Bi-Annual Update for 2017
 - 2. Director Corporate Services & Clerk, Report No. 21-17 69 - 73
Re: Call for 2017 Award Nominations
 - 3. Director Corporate Services & Clerk, Report No. 22-17 74 - 83
Re: Advisory and Statutory Committees Call for 2018 Applications
- b. Financial Services
 - 1. Deputy Treasurer & Tax Collector, Report No. 12-17 84 - 91
Re: Budget Variance Report – June 30, 2017
- c. Parks & Recreation Services
 - 1. Manager Recreation Programs & Events, Report No. 19-17 92 - 118
Re: Pathway to Potential 2017 Funding Agreement

d. Public Works & Environmental Services

1. Director Public Works & Environmental Services, Report No. 39-17 119 - 122
Re: Installation of Tecumseh Gateway Signage on Highway 401, Tender Award
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12. BY-LAWS

- a. By-Law 2017-58 128 - 136
Being a by-law to authorize the execution of an Encroachment Agreement between The Corporation of the Town of Tecumseh and Lesperance Plaza Inc.
- b. By-Law 2017-46 137 - 215
Being a by-law to provide for the repair and improvements to the Webster Drain

13. UNFINISHED BUSINESS

- a. Unfinished Business 216 - 217
August 8, 2017

14. NEW BUSINESS

15. MOTIONS

- a. By-Law 2017-59 218 - 218
Being a by-law to confirm the proceedings of the August 8, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh

16. NOTICES OF MOTION

17. NEXT MEETING

Tuesday, September 12, 2017

7:00 pm Regular Council Meeting

18. ADJOURNMENT

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

Tecumseh Council meets in public session on Tuesday, July 25, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 5:30 p.m.

(PCM 10-1)

ORDER

The Mayor calls the meeting to order at 5:30 p.m.

(PCM 10-2)

ROLL CALL

Present:	Mayor	- Gary McNamara
	Deputy Mayor	- Joe Bachetti
	Councillor	- Rita Ossington
	Councillor	- Andrew Dowie
	Councillor	- Tania Jobin
	Councillor	- Brian Houston
	Councillor	- Bill Altenhof
Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Administrative Assistant to the Director Corporate Services & Clerk	- Sue White
	Manager Engineering	- Phil Bartnik
	Manager Roads & Fleet	- Kirby McArdle
	Director Fires Services & Fire Chief	- Doug Pitre
	Director Parks & Recreation	- Paul Anthony
	Director Planning & Building Services	- Brian Hillman [5:40 pm]

(PCM 10-3)

PECUNIARY INTEREST

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

(PCM 10-4)

INTRODUCTION AND PURPOSE OF MEETING

The purpose of the meeting is to provide background on the design and construction of Pentilly Road, as well as parking regulations.

Dan Piescic, Director Public Works & Environmental Services provides a summary and overview of his Report No. 38/17 and reasons for his recommendation.

(PCM 10-5)

DELEGATIONS

David Main, General Manager, Beach Grove Golf & Country Club

Mr. Main advises he is in support of Administration's recommendation to affix informational 'No Parking on Sidewalk' signs to existing streetlight poles on the east side of Pentilly Road from Riverside Drive to Beach Grove Drive, and the OPP being requested to enforce existing parking restrictions.

Brenda Belleperche

Not in attendance.

Fiona Bryden

Ms. Bryden reads aloud her written presentation attached to the Agenda indicating her support for signage in the Pentilly area reminding vehicle operators not to park their vehicles so as to block the sidewalk area. She also explains, in her presentation, concerns for errant golf balls from Beach Grove Golf & Country Club.

Jim McMahon

Mr. McMahon also reads aloud his written presentation attached to the Agenda and expresses support of the recommendation by Administration to affix 'No parking on Sidewalk' signs affixed to existing streetlight poles.

Frank Tedesco

Mr. Tedesco states he is satisfied with the prior presentations and does not wish to speak at this time.

Brenda Belleperche

Ms. Belleperche enters the meeting at 5:50 pm and expresses her concerns with respect to the prohibition of parking on the roadside in particular when construction occurs, or there is insufficient driveway parking for special events and for emergency vehicles.

The Mayor summarizes the prior presentation regarding the Town's Traffic Control By-law and *Highway Traffic Act*, in addition to the provisions for construction vehicles under Book 7.

Discussion by the Members of Council.

Motion: (PCM-22/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That Michael Furtado be permitted to address Council.

Carried

Mr. Furtado states that he concurs there ought not to be parking on the area sidewalks; however there are instances where it occurs. No parking over the sidewalk has not been enforced.

It is explained that enforcement is based on complaint and OPP awareness which is not limited to Pentilly Road. The *Highway Traffic Act* is province-wide and there is also the Town's Traffic By-law to be complied with.

(PCM 10-6)

COMMUNICATIONS

- A. Manager Roads & Fleet, Report No. 28/17, Re: Parking Restrictions on Pentilly Road
- B. Director Public Works & Environmental Services, Report No. 38/17, Re: A Review of the Parking Restrictions on Pentilly Road
- C. Arla & Mike Peters, Re: Letter
- D. John Zangari, Re: Letter

Motion: (PCM-23/17) Moved by Councillor Brian Houston
Seconded by Councillor Bill Altenhof

That the Communications listed as Items A through D on the July 25, 2017, Public Council Meeting Agenda, be received.

Carried

Motion: (PCM-24/17) Moved by Councillor Andrew Dowie
Seconded by Deputy Mayor Joe Bachetti

That Public Works & Environmental Services Reports No. 28/17 and No. 38/17 both respecting Parking Restrictions on Pentilly Road, be received;
And that Administration be authorized to affix informational ‘No Parking on Sidewalk’ signs to existing streetlight poles on the east side of Pentilly Road from Riverside Drive to Beach Grove Drive, and the OPP be requested to enforce existing provisions of the Town’s Traffic Control By-law No. 2001-36 and sections of the *Highway Traffic Act* noted in Report No. 38/17 as required in the normal course;
And further that the cost to purchase and install said signage be funded from the Public Works Operating Budget.

Carried

(PCM 10-7)
ADJOURNMENT

Motion: (PCM-25/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof
That there being no further business to discuss, the July 25, 2017, Public Meeting of the Council of the Town of Tecumseh adjourn at 6:18 pm.
Carried

Gary McNamara, Mayor

Laura Moy, Clerk

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

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

(RCM 12-1)

ORDER

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

(RCM 12-2)

MOMENT OF SILENCE

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

(RCM 12-3)

NATIONAL ANTHEM

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

(RCM 12-4)

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
	Administrative Assistant to the	
	Director Corporate Services & Clerk	- Sue White
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Public Works & Environmental	
	Services	- Dan Piescic
	Director Planning & Building Services	- Brian Hillman
	Director Parks & Recreation	- Paul Anthony
	Director Information & Communication	
	Services	- Shaun Fuerth
	Manager Engineering Services	- Phil Bartnik
	Manager Programs & Events	- Kerri Rice

PECUNIARY INTEREST

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

(RCM 12-5)

MINUTES

Motion: (RCM-254/17) Moved by Councillor Rita Ossington
Seconded by Councillor Tania Jobin

That the minutes of the July 11, 2017 Regular Meeting of Council, as were duplicated and delivered to the Members, are adopted.

Carried

Councillor Ossington clarifies the trees she was referring to at the July 11, 2017 Regular Council Meeting on St. Anne Street are older and not the newer trees which are under maintenance contract.

(RCM 12-6)

SUPPLEMENTARY AGENDA ADOPTION

There are no supplementary agenda items.

(RCM 12-7)

DELEGATIONS

Resource Centre at Fire Station No. 2

Wendy Pulleyblank-Cunningham, on behalf of The Olde Sandwich South & Area Historical Society, thanks Council for allowing their group to utilize Fire Station No. 2 for their meetings. Since 1998, they have achieved many successful ventures which are summarized in the presentation appended to this evening's meeting agenda. The purpose of their presentation is to request an addition to the Fire Station No. 2 at a cost of approximately \$48,000 at the Town's expense. The reasons for their request are also set out in the presentation appended to the agenda.

Motion: (RCM-255/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That the request for an addition to the Fire Station No. 2 for a Resource Centre for The Olde Sandwich South & Area Historical Society be referred to Administration for a report and recommendation for consideration during the 2018 Budget deliberations.

Carried

Urban Chickens

Mr. Dan Beaulieu explains he was given an order to comply with the Town's Zoning By-law Subsection 3.1 and a limit of 3 urban chickens. He believes the ban of urban chickens was intended for subdivisions. He explains he has a child with special needs and who has an immune deficiency. When contacting the Town last May he was advised that he could build a coop and subsequently in November of 2016 the ban was decided by Council for residential areas. As a result of a complaint by his neighbour, he received an order to limit the number of chickens to 3 on his property, however they do not produce a sufficient number of eggs to feed his son. He notes that his residential property is much larger than most and that one of his neighbours has a horse. A request is made for some consideration for property owners who have a greater lot area than the typical residential properties and for those who have special needs.

Discussion is held on the background research and reports regarding urban chickens and the reasons for the decision by Council to ban urban chickens in residential areas. It is noted the Animal Control By-law has not yet been amended pending further consultation with Legal Counsel and research on implementation.

Motion: (RCM-256/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

That the Zoning Order issued to Dan Beaulieu relating to the keeping of chickens at 2380 Lesperance Road, be deferred pending further discussion and decision-making by Council on the matter of the keeping of urban chickens based on further research and reporting by Administration.

Carried

(RCM 12-8)

COMMUNICATIONS

Communications for Information

- A. Municipality of Kincardine & Municipality of Clarington, Re: Municipal Support for Deep Geologic Repository
- B. Town of Lakeshore, Re: Notice of Open House and Complete Application
- C. Community Schools Alliance, Re: Call for Nominations
- D. Township of North Stormont, Re: Conservation Authority Act
- E. City of Owen Sound, Re: Support Resolution - Request for Economic Impact Analysis

Motion: (RCM-257/17) Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston

That Communications – *for Information* A through E as listed on the July 25, 2017 Regular Council Meeting Agenda are received.

Carried

Communications - Action Required

None.

(RCM 12-9)

COMMITTEE MINUTES

Motion: (RCM-258/17) Moved by Councillor Tania Jobin
Seconded by Councillor Rita Ossington

That the July 17, 2017 minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 12-10)

REPORTS

Motion: (RCM-259/17) Moved by Councillor Rita Ossington
Seconded by Councillor Andrew Dowie

That the following reports be brought forward on the Agenda:

- Director Parks & Recreation Services, Report No. 04/17 Re: Community Support – Optimist Club St. Clair Beach;
- Manager Recreation Programs & Events, Report No. 17/17 Re: Optimist Club's Family Fun Fair 2017;
- Manager Recreation Programs & Events, Report No. 18/17 Re: Tecumseh BIA's Fall Into Health Day Event.

Carried

Motion: (RCM-260/17) Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti

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

As recommended by the Director Parks & Recreation Services under Report No. 04/17.

Carried

Motion: (RCM-261/17) Moved by Councillor Bill Altenhof
 Seconded by Councillor Rita Ossington

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 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.

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

Carried

Motion: (RCM-262/17) Moved by Councillor Rita Ossington
 Seconded by Councillor Bill Altenhof

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 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.

As recommended by the Manager Recreation Program & Events under Report No. 18/17.

Carried

Deputy Treasurer & Tax Collector, Report No. 11/17, Re: 2018 Business Plan & Budget Timetable

Motion: (RCM-263/17) Moved by Councillor Andrew Dowie
 Seconded by Councillor Brian Houston

That 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

As recommended by the Deputy Treasurer & Tax Collector under Report No. 11/17.

Carried

Director Fire Services & Fire Chief, Report No. 06/17, Re: Tecumseh Fire Services – Q2 2017 Update

Motion: (RCM-264/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

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

As recommended by the Director Fire Services & Fire Chief under Report No. 06/17.

Carried

Director Fire Services & Fire Chief, Report No. 07/17, Re: Pumper/Rescue Unit #1 Tender Award

Motion: (RCM-265/17) Moved by Councillor Rita Ossington

Seconded by Councillor Tania Jobin

That the tender for the Pumper/Rescue Unit #1 be awarded to Fort Garry Fire Trucks at a cost of \$672,000 plus HST;

And That 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.

As recommended by the Director Fire Services & Fire Chief under Report No. 07/17.

Carried

Manager Planning Services, Report No. 23/17, Re: Encroachment Agreement to Facilitate an Outdoor Patio, Lesperance Plaza Inc. (Carrots N' Dates Restaurant), 1125 Lesperance Road

Motion: (RCM-266/17) Moved by Councillor Rita Ossington

Seconded by Councillor Tania Jobin

That 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;

And that 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.

As recommended by the Manager Planning Services, under Report No. 23/17.

Carried

Drainage Superintendent, Report No. 36/17, Re: Request for Repair and Improvements to a Municipal Drain Appointment of Drainage Engineer -- Shuttleworth Drain

Motion: (RCM-267/17) Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That 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.

As recommended by the Manager Roads & Fleet, under Report No. 36/17.

Carried

(RCM 12-11)

BY-LAWS

Motion: (RCM-268/17) Moved by Councillor Andrew Dowie
Seconded by Councillor Brian Houston

That By-law No. 2017-54 being a by-law to appoint members to the Cultural and Arts Advisory Committee for the term of Council 2015-2018;

And that By-law No. 2017-55 being a by-law 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 further that By-law No. 2017-56 being a by-law to amend By-law No. 2009-13 being a by-law to regulate Parks

Be given first and second reading.

Carried.

Motion: (RCM-269/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

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

And that By-law No. 2017-54 being a by-law to appoint members to the Cultural and Arts Advisory Committee for the term of Council 2015-2018;

And further that By-law No. 2017-55 being a by-law 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 furthermore that By-law No. 2017-56 being a by-law to amend By-law No. 2009-13 being a by-law to regulate Parks Be given third and final reading.

Carried.

(RCM 12-12)

UNFINISHED BUSINESS

The Members receive the Unfinished Business listing.

Item 13-17 Re: Harmonization of Signage with the Town of Lakeshore

The Chief Administrative Officer advises the Town and Lakeshore Administration have met and recognize the benefits of harmonization. A response is pending from Lakeshore on addressing the concerns and a by-law.

(RCM 12-13)

NEW BUSINESS

OFSA Hockey

It is noted that St. Anne's High School will be hosting the OFSA Hockey Tournament bringing many visitors to the area. It is hoped that the Town and BIA will be able to provide support to this event.

Condolences

Condolences are extended to the Renaud family and former Mayor Ed Renaud whose mother passed away at the age of 100.

BIA Night Market

The BIA will be hosting their Night Market on Saturday July 28, 2017 at their new location in Ward 3 in the Tecumseh Town Plaza.

(RCM 12-14)

MOTIONS

Motion: (RCM-270/17) Moved by Councillor Brian Altenhof
Seconded by Councillor Brian Houston

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

Carried

(RCM 12-15)

NOTICES OF MOTIONS

There are no Notices of Motion.

(RCM 12-16)

NEXT MEETING

A Policies and Priorities Committee Meeting will be held at 5:30 pm on Tuesday, August 8, 2017.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, August 8, 2017.

(RCM 12-17)

ADJOURNMENT

Motion: (RCM-271/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington

That there being no further business, the July 25, 2017 regular meeting of Council now adjourn at 8:12 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk



RECEIVED JUL 18 2017

VIA REGISTERED MAIL

July 14, 2017

Tony Haddad
Chief Administrative Officer
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Dear Mr. Haddad:

**Subject: Surplus Property and Building
12433 Dillon Drive, Tecumseh, ON N8N 1C1**

At the Board meeting of November 19, 2013, the Greater Essex County District School Board (GECDSB) approved the closure of Victoria Public School as of June 30, 2014 and declared the property and building surplus to the needs of the Board.

Subsequently, the Board is offering this property for sale under the procedures of Ontario Regulation 444/98, Disposition of Surplus Real Property (the "Regulation"), promulgated under the Education Act (Ontario). In the event you have an interest in acquiring the Property, we strongly recommend that you familiarize yourself with the Regulation.

Please note that one of the most significant aspects of the Regulation is that the Board is required to dispose of the Property at its fair market value ("FMV"). To assist the board in arriving at its determination of the FMV of the Property, the Board retains the services of an AACI (Accredited Appraiser of the Canadian Institute), who is a member of the Appraisal Institute of Canada, to complete an appraisal of the FMV of the Property.

Regulation 444/98 (as amended by Regulation 57/99) stipulates that there shall be a ninety-day circulation period from the issuance of this proposal to preferred entities to express interest in the property and an additional ninety-days to submit an offer before offering the property to other organizations and the general public. Therefore, should you be interested in acquiring the property listed, an expression of interest (EOI) must be received in writing by October 12, 2017. If interested in purchasing the property listed, an offer to purchase must be submitted in writing along with the expression of interest by January 10, 2018 or, after submitting expression of interest but before the expiration of 180 days after the letter issued by the Board.

The Property is being sold on a "as is" basis. The Board will not provide any representations of warranties with respect to whether the Property and undertakings thereon are in compliance with any environmental legislation or orders or whether the Property is suitable for any specific purpose.

Attached is relevant information regarding the property, including floor plans.

Given that the Ministry of Education requires proof that there is no interest in acquiring the property, it is requested that you provide written confirmation of same.

If you have any questions regarding the Property, please contact me at 519-255-3200 extension 10210 or by email at cathy.lynd@publicboard.ca.

Thank you for your prompt attention to this matter.

Yours truly,

A handwritten signature in cursive script that reads "Cathy Lynd".

Cathy Lynd
Superintendent of Business

CL/tm
Attachment – Information Package

Copy to: Erin Kelly, Director of Education



Greater Essex County District School Board

451 Park Street West
Windsor, ON N9A 5V4
519-255-3200

VICTORIA PUBLIC SCHOOL

12433 Dillon Drive
Tecumseh, Ontario
N8N 1C1



July 2017

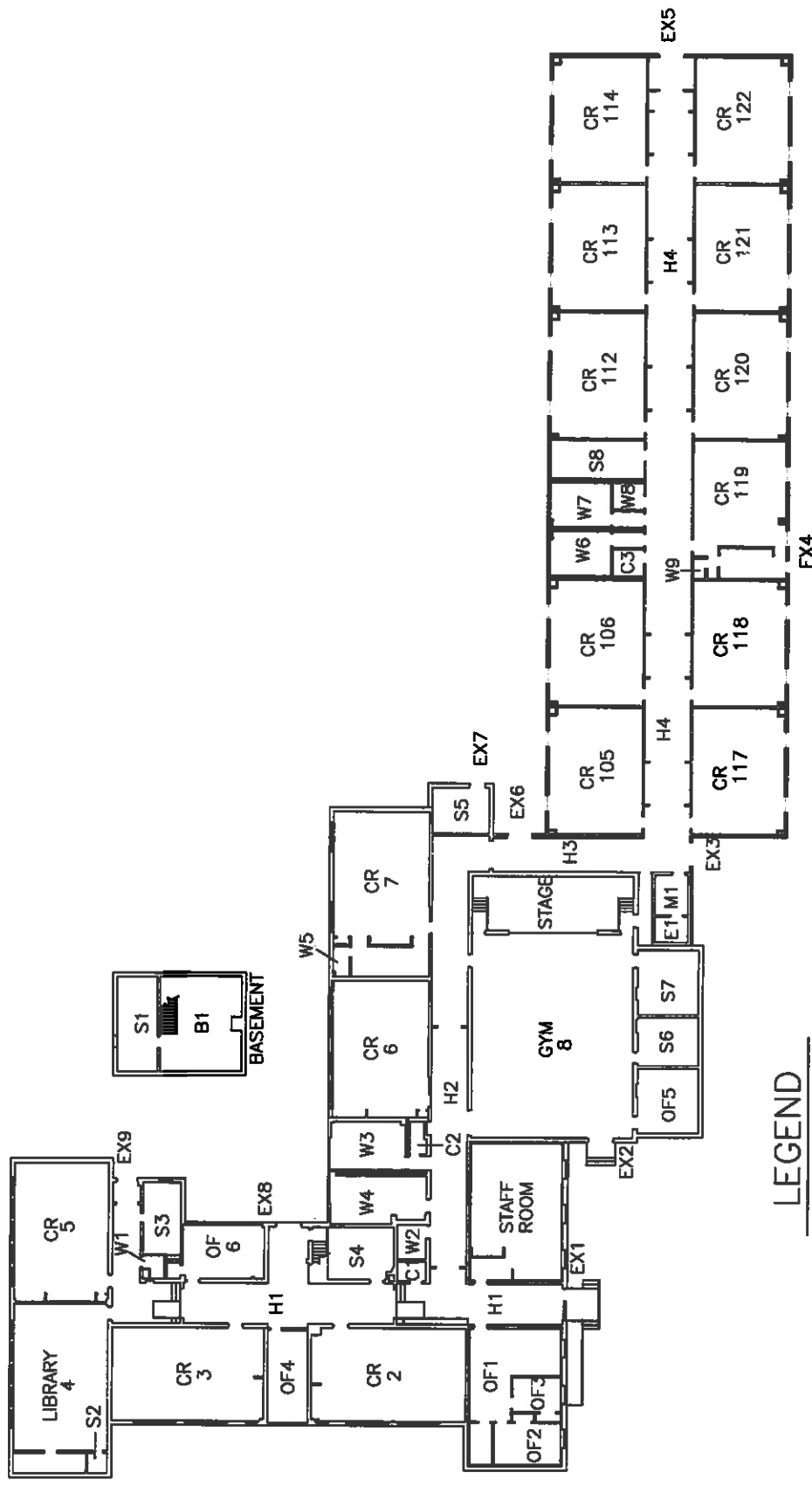
Building Tomorrow Together!

Information Package - Victoria Public School (July 2017)

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GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
INFORMATION SHEET
for
VICTORIA PUBLIC SCHOOL

Address:	12433 Dillon Drive Tecumseh, Ontario N8N 1C1
Property Description:	Lots 306 to 314, Plan 1183, Town of Tecumseh, County of Essex Part of Lot 153, Concession 1, geographic Township of Sandwich East as in Instrument No. TE728, Town of Tecumseh, County of Essex Prince Court, Plan 1183, closed by #R1217235, Town of Tecumseh, County of Essex
Land Size:	4.4 acres (approximate)
Size of Building:	School: 28,267 sq. ft. (approximate)
Built in:	Original building constructed in 1925 Additions constructed in 1950, 1955, 1960, 1963, 1966, 1992
Services:	All
Zoning:	CF Community Facility
Official Plan Designation:	Community Facility
Heritage Property:	No
Floor Plan:	Attached
Site Plan:	Attached

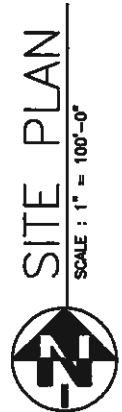
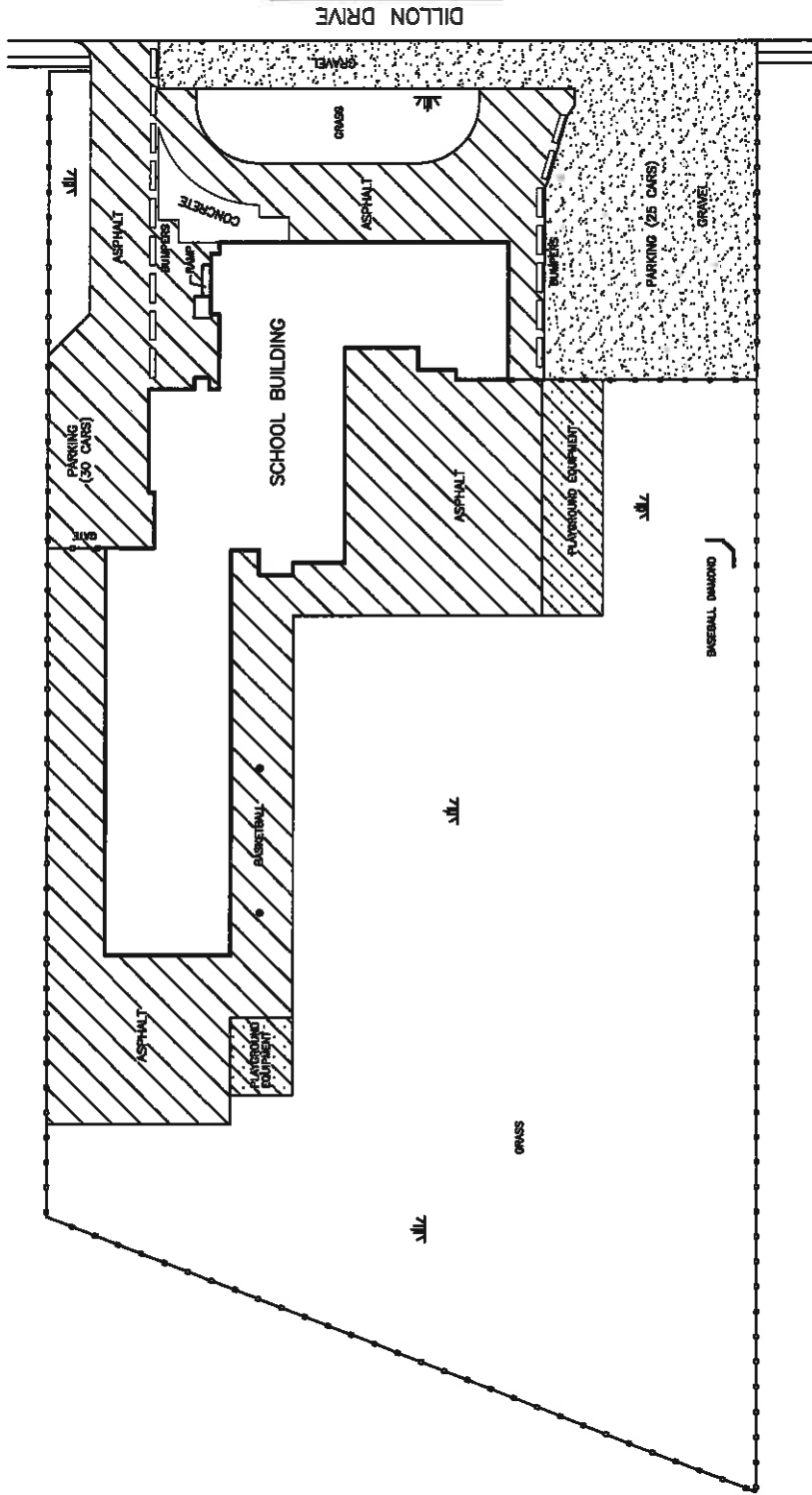


LEGEND

- M = MECHANICAL ROOM
- W = WASHROOM
- D = DRESSING ROOM
- EX = EXIT
- S = STORAGE
- CR = CLASSROOM
- C = CUSTODIAL AREA
- H = HALLWAY
- OF = OFFICE AREA
- E = ELECTRICAL ROOM
- B = BOILER ROOM



LORENZEN ENGINEERING VICTORIA SCHOOL SITE PLAN 12433 Dillon Drive Tecumseh, Ontario		TITLE: DRAWN: J.L.H. CHK'D: D.L.H.
PROJECT NO: 99077		DATE: REVISION 1 : AUGUST 1999 DRAWING NO: VIC99077S01



NOTES	
SCHOOL:	28 000 sq. ft. 30 ± STAFF MEMBERS 350 ± STUDENTS NO DAYCARE
PARKING LOTS:	25 PARKING SPACES (24 000 sq. ft.) 1 PARKED LOTS: AVERAGE CONDITION 1 GRAVEL LOT: POOR CONDITION EXPANDABLE INTO PLAYGROUND AREA BUS UNLOADING AREA ON NORTH SIDE OF SCHOOL
PLAYGROUNDS:	31 100 sq. ft. (ASPHALT) SMALL CHILD EQUIPMENT JUMPER SPIRIT, SWINGS, TRIES ETC. NO DAYCARE AREA
GREENSPACE:	131 900 sq. ft. (GRASS) SUFFICIENT GRASS AREA BASEBALL DIAMOND BASKETBALL PLAYGROUND

LEGEND	
	ASPHALT
	GRAVEL
	PEA STONE
	GRASS
	FENCE



Victoria Public School

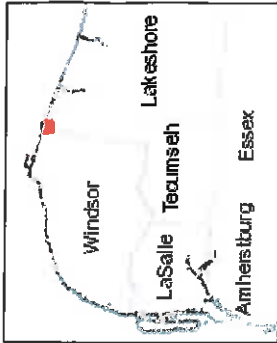


Notes

12433 Dillon Drive
Tecumseh, On N8N 1C1

THIS MAP IS NOT TO BE USED FOR NAVIGATION
Copyright the Town of Tecumseh, 2016. Data herein is provided by the Town of
Tecumseh on an 'as is' basis. Assessment parcel provided by Teranet
Enterprises Inc. Data layers that appear on this map may or may not be
accurate, current, or otherwise reliable.

Information Package - Victoria Public School (July 2017)



- Legend
- Lake
 - Street Centreline
 - Rail Road
 - Parks
 - School

0 48.66 97.3 Meters



1:2,919

7/6/2017

Page 6 of 5



RECEIVED

JUL 25 2017

Town of Tecumseh

JUL 19 2017

Ms. Laura Moy
Director of Corporate Services and Clerk
The Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh ON N8N 1W9

Dear Ms. Moy:

On behalf of the Honourable Catherine McKenna, Minister of Environment and Climate Change, I am responding to your letter of March 2, 2017, addressed to the Prime Minister, with which you shared a resolution adopted by the Council of the Town of Tecumseh regarding the protection and restoration of the Great Lakes and St. Lawrence River Basin.

Please be assured that the comments of the Council have been reviewed.

Sincerely,

Sylvie Poulin
Editor in Chief
Departmental Correspondence Unit



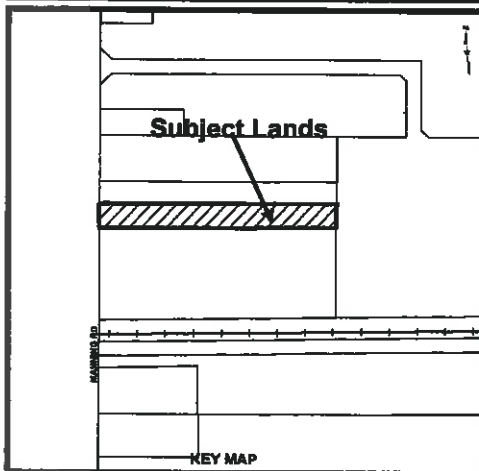
MUNICIPALITY OF THE TOWN OF LAKESHORE
NOTICE PUBLIC MEETING
An application to amend the Lakeshore Zoning By-law 2-2012

PURPOSE OF PROPOSED ZONING BY-LAW AMENDMENT

File No: ZBA-10-2017

Location: 2136 Manning Rd. (County Road 19) (Pt Lot 8, Conc. WPR, Part 2, 12R18427)

The municipality is considering an application to amend the Town of Lakeshore Zoning By-law under the provision of Section 34 of the Planning Act, R.S.O. 1990. The parcel of land subject of this application is located at 2136 Manning Road (County Road 19), in the Town of Lakeshore, and as shown on the Key Map (below). The parcel is designated "Urban Reserve" under the Lakeshore Official Plan and zoned "UR-2, Urban Reserve Exception Two" under the Lakeshore Zoning By-law, which permits existing buildings only. The applicant, Gilbert Stewart is seeking the zoning by-law amendment to permit a new building for the permitted use of a portable toilet rental business. To view the municipality's Zoning By-law, it can be obtained through our website at www.lakeshore.ca. Click "build lakeshore/ planning overview" and select "Zoning Bylaw".



PUBLIC MEETING

TAKE NOTICE that the Council of the Corporation of the Town of Lakeshore will hold a public meeting to provide interested parties the opportunity to make comments, identify issues and provide additional information relative to the proposed Amendment.

The public meeting will be held on:

Tuesday, August 8th, 2017 at 6:00 p.m.
Town of Lakeshore Council Chambers
419 Notre Dame Street, Belle River

COMMENTS OR QUESTIONS?

ANY PERSON may attend the Public Meeting to make written or verbal representation in support of or in opposition to the proposed Zoning By-law Amendment. Written submission regarding the proposed Zoning By-law Amendment can be made to **Maureen Emery Lesperance, CPT, Planning Coordinator**, Town of Lakeshore, Development Services Office, 419 Notre Dame Street, Belle River, Ontario, N0R 1A0, facsimile 519-728-4577, telephone 519-728-2700, ext. 286 or email (please include your mailing address) mlesperance@lakeshore.ca. **IF YOU WISH TO BE NOTIFIED** of Council's decision regarding the proposed Zoning By-law Amendment, you must make a written request to **Maureen Emery Lesperance, CPT, Planning Coordinator**, at the address shown above and such request must include the name and address to which such notice should be sent.

ADDITIONAL INFORMATION relating to this matter is available for review at the Municipal Office during regular office hours. (8:30 a.m. to 4:30 p.m.) *We cannot guarantee the exact time the application will be considered by Council as the time varies depending on the number of items on the agenda and the complexity of each application brought forward.*

SUBMISSIONS

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

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

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

DATED AT THE TOWN OF LAKESHORE THIS 19th DAY OF JULY, 2017.

RECEIVED

JUL 25 2017

Town of Tecumseh



RECEIVED

AUG 01 2017

Town of Tecumseh

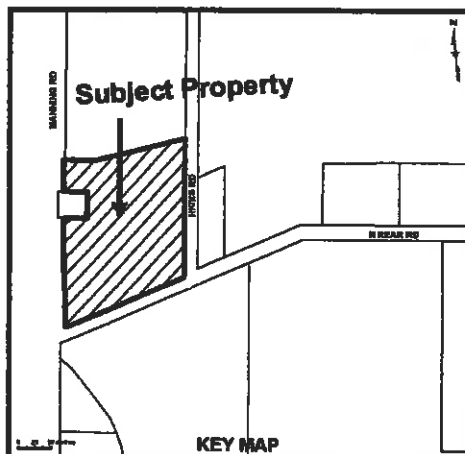
FORM 1
THE PLANNING ACT, R.S.O. 1990
NOTICE OF THE PASSING OF A
TEMPORARY USE ZONING BY-LAW AMENDMENT BY
THE CORPORATION OF THE TOWN OF LAKESHORE

TAKE NOTICE that the Council of the Corporation of the Town of Lakeshore has passed By-law 58-2017 on the 11th day of July, 2017, under Sections 34 and 39 of the Planning Act, R.S.O. 1990.

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submissions to the Council of The Corporation of the Town of Lakeshore before the proposed Temporary Use Zoning By-law Amendment is adopted, the person or public body is not entitled to appeal the decision of the Council of The Corporation of the Town of Lakeshore 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 Council of The Corporation of the Town of Lakeshore before the Temporary Use Zoning By-law Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Ontario Municipal Board unless, in the opinion of the Board, there are reasonable grounds to add the person or public body as a party. An appeal to the Ontario Municipal Board in respect of the By-law may be completed by filing with the Clerk of the Town of Lakeshore not later than the **14th of August, 2017**, a notice of appeal setting out the objection to the By-law and the reasons in support of the objection accompanied by the required fee of \$300.00 made payable to the Minister of Finance.

An explanation of the purpose of the by-law, describing the lands to which the by-law applies, and a key map showing the location of the lands to which the by-law applies, are detailed below. The complete By-law and any associated information is available for inspection in my office during regular office hours.

DATED at the Town of Lakeshore this 25th day of July, 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

EXPLANATORY NOTE

By-law 58-2017 affects the land, described as the "Subject Property" in the Key Map, above. The parcel is located at 20 N. Rear Road (Pt Lot 19, Concession 10 WBR, Part 1, Plan 12R23285), in the former Community of Maidstone, now within the Town of Lakeshore. In effect, By-law 58-2017 rezones the subject land to a site specific A-95, Agriculture Zone Exception 95, to permit the use of a "film studio" within the existing buildings for a maximum term of (3) three years, which shall not be permitted following the expiration of the Temporary Use Bylaw 58-2017 on July 11, 2020.



Office of the Director of Council Services/Clerk

Mary S. Brennan, B.A., C.M.O.
Director of Council Services/Clerk

July 27, 2017

Rick Nicholls, MPP Chatham-Kent-Essex
Queen's Park
Room 316 Main Legislative Building
Toronto, Ontario M7A 1A8
Email: rick.nicholls@pc.ola.org

**Re: Support for Bill 94 – Amendments to the Highway Traffic Act
and Pilot Project**

Essex County Council, at their meeting of July 19, 2017, considered the Highway Traffic Act proposed amendments under Bill 94. Essex County Council resolved as follows:

166-2017

Moved By Mr. McNamara

Seconded By Mr. Bondy

That Essex County Council support the amendments proposed by Bill 94 to The Highway Traffic Act and further support a pilot project relating to the school bus cameras initiative; and

Further, that a letter of support be forwarded to each lower tier municipality, as well as to the local MPP offices and Minister of Transportation. **Carried**

If you have any questions or concerns related to this matter, please contact the undersigned.

Regards,

Mary Brennan
Director of Council Services/Clerk

CC: Office of the Premier of Ontario – Kathleen Wynn, Queen's Park, Toronto Ontario, M7A 1A1
kwynne.mpp.co@liberal.ola.org

Support for Bill 94 – Amendments to the Highway Traffic Act and Pilot Project

Page 2 of 2

July 27, 2017

Parliament of Ontario – Leader of the Official Opposition – Progressive Conservative Party,
Patrick Brown, Room 381, Main Legislative Building, Queen's Park, Toronto Ontario, M7A 1A8
patrick.brown@pc.ola.org

Parliament of Ontario - Leader of the New Democratic Party – Andrea Horwath, Room 115,
Main Legislative Building, Queen's Park, Toronto Ontario, M7A 1A5 ahorwath-co@ndp.on.ca

Member of Provincial Parliament Essex – Queen's Park, Room 370, West Wing, Main
Legislative Building, Toronto Ontario M7A 1A5 tnatyshak-qp@ndp.on.ca

Member of Provincial Parliament Windsor Tecumseh – Queen's Park, Room 363, Main
Legislative Building, Toronto Ontario M7A 1A5 PHatfield-QP@ndp.on.ca

Member of Provincial Parliament Windsor West – Queen's Park, Room 170, Main Legislative
Building, Toronto Ontario M7A 1A5 LGretzky-QP@ndp.on.ca

Minister of Transportation of Ontario – Hon. Steven Del Duca, 3rd Floor, Ferguson Block, 77
Wellesley St. West, Toronto Ontario, M7A 1Z8 sdelduca.mpp.co@liberal.ola.org

Association of Municipalities of Ontario – 200 University Avenue, Suite 801, Toronto Ontario,
M5H 3C6 amo@amo.on.ca

Municipal Clerks – Windsor vcritchley@citywindsor.ca;

Essex County Municipalities (Amherstburg pparker@amherstburg.ca , Essex rauger@essex.ca ,

Lakeshore mmasse@lakeshore.ca , LaSalle bandreat@lasalle.ca , Leamington

bpercy@leamington.ca , Kingsville jastrologo@kingsville.ca , Tecumseh lmoy@tecumseh.ca)



Office of the Manager, Planning Services

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

August 2, 2017

VIA EMAIL ONLY

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

**Re: Official Plan Amendment No. 39 – Town of Tecumseh Official Plan
11941 Tecumseh Road
Town of Tecumseh
File No.: 37-OP-2017-004**

Dear Ms. Moy:

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

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

Yours truly,

A handwritten signature in blue ink, appearing to read "W. King", written over a horizontal line.

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

Enclosure

c.c. Brian Hillman
MMAH

File No.: 37-OP-2017-004
Municipality: Town of Tecumseh
Subject Lands: 11941 Tecumseh Road

Date of Decision: August 2, 2017
Date of Notice: August 2, 2017
Last Date of Appeal: August 22, 2017

NOTICE OF DECISION

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

A decision was made on the date noted above to approve Amendment No. 39 to the Official Plan for the Town of Tecumseh, as adopted by By-law 2017-51. The approval authority considered all submissions received on this application, the effect of which helped the approval authority make an informed decision.

Purpose and Effect of the Official Plan Amendment

The purpose of Official Plan Amendment No. 39 is to introduce a site-specific policy pertaining to the General Commercial land use designation for the property at 11941 Tecumseh Road that would allow for a five-storey condominium apartment building on the northerly portion of the lot comprising 51 dwelling units and one live-work unit. The southern portion of the property will be primarily occupied by an associated on-site parking lot with access from the driveway proposed along the east side of the property. Additionally, any development on the property must be designed in such a way as to accommodate a mutual vehicular access lane, pedestrian pathway and a potential municipal servicing corridor along the eastern side lot line in order to facilitate a development of a similar use and scale for the property abutting to the immediate east. A copy of the decision is attached.

When and How to File An Appeal

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

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

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

Who Can File An Appeal

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

When the Decision is Final

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

Getting Additional Information

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

Mailing Address for Filing a Notice of Appeal:

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

Submit notice of appeal to the attention of:

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

DECISION

**With respect to Official Plan Amendment # 39
Official Plan for the Town of Tecumseh
Subsection 17(34) of the Planning Act**

I hereby approve Amendment # 39 to the Official Plan for the Town of Tecumseh, as adopted by By-Law 2017-51.

Dated at Essex, Ontario this 2nd of August, 2017

ORIGINAL SIGNED

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

HUMAN SERVICES SYMPOSIUM

WHAT YOU NEED TO KNOW

1. **WHY ATTEND?** The Association of Municipalities of Ontario (AMO) is excited to be presenting the second annual human services symposium in Mississauga. We continue to endeavor through this symposium to promote and support leadership for sustainable and integrated human services.
2. **WHO SHOULD ATTEND?** If you are passionate about the future of Human Services in Ontario, then this is a Symposium you do not want to miss. The Symposium is open to all Human Services professionals, including, but not limited to:
 - Municipal Elected Officials
 - Individuals working in:
 - Human Services Integration
 - Early Learning and Child Care
 - Social Assistance
 - Employment Services
 - Housing Services
 - Homelessness Prevention
 - Community Hubs Development
3. **WHAT'S ON THE PROGRAM?** Full program at a glance will be posted in early July. Session speakers come from many walks of life; from Provincial Ministers and Deputy Ministers, to Municipal Councillors to those with lived experience. Join them and delegates as they explore a variety of topics.
 1. Morning Plenary Sessions include:
 - Moving Forward Together Toward Ending Poverty and Chronic Homelessness
 - Engaging Indigenous Peoples in Human Services Planning
 - Integrated, Collaborative, and Citizen Focused Human Services
 - Transforming Human Services in Ontario for the 21st Century
 - Achieving Community Safety and Well-Being through Human Service Interventions
 2. Afternoon Concurrents include:
 - Stream A
 - Addressing Complex Social Issues Through New Approaches
 - Leveraging Municipal Purchasing Power for Community Benefits
 - Stream B
 - Enhancing the Municipal Role in Immigration Attraction and Settlement
 - Income Security Reform for Ontario
4. **ASK US ABOUT DISCOUNTS:** Email events@amo.on.ca and ask about our municipal staff plus elected official discount program.
5. **EARLY BIRD EXTENDED:** Take advantage of early bird rates until Canada Day!

*subject to change



DATE AND TIME

Thursday, September 21, 2017
 Breakfast at 7:30 am
 Sessions run 8:15 am to 4:30 pm
 Lunch provided

LOCATION

Hilton Toronto Airport Hotel & Suites
 5875 Airport Road,
 Mississauga, ON
 L4V 1N1

To book guestrooms at the Hilton [click here](#).

> [AMO Annual Conference](#)

- › Asset Management - Post Event
- › Human Services Symposium
- › Municipal Labour Relations Symposium
- › Ontario West Municipal Conference
- › Past Events



REGISTER

DOWNLOADS



Registration Form

QUICK LINKS



2016 Symposium Presentations

CONTACT

Navneet Dhaliwal
Special Events & Business Development Coordinator
ndhaliwal@amo.on.ca
T 416.971.9856 ext. 330
TF 1.877.426.6527
F 416.971.6191

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Accessibility | Privacy of Ontario

MUNICIPAL LABOUR RELATIONS SYMPOSIUM

WHAT YOU NEED TO KNOW

1. **WHY ATTEND?** The Association of Municipalities of Ontario (AMO) is excited to be hosting the inaugural Municipal Labour Relations Symposium. Through this event we are endeavouring to promote open dialogue between elected officials and senior staff on prominent topics related to municipal labour relations.
2. **WHO SHOULD ATTEND?** The Symposium is open to all municipal elected officials and members of mid to senior staff.
3. **WHAT'S ON THE PROGRAM?** Full program at a glance will be posted in late July. Topics on the program include:
 - Changing Workplace - The Impacts on Your Municipality
 - What the Future Looks like for a Municipal Workforce
 - Going Part Time - Lessons Learned
 - C-level Performance Measurement
 - Hot Topics in Labour Relations
 - Modified Inflation Indexing (MI²)
 - Workplace Happiness
4. **ASK US ABOUT DISCOUNTS:** Email events@amo.on.ca and ask about our municipal staff plus elected official discount program.
5. **EARLY BIRD EXTENDED:** Take advantage of early bird rates until Canada Day!

*subject to change



DATE AND TIME

Friday, September 22, 2017
 Breakfast at 7:30 am
 Sessions run 8:15 am to 4:30 pm
 Lunch provided

LOCATION

Hilton Toronto Airport Hotel & Suites
 5875 Airport Road,
 Mississauga, ON
 L4V 1N1

To book guestrooms at the Hilton click [here](#).

- > AMO Annual Conference
- > Asset Management - Post Event
- > Human Services Symposium
- > Municipal Labour Relations Symposium
- > Ontario West Municipal Conference
- > Past Events



REGISTER

REGISTRATION



[Registration Form](#)

CONTACT

Navneet Dhaliwal
Special Events & Business Development Coordinator
ndhaliwal@amo.on.ca
T 416.971.9856 ext. 330
TF 1.877.426.6527
F 416.971.6191

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Office of the Director of Council Services/Clerk

Mary S. Brennan, B.A., C.M.O.
Director of Council Services/Clerk

July 27, 2017

Windsor Essex County Environment Committee
Council Services Department
350 City Hall Square, Room 203
Windsor, Ontario
N9A 6S1

**Re: Support for Windsor Essex County Environment Committee
Resolution Pertaining to the Ontario Nuclear Emergency
Response Plan**

Essex County Council, at their meeting of July 19, 2017 considered the Windsor Essex County Environment Committee (WECEC) Resolution regarding the Ontario Nuclear Emergency Response Plan. Essex County Council resolved as follows:

158-2017

Moved By Mr. Bondy

Seconded By Mr. McNamara

That Essex County Council adopt the resolution proposed in the Windsor Essex County Environment Committee Report No. 96 regarding proposed changes to the Provincial Nuclear Emergency Response Plan. **Carried**

If you have any questions or concerns related to this, or another County matter, please feel free to contact the undersigned.

Regards,

Mary Brennan
Director of Council Services/Clerk

Encl. – WECEC Report and Resolution

CC: Office of the Premier of Ontario - Queen's Park, Toronto Ontario, M7A 1A1
kwynne.mpp.co@liberal.ola.org

Support for Windsor Essex County Environment Committee Resolution Pertaining to the Ontario Nuclear Emergency Response Plan

Page 2 of 2

July 27, 2017

Minister of Community Safety and Correctional Service – 18th Floor, 25 Grosvenor Street,
Toronto Ontario M7A 1Y6 MCSCS.Feedback@ontario.ca
Minister of Health and Long Term Care - Hepburn Block, 10th Floor, 80 Grosvenor Street,
Toronto, Ontario M7A 2C4 ehoskins.mpp@liberal.ola.org
Member of Provincial Parliament Essex – Queen's Park, Room 370, West Wing, Main
Legislative Building, Toronto Ontario M7A 1A5 tnatyshak-qp@ndp.on.ca
Member of Provincial Parliament Chatham-Kent Essex – Queen's Park, Room 316, Main
Legislative Building, Toronto Ontario M7A 1A8 rick.nicholls@pc.ola.org
Member of Provincial Parliament Windsor Tecumseh – Queen's Park, Room 363, Main
Legislative Building, Toronto Ontario M7A 1A5 PHatfield-QP@ndp.on.ca
Member of Provincial Parliament Windsor West – Queen's Park, Room 170, Main Legislative
Building, Toronto Ontario M7A 1A5 LGretzky-QP@ndp.on.ca
Municipal Clerks – Windsor vcritchley@citywindsor.ca; Pelee Island k.digiovanni@pelee.ca and
Essex County Municipalities (Amherstburg pparker@amherstburg.ca , Essex rauger@essex.ca,
Lakeshore mmasse@lakeshore.ca , LaSalle bandreat@lasalle.ca , Leamington
rorton@leamington.ca, Kingsville jastrologo@kingsville.ca, Tecumseh lmoy@tecumseh.ca)
Dan Metcalfe, County of Essex dmetcalfe@countyofessex.on.ca

Environment, Transportation Public Safety Standing Committee
Meeting Held June 28, 2017

Report No. 96 of the Windsor Essex County Environment Committee - Windsor and Essex County in close proximity to U.S. based Fermi and Davis-Besse Nuclear Stations

Moved by: Councillor Francis

Seconded by: Councillor Borrelli

Decision Number: **ETPS 509**

THAT Report No. 96 of the Windsor Essex County Environment Committee indicating that:

WHEREAS the Government of Ontario has asked for the public and municipalities to provide recommendations on how it should update the province's Provincial Nuclear Emergency Response Plan (PNERP) before July 15, 2017; and,

WHEREAS Essex County and the City of Windsor are in close proximity to the Michigan-based Fermi nuclear station and Ohio-based Davis-Besse nuclear station; and,

WHEREAS over forty civil society organizations, including the Registered Nurses' Association of Ontario (RNAO) and the Canadian Association of Physicians for the Environment (CAPE), have called on the provincial government to address gaps in current emergency plans by strengthening transparency, protecting vulnerable communities, meeting best practices and protecting drinking water;

THEREFORE BE IT RESOLVED that City of Windsor and County of Essex Council submit the following recommendations to the Government of Ontario to ensure communities living in proximity to the Fermi and the Davis-Besse nuclear stations be accorded the same level of public safety as communities living near the Ontario-based Bruce, Darlington and Pickering nuclear stations.

Recommendations to the Government of Ontario regarding the Provincial Nuclear Emergency Response Plan (PNERP): Include requirements for the pre-distribution and availability of potassium iodide (KI) pills for communities living in proximity to the Fermi and Davis-Besse nuclear stations equivalent to requirements for Ontario-based nuclear stations;

- 1) Recognize public expectations for public safety by ensuring plans are in place to address Fukushima-scale accident;
- 2) Adopt a policy of meeting or exceeding international best practices in nuclear emergency response measures wherever feasible;
- 3)&Require provincial and municipal authorities to regularly identify vulnerable communities within provincial nuclear response zones and prepare emergency measures adapted to the needs of such vulnerable communities;
- 4) Include new requirements for transparency and regular public review, especially with affected communities;
- 5) Ensure awareness campaigns are in place to inform the residents of Southwestern Ontario on how to prepare for a nuclear emergency; and
- 6) Ensure adequate measures are in place to protect drinking water in the event an accident at a Canadian or American-based reactor contaminates the Great Lakes.

And further, that a copy of this resolution BE SENT to:

The municipalities of Essex, Amherstburg, Lakeshore, LaSalle, Leamington, Kingsville, Tecumseh, Windsor, Chatham-Kent;

Windsor Essex County Health Unit

City of Toronto

City of Toronto Office of Emergency Management

Hon. Kathleen Wynne, Premier of Ontario

Minister of Community Safety and Correctional Services

Minister of Health and Long-Term Care

Members of Provincial Parliament

Lisa Gretzky

Percy Hatfield

Taras Natyshak

BE APPROVED as presented.

Carried.

Report No.: SCM 117 /2017

Clerk's File No: MB2017

(Administrative Report attached which was previously distributed as part of the Standing Committee Agenda)

Clerk's Note: The recommendation of both the Standing Committee and the Advisory Committee are the same.



COMMITTEE MATTERS
ETPS Standing Committee
June 28, 2017

Subject: **Report No. 96 of the Windsor Essex County Environment Committee -
Windsor and Essex County in close proximity to U.S. based Fermi and
Davis-Besse Nuclear Stations**

REPORT NO. 96
of the
WINDSOR-ESSEX COUNTY ENVIRONMENT COMMITTEE (WECEC)
of its meeting held
June 8, 2017
at 5:30 o'clock p.m.
Ojibway Nature Centre

Members present at the June 8, 2017 meeting:

Councillor Paul Borrelli, Chair
Councillor Fred Francis
Aldo DiCarlo, Mayor, Town of Amherstburg
Derek Coronado
Debby Grant
Mike Nelson
Joe Passa
Dr. Edwin Tam
Radwan Tamr

Regrets received from:

Nelson Santos, Mayor, Town of Kingsville

Your Committee submits the following recommendations:

WHEREAS the Government of Ontario has asked for the public and municipalities to provide recommendations on how it should update the province's Provincial Nuclear Emergency Response Plan (PNERP) before July 15, 2017; and

WHEREAS Essex County and the City of Windsor are in close proximity to the Michigan-based Fermi nuclear station and Ohio-based Davis-Besse nuclear station; and

WHEREAS over forty civil society organizations, including the Registered Nurses' Association of Ontario (RNAO) and the Canadian Association of Physicians for the Environment (CAPE), have called on the provincial government to address gaps in current emergency plans by strengthening transparency, protecting vulnerable communities, meeting best practices and protecting drinking water;

THEREFORE BE IT RESOLVED that City of Windsor and County of Essex Council submit the following recommendations to the Government of Ontario to ensure communities living in proximity to the Fermi and the Davis-Besse nuclear stations be accorded the same level of public safety as communities living near the Ontario-based Bruce, Darlington and Pickering nuclear stations.

Recommendations to the Government of Ontario regarding the Provincial Nuclear Emergency Response Plan (PNERP): Include requirements for the pre-

distribution and availability of potassium iodide (KI) pills for communities living in proximity to the Fermi and Davis-Besse nuclear stations equivalent to requirements for Ontario-based nuclear stations;

- 1) Recognize public expectations for public safety by ensuring plans are in place to address Fukushima-scale accident;
- 2) Adopt a policy of meeting or exceeding international best practices in nuclear emergency response measures wherever feasible;
- 3) Require provincial and municipal authorities to regularly identify vulnerable communities within provincial nuclear response zones and prepare emergency measures adapted to the needs of such vulnerable communities;
- 4) Include new requirements for transparency and regular public review, especially with affected communities;
- 5) Ensure awareness campaigns are in place to inform the residents of Southwestern Ontario on how to prepare for a nuclear emergency; and
- 6) Ensure adequate measures are in place to protect drinking water in the event an accident at a Canadian or American-based reactor contaminates the Great Lakes.

And further, that a copy of this resolution be sent to:

The municipalities of Essex, Amherstburg, Lakeshore, LaSalle,
Leamington, Kingsville, Tecumseh, Windsor, Chatham-Kent;
Windsor Essex County Health Unit
City of Toronto
City of Toronto Office of Emergency Management
Hon. Kathleen Wynne, Premier of Ontario
Minister of Community Safety and Correctional Services
Minister of Health and Long-Term Care
Members of Provincial Parliament
Lisa Gretzky
Percy Hatfield
Taras Natyshak)

NOTE: Background information is **attached.**

CHAIR

COMMITTEE COORDINATOR

**Report No. 96 of the Windsor Essex County
Environment Committee**

NOTIFICATION	CONTACT INFORMATION
WECEC Committee including resource	On file
Mary Brennan, Director of Council Services, Essex	mbrennan@countyofessex.on.ca
Mary Masse, Town Clerk, Town of Lakeshore	mmasse@lakeshore.ca
Brenda Andreatta, Clerk, Town of Lasalle	bandreat@town.lasalle.on.ca
Jennifer Alexander, Deputy Clerk, Town of Kingsville	jalexander@kingsville.ca
Laura Moy, Clerk, Town of Tecumseh	lmoy@tecumseh.ca
Paula Parker, Town of Amherstburg	pparker@amherstburg.ca
Town of Leamington	111 Erie Street North, Leamington, ON N8H 2Z9
Chatham-Kent	ckinfo@chatham-kent.ca
Windsor Essex County Health Unit	pwong@wechu.org
City of Toronto	311@toronto.ca
Honourable Kathleen Wynne, Premier of Ontario	Kathleen Wynne, Premier Legislative Building, Queen's Park Toronto, ON M7A 1A1
Minister of Community Safety Correctional Services	Community Safety & Correctional Services George Drew Building, 18 th floor 25 Grosvenor Street, Toronto, ON M7A 1Y6
Minister of Health & Long Term Care	Health & Long Term Care Hepburn Block, 10 th floor 80 Grosvenor Street, Toronto, ON M7A 2C4
Lisa Gretzky, MPP Windsor West	LGretzky-QP@ndp.on.ca
Percy Hatfield, MPP Windsor Tecumseh	PHatfield-QP@ndp.on.ca
Taras Natyshak, MPP Essex	TNatyshak-QP@ndp.on.ca



June 5, 2017

Windsor Essex County Environment Committee
Council Services Department
350 City Hall Square Room 203
Windsor, Ontario
N9A 6S1

Re: Advocating for public safety in Windsor and Essex County

Dear members of the Windsor Essex County Environment Committee,

We write to ask you to urge the province to put in place the world-class emergency response plans residents of Windsor and Essex County expect and deserve when it comes to nuclear safety.

On May 15th the province released a Discussion Paper on updating the province's nuclear emergency response plans post Fukushima. The Province has requested public comment by July 14th

Windsor and Essex County are in close proximity to the American-based Fermi and Davis-Besse nuclear stations and would likely be impacted in the event of a nuclear emergency. That said, we fear Windsor and Essex County may receive less attention on nuclear safety matters from provincial authorities than communities with Ontario-based reactors.

Attached to this letter you'll find policy suggestions on how the Province could strengthen nuclear emergency response measures and the transparency and accountability of provincial emergency planning. *A Call for Public Safety: Addressing Nuclear Risks on the Great Lakes* has been endorsed by over forty organizations, including Registered Nurses Association of Ontario (RNAO), the David Suzuki Foundation and Canadian Association of Physicians for the Environment.

Based on our review of international best practices and lessons from Fukushima, we recommend strengthening the public safety of Ontarians by:

- Upgrading emergency measures to provide for worst-case accidents;
- Strengthening the protections of vulnerable communities in such accidents;

- Protecting drinking water;
- Ensuring transparency and public participation in planning nuclear emergency measures; and,
- Meeting International best practices as to nuclear emergency planning and preparedness.

I hope the attached policy recommendations can assist and inform municipal advocacy on behalf of public safety in Southwestern Ontario.

Thank you for your attention.

Truly,



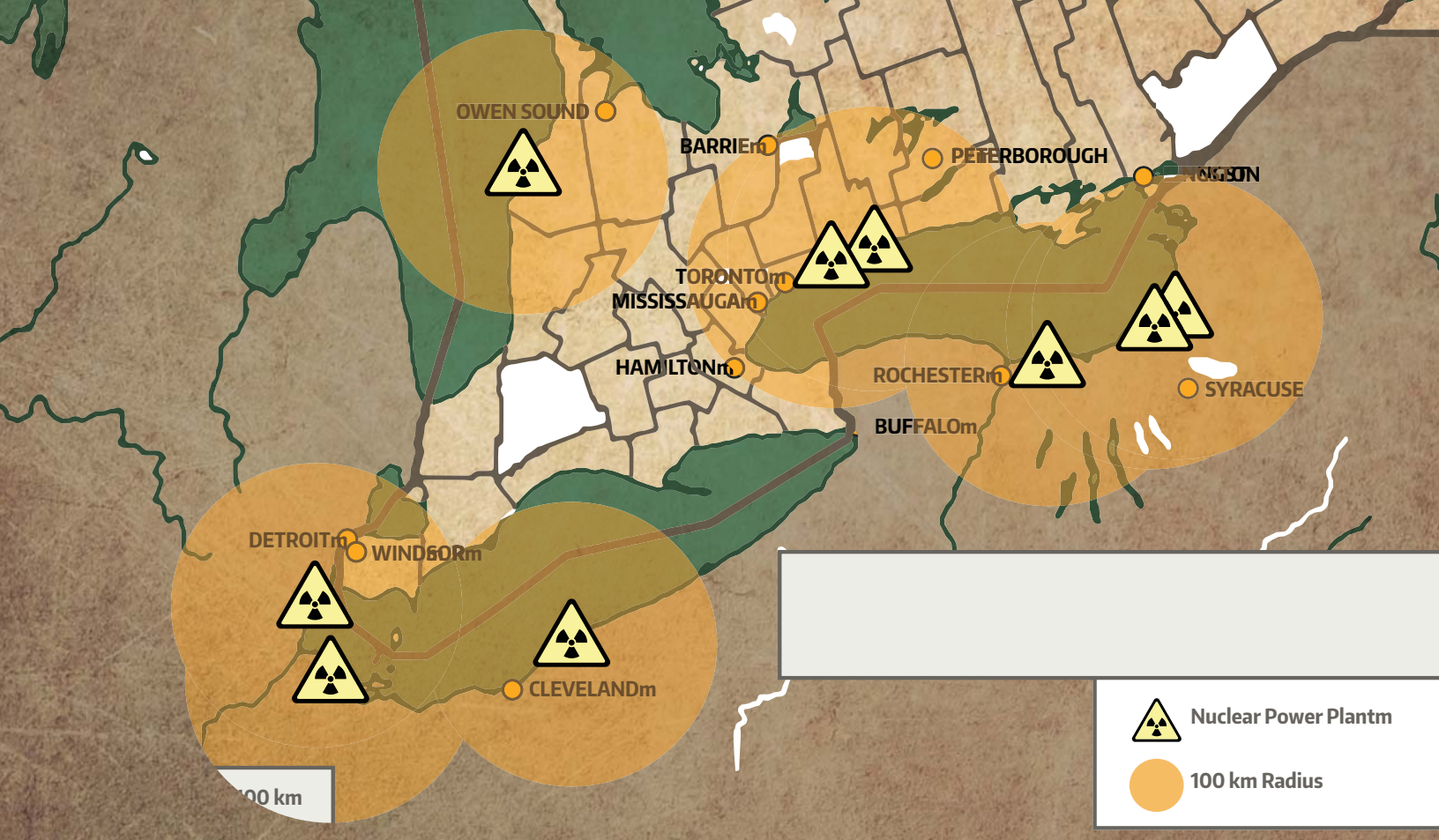
Derek Coronado
Coordinator
Citizens Environment
Alliance of
Southwestern
Ontario



Theresa McClenaghan
Executive Director
Canadian Environmental
Law Association



Shawn-Patrick Stensi
Senior Energy Analyst
Greenpeace Canada



MOST PEOPLE IN SOUTHERN ONTARIO LIVE NEAR AN AGING NUCLEAR REACTOR OPERATING ON EITHER THE CANADIAN OR AMERICAN SHORES OF THE GREAT LAKES.

Historically, Ontario has put in place detailed nuclear emergency response plans to address only a relatively small accidental radiation release.

This must change in light of Fukushima.

We call on the provincial government to ensure nuclear emergency response plans are in place to:

- Protect people from Fukushima-scale accidents;
- Protect vulnerable communities;
- Protect drinking water;
- Ensure transparency and public participation;
- Meet or exceed international best practices.

The Ontario government recently committed to run eighteen aging reactors at the Darlington, Bruce and Pickering stations well beyond their original operational lives. Ten of these aging reactors are in the Greater Toronto Area (GTA) – creating risks for millions of nearby residents.

Aging reactors in the United States at the Fermi, Davis-Besse, Perry, Ginna, Fitzpatrick and Nine Mile Point nuclear stations also put Ontarians and our drinking water at risk.

In light of these risks, the Ontario government should protect public safety and prevent needless risks to health and society by making Ontario's nuclear emergency plans the most robust in the world.



TO PROTECT PEOPLE THE ONTARIO GOVERNMENT SHOULD:

- " Use a Fukushima-scale radioactive release as the baseline "reference accident" for determining offsite protective measures, such as alerts, evacuation, and potassium iodide (KI) pre-distribution.^{1j}
- " Regularly publish modelling on Fukushima-scale accidents at the Bruce, Pickering, j Darlington nuclear stations to confirm the adequacy of offsite emergency response. j
- " Expand emergency planning areas to align with the impacts of Fukushima, including at least j a 20 km evacuation zone. j
- " Ensure all municipalities within 100 km of a nuclear station, including American reactors, j develop and maintain nuclear emergency response plans. j

BACKGROUND

- " To create a nuclear emergency plan, the first public safety decision is selecting the **scale** of reactor accident. jThe scale of accident chosen is referred to as the "planning basis" or a j "reference accident." j
- " ntario 's current "planning basis" was effectively established before the 1986 Chernobyl j accident. jIt assumes delayed radioactive releases that are significantly smaller than j Fukushima or Chernobyl.^{2j}
- " Following selection of a reference accident, the second public safety decision involves j determining what **protective measures** should be in place. Protective measures protect j people from radiation exposure. jExamples include evacuation or ingesting potassium iodide j (KI), which reduces your thyroid's exposure to radioactive iodine. j
- " ntario 's current emergency measures are geographically limited to areas close to j nuclear stations due to the current small-scale "reference accident". This includes a 10 km j evacuation zone also known as the "Primary Zone" and a "Secondary Zone" j that varies in j size between 50 – 80 km. j
- " ccording to a joint committee of European nuclear regulators and radiation protection j authorities struck following Fukushima: "...an accident comparable to Fukushima would j require protective actions such as evacuation to around 20 km and sheltering to around 100 j km. These actions would be combined with the intake of stable iodine."^{3j}

¹ The Fukushima accident released approximately 520 Peta Becquerels of radioactivity. A Becquerel is equivalent to one nuclear decay per second. The radioactive releases from Fukushima were approximately ten times larger than the highest level (level seven) accident on the International Atomic Energy Agency's (IAEA) International Nuclear Event Scale (INES). t

² Following the Three Mile Island accident the province began considering how to prepare for a nuclear emergency. In 1985, the Working Group # 3 report recommended the technical basis and reference accident that still effectively serves as the basis for offsite emergency plans.

³ Heads of the European Radiological protection Competent Authorities (HERCA) and Western European Nuclear Regulators' Association (WENRA), Ad hoc High-Level Task Force on Emergencies (AtHLET), Position paper, 22 October 2014 t

- "Belgium's Superior Health Council recommended in 2016 that the government adopt a "precautionary approach" to emergency planning and consider large, previously ignored radiation release scenarios.⁴ It also recommended that "based on the experience of past accidents, the areas covered by the plan for sheltering, the distribution of stable iodine and evacuation [should] be extended to cover realistic distances."⁵
- "Modelling of a Fukushima-scale radioactive release by the German Commission on Radiological Protection (SSK) recommended expanding evacuation zones around German reactors from 10 to 20 km; preparing radiation monitoring programs out to 100 km to determine in the event of an accident whether additional evacuations, sheltering or KI consumption is required; and, preparations for KI consumption for children and pregnant women living beyond 100 km."⁶
- "Following the Fukushima disaster, Japan's nuclear regulator observed: "A general lesson learned from the Fukushima accident, as well as the accidents at Three Mile Island and Chernobyl, is that there was an implicit assumption that such severe accidents could not happen, and thus sufficient attention had not been paid to preparedness for the accidents by the operators and the regulatory authorities."⁷

⁴ Conseil Supérieur de la Santé, Conseil Supérieur de la Santé, Accidents nucléaires, environnement et santé après Fukushima. Planification d'urgence, AVIS DU CONSEIL SUPERIEUR DE LA SANTE N° 9235, février 2016, pgs 88.

⁵ Conseil Supérieur de la Santé, 2016, pg 83.

⁶ German Commission on Radiological Protection (SSK), Planning areas for emergency response near nuclear power plants, 2014. p

⁷ P. Homma et al., "Radiation protection issues on preparedness and response for a severe nuclear accident: experiences of the Fukushima accident," ICRP 2013 Proceedings, pgs 347- 356.



TO PROTECT VULNERABLE COMMUNITIES, ONTARIO'S NUCLEAR EMERGENCY PLANS SHOULD:

- " Identify vulnerable groups, such as people with disabilities, babies, children, pregnant k women, people residing in retirement homes, and hospital patients who may need to be k evacuated in the event of a Fukushima-scale accident. k
- " Require clear plans to assist vulnerable groups before and after evacuation, including k support from health care practitioners. k
- " Acknowledge that operating reactors in densely populated areas like the Greater Toronto k Area (GTA) will complicate emergency response in the event of a major reactor accident and k require detailed plans for large-scale evacuation in the short-term and the accommodation k of large populations in the long-term. k
- " At a minimum, pre-stock potassium iodide (KI) pills in all schools within 100 km of all nuclear k stations in or near Ontario. k

BACKGROUND

- " Deaths in vulnerable communities, particularly the elderly, during evacuations following k the Fukushima disaster have largely been attributed to the lack of pre-planned health care k provision including evacuation logistics.^{8k}
- " Belgium's Superior Health Council concluded that siting reactors near densely populated k areas would significantly complicate emergency response, compared to the sparsely k populated area around Fukushima. To address this vulnerability, the Council recommended k that plans be in place for the evacuation and long-term displacement of large populations.^{9k}
- " A committee charged with investigating the Fukushima disaster by the kapanese k government concluded: "An accident at a nuclear power station has risks to bring about k damage in vast areas. Nuclear operators on one hand, nuclear regulators on the other, k should establish a systematic activity to identify all risk potentials from the "disaster k victims' standpoint" when designing, constructing and operating such nuclear systems, for k ensuring credible nuclear safety including evacuation."^{10k}
- " The German Commission on Radiological Protection recommended in 2014 that authorities k have in place "concrete plans" to provide k I pills to "children and young people up to the age k of 18 and to pregnant women" over the entire territory of Germany.^{11k}
- " Belgium's Superior Health Council also recommended having plans in place to distribute k I k pills to vulnerable communities, including children as well as pregnant and breastfeeding k women up to 100 km from any nuclear station. It also recommended that the effectiveness k of large-scale distribution strategies should be regularly and carefully evaluated.^{12k}

⁸ A. Hasegawa et al., "Emergency Responses and Health Consequences after the Fukushima Accident; Evacuation and Relocation," *Clinical Oncology*, 28 (2016) 237

Conseil Supérieur de la Santé, 2016, pg 85.

¹⁰ International Investigation Committee on the Accident at Fukushima Nuclear, July 23, 2012, pg 490. Power 9 Stations of Tokyo Electric Power Company, July 23, 2012 9

¹¹ German Commission on Radiological Protection (SSK), 2014, pg 21. 9

¹² Conseil Supérieur de la Santé, 2016, pg 69.



TO PROTECT DRINKING WATER, ONTARIO'S NUCLEAR EMERGENCY PLANS SHOULD:

- LI Provide alternative sources of drinking water for residents whose drinking water is sourced from any of the Great Lakes on which a nuclear power plant is located.
- LI Ensure alternative drinking water sources are identified, and that logistical plans to supply the impacted population with these alternative sources are in place to last indefinitely.
- LI Model and publish Fukushima-scale accidents at nuclear stations on the Canadian and American sides of the Great Lakes to assess impacts on drinking water supplies and aquatic ecosystems.

|

BACKGROUND

- LI The Fukushima accident caused significant – and ongoing – radioactive emissions to the Pacific Ocean, contaminating aquatic ecosystems and food supplies.
- LI The Great Lakes provide drinking water for approximately 40 million Canadians and Americans.
- LI There are ten reactors at the Pickering and Darlington nuclear stations operating on the Canadian side of Lake Ontario.
- LI There are eight reactors operating on the Canadian side of Lake Huron at the Bruce nuclear station.
- LI There are three reactors operating at the Fermi, Davis-Besse and Perry nuclear stations on the US side of Lake Erie.
- LI There are four reactors operating on the US side of Lake Ontario at the Fitzpatrick, Nine Mile Point and Ginna nuclear stations.
- LI Belgium's Superior Health Council recommended the government pay special attention to the circulation of radioactivity in water following a major accident, noting the short term risk to drinking water and the long-term risk of contamination of agriculture and the environment.¹³

¹³ Conseil Supérieur de la Santé, 2016, pg 86.



TO PREVENT COMPLACENCY AND ENABLE PUBLIC PARTICIPATION, THE ONTARIO GOVERNMENT SHOULD:

- " Apply the government's Open Government policy to nuclear emergency planning and I require detailed government information on nuclear emergency planning be available by I default, including accident modelling. I
- " Require regular five-year reviews and detailed consultations with the public and affected I communities as to continuous improvement of both the planning basis and emergency I response measures. I

BACKGROUND

- " Premier Kathleen Wynne has stated her government's goal is to become "the most open and I transparent government in Canada." I
- " There are currently no legal requirements for the Ontario government to regularly review I and consult communities on the adequacy and acceptability of offsite nuclear I emergency planning. I
- " International Commission on Radiological Protection (ICRP) recommends: "During planning, I it is essential that the plan is discussed, to the extent practicable, with relevant stakehold-I ers, including other authorities, responders, the public, etc. Otherwise, it wil be difficult to I implement the plan effectively during the response."¹⁴ I
- " In its recommendation that "vulnerability analysis" be the basis of nuclear emergency I planning, Belgium's Superior Health Council noted that such an analysis requires the KI participation of all affected stakeholders, including citizens."¹⁵ KI
- " The Japanese government's investigation into the Fukushima disaster found that people I responsible for and involved in responding to the accident were unfamiliar with protective I measures and that emergency plans had not been recently updated and were incomplete."¹⁶ I
- " In November 2015 Durham Region, the host community for the Pickering and Darlington I nuclear stations, passed a motion asking the government of Ontario to "provide all non-I confidential data and studies used in considering changes to Ontario's off-site nuclear I emergency plans."¹⁷ I

¹⁴ Commission on Radiological Protection, Publication 109: Applic' tion of the Commission's Recommendations for ' the Protection of People in Emergency Exposure Situations, Approved by the Commission in October 2008. '

¹⁵ Conseil Supérieur de la Santé, 2016, pg. 17.

¹⁶ The National Diet of Japan, The Official Report of the Fukushima Nuclear Accident Independent Investigation Commission, Executive Summary, 2012. '

¹⁷ Durham Regional Council – Minutes, November 4, 2015, pg. 29.



TO ENSURE ONTARIANS A LEVEL OF PUBLIC SAFETY ON PAR WITH OTHER JURISDICTIONS AND REFLECTING THE EXTREMELY HIGH POPULATION DENSITY IN THE VICINITY OF 10 OF THE OPERATING REACTORS IN THE GREATER TORONTO AREA, THE GOVERNMENT SHOULD:

- " Require nuclear emergency response measures meet or exceed international best practices. p
- " Regularly review and publicly report on international developments and best practices in p offsite nuclear emergency planning as well as on plans to adjust and improve Ontario's plan p to meet or exceed the best practices in other OECD jurisdictions. p

BACKGROUND

- " sing international best practices as a decision-making principle will drive Ontario policy p toward excellence and prioritizes public safety. p
- " Reporting on international best practices will enable public scrutiny and debate by providing p Ontarians with tangible examples of how Ontario's emergency protective measures compare p to other jurisdictions. p
- " Establishing emergency protective measures using a best-practice approach is a means of p addressing the inherent uncertainties in nuclear risks and building trust with the public. p
- " Regularly reporting on international best practices will discourage complacency among p government agencies responsible for nuclear emergency response. p
- " International Atomic Energy Agency safety guidance is in many respects a "lowest common p denominator"¹⁸ standard. p uch standards should only be considered as a safety baseline. p

¹⁸ J. D. Harvie, Review of Licensing Approach Proposed for the Advanced CANDU Reactor, Commissioned by the Canadian Nuclear Safety Commission (RSP-0184C), September 2004, pg 4. u





The Corporation of
THE TOWNSHIP of The Archipelago

9 James Street, Parry Sound, Ontario P2A 1T4
Email: mweaver@thearchipelago.on.ca
Phone: 705-746-4243 ext. 301 • Fax: 705-746-7301

July 26, 2017

The Honourable Bill Mauro
Minister of Municipal Affairs
777 Bay Street – 17th Floor
Toronto, Ontario M5G 2E5

Email: bmauro.mpp.co@liberal.ola.org

Dear Sir,

RE: Reconsider Proposed Changes Under Bill 86. Re: Out of Court Payments

Please be advised that this matter was heard by Council at its Council meeting held on July 21, 2017, and in this regard Council enacted the following resolution:

17-091

**Moved by Councillor French
Seconded by Councillor Walker**

WHEREAS Council for the Township of The Archipelago has received a request for support of a resolution enacted by the Municipality of Killarney regarding the proposed changes under Bill 68 pertaining to out of court payments;

NOW THEREFORE BE IT RESOLVED that Council for the Township of The Archipelago supports the Municipality of Killarney in their request to the Minister of Municipal Affairs to reconsider the proposed changes under Bill 68 pertaining to out of court payments;

BE IT FURTHER RESOLVED THAT a copy of this resolution be forwarded to the Premier of Ontario, Minister of Municipal Affairs, local MPP's, FONOM, AMO and all Ontario Municipalities.

Carried.

Regards,

A handwritten signature in dark ink, appearing to read "Maryann Weaver".

Maryann Weaver
Clerk

cc Hon. Kathleen Wynne, Premier of Ontario
Norm Miller, MPP Parry Sound - Muskoka
Tony Clement, MP Parry Sound - Muskoka
FONOM
AMO
All Ontario Municipalities



***The Corporation of the Municipality of Killarney
32 Commissioner Street
Killarney, Ontario
P0M 2A0***

MOVED BY: Pierre Paquette

SECONDED BY: Nancy Wirtz

RESOLUTION NO. 17-198

BE IT RESOLVED THAT the Municipality of Killarney appeal to the Minister of Municipal Affairs to reconsider the proposed change to the Municipal Act, 2001 as a result of Bill 68 regarding tax registration procedures which would end payments out of court for municipalities. The proposed amendment to Section 380 (8) and (9) would see out of court payments revert back to the Crown;

FURTHER THAT tax sale proceedings involve a significant amount of staff time which is an expense to a municipality and it is only fair that municipalities continue to be eligible for these payments out of court;

FURTHER THAT tax sale revenues assist municipalities with various expenditures which to some extent alleviate the burden of the reduction of revenues of various Provincial grants/programs and the continual "downloading" upon small municipalities.

FURTHER THAT this resolution be forwarded to the Premier of Ontario, the Minister of Municipal Affairs, our local MPP's, FONOM, AMO, Ontario Small Urban Municipalities as well as all Ontario municipalities.

CARRIED

I, Candy K. Beauvais, Clerk Treasurer of the Municipality of Killarney do certify the foregoing to be a true copy of Resolution #17-198 passed in a Regular Council Meeting of The Corporation of the Municipality of Killarney on the 17th day of May, 2017.


Candy K. Beauvais
Clerk Treasurer

MINUTES OF A MEETING OF
THE CORN FESTIVAL COMMITTEE
FOR THE TOWN OF TECUMSEH

DRAFT
NOT YET
APPROVED BY
COMMITTEE

A meeting of the Corn Festival Committee for the Town of Tecumseh was held on Thursday, July 20, 2017, at the Tecumseh Recreation Complex & Arena, 12021 McNorton Street, Tecumseh, Ontario, at 6:30 p.m.

(CF 7-1)
CALL TO ORDER

Chair calls the meeting to order at 6:35 p.m.

(CF 7-2)
ROLL CALL

Present:	Executive Member	Anthony Corona
	Executive Member	David Lozinsky
	Executive Member	Jillian Parent
	Executive Member	John Parent
	Executive Member	Lawrence Pickle
	Executive Member	Leslie Furlan
	Executive Member	Ron Matysek
	Executive Member	Virginia Lopez
Also Present:	Councillor Liaison	Joe Bachetti
	Councillor Liaison (Alternate)	Andrew Dowie
	Manager Recreation Programs & Events	Kerri Rice
Regrets:	Executive Member	Phil Kane

(CF 7-3)
DISCLOSURE OF PECUNIARY INTEREST
None declared.

(CF 7-4)
DELEGATIONS AND COMMUNITY PARTNERS

- Knights of Columbus, Jim Chute
- Progressing on schedule
 - Obtained Special Occasion Permit
 - Will be looking to hire Corn Festival Event staff to assist with set-up and take-down; coordinating with Corn Festival Committee Chairperson
 - Bands confirmed
 - Will be coordinating the Settlers of Catan Tournament on Sunday afternoon; same time and fee as last year
 - Committee Questions/Comments:
 - Any special promotional night such as Reunion Night?
 - Nothing planned
 - The Festival requires the use of the tent for the bingo activity scheduled on Friday and Saturday; 1:30PM-3:00PM
- Optimist Club, Larry Applewhaite
- In discussions with Bonduelle to finalize the corn booth requirements
 - Finalizing list and schedule of volunteers
 - Committee Questions/Comments:
 - Has the Optimist Club reached out to community volunteer organizations such as the Scouts?
 - Yes, reached out to organizations such as the University and St. Clair College

- Committee recommends that the Optimist Club consider speaking to the Tecumseh Scouts as they have volunteered in the past
- Corn Festival Committee Chairperson informed the committee that the Optimist Club will be providing a direct sponsorship to Bike Windsor-Essex for them to coordinate the Bike Valet service at the festival. Committee expressed appreciation.

(CF 7-5)

COMMUNICATIONS

a) Corn Festival Committee Minutes, May 25, 2017

Motion: (CF-22/17) Moved by Executive Member John Parent
 Seconded by Executive Member Jillian Parent

To defer Communications Item 7.5 a) to the next scheduled meeting.

Carried

b) Corn Festival Committee Minutes, June 22, 2017

Motion: (CF-23/17) Moved by Executive Member Anthony Corona
 Seconded by Executive Member Jillian Parent

That the June 22, 2017 Corn Festival Committee Minutes as amended, be adopted.

Carried

(CF 7-6)

REPORTS

a) Chair Report

- Chairperson expressed appreciation to all of the members for their work and dedication put forth towards the planning of this year's festival
- Upcoming meetings under Agenda Item 7.9; the Chair suggests that there is not a need for a formal meeting on August 17, 2017 as items related to the festival would be completed by that time. Chair is looking for comments and opinions from the members.

Motion: (CF-24/17) Moved by Executive Member Vicky Lopez
 Seconded by Executive Member Larry Pickle

That the August 17th meeting be cancelled and in the event a meeting is required it would be scheduled at the call of the Chair.

Carried

- Chair requested the assistance of the Council Liaison's to be the official MCs for the Festival in addition request that they be available for any media interviews related to the festival

b) Classic Car Show & Shirt Orders Report

- Classic Car Show:
 - Applications are available online and at the Recreation Complex
 - shirts are in inventory
- Shirt Orders:
 - The commitment from Vista Print has changed slightly; Vista Print has offered a 50% discount on orders

c) Entertainment and Stage Production Report

- Chair provided an update as submitted by the Entertainment Lead:
 - Thursday: Madelyn Stein, Alessandro Rotondi, Pageant
 - Friday: The Little River Trio, Norm Ackland, Country Justice, Stevie Jewel, Buck Twenty
 - Saturday: Sharon & Bram, Peace Garden, Soul Minors, Brass Transit
 - Sunday: A local performer/act (tbd), Ty Sharron, Hotel California
 - Started media releases earlier today and will be interfacing with the app and website when they are available
 - With Brian's assistance, a variety of acts for the afternoons are booked and are similar to last year
 - In the upcoming weeks, will be looking for people to help during the festival: a stage manager, a backstage manager and several runners (3-4) will be required to

DRAFT

run smoothly; please contact Phil if you know of anyone who may be interested in helping out

- Looking for ideas on supplies for the green rooms; such as beverages, ice, deli trays and towels are the main requirements

d) Financial Strategies Report

- Difficult to secure sponsors this year; receiving many regrets but continuing to seek new sponsorships
- Bonduelle has committed \$10,000 (corporate) and \$3,000 (Tecumseh)
- Chair requested the assistance of all members to reach out to contacts and try to secure sponsorships

e) Information Booth & Merchandise Report

- No report

f) Marketing, Social Media and Photo Contest Report

- Met with radio station representatives; Phil Kane will be producing radio commercials that will be played on the stations
- Will be meeting with Administration to prepare the Prize Packages
- Lakeshore & South Pointe Cinemas; commercial has been finalized and is currently playing
- All other advertising has been booked
- Shoreline requested if the Festival wants to purchase additional copies of the special edition to be handed out at the festival; requested Shoreline to provide a quote
- Will be requesting Shoreline to provide a digital flip-page of the special edition to be posted on the website
- Status of app – progress is slower than expected; working to get the app working soon; will be incorporating the app in late publications

g) Pageant and Bingo Report

- Bingo:
 - Collecting prizes
- Pageant:
 - Dresses are in and practices are going well
 - Photo shoot completed
 - Fundraiser – selling tickets and collecting donations
- Baby Contest (New contest):
 - Applications have been posted
 - Collecting prizes

h) Parade, Nibby Award, Hospitality Report

- Nibby:
 - Applications on the website; no applications received as of today
- Hospitality:
 - VIPs will be provided with meal tickets for after the parade
 - Invitations will be sent by the Mayor's office shortly
- Parade:
 - Application slowly coming in
 - Spoke with Fire Department
 - Looking for one more judge; any recommendations please forward

i) Spirit Squad and Interactive Activities Report

- Colouring contest is prepared
- Contacted all of the volunteers
- Little Kickers will be participating as part of the Interactive Activities on Saturday and Sunday
- Will be purchasing prizes for the games and contests

j) Site Servicing, Vendors, Event Staff Report

- Will be meeting with OPP to discuss scheduling officers at the gates during the evenings while admission is collected
- If there are any special considerations for the set-up and/or park layout, please advise so it may be included in the site plans
- If anyone requires assistance from the Event Staff Utility Crews, please advise with the specific details so it can be included in the schedule
- Utility Carts
 - 7 carts have been rented and assigned for use

- 2 solar carts from Unconquered Sun will be available; please reserve them in advance as they will be scheduled
 - Have arranged for a freezer for bags of ice; these will be available for sale for vendors
 - Committee Questions/Comments:
 - Has the Evacuation Plan been reviewed?
 - Chair, Vice-Chair and Administration will be meeting with OPP and Fire Chief to review the evacuation plan.
- j-1) Charitable Vendor Booth Applications
- Administration confirms that one (1) Charitable Vendor Booth Application was received

Motion: (CF-25/17) Moved by Executive Member Vicky Lopez
Seconded by Executive Member Jillian Parent
That L.C.B.G.W's application for a Charitable Vendor Booth space be approved. Carried

- k) Council Liaison Report
- Acknowledges the time and effort of the volunteers on the committee; appreciation on behalf of Council
 - Administration proceeding with direct negotiations for future corn festival and will bring forward a report for Council's consideration in the fall
 - Committee Questions/Comments:
 - Given the deficit with sponsorships collected to date, are there any guidelines from Council for proceeding with festival plans as it relates to expenditures?
 - Council Liaison advised the Committee to proceed with plans for the festival as required.

(CF 7-7)
UNFINISHED BUSINESS
None.

(CF 7-8)
NEW BUSINESS
a) Committee Photo

(CF 7-8)
NEXT MEETING
The Corn Festival Event Staff and Volunteer Training is scheduled Monday, August 14, 2017, at 5:00 pm. This is a mandatory meeting for all committee members and volunteers.

The next meeting of the Tecumseh Corn Festival Committee will be at the call of the Chair.

An informal gathering of Committee Members and Community Partners is scheduled on Wednesday, August 23, 2017 at 6:00 pm under the *Nibby* Tent at Lacasse Park.

(CF 7-9)
ADJOURNMENT
Motion: (CF-26/17) Moved by Executive Member Leslie Furlan
Seconded by Executive Member John Parent
That the July 20, 2017 Festival Committee meeting be adjourned at 7:57 p.m.

Carried

David Lozinsky, Chairperson

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

A meeting of the Senior Advisory Committee (SAC) for the Town of Tecumseh was held on Thursday, July 20, 2017, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 7-1)

ORDER

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

(SAC 7-2)

ROLL CALL

Members Present:	Member	- Dara Pfeifer O'Connor
	Member	- Nancy Tennant
	Member	- Michelle Phillion

Also Present:	Deputy Clerk	- Christina Hebert
---------------	--------------	--------------------

Absent:	Chair	- Doug Drouillard
	Vice-Chair	- Paul Morand
	Member	- Don Crowder

(SAC 7-3)

DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(SAC 7-4)

DELEGATIONS

None.

(SAC 7-5)

COMMUNICATIONS

Minutes

A. Senior Advisory Committee Meeting held June 22, 2017

Motion: (SAC __/17) Moved by
Seconded by

That the Minutes of the Senior Advisory Committee meeting held June 22, 2017, be approved.

Carried

(SAC 7-6)

REPORTS

None.

(SAC 7-7)

UNFINISHED BUSINESS

Community Safety Workshops

Senior Services Directory

Seniors Community Grant Program

(SAC 7-8)

NEW BUSINESS

(SAC 7-9)

NEXT MEETING

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

(SAC 7-10)

ADJOURNMENT

Motion: (SAC-____/17) Moved by
Seconded by

That there being no further business, the July 20, 2017, meeting of the Senior Advisory Committee be adjourned at _____ p.m.

Carried

Doug Drouillard, Chair

Paul Morand, Vice-Chair

MINUTES OF THE COURT OF REVISION MEETING FOR THE WEBSTER DRAIN

A meeting of the Court of Revision for the Webster Drain was held on Tuesday, July 25, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:30 p.m.

(CR 3-1)

ORDER

The Mayor calls the meeting to order at 6:30 p.m.

(CR 3-2)

ROLL CALL

Present:	Mayor	- Gary McNamara
	Deputy Mayor	- Joe Bachetti
	Councillor	- Andrew Dowie
	Councillor	- Brian Houston
	Councillor	- Tania Jobin
Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Director Public Works & Environmental Services	- Dan Piescic
	Manager Engineering Services	- Phil Bartnik
	Drainage Superintendent	- Sam Paglia
	Administrative Assistant to the Director Corporate Services & Clerk	- Sue White

(CR 3-3)

PECUNIARY INTEREST

None declared.

(CR 3-4)

INTRODUCTION AND PURPOSE OF MEETING

The purpose of the meeting is to hear from any affected owner who wishes to appeal his/her assessment or any part thereof as set out in the Drainage Report, prepared by Rood Engineering Inc., dated June 1, 2017.

(CR 3-5)

DELEGATIONS

There are no delegations present.

(CR 3-6)

COMMUNICATIONS

- A. Notice of First Sitting of Court of Revision, Re: Repair & Improvement to the Webster Drain
- B. By-law No. 2017-46, being a bylaw to provide for the repair and improvements to the Webster Drain
- C. Drainage Superintendent, Report No. 30/17, Re: Webster Drain [Pearce Bridge] – Consider Engineer's Drainage Report
 1. Rood Engineering Inc. Drainage Report, Re: Webster Drain - Pearce Bridge Replacement

Carried

Carried

Laura Moy, Clerk



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 20/17

TO: Mayor and Members of Council

FROM: Christina Hebert, Manager Committee & Community Services

DATE OF REPORT: June 1, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Cat Spay and Neuter Voucher Program
Cat Intake Program
Bi-Annual Update for 2017

RECOMMENDATIONS

It is recommended that:

1. The Cat Spay and Neuter Voucher Program and Cat Intake Program Bi-Annual Update for 2017 Report No. 20/17, be received.

BACKGROUND

Cat Spay and Neuter Voucher Program

At the October 25, 2016, Regular Council Meeting, Council approved the renewal of the Cat Spay and Neuter Voucher Program for 2017 and passed the following Resolution [RCM-366/16]:

THAT The Town of Tecumseh continue the Cat Spay and Neuter Voucher Program (Program) in 2017;

AND THAT the total number of vouchers remain at 95, with a value of \$50 each and allocated as follows:

- 89 Vouchers for the spay or neuter of Feral Cats, to a maximum of five (5) vouchers per caregiver of feral cats; and
- 6 Vouchers for the spay or neuter of Owned Cats, to a maximum of three (3) vouchers per household for low income families;

AND FURTHER THAT the Vouchers be made available early April 2017 and issued on a first come, first serve basis with a 120-day expiry period;

AND FURTHERMORE THAT a Media Release be issued advising of the 2017 Program, along with a notice in the Shoreline Week and Essex Free Press, as well as on the Town's website, Tecumseh App and Social Media (Facebook and Twitter).

As recommended by the Deputy Clerk, under Report No. 45/16, dated September 1, 2016.

Carried

Cat Intake Program

At the October 25, 2016, Regular Council Meeting, Council passed the following Resolution [RCM-364/16]:

THAT the Clerk be authorized to execute the Cat Intake Agreement with the Windsor/Essex County Humane Society for 2017 to permit stray cats to be dropped off at a cost of \$10 to the resident and \$20 to the Town of Tecumseh for each cat;

AND THAT funding for the Cat Intake Program remain \$2,500 in the 2017 Budget;

AND FURTHER THAT information respecting the renewal of the Cat Intake Program be communicated to residents in the local media, as well as on the Town's website, the Tecumseh App and Social Media

[Facebook and Twitter] following execution of the Agreement.

As recommended by the Deputy Clerk, under Report No. 38/16, dated August 31, 2016.

Carried

During the Budget deliberation on November 17, 2016, Council approved the Corporate Services & Clerks Department budget for Animal Control which included funding in the amount of \$4,750 for a Cat Spay and Neuter Voucher Program and \$2,500 for a Cat Intake Program.

COMMENTS

Cat Spay and Neuter Voucher Program 2017

The Cat Spay and Neuter Voucher Program for 2017 (Program), was approved for 95 vouchers being offered with a value of \$50 each.

The Vouchers for the Program were made available to the public on Friday, April 7, 2017. The Program allows for caregivers of feral cats to receive up to a maximum of five (5) vouchers, issued on a first come, first serve basis, with a 120-day expiry period.

From the initial allotment of 89 Feral Cat Vouchers, 74 were issued, leaving 15 vouchers remaining. Six (6) vouchers were made available for Low Income Owned Cats, however, none were issued.

As of, June 30, 2017, 18 out of the 74 Feral Cat Vouchers issued have been redeemed and have had invoices submitted to the Town for payment by the authorized participating Veterinary Hospitals in Essex County. The remaining 56 vouchers will expire on or about August 20, 2017. Feral Cat Vouchers not redeemed following the August 20, 2017, expiration date will be voided and new Feral Cat Vouchers will be issued and made available to the public, along with the remaining 15 vouchers. The intent of the Program is to have as many feral cats as possible spayed or neutered to help reduce the population of feral cats in the Town.

The remaining six (6) Low Income Vouchers for the spay or neuter of Owned Cats will be re-allocated to the Feral Cat Vouchers, due to higher interest in vouchers for Feral Cats by September 1, 2017, in the event no applications are received.

Cat Intake Program 2017

The Cat Intake Program with the Windsor-Essex County Humane Society (WECHS) allows residents to drop off stray cats to the WECHS at a cost of \$10 each. The Town is responsible for payment of the balance of the cost of \$20 each to the WECHS.

The Agreement with the WECHS for the Cat Intake Program has been in place since 2010. In that time, the Cat Intake Program has proven to be very successful for the Town and has received positive participation from residents.

As of June 30, 2017, the current cost to the Cat Intake Program is \$280.00 based on invoices submitted by the WECHS to the Town for payment.

A summary comparing the number of cats dropped off at the WECHS, as of June 30, 2014, June 30, 2015, June 30, 2016, and June 30, 2017, is provided below:

Cat Intake Program				
Month	2014	2015	2016	2017
January	2	2	1	2
February	4	1	1	0
March	3	6	2	3
April	4	4	12	0
May	14	4	7	3
June	30	15	10	6
Total	57	32	33	14
Actual	\$1140.00	\$640.00	\$660.00	\$280.00

Based on the historical trend in previous years, the months of July, August, September and October tend to have a higher rate of cat intakes.

The steady decline in the use of the Cat Intake Program since 2014 and the reduced interest in the Cat Spay and Neuter Voucher Program may be an indicator of the reduction of the feral cat population in the Town which these Programs were intended to accomplish.

It is recommended that the Cat Spay and Neuter Voucher Program and Cat Intake Program Bi-Annual Update for 2017 Report No. 20/17, be received.

CONSULTATIONS

Area Veterinary Hospitals
Windsor Essex County Humane Society

FINANCIAL IMPLICATIONS

The 2017 P&I Animal Control Budget includes funding in the amount of \$4,750 for the Cat Spay and Neuter Voucher Program and \$2,500 for the Cat Intake Program.

It is anticipated that both Programs will be under-utilized by the end of 2017, resulting in a surplus to this budget line item. A review of these Programs will be conducted as part of the 2018 Budget process.

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:

Christina Hebert, BA (Hons), MA, Dipl. M.A.
Manager Committee & Community Services

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1.

CH/



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 21/17

TO: Mayor and Members of Council

FROM: Laura Moy, Director Corporate Services & Clerk

DATE OF REPORT: July 24, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Call for 2017 Award Nominations

RECOMMENDATIONS

It is recommended that:

1. A Notice of Call for Nominations for the 2017 Dr. Henri Breault Community Excellence Award and Donald "Donny" Massender Memorial Volunteer Award, as well as the 2018 Senior of the Year Award (Awards), be placed on the Town's website and Social Media [Facebook and Twitter pages], advertised in the local media, delivered to local charitable and non-profit organizations, displayed on the Town's LED sign, as well as posted in prominent locations in the Town's facilities; and that
2. Nominations received for the Awards be considered at a Special Meeting of Council scheduled for Tuesday, November 28, 2017, at 6:00 pm; and further that
3. Corporate Services & Clerk Report No. 21/17 regarding the nomination and selection process for Awards, be received.

BACKGROUND

The Town's Awards Policy No. 2 (Awards Policy), sets out the process and timelines for submitting Nominations and selecting recipients each year for the Dr. Henri Breault Community Excellence Award (Dr. Breault Award), Donald "Donny" Massender Memorial Volunteer Award (Donny Massender Award) and the Senior of the Year Award.

Oversight of the Awards Policy and the calling of nominations is the responsibility of the Corporate Services & Clerk Department.

The Awards Policy includes a provision that the recipient of the annual Donny Massender Award be nominated for the Provincial June Callwood Outstanding Achievement Award for Volunteerism in Ontario and the Ontario Medal for Good Citizenship. The annual recipient of the Tecumseh Senior of the Year Award is also nominated for the Ontario Senior of the Year Award and the Senior Achievement Award (Canada).

The purpose of this report is for information and to advise on the 2017 process for receiving nominations, in addition to the timelines for selection of award recipients.

COMMENTS

Nominations

The Awards Policy requires Nominations for the Dr. Henri Breault Award, Donny Massender Award and the Senior of the Year Award to be called annually in September by the Clerk.

In accordance with the Awards Policy, the Notice of Call for 2017 Nominations for each of the Awards will be posted to the Town's website and Social Media [Facebook and Twitter], advertised in the local media, delivered to local charitable and non-profit organizations, displayed on the Town's LED sign, as well as posted in prominent locations in the Town's facilities, including the Town Hall, Tecumseh Arena and Cada Library Complex.

The annual closing date for submitting Nominations on the prescribed forms is October 31st as set out in the Awards Policy. Nominations can be submitted online or delivered to the Town Hall. The Nomination Form must be submitted together with the following supporting materials:

- a) Detailed contact information about the person being nominated;
- b) Detailed contact information about the person submitting the nomination;
- c) A summary (maximum 100 words) indicating how long the person submitting the nomination has known the nominee and the reasons believed the nominee is a worthy candidate;
- d) A detailed description of the nominee and his/her achievements including background/history;
- e) Written testimonials (original and signed) from at least two (2) additional persons who can attest to the value and impact of the nominee's achievements; and
- f) Additional information and material in support of the nomination (i.e. other testimonial letters that add substance to the nominee's achievements, publications, media stories, tributes, etc.) The additional materials should provide new information and insight into the nature of the nominee's achievements.

Nominees must be a resident of the Town of Tecumseh, or have lived in the Town. No person shall receive an Award posthumously, in keeping with the Awards Policy.

Award Selection Process

The process for selecting Award recipients is set out in the Awards Policy. The Awards Policy states "all nominations will be considered by Tecumseh Council or a Committee appointed and comprised of Members of Council."

The Awards Policy also states that a Special Meeting is to be scheduled on the second Tuesday of November, either before or after the Regular Meeting of Council, in order that the Members may review the Nominations and select a recipient for each of the Awards.

The late Donny Massender's wife is to be consulted on the selection of the Donny Massender Award.

It is recommended that consideration of the nominations be given by Council at a Special Meeting scheduled for Tuesday, November 28, 2017, at 6:00 pm.

Award Recipients Notification and Investiture

The Award recipients and the respective persons submitting their nominations are to be notified within five (5) working days of Council's decision.

The Dr. Henri Breault Award, Donny Massender Award and the Senior of the Year Award will be presented to the recipients at the 2017 Volunteer Recognition event, at a date to be determined.

A review of the Volunteer Recognition event is being undertaken, including but not limited to: structure, timing and location. Consideration is being given to the event being held during National Volunteer Week in April on a day and time that is more convenient for all participants. More details regarding the review and recommended changes will be provided in a later report.

Other Award Nominations

The recipient of the Donny Massender Award will also be nominated for the June Callwood Outstanding Achievement Award for Volunteerism in Ontario. Nominations for the June Callwood Outstanding Achievement Award must be made by December 5th, annually. Recipients will be presented with the Award by the Ministry of Citizenship and Immigration during National Volunteer Week in April. The Donny Massender Award recipient will also be nominated for the Ontario Medal for Good Citizenship by the July 17th, annual deadline.

The Ministry of Citizenship and Immigration also offers municipalities in Ontario an opportunity to honour one outstanding local Ontarian who, after the age of 65, has enriched the social, cultural or civic life of his or her community. The deadline for submitting nominations to the Ministry for the Senior of the Year Award is April 30th, each year. The nomination selected by Council for the 2018 Senior of the Year Award will be submitted to the Ministry.

Municipalities are notified by the Ministry prior to June of each year, as to the disposition of their nomination. The month of June has been identified by the Ministry Responsible for Seniors as Seniors' Month.

Traditionally, the Senior of the Year Award is presented by Council at a regular public meeting during the month of June and the Award recipient has been recognized at the 2018 Corn Festival, as well as the Volunteer Recognition event.

The recipient of the Tecumseh Senior of the Year Award will also be nominated for the Senior Achievement Award (Canada) by the June 15th annual deadline.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

The cost of notices for the Awards is included in the 2017 Budget.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): None

LM/sw



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 22/17

TO: Mayor and Members of Council

FROM: Laura Moy, Director Corporate Services & Clerk

DATE OF REPORT: July 24, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Advisory and Statutory Committees
Call for 2018 Applications

RECOMMENDATIONS

It is recommended that:

1. Direction be provided on a one year appointment of a member of Council to the Committee of Adjustment, or to calling for applications to fill the position;
2. A Notice of Call be issued for Applications for the:
 - a. Committee of Adjustment (if directed);
 - b. Tecumseh Accessibility Advisory Committee;
 - c. Cultural & Arts Advisory Committee;
 - d. Heritage Committee;
 - e. Senior Advisory Committee; and
 - f. Youth Advisory Committee.
3. The Notice be posted on the Town's website, Facebook and Twitter page, advertised in the local media, displayed on the Town's LED signs and posted in prominent locations in the Town's facilities [i.e. Town Hall, Tecumseh Arena and Cada Library Complex];
4. A Special Meeting of Council be held on Tuesday, November 28, 2017, at 6:00 pm, to give consideration to the applications received before the October 31st deadline and to consider filling the vacancies on the above referenced committees.

BACKGROUND

The Committee/Local Board Application and Appointment Policy No. 4 (Policy) was initially approved by the Policies & Priorities Committee at their meeting held on February 22, 2011. The Policy establishes timelines for calling and receiving applications for Committees and Local Boards and a process for reviewing the applications, as well as selecting persons to be appointed to the respective Committees and Local Boards.

The term of Committee and Local Board Appointments is the full term of Council.

The Policy requires that applications for appointments, to fill any vacancies that may occur for any Committee or Local Board in a non-election year, be called in September by the Clerk.

Notice of a call for Applications to the Advisory Committees, Statutory Committees and Local Boards is to be posted on the Town's website and social media, advertised in the local media, displayed on the Town's LED signs and posted in prominent locations in the Town's facilities [i.e. Town Hall, Tecumseh Arena and Cada Library Complex].

In accordance with the Policy, persons wishing to be appointed to a Committee must complete and submit a prescribed Application Form for the Committee to which they are seeking an appointment. Original and complete Application Forms are to be submitted to the Clerk on or before October 31st annually.

Applicants must be a resident, or owner/tenant of land in the Town of Tecumseh; a Canadian citizen; and at least 18 years of age, unless otherwise indicated [i.e. Youth Advisory Committee members must be 13-23 years and Senior Advisory Committee members must be at least 60 years].

Applicants may not be an employee of the Town, nor prohibited by law from voting in a municipal election.

COMMENTS

A brief description of each of the Committees is given in the paragraphs which follow. Tables are also provided which list the current Committee and Local Board Members, as well as Council Members who have been appointed to act as a liaison.

Committee of Adjustment

The Committee of Adjustment (CofA) is responsible for holding hearings under the *Planning Act R.S.O. 1990, c.P.13* (Planning Act) with respect to minor variances to the Town's Zoning By-law and applications for consents to severances which result in the creation of a new lot(s) or lot additions.

The *Planning Act* permits the council of the municipality, by by-law, to constitute and appoint a CofA for the municipality composed of such persons, not fewer than three (3), as the council considers advisable.

The members of the CofA who are not members of a municipal council shall hold office for the term of the council that appointed them, and the members of the CofA who are members of a municipal council shall be appointed annually.

The CofA for the Town is comprised of seven (7) members comprised of six (6) members from the public who are currently appointed for Council's term of office in accordance with the *Planning Act*. Councillor Bill Altenhof is currently appointed for the term ending December 31, 2017. The past practice by Council has been to appoint at least one member from each of the four (4) Wards.

Meetings of the CofA are regularly held once a month on the third Monday at 5:00 pm in the Council Chambers of Tecumseh Town Hall.

The following is a list of members on the Committee of Adjustment:

<i>Committee of Adjustment</i>	
Council: <ul style="list-style-type: none"> • Councillor Bill Altenhof 	
Members: <ul style="list-style-type: none"> • Lee Anne Doyle • Tom Fuerth • Tom Marentette • Paul Morand • Tony Muscedere • Robert James Mackie 	

Direction of Council is requested on whether to request applications from members of the public interested in serving on the CofA, in September, or appointing a member of Council for a one year term.

Property Standards Committee

The Town's Property Standards By-law provides for a Property Standards Committee comprised of three (3) members. The members of this Committee are selected by Council from the Committee of Adjustment. The Property Standards Committee considers appeals from orders issued by the Property Standards Officer.

Meetings of this Committee are only required when someone appeals such an order.

The following is a list of members on the Property Standards Committee:

<i>Property Standards Committee</i>	
<ul style="list-style-type: none"> • Lee Anne Doyle • Paul Morand • Tom Marentette • Tony Muscedere (Alternate) 	

There are no current vacant positions on the Property Standards Committee.

Tecumseh Accessibility Advisory Committee

The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) paragraph 29(1) requires municipalities with a population of not less than 10,000 to establish an Accessibility Advisory Committee to advise Council each year about the preparation, implementation and effectiveness of the municipality's Accessibility Plan, in addition to other obligations as established by the AODA.

Section 29(3) of the AODA requires that the majority of the members of the Committee be persons with disabilities.

The Tecumseh Accessibility Advisory Committee normally meets quarterly at 12:00 pm at Town Hall.

Currently, seven (7) members are appointed to the TAAC, four (4) of which are persons with disabilities. While the TAAC currently meets the composition requirement of the AODA, it is recommended that additional members, being persons with a disability, be sought for greater diversity.

The following is a list of members on the TAAC for the remaining term of Council:

<i>Tecumseh Accessibility Advisory Committee</i>	
Council: Councillor Tania Jobin Members: <ul style="list-style-type: none"> • Mary Anne Askin • Terry England • Ron Doherty • Ron Matsyek • Linda Stanczak • David Golden 	

Cultural & Arts Advisory Committee

Tecumseh Council established a Cultural & Arts Advisory Committee (CAAC) under the following Terms of Reference:

- identify cultural activities and engagements encouraging community participation;
- obtain artwork depicting local diverse talents and landmarks in addition to the unique features of the Town, preserving the Town's various histories in the former municipalities of the Town of Tecumseh, Village of St. Clair Beach and Township of Sandwich South, and capturing the essence and spirit of the amalgamated Town;
- identify prominent locations within the Town for public display of artwork; and
- research grants and acquire donations for achieving such goals.

The meetings of the Committee are regularly held once a month on the third Monday at 7:00 pm at Town Hall.

The following is a list of the current members of the CAAC:

<i>Cultural & Arts Advisory Committee</i>	
Council: <ul style="list-style-type: none"> • Rita Ossington • Brian Houston Members: <ul style="list-style-type: none"> • Jerome Baillargeon • Ian Froese • Dwayne Ellis • Rhonda Dupuis • Marian Drouillard • Phil Kane 	

Heritage Committee

The Heritage Committee is appointed under the *Ontario Heritage Act*. The Committee may advise on matters related to the Act and to properties in the Town that have Cultural Heritage Value and which the Town may wish to protect from destruction or harmful change by passing of a Designation By-law as provided for in the *Ontario Heritage Act*.

Tecumseh Council is required, under the *Ontario Heritage Act*, to consult with its Heritage Committee during the designation/repeal-of-designation process for individual properties or districts and on applications to demolish/remove structures from, or otherwise alter designated properties.

Statutory role of the Municipal Heritage Committee:

- Designation - advise Council prior to the designation of a property;
- Repeal of Designation - advise Council prior to the repeal of a by-law or part thereof designating property;
- Amendment of Designation - advise Council prior to the amendment of a by-law or part thereof designating a property;
- Alteration of a Designated Property - advise Council on applications to alter a designated property where such proposed alteration may affect the reasons for designation as set out in the by-law designating the property;
- Demolition - advise Council on applications to demolish or remove any building or structure on designated property;
- Easements / Covenants - advise Council before the passing of by-laws providing for the entering into of easements or covenants with the owners of real property, or interests therein, for the conservation of buildings of historical or architectural value or interest; and
- Districts - advise Council before passing a by-law to define one or more areas to be examined for designation as a heritage conservation district.

Meetings of the Heritage Committee are regularly held once a month on the third Monday at 6:00 pm, at Tecumseh Town Hall.

The following is a list of the current members of the Heritage Committee:

<i>Heritage Committee</i>	
Council:	
<ul style="list-style-type: none"> • Brian Houston • Rita Ossington 	
Members:	
<ul style="list-style-type: none"> • Ian Froese • Jerome Baillargeon • Dwayne Ellis • Rhonda Dupuis • Terry England • Chris Carpenter 	

Applications will be requested from the public interested in serving on the CAAC and/or Heritage Committees, in September, to expand and diversify composition.

Senior Advisory Committee

The first Senior Advisory Committee (SAC) was established in 2016. The purpose of the SAC is to provide advice to Council and Administration on issues that affect seniors in the community.

The SAC is comprised of members over the age of 60. Meetings are held at the Tecumseh Town Hall on the last Thursday of each month at 6:00 pm in the Council Chambers.

The following is a list of the current members of the SAC:

Senior Advisory Committee	
<ul style="list-style-type: none">• Paul Morand• Doug Drouillard• Nancy Tennant• Dara Pfeifer O'Connor• Michelle Phillion• Don Crowder	

Applications will be requested from senior members of the public interested in serving on the SAC to expand the composition, in September.

Youth Advisory Committee

The establishment of a Youth Advisory Committee (YAC) was approved by Council as recommended in the Corporate Services & Clerk Report No. 26/15. The first YAC was appointed in 2016 to provide advice to Council and Administration on issues that affect area youth and works with Town departments, agencies and organizations that are involved in youth initiatives.

The YAC is comprised of youth between the ages of 13-23.

Meetings are held in the Council Chambers, of the Tecumseh Town Hall, on the third Monday of each month at 4:30 pm in the Council Chambers.

The following is a list of the current members of the YAC:

Youth Advisory Committee	
<ul style="list-style-type: none">• Kristi Koutros• Paytin Gardner• Rachel Haddad• Hannah Ruuth• Brendan Froese• Andre Ducharme• Ava Ruuth	

Applications will be requested from area youth interested in serving on the YAC to expand the composition, in September, and to fill anticipated future vacant positions in the Fall as a result of some members attending post-secondary education out of the area.

Business Improvement Area (BIA) Board of Management

This non-profit organization represents and promotes a defined geographic area of the Town as a business or shopping area (north of County Road 22). The Board also oversees the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally.

The BIA is governed by a nine (9) member Board of Management comprised of two (2) Directors appointed directly by Council and seven (7) members of the BIA, selected by a vote of the membership of the improvement area. The Board is appointed for the term of Council. Vacancies on the Board during the term are filled by Council appointment.

The BIA meets monthly on the second Wednesday of each month at 7:00 pm in the Tecumseh Room of the Town Hall.

The following is a list of the current Board members:

<i>Business Improvement Area (BIA) Board of Management</i>	
Council – 2017-2018	
Councillor, Brian Houston (Liaison)	
Members:	
<ul style="list-style-type: none"> • Bill Altenhof, Councillor • Paul Bistany, Bistany Real Estate • Candice Dennis, On the Dark Side • Joseph Fratangeli, 3 Lambs Baby Boutique • Maureen Harris, Lakeview Montessori School • Daniel Hofgartner, Buckingham Realty • Tony Nehme, The Job Shoppe • Linda Proctor, Kim Deane Lawyer • Jules Champoux, Desjardins Financial Security Independent 	

There are currently no vacant positions on the Board.

Police Services Board

The Town currently contracts the services of the Ontario Provincial Police (OPP) for police protection within the community. This contract is administered by the Tecumseh Police Services Board (PSB).

The *Police Services Act* requires a municipality to appoint a Police Services Board. Tecumseh Council established a Police Services Board for the Town comprised of:

- the Head of Council (Mayor) or, if the Mayor chooses not to be a member of the Board, another Member of Council appointed by resolution;
- one Member of Council appointed by resolution;
- one person appointed by resolution of the Council, who is neither a member of the Council nor an employee of the Town; and
- two (2) persons appointed by the Lieutenant Governor in Council.

The responsibilities of the PSB are set out in the *Police Services Act*. The PSB is responsible for the provision of adequate and effective police services in the Town.

Meetings of the PSB are held in the Council Chambers of the Town Hall. The meetings are held bi-monthly on the second Thursday of the month at 4:30 pm.

The following is a list of the current PSB Members and future appointments:

<i>Police Services Board</i>	
Council 2017-2018	
<ul style="list-style-type: none"> • Mayor Gary McNamara • Deputy Mayor Joe Bachetti 	
Council Appointed Member	
<ul style="list-style-type: none"> • Fred Stibbard 	
Lieutenant Governor Appointed Members	
<ul style="list-style-type: none"> • Eleanor Groh • Chris Hales 	

There are no current vacant positions on the PSB.

Essex Power Corporation Board of Directors

The Town of Tecumseh, along with the Towns of Amherstburg, LaSalle and the Municipality of Leamington, are the holders of record and the beneficial owners of issued and outstanding common shares in Essex Power Corporation. The municipalities entered into a Unanimous Shareholder Agreement, dated June 1, 2000, regarding certain aspects of the organization of the affairs of Essex Power Corp. and its subsidiaries and their respective rights and obligations to each other.

Article 3 of the Agreement sets out the structure for the Board of Directors and in particular paragraph 3.05 states that each Municipality shall ensure the election, or appointment of Directors, and shall ensure at all times that one of its nominees is an elected municipal representative and that the other nominee is a non-elected member of the business community.

The Essex Power Corporation Board of Directors generally meets quarterly in the months of March, June, September and December. Meetings are usually held at the Essex Civic Centre, located at 360 Fairview Avenue West, Essex at 4:00 pm on a Wednesday.

It has been the practice of the Municipalities to appoint their Mayor, or Deputy Mayor, as the elected municipal representative to the Essex Power Board.

The Applications for the Essex Power Board non-elected member of the business community, ask that applicants have an accounting and audit, academic, engineering and/or legal background, as well as experience working on a committee or task force.

The following is a list of members on the Essex Power Corporation Board of Directors:

<i>Essex Power Corporation Board of Directors</i>	
Mayor Gary McNamara	2015-2018
Tom Burton	2017-2019

There are no current vacant positions on the Essex Power Corporation Board of Directors.

Member Selection

In non-election years, all applications received to fill any committee member vacancies that may occur will be considered by Council, or a Committee appointed and comprised of Members of Council on the second Tuesday in November, in accordance with the Policy.

In keeping with the Policy's selection process, it is recommended that a Special Meeting of Council be held on Tuesday, November 28, 2017 at 6:00 pm, to give consideration to the applications received before the October 31st deadline and to consider filling the vacancies on the referenced committees.

CONSULTATIONS

None

FINANCIAL IMPLICATIONS

The cost of advertising and calling of Applications for the Committees is included in the 2017 budget.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. None

LM/sw



THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services
Report No. 12/17

TO: Mayor and Members of Council

FROM: Tom Kitsos, Deputy Treasurer & Tax Collector

DATE OF REPORT: July 31, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Budget Variance Report – June 30, 2017

RECOMMENDATIONS

It is recommended that:

1. Financial Services Report # 12/17, Budget Variance Report – June 30, 2017, is received for information.

BACKGROUND

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

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

COMMENTS

Operating Fund

The 2017 Q2 Variance analysis projects a year end surplus of \$169,000 (Tax Supported surplus \$304,000 & Rate Supported deficit \$135,000).

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

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

Tax Supported

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

➤ Council – Lower anticipated professional development and seminar activity resulting in a favourable forecast variance of \$11,000.	(11,000)
➤ Corporate Shared – Taxation revenue was \$236,000 greater than budgeted due to greater than estimated growth in property assessment.	(236,000)
➤ Corporate Shared – OMPF grant revenue continues to decline; coming in at \$11,000 less than budgeted.	11,000
➤ Corporate Shared – EPS dividend \$13,000 greater than budget; transferred to tax stabilization reserve thus no net impact.	0
➤ Corporate Shared – Anticipating insurance to be \$5,000 over budget based on year to date claim activity.	5,000
➤ Corporate Shared – Deficit forecast reflects the \$365,597 allocation of the 2016 surplus, which is offset by an opening surplus adjustment in the financial statement.	0
➤ CAO – Wages and benefits over budget due to CAO retirement.	34,000
➤ CAO – Anticipating a \$7,000 favourable variance for the Intern Program due to position vacancy.	(7,000)
➤ Corporate Services & Clerk – Wages and benefits under budget due to position vacancies.	(23,000)
➤ Fire – Wages and benefits currently anticipated to be at budget. Retirement allowances offset by lower firefighter hours.	0
➤ Conservation Authority under budget as Town budget was developed prior to availability of ERCA budget estimates.	(5,000)
➤ Building – Revenues expected to come in over budget due to an increase in the number of permits issued.	(63,000)
➤ By-law Enforcement over budget primarily due to greater than expected Professional fees – legal costs.	13,000
➤ Crossing Guards wages and benefits over budget due to Pay Equity increases.	5,000
➤ Roadways – Driveway permit revenue over budget as a result of new construction.	(14,000)
➤ Winter Control – Wages and benefits are anticipated to be under budget based on lower labour hours required for snow removal activities in the first quarter.	(7,000)
➤ Winter Control – Anticipating \$35,000 favourable variance in salt expense based on current inventories.	(35,000)
➤ Street Lighting – Current estimates indicate about \$113,000 in electricity cost savings resulting from LED conversion.	(113,000)

➤ Transit – Advertising revenue under \$8,000; delivery of new bus with advertising panels not anticipated until October.	8,000
➤ Transit – Anticipate renting a bus until the new bus is delivered to allow for routine and other maintenance to the current active bus. Estimated cost for an approximate three-month period is \$10,000.	10,000
➤ Storm Sewers – Favourable variance largely as a result of position vacancy.	(4,000)
➤ Garbage Collection – Estimating an unfavourable variance of \$89,000 due to higher unit prices in the new contract.	89,000
➤ Parks – Memorial bench sales of \$6,000 transferred to reserve so no net impact.	0
➤ Special Events – the Town was unsuccessful in its application for Canada Day grant funding. The Canada Day forecast has been decreased to minimize the impact to the budget.	12,000
➤ Corn Festival – Sponsorship revenue is down this year, resulting in an anticipated unfavourable variance of \$15,000.	15,000
➤ Planning and Zoning – Official Plan – Professional Fee – Legal anticipated to be under budget this year. If Official Plan is appealed, the hearing will not take place until 2018. Offset by budgeted reserve transfer; no net impact.	0
➤ Planning and Zoning – Community Improvement Plan – Grant expense expected to be \$20,000 over budget. Offset by transfer from reserve; no net impact.	0
➤ Committee of Adjustment – Less than expected per diems resulting in a favourable variance of \$6,000.	(6,000)
➤ Agriculture & Reforestation – Over budget due to higher wages and benefits costs resulting from significant number of drainage projects.	10,000

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

Rate-Supported

Significant variations from budget are expected to be:

➤ Sanitary – Contract cost is favourable to budget due to lower than estimated sanitary treatment costs charged by the City of Windsor (\$50,000) and lower volumes (\$100,000).	(150,000)
➤ Sanitary – Grant expense anticipated to exceed budget. There continues to be significant uptake in the back water valve and foundation disconnection subsidy programs in 2017 and this is expected to continue for the next few months. As of June 1st, there have been 473 applications. 2016-2017 Program actual costs to date are \$296,000.	320,000
➤ Water – Sales of water to Lakeshore Area E under budget by \$40,000 as most of Area E is now being supplied by Lakeshore.	40,000
➤ Water – Water purchases from Windsor anticipated to show favourable variance due to slightly lower volumes.	(18,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated operating deficit for rate supported departments of \$135,000.

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

Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results. Items of note include:

- The Tender for Pulleyblank Street, Crowder Court, Moro Drive Sanitary Sewer Extension was awarded to D'Amore Construction in the amount of \$2,748,769 excluding HST. PWES Report No. 54/16 provided an estimated project cost of \$3,815,600. Tendered/projected costs total \$3,305,271 which includes construction, engineering, topographic and legal survey, MOE ECA application fee, tender advertisement, hydrovac excavations & CCTV investigations and geotechnical quality assurance. Anticipated surplus is approximately \$510,329.
- The Tender for 8th Concession Road Trunk Sanitary & Watermain Phase 1 was awarded to Coco Paving Inc in the amount of \$3,418,000 excluding HST. PWES Report 54/16 provided an estimated project cost of \$4,722,205. Tendered/projected costs total \$4,064,452 which includes construction, engineering, legal survey, MOE ECA application fee, tender advertisement, OPP traffic control, G-Tel locates, hydrovac excavations and geotechnical quality assurance. Anticipated surplus is approximately \$657,953.
- The Tender for West Branch Delisle Drain Repair and Improvements was awarded to Murray Mills Excavating in the amount of \$120,655 excluding HST. PWES Report 17/17 provided an estimated project cost of \$110,000. The lowest tender received was approximately 110% above the Engineer's report estimate of \$110,000. As a result of the marketplace tenders received for this project, Council was not required to hold a meeting in the manner prescribed by Section 59 (1) of the Drainage Act, as the tendered costs do not exceed the engineer's estimate by 133%.
- The Quote for Construction of Storage Building at St. Mary's Park was awarded to Quinlan Inc in the amount of \$28,760 excluding HST. The projected cost for this project is \$18,000. The total price with non-recoverable HST for this project is \$31,607 which is \$11,607 over budget. Previous pricing received on other Facilities Outside Buildings approved projects was \$28,500, the actual cost of these projects was \$ 18,281 which offsets most of the overage in this project.
- The Tender for 2017 Tar & Chip was awarded to Shepley Road Maintenance Ltd in the amount of \$278,450 excluding HST. Council approved an allocation of \$275,000 for the Tar & Chip and Crack Sealing as recommended within Public Works & Environmental Services Report No. 54/16. The tender as received is higher than the approved allocation; however, Administration notes that the tender includes an additional \$31,500 in provisional repairs that may or may not be used.
- The Tender for 2017 Asphalt Paving Tender was awarded to Coco Paving Inc in the amount of \$843,987 excluding HST. Council approved an allocation of \$846,000 for 2017 asphalt paving work as recommended within PWES Report No.01/17. It should be noted that the tender submitted by Coco Paving Inc. does include \$50,000 in provisional costs, for items such as asphalt escalation. It should also be noted that the tender is based on estimated quantities. The final actual costs will be determined based on actual quantities required. Every attempt will be made to keep the expenditures within the allocated amount of \$846,000.

- The Quotation for the Supply of Tandem Axle Truck and Snow Plow Package was awarded to Team Truck Centers Ltd in the amount of \$282,229 excluding HST. Council considered Public Works & Environmental Services Report No. 13/17 and passed Motion RCM-58/17 that authorized Administration to obtain quotations for the Supply of a Tandem Axle Truck and Snow Plow Package with an estimated price of \$290,000 to be funded from the Fleet Lifecycle Reserve. Anticipated surplus is approximately \$2,802.
- The Tender for the Essex Region Greenway Trail Extension was awarded to Total Source Contracting in the amount of \$474,984 excluding HST and that the Town's commitment of \$180,000 is funded from the Lifecycle Infrastructure Reserve. An application was filed by the Town for Ontario Municipal Cycling Infrastructure Program Funding (OMCIP) in collaboration with ERCA. On March 11 2016 confirmation was received that the Town's funding application to the Ministry was approved. The Town's actual cost including non-rebateable HST is \$484,000 which is well under the \$800,000 submitted for construction costs under the grant application.
- The Tender for the new Tecumseh Fire & Rescue Services Pumper/Rescue Unit 1 was awarded to Fort Garry Fire Trucks in the amount of \$672,000 plus HST. At the Regular Council Meeting on Feb 28, 2017 Council reviewed PWES Report 03/17 and passed motion RCM 58/17 that the funding for the purchase of a new Pumper/Rescue Unit be funded from the Fire Apparatus Lifecycle Reserve for an approved allocation of \$600,000 plus associated costs for outfitting of \$6,000 for a total of \$606,000. Administration recommends increasing the funding from \$606,000 to \$692,000 to reflect the Fort Garry Fire Truck Bid and an additional amount of \$8,000 for outfitting for an allocation shortfall of \$86,000, which will be also be provided from the Fire Apparatus Lifecycle Reserve.
- The Quotation for the Air Quality Control System for the Tecumseh Arena was awarded to CIMCO Refrigeration in the amount of \$38,690. At the Regular Council Meeting on Dec 13th 2016 Council approved Recreational Report REC31/16 Building Five (5) year Capital Projects and one of the approved projects was a new air quality control system at Tecumseh Arena for an approved allocation of \$50,000. The quotation price of \$38,690 is below the approved allocation. Anticipated surplus is approximately \$10,629. The Arena building Maintenance budget will have to be increased an additional \$2,500 per year for sensor calibration and annual maintenance of this system.

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

CONSULTATIONS

All departments

FINANCIAL IMPLICATIONS

Although early forecasts indicate an operating surplus of \$169,000, it is important to note that projections are based on a number of estimates which can vary substantially prior to year-end. Administration will continue to closely monitor the budget. An updated report will be prepared shortly following the 3rd quarter close.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. 2nd Quarter Operating Budget Variance Summary

TK

Attachment 1

**Town of Tecumseh
 2nd Quarter Operating Budget Variance Summary
 Summary of All Units**

	2017 Approved Budget	2017 Year End Forecast	2017 Forecast Surplus/Deficit
Tax Supported			
Council	369,910	357,802	-12,108
Corporate Shared	-14,097,002	-14,081,115	15,887
Administration	2,655,877	2,709,723	53,846
Fire	1,192,869	1,190,164	-2,705
Police	3,217,634	3,214,843	-2,791
Conservation Authority	255,920	251,030	-4,890
Building	162,858	124,061	-38,797
Other Protection	81,165	90,960	9,795
Emergency Measures	28,050	27,762	-288
Public Works	2,029,050	1,898,397	-130,653
Transit	80,559	101,353	20,794
Storm Sewers	355,285	350,200	-5,085
Garbage Collection/Disposal	1,324,200	1,413,506	89,306
Golden Age Club	16,200	15,769	-431
Parks	1,209,016	1,216,742	7,726
Arena	451,749	467,772	16,023
Pool	93,481	95,444	1,963
Recreation Other	28,200	38,502	10,302
Libraries & Culture	-7,375	9,210	16,585
Planning & Zoning	552,354	568,841	16,487
Tax Supported		60,966	60,966
Opening Surplus (shown under Corp. Shared)		-365,597	-365,597
Total Tax Supported		-304,631	-304,631
Rate Supported			
Sanitary Sewers		144,394	144,394
Waterworks System		-8,952	-8,952
Total Rate Supported		135,442	135,442
Total Summary of All Units		-169,189	-169,189



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department
Report No. 19/17

TO: Mayor and Members of Town Council

FROM: Kerri Rice, Manager Recreation Programs & Events

DATE OF REPORT: July 25, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Pathway to Potential 2017 Funding Agreement

RECOMMENDATIONS

It is recommended that:

1. Parks and Recreation Report No. 19/17 respecting the 2017 Pathway to Potential Program be received; and that
2. The Mayor and the Clerk be authorized to execute a Service Agreement between The Corporation of the Town of Tecumseh and The Corporation of the City of Windsor, relating to the Pathway to Potential Program for the 2017 budget year, at no cost to the Town.

BACKGROUND

The Parks and Recreation Department has been involved with the National Child Benefit (NCB) Reinvestment program since 2003. As a result, the department has been able to assist hundreds of families affording them the opportunity to participate in programs such as soccer, hockey, skating, dance and karate. The annual NCB funding received was approximately \$24,000.

On September 24, 2009 Administration received notification from The Corporation of the City of Windsor Social & Health Services indicating that in December 2008 both Windsor City Council and the County of Essex approved the reallocation of National Child Benefit (NCB) funding stream to support a regional poverty reduction strategy called *Pathway to Potential*. According to the notification, the Pathway to Potential Program is aligned with the Ontario Government's Poverty Reduction Strategy and involves a roundtable and action-oriented subcommittee that are working together to develop a comprehensive, multi-year agenda to reduce poverty, mobilize the community to promote awareness, and engage in the development and implementation of strategies that will reduce the poverty rate in our area. The letter further advised Administration that the NCB service contract with the City of Windsor would be terminated as of December 31, 2009.

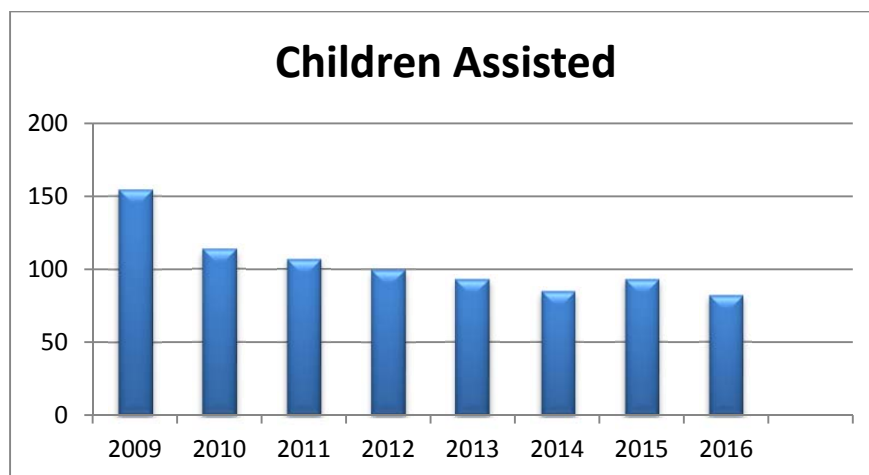
In October 2009 Administration received the Request for Proposal (RFP) for the Pathway to Potential Program. According to the RFP, the poverty reduction plan focuses on five areas: Childcare and Early Learning, Education Skills, Affordable Housing, Income Supports, and Health. The RFP outlined that the Pathway to Potential program would be a three-year period (2010-2012).

In November 2009 Administration submitted a proposal to the RFP for the Pathway to Potential Program. The Town's proposal included a request for funding in the amount of \$24,000 which was equivalent to the funding previously received through the NCB program.

In January 2010, City of Windsor's Administration presented a report to City Council which included recommendations for the Pathway to Potential funding recipients that included a recommendation the Town of Tecumseh receive \$24,000 in funding. Since 2010, the Town of Tecumseh has entered into a yearly Service Agreement for the Pathway to Potential program, in the amount of \$24,000.

Since 2009, the Pathway to Potential program has assisted 829 children. The funding has remained at \$24,000 per year since 2009. As per the chart below, due to rising costs of programs registrations, the number of children participating each year is decreased. The demand for this program continues to increase and Administration endeavors to support the needs of the customers through this program and other available resources and funding partners.

Year	Children Funded	Year	Children Funded
2009	155	2013	93
2010	114	2014	85
2011	107	2015	93
2012	100	2016	82



COMMENTS

In 2016, the Pathway to Potential funding provided 82 participants the opportunity to participate in nearly 100 recreational programs such as hockey, soccer, gymnastics, swimming, fitness and baseball with an average cost of \$597 per participant.

In July, Administration received the 2017 Service Agreement from The Corporation of the City of Windsor for the Pathway to Potential Program (Appendix A).

According to the Service Agreement:

- The Town of Tecumseh will receive twelve equal instalments of \$2,000 in the first week of each month for a total of \$24,000 for the 2017 calendar year.
- The Town of Tecumseh will offer children, youth, adults and seniors living in low income the opportunity to participate in any program offered through the Parks and Recreation Department and with various Community Organizations at 10% of the program cost.
- The Town of Tecumseh will follow the Low Income Cut-Off chart to determine participant eligibility.
- The Town of Tecumseh will be responsible for submitting to the City of Windsor a quarterly report that describes all related activities being performed on behalf of the program, including the number of individuals served.

Administration recommends Council authorize Administration to enter into a Service Agreement with The Corporation of the City of Windsor, regarding the Pathway to Potential Program for the 2017 budget year, at no cost to the Town.

CONSULTATIONS

Director Financial Services & Treasurer
Director Corporate Services & Clerk

FINANCIAL IMPLICATIONS

The Town of Tecumseh will be receiving \$24,000 in funding for the Pathway to Potential program. Ten percent [10%] of the funds are allocated towards administrative fees leaving \$21,600 available to assist residents for registration in recreational programs.

The Pathway to Potential program will be administered through the Parks and Recreation Department. The Parks and Recreation Department will provide quarterly reports to the City of Windsor as outlined in the funding agreement.

LINK TO STRATEGIC PRIORITIES

This event supports the Parks and Recreation Master Plan by working with and supporting local community groups and organizations and taking a leadership role to create opportunities for a wide range of sport, recreation and leisure opportunities.

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Kerri Rice
Manager Recreation Programs & Events

Reviewed by:

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. 2017 Pathway to Potential Funding Agreement

KR

SERVICE AGREEMENT

Basic Provisions: Pathway to Potential Service Contract

B-1. The following are certain basic provisions of this Agreement, which are part of this Agreement, and which are correspondingly referred to in the General Provisions, Special Provisions and Schedules of this Agreement:

Item	Provision
(a) Name & Address of Corporation:	THE CORPORATION OF THE CITY OF WINDSOR Att'n: Community Development and Health Commissioner Suite 301 400 City Hall Square East Windsor, Ontario, N9A 7K6
(b) Name & Address of Service Provider:	CORPORATION OF THE TOWN OF TECUMSEH Att'n: Manager of Recreation Programs/Events 12021 McNorton Street Tecumseh, Ontario, N8N 3Z7
(c) Initial Signing date:	January 1, 2017 - December 31, 2017
(d) Authorization:	Council Resolution: B15/2017
(e) Term:	January 1, 2017 - December 31, 2017
(f) Commencement Date:	January 1, 2017

B-2. This Agreement consists of these Basic Provisions, the attached General Provisions, Special Provisions and Schedules, as well as any other attachments referred to herein or therein, and all such material forms part of this Agreement together with all things, terms and provisions so incorporated.

B-3. In the event of any inconsistency or conflict in this Agreement between the Basic Provisions, Special Provisions, General Provisions and Schedules, then the terms, covenants and conditions of this Agreement shall prevail in the following order:

- (a) Basic Provisions
- (b) Special Provisions
- (c) Schedules
- (d) General Provisions

Amendments bearing later dates shall prevail within each of the above noted categories of this Agreement.

B-4. Any reference in this Agreement to all or any part of any manual, statute, regulation, By-law or Council Resolution shall, unless otherwise stated, be a reference to that manual, statute, regulation, By-law or Council Resolution or the relevant part thereof, as amended, substituted, replaced or re-enacted from time to time.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively.

SIGNED, SEALED AND DELIVERED

Authority
B15/2017
Approved as to
Form and Content
DB
Legal Counsel

Authority
B15/2017
Approved as to
Technical Content
MEB
Manager of Social
Policy and Planning

Authority
B15/2017
Approved as to
Financial Content
[Signature]
City Treasurer and
CFO

fl

) **THE CORPORATION OF THE CITY OF WINDSOR**
)
)
)
) Signature: _____
)
) Name: Jelena Payne
)
) Title: Community Development and Health
) Commissioner OR CAO
)
) I have the authority to bind the Corporation
)
)
) **CORPORATION OF THE TOWN OF TECUMSEH**
)
)
) Signature _____
)
) Name: Kerri Rice Laura Moy
)
) Title: Area Manager, Recreation Programs/Events CLERK
)
) I have the authority to bind the Corporation
)
) Signature _____
) Gary McNamara, Mayor
) **APPROVED BY THE CHIEF**
) **ADMINISTRATIVE OFFICER**

(The Corporation of the City of Windsor)
THIS ____ DAY OF _____,

(Second signature by CAO only required if the net City contribution relative to the Service Contract exceeds \$150,000.00 or is in excess of \$1,000,000.00 gross contribution.)

SPECIAL PROVISIONS

Pathway to Potential

S-1.0 Interpretation

1.1 In this Agreement,

- (a) “Corporate Staff” means the staff of the Corporation of the City of Windsor authorized to exercise the rights and perform the duties of the Corporation under this Agreement.
- (b) “Low Income” means total family income falling at or below the Low Income Cut Off as defined by Statistics Canada and outlined in Schedule C.
- (c) “P2P” means the municipally/county funded Pathway to Potential poverty reduction strategy.

S-2.0 P2P Funding

2.1 The Service Provider receiving P2P funding from the Corporation agrees to comply with all of the conditions and requirements set out by the Corporation under this initiative as follows:

2.1.1 Service Objectives

Programming and services delivered by the Service Provider through P2P must address one or more of the following goals/objectives:

- Direct service programs which focus on transition to higher education, improved skills level, or employment for individuals on a low income with a goal of income security; or
- Direct service programs that promote Social Enterprise and Innovation; or
- Direct service programs that demonstrate ways to break the cycle of poverty for children and youth.

2.1.2 Eligible Services

The range of eligible services provided by the Service Provider could be grounded in, or intersect with, the 2014-2018 priorities identified by Pathway to Potential:

- Literacy and Lifelong Learning
- Income security and equality
- Employment and training
- Food security

2.1.3 Performance Measures

All P2P funded programs will be evaluated based on the outcome measures as set out by the Corporation and the Service Provider.

S-3.0 Service Description

3.1 The Service Provider shall provide the services outlined in Schedule A.

3.2 Services will be delivered to individuals who reside in Windsor-Essex County and are identified as living on a Low Income.

- 3.3 It is expected that this funding will meet the targets as outlined in the attached Budget Schedule. If targets are not achieved to the level indicated in the Budget Schedule, the Corporation may request that funds in an amount reflective of the underachieved targets be returned to the Corporation.

S-4.0 Payment

- 4.1 The Corporation agrees to pay the Service Provider the fees outlined in Schedule B and Budget Schedule subject to the Service Provider complying with paragraphs S-6.0 and S-7.0.

S-5.0 Termination of the Agreement

The Corporation in its sole and absolute discretion may terminate the Agreement upon seven days written notice to the Service Provider.

S-6.0 Records and Reporting Requirements

- 6.1 The Service Provider shall submit to the Executive Director or Designate, a quarterly Report in the form as set out in Schedule E for all services provided pursuant to the terms of this Agreement during the previous quarter within ten (10) business days following the first day of the preceding month.
- 6.2 The quarterly reports will describe all related activities being performed on behalf of the Corporation, including the number of individuals served.
- 6.3 The Service Provider shall submit all required records and reports in formats developed with, or provided by the Corporation within the requested timeframe.
- 6.4 The Service Provider shall submit a Record of Expenditures on a quarterly basis in the format outlined in Schedule D. The Executive Director or Designate will review all Record of Expenditures for approval and processing of payment in keeping with the terms of this agreement.
- 6.5 The Service Provider shall maintain a separate ledger for P2P funding.

S-7.0 Recognition of the Contribution of P2P

- 7.1 The Service Provider shall give appropriate recognition of the contribution of P2P to the Program in its publicity and signage related to the Program, including any information provided to the public on any email, brochure, website or social media account maintained by the Service Provider.
- 7.2 The Service Provider agrees to display such signs, plaques or symbols as P2P or the Corporation may provide in such locations on its premises as P2P may designate.
- 7.3 The Service Provider shall:
- (a) Cooperate with the Corporation during the first announcement of funding and in any subsequent official ceremonies relating to the promotion of the Program.
 - (b) Give appropriate recognition, in terms and in a form and manner satisfactory to the Corporation, of the contribution of P2P in all communication activities relating to the Program.
 - (c) Notify the Corporation in advance of any and all such communication activities mentioned in clause (b).
 - (d) Display such signs, plaques or symbols provided by the Corporation or as may be provided to the Corporation by P2P.

SCHEDULE A

Pathway to Potential

SERVICE DESCRIPTION

Assisted Recreation Program

The Town of Tecumseh will offer children, youth, adults and seniors living in low income the opportunity to participate in any program offered through the Parks and Recreation Department at 10% of the program cost.

The Town of Tecumseh will establish partnerships with various Community Organizations that will also offer children, youth, adults and seniors living in low income the opportunity to participate in recreational and sports activities offered through the Community Organizations at 10% of the program cost.

Participants will be able to participate in one program per session.

Program funding will not be used toward assistance with equipment costs for any of the programs.

The Town of Tecumseh will be responsible for:

- determining which organizations allow the greatest exposure for recreational opportunities
- ensuring a variety of programs
- coordinating a variety of programs to run through-out the year
- ensuring collaboration among organization that offer similar services
- determining an individual's eligibility for the programs using the guidelines provided in Schedule C.

SCHEDULE B

Pathway to Potential

Subject to paragraph S-6.0, The Corporation of the City of Windsor agrees to pay the Service Provider twelve (12) equal installments of \$2,000.00 in the first week of each month. Monthly cash flows will be reconciled at the end of each quarter; March 31st, June 30th, September 30th, and December 31st. Any unused funds at the end of the funding period are to be returned to the Corporation. The total maximum fee that can be charged and paid is \$24,000.00.

SCHEDULE C

Low Income Cut-Off

PATHWAY TO POTENTIAL PROGRAM PARTICIPANTS

SIZE OF FAMILY UNIT	MAXIMUM FAMILY INCOME LEVEL
1 PERSON	\$21,487
2 PERSONS	\$26,748
3 PERSONS	\$32,884
4 PERSONS	\$39,926
5 PERSONS	\$45,282
6 PERSONS	\$51,073
7 OR MORE PERSONS	\$56,861

Chart is based on Stats Canada – Low income cut-offs (1992 base) before tax for the most current year available (2016). Community size 100,000 to 499,999.

Family Income can be determined through the following documents:

- The most current Notice of Assessment from Canada Revenue Agency (line 236)*
- The most current Canada Child Tax Benefit Notice (family net income)*
- Ontario Child Benefit Notice (family net income)*
- Verification of current Ontario Works Benefits
- Verification of current Ontario Disability Support Program Benefits
- Verification of Guaranteed Income Supplement

* If a family's income has changed from the income listed in these documents, once verification of change in employment or employment status is obtained, the income can be recalculated using the gross figures (before tax) from current paystubs.

SCHEDULE D
Pathway to Potential

RECORD OF EXPENDITURES

Name of Corporation:	Phone Number:
Name of Program:	
Contact Person:	
Mailing Address:	
Reporting Period	
From:	To:

Category	Cost Claimed for this Period
Staff Wages & Benefits	
Travel/Transportation	
Occupancy Costs (Rent & Utilities)	
Office Supplies/ Services	
Administrative Costs including management oversight	
Program Expenses	
Insurance	
Audit	
Advertising	
Miscellaneous	
Capital Assets (Equipment & Furnishings)	
Capital Purchase (Renovations)	

Total: _____

**** Payment verification of all approved expenditures must be supported by such substantiating documentation as may be required by the Corporation, including copies of receipts, invoices, and payroll records. Expenses claimed must be net of any applicable HST rebate.**

Name and Title of Authorized Signing Officer – Service Provider (Print)

Signature of Authorized Signing Officer – Service Provider

Date

SCHEDULE E
Pathway to Potential

MEASURABLE CLIENT OUTCOMES

Name of Corporation:	Phone Number:
Name of Program:	
Contact Person:	
Mailing Address:	
Reporting Period	
From:	To:

Participants	Description	City	County
	Number of clients served (unique)		
	0 – 5 Years		
	6 – 12 Years		
	13 – 17 Years		
	18 – 64 Years		
	65+ Years		
	Number of new clients served		
	Number of ongoing clients served		
	Total number of visits		
Program			
	Total number of programs offered		
	Total number of programs accessed by clients		
	Number of individuals that complete the program		
	Number of individuals that advance to the next level		
	Number of individuals that do not complete the program		
	Average number of sessions missed/program		

****All areas of measurable client outcomes must be completed. If there is a reporting requirement that does not apply to your program please indicate such with N/A under the number of clients served.**

Name and Title of Authorized Signing Officer – Service Provider (Print)

Signature of Authorized Signing Officer – Service Provider

Date

The Corporation of the City of Windsor
Pathway to Potential Budget Schedule
Face Sheet

Year
2017



Organization Name: Corporation of the Town of Tecumseh				
Contact Information: Name: Kerri Rice Address: 12021 McNorton Street, Tecumseh, ON, N8N 3Z7		Position: Area Manager, Recreation Programs/Events Phone Number: (519) 735-2184 (Ext. 421) Fax Number: (519) 735-6712		
Commencement Date January 1, 2017		Amendment Number 0	Amendment Date 1-Jan-17	City/County County
Service Name(s) Assisted Recreation Program				
				2017 Fiscal Funding 24,000.00
TOTAL FUNDING				\$ 24,000.00
Operator Authorized Signature(s)				
Signature _____		Date _____		
Signature _____		Date _____		
Corporation Authorized Signature(s)				
Community Development and Health Commissioner _____ Date _____				
Authority B15/2017 Approved as to Technical Content HCB Manager of Social Policy and Planning		Authority B15/2017 Approved as to Financial Content [Signature] City Treasurer and CFO FBR		

The Corporation of the City of Windsor
 Pathway to Potential Budget Schedule

Year
 2017

Organization Name: Corporation of the Town of Tecumseh												
Amendment Date		Amendment #		Service Name		Program 1 - Pathway to Potential						
01-Jan-17		0										
FISCAL EXPENDITURES												
Salaries/Benefits												
Other Service Costs						24,000.00						
Gross Expenditures						24,000.00						
Amendments/Details				Amendment #		Amendment Date						

The Corporation of the City of Windsor

Service Targets

Year
2017

Organization Name: Corporation of the Town of Tecumseh												
Service Targets	Program 1 - Pathway to Potential Services											
1	Service Data	# Clients 0 - 5 years										
	Target	11										
2	Service Data	# Clients 6-12 years										
	Target	53										
3	Service Data	# Clients 13-17 years										
	Target	10										
4	Service Data	# Clients 18-64 years										
	Target	19										
5	Service Data	# Clients 65+ years										
	Target											
6	Service Data	Total City Clients Served										
	Target	17										
7	Service Data	Total County Clients Served										
	Target	76										
8	Service Data	Total Served										
	Target	93										
9	Service Data											
	Target											
10	Service Data											
	Target											
Operator Authorized Signature										City of Windsor Authorized Signature	Amendment #: 0	Date: 01-Jan-17
Signature										Signature		
Date										Date		

GENERAL PROVISIONS: PATHWAY TO POTENTIAL (P2P) FUNDING

G-1.0 INTERPRETATION:

G-1.1 In this Agreement,

- a) "Executive Director" means the "Executive Director of Housing and Children's Services for the Corporation or a Designate;
- b) "Agreement" means this Agreement and the attached Schedule(s) which embody the entire Agreement between the parties;
- c) "Service Provider" means Service Provider set forth in paragraph B-1(b) of this Agreement.
- d) "Corporation" means The Corporation of the City of Windsor acting as a body corporate;
- e) "Year" means a period of twelve (12) months starting on the Commencement Date in B-1(f) of this Agreement.

G-1.2 All of the provisions of this Agreement are to be construed as covenants even where not expressed as such. If any such provision is held to be or rendered invalid, unenforceable, or illegal, then it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force.

G-1.3 Wherever a word importing the singular number only is used in this Agreement, such word shall include the plural. Words importing either gender or firms or corporations shall include the other gender and individuals, firms or corporation where the context so requires.

G-1.4 This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in the Province of Ontario.

G-1.5 This Agreement constitutes the entire agreement between the Parties concerning the premises and may only be amended or supplemented by an agreement in writing signed by both parties.

G-2.0 ADMINISTRATION OF THIS AGREEMENT

G-2.1 The Service Provider shall deal at all times with the Executive Director or a Designate, and any information, instructions, directions, or assistance required by the Service Provider shall be obtained through the Executive Director or Designate.

G-2.2 Where any approval is required, or any decision must be made under the provisions of this Agreement by the Corporation, such approval or decision will be made by the Executive Director or Designate.

G-3.0 SERVICE(S)

G-3.1 The Service Provider agrees to provide services in accordance with the attached Service Description Schedules, Budget Schedule(s), and/or Service Data Schedule(s), and in accordance with the policies, guidelines, and requirements of the Corporation of the City of Windsor as communicated to it.

G-3.2 The Service Provider acknowledges that it has been fully advised of and is completely familiar with the nature and purpose of the services to be provided under this Agreement.

G-3.3 The Service Provider represents and warrants that the Service Provider has the expertise, experience, and knowledge required to provide the Services pursuant to this Agreement and that the Corporation is relying upon such representation and warranty in entering into this Agreement.

G-4.0 PAYMENT

G-4.1 The Parties to this Agreement hereby acknowledge and agree that the Corporation is purchasing the Services under this Agreement pursuant to funding from the Corporation, provincial government, federal government or a combination thereof as the case may be. If at any time this funding is altered, rescinded or terminated, the Corporation reserves the right to terminate this Agreement. The Parties further acknowledge and agree that the purchase of Services under this Agreement in no way obligates the Corporation to continue to purchase the Services or similar services from the Service Provider after the end of the term or the termination of this Agreement.

G-4.2 Subject to the provisions of section 4.1 herein, the Corporation shall pay to the Service Provider, for approved expenditures incurred pursuant to this Agreement, an amount not to exceed the amount stipulated in the Budget Schedule. The Corporation reserves the right to determine the amounts, times, and manner of such payments.

G-4.3 The Service Provider agrees that any errors or omissions with respect to payments made under the Agreement must be reconciled within ninety (90) days of receipt of the payment by the Service Provider.

G-4.4 The Parties agree that the approved budget will be negotiated on or before the start of the applicable fiscal year while this Agreement is in force. In the event of the budget not being re-negotiated by that time, payments will continue to be made in accordance with the approved budget for the immediately preceding fiscal year until such time as the budget is re-negotiated or this Agreement is terminated.

G-4.5 It is agreed and understood that the Corporation may withhold payment if the Service Provider is in breach of its obligations under this Agreement.

G-4.6 The Corporation reserves among all other rights and remedies available to it at law or equity, the right to recover payment in part or in full should the Service Provider breach its obligations under this Agreement.

G-4.7 It is further agreed and understood that in the event targets are not achieved to the level indicated in the Service Data Schedule, or the Service Provider does not spend monies advanced by the Corporation for the approved services, the Corporation may in the Corporation's sole discretion, require the Service Provider to refund such amounts as may be determined by the Corporation. The Service Provider agrees to return such unspent monies to the Corporation.

G-5.0 **TERM OF AGREEMENT AND TERMINATION OF AGREEMENT**

G-5.1 This Agreement shall be in force for the Term set out in paragraph B-1(e) of this Agreement, or until it is superseded or replaced by a subsequent Agreement.

G.5.2 The Corporation may terminate this Agreement by giving sixty (60) days written notice to the Service Provider. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

G.5.3 In the event that the Service Provider terminates this Agreement, either before the end of the Term, or at the end of the Term, the Service Provider shall give the Corporation 60 days prior written notice. Upon such notice being given this Agreement shall terminate and be of no further force and effect on the expiration of the said sixty (60) days.

G-5.4 That if in the opinion of the Corporation the Service Provider fails to comply with any of the terms of this Agreement, and the Corporation gives to the Service Provider written notice of the non-compliance, and the Service Provider fails to remedy the breach within twenty (20) days of the written notice being given, then the Corporation may forthwith terminate this Agreement without any further notice to the Service Provider upon the expiry of the said twenty (20) days.

G.5.5 In the event that the Service Provider becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute relating to bankrupt or insolvent debtors, ceases operations, or in the case of a corporation ceases to be a corporation in good standing under the applicable laws of Ontario or Canada, then this agreement shall terminate upon the date of the happening of such an event.

G-5.6 In case of any dispute under this Agreement, the decision of the Executive Director shall be final and binding upon both Parties.

G-5.7 If the Agreement is terminated in part with respect to the provision of a specific service as outlined in the Service Schedules of the Agreement, all obligations with respect to the provision of all other services continue in full force and effect.

G-5.8 In the event of termination, the Service Provider shall refund to the Corporation any money advanced by the Corporation and not expended in accordance with the approved budget.

G-5.9 It is a condition of this Agreement and every agreement entered into in pursuance of the performance of this Agreement that no right under the Human Rights Code, or other applicable Human Rights Policy will be infringed. Breach of this condition is sufficient grounds for the termination of this Agreement.

G-5.10 Any termination of this Agreement shall be without prejudice to any other rights or remedies the Corporation may have at law or equity, and the Service Provider acknowledges that upon termination, the Corporation may re-procure services the same or similar to the services provided pursuant to this Agreement.

G-5.11 In the case of termination or expiry of this agreement, the provisions of the following sections continue to apply: G-4.3, G-4.5, G-4.6, G-4.7, G-5.8, G-7.1, G-7.2, G-7.3, G-7.3, G-8.1, G-8.2, G-8.3, G-8.4, G-8.5, G-8.6, G-11.1, G-16.1, G-17.1 and G-20.1.

G-6.0 **ACCESS AND CONSULTATION**

G-6.1 The Service Provider will permit the Corporation's staff to enter at reasonable times any premises used by the Service Provider in connection with the provision of services pursuant to this Agreement and under its control in order to observe and evaluate the services and inspect all records relating to the services provided pursuant to this Agreement.

G-6.2 The Service Provider agrees that the staff providing services pursuant to this Agreement will upon reasonable request, be available for consultation with the Corporation's staff.

G-7.0 **SERVICE RECORDS AND REPORTS**

G-7.1 The Service Provider shall maintain full and complete service records respecting each site where service is being provided and prepare and submit at such intervals as indicated in the Service Data Schedule, a report respecting the services being provided pursuant to this Agreement, acceptable to the Corporation's staff which shall include program data such as statistics on target achievements and other such information as the Corporation requires.

G-7.2 For each and every quarter and/or at other times as the Corporation may

reasonably request, the Service Provider will prepare and submit service reports respecting the services provided pursuant to this Agreement. The service reports shall comply with the Corporation's requirements as to form and content.

G-7.3 In the event the Service Provider ceases operation or is succeeded by a successor Service Provider, it is agreed that the Service Provider will not dispose of any records related to the services provided for under this Agreement without the prior consent of the Corporation, which consent may be unreasonably withheld or given subject to such conditions as the Corporation may impose.

G-8.0 FINANCIAL RECORDS AND REPORTS

G-8.1 The Service Provider shall maintain financial records and books of account respecting services provided pursuant to this Agreement for each site where service is being provided and will allow Corporation's staff or such other persons appointed by the Corporation to inspect and audit such books and records at all reasonable times both during the term of this Agreement and subsequent to its expiration or termination.

G-8.2 The Service Provider shall, unless the Corporation indicates otherwise, submit to the Corporation in a form acceptable to the Corporation an audited financial statement with respect to the services provided pursuant to this Agreement within three (3) months of the Service Provider's financial year end.

G-8.3 The Service Provider shall retain and preserve all the Service Provider's records related to this Agreement for a period of seven (7) years after each such record has been received or created, as the case may be. The Service Provider shall not dispose of any records related to this Agreement before the expiration of any such period without the prior written consent of the Corporation, which consent may or may not be given in the Corporation's sole discretion, subject to such conditions as the Corporation deems advisable. For greater certainty, the obligations of the Service Provider under this Section 8.3 shall survive the termination or expiration of this Agreement.

G-8.4 The Service Provider shall prepare and submit to the Corporation for each quarter or at any other time upon reasonable request, a financial report containing such information as the Corporation may require, in a form acceptable to the Corporation.

G-8.5 The Service Provider shall adhere to any additional financial reporting requirements specified by the Corporation. In the event that such financial reports are not submitted as required, then the Corporation will withhold payment to the Service Provider until the financial reports are submitted.

G-8.6 The Service Provider shall comply with Generally Accepted Accounting

Principles (GAAP) in the treatment of revenues and expenditures.

G-9.0 CONFIDENTIALITY

G-9.1 The Service Provider, its directors, officers, employees, agents, and volunteers shall hold confidential and not disclose or release other than to the Corporation or its delegate at any time during or following the term of this Agreement, except, where required by law, any information or document that identifies any individual in receipt of services without first obtaining the written consent of the individual or the individual's parent or guardian prior to the release or disclosure of such information or document.

G-9.2 The Service Provider acknowledges that any information collected by the Corporation pursuant to this Agreement is subject to the *Municipal Freedom of Information and Protection of Privacy Act*.

G-10.0 CONFLICT OF INTEREST

G-10.1 The Service Provider, any of its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity or provide any services to the Corporation where such activity or the provision of such services, creates a conflict of interest (actually or potentially in the sole opinion of the Corporation) with the provision of services pursuant to the Agreement. The Service Provider acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of the Corporation relevant to the services where the Corporation has not specifically authorized such use.

G-11.0 INDEMNIFICATION AND INSURANCE

G-11.1 The Service Provider shall both during and following the term of this Agreement, indemnify and save harmless the Corporation, its employees, officers, agents, Council members, from and against any and all costs, losses, injuries, damages, judgments, claims, expenses, demands, suits, actions, complaints or any other proceedings, fines, or recoveries whatsoever in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its directors, officers, employees, agents or volunteers or anyone for whom the Service Provider is responsible at law, for or in connection with services provided, purported to be provided or required to be provided by the Service Provider pursuant to this Agreement.

G-11.2 During the term of this Agreement or any renewal thereof, the Service Provider shall obtain and maintain in full force and effect, occurrence-based general liability insurance

coverage issued by an insurance company authorized by law to carry on business in the Province of Ontario. The policy must include occurrence-based abuse liability coverage unless waived by the Corporation's Manager of Purchasing and Risk Management. Such policy shall be issued in the name of the Service Provider, shall have inclusive limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage resulting from any one occurrence in respect of and during the provision of services by the Service Provider pursuant to this Agreement, shall contain a clause including liability arising out of this Agreement, shall contain a cross liability clause with the Corporation as an additional insured, and be in a form satisfactory to the Corporation.

G-11.3 The Service Provider shall also obtain and maintain insurance against liability for bodily injury and property damage caused by vehicles owned by the Service Provider and used in connection with the day to day operation of the contracted services or vehicles not owned by the Service Provider, but used in connection with the day to day operation of the contracted services, including a passenger hazard in the amount of TWO MILLION DOLLARS (\$2,000,000.00).

G-11.4 All such insurance policies required of the Service Provider shall contain a provision requiring the insurers to notify the Corporation not less than 30 days prior to any material change, cancellation, or termination.

G-11.5 The Agreement shall forthwith terminate in the event that any insurance policy required by sections 11.1 and 11.2 is terminated or amended without written consent of the Corporation.

G-11.6 The Service Provider shall, immediately upon the execution of this Agreement and annually within 30 days of the renewable date of the policy, provide to the Corporation either copies of the liability and vehicle insurance policies as required by this Agreement or certificates of the said insurance policies.

G-12.0 **OBSERVANCE OF LAW**

G-12.1 The Service Provider shall provide all services required under this Agreement in compliance with all applicable statutes, laws, by-laws, regulations and orders in force during the term of this Agreement. Notwithstanding the generality of the foregoing, the Service Provider shall comply with:

- a) the Act and Regulations including the requirement that it holds a valid, clear license, where applicable;
- b) all zoning, police, building safety, fire safety and sanitary requirements, regulations and by-laws, laws and lawful orders imposed by any Municipal,

Provincial, or Federal authority relating to the premises, and will observe and obey any other requirements governing the operation of the contracted services.

G-12.2 Where applicable, at the time of execution of this Agreement, the Service Provider must submit a copy of its current license to operate the service and therefore, must file annually with the Executive Director or Designate, a copy of the license renewal.

G-13.0 **NON-ASSIGNMENT**

G-13.1 The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the Corporation, which approval may be withheld by the Corporation in its sole discretion or given subject to such conditions as the Corporation may require.

G-14.0 **AMENDMENT**

G-14.1 This Agreement may be amended from time to time by the addition or substitution of Schedule(s), duly signed by the Parties to this Agreement.

G-15.0 **SCHEDULES**

G-15.1 This Agreement and Schedules(s) attached hereto, embody the entire Agreement between the Parties and supersedes any other understanding or agreement, collateral, oral or otherwise, existing between the Parties at the date of execution and relating to the subject matter of this Agreement.

G-16.0 **NOTICES**

G-16.1 Any notice, demand, acceptance, or request to be given under the provisions of this Agreement by either Party to the other herein shall be in writing and shall be deemed to have been received by the other Party on the day it was delivered in person or, if mailed, on the 5th day next following the day on which it was mailed or, if sent by facsimile, deemed received on the date transmitted if transmitted during normal business hours. The facsimile will be deemed received on the next business day where it is transmitted outside of normal business hours. If transmitted by facsimile machine, confirmation of successful transmission must be obtained.

G-16.2 Any Notice given under this Agreement shall be addressed, in the case of the Service Provider to the address as set forth in paragraph B-1.(b) of this Agreement, and in the case of the Corporation to the Community Development and Health Services Department

to the address set forth in paragraph B-1.(a) of this Agreement, or to such other address as either Party may from time to time designate by written notice to the other Party.

G-17.0 DISPOSITION

G-17.1 The Service Provider will not sell, change the use, or otherwise dispose of any item, furnishings or equipment purchased with Corporation funds pursuant to this Agreement without the prior written consent of the Corporation, which may be given subject to such conditions as the Corporation deems advisable.

G-18.0 STATUS OF SERVICE PROVIDER

G-18.1 The Service Provider acknowledges and agrees this Agreement is in no way deemed or construed to be an Agreement of Employment. Specifically, the Parties agree that it is not intended by this Agreement, that the Service Provider, or its employees, be employees of the Corporation for the purpose of the *Income Tax Act*, R.S.C. 1985 c. 1 (1st Supp); the *Canada Pension Plan Act*, R.S.C. 1985, c. C-8; the *Employment Insurance Act* S.O. 1996, c. 23; the *Workplace Safety and Insurance Act*, 1997 S.O. 1997, c.26 (Schedule "A"); the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1; the *Pay Equity Act*, R.S.O. 1990, c. P.7; or the *Health Insurance Act*, R.S.O. 1990, c. H. 6; all as amended from time to time, and any legislation in substitution therefore.

G-18.2 Notwithstanding the provisions of section 18.1 herein, it is the sole and exclusive responsibility of the Service Provider to make its own determination as to its status under the Acts referred to above and, in particular, to comply with the provisions of any of the aforesaid Acts and to make any payments required there under.

G-18.3 The Service Provider shall indemnify and hold harmless the Corporation from any and all amounts required to be paid by the Service Provider, or claimed to be due and owing and for any and all legal costs, including fees and disbursements and for any administrative costs, incurred by the Corporation, relating to any failure of the Service Provider to comply with all provisions of the Acts described above.

G-18.4 The Parties hereto expressly disclaim any intention to create a partnership, joint venture or joint enterprise. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of the Corporation or the Service Provider shall constitute or be deemed to constitute the Corporation and the Service Provider as partners, joint venturers, or principal and agent in any way or for any purpose. It is expressly understood that the Parties are independent contractors and no partnership of any kind is inferred between the parties. The Service Provider shall not represent or hold itself out to be

an agent of the Corporation. No Party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party hereto.

G-19.0 WAIVER

G-19.1 Except as specifically set out in this Agreement, no waiver of any clause, term, or condition of this Agreement by an employee, agent or contractor of the Corporation, shall constitute an enforceable or continuing waiver by the Corporation, nor shall the Service Provider be entitled to rely thereon.

G-20.0 RIGHTS AND REMEDIES

G-20.1 Nothing contained in this Agreement shall be construed as restricting or preventing either Party from relying on any right or remedy otherwise available to it at law in the event of any breach of this Agreement.

G-21.0 BINDING EFFECT

G-21.1 This Agreement and everything herein contained shall inure to the benefit of and be binding upon the Parties, hereto, and their respective successors, administrator, and permitted assigns.

G-22.0 NON-EXCLUSIVITY

G-22.1 Nothing in this Agreement shall be construed as to give the Service Provider any exclusive right or privilege in providing the Services to the Corporation. The Corporation shall, during or after the term of this Agreement, retain the right to perform or contract for the same or similar services to be provided for its citizens in the same geographic area.

G-23.0 MISCELLANEOUS

G-23.1 The Service Provider and the Corporation shall, upon the reasonable request of the other, make, do, execute, or cause to be executed, all such further and other lawful acts, deeds, things, documents and assurances whatsoever necessary to give effect to this Agreement.

G-23.2 No condoning, excusing or overlooking by the Corporation of any default, breach or non-observance by the Service Provider at any time or times in respect of any covenant, obligation or agreement under this Agreement shall operate as a waiver of the Corporation's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Corporation herein in

respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Corporation save only an express waiver in writing.

G-23.3 If any portion of this Agreement is, or becomes illegal, invalid, or unenforceable, then the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this agreement.



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 39/17

TO: Mayor and Members of Council

FROM: Dan Piescic, Director Public Works & Environmental Services

DATE OF REPORT: July 24, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Installation of Tecumseh Gateway Signage on Highway 401
Tender Award

RECOMMENDATIONS

It is recommended that:

1. The tender from DeAngelo Brothers Corporation for the installation of the Tecumseh gateway signage on Highway 401, in the amount of \$91,963 plus HST, be accepted and that the Mayor and Clerk be authorized to enter into a contract for the services with DeAngelo Brothers Corporation.

BACKGROUND

At the May 24, 2016 Regular Council Meeting, Council authorized Administration to retain a consulting engineer to prepare the structural and electrical design work to have gateway signs installed at the east and west entrances to the Town on Highway 401 (Motion: RCM-204/16).

Dillon Consulting prepared plans and specifications and tender documents for the installation of two gateway signs on Highway 401, one at the Manning Road interchange and one at the North Talbot Road overpass.

COMMENTS

The tender was advertised on the Town's website on June 20, 2017 along with direct notification to the Windsor Construction Association.

Three tender submissions for the installation of the Highway 401 gateway signage were received July 20, 2017 and were opened in the presence of Administration and the Purchasing Officer.

Tenderer	Total Tender Price (excluding applicable taxes)
DeAngelo Brothers Corporation	\$91,963
Quinlan Inc.	\$106,340
Dalla Bona Construction Inc.	\$183,430

Based on a review of the tender submissions, no mathematical errors were noted and all tenders were in order.

Administration therefore recommends that the low tender from DeAngelo Brothers Corporation in the amount of \$91,963 plus HST, for the installation of the Tecumseh gateway signage on Highway 401, be accepted and that the Mayor and Clerk be authorized to enter into a contract for the services with DeAngelo Brothers Corporation.

CONSULTATIONS

Director Financial Services & Treasurer
Purchasing Officer

FINANCIAL IMPLICATIONS

Council approved an allocation of \$163,000 as recommended within Public Works & Environmental Services Report No. 26/16 for the construction, engineering and geotechnical work for the placement of gateway signs at the entrances to the Town along Highway 401.

Of the \$163,000 allocation, \$130,000 is allotted for the signage installation.

Approved Gateway Signage allocation per PWES Report 25/16	\$163,000
Construction	\$130,000
Engineering	\$20,000
Survey, Legal, Geotechnical, etc.	\$10,000
Non-rebateable HST 1.76%	\$3,000

Construction Allocation	\$ 130,000
Tender cost (excl. HST)	\$ 91,963
Non-rebateable HST)1.76%)	\$ 1,619
	\$ 93,582
Allocation surplus	\$ 36,418

The low tender provided by DeAngelo Brothers Corporation of \$91,963 plus HST is below the approved allocation.

The solar power and lighting component of this project will be the subject of a separate and second tender due to the special nature of the work and will be tendered in the near future. The cost is anticipated to be within the remaining budgeted amount of \$36,418. The tender results will be brought before Council when the tender results are received.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Cheryl Curran, BES
Clerk I – Administrative Clerk

Reviewed by:

Reviewed by:

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

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

CC



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 40/17

TO: Mayor and Members of Council

FROM: Kirby McArdle, Manager Roads & Fleet

DATE OF REPORT: July 27, 2017

DATE TO COUNCIL: August 8, 2017

SUBJECT: Gauthier/Cedarwood Sanitary Pump Station Consultant
Recommendation for the Clean Water and Wastewater Funding Project

RECOMMENDATIONS

It is recommended:

1. Pursuant to the Town's Purchasing Policy Section 3.9(iii) Non-Competitive Purchases (By-law 2006-03), Ontario Clean Water Association (OCWA) be retained to provide the engineering consulting services, procurement and contract administration for repair work proposed on the Gauthier/Cedarwood Sanitary Pump Station, in the amount of \$155,000, including non-rebateable HST, and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with OCWA; and that
2. The cost of \$155,000, including non-rebateable HST, to provide the engineering consulting services and contract administration for repair work proposed on the Gauthier/Cedarwood Sanitary Pump Station, be charged against the Sanitary Sewer Collection System Rehabilitation Project.

BACKGROUND

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion: RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the Sanitary Sewer Collection System Rehabilitation Project at a cost of \$3,637,824 provided the Town is successful in obtaining grant funding from upper levels of government.

The Town was successful in obtaining the CWWF in the amount of \$1,678,368 for a total of \$2,237,824. The balance of funding includes the Town's contribution of \$559,456.

The Town has applied for and received a Top Up grant from the Ontario Community Infrastructure Fund (OCIF) and a grant from the Clean Water and Wastewater Fund (CWWF).

The work completed under CWWF grant will be conducted in Wards 1 and 3, including major pumping station renovations, specifically, the Gauthier/Cedarwood Sanitary Pump Station.

The Sanitary Sewer Collection in Wards 1 and 2 both outlet to the City of Windsor through the Gauthier/Cedarwood Sanitary Pump station located at the Windsor/Tecumseh municipal border on Gauthier/Cedarwood Drive. OCWA operates and maintains this pump station on behalf of the Town.

Following the implementation of this project, the Town expects that Gauthier/Cedarwood Sanitary Pump Station will continue to operate as a key component in the overall sanitary sewer collection system with continued reliability as a result of the following large-scale and timely upgrades and equipment replacements:

- Replacement of lower bearing on Pump 3
- Replacement of upper bearing and shaft for all 3 pumps
- Replacement of gearbox of Pump 1 and 3
- Replacement of Motor on Pump 1 and 2
- Replacement of Emergency Generator
- Replacement of MCC panels and transfer switch
- Replacement of shrouds for all 3 pumps
- Arc Flash Study for MCC
- Replacement of isolation gate and chains for three inlets
- Replacement of driveway pavement and removal of concrete sidewalk
- Upgrade on vent stack
- Review of HVAC system and replacement of 2 electrical heater
- Service of main isolation valve
- Architectural repairs
- Purchase spare OCM flow meter with transducer
- Washroom and hot water tank

COMMENTS

Provincial legislation requires the Town have certified operators to operate the Town's wastewater facilities which include the sanitary sewers, pumping stations and metering facilities. As required under O.Reg. 129/04, the Ontario Clean Water Agency (OCWA) has the appropriate licences to operate the respective wastewater systems and therefore has been contracted by the Town as the Overall Responsible Operator for the Town's wastewater collection system.

OCWA has been the sole operating authority for the Town of Tecumseh sanitary pump stations since its inception as a Crown agency in the Province of Ontario approximately 20 years ago. They currently operate close to 800 facilities across Ontario, including many systems here in Essex County. The Town has forged a strong working relationship with OCWA as the Town's service provider, and in return has received value, exceptional service and consistent support. With respect to the Town's pumping stations, OCWA has detailed, intimate knowledge of the stations and all equipment as well as a full depth understanding of the operation of the facility that they have been managing for almost 20 years. That existing knowledge and expertise will allow OCWA to competently manage this project effectively and efficiently, creating savings and ensuring the CWWF timelines are met.

Administration considered Non-Competitive Purchases for the consultant work on the Gauthier/Cedarwood Sanitary Pump Station project. Procurement Policy Bylaw 2006-03 Part III, Section 3.9 (iii), Non-Competitive Purchases states the following:

"Where only one source of supply would be acceptable and cost effective."

It is the opinion of the Director of Public Works & Environmental Services that it is more cost effective and beneficial to the Town to engage the services of OCWA to carry out engineering consulting services, procurement and contract administration work on the Gauthier/Cedarwood Sanitary Pump Station Project.

Administration recommends, in accordance with the non-competitive purchases provision of the Town's Purchasing Policy, that due to OCWA's unique position as the Town's current **licensed service provider** and Overall Responsible Operator for the Town's wastewater collection system pumping stations and their access to large scale resources, Council approve retaining OCWA as the Town's engineering consultant, procurement and contract administrator for the work to be completed on the Gauthier/Cedarwood Sanitary Pumping station.

The scope of work to be completed on the Gauthier/Cedarwood Sanitary Pump Station is estimated at \$750,000 - \$1,000,000 and will be awarded through a tendering process administered by OCWA on the Town's behalf.

It should be noted that OCWA is administering similar works for other local municipalities and will be tendering for all the works simultaneously in order to meet CWWF timelines as well as take advantage of large scale purchasing power for specialized equipment and a contractor who can perform the works.

OCWA provided a proposal for the CWWF grant work on the Gauthier/Cedarwood Sanitary Pumping Station, to the Town to act as consultant, procurement agent and to provide contract administration work on behalf of the Town.

The proposal includes:

1. Overall Project Management.
2. Project initiation.
3. Engineering design and specifications
4. Tender preparation and tender process administration.
5. Site inspection and contract administration.
6. Post construction and warranty work.
7. Third party Consulting Engineer services.

Following discussions with the Director Financial Services and Purchasing Officer and based on the previous good working relationship with OCWA and excellent service carried out by OCWA, it is recommended that:

1. Pursuant to the Town's Purchasing Policy Section 3.9(iii) Non-Competitive Purchases (By-law 2006-03), Ontario Clean Water Association (OCWA) be retained to provide engineering consulting services, procurement and contract administration for work proposed on the Gauthier/Cedarwood Sanitary Pump Station identified in the Clean Water and Wastewater (CWWF) grant the Town received, in the amount of \$155,000, excluding HST; and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with OCWA.

CONSULTATIONS

Director Financial Services & Treasurer
Purchasing Officer

FINANCIAL IMPLICATIONS

The Town received funding from the CWWF in the amount of \$1,678,368. The Town contribution to the project is \$559,456 from the Sanitary Sewer Reserve to fund the project.

OCWA provided a proposal to provide the engineering consulting services, procurement and contract administration of the work on the Gauthier/Cedarwood Sanitary Pump Station. The cost associated with OCWA's proposal is \$155,000. This proposal cost is included as an eligible cost of the approved CWWF funding received for the overall project.

It is recommended that the cost of \$155,000, excluding HST, to provide engineering consulting services, procurement and contract administration for work proposed on the Gauthier/Cedarwood Sanitary Pump Station identified in the Clean Water and Wastewater (CWWF) grant the Town received, be a charge against the Sanitary Sewer Collection System Rehabilitation Project.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

Reviewed by:

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

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments: None

THE CORPORATION OF THE TOWN OF TECUMSEH

BY LAW NUMBER 2017-58

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Lesperance Plaza Inc.

WHEREAS Lesperance Plaza Inc. (Licensee) is the registered owner of certain lands and premises in The Corporation of the Town of Tecumseh (Town), in the County of Essex and Province of Ontario;

AND WHEREAS 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;

AND WHEREAS under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law;

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

- 1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Lesperance Plaza Inc. dated the 8th day of August, 2017, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.
- 2. **AND THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

READ a first, second and third time, and finally passed this 8th day of August, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

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

Gary McNamara, MAYOR

Laura Moy, CLERK

“We have authority to bind the Corporation”

LESPERANCE PLAZA INC.

Christian LeFave, President
“I have authority to bind the Corporation”

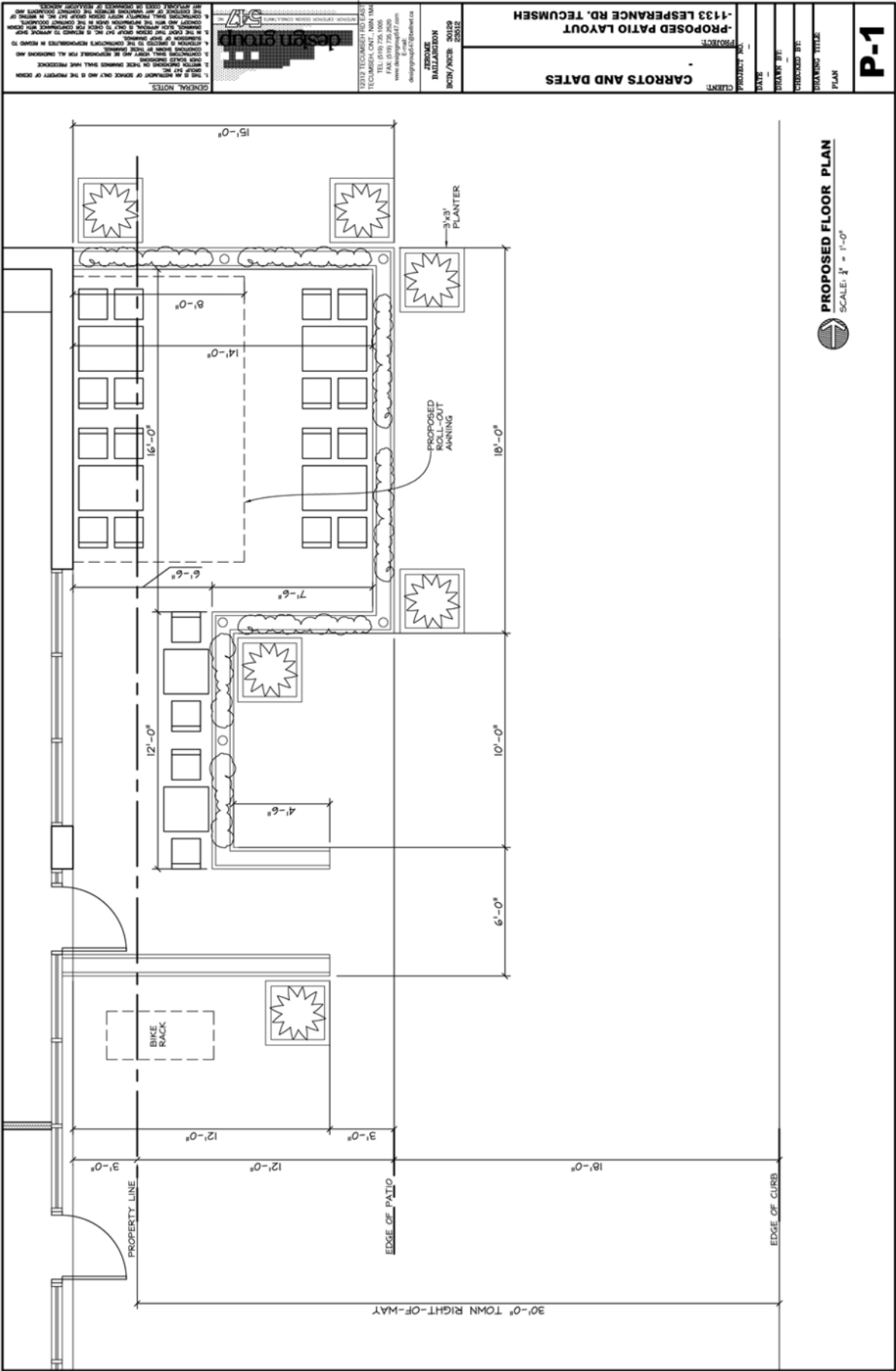
SCHEDULE "A"
Legal Description

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

BY-LAW NUMBER 2017-46

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

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

AND WHEREAS the Town procured a Drainage Report for the Webster Drain and specifications from the consulting engineering firm of Rood Engineering Inc., dated June 1, 2017 [Drainage Report];

AND WHEREAS notice of a Public Meeting to hear comments from the affected property owners was mailed on June 9, 2017;

AND WHEREAS a Public Meeting of Council was held on Tuesday, June 27, 2017, at 6:45 p.m. to hear from any affected property owners on the Drainage Report;

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

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

1. **THAT** the Drainage Report providing for the repair and improvement of the Webster Drain, dated June 1, 2017, as prepared by the consulting engineering firm Rood Engineering Inc. and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - (a) Grants received under Section 85 of the said Act;
 - (b) Commuted payments made in respect of land and roads assessed.
4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **THAT** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **THAT** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.

7. **THAT** this by-law shall come into force upon and after the final passing thereof.

READ a first and second time this 27th day of June, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

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

Gary McNamara, Mayor

Laura Moy, Clerk

WEBSTER DRAIN

E09WE(110)

Pearce Bridge Replacement

Geographic Township of Sandwich South

TOWN OF TECUMSEH



***Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
519-735-2184***

Rood Engineering Inc.

***Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621***

*REI Project 2016D058
June 1st, 2017*

June 1st, 2017

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

Mayor McNamara and Members of Council:

WEBSTER DRAIN E09WE(110)
Replacement Bridge for Craig & Christine Pearce (410-00700)
Geographic Twp. of Sandwich South
REI Project 2016D058
Town of Tecumseh, County of Essex

I. INTRODUCTION

In accordance with the instructions provided at your January 24th, 2017 meeting and received from the Town by letter dated March 14th, 2017, from Laura Moy, your Director Staff Services/Clerk, we have prepared the following report that provides for a replacement access bridge serving the agricultural lands owned by Craig and Christine Pearce, in the North Part of Lot 2, Concession 9, in the former geographic township of Sandwich South, Town of Tecumseh. The Webster Drain comprises of an open channel drain which generally runs westerly, starting at the 10th Concession Road, crossing the 9th and 8th Concession Roads, and Walker Road before extending to its outlet in the Merrick Creek. The drain was constructed pursuant to the Drainage Act. A plan showing the Webster Drain alignment, as well as the general location of the above-mentioned bridge, is included herein as part of the report.

Our appointment and the works relative to the construction of the above-mentioned replacement access bridge in the Webster Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera, for the proposed bridge replacement installation, and we report thereon as follows.

II. BACKGROUND

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

- | | | | |
|----|--------------------|---------------------|---------------------------|
| 1) | July 26th, 1983 | Webster Drain | Maurice Armstrong, P.Eng. |
| 2) | January 7th, 2002 | Webster Drain | Bruce D. Crozier, P.Eng. |
| 3) | November 4th, 1967 | E.A. Sullivan Drain | C.G.R. Armstrong, P.Eng. |
| 4) | December 22, 1992 | Mergl Drain | Lou Zarlenga, P.Eng. |

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The 1983 report by Maurice Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the drain and has the latest profile for the grading of the drain. Subsequent to said report there was a repair, improvement, and relocation report downstream of the proposed drainage works in 2002 by Bruce D. Crozier, P.Eng. The E.A. Sullivan Drain report prepared by C.G.R. Armstrong, P.Eng. in 1967, provided information for the subwatershed entering the Webster Drain downstream of the replacement access bridge location. The Mergl Drain report prepared by Lou Zarlenga, P.Eng. in 1992 provided information on the south watershed limits of the drain upstream of the replacement bridge.

We have utilized the plan and profile within the 1983 Maurice Armstrong, P.Eng. report to establish the size parameters for the drain and the details to be used in establishing the replacement bridge culvert installation. We have also used this Engineer's report to establish the drain profile grades, and to assist us in establishing the design grade for the subject replacement access bridge installation. The Maurice Armstrong and Crozier reports for the Webster Drain, the C.G.R. Armstrong report for the E.A. Sullivan Drain, and the Zarlenga report for Mergl Drain were used to establish the upstream watershed limits for design of the replacement bridge size and establishing the assessment schedule for the works. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the Webster Drain.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the drainage information provided by the Town, we arranged with the Town Drainage Superintendent Sam Paglia, P.Eng., to schedule an on-site meeting for March 8th, 2017. The following people were in attendance at said meeting: Shirley Wilson, Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Gerard Rood did an introduction of the purpose of the meeting. The Town has been alerted to the need for a bridge replacement. The owner was not present for the on-site meeting, however the owner present for the meeting was advised of the history of the drain as outlined above. They were also informed about the July 26th, 1983 report for the drain prepared by Maurice Armstrong, P.Eng.

Important design constraints and options were discussed through correspondence and telephone communication with Christine Pearce. Mrs. Pearce explained that a wider top driveway width was needed for safer access. With a hydro pole obstructing the possibility of extending the driveway southerly from the existing location, it was discussed that the relocation of the existing bridge to the centre of hydro poles two and three from the north property limit will allow for the extra driveway top width desired to be achieved. Additionally, end options were discussed through correspondence.

The owner was advised that the minimum standard top width for an access bridge is 6.1 metres (20 ft.) and that any extra length will be charged 100% to the land owner for construction and future maintenance. The owner requested a top width of 12.2 metres (40 ft.) for ease of access for equipment entering the agricultural lands. The owner was also advised that because the existing bridge is part of the drain, the entire cost of a standard replacement access bridge construction, as well as all the cost for the preparation of the Engineer's Report, will be shared between the affected Owner of the parcel served by the bridge and the upstream lands and roads. The sharing of cost will be as set out in the report. We went on to discuss that sloped quarried limestone on filter cloth ends for the installation is expected to be the most economical end treatment, but the Engineer would contact the owner to advise if there was any change to this. The owner was also advised that the bridge will be installed centred between hydro poles

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two and three from the north property limit which is south of the existing bridge with a minimum 12.2m (40 feet) top width as per their request. A standard 5 metre turning radius will be provided at the gravel shoulder to enhance access across the bridge.

The overall drainage report procedure, future maintenance processes and grant eligibility were generally reviewed with the owner. The owner was advised that because the Parcel is not designated Farm Property Tax Class Rate it is not grant eligible. It was discussed that owners may debenture the cost of \$5,000.00 or greater for the drainage work over a 5 year period to reduce the immediate cost burden of their assessment for the work.

The owner was also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed bridge maintenance, sizing, and use of aluminized steel material for the bridge installation.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey, including recording of necessary levels and details to establish the design parameters for the installation of the replacement bridge. We further arranged to get updated assessment roll information from the Town, and obtained information on the tax class of each of the properties affected by the Municipal Drain.

A bench mark was established from the July 26th, 1983 Maurice Armstrong, P.Eng. report, on the centreline of east curb of highway bridge under Snake Lane Road. This said benchmark was utilized in establishing a correlation between the old report and new survey for the bridge. We also surveyed the drain both upstream and downstream of the proposed replacement access bridge and picked up the existing bench mark and culvert elevations in order to establish a design grade profile for the installation of the replacement bridge. We also took cross-sections of the Webster Drain at the general location of the proposed replacement bridge, as necessary for us to complete our design calculations, estimates and specifications.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the Webster Drain. A response from the Conservation Authority was received by email on October 12th, 2016 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk for this Class F Drain and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) former agreement made with the Town pursuant to the Endangered Species Act, 2007. The Agreement plans indicate that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Agreement includes mitigation measures to be followed as outlined in "Schedule C Mitigation Measures" of the former agreement document and a copy of same as it relates to turtles and snakes is included herein in **Appendix "REI-B"**.

For the purposes of establishing the watershed area upstream of the proposed bridge, and determining the pipe size required, we investigated and reviewed the Engineer Reports of Maurice Armstrong, P.Eng. and Bruce D. Crozier, P.Eng. on the Webster Drain, the C.G.R.

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Armstrong, P.Eng. report on the E.A. Sullivan Drain, and the Lou Zarlenga, P.Eng. report on the Mergl Drain, and their respective Schedules of Assessment.

V. P.I.C. MEETING, DRAINAGE INFORMATION AND THE DRAINAGE ACT

The Town scheduled a Public Information Centre (P.I.C.) meeting on May 30th, 2017. The meeting was attended by land owners Patricia and Craig Pearce, their site contractor Andy Germani, Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering). Details of the work were discussed and it was established that the owners preferred a top width of 40 feet (12.2m) for easier access by trucks and trailers. They also requested that the replacement bridge be constructed further south along the drain to suit their development plans. The preferred location was established to be between the 2nd and 3rd hydro poles south of their north property limit. We discussed that any increase in costs due to the extra length and location change would be borne by the parcel being served by the access.

Timelines for submission of the final report and scheduling of the Consideration and Court of Revision meetings was discussed. Provided that there are no appeals, it is expected that construction may proceed in September. The tender process will establish the most cost effective price for the works. Contractors who wish to bid on the project must be able to provide the required bonds and insurance and meet the other Town requirements for procurement of services. It was pointed out that the drainage report only includes estimates of the cost for the drainage works and the final billings to the affected owners will be based on the actual final cost to complete the project and be assessed on a pro-rata basis with the values shown in the assessment schedule of the drainage report.

Owners are reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) Appeals Tribunal, and to the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and applicable clarifications are as follows:

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

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded

that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner can notify the Town that the drain requires maintenance and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of improved crop yield and preservation of topsoil on their lands. Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system. As an example, when work is carried out on the Webster Drain downstream of the E.A. Sullivan Drain, the owners in the E.A. Sullivan Drain watershed that are outletting to the Webster Drain will be responsible for a portion of the cost, along with the other owners in the Webster Drain watershed upstream of the drainage works that is conducted. Owners are advised of the 1/3 grant available to agricultural lands that qualify for the Farm Property Tax Class and should be aware that the Town administers the grant process and reflects any available grant on the final billing to each qualified owner.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the O.M.A.F.R.A. Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges is based on the location of same along the overall length of the drainage system. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain when included in an engineer's report and is then to be maintained by the drain with costs shared as set out in the drainage report.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible to guarantee the work performed on the drain with a maintenance period of one year from the date of substantial completion.

VI. FINDINGS AND RECOMMENDATIONS

We find that the profile included in the 1983 report plans by engineer Maurice Armstrong, P.Eng. provides a good fit to the existing profile of the drain. Said report provided for general repairs and improvements to the entire length of the drain that still appear to suit the current conditions of the watershed.

Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that bridge replacement works be carried out as follows:

- a) We recommend that all drain improvements, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "REI-A"** attached to this report.

- b) As this is an existing Municipal drain, and conditions have not changed and there is no information to indicate any new species concerns, the repair and improvement can be carried out based on the provisions included within the former Agreement that the Municipality had with M.N.R.F. and the mitigation measures included within same. A copy of said mitigation measures is included in **Appendix "REI-B"** within this report. We recommend that any work being completed shall be carried out in accordance with the **Schedule "C" Mitigation Plan** of the former agreement as included in **Appendix "REI-B"** for reference by the land owners, the Town of Tecumseh, and the Contractor who will be conducting the works.
- c) As provided for by Section 78 of the Drainage Act we recommend that the subject Pearce bridge located in the Webster Drain be repaired and improved as outlined further in this report including the specifications and the plans that form part of the report.
- d) We discussed with the bridge owners that the drain will need to be cleaned downstream of the new bridge to design grade to allow for a sufficient outlet for the new replacement 900mm H.D.P.E. pipe. The owners have accepted this and understand the excavated sediment materials will be spread onto their lands. Since all of the work will be carried out at the existing and proposed new driveway entrance, and within the Pearce Parcel, and because full drain restoration will be provided at the existing bridge, we find that there is no requirement for damages or allowances pursuant to Sections 29 and 30 of the Drainage Act.

Based on all of the above, we recommend that a new replacement access bridge be constructed in the Webster Drain to serve the farm lands of Craig & Christine Pearce, Parcel 410-00700 in Part of Lot 2, Concession 9, former geographic township of Sandwich South at MN 6950 9th Concession Road, Town of Tecumseh. We further recommend that all work shall be done in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

VII. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **THIRTY ONE THOUSAND NINE HUNDRED DOLLARS (\$31,900.00)**, made up as follows:

CONSTRUCTION

- Item 1) Provide all labour, equipment and material to construct a new replacement access bridge consisting of 20.0 metres (65.6 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe with wrap couplers; remove and dispose of existing pipe, deleterious material, and broken concrete headwalls forming the existing bridge; restore drain embankments and bottom to design grade at existing bridge location; clean to design grade approx. 120 metres of the drain downstream of the bridge new location (to the road crossing culvert); remove and dispose of existing brush, sod, and deleterious material at the new bridge; provide sloped quarried limestone on filter cloth end protection, granular bedding, Granular 'B' backfill, and Granular 'A' approaches; excavation, compaction, silt and sediment controls, quarried

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limestone on filter cloth protection, tile diversions and extensions as needed, cleanup and restoration, complete. (Pearce Bridge)	Lump Sum	\$	20,100.00
Net H.S.T. (1.76%) on Construction		\$	350.00
TOTAL FOR CONSTRUCTION		\$	20,450.00

INCIDENTALS

1) Report, Estimate, & Specifications	\$	3,500.00
2) Survey, Assistants, Expenses, and Drawings	\$	4,000.00
3) Duplication Cost of Report and Drawings	\$	800.00
4) Estimated Cost of Letting Contract	\$	1,000.00
5) Estimated Cost of Layout and Staking	\$	500.00
6) Estimated Cost of Part-Time Supervision and Inspection During Construction (based on 1 day duration)	\$	800.00
7) Net H.S.T. on Incidental Items Above (1.76%)	\$	190.00
8) Estimated Cost of Interim Financing	\$	200.00
9) Contingency Allowance	\$	460.00

TOTAL FOR INCIDENTALS	\$	11,450.00
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TOTAL FOR CONSTRUCTION (brought forward)	\$	20,450.00
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TOTAL ESTIMATE	\$	31,900.00
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VIII. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of the bridge replacement. The design drawings show the subject bridge location and the details of the work, as well as the approximate location within the watershed area. The design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

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Also attached, we have prepared Specifications which set out the required construction details for the drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix "REI-C"**.

IX. CONSTRUCTION SCHEDULE OF ASSESSMENT

We would recommend that the Total Cost associated with the construction of this replacement access bridge, including incidental costs, be charged against the affected lands and roads in the former geographic township of Sandwich South, Town of Tecumseh in accordance with the attached Schedule of Assessment.

On September 22nd, 2005, the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P., "lands used for agricultural purposes" may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate". The Town provides this information to the Engineer from the current property tax roll. Properties that do not meet the criteria are not eligible for grants. In accordance with same we expect that this project will be qualified for the grant normally available for agricultural lands. The Ministry however, is continually reviewing their policy for grants, and we recommend that the Town monitor the policies, and make application to the Ministry for any grant should same become available through the A.D.I.P. program or other available funds.

X. FUTURE MAINTENANCE

After the completion of the construction of this replacement access bridge, all of same shall be maintained in the future by the Town of Tecumseh.

Furthermore, if any maintenance work is required to the replacement access bridge in the future, we recommend that 73.0% of the future maintenance costs shall be assessed as a Benefit against the abutting property (Parcel 470-00700) being served by the access bridge, which is currently owned by Craig & Christine Pearce, in North Part of Lot 2, Concession 9, and the remaining balance of 27.0% be assessed against the affected upstream lands and roads based on prorating their Outlet Liability assessment in the attached Schedule of Assessment.

We recommend that the bridge structure as identified herein, be maintained in the future as part of the drainage works. We would also recommend that this access bridge in the drain, for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Where concrete, asphalt or other decorative driveway surfaces over the bridge culvert requires removal as part of the maintenance works, these surfaces should also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining parcel served by said access bridge.

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We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



att.

Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
WEBSTER DRAIN E09WE(110)
(Bridge for Craig & Christine Pearce)
TOWN OF TECUMSEH

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
		9th Concession Road	1.43	0.579	Town of Tecumseh	\$ -	\$ 259.00	\$ -	\$ 259.00
		10th Concession Road	4.01	1.623	Town of Tecumseh	\$ -	\$ 717.00	\$ -	\$ 717.00
Total on Municipal Lands.....						\$ -	\$ 976.00	\$ -	\$ 976.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00500	9	Pt. Lot 2	0.37	0.150	Robert Nesbit	\$ -	\$ 47.00	\$ -	\$ 47.00
410-02530	9	Pt. Lot 1	0.49	0.198	Eleanor Mergl	\$ -	\$ 57.00	\$ -	\$ 57.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ -	\$ 104.00	\$ -	\$ 104.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-02300	9	Pt. Lot 2	25.32	10.245	Randy & Phyllis Neels	\$ -	\$ 832.00	\$ -	\$ 832.00
410-02400	9	Pt. Lot 2	24.64	9.972	Gregory & Cheryl Markham	\$ -	\$ 810.00	\$ -	\$ 810.00
410-02500	9	Pt. Lot 2	23.68	9.584	William & Joanne Leon	\$ -	\$ 778.00	\$ -	\$ 778.00
410-02540	9	Pt. Lot 2	4.94	1.999	Mergl Seeds Ltd.	\$ -	\$ 163.00	\$ -	\$ 163.00

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Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-03600	10	Pt. Lot 2	25.01	10.120	Dwight & Jody Farough	\$ -	\$ 822.00	\$ -	\$ 822.00
410-03900	10	Pt. Lot 2	50.01	20.240	Iskandar El-Khoury	\$ -	\$ 1,643.00	\$ -	\$ 1,643.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ -	\$ 5,048.00	\$ -	\$ 5,048.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
410-00600	9	Pt. Lot 2	57.10	23.107	Royal Estate Golf Club Ltd.	\$ -	\$ 1,876.00	\$ -	\$ 1,876.00
410-00700	9	Pt. Lot 2	25.70	10.401	Craig & Christine Pearce	\$ 23,051.00	\$ 845.00	\$ -	\$ 23,896.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ 23,051.00	\$ 2,721.00	\$ -	\$ 25,772.00
TOTAL ASSESSMENT			242.70	98.217		\$ 23,051.00	\$ 8,849.00	\$ -	\$ 31,900.00

1 Hectare = 2.471 Acres
 Project No. REI2016D058
 June 1st, 2017

SPECIFICATIONS

WEBSTER DRAIN E09WE(110)

Pearce Bridge Replacement

(Geographic Township of Sandwich South)

TOWN OF TECUMSEH

I. GENERAL SCOPE OF WORK

The Contractor shall provide all material, labour, and equipment to construct a new replacement access bridge for the Pearce Parcel south of Municipal Number 6850 Concession Road 9 consisting of 20.0 metres (65.6 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe with wrap couplers in the Webster Drain. The drain is to be cleaned to design grade 3.0 metres upstream of the bridge and approximately 117 metres downstream to the road crossing bridge running under the 9th Concession Road with the excavated material spread on the abutting land. The new replacement access bridge shall be constructed so that the pipe is centred approximately between hydro poles two and three with respect to the north property limit, with the existing 100mm tile outlets abutting Parcel 700-00700 diverted and extended through the new quarried limestone end walls. This location shall be the exact designated location of this access bridge culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary work shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Bench Mark has been set near the proposed access bridge so that same can be utilized for the setting of the new bridge culvert invert grades. The **Bench Mark** is described in the detail plan for the bridge culvert installation along with its elevation.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream and into the Merrick Creek Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work site subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix “REI-A”**.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. CONSIDERATIONS

The Contractor is to note that this project has gone through the Ministry of Natural Resources and Forestry (M.N.R.F.) screening process by way of a Species at Risk (S.A.R.) former Municipal Agreement review. A copy of the relevant information that was provided in the Agreement applicable to this work is included herein as part of **Appendix “REI-B”**.

The Contractor is to review **Appendix “REI-B”** in detail and is required to comply, in all regards, with the contents of said M.N.R.F. information, or any future requirements, and follow the special requirements therein included, during construction.

Notwithstanding the above, the Contractor is advised that the Town had a signed **Agreement** with the Ministry of Natural Resources and Forestry (M.N.R.F.) regarding the maintenance operations on Municipal drains and the Endangered Species Act (E.S.A.) 2007. We have reviewed the endangered species maps and any concerns will be provided in **Appendix “REI-B”**. Certain species such as turtles and snakes are mobile and may be encountered during construction. Therefore, the **“SCHEDULE C MITIGATION PLAN”** of the former **Agreement** (pages 13 through 23) has been included in **Appendix “REI-B”** in its entirety for further information and use by the Contractor.

The Contractor shall contact the Drainage Superintendent if an endangered species is encountered during construction. The Contractor shall be responsible for providing the necessary equipment and materials outlined in the “**SCHEDULE C MITIGATION PLAN**” to address the handling of any endangered species encountered during the course of the construction work. The Contractor shall cooperate fully and assist the Drainage Superintendent or M.N.R.F. staff in the proper handling of the endangered species as outlined in the “**MITIGATION PLAN**”, and as may be further directed by the Drainage Superintendent or the M.N.R.F., and shall govern all its operations accordingly.

IV. BRIDGE CONSTRUCTION

When completed, the new replacement access bridge along the centreline of the new culvert shall have a total top width, including the top width of the quarried limestone on filter cloth end walls, of approximately 13.40 metres (44.0ft.) and a travelled driveway width of 12.3 metres (40.4 ft.). The quarried limestone on filter cloth end wall protection shall be installed on a slope no steeper than 1.5 horizontal to 1.0 vertical, and shall extend from the end of the new 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to the top elevation of the driveway.

The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to be provided for this project is to be supplied as no more than three (3) approximately equal lengths of pipe for the bridge, which are to be coupled together with the use of a wrap coupler, secured in accordance with the manufacturer’s recommendations. Under no circumstance shall the access culvert for the bridge be provided with more than three (3) lengths of pipe. The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe to be utilized for this bridge installation must have a C.S.A. stamp and be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall also note that the placement of the new access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain to design grade along the full length of the bridge pipe and for a distance of 3.05 metres (10.0 ft.) upstream and 117.0 metres (383.9 ft.) downstream of said pipe. Additionally, the drain banks and bottom must be restored to proper slopes and grade where the existing bridge is removed for relocation. The design parameters of the Webster Drain at the location of this new access bridge installation consists of a 0.91m (3.0 ft.) bottom width, 0.05% grade, and 1.5 horizontal to 1.0 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation at the relocated bridge site. The Contractor shall also be required to dispose of all excavated and deleterious materials, as well as any grubbed out materials from this work, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is well above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6”) of 20mm (3/4”) clear stone bedding underneath the culvert pipe, extending from the bottom of the excavation to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer. Downstream to the north of the new location of the replacement bridge, the Contractor shall clean out the drain bottom to the design grade noted as far as the road crossing pipe. The excavated material shall be placed on the adjacent Pearce lands in a windrow or spread out as established with the Drainage Superintendent and the owners. Fill material shall not block any low areas or furrows currently entering the drain.

The installation of the complete length of the new access bridge culvert, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this new access bridge is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe has been satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The Contractor shall secure the pipe ends against floating. The end slopes of the backfill material over the 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe from the invert of said pipe to the top of driveway elevation shall be quarried limestone on filter cloth erosion protection. The end walls shall be extended around onto the drain banks in line with the end of the replacement pipe, all as shown on the plans included in **Appendix "REI-E"**.

The Contractor shall also perform the necessary excavation from the west bank of the drain to the east limit of the roadway pavement to relocate the driveway southerly. This driveway approach from the existing edge of gravel shoulder to approximately the west top of bank shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place. The gravel apron shall extend for the full width of the access culvert top, and include a gore section at the roadside curved protection with a 5.0m radius to the edge of the roadway shoulder, as shown on the plans. The gravel backfill shall also extend across the pipe to approximately 1m beyond the east top of bank as shown on the plans. The pipe shall have a minimum of 1.20m of cover, and then be graded down to the existing field level at a maximum of 10% grade.

Once the new 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe has been set in place at the required location, the Contractor shall completely backfill same with granular material, and install the quarried limestone on filter cloth protection on both ends of the bridge. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 2), 3), and 4) of the "**Standard Specifications for Access Bridge Construction**" attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped quarried limestone end protection installation shall restore the adjacent areas to their original conditions.

The 320 kPa smooth wall heavy duty H.D.P.E. plastic pipe for this installation shall be provided with a depth of cover measured from the top of the H.D.P.E. pipe to the top of the granular backfill of approximately 1.20m (47.2") for the new bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Specifications – Webster Drain
(Replacement Bridge for Craig & Christine Pearce)
Town of Tecumseh – E09WE(110)

2017-06-01

Also, for use by the Contractor, we have established a Bench Mark near the site. This Bench Mark is the “*west obvert of 1200mm diameter CSP on Webster Drain crossing 9th Concession Road fronting MN 6950*”, with same being **Elevation 54.862 metres**. The new pipe culvert and the backfilling are to be placed on the following basis:

- i) The **south (upstream) invert** of the proposed bridge culvert is to be set at Elevation **53.767** metres.
- ii) The north (**downstream**) **invert** of the proposed bridge culvert is to be set at Elevation **53.757** metres.
- iii) The centreline of driveway for this bridge installation shall be set to approximately Elevation **56.091** metres at the existing pavement edge, Elevation **55.961** metres at the culvert pipe centreline, and Elevation **55.778** metres at approximately 1 metre east of the east top of bank to match to the existing field grade. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

As a check, all of the above design grade elevations should be confirmed before commencing to the next stage of the new access bridge installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Bench Mark provided for the site.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the road as noted on the plans. The Contractor shall provide a 5.0 meter radius on each side of the entrance and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends which conflict with the bridge installation. All existing lateral tile drains, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the “Standard Lateral Tile Detail” as shown in **Appendix “REI-C”**, unless otherwise noted. Connections shall be made using manufacturer’s couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint.

The Contractor is to note that the granular driveway approaches extending from the east edge of roadway pavement to the west top of bank of the drain shall consist of granular material M.T.O. Type “A” O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12”), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 98%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 96%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil placement, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works from top of bank to top of bank, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be cut as close to the ground as practical and within the drain banks parallel to the sideslopes. Except as noted herein, stumps shall be left in place and shall be sprayed with a single application of stump killer (Diphenoprop BK700 or approved equal). All removed materials shall be put into piles by the Contractor in locations adjacent to the drain and within the working corridors, where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. In all cases, trees and brush shall be stockpiled on the property on which they were cut. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated. The Contractor shall assume all responsibility for control of the burn, obtaining all utility locates in the area of each burn site, all responsibility for liabilities related to the burning of the brush and smoke generated, and will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. All work shall be carried out in conformance with the Town by-laws for

same as attached to these specifications in **Appendix “REI-D”**. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical on private lands adjacent to the drain and within the working corridors, especially mature trees beyond the drain sideslopes. The landowners will be requested to mark trees that they wish to save if possible and the Contractor shall review the removal of trees with the Drainage Superintendent or Engineer.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Engineer, and the landowners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culvert while carrying out its cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

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

VII. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Engineer during construction. In placing the erosion protection the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the equipment bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude

beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherstburg Quarry, in Amherstburg, Ontario, or equal.

VIII. BENCH MARKS

Also, for use by the Contractor, we have established a Bench Mark along the course of the work at the west obvert of the 1200mm diameter C.S.P. on the Webster Drain crossing the 9th Concession Road fronting MN 6950, as shown on the plans. The Contractor shall work with the Drainage Superintendent or Engineer to transfer the bench mark as necessary to be used in setting the drain and pipe design grades.

In all cases, the Contractor is to utilize the specified bench mark and drain grades to control its work. The Contractor shall ensure that it takes note of the direction of flow and sets all grades to assure that all flows go northerly to match the direction of flow within the drain. The drain bottom design elevation is 10% of the pipe diameter above the replacement pipe invert at the north end of the pipe, being 90mm for the proposed replacement pipe, and has a grade of 0.05% bottom slope.

IX. ANCILLARY WORK

During the course of any work to the replacement bridge access, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same diameter as the existing tile and shall be installed in accordance with the "**Standard Lateral Tile Detail**" included in the plans, unless otherwise noted. Connections shall be made using a manufactured coupling where possible. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

The Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

Although it is anticipated that the bridge work on-site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale check dam in the drain bottom immediately downstream of each bridge site during the time of construction. The straw bale check dam shall be to the satisfaction of the Town Drainage Superintendent or the Engineer and must be removed upon completion of the construction. The straw bales may be reused at each site subject to their condition. All costs associated with the supply and installation of this straw bale check dam shall be included in the cost bid for the bridge repair and improvement.

X. TOPSOIL, SEED AND MULCH

The Contractor will be required to protect grass buffers and driveway accesses along the top of the drain bank where they currently exist. Where any of these are damaged, they shall be fully restored including placement of topsoil. The topsoil shall be prepared for seeding as noted further in these specifications. Should the existing topsoil be treated to prevent grass growth, the Contractor shall strip the existing topsoil material back and spread it on the adjacent field and supply 50mm thick imported topsoil, or topsoil material scavenged from the drain banks at rock protection locations, that is suitable for growing grass.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

All of the work relative to the placement of topsoil and the seeding and mulching operation shall be meticulously done and completed in a good and workmanlike manner all to the full satisfaction of the Town Drainage Superintendent and the Engineer.

XI. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town of Tecumseh, and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the Town of Tecumseh or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work

done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.

- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Town a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work. The Contractor will also be required to submit to the Town a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the

Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$2,000,000.00 on this project, and shall name the Town of Tecumseh and its officials, and the Consulting Engineer and its staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Municipal Clerk and the Consulting Engineer prior to the commencement of work.
- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 45 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
 - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
 - ii) proof of advertising
 - iii) a Statutory Declaration, in a form satisfactory to the Consulting Engineer and the Town, that all liabilities incurred by the Contractor and its Sub-Contractors in carrying out the Contract have been discharged and that all liens in respect of the Contract and Sub-Contracts thereunder have expired or have been satisfied, discharged or provided for by payment into Court.

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Lien Act, 1983 and its subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee CCDC2 shall govern and be used to establish the requirements of the work.

APPENDIX "REI-A"

Gmail

Gerard Rood <gerard.reinc@gmail.com>

FW: Webster Drain - Notice of On-Site Meeting - E09WE(110)

1 message

Cynthia Casagrande <CCasagrande@erca.org>

Wed, Mar 8, 2017 at 11:05 AM

To: Sam Paglia <spaglia@tecumseh.ca>

Cc: "Imoy@tecumseh.ca" <Imoy@tecumseh.ca>, Gerard Rood <gerard@roodengineering.ca>, Dan Jenner <DJenner@erca.org>

Dear Sam:

This office has received the Notice of On-Site Meeting scheduled for today, March 08, 2017 regarding the proposed repair and maintenance to the Webster Drain. Unfortunately, we are unable to attend this meeting.

We note that the comments contained in the email below are still applicable.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Coordinator

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

(519) 776-5209, Ext. 349

From: Cynthia Casagrande**Sent:** Wednesday, October 12, 2016 10:23 AM**To:** 'Sam Paglia' <spaglia@tecumseh.ca>**Cc:** 'Gerard Rood' <gerard@roodengineering.ca>; 'pbartnik@tecumseh.ca' <pbartnik@tecumseh.ca>; Dan Jenner <DJenner@ERCA.org>**Subject:** Webster Drain - Notice of Request for Repair and Improvement - E09WE(110)

Dear Sam:

Your File No.: E09WE(110)

This office acknowledges receipt of the Notice of Request for Repair and Improvement to the Webster Drain.

A review of our floodplain mapping for the Webster Drain indicates that this drain is located within an area that is under the jurisdiction of the Essex Region Conservation Authority (ERCA) (Section 28 of the *Conservation Authorities Act*). Prior to undertaking works, a permit is required from this office.

At this time, we do not expect that there will be any extraneous comments or concerns with respect to this project. However, we cannot be more specific in this regard without an actual proposal to review.

With respect to Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works to the Webster Drain will need to be self-assessed by you, the proponent, through the DFO website at <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>. Through the self-assessment process, you will be able to determine if these works require a formal authorization under the *Fisheries Act*.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,

Cynthia Casagrande

Regulations Coordinator

Essex Region Conservation Authority

360 Fairview Avenue West, Suite 311

Essex ON N8M 1Y6

(519) 776-5209, Ext. 349

From: Sam Paglia [<mailto:spaglia@tecumseh.ca>]
Sent: Thursday, October 6, 2016 9:43 AM
To: Cynthia Casagrande <CCasagrande@erca.org>
Cc: Gerard Rood <gerard@roodengineering.ca>; John Henderson <JHenderson@erca.org>; Phil Bartnik <pbartnik@tecumseh.ca>
Subject: E09WE(110) - 2016-10-06-Webster Drain

Good morning Cynthia,

Please find attached, a letter notifying ERCA of expected drainage improvements to the Webster Drain.

A map of the Drain, the Request for Improvement form and a parcel information report are also attached for reference.

A hard copy of the letter will be sent to you by regular mail.

If there is any other information that you may require in order to advise on this project, please advise.

Kindest Regards,

Sam Paglia, P.Eng.

Drainage Superintendent

The Corporation of the Town of Tecumseh

Phone (519) 735-2184 - Ext 105

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Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

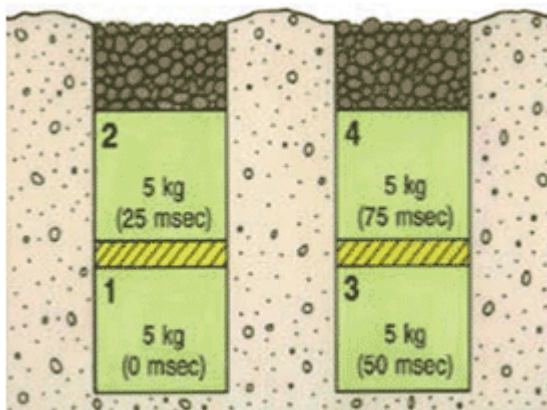
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
 - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
 - Repairs to erosion and sediment control measures and structures if damage occurs.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:
2013-11-25

APPENDIX "REI-B"

SCHEDULE C

MITIGATION PLAN

The Mitigation Plan shall be in effect until June 30, 2015.

The Municipality shall undertake measures to minimize adverse effects on species at risk in accordance with the general conditions described in Part B and taxa-specific conditions described in Part C, and the monitoring and reporting requirements described in Part D of this Mitigation Plan.

PART A. DEFINITIONS

1. Definitions:

1.1. In this Schedule, the following words shall have the following meanings:

"DFO" means Fisheries and Oceans Canada;

"MNR" means the Aylmer District Office of the Ministry of Natural Resources;

"Contact" means to contact the MNR in accordance with the notification/contact schedule provided to the Municipality by the MNR Designated Representative from time to time;

"Holding Tub" means a large, light-coloured container fitted with a non-airtight latchable lid approved by the MNR for the temporary storage of captured snakes, turtles, amphibians, birds or eggs;

"Interagency Notification Form" means the form issued by DFO, available at www.dfo-mpo.gc.ca, which is required to be completed when a drain is being maintained or constructed;

"Monitoring and Reporting Form" means the document that must be completed by the Municipality in accordance with Part D to this Schedule and will be provided to the Municipality;

"Ontario Operational Statement" means one of the documents issued by DFO, available at www.dfo-mpo.gc.ca, that sets out the conditions and measures to be incorporated into a project in order to avoid negative impacts to fish and fish habitat in Ontario, as modified from time to time;

"Process Charts" means the charts attached as Part E to this Schedule which describe the steps set out in this Mitigation Plan;

"Seasonal Timing Windows Chart" means the chart attached as Part G to this schedule which describes the Sensitive Periods applicable to each Taxonomic Group;

"Sensitive Area" means a geographic area in the Municipality where additional mitigation measures are required to be undertaken for one or more Taxonomic Groups;

"Sensitive Areas Map" means any one of the maps attached as Part F to this schedule which sets out the applicable Sensitive Areas;

"Sensitive Period" means a time of year set out in the Seasonal Timing Windows Chart during which taxa-specific mitigation measures are required to be undertaken for a Taxonomic Group because of ambient air/water temperatures, water-levels or important life-history stages;

"Taxonomic Group" means the distinct group comprising one or more Species based on their taxonomic relationship and common approaches to mitigating adverse effects (i.e., fish, mussels, turtles, snakes, amphibians, birds or plants); and

"Work Zone" means the geographic area in the Municipality where an Activity in respect of one of the Drainage Works is being conducted.

- 1.2. For greater certainty, any defined terms that are not defined in section 1.1 have the same meanings as in the Agreement.

PART B. GENERAL MEASURES TO MINIMIZE ADVERSE EFFECTS

2. Process Charts

- 2.1. The general steps set out in this Part B are visually described in the Process Charts (Part E).

3. Review of Documentation

- 3.1. Prior to conducting any Activities in respect of the Drainage Works the Municipality shall determine if conditions apply to the place, time or manner in which the Municipality wishes to pursue them by reviewing:
 - (a) the Sensitive Areas Maps (Part F) to determine if the Work Zone for the proposed Activities will occur within a Sensitive Area;
 - (b) the DFO Reference Guide for Fish and Mussel Species at Risk Distribution Maps: A Referral Review Tool for Projects Affecting Aquatic Species at Risk;
 - (c) the Seasonal Timing Windows Chart (Part G) to determine if the proposed Activities will occur during a Sensitive Period for one or more of the Taxonomic Groups; and
 - (d) the Process Charts to determine if prior notification is required;
 - (e) the mitigation measures for each applicable Taxonomic Group in Part C to determine what additional site-specific mitigation measures, if any, are required.
- 3.2. The Municipality shall document the results of the review undertaken in accordance with section 3.1 using the Monitoring and Reporting Form.

4. Sensitive Areas Maps

- 4.1. The Sensitive Areas Maps contain sensitive information about the distribution of species at risk, are provided for the sole purpose of informing this Agreement and are not to be copied or distributed for any other purposes or to any other party without the prior written authorization of the MNR Designated Representative.

5. Prior Notification to Seek Direction

- 5.1. If, after completing the review of documents described in section 3.1, the Municipality determines that the proposed Activities will be undertaken:
 - (a) in a place;
 - (b) at a time; or
 - (c) in a manner,that requires prior notification in accordance with the Process Charts, the Municipality shall provide prior notification to the MNR in order for the MNR to determine if the Municipality must undertake additional site-specific or Species-specific mitigation

measures to minimize adverse effects on the Species and, if applicable, to identify such measures.

- 5.2. The prior notification under section 5.1 shall include a completed Interagency Notification Form:
- (a) in respect of maintenance/repair where the proposed Activities are being undertaken pursuant to subsection 3(18) or section 74 of the *Drainage Act*, or
 - (b) in respect of construction/improvement where the proposed Activities are being undertaken pursuant to section 77 or 78 of the *Drainage Act*.
- 5.3. Where an Activity is undertaken in accordance with section 124 of the *Drainage Act* and would otherwise have required prior notification under section 5.1, the Municipality shall Contact the MNR by email prior to the commencement of the Activity, and complete and submit the applicable Interagency Notification Form within one week of the Activity's completion, unless otherwise directed in writing by the MNR Designated Representative.

6. General Mitigation Measures

- 6.1. Notwithstanding that prior notification or additional mitigation measures may be required in accordance with this schedule, in undertaking any Activity at any time in respect of the Drainage Works the Municipality shall:
- (a) undertake the mitigation measures for sediment control and for erosion control and bank stabilization set out in The Drain Primer (Cliff Evanitski 2008) published by DFO (ISBN 978-0-662-48027-3), unless otherwise authorized in writing by the MNR Designated Representative;
 - (b) use net free, 100% biodegradable erosion control blanket for all erosion control or bank stabilization done in conjunction with their Activities or, if authorized in writing by the MNR Designated Representative, alternative erosion control blankets that provide equal or greater protection to individual Species; and
 - (c) where applicable, follow the guidelines set out in the following Ontario Operational Statements:
 - (i) Beaver Dam Removal;
 - (ii) Bridge Maintenance;
 - (iii) Culvert Maintenance;
 - (iv) Isolated Pond Construction;
 - (v) Maintenance of Riparian Vegetation in Existing Right of Ways; and
 - (vi) Temporary Stream Crossing.

PART C. TAXA-SPECIFIC MEASURES TO MINIMIZE ADVERSE EFFECTS

ADDITIONAL MITIGATION MEASURES FOR FISH SPECIES

7. Activities undertaken in Sensitive Areas for Fish

- 7.1. Subject to section 7.2, where a proposed Activity will occur in a Sensitive Area for a fish Species, the Municipality shall Contact the MNR to seek further direction.
- 7.2. Section 7.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain under DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR MUSSEL SPECIES

8. Activities undertaken in Sensitive Areas for Mussels

- 8.1. Subject to section 8.2, where a proposed Activity will occur in a Sensitive Area for a mussel Species, the Municipality shall Contact the MNR to seek further direction.
- 8.2. Section 8.1 does not apply where the applicable Drainage Works are:
 - (a) in a naturally dry condition;
 - (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
 - (c) a closed drain.

ADDITIONAL MITIGATION MEASURES FOR TURTLE SPECIES

9. Training and Required On Site Materials for Turtles

- 9.1. The Municipality will ensure any person:
 - (a) involved in the capture, temporary holding, transfer and release of any turtle Species has received training in proper turtle handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

10. Activities undertaken in Sensitive Areas and Sensitive Periods for Turtles

- 10.1. Subject to section 10.2, where a proposed Activity will occur in a Sensitive Area for any turtle Species and during a Sensitive Period for that Species, the Municipality shall:
 - (a) not undertake any Activities that include the excavation of sediment or disturbance to banks during the applicable Sensitive Period unless otherwise authorized;
 - (b) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative;
 - (c) avoid draw-down and de-watering of the Sensitive Area during the applicable Sensitive Period; and

- (d) if authorized by the MNR Designated Representative under (a) above to undertake Activities that include excavation of sediment or disturbance of banks, in addition to any other measures required under (b) above, ensure any person undertaking an Activity has at least two Holding Tubs on site at all times.

10.2. Section 10.1 does not apply where the applicable Drainage Works are:

- (a) in a naturally dry condition;
- (b) classified as a Class F drain in DFO's *Class Authorization System for the Maintenance of Agricultural Municipal Drains in Ontario* (ISBN 0-662-72748-7); or
- (c) a closed drain.

11. Measures for Encounters with Turtles During a Sensitive Period

- 11.1. Where one or more individuals belonging to a turtle Species is encountered in the undertaking of an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
- (a) capture and transfer all uninjured individuals of that Species into a Holding Tub;
 - (b) capture and transfer all individuals injured as a result of the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals;
 - (c) ensure that the Holding Tubs with the captured individuals are stored at a cool temperature to prevent freezing until the individuals can be transferred; and
 - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of the individual turtles.

12. Measures for Encounters with Turtles Laying Eggs or Nest Sites

- 12.1. Where one or more individuals belonging to a turtle Species laying eggs, or an active nest site of any turtle Species, is encountered in undertaking an Activity in a Work Zone, the Municipality shall:
- (a) not disturb a turtle encountered laying eggs and not conduct any Activities within 20 metres of the turtle while it is laying eggs;
 - (b) collect any displaced or damaged eggs and capture any injured dispersing juveniles and transfer them to a Holding Tub;
 - (c) store all captured injured individuals and collected eggs out of direct sunlight;
 - (d) immediately Contact the MNR to seek direction and to arrange for the transfer of any injured individuals and eggs;
 - (e) immediately stop any disturbance to the nest site and recover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
 - (f) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
 - (g) not place any dredged materials removed from the Drainage Works on top of the nest site;
 - (h) mark out the physical location of the nest site for the duration of the project but not by any means that might increase the susceptibility of the nest to predation or poaching; and
 - (i) where there are no collected eggs or captured individuals, record relevant information and Contact the MNR within 72 hours to provide information on the location of the nest site.

13. Measures for Encounters with Turtles Outside of a Sensitive Period

- 13.1. Where one or more individuals belonging to a turtle Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) briefly stop the Activity for a reasonable period of time to allow any uninjured individual turtles of that Species to leave the Work Zone;
 - (b) where individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (a) above, capture all uninjured individuals and release them in accordance with section 14.1;
 - (c) where circumstances do not allow for their immediate release, transfer captured uninjured individuals for a maximum of 24 hours into a Holding Tub which shall be stored out of direct sunlight and then release them in accordance with section 14.1;
 - (d) capture and transfer any individuals that have been injured into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (e) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

14. Release of Captured Individuals Outside of a Sensitive Period

- 14.1. Where uninjured individuals are captured under section 13.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.
- 14.2. Following a release under section 14.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

15. Measures for Dead Turtles

- 15.1. Where one or more individuals of a turtle Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a turtle Species within the Work Zone, the Municipality shall:
- (a) place any dead turtles in a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR SNAKE SPECIES

16. Training and Required On Site Materials for Snakes

- 16.1. The Municipality will ensure any person:
- (a) involved in the capture, temporary holding, transfer and release of any snake Species has received training in proper snake handling procedures; and
 - (b) who undertakes an Activity has a minimum of two Holding Tubs and cotton sacks on site at all times.

17. Activities undertaken in Sensitive Areas and Sensitive Periods for Snakes

- 17.1. Where a proposed Activity involves physical infrastructure (e.g., culverts, pump houses, etc.) and will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Hibernation* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.
- 17.2. Where a proposed Activity will occur at or adjacent to a known hibernacula (as identified by the MNR) for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall:
 - (a) erect effective temporary snake barriers approved by the MNR that will not pose a risk of entanglement for snakes and that shall be secured so that individual snakes may not pass over or under the barrier or between any openings to enter or re-enter the Work Zone;
 - (b) inspect the temporary snake barriers daily during periods when snakes are active, capture any individuals incidentally encountered within the area bounded by the snake barrier and release the captured individuals in accordance with section 21.1; and
 - (c) remove the temporary snake barriers immediately upon completion of the Activity.
- 17.3. Where a proposed Activity that does not involve physical infrastructure will occur in a Sensitive Area for any snake Species and during a *Sensitive Period – Staging* for that Species, the Municipality shall undertake the Activity outside of the Sensitive Period, unless otherwise authorized by and in accordance with any site-specific measures provided in writing by the MNR Designated Representative.

18. Measures for Encounters with Snakes During a Sensitive Period

- 18.1. Where one or more individuals belonging to a snake Species is encountered, or should an active hibernacula be uncovered, while conducting an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) during a Sensitive Period for that Species, the Municipality shall:
 - (a) capture and transfer all injured and uninjured individual snakes of that Species into individual light-coloured, drawstring cotton sacks;
 - (b) place all cotton sacks filled with the captured individuals into a Holding Tub;
 - (c) ensure that the Holding Tub with the captured individuals is stored at a cool temperature to protect the snakes from freezing until the individuals can be retrieved or transferred;
 - (d) if an active hibernacula is uncovered, cease all Activities at the hibernacula site; and
 - (e) immediately Contact the MNR to seek direction and to arrange for the transfer and/or retrieval.

19. Measures for Encounters with Snake Nests

- 19.1. Where an active nest of any of the snake Species is encountered and disturbed while undertaking an Activity in any part of a Work Zone, the Municipality shall:
 - (a) collect any displaced or damaged eggs and transfer them to a Holding Tub;
 - (b) capture and transfer all injured dispersing juveniles of that Species into a light-coloured drawstring cotton sack;
 - (c) place all cotton sacks with the captured injured individuals into a Holding Tub;

- (d) ensure that the Holding Tub with the captured injured individuals is stored out of direct sunlight;
- (e) immediately Contact the MNR to seek direction and to arrange for the transfer of the injured individuals;
- (f) immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals;
- (g) not drive any equipment over the nest site or conduct any Activities within 5 metres of the nest site;
- (h) not place any dredged materials removed from the Drainage Works on top of the nest site;
- (i) mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching; and
- (j) where there are no collected eggs or captured individuals, Contact the MNR within 72 hours to provide information on the location of the nest site.

20. Measures for Encounters with Snakes Outside of a Sensitive Period

- 20.1. Where one or more individuals belonging to a snake Species is encountered while undertaking an Activity in any part of a Work Zone (including, but not limited to, a Sensitive Area) but outside of any Sensitive Period for that Species, the Municipality shall:
- (a) follow the requirements in section 16;
 - (b) briefly stop the Activity for a reasonable period of time to allow any uninjured individual snakes of that Species to leave the Work Zone;
 - (c) if the individuals do not leave the Work Zone after the Activity is briefly stopped in accordance with (b) above, capture all uninjured individuals and release them in accordance with section 21.1;
 - (d) where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them in a Holding Tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with section 21.1;
 - (e) capture and transfer any individuals injured as a result of conducting the Activities into a Holding Tub separate from any Holding Tub containing uninjured individuals; and
 - (f) store all captured injured individuals out of direct sunlight and immediately Contact the MNR to seek direction and to arrange for their transfer.

21. Release of Captured Individuals Outside of a Sensitive Period

- 21.1. Where uninjured individuals are captured under section 20.1, they shall be released:
- (a) within 24 hours of capture;
 - (b) in an area immediately adjacent to the Drainage Works where there is natural vegetation cover;
 - (c) in an area that will not be further impacted by the undertaking of any Activity; and
 - (d) not more than 250 metres from the capture site.

- 21.2. Following a release under section 21.1, the Municipality shall Contact the MNR within 72 hours of the release to provide information on the name of the Drainage Works, the location of the encounter and the location of the release site.

22. Measures for Dead Snakes

- 22.1. Where one or more individuals belonging to a snake Species is killed as a result of an Activity in a Work Zone, or if a person undertaking an Activity finds a deceased individual of a snake Species within the Work Zone, the Municipality shall:
- (a) collect and transfer any dead individuals into a Holding Tub outside of direct sunlight; and
 - (b) Contact the MNR within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.

ADDITIONAL MITIGATION MEASURES FOR HERBACEOUS PLANTS

23. Activities Undertaken in Sensitive Areas for Herbaceous Plants

- 23.1. Where a proposed Activity will occur that involves physical disturbance to vegetated banks or the killing and/or removal of vegetation through chemical or mechanical means in a Sensitive Area for any herbaceous plant Species, the Municipality shall:
- (a) undertake the Activity outside of the Sensitive Period, unless otherwise authorized;
 - (b) limit equipment access and operations to the side of the Drainage Works that will minimize disturbances where any of the plant Species occur;
 - (c) locate temporary storage sites for excavated sediments or bank materials on areas of open soil away from where any of the plant Species are likely to occur;
 - (d) not use any broad spectrum herbicides in Sensitive Areas; and
 - (e) undertake Activities in accordance with any additional site-specific measures provided in writing by the MNR Designated Representative.

ADDITIONAL MITIGATION MEASURES FOR TREE SPECIES

24. Additional Measures for Butternut

- 24.1. Where Butternuts may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark as retainable trees all individual Butternut trees within the Work Zone during work planning site visits unless the individual Butternut has been assessed as a non-retainable tree due to infection by Butternut canker by a person designated by the Minister as a Butternut Health Assessor;
 - (b) retain and avoid disturbance to all individuals identified under (a) above that have been identified as retainable trees or that have not been assessed, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance to where any of the individual Butternut trees occur,
 - (ii) working around trees,

- (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems,
- (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals, and
- (v) where branches are required to be removed to allow for safe operation of equipment, removing them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

25. Measures for Other Trees

- 25.1. Where Kentucky Coffee-tree may exist in a Work Zone and may be affected by an Activity, the Municipality shall:
- (a) identify and mark all individual Kentucky Coffee-tree within the Work Zone during work planning site visits;
 - (b) avoid disturbance to all individuals identified under (a) above, unless otherwise authorized in writing by the MNR Designated Representative;
 - (c) conduct Activities by:
 - (i) limiting equipment access and operations to the side of the Drainage Works that will minimize disturbance where any of the individuals occur,
 - (ii) working around trees,
 - (iii) avoiding compacting and/or disturbing the soil by keeping excavation and other heavy equipment a minimum of 2 metres away from the main stem of retained individuals to avoid damaging roots and stems, and
 - (iv) placing excavated materials on areas not within 2 metres of the main stem of retained individuals; and
 - (d) where branches are required to be removed to allow for safe operation of equipment, remove them using appropriate equipment, such as pruning saws, chain saws or lopping shears, in accordance with good forestry practices.

PART D. MONITORING AND REPORTING REQUIREMENTS

26. Compliance Monitoring.

- 26.1. The Municipality shall inspect the undertaking of the Activities at the locations described in Part F of this Schedule C, and shall record the results of the inspections in the Monitoring and Reporting Form.
- 26.2. The Municipality shall record all encounters with Species and the resulting mitigation measures taken by the Municipality in the Monitoring and Reporting Form.

27. Reporting

- 27.1. Prior to March 31 of each year the Mitigation Plan is in effect, the Municipality shall submit a completed Monitoring and Reporting Form containing all of the information collected under sections 26.1 and 26.2 during the previous twelve months to the MNR Designated Representative.

28. Review

- 28.1. Within six months of the expiry of this Mitigation Plan but no later than three months from the time of its expiry, the Parties shall meet to review the measures and actions taken and the Activities undertaken during its term and to discuss the terms and conditions of the next Mitigation Plan.

APPENDIX "REI-C"

STANDARD SPECIFICATIONS **FOR ACCESS BRIDGE CONSTRUCTION**

1. CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the new pipe in place, it shall completely backfill same and install new concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 25 Mpa at 28 days and shall include 6% \pm 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 500mm (20") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Town Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Town Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Town Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, the Engineer and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

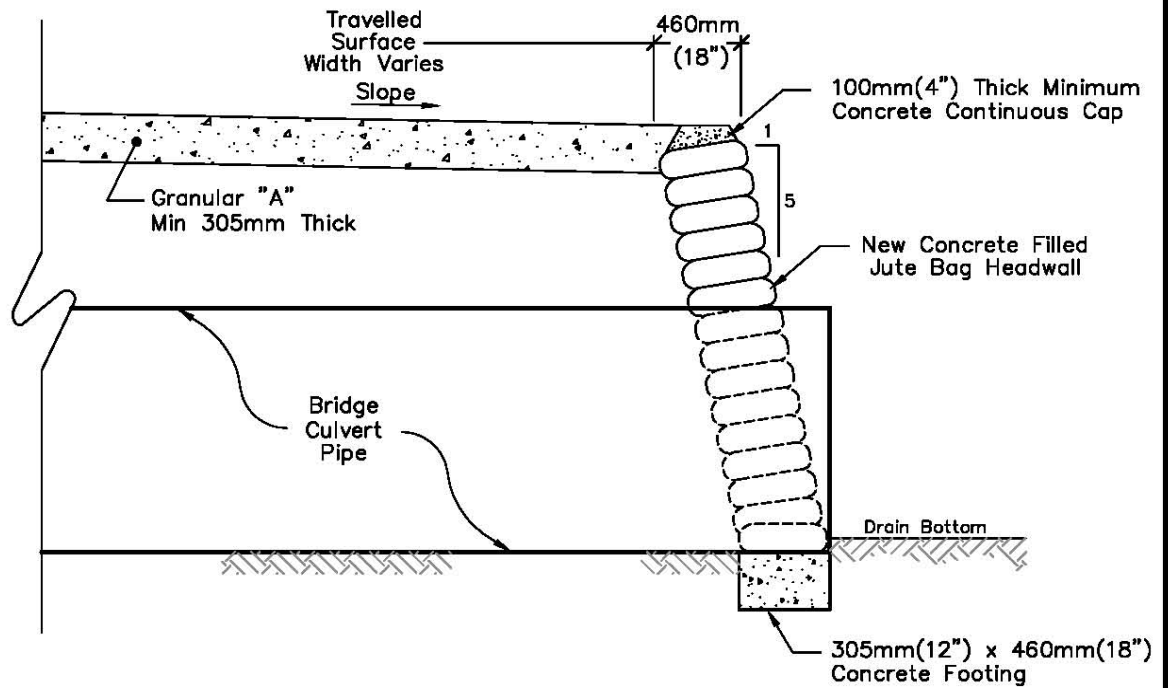
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations.

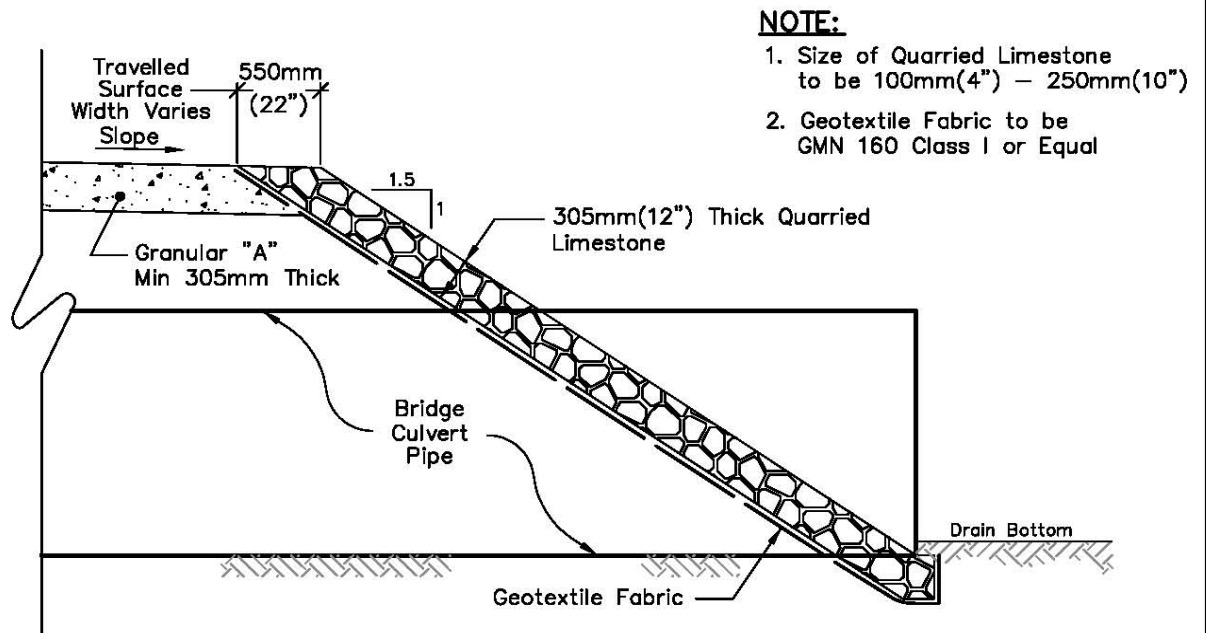
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Town Drainage Superintendent and Engineer.



Typical Jute Bag Headwall



Typical Quarried Limestone End Protection

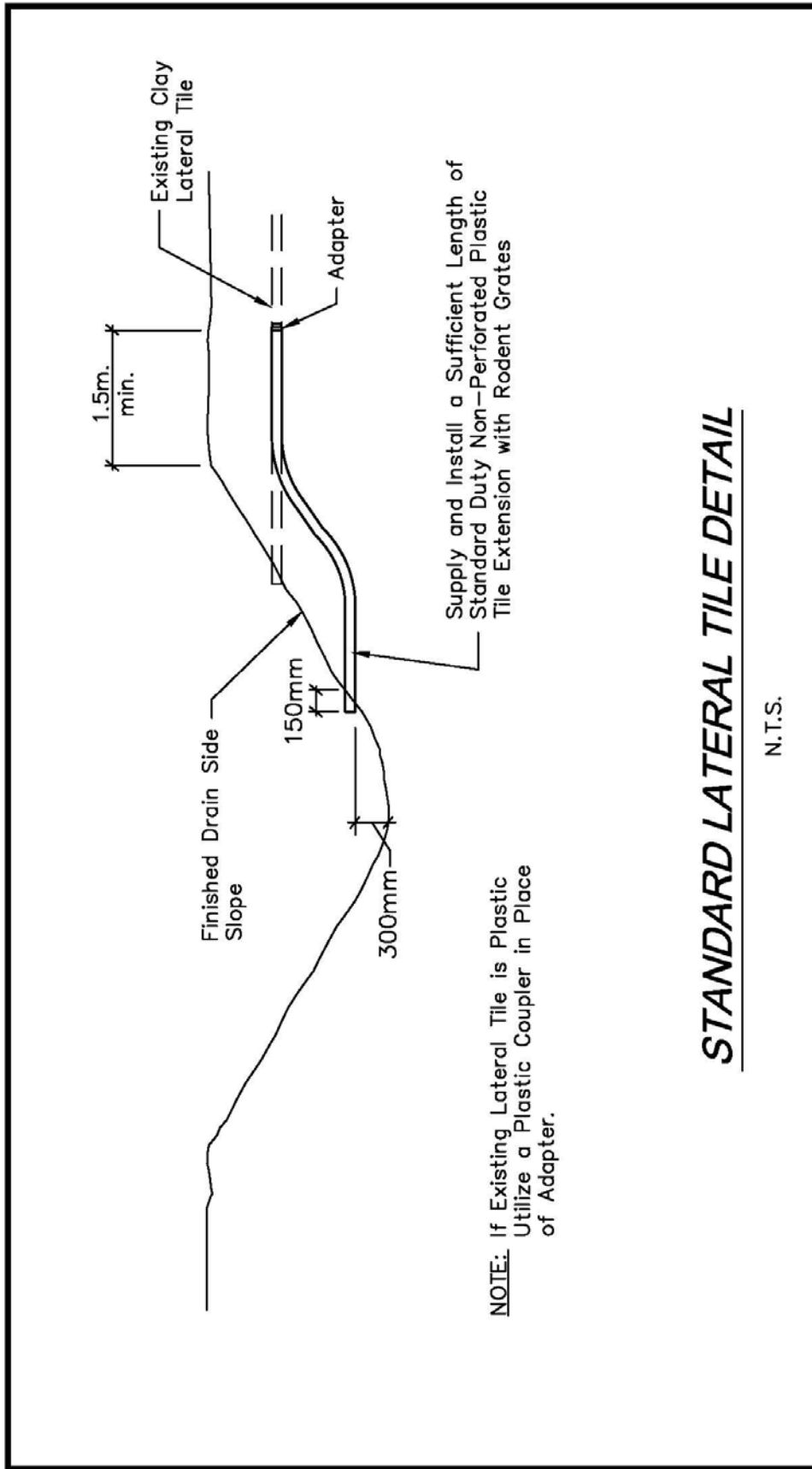
Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

Leamington, Ontario N8H 1G6

519-322-1621



STANDARD LATERAL TILE DETAIL

N.T.S.



Block Headwall Installation Instructions for Culverts

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with 3/4" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

APPENDIX "REI-D"

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26th day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

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

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:
 - 4.9 Permitted fires, except those described in Section 4.4, shall,
 - a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
 - b) in residentially zoned areas, be completely extinguished by 2:00 a.m.
2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:
 - 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

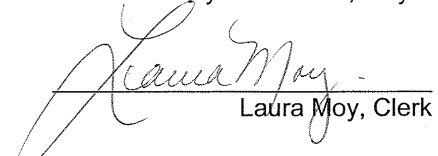
5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

READ a first, second, third time and finally passed this 11th day of September, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

AND WHEREAS Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

AND WHEREAS Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

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

1. DEFINITIONS

In this By-law:

- 1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.
- 1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.
- 1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.
- 1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.
- 1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.
- 1.6 "Farmlands" means land designated "agricultural".
- 1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.
- 1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.
- 1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.
- 1.10 "Open Air Burning" means any fire set in the Open Air.
- 1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.
- 1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.
- 1.13 "Person" means an individual, business, a partnership or a corporation.
- 1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.
- 1.15 "Police Officer" means any member of the Ontario Provincial Police.
- 1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.
- 1.17 "Town" means The Corporation of the Town of Tecumseh.

2. ADMINISTRATION AND ENFORCEMENT

- 2.1 The Chief Fire Official shall be responsible for the administration of this by-law.
- 2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.
- 2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.
- 2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.
- 2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

3. ENVIRONMENT

- 3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.
- 3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.
- 3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:
 - (a) decrease in visibility on any highway or roadway;
 - (b) threaten a rapid spread of fire through a grass or brush area;
 - (c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

4. GENERAL PROVISIONS

- 4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.
- 4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.
- 4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,
 - (a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;
 - (b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

- 4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;
- (b) installation and location of Burning Appliances must meet the manufacturer's specifications.
- 4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;
- (b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;
- (c) an Open Air fire shall be restricted to daylight hours only;
- (d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater than one (1) hectare in size;
- (e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.
- 4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.
- 4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.
- 4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.
- 4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height.
- 4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:
- (a) responsible and liable for any damage to property or injury to person occasioned by said fire;
- (b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

- (c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

- 4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.
- 4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.
- 4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

5. FIRES REQUIRING PERMITS

- 5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.
- 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.
- 5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.
- 5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

6. OFFENCES

- 6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;
- (b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

7. FINES

- 7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand (\$5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

8. SEVERABILITY

- 8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

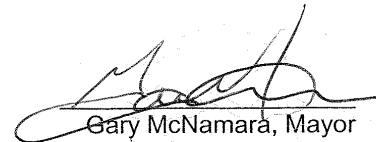
10. **EFFECTIVE DATE**

10.1 This by-law shall come into full force and take effect on the 1st day of July, 2007.

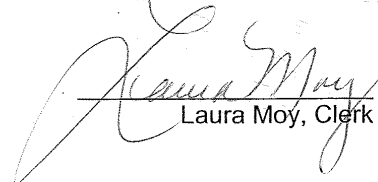
11. **REPEAL**

11.1 By-law No. 2005-57 is hereby repealed.

READ a first, second, third time and finally passed this 26th day of June, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

SCHEDULE "A"
By-law Number 2007-41

**THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES**

"Full Cost Recovery Basis" includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

Emergency Services Rendered:

- (a) \$350.00 first hour or part thereof per piece of equipment;
- (b) \$175.00 each additional half-hour or part thereof per piece of equipment;
- (c) \$42.00 first hour or part thereof per firefighter who responds to the call;
- (d) \$27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;
- (e) the cost of all extinguishing agents required to extinguish the fire.

No Emergency Services Rendered:

- (a) \$350.00 flat rate per piece of equipment where services are not required nor provided;
- (b) \$42.00 flat rate per firefighter who responds to the call for service.

APPENDIX "REI-E"

WATERSHED & KEY PLAN

OF THE

WEBSTER DRAIN

Bridge Replacement for Craig & Christine Pearce (410-00700)

(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Rood
GERARD ROOD, P.ENG.



ROOD
ENGINEERING
INC.
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621

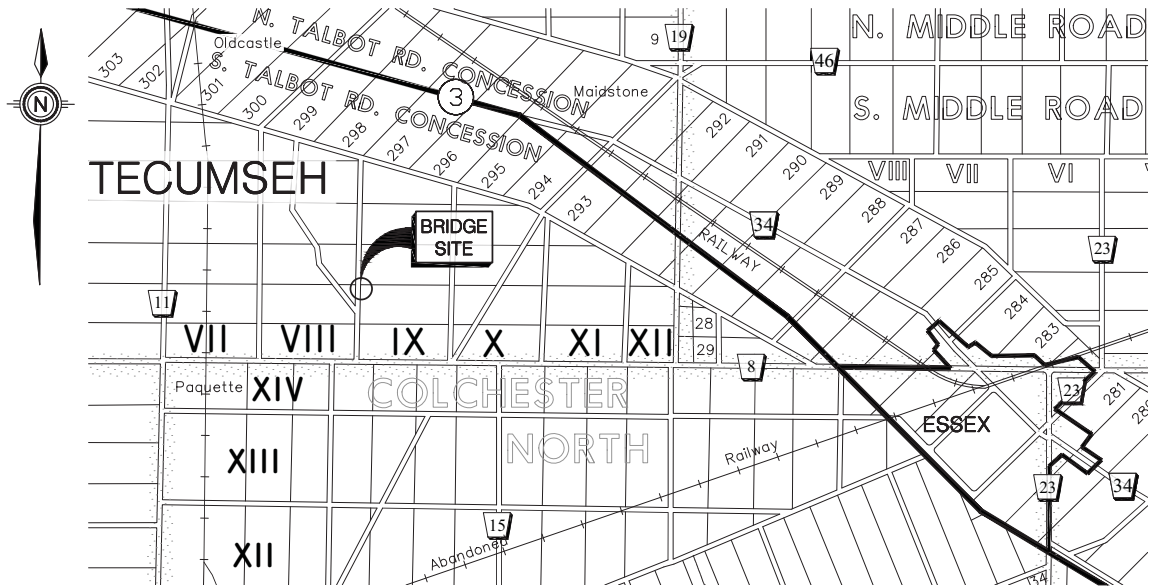
DATE: June 1st, 2017

TOWN OF TECUMSEH

MAYOR: Gary McNamara
CLERK: Laura Moy
DRAINAGE
SUPERINTENDENT: Sam Paglia, P.Eng.

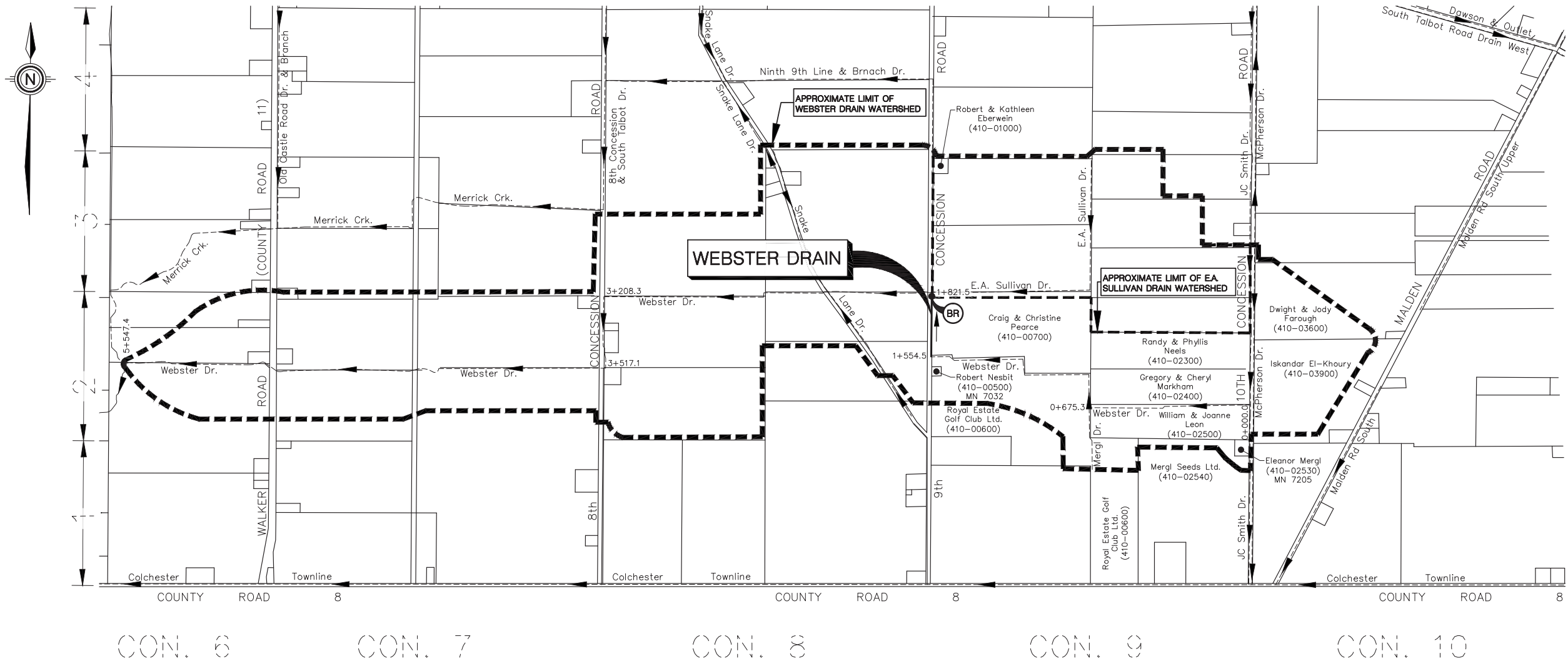
BENCHMARKS:

WEST OBVERT 1200mm CSP
CULVERT CROSSING 9TH CONCESSION
OVER WEBSTER DRAIN
ELEV. = 54.862 m



KEY PLAN

Scale = 1:50,000



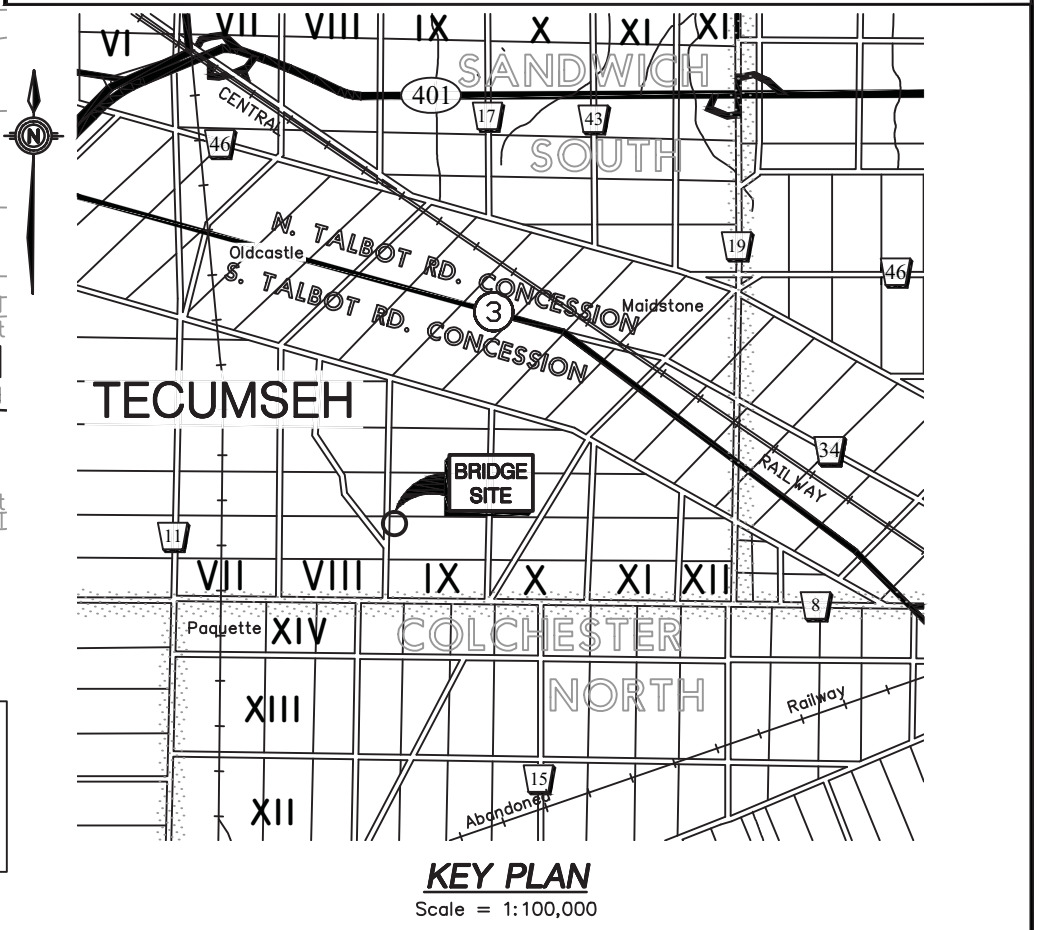
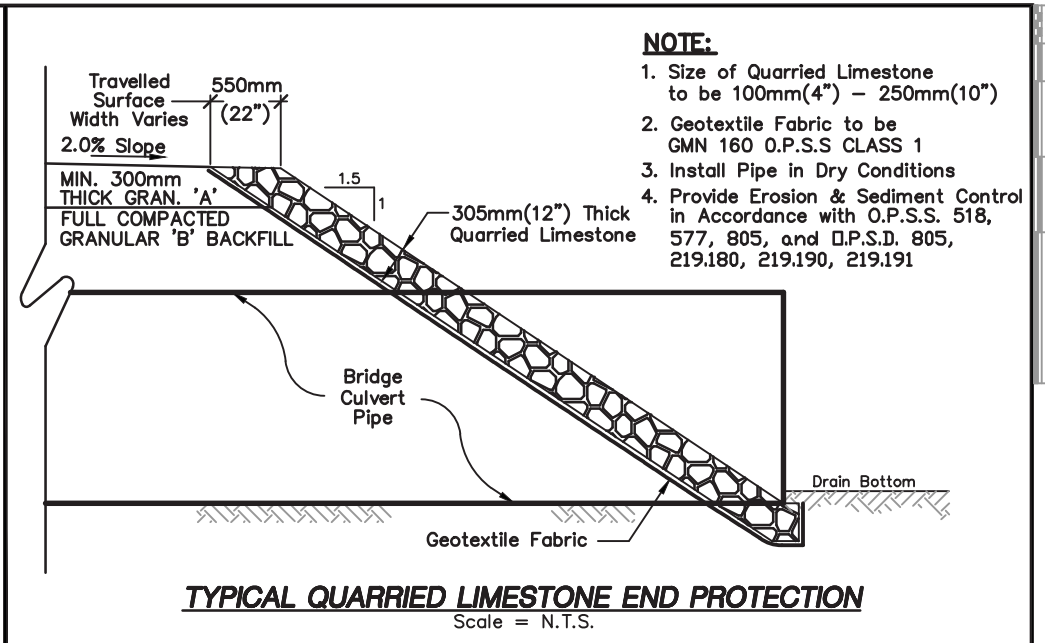
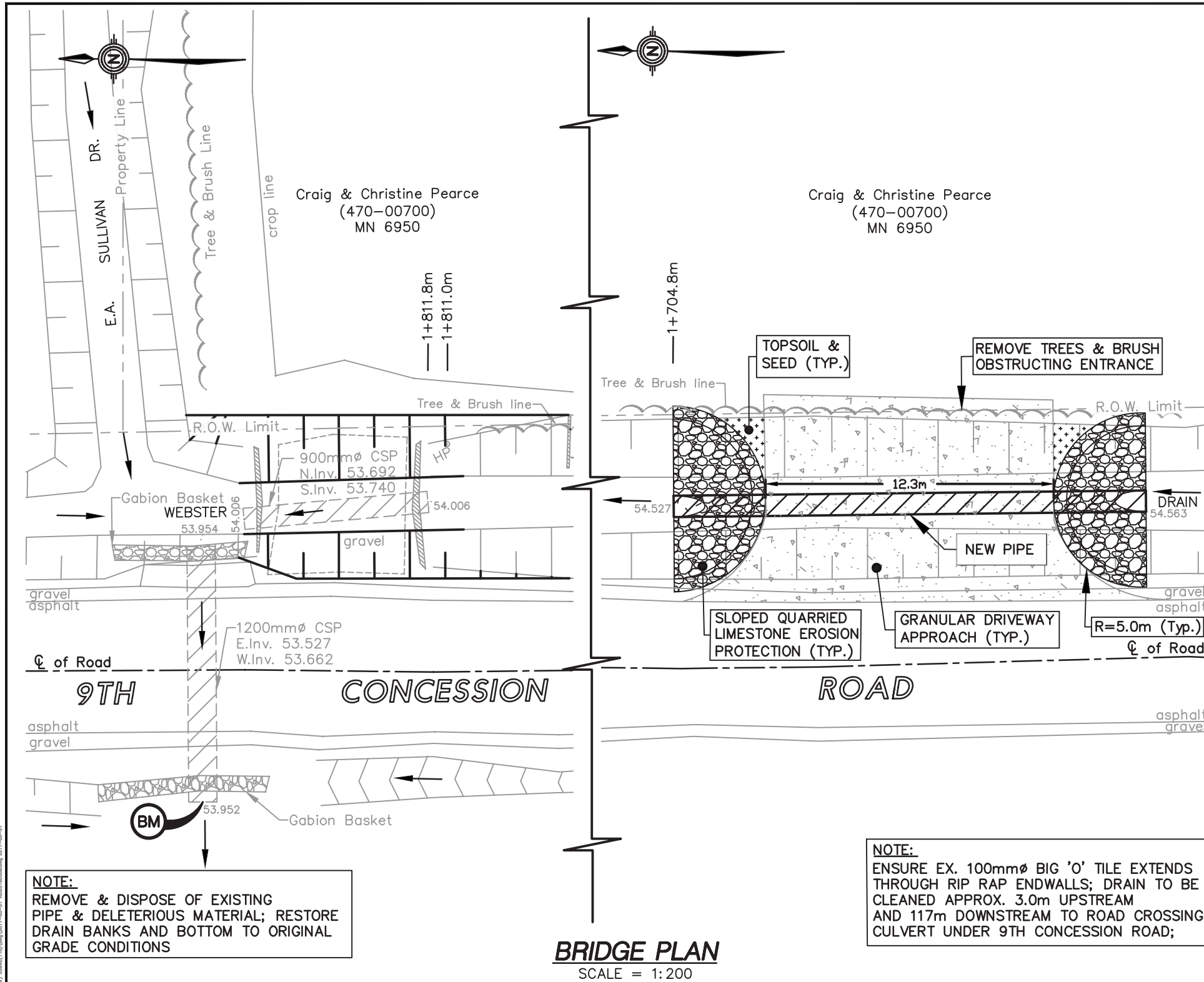
WATERSHED PLAN


Scale = 1:10,000

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

DRAWN BY: G.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D058.DWG
FILE No.: REI2016D058
SHEET No.: 1 OF 2

E09WE(110)



BENCHMARK: WEST OBVERT 1200mmØ CSP ON WEBSTER DRAIN CROSSING 9TH CONCESSION ROAD FRONTING MN 6950 ELEV. = 54.862m						WEBSTER DRAIN BRIDGE REPLACEMENT FOR CRAIG & CHRISTINE PEARCE (410-00700) (GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH) IN THE TOWN OF TECUMSEH IN THE COUNTY OF ESSEX • ONTARIO				ROOD ENGINEERING INC. CONSULTING ENGINEERS Leamington, Ontario 519-322-1621	
PIPE SIZE:	PIPE LENGTH:	PIPE GAUGE:	CORRUGATIONS:	TYPE OF PIPE:	DESIGN ELEVATIONS:					FILE No.:	DRAWN BY: G.S.&K.S.
900mmØ	20.0m (65.62 FT.)	320 kPA	STANDARD	H.D.P.E. SMOOTHWALL BOSS 2000	UPSTREAM INV. (S) = 53.767m DOWNSTREAM INV. (N) = 53.757m ℄ TOP OF DRIVEWAY = 55.961m DRAIN GRADE = 0.05%					2016D058	PLOT CODE: 1:1 FILE: REI2016D058.DWG E09WE(110)
										DATE: 2017-06-01 APPENDIX 'E' 2 OF 2	

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
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	
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	Tecumseh and Lakeshore Administration meet and a response is pending from Lakeshore.
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	

17/17	July 25, 2017		OSSAHS Resource Centre	Request for an addition to the Fire Station No. 2 for a Resource Centre for The Olde Sandwich South & Area Historical Society referred to Administration for a report and recommendation for consideration during the 2018 Budget deliberations.	Recreation/ Finance	
18/17	July 25, 2017		Urban Chickens	Zoning Order issued to Dan Beaulieu relating to the keeping of chickens at 2380 Lesperance Road, be deferred pending further discussion and decision-making by Council on the matter of the keeping of urban chickens based on further research and reporting by Administration	Clerks/ Planning	

Meeting Date: August 8, 2017

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-59

Being a by-law to confirm the proceedings of the
August 8, 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 **Aug 8, 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 **Aug 8, 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 8th day of August, 2017.

Gary McNamara, Mayor

“SEAL”

Laura Moy, Clerk