

Tuesday, September 12, 2017, 7:00 PM  
Tecumseh Town Hall  
www.tecumseh.ca

**Pages**

<b>1. CALL TO ORDER - Mayor</b>	
<b>2. MOMENT OF SILENCE</b>	
<b>3. NATIONAL ANTHEM</b>	
<b>4. ROLL CALL &amp; DISCLOSURE OF PECUNIARY INTEREST</b>	
<b>5. COUNCIL MINUTES</b>	
a. Regular Council	5 - 11
August 8, 2017	
<b>6. SUPPLEMENTARY AGENDA ADOPTION</b>	
<b>7. DELEGATIONS</b>	
a. Gary McNamara, Mayor and AMO Past President	
Re: Communicating the Local Share	
b. 2018 Pre Budget Council Consultation	
<b>8. COMMUNICATIONS FOR INFORMATION</b>	
a. Office of the Minister of Public Services and Procurement	12 - 12
Re: Canada Post Restoration of Door-to-Door Mail Delivery	
b. Town of Lakeshore	13 - 13
Re: Notice of the Passing of a Zoning By-Law Amendment	
c. Government Finance Officers Association	14 - 15
Re: Town of Tecumseh Distinguished Budget Presentation Award	
d. Town of Tecumseh	16 - 16
Re: Notice of 2018 Business Plan & Budget	
<b>9. COMMUNICATIONS ACTION REQUIRED</b>	
a. 2017 Risk Management Symposium	17 - 17
<b>That</b> the Mayor and Members of Council be authorized to attend the LAS 2017 Risk Management Symposium in North York, on October 4 and 5, 2017, in accordance with the Town's Travel and Professional Development Policies, and subject to funding in the 2017 Budget.	
b. Dillon Consulting, Re: Baillargeon Drain Appointment	18 - 19
<b>That</b> the recommendation of Dillon Consulting, as set out in their letter dated August 16, 2017, and in accordance with section 40 of the Drainage Act, that a Drainage Report is not required to proceed with the enclosure and realignment of the Baillargeon Drain due to a revised stormwater management solution for the MRSPA, be accepted; and that all engineering costs to date, in the approximate amount of \$33,900, be levied to the Town of Tecumseh.	

- |    |                                |         |
|----|--------------------------------|---------|
| c. | Waste Reduction Week in Canada | 20 - 22 |
|----|--------------------------------|---------|

That October 16 to 22, 2017, be proclaimed as 'Waste Reduction Week' in the Town of Tecumseh.

## 10. COMMITTEE MINUTES

- |    |   |         |
|----|---|---------|
| a. | Youth Advisory Committee<br>August 21, 2017           | 23 - 25 |
| b. | Heritage Committee<br>August 21, 2017                 | 26 - 27 |
| c. | Cultural & Arts Advisory Committee<br>August 21, 2017 | 28 - 30 |
| d. | Senior Advisory Committee<br>August 24, 2017          | 31 - 33 |
| e. | Policies and Priorities Committee<br>August 8, 2017   | 34 - 38 |

## 11. REPORTS

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|----|--|----------|
| a. | Chief Administrative Officer   |          |
|    | 1. Chief Administrative Officer, Report No 08-17<br>Re: Ontario Municipal Commuter Cycling (OMCC) Program – Grant Funding                              | 39 - 45  |
| b. | Corporate Services & Clerk   |          |
|    | 1. Director Corporate Services & Clerk, Report No. 27-17<br>Re: Rodent Control   | 46 - 54  |
|    | 2. Manager Committee & Community Services, Report No 28-17<br>Re: 2017 Local Government Week   | 55 - 60  |
|    | 3. Director Corporate Services & Clerk, Report No 29-17<br>Re: Internet and Telephone Voting Service Provider, 2018 Municipal & School Board Elections | 61 - 64  |
|    | 4. Director Corporate Services & Clerk, Report No 30-17<br>Re: 2018 Council Conferences  | 65 - 68  |
|    | 5. Director Corporate Services & Clerk, Report No 31-17<br>Re: 2018 December Holiday Schedule  | 69 - 72  |
| c. | Financial Services   |          |
|    | 1. Director Financial Services & Treasurer, Report No. 13-17<br>Re: Essex Powerlines Corporation Long Term Financing Agreement Renewal                 | 73 - 80  |
|    | 2. Deputy Treasurer & Tax Collector, Report No. 14-17<br>Re: Vacancy Rebate Program Review   | 81 - 84  |
| d. | Information & Communication Services   |          |
|    | 1. Director Information & Communication Services, Report No 02-17<br>Re: Telus Corporate Purchasing Group Agreement                                    | 85 - 117 |

e.	Parks & Recreation Services	
1.	Manager Parks & Horticulture, Report No 20-17	118 - 122
	Re: Tender Award for the Request for Quotations, Supply of Equipment for Parks Department	
f.	Planning & Building Services	
1.	Manager Planning Services, Report No 24-17	123 - 132
	Re: Tecumseh Transit Service (TTS), January to June 2017 Status Report	
2.	Director, Planning and Building Services. Report No 25-17	133 - 144
	Re: County Wide Active Transportation System (CWATS), Town of Tecumseh 2018 Proposed Projects, Dedicated Bike Lanes Along Lesperance Road and Design and Utility Relocates - Trail Along Walker Road	
3.	Director, Planning and Building Services, Report No 26-17	145 - 154
	Re: Financial Incentive Program Grant Application, Tecumseh Road Main Street Community Improvement Plan, 12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty), Building Façade Improvement Grant	
4.	Manager Building Services & Chief Building Official, Report No 27-17	155 - 158
	Re: 2017 Six Month Permit Report	
g.	Public Works & Environmental Services	
1.	Director Public Works & Environmental Services, Report No 42-17	159 - 162
	Re: Installation of Highway 401 Gateway Signage, Electrical Works, Tender Award	
2.	Drainage Superintendent, Report No 43-17	163 - 170
	Re: East McPherson Drain – Tender Award	
3.	Manager Roads & Fleet, Report No 44-17	171 - 175
	Re: Sanitary Sewer Collection System Rehabilitation Project Proposal Award	

## 12. BY-LAWS

a.	By-Law 2017-60	176 - 240
	Being a by-law to authorize the execution of Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Clean Water and Wastewater Fund	
b.	By-Law 2017-61	241 - 244
	Being a by-law to amend By-law No. 2003-91 being a by-law to provide for the regulation, restriction and prohibition of the keeping and the running-at-large of dogs in the Town of Tecumseh	
c.	By-Law 2017-62	245 - 262
	Being a by-law to govern the proceedings of Council and its committees/local boards, the conduct of its members and the calling of meetings.	

d.	By-Law 2017-63	263 - 304
	Being a by-law to govern procurement policies and procedures	
e.	By-Law 2017-64	305 - 306
	Being a by-law to confirm and appoint certain officers, servants and employees of the Corporation of the Town of Tecumseh	
f.	By-Law 2017-65	307 - 312
	Being a by-law to authorize an Amending Agreement for the Canada 150 Community Infrastructure Program Contribution Agreement between The Corporation of the Town of Tecumseh (Town) and Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario (Minister)	
g.	By-Law 2017-66	313 - 366
	Being a by-law to provide for the repair and improvements to the 7th Concession Drain	
h.	By-Law 2017-67	367 - 396
	Being a by-law to authorize the execution of a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company	
<b>13.</b>	<b>UNFINISHED BUSINESS</b>	
a.	Unfinished Business Listing	397 - 398
	September 12, 2017	
<b>14.</b>	<b>NEW BUSINESS</b>	
<b>15.</b>	<b>MOTIONS</b>	
a.	In-Camera Meeting	
b.	By-Law 2017-67	399 - 399
	Being a by-law to confirm the proceedings of the September 12, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh	
<b>16.</b>	<b>NOTICES OF MOTION</b>	
<b>17.</b>	<b>NEXT MEETING</b>	
	Tuesday, September 26, 2017	
	6:00 pm Special Council Meeting Re: 8th Concession Sanitary By-Law	
	7:00 pm Regular Council Meeting	
<b>18.</b>	<b>ADJOURNMENT</b>	



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

Tecumseh Council meets in regular public session on Tuesday, August 08, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 pm.

(RCM 13-1)

### **ORDER**

The Mayor calls the meeting to order at 7:18 pm.

(RCM 13-2)

### **MOMENT OF SILENCE**

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

(RCM 13-3)

### **NATIONAL ANTHEM**

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

(RCM 13-4)

### **ROLL CALL**

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

Absent:	Councillor	- Tania Jobin
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Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	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 Services	- Paul Anthony
	Deputy Treasurer & Tax Collector	- Tom Kitsos
	Manager Committee & Community Services	- Christina Hebert
	Manager Engineering Services	- Phil Bartnik
	Manager Roads & Fleet	- Kirby McArdle
	Manager Strategic Initiatives	- Lesley Racicot

### **PECUNIARY INTEREST**

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

(RCM 13-5)

### **MINUTES**

Motion: (RCM-272/17) Moved by Councillor Brian Houston  
Seconded by Councillor Andrew Dowie

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

Carried

(RCM 13-6)

**SUPPLEMENTARY AGENDA ADOPTION**

None.

(RCM 13-7)

**DELEGATIONS**

None.

(RCM 13-8)

**COMMUNICATIONS**

Communications – For Information

- A. Greater Essex County District School Board, Re: Surplus Property and Building, 12433 Dillon Drive, Tecumseh, ON, N8N 1C1
- B. Environment and Climate Change Canada, Re: Protection and Restoration of the Great Lakes and St. Lawrence River Basin
- C. Town of Lakeshore, Re: Notice of Public Meeting
- D. Town of Lakeshore, Re: Notice of the Passing of a Temporary Use Zoning By-Law Amendment by the Corporation of the Town of Lakeshore
- E. County of Essex, Re: Support for Bill 94 - Amendments to the Highway Traffic Act and Pilot Project
- F. County of Essex, Re: Notice of Decision of Official Plan Amendment No. 39, 11941 Tecumseh Road

Motion: (RCM-273/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Bill Altenhof

**That** Communications – *for Information* A through F as listed on the August 8, 2017 Regular Council Meeting Agenda are received.

Carried

In response to a query regarding Communication A, the Chief Administrative Officer advises on the protocol by the Ministry of Education for the disposition of surplus property for public agencies and if no interest is received, the opportunity for private interests. It is suggested that Lakeview Montessori School be made aware.

Further to a subsequent inquiry, the Director Planning & Building Services explains the potential viable uses for the former Victoria Public School property and the decision making process. The process would be driven by the future owner/applicant.

Communications – Action Required

- A. Association of Municipalities of Ontario, Re: Human Services Symposium
- B. Association of Municipalities of Ontario, Re: Municipal Labour Relations Symposium
- C. County of Essex, Re: Support for Windsor Essex County Environment Committee Resolution Pertaining to the Ontario Nuclear Emergency Response Plan
- D. The Township of The Archipelago, Re: Reconsider Proposed Changes Under Bill 86, Re: Out of Court Payments

Motion: (RCM-274/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

**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.

Carried

Motion: (RCM-275/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**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.

Carried

Motion: (RCM-276/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**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.

Carried

Motion: (RCM-277/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Brian Houston

**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.

Carried

(RCM 13-9)

#### COMMITTEE MINUTES

Motion: (RCM-278/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rita Ossington

**That** the July 20, 2017 minutes of the Corn Festival Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-279/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston

**That** the July 20, 2017 minutes of the Senior Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-280/17) Moved by Councillor Brian Houston  
Seconded by Councillor Andrew Dowie

**That** the July 25, 2017 minutes of the Court of Revision, as was duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 13-10)

#### REPORTS

Manager Committee & Community Services, Report No. 20/17, Re: Cat Spay and Neuter Voucher Program, Cat Intake Program, Bi-Annual Update for 2017

Motion: (RCM-281/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Bill Altenhof

**That** the Cat Spay and Neuter Voucher Program and Cat Intake Program Bi-Annual Update for 2017 Report No. 20/17, be received. As recommended by the Manager Committee & Community Services under Report No. 20/17.

Carried

Director Corporate Services & Clerk, Report No. 21/17, Re: Call for 2017 Award Nominations

Motion: (RCM-282/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston

**That** 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** 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** Corporate Services & Clerk Report No. 21/17 regarding the nomination and selection process for Awards, be received.

As recommended by the Director Corporate Services & Clerk under Report No. 21/17.

Carried

Director Corporate Services & Clerk, Report No. 22/17, Re: Advisory and Statutory Committees Call for 2018 Applications

Motion: (RCM-283/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**That** a Notice of Call be issued for Applications for the:

- a. Committee of Adjustment;
- b. Tecumseh Accessibility Advisory Committee;
- c. Cultural & Arts Advisory Committee;
- d. Heritage Committee;
- e. Senior Advisory Committee; and
- f. Youth Advisory Committee.;

**And Further That** 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];

**And Furthermore 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 above referenced committees.

As recommended by the Director Corporate Services & Clerk under Report No. 22/17.

Carried

Deputy Treasurer & Tax Collector, Report No. 12/17, Re: Budget Variance Report – June 30, 2017

Motion: (RCM-284/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

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

As recommended by the Deputy Treasurer & Tax Collector, under Report No. 12/17.

Carried

Discussion is held on the transition of the Corn Festival to a private organization run event in a positive manner.

Manager Recreation Programs & Events, Report No. 19/17, Re: Pathway to Potential 2017 Funding Agreement

Motion: (RCM-285/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Rita Ossington

**That** Parks and Recreation Report No. 19/17 respecting the 2017 Pathway to Potential Program be received;

**And That** 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;

**And Further That** a request for an increase in the funding allocation be made to assist with meeting the growing need in the community for support.

Carried

Director Public Works & Environmental Services, Report No. 39/17, Re: Installation of Tecumseh Gateway Signage on Highway 401, Tender Award

Motion: (RCM-286/17) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Rita Ossington

**That** 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.

As recommended by the Director Public Works & Environmental Services, under Report No. 39/17.

Carried

Manager Roads and Fleet, Report No. 40/17, Re: Gauthier/Cedarwood Sanitary Pump Station Consultant Recommendation for the Clean Water and Wastewater Funding Project

Motion: (RCM-287/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Brian Houston

**That** 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 nonrebateable 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** 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.

As recommended by the Manager Roads and Fleet, Services, under Report No. 40/17.

Carried

(RCM 13-11)

**BY-LAWS**

Motion: (RCM-288/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** By-law No. 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.

Be given first and second reading.

Carried

Motion: (RCM-289/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** By-law No. 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.

Be given third and final reading.

Carried

Motion: (RCM-290/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**That** By-law No. 2017-46 being a by-law to provide for the repair and improvements to the Webster Drain

Be given third and final reading.

Carried

(RCM 13-12)

**UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 13-13)

**NEW BUSINESS**

**Rodent Concerns**

The Members advise of rodent complaints received in the areas of Brunelle, Riverside Drive, and Arlington Boulevard.

The Town's property standards are being investigated which may also contribute to the growth of the rodent population and a more aggressive enforcement is encouraged.

A report respecting rodent control, including the potential to engage in a bating program, is requested for the next Regular Meeting of Council.

**Vehicle Parking in Municipal Lots**

Administration is asked to investigate vehicles parked in municipal lots for extended periods of time, particularly Municipal Parking Lot No. 6 which has a vehicle for sale parked on it.

**CP Rail**

It is noted that the past weekend [Sunday, August 6 at 1:45 pm] a train was stopped on the CP Rail tracks for forty-five (45) minutes at the Lesperance Road crossing. The Director Fire Services & Fire Chief advises of the fifteen (15) minute time limit for a train to block an intersection / crossing and the collaboration with Fire Services to remove obstructions when on call. He will investigate with CP Rail the extended time the train was stopped.

**Parks By-law Curfew**

Concern was expressed for youth in the area of Buster Reaume Park past the curfew and the safety of the public and property damage. The matter will be referred to the OPP for monitoring and public safety engagement.

**Lesperance Road Traffic**

In response to a query, the Director Public Works & Environmental Services explains the south leg of Manning Road will be re-opened on Thursday, August 10 which is hoped to alleviate some of the congestion on area roads, in particular Lesperance Road.

It is suggested that the County of Essex review the North and South bound traffic time limit at the intersection of Banwell Road and County Road 22 to assist with the flow of traffic.

The Chief Administrative Officer advises on a response received from the City of Windsor on the exploration of bike lanes on Banwell Road in collaboration with the City of Windsor and County of Essex.

The matter will also be raised by the Mayor and Deputy Mayor at the next County Council meeting.

(RCM 13-14)

**MOTIONS**

Motion: (RCM-291/17) Moved by Councillor Brian Houston  
Seconded by Councillor Bill Altenhof

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

Carried

(RCM 13-15)

**NOTICES OF MOTIONS**

None.

(RCM 13-16)

**NEXT MEETING**

The next Regular Council meeting will be held at 7:00 pm on Tuesday, September 12, 2017.

(RCM 13-17)

**ADJOURNMENT**

Motion: (RCM-292/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston

**That** there being no further business the August 8, 2017 regular meeting of Council now adjourn at 8:17 pm.

Carried

---

Gary McNamara, Mayor

---

Laura Moy, Clerk



AOUT 16 2017  
AUG 16 2017

RECEIVED AUG 22 2017

His Worship Gary McNamara  
Mayor of Tecumseh  
Office of the Mayor  
The Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

Dear Mayor McNamara:

Thank you for your letter expressing the support of the Corporation of the Town of Tecumseh for recommendations from the House of Commons Standing Committee on Government Operations and Estimates regarding the future of Canada Post and for the restoration of door-to-door mail delivery and the expansion of Canada Post's mandate to include postal banking and other services. The views of municipalities on these issues are important and we are grateful for your input.

Our government has delivered on its promise to halt the conversion to community mailboxes and undertake a comprehensive review of Canada Post. An independent Task Force analyzed Canada Post's services and current financial situation, conducted public opinion research, met with key stakeholders, and studied international best practices for postal delivery.

The Government received the Task Force's discussion paper outlining options for the future of Canada Post and the services it provides. This document, along with the report from the Standing Committee, which includes input from Canadians from across the country, will form the basis of a renewed vision for Canada Post. Both the Committee's report and the Task Force's discussion paper are available at [canada.ca/canadapostreview](http://canada.ca/canadapostreview).

This multifaceted consultative process represents the most wide-ranging examination in the history of Canada Post. Its results will help shape the future direction of an iconic Canadian institution while also preserving the quality service Canadians expect.

Sincerely,

Gianluca Cairo, Chief of Staff  
to the Minister of Public Services and Procurement





RECEIVED

AUG 15 2017

Town of Tecumseh

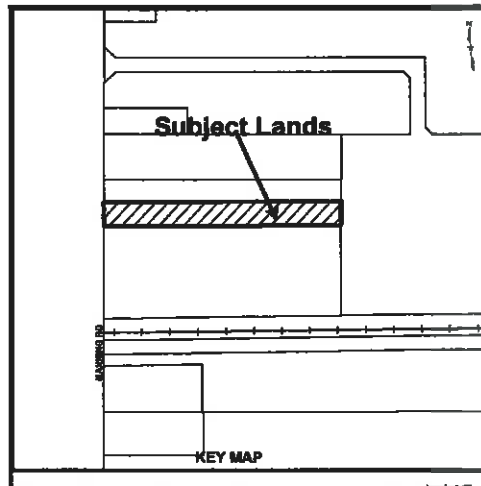
FORM 1  
THE PLANNING ACT, R.S.O. 1990  
NOTICE OF THE PASSING OF A ZONING BY-LAW AMENDMENT BY  
THE CORPORATION OF THE TOWN OF LAKESHORE

**TAKE NOTICE** that the Council of the Corporation of the Town of Lakeshore has passed By-law 66-2017 on the 8<sup>th</sup> day of August, 2017, under Section 34 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 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 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 **29<sup>th</sup> 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 9<sup>th</sup> day of August, 2017.



Information or questions may be directed to:

Maureen Emery Lesperance, CPT  
Planning Coordinator  
Town of Lakeshore  
419 Notre Dame Street  
Belle River ON N0R 1A0

PHONE: 519-728-1975 x 286  
FAX: 519-728-4577  
EMAIL: [mlesperance@lakeshore.ca](mailto:mlesperance@lakeshore.ca)

EXPLANATORY NOTE

By-law 66-2017 affects the land, described as the "Subject Lands" in the Key Map, above. The parcel is located at 2136 Manning Road (County Road 19)(Pt Lot 8, Concession WPR, Part 2, Plan 12R-18427), in the former Community of Maidstone, now within the Town of Lakeshore. In effect, By-law 66-2017 amends the site specific UR-2, Urban Reserve Zone Exception 2, to permit one (1) new accessory structure for the portable toilet rental business.



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

RECEIVED AUG 09 2017

July 12, 2017

Tony Haddad  
Chief Administrative Officer  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, ON N8N 1W9

Dear Mr. Haddad:

We are pleased to notify you that Town of Tecumseh, Ontario, has received the Distinguished Budget Presentation Award for the current budget from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award. This has been presented to:

**Finance Department**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program, and we sincerely hope that your example will encourage others to achieve and maintain excellence in governmental budgeting.

Sincerely,

Todd Buikema  
Acting Director, Technical Services Center

Enclosure

Washington, DC Office

Federal Liaison Center, 660 North Capitol Street, NW, Suite 410 • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780

[www.gfoa.org](http://www.gfoa.org)



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

## **FOR IMMEDIATE RELEASE**

July 12, 2017

**For more information, contact:**

**Technical Services Center**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [budgetawards@gfoa.org](mailto:budgetawards@gfoa.org)**

(Chicago, Illinois)--Government Finance Officers Association is pleased to announce that **Town of Tecumseh, Ontario**, has received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for having achieved the award. This has been presented to **Finance Department**.

There are over 1,600 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association is a major professional association servicing the needs of more than 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington D.C.*

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## 2018 BUSINESS PLAN & BUDGET

Tecumseh Council will begin **preliminary discussions on the 2018 Business Plan and Budget** at their next regular meeting scheduled to be held on **Tuesday, September 12, 2017, at 7:00 pm** in the Council Chambers at the Tecumseh Town Hall. Residents and property owners are invited to attend the meeting to observe the discussions.

The presentation to be given at the September 12 Council Meeting will be posted on the Town's website for viewing the day of the meeting. The public is encouraged to ask questions or provide comments on the 2018 Budget through the Town's website, social media or to provide written correspondence during the period of September 12 to September 29, 2017. An on-line budget survey will be available on the Town's website during this timeframe. Alternatively, a printed budget survey can be picked up at Town Hall.

The **Draft 2018 Budget** will be received by Tecumseh Council at their regular meeting to be held on **Tuesday, November 14, 2017**.

**Deliberation and review** of the Draft 2018 Budget will take place by Tecumseh Council on the following dates:

**Tuesday, November 21, 2017 commencing at 4:30 pm**  
**Wednesday, November 22, 2017 commencing at 5:00 pm**

The Draft 2018 Budget will be available on the Town's website on November 14. Questions or inquiries on the Draft 2018 Budget can be directed to the following at 519-735-2184:

Luc Gagnon, Director Financial Services & Treasurer, Ext 119  
[lgagnon@tecumseh.ca](mailto:lgagnon@tecumseh.ca); or  
Tom Kitsos, Deputy Treasurer & Tax Collector, Ext 125  
[tkitsos@tecumseh.ca](mailto:tkitsos@tecumseh.ca)

**Approval** of the 2018 Budget is scheduled to be considered by Tecumseh Council at their regular meeting to be held on **Tuesday, December 12, 2017**.

For more information about Council Meetings, or to be scheduled as a delegation, please contact:

Laura Moy, Director Corporate Services & Clerk, Ext 116  
[lmoy@tecumseh.ca](mailto:lmoy@tecumseh.ca)



## 2017 Risk Management Symposium

### Know the Risks. Reap the Rewards

#### What You Need to Know?

1. **WHY ATTEND?** Five years ago, LAS and Frank Cowan Company launched the first Risk Management Symposium. Since then the business of municipal government has adapted to the needs of their citizens and so has the risks associated with it. The Symposium continues to look at timely and relevant topics, and this year is no exception.
2. **WHO SHOULD ATTEND?** If you are involved in risk management at the municipal staff level or just have an interest in understanding what you should be looking at when making decisions then this is an event you do not want to miss. The Symposium is open, but not limited to:
  1. Municipal Elected Officials
  2. Individuals working in:
    1. Risk Management
    2. Compliance
    3. IT and Finance
    4. Quantitative Analysis
3. **WHAT'S ON THE PROGRAM?\*** Topics being explored for this year's event include:
  1. Hot Topics in Digital Government
  2. Down the Rabbit Hole: Reviewing and Understanding IT contracts
  3. Preventing the Hack
  4. Privacy: Whose Right is It?
  5. Trails
  6. Claims Management from Start to Finish
  7. It's Your Party. Is it Your Risk?
4. **WHEN IS THE SYMPOSIUM?** The Symposium is a 1.5 day event October 4th and 5th, 2017. Wednesday, October 4 is a full day of plenary sessions beginning with breakfast at 8:45 am. Sessions conclude at 4:30 pm and a networking reception will follow. Thursday, October 5th kicks off with a hot breakfast at 8:15 am and concurrent sessions will run until 12:00 pm with lunch provided.

#### Online Registration

[Register](#)

*If you require login information to register online, please email [amo@amo.on.ca](mailto:amo@amo.on.ca)*

#### Download

[↓ Risk Management Registration Form](#)

#### Date & Location

**OCTOBER 4-5, 2017**

[The Westin Prince Hotel](#)  
900 York Mills Rd,  
North York, ON  
M3B 3H2

#### Contact

LAS  
[las@las.on.ca](mailto:las@las.on.ca)  
T 416.971.9856  
TF 1.877.426.6527  
F 416.971.6191



Our File: 14-8965

August 16, 2017

Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, ON  
N8N 1W9

Attention: Ms. Laura Moy, Dipl. M.M.  
Director of Corporate Services & Clerk

**Baillargeon Drain Appointment**  
**Section 40 Report – Drainage Works Not Required**

Dear Ms. Moy:

The Municipality received a request from the Manager, Engineering Services / Drainage Superintendent for enclosure and realignment of a portion of the Baillargeon Drain dated December 3, 2013. A site meeting was held on February 19, 2014.

The enclosure and realignment of the Baillargeon Drain was required to help facilitate development within the Manning Road Secondary Planning Area (MRSPA). The extent of the work was to be along the open drain section from east of Candlewood Drive to the Baillargeon Drain's outlet at the East Townline Drain, a distance of approximately 750 metres. At that time, a number of phased developments were identified that would require the enclosure of the drain.

Subsequent to the site meeting, we undertook the following tasks:

- Topographical survey.
- Coordination and meeting with the Essex Region Conservation Authority.
- Self-assessment activities as required by the Department of Fisheries and Oceans (DFO) and the Ministry of Natural Resources. This work included correspondence, obtaining an electrofishing permit, completing of the electrofishing and reporting. A Letter of Advice (LOA) was ultimately provided by DFO.
- As the enclosure of the Baillargeon Drain would have resulted in a lower invert relative to the receiving East Townline Drain, functional design iterations were completed for a pump station to maintain the current performance of the drain.
- Modelling of the system was completed to ensure that the proposed enclosure would not result in a lower level of service for the upstream or downstream lands.

...continued



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N8W 5K8  
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**519.948.5000**  
Fax  
519.948.5054

**Dillon Consulting**  
**Limited**



*Corporation of the Town of Tecumseh*

*Page 2*

*August 16, 2017*

We were made aware in approximately July of 2015, that the Functional Servicing Report (FSR) being developed for the MRSPA may result in an alternate solution being developed for the Baillargeon Drain. At that time, we postponed further development of the report in order to avoid accruing additional costs which may not benefit the ultimate solution for the drain.

Subsequently, we became aware that the proposed design solution for the Baillargeon Drain had been revised to include abandonment of the downstream section of the drain within the proposed development, and connecting the remaining area upstream to new sewers proposed for the development. These sewers would flow to a new stormwater management pond for the development and would ultimately be pumped into the East Townline Drain. At that time, we anticipated that we would receive new direction from Council, accordingly.

However, we understand that at some point after this time, the Town agreed that interim phase-specific stormwater management measures by the developers would be acceptable. This removed the need for immediate improvements to the Baillargeon Drain. Further, the timing for improvements in the future is not known and could constitute many years.

Based on the above and in accordance with Section 40 of the Drainage Act, I am obliged to report that it is not required to proceed with the enclosure and realignment of the Baillargeon Drain due to a revised stormwater management solution for the MRSPA. Further, I recommend that all engineering costs to date, which total approximately \$33,900, be levied to the Town of Tecumseh.

As you know, our appointment under the Drainage Act for the East Townline Drain has required that improvements be made to the outlet of the Baillargeon Drain; however, this work is being included in the East Townline Drain report that is currently being developed.

Please contact the undersigned if there are any questions or concerns.

Yours sincerely,

**DILLON CONSULTING LIMITED**



Mark Hernandez, P.Eng.

Project Manager

MDH:mi

cc: Mr. Phil Bartnik, P.Eng., Manager, Engineering Services – Town of Tecumseh  
Mr. Sam Paglia, P.Eng., Drainage Superintendent – Town of Tecumseh



## Proclaim Waste Reduction Week in Canada

**Oct. 16 - 22, 2017**

Waste Reduction Week in Canada, a coalition of environmental non-profit and government organizations from the 13 participating provinces/territories, is asking municipalities, businesses, and schools across Canada to demonstrate their commitment and accomplishments in waste reduction by proclaiming **Oct. 16 – 22, 2017** as Waste Reduction Week in Canada.

Municipalities are the bedrock of Ontario's waste reduction success by collecting more than 2 million tonnes of packaging, hazardous, and organic material every year.

Waste Reduction Week in Canada provides you and your residents a platform to recognize the benefits of waste reduction, and we hope your municipal council and waste staff will take this opportunity to support a national environmental campaign that builds awareness around issues of sustainable and responsible consumption; encourages choice for more environmentally responsible products/services; and promotes actions that divert more waste from disposal and conserve natural resources.

### Proclamation

In 2016 more than 70 communities across Ontario officially proclaimed Waste Reduction Week, and we'd appreciate your support and increase that amount in 2017.

To proclaim Waste Reduction Week:

- [Download the proclamation](#) and include your municipality's logo and seal on the bottom right. You are welcome to use your municipality's own certificate template instead, if desired.
- Visit [wrwcanada.com/proclamations](http://wrwcanada.com/proclamations) and upload the completed certificate, or email your completed certificate to [info@wrwcanada.com](mailto:info@wrwcanada.com).

Once submitted your proclamation will be featured on [wrwcanada.com](http://wrwcanada.com) within 1-3 business days. In doing so, fellow municipalities, residents, and businesses across Canada will view and appreciate your support and commitment to waste reduction, recycling, and the environment.



# PROCLAIM NOW!

## Promotion

[Download the 2017 Waste Reduction Week in Canada Program Guide \(PDF\)](#) for more details and ideas, including themes for each day of the week.

Host events and facility tours that showcase and celebrate the behind the scenes work that goes into waste reduction and recycling. [Register your events online.](#)

Support Waste Reduction Week in Canada through social media using hashtag **#WasteReductionWeek** in your communications. Share ideas, stories, and pictures of waste reduction initiatives to demonstrate commitment to reducing waste both at home and in the community.

## Thank You

Canadians are proud of their natural environment and understand the value of protecting our resources. Campaigns like Waste Reduction Week in Canada play an important role in reminding us to conserve and maintain a lifestyle that helps to preserve them. Your support will help inspire individuals and other communities to mobilize and take action on this important initiative.

We appreciate your commitment to the environment and for proclaiming Waste Reduction Week in Canada.

Yours sincerely,



Jo-Anne St. Godard  
Executive Director  
Recycling Council of Ontario  
416.657.2797, ext. 3  
[info@wrwcanada.com](mailto:info@wrwcanada.com)

---

## About Recycling Council of Ontario

Since 1978 RCO has worked closely with municipalities and businesses across Ontario to inform and educate all members of society about the generation of waste, the avoidance

of waste, the more efficient use of resources, and the benefits and/or consequences of these activities. We also run programs that support waste reduction goals.

Take Back the Light can help municipalities recover and recycle spent lights, whether they are generated through relighting, on-going maintenance, or facility retrofits. The program also works with organizations that recycle lights outside their purchase arrangements, and accepts lights and light fixtures in all quantities. Every light is tracked, and 98 per cent each light collected is diverted from disposal with component parts reused wherever possible. Visit [www.TakeBacktheLight.ca](http://www.TakeBacktheLight.ca) to learn more.

3RCertified is a unique program that reviews how organizations manage solid waste reduction and diversion operations. [Participating facilities](#) achieve certification levels based on established criteria and third-party evaluation of waste management and reduction practices. Visit [www.3RCertified.ca](http://www.3RCertified.ca) to learn more.

---

**Waste Reduction Week in Canada**  
**National Sponsor**



Waste Reduction Week in Canada | [info@wrwcanada.com](mailto:info@wrwcanada.com) | [www.wrwcanada.com](http://www.wrwcanada.com)

STAY CONNECTED!



Recycling Council of Ontario | P.O. Box 83, Orangeville, Ontario L9W 2Z5 Canada

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

A meeting of the Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Monday, August 21, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 8-1)

**ORDER**

The Vice-Chair calls the meeting to order at 4:40 pm.

(YAC 8-2)

**ROLL CALL**

Members Present:	Secretary	- Paytin Gardner
	Member	- Rachel Haddad
	Member	- Ava Ruuth
	Member	- Brendan Froese
	Vice-Chair	- Kristi Koutros
	Treasurer	- Andre Ducharme (4:59 p.m.)

Also Present:	Manager Committee & Community Services	- Christina Hebert
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Absent:	Chair	- Hannah Ruuth
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(YAC 8-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(YAC 8-4)

**DELEGATIONS**

None.

(YAC 8-5)

**COMMUNICATIONS**

**Minutes**

- A) Youth Advisory Committee Meeting held June 5, 2017
- B) Youth Advisory Committee Meeting held July 17, 2017

Motion: (YAC-22/17) Moved by Member Rachel Haddad  
Seconded by Member Brendan Froese

**That** the Minutes of the Youth Advisory Committee meeting held June 5, 2017, and July 17, 2017 be approved.

Carried

**Communication for Information**

- C) Manager Recreation Programs & Events, Email dated July 1, 2017, Re: YAC at Canada Day
- D) Supervisor Recreation Programs & Events, Email dated July 5, 2017, Re: Thank You to You and YAC
- E) We Engage Free Workshop Series
- F) Chair Hannah Ruuth, Email dated August 15, 2017, Re: August 12 meeting with Cheryl Hardcastle
- G) YAC budget as at August 16, 2017

Motion: (YAC-23/17) Moved by Member Rachel Haddad  
Seconded by Secretary Paytin Gardner

**That** Communications for Information C through G, as listed on the August 21, 2017 Youth Advisory Committee Meeting Agenda be received.

Carried

Discussion ensues respecting the introductory meeting held on August 12, 2017 with Cheryl Hardcastle, MP Windsor-Tecumseh. The Members express the meeting was an informative opportunity to discuss ways to explore youth engagement with federal representation.

(YAC 8-6)

## **REPORTS**

None.

(YAC 8-7)

## **UNFINISHED BUSINESS**

### **Ontario 150 Partnership Program**

The Members are advised that planning is underway for the Ontario150 Partnership Program Job Fair. The Job Fair will provide youth in the community an opportunity to engage and interact with leaders from different sectors, such as government, business, education, medical, etc., and learn about employment opportunities and how to develop new skills.

The Members provide the following suggestions for the Job Fair:

- Host the Job Fair during the regular school day for greater accessibility for the students
- Consider hosting at each local high school and/or offer bus transportation
- A 'trade show' set up would appeal most to students, with the possibility of a few guest speakers scheduled throughout the event
- Perhaps invite graduate students to the Job Fair to speak to the youth
- Applications for University is typically due in January, accordingly November is an ideal time to host the Job Fair
- Engage a variety of career sectors, such as local businesses, engineering, technology, trades, medical, etc.
- Offer an 'incentive' for youth to encourage attendance, as well as target parents

The YAC are reminded of their assistance in advertising the event using social media and as liaisons between the Town and their respective schools to spread awareness about the project.

(YAC 8-8)

## **NEW BUSINESS**

### **Local Government Week**

The Manager Committee & Community Services explains Local Government Week will take place the week of October 15 to 21, 2017. Similar to years prior, events and activities are being planned for local elementary and secondary students to create awareness in local government and acknowledge its vital role and function in helping to shape the community.

The contest ideas for the elementary and secondary students are discussed. The Members suggest the poem writing and designing of a new Tecumseh mascot would appeal most to the elementary students. It is suggested that the guidelines for writing the poem could include using various municipal service words, such as parks, water, fire and so forth or concrete poetry in the shape of a municipal image.

The Members also concur making a Tecumseh 'National Anthem' video would be an ideal contest for the secondary students.

The Committee will assist in promoting the activities on social media and at their respective schools.

### **Optimist Family Fun Fair**

Member Brendan Froese advises the Optimist Club of St. Clair Beach may be in need of volunteers to assist with the children's activities and games at the Optimist Family Fun Fair on Saturday, September 23, 2017. He will circulate further details to the Members once available.

(YAC 8-9)

## **NEXT MEETING**

The next meeting of the YAC will be held on Monday, September 18, 2017, at 4:30 p.m.

(YAC 8-10)

## ADJOURNMENT

Motion: (YAC-24/17)	Moved by	Member Rachel Haddad
	Seconded by	Secretary Paytin Gardner

**That** there being no further business, the August 21, 2017, meeting of the Youth Advisory Committee be adjourned at 5:35 p.m.

Carried

Kristi Koutros, Vice-Chair

Christina Hebert, Manager  
Committee & Community Services

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

A meeting of the Heritage Committee for the Town of Tecumseh was held on Monday, August 21, 2017 in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 pm.

(HC 7-1)

## ORDER

The Vice-Chair called the meeting to order at 6:14 pm.

(HC 7-2)

## ROLL CALL

Councillor	- Brian Houston
Vice-Chair	- Ian Froese
Councillor	- Rita Ossington
Member	- Chris Carpenter
Member	- Terry England

Also Present: Manager Committee - Christina Hebert  
& Community Services

Absent:	Member	- Dwayne Ellis
	Member	- Rhonda Dupuis
	Chair	- Jerome Baillargeon

(HC 7-3)

## DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(HC 7-4)

## DELEGATIONS

None.

(HC 7-5)

## COMMUNICATIONS

## Minutes

- A) Heritage Committee Meeting held May 8, 2017  
B) Heritage Committee Meeting held June 5, 2017

Motion: (HC-19/17) Moved by Councillor Rita Ossington  
Seconded by Member Terry England

**That** the Minutes of the Heritage Committee meeting held May 8, 2017, and June 5, 2017 be approved.

Carried

## Communication for Information

- C) National Trust for Canada Re: Straight Talk on Bill C-323  
D) Community Heritage Ontario Summer Newsletter  
E) Heritage Committee Budget as at August 16, 2017

Motion: (HC-20/17) Moved by Councillor Brian Houston  
Seconded by Member Chris Carpenter

**That** Communications for Information C through E on the August 21, 2017 Heritage Committee Agenda be received.

Carried

Member Chris Carpenter conveys the written response he received from Cheryl Hardcastle, MP Windsor-Tecumseh regarding Bill C-323 – *An Act to Amend the Income Tax Act (Rehabilitation of Historic Property)*, a Private Member's Bill respecting the creation of tax credits for historic places. The correspondence will be circulated to the Members.

(HC 7-6)

## REPORTS

None.

(HC 7-7)

**UNFINISHED BUSINESS**

**Heritage Property Listing**

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

The Manager Committee & Community Services advises St. Stephen's Cemetery confirmed the property address is the same as the Church [5280 Howard].

A suggestion is made to explore the designation of St. Anne's Church, which is currently identified on the Heritage Property Listing as having Culture Heritage Value or Interest. Administration will endeavour to locate previous research information on the subject matter conducted by a past Heritage Committee Member.

**Tecumseh Historical Facts**

Further to the email correspondence previously circulated, the Town is looking to compile 'fun facts' to share on the Town's social media [Facebook and Twitter] as it relates to Tecumseh historical facts. The Committee's input and assistance in this project is appreciated.

Vice Chair Ian Froese will contact the Tecumseh Area Historical Society to inquire if a student would be able to assist in information gathering.

(HC 7-8)

**NEW BUSINESS**

None.

(HC 7-9)

**NEXT MEETING**

The next meeting of the Heritage Committee will be held on Monday, September 18, 2017, at 6:00 pm.

(HC 7-10)

**ADJOURNMENT**

Motion: (HC-21/17) Moved by Member Chris Carpenter  
Seconded by Councillor Brian Houston

**That** there being no further business, the August 21, 2017 meeting of the Heritage Committee be adjourned at 6:53 pm.

Carried

---

Ian Froese, Vice Chair

---

Christina Hebert, Manager  
Committee & Community Services

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

A meeting of the Cultural & Arts Advisory Committee for the Town of Tecumseh was scheduled to be held on Monday, August 21, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 7:00 pm.

(CAAC 7-1)

### ORDER

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

(CAAC 7-2)

### ROLL CALL

Present:	Member	- Ian Froese
	Councillor	- Brian Houston
	Member	- Phil Kane
	Member	- Dwayne Ellis
	Councillor	- Rita Ossington
	Chair	- Marian Drouillard

Also Present:	Manager Committee & Community Services	- Christina Hebert
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Absent:	Vice-Chair	- Rhonda Dupuis
	Member	- Jerome Baillargeon

(CAAC 7-3)

### DISCLOSURE OF PECUNIARY INTEREST

None reported.

(CAAC 7-4)

### DELEGATIONS

None.

(CAAC 7-5)

### COMMUNICATIONS

#### Minutes

A) Cultural & Arts Advisory Committee Meeting held June 5, 2017

Motion: (CAAC-20/17) Moved by Member Ian Froese  
Seconded by Member Dwayne Ellis

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

Carried

#### Communication for Information

B) Sue Beneteau, email dated August 2, 2017 Re: Murals

C) 2017 Budget as at August 16, 2017

Motion: (CAAC-21/17) Moved by Member Ian Froese  
Seconded by Councillor Brian Houston

**That** Communications for Information B and C on the August 21, 2017 Cultural and Arts Advisory Committee Agenda be received.

Carried

Discussion ensues respecting Communication for Information Item B. It is noted the suggested location for the proposed murals is on private property. The Members propose contacting the owners of Bonduelle Canada Inc. to inquire if interested in the proposed project.



Motion: (CAAC-23/17) Moved by Member Ian Froese  
Seconded by Member Phil Kane

**That** correspondence be sent to Bonduelle Canada Inc. (Bonduelle) to explore the possibility of murals, representing images of Tecumseh, being painted on the north side of the Bonduelle property, located at 1192 Lacasse Boulevard, by local artists.

Carried

A request is made to include 2018 Budget Planning on the next Cultural and Arts Advisory Committee Agenda.

(CAAC 7-6)

**REPORTS**

None.

(CAAC 7-7)

**UNFINISHED BUSINESS**

**Dillon Drive Recognition**

Councillor Rita Ossington highlights the research she has compiled on Jack Dillon, a World War II veteran who passed away.

The history of Jack Dillon is discussed as it relates to the significance of the naming recognition of Dillon Drive.

The Manger Committee & Community Services provides an overview of the naming procedures implemented in other municipalities. Veterans Affairs Canada has confirmed the use of the 'Poppy' image on street signage is at municipal discretion.

The Members review the draft street signage mock-up with the addition of the 'Poppy' symbol. In consultation with Public Works, approximately twenty-seven (27) street signs with the 'Poppy' would be required for Dillon Drive.

Motion: (CAAC-24/17) Moved by Member Ian Froese  
Seconded by Councillor Brian Houston

**That** the Cultural and Arts Advisory Committee recommends proceeding with naming recognition of Dillon Drive, in honour of Jack Dillon, a World War II veteran by replacing Dillon Drive street signage with signs reflective of the 'Poppy';

**And That** further Tecumseh streets named in honour of veterans be investigated for proper naming recognition;

**And Further That** the implementation of naming recognition procedures be explored.

Carried

**Culture Days**

A suggestion is made to partner with the Tecumseh Area Historical Society (TAHS) for Culture Days, scheduled for September 29 and 30 and October 1.

The TAHS will be hosting a series of Heritage Craft Workshops in celebration of Canada 150 throughout September.

Canada Goose Worlygig and Deerhide Heritage Choker/Bracelet workshops are scheduled for Saturday, September 30, coinciding with Culture Days.

Member Ian Froese will inquire with the TAHS how best the Committee may partner in the planned activities and circulate the details to the Members.

(CAAC 7-8)

**NEW BUSINESS**

None.

(CAAC 7-9)

**NEXT MEETING**

The next meeting of the Cultural & Arts Advisory Committee will be held on Monday, September 18, 2017, at 7:00 pm, in the Sandwich South Room, Tecumseh Town Hall.

(CAAC 7-10)

**ADJOURNMENT**

Motion: (CAAC-25/17) Moved by Councillor Brian Houston

Seconded by Member Dwayne Ellis

**THAT** there being no further business, the August 21, 2017, meeting of the Cultural & Arts Advisory Committee be adjourned at 8:18 pm.

Carried

---

Marian Drouillard, Chair

---

Christina Hebert, Manager  
Committee & Community Services

## 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, August 24, 2017, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 8-1)

### ORDER

The Chair calls the meeting to order at 6:03 p.m.

(SAC 8-2)

### ROLL CALL

Members Present:	Chair	- Doug Drouillard
	Member	- Dara Pfeifer O'Connor
	Member	- Nancy Tennant
	Member	- Michelle Phillion
	Vice-Chair	- Paul Morand

Also Present:	Manager Committee & Community Services	- Christina Hebert
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Absent:	Member	- Don Crowder
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(SAC 8-3)

### DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(SAC 8-4)

### DELEGATIONS

None.

(SAC 8-5)

### COMMUNICATIONS

#### Minutes

- A. Senior Advisory Committee Meeting held June 22, 2017
- B. Senior Advisory Committee Meeting held July 20, 2017

Motion:	(SAC 17/17) Moved by	Member Nancy Tennant
	Seconded by	Member Michelle Phillion

**That** the Minutes of the Senior Advisory Committee meetings held June 22, and July 20, 2017, be approved.

Carried

#### Communication for Information

- C. 2017 Budget, as at August 16, 2017

Motion:	(SAC 18/17) Moved by	Member Nancy Tennant
	Seconded by	Vice-Chair Paul Morand

**That** Communication for Information C on the August 24, 2017 Senior Advisory Committee Agenda be received.

Carried

(SAC 8-6)

### REPORTS

None.

(SAC 8-7)

### UNFINISHED BUSINESS

#### Community Safety Workshops

The Members convey the positive feedback received from the Fraud for Seniors' workshop, held on July 19, 2017, at Plaza East and Place Tecumseh.

Persons who attended the workshops expressed the desire for future education workshops. The Members concur with scheduling a subsequent workshop as the initial workshop was so well-received.

Understanding Power of Attorney for Personal Care and Property is the suggested topic for the next workshop.

St. Mary's Parish Hall and the Golden Age Club are discussed as possible venue locations to accommodate a greater attendance. The Committee would provide light refreshments.

Administration will coordinate dates for the workshop with Community Safety Officer Karen Sinnaeve's availability.

### **Senior Services Directory**

Chair Doug Drouillard reviews information he received for potential inclusion in the directory.

Member Nancy Tennant highlights the information she has researched, including sample directories from other municipalities.

The Committee agrees the directory should focus on showcasing senior services available in Tecumseh primarily.

Types and classifications of services are divided amongst the Members to research. Information the Members compile will be forwarded to the Manager Committee & Community Services to organize into the directory.

### **Seniors Community Grant Program**

In respect of the pilot partnership project with Life After Fifty (LAF), received under the Seniors Community Grant Program, LAF provided a listing of upcoming events for potential bus field trips.

Discussion ensues regarding the upcoming events and determining which event(s) would be most appealing for seniors, in keeping with the grant budget allocation for bus field trips.

The Committee selects the Halloween Bash, LAF Bazaar and Sgt. Wilson's Dinner Show as potential bus field trips.

The Statistics Canada Before Tax Low Income Cut Offs table is reviewed as a potential 'means test' in determining low income for seniors and eligibility in receiving a LAF membership. The threshold as it relates to an average Tecumseh seniors income is felt to be too low.

Administration will contact LAF to inquire if data is available in determining an appropriate income level for eligibility in receiving a LAF membership.

(SAC 8-8)

### **NEW BUSINESS**

None.

(SAC 8-9)

### **NEXT MEETING**

The next meeting of the Senior Advisory Committee will be held Thursday, September 21, 2017 at 6:00 p.m.

(SAC 8-10)

## ADJOURNMENT

Motion: (SAC-19/17)	Moved by	Vice-Chair Paul Morand
	Seconded by	Member Michelle Philion

**That** there being no further business, the August 24, 2017, meeting of the Senior Advisory Committee be adjourned at 7:38 p.m.

Carried

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Doug Drouillard, Chair

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Paul Morand, Vice-Chair

**MINUTES OF A MEETING OF THE POLICIES AND PRIORITIES  
COOMMITTEE FOR THE TOWN OF TECUMSEH**

A meeting of the Policies and Priorities Committee for the town of Tecumseh was held on Tuesday, August 08, 2017 at 5:30 in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario.

(PPC 1-1)

**ORDER**

The Mayor calls the meeting to order at 5:34 pm.

(PPC 1-2)

**ROLL CALL**

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

Absent:

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	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 (5:57 pm)
	Director Parks & Recreation Services	- Paul Anthony
	Deputy Treasurer & Tax Collector	- Tom Kitsos
	Manager Committee & Community Services	- Christina Hebert
	Manager Engineering Services	- Phil Bartnik
	Manager Roads & Fleet	- Kirby McArdle (6:39 pm)
	Manager Strategic Initiatives	- Lesley Racicot

(PPC 1-3)

**DISCLOSURE OF PECUNIARY INTEREST**

Councillor Andrew Dowie declares a pecuniary interest in Corporate Services and Clerks Report No. 25/17 respecting Little River and Mason Alley as his parents are affected property owners.

(PPC 1-4)

**DELEGATIONS**

**Dog Control By-Law, Tethering Enforcement**

Ms. Melanie Coulter of the Windsor Essex County Humane Society (WECHS), extends her appreciation to Council for considering the implementing of a dog tethering regulation.

She explains the *Ontario Society for the Prevention of Cruelty to Animals Act* (OSPCA), nor any other provincial or federal legislation provide limitations on the time a dog may be tethered. However, the focus should be on animal welfare as it is stressful to dogs to be tied up for a lengthy time. Dogs who are chained for extended periods of time, tend to become more aggressive and possessive of their area.

The WECHS is willing to enforce the Town’s proposed four (4) hour tethering limit, at no cost to the Town.

In response to a query, Ms. Coulter advises that while the time limit for tethering varies amongst the municipalities, consideration should be given to what is 'reasonable'. Enforcement of the time limit for tethering of a dog can be problematic in particular for longer limits, i.e. 10 and 12 hours.

Motion: (PPC-01/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** Director Corporate Services & Clerk, Report No. 24/17, Re: Dog Control By-law Review, be brought forward on the agenda.

Carried

Director Corporate Services & Clerk, Report No. 24/17, Re: Dog Control By-law Review

Motion: (PPC-02/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** Corporate Services & Clerk Report No. 24/17, titled "Dog Control By-law Review" be received;

**And that** By-law No. 2003-91 being a by-law to provide for the regulation, restriction and prohibition of the keeping and the running-at-large of dogs in the Town of Tecumseh, be amended as recommended in Corporate Services & Clerk Report No. 24/17;

As recommended by the Director Corporate Services & Clerk under Report No. 24/17.

Carried

### **Budget Presentation**

Tom Kitsos, Deputy Treasurer & Tax Collector presents the recommended changes to the 2018 Budget document.

Suggested enhancements to the Budget document include improving accessibility, incorporating user friendly features, reducing the size of the document and the environmental impacts. The Budget document will be provided in a PDF digital format, containing two (2) files: primary Budget information and supplementary data.

In response to an inquiry, the Deputy Treasurer & Tax Collector advises historically requests have not been received from the public for a hard copy of the Budget document.

The Members are asked to provide any concerns/suggestions regarding the functionality of Adobe Acrobat. A suggestion is made for scheduling a training session on the features of Adobe Acrobat and for use in the 2018 Budget document.

Motion: (PPC-03/17) Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** the Budget Document Presentation, be received.

Carried

(PPC 1-5)

### **COMMUNICATIONS**

None.

(PPC 1-6)

## REPORTS

Director Corporate Services & Clerk, Report No. 14/17, Re: Health & Safety  
Policy No. 7 Annual Review

Motion: (PPC-04/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** Health and Safety Policy No. 7, as reviewed for the year 2017, in accordance with Section 25(2)(j) of the Occupational Health and Safety Act, be approved;

**And that** Health and Safety Policy No. 7 be posted in all Municipal Buildings;

As recommended by the Director Corporate Services & Clerk under Report No. 14/17.

Carried

Director Corporate Services & Clerk, Report No. 23/17, Re: Issuance of Marriage Licences

Motion: (PPC-05/17)      Moved by      Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** Corporate Services & Clerk Report No. 23/17 by the Director Corporate Services & Clerk, dated July 31, 2017, regarding the issuance of marriage licences be received;

**And that** the Director Corporate Services & Clerk be authorized to establish a marriage licence service in the Town of Tecumseh for a fee of \$130.00 for each licence issued;

As recommended by the Director Corporate Services & Clerk under Report No. 23/17.

Carried

Director Corporate Services & Clerk, Report No. 25/17, Re: Little River & Mason Alley from Coronado to Barry, Request for Alley, Closing and Transfer of Lands

Motion: (PPC-06/17)      Moved by      Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**That** Corporate Services & Clerks Report No. 25 regarding a request to close and convey the Little River & Mason Alley from Coronado to Barry, be received:

**And that** the Clerk be authorized to prepare a by-law to declare the alley located between Coronado and Barry and abutting 12600 to 12700 Little River Blvd., 340 to 346 Coronado, 387 Barry, and 12733 to 12765 Mason (Alley) surplus to the needs of The Corporation of the Town of Tecumseh (Town); and to close and convey the lands to the abutting property owners;

**And further that** the Clerk give notice of the meeting at which the by-law will be considered in accordance with the Town's Notice By-law

**And furthermore that** the property owners abutting the Alley be notified that consideration will be given to a by-law to authorize the closure and sale of the Alley which abuts their property and to declare the Alley surplus to the needs of the Town;

**And furthermore that** the cost of the closure and conveyance of the part or whole Alley be the responsibility of the abutting property owner(s) acquiring the lands.

As recommended by the Director Corporate Services & Clerk under Report No. 25/17.

Carried



Director Corporate Services & Clerk, Report No. 26/17, Re: Procedural By-Law Review and Revisions

Motion: (PPC-07/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rita Ossington

**That** Corporate Services & Clerks Report No. 26/17 regarding a review of the Procedural By-law and recommended revisions, be received;

**And that** the recommended revisions in the Report be accepted and the Clerk be authorized to prepare a by-law to formally approve the changes to the Town's Procedural By-law No. 2008-69, as previously amended.

As recommended by the Director Corporate Services & Clerk under Report No. 26/17.

Carried

Purchasing Officer, Report No. 09/17, Re: Amendment to Purchasing Policy No. 17 and Procurement Policies and Procedures Bylaw 2006-03 Procedural By-Law Review and Revisions

Motion: (PPC-08/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**That** Purchasing Policy No. 17 as amended is approved;

**And that** the Clerk be authorized to prepare a by-law to formally adopt the amendments to the Town's Purchasing Policy No. 17.

As recommended by the Director Corporate Services & Clerk under Report No. 26/17.

Carried

In response to an inquiry, the Director Financial Services & Treasurer advises the recommended adjustment thresholds to the Levels of Contract Approval Authority, as listed in the Purchasing Policy No. 17 allow Administration to source projects in a timely and efficient manner while still securing the best value for the Town. The proposed adjustments are in line with threshold amounts used in comparable municipalities

Director Parks & Recreation Services, Report No. 15/17, Re: Commemorative Bench Program - Policy

Motion: (PPC-09/17) Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

**That** the Commemorative Bench Program Policy No. 92/17, as appended to the Parks & Recreation Report No. 15/17, be approved;

**And that** Policy No. 92/17 will be effective for benches purchased after January 1, 2017;

**And further that** the contribution towards any bench purchased before January 1, 2017 will cease when the existing bench requires replacement;

**And furthermore that** all revenues received through the Commemorative Bench Program will be allocated to the Park Development Lifecycle Reserve.

As recommended by the Director Parks & Recreation Services under Report No. 15/17.

Carried

The Director Parks & Recreation Services informs the anticipated 'life' of a memorial bench is expected to be ten (10) years.

**Tecumseh Cada Library**

Motion: (PPC-10/17) Moved by Councillor Andrew Dowie  
Seconded by Deputy Mayor Joe Bachetti

**That** correspondence be sent to the Essex County Library Board regarding renovations proposed to be undertaken to the Tecumseh Cada Library for accessibility improvements, and funding from the surplus labour dispute.

Carried

**Tecumseh Corn Festival**

A suggestion is made for the purchase of candy to be distributed during the Tecumseh Corn Festival Parade.

(PPC 1-7)

**NEXT MEETING**

The next meeting of the Policies & Priorities Committee will be scheduled as needed.

(PPC 1-8)

**ADJOURNMENT**

Motion: (PPC-11/17) Moved by Councillor Brian Houston  
Seconded by Councillor Bill Altenhof

**That** there being no further business to discuss, the Tuesday, August 08, 2017 meeting of the Policies and Priorities Committee be adjourned at 7:01 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk



## THE CORPORATION OF THE TOWN OF TECUMSEH

Chief Administrative Officer  
Report No. 08/17

**TO:** Mayor and Members of Council

**FROM:** Chief Administrative Officer

**DATE OF REPORT:** September 6, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Ontario Municipal Commuter Cycling (OMCC) Program – Grant Funding

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### **RECOMMENDATIONS**

It is recommended that:

1. Report 08/17, Report on Ontario Municipal Commuter Cycling (OMCC) Program – Grant Funding, dated September 12, 2017, from the Chief Administrative Officer **be received.**

### **BACKGROUND**

The province of Ontario launched the Climate Change Action Plan in 2016 identifying initiatives to help reduce greenhouse gas (GHG) emissions. One of the elements of the plan is to encourage residents to use bicycles for daily commutes and frequent trips rather than their vehicles, thereby reducing the GHG emissions.

Ontario is enhancing implementation of its Cycling Strategy and Action Plan by increasing investments in commuter cycling infrastructure through the *Ontario Municipal Commuter Cycling Program (OMCC)*. The program is designed to provide direct, dedicated annual funding to Ontario municipalities to support the implementation of commuting cycling infrastructure. The OMCC is a four year program that is supported by proceeds from the Ontario cap and trade program with \$40.5 million available in the first year to municipalities with a population of over 15,000. Funding for future years will be determined based on the availability of cap and trade proceeds.

Municipalities can apply for funding under one of two streams based on their population size. The two streams are: Stream 1 Medium and Large Municipalities (population > 15,000) and Stream 2 Smaller Municipalities (population < 15,000). In Stream 1, municipalities will be directly funded using an allocation formula based on a combination of commuter cyclists and population. The formula balances the needs of large established cycling communities and the growth needs of rapidly growing municipalities. The Ministry may provide accelerated funding to a municipality based upon the eligible project list and project timelines however this will not increase the total funding eligible over the four year period of the program.

As larger municipalities have a greater potential for high volume commuter cycling due to their higher population densities, these municipalities will be funded for up to 80% of eligible capital costs using the following funding structure:

Base Funding:  
 \$25,000 for  
 each  
 participating  
 municipality

+

Population-based Funding:  
 70% of the remaining  
 allocation based on municipal  
 population.\*

+

Cyclist-based Funding:  
 30% of the remaining allocation  
 based on the number of  
 municipal commuting cyclists.\*

\*2011 Census

Municipalities must also declare their interest in participating in the program each year, identify their eligible projects annually and confirm that they will be able to fund at least 20% of each project's cost. Municipalities are not allowed to use any other provincial funding to support eligible costs towards the implementation of OMCC projects. Funding is to be used for capital investments in new commuter cycling infrastructure and enhancements to existing cycling infrastructure to better support community cyclists. Funding cannot be used for low frequency or temporary cycling infrastructure.

Upper-tier and lower-tier municipalities are both eligible for OMCC funding; however, funding will be divided 50/50 between the two tiers if both tiers declare interest in participating in any given year. None of the projects submitted by the County of Essex are located in Tecumseh. All projects submitted must be supported by a Cycling Master Plan. The annual funding allocation for each participating municipality will be based upon the number of participating municipalities and the available funds in each funding year.

Projects must be consistent with the requirements in the Ontario Traffic Manual – Book 18 – Cycling Facilities (OTM Book 18). OTM Book 18 contains information on legal requirements, standards, best practices, procedures, guidelines and recommendations for the justification, planning, design, timing and operation of bicycle facilities and control measures.

## **COMMENTS**

The Town of Tecumseh submitted a list of commuter cycling projects (see Attachment No. 1), associated eligible costs and a formal program application to the Ontario Ministry of Transportation prior to the program's stated deadline (September 8, 2017). This application included a declaration of application signed by the Clerk (see Attachment No. 2). All projects submitted are identified in the *CWATS AT Network* plan and are identified as 100% Town of Tecumseh projects. In addition, the projects are identified as components of the *Active Transportation Network* as illustrated in the Town's Transportation Master Plan. In total, these projects are estimated to be \$4,785,000. The Town would be required to fund at a minimum 20% of eligible costs as well as 100% of any ineligible costs for the project and non-recoverable HST. If the maximum amount of funding were approved, the Town would then be required to fund approximately \$957,000.

The Ministry will create an approved OMCC Tecumseh project list, having regard to the project list submitted by the Town, and once funding is communicated, the Town will select the projects they wish to implement using the OMCC funds provided. The Town does not have to construct all the approved projects; the use of the funds is at Town discretion but must be used on approved projects only. The Town will be able to submit a request to update the approved project list semi-annually in the second, third and fourth funding years. For the first funding year, Tecumseh may request an update to the approved project list in January 2018.

### **Key Dates:**

- Deadline to declare participation and to submit an application September 8, 2017
- 2017 funding announcement September 25, 2017

- |   |                    |
|---|--------------------|
| • 2017 Funding Flow (requires enabling By-Law & Transfer Payment Agreement) | September 29, 2017 |
| • Project Completion Date   | December 20, 2020  |
| • Deadline for Final Report Submission/Program Ends                         | March 31, 2021     |

Tecumseh must continue to declare its commitment to participate in OMCC annually. Should the Town be successful in securing funding, it is required to submit a by-law outlining who is authorized to enter into an agreement with the Ministry as part of the Transfer Payment Agreement (TPA) process. Funding will require the Town to execute a TPA with a separate bank account set up for the funds. Proceeding with projects on the approved list and how the funding will be allocated for eligible projects is left to the discretion of the Town as long as the terms of the TPA are adhered to.

## **Reporting Requirements**

Reporting requirements will be specified in the TPA but generally this will include:

- annual financial report of OMCC funding expenditures;
- annual construction report until all projects are completed;
- post-construction project performance data about usage and GHG reductions, beginning at least one year and no more than two years after project completion; and,
- final report

Failure to provide the required reports will result in either a delay or suspension of project funding. Failure to provide post-construction performance data could result in a recovery of project funds by the Province.

## **Candidate Projects**

All of the projects outlined in the Town application are solely the Town's responsibility and subject to sole funding under the OMCC program. The Ministry will identify certain or all projects to the OMCC approved project listing. The Town will then be able to select projects to be implemented and receive grant funding from the approved list. Projects will be selected to maximize the grant dollars allocated. The Town's projects (see Attachment No. 1) were selected based on their identification in either the CWATS Plan or the Tecumseh Transportation Master Plan. Preference was given to projects that had a likelihood of causing an increase in commuter cycling usage if they were to be implemented.

## **CONSULTATIONS**

Chief Administrative Office  
Public Works & Environmental Services  
Planning & Building Services  
Parks & Recreation  
Financial Services

## **FINANCIAL IMPLICATIONS**

OMCC provides only capital funding and does not provide funding for planning (other than development of cycling plans), maintenance or operational costs. Eligible costs under the program include design/engineering, project management, construction materials, and construction. Council must commit to provide 20% of the costs of any project on the **list it decides to construct** with the support of OMCC funds. The decision regarding which project to construct with support of the OMCC funds is left to the Town. After funding is announced on September 25, 2017, a report highlighting Tecumseh's

grant allocation, eligible project list, project recommendations and how the Town's share will be funded, will be provided for Council's approval.

Prior to receiving funding in the first year of participation, a municipality must execute a Transfer Payment Agreement (TPA) with the Ministry. All funds must be deposited into a dedicated account. Municipalities must also pass an enabling by-law and provide a copy of the passed by-law to the Ministry on an annual basis to participate in the program. A by-law template provided by the Ministry is included as Appendix C. This by-law cannot be fully developed until such a time that projects have been selected as it must make reference to specific projects in each year.

Funding will be flowed directly to participating municipalities on an annual basis. Funding may be flowed in a lump sum or through a funding schedule. Funding that is not used in one funding year can be carried over to be used in subsequent funding years provided all projects are completed by December 30, 2020. Interest earned must be reported annually.

The Town of Tecumseh will be provided with at least \$25,000 in funding. The upper limit of funding is currently unknown since it will be calculated based on the formula detailed above. The remaining allocation amount is also unknown at this time as it is dependent on the number of municipalities that apply.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Reviewed by:

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Lesley Racicot  
Manager Strategic Initiatives

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

Reviewed by:

Reviewed by:

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

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

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

LR

## ATTACHMENT 1: PROJECT LIST

Project Location	Project Description	Total Eligible Costs	Municipal Funding
Lesperance Road	Dedicated on-road pavement markings	\$115,000	\$23,000
Riverside Drive extension of Ganatchio Trail from Windsor City Limits to Manning Road	Off-road/multi-use trail construction	\$775,000	\$155,000
Riverside Drive from Arlington Boulevard to Beach Grove Golf & Country Club	Construction of missing section of trail	\$120,000	\$24,000
Tecumseh Road from Lesperance Road east to Brighton Road	Rehab work and connection to downtown	\$180,000	\$36,000
Lesperance Road from Riverside Drive to McNorton Street	Off-road/multi-use trail construction	\$600,000	\$120,000
North Talbot Road from Weston to Ciaciario Complex	Off-road/multi-use trail construction	\$875,000	\$175,000
County Road 34 from Manning Road to Malden Road	Off-road/multi-use trail construction	\$625,000	\$125,000
Walker Road from Fire Hall #2 to Pedestrian Crossing/ERCA trail	Off-road/multi-use trail construction	\$500,000	\$100,000
Walker Road from North Talbot Road to Highway 401	Off-road/multi-use trail construction	\$275,000	\$55,000
Oldcastle Road from North Talbot Road to Highway 3	Off-road/multi-use trail construction	\$720,000	\$144,000
Total		\$4,785,000	\$957,000



## ATTACHMENT 2: DECLARATION OF PARTICIPATION



### The Corporation of the Town of Tecumseh

September 6, 2017

RE: ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM  
2017 APPLICATION DECLARATION  
MUNICIPALITIES WITH A POPULATION OF 15,000 OR GREATER

The Town of Tecumseh declares that it will participate in the Ontario Municipal Commuter Cycling Program (OMCC) for 2017 and requests funding to support the commuter cycling projects listed in this document.

The Town of Tecumseh declares that all the commuter cycling projects listed in this document and that use OMCC funding meet OMCC program requirements.

The Town of Tecumseh declares that it has a council approved cycling plan through the County Wide Active Transportation System (<http://www.cwats.ca/en/about-CWATS/master-plan.asp>) and that all projects submitted in this application for consideration for OMCC funding are supported by this plan.

Dated this 6<sup>th</sup> day of September, 2017.

  
\_\_\_\_\_  
Laura Moy, AMCT, CMMIII HR Professional  
Director Corporate Services & Clerk



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 27/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Rodent Control

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### **RECOMMENDATIONS**

It is recommended that:

1. Corporate Services & Clerk Report No. 27/17 regarding Rodent Control be received; and that
2. An enhanced education campaign, through the local newspapers and social media, be undertaken to assist residents on how to identify Rodents on their property, how to protect their property from Rodents and how to remove Rodents from their property; and further that
3. Property Standards be enforced and complaints regarding factors that attract Rodents be addressed.

### **BACKGROUND**

Concerns have been raised regarding the presence of rats and mice (Rodents) in the Town, primarily in residential areas.

Council has requested a report regarding these concerns and recommendations to assist residents in deterring Rodents and/or their removal.

This report will outline the recorded concerns related to Rodents, the investigation into contributing factors to the Rodent population, health and safety related matters, other municipalities' experiences and practices, and make recommendations on how the Town may better assist residents in deterring and/or removing Rodents from private property.

### **COMMENTS**

#### **Issuetraq**

A search of the Town's customer service tracking system, Issuetraq, was conducted for matters related to Rodents.

The Table below reflects the number of Rodent related matters for each of the years 2013 through 2017, and the number of property standard rodent related issues by year. These numbers include concerns expressed to Members of Council and conveyed to Administration for recording.

	2013	2014	2015	2016	2017
Rodents Only	0	0	0	3	13
Property Standards Related	3	1	2	8	14
Total Complaints	3	1	2	11	27

The Table indicates that the number of Rodent related matters has increased over the last five years and it appears that property standards have an impact.

### **Population Factors**

Consultations have been undertaken with a number of professional Rodent control companies who concur the Rodent population in general has increased.

They advise the increase in Rodent population can be attributed to various factors, including but not limited to:

- milder winters
- new housing development and home renovations
- flood event in September 2016, resulting in Rodents searching for new nesting areas
- property standards ie: debris, garbage, vegetation, high grass, wood piles
- food and water sources ie: bird feeders, pet food, ponds, composters
- removal of food source due to the implementation of hard-sided garbage containers.

Windsor-Essex County is also surrounded by various bodies of water which attract the Rodent population.

### **Windsor-Essex County Health Unit (WECHU)**

The WECHU has explained that "rat burrows" do not pose any health related concerns. The feces from Rodents may have potential health implications should the Rodent be infected and its feces were to be handled improperly by an individual and/or if the individual is bitten by an infected Rodent when attempting to trap it without engaging professional extermination services.

WECHU has also advised the 'Hantavirus', which can potentially cause illness in humans by infected Rodents, has not been found in Ontario. Field/deer mice are the general types of carriers for the Hantavirus for which known cases have only been found in the Prairies.

The WECHU has authority to issue orders for commercial properties only with respect to Rodent issues where health concerns may be present due to the handling of food.

### **Municipal Consultations**

A survey of area municipalities, as well as others in the Province, on their experiences with Rodents and wildlife removal programs was conducted. Other municipalities consulted ranged from larger Cities to comparable sized Towns.

Of the municipalities surveyed, most all recommend residents contact a professional Rodent control service to assist in removal. Public education on Rodent prevention is commonly offered by municipalities on their website and customer service call centres. Property standards concerns and complaints about garbage or debris issues that attract Rodents are addressed. Rodents or Rodent attractions on municipal property are also removed [ie: regular removal and emptying of garbage containers, maintaining vegetation].

Other municipalities also observe wildlife as part of routine park maintenance, and develop action plans when wildlife creates problems for park users. One municipality is considering a by-law to prohibit feeding wildlife.

Larger cities place bait in the sewer system as a result of a complaint, or where an increased population of rats has been noted.

The City of Windsor (City) was the only municipality found to offer a Rodent Extermination Program (REP) free to residents. The City's REP is administered by two dedicated Inspectors and operates as follows:

Residents who see Rodents on their property can call 311. The operator asks a number of questions of the callers to help determine whether Rodents may be burrowing on their property. If a burrow is present, an Inspector from the Environmental Services is sent out to investigate. The Inspector is responsible for determining where the Rodents may be located and for collecting permission from the property owner to bait on their property. Baiting is only offered if burrows are present as no baiting is conducted at ground level or in uncovered locations. An extermination company is then called in and will strategically place bait within the burrows and close the entrances. The extermination company will return to the property a week later to inspect the burrow to ensure it is still closed. If the burrow has been reopened they will bait again. This process will be repeated up to four weeks. In most cases baiting is successful by the third attempt.

During the initial visit, the City's Inspector inspects the property and provides information on issues that may be contributing to the Rodent population. This includes removing food and water sources and closing up any areas where rodents may burrow. Should the City encounter issues with Rodents traveling from other properties, they will provide information to other neighbouring residents.

In some instances there are connections to alleys and public property that provide habitat for Rodents. Dependent on the location and opportunity for success, the City will have their exterminator set up live bait traps in the alleys

The City may involve its Property Standards Department to investigate debris, garbage or vegetation which may be attractive to Rodents. Due to the backlog in the Property Standards Department, the City works to educate property owners first to encourage them to take remedial action.

The City's REP only baits residential properties that are less than four residences. They do not bait inside residences on the ground around residences, in crawl spaces under residences or apartments/condominiums.

Like the Town, the City introduced a by-law requiring hard-sided containers for waste to help reduce garbage as being a food source for Rodents.

### **Rodent Removal Services**

As previously indicated, consultations have been undertaken with a number of professional Rodent control companies. The companies consulted all recommend baiting stations to remove Rodents, as opposed to live traps, for effectiveness and efficiency.

The costs quoted for their services range from approximately \$165 to \$200 for inspection, baiting and removal. The number of baiting stations and follow up inspections also vary in their pricing.

## **Public Education**

The Town offers information to residents on how to identify Rodents and prevent them from nesting and/or feeding on their property on the Town's website at

[http://www.tecumseh.ca/sites/default/files/Public%20Notice\\_Pest%20Control%20-%20Dealing%20with%20Rodents\\_6May16\\_1.pdf](http://www.tecumseh.ca/sites/default/files/Public%20Notice_Pest%20Control%20-%20Dealing%20with%20Rodents_6May16_1.pdf)

A copy of the Town's webpage Pest Control – Dealing with Rodents is also attached as **Appendix 1**.

The information was promoted through the Town's social media channels, and also added to the Essex Windsor Solid Waste Authority Collection Calendar in 2017 which is regularly referred to by residents and used as an information source.

In November 2015, in partnership with the Ministry of Natural Resources and Forestry, the Town hosted a Public Information and Consultation Session on geese hunting along Lake St. Clair, as well as information relating to the trapping of skunks, foxes and other wildlife. Information was provided on how to deter wildlife from residential areas and how to contact the Ministry to learn more about wildlife control or to submit a concern.

Residents that call into the Town Hall with Rodent concerns are also advised on how they may deter them from their property and where to find more information on the Town's website.

## **Summary**

One of the greatest contributing factors for Rodents is poor property maintenance and the availability of food and water. These factors are the responsibility of private property owners.

Municipalities typically provide education and awareness on prevention, in addition to enforcement of property standards where warranted, in addition to maintaining public property.

The baiting of Rodents alone will not eliminate the Rodent population, unless the food sources and harbourage of Rodents on private property are addressed.

Accordingly, it is recommended that greater education and awareness be provided by the Town to residents on Rodent prevention through the local newspapers, the Town's website and social media, in addition to heightened enforcement of property standards and addressing of complaints relating to factors which attract Rodents.

## **CONSULTATIONS**

Planning & Building Services  
Public Works & Environmental Services  
Information & Communication Services  
Financial Services  
Manager Strategic Initiatives  
City of Windsor and other Cities  
Area Municipalities and other Towns  
Animal Control Companies  
Windsor Essex County Health Unit

## **FINANCIAL IMPLICATIONS**

Notwithstanding the above, should Council wish to implement a baiting program, Administration offers the following information.

While it is difficult to estimate the number of baiting requests the Town may receive, based on the number of complaints and the unit prices provided by the professional Rodent control companies it is estimated that a baiting program could cost between \$5,000 and \$15,000 per year, in addition to administrative costs.

In accordance with the Purchasing By-law, at least three formal quotes would need to be solicited to procure a Rodent control professional. Procedures and parameters of a program should also be established.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Reviewed by:

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

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

1. Website Page: Pest Control - Dealing with Rodents

LM

## Pest Control — Dealing with Rodents

### Pests:

#### **What is a Pest?**

A pest, as defined by the *Federal Pest Control Products Act*, means “an animal, a plant or other organism that is injurious, noxious or troublesome, whether directly or indirectly, and an injurious, noxious or troublesome condition or organic function of an animal, a plant or other organism.”

There are many common pests including rodents (rats and mice), moles, skunks, raccoons, etc. There are easy ways to both identify whether you might have pests and ways to prevent them from living or returning to your property.

*Pest Control – Dealing with Rodents* will focus on ways to identify and prevent rodents. To learn more about dealing with other pests and wildlife in urban areas, please visit the Town's website at [www.tecumseh.ca](http://www.tecumseh.ca).

#### **What Does a Rat Look Like?**

The rat has a stocky body, weighing 200 to 500 grams. Their fur is black or brown, and the tail is scaly. It has a blunt nose with small ears and eyes.



#### **What Does a Mouse Look Like?**

A mouse is a small rodent with a pointed nose, furry round body, large ears and a long often hairless tail. Mice come in a variety of colours and sizes.





### ***Where Am I Most Likely to Find Rodents on my Property?***

Rodents are pests that are found year round. Rodents typically live outdoors and then migrate inside when cool weather approaches. They are found around buildings, in gardens, near garbage or composters, and within homes, including in the roof and in drains.

Rodents are nocturnal animals, meaning that they are most active at night. However, if food and water sources are scarce, or if large infestations occur, rodents will become active during the day.

### ***How Can I Tell if I Have Rodents on my Property?***

1. Look for places where rodents live - most rodents tend to live in nests or burrows. Burrows are holes in dirt or concrete from one to four inches wide, with smooth edges, and can also be found under bushes and plants. They will often have an entrance and exit hole. They will burrow into the ground close to their food source.
2. Look for nests. Rodents nest in any safe location where food and water are available, such as under wood piles, in abandoned vehicles, between walls or under floors in garages or sheds.
3. Look for droppings. For rats, they are 1/4 to 1/2 inch in length, capsule shaped, with blunt ends and are usually a shiny black (though variable according to diet). They are often times found close to garbage. For mice, they are approximately 3 to 6 mm in length; they are granular in shape and black in colour.
4. Look for holes and gnaw marks on wood and plastic garbage cans.
5. Check walls and grass for signs of runways. Rodents run along the same path many times a day, leaving dark greasy track marks along walls and worn down paths in grass.

### **Preventing Rodents:**

There are several simple steps you can take to prevent rodents on your property:

#### **Remove Clutter**

- This is an important step as clutter gives rodents lots of places to hide, sleep, nest and reproduce.
- Remove (and recycle) piles of newspapers, paper bags, cardboard and bottles.
- Clear out your basement and yard.
- Try to store items away from walls and off the ground.



#### **Maintain Your Yard**

- Control weeds, shrubs and bushes as pests are often found in burrows under bushes and plants.
- Keep tall grass, bushes, shrubs and mulch away from building foundations.
- Make space between plants and avoid dense planting.
- Keep gardens free of weeds and trash.



### Manage Your Garbage

- Bring garbage cans and bags to the curb as close to pick-up time as possible.
- Use hard plastic or metal cans with tight fitting lids.
- Always put garbage inside pest proof containers with tight fitting lids.
- If you compost, remember to follow good composting practices:
  - Do not throw food scraps into backyard compost without covering them.
  - Have a pest proof compost container.



### Keep Food Away

- Do not put food out for stray cats, pigeons or squirrels.
- Remove fallen fruit and nuts from your yard.
- Remove pet food right after feeding and do not leave it outside overnight.
- Clean out waste and food from pet enclosures.
- Equip bird feeders with trays and clean spilled seeds often.
- Repair any plumbing leaks to remove a water source, and remember to always cover pools when not in use.

### Eliminate Potential Hiding and Living Places

- Trim plants near buildings so that 15 to 20 cm (6 to 8 inches) above ground is clear. Trim branches of trees or shrubs to prevent access to roofs or balconies.
- Remove unused piles of lumber and old sheds.
- Do not store old cars or furniture outside.
- Store lumber and firewood on stands high-off the ground.

### Keep Rodents Out (Pest-Proofing Your Home)

- Be sure to seal cracks and small holes (usually with caulk).
- Close gaps under doors with rodent-resistant metal door sweeps.
- Close window gaps with metal flashing.
- Put screens on vents, especially on lower floors.



### Removing Pests:

The most effective way to thoroughly eliminate pests from your property is to contact your local pest control agency. These agencies are equipped with the necessary resources to effectively and safely remove any unwanted pests.





## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 28/17

**TO:** Mayor and Members of Council

**FROM:** Christina Hebert, Manager Committee & Community Services

**DATE OF REPORT:** August 16, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** 2017 Local Government Week

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### **RECOMMENDATIONS**

It is recommended that:

1. The Mayor proclaim the week of October 15 to 21, 2017, as Local Government Week (LGW) in the Town of Tecumseh (Town); and that
2. Events and activities be planned for local elementary and secondary students to create awareness in local government and acknowledge its vital role and function in helping to shape the community; and further that
3. LGW activities and events be posted on the Town's website, Tecumseh App and Social Media pages [Facebook and Twitter]; and furthermore that
4. Local elementary and secondary schools be invited to participate in the planned events.

### **BACKGROUND**

The Government of Ontario, together with the Association of Municipalities of Ontario (AMO) and the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) have organized LGW to be an annual event bringing elementary and secondary school students together to increase youth and public awareness about the important role local government plays in shaping our communities.

Since 2008, the Town has been an active participant in LGW. The Town's efforts have been recognized by the Minister of Municipal Affairs and Housing at conferences drawing on the Town's accomplishments as an example for other municipalities to follow. 2017 will mark the Town's 10<sup>th</sup> year of participation in LGW.

Each year for LGW in the Town, local elementary and secondary school students are invited to participate in various scheduled events and contests. Events include scheduled Town Centre tours consisting of the OPP Station, Fire Hall and Town Hall. During the Town Hall tour, the Mayor gives a presentation to the students on local government, the role local government plays in their daily lives, and the various types of career opportunities associated with local government. This presentation is given in both English and French. In addition, students are encouraged to participate in various contests based on topics related to the theme of local government. Previous LGW contests have included essay and poster contests for elementary students, while secondary school students were

encouraged to participate in essay, web page design, as well as poster and photo contests, with a variety of prizes available to be won at both the elementary and secondary school level.

The LGW first place elementary school essay contest winner has the opportunity to shadow the Mayor and become “Mayor for the day”, and ride alongside the Mayor in the Town’s annual Santa Clause Parade. The second place elementary school essay contest winner has the opportunity to shadow the Deputy Mayor and ride alongside the Deputy Mayor in the Parade. As well, the poster contest winner has won a pizza party for their class. All winners have received a Tecumseh Prize Pack and were invited to attend a Regular Council Meeting where the winning poster was displayed publicly and the winning essays were read aloud. All winners were also presented with a certificate of accomplishment.

Local area secondary schools, Tecumseh Vista Academy and École secondaire catholique l’Essor, are also visited by Administration during LGW to make information available regarding current and upcoming career and volunteer opportunities, and information about the Youth Advisory Committee.

## **COMMENTS**

LGW is a youth-focused campaign which aims to celebrate the important role municipal governments play in shaping our communities. The vision is an Ontario where youth are actively engaged in government as the next generation of the workforce and as future community leaders.

To draw participation and create awareness of the events and activities planned, Administration will once again be contacting area elementary and secondary schools to invite them to participate in the many fun and educational activities and contests planned for LGW 2017.

Building upon the success of prior years’ initiatives, the events for LGW 2017 will emphasize on developing resources geared towards education, getting youth interested and engaged with local government. To better engage high school students in LGW, Administration has partnered with members of the newly formed Youth Advisory Committee to help promote LGW amongst their friends and classmates, and act as liaisons between the Town and their schools. Administration is also looking to partner with local area businesses and service groups to help promote LGW and to garner potential sponsorships for the event.

During LGW, a variety of events and activities will be prepared and delivered to create awareness and draw participation. Activities include, but are not limited to, the following:

1. An official proclamation of Local Government Week in the Town of Tecumseh;
2. Poem and poster contests related to the theme of Local Government Week for elementary students;
3. Creation of a ‘Tecumseh’ National Anthem or music video contest about the Town of Tecumseh for secondary students;
4. Town Centre tours of municipal facilities such as the Town Hall, Fire Hall, and OPP Station, enabling students to gain greater awareness of the Town’s operations;
5. Presentations introducing students to the role and services provided by local governments, and creating awareness of the various careers in local government; and
6. Visits to local area secondary schools promoting LGW, providing information regarding upcoming career and community service opportunities (i.e. the Snow & Leaf Angels Program), and information regarding the Town’s Youth Advisory Committee.

The winner of this year’s elementary school essay contest will also become “Mayor for the Day”, shadowing the Mayor to learn about the inner workings of the municipality and ride along with the

Mayor in the Santa Clause Parade. The second place essay contest winner will likewise have the opportunity to shadow the Deputy Mayor for the day, and ride alongside the Deputy Mayor in the Parade. The winners will also receive a Town Prize Pack and have an opportunity to read their submissions at a Regular Council Meeting. Schools with the highest participation will earn a free skate party at the Tecumseh Arena for all participating classes.

As well, an Ontario150 Grant will allow Administration to provide information to area youth on careers in local government during a Job Fair planned in consultation with the Youth Advisory Committee for the Fall of 2017.

Winners of this year's LGW secondary school contests will receive a Tecumseh Prize Pack and select winners will have their submissions utilized as promotional material for the Town.

To bring awareness of the Town's participation in Local Government Week it is recommended that the Mayor be authorized to proclaim the week of **October 15 to 21, 2017**, as Local Government Week in the Town of Tecumseh [[Appendix 1](#)].

As activities are planned, it is also recommended that the local media be informed through Media Advisories in accordance with the Town's Communication Policy, and that information relative to events and activities being organized for LGW be posted to the Town's website, Tecumseh App, and linked to its Social Media Pages [Facebook and Twitter].

## **CONSULTATIONS**

Association of Municipalities of Ontario (AMO)  
Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO)  
Youth Advisory Committee

## **FINANCIAL IMPLICATIONS**

The Town secured grant funding in the amount of \$1,057, under the Ontario150 Partnership Program, to assist with busing students for local elementary and secondary schools to Town Hall so that they may participate in informative presentations about Local Government Week and tour Town Centre facilities, as well as offer activities and prizes.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. Proclamation of 2017 Local Government Week

CH/

## Appendix 1



### Proclamation

## Local Government Week

**Whereas** the week of **October 15 to 21, 2017**, will be celebrated in Ontario as Local Government Week, and

**Whereas** the municipal order of government performs functions that significantly impact the day-to-day life of citizens throughout the world, and

**Whereas**, the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO), the Ontario Ministry of Municipal Affairs and Housing, and the Association of Municipalities of Ontario (AMO), acknowledge and celebrate the significant role that municipal governments play in helping to define the character, priorities, physical make up, and quality of life of communities across Ontario;

**Now therefore** I, Gary McNamara, Head of Council of The Corporation of the Town of Tecumseh, do hereby proclaim the week of **October 15 to 21, 2017** as **Local Government Week** in the Town of Tecumseh and do commend its thoughtful observance to all citizens of our municipality.

Dated at Tecumseh, Ontario, this 12th day of September, 2017.

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







## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 29/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** August 23, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Internet and Telephone Voting Service Provider  
2018 Municipal & School Board Elections

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### **RECOMMENDATIONS**

It is recommended that:

1. Corporate Services & Clerk Report No. 29/17 respecting the selection of an Internet and Telephone Voting Services Provider for the 2018 Municipal and School Board Elections, **be received**; and that
2. The Director Corporate Services & Clerk **be authorized** to enter into an Agreement with Intelivote Systems Inc. for the provision of Internet and Telephone Election Services for the 2018 Municipal and School Board Elections at a cost of \$42,425 plus HST.

### **BACKGROUND**

Earlier this year, Tecumseh Council approved the use of the alternative methods of Internet and Telephone Voting for the 2018 Municipal and School Board Elections (2018 Elections). By-law No. 2017-17 was adopted at the April 25, 2017 meeting of Council authorizing the alternate voting methods.

The purpose of this report is to recommend a service provider for Internet and Telephone Voting for the 2018 Elections.

### **COMMENTS**

#### **Purchasing By-law**

The Purchasing By-law sets out in Section 3.7 that "The Town Clerk has the authority to purchase goods, services, and equipment considered necessary or advisable to carry out the requirements of the *Municipal Elections Act, R.S.O. 1996*. The Town Clerk shall whenever possible, be guided by the provisions of this By-law and the Purchasing Policy contained herein."

The Purchasing By-law's related Policy No. 7 under Section 3.12 Cooperative Purchasing states:

- a) The Town may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Town to do so and where the purposes, goals and objectives of this policy are complied with by such government agencies and public authorities.

- b) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

### **Cooperative Purchasing**

An Invitation to Provide and Present Election Service Information was sent on behalf of the Towns of Tecumseh and LaSalle and the Municipality of Leamington (Municipal Group) to three companies (Invitees). The Invitees were selected because they are the only companies to date which have either fully, or partially, integrated their services with the Municipal Voter View (MVV) program offered by Data Fix. MVV is an essential program used by many Ontario municipalities to manage their Voters' Lists, including the Municipal Group.

All three Invitees submitted proposals, the costs of which are summarized in the Table below:

<b>Vendor</b>	<b>Cost Internet &amp; Telephone</b>	<b>Cost of Printing</b>	<b>Cost of Postage</b>	<b>Total Cost Per Elector</b>	<b>Total Cost Plus HST</b>
Dominion	\$1.65	\$0.32	\$0.82	\$2.79	\$50,368
Intelivote	\$1.10	\$0.43	\$0.82	\$2.35	\$42,425
Simply Voting	\$1.17	\$0.19	\$0.76	\$2.12	\$38,272 plus misc. fees

The total costs in the above chart are based on 18,053 electors, which is the number of eligible electors currently shown on the Town's MVV Listing. The total costs will be higher or lower based on the number of actual electors on the 2018 Voters' List. The costs presented are based on the Municipal Group using the same service provider.

### **Proposal Review**

Following a thorough review of the proposals, the Evaluation Committee, composed of the Clerks from the Municipal Group, unanimously agreed to recommend Intelivote due to their experience and expertise in delivering successful elections in similar size municipalities, system capabilities, and additional standard features. Intelivote has delivered more Ontario municipal eVoting elections than their competitors combined and all 48 of the municipalities to which they provided services to in 2014 are referenceable clients.

Intelivote is the company that pioneered internet voting in Ontario and has the most internet election experience in Ontario. During the 2010 Municipal Elections, Intelivote provided support to 31 of the 42 Ontario municipalities that used internet voting in that year.

Intelivote delivered the Internet and Telephone Voting services during the Town's 2016 By-election in Ward 2. Positive feedback was provided by both the electors on the ease of voting and the candidates who were able to use Intelivote's candidate module to help conduct their campaigns.

Intelivote will provide on-site training to election staff, candidates and voting videos to share with the public. In addition, the Audit and Candidate modules offered are included in the pricing. The Audit Module is a digital certificate enforced, password and ID controlled program that allows an Auditor(s) to monitor the election through a series of tools and features.

This affords Election Officials the opportunity to have an independent Auditor entity scrutinize election activity and have the assurance that, as the election is progressing over the timeline of the election, votes are being properly recorded by the system.

The Candidate Module assists registered candidates and their campaign workers by providing up-to-date statistics and information throughout the duration of a campaign. By entering an authorized username and password, candidates have access to a list of electors who are eligible to vote in the office for which they are running, including real time updates (strike-off lists).

It is important to ensure that the electronic election is conducted with a company that has had extensive experience in this field with similar size municipalities and therefore it is recommended that the Director Corporate Services & Clerk be authorized to enter into a Service Contract with Intelivote Systems Inc. for the delivery of Internet and Telephone Voting for the 2018 Municipal and School Board Elections.

## **CONSULTATIONS**

Clerk, Town of LaSalle  
Clerk, Municipality of Leamington  
Director Information Technology & Communication  
Director Financial Services & Treasurer  
Purchasing Officer

## **FINANCIAL IMPLICATIONS**

The cost estimate provided by Intelivote of \$43,172, including the Town's share of non-refundable HST, is within the funding allocation in the 2018 Budget forecast for computer support/software expenses.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): None

LM



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 30/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** August 25, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** 2018 Council Conferences

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### **RECOMMENDATIONS**

It is recommended that:

1. Members of Council be authorized to attend the following conferences scheduled to be held in 2018, in accordance with the Town's *Travel Policy No. 14* and *Professional Development Policy No. 73*:

Event	Dates	Location
ROMA Annual Conference	January 21-23, 2018	Toronto, ON
OGRA Annual Conference	February 25-28, 2018	Toronto, ON
Festivals and Events Ontario Conference	February 28-March 2, 2018	Hamilton, ON
OSUM Conference and Trade Show	May 2-4, 2018	Niagara Falls, ON
FCM Annual Conference and Trade Show	May 31-June 3, 2018	Halifax, NS
Great Lakes and St. Lawrence Cities Initiative Annual Meeting and Conference	June 13-15, 2018	Ajax, ON
AMO AGM & Annual Conference	August 19-22, 2018	Ottawa, ON
AMO/MMAH Ontario West Municipal Conference	TBD	TBD

### **BACKGROUND**

The Town's Professional Development Policy No. 73 states that:

- 4.1 *Members of Council may be authorized to attend up to 3 conferences (2+ days) per year which have been approved by Council and are within their Department's budget.*

**4.2** *Members of Council may be authorized to attend workshops/seminars (1-2 days) which have been approved by Council and are within their Department's budget.*

The Town's Travel Policy No. 14 provides certain allowances for travel, accommodation and other related expenses for attending conferences/workshops/seminars.

## **COMMENTS**

To facilitate Council approval of the conferences which have typically been attended by the Members in prior years, and to assist the Members in planning for 2018, as well as planning the 2018 Council meeting schedule, it is recommended that consideration be given to authorizing attendance at the 2018 conferences listed above.

The following municipal associations' respective conferences have been attended by Tecumseh Council in prior years and were held, or are scheduled to be held in 2017, on the dates and in the areas shown below in the table:

<b>Event</b>	<b>Dates</b>	<b>Location</b>
ROMA Annual Conference	January 29-31, 2017	Toronto, ON
OGRA Annual Conference	February 26-March 1, 2017	Toronto, ON
Festivals and Events Ontario Conference	March 1-3, 2017	Sault Ste. Marie, ON
OSUM Conference and Trade Show	May 2-5, 2017	Blue Mountain, ON
FCM Annual Conference and Trade Show	June 1-4, 2017	Ottawa, ON
Great Lakes and St. Lawrence Cities Initiative Annual Meeting and Conference	June 14-16, 2017	Montreal, QC
AMO AGM & Annual Conference	August 13-16, 2017	Ottawa, ON
AMO/MMAH Ontario West Municipal Conference	November 24, 2017	London, ON

Council will be informed on the Regular Council Agenda of other conferences/workshops/seminars which may be offered in 2018, and that are not listed in this report.

The Members may give further consideration to authorizing attendance to other conferences/workshops/seminars, in accordance with the Professional Development Policy.

## **CONSULTATIONS**

Association of Municipalities Ontario  
Federation of Canadian Municipalities  
Festivals and Events Ontario  
Great Lakes and St. Lawrence Cities Initiative  
Ontario Good Roads Association  
Ontario Small Urban Municipalities  
Rural Ontario Municipal Association

## **FINANCIAL IMPLICATIONS**

Conference/workshop/seminar expenses are subject to Council's annual budget, in accordance with the Professional Development and Travel Policies.

## **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:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. None

LM/sw





## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 31/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** August 31, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** 2018 December Holiday Schedule

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### **RECOMMENDATIONS**

It is recommended that:

1. That the Tecumseh Town Hall Offices close for the 2018 December Holiday Season from Monday, December 24, 2018, through to and including Tuesday, January 1, 2019.

### **BACKGROUND**

Article 12.04 of the Collective Agreement between The Corporation of the Town of Tecumseh and CUPE 702.2 [Inside Full-time Staff] (Collective Agreement) states that *"If the Corporation intends to shut down its operations between Christmas and New Year's, it shall advise the employees and the Union before May 1 of each year. In the event of such shutdown the employees may choose to take non-holiday days as vacation, lieu time or unpaid leave."*

In prior years, Council has authorized the closing of the Tecumseh Town Hall Offices (Town Hall) from Christmas Eve through to and including New Year's Day, subject to staff utilizing vacation, banked overtime, float, or unpaid leave days for any non-statutory holidays.

Approval of the 2018 December Holiday Schedule and Town Hall closure is being requested, to permit the 2018 Essex-Windsor Solid Waste Authority (EWSWA) Collection Calendar to include all holidays and the dates on which the Town Hall is closed. The EWSWA Calendar starts development in the Fall of each year in order to be ready for distribution in the following January.

The 2018 Council Meeting and Holiday Calendar is also being developed by the Corporate Services & Clerk's Department.

## **COMMENTS**

The following are paid holidays, in accordance with the Collective Agreement:

- Christmas Eve (Monday, December 24, 2018);
- Christmas Day (Tuesday, December 25, 2018);
- Boxing Day (Wednesday, December 26, 2018);
- New Year's Eve (Monday, December 31, 2018); and
- New Year's Day (Tuesday, January 1, 2019).

In order to close Town Hall during the Christmas and Holiday Season in 2018 from Monday, December 24, 2018 through to and including Tuesday, January 1, 2019, it will be necessary for staff to utilize two (2) days of either vacation, banked overtime, float or unpaid leave, on Thursday, December 27, 2018 and Friday, December 28, 2018.

The following Table depicts the 2018 Holidays and observance days which have been described.

<b>December 2018</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
23	24 Christmas Eve	25 Christmas Day	26 Boxing Day	27 Office Closed	28 Office Closed	29
<b>January 2019</b>						
30	31 New Year's Eve	1 New Year's Day	2 Office Open	3	4	5

Closing Town Hall during the Christmas and Holiday Season is appreciated by staff. Conflicts with vacation requests and schedules are also avoided. Notwithstanding the foregoing, staff may submit requests to their respective department Directors for consideration to other leave time around the holidays.

Advance notice of Town Hall closure during the December Holiday Season is given to the public through advertisements in the local newspaper(s), posted on the Town's website, Tecumseh App, and through Social Media [Facebook and Twitter], and at each of the Town Hall entrances, as well as in the EWSWA Collection Calendar.

The telephone system is programmed to inform residents who may call during the holidays, of emergency contact numbers for road, sewer or water problems.

Payments on overdue taxes can be made by automatic debit, telephone banking, post-dated cheques or left in the mail slot.

Residents have not complained or expressed concerns regarding the Town Hall closure during the December Holiday Season in prior years.

## **CONSULTATIONS**

CUPE Local 702.2 (Inside Full-time)  
CUPE Local 702.5 (Inside Part-time)  
President and Vice-President

## **FINANCIAL IMPLICATIONS**

There are no financial implications arising from this report.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

---

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



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 13/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** August 28, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Essex Powerlines Corporation Long Term  
Financing Agreement Renewal

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### **RECOMMENDATIONS**

It is recommended that:

1. A By-law authorizing the Mayor and the Clerk to execute a Long Term Financing Agreement between The Corporation of the Town of Tecumseh and Essex Powerlines Corporation be prepared for Council's adoption at the September 26, 2017 Regular Meeting of Council as outlined in this report.

### **BACKGROUND**

Pursuant to By-law 2002-74, the Town entered into a long term financing agreement with Essex Powerlines Corporation (EPL). This agreement replaced the promissory note that was due on demand as a result of the incorporation of EPL and the transfer of PUC assets thereto. EPL used this in place of going to bond or other external long term market instruments.

The above agreement expired and was replaced by By-law 2007-60 which contained the same provisions as the original agreement except for a reduction in the interest rate from 7.25% to 6.00%.

The above agreement expired and was replaced by By-law 2012-96 under the same provisions as the previous two agreements except for a reduction in the interest rate from 6.00% to 4.00%.

Section 3.03 of the current agreement provides the Town the annual option of notifying EPL by March 1<sup>st</sup> that payment of \$308,881 is due. This represents 20% of \$1,544,408, which is the amount outstanding in the agreement. Historically, the Town has opted to defer payable amounts. The note balance of \$1,544,408 has not changed since 2003.

Section 3.04 allows EPL to notify the Town by July 1<sup>st</sup> of intent to make payment or partial payment.

Section 4 stipulates an interest rate of 6.0% per annum of the loan principal calculated annually and payable to the Town by the 20<sup>th</sup> business day following the calendar year end.

The current long term financing agreement authorized by By-law 2012-96 expires December 31, 2017. EPL has offered to renew the agreement for a further 5-year term at an interest rate of 3.8%.

## **COMMENTS**

Administration has conducted a review of the new long term financing agreement with EPL for compliance with the Town's Investment Policy (Policy Number 87). Renewal of this agreement is in compliance with Investment Policy (Policy) Appendix B Sector Limitations which allows for investment to a maximum of 5% of the portfolio value.

The Policy considered such factors as:

- Return on Investment
- Investment Security
- Diversification
- Liquidity.

The Town's investment environment has not changed in any significant way from the environment in place when the Policy was approved in February of 2016.

Administration has reviewed the 3.8% interest rate in comparison to other investments of similar risk and security and finds it to be reasonable.

In light of the discussion above, Administration recommends that a by-law authorizing the Mayor and the Clerk to execute a Long Term Financing Agreement between The Corporation of the Town of Tecumseh and Essex Powerlines Corporation be prepared for Council's adoption at the September 26, 2017 Regular Meeting of Council as outlined in this report.

## **CONSULTATIONS**

None.

## **FINANCIAL IMPLICATIONS**

At an interest rate of 3.80%, the long term financing agreement with EPL provides the Town with income of \$58,700 annually which is a \$ 3,100 reduction from the previous return of \$61,800. The income from this agreement is revenue of the Reserve Fund.

### **LINK TO STRATEGIC PRIORITIES**

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

### **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1. 2012 Long Term Financing Agreement

LG



## **Attachment 1**

### **LONG TERM FINANCING AGREEMENT**

**THIS AGREEMENT** made this 28<sup>th</sup> day of November, 2012

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF TECUMSEH** (hereinafter referred to as “**The Town**“)

- 1.
2. **OF THE FIRST PART**

and

**ESSEX POWERLINES CORPORATION** (hereinafter referred to as “**EPL**”)

3. **OF THE SECOND PART**

**WHEREAS** EPL is duly incorporated pursuant to Section 142, Schedule A of the Electricity Act, 1998;

**AND WHEREAS** The Town is duly incorporated pursuant to The Ministry of Municipal Affairs and Housing Order;

**AND WHEREAS** the parties have agreed that The Town holds a promissory note dated June 1, 2000;

**AND WHEREAS** The Town is a shareholder of EPL and operate as separate corporate entities, notwithstanding the provisions of this Agreement and other agreements that the parties may enter into from time to time;

**AND WHEREAS** the parties shall consult as frequently as may be desirable to ensure declarations and intentions are known;

**NOW THEREFORE IN CONSIDERATION** the parties have agreed that The Town will hold a loan for the sum of \$1,544,408 dollars of lawful money of Canada (hereinafter referred to as the original loan principal, the receipt and sufficiency of which is hereby expressly acknowledged), the Parties covenant and agree, with each other, as follows;

#### 4. **Prior Agreements**

All other agreements regarding the matters contained in this agreement, whether oral or written are terminated.

#### 5. **Term**

The term of this Agreement shall be from January 1, 2013 to and including December 31, 2017 and year by year thereafter until there is no outstanding loan principal unless EPL gives notification, of not less than one year, in writing to The Town that EPL wishes to end the agreement at which time EPL will pay the remaining loan principal and interest prior to the end of the Agreement.

#### 6. **Repayment Schedule**

- 6.01 EPL shall pay The Town annually not more than twenty percent (20%) of ~~outstanding the original~~ loan principal in the first year of this agreement and not more than twenty percent (20%) thereafter subject to article 3.03 and 3.04.
- 6.02 The Town may defer the ~~first year~~ payment in any year to a subsequent year and EPL shall pay The Town the deferred payment or payments in addition to the current year's annual payment subject to article 3.03 and 3.04.
- 6.03 The Town shall notify EPL, by March 1 or the 1st business day thereafter in the year that payment is due, of The Town's intention to receive payment as per article 3.01 and 3.02.
- 6.04 EPL shall notify The Town by July 1 or the 1<sup>st</sup> business day thereafter EPL's intention to make payment or partial payment as per article 3.01 and 3.02 by October 1 or the 1<sup>st</sup> business day thereafter in the year that payment is due.
- 6.05 The Town may request payment, and EPL will make payment, of the entire outstanding loan principal by notifying EPL by March 1 that The Town wishes payment to be made by March 1 of the following year conditional on EPL's ability to make distributions according to the "Unanimous Shareholders Agreement" which classifies this agreement as a "Second Tier Loan".

#### 7. **Interest**

Interest means the rate paid for use of the outstanding loan principal calculated at 4.00% per annum of the loan principal calculated annually and payable to The Town by the 20th business day following the calendar year end.

#### 8. **Arbitration**

- 8.01 The parties agree to consult with each other and to negotiate in good faith to resolve any differences or disputes which either party may have relating to the interpretation, application or implementation of this agreement, or any dispute which may arise over any costs, fees or other costs incurred and failing agreement the parties agree to resolve their disputes by arbitration as provided in Article 5.02.
- 8.02 Arbitration of a dispute shall be commenced by written notice by a party requesting arbitration to the other, which notice shall identify the issue or issues it wishes to submit to arbitration. Within thirty (30) days of the date of the notice, the Parties shall agree upon a single arbitrator and failing agreement then each party shall appoint an arbitrator and the two appointees shall within 45 days of the date of the notice of arbitration appoint a third person who shall act as Chair of the arbitration panel, and failing agreement the Chair shall be appointed by a judge of the Superior Court of Ontario pursuant to the provisions of the Arbitration's Act, RSO 1991 c.A.17.

- 8.03 The commencement of the arbitration and all rules of procedure for the arbitration shall be by agreement of the Parties, or failing agreement, as determined by the arbitrator or Chair of the arbitrator panel. The provisions of the Arbitration's Act, RSO 1991 c.A.17, as amended or any successor legislation shall apply to the arbitration.
- 8.04 All decisions of the arbitrator or arbitrators, as the case may be, shall be made in writing and shall be delivered to all Parties within ten (10) days from the conclusion of the arbitration. All decisions shall be final and binding upon the Parties, their respective successors and assigns, and shall not be subject to appeal.
- 8.05 Each Party shall pay its own costs incurred in respect of the arbitration including the payment of its appointee to the arbitration panel, and in the case of a three person panel the parties agree to share the fees of the Chair and other related costs equally.

**9. Notices**

All notices required to be given to either of the Parties under this Agreement shall be in writing and shall be delivered by prepaid unregistered post or hand delivery to the following:

- a) to the Chief Administrative Officer at: 917 Lesperance Road, Tecumseh, Ontario, N8N 1W9
- b) to the General Manager, EPL at: 2730 Highway 3, Oldcastle, Ontario, N0R 1L0

or to such other address or individual as may be designated by written notice to the other Party. Any notice given by personal delivery shall be deemed to have been given on the day of actual delivery hereof and if sent by prepaid post, on the third day after mailing.

**10. Amendments**

Amendments to this Agreement shall be in writing and executed by the Parties duly authorized signing officers.

**11. Headings**

The headings in this Agreement are for purposes of reference only and shall not be read or construed so as to abridge or modify the meaning of any provision in the main text of this Agreement.

**12. Governing Law**

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

**10. Successors**

- 10.01 This Agreement shall ensure to the benefit of and be binding upon the Parties and their successors and assigns, respectively.
- 10.02 The Parties explicitly acknowledge and agree that the term of this Agreement shall remain in full force and effect and be binding upon new business corporations incorporated under the Business Corporations Act to whom assets and liabilities will be transferred.

- 10.03 For the purposes of this Agreement, whenever the term The Town or EPL is used, the term shall be deemed to include all successor business corporations incorporated to whom assets and liabilities are transferred.

**11. Regulatory Changes**

The Parties acknowledge that substantial changes to legislation and regulations and government policies are likely to occur during the term of this Agreement which are likely to affect the nature of the relationship between them, and as consequence the parties hereby agree to consult and negotiate in good faith any amendments to this Agreement which may be necessitated by changes in the regulatory environment, and failing agreement to submit their differences to arbitration as provided in Article 5.

**IN WITNESS WHEREOF** the Parties have duly executed this Agreement on the date first above written:

**The Corporation of the Town of Tecumseh**

Per:

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

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

**Essex Powerlines Corporation**

Per:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
General Manager



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 14/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** August 29, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Vacancy Rebate Program Review

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### **RECOMMENDATIONS**

It is recommended that:

1. The Town of Tecumseh work collectively with the County Tax Collectors and Treasurers group to conduct a county-wide public consultation session to propose the elimination of the Vacancy Rebate Program in Essex County for the 2018 taxation year.

### **BACKGROUND**

Section 364 of the *Municipal Act* states that “every local municipality shall have a program to provide tax rebates to owners of property that has vacant portions if that property is in any of the commercial classes or industrial classes”.

The Town of Tecumseh, along with all other lower tier municipalities in Essex County, currently offers a vacancy rebate program. This program was established in 2001 under Section 364 of the *Municipal Act*. The program provides tax rebates to owners of vacant property in the commercial and industrial tax classes. The commercial class receives a 30% rebate while the industrial class receives a 35% rebate if the property remains vacant for a minimum of 90 consecutive days.

Historically, the vacancy rebate program has been established and set solely by the province for mandatory implementation by municipalities. However, Chapter V of the 2016 Ontario Economic Outlook and Fiscal Review noted that the 2016 provincial budget announced a legislative framework to allow municipalities the opportunity to review the vacancy rebate program at the local level.

### **COMMENTS**

Municipalities are now permitted to assess the success of the vacancy rebate program in light of their own circumstances and if desired, make changes to the program at the local level. The province set out guidelines in the form of a checklist that municipalities must abide by in order to propose changes to the program. All proposed changes require provincial approval. Since tax policy is set at the County level in consultation with the lower tier municipalities, this topic was first addressed at the County level by the County Clerk, Mary Brennan.

At the March 15<sup>th</sup>, 2017 meeting of County Council it was resolved "...that the Essex County Tax Collectors and Treasurers group be requested to develop a work plan and recommendations regarding the Vacant Unit Rebate programs in Essex County, prior to July 1, 2017."

On May 8, 2017, a meeting of the County Tax Collectors and Treasurers was held to discuss the vacancy rebate program. A summary of the group's discussion is as follows:

#### **Advantages**

- *Provides financial relief to owners to offset loss of rental revenue*
- *Provides a measure of building security through lean economic times by reducing the incentive to simply demolish vacant buildings that may be viable once the economy recovers*
- *Tax savings can be used to reinvest in the vacant property to increase rental viability in the future*

#### **Disadvantages**

- *Some properties receive vacancy rebate payments year after year which suggests the program is not addressing the main reason why the property is vacant*
- *Can contribute to speculative investment purchases of property that finance a period of vacancy longer than would otherwise be the case without the vacancy rebate program*
- *Discourages seasonal renting of commercial space (lease terms less than one year) and market driven rental rates*
- *Administrative resources required to administer program effectively*
- *Tax savings from rebate program may not be used to increase rental viability*

The majority of comments received at the County Tax Collectors and Treasurers meetings suggested a recommendation to eliminate the vacancy rebate program.

The decision of the County Tax Collectors and Treasurers was to provide this background information to our respective councils and seek approval to proceed with the necessary public consultation with the business community as required by the provincial checklist. The public consultation would provide an opportunity to receive input from the business community and ensure the recommendation to eliminate the rebate program has as few unintended consequences as possible. The goal of the county-wide open house would be to reach consensus on the elimination of the rebate program county-wide. It is felt that a unified direction by all lower tiers will have a smoother approval process at the provincial level.

It is recommended that:

1. The Town of Tecumseh work collectively with the County Tax Collectors and Treasurers group to conduct a county-wide public consultation session to propose the elimination of the Vacancy Rebate Program in Essex County for the 2018 taxation year.

## **CONSULTATIONS**

County Tax Collectors and Treasurers

## **FINANCIAL IMPLICATIONS**

The financial impact of the Vacancy Rebate Program to the Town of Tecumseh has averaged \$56,891 per year since 2008. Vacancy Rebate Program summary details for years 2008-2016 are shown in the following table.

	Number of	Total Value of	Municipal Portion	County Portion	School Board Portion
Year	Applicants	Vacancy Rebate	of Vacancy Rebate	of Vacancy Rebate	of Vacancy Rebate
2008	61	\$ 192,117	\$ 45,381	\$ 111,352	\$ 35,384
2009	62	\$ 281,902	\$ 69,897	\$ 160,091	\$ 51,914
2010	63	\$ 293,321	\$ 75,174	\$ 164,453	\$ 53,694
2011	53	\$ 292,387	\$ 77,305	\$ 160,206	\$ 54,876
2012	49	\$ 217,839	\$ 63,424	\$ 111,385	\$ 43,030
2013	46	\$ 148,003	\$ 52,242	\$ 67,599	\$ 28,162
2014	45	\$ 145,233	\$ 46,180	\$ 70,793	\$ 28,260
2015	27	\$ 145,362	\$ 47,862	\$ 69,062	\$ 28,438
2016	24	\$ 105,439	\$ 34,552	\$ 49,677	\$ 21,210
<b>Total</b>		<b>\$ 1,821,603</b>	<b>\$ 512,017</b>	<b>\$ 964,618</b>	<b>\$ 344,968</b>
<b>Annual Average</b>	<b>48</b>	<b>\$ 202,400</b>	<b>\$ 56,891</b>	<b>\$ 107,180</b>	<b>\$ 38,330</b>

The number of applications and value of rebates has trended downward since 2010 in-step with the economic recovery in the region.

## **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): None

TK





## THE CORPORATION OF THE TOWN OF TECUMSEH

Information & Communication Services  
Report No. 02/17

**TO:** Mayor and Members of Council

**FROM:** Shaun Fuerth, Director Information & Communication Services

**DATE OF REPORT:** August 23, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Telus Corporate Purchasing Group Agreement

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### **RECOMMENDATIONS**

It is recommended that:

1. The Mayor and Director Information & Communication Services be authorized to execute the Telus Corporate Purchasing Group Agreement between the Corporation of the Town of Tecumseh ("Town") and Telus Communications Company ("Telus").
2. The Director Information & Communications retains the ability to bind the Town on future individual cellular phone contracts.

### **BACKGROUND**

In 2005 the Town entered into an agreement with Telus as negotiated by WEDnet (Windsor Essex Development Network), for the provision of Telus cellular phones and corresponding rate plans. The Connecting Windsor-Essex (formerly WEDnet) consortium released a Request for Proposal (RFP) in June 2017 and Telus was once again the successful proponent.

In 2008, 2011, and 2014 this agreement was amended so that the town could benefit from additional volume rate plan pricing.

This agreement benefits many public and private organizations in Windsor and Essex County by allowing for discounted pricing on cellular phone and smart phone data/voice plans, software, and hardware.

### **COMMENTS**

The new agreement (Appendix I) outlines corporate pricing from which the Town will benefit.

Such benefits include:

- Maintain smart phone rates of (\$45/month)
- An increase from 1GB (gigabyte) of data to 3GB per user (pooled) \*\*new

- Unlimited local calling
- Unlimited U.S. texting \*\*new
- 125MB/user/month for US data (pooled) \*\*new
- Account pooling for voice minutes
- Employee Purchase Plan (EPP) will now include some savings for retirees
- Bring Your Own Device (BYOD) rate plans allow for purchase of hardware elsewhere
- 911 fee included

Since signing the original agreement (2005) and subsequent amending agreements in 2008, 2011, and 2014 the Town has saved thousands of dollars in airtime discounts, hardware replacement discounts, and software acquisition.

Telus rate plans are not limited to smart phones but are also utilized in many departments for mobile internet for service vehicles, tablets for road/sidewalk patrols, and GPS units.

## **CONSULTATIONS**

Financial Services

## **FINANCIAL IMPLICATIONS**

Upon analysis of the new rate plans being offered and the increase in account pooling based on the current usage patterns, the Town can expect to continue to save several thousand dollars per year over current consumer rate plans. In the new plans, additional financial benefits will be derived from:

1. Increase in monthly data allowance per user and pool (from 1GB to 3GB).
2. Improved U.S. rate plans are now included for all users for voice, texting and data.
3. BYOD plans may result in substantially lower monthly costs.

The above noted savings are in addition to monthly airtime credits as per the Telus antenna lease agreement for equipment found on the Town's water tower.

As a member of Connecting Windsor-Essex, the Town will continue to benefit financially from these agreements and benefit from reduction in airtime costs and hardware costs.

## **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:

---

Shaun Fuerth, BCS  
Director Information & Communication Services

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. Telus Corporate Purchasing Group Agreement

SF

# Enrollment Agreement for Corporate Purchasing Group - Wireless Services

## A. Description of the Sharing Group

TELUS Communications Company (“**TELUS**”) provides various wireless services to Connecting Windsor-Essex (“**CWE**”), as set forth in a Corporate Purchasing Group Agreement – Wireless Services entered as of June 22, 2017 (the “Corporate Purchasing Group Agreement”), and CWE has requested that its members in good standing in Canada (the “**Sharing Group**”) have access to the rates and terms for the wireless services. TELUS agrees to provide the members of CWE an offer for the Services (as such term is defined in Section B of this Enrollment Agreement, as such term is defined below), subject to the terms and conditions of the Corporate Purchasing Group Agreement and this Enrollment Agreement.

The Enrollment Agreement is between TELUS and each member of CWE having executed a Section E – Solution Details (the “**Enrollment Agreement**”).

The parties acknowledge and understand that the terms and conditions and rate plans in the Corporate Purchasing Group Agreement (collectively, the “**Corporate Offering**”) have been made available to the Customer due to the buying power of CWE and its members as a corporate customer, and are not generally offered to consumers.

By executing this Enrollment Agreement, the Customer accepts the Corporate Offering and the terms and conditions negotiated by CWE on its behalf, and acknowledges that the Wireless Code attached to Telecom Regulatory Policy CRTC 2013-271 does not apply to the Enrollment Agreement or the Customer.

The Corporate Offering is offered to the Customer provided the following eligibility conditions are met:

- (a) The Customer must be a participating member in good standing of Connecting Windsor-Essex,
- (b) The parties must execute this Enrollment Agreement by signing a Section E – Solution Details,
- (c) The Services must be used by the Customer and cannot be resold, and
- (d) The Customer must comply with the terms and conditions in Tariff Item 410, Resale and Sharing of Services (CRTC 21461), as amended from time to time upon the approval of or as directed by the CRTC.

In addition, the Customer must have 10 or more Customer Devices (as such term is defined in Section B) active on the TELUS networks (the “**Enrollment Agreement Minimum**”) at all times during the Agreement Term (as such term is defined in Section B). The Customer acknowledges and understands that the Agreement, including but not limited to the Enrollment Agreement Minimum, is subject to change or may be terminated by TELUS, if required in order to comply with any CRTC order, decision or regulatory policy. The Customer further acknowledges and agrees that if the Customer ceases to meet the Enrollment Agreement Minimum during the Agreement Term, whether as a result of failing to maintain the Enrollment Agreement Minimum or as a result of a change to the Enrollment Agreement Minimum threshold in order to comply with any CRTC order, decision or regulatory policy, this Enrollment Agreement may be terminated by TELUS or TELUS may revise the Corporate Offering.

## B. General Terms and Conditions

### 1. Agreement Structure

This Enrollment Agreement is divided into sections, as follows.

- a. Section A, the Description of the Sharing Group, includes a description of the CWE Sharing Group.
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Enrollment Agreement.
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services.
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.
- e. Section E, the Solution Details, includes specific Customer information, a list of specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

## 2. Definitions

In this Enrollment Agreement:

- a. **"Affiliate"** means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. **"Agreement Term"** is the term of this Enrollment Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. **"CRTC"** means the Canadian Radio-television and Telecommunications Commission,
- d. **"Customer"** is defined in the Solution Details,
- e. **"Customer Device"** is a wireless telecommunications device owned by the Customer or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike® handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. **"Customer User"** is defined in subsection 7 of this section,
- g. **"Device Balance"** at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. **"Device Term"** is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. **"Effective Date"** is defined in subsection 4 of this section,
- j. **"Existing Customer Device"** means a Customer Device active on a TELUS network before the Effective Date.
- k. **"Member"** means a participating member in good standing of Connecting Windsor-Essex,
- l. **"Minimum Commitment"** is defined in subsection 6 of this section,
- m. **"Minimum Spend Commitment"** means the minimum amount of fixed monthly charges that must be incurred by a Customer Device as determined by the type of Rate Plan to which a Customer Device is subscribed, as more particularly described in subsection 2 of Section D,
- n. **"New Customer Device"** means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- o. **"No Term Device"** is defined in subsection 1.1.3 of section D,
- p. **"Rate Plan"** is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and **"Add Ons"** are Rate Plans for specific service features that may be added to another Rate Plan,
- q. **"Service"** means any service listed in the Solution Details,
- r. **"Services"** means all of the Services listed in the Solution Details,
- s. **"TELUS"** means TELUS Communications Company,
- t. **"Upgrade"** is defined in subsection 1.2 of Section D,
- u. **"Wireless Data Service"** is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- v. **"Wireless Voice Service"** is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- w. **"Wireless Voice and Data Services"** refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Enrollment Agreement.

## 3. Services

TELUS agrees to provide the Customer with the Services.

## 4. Scope and Agreement Term

This Enrollment Agreement is effective, and the Agreement Term starts, when the Enrollment Agreement is signed by both the Customer and TELUS (the **"Effective Date"**). This Enrollment Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Enrollment Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services after the Agreement Term on the terms and conditions in this Enrollment Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Enrollment Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment, and TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Enrollment Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Enrollment Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

## 5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Enrollment Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 2% per month (compounded to 26.82% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct.

## 6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Solution Details. The "**Minimum Commitment**" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment.

If the number of Customer Devices active on the TELUS networks is less than 80% of the Minimum Commitment on or any time after the Commitment Date, TELUS may apply an additional monthly charge of \$2.00 to each Customer Device, on 30 days' advance notice to the Customer.

## 7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer (the "**Customer's Users**", and individually, a "**Customer User**"). The Customer shall not, without TELUS' advance written consent:

- a. permit persons other than a Customer User to use the Services or activate Services under this Enrollment Agreement,
- b. permit anyone to activate Services under this Enrollment Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or
- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Enrollment Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Enrollment Agreement and give TELUS instructions with respect to their own use of the Services.

## 8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at [telus.com/aup](https://telus.com/aup), and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or
- d. copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

## 9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Enrollment Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Enrollment Agreement, even if the use is not authorized by the Customer,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

## 10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. The Services are provided on an "as is" and "as available" basis. Warranties, representations, and conditions do not apply to the Services and are excluded, to the extent permitted by law.

To maintain or improve the Services or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Enrollment Agreement.



## 11. Numbers

Subject to the Customer's right to port a number to another carrier, the Customer does not own or have any property rights in any phone number, IP address, domain name, e-mail address or any other identifier assigned to the Customer for use with the Services, TELUS may change any such identifiers, without liability, by giving advance notice to the Customer.

## 12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. U.S roaming charges and international roaming Packages are in Section D. Other international roaming charges in effect from time to time are published at [telusmobility.com](http://telusmobility.com). The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

## 13. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Enrollment Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, to ensure fair network access to all users, TELUS may manage network resources using methods including:

- a. allocating bandwidth, which may limit the availability or speed of data service,
- b. filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- c. restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at [mobility.telus.com/optimization](http://mobility.telus.com/optimization).

## 14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment;
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

TELUS will not be liable to the Customer for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Enrollment Agreement. This exclusion applies even if TELUS could reasonably foresee or has been advised of the possibility of such losses, failure, or damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Enrollment Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Enrollment Agreement.

TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of twenty dollars and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Enrollment Agreement.

The exclusions and limitations of liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and
- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

## 15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Enrollment Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Enrollment Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2129 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services up to the termination or deactivation date, and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

## 16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for the efficient and cost-effective provision of telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,
- g. an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose, or

- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,
- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer

## **17. Confidentiality of TELUS Information**

This Enrollment Agreement, all information provided by TELUS to the Customer in connection with the Services or this Enrollment Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Enrollment Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Enrollment Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Enrollment Agreement for a period of three years.

## **18. Mediation and Arbitration**

TELUS and the Customer shall use mediation and arbitration to resolve disputes between them arising from or relating to the Services or this Enrollment Agreement, including disputes arising from or relating to any Customer Device, sales materials or advertising relating to a Customer Device or the Services or relationships with other persons arising through use of the Service, whether the dispute is based in contract, tort (including negligence), statute, or otherwise. If the business representatives of the parties have not been able to resolve any such dispute, in order to proceed with the dispute a party must submit the dispute to private and confidential mediation before a single mediator. If the dispute is not resolved after mediation, in order to proceed with the dispute a party must submit the dispute to private and confidential arbitration before a single arbitrator. Mediation and any arbitration will take place in the city and province in the Customer's billing address in the Solution Details under the rules of the ADR Institute of Canada, including its rules as to initiation and submission of a dispute to mediation and arbitration, appointment of the mediator and any arbitrator, and responsibility for the fees and expenses arising from or relating to mediation and arbitration.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

This subsection does not apply to the collection of any amounts owing to TELUS or any injunction application, except that in the case of an injunction application, the parties shall use mediation and arbitration to resolve the dispute that led to the application. The Customer waives any right it may have to start or participate in, and agrees to opt out of, any class action against TELUS arising from or relating to the Services or this Enrollment Agreement. Nothing in this subsection restricts or intends to restrict the rights or powers of any administrative authority with jurisdiction over TELUS or the Services.

## 19. General

**Interpretation.** The headings in this Enrollment Agreement do not affect the interpretation of any provision of this Enrollment Agreement. All dollar amounts in this Enrollment Agreement refer to Canadian currency. The words “including” and “includes” mean “including without limitation” and “includes without limitation”.

**Assignment.** The Customer shall not assign this Enrollment Agreement or any part of it without the advance written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing information, communications or technology products or services, including telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Enrollment Agreement or the Services without notice to or consent of the Customer. This Enrollment Agreement enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

**Relationship.** This Enrollment Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

**Severability.** If any part of this Enrollment Agreement is void, prohibited or unenforceable, this Enrollment Agreement is to be construed as if that part had never been part of the Enrollment Agreement.

**No Waiver.** The failure of the Customer or TELUS to exercise any right under this Enrollment Agreement, or to insist upon strict or full performance of the obligations under this Enrollment Agreement, does not constitute a waiver or relinquishment of any provision of this Enrollment Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Enrollment Agreement are cumulative and not alternative.

**Survival.** Provisions of this Enrollment Agreement that expressly or by their nature extend beyond the termination of this Enrollment Agreement survive any termination of this Enrollment Agreement.

**Law.** If any provision of this Enrollment Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Enrollment Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Enrollment Agreement. This Enrollment Agreement is subject to and is to be interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction will be in that province.

**Notices.** Unless explicitly provided otherwise in this Enrollment Agreement, to be effective, notices under this Enrollment Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 3777 Kingsway, 5<sup>th</sup> Floor, Burnaby B.C. V5H 3Z7, 604 – 435 – 5650, and for all other notices is 25 York Street, 24<sup>th</sup> Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

**Entire Agreement.** Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Enrollment Agreement do not bind and are rejected by TELUS. This Enrollment Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Enrollment Agreement came into effect. Changes to this Enrollment Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Enrollment Agreement.

**Language.** The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent contrat et tous les documents connexes soient rédigés en langue anglaise.

## C. Service Terms and Conditions

### 1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

## 1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Enrollment Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

## 1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

## 1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

## 1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment.

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Enrollment Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by

this Enrollment Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

## **1.5 TELUS Wi-Fi Service**

Wireless Data Service include access to TELUS Wi-Fi service, which provides wi-fi Internet access through TELUS' wireless network access points at various locations. The terms and conditions in this Enrollment Agreement apply to use of the TELUS Wi-Fi service by any Customer User, and take precedence over any other service terms that may apply to the use of the TELUS Wi-Fi service, in the event of any conflict.

## **1.6 Customer Responsibility for Data**

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("**Customer's Content**"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

## **2. Tracking Service**

The Service Terms and Conditions in this subsection apply to the Tracking Service provided to the Customer.

### **2.1 General Service Description**

Tracking Service provide the Customer with specialized hardware, software, services and support (the "**Tracking Solution**") used in conjunction with Wireless Data Service to enable the Customer to track, locate, dispatch or alert the Customer's workers, vehicles, or other assets. Specific features of the Tracking Solution provided to the Customer are set out in Section D, Corporate Rate Plans. The Tracking Solution is developed, manufactured and supported by TELUS' suppliers, and use of the Tracking Solution by the Customer is deemed to be acceptance of the supplier's terms and conditions of use or software license or both.

### **2.2 Charges**

The Rate Plan selected by the Customer for the Tracking Service includes charges for the Tracking Solution and for the Wireless Data Service used in conjunction with the Tracking Solution. Additional one-time charges for installation of the Tracking Solution may apply.

### **2.3 Exclusion**

TELUS makes no warranties, representations or conditions of any nature relating to the Tracking Service.

## **D. Corporate Offering and Rate Plans**

### **1. Device Term and Hardware Promotions**

#### **1.1. Device Term**

##### **1.1.1 New Customer Devices**

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

##### **1.1.2 Existing Customer Devices**

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

### 1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as “No Term Devices”:

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term;
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

### 1.2 Upgrades

An “Upgrade” is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

### 1.3 Technology Refresh Program

TELUS will not require payment of the Device Balance for each Customer Device Upgraded on or after the 24<sup>th</sup> month of the Device Term that applies to the Customer Device, on the following terms:

- a. the price of the replacement device will be TELUS' then-current price for that device on a 36 month Device Term or any promotional price specified in the applicable rate plan,
- b. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices, and global positioning system devices cannot be replaced under this subsection,
- c. a new Device Balance will be calculated for the replacement device, and
- d. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated, and may extend beyond the Agreement Term.

### 1.4 Hardware Float

The Customer qualifies for hardware float (“**Hardware Float**”), as described in the grid below, based on the number of Customer Devices active on the TELUS networks at the date specified in the grid below. TELUS will not require payment of the Device Balance for each Customer Device Upgraded with Hardware Float. During the specified periods, the Customer may Upgrade the number of Customer Devices specified as the Hardware Float with new devices from TELUS at the Hardware Float Price. Hardware Float may only be used to upgrade the device for a single Customer User twice during the Agreement Term. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices and global positioning system devices may not be replaced with Hardware Float. The Hardware Float and the Hardware Float Price are in the table below. Hardware Float is not cumulative and any Hardware Float not used during the specified period will be forfeited by the Customer.

A new Device Balance will be calculated for each replacement device. The Device Term for each Customer Device replaced at the Hardware Float Price will be 36 months starting on the date of replacement.



Hardware Float available from the 1 <sup>st</sup> month to 12 <sup>th</sup> month of Agreement Term	3
Hardware Float available from the 13 <sup>th</sup> month to 24 <sup>th</sup> month of Agreement Term	3
Hardware Float available from the 25 <sup>th</sup> month to 36 <sup>th</sup> month of Agreement Term	3
Hardware Float Price	TELUS' device price for activations on a 36 month Device Term as at the date the replacement Customer Device is activated or any promotional price specified in the applicable rate plan.

## 2. Minimum Spend Commitment

The Minimum Spend Commitment is determined based on the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan	Minimum Spend Commitment
Voice Rate Plan (Subsidized) in subsection 5.3.1 of Section D	\$20
Voice Rate Plan (Non-subsidized) in subsection 5.3.2 of Section D	\$5
Voice & Data Rate Plan (Subsidized) in subsection 5.3.3 of Section D	\$45
Voice & Data Rate Plan (Non-subsidized) in subsection 5.3.4 of Section D	\$25
Mobile High Speed or Tablet Rate Plan (Non-subsidized) in subsection 5.3.5 of Section D	\$10
Mobile High Speed Rate Plan (Subsidized) in subsection 5.3.6 of Section D	\$30
Smart Hub Rate Plan in subsection 5.3.7 of Section D	\$65

## 3. Credits

### 3.1 Airtime Credits

An "Airtime Credit" is a bill credit that TELUS will apply on the activation of Customer Devices with certain Rate Plans and with a 36 month Device Term, unless otherwise specified in the Rate Plan description in Section D. If an Airtime Credit is available with a Rate Plan, it will be included in the Rate Plan description in Section D and will be applied in equal installments over five consecutive monthly bills issued after the date of activation.

The Airtime Credit may be an Activation Credit, a Port-In Credit or a Renewal Credit. If included in a Rate Plan:

- an Activation Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D,
- a Port-In Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on a TELUS network on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D, with a number ported from another carrier's wireless network, provided that the porting of the number required the termination of wireless services with the other carrier on terms requiring payment of termination charges to the carrier,
- a Renewal Credit will apply for each Customer Device activated as part of an Upgrade prior to the expiry date, if such a date is specified in the Rate Plan description in Section D.

Airtime Credits apply against fees and charges for the Services, cannot be redeemed in cash and cannot be combined: only one Airtime Credit will apply to a Customer Device or its replacement.

### 3.2 Return of Airtime Credits

If TELUS has applied an Airtime Credit on the activation of a new Customer Device on any bill issued to the Customer, and if that Customer Device is deactivated before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier or termination of the Enrollment Agreement before the end of the Agreement Term because of the Customer's breach of this Enrollment Agreement, then TELUS will bill the Customer and the Customer shall pay a pro-rated amount of the Airtime Credit calculated as:

$$(\text{amount of Airtime Credit}) \times (\text{number of months remaining in Device Term} / \text{total number of months in Device Term})$$

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Enrollment Agreement or deactivation of Customer Devices.



Notwithstanding anything to the contrary, if TELUS has applied an Airtime Credit to a Customer Device subscribed to a non-subsidized Rate Plan in subsection 5.3.2 or 5.3.4 of Section D, and if that Customer Device is deactivated within 6 months of receiving the Airtime Credit for any reason, then TELUS will bill the Customer and the Customer shall pay the full amount of the Airtime Credit.

#### 4. Special Terms and Conditions

##### 4.1 Deactivation Allowance

The Customer may deactivate, during the specified period of the Agreement Term set out below, the number of Allowed Units specified in the table below instead of the deactivation charges in Section C. Deactivation Allowance is not cumulative and any Deactivation Allowance not used during the specified period will be forfeited by the Customer.

	Allowed Units
Deactivation Allowance available from 1 <sup>st</sup> month to 12 <sup>th</sup> month of Agreement Term	3
Deactivation Allowance available from 13 <sup>th</sup> month to 24 <sup>th</sup> month of Agreement Term	3
Deactivation Allowance available from 25 <sup>th</sup> month to 36 <sup>th</sup> month of Agreement Term	3

##### 4.2 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price may apply when the Customer Device activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

##### 4.3 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan in subsections 5.3.2, 5.3.4 or 5.3.5 of Section D.

##### 4.4 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice Only

The monthly charge for Vacation Disconnect Service is \$15 per Customer Device for Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

##### 4.5 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice & Data Only

The monthly charge for Vacation Disconnect Service is \$25 per Customer Device for Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

##### 4.6 SIM Cards

A SIM card purchase fee will not apply to Customer Devices being activated on the TELUS network for a 36 month Device Term.

## 5. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

### 5.1 Definitions

In this subsection:

- a. **"Additional Data"** means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. **"MHS"** means mobile high speed,
- c. **"MMS"** means multi-media messaging service and includes video and picture messages but not SMS,
- d. **"National"** or **"Nationwide"** means within Canada,
- e. **"SMS"** means short messaging service and includes text messaging but not MMS,
- f. **"U.S."** or **"U.S.A."** includes the 50 states, Puerto Rico and U.S. Virgin Islands.
- g. **"Call forwarding"** means local call forwarding

### 5.2. Rate Plan Terms

#### 5.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified.

#### 5.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("**BAN**"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

#### 5.2.3 Government Charges

As of the Effective Date, current government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (46¢), Alberta (44¢), and Newfoundland (75¢).

#### 5.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$2.50 per call, plus airtime charges under the applicable Rate Plan.

### 5.3. Rate Plans

#### 5.3.1 Voice Rate Plan (Subsidized)

Name	CWE Corporate Advantage Voice 20 w/US
Monthly Plan Rate	\$20
Included Minutes	Unlimited Local and 50 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$50
Port-In Credit	\$50
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$0 Samsung J3, or TELUS' then current 3 year term price on other Voice devices

#### 5.3.2 Voice Rate Plans (Non-subsidized)

Name	Unlimited Local Calling 5 (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$5
Included Minutes	Unlimited Local
Canada to Canada LD	\$0.02/minute
Canada to US LD	\$0.15/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National
Terms and Conditions	*3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.10 /minute Customer Devices with this rate plan are not eligible for a device subsidy, technology refresh, or airtime credits In market pay per use rates apply to U.S. roaming
Hardware Pricing	No subsidy provided on activation or renewal of hardware

Name	CWE Corporate Advantage Voice 12.50 SIM only w/US (non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$12.50
Included Minutes	Unlimited Local and 50 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$50 with No Term
Port-In Credit	\$50 with No Term
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

### 5.3.3 Voice and Data Rate Plans (Subsidized)

Name	CWE Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	3 GB shareable Canada data and 125 MB shareable U.S. data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Port-In Credit	\$100
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

Name	CWE Corp Adv VD 52.50R US
Monthly Plan Rate	\$52.50
Included Minutes	Unlimited Local and 100 sharable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5 GB shareable Canada data and 125 MB shareable U.S. data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Port-In Credit	\$100
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

Name	CWE Corporate Traveller 85
Monthly Plan Rate	\$85
Included Minutes	Unlimited North America*
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB non-shareable North America data
Additional Data (Canada and U.S.)	\$0.50/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	*Includes calls made from Canada to Canada or the U.S., and from the U.S. to Canada or the U.S. 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply Not compatible with U.S. preferred roaming rates or passports U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

### 5.3.4 Voice and Data Rate Plans (Non-Subsidized)

Name	CWE Corp Adv VD SIM only 25R US (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$25
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	3GB shareable Canada Data and 125MB shareable U.S. Data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$100 with No Term
Port-In Credit	\$100 with No Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD SIM only 32.50R US (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$32.50
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB shareable Canada Data and 125MB shareable U.S. Shareable Data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$100 with No Term
Port-In Credit	\$100 with No Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

### 5.3.5 Mobile High Speed and Tablet Rate Plans (Non-subsidized)

Name	Corp Adv MHS \$10/ 0MB
Monthly Plan Rate	\$10
Included Data	Access to shared data only
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>No data included. Users can access shared data within the same BAN. Data can be used on-device or tethered.</p> <p>May be combined with Corporate Advantage Data Add-ons</p> <p>No subsidy hardware offer</p> <p>In market pay per use rates apply to U.S. roaming</p>

CWE Cost Assure 10 - data only rate plan			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Users do not have access to shared data.</p> <p>Must be activated as a rate plan for individual users</p> <p>No subsidy hardware offer</p> <p>Users subscribed to the CWE Cost Assure 10 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.</p> <p>In market pay per use rates apply to U.S. roaming</p>		

### 5.3.6 Mobile High Speed Rate Plan (Subsidized)

Name	Corp Adv Data plan \$30 3GB shared
Monthly Plan Rate	\$30
Included Data	3GB shareable Canada Data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Data can be used on-device or tethered.</p> <p>May be combined with Corporate Advantage Data add-ons</p> <p>In market pay per use rates apply to U.S. roaming</p>

Name	Corporate Advantage MHS 40
Monthly Plan Rate	\$40
Included Data	5GB shareable Canada Data
Additional Data	\$0.05/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Data can be used on-device or tethered.</p> <p>May be combined with Corporate Advantage Data Add-ons</p> <p>In market pay per use rates apply to U.S. roaming</p>

Cost Assure North America for Mobile High Speed 45 - data only rate plan			
Tier	Included Canada & U.S. data	Total charges	Additional Canada & U.S. data
Base	Up to 500 MB	\$45	Auto move to tier 1
1	Up to 1 GB	\$60	Auto move to tier 2
2	Up to 2 GB	\$85	Auto move to tier 3
3	Up to 3 GB	\$130	Auto move to tier 4
4	Up to 5 GB	\$180	\$0.25/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Users do not have access to shared data.</p> <p>Must be activated as a rate plan for individual users</p> <p>No subsidy hardware offer</p> <p>Users subscribed to the Cost Assure North America for Mobile High Speed 45 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.</p>		

### 5.3.7 Smart Hub Rate Plan

COST ASSURE XL			
Tier	Included Canada data	Total charges	Additional data
<b>Base</b>	<b>Up to 5GB</b>	<b>\$65</b>	<b>Auto move to tier 1</b>
1	Up to 20GB	\$150	Auto move to tier 2
2	Up to 75GB	\$600	Auto move to tier 3
3	Up to 150GB	\$1250	Auto move to tier 4
4	Up to 300GB	\$2700	Auto move to tier 5
5	Up to 500GB	\$4500	Additional data \$20/ GB
Voice Minutes	\$0.50/minute*		
Canada to Canada LD	\$0.50/minute		
Canada to U.S. LD	\$0.50/minute		
Included Features	Caller ID		
Terms and Conditions	<p>Users do not have access to shared data</p> <p>Must be activated as a rate plan for individual users (non-shareable)</p> <p>This Rate Plan does not share minutes or data with any other Rate Plan or Add-On. Users do not have access to pooled or shareable minutes.</p> <p>*Calls to/from North West Territories and Yukon Territory are billed at \$0.90/minute</p> <p><b>Cost Assure XL rate plan must be placed on a separate BAN from all other rate plans, and cannot be combined with any other rate plan or add on</b></p> <p>No subsidy hardware offer</p> <p>In market pay per use rates apply to U.S. roaming</p>		



### 5.3.8 Fleet Tracker Rate Plan

TELUS Fleet Tracker Plus 3 Yr plan with MGS100H, MGS200, or MGS700 modem (Canada only)			
Tier	Included Canada data	Total charges	Additional Canada data
<b>Base</b>	<b>Up to 5 MB</b>	<b>\$35</b>	<b>Auto move to tier 1</b>
1	Up to 20 MB	\$45	Auto move to tier 2
2	Up to 1 GB	\$60	Auto move to tier 3
3	Up to 2 GB	\$75	Auto move to tier 4
4	Up to 3 GB	\$90	Auto move to tier 5
5	Up to 5 GB	\$105	5¢/ MB thereafter
Terms and Conditions		<p>Available on a 36 month Device Term only            Must be activated as a rate plan for individual users            Professional installation included            Hardware included: MGS100H, MGS200, or MGS700 fleet modem, subject to availability            In market pay per use rates will apply to voice services  <b>The data coverage is charged by individual subscriber usage, not for the entire pool</b>            Corporate Discount applies to the base tier            Data sharing is only available within the same included data tier  <b>Customer users subscribing to TELUS Fleet Tracker Pro 3 yr Rate Plan must be placed on a separate BAN from all other rate plans and cannot be combined with any other rate plan or Add-on</b></p>	

### 5.3.9 Voice Features

Name	Voice Mail - Voicemail to Text - \$1
Monthly Plan Rate	\$1
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Voice Mail - iPhone Visual Voicemail - \$1
Monthly Plan Rate	\$1
Terms and Conditions	May be added to a Corporate Advantage Voice and Data rate plan for individual users only

Name	Link Unlimited Add-On - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National Push to Talk
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US 1000 min
Monthly Plan Rate	\$10
Included Minutes	1000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN/US - 3000 min
Monthly Plan Rate	\$25
Included Minutes	3000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 6000 min
Monthly Plan Rate	\$45
Included Minutes	6000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 10 000 min
Monthly Plan Rate	\$60
Included Minutes	10000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 15 000 min
Monthly Plan Rate	\$75
Included Minutes	15000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

### 5.3.9 Data Features

Name	CWE US Roaming - Data Shared Bundle - 100MB - \$15
Monthly Plan Rate	\$15
Included Data	100MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 500MB - \$50
Monthly Plan Rate	\$50
Included Data	500MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 1GB - \$75
Monthly Plan Rate	\$75
Included Data	1GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 2GB - \$125
Monthly Plan Rate	\$125
Included Data	2GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 5GB - \$300
Monthly Plan Rate	\$300
Included Data	5GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 10GB - \$500
Monthly Plan Rate	\$500
Included Data	10GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 20GB - \$200
Monthly Plan Rate	\$200
Included Data	20GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Corp Adv Cdn Sh Data \$400 50GB
Monthly Plan Rate	\$400
Included Data	50GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

#### 5.3.10 Data Add-On for Voice Rate Plans

CWE Cost Assure 10 – add-on			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to shared data. Available as an add-on to a CWE Voice only Rate Plan in subsections 5.3.1 or 5.3.2 of Section D only for individual users		

#### 5.3.11 Text Feature

Name	\$5 Unlimited MMS Domestic
Monthly Plan Rate	\$5
Included SMS	Unlimited National
Terms and Conditions	Available as an add-on to a voice and/or data rate plan Not available on CDMA network

#### 5.3.12 Long Distance and Roaming Add Ons

Name	Long Distance - UL Can-Can LD - \$2.50
Monthly Plan Rate	\$2.50
Included Minutes	Unlimited National
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	Long Distance - North America UL LD Min - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National and Canada to U.S.
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	UL US Voice Roaming - \$15
Monthly Plan Rate	\$15
Included Minutes	Unlimited U.S. Voice roaming
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users Applies to calls originating in the U.S. and terminating in Canada or the U.S. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S.

Name	CWE US Roaming - Voice Shared Bundle - 150 min - \$30
Monthly Plan Rate	\$30
Included Minutes	150 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 650 min - \$50
Monthly Plan Rate	\$50
Included Minutes	650 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 1200 min - \$75
Monthly Plan Rate	\$75
Included Minutes	1200 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 2200 min - \$135
Monthly Plan Rate	\$135
Included Minutes	2200 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 5000 min - \$300
Monthly Plan Rate	\$300
Included Minutes	5000 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 10,000 min - \$500
Monthly Plan Rate	\$500
Included Minutes	10,000 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

GLOBAL INTERNATIONAL ROAMING SMS FLEX			
Tier	Included SMS	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>Auto move to tier 1</b>
1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users. Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS. Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated</p>		

CWE Major Economies International Voice Flex			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$0.40/min</b>
CWE Major Economies International Data Flex			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	250MB	\$30*	<b>Auto move to tier 2</b>
2	500MB	\$50	<b>Auto move to tier 3</b>
3	1GB	\$75	\$0.25 / MB
Countries Included**:	<p>Aland Island, Albania, Andorra, Anguilla, Antigua &amp; Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Russia, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts &amp; Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks &amp; Caicos Islands, Ukraine, United Kingdom</p>		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$30 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 250 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex - Rest of World A			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$0.65/min</b>
CWE International Data Flex - Rest of World A			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	100MB	\$30*	<b>Auto move to tier 2</b>
2	400MB	\$75	\$0.50 / MB
Countries Included**:	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Malaysia, Nepal, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$30 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 100 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex - Rest of World B			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$2/min</b>
CWE International Data Flex - Rest of World B			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	20MB	\$50*	<b>Auto move to tier 2</b>
2	60MB	\$100	\$2.50 / MB
Countries Included**:	Algeria, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo, Democratic Republic Of, Cote D Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Tunisia, Uganda, Zambia		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 20 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex – Zone 4			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	\$3.50/min
CWE International Data Flex – Zone 4			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	30MB	\$75*	\$2.50 / MB
Countries Included**:	Angola, Brunei Darussalam, Cuba, Djibouti (Republic Of), Ethiopia, Lebanon, Maldives, New Caledonia, Togo, Zimbabwe		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$75 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 30 MB (not shared) data during the remainder of the billing cycle.</p> <p>Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		



## E. Solution Details

Customer Information		TELUS Representative	
<b>Legal Name ("Customer"):</b>	THE CORPORATION OF THE TOWN OF TECUMSEH	<b>Name:</b>	David Russell
<b>Contact Name:</b>	Shaun Fuerth	<b>Title:</b>	Sales Splst II
<b>Title:</b>	Director Information & Communication Services	<b>Phone:</b>	(647) 684-7825
<b>Billing Address:</b>	917 Lesperance Road	<b>Fax:</b>	(905) 561-5679
City/Province/Postal Code	Tecumseh/ON/N2N 1W9	<b>Email:</b>	david.russell@telus.com
<b>Phone:</b>	(519) 735-2184		
<b>Fax:</b>	(519) 735-6712		
<b>Email:</b>	sfuerth@tecumseh.ca		
<b>Permitted Affiliates (Legal Name):</b>			
Services		Agreement Term and Minimum Commitment	
Wireless Voice Service Wireless Data Service Tracking Service		<b>Agreement Term (Number of Months):</b> 36	
		<b>Minimum Commitment (Number of Customer Devices):</b> 67	
		<b>Commitment Date:</b> 60 days from Effective Date	
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Gary McNamara Name:		Printed John Collins Name:	
Title: Mayor		Title: Dir-Sales Solutions	
Signature of Authorized Customer Representative			
Date:			
Printed Shaun Fuerth Name:			
Title: Director Information & Communication Services			

This Enrollment Agreement is between TELUS and the Customer. The Customer acknowledges that it has read and understands this Enrollment Agreement, and that this Enrollment Agreement includes limitations of TELUS' liability. The Customer and TELUS agree to be bound by the terms and conditions in this Enrollment Agreement.



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 20/17

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

**FROM:** Casey Colthurst, Manager Parks/Horticulture

**DATE:** August 29, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Tender Award for the Request for Quotations  
Supply of Equipment for Parks Department

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### **RECOMMENDATIONS**

It is recommended that:

1. The following quote for the supply of equipment for the Parks department received be accepted:
  - a) Delta Power Ltd (\$108,500 plus HST) for the supply of 4 (four) Kubota zero-turn mowers, and 1(one) Kubota Skid Steer Loader, and
  - b) Trade-in of \$49,500 plus HST for 4(four) Kubota zero-turn mowers, and 1(one) Bobcat Skid Steer Loader for a net cost of \$59,000 plus HST.

### **BACKGROUND**

At the February 28, 2017 Regular Council Meeting of Council, Council considered Public Works & Environmental Services Report No 03/17 and passed a motion to commit to the purchase of 4(four) Kubota zero-turn mowers, and 1(one) Bobcat Skid Steer Loader, as part of 2017- 2026 Ten Year Fleet Replacement Schedule.

### **COMMENTS**

Administration prepared a "Request for Quotation, Supply of Equipment for Parks Department". The RFQ requested that qualified equipment dealers provide quotes for the 5 pieces of equipment as specified.

The RFQ was advertised on the Town's website. The Purchasing Officer received 4 responses to the RFQ. The tenders were opened publicly in council chambers in the presence of administration on Thursday August 17, 2017.

The Manager Parks & Horticulture reviewed the submitted quotations for compliance with the RFQ specifications.

All of the submissions from the four dealers met the specifications as listed in the RFQ with the sole exception from Delta Power that quoted a KubotaSSU75 Skid Steer Loader compared to the requested Bobcat S650 Skid Steer Loader. An examination of the details listed in the specification showed the Kubota Skid Steer would be considered an equivalent alternative to the Bobcat S650.

The received quotations were as follows:

<b>Name of Supplier</b>	<b>Equipment</b>	<b>Unit Cost HST Extra</b>	<b>Quotation HST extra</b>
C.L. Benninger Equip.	(2) Kubota ZD1211-60 Mowers	\$15,300	\$30,600
	(1)Kubota ZD1211-72 Mower	\$16,100	\$16,100
	(1)Kubota ZD331R-60 Mower	\$15,300	\$15,300
	(1)Bobcat S650 Skid-Steer Loader	No bid	
		<b>TOTAL</b>	<b>\$62,000</b>
Delta Power Ltd	(2) Kubota ZD1211-60 Mowers	\$14,400	\$28,800
	(1)Kubota ZD1211-72 Mower	\$15,300	\$15,300
	(1)Kubota ZD331R-60 Mower	\$13,900	\$13,900
	(1)Kubota SSU75 Skid-Steer Loader	\$50,500	\$50,500
		<b>TOTAL</b>	<b>\$108,500</b>
Turf Care Products	(2) Kubota ZD1211-60 Mowers	\$22,460	\$44,920
	(1)Kubota ZD1211-72 Mower	\$22,610	\$22,610
	(1)Kubota ZD331R-60 Mower	\$22,460	\$22,460
	(1)Bobcat S650 Skid-Steer Loader	No bid	
		<b>TOTAL</b>	<b>\$89,990</b>
Carrier Centers	(2) Kubota ZD1211-60 Mowers	No bid	
	(1)Kubota ZD1211-72 Mower	No bid	
	(1)Kubota ZD331R-60 Mower	No bid	
	(1)Bobcat S650 Skid-Steer Loader	\$49,900	\$49,900
		<b>TOTAL</b>	<b>\$89,990</b>

The submission from Delta Power for the supply of the 4 mowers is the lowest, both in gross and net terms, (HST extra).

<b>Name of Supplier</b>	<b>Equipment</b>	<b>Quotation</b>	<b>Trade In Value</b>	<b>Net Cost</b>
C.L. Benninger Equip.	4 Kubota Mowers	\$62,000	\$(20,500)	\$41,500
Delta Power Ltd	4 Kubota Mowers	\$58,000	\$(22,500)	\$35,500

Administration is recommending awarding the supply of the 4 mowers to Delta Power at the quoted price of \$58,000, HST extra.

Only two bids were submitted for the Skid Steer Loader, with the quotation from Delta Power being lower in net terms when considering the trade-in value.

<b>Name of Supplier</b>	<b>Equipment</b>	<b>Quotation</b>	<b>Trade In Value</b>	<b>Net Cost</b>
Carrier Centers	Bobcat S650 Skid Steer Loader	\$49,900	\$(17,000)	\$32,900
Delta Power Ltd	Kubota SSU75 Skid Steer Loader	\$50,500	\$(27,000)	\$23,500

Administration is recommending awarding the supply of the skid steer loader to Delta Power at the quoted price of \$50,500, HST extra.

The estimated prices for the new equipment as specified in the Fleet Replacement Schedule compared to the tendered price are as follows:

<b>Equipment</b>	<b>Estimated Price</b>	<b>Tendered Price</b>	<b>Increase/ (Decrease)</b>
Kubota ZD1211-60	\$14,000	\$14,400	\$400
Kubota ZD1211-60	\$14,000	\$14,400	\$400
Kubota ZD1211-72	\$14,000	\$15,300	\$1,300
Kubota ZD331R-60	\$14,000	\$13,900	\$(100)
Bobcat S650	\$50,000	\$50,500	\$500
<b>TOTAL</b>	<b>\$106,000</b>	<b>\$108,500</b>	<b>\$2,500</b>

All of the tendered prices are close to the estimated price.

The total net cost of the new equipment is \$60,040, below the approved budget amount of \$106,000 resulting in a surplus of \$45,960:

Total tendered amount	\$108,500
Total trade-in	\$49,500
Net	<b>\$59,000</b>
Non-rebateable HST 1.76%	\$1,040
Net Cost	<b>\$60,040</b>
Budget Allocation	\$106,000
Surplus	<b>\$45,960</b>

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Director, Parks and Recreation  
Purchasing Officer

## **FINANCIAL IMPLICATIONS**

Administration recommends Council accept the quotes of \$108,500 plus HST from Delta Power Ltd for 4 Kubota mowers and 1 Kubota Skid Steer Loader less trade-in allowance of \$49,500 (plus HST) for 4 Kubota mowers and 1 Bobcat Skid Steer Loader for a net cost of \$59,000 before HST.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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Casey Colthurst  
Manager Parks/Horticulture

Reviewed by:

Reviewed by:

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Paul Anthony, RRFA  
Director Parks and Recreation

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

/cc



## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 24/17

**TO:** Mayor and Members of Council

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

**DATE:** August 18, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Tecumseh Transit Service (TTS)  
January to June 2017 Status Report  
OUR FILE: T03 TTS

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### **RECOMMENDATIONS:**

It is recommended that:

1. The ridership and revenue analysis presented in Planning and Building Services Department Report No. 24/17, be received;

### **BACKGROUND:**

The purpose of this Planning Report is to provide Council with an overview of the Tecumseh Transit Service (TTS) for the first six months (January to June) of the 2017 calendar year.

The TTS is now mid-way into its eighth year of operation since it was introduced to the northerly urban area of the Town in December of 2009. In its current form, the TTS operates on a circuitous route with a one-hour headway covering 30 kilometres and 38 stops. The Town manages the service but contracts out the operation and maintenance of the two Town-owned buses to First Student Canada (FSC). These 24-passenger, cutaway style buses were purchased over the past six years and are both fully accessible. A new kneeling-bus has been ordered and is expected to be delivered and brought into use for the Tecumseh Transit Service by the fall of 2017.

As has been identified in previous reports, the TTS route is accessible to 65 percent of the population of Tecumseh. Accessibility is based on being within a 400-metre walking distance to a bus stop. Within the northerly settlement area (former Tecumseh, former St. Clair Beach and the Tecumseh Hamlet), 72 percent of the population have reasonable access to the service. When only the urban area north of County Road 22 is considered, the route is accessible to nearly 90 percent of the population.

Since its inception, the TTS has served over 182,000 riders and has undergone some significant changes in an effort to improve the service.

## **COMMENTS:**

### **January to June 2017 Ridership and Revenue Analysis**

#### **i) Ridership Statistics**

Monthly ridership averages for the first six months of 2017 ranged from 85-95 riders per day, with the average daily ridership a peak of 95 passengers per day occurring in the month of February (see Figure 1 below). These figures represent a marginal decrease in ridership over the same period for 2016.

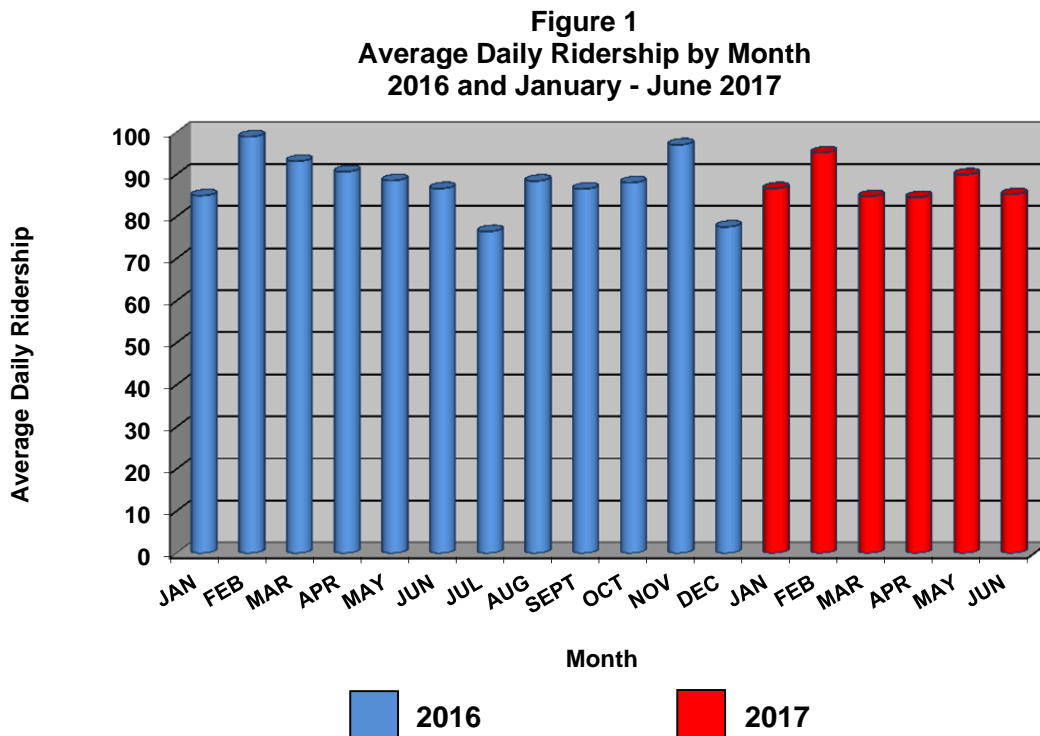


Figure 2 below illustrates ridership levels in the form of total monthly ridership from January 2017 to the end of June 2017. The 2016 total monthly ridership high 2,526 occurred in November. The current 2017 monthly high was reached in May when a total of 2,341 passengers boarded the TTS. Overall, total ridership was down approximately 3.7% (i.e. 509 riders) from January-June 2017 when compared against the same time period in 2016.



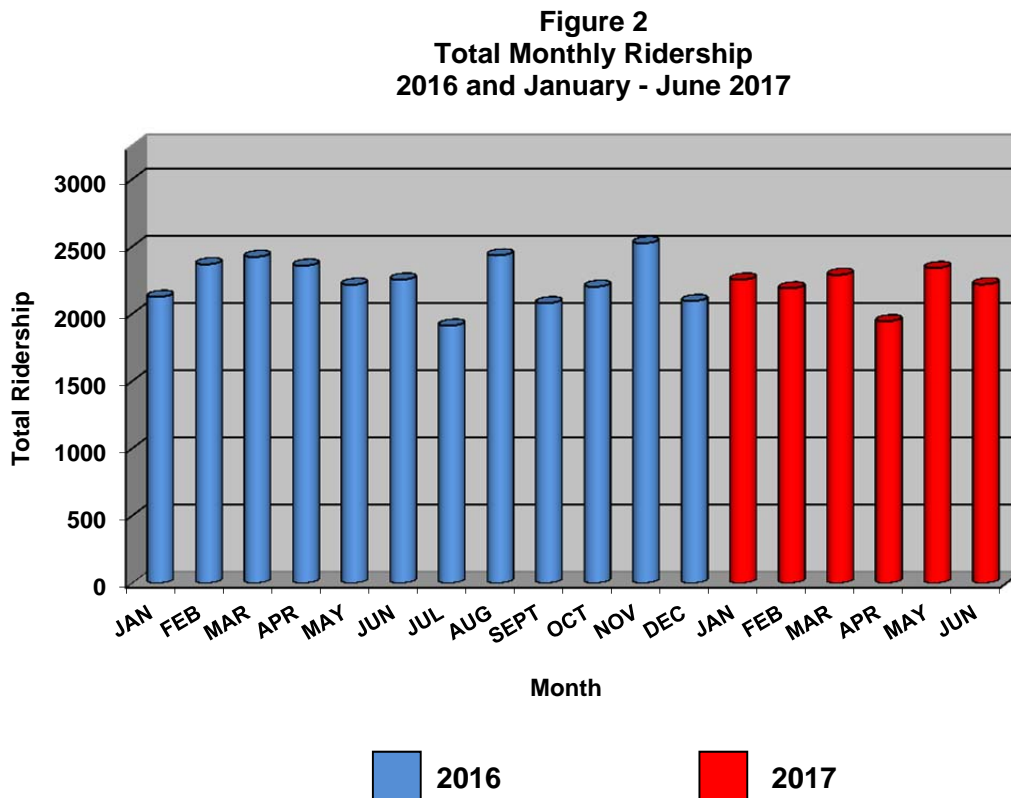
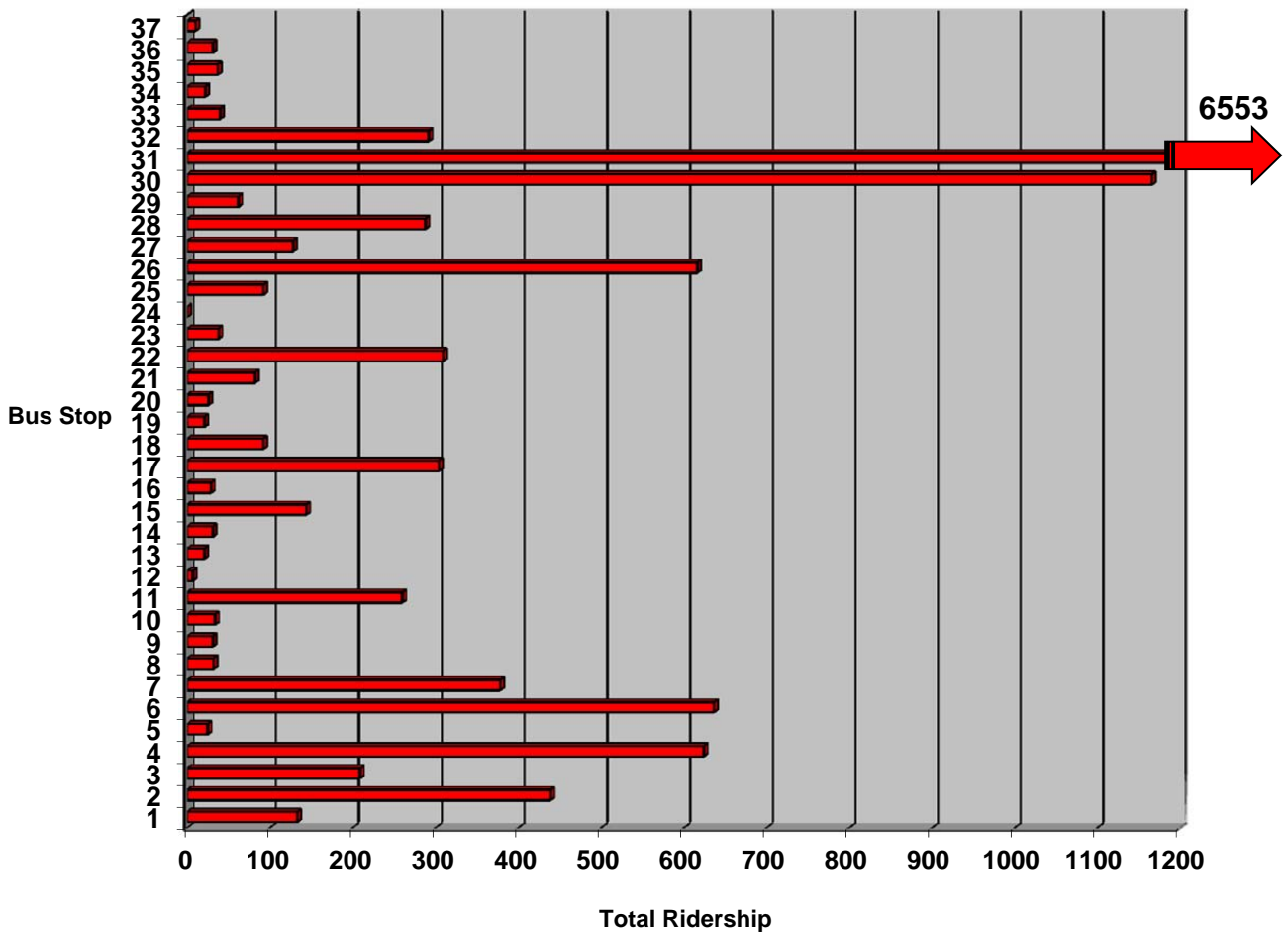


Figure 3 below and Attachment 1 illustrate ridership levels by bus stop for the first six months of 2017. Stop 31 at Tecumseh Mall continues to be the most popular stop/destination with 6,553 passengers boarding the TTS bus at this location. This amount accounted for 49.5% of all passengers for the first six months of 2017.

The next most popular stops for this period were 30, 6, 4 and 26 with each generating between four and nine percent of all passengers. Respectively, these stops are the bus stop immediately preceding the Tecumseh Mall stop at Southfield Drive, the Zehrs commercial plaza, the East Pointe Trails Plaza / Sobey's Plaza and the bus stop located at the municipal parking lot on Tecumseh Road. Other higher ridership bus stops for this period included stops 7 (Cada Library/L'Essor High School area) and 2 (Tecumseh Road/Tecumseh Medical Centre).

**Figure 3**  
**Total Ridership by Bus Stop**  
**January to June 2017**



As illustrated in Figure 4 below, during the first six months of 2017 people used the TTS primarily in the morning between the hours of 7:00 a.m. and 8:00 a.m. (accounting for 10.8% of the total) and in the late afternoon between the hours of 3:00 p.m. to 4:00 p.m. (accounting for 12.8% of the total). Ridership was distributed relatively evenly among the other hours of operation.

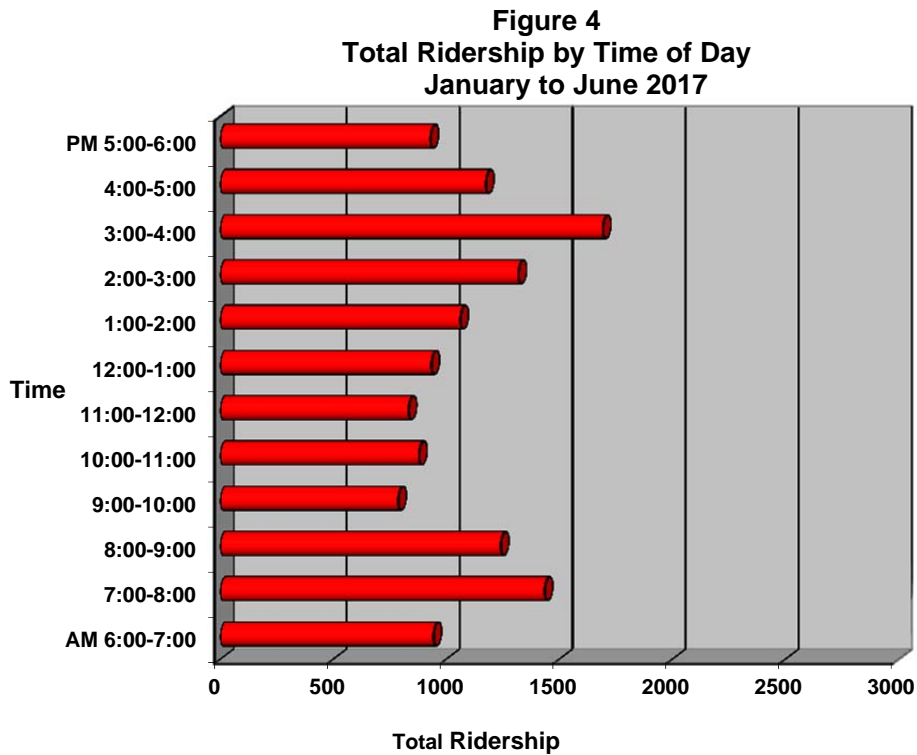
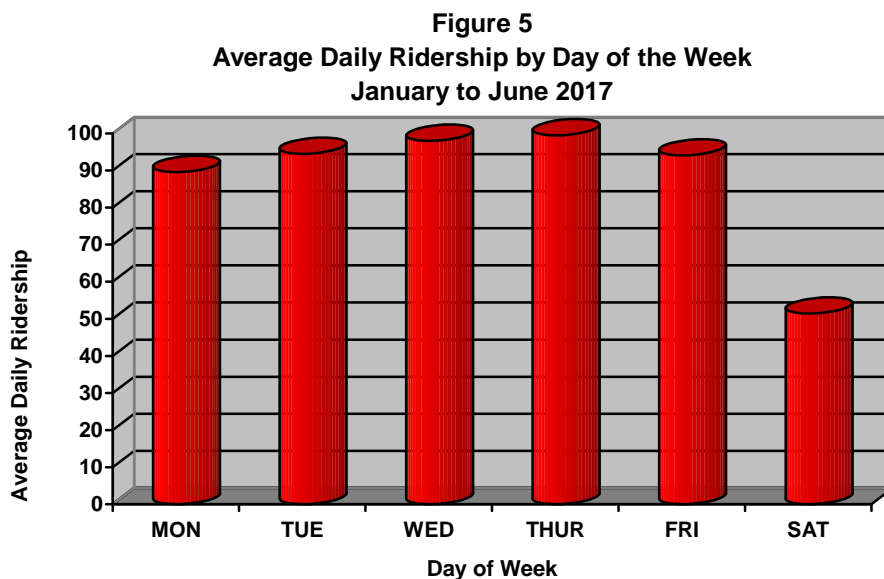


Figure 5 below illustrates that, with the exception of Saturday, there does not seem to be any significant differentiation amongst the days of the week on which people are using the transit system. Lower ridership on Saturdays is attributed to fewer students using the service on this day and to fewer places of employment being open.



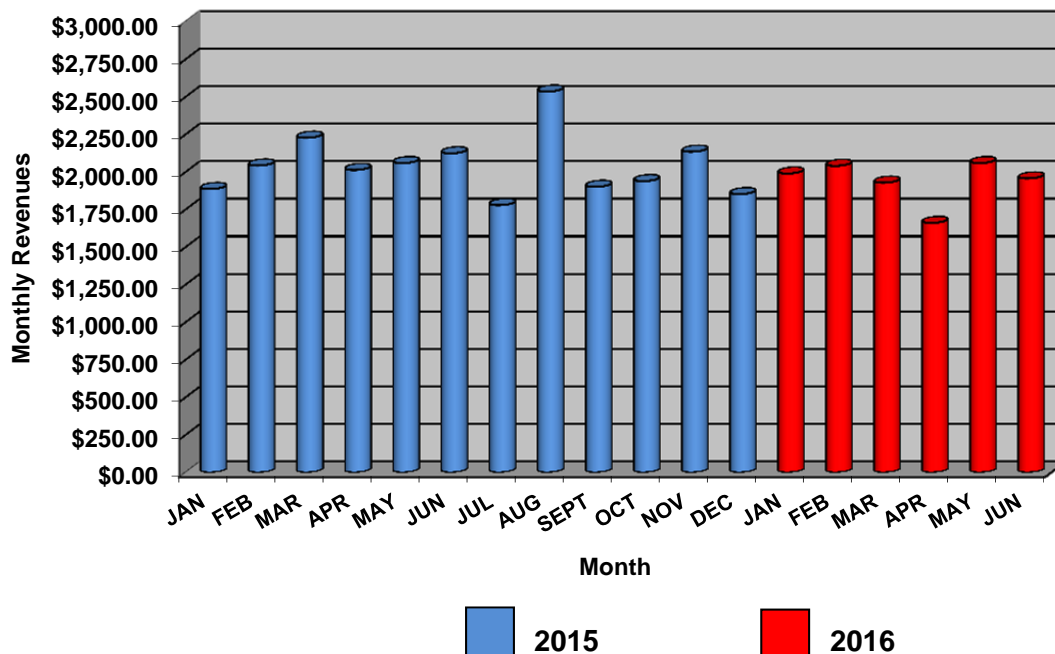
## ii) Ridership Revenue

Figure 6 depicts a comparison of monthly total fare box revenues generated by the TTS from January 2016 to the end of June 2017. In 2016, the highest total monthly revenue was \$2,535, which occurred in August. It should be noted that the total for this month included an estimated \$266 generated from the Corn Festival Shuttle Service. For the first six-month period of 2017, the highest monthly revenue occurred in May, with a total of \$2,059.

Total annual fare box revenues for the first six months of 2017 were \$11,637 (compared to \$12,354 for the first six months of 2016). An additional \$1,465 was also generated through the sale of 21 bus passes from January to June 2017 (this amount is equivalent to that which was generated through bus pass sales during the same period of 2016) bringing the total revenues for the year to \$13,102 (compared to \$13,819 in same period of 2016).

Adult and Senior bus passes accounted for 16 (eight each) of the 21 bus passes issued, with five student passes accounting for the remainder. Riders with bus passes are primarily Tecumseh residents and students that use the TTS on a daily basis and, in some instances, multiple times per day.

**Figure 6**  
**Total Monthly Fare Box Revenues**  
**2016 and January - June 2017**



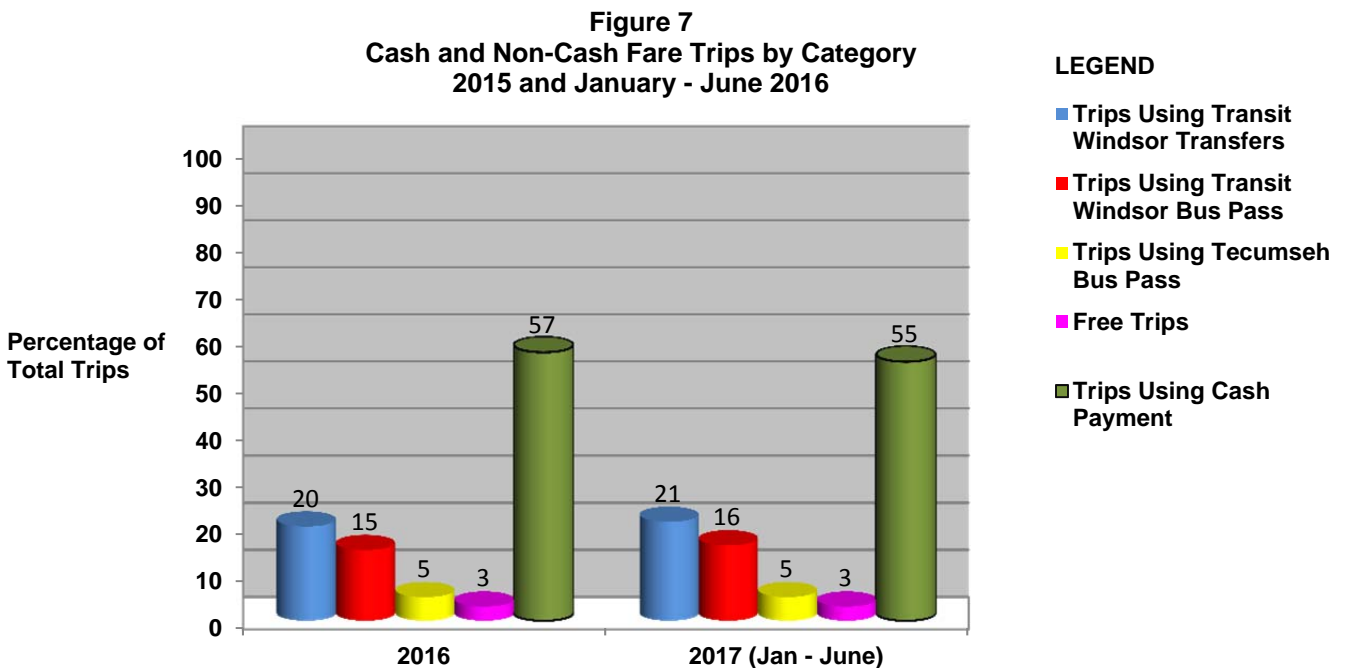
Two general boarding options exist for passengers using the bus: cash fare and non-cash fare payment. Non-cash fare includes the following categories:

- Transit Windsor transfer;
- Transit Windsor bus pass;
- Tecumseh Transit bus pass; or
- free riders (i.e. child under the age of five, blind persons, veterans and persons assisting a person with a disability)

Figure 7 below identifies the distribution of passengers based on category of fare payment.

As expected, the predominant methods of boarding at Tecumseh Mall were by the use of Transit Windsor transfers and Transit Windsor bus passes. For the first six months of 2017, Transit Windsor transfers accounted for 46% of all non-cash fare trips and 21% of total trips. These trips are primarily Tecumseh residents who pay an outbound fare (to get to Tecumseh Mall), continue into Windsor by using the Transit Windsor system, then return to Tecumseh by using the aforementioned transfer stub.

Trips using a Transit Windsor bus pass, which accounted for 37% of all non-cash fare trips and 16% of total trips, are those who board the bus at Tecumseh Mall from the Transit Windsor system and take the bus into Tecumseh. These riders then pay the required fare when returning to Tecumseh Mall on the outbound trip back into the City of Windsor. These two boarding options continue to be valid only when boarding the bus at Tecumseh Mall.



Passengers using a Tecumseh Transit bus pass, providing access to the system at any stop, accounted for 11% of all non-cash fare trips and 5% of total trips. These riders have purchased a monthly bus pass at the Town Municipal Office.

Free riders, which accounted for 6% of all non-cash fare trips and 3% of total trips in the first six months of 2017, include any child under the age of five, blind persons, veterans and persons assisting a person with a disability.

**CONSULTATIONS:**

First Student Canada

**FINANCIAL IMPLICATIONS:**

None.

**LINK TO STRATEGIC PRIORITIES:**

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

**COMMUNICATIONS:**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Prepared by:

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

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Chad Jeffery, MA, MCIP, RPP  
Manager Planning

Reviewed by:

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

Recommended by:

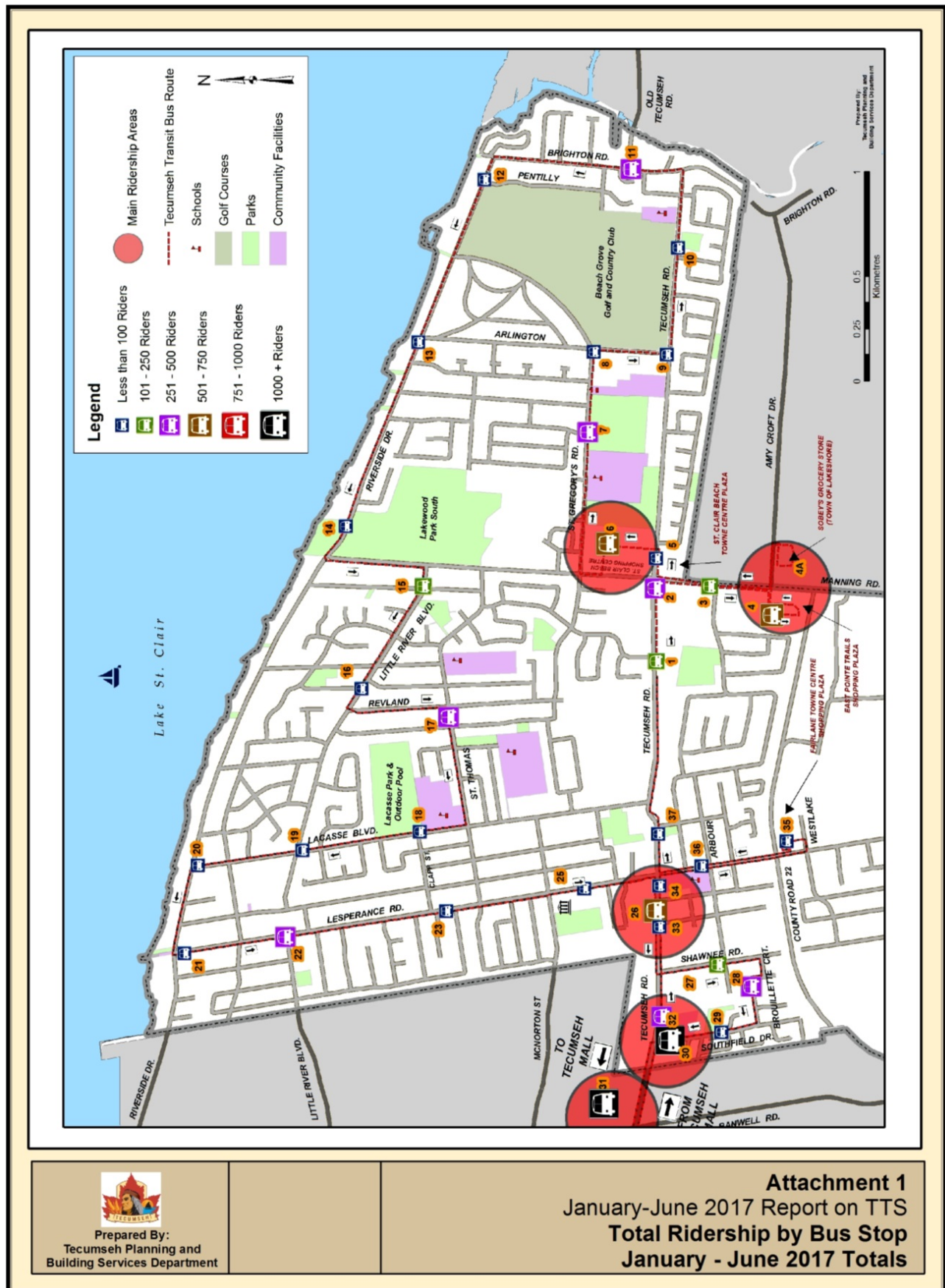
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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

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Attachment(s): 1. Total Ridership by Bus Stop January to June 2017

File Name (R:\TECUMSEH TRANSIT SERVICE\Transit Reports\Planning Report 24-17 Tecumseh Transit Service - January to June 2017 Status Report.docx)







## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services Department  
Report No. 25/17

**TO:** Mayor and Members of Council

**FROM:** Brian Hillman, MA, MCIP, RPP  
Director, Planning and Building Services

**DATE:** August 21, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** County Wide Active Transportation System (CWATS)  
Town of Tecumseh 2018 Proposed Projects  
Dedicated Bike Lanes Along Lesperance Road and  
Design and Utility Relocates - Trail Along Walker Road  
Our File: T03 COU

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### **RECOMMENDATIONS:**

It is recommended that:

1. Planning and Building Services Report No. 25/17, be received;
2. With respect to Proposed 2018 CWATS Project No. 1 - Municipal Partnership Program: Dedicated Bike Lanes on a Portion of Lesperance Road, that:
  - a. The introduction of 1.5 metre wide dedicated bike lanes along the east and west sides of Lesperance Road, from Riverside Drive to McNorton street, having a total distance of approximately 1.8 kilometres, and at an estimated cost of \$112,000, with a 50% - 50% funding partnership between the Town of Tecumseh and County of Essex, be endorsed;
  - b. If the Town is able to allocate some Ontario Municipal Commuter Cycling (OMCC) Program funding towards this project, such Provincial funding will have the effect of reducing the Town and County contributions in equal amounts;
  - c. If a lesser amount is proposed to be funded by the County of Essex, or if the application is denied, funding received from the County and/or the OMCC reduce the \$112,000 to be funded from the Roads Lifecycle Reserve as approved by Council per Public Works & Environmental Services Report No. 32/17; and
  - d. An application "Form D – Municipal Partnership Program" be submitted to the CWATS Implementation Committee for its consideration; and further that
3. With respect to Proposed 2018 CWATS Project No. 2 - Segment Tec-3: Detailed Design for Trail and Undertaking of Associated Utility Relocates along Walker Road, North Talbot Road to Highway 401, that:

- a. The total estimated cost of the trail design work by Dillon Consulting and the utility relocates for the trail is \$145,200, with Tecumseh's share being \$87,120 (60%) and the County's share being \$58,080 (40%) in accordance with the CWATS cost-sharing arrangement, be endorsed;
- b. The Town's funding from the Infrastructure Reserve be increased from \$162,060 to \$237,600; and
- c. An application "Form A – CWATS Segment Request" be submitted to the CWATS Implementation Committee for its consideration.

## **BACKGROUND:**

### **CWATS Projects Implemented To Date**

The County Wide Active Transportation Study Plan (CWATS Plan) was adopted by County Council in 2012, prior to which it was endorsed by all Essex County lower-tier municipalities, including Tecumseh Council.

The CWATS Plan is intended to be implemented over a 20-year planning horizon and proposes the creation of a new active transportation network across the County comprising on-road bike lanes, paved shoulders, signed routes along existing roads and multi-use pathways. The document identifies the preferred location of these facilities and the approximate timing of their construction. In addition, the document contains technical design guidelines for all types of active transportation facilities and network amenities and includes a proposed cost sharing formula. This formula allocates the plan's implementation costs between the County of Essex, the seven lower-tier municipalities, the Essex Region Conservation Authority and the Ministry of Transportation.

To date, the following projects have been endorsed by Town Council and undertaken (unless noted otherwise) in accordance with the CWATS implementation program:

1. **CWATS Project - Signed Routes (2012)**

Placement of all signage on roads for the "Signed Routes" identified in CWATS and located within the Town. The cost share for this project was 100% County and 0% Town.

2. **CWATS Municipal Partnership Project – Trail from Tecumseh Vista Academy to McAuliffe Park (2013)**

The construction of a trail from the current easterly limit of the trail extending across the full frontage of Tecumseh Vista Academy (in the Shields ROW) to the existing trail system in McAuliffe Park. Funding for the trail was 1/3 each (or \$16,666 each) from the Town Special Projects Reserve, the Greater Essex County District School Board and the CWATS Municipal Partnership Program.

3. CWATS Municipal Partnership Project – Trail on 12<sup>th</sup> Conc. Rd, County Rd 42 to Dimu Dr. (2014)

A 3.0 metre trail having a length of approximately 300 metres was constructed along the west side of the 12<sup>th</sup> Concession Road from County Road 42 to Dimu Drive. The Town and the CWATS Municipal Partnership Program each contributed 50% of the cost, being \$20,000 each.

4. CWATS Project – Trail along Walker Road, North Talbot Road to Highway 401 (Rescheduled from 2015 to 2019)

The construction of a trail along the east side of Walker Road from North Talbot Road to the municipal border at the 401 has been endorsed in principle by Council in accordance with Planning and Building Services Report No. 23/13. This trail will have the effect of connecting the Chrysler Canada Trail vis-à-vis the North Talbot Road Trail to the trail network in the City of Windsor that currently terminates under the 401 overpass on Walker Road. The anticipated cost of this project in 2013 was \$225,000, with the County paying \$90,000 and the Town paying \$135,000.

Town Administration identified the need for the future installation of a sanitary sewer along the same side of this segment of Walker Road (scheduled for 2019). The trail originally proposed for 2015 has been rescheduled and is proposed to be installed as part of the noted sanitary sewer installation construction project. Detailed design and utility relocations will be recommended later in this Report for completion in 2018 along with Council endorsement of Town funding and application for the associated CWATS funding.

5. CWATS/Town/ERCA Project – Essex Greenway Trail Extension to the Herb Gray Parkway. Ontario Municipal Cycling Infrastructure Program (OMCIP) (2016)

The construction of a 3 km trail that connects the Essex Greenway Trail to the Herb Gray Parkway Trail at the Howard Road Diversion. The Town took the lead on acquiring the required lands, tendering and general project management. Project funding as submitted with the OMCIP application was as follows:

	<b>Total Cost</b>	<b>Percentage of Total</b>
Tecumseh	\$180,000	20%
OMCIP (MTO)	\$325,000	36%
Partners (ERCA, Essex Region Conservation Foundation, County of Essex and Trans Canada Trail)	\$395,000	44%
<b>Total</b>	<b>\$900,000</b>	<b>100%</b>

6. **CWATS Project – Ganatchio Trail Extension along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road (2017)**

The construction of a 2.4 km trail along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road has been endorsed by Council subject to:

- i) CWATS accepting a facility enhancement from “paved shoulder” to an “off-road trail” segment (approved);
- ii) Detailed design and public consultation being completed (currently underway);
- iii) Funding being considered upon completion of the design process.

CWATS establishes that 100% of the funding (estimated cost \$775,000) will be the Town's. It is anticipated that this project will be one of several to be submitted to the MTO for potential funding vis-à-vis the Ontario Municipal Commuter Cycling Program (OMCC). A separate Administrative Report to Council is proposed that will provide additional details.

As has been noted in past Reports, the majority of CWATS projects are aligned with significant County Road capacity improvements (such as the future trails proposed in conjunction with the future widening of Manning and Banwell Roads in Tecumseh Hamlet) (see Attachment 1).

Accordingly, it is anticipated that they will be constructed during later phases of the 20-year CWATS Plan. One of the CWATS projects which could be constructed sooner and warrants consideration at this time is the introduction of an active transportation facility along a portion of Lesperance Road in the former Town of Tecumseh. The purpose of this Report is to identify the details of the proposed project and to seek Council authorization to commence a process leading to its construction.

**COMMENTS:**

**Proposed 2018 CWATS Project No. 1 - Municipal Partnership Program: Dedicated Bike Lanes on a Portion of Lesperance Road**

It is proposed that the current 3-lane road cross-section on Lesperance Road from Riverside Drive to McNorton Street (1.8 km) be converted to a 2-lane road cross-section with dedicated 1.5 metre bike lanes by removing the existing pavement markings and painting new ones.

**Existing Situation along Lesperance Road**

Currently, Lesperance Road acts as a Minor Arterial and a key north-south spine in the Town's transportation network. Lesperance Road is the only continuous north-south road under the control of the Town that extends from Riverside Drive to County Road 42 (notably crossing the three major east-west barriers of the CNR rail line, County Road 22 expressway and CPR rail line).

The current Lesperance Road cross-section in the project segment comprises one north-bound lane, one south-bound lane and a two-way centre left turn lane, resulting in a 3-lane cross section. Sidewalks are currently provided on both sides of the road.

### Proposed Re-design of Lesperance Road

During the completion of the Town's Transportation Master Plan (TMP) last year, this road segment was evaluated vis-à-vis a specific traffic analysis to consider the impacts of repainting the pavement markings on the road such that the two-way left turn lane would be removed and two vehicular travel lanes would be provided along with a dedicated 1.5 metre bike lane on both sides of the road. The analysis supported the reconfiguration of this segment of Lesperance Road in this manner and the Town's TMP was completed incorporating this design feature.

The proposed bike lanes would connect the core of Tecumseh (including the downtown commercial core and Community Improvement Plan area at Lesperance and Tecumseh Roads) to Riverside Drive, which is a CWATS segment (currently under detailed design for the construction of a trail from the Ganatchio Trail in Windsor to the trail system at Manning Road). In addition, the proposed bike lanes would also connect riders to the trail recently constructed by the Town westerly along McNorton Street, which connects to over 40 kilometres of trails in the City of Windsor (and ultimately back to the westerly extent of the Ganatchio Trail) (see Attachment 2). The width of each of the vehicular lanes would be 3.5 metres in both directions, which is deemed sufficient for safe and efficient vehicular movement.

It is noted that the CWATS Implementation Manual establishes that it is *"the intent of the Municipal Partnership Program is to provide assistance to the partners to enhance the pedestrian and cycling experience on the network"* (page 17 of 20). Accordingly, it is the opinion of Town Administration that the proposed bike lanes would fill an existing significant gap in the broader regional and inter-municipal active transportation facilities for bike users and its construction would enhance the users experience on the network.

It is anticipated that this project will also be submitted to the MTO for potential funding vis-à-vis the OMCC. A separate Administrative Report to Council is proposed that will provide additional details.

Public Works & Environmental Services (PWES) Report No. 32/17 considered the alternative options to achieve the desired end result along with cost estimates, which are summarized as follows:

	Option1	Option 2	Option 3
	Shave & Pave	Water Jetting	Grinding
Engineering	10,000	10,000	10,000
Pavement Markings - remove & replace	334,000	80,000	100,000
	344,000	90,000	110,000
Non-rebateable HST (1.76%)	6,000	2,000	2,000
Total funding required	350,000	92,000	112,000

It was recommended that an allocation of \$112,000 for Water Jetting or Grinding be considered as the two options to move forward for the purpose of seeking Quotations.

Council further approved that *"A cost allocation of \$112,000 for the pavement marking painting be approved with funding to be provided from the Roads Lifecycle Reserve"*.

**Proposed 2018 CWATS Project No. 2 - Segment Tec-3: Detailed Design for Trail and Undertaking of Associated Utility Relocates along Walker Road, North Talbot Road to Highway 401**

It is proposed that detailed trail design be completed and the associated utility relocates required to facilitate the trail be undertaken in 2018 and the actual trail be constructed in 2019 (subsequent to the installation of the sanitary sewer in 2018). The trail is identified as CWATS Segment Tec-3 and comprises the construction of multi-use trail on the east side of Walker Road extending 3.2 km from the trail along North Talbot Road to the trail currently at the 401 overpass (see Attachment 1).

The total estimated cost of the trail design work by Dillon Consulting and the utility relocates for the trail is \$145,200, with Tecumseh's share being \$87,120 (60%) and the County's share being \$58,080 (40%), summarized as follows:

<b>Estimated Costs</b>				<b>Allocation</b>			
	<b>Construction</b>	<b>Engineering</b>	<b>Contingency</b>	<b>Total</b>	<b>2018</b>	<b>2019</b>	<b>Totals</b>
<b>Pathway</b>	\$ 220,000	\$ 33,000	\$ 11,000	<b>\$264,000</b>	\$ 13,200	\$ 250,800	<b>\$ 264,000</b>
<b>Utility Relocations</b>	\$ 110,000	\$ 16,500	\$ 5,500	<b>\$132,000</b>	\$ 132,000	\$ -	<b>\$ 132,000</b>
<b>TOTAL</b>	<b>\$ 330,000</b>	<b>\$ 49,500</b>	<b>\$ 16,500</b>	<b>\$396,000</b>	<b>\$145,200</b>	<b>\$ 250,800</b>	<b>\$ 396,000</b>
<b>Cost Sharing</b>							
				Town (60%)	\$ 87,120	\$ 150,480	<b>\$ 237,600</b>
				County (40%)	\$ 58,080	\$ 100,320	<b>\$ 158,400</b>
					<b>\$145,200</b>	<b>\$ 250,800</b>	<b>\$ 396,000</b>
<b>Notes:</b>							
* 2018 - finalize design, and relocate utility conflicts							
* 2019 - construction of the pathway							

**CONSULTATIONS:**

Director, Parks & Recreation  
 Director, Public Works & Environmental Services  
 Director, Financial Services & Treasurer

**FINANCIAL IMPLICATIONS:**

**Proposed 2018 CWATS Project No. 1 - Municipal Partnership Program: Dedicated Bike Lanes on a Portion of Lesperance Road**

It is proposed that the Town and the CWATS Municipal Partnership Program each contribute 50% of the cost, being \$56,000 each.

If the Town is able to allocate some OMCC funding towards this project, such Provincial funding will have the effect of reducing the Town and County contributions in equal amounts.

Therefore Administration recommends that if a lesser amount is proposed to be funded by the County of Essex, or if the application is denied, funding received from the County and/or the OMCC

reduce the \$112,000 to be funded from the Roads Lifecycle Reserve as approved by Council per Public Works & Environmental Services Report No. 32/17.

**Proposed 2018 CWATS Project No. 2 - Segment Tec-3: Detailed Design for Trail and Undertaking of Associated Utility Relocates along Walker Road, North Talbot Road to Highway 401**

The estimated cost for detailed design and utility relocates is \$145,200, with Tecumseh's share being \$87,120 (60%) and the County's share being \$58,080 (40%) as determined by the CWATS cost-sharing arrangement.

PWES Report #54/16 2017-2021 Public Works & Environmental Services – Capital Works Plan approved an allocation of \$270,100 for this project (\$5,650 and \$264,450 for 2017 and 2018 respectively). The chart below compares the approved funding to the newly revised project estimate of \$396,000.

	Original	Revised	Change
Project Cost	\$ 270,100	\$ 396,000	\$ 125,900
Town share (60%)	\$ 162,060	\$ 237,600	\$ 75,540
County share (40%)	\$ 108,040	\$ 158,400	\$ 50,360
	\$ 270,100	\$ 396,000	\$ 125,900
Town's share to be funded from the Infrastructure Reserve			

Administration recommends that funding from the Infrastructure Reserve (Attachment 3) for this project be increased from \$162,060 to \$237,600.

**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:

---

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

Reviewed by:

Reviewed by:

---

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

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Paul Anthony, R.R.F.A.  
Director, Parks and Recreation

Reviewed by:

---

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

Recommended by:

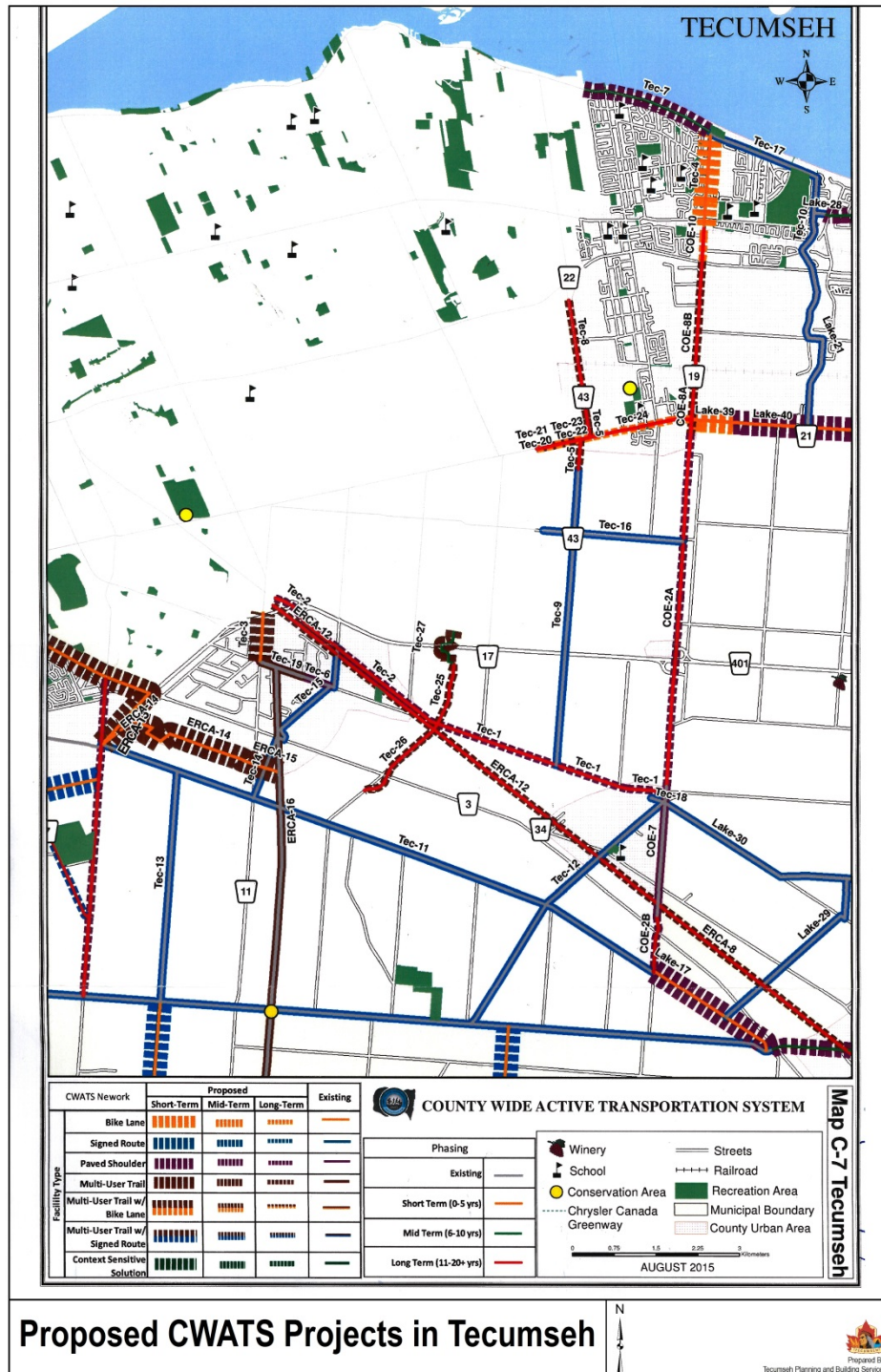
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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1) Tecumseh CWATS Projects  
                             2) Existing Trails and Proposed Lesperance Road Bike Lanes Map  
                             3) Infrastructure Reserve as at August 27, 2017

File Name (R:\County of Essex\CWATS\2018\Report 25-17 TO3 COU - CWATS Proposed 2018 Projects v5.docx)

**Attachment 1**  
**County Wide Active Transportation Study Plan (CWATS Plan)**  
**Town of Tecumseh 2018 Project**  
**Tecumseh CWATS Projects**







### Attachment 3

#### Infrastructure Reserve as at August 27, 2017

<b>Infrastructure Reserve (1085) Funding Summary - August 27, 2017</b>						
		<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Reserve Balance Start of Year	1)	\$2,094,785	\$2,858,956	\$2,891,706	\$4,280,206	\$5,469,306
Budget Allocation - New Infrastructure Levy		\$1,100,000	\$1,200,000	\$1,300,000	\$1,300,000	\$1,300,000
DC - repayments		\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Tecumseh Baseball re scoreboard		\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
GenSet Revenues		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
<b>2016 Surplus Allocation FS Report #04-17</b>		<b>\$9,631</b>				
CWATS				\$108,040	\$119,600	
<b>Planning &amp; Bldg Services Report #25/17</b>			<b>(\$158,400)</b>	<b>(\$108,040)</b>		
<b>Funds Available</b>		<b>\$3,292,916</b>	<b>\$3,989,056</b>	<b>\$4,280,206</b>	<b>\$5,788,306</b>	<b>\$6,857,806</b>
<b>Committed</b>						
Intensity Duration Frequency Curve Study		\$10,000				
Official Plan		\$22,500				
Information Technology carry forward from 2016	1)	\$33,000				
Vista Accademy Trail	1)	\$5,000				
Tecumseh Hamlet Secondary Plan		\$37,000				
Multi-use Sportsplex Study		\$22,810				
Sportsplex - further development of plan		\$50,000				
<b>ERCA Trail Extension Parks &amp; Rec #08/17</b>		<b>\$180,000</b>				
CWATS: CR11 - Hwy 401 to NTR (Multi-Use Trail)		\$5,650		\$264,450		
<b>Planning &amp; Bldg Services Report #25/17</b>			<b>\$390,350</b>	<b>(\$264,450)</b>		
Riverside Dr. Trail		\$68,000	\$707,000			
<b>Balance Committed</b>		<b>\$433,960</b>	<b>\$1,097,350</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Balance Uncommitted</b>		<b>\$2,858,956</b>	<b>\$2,891,706</b>	<b>\$4,280,206</b>	<b>\$5,788,306</b>	<b>\$6,857,806</b>
<b>Proposed</b>						
Sidewalks CR42/CR19 Roundabout					\$19,000	
Sidewalks CR42 - CR43 to Lesperance						\$362,000
CWATS: CR42/CR19 Roundabout (Bike Lanes)					\$1,000	
CWATS: Hwy 401 to 9th C (Paved Shoulder)					\$299,000	
CWATS: CR42 - CR43 to Lesperance (Bike Lanes)						\$13,300
CWATS: CR43 - Banwell Diversions (Multi-Use Lanes)						\$342,000
<b>Balance Proposed</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$319,000</b>	<b>\$717,300</b>
<b>Balance Available</b>		<b>\$2,858,956</b>	<b>\$2,891,706</b>	<b>\$4,280,206</b>	<b>\$5,469,306</b>	<b>\$6,140,506</b>
<b>Notes:</b>						
1) Adjustments made re 2016 year-end actuals compared to budget forecasts						



development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered owners and tenants of land and buildings within the CIP Area. Attachment 1 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.

### Proposal

On August 23, 2017, Town Administration held a pre-consultation meeting with the owner of the commercial property located at 12214 Tecumseh Road (see Attachments 2 and 2A for location). The subject property is currently occupied by the Buckingham Realty professional offices. The owner is proposing to undertake improvements (comprising new exterior finishes, windows and doors) to the current façade of the existing building on the property (see images below). Financial incentives for façade improvements are contemplated by the CIP subject to the proposed improvements meeting the design guidelines established in the CIP.



It should be noted that the subject property received approval for funding in the amount of \$1,475 under the *Planning, Design and Architectural Grant* in February of 2016 by way of Planning and Building Services Report 05/16. That grant provided funding towards the cost associated with the architectural drawings that were prepared in order to complete the proposed building façade improvements.

### **COMMENTS**

The owner is proposing to improve the exterior building façade in accordance with the architectural drawings that received funding approval by Council through the grant approval process of February 2016 (see Attachment 3). The proposed works meet the design guidelines of the CIP and the criteria of the *Building Façade Improvement Grant*.

### Proposed Grant Details

Based on the foregoing, the owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the *Building Façade Improvement Grant* in the amount of \$15,000. It should be noted that this amount represents the maximum allowable monetary incentive per property established in the CIP for this program. The program allows for a maximum

matching grant of up to 50% of the total eligible costs associated with a building façade improvement (up to the noted maximum of \$15,000).

As required by the CIP, the owner has provided two reliable cost estimates for the proposed works, as identified below:

1. MLJ Construction - \$100,966 + HST
2. Buckingham Development Inc. - \$107,212 +HST

The grant application has been reviewed and evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that it be approved in accordance with Section 11.3 (5) of the CIP.

#### Next Steps for the CIP Grant Application

Upon Council approval, a letter from the Town to the applicant advising of Council's approval will represent a grant commitment. The CIP establishes the following:

- i) Upon completion of the proposed development, Town Administration will conduct a final inspection to ensure that the works have been completed in accordance with the details provided in the application and that all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, the aforementioned grant amount will be provided to the owner;
- ii) The application may be cancelled if work does not commence within a six-month period or if the approved works are not completed within a one-year period from the date of Council approval; and
- iii) Extensions will be considered on a case by case basis.

### **CONSULTATIONS**

Director Financial Services & Treasurer  
Deputy Treasurer & Tax Collector  
Fire Prevention Officer  
Manager Building Services/Chief Building Official

### **FINANCIAL IMPLICATIONS**

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. The \$417,000 is the sum of annual maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2017 budget includes CIP grant funding of \$75,000. An additional \$138,738 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$213,738 in funds

available for 2017. Funds have been allocated to four other CIP grant fund applications that were approved in 2017, thus the current available funding total is \$103,618.

Upon approval of the recommendations of this report, remaining available program funds for 2017 will be \$88,618 as referenced in the table in Attachment 4.

### **LINK TO STRATEGIC PRIORITIES**

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

### **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐



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

Prepared by:

Prepared by:

---

Chad Jeffery, MA, MCIP, RPP  
Manager Planning

---

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

Reviewed by:

Reviewed by:

---

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

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

ED

Attachment(s):

1. CIP Support Programs and Incentives Summary
2. Property Location in Relation to CIP Study Area
- 2A. Property Location, Detail View
3. Architectural Rendering Detail 1
4. CIP Incentives Financial Summary

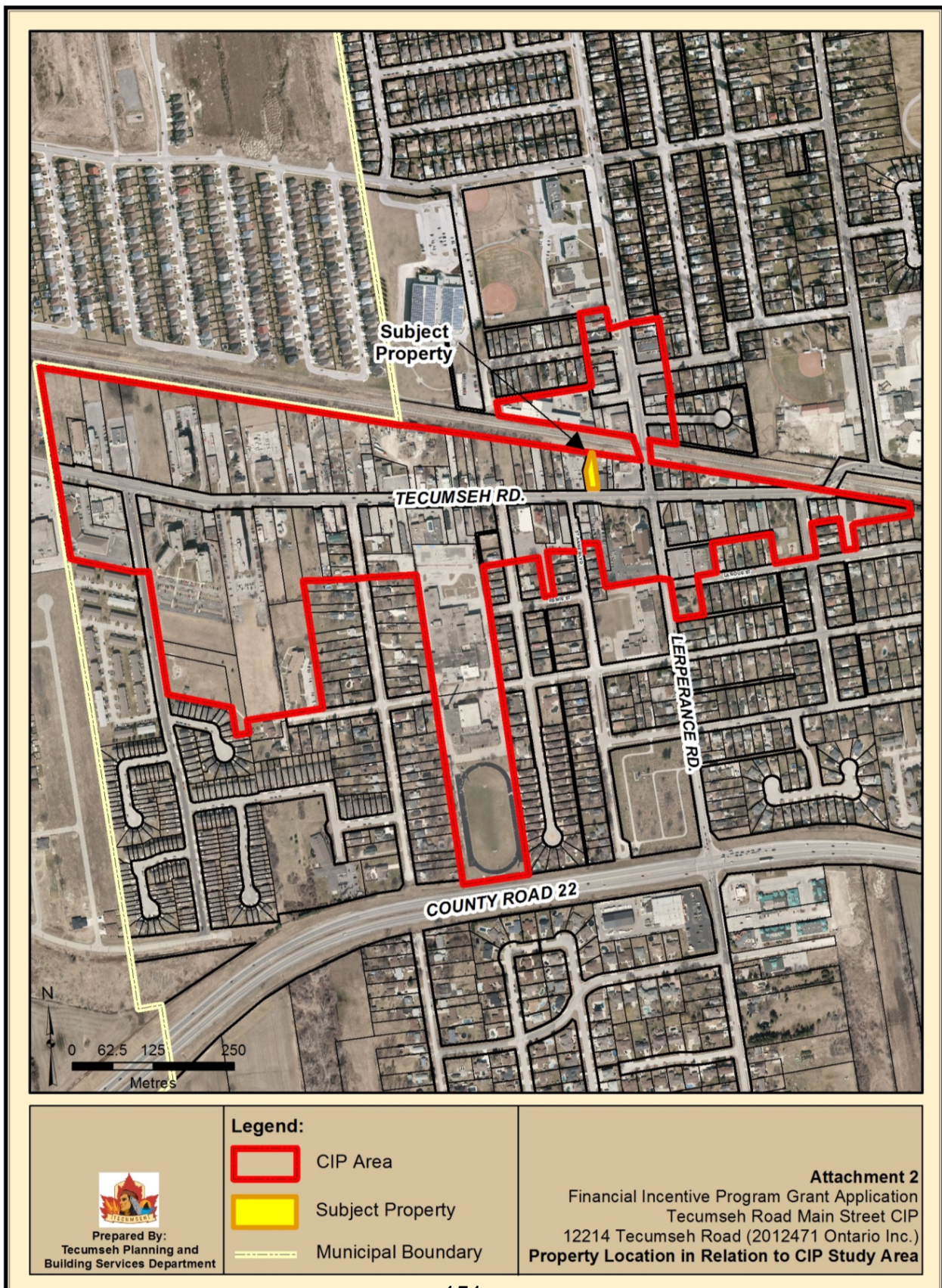
File Name (R:\Tecumseh Road Main Street CIP\D18 CIPFIP\12214 Tecumseh Road, February 2016, September 2017\Planning Report 26-17 CIP Grant Program, 12214 Tecumseh Road.docx)

**Attachment 1**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty)  
**CIP Support Programs and Incentives Summary**

**11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY**

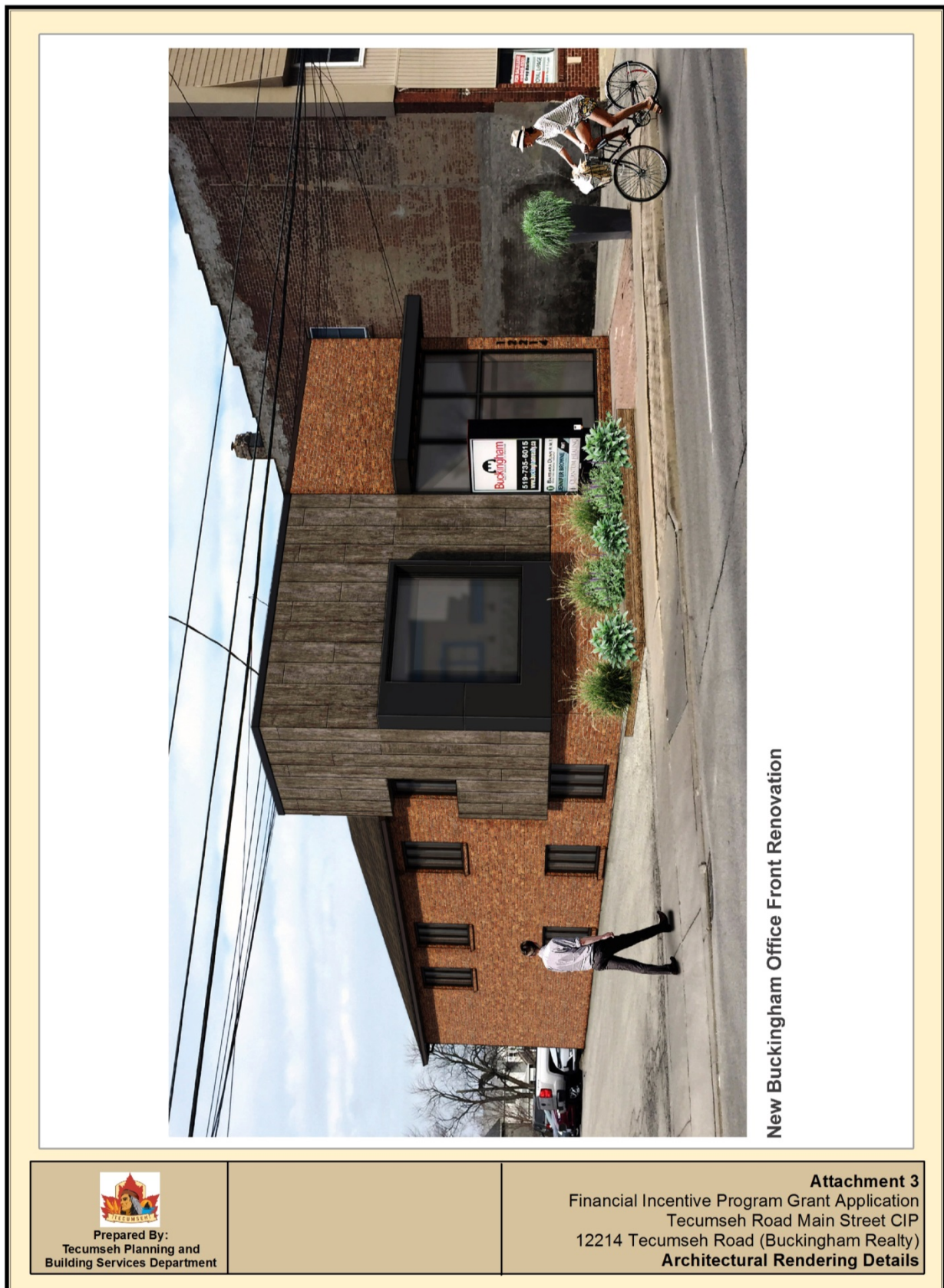
Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of \$3,000 with a maximum of one study per property.	\$15,000
Planning Application and Permit Fee Grant Program	Grant will be provided for 100% of the normal application or permit fees paid by the applicant to a maximum of \$2,000 for approved projects.	\$10,000
Development Charges Grant Program	One-time grant of an amount equivalent to the Town of Tecumseh Development Charge for the buildings being constructed.	\$200,000
Building Façade Improvement Grant Program (BFIP)	Matching grant of 50% of the cost of eligible façade improvements to existing commercial properties to a maximum grant of \$15,000, with a maximum of one grant per property per year. Improvements must cost \$2,000 or greater to be eligible.	\$45,000
Building and Property Improvement Grant Program (BPIG)	Amount to be determined based upon the incremental increase in the municipal taxes that results from the work being completed.	N/A
Building Rehabilitation Loan Program (BRLP)	Loan equivalent to a proportion of the work value and on a matching funds basis, to a maximum of 50% of eligible costs. The maximum loan is \$15,000.	N/A
Residential Grant Program (RGP)	Grant equal to the cost of rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space rehabilitated or constructed, to a maximum grant of \$20,000 per unit.	\$100,000
Parking Area Improvement Program (PAIP)	Matching grant of 50% of the cost of eligible parking area improvement work to a maximum grant of \$10,000, with a maximum of one grant per property per year.	\$30,000
Sidewalk Café Grant Program	One-time grant of 50% of the cost, up to a maximum of \$2,000 for the design of a sidewalk café. Additionally, the Town will provide eligible candidates an annual grant of 50% of the costs for related work, up to a maximum of \$2,000.	\$12,000
Mural/Public Art Program	One-time grant of a maximum of \$1,000.	\$5,000













**Attachment 4**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty)  
**CIP Incentives Financial Summary Charts**

CIP Incentives Summary - Year-to-Date September 6, 2017				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ -	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000		\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ 78,120	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ 30,000	\$ 15,000	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ 2,000	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -	\$ -	\$ -
	<b>\$ 417,000</b>	<b>\$ 110,120</b>	<b>\$ 15,000</b>	<b>\$ -</b>
<b>Actual Budget Allocations:</b>				
2017	\$ 75,000			
Prior Years - Carry-forward	\$ 138,738			
<b>Total Available for 2017</b>	<b>\$ 213,738</b>			
2017 Annual Funding Shortfall including carry-overs	\$ (203,262)			
Total Available for 2017 less Projects Committed		<b>\$ 103,618</b>		
Remaining Available less Projects Proposed			<b>\$ 88,618</b>	

CIP Approved Projects and Funding Since Inception										
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	Total
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000
CIP-06/17	Buckingham Realty									
<b>Total</b>		<b>\$ 1,475</b>	<b>\$ 2,000</b>	<b>\$ 238,907</b>	<b>\$ 30,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 276,382</b>



## THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services  
Report No. 27/17

**TO:** Mayor and Members of Council

**FROM:** Michael Voegeli, Manager of Building Services, Chief Building Official

**DATE:** August 30, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** 2017 Six Month Permit Report

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### **RECOMMENDATIONS**

It is recommended that:

1. Planning and Building Services Report No. 27/17, "2017 Six Month Permit Report", be received.

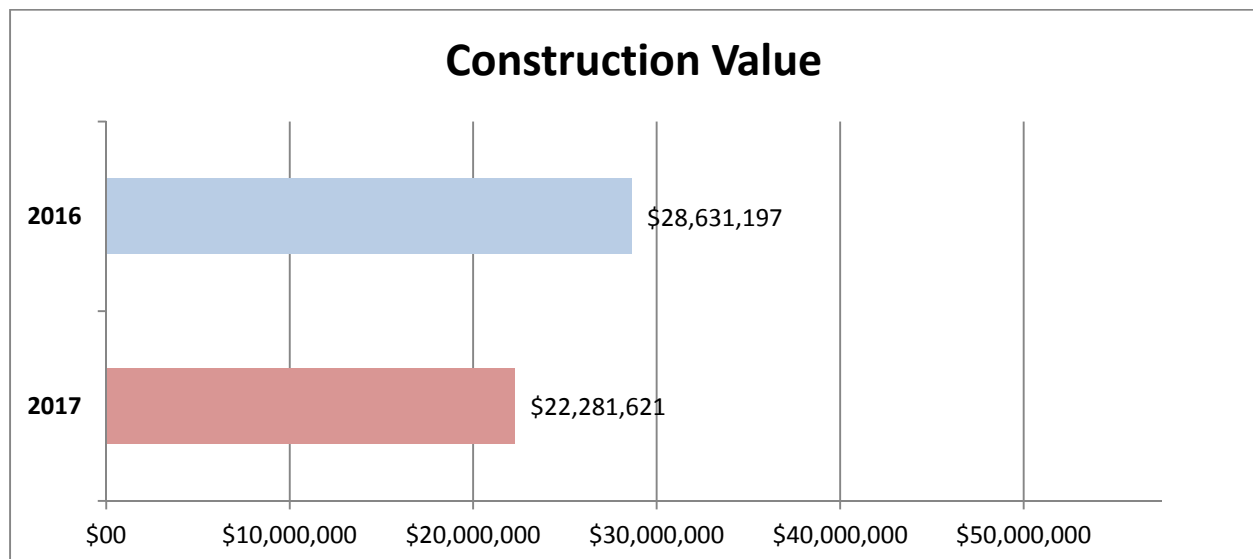
### **BACKGROUND**

This Report summarizes the permits issued for the first six months of 2017 (January-June) and compares the values of the same period of the previous year.

### **COMMENTS**

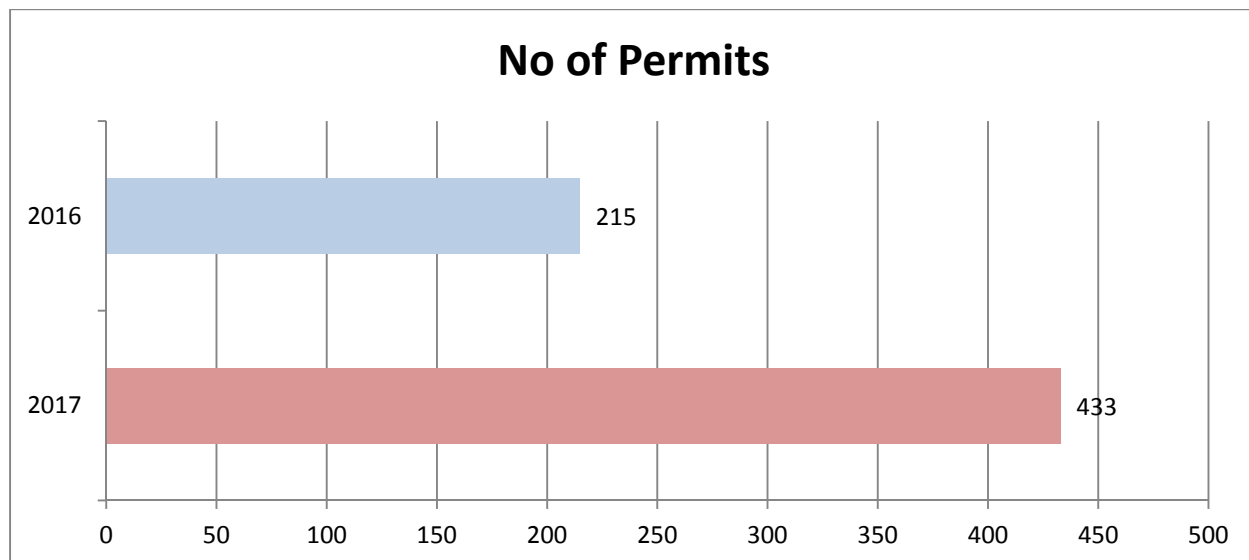
1. Construction Value:

The following chart summarizes the reported construction value of permits for the period. Construction value is down by **\$6,349,576** or 22 percent over last year. This is due in part to a decrease in new residential construction over the previous year.



## 2. Number of Permits:

The following chart summarizes the number of permits issued for the period. The number of permits is up by **218**. This is due in part to the issuance of 189 backwater valve permits for the period.



## 3. Permit Types:

The following chart summarizes the number of permits issued by type for the period. A total of **24** new dwelling unit permits were issued, which resulted in **46** new residential units.

Permit Activity		
Types of Permits	No of Permits	
	2017	2016
New Residential Buildings	22	26
New Multi-Residential Buildings	2 (12 units)	27
Residential Additions and Improvements	248	63
New Non-Residential Buildings	9	4
Non-Residential Additions and Improvements	43	23
Swimming Pools	30	21
Lot Grading	3	0
Fences	28	24
Signs	7	8
Portable Signs	31	16
Demolitions	10	3
<b>Totals</b>	<b>433</b>	<b>215</b>



## **CONSULTATIONS**

None.

## **FINANCIAL IMPLICATIONS**

None.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

---

Michael Voegeli,  
Manager, Building Services,  
Chief Building Official

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 0.

MV



## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 42/17

**TO:** Mayor and Members of Council

**FROM:** Dan Piescic, Director Public Works & Environmental Services

**DATE OF REPORT:** August 21, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Installation of Highway 401 Gateway Signage  
Electrical Works  
Tender Award

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### **RECOMMENDATIONS**

It is recommended that:

1. The tender from DeAngelo Brothers Corporation for the Installation of Highway 401 Gateway Signage, Electrical Works, in the amount of \$32,600 plus HST, be accepted and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor 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 (solar power and lighting) 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 for two 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: one for the installation of the gateway sign and a second for the electrical works required for the gateway sign.

The tender for the installation of the Highway 401 gateway signage was received July 20, 2017 and awarded to the low bidder, DeAngelo Brothers Corporation, at the August 8, 2017 Regular Council Meeting (Motion: RCM-286/17).

### **COMMENTS**

The second tender for the electrical works of the Highway 401 gateway signage was advertised on the Town's website on August 3, 2017 along with direct notification to the Windsor Construction Association. The deadline for submitting tenders was Thursday, August 17, 2017.

One tender was received for the Highway 401 Gateway Signage Electrical Works on August 17, 2017..

The Town of Tecumseh Purchasing Policy Section 4.5 (b) *Only One Bid Received* indicates that:

*“In the event that only one bid is received in response to a request for tender, the bid may be opened and evaluated in accordance with the Town’s usual procedures when, in the opinion of the Department Director and Purchasing Coordinator, the bid should be considered by the Town...”*

Based on a review of the Purchasing By-Law and the existence of very few contractors available to bid on this type of work, a decision was made to open the sole tender. It was not reasonably expected that additional tenders would be received if this project was re-tendered. Accordingly, it was opened in the presence of Administration and the Purchasing Officer. The sole tender was submitted by DeAngelo Brothers Corporation in the amount of \$32,600 plus HST

Administration and Dillon Consulting reviewed the tender submitted by DeAngelo Brothers Corporation and the tender was found to be in order with no irregularities.

Administration recommends that the quote of \$32,600 plus HST as provided by DeAngelo Brothers Corporation be accepted and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town’s Solicitor 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.

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

Construction Allocation	\$ 130,000
Sign Installation: Tender cost (excl. HST)	\$ 91,963
Electrical Works: Tender cost (excl. HST)	\$ 32,600
Subtotal: Sign installation + electrical work	\$ 124,563
Non-rebateable HST (1.76%)	\$ 2,192
Subtotal	\$ 126,755
Allocation surplus	\$ 3,245

The tendered amount for the electrical works (solar power and lighting) of this project is within the remaining budgeted amount allocated to the construction of the Highway 401 gateway signage and an allocated surplus of \$3,245 is anticipated.

## **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:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

CC



## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 43/17

**TO:** Mayor and Members of Council

**FROM:** Sam Paglia, Drainage Superintendent

**DATE OF REPORT:** August 18, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** East McPherson Drain – Tender Award

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### **RECOMMENDATIONS**

It is recommended that:

1. The tender for the Repair and Improvement of the East McPherson Drain in the amount of \$103,992.35 excluding HST, be awarded to Murray Mills Excavating & Trucking (Sarnia) Ltd. and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Murray Mills Excavating & Trucking (Sarnia) Ltd. once all of the approvals for the project have been obtained.

### **BACKGROUND**

The Town received a Request for Repair and Improvement of the East McPherson Drain on September 9, 2013 in accordance with Section 78 of the *Drainage Act*. The Town subsequently appointed Baird AE, under Public Works & Environmental Report No. 42/13 on September 24, 2013 (RCM-316/13). A drainage report was prepared and submitted by the appointed Engineer and adopted by Council, receiving its third reading on May 23, 2017, under By-Law 2017-40.

### **COMMENTS**

On July 25, 2017, the tender was posted on the Town's website and notification was sent to the Windsor Construction Association. Four (4) tender submissions were received by the Purchasing Officer on August 10, 2017. The tenders were opened publicly in Council Chambers in the presence of Administration.

Baird AE has reviewed the tender submissions and provided the attached report (Attachment No. 1). The tender results are summarized as follows:

No.	Contractor	Total Tender Price (Excluding HST)
1	Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$103,992.35
2	Rudak Excavating Inc.	\$108,045.00
3	Jeff Shepley Excavating Ltd.	\$122,030.00
4	South Shore Contracting of Essex County Inc.	\$136,010.00

The tender packages were submitted on time and with the required documentation. All tender submissions were reviewed and found to be complete with no irregularities. Murray Mills Excavating & Trucking (Sarnia) Ltd. is the low bidder. Correspondence with the contractor regarding the submitted price was confirmed by the Consultant and the contractor is prepared to proceed with this project in accordance with the tendered submission.

### Approvals

#### **Essex Regional Conservation Authority (ERCA)**

An ERCA permit will be obtained for the works as set out in the report prior to construction.

#### **Department of Fisheries and Oceans (DFO)**

This project does not require a formal review by DFO because the Drain is considered a Class F drain. This does not eliminate the requirements under the Fisheries Act (R.S.C., 1985, c. F-14) to avoid causing serious harm to fish by following best practices such as minimizing the duration of in-water work and respecting the timing windows to protect fish.

### **CONSULTATIONS**

Essex Regional Conservation Authority  
Department of Fisheries and Oceans  
Director Financial Services & Treasurer  
Director Corporate Services & Clerk  
Purchasing Officer

### **FINANCIAL IMPLICATIONS**

The lowest tender received of \$103,992.35 is approximately 102% above the Engineer's estimate of \$102,520 (excluding HST). As the tendered construction price does not exceed 133% of the Engineer's estimate, the Town is not required to call a meeting with the affected landowners as described in Section 59(1) of the *Drainage Act*.

Detailed assessments will be determined by the Engineer once the project has concluded. Any decreases or increases in project costs are specific to the amount received in the tender items and may or may not affect all landowners.



<b>Engineer's Estimates and the Lowest Tendered Price for the East McPherson Drain</b>		
<b>Description</b>	<b>Estimate</b>	<b>Tendered</b>
Construction	\$ 102,520	\$ 103,992
Incidentals	\$ 57,200	\$ 57,200
Permit	\$ 800	\$ 800
Sub Total for Construction/Incidentals/Permit	<b>\$ 160,520</b>	<b>\$ 161,992</b>
HST – non recoverable (1.76%)	\$ 2,825	\$ 2,851
Allowances/Compensation	\$ 2,590	\$ 2,590
<b>Total Estimate</b>	<b>\$ 165,935</b>	<b>\$ 167,433</b>
<b>Estimated Assessment Summary</b>		
Town of Tecumseh (Road Authority)	\$ 39,260	\$ 39,614.44
Non-Agricultural lands	\$ 21,420	\$ 21,613.38
** Privately owned Agricultural	\$ 70,170	\$ 70,803.49
* Provincial Grants	\$ 35,085	\$ 35,401.75
<b>Total</b>	<b>\$ 165,935</b>	<b>\$ 167,433</b>
** Represents 2/3 of the total value assessed to eligible lands.		
* Represents 1/3 recovered from OMAF (Provincial Grant)		

As shown in the table above, a portion of a Section 78 assessment for drainage works described in an engineer's report are eligible for grants by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and the provisions set out in Sections 85, 86 and 87 of the *Drainage Act*. Upon completion of the application form, the Minister may pay to the treasurer of the town 33 1/3 per cent of the assessments eligible for grant in accordance with the Agricultural Drainage Infrastructure Program.

The Town of Tecumseh lands has been assessed in the engineer's estimate in the report for Special Benefit in the amount of \$22,905, for Benefit Liability in the amount of \$9,550, and Outlet Liability of \$6,805 totaling \$39,260. The final assessment will reflect the increased or decreased costs to all lands based on individual tender item prices and how they affect the non-pro-ratable costs and Special Benefit costs on the project. Any increase as a result of the lowest tender price received in respect to construction of the works will be calculated once substantial completion is achieved and the summations of the final costs are collected by the consultant.

A copy of the Municipal Drain Lifecycle Reserve is included as Attachment No. 2 for reference.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Reviewed by:

---

Cheryl Curran, BES  
Clerk I – Administrative Clerk

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Sam Paglia, P.Eng.  
Drainage Superintendent

Reviewed by:

Reviewed by:

---

Phil Bartnik, P.Eng.  
Manager Engineering Services

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

Reviewed by:

Reviewed by:

---

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

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. Baird AE – Tender Recommendation
2. Municipal Drain Lifecycle Reserve

CC

## ATTACHMENT No. 1

### Engineer's Tender Recommendation



27 Princess St.  
Unit 102  
Leamington, ON  
N8H 2X8  
519.326.6161  
1.844.842.9188  
[bairdAE.ca](http://bairdAE.ca)

August 17, 2017

The Corporation of the Town of Tecumseh  
917 Lesperance Road  
Tecumseh, ON N8N 1W9

ATTENTION: Mr. Sam Paglia, P.Eng.  
Drainage Superintendent

Dear Sam,

SUBJECT: Tender Recommendation  
Repair and Improvement of the East McPherson Drain  
In the Town of Tecumseh  
Our File Reference 13-093

We have reviewed the results of the tender opening for the Repair and Improvement of the East McPherson Drain.

On Thursday, August 10, 2017, four (4) tender submissions were received. The tenders were reviewed for omissions, inconsistencies and unbalanced pricing. It was noted that the quantity shown (7) in the tender for Item 3v) did not match the quantity in the description (30). The quantity in the description is correct. This value has been corrected and was applied to each of the tender submissions. The ranking of the tenderers did not change.

Items related to Culvert No. 3 were marked as provisional at the request of the landowners. We met with the landowners after tender prices were received. The landowners selected the desired option for Culvert No. 3 being salvage, reset and extend with sloped gabion stone end of pipe protection. We have calculated the total contract price based on these discussions.

The results of the tender opening are as follows:

No.	Contractor	Total Tender Price (Excluding HST)
1	Murray Mills Excavating & Trucking (Sarnia) Ltd.	\$ 103,992.35
2	Rudak Excavating Inc.	\$ 108,045.00
3	Jeff Shepley Excavating Ltd.	\$ 122,030.00
4	South Shore Contracting of Essex County Inc.	\$ 136,010.00

The Engineer's estimate for the project was \$102,520.00 (excluding HST). The low tender was approximately 102% of the Engineer's estimate. As the tendered construction price does not exceed 133% of the Engineer's estimate, the Town is not required to call a meeting with the affected landowners as described in Section 59(1) of the Drainage Act.

Murray Mills Excavating & Trucking (Sarnia) Ltd. was the lowest tenderer. This is a reputable firm who most recently completed the South McPhee Drain in the Town of Tecumseh for Baird AE in a satisfactory manner.

Based on the above information, we recommend the project be awarded to Murray Mills Excavating & Trucking (Sarnia) Ltd. in the amount of \$103,992.35 excluding HST.

Trusting you will find the above satisfactory, however, if you have any questions please contact the writer accordingly.

Sincerely,

**BAIRD AE**

  
Halliday P. Pearson, P.Eng.

**ATTACHMENT No. 2**  
**Municipal Drain Lifecycle Reserve**

<b>Municipal Drain Lifecycle Reserve - May 2017</b>						
	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	
Reserve Balance Start of Year (est.)	\$171,462	\$51,813	\$121,813	\$191,813	\$261,813	
Allocation	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	
Road LC re 10th Conc. Windsor (5055)	\$226,000					
<b>Funds Available</b>	<b>\$467,462</b>	<b>\$121,813</b>	<b>\$191,813</b>	<b>\$261,813</b>	<b>\$331,813</b>	
<b>Committed</b>						
South McPhee Drain (5014)	\$27,928					
West Branch Delisle (5036)	\$15,414					
O'Keefe (5044)	\$20,719					
South Talbot/Holden Branch (5027)	\$23,020					
<b>McPherson East (5028)</b>	<b>\$39,614</b>					
South Malden (Lower) & Graham (5033)	\$12,443					
10th Concession - Windsor (5055)	\$247,000					
7th Conc & Extension (5047)	\$28,535					
Webster Drain (Bridge - Pearce)	\$976					
<b>Balance Committed</b>	<b>\$415,649</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Balance Uncommitted</b>	<b>\$51,813</b>	<b>\$121,813</b>	<b>\$191,813</b>	<b>\$261,813</b>	<b>\$331,813</b>	
<b>Proposed</b>						
<b>Total Proposed</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	
<b>Balance Available</b>	<b>\$51,813</b>	<b>\$121,813</b>	<b>\$191,813</b>	<b>\$261,813</b>	<b>\$331,813</b>	



## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 44/17

**TO:** Mayor and Members of Council

**FROM:** Kirby McArdle, Manager Roads & Fleet

**DATE OF REPORT:** August 30, 2017

**DATE TO COUNCIL:** September 12, 2017

**SUBJECT:** Sanitary Sewer Collection System Rehabilitation Project  
Proposal Award

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### **RECOMMENDATIONS**

It is recommended that:

1. The Proposal for the Ontario Community Infrastructure Fund (OCIF) Sanitary Sewer Collection System Rehabilitation Project in the estimated amount of \$1,492,900 excluding HST be awarded to Sewer Technologies in a reduced amount of \$1,157,000 excluding HST and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Sewer Technologies; and that
2. The estimated cost of \$1,177,500 including non-rebateable HST, for the renewal and rehabilitation of sanitary sewer pipe, manholes and the rehabilitation of sanitary sewer service connections in the Town of Tecumseh wastewater system, be a charge against the OCIF 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 a Top Up grant from the Ontario Community Infrastructure Fund (OCIF) in the amount of \$806,149 and the Clean Water and Wastewater Fund (CWWF) in the amount of \$1,678,368 for a total of \$2,484,517. The project is broken down in two parts based on funding sources, see table below.

Funding Source	Part A OCIF	Part B CWWF	Total
Provincial - Formula Based	\$ 493,942	\$ 559,456	\$ 1,053,398
Provincial - Top-Up Based	\$ 806,149		\$ 806,149
Federal	\$ -	\$ 1,118,912	\$ 1,118,912
Municipal	\$ 99,909	\$ 559,456	\$ 659,365
<b>Total Cost</b>	<b>\$ 1,400,000</b>	<b>\$ 2,237,824</b>	<b>\$ 3,637,824</b>

The Sanitary Sewer Collection System Rehabilitation Project is for the renewal and rehabilitation of sanitary sewer pipe, manholes and the rehabilitation of sanitary sewer service connections in the Town of Tecumseh. This work includes the following:

- camera inspection of the sewer pipes to identify pipe condition, pipe defects, and sources of inflow and infiltration using trenchless technology;
- flushing and cleaning debris from the sanitary sewer pipes and service connections to facilitate leak testing and repair using trenchless technology;
- pressure testing and sealing of mainline joints, cracked or otherwise leaking pipes, tee connection, clean outs, risers and sanitary service connections using innovative trenchless technology;
- structural repairs of sanitary sewer pipes where required using innovative trenchless technology; and
- sealing openings in manholes using rain catchers, chemical sealants and latest technology.

Following the implementation of this project, the Town expects that there will be a further reduction of inflow and infiltration of unwanted storm water into the sanitary system as a result of the rehabilitation of the system. In addition, it is anticipated there will be a reduction in sewer backups and the resultant basement flooding and a decrease in the number of by-pass incidents from the treatment plant to Lake St. Clair during unusually large and intense rainstorms.

The work completed under the Proposal from Sewer Technologies as part of the OCIF grant will be carried out in Wards 1 and 2 in the Town of Tecumseh. Sanitary sewer rehabilitation work in Ward 3 will be brought forward in a future report to Council under the CWWF grant.

The Town has retained Black Rock Consulting to carry out contract administration for this project based on their successful experience with infiltration and inflow removal projects for other municipalities in Essex County.

## **COMMENTS**

A Request for Proposals (RFP) from qualified Specialized Contractors in Trenchless Sewer Technology to provide all services, materials and equipment necessary to prepare and execute a plan for rehabilitation and removal of infiltration in Wards 1 & 2, Part A – OCIF, was advertised on the Town's website on July 27, 2017 along with direct notification to the Windsor Construction Association. Part B tender will be awarded through a separate tendering process.

Two proposals were received by the Purchasing Officer on August 10, 2017: Sewer Technologies Inc. and Liqui-Force Services (Ontario) Inc. The proposals were opened publicly in Council Chambers in the presence of Administration.



Proposals were evaluated by the Selection Committee using a two envelope system whereas a proponent must score high enough in Part A, proponent qualifications and understanding, for the financial envelope, Part B, to be opened. Both submittals received met this criterion and the financial envelopes were opened. The scoring of both proposals was conducted as described in the RFP documents by the Selection Committee considering all identified criteria. The Selection Committee is comprised of Administration and Black Rock Consulting.

Part B considerations were based on estimated quantities. The actual value of work will be calculated based on unit prices submitted up to the allowable amount approved through the OCIF Grant process.

Company	Estimated Proposal Cost (excluding HST)
Sewer Technologies Inc.	\$1,492,900
Liqui-Force Services (Ontario) Inc.	\$2,220,230

There were no irregularities identified in the proposals received for this work. Both companies submitted the required Addendums and sufficient Bid Bond. The lowest Estimated Proposal Cost exceeds budget funding available, see calculations below under Financial Implications.

Based on their overall Proposal submission and subsequent discussions, the Selection Committee recommends that Council award the OCIF Sanitary Sewer Collection Rehabilitation Project work, **at a reduced amount**, as set out in the RFP to Sewer Technologies Inc. and that the Mayor and Clerk are authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Sewer Technologies Inc.

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Purchasing Officer

## **FINANCIAL IMPLICATIONS**

Total funding available for this contract is \$1,157,000 excluding HST calculated as follows:

Total Funds Available	\$ 1,400,000			
Previously committed *				
OCWA PWES #37/17	\$ 90,000	Rain catchers, manhole covers & install		
Black Rock Consulting	\$ 132,000	Engineering services		
OCIF Grant Sign	\$ 500			
	\$ 222,500			
Funding Available *	\$ 1,177,500			
Contract funds available **	\$ 1,157,000			
* Including non-rebateable HST				
** Excluding HST				

Administration recommends that the contract be awarded in the amount of \$1,157,000 excluding HST.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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Kirby McArdle, P.Eng.  
Manager Roads & Fleet

Reviewed by:

Reviewed by:

---

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

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

KM/cc

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-60

Being a by-law to authorize the execution of Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Clean Water and Wastewater Fund

**WHEREAS** the Government of Canada (Canada) established the Clean Water and Wastewater Fund (CWWF) in its 2016 Budget;

**AND WHEREAS** Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada;

**AND WHEREAS** under the Bilateral Agreement, the Province of Ontario (Province) has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible recipients pursuant to a transfer payment agreement (Agreement);

**AND WHEREAS** The Corporation of the Town of Tecumseh (Town) has been allocated Funds from the CWWF;

**AND WHEREAS** the Town has applied to the Province for CWWF funds to assist the Town in carrying out a Project;

**AND WHEREAS** Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project;

**AND WHEREAS** the Agreement sets out the terms and conditions upon which CWWF funds, will be provided to the Town for the purpose of carrying out the Project and the Town has agreed to carry out the Project;

**AND WHEREAS** Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province;

**AND WHEREAS** pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure for the Province of Ontario, dated the 12<sup>th</sup> day of September, 2017, a copy of which Transfer Payment 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 Transfer Payment Agreement;

2.     **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

**Read** a first, second and third time, and finally passed this 12<sup>th</sup> day of September, 2017.

SEAL

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

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

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Clean Water and Wastewater Fund (CWWF) (Ontario) (the “**Agreement**”), made in duplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date** as defined in section A.1.2 (Definitions)).

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Infrastructure

(the “**Province**”)

- and -

**The Corporation of the Town of Tecumseh**

(the “**Recipient**” or “**Ultimate Recipient**”)

**BACKGROUND**

The Government of Canada established the Clean Water and Wastewater Fund (the “CWWF”) in its 2016 Budget.

The Government of Canada has committed two billion dollars (\$2,000,000,000) towards the CWWF for projects to improve water, wastewater, and storm water systems across Canada.

Under the Bilateral Agreement, the Province has agreed to identify projects, and be responsible for the transfer of CWWF funds to eligible Recipients pursuant to transfer payment agreements.

The Recipient has been allocated Maximum Funds (as defined in section A.1.2 (Definitions)).

The Recipient has applied to the Province for CWWF funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions)) and further described in Schedule “C” (Program Funding Request), a clean water and wastewater infrastructure project.

Canada has approved the Project and Canada and the Province have agreed to provide CWWF funds for the Project.

The Agreement sets out the terms and conditions upon which CWWF funds, up to the Maximum Funds, will be provided to the Recipient for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project.

Ontario Infrastructure and Lands Corporation, an agent of Her Majesty the Queen in right of Ontario, will be administering the Program on behalf of the Province.

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties (as defined in section A.1.2 (Definitions)) agree as follows:

### **1.0 ENTIRE AGREEMENT**

1.1 The Agreement, comprising of:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Project Specific Information
- Schedule "C" - Program Funding Request
  - Sub-schedule "C.1" - Project Description, Budget and Timelines
  - Sub-schedule "C.2" - Sub-project Cost Breakdown
- Schedule "D" - Reporting
- Schedule "E" - Eligible Expenditures and Ineligible Expenditures
- Schedule "F" - Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Requests for Payment and Payment Procedures
  - Sub-schedule "J.1" - Form of Request for Payment Form
  - Sub-schedule "J.2" - Form of Certificate from Recipient
  - Sub-schedule "J.3" - Form of Declaration of Sub-project Completion
  - Sub-schedule "J.4" - Form of Certificate from Professional Engineer
- Schedule "K" - Form of Clean Water and Wastewater Fund (CWWF) Attestation Form, and any amending agreement entered into in Article 3.0 (Amending the Agreement),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

### **2.0 COUNTERPARTS**

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

### **3.0 AMENDING THE AGREEMENT**

- 3.1 Subject to sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed below.

#### **4.0 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges that:

- (a) by receiving Funds (as defined in section A.1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada; and
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario); and
- (c) although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities and benefits (together referred to as “Rights”) undertaken or given to Canada in the Agreement, a third-party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement; and
- (d) the Province and Canada, respectively, are not responsible for carrying out the Project.



The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Infrastructure

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:

**The Corporation of the Town of Tecumseh**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:  
  
e.g., Mayor or Regional Chair, or delegate]  
  
I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
  
Title:  
  
I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

**A.1.0 INTERPRETATION AND DEFINITIONS**

A.1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail; or
  - (iii) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

A.1.2 **Definitions.** In the Agreement, the following terms have the following meanings:

**“Aboriginal Community”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Aboriginal Consultation Record”** as the meaning ascribed to it in section I.1.1 (Definitions).

**“Agreement”** means this Clean Water and Wastewater Fund (CWWF) (Ontario) Transfer Payment Agreement entered into between the Province and the Recipient as described in Article 1.1 (Entire Agreement).

**“Asset”** means any real or personal property or immovable or movable asset, acquired, contracted, rehabilitated or improved, in whole or in part, with Funds.

**“Authorities”** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the

Project, or both.

**“Bilateral Agreement”** means the Canada-Ontario Bilateral Agreement “Clean Water and Wastewater Fund” entered into between Canada and Her Majesty the Queen in right of Ontario, as represented by the Minister of Infrastructure, and made on September 13, 2016.

**“Budget”** means the budget described in Schedule “C” (Program Funding Request).

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Canada”** means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

**“Contract”** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

**“CWWF”** means the Clean Water and Wastewater Infrastructure Fund established by Canada to help accelerate short term municipal investments, while supporting the rehabilitation of water, wastewater and stormwater infrastructure, and the planning and design of future facilities and upgrades to existing systems.

**“Declaration of Sub-project Completion”** means the Declaration of Sub-project Completion attached as Sub-schedule “J.3” (Form of Declaration of Sub-project Completion).

**“Effective Date”** means the date of signature by the last signing party to the Agreement.

**“Eligible Expenditures”** means the costs of the Project incurred by the Recipient and eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

**“Environmental Laws”** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**“Event of Default”** has the meaning ascribed to it in section A.14.1 (Events of Default).

**“Expiry Date”** means the date on which the Agreement will expire and is the date provided for in Schedule “B” (Project Specific Information).

**“Final Progress Report”** means the Final Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Holdback”** means the Holdback described in and to be paid in accordance with section A.4.14 (Retention of Contribution) and Article J.7.0 (Holdback).

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario and Canada, respectively, their respective ministers, officers, servants, appointees and employees or any agents and their respective officers and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B” (Project Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.14.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.14.4 (Recipient Not Remedying).

**“Outcomes Progress Reports”** means the Outcomes Progress Reports described in Article D.3.0 (Outcomes Progress Reports).

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Program”** means the program established by the Province to identify projects under the CWWF and enter into agreements, including the Agreement, with recipients of CWWF funds.

**“Progress Report”** means the Progress Report described in Article D.2.0 (Progress Reports and Final Progress Report).

**“Project”** means the undertaking described in Schedule “C” (Program Funding Request).

**“Project Evaluation”** means the project evaluation described in Article F.1.0 (Project Evaluation).

**“Project Incrementality”** means (a) the Project would not otherwise have taken place in 2016-17 or 2017-18; or (b) the Project would not have been undertaken without federal funding. This includes projects included in the 2016 municipal budget where projects require additional funding to proceed and/or accelerate.

**“Reports”** means the reports described in Schedule “D” (Reporting).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Sub-project”** means a Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).

**“Sub-project Completion”** means when a Sub-project can be used for the purpose for which it is intended, all required Reports and other reports and documents, including the Declaration of Sub-project Completion, have been submitted to the Province, and Final Payment has been made.

**“Sub-project Completion Date”** means the Sub-project completion date indicated on the Declaration of Sub-project Completion.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule provided in Schedule “C” (Program Funding Request).

**“Total Financial Assistance”** means the total Project funding from all sources, including funding from federal, provincial, territorial, and municipal sources, private sources and in-kind contributions.

## **A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

A.2.1 **General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants and covenants that it has, will maintain, in writing, and will follow:

- (i) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (ii) procedures to enable the Recipient's ongoing effective functioning;
- (iii) decision-making mechanisms for the Recipient;
- (iv) procedures to enable the Recipient to manage Funds prudently and effectively;
- (v) procedures to enable the Recipient to complete the Project successfully;
- (vi) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (vii) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (viii) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the

Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation or Funds from Canada), or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which will be no greater than 75% of the total Eligible Expenditures, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

A.4.2 **Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- (a) in addition to the other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide:
  - (i) any Funds to the Recipient until the Recipient fulfils all of the special conditions listed in section A.33.1 (Special Conditions); and
  - (ii) any instalment of Funds unless the Province and Canada are satisfied with the progress of the Project; and
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.1 (Preparation and Submission); and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not

receive the necessary appropriation from the Ontario Legislature or, under the Bilateral Agreement, funds from Canada for any payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project or Budget, or both; or
- (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada).

**A.4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, any ministry, department, agency, or organization of the Government of Ontario or the Government of Canada, except for any Eligible Expenditure that has or will be funded or reimbursed by the Ontario Community Infrastructure Fund – Formula Funding, where applicable.

**A.4.4 Province's and Canada's Roles Limited to Providing Funds.** The Parties acknowledge that the Province's role in a Project is limited to providing CWWF funds to the Recipient for the Project, and that the Province and Canada will have no involvement in the implementation of the Project or its operation. The Province and Canada are neither decision-makers nor administrators of the Project.

**A.4.5 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A.4.6 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A.4.7 Maximum Funds.** The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources, including the Funds, towards



the Project exceeds 50% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;

- (c) if the Province's total contribution from all provincial sources, including the Funds, but excluding the Ontario Community Infrastructure Fund – Formula Funding, towards the Project exceeds 25% of the Project's total Eligible Expenditures, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and
- (d) if the Total Financial Assistance received or due in respect of the total Project costs exceeds 100% of the total Project costs, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

**A.4.8 Disclosure of Other Financial Assistance and Adjustments.** The Recipient will inform the Province promptly of all financial assistance received for the Project.

**A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A.4.10 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project including, without limitation:

- (a) complete, diligent and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all the costs of the Project including, without limitation, unapproved expenditures and overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) the responsibility for undertaking, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

**A.4.11 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "**Shortfall**"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy

the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.12 Recipient's Request for Payment and Payment Procedures.** The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

**A.4.13 Project Incrementality.** The Recipient acknowledges that funding for the Project is conditional upon the Project meeting the definition of Project Incrementality.

**A.4.14 Retention of Contribution.** The Province will retain a minimum of 10% of the funding for the Project ("Holdback"). The Province will release the amount retained when:

- (a) the Recipient fulfils all of its obligations under the Agreement; and
- (b) the Parties have carried out a final reconciliation of all requests for payments and payments in respect of the Project and made any adjustments required in the circumstances.

**A.5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money including:
  - (i) by following its procurement policies when procuring goods, services or both, where the *Municipal Act, 2001* (Ontario) applies to the Recipient; and
  - (ii) by obtaining at least three written quotes where the estimated costs of the goods, services or both exceed \$25,000 and the *Municipal Act, 2001* (Ontario) does not apply to the Recipient.
- (b) comply to the extent applicable with:
  - (i) its policies and procedures; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including, without limitation, labour and human rights legislation; and
- (c) the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to inspect and audit the terms of any Contract, record and account respecting the Project and have free and timely access to the Project sites, facilities and any documentation, as contemplated pursuant to section A.7.3 (Inspection), are secured.

A.5.3 **Disposal.** The Recipient agrees that any disposal of Asset including, without limitation, the sale, lease, encumbrance or any other disposition of any Asset, will be in accordance with the terms and conditions provided for in Schedule “H” (Disposal of and Revenues from Assets).

#### **A.6.0 CONFLICT OF INTEREST**

A.6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A.6.2 **Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

A.6.3 **Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

#### **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

A.7.1 **Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reporting), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:
  - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles;
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project; and
  - (iii) the accounts, records and other documents described in paragraphs A.7.2(a)(i) and (ii) for at least seven years after the expiry or termination of the Agreement.

**A.7.3 Inspection.** The Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may, at the Province's or Canada's respective expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, Canada, any authorized representative, or independent auditor identified by the Province or Canada may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
- (b) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A.7.4 Disclosure.** To assist in respect of the rights provided for in section A.7.3 (Inspection), the

Recipient will disclose any information requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, and will do so in the form requested by the Province, Canada, any authorized representative, or any independent auditor identified by the Province or Canada, as the case may be.

- A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada any control whatsoever over the Recipient's records.
- A.7.6 **Auditor General (Ontario/Canada).** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to the *Auditor General Act* (Ontario) and the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.7 **Third Parties.** The Recipient shall coordinate access with any Third Party for the purpose of the inspections and audits described in section A.7.3 (Inspection).
- A.7.8 **Project Evaluation.** The Recipient agrees to conduct and submit to the Province or Canada, as applicable, Project-related information following the evaluation procedures provided for in Article F.1.0 (Project Evaluation).
- A.7.9 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.10 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware and that will compromise wholly, or in part, the Project.

## **A.8.0 COMMUNICATIONS REQUIREMENTS**

- A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support for the Project as provided for in Schedule "G" (Communications Protocol).

## **A.9.0 FIPPA, MFIPPA, AIA AND INFORMATION SHARING WITH CANADA**

- A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- A.9.3 **Access to Information Act.** The Recipient acknowledges that Canada is bound by the *Access to Information Act* (Canada) and that any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- A.9.4 **Information Sharing with Canada.** The Recipient acknowledges that the Province may:
- (a) request additional information from the Recipient including, without limitation, information for the purpose of any determination under Article A.30.0 (Environmental Assessment) and Article A.31.0 (Aboriginal Consultation); and
  - (b) share any information it receives from the Recipient pursuant to the agreement with Canada.
- A.9.5 **Open Data.** The Recipient agrees that the Province may publicly release the Agreement and any Reports submitted under the Agreement, whether in hard copy or in electronic form, on the internet or otherwise.

#### **A.10.0 INDEMNITY**

- A.10.1 **Indemnification of the Province and Canada.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, expenses (including legal, expert, and consultant fees), causes of action, actions (whether in contract, tort, or otherwise), claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to, loss, or destruction of property, economic loss, or infringement of rights caused by, in any way arising out of (whether directly or indirectly), in connection with the Project, or otherwise in connection with the Agreement (collectively, "Action"), unless such Action is solely caused by the negligence or wilful misconduct of an Indemnified Party in the performance of his or her duty.
- A.10.2 **Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.10.3 **Province's Election.** The Province or Canada, or both, may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement or Canada under the Bilateral Agreement, at law or in equity. The Recipient, Canada or the Recipient, as applicable, participating in the defence will do so by actively participating with the other's counsel.

- A.10.4 **Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the Province's or Canada's, as applicable, prior written approval or waiver for this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 **Recipient's Co-operation.** If the Province or Canada conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province or Canada, as applicable, to the fullest extent possible in the proceedings and any related settlement negotiations.
- A.10.6 **Province and Canada Limitation of Liability.** The Province and Canada, respectively, will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any reduction or termination of funding in response to the reduction of any appropriation or departmental funding levels in respect of transfer payments, CWWF or otherwise, as evidenced by any appropriation act or the provincial or federal Crown's main or supplementary estimates expenditures.

#### **A.11.0 INSURANCE**

- A.11.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence and policy aggregate. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30-day written notice of cancellation.
- A.11.2 **Proof of Insurance.** The Recipient will:
- (a) provide to the Province, either:
    - (i) certificates of insurance that confirm the insurance coverage as provided in section A.11.1 (Recipient's Insurance); or

- (ii) other proof that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance); and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

#### **A.12.0 TERMINATION ON NOTICE**

- A.12.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.
- A.12.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
  - (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
    - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.12.2(b); and
    - (ii) subject to section A.4.7 (Maximum Funds), provide Funds to the Recipient to cover such costs.

#### **A.13.0 TERMINATION WHERE NO APPROPRIATION OR FUNDS FROM CANADA**

- A.13.1 **Termination Where No Appropriation or Funds from Canada.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature or funds from Canada, as applicable, for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.
- A.13.2 **Consequences of Termination Where No Appropriation or Funds from Canada.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation or Funds from Canada), the Province may take one or more of the following actions:
- (a) cancel all further instalments of Funds;



- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.13.2(b).

**A.13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A.14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

**A.14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did

not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A.14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as provided for in the Notice.

## **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A.16.0 FUNDS UPON EXPIRY**

A.16.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A.17.0 REPAYMENT**

A.17.1 **Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A.17.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A.17.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A.17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address provided for in Schedule "B" (Project Specific Information) for the contact information for the purposes of Notice to the Province.

A.17.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

#### **A.18.0 NOTICE**

A.18.1 **Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email,

postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

**A.18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A.18.3 Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

#### **A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A.19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

#### **A.20.0 SEVERABILITY OF PROVISIONS**

**A.20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

#### **A.21.0 WAIVER**

**A.21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

#### **A.22.0 INDEPENDENT PARTIES**

**A.22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

#### **A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A.23.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

#### **A.24.0 GOVERNING LAW**

- A.24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

#### **A.25.0 FURTHER ASSURANCES**

- A.25.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

#### **A.26.0 JOINT AND SEVERAL LIABILITY**

- A.26.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, the Recipient agrees that, and will require the same of each entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

#### **A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

- A.27.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

#### **A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A.29.0 SURVIVAL**

**A.29.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), 3.0 (Amending the Agreement), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.6 (Interest), A.5.3 (Disposal), A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General (Ontario/Canada)), A.7.7 (Third Parties), A.7.8 (Project Evaluation), and A.7.9 (Calculations), Article A.8.0 (Communications Requirements), A.10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation or Funds from Canada) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d),(e), (f), (g) and (h), Articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), Articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), A.28.0 (Failure to Comply with Other Agreements), and A.29.0 (Survival).

**A.30.0 ENVIRONMENTAL ASSESSMENT**

**A.30.1 Responsibility of Federal/Responsible Authority.** Without limitation to the Recipient’s obligations for compliance with Environmental Laws and for greater clarity, the Recipient agrees to ensure that the responsibility of the federal authority or responsible authority, or both, under the *Canadian Environmental Assessment Act, 2012* and applicable

agreements between Canada and Aboriginal groups are met and continues to be met to Canada's satisfaction.

- A.30.2 **Funding Conditional upon Meeting Environmental Assessment Requirements.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada or both, as applicable, being satisfied that the requirements under this Article (Environmental Assessments) have been met.

#### **A.31.0 ABORIGINAL CONSULTATION**

- A.31.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).
- A.31.2 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** The Recipient agrees that the funding under the Agreement is conditional upon the Province or Canada, or both, being satisfied that their respective obligations with respect to the legal duty to consult and, if applicable, accommodate Aboriginal Communities have been met.

#### **A.32.0 DISPUTE RESOLUTION**

- A.32.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.
- A.32.2 **Examination by the Parties.** The Parties agree, if a contentious issue arises, to refer the contentious issue to senior officials of both Parties for examination.
- A.32.3 **Potential Dispute Resolution by the Parties** The Parties agree that the Parties will, in good faith, reasonably attempt to resolve potential disputes as soon as possible and, in any event, within 90 Business Days of receipt of a Notice of a contentious issue.
- A.32.4 **Exploration of Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.32.5 **Suspension of Payments.** Any payments related to any contentious issue or dispute raised by either Party may be suspended by the Province, together with the obligations related to such issue, pending resolution.

#### **A.33.0 SPECIAL CONDITIONS**

- A.33.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement and naming municipal signing officers for the Agreement;
  - (ii) the certificate of insurance or other proof as the Province may request pursuant to section A.11.2 (Proof of Insurance);
  - (iii) the necessary information, including a void cheque or a bank letter, to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iv) a duly executed CWWF attestation form, substantially in the form of the Clean Water and Wastewater Funds (CWWF) Attestation Form attached as Schedule "K" (Form of Clean Water and Wastewater (CWWF) Attestation Form), as evidence that the Project meets the definition of Project Incrementality.
- (b) prior to submitting a request for payment under the Agreement, the Recipient providing the Province with written confirmation that the Recipient,
  - (i) is in compliance with the Environmental Laws, including the Recipient's obligation under Article A.30.0 (Environmental Assessment), and obtained all necessary approvals and permits;
  - (ii) has, if applicable, met the requirements under Article A.31.0 (Aboriginal Consultation); and
  - (iii) has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
    - 1. each of the land-owners upon which the Project is carried out, if the Recipient does not own the land on which the Project is carried out; and
    - 2. each of the Recipient's partners, if any, the Recipient indicated in its application have agreed to maintain the Project.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.33.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).



**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION**

<b>Maximum Funds</b>	<b>\$ 1,678,368.00</b>
<b>Expiry Date</b>	March 31, 2021
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Clean Water and Wastewater Fund</b></p> <p><b>Address:</b> Inter-governmental Policy Branch Ministry of Infrastructure 900 Bay Street Mowat Block, 5th Floor Toronto, Ontario M7A 1C2</p> <p><b>Phone:</b> 647-287-7897</p> <p><b>Fax:</b> 416-325-7871</p> <p><b>Email:</b> Luke.Hillan@ontario.ca <b>Cc :</b> <a href="mailto:CWWF@infrastructureontario.ca">CWWF@infrastructureontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

<b>Representative of the Province for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position: Manager, Inter-governmental Policy Branch</b>
<b>Authorized representative of the Recipient for the purpose of sections C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines) and D.6.2 (Amending Agreement for Minor Changes to the Reporting)</b>	<b>Position:</b>
<b>Contact Information for the authorized representative of the Recipient organization to respond to requests from the Province related to the Agreement</b>	<b>Name:</b>  <b>Position:</b>  <b>Address:</b>  <b>Phone:</b>  <b>Fax:</b>  <b>Email:</b>

**SCHEDULE “C”  
PROGRAM FUNDING REQUEST**

**C.1.0 PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.1.1 **Project Description.** The Recipient will carry out the Project described in Sub-schedule “C.1” (Project Description, Budget and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out the Project within the Budget and Timelines described in Sub-schedule “C.1” (Project Description, Budget and Timelines) and in alignment with the Sub-project Cost Breakdown described in Sub-schedule “C.2” (Sub-project Cost Breakdown).

**C.2.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET AND TIMELINES**

- C.2.1 **Minor Changes to the Project Description, Budget and Timelines.** Subject to section C.2.2 (Amending Agreement for Minor Changes to the Project Description, Budget and Timelines), the Parties agree that minor changes, as determined by the Province at its sole discretion, may be made to the Project description, Budget and Timelines.
- C.2.2 **Amending Agreement for Minor Changes to the Project Description, Budget and Timelines.** Any change made to the Project description, Budget and Timelines, pursuant to section C.2.1 (Minor Changes to the Project Description, Budget and Timelines), must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

**SUB-SCHEDULE “C.1”**  
**PROJECT DESCRIPTION, BUDGET AND TIMELINES**

Unique Project ID	Project Location	Project Title	Project Description	Forecasted Start Date	Forecasted End Date	Total Eligible Cost	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)
TEC-001	Tecumseh, Town of	Sanitary Sewer Collection System Rehabilitation Project	<p>This project involves the renewal and rehabilitation of approximately 30,000 linear meters of sanitary sewer pipe, 500 manholes and the rehabilitation of approximately 500 sanitary sewer service connections. The work generally consists of: 1. Camera inspections of the sewer pipes to identify: pipe condition; pipe defects; and sources of inflow and infiltration using trenchless technology. 2. Flushing and cleaning debris from the sanitary sewer pipes and service connections to facilitate leak testing and repair using trenchless technology. 3. Pressure testing, smoke testing and sealing of: mainline joints, cracked or otherwise leaking pipes, tee connections, clean outs, risers and sanitary service connections using innovative trenchless technology. 4. Structural repairs of sanitary sewer pipes where required using innovative trenchless technology. 5. Sealing leaks in manholes using rain shields, chemical sealants and latest technology. 6. Repairs and improvements to the Cedarwood (Gauthier) Sanitary Sewer Pumping Station.</p>	April 17, 2017	March 31, 2018	\$ 2,237,824.00	\$ 1,118,912.00	\$ -	\$ 559,456.00	\$ 559,456.00	\$ -

**SUB-SCHEDULE "C.2"**  
**SUB-PROJECT COST BREAKDOWN**

Name of Recipient:		Tecumseh, Town of			
Unique Project ID:		TEC-001			
Project Title:		Sanitary Sewer Collection System Rehabilitation Project			
Project Timeline:		Start Date:	4/17/2017		
		Completion Date:	3/31/2018		
	Description	Recipient's Project Budget (Net of HST)	Cost Eligibility		Comments
			Eligible	Ineligible	
<b>A</b>	<b>LAND</b>				
1	Land Purchase	-		-	
<b>B</b>	<b>CONSTRUCTION</b>				
1	Construction	-	-		
2	Owner Supplied Materials/Equipment	-	-		
3	Other Materials (e.g. permanent software, IT systems)	-	-		
4	Construction Contingency	-	-		
<b>C</b>	<b>FF&amp;E</b>				
1	Loose Furniture & Equipment	-		-	
<b>D</b>	<b>CONSULTANTS/ PROFESSIONAL</b>				
1	Feasibility Study/ Design Study/ EA	-	-		
2	Design Engineering / Consultant	-	-		
3	Other Consultants	-	-		
4	Consultants Contingency	-		-	
<b>E</b>	<b>ADMIN</b>				
1	Insurances not covered Under Construction Contract	-	-		
2	Internal Staff Time (directly related to Project)	-	-		
3	Project Signage/ Communications (if not incl. in construction)	-	-		
4	Other Fees (legal, loan interest, bank charges, municipal, real estate)	-		-	
5	Contingency	-		-	
<b>F</b>	<b>Sub Total</b>	-	-	-	
<b>G</b>	<b>Non Rebated HST on Eligible Costs<sup>1</sup></b>	-	-		
<b>H</b>	<b>Rebated HST on Eligible Costs plus HST on Ineligible Costs<sup>1</sup></b>	-		-	
<b>I</b>	<b>PROJECT TOTAL (F+G+H)</b>	-	-	-	

## SCHEDULE “D” REPORTING

### D.1.0 REPORTING

- D.1.1 **Types of Reports.** The Recipient will submit Progress Reports, Outcomes Reports and a Final Progress Report to the Province for the Project as required and within the timelines in Schedule “J” (Request for Payment and Payment Procedures).
- D.1.2 **Description of Reports.** The Progress Reports and Final Progress Report are described in Article D.2.0 (Progress Reports and Final Progress Report) and the Outcomes Reports are described in Article D.3.0 (Outcomes Progress Reports).

### D.2.0 PROGRESS REPORTS AND FINAL PROGRESS REPORT

- D.2.1 **Format and Information for Progress Reports and Final Progress Report.** The Recipient will submit to the Province each Progress Report and Final Progress Report in a format acceptable to the Province. Also, each Progress Report and Final Progress Report will include the information described in the template below. For greater clarity, references to “Project/project” in the template below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with templates the Province has received from Canada pursuant to the Bilateral Agreement.

Project Information				
Claim No.	Unique Project ID	Recipient Legal Name	Project Title	Project Description

Financial Information						
Total Project Cost	Total Eligible Expenditures	Program Contribution (Eligible Expenditures)	Other Federal Contributions (Eligible Expenditures)	Provincial Contribution (Eligible Expenditures)	Municipal Contribution (Eligible Expenditures)	Other Contribution (Eligible Expenditures)

Progress Information				
Federal Signage Installed (Y/N)	Forecasted Start Date (Updated from Project List) (MM/DD/YYYY)	Forecasted End Date (Updated from Project List) (MM/DD/YYYY/MM/DD)	Actual Start Date (MM/DD/YYYY)	Actual End Date (MM/DD/YYYY)

Progress Information	Risk Assessment
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Progress Towards Completion (%)	Project Complete? (Y/N)	Progress Note	Risk Factors (Updated from Project List)	Mitigation Measures

Claims Information				
Total Incurred Eligible Expenditures to Date	Total Claimed to Date (Including current claim)	Program (i.e. Federal) Contribution (Including current Claim)	Provincial Contribution (Including current Claim)	Amount Claimed

**D.2.2 Additional Information for Progress Reports and Final Progress Reports.** In addition to the information described in section D.2.1 (Format and Information for Progress Reports and Final Progress Reports), the Recipient will provide the Province for each Progress Report and Final Progress Report an attestation in a format acceptable to the Province, signed by a delegated/authorized senior official of the Recipient, that confirms that the:

- (a) Project has been completed (Final Progress Report only);
- (b) Federal and Provincial funding was spent on Eligible Expenditures in accordance with the terms and conditions of the Agreement (Final Progress Report only);
- (c) Since the date of the last disbursement, if any, the Recipient has expended funds on Project, and all amounts claimed have been incurred and are true and correct;
- (d) All costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- (e) The amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved project, does not exceed the allocated federal and provincial portions of the grant for that eligible project(s);
- (f) The proceeds of the requested disbursement will be applied to one or more of the Project in accordance with the project budget and will not be applied to any other purposes;

- (g) The Project to which these funds will be applied have been procured in accordance with the principal of open, fair and transparent and provides value for money;
- (h) All records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- (i) The Recipient has complied, or with the acknowledgment of the Province, is complying, with respect to Duty to Consult with respect to the project(s) identified by the Province.

### **D.3.0 OUTCOMES PROGRESS REPORTS**

**D.3.1 Format and Information for Outcomes Progress Reports.** The Recipient will submit to the Province each Outcomes Progress Report in a format acceptable to the Province. Also, each Outcomes Progress Report will include the information described below in paragraph D.3.1 (a) (Baseline Data (2015) Template) for the first Progress Report and for all other Outcomes Progress Reports.

#### **(a) Baseline Data (2015) Template**

The Recipient will provide the baseline data for the performance indicators identified below as applicable to the Province for the first Progress Report. For greater clarity, references to “Project/project” in the table below refer to “Sub-project” as defined in the Agreement. The use of the term “Project/project” is for consistency with tables the Province has received from Canada pursuant to the Bilateral Agreement.

<b>Outcome</b>	<b>CWWF Performance Indicator</b>
Improved reliability	Average % decrease in unplanned service interruptions per month (not related to weather)
	Average % decrease in volume of water leakage and/or infiltration that can be attributed to funded investments
Improved efficiency	Total estimated kilowatt-hours saved as a result of funded investments
	Average Life Cycle Cost of applicable water treatment systems after construction
	Average Life Cycle Cost of applicable wastewater treatment and stormwater systems after construction
Improved rehabilitation	Percentage of assets that have increased their physical condition rating (as per reporting guideline) as a result of funding



	Average number of years of useful life remaining on applicable wastewater treatment and collection components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable storm water components, extended as a result of funded investments
	Average number of years of useful life remaining on applicable water treatment and distribution components, extended as a result of funded investments
Funded plans are being implemented	Number of funded water treatment plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
	Number of funded wastewater plans and studies that have resulted in identified capital projects that are either included in capital planning documents with associated funding or that are in the process of being implemented
Safer drinking water	Number of water treatment facilities that have improved water quality as a result of funded investments
	Number of drinking water systems that have eliminated a boil water advisory as a result of funded investments
	Number of water treatment systems that have met or exceeded applicable regulations and guidelines as a result of funding
Cleaner wastewater and stormwater	Number of applicable wastewater systems by treatment level (no treatment, Primary, Secondary, Tertiary) after end of construction
	Number of systems that have improved the quality of wastewater effluent or storm water discharge as a result of funded investments
	Number of wastewater systems that have met or exceeded applicable regulations and guidelines as a result of funding
Projects are incremental	Total value of capital expenditures for water and wastewater system projects for 2016
	Total value of capital expenditures for water and wastewater system projects for 2017

#### **D.4.0 ABORIGINAL CONSULTATION RECORD**

**D.4.1 Inclusion of Aboriginal Consultation Record.** The Recipient agrees to include, if consultation with Aboriginal Communities is required, in its Progress Reports any Aboriginal Consultation Record.

#### **D.5.0 RISK ASSESSMENT**

- D.5.1 **Further Details on Risk Assessment.** Upon the Province written request and at the sole discretion of the Province, the Recipient will provide further details on the risk assessment it provides in any of its Sub-project Progress Report.

#### **D.6.0 CHANGES TO SCHEDULE “D” (REPORTING)**

- D.6.1 **Minor Changes to the Reporting.** Subject to section D.6.2 (Amending Agreement for Minor Changes to the Reporting), the Parties agree that minor changes to this Schedule “D” (Reporting), as determined by the Province at its sole discretion, may be made.
- D.6.2 **Amending Agreement for Minor Changes to the Reporting.** Any change made to this Schedule “D” (Reporting), pursuant to section D.6.1 (Minor Changes to the Reporting), must be documented through a written agreement duly executed by the representatives of the Parties listed in Schedule “B” (Project Specific Information).

## SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

### E.1.0 DEFINITIONS

E.1.1 **Definitions.** For the purposes of this Schedule “E” (Eligible Expenditures and Ineligible Expenditures):

“**Eligible Investments**” means the Eligible Investments described in section E.2.2 (Eligible Investments).

“**Ineligible Expenditures**” means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in this Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

### E.2.0 ELIGIBLE EXPENDITURES AND ELIGIBLE INVESTMENTS

E.2.1 **Eligible Expenditures Date of Effect.** Eligible Expenditures can begin to accrue as of April 1, 2016.

E.2.2 **Eligible Investments.** The following are Eligible Investments:

- i. Capital projects for the rehabilitation of water treatment and distribution systems, and wastewater and storm water collection, conveyance and treatment systems;
- ii. Separation of existing combined sewers and/or combined sewer overflow control;
- iii. Initiatives that support system optimization and improved asset management including studies and pilot projects related to innovative and transformative technologies;
- iv. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements; and
- v. New construction projects, including the construction of naturalized systems for management and treatment of wastewater and storm water, if the projects will be completed within the program timeframe.

### E.2.3 Scope of Eligible Expenditures.

Eligible Expenditures include only the following:

- i. All costs considered by Province to be direct and necessary for the successful implementation of an eligible Project, excluding those identified under section E.3.0 (Ineligible Expenditures); including:
  - a. Environmental assessment costs
  - b. Engineering costs, including tendering and contract administration

- i. Feasibility studies, detailed design or pilot projects that support system optimization and/or asset management.
    - ii. Design and planning for upgrades to wastewater treatment infrastructure to meet federal regulatory requirements.
  - c. Project management costs
  - d. Material costs
  - e. Construction costs
  - f. Contingency costs (maximum 15% - calculation excludes professional fees)
- 
- ii. Costs of Aboriginal consultation, and where appropriate, accommodation;
  - iii. Cost incurred between April 1, 2016 and March 31, 2018;
  - iv. Costs incurred between April 1, 2016 and March 31, 2019 only for those projects where Canada and the Province have approved a Project end date beyond March 31, 2018; and
  - v. Cost of construction carried out in-house by a Recipient, where the Recipient must, upon request by the Province, provide evidence that demonstrates the costs of construction are at fair market value which is defined as the amount of consideration that would be agreed upon in an arms-length transaction between knowledgeable, willing parties who are under no compulsion to act.

### **E.3.0 INELIGIBLE EXPENDITURES**

**E.3.1 Scope of Ineligible Expenditures.** Unless a cost is considered an Eligible Expenditure pursuant to section E.2.3 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.3.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.3.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Expenditures:

- i. Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2018, subject to section E.2.3(iv);
- ii. Costs incurred for cancelled projects;
- iii. Land acquisition; leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the project; real estate fees and related costs;
- iv. Financing charges, legal fees and loan interest payments, including those related to easements (e.g. surveys);
- v. Any goods and services costs which are received through donations or in kind;
- vi. Provincial sales tax and Goods and Services Tax/Harmonized Sales Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- vii. Costs associated with operating expenses and regularly scheduled maintenance work;

- viii. Movable/transitory assets (i.e. portable generators, etc.) that are not part of a larger Project;  
and
- ix. Costs of completing the CWWF submission.

**E.3.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation, including the Project Evaluation, and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget and are beyond the scope of section E.2.3(v);
- (e) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (f) carrying costs incurred on the funding share of any funding partner other than the Province;
- (g) costs associated with Recipient staff travel and any Third Party;
- (h) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (i) legal costs incurred by the Recipient; and
- (j) Recipient's upgrades not expressly approved by the Province;

**E.3.3 Costs Over and Above Project Scope.** Activities undertaken as part of the Project that are over and above the scope of the Project will not be funded under the Agreement. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) design enhancements over and above those that are described for the Project.

## **SCHEDULE “F” EVALUATION**

### **F.1.0 PROJECT EVALUATION**

- F.1.1 **Recipient’s Participation in Project Evaluation.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in an evaluation of the Program or CWWF, or both, during and after the Term. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for the purpose of the evaluation.
- F.1.2 **Results of Project Evaluation(s).** The result of the Project evaluation(s) carried under section F.1.1 (Recipient’s Participation in Project Evaluation) will be made available to the public.

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

### G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Communications Activities**” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials.

“**Joint Communications**” are events, news releases, and signage that relate to the promotion of the Program, CWWF or Project and are collaboratively developed and approved by Canada, Ontario and the Recipient, and are not operational in nature.

### G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement with respect to Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous, consistent and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

### G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed that the Project helps improve their quality of life and about its benefits.

G.3.2 **Factors to Consider.** The Communications Activities undertaken to recognize funding under the Agreement will take into account the financial value and duration of the Project and the feasibility of Joint Communications for Communications Activities.

G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province and Canada.

- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.

#### **G.4.0 JOINT COMMUNICATIONS**

- G.4.1 **Subject Matter.** The Parties and Canada will have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications related to the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of Canada's Contribution.** All Joint Communications material will be approved by the Province and Canada, and will recognize Canada and the Province's contribution under Schedule "A" (General Terms and Conditions) or the Total Financial Assistance, or both, received for the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will follow the *Table of Precedence for Canada* as applicable.

#### **G.5.0 INDIVIDUAL COMMUNICATIONS**

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada has the right to communicate information to Canadians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through its own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general CWWF messaging and an overview of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities



related to the Project and if web- or social-media based, from linking to it. Canada has also agreed, in the Bilateral Agreement, to the above.

- G.5.3 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

#### **G.6.0 OPERATIONAL COMMUNICATIONS**

- G.6.1 **Responsibility of Recipient.** The Province and the Recipient are solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

#### **G.7.0 MEDIA RELATIONS**

- G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the CWWF.

#### **G.8.0 SIGNAGE**

- G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution to the Project.
- G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada and the Province, the Recipient will produce and install signs to recognize funding at the Project site in accordance with current federal and provincial signage guidelines. Federal and provincial sign design, content, and installation guidelines will be provided by Canada and/or the Province.
- G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it will recognize Canada's and the Province's contribution and be approved by Canada and the Province.
- G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations.
- G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

- G.8.6 **Size of Sign.** If erected, signage recognizing the federal and provincial CWWF contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
- G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.
- G.8.8 **Recognition in Documents.** In the case of Projects where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's financial contribution received for the Project.

#### **G.9.0 COMMUNICATING WITH RECIPIENT**

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

#### **G.10.0 ADVERTISING CAMPAIGNS**

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign related to the Agreement or the Project. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the sponsoring Party or Canada will inform the other Party or Canada of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”  
DISPOSAL OF AND REVENUES FROM ASSETS**

**H.1.0 DEFINITIONS**

H.1.1. **Definitions.** For the purposes of this Schedule “H” (Disposal of and Revenues from Assets):

“**Fiscal Year**” means the period beginning April 1 of a year and ending March 31 of the following year.

“**Local Government**” means a single-tier, lower-tier or upper-tier municipality established by or under an Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

**H.2.0 DISPOSAL OF ASSETS**

H.2.1 **Repayment.** Subject to section H.2.2 (Reinvestment), the Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of five years from the Expiry Date, the Recipient proposes to sell, lease, encumber or use any Asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any Asset purchased, acquired, constructed, repaired, rehabilitated, renovated or improved, in whole or in part, with Funds, other than to Canada, the Province, a Crown agent of the Province or Canada, or a Local Government or, with the Province’s written consent, any other entity. Upon disposition, unless the Province otherwise consents in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province’s contribution, in the proportion set out below:

<b>Where Asset sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:</b>	<b>Return of Funds (in current dollars)</b>
Up to five years after the Expiry Date	100%
More than five years after the Expiry Date	0%

H.2.2 **Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any Asset, directly or indirectly, during the five year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the

repayment provided for in section H.2.1 (Repayment) and with the Province's prior written consent, reinvest the proceeds from the disposal into the replacement asset.

### **H.3.0 REVENUES FROM ASSETS**

H.3.1 **Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any Asset is used in a way that, in the Fiscal Year, revenues generated from the Asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the Asset. This obligation will apply only to the first five complete Fiscal Years following the Expiry Date.

### **H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE**

H.4.1 **Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

## SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

### I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**” includes First Nation, Métis and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

“**Aboriginal Consultation Record**” means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

### I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient to, in consultation with the Province or Canada, or both, develop and comply with an Aboriginal consultation plan (“**Aboriginal Consultation Plan**”).

I.2.2 **Procedural Aspects of Consultation.** If consultation with an Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, provide the Recipient with an initial list of the communities the Recipient may consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the Province’s or Canada’s sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

### I.3.0 ABORIGINAL CONSULTATION RECORD

- I.3.1 Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.4.1 (Inclusion of Aboriginal Consultation Record).

**I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

- I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

- I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

## SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

### J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient for each Sub-project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

### J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The Recipient agrees that the procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment the Recipient submits to the Province under the Agreement.

J.1.2 **Diligent and Timely Manner.** The Recipient agrees to submit its requests for payment to the Province in a diligent and timely manner.

### J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient agrees to submit a Sub-project request for payment for Eligible Expenditures to the Province, at a minimum, semi-annually. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form, using the form provided in Sub-schedule “J.1” (Form of Request for Payment Form), fully and accurately completed;
- (b) for each request for payment, except for the Final Payment, a certification, using the form of certificate provided in Sub-schedule “J.2” (Form of Certificate from Recipient), by an authorized senior official of the Recipient;
- (c) for each request for Final Payment, a Declaration of Sub-project Completion, using the form provided in Sub-schedule “J.3” (Form of Declaration of Sub-project Completion), by an authorized senior official of the Recipient;
- (d) for each request for Final Payment for new and expansion Sub-projects, if applicable in the opinion of the Province, a certification, using the form of certificate provided in Sub-schedule “J.4” (Form of Certificate from Professional Engineer), by a professional engineer;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by

the authorized senior official of the Recipient or professional engineer, or both, for the certification or declaration, as applicable, in paragraphs J.3.1 (b), (c) and (d);

- (f) for each request for payment, except for the Final Payment, a Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (g) for each request for Final Payment, a Final Progress Report and an Outcomes Progress Report, acceptable to the Province, for the period to which the request for payment relates; and
- (h) such other information as the Province may request.

**J.3.2 Submission of Documents and Reports.** The reports and documents listed in section J.3.1 (Timing, Reports and Documents) shall be submitted to the Province at the following address:

Clean Water and Wastewater Fund  
Infrastructure Ontario  
1 Dundas Street West, Suite 2000  
Toronto, Ontario M5G 1L5  
Fax: 416-392-1906  
Email: CWWF@infrastructureontario.ca

#### **J.4.0 PAYMENTS**

**J.4.1 Payment by the Province.** Subject to the Province receiving the necessary annual appropriation from the Ontario Legislature or funds from Canada, or both, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

#### **J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS**

**J.5.1 Timing.** The Recipient will submit all requests for payment prior to March 31st, 2019.

**J.5.2 No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after September 31<sup>st</sup>, 2019.

#### **J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS**

**J.6.1 Final Reconciliation and Adjustments.** Following delivery of the completed Declaration of Sub-project Completion, confirming achievement of Sub-project Completion, and the



Final Progress Report and final Outcomes Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of the Sub-project and make any adjustments required in the circumstances.

#### **J.7.0 HOLDBACK**

J.7.1 **Holdback.** For each Sub-project, the Province may pay to the Recipient up to 90% of its contribution under the Agreement prior to final adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments). Subject to paragraph A.4.1 (a), the remaining 10% of the Province's contribution (the "Holdback") will be paid when the final reconciliation and all adjustments are made in accordance with Article J.6.0 (Final Reconciliation and Adjustments), and in accordance with Article J.8.0 (Final Payment).

#### **J.8.0 FINAL PAYMENT**

J.8.1 **Final Payment.** Upon completion of the final reconciliation and all adjustments in accordance with Article J.6.0 (Final Reconciliation and Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement and paragraph A.4.2(c), to pay the Recipient the remainder of its contribution for the Sub-project together with the Holdback contemplated pursuant to Article J.7.0 (Holdback).

**SUB-SCHEDULE "J.1"**  
**FORM OF REQUEST FOR PAYMENT FORM**

**CLEAN WATER AND WASTEWATER FUND (CWWF) (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**REQUEST FOR PAYMENT FORM**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
<b>Address:</b>	1 Dundas Street West, Suite 2000
<b>Attention:</b>	Toronto, Ontario M5G 1L5
<b>Email:</b>	CWWF@infrastructureontario.ca
<b>Tel. No.</b>	1-844-803-8856
<b>Fax No.</b>	1- 416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	
Unique ID#:	
Project Claim #:	
Project Claim Amount:	
Period Covered by Claim:	

Claim Information															
Unique Project ID	Claim #1		Claim #2		Claim #3		Claim #4		Claim #5		Claim #6		Total Claims to Date		
	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Fed	Prov	Total
CWWF-001	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-002	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CWWF-003	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total	\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		

**SUB-SCHEDULE "J.2"**  
**FORM OF CERTIFICATE FROM RECIPIENT**  
**CLEAN WATER AND WASTEWATER (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM RECIPIENT**

<b>TO:</b>	Clean Water and Wastewater Fund - Infrastructure Ontario
<b>Address:</b>	1 Dundas Street West, Suite 2000
<b>Attention:</b>	Toronto, Ontario M5G 1L5
<b>Email:</b>	CWWF@infrastructureontario.ca
<b>Tel. No.</b>	1-844-803-8856
<b>Fax No.</b>	1-416-392-1906

**PROJECT INFORMATION:**

Recipient Name:	_____
Unique ID#:	_____
Project Claim #:	_____
Project Claim Amount:	_____
Period Covered by Claim:	_____

I, [insert Name], the treasurer of **[insert Recipient Name]**, hereby request that OILC make a disbursement to the **[insert Recipient Name]** in the principal sum of **\$XXX.XX**, said principal sum as calculated using attached Sub-project claim/report forms, as authorized by the CWWF Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, having made such inquiries as I deemed necessary for this certificate, hereby certify to the best of my knowledge, for and on behalf of the Recipient, on and as of the date set out below, as follows:

- a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
- b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;

- c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
- d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
- e. since the date of the last disbursement, if any, the Recipient has expended funds on the Sub-project(s), as noted on the attached claim/report forms, and all amounts entered on such forms have been incurred and are true and correct;
- f. all costs claimed have been accounted for in accordance with the Public Sector Accounting Standards in effect in Canada;
- g. the amount of the requested disbursement, when added to the aggregate amount of disbursements, if any, in respect of the Eligible Expenditures related to each approved Sub-project, does not exceed the allocated federal and provincial portions of the grant for that eligible Sub-project;
- h. the proceeds of the requested disbursement will be applied to one or more of the Sub-project(s) in accordance with the Sub-project budget and will not be applied to any other purposes;
- i. the Sub-project(s) to which these funds will be applied have been procured in accordance with the principle of open, fair and transparent and provides value for money;
- j. all records (including but not limited to contracts, invoices, statements, receipts, vouchers) are being retained in accordance with the requirements of the Agreement; and
- k. the Recipient has complied, or with the acknowledgment of the Province is complying, with respect to Duty to Consult with respect to project(s) identified by the Province.

**Recipient Financial Delegated Authority**

**FROM:**

Address:

Attention:

Email:

Tel. No.

Fax. No.

---

Signature

Date



**SUB-SCHEDULE "J.3"**  
**FORM OF DECLARATION OF SUB-PROJECT COMPLETION**  
**CLEAN WATER AND WASTEWATER FUND (ONTARIO)**  
**TRANSFER PAYMENT AGREEMENT**

**DECLARATION OF SUB-PROJECT COMPLETION**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:**

**[insert address of the Recipient's authorized representative]**

Attention: **[insert name and title of the Recipient's authorized representative]**

Email: **[insert email address of the Recipient's authorized representative]**

Telephone No.: **[insert telephone number of the Recipient's authorized representative]**

Facsimile No.: **[insert facsimile number of the Recipient's authorized representative]**

**RE:**

**Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement – Sub-project [insert the Sub-project unique ID and title]**

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In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the **[insert the legal name of the Recipient]** (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ **[insert name and title of the Recipient's authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under section A.33.1 (Special Conditions) of Schedule "A" (General Terms and Conditions) to the Agreement, and no Event of Default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Sub-project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Sub-project in compliance with the Agreement;
  - d. the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act;
  - e. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
    - i. has reached Sub-project Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Sub-project Completion Date**");
    - ii. was carried out by \_\_\_\_\_ **[insert the name of the prime contractor]**, between \_\_\_\_\_ **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
    - iii. was supervised and inspected by qualified staff;
    - iv. conforms with the plans, specifications and other documentation for the work;
    - v. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
    - vi. conforms with Schedule "C" (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing; and



- vii. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards.
- 2. Attached is the Request for Payment Form, which is true and accurate, and relates to costs on account of the Sub-project.
- 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
- 4. The value of substantially completed work on the Sub-project is \_\_\_\_\_  
**[insert the amount in Canadian dollars].**

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province’s contribution towards the Eligible Expenditures of the Sub-project **[insert the Sub-project unique ID and title].**

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

I have authority to bind the Recipient

**SUB-SCHEDULE “J.4”  
FORM OF CERTIFICATE FROM PROFESSIONAL ENGINEER  
CLEAN WATER AND WASTEWATER FUND (ONTARIO)  
TRANSFER PAYMENT AGREEMENT**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:**

Attention: Clean Water and Wastewater Fund - Infrastructure Ontario

Email: CWWF@infrastructureontario.ca

Telephone No.: 1-844-803-8856

Facsimile No.: 1-416-392-1906

**FROM:** [insert the address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Email: [insert the email address of the professional engineer]

Telephone No.: [insert the telephone number of the professional  
engineer]

Facsimile: [insert the facsimile number of professional engineer]

**RE:** Clean Water and Wastewater Fund (Ontario) Transfer Payment  
Agreement – Sub-project [insert the Sub-project unique ID and title]

---

In the matter of the Clean Water and Wastewater Fund (Ontario) Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure, and the [insert the name of the Recipient] (the “Recipient”), on \_\_\_\_\_, \_\_\_\_\_ (the “Agreement”).

I, \_\_\_\_\_ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I

**SOLICITOR-CLIENT PRIVILEGED & CONFIDENTIAL**  
**Final**

have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. the work for the Sub-project **[insert the Sub-project unique ID and title]**:
  - a. was carried out by **[insert the name of the prime contractor]**, between **[insert the start date]** and \_\_\_\_\_ **[insert the Sub-project Completion Date]**;
  - b. was supervised and inspected by qualified staff;
  - c. conforms with the plans, specifications and other documentation for the work;
  - d. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
  - e. has reached Sub-project Completion, as defined in the Agreement, on **[insert the date]** (the Sub-project Completion Date”);
  - f. conforms with Schedule “C” (Program Funding Request) to the Agreement, except as the Province has otherwise approved in advance and in writing;
  - g. conforms with the requirements provided for in paragraph A.4.10(d) of Schedule “A” (General Terms and Conditions) to the Agreement to comply with industry standards; and
  - h. if the Sub-project is a new or expansion project, can be completed by March 31, 2018, or by March 31, 2019 where pre-approval has been provided by the Province and Canada.

Declared at \_\_\_\_\_ (municipality/LSB/First Nations), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

**The Corporation of the Town of Tecumseh and Ontario CWWF TPA**

Page **62** of **63**

**SCHEDULE “K”  
FORM OF CLEAN WATER AND WASTEWATER FUND (CWWF)  
ATTESTATION FORM**

**[insert the name of the authorized senior official of the Recipient]**

**[insert the name of the Recipient]**

**[insert the address of the Recipient]**

I, **[insert name]**, attest that:

1. Federal funding will support only Eligible Expenditures and that the Projects on the Project List meet the provisions as specified in the Bilateral Agreement.
2. Project Incrementality has been met when one of the following conditions has been met:
  - i) The project would not otherwise have taken place in 2016-17 or 2017-18; and/or
  - ii) The project would not have been undertaken without federal funding.

This would include projects included in Ontario’s 2016 Budget or 2016 municipal budgets where projects require additional funding to proceed and/or accelerate.

3. My community owns the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (municipalities and Local Services Boards only); or

My community has care and control over the drinking water, wastewater or stormwater infrastructure asset presented in the Project List (Indigenous communities only).

4. The proposed project is a priority or contained within my comprehensive asset management plan (municipalities only).

My asset management plan can be found online here: \_\_\_\_\_ (link to plan).

Please describe how the project(s) will be consistent with or is part of your municipal asset management plan: \_\_\_\_\_.

Dated, this **[insert date]**.

\_\_\_\_\_  
Signature

**[insert name]**

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-61

Being a by-law to amend By-law No. 2003-91  
being a by-law to provide for the regulation,  
restriction and prohibition of the keeping and  
the running-at-large of dogs in the Town of  
Tecumseh

**WHEREAS** Sections 11 (1)9, 103 and 105 of the *Municipal Act 2001*, S.O. 2001, c. 25, provides that by-laws may be passed by councils of municipalities for prohibiting or regulating the keeping of animals; for regulating establishments for the breeding or boarding of animals or any class thereof; for determining the compensation for impounding animals; for requiring an owner of a dog to keep the dog leashed; for requiring an owner of a dog to remove forthwith excrement; for licensing and regulating and requiring the registration of dogs; and for prohibiting the running at large of dogs.

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh ("Town") adopted By-law No. 2003-91 on the 18<sup>th</sup> day of November, 2003, to provide for the regulation, restriction and prohibition of the keeping and the Running At Large of Dogs in the Town of Tecumseh (Dog Control By-law);

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

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

1. **THAT** Part 1 of the Dog Control By-law be amended by adding the following definitions:
  - (i) "Choke Collar", "Choke Chain", or "Prong Collar" means a collar that tightens, constricts, or pinches a dog's neck when tension is applied and may inflict pain or discomfort on an animal.
  - (ii) "Extreme Weather" means a cold warning, heat warning or other weather warning alert issued by Environment Canada for weather in the Town of Tecumseh, including, and not limited to, extreme cold or hot weather, snow storms, freezing rain, heavy rainfall, hurricanes, tornadoes and/or strong winds.
  - (iii) "Tethered" means the fastening of a rope, chain, cord or similar restraining device to a dog's collar or halter so that the animal can only range in an area limited to the length of such rope, chain, cord, or similar restraining device.

2. **THAT** Paragraph 4.12 and 4.14 of the Dog Control By-law are hereby repealed and replaced with the following:

#### **4.12 Out of door dog – weather proof enclosure and extreme weather**

No person shall allow a dog to remain outdoors during extreme weather unless the dog has access to shelter that will adequately protect the dog from the conditions.

Any person who owns an animal that is customarily kept outside shall at all times:

- (i) provide it with protection from the elements including harmful temperatures;
- (ii) provide a structurally sound, weatherproof, insulated shelter, of a size and design having regard for the animal's weight and type of coat;
- (iii) provide an enclosure which has sufficient space to allow the animal the ability to turn around freely and to easily sit, stand and lie in a fully extended position.

#### **4.14 Tethered Dog – length and restraining device**

No person shall keep a dog tethered on a rope, chain, cord or similar restraining device unless:

- (i) the tether shall be a minimum of three (3.0) meters in length, provided that the tether does not permit the dog to go beyond the limits of the dog owner's property;
- (ii) the dog has unrestricted movement within the range of such tether;
- (iii) the dog is not tethered for longer than four (4) hours per day (24-hour period);
- (iv) the dog has access to water, shade and shelter while tethered; and
- (v) the dog cannot injure itself as a result of tethering.

Notwithstanding the subsection above, no person shall keep a dog tethered where a choke collar, a choke chain or a prong collar forms part of the tether or a rope chain, cord or similar restraining device is tied directly around a dog's neck

3. **THAT** the following Paragraphs 4.15, 4.16 and 4.17 be added to the Dog Control By-law:

#### **4.15 Enforcement**

The Windsor/Essex Humane Society shall have the right to enforce all of the provisions of Part 4 of this By-law on its own volition and in its sole discretion.

#### **4.16 Vehicle – prohibited**

No person shall allow a dog to be outside the passenger cab of a motor vehicle on a roadway, regardless of whether the motor vehicle is moving or parked.

No person shall leave a dog unattended in a motor vehicle if the weather conditions are not suitable for containment of an animal.

A Police Officer and/or a By-law Enforcement Officer, who has reasonable grounds to believe that an animal left unattended in a motor vehicle is in imminent physical danger, may take steps to remove the animal from the vehicle and shall not be held liable for any damage to the vehicle by so doing.

**4.17 Transporting of Dog**

Notwithstanding the subsection above, a person may allow a dog to be outside the passenger cab of a motor vehicle, including riding in the back of a pick-up truck, or flatbed truck, if the dog is:

- (i) in a fully enclosed trailer;
- (ii) in a topper enclosing the bed area of the truck;
- (iii) contained in a ventilated kennel or similar device securely fastened to the bed of the truck; or
- (iv) securely tethered in such a manner that the dog is not standing on bare metal, cannot jump or be thrown from the vehicle, is not in danger of strangulation and cannot reach the outside edges of a vehicle.

- 4. **THAT** Schedule “A” of the Dog Control By-law is hereby repealed and replaced with Schedule “A” attached hereto and forming part of this By-law.
- 5. **THAT** this by-law shall come into force and take effect upon third and final reading.

**READ** a first, second and third time and finally passed this 12<sup>th</sup> day of September, 2017.

“SEAL”

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

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

**CORPORATION OF THE TOWN OF TECUMSEH**

**BY-LAW NUMBER 2017 –61**

Schedule “A” - Licence Fees  
Payable to the Treasurer

- |    |   |           |
|----|---|-----------|
| 1. | Dog Licence Fee:                        |           |
|    | (a) On or before March 31st.            | \$ 20.00  |
|    | (b) After March 31st.                   | \$ 35.00  |
| 2. | Kennel Licence Fee:                     |           |
|    | (a) On or before March 31 <sup>st</sup> | \$ 100.00 |
|    | (b) After March 31st                    | \$ 125.00 |
| 3. | Guide Dogs                              |           |
|    | (a) Guide Dogs January 1 to December 31 |           |
|    | i) Seeing eye Dog                       | No charge |
|    | ii) Hearing ear Dog                     | No charge |
| 4. | Miscellaneous                           |           |
|    | (a) Replacement tag                     | \$10.00   |
|    | (b) Transfer of Licence                 | No charge |



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017- 62

A By-law to govern the proceedings of Council and its committees/local boards, the conduct of its members and the calling of meetings.

**WHEREAS** pursuant to Section 238(2) of the Municipal Act, 2001, S.O. 2001, c.25, (Act) every Council and local board shall adopt a procedure by-law to govern the calling, place and proceedings of meetings;

**AND WHEREAS** Section 238(2.1) of the Act requires the procedure by-law to provide for public notice of meetings;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh adopted By-law No. 2008-69 on October 28, 2008 to provide for rules governing the order and procedure of and its Committees/Local Boards (Procedural By-law);

**AND WHEREAS** in accordance with recent amendments to the Act and the Municipal Elections Act, 1996, S.O. 1996 c.32, amendments to the Procedural By-law are in order;

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

**1. Definitions:**

For the purpose of this by-law the following definitions are applicable:

- a) "CAO" shall mean the Chief Administrative Officer of the Town of Tecumseh;
- b) "Chair" shall mean the person presiding over a Council Meeting, Committee Meeting or Meeting of a Local Board;
- c) "Clerk" shall mean the Clerk of the Town of Tecumseh and shall include a Deputy Clerk or anyone designated by the Clerk to carry out duties of the municipal Clerk;
- d) "Committee" means any advisory or other committee, subcommittee or similar entity appointed by Council and which one or more members are also a member of Council and includes the Committee of Adjustment;
- e) "Corporation" means the Corporation of the Town of Tecumseh;
- f) "Council" shall mean the Council of the Town of Tecumseh;
- g) "Head of Council", as Chief Executive Officer, means the Mayor;
- h) "Local Board" does not include Police Service Board or public library board;
- i) "Meeting" means any regular, special or other meeting of a Council, of a Local Board or of a Committee of either of them where:
  - a. A quorum is present and
  - b. Members discuss or otherwise deal with any matter in a way that materially advances the business or decision make of the Council, Local Board or Committee
- j) "Town" means the Corporation of the Town of Tecumseh;

- k) "Quorum" shall mean the majority of the whole number of the members of Council who are present in person. The quorum for the purpose of the Council of the Corporation of the Town of Tecumseh shall be 4 members of Council.

## **2. Scope**

The rules and regulations contained in this by-law shall be observed in all proceedings of the Council, Local Board and Committees and shall be the rules and regulations for the dispatch of the Order of Business by Council, Local Boards and its Committees.

## **3. Establishment - Committees - As Necessary**

- a) Council may appoint such standing, special and community Committees as are necessary or expedient for the orderly and efficient handling of the affairs of the Corporation and may establish generally or in detail the duties and responsibilities, composition, duration of a Committee established.
- b) The dates and times for meetings of Committees shall be established by resolution of Council.
- c) Notice of Committee meetings shall be posted on the Town's website and/or declared at a prior meeting of Council.

## **4. Meetings of Council**

### **a) Inaugural Meetings**

- i. The inaugural meeting of Council, after the 2018 regular election, shall be held on the first Tuesday in December at 7:00 pm in the Council Chambers of the Tecumseh Town Hall located at 917 Lesperance Road.
- ii. The inaugural meeting of Council, after the 2022 regular election and regular elections thereafter, shall be held on the first Tuesday that next follows November 15 at 7:00 pm in the Council Chambers of the Tecumseh Town Hall located at 917 Lesperance Road.
- iii. The Clerk shall call the inaugural meeting to order and chair the meeting until the Mayor-elect has taken the Oath of Office. The Mayor shall then assume the chair.

### **b) Regular Meetings**

After its inaugural meeting, the Council shall meet on the second and fourth Tuesday of every month during the year, at 7:00 p.m. at the Tecumseh Town Hall, located at 917 Lesperance Road, unless such day shall be a legal, public or civic holiday, in which case, the Council shall meet at the same hour the next following day which is not a legal, public or civic holiday and at the same place, or unless altered in the manner hereinafter provided.

c) **Altering of Regular Meetings**

- 1) Any regular meeting of the Council may be altered to a day named in:
  - i) A notice by the Mayor or Acting Mayor of Council given through the Clerk's office and two (2) clear days in advance of the regular meeting, or
  - ii) A by-law or resolution of Council passed by a majority of the whole number of the members thereof providing therefore;
- 2) Notice of the alteration shall be posted on the Town's website and/or declared at a prior meeting of Council and/or in accordance with the relevant provisions of the Act, as amended from time to time and/or any by-law by the Town specifying requirements for the giving of notice.

d) **Special Meetings**

- 1) The Mayor may at any time summon a special meeting on one (1) clear day's notice specifying the purpose of such meeting which shall be the sole business transacted thereat.
- 2) Upon receipt of a petition by the majority of the members of Council, the Clerk shall call a special meeting for the purpose and at the time mentioned in the petition.
- 3) Notice of the meeting to members of Council may be given by the Clerk through electronic communication, telephone or in person.
- 4) Notice to the public of the Special meeting shall be posted at the Town Hall and on the Town's website.

e) **Adjourned Meetings**

Unless otherwise determined by a resolution of Council, passed by a majority of the whole number of the members thereof, the Council shall adjourn at the hour of 11:00 p.m., if it is then in session, and shall reconvene at the hour, date and place determined in such resolution when the unfinished business of the preceding meeting shall be transacted, including any business that might have been transacted at such preceding meeting but was not for want of time or opportunity to do so.

f) **Closed Meetings**

- 1) All Council, Local Board and Committee meetings shall be open to the public;
- 2) Notwithstanding paragraph f(1) above, a meeting of Council or a Committee may be closed to the public if the subject matter being considered relates to:
  - i) The security of the property of the Corporation or a Local Board;
  - ii) Personal matters about an identifiable individual including

- municipal or Local Board employees;
  - iii) A proposed or pending acquisition or disposition of land by the Corporation or Local Board;
  - iv) Labour relations or employee negotiations;
  - v) Litigation or potential litigation including matters before administrative tribunals, affecting the Corporation or Local Board;
  - vi) A matter in respect of which the Council, Local Board, Committee or other body has authorized a meeting to be closed under another Act;
  - vii) Advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
  - viii) The consideration of a request under the *Municipal Freedom of Information and Protection of Privacy Act* while the Council, local board, commission, committee or other body is designated as the head of the institution for the purpose of that Act.
- 3) A meeting of a Council or Local Board or of a Committee or either of them may be closed to the public if the following conditions are both satisfied:
  - i) The meeting is held for the purpose of educating or training the members, and
  - ii) At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the Council, Local Board or Committee
- 4) Before all or part of a meeting is closed to the public, the Council or Committee shall state by resolution:
  - i) The fact of the holding of the closed meeting; and
  - ii) The general nature of the matter to be considered at the closed meeting.
- 5) Subject to subsection 2(f)(2), a meeting shall not be closed to the public during the taking of a vote;
- 6) A meeting may be closed to the public during a vote if:
  - i) Subsection 2(f)(2) permits or requires a meeting to be closed to the public and;
  - ii) The vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the Corporation, Local Board, Committee or persons retained by or under contract with the Corporation.
- 7) Meetings or sessions which are closed to the public may be referred to as 'in-camera' meetings or sessions.

## 5. **Role of Council**

It is the role of Council:

- a) to represent the public and to consider the well-being and interests of the municipality;
- b) to develop and evaluate the policies and programs of the Corporation;
- c) to determine which services the Corporation provides;
- d) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of Council;
- e) to ensure the accountability and transparency of the operations of the Corporation, including the activities of the senior management of the Corporation;
- f) to maintain the financial integrity of the Corporation; and
- g) to carry out the duties of Council under this or any other Act.

## 6. **Role of Head of Council**

It is the role of the Head of Council:

- a) to act as Chief Executive Officer of the Corporation;
- b) to preside over Council meetings so that its business can be carried out efficiently and effectively;
- c) to provide leadership to the Council;
- d) without limiting clause (c), to provide information and recommendations to the Council with respect to the role of Council described in subsection 5 (d) and (e);
- e) to represent the municipality at official functions; and
- f) to carry out the duties of the Head of Council under this or any other Act.

## 7. **Head of Council as Chief Executive Officer**

As Chief Executive Officer of the Corporation, the Head of Council shall:

- a) uphold and promote the purposes of the Corporation;
- b) promote public involvement in the Corporation's activities;
- c) act as the representative of the Corporation both within and outside the Town, and promote the Corporation locally, nationally and internationally; and
- d) participate in and foster activities that enhance the economic, social and environmental well-being of the Corporation and its residents.

In the absence of the Head of Council the Deputy Mayor will act as the Head of Council and while so acting, the Deputy Mayor has and may exercise all the rights, powers and authority of the Head of Council.

## 8. **Order of Proceedings at a Meeting of Council, Local Board or Committee**

### a) **When meeting is to be called to order**

As soon after the hour fixed for a meeting as a Quorum is present, the meeting shall be called to order.

b) **When meeting is NOT to be called to order**

Where a Quorum is not present within fifteen (15) minutes after the hour fixed for a meeting, the Clerk shall record the names of the members of Council or Committee present and the meeting shall stand adjourned until the next meeting.

c) **Order of Business: Council**

The Order of Business for the ordinary meetings of Council shall be as follows:

- 1) Call to Order
- 2) Moment of Silence
- 3) Roll Call & Disclosure of Pecuniary Interest
- 4) Minutes
- 5) Adoption of Supplementary Agenda
- 6) Delegations
- 7) Communications
- 8) Committee Minutes
- 9) Reports
- 10) By-laws
- 11) Unfinished Business
- 12) New Business
- 13) Motions
- 14) Notice of Motions
- 15) Next Meetings
- 16) Adjournment

All business shall be taken up in the Order of Business in which it stands, unless otherwise decided by Council.

d) **Order of Business – Special, Public and Closed meetings of Council**

The Order of Business for the ordinary meetings of Council shall be as follows:

- 1) Call to Order
- 2) Roll Call
- 3) Disclosure of Pecuniary Interest
- 4) Delegations
- 5) Communications
- 6) Reports
- 7) Adjournment

e) **Order of Business – Committees and Local Board**

The Order of Business for Committee and Local Board meetings shall be as follows:

- 1) Call to Order
- 2) Roll Call
- 3) Pecuniary Interest
- 4) Delegations
- 5) Communications
- 6) Reports
- 7) Unfinished Business
- 8) New Business
- 9) Next Meeting
- 10) Adjournment

All business shall be taken up in the Order of Business in which it stands, unless otherwise decided by Committee or Local Board.

f) **Delivery of Agendas**

- 1) The Clerk shall post on the municipal website notice for all Council, Committee and Local Board Meetings established by Council and such posting serves as notice of the Meeting to the public as required by the Act.
- 2) Prior to the first Meeting in January of each year the Clerk shall post on the Corporation's website the schedule for all regular Council Meetings for the calendar year.
- 3) The Clerk shall give at least twenty-four (24) hours' notice to the public of all special Meetings of Council, Committee and Local Board Meetings and post an agenda.
- 4) The Clerk shall post on the Corporation's website the full and complete agenda for each Council, Committee and Local Board Meeting not less than five (5) days in advance of the day appointed for holding the Meeting which posting may also serve as notice to the public of the Meeting.
- 5) Where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, the Clerk shall cause such notice to be published in a newspaper in addition to posting on the Corporation's website.
- 6) Where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, such notice shall be provided in the timeframe prescribed in the said statute, or its regulations, and if not so prescribed, notice shall be given at least four (4) calendar days prior to the proposed action being taken.
- 7) The Corporation's annual budget shall be adopted by by-law at a regular Council Meeting and the Clerk shall provide a minimum of four (4) days' notice by posting the notice on the municipal website and publishing the notice in a local newspaper. Normal operating costs incurred prior to the adoption of the annual budget shall not require notice, and approval of such expenditures shall be deemed ratified upon the adoption of the annual budget.
- 8) Unless otherwise prescribed, where notice of intention to pass a by-law or notice of a public Meeting is required to be given by statute, the form of the notice shall include the following information:
  - a. a description of the purpose of the meeting, or the purpose and effect of the proposed bylaw;
  - b. the date, time and location of the meeting;
  - c. where the purpose of the meeting or proposed by-law is related to specific lands within the municipality, a key map showing the affected lands; and
  - d. the name and address of the person who will receive written comments on the issue that is the subject of the meeting and the deadline for receiving such comments.

- 9) Nothing in this by-law shall prevent the Clerk from using more comprehensive methods of notice or providing for a longer notice period.
- 10) Lack of receipt of notice or failure to comply with the notice provisions of this by-law shall not invalidate the holding of the Meeting or any decision of Council or a Committee made at the Meeting.

**9. Conduct of Proceedings at a Meeting of Council or Committee**

**a) Presiding Officer**

It shall be the duty of the Mayor or Acting Mayor or Chair or the Chair of the Committee or of a Local Board:

- 1) To open the meeting of Council, Local Board or the Committee by taking the chair and calling the members to order;
- 2) To announce the business before the Council or Committee or Local Board in the order of which it is to be acted upon;
- 3) To receive and submit, in the proper manner, all motions presented by the members;
- 4) To put to vote all questions, which are regularly moved and seconded, or necessarily arise in the course of the proceedings, and to announce the result;
- 5) To decline to put to vote motions which infringe the rules of procedure;
- 6) To restrain the members, when engaged in debate, within the Rules of Order;
- 7) To enforce on all occasions the observance of order and decorum among the members;
- 8) To call by name any members persisting in breach of the Rules of Order of the Council or Committee or Local Board, thereby ordering him to vacate the Council or Committee chambers;
- 9) To receive and announce all messages and other communications and announce them to the Council or Committee or Local Board;
- 10) To authenticate, by his signature, when necessary, all by-laws, resolutions and minutes of the Council or Committee or Local Board;
- 11) To inform the Council, Local Board or Committee, when necessary or when referred to for the purpose, in a point of order or usage;
- 12) To select members of Council who are to serve on Committees or Local Board, after written submissions by members, which are to be delivered prior to the first meeting in each year;
- 13) To represent and support the Council or Local Board or Committee, declaring its will, and implicitly obeying its decisions in all things;



- 14) To ensure that the decisions of Council, Local Board or Committee are in conformity with the laws and by-laws governing the activities of the Council, Local Board or Committee;
- 15) To adjourn the meeting when the business is concluded;
- 16) To expel any person for improper conduct at a meeting;
- 17) To adjourn the meeting without question put in the case of grave disorder arising in the Council or Committee or Local Board chamber.

## 10. **Decorum**

No member shall:

- a) Disturb one another, or the Council or Committee or Local Board itself, by any disorderly deportment disconcerting to any member speaking;
- b) Resist the Rules of Order or disobey the decision of the Presiding Officer or of the Council or questions of order or practice or upon the interpretations of the Rules of Order of the Council or Committee or Local Board;
- c) Be permitted to retake his seat at any meeting after being ordered by the presiding officer to vacate, after committing a breach of any Rule of Order of the Council or Committee or Local Board, without making apology and obtaining the consent of Council or Committee or Local Board expressed by a majority vote of the other members present, determined without debate;
- d) Leave his place on adjournment until the Presiding Officer leaves the chair;
- e) Speak until he has addressed himself to the Presiding Officer;
- f) Walk across or out of the chamber or make any noise or disturbance when the Presiding Officer is putting a question and shall occupy his seat while a vote is being taken and until the result thereof is declared.

## 11. **Rules of Order**

### a) **The Presiding Officer**

In directing the course of debate, the Mayor, Acting Mayor or the Chair of the Local Board or Committee shall:

- 1) Designate the member who has the floor, when two or more members wish to speak;
- 2) Preserve order and decide questions of order;
- 3) Read all motions presented in writing and state all motions presented verbally before permitting debate on the question, except when otherwise provided in this by-law.

**b) Members**

In addressing the Council or Committee or Local Board, no member shall:

- 1) Speak disrespectfully of Her Majesty the Queen or any of the Royal Family, or of the Governor-General, Lieutenant-Governor or any member of the Senate, the House of Commons of Canada or the Legislative Assembly of Ontario;
- 2) Use indecent, offensive or insulting language in or against the Council or Committee or Local Board or any member thereof;
- 3) Speak beside the question in debate;
- 4) Reflect upon any prior determination of the Council or Committee or Local Board, except to conclude such remarks with a motion to rescind such determination;
- 5) Speak more than once to the same question, except:
  - i) upon the consideration of a report from a Committee to which it was referred by Council after being properly introduced and debated, but not determined, or
  - ii) in explanation of a material part of his speech which may have been interpreted incorrectly, or
  - iii) with leave of the Council or Committee or Local Board after all other members so desiring have spoken, or
  - iv) a reply may be allowed by leave of the Council or Committee or Local Board to the member who presented the motion to Council, in which case, he shall speak for no longer than a five (5) minute period without leave of Council or Committee or Local Board;
- (iii) Ask a question except of the previous speaker and in relation to that Speaker's remarks;
- 6) Interrupt the member who has the floor, except to raise a point of order.

**c) General**

- 1) Any member may require the question or motion under discussion to be read at any time during the debate, but not so as to interrupt a member while speaking.
- 2) Any member may appeal the decision of the Presiding Officer on a point of order to the Council or Committee, which shall decide the question without debate upon a majority vote of the members present.
- 3) Debate shall be restricted to each proposal in its turn when a question has been divided upon leave of Council or Committee or Local Board.

## 12. **Motions**

### a) **Notice**

At least three (3) working day's notice shall be given to all new motions, except motions respecting:

- 1) matters of privilege,
- 2) the presentation of petitions,
- 3) to table a matter to a later date,
- 4) to move the previous question,
- 5) to refer a matter,
- 6) to adjourn,
- 7) to amend,
- 8) to suspend the Rules of Order, or
- 9) on the previous question,

- b) "Notice of Motion" means a motion received by the Clerk in writing, moved by a member for inclusion on a future agenda of a meeting of the Council.

### c) **Must be Seconded**

- 1) A motion must be formally seconded before the Presiding Officer can put the question or be recorded in the Minutes.
- 2) Motions which have not been seconded shall be recorded in the minutes and noted as defeated.

### d) **Withdrawal**

After a motion is read or has been stated by the presiding officer, it shall be deemed to be in possession of the Council or Committee or Local Board and can be withdrawn before decision or amendment only with leave of the Council or Committee or Local Board, expressed by resolution.

### e) **Priority of Disposition**

A motion properly before Council or Committee or Local Board for decision must receive disposition before any other motion can be received, except a motion to amend, for the previous question, to adjourn, to extend the hour of closing proceedings, to commit, or on a matter of privilege.

### f) **To Amend**

A notice to amend:

- 1) May be presented in writing;
- 2) Shall receive disposition of Council or Committee or Local Board before a previous amendment or the question;
- 3) Only one motion to amend an amendment to the question shall be allowed and any further amendment must be to the main questions;
- 4) Shall be relevant to the question to be received;
- 5) Shall not be received proposing a direct negative to the question;

- 6) Two separate distinct proposals of a question may be made;
- 7) Shall be put in the reverse order to that in which it is moved.

**g) Previous Question**

A motion for the previous question:

- 1) Cannot be amended;
- 2) Cannot be proposed when there is an amendment under consideration;
- 3) Shall preclude all amendment of the main questions;
- 4) When resolved in the affirmative, the question is to be put forthwith without debate or amendment;
- 5) When resolved in the negative, the question shall not be put at the meeting, but placed on the Order [routine] of Business for the next ordinary meeting of Council or the Committee, or such later meeting as the Council or the Committee or Local Board may decide, but not later than the last ordinary meeting of the Council or the Committee or Local Board to be held in the year in which the original motion was made;
- 6) Cannot be received in any Committee of Council;
- 7) Can only be moved in the following words: "That the question be now put"; and
- 8) May be voted against by the mover and seconder.

**h) To Adjourn**

A motion to adjourn:

- 1) The meeting shall always be in order, except as provided in this paragraph and shall be put immediately without debate;
- 2) When resolved in the negative, cannot be made again until after some intermediate proceeding shall have been completed by Council or Committee or Local Board;
- 3) Is not in order when a member is speaking, nor during the verification of a vote;
- 4) Cannot be amended;
- 5) Is not in order immediately following the affirmative resolution of a motion for the previous question.

**i) Repetition**

A motion called in the order in which it stands upon the agenda of the order of business of a meeting and which is not decided by Council or Committee or Local Board, shall be allowed to stand, retaining its precedence upon the agenda of the order of business of the next ordinary meeting of Council or Committee or Local Board.

**j) Ultra Vires**

A motion on a matter beyond the jurisdiction of the Council or Committee or Local Board shall not be received by the Presiding Officer.

**k) Privilege**

A motion on a matter of privilege shall receive disposition of Council or Committee or Local Board forthwith upon receipt and, when settled, the question so interrupted shall be removed at the point where it was suspended.

**l) Reconsideration**

A motion for reconsideration of a question which has been decided upon but not acted upon may be made at any time by a member who voted thereon. A motion to reconsider will be carried by a two-thirds (2/3) majority of the members present and voting. No such motion can be received which would require reconsideration of the same question more than once during the twelve (12) months following the date on which the question was decided.

**m) To Commit**

A motion to commit or recommit a question to a Committee, with or without instructions, may be amended but must receive disposition by Council before the question, or an amendment to the question; and when made prior thereto, before decision on a motion for the previous question or postponement.

**n) Verbal Motions**

Incidental motions in respect of a matter of special privilege, suspension of Rules of Order, adjournment, postponement, for the previous question, or commitment may be made verbally.

**o) Divided Motion**

A motion containing distinct proposals may be divided with leave of Council or Committee or Local Board.

**13. Voting on Motions****a) Question Stated**

Immediately preceding the taking of the vote thereon, the Presiding Officer may state a question in the form introduced, and shall do so if required by a member except when a motion for the previous question has been resolved in the affirmative, he shall state the question in the precise form in which it will be recorded in the minutes.

**b) No Interruption After Question Stated**

After a question is finally put by the Presiding Officer, no member shall speak to the question nor shall any other motion be made until after the vote is taken and the result has been declared.

**c) Division of Question**

A separate vote shall be taken upon each proposal contained in a question divided with leave of Council or Committee.

**d) Vote of Presiding Officer**

- 1) The Presiding Officer, except where disqualified to vote, may vote on all questions, and when so doing, shall vote last;
- 2) When the Presiding Officer determines to vote on a question, his vote shall be spoken, signified, polled and recorded after the votes of each member voting.

**e) Vote Not Allowed**

A member not present before the result of a division on a question is declared shall not be entitled to vote on that question.

**f) Unrecorded Vote**

The manner of determining the decision of Council or Committee or Local Board on a motion shall be at the discretion of the Presiding Officer, and may be by voice, show of hands, standing or otherwise.

**g) Recorded Vote**

Upon a request made before proceeding to another item of business, by a member who was present when the question was stated, a recount of the vote shall be taken and the previous decision of a vote determined in any other manner, and whether declared or not, shall not be binding upon the Council or Committee or Local Board.

**14. General:****a) Order of Business**

The Clerk shall have prepared an agenda for the routine of business in paragraph 8 (c) and (d) for the use of each member at a Council or Committee or Local Board meeting.

**b) Disclosure of Pecuniary Interest**

- 1) At a meeting at which a member discloses an interest under section 5 of the Municipal Conflict of Interest Act, R.S.O. 1990 c.M.50, or as soon as possible afterwards, the member shall file a written statement of the interest and its general nature with the Clerk.
- 2) The Clerk shall maintain a registry in which shall be kept,
  - i) a copy of each statement filed under section 5.1; and
  - ii) a copy of each declaration recorded
- 3) The registry shall be available for public inspection on the Town's website and the Clerk's Department.

**c) Minutes**

- 1) The Minutes shall record:
  - i) The place, date and time of the meeting;
  - ii) The names of the Presiding Officer or officers and of the members present;
  - iii) The reading, presentation, correction and the adoption of the minutes of prior meetings.
- 2) It shall be the duty of the Clerk to ensure that the minutes of the last regular meeting and all subsequent special meetings held more than three (3) days prior to a regular meeting, are placed on the next following regular Council meeting agenda.

**d) Communications**

Letters or written communications requiring consideration and action will be listed on the agenda

**e) Delegations**

- 1) Persons desiring to verbally present information on matters of fact or make a request of council, shall give written notice to the Clerk seven (7) days in advance of the meeting at which they wish to appear.
- 2) The written notice of delegation shall state the topic to be discussed and any request to be made of the members.
- 3) Delegations shall be limited in speaking not more than ten minutes (10), except that a deputation consisting of more than five persons (5) shall be limited to two (2) speakers, each limited to speaking not more than ten (10) minutes in total time.
- 4) May be heard upon approval of Council, by resolution stated at the meeting.
- 5) The Clerk in consultation with the Mayor and CAO has authority to deny Delegation requests under the following circumstances:
  - i) The request is not submitted within the time required in Paragraph 14d) 1) of this By-law;
  - ii) No written submission together with handouts or materials is provided with the request or the submission is incomplete;
  - iii) The subject matter is deemed to be beyond the jurisdiction of Council;
  - iv) The issue is specific to a labour/management dispute, or other matter properly held in closed session;
  - v) The issue has been or is to be considered by the Committee of Adjustment;
  - vi) Council has previously considered or made a decision on the issue and a Delegation has appeared before Council with respect to the same issue previously considered or decided by Council within a period of twelve (12) months following the date on which the issue was last considered or decided by Council;
  - vii) Council previously indicated it will not hear further from this Delegation; or
  - viii) The issue should be referred to Administration for action.

- 6) A Delegation shall not be received by Council on matters relating to litigation or potential litigation affecting the Corporation, including matters which are before and under the jurisdiction of any court or tribunal, unless such matter is referred to Council by the said court or tribunal, in the alternative, Council deems the matter to be sufficiently important to allow the Delegation to be heard.
- 7) If applicable, Delegations shall provide a copy of their presentation to the Clerk seven (7) days in advance of the meeting at which they will be appearing. If using presentation software, such as PowerPoint, Delegations shall provide an electronic version to the Clerk, which shall be uploaded onto a Town-supplied laptop that Delegations may use during the Meeting. Presentation materials shall be attached to the circulated Agenda, whenever possible.
- 8) Delegations shall not distribute printed materials during the Meeting. All printed materials must be submitted to the Clerk prior to the commencement of the Meeting.
- 9) The display of placards and signs is not permitted during a Meeting.
- 10) The Clerk will only circulate material that complies with the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).
- 11) Delegations will be scheduled in an order to be determined by the Clerk.
- 12) Delegations shall address their remarks through the Chair.
- 13) Delegations shall confine their remarks to the business stated in the written notice given to the Clerk.
- 14) Except on matters of order, Members shall not interrupt a Delegation while he/she is addressing Council, the Committee or Local Board.
- 15) Members may address a Delegation only to ask questions and not to express opinions or enter into debate or discussion.
- 16) Once a motion to receive the presentation or to decide on the matter or to provide direction, has been moved and seconded, no further representation or questions of the Delegation shall be permitted.
- 17) The Chair may curtail any Delegation, any questions of a Delegation or debate during the presentation, as a result of disorder or other breach of the Procedural By-law. If the Chair rules that the Delegation is concluded, the person or persons appearing before Council shall withdraw from the table.

**f) Petitions**

A petition in regard to a matter within the jurisdiction of Council or Committee or Local Board made over the signatures of the subscribers, shall be presented by a subscriber or agent who knows the contents thereof and vouches for the propriety of the petition may be received on leave of Council or Committee or Local Board, may be disposed forthwith, assigned some future time for consideration by Council or Committee or Local Board, or referred to a Committee.



**g) Reports**

- 1) Shall be received upon leave of Council or Committee or Local Board; or
- 2) May be accepted or approved upon resolution of Council or Committee or Local Board;
- 3) May be recommitted to Council or Committee or Local Board or a different Committee.

**h) Unfinished Business**

The items listed in the Order of Business of prior meetings which have not been disposed of by Council or Committee or Local Board and the date of their first appearance on the order of business shall be noted and repeated on each subsequent order of business until disposed of by Council or Committee or Local Board, unless removed from the order of business by leave of Council or Committee or Local Board.

**i) By-laws**

Every proposed by-law shall:

- 1) be introduced by the Clerk, specifying the title or upon the report of a committee;
- 2) receive three (3) separate readings;
- 3) be endorsed by the Clerk with the date of the several readings thereof;
- 4) be the responsibility of the Clerk for correctness when amended;
- 5) be finally passed by Council before signature by the Mayor or Acting Mayor of Council and the Clerk, and
- 6) be stamped with seal of the Corporation of the Town of Tecumseh;

Every proposed by-law may be referred to a Committee for report after second reading, and such reference may be made with or without debate on either or both the proposed by-law or the motion to so commit, as the Council may decide.

**j) Suspension of Rules**

Any procedure required by this by-law may be suspended with consent of not less than four – fifths (4/5) of the members present.

**k) Electronic Recordings and Photographs**

Any person may make an electronic recording of Council, Committee or Local Board Meetings or take photographs provided that the activity does not, in the opinion of the Chair, interfere with the Meeting proceedings or interfere with the Corporation's recording of Council Meetings.

15. **Former By-laws Repealed**

By-law No. 2008-698, as amended, by the Corporation, is hereby repealed and any by-law inconsistent with this by-law.

16. **Effective**

This by-law shall come into full force on the date of the final passing thereof.

**READ** a first, second and third time and finally passed this 12<sup>th</sup> day of September, 2017.

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Gary McNamara, Mayor

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Laura Moy, Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-63

Being a by-law to govern procurement  
policies and procedures

**WHEREAS** Section 271 of the Municipal Act, 2001, S.O. 2001, c.25 imposes upon municipalities the obligation to adopt policies with respect to the procurement of Goods and Services;

**AND WHEREAS** this By-law establishes the authority and sets out the methods by which Goods, Services or Construction will be purchased and disposed of for the purposes of the Town of Tecumseh subject to certain exceptions as set out herein;

**AND WHEREAS** the Council of the Corporation of the Town of Tecumseh deems it expedient to enact this by-law to make provisions to govern the procurement of all goods and services within the municipality of Tecumseh.

**NOW THEREFORE** the Council of the Corporation of the Town of Tecumseh enacts as follows:

### SHORT TITLE

This By-law may be cited as the Town of Tecumseh “Purchasing By-law”.

### PART I – OBJECTIVE

- 1.1 This By-law outlines the processes to be followed in order to obtain the best value when purchasing goods, or contracting services for the Town of Tecumseh.
- 1.2 The guiding principle is that procurement decisions will be made using a competitive process that is open, transparent and fair.

### PART II GENERAL PROVISIONS

- 2.1 Unless otherwise provided in accordance with this By-law, the Department Directors shall act for the Town of Tecumseh for the purchase of all goods and services and shall be responsible for providing all necessary advice and services required for such purchases in accordance with the method of purchase authorized by this By-law and the Purchasing Policy contained herein.
- 2.2 No purchase of goods and services shall be authorized unless it is in compliance with the Purchasing By-law and the Purchasing Policy contained herein.
- 2.3 Elected Officials shall not approve or acquire any goods and services.
- 2.4 Unless otherwise provided in accordance with this By-law and the Purchasing Policy contained herein, the purchase of all goods and services shall be authorized in accordance with the provisions of Schedule “A” to this By-law.
- 2.5 No requirement for goods and services may be divided into two or more parts to avoid the provisions of this policy.

- 2.6 The Purchasing Coordinator, together with the Purchasing Officer, are authorized to make and promulgate from time to time administrative policies, procedures and directions respecting:
- i the preparation and development of specifications;
  - ii the requirements and form of bid deposits;
  - iii other securities and documentation required or advisable for sealed bids;
  - iv procedures for the opening, evaluation and recommendation of tenders;
  - v such other matters of an ancillary or incidental nature to more fully carry out the intent and purpose of this By-law.
- 2.7 Definitions specific to this By-law are documented in the Purchasing Policy contained herein.
- 2.8 Disputes shall be resolved as follows:
- i meeting between the bidder and the Department Director,
  - ii if (i) does not lead to a resolution, the decision can be appealed to the Chief Administrative Officer,
  - iii if (ii) does not lead to a resolution, the decision can be appealed to the Town Council.
- 2.9 This By-law will be reviewed and revised on a periodic basis. It is anticipated that reviews will be conducted every five years or more frequently as required.
- 2.10 Goods and services not subject to this By-law are listed in Schedule “B” to this By-law.

### **PART III RESPONSIBILITIES AND AUTHORITIES**

#### **RESPONSIBILITIES**

- 3.1 Department Directors:
- i have responsibility for all procurement activities within their respective Department and are accountable to achieving best value while following the procurement principles; and have authority to purchase items as outlined in schedule A.
- 3.2 The Purchasing Officer is responsible for:
- i providing professional procurement advice and services to Department Directors;
  - ii monitoring compliance with this By-law;
  - iii reporting to the Purchasing Coordinator whenever the specifications of a tender call or Request for Proposal cannot be met by two or more suppliers;
  - iv notifying the Purchasing Coordinator, in advance if possible, of non-compliance with this By-law and/or the Purchasing Policy contained herein;
  - v rejecting all purchase requisitions for services where the services could result in the establishment of an employee-employer relationship.

#### **SINGLE/SOLE SOURCING/DIRECT NEGOTIATION**

- 3.3 In circumstances where there may be more than one source of supply in the open market, but only one of these is recommended by the Department Director, with the concurrence of the Purchasing Officer, for consideration on the grounds that it is more cost effective or beneficial to the Town; and where the expenditure will exceed \$100,000, approval must be obtained from Town Council prior to negotiations with the single source. The Department Director

shall be responsible for submitting a report detailing the rationale supporting the use of the single source.

- 3.4 If a Department Director requires goods, services or equipment deemed to be available from only one source of supply and where the expenditure will exceed \$100,000 the Department Director, with the concurrence of the Purchasing Officer, shall initiate a report to the Town Council requesting that the tendering procedure be waived and that the Department Director be authorized to negotiate with the sole source supplier.

#### **AUTHORITY**

- 3.5 Department Directors have the authority to award contracts in the circumstances specified in the Purchasing Policy contained herein provided that the delegated power is exercised within the limits prescribed in Schedule "A" to this By-law, and the requirements of this By-law and the Purchasing Policy are met.

- 3.6 When a Department Director is of the opinion that a "triggering event" has occurred, the Department Director may authorize the purchase of such goods, services and construction as is considered necessary to remedy the situation without regard to the requirement for a bid solicitation and may award the necessary contract amendment.

The relevant details surrounding the "triggering event" shall be included in a report and submitted to Town Council as soon as possible.

- 3.7 The Town Clerk has the authority to purchase goods, services and equipment considered necessary or advisable to carry out the requirements of the Municipal Elections Act, R.S.O. 1996. The Town Clerk shall whenever possible, be guided by the provisions of this By-law and the Purchasing Policy contained herein.

- 3.8 Despite any other provision of this By-law, the following contracts are subject to Town Council approval:

- i any contract requiring approval from the Ontario Municipal Board;
- ii any contract prescribed by Statute to be made by Town Council;
- iii where the cost amount proposed for acceptance is higher than the Town Council approved budget for that expenditure or where the expenditure would result in insufficient remaining funds in the project budget to complete the project as budgeted;
- iv where a substantive objection emanating from the bid solicitation has been filed with the Chief Administrative Officer;
- v an extension of an existing contract where there is no option to extend included in the contract;
- vi where a major irregularity precludes the award of a tender to the supplier submitting the lowest bid, and
- vii where authority to approve has not been expressly delegated.

- 3.9 No appointed officer or employee of the Town will have any interest directly or indirectly, as a contracting party, partner, shareholder, surety or otherwise in any contract for goods or services or in any portion of the profits thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom unless such interest has been declared and approved by Council prior to the close of the bid, or in the case of multiple small non-contracted jobs, on an annual basis.

- 3.10 Any contract with the Town, or with any person acting for the Town, and any contract for the supply of goods, materials or services to a contractor for work for which the Town pays or is liable, directly or indirectly, to pay in which a member of Council or any employee of the Town has an undeclared pecuniary interest, directly or indirectly may be voided.
- 3.11 All staff and others participating in the evaluation of proposals shall disclose any conflict of interest prior to the evaluation process and shall not be permitted to influence or participate in the evaluation.
- 3.12 All consultants awarded a contract shall disclose to the Town prior to accepting an assignment, any potential conflict of interest. If such a conflict of interest exists, the Town as directed by the Director or Chief Administrative Officer may, at its discretion, withhold the assignment from the consultant until the matter is resolved. Furthermore, if during the conduct of a Town assignment, a consultant is retained by another client giving rise to a potential conflict of interest, then the consultant shall so inform the Town.

**PART IV**  
**REQUIREMENT FOR APPROVED FUNDS**

- 4.1 The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.
- 4.2 Where goods and services are routinely purchased or leased on a multi-year basis, the exercise of authority to award a contract is subject to:
- i the identification and availability of sufficient funds in appropriate accounts for the current year within Town Council approved budget; and
  - ii the requirement for the goods or services will continue to exist in subsequent years and, in the opinion of the Town Treasurer, the required funding can reasonably be expected to be made available.
- 5.0 That By-Law No. 2006-03 is hereby repealed.

**Read** a first, second and third time and finally passed this 12th day of September, 2017.

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Gary McNamara, Mayor

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Laura Moy, Clerk

**SCHEDULE “A”  
TO BY-LAW 2017-60**

**LEVELS OF CONTRACT APPROVAL AUTHORITY**

Note: Sales taxes, excise taxes, goods and services taxes and duties shall be included in determining the price of a contract for the supply of goods or services for the purpose of the relationship of the price to the preauthorized expenditure limit.

In the case of multi-year supply and/or service contract, the preauthorized expenditure limit shall refer to the estimated annual expenditure under the contract.

Dollar Value	Procurement Process	Approval Authority	Source of Bids
Regular Purchases			
\$10,000 or less	No formal quotes required.	Any employee authorized by the Department Director	Purchase from the competitive marketplace where possible and practicable
\$10,000 to \$50,000	Informal Quotation - written quotation required	Department Director	3 written quotes to be obtained
\$50,000 to \$500,000	Formal Quotation -written quotation required by Request for Quotation/Proposal/Tender	Department Director & Purchasing Coordinator/Chief Administrative Officer	Advertised in papers and / or website and /or direct invitation
Greater than \$500,000	Written quotation required by Request for Tender/Proposal/ Quotation	Town Council	Advertised in papers and / or website and/ or direct invitation
Single/Sole Sourcing/Direct Negotiation			
Less than \$100,000		Department Director & Purchasing Coordinator or Chief Administrative Officer	
Greater than \$100,000	Direct negotiation as a result of single or sole source	Town Council	
Irregular Result			
Less than \$100,000		Department Director & Purchasing Coordinator or Chief Administrative Officer	
Greater than \$100,000		Town Council	

**SCHEDULE “B”  
TO BY-LAW 2017-60**

**GOODS AND SERVICES NOT SUBJECT TO THIS BY-LAW**

1. Petty cash items
2. Training and education including:
  - i conferences, courses, seminars, professional development, staff development/workshops
  - ii magazines and periodicals
  - iii memberships
  - iv staff relations
- 3 Refundable employee expenses including:
  - i cash advances
  - ii meal allowances, accommodation and travel expenses
- 4 Employer's general expenses including:
  - i payroll deduction remittances
  - ii medicals
  - iii insurance premiums
  - iv tax remittances
  - x grants to agencies
  - xi payments of damages
  - xii charges to/from other Government or Crown Corporations
- 5 Licenses, certificates, and other approvals required
- 6 Ongoing maintenance for existing computer hardware and software
- 7 Professional and special services including:
  - i additional non-recurring accounting and auditing services
  - ii banking services where covered by agreements
  - iii public debenture sales
  - ix group benefits
  - v realty services regarding the lease, acquisition, demolition, sale of land and appraisal of land
  - vi consulting services
  - vii policing services
- 8 Advertising services required by the Town on or in but not limited to radio, television, newspaper and magazines
- 9 Utilities
  - i postage
  - ii water, sewer and hydro charges
  - iii internet



# **TOWN OF TECUMSEH PURCHASING POLICY**

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# **TOWN OF TECUMSEH PURCHASING POLICY**

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## **PART I INTERPRETATION**

### **1.1 DEFINITIONS**

In this policy, unless a contrary intention appears,

“accountability” means having responsibility to account for ones conduct in an explicable and understandable manner;

“agreement” means a formal written legal agreement or contract that binds the Town of Tecumseh and all other parties for the supply of goods, services, equipment or construction;

“best value” means the optimal balance of performance and cost determined in accordance with the pre-defined evaluation plan. Best value may include a time horizon that reflects the overall life cycle of a given asset;

“bid deposit” means currencies, certified cheques, bond surety issued by a surety company or other form of negotiable instrument to ensure the successful bidder will enter into an agreement;

“certificate of clearance” from the Workplace Safety and Insurance Board means a certificate issued by an authorized official of the Workplace and Insurance Board certifying that the Board waives its rights under subsection 9(3) of the Workers’ Compensation Act, R.S.O. 1990, Chapter W.11;

“contract” means any formal or deliberate written agreement for the purchase of goods, services, equipment or construction;

“contract record” is a document which outlines the terms and conditions of the agreement;

“declaration respecting Workers Compensation Act, R.S.O. 1990/Corporation Tax Act” means a declaration that the bidder has paid all assessments or compensation payable and has otherwise complied with all requirements of the Workplace Safety and Insurance Board and that the bidder has paid all taxes and/or penalties imposed on it pursuant to the Corporation Tax Act, R.S.O., 1990;

“Department Director” shall mean the Director of any department for the Town or designate(s);

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“Electronic Bid Submission” or E-Bid Submission is the electronic transfer of a proposal, tender or quotation bid data between a potential supplier and contracting authority.

“Electronic Purchasing” refers to an internet based process wherein the complete tendering processes, from advertising to receiving and submitting tender related information are done online.

“emergency” means a situation, or the threat of an impending situation, which may affect the environment, the life, safety, health and/or welfare of the general public, or the property of the residents of the Town of Tecumseh, or to prevent serious damage, disruption of work, or to restore or to maintain essential service to a minimum level;

“executed agreement” means a form of agreement, either incorporated in the bid documents or prepared by the Town or its agents, to be executed by the successful bidder and the Town;

“insurance documents” means certified documents issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the bidder is insured in accordance with the Town’s insurance requirements as contained in the bid documents;

“irregular result” means that in any procurement process where competitive bids or proposals are submitted and any of the following has occurred or is likely to occur:

- i. the lowest responsive bid or proposal exceeds the estimated cost or budget allocation;
- ii. the lowest responsive bid or proposal contains an irregularity as described in Appendix “A”;
- iii. the specifications of a tender call or request for proposal cannot be met by two or more suppliers; or
- iv. concurrence cannot be achieved between the Department Director and the Purchasing Officer

“irregularities contained in bids” is defined in Appendix “A” and includes the appropriate response to those irregularities;

“irrevocable letter of credit” means an irreversible or unalterable commitment on the part of a Chartered Bank that is contained on the Town’s standard letter of credit form, to pay the Town a sum of money on demand.

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“labour and material bond” means a bond issued by a surety company to ensure that the contractor will pay his or her suppliers and thereby protects the Town against items that might be granted to supplier should the contractor not make proper payments;

“letter of agreement to bond” means a letter or other form issued by a bonding agency licensed to operate by the Government of Canada or the Province of Ontario advising that, if the bidder is successful the bonding agency will issue the required bonds;

“negotiation” means conferring with one or more vendors to reach an agreement on needed goods or services under the conditions outlines in this policy;

“performance bond” means a sum of money put up as a guarantee by a surety company that the named Vendor will perform in accordance with the contract;

“Purchasing Coordinator” is the Treasurer or his/her designate

“Purchasing Officer” reporting directly to the Treasurer will manage and coordinate procurement for the municipality in accordance with the competitive bidding law, current regulation, the Municipality’s Purchasing By-law and industry best practices.

“quotation” means a request for prices on a specific goods and/or services from selected vendors that are submitted verbally, in writing or transmitted by facsimile as specified in the Request for Quotation;

“Related Party” in relation to a bidder means any party that is directly or indirectly owned or controlled by a combination of the bidder and/or any one or more officers, directors, and/or shareholders of the bidder.

“request for information” is used prior to issuing a tender call as a general market research tool to determine what products and services are available, scope out business requirements, and/or estimate project costs. The response may be subject to further requests;

“request for prequalification” means a formal Town solicitation for details on suppliers backgrounds, capabilities and resources, and the goods or services they are offering, such information shall be used to pre-qualify suppliers and/or their goods and services to be invited to submit bids;

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“sealed bid” is a document enclosed in a sealed envelope and is submitted in a response to invitation to bid. Sealed bids received up to a deadline date are generally opened at a stated time and place usually in the presence of anyone who may wish to be present and evaluated for the award of contract.

“single source” means a supplier of particular goods or services that has been identified based on the criteria outlined herein;

“sole source” means the only supplier of particular goods or services;

“tender” means a sealed bid which contains an offer in writing to execute some specified services, or to supply certain specified goods, at a certain price, in response to a publicly advertised request for bids;

“Town” shall mean the Corporation of the Town of Tecumseh:

“transparency” means the condition of being easily seen through, discerned, evident or obvious in a way that is understandable, frank and open to all persons;

“triggering event” means an occurrence resulting from an unforeseen action or consequence of an unforeseen event, which must be remedied on a time sensitive basis to avoid a material financial risk or serious or prolonged risk to persons or property;

“unsolicited offer” means an offer to supply goods or services to the Town which was not asked for and which may or may not represent a thing of value to the Town;

“value analysis” typically refers to a life cycle costing approach to valuing a given alternative, which calculates the long-term expected impacts of implementing the particular option;

# **TOWN OF TECUMSEH PURCHASING POLICY**

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## **PART II GENERAL PROCUREMENT POLICY**

### **2.1 PROCUREMENT DOCUMENTATION**

- a) In order to maintain consistency, guidelines shall be provided to Department Directors on procurement policies and procedures and on the structure, format and general content of procurement documentation.
- b) Procurement documentation shall avoid use of specific products or brand names.
- c) Notwithstanding Subsection 2.1b) a Department Director may specify a specific product, brand name or approved equal for essential functionality purposes to avoid unacceptable risk or for some other valid purpose. In such instances, the Department Director and the Purchasing Officer shall manage the procurement to achieve a competitive situation if possible.
- d) Department Directors shall:
  - i. give consideration to the need for value analysis comparison of options or choices,
  - ii. ensure that adequate value analysis comparisons are conducted to provide assurance that the specification will provide best value, and
  - iii. include the value analysis documentation in the procurement file.

# **TOWN OF TECUMSEH PURCHASING POLICY**

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## **PART III GENERAL PROCUREMENT PROCEDURES**

### **3.1 OBJECTIVES**

The Town's overall purchasing objectives are as follows:

#### OBJECTIVE 1: Corporate Efficiency

Purchases must be for unique Departmental requirements such that corporate purchasing power or standardization is not a factor in costing. Requirements cannot be split in order to qualify for this process.

#### OBJECTIVE 2: Competitive Process

A competitive process is undertaken whereby the most open bidding process practicable for the acquisitions of goods and services is used. Care must be taken as to how bids are sought, bidder's lists are maintained and how competition is encouraged.

#### OBJECTIVE 3: Open Process

Departmental needs are communicated to bidders, who are able to bid on goods or services they are qualified to provide. There should be no limitation of bids to an established listing.

#### OBJECTIVE 4: Transparent Process and Accountability

The process is undertaken based on clear definition of the product or service requirement, and a clear outline of the review and criteria to be undertaken. The decision to choose a bidder will be based solely on the requirements as documented, the bidder document, and the application of the review criteria. The same decision should be arrived at each time given the same set of facts, which will facilitate the dispute resolution process.

#### OBJECTIVE 5: Fair Process

The process will be fair, such that no action is undertaken by Town staff to allow any given bidder an unfair advantage. This does not however, require Town action to ensure that existing conditions are changed to ensure that any conversion costs from an incumbent to another supplier are ignored in an evaluation – it is in the best interest of the Town to ensure that such “leveling of the playing field” is not required.



## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **OBJECTIVE 6: Insurance and Risk Management**

WSIB certificates of clearance, where required, must be obtained at the commencement of the project and periodically as the work is completed. The Performance and Labour and Material Bonds are to be maintained and updated throughout the contract and released upon completion.

### **OBJECTIVE 7: Authorization of Capital Works**

References to budget must be made to ensure that there are sufficient funds to pay for the contract and the project is part of the budget allocation.

### **OBJECTIVE 8: Standardization**

In order to assist in ensuring that legal and insurance risks are controlled, standard formats should be followed for Requests for Quotation, Tender and Proposal, where possible. These formats will be updated as appropriate.

### **OBJECTIVE 9: Environmental Considerations**

In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, acquisitions of goods and services will ensure that, wherever possible, specifications are amended to provide for expanded use of durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste and/or recyclable content, without significantly affecting the intended use of the product or service. It is recognized that cost analysis is required in order to ensure that the products are made available at competitive prices.

### **OBJECTIVE 10: Total Cost Consideration**

In evaluating quotations, tenders and proposals, consideration is to be given, wherever possible, to the total cost of acquisition, repair, staff training, operation and disposal rather than only the lowest invoice price to ensure the best value is being obtained for the price to be paid.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **3.2 DIRECTOR PURCHASE**

- a) Refers to the ordering and purchase of goods and service from a supplier with or without negotiation.
- b) Generally used for the purchase of normal ongoing supplies, equipment and service that is repetitive in nature.
- c) Supplier is selected at the discretion of the Department Director, or designate.
- d) For purchases under \$200:
  - i. Petty cash funds may be used where immediate payment is required upon receipt of goods.
  - ii. All petty cash disbursements shall be evidenced by proof of purchase/receipt.
  - iii. Should only be used when it is not feasible to use a credit card and is not practical to be invoiced for the good or service.
  - iv. No quotes are required.
- e) For purchases between \$200 and \$10,000:
  - i. Departments have authority to make purchases in such an amount to meet the requirements of the Department.
  - ii. All such purchases shall be supported by invoices or delivery slips initialed as approved by the Department Director, or designate.
  - iii. No quotes are required; informal quotations may be used where it is in the interest of the Corporation to do so.

### **3.3 INFORMAL QUOTATION** (Greater than \$10,000 but not greater than \$50,000)

- a) Refers to a competitive process where suppliers are requested to submit quotations on specific goods or service. This process does not involve advertising, receipt of sealed bids or the preparation of formal quotation documents.
- b) Generally used where the specifications for the goods and service are clearly defined and the terms of purchase have been established.
- c) The Department Director, or designate, shall consider the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.

## TOWN OF TECUMSEH PURCHASING POLICY

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- d) The Department Director, or designate, shall obtain a minimum of three (3) bids either by way of phone, e-mail, fax or similar communication method, vendor advertisements or vendor catalogues. The award of the contract shall be to the lowest bid, in keeping with the specifications. Evidence of the selected informal quotation shall be attached to the invoice.
- e) The Town reserves the right to accept or reject any submission.

### **3.4 FORMAL QUOTATION** (Greater than \$50,000 but not greater than \$500,000)

- a) Refers to a competitive process where suppliers are requested to submit quotations on specific goods or service.
- b) Generally used where the specifications for the goods and service are clearly defined and the terms of purchase have been established.
- c) The formal process includes:
  - i. The preparation of a quotation document, which provides the prospective suppliers with clear instructions, specifications, terms and conditions.
  - ii. A quotation form on which bids can be submitted.
  - iii. A clear indication of the final time and place for the receipt of bids.
  - iv. Notice, by the requesting department, of the Request for Quotation will be advertised in at least one local newspaper and/or the Town's web site. The Request for Quotation may also be sent directly to vendors.
- d) The Department Director shall consider the relevant specifications, budget authorization, approval authority, and terms and conditions for the purchase of goods, services or construction.
- e) The Department Director shall obtain a minimum of three (3) bids. The award of the contract shall be to the lowest quote in keeping with the specifications
- f) The Department Director in consultation with the Purchasing Officer, shall prepare a report outlining a summary of the bids and recommend the award of the contract to the lowest responsive quote, subject to the specifications and contractor performance,
  - i. Where the value is under \$500,000 to the Purchasing Coordinator and Chief Administrative Officer, for approval
  - ii. Where the value is over \$500,000 to Council, for approval.
- g) The Town reserves the right to accept or reject any submission.

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### **3.5 REQUEST FOR TENDER**

- a) Refers to a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit bids in response to an advertisement requesting sealed tenders.
- b) Generally used where:
  - i. More than one supplier or contractor are considered capable of meeting the requirement;
  - ii. The requirement can be precisely defined for which a clear or single solution exists;
  - iii. Bids can be submitted on a common pricing basis, and
  - iv. Best value for the Town can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- c) The Tender process includes:
  - i. Contractor and supplier pre-qualification, (if applicable)
  - ii. Development of specifications and contract terms,
  - iii. Publication and solicitation of tenders,
  - iv. Receiving and opening of bids, and
  - v. Bid evaluation and selection.
- d) The Tender documents will contain at least the following:
  - i. Name of the tender, closing date and time and contact person,
  - ii. Non-technical information that advises the potential bidders of the general terms and conditions that applies to the tender of goods and/or services,
  - iii. The requirement for bidder to provide either a performance guarantee/financial guarantee in the form of a bid deposit, irrevocable letter of credit, or bond (performance, labour, and/or material)
  - iv. Specifications detailing the nature, scope and extent of the goods and/or services required,
  - v. Tender form, which when properly completed and signed is a legal offer by the bidder to carry out the tendered work. The tender form should include an acknowledgement from the bidder that he has reviewed and understands all of the tender documents and is prepared and capable of carrying out the contemplated works.
  - vi. Notice, by the requesting department, of the Request for Tender will be advertised in at least one local newspaper and/or the Town's web site.

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- e) The Department Director shall consider the relevant specifications, budget authorization, approval authority and terms and conditions for the purchase of goods, services or construction.
- f) The Department Director, in consultation with the Purchasing Officer, shall prepare a report outlining a summary of the bids and recommend the award of the contract to the lowest responsive quote, subject to the specifications and contractor performance,
  - i. Where the value is under \$500,000 to the Purchasing Coordinator and Chief Administrative Officer, for approval
  - ii. Where the value is over \$500,000 to Council, for approval.
- g) With respect to all reports initiated for tenders, there shall be a report on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate.
- h) The Town reserves the right to accept or reject any submission.

### **3.6 REQUEST FOR PROPOSAL**

- a) Refers to a competitive method of procurement, which may include supplier or contractor pre-qualification, where suppliers are requested to submit a creative solution to a problem, requirement or objective. The selection of the successful proponent is based on the effectiveness of the proposed solution rather than on price alone.
- b) Generally used where:
  - i. the requirement is best described in a general performance specification;
  - ii. there may be negotiations with one or more bidders with respect to any aspect of the agreement,
  - iii. innovative solutions are sought; and
  - iv. to achieve best value, the award selection will be made on an evaluated point per item or other method involving a combination of mandatory and desirable requirements.
- c) The Request for Proposal process may include:
  - i. Contractor and supplier qualification (if applicable),
  - ii. Development of desired outcome to a stated problem, requirement or objective,
  - iii. Publication and solicitation of RFP,
  - iv. Receiving and opening of RFP, and

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- v. Notice, by the requesting department, of the Request for Proposal in the local newspaper and/or the Town's web site.
- vi. RFP evaluation and selection.
- d) The Request for Proposal document will contain at least the following:
  - i. Name of the RFP, closing date and time and contact person,
  - ii. Non-technical information that advises the potential bidders of the general terms and conditions that applies to the RFP,
  - iii. Specifications detailing the nature, scope and extent of the goods and/or services required,
- e) A Request for Information may be issued in advance of a proposal to assist in the development of a more definitive set of terms and conditions, scope of work/service and the selection of qualified Vendors.
- f) Where the requirement is not straightforward or an excessive workload would be required to evaluate proposals, either due to their complexity, length, number or any combination thereof, a procedure may be used that would include a pre-qualification.
- g) A list of suggested evaluation criteria for assistance in formulating an evaluation scheme when using a Request for Proposal shall be maintained. This may include factors such as qualifications and experience, strategy, approach, methodology, scheduling and past performance, facilities, equipment, and pricing.
- h) Department Directors, Purchasing Coordinator and the Purchasing Officer shall identify appropriate criteria, including the weighting, which will be included in the proposal, from the list maintained for use in a Request for Proposal but are not limited to criteria from the list. Cost will always be included as a factor, as best value includes both quality and cost.
- i) The Department Director shall consider budget authorization, approval authority, terms of reference and evaluation criteria to be applied in assessing the proposals submitted.
- j) A Selection Committee, composed of a minimum of one representative from the Department and the Purchasing Officer shall review all proposals against the established criteria, reach consensus on the final rating results, and ensure that the final rating results, with supporting documents, are retained.
- k) During the proposal process all communications with bidders shall be through the Department Director or designate.
- l) The Department Director in consultation with the Purchasing Officer shall forward an evaluation summary to:
  - i. Council for those \$500,000 or higher, for approval

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- ii. the Purchasing Coordinator and Chief Administrative Officer for those less than \$500,000, for approval

as well as the Committee's recommendation for award of the contract to the supplier meeting all mandatory requirements and providing best value as stipulated in the Request for Proposal. Where the lowest bid is not accepted, the Department Director is responsible for documenting the determination of best value, in a confidential report to the Purchasing Coordinator prior to award of contract.

- m) A report on the sources of financing, allocation of revenues, and other financial commentary as considered appropriate, shall be prepared.
- n) Reporting will not include summaries of bids where this information may need to remain confidential. Any disclosure of information shall be made in accordance with the provisions of the *Municipal Freedom on Information and Protection of Privacy Act, R.S.O. 1990*.
- o) Unsuccessful proponents may, upon their request, attend a debriefing session with the Department Director review their bid submission. Discussions relating to any bid submissions other than that of the proponent present will be strictly prohibited.
- p) The Town reserves the right to accept or reject any submission.

### **3.7 REQUEST FOR PRE-QUALIFICATION PROCESS**

- a) A Request for Pre-qualification may be used where:
  - i. construction work is required under Sections 4, 74 and 78 of the Drainage Act having a value up to \$500,000;
  - ii. construction work is required for road, storm sewer, sanitary sewer, sidewalks or building repairs having a value up to \$500,000;
  - iii. best value for the Town can be achieved by an award selection made on the basis of the lowest bid that meets specifications.
- b) Suppliers and contractors will be invited to submit information as outlined in Appendix B to pre-qualify for the invitation of quotations and tenders on an annual basis.
- c) The Department Director will undertake such investigations to ensure that the applicant is a bonafide registered company or business and will undertake other searches and enquiries to ensure that the applicant has the technical and financial capacity appropriate to the pre-qualification class being sought.

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Searches will not necessarily be confined to references proposed by the applicant and may include information gathered from other agencies.

- d) To be considered for pre-qualification, the applicant must demonstrate the criteria as outlined in Appendix B.
- e) Applicants may apply for pre-qualification in one or more categories, with a separate application required for each category, as outlined in Appendix B.
- f) Pre-qualified contractors shall be invited to submit quotations/tenders for the project where costs are greater than \$10,000. For costs greater than \$10,000 and up to \$50,000 a minimum of three quotes shall be obtained. The project will not be publicly tendered where costs are less than \$75,000.
- g) Failure to supply all of the information requested in the application form shall result in the application being rejected. Applicants who are unable to demonstrate that they meet the requirements listed for the class and level applied for shall be rejected. Applicants will receive written notice of the outcome of the assessment within four (4) weeks from the date of receipt of the application and related documentation.
- h) Applicants may file an appeal of the decision of pre-qualification or a suspension in pre-qualification to Town Council within fourteen (14) days of being advised of the outcome of the application or review. The applicant/contractor shall have the right of appearance before council if they desire. The decision of Town Council will be final and will be forwarded to the applicant within five (5) days of their review.

### **3.8 BLANKET CONTRACT PURCHASES**

- a) A Request for Blanket Contract may be used where:
  - i. one or more departments repetitively order the same goods or services and the actual demand is not known in advance, or
  - ii. a need is anticipated for a range of goods and services for a specific purpose, but the actual demand is not known at the outset, and delivery is to be made when a requirement arises.
- b) The Department Director shall establish and maintain Blanket Contracts that define source and price with selected suppliers for all frequently used goods or services.



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- c) To establish prices and select sources, the Department Director shall employ the provisions contained in this Policy for the acquisition of goods, services and construction.
- d) More than one supplier may be selected where it is in the best interests of the Town and the bid solicitation allows for more than one.
- e) Where purchasing action is initiated by a department for frequently used goods or services, it is to be made with the supplier or suppliers listed in the Blanket Contract.
- f) In a Request for Blanket Contract, the expected quantity of the specified goods or services to be purchased over the time period of the agreement will be as accurate an estimate as practical and be based, to the extent possible, on previous usage adjusted for any known factors that may change usage.

### **3.9 NON-COMPETITIVE PURCHASES**

- a) The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Department Director and the Purchasing Coordinator and replaced with negotiations by the Department Director under the following circumstances:
  - i. where competition is precluded due to the application of any Act or legislation or because of the existence of patent rights, copyrights, technical secrets or controls or raw material;
  - ii. where due to abnormal market condition, the goods, services or construction required are in short supply;
  - iii. where only one source of supply would be acceptable and cost effective;
  - iv. where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists;
  - v. where the nature of the requirement is such that it would not be in the public interest to solicit competitive bids as in the case of security or confidentiality matters;
  - vi. where in the event of an "Emergency" as defined by this Policy, a requirement exists;
  - vii. where the requirement is for a utility for which there exists a monopoly.
- b) When a Department Director intends to select a supplier to provide goods, services or construction pursuant to subsection 3.9 a), a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Department Director to Town Council for approval for those purchases over \$100,000.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **3.10 PROCUREMENT IN EMERGENCIES**

Where, in the opinion of the Chief Administrative Officer, or two Department Directors, an emergency has occurred requiring the immediate procurement of goods, services or construction,

- i. the Department Director, with authorization by the Chief Administrative Officer, or two Department Directors, may initiate a purchase in excess of the preauthorized expenditure limit by the most expedient and economical means; and
- ii. any purchase under such conditions together with a source of financing shall be justified and reported to the next meeting of the Town Council following the date of the purchase.

### **3.11 DIRECT NEGOTIATION**

Unless otherwise provided in accordance with the Purchasing By-law and this policy, goods and services may be purchased using the Direct Negotiation method only if one or more of the following conditions apply:

- i. the required goods and services are reasonably available from only one source by reason of the scarcity of supply in the market or the existence of exclusive rights held by any supplier or the need for compatibility with goods and services previously acquired and there are no reasonable alternatives or substitutes;
- ii. the required goods and services will be additional to similar goods and services being supplied under an existing contract (i.e. contract extension or renewal);
- iii. an attempt to purchase the required goods and services has been made in good faith using a method other than Direct Negotiation under Section 3.2 through 3.7 of this policy which has failed to identify a successful supplier and it is not reasonable or desirable that a further attempt to purchase the goods and services be made using a method other than Direct Negotiation;
- iv. the goods and services are required as a result of an emergency, which would not reasonably permit the use of a method other than Direct Negotiation;
- v. the required goods and services are to be supplied by a particular vendor or supplier having special knowledge, skills, expertise or experience.

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### **3.12 COOPERATIVE PURCHASING**

- a) The Town may participate with other government agencies or public authorities in cooperative purchasing where it is in the best interests of the Town to do so and where the purposes, goals and objectives of this policy are complied with by such government agencies and public authorities.
- b) The policies of the government agencies or public authorities calling the cooperative Bid Solicitation are to be the accepted policy for that particular purchase.

### **3.13 TENDER CALL BEFORE AND AFTER APPROVALS RECEIVED**

- a) Following the adoption of the capital budget by Council, the Department Director is authorized to call tenders for municipal construction projects and the acquisition of equipment.
- b) Notwithstanding a) above, the Department Director may call tenders for municipal construction projects and the acquisition of equipment prior to the adoption of the capital budget by Council provided the call and award of such tenders are specifically subject to receipt of such approvals.
- c) The Department Director is authorized to obtain, prior to the adoption of the capital budget by Council, sealed bids for additional and replacement equipment, provided that the documents include a clause specifically stating that the acceptance of a bid and placing of the order is subject to budget approval by Council and the items specified are subject to change in quantity and/or deletion.
- d) The exercise of authority to award a contract is subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget. Pending Council's approval of proposed budgetary estimates, Department Directors are authorized to spend up to 50% of the previous year's approved Operating Budget.

### **3.14 EXPRESSION OF INTEREST LETTER (EOI)**

The Purchasing Officer will issue an EOI at the request of the initiating Director to determine a set list of users who are capable of providing a particular product or service, when the availability of said product or service is unknown. EOIs do not result in the award of a contract, and usually precede a call for bids and do not request pricing information. EOI are advertised publicly, and responses to the EOI are required by a designated date and time

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### **3.15 TWO ENVELOPE BIDDING PROCESS**

- a) Refers to a competitive process where suppliers are requested to submit their technical specifications and their financial bid in two separate envelopes.
- b) The technical specifications are scored by a designated Evaluation Committee using an evaluation scheme outlined in the document. If the proponent has met a predetermined minimum scoring requirement the cost envelope will be opened. If the submission does not meet the minimum scoring the cost envelope will remain on file unopened and the submission will not be considered for the project.
- c) Price is a consideration during the evaluation and the weight of the proposal price shall vary based on the specific project program.
- d) Submissions are not awarded solely on the proposal price, but are awarded based on the highest scoring compliant submission and at the recommendation of the Evaluation Committee.

# **TOWN OF TECUMSEH PURCHASING POLICY**

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## **PART IV BID AND CONTRACT ADMINISTRATION**

### **4.1 CHANGES TO CONTRACT UNDER CALL**

- a) A list of the name, address, telephone number and email address is to be maintained of all prospective bidders to facilitate distribution of addenda and when necessary to extend or cancel a contract under call.
- b) Interpretations will be made in reply to queries from bidders only in the form of written addendum. When it becomes necessary to revise, delete, substitute or add to any tendering material or contract under call, the Purchasing Officer shall forward by email to each Contractor/Supplier who obtained tender forms for the contract a copy of the addendum. A copy of the addendum shall be stapled to each tender form not yet distributed and advertised in the same publication as originally stated.
- c) When it is advisable to cancel a contract under call, an advertisement shall be prepared for insertion in the same publication as originally stated. Each Contractor/Supplier who received tender documents shall be notified by telephone and or email that the contract has been cancelled and will have any tenders, if submitted, returned unopened by hand or certified mail.
- d) When it is advisable to extend a closing date for receiving tenders, an advertisement shall be prepared for insertion in the same publication as originally stated. Each Contractor/Supplier who received a tender document shall be notified of the extension by telephone or email. If a tender has already been received before the notification of the extension of time, and the extension of time is two weeks or less, the Contractor/Supplier shall be advised by email or certified mail that his tender will be returned, unopened, upon request. If the extension of time is more than two weeks, all tenders will be returned unopened.

### **4.2 SUBMISSION OF BIDS**

- a) Bids shall be submitted in paper or electronic form to the dedicated web based service or the Purchasing Officer at the time and date specified by the tender call.
- b) When a tender is received, the envelope shall be time stamped using Coordinated Universal Time - Eastern Standard (computer) and date stamped, regardless of when it is received. The tender shall be deposited unopened, with the Purchasing Officer and recorded on a list of tenders

## **TOWN OF TECUMSEH PURCHASING POLICY**

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received. The number of bids received and the names of bidders are confidential and shall not be divulged prior to the tender opening.

- c) A bidder who has already submitted a tender bid may submit a further tender bid at any time up to the official closing time and date specified by the tender call. The last tender bid received shall supersede and invalidate all bids previously submitted by that bidder.
- d) A bidder may withdraw his or her tender bid at any time up to the official closing time by letter bearing his or her signature as in his or her bid submitted to the Purchasing Officer. Telephone requests will not be considered. When the withdrawal is made in person and the person is other than a senior official of the company, and for letter withdrawals, the authenticity of the request must be confirmed by telephoning a responsible official of the company.
- e) The closing time for receiving tender bids shall be 2:00 pm on Thursday. If the tender is received late, it shall be returned unopened to the bidder either in person or by mail. If a late bid is received without a return address on the envelope it shall be opened, address obtained and then returned. The covering letter should state why the envelope could not be returned unopened.
- f) The opening of bids shall commence at 2:05 p.m. unless the Purchasing Officer or designate acting reasonably postpones the start to some later hour, but the opening shall continue, once started, until the last bid is opened.
- g) The Purchasing Officer shall be responsible for arranging for the public opening of tender bids at the time and date specified by the tender call. There will normally be in attendance at that time,
  - i. the Department Director or his/her designate and;
  - ii. the Purchasing Officer or his/her designate.
- h) Each tender shall be attached to the applicable tender envelope and the bid deposit clipped to the tender form.
- i) If correspondence is found enclosed with a tender in the tender envelope, that tender shall be considered to be an improper bid and shall be so noted in the record of tenders opened and the tender read out in the normal manner. The correspondence and the tenders may be referred to the solicitor for recommendation as to acceptance or rejection.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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- j) When tenders have been opened, the Purchasing Officer shall check the listing of tenders received, and the number of tenders opened to ensure that all tenders received is accounted for. If a discrepancy occurs, the tender opening proceedings shall be delayed until all tenders have been accounted for.
- k) When all tenders have been accounted for, the Purchasing Officer shall announce the number of bids received, the name of the bidder and the total bid amount.
- l) Once the tenders have been read out loud, the Purchasing Officer shall collect all of the tenders and scan copies of the submissions and forward them to the responsible Manager and Director and file the scanned copies electronically. The Purchasing Officer will keep all of the documentation together and in safe keeping until the award is approved.
- m) The checking of tenders shall be completed as soon as possible following the public portion of the tendering opening. Any tender that has been rejected or is improper shall be so noted on the Record of Tenders opened.

### **4.3 AWARDING OF CONTRACT**

- a) Upon award of the contract, the Department Director shall immediately send a notification of acceptance to the successful bidder advising him that his tender has been accepted and advising that the contract documents will follow for execution.
- b) Following review of the tenders, all bid deposit other than the low and second low bidders shall be returned to the applicable bidders by mail or picked up by the bidder. The tender certified bid deposits that are retained shall not be cashed.
- c) The successful bidder, if requested in the tender document shall submit the following documentation in a form satisfactory to the Town within ten (10) working days from the date of mailing of the notice by the Town to the tenderer to do so by the Town:
  - i. executed performance bonds and labour and material bonds;
  - ii. executed agreement;
  - iii. insurance documents in compliance with the tender documents;
  - iv. declarations respecting the Workplace Safety and Insurance Board;
  - v. certificate of clearance from the Workplace Safety and Insurance Board;
  - and

## **TOWN OF TECUMSEH PURCHASING POLICY**

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- vi. any other documentation requested to facilitate the execution of the contract.
- d) If a contract has been awarded and copies of the executed contract are returned and found acceptable to the Municipality, the bid deposits of the successful bidder and the second low bidder shall be returned by certified mail or be picked up by the bidder.
- e) If a contract has been awarded and the successful low bidder fails to sign the contract or provide the necessary documents as outlined within the specified time, the Town may grant additional time to fill the necessary requirements or may recommend either awarding the contract to the next lowest bidder or canceling the contract. If additional time is not granted, the deposit of the low bidder shall be forfeited. If the contract is to be awarded to the second low bidder, his bid deposit shall be retained until he has actually signed the contract. If the second low bidder fails, or declines, to execute the contract if awarded to him his deposit shall be forfeited.
- f) Accessibility for Ontarians with Disabilities Act (AODA) – contractors and service providers, including subcontractors if applicable, that provide services to the public or third parties on behalf of the Town of Tecumseh shall ensure that all its employees, agents, volunteers or others for whom the contractor is legally responsible receive training regarding the provision of the goods and services to persons with disabilities in accordance with Section 6 of the Ontario Regulations 429/07 ( the Regulation) made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended ( the Act). The contractor shall ensure that the training includes a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation. The vendor shall furnish any required records of accessible customer service training to the Town within ten days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

### **4.4 NO ACCEPTABLE BID OR EQUAL BIDS RECEIVED**

- a) Where bids are received in response to a bid solicitation but exceed budget, are not responsive to the requirement, or do not represent fair market value, a revised solicitation shall be issued in an effort to obtain an acceptable bid unless Subsection 4.4 b) applies.



## **TOWN OF TECUMSEH PURCHASING POLICY**

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- b) The Department Director and the Purchasing Coordinator jointly may waive the need for a revised bid solicitation and enter into negotiations with the lowest responsive bidder under the following circumstances:
  - i. The total cost of the lowest responsive bid is in excess of the funds appropriated by Town Council for the project and
  - ii. The Department Director and the Purchasing Officer agree that the changes required to achieve an acceptable bid will not change the general nature of the requirement described in the bid solicitation.
- c) The method of negotiation shall be that accepted as standard negotiating procedures that employ ethical public procurement practices.
- d) The Town of Tecumseh has the right to cease negotiations and reject any offer.
- e) If two equal bids are received the bidders shall be advised that the tender to be accepted will be decided by means of a draw. The names of the tied bidders shall be placed in a container and the tender to be accepted shall be drawn by the Purchasing Officer or his designate. The time and location of the draw shall be set by the Purchasing Officer or his designate and the bidder shall be so advised in order that they may be present. Should any bidder elect not to be represented at the draw, the draw will proceed regardless.

### **4.5 ONLY ONE BID RECEIVED**

- a) In the event only one bid is received in response to a request for tender, the Department Director may return the unopened bid to the bidder when, in the opinion of the Department Director and the Purchasing Officer, using criteria, based on the number of bids which might reasonably be expected on a given type of bid, additional bids could be secured. In returning the unopened bid the Department Director shall inform the bidder that the Town may be recalling the tender at a later date.
- b) In the event that only one bid is received in response to a request for tender, the bid may be opened and evaluated in accordance with the Town's usual procedures when, in the opinion of the Department Director and Purchasing Officer, the bid should be considered by the Town. If, after evaluation by the Department Director and Purchasing Officer, the bid is found not to be acceptable, they may follow the procedures set out in Subsection 4.4 a) to d).

## **TOWN OF TECUMSEH PURCHASING POLICY**

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- c) In the event that the bid received is found acceptable, it will be awarded as an Irregular result under Schedule “A” of the Purchasing By-law.

### **4.6 GUARANTEES OF CONTRACT EXECUTION AND PERFORMANCE**

- a) The Department Director may require that a bid be accompanied by a Bid Deposit or a Bid Bond to guarantee entry into a contract.
- b) In addition to the security referred to in Subsection 4.6 a), the successful supplier may be required to provide:
  - i. A Performance Bond to guarantee the faithful performance of the contract and;
  - ii. A Labour & Material Bond to guarantee the payment for labour and materials to be supplied in connection with the contract
- c) The Department Director shall select the appropriate means to guarantee execution and performance of the contract. Means may include one or more of, but are not limited to, financial bonds or other forms of security deposits, provisions for liquidated damages, progress payments, and holdbacks.
- d) A bid deposit shall be required to accompany and be included in the envelope or electronic submission containing the bid documents in the following circumstances:
  - i. All bids for municipal constructions projects greater than \$50,000;
  - ii. Special maintenance contracts, except for those contracts, whose price in the opinion of the Purchasing Officer is disproportionate to the cost to the contractor of obtaining a bid deposit.
- e) When a bid deposit is required the amount of the bid deposit shall be ten (10%) percent of the bid submitted.
- f) Prior to commencement of work and where deemed appropriate, evidence of Insurance Coverage satisfactory to the Department Director must be obtained, ensuring indemnification of the Town of Tecumseh from any and all claims, demands, losses, costs or damages resulting from the performance of a supplier's obligations under the contract.
- g) Prior to payment to a supplier, a Certificate of Clearance from the Workplace Safety and Insurance Board shall be obtained ensuring all premiums or levies have been paid to the Board to date.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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- h) The Department Director shall ensure that the guarantee methods selected will:
  - i. not be excessive but sufficient to cover financial risks to the Town;
  - ii. provide flexibility in applying leverage on a supplier so that the penalty is proportional to the deficiencies, and
  - iii. comply with provincial statutes and regulations.
- i) All bidders shall include in the tender/sealed bid envelope or the electronic submission the following:
  - i. the tender/bid form issued by the Town or its agents; and
  - ii. the statutory declaration, if applicable.
- j) When a performance bond or labour and material bond is required, the amount of the bond shall be 100 percent of the amount of the tender bid, unless the Department Head recommends and the Purchasing Officer approves a lower level of bonding.
- k) A minimum payment holdback of 10 percent shall be mandatory on all construction contracts for costs greater than \$15,000.
- l) The Town, at their discretion, may also implement a 2 percent holdback up to a maximum of \$15,000 on all construction projects for the stipulated maintenance period of the contract.
- m) The responsible Department Director may release the holdback funds on construction contracts upon:
  - i. the contractor submitting a statutory declaration that all accounts have been paid and that all documents have been received for all damage claims;
  - ii. receipt of clearance from the Workplace Safety and Insurance Board for any arrears of Workplace Safety and Insurance Board assessment;
  - iii. all the requirements of the Construction Lien Act, R.S.O. 1990, being satisfied;
  - iv. receipt of certification from the Town solicitor, where applicable, that liens have not been registered, and
  - v. substantial performance.
- n) Treasury is authorized to cash and deposit any bid deposit cheques in the Town's possession that are forfeited as a result of non-compliance with the terms, conditions and/or specifications of a sealed bid.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **4.7 CONTRACTUAL AGREEMENT**

- a) The award of a contract may be made by way of a formal agreement, Contract Record or Purchase Order.
- b) A Purchase Order or Contract Record is to be used when the resulting contract is straightforward. A formal agreement is to be used when the resulting contract is complex.
- c) It shall be the responsibility of the Department Director and/or the Town Solicitor to determine if it is in the best interest of the Town to establish a formal agreement with the supplier.
- d) Where it is determined that Subsection 4.7 c) is to apply, the formal agreement may be reviewed and approved for execution by the Town Solicitor.
- e) Where a formal agreement is required, as a result of the award of a contract, the Mayor and Town Clerk shall execute the agreement in the name of the Town of Tecumseh.
- f) Where a formal agreement is not required, the Department Director shall issue a Purchase Order or Contract Record incorporating the terms and conditions relevant to the award of contract.

### **4.8 EXERCISE OF CONTRACT RENEWAL OPTIONS**

- a) Where a contract contains an option for renewal, the Department Director may exercise such option provided that all of the following apply:
  - i. the supplier's performance in supplying the goods, services or construction is considered to have met the requirements of the contract;
  - ii. The Department Director and the Purchasing Officer agree that the exercise of the option is in the best interest of the Town;
  - iii. funds are available in appropriate accounts within Town Council approved budget including authorized revisions to meet the proposed expenditure; and
  - iv. a valid business case has been completed.
- b) Where a contract does not contain an option for renewal, the Department Director may consider an extension for no more than the term of the original

## **TOWN OF TECUMSEH PURCHASING POLICY**

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contract provided that all of the criteria as outlined in 4.8 a) apply. The extension in this case is to be approved by Council.

- c) The business case shall be authorized by the Department Director and shall include written explanation as to why the renewal is in the best interest of the Town and include comment on the market situation and trend.

### **4.9 CONTRACT AMENDMENTS AND REVISIONS**

- a) No amendment or revision to a contract shall be made unless the amendment is in the best interest of the Town.
- b) No amendment that changes the price of a contract shall be agreed to without a corresponding change in requirement or scope of work.
- c) Amendments to contracts are subject to the identification and availability of sufficient funds in appropriate accounts within Town Council approved budget including authorized revisions.
- d) Department Directors may authorize amendments to contracts provided that the total amended value of the contract is within the approval authority as noted in Schedule "A".
- e) Where expenditures for the proposed amendment combined with the price of the original contract exceeds Town Council approved budget for the project, a report prepared by the Department Director shall be submitted to Town Council recommending the amendment, and proposing the source of financing.

### **4.10 EXECUTION AND CUSTODY OF DOCUMENTS**

- a) The Mayor and Town Clerk are authorized to execute formal agreements in the name of the Town of Tecumseh for which the award was made.
- b) Department Director shall have the authority to execute Purchase Orders and/or Contract Records issued in accordance with these provisions.
- c) The Clerk shall be responsible for the safeguarding of original contract documentation for the contracting of goods, services or construction for which the award is made.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **4.11 EXCLUSION OF BIDDERS IN LITIGATION**

- a) The Town may, in its absolute discretion, reject a Tender or Proposal submitted by the bidder if the bidder, or any shareholder, officer or director of the bidder or Related Party is or has been engaged, either directly or indirectly through another corporation, in a legal action against the Town, its elected or appointed officers and employees in relation to:
  - i. any other contract or services; or
  - ii. any matter arising from the Town's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a quotation, tender or proposal under this clause, the Town will consider whether the litigation is likely to affect the bidder's ability to work with the Town, its consultants and representatives, and whether the Town's experience with the bidder indicated that the Town is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the bidder.

### **4.12 EXCLUSION OF BIDDERS DUE TO POOR PERFORMANCE**

- a) The Department Director shall document evidence and advise the Purchasing Officer in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The pre-qualification of a contractor shall be reviewed and suspended by the Department Director where the Director becomes aware of:
  - i. unsatisfactory performance on Town contracted works;
  - ii. material adverse change in a contractor's technical, financial, managerial or organizational capability.
- c) The Purchasing Coordinator and Purchasing Officer may, in consultation with the Town Solicitor, prohibit an unsatisfactory supplier/existing pre-qualified contractor from bidding on future Contracts for a period of up to three years.

### **4.13 ACCESS TO INFORMATION**

The disclosure of information received relevant to the issue of bid solicitations or the award of contracts emanating from bid solicitations shall be made by the appropriate officers in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **PART V GENERAL**

#### **5.1 DIRECT SOLICITATION OF DEPARTMENTS**

- a) Unsolicited Proposals received by the Town shall be reviewed by the Department Director.
- b) Any procurement activity resulting from the receipt of an Unsolicited Proposal shall comply with the provisions of the By-law.
- c) A contract resulting from an Unsolicited Proposal shall be awarded on a non-competitive basis only when the procurement complies with the requirements of a non-competitive procurement.

#### **5.2 ETHICS IN PURCHASING**

The code of purchasing ethics established by the Ontario Public Buyers Association shall apply to all staff involved in the procurement policy.

#### **5.3 RESOLUTION OF QUESTIONS OF POLICY**

Any question involving the meaning or application of this policy is to be submitted to the Chief Administrative Officer who will resolve the question.

#### **5.4 AMENDMENT OR RESCINDING OF POLICY**

The Chief Administrative Officer and the Treasurer from time to time, at his/her discretion, may make recommendations regarding the rescinding, remaking or amending this policy or any provision.

### **PART VI DISPOSAL OF SURPLUS OR SCRAP MATERIALS AND EQUIPMENT**

#### **6.1 ITEMS CONSIDERED OBSOLETE OR SURPLUS BY DEPARTMENTS**

- a) All departments shall notify the Treasurer when items become obsolete or surplus to their requirements to ascertain if the items can be of use by another department rather than disposed of.
- b) Items that are not claimed for use by another department may be offered for sealed bids, public auction or other public sale, depending in the opinion of

## **TOWN OF TECUMSEH PURCHASING POLICY**

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the Treasurer on which method is most suitable for the equipment or material involved.

- c) A major auction shall be held annually or as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- d) The revenue from the sale of obsolete material shall be credited to the appropriate account.

### **6.2 PERIODIC BIDS FOR AUCTIONEER SERVICES**

The Treasurer is authorized to obtain sealed bids for auctioneer services on a periodic basis from qualified auctioneers.

### **6.3 DISPOSAL OF SCRAP MATERIAL**

- a) Where scrap material is available for disposal, the relevant Department Director will advise the Treasurer who shall be responsible for its disposal.
- b) The Treasurer, after determining the value and possible alternate use of the scrap material, may dispose of the material by:
  - i. general advertising to secure sealed bids;
  - ii. direct contact with the appropriate dealers to view the scrap and submit offers to purchase;
  - iii. public auction; or
  - iv. other methods as deemed appropriate.
- c) The revenue from the sale of scrap material shall be credited to the appropriate account.



**TOWN OF TECUMSEH  
PURCHASING POLICY**

**APPENDIX “A”  
IRREGULARITIES CONTAINED IN BIDS**

<b>IRREGULARITY</b>	<b>RESPONSE</b>
1 Late bids	Automatic rejection, not read publicly and returned unopened to the bidder
2 Unsealed envelopes	Automatic rejection
3 Bid surety insufficient or not submitted with the bid when the bid request (or any addenda) indicated that such surety is required	Automatic rejection
4 Execution of Bid Bonds: <ul style="list-style-type: none"> <li>• Corporate seal or equivalent proof of authority to bind company or signature of the BIDDER or both missing</li> <li>• Corporate seal or equivalent proof of authority to bind company or signature of BONDING company missing</li> </ul>	Automatic rejection
5 Other Bid Security: <ul style="list-style-type: none"> <li>• Cheque which has not been certified</li> </ul>	Automatic rejection
6 Documents, in which all necessary Addenda have not been acknowledged	Automatic rejection
7 Failure to attend mandatory site visit	Automatic rejection
8 Bids received on documents other than those provided by the Town of Tecumseh	Automatic rejection
9 Failure to insert the Tenderer's business name in the Form of Tender	Automatic rejection
10 Signature page missing	Automatic rejection
11 Failure to complete document in ink or typed. Must be legible	Automatic rejection
12 Pricing page missing	Automatic rejection
13 Conditions placed by the Tenderer on the Total Contract Price	Automatic rejection

**TOWN OF TECUMSEH  
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14 Part bids (all items not bid)	Acceptable unless complete bid has been specified in the request
15 Bids containing minor clerical errors	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
16 Alternate items bid in whole or in part	Available for further consideration unless specified otherwise in request
17 Unit prices in the schedule of prices have been changed but not initialed	2 working days to correct initial errors. Town reserves the right to waive initialing and accept bid
18 Mathematical errors which are not consistent with the unit prices	2 working days to initial corrections. Unit prices will govern.
19 Other mathematical errors	<ul style="list-style-type: none"> <li>a) If both the unit price and the total price are left blank, then both shall be considered as zero</li> <li>b) If the unit price is left blank but a total price is shown for the item, the unit price shall be established by dividing the total price by the estimated quantity</li> <li>c) If the total price is left blank for a lump sum item, it shall be considered as zero</li> <li>d) If the tender contains an error in addition and/or subtraction and/or transcription in the approved tender documentation format requested (i.e. not the additional supporting documentation supplied), the error shall be corrected and the corrected total contract price shall govern</li> </ul>
20 Bid documents which suggest that the bidder has made a major mistake in calculations or bid	Consultation with a Solicitor on a case-by-case basis

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **APPENDIX B PRE-QUALIFICATION OF CONTRACTORS**

1. To be considered for pre-qualification, the applicant must demonstrate the following criteria:
  - have the experience and the ability in the type of construction relevant to the pre-qualification class;
  - have a manager active in the construction operations;
  - have appropriate equipment to carry out the works;
  - have financial viability and where required, provide proof of the ability for bonding or surety to the Town;
  - be familiar with all applicable provisions of the Occupational Health and Safety Act and Regulations for construction projects. He shall have in place all Corporate Health and Safety Policies and Procedures as required under the legislation. Copies of said policies shall be provided to the municipality upon request;
  - provide, when required a certificate of good standing from the Workplace Safety and Insurance Board.
- 2 Applicants may apply for pre-qualification in one or more categories, with a separate application required for each category, as follows:
  - OD – open drain construction: Includes open channel construction and maintenance works including brush removal, erosion protection works and corrugated steel pipe culvert (bridge) installations.
  - CD – closed drainage works: Includes the installation or repair of tile drainage systems, catch basin, manholes, and mechanical pump stations.
  - R – road works: Includes road reconstruction and related works.
  - B – bridge installations: Includes the installation and/or repair of corrugated steel pipe culverts, pre-cast concrete box culverts and end treatment systems.
  - ST – storm sewer works: Includes the installation, repair, improvement or maintenance of storm sewer systems and appurtenances.
  - SA – sanitary sewer works: Includes the installation, repair, improvement or maintenance of sanitary sewer systems and appurtenances.
  - W – water distribution works: Includes the installation, repair, improvement or maintenance of watermains, connections and appurtenances.
  - BM – building maintenance: Includes roofing and siding and minor general repairs.
  - SW – sidewalk maintenance: Includes installation and repairs

## **TOWN OF TECUMSEH PURCHASING POLICY**

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### **APPENDIX C STATEMENT OF ETHICS**

The Ontario Public Buyers Association's Code of Ethics is based upon the following tenets and members of OPBA attempt to consistently practice their profession and deal with their day-to-day responsibilities according to these principles. Members are encouraged to display this statement in their departments as well as in other locations in their agencies.

Open and Honest dealings with Everyone Who is Involved in the Purchasing Process. This includes all businesses with which this agency contracts or from which it purchases goods and services, as well as all members of our staff and of the public who utilize the services of the purchasing department.

Fair and Impartial Award Recommendations for All Contracts and Tenders. This means that we do not extend preferential treatment to any vendor, including local companies. Not only is it against the law, it is not good business practice, since it limits fair and open competition for all vendors and is therefore a detriment to obtaining the best possible value for each tax dollar.

An Irreproachable Standard of Personal Integrity on the Part of All Those Designated as Purchasing Agents for this Agency. Absolutely no gifts or favours are accepted by the purchasing agents of this agency do not publicly endorse one company in order to give that company an advantage over others.

Cooperation With Other Public Agencies in Order to Obtain the Best Possible Value for Every Tax Dollar. This agency is a member of a cooperative purchasing group. Made up of several public agencies, this group pools its expertise and resources in order to practice good value analysis and to purchase goods and services in volume and save tax dollars.

Continuous Development of Purchasing Skills and Knowledge. All members of the purchasing department of this agency take advantage of the many opportunities provided by the Ontario Public Buyers Association to further their knowledge of good public purchasing principles and to maintain excellent skills.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-64

Being a by-law to confirm and appoint certain officers, servants and employees of the Corporation of the Town of Tecumseh.

**WHEREAS** pursuant to Section 228(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Clerk;

**AND WHEREAS** pursuant to Section 228(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Clerk;

**AND WHEREAS** pursuant to Section 229 of the *Municipal Act* 2001, S.O. 2001 c.25, the Council may appoint a Chief Administrative Officer;

**AND WHEREAS** pursuant to Section 286(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Treasurer;

**AND WHEREAS** pursuant to Section 286(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Treasurer;

**AND WHEREAS** pursuant to Subsection 435(1)1 of the *Municipal Act* 2001, S.O. 2001 c. 25, the power of a municipality of entry under Sections 438 and 439, shall be exercised by an employee, officer or agent of the municipality or a member of the police force of the municipality.

**AND WHEREAS** pursuant to Section 3(2) of the *Building Code Act* 1992, S.O. 1992 c.23, the Council of each municipality shall appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the *Building Code Act* in the areas in which the municipality has jurisdiction;

**AND WHEREAS** Clause 28(o) of the *Interpretation Act*, R.S.O. 1990 Chapter I.11, confers authority to Council to appoint an Acting Chief Building Official;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh deems it necessary and expedient to appoint an Acting Chief Building Official to enforce the *Building Code Act*, the Regulations and by-laws thereunder in the absence of the Chief Building Official;

**AND WHEREAS** pursuant to Section 6 of the *Fire Protection and Prevention Act* 1997, S.O. 1997 c. 4 the Council shall appoint a Fire Chief for the Fire Department if a Fire Department is established for the whole or part of a municipality;

**AND WHEREAS** pursuant to O. Reg. 380/04, s. 10 (1) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990 c. E.9, every municipality shall designate an employee of the municipality or a member of the Council as its emergency management program co-ordinator.

**AND WHEREAS** pursuant to Section 93 of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

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

1.     **THAT** Laura Moy is hereby appointed as the Clerk.
2.     **THAT** Jennifer Alexander is hereby appointed as the Deputy Clerk.
3.     **THAT** Christina Hebert is hereby appointed as Acting Deputy Clerk.
4.     **THAT** Tony Haddad is hereby appointed as Chief Administrative Officer and Deputy Clerk.
5.     **THAT** Luc Gagnon is hereby appointed as the Treasurer.
6.     **THAT** Thomas Kitsos is hereby appointed as Deputy Treasurer.
7.     **THAT** Mike Voegeli is hereby appointed as Chief Building Official and Plumbing Inspector, and By-law Enforcement Officer.
8.     **THAT** Rick Wellwood is hereby appointed as a By-law Enforcement Officer.
9.     **THAT** John Blokker is hereby appointed as a Building Inspector and By-law Enforcement Officer.
9.     **THAT** John Blokker is hereby appointed as Acting Chief Building Official for The Corporation of the Town of Tecumseh.
10.    **THAT** the Acting Chief Building Official shall have the same powers and authority for enforcement of the *Building Code Act*, the Regulations and by-laws thereunder as the Chief Building Official.
11.    **THAT** the Acting Chief Building Official is hereby empowered to act, upon notice from the Clerk of The Corporation of the Town of Tecumseh, when the Chief Building Official is absent or is unable to perform his duties for any of the following occasions or circumstances:
  - a)     annual leave or vacation;
  - b)     illness, disability or death;
  - c)     attendance at training courses, seminars or conferences;
  - d)     bereavement leave;
  - e)     attendance at court or legal proceedings; or
  - f)     a conflict of interest.
12.    **THAT** Doug Pitre is hereby appointed as Fire Chief and Community Emergency Management Program Co-ordinator.
13.    **THAT** Chad Mactier is hereby appointed as Deputy Fire Chief and Alternate Community Emergency Management Program Co-ordinator.
14.    **THAT** Sam Paglia is hereby appointed as Drainage Superintendent.
15.    **THAT** By-law No. 2015-39 and any other by-law inconsistent with this by-law are hereby repealed.
16.    **THAT** this by-law shall come into force and take effect on the date of its final passing.

**READ** a first, second, third time and finally passed this 12<sup>th</sup> day of September, 2017.

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

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

**THE CORPORATION OF THE TOWN OF TECUMSEH**

**BY-LAW NUMBER 2017-65**

Being a by-law to authorize an Amending Agreement for the Canada 150 Community Infrastructure Program Contribution Agreement between The Corporation of the Town of Tecumseh (Town) and Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario (Minister)

**WHEREAS** the Minister and the Town entered into a Contribution Agreement made as of April 26, 2016 under the Canada 150 Community Infrastructure Program, (Contribution Agreement), whereby the Minister has agreed to make a non-repayable contribution to the Town;

**AND WHEREAS** the Minister and the Town wish to amend the Contribution Agreement in order to amend Annex 1 – the Statement of Work;

**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 Amending Agreement for the Canada 150 Community Infrastructure Program Contribution Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Canada as represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario, dated the 12<sup>th</sup> day of September, 2017, a copy of which Amending 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 Amending Agreement Canada 150 Community Infrastructure Program Contribution 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 12<sup>th</sup> day of September, 2017.

“SEAL”

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

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

## **CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM**

### **AMENDING AGREEMENT #1**

This Amending Agreement made on \_\_\_\_\_

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**  
("Her Majesty") hereby represented by the Minister responsible for the  
Federal Economic Development Agency for Southern Ontario ("Minister")

**AND: The Corporation of the Town of Tecumseh** ("Recipient") a  
municipal government established under the laws of Ontario.

Each a "**Party**" and (collectively referred to as the "**Parties**")

**WHEREAS** the Minister and the Recipient entered into a contribution agreement made as of April 26, 2016 under the Canada 150 Community Infrastructure Program, ("Contribution Agreement"), whereby the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of \$400,000.

**WHEREAS** the Parties wish to amend the Contribution Agreement in order to amend Annex 1 - the Statement of Work.

**NOW THEREFORE** in consideration of their respective obligations contained herein, the Parties agree to the following:

#### **1. Interpretation**

All capitalized terms used and not otherwise defined herein will have the meanings given to them in the Contribution Agreement.

#### **2. Execution**

This Amending Agreement must be executed by the Recipient and received by the Minister within thirty (30) days of its signature on behalf of the Minister, failing which the Minister may declare it will be null and void.

#### **3. Amendment**

- 3.1 In the Contribution Agreement, Annex 1 – Statement of Work is hereby deleted and replaced by a new Annex 1 – attached hereto in Schedule 1.



#### **4. General**

- 4.1 The Contribution Agreement and this Amending Agreement will henceforth be read together and will have the effect as if all the provision of such agreements were contained in one instrument.
- 4.2 Except for the amendments expressly set forth in this Amending Agreement, the other terms and provisions of the Contribution Agreement remain unchanged.
- 4.3 This Amending Agreement is governed by the laws of the Province of Ontario and the laws of Canada.
- 4.4 This Amending Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument.
- 4.5 Each of the Parties shall, at the request of the other Party to this Amending Agreement, execute such documents and do such acts as may be reasonably required to carry out the terms of this Amending Agreement.
- 4.6 This Amending Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.
- 4.7 No modification, supplement or amendment to this Amending Agreement shall be binding unless executed in writing by all of the Parties hereto.

**IN WITNESS WHEREOF** the Parties hereto have executed this Amending Agreement through duly authorized representatives.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**

Per:   
Federal Economic Development Agency  
for Southern Ontario

Date: Aug. 18. 2017

**The Corporation of the Town of Tecumseh,**

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the corporation.

Per: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the corporation.

**SCHEDULE 1****Annex 1****CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM****STATEMENT OF WORK**

Recipient: The Corporation of the Town of Tecumseh

Project Title: Expansion and Repair of Lakewood Park Trail Network

Project Location: 13451 Riverside Drive, Tecumseh, N8N 2M8

**PROJECT DESCRIPTION:**

Project work includes:

- Resurfacing approximately 2 kilometres of gravel trail with an asphalt surface to improve accessibility;
- Expanding the trail by approximately 0.6 kilometres to provide interior connector links;
- Constructing one pedestrian bridge as a trail connector link over existing channel; and,
- Installing between 80 - 100 pieces of permanent outdoor fitness and recreational equipment, seating and permanent garbage disposal containers in the park; and
- Conducting drainage work along the trail.

Estimated date of commencement: May 1, 2016

Estimated date of Substantial Completion: March 31, 2018

**FEDEDEV ONTARIO CONTRIBUTION BY FISCAL YEAR**

2016/2017	2017/2018	Total
\$390,231	\$9,769	\$400,000

**PROJECT COSTS AND FINANCING:**

<b>CAPITAL</b>		
<b>Eligible Costs</b>		
<b>Costs</b>	<b>Amount</b>	
Planning/Design/ Engineering	\$0	
Repair/Construction	\$717,275	
Project Management	\$10,000	
Other	\$0	
Contingency	\$72,725	
<b>Total Eligible Costs (TEC)</b>	<b>\$800,000</b>	
<b>Financing</b>	<b>Amount</b>	<b>% TEC</b>
FedDev Ontario Contribution	\$400,000	50.0%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$400,000	50.0%
Other (specify source)	\$0	0.0%
Other (specify source)	\$0	0.0%
<b>Sub-Total Financing TEC</b>	<b>\$800,000</b>	<b>100.0%</b>

<b>STACKING LIMITS</b>	
<b>STACKING – CAPITAL</b>	
Total Eligible Costs	\$800,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$800,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$800,000
Stacking %	100%
Stacking Limit	100%

**Please Note:**

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 2.
- 3) The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.
- 4) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

Employees: \$0  
 Materials: \$0  
 Equipment: \$0

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-66

Being a by-law to provide for the repair and improvements to the 7th Concession 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 7th Concession Drain;

**AND WHEREAS** the Town procured a Drainage Report for the 7th Concession Drain and specifications from the consulting engineering firm of Baird AE, dated February 7, 2017 (Drainage Report);

**AND WHEREAS** notice of a Public Meeting to hear comments from the affected property owners was given on February 13, 2017;

**AND WHEREAS** a Public Meeting of Council was held on Tuesday, March 14, 2017, at 6:00 p.m. to hear from any affected property owners on the Drainage Report;

**AND WHEREAS** the Drainage Report was sent back to the Engineer for reconsideration, by Council on Tuesday April 11, 2017 at the Court of Revision;

**AND WHEREAS** the Engineer provided a Reconsidered Drainage Report for the 7th Concession Drain and specifications from the consulting engineering firm of Baird AE, dated August 8, 2017 [Reconsidered Drainage Report];

**AND WHEREAS** notice of a Public Meeting to hear comments from the affected property owners on the Reconsidered Drainage Report was given on August 25, 2017;

**AND WHEREAS** a Public Meeting of Council was held on Tuesday, September 12, 2017, at 6:00 p.m. to hear from any affected property owners on the Reconsidered 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 7th Concession 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 7th Concession Drain, dated February 7, 2017, as prepared by the consulting engineering firm Baird AE and attached hereto as Schedule "A" to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **THAT** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **THAT** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
  - (a) Grants received under Section 85 of the said Act;
  - (b) Commuted payments made in respect of land and roads assessed.
4. **THAT** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.

- 5. **THAT** the specifications and General Specifications as established are adopted as set out in the 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** Provisional By-law No. 2017-15 is hereby repealed.
- 8. **THAT** this by-law shall come into force upon and after the final passing thereof.

**READ** a first and second time this 12<sup>th</sup> day of September, 2017.

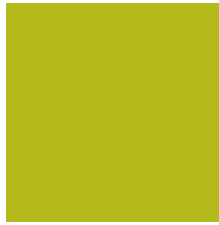
\_\_\_\_\_  
Gary McNamara, Mayor

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

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

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

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



# Repair and Improvement to the 7th Concession Drain

Town of Tecumseh

February 7, 2017  
Reconsidered August 8, 2017

Project No. 14-105



27 Princess St., Unit 102  
Leamington, ON N8H 2X8  
519.326.6161 T/F 1.844.842.9188  
[bairdAE.ca](http://bairdAE.ca)

February 7, 2017  
 Reconsidered August 8, 2017

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

Mayor McNamara and Councillors

Subject: Repair and Improvement  
 To the 7th Concession Drain  
 In the Town of Tecumseh  
 Our File Reference 14-105

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## 1.0 Authorization

Pursuant to Section 78 of The Drainage Act, 1990 (the Act), the Corporation of the Town of Tecumseh received a request for the repair and improvement of the 7th Concession Drain. The firm of Crozier Baird, now known as Baird AE, was subsequently appointed to prepare a report as provided for under the provisions of the Act.

As requested by Council, we have made an examination of the 7th Concession Drain located along the north side of North Talbot Road commencing approximately 14 metres east of Walker Road. The drainage area encompasses land between County Road 46 to the north and North Talbot Road to the south; Walker Road to the west and Ure Street to the east.

## 2.0 Drainage Act Process

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

- a) Council determines that repair and improvements are required.
- b) Council appoints an Engineer.
- c) Engineer conducts an onsite meeting.
- d) Engineer conducts a survey of the drain.
- e) Need for preparation of a Preliminary Report is decided.
- f) Engineer completes and provides a Preliminary Report, if required.
- g) Council considers Preliminary Report, if required, with affected landowners and decides on an option(s) with which to proceed.
- h) A Draft Report is provided to the Municipality.
- i) A Public Information Centre (PIC) is held with affected landowners to discuss the report prior presenting the final report to Council.
- j) Engineer prepares Final Drainage Report and provides copy to the Municipality.
- k) Meeting to Consider the report held in front of Council with affected landowners.
- l) At the Meeting to Consider, the Municipal Council may adopt the Drainage Report. If adopted, the Municipal Clerk prepares a provisional by-law for the recommended work and sends copies of the by-law to affected parties and arranges a second meeting of Council for the Court of Revision, within thirty days of adopting the provisional by-law.
- m) The Court of Revision is typically held within 30 days at a subsequent meeting with affected



- landowners to discuss any disputes regarding assessment of cost to lands and roads.
- n) Council passes by-law for construction of the work after statutory appeal period expires. Typically, the appeal period is a minimum of 40 days from the date of the provisional by-law.
  - o) Tenders are received by the Municipality to perform the recommended work and construction is carried out. Inspection of the construction work may be provided by the Town Drainage Superintendent or by an inspector from the engineering office.
  - p) Upon completion of construction, the Municipal Clerk will finalize all applicable costs and submit grant applications to the Ministry of Agriculture and Food, if applicable. The clerk will then send a final net assessment to the affected landowners. Only lands listed by the Municipal Property Assessment Corporation as having Farm Class Tax Rate are eligible for a 1/3 grant.

### 3.0 Current Drainage Report and Drain History

Work has been completed on the 7<sup>th</sup> Concession Drain under various Engineers' reports. Previous works and reports are as follows:

**Report dated November 18, 2008 prepared by Tim Oliver, P.Eng. (Dillon Consulting):** recommended repairs, realignment, deepening of the downstream section of the 7<sup>th</sup> Concession Drain from the 7<sup>th</sup> Street Drain Outlet Diversion southerly approximately 1,321 metres to the former railway. The drain was widened and deepened by approximately 1 metre. As part of this report, the first 444 metres were cleaned and the remainder was constructed to the design grades by MTO as part of the Highway 401 improvements. (It should be noted that MTO construction only went to Provincial Road (Station 1+138).)

**Report dated July 8, 1991 prepared by Lou Zarlenga, P.Eng.:** recommended repair and improvements entailed enclosing the open portion of the drain adjacent to and along the north side of North Talbot Road; removing accumulated brush and sediment from the open drain; deepening and widening and providing additional outlet to that portion of the drain situated north of Moynahan Street to just south of Highway No. 401.

**Report dated June 9, 1978 prepared by Maurice Armstrong, P.Eng.:** recommended that the extension of the 7<sup>th</sup> Concession Drain be established as a municipal drain. The extension commenced 14 metres east of Walker Road and continued easterly along the north side of North Talbot Road to the point where the drain turns north. The report further recommended that the 7<sup>th</sup> Concession Drain be cleaned from the north side of North Talbot Road to the drain's outlet. Repair and improvement of various culvert pipes was recommended as well.

A review of the current report indicates that the existing drainage area is approximately 57.83 ha (143.01 acres) in size.

### 4.0 Purpose of Report

The purpose of this report is to provide for the repair and improvement of the drain from Station 1+321 just north of the former railway to the upper end at Walker Road. Affected landowners have raised issue with the functioning of the drain particularly in the area near Del Duca Drive.

This report provides a description and estimated cost of the proposed work. In addition, the report provides a recommendation for distribution of the construction and incidental costs related to the work. This report further provides for the distribution of future maintenance costs. The assessments provided in this report are based upon the estimated cost of the work; these assessments would be pro-rated to the actual cost of the project upon completion of the works.

We would further recommend that this report incorporate the 7<sup>th</sup> Concession Drain Extension into the 7<sup>th</sup> Concession Drain and the entirety of the drain be known as the **7<sup>th</sup> Concession Drain**.

## 5.0 Site Meeting

On Wednesday, August 27, 2014 at 9:00am, a meeting was held on Del Duca Drive to discuss the project. The following people attended the site meeting:

<b>Landowners Present</b>	<b>Affiliation</b>
Greg Scott	Tregaskiss
Ray Little	Calframax
Joel Fillion	Morton Wholesale
Anna Godo, P.Eng.	City of Windsor
Sam Paglia, E.I.	Town of Tecumseh
Ryan Langlois, EI	Baird AE
Halliday Pearson, P.Eng.	Baird AE

A written record of this meeting is contained in Appendix A of this report.

A Public Information Centre (PIC) was held on September 14, 2016 at 5:00 pm at the Tecumseh Municipal office. This meeting was held to receive comments from property owners with respect to the draft report dated August 16, 2016.

<b>Landowners Present</b>	<b>Affiliation</b>
Loris Collavino	PSI
Ryan Lawson	Expressway Trucks
Gregg Strong	Expressway Trucks
Sam Paglia, P.Eng.	Town of Tecumseh
Cheryl Curran	Town of Tecumseh
Don Joudrey, P.Eng.	Baird AE
Halliday Pearson, P.Eng.	Baird AE

Mr. Collavino indicated his property being assessed to the 7<sup>th</sup> Concession Drain has no direct outlet to the 7<sup>th</sup> Concession Drain and most of the water drains onto neighbouring properties.

It was stated that the property was assessed to the 7<sup>th</sup> Concession Drain in the previous report. The property will be investigated further to determine where the water actually goes. If some of the property actually drains to the 7<sup>th</sup> Street Drain, the properties could be included in the other drain but would have to be done through another report. A survey would have to be done to confirm how much property is to be redirected. Alternatively, the parcel may remain in the 7<sup>th</sup> Concession Drain until such time as neighbours express concerns. A subsequent site visit showed that part of the property does drain to the 7<sup>th</sup> Concession Drain by way of a swale across the adjacent property to the east.

Mr. Strong indicated he has water ponding in his property because of work to County Road 46. He wanted to know if he could redirect the water to the 7<sup>th</sup> Concession Drain. He was told he would have to submit a petition for drainage to the Town. Alternatively, the County would have to be contacted to repair the drainage.

Mr. Strong also indicated he had a second drain at the back of his property into the 7<sup>th</sup> Concession Drain that has not been identified. This will be added to the report.

No further comments were received.

## 6.0 Topographic Survey

We commenced our survey at the upstream end of the 7<sup>th</sup> Concession Drain Extension, being the enclosed portion of the drain at Walker Road. Our survey continued easterly for approximately 467 metres before turning north where the drain becomes an open drain. The open drain flows north for approximately 350 metres before crossing Moynahan Street where it continues easterly for approximately 217 metres. The open drain continues north for approximately 447 metres before crossing the former railway. The survey finished approximately 230 metres downstream of the former railway line.

## 7.0 Existing Conditions

We find that the 7<sup>th</sup> Concession Drain is in need of repair and requires cleaning pursuant to Section 78 of the Act.

As a result of the survey, we have found the following:

The existing enclosed portion of the drain between Station 2+386.6 and Station 2+848.8 ranges in size from 450mm diameter CSP to 825mm diameter CSP. The Tregaskiss representative present at the onsite meeting noted that their parking lot experiences flooding. It is the Engineer's opinion that the parking lot is designed to flood to act as the stormwater management system. Cleaning of the enclosed and open drain will most likely reduce the time that the parking lot experiences flooding but will not eliminate the flooding due to the stormwater management design.

Considerable sediment has accumulated in the bottom of the drain preventing the proper flow of water, particularly between Station 1+321 and 1+825 and between 1+920 and 2+200. Considerable vegetation is present along the length of the drain between Station 1+350 and Station 1+820. Mature trees outside of the drain bank limit shall remain undisturbed except where necessary to facilitate the proposed works.

We further noted that additional work is required north of the railway to take advantage of the deepened downstream drain. This work shall be carried out separately by the Town as maintenance.

We further found that many of the culverts within the drain are out of vertical alignment but would not significantly impede flows, however most are undersized and will have to be replaced with larger culverts.

The stationing of the upper sections of the drain have been adjusted from previous reports to reflect the stationing laid out in the Dillon Report. We have continued with the stationing from the Provincial Road Culvert (south end is located at Station 1+150). The upper end at Walker Road is now Station 2+848.8.

There is currently one road crossing on the 7<sup>th</sup> Concession Drain as described below:

Culvert No. 7– Moynahan Street, Town of Tecumseh

### Station 2+054

The existing 900mm diameter corrugated steel pipe is in good condition; however, hydraulic calculations indicate that the pipe is undersized. Concrete pieces and rocks form the end of pipe protection at the downstream end of the crossing. End of pipe protection is absent from the

upstream end of the crossing. This structure is currently identified as part of the 7<sup>th</sup> Concession Drain under the current by-law.

There are currently six culverts within the 7<sup>th</sup> Concession Drain as described below:

Culvert No. 1 and 2 – Detroit River Tunnel Company, Roll No. 590-01000

Station 1+379

There are currently two pipes under the former railway. The existing 1200mm diameter ductile iron pipe (Culvert No. 2) is in good condition; however, the invert elevation of the pipe is approximately 150mm above the bottom of the existing drain. A 600mm diameter welded steel casing pipe (Culvert No. 1) was installed under the 1991 Zarlenga report beside the existing 1200mm diameter pipe. The invert of this pipe matches the existing grade at this location. The limited capacity of the 600mm diameter pipe and the improper elevation of the 1200mm diameter pipe together prevent the proper flow of water within the drain. End of pipe protection was not found for either structure. These pipes are in place to allow the flow of water northerly under the former railroad tracks and are currently identified as part of the 7<sup>th</sup> Concession Drain under the current by-law.

It should be noted the railway is not currently in use and now ends at 8<sup>th</sup> Concession Road approximately 800 metres east of the existing railway culverts.

Culvert No. 3 – SGM Real Estate Holdings ULC, Roll No. 550-01500

Station 1+854

The existing 900mm diameter corrugated steel pipe is in good condition; however, hydraulic calculations indicate the pipe is undersized. Poured concrete headwalls are in good condition. This structure provides access to commercial lands and is identified as part of the 7<sup>th</sup> Concession Drain under the current by-law.

At the landowner's request, the length and location of the culvert has been modified to that described in Section 8.0 Recommendations and shown on the attached plans.

Culvert No. 4 – Adine Builders Ltd., Roll No. 550-01600

Station 1+909

The existing 900mm diameter corrugated steel pipe is in good condition; however, hydraulic calculations indicate that the pipe is undersized. Poured concrete headwalls are in satisfactory condition although cracking was noted on the upstream headwall. The elevation of the culvert does not correspond to the design grade of the drain bottom. This structure provides access to commercial lands and is identified as part of 7<sup>th</sup> Concession Drain under the current by-law.

Culvert No. 5 – Gail and Pamela Rodzik, Roll No. 550-02000

Station 1+957

The existing 900mm diameter corrugated steel pipe is in good condition; however, hydraulic calculations indicate that the pipe is undersized. Concrete jute bag headwalls are in good condition. The elevation of the culvert does not correspond to the design grade of the drain bottom. This structure provides access to industrial lands and is not identified as part of the 7<sup>th</sup> Concession Drain under the current by-law.

We would further recommend this culvert be incorporated into the 7<sup>th</sup> Concession Drain under this report.

Culvert No. 6 – Gail and Pamela Rodzik, Roll No. 550-02100

Station 2+034

The existing 900mm diameter corrugated steel pipe is in good condition; however, hydraulic

calculations indicate that the pipe is undersized. Concrete jute bag headwalls are in poor condition. The top layers of the jute bag headwalls have collapsed. The elevation of the culvert does not correspond to the design grade of the drain bottom. This culvert provides access to industrial lands and is identified as part of the 7<sup>th</sup> Concession Drain under the current by-law.

Based on the existing conditions and a review of the theoretical drain profile provided in the 1991 Zarlenga report and the existing downstream drain elevations set out in the 2008 Dillon Report, we have determined that cleaning of the enclosed portion of the drain between Station 2+386.6 and 2+848.8; brushing, grubbing and excavating the open drain sections; cleaning existing road crossings and driveway culverts; deepening and widening the drain from Station 1+320 to Station 1+813 including installing a new 1800mm diameter CSP across the former railway to match the proposed drain depths in the Dillon Report will improve drain function.

We have found that additional catch basins have been installed on lands near the intersection of Hennin Drive and North Talbot Road. These catch basins direct flow to a municipal drain on the south side of North Talbot Road thereby altering the watershed from that identified in the 1991 Zarlenga report.

In addition, it was discovered that at the time of the MTO works in 2008, the portion of the 7<sup>th</sup> Concession Drain draining the property with Roll No. 550-18800 was not properly graded towards the relocated portion of the drain. As such, it is causing drainage issues to the property. This section of drain must be lowered below the outlet of the drainage system for Expressway Trucks (905364 Ontario Ltd) and graded southerly to the 7<sup>th</sup> Concession Drain. We would recommend that this section of drain be incorporated into the 7<sup>th</sup> Concession Drain under this report.

Since this work on Roll No. 550-18800 has been identified as an issue well before the works in this report can be carried out, repairs will be initiated by the Town as maintenance work through the existing 2008 report.

## 8.0 Recommendations

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

- a) Excavation work shall be undertaken to remove accumulated sediment and vegetation within the drain:
  - i. Excavation to theoretical drain bottom shall be undertaken between Station 1+825 and Station 2+386.6;
  - ii. The section of drain between Station 1+321 and Station 1+825 shall be lowered by approximately 400 to 500 mm, to match the grades from the 2008 Dillon Report as shown on Sheet 3 of the drawings, to provide a deeper outlet for adjacent properties.
- b) New culverts and end of pipe protection shall be installed:
  - i. The existing 600mm diameter CSP and 1200mm diameter ductile iron pipes at Station 1+379 (crossing the former railway line) shall be removed from the drain and disposed of offsite. Culvert No. 1 and 2 shall be replaced with 16.0m of new 1800mm aluminized corrugated steel pipe with sloped gabion stone end of pipe protection and be known as Culvert No. 8. The new culvert will be installed by open cut.
  - ii. Culvert No. 9 at Station 1+544: A new culvert, at the end of Del Duca Drive, shall be constructed of 20.0m of new 1400mm diameter aluminized corrugated steel pipe with sloped gabion stone end of pipe protection.

- c) Existing culverts and end of pipe protection shall be removed and replaced:
  - i. Culvert No. 3 at Station 1+854: The existing 24.69 metres 900mm pipe shall be removed and replaced with 22.0 metres of 1200mm diameter CSP with concrete block headwalls;
  - ii. Culvert No. 4 at Station 1+909: The existing 12.51 metres of 900mm pipe shall be removed and replaced with 12.5 metres of 1200mm diameter C.S.P. with concrete block headwalls;
  - iii. Culvert No. 5 at Station 1+957: The existing 11.79 metres of 900mm pipe shall be removed and replaced with 11.8 metres of 1200mm diameter C.S.P. with concrete block headwalls;
  - iv. Culvert No. 6 at Station 2+034: The existing 12.21 metres of 900mm pipe shall be removed and replaced with 12.2 metres of 1200mm diameter C.S.P. with concrete block headwalls;
  - v. Culvert No. 7 at Station 2+054: The existing 12.47 metres of 900mm pipe shall be removed and replaced with 12.5 metres of 1050mm diameter class 65-D concrete pipe with concrete block headwalls;
- d) Existing enclosed pipe network to be cleaned:
  - i. The existing enclosed portion of the drain between Station 2+386.6 and Station 2+848.8 shall be cleaned;
- e) Seeding and mulching shall be undertaken on all excavated portions of the drain side slopes to prevent erosion;

For the enclosed drain between Station 2+386.6 and Station 2+848.8, we would recommend that these pipes, manholes and catch basins remain in place, however, when the pipes and structures degrade to the point of replacement, we would recommend that the pipes be replaced under this by-law as an act of maintenance and assessed in accordance with proportions set out in the maintenance clauses of this report and any apportionment agreements in place at the time of replacement.

In a previous version of this report, we had recommended that Culvert No. 9 be constructed of concrete pipe to comply with Town standards for road crossings in industrial subdivisions. However, at the Court of Revision held on Tuesday, April 11, 2017, the owner of lands with Roll No. 550-07900 requested that the culvert be removed as it was no longer required. Subsequent to the Court of Revision, the landowner requested that the culvert again be included in the report but be constructed of aluminized corrugated steel pipe rather than concrete. The report has been revised to reflect this request. Should this land be developed in future with an extension of Del Duca Drive municipal right-of-way, the Town would seek, through a Development Agreement, to have the aluminized corrugated steel pipe replaced with a concrete pipe through the necessary sections of the Act. This change in culvert material would be required as the culvert would shift from a driveway with costs shared between the owner and upstream lands and roads to a road crossing assessed 100% to the Town of Tecumseh.

The owner of lands with Roll No. 550-07900 and 550-07950 owned by 1078217 Ontario Ltd. and 803102 Ontario Ltd., has brought to our attention the desire to continue to utilize the 7<sup>th</sup> Concession Drain as an outlet for existing drainage on these properties. Should future development occur, we would recommend that it be subject to a storm water management report to ensure all Ministry of Environment requirements for stormwater management are satisfied. We would further recommend implantation of a water management plan to restrict the rate at which water is discharged from the property to pre-development flows. Pre-development flows were



used when hydraulically calculating the diameter of Culvert No. 9. We would further recommend the supply and placement of gabion stone at the outlet to prevent bank slope erosion.

## 9.0 Fisheries Issues

The 7<sup>th</sup> Concession Drain is a Type 'F' drain. A Type 'F' drain is considered to have intermittent or ephemeral flow. A drain with ephemeral flow is typically dry for more than two consecutive months.

The upper portion of the 7<sup>th</sup> Concession Drain, formerly the 7<sup>th</sup> Concession Drain Extension, between Station 2+386.6 and Station 2+848.8 is an enclosed drain that cannot support fish habitat.

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

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

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

A Fisheries and Oceans Canada (DFO) Self-Assessment was completed by Baird AE to determine if a DFO review was required for this project. Correspondence received from DFO states that Fisheries Act authorization is not required. Serious harm to fish can be avoided by following standard measures. A permit is not required under the Species at Risk Act as there are no Species at Risk at or near the site. The works described in this report are not considered to need an authorization under the Fisheries Act to proceed.

## 10.0 Drawings and Specifications

Attached to this report is Drawing No. 14-105 Sheets 1 to 7. The drawings illustrate the location of the proposed drainage works and the land affected by the work, together with the detail and cross sections of the recommended work. Specifications are included in this report showing the dimensions, grades, disposal of material, working areas for construction and future maintenance, and other particulars of the recommended work.

## 11.0 Working Area

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

Between Station 0+000 and Station 0+028: The Contractor shall utilize an area measuring approximately 9.0 metres wide along the west side of the drain.

Between Station 1+321 and Station 1+825: The Contractor shall utilize an area measuring approximately 9.0 metres wide along the west side of the drain.

Between Station 1+825 and Station 2+042: The Contractor shall utilize the Moynahan Street right-of-way.

Between Station 2+042 and Station 2+386.61: The Contractor shall utilize an area measuring 9.0 metres wide along the west side of the drain.

Between Station 2+386.61 and Station 2+848.8: The Contractor shall utilize the North Talbot Road right-of-way.

## 12.0 Allowances for Lands Taken and Damages

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

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

We further find that each of the following owners is entitled to and should receive the following amounts as compensation for the damages to lands and crops, if any. We have used a rate of \$3,700 per hectare to determine the compensation paid, if any:

Owner	Roll No.	Lands Taken	Damages	Total
Detroit River Tunnel Company	590-01000	---	\$123	\$123
1078398 Ontario Ltd.	550-07900	---	\$962	\$962
1147048 Ontario Ltd.	550-02300	---	\$481	\$481
Morbella Holdings Ltd.	550-02902	---	\$592	\$592
Proper Windsor Holdings ULC	550-01500	---	\$444	\$444
				\$2,602

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



### 13.0 Estimate of Cost

Our estimate of the total cost of this work, including all incidental expenses and HST, is the sum of TWO HUNDRED AND NINETY FIVE THOUSAND, THREE HUNDRED AND FORTY ----- dollars (\$295,340.00), and made up as follows:

#### CONSTRUCTION

1)	L.S.	Brushing and grubbing between Station 1+321 and Station 2+386.6 complete at \$ <u>10,000</u> Lump Sum.	\$ <u>10,000.00</u>
2)	462	Metres of existing 450mm to 825mm diameter corrugated steel pipe to be cleaned between Station 2+386 and Station 2+848.8 including all inline manholes and catch basins at \$ <u>10.00</u> per metre	\$ <u>4,620.00</u>
3)	1,830	Cubic metres of excavation to be undertaken along the length of the drain as described in the attached specifications and below:	
		i) Spread and levelled adjacent to the drain to a maximum depth of 300mm.	
1,275		- Station 1+321 to 1+750 at \$ <u>20.00</u> per cubic metre	\$ <u>25,500.00</u>
165		- Station 2+054 to 2+386.6 at \$ <u>20.00</u> per cubic metre	\$ <u>3,300.00</u>
		ii) Excavated and trucked to sites noted in i). Material to be spread and levelled to a maximum depth of 300mm.	
245		- Station 1+750 to 1+825 at \$ <u>30.00</u> per cubic metre	\$ <u>7,350.00</u>
145		- Station 1+825 to 2+054 at \$ <u>30.00</u> per cubic metre	\$ <u>4,350.00</u>
		Total for Excavation	\$ <u>40,500.00</u>
4)		Proposed culvert at Station 1+379 for the Detroit River Tunnel Company (Culvert No. 8):	
		i) Remove and dispose of existing 600mm CSP (Culvert 2) and 1200mm ductile iron pipe (Culvert 1) crossing under the former railway at station 1+359. To be open cut (rails not replaced) at \$ <u>3,000.00</u> Lump Sum	\$ <u>3,000.00</u>
		ii) Supply and set approximately 16 metres of 1800 mm diameter aluminized corrugated steel pipe, 2.8mm thick with 125 x 25 mm corrugations complete at \$ <u>500.00</u> per metre	\$ <u>8,000.00</u>

- iii) Supply, place and compact approximately 20 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to reconstruct railway bed to original cross-section at \$ 35.00 per tonne \$ 700.00
- iv) Supply, place and compact approximately 110 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 2,200.00
- v) Supply and place 70.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 4,550.00
- vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00

Total to install Culvert No. 8

\$ 18,750.00

5) Proposed culvert at Station 1+544 at west end of Del Duca Drive for 1078398 Ontario Ltd. (Culvert No. 9):

- i) Supply and set approximately 20 metres of 1400mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations complete at \$ 400.00 per metre \$ 8,000.00
- ii) Supply, place and compact approximately 60 tonnes of Granular 'A', as per OPSS 1010, as bedding and cover material at \$ 35.00 per tonne \$ 2,100.00
- vii) Supply, place and compact approximately 170 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 3,400.00
- iii) Supply and place 30.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 1,950.00
- iv) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00

Total to construct Culvert No. 9

\$ 15,750.00

- 6) Existing culvert to be replaced at Station 1+854 for Proper Windsor Holdings ULC. (Culvert No. 3):
- i) Remove 24.7 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,500.00 Lump Sum \$ 1,500.00
  - ii) Supply and set approximately 22.0 metres of 1200 mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations complete at \$ 400.00 per metre \$ 8,800.00
  - iii) Supply, place and compact approximately 50 tonnes of Granular 'A', as per OPSS 1010, as bedding and cover material and to construct driveway at \$ 35.00 per tonne \$ 1,750.00
  - viii) Supply, place and compact approximately 175 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 3,500.00
  - iv) Supply, place and compact approximately 15 tonnes of asphalt at \$ 120.00 per tonne \$ 1,800.00
  - v) Supply and place 2 concrete block headwalls using plain concrete blocks complete as specified at \$ 4,500 each. \$ 9,000.00
  - vi) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00
- Total to replace Culvert No. 3 \$ 26,650.00
- 7) Existing culvert to be replaced at Station 1+909 for Adine Builders Ltd. (Culvert No. 4):
- i) Remove 12.5 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,250.00 Lump Sum \$ 1,250.00
  - ii) Supply and set approximately 12.5 metres of 1200 mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations complete at \$ 400.00 per metre \$ 5,000.00

iii) Supply, place and compact approximately 40.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ <u>35.00</u> per tonne	\$ <u>1,400.00</u>
iv) Supply, place and compact approximately 100 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ <u>20.00</u> per tonne	\$ <u>2,000.00</u>
v) Supply, place and compact approximately 10 tonnes of asphalt at \$ <u>120.00</u> per tonne	\$ <u>1,200.00</u>
vi) Supply and place 2 concrete block headwalls using plain concrete blocks complete as specified at \$ <u>4,500.00</u> each.	\$ <u>9,000.00</u>
vii) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ <u>300.00</u> Lump Sum	\$ <u>300.00</u>
Total to replace Culvert No. 4	\$ <u>20,150.00</u>

8) Existing culvert to be replaced at Station 1+957 for Gail and Pamela Rodzik (Culvert No. 5):

i) Remove 11.79 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ <u>1,250.00</u> Lump Sum	\$ <u>1,250.00</u>
ii) Supply and set approximately 11.8 metres of 1200 mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations complete at \$ <u>400.00</u> per metre	\$ <u>4,720.00</u>
iii) Supply, place and compact approximately 40.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ <u>35.00</u> per tonne	\$ <u>1,400.00</u>
iv) Supply, place and compact approximately 100 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ <u>20.00</u> per tonne	\$ <u>2,000.00</u>
v) Supply, place and compact approximately 10 tonnes of asphalt at \$ <u>120.00</u> per tonne	\$ <u>1,200.00</u>

vi) Supply and place 2 concrete block headwalls using plain concrete blocks complete as specified at \$ <u>4,500</u> each.	\$ <u>9,000.00</u>	
vii) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ <u>300.00</u> Lump Sum	\$ <u>300.00</u>	
Total to replace Culvert No. 5		\$ <u>19,870.00</u>

9) Existing culvert to be replaced at Station 2+034 for Gail and Pamela Rodzik (Culvert No. 6):

i) Remove 12.21 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ <u>1,250.00</u> Lump Sum	\$ <u>1,250.00</u>	
ii) Supply and set approximately 12.2 metres of 1200 mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations complete at \$ <u>400.00</u> per metre	\$ <u>4,880.00</u>	
iii) Supply, place and compact approximately 40.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ <u>35.00</u> per tonne	\$ <u>1,400.00</u>	
iv) Supply, place and compact approximately 100 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ <u>20.00</u> per tonne	\$ <u>2,000.00</u>	
v) Supply, place and compact approximately 10 tonnes of asphalt at \$ <u>120.00</u> per tonne	\$ <u>1,200.00</u>	
vi) Supply and place 2 concrete block headwalls using plain concrete blocks complete as specified at \$ <u>4,500</u> each.	\$ <u>9,000.00</u>	
vii) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ <u>300.00</u> Lump Sum	\$ <u>300.00</u>	
Total to replace Culvert No. 6		\$ <u>20,030.00</u>

- 10) Existing culvert to be replaced at Station 2+054 for Town of Tecumseh (Culvert No. 7):
- i) Remove 12.47 metres of existing 900 mm diameter corrugated steel pipe and granular material and dispose of offsite complete at \$ 1,250.00 Lump Sum \$ 1,250.00
  - ii) Supply and set approximately 12.5 metres of 1050 mm diameter class 65-D concrete pipe complete at \$ 600.00 per metre \$ 7,500.00
  - iii) Supply, place and compact approximately 40.0 tonnes of Granular 'A', as per OPSS 1010, as bedding material and to construct driveway at \$ 35.00 per tonne \$ 1,400.00
  - iv) Supply, place and compact approximately 100 tonnes of Granular 'B', as per OPSS 1010, as backfill material at \$ 20.00 per tonne \$ 2,000.00
  - v) Supply, place and compact approximately 15 tonnes of asphalt at \$ 120.00 per tonne \$ 1,800.00
  - vi) Supply and place 12.0 square metres of 100 – 230mm diameter gabion stone erosion protection (300mm thick) laid on Terrafix 270R Filter Fabric complete at \$ 65.00 per square metre \$ 780.00
  - vii) Supply, install and maintain silt fence erosion protection at downstream end of culvert complete at \$ 300.00 Lump Sum \$ 300.00
- Total to replace Culvert No. 7 \$ 15,030.00
- 11) L.S. Supply and spreading of good quality grass seed and mulch on all portions of excavated sideslopes complete at \$ 10,000.00 Lump Sum. \$ 10,000.00
- 12) L.S. The Contractor shall provide a traffic control plan to the Town of Tecumseh and the County of Essex for approval before construction commences. The Contractor shall supply, install and maintain the necessary signage during the construction period according to the latest revision of the Ontario Traffic Manual Book 7, Temporary Conditions, complete at \$ 5,000.00 Lump Sum. \$ 5,000.00

13) 65.0	Square metres of 100 – 230mm diameter gabion stone (300 mm thick) erosion protection laid on Terrafix 270R Filter Fabric to be placed as required to prevent bank slope erosion due to outlet tiles, drains or swales along length of drain complete at \$ <u>65.00</u> per square metre.	\$ <u>4,225.00</u>
14) L.S.	Previously completed excavation of 30 cubic metres between Station 0+000 and Station 0+028 for lands with Roll No. 550-18800 complete at \$ <u>600.00</u> Lump Sum. This was completed as maintenance and will not form part of the proposed construction.	\$ <u>600.00</u>
15) L.S.	Contingency Allowance to be used only upon approval of Drainage Superintendent and/ or Engineer	\$ <u>11,500.00</u>
<b>SUB TOTAL FOR CONSTRUCTION</b>		<b>\$ <u>222,675.00</u></b>

#### INCIDENTALS

Attendance at site meeting, survey	\$ 5,000.00
Report, estimate and specifications	\$ 28,000.00
Assistants and expenses, drawing preparation	\$ 15,750.00
Attendance at Public Meetings and Council Meetings	\$ 6,000.00
Tender documents	\$ 1,200.00
ERCA Permit Application Fee	\$ 800.00
Construction Inspection and Final Inspection (15 days at \$550.00/day)	\$ 8,250.00
	= = = = =
Sub Total for Incidentals	\$ 65,000.00
Sub Total for Construction (brought forward)	\$ 222,675.00
	= = = = =
Sub Total for Construction and Incidentals	\$ 287,675.00
HST Payable (1.76% Non-Recoverable)	\$ 5,063.00
Total for Allowances (brought forward)	\$ 2,602.00
	= = = = =
<b>TOTAL ESTIMATE</b>	<b>\$ 295,340.00</b>
	= = = = =

#### 14.0 Assessment

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

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

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

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

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

We would recommend that the cost to remove and replace access culverts and crossings currently identified as part of the drain be shared between the owner and the upstream lands and roads in accordance with the clauses below and the percentages listed in Table 1. The percentages listed in Table 1 were derived based on the culvert's approximate location within the drain.

Culvert No. 5 is not currently identified as part of the 7<sup>th</sup> Concession Drain. Therefore, 100% of the cost to construct the culvert shall be assessed to the lands with Roll No. 550-01500.

Culvert No. 9 is a new culvert. Therefore, 100% of the cost to construct the new culvert shall be assessed to the lands with Roll No. 550-07900.

Table 1. Cost Sharing for Access Culverts and Crossings over the 7th Concession Drain

Culvert No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
8	1+379.45	590-01000	Detroit River Tunnel Company	48%	52%
9	1+544.07	550-07900	1078398 Ontario Ltd.	100%	0%
3	1+866.66	550-01500	SGM Real Estate Holdings ULC	65%	35%
4	1+909.53	550-01600	Adine Builders Ltd.	67%	33%
5	1+957.37	550-02000	Gail Rodzik and Pamela Rodzik	100%	0%
6	2+034.01	550-02100	Gail Rodzik and Pamela Rodzik	71%	29%
7	2+054.59	---	Town of Tecumseh	100%	0%

The cost to supply and install gabion stone erosion protection to prevent drain bank erosion shall be assessed 100% as Special Benefit to the adjacent lands.

Item No. 14 described in the Section 13.0 Estimate of Cost was completed prior to adoption of this report to alleviate flooding issues on the lands with Roll No. 550-18800; however, it was not assessed. We would recommend that 100% of the cost of Item No. 14 including incidental fees be assessed to the lands with Roll No. 550-18800 as Special Benefit.

Should any portion of the enclosed drain between Station 2+386.6 and Station 2+848.8 fail during cleaning, the cost to repair or replace the deficient section shall be assessed to the upstream lands and roads as Outlet.



## 15.0 Maintenance

We would recommend that the areas described in Section 11.0 of this report, and as listed below, be used to access the drain during works of maintenance:

Between Station 0+000 and Station 0+028: The Contractor shall utilize an area measuring approximately 9.0 metres wide along the west side of the drain.

Between Station 1+321 and Station 1+825: The Contractor shall utilize an area measuring approximately 9.0 metres wide along the west side of the drain.

Between Station 1+825 and Station 2+042: The Contractor shall utilize the Moynahan Street right-of-way.

Between Station 2+042 and Station 2+386.61: The Contractor shall utilize an area measuring 9.0 metres wide along the west side of the drain.

Between Station 2+386.61 and Station 2+848.8: The Contractor shall utilize the North Talbot Road right-of-way.

We would recommend that future maintenance costs be assessed to the affected properties in accordance with the following provisions and accompanying Maintenance Schedule of Assessment.

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

Should an existing access culvert require replacement, we would recommend that the cost to replace the culvert be assessed to the benefitting landowner and the upstream lands and roads in accordance with the percentages listed in Table 2. Maintenance Cost Sharing for Access Culverts and Crossings over the 7th Concession Drain, below. The percentage to be shared with the upstream lands and roads shall be assessed as outlet against those lands.

Table 2. Maintenance Cost Sharing for Access Culverts and Crossings over the 7th Concession Drain

Culvert No.	Station	Roll Number	Owner	% To Owner	% To Upstream Lands
8	1+379.45	590-01000	Detroit River Tunnel Company	48%	52%
9	1+544.07	550-07900	1078398 Ontario Ltd.	54%	46%
3	1+866.66	550-01500	SGM Real Estate Holdings ULC	65%	35%
4	1+909.53	550-01600	Adine Builders Ltd.	67%	33%
5	1+957.37	550-02000	Gail Rodzik and Pamela Rodzik	69%	31%
6	2+034.01	550-02100	Gail Rodzik and Pamela Rodzik	71%	29%
7	2+054.59	---	Town of Tecumseh	100%	0%

The cost to supply and install gabion stone erosion protection to prevent drain bank erosion shall be assessed 100% as Special Benefit to the adjacent lands.

All future maintenance works between Station 0+000 and Station 0+028 shall be assessed 100% to the lands with Roll No. 550-18800.

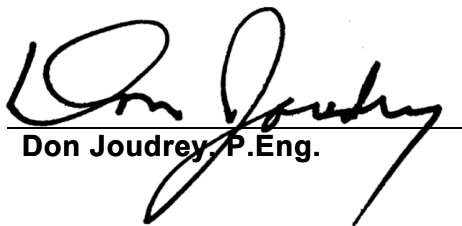
Should any portion of the enclosed drain between Station 2+386.6 and Station 2+848.8 fail, the cost to repair or replace the deficient section shall be assessed to the upstream lands and roads as Outlet.

#### 16.0 Grant

In accordance with the Agricultural Drainage Infrastructure Program (ADIP) and the provisions of Sections 85, 86 and 87 of the Act, a 33-1/3% grant is not available for the proposed works, as the Municipal Property Assessment Corporation identifies no assessed lands as having Farm Property Tax Class Rate.

All of which is respectfully submitted by:

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

  
 Don Joudrey, P.Eng.

  
 Halliday P. Pearson, P.Eng.



**APPENDIX A**  
**RECORD OF SITE MEETING**

**7<sup>TH</sup> CONCESSION DRAIN AND EXTENSION**  
**SUMMARY OF ENGINEERING ON-SITE MEETING**

August 27, 2014 @ 9:00 am  
 NORTH OF 3525 DEL DUCA DRIVE

<b>ATTENDEES</b>	<b>Description</b>
Greg Scott	Tregaskiss
Ray Little	Calframax Technologies Inc.
Joel Fillion	Morton's Wholesale
Sam Paglia, EI	Drainage Superintendent, Town of Tecumseh
Anna Godo, P.Eng.	Drainage Superintendent, City of Windsor
Halliday Pearson, P.Eng	Crozier Baird Engineers
Ryan Langlois, EI	Crozier Baird Engineers

Sam Paglia - Introduced Engineers and explained issues observed with the drain by Town employees and businesses within the area.

Halliday Pearson– Explained that drain would be surveyed from the upper end near Walker Road to the 401. Survey data will be used to analyze the function of the drain and to determine the works required to return the drain to its original design and to improve function. A draft report will be prepared describing the proposed works, cost estimate of those works and a schedule of assessment. The schedule of assessment will describe the estimated assessments to be levied against the lands that use the drain. A Pre-Consideration Meeting will be held at Tecumseh Town Hall so that affected landowners may ask questions of the Engineer and the Drainage Superintendent. All affected landowners are encouraged to attend. The report will be finalized based on comments received at the Pre-Consideration Meeting then sent to all affected landowners along with an invitation to attend the Consideration Meeting held before Council. Technical aspects of the report are discussed at the Consideration Meeting. Should Council provisionally adopt the report, a Court of Revision would be scheduled within 30 days. Concerns or questions regarding assessments will be addressed at this meeting. Upon final adoption of the by-law, the project will be tendered and construction undertaken. Construction will likely begin in early fall of 2015.

Halliday Pearson – Please describe any issues related to the drain that you have experience.

Ray Little – Our parking lot floods. A pond was filled in on the west side of the drain – would that have anything to do with our flooding?

Halliday Pearson – The pond may, however, it is not identified as part of the Municipal Drain. By cleaning the drain (excavating sediment, brushing and grubbing vegetation), the drain will better convey water from the site. The intent is to alleviate flooding issues by restoring the drain to its original design.

Anna Godo – A portion of the 7<sup>th</sup> Concession Drain at the 401 was lowered under a previous report. Will you take advantage of the lowering of the drain?

Halliday Pearson – As part of our survey and design, we will consider lowering the drain if that would be advantageous and provide improved drainage for the affected lands.

Sam Paglia – Landowners have brought to my attention drainage issues along County Road 46. It may be necessary to establish a branch of the 7<sup>th</sup> Concession Drain and Extension to solve their drainage issues. We can discuss this as the design proceeds.

Greg Scott – We have an issue with drainage in our parking lot along North Talbot Road. The catchbasins were recently cleaned of sediment.

Sam Paglia – This parking lot may have been designed to contain the water and direct it to onsite catchbasins as part of the stormwater management design. After cleaning of the drain, the water may still sit onsite but it will drain away faster – water may sit for one day instead of two.

Greg Scott – Will North Talbot Road be dug up again as part of these works?

Sam Paglia – The working area will be specified in the report. Typically, only dump trucks and an excavator are used for drainage works. Accesses may be obstructed temporarily but major delays are not expected.

Greg Scott – How are assessments determined?

Sam Paglia – Assessments are determined based on the volume and rate of flow entering the drain from each parcel. A parcel's location on the drain also affected their assessment.

Joel Fillion – Morton Wholesale's parcel does not experience flooding.

Sam Paglia – It was noted that the drain has been enclosed along North Talbot Road. Our records do not reflect this change – the current drainage report shows an open drain in this area. The Engineer will examine the pipe to determine if they have been sized appropriately and will incorporate this enclosure into the report.

The meeting was adjourned at 9:40am.

**CONSTRUCTION SCHEDULE OF ASSESSMENT  
7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT REFERENCE 14-105**

Page 1 of 4

February 7, 2017

**Reconsidered August 8, 2017**

Page 1 of 4

**COUNTY LANDS:**

Description	Area Owned (Acres)	Area Owned (Ha.)	Area Affected (Acres)	Area Affected (Ha.)	Owner	Special Benefit	Benefit	Outlet	Total Assessment
Walker Road	---	---	0.02	0.01	The County of Essex	\$ -	\$ -	\$ 35.00	\$ 35.00
Total on Municipal Lands						=====	=====	=====	=====
						\$ -	\$ -	\$ 35.00	\$ 35.00

**MUNICIPAL LANDS:**

Description	Area Owned (Acres)	Area Owned (Ha.)	Area Affected (Acres)	Area Affected (Ha.)	Owner	Special Benefit	Benefit	Outlet	Total Assessment
North Talbot Road	---	---	1.14	0.46	The Town of Tecumseh	\$ -	\$ 1,035.00	\$ 1,560.00	\$ 2,595.00
Henin Street	---	---	1.25	0.51	The Town of Tecumseh	\$ -	\$ -	\$ 1,240.00	\$ 1,240.00
Moynahan Street	---	---	1.78	0.72	The Town of Tecumseh	\$ 19,190.00	\$ 1,615.00	\$ 1,390.00	\$ 22,195.00
Regal Drive	---	---	0.35	0.14	The Town of Tecumseh	\$ -	\$ -	\$ 435.00	\$ 435.00
DeDuca Drive	---	---	0.40	0.16	The Town of Tecumseh	\$ -	\$ -	\$ 185.00	\$ 185.00
O'Neil Drive	---	---	1.61	0.65	The Town of Tecumseh	\$ -	\$ -	\$ 815.00	\$ 815.00
590-01200 7 N PT LT 12	3.56	1.44	1.16	0.47	Town of Tecumseh	\$ -	\$ 885.00	\$ 290.00	\$ 1,175.00
Total on Municipal Lands						=====	=====	=====	=====
						\$ 19,190.00	\$ 3,535.00	\$ 5,915.00	\$ 28,640.00

**PRIVATELY OWNED NON-AGRICULTURAL LANDS:**
**Page 2 of 4**

Roll No.	Con.	Description	Area Owned		Area Affected		Owner	Special		Outlet	Total	
			(Acres)	(Ha.)	(Acres)	(Ha.)		Benefit	Benefit		Assessment	
550-03200	7	N PT LT 11	2.45	0.99	2.45	0.99	Morton Wholesale Ltd. (Corporation)	\$	-	\$ 1,840.00	\$ 3,140.00	\$ 4,980.00
550-03102	7	PT LTS 11	4.89	1.98	4.89	1.98	ITW Canada Management Company	\$	-	\$ 3,680.00	\$ 4,350.00	\$ 8,030.00
550-03101	7	PT LT 11	1.67	0.68	1.67	0.68	Generation Development Contractors Inc.	\$	-	\$ 1,255.00	\$ 2,240.00	\$ 3,495.00
550-03100	7	GORE 11	3.12	1.26	3.12	1.26	Daniela Calsavara	\$	-	\$ 2,350.00	\$ 3,830.00	\$ 6,180.00
550-02902	7	PT LT 11	3.32	1.35	3.32	1.35	Morbella Holdings Ltd.	\$	-	\$ 2,500.00	\$ 3,985.00	\$ 6,485.00
550-02900	7	PT LT 11	0.77	0.31	0.77	0.31	Bolzano Tool & Die Company Ltd.	\$	-	\$ 575.00	\$ 930.00	\$ 1,505.00
550-02700	7	W PT LT 11	2.35	0.95	2.35	0.95	Fraven Management Ltd.	\$	-	\$ 1,765.00	\$ 2,545.00	\$ 4,310.00
550-02600	7	PT LT 11	0.59	0.24	0.59	0.24	Fraven Management Ltd.	\$	-	\$ 445.00	\$ 630.00	\$ 1,075.00
550-02500	7	PT LT 12	0.73	0.30	0.73	0.30	ARC Boiler Repair (1983) Ltd.	\$	-	\$ 550.00	\$ 770.00	\$ 1,320.00
550-02401	7	PT LT 12	1.39	0.56	1.39	0.56	T.C.T.T. Investment Corporation	\$	-	\$ 1,045.00	\$ 1,485.00	\$ 2,530.00
550-02400	7	PT LT 12	1.40	0.57	1.40	0.57	Grande Line Estates Ltd.	\$	-	\$ 1,050.00	\$ 1,480.00	\$ 2,530.00
550-02300	7	PT LT 12	13.62	5.51	13.73	5.51	1147048 Ontario Ltd.	\$	-	\$ 10,250.00	\$ 14,720.00	\$ 24,970.00
550-02100	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik and Pamela Rodzik	\$	18,155.00	\$ 1,470.00	\$ 2,045.00	\$ 21,670.00
550-02000	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik and Pamela Rodzik	\$	25,370.00	\$ 1,470.00	\$ 1,780.00	\$ 28,620.00
550-01600	7	PT LT 12	1.47	0.59	1.47	0.59	Adine Builders Ltd.	\$	17,235.00	\$ 1,105.00	\$ 1,225.00	\$ 19,565.00
550-01500	7	PT LT 12	2.47	1.00	2.47	1.00	SGM Real Estate Holdings ULC	\$	22,115.00	\$ 1,860.00	\$ 1,260.00	\$ 25,235.00
550-01400	7	PT LT 12	1.15	0.46	1.15	0.46	Electra-Tech Manufacturing Inc.	\$	-	\$ -	\$ 760.00	\$ 760.00
550-01300	7	PT LT 12	1.15	0.47	1.15	0.47	1061175 Ontario Ltd.	\$	-	\$ -	\$ 775.00	\$ 775.00
550-01200	7	PT LT 12	1.14	0.46	1.14	0.46	Sernacon Holdings Inc.	\$	-	\$ -	\$ 770.00	\$ 770.00
550-01101	7	PT LT 11	0.74	0.30	0.74	0.30	Peter Macera	\$	-	\$ -	\$ 495.00	\$ 495.00
550-01100	7	PT LT 11	0.96	0.39	0.96	0.39	TJ Watson Land Development Inc.	\$	-	\$ -	\$ 640.00	\$ 640.00
550-01000	7	PT LT 11	0.97	0.39	0.97	0.39	Fraven Management Ltd.	\$	-	\$ -	\$ 650.00	\$ 650.00
550-00900	7	PT LT 11	1.90	0.77	1.90	0.77	Generation Development Contractors Inc.	\$	-	\$ -	\$ 805.00	\$ 805.00
550-00320	7	PT LT 12	2.17	0.88	2.17	0.88	Timothy Capital Corp.	\$	-	\$ -	\$ 920.00	\$ 920.00
550-00318	7	PT LT 12	2.26	0.91	2.26	0.91	Linda Jahn and Cheryl Jahn	\$	-	\$ -	\$ 955.00	\$ 955.00
550-00314	7	PT LT 12	4.22	1.71	4.22	1.71	Hero's Fountain Ltd.	\$	-	\$ 3,175.00	\$ 1,730.00	\$ 4,905.00
550-20188	7	PT LT 12	1.54	0.62	1.54	0.62	Hero's Fountain Ltd.	\$	-	\$ -	\$ 590.00	\$ 590.00
550-20186	7	PT LT 4 & 5	1.11	0.45	1.11	0.45	2376238 Ontario Ltd.	\$	-	\$ 835.00	\$ 425.00	\$ 1,260.00
550-07900	7	N PT LT 12	32.75	13.26	32.75	13.26	1078398 Ontario Ltd.	\$	20,110.00	\$ 24,645.00	\$ 12,525.00	\$ 57,280.00
550-07950	7	PT LT 13	15.05	6.09	15.05	6.09	803102 Ontario Ltd.	\$	-	\$ -	\$ 5,220.00	\$ 5,220.00
550-20025	7	PT LT 12	1.67	0.68	1.67	0.68	Paul Cesidio DiGiovanni	\$	-	\$ 1,260.00	\$ 620.00	\$ 1,880.00
550-20023	7	PT LT 12	1.09	0.44	1.09	0.44	Paul Cesidio DiGiovanni	\$	-	\$ -	\$ 400.00	\$ 400.00

**PRIVATELY OWNED NON-AGRICULTURAL LANDS:**

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Roll No.	Con.	Description	Area Owned (Acres)	Area Owned (Ha.)	Area Affected (Acres)	Area Affected (Ha.)	Owner	Special Benefit	Benefit	Outlet	Total Assessment
550-20022	7	PT LT 12	1.00	0.40	1.00	0.40	Paul Cesidio DiGiovanni	\$ -	\$ -	\$ 365.00	\$ 365.00
550-20021	7	PT LT 12	1.00	0.40	1.00	0.40	Calframax Holdings Inc.	\$ -	\$ -	\$ 365.00	\$ 365.00
550-18800	7	S PT LT 13	2.47	1.00	2.47	1.00	905364 Ontario Ltd.	\$ 750.00	\$ 1,860.00	\$ 620.00	\$ 3,230.00
550-18900	7	N PT LT 12	2.01	0.81	2.01	0.81	401 Mack Ltd.	\$ -	\$ -	\$ 500.00	\$ 500.00
550-00309	7	PT LT 12	1.08	0.44	1.08	0.44	Filippo Liburdi	\$ -	\$ -	\$ 460.00	\$ 460.00
550-00308	7	PT LT 12	1.15	0.47	1.15	0.47	K.F.J. Holdings Ltd.	\$ -	\$ -	\$ 485.00	\$ 485.00
550-00307	7	PT LT 12	1.15	0.47	1.15	0.47	Linda Jahn and Cheryl Jahn	\$ -	\$ -	\$ 485.00	\$ 485.00
550-00306	7	PT LT 12	1.15	0.47	1.15	0.47	997103 Ontario Ltd.	\$ -	\$ -	\$ 485.00	\$ 485.00
550-00305	7	PT LT 12	1.15	0.47	1.15	0.47	KBC Tools Inc.	\$ -	\$ -	\$ 485.00	\$ 485.00
550-00304	7	PT LT 12	0.98	0.40	0.98	0.40	Greycliffe Consultants	\$ -	\$ -	\$ 415.00	\$ 415.00
550-07975	7	PT LT 12 & 13	2.87	1.16	2.87	1.16	1233831 Ontario Inc.	\$ -	\$ -	\$ 1,610.00	\$ 1,610.00
590-01000	7	PT LT 10-12	---	---	5.16	2.09	Detroit River Tunnel Company	\$ 11,490.00	\$ 3,885.00	\$ 1,600.00	\$ 16,975.00
Total on Privately Owned Non-Agricultural Lands -----								=====	=====	=====	=====
								\$115,225.00	\$68,870.00	\$ 82,570.00	\$266,665.00
								=====	=====	=====	=====
<b>TOTAL ASSESSMENT</b> -----								\$134,415.00	\$72,405.00	\$ 88,520.00	\$295,340.00
								=====	=====	=====	=====
Total Area Assessed			143.01 acres								
			57.83 hectares								



**SPECIAL BENEFIT ASSESSMENTS  
7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT REFERENCE 14-105**

February 7, 2017  
Reconsidered April 18, 2017  
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**MUNICIPAL LANDS:**

Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Culverts	Road Crossings	Total Assessment
Moynahan Street	---	---	1.78	0.72	The Town of Tecumseh	\$ -	\$ 19,190.00	\$ 19,190.00
Total on Municipal Lands						\$ -	\$ 19,190.00	\$ 19,190.00

**PRIVATELY OWNED NON-AGRICULTURAL LANDS:**

Roll No.	Con.	Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Culverts	Excavation	Total Assessment
550-02100	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik & Pamela Rodzik	\$ 18,155.00	\$ -	\$ 18,155.00
550-02000	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik & Pamela Rodzik	\$ 25,370.00	\$ -	\$ 25,370.00
550-01600	7	PT LT 12	1.47	0.59	1.47	0.59	Adine Builders Ltd.	\$ 17,235.00	\$ -	\$ 17,235.00
550-01500	7	PT LT 12	2.47	1.00	2.47	1.00	SGM Real Estate Holdings ULC	\$ 22,115.00	\$ -	\$ 22,115.00
550-18800	7	S PT LT 13	2.47	1.00	2.47	1.00	905364 Ontario Ltd.	\$ -	\$ 750.00	\$ 750.00
550-07900	7	N PT LT 12	32.75	13.26	32.75	13.26	1078398 Ontario Ltd.	\$ 20,110.00	\$ -	\$ 20,110.00
590-01000	7	PT LT 10-12	---	---	5.16	2.09	Detroit River Tunnel Company	\$ 11,490.00	\$ -	\$ 11,490.00
Total on Privately Owned Non-Agricultural Lands								\$114,475.00	\$ 750.00	\$ 115,225.00
<b>TOTAL ASSESSMENT</b>								\$114,475.00	\$ 19,940.00	\$ 134,415.00



**MAINTENANCE SCHEDULE OF ASSESSMENT  
7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT REFERENCE 14-105**

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February 7, 2017  
**Reconsidered August 8, 2017**

**COUNTY LANDS:**

Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Benefit	Outlet	Total Assessment
Walker Road	---	---	0.02	0.01	The County of Essex	\$ -	\$ 5.00	\$ 5.00
Total on Municipal Lands						\$ -	\$ 5.00	\$ 5.00

**MUNICIPAL LANDS:**

Description	Area Owned (Acres) (Ha.)		Area Affected (Acres) (Ha.)		Owner	Benefit	Outlet	Total Assessment
North Talbot Road	---	---	1.14	0.46	The Town of Tecumseh	\$ 85.00	\$ 50.00	\$ 135.00
Henin Street	---	---	1.25	0.51	The Town of Tecumseh	\$ -	\$ 40.00	\$ 40.00
Moynahan Street	---	---	1.78	0.72	The Town of Tecumseh	\$ 140.00	\$ 60.00	\$ 200.00
Regal Drive	---	---	0.35	0.14	The Town of Tecumseh	\$ -	\$ 10.00	\$ 10.00
DelDuca Drive	---	---	0.40	0.16	The Town of Tecumseh	\$ -	\$ 10.00	\$ 10.00
O'Neil Drive	---	---	1.61	0.65	The Town of Tecumseh	\$ -	\$ 50.00	\$ 50.00
590-01200 7 N PT LT 12	3.56	1.44	1.16	0.47	Town of Tecumseh	\$ 70.00	\$ 25.00	\$ 95.00
Total on Municipal Lands						\$ 295.00	\$ 245.00	\$ 540.00

**PRIVATELY OWNED NON-AGRICULTURAL LANDS:**
**Page 2 of 3**

Roll No.	Con.	Description	Area Owned		Area Affected		Owner	Benefit	Outlet	Total
			(Acres)	(Ha.)	(Acres)	(Ha.)				Assessment
550-03200	7	N PT LT 11	2.45	0.99	2.45	0.99	Morton Wholesale Ltd. (Corporation)	\$ 155.00	\$ 100.00	\$ 255.00
550-03102	7	PT LTS 11	4.89	1.98	4.89	1.98	ITW Canada Management Company	\$ 305.00	\$ 195.00	\$ 500.00
550-03101	7	PT LT 11	1.67	0.68	1.67	0.68	Generation Development Contractors Inc.	\$ 105.00	\$ 65.00	\$ 170.00
550-03100	7	GORE 11	3.12	1.26	3.12	1.26	Daniela Calsavara	\$ 195.00	\$ 120.00	\$ 315.00
550-02902	7	PT LT 11	3.32	1.35	3.32	1.35	Morbella Holdings Ltd.	\$ 205.00	\$ 120.00	\$ 325.00
550-02900	7	PT LT 11	0.77	0.31	0.77	0.31	Bolzano Tool & Die Company Ltd.	\$ 50.00	\$ 25.00	\$ 75.00
550-02700	7	W PT LT 11	2.35	0.95	2.35	0.95	Fraven Management Ltd.	\$ 145.00	\$ 80.00	\$ 225.00
550-02600	7	PT LT 11	0.59	0.24	0.59	0.24	Fraven Management Ltd.	\$ 35.00	\$ 20.00	\$ 55.00
550-02500	7	PT LT 12	0.73	0.30	0.73	0.30	ARC Boiler Repair (1983) Ltd.	\$ 45.00	\$ 25.00	\$ 70.00
550-02401	7	PT LT 12	1.39	0.56	1.39	0.56	T.C.T.T. Investment Corp	\$ 85.00	\$ 45.00	\$ 130.00
550-02400	7	PT LT 12	1.40	0.57	1.40	0.57	Grande Line Estates Ltd.	\$ 85.00	\$ 45.00	\$ 130.00
550-02300	7	PT LT 12	13.62	5.51	13.73	5.51	1147048 Ontario Ltd.	\$ 850.00	\$ 455.00	\$ 1,305.00
550-02100	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik and Pamela Rodzik	\$ 120.00	\$ 60.00	\$ 180.00
550-02000	7	PT LT 12	1.95	0.79	1.95	0.79	Gail Rodzik and Pamela Rodzik	\$ 120.00	\$ 60.00	\$ 180.00
550-01600	7	PT LT 12	1.47	0.59	1.47	0.59	Adine Builders Ltd.	\$ 90.00	\$ 45.00	\$ 135.00
550-01500	7	PT LT 12	2.47	1.00	2.47	1.00	SGM Real Estate Holdings ULC	\$ 155.00	\$ 70.00	\$ 225.00
550-01400	7	PT LT 12	1.15	0.46	1.15	0.46	Electra-Tech Manufacturing Inc.	\$ -	\$ 35.00	\$ 35.00
550-01300	7	PT LT 12	1.15	0.47	1.15	0.47	1061175 Ontario Ltd.	\$ -	\$ 35.00	\$ 35.00
550-01200	7	PT LT 12	1.14	0.46	1.14	0.46	Sernacon Holdings Inc.	\$ -	\$ 35.00	\$ 35.00
550-01101	7	PT LT 11	0.74	0.30	0.74	0.30	Peter Macera	\$ -	\$ 20.00	\$ 20.00
550-01100	7	PT LT 11	0.96	0.39	0.96	0.39	TJ Watson Land Development Inc.	\$ -	\$ 30.00	\$ 30.00
550-01000	7	PT LT 11	0.97	0.39	0.97	0.39	Fraven Management Ltd.	\$ -	\$ 30.00	\$ 30.00
550-00900	7	PT LT 11	1.90	0.77	1.90	0.77	Generation Development Contractors Inc.	\$ -	\$ 55.00	\$ 55.00
550-00320	7	PT LT 12	2.17	0.88	2.17	0.88	Timothy Capital Corp.	\$ -	\$ 60.00	\$ 60.00
550-00318	7	PT LT 12	2.26	0.91	2.26	0.91	Linda Jahn and Cheryl Jahn	\$ -	\$ 60.00	\$ 60.00
550-00314	7	PT LT 12	4.22	1.71	4.22	1.71	Hero's Fountain Ltd.	\$ 265.00	\$ 110.00	\$ 375.00
550-20188	7	PT LT 12	1.54	0.62	1.54	0.62	Hero's Fountain Ltd.	\$ -	\$ 40.00	\$ 40.00
550-20186	7	PT LT 4 & 5	1.11	0.45	1.11	0.45	2376238 Ontario Ltd.	\$ 70.00	\$ 25.00	\$ 95.00
550-07900	7	N PT LT 12	32.75	13.26	32.75	13.26	1078398 Ontario Ltd.	\$ 2,045.00	\$ 775.00	\$ 2,820.00

## Page 3 of 3

Total Area Assessed	143.01 acres
	57.83 hectares



SPECIFICATIONS  
REPLACEMENT ACCESS CULVERTS  
OVER THE 7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT NO. 14-105

## 1.0 PIPE MATERIAL

The Contractor shall supply and install or clean the following:

Access Culverts and Crossings:

- a. Culvert No. 8 at Station 1+379: 16.0 metres of 1800mm diameter aluminized corrugated steel pipe, 2.8mm thick with 125 x 25mm corrugations and sloped gabion stone end of pipe protection;
- b. Culvert No. 9 at Station 1+544: 20.0 metres of new 1400mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations and sloped gabion stone end of pipe protection;
- c. Culvert No. 3 at Station 1+854: 22.0 metres of new 1200mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations and concrete block headwalls;
- d. Culvert No. 4 at Station 1+909: 12.5 metres of new 1200mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations with concrete block headwalls;
- e. Culvert No. 5 at Station 1+957: 11.8 metres of new 1200mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations with concrete block headwalls;
- f. Culvert No. 6 at Station 2+034: 12.2 metres of new 1200mm diameter aluminized corrugated steel pipe, 2.8mm thick with 68 x 13mm corrugations with concrete block headwalls;
- g. Culvert No. 7 at Station 2+054: 12.5 metres of 1050mm diameter class 65-D concrete pipe with concrete block headwalls.

Existing enclosed pipe network to be cleaned:

- a. Station 2+386.6 to Station 2+848.8: Clean existing 450mm to 825mm diameter corrugated steel pipes including all inline manholes and catch basins.

## 2.0 WORKING AREA

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

Between Station 0+000 and Station 0+028: The Contractor shall utilize an area measuring approximately 9.0 metres wide along the west side of the drain.

Between Station 1+321 and Station 1+825: The Contractor shall utilize an area measuring 9.0 metres wide along the west side of the drain.

Between Station 1+825 and Station 2+042: The Contractor shall utilize the Moynahan Street right-of-way.

Between Station 2+042 and Station 2+386.61: The Contractor shall utilize an area measuring 9.0 metres wide along the west side of the drain.

Between Station 2+386.61 and Station 2+848.8: The Contractor shall utilize the North Talbot Road right-of-way.

### 3.0 DISPOSAL OF EXCAVATED MATERIAL

The Contractor shall dispose of excavated material as described below:

The Contractor shall spread and level excavate adjacent to the drain to a maximum depth of 300mm between:

Station 1+321 and Station 1+750  
Station 2+054 and Station 2+386.6

The Contractor shall load, haul, spread and level excavate on lands adjacent to Station 1+404 and Station 1+750 and Station 2+069 and Station 2+386.61 between:

Station 1+750 and Station 1+825  
Station 1+825 and Station 2+054.

### 4.0 LOCATION AND ELEVATION OF CULVERT

The location and elevations of the new culvert shall be according to the drawings, 14-105 Sheet 1 to Sheet 7.

### 5.0 PLACEMENT OF CULVERT

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

The required work includes:

- i. The supply and installation of new pipe as described in Section 1.0 Pipe Material;
- b) The Contractor shall perform the excavation, placement of the pipe and backfill in a dry condition and shall provide all required pumps and/or equipment to enable the work to proceed in the dry.
- c) Supply and place sloped gabion stone end of pipe protection or concrete block headwalls, as required.

### 6.0 PIPE BACKFILL

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

### 7.0 QUARRIED ROCK END PROTECTION

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

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

## 7.0 QUARRIED ROCK END PROTECTION - Continued

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

## 7.0 CONCRETE BLOCK HEADWALLS

Where specified and after the Contractor has set in place the new culvert, he shall completely backfill the same and install new concrete block headwalls at the locations indicated on the drawing. The Contractor shall completely backfill in behind the new concrete block headwalls with granular material, Granular "A" and "B" per O.P.S.S. 1010 and as additionally specified under Special Provisions Item No. 11.0 and the granular material shall be compacted in place with a standard proctor density of 100%. The granular backfill shall be placed and compacted in lifts not to exceed 300 mm (12 inches) in thickness.

Upon completion of the concrete block headwall the Contractor shall cap the top row of concrete blocks with a prefabricated concrete cap. The Contractor shall fill all voids between the concrete blocks and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

## 8.0 ALIGNMENT

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

## 9.0 LOCATION OF STRUCTURES, ETC.

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

Numerous catchbasins were noted in the front portion of numerous properties along the length of the drain. The Contractor shall take care to not damage any catchbasin or connection into the drain. Should a catchbasin or connection be damaged, it shall be replaced by the Contractor at his cost.

## 10.0 DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD

The Contractor will be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any parts of the travelled portion of the road is damaged by the Contractor, the Municipality shall

#### 10.0 DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD- Continued

have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality.

#### 11.0 CONSTRUCTION SAFETY

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

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

#### 12.0 CERTIFICATE OF CLEARANCE

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

#### 13.0 PROGRESS ORDERS

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

#### 14.0 CLEANING UP

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

#### 15.0 MEASUREMENT AND PAYMENT

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



## 16.0 MAINTAINING FLOW

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

## 17.0 COMMISSIONER

Where the work "Commissioner" is used in this specification, it shall mean the person or persons appointed by the Council of the Municipality having jurisdiction, to superintend the work.

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

## 18.0 NOTIFICATION OF WORK

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

## 19.0 MAINTENANCE

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

## 20.0 PROPERTY BARS

The Contractor shall note the presence of numerous iron property bars along the course of the work. The Contractor shall make every effort to protect all property bars. The cost of replacing any property bar destroyed by the Contractor will be paid by the Contractor.

## 21.0 PROVISIONAL ITEMS

Items of work included in the Form of Tender noted as "Provisional" may be deleted from the Contract at any time at the discretion of the Owner. If any Provisional Item, or part thereof, is deleted from the requirements of the Contract, the Contractor will have no claim against the Owner for so doing and the Contractor must take this requirement into consideration when determining his unit prices and his Total Tender Price.

Provisional prices tendered shall be in effect until issuance of the final payment certificate.

SPECIFICATIONS  
ENVIRONMENTAL PROTECTION SPECIAL PROVISIONS  
FOR THE  
7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT NO. 14-105

1.0 GENERAL

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

2.0 FIRES

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

3.0 DISPOSAL OF WASTES

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

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

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

4.0 POLLUTION CONTROL

The Contractor shall maintain under this Contract temporary erosion, sediment and pollution control features installed. The Contractor shall control emissions from equipment and plant to local authorities emission requirements. The Contractor shall not cause excessive turbidity when performing in-water work. The Contractor shall not allow any debris, fill or other foreign matter to enter into the waterway. The Contractor shall remove from the waterway, all extraneous materials resulting from in-water work.

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

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

## 5.0 WHMIS

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

## 6.0 DRAINAGE

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

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

## 7.0 PROTECTION OF VEGETATION

The Contractor shall exercise the utmost caution to ensure that existing trees and plants on-site and on adjacent properties are not damaged or disturbed unless noted otherwise in the Removals Special Provisions of this Contract. The Contractor shall restrict tree removal to areas indicated on the Contract Drawings and/or designated on-site. No trees or shrubs shall be removed without the approval of the Engineer and/or Drainage Superintendent. Mature trees outside of the drain bank limit shall remain undisturbed except where necessary to facilitate the proposed works.

## 8.0 DUST CONTROL

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

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

## 9.0 RESTRICTIONS FOR IN-WATER WORKS

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

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

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

#### 9.0 RESTRICTIONS FOR IN-WATER WORKS - Continued

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

#### 10.0 FISH HABITAT

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

GENERAL SPECIFICATIONS  
FOR CONSTRUCTION OF OPEN DRAINS  
FOR THE  
7TH CONCESSION DRAIN  
TOWN OF TECUMSEH  
PROJECT NO. 14-105

1.0 EXAMINATION OF SITE, PLANS AND SPECIFICATIONS

Each tenderer must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the construction period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the report are estimates only and are for the sole purpose of indicating to the tenderers the general magnitude of the work. The tenderer is responsible for checking quantities for accuracy prior to submitting his tender.

2.0 SUPPLY OF MATERIALS

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

3.0 PROFILE

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

4.0 ALIGNMENT

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

5.0 BRUSHING AND GRUBBING

Brush or rubbish shall be grubbed out and close cut on the bank of the working side of the drain including the strip of land between where the earth is to be cast and spread and the top of the drain. The brush or rubbish shall be loaded, hauled and disposed of offsite at a location determined by the Contractor and at his expense. All mature trees along the top of the bank of the working side of the drain shall be selectively left standing.

## 5.0 BRUSHING AND GRUBBING - Continued

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

## 6.0 DISPOSAL OF MATERIAL

The Contractor shall dispose of excavated material as follows: All excavated material shall be loaded, hauled and disposed of offsite at a location to be determined by him and at his expense.

## 7.0 SPREADING EXCAVATED EARTH

All excavated material shall be loaded, hauled and disposed of offsite at a location to be determined by him and at his expense. No material shall be cast and spread on the adjacent industrial lands.

## 7.0 FENCING

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

## 8.0 LOCATION OF STRUCTURES AND UTILITIES

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

## 9.0 ACCESS CULVERTS AND CROSSINGS

Culverts and crossings shall be cleaned or removed and replaced as described as follows:

Between Station 2+386.6 and Station 2+848.8: All pipes and structures shall be cleaned; all excess material shall be disposed of offsite at a location determined by the contractor at his expense.

Culvert No. 8 at Station 1+379: Culvert shall be removed and replaced as described in

## 9.0 ACCESS CULVERTS AND CROSSINGS - Continued

Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

Culvert No. 3 at Station 1+854: Culvert shall be removed and replaced as described in Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

Culvert No. 4 at Station 1+909: Culvert shall be removed and replaced as described in Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

Culvert No. 5 at Station 1+957: Culvert shall be removed and replaced as described in Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

Culvert No. 6 at Station 2+034: Culvert shall be removed and replaced as described in Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

Culvert No. 7 at Station 2+054: Culvert shall be removed and replaced as described in Section 1.0 Pipe Material of Specifications – Replacement Access Culverts over the 7<sup>th</sup> Concession Drain.

## 10.0 BACKFILL FOR CULVERTS

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

## 11.0 ROCK PROTECTION FOR CULVERTS

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

## 12.0 PLACING OF CULVERT PIPE

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

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

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

Where pipes are scheduled to be moved or replaced the Contractor shall confirm the new location of the culvert pipe with the owner prior to installation. Where the Contractor has excavated a culvert pipe which has been scheduled to be cleaned and reinstalled and it is found that the condition of the existing culvert pipe is not satisfactory to be reused, the Contractor shall immediately notify the Commissioner in charge who will verify the condition of the existing pipe and may instruct the Contractor to supply a new length of corrugated plastic pipe.

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

## 13.0 CUTS

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



#### 14.0 DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD

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

## 15.0 SEEDING AND MULCHING

The Contractor will be fully responsible for the restoration of all areas disturbed by his operations in the carrying out this work. The Contractor shall excavated and set aside sufficient topsoil from the trench excavation or supply additional topsoil so that he can place a minimum of 100mm in depth of topsoil over the backfilled trench as detailed on the drawings. Any depressions in any lawn caused by equipment or due to the movement of materials shall be backfilled with topsoil and satisfactorily levelled and raked in place on all lawn areas to be restored.

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

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

The application rates shall be as follows:

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

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

#### 15.0 SEEDING AND MULCHING - Continued

to place the seeding mixture by hand daily, at the completion of his daily excavation operation, the Contractor shall be responsible to give the side slopes a rough, harrowed texture prior to placing the seed mixture.

#### 16.0 QUARRIED ROCK

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

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

#### 17.0 MAINTAINING FLOW AND EXISTING SEWERS

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

#### 18.0 SPECIAL PROVISIONS

The part of the Specifications headed "Special Provisions" which is attached hereto forms part of this Specification and is to be read with it. Where there is any difference between the requirements of this General Specification and those of the Special Provisions, the Special Provisions shall govern.

#### 19.0 REMOVAL OF TREES

The Contractor shall reference General Specification No. 5 prior to removing any vegetation near or within the drain. Whenever practical, existing trees not scheduled for removal will be preserved. The Contractor shall exercise the utmost caution to ensure that the trees are not damaged or disturbed. All mature trees along the top of the bank of the working side of the drain shall be selectively left standing.

#### 20.0 HIGH-PRESSURE GAS MAIN

Further to Section 8.0 Location of Structures and Utilities, a high-pressure gas main is aligned parallel to the south side of the former railway right-of-way. There is sufficient depth of cover; however, third party observation by a Union Gas representative will be required during construction when digging within 1.5 metres of the utility due to the size and pressure of the

## 20.0 HIGH-PRESSURE GAS MAIN - Continued

main. The Contractor shall provide notice three business days prior to the start of excavation at 1-855-228-6535.

Should abandoned infrastructure be found within the working area, the following shall be noted and performed:

- Assume any excavated pipe is live;
- If during the course of any project, a pipe is found that is not on the locate sheet and is in conflict with the work, the Contractor shall call the Union Gas emergency number (1-877-969-0999) to speak with a Union Gas representative to determine if the utility is live or dead;
- A Union Gas representative will respond to the live or dead call within 1-4 hours so the Contractor must plan accordingly.

ATTENTION:

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

CAUTION:

THE LOCATION OF THE UNDERGROUND UTILITIES AS SHOWN ON THE DRAWING ARE APPROXIMATE ONLY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES DURING THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR AGREES TO INDEMNIFY THE OWNER AND CROZIER BAIRD ENGINEERS AGAINST ANY CLAIMS WHICH ARISE FROM HIS ACTIONS.

SHEET SET INDEX:

SHEET NO.	SHEET TITLE
1	TITLE PAGE
2	DRAINAGE AREA
3	PROFILE 1+146 TO 1+900
4	PROFILE 1+900 TO 2+656
5	PROFILE 2+656 TO 2+848
6	CROSS SECTIONS
7	CROSS SECTIONS

NOTE:

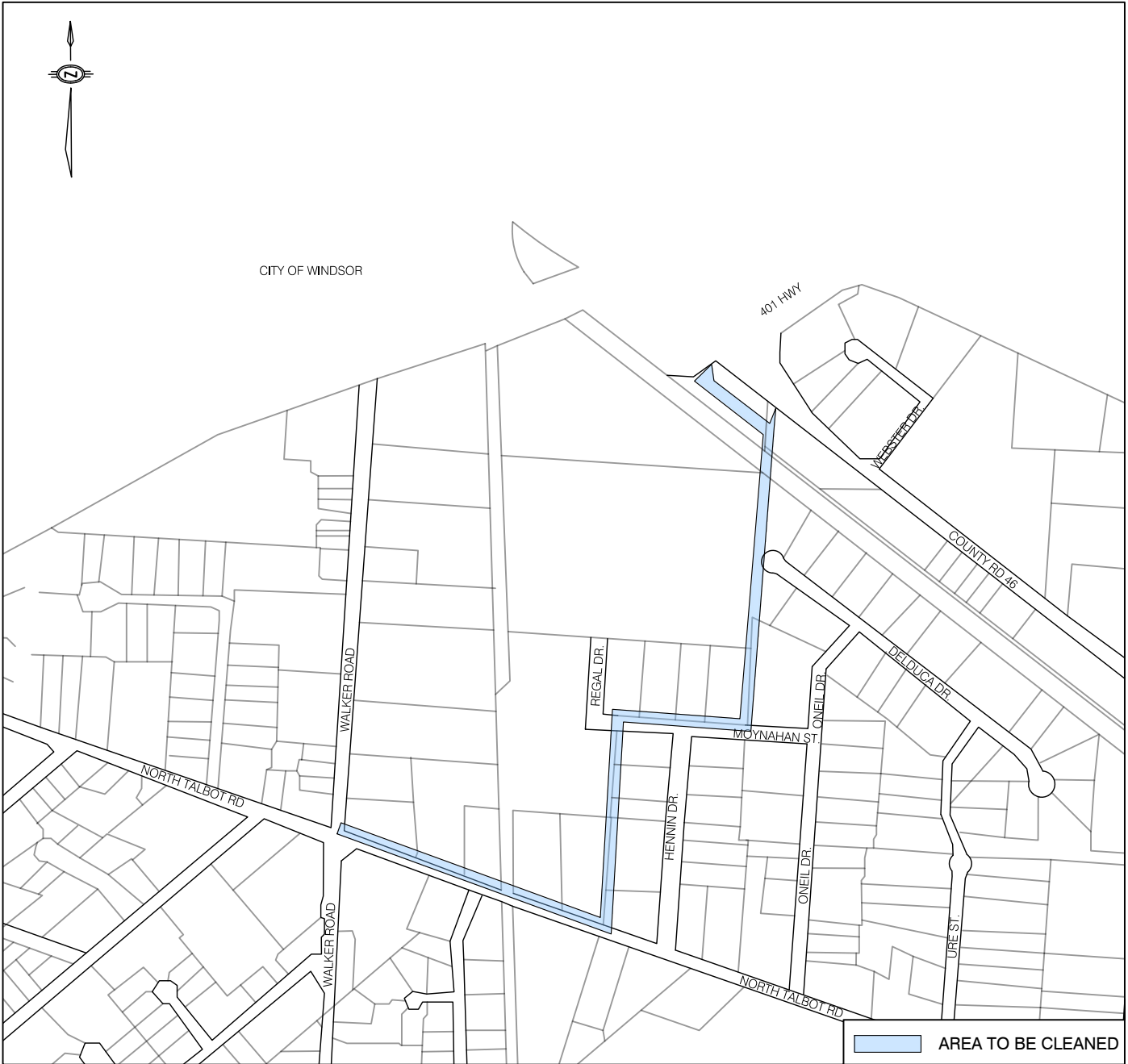
THE PROPERTY LINES AND DIMENSIONS SHOWN ARE BASED ON SURVEY BARS FOUND ON THE SITE AND ARE NOT BASED ON A SURVEY DRAWING PRODUCED BY AN ONTARIO LAND SURVEYOR. THE PROPERTY LINES SHOULD BE CONSIDERED AS APPROXIMATELY ONLY AND NOT A LEGAL PLAN OF SURVEY

NOTE:

CONFIRM PRESENCE OF BURIED PIPELINE PARALLEL TO NORTH RAIL BURIED 4-5' DEEP

BENCHMARK

- No. 1 STA: 2+714: TOP NUT OF FIRE HYDRANT EAST OF WALKER ROAD AND NORTH TALBOT ROAD INTERSECTION  
GPS ELEVATION 191.665 METRES.
- No. 2 STA: 2+463: TOP NUT OF FIRE HYDRANT EAST OF BRENDAN LINE AND NORTH TALBOT ROAD INTERSECTION  
GPS ELEVATION 191.740 METRES.
- No. 3 STA: 2+485: TOP NUT OF FIRE HYDRANT EAST OF BRENDAN LINE AND NORTH TALBOT ROAD INTERSECTION  
GPS ELEVATION 191.967 METRES.
- No. 5 STA: 2+065: TOP NUT OF FIRE HYDRANT WEST OF MOYNAHAN ST. AND HENININ DR.  
GPS ELEVATION 191.466 METRES.
- No. 6 STA: 1+563 TOP NUT OF FIRE HYDRANT NEAR THE WEST END OF DELDUCA DR.  
GPS ELEVATION 191.117 METRES.



KEY PLAN  
SCALE: N.T.S



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

1000 - 267 PELISSIER STREET,  
WINDSOR, ONTARIO  
N9A 4K4.

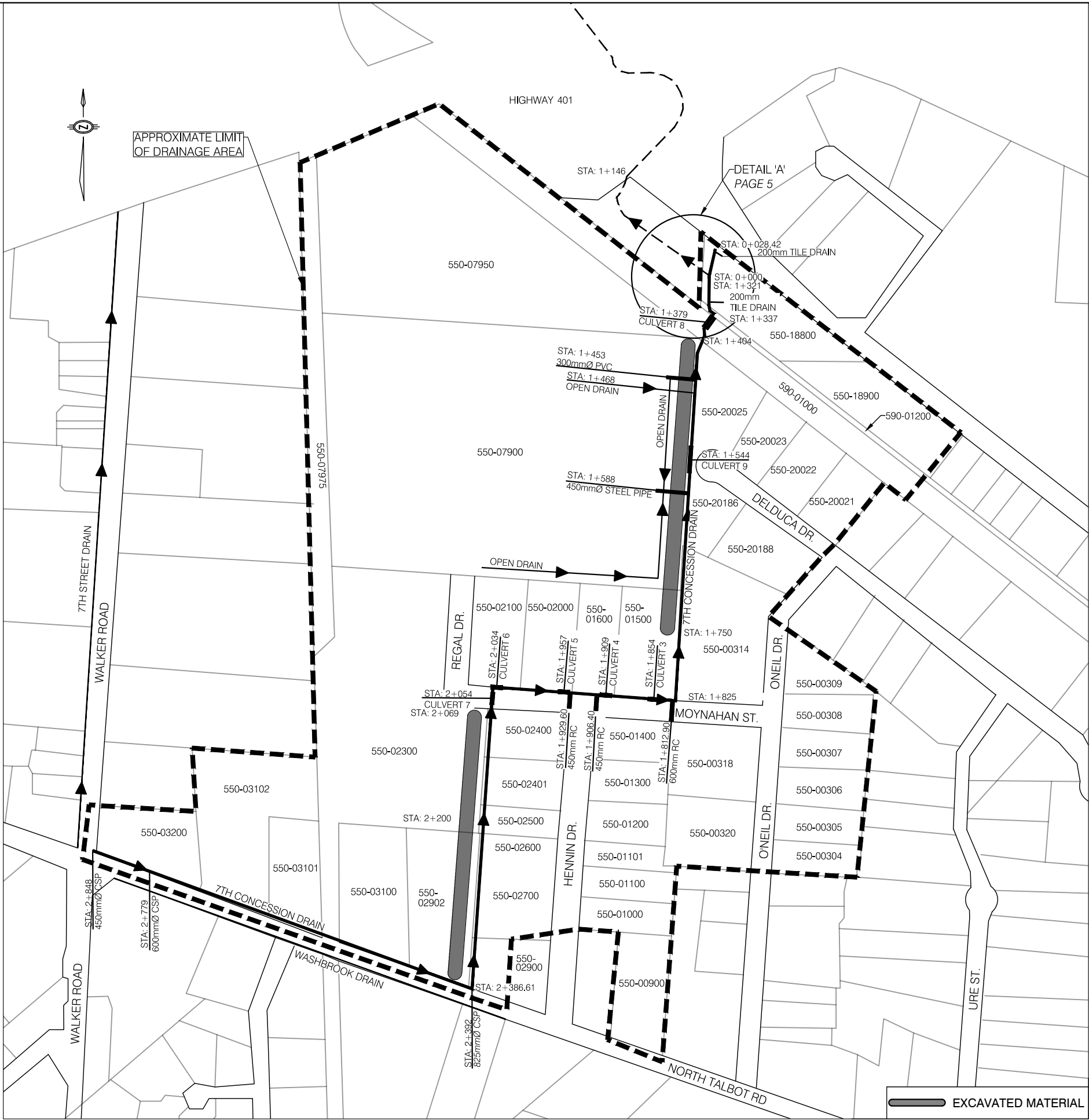
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REPAIR AND IMPROVEMENT TO THE 7TH CONCESSION DRAIN  
TOWN OF TECUMSEH

PAGE TITLE:  
TITLE PAGE



*Don Joudrey*  
DON J. JOUDREY, P.ENG.

DRAWN BY: D.B.	SCALE: AS NOTED	DATE: FEB. 07, 2017 RECONSIDERED AUG. 08, 2017
CHKD BY: D.A.J./H.P.P.	SHEET No. : 1 OF 7	PROJECT No. : 14-105

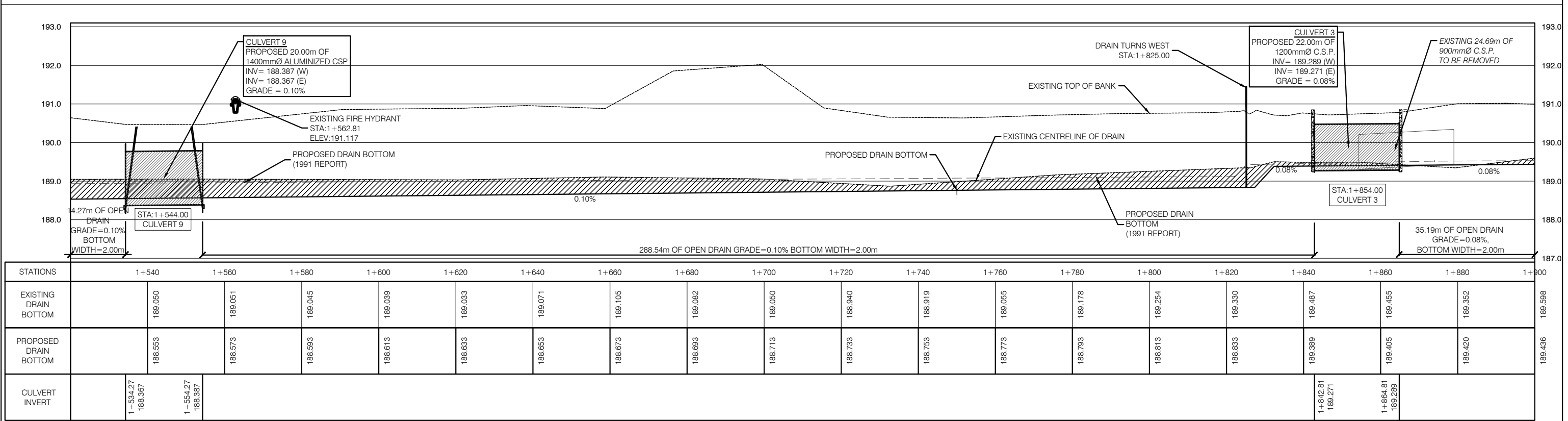
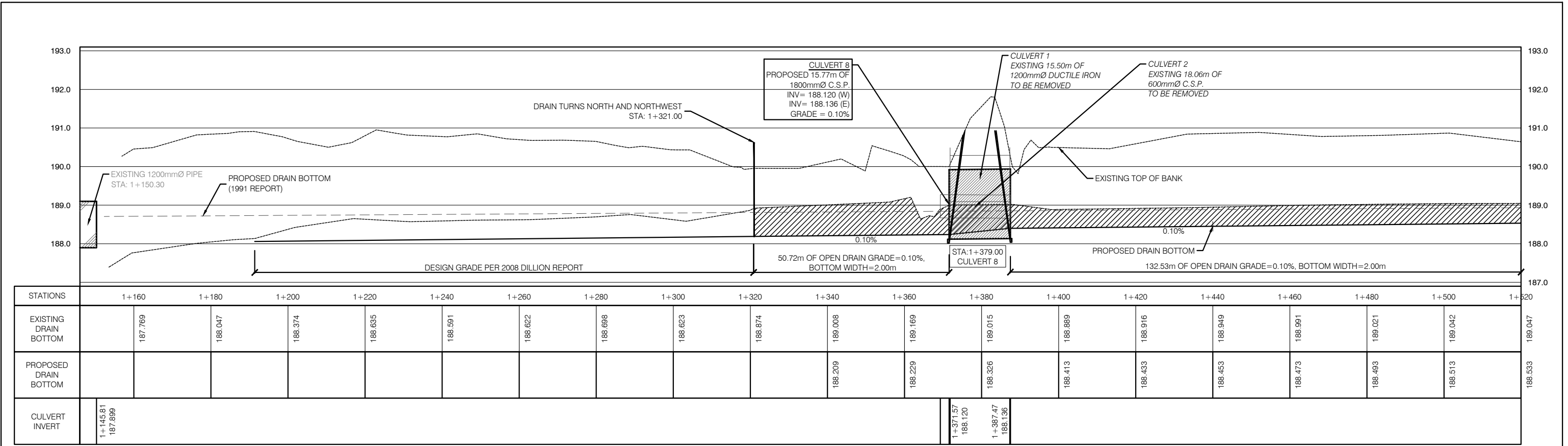


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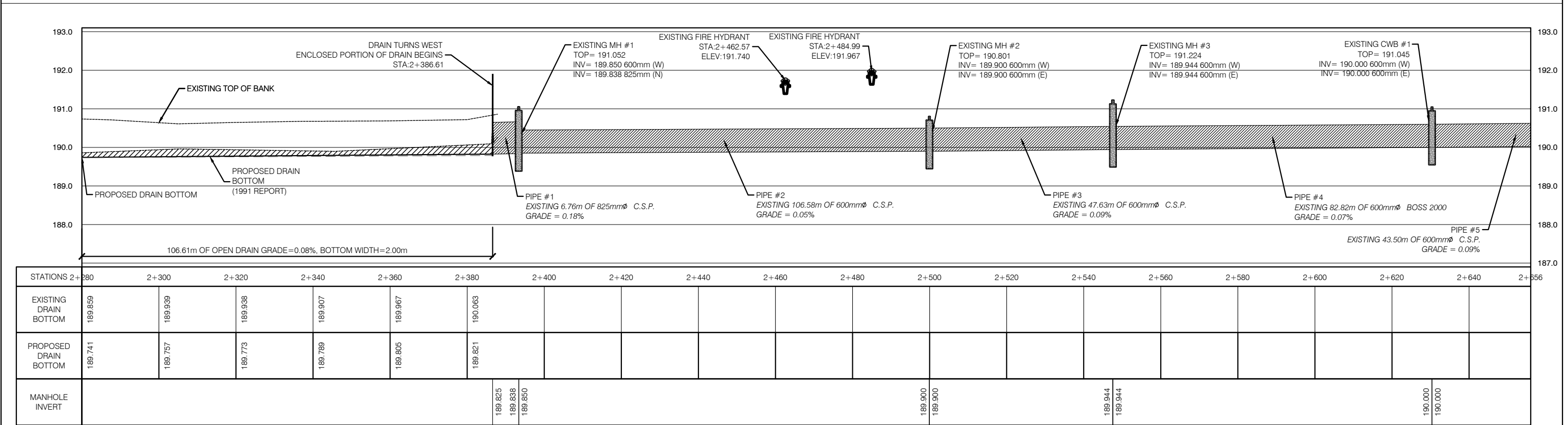
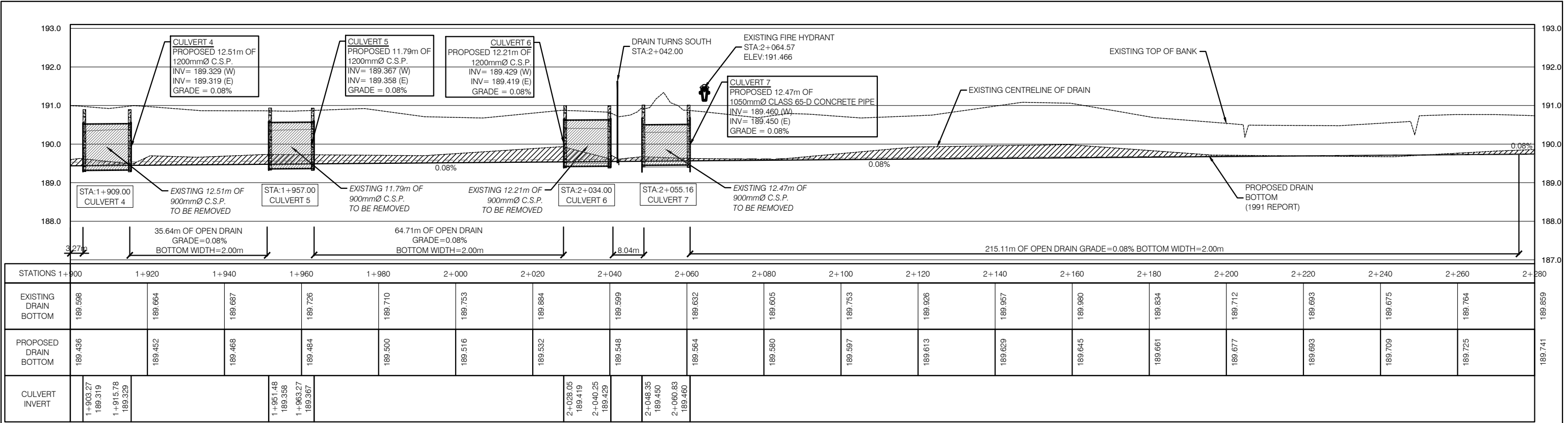
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550-00305	KBC Tools Inc.
550-00306	997103 Ontario Ltd.
550-00307	Linda Jahn and Cheryl Jahn
550-00308	KFJ Holdings Ltd.
550-00309	Filippo Liburdi
550-00314	Hero's Fountain Ltd.
550-00318	Linda Jahn and Cheryl Jahn
550-00320	Timothy Capital Corp.
550-00900	Generation Development Contractors Inc.
550-01000	Fraven Management Ltd.
550-01100	TJ Watson Land Development Inc.
550-01101	Peter Macera
550-01200	Sernacon Holdings Inc.
550-01300	1061175 Ontario Ltd.
550-01400	Electra-Tech Manufacturing Inc.
550-01500	SGM Real Estate Holdings ULC
550-01600	Adine Builders Ltd.
550-02000	Gail Rodzik and Pamela Rodzik
550-02100	Gail Rodzik and Pamela Rodzik
550-02300	1147048 Ontario Ltd.
550-02400	Grande Line Estates Ltd.
550-02401	T.C.T.T. Investment Group
550-02500	ARC Boiler Repair Ltd.
550-02600	Fraven Management Ltd.
550-02700	Fraven Management Ltd.
550-02900	Bolzano Tool and Die Company Ltd.
550-02902	Morbella Holdings Ltd.
550-03100	Daniela Calsavara
550-03101	Generation Development Contractors Inc.
550-03102	ITW Canada Management Company
550-03200	Morton Wholesale Ltd. (Corporation)
550-07900	1078398 Ontario Ltd.
550-07950	803102 Ontario Ltd.
550-07975	1233831 Ontario Ltd.
550-18800	905364 Ontario Ltd.
550-18900	401 Mack Ltd.
550-20021	Calframax Holdings Inc.
550-20022	Paul Cesidio DiGiovanni
550-20023	Paul Cesidio DiGiovanni
550-20025	Paul Cesidio DiGiovanni
550-20186	2376238 Ontario Ltd.
550-20188	Hero's Fountain Ltd.
590-01000	Detroit River Tunnel Company
590-01200	Town of Tecumseh

PARCEL INFORMATION

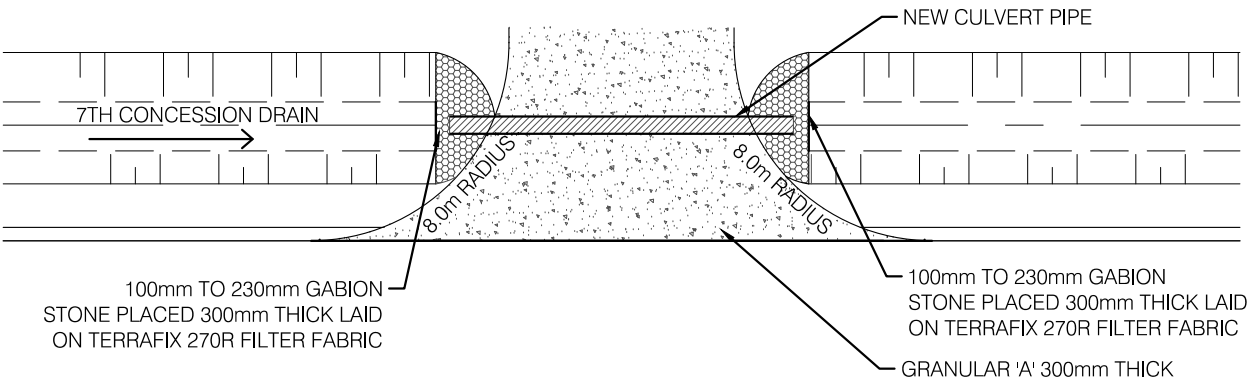
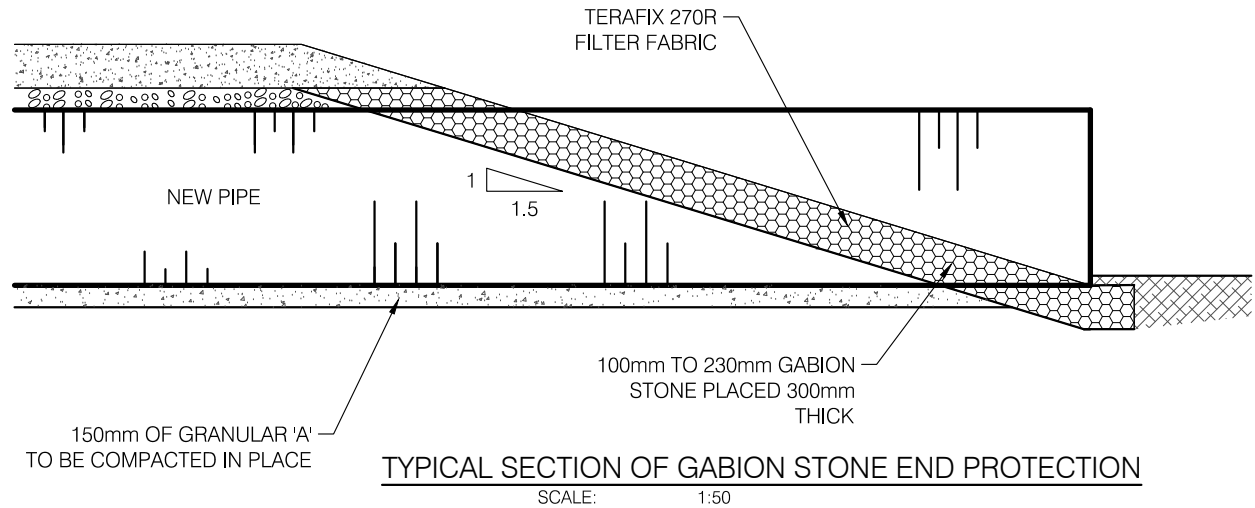
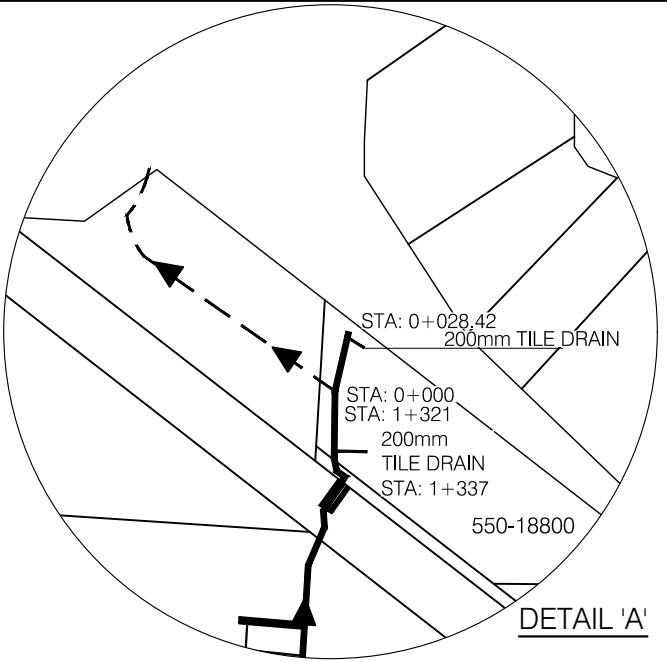
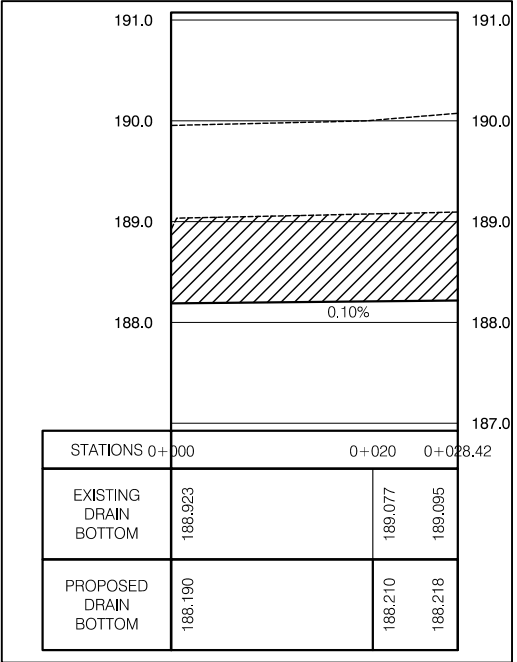
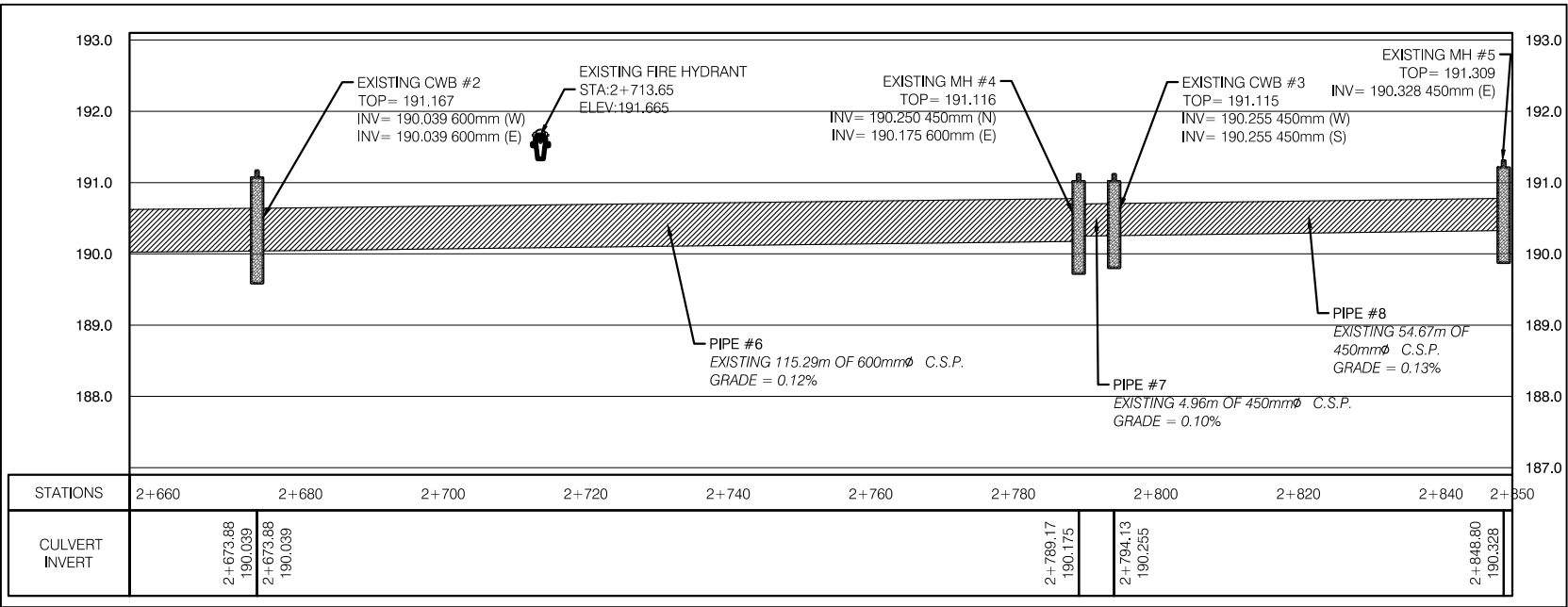
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TOWN OF TECUMSEH			
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	CHK'D BY: D.A.J./H.P.P.	SHEET No. : 2 OF 7	PROJECT No. : 14-105



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TOWN OF TECUMSEH			
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		CHK'D BY: D.A.J./H.P.P.	DATE: FEB. 07, 2017 RECONSIDERED AUG. 08, 2017
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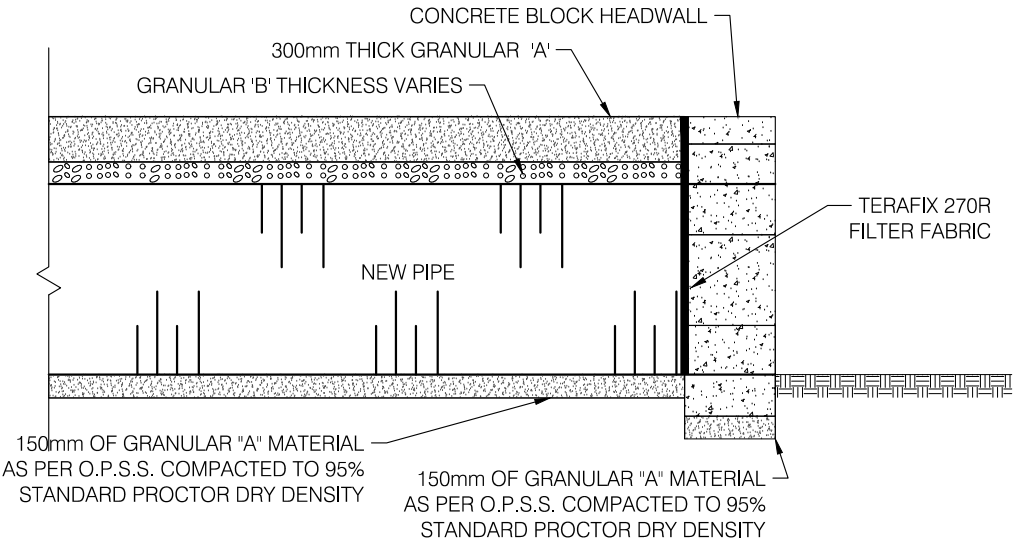


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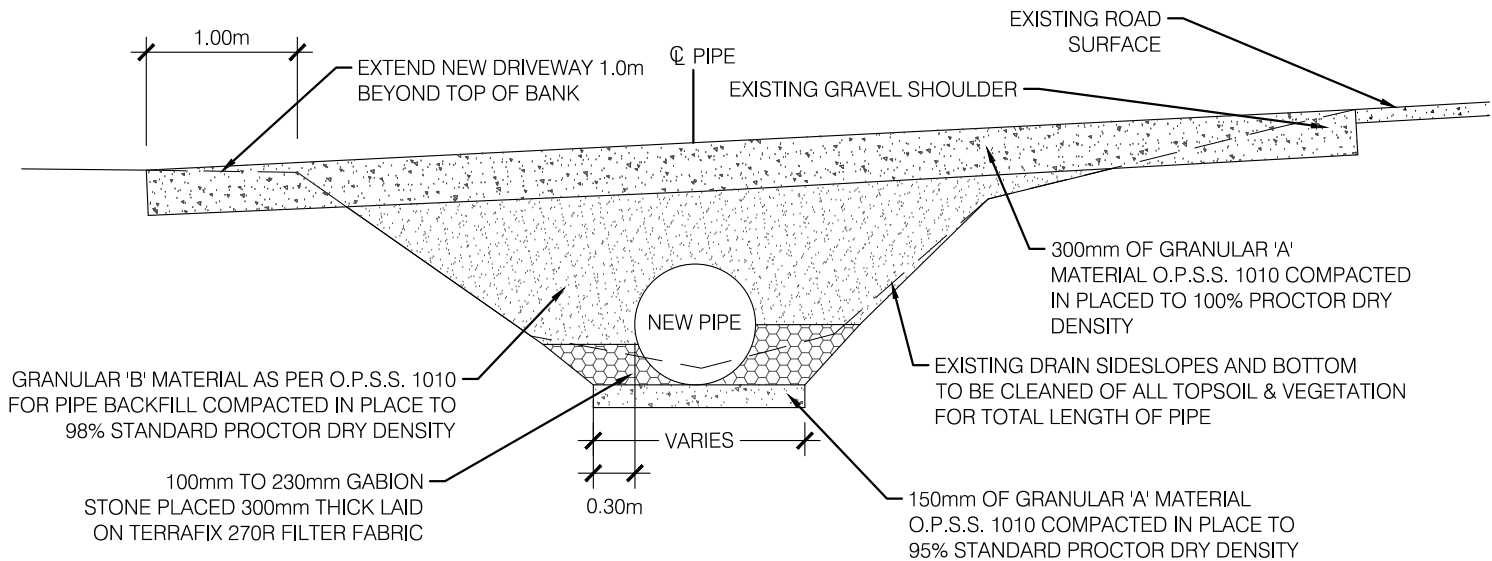
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SCALE: 1:50



TYPICAL END SECTION

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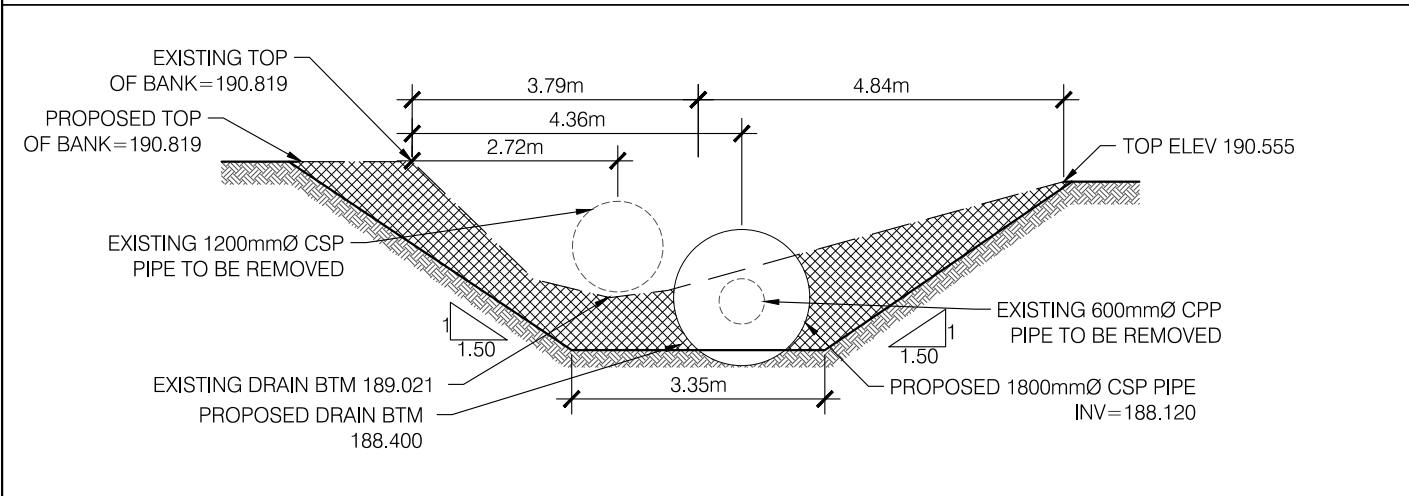


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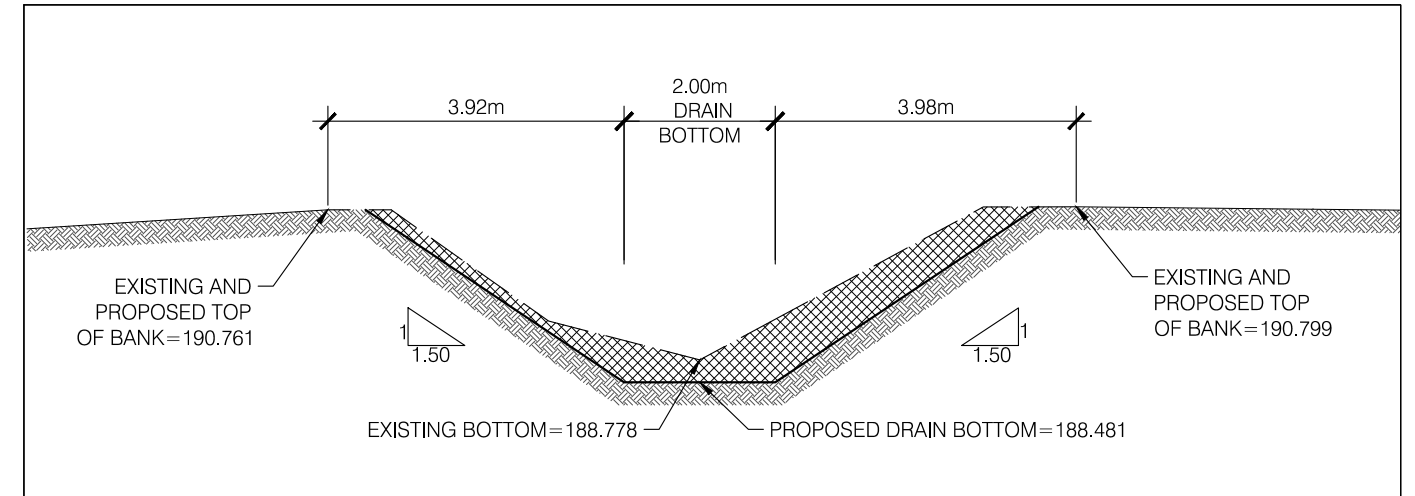
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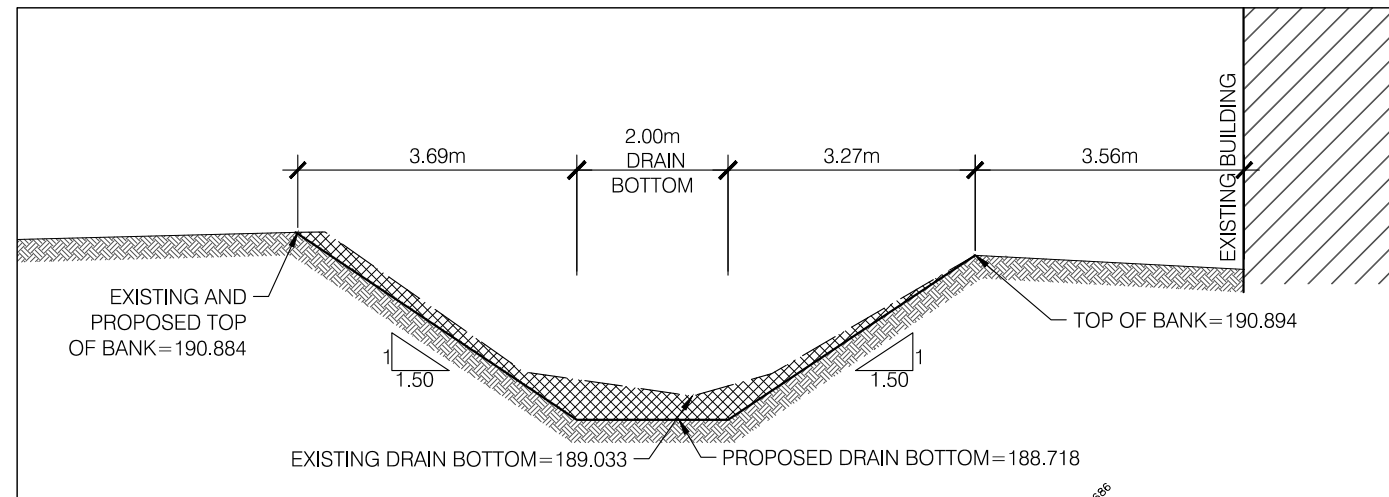




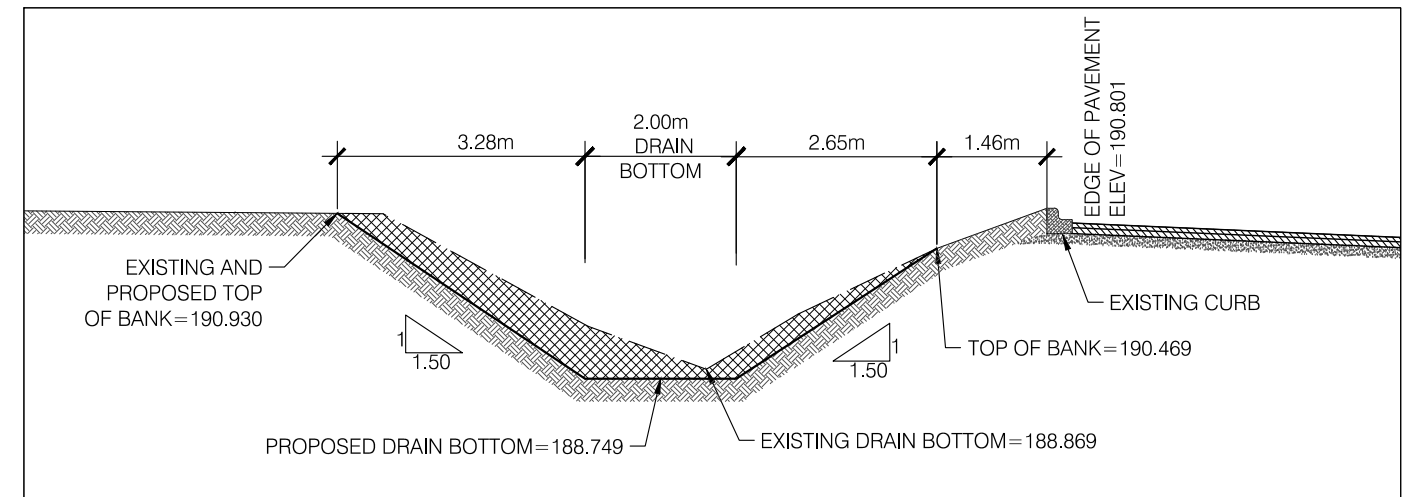
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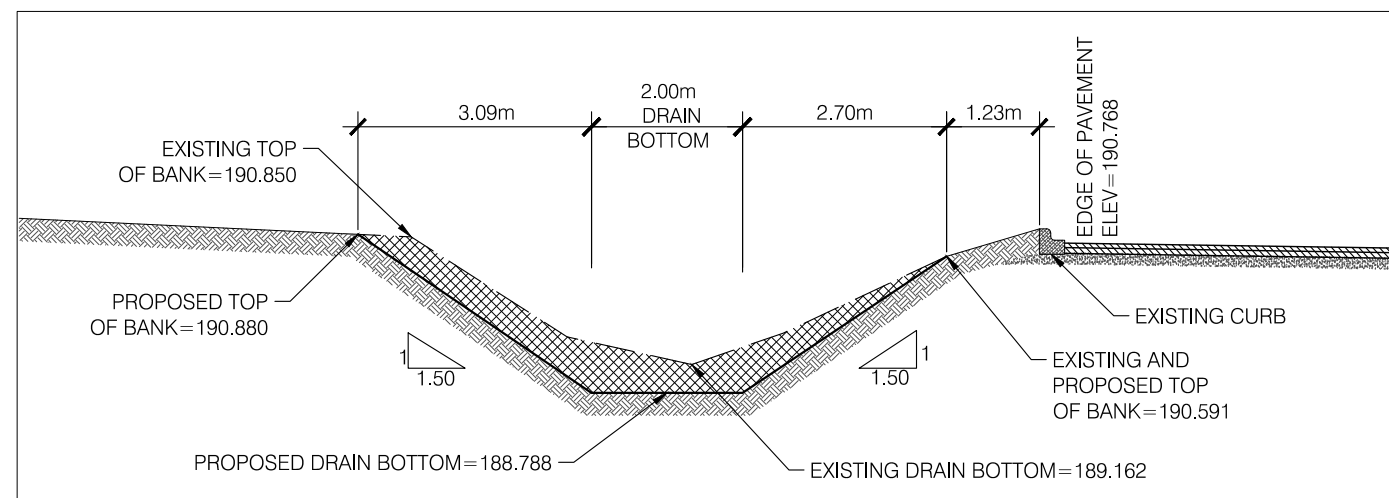
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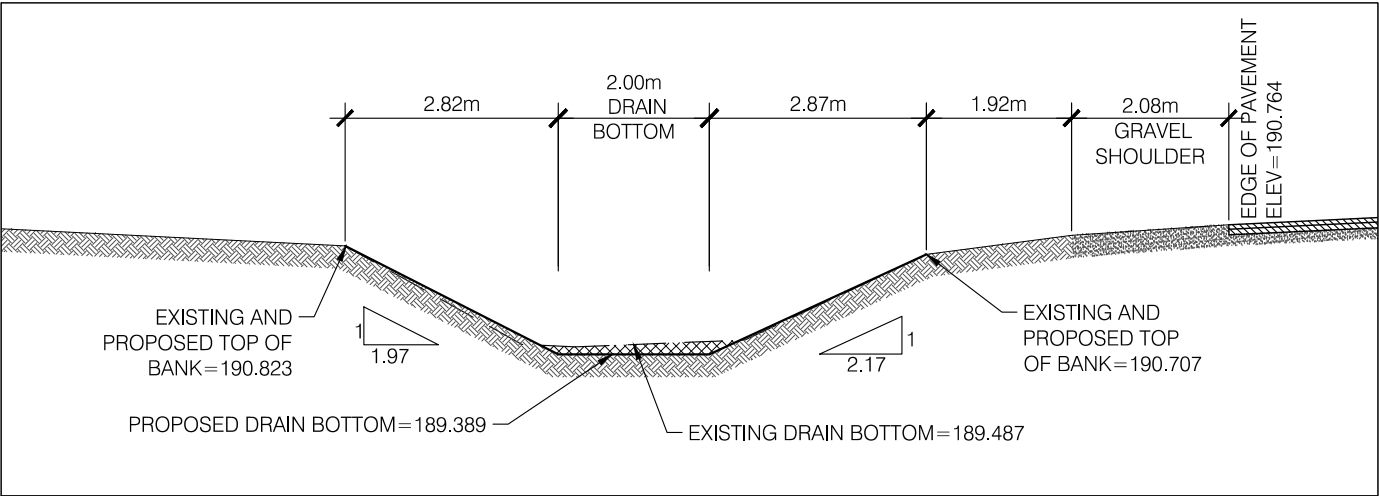


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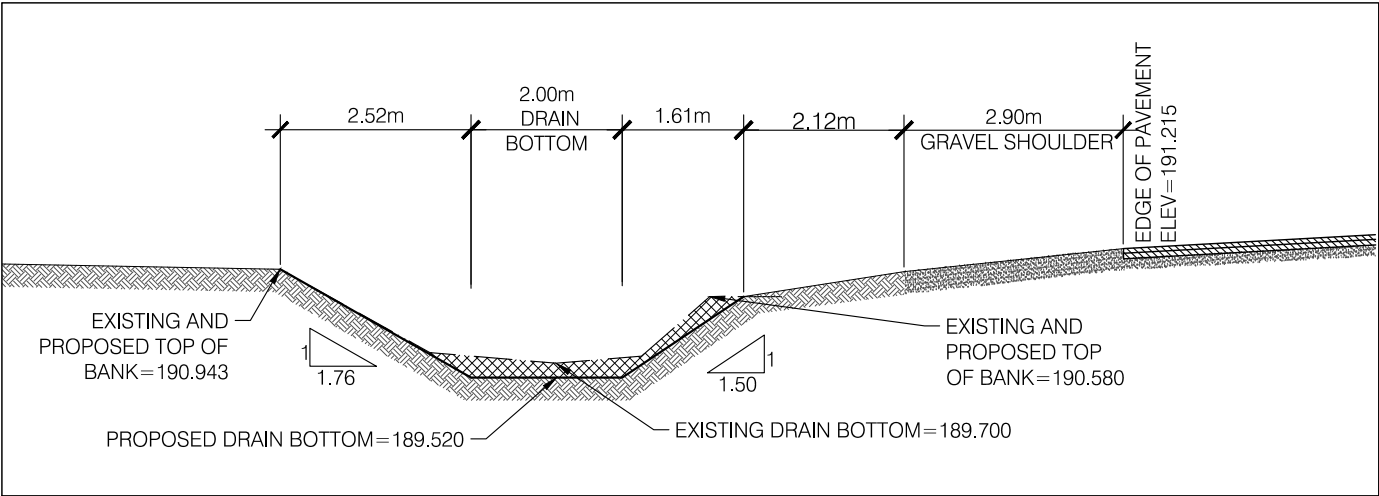


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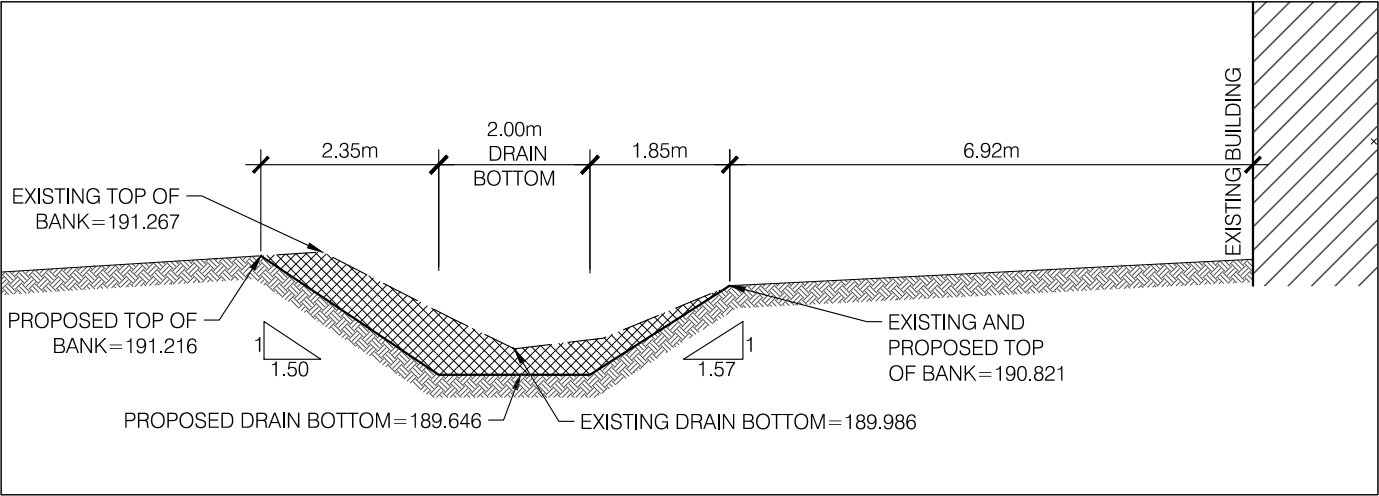
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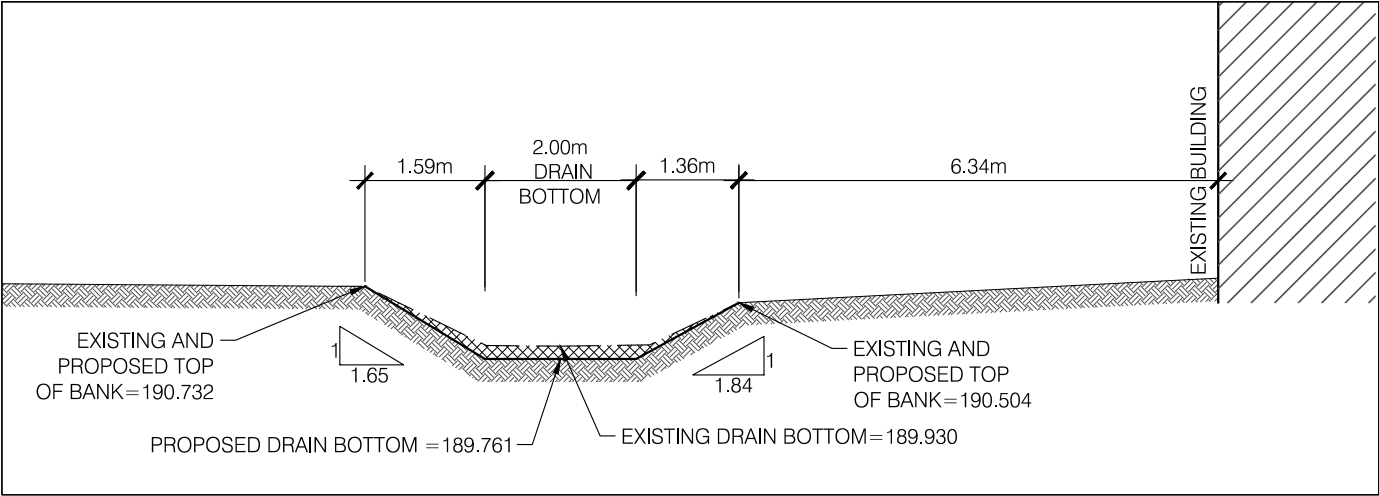
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	CHK'D BY: D.A.J./H.P.P.	SHEET No. : 7 OF 7	PROJECT No. : 14-105

THE CORPORATION OF THE TOWN OF TECUMSEH

BY LAW NUMBER 2017-67

Being a by-law to authorize the execution of a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company

**WHEREAS** The Corporation of the Town of Tecumseh (Town) and TELUS Communications Company (TELUS) entered into the Corporate Customer Agreement, made as of April 22, 2005, as amended (the “Agreement”);

**AND WHEREAS** the Town and TELUS entered into a 1<sup>st</sup> Amendment to the Master Services Agreement, made as of April 10, 2008;

**AND WHEREAS** the Town and TELUS entered into a 2<sup>nd</sup> Amendment to the Master Services Agreement, made as of the 1<sup>st</sup> day of December, 2009 as approved by By-law No. 2010-08 at the February 9, 2010 regular meeting of Council;

**AND WHEREAS** the Town and TELUS entered into a 3<sup>rd</sup> Amendment to the Master Services Agreement, made as of the 15th day of September 2011, as approved by By-law No. 2011-77 at the September 27, 2011 regular meeting of Council;

**AND WHEREAS** the Town and TELUS entered into a 4<sup>th</sup> Amendment to the Master Services Agreement, made as of the 9th day of September 2014, as approved by By-law No. 2014-70 at the September 9, 2014 regular meeting of Council;

**AND WHEREAS** the Town and TELUS wish to enter into a further Master Services Agreement providing wireless voice and/or wireless data, information or messaging services to the Town for a 36 month term;

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

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

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company dated the 12<sup>th</sup> day of September, 2017, for the provision of wireless services, a copy of which Master Services 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 Master Services 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 12<sup>th</sup> day of September, 2017.

“SEAL”

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

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

# Enrollment Agreement for Corporate Purchasing Group - Wireless Services

## A. Description of the Sharing Group

TELUS Communications Company (“**TELUS**”) provides various wireless services to Connecting Windsor-Essex (“**CWE**”), as set forth in a Corporate Purchasing Group Agreement – Wireless Services entered as of June 22, 2017 (the “Corporate Purchasing Group Agreement”), and CWE has requested that its members in good standing in Canada (the “**Sharing Group**”) have access to the rates and terms for the wireless services. TELUS agrees to provide the members of CWE an offer for the Services (as such term is defined in Section B of this Enrollment Agreement, as such term is defined below), subject to the terms and conditions of the Corporate Purchasing Group Agreement and this Enrollment Agreement.

The Enrollment Agreement is between TELUS and each member of CWE having executed a Section E – Solution Details (the “**Enrollment Agreement**”).

The parties acknowledge and understand that the terms and conditions and rate plans in the Corporate Purchasing Group Agreement (collectively, the “**Corporate Offering**”) have been made available to the Customer due to the buying power of CWE and its members as a corporate customer, and are not generally offered to consumers.

By executing this Enrollment Agreement, the Customer accepts the Corporate Offering and the terms and conditions negotiated by CWE on its behalf, and acknowledges that the Wireless Code attached to Telecom Regulatory Policy CRTC 2013-271 does not apply to the Enrollment Agreement or the Customer.

The Corporate Offering is offered to the Customer provided the following eligibility conditions are met:

- (a) The Customer must be a participating member in good standing of Connecting Windsor-Essex,
- (b) The parties must execute this Enrollment Agreement by signing a Section E – Solution Details,
- (c) The Services must be used by the Customer and cannot be resold, and
- (d) The Customer must comply with the terms and conditions in Tariff Item 410, Resale and Sharing of Services (CRTC 21461), as amended from time to time upon the approval of or as directed by the CRTC.

In addition, the Customer must have 10 or more Customer Devices (as such term is defined in Section B) active on the TELUS networks (the “**Enrollment Agreement Minimum**”) at all times during the Agreement Term (as such term is defined in Section B). The Customer acknowledges and understands that the Agreement, including but not limited to the Enrollment Agreement Minimum, is subject to change or may be terminated by TELUS, if required in order to comply with any CRTC order, decision or regulatory policy. The Customer further acknowledges and agrees that if the Customer ceases to meet the Enrollment Agreement Minimum during the Agreement Term, whether as a result of failing to maintain the Enrollment Agreement Minimum or as a result of a change to the Enrollment Agreement Minimum threshold in order to comply with any CRTC order, decision or regulatory policy, this Enrollment Agreement may be terminated by TELUS or TELUS may revise the Corporate Offering.

## B. General Terms and Conditions

### 1. Agreement Structure

This Enrollment Agreement is divided into sections, as follows.

- a. Section A, the Description of the Sharing Group, includes a description of the CWE Sharing Group.
- b. Section B, the General Terms and Conditions, includes the general rights and obligations of TELUS and the Customer relating to all of the Services and the Enrollment Agreement.
- c. Section C, the Service Terms and Conditions, includes commercial and service specific terms that apply to the Services and the Rate Plans for these Services.
- d. Section D, the Corporate Offering and Rate Plans, sets out specific Rate Plans that are available to the Customer, the charges for the Services in each Rate Plan, and any special terms and conditions agreed to by TELUS and the Customer.
- e. Section E, the Solution Details, includes specific Customer information, a list of specific Services that the Customer subscribes to and TELUS agrees to provide to the Customer, and the authorization of TELUS and the Customer.

If there is any conflict between the sections, they will take precedence in reverse order to the order listed, and all of these sections take precedence over any documents and web pages referred to in these sections.

## 2. Definitions

In this Enrollment Agreement:

- a. **"Affiliate"** means any entity controlling, controlled by or under common control with a party, where "control" means the ownership of at least 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity,
- b. **"Agreement Term"** is the term of this Enrollment Agreement specified in the Solution Details and further described in subsection 4 of this section,
- c. **"CRTC"** means the Canadian Radio-television and Telecommunications Commission,
- d. **"Customer"** is defined in the Solution Details,
- e. **"Customer Device"** is a wireless telecommunications device owned by the Customer or by a Customer User, and used with the Services, such as a wireless phone, smartphone, Mike® handset, subscriber identity module or "SIM", tablet, PC card or modem,
- f. **"Customer User"** is defined in subsection 7 of this section,
- g. **"Device Balance"** at the point a Customer Device is activated or replaced is the difference between the no-term cost of the device and the amount paid by the Customer for the device at the point of purchase, and decreases in equal monthly increments such that the Device Balance is \$0 at the end of the Device Term,
- h. **"Device Term"** is the period of time, which may extend beyond the Agreement Term, during which the Customer agrees to keep a Customer Device active on the TELUS networks and to pay a deactivation charge if the Customer Device is deactivated from the TELUS networks, and is further described in Section D,
- i. **"Effective Date"** is defined in subsection 4 of this section,
- j. **"Existing Customer Device"** means a Customer Device active on a TELUS network before the Effective Date.
- k. **"Member"** means a participating member in good standing of Connecting Windsor-Essex,
- l. **"Minimum Commitment"** is defined in subsection 6 of this section,
- m. **"Minimum Spend Commitment"** means the minimum amount of fixed monthly charges that must be incurred by a Customer Device as determined by the type of Rate Plan to which a Customer Device is subscribed, as more particularly described in subsection 2 of Section D,
- n. **"New Customer Device"** means a Customer Device activated on a TELUS network on or after the Effective Date and during the Agreement Term,
- o. **"No Term Device"** is defined in subsection 1.1.3 of section D,
- p. **"Rate Plan"** is a set of charges and features for one or more of the Services, including the fixed monthly charge for access to the Service or a feature of the Service, the service features included with the fixed monthly charge, the number of minutes and megabytes included with the fixed monthly charge, and any additional charges that may apply, and **"Add Ons"** are Rate Plans for specific service features that may be added to another Rate Plan,
- q. **"Service"** means any service listed in the Solution Details,
- r. **"Services"** means all of the Services listed in the Solution Details,
- s. **"TELUS"** means TELUS Communications Company,
- t. **"Upgrade"** is defined in subsection 1.2 of Section D,
- u. **"Wireless Data Service"** is a wireless communications service for the receipt and transmission of messages, data and other content and for Internet access, including uploading and downloading information and other content to and from the Internet,
- v. **"Wireless Voice Service"** is a wireless communications service for the receipt and transmission of voice calls and text messages, and
- w. **"Wireless Voice and Data Services"** refers to both Wireless Voice Service and Wireless Data Service.

Other capitalized words and expressions are defined elsewhere in this Enrollment Agreement.

## 3. Services

TELUS agrees to provide the Customer with the Services.

## 4. Scope and Agreement Term

This Enrollment Agreement is effective, and the Agreement Term starts, when the Enrollment Agreement is signed by both the Customer and TELUS (the **"Effective Date"**). This Enrollment Agreement remains in effect until the end of the Agreement Term and any extension or renewal, unless terminated earlier. This Enrollment Agreement applies to Services for all Customer Devices active on the TELUS networks before the Effective Date and all Customer Devices activated on the TELUS networks after the Effective Date and during the Agreement Term.

At the end of the Agreement Term, if the Customer has not signed a new agreement with TELUS for wireless communication services, TELUS will continue to provide the Services after the Agreement Term on the terms and conditions in this Enrollment Agreement, except that:

- a. the terms and conditions in Sections C and D relating to the activation of Customer Devices, Airtime Credits, TELUS Investments, or the purchase or upgrade of any devices, including any rates, charges and prices for any new activations, device purchases or upgrades, do not apply,
- b. TELUS may change any of the charges for the Services and any other terms and conditions of this Enrollment Agreement by giving 30 days' advance notice to the Customer,
- c. either TELUS or the Customer may terminate any Service by giving 30 days advance notice to the other, and
- d. if any Customer Device has a Device Term that extends beyond the Agreement Term, subsection 1.1 of Section C continues to apply to that Customer Device until the end of the Device Term despite subparagraph (b) above and without being subject to TELUS' rights regarding the Minimum Commitment, and TELUS shall not terminate the Services for that Customer Device under subparagraph (c) above until after the Device Term.

This Enrollment Agreement does not apply to the sale of any Customer Device, except to the limited extent that certain pricing terms included in this Enrollment Agreement may be made available to the Customer if the Customer does purchase devices from TELUS or an authorized TELUS dealer during the Agreement Term.

## 5. Charges and Payment

Each month, TELUS will bill the Customer for, and the Customer shall pay, the charges for the Services as specified in this Enrollment Agreement and in the Rate Plan(s) selected by the Customer for each Customer Device, and all government charges and applicable taxes relating to the Services. The billed amount is payable in full, without deduction or set off, by the due date shown on the bill. The Customer shall pay a late payment charge of 2% per month (compounded to 26.82% per year), calculated from the billing date, on any amounts not received by TELUS by the due date shown on the bill. TELUS may change the late payment charge at any time by giving 30 days' advance notice to the Customer.

If not disputed by the Customer within 60 days of the date of the bill, all of the charges or other amounts in a bill will be deemed to be correct.

## 6. Minimum Commitment

The charges for the Services are based on the Minimum Commitment specified in the Solution Details. The "**Minimum Commitment**" is the number of Customer Devices that must be activated on the TELUS networks by the Commitment Date, and that must remain active on the TELUS networks during the Agreement Term. Only Customer Devices with a Rate Plan listed in Section D count towards the Minimum Commitment. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment.

If the number of Customer Devices active on the TELUS networks is less than 80% of the Minimum Commitment on or any time after the Commitment Date, TELUS may apply an additional monthly charge of \$2.00 to each Customer Device, on 30 days' advance notice to the Customer.

## 7. Customer's Users, Affiliates and Representatives

The Services may be used by the directors, officers, employees and contractors of the Customer (the "**Customer's Users**", and individually, a "**Customer User**"). The Customer shall not, without TELUS' advance written consent:

- a. permit persons other than a Customer User to use the Services or activate Services under this Enrollment Agreement,
- b. permit anyone to activate Services under this Enrollment Agreement for devices other than Customer Devices,
- c. resell the Services to or share the Services with any other persons,
- d. provide Internet access or any other feature of the Services to any other persons,
- e. receive a charge or benefit for the use of the Services, or
- f. use the Services for anything other than the Customer's own business use.

Only the Customer representatives listed in a notice from the Customer to TELUS are authorized to activate Services for Customer Devices under this Enrollment Agreement and give instructions to TELUS regarding Services provided to the Customer's Users, including changes to Rate Plans and features, but if the Customer does not give such a notice to TELUS, TELUS may rely on the apparent authority of the Customer's Users to activate Services for Customer Devices under this Enrollment Agreement and give TELUS instructions with respect to their own use of the Services.

## 8. Use of the Services

The Customer shall use the Services:

- a. in compliance with law, and
- b. in compliance with TELUS' Acceptable Use Policy, published at [telus.com/aup](https://www.telus.com/aup), and with any other policies or rules published by TELUS or directions communicated to the Customer by TELUS.

The Customer shall not:

- a. use the Services for continuous data transmission or broadcasts, automatic data feeds or automated machine to machine connections, or for any other application or purpose that uses excessive network capacity or may otherwise adversely impact other users of TELUS' networks or services,
- b. use the Services to send any message, data or other content that is illegal, defamatory, or violates the rights of other persons,
- c. engage in any activity that could compromise the security of or disrupt or interfere with the Services, any network or computers on the Internet, or that could interfere with the services of any Internet access provider, or
- d. copy or change any signalling, identification or transmission function or component of the Services or any Customer Device or equipment used with the Services, including the MIN, ESN, APN, IMEI, IMSI, MSISDN, domain name and other numbers or authentication information, or permit anyone other than an authorized TELUS representative to do so.

## 9. Other Customer Responsibilities

The Customer is responsible and will be liable to TELUS for:

- a. all access to and use of the Services, including use that breaches this Enrollment Agreement, by any person through the Customer Devices or any other device if the Customer has permitted Services for that device to be activated under this Enrollment Agreement, even if the use is not authorized by the Customer,
- b. all charges for the use of the Services arising from a lost or stolen Customer Device up to the time that the loss or theft is reported to TELUS customer service, and
- c. all loss and liability incurred by TELUS resulting from any claim made against TELUS in connection with the Customer's Devices or access to or use of the Services described in subparagraphs (a) or (b).

The Customer is responsible for any online purchases from another entity made using the Services through the Customer Devices and charged to the Customer's account. TELUS only provides billing services and a means of payment to other entities for online purchases, and TELUS will not be responsible for the product or service provided.

The Customer is responsible for the selection, supply, installation, configuration, maintenance, and security of all Customer Devices, applications, software, data, and services necessary for use or used in conjunction with the Services, including any maintenance and software updates necessary to meet TELUS standards that may apply in order to access and use the Services. TELUS may, at its discretion, change such standards from time to time. The Customer shall only use Customer Devices that are compatible with the Services.

## 10. Service Limitations and Exclusion of Warranties

Wireless telecommunications are delivered by radio waves and are subject to factors that cannot reasonably be controlled, including environmental conditions, network capacity and equipment limitations, and emergency and public safety requirements. TELUS does not guarantee timely, secure, error-free or uninterrupted Services or receipt of messages, data or content sent through TELUS' networks, the networks of other companies, or the Internet. The Services are provided on an "as is" and "as available" basis. Warranties, representations, and conditions do not apply to the Services and are excluded, to the extent permitted by law.

To maintain or improve the Services or for other business reasons, TELUS may make changes to TELUS' networks and other facilities, and may suspend, restrict, or modify the Services without notice to the Customer. TELUS may terminate a Service, or any part of a Service using unique network facilities or infrastructure, by giving at least six months' advance notice to the Customer if:

- a. TELUS is ceasing to operate the network facilities or infrastructure used to provide the Service or part of a Service, or
- b. TELUS is ceasing to provide the same service generally to its customers.

If TELUS terminates a Service or any part of a Service under this subsection and does not make an alternate service with substantially similar functionality available to the Customer on terms that include a promotional incentive to use the alternate service, the Customer will not be required to pay any deactivation, cancellation, or termination charges or any amounts for credit and investment returns as a result of the termination of the Service or any part of it, despite any other provision of this Enrollment Agreement.



## 11. Numbers

Subject to the Customer's right to port a number to another carrier, the Customer does not own or have any property rights in any phone number, IP address, domain name, e-mail address or any other identifier assigned to the Customer for use with the Services, TELUS may change any such identifiers, without liability, by giving advance notice to the Customer.

## 12. Coverage Areas and Roaming

The Services are provided within TELUS' coverage areas, which include most populated areas in Canada. Outside of Canada, TELUS provides access to roaming service provided by other service providers. TELUS' coverage areas and roaming coverage areas depend on the availability of network facilities and may change from time to time without notice.

When a Customer User or any person using a Customer Device is roaming outside of Canada, the Customer is responsible for all applicable roaming charges, and is subject to the terms and conditions of service (including limitations of liability) imposed by the service provider providing the roaming services. U.S roaming charges and international roaming Packages are in Section D. Other international roaming charges in effect from time to time are published at [telusmobility.com](http://telusmobility.com). The Customer is not responsible for roaming charges that are not billed within 180 days from the date the roaming charges were incurred.

## 13. Monitoring and Network Management

TELUS has the right, but not the obligation, to monitor or log any TELUS Internet site or use of the Services when required by law or by a court or other lawful authority, or when necessary to enhance operating efficiencies and to protect TELUS and its customers from spam, malicious content and other unlawful activity. TELUS has the right to remove or block access to any Internet capability or data available or transmitted through the Services that TELUS, at its discretion, determines to be in breach of this Enrollment Agreement.

TELUS monitors its networks to keep them running continuously. However, TELUS may temporarily suspend or restrict the Services to maintain, restore or repair a TELUS network. Also, to ensure fair network access to all users, TELUS may manage network resources using methods including:

- a. allocating bandwidth, which may limit the availability or speed of data service,
- b. filtering for spam and malicious content, which may occasionally result in unintended blocking of inoffensive content, and
- c. restricting the network access available to specific transmission protocols.

A description of TELUS' network management practices is available at [mobility.telus.com/optimization](http://mobility.telus.com/optimization).

## 14. Limitation of TELUS' Liability

TELUS is not responsible for and will not be liable to the Customer for:

- a. libel, slander, defamation or the infringement of copyright arising from material or messages transmitted from the Customer's property or premises or recorded by the Customer Devices or other equipment or TELUS' equipment;
- b. damages arising from any act, default, omission, or negligence of the Customer, the Customer's Users or any other person in relation to the use or operation of Customer Devices or equipment provided by TELUS,
- c. damages arising from the transmission of material or messages over TELUS' networks on behalf of the Customer or the Customer's Users, which is in any way unlawful,
- d. any act, omission or negligence of other entities or communications systems in relation to the provision of the Services, when the facilities of such other entities or communications systems are used to establish connections to or from facilities and equipment controlled by the Customer, or
- e. in relation to content, applications, products, or services provided by other persons or entities accessed or used by the Customer or the Customer's Users when using the Services.

TELUS will not be liable to the Customer for any loss of profits or business, failure to realize expected savings, loss of or damage to messages, data or content, loss of good will or reputation, or for any consequential or indirect damages, arising from or relating to the Services or this Enrollment Agreement. This exclusion applies even if TELUS could reasonably foresee or has been advised of the possibility of such losses, failure, or damages. Except as provided below with respect to the provision of emergency services on a mandatory basis, TELUS' entire liability for all claims arising from or relating to the Services or this Enrollment Agreement is limited to an amount equal to one month of charges paid by the Customer, calculated as an average over the three month period immediately preceding the first event that gave rise to any claim by the Customer against TELUS arising from or relating to the Services or this Enrollment Agreement.



TELUS' liability for negligence relating to the provision of emergency services on a mandatory basis, except in cases where negligence on the part of TELUS results in physical injury, death or damage to the Customer's property or premises, is limited to the greater of twenty dollars and three times the amount the Customer would otherwise be entitled to receive as a refund for the provision of defective Services under this Enrollment Agreement.

The exclusions and limitations of liability in this subsection:

- a. apply whether the claims were made in contract, tort (including negligence), statute, or otherwise,
- b. extend to the benefit of third party providers of audio or audiovisual programming services delivered to a Customer Device through the Services, and
- c. do not apply in cases of deliberate fault, gross negligence, anti-competitive conduct, or breach of contract resulting from gross negligence, on the part of TELUS in the provision of mandatory emergency service to the Customer.

## 15. Deactivation and Termination

TELUS may restrict or suspend some or all of the Services, or terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer, if the Customer:

- a. breaches any provision of this Enrollment Agreement and does not remedy the breach within 10 days after receiving notice of the breach, or
- b. has a receiver or trustee in bankruptcy appointed for it, is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved.

If Services are restricted or suspended and the reason for the restriction or suspension continues for 30 days from the date notice of the restriction or suspension was given to the Customer, TELUS may terminate this Enrollment Agreement and deactivate all of the Customer Devices from the TELUS networks, by giving notice to the Customer.

On the deactivation of any Customer Device before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier, or on any termination of the Enrollment Agreement before the end of the Agreement Term, the Customer shall pay TELUS (notwithstanding Article 2129 of the Civil Code of Quebec if Customer is subject to the laws of the province of Quebec):

- a. all outstanding charges for the Services up to the termination or deactivation date, and
- b. all deactivation, cancellation, and termination charges and all amounts payable for credit and investment returns in Sections C and D

Deactivation, cancellation, and termination charges and credit and investment returns are liquidated damages. The Customer acknowledges that such charges and amounts are a pre-estimate of the damages TELUS will sustain as a result of the early deactivation of the Customer Device, and are not a penalty.

## 16. Confidentiality of Customer Information

In relation to all telecommunications services provided by TELUS, unless the Customer provides express consent or disclosure is pursuant to a legal power, all information kept by TELUS regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by TELUS to anyone other than:

- a. the Customer or a person who in the reasonable judgement of TELUS is seeking the information as an agent of the Customer,
- b. another telecommunications company provided the information is required for the efficient and cost-effective provision of telecommunications service and the disclosure is made on a confidential basis with the information to be used only for that purpose,
- c. a company involved in supplying the Customer with telecommunications or telephone directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose,
- d. an agent retained by TELUS to evaluate the Customer's credit or collect the Customer's account, provided the information is required for and is to be used only for that purpose,
- e. a public authority or agent of a public authority, if in the reasonable judgement of TELUS it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information,
- f. a public authority or agent of a public authority, for emergency public alerting purposes, if a public authority has determined that there is an imminent or unfolding danger that threatens the life, health or security of an individual and that the danger could be avoided or minimized by disclosure of information,
- g. an Affiliate involved in supplying the Customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose, or

- h. a law enforcement agency if TELUS reasonably believes that the Customer or anyone using a Customer Device is engaged in fraudulent or unlawful activities against TELUS.

Express consent may be taken to be given by the Customer where the Customer provides: written consent; oral confirmation verified by an independent third party; electronic confirmation through the use of a toll-free number; electronic confirmation via the Internet; oral consent where an audio recording of the consent is retained by TELUS; or consent through other methods, as long as an objective documented record of the Customer consent is created by the Customer or by an independent third party.

The Customer consents to:

- a. the exchange of credit information with credit agencies and with TELUS Affiliates, including disclosure of information about the Customer's payment history with TELUS and obtaining information about the Customer's credit history,
- b. the presentation of its caller identification information when using the Services,
- c. the disclosure of Customer information to persons providing services to TELUS, for the purpose of providing the Services to the Customer, and
- d. the exchange of account and usage information with TELUS Affiliates or dealers, for the purpose of providing the Services to the Customer or offering related products and services to the Customer

## **17. Confidentiality of TELUS Information**

This Enrollment Agreement, all information provided by TELUS to the Customer in connection with the Services or this Enrollment Agreement, including communications between the Customer and TELUS in connection with the negotiation of this Enrollment Agreement, the charges for the Services, and all bills sent to the Customer are confidential information of TELUS. The Customer shall not disclose any TELUS confidential information to any person other than the directors, officers, and employees of the Customer without the advance written consent of TELUS and without obtaining legally binding commitments from the person receiving the information restricting any further disclosure and protecting the confidentiality of the information. The Customer shall only use TELUS confidential information to exercise its rights or perform its obligations under this Enrollment Agreement.

The obligations in this subsection do not apply to information required to be disclosed by law or by a court or other lawful authority, provided that the Customer promptly notifies TELUS of the requirement to disclose and cooperates with TELUS to limit or avoid such disclosure by any lawful means.

The obligations in this subsection will survive the expiration or termination of this Enrollment Agreement for a period of three years.

## **18. Mediation and Arbitration**

TELUS and the Customer shall use mediation and arbitration to resolve disputes between them arising from or relating to the Services or this Enrollment Agreement, including disputes arising from or relating to any Customer Device, sales materials or advertising relating to a Customer Device or the Services or relationships with other persons arising through use of the Service, whether the dispute is based in contract, tort (including negligence), statute, or otherwise. If the business representatives of the parties have not been able to resolve any such dispute, in order to proceed with the dispute a party must submit the dispute to private and confidential mediation before a single mediator. If the dispute is not resolved after mediation, in order to proceed with the dispute a party must submit the dispute to private and confidential arbitration before a single arbitrator. Mediation and any arbitration will take place in the city and province in the Customer's billing address in the Solution Details under the rules of the ADR Institute of Canada, including its rules as to initiation and submission of a dispute to mediation and arbitration, appointment of the mediator and any arbitrator, and responsibility for the fees and expenses arising from or relating to mediation and arbitration.

An arbitration decision will be final and binding on the parties, and the parties will have no rights of appeal. The decision may be enforced by court proceedings.

This subsection does not apply to the collection of any amounts owing to TELUS or any injunction application, except that in the case of an injunction application, the parties shall use mediation and arbitration to resolve the dispute that led to the application. The Customer waives any right it may have to start or participate in, and agrees to opt out of, any class action against TELUS arising from or relating to the Services or this Enrollment Agreement. Nothing in this subsection restricts or intends to restrict the rights or powers of any administrative authority with jurisdiction over TELUS or the Services.

## 19. General

**Interpretation.** The headings in this Enrollment Agreement do not affect the interpretation of any provision of this Enrollment Agreement. All dollar amounts in this Enrollment Agreement refer to Canadian currency. The words “including” and “includes” mean “including without limitation” and “includes without limitation”.

**Assignment.** The Customer shall not assign this Enrollment Agreement or any part of it without the advance written consent of TELUS. TELUS may withhold its consent to a proposed assignment by the Customer to a person who is in the business of providing information, communications or technology products or services, including telecommunications or telecommunications-related products or services. TELUS may assign or subcontract all or any part of its rights and obligations under this Enrollment Agreement or the Services without notice to or consent of the Customer. This Enrollment Agreement enures to the benefit of and binds the successors and permitted assigns of TELUS and the Customer.

**Relationship.** This Enrollment Agreement does not create or imply any agency, partnership, or other joint relationship between the parties, and does not authorize either party to bind or obligate the other in any way.

**Severability.** If any part of this Enrollment Agreement is void, prohibited or unenforceable, this Enrollment Agreement is to be construed as if that part had never been part of the Enrollment Agreement.

**No Waiver.** The failure of the Customer or TELUS to exercise any right under this Enrollment Agreement, or to insist upon strict or full performance of the obligations under this Enrollment Agreement, does not constitute a waiver or relinquishment of any provision of this Enrollment Agreement. To bind a party, any such waiver must be express and in writing signed by that party. The rights of the parties under this Enrollment Agreement are cumulative and not alternative.

**Survival.** Provisions of this Enrollment Agreement that expressly or by their nature extend beyond the termination of this Enrollment Agreement survive any termination of this Enrollment Agreement.

**Law.** If any provision of this Enrollment Agreement is prohibited by or contravenes any CRTC order or decision, that provision applies only to the extent permitted by the order or decision. TELUS may change any terms and conditions of this Enrollment Agreement, by giving 30 days advance notice to the Customer, to comply with any CRTC order or decision or when otherwise required by law or by a court or other lawful authority. TELUS and the Customer shall comply with all laws applicable to the exercise of their rights and performance of their obligations under this Enrollment Agreement. This Enrollment Agreement is subject to and is to be interpreted in accordance with the federal law of Canada and the laws of the province in the Customer's billing address in the Solution Details, without regard to that province's choice of law rules. Venue and jurisdiction will be in that province.

**Notices.** Unless explicitly provided otherwise in this Enrollment Agreement, to be effective, notices under this Enrollment Agreement and notices of and requests for mediation and arbitration must be given in writing to the other party's notice address by commercial courier with proof of delivery, fax, personal delivery, email or registered mail. The Customer's notice address, email and fax number are its billing address and fax number in the Solution Details. TELUS' notice address and fax number for any notice of or request for mediation or arbitration is 3777 Kingsway, 5<sup>th</sup> Floor, Burnaby B.C. V5H 3Z7, 604 – 435 – 5650, and for all other notices is 25 York Street, 24<sup>th</sup> Floor, Toronto ON M5J 2V5, Attention: Manager, Wireless Offer House, TELUS Business Solutions. Notices and requests delivered personally, by email, or by commercial courier or fax will be deemed to have been received on the day of delivery. Notices and requests sent by registered mail will be deemed to have been received four days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing.

**Entire Agreement.** Any terms and conditions in a purchase order or other similar document issued by the Customer in relation to any Services that are different from or in addition to those in this Enrollment Agreement do not bind and are rejected by TELUS. This Enrollment Agreement forms the entire agreement between the Customer and TELUS, and supersedes all written and oral communications and agreements between them, concerning the Services made before this Enrollment Agreement came into effect. Changes to this Enrollment Agreement must be agreed to in writing and signed by parties to be effective, except as stated elsewhere in this Enrollment Agreement.

**Language.** The parties acknowledge that they have expressly required that the present contract and all related documents be drafted in the English language. Les parties reconnaissent avoir expressément exigé que le présent contrat et tous les documents connexes soient rédigés en langue anglaise.

## C. Service Terms and Conditions

### 1. Wireless Voice and Data Services

The Service Terms and Conditions in this subsection apply to the Wireless Voice and Data Services provided to the Customer.

## 1.1 Rate Plans

The Customer shall subscribe to a Rate Plan in Section D, and may subscribe to additional optional Rate Plans, for each Customer Device active on the TELUS networks. TELUS Rate Plans are designed for Wireless Voice Service ("**Voice Plans**"), for Wireless Data Service ("**Data Plans**"), or for Wireless Voice and Data Services ("**Voice and Data Plans**"). If the Rate Plan or Rate Plans subscribed to do not include a service or feature for which a Customer Device is actually used, the Customer shall pay for the use of the service or feature at TELUS' standard pay-per-use charges in effect at the time of use. The Customer shall, during the Device Term, subscribe to a Voice and Data Plan for each Customer Device that is a smartphone.

Unless stated otherwise in Section D, the Customer may subscribe to the Rate Plans in this Enrollment Agreement as of the Effective Date. The Customer must request that the Rate Plans applicable to each Existing Customer Device be changed to a Rate Plan in Section D by the Commitment Date for those devices to be counted towards the Minimum Commitment. After receiving a written request from Customer, TELUS will migrate the Customer's devices to the new Rate Plans. The length of time required to complete the migration will depend on the number of devices changing rate plans.

Subject to TELUS' rights regarding the Minimum Commitment in subsection 6 of Section B, during the Agreement Term and during the Device Term applicable to each Customer Device, TELUS shall not change the basic monthly charge in any Rate Plan (including any Add on or Package) or the number of minutes, amount of data, or features included in the basic monthly charge. TELUS may change other charges, apply additional charges, or do both provided that:

- a. TELUS communicates the change or additional charge to the Customer at least 30 days in advance by email to the Customer's email address in the Solution Details, by a message on a bill sent to the Customer, or by other written communication sent to the Customer's billing address, and
- b. the change or additional charge applies generally to TELUS corporate customers using the same service.

The basic monthly charge in a Rate Plan is the fixed monthly charge that provides access to the Service, and in an Add-on or Package is the fixed monthly charge that provides access to the feature. The basic monthly charge does not include additional charges in a Rate Plan for any features not included in the basic monthly charge, any E911 charges, any SAF (if applicable), any taxes, government charges, or any other charges.

TELUS offers Enhanced 911 with the Wireless Voice Service. See details at <http://www.telus.com/e911>. A monthly Enhanced 911 access charge ("**E911 charge**") will apply to a Customer Device if specified in Section D for the Rate Plan subscribed to for that Customer Device. The amount of the E911 charge, as at the Effective Date, is specified in Section D, but the amount of the E911 charge may change without notice to the Customer. Additional 911 access charges will apply to Customer Devices billed in provinces with legislation imposing 911 access charges and requiring TELUS to collect the charges on behalf of the provincial government.

## 1.2 Charges on Deactivation

The deactivation charge payable for each Customer Device deactivated before the end of the associated Device Term is equal to the sum of: (i) the outstanding Device Balance; (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D plus (iii) a charge of \$100.

## 1.3 Account Management Portal

TELUS may provide the Customer with tools, through a web-based portal, to assist the Customer with managing its account with TELUS and the use of the Services. The Customer shall maintain the confidentiality of all log-in names and passwords used to access the Customer's account through this portal and is responsible for all use of the portal by anyone using those log-in names and passwords. TELUS may, at its discretion and without any liability, change or delete any part of the portal or the tools available through it, or suspend or revoke the Customer's access to the portal to prevent any improper use of or unauthorized access to the portal.

## 1.4 Changes

During the Agreement Term and any Device Term, the Customer may change the Rate Plan applicable to a Customer Device as long as the fixed monthly charge of the new Rate Plan is equal to or greater than the applicable Minimum Spend Commitment.

The Customer may change the Rate Plan applicable to a Customer Device to a Rate Plan with a fixed monthly charge lower than the applicable Minimum Spend Commitment, as long as the Customer pays TELUS: (i) the outstanding Device Balance at the time of the change and (ii) the charge payable by the Customer for return of any Airtime Credit as described in Section D, as if such Customer Device has been deactivated before the end of the associated Device Term at the time of the change.

If a Customer changes a Rate Plan or makes any other changes to the Services that are not documented by TELUS in an amendment to this Enrollment Agreement at the time of the change, the Customer's use of the Services after such changes are made shall be governed by

this Enrollment Agreement. Payment by the Customer of the charges billed after such changes are made shall constitute the Customer's acceptance of any change to the charges resulting from such changes.

## **1.5 TELUS Wi-Fi Service**

Wireless Data Service include access to TELUS Wi-Fi service, which provides wi-fi Internet access through TELUS' wireless network access points at various locations. The terms and conditions in this Enrollment Agreement apply to use of the TELUS Wi-Fi service by any Customer User, and take precedence over any other service terms that may apply to the use of the TELUS Wi-Fi service, in the event of any conflict.

## **1.6 Customer Responsibility for Data**

The Customer is solely responsible for all information, data, software or other material or content transmitted, stored or received by the Customer using the Services ("**Customer's Content**"). TELUS exercises no control whatsoever over the content, accuracy or quality of any Customer's Content. TELUS is not responsible for detecting errors or anomalies or for recreating or re-transmitting data.

## **2. Tracking Service**

The Service Terms and Conditions in this subsection apply to the Tracking Service provided to the Customer.

### **2.1 General Service Description**

Tracking Service provide the Customer with specialized hardware, software, services and support (the "**Tracking Solution**") used in conjunction with Wireless Data Service to enable the Customer to track, locate, dispatch or alert the Customer's workers, vehicles, or other assets. Specific features of the Tracking Solution provided to the Customer are set out in Section D, Corporate Rate Plans. The Tracking Solution is developed, manufactured and supported by TELUS' suppliers, and use of the Tracking Solution by the Customer is deemed to be acceptance of the supplier's terms and conditions of use or software license or both.

### **2.2 Charges**

The Rate Plan selected by the Customer for the Tracking Service includes charges for the Tracking Solution and for the Wireless Data Service used in conjunction with the Tracking Solution. Additional one-time charges for installation of the Tracking Solution may apply.

### **2.3 Exclusion**

TELUS makes no warranties, representations or conditions of any nature relating to the Tracking Service.

## **D. Corporate Offering and Rate Plans**

### **1. Device Term and Hardware Promotions**

#### **1.1. Device Term**

##### **1.1.1 New Customer Devices**

The Device Term for a New Customer Device, other than a No Term Device described in subsection 1.1.3 of this Section D, is equal to 36 months, starts on the date of activation, and extends beyond the Agreement Term.

##### **1.1.2 Existing Customer Devices**

The Device Term for an Existing Customer Device, whether the Customer Device was a new device or a replacement or upgraded device, is the remainder of the initial Device Term assigned to the Customer Device on the date of activation.

### 1.1.3 No Term Devices

The following Customer Devices do not have a Device Term and are referred to herein as “No Term Devices”:

- a. Any Customer Device purchased at the full no-term price from TELUS or a TELUS dealer without a credit (including an Airtime Credit), subsidy, or discount from TELUS, except when subscribed to a Rate Plan that specifies a Device Term;
- b. Any Customer Device that was not purchased from TELUS or a TELUS dealer and was activated or renewed on the TELUS network without an Airtime Credit or other credit or payment; and
- c. Any Customer Device where the applicable Device Term has expired or the Customer has paid all applicable charges in accordance with Section C.

The Device Balance for No Term Devices is \$0.

### 1.2 Upgrades

An “Upgrade” is the replacement of a Customer Device with a new device from TELUS.

The Customer may Upgrade a Customer Device at any time, subject to the following terms:

- a. the Customer will pay to TELUS the outstanding Device Balance for the Customer Device being replaced,
- b. a new Device Balance will be calculated for the replacement device, and
- c. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated and may extend beyond the Agreement Term.

### 1.3 Technology Refresh Program

TELUS will not require payment of the Device Balance for each Customer Device Upgraded on or after the 24<sup>th</sup> month of the Device Term that applies to the Customer Device, on the following terms:

- a. the price of the replacement device will be TELUS' then-current price for that device on a 36 month Device Term or any promotional price specified in the applicable rate plan,
- b. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices, and global positioning system devices cannot be replaced under this subsection,
- c. a new Device Balance will be calculated for the replacement device, and
- d. a new Device Term of 36 months will apply to the replacement device starting on the date the replacement device is activated, and may extend beyond the Agreement Term.

### 1.4 Hardware Float

The Customer qualifies for hardware float (“**Hardware Float**”), as described in the grid below, based on the number of Customer Devices active on the TELUS networks at the date specified in the grid below. TELUS will not require payment of the Device Balance for each Customer Device Upgraded with Hardware Float. During the specified periods, the Customer may Upgrade the number of Customer Devices specified as the Hardware Float with new devices from TELUS at the Hardware Float Price. Hardware Float may only be used to upgrade the device for a single Customer User twice during the Agreement Term. No Term Devices, tablets, Mike devices, Customer Devices on Vacation Disconnect, Smart Hub devices and global positioning system devices may not be replaced with Hardware Float. The Hardware Float and the Hardware Float Price are in the table below. Hardware Float is not cumulative and any Hardware Float not used during the specified period will be forfeited by the Customer.

A new Device Balance will be calculated for each replacement device. The Device Term for each Customer Device replaced at the Hardware Float Price will be 36 months starting on the date of replacement.

Hardware Float available from the 1 <sup>st</sup> month to 12 <sup>th</sup> month of Agreement Term	3
Hardware Float available from the 13 <sup>th</sup> month to 24 <sup>th</sup> month of Agreement Term	3
Hardware Float available from the 25 <sup>th</sup> month to 36 <sup>th</sup> month of Agreement Term	3
Hardware Float Price	TELUS' device price for activations on a 36 month Device Term as at the date the replacement Customer Device is activated or any promotional price specified in the applicable rate plan.

## 2. Minimum Spend Commitment

The Minimum Spend Commitment is determined based on the type of Rate Plan to which a Customer Device is subscribed at the time of the requested Rate Plan change.

Rate Plan	Minimum Spend Commitment
Voice Rate Plan (Subsidized) in subsection 5.3.1 of Section D	\$20
Voice Rate Plan (Non-subsidized) in subsection 5.3.2 of Section D	\$5
Voice & Data Rate Plan (Subsidized) in subsection 5.3.3 of Section D	\$45
Voice & Data Rate Plan (Non-subsidized) in subsection 5.3.4 of Section D	\$25
Mobile High Speed or Tablet Rate Plan (Non-subsidized) in subsection 5.3.5 of Section D	\$10
Mobile High Speed Rate Plan (Subsidized) in subsection 5.3.6 of Section D	\$30
Smart Hub Rate Plan in subsection 5.3.7 of Section D	\$65

## 3. Credits

### 3.1 Airtime Credits

An "Airtime Credit" is a bill credit that TELUS will apply on the activation of Customer Devices with certain Rate Plans and with a 36 month Device Term, unless otherwise specified in the Rate Plan description in Section D. If an Airtime Credit is available with a Rate Plan, it will be included in the Rate Plan description in Section D and will be applied in equal installments over five consecutive monthly bills issued after the date of activation.

The Airtime Credit may be an Activation Credit, a Port-In Credit or a Renewal Credit. If included in a Rate Plan:

- a. an Activation Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D,
- b. a Port-In Credit will apply for each Customer Device, other than a replacement or upgraded device, activated on a TELUS network on or after the Effective Date and until the expiry date, if such a date is specified in the Rate Plan description in Section D, with a number ported from another carrier's wireless network, provided that the porting of the number required the termination of wireless services with the other carrier on terms requiring payment of termination charges to the carrier,
- c. a Renewal Credit will apply for each Customer Device activated as part of an Upgrade prior to the expiry date, if such a date is specified in the Rate Plan description in Section D.

Airtime Credits apply against fees and charges for the Services, cannot be redeemed in cash and cannot be combined: only one Airtime Credit will apply to a Customer Device or its replacement.

### 3.2 Return of Airtime Credits

If TELUS has applied an Airtime Credit on the activation of a new Customer Device on any bill issued to the Customer, and if that Customer Device is deactivated before the end of the Device Term for any reason, including a request by the Customer to port a number to another carrier or termination of the Enrollment Agreement before the end of the Agreement Term because of the Customer's breach of this Enrollment Agreement, then TELUS will bill the Customer and the Customer shall pay a pro-rated amount of the Airtime Credit calculated as:

$$(\text{amount of Airtime Credit}) \times (\text{number of months remaining in Device Term} / \text{total number of months in Device Term})$$

The obligation to pay this amount applies in addition to any deactivation, cancellation or other charges that may apply on termination of the Enrollment Agreement or deactivation of Customer Devices.



Notwithstanding anything to the contrary, if TELUS has applied an Airtime Credit to a Customer Device subscribed to a non-subsidized Rate Plan in subsection 5.3.2 or 5.3.4 of Section D, and if that Customer Device is deactivated within 6 months of receiving the Airtime Credit for any reason, then TELUS will bill the Customer and the Customer shall pay the full amount of the Airtime Credit.

#### 4. Special Terms and Conditions

##### 4.1 Deactivation Allowance

The Customer may deactivate, during the specified period of the Agreement Term set out below, the number of Allowed Units specified in the table below instead of the deactivation charges in Section C. Deactivation Allowance is not cumulative and any Deactivation Allowance not used during the specified period will be forfeited by the Customer.

	Allowed Units
Deactivation Allowance available from 1 <sup>st</sup> month to 12 <sup>th</sup> month of Agreement Term	3
Deactivation Allowance available from 13 <sup>th</sup> month to 24 <sup>th</sup> month of Agreement Term	3
Deactivation Allowance available from 25 <sup>th</sup> month to 36 <sup>th</sup> month of Agreement Term	3

##### 4.2 Promotional Hardware Pricing

A Rate Plan in Section D may include a discount or promotional price on the purchase price of a Customer Device. This discount or promotional price may apply when the Customer Device activates or renews a new Customer Device with the Rate Plan during the Agreement Term on a 36 month Device Term. The amount of any discount may not exceed the cost of the device and all pricing is subject to availability.

##### 4.3 Rate Plan Eligibility

Customer Devices with a Device Balance of more than \$0 may not subscribe to a non-subsidized Rate Plan in subsections 5.3.2, 5.3.4 or 5.3.5 of Section D.

##### 4.4 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice Only

The monthly charge for Vacation Disconnect Service is \$15 per Customer Device for Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice Rate Plan in subsection 5.3.1 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

##### 4.5 Vacation Disconnect Without Extension of the Device Term – Subsidized Voice & Data Only

The monthly charge for Vacation Disconnect Service is \$25 per Customer Device for Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3. This temporary rate plan accommodates Customer Devices subscribed to a subsidized Voice and Data Rate Plan in subsection 5.3.3 not used for a period of time and allows Customer to temporarily suspend their service on such Customer Devices for a maximum of six months on an individual device. While on Vacation Disconnect, Service is suspended and the Device Term is not extended for the length of the disconnection. Customer Devices on Vacation Disconnect do not count towards the Minimum Commitment. Vacation Disconnect Service is only available to Customer Devices who have been active on the network for a minimum of 6 months. Taxes, regulatory and other governmental charges will be added to the monthly charge.

##### 4.6 SIM Cards

A SIM card purchase fee will not apply to Customer Devices being activated on the TELUS network for a 36 month Device Term.



## 5. Corporate Rate Plans and Pricing

The Rate Plans available to the Customer and Customer Users are described below.

### 5.1 Definitions

In this subsection:

- a. **"Additional Data"** means additional data within Canada, unless otherwise specified in a Rate Plan,
- b. **"MHS"** means mobile high speed,
- c. **"MMS"** means multi-media messaging service and includes video and picture messages but not SMS,
- d. **"National"** or **"Nationwide"** means within Canada,
- e. **"SMS"** means short messaging service and includes text messaging but not MMS,
- f. **"U.S."** or **"U.S.A."** includes the 50 states, Puerto Rico and U.S. Virgin Islands.
- g. **"Call forwarding"** means local call forwarding

### 5.2. Rate Plan Terms

#### 5.2.1 Monthly Charges

All charges in the Rate Plan or Add-On recur monthly unless otherwise specified.

#### 5.2.2 Shareable Minutes and Data

Shareable minutes and data only occurs across Customer Devices activated on the same type of sharing plan on the same billing account number assigned to the Customer by TELUS ("**BAN**"). In order to access shared data a Rate Plan must have a data sharing feature. Unlimited minutes are not shareable. Minutes and data are consumed on a "first come, first served" basis.

#### 5.2.3 Government Charges

As of the Effective Date, current government charges (described in Section C, subsection 1.1) include the following Monthly Regulated Provincial 911 access charge per device: P.E.I (70¢), Nova Scotia (43¢), New Brunswick (53¢), Saskatchewan (62¢), Quebec (46¢), Alberta (44¢), and Newfoundland (75¢).

#### 5.2.4 Directory Assistance Charge

As of the Effective Date, TELUS applies a charge for Directory Assistance in addition to the Rate Plan as follows: Calls to 411 or 555-1212 will be billed \$2.50 per call, plus airtime charges under the applicable Rate Plan.

### 5.3. Rate Plans

#### 5.3.1 Voice Rate Plan (Subsidized)

Name	CWE Corporate Advantage Voice 20 w/US
Monthly Plan Rate	\$20
Included Minutes	Unlimited Local and 50 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$50
Port-In Credit	\$50
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$0 Samsung J3, or TELUS' then current 3 year term price on other Voice devices

#### 5.3.2 Voice Rate Plans (Non-subsidized)

Name	Unlimited Local Calling 5 (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$5
Included Minutes	Unlimited Local
Canada to Canada LD	\$0.02/minute
Canada to US LD	\$0.15/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National
Terms and Conditions	*3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.10 /minute Customer Devices with this rate plan are not eligible for a device subsidy, technology refresh, or airtime credits In market pay per use rates apply to U.S. roaming
Hardware Pricing	No subsidy provided on activation or renewal of hardware

Name	CWE Corporate Advantage Voice 12.50 SIM only w/US (non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$12.50
Included Minutes	Unlimited Local and 50 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$50 with No Term
Port-In Credit	\$50 with No Term
Terms and Conditions	3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

### 5.3.3 Voice and Data Rate Plans (Subsidized)

Name	CWE Corp Adv VD 45R US
Monthly Plan Rate	\$45
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	3 GB shareable Canada data and 125 MB shareable U.S. data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Port-In Credit	\$100
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only . Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

Name	CWE Corp Adv VD 52.50R US
Monthly Plan Rate	\$52.50
Included Minutes	Unlimited Local and 100 sharable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5 GB shareable Canada data and 125 MB shareable U.S. data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Port-In Credit	\$100
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

Name	CWE Corporate Traveller 85
Monthly Plan Rate	\$85
Included Minutes	Unlimited North America*
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB non-shareable North America data
Additional Data (Canada and U.S.)	\$0.50/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Terms and Conditions	*Includes calls made from Canada to Canada or the U.S., and from the U.S. to Canada or the U.S. 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply Not compatible with U.S. preferred roaming rates or passports U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Discounts	\$150 off TELUS' then current 3 year term price

### 5.3.4 Voice and Data Rate Plans (Non-Subsidized)

Name	CWE Corp Adv VD SIM only 25R US (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$25
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	3GB shareable Canada Data and 125MB shareable U.S. Data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$100 with No Term
Port-In Credit	\$100 with No Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

Name	CWE Corp Adv VD SIM only 32.50R US (Non-subsidized)
Device Term	No Term
Monthly Plan Rate	\$32.50
Included Minutes	Unlimited Local and 100 shareable National minutes
Canada to Canada LD	\$0.10/minute
Canada to US LD	\$0.10/minute
Included U.S. Roaming Minutes	60 shareable U.S. roaming minutes
U.S. Roaming Minutes	\$0.20/minute
Included Features	Caller ID Call Forwarding Call Waiting Conference Calling Voicemail 25
Included Data	5GB shareable Canada Data and 125MB shareable U.S. Shareable Data
Additional Canada Data	\$0.05/MB
Additional U.S. Data Roaming	\$0.20/MB
Included SMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Included MMS	Unlimited National, Canada to U.S., Canada to International, and U.S. Roaming
Renewal Credit	\$100 with No Term
Port-In Credit	\$100 with No Term
Terms and Conditions	May be combined with TELUS Corporate Advantage add-ons only. Not compatible with U.S. preferred rate passports or preferred long distance rates 3000 Call Forwarding minutes included. Additional Call Forwarding minutes: \$0.15/minute Data can be used on-device or tethered. Data overage and roaming fees will apply U.S. roaming minutes must originate in the U.S. and terminate in Canada or the U.S. U.S. roaming SMS and MMS must originate in the U.S. and terminate in Canada or the U.S.
Hardware Pricing	No subsidy provided on activation or renewal of hardware

### 5.3.5 Mobile High Speed and Tablet Rate Plans (Non-subsidized)

Name	Corp Adv MHS \$10/ 0MB
Monthly Plan Rate	\$10
Included Data	Access to shared data only
Additional Data	\$0.05/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate No data included. Users can access shared data within the same BAN. Data can be used on-device or tethered. May be combined with Corporate Advantage Data Add-ons No subsidy hardware offer In market pay per use rates apply to U.S. roaming

CWE Cost Assure 10 - data only rate plan			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Users do not have access to shared data. Must be activated as a rate plan for individual users No subsidy hardware offer Users subscribed to the CWE Cost Assure 10 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on. In market pay per use rates apply to U.S. roaming		

### 5.3.6 Mobile High Speed Rate Plan (Subsidized)

Name	Corp Adv Data plan \$30 3GB shared
Monthly Plan Rate	\$30
Included Data	3GB shareable Canada Data
Additional Data	\$0.05/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data add-ons In market pay per use rates apply to U.S. roaming

Name	Corporate Advantage MHS 40
Monthly Plan Rate	\$40
Included Data	5GB shareable Canada Data
Additional Data	\$0.05/MB
Terms and Conditions	Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate Data can be used on-device or tethered. May be combined with Corporate Advantage Data Add-ons In market pay per use rates apply to U.S. roaming

Cost Assure North America for Mobile High Speed 45 - data only rate plan			
Tier	Included Canada & U.S. data	Total charges	Additional Canada & U.S. data
Base	Up to 500 MB	\$45	Auto move to tier 1
1	Up to 1 GB	\$60	Auto move to tier 2
2	Up to 2 GB	\$85	Auto move to tier 3
3	Up to 3 GB	\$130	Auto move to tier 4
4	Up to 5 GB	\$180	\$0.25/MB
Terms and Conditions	<p>Users do not have access to pooled or shareable minutes. All voice usage will be charged at the applicable in-market pay-per-use rate</p> <p>Users do not have access to shared data.</p> <p>Must be activated as a rate plan for individual users</p> <p>No subsidy hardware offer</p> <p>Users subscribed to the Cost Assure North America for Mobile High Speed 45 rate plan must be placed on a separate BAN from all other Customer Devices subscribed to any other rate plan, and cannot be combined with any other rate plan or Add-on.</p>		

### 5.3.7 Smart Hub Rate Plan

COST ASSURE XL			
Tier	Included Canada data	Total charges	Additional data
<b>Base</b>	<b>Up to 5GB</b>	<b>\$65</b>	<b>Auto move to tier 1</b>
1	Up to 20GB	\$150	Auto move to tier 2
2	Up to 75GB	\$600	Auto move to tier 3
3	Up to 150GB	\$1250	Auto move to tier 4
4	Up to 300GB	\$2700	Auto move to tier 5
5	Up to 500GB	\$4500	Additional data \$20/ GB
Voice Minutes	\$0.50/minute*		
Canada to Canada LD	\$0.50/minute		
Canada to U.S. LD	\$0.50/minute		
Included Features	Caller ID		
Terms and Conditions	<p>Users do not have access to shared data</p> <p>Must be activated as a rate plan for individual users (non-shareable)</p> <p>This Rate Plan does not share minutes or data with any other Rate Plan or Add-On. Users do not have access to pooled or shareable minutes.</p> <p>*Calls to/from North West Territories and Yukon Territory are billed at \$0.90/minute</p> <p><b>Cost Assure XL rate plan must be placed on a separate BAN from all other rate plans, and cannot be combined with any other rate plan or add on</b></p> <p>No subsidy hardware offer</p> <p>In market pay per use rates apply to U.S. roaming</p>		

### 5.3.8 Fleet Tracker Rate Plan

TELUS Fleet Tracker Plus 3 Yr plan with MGS100H, MGS200, or MGS700 modem (Canada only)			
Tier	Included Canada data	Total charges	Additional Canada data
<b>Base</b>	<b>Up to 5 MB</b>	<b>\$35</b>	<b>Auto move to tier 1</b>
1	Up to 20 MB	\$45	Auto move to tier 2
2	Up to 1 GB	\$60	Auto move to tier 3
3	Up to 2 GB	\$75	Auto move to tier 4
4	Up to 3 GB	\$90	Auto move to tier 5
5	Up to 5 GB	\$105	5¢/ MB thereafter
Terms and Conditions		<p>Available on a 36 month Device Term only            Must be activated as a rate plan for individual users            Professional installation included            Hardware included: MGS100H, MGS200, or MGS700 fleet modem, subject to availability            In market pay per use rates will apply to voice services  <b>The data overage is charged by individual subscriber usage, not for the entire pool</b>            Corporate Discount applies to the base tier            Data sharing is only available within the same included data tier  <b>Customer users subscribing to TELUS Fleet Tracker Pro 3 yr Rate Plan must be placed on a separate BAN from all other rate plans and cannot be combined with any other rate plan or Add-on</b></p>	

### 5.3.9 Voice Features

Name	Voice Mail - Voicemail to Text - \$1
Monthly Plan Rate	\$1
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Voice Mail - iPhone Visual Voicemail - \$1
Monthly Plan Rate	\$1
Terms and Conditions	May be added to a Corporate Advantage Voice and Data rate plan for individual users only

Name	Link Unlimited Add-On - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National Push to Talk
Terms and Conditions	May be added to a Corporate Advantage Voice and/or Voice and Data rate plan for individual users only

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US 1000 min
Monthly Plan Rate	\$10
Included Minutes	1000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans



Name	Corporate Advantage - Shared LD CAN-CAN/US - 3000 min
Monthly Plan Rate	\$25
Included Minutes	3000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 6000 min
Monthly Plan Rate	\$45
Included Minutes	6000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 10 000 min
Monthly Plan Rate	\$60
Included Minutes	10000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

Name	Corporate Advantage - Shared LD CAN-CAN, CAN-US - 15 000 min
Monthly Plan Rate	\$75
Included Minutes	15000 Shareable Canada to Canada, Canada to U.S. LD Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage Voice or Voice +Data rate plans

### 5.3.9 Data Features

Name	CWE US Roaming - Data Shared Bundle - 100MB - \$15
Monthly Plan Rate	\$15
Included Data	100MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 500MB - \$50
Monthly Plan Rate	\$50
Included Data	500MB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 1GB - \$75
Monthly Plan Rate	\$75
Included Data	1GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 2GB - \$125
Monthly Plan Rate	\$125
Included Data	2GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 5GB - \$300
Monthly Plan Rate	\$300
Included Data	5GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	CWE US Roaming - Data Shared Bundle - 10GB - \$500
Monthly Plan Rate	\$500
Included Data	10GB shared U.S. Data
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice + Data rate plans, MHS or Tablets. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred data roaming rates in the U.S. U.S. data sharing is applicable only to U.S. data and can only be shared with U.S. data.

Name	Corp Adv Cdn Sh Data \$100 6GB
Monthly Plan Rate	\$100
Included Data	6GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Domestic Data - Shared - 20GB - \$200
Monthly Plan Rate	\$200
Included Data	20GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

Name	Corp Adv Cdn Sh Data \$400 50GB
Monthly Plan Rate	\$400
Included Data	50GB shareable Canada Data
Terms and Conditions	Available as an add-on to Corporate Advantage Voice +Data, Tablet or Mobile High Speed rate plans only

#### 5.3.10 Data Add-On for Voice Rate Plans

CWE Cost Assure 10 – add-on			
Tier	Included Canada data	Total charges	Additional Canada data
Base	Up to 500 MB	\$10	Auto move to tier 1
1	Up to 6 GB	\$30	Auto move to tier 2
2	Up to 9 GB	\$50	\$0.02/MB
Terms and Conditions	Users do not have access to shared data. Available as an add-on to a CWE Voice only Rate Plan in subsections 5.3.1 or 5.3.2 of Section D only for individual users		

#### 5.3.11 Text Feature

Name	\$5 Unlimited MMS Domestic
Monthly Plan Rate	\$5
Included SMS	Unlimited National
Terms and Conditions	Available as an add-on to a voice and/or data rate plan Not available on CDMA network

#### 5.3.12 Long Distance and Roaming Add Ons

Name	Long Distance - UL Can-Can LD - \$2.50
Monthly Plan Rate	\$2.50
Included Minutes	Unlimited National
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	Long Distance - North America UL LD Min - \$5
Monthly Plan Rate	\$5
Included Minutes	Unlimited National and Canada to U.S.
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users

Name	UL US Voice Roaming - \$15
Monthly Plan Rate	\$15
Included Minutes	Unlimited U.S. Voice roaming
Terms and Conditions	Available as an add on feature to be added to a Voice, or Voice and Data rate plan for individual users Applies to calls originating in the U.S. and terminating in Canada or the U.S. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S.

Name	CWE US Roaming - Voice Shared Bundle - 150 min - \$30
Monthly Plan Rate	\$30
Included Minutes	150 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 650 min - \$50
Monthly Plan Rate	\$50
Included Minutes	650 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 1200 min - \$75
Monthly Plan Rate	\$75
Included Minutes	1200 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 2200 min - \$135
Monthly Plan Rate	\$135
Included Minutes	2200 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 5000 min - \$300
Monthly Plan Rate	\$300
Included Minutes	5000 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

Name	CWE US Roaming - Voice Shared Bundle - 10,000 min - \$500
Monthly Plan Rate	\$500
Included Minutes	10,000 Shareable U.S. Minutes
Terms and Conditions	Available as an add-on to Corporate Advantage U.S. Voice or Voice + Data rate plans only. Cannot be combined with any TELUS add-on, feature, passport or PPU option offering preferred voice roaming rates in the U.S. Applies to calls originating in the U.S. and terminating in the U.S. or Canada.

GLOBAL INTERNATIONAL ROAMING SMS FLEX			
Tier	Included SMS	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>Auto move to tier 1</b>
1	250	\$7.50	\$7.50/250 SMS then \$0.50/SMS after 250,000 SMS
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users. Outbound roaming SMS only. Unlimited incoming SMS are included.</p> <p>\$7.50 charge will apply as soon as the Customer User sends an outgoing SMS while roaming internationally. An additional \$7.50 charge will apply for each additional 250 SMS messages sent or part thereof up to 250,000 SMS. Additional pay per use charges will apply as described.</p> <p>Charges are not pro-rated</p>		

CWE Major Economies International Voice Flex			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$0.40/min</b>
CWE Major Economies International Data Flex			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	250MB	\$30*	<b>Auto move to tier 2</b>
2	500MB	\$50	<b>Auto move to tier 3</b>
3	1GB	\$75	\$0.25 / MB
Countries Included**:	<p>Aland Island, Albania, Andorra, Anguilla, Antigua &amp; Barbuda, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belarus, Belgium, Bermuda, Bosnia Herzegovina, British Virgin Islands, Bulgaria, Cayman Islands, China, Croatia, Cyprus, Czech Republic, Denmark, Dominica (Commonwealth Of), Dominican Republic, Estonia, Faroe Islands, Finland, France, France, French Guyana, French West Indies, Georgia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Isle Of Man, Italy, Jamaica, Japan, Jersey, Korea, Republic Of, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malta, Mexico, Moldova, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Zealand, Norway, Poland, Portugal, Romania, Russia, Saba, San Marino, Serbia, Slovakia, Slovenia, Spain, Sri Lanka, St Kitts &amp; Nevis, St Lucia, St Vincent And The Grenadines, St. Barthelemy, St. Eustatius, St. Maarten, St. Martin, Sweden, Switzerland, Taiwan, Trinidad And Tobago, Turkey, Turks &amp; Caicos Islands, Ukraine, United Kingdom</p>		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$30 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 250 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex - Rest of World A			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$0.65/min</b>
CWE International Data Flex - Rest of World A			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	100MB	\$30*	<b>Auto move to tier 2</b>
2	400MB	\$75	\$0.50 / MB
Countries Included**:	Afghanistan, Argentina, Bahrain, Bangladesh, Belize, Bhutan, Bolivia, Brazil, Cambodia, Chile, Colombia, Cook Islands, Costa Rica, Ecuador, Egypt, El Salvador, Falkland Islands, Fiji, French Polynesia, Guatemala, Honduras, Indonesia, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Laos, Malaysia, Nepal, Nicaragua, Pakistan, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Qatar, Saudi Arabia, Singapore, South Africa, Tajikistan, Thailand, Tonga, Turkmenistan, United Arab Emirates, Uruguay, Uzbekistan, Vanuatu, Venezuela, Vietnam, Yemen		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$30 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 100 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex - Rest of World B			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	<b>\$2/min</b>
CWE International Data Flex - Rest of World B			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	20MB	\$50*	<b>Auto move to tier 2</b>
2	60MB	\$100	\$2.50 / MB
Countries Included**:	Algeria, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Congo, Democratic Republic Of, Cote D Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Kenya, Lesotho, Liberia, Libya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Micronesia (Federated States Of), Mongolia, Morocco, Mozambique, Namibia, Niger, Nigeria, Oman, Sultanate Of, Palau, Reunion (La), Rwanda, Republic Of, Samoa, Sao Tome And Principe, Senegal, Seychelles, Sierra Leone, Solomon Islands, St Pierre Et Miquelon, Sudan, Suriname, Swaziland, Tanzania, Timor L'Este, Tunisia, Uganda, Zambia		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$50 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 20 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

CWE International Voice Flex – Zone 4			
Tier	Included Minutes	Applicable charges	Additional usage
<b>Base</b>	<b>0</b>	<b>\$0</b>	\$3.50/min
CWE International Data Flex – Zone 4			
Tier	Data Included	Applicable Charge	Additional Usage
Base	0	\$0	<b>Auto move to tier 1</b>
1*	30MB	\$75*	\$2.50 / MB
Countries Included**:	Angola, Brunei Darussalam, Cuba, Djibouti (Republic Of), Ethiopia, Lebanon, Maldives, New Caledonia, Togo, Zimbabwe		
Terms and Conditions	<p>Available as an add-on feature only, to be added to a voice or data plan, for individual users.</p> <p>*\$75 charge will apply after the first data consumption within the above mentioned countries. Subscribed device will then have access to up to 30 MB (not shared) data during the remainder of the billing cycle. Additional charges will apply as the subscribed device reaches higher data tiers</p> <p>**Applies to use while in these countries only.</p> <p>Charges are not pro-rated</p> <p>Cannot be combined with any TELUS rate plan, add-on, feature, passport or PPU option offering preferred voice or data roaming rates in these regions or countries</p>		

## E. Solution Details

Customer Information		TELUS Representative	
<b>Legal Name ("Customer"):</b>	THE CORPORATION OF THE TOWN OF TECUMSEH	<b>Name:</b>	David Russell
<b>Contact Name:</b>	Shaun Fuerth	<b>Title:</b>	Sales Splst II
<b>Title:</b>	Director Information & Communication Services	<b>Phone:</b>	(647) 684-7825
<b>Billing Address:</b>	917 Lesperance Road	<b>Fax:</b>	(905) 561-5679
City/Province/Postal Code	Tecumseh/ON/N2N 1W9	<b>Email:</b>	david.russell@telus.com
<b>Phone:</b>	(519) 735-2184		
<b>Fax:</b>	(519) 735-6712		
<b>Email:</b>	sfuerth@tecumseh.ca		
<b>Permitted Affiliates (Legal Name):</b>			
Services		Agreement Term and Minimum Commitment	
Wireless Voice Service Wireless Data Service Tracking Service		<b>Agreement Term (Number of Months):</b> 36	
		<b>Minimum Commitment (Number of Customer Devices):</b> 67	
		<b>Commitment Date:</b> 60 days from Effective Date	
Customer Authorization		TELUS Authorization	
Signature of Authorized Customer Representative		Signature of Authorized TELUS Representative	
Date:		Date:	
Printed Gary McNamara Name:		Printed John Collins Name:	
Title: Mayor		Title: Dir-Sales Solutions	
Signature of Authorized Customer Representative			
Date:			
Printed Shaun Fuerth Name:			
Title: Director Information & Communication Services			

This Enrollment Agreement is between TELUS and the Customer. The Customer acknowledges that it has read and understands this Enrollment Agreement, and that this Enrollment Agreement includes limitations of TELUS' liability. The Customer and TELUS agree to be bound by the terms and conditions in this Enrollment Agreement.



## 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	Next 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.
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 have met and a response is pending from Lakeshore.

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
16/17	July 11, 2017  Aug 8, 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.  A request is made for a report on a program for the September 12 RCM.	Clerks/PW/ Planning	Report to Council September 12
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	
19/17	August 8, 2017		Vehicle Parking	Administration is asked to investigate vehicles parked in municipal lots for extended periods of time, particularly Municipal Lot No. 6 which has a regularly parked vehicle for sale.	PW	
20/17	August 8, 2017		Banwell Road	A review by the County of the North and South Bound traffic time limits at the intersection of Banwell Road and County Road 22 to assist with the flow of traffic is requested, in addition to the continued exploration of bike lanes on Banwell Road in collaboration with the City of Windsor and the County of Essex.	PW/CAO	

**Meeting Date: September 12, 2017**

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-68

Being a by-law to confirm the proceedings of the  
**September 12, 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 **September 12, 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 **September 12, 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 12<sup>th</sup> day of September, 2017.

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Gary McNamara, Mayor

"SEAL"

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Laura Moy, Clerk