

Tuesday, October 24, 2017, 7:00 PM  
Tecumseh Town Hall  
www.tecumseh.ca

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

Tecumseh Council meets in regular public session on Tuesday, October 10, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 pm.

(RCM 16-1)

**ORDER**

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

(RCM 16-2)

**MOMENT OF SILENCE**

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

(RCM 16-3)

**NATIONAL ANTHEM**

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

(RCM 16-4)

**ROLL CALL**

Present:	Mayor	- Gary McNamara
	Councillor	- Bill Altenhof
	Councillor	- Andrew Dowie
	Councillor	- Brian Houston
	Councillor	- Tania Jobin
	Councillor	- Rita Ossington
Absent:	Deputy Mayor	- Joe Bachetti
Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk & Manager Legislative Services	- Jennifer Alexander
	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
	Director Information & Communication Services	- Shaun Fuerth
	Manager Strategic Initiatives	- Lesley Racicot
	Manager Planning Services	- Chad Jeffrey

**DISCLOSURE OF PECUNIARY INTEREST**

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

(RCM 16-5)

**MINUTES**

Motion: (RCM-344/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**That** the minutes of the September 26, 2017 Regular Meeting of Council and the minutes of the September 26, 2017 Special Meeting of Council, as were duplicated and delivered to the Members, are adopted.

Carried



(RCM 16-7)

**DELEGATIONS**

None.

(RCM 16-8)

**COMMUNICATIONS**

Communications – For Information

- A. Ontario Good Roads Association Re: OGRA Board of Directors – Call for Nominations

Motion: (RCM-345/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** Communications – *for Information* A as listed on the October 10, 2017 Regular Council Meeting Agenda are received.

Carried

Communications – Action Required

- B. Town of Killarney Re: Ambulance Act and Fire Protection and Prevention Act

Motion: (RCM-346/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

**That** the resolution of the Town of Killarney regarding changes to the Ambulance Act and Fire Protection and Prevention Act, be supported.

Carried

(RCM 16-9)

**COMMITTEE MINUTES**

Motion: (RCM-347/17) Moved by Councillor Brian Houston

Seconded by Councillor Rita Ossington

**That** the September 18, 2017 minutes of the Cultural & Arts Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM 348/17) Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** the September 21, 2017 minutes of the Senior Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-349/17) Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

**That** the September 18, 2017 minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-350/17) Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** the September 18, 2017 minutes of the Heritage Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-351/17) Moved by Councillor Bill Altenhof  
Seconded by Councillor Brian Houston  
**That** the June 14, 2017 minutes of the Town of Tecumseh Business Improvement Area Board, as was duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-352/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin  
**That** the September 18, 2017 minutes of the Joint Health and Safety Advisory Committee as was duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 16-10)

## REPORTS

Motion: (RCM-353/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Rita Ossington  
That the Director Parks & Recreation Services, Report No. 21/17, Re: Cultural & Resource Centre – Expansion to Fire Station 2 be moved forward on the Agenda.  
As recommended by the Director Parks & Recreation Services under Report No. 21/17.

Carried

Motion: (RCM-354/17) Moved by Councillor Tania Jobin  
Seconded by Councillor Rita Ossington  
**That** an overall budget of \$200,000 as per Parks and Recreation Report 21/17 for architectural services and construction costs of a Cultural & Resource Centre Expansion to Fire Hall No. 2 be approved, to be included in the Building 5 Year Capital Projects 2018-2022;  
**And that** funding for the project be funded \$150,000 from Infrastructure Reserve and \$50,000 from the One-Time Strategic Issues LC Reserve;  
**And further that** the Building Lifecycle annual allocation be increased by \$5,000 effective the 2019 budget;  
**And furthermore that** the services of Sfera Architectural Associates Inc. be retained to undertake the design and project management of the Cultural & Resource Centre project.  
As recommended by the Director Parks & Recreation Services under Report No. 21/17.

Carried

Dialogue is held on the values of the priceless artifacts and the background to this overdue project.

Manager Committee & Community Services, Report No. 32/17, Re: 2017-2018 Tecumseh Snow & Leaf Angels Program

Motion: (RCM-355/17) Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** the Town of Tecumseh continue the Snow & Leaf Angels Program (Program) for the 2017- 2018 Fall/Winter season;

**And that** Administration work with area service groups, schools, volunteer organizations and the Youth Advisory Committee (YAC) to recruit volunteers (Snow & Leaf Angels);

**And further that** Volunteer incentives be funded from Administration (the expense of promotional items);

**And furthermore that** a notice for the Program be posted on the Town's website, Tecumseh App and Social Media pages [Facebook and Twitter], advertised in the local media and displayed on the Town's LED signs.

As recommended by the Manager Committee & Community Services under Report No. 32/17.

Carried

Director Corporate Services & Clerk, Report No. 33/17, Re: 2018 Council Meeting Calendar

Motion: (RCM-356/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

**That** the following Regular Council Meeting dates in 2018, be cancelled:

a. Tuesday, January 9;

b. Tuesday, June 12;

c. Tuesday, August 28;

d. Tuesday, October 23; and

e. Tuesday, December 25.

**And that** meetings of the Personnel and Policies & Priorities Committees be held at the call of the Chairperson;

**And further that** the alterations to the above dates be included in the 2018 Council Meeting Calendar and EWSWA Collection Calendar;

**And furthermore that** notice of the altered meeting dates be posted to the Town's website, Tecumseh App, and linked to its Social Media Pages [Facebook and Twitter], as well as publicized in the local newspaper when practical.

As recommended by the Director Corporate Services & Clerk under Report No. 33/17.

Carried

Director Corporate Services & Clerk, Report No. 34/17, Re: Dog Control Services

Motion: (RCM-357/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Rita Ossington

**That** the Agreement, respecting dog control services, entered into between The Corporation of the Town of Tecumseh [Town] and Philip A. Byrne be renewed for an additional three (3) years;

**And that** The Mayor and the Clerk be authorized to execute an Agreement between the Town and Mr. Byrne, to extend the term of the Dog Control Services Agreement from January 1, 2018 through to and including December 31, 2020.

As recommended by the Director Corporate Services & Clerk under Report No. 34/17.

Carried

Director Parks & Recreation Services, Report No. 22/17, Re: Community Splash Pads (3) Proposed Development

Motion: (RCM-358/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** the Community Splash Pads (3) Proposed Development site locations, as recommended in Parks & Recreation Report # 22/17, be approved;

**And that** the Parks 2018 – 2022 Capital Projects Report include a \$200,000 allocation for the development of one splash pad at the St. Mary's Park location in 2018;

**And further that** the Parks Lifecycle annual allocation be increased by \$5,000 effective 2019;

**And furthermore that** the Parks 2018 – 2022 Capital Projects Report consider the required financial allocations to develop the two additional splash pads for Council's consideration and approval.

As recommended by the Director Parks & Recreation Services under Report No. 22/17.

Carried

The Members talk about theming for the splash pads.

Director Parks & Recreation Services, Report No. 23/17, Re: Tree Carving – Lakewood Park

Motion: (RCM-359/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

**That** Parks & Recreation Report No. 23/17, Tree Carving – Lakewood Park, be received;

**And that** Administration is directed to prepare a report proposing sketches and costing for the Lakewood Park tree carving project as outlined in this report for Council consideration and approval.

As recommended by the Director Parks & Recreation Services under Report No. 23/17.

Carried

A suggestion is made for the likeness of a golfer at the Lakewood Park.

Manager Planning Services, Report No. 30/17, Re: Zoning By-Law Amendment and Draft Plan of Subdivision 1061160 Ontario Inc. (Santarossa) Industrial Park Scheduling of a Public Meeting

Motion: (RCM-360/17) Moved by Councillor Andrew Dowie

Seconded by Councillor Rita Ossington

**That** The scheduling of a public meeting, to be held on Tuesday, November 14, 2017 at 6:00 p.m., in accordance with *The Planning Act* for the application submitted by Dillon Consulting Limited (on behalf of the Owner - 1061160 Ontario Inc.) seeking to amend the Sandwich South Zoning By-law 85-18 by rezoning a 29.0 hectare (71.6 acre) parcel of land situated at the north-east corner of the 8th Concession Road/County Road 42 intersection from "Holding– Business Park Zone (H)BP" to "Holding – Industrial Zone (H)M1" and "Parks and Open Space Zone (P)" to facilitate the development of the lands for an industrial subdivision, be authorized;

**And that** the foregoing zoning by-law amendment public meeting be scheduled in conjunction with the statutory public meeting to be held by Council on behalf of the County of Essex for the application (County Application: 37-T-17003) submitted by Dillon Consulting Limited (on behalf of the Owner, 1061160 Ontario Inc.) to the County of Essex for Draft Plan of Subdivision Approval, comprising nine industrial lots, a block containing an existing woodlot/natural area and associated buffer and a block containing a proposed stormwater management facility, in accordance with subsection 51(21) of the *Planning Act*.

As recommended by the Manager Planning Services under Report No. 30/17.

Carried

Learning from a prior experience relating to public notice, it is confirmed that larger signage will be provided.

(RCM 16-11)

**BY-LAWS**

Motion: (RCM-361/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Bill Altenhof

**That** Being a by-law to authorize the execution of an Amending Agreement between The Corporation of the Town of Tecumseh and Philip A. Byrne for dog control services for the years 2018 - 2020.  
Be given first and second reading.

Carried

Motion: (RCM-362/17) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

**That** Being a by-law to authorize the execution of an Amending Agreement between The Corporation of the Town of Tecumseh and Philip A. Byrne for dog control services for the years 2018 - 2020.  
Be given third and final reading.

Carried

(RCM 16-12)

**UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 16-13)

**NEW BUSINESS**

**Aggressive Door Canvassers**

Concerns are expressed for aggressive door sales person, in particular, hot water tank sales. The OPP have been contacted and made aware of the concerns, however, it is also suggested the public be made aware they do not need to answer the door to these sales person or allow them to enter their homes.

**Rat Complaints**

The Director Planning Services explains actions taken relating to property standards. The Director Corporate Services & Clerk explains the public education offered to callers regarding rodent concerns.

**Customer Satisfaction Survey**

Calls to resident in relation to the Customer Satisfaction Survey will be going out in November with a report on the survey findings to be provided to Council in early 2018.

**Herb Gray Trail**

The Grand Opening of the new ERCA Trail Connection on Saturday, October 21 at 10:30 am in conjunction with the Fall Har

**Riverside Drive Multi-use Trail**

A Briefing Note has been distributed to the Member regarding the misinformation given to Council by residents.

A report on statutory notifications for public consultations, and when notification is not required, is requested for developments and infrastructure improvements.

(RCM 16-14)

**MOTIONS**

Motion: (RCM-363/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**That** By-law 2017-70 being a by-law to confirm the proceedings of the October 10, 2017, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

Carried

(RCM 16-15)

**NOTICES OF MOTION**

(RCM 16-16)

**NEXT MEETING**

A Special Meeting of Council will be held at 9:00 am on Saturday, October 28, 2017 to showcase current capital projects and new development, and to highlight proposed future capital projects, around the Town and within the four wards.

The next Regular Council meeting will be held at 7:00 pm on Tuesday, October 24, 2017.

(RCM 16-17)

**ADJOURNMENT**

Motion: (RCM-364/17) Moved by Councillor Andrew Dowie  
Seconded by Councillor Bill Altenhof

**That** there being no further business the October 10, 2017 regular meeting of Council now adjourn at 8:26 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk

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

Tecumseh Council meets in Public Session on Tuesday, October 10, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:00 pm.

(PCM 12-1)

### **ORDER**

The Mayor calls the meeting to order at 6:09 pm.

(PCM 12-2)

### **ROLL CALL**

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

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk & Manager Legislative Services	- Jennifer Alexander
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Public Works & Environmental Services	- Dan Piescic
	Director Planning & Building Services	- Brian Hillman
	Manager Planning Services	- Chad Jeffery

(PCM 12-3)

### **PECUNIARY INTEREST**

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

(PCM 12-4)

### **DELEGATIONS**

The Mayor provides welcoming comments to the meeting which is being held to hear from the public on an application to amend the Zoning and Official Plan to allow for an expansion of the Lakeview Montessori School.

This is the 3<sup>rd</sup> public meeting on this application. There were a number of issues raised at the first meeting, and thought resolved when bringing the matters back at the second meeting. There remain three outstanding matters: (1) parking and traffic conflicts, (2) architectural design and (3) gymnasium height and setback. The Manager Planning Services explains how the applicant proposes to address these concerns as outlined in Planning Services Report No. 29/17.

### **Lakeview Montessori School**

Maureen Harris, Head of Lakeview Montessori School (School) advises the school has been a neighbour of St. Mark's Church for over 40 years and explains the needs of the students and the desire to provide a "top notch" educational facility and instructions.

Noah Tepperman advises he has two children that attend Lakeview. When he first took his daughter to the school he was greeted by a student, which is not a normal experience. Lakeview is school that has developed confidence in his daughter, helped her learn from their coaching, and given her a sense of commitment to the community. He speaks of the benefits that a larger

gymnasium will provide, his experience in the public school system in portables, and the calibre of education that Lakeview offers its students. There is wealth of possibilities that Lakeview can offer.

Maia Pearen is a grade 6 student. She is in her third year at Lakeview, a school council member, community supporter, celebrates kindness, and peace. She misses having a gymnasium and space for activities. They currently use St. Mark's Church or travel to Atlas Tube Centre for activities. She speaks to the benefits of being active, and having a better space for drama, arts and physical activities.

Jack Dell is in the 8<sup>th</sup> grade and has attended Lakeview for two years. He talks about the proposed multi-purpose gym and the benefits of physical activities, fundraising and other activities, in addition to other community benefits. During winter gym is inside a small church facility or Tuesdays at the Atlas Tube Centre. Rather than funding bussing, these costs could be re-allocated to other education benefits. He explains this will mean less noise for the neighbours and bus transit.

Nicole Dell is a parent. She and her family moved to Tecumseh 2.5 years ago mainly due to the great schools in the area. Lakeview Montessori was a "love at first sight." Its only downfall is the lack of a gymnasium. Living a healthy and active lifestyle is key to the overall being of children. Extraordinary lessons of being part of a team environment are also mentioned. Team events need to be modified due to the limited facilities they currently have available to the students/schools. Council's decision will have a lasting impact on the students.

Angela Diano is proud to be part of the Lakeview Montessori and the impact it has had on their family and lives. Many of the students and families are residents of the Town and chose to live in the area due to the philosophy of the School and community involvement. Families sustain local business. While others may not reside in the Town, they do patronize local businesses and events. A multi-use space will serve a number of purposes, eliminate the need for students to be bused to other facilities and reduce the noise from buses. Improvements will enhance the School needs on site. Students are budding community leaders and Tecumseh was a famous indigenous leader, known as a visionary and one who unified communities.

Brian Payne is a Board Member of Lakeview Montessori. He states there has been demonstration tonight of Lakeview Montessori School's parents and student body in support of the application presented. Lakeview has been working with the Town's Planning Department and expresses his appreciation for their guidance through the process. He believes all of the issues that have been raised have been addressed to the best of their ability. Students are in attendance demonstrating their support of what they want to see in their school.

The Mayor thanks the representatives of Lakeview Montessori School for their comments and asks that they leave written copies of their presentation with the Clerk.

Members of the audience wishing to address Council are invited to come forward.

**Mr. Eduard Pop** resides on Arlington Blvd. His property abuts the School's property. He states there should be at least a 25 foot setback and 30 foot setback from street. The lot coverage of 50% should not be allowed. He feels the values of surrounding homes will be affected negatively. The other activities suggested by the school are not compatible with residential uses. The proposed building elevation, while reduced, will still cast a shadow over his property which abuts the school. The 100 foot wall will not enhance his property. He feels that he should have the same rights of other residents with respect to a minimum 25 foot setback.



**Cathie Heath** resides on St. Mark and understands there has been a traffic study undertaken, however she has not heard how the traffic concerns regarding volume and safety have been addressed. There are a number of u-turns that occur in front of her home and onto her property. There are no sidewalks in the area and therefore she feels the traffic impacts the safety of pedestrians. There is more parking being utilized for morning drop offs. Parked vehicles are intruding onto the roadway. She suggests there should be a kiss and ride program. She hopes that traffic is addressed for the safety of the children and to reduce the impact on area residents.

**Todd Dupuis** brings his child from Harrow each day to the School and explains that he took his son out of the public school system to Lakeview Montessori to enhance his learning. He speaks in support of a gymnasium to improve the students' physical activities and music program. While he understands the 'not in my backyard' attitude, he does not understand how an educational facility will impact residential property values negatively. Mr. Dupuis advises that he and his wife travel through the Town twice daily and patronize local businesses.

The Mayor reminds the speakers to leave their written presentations with the Clerk, if available.

The Manager Planning explains the gymnasium height and additional parking improvements. Traffic will continue to be monitored in the area and new signage erected, if necessary. The Director Public Works & Environmental Services notes that St. Marks Road is scheduled to be reconstructed in the future.

The Members of Council explain that property values are not based on schools. Schools are a foundation of any community. They speak in favour of promoting student physical activity and recognize the many benefits the proposed improvements to the School will have on the students attending Lakeview.

(PCM 12-5)

## COMMUNICATIONS

- A. Notice of a Third Public Meeting Re: Lakeview Montessori Private School Proposed Official Plan and Zoning By-Law Amendments
- B. Sandra and Stephen Crouse, Email dated October 5, 2017. Re: Lakeview Montessori School Expansion

Motion: (PCM 29/17)      Moved by      Councillor Andrew Dowie  
Seconded by      Councillor Rita Ossington

**That** the Communications listed as items A and B on the October 10, 2017 Public Council Meeting Agenda, be received.

Carried

(PCM 12-6)

## REPORTS

Manager Planning Services, Report No. 29-17, Re: Official Plan Amendment and Zoning By-Law Amendment, Lakeview Montessori School, 116 St. Mark's Road

Motion: (PCM-30/17) Moved by Councillor Brian Houston  
Seconded by Councillor Andrew Dowie

**That** a draft by-law having the effect of amending the St. Clair Beach Official Plan land use designation for a 1000 square metre (10,764 square foot) parcel of land located on the east side of St. Mark's Road (116 St. Mark's Road), approximately 60 metres south of its intersection with Riverside Drive, from "Single Family Residential" to "General Commercial", with a new site-specific policy for this designation, in order to facilitate a proposed gymnasium/auditorium expansion to the existing Lakeview Montessori School, in keeping with Planning and Building Services Report No. 29/17, be finalized;

**And that** a draft by-law having the effect of amending the St. Clair Beach Zoning By-law 2065 for a 1000 square metre (10,764 square foot) parcel of land located on the east side of St. Mark's Road (116 St. Mark's Road), approximately 60 metres south of its intersection with Riverside Drive, from "Residential Type Two Zone (R2)" to a site-specific "General Commercial Zone (C1-8)", in order to facilitate a proposed gymnasium/auditorium expansion to the existing Lakeview Montessori School, in keeping with Planning and Building Services Report No. 29/17, be finalized;

**And further that** a draft by-law having the effect of amending the St. Clair Beach Zoning By-law 2065 for a 0.46 square metre (1.16 acre) parcel of land located on the southeast corner of the St. Mark's Road/Riverside Drive intersection (existing Lakeview Montessori School property), from "General Commercial Zone (C1-3)" to a site-specific "General Commercial Zone (C1-9)", in order to facilitate a proposed gymnasium/auditorium expansion to the existing Lakeview Montessori School, in keeping with Planning and Building Services Report No. 29/17, be finalized; and

**And further that** the above-noted by-laws be brought forward for Council's consideration at the October 24, 2017 Regular Council Meeting;

**And further that** Planning Report No. 29/17 be sent to the OPP and the Public Works Department for comments regarding the concerns expressed for traffic congestion, volumes, use of private properties to turn vehicles around, and roadside parking and on-street parking, in addition to pedestrian and student safety due these traffic issues.

Carried

(PCM 12-7)

## ADJOURNMENT

Motion: (PCM-31/17) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**That** there being no further business to discuss, the October 10, 2017 Public Meeting of the Council of the Town of Tecumseh adjourn at 7:15 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk



# Police Services Board 2018 Proposed Budget October 24, 2017



**Presented by:**

**Christopher Hales, Chair, Tecumseh Police Services Board  
Inspector Glenn Miller, Ontario Provincial Police**

# Policing Our Community in 2018

- Tecumseh Police Services Board
- OAPSB 2017 Annual Conference
- Budget Drivers
- Contract Services
- Comparative Policing Costs
- OPP Strategic Plan
- Tecumseh OPP – Goals & Activities
- Trends
- PSB Local Initiatives
- 2018 Proposed Budget
  - Police Services Board
  - Police



# Tecumseh Police Services Board

- Section 10 Board as required by the *Police Services Act*
- Board is responsible for the provision of 'adequate and effective police services' in the Town
- 2 vacancies in 2018:
  - September 28 – Chair Christopher Hales
  - December 31 – Vice Chair Fred Stibbard
- 5 member board:

Mayor	Mayor Gary McNamara
1 Member of Council	Deputy Mayor Joe Bachetti
1 Community Member appointed by Council	Fred Stibbard
2 Members appointed by Province	Christopher Hales
	Eleanor Groh



# OAPSB 2017 Spring Conference & AGM

- Ontario Association of Police Services Boards
- Annual Conference held in Blue Mountain, ON from June 21-24, 2017
- The theme was “Preparing for the New Police Services Act”, and key speakers included:
  - Hon. Marie-France LaLonde, Minister of Community Safety & Correctional Services
  - Yasir Naqvi, Attorney General
  - Stephen Beckett, Assistant Deputy Minister of CSCS
  - Dr. Shaheen Azmi, Director of Policy, Education, Monitoring and Outreach, Ontario Human Rights Commission
  - Rick Philbin, Chief Superintendent, OPP





# OAPSB 2017 Spring Conference & AGM

- Key Topics included:
  - Human Equity Advantage
  - Human Rights & Policing
  - Collection of Identifying Information
  - OPP Technology Update
  - Technology to Fight Organized Crime
  - OPP Billing



# OAPSB 2017 Spring Conference & AGM

- Key Topics included (cont'd):
  - Missing & Murdered Aboriginal Women & Girls
  - Youth Suicides
  - Medical Marijuana Panel Discussion
  - Forthcoming Legislative Reforms





# 2018 Budget Drivers

- Year 4 of 6-year contract
- 2018 OPP wage adjustment has been included
- Maintain current service levels
- CPI is 1.5% (August)
- Revision of *Police Services Act* expected in late 2017
- New Billing Model is now fully phased in



# Contract Services

- OPP contract is for 6 year term (2015-2020)
- Cost allocation in contract is comprised of:
  1. Base Service (57.4%)
  2. Calls for Service (42.6%)
- OPP Wage (CBA)
  - 2018 – 1.75%
  - 2019+ - tbd
- Billing reconciliation for 2018 in 2020



# Comparative Policing Costs – 2016

[lowest to highest by per capita cost]

Rank	Police Service	Per Capita Cost	Per Household Cost
1	Lakeshore	\$137	\$353
2	Kingsville	\$144	\$357
3	Essex	\$167	\$393
4	Tecumseh	\$169	\$442
5	Leamington	\$207	\$534
6	LaSalle*	\$240	\$671
7	Amherstburg*	\$255	\$626
8	Windsor*	\$443	\$969

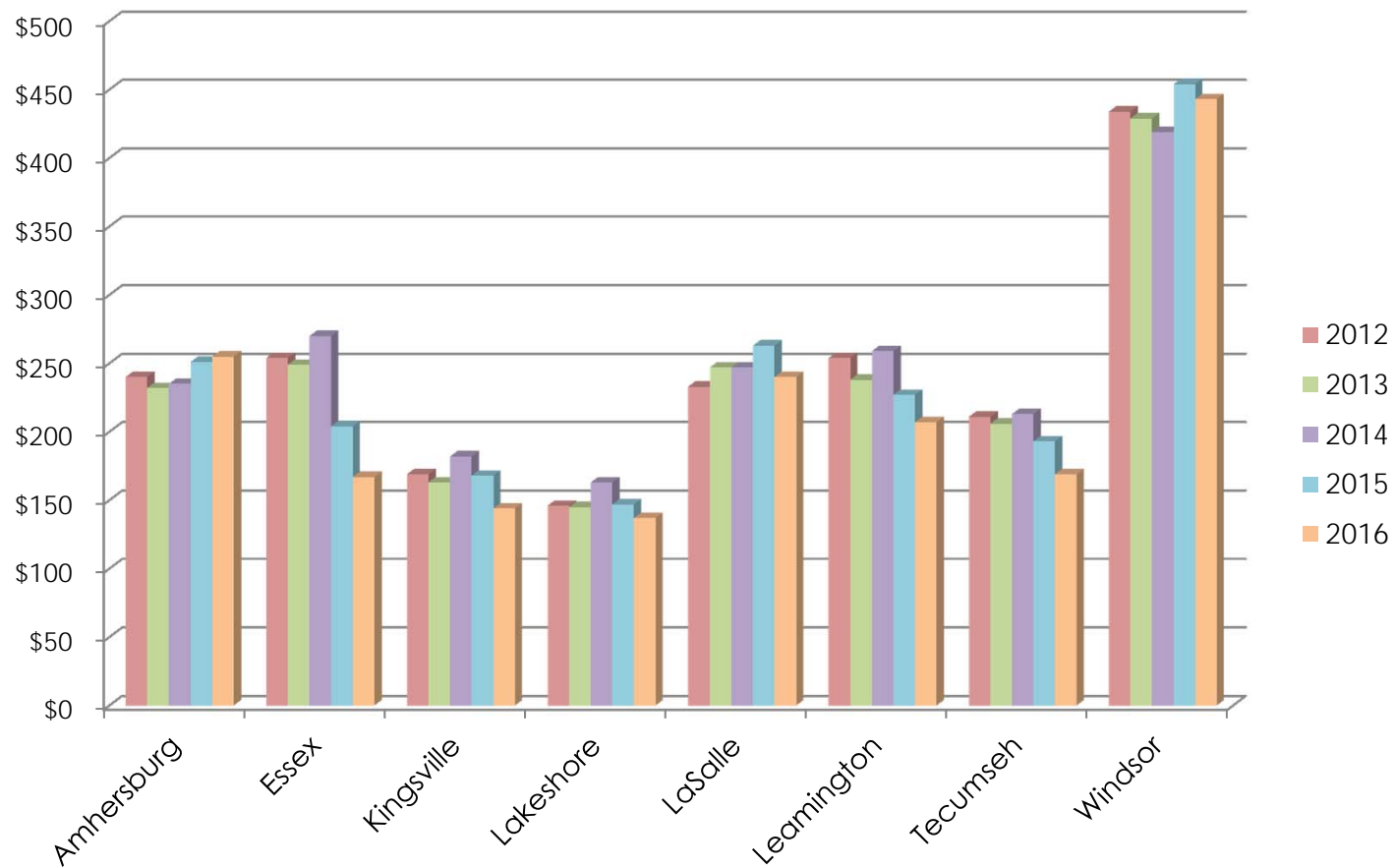
Source: Ministry of Municipal Affairs

\* Section 31 Municipal Police Forces (not OPP served)



# Comparative Policing Costs

[Cost per Capita]



Source: Ministry of Municipal Affairs



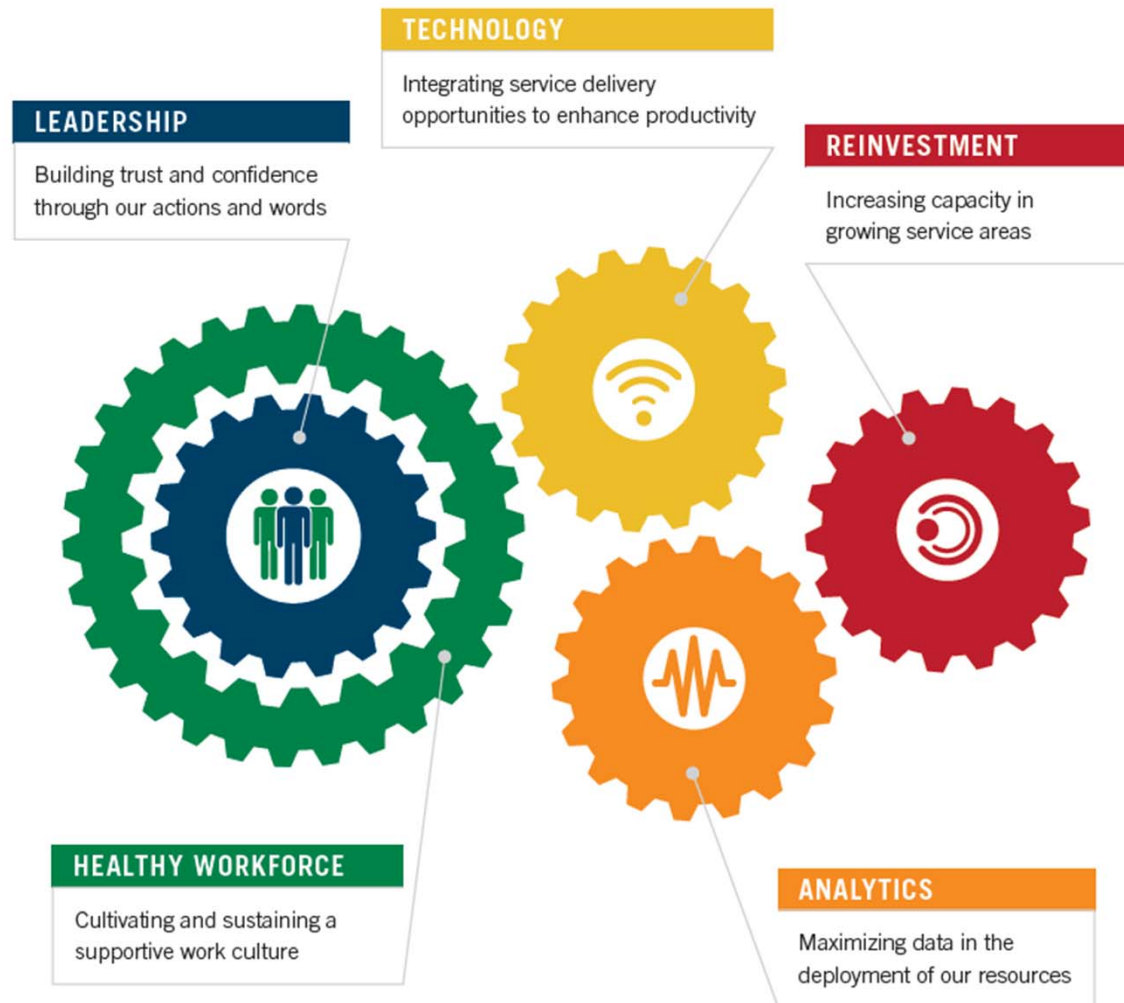
# OPP 2017-2019 Strategic Plan

## VISION:

Safe Communities...  
A Secure Ontario

## MISSION:

Committed to  
public safety,  
delivering proactive  
and innovative  
policing in  
partnership with our  
communities.



# Tecumseh OPP Goals & Activities

- Crime prevention and reduced victimization in our communities
- Investigative excellence through intelligence-led policing
- Excellence in the response to and management of our major investigations, critical incidents and emergencies
- Save lives and reduce crime on our highways, waterways and trails
- Focus external communications, including an awareness of the OPP's mandate, to our communities and stakeholders



# Tecumseh OPP Goals & Activities

- Community Policing
- Park Watch Programs
- Dedicated Foot Patrols
- High School Resources
- Calls for service involving persons with mental health issues or in a mental health crisis through engagement and education
- Marine Safety and Security through education and enforcement
- Reducing 911 “Pocket Dials” through engagement and education



# Tecumseh OPP Goals & Activities

- Traffic Management Unit

- Developed in September 2016 to reduce collisions and address road safety concerns
- The unit incorporates high visibility, measureable outcomes, robust communication strategies, public education, and stakeholder input and community participation

- Project Safe Trade

- Internet Purchase Exchange Zone launched at the Tecumseh OPP Detachment in May 2016 is now a Provincially run program

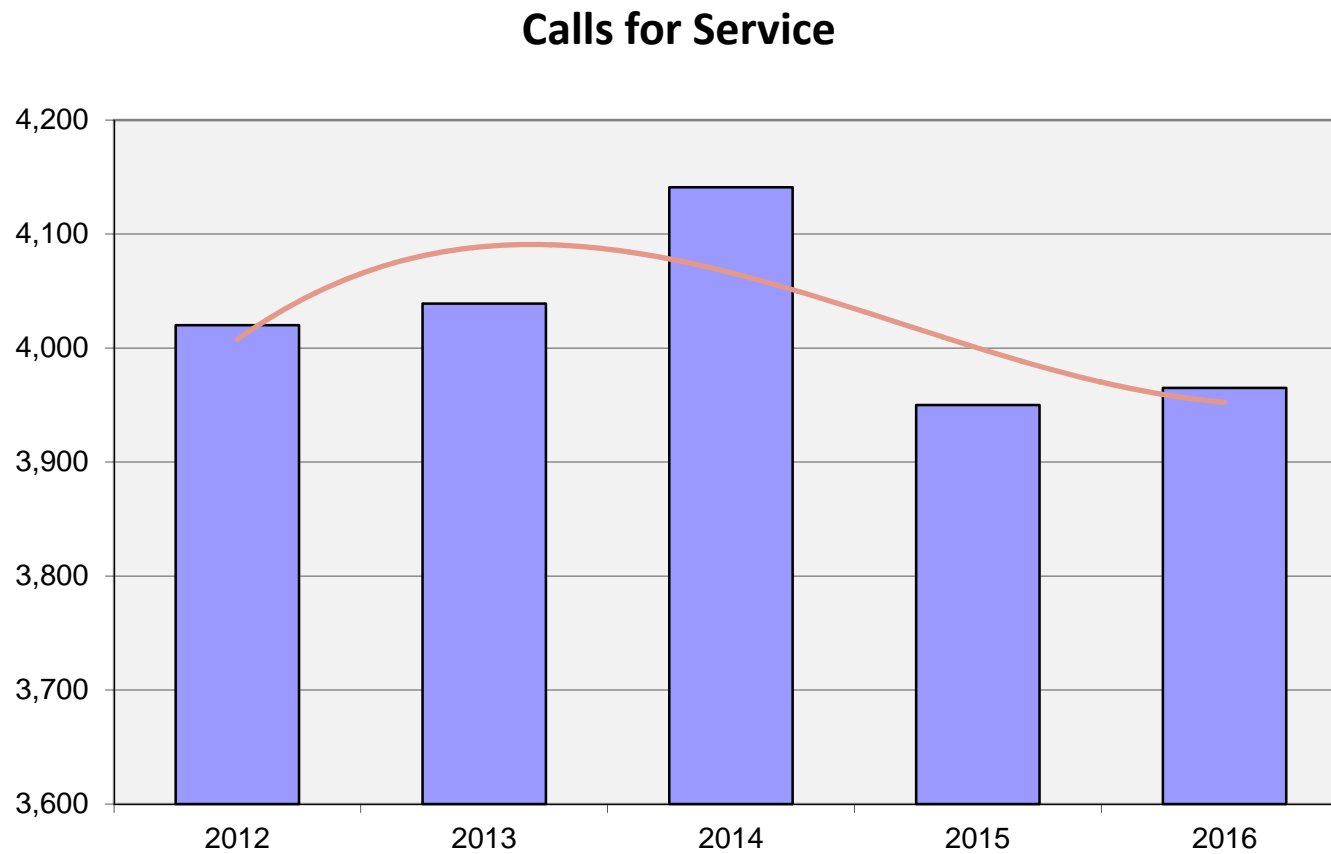
- At Risk Youth Initiative

- Created to provide education to and be actively involved with vulnerable groups within the community





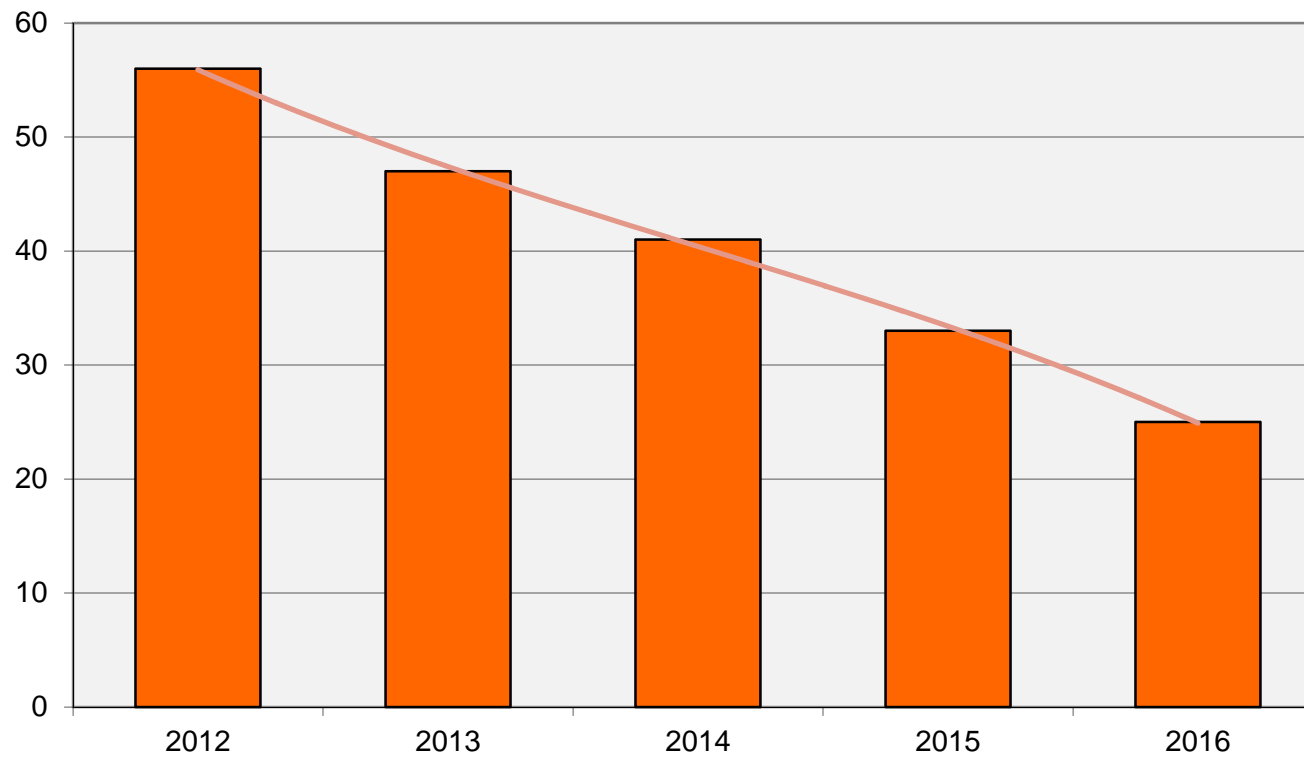
# TRENDS: Calls for Service 2012 - 2016



# TRENDS: Drug Crime

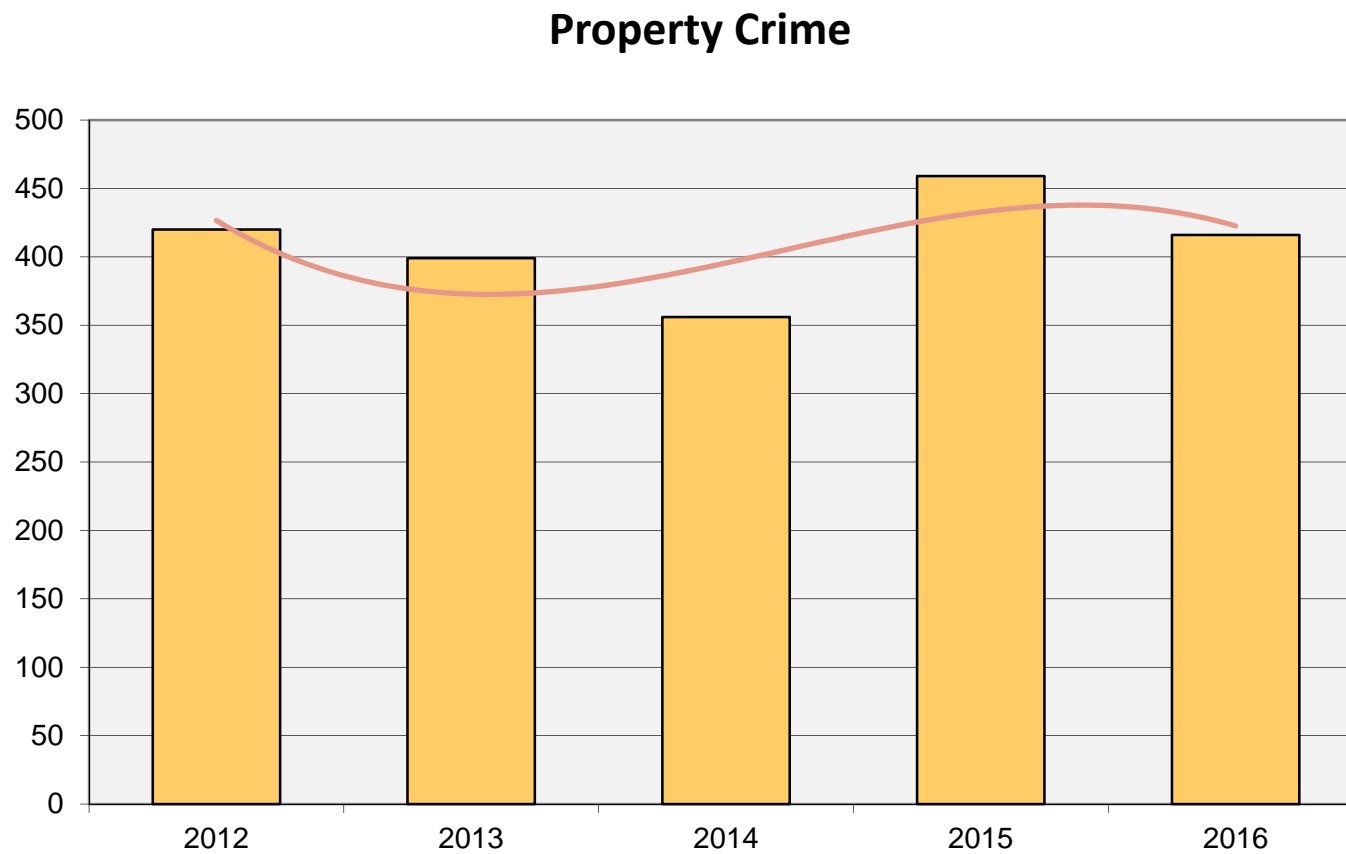
## 2012 - 2016

**Drug Related Crime**



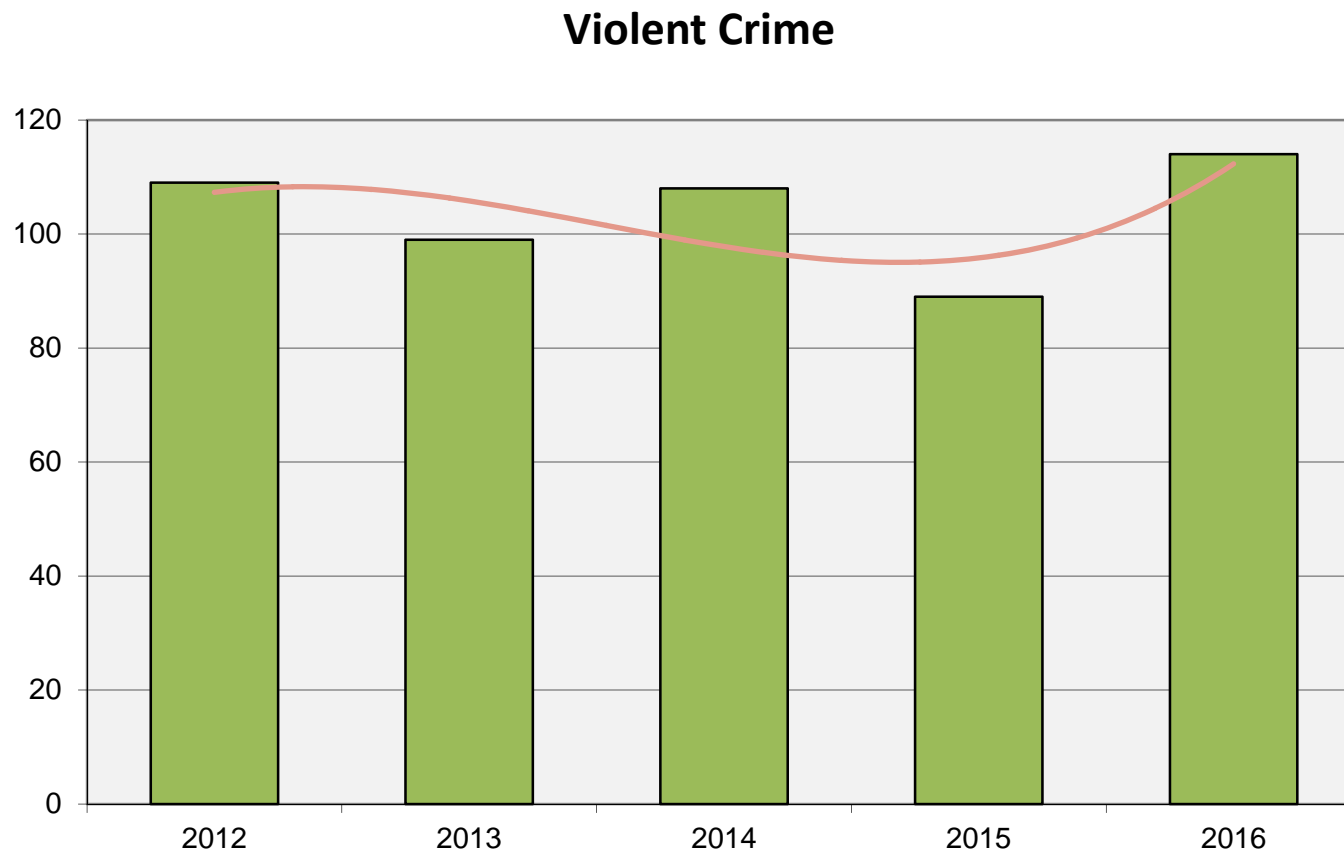
# TRENDS: Property Crime

## 2012 - 2016



# TRENDS: Violent Crime

## 2012 - 2016



# PSB Local Initiatives

1. Community Policing
2. Park Watch Program
3. Dedicated Foot Patrol
4. High School Resource Officer
5. Mental Health Response Unit



# POLICE SERVICES BOARD

## 2018 Expenditures

- \$47,205 [2017 \$46,150], increase of \$1,055 or 2.3%
  - Inflationary wage adjustment of 2.0%
  - Renew one-time increase to Professional Development for educational and/or governance activities related to revision of *Police Services Act*
  - Provision for hosting Joint Essex County Police Services Board Meeting in 2018



# POLICE

## 2018 Revenues

- \$195,387 [2017 \$186,400]
  - Increase of \$8,987 or 4.8%
  - Revenues from Grants
    - Increase of \$5,987 to Ontario Court Security Grant
  - Revenues from User Charges
    - Increase of \$3,000 to reflect actual activity in OPP Reports and Clearances and False Alarm Charges



# POLICE

## 2018 Expenditures

- \$3,406,518 [2017 \$ 3,357,884], 1.5% increase
- Contract
  - Gross expenditures in 2018 of \$3,340,000 vs \$3,300,000 for 2017
  - Increase of \$40,000 or 1.2% reflects:
    - Full phase-in of new OPP Billing Model
    - Reconciliation of 2015 & 2016 costs & other allowances
    - Wage adjustment for 2018
- Other Expenditures
  - Increase in Janitorial Contracts from \$8,900 to \$16,400 for improved janitorial services to Town facility





## Discussion – Q&A



On Oct 19, 2017, at 2:50 PM, Stephen MacKenzie <> wrote:

Good afternoon Mayors:

As you know, there was an Auto Mayors meeting in Oakville on August 3, 2017. Officials from the WindsorEssex Economic Development Corporation (WE EDC) attended the event that focused on the potential impacts of NAFTA renegotiation on the Canadian automotive industry. During the meeting Rob Burton, Mayor of Oakville, referenced the work that had been undertaken by the Ontario Auto Mayors to draft a resolution citing the importance of the auto industry and urging all governments to place a high priority on the auto industry during NAFTA renegotiations. Similar resolutions have now been passed in Oakville, Woodstock, St. Catharines, Ingersoll, Collingwood, Tillsonburg and Oxford County.

Given the importance of NAFTA in the Windsor-Essex region, a number of local organizations agreed to work together to support the Windsor-Essex business community. The WindsorEssex Economic Development Corporation, the Windsor-Essex Regional Chamber of Commerce, Workforce WindsorEssex, St. Clair College, the Cross-Border Institute, and the Institute for Border Logistics and Security, along with provincial and federal partners are committed to promote economic prosperity across all municipalities in the Windsor-Essex region. As part of these efforts, the NAFTA Windsor-Essex Working Group is encouraging all communities in the Windsor-Essex area to pass a resolution highlighting the importance of the auto industry, building on the resolution prepared by the Ontario Auto Mayors.

Understanding that you have shown support for the Ontario Auto Mayors group and have participated in previous events, and knowing the critical importance of the automotive industry to the entire Windsor-Essex Region, I hope that you will consider putting forward a motion - a draft copy is attached for your consideration. Given the recent US demands on its NAFTA auto proposal, the passing of this resolution by all Ontario communities impacted by the automotive industry continues to be critically important.

Please contact me with any questions or concerns you may have.

Best regards,

Stephen MacKenzie

-----  
C. Stephen MacKenzie  
Chief Executive Officer  
WindsorEssex Economic Development Corporation  
700 California Ave, Suite 200  
Windsor, Ontario, N9B 2Z2  
Canada  
[www.choosewindsorsex.com](http://www.choosewindsorsex.com)

## Notice of Motion

### Recognizing the Importance of the Automotive Sector in \_\_\_\_\_

Moved by Mayor xxxxxx  
Seconded by Councillor xxxxxx

WHEREAS, the auto sector directly employs over 101,000 people in Ontario, and indirectly supports the creation of more than 300,000 good jobs in communities nationwide; and

WHEREAS, the automotive industry represents Canada's largest manufacturing sector, Ontario's chief export and the economic lifeblood of hundreds of Canadian communities; and

WHEREAS, a thriving auto sector is an essential part of \_\_\_\_\_'s local economy, stimulating growth, innovation, and good, high-paying jobs; and

WHEREAS, the Windsor-Essex Region is Canada's automotive "epicentre", employing over 18,000 workers, including home to FCA Canada's Windsor Assembly Plant, the country's single-biggest manufacturing facility by employment; and

WHEREAS, Canada's auto sector has been deeply integrated with that of the United States since the early-20<sup>th</sup> century, as indicated by the 1965 Canada-US Auto Pact; and

WHEREAS, the North American Free Trade Agreement governs nearly every aspect of Canada and the United States' economic relationship, including the import and export of auto parts and vehicles; and

WHEREAS, even minor changes to the established trade relationship between Canada and the United States could have enormous consequences for workers and consumers on both sides of the border; and

WHEREAS, in 2016 the government of Ontario and Michigan signed a Memorandum of Understanding calling for increased cooperation and partnership between their two automotive sectors; and

WHEREAS, Canada's economic future and the continued wellbeing of \_\_\_\_\_'s local economy depend on a thriving automotive sector;

THEREFORE, be it resolved, Council:

1. Join with Councils across Ontario in calling on the federal government to recognize Canada's automotive sector as a key priority throughout the NAFTA negotiations.

**Via Email**

August 24, 2017

Kathleen Wynne, Premier  
Legislative Building, Queen's Park  
Toronto ON M7A 1A1

**Re: Ontario's Wildlife Damage Compensation Program**

Dear Premier Wynne,

At its meeting on August 9, 2017 the Council of the Township of Oro-Medonte adopted the following motion pertaining to the Ontario Ministry of Agriculture, Food and Rural Affairs, Ontario's Wildlife Damage Compensation Program:

"Be it resolved

1. That the Ontario's Wildlife Damage Compensation Program Guide from the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) and presented by Councillor Jerney be received.
2. And Whereas Council of the Township of Oro-Medonte recognizes that The Ontario Wildlife Damage Compensation Program (OWDCP) provides compensation to eligible producers whose livestock and/or poultry have been injured or killed as a result of wildlife predation or whose bee colonies, beehives and/or beehive-related equipment has been damaged as a result of wildlife predation.
3. And Whereas livestock producers are passionate about caring for their animals, creating a sustainable environment for future generations and providing high-quality livestock to represent the industry.
4. And Whereas the Municipal Investigators are appointed by the Municipality to conduct a thorough investigation ensuring that all relevant evidence is documented.
5. Now therefore be it resolved that the Township of Oro-Medonte respectfully requests that the Province:
  - a) expand the OWDCP to include evidence of partial carcass' to allow eligible producers to process legitimate claims; and

b) rely more heavily on the opinions of the Municipal Investigator, as they are experienced, familiar and knowledgeable with the Municipality's producers, as they continue to process genuine and valid applications.

6. And That correspondence be forwarded, under the Mayor's signature, to the Premier, the Ministry of Agriculture, Food and Rural Affairs, the Ontario Sheep Marketing Agency, the Beef Farmers of Ontario and Ontario municipalities requesting their support."

We respectfully request your consideration and support of Council's resolution of this matter and thank you in advance for your time.

Sincerely,



Mayor Harry Hughes  
/so

Cc: Hon. Jeff Leal, Minister of Agriculture, Food and Rural Affairs  
Jennifer MacTavish, General Manager, Ontario Sheep Marketing Agency  
Beef Farmers of Ontario  
Ontario Municipalities  
Township of Oro-Medonte Council

**THE CORPORATION OF THE  
TOWNSHIP OF MONTAGUE**



6547 ROGER STEVENS DRIVE  
P.O. BOX 755  
SMITHS FALLS, ON K7A 4W6  
TEL: (613) 283-7478  
FAX: (613) 283-3112  
[www.township.montague.on.ca](http://www.township.montague.on.ca)

October 2<sup>nd</sup>, 2017

Mayor Harry Hughes,  
Township of Oro Medonte  
Via Email

Dear Mr. Hughes,

Please be advised the Council of the Township of Montague passed the following resolution at its regular meeting of Council of September 5<sup>th</sup>, 2017:


MOVED BY: V. Carroll                      RESOLUTION NO: 221-2017  
SECONDED BY: K. Van Der Meer      DATE: September 05, 2017

That the Council of the Township of Montague hereby support the  
Township of Oro-Medonte's resolution related to the Ontario Wildlife  
Damage Compensation Program.

**CARRIED**

Please contact me if you have any additional questions.

Thank you,



Jasmin Ralph  
Clerk

Cc: Hon. Jeff Leal, Minister of Agriculture, Food and Rural Affairs  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities

## ONTARIO ENERGY BOARD NOTICE TO CUSTOMERS OF UNION GAS LIMITED

Union Gas Limited applied to raise its natural gas rates effective January 1, 2018

Learn more. Have your say.

Union Gas Limited applied to the Ontario Energy Board to raise its natural gas rates effective January 1, 2018. If the application is approved, a typical residential customer of Union Gas Limited in the south (Windsor to Hamilton) would see an increase of approximately \$9.60 per year. Residential customers in all the other areas served by Union Gas Limited would see an increase ranging from \$10.75 to \$14.00 per year. Other customers, including businesses, may also be affected.

The requested rate increase is set using a formula previously approved by the Ontario Energy Board for the period 2014 to 2018. The formula is tied to inflation and other factors intended to promote efficiency.

Union Gas Limited is also requesting approval to make certain changes to the Rate M12 Schedule "C" as it applies to the proposed M12-X service and other services. Union Gas Limited's application also includes costs for the Panhandle Reinforcement Project.

### THE ONTARIO ENERGY BOARD WILL HOLD A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider Union Gas' request. We will question the company on its case for a rate change. We will also hear questions and arguments from individual customers and from groups that represent Union Gas customers. At the end of this hearing, the OEB will decide what, if any, rate changes will be allowed.

The OEB is an independent and impartial public agency. We make decisions that serve the public interest. Our goal is to promote a financially viable and efficient energy sector that provides you with reliable energy services at a reasonable cost.

### BE INFORMED AND HAVE YOUR SAY

You have the right to information regarding this application and to be involved in the process.

- You can review Union Gas' application on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **October 23, 2017** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

The OEB intends to consider cost awards in this proceeding that are in accordance with the *Practice Direction on Cost Awards* and only in relation to updates to the Rate M12 Schedule "C" and the Panhandle Reinforcement Project.

### LEARN MORE

Our file number for this case is **EB-2017-0087**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2017-0087** on the OEB website: [www.oeb.ca/participate](http://www.oeb.ca/participate). You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

### ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. The OEB intends to proceed by way of a written hearing in this case. If you think an oral hearing is needed, you can write to the OEB to explain why by **October 23, 2017**.

### PRIVACY

*If you write a letter of comment, your name and the content of your letter will be put on the public record and the OEB website. However, your personal telephone number, home address and email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.*

*This rate hearing will be held under section 36 of the Ontario Energy Board Act, S.O. 1998 c.15 (Schedule B).*





**From:** Crosgrey, Mindy (MNRF) **On Behalf Of** Travers, Jason (MNRF)  
**Sent:** October-13-17 3:37 PM  
**Cc:** Desroches, Pauline (MNRF)  
**Subject:** Proposed regulation change: compressed air energy storage (CAES)

Hello,

I am writing today to let you know about a proposed regulation amendment under the Oil, Gas and Salt Resources Act that relates to compressed air energy storage (CAES) projects.

Currently under the Oil, Gas and Salt Resources Act, the Ministry of Natural Resources and Forestry (MNRF) licenses wells for oil and natural gas, salt solution-mining and the underground storage of hydrocarbons.

Ontario is now proposing to establish a regulatory framework under the act with respect to the use of wells and underground geological formations for CAES. As the only known commercial CAES operations worldwide utilise solution-mined salt caverns for storage, and CAES in porous rock reservoirs is still an emerging technology that has not been widely demonstrated, the regulatory proposal addresses these two types of projects differently.

The proposed changes would:

- create a standardized application process and operating rules for activities associated with underground compressed air energy storage projects in salt caverns, and
- address projects in porous rock reservoirs on an individual basis, as they come forward, through future regulations.

Ontario is consulting on this new framework through the Environmental Registry for a period of 45 days ending on November 27, 2017 ([www.ontario.ca/environmentalregistry](http://www.ontario.ca/environmentalregistry), registry number [013-1613](http://www.ontario.ca/environmentalregistry)). We would welcome your feedback on the proposed changes, as well as the opportunity to discuss any comments or concerns that you may have.

Should you have any questions about the proposal, please contact Pauline Desroches. Pauline can be reached at [pauline.desroches@ontario.ca](mailto:pauline.desroches@ontario.ca) or 705-755-2140.

*Jason Travers  
Director  
Natural Resources Conservation Policy Branch  
Ministry of Natural Resources and Forestry  
300 Water Street, 2 South Tower  
Peterborough, ON K9J 8M5*



# **Proposed regulation change under the Oil, Gas and Salt Resources Act**

Regulating Compressed Air Energy Storage (CAES) in Porous Rock Reservoirs  
and Solution-Mined Salt Caverns

October 2017

Ministry of Natural Resources and Forestry

## Background/Context

Under the *Oil, Gas and Salt Resources Act* (OGSRA), the Ministry of Natural Resources and Forestry (MNRF) licenses the drilling and operation of wells<sup>1</sup> used for activities such as the exploration and production of oil and natural gas, salt solution-mining, and the underground storage of hydrocarbons. Last spring, the act was amended by the Ontario Legislature to allow other underground geological storage activities to be regulated under the OGSRA framework by prescribing them in the regulation under the act.

Changes are being proposed to Ontario Regulation 245/97 under the OGSRA that would make compressed air energy storage (CAES) projects subject to that act if they are using wells to access underground solution-mined salt caverns and porous rock reservoirs.

In addition to any proposed regulatory or approval requirements under the OGSRA, CAES projects would be subject to other provincial and municipal authorizations related to the above-ground components of their applicable activities. Additionally, any CAES proposal that would use an underground salt cavern or porous rock reservoir that is the property of the Crown would be subject to the existing requirements for leases issued by MNRF pursuant to Ontario Regulation 263/02 under the *Mining Act*. The issuance of a lease under this regulation is a disposition of a Crown-owned resource and would therefore generally also be subject to MNRF's Class Environmental Assessment for Resource Stewardship and Facility Development Projects.

### ***What is compressed air energy storage? Why and how is it used?***

It is a method of storing energy for future use by using compressed air as the energy storage medium. Compressed air energy storage can provide a number of services to electricity grids, including providing frequency regulation and voltage control.

Large-scale compressed air energy storage facilities can provide capacity services. Electricity can be taken from the grid and used to compress and store air in a cavern or vessel. When required, the compressed air is reheated, expanded, and used to drive a generator to supply electricity back to grid. Air must be stored at significant pressure in order to produce electricity.

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<sup>1</sup> Well' is a defined term in the act. Wells include holes drilled in the ground for various specified purposes (e.g., the production of oil or gas; the injection, storage and withdrawal of oil or gas in an underground geological formation; salt solution-mining).

In providing these services, energy storage can provide additional benefit to the electricity system by storing power during non-peak electricity production, which can then be used during peak demand periods. Energy storage services can also support renewable energy sources by providing electricity and other grid services to address the inherent intermittency of wind and solar generation.

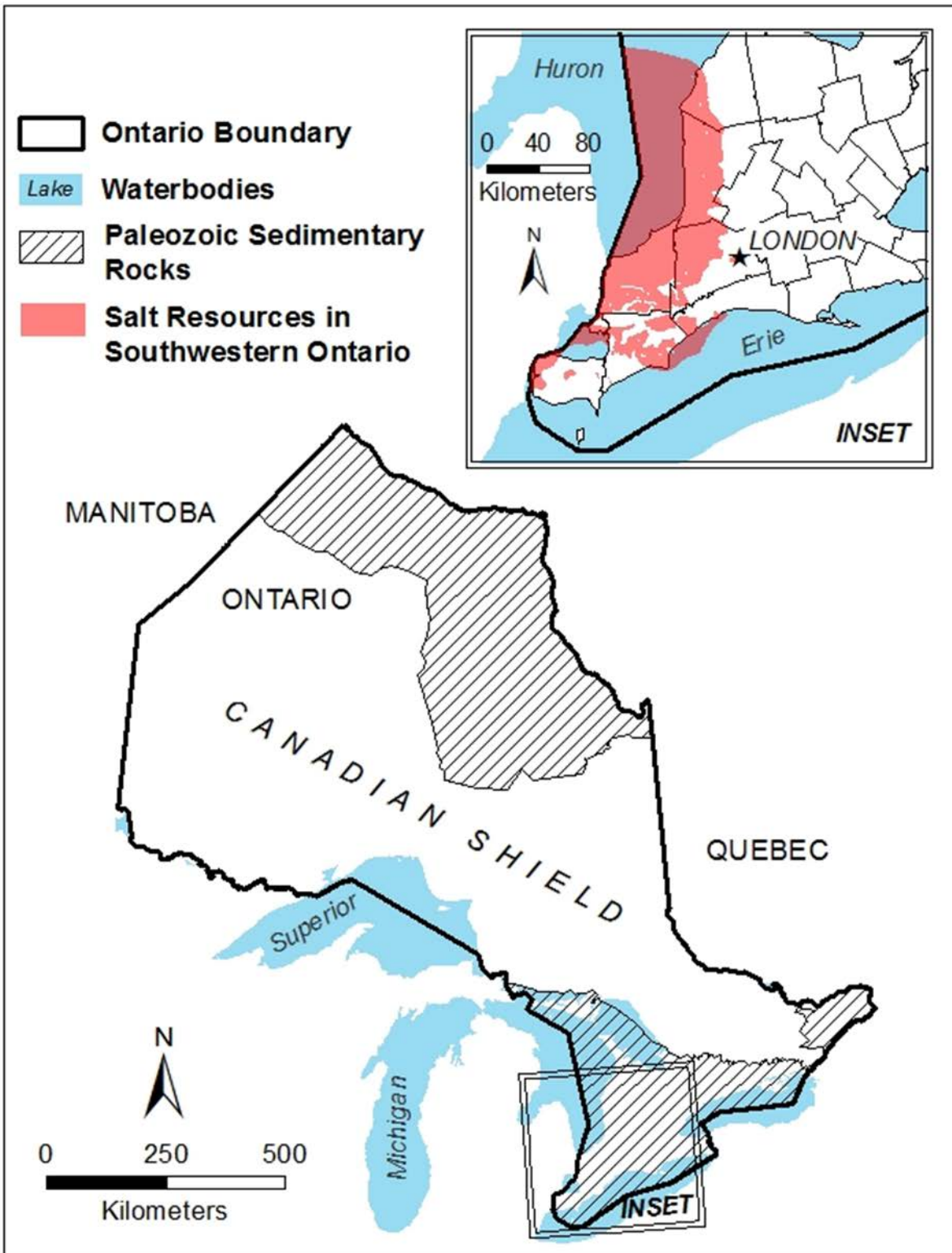
### ***What areas of Ontario might be geologically suitable for underground CAES?***

Literature and research on CAES proposals/activities in other jurisdictions suggests that the underground geological formations frequently considered for CAES have the same general physical characteristics as those currently used in Ontario for salt solution-mining and the storage of natural gas and other hydrocarbons. The only known commercial CAES operations worldwide utilise solution-mined salt caverns for storage. CAES has been considered or proposed in porous rock reservoirs; however, these proposals have not yet proceeded to commercial development.

The Precambrian sedimentary rocks of the Canadian Shield (see Figure 1) are generally made up of igneous and metamorphic rocks that have low porosity and permeability – meaning that the rocks don't have a lot of spaces in them or that the spaces are not well connected to allow substances like air to flow through them - and are therefore unlikely to be suitable for CAES. Paleozoic rocks, also shown in Figure 1, that occur in the far north and southern Ontario are generally more porous and permeable, making them more suitable candidates for CAES.

Salt solution-mining, which creates the types of salt caverns that are being used in other jurisdictions for CAES, occurs exclusively in southwestern Ontario. The salt deposits where these caverns exist are shown in the inset map on Figure 1.

While underground CAES may be technically feasible in the types of rocks that exist in the far north, it is anticipated that projects are more likely to be proposed in southern Ontario where solution-mined salt caverns and porous rock reservoirs have previously been used for the production of oil, gas and salt resources, as these previous activities provide better baseline information for potential underground storage areas. Additionally, the lack of connection to the provincial electricity grid in the far north would create additional technical and economic challenges for any large-scale CAES project.



**Figure 1: Location of major rock types and salt deposits relevant to compressed air energy storage in Ontario**

### ***Are there any existing CAES projects in Ontario?***

There are no CAES projects that use underground geological formations for storage operating in the province at this time.

There is an existing proposal to develop a CAES facility (1.75 MW) in a solution-mined salt cavern in Goderich, Ontario. The proponent has an existing contract with the Independent Electricity System Operator (IESO). The wells and cavern that the proponent seeks to use are currently under an OGSRA licence for salt solution-mining and, as a result, the ministry has been working with the proponent to align their proposed project with relevant standards regarding the design, operation, decommissioning and safety of wells and caverns.

### **Why are the Proposed Changes Needed?**

In Ontario, there is currently no clear regulatory oversight for the use of wells to access solution-mined salt caverns and porous rock reservoirs for CAES – creating an unclear operating environment for both businesses and the public.

While the OGSRA was amended last spring to allow for the regulation of these activities, the changes have no effect until a regulation is made prescribing the CAES projects and activities that would be subject to the act.

The proposed changes would also create an application process and standard operating requirements for subsurface activities associated with CAES projects using solution-mined salt caverns, providing greater clarity and certainty for the energy storage industry, local and Indigenous communities, and the public.

### **What is the Regulatory Proposal?**

It is proposed that amendments be made to Ontario Regulation 245/97 under the OGSRA in order to regulate subsurface projects and activities associated with CAES projects that use wells to access underground solution-mined salt caverns and porous rock reservoirs.

Any proposed authorizations or requirements for CAES under the OGSRA would be focused on the use of wells and subsurface activities. Surface activities (e.g., equipment, piping, etc.) beyond the emergency shut down valves would not be regulated by MNRF. These activities and equipment will be subject to other applicable approval processes and regulatory frameworks – for example, municipal approvals,

environmental compliance approvals under the *Environmental Protection Act*, and regulations under the *Technical Standards and Safety Act*.

In the context of the proposed regulation, CAES would refer to the process of compressing and injecting air into solution-mined salt caverns or porous rock reservoirs, storing it, and then withdrawing the air for the purpose of generating electricity.

The changes outlined in this document are proposed to take effect on January 1, 2018.

As discussed earlier, the only known commercial CAES operations worldwide utilise solution-mined salt caverns for storage; these two existing operations have been in operation for many years. CAES in porous rock reservoirs has been contemplated, but is still an emerging technology that has not been widely demonstrated; these projects require a more dynamic approach to regulation. As a result, this regulatory proposal addresses these two types of activities differently under separate headings below.

### **CAES in Solution-Mined Salt Caverns (Cavern CAES)**

The proposed changes to the regulation would establish application requirements for cavern CAES activities, including required information/studies and notification processes. New operating standards applicable to cavern CAES would be established. Further details about the proposed application requirements and operating standards are provided below.

If the proposed regulatory amendments are made, each individual well proposed to be utilized for this activity would require a well licence. Individuals or companies planning to drill new wells for this purpose would be required to apply for a new well licence. Those planning to convert an existing well that is already licenced under the act for a different purpose (e.g., currently used for salt solution-mining) would be required to apply to convert the existing well licence to another use.

In addition to well licences, injection permits would be required to authorize injection activities in wells. An injection permit may be issued for one well or multiple wells, depending on how the wells would be utilized for an individual project. Applications for new or converted well licences and injection permits could be submitted and reviewed concurrently.

Where the cavern to be used for a CAES project must be created prior to the injection of compressed air, all existing rules for and requirements for salt solution-mining under the OGSRA would apply to the creation of the cavern.

The proposed changes would also modify the provisions for registration of works in section 7 of the current regulation, making them applicable to cavern CAES operations;

this would require CAES operators to submit and maintain updated information about the operator and operation site. Section 23 would be modified to specify that, in addition to being qualified to examine works with related to hydrocarbon storage, a Class IV examiner may also examine cavern CAES works<sup>2</sup>.

As part of the application process, a proponent would be required to submit confirmation that they own the land or have entered into the necessary lease agreement with the owner of the underground storage area and well sites.

---

### **Existing Requirements that will apply to Cavern CAES**

In addition to any new and modified regulatory provisions that are proposed, the existing requirements in the regulation under OGSRA that apply to all 'wells' would also apply to cavern CAES wells, including:

- applicable definitions in section 1,
- sections 3 and 4 that deal with well licences and the drilling of wells,
- well licence fees in section 5 and well security in section 16, and
- sections 17-22 that deal with subjects such as: well control and blowout prevention, plugging dry or unused wells, the protection of designated gas storage areas, the release of information, etc.

Cavern CAES proposals would also be subject to the existing fees for well licence applications and injection permit applications.

The existing OGSRA framework involving tribunals will apply to cavern CAES applications and operations. There are two different tribunals to which matters may be referred under the existing framework – the Ontario Energy Board (OEB) and the Mining and Lands Commissioner (MLC). Tribunal referral provisions in the act include those that relate to applications for licences and permits, transfers, conditions of approval, and situations where an approval is refused, suspended or cancelled as a result of an offence under the act.

Where applications are within 1.6km of a designated gas storage area or the minister is of the opinion that operations in a designated gas storage area would be affected, the matter would be referred to the OEB. Other referrals, if any, would be to the MLC.

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<sup>2</sup> "Work" is defined under the OGSRA and means a well or any pipeline or other structure or equipment that is used in association with a well. For CAES projects, works would include the underground storage area and well, up to and including the emergency shut down valves.



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## **Proposed Cavern CAES Application Requirements**

### **Proposed Fees & Security**

Applicants would be required to submit the required application fees and confirmation that the security required by section 16 of the regulations has been established.

### **Proposed Application Documentation Format**

The application standards would require all application documentation to be submitted digitally in PDF format, with the exception of maps, figures or other diagrams which may be submitted in PDF or JPEG format. One hard copy of the complete application would also be required.

### **Proposed Documentation Requirements**

Technical information provided in support of an application would be required to be prepared by specialized and qualified personnel (e.g., professional engineer), and individual assessments/reports would identify the responsible expert(s) and identify their relevant training/expertise in the subject field.

It is proposed that applicants would be required, through the application, to demonstrate that the cavern CAES project:

- would be conducted in a safe and environmentally sound manner,
- would be designed, constructed, operated, maintained, decommissioned and abandoned in accordance with:
  - all provincial operating standards for compressed air energy storage in caverns, and
  - Canadian Standard Association (CSA) Z341 Storage of Hydrocarbons in Underground Formations, with suitable adjustments for the storage of air.

The type of documentation that is proposed to be required to demonstrate the above requirements may include (as a minimum):

- Detailed information about the proponent, location, land ownership or lease arrangements granting the rights to conduct activities,
- Details regarding the proposed project and anticipated activities, all existing and proposed wells and underground geological formations/features that will be used in the storage project, and approvals being sought under the OGSRA and other legislative frameworks related to the project,



- Identification and description of surface users and uses, significant natural and human-made features, land uses, and relevant land use/operational constraints within 500m of any proposed well and also from the boundary of the storage cavern when projected on the surface,
- Detailed evaluation of neighbouring subsurface activities and their potential impact on the integrity of the storage facility, including an assessment of existing or abandoned wells, active or abandoned conventional subsurface mining operations, and currently or previously active subsurface operations,
- Identification and evaluation of the nature and extent of any potential surface and sub-surface impacts that may result during the construction, operation, decommissioning and abandonment of the well(s) and cavern. Planned methods of avoidance and mitigation, as well as related plans for monitoring, record-keeping and reporting would also need to be included,
- Detailed geological, geo-mechanical and geochemical evaluations related to the wells, storage area and geological formation proposed to be used for the project, demonstrating their suitability for the proposed activity,
- Hazard and risk analysis for the life-cycle of the proposed operation from start-up through decommissioning and abandonment,
- Detailed plans and programs for the development, operation, maintenance, decommissioning and abandonment for the wells and cavern; plans for monitoring, mitigation, emergency response, record-keeping and reporting; and any training programs or required expertise for personnel conducting activities.

### **Proposed Notification Requirements**

Proponents would be required to notify the following parties of the application, providing a project description and offering to provide digital copies of any application documentation on request:

- Landowners, local municipalities, and regional municipalities within 750m of any proposed well and also from the boundary of the storage cavern when projected on the surface,
- Operators of OGSRA wells in any designated gas storage area within 1.6km
- Utility corporations, if an easement exists within 750m of the boundary of the storage cavern (projected onto the surface), and
- Other ministries or agencies as directed by MNRF.

In addition to the above notifications, proponents would be required to submit a complete application package to the MNRF, and any municipalities, ministries or agencies that MNRF identifies.

MNRF would also identify the Indigenous communities and organizations that the proponent would be required to notify of the application. The requirements for engagement or consultation with Indigenous communities would be determined on a case-by-case basis.

Any party or person notified of the application would have an opportunity to provide comments within 90 days of receiving the notice. Comments would be provided directly to the applicant with a copy to the MNRF.

Applicants would be required to provide documentation to MNRF summarizing their notification activities, the responses received, any changes made to the application in response to the comments, and an explanation of any outstanding concerns that notified parties have with their application. Any comments provided to the applicant and MNRF from persons not directly notified of the application prior to the submission of the summary document would also be included in the summary to be provided to MNRF. A separate summary of notification and engagement with Indigenous communities and organizations would be required.

The applicant would be required to copy the parties that have commented on the application where they have also provided contact information.

### **Transition for the Current Cavern CAES Proposal in Goderich, Ontario**

A proposed cavern CAES project in Goderich, Ontario has the potential to be operational as early as 2018. This proposed activity is not currently subject to the OGSRA; however, in the interim while a regulation proposal is under development and consideration, the proponent has been working with the ministry to demonstrate that the activities in the wells and cavern can be carried out in a safe and responsible manner.

The proposed changes to the regulation would allow the minister to consider whether the submission of documentation and/or notification and engagement activities undertaken by the proponent prior to a regulation coming into effect satisfy these proposed application requirements. Where it is determined that the proponent's previous submissions and notifications are equivalent to what would be required by the regulation, the proponent may be deemed to have met the requirement.

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## **Proposed Cavern CAES Operating Standards**

New operating standards applicable to cavern CAES projects would be established governing the design, operation, construction, operation, maintenance, abandonment, and safety of underground storage systems.

The operating standards would also include, with suitable modification for the substance being air (e.g., modifications to address the corrosive nature of compressed air), some of the existing sections of the Oil, Gas and Salt Resources of Ontario Provincial Operating Standards, including those related to: well drilling, blowout prevention, well servicing and well plugging.

The proposed CAES operating standards may also adopt, with suitable modification for the substance of air, all or part of Canadian Standards Association (CSA) standards that govern well design for hydrocarbons as well as underground geological storage. These standards were not developed for the storage of air; however, many of the same principles or considerations would apply to cavern CAES storage.

It is also proposed that cavern CAES operators would be able to deviate from the provincial operating standards in reasonable circumstances with an equally protective approach and advance written approval of the ministry. This provision would not allow for deviations from application requirements.

## **CAES in Porous Rock Reservoirs (Reservoir CAES)**

As discussed in the background section of this document, CAES is also being studied and contemplated in porous rock reservoirs where the pore spaces in the rock are currently occupied by water or hydrocarbons. Due to the lack of demonstrated examples of this activity being undertaken worldwide, there is not enough evidence to support the adoption of a standardized approach to the regulation and approval of these types of activities.

There are also some outstanding challenges associated with some of these types of proposals that the energy storage industry is working to resolve - for example, finding methods to address the removal of residual gas from a porous rock reservoir before it can be safely used for CAES. As the technology develops, any challenges may be addressed over time through further research and demonstration projects

In order to accommodate future technological advances in this field, the potential need to authorize tests or demonstration projects, the wide range of projects that may be proposed, and the need to ensure that these projects are carried out in a safe and

environmentally responsible manner, the province is proposing an approach that considers individual projects in a reservoir on a case-by-case basis.

For reservoir CAES projects, it is proposed that each project would be prescribed individually in the regulation at the time it is brought forward by the proponent, with those regulation proposals being subject to public and Indigenous community consultation. While the process for the development and making of regulations can take several months, this approach will allow the province to establish the appropriate regulatory environment for each project individually, considering its unique circumstances and the most current science and experience available at that time.

Only reservoir CAES projects that have been prescribed in regulation and have obtained the necessary licences and injection permits under the OGSRA would be permitted to operate wells in porous rock reservoir storage areas.

**THE CORPORATION OF THE  
TOWNSHIP OF MONTAGUE**



6547 ROGER STEVENS DRIVE  
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**October 2<sup>nd</sup>, 2017**

**Honourable Kathleen Wynne, Premier of Ontario  
Legislative Building - Room 281  
Queen's Park  
Toronto Ontario, M7A 1A1  
Via Email**

**Dear Premier Wynne,**

**Please be advised the Council of the Township of Montague passed the following resolution at its meeting of Committee of the Whole of September 19<sup>th</sup>, 2017:**

**MOVED BY: K. Van Der Meer  
SECONDED BY: I. Streight**

**RESOLUTION NO: 104-2017  
DATE: September 19, 2017**

**WHEREAS The Township of Montague maintains a motivated and well-functioning volunteer fire department;**

**AND WHEREAS changes proposed to on-call provisions in the Employment Standards Act by Bill 148 will result in exorbitant tax increases to maintain fire prevention services in a rural municipality;**

**AND WHEREAS many Ontario municipalities will be unable to maintain fire services if this change is enacted;**

**AND WHEREAS the Association of Municipalities of Ontario has submitted a position paper to the Ontario government specifically requesting the exemption of all municipal volunteer firefighters;**

**NOW THEREFORE The Township of Montague requests that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148;**

**AND That the Township of Montague request that the government of Ontario conduct a full economic impact study of Bill 148 to study the effect of the Bill on businesses and municipalities across Ontario;**

**AND That this resolution be circulated to Premier Kathleen Wynne, Minister of Labour Kevin Daniel Flynn, the Association of Municipalities of Ontario and all Ontario municipalities.**

**CARRIED**

**THE CORPORATION OF THE  
TOWNSHIP OF MONTAGUE**



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**Please contact me if you have any additional questions.**

**Thank you,**

**Jasmin Ralph  
Clerk**

**Cc: Minister of Labour Kevin Daniel Flynn;  
Association of Municipalities of Ontario (AMO)  
All Ontario Municipalities**

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

A meeting of the Policies and Priorities Committee for the town of Tecumseh was held on Tuesday, October 10, 2017 at 5:00 in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario.

(PPC 2-1)

**ORDER**

The Mayor calls the meeting to order at 5:00 pm.

(PPC 2-2)

**ROLL CALL**

Present:	Mayor	- Gary McNamara
	Councillor	- Bill Altenhof
	Councillor	- Andrew Dowie [5:15 pm]
	Councillor	- Brian Houston
	Councillor	- Tania Jobin
	Councillor	- Rita Ossington
Absent:	Deputy Mayor	- Joe Bachetti
Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk & Manager Legislative Services	- Jennifer Alexander
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Public Works & Environmental Services	- Dan Piescic
	Director Parks & Recreation Services	- Paul Anthony
	Manager Strategic Initiatives	- Lesley Racicot

(PPC 2-3)

**DISCLOSURE OF PECUNIARY INTEREST**

(PPC 2-4)

**DELEGATIONS**

**Municipal GHG Challenge Fund**

Kris Taylor, Director Corporate Strategy and Sam Martin, Conservation & Market Analyst with Essex Energy Corporation give an overview of the Municipal GHG Fund, the preferred application process and eligibility, and lead application requirements. The members are informed that Tecumseh is recommended to be lead application as it has all of the up-to-date O.Reg. 397/11 reporting and CDM Plans.

The proposed application project is to combine municipal sustainable energy cells (MSEC) with electronic vehicle (EV) charging infrastructure needs. The application will request approximately 505 to 85% of total cost of proposed project [\$5M to \$8.5M].

The proposed outcomes include: Essex Energy owning solar PV for 27 years and the shareholder municipalities will own the EV charger infrastructures. Proceeds from a successful application will contribute to solar PV asset. More funding means lower electricity rates for the municipalities and fully funded EV infrastructure for the shareholder municipalities.

This collaborative project would result in the shareholder municipalities receiving substantial support for design and installation of EV infrastructure; saving substantial with respect to electricity rates over the long term; existing municipal

electricity load is offset by emission free power; all new municipal EV electricity load being offset by emission free power; realizing cost savings as a result of fossil fuel processes; and Essex Power Group owning and operating solar PV assets in line with its core business.

In response to an inquiry, the members are advised that not all shareholder municipalities are needed to support or participate in the project. If the application is not successful, the project may still be viable.

Mr. Taylor advises, in reply to a further query, that this project will benefit the Town's ratepayers through being a part of a community which is a leader and steward of the environment, in addition to tremendous operational savings.

Motion: (PPC-12/17)      Moved by      Councillor Rita Ossington  
Seconded by      Councillor Bill Altenhof

**That** the Chief Administrative Officer, Report No. 10/17, regarding the Municipal GHG Challenge Fund Application be brought forward on the Agenda.

Carried

Motion: (PPC-13/17)      Moved by      Councillor Rita Ossington  
Seconded by      Councillor Rita Ossington

**That** the Municipal GHG Challenge Fund Application be approved;  
**And that** the Town of Tecumseh be the lead applicant in the  
Municipal GHG Challenge Fund with Essex Power Corporation and  
the municipalities of LaSalle, Amherstburg and Leamington;

**And further that** up to \$15,000 be allocated in the 2018 Budget to support the partnership and application;

**And furthermore that** the Town of Tecumseh commit to complete a community-wide GHG inventory, targets and plan;

**As recommended by** the Chief Administrative Officer's Report 10/17 regarding the Municipal GHG Challenge Fund Application.

Carried

## Transit Service Proposal

Mr. Ernie Lamont explains his proposal to support transit services and bus shelters. He proposes a free bus service in the Town of Tecumseh, using two buses, through the sale of advertising space on the buses.

In reply to a query, Mr. Lamont comments on the discontinuance of advertising of advertisement in Windsor's bus shelters, and on how his advertising proposal would support the acquisition of additional buses to serve the Town and promote local commerce.

(PPC 2-5)

**COMMUNICATIONS**

None.

(PPC 2-6)

## REPORTS

Chief Administrative Officer, Report No. 10/17, Re: Municipal GHG Challenge Fund Application.

(PPC 2-7)

**NEXT MEETING**

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



(PPC 2-8)

**ADJOURNMENT**

Motion: (PPC-14/17)

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

**That** there being no further business to discuss, the Tuesday, October 10, 2017 meeting of the Policies and Priorities Committee be adjourned at 5:46 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk

**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, October 16, 2017, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 4:30 p.m.

(YAC 10-1)

**ORDER**

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

(YAC 10-2)

**ROLL CALL**

Members Present:	Member	- Brendan Froese
	Treasurer	- Andre Ducharme

Also Present:	Manager Committee & Community Services	- Christina Hebert
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Absent:	Member	- Ava Ruuth
	Vice-Chair	- Kristi Koutros

(YAC 10-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(YAC 10-4)

**DELEGATIONS**

None.

(YAC 10-5)

**COMMUNICATIONS**

**Minutes**

A) Youth Advisory Committee Meeting held September 18, 2017

Motion: (YAC-25/17) Moved by  
Seconded by

**That** the Minutes of the Youth Advisory Committee meeting held September 18, 2017, be approved.

Carried

(YAC 10-6)

**REPORTS**

None.

(YAC 10-7)

**UNFINISHED BUSINESS**

**Ontario 150 Partnership Program**

**Local Government Week**

(YAC 10-8)

**NEW BUSINESS**

(YAC 10-9)

**NEXT MEETING**

The next meeting of the YAC will be held on Monday, November 13, 2017, at 4:30 p.m.

(YAC 10-10)

**ADJOURNMENT**

Motion: (YAC-26/17) Moved by  
Seconded by

**That** there being no further business, the October 16, 2017, meeting of the Youth Advisory Committee be adjourned at 5:\_\_\_ p.m.

Carried

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Andre Ducharme, Treasurer

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Christina Hebert, Manager  
Committee & Community Services

**MINUTES OF A MEETING OF THE POLICE SERVICES BOARD  
FOR THE  
TOWN OF TECUMSEH**

The Police Services Board of the Town of Tecumseh convened in regular session on Thursday, October 12, 2017 at 4:30 p.m. at the Tecumseh Town Hall, 917 Lesperance Road, Tecumseh, Ontario.

(PSB 5-1)

**ORDER:**

Chair Christopher Hales called the meeting to order at 4:30 p.m.

(PSB 5-2)

**ROLL CALL:**

Present:	Chair	- Christopher Hales
	Vice Chair	- Fred Stibbard
	Member	- Eleanor Groh
Also Present:	OPP	- Inspector Glenn Miller
	OPP	- Acting Staff Sgt. Michael Gruszka
	Secretary	- CAO Tony Haddad
	Recording Secretary	- Ellen Preuschat

Mayor Gary McNamara was absent due to municipal business and Deputy Mayor Joe Bachetti was absent due to employment.

(PSB 5-3)

**DISCLOSURE OF PECUNIARY INTEREST:**

There was no pecuniary interest declared by a member of the Board.

(PSB 5-4)

**APPROVAL OF THE AGENDA:**

<u>Motion:</u>	(PSB 36/2017)	Moved by Member Eleanor Groh Seconded by Vice Chair Fred Stibbard
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**THAT** the members of the Police Services Board for the Town of Tecumseh approve the Agenda dated October 12, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 5-5)

**APPROVAL OF THE PREVIOUS MINUTES:**

<u>Motion:</u>	(PSB 37/2017)	Moved by Vice Chair Fred Stibbard Seconded by Member Eleanor Groh
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**THAT** the members of the Police Services Board for the Town of Tecumseh approve the Regular Minutes dated Thursday, September 14, 2017, as duplicated and delivered to the members thereof.

Carried.

(PSB 5-6)

**DELEGATIONS:**

None.

(PSB 5-7)

**OPP MONTHLY REPORT:**

Acting Staff Sgt. Gruszka provided highlights of the September 2017 OPP Report, now available in the new format with comparative information for all Essex County boards.

Inspector Miller reported that the Essex County OPP detachment had the highest number of traffic-related charges laid in the province during the recent holiday weekend enforcement campaign.

Acting Staff Sgt. Gruszka described various outreach initiatives the Essex County OPP has recently undertaken (i.e. "Coffee with a Cop"), and Chair Hales expressed interest in having similar events take place in Tecumseh.

Motion: (PSB 38/2017)

Moved by Member Eleanor Groh

Seconded by Vice Chair Fred Stibbard

**THAT** the OPP Report for the month of September 2017 be received.

Carried.

(PSB 5-8)

### **REPORTS**

1. *Christopher Hales, Chair, Re: OACP/OAPSB Zone 6 Meeting – October 11, 2017 in Chatham, ON*

Chair Hales distributed a report on the October 11, 2017 OACP/OAPSB Zone meeting and summarized the highlights, including an update on the revision of the *Police Services Act*, shortly to be in parliamentary review. He also noted that the coming year will be a major year for police contract negotiations due to the high number of contracts up for renewal in the province.

With respect to the police drone demonstration at the meeting by Chatham-Kent police, Inspector Miller advised that the OPP has 20 drones in use and a demonstration could be arranged for the board if requested.

Motion: (PSB 39/2017)

Moved by Vice Chair Fred Stibbard

Seconded by Member Eleanor Groh

**THAT** the report by Chair Christopher Hales on the OACP/OAPSB Zone 6 meeting held in Chatham, ON on October 11, 2017 be received.

Carried.

(PSB 5-9)

### **COMMUNICATIONS:**

#### **A – Action Required**

None.

#### **B – For Information Purposes**

1. *Ontario Association of Chiefs of Police and Ontario Association of Police Services Boards, Re: OACP/OAPSB Zone 6 Meeting on October 11, 2017 - Chatham, ON*
2. *Tony Haddad, CAO, Re: Letter to Public Appointments Secretariat re: Expiry of Provincial Appointment for Christopher Hales in 2018, September 25, 2017*
3. *Tony Haddad, CAO, Re: Sharing of OPP Monthly Reports among Essex County Police Services Boards, September 18, 2017*
4. *Essex County OPP, Re: Report to the Tecumseh Police Services Board for the Period of September 2017*
5. *Inspector Glenn Miller, Detachment Commander, Essex County OPP, Re: Essex County OPP 2017-2019 Action Plan, September 25, 2017*

The 2017-2019 Essex County OPP Action Plan will be added to the next meeting agenda for discussion, after members have had the opportunity for a thorough review.

Motion: (PSB 40/2017)

Moved by Member Eleanor Groh  
Seconded by Vice Chair Fred Stibbard

**THAT** the correspondence detailed as Items 1-5, B – For Information Purposes, be received.

Carried.

(PSB 5-10)

**OLD BUSINESS:**

1. 2018 Police and Police Services Board Budget

CAO Tony Haddad provided a summary of the proposed 2018 budget for Police and the Police Services Board.

Motion: (PSB 41/2017)

Moved by Vice Chair Fred Stibbard  
Seconded by Member Eleanor Groh

**THAT** the proposed 2018 budget for Policing of \$3,211,131, reflecting a 1.25% increase, and for the Police Services Board of \$47,205, reflecting a 2.29% increase, be approved by the Tecumseh Police Services Board, and be recommended for consideration and approval by Town Council.

Carried.

2. Policing Grants

CAO Tony Haddad reported that the implementation of the Policing Effectiveness and Modernization Grant (PEM) was recently deferred by the Ministry for an additional year. He noted that the Town supports the OPP in continuing with the existing grant programs in 2018/19, as this will provide additional time to adjust to the new grant application structure.

(PSB 5-11)

**NEW BUSINESS:**

1. Policy Committee

It was agreed that a Policy Committee meeting be scheduled in January 2018, following the review of the 2017-19 Essex County OPP Action Plan at the December 14, 2017 board meeting. The board's list of Local Initiatives will be brought forward for review at that time.

(PSB 5-12)

**NEXT MEETING**

The next meeting of the Police Services Board will be held Thursday, December 14, 2017 at 4:30 p.m.

(PSB 4-13)

**ADJOURNMENT**

Motion: (PSB 42/2017)

Moved by Vice Chair Fred Stibbard  
Seconded by Member Eleanor Groh

**THAT** there being no further business to discuss, the October 12, 2017 meeting of the Tecumseh Police Services Board adjourn at 5:32 p.m.

Carried.

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Christopher Hales, Chair

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Tony Haddad, Secretary



## THE CORPORATION OF THE TOWN OF TECUMSEH

Chief Administrative Officer  
Report No. 11/17

**TO:** Mayor and Members of Council

**FROM:** Chief Administrative Officer

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Strategic Priorities Update

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### **RECOMMENDATIONS**

It is recommended that:

1. The Chief Administrative Officer's Report No. 11/17 regarding progress on the Strategic Priorities established by Council in January 2017 be received.

### **BACKGROUND**

At the 2017-2018 Strategic Planning and Priority Setting Session held on January 17, 2017, senior management staff briefed Council on Town initiatives and practices. Council members offered their perspectives and feedback. An external facilitator supported staff in collating the information. This information was synthesized into overarching strategic goals that are supported by priority areas of focus and strategic action items that can facilitate implementation that were presented to Council on March 14, 2017. The Strategic Priorities and progress are outlined as follows:

**Strategic Goal #1: Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers**

Priority Areas of Focus	Strategic Action Items
Economic Development in Tecumseh	<ul style="list-style-type: none"><li>• Recognize the importance of revitalization to encourage vibrant and engaging commercial areas that provide a range of goods and services to residents and businesses and to attract further investment and redevelopment.</li><li>• Partner with existing local businesses and the BIA to assist with planning and development requirements, to accelerate opportunities for business expansion.</li><li>• Recognize the importance of the existing employment base and support opportunities for onsite expansion and relocation within Tecumseh.</li><li>• Support employment attraction efforts in order to increase range of employment opportunities and encourage job creation.</li><li>• Ensure Tecumseh is a desirable municipality to live, work and invest.</li></ul>

	<ul style="list-style-type: none"> <li>• Support small business development and commercial success by sharing economic development information</li> <li>• Identify opportunities in the energy and resource-recovery fields.</li> <li>• Partner with businesses, land-owners, utilities and other public authorities to generate economic activity and employment and / or reduce the cost of energy and environmental degradation.</li> <li>• Support small business development and success by sharing information from economic development agencies relevant to their activities.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Ongoing implementation of the Tecumseh Road Main Street Community Improvement Plan (“CIP”) that was adopted in January 2016. More than \$250,000 has been distributed since its inception. Administration is currently waiting on details for National and Provincial funding programs to bring forward for Council consideration and approval.</li> <li>• Five CIP Financial Incentive Applications were filed for and approved by Council in 2016, of which two were ultimately paid-out and the other three involve works in-progress. In the first six months of 2017, four CIP Financial Incentive Applications were granted with a total value of \$110,120.</li> <li>• The Tecumseh Road Main Street CIP Streetscape Plan progressed throughout the year, including a number of stakeholder meetings and milestone presentations to Council. Potential for private driveway consolidations and creation of cross-access arrangements are being investigated in order to finalize the streetscape design and to optimize new on-street parking.</li> <li>• Completed Phase 2 of the Shawnee Road/Arbour Street improvements.</li> <li>• Installation of sanitary sewers on Pulleyblank, Crowder and Moro was completed in July 2017.</li> <li>• Continued investment in infrastructure to attract new business investment in the old town and Oldcastle communities continues.</li> <li>• Tax, water and wastewater rates continue to be among the lowest in the area while supporting municipal services at above average levels.</li> <li>• Ongoing coordination with Tecumseh BIA on a strategic plan and sharing of information across all social media channels.</li> <li>• Visits with local businesses to encourage them to use the Tecumseh APP to promote their businesses to users.</li> <li>• Coordination with Windsor Essex Economic Development Corporation to encourage investment and sharing of information on Tecumseh.</li> <li>• Manning Road Secondary Plan Area-Specific Development Charge By-law was denied by the Ontario Municipal Board (OMB), resulting in ongoing meetings to evaluate potential next steps to facilitate the appropriate, efficient and economical servicing and development of this area.</li> <li>• The Town was successful in obtaining OCIF and CWWF grants to assist in funding sewer rehabilitation projects. This includes a grant to remove inflow and infiltration in flood prone areas of Town. Fog testing began the week of October 16, 2017.</li> <li>• Assisted the Tecumseh BIA in organizing a Night Market that showcased local businesses on July 28, 2017 at the Tecumseh Town Plaza.</li> <li>• Parks and Recreation Department worked with Tecumseh BIA to host the annual “Fall Into Health” event at Lakewood Park in September 2017.</li> </ul>
Tecumseh’s Role as Part of a Region	<ul style="list-style-type: none"> <li>• Explore ways to leverage benefits of regional growth and development, including promoting the upgrading of Manning Road as a regional</li> </ul>



	<p>economic and transportation artery.</p> <ul style="list-style-type: none"> <li>• Encourage Tecumseh to play a leadership role, in cooperation with other municipalities in the County, the City of Windsor, and across Southwestern Ontario, to promote economic growth and development.</li> <li>• For some issues designated by Council, which go beyond the mandate of the municipal corporation, the Council should play a leadership role for the community and in the region, convening organizations that serve the community and the region, in support of common goals and objectives.</li> <li>• Applied for grant funding under the Ontario Municipal Commuter Cycling program to implement a number of cycling infrastructure projects that will connect to Windsor and Essex County as part of the CWATS plan.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Continue to liaise with partner municipalities and Windsor-Essex Economic Development Corporation (WEEDC). Manager Strategic Initiatives meets regularly with WEEDC and economic development representatives from other municipalities in Essex County to share ideas and support investment.</li> <li>• Manager Strategic Initiatives also participates in bi-monthly meetings with Tourism Windsor-Essex Pelee Island to promote Tecumseh and contribute to ongoing tourism promotions in the region.</li> <li>• In partnership with Ontario Ministry of Transportation, Essex Region Conservation Authority, and Rotary, the Town was successful in completing a trail connection and a new trail Hub that opened on October 14, 2017. The trail connects the Chrysler Greenway westerly to the Rt. Hon. Herb Gray Parkway Trail.</li> <li>• Explored BIA Associate Membership Program. Council approved this concept. Enrollment of members to be addressed by BIA.</li> <li>• Active partnership with the Healthy Kids Community Challenge regional program funded by the Province of Ontario.</li> <li>• Memorial Cup visited the Town of Tecumseh Arena for “Tecumseh Day” and events were included at the Arena to encourage residents to attend. This also included Tecumseh being the featured municipality at the WFCU Centre during the game.</li> </ul>
Tecumseh’s Development as a Sustainable Community	<ul style="list-style-type: none"> <li>• Recognize the cultural and natural heritage of Tecumseh and leverage these attributes to create a sense of place and pride, for existing residents and newcomers, and to enhance Tecumseh’s distinctive regional image.</li> <li>• Encourage a range of housing options in the context of new development.</li> <li>• Explore opportunities to promote housing options that will appeal to young families and to active seniors with the new Official Plan.</li> <li>• Create a development landscape that reinforces the character and attributes of Tecumseh.</li> <li>• Draw on the strengths of past activities in order to inform future decisions.</li> <li>• Support growth that enhances Tecumseh as a complete community.</li> <li>• Bring forward an Energy Plan for the Municipal Corporation, including municipal buildings.</li> <li>• Consider developing a multi-faceted “Green Plan” for Tecumseh, including: <ul style="list-style-type: none"> <li>○ Outlining alternative models of waste collection, waste reduction and waste diversion based on the successful experience of other municipalities;</li> <li>○ Encourage community-wide energy conservation (and possibly energy generation and distribution);</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Implement improved community environmental protection (such as measures to promote conservation, and to make water, wastewater and stormwater systems more resilient and households less vulnerable to the global rise in “peak” weather events); and,</li> <li>○ Partner with local, regional, provincial and federal organizations to assist in encouraging residents and businesses to think and act “green”.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Town Energy Conservation &amp; Demand Management (ECDM) Plan adopted March 30, 2015.</li> <li>• ECDM Plan initiatives completed during 2017: Quarterly corporate newsletter launched with March 2017 first edition – providing Town employees information on how to conserve energy and reduce GHG emissions at home and at work.</li> <li>• Walk-through audits to be conducted by Energy Team during 2017 include: Lacasse outdoor pool and Fire Hall #2.</li> <li>• Annual report to Council, (first completed May 2017) to provide: update on progress towards ECDM Plan energy reduction and GHG reduction targets, recommended projects for current year and potential projects being considered for future implementation. Project recommended for 2017 is LED conversion of Arena parking lot light fixtures – to be completed in 2017.</li> <li>• Energy audits were completed for the four largest energy consuming facilities, including Arena, Town Hall, Fire Hall #1 and OPP Station. Recommendations from those audits to be implemented during 2017/2018 as part of the Arena Five-Year Capital Plan include installation of a Refrigerant de-superheater at the arena and implementation of a Building Energy Management System at the arena to optimize HVAC operations. Recommendation from the Fire Hall audit to be implemented during 2017 as part of the Facilities Five-Year Capital Plan includes replacement of garage doors that will include double thermal pane windows.</li> <li>• Regularly scheduled replacement of HVAC equipment will improve energy efficiency and reduce GHG emissions; eg. Parks Building furnace and air conditioner were replaced during 2017, improving unit operating efficiency from 65% to 85%. Similarly, old heating units were replaced at Fire Hall #2 and the Public Works Building (North).</li> <li>• Banwell Road Black Area Settlement Provincial Plaque (aka Smith Cemetery) and creation of a Storyboard Plaque Policy completed.</li> <li>• Various housing developments: <ul style="list-style-type: none"> <li>i. Strawberry Ridge Phase IV, 4 of 19 single unit dwelling lots remaining;</li> <li>ii. Estates of Lakewood, 13 of 87 single unit dwelling lots remaining, 12 townhomes completed;</li> <li>iii. Petretta (Lakewood Condo Phase II) 59 unit/5 storey condominium completed;</li> <li>iv. Carmalita Court (former St. Anne High School South Campus), 30 of the 48 dwelling units (comprising townhomes and semi-detached units) are currently occupied, with the balance under construction;</li> <li>v. Masotti two 6-unit apartment buildings commenced construction at corner of Lesperance Road and Lanoue Street;</li> <li>vi. Approval of amendments to Official Plan and Zoning By-law permitting a total of 96 multi-storey residential condo units in two proposed buildings on the south side of Tecumseh Road, west of Shawnee Road (Bernat and Campeau proposals).</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>• Ongoing implementation of Tecumseh CIP which encourages mixed-use development (commercial, institutional and residential) that is pedestrian oriented.</li> <li>• Secondary Plans: <ul style="list-style-type: none"> <li>i. Manning Road Secondary Plan Area-Specific Development Charge was adopted in October 2015 intended to facilitate commencement of development of this Secondary Plan area with a range of residential development, parks and trails all of which will be integrated with the surrounding neighbourhood. This by-law was denied by the OMB and efforts are now underway to re-establish a “go-forward” plan;</li> <li>ii. Tecumseh Hamlet Secondary Plan: the final transportation and stormwater management issues are largely resolved and now final revisions to the Plan are required for integration into the new Official Plan.</li> </ul> </li> <li>• New Official Plan: Two Open Houses were held in late 2016 for public input on the eleven Discussion Papers. The first draft of the New Official Plan is nearing completion and anticipated to be tabled with Council in the fourth quarter of 2017.</li> <li>• Adopted amendments to the Official Plan and Zoning By-law to facilitate the development of 21.6 hectares for an industrial subdivision/business park (Del Duca property in Oldcastle) are subject to an OMB hearing in November 2017.</li> <li>• Due to the OMB decision, consideration is being given to revising the adopted functional servicing plan for the Manning Road Secondary Plan Area which is causing reconsideration of how to proceed in Tecumseh Hamlet Secondary Plan Area.</li> <li>• Preparing a Development Manual, still in draft stage, engineering component is complete.</li> <li>• Working with Essex Energy to secure a grant under the Municipal GHG Challenge Fund to construct a large solar power cell area to supply power to Tecumseh, LaSalle, Amherstburg and Leamington. Future grant funds would be used for electric vehicle charging to support potential electric fleet vehicles.</li> </ul>
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**Strategic Goal #2: Ensure that the Town of Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making**

Priority Areas of Focus	Strategic Action Items
Tecumseh as a Fiscally Sustainable Town	<ul style="list-style-type: none"> <li>• Ensure that “growth pays for growth”.</li> <li>• Make efforts to align existing and new infrastructure plans with sound environmental policies, responsible fiscal considerations, and best practices (engineering, planning).</li> <li>• On an ongoing basis, review opportunities for budget efficiencies and accommodation of affected rate payers that can support long-term infrastructure maintenance and expansion.</li> <li>• In developing plans to fund new infrastructure, review the Town’s good experience with funding the full lifecycle cost of existing infrastructure:</li> <li>• Consider adding new categories of infrastructure not covered by the existing lifecycle approach;</li> </ul>

	<ul style="list-style-type: none"> <li>• Examine the need for reductions or increases in the level of contributions to individual reserves, based on past performance, changed projections and competing fiscal demands.</li> <li>• Have the vision to undertake major new infrastructure priority projects, such as the Sportsplex, the Tecumseh Road Community Improvement Plan or expansion of the trails and sidewalk networks:</li> <li>• By maximizing the financial contributions from government grants and transfer payments, and from community fundraising and private contributions; and,</li> <li>• By ensuring that more of the net cost of long-lived infrastructure is borne by both current and future users.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Development charges adjusted annually using the Statistics Canada Quarterly Construction Price Index.</li> <li>• Updates to the Asset Management Plan are nearing completion. The update will incorporate: 1) new studies including DC update, Roads and Bridges Needs studies, Culvert Needs study, Facilities Condition Assessment report, Water and Wastewater Rate update, asset categories including, 2) new categories of assets including Pump Stations, the Water Tower, Buildings and Fleet.</li> <li>• Lifecycle contributions reviewed as part of the annual budget process.</li> <li>• In addition, the “Financing” chapter of the Asset Management Plan includes a reserve analysis with a 20 year forecast of reserve balances. The forecast will serve as an indicator of the long-term adequacy of individual reserve contributions.</li> <li>• Purchasing Policy was updated to maintain compliance with legislative trends, provide for increased use of the electronic environment to improve efficiencies and increase delegation of authority with respect to tender award approval limits.</li> <li>• Continue to secure sponsorship to provide free or low-cost programs and events to local residents.</li> <li>• Manage funding programs that provide financial support for low-income residents to participate in recreational programs (P2P/Jumpstart).</li> <li>• Continued researching ways to lower the carbon footprint of the municipality and still be fiscally responsible.</li> <li>• Continued the practice of purchasing the most energy efficient equipment and products to keep the municipal operation sustainable.</li> <li>• With the outcome of the OMB decision, there is now a reconsideration of how to proceed with future development and the introduction of a servicing strategy that is efficient, effective and equitable for all developers in the Manning Road Secondary Plan Area.</li> <li>• Continued implementation of Tecumseh Road Main Street CIP through approval of a number of incentive applications and ongoing design work for the Tecumseh Road Main Street CIP Streetscape Plan and Design.</li> <li>• Continue to work on the five year update to Parks &amp; Recreation Master Plan with important focus on a comprehensive Trails Master Plan that could be used to apply for available grants that would encourage more walking and biking opportunities. This includes an application to the Ontario Municipal Commuter Cycling Program. Total grant request was for \$4.8 M.</li> </ul>
Tecumseh’s Role in Creating an Accessible Community	<ul style="list-style-type: none"> <li>• Promote equity of access to municipal resources from all parts of the Town (geographic, demographic, physical accessibility, etc.).</li> <li>• Explore the feasibility of increasing the Town’s telecommunications</li> </ul>

	<p>connectivity in its neighbourhoods and facilities.</p> <ul style="list-style-type: none"> <li>• Wherever possible, implement opportunities for increased accessibility.</li> <li>• Identify and act proactively to comply with expanded legal obligations to meet the needs of those with accessibility needs.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• 2016-17 Accessibility Plan implemented.</li> <li>• Adopted Multi-Year Accessibility Plan to aid in meeting the goal of being an accessible community by 2025.</li> <li>• The Town has solicited the services of “Site Improve” which performs a complete weekly audit of our website and identifies any accessibility issues.</li> </ul>

**Strategic Goal #3: Integrate the principles of health and wellness into all of the Town of Tecumseh’s plans and priorities**

Priority Areas of Focus	Strategic Action Items
Strong and Stable Neighbourhoods	<ul style="list-style-type: none"> <li>• Encourage growth that supports complete and liveable neighbourhoods for existing and future residents.</li> <li>• Improve the opportunities for increased connectivity within and between neighbourhoods (e.g. trail networks), to support an improved pedestrian and cycling environment.</li> <li>• Make trails and trail connectivity a priority for the Town in its operating and capital budgets.</li> <li>• Support a safe pedestrian environment for all residents.</li> <li>• Promote health and wellness goals within the neighbourhood planning context.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Conducting trail development plans through the preparation of a Trail Master Plan flowing from the Parks &amp; Recreation Master Plan.</li> <li>• Town’s Ontario Municipal Cycling Infrastructure Program Application was approved by MTO for a \$325,000 grant towards the construction of the extension of the Regional Greenway westerly to the Rt. Hon. Herb Gray Parkway Trail in conjunction with ERCA and County of Essex. Trail completed and opened in October 2017.</li> <li>• Design work underway for a CWATS trail to be located along Riverside Drive from the Tecumseh/Windsor Municipal Boundary to Manning Road. First public open house held in September 2017. Public consultation continues with an updated plan expected in 2018.</li> <li>• Completed all outstanding work at Lakewood Park, especially the outdoor fitness equipment, climbing rock and all walking trails. These improvements have been well received with high number of residents visiting the park on a regular basis. This work also included the completion of the disc golf course in partnership with local enthusiasts which has resulted in a number of events occurring on the course. Lakewood Café rents discs for use at the park.</li> <li>• Introduced an Earth Day event at Lakewood Park.</li> <li>• Continued to liaise with municipal partners on the CWATS initiatives and recently celebrated the CWATS Charter in conjunction with Canada 150 celebration.</li> <li>• Began the first phase of a naturalization area within Lakewood Park as part of the first Tecumseh Earth Day celebration. This naturalized area will be open to the public to explore nature in a less manicured setting. The area will be expanded in future years as part of annual Earth Day events.</li> </ul>



	<ul style="list-style-type: none"> <li>Numerous tree planting initiatives were undertaken to increase and improve the Town's urban forest. The Parks Department was actively involved in planning street tree planting along new and refurbished streets, most notably Hayes Avenue adjacent to Lakewood Park which will see 180 trees planted in the new subdivision. The Town has a vision of ensuring all of the new and refurbished streets adhere to a sustainable format with sidewalks, trails and trees all integral to the design.</li> <li>Public Works and Environmental Services Department has extended various sections of sidewalks throughout Town to enhance pedestrian safety.</li> <li>Continued to liaise with municipal partners on the CWATS initiative.</li> <li>All new accessibility sidewalk ramps being installed as part of AODA compliance.</li> </ul>
Comprehensive Community Services	<ul style="list-style-type: none"> <li>Facilitate targeted programming that responds to the needs and demographics of users.</li> <li>Promote or support a wide range of indoor and outdoor recreation and leisure opportunities in order to encourage community development.</li> <li>Move ahead with planning for a community-building, multi-functional community Sportsplex, with the following considerations: <ul style="list-style-type: none"> <li>Examine the need for reductions or increases in the level of contributions to individual reserves, based on past performance, changed projections and competing fiscal demands.</li> <li>Seek firm, prior assurances of capital grants from other governments, covering a majority of the capital cost of the facility;</li> <li>Encourage compatible participation / contributions from institutional, non-profit or commercial partners if they reduce the cost to Town taxpayers;</li> <li>Ensure prior and committed, substantial community fundraising, as a demonstration of community support and to reduce the projected capital and operating costs of the facility;</li> <li>Develop financing models that cushion the impact on tax rates, and that distribute the capital costs equitably over the useful life of the facility; and</li> <li>Design a facility that serves both a local and a regional market, in a fashion that complements and does not compete with other regional recreational facilities.</li> </ul> </li> <li>Support and encourage improved Emergency Response Planning.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>Continued to facilitate programming that responds to the needs and demographics of users.</li> <li>Promoted and supported a wide range of indoor and outdoor recreation and leisure opportunities to encourage community development.</li> <li>Annual recreational programs successfully developed including Summer Day Camp, swim and recreational skating programs, urban poling program, tennis and pickleball court program, and In Motion Community Walk.</li> <li>Introduced new events including Earth Day and National Health &amp; Fitness Day.</li> <li>Enhanced Canada Day celebration over a three day period in celebration of Canada 150.</li> <li>Continued to offer flexible ice rental opportunities such as half and one-</li> </ul>

	<p>third ice surface to suit the training needs of small groups.</p> <ul style="list-style-type: none"> <li>• Partnered with Powertech Hockey to introduce new “Floor Ball” program.</li> <li>• Engaged members of the Youth Advisory Committee to participate and assist in community events.</li> <li>• Continued review of Emergency Plan – updated exercise.</li> <li>• Ongoing public education and awareness of community emergencies and Fire Safety (information pamphlets circulated). Annual Fire Prevention Week Open Houses in October had approximately 2,000 in attendance over 4 nights.</li> <li>• Increased electronic and social media posts on emergency preparedness and coordination with emergency services on sharing of details for ongoing information.</li> <li>• Meeting goals regarding training members of the Emergency Operation Centre, particularly new participants.</li> <li>• Upgrades made to Emergency Operation Centre.</li> <li>• First municipality in Essex County to implement a new and improved Citizen Mass Notification system that proved essential during the September 2016 rain event.</li> </ul>
Tecumseh’s Diversity and Inclusivity	<ul style="list-style-type: none"> <li>• Encourage policies, programs and services that reflect the needs of existing residents and newcomers.</li> <li>• Celebrate the Town’s diverse nature, landscape and neighbourhoods.</li> <li>• Encourage special events and community festivals to promote inclusivity.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Various Special Events and Community Festivals successfully delivered and scheduled throughout the year including: Family in Motion Day; Sports Tournaments; March Break In Motion Week; Community Festivals: Taste of Tecumseh, Rotary Club Fish Fry, Corn Festival; Walk-A-Thons, Cross County events, Triathlons; National Health &amp; Fitness Day; Summer Concert Series; Canada 150 Weekend Celebration; Outdoor Movie Night; Christmas in Tecumseh &amp; Santa Claus Parade; and, Breakfast with Santa.</li> <li>• Organized a Soiree Coffee House in partnership with L’Essor to recognize the partnership of the Town and L’Essor on the Centre des Arts— Tecumseh Arts Center.</li> <li>• Continual consultation with the Youth and Senior Advisory Committees on planning programs and events that meet the needs of the community.</li> <li>• Hosted a “Fraud for Seniors” education workshop in partnership with the OPP.</li> <li>• Researched and compiled a list of services offered in Windsor Essex County to showcase what is available to seniors in the areas of health and wellness, social, well-being, etc.</li> <li>• Coordinated a Scavenger Hunt at Lakewood Park as part of the Town’s Earth Day Activities on April 22.</li> <li>• Sponsored a DJ to enhance the Rock &amp; Swim at the Tecumseh Leisure Pool on June 30.</li> <li>• Engaged youth to participate in the Community Chalk Tweet, centred around the Canada 150 theme, to celebrate social media’s impact on global communication on June 30.</li> <li>• Engaged members of the community in painting tiles to form a Mosaic in recognition of the Canada 150 and to link the Town with other participating communities across the country.</li> <li>• Successfully obtained a Senior’s Grant to allow for members of the community to engage in Life After Fifty (LAF) programs and events, and who may not otherwise be able to participate by offering free passes and</li> </ul>

	<p>transportation and to educate older adults on the various ways to participate in the community by engaging in active, healthy and social programming benefits offered by LAF.</p> <ul style="list-style-type: none"> <li>• For Culture Days September 29-30 and October 1, partnered with the TAHS in hosting Heritage Craft Workshops in celebration of Canada 150.</li> <li>• Sponsorship of the Windsor Symphony Orchestra's Concert Series.</li> </ul>
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**Strategic Goal #4: Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses**

Priority Areas of Focus	Strategic Action Items
Improved Communication	<ul style="list-style-type: none"> <li>• Reaffirm Council and Staff's commitment to a culture of transparency, openness and accessibility.</li> <li>• Identify and comply with the new Ontario-wide statutory obligations for greater transparency in the conduct of municipal business across Ontario.</li> <li>• Commit to constructive, two-way dialogue.</li> <li>• Promote transparency through improved communication with residents, 'leveraging' all existing and emerging communication tools, including the Tecumseh Town "App", to achieve better communications across multiple platforms for a higher level of community engagement.</li> <li>• Update the website, to reduce stagnant or out-of-date material and encourage departments to conduct regular reviews of the information being made available to the public.</li> <li>• Share answers to standard questions during relevant periods via social media. For instance, questions about snow removal in anticipation of weather changes.</li> <li>• Engage other partners, like businesses, organizations and other stakeholders in a more active fashion to promote fuller communication and targeted dialogue for community input and engagement.</li> <li>• Explore the community outreach potential of additional resources like the waste management calendar, the water bill insert, or the Parks and Recreation Guide, to include relevant information throughout the year.</li> <li>• Attend community events like the Night Markets and Corn Festival with a "booth" to share information and encourage dialogue from members of the public.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Introduced new Recreation Registration Software that enhances customer service by providing online registration option.</li> <li>• Production of Summer Activity Guide.</li> <li>• Development of the quarterly Energy Management Newsletter to promote "green" ideas to staff.</li> <li>• Amendments to Procedural By-law to provide increased clarity and put into policy more notification of meetings to the public through social media, compliance with Bill 68, improved transparency and public engagement.</li> <li>• Increased postings to website and social media channels to increase outreach via electronic methods. Analytics shows that residents are using these sites for communication.</li> <li>• Increased use of social media for road closures, construction updates, service delivery disruptions and information of interest to residents.</li> <li>• Introduced a summer events postcard delivered to students in Tecumseh schools with information on how to connect with the Town included.</li> <li>• Increased numbers of followers on social media in the two weeks following</li> </ul>



	<p>the delivery of the postcards.</p> <ul style="list-style-type: none"> <li>• Construction tender for new gateway signs on Highway 401 awarded and work is underway.</li> <li>• Signs will be installed in every park clearly stating the park name and address, allowing residents to identify exactly where they are in case they need to call 911 for assistance. Signs will also communicate key components of the Parks By-law, stating restricted activities in the parks, such as keeping dogs on a leash, and clearly stating the hours of operations. This improved communication will allow for improved enforcement of the by-laws when required.</li> <li>• Continue to investigate a new Records Management System.</li> <li>• Updates to the website to reduce stagnant or out-of-date material and encourage departments to conduct regular reviews of information available to the public.</li> <li>• Website committee has met to go over areas of the website and to identify areas that need to be updated.</li> <li>• Citizen Satisfaction Survey will be conducted in last two months of 2017.</li> </ul>
Meaningful Opportunities for Participation	<ul style="list-style-type: none"> <li>• Evaluate opportunities for enhanced participation in Town policy making, through such methods as individual and stakeholder consultations.</li> <li>• Inspire the citizens of Tecumseh to look ahead to a common prosperous and sustainable future.</li> <li>• Going beyond Council delegations: use new innovative methods and technological platforms to facilitate engagement.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Corn Festival RFP released in an effort to transfer the Tecumseh Corn Festival from a municipal event to a sustainable community organized and independently operated event.</li> <li>• Following the successful introduction of a pre-budget consultation survey for the 2016 budget process, the survey was continued in 2017 with approximately 75 completed surveys returned.</li> <li>• CIP Streetscape Plan and Design process transitioned from broad public consultation to focused stakeholder/property owner meetings.</li> <li>• Online surveys continue to be used for projects of public interest including the Riverside Drive Multi-Use Trail project, the August 2017 flood and the 2018 budget consultation process.</li> </ul>
Efficient Town Operations	<ul style="list-style-type: none"> <li>• Undertake an asset management review, to update the Town's pioneering work in asset management planning.</li> <li>• Develop and launch a formal Continuous Improvement Program, aimed at ensuring efficiency, rewarding innovation and productivity improvement, and allocating Town resources in line with the Town's priorities.</li> <li>• Participate in inter-municipal benchmarking and sharing of innovation and best practices.</li> <li>• Ensure policy and budget choices support the maintenance of a competitive tax rate.</li> <li>• Facilitate appropriate service-utility levels and links with cost-of-services and program charges.</li> <li>• Encourage members of Council to share the regular requests for service that they receive from constituents, via existing tools.</li> <li>• Start a regular question-and-answer program, available electronically, to share concerns of all residents broadly.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Received eighth consecutive GFOA Distinguished Budget Presentation Award.</li> <li>• Recruited and filled three student positions in Public Works and</li> </ul>

	<p>Environmental Services.</p> <ul style="list-style-type: none"> <li>• Hired two summer students in Finance.</li> <li>• Carrying out in-house updates to the Asset Management Plan. Draft plan to be available 1st quarter of 2017.</li> <li>• Continuation of the successful DWQMS program for effectiveness in providing safe drinking water for consumers. Continues with high degree of success.</li> <li>• Multi-Use Sportsplex Feasibility Study and Business Case presented to Council in May 2016 and approved in principle. Further design work and financing plan to be developed. Administration is currently waiting on details for National and Provincial funding programs to bring forward for Council consideration and approval.</li> <li>• Exploring the use of technology to derive Key Performance Indicators (KPI's) as a measurement tool.</li> <li>• Improved delivery of services in the Corporate Services &amp; Clerks Department with the creation of two new positions: Manager Committee &amp; Community Services and Deputy Clerk &amp; Manager Legislative Services.</li> </ul>
Tecumseh's Customer Service	<ul style="list-style-type: none"> <li>• Improve service delivery models to ensure satisfactory response times and service outcomes.</li> <li>• Commit to annual customer satisfaction survey and feedback mechanisms, including greater detail to support analysis and responsiveness.</li> <li>• Review detailed comments within the recent Community Satisfaction Survey, to identify suggestions leading to improvements in decision-making, service- delivery and cost-containment.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Parks Department is committed to responding to residents requests for routine tree service on Town owned trees in a timely and efficient manner. The goal is to inspect trees within one month of the resident trimming request and to have the trees trimmed within three months of the request. Trees deemed to be more hazardous will be inspected as quickly as possible and action taken as needed to minimize risk to people and property.</li> <li>• Responses to social media inquiries handled as quickly as possible with positive feedback from residents.</li> <li>• Manager Strategic Initiatives, in partnership with Public Works, responded to various flooding inquiries following the August 2017 flood to assist residents with questions regarding backflow preventers.</li> <li>• Additional questions from residents to members of council, administration and through social media channels are responded to within 24 hours during the week and 48 hours on the weekend/over holidays.</li> </ul>

**Strategic Goal #5: Demonstrate the Town of Tecumseh'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**

Priority Areas of Focus	Strategic Action Items
Tecumseh's Culture of Collaboration	<ul style="list-style-type: none"> <li>• Further enhance good Council/Staff relations, based on continuing support for Council/Manager form of municipal government.</li> <li>• On a regular basis, share publicly the outcomes of community and stakeholder engagement activities, in part to demonstrate that the Town is listening.</li> </ul>

Progress	<ul style="list-style-type: none"> <li>• Worked with Corn Festival Committee to deliver successful event.</li> <li>• Promotion of recreational events through social media.</li> <li>• Council/Administration Monthly Meetings.</li> <li>• Continue to encourage improved information sharing through the introduction of new systems, tools and Communication Policy.</li> <li>• Advertising in both the Shoreline Week and Essex Free Press.</li> <li>• Cross posting of all information through electronic channels and sharing of information from other Town social media channels.</li> </ul>
Voter Engagement in Tecumseh	<ul style="list-style-type: none"> <li>• Promote community engagement.</li> <li>• Continue to promote voter participation through alternative voting methods.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Ward Boundary and Council Structure Review consultations were completed and approval given to a new 5 Ward System with a Councillor Representative for each Ward.</li> <li>• Implemented communication strategies to reach out to public on electronic channels as well as utilize the website more effectively. Also included alternative methods of communication like the Night Market and pop-up booth at local business.</li> </ul>
Policy Coherence and Compliance	<ul style="list-style-type: none"> <li>• Improve integration of key corporate decision-points and documents (Strategic Plan, Budget, Official Plan, project and departmental operating plans).</li> <li>• Improve opportunities for briefings, tracking of initiatives, use of dashboards and performance reporting.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Systems review for enhanced issues tracking and communications completed. Implementation of changes, modifications and process improvements underway.</li> </ul>
Maintain "Team Tecumseh"	<ul style="list-style-type: none"> <li>• Ensure Tecumseh is, and is perceived as, an employer of choice.</li> <li>• Take measures to attract, train, retain and ensure proper succession planning, in anticipation of high turn-over due to aging of work force.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Ongoing efforts to maintain Town's stature and competitiveness.</li> <li>• Wellness Committee Programs.</li> <li>• Gord Smith Healthy Workplace and Bike Friendly Workplace Awards.</li> <li>• Continuing support of professional development for Senior Management Team members interested in career advancement.</li> <li>• Hosting of Interns from the University of Windsor, Political Science Masters' Program.</li> <li>• Hosting of co-operative education students from St. Clair College and special needs students offering meaningful workplace experience.</li> </ul>
Strategic Relationship Building	<ul style="list-style-type: none"> <li>• Actively cultivate relationships with key stakeholders in order to maintain and build partnerships.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Partnership with St. Clair College Men's Baseball Team.</li> <li>• Continued to work with local school boards on joint use agreement for facilities/sports fields.</li> <li>• L'Essor Hockey Academy at the Tecumseh Arena.</li> <li>• Continue to work with local service clubs on community programs.</li> <li>• Networking with community stakeholders and municipal sector colleagues on matters of municipal interest.</li> <li>• OPP Discussion Group to address community policing matters.</li> <li>• WEEDC attraction opportunities and Ombudsman connection.</li> <li>• Continue to work with local school boards on joint use agreements for</li> </ul>

	<p>facilities/sports fields.</p> <ul style="list-style-type: none"> <li>• Continue to work with local service clubs on community assistance programs.</li> <li>• Working with Life After 50 to provide elderly residents with recreational activities and social activities.</li> </ul>
Effective Intergovernmental Relations	<ul style="list-style-type: none"> <li>• Build opportunities for policy and funding partnerships with the Governments of Ontario and Canada.</li> <li>• Actively participate in Municipal Associations and municipal policy development.</li> <li>• Continue to be a good neighbour at the County and regional level.</li> </ul>
Progress	<ul style="list-style-type: none"> <li>• Input on policy matters provided to senior government contacts. Regular meetings with Ministry of Municipal Affairs and connections with federal partners.</li> <li>• CAO participates on AMCTO, OMAA and AMO project teams, board and/or committees. Also is co-chair of ONWARD initiative.</li> <li>• Interaction with County and Regional colleagues on sector matters of mutual interest, including participation on Committees: Essex Region Source Protection Committee policy implementation; CWATS Implementation; County-Wide Study on Farm Lot Sizes; and Intermunicipal Planning Consultation Committee; updates to Regional Intensity Duration Frequency rainfall curves to adapt to climate change; creation of a regional Stormwater Guide Manual.</li> <li>• Director Corporate Services &amp; Clerk actively participates in Essex County Clerks and HR group meetings on matters of related interest, sharing of best practices and service delivery.</li> </ul>

## **COMMENTS**

It is recommended that the progress outlined in this report be received.

As priorities are not intended to communicate everything that the Town plans to achieve by the end of 2018, they should not be static; if the strategic environment changes, then priorities may need to be adjusted. Progress reports on the implementation of the strategic actions and priorities will continue to be provided to Council.

Finally, it is critical that the leaders of the municipality, both elected and administrative, understand the priorities when considering the policies and future direction of the municipality. The elements of a strategic document identify the Town's priorities, which in turn provide the framework for the allocation of funds, development of work plans, reports and dedication of resources.

## **CONSULTATIONS**

Chief Administrative Office

## **FINANCIAL IMPLICATIONS**

No financial implications at this time. However, budget resources will be required as specific action items are addressed.

## **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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Lesley Racicot  
Manager Strategic Initiatives

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

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## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 37/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Renewal of Cat Intake Agreement with the  
Windsor-Essex County Humane Society for 2018

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### **RECOMMENDATIONS**

It is recommended that:

1. The Clerk be authorized to execute the Cat Intake Agreement (Agreement) with the Windsor-Essex County Humane Society (WECHS) for 2018 to permit stray cats to be dropped off at a cost of \$25 to the Town of Tecumseh for each cat; and that
2. Corporate Services & Clerk Report No. 37/17 regarding renewal of the Cat Intake Agreement with the WECHS for 2018 is received.

### **BACKGROUND**

In 2010, the Town first entered into an Agreement with the WECHS to permit stray cats to be dropped off at a cost of \$10 to the resident and \$20 to the Town of Tecumseh for each cat.

The Agreement with the WECHS was originally entered into following concerns expressed by Town residents regarding cats entering onto property other than that of their owners. The Agreement has been renewed each year since.

### **COMMENTS**

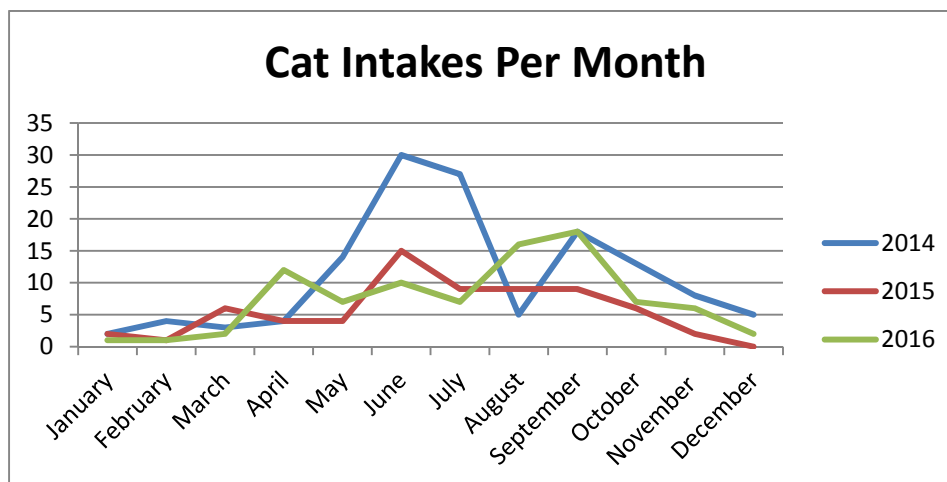
A summary of the number of cats dropped off at the WECHS since the inception of the Program and annual budget allocations are provided in the Table that follows.

Cat Intake Program								
	2010	2011	2012	2013	2014	2015	2016	2017 Jan - Aug
Ward 1	85	86	58	70	43	21	10	2
Ward 2	1	6	8	1	2	0	2	0
Ward 3	22	50	28	17	10	7	1	5
Ward 4	19	48	61	63	78	39	76	32
<b>Total</b>	<b>127</b>	<b>190</b>	<b>155</b>	<b>151</b>	<b>133</b>	<b>67</b>	<b>89</b>	<b>39</b>
<b>Budget</b>	\$2,000	\$2,500	\$3,500	\$3,500	\$3,500	\$3,500	\$2,500	\$2,500
<b>Actual</b>	\$2,540	\$3,800	\$3,100	\$3,020	\$2,660	\$1,340	\$1,780	\$780

The current cost to the Program at the end of August 2017 is \$780.00. At this writing, it is anticipated that the \$2,500 allocation for the Program will be under-utilized by the end of 2017.

Use of this program has been steadily declining since 2014, which may be attributed in part to a decline in the feral cat population and the positive participation in the Cat Spay and Neuter Voucher Program introduced in 2014. Not unlike the trend in previous years, the 2017 Program is seeing a decline in the number of cat intakes.

Below is a graph depicting the amount of cat intakes per month from 2014 - 2016.



By way of correspondence dated October 4, 2017, the WECHS notified that the Town's cost for the Program will be increasing from \$20 to \$25 in 2018 and the fee will be waived for residents.

The WECHS has indicated the co-pay is frustrating to residents, especially as many are aware that the City of Windsor and other Ontario municipalities' residents are not required to pay to bring in stray cats. Rather, WECHS finds when residents are asked for a voluntary donation to help the cat they bring in, they are often willing to provide a donation.

No further changes to the Agreement terms with WECHS for the 2018 Program are being proposed.



Notwithstanding the historical decline in the Program over the past few years, with the proposed increase to the Town's cost for the Program, it is recommended that the Cat Intake Agreement with the Windsor-Essex County Humane Society be renewed for the year 2018 to permit stray cats to be dropped off at a cost of \$25 to the Town for each cat and that funding in the amount of \$2,500 continue to be allocated in the 2018 Budget for the Cat Intake Program, to cover the increased cost to the Town.

As a result of there being no fee for residents in 2018, there may be more incentive for use of the Program, however it is further recommended that the Program not exceed the funding allocation. The Program will continue to be monitored in 2018 and re-evaluated for 2019.

The proposed Agreement by the WECHS for the 2018 Program is consistent with participating area municipal Agreements.

## **CONSULTATIONS**

Windsor Essex County Humane Society  
Area Municipalities

## **FINANCIAL IMPLICATIONS**

Funding for the Cat Intake Agreement in the amount of \$2,500 is included in the 2018 Draft Budget.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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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): None

CH/



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 38/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Dillon Drive Street Naming Recognition

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### **RECOMMENDATIONS**

It is recommended that:

1. Naming recognition of Dillon Drive, in honour of John Vinton Dillon, a World War II veteran, be acknowledged by replacing the existing Dillon Drive street signs with new signs that have a 'Poppy', symbolizing Dillon Drive being named in honour of a veteran; and that
2. A section of the Town's website be dedicated to detailing the history and background information regarding street naming recognition; and further that
3. The Cultural and Arts Advisory Committee continue to investigate proper naming recognition for other Tecumseh streets named in honour of veterans.

### **BACKGROUND**

At the Regular Meeting of Council, held on Tuesday, May 9, 2017, a request was made for naming recognition for Jack Dillon, who died in World War II and is the namesake for Dillon Drive [Unfinished Business Item 9/17].

The Cultural and Arts Advisory Committee (CAAC), at their June 5, 2017 meeting, passed the following Resolution [CAAC-18/17]:

**THAT** the Cultural and Arts Advisory Committee recommend that the process and protocol for naming recognition, specific to veterans, including associated costs, be investigated.

The CAAC explored naming recognition in honour of veterans and conducted research specific to Dillon Drive.

Subsequently, at the August 21, 2017 CAAC meeting, the following motion [CAAC-24-/17] was passed:

**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.

## **COMMENTS**

John Vinton Dillon, aka 'Jack', was born on October 24, 1918 to parents Olive and Fred Dillon of Tecumseh. Jack and his siblings, William, Edith and George were raised in the area of Lesperance Road and Riverside Drive. The Dillon children attended Victoria Public School.

The Dillon Family was quite involved in the community; Jack's father Fred helped to build a number of homes in the area.

Jack entered the Royal Canadian Air Force (RCAF) and was a commissioned member of the air crew 419 Moose Squadron. He was posted in Britain as J.V. Dillon Windsor ON.

Flight Sergeant J.V. Dillon, Service No. R109988, was an integral member of the RCAF. The 419 Moose Squadron, alongside squadrons from 427, 428, 429, 431 and 434, flying Halifax II LW-242, were ordered on an attack at Stuttgart. Sadly, Flight Sergeant J.V. Dillon was killed in action as part of this large raid over Germany on November 26, 1943. He was 25 years old.

Flight Sergeant J.V. Dillon is buried in the Rheinberg War Cemetery in Germany. A local marker is at St. Anne's Cemetery on the headstone of his parents, Fred and Olive Dillon.

In recognition for his service, Flight Sergeant J.V. Dillon is included on the World War II plaque that is on display at the Tecumseh Area Historical Society.

Dillon Drive was formerly known as Ottawa Street. It was renamed in the late 1960s because the City of Windsor also had an Ottawa Street which provided confusion for identifying municipal address locations, particularly for emergency medical services.

The street name change provided an opportunity to recognize and honour Flight Sergeant J.V. Dillon for his service.

While to longtime Tecumseh residents, Dillon Drive is known to be named after Flight Sergeant J.V. 'Jack' Dillon, the current street signage does not reflect this recognition. The use of the 'Poppy' image on street signs serves to denote a visual awareness of the significance of veterans and their service, and is used by many Ontario municipalities.

Veterans Affairs Canada confirmed the use of the Poppy image on street signage is at municipal discretion.

In consultation with Public Works, approximately twenty-seven (27) street signs with the Poppy are required for Dillon Drive. The cost for the new street signage is \$27.00 per sign, for a total cost of \$729.00. The cost allocation for replacing the Dillon Drive street signage will be funded from the Public Works 2017 operations budget.

To commemorate the history and significance of Dillon Drive, it is therefore recommended that naming recognition in honour of John Vinton 'Jack' Dillon, a World War II veteran, be acknowledged by replacing the existing Dillon Drive street signs with new signs including the Poppy symbol.

It is further recommended that a section of the Town's website be dedicated to detailing the history and background information of Town streets named in recognition of veterans to create awareness for residents and to acknowledge the veterans' significant contributions.

There are other potential streets in Tecumseh named after veterans. The CAAC would like to continue to investigate proper naming recognition for other Tecumseh streets named in honour of veterans, such as Poisson Street, named after Col. Paul Poisson.

Some area municipalities have implemented naming procedures to acknowledge veterans and individuals who have made significant contributions to the community. Administration is currently reviewing a policy to commemorate individuals who have made such contributions and the potential to include naming recognition procedures for veterans.

Naming recognition provides an opportunity to formally acknowledge streets within the Town which have been named after veterans and serves to ensure their significant contributions, such as Jack Dillon, are captured and recorded for historical purposes.

## **CONSULTATIONS**

Cultural & Arts Advisory Committee  
Public Works & Environmental Services  
Veterans Affairs Canada  
Area Municipalities

## **FINANCIAL IMPLICATIONS**

Funding for the new Dillon Drive street signs in the amount of \$729.00 be allocated to the Public Works 2017 operations budget.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☐ Local Newspaper ☐

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

Prepared by:

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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): None

CH/



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 15/17

**TO:** Mayor and Members of Council

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

**DATE OF REPORT:** October 13, 2017

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Budget Variance Report – August 31, 2017

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### **RECOMMENDATIONS**

It is recommended that:

1. Financial Services Report # 15/17, Budget Variance Report – August 31, 2017, is received for information.

### **BACKGROUND**

All departments have reviewed actual results for the period of January 1, 2017 to August 31, 2017 in order to identify and report on variances from budget. This analysis looks at both operating and capital budgets.

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

### **COMMENTS**

Directors review year-to-date financial results for the first eight months of 2017, compare these to the prior year results for the same period and to the 2017 approved budget. Based on the review and analysis, a projection of year end results is made in order to determine the expected results of operations.

#### **Operating Fund**

##### **Tax Supported**

Based on August year-to-date results, we are projecting a tax supported operating surplus of approximately \$675,000 before year end transfers and adjustments (see table attached).

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



Major budget variances for the year, forecast versus budget, are as follows:

➤ Council – Lower anticipated professional development and seminar activity resulting in a favourable forecast variance of \$14,000.	(14,000)
➤ Council – Health under budget due to program implementation timing and enrollment numbers.	(13,000)
➤ Corporate Shared – Taxation revenue is showing a \$229,000 favourable variance due to greater than estimated growth in property assessment.	(229,000)
➤ Corporate Shared – Supplementary Taxation revenue is \$44,000 less than budget due to lower than anticipated residential and commercial development.	44,000
➤ Corporate Shared – OMPF grant revenue continues to decline; coming in at \$11,000 less than budget.	11,000
➤ Corporate Shared – Anticipating a \$126,000 favourable variance in Bank Interest income due to increases in the prime rate; transferred to Tax Stabilization Reserve so no net impact.	0
➤ Corporate Shared – EPS dividend \$13,000 greater than budget; transferred to Tax Stabilization Reserve thus no net impact.	0
➤ Corporate Shared – Green Shield ASO benefits expected to show shortfall of \$20,000 reflecting actual claims experience.	20,000
➤ Corporate Shared – Anticipating insurance claims to be \$11,000 over budget based on year-to-date claim activity.	11,000
➤ Corporate Shared – Fewer Tax Write-offs than budgeted due to few appeals received.	(97,000)
➤ Corporate Shared – Transfer to Reserve reflects the \$365,597 allocation of the 2016 surplus, which is offset by an opening surplus adjustment in the financial statement plus \$126,000 for excess bank interest allocated to the Rate Stabilization Reserve.	0
➤ Maintenance – The Miscellaneous Service line item was allocated to the LED conversion of the Arena parking lot lights as recommended by the Green Energy Committee. Due to timing issues, this account will be underspent by \$5,000. A corresponding Transfer to Reserve will be made to offset future costs. No net impact to the budget.	0
➤ CAO – Wages and benefits over budget \$34,000 due to CAO retirement payouts; partially offset by reduced benefits of \$8,000.	26,000
➤ CAO – Anticipating a \$15,000 favourable variance for the Intern. University subsidizes compensation through Intern Program.	(15,000)
➤ CAO – Professional Fee – Legal under budget by \$71,000 due to cost recoveries and lower activity levels. Reduces corresponding Transfer from Reserve Fund, so no net budget impact.	0
➤ CAO – Travel & Mileage showing unfavourable variance of \$5,000 due to higher level of meeting activity.	5,000
➤ Financial Services – Unfavourable variance of \$26,000 in Wages and Benefits due to retirement/overlapping and some overtime required for Max Galaxy software implementation.	26,000

➤ Corporate Services & Clerk – Wages and Benefits under budget due to position vacancies.	(64,000)
➤ Corporate Services & Clerk – Professional Fee - Other expected to show favourable variance as there have been no meeting or integrity commission requests to date.	(13,500)
➤ Corporate Services & Clerk – Professional Fee – Legal over budget due to ward boundary appeal.	6,000
➤ Human Resources – Professional Fee – Legal over budget due to contract negotiations.	8,000
➤ Seniors Advisory Committee – Received grant of \$6,640; used for Committee initiatives.	0
➤ Fire – Wages and benefits currently anticipated to be under budget. Retirement allowances partially offset by lower firefighter hours and benefits.	(5,000)
➤ Police – Contracts – Annual billing came in less than 2017 budget estimate. Actual reconciliation adjustment for 2017 will not be known until 2019; estimating \$69,000. The 2015/2016 contract reconciliation adjustments of \$63,000 and \$10,000 respectively will be recorded in 2017. Total favourable variance of \$142,000.	(142,000)
➤ Police Services Board – Overall under budget due to less per diems and unexpended one-time training top-up resulting from delay in revised Police Services Act.	(5,000)
➤ Conservation Authority under budget as Town budget was developed prior to availability of ERCA budget estimates.	(5,000)
➤ Building – Revenues expected to come in over budget due to an increase in the number of permits issued.	(55,000)
➤ By-law Enforcement over budget primarily due to greater than expected Professional Fee – Legal costs.	12,000
➤ Crossing Guards Wages and Benefits over budget due to Pay Equity increases.	10,000
➤ Roadways – Driveway permit revenue over budget as a result of change in policy and new construction.	(12,000)
➤ Roadways – Interfunctional revenues unfavourable as less time was spent doing Sanitary Sewer work.	14,000
➤ Roadways – Wages and Benefits over budget due to an increased amount of overtime hours and less time charged to Winter Control.	35,000
➤ Roadways – Utilities for the PW buildings and traffic lights anticipated to show favourable variance.	(13,000)
➤ Roadways – Professional Fee – Engineer – not anticipating requirement for services.	(5,000)
➤ Winter Control – Wages and Benefits are anticipated to be under budget based on lower labour hours required for snow removal activities in the first quarter.	(5,000)
➤ Winter Control – Anticipating \$50,000 favourable variance in salt expense based on current inventories.	(50,000)

➤ Street Lighting – Current estimates indicate about \$111,000 in electricity cost savings resulting from LED conversion.	(111,000)
➤ Transit – Grant revenue expected to come in at \$98,000, which is \$12,000 greater than budgeted.	(12,000)
➤ Transit – Bus Fare revenue expected to be under budget by \$5,000 due to lower than anticipated ridership.	5,000
➤ Transit – Advertising revenue under \$8,000; delivery of new bus with advertising panels not anticipated until November.	8,000
➤ Transit – Anticipate renting a bus until the new bus is delivered to allow for routine and other maintenance to the current active bus. Estimated cost for an approximate three-month period is \$10,000.	10,000
➤ Transit – Increased Transfer from Reserve required to offset above-noted items.	(11,000)
➤ Storm Sewers – Unbudgeted revenues of \$8,000 resulting from sale of electricity to grid (Manning Road pump); offset by Transfer to Reserve to repay generator purchase cost. No net budget impact.	0
➤ Storm Sewers – Wages and Benefits showing favourable variance largely as a result of position vacancy.	(24,000)
➤ Storm Sewers – Equipment Parts and Service over budget due to screw pump repairs.	5,000
➤ Storm Sewers – Utilities expected to show unfavourable variance based on year-to-date usage.	11,000
➤ Storm Sewers – Computer Support/Software showing variance due to SCADA software used at Manning Pump Station; to be budgeted in future.	5,000
➤ Garbage Collection – Estimating an unfavourable variance of \$94,000 due to higher unit prices in the new contract.	94,000
➤ Golden Age Club – Special grant received; funds used for club improvements so no net budget impact.	0
➤ Parks – Memorial bench sales of \$6,000 transferred to reserve so no net impact.	0
➤ Recreation Programs – Wages and Benefits under budget; Focus on Youth Grant program through WECDSB, provided facility and staffing.	(11,000)
➤ Pool – Revenues under budget due to lower participation as a result of increased competition. Partially offset by decreased expenses for a net unfavourable variance of \$13,000.	13,000
➤ Arena Concessions – Unfavourable variance due to lower concession sales.	5,000
➤ Special Events – The Town was unsuccessful in its application for Canada Day grant funding. Canada Day expenditures were decreased accordingly.	0
➤ Cultural Committee – The Town participated in the Canada 150 Mural Mosaic Project at a cost of \$12,500; offset by Transfer from Reserve.	0

➤ Corn Festival – Overall revenues are down by \$5,000 this year; offset by reductions in various expenditures.	0
➤ Planning and Zoning – Planning Fees anticipated to be under budget by \$5,000.	5,000
➤ Planning and Zoning – Official Plan – Professional Fee – Legal anticipated to be under budget this year. If Official Plan is appealed, the hearing will not take place until 2018. Offset by budgeted reserve transfer; no net impact.	0
➤ Planning and Zoning – Community Improvement Plan – Grant expense expected to be \$20,000 over budget. Offset by Transfer from Reserve; no net impact.	0
➤ Committee of Adjustment – Less than expected per diems and conferences resulting in a favourable variance of \$13,000.	(13,000)
➤ Agriculture & Reforestation – Over budget due to higher wages and benefits costs resulting from significant number of drainage projects.	7,000

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

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

#### Rate Supported

Significant variations from budget are expected to be:

➤ Sanitary – Sewer Charges under budget both for residential and commercial accounts due to lower water consumption.	193,000
➤ Sanitary – Contract cost is favourable to budget due to lower than estimated sanitary treatment costs charged by the City of Windsor, and lower volumes due to a dry summer.	(270,000)
➤ Sanitary – Anticipating favourable variance for Maintenance Service based on year-to-date actuals.	(8,000)
➤ Sanitary – Sewer Maintenance – OCWA costs trending higher; anticipating unfavourable variance of \$12,000.	12,000
➤ Sanitary – Materials and Supplies expected to be under budget as the purchase of rain shields will be included as part of the capital I&I project.	(33,000)
➤ Sanitary – Expecting Utilities – Hydro & Water to come in under budget based on year-to-date usage.	(7,000)
➤ Sanitary – Full budgeted amount for Professional Fee – Engineer not required this year.	(11,000)
➤ Sanitary – Grant expense over budget due to the dramatic increase in the uptake of subsidy applications because of the extraordinary and severe storm events of September 2016 and August 2017. The forecast was based on 335 applications	347,000

received as of the end of September 2017 and then extrapolated to the end of the year for an estimate of 446 applications with a year-end expenditure of \$347,000.	
➤ Sanitary – The interfunctional cross charge for Public Works doing Sanitary Sewer work is down as noted previously.	(14,000)
➤ Water – Revenues anticipated to show \$232,000 unfavourable variance due to lower volumes. Current estimates indicate that volumes will be approximately 230,000 m <sup>3</sup> less than what was budgeted for Water Sales.	232,000
➤ Water – Work Order revenue expected to be \$26,000 over budget reflective of residential development.	(26,000)
➤ Water – Maintenance Service expense trending lower; estimating \$10,000 favourable variance.	(10,000)
➤ Water – Dispatch costs showing favourable variance; reduction in required service.	(9,000)
➤ Water – Water purchases from Windsor anticipated to show favourable variance due to slightly lower volumes. <b>Note that there is a possible retro charge re: WUC negotiations that could double the rate being charged. There has been no provision included in the forecast.</b>	(15,000)
➤ Water Sales - Oasis – Increase in bulk water sales; anticipate revenue \$10,000 over budget.	(10,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated operating deficit for rate supported departments of \$337,000 (see table attached).

*Note: A deficit decreases the balance transferred to reserve funds to offset capital requirements.*

### Capital/Lifecycle

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

- The Tender for Pulleyblank Street, Crowder Court, Moro Drive Sanitary Sewer Extension was awarded to D'Amore Construction in the amount of \$2,748,769 excluding HST. PWES Report No. 54/16 provided an estimated project cost of \$3,815,600. Tendered/projected costs total \$3,305,271. Anticipated surplus is approximately \$510,329.
- The Tender for 8<sup>th</sup> Concession Road Trunk Sanitary & Watermain Phase 1 was awarded to Coco Paving Inc. in the amount of \$3,418,000 excluding HST. PWES Report 54/16 provided an estimated project cost of \$4,722,205. Tendered/projected costs total \$4,064,452. Anticipated surplus is approximately \$657,953.
- The Tender for West Branch Delisle Drain Repair and Improvements was awarded to Murray Mills Excavating in the amount of \$120,655 excluding HST. PWES Report 17/17 provided an estimated project cost of \$110,000. The lowest tender received was approximately 110% above the Engineer's report estimate of \$110,000. As a result of the marketplace tenders received for

this project, Council was not required to hold a meeting in the manner prescribed by Section 59 (1) of the Drainage Act, as the tendered costs do not exceed the engineer's estimate by 133%.

- The Quote for Construction of Storage Building at St. Mary's Park was awarded to Quinlan Inc. in the amount of \$28,760 excluding HST. The projected cost for this project is \$18,000. The total price with net HST for this project is \$31,607 which is \$11,607 over budget. Previous pricing received on other Facilities Outside Buildings approved projects was \$28,500, the actual cost of these projects was \$ 18,281 which offsets most of the overage in this project.
- The Tender for 2017 Tar & Chip was awarded to Shepley Road Maintenance Ltd in the amount of \$278,450 excluding HST. The tender as received is higher than the approved allocation of \$275,000; however the tender includes an additional \$31,500 in provisional repairs that may or may not be used.
- The Tender for 2017 Asphalt Paving Tender was awarded to Coco Paving Inc. in the amount of \$843,987 excluding HST. Council approved an allocation of \$846,000 for 2017 asphalt paving work as recommended under PWES Report No. 01/17. It should be noted that the tender does include \$50,000 in provisional costs and is based on estimated quantities. The final actual costs will be determined based on actual quantities required.
- The Quotation for the Supply of Tandem Axle Truck and Snow Plow Package was awarded to Team Truck Centers Ltd in the amount of \$282,229 excluding HST. Council authorized Administration to obtain quotations for the Supply of a Tandem Axle Truck and Snow Plow Package with an estimated price of \$290,000 to be funded from the Fleet Lifecycle Reserve. Anticipated surplus is approximately \$2,802.
- The Tender for the Essex Region Greenway Trail Extension was awarded to Total Source Contracting in the amount of \$474,984 excluding HST and that the Town's commitment of \$180,000 is funded from the Lifecycle Infrastructure Reserve. An application was filed by the Town for Ontario Municipal Cycling Infrastructure Program Funding (OMCIP) in collaboration with ERCA. On March 11, 2016 confirmation was received that the Town's funding application to the Ministry was approved. The Town's actual cost including net HST is \$484,000 which is well under the \$800,000 submitted for construction costs under the grant application.
- The Tender for the new Tecumseh Fire & Rescue Services Pumper/Rescue Unit 1 was awarded to Fort Garry Fire Trucks in the amount of \$672,000 plus HST. At the February 28, 2017 RCM, Council reviewed PWES Report 03/17 and passed motion RCM-58/17 for an approved allocation of \$600,000 plus associated costs for outfitting of \$6,000. Administration recommended increasing the funding from \$606,000 to \$692,000 to reflect the Fort Garry Fire Truck Bid and an additional amount of \$8,000 for outfitting for an allocation shortfall of \$86,000.
- The Quotation for the Air Quality Control System for the Tecumseh Arena was awarded to CIMCO Refrigeration in the amount of \$38,690, which is below the approved allocation of \$50,000.
- The approved allocation for the repair and improvement of the East McPherson Drain was \$102,520, the project was awarded for \$103,992 for a shortfall of \$1,472. All regulations of the Drainage Act were properly followed for this project.
- At the December 13, 2016 RCM, Council 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 project was broken

down in two parts based on the funding sources, part A from OCIF and part B from CWWF. The Town was successful in obtaining grants from both. Part A of the Sanitary Sewer Investigation and Rehab project was awarded for \$1,157,000.

- An allocation of \$106,000 was approved for the purchase of four Kubota zero-turn mowers and one Bobcat skid steer loader, as part of 2017-2026 Ten Year Fleet Replacement Schedule. Council accepted a quote of \$108,500 from Delta Power Ltd. for the equipment less trade-in allowance of \$49,500 (plus HST) for a net cost of \$59,000 before HST.

Carry over projects continue while approvals for 2017 projects are ongoing. Project surplus/deficits reduce the amount of reserve funds required and are adjusted through increasing or decreasing the transfer from reserve.

## **CONSULTATIONS**

All departments

## **FINANCIAL IMPLICATIONS**

Although early forecasts indicate an overall operating surplus of \$338,000 (Tax Supported surplus (\$675,000) and Rate Supported deficit \$337,000) it is important to note that projections are based on a number of estimates which can vary prior to year-end. Administration will continue to closely monitor the budget.

Further recommendations will be made for Council consideration once year end results are known.

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

Prepared by:

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Zora Visekruna, MBA  
Financial Analyst

Reviewed by:

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. August Operating Budget Variance Summary

ZV

Attachment 1

**Town of Tecumseh  
 August Operating Budget Variance Summary  
 Summary of All Units**

	2017	2017	2017
	Approved	Year End	Forecast
	Budget	Forecast	Surplus/Deficit
<b>Tax Supported</b>			
Council	369,910	333,677	-36,233
Corporate Shared	-14,097,009	-14,119,664	-22,655
Administration	2,655,878	2,661,890	6,012
Fire	1,192,869	1,186,901	-5,968
Police	3,217,634	3,068,582	-149,052
Conservation Authority	255,920	251,029	-4,891
Building	162,860	126,075	-36,785
Other Protection	81,165	96,660	15,495
Emergency Measures	28,050	28,419	369
Public Works	2,029,049	1,885,537	-143,512
Transit	80,559	80,559	
Storm Sewers	355,285	350,095	-5,190
Garbage Collection/Disposal	1,324,200	1,412,356	88,156
Golden Age Club	16,200	15,217	-983
Parks	1,209,017	1,184,101	-24,916
Arena	451,751	445,674	-6,077
Pool	93,481	106,054	12,573
Recreation Other	28,200	26,951	-1,249
Libraries & Culture	-7,375	-8,685	-1,310
Planning & Zoning	552,356	558,886	6,530
<b>Tax Supported</b>		-309,686	-309,686
<b>Opening Surplus (shown under Corp. Shared)</b>		-365,597	-365,597
<b>Total Tax Supported</b>	0	-675,283	-675,283
<b>Rate Supported</b>			
Sanitary Sewers		195,728	195,728
Waterworks System		141,498	141,498
<b>Total Rate Supported</b>	0	337,226	337,226
<b>Total Summary of All Units</b>	0	-338,057	-338,057



## THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services  
Report No. 16/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Vacancy Rebate Program Elimination

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### **RECOMMENDATIONS**

It is recommended that:

1. Council support the elimination of the Vacant Unit Property Tax Rebate Program in Essex County, and that
2. Council request Essex County Council to seek approval from the Minister of Finance to enact a Regulation for Essex County to eliminate this Program, commencing for the 2018 taxation year.

### **BACKGROUND**

Financial Services Report 14/17, recommending that the Town 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 was adopted by Council at the September 12, 2017 Regular Council Meeting.

The County-wide open house was held on September 27, 2017 from 4:00 pm to 7:00 pm at the Essex County Civic Centre. A slide presentation highlighting changes to legislation, program challenges and potential options was available for those who attended and was posted to the County web site and is attached as an appendix to this report. Representatives from the County and each of the lower tier municipalities were in attendance to address any questions that may have arisen.

The open house was advertised in all local papers, through social media, on the County's and Town's web sites and directly to Commercial and Industrial property owners within the Tecumseh BIA via letters from the Tecumseh BIA.

Property owners were invited to provide their comments on the proposed elimination of the program at the open house or alternatively through an online survey available from September 18<sup>th</sup> to September 30<sup>th</sup> or through email to the County.

## **COMMENTS**

There were 32 responses to the online survey, two emails received and one attendee at the open house.

The following table summarizes the responses received from the online survey:

Do you benefit from a tax reduction for a vacant unit/land?	Yes	6
	No	26
How important is a tax reduction for a vacant unit/land?	Not important	17
	Neutral	3
	Somewhat important	2
	Extremely important	10
What impact would discontinuation of the program have?	Limited impact	23
	Significant impact	9

Of the two emails received, one can be summarized as against the proposed elimination of the program and the other can be summarized as neutral to the proposed elimination of the program.

The one open house attendee was present to observe and did not provide an opinion on the proposed elimination of the program at the open house.

Opinions expressed by participants in the public consultation process ranged both for and against the existing program, with a greater number of respondents favouring the elimination of the program. Reasons provided by respondents touched on the advantages and disadvantages of the program that were identified in Financial Services Report No. 14/17, those being:

### **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*

After review of the feedback received through the online survey, email responses and open house attendance, the consensus of the County Tax Collectors and Treasurers group remains that the vacancy rebate program be eliminated for the 2018 taxation year.

Ministry of Finance approval is required to make any changes to the Vacancy Rebate Program. It is anticipated that the decision of County Council will be sent to the Minister of Finance prior to the end of 2017, requesting that the recommended change be implemented for 2018.

## **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.

Elimination of the program will allow the municipality to redirect approximately \$60,000 per year towards other programs/services and/or reduce the general tax levy.

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

Reviewed by:

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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

Attachment(s): 1. Vacant Unit Property Tax Rebate Consultation

TK



**Vacant Unit Property Tax Rebate  
Consultation**

Wednesday, Sept. 27, 2017



## Agenda

- Welcome
- Vacant Unit Property Tax Rebate Program
- Provincial Amendments
- Current Program Challenge and Considerations
- Program Costs
- Future Program Options
- Next Steps



COUNTYOFESSEX.ON.CA



## Welcome

- The County of Essex and all seven local municipalities in Essex County are considering the merits of the Vacant Unit Property Tax Rebate Program.
- We are soliciting feedback from commercial, industrial and residential property owners
- There are three ways for you to provide your feedback on the proposed changes:



## Public Consultation Meeting

- We invite anyone attending the Open House to provide your comments to a representative from the municipality in which your business is located.
- Print copies of the survey are available for you to complete at the Open House.
- Workstations have been setup at the Open House to complete the survey online.





## Online Survey

- You may provide comments through an Online Survey
- Visit: [countyofessex.on.ca](http://countyofessex.on.ca)
- Links to survey also available on Essex County local municipalities websites
- Survey results will be accepted until end of day, September 30th, 2017



## E-mail Comments

- You may provide comments by e-mailing them to [info@countyofessex.on.ca](mailto:info@countyofessex.on.ca) until September 30th, 2017



## Overview

- Introduced in 2001, the Vacant Unit Property Tax Rebate Program provides property tax relief to owners of vacant commercial and industrial buildings.
- Local municipalities are mandated to have a program to provide tax rebates to owners of commercial or industrial property who have vacant portions.



## Overview (cont'd)

- Property owners may apply to the municipality for a tax rebate for periods of vacancy.
- For commercial or industrial buildings to be eligible, the property or a portion of the property must be vacant for a period of at least ninety (90) consecutive days.
- Applicants are also required to meet specific municipal evidentiary requirements that must be satisfied for the owner to be entitled to the rebate.
- The current rebate percentage amount for vacant commercial space is 30% and vacant industrial space is 35%.



## Provincial Amendments

- In 2016, the Province, in consultation with municipal and business stakeholders, undertook a review of the vacant unit property tax rebate program.
- The review was initiated in response to municipal concerns of any unintended implications this may have for local economies.
- On November 14, 2016, the Province released its Fall Economic Statement which provided municipalities with broader flexibility to tailor the Vacant Unit Rebate program to reflect community needs and circumstances.



## Local Municipal Government Review

- Staff reports for local municipal Councils consideration were presented as follows:
  - Amherstburg – June 12, 2017
  - Essex – June 5, 2017
  - Kingsville – May 12, 2017
  - Lakeshore – June 13, 2017
  - LaSalle – June 5, 2017
  - Leamington – May 9, 2017
  - Tecumseh – September 12, 2017



## Council Direction

- All seven local municipal Councils, as well as Essex County Council, directed Administration(s) to seek feedback on proposed changes
- To report back to local Councils and County Council in the Fall, with recommendations, following a review of the feedback received



## Current Program Challenges and Considerations

- Vacancy allowance, chronic vacancy and/or reduced income due to vacant space are factors considered and adjusted for, when establishing the individual property assessments for the property, as established by Municipal Property Assessment Corporation (MPAC). When a vacancy rebate is granted, on top of the CVA considerations provided for with the property assessment, this can be viewed as "double-dipping".
- The 90 day continuous vacancy requirement can discourage landlords from seeking and/or accepting short-term, pop-up and/or seasonal rentals.
- No guarantee that tax savings from the rebate program will be used to increase rental viability – can be counterproductive to other incentive programs which encourage redevelopment and occupancy growth like Community Improvement Plans.



## Current Program Challenges and Considerations (cont'd)

- This is a business benefit that is largely subsidized by the residential class
- This is not a benefit which is afforded to other property classes which may experience a form of vacancy from time-to-time, such as residential or multi-residential properties



## 2016 Program Statistics

Municipality	Number of Applications Approved in 2016	% of Repeat (multiple year) Applications Received in 2016	Total Program Cost in 2016 (Municipal + County + School Board)
Amherstburg	12	75%	\$54,536
Essex	13	93%	\$24,443
Kingsville	6	83%	\$10,580
Lakeshore	21	?	\$68,689
LaSalle	14	71%	\$67,732
Leamington	29	83%	\$48,549
Tecumseh	24	79%	\$105,439
<b>Total</b>	<b>129</b>		<b>\$379,968</b>



## Future Program Options

- The County of Essex and our seven local municipalities are considering the options now available to make changes to the Vacant Unit Property Unit Tax Rebate Program
- Options available under the legislation include:
  - Status Quo
  - Phase-out of Program
  - Set new Eligibility Criteria
  - Class Fund Program
  - Impose Fee to Assist with Cost of Administering Program
  - Eliminate Program



## Status Quo

- No change to existing program
  - Annual applications
    - 30% rebate for eligible vacant space within commercial buildings
    - 35% rebate for eligible vacant space within industrial buildings



## Phase Out Program (1-3 yrs).

- Program would be phased-out over three years with a declining benefit each year
- Program would not be offered in the fourth year and beyond

Example	Application Year	Tax Year	Rebate Percentage (Comm/Ind)
Year 1	2018	2019	30% / 35%
Year 2	2019	2020	20% / 25%
Year 3	2020	2021	10% / 15%
Year 4	2021	2022	0% (Exit Program)

## Eligibility Criteria

- Establish new eligibility criteria, in addition to 90 day vacancy requirement
  - Limit program to one type of building/structure i.e. new office developments

## Class Fund Program

- All costs of the program, as well as the rebates, will be borne by the commercial and industrial classes alone
- Realigning cost of the program so that the residential class and multi-residential classes are no longer burdened
- The funding methodology of this option would need to be developed with both the County and Province



## Impose Administration Fee

- The costs to administer the Vacant Unit Property Tax Rebate program are fairly significant.
- Site inspections may be necessary to validate period of vacancy.
- Fees to recover the cost of Administration of the Applications could be imposed.





## Elimination of Current Program

- This option would conclude the Vacant Unit Property Tax Rebate Program.
- There would be no program offering for the 2018 application year and beyond.

Application Year	Tax Year	Rebate Available
2017	2018	Yes
2018	2019	No (Exit Program)
2019	2020	No

## Next Steps

- Analysis of all feedback from in-person consultations, online survey and e-mail correspondence (beginning of October 2017)
- Staff will summarize feedback into themes and report back to respective local municipal Councils (by end of October 2017)
- Each local municipal Council will formalize a recommendation that will be forwarded to County Administration to aid in the development of a recommendation expected to be presented to Essex County Council in November 2017
- If Essex County Council approves any changes to the program, a resolution will be sent to the Minister of Finance, indicating that the County of Essex, in consultation and agreement with its local municipalities, wish to either:
  - “modify” or “eliminate” the vacant unit property tax rebate program.

## Thank You

- Thank you for taking the time to provide us with your comments and feedback.
- Representatives from each of the local municipalities are here to also discuss possible changes to the Vacant Unit Property Tax Rebate Program and how that would impact your particular business.





## THE CORPORATION OF THE TOWN OF TECUMSEH

Fire & Emergency Services  
Report No. 08/17

**TO:** Mayor and Members of Council

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

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Tecumseh Fire Services – Q3 2017 Update

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### **RECOMMENDATIONS**

It is recommended that:

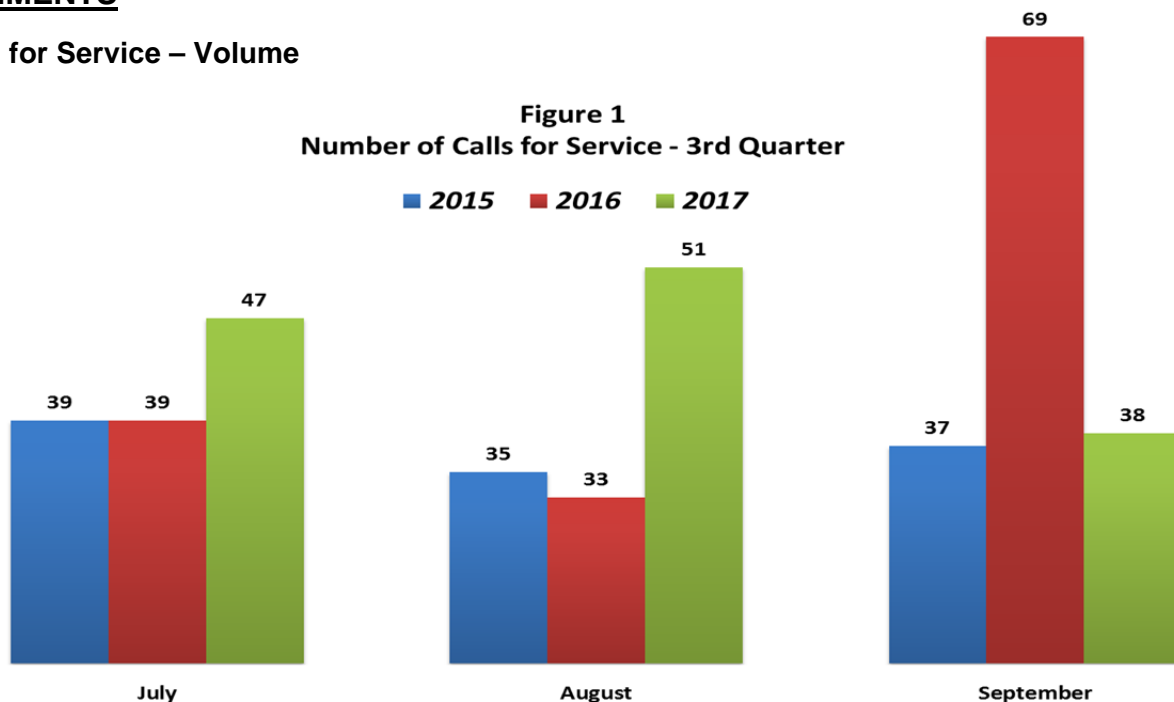
1. The Tecumseh Fire Services Q3 2017 update presented in the Fire & Emergency Services Department Report No. 08/17 be received.

### **BACKGROUND**

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

### **COMMENTS**

#### **Calls for Service – Volume**

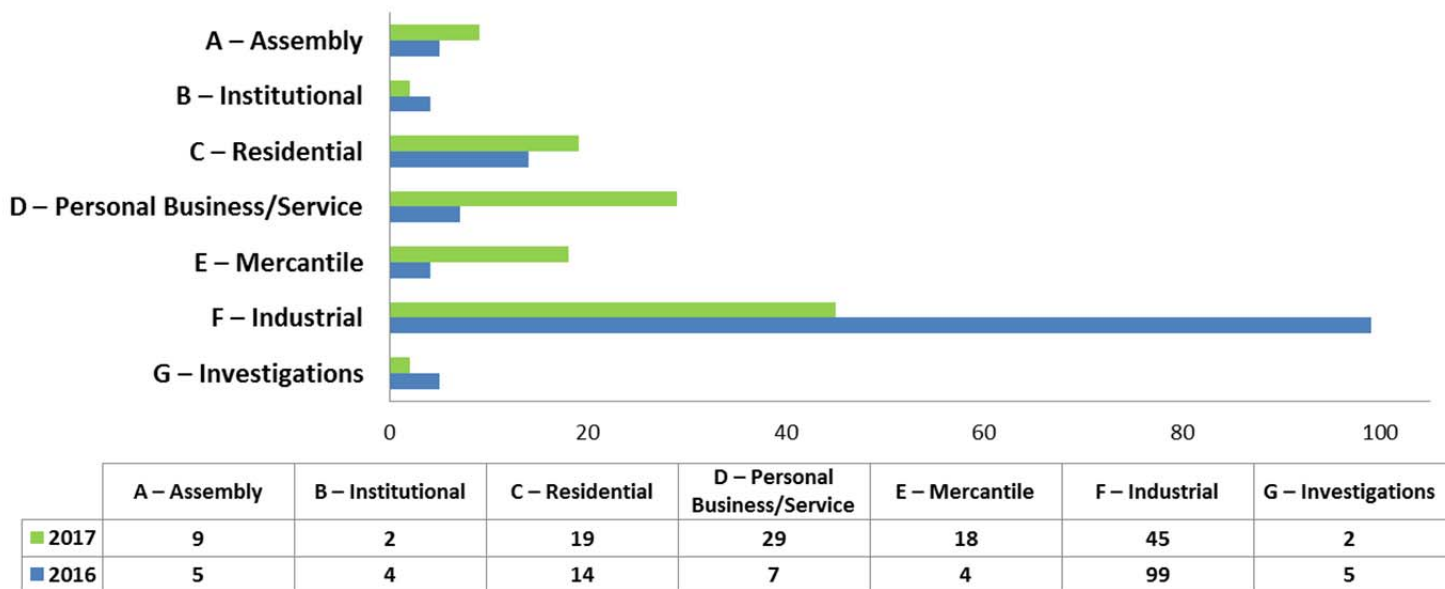


**Figure 1** illustrates call volumes for the 3<sup>rd</sup> Quarter over a 3 year period 2015 through 2017 on a monthly basis. The September 2016 rainfall event produced an unusual increase in incidents.

## Inspections and Public Education

### i. Inspections

**Figure 2**  
**Inspection by Property Type - 3rd Quarter**



**Figure 2** illustrates Inspection by Property Type for the 3<sup>rd</sup> Quarter for the years 2016 and 2017.

### ii. Public Education

- The **2017 Fire Prevention Week Grade 2 Program** was presented to approximately 489 students at 11 schools. This program provides age appropriate Fire Prevention information to this group combined with displays of firefighting gear and equipment.
- The **2017 Fire Prevention Week Open House** welcomed an estimated 1,050 visitors over four evenings for fire station tours, fire truck rides, O.P.P. and Ambulance vehicle displays as well as an opportunity to meet Miss Tecumseh. Union Gas and Essex Power were also present to provide information regarding overhead powerlines and Ontario One Call. Essex County Emergency Coordinator Dan Metcalfe was present as well to speak to the public about emergency preparedness.
- FPO Hamilton presented **Cooking with Teens** at L'Essor High School to 60 students.

## Q3-2017 Highlights

### ○ Jr. Firefighter Specialty Camp



As a part of the Tecumseh Parks & Recreation 2017 Summer Day Camp Programming, a Junior Firefighter Camp was held at Station #1. These participants experienced special instruction every camp morning. Activities included instruction in 911, safety plans, Fire Hall maintenance, CPR, First Aid, fire extinguisher training, hose

training and live scenarios.



### ○ Pre-Build Meeting – Fort Garry Firetrucks, Winnipeg

The Deputy Chief along with a member of Windsor Apparatus attended a pre-build meeting at Fort Garry Firetrucks' facility in Winnipeg regarding the new Pumper/Rescue Unit #1. Discussions were held regarding specifications and many were agreed upon. At present, Tecumseh Fire is awaiting the final drawing from Fort Garry for approval.



### ○ Training

The Fire Chief attended a 3 day course – Advanced Emergency Management Coordinator (I.M.S.) 300. A 1 day course – Part 1 Ticket Writing was attended by the Deputy Chief and 4 Captains, and 2 Captains also attended a 1 day course regarding Solar Panel fires.

### ○ Tecumseh Corn Festival

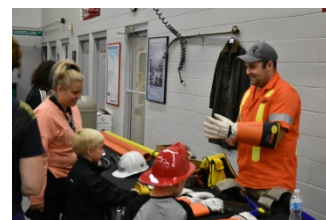
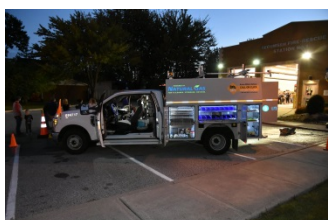


Tecumseh Fire participates in the Tecumseh Corn Festival parade and also provides a crew to stand by to deliver public education and handle any fire or medical emergencies inside the park as an important part of risk management each year.

### ○ 2017 Fire Prevention Week Open House



The 2017 Fire Prevention Week Open House encouraged the public to tour the Fire Stations, meet the firefighters, go for a Firetruck ride and other educational activities. Ontario Provincial Police and Essex Windsor E.M.S. provided informative displays and Essex Power and Union Gas participated as well to make this year a well-attended Public Education Event.



## **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:

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Doug Pitre  
Director of Fire Services & Fire Chief

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

DP/kp



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 24/17

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

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

**DATE OF REPORT:** October 4, 2017

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Transition Timelines for the Tecumseh Corn Festival Update

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### **RECOMMENDATIONS**

It is recommended that:

1. Parks and Recreation Report No. 24/17 respecting the Transition Timelines for the Tecumseh Corn Festival Update be received;
2. The 2018 Tecumseh Corn Festival be managed by the Parks and Recreation Department as a department program and as an alcohol-free 3-day event;
3. Upon Council's approval of this proposal, a 2018 Corn Festival Budget will be drafted for Council's consideration at the 2018 Budget deliberations;
4. Following the 2018 Festival, Administration will prepare a report for Council's consideration on the overall operations of the Festival with recommendations for future years.

### **BACKGROUND**

At the Policies & Priorities Committee Meeting on November 30, 2015, in accordance with Council's direction, Administration proposed a phase-in approach to move the Tecumseh Corn Festival [Festival] towards a self-sustaining community event.

At the Policies & Priorities Committee Meeting on December 13, 2016, the Members directed the following (PPC-16/16):

*THAT Parks and Recreation Report No. 29/16 respecting the Transition Timelines for the Tecumseh Corn Festival be received;*  
*AND THAT the Corn Festival remain within the Town's Operating Budget for 2017 whereas the Manager Recreation Programs & Events will continue to provide support to the Committee, similar to the support provided in 2016;*  
*AND THAT the OPP labour for the licensed tent will remain as part of the Town's in-kind contribution to the 2017 Festival;*  
*AND THAT a one-year extension be negotiated with Carter Shows Ltd. for the Midway Carnival for the 2017 Festival;*  
*AND THAT a one-year agreement with the Optimist Club of St. Clair Beach be prepared for the servicing of the Corn Booth for the 2017 Corn Festival;*



*AND THAT a one-year agreement with the Knights of Columbus Council No. 4375 be prepared for the servicing of the Licensed Tent for the 2017 Corn Festival;  
As recommended by the Manager Recreation Programs & Events, under Report No. 29/16.*

At the Policies & Priorities Committee Meeting on December 13, 2016, the Members directed the following (PPC-17/16):

*THAT Administration commence discussions with the local service groups regarding the Tecumseh Corn Festival transition.*

On February 24, 2017, Administration met with local not-for-profit organizations regarding opportunities for individual and/or joint partnerships to take over the operations of the Festival. The meeting included representatives from the Optimist Club of St. Clair Beach, the Rotary Club of Windsor-St. Clair, Lakeside Lion's Club and the Knights of Columbus # 4375. In the weeks following the meeting, all but one of the organizations informed Administration that they would not pursue taking over the Festival operations.

In April 2017, Administration prepared a Request for Proposal that was posted on the Town's website and social media accounts, circulated directly to local not-for-profit organizations, and posted to the Festivals and Events Ontario Job Opportunities site. No proposals were received as of the posted deadline.

At the Regular Council Meeting on June 27, 2017, the Members directed the following (RCM-149/17):

*THAT Parks and Recreation Report No. 13/17 respecting the Transition Timelines for the Tecumseh Corn Festival be received;  
AND THAT the Director Parks & Recreation be authorized to enter into direct negotiations with a local community organization to take over the management of the Tecumseh Corn Festival;  
AND FURTHER THAT Administration prepare a report for Council's consideration regarding the results of the direct negotiations.*

## **COMMENTS**

### **Results of Direct Negotiations:**

With Council's direction, Administration proceeded to enter into discussions with local community organizations, including local not-for-profit volunteer organizations and sport organizations, for the purposes of negotiating the opportunity to transition the management of the Tecumseh Corn Festival [Festival]. Although there was some interest in the operations of the licensed tent area, a.k.a. "Beer Tent", the commitment to assume the responsibility for the overall operation of the Festival was lacking.

During this timeframe, Administration received an inquiry from an independent event management consultant. Through more detailed discussions, it was determined that the consultant was interested in providing management/consulting services to the municipality for the Festival but not to assume the overall independent responsibility to operate the Festival. The consultant indicated that they would reach out to colleagues in the industry to see if there was interest, at this time Administration has received no further requests or inquiries. In addition, Administration has received inquiries from local hospitality service industry providers interested in the operations of the licensed tent, but no one has indicated an interest in taking over the management and independent operations of the Festival.

### Items for Consideration:

Council's direction to Administration has been to transition the independent management and operations of the Festival to a local non-profit organization, thus reducing the staff resources involved with the event as well as reducing the Town's risk and liability.

Currently, a committee of community volunteers appointed by Council are tasked with helping to organize the Festival under the guidance and administration of the Manager Recreation Programs & Events. Monthly committee meetings are scheduled that include formal agendas and minutes; thus requiring the administrative support of the Clerks Department.

In recent years, the risk and liability associated with festivals and events has been a topic of discussion in particular with recent events surrounding a festival within Essex County. As a result, event organizers across the region and province have reviewed and revised practices to ensure that best policies and due diligence are implemented to reduce these risks and liabilities. However regardless of preparedness, any public event includes a level of risk and this risk is increased when the event includes the sale and serving of alcohol.

Throughout the years, the Festival has included a licensed tent area through an agreement with a local community group. Over the years, the local police, who have a high presence at the Festival, have handled a number of alcohol-related incidents that have occurred at the Festival. The Festival engages the services of local police officers as well as contracted security personnel to deal with situations as they arise. The labour associated with paid-duty officers for the Festival is approximately \$20,000 (250 hours) and this is assessed to the Town through the annual contracted OPP service agreement.

In 2017, the local community organization that has provided the services of the Festival's licensed tent informed Administration that the 2017 Festival would be their final Festival.

### Next Steps:

In an effort to meet Council's objective to reduce the Town's involvement with the planning and management of the long-standing community event as well as reducing the risk and liability involved with the Festival, Administration recommends that for 2018 the Festival:

1. Be managed by the Parks and Recreation Department as a program similar to other community events operated by the Department i.e. Christmas in Tecumseh, thus eliminating the requirement for a formal committee structure.

It is anticipated that the proposed changes to the Festival would reduce administrative labour as a result of eliminating committee meetings with formal agendas and minutes. The Manager Recreation Programs & Events would still be required to oversee the planning of the Festival, however the planned events and activities would be streamlined to facilitate the time involved with coordinating the event details. The Manager Recreation Programs & Events may request the help of former committee members with certain details for the Festival such as Entertainment, Event Staff, Pageant and/or Parade.

2. Be reduced from a 4-day event to a 3-day event.

Historically, the Festival would open at 3:00 p.m. on Thursday with limited programming and this reflected in lower attendance compared to the other scheduled days. The recommended 3-day festival would transition some Thursday programming to the other remaining days but allow for cost savings through reduced labour as well as equipment rentals, materials and supplies.

### 3. Continue to include a midway carnival, parade, pageant, vendors and family-friendly entertainment

Administration would continue to contract the services of a midway carnival operator to provide rides and attractions. Administration would secure the services of vendors to provide food & product service options for festival visitors as well as contracting entertainers.

### 4. Not include a licensed tent area

Other local municipally organized events and festivals have begun to eliminate the serving of alcohol at family-friendly events. These communities have indicated that the elimination of this particular service has had no negative impact on the overall attendance/success of the event. Furthermore, through the elimination of a licensed tent area, the risk and liability associated with the event will be greatly reduced in addition the number of paid-duty officers required will also be greatly reduced.

### 5. Operating hours will be reduced and the park will close by 11:00 p.m. on Friday and Saturday evenings

Typically the Festival's entertainment and vendor village would cease operations by 10:00 p.m. however the carnival and licensed tent would remain open. These particular activities involve sounds that are disruptive to the neighbourhood and have typically been the basis for issue/complaints associated with the event. By reducing the operating hours of the Festival, including the carnival there are cost-savings associated with event staff personnel.

Following the 2018 Festival as proposed above, Administration will prepare a report for Council's consideration on the overall operations of the festival with recommendations for future years.

## **CONSULTATIONS**

Chief Administrative Officer  
Director Financial Services & Treasurer

## **FINANCIAL IMPLICATIONS**

Historically, the Tecumseh Corn Festival has had a deficit net operating budget. Although the Festival reported a surplus operating budget in 2016 and 2017, this is the result of re-assessing the labour costs associated with the Administrative support provided by the recreation department. Furthermore, the Festival's budget does not reflect labour costs associated with support provided by other operating budgets such as OPP, Fire, Public Works and Parks as these are typically blended into the department budgets.

	2013	2014	2015	2016	2017
	Actual	Actual	Actual	Actual	Forecast
<b>REVENUES</b>	\$ 149,661	\$ 152,094	\$ 190,797	\$ 153,150	\$162,848
<b>EXPENDITURES</b>	\$ 178,387	\$ 193,738	\$ 202,870	\$ 150,661	\$137,017
<b>NET EXPENDITURE</b>	<b>-\$ 28,726</b>	<b>-\$ 41,644</b>	<b>-\$ 12,073</b>	<b>\$ 2,489</b>	<b>\$ 25,831</b>

The 2018 Budget, scheduled to be presented to Council in November, will be reflective of the recommendations contained in 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:

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Kerri Rice  
Manager, Recreation Programs & Events

Reviewed by:

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & 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

Attachment(s): 1.

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## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 33/17

**TO:** Mayor and Members of Council

**FROM:** Phil Bartnik, Manager Engineering Services

**DATE OF REPORT:** June 1, 2017

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Federation of Canadian Municipalities  
Municipalities for Climate Innovation Program, Funding Approval  
Town of Tecumseh Storm Drainage Master Plan

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### **RECOMMENDATIONS**

It is recommended that:

1. Public Works & Environmental Services Report No. 33/17 titled *Federation of Canadian Municipalities, Municipalities for Climate Innovation Program Funding Approval: Town of Tecumseh Storm Drainage Master Plan*, be received; and that
2. A by-law be prepared to authorize the Mayor and Clerk to execute the Municipalities for Climate Innovation Program Agreement between the Federation of Canadian Municipalities ("FCM") and the Corporation of the Town of Tecumseh (the "Town"), satisfactory in form to the Town's Solicitor, in order for the Town to receive the allocation of funding eligible in the Municipalities for Climate Innovation Program Fund to undertake the Storm Drainage Master Plan.

### **BACKGROUND**

At the December 13, 2016 Regular Council Meeting, Council authorized Dillon Consulting Limited to complete the Storm Drainage Master Plan based on their experience with the Town's stormwater infrastructure, their involvement in the 2016 Pump Station Condition Assessments, and their involvement in the reconstruction of the Brighton Road Storm Pump Station and the Manning Road Storm Pump Station (Motion: RCM-442/16).

The Town submitted an application on April 18, 2017 to the Federation of Canadian Municipalities ("FCM") under Municipalities for Climate Innovation Program for funding to undertake the Storm Drainage Master Plan. The Town proposed the Storm Drainage Master Plan study to assess the existing major (overland) and minor (sewers and pump stations) storm drainage system for the community in order to identify and evaluate alternative solutions that can reduce the risks and impact of surface flooding and assess the effects of climate change on the system.

A significant portion of the Town's urban stormwater infrastructure network is supported through eight (8) stormwater pumping stations, which are primarily located near the shore of Lake St. Clair due to the topography of the area within Wards 1, 2, and 3. The Storm Drainage Master Plan will focus on an analysis of the storm infrastructure within the eight (8) stormwater pumping stations' service areas.

This analysis will review how the Town's stormwater infrastructure functions during minor rainfall events (what can be contained within the storm sewer network), and major rainfall events (which would follow overland flood routes). The stormwater pumping stations will also be reviewed to determine if any modifications or improvements are required based on any of the recommended storm sewer network improvements (i.e. capacity upgrades).

The Master Plan will also look for efficiencies in the storm sewer network, and whether a consolidation of stormwater pumping stations is feasible or advisable. The Master Plan will follow the Municipal Class Environmental Assessment (EA) process, and is equivalent to the same steps that a Schedule 'B' Class EA would follow. This will provide the Town the necessary analysis/study under the Municipal Class EA process to complete future improvements, reconstruct and/or decommission storm pumping stations without having to complete a separate Schedule 'B' Class EA at a later date.

## **COMMENTS**

The Town received correspondence on May 29, 2017 from the FCM informing the Town that it has been approved for funding in the amount of up to \$175,000 under the Municipalities for Climate Innovation Program (MCIP) for the Town's Storm Drainage Master Plan feasibility study.

A number of positive Peer Review comments of the Town's application were included with the letter of approval for funding. A summary of the peer review comments are provided below. The full Peer Review comments are appended as Attachment No. 1 to this report.

### Potential to reduce vulnerability to climate change impacts

*The assumptions made in the methodology of the study are reasonable and robust. There is no negative impact as a result of implementing the actions of this study.*

### Alignment with municipal priorities and local context

*The project is supported by existing earlier studies (i.e. Review of Drainage Area and Contributing Flow) municipal policies, programs and by broader municipal environmental policy and governance considerations. This project is appropriate for the size and scale of the climate change adaption measures being studied for the Town of Tecumseh and its needs.*

### Project Management

*The management and reporting structure are appropriate for this process, including sufficient reporting to staff and the municipal decision makers. The work plan is logical and includes all necessary tasks with milestones that are explained in detail.*

### Potential for replication and lessons learned

*The heavy public engagement aspect of this project is not only commendable but also has great promise of replication as well as sharing of lessons learned.*

The FCM requested formal correspondence to confirm the Town's financial contribution to undertake the Storm Drainage Master Plan. This letter was sent to the FCM May 30, 2017.

In order to receive the funding from FCM, the attached Agreement (Attachment No. 2) affixed with the Town's corporate seal along with a copy of the authorizing by-law are to be forwarded to the FCM.

Accordingly, Administration recommends that:

1. Public Works & Environmental Services Report No. 33/17 titled *Federation of Canadian Municipalities, Municipalities for Climate Innovation Program Funding Approval: Town of Tecumseh Storm Drainage Master Plan*, be received; and that
2. A by-law be prepared to authorize the Mayor and Clerk to execute the Municipalities for Climate Innovation Program Agreement between the Federation of Canadian Municipalities ("FCM") and the Corporation of the Town of Tecumseh (the "Town"), satisfactory in form to the Town's Solicitor, in order for the Town to receive the allocation of funding eligible in the Municipalities for Climate Innovation Program Fund to undertake the Storm Drainage Master Plan.

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Director Corporate Services & Clerk

## **FINANCIAL IMPLICATIONS**

Council authorized Administration to proceed with the Storm Drainage Master Plan, at an estimated cost of \$600,000, to be funded from the Storm Sewer Lifecycle Reserve, under Public Works & Environmental Services Report No. 54/16 (Motion: RCM-442/16).

The project costs and expected recoveries are as follows:

- FCM Funding                      \$175,000
- Municipal Contribution       \$425,000
- Total ..... \$600,000



## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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Cheryl Curran, BES  
Clerk I – Administrative Clerk

Reviewed by:

Reviewed by:

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Phil Bartnik, P.Eng.  
Manager Engineering Services

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

Reviewed by:

Reviewed by:

---

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

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments:

1. Peer Review Comments, Federation of Canadian Municipalities – MCIP 15234
2. Municipalities for Climate Innovation Program Agreement between the Federation of Canadian Municipalities and the Corporation of the Town of Tecumseh

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**ATTACHMENT NO.1**  
**PEER REVIEW COMMENTS**  
**FEDERATION OF CANADIAN MUNICIPALITIES**  
**MCIP 15234**

**MCIP15234 Peer Review comments**

**Potential to reduce vulnerability to climate change impacts**

The proposed study has high potential to lead to a reduction in climate change vulnerability. Past detailed studies assessed the condition of the Town of Tecumseh's condition of its water, wastewater and stormwater pumping and metering stations. The goal was to identify immediate repairs to be undertaken and to develop a recommended program for expected repairs and maintenance for a 10 year period. As well, a report summarized a review of the drainage areas and storm servicing alternatives for 2 storm pump stations. Both reports had been subjected to examining alternative solutions with cost estimates and lifecycle analyses. The proposed study consists of 3 Phases: Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. Additionally, the PIC will identify the remedial flooding solution options for each of the 8 service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modeling analysis and results completed for the first public engagement session. Phase 2 consists of a refined model analysis and a recommended remedial flooding solution design. Based on the feedback from the first PIC, additional model analysis will be completed to further detail and determine recommended remedial flooding solutions for each pump station service area. Completion of Phase 2 will entail a second PIC in which local residents will be able to review the recommended flooding solutions throughout the overall Study Area and provide any additional recommendations or concerns. The major deliverable for Phase 2 will include all PIC#2 documents and a summary of the recommended flooding solutions for each pump station service area completed for the second public engagement session. Phase 3 consists of the submission of a final recommended flooding solution design/study report. The assumptions made in the methodology of the study are reasonable and robust. There is no negative impact as a result of implementing the actions of this study.

**Alignment with municipal priorities and local context**

The project is supported by existing earlier studies (i.e. Review of Drainage Area and Contributing Flow) municipal policies, programs and by broader municipal environmental policy and governance considerations. This project is appropriate for the size and scale of the climate change adaption measures being studied for the Town of Tecumseh and its needs

**Project management**

The consultants have much long-term experience in managing the complexity and conducting similar projects. The proposed work plan includes all the required tasks within a reasonable, specified time-line. The proposed budget represents good value in line with industry standards where applicable, and any additional costs are clearly explained and justified. There is excellent capacity and experience within the project management team to deliver the project as designed. The management and reporting structures are appropriate for this process, including sufficient reporting to staff and the municipal decision makers. The work plan is logical and includes all necessary tasks with milestones that are explained in detail.

MCIP15234 Peer Review comments

**Potential for replication and lessons learned**

The heavy public engagement aspect of this project is not only commendable but also has great promise of replication as well as sharing of lessons learned

## ATTACHMENT NO.2

### MUNICIPALITIES FOR CLIMATE INNOVATION PROGRAM AGREEMENT

#### GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF TECUMSEH**

(herein called "**Recipient**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called "**FCM**")

**WHEREAS:**

- (a) the Government of Canada and FCM have established the Municipalities for Climate Innovation Program (herein called **MCIP**);
- (b) the Government of Canada has funded **MCIP**, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the Parties hereby agree as follows:

#### **ARTICLE 1 DEFINITIONS AND SCHEDULES**

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

**"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted;

**"Business Day"** means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

**"Claim"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Confidential Information"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

**"Eligible Activities"** means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

**"Eligible Expenditure Date"** has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

**"Eligible Expenditures"** means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

**"Grant"** means the grant set forth in Article 2;

**"Grant Amount"** means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

**"Indemnified Parties"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Parties"** means FCM and the Recipient, and **"Party"** refers to any one of them;

**"Project"** means the project described in Part 2 of Schedule A attached hereto;

**"Project End Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

**"Project Start Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

**"Receiving Party"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution  
Part 2: Description of Project, Statement of Work and Project Costs  
Part 3: Reporting Requirements

Schedule B: Part 1: Grant Amount  
Part 2: Particulars of the Sources of Funding  
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution  
Part 2: Reporting Templates  
Part 3: Accepted Practices  
Part 4: Eligible Expenditures

Schedule D: Contact Information

## **ARTICLE 2 THE GRANT**

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient

to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

### **ARTICLE 3 CONDITIONS OF CONTRIBUTION**

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
  - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
  - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; and
  - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement.
  - (e) the Recipient Intellectual Property does not contain any third party intellectual property, confidential information or trade secrets. The Recipient further represents and warrants that it is the exclusive owner of all intellectual property rights contained in the Recipient Intellectual Property and that it has the right to grant the license granted in Section 6.02 of this Agreement.

### **ARTICLE 5 COVENANTS**

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;

- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
  - (i) material change to the Project;
  - (ii) proposed change in the nature or scope of its legal status; or
  - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the "**Assets**"); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

## ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports and other documents prepared in connection with this Agreement or the Project by or on behalf of the Recipient (the "Recipient Intellectual Property") will be the exclusive property of, and all ownership rights shall vest in, the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, sole license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Intellectual Property. This license shall survive the expiration or termination of this Agreement.

## ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to



which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM 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 such reduction, delay or termination of funding.

**ARTICLE 8  
MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

**ARTICLE 9  
NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

**ARTICLE 10  
AUDIT AND ACCESS**

- 10.01 Audit and Access.
- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
  - (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least 6 years after the termination of this Agreement.
  - (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
  - (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

## ARTICLE 11 CONFIDENTIALITY

### 11.01 Confidentiality.

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

## ARTICLE 12 TERMINATION

### 12.01 Termination of the Agreement.

- (a) FCM may terminate this Agreement:
  - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
  - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
  - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
  - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

### 12.02 Effect of Termination. If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

### ARTICLE 13 INDEMNITY

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

### ARTICLE 14 MISCELLANEOUS PROVISIONS

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.

- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.**

**THE CORPORATION OF THE TOWN OF TECUMSEH**

Per: \_\_\_\_\_

Name: Laura Moy  
Title: Clerk

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Gary McNamara  
Title: Mayor

Date: \_\_\_\_\_

*We have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,**

Per: \_\_\_\_\_

Name: Shannon Joseph  
Title: Director, MCIP

Date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## **Schedule A**

### **Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 2 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 2 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

## Schedule A

### **Part 2 Description of Project, Statement of Work and Project Expenditures**

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 15234  
Project Title: Town of Tecumseh Storm Drainage Master Plan  
Project Sector: Water  
Project Type: Feasibility Study

#### **Project summary**

In September of 2016, the Town of Tecumseh experienced significant flooding due to a 100 year storm event that overwhelmed the existing storm sewer and pumping stations. The Insurance Bureau of Canada estimated losses for the flooding at approximately \$145-million. In response to this event, the town will conduct a vulnerability assessment of the current storm drainage network, including eight pump stations, the storm sewer system and the overland flow system. The local Essex Region Conservation Authority is supporting the study, and it is a municipal strategic priority to update the existing storm infrastructure where needed to ensure an adequate level of service to residents.

The focus of the storm drainage Master Plan study will be on the most populated section of the town (approximately 1,282 hectares). The first phase of the study will include a Public Information Centre (PIC) session for local residents. This will kick-start the development of one and two dimensional models of the existing drainage system, including storm sewers, municipal drains and an overland roadway network under a range of storm scenarios. This existing conditions model will review the current level of service of each system and identify any constraints. Based on rainfall data collected during the storm event, a subsequent simulation of the 2016 event under existing conditions will qualify model results. A future conditions model will also assess the vulnerability of service areas under climate change (assuming a 20% increase in precipitation), presenting storm sewer improvement options and potential increases in levels of municipal services. The second phase of the project returns to local residents with the proposed remedial flooding solution designs, and the latter PIC session informs the final recommendations to the Town's council.

The project will follow the requirements of a Municipal Class Environmental Assessment (EA) study. This will include coordination with agency stakeholders and First Nations, posting of study information and project updates on the Town website, a notice of commencement to residents and local agencies, meetings to receive input on recommended solutions, and a notice of completion of the initiative.

Specific deliverables of the study will include the review of low lying areas for attenuation of runoff volume from large storm events and solutions to address limitations in overland conveyance and excessive surface ponding. Pumping station upgrades, storm sewer improvements, major system storage and conveyance upgrades and consideration of green infrastructure as potential solutions for lot-level volumetric controls will also form essential elements of the study. The master plan will form a key component of the Town's broader program of sustainable infrastructure solutions that contribute to reducing the risks and impacts of flooding.

Project Start Date	Project End date
18/Apr/2017	01/Dec/2018



Phases	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditures (\$)
<b>Phase 1: Background Investigation, Model Development, Initial Analysis and Flood Design Options</b>	18/Apr/2017	01/Dec/2017			
<b>Milestone:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session.					
Background Investigation and Summary Report			23,700		23,700
Desktop Assessment of Town Flood Vulnerable Areas and Problem Area Identification and Existing Conditions Review			33,200		33,200
Subcatchment Delineation and Major/minor Connectivity			27,200		27,200
Identify Subcatchment Parameters (Impervious, width, slope, etc)			23,000		23,000
Identify Surface Depression Volumes on Private Property (Through LIDAR)			25,000		25,000
Storm Sewer Design (1:2 & 1:5yr) for Coronado Area and Outlet Analysis			10,500		10,500
Develop Dual Drainage 1D PCSWMM Model with 2D Elements for Areas of Flood Concern			50,000		50,000
Develop and Analyze Town Wide Course Level 2D PCSWMM Model (from LIDAR) to Assess Overland Flow Routes and Areas of Flood Vulnerability			10,500		10,500
Analysis of Scenario A: St. Marks and Skully service area and PS Design Option 1 & 2			7,200		7,200
Analysis of Scenario B: St. Marks and Skully service area and PS Design Option 1 & 2			6,200		6,200
Analysis of Peter Cecile service area and PS Design Option			4,900		4,900
Analysis of Coronado Area and STM Design			5,800		5,800
Analysis of Remaining 5 Service Areas and PS Designs			19,600		19,600
Remedial Flood Measure and Design Analysis			19,600		19,600
Review of Potential Upgrades to E.&W. St. Louis and Lesperance PS			8,600		8,600
Alternative Flooding Solutions			15,000		15,000
Review and Analysis of Flood Solutions for PIC #1 (max, 12 solutions)			11,900		11,900
Public Information Centre 1			26,900		26,900
<b>Phase 1 Subtotals</b>			<b>\$328,800</b>	<b>\$0</b>	<b>\$328,800</b>



<b>Phase 2: Refined Model Analysis and Recommended Remedial Flooding Solution Design</b>	01/Dec/2017	01/May/2018	
<b>Milestone:</b> Based on the feedback from the first PIC, additional model analysis will be completed to further detail and determine recommended remedial flooding solutions for each pump station service area. Completion of Phase 2 will entail a second Public Information Centre (PIC) in which local residents will be able to review the recommended flooding solutions throughout the overall Study Area and provide any additional recommendations or concerns. The major deliverable for Phase 2 will include all PIC#2 documents and a summary of the recommended flooding solutions for each pump station service area completed for the second public engagement session.			
Performance Modelling and Analysis of preferred Remedial Flood Design Solutions	20,300		<b>20,300</b>
Remedial Flood Measure Performance based on Climate Change	7,100		<b>7,100</b>
Pump Station Upgrades and Design	24,800		<b>24,800</b>
Public Information Centre 2	26,900		<b>26,900</b>
<b>Phase 2 Subtotals</b>	<b>\$79,100</b>	<b>\$0</b>	<b>\$79,100</b>
<b>Phase 3: Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion</b>	01/May/2018	01/Dec/2018	
<b>Milestone:</b> Based on the feedback from the second PIC, the recommended remedial flooding solution designs for each pump station service area will be completed for draft and final submission to the municipality. This major deliverable includes costing of the recommended remedial flooding measures and a cost/risk assessment. The final deliverable will be a Tecumseh Stormwater Drainage Master Plan Report and Notice of Completion.			
Costing of Conceptual Remedial Flood Measures	15,400		<b>15,400</b>
Cost/Benefit and Risk Assessment of Remedial Flood Measures	13,600		<b>13,600</b>
Level of Protection and System Performance of Remedial Flood Measures	8,000		<b>8,000</b>
Quality Assurance and Quality Control	6,700		<b>6,700</b>
Impact Assessment	12,600		<b>12,600</b>
Draft Report	31,300		<b>31,300</b>
Final Report	11,700		<b>11,700</b>
Notice of Completion	4,800		<b>4,800</b>
<b>Phase 3 Subtotals</b>	<b>\$104,100</b>	<b>\$0</b>	<b>\$104,100</b>
<b>Total Expenditures</b>	<b>\$512,000</b>	<b>\$0</b>	<b>\$512,000</b>
<b>Total Eligible Expenditures</b>		<b>\$512,000</b>	

## Schedule A

### **Part 3 Reporting Requirements and Project Deliverables**

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of each report is as provided in Part 3 of Schedule C.

<b>Name of Report</b>	<b>Due Date:</b>	<b>Content</b>
Climate Adaptation Maturity Scale	one month following the date of contract execution	Preliminary self-assessment of your organization's institutional readiness and progress in adapting to climate change. - Please refer to schedule C for instructions
Final Report: Phases 1 to 3	01/Dec/2018	- <b>Milestone 1:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session. - <b>Milestone 2:</b> Refined Model Analysis and Recommended Remedial Flooding Solution Design - <b>Milestone 3:</b> Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion
Completion Report	02/Jan/2019	Summary of Final Report (Milestones 1 to 3) - Please refer to schedule C for instructions

## **Schedule B**

### **Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the "**Grant Amount**") that is equal to the lesser of:

the sum of one hundred seventy five thousand dollars (\$175,000); or

eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

## Schedule B

### Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed DD-MMM-YYYY	Amount (\$)	% of total budget
FCM Grant	Grant	Y	24-May-2017	\$175,000	34%
Town of Tecumseh	Cash	Y	30-May-2017	\$337,000	66%
Total funding: [Must equal budget total expenditures]				\$512,000	100%

Budget total expenditures	\$512,000
Budget total Eligible Expenditures	\$512,000

## Schedule B

### **Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/ERR/Final Report and a Request for Contribution.

The Milestone Report/ERR/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
<b>Climate Adaptation Maturity Scale</b>	One month after execution of contract	-	-	-
<b>Final Report:</b> Phases 1 to 3	01/Dec/2018	-	-	-
<b>Completion Report</b>	02/Jan/2019	02/Feb/2019	\$175,000	100%

### **Period of Funding.**

If the Recipient fails to meet the conditions of and fails to obtain the Final Contribution within the earlier of:

24 months from the Project End Date set out in Part 2 of Schedule A, then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement.

## Schedule C

### **Part 1 Request for Contribution, Letter of Attestation and Expense Claim**

#### **[LETTERHEAD OF THE RECIPIENT]**

**[Address]**  
**[Date]**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Ms. Ivone Rey  
Project Officer - MCIP

Ladies and Gentlemen:

**Re: MCIP – no. 15234 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Town of Tecumseh (“Recipient”) (the “Agreement”)**

I, **[Instruction: insert the name of a person named in the agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the **1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup>** or Final (Please choose which contribution you are requesting) Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all reports specified as a condition of disbursement in Part 3 of Schedule A:

- **[Instruction: insert the title of report]**
- Letter of Attestation.

In addition, I have also attached the following documents:

- The Expense Claim
- Updated statement of funding sources and amounts (Part 2 of Schedule B)

The [lead organisation] would like to have the Contribution to be disbursed to the following account:

Name of Bank:  
Address of Bank:  
Telephone no. of Bank: **XXX-XXX-XXXX**  
Bank no.: **XXX [3 Digits]**  
Transit no.: **XXXXX [5 Digits]**  
to the credit of Recipient's Account no.:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Letter of Attestation for Expense Claim

#### [LETTERHEAD OF THE RECIPIENT]

[Address]  
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the "**Letter**") is issued pursuant to the Agreement #15234 (project number) dated [redacted] (the "**Agreement**") between the Federation of Canadian Municipalities ("**FCM**") and the Corporation of the Town of Tecumseh (the "**Recipient**"), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the "**Expense Claim**").

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized official of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the Eligible Expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### Expense Claim

#### [LETTERHEAD OF THE RECIPIENT]

[Address]  
[Date]

Project Number	MCIP 15234
Project Title	Town of Tecumseh Storm Drainage Master Plan

Note: Must be submitted with each Request for Disbursement. The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the milestones identified.

Milestone Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per milestone)	Total Actual Eligible Expenditures Net of Tax Rebates per milestone (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per milestone (\$)	Total Actual Expenditures Net of Tax Rebates per milestone (\$)
Milestone 1: Background investigation, Model Development, Initial Analysis and Flood Design Options	\$328,000			
Milestone 2: Refined Model Analysis and Recommended Flooding Solution	\$79,100			
Milestone 3: Submission of Final recommended Flooding Solution Design/Study Report and Notice of Completion	\$104,100			
<b>Total Expenditures (\$)</b>	<b>\$512,000</b>			

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures – Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment rental			
In-Kind	N/A		
Meetings, Training Sessions and public gatherings			
Professional and/or Technical Services			
Staff remuneration			
Supplies and materials			
Travel and accommodation			
<b>Total Expenditures Incurred (\$)</b>	<b>\$</b>		



## Schedule C

### **Part 2 Completion Report Templates**

#### **How to complete the Study Completion Report**

The purpose of the Study Completion Report is to gather information that will help to share your municipality's experience with others who are looking to undertake similar work and who can benefit from your lessons learned.

Please write the report using plain language that can be understood by non-specialists. A Study Completion Report typically ranges between 5-10 pages in length, but may be shorter or longer depending on the complexity of the Study. Please refer to the suggested word counts for an estimate of how much detail to provide for each question.

Please enclose the following:

- Final electronic copy of the Study Completion Report
- Final electronic copy of the Study
- Final Request for Contribution

**Note:** The electronic copies of the above documents, including all attachments and appendices, must be dated and submitted in either MS Word format (.doc or .docx) or PDF (searchable) format. Documents that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by FCM.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

- **Study Completion Report (including confidential information):** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
- **Abridged Study Completion Report (excluding confidential information):** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

If you have questions about completing this report, please consult FCM staff.

### Study Completion Report

<b>MCIP number:</b>	15234
<b>Working title of the initiative:</b>	Town of Tecumseh Storm Drainage Master Plan
<b>Climate focus (adaptation or mitigation):</b>	Adaptation
<b>Type of study (feasibility or operational):</b>	Feasibility study
<b>Name of lead applicant:</b>	The Corporation of the Town of Tecumseh
<b>Name, title, mailing address, phone, and e-mail address of lead technical contact:</b>	
<b>Date of the report:</b>	

#### 1. Summary

- What are the objectives of the Study and how will the results be used to reduce GHG emissions and/or reduce vulnerability to climate impacts? (e.g. relating to energy, transportation, flooding, etc.) (200 words)
- What is the geographic and/or operational scope of the Study? (100 words)
- What was the total cost of undertaking the Study and how was it paid for?
- How many months did it take to do the Study, from the concept stage through to completion?
- Briefly describe the methodology used in this Study. (300 words)
- Were there any significant changes to the scope and/or costs for the development of this Study (as described in Part 2 of Schedule A of the Agreement) since the start of the work? If so, please describe these changes and provide a brief explanation. (300 words)

#### 2. Who Was Involved?

- Briefly describe who was involved in this Study and what their role was (e.g. municipal staff, consultants, community groups, etc.). Please include names, titles, and contact information for each person involved. (300 words)
- If the lead applicant is not a municipality, briefly explain why your organization undertook this Study. (200 words)

#### 3. Findings and Recommendations

For the questions in this section: If the answer is clearly outlined within the Study itself, it is sufficient to indicate the section and page number(s) on which the information can be found.

- What were the technical and/or operational findings of the Study? Please include quantitative results, along with a brief explanation of their implications. (300 words)
- What were the financial findings of the Study? (e.g. results from a cost-benefit analysis, anticipated financial savings, etc.). Please include quantitative results, along with a brief explanation of their implications. (300 words)

- c. What are the main recommendations of the Study and who are they targeted to? (200 words)
- d. What are the next steps for implementing the recommendations from this Study and when do you expect them to occur? (e.g. Council approval, budget allocation, etc.) (200 words)
- e. What changes do you anticipate to municipal operations and/or climate initiatives as a result of having undertaken this Study? (300 words)

#### **4. Lessons Learned**

In answering the questions in this section, please share reflections based on your experience in undertaking the Study, from the initial planning stages through to its completion.

- a. What would you have done *differently* and why? (300 words)
- b. What were the key factors that allowed for the Study to be successfully undertaken and why? (300 words)
- c. What barriers and/or challenges were encountered in undertaking this Study and how were these addressed? (300 words)

#### **5. Knowledge Sharing**

- a. Aside from the Study itself, did your work result in anything else that could be of use to other municipalities? If so, please briefly describe each item below, and include a copy when submitting this report so that it can be shared. (300 words)

(Examples include a new policy, operating practice, model by-laws, a public consultation manual, check-lists, a measurement tool to assess progress in adapting to the impacts of climate change and/or reducing GHG emissions, etc.)

- b. Did your municipality refer to any informational resources or consult with other municipalities in the development of this Study? If so, which ones and how? (200 words)
- c. Is there a website where more information about the Study can be found? If so, please provide the link below.
- d. Would someone from your municipality like to provide a 50-100 word quote that can be used to accompany the Study's promotion? If so, please include it below, along with the full name and title of the person. (The quote could highlight the Study's objectives, key findings, anticipated outcomes following implementation, etc.)

#### **6. Awards and Recognition**

- a. Please describe any recognition, awards, or notable public support received relating to this Study. (200 words)

#### **7. Contact information**

- a. Please provide the name, title, phone, email, and mailing address of someone who can be contacted for more information about the Study (if different from the Lead Technical Contact).

## 8. Self-Assessment on Improved Adaptation and/or Advancement in Emissions Reductions

*Adaptation:* Please refer to the Climate Adaptation Maturity Scale to complete the self-assessment table below.

Competence	Highest completed maturity level at beginning of Study	Highest completed maturity level at completion of Study	Notes on Progress Made	
			For each outcome area in which you made progress, provide one sentence to describe the actions taken.	
Policy and performance measurement	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Policy and objectives	
			Strategy and framework	
			Measurement and monitoring	
Human resources and governance	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Cross-functional groups	
			Aligned culture	
			Stakeholder engagement	
Technical and risk management capacity	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Data and performance management	
			Technical tools	
			Economic considerations	

Note: All outcomes must have been achieved to have completed a particular level.

## **Schedule C**

### **Part 3 Accepted Practices**

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, **The Corporation of the Town of Tecumseh**. All Rights Reserved.

The preparation of this [plan/ study/capital project] was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

## Schedule C

### Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after Eligible Expenditure Date of 18/Apr/2017,

#### Eligible Activities

Expenditure Category	Eligible Expenditures	Ineligible Expenditures
<b>1) Pre-application</b>	N/A	<ul style="list-style-type: none"> <li>Any expenditure incurred prior to FCM's eligible expenditure date.</li> <li>Expenditure of developing this proposal or application.</li> </ul>
<b>2) Administrative and Overhead Expenditures</b>	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> <li>Communication expenditures (e.g. long-distance calls or faxes).</li> <li>Permits or certifications required for the project.</li> <li>Outsourced printing or photocopying.</li> <li>Acquisition of documents used exclusively for the project.</li> <li>Document translation.</li> <li>Transportation, shipping, and courier expenditures for delivery of materials essential for the project.</li> <li>Design and production of communication products to promote project outcomes and benefits to the public.</li> <li>Advertising, website development, project education materials or expenditures to disseminate project communications products.</li> <li>Public engagement expenditures, such as surveys, web tools, other materials.</li> </ul>	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> <li>Office space, real estate fees and supplies.</li> <li>Financing charges and interest payments.</li> <li>Promotional items.</li> <li>Hospitality expenses (food and drink, alcohol, entertainment, etc.).</li> </ul>
<b>3) Capital Expenditures</b>	<ul style="list-style-type: none"> <li>Specialized system hardware.</li> <li>Software expenditures up to a maximum of \$25,000 will be accepted, unless otherwise approved by FCM.</li> <li><b>For Capital Projects only:</b> Expenditures essential for conducting the project. This would include construction expenditures, materials, renovation and modernization expenditures, and installations expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Purchase or lease of real estate.</li> <li>Capital expenditures related to regular business activities and not a specific requirement of the project.</li> </ul>



<b>4) Equipment Rental</b>	<ul style="list-style-type: none"> <li>Rental of tools and equipment.</li> <li>Related operating expenditures such as fuel and maintenance expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Rental of tools or equipment related to regular business activities.</li> </ul>
<b>5) In-Kind</b>	N/A	<ul style="list-style-type: none"> <li>Any goods and services received through donation</li> </ul>
<b>6) Meetings, Training Sessions, and Public Gatherings</b>	<ul style="list-style-type: none"> <li>Expenditures associated with accessing reference materials such as standards, templates and toolkits.</li> <li>Expenditures related to meetings and public gatherings that communicate the project to the public and that collect feedback: Examples: facility rental and audiovisual equipment.</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>Food and drink</li> <li>Alcohol</li> <li>Door prizes</li> <li>Entertainment</li> <li>Music</li> <li>Decorations</li> <li>Flowers, centerpieces</li> <li>Etc.</li> </ul>
<b>7) Professional and/or Technical Services</b>	<ul style="list-style-type: none"> <li>Fees for professional or technical consultants and contractors, incurred in support of eligible activities.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures associated with regular business activities not related to the project.</li> <li>Legal fees.</li> </ul>
<b>8) Staff Remuneration</b>	<ul style="list-style-type: none"> <li>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ul style="list-style-type: none"> <li>a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</li> <li>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> <li>i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</li> <li>ii. paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>In-kind contribution of services.</li> <li>Participant salaries.</li> <li>Expenditures related to regular business activities</li> <li>Overtime Pay</li> <li>Bonuses / performance pay</li> <li>Fringe benefits such as; <ul style="list-style-type: none"> <li>sick days</li> <li>pension plan</li> <li>any other fringe benefits not listed as eligible</li> </ul> </li> <li>Costs related to ongoing or other business activities and not specifically required for the project.</li> <li>Staff wages while receiving training or attending learning events.</li> <li>Professional membership fees or dues.</li> </ul>

	<p>Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
<b>9) Supplies and Materials</b>	<ul style="list-style-type: none"> <li>Supplies and materials required to undertake the project.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures related to regular business activities</li> </ul>
<b>10) Taxes</b>	<ul style="list-style-type: none"> <li>The portion of Provincial/ Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.</li> </ul>	<ul style="list-style-type: none"> <li>The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.</li> </ul>
<b>11) Travel and Accommodation</b>	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> <li>Travel and associated expenses for implementing partners, guest speakers and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative.  <a href="http://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html">www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html</a></li> </ul> <p><i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i></p>	<ul style="list-style-type: none"> <li>Any travel expense that is not paid in accordance with the Treasury Board of Canada guidelines</li> <li>Any expenditure that is not necessary to conduct the project.</li> <li>Participant honorariums.</li> </ul>

**Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.**



## **Schedule D**

### **Contact Information**

#### **Notices and Requests.**

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

#### **FCM**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P8

Attention: **Ivone Rey**  
Email: **irey@fcm.ca**

#### **Recipient**

**The Corporation of the Town of Tecumseh**  
**Public Works & Environmental Services**  
**917 Lesperance Road**  
**Tecumseh, Ontario**  
**N8N 1W9**

Attention: **Daniel Piescic**  
Email: **dpiescic@tecumseh.ca**



## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 47/17

**TO:** Mayor and Members of Council

**FROM:** Kirby McArdle, Manager Roads & Fleet

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Proposed Pedestrian Crossing on St. Gregory's Road at the Intersection of Cada Crescent

---

### **RECOMMENDATIONS**

It is recommended that:

1. Public Works & Environmental Services Report No. 47/17, dated September 15, 2017, titled Proposed Pedestrian Crossing on St. Gregory's Road at the Intersection of Cada Crescent, be received; and that
2. Council authorize Administration to proceed with *Option One: Do Nothing* as contained and discussed herein respecting the installation of a Pedestrian Crossing on St. Gregory's Road at Cada Crescent.

### **BACKGROUND**

At the Regular Council Meeting held November 8, 2016, Council instructed Administration to investigate whether the installation of a crosswalk or some form of pedestrian crossover at the intersection of St. Gregory's Road and Cada Crescent is warranted (Resolution: RCM 390/160). At the February 14, 2017 Regular Meeting of Council, Council further requested that this investigation include soccer season.

The issue of installing a pedestrian crossing on St. Gregory's Road had been brought before Council in 2014 and responded to via Public Works & Environmental Services Report No. 14/12. At that time, Administration requested Dillon Consulting (Dillon) prepare a Traffic Investigation Report to evaluate the need for implementing traffic control measures for pedestrians at St. Gregory's Road and Village Grove Drive (approximately 0.5 km west of the intersection of St. Gregory's Road at Cada Crescent). Dillon's analysis found that additional traffic pedestrian control at St. Gregory's Road and Village Grove Drive was not warranted. In fact, the report recommended that the pedestrian pavement markings on St. Gregory's Road and signage in place at that time be removed as they were not in accordance with Book 12 of the Ontario Traffic Manual (OTM). Council concurred with the recommendation and Public Works subsequently removed the pedestrian crossing lines and signage on St. Gregory's Road at Village Grove Drive.

### **COMMENTS**

#### **Analysis**

As part of our review of this matter, Public Works staff collected traffic and pedestrian counts during three different times in 2017; twice in June while school was still in session and once in August during

an evening when soccer games were taking place at Green Acres Optimist Park on St. Gregory's Road.

Pedestrian counts for the requested location were performed on June 20 and June 22, 2017 for an eight hour period during the day. The counts were recorded during the day to ensure pedestrian counts included pedestrians walking to and from school during the day. The counts are displayed in Table 1.

**TABLE 1**

June 20/17	TRAFFIC COUNTS		PEDESTRIAN COUNTS	
Time	East - West	Cada @ St. Gregory's	Age 12 - 65	N/A [<12, >65]
7:00 – 8:00	165	28	4	0
8:00 – 9:00	300	42	10	11
9:00 – 10:00	182	19	7	5
10:00 – 11:00	180	30	2	0
11:00 – 12:00	200	17	4	0
12:00 – 13:00	215	28	2	0
13:00 – 14:00	177	20	4	0
14:00 – 15:00	235	33	19	2
15:00 – 15:30	108	9	1	9
<b>Total</b>	<b>1,762</b>	<b>226</b>	<b>53</b>	<b>27</b>

Figure 1 (below) illustrates that with the net eight hour pedestrian volume of 107 ( $53 + (27 \times 2)$ ) and an eight hour vehicular volume of 1,762 recorded on June 20, 2017, do not justify a traffic signal at St. Gregory's Road and Cada Crescent when evaluated in accordance with Ontario Traffic Manual Book 12.

**FIGURE 1**

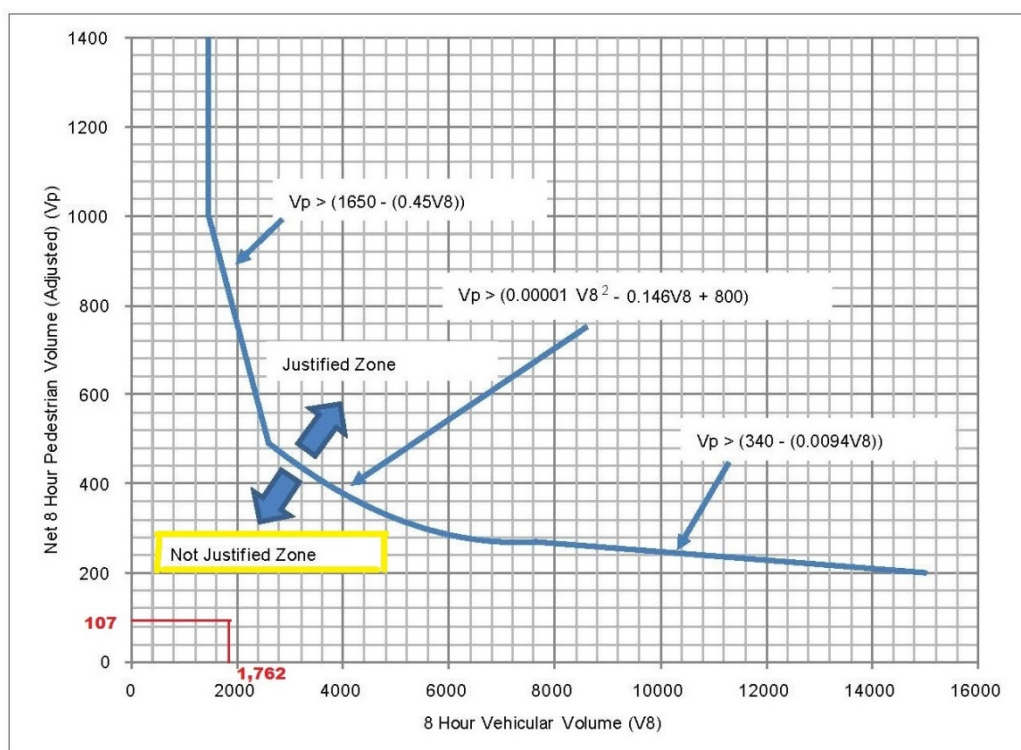


Fig. 3. OTM Book 12 Justification 6 - Pedestrian Volume

Figure 2 (below) illustrates that the net pedestrian delays over an eight hour time period, does not warrant a traffic signal at St. Gregory's Road at Cada Street when evaluated in accordance with Ontario Traffic Manual Book 12.

**FIGURE 2**

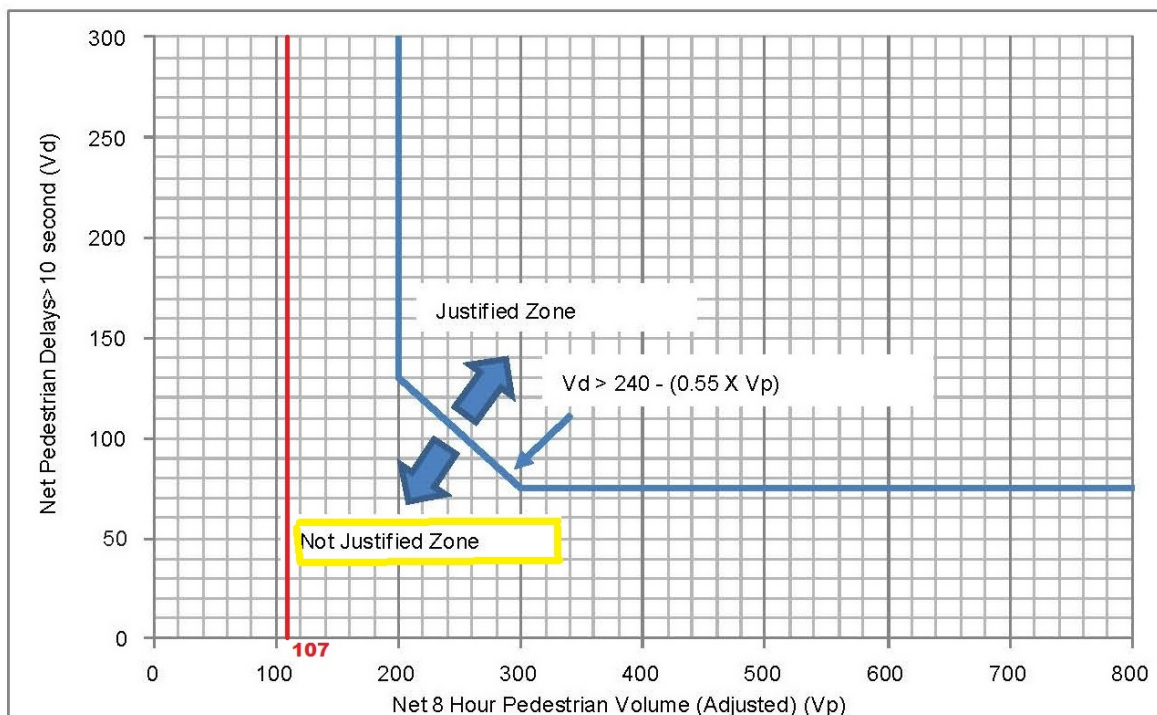


Fig 4: OTM Book 12 Justification 6 - Pedestrian Delay

Traffic and pedestrian counts were also recorded on June 22, 2017.

**TABLE 2**

June 22/17	TRAFFIC COUNTS		PEDESTRIAN COUNTS	
Time	East - West	Cada @ St. Gregory's	Age 12 - 65	N/A [<12, >65]
7:00 – 8:00	185	33	2	0
8:00 – 9:00	285	39	7	3
9:00 – 10:00	227	25	3	3
10:00 – 11:00	187	22	3	2
11:00 – 12:00	221	25	2	0
12:00 – 13:00	226	15	0	0
13:00 – 14:00	267	28	0	0
14:00 – 15:00	242	29	1	0
15:00 – 15:30	80	13	2	0
<b>Total</b>	<b>1,920</b>	<b>229</b>	<b>20</b>	<b>8</b>

Figure 3 (below) illustrates that the net eight hour pedestrian volume of 36 ( $20 + (8 \times 2)$ ) and an eight hour vehicular volume recorded of 2,149 ( $1,920 + 229$ ) on June 22, 2017, do not justify a traffic signal at St. Gregory's Road and Cada Crescent when evaluated in accordance with Ontario Traffic Manual Book 12.

**FIGURE 3**

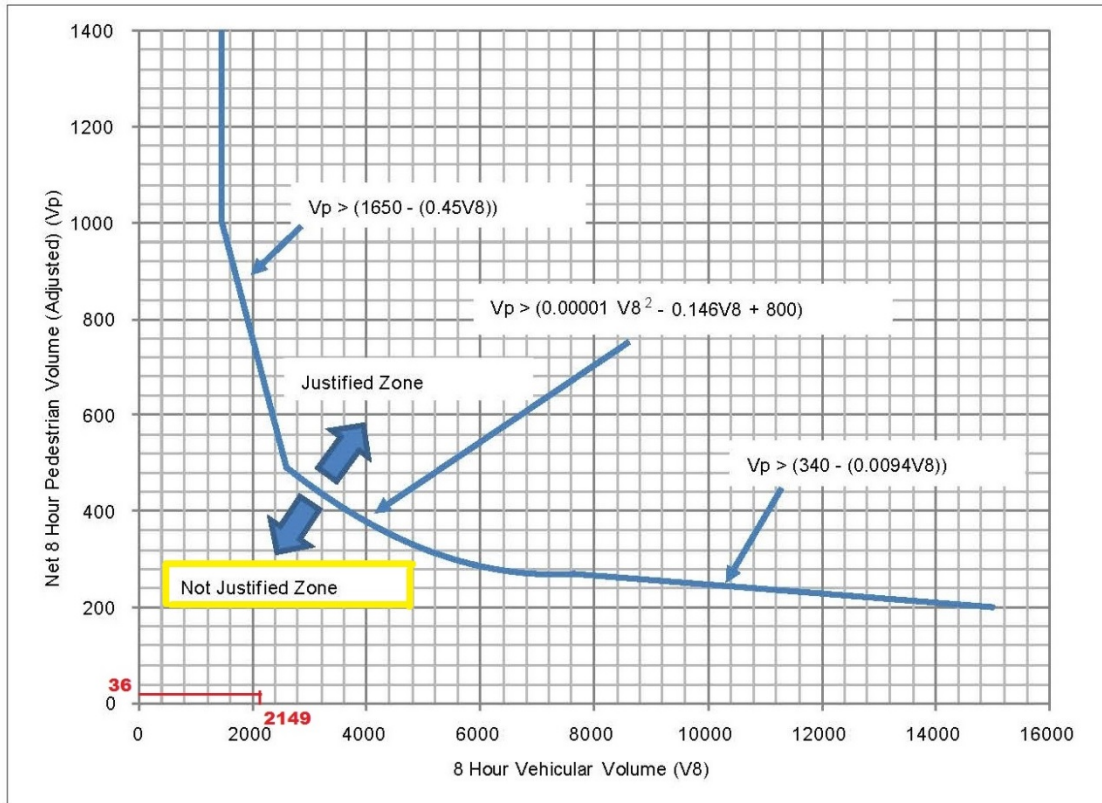


Figure 3: OTM Book 12 Justification 6 - Pedestrian Volume

Figure 4 (below) illustrates that the net pedestrian delays over an eight hour time period on June 22, 2017 (adjusted), does not warrant a crosswalk at St. Gregory's Road at Cada Street when evaluated in accordance with Ontario Traffic Manual Book 12.

**FIGURE 4**

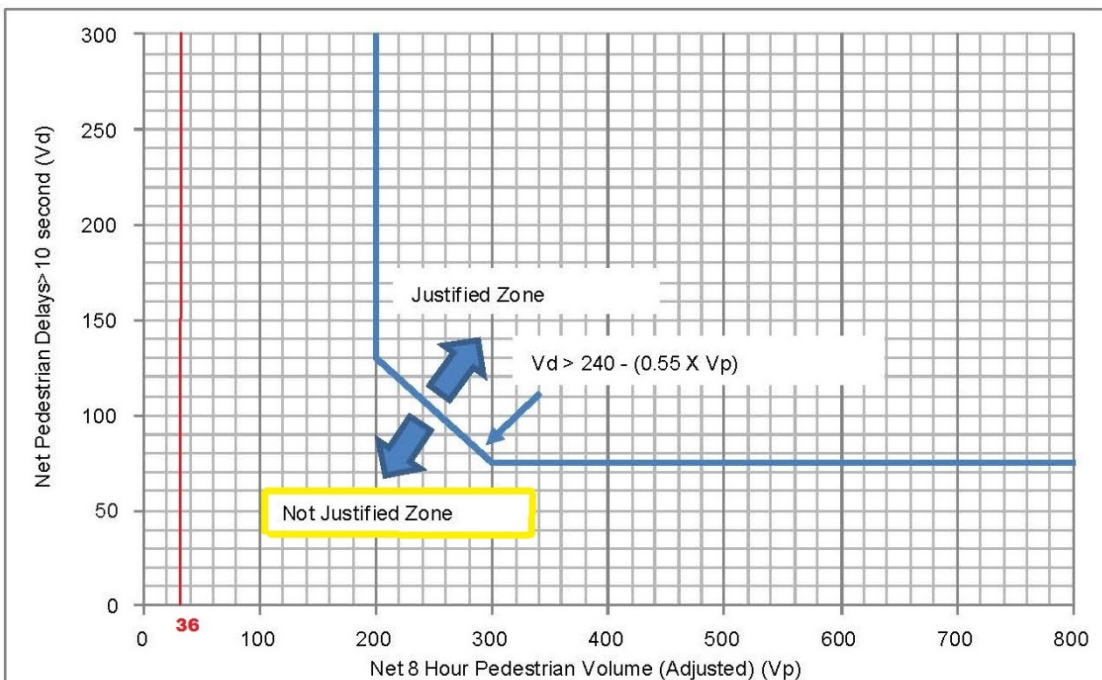


Fig. 4: OTM Book 12 Justification 6 - Pedestrian Delay

The vehicular and pedestrian counts were also undertaken for a four (4) hour period on the evening of August 9<sup>th</sup>, 2017 during which time soccer games were taking place at Green Acres Optimist Park. The counts are provided below in Table 3.

**TABLE 3**

<b>August 9/17</b>	<b>PEDESTRIAN COUNTS</b>	
Time	Age 12 - 65	N/A [<12, >65]
17:00 – 18:00	4	8
18:00 – 19:00	10	3
19:00 – 20:00	7	5
*20:00 – 21:00	0	0
<b>Total</b>	<b>21</b>	<b>16</b>

*\*soccer finished*

The net four hour pedestrian volume August 9, 2017 is adjusted to a pedestrian volume of (21+ (16x2)) is 53.

Analysis of the requested location (St. Gregory's Road at Cada Crescent) was undertaken in accordance with the current edition of OTM Book 15, Pedestrian Crossing Treatments. The methodology of the analysis in Book 15 has recently been amended and approved as part of the *Ontario Highway Traffic Act* through Bill 31 (June 2016). This amendment has allowed the Province to introduce new variations to the Pedestrian Crossover (PXO). The new crossing treatments allow pedestrians to cross the right-of-way under a greater number of conditions, while providing municipalities a more cost effective solution to ensure pedestrian safety.

Based on this analysis and the methodology set out in OTM Book 15, the requested location for a pedestrian crosswalk is not a candidate for PXO. Detail of the analysis is provided below:

- All pedestrian counts were adjusted to achieve the adjusted pedestrian volume of equivalent adults as defined in OTM Book 12. These adjustments are made for young children and elderly pedestrians, referred to as assisted pedestrians.
- The factored pedestrian volume is calculated as;

$$\text{Adjusted Volume} = \text{Unassisted Pedestrians} + 2 \times \text{Assisted Pedestrians}$$

- The adjusted counts were used to assess the potential for a pedestrian crossing using the Decision Support Tool (DST) – Preliminary Assessment as detailed in the OTM Book 15. The location is first assessed for traffic signal warrants. These warrants are in accordance with OTM Book 12 and were not found to be met in 2012 and again, with the most current counts, not met in 2017. This is evident in Figures 1, 2, 3 and 4.
- The next warrant is the eight hour pedestrian counts and eight hour traffic counts. Alternatively, a four hour count can be used in the analysis. Of the three count dates only one date, June 20, marginally exceeds the eight hour pedestrian threshold of 100. The counts recorded on June 20 totaled 107 adjusted pedestrians. The other two count dates do not exceed the eight hour or four hour thresholds shown in the DST.
- The next warrant is whether the location is within 200 m of another traffic control device. The location requested is situated 120 m west of a three way stop controlled intersection. Therefore,

this warrant condition is not met.

- The next consideration of the DST is whether the proposed crosswalk location is a requirement of system connectivity or along pedestrian desire lines. This is a question of opinion **and** sound engineering judgement and covered specifically in the OTM Book 15.

*"If a pedestrian crossing control can be justified based on system connectivity or pedestrian desire line requirements and the distance of the site to the nearest traffic control device is **more than 200 m**, then the site is a candidate for a pedestrian crossover. Otherwise, if the distance of the site to the closest traffic control device is less than 200 m, the site is not a candidate for a pedestrian crossing control."*

This final warrant has not been met in assessing this location for a pedestrian crossing control since a three way stop is located **120 m** east of said pedestrian crossing control proposed on St. Gregory's Road at Cada Crescent.

The DST flow charts for June 20, 22 and August 9, 2017 are appended to this report as Attachment 1. The highlighted path of the analysis is shown which justifies that the location of St. Gregory's Road at Cada Crescent is not a candidate for a pedestrian crossing control.

### **Ontario Provincial Police**

The Ontario Provincial Police were consulted and have indicated that there have been no motor vehicle accidents on St. Gregory's Road from Jason Court to Arlington Boulevard over the past four years.

### **Options for Consideration**

Administration therefore provides three options for Council's consideration respecting the proposed crosswalk installation on St. Gregory's Road at Cada Crescent:

1. Do Nothing;
2. Install signage and pavement markings per OTM Book 15, based on the lowest PXO criteria; or
3. Install a Traffic Signal

#### Option One: Do Nothing

This Option maintains status quo: no pedestrian crossing markings; no pedestrian crossing signage. Pedestrians are to cross St. Gregory's Road at a controlled intersection; i.e. at the existing three way stop control at St. Gregory's Road and Edgewater Boulevard.

#### Option Two: Install Signage and Pavement Markings

This option is not warranted and if implemented would result in a precedent being set whereby the tools afforded to Administration in the OTM Book 15 to assess and analyse the need for future PXO requests will be significantly hampered. This type of PXO is new in Ontario and may not yet be well understood by the public. The onus will be on the pedestrian to ensure that it is safe to cross before entering the crosswalk. It would be appropriate to implement a public education campaign should this Option be chosen. Implementation of the PXO would be approximately \$10,000.

#### Option Three: Install a Traffic Signal

This Option is not warranted and if implemented would result in an unnecessary expense to install traffic signal infrastructure at an estimated expense of \$175,000. Based on consultation with the OPP no need for traffic signals exists at that location.



## **Recommendation**

Given the aforementioned information, Administration recommends that:

1. Public Works & Environmental Services Report No. 47/17, dated September 15, 2017, titled Proposed Pedestrian Crossing on St. Gregory's Road at the Intersection of Cada Crescent, be received; and that
2. Council authorize Administration to proceed with *Option One: Do Nothing* as contained and discussed herein respecting the installation of a Pedestrian Crossing on St. Gregory's Road at Cada Crescent.

Should Council direct Administration to install some form of PXO against the recommendations contained within this report, Administration would advise that it should only be of the lowest form of pedestrian crossing treatment as contained within OTM Book 15.

Council should further consider that the OTM are guidelines used throughout Ontario to assist Municipalities with decisions such as this. The installation of a PXO contrary to the findings where they are not warranted will set a precedent that will significantly impede Administration's ability to constructively and impartially review future requests and Council should be aware of this reality.

## **CONSULTATIONS**

Ontario Provincial Police  
Ministry of Transportation - OTM

## **FINANCIAL IMPLICATIONS**

No financial allowances have been included in the 2017 budget for the installation of a pedestrian crossing control. Therefore, if Council decides to proceed with Option 2 or 3, there will be financial impacts as detailed above.

It should also be noted that there are on-going operating costs associated with Options 2 and 3 which will necessitate an allocation in future operating budgets.



## **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:

---

Kirby McArdle, P.Eng.  
Manager Roads & Fleet

Reviewed by:

Reviewed by:

---

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

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment:

1. OTM Book 15 – Decision Support Tool, June 20, 2017  
OTM Book 15 – Decision Support Tool, June 22, 2017  
OTM Book 15 – Decision Support Tool, August 9, 2017

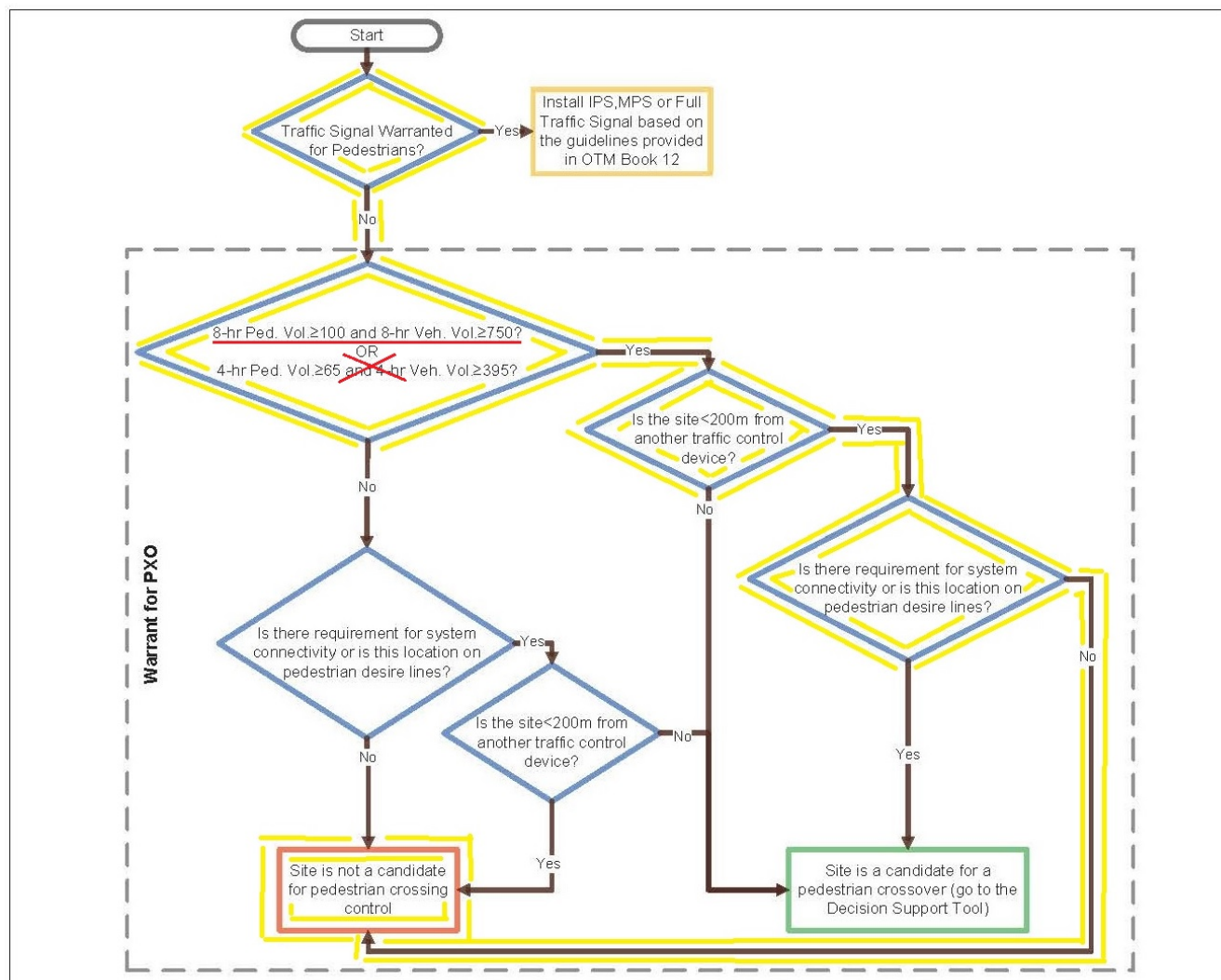
KMc

## ATTACHMENT 1

### 1. DECISION SUPPORT TOOL

JUNE 20, 2017

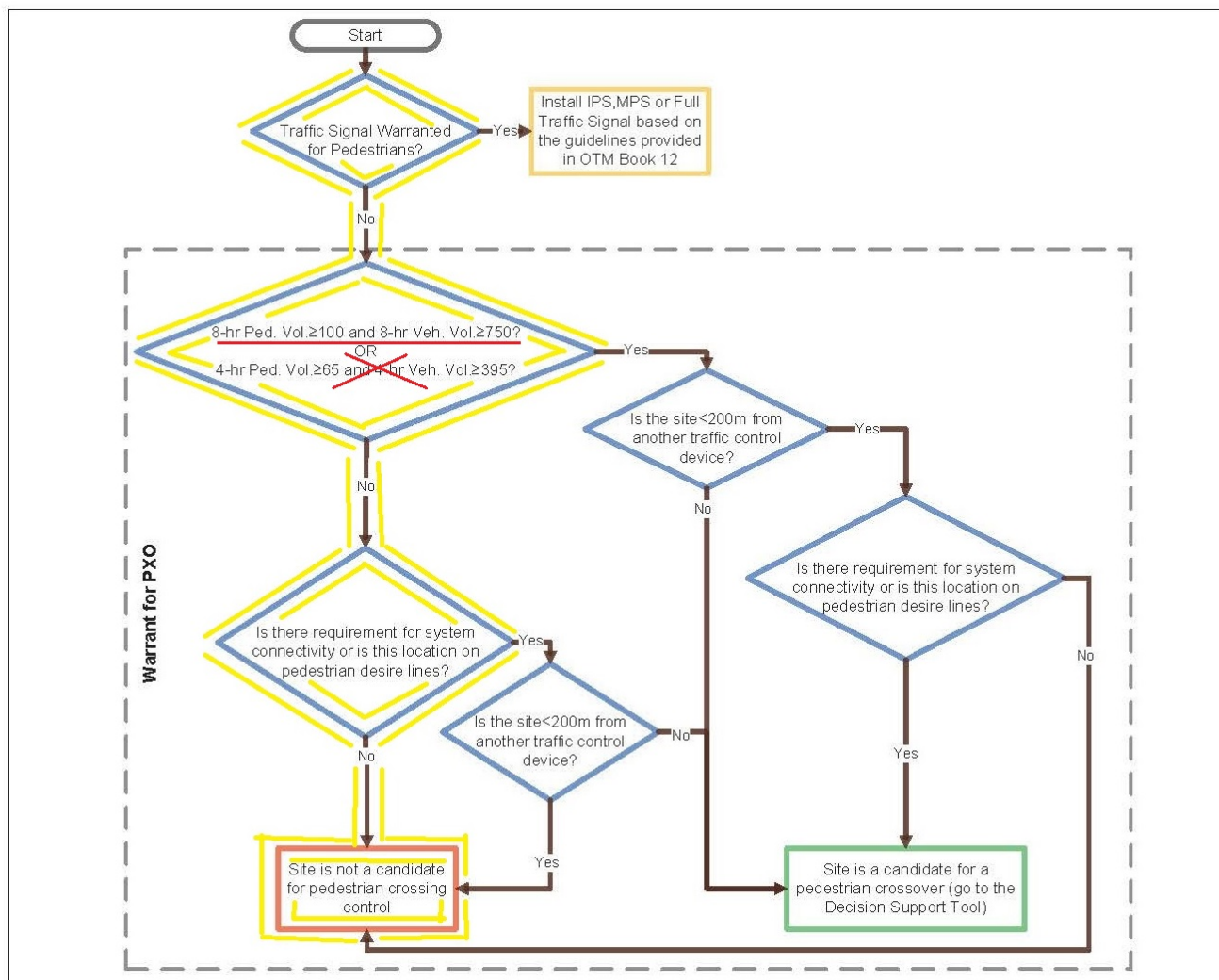
7:00 AM to 3:30 PM



Conclusion: This site is not a candidate for pedestrian crossing control.

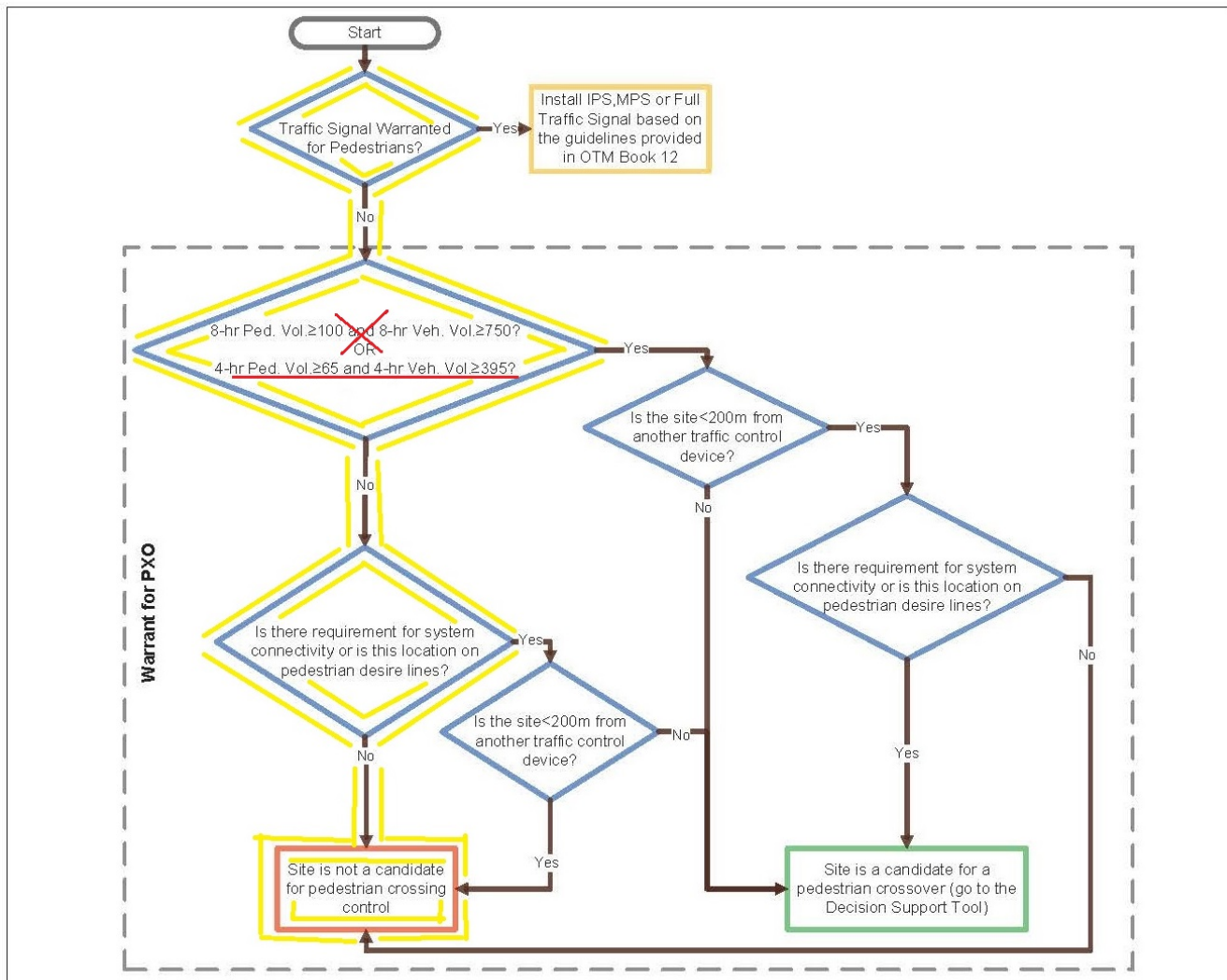
## 2. DECISION SUPPORT TOOL

JUNE 22, 2017  
7:00 AM to 3:30 PM



Conclusion: This site is not a candidate for pedestrian crossing control.

Conclusion: This site is not a candidate for pedestrian crossing control.





## THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services  
Report No. 48/17

**TO:** Mayor and Members of Council

**FROM:** Denis Berthiaume, Manager, Water & Wastewater

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

**DATE TO COUNCIL:** October 24, 2017

**SUBJECT:** Essex Region Source Protection Area  
2016 Annual Report

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### **RECOMMENDATIONS**

It is recommended that:

1. The Essex Region Source Protection Area 2016 Annual Report dated September 5, 2017, from the Essex Region Conservation Authority, be received.

### **BACKGROUND**

Ontario is committed to protecting drinking water from source to tap. The *Clean Water Act*, 2006 enables communities to protect their drinking water sources through the preparation of collaborative, locally developed, science-based Source Protection Plans. Source Protection Plans (SPP) are to contain policies for the protection of Drinking Water Sources, and implementers of the SPP policies needed to be ready for implementation of Plan policies by mid-2014.

On November 1, 2013 the Ministry of Environment launched Ontario's Source Protection Municipal Implementation Fund, which will distribute \$13.5 million to 189 eligible municipalities over three years. A total of \$250,346 was announced for municipalities within the Essex Region Source Protection Area.

#### **Essex Region Source Protection Plan**

The Source Protection Plan for the Essex Region Source Protection Area was approved by the Ministry of Environment and Climate Change. This plan, effective October 1, 2015, sets out policies that will protect the water sources that supply our municipal drinking water systems.

The plan was developed by the Essex Region Source Protection Committee and its municipal and community partners. The plan is a requirement of Ontario's *Clean Water Act*, which was passed as a response to the Province's inquiry into the Walkerton drinking water tragedy. The Source Protection Plan was developed over several years and is based on technical studies, collaborative policy development, and extensive public consultation. The process was guided by a Source Protection Committee made up of representatives from municipalities, business, industry, landowners, and other stakeholders.

"We are proud of the work of the Source Protection Committee in reaching this goal," said Tom Fuerth, Chair of the Source Protection Committee. "Collaboration with our local stakeholders, municipal partners and the Ministry resulted in policies designed to protect sources of municipal water supply. The science-based process will provide ongoing protection by recognizing and minimizing the risk to

water supply sources from land use activities. We look forward to continuing with our partners into the future to enhance the protection of existing and future sources of drinking water.”

Policies in the Source Protection Plans include a variety of approaches to manage and prevent risks to municipal drinking water. These approaches include education and outreach, the development of risk management plans, land use planning, and monitoring. These policies will help to keep contaminants out of our rivers and lakes that are sources of municipal drinking water.

The source protection planning process is directed and funded by the Ontario Ministry of the Environment and Climate Change in conjunction with municipalities. Local Conservation Authorities provide additional technical, communications and administrative support for the source protection planning process.

### **Quick Facts**

- Municipal drinking water supplies in the Essex Region are all drawn from the Great Lakes system – the Detroit River, Lake Erie and Lake St. Clair
- There are seven municipal water treatment plants (WTPs) in the region and an additional plant in Wheatley which serves part of the Municipality of Leamington
- When completed, watershed-based source protection plans will protect more than 450 municipal drinking water sources across Ontario
- Ontario has provided more than \$200 million for source protection planning since 2004

### **COMMENTS**

Source water is the water that we take from lakes or rivers to supply people with drinking water. The Clean Water Act is part of the Ontario government's commitment to ensure access to safe drinking water. It requires the development and implementation of local watershed-based Source Protection Plans (SPP) to protect the source water that supplies municipal drinking water systems from contamination and overuse, now and into the future. Following an extensive process that included broad public input, the Essex Region SPP came into effect on October 1, 2015 and the Thames-Sydenham and Region SPP came into effect on December 31, 2015.

### **Provincial Implementation**

Prescribed Instrument policies use provincially issued documents to address potential significant drinking water threats through their licencing and approval processes (i.e. Environmental Compliance Approvals, Aggregate Licenses, Wayside Permits, etc.). The provincial ministries that are named as implementing bodies in the Essex Region Source Protection Plan include the Ministry of Transportation (MTO), Ministry of Natural Resources and Forestry (MNRF) and the Ministry of the Environment and Climate Change (MOECC).

The MTO worked with a committee to complete a road sign design to be used across the province. They have installed a total of 42 signs in Mississippi-Rideau, Niagara Region, North Bay Mattawa, Sault Ste. Marie, Sudbury and Trent Conservation Coalition. Five signs will be installed in the Essex Region. The intended completion date for all regions is no later than Fall 2018. The MNRF and MOECC have developed Standard Operating Policies (SOPs) to address existing and future threats. In order to notify stakeholders of this approach, the MOECC posted an information notice with a summary of their source protection SOPs on the Environmental Registry (EBR #012-2968) on April 1, 2015. Both the MNRF and MOECC are in the process of reviewing existing instruments.

### **Municipal Implementation**

All municipalities in the Essex Region are in compliance with the implementation of Part IV policies through the delegation of ERCA as the provider of their Risk Management Services. The County of Essex has completed the installation of their road signs, and the other municipalities to which this policy applies intend to have their road signs installed in 2017. Policies directed to the City of Windsor regarding Combined Sewer Overflows and Stormwater Management are either well under way or complete. All remaining policies directed at specific municipalities are in progress and are expected to be implemented as ongoing practices. ERCA staff continues to work closely with municipal staff to ensure implementation of all policies in the Essex Region Source Protection Plan.

### **Essex Region Conservation Authority Implementation**

ERCA's main role has been to provide guidance to municipalities related to the implementation of their policies. There are some outstanding policies for ERCA staff to address, which will be completed in 2017.

In early 2016, all municipalities in the Essex Region agreed to delegate the provision of services required to meet the municipalities' obligations under Part IV of the *Clean Water Act, 2006* to the Essex Region Conservation Authority. The Risk Management Official/Risk Management Inspector (RMO/I) provides these services on behalf of the municipalities in the Essex Region Source Protection Area, as well as the southernmost portion of the Thames-Sydenham and Region Source Protection Region (for parts of Lakeshore and Leamington, and the Municipality of Chatham-Kent). The Essex Region Risk Management Office collaborates with the Thames- Sydenham and Region Source Protection Authority to ensure consistent implementation of our similar policies.

The RMO/I is responsible for implementing policies that prohibit (section 57) or manage (section 58) activities identified as Significant Drinking Water Threats (SDWTs). In the Essex Region Source Protection Plan, activities are only prohibited if they are not known to occur in identified vulnerable areas and are unlikely to occur in the future. The RMO/I is working with municipalities affected by prohibition policies to determine if zoning by-laws can or are already prohibiting these uses. To date, no new applications have been received for any of these prohibited activities. It is anticipated that the majority of the SDWTs in the Essex Region will be managed with a Risk Management Plan (RMP).

The Handling and Storage of large volumes of liquid fuel was identified as a SDWT throughout a large vulnerable area called the Event Based Area (EBA). To date, the RMO/I has focussed on addressing both existing and future fuel threats. There are additional SDWTs identified in Lakeshore IPZ-1, Windsor IPZ-1, Windsor IPZ-2 and Amherstburg IPZ-1. However, the land portion of these areas is typically small and/or dominated by residential or municipal land uses. There have not yet been any applications reviewed to date for the other Part IV policies in these locations. At the time of Plan implementation, there were no existing threats identified in these vulnerable areas.

Policies written using section 59 of the *Clean Water Act* are intended to act as a screening tool used by municipal planning and building staff to identify any new potential Significant Drinking Water Threats. These are referred to as 'future threats' in the policies. These policies were effective when the Source Protection Plans took effect and were a priority for implementation. The RMO/I issued a written guidance document to assist the municipalities in expediting the section 59 screening process. ECRA have since met with staff at all municipalities and with municipal planners at two Inter-Municipal Planning Consultation Committee (IMPCC) meetings to review the guidance document, ensure its implementation and to provide updates on the Risk Management Program. This has allowed the RMO/I to receive only the applications to which Source Protection Plan policies apply (e.g. non-residential properties where fuel is being installed). As a result of this, the section 59 screening process has increased in efficiency and we are able to process applications within five business days. There are several potential outcomes from a section 59 review that are identified in Tables 1 and 2.



During the preparation of the Assessment Report, several existing potential significant drinking water threats (i.e. large fuel tanks located in the EBA) were identified. The policy written to address these threats uses section 58 (Risk Management Plans) of the *Clean Water Act*. All identified potential existing threats must be addressed within five years of the Source Protection Plan taking effect. The RMO/I confirms whether or not these threats meet the criteria to be considered a SDWT (i.e. meet the volume thresholds and are located within the EBA) by conducting a site visit. If the identified threat does not meet these criteria, the landowner is issued a letter notifying them that no further action is required at this time (s.57 or s.58 of Part IV of the *Clean Water Act, 2006* do not apply). If a threat does meet the criteria, the RMO/I will work with the landowner to develop a Risk Management Plan. The RMO/I is reaching out to identify tank owners to arrange these site visits. We are also looking for opportunities to reach larger audiences. For example, in August of 2016, RMS Staff held a Risk Management Workshop in partnership with the Ontario Greenhouse Vegetable Growers at their office in Leamington. A total of nineteen growers with approximately thirty properties attended the workshop, which resulted in a number of site visits to address existing Significant Drinking Water Threats. Actions taken to address existing threats are also outlined in in Tables 1 and 2.

The RMO/I has developed a Source Water Protection package that is given to landowners at site visits for either new or existing threats. The package contains a Risk Management Plan (RMP) template, as well as supplemental information about the Source Water Protection Program. The RMP template includes examples of spill reporting forms, emergency response plans, spill prevention and containment plans, fuel tank inspection records, employee spill and emergency response training forms, certificate of installation templates and a contact information sheet for spill reporting, training, cleanup, tank removal and inspection. The package also contains a sticker to be placed on fuel tanks indicating that the tank is in a vulnerable area and includes the number for the Spills Action Center.

To keep track of all of the actions completed by the RMO/I, ECRA has developed a database that ensures that all applications and subject properties are adequately addressed and properly organized. This database has been beneficial thus far in tracking applications, notices, and letters to landowners that are affected by the policies. This database is designed to allow staff to generate letters in response to Building Permit or Planning applications and is being updated to easily generate reports.

### **Challenges Faced and Next Steps for Part IV implementation**

The Risk Management Services Office has faced a number of challenges in the first year of implementation. It takes a significant amount of time for landowners to gather the information required for their risk management plans, specifically, obtaining certification that the fuel tanks in the vulnerable areas have been installed according to applicable code. Landowners have expressed that this information can be difficult to obtain and seems to be prolonging the establishment of their risk management plan, particularly for existing tanks that may have been installed several years ago.

It can be challenging to find accurate contact information for the person engaging in the activity (e.g. phone numbers or company name may not be listed, not clear who to speak to within a large company). Furthermore, Source Water Protection is a relatively new, complex process to the general public. Landowners are often wary as to why we are contacting them, requesting to visit their site and do not always return the effort of communication. This is in spite of the several public open houses that were held throughout the development of the Source Water Plan and letters that were sent in 2014 and 2015 to landowners with threats identified in the Assessment Report. In 2017, the Risk Management Services Office is planning to send out another series of letters to the landowners affected by the policies to help increase awareness and expand our means of contact. We anticipate that this action, along with increased communication with the fuel industry and other affected sectors, will help to alleviate some of the challenges outlined above.

## Conclusion

The municipalities have worked with one another and with ERCA to ensure consistent implementation of policies. The provincial ministries have made progress with standard operating procedures for implementing policies, but have not yet made significant progress addressing threats specifically in the Essex Region. Overall, the implementation of the Essex Region Source Protection Plan policies has been satisfactory to date.

**Table 1**

Summary of all actions taken by the RMO/I from January 1 to December 31, 2016 in the Essex Region SPA and Thames-Sydenham and Region SPR on behalf of all municipalities in the Essex Region.

<b>2016 Risk Management Services Summary</b>	<b>Essex Region</b>	<b>Thames-Sydenham and Region</b>	<b>Total</b>
<b>Section 59 Activities</b>			
No. of s. 59 Application Site Visits	4	1	5
No. of s. 59 Applications where s. 57 or s. 58 Did Not Apply (Notice Issued)	14	1	15
No. of s. 59 Applications where s. 57 Applied	0	0	0
No. of s. 59 Applications where s. 58 Applied	4	1	5
<b>Total No. of s. 59 Applications</b>	<b>18</b>	<b>2</b>	<b>20</b>

<b>Existing Threat Activities</b>			
Total No. of Potential Existing Threat Activities in the Assessment Report	384	37	421
No. of Potential Existing Threat Activities addressed	64	2*	66
No. of Potential Existing Threat Activities addressed where no RMP is required	55	1	56
No. of Existing Threats Addressed by RMPs in progress	9	1	10
<b>No. of Potential Existing Threat Activities to be addressed before 2020</b>	<b>320</b>	<b>36</b>	<b>356</b>

\*Note: One site constructed a greenhouse after the fuel threat inventory was complete and was not identified as an existing threat in the ARDB. The site visit confirmed that the fuel tank was located well out of the vulnerable area and therefore not a threat.

**Table 2**

Summary of Activities taken by the RMO/I for each municipality from January 1 to December 31, 2016 in the Essex Region SPA and Thames-Sydenham and Region SPR on behalf of all municipalities in the Essex Region in the Essex Region

Summary of 2016 Risk Management Services - Future Threats (s.59 Activities)											
	Amherstburg	Essex	Kingsville	LaSalle	Pelee	Tecumseh	Windsor	Lakeshore	Leamington	Chatham-Kent	Total
<b>Essex Region</b>											
No. of s.59 Application Site Visits	0	0	1	0	0	0	0	0	3		4
No. of s.59 Applications where s.57 or s.58 Did Not Apply (notice issued)	1	0	1	0	0	0	0	2	10		14
No. of s.59 Applications where s.57 Applied	0	0	0	0	0	0	0	0	0		0
No. of s.59 Applications where s.58 Applied	0	0	1	0	0	0	0	0	3		4
<b>Thames-Sydenham and Region</b>											
No. of s.59 Application Site Visits								0	1	0	1
No. of s.59 Applications where s.57 or s.58 Did Not Apply (notice issued)								0	0	1	1
No. of s.59 Applications where s.57 Applied								0	0	0	0
No. of s.59 Applications where s.58 Applied								0	1	0	1
<b>Total No. of s.59 Applications</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>14</b>	<b>1</b>	<b>20</b>

Summary of 2016 Risk Management Services - Existing Threats											
	Amherstburg	Essex	Kingsville	LaSalle	Pelee	Tecumseh	Windsor	Lakeshore	Leamington	Chatham-Kent	Total
<b>Essex Region</b>											
Total No. of Potential Existing Threat Activities in the Assessment Report	16	31	93	3	3	12	33	29	164		384
No. of Potential Existing Threat Activities addressed to date	0	7	14	0	3	0	5	0	35		64
No. of Potential Existing Threat Activities addressed where no RMP is required	0	7	13	0	1	0	5	0	29		55
No. of Existing Threats addressed by RMPs in Progress	0	0	1	0	2	0	0	0	6		9
<b>Thames-Sydenham and Region</b>											
Total No. of Potential Existing Threat Activities in the Assessment Report								6	11	20	37
No. of Potential Existing Threat Activities addressed to date								0	2*	0	2
No. of Potential Existing Threat Activities addressed where no RMP is required								0	1	0	1
No. of Existing Threats addressed by RMPs in Progress								0	1	0	1
<b>No. of Potential Existing Threat Activities to be addressed before 2020</b>	<b>16</b>	<b>24</b>	<b>79</b>	<b>3</b>	<b>0</b>	<b>12</b>	<b>28</b>	<b>35</b>	<b>139</b>	<b>20</b>	<b>356</b>

\*One site constructed a greenhouse after the fuel threat inventory was complete and was not identified as an existing threat in the ARDB. The site visit confirmed that the fuel tank was located well out of the vulnerable area and therefore not a threat.

## **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:

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Denis Berthiaume, ORO  
Manager Water & Wastewater

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

1. Attachment(s): 1. Essex Region Source Protection Area 2016 Annual Report

DB

# Essex Region Source Protection Area 2016 Annual Reporting

**Prepared by:**



## Introduction

Source water is the water that we take from lakes or rivers to supply people with drinking water. The *Clean Water Act* is part of the Ontario government's commitment to ensure access to safe drinking water. It requires the development and implementation of local watershed-based Source Protection Plans (SPP) to protect the source water that supplies municipal drinking water systems from contamination and overuse, now and into the future. Following an extensive process that included broad public input, the Essex Region SPP came into effect on October 1, 2015 and the Thames-Sydenham and Region SPP came into effect on December 31, 2015.

The following is a summary of progress made toward implementing the Essex Region Source Protection Plan policies between January 1 and December 31, 2016. This document is separated into reports from the various bodies responsible for implementation including Provincial Ministries, Municipalities, the Essex Region Conservation Authority and the Risk Management Official/Inspector.

## Provincial Implementation

Prescribed Instrument policies use provincially issued documents to address potential significant drinking water threats through their licencing and approval processes (i.e. Environmental Compliance Approvals, Aggregate Licenses, Wayside Permits, etc.). The provincial ministries that are named as implementing bodies in the Essex Region Source Protection Plan include the Ministry of Transportation (MTO), Ministry of Natural Resources and Forestry (MNRF) and the Ministry of the Environment and Climate Change (MOECC).

The MTO worked with a committee to complete a road sign design to be used across the province. They have installed a total of 42 signs in Mississippi-Rideau, Niagara Region, North Bay Mattawa, Sault Ste. Marie, Sudbury and Trent Conservation Coalition. Five signs will be installed in the Essex Region. The intended completion date for all regions is no later than Fall 2018. The MNRF and MOECC have developed Standard Operating Policies (SOPs) to address existing and future threats. In order to notify stakeholders of this approach, the MOECC posted an information notice with a summary of their source protection SOPs on the Environmental Registry (EBR #012-2968) on April 1, 2015. Both the MNRF and MOECC are in the process of reviewing existing instruments.

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## Part IV Implementation – Risk Management Services

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prohibiting these uses. To date, no new applications have been received for any of these prohibited activities. It is anticipated that the majority of the SDWTs in the Essex Region will be managed with a Risk Management Plan (RMP).

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#### Challenges Faced and Next Steps for Part IV implementation

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communication with the fuel industry and other affected sectors, will help to alleviate some of the challenges outlined above.

## Conclusion

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Table 1: Summary of all actions taken by the RMO/I from January 1 to December 31, 2016 in the Essex Region SPA and Thames-Sydenham and Region SPR on behalf of all municipalities in the Essex Region

<b>2016 Risk Management Services Summary</b>	<b>Essex Region</b>	<b>Thames-Sydenham and Region</b>	<b>Total</b>
<b>Section 59 Activities</b>			
No. of s. 59 Application Site Visits	4	1	5
No. of s. 59 Applications where s. 57 or s. 58 Did Not Apply (Notice Issued)	14	1	15
No. of s. 59 Applications where s. 57 Applied	0	0	0
No. of s. 59 Applications where s. 58 Applied	4	1	5
<b>Total No. of s. 59 Applications</b>	<b>18</b>	<b>2</b>	<b>20</b>

<b>Existing Threat Activities</b>			
Total No. of Potential Existing Threat Activities in the Assessment Report	384	37	421
No. of Potential Existing Threat Activities addressed	64	2*	66
No. of Potential Existing Threat Activities addressed where no RMP is required	55	1	56
No. of Existing Threats Addressed by RMPs in progress	9	1	10
<b>No. of Potential Existing Threat Activities to be addressed before 2020</b>	<b>320</b>	<b>36</b>	<b>356</b>

\*Note: One site constructed a greenhouse after the fuel threat inventory was complete and was not identified as an existing threat in the ARDB. The site visit confirmed that the fuel tank was located well out of the vulnerable area and therefore not a threat.

Table 2 - Summary of Activities taken by the RMO/I for each municipality from January 1 to December 31, 2016 in the Essex Region SPA and Thames-Sydenham and Region SPR on behalf of all municipalities in the Essex Region in the Essex Region

Summary of 2016 Risk Management Services - Future Threats (s.59 Activities)											
	Amherstburg	Essex	Kingsville	LaSalle	Pelee	Tecumseh	Windsor	Lakeshore	Leamington	Chatham-Kent	Total
Essex Region											
No. of s.59 Application Site Visits	0	0	1	0	0	0	0	0	3		4
No. of s.59 Applications where s.57 or s.58 Did Not Apply (notice issued)	1	0	1	0	0	0	0	2	10		14
No. of s.59 Applications where s.57 Applied	0	0	0	0	0	0	0	0	0		0
No. of s.59 Applications where s.58 Applied	0	0	1	0	0	0	0	0	3		4
Thames-Sydenham and Region											
No. of s.59 Application Site Visits								0	1	0	1
No. of s.59 Applications where s.57 or s.58 Did Not Apply (notice issued)								0	0	1	1
No. of s.59 Applications where s.57 Applied								0	0	0	0
No. of s.59 Applications where s. 58 Applied								0	1	0	1
Total No. of s.59 Applications	1	0	2	0	0	0	0	2	14	1	20

Summary of 2016 Risk Management Services - Existing Threats											
	Amherstburg	Essex	Kingsville	LaSalle	Pelee	Tecumseh	Windsor	Lakeshore	Leamington	Chatham-Kent	Total
Essex Region											
Total No. of Potential Existing Threat Activities in the Assessment Report	16	31	93	3	3	12	33	29	164		384
No. of Potential Existing Threat Activities addressed to date	0	7	14	0	3	0	5	0	35		64
No. of Potential Existing Threat Activities addressed where no RMP is required	0	7	13	0	1	0	5	0	29		55
No. of Existing Threats addressed by RMPs in Progress	0	0	1	0	2	0	0	0	6		9
Thames-Sydenham and Region											
Total No. of Potential Existing Threat Activities in the Assessment Report								6	11	20	37
No. of Potential Existing Threat Activities addressed to date								0	2*	0	2
No. of Potential Existing Threat Activities addressed where no RMP is required								0	1	0	1
No. of Existing Threats addressed by RMPs in Progress								0	1	0	1
No. of Potential Existing Threat Activities to be addressed before 2020	16	24	79	3	0	12	28	35	139	20	356

\*One site constructed a greenhouse after the fuel threat inventory was complete and was not identified as an existing threat in the ARDB. The site visit confirmed that the fuel tank was located well out of the vulnerable area and therefore not a threat.

**TOWN OF TECUMSEH**

**AMENDMENT NO. 14**

**TO THE OFFICIAL PLAN FOR THE TOWN OF TECUMSEH**

**FOR THOSE LANDS IN THE FORMER VILLAGE OF ST. CLAIR BEACH**

(Lakeview Montessori School, Part 1, RP 12R-25562 – 116 St. Mark's Road)

October, 2017

Prepared by  
Town of Tecumseh Planning and Building Services Department  
(519) 735-2184

**TOWN OF TECUMSEH**  
**AMENDMENT NO. 14 TO THE OFFICIAL PLAN**  
**FOR THE TOWN OF TECUMSEH**  
**FOR THOSE LANDS IN THE FORMER VILLAGE OF ST. CLAIR BEACH**

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**TOWN OF TECUMSEH**  
AMENDMENT NO. 14 TO THE OFFICIAL PLAN  
FOR THE TOWN OF TECUMSEH  
FOR THOSE LANDS IN THE FORMER VILLAGE OF ST. CLAIR BEACH

I, Laura Moy, Clerk of the Town of Tecumseh, certify that this is a/the original/duplicate original/certified copy of Amendment No. 14 to the Official Plan for the Town of Tecumseh, for those lands in the former Village of St. Clair Beach.

---

Laura Moy, Clerk



This Amendment No. 14 to the Official Plan for the Town of Tecumseh, for those lands in the former Village of St. Clair Beach, which has been adopted by the Council for the Corporation of the Town of Tecumseh, is hereby approved in accordance with Section 21 of the *Planning Act, R.S.O. 1990* as Amendment No. 14 to the Official Plan for the former Village of St. Clair Beach.

\_\_\_\_\_  
DATE

\_\_\_\_\_

TOWN OF TECUMSEH  
BY-LAW NUMBER **2017-71**

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh in accordance with the provisions of Section 21 of the *Planning Act, R.S.O. 1990* hereby enacts as follows:

- 1. Amendment No. 14 to the Official Plan for the Town of Tecumseh, for those lands in the former Village of St. Clair Beach, consisting of the attached explanatory text and map schedule, is hereby adopted;
- 2. That the Clerk is hereby authorized and directed to make application to the County of Essex for approval of Amendment No. 14 to the Official Plan for the Town of Tecumseh, for those lands in the former Village of St. Clair Beach;
- 3. This By-law shall come into force and take effect on the day of the final passing thereof.

**Enacted and passed this 24<sup>th</sup> day of October, 2017.**

Signed \_\_\_\_\_  
CLERK

Signed \_\_\_\_\_  
MAYOR

CORPORATE SEAL  
OF MUNICIPALITY

Certified that the above is a true copy of By-law No. **2017-71** passed by the Council of the Town of Tecumseh on the **24<sup>th</sup> day of October, 2017.**

Signed \_\_\_\_\_  
CLERK

## THE CONSTITUTIONAL STATEMENT

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

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 14 to the Official Plan for the Town of Tecumseh, for those lands in the former Village of St. Clair Beach.

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

## OFFICIAL PLAN AMENDMENT NO. 14

### PART A - THE PREAMBLE

#### Purpose and Basis of the Amendment

The purpose of the Official Plan amendment is to change the land use designation on a 1000 square metre (10,764 square foot) parcel located on the east side of St. Mark's Road (116 St. Mark's Road), approximately 60 metres south of its intersection with Riverside Drive (see Map One for location) from "Single Family Residential" to "Commercial" with a site-specific land use policy. A residential dwelling used as a church rectory associated with the St. Mark's By-The-Lake Church (which abuts to the south) previously occupied the subject property. The subject property was purchased by Lakewood Montessori private school and the dwelling was demolished in June of 2015. The redesignation facilitates an addition to the existing Lakeview Montessori private school consisting of a gymnasium/auditorium.

The planning and land use analysis for the changes being made as part of OPA No. 14 are described in the documents referred to in the Planning Analysis section of the amendment.

MAP ONE - LOCATION OF SUBJECT PROPERTY  
OFFICIAL PLAN AMENDMENT NO. 14  
PART 1, RP 12R-25562 – 116 ST. MARK'S ROAD  
LAKEVIEW MONTESSORI SCHOOL  
TOWN OF TECUMSEH



PART B THE AMENDMENT

Details of the Amendment

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

1. Schedule “A”, Village of St. Clair Beach Official Plan, Land Use Plan, is hereby amended by changing the land use designation for those lands as depicted on Schedule “A” attached hereto from “Single Family Residential” to "Commercial"; and
2. Section 4.3.2, Commercial, Village of St. Clair Beach Official Plan, as amended, is hereby further amended by the addition of a new subparagraph 4.3.2 k) to immediately follow subsection 4.3.2 j) and to read as follows:

“k) Special Policy affecting the 1000 square metre property on the east side of St. Mark’s Road, Part 1, RP 12R-25562 – 116 St. Mark’s Road

Notwithstanding any other policy of this Plan to the contrary, the uses permitted on this property shall be limited to a gymnasium/auditorium expansion that is attached to the associated school abutting to the immediate north, along with associated parking and landscaping.”

Implementation of the Amendment

This official plan amendment will be implemented through a corresponding zoning by-law amendment, being completed concurrently, which will place the lands in a “General Commercial Zone (C1-8)”.

SCHEDULE "A"  
OFFICIAL PLAN AMENDMENT NO. 14  
PART 1, RP 12R-25562 – 116 ST. MARK'S ROAD  
LAKEVIEW MONTESSORI SCHOOL  
TOWN OF TECUMSEH



## PART C THE APPENDICES

### Appendix 1 - Planning and Land Use Analysis

The planning and land use analysis in support of this Official Plan Amendment is contained within the following attached documents:

- Planning and Building Services Report No. 11/16 dated June 22, 2016
- Planning and Building Services Report No. 13/17 dated May 4, 2017
- Planning and Building Services Report No. 29/17 dated September 29, 2017

### Appendix 2 - Public Participation

The minutes of the public meetings held on July 26, 2016, May 9, 2017 and October 10, 2017, are attached for information purposes.



Being a by-law to amend By-law 2065,  
the Town's Comprehensive Zoning By-law  
for those lands in the former Village of St. Clair Beach.  
(D19 LAKMON – Lakeview Montessori School)

**AND WHEREAS** the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 2065;

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

- “9.3.8 DEFINED AREA C1-8 as shown on Schedule “A”, of this By-Law.

- b) Permitted Building and Structures
- Buildings and other structures for the permitted uses.

- 205

- ii) Minimum Easterly Yard Depth 11.0 feet
- iii) Minimum Southerly Yard Depth 49.0 feet
- iv) Maximum Building Height 26.3 feet
- v) Minimum Number of Parking Spaces 10.”

3. That By-law 2065, Section 9, General Commercial Zone (C1) Regulations, as amended, is hereby further amended by the addition of a new subsection 9.3.9 to immediately follow subsection 9.3.8 and to read as follows:

“9.3.9 DEFINED AREA C1-9 as shown on Schedule “A”, of this By-Law.

a) Permitted Uses

- i) Uses permitted in subsection 9.3.3 of this By-law
- ii) Accessory uses to the permitted uses.

b) Permitted Building and Structures

Buildings and other structures for the permitted uses.

c) Zone Provisions

All lot and building requirements shall be in accordance with subsections 9.1.3 to 9.2.1, inclusive, of this By-law, except that the following site specific provisions shall apply:

- i) Minimum Westerly Yard Depth 6.6 feet
- ii) Minimum Yard Depth where it abuts a residential use or zone 11.0 feet
- iii) Maximum Building Height 26.3 feet.”

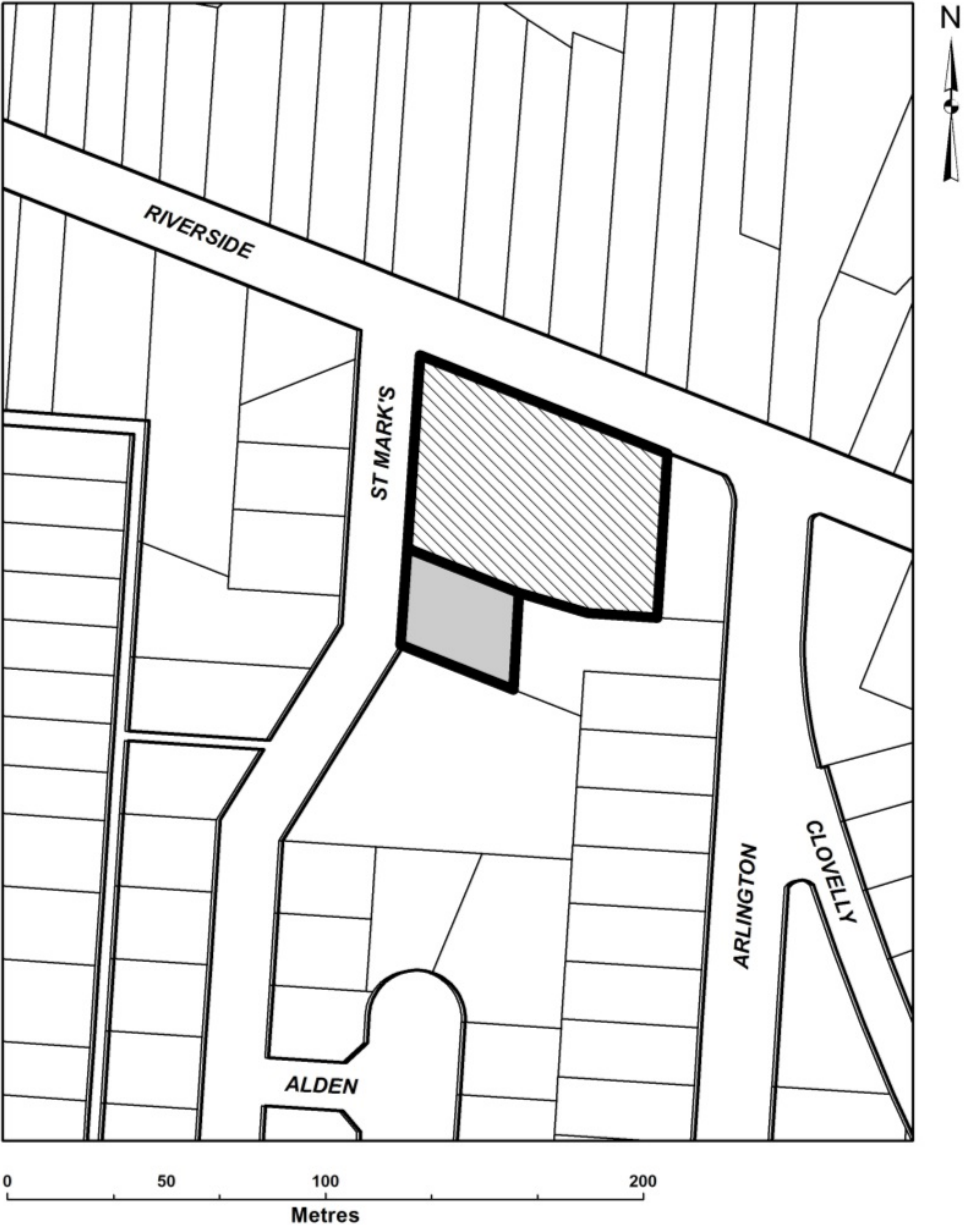
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.



**READ** a first, second, third time and finally passed this 24<sup>th</sup> day of October, 2017.

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

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

SCHEDULE "A"  
LAKEVIEW MONTESSORI SCHOOL  
SOUTH-EAST CORNER OF RIVERSIDE DR. / ST. MARK'S RD.  
TOWN OF TECUMSEH



-  Change from "R2" to "C1-8"
-  Change from "C1-3" to "C1-9"

This is Schedule "A" to By-law No. 2017-72.  
Passed the 24 day of October, 2017.

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-73

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh (Town) and Federation of Canadian Municipalities (FCM)

**WHEREAS** the Government of Canada and FCM have established the Municipalities for Climate Innovation Program (herein called MCIP);

**AND WHEREAS** the Government of Canada has funded MCIP, which is being administered by FCM;

**AND WHEREAS** FCM has agreed to provide the Town with a grant for use by the Town solely for the project described in this Agreement;

**AND WHEREAS** this Agreement contains the terms for the administration and remittance of the grant by FCM to the Town and the use of the grant by the Town;

**AND WHEREAS** pursuant to the Municipal Act, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement with Federation of Canadian Municipalities, dated the 24<sup>th</sup> day of October, 2017, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

**Read** a first, second and third time, and finally passed this 24<sup>th</sup> day of October, 2017.

SEAL

---

Gary McNamara, Mayor

---

Laura Moy, Clerk

## GRANT AGREEMENT

**THIS AGREEMENT** is effective as of the date of last signature on the signature page.

### BETWEEN:

**THE CORPORATION OF THE TOWN OF TECUMSEH**

(herein called "**Recipient**")

-and-

**FEDERATION OF CANADIAN MUNICIPALITIES**

(herein called "**FCM**")

### WHEREAS:

- (a) the Government of Canada and FCM have established the Municipalities for Climate Innovation Program (herein called **MCIP**);
- (b) the Government of Canada has funded **MCIP**, which is being administered by FCM;
- (c) FCM has agreed to provide the Recipient with a grant for use by the Recipient solely for the project described in this Agreement; and
- (d) this Agreement contains the terms for the administration and remittance of the grant by FCM to the Recipient and the use of the grant by the Recipient.

**NOW THEREFORE**, the Parties hereby agree as follows:

### ARTICLE 1 DEFINITIONS AND SCHEDULES

1.01 Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

**"Agreement"** means this agreement, including all schedules, and all amendments or restatements as permitted;

**"Business Day"** means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

**"Claim"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Confidential Information"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

**"Eligible Activities"** means any reasonable activities necessary to complete the Project as described in Part 2 of Schedule A attached hereto.

**"Eligible Expenditure Date"** has the meaning ascribed thereto in Part 4 of Schedule C attached hereto;

**"Eligible Expenditures"** means those permitted expenditures described in Part 4 of Schedule C attached hereto, for which the Recipient may use the Grant;

**"Grant"** means the grant set forth in Article 2;

**"Grant Amount"** means the amount to be disbursed by FCM on account of the Grant up to the maximum amount set forth in Part 1 of Schedule B attached hereto;

**"Indemnified Parties"** has the meaning ascribed thereto in Section 13.01 of this Agreement;

**"Parties"** means FCM and the Recipient, and **"Party"** refers to any one of them;

**"Project"** means the project described in Part 2 of Schedule A attached hereto;

**"Project End Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto; and

**"Project Start Date"** has the meaning ascribed thereto in Part 2 of Schedule A attached hereto;

**"Receiving Party"** has the meaning ascribed thereto in Section 11.01 of this Agreement.

1.02 Schedules. The following annexed Schedules form part of this Agreement and the Parties shall comply with all terms and conditions set-out therein:

Schedule A: Part 1: Conditions of Contribution  
Part 2: Description of Project, Statement of Work and Project Costs  
Part 3: Reporting Requirements

Schedule B: Part 1: Grant Amount  
Part 2: Particulars of the Sources of Funding  
Part 3: Payment Schedule/Period of Funding

Schedule C: Part 1: Request for Contribution  
Part 2: Reporting Templates  
Part 3: Accepted Practices  
Part 4: Eligible Expenditures

Schedule D: Contact Information

## **ARTICLE 2 THE GRANT**

2.01 Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Project, as described in Part 2 of Schedule A attached hereto.

2.02 Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Expenditures, the Grant Amount, as more particularly described in Part 1 of Schedule B attached hereto.

2.03 Disbursement of Grant.

- (a) FCM shall disburse the Grant in accordance with Part 3 of Schedule B attached hereto.
- (b) No portion of the Grant shall be disbursed by FCM without it first receiving from the Recipient a completed Request for Contribution in accordance with Part 1 of Schedule C attached hereto.
- (c) Provided that the Conditions of Contribution set-out in Part 1 of Schedule A attached hereto are satisfied, the Recipient may request the Grant by delivering to FCM the appropriate Request for Contribution in accordance with Part 1 of Schedule C attached hereto at least 30 days before the requested date of disbursement; the requested date of disbursement may be delayed if the Request for Contribution delivered by the Recipient

to FCM is not, in FCM's sole discretion, satisfactory and revisions or supplemental documentation are required.

- 2.04 Term. This Agreement shall continue in force until FCM has received and notified the Recipient of its satisfaction with all reports required to be completed by the Recipient in accordance with the terms and conditions of this Agreement, or until the Agreement has been terminated in accordance with Section 12.01, whichever shall first occur.

### **ARTICLE 3 CONDITIONS OF CONTRIBUTION**

- 3.01 Conditions of Contribution. Subject to Section 2.03, the obligation of FCM to disburse the Grant to the Recipient is conditional upon the Recipient satisfying the conditions set-out in Part 1 of Schedule A attached hereto, to the satisfaction of FCM.

### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

- 4.01 Representations and Warranties. The Recipient represents and warrants that:
- (a) it is duly established under the laws of the Province of Ontario and has the legal power and authority to enter into, and perform its obligations under this Agreement and the Project;
  - (b) this Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms;
  - (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; and
  - (d) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation and/or delivery of the Project or its compliance with its obligations under this Agreement.
  - (e) the Recipient Intellectual Property does not contain any third party intellectual property, confidential information or trade secrets. The Recipient further represents and warrants that it is the exclusive owner of all intellectual property rights contained in the Recipient Intellectual Property and that it has the right to grant the license granted in Section 6.02 of this Agreement.

### **ARTICLE 5 COVENANTS**

- 5.01 Affirmative Covenants. Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it shall:
- (a) use the Grant only for Eligible Activities relating to the Project;

- (b) carry out the Project and conduct the activities thereof in compliance with all applicable laws and regulations and, without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project;
- (c) carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices;
- (d) provide FCM with prompt notice of any:
  - (i) material change to the Project;
  - (ii) proposed change in the nature or scope of its legal status; or
  - (iii) act, event, litigation or administrative proceeding that does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under this Agreement or the Project.

5.02 Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Grant for expenditures that are not Eligible Expenditures;
- (b) for 5 years after the date of this Agreement, sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with the Grant (the “**Assets**”); if at any time within 5 years after March 31, 2021, the Recipient sells, assigns, transfers, leases, exchanges or otherwise disposes of any Asset other than to the Government of Canada, a local government, or with the Government of Canada's consent, the Recipient may be required to pay back to FCM, at FCM's sole discretion, all or a portion of the Grant that was disbursed by FCM to the Recipient.

## ARTICLE 6 INTELLECTUAL PROPERTY

- 6.01 Intellectual Property. Copyright in all reports and other documents prepared in connection with this Agreement or the Project by or on behalf of the Recipient (the “Recipient Intellectual Property”) will be the exclusive property of, and all ownership rights shall vest in, the Recipient.
- 6.02 License. The Recipient hereby grants to FCM an irrevocable, perpetual, worldwide, royalty-free, sole license, to use, publish, make improvements to, sub-license, translate and copy the Recipient Intellectual Property. This license shall survive the expiration or termination of this Agreement.

## ARTICLE 7 APPROPRIATIONS

- 7.01 Appropriations. Notwithstanding FCM's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under this Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to



which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM 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 such reduction, delay or termination of funding.

## **ARTICLE 8 MEMBERS OF THE HOUSE OF COMMONS AND SENATE**

- 8.01 No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it, that is not otherwise available to the general public. The Recipient will promptly inform FCM should it become aware of the existence of any such situation.

## **ARTICLE 9 NO BRIBES**

- 9.01 The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain this Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

## **ARTICLE 10 AUDIT AND ACCESS**

- 10.01 Audit and Access.

- (a) FCM reserves the right to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with this Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit.
- (b) The Recipient shall maintain proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, employee timesheets, and vouchers, in respect of the Project. The Recipient covenants and agrees that it shall keep all such books and records of the Project for at least 6 years after the termination of this Agreement.
- (c) Upon FCM's request with reasonable prior notice thereto, the Recipient shall provide FCM and its designated representatives with reasonable and timely access to sites, facilities, and any documentation relating to the Project for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement, and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project.
- (d) The Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of this Agreement and any records and accounts respecting the Project and will have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

## **ARTICLE 11 CONFIDENTIALITY**

### **11.01 Confidentiality.**

- (a) All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with this Agreement and expressly identified as confidential thereby, including, without limitation, the terms of this Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder.
- (b) The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

## **ARTICLE 12 TERMINATION**

### **12.01 Termination of the Agreement.**

- (a) FCM may terminate this Agreement:
  - (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach;
  - (ii) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient;
  - (iii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; and
  - (iv) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.
- (b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

### **12.02 Effect of Termination.** If this Agreement is terminated pursuant to Section 12.01, the Recipient may be:

- (a) reimbursed for all or a portion of the expenses they have incurred in relation to the Project up to the effective date of termination; or
- (b) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination;

as applicable, all subject to FCM's sole discretion and satisfaction, taking into consideration out-of-pocket expenses incurred and results reported by the Recipient in connection with the Project.

### **ARTICLE 13 INDEMNITY**

- 13.01 Indemnity. The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents (collectively, the "**Indemnified Parties**") from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "**Claim**"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 13.02 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Intellectual Property infringes any intellectual property right and Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

### **ARTICLE 14 MISCELLANEOUS PROVISIONS**

- 14.01 Notice. Any notice, document or other communication required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule D attached hereto, or to such other address, email address or person that the Party designates in writing to the other Party. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.
- 14.02 Relationship of the Parties. The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and this Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 14.03 Public Announcements. The Recipient shall cooperate with FCM, who will lead the preparation and issuance of the public funding announcement for the Project and/or the coordination of a public announcement event attended by FCM and the Government of Canada. The Recipient will be informed of the process immediately after the signature of this Agreement. If any public statement or release is so required, the Recipient shall promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such media activities or events.

- 14.04 Project Branding. The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the financial assistance offered by FCM concerning the Project and the contribution of the Government of Canada to FCM, as specified in Part 3 of Schedule C attached hereto. If requested by FCM, the Recipient shall have affixed, in content, form, location and manner acceptable to FCM, signage acknowledging the contribution of FCM and the Government of Canada to the Project. The Recipient shall adhere to the policies regarding the use of graphic design elements and signage as specified in Part 3 of Schedule C attached hereto.
- 14.05 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, understandings, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
- 14.06 Survival. Except as otherwise provided herein, those sections of this Agreement which, by the nature of the rights or obligations set-out therein might reasonably be expected to survive any termination or expiry of this Agreement, shall survive any termination or expiry of this Agreement.
- 14.07 Amendments. No amendment of the Agreement will have any force or effect unless reduced to writing and signed by both Parties.
- 14.08 Assignment. This Agreement cannot be assigned by either of the Parties hereto without the prior written consent of the other Party.
- 14.09 Enurement. This Agreement shall enure to the benefit of, and shall be binding upon, the Parties and their respective, heirs, executors, administrators, successors and permitted assigns.
- 14.10 Governing Law. This Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable therein.
- 14.11 Severability. Each of the binding provisions contained in this Agreement is distinct and severable. Any declaration by a court of competent jurisdiction of the invalidity or unenforceability of any binding provision or part of a binding provision will not affect the validity or enforceability of any other provision of this Agreement.
- 14.12 Waiver. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 14.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or in protocol document format ("PDF")) in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement as of the date written below.**

**THE CORPORATION OF THE TOWN OF TECUMSEH**

Per: \_\_\_\_\_

Name: Laura Moy

Title: Clerk

Date: \_\_\_\_\_

Per: \_\_\_\_\_

Name: Gary McNamara

Title: Mayor

Date: \_\_\_\_\_

*We have authority to bind the Recipient herein.*

**FEDERATION OF CANADIAN MUNICIPALITIES,**

Per: \_\_\_\_\_

Name: Shannon Joseph

Title: Director, MCIP

Date: \_\_\_\_\_

*I have authority to bind FCM herein.*

## **Schedule A**

### **Part 1 Conditions of Contribution**

The obligation of FCM to disburse the Grant Amount is conditional upon the Recipient satisfying the following conditions, to the satisfaction of FCM:

- Completed Request for Contribution in the form of Schedule C, Part 1
- Receipt and acceptance of all reports which are a condition of disbursement
- Letter of Attestation in the format of Part 2 of Schedule C
- Confirmation that all expenses claimed are eligible including a completed Expense Claim in the form of Part 2 of Schedule C (Expense Claim).

The Recipient acknowledges and agrees that, notwithstanding the foregoing conditions, FCM's obligation to disburse the Grant Amount is subject to Article 7 of the Agreement.

**Schedule A**  
**Part 2 Description of Project, Statement of Work and Project Expenditures**

The Recipient will undertake a Project in accordance with the phases, activities and/or milestones outlined in the below Statement of Work.

Project Number: MCIP 15234  
Project Title: Town of Tecumseh Storm Drainage Master Plan  
Project Sector: Water  
Project Type: Feasibility Study

**Project summary**

In September of 2016, the Town of Tecumseh experienced significant flooding due to a 100 year storm event that overwhelmed the existing storm sewer and pumping stations. The Insurance Bureau of Canada estimated losses for the flooding at approximately \$145-million. In response to this event, the town will conduct a vulnerability assessment of the current storm drainage network, including eight pump stations, the storm sewer system and the overland flow system. The local Essex Region Conservation Authority is supporting the study, and it is a municipal strategic priority to update the existing storm infrastructure where needed to ensure an adequate level of service to residents.

The focus of the storm drainage Master Plan study will be on the most populated section of the town (approximately 1,282 hectares). The first phase of the study will include a Public Information Centre (PIC) session for local residents. This will kick-start the development of one and two dimensional models of the existing drainage system, including storm sewers, municipal drains and an overland roadway network under a range of storm scenarios. This existing conditions model will review the current level of service of each system and identify any constraints. Based on rainfall data collected during the storm event, a subsequent simulation of the 2016 event under existing conditions will qualify model results. A future conditions model will also assess the vulnerability of service areas under climate change (assuming a 20% increase in precipitation), presenting storm sewer improvement options and potential increases in levels of municipal services. The second phase of the project returns to local residents with the proposed remedial flooding solution designs, and the latter PIC session informs the final recommendations to the Town's council.

The project will follow the requirements of a Municipal Class Environmental Assessment (EA) study. This will include coordination with agency stakeholders and First Nations, posting of study information and project updates on the Town website, a notice of commencement to residents and local agencies, meetings to receive input on recommended solutions, and a notice of completion of the initiative.

Specific deliverables of the study will include the review of low lying areas for attenuation of runoff volume from large storm events and solutions to address limitations in overland conveyance and excessive surface ponding. Pumping station upgrades, storm sewer improvements, major system storage and conveyance upgrades and consideration of green infrastructure as potential solutions for lot-level volumetric controls will also form essential elements of the study. The master plan will form a key component of the Town's broader program of sustainable infrastructure solutions that contribute to reducing the risks and impacts of flooding.

Project Start Date	Project End date
18/Apr/2017	01/Dec/2018

Phases	Start date:	End date:	Eligible Expenditures (\$)	Ineligible Expenditures (\$)	Total Expenditures (\$)
<b>Phase 1: Background Investigation, Model Development, Initial Analysis and Flood Design Options</b>	18/Apr/2017	01/Dec/2017			
<b>Milestone:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session.					
Background Investigation and Summary Report			23,700		23,700
Desktop Assessment of Town Flood Vulnerable Areas and Problem Area Identification and Existing Conditions Review			33,200		33,200
Subcatchment Delineation and Major/minor Connectivity			27,200		27,200
Identify Subcatchment Parameters (Impervious, width, slope, etc)			23,000		23,000
Identify Surface Depression Volumes on Private Property (Through LiDAR)			25,000		25,000
Storm Sewer Design (1:2 & 1:5yr ) for Coronado Area and Outlet Analysis			10,500		10,500
Develop Dual Drainage 1D PCSWMM Model with 2D Elements for Areas of Flood Concern			50,000		50,000
Develop and Analyze Town Wide Course Level 2D PCSWMM Model (from LIDAR) to Assess Overland Flow Routes and Areas of Flood Vulnerability			10,500		10,500
Analysis of Scenario A: St. Marks and Skully service area and PS Design Option 1 & 2			7,200		7,200
Analysis of Scenario B: St. Marks and Skully service area and PS Design Option 1 & 2			6,200		6,200
Analysis of Peter Cecile service area and PS Design Option			4,900		4,900
Analysis of Coronado Area and STM Design			5,800		5,800
Analysis of Remaining 5 Service Areas and PS Designs			19,600		19,600
Remedial Flood Measure and Design Analysis			19,600		19,600
Review of Potential Upgrades to E.&W. St. Louis and Lesperance PS			8,600		8,600
Alternative Flooding Solutions			15,000		15,000
Review and Analysis of Flood Solutions for PIC #1 (max, 12 solutions)			11,900		11,900
Public Information Centre 1			26,900		26,900
<b>Phase 1 Subtotals</b>			<b>\$328,800</b>	<b>\$0</b>	<b>\$328,800</b>



<b>Phase 2: Refined Model Analysis and Recommended Remedial Flooding Solution Design</b>	01/Dec/2017	01/May/2018	
<b>Milestone:</b> Based on the feedback from the first PIC, additional model analysis will be completed to further detail and determine recommended remedial flooding solutions for each pump station service area. Completion of Phase 2 will entail a second Public Information Centre (PIC) in which local residents will be able to review the recommended flooding solutions throughout the overall Study Area and provide any additional recommendations or concerns. The major deliverable for Phase 2 will include all PIC#2 documents and a summary of the recommended flooding solutions for each pump station service area completed for the second public engagement session.			
Performance Modelling and Analysis of preferred Remedial Flood Design Solutions	20,300		<b>20,300</b>
Remedial Flood Measure Performance based on Climate Change	7,100		<b>7,100</b>
Pump Station Upgrades and Design	24,800		<b>24,800</b>
Public Information Centre 2	26,900		<b>26,900</b>
<b>Phase 2 Subtotals</b>	<b>\$79,100</b>	<b>\$0</b>	<b>\$79,100</b>
<b>Phase 3: Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion</b>	01/May/2018	01/Dec/2018	
<b>Milestone:</b> Based on the feedback from the second PIC, the recommended remedial flooding solution designs for each pump station service area will be completed for draft and final submission to the municipality. This major deliverable includes costing of the recommended remedial flooding measures and a cost/risk assessment. The final deliverable will be a Tecumseh Stormwater Drainage Master Plan Report and Notice of Completion.			
Costing of Conceptual Remedial Flood Measures	15,400		<b>15,400</b>
Cost/Benefit and Risk Assessment of Remedial Flood Measures	13,600		<b>13,600</b>
Level of Protection and System Performance of Remedial Flood Measures	8,000		<b>8,000</b>
Quality Assurance and Quality Control	6,700		<b>6,700</b>
Impact Assessment	12,600		<b>12,600</b>
Draft Report	31,300		<b>31,300</b>
Final Report	11,700		<b>11,700</b>
Notice of Completion	4,800		<b>4,800</b>
<b>Phase 3 Subtotals</b>	<b>\$104,100</b>	<b>\$0</b>	<b>\$104,100</b>
<b>Total Expenditures</b>	<b>\$512,000</b>	<b>\$0</b>	<b>\$512,000</b>

<b>Total Eligible Expenditures</b>	<b>\$512,000</b>
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## Schedule A

### Part 3 Reporting Requirements and Project Deliverables

The following reports are to be provided to FCM at the time a disbursement request is made or at the completion of the Project. The format of each report is as provided in Part 3 of Schedule C.

<b>Name of Report</b>	<b>Due Date:</b>	<b>Content</b>
Climate Adaptation Maturity Scale	one month following the date of contract execution	Preliminary self-assessment of your organization's institutional readiness and progress in adapting to climate change. - Please refer to schedule C for instructions
Final Report: Phases 1 to 3	01/Dec/2018	- <b>Milestone 1:</b> Completion of Phase 1 will entail a Public Information Centre (PIC) for local residents affected by the Study Area. The first PIC will identify the extent of surface flooding under existing conditions for each pump station service area based on the initial dynamic model analysis. The PIC will additionally identify the remedial flooding solution options for each of the eight (8) service areas to reduce surface flooding during extreme events. The major deliverable for Phase 1 will include all PIC#1 documents and a summary of the modelling analysis and results completed for the first public engagement session. - <b>Milestone 2:</b> Refined Model Analysis and Recommended Remedial Flooding Solution Design - <b>Milestone 3:</b> Submission of Final Recommended Flooding Solution Design/Study Report and Notice of Completion
Completion Report	02/Jan/2019	Summary of Final Report (Milestones 1 to 3) - Please refer to schedule C for instructions

## **Schedule B**

### **Part 1 Grant amount**

Subject to the terms and conditions of this Agreement, FCM agrees to contribute towards the Eligible Expenditures an amount (the “**Grant Amount**”) that is equal to the lesser of:

the sum of one hundred seventy five thousand dollars (\$175,000); or

eighty percent (80%) of Eligible Expenditures;

Notwithstanding the foregoing, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as described in Part 2 of Schedule B (all as determined and calculated by FCM) is greater than the total expenditures incurred by the Recipient in respect of the Project then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

## Schedule B

### Part 2 Particulars of the Sources of Funding

The funding sources for this initiative are outlined in the table below. Each funding source indicates the amount of funding and when the funding was confirmed or is expected to be confirmed.

Funding source	Description	Confirmed (Y/N)	Date committed DD-MMM-YYYY	Amount (\$)	% of total budget
FCM Grant	Grant	Y	24-May-2017	\$175,000	34%
Town of Tecumseh	Cash	Y	30-May-2017	\$337,000	66%
Total funding: [Must equal budget total expenditures]				\$512,000	100%

Budget total expenditures	\$512,000
Budget total Eligible Expenditures	\$512,000

## Schedule B

### **Part 3 Payment Schedule/ Period of Funding**

FCM will disburse the Grant Amount as determined in this table upon completion of milestones or activities as evidenced by submission and acceptance by FCM of Milestone Report/ERR/Final Report and a Request for Contribution.

The Milestone Report/ERR/Final Report and Request for Contribution must be submitted at least 30 days prior to the date of disbursement.

The Recipient must notify FCM in writing of any anticipated delays in this disbursement schedule. FCM reserves the right to adjust dates of disbursement or amounts subject to Article 7 of the Agreement.

<b>Milestone/deliverable</b>	<b>Date of Report Submission</b>	<b>Expected Date of Disbursement</b>	<b>Amount of Disbursement</b>	<b>% (Up to 80% of Eligible Expenditures)</b>
<b>Climate Adaptation Maturity Scale</b>	One month after execution of contract	-	-	-
<b>Final Report:</b> Phases 1 to 3	01/Dec/2018	-	-	-
<b>Completion Report</b>	02/Jan/2019	02/Feb/2019	\$175,000	100%

#### **Period of Funding.**

If the Recipient fails to meet the conditions of and fails to obtain the Final Contribution within the earlier of:

24 months from the Project End Date set out in Part 2 of Schedule A, then FCM may, at its sole and absolute discretion and on notice to the Recipient, forthwith terminate this Agreement.

## Schedule C

### Part 1 Request for Contribution, Letter of Attestation and Expense Claim

#### **[LETTERHEAD OF THE RECIPIENT]**

**[Address]**

**[Date]**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: Ms. Ivone Rey  
Project Officer - MCIP

Ladies and Gentlemen:

**Re: MCIP – no. 15234 Grant Agreement between the Federation of Canadian Municipalities (as Trustee) and the Corporation of the Town of Tecumseh (“Recipient”) (the “Agreement”)**

I, **[Instruction: insert the name of a person named in the agreement]**, the **[Instruction: insert the title]**, of the Recipient certify and confirm that the Recipient is requesting the **1<sup>st</sup>/2<sup>nd</sup>/3<sup>rd</sup> or Final (Please choose which contribution you are requesting)** Contribution and that the Recipient has satisfied each condition of contribution listed below. I understand that all information below must be submitted and accepted in order for FCM to be able to proceed to funds transfer.

I am attaching to this request for contribution all reports specified as a condition of disbursement in Part 3 of Schedule A:

- **[Instruction: insert the title of report]**
- Letter of Attestation.

In addition, I have also attached the following documents:

- The Expense Claim
- Updated statement of funding sources and amounts (Part 2 of Schedule B)

The [lead organisation] would like to have the Contribution to be disbursed to the following account:

Name of Bank:  
Address of Bank:  
Telephone no. of Bank: XXX-XXX-XXXX  
Bank no.: XXX **[3 Digits]**  
Transit no.: XXXXX **[5 Digits]**  
to the credit of Recipient's Account no.:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Letter of Attestation for Expense Claim

### [LETTERHEAD OF THE RECIPIENT]

[Address]  
[Date]

TO: The Federation of Canadian Municipalities

This letter of attestation (the “**Letter**”) is issued pursuant to the Agreement #15234 (project number) dated [redacted] (the “**Agreement**”) between the Federation of Canadian Municipalities (“**FCM**”) and the Corporation of the Town of Tecumseh (the “**Recipient**”), and in support of the expense claim submitted by the Recipient to FCM for reimbursement of expenses incurred and paid by the Recipient in relation to the Project (the “**Expense Claim**”).

All defined terms used in this Letter and not otherwise defined shall have the corresponding meaning in the Agreement.

I am an authorized official of the Recipient and I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- i. All expenses claimed in the Expense Claim have been incurred and paid by the Recipient;
- ii. All expenses claimed in the Expense Claim relate to the Project;
- iii. All expenses claimed in the Expense Claim relate to Eligible Activities in compliance with the eligible activity requirements described in Part 4 of Schedule C to the Agreement; and
- iv. All expenses claimed in the Expense Claim are Eligible Expenditures in compliance with the Eligible Expenditure requirements described in Part 4 of Schedule C to the Agreement.
- v. All expenses claimed have been incurred during the Period of Funding.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Expense Claim

### [LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Project Number	MCIP 15234
Project Title	Town of Tecumseh Storm Drainage Master Plan

**Note:** Must be submitted with each Request for Disbursement. The following expenditures have been incurred from the period between XXXX and YYYY for the completion of the milestones identified.

Milestone Completed	Total Budgeted Expenditures (\$) (as per Part 2 of Schedule A per milestone)	Total Actual Eligible Expenditures Net of Tax Rebates per milestone(\$)	Total Actual Ineligible Expenditures Net of Tax Rebates per milestone (\$)	Total Actual Expenditures Net of Tax Rebates per milestone (\$)
Milestone 1: Background investigation, Model Development, Initial Analysis and Flood Design Options	\$328,000			
Milestone 2: Refined Model Analysis and Recommended Flooding Solution	\$79,100			
Milestone 3: Submission of Final recommended Flooding Solution Design/Study Report and Notice of Completion	\$104,100			
<b>Total Expenditures (\$)</b>	<b>\$512,000</b>			

Expenditures Incurred by Expenditure Category (as per Part 4 of Schedule C)	Total Actual Eligible Expenditures Net of Tax Rebates (\$)	Total Actual Ineligible Expenditures Net of Tax Rebates (\$)	Total Actual Expenditures – Net of Tax Rebates (\$)
Administrative and Overhead Expenditures			
Capital Expenditures			
Equipment rental			
In-Kind	N/A		
Meetings, Training Sessions and public gatherings			
Professional and/or Technical Services			
Staff remuneration			
Supplies and materials			
Travel and accommodation			
<b>Total Expenditures Incurred (\$)</b>	<b>\$</b>		



## Schedule C

### Part 2 Completion Report Templates

#### How to complete the Study Completion Report

The purpose of the Study Completion Report is to gather information that will help to share your municipality's experience with others who are looking to undertake similar work and who can benefit from your lessons learned.

Please write the report using plain language that can be understood by non-specialists. A Study Completion Report typically ranges between 5-10 pages in length, but may be shorter or longer depending on the complexity of the Study. Please refer to the suggested word counts for an estimate of how much detail to provide for each question.

Please enclose the following:

- Final electronic copy of the Study Completion Report
- Final electronic copy of the Study
- Final Request for Contribution

**Note:** The electronic copies of the above documents, including all attachments and appendices, must be dated and submitted in either MS Word format (.doc or .docx) or PDF (searchable) format. Documents that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by FCM.

**COPYRIGHT:** Because we may post your report on our website, you must hold the copyright to the reports that you submit to us. This means that you own all the rights in the report and can decide who is allowed to reproduce and distribute it.

**CONFIDENTIALITY:** If your report contains any confidential information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your project), please submit two versions of the report:

- **Study Completion Report (including confidential information):** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.
- **Abridged Study Completion Report (excluding confidential information):** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

If you have questions about completing this report, please consult FCM staff.

### Study Completion Report

<b>MCIP number:</b>	15234
<b>Working title of the initiative:</b>	Town of Tecumseh Storm Drainage Master Plan
<b>Climate focus (adaptation or mitigation):</b>	Adaptation
<b>Type of study (feasibility or operational):</b>	Feasibility study
<b>Name of lead applicant:</b>	The Corporation of the Town of Tecumseh
<b>Name, title, mailing address, phone, and e-mail address of lead technical contact:</b>	
<b>Date of the report:</b>	

#### 1. Summary

- a. What are the objectives of the Study and how will the results be used to reduce GHG emissions and/or reduce vulnerability to climate impacts? (e.g. relating to energy, transportation, flooding, etc.) (200 words)
- b. What is the geographic and/or operational scope of the Study? (100 words)
- c. What was the total cost of undertaking the Study and how was it paid for?
- d. How many months did it take to do the Study, from the concept stage through to completion?
- e. Briefly describe the methodology used in this Study. (300 words)
- f. Were there any significant changes to the scope and/or costs for the development of this Study (as described in Part 2 of Schedule A of the Agreement) since the start of the work? If so, please describe these changes and provide a brief explanation. (300 words)

#### 2. Who Was Involved?

- a. Briefly describe who was involved in this Study and what their role was (e.g. municipal staff, consultants, community groups, etc.). Please include names, titles, and contact information for each person involved. (300 words)
- b. If the lead applicant is not a municipality, briefly explain why your organization undertook this Study. (200 words)

#### 3. Findings and Recommendations

For the questions in this section: If the answer is clearly outlined within the Study itself, it is sufficient to indicate the section and page number(s) on which the information can be found.

- a. What were the technical and/or operational findings of the Study? Please include quantitative results, along with a brief explanation of their implications. (300 words)
- b. What were the financial findings of the Study? (e.g. results from a cost-benefit analysis, anticipated financial savings, etc.). Please include quantitative results, along with a brief explanation of their implications. (300 words)

- c. What are the main recommendations of the Study and who are they targeted to? (200 words)
- d. What are the next steps for implementing the recommendations from this Study and when do you expect them to occur? (e.g. Council approval, budget allocation, etc.) (200 words)
- e. What changes do you anticipate to municipal operations and/or climate initiatives as a result of having undertaken this Study? (300 words)

#### **4. Lessons Learned**

In answering the questions in this section, please share reflections based on your experience in undertaking the Study, from the initial planning stages through to its completion.

- a. What would you have done *differently* and why? (300 words)
- b. What were the key factors that allowed for the Study to be successfully undertaken and why? (300 words)
- c. What barriers and/or challenges were encountered in undertaking this Study and how were these addressed? (300 words)

#### **5. Knowledge Sharing**

- a. Aside from the Study itself, did your work result in anything else that could be of use to other municipalities? If so, please briefly describe each item below, and include a copy when submitting this report so that it can be shared. (300 words)

(Examples include a new policy, operating practice, model by-laws, a public consultation manual, check-lists, a measurement tool to assess progress in adapting to the impacts of climate change and/or reducing GHG emissions, etc.)

- b. Did your municipality refer to any informational resources or consult with other municipalities in the development of this Study? If so, which ones and how? (200 words)
- c. Is there a website where more information about the Study can be found? If so, please provide the link below.
- d. Would someone from your municipality like to provide a 50-100 word quote that can be used to accompany the Study's promotion? If so, please include it below, along with the full name and title of the person. (The quote could highlight the Study's objectives, key findings, anticipated outcomes following implementation, etc.)

#### **6. Awards and Recognition**

- a. Please describe any recognition, awards, or notable public support received relating to this Study. (200 words)

#### **7. Contact information**

- a. Please provide the name, title, phone, email, and mailing address of someone who can be contacted for more information about the Study (if different from the Lead Technical Contact).

## 8. Self-Assessment on Improved Adaptation and/or Advancement in Emissions Reductions

*Adaptation:* Please refer to the Climate Adaptation Maturity Scale to complete the self-assessment table below.

Competence	Highest completed maturity level at beginning of Study	Highest completed maturity level at completion of Study	Notes on Progress Made	
			For each outcome area in which you made progress, provide one sentence to describe the actions taken.	
Policy and performance measurement	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Policy and objectives	
			Strategy and framework	
			Measurement and monitoring	
Human resources and governance	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Cross-functional groups	
			Aligned culture	
			Stakeholder engagement	
Technical and risk management capacity	[insert drop-down menu: 1-5]	[insert drop-down menu: 1-5]	Data and performance management	
			Technical tools	
			Economic considerations	

Note: All outcomes must have been achieved to have completed a particular level.

## Schedule C

### **Part 3 Accepted Practices**

The Recipient shall incorporate the following language into the Final Plan or Final Study or Final Capital Project, as applicable, and the Final Completion Report, unless it has received written notice to the contrary from FCM:

“© 201X, **The Corporation of the Town of Tecumseh**. All Rights Reserved.

The preparation of this [plan/ study/capital project] was carried out with assistance from the Government of Canada and the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them.”

## Schedule C

### Part 4 Eligible Activities and Expenditures

Eligible expenses must be incurred after **Eligible Expenditure Date of 18/Apr/2017**,

#### Eligible Activities

Expenditure Category	Eligible Expenditures	Ineligible Expenditures
<b>1) Pre-application</b>	N/A	<ul style="list-style-type: none"> <li>Any expenditure incurred prior to FCM's eligible expenditure date.</li> <li>Expenditure of developing this proposal or application.</li> </ul>
<b>2) Administrative and Overhead Expenditures</b>	<p>Administrative expenditures that are directly linked to and have been incurred for the project, such as:</p> <ul style="list-style-type: none"> <li>Communication expenditures (e.g. long-distance calls or faxes).</li> <li>Permits or certifications required for the project.</li> <li>Outsourced printing or photocopying.</li> <li>Acquisition of documents used exclusively for the project.</li> <li>Document translation.</li> <li>Transportation, shipping, and courier expenditures for delivery of materials essential for the project.</li> <li>Design and production of communication products to promote project outcomes and benefits to the public.</li> <li>Advertising, website development, project education materials or expenditures to disseminate project communications products.</li> <li>Public engagement expenditures, such as surveys, web tools, other materials.</li> </ul>	<p>General overhead expenditures incurred in the regular course of business, such as:</p> <ul style="list-style-type: none"> <li>Office space, real estate fees and supplies.</li> <li>Financing charges and interest payments.</li> <li>Promotional items.</li> <li>Hospitality expenses (food and drink, alcohol, entertainment, etc.).</li> </ul>
<b>3) Capital Expenditures</b>	<ul style="list-style-type: none"> <li>Specialized system hardware.</li> <li>Software expenditures up to a maximum of \$25,000 will be accepted, unless otherwise approved by FCM.</li> <li><b>For Capital Projects only:</b> Expenditures essential for conducting the project. This would include construction expenditures, materials, renovation and modernization expenditures, and installations expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Purchase or lease of real estate.</li> <li>Capital expenditures related to regular business activities and not a specific requirement of the project.</li> </ul>

<b>4) Equipment Rental</b>	<ul style="list-style-type: none"> <li>Rental of tools and equipment.</li> <li>Related operating expenditures such as fuel and maintenance expenditures.</li> </ul>	<ul style="list-style-type: none"> <li>Rental of tools or equipment related to regular business activities.</li> </ul>
<b>5) In-Kind</b>	N/A	<ul style="list-style-type: none"> <li>Any goods and services received through donation</li> </ul>
<b>6) Meetings, Training Sessions, and Public Gatherings</b>	<ul style="list-style-type: none"> <li>Expenditures associated with accessing reference materials such as standards, templates and toolkits.</li> <li>Expenditures related to meetings and public gatherings that communicate the project to the public and that collect feedback: Examples: facility rental and audiovisual equipment.</li> </ul>	<p>Any hospitality expenses such as:</p> <ul style="list-style-type: none"> <li>Food and drink</li> <li>Alcohol</li> <li>Door prizes</li> <li>Entertainment</li> <li>Music</li> <li>Decorations</li> <li>Flowers, centerpieces</li> <li>Etc.</li> </ul>
<b>7) Professional and/or Technical Services</b>	<ul style="list-style-type: none"> <li>Fees for professional or technical consultants and contractors, incurred in support of eligible activities.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures associated with regular business activities not related to the project.</li> <li>Legal fees.</li> </ul>
<b>8) Staff Remuneration</b>	<ul style="list-style-type: none"> <li>Daily rates actually paid by the Eligible Recipient to its Employees in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: <ul style="list-style-type: none"> <li>a) direct salaries: actual and justifiable sums paid by the Eligible Recipient to Employees in accordance with the Eligible Recipient's pay scales as regular salary <u>excluding</u> overtime pay and bonuses.</li> <li>b) fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> <li>i. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and</li> <li>ii. paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible</li> </ul> </li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>In-kind contribution of services.</li> <li>Participant salaries.</li> <li>Expenditures related to regular business activities</li> <li>Overtime Pay</li> <li>Bonuses / performance pay</li> <li>Fringe benefits such as; <ul style="list-style-type: none"> <li>sick days</li> <li>pension plan</li> <li>any other fringe benefits not listed as eligible</li> </ul> </li> <li>Costs related to ongoing or other business activities and not specifically required for the project.</li> <li>Staff wages while receiving training or attending learning events.</li> <li>Professional membership fees or dues.</li> </ul>

	<p>Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits;</p> <p><i>Note: Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.</i></p>	
<b>9) Supplies and Materials</b>	<ul style="list-style-type: none"> <li>Supplies and materials required to undertake the project.</li> </ul>	<ul style="list-style-type: none"> <li>Expenditures related to regular business activities</li> </ul>
<b>10) Taxes</b>	<ul style="list-style-type: none"> <li>The portion of Provincial/ Harmonized Sales Tax and Goods and Services Tax for which your organization is not eligible for rebate.</li> </ul>	<ul style="list-style-type: none"> <li>The portion of Provincial /Harmonized Sales Tax and Goods and Services Tax for which your organization is eligible for rebate, and any other expenditures eligible for rebates.</li> </ul>
<b>11) Travel and Accommodation</b>	<p><u>For individuals on travel status</u> (individuals travelling more than 16 km from their assigned workplace - using the most direct, safe and practical road.);</p> <ul style="list-style-type: none"> <li>Travel and associated expenses for implementing partners, guest speakers-and consultants to the extent that the travel and accommodation rates comply with the Treasury Board of Canada guidelines, and to the extent that such travel is necessary to conduct the initiative. <a href="http://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html">www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/travel-government-business.html</a></li> </ul> <p><i>Where justified, participant travel costs may be claimed with prior written consent from FCM. Under no circumstances will participant honorariums be covered.</i></p>	<ul style="list-style-type: none"> <li>Any travel expense that is not paid in accordance with the Treasury Board of Canada guidelines</li> <li>Any expenditure that is not necessary to conduct the project.</li> <li>Participant honorariums.</li> </ul>

**Note: Invoices, receipts and timesheets (where applicable), must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.**



## **Schedule D**

### **Contact Information**

#### **Notices and Requests.**

Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient, other than a notice of default, shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail. A notice of default shall be in writing and delivered by registered mail. Notices shall be addressed as follows:

#### **FCM**

Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Attention: **Ivone Rey**  
Email: **irey@fcm.ca**

#### **Recipient**

**The Corporation of the Town of Tecumseh**  
**Public Works & Environmental Services**  
**917 Lesperance Road**  
**Tecumseh, Ontario**  
**N8N 1W9**

Attention: **Daniel Piescic**  
Email: **dpiescic@tecumseh.ca**

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-74

Being a by-law to close up and authorize the sale of 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)

**WHEREAS** pursuant to Section 34 of the *Municipal Act* S.O. 2001 Chapter 25, as amended, the Council of a municipality may pass by-laws for permanently closing a highway or part of a highway, subject to giving public notice of its intention to pass the by-law;

**AND WHEREAS** pursuant to Section 43 of the *Municipal Act* S.O. 2001 Chapter 25, as amended, a municipality that permanently closes a portion of highway may convey the land forming the highway, if it is not covered with water;

**AND WHEREAS** pursuant to Section 251 of the *Municipal Act* S.O. 2001 Chapter 25, as amended, the Council of the Corporation of the Town of Tecumseh enacted By-law No. 2003-06 establishing procedures for notices as required under the *Municipal Act*, S.O. 2001;

**AND WHEREAS** notice of intention of the Council of The Corporation of the Town of Tecumseh to pass a by-law to close and convey the alley situate between Coronado and Barry and abutting 12600 to 12700 Little River Blvd., 340 to 346 Coronado, 387 Barry, and 12733 to 12765 Mason (Alley) was published in the Shoreline Week on the following dates: Friday, September 22 and 29, and October 6, 2017; and Thursday, September 21 and 28, and October 5, 2017, in accordance with By-law No. 2003-06;

**AND WHEREAS** the Council of the Town of Tecumseh deems it desirable to transfer the Closed Alley to the abutting property owners;

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

1. **That** the alley situate between Coronado and Barry and abutting 12600 to 12700 Little River Blvd., 340 to 346 Coronado, 387 Barry, and 12733 to 12765 Mason (Alley) in the Town of Tecumseh be and the same is hereby stopped-up and closed.
2. **That** the property owners whose lands abut upon the stopped-up and closed Alley shall have the right to purchase a portion of the Alley which abuts his or her lands.
3. **That** the sale price of the closed Alley to the abutting property owners shall be a proportionate share of the survey, advertising, legal and any other costs incurred by The Corporation of the Town of Tecumseh to effect the Alley closing and transfer.
4. **That** the Mayor and the Clerk be and they are hereby authorized to execute on behalf of The Corporation of the Town of Tecumseh, and to seal any and all documents necessary to implement this by-law and the sale of the closed Alley.
5. **That** this by-law shall come into full force and take effect after its final passing, and upon its registration in the Land Registry Office for the County of Essex.

**READ** a first, second and third time and finally passed this 24<sup>th</sup> day of October, 2017.

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Gary McNamara, Mayor

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Laura Moy, Clerk

## UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
20/14	Dec 9, 2014  Feb 14, 2017		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements.  Administration is asked to provide an update to the affected property owners.	PWES/ Clerks	Update provided by Legal on March 14, 2017
5/16	Nov 8, 2016  Feb 14, 2017	RCM 390/16	Traffic Study	That a traffic count be conducted for the intersection of Cada Street and St. Gregory's Road to determine if it warrants the installation of a crosswalk.  A request is made that the traffic count should not take place prior to the soccer season as those numbers ought to be incorporated.	PWES	Report to Council on October 24, 2017
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	Report to Council on October 24, 2017
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.
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	
22/17	September 26, 2017		Jason Court	A concern regarding condo residents paying twice for their municipal services [ie: Property Tax / Condo Fees] was raised. Administration will provide information to the residents.	PW/ Finance	
23/17	October 10, 2017		Legislative Notices	Administration is asked to provide a report on the legislative requirements for public notices for developments and infrastructure improvements.	PW/Planning	

**Meeting Date: October 24, 2017**

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2017-75

Being a by-law to confirm the proceedings of the  
**October 24, 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 **October 24, 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 **October 24, 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 24<sup>th</sup> day of October, 2017.

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Gary McNamara, Mayor

"SEAL"

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Laura Moy, Clerk