

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

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2. **MOMENT OF SILENCE**
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4. **ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST**
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13. UNFINISHED BUSINESS

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14. NEW BUSINESS

15.

MOTIONS

a.

By-Law 2017-95

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Being a by-law to confirm the proceedings of the December 12, 2017 regular meeting of the Council of The Corporation of the Town of Tecumseh
16.

NOTICES OF MOTION
17.

NEXT MEETING

Regular Council Meeting January 30, 2018
18.

ADJOURNMENT

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

Tecumseh Council meets in regular public session on Tuesday, November 28, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 pm.

(RCM 19-1)

ORDER

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

(RCM 19-2)

MOMENT OF SILENCE

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

(RCM 19-3)

NATIONAL ANTHEM

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

(RCM 19-4)

ROLL CALL

| | | |
|---------------|--|----------------------|
| Present: | Mayor | - Gary McNamara |
| | Deputy Mayor | - Joe Bachetti |
| | Councillor | - Bill Altenhof |
| | Councillor | - Brian Houston |
| | Councillor | - Tania Jobin |
| | Councillor | - Rita Ossington |
| Absent: | Councillor | - Andrew Dowie |
| Also Present: | Chief Administrative Officer | - Tony Haddad |
| | Director Corporate Services & Clerk | - Laura Moy |
| | Director Fire Services & Fire Chief | - Doug Pitre |
| | Director Information & Communication Services | - Shaun Fuerth |
| | Director Parks & Recreation Services | - Paul Anthony |
| | Director Planning & Building Services | - Brian Hillman |
| | Director Public Works & Environmental Services | - Dan Piescic |
| | Deputy Clerk & Manager Legislative Services | - Jennifer Alexander |
| | Deputy Treasurer & Tax Collector | - Tom Kitsos |
| | Manager Committee & Community Services | - Christina Hebert |
| | Manager Planning Services | - Chad Jeffery |

DISCLOSURE OF PECUNIARY INTEREST

Item 9B Councillor Brian Houston declares an interest in the request for an exemption from the Sign By-law by Vista Academy Secondary School as his wife is employed by the Greater Essex County District School Board.

Item 7A Deputy Mayor Joe Bachetti declares a conflict of interest being employed full time as a Principal of the Windsor-Essex Catholic District School Board.

(RCM 19-5)

MINUTES

Motion: (RCM-411/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That the minutes of the November 14, 2017 Regular Meeting of Council, the minutes of the November 21, 2017 Special Meeting of Council, and November 14, 2017 Public Meeting of Council, as were duplicated and delivered to the Members, are adopted.

Carried

(RCM 19-6)

SUPPLEMENTARY AGENDA ADOPTION

There are no supplementary items presented to Council.

(RCM 19-7)

DELEGATIONS**Save the Fish Program**

Deputy Mayor, Joe Bachetti, having declared an interest refrains from any discussion.

St. Pius X School Robotics Team presents to Council their Save the Fish program and requests permission to paint yellow fish on storm drains to increase public awareness on being environmentally friendly. The storm drains on Lacasse Boulevard will be completed first and then throughout the Town in the spring.

The Team is directed to contact the Director Public Works & Environmental Services to coordinate painting of the storm drains on Lacasse Boulevard.

Tecumseh Thunder Baseball Team

Jamie Kell, President and Manager of the Tecumseh Thunder Senior Team, receives a certificate of recognition from Council for the Team's accomplishments this year for winning the Ontario Baseball Championship (4x) and 2017 National Representatives for Ontario.

(RCM 19-8)

COMMUNICATIONS**Communications – For Information**

- A. Essex County Agricultural Hall of Fame Re: Nominations for 2018 Hall of Fame Induction
- B. Ministry of Education Re: Public Engagement on Education Assessment in Ontario
- C. National Coalition Against Contraband Tobacco Re: Contraband Tobacco in Ontario
- D. County of Essex Re: Notice of Decision Official Plan Amendment No. 14

Motion: (RCM-412/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That Communications – *for Information* A through D as listed on the November 28, 2017 Regular Council Meeting Agenda are received.

Carried

Communications – Action Required**A. Township of Ignace Re: Provincial Flood Insurance Program**

Motion: (RCM-413/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

That the Township of Ignace resolution requesting the Government of Ontario to create a Provincial Flood Insurance Program, to cover those individuals, families and businesses who are unable to secure flood insurance for their properties, be supported.

Carried

B. Tecumseh Vista Academy Secondary School Re: Exemption from Bylaw

Councillor Brian Houston refrains from any voting or discussion on the matter having declared an interest.

Motion: (RCM-414/17) Moved by Councillor Rita Ossington

Seconded by Councillor Bill Altenhof

That Tecumseh Vista Academy Secondary School request for a Sign By-Law exemption, to advertise their Grade 8 Information Night being held on Wednesday, December 13, 2017, is denied.

Carried

The Director Planning & Building Services explains the provisions of the Sign By-law which restrict the type of signs being requested to be temporarily permitted by Vista Academy Secondary School. Members comment on the consistent application of the by-law and alternative methods for advertising.

(RCM 19-9)

COMMITTEE MINUTES

None.

(RCM 19-10)

REPORTS

Manager Committee & Community Services Report No. 36/17 Re: 2018 Cat Spay & Neuter Voucher Program

Motion: (RCM-415/17) Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That the 2018 Cat Spay & Neuter Voucher Program, as outlined in Corporate Services & Clerk Report No. 36/17, be approved.

As recommended by the Manager Committee & Community Services under Report No. 36/17.

Carried

Director Corporate Services & Clerk Report No. 44/17 Re: Farm Lease Agreement – John Nostadt 2018 Crop Year

Motion: (RCM-416/17) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That The Corporation of the Town of Tecumseh (Town) enter into a one year term Lease Agreement with John Nostadt, of Nostadt Stock Farms (Nostadt), to farm the Town's 18 acres of farmland located on the south side of Baseline Road at a rate of \$233.00 per acre be approved;

And that the Mayor and the Clerk be authorized to execute a Farm Lease Agreement between the Town and Nostadt for the 2018 Crop Year;

As recommended by the Director Corporate Services & Clerk under Report No. 44/17.

Carried

Director Corporate Services & Clerk Report No. 45/17 Re: Skate Pro Lease Agreement Renewal Tecumseh Arena

Motion: (RCM-417/17) Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

That the new five year Lease Agreement with The Skate Pro and its owner, Chuck Gravelle commencing May 1, 2018 and ending April 30, 2023, at a monthly fee of \$330 plus HST, with an option to renew for one additional five (5) year term upon providing 120 days' written notice to the Town be approved;

And that the Mayor and the Clerk be authorized to execute the renewed Lease Agreement between the Town and The Skate Pro; As recommended by the Director Corporate Services & Clerk under Report No. 45/17.

Carried

Director Planning & Building Services Report No. 33/17 Re: Site Plan Control Home Hardware Stores Limited 1613 Lesperance Road

Motion: (RCM-418/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington

That a by-law authorizing the execution of the Home Hardware Stores Limited site plan control amending agreement, satisfactory in form to the Town's Solicitor, which allows for the demolition of a 729 square metre (7,846 square foot) accessory storage building, the construction of a new 2095 square metre (22,550 square foot) addition to the existing Home Hardware commercial establishment and associated on-site services/works on a 1.3 hectare (3.3 acre) property located at the southwest corner of the Lesperance Road/County Road 22 intersection (1613 Lesperance Road), be adopted, subject to the following occurring prior to the Town's execution of the Agreement:

- I. the Owner executing the site plan control amending agreement; and
- II. the Owner posting security for performance pursuant to paragraph 5.1 of the amending agreement.

And that the Mayor and Clerk be authorized to execute the site plan amending agreement, as attached hereto and/or in such modified version as may be approved by the Town's solicitor prior to execution and such further documents as are called for by the site plan amending agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan amending agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the site plan amending agreement;

As recommended by the Director Planning & Building Services under Report No. 33/17.

Carried

Discussion is held on the potential traffic impact this amendment will have on the intersection of Lesperance Road and County Road 22 and the need for future infrastructure improvements to these roads

(RCM 19-11)

BY-LAWS

None.

(RCM 19-12)

UNFINISHED BUSINESS

The Members receive the Unfinished Business listing.

(RCM 19-13)

NEW BUSINESS

Christmas in Tecumseh

Congratulations and appreciation is expressed to the Parks Department and Fire Services for an excellent job in organizing the Santa Parade and Christmas in Tecumseh Event.

A member suggested that tree lighting be added to the event in the future.

(RCM 19-14)

MOTIONS

Motion: (RCM-419/17) Moved by Councillor Rita Ossington

Seconded by Councillor Tania Jobin

That By-law 2017-78 being a by-law to confirm the proceedings of the November 28, 2017, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

Carried

(RCM 19-15)

NOTICES OF MOTION

None.

(RCM 19-16)

NEXT MEETING

A Personnel Meeting will be held at 5:30 pm on Tuesday, December 12, 2017.

A Public Council Meeting will be held at 6:30 pm on Tuesday, December 12, 2017 regarding the extension of a Temporary Use By-law.

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

(RCM 19-17)

ADJOURNMENT

Motion: (RCM-420/17) Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That there being no further business the November 28, 2017 regular meeting of Council now adjourn at 7:50 pm

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

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

Tecumseh Council meets in special session on Tuesday, November 28, 2017, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:00 pm.

(SCM 9-1)

ORDER

The Mayor calls the meeting to order at 6:00 pm.

(SCM 9-2)

ROLL CALL

| | | |
|---------------|---|----------------------|
| Present: | Mayor | - Gary McNamara |
| | Deputy Mayor | - Joe Bachetti |
| | Councillor | - Bill Altenhof |
| | Councillor | - Brian Houston |
| | Councillor | - Tania Jobin |
| | Councillor | - Rita Ossington |
| Absent: | Councillor | - Andrew Dowie |
| Also Present: | Chief Administrative Officer | - Tony Haddad |
| | Director Corporate Services & Clerk | - Laura Moy |
| | Director Fire Services & Fire Chief | - Doug Pitre |
| | Director Planning & Building Services | - Brian Hillman |
| | Director Parks & Recreation Services | - Paul Anthony |
| | Deputy Clerk & Manager Legislative Services | - Jennifer Alexander |
| | Manager Committee & Community Services | - Christina Hebert |

(SCM 9-3)

DISCLOSURE OF PECUNIARY INTEREST

Councillor Bill Altenhof declares an interest in the appointment of Youth Advisory Committee Members, as both his sons are applicants.

(SCM 9-4)

DELEGATIONS

None.

(SCM 9-5)

COMMUNICATIONS

None.

(SCM 9-6)

REPORTS

Director Corporate Services & Clerk Report No. 46/17 Re: Award Nominations

Motion: (SCM-24/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the nomination of Frank Perissinotti for the 2017 Donald “Donny” Massender Memorial Volunteer Award be accepted.

Carried

Motion: (SCM-25/17) Moved by Councillor Rita Ossington
Seconded by Councillor Brian Houston
That the nomination of Michael J. Rovers for the 2017 Dr. Henri
Breault Community Excellence Award be accepted.

Carried

Councillor Rita Ossington declares an interest in the nominations for the 2018 Senior of the Year Award as she is a member of the Tecumseh Area Historical Society Board for which Doug Drouillard, a nominee, is also a member. She refrains from any voting or discussion on the nominations for Senior of the Year.

Motion: (SCM-26/17) Moved by Councillor Tania Jobin
Seconded by Councillor Brian Houston
That the nomination of Judy Wellwood-Robson for the 2018 Senior
of the Year Award be accepted.

Carried

Manager Committee & Community Services Report No. 47/17 Re: 2018
Committee Appointments

Councillor Bill Altenhof having declared an interest in the applications for the Youth Advisory Committee refrains from any voting and discussion on the matter.

Motion: (SCM-27/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston
That all applications to the Youth Advisory, Senior Advisory,
Cultural & Arts Advisory and the Heritage Committees, be accepted
without prejudice or precedent.

Carried

Motion: (SCM-28/17) Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Bill Altenhof
That the application from Lori Chadwick for the Committee of
Adjustment be accepted.

Carried

Administration is directed to amend the report to reflect that Councillors Rita Ossington and Tania Jobin are the Town representatives on the Essex Region Conservation Authority Board.

(SCM 9-7)

ADJOURNMENT

Motion: (SCM-29/17) Moved by Councillor Bill Altenhof
Seconded by Councillor Tania Jobin
THAT there being no further business the November 28, 2017
special meeting of Council be adjourned at 6:23 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Sent: December-06-17 11:59 AM

To: Laura Moy

Subject: Tuesday December 12th Council Meeting delegation Request

On behalf of the Tecumseh Soccer Club I would like to request the Clerk's office to list our organization as a delegation at the December 12th regular meeting of Council.

Our Club would like to speak o council on the following topics;

1. Support for the funding allocation proposed in the Arena Capital budget to secure the services of an architect and prepare detailed design drawings for the proposed Tecumseh Multi-use sports plex.
2. Update council on our recent achievement of attaining OPDL certification and what it means to both our Club and the Town as partners
3. Update review of field requirements

It is my understanding that as a delegation we have 10 minutes to address Council, and in addition we are required to provide you with a copy of our verbal presentation, which we will provide the Clerk's office by Thursday close of business 4:30 pm.

Should you have any further questions on this request please do not hesitate to contact me.

Tecumseh Soccer Representative

Steve Grigorakis

Tecumseh Soccer Club

Council Presentation December 12th, 2017

On behalf of Tecumseh Soccer I would first like to thank Tecumseh Council for all of their support in the past and we look forward to a continued progressive partnership in the future.

We as an organization would like to address Council on 3 main items as follows;

1. The financial commitment being recommended to Council to approve funding to move the sports plex project to the next step. It is my understanding that the funding request is to allow administration to secure the services of an Architect to prepare detailed design drawings for the sports-plex. This is very exciting news to our Club participated and as we have confirmed in the Feasibility Study we will be a user and strong supporter of this exciting project, as you will note some of our required usage that will be addressed under Item # 2. We will also like Council to be aware we will be prepared to provide a financial commitment towards this project as it moves forward.
2. I would like to announce to Council some very exciting news our Club Tecumseh Soccer travel program has received designation as an OPDL Club which is the highest designation that can be achieved through Ontario Soccer. There are only 28 Clubs in Ontario that to date have received this designation, and we are not only the smallest club to receive this designation but as well we are the only Club South of London Ontario with this designation.

What does this mean well we first start with 2 clubs the boys and girls 13 years old division. Each year after we then receive 2 additional clubs by way of example in 2019 we will have boys and girls 13 and 14 year old divisions, and each year this continues until we have boys and girls 18 year old down to 13 year old teams and this will bring it to a total of 18 teams.

One of the requirements for this designation is that during the months of April and May as well as October we must play on an artificial playing surface, I am pleased to confirm if our indoor sports plex facility has a FIFA sized field we can play our league games indoor, during these months as well as if during the late spring through early fall the weather conditions outside do not allow us to play outdoors we can also move indoors to the sports plex. So as you can see we would be not only using the facility for off season training and practices but as well for games, and note that once we hit full complement of 18 teams that is a lot of indoor time to be scheduled. We will work with the local school boards in the short term to use existing artificial turf fields to meet the leagues requirements.

I would also like to let council and administration know that in April the Ontario Soccer

organization will be down to review conditions of our playing fields at the Lessor site where we currently have 3 full sized fields, for the most part I think the fields will pass inspection as your parks & recreation department has worked hard over the number of years to improve the condition of the fields and along with irrigation they for the most part are in good shape. We would like to request the Town continued commitment to keep the fields in excellent condition and would like to acknowledge that we will require the towns support to have the fields rolled annually in addition to the current turf work that is being undertaken. Our goal is to have the fields at Lessor be approved as adequate to host the games for this league, and unfortunately if they are not deemed to be in the required condition we will have to move the games to other local communities that meet the field condition requirements. I know we can work together to make sure the fields are adequate and all of the games played outside can be played in Tecumseh. We will also work closely with the parks staff to ensure the length of the grass is maintained to required standard length as our organization is fined and games can be cancelled if the length of the grass is deemed to long for the required play.

3. Lastly I would like to address Council on our field requirements for our regular house and travel program. We understand that we will be losing the St Andres fields for the upcoming 2018 season, and we certainly understand the reasoning as those fields will be developed.

I believe it was Last year or possibly the year before when we addressed Council regarding future field requirements that Council had brought forward the concept of possibly removing the hill in Green acres park. Tonight we would ask Council consideration to having the hill removed and turning that space into playing surface which would provide our organization with additional space we are losing at St Andres. This would allow us to maintain our usage on one location as we have been accustomed to and families for the most part can go to one location for all of their children's soccer requirements. In addition this site has now through a partnership with our club Tecumseh baseball and the town developed outside washrooms which have been very popular with our players and parents.

Our Club is committed to continue to work with the Towns Parks & Recreation department to develop soccer in our Town.

I am available for any questions Council may have on the information I have provided you tonight.

Steve

RECEIVED

NOV 24 2017

Town of Tecumseh

B/30/2017
Doro & Ana Vitella/ Christine Migliore/ Kathy Vinton
c/o Valente Property Corp
220-00301

**NOTICE OF PUBLIC HEARING
TOWN OF LAKESHORE COMMITTEE OF ADJUSTMENT**

IN THE MATTER OF THE PLANNING ACT, R.S.O. 1990, CHAPTER 1, AS AMENDED, AND,

IN THE MATTER OF AN APPLICATION FOR CONSENT BY:

Doro & Ana Vitella/ Christine Migliore/ Kathy Vinton
c/o Valente Property Corp
2985 Dougall Avenue, Windsor ON N9E 1S1

TAKE NOTICE THAT an application for consent (severance) under the above-noted file will be heard by the **TOWN OF LAKESHORE COMMITTEE OF ADJUSTMENT** at the


**TOWN OF LAKESHORE MUNICIPAL TOWN HALL
(Upstairs Council Chambers) 419 NOTRE DAME STREET
BELLE RIVER, ONTARIO**

ON

WEDNESDAY DECEMBER 6TH, 2017 AT 6:00 P.M.
(General Committee Review begins at 5:45 p.m.)

1. This is a Public Meeting called for the purpose of hearing evidence in support of or in opposition to the above-noted application for severance of property as outlined below.
2. Further information on this application may be obtained by contacting the undersigned. If you have comments on this application, they may be forwarded in writing to the Secretary-Treasurer at the address shown below. Your comments will then be conveyed to the Committee of Adjustment members for consideration at the meeting.
3. If you do not attend and are not represented at this Hearing, the Committee may proceed in your absence (including possible amendments to the original request) and you will not be entitled to any further notice of the proceedings. The applicant is encouraged to attend the meeting. The Committee will render a decision on the application at this meeting.
4. If you wish to be notified of the decision of the Town of Lakeshore Committee of Adjustment in respect to this application, you must submit a written request to the Town of Lakeshore Committee of Adjustment. This will also entitle you to be advised of a possible Ontario Municipal Board Hearing. Even if you are the successful party, you should request a copy of the decision since the Town of Lakeshore Committee of Adjustment decision may be appealed to the Ontario Municipal Board by the applicant or another member of the public.
5. If a person or public body that files an appeal of a decision of the Committee of Adjustment in respect of the proposed consent does not make written submission to the Committee of Adjustment before it gives or refuses to give a provisional consent, the Ontario Municipal Board may dismiss the appeal.

| | |
|--------------------------------|---|
| Purpose of Application: | Creation of One Commercial Lot (11.99 acre) |
| Municipal Address: | 1654 Manning Road (County Road 19) (former Community of Maidstone) |
| Legal Description: | Part of Lots 2 & 3, Conc. WPC, Parts 1 & 2, 12R-7298 |
| Date of Notice: | November 22 nd , 2017 |


Maureen Emery Lesperance, Secretary-Treasurer
Committee of Adjustment
Town of Lakeshore
419 Notre Dame Street
Belle River Ontario N0R 1A0
Telephone (519) 728-1975 ext. 286
Fax (519) 728-4577
mlesperance@lakeshore.ca

699.84* (F28M)

898: 200*

Pre-natal
Genetic
Panel

to be
RETAINED

Part 1

Pr

(71.19' WIDE PER PLAN 123-445)
P.E.N. 75008-003B

CONCESSION

WEST



PIKE

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Past

Part

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பலர் 125

7800

Part

Part


Plan 12R-122

Plan 12R-806

→
↘ ↗

2

Q.M.V.


 KV
 LF



1654 Manning Rd.



Legend

- ☐ Tax Parcel
- Street Centreline
- <all other values>
- CNTY
- LAK
- PRIV
- PROV
- Railway

1:2,744



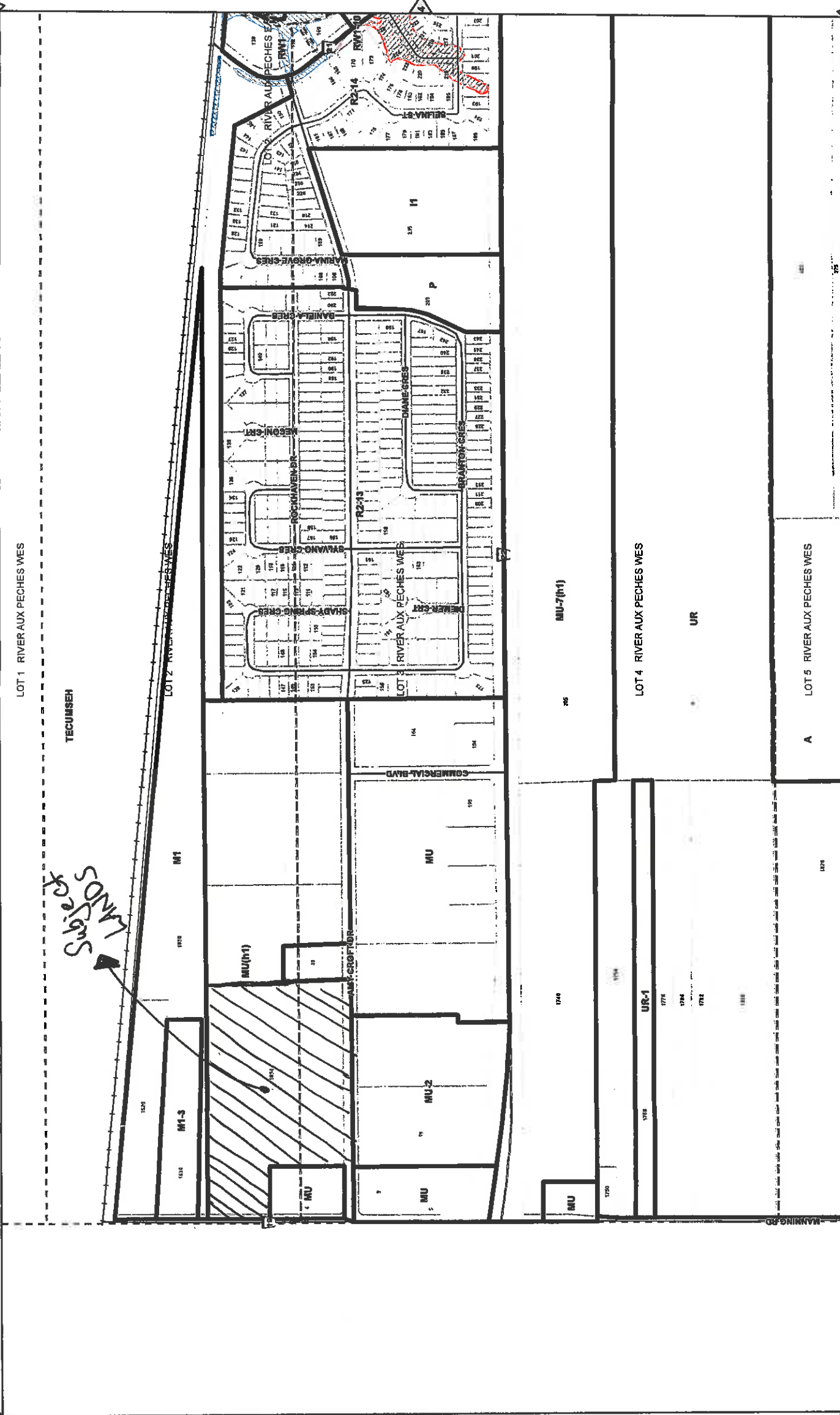
Notes:

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION

Town of Lakeshore Comprehensive Zoning By-Law Schedule "A" - Map 3

Council Adoption - January 2012

- Railway
- Lake St Clair Floodprone Areas
- Inland Floodplain Development Control
- Significant Valley Lands (ERCA)
- Woodlands
- Conservation Authority Jurisdiction Boundary
- Limit of the Regulated Area



As Amended - January 17, 2017

Ontario Municipal Board
Commission des affaires municipales
de l'Ontario



ISSUE DATE: November 30, 2017

CASE NO(S): MM170056

PROCEEDING COMMENCED UNDER subsection 222(4) of the *Planning Act*, R.S.O. 1990, c. P.13, as amended

| | |
|----------------|---|
| Appellant: | Wendy Daniel |
| Subject: | By Law No. 2017-22 (Ward Boundary) The by-law introduces a new ward, five total, with one councillor in each. |
| Municipality: | Town of Tecumseh |
| OMB Case No.: | MM170056 |
| OMB File No.: | MM170056 |
| OMB Case Name: | Daniel v. Tecumseh (Town) |

Heard: October 25, 2017 in Tecumseh, Ontario

APPEARANCES:

Parties

Counsel*/Representative

Wendy Daniel

L. Daniel

Town of Tecumseh

E. Hooker*

DECISION DELIVERED BY S. JACOBS AND ORDER OF THE BOARD

INTRODUCTION

[1] The Town of Tecumseh (the "Town") redivided the municipality from four wards into five through its passing of By-law No. 2017-22 (the "By-law"). Wendy Daniel

appealed the Town's passing of the By-law to the Ontario Municipal Board (the "Board") pursuant to s. 222(4) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended.

[2] Laura Daniel, the Appellant's daughter, represented her mother in the hearing and testified in support of the appeal.

[3] The Board heard from three witnesses on behalf of the Town: (1) Laura Moy, the Town's Director of Corporate Services and Clerk, described the process that led to the passing of the By-law; (2) Brian Hillman, the Town's Director of Planning and Building Services, was qualified to provide opinion evidence in land use planning with an emphasis on his expertise on growth and growth projections; and (3) John Mathieson, a consultant retained by the Town to conduct its ward boundary review, was qualified to provide opinion evidence in municipal governance and affairs, with an emphasis on ward boundary reviews.

[4] At the outset of the hearing, Ms. Daniel expressed concern that she had not been informed that the Town would be calling witnesses. The Board explained that when a hearing is scheduled for a short period of time (in this case, two days were scheduled and the hearing concluded in one day), there is no requirement for the parties to exchange lists of witnesses, and as such, the Board and its staff would not typically be aware of which parties are calling witnesses until the hearing commences. The Board viewed no prejudice to the Appellant, as Ms. Daniel quite capably presented her evidence, skillfully questioned the Town's witnesses, and provided organized and thoughtful closing submissions. Given that Ms. Daniel is not counsel, the Board did allow one procedural indulgence with Mr. Hooker's consent, and that was for her to ask Mr. Hillman two additional questions once re-examination had concluded, while making it clear that Mr. Hooker would have an additional opportunity for re-examination.

Context about the Town and its Current Ward Structure

[5] The Town is a 94 square kilometer municipality that was created through an Amalgamation Order on January 1, 1999, and consists of a population of just over 23,000 residents. The former municipalities that now comprise the Town are the Town of Tecumseh and Village of St. Clair Beach at the north end, and the Township of Sandwich South at the south end. The Town's current ward boundaries largely reflect these pre-amalgamation municipalities, with the former Town of Tecumseh comprising Wards 1 and 3, the former Village of St. Clair Beach comprising Ward 2, and the former Township of Sandwich South comprising Ward 4. An annexation of certain lands by the City of Windsor in 2003 slightly changed the shape of Wards 3 and 4 at that time. There has otherwise been no change to the ward boundaries since the time of amalgamation.

[6] When viewed on a map or aerial photograph, as Mr. Mathieson pointed out, the shape of the Town is similar to that of a llama, with the former Township of Sandwich South forming the 'body' at the south, and then moving north in Ward 4, taking on a narrower, linear shape and forming the 'neck' with Ward 3. Wards 1 and 2 at the north end form the 'head', with Ward 2 protruding east from Manning Road. County Road 22, known as the E.C. Row Expressway through the City of Windsor until it reaches the Town, divides Wards 1 and 3.

[7] While Ward 4, geographically, is by far the largest ward, it consists of two settlement areas – Maidstone Hamlet and Oldcastle Hamlet, which contains a significant industrial component and a vast rural area. Wards 1 and 2 are largely developed, primarily residential areas. Table 1, below, shows the current and projected population distribution for each ward, along with the current and projected variances from average level of representation.

Table 1: Current Ward Structure

| Ward | Councillors | 2014 Population | 2014 Residents per Councillor | 2014 Variance from Average | 2031 Population | 2031 Residents per Councillor | 2031 Variance from Average |
|--------------|-------------|-----------------|-------------------------------|----------------------------|-----------------|-------------------------------|----------------------------|
| Ward 1 | 2 | 12,836 | 6,418 | +39% | 13,405 | 2 | +11% |
| Ward 2 | 1 | 3,629 | 3,629 | -22% | 4,101 | 1 | -32% |
| Ward 3 | 1 | 4,049 | 4,049 | -12% | 10,003 | 1 | +66% |
| Ward 4 | 1 | 2,620 | 2,620 | -43% | 2,626 | 1 | -56% |
| Total | 5 | 23,134 | 4,627 (Average) | N/A | 30,135 | 6,067 (Average) | N/A |

The Town's Ward Review Process and the Proposed New Ward Structure

[8] Ms. Moy and Mr. Mathieson took the Board through the process that the Town went through to arrive at the proposed By-law. In April, 2015, Town Council requested staff to prepare terms of reference to engage a consultant to conduct a ward boundary review. Mr. Mathieson's firm, StrategyCorp, was retained in May, 2016 and carried out the project in three phases.

[9] In the first phase, StrategyCorp evaluated the Town's current Council and ward structure through a review of background information provided by the Town, individual interviews with the Mayor, Deputy Mayor, councillors, and senior staff.

[10] The second phase focused on public consultation, which included: (1) posting information about the ward boundary review on the Town's website; (2) holding four public consultation meetings in two locations on October 27, 2017, with advance notice of the meetings published in the local newspaper; and (3) posting a public engagement survey on the Town's website, with a completion deadline set for the end of November 2016. This survey was voluntary and resulted in 94 completed responses.

[11] The third and final phase consisted of StrategyCorp preparing reports for Council's consideration. Council received StrategyCorp's interim report on December 14, 2016. The interim report contained 11 options for changes to the existing ward boundaries and council structure. StrategyCorp presented its final report on January

24, 2017, recommending Option 3B for implementation. Council considered the options in the final report and instructed StrategyCorp to make some minor revisions to Option 3B; it considered the revised Option 3B at its meeting of March 28, 2017, and requested StrategyCorp to make further revisions, ultimately resulting in the revised Option 3B that is implemented through the By-law, passed on May 9, 2017.

[12] The By-law creates five wards instead of the current four. The companion By-law No. 2017-23 alters the composition of Council so that each Ward is represented by one councillor, with the Mayor and Deputy Mayor elected at-large. The proposed ward structure is summarized in Table 2, below:

Table 2: Proposed Ward Structure

| Ward | Councillors | 2014 Population | 2014 Residents per Councillor | 2014 Variance from Average | 2026 Population | 2026 Residents per Councillor | 2026 Variance from Average |
|--------------|-------------|-----------------|-------------------------------|----------------------------|-----------------|-------------------------------|----------------------------|
| 1 | 1 | 5,438 | 5,438 | +18% | 5,520 | 5,520 | +2% |
| 2 | 1 | 5,680 | 5,680 | +23% | 6,176 | 6,176 | +14% |
| 3 | 1 | 5,349 | 5,349 | +16% | 5,811 | 5,811 | +7% |
| 4 | 1 | 3,068 | 3,068 | -34% | 5,985 | 5,985 | +10% |
| 5 | 1 | 3,600 | 3,600 | -22% | 3,663 | 3,663 | -33% |
| Total | 5 | 23,135 | 4,627 | N/A | 27,155 | 5,431 | N/A |

ISSUES AND ANALYSIS

[13] On an appeal of a by-law dividing or redividing a municipality into wards, it is well established that the Board must be satisfied that a council acted fairly and reasonably in arriving at the proposed ward boundaries. Unless an appellant is able to demonstrate unfairness or unreasonableness, the Board will defer to the local knowledge of a municipal council that arrived at its determination based on a full review of the various available ward boundary options (*Preston v. Rideau Lakes (Township)*, 2017 CarswellOnt 13703; *Savage v. Niagara Falls (City)*, [2002] O.M.B.D. No. 1074; *Teno v. Lakeshore (Town)*, [2005] O.M.B.D. No. 1245).

[14] The Board's determination as to whether the By-law is reasonable is based on an analysis of the test of "effective representation" enunciated by the Supreme Court of Canada in *Reference re Provincial Electoral Boundaries*, [1991] 2 S.C.R. 158 (*Carter*). In its decision, the Court recognizes that absolute voter parity is impossible to achieve, and in fact, in many cases, may be undesirable. The Court explains that the purpose of the right to vote enshrined in s. 3 of the *Charter of Rights and Freedoms* is the right to "effective representation." In order to achieve effective representation, the analysis must first take into account relative parity of voting power, which, in *Carter*, the Court found to allow for variations of plus or minus 25% from the average level of representation. The Court acknowledged that larger variations may be acceptable when considering factors such as geography, community history, communities of interest, and minority representation, noting that this is not a closed list. The Court also found population growth patterns to be relevant, given that ward boundaries are meant to remain in place for a significant period of time.

[15] There are therefore two issues for the Board's consideration in this case:

1. Whether the Town's process in arriving at the By-law was fair and reasonable; and
2. Whether the Town's By-law achieves effective representation, with reference to the *Carter* criteria.

These issues are addressed in turn below.

I. The Town's Process in Arriving at the By-law

[16] Ms. Daniel raised concerns with the Town's process in arriving at the By-law, arguing that the Town did not carry out due diligence in arriving at the proposed ward boundaries. In her opinion, a voluntary survey of 94 residents and limited public consultation is not sufficient to determine what the residents of Tecumseh want for their

town. She also suggested that offering 11 options for residents to comment on was possibly overwhelming, and that perhaps the options should have been narrowed to allow for more meaningful comment.

[17] While the Board understands Ms. Daniel's frustrations, it finds these comments about the Town's process to be merely speculative. The Board heard extensive evidence from Ms. Moy and Mr. Mathieson about the lengthy and detailed process undertaken by the Town and its consultant to arrive at the proposed option for ward redivision. The Town offered both in-person and electronic opportunities for consultation; these were voluntary processes in which any citizen could participate. The level of participation in such voluntary opportunities is beyond the control of the Town and does not reflect upon whether the Town carried out its process fairly and reasonably. The Board can find no fault in the Town's thorough process to arrive at the By-law, and accordingly will focus its analysis on the *Carter* criteria, which, the Board notes, were described in the Town's terms of reference to its consultant.

II. Effective Representation: Application of the *Carter* Criteria

[18] The Board is satisfied, based on both Ms. Daniel's and Mr. Mathieson's evidence, that the Town considered all of the criteria set out in *Carter*. At issue in this hearing was the Town's application of four specific criteria to its proposed wards: (1) relative parity of voting power; (2) geography; (3) communities of interest; and (4) anticipated growth.

A. Relative Parity of Voting Power

[19] Table 2, included above, shows the variance from the average level of representation for each proposed ward, both based on the most recent population data (from 2014), and for projections for 2026. The result of the redivided wards is that Wards 1, 2, and 3 are slightly above the average, meaning that there are more

residents per councillor in those wards. However, these wards are within the acceptable variance range of up to 25% described in *Carter*. Wards 4 and 5 are below the average, meaning these wards have fewer residents per councillor, to the tune of 34% below the average in Ward 4 and 22% below the average in Ward 5, which is within the acceptable range. The situation is projected to reverse in 2026, based on significant anticipated growth for Ward 4, where the 2026 projections show Ward 4 being well within the acceptable variance range at 10% above the average, and Ward 5, where minimal growth is expected, would increase its variance to 33% below the average.

[20] Ms. Daniel expressed concern that the ward in which she and her mother reside – Ward 2 – will nearly double in size from its current 3,629 residents to 5,680 residents under the new ward structure. When questioned about this change by Ms. Daniel, Mr. Mathieson explained that while this is indeed a change for Ward 2, this number of residents per councillor has been the condition of Ward 1 since the time of amalgamation. The Board also notes that in terms of variance from the average, Ms. Daniel's ward is currently below average by 22%, and the proposed change to the wards will result in bringing Ward 2 above average by 23% at present and is projected to decrease to 14% by 2026. All of these figures are within the acceptable range for variation from the average.

[21] Mr. Mathieson indicated that, in order to keep each ward within the 25% variance range, it would be necessary to have about 4,500 residents in each ward. He explained that there are many challenges to achieving this number, including the geography of the municipality, communities of interest, and growth projections. In Mr. Mathieson's opinion, the proposed option achieves effective representation when considering all of these factors; it is a solution that he believes Ward 4 will grow into, achieving a variance closer to the average, while Ward 5, currently in the acceptable range for variation, may need to be reviewed if the 2026 projections hold true. Accordingly, the Board turns now

to consider geography, communities of interest and growth projections to determine whether the variances for Wards 4 and Ward 5 are acceptable.

B. Geography

[22] As described earlier, the Town's 'llama' shape consists of a large, wide, southern area, and a much narrower northern area. Due to the linear nature of the more populated areas of the municipality, Mr. Mathieson explained that, from a physical standpoint, there are limited options to move the ward boundaries. While the northern portion of the Town has frontage along Lake St. Clair, County Road 22 was the only geographic boundary that emerged as a significant boundary during the consultation process. This boundary is proposed as the dividing line between Wards 3 and 4. Mr. Mathieson noted that during consultations, the problem of geography was also discussed in the context of the workload of a councillor representing the southern portion of the Town in the proposed Ward 5, as it can be a 30- to 45-minute drive from this area to the municipal building in the northern portion of the Town. This difficulty of rural representation was discussed in Court's reasoning in *Carter*, and is examined below in the Board's discussion of communities of interest.

[23] In Ms. Daniel's opinion, the proposed ward boundaries do not take into account the unique geographical features of the wards, specifically Ward 2, where she believes there are issues relating to ditches, culverts, parks, and mature trees and leaf clearing that other areas of the Town may not experience to the same extent. While the Board appreciates these concerns, it does not see the proposed wards as presenting an obstacle for residents to have these types of issues addressed. The proposed Ward 2 is within an appropriate range of variance from the average level of representation. Presumably, if a resident experiences a problem regarding a ditch, culvert, or trees, they may contact their ward councillor to have the problem addressed. The Board is unsure, based on Ms. Daniel's evidence, as to how the proposed ward boundaries would impact this process.

[24] Ms. Daniel also questioned the relevance of County Road 22 as a geographical boundary. While she agreed that it serves as a good divider, she noted that most residents have vehicles and are capable of crossing the boundary at any time. The Board agrees that the boundary is not a barrier, but rather, when considering geographical features in the context of ward boundaries, as Mr. Mathieson explained, there is a qualitative evaluation of how people live in their respective communities. Due to the existence of this major transportation artery that divides the Town, the Board agrees with Mr. Mathieson that this is perceived as a geographic boundary in the Town, and is therefore a boundary that makes logical sense in the delineation of wards.

C. Community History and Communities of Interest

[25] Mr. Mathieson acknowledged that while community history is of importance in this amalgamated municipality, it was not a key factor that emerged in the ward boundary review. The concept of communities of interest however, was a key concern as it was in *Carter*, when considering the interests of rural areas versus urban areas. Mr. Mathieson explained that rural representation was critical in the formulation of the ward boundaries and led to the proposed Ward 5. He also noted that the proposed Ward 5 contains the Hamlet of Oldcastle, which has a significant industrial area. While the proposed option results in a slightly underpopulated Ward 5, it is his opinion that it is important to effectively represent the unique interests of both rural and industrial populations, and that, as mentioned above, it is important to consider the workload of this ward councillor, who will be expected to travel long distances between Ward 5 and the municipal building.

[26] Ms. Daniel questioned whether the proposed ward boundaries take into account the unique history and interest of her ward, Ward 2, which consists of the former Village of St. Clair Beach. In her opinion, if a councillor were to be elected to represent Ward 2 and that person resided west of Manning Road, that is, outside the former Village of St. Clair Beach, that person could potentially dilute the representation of those in the

former Village of St. Clair Beach. While the Board understands that residents may still view their communities in pre-amalgamation terms, it does not see this as a proper consideration in analyzing whether effective representation is achieved. The northern part of the Town, in the proposed Wards 1 and 2 are both located along the waterfront and are, as Mr. Hillman explained, quite similar in that they contain a similar era of low-density residential areas. The Board was presented with no evidence to indicate that the interests between residents east or west of Manning Road are materially different, whether due to history or geography.

[27] Ms. Daniel's proposed redivision of the wards further illustrates the difficulty of dividing similar areas or communities. Ms. Daniel's proposal attempts to rebalance the population among Wards 1, 2, and 3, which involves redrawing the boundary in Ward 1 along St. Thomas Crescent. While this may improve the numbers slightly, it would mean that residents on the north side of St. Thomas Crescent would be in a separate ward from their neighbours across the street. The Board cannot reconcile this proposal with the *Carter* criteria; as Mr. Mathieson pointed out, surely the residents on this street share similar interests. For example, if there were a watermain break or fallen tree on the street, residents on both sides of the street would likely be impacted.

[28] While the Board appreciates Ms. Daniel's attention to detail in her attempt to rebalance the ward numbers, the Board must apply the *Carter* criteria in reviewing the Town's By-law. With respect to communities of interest, the Board agrees with Mr. Mathieson that the current and projected variance in Ward 5 is acceptable given the largely rural and partially industrial nature of this particular area of the Town. The difficulties of representing a rural area were essential to the Court's reasoning in *Carter* in finding that "the goal of effective representation may justify somewhat lower voter populations in rural areas" (para. 78). In this case, Ward 5 has a lower voter population, though it is currently within the acceptable variance range at 22% below the average. This variance is projected to increase to 33% below average by 2026, and may, as Mr. Mathieson indicated, need to be revisited by the Town at that time. The Board now

turns accordingly to the anticipated growth in the Town with respect to the variances in Wards 4 and 5.

D. Anticipated Growth

[29] Mr. Hillman explained in detail the areas where the Town expects to see growth within a 10-year horizon. His analysis was based on growth allocations in the County of Essex Official Plan, and he also examined specific areas of the Town with respect to servicing constraints and likely development. He predicts that the Town will see the majority of growth in the proposed Ward 4, which contains the Tecumseh Hamlet area. This area consists of the Manning Road Secondary Plan Area, where 700 units and 2000 residents are anticipated, and the Banwell Corridor area, where 1000 units and 3500 residents are anticipated. He indicated that discussions have been underway for some time with landowners concerning servicing of these areas. When questioned by Ms. Daniel as to the earliest timeframe for development of these areas, if servicing issues were resolved, Mr. Hillman indicated that the Manning Road area could fully develop within 5-10 years.

[30] Mr. Hillman also described that, while the proposed Ward 5 is a large area compared to the other proposed wards, it is one likely to experience very little growth due to the need to bring sanitary sewers down to much of the area.

[31] The Board appreciates Ms. Daniel's concern that if Ward 4 does not develop as anticipated within the 10-year time frame, the ward will be over-represented with a variance of 34% below the average. If, on the other hand, the projections are realized, this area will in fact be above average by 10%, well within the acceptable range. The amount of potential growth described by Mr. Hillman in Ward 4 – adding potentially 5,500 residents to a Town with a population of 23,000 – is significant. The Board found Mr. Hillman's evidence regarding the growth of the Town to be thorough, well-researched, and carefully analyzed. As such, the Board finds that it was reasonable for

the Town to rely on these projections to redivide the wards as proposed in the By-law, in order to best fit the Town as it currently exists and as it is anticipated to exist in the next decade. As Mr. Mathieson indicated, it will be necessary for the Town to revisit the By-law in 10 years' time to consider whether it fits the Town at that point in time.

CONCLUSION

[32] Based on the evidence at the hearing, it is clear to the Board that the Town undertook an extensive process to arrive at its By-law to redivide the wards and that this process was transparent, fair and reasonable. Similarly, the Town, through its consultant and based on public consultation and council and staff input, was reasonable in applying the *Carter* criteria to arrive at its proposed redivision of the wards. The Board is satisfied that the variations from the average level of representation in Ward 4, and projected for Ward 5, are necessary and reasonable based on the unique geography, communities of interest, and projected growth of the Town. The Town is in the best position to monitor its growth and the Board trusts that the Town will, if the projections are different or unrealized, review its ward boundaries accordingly. The Board will therefore dismiss the appeal and affirm the By-law.

ORDER

[33] The appeal is dismissed. The Board affirms the Town of Tecumseh's By-law Number 2017-22.

"S. Jacobs"

S. JACOBS
MEMBER

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

Ontario Municipal Board

A constituent tribunal of Environment and Land Tribunals Ontario
Website: www.elto.gov.on.ca Telephone: 416-212-6349 Toll Free: 1-866-448-2248

ONTARIO ENERGY BOARD NOTICE TO CUSTOMERS OF ENBRIDGE GAS DISTRIBUTION INC. AND UNION GAS LIMITED

**Enbridge Gas Distribution Inc. and Union Gas Limited
have applied for approval of a new framework that would set rates for the
delivery of natural gas from January 1, 2019 to December 31, 2028**

Learn more. Have your say.

Enbridge Gas Distribution Inc. and Union Gas Limited have jointly asked the Ontario Energy Board to approve a new framework that, if approved, would be used to set rates for the delivery of natural gas to customers in every year from 2019 to the end of 2028.

The rates that Enbridge Gas Distribution Inc. and Union Gas Limited currently charge customers for the delivery of natural gas are set using two separate five-year frameworks that will expire at the end of 2018. The Ontario Energy Board would normally review the costs of each of the gas utilities to set new rates starting in 2019. However, in a separate application, Enbridge Gas Distribution Inc. and Union Gas Limited have asked the Ontario Energy Board for approval to amalgamate the two utilities to form a single natural gas distribution, transmission and storage company effective January 1, 2019. As part of that application, which the Ontario Energy Board is reviewing in a separate hearing (EB-2017-0306), the utilities have asked to defer the full review of their costs for 10 years.

In the current application, the gas utilities have proposed a rate setting framework that would:

- escalate rates annually based on an index driven by inflation without reductions to account for productivity or for a stretch factor
- allow the continued recovery of certain routine, pass through costs such as gas commodity, upstream transportation and cap and trade costs
- allow the recovery of certain non-routine costs provided they are outside of the applicants' control and exceed a threshold of \$1 million

Enbridge Gas Distribution Inc. and Union Gas Limited have also asked for other approvals related to qualifying for incremental capital, adjustments to currently approved revenues and for the continuation of some, and the discontinuation of other deferral and variance accounts.

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The OEB will hold a public hearing to consider the rate framework application filed by Enbridge Gas and Union Gas. We will question both companies on the case. We will also hear arguments from individuals and from groups that represent the customers of both Enbridge Gas and Union Gas. At the end of this hearing, the OEB will decide whether to approve the application.

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 the application filed by Enbridge Gas and Union Gas 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 **December 16, 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, review the OEB's decision and its reasons on our website.

LEARN MORE

Our file number for this case is **EB-2017-0307**. 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 select the file number **EB-2017-0307** from the list on the OEB website: www.oeb.ca/notice. 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. Enbridge Gas and Union Gas have asked for an oral hearing. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **December 16, 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 hearing will be held under section 36 of the Ontario Energy Board Act, 1998, S.O. 1998.



December 5, 2017

RE: Tax Changes proposed by the Federal Liberal government.

Dear Mayors and members of council,

We are writing to you today because we believe that the concerns of small business must be taken seriously by governments at every level, including the Municipal level. We are also concerned about the tax changes proposed by the federal Liberal government this past summer.

We are extremely concerned about the manner of the announcement, the short consultation period and the possible negative effects on Farmers, and Farm Families in our communities.

We are very aware of the unfairness of the current tax system, and we do encourage a system of tax fairness to address rising inequalities in Canada, however the decision by government to launch a consultation process in the middle of summer limited the capacity of Canadians, especially our local farmers, to fully participate.

Family farms represent a particular kind of small business, and differ from other small businesses. MP Guy Caron, tabled Bill C-274 during the 42nd parliament and the aim of this Bill was to facilitate the transfer of small businesses, or farm and fishing businesses, between family members by modifying the Income Tax Act. Sadly, this initiative was rejected by the Liberals during second reading.

Today's government announcement of a reduced small business tax is good news. However, we remain concerned and uncertain of what is coming next.

We are asking you to write to the Minister of Finance and to continue to pressure the government to honour its campaign promises and focus on real tax fairness.

Sincerely,

Lyle Hall

President, Essex County Federation of Agriculture

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, November 28, 2017 at 5:00 pm in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario.

(PPC 3-1)

ORDER

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

(PPC 3-2)

ROLL CALL

| | | |
|---------------|--|----------------------|
| Present: | Mayor | - Gary McNamara |
| | Deputy Mayor | - Joe Bachetti |
| | Councillor | - Bill Altenhof |
| | Councillor | - Brian Houston |
| | Councillor | - Tania Jobin |
| | Councillor | - Rita Ossington |
| Absent: | Councillor | - Andrew Dowie |
| Also Present: | Chief Administrative Officer | - Tony Haddad |
| | Director Corporate Services & Clerk | - Laura Moy |
| | Director Public Works & Environmental Services | - Dan Piescic |
| | Deputy Clerk & Manager Legislative Services | - Jennifer Alexander |
| | Manager Committee & Community Services | - Christina Hebert |

(PPC 3-3)

DISCLOSURE OF PECUNIARY INTEREST

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

(PPC 3-4)

DELEGATIONS

None.

(PPC 3-5)

COMMUNICATIONS

None.

(PPC 3-6)

REPORTS

Director Corporate Services & Clerk Report No. 39/17 Re: Council Post-Retirement Health & Dental Benefits

Motion: (PPC-16/17) Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti
That Corporate Services & Clerks Report No. 39/17 regarding Council Post-Retirement Health & Dental Benefits, be deferred to the December 12, 2017 Personnel Committee meeting.

Carried

Deputy Clerk & Manager of Legislative Services Report No. 43/17 Re: Issuance of Marriage Licences and Civil Marriage Ceremonies

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

Seconded by Councillor Brian Houston

That the Corporate Services & Clerk Report No. 43/17 regarding the Issuance of Marriage Licences and Civil Marriage Ceremonies be received;

And That the Director Corporate Services & Clerk and designate(s) be authorized by by-law to provide Civil Marriage Ceremonies commencing March 1, 2018;

And Further That Marriage Licence Policy No. 93 and Civil Marriage Ceremonies Policy No. 94 be approved.

As recommended by the Deputy Clerk & Manager of Legislative Services under Report No. 43/17.

Carried

(PPC 3-7)

NEXT MEETING

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

(PPC 3-8)

ADJOURNMENT

Motion: (PPC-18/17) Moved by Councillor Tania Jobin

Seconded by Councillor Bill Altenhof

That there being no further business to discuss, the Tuesday, November 28, 2017 meeting of the Policies and Priorities Committee be adjourned at 5:13 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

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

A meeting of the Tecumseh Accessibility Advisory Committee for the Town of Tecumseh was held on Tuesday, November 21, 2017, at the Tecumseh Municipal Offices, at the hour of 12:00 p.m.

(TAAC 1-1)

ORDER

The Chairperson calls the meeting to order at 12:12 p.m.

(TAAC 1-2)

ROLL CALL

| | | |
|----------|-------------|-----------------|
| Present: | Chairperson | Ron Matysek |
| | Member | Mary Anne Askin |
| | Member | Ron Doherty |
| | Member | Terry England |
| | Member | Linda Stanczak |

| | | |
|---------------|---------------------------------------|-------------------|
| Also Present: | Director Corporate Services & Clerk | Laura Moy |
| | Director Fire Services & Fire Chief | Doug Pitre |
| | Director Planning & Building Services | Brian Hillman |
| | Deputy Fire Chief | Chad Mactier |
| | Manager Roads & Fleet | Kirby McArdle |
| | Manager Planning Services | Chad Jeffery |
| | Administrative Assistant to Director | |
| | Corporate Services & Clerk | Sue White |
| | Clerical | Natalie Myslowski |

| | | |
|---------|------------|--------------|
| Absent: | Member | David Golden |
| | Councillor | Tania Jobin |

(TAAC 1-3)

DISCLOSURE OF PECUNIARY INTEREST

None Reported.

(TAAC 1-4)

DELEGATIONS

None.

(TAAC 1-5)

COMMUNICATIONS

A. TAAC Meeting Minutes November 1, 2016

Motion: (TAAC-01/17) Moved by Terry England
Seconded by Linda Stanczak

THAT the meeting minutes of the November 1, 2016 Tecumseh Accessibility Advisory Committee Meeting (TAAC) be approved.

Carried

- B. Email Accessibility Directorate of Ontario, Website: Enabling Change Program Call for Proposals
- C. Accessibility Directorate of Ontario, Website: On the Path to an Accessible Ontario: Fall 2017 edition
- D. EnAbling Change Program 2018-19, Website: Enabling Change Program Website

(TAAC 1-6)

REPORTS

2017 Essex County Accessibility Workshop

Chairperson, Ron Matysek attended the 2017 Essex County Accessibility Workshop. This year's keynote speaker was Tracy Schmitt – "Unstoppable Tracy", a motivational speaker, humanitarian and 4-way amputee. Members are advised that further information can be found on Tracy's website www.unstoppabletracy.com. Other Workshop presentations were given by Career Compass - Community Living Essex County and the Accessibility Directorate of Ontario.

(TAAC 1-7)

UNFINISHED BUSINESS

None.

(TAAC 1-8)

NEW BUSINESS

Accessibility Plan Planning for 2018-2019 & Multi-Year Accessibility Plan 2018-2022

The Director Corporate Services & Clerk gives a brief overview of the 2018-2019 Accessibility Plan and brings certain updates to the members' attention for review. The Accessibility Plan is updated each year and input is requested from the members. A further explanation is given of the Multi-Year Accessibility Plan.

Administration is developing an internal working group to meet regularly and report back to the committee for consultation on any accessibility issues or feedback on current Town projects, as appropriate.

The Director Corporate Services & Clerk further explains the Accessibility Plan and encourages Members to contact Administration with any comments or suggestions in regards to the Plan. Any input will be taken into consideration and the Accessibility Plan will be reviewed by the committee early next year before it is finalized.

A member proposes that the platform in front of the Town Hall entrance be painted yellow. This would benefit those who are visually impaired and improve the depth perception.

An enquiry is made regarding the replacement of the Lacasse Park equipment and the involvement of the committee. The Director Corporate Services & Clerk recommends that a representative from the Parks & Recreation Department join the next committee meeting to provide an update and obtain feedback from the Members on this project.

The Director Corporate Services & Clerk advises no new qualified applications were received for the Committee. An open application will be available for any interested candidates throughout the year.

(TAAC 1-9)

NEXT MEETING

The next regular meeting of the Tecumseh Accessibility Advisory Committee will be held on Tuesday, February 20, 2018.

(TAAC 1-10)

ADJOURNMENT

Motion: (TAAC-02/17) Moved by Ron Doherty
Seconded by Terry England

THAT there being no further business, the November 21, 2017, meeting of the Tecumseh Accessibility Advisory Committee be adjourned at 1:00pm.

Carried

Ron Matysek Chairperson

Laura Moy, Clerk

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

A meeting of the Town of Tecumseh BIA (TOTBIA) Board of Management meeting held as of Wednesday, *November 8, 2017* at Public Works Bldg., 1186 Lacasse Blvd., Tecumseh, ON, at the hour of 6:00 PM.

(TOTBBM-1-11)
CALL TO ORDER

**DRAFT OF TECUMSEH BIA
BOARD OF MANAGEMENT
MINUTES**

The meeting was called to order at 6:05 p.m. by Candice Dennis, Chair

(TOTBBM –2-11)
ROLL CALL

| | | |
|----------|------------|-------------------|
| Present: | Chair | Candice Dennis |
| | Vice Chair | Tony Nehme |
| | Treasurer | Paul Bistany |
| | Director | Jules Champoux |
| | Director | Maureen Harris |
| | Director | Linda Proctor |
| | Director | Daniel Hofgartner |
| | Councilor | Bill Altenhof |
| | Director | Joseph Fratangeli |
| | Councillor | Brian Houston |

Regrets:

Minute Taker: Coordinator Paula Rorai

(TOTBBM – 3-11)
DISCLOSURE OF PECUNIARY INTEREST - None Stated.

(TOTBBM – 4-11)
DELEGATIONS – Laura Moy, Director Corporate Services & Clerk, Town of Tecumseh

Overview of the Town's online and telephone voting process that was implemented for the 2014 Election. Reviews the pre and post-election preparations, procedures, live data, financial savings and increased voter turn-out this accessible voting tool is to residents.

(TOTBBM – 5-11)
COMMUNICATIONS

5.1 BIA BOARD OF MANAGEMENT MEETING MINUTES:

Motion: (BBM-43/17) Moved by: B. Altenhof
Second by: M. Harris

THAT the minutes of the Town of Tecumseh BIA Board of Management Meeting held on October 11, 2017, be approved as distributed.

**APPROVED.
CARRIED.**

5.2 LETTERS FROM - P. Rorai reports on the following communication:

5.2.1 Reference Letter on the 2017 Corn Festival is considered for the Festival & Event of Ontario 2018 Top 100 Festivals & Events in Ontario was written and signed by the TOTBIA Coordinator on behalf of the Town of Tecumseh BIA.

(TOTBBM – 6-11)
REPORTS

6.1 CHAIR REPORT:

- C. Dennis asks the Board for two dates for the 2018 Tecumseh Night Market; all Directors agree to June 22, 2018 and July 27, 2018. Committee will inquire with property owner Members for approval and confirmation of two separate locations for each market.
- The Coordinator will send a request to the Parks & Rec Manager for a report to Council for Noise and Sign By-law waivers for both Tecumseh Night Market events and for park reserve and waivers for the September 23, 2018 Fall Into Health Day event at

- The Coordinator Contract for 2018-2020 has been signed by all parties and distributed.

Council meeting from Sept/26/2017 and Oct/10/2017:

8th Conc. Rd. Sanitary Sewer Outlet

- Need for a new sanitary sewer to service the Oldcastle Hamlet was established
- Public information centre (PIC) to occur in the future:
 - Allow property owners/businesses to understand capital cost recovery
 - November 1st, 2017, 5:30pm, Ciociaro Club

Town Hall Expansion

- Council received consideration for a \$2.81M Town Hall Expansion for 2018
 - Add approx. 7000 ft2 onto existing 12700 ft2 structure
- Final decision was to reconsider expansion in 2019

Ontario Municipal GHG Challenge Fund Application

- Council approved report associated with:
 - Municipal Greenhouse Gas (GHG) Challenge Fund
 - Town of Tecumseh to be lead applicant (LaSalle, Amherstburg and Leamington to be co-applicants)
 - Essex Power to provide efforts to support application development
 - Town to invest up to \$15k to support application (favoured aspect of application)
 - Positive to the Town:
 - Reduction in energy costs
 - Reduction in GHG, thus benefitting the environment
 - Noted as WIN/WIN/WIN for residents/Town/Essex Energy

Lakeview Montessori School Proposed OP and ZBA

- Public Council Meeting allowed for public input to:
 - Consider official plan amendment and zoning bylaw amendment to allow for construction of gymnasium on the south side of currently existing Lakeview Montessori School
- Council approved the development of draft by-laws to allow for such amendments
 - To be further considered at Oct/24th/2017 RCM

ZBA and Draft Plan of Subdivision, Santarossa Industrial Park

- Council approved scheduling of public meeting:
 - To consider amendment to Sandwich South Zoning By-Law 85-18 to allow rezoning of subject properties to permit the development of lands for industrial subdivision
 - Meeting to occur Tuesday/Nov/14th/2017 at 6pm

Up-coming Events

- CWATS Fall Harvest Bike Ride
 - Saturday, October 14th, 10:30 AM to 12:00 PM
 - Trailhead of the NEW Rotary (1918) Centennial Hub
 - Off Howard Ave. Connector (East), South of Hwy 401 Roundabout

6.5 COMMITTEE REPORTS

- 6.5.1** BIA Christmas Party – L. Proctor reports the party is on Saturday, November 18 at Torino's and total tickets purchased as of today's date are 116.
- 6.5.2** 2018 Proposed Budget – Review and discussion on the new budget format, explanation of accounts and allocation of expenses. Chair and Coordinator will make adjustments to the format and present at the next Board meeting.
- 6.5.3** Fall Into Health Day – L. Proctor reports that the event had over 500 attendees'; could have been more if not for the extremely hot weather. Thank you and feedback letter will be sent to all exhibitors, presenters, and sponsors and the Committee will have a wrap up meeting in October to discuss changes and improvements provided by the surveys and their observations. Primary improvements are to change the layout of the event and need additional volunteers. It was suggested that the expense report for this event requires a change on how it is allocated on the 2018 BIA Budget.
- 6.5.4** Sign Survey – J. Champoux reviewed the first draft of the survey. Directors offered various suggestions and edits on the survey which will be updated and presented to the Board in Survey Monkey.

- 6.5.5** Tecumseh Life Christmas Issue – 35,000 copies will be delivered in the Windsor-Essex, 1,000 will be given to the BIA to distribute to Members. The cost this year is \$4,000 which will help subsidized Members’ advertising costs and for digital ads on the Windsor Star and BIA websites. Windsor Star donated again Spitfire Tickets in their suite as well as Director and Member Dan Hofgartner donated seasonal Spitfire Tickets that will be included in the BIA’s Annual Christmas Shopping \$1,000.00 Tecumseh Dollar Draw. There are a total of 25 individual prizes to win.
- 6.5.6** Communications/Welcome Committee – This new committee will be included on all future Board Meeting Agenda. It was agreed that each Director selects an area within the Tecumseh BIA to visit and obtain property and business owners contact information and forward to the Coordinator to keep the Members’ Directory and database current.

(TOTBBM – 7-11)

UNFINISHED BUSINESS

- 7.1 BIA Parkette Landscaping – Deferred to next meeting
- 7.2 TOTBIA Constitution Draft – Verbiage in three areas were approved by the Board

Motion: (BBM-45/17)

Moved by: J. Fratangeli
Second by: D. Hofgartner

THAT The TOTBIA Coordinator is authorized to make a maximum \$800 single purchase and no more than \$1,000 maximum purchases per month, thereafter follow the Town of Tecumseh Purchase Order policy, THAT the TOTBIA Constituion is presented druing an Annual General Meeting for the first issue and all further changes/amendments, AND THAT the TOTBIA Membership Voting is to continue status quo when voting on nominees submitted for Board Elections every four years.

**APPROVED.
CARRIED.**

(TOTBBM – 8-11)

NEW BUSINESS

- 8.1 Santa Parade - Board agrees to rent a horse and carriage as this year’s BIA entry in the Santa Parade and Directors, Paul Bistany, Tony Nehme, Linda Proctor Jules Champoux, and Coordinator Paula Rorai will distribute candy canes along the parade route.
- 8.2 AGM – It was discussed and agreed that there will be no quorum required at AGM and proxy votes will be allowed.

(TOTBBM – 9-11)

NEXT MEETING

The next regular BIA Board meeting is scheduled on Wednesday, December 13, 2017 at 6:00 PM in the Lacasse Conference Room

(TOTBBM – 10-11)

ADJOURNMENT

Motion: (BBM 42/17)

Moved by: P. Bistany
Second by: B. Altenhof

THAT there being no further business, the October 11, 2017 meeting of the BIA Board of Management be adjourned at 9:15 PM

**CARRIED.
APPROVED.**

DRAFT BIA BOARD MINUTES

Candice Dennis, Chair

Paula Rorai, Coordinator



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 42/17

TO: Mayor and Members of Council

FROM: Laura Moy, Director Staff Services & Clerk

DATE OF REPORT: November 8, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Closed Meeting Investigator Appointment - 2018

RECOMMENDATIONS

It is recommended that:

1. LAS **be re-appointed** as the Closed Meeting Investigator for The Corporation of the Town of Tecumseh (Town) pursuant to Section 239.2 of *The Municipal Act, 2001*, S.O. 2001, c.25 at an annual retainer cost of \$330 and an hourly investigation rate of \$225 for a one year term commencing January 1, 2018; and that
2. By-law No. 2017-79 **be adopted** to authorize the Mayor and Clerk to execute an Agreement between the Town and Local Authority Services (LAS).

BACKGROUND

Section 239.2 of *The Municipal Act 2001*, S.O. 2001, c.25, (Act) as amended, allows a person to request an investigation as to whether the Municipality has complied with the requirements governing closed meetings, effective January 1, 2008.

An investigation into whether a Municipality or Local Board has complied with Section 239 of the Act, authorizing when meetings may be closed to the public, or Section 238(2) requiring a Municipality to pass a Procedural By-law, is to be conducted by:

- a) An investigator appointed by the Municipality; or
- b) The Ombudsman appointed under the Ombudsman Act, if the Municipality has not appointed an investigator.

Council has the discretion to appoint an investigator to deal with any investigation requests. If Council does not make such an appointment, a complaint will be investigated by the Provincial Ombudsman. (Section 239.1 of the Act).

COMMENTS

Three (3) options have been offered, in the past, to meet the Closed Meeting Investigator requirements of the Act:

1. Appoint the Local Authority Services (LAS) as a Closed Meetings Investigator, a solution being offered by the Association of Municipalities of Ontario (AMO); or
2. Appoint a Closed Meeting Investigator under an Independent Contract; or
3. Do not appoint a Closed Meeting Investigator and rely upon the Provincial Ombudsman to investigate any complaints.

From 2008 to 2015, JGM Consulting was appointed, under an Independent Contract, to provide closed meeting investigation services with an annual retainer of \$1,000.

The Town appointed LAS as the Closed Meetings Investigator for meetings conducted in 2016 and 2017, at an annual retainer of \$330.

The current Agreement with LAS expires December 31, 2017.

Council once again has the option to:

1. Renew the Agreement with LAS to provide closed meeting investigation services;
2. Retain the services of an alternate Closed Meeting Investigator; or
3. Make no appointment allowing for the Ombudsman to investigate any closed meeting complaints after December 31, 2017.

Option 1 – Retain LAS Services

The Association of Municipalities of Ontario's (AMO) subsidiary company, LAS, supports municipalities and the broader public sector by delivering programs and services that leverage economies-of-scale and co-operative procurement efforts.

The LAS program is designed to offer an Investigator service that ensures:

- Municipal expertise
- Consistent quality
- Impartial, credible, confidential, and independent investigation processes
- Continuing education.

LAS offers this service because it is complementary to its existing program of providing services where value can be enhanced through group procurement, and because it helps municipal members demonstrate that they are mature, accountable orders of government, capable of managing their own affairs.

To deliver this program, LAS has contracted a third party, Amberley Gavel Ltd., to provide all investigation services. Amberley Gavel maintains a roster of experienced and trained individuals located across Ontario to provide required investigative services at the most reasonable cost.

Participating municipalities are required to pay a retainer fee of \$330, for a committed one year agreement, as well as an hourly investigation rate of \$250. Daily fees and reasonable out-of-pocket expenses related to any investigation are payable in addition to the hourly rate.

Option 2 – Retain Alternate Services

Previous to appointing LAS, the Town retained the services of JGM consulting from 2008 to 2015. The proprietor of JGM Consulting (JGM) is John Maddox. Mr. Maddox retired from the Ministry of Municipal Affairs and Housing in January 2007, after approximately 22 years of service.

The Town could seek to retain closed meeting investigation services through JGM once again, or issue a Request for Proposal, pursuant to Section 3.6 of the Purchasing Policy No. 17.

Option 3 – Make No Appointment

In the event Council does not appoint a Closed Meeting Investigator, the Provincial Ombudsman will investigate requests regarding the conduct of meetings held after January 1, 2018.

The Ombudsman services are currently “free of charge”.

Summary

The provisions of the Act in respect of an investigation into whether a Municipality or Local Board has complied with Section 239 of the Act, authorizing when meetings may be closed to the public, or Section 238(2) requiring a Municipality to pass a Procedural By-law, have resulted in a number of reviews being undertaken throughout the Province.

Options 1 and 2 have a greater financial implication than Option 3, however the benefit of having investigations conducted by an investigator with demonstrated knowledge and proven experience with municipalities and governing legislation is of larger benefit.

The annual retainer fee of LAS is less than the annual retainer fee previously paid to JGM.

Renewal of the Agreement with LAS for meeting investigation services only commits the Town to a further one year term.

The Town has not received a meeting investigation request. The only cost incurred to date in relation to meeting investigation services is the annual retainer fee. Retaining LAS services would commit the Town to a one year service Agreement.

It is recommended that Council authorize entering into a further one year Agreement with LAS for meeting investigation services at a retainer cost of \$330 and an hourly rate of \$225 for any investigations conducted.

CONSULTATIONS

LAS

Director Financial Services & Treasurer
Ministry of Municipal Affairs

FINANCIAL IMPLICATIONS

LAS indicates the average meeting investigation takes 17 hours to complete at a cost of \$3,825 (17 x \$225). An allocation of \$2,500 has been approved in the 2018 Budget for potential closed meeting investigation costs and the annual retainer.

Any daily out-of-pocket expenses or other daily costs (i.e: travel, mileage) are not included in the above estimated costs.

An allocation of \$4,000 was allocated in previous budgets for potential closed meeting investigation costs and the annual retainer. However, as the Town has not incurred costs for meeting investigation purposes the budget was reduced by \$1,500 in 2018. Unspent funds in any particular year are set aside in a reserve to offset those years where investigation costs exceed the annual budget allocation.

An application fee of \$75 to cause the investigation of a closed meeting has previously been approved by Council.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): None

LM



THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk
Report No. 49/17

TO: Mayor and Members of Council

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

DATE OF REPORT: December 1, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: 2018 Municipal and School Board Elections, Nominations and
Third Party Advertisers

RECOMMENDATIONS

It is recommended that:

1. Corporate Services & Clerk Report No. 49/17 respecting the 2018 Municipal and School Board Elections **be received**.

BACKGROUND

The year 2018 is a Municipal and School Board Elections (Elections) year.

The Elections will be conducted using the alternate voting methods of Internet and Telephone Voting, in accordance with By-law No. 2017-27 on April 25, 2017, by Council. Procedures for these voting methods can be found on the Municipal Election webpage of the Town's website.

Voting will commence on Friday, October 12, 2018 and the Elections will close on Monday, October 22, 2018 (Election Day).

In accordance with the *Municipal Elections Act* (MEA), the Town Clerk, as the Returning Officer, will conduct elections for the offices of:

- Mayor
- Deputy Mayor
- Councillors
- Greater Essex County District School Board
- Conseil scolaire Viamonde
- Windsor-Essex Catholic District School Board
- Conseil scolaire catholique Providence

The Mayor and the Deputy Mayor are elected at large.

In 2017, the previous four Wards in the Town were changed to five Wards by By-law No. 2017-22. Each Ward is represented by one elected Councillor as approved by By-law No. 2017-23.

Corporate Services & Clerks Report No. 03/17 previously reported on changes made to the MEA when Bill 181, *The Municipal Elections Modernization Act, 2016* was approved by the Ontario Government in June 2016, and the corresponding Ontario Regulation 310/16, *Municipal Elections Act* came into effect on September 16, 2016. These changes affected, among other matters, the nomination period, and added provisions for registrations and regulations for Third Party Advertisers.

Corporate Services & Clerk Report No. 49/17 will be the first report in a series of reports on the Elections. This report will provide information on the nomination period for candidates for both municipal and school board offices, in addition to registration of third party advertisers.

COMMENTS

Nomination Period

The Nomination Period for the 2018 Elections will begin on Tuesday, May 1, 2018. The deadline for filing a nomination is 2:00 p.m. on Friday, July 27, 2018 (Nomination Day). This is also the deadline for withdrawing a nomination. The Clerk's Department will be open between 9:00 a.m. and 2:00 p.m. on Nomination Day. The Clerk must certify or reject each nomination by 4:00 p.m. on Monday, July 30, 2018.

This is a significant change to the previous nomination period which commenced on January 1 and closed the second Friday in September, in an election year. The nomination period is now 13 weeks instead of 37 weeks.

Candidates will be required to obtain 25 endorsement signatures from eligible electors. The 25 endorsement signatures are required to be provided at the time a candidate files his/her nomination paper. A person providing an endorsement must be eligible to vote for the office on the day that the person endorses the nomination. Individuals will be permitted to endorse more than one nomination.

If there is only one certified candidate running for an office at 4 p.m. on Monday, July 30, that candidate will be declared elected by acclamation. Candidates elected by acclamation must still file a campaign financial statement.

If there are positions that no candidates have run for, or positions that are still vacant after the candidates who did run have been acclaimed, the Clerk will call for additional nominations. Additional nominations for the remaining vacant seats must be filed between 9:00 a.m. and 2:00 p.m. on Wednesday, August 1, 2018. The Clerk must either certify or reject each nomination by 4:00 p.m. on Thursday, August 2, 2018.

Nomination packages will be available at Town Hall during the Nomination Period.

The opening of the Nomination Period will be advertised in the local newspaper and on the Town's website and Facebook Page.

An information night for persons interested in being a candidate is planned to be held by the Ministry Municipal Affairs on Thursday, April 26, 2018 at 7:00 pm at the Essex County Civic Centre.

Eligibility to Run for Office in the Municipal Election

Individuals must be eligible to vote in a municipality in order to run for a position on Council. In order to be eligible to vote in a municipality, you must be aged eighteen (18) years or older, be a Canadian citizen, and must either reside in the municipality or own or rent property in the municipality (or be the spouse of an owner or renter of property in the municipality). An individual who is 17 years old, but will turn 18 before Voting Day must wait until he/she is 18 to file his/her nomination.

Individuals do not have to live in a particular ward to run for Councillor of that particular ward. Employees of The Corporation of the Town of Tecumseh (Town) must take an unpaid leave of absence before filing a nomination form. If an employee of the Town is elected, he/she must resign from the Town before taking office.

The following people are disqualified from being elected to municipal office:

- any person who is not eligible to vote in the municipality;
- an employee of a municipality who has not taken an unpaid leave of absence and resigned;
- a judge of any court;
- an MP, an MPP or a Senator; and/or
- An inmate serving a sentence in a penal or correctional institution.

Eligibility to Run for Office in the School Board Election

In order to run for a trustee position on a school board, an individual must be a resident within the jurisdiction of the board, and must be eligible to vote in a school board election. On the day an individual files his/her nomination, he/she must be a Canadian citizen aged 18 or older, and must meet any other qualifications to vote for the school board (for example, being a Roman Catholic, or holding French language rights).

Employees of any Ontario school board must take an unpaid leave of absence before they file a nomination form. If an employee is elected, he/she must resign from the school board, as an individual cannot work for a school board and be a trustee in Ontario at the same time.

Clerks, deputy clerks, treasurers, and deputy treasurers of a municipality within the jurisdiction of a school board are not permitted to run for office as a trustee of that board.

The following people are disqualified from being elected as a school board trustee:

- any person who is not eligible to vote in the municipality;
- an employee of a school board who has not taken an unpaid leave of absence and resigned;
- a clerk, deputy clerk, treasurer and deputy treasurer of a municipality within the jurisdiction of the school board;
- a judge of any court;
- an MP, an MPP or a Senator; and/or
- An inmate serving a sentence in a penal or correctional institution.

MPs, MPPs, and Senators may file a nomination for municipal or school board office without resigning their seat in Parliament, the Legislature or the Senate; however, they must resign their seat by the close of nominations. Federal or Provincial Cabinet Ministers must step down from the cabinet prior to filing a nomination and must also resign their seat by the close of nominations. If an MP, MPP or Senator has not resigned his/her seat by nomination day, his/her nomination will be rejected.

Election Campaign Period

The Election Campaign period begins on the day a nomination for office is filed and ends Monday, December 31, 2018. A contribution shall not be made or accepted by or on behalf of a person unless he/she has filed a nomination and is a candidate.

Fees

The fee to file a nomination is \$200 to run for head of council and \$100 for all other positions. This fee must be paid to the Clerk at the time the nomination is filed.

The Minister of Municipal Affairs and Housing filed Ontario Regulation 303/13 which amended the *Municipal Elections Act* to allow the nomination fee to be paid by cheque, money order, or by an electronic method of payment that the Clerk specifies.

Third Party Advertisers

A Third Party Advertiser (TPA) is a message in any medium [i.e.: billboard, newspaper, radio, etc...] that supports or opposes a candidate or supports a yes or no vote on a question on the ballot.

Third party advertising does not include issues-based advertising. Therefore, groups that do public outreach can continue their issues based advocacy work throughout the municipal election period.

The Ministry of Municipal Affairs is currently proposing amendments to Ontario Regulation 101/97 under the MEA to:

- provide for the spending limit for TPAs and to set the limit that TPAs can spend on parties and gifts of appreciation; and
- make changes to the forms to reflect provisions of the MEA that come into force on April 1, 2018.

Individuals, corporations and unions can register as TPAs and can also make contributions to TPAs.

Third party advertising must be done independently of candidates, who are not able to direct a TPA. Candidates are not able to register as a TPA. The 2018 Elections will be the first in which third party advertising is regulated. There were previously no rules regulating TPA in municipal elections.

TPA's will be subject to two spending limits:

1. a general spending limit; and
2. a separate limit for expenses related to parties and expressions of appreciation after the close of voting.

Under the MEA, TPAs will be subject to a spending limit that varies by the number of electors in the municipality in which the TPA is registered. Changes proposed to O. Reg. 101/97 include the following formula for calculating third party spending limits:

\$5,000 plus \$0.05 per elector, to a maximum of \$25,000.

The proposed formula consists of a base amount, plus a per elector amount to a predetermined maximum.

The MEA also provides that the spending limit for parties and other expressions of appreciation after Election Day be set at 10% of the general spending limit. This would be consistent with the spending limit already in place for candidates.

Additional changes to forms and a guide for TPA's are expected in April 2018.

In accordance with section 88.4 of the MEA, TPA's are required to register with the Clerk of the municipality prior to incurring any expenses for advertisement [opposing or supporting a candidate]. If they want to advertise in more than one municipality, they have to register in each municipality they plan to advertise.

The changes for TPAs do not include a requirement for them to pay a registration fee. However, they will be subject to any fees set out in the Sign By-law and compliance with the by-law provisions.

TPAs and candidates are required to identify themselves on signs and advertisements.

The "restricted period for TPAs" begins on the earliest day that an individual, corporation or trade union is permitted to file a notice of registration as a registered TPA in relation to the Election (May 1, 2018) and ends at the close of voting on Election Day.

Third party advertisement" means an advertisement in any broadcast, print, electronic or other medium that has the purpose of promoting, supporting or opposing,

- a. a candidate, or
- b. a "yes" or "no" answer to a question referred to in subsection 8(1), (2) or (3) of the MEA.

A third party advertisement does not include an advertisement by or under the direction of a candidate or an advertisement described in subsection (2) or (2.1) [submission of question by a local board].

CONSULTATIONS

Ministry of Municipal Affairs
Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO)

FINANCIAL IMPLICATIONS

The 2018 Budget includes Municipal Election expenses.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. None

LM



THE CORPORATION OF THE TOWN OF TECUMSEH

Financial Services
Report No. 18/17

TO: Mayor and Members of Council

FROM: Luc Gagnon, Director Financial Services & Treasurer

DATE OF REPORT: December 4, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Administrative Fees & Charges 2018

RECOMMENDATIONS

It is recommended that:

1. By-law 2017-86, being a by-law prescribing a tariff of administrative fees and charges for 2018, **be approved.**

BACKGROUND

Council has annually approved an Administrative Fees and Charges by-law to be charged by departments for various municipal goods, programs and services.

As part of the 2006 budget process Council approved annually increasing fees and charges reflective of the previous year's Consumer Price Index (CPI) increase.

COMMENTS

As per Council's direction, fees and charges are raised annually to reflect the increase in CPI over the course of the year. The CPI increase for September 2017 over September 2016 is 1.7% (2016 over 2015 was 1.8%) based on the Ontario All Items Index.

Administration did review circumstances where an increase or other adjustment not equal to CPI might be considered including where:

- Fees have not changed for a number of years
- The current fee does not cover all municipal costs
- A new fee for service would be appropriate, and
- Fees are not competitive with other service providers

Fees covered by specific legislation, i.e. water, wastewater and building permit fees, are dealt with separately.

A complete list of rates comparing 2018 proposed and 2017 actual rates are attached as schedules "A" to "H".

Specific changes to the Fees and Charges Schedules are highlighted below, including:

- A. Rate changes not equal to the general CPI rate increase, as a result of one of the following:
 - Pricing methodology, i.e. round-dollar increments either before or after applicable taxes to facilitate marketing or cash handling respectively
 - Actual service/product costs
 - Matching competitor rates
 - Rates had not changed for several years
- B. New Fees and Charges

Schedule A: Administrative Fees and Charges

- A. Rate changes not equal to the general CPI rate increase
Municipal Paraphernalia – No changes were made to reflect no increases in Town's input costs.
- B. New Fees and Charges
New fees added for Marriage License, Marriage Solemnization – Weekends & holidays, and weekdays. This is a new service being added for 2018.

Schedule B: Fire Department

Fees increased by inflation.

Schedule C: Police Services

- A. Rate changes not equal to the general CPI rate increase
As per CAO Report No. 02/16 "Police Services – Schedule of Fees" Council approved "The OPP Schedule of Fees form the basis for the Town's Police Services fees in future years."
There are no proposed adjustments to these fees for 2018.

Schedule D: Planning Department

- B. Rate changes not equal to the general CPI rate increase
Two years' worth of CIP increases were added as no increases were applied last year.

Schedule F: Parks and Recreation

- A. Rate changes not equal to the general CPI increase
Room Rentals Arena – Majority of fees are recommended to increase by CPI, however - and reflective of area competitors - some fees have remained the same and some have gone above CPI to remain in line with our competitive market to help promote possible rentals.

Audio Visual Equipment – Fees are recommended to stay the same since the equipment is not used very much and we want to remain competitive to help promote possible rentals.

Parks Commemorative Benches, Court Keys, Special Event Lakewood, Lacasse and McAuliffe Parks, Security Fencing, Sports Fields, Public Skating and Day Camp rates – all are recommended to stay the same for 2018 to remain competitive with rates charged in the area.

Additional Special Event Charges – Some of the fees from the individual special event sections (Lakewood, Lacasse Park/McAuliffe Park) that are common to all special event area have been moved to "The Additional Special Event Charges" area for consistency. These fees have remained the same to remain competitive with rates charged in the area.

Arena Floor (non-ice rentals) and Program Rental Administration fees remain the same to stay competitive with the local market.

Marketing & Advertising - Ice Resurfacers Wrap - This fee was introduced in 2016 but did not result in any sales. It is recommended that the 1 year and 2 year fees be removed and the 3 year fee be lowered from \$5,500 to \$5,000 to allow staff to market this rate on a competitive basis.

Rink Board & Illuminated Sign Advertising – Rates are recommended to remain the same as they are competitive with other local arena advertising rates.

Pool Rental Rates – It is recommended that the majority of the rates stay the same due to the new pools that opened this year in the immediate area (WFCU, Lakeshore, YMCA). Administration will continue to monitor what affect the new pools will have on the operation. Some individual program rates have gone up by CPI.

B. New Fees and Charges

Room Rentals - New fees are being recommended for Room Rentals (Centre Ice Room, Horwood Room, and Optimist Community Centre Rooms), as each of the rooms differ in size and available amenities; the recommended fees reflect these differences. Other new recommended fees associated with Room Rentals include a fee for the rental of the Arena Lobby as various groups request rental space to set up tables to display and/or promote information to facility visitors. Another recommended room rental fee is a security deposit for rentals that include alcohol; this fee will be a refundable fee if no issues/damages have occurred during the event.

Audio Visual Equipment – The Parks and Recreation Department's equipment inventory now includes an outdoor inflatable movie screen system. A fee is being recommended that will allow groups to rent the equipment for a 4-hour period.

Court Keys – In response to requests received from court key users, a new fee for a Tennis/Pickleball Combo key is being recommended.

Pool Rentals – A new fee for rental of the entire pool facility (lap pool, tot pool and slide) at full capacity of the facility (max. 224) is being recommended that reflects the staffing requirements to maintain the required lifeguard to swimmer ratios.

Schedule F: Transit

A. Rate changes not equal to the general CPI increase

The transit fees are generally consistent with what other small municipal transit systems are charging. The nature of the Town's transit service is such that the majority of riders transfer to the Windsor system and have to pay their fee as well. Although the rates have not changed since inception of the transit system, we believe the current fee structure is appropriate and justifiable.

Schedule F: Water Department

A. Rate changes not equal to the general CPI rate increase

All existing fees from 2017 remain the same for 2018 as they are the same amount as, or in some cases a bit higher than, fees in neighbouring water systems.

B. New Fees and Charges

Deposits are being introduced to be collected from contractors and homebuilders whenever a water service is changed/replaced (either larger or smaller) from the existing water service. The existing service is no longer required and must be abandoned at the watermain, but the existing service can't be taken out of service till the new service is installed and operable. Once the new service is in place it can be difficult to have the contractor return to abandon the old existing service.

CONSULTATIONS

All Departments

FINANCIAL IMPLICATIONS

The net revenue impact from the recommended changes in Administrative Fees and Charges has been 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:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): Schedule A General Administration
 Schedule B Fire Department
 Schedule C Police Services
 Schedule D Planning Department
 Schedule E Public Works
 Schedule F Parks and Recreation
 Schedule G Water Department
 Schedule H Tecumseh Transit

LG

SCHEDULE A
By-Law No. 2017-86

General Administration

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|------------------|------------------|-----|
| Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting | \$ 150.12 | \$ 147.61 | Y |
| Photocopies (per page) | | | |
| a) 11inch X 17 inch | \$ 0.63 | \$ 0.62 | Y |
| b) 8-1/2 inch x 11 inch | \$ 0.32 | \$ 0.31 | Y |
| c) 8-1/2 inch x 14 inch | \$ 0.57 | \$ 0.56 | Y |
| d) Bound publications | \$ 5.87 | \$ 5.77 | Y |
| Maps, plans on plotter - per square foot | \$ 3.26 | \$ 3.21 | Y |
| Large Format Scanning - per square foot | \$ 2.29 | \$ 2.25 | Y |
| Geo-referenced data (reference Policy #43) | | | |
| a) Each Segment (layer) | 20% of Cost | 20% of Cost | Y |
| b) Per parcel/entity | \$ 0.20 | \$ 0.20 | Y |
| c) Data production service fee | \$ 52.23 | \$ 51.36 | Y |
| Digital data on CD/DVD | \$ 52.23 | \$ 51.36 | Y |
| Compliance Reports | | | |
| a) Building | \$ 74.00 | \$ 73.00 | N |
| b) Fire | \$ 64.00 | \$ 63.00 | N |
| c) Public Works | \$ 64.00 | \$ 63.00 | N |
| d) Tax Certificates | \$ 64.00 | \$ 63.00 | N |
| Municipal Paraphernalia | | | |
| a) Town pins - each | \$ 0.44 | \$ 0.44 | Y |
| b) Town golf shirts - each | \$ 22.79 | \$ 22.79 | Y |
| c) Fleece Blanket | \$ 18.36 | \$ 18.36 | Y |
| d) Baseball Caps | \$ 9.29 | \$ 9.29 | Y |
| e) Coffee mugs | \$ 4.69 | \$ 4.69 | Y |
| f) Town of Tecumseh flags | \$ 128.32 | \$ 126.77 | Y |
| g) Canadian flags | \$ 47.79 | \$ 47.57 | Y |
| h) Ontario flags | \$ 47.79 | \$ 47.57 | Y |
| Return Cheque | \$ 27.50 | \$ 27.00 | N |
| Burial permit | \$ 15.00 | \$ 15.00 | N |
| Marriage License | \$ 130.00 | \$ - | N |
| Marriage Solemnization - Weekends & Holidays | \$ 350.00 | | Y |
| Marriage Solemnization - Weekdays | \$ 250.00 | | Y |
| Reprint Tax Bills | \$ 10.00 | \$ 10.00 | N |
| Tax Registration administration fee | \$215 plus costs | \$210 plus costs | N |
| | | | |

SCHEDULE B
By-Law No. 2017-86

Fire Department

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Property Inspection by request; Determination of occupancy; New construction (Ontario Building Code); Licensing (Liquor Licensing Board of Ontario); Change in property use | | | |
| a) Sq. Ft from 0 to 2,500 | \$ 67.27 | \$ 66.15 | Y |
| b) Sq. Ft from 2,501 to 5,000 | \$ 98.32 | \$ 96.68 | Y |
| c) Sq. Ft. from 5,001 to 10,000 | \$ 144.94 | \$ 142.52 | Y |
| d) Sq. Ft. from 10,001 to 20,000 | \$ 258.84 | \$ 254.51 | Y |
| e) Sq. Ft. from 20,001 and over | \$ 388.26 | \$ 381.77 | Y |
| Fire assistance for private standby beyond normal fire protection at Commercial or industrial premises: per hour per manned apparatus | \$ 434.84 | \$ 427.57 | Y |
| Risk & Safety Management Plan Review - Level 1 Propane Facility | \$ 222.57 | \$ 218.85 | Y |
| Risk & Safety Management Plan Review - Level 2 Propane Facility ** Note 1 | \$ 1,697.89 | \$ 1,669.51 | |
| Engineering Peer Review of RSMP Submits | at cost | at cost | |
| Daycare Inspection License approval | \$ 67.27 | \$ 66.15 | Y |
| Daycare Inspection License approval follow-up | \$ 25.87 | \$ 25.44 | Y |
| Fire Inspection of apartments, boarding and lodging houses made under retrofit apartments in single family dwelling | | | |
| a) Owner's Request | \$ 258.84 | \$ 254.51 | Y |
| b) From Complaint | \$ 388.26 | \$ 381.77 | Y |
| c) Orders Issued | \$ 388.26 | \$ 381.77 | Y |
| Fire flow testing private hydrants or request for flow test information | \$ 67.27 | \$ 66.15 | Y |
| Fire Scene photographs on disc | \$ 9.32 | \$ 9.16 | Y |
| Room Rental | \$ 139.77 | \$ 137.43 | Y |
| Training Tower Rental | | | Y |
| a) Building rental | \$ 331.29 | \$ 325.75 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| Smoke House Rental | | | |
| a) Building rental | \$ 434.79 | \$ 427.52 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| c) Materials | \$ 108.68 | \$ 106.86 | Y |
| Confined Space Rental | | | |
| a) Building rental | \$ 440.01 | \$ 432.65 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| Fire Vehicle Standby with 4 Firefighters | \$ 457.65 | \$ 450.00 | Y |
| Use of Firehall for Carwash | \$ 25.43 | \$ 25.00 | Y |

**** Note 1** - Legal and/or engineering/consulting fees, if required, will be added to the base fee

SCHEDULE C
By-Law No. 2017-86

Police Services

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Criminal Record, Police Record & Vulnerable Sector Check (Employment) | \$ 25.00 | \$ 25.00 | N |
| Duplicate Copy of Criminal & Police Record Check | \$ 4.43 | \$ 4.43 | Y |
| Criminal Record, Police & Vulnerable Sector Check (Volunteer) | no charge | no charge | n/a |
| Traffic/Motor Vehicle Collision Report | \$ 37.39 | \$ 37.39 | Y |
| Occurrences Confirmation/Incident Reports | \$ 37.39 | \$ 37.39 | Y |
| Technical Traffic Collision Reports | \$ 500.00 | \$ 500.00 | Y |
| Reconstructionist Report | \$ 1,000.00 | \$ 1,000.00 | Y |
| Alarm Registration Fee | \$ 20.00 | \$ 20.00 | N |

* Fee payable to Minister of Finance

SCHEDULE D
By-Law No. 2017-86

Planning Department

| TYPE OF FEE | | 2018 FEES | 2017 FEES | HST |
|--|---------|--------------------|--------------------|-----|
| Application for Consent per severed lot See Note 1 | | \$ 575.00 | \$ 550.00 | N |
| Change a Conditional approval | | \$ 150.00 | \$ 150.00 | N |
| Special Meeting Fee | | \$ 575.00 | \$ 550.00 | N |
| Application Fee Minor Variance | | \$ 575.00 | \$ 550.00 | N |
| Application Fee Official Plan Amendment | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Zoning By-law Amendment Regulation | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Zoning By-law Amendment Minor See Note 2 | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 250.00 | \$ 250.00 | |
| | Total | \$ 1,300.00 | \$ 1,250.00 | |
| Application Fee Holding removal By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Temporary Use By-law | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 250.00 | \$ 250.00 | |
| | Total | \$ 1,300.00 | \$ 1,250.00 | |
| Application Fee Renewal Temporary Use By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Plan of Sub-division/Condominium | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Part Lot Control By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Development Control Agreement New | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 3,500.00 | \$ 3,500.00 | |
| | Total | \$ 5,575.00 | \$ 5,500.00 | |
| Application Fee Development Control Agreement Amendment | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,550.00 | \$ 1,500.00 | |
| Application Fee Site Plan Control Agreement new | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Site Plan Control Agreement Major | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,550.00 | \$ 1,500.00 | |
| Application Fee Site Plan Control Agreement Minor See Note 3 | Fee | \$ 725.00 | \$ 700.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,225.00 | \$ 1,200.00 | |

Note 1: Where multi-lot development is proceeding by consent, one application and \$575 fee will be required per each new, individual lot proposed to be created.

Note 2: A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

Note 3: Upon the depletion of the \$500 deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of \$500. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant

SCHEDULE E
By-Law No. 2017-86

Public Works

| TYPE OF FEE | | 2018 FEES | 2017 FEES | HST |
|---|-----------|--------------------|--------------------|-----|
| Sanitary Sewer Inspections | | | | |
| a) within road and 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,134.24 | \$ 1,132.00 | |
| b) beyond 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 1,000.00 | |
| | Total | \$ 634.24 | \$ 1,132.00 | |
| Storm Sewer Inspections | | | | |
| a) within road and 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,134.24 | \$ 1,132.00 | |
| b) beyond 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 1,000.00 | |
| | Total | \$ 634.24 | \$ 1,132.00 | |
| Curb Cuts | Fee | \$ 67.12 | \$ 66.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 567.12 | \$ 566.00 | |
| Road Crossings | Fee | \$ 264.42 | \$ 260.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,264.42 | \$ 1,260.00 | |
| Culverts | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Weed cutting | | | | |
| a) minimum charge | | \$ 257.30 | \$ 253.00 | Y |
| b) hourly rate | | \$ 298.33 | \$ 293.24 | Y |
| Construct a paved driveway entrance | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Construct an unpaved driveway entrance | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Signs | | | | |
| a) Handicap, Fire Route & No Parking | | \$ 57.00 | \$ 56.00 | N |
| b) Sign Posts | | \$ 57.00 | \$ 56.00 | N |
| General labour charges per hour | | \$ 64.33 | \$ 63.25 | Y |
| Drainage Tiles Inspection | | \$ 62.00 | \$ 61.00 | N |
| Municipal Drain Apportionment Agreement | | \$ 178.00 | \$ 175.00 | N |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Pavilion Rental | | | |
| a) Private Use | \$ 117.00 | \$ 115.00 | Y |
| b) Commercial Corporations | \$ 200.00 | \$ 198.50 | Y |
| c) School Use | \$ 59.00 | \$ 58.00 | Y |
| d) Lacasse Pavillion/Leisure Pool Rental Combo | \$ 59.00 | \$ 58.00 | Y |
| Room Rentals - Arena | | | |
| a) Affiliated Comm. Organizations (Local Non-profit) (Flat) | \$ 40.00 | \$ 40.00 | Y |
| b) Private use - Horwood Room (Flat) | \$ 135.00 | \$ 135.00 | Y |
| c) Private use - Horwood Room (Hourly) | \$ 28.00 | \$ 28.00 | Y |
| d) Private use - Centre Ice Room (Flat) | \$ 155.00 | \$ 155.00 | Y |
| e) Private use - Centre Ice Room (Hourly) | \$ 33.00 | \$ 33.00 | Y |
| f) Private use - Centre Ice Room Seasonal Contract (Hourly) | \$ 30.50 | \$ 30.50 | Y |
| g) Kitchen | \$ 25.00 | \$ - | Y |
| h) Security Deposit for Alcohol Rentals | \$ 100.00 | | |
| i) Lobby | \$ 25.00 | | Y |
| j) Facility Staff Set-Up & Clean-Up | \$ 25.00 | | Y |
| Audio Visual Equipment | | | |
| a) Projector & Screen | \$ 23.00 | \$ 23.00 | Y |
| b) DVD Player | \$ 23.00 | \$ 23.00 | Y |
| c) Podium/Sound System | \$ 23.00 | \$ 23.00 | Y |
| d) Movie Screen System (4-hours) | \$ 250.00 | \$ - | |
| Room Rentals - Optimist Club | | | |
| a) Affiliated Comm. Organizations (Local Non-profit) (Flat) | \$ 40.00 | \$ 38.00 | Y |
| b) Private use (Flat) | \$ 142.50 | \$ 142.50 | Y |
| c) Kitchen | \$ 25.00 | \$ 168.00 | Y |
| d) Hourly Rate | \$ 31.00 | \$ 30.50 | Y |
| e) Entire Building - All Day Use | \$ 260.00 | \$ 259.00 | Y |
| f) Security Deposit for Alcohol Rentals | \$ 100.00 | | |
| Parks Commemorative Program | | | |
| a) Park Bench with concrete pad | \$ 1,600.00 | \$ 1,600.00 | N |
| b) Tree Planting donation | \$ 500.00 | \$ 500.00 | N |
| Court Keys | | | |
| a) Tennis Court | \$ 25.50 | \$ 25.00 | Y |
| b) Tennis Court (1/2 season starting Sept. 1st) | \$ 12.75 | \$ 12.50 | Y |
| c) Pickleball/per person | \$ 25.50 | \$ 25.00 | Y |
| d) Pickleball/per person (1/2 season starting Sept. 1st) | \$ 12.75 | \$ 12.50 | Y |
| e) Tennis/Pickleball Combo Key/per person | \$ 40.00 | | |
| f) Tennis/Pickleball Combo Key/per person (1/2 season) | \$ 20.00 | | |
| Special Event - Lakewood Park | | | |
| Special Event 1 day (Non-Paid Admission Events)* | \$ 500.00 | \$ 500.00 | Y |
| Special Event 1 day | \$ 1,000.00 | \$ 1,000.00 | Y |
| Special Event 2 day | \$ 1,750.00 | \$ 1,750.00 | Y |
| Special Event 3 day | \$ 2,250.00 | \$ 2,250.00 | Y |
| Special Event 4 day | \$ 2,750.00 | \$ 2,750.00 | Y |
| Wedding Ceremonies (Lakewood South) | \$ 250.00 | \$ 250.00 | Y |
| Wedding Receptions (Lakewood South) | \$ 750.00 | \$ 750.00 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|--|-------------|-----------|-----|
| Special Event - Lacasse Park/McAuliffe Park | | | |
| Special Event 1 day (Non-Paid Admission Events)* | \$ 500.00 | \$ 500.00 | Y |
| Special Event 1 day | \$ 750.00 | \$ 750.00 | Y |
| Non-profit Triathlon/Cross country/Walkathon Park | | | |
| Rental (per hour - maximum 5 hours) | \$ 85.00 | \$ 84.00 | Y |
| School (per hour - maximum 5 hours) | \$ 50.00 | \$ 50.00 | Y |
| Additional Special Event Charges | | | |
| Special Event - Hosted in Municipal Parking Lot** | \$ 195.00 | \$ 195.00 | Y |
| Building Key Deposit | \$ 200.00 | \$ 200.00 | Y |
| Security Deposit for Noise Bylaw Exemptions | \$ 500.00 | \$ 500.00 | N |
| Mapping services (IT Department) - 3 hours | \$ 135.00 | \$ 132.00 | Y |
| Food/Beverage Sales | \$ 255.00 | \$ 254.50 | Y |
| Greenspace Parking | \$ 1,000.00 | | Y |
| Greenspace Parking - damage deposit | \$ 500.00 | | N |
| Special Event Hydro (Per day) | \$ 200.00 | | Y |
| Garbage collection Town Staff (per can/per day) | \$ 3.00 | | Y |
| Special Event Set-up & Take down (per day) | \$ 315.00 | | Y |
| Special Event Tent rental (15'x15' - 1 - 3 days) | \$ 225.00 | | Y |
| Security Fencing: | | | |
| 8ft high x 6ft wide Panels | | | |
| 4ft high x 7ft wide Panels | | | |
| a) Per Panel (1 - 5 day event) delivered only | \$ 3.55 | \$ 3.50 | Y |
| b) Per Panel (1 month) delivered only | \$ 6.60 | \$ 6.50 | Y |
| c) Per Panel (1 - 5 day event) installed | \$ 5.60 | \$ 5.50 | Y |
| d) Per Panel (1 month) installed | \$ 8.65 | \$ 8.50 | Y |
| Sports Fields rental (Max 4 hr block) | | | |
| Ball Diamond - Adult | \$ 34.00 | \$ 33.00 | Y |
| Ball Diamond - Youth | \$ 20.00 | \$ 19.00 | Y |
| Ball Diamond with lights - Adult | \$ 54.00 | \$ 53.00 | Y |
| Ball Diamond with lights - Youth | \$ 33.00 | \$ 32.00 | Y |
| Soccer Pitch - Adult | \$ 34.00 | \$ 33.00 | Y |
| Soccer Pitch - Youth | \$ 20.00 | \$ 18.50 | Y |
| User Group: per registrant (Ball/Soccer) | \$ 5.00 | \$ 5.00 | N |
| Ice Rental - hourly | | | |
| Ice Rental - Prime Time (effective April 1) | \$ 170.00 | \$ 167.00 | Y |
| Ice Rental - Non- Prime Time (Starting April 1) | \$ 135.00 | \$ 134.00 | Y |
| 1-8 people: Non-Prime 6am-3pm (Party / small group instruction) | \$ 115.00 | \$ 114.00 | Y |
| Summer Training Ice - June to August/ Saturday & Sunday | | | |
| 1/3 Ice: Ice barriers mandatory (max 5 players excluding coaches) | \$ 61.00 | \$ 60.00 | Y |
| 1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches) | \$ 76.00 | \$ 75.00 | Y |
| Summer Weekend Sat/Sun | \$ 115.00 | \$ 114.00 | Y |
| Tournament/Event booking 35 hrs or more April - Aug | \$ 115.00 | \$ 114.00 | Y |
| Municipal or Municipal partnership program Apr - Aug | \$ 115.00 | \$ 114.00 | Y |
| Lifecycle Hourly Capital Surcharge | \$ 5.00 | \$ 5.00 | Y |
| Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice | \$ 2.50 | \$ 5.00 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|--|-------------|-------------|-----|
| Public Skating (price increase effective September) | | | |
| Open/Parent & Tot/Seniors | \$ 3.54 | \$ 3.54 | Y |
| Open/Parent & Tot/Seniors Skating Card | \$ 35.40 | \$ 35.40 | Y |
| Family rate (up to 5) | \$ 11.06 | \$ 11.06 | Y |
| Family rate weekday program Card | \$ 55.00 | \$ 55.00 | Y |
| Figure Skating Practice (day use if available) | \$ 6.19 | \$ 6.19 | Y |
| Sponsorship (per hour) | \$ 249.00 | \$ 245.00 | Y |
| Weekend Public Skating - Individual | \$ 4.42 | \$ 4.42 | Y |
| Weekend Public Skating - Family (up to 5 people) | \$ 13.27 | \$ 13.27 | Y |
| Shinny Hockey (per person) | \$ 6.19 | \$ 6.19 | Y |
| Shinny Weekday Card | \$ 61.95 | \$ 61.95 | Y |
| Senior Shinney Hockey | \$ 4.42 | \$ 4.42 | Y |
| Arena Floor (Non ice rentals) | | | |
| a) Special Events (Not for Profit per hour) | \$ 95.00 | \$ 95.00 | Y |
| b) Lacross/ball hockey/inline skating etc (per hour) | \$ 66.00 | \$ 66.00 | Y |
| c) Commercial Rental (per day) | \$ 1,500.00 | \$ 1,500.00 | Y |
| d) Multiple Day Rental (to be negotiated) | Negotiated | Negotiated | Y |
| Program/Rental Administration Fees | | | |
| a) Program Transfer/Withdrawal Fee | \$ 10.18 | \$ 10.18 | Y |
| b) Rental Cancellation Fee | \$ 25.50 | \$ 25.50 | Y |
| c) Re-print Receipts | \$ 6.64 | \$ 6.64 | Y |
| Marketing and Advertising | | | |
| a) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation) | \$ 5,000.00 | \$ 5,800.00 | Y |
| b) In-Ice Advertising | \$ 1,000.00 | \$ 1,000.00 | Y |
| c) Rink Boards | \$ 600.00 | \$ 600.00 | Y |
| d) 2nd Rink Board | \$ 500.00 | \$ 500.00 | Y |
| e) Illuminated Wall Panel 3' X 15' | \$ 1,600.00 | \$ 1,600.00 | Y |
| f) Illuminated Wall Panel 5' x 9' | \$ 1,200.00 | \$ 1,200.00 | Y |
| g) Illuminated Wall Panel 5' x 5' (A-Side) / '4x8' (B-Side) | \$ 1,000.00 | \$ 1,000.00 | Y |
| h) Activity Guide Ad - Full Page Cover | \$ 500.00 | \$ 500.00 | Y |
| i) Activity Guide Ad - Full Page Inside | \$ 300.00 | \$ 300.00 | Y |
| j) Activity Guide Ad - 1/2 page | \$ 200.00 | \$ 200.00 | Y |
| k) Activity Guide Ad - 1/4 page | \$ 100.00 | \$ 100.00 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-----------|-----------|-----|
| Pool Rentals | | | |
| a) Pool with max 25 persons | \$ 66.00 | \$ 65.00 | Y |
| b) Pool with max 50 persons | \$ 125.00 | \$ 125.00 | Y |
| c) Pool with max 75 persons | \$ 175.00 | \$ 175.00 | Y |
| d) Pool with max 100 persons | \$ 205.00 | \$ 205.00 | Y |
| e) Pool & Slide with max 25 persons | \$ 117.00 | \$ 117.00 | Y |
| f) Pool & Slide with max 50 persons | \$ 171.00 | \$ 171.00 | Y |
| g) Pool & Slide with max 75 persons | \$ 230.00 | \$ 230.00 | Y |
| h) Pool & Slide with max 100 persons | \$ 270.00 | \$ 270.00 | Y |
| i) Pool & Tot Pool with max 25 persons | \$ 92.00 | \$ 92.00 | Y |
| j) Pool & Tot Pool with max 50 persons | \$ 150.00 | \$ 150.00 | Y |
| k) Pool & Tot Pool with max 75 persons | \$ 211.00 | \$ 211.00 | Y |
| l) Pool & Tot Pool with max 100 persons | \$ 238.00 | \$ 238.00 | Y |
| m) Pool, Tot Pool and Slide with max 25 persons | \$ 150.00 | \$ 150.00 | Y |
| n) Pool, Tot Pool & Slide with max 50 persons | \$ 206.00 | \$ 206.00 | Y |
| o) Pool, Tot Pool & Slide with max 75 persons | \$ 261.00 | \$ 261.00 | Y |
| p) Pool, Tot Pool & Slide with max 100 persons | \$ 293.00 | \$ 293.00 | Y |
| q) Pool, Tot Pool & Slide full capacity | \$ 300.00 | | Y |
| Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages) | | | |
| a) One Pool with Party Room & Staff | \$ 115.00 | \$ 114.00 | Y |
| b) One Pool & Slide with party Room & Staff | \$ 168.00 | \$ 166.00 | Y |
| c) Two Pools with Party Room & Staff | \$ 143.00 | \$ 142.00 | Y |
| d) Two Pools & Slide with Party Room & Staff | \$ 200.00 | \$ 199.00 | Y |
| e) Recreation Swim with Party Room & Staff | \$ 100.00 | \$ 99.00 | Y |
| f) Recreation Swim & Slide with Party Room & Staff | \$ 127.00 | \$ 126.00 | Y |
| Public Swim | | | |
| a) Tot Time - Adult and 1 child | \$ 3.98 | \$ 3.98 | Y |
| b) Tot Time - each additional child | \$ 1.77 | \$ 1.77 | Y |
| c) Open Rec Swim - Individual | \$ 3.10 | \$ 3.10 | Y |
| d) Open Rec Swim - Family (max 5) | \$ 9.74 | \$ 9.74 | Y |
| e) Adult Length | \$ 3.98 | \$ 3.98 | Y |
| f) Aquafit | \$ 3.98 | \$ 3.98 | Y |
| g) Waterslide | \$ 1.77 | \$ 1.77 | Y |
| h) Sponsorship (per hour) | \$ 250.00 | \$ 225.00 | Y |
| Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card) | | | |
| Tot Time - Adult and 1 Child | \$ 39.82 | \$ 39.82 | Y |
| Open Rec Swim (Individual) | \$ 30.97 | \$ 30.97 | Y |
| Open Rec Swim (Family) (max 5) | \$ 97.35 | \$ 97.35 | Y |
| Adult Lengths | \$ 39.82 | \$ 39.82 | Y |
| Aquafit | \$ 39.82 | \$ 39.82 | Y |
| Waterslide | \$ 17.70 | \$ 17.70 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|------------|------------|-----|
| Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, Aquafit, Open) | | | |
| a) Individual Pass | \$ 60.00 | \$ 58.00 | Y |
| b) Individual Pass (1/2 season starting August 1st) | \$ 30.00 | \$ 29.00 | Y |
| c) Family Pass (max 5) | \$ 135.00 | \$ 133.00 | Y |
| d) Family Pass (max 5) (1/2 season starting August 1st) | \$ 67.50 | \$ 67.00 | Y |
| Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes) | | | |
| a) Parent & Tot | \$ 70.00 | \$ 66.00 | N |
| b) Preschool | \$ 72.00 | \$ 66.00 | N |
| c) Rookie/Ranger/Star | \$ 70.00 | \$ 70.00 | N |
| d) Swimmer (Swimmer 1-2: 30 min. class) | \$ 70.00 | \$ 66.50 | N |
| e) Swimmer (Swimmer 3-6: 45 min. class) | \$ 72.00 | \$ 68.50 | N |
| f) Swimmer H40 ratio 1:4 | \$ 92.00 | \$ 89.00 | N |
| g) Bronze Star | \$ 84.07 | \$ 81.86 | Y |
| h) Bronze Medallion | \$ 181.42 | \$ 176.99 | Y |
| i) Bronze Cross | \$ 110.62 | \$ 107.96 | Y |
| j) Swim Teams | \$ 200.00 | \$ 200.00 | N |
| k) NLS Lifeguard | \$ 265.49 | \$ 265.49 | Y |
| l) Semi-Private Swim Lessons (3 persons, each pay) | \$ 8.85 | \$ 8.85 | Y |
| m) Semi-Private Swim Lessons (2 persons, each pay) | \$ 12.39 | \$ 12.39 | Y |
| n) Private Swim Lessons | \$ 23.89 | \$ 23.89 | Y |
| o) Adult Swim Lessons | \$ 61.95 | \$ 61.06 | Y |
| Day Camp | | | |
| a) Weekly Rate (5 days) | \$ 138.00 | \$ 130.00 | N |
| b) Holiday Week Rate (4 days) | \$ 118.00 | \$ 115.00 | N |
| c) Daily Rate | \$ 35.00 | \$ 35.00 | N |
| d) 1/2 Day Rate | \$ 20.00 | \$ 20.00 | N |
| e) Field Trip | \$ 15.00 | \$ 13.00 | N |
| f) Specialty Camps (negotiated) | Negotiated | Negotiated | N |

SCHEDULE G
By-Law No. 2017-86

Water Department

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|------------------|------------------|-----|
| Unauthorized Hydrant Use | \$100 + cost | \$100 + cost | Y |
| Private Hydrant Maintenance | At cost or \$300 | at cost or \$300 | Y |
| Flow Testing Public Hydrants per call - Regular Hours | \$ 65.00 | \$ 65.00 | Y |
| Flow Testing Public Hydrants per call - After Hours | \$ 80.00 | \$ 80.00 | Y |
| Water meter frozen | At cost | At cost | N |
| Turn Water On/Off | At cost | At cost | N |
| After hours callout | At cost | At cost | N |
| Alterations/Repairs of Distribution System for All Customers (examples include watermain lowering/cut in tee/valave/hydrant relocation) | Cost plus burden | Cost plus burden | N |
| Watermain Tap - 25 mm to 50 mm diameter watermain | Cost plus burden | Cost plus burden | N |
| Boil Water Advisory per event | \$ 750.00 | \$ 750.00 | N |
| Subdivision Development Fees | | | |
| a) Subdivision Development | \$ 1,200.00 | \$ 1,200.00 | N |
| b) Service Inspection Fee per water service connection | \$ 50.00 | \$ 50.00 | N |
| Inspection of Private Development - watermain equal to or greater than 100 mm (4") | | | |
| a) Minimum charge | \$ 250.00 | \$ 250.00 | N |
| b) per metre of service pipe installed | \$ 10.00 | \$ 10.00 | N |
| Water Service Charge | At cost | At cost | N |
| Abandonment Deposit in concrete | \$ 5,000.00 | | N |
| Abandonment Deposit in asphalt | \$ 3,000.00 | | N |
| Abandonment Deposit in the boulevard | \$ 1,500.00 | | N |
| Service Call regular hours | \$ 65.00 | | N |
| Service Call after hours | \$ 80.00 | | N |

SCHEDULE H
By-Law No. 2017-86

Tecumseh Transit

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-----------|-----------|-----|
| Adult Transit Fare | \$ 2.00 | \$ 2.00 | N |
| Senior Transit Fare | \$ 1.50 | \$ 1.50 | N |
| Student Transit Fare | \$ 1.00 | \$ 1.00 | N |
| Child Transit Fare (under 5) | \$ - | \$ - | N |
| Veteran Transit Fare | \$ - | \$ - | N |
| Blind Person Transit Fare | \$ - | \$ - | N |
| Person Accompanying Disabled Rider Fare | \$ - | \$ - | N |
| | | | |
| Adult Monthly Bus Pass | \$ 35.00 | \$ 35.00 | N |
| Adult 6 Month Bus Pass | \$ 175.00 | \$ 175.00 | N |
| Adult 12 Month Bus Pass | \$ 350.00 | \$ 350.00 | N |
| | | | |
| Senior Monthly Bus Pass | \$ 30.00 | \$ 30.00 | N |
| Senior 6 Month Bus Pass | \$ 150.00 | \$ 150.00 | N |
| Senior 12 Month Bus Pass | \$ 300.00 | \$ 300.00 | N |
| | | | |
| Student Monthly Bus Pass | \$ 25.00 | \$ 25.00 | N |
| Student 6 Month Bus Pass | \$ 125.00 | \$ 125.00 | N |
| Student 12 Month Bus Pass | \$ 250.00 | \$ 250.00 | N |



THE CORPORATION OF THE TOWN OF TECUMSEH

Fire & Emergency Services
Report No. 09/17

TO: Mayor and Members of Council

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

DATE OF REPORT: December 1, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: 2018 Fire Five (5) Year Capital Projects Plan 2018 - 2022

RECOMMENDATIONS

It is recommended that:

1. The following equipment purchases and capital project **be approved** for 2018:
Equipment purchases:

| | |
|--------------------------------------|------------------|
| a) 4 Swiss Phone pagers | \$ 3,000 |
| b) 5 firefighter helmets | \$ 2,100 |
| c) 4 pair leather boots | \$ 2,100 |
| d) 5 sets of firefighter bunker gear | \$ 13,000 |
| | \$ 20,200 |
2. Funding for the aforementioned equipment purchases and capital project **be funded** as follows:

| | |
|----------------------------------|-----------|
| Fire Equipment Lifecycle Reserve | \$ 20,200 |
|----------------------------------|-----------|
3. And that Appendix A: Town of Tecumseh 2018-2022 Fire Five (5) Year Capital Project Expenditure Forecast **be approved**.

BACKGROUND

Council has approved the 2018 operating and lifecycle budgets. Council approval is required for the purchase of the items listed in (1.) above and further detailed in the Comments section in accordance with the Town of Tecumseh Purchasing Policy.

Replacement of the existing SCBA unit at Station #2 with the acquisition of a Cascade SCBA is a carryforward project from 2017 in the amount of \$75,000.

The SCBA (Self Contained Breathing Apparatus) filling station is a compressor that is used to refill air bottles that are used in firefighting operations and training. This is a highly technical piece of equipment that ideally each fire department possesses as it is a vital firefighting component. The unit presently located at Station #2 has been in use for 28 years and the stand-up storage bottles for 32 years.

COMMENTS

The Fire Department employs various types of equipment which require periodic replacement. National Fire Protection Agency (NFPA) standards recommend regular replacement of certain types of fire equipment as they reach the extent of their recommended useful lives. Per Tecumseh Fire asset replacement practices and/or NFPA standards, the following equipment has been identified in the Fire Department Lifecycle Program as requiring replacement.

1. 4 Swiss phone pagers \$ 3,000
 - Replacing existing older models.
 - The Fire Department operates with 43 personal pagers, one carried by each firefighter and the Chiefs and 2 spares. The Department has been in the process of changing over to Swiss phone pagers having useful lives of 6-8 years.
2. 5 Firefighter helmets \$ 2,100
 - Replacing existing helmets which have reached 10 year useful life in accordance with NFPA standards.
 - Firefighting helmets are regulated under the NFPA which states all firefighter helmets must meet a yearly visual inspection and must be replaced after 10 years. The Tecumseh Fire Department uses 43 helmets with two spares.
3. 4 pair leather boots \$ 2,100
 - Replacing existing boots as necessary. Boots cannot be 'handed down' for hygiene reasons.
 - The Tecumseh Fire Department uses 43 pairs of boots with two spares.
4. 5 sets Firefighter bunker gear \$ 13,000
 - Replacing gear which has met 10-year useful life in accordance with NFPA standards.
 - Fire bunker gear is also under a 10-year useful life in accordance with the NFPA. The Fire Department has 43 working sets of bunker gear and 5 sets of spare older gear.

Forecast expenditures for 2019-2022

| | | |
|---------|--|-----------|
| 2019-22 | <u>Routine Equipment Replacement</u> | |
| | • Swiss phone pagers (4 per year/\$750 each) | \$ 12,000 |
| | • Firefighter helmets (5 per year/\$450 each) | \$ 9,000 |
| | • Leather boots (4 per year/\$500 each) | \$ 8,000 |
| | • Firefighter bunker gear (5 per year/\$2,600 each) | \$ 52,000 |
| 2019 | <u>Vehicle Extrication Tools</u> | |
| | One set of heavy hydraulic extrication tools, purchased and donated to the Town by service clubs, is in need of replacement. Two possible alternatives exist and will need to be examined prior to purchase. One alternative is powered by a gasoline engine and the second is an e-draulic unit run by batteries. | |
| | • Cost estimated to be | \$ 35,000 |

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Net funds required are typically funded from the Fire Equipment Lifecycle Reserve. Administration recommends that funding for the aforementioned equipment and capital project in the amount of \$20,200 be funded as follows:

(a) Fire Equipment Lifecycle Reserve

\$ 20,200

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Doug Pitre
Director of Fire Services & Fire Chief

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): 1. Appendix A – 2018-2022 Fire Equipment Five (5) Year Capital Project
Expenditure Forecast

DP:kp

Appendix A – 2018-2022 Fire Equipment Five (5) Year Capital Project Expenditure Forecast

Fire Equipment Lifecycle Reserve

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|
| Opening Balance | \$301,000 | \$250,800 | \$240,550 | \$265,300 | \$290,050 |
| Budget allocation | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$45,000 |
| Transfer from capital reserve | | | | | |
| Funds Available | \$346,000 | \$295,800 | \$285,550 | \$310,300 | \$335,050 |
| Cascade SCBA Station 2 | \$75,000 | | | | |
| | | | | | |
| Total Committed | \$75,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$271,000 | \$295,800 | \$285,550 | \$310,300 | \$335,050 |
| Proposed: | | | | | |
| Swiss Phone Pagers | \$3,000 | \$3,000 | \$3,000 | \$3,000 | \$3,000 |
| Firefighter Helmets | \$2,100 | \$2,250 | \$2,250 | \$2,250 | \$2,250 |
| Leather Boots | \$2,100 | \$2,000 | \$2,000 | \$2,000 | \$2,000 |
| Firefighter Bunker Gear | \$13,000 | \$13,000 | \$13,000 | \$13,000 | \$13,000 |
| Vehicle Extrication | | \$35,000 | | | |
| Total Proposed | \$20,200 | \$55,250 | \$20,250 | \$20,250 | \$20,250 |
| | | | | | |
| Balance available | \$250,800 | \$240,550 | \$265,300 | \$290,050 | \$314,800 |
| | | | | | |



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department
Report No. 25/17

TO: Mayor and Members of Council

FROM: Casey Colthurst, Manager Parks and Horticulture

DATE OF REPORT: November 16, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Parks Five (5) Year Capital Projects

RECOMMENDATIONS

It is recommended that:

1. The following park development, reforestation and trail development projects for 2018, with associated funding, **be approved:**

| | | Previously Approved | Requested for 2018 | Total Costs |
|---|---|------------------------|-----------------------|-------------------|
| Park Development | | | | |
| 1 | Lakewood North Board Replacement | | \$ 25,000 | \$ 25,000 |
| 2 | Various - Park Bench Replacement and Installation | | \$ 15,000 | \$ 15,000 |
| 3 | Sports Fields Top Dressing Overseeding | | \$ 15,000 | \$ 15,000 |
| 4 | Basketball Post Replacement - various parks | | \$ 10,000 | \$ 10,000 |
| 5 | In Ground Garbage Containers | \$ 20,000 | \$ 20,000 | \$ 40,000 |
| 6 | Install Manufactured Wood Chips under Play Sets | | \$ 15,000 | \$ 15,000 |
| 7 | Annual Project Allocations TBD | | \$ 10,000 | \$ 10,000 |
| 8 | Splash Pad - St. Mary's Park | | \$ 200,000 | \$ 200,000 |
| 9 | Carling Backstop Replacement | | \$ 15,000 | \$ 15,000 |
| 10 | St. Mary's Park - Bleachers for Ball Diamond | | \$ 4,000 | \$ 4,000 |
| 11 | Weston Park Basketball Court Replacement | | \$ 15,000 | \$ 15,000 |
| 12 | Drainage Improvements Little River & Weston Park | | \$ 20,000 | \$ 20,000 |
| 13 | Electronic Washroom Doors - McAuliffe Park | | \$ 6,000 | \$ 6,000 |
| 14 | Fence Replacement - Parks Maintenance Yard | | \$ 12,000 | \$ 12,000 |
| 15 | Parks, Recreation & Trails Master Plan CFW | \$ 60,000 | | \$ 60,000 |
| 16 | Lakewood North - Historical Storyboard Installation CFW | \$ 10,000 | | \$ 10,000 |
| 17 | Park Sign Replacements - various parks CFW | \$ 15,000 | | \$ 15,000 |
| Sub-total | | \$ 105,000 | \$ 382,000 | \$ 487,000 |
| Fund raising – Splash Pad | | | \$ 25,000 | \$ 25,000 |
| Park Development Lifecycle Reserve | | \$ 105,000 | \$ 357,000 | \$ 462,000 |

| | | Previously Approved | Requested for 2018 | Total Costs |
|--------------------------|--|------------------------|-----------------------|-------------------|
| Reforestation | | | | |
| 1 | Tree Planting | \$ 10,000 | \$ 30,000 | \$ 40,000 |
| | Reforestation Lifecycle Reserve | \$ 10,000 | \$ 30,000 | \$ 40,000 |
| <hr/> | | | | |
| | | Previously Approved | Requested for 2018 | Total Costs |
| Trails | | | | |
| 1 | | \$ | | \$ - |
| | Trails Lifecycle Reserve | \$ - | \$ - | \$ - |
| <hr/> | | | | |
| Grand Total Costs | | \$ 115,000 | \$ 412,000 | \$ 527,000 |

2. The following appendices **be adopted**:

- a) Appendix A Town of Tecumseh 2018 – 2022 Park Development Five (5) Year Capital Project Expenditure Forecast
- b) Appendix B Town of Tecumseh 2018 – 2022 Reforestation Five (5) Year Capital Project Expenditure Forecast
- c) Appendix C Town of Tecumseh 2018 – 2022 Trails Five (5) Year Capital Project Expenditure Forecast

BACKGROUND

The above noted projects are intended to upgrade existing parks and to develop playgrounds that are most in need of improvements. The objective is to deliver high quality park amenities at a consistent level throughout the Town. The proposed projects reflect needs identified in the Parks and Recreation Master Plan completed in 2008, as well as through consultations with various individual park users and formal user groups such as Tecumseh Minor Baseball, Tecumseh Minor Soccer, and St. Mary's Athletic Association.

The proposed improvements beyond 2018 will be revisited annually and may be adjusted based on new information becoming available. User groups may present new requests and field assessments may determine that the proposed improvements can be delayed. For example, proposed playset replacements on a 20 year cycle will only be implemented if detailed inspections can justify the replacements. If the equipment is still in good repair and does not pose any safety concerns, the replacement will be delayed or alternative improvements will be proposed.

Two projects approved in the 2017 Capital Program were not completed and have been removed from consideration for future completion. Artificial turf was proposed for both McAuliffe Park and L'Esson High School, pending successful grant applications and partnership agreements. The grants were not realized, therefore the projects will not be proceeding at this time. As well, the replacement of the playset at Town Center Park will not be completed at this point, pending the final design of improvements to the Sports Complex.

COMMENTS

The following are identified for improvements under the proposed five (5) year Capital Plan:

PARKS DEVELOPMENTS 2018 - 2022

Section 1 – Multi-Year Program Expenditures

Lakewood North – Boardwalk Repairs - 2018 to 2019 \$25,000

- The boardwalk along the breakwall in Lakewood was installed as part of the original construction of the park in 2012. Since that time, a number of boards in the boardwalk have cracked and rotted, posing a tripping hazard. Sections of the boardwalk will be replaced to ensure a safe walking experience for users of the park. The boardwalk will be examined in 2018 and if additional work is required in 2019, this will be addressed in the 2019 Parks Five (5) Year Capital Projects report.

Various Park – Park Bench Replacement and Installations - 2018 to 2020 \$15,000

- A number of benches in various parks have reached the end of their useful lives and need to be replaced. This is year 3 of a 5 year \$70,000 plan (\$10,000 in 2016; \$15,000 for 2017 to 2020) with all of the required benches to be replaced by 2020. New benches will be installed where necessary. Expect to replace/add up to 70 benches.

Sports Fields Top Dressing and Overseeding – Annual Ongoing Allocation \$15,000

- With the elimination of pesticides for the control of weeds in turf areas, the Town now relies on cultural practices to maintain and enhance the sports fields in Town. The Parks department has acquired additional equipment to carry out these cultural practices such as the application of sand, compost and topsoil to level the fields, as well as overseeding to improve the thickness of the turf. All of the sports fields used by Soccer and Baseball will be treated as required to keep them in excellent playing condition.

Basketball Post Replacement – Various Parks - 2018 \$10,000

- A number of park basketball poles and backboards are in need of replacement to continue to allow park users the opportunity to play the sport of basketball out-of-doors. The \$20,000 project planned the replacement of 10 poles and 10 backboards over two years. Five of the poles were installed in 2017, with the balance proposed for 2018 to complete the project.

In Ground Garbage Containers – 2017 to 2020 \$20,000

- Currently in the majority of the larger parks and sports fields, red stand-alone garbage containers are used. These containers have a small storage capacity and are in need of daily attention. In addition, the cans can be kicked or blown over causing garbage to be scattered through the parks, which in turn requires additional labour for cleanup. The proposed containers are installed underground, have a larger storage capacity, cannot be kicked or blown over, do not require daily emptying and thus help keep the park clean and garbage free. No increases in operational costs are expected. The larger cans will require less frequent emptying with possible savings of staff time which would offset any increases in equipment uses. Existing equipment will be utilized for the emptying of the cans.
- The project was initiated in 2017, with a plan of installing 25 – 30 containers over four years at a total cost of \$80,000.

- Propose an allocation of \$20,000 for 2018 works, plus previously approved carry forward funds of \$20,000.

Various Park – Install Manufactured Wood Chips under Play Sets - 2017 to 2020 \$15,000

- Presently, 12 of our park playgrounds have pea stone underneath the equipment as the fall protection material. This was quite common in the parks industry when the Town's playsets were installed. Current standards require the protection surface to be accessible. Therefore the replacement of existing pea stone with manufactured wood chips is recommended to meet current standards, provide the required fall protection, and present a cleaner look. It must be noted that all new installations use manufactured wood chips or rubber surface.
- The project was initiated in 2017, with planned replacement occurring over 4 years at a total cost of \$60,000.
- Propose an allocation of \$15,000 for 2018, year two of the four year project.

Annual Project Allocation – (\$10,000 in 2018 and \$80,000 for 2019 to 2022) \$10,000

- The requested funding will allow the parks department to address smaller issues that come up during the course of the year, such as an emergency replacement of a swing set, unforeseen small drainage work, etc. As well, annual inspections may reveal equipment failures.
- Infrastructure/equipment replacements and funding requirements will be reviewed annually and recommendations will be detailed in that year's annual capital projects report for Council approval.

Splash Pads – St. Mary's in 2018 \$200,000

- The 2008 Parks Master Plan identified the need for one splash pad to be added to the parks inventory by 2018. Recreation report 22/17 was presented to Council regarding the possible locations of 3 splash pads. It was Council's recommendation that the first splash pad be installed at St. Mary's in 2018 for \$200,000.
- Two additional future sites include McAuliffe Park (\$750,000 in 2020) and Lakewood Park (refer to Parks Improvements – 2022), with details to be provided in future reports to Council. Forecasts include being able to raise funds of \$25,000 for St. Mary's, \$50,000 for McAuliffe, and \$100,000 for Lakewood.
- The operations budget will be impacted with increased utility costs due to the increased use of water. These projected increase have been addressed in 2018 operational budget. No additional staff time is anticipated for Parks staff, other than cursory inspections of the surfacing to ensure it is clean and free of any garbage or potential hazards. These inspections will occur during routine maintenance and turf cutting of St. Marys park and will not result in increased staff costs. The actual operation of the splash pad will be carried out by facility staff.

Section 2 – Periodic Program Expenditures

Park Improvements - 2018

Backstop Replacement at Carling \$15,000

- The backstop fencing at the baseball diamond in Carling Park is in very poor condition and is in need of replacement.

Bleachers for Baseball Diamonds at St. Mary's \$4,000

- The wooden bleachers at St. Mary's Park are in a state of disrepair and require replacement with modern aluminum bleachers, keeping consistent with all of the other ball diamonds in the Town.

Basketball Court Replacement at Weston \$15,000

- The asphalt basketball court at Weston Park is in very poor condition with numerous open cracks and trip hazard concerns, and is in need of replacement.

Drainage Improvements at Little River and Weston \$20,000

- The baseball diamonds at Little River and Weston Parks require improvements to the overall drainage, since these diamonds are very slow to return to playable conditions after heavy rainfall events.

Electronic Washroom Locks at Lacasse and Green Acres \$6,000

- Electronic washroom locks at Lacasse and Green Acres Parks will allow for efficiencies in the opening and closing of the washroom facilities. With the new hardware, the operation of the washroom doors can be programmed remotely, providing staffing efficiencies along with improved park user access.

Fence Replacement at Parks Maintenance Yard \$12,000

- The fence along the south property line at the Parks Yard (300 Manning Road) is in very poor condition with various openings causing potential security issues. Replacement will improve security of the Parks Yard as well as address concerns raised by the residents of the neighbouring condominium over the appearance of the fence.

Parks Improvements – 2019

Green Acres – Playset Replacement \$200,000

- The large playset in Green Acres will have reached the end of its useful life and will require replacement.

Parks Improvements – 2020

Splash Pad – McAuliffe Park in 2020 \$700,000

- The 2008 Parks Master Plan identified the need for a splash pad at McAuliffe Park. Recreation Report 22/17 was presented and approved by Council with the recommendation of a splash pad and required washrooms/change rooms to be constructed in 2020. The forecast includes being able to fund-raise \$50,000 for the McAuliffe splash pad.

Dorset and Dresden – Playset Replacement \$70,000

- The playsets in Dorset and Dresden parks will have reached the end of their useful lives and require replacement.

Parks Improvements – 2021

Shawanoë – Playset Replacement \$40,000

- The playset in Shawanoë park will have reached the end of its useful life and requires replacement.

Parks Improvements – 2022

Lakewood – New Pavilion and Patio, Electronic Sign, and Splash Pad \$2,150,000

- The design concept for Lakewood was approved by Town Council in 2013. The plan highlighted a number of capital improvements that were raised during the public consultation process. A number of these improvements have been completed as of 2017.
- A community gathering area located in the active zone of the park was the most popular item raised by project participants. This gathering area should include a large pavilion and adjacent patio area to be utilized for larger social gatherings. The pavilion would be actively utilized during formal Town functions, as well as be offered for private use by rental groups. Once constructed, the new pavilion is projected to satisfy the need for pavilion rentals currently filled by the pavilion at the back of Lacasse, which is nearing its life expectancy.
- As Lakewood Park continues to develop, a large number of events and activities will take place on a weekly basis at the park. A programmable electronic sign will be a great communication tool to not only advertise the park's activities but also promote other Town events such as Christmas in Tecumseh, Coffee House, etc. in a high-traffic area.
- The 2008 Parks Master Plan identified the need for a splash pad at Lakewood Park. Recreation Report 22/17 was presented and approved by Council with the recommendation to construct a splash pad in 2022. The forecasts include being able to fund-raise \$100,000 for the Lakewood project.
- A number of additional improvements are highlighted in the Dialog plan and it is recommended that these amenities be included in the updated Parks and Recreation Master Plan that will be finalized in 2018, for future Council consideration. One of the main outstanding amenities will be an amphitheater.

REFORESTATION 2018 - 2022

Reforestation – 2018 to 2022

Tree Planting \$30,000

- New trees will be planted to replace all of the trees removed throughout the Town, as well as in response to individual requests from homeowners wishing to have a tree planted on the right-of-way in front of their house. Additional trees will be planted in various parks to expand the available forest cover. This will be an ongoing annual planting program, modified to meet the needs identified in the town-wide tree inventory.

TRAILS 2018 - 2022

Trails – 2018 to 2022

The Town's Parks and Recreation Master Plan along with a number of other policy documents identifies a trail network that is proposed to be constructed throughout the Town. At present, the \$50,000 annual contribution doesn't adequately fund the construction of new trails outside of parks as linkages between key destinations, thereby delaying the completion of a trail network for a protracted period of time. By way of example, the cost to install the path on Malden Road was \$160,000 (excluding the bridge crossing) or greater than three times the annual allocation. No projects beyond 2018 are being presented at this time in order to build up the total reserve amount. Trails have been included as one of the project categories for funding from the New Infrastructure Levy. In 2018 a Trails Master Plan will be completed and presented to Council for approval. This will include a long range implementation strategy.

Administration is reviewing alternatives to address issues related to trails & pathways including maintenance and funding responsibilities for:

- The construction of existing trail extensions and future connections recommended in the Strategic Master Plan for Parks and Recreation Services as the means to achieving a trails foundation or spine;
- Implementation of trail projects included in the County Wide Active Transportation Study (CWATS);
- Existing trail and pathway maintenance and enhancement;
- General expansion of the trail and pathway system; and
- The Strategic Master Plan for Parks and Recreation contained a recommendation that there is a need to resolve assignment of responsibility and funding allocation for trail location, design and maintenance between Parks and Recreation Services (where trails are not located in the road right-of-way) and Public Works and Environmental Services (where trails are located in the road right-of-way).

SUMMARY

Administration recommends that Council approve the above Parks, Trails and Reforestation 5 year Capital Improvement and Renovation Projects.

CONSULTATIONS

Director Financial Services & Treasurer
Director Planning & Building Services
Director Public Works & Environmental Services

FINANCIAL IMPLICATIONS

Project costs have been outlined throughout the Comments section. Where project specific revenues, other than lifecycle allocations, are anticipated they have been noted in the project write-up. The balance of funds required for Park Development, Reforestation and Trails are generally funded from lifecycle reserves as outlined in the attached Appendices.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed regularly.

As indicated above funding for Trails is inadequate for doing anything more than minimal new construction and will be considered for funding as part of the ongoing NIL program.

Based on the works proposed the Park Development Reserve will be in a deficit position of about \$830,000 by the end of 2022. Either additional sources of revenue need to be obtained or projects need to be removed or deferred.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Casey Colthurst, HBScF
Manager Parks & Horticulture

Reviewed by:

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments: Appendix A – 2018 - 2022 Park Development (5) year Capital Project Expenditure Forecast
Appendix B – 2018 - 2022 Reforestation (5) year Capital Project Expenditure Forecast
Appendix C – 2018 - 2022 Trails (5) year Capital Project Expenditure Forecast

Appendix A – 2018 – 2022 Park Development Five (5) Year Capital Project Expenditure Forecast

LC Park Development (1600)

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|-------------|-------------|-------------|-------------|-------------------|
| Opening Balance | \$1,332,000 | \$1,262,100 | \$1,267,100 | \$752,100 | \$967,100 |
| Budget allocation | \$350,000 | \$350,000 | \$350,000 | \$350,000 | \$350,000 |
| DC Reserve Fund re previously unfunded projects | \$42,100 | | | | |
| Fundraising - Splash Pad | \$25,000 | | \$50,000 | | \$100,000 |
| Funds Available | \$1,749,100 | \$1,612,100 | \$1,667,100 | \$1,102,100 | \$1,417,100 |
| Parks, Recreation & Trails Master Plan Update CFW | \$40,000 | | | | |
| Parks & Recreation Master Plan Contingency CFW | \$20,000 | | | | |
| Lakewood North - Historical Storyboard Installation CFW | \$10,000 | | | | |
| In Ground Garbage Containers CFW | \$20,000 | | | | |
| Park Sign Replacements - various parks CFW | \$15,000 | | | | |
| Total Committed | \$105,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$1,644,100 | \$1,612,100 | \$1,667,100 | \$1,102,100 | \$1,417,100 |
| Proposed - Lifecycle Expenditures | \$382,000 | \$345,000 | \$915,000 | \$135,000 | \$2,245,000 |
| Balance available | \$1,262,100 | \$1,267,100 | \$752,100 | \$967,100 | -\$827,900 |

| Expenditure Forecast | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|-----------|-----------|-----------|-----------|-------------|
| Lakewood North Board Replacement | \$25,000 | | | | |
| Various - Park Bench Replacement and Installation | \$15,000 | \$15,000 | \$15,000 | | |
| Sports Fields Top Dressing Overseeding | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 |
| Basketball Post Replacement - various parks | \$10,000 | | | | |
| In Ground Garbage Containers | \$20,000 | \$20,000 | \$20,000 | | |
| Install Manufactured Wood Chips under Play Sets | \$15,000 | \$15,000 | \$15,000 | | |
| Annual Project Allocations TBD | \$10,000 | \$80,000 | \$80,000 | \$80,000 | \$80,000 |
| Splash Pad - St. Mary's Park | \$200,000 | | | | |
| Splash Pad - McAuliffe Park | | | \$700,000 | | |
| Carling Backstop Replacement | \$15,000 | | | | |
| St. Mary's Park - Bleachers for Ball Diamond | \$4,000 | | | | |
| Weston Park Basketball Court Replacement | \$15,000 | | | | |
| Drainage Improvements Little River & Weston Park | \$20,000 | | | | |
| Washroom Electronic Locks McAuliffe Park | \$6,000 | | | | |
| Fence Replacement - Parks Maintenance Yard | \$12,000 | | | | |
| Green Acres - Playset Replacement | | \$200,000 | | | |
| Dorset & Dresden - Playset Replacements | | | \$70,000 | | |
| Shawano - Playset Replacement | | | | \$40,000 | |
| Lakewood Park Master Plan Implementation | | | | | \$2,150,000 |
| | \$382,000 | \$345,000 | \$915,000 | \$135,000 | \$2,245,000 |

Appendix B – 2018 – 2022 Reforestation Five (5) Year Capital Project Expenditure Forecast

LC Reforestation (1560)

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|-----------------------------------|-------------|-------------|-------------|-------------|-------------|
| Opening Balance | \$141,000 | \$131,000 | \$131,000 | \$131,000 | \$131,000 |
| Budget allocation | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| Funds Available | \$171,000 | \$161,000 | \$161,000 | \$161,000 | \$161,000 |
| Tree Inventory CFW | \$10,000 | | | | |
| Total Committed | \$10,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$161,000 | \$161,000 | \$161,000 | \$161,000 | \$161,000 |
| Proposed - Lifecycle Expenditures | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| Balance available | \$131,000 | \$131,000 | \$131,000 | \$131,000 | \$131,000 |
| Expenditure Forecast | 2018 | 2019 | 2020 | 2021 | 2022 |
| Tree Planting | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |

Appendix C – 2018 – 2022 Trails Five (5) Year Capital Project Expenditure Forecast

LC Trails (1640)

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|
| Opening Balance | \$145,000 | \$195,000 | \$245,000 | \$295,000 | \$345,000 |
| Budget allocation | \$50,000 | \$50,000 | \$50,000 | \$50,000 | \$50,000 |
| Funds Available | \$195,000 | \$245,000 | \$295,000 | \$345,000 | \$395,000 |
| | | | | | |
| Total Committed | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$195,000 | \$245,000 | \$295,000 | \$345,000 | \$395,000 |
| Proposed - Lifecycle Expenditures | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance available | \$195,000 | \$245,000 | \$295,000 | \$345,000 | \$395,000 |



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Department
Report No. 26/17

TO: Mayor & Members of Council

FROM: Ray Hammond Facilities Manager, Parks

DATE OF REPORT: November 22, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Arena and Pool 5 Year Capital Plan

RECOMMENDATIONS

It is recommended that:

1. The following renovations and repairs to Municipal Facilities **be approved** for 2018:

| | Previously Approved | Requested for 2018 | Total Costs |
|--|------------------------|-----------------------|-------------------|
| Arena | | | |
| 1 Hot Water Pre-Heater (De-Super Heater) | \$ 58,000 | | \$ 58,000 |
| 2 Building Environment Control System | \$ 35,000 | \$ 10,000 | \$ 45,000 |
| 3 Horwood Room HVAC Replacement | | \$ 14,000 | \$ 14,000 |
| 4 Front Entrance Lobby Wall Repairs | | \$ 30,000 | \$ 30,000 |
| 5 Back Dressing Room HVAC Replacement | | \$ 45,000 | \$ 45,000 |
| 6 1/2 Ice Rink Removable Board System | | \$ 16,000 | \$ 16,000 |
| 7 Ammonia Detection System | | \$ 4,000 | \$ 4,000 |
| 8 Sportsplex Study | \$ 44,800 | | |
| 9 Sportsplex Architect & Detailed Design | | \$ 400,000 | \$ 400,000 |
| Sub-total | \$ 137,800 | \$ 519,000 | \$ 612,000 |
| Tax Rate Stabilization Reserve | | \$ 400,000 | \$ 400,000 |
| Infrastructure Reserve | \$ 44,800 | | |
| Arena Lifecycle Reserve | \$ 93,000 | \$ 119,000 | \$ 212,000 |
| Pool | | | |
| 1 Tankless Water Heater for Showers | | \$ 6,500 | \$ 6,500 |
| 2 High Pressure Wash & Paint Lap Pool | | \$ 25,000 | \$ 25,000 |
| Pool Lifecycle Reserve | \$ - | \$ 31,500 | \$ 31,500 |
| Grand Total Costs | \$ 137,800 | \$ 550,500 | \$ 643,500 |

BACKGROUND

The above noted projects are intended to upgrade the existing facilities and to make the operation of the Arena and Pool safer for participants and visitors to the facilities, as well as following the direction of lowering the gas and electrical utilities used in the facilities.

The de-super heater was approved in the 2015 Arena Lifecycle request; however, due to Technical Standards & Safety Authority (TSSA) certification requirements, the project had to be deferred until certification was obtained by the manufacturer. A new manufacturer was located late in 2017. The manufacturer of this de-super heater has all the required documentation for use in Canada. This project will be completed prior to spring of 2018.

The building automation system was approved in 2017 with a budget request of \$35,000. Further research in 2017 determined that the approved request was not sufficient. An additional \$10,000 is requested in 2018 for a total of \$45,000 required to implement this system.

The proposed improvements beyond 2018 will be revisited during an asset management review and may be adjusted based on new information becoming available:

- User group new requests
- Facility assessments changing priorities. For example, proposed equipment replacements on a 20-year cycle will only be implemented
- If detailed inspections justify the replacements.
- If the equipment is still in good condition and does not pose any safety concerns, the replacement will be delayed, or alternative improvements will be proposed.

COMMENTS

The following are identified for improvements under the proposed five (5) year Capital Plan:

Arena – 2018 – 2022

Arena – 2018

Building Environmental Control System \$45,000

- \$35,000 approved in the 2017 Arena Lifecycle; additional \$10,000 is required due to interviews with contractors, original pricing determined to be inadequate to fund this project. A Building Automation System would consist of a computer mechanism that would control the operation of the building environmental system, i.e. rooftop heating and cooling units (HVAC Units). The 2013 Energy Audit estimated a conservative saving of 35% on energy consumption to the HVAC units at the arena.
- Currently the different environmental controlled areas of the facility run on stand alone or manually set up thermostats. This system will be a benefit to the operation of the facility. The occupancy schedule will be followed and the room temperatures can match the level and type of activity occurring within the facility.
- Administration will investigate possible funding i.e. energy grants for this project.

| | |
|------------------------------------|----------|
| Horwood Room HVAC Unit Replacement | \$14,000 |
|------------------------------------|----------|

- The replacement of this roof top HVAC unit would lower maintenance costs. Due to the individual lifespan of the unit, replacement should occur before major emergency repairs start to take place. Additionally it will benefit to the operation of the facility, the new unit would lower utility costs and maximize the building's potential in long and short-term sustainability and profitability. This unit is an original install in 1997.
- In the 2013 Energy Audit, it showed that this unit is part of the 66% of the gas utility use of the facility. HVAC units are one of the largest natural gas consumer in the facility. Modern HVAC units, on average, use approximately 20% less gas to operate. With the electrical saving of a building automation system there should be savings on the overall operation of this unit.
- Administration will investigate all possible funding opportunities through the local power authority.

| | |
|-----------------------------------|----------|
| Front Entrance Lobby Wall Repairs | \$30,000 |
|-----------------------------------|----------|

- Over the years, the lobby has had significant water damage from infiltration due to leaking windows and building envelope. It was determined the best way to eliminate this damage is to remove the drywall and investigate the exact location of the infiltration. Once the exact location or locations are determined, the walls can be repaired.

| | |
|--|----------|
| Back Dressing Room HVAC Unit Replacement | \$45,000 |
|--|----------|

- The Airwise Roof Top HVAC Unit heats the back portion of the arena dressing room area. The unit will be able to be linked to the Building Automation System that will be installed in 2018. As a benefit to the operation of the facility, this would be another measure to reduce the energy consumption in the Arena. This unit is circa 1997 and has an energy efficiency rating of 65%. Modern units have ratings of 85%. This unit has reached its life expectancy.

| | |
|-----------------------------------|----------|
| ½ Ice Rink Removable Board System | \$16,000 |
|-----------------------------------|----------|

- Hockey Canada has instituted a policy mandating minor hockey organizations across the area to develop programming targeting the youngest ages of the organizations. These programs require they use a smaller portion of the ice surface.
- To properly facilitate these programs, it is ideal to split the ice surface with a system that will safely and effectively separate the ice surface in 1/2 or in 1/3 and accommodate more than 1 group of players at one time.
- It is the desire of the department to purchase these dividers for our own purposes. This will allow us to develop our own programs as additional sources of revenue, i.e. 3 on 3 cross-ice tournaments and younger ages' ball hockey events when the ice is out.

| | |
|--------------------------------------|---------|
| Replacement Ammonia Detection System | \$4,000 |
|--------------------------------------|---------|

The existing detection system is antiquated and in need of replacement. A newer system will ensure the safety of working staff and the public visiting the facility. It is becoming difficult to find parts. If this system were to fail and we did not have a detection system in place we would not be in compliance with the regulations of operating a refrigeration plant in Ontario.

Sportsplex Architect and Detail Design \$400,000

- During the 2018 Budget meeting, Council pre-approved a \$400,000 budget contribution to move forward with phase two of the Proposed Sportsplex project. This funding allocation is to secure the services of an architect through an RFP process. The selected architect would then prepare detailed design plans, based on discussions with user groups in addition to the information and amenities provided through the feasibility study and business plan completed and approved by Council in 2016.
- Funding was approved to come from the Tax Rate Stabilization Reserve.
- Undertaking this process will allow the project to be ready for grant applications and upon successful approval of our grant application, the project would be shovel ready.

Arena – 2019

Replacement Spectator Protective Netting for Both Rinks \$18,000

- This netting was scheduled for replacement in 2018. There have been minor repairs that extended its life for another year. They are an original installation in 2006 with typically a 10-year life expectancy.

Annual General Lifecycle Repairs \$30,000

- Annually, a number of smaller unexpected equipment infrastructures may fail and require replacement. The requested funding allows for an annual allocation for such requirements. This funding and the equipment replacement will be reviewed during the upcoming asset management plan process and the actual recommendation will be detailed in a report to Council.
- Once the asset management plan is completed in 2018 a more in-depth list of projects will be completed and a report on those will follow.

Arena – 2020 – 2022

Annual General Lifecycle Repairs \$30,000

- After the 2018 asset management review is completed, a detailed report to Council on the condition of individual assets will follow.
- As stated previously there is equipment approaching life expectancies. There has been preventative maintenance completed on them. Some life expectancies were extended by doing so. The department to ensure assets are not replaced prematurely will complete a detailed analysis of these assets.

POOL 2018 – 2022

Pool – 2018

Tankless Hot Water Heater and Mixing Valve for Showers \$6,500

- The existing hot water tank has reached its life expectancy. It is a storage type style tank. The purpose of this project is to modernize the hot water system to a more efficient system to heat the hot water used at this facility. Showers used for bather purposes and are used at short intervals. On-demand water heaters are ideal for this type of use.
- A benefit to the operation of this facility should be, reduced natural gas consumption and an added comfort level to the bathers using the showers. It will supply tempered water for showering in a more timely and consistent temperature.

High Pressure Wash Lap Pool \$25,000

- The present coating on this pool is an inferior coating. It is continually in need of touch up painting and maintenance. The coating is in need of replacement with a superior coating. This new coating has proven beneficial to the City of Windsor operations. The pool will be high pressure washed and recoated. The process is mechanically evasive; it will benefit the operation and maintenance schedule of this facility. After the application is complete, inspection will occur annually. Administration recommendations that this procedure occur every (5) five to (7) seven years.

Pool – 2019

Rebuild Sand Filters \$20,000

- These filters were rebuilt in 2010 as part of the Rink grant renovations. The exterior bodies of these filters are original, and will have reached their life expectancy. The sand is easily replaced, and the bodies of these filters will be inspected prior to opening in the spring. Based on the inspection of the bodies, a recommendation whether to replace any of these filters will follow in the 2019 capital request report.

Pool – 2020

Rebuild Pumps and Motors \$20,000

- There are numerous pumps and motors nearing their life expectancy. These pieces of equipment could be in need of replacement. Replacing the pumps and motors should reduce energy consumption due to advancements made in the technology and efficiency of these motors over time. The consideration of installing timers on certain pumps at this time will allow the department to schedule run times therefore reducing energy consumption of this facility.

Pool – 2021 - 2022

Annual Lifecycle Repairs

\$20,000

- In 2018 it is the expectation to have an asset management assessment completed to have a comprehensive list to formulate an action plan for facility equipment replacement.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Project costs have been outlined throughout the Comments section. The funds required for Arena and Pool are generally funded from lifecycle reserves as outlined in the attached Appendices.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed regularly. A recommendation to increase Arena and Pool lifecycles annual contribution to include the new equipment/fixtures proposed in 2018 LC requests is not being made with this report.

Administration will be undertaking a comprehensive review of both the Arena and Pool LC in 2018 to ensure the current approved allocation is sufficient to meet the needs of both facilities. Upon the completion of the review a report will be presented to Council for their consideration should the current allocation be deemed as insufficient and require adjustment.

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:

Ray Hammond, RRFO, CARPT
Facilities Manager

Reviewed by:

Reviewed by:

Paul Anthony RRFA
Director Parks & Recreation Services

Luc Gagnon CPA, CA BMath
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): Appendix A – 2018 - 2022 Arena (5) year Capital Project Expenditure Forecast
Appendix B – 2018 - 2022 Pool (5) year Capital Project Expenditure Forecast

RH

APPENDIX A

| LC Arena (1580) | | | | | |
|---|--------------|--------------|--------------|--------------|--------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| Opening Balance | \$ 885,000 | \$ 851,000 | \$ 980,000 | \$ 1,127,000 | \$ 1,274,000 |
| Budget Allocation | \$ 140,000 | \$ 140,000 | \$ 140,000 | \$ 140,000 | \$ 140,000 |
| Ice Capital Surcharge | \$ 23,000 | \$ 23,000 | \$ 23,000 | \$ 23,000 | \$ 23,000 |
| Training Room Net Proceeds | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$ 14,000 | \$ 14,000 |
| Tax Rate Stabilization Reserve - Sportspl | \$ 400,000 | | | | |
| Infrastructure Reserve | \$ 44,800 | | | | |
| Excess Arena Advertising Revenue | \$ 1,000 | | | | |
| Funds Available | \$ 1,507,800 | \$ 1,028,000 | \$ 1,157,000 | \$ 1,304,000 | \$ 1,451,000 |
| Hot Water Pre-Heater (De-Super Heater) | \$ 58,000 | | | | |
| Building - Environmental Control System | \$ 35,000 | | | | |
| Sportsplex Study | \$ 44,800 | | | | |
| Total Committed | \$ 137,800 | \$ - | \$ - | \$ - | \$ - |
| Balance Uncommitted | \$ 1,370,000 | \$ 1,028,000 | \$ 1,157,000 | \$ 1,304,000 | \$ 1,451,000 |
| Proposed - Lifecycle Expenditures | \$ 519,000 | \$ 48,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 |
| Balance Available | \$ 851,000 | \$ 980,000 | \$ 1,127,000 | \$ 1,274,000 | \$ 1,421,000 |
| | | | | | |
| Arena Expenditure Forecast | 2018 | 2019 | 2020 | 2021 | 2022 |
| Building - environmental control system | \$ 10,000 | | | | |
| Horwood Room HVAC Unit Replacemen | \$ 14,000 | | | | |
| Front Entrance lobby wall repairs | \$ 30,000 | | | | |
| Back Dressing Rms - replace airwise un | \$ 45,000 | | | | |
| 1/2 Ice Rink removable board system | \$ 16,000 | | | | |
| Ammonia Detection System | \$ 4,000 | | | | |
| Sportsplex Architect & Detailed Design | \$ 400,000 | | | | |
| Spectator Protective Netting A & B | | \$ 18,000 | | | |
| Annual General Lifecycle Repairs | | \$ 30,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 |
| | \$ 519,000 | \$ 48,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 |
| | | | | | |
| Non Lifecycle Funding | 2018 | 2019 | 2020 | 2021 | 2022 |
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | |
| Net Lifecycle funding required | \$ 519,000 | \$ 48,000 | \$ 30,000 | \$ 30,000 | \$ 30,000 |
| | | | | | |
| | | | | | |

APPENDIX B

| LCPool (1510) | | | | | |
|---------------------------------------|------------|------------|------------|------------|------------|
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| Opening Balance | \$ 221,000 | \$ 244,500 | \$ 279,500 | \$ 314,500 | \$ 349,500 |
| Budget allocation | \$ 55,000 | \$ 55,000 | \$ 55,000 | \$ 55,000 | \$ 55,000 |
| | | | | | |
| Funds Available | \$ 276,000 | \$ 299,500 | \$ 334,500 | \$ 369,500 | \$ 404,500 |
| Sun Shade Shelters for viewers | | | | | |
| | | | | | |
| Total Committed | \$ - | \$ - | \$ - | \$ - | \$ - |
| Balance Uncommitted | \$ 276,000 | \$ 299,500 | \$ 334,500 | \$ 369,500 | \$ 404,500 |
| Proposed - Lifecycle Expenditures | \$ 31,500 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 |
| Balance available | \$ 244,500 | \$ 279,500 | \$ 314,500 | \$ 349,500 | \$ 384,500 |
| | | | | | |
| Pool Expenditure Forecast | 2018 | 2019 | 2020 | 2021 | 2022 |
| New Tankless Water Heater | \$ 6,500 | | | | |
| High Pressure Wash and Paint lap pool | \$ 25,000 | | | | |
| Rebuild Sand Filters | | \$ 20,000 | | | |
| Replace Pumps and Motors | | | \$ 20,000 | | |
| Annual General Lifecycle Repairs | | | | \$ 20,000 | \$ 20,000 |
| | \$ 31,500 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 |
| | | | | | |
| | | | | | |
| Non Lifecycle Funding | 2018 | 2019 | 2020 | 2021 | 2022 |
| | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | |
| | | | | | |
| Net Lifecycle funding required | \$ 31,500 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 |



THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Services
Report No. 27/17

TO: Mayor and Members of Council
FROM: Ray Hammond Facilities Manager
DATE: November 23, 2017
DATE TO COUNCIL: December 12, 2017
SUBJECT: Building Five (5) Year Capital Plan

RECOMMENDATIONS

It is recommended that:

1. The following renovations and repairs to Municipal Facilities **be approved** for 2018:

| | Previously Approved | Requested for 2018 | Total Costs |
|--|------------------------|-----------------------|----------------|
| Buildings | | | |
| 1 Water Building Windows | | \$ 6,500 | \$ 6,500 |
| 2 Fire Hall #2 Emergency Generator | | \$ 50,000 | \$ 50,000 |
| 3 Fire Hall #2 Garage Doors | | \$ 30,000 | \$ 30,000 |
| 4 Electronic Door Locks for Out Buildings | | \$ 6,000 | \$ 6,000 |
| 5 Public Works Garage Upgrades | | \$ 18,000 | \$ 18,000 |
| 6 Cultural Resource Center Expansion Fire Hall # 2 | | \$ 200,000 | \$ 200,000 |
| | | | \$ - |
| Sub-total | \$ - | \$ 310,500 | \$ 310,500 |
| Infrastructure Reserve | | \$ 150,000 | \$ 150,000 |
| One-Time Strategic Issues LC Reserve | | \$ 50,000 | \$ 50,000 |
| Buildings Lifecycle Reserve | \$ - | \$ 110,500 | \$ 110,500 |

2. The following **be adopted**:
 - a) Appendix A Town of Tecumseh 2018-2022 Building (5) year Capital Project Expenditure Forecast

BACKGROUND

The above noted projects are intended to upgrade existing municipal buildings according to the building lifecycle plan based on expected useful life of major components including roofing, mechanical systems, flooring, interior and exterior work. The Department completed visual inspections for those building components beyond their expected useful life, to confirm the need for the recommended maintenance.

Where other major upgrades are required, Administration has also looked at building uses to determine if they are still required for effective and efficient service delivery.

COMMENTS

The following are identified for improvements under the proposed five (5) year Capital Plan:

Buildings 2018 – 2022

2018

Water Building

Window Replacement \$6,500

- An Energy Management Team walk through audit discovered there were major drafts coming through both Manager's Office windows on the north side of the building. The recommendation is to replace these windows with better-insulated thermal pane windows. This will reduce the energy cost of this building.

Fire Hall #2

Emergency Generator Replacement \$50,000

- The Emergency Generator has reached the end of its useful life. Parts are becoming more rare and hard to find. This is an important part of the Fire Hall operation. This facility is the Municipality's Back-up Emergency Operation Centre (EOC). It is important that this particular building have power in all emergencies.
- This building houses the department's air canisters for the fire fighters breathing apparatuses. If there were ever a big fire and these bottles were in need of more air, and the power was out, it could jeopardize the fire fighters' safety.

Four (4) Garage Door Replacement \$30,000

- As part of the *Green Energy Act* the municipality has been mandated to reduce its GHG footprint and, in an attempt to do that, it is recommended that the garage doors of the fire halls be replaced with better insulated garage doors.
- The existing doors provide no real insulating factor. Replacing these doors will increase the insulating factor of the entire building. These doors are very large and made of plexi-glass windows. The heat loss through these windows can be quite substantial. It could be possible to reduce the energy used to heat the garage area of the fire hall by up to 50%. The doors would be similar to the doors installed at Station #1 in 2017.

Electronic Door Locks for Out Buildings

\$6,000

- Some of the out buildings within the municipality currently stay open 24/7 throughout the summer months. It is the goal of the department to keep these buildings in better repair and secure. To accomplish these goals it is recommended to have automatic lock timers installed on these buildings.

Lacasse Public Works Garage

\$18,000

- Interior and exterior works are due for upgrades at this time, for example, brick repainting and interior painting completed. From visual inspections, administration got estimates from area building contractors for repairs. A detailed building analysis will be conducted and required work will be completed as per those findings. ?

Cultural Resource Centre Expansion

\$200,000

- At the October 10, 2017 regular meeting of Council, the following resolution # 354 was passed:

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 Plan 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 with 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.

2019 - 2022

General Allowance for Expected Works

\$175,000

- The Financial Services Department suggested an asset management inventory be formalized.
- It is the goal of Administration in 2018 to obtain and develop a detailed analysis of the Town's building inventory and their assets. Once the inventory is complete, Administration will have a more comprehensive list of projects that are in need of upgrade or replacement at the appropriate time.
- Administration will continue the present practice of using the age of the individual assets with the expected lifecycle of the asset until the detailed analysis is complete.
- Once the detailed analysis is complete and a better record of maintenance for each asset is obtained, and attached to an asset, Administration will be able to have a real time replacement plan in place with a more accurate use of Lifecycle funds.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

Project costs have been outlined throughout the Comments section. The funds required for Buildings are generally funded from lifecycle reserves as outlined in the attached Appendix.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed regularly. A recommendation to increase Building lifecycles annual contribution to include the new equipment/fixtures proposed in 2018 LC requests is not being made with this report.

Administration will be undertaking a comprehensive review of all the municipal buildings in 2018 to ensure the current approved allocation is sufficient to meet the needs of all facilities.

Upon the completion of the review a report will be presented to Council for their consideration should the current allocation be deemed as insufficient and require adjustment.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Ray Hammond, RRFO, CARPT
Facilities Manager

Reviewed by:

Reviewed by:

Paul Anthony RRFA
Director Parks & Recreation Services

Luc Gagnon CPA, CA Math
Director Financial Services & Treasurer

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s): Appendix A – 2018 - 2022 Building (5) year Capital Project Expenditure Forecast

RH

APPENDIX A

| 2018 - 2022 Building (5) Year Capital Project Expenditure Forecast | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|
| LC Buildings (1540) | | | | | |
| | 2018 | 2019 | 2020 | 2021 | 2022 |
| Opening Balance | \$567,000 | \$641,500 | \$651,500 | \$661,500 | \$671,500 |
| Budget allocation | \$185,000 | \$185,000 | \$185,000 | \$185,000 | \$185,000 |
| Transfer from Infrastructure reserve | \$150,000 | | | | |
| Transfer from One-Time Strategic Initiatives | \$50,000 | | | | |
| Funds Available | \$952,000 | \$826,500 | \$836,500 | \$846,500 | \$856,500 |
| | | | | | |
| | | | | | |
| Total Committed | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$952,000 | \$826,500 | \$836,500 | \$846,500 | \$856,500 |
| Proposed - Lifecycle Expenditure | \$310,500 | \$175,000 | \$175,000 | \$175,000 | \$175,000 |
| Balance available | \$641,500 | \$651,500 | \$661,500 | \$671,500 | \$681,500 |
| | | | | | |
| Lifecycle Expenditure Forecast | | | | | |
| Water Building Windows | \$6,500 | | | | |
| Fire Hall #2 Garage Doors | \$30,000 | | | | |
| Fire Hall #2 Emergency Generator | \$50,000 | | | | |
| Electronic Door Locks for Out Buildings | \$6,000 | | | | |
| Public Works Garage Upgrades | \$18,000 | | | | |
| Cultural Resource Centre Expansion | \$200,000 | | | | |
| | | \$175,000 | \$175,000 | \$175,000 | \$175,000 |
| | | | | | |
| | \$310,500 | \$175,000 | \$175,000 | \$175,000 | \$175,000 |
| | | | | | |



THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services
Report No. 34/17

TO: Mayor and Members of Council

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

DATE OF REPORT: December 6, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Site Plan Control Agreement
Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
Northeast Corner of North Talbot Road/8th Concession Road
Intersection
OUR FILE: D11 PANGEO

RECOMMENDATIONS

It is recommended that:

1. A by-law authorizing the execution of the Del Duca Industrial Park Ltd. and Pangeo Holdings Inc. Site Plan Control Agreement, satisfactory in form to the Town's Solicitor, which establishes the terms and requirements related to the development of a 2.23 hectare portion of a 21.6 hectare land holding, located on the north-east corner of the North Talbot Road / 8th Concession intersection, **be adopted**, subject to the following occurring prior to the Town's execution of the Agreement:
 - i) The Owners executing the Site Plan Control Agreement;
2. The Mayor and Clerk **be authorized** to execute the Site Plan Control Agreement, as attached hereto and/or in such modified version as may be approved by the Town's solicitor prior to execution and such further documents as are called for by the Site Plan Control Agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the Site Plan Control Agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the Site Plan Control Agreement.

BACKGROUND

Location of Subject Property

The lands that are the subject of the proposed site plan control agreement are located northeast of the intersection of North Talbot Road and the 8th Concession Road (see Attachment 1). The subject lands comprise a 2.23 hectare area of land (proposed to be owned by Pangeo Holdings Inc.) that at the present time is part of a larger 21.6 hectare land holding (presently owned by Del Duca Industrial Park Ltd.).

Basis of the Site Plan Control Application

In order to understand the basis upon which this site plan control application is being filed at this time, it is necessary to explain the order of events that have occurred, as follows:

i) Proposed Amendments to the Official Plan and Zoning By-law

In mid-2016, Del Duca Industrial Park Ltd. filed applications with the Town for its entire 21.6 hectare landholding (see Attachment 1) that proposed the following:

- a) that the Official Plan be amended to redesignate the lands from “Hamlet Development” to “Business Park”; and
- b) that the Zoning By-law be amended to rezone the lands from “Agricultural Zone (A)” to “Holding Industrial Zone (H)M1”.

These applications were required in order to facilitate the landowner’s desire to develop the lands for industrial purposes which was proposed to proceed by way of a future plan of subdivision. At the time of filing these applications, Del Duca Industrial Park Ltd. advised that Pangeo Holdings Inc. had an interest in developing the 2.23 hectare area of land that was at the intersection of North Talbot Road and the 8th Concession Road and also the subject of the proposed amendments.

The Official Plan Amendment (OPA No. 14) was adopted by Council on September 13, 2016 and subsequently approved by the County of Essex (the Approval Authority for Official Plan Amendments) on October 28, 2016. The corresponding Zoning By-law Amendment (ZBA 2016-67) was passed by Council on September 13, 2016.

In addition, Council passed By-law 2016-68 which had the effect of making the 21.6 hectare land area subject to site plan control in accordance with Section 41 of the *Planning Act*.

Ultimately, OPA No. 14 and ZBA 2016-67 were appealed to the Ontario Municipal Board (“OMB”).

ii) Provisional Consent by the Committee of Adjustment (Application B-01/17)

In late 2016 severance application B-01/17 was filed by Del Duca Industrial Park Ltd. seeking to sever the 2.23 hectare area of land from the balance of the 21.6 hectare landholding (see Attachment 1), with the intent to transfer the severed land to Pangeo Holdings Inc.

Ultimately, the Committee of Adjustment held a hearing and issued a provisional consent for application B-01/17, subject to a number of conditions being satisfied by February 24, 2018, in accordance with the provisions of the *Planning Act*. In addition to a number of standard conditions, there were two conditions that have particular relevance, as follows:

- a) that OPA No. 14 and ZBA 2016-67 be approved by the OMB; and
- b) that the owner enters into a site plan control agreement with the Town, along with particular matters to be addressed which will be discussed later in this Report.

The provisional consent as granted by the Committee of Adjustment was not appealed to the OMB.

iii) November 14 to 17, 2017 OMB Hearing Regarding OPA No. 14 and ZBA 2016-67

An OMB Hearing was held on the noted dates with respect to the above-noted appeals. Three Parties (the appellant, the applicant and the Town) and a number of Participants gave oral evidence at the Hearing. Upon the conclusion of the oral evidence, the OMB determined the following:

- a) that an oral decision would not be provided at the end of the actual Hearing, rather a written decision would be provided by the OMB at some future date;
- b) that the solicitors for the Parties submit closing written arguments to the OMB by December 1, 2017;
- c) that, in light of Provisional Consent for application B-01/17 having a condition requiring the approval of OPA No. 14 and ZBA 2016-67 by January 24, 2018, the residing OMB Member will arrange a conference call in mid-January 2018 to render an oral decision, with a written decision containing reasons to follow.

Submission of the Site Plan Control Application

As previously noted, the Provisional Consent for application B-01/17 includes conditions that must be fulfilled by January 24, 2018. One of the conditions requires that the owner enter into a site plan control agreement with the Town. Given that the next Regular Council Meeting subsequent to the December 12, 2017 meeting is scheduled to be January 23, 2018, it was deemed appropriate for reasons of efficiency and certainty that an agreement be brought forward to Council sooner rather than later. Accordingly, a site plan control application was filed with the Town and an agreement was drafted by the Town's Solicitor, Ed Hooker, for consideration at the December 12, 2017 Regular Council Meeting.

This Report provides a copy of the Preliminary Site Plan (Attachment 2) and a summary of the contents of the proposed site plan control agreement (Attachment 3).

It is important to note that the attached site plan control agreement is intended to provide the legal terms necessary to satisfy the condition of consent at this time while also clarifying that revisions to the agreement will be required in the future prior to any development proceeding.

The relevant conditions of consent for application B-01/17 in relation to the requirement for a site plan control agreement are as follows:

“That the Owner enter into a Site Plan Control Agreement dealing with all matters that the Town deems reasonable for the proper and orderly development of the severed lot on full municipal services and in accordance with the provisions of the Planning Act, including but not limited to:

- i. the provision of municipal service connections, including that any costs incurred by the Town for the construction of municipal service connections (sanitary, storm, water) installed by the Town be reimbursed by the Owner to the Town;*
- ii. the provision of stormwater management works to the satisfaction of the Town and the Essex Region Conservation Authority, more particularly including the following terms in the Development Agreement:*
 - (a) that the owner finalize the stormwater management report for the proposed development, identifying stormwater quality and quantity measures as necessary to control any increases in flows in downstream watercourses, up to and including the 1:100 year design storm, to the satisfaction of the Essex Region Conservation Authority and the Town;*
 - (b) that the owner install stormwater management measures identified above, as part of the development of the site, to the satisfaction of the Essex Region Conservation Authority and the Municipality; and*
 - (c) that the developer obtains the necessary permit or clearance from the Essex Region Conservation Authority prior to undertaking site alterations and/or construction activities.*
- iii. the financial contribution of \$35,000 for the future construction of a 2.5 metre wide asphalt trail along the north side of North Talbot Road, extending the full length of the severed lot where it abuts North Talbot Road (approximately 150 metres in length); and*
- iv. that a driveway connecting the severed lot to North Talbot Road not be permitted.”*

Accordingly, the proposed site plan control agreement includes provisions that relate to each of the foregoing matters. The site plan agreement will ultimately be registered on title and therefore the obligations will apply to the lands, notwithstanding changes in ownership.

In addition to the foregoing, the proposed site plan control agreement includes a “Condition Precedent” clause which establishes “the OMB render a decision on the applications in Board Case No. PL160967 such that the proposed development of the Lands is, by not later than January 24, 2018, in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality”.

Finally, the proposed site plan control agreement is between the Town, Del Duca Industrial Park Ltd. (the current owner) and Pangeo Holdings Inc. (the future owner). This was necessary in order to provide a means to satisfy the condition of consent prior to the January 24, 2018 deadline. The agreement therefore includes a provision that clearly establishes the obligations will be transferred to the future owner upon the consent being finalized.

Nature of the Site Plan Control Application

As previously discussed, a Preliminary Site Plan (Attachment 2) is attached to the proposed site plan control agreement that illustrates the type of development contemplated by Pangeo Holdings Inc. at this time on the southwesterly portion of the property, which includes:

- a two-storey building having a footprint of 1,173 square metres (12,630 square feet) and a combined total floor area of approximately 2,337 square metres (25,160 square feet). It proposed to house a combination of industrial, research and development, warehousing and office uses. This proposed first phase, including parking areas, includes approximately half of the 2.23 hectare subject land;
- areas identified for future development on the northern and eastern portions of the subject property along with the identification of a future driveway with access to/from a future municipal road proposed along the north side of the subject property that would intersect with 8th Concession Road. This future road would be constructed as part of the Del Duca industrial subdivision;
- a 116-space, asphalted parking area (including four handicap spaces) along with two loading spaces and a temporary access drive from 8th Concession Road;
- landscaped areas consisting of tree plantings, grassed areas, a gateway landscape feature at the southeast corner and an outdoor landscaped employee patio area; and
- two waste disposal enclosures at the southeast corner of the proposed main building which would be visually buffered through the use of landscaped screenings.

Also, as noted previously and as a result of the conditions of Provisional Consent, the proposed site plan control agreement establishes that the Owner is required to provide a financial contribution of \$35,000 for the future construction of a 2.5 metre wide asphalt trail along the north side of North Talbot Road, extending the full length of the proposed severed lot (approximately 150 metres in length). In addition, a conveyance to the Town of a 3.0 metre road widening along the north side of North Talbot Road is required to facilitate the placement of this asphalt trail.

COMMENTS

Zoning

As noted above, the lands subject to the proposed site plan control agreement will be rezoned to "Holding Industrial Zone (H)M1" if approved by the OMB. If the rezoning is approved by the OMB, the proposed development will comply with the proposed M1 Zone regulations that will apply to the property once the (H) holding symbol is removed by way of a by-law approved by Town Council. The (H) symbol will be removed pending the execution of all necessary agreements (e.g. development agreement and/or site plan agreement) and the resolution of servicing issues (e.g. connection to municipal sanitary sewage system) to the satisfaction of the Town.

Site Plan Design

The proposed site plan control agreement includes a preliminary site plan that indicates the proposed buildings and works to be constructed on the subject property, including paved parking and access areas, lighting, stormwater management features and landscaping. As noted by the condition established by the Committee of Adjustment, no vehicular accesses/driveways are

proposed to/from North Talbot Road. The proposed site plan control agreement further establishes that final details regarding the site will be required to be addressed and that prior to development proceeding a revised site plan (and amendment to the agreement) will be required. Having established that, the current site layout is of a sound design and supported by Town Administration.

Servicing

The subject property will be on full municipal services (sanitary, stormwater and water). Stormwater management for the first phase of the subject land is proposed to be managed through on-site stormwater management works that address both quality and quantity to ensure there are no adverse impacts on adjacent lands or upon the receiving municipal drainage system. When the ultimate stormwater management facilities are constructed and accessible with the development of the Del Duca industrial development, the proposed site plan agreement establishes that the subject lands will be required to connect stormwater generated on the property to the ultimate solution (i.e. a future storm sewer on the future road that will abut to the north).

A financial payment of \$7,382 is required by the proposed site plan control agreement for the existing sanitary service connection located at the 8th Concession Road and recently constructed by the Town for the benefit of the subject land.

Summary

The proposed site plan control agreement, as prepared by Mr. Edwin Hooker, Town Solicitor, containing the preliminary site plan attached thereto as Schedule "C", has been attached (see Attachment 3). On the basis of the rationale and unique "historical context" of this application as expanded upon in this Report, Town Administration along with the Town Solicitor recommends that Council execute the aforementioned proposed site plan control agreement.

CONSULTATIONS:

The application was reviewed at recent Planning Staff Review meeting(s) by:

Manager, Building Services/Chief Building Official
Director, Public Works and Environmental Services
Manager, Engineering Services
Town Solicitor

FINANCIAL IMPLICATIONS

There are no financial implications.

Planning and Building Services Report No. 34/17
 Site Plan Control Agreement
 Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
 Northeast Corner of North Talbot Road/8th Concession Road Intersection
 OUR FILE: D11 PANGEO
 December 12, 2017

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 ☐

Planning and Building Services Report No. 34/17
Site Plan Control Agreement
Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
Northeast Corner of North Talbot Road/8th Concession Road Intersection
OUR FILE: D11 PANGEO
December 12, 2017

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

Prepared by:

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

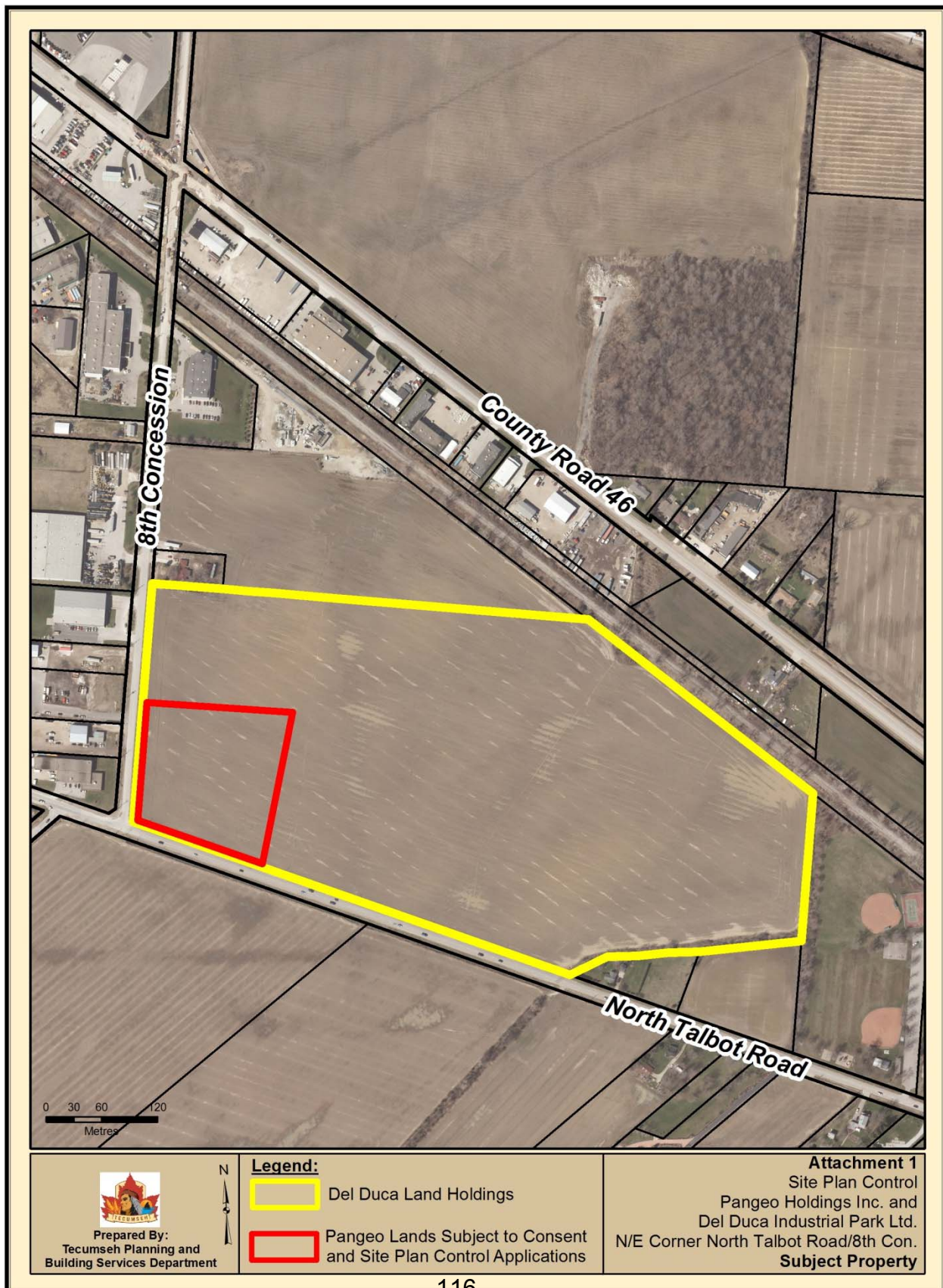
Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

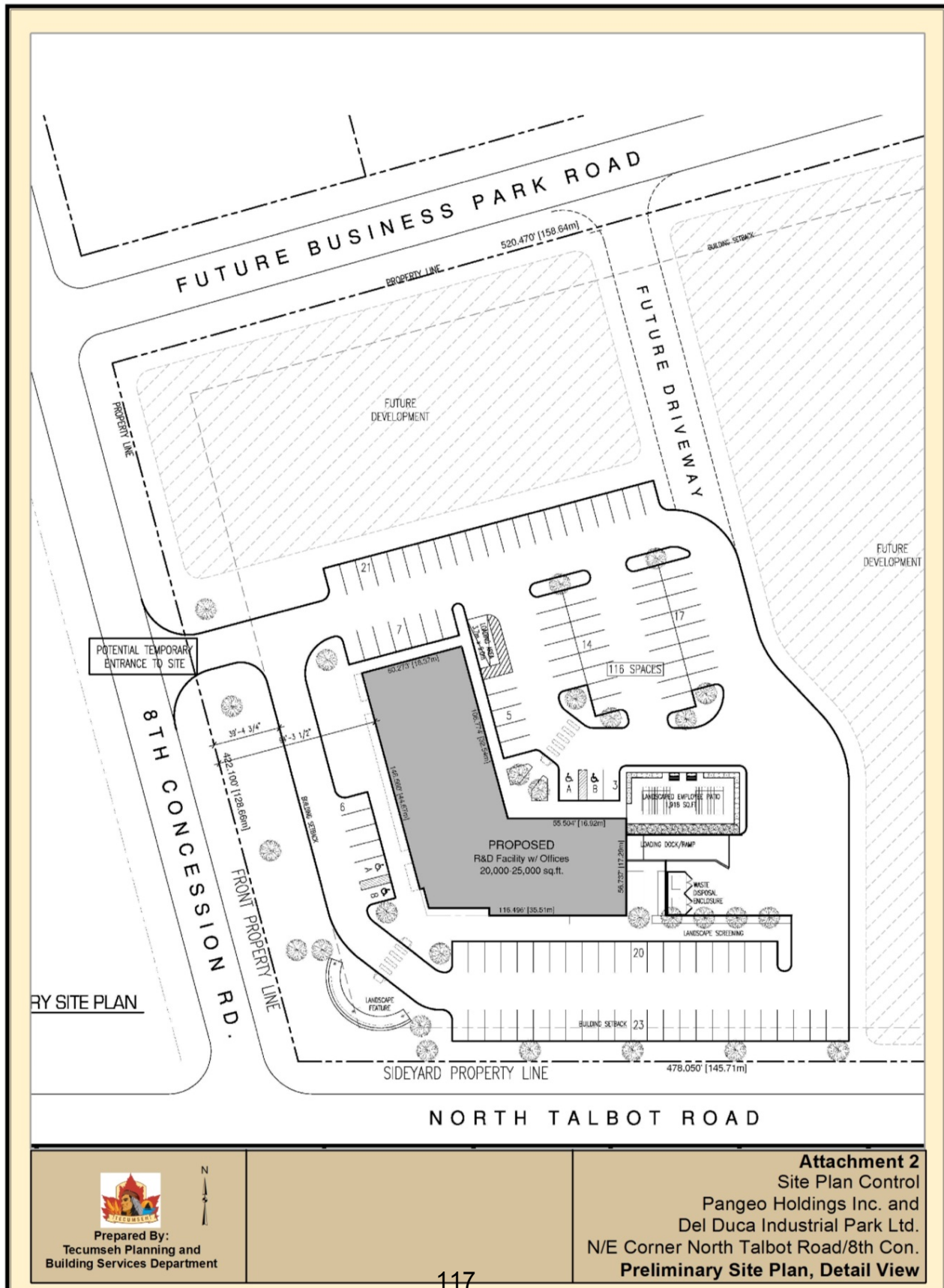
Attachment(s): 1. Property Location Map
 2. Preliminary Site Plan, Detail View
 3. Proposed Site Plan Control Agreement

File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning and Building Services Report 34-17 - D11 PANGEO - Pangeo and Del Duca northeast of 8th and NRT.docx)

Planning and Building Services Report No. 34/17
 Site Plan Control Agreement
 Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
 Northeast Corner of North Talbot Road/8th Concession Road Intersection
 OUR FILE: D11 PANGEO
 December 12, 2017



Planning and Building Services Report No. 34/17
 Site Plan Control Agreement
 Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
 Northeast Corner of North Talbot Road/8th Concession Road Intersection
 OUR FILE: D11 PANGEO
 December 12, 2017



Attachment 3
Site Plan Control
Pangeo Holdings Inc. and Del Duca Industrial Park Ltd.
Draft Site Plan Control Agreement

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Pangeo Holdings Inc.

-and-

Del Duca Industrial Park Ltd.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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- Schedule “B” – The Lands
- Schedule “C” – Preliminary Site Plan

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of December, 2017.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

DEL DUCA INDUSTRIAL PARK LTD.
hereinafter called the "**Owner**"

OF THE SECOND PART

-and-

PANGEO HOLDINGS INC.
hereinafter called the "**Future Owner**"

OF THE THIRD PART

HEREINAFTER collectively referred to as the "**Parties**"

RECITALS

WHEREAS the Owner owns certain lands situated within the corporate limits of the Municipality, described on Schedule A (herein "the Del Duca Lands");

AND WHEREAS the Owner applied to the Town's Committee of Adjustment ("the Committee") for a consent to sever the lands being more particularly described in Schedule "B" hereto (the "Lands") which consent ("Consent") was granted under decision B-01/17 dated January 24, 2017 ("the Decision") and which Decision contains certain conditions detailed on Schedule A of the decision (herein "the Consent Conditions");

AND WHEREAS the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

AND WHEREAS where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

AND WHEREAS as a Consent Condition it is required that the Owner enter into a Site Plan Control Agreement;

AND WHEREAS the Owner covenants and agrees to develop the Lands in accordance with this Agreement;

AND WHEREAS the Future Owner anticipates taking title to the Lands from the Owner upon finalizing the severance and will be assuming the obligations of the Owner at that time in accordance with this agreement to allow for a release of the Owner from such obligations;

AND WHEREAS it is a condition precedent to this agreement coming into force that the Ontario Municipal Board render a decision on the applications in Board Case No. PL160967 such that the proposed development of the Lands is, by not later than January 24, 2018, in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality.

WITNESSETH that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

In addition to persons in the employ of the Municipality, the Municipality shall, at its option and at the expense of the Owner, retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;
- b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

The Owner (and the Future Owner upon obtaining title to the Lands – see 2.1.5 below) makes the following covenants, all of which shall be carried out at the Owner's (Future Owner's) expense:

2.1.1 Owner to Provide

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached preliminary site plan set out in Schedule "C" (the Preliminary Site Plan). [[The parties understand and agree that further revisions as noted in 2.1.2 below (herein "Revisions") to the Preliminary Site Plan and the provisions of this Agreement will be required in advance of any development commencing on the Lands or any permit being issued under the Building Code Act, 1992, S.O. 1992, c. 23.

2.1.2 Revisions

The Revisions will be incorporated by way of an amendment to this Agreement or by execution of an Agreement replacing this Agreement (the final form of which Agreement

as amended or replaced is herein referred to as “the Revised Agreement”). It is anticipated that the following information and/or subject matter (without limiting the extent of the Revisions) will be required/detailed when finalizing the Revised Agreement:

1. Detailed provisions and/or plans addressing such matters as :
 - a. On site and off site servicing requirements/improvements (including without limitation, sanitary and storm sewers, waterlines, gas, and electrical) much of which will be detailed in a plan (“Site Services Plan”);
 - b. Drainage and/or Storm Water Management;
 - c. Lot Grading;
 - d. Lighting;
 - e. Landscaping;
 - f. Traffic signage;
 - g. Elevation;
 - h. Parking Areas and Access Driveways;
 - i. Entrances and Intersections;
 - j. Dirt, Debris and Refuse Collection and Enclosures;
 - k. Noise;
 - l. Obligations to Repair and Maintain including snow removal;
 - m. Surveyed reference plan to the extent any further easements or conveyances are identified in advance of finalizing the Revisions.
2. It is specifically contemplated that with regards to storm water management, the Revisions shall provide:
 - a. for an initial flow south from the Lands along Eight Concession Road while providing for a future re-direction and connection to flow north from the Lands to connect to the future storm water solution for the balance of the Del Duca Lands;
 - b. Otherwise incorporate or address those requirements detailed in item 10 ii) of the Consent Conditions;
 - c. A permit from the Ministry of Environment and Climate Change under section 53 of the Ontario Water Resources Act.

2.1.3 Construction and Maintenance

The Owner agrees that the development of the Lands shall be constructed and forever maintained in accordance with the Site Plan and site Services Plan and the Revisions;

2.1.4 The Development

The Owner shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement as may be subsequently amended upon completion and review to the satisfaction of the Town in its sole discretion of the Revisions.

2.1.5 Assumption by Future Owner/Release of Owner

It is further and expressly agreed that upon the Future Owner taking title to the Lands, the Future Owner shall be deemed to have assumed the Owner’s obligations under the Agreement and has been made a party to this Agreement to evidence its agreement to assume those obligations. Upon the Future Owner taking title to the Lands, the Owner is hereby released from any outstanding obligations under this Agreement.

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that:

- a) the Owner complete posting of any required security simultaneously with the execution of the Revised Agreement;
- b) the Ontario Municipal Board render a decision on the applications in Board Case No. PL160967 such that the proposed development of the Lands is, by not later than January 24, 2018, in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality

3.1.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Workers' Compensation Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;
- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan within SIX (6) months of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owner agrees to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of the Revised Agreement.

ARTICLE 4

PAYMENTS

4.1 COSTS

The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer and Solicitor. The Municipality shall deliver invoices to the Owner in a timely fashion payment for which shall be due immediately.

4.2 DEVELOPMENT CHARGES

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

4.3 FINANCIAL CONTRIBUTION FOR TRAIL

The Owner agrees to pay \$35,000.00 forthwith upon execution of this Agreement and in accordance with condition item 10 iii) of the Consent Conditions for the future construction of a 2.5 metre wide asphalt trail along the north side of North Talbot Road.

4.4 SERVICE CONNECTION COST

The Owner agrees to pay \$7,382.00 forthwith upon execution of this Agreement and in accordance with condition item 10 i) of the Consent Conditions for the existing sanitary service connection at 8th Concession Road and the Lands.

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance and in accordance with condition item 12 of the Consent Conditions the lands designated as Part 3 on Plan 12R- _____ (the Dedication) for road widening of North Talbot Road. It is hereby agreed that notwithstanding the Dedication is made for road widening, there will be no direct vehicular access to North Talbot Road due to the anticipated future construction of a trail within the Dedication and in accordance with condition item 10 iv) of the Consent Conditions. It is further acknowledged and agreed by the Owner that a by-law may be passed under section 35 of the Municipal Act, 2001, S.O. 2001, c. 25 contemporaneously with or following approval of the Site Plan and/or Revisions removing or restricting the common law right of access to North Talbot Road by the Owner and future owners of the Lands. The Owner hereby waives any claim of compensation in respect of the By-law whether by way of the Expropriations Act, R.S.O. 1990, c. E.26, injurious affection, tort, or otherwise and this agreement shall serve as a complete estoppel against and release of any such claim.

5.3 DAYLIGHT CORNERS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance and in accordance with condition items 8 and 9 of the Consent Conditions the lands designated as Part 2 and 4 on Plan 12R- _____ as daylight corners.

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owner shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount to be detailed in the Revised Agreement plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of:

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond).

Provided that in no event shall the Municipality be required to pay interest on this security.

6.2 RELEASE OF SECURITY

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

6.3 CONSTRUCTION LIENS

In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 6.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

Provided that in no event shall the Municipality be required to pay interest on this security.

6.4 INDEMNITY AND INSURANCE

The Owner shall indemnify and save harmless the Municipality, and the Essex Power Corporation, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Municipality's solicitor wherein the Owner, the Municipality, and the Essex Power Corporation, shall be insured as principals against such liability to the limits approved. The Owner shall provide the Municipality with a certified copy of such policy prior to the commencement of construction of any of the facilities and works referred to herein.

ARTICLE 7

DEFAULT

7.1 STOP WORK

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may be registered against the Lands, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owner, who shall be jointly and severally liable for the Owner's covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

8.2 CONSENT

The Owner hereby consents to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owner's expense.

8.3 MORTGAGEES

The Owner agrees to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

1577 Howard Avenue, P.O. Box 579, Windsor, ON N9A 6M6]

Communications sent to the Future Owner shall be addressed to:
3440 N Talbot Rd, Oldcastle, ON N0R 1L0.

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

9.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

9.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

9.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

9.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

9.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

9.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a

covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

9.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

9.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

9.12 ASSIGNMENT

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

9.13 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

9.14 SCHEDULES

Those Schedule marked as Schedule "C" has been signed by the parties and is on file with the Municipality. . A reduced copy of this schedule is annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

9.16 INDEPENDENT LEGAL ADVICE

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

SCHEDULE "A"

THE DEL DUCA LANDS

**Part Lot 11,
Concession 8,
Geographic Township of Sandwich South
Now in the Town of Tecumseh
County of Essex, Ontario
Designated as Parts 1 and 3 on Plan 12R-4966
Being all of PIN 75236-0265**

SCHEDULE "B"

THE LANDS

**Part Lot 11,
Concession 8,
Geographic Township of Sandwich South
Now in the Town of Tecumseh
County of Essex, Ontario**

**Designated as Part 1 on Plan 12R-_____ (see Plan File No. C-4066'A')
Being 2.1846 Ha at the north east corner of North Talbot Road and Eighth Concession
Road being part of PIN 75236-0265.**

To the extent that the reference plan is not registered describing the above parcel is not registered at the time of signing, the Owner irrevocably authorizes the Town's solicitor to insert an amended Schedule A, section 5.2 and section 5.3 into the signed document prior to registration to accord with the parcel's description on the reference plan as registered.



THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services
Report No. 35/17

TO: Mayor and Members of Council

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

DATE OF REPORT: December 6, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Site Plan Control
Inspect X Inc.
5575 Roscon Industrial Drive
OUR FILE: D11 5575ROS

RECOMMENDATIONS

It is recommended that:

1. “Overall Site Plan Layout - SPC1” and “Drainage, Grading and Pavement Plan - C1” as prepared by Aleo Associates Inc., attached to Planning and Building Services Report No. 35/17 as Attachments 2 and 3, which depict a 891 square metre (9,600 square foot) industrial addition, along with associated on-site works on a 0.48 hectare (1.1 acre) property located on the west side of the Roscon Industrial Drive (5575 Roscon Industrial Drive), **be approved**, subject to:
 - i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of ten thousand dollars (\$10,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner upon completion and final inspection of all obligations of the Owner as shown on the aforementioned plans

all of which is in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

BACKGROUND

The subject 0.48 hectare (1.1 acre) industrial property, located at 5575 Roscon Industrial Drive, is situated within the Oldcastle Business Park on the west side of Roscon Industrial (see Attachment 1). Inspect X Inc., a laser and optical inspection facility, currently operates from the site. An application for site plan approval has been filed to facilitate the construction of an 891 square metre (9,600 square foot) addition to the existing 459 square metre (4,940 square foot) industrial building, along with associated on-site works such as parking, curbing and stormwater management measures. The lands are subject to site plan control, in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. This property is located in an area of the Town that requires Council approval of

drawings only, without the need for a formal site plan control agreement. The attached Site Plan (see Attachment 2 and 2A) illustrates the proposed development of the site, including:

- an 891 square metre (9,600 square foot) industrial addition to the west end of the existing 459 square metre (4,940 square foot) building for a total building area of 1350 square metres (14,540 square feet);
- an expansion to the existing asphalted/curbed parking lot that will accommodate a total of 15 vehicles (including one handicap space); and
- stormwater management features and landscaped areas.

COMMENTS

Zoning

The subject property is zoned “Industrial Zone (M1)” in the Sandwich South Zoning By-law 85-18 (see Attachment 4). The proposed site plan complies with the regulations established by the “Industrial Zone (M1)”.

Servicing

The proposed addition will be serviced by municipal water and stormwater services. Sanitary servicing will be provided through an existing private on-site septic facility. The Owner has been advised that if upgrades to the existing private on-site septic facility are required to facilitate the expansion, approval of these upgrades by the Town’s Building Department will be required.

The proposed Drainage, Grading and Pavement Plan (see Attachment 3) along with the associated Stormwater Management Report have been reviewed and approved by Town Administration. It should be noted that the Owner will need to acquire a Certificate of Approval from the Ministry of the Environment and Climate Change for the proposed stormwater management works.

Summary

The proposed building addition and the associated on-site improvements such as parking, curbing, and stormwater management are being addressed by this site plan approval process.

As is the practice of the Town, a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the applicant are fulfilled. Town Administration has reviewed the proposal and believes it is of an acceptable design. Accordingly, Town Administration recommends that Council approve “*Overall Site Plan Layout - SPC1*” and “*Drainage, Grading and Pavement Plan - C1*” as prepared by Aleo Associates Inc, attached hereto as Attachments 2 and 3, respectively.

Planning and Building Services Report No. 35/17
 Site Plan Control
 Inspect X Inc.
 5575 Roscon Industrial Drive
 OUR FILE: D11 5575ROS
 December 12, 2017

CONSULTATIONS

The application was reviewed at recent Planning Staff Review meeting(s) by:

Manager, Building Services/Chief Building Official
 Director, Public Works and Environmental Services
 Manager, Engineering Services

FINANCIAL IMPLICATIONS

There are no financial implications.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

Planning and Building Services Report No. 35/17
Site Plan Control
Inspect X Inc.
5575 Roscon Industrial Drive
OUR FILE: D11 5575ROS
December 12, 2017

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

Prepared by:

Prepared by:

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

Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services

Reviewed by:

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

Recommended by:

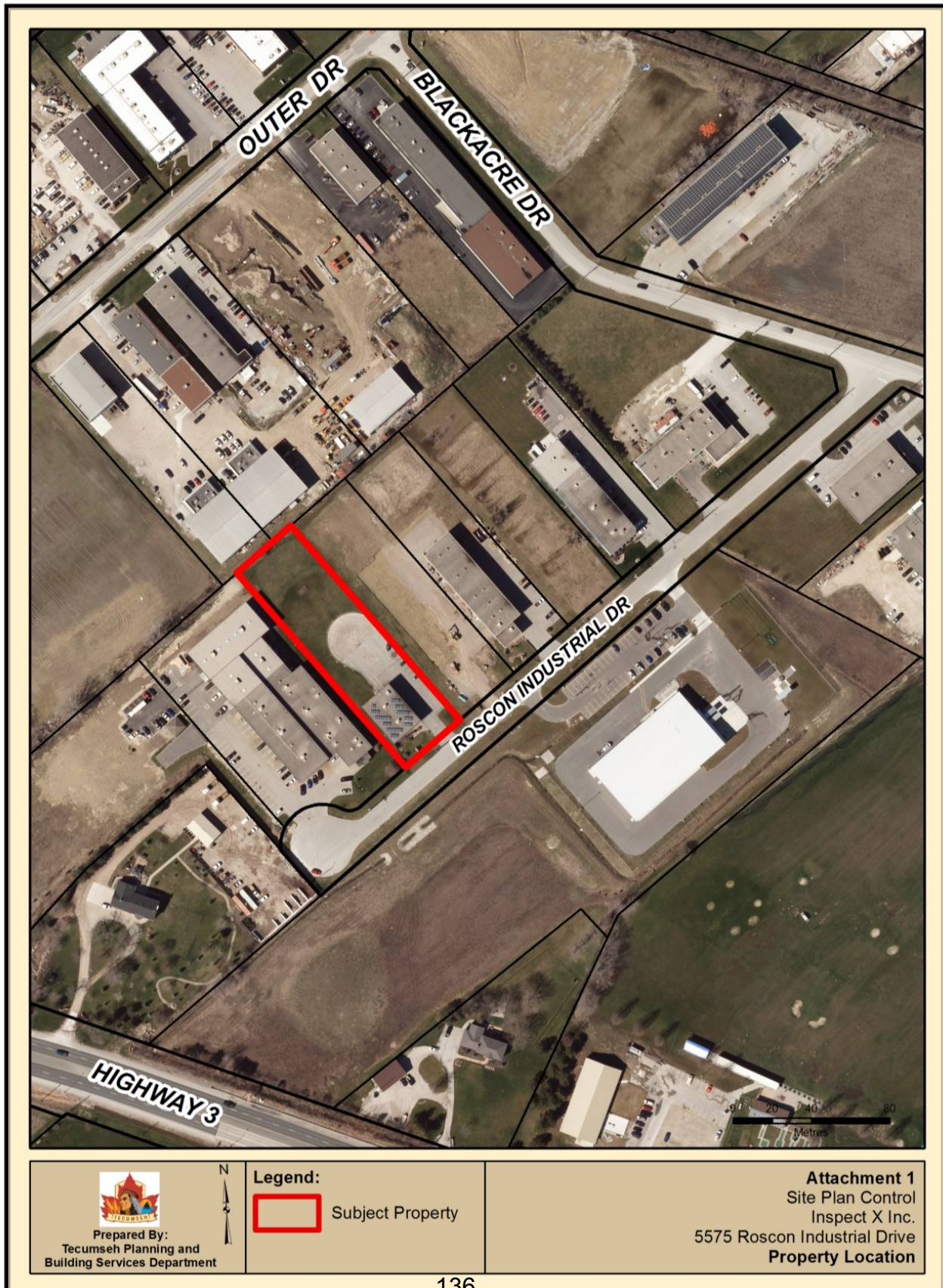
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

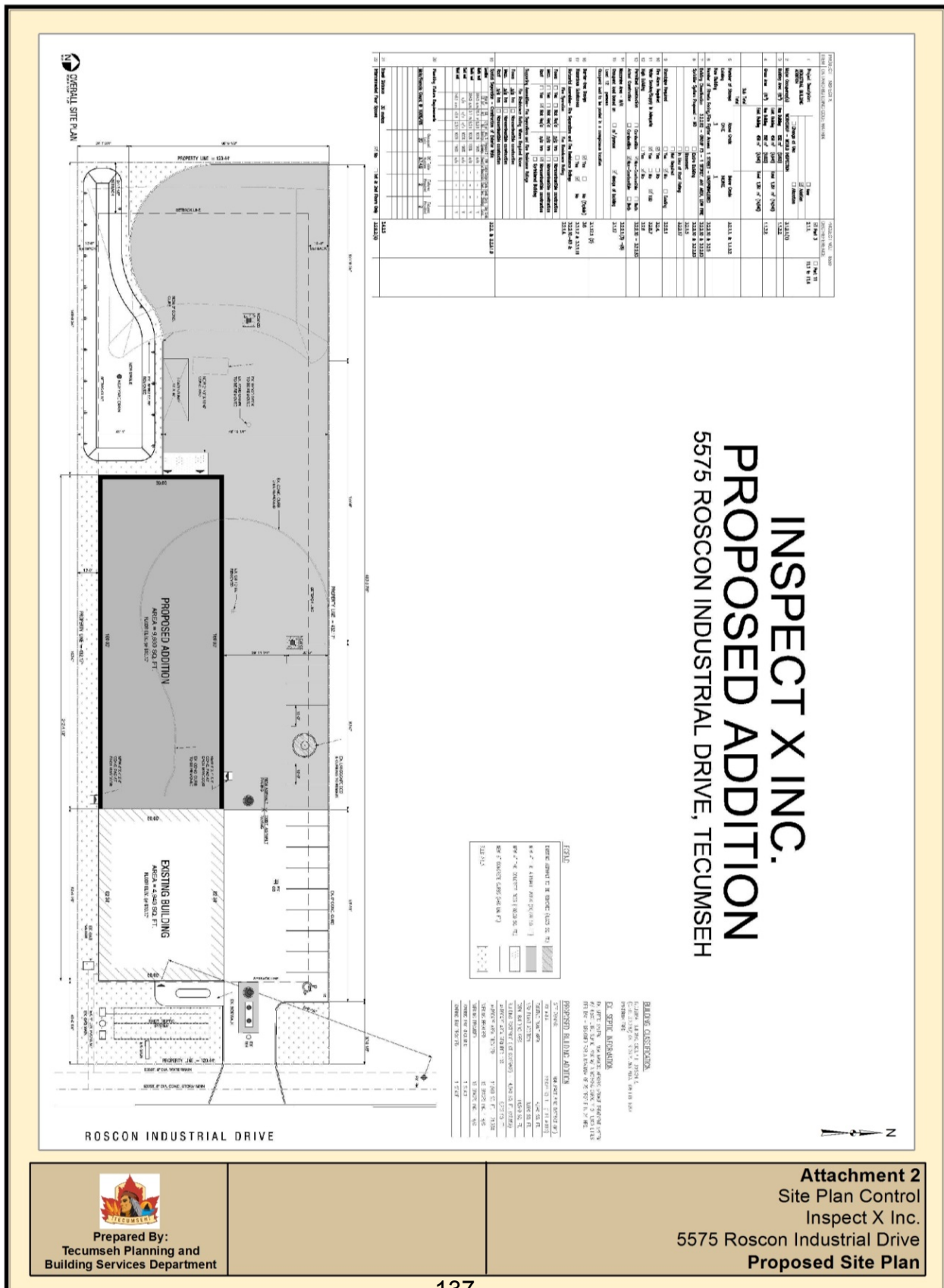
1. Property Location Map
2. Proposed Site Plan
- 2A Proposed Site Plan, Detail View
3. Proposed Drainage, Grading and Pavement Plan
4. Zoning Map

File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning Report 33-17 - D11HO - Home Hardware Amdnending Agreement.docx)

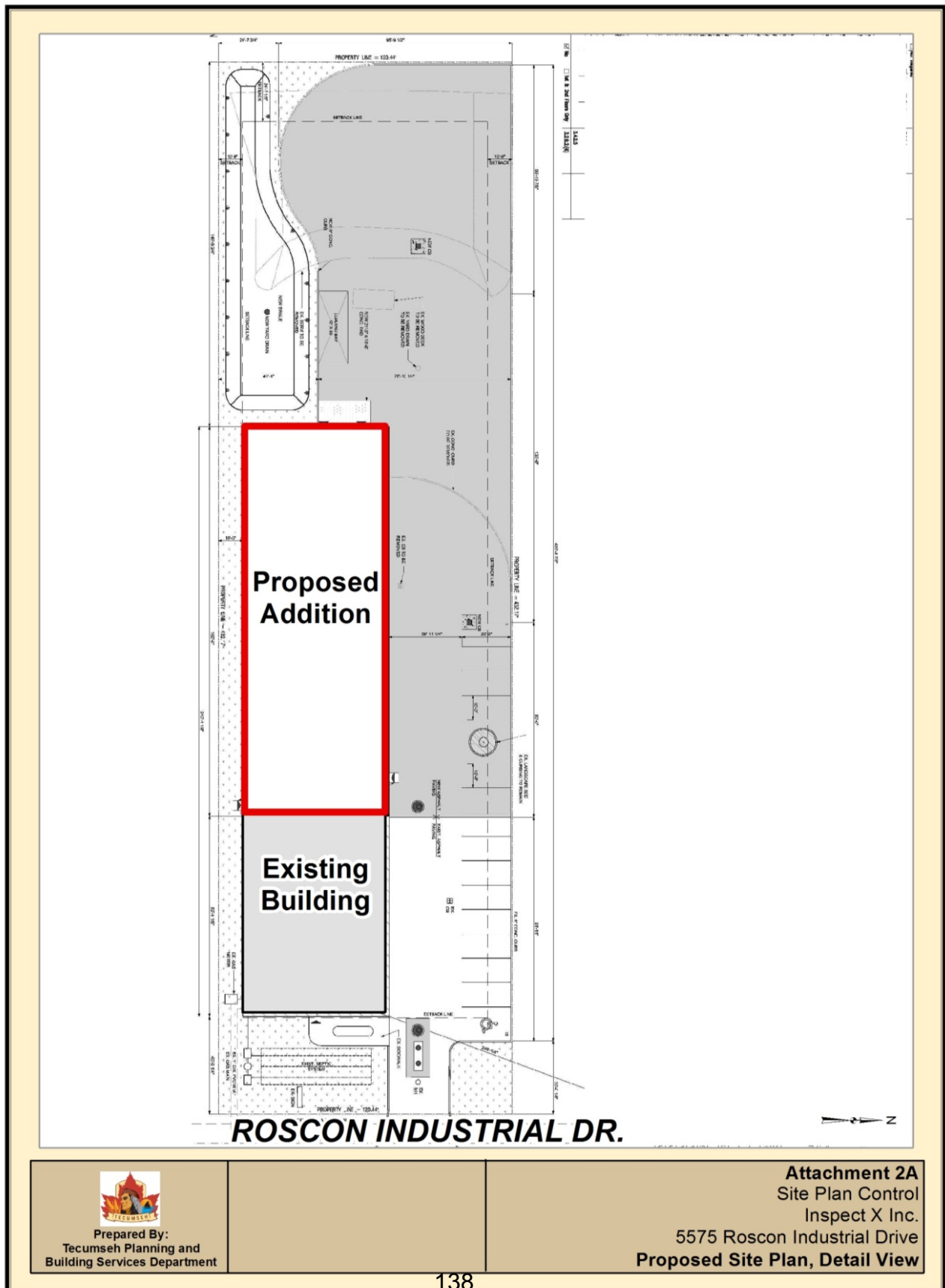
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 Site Plan Control
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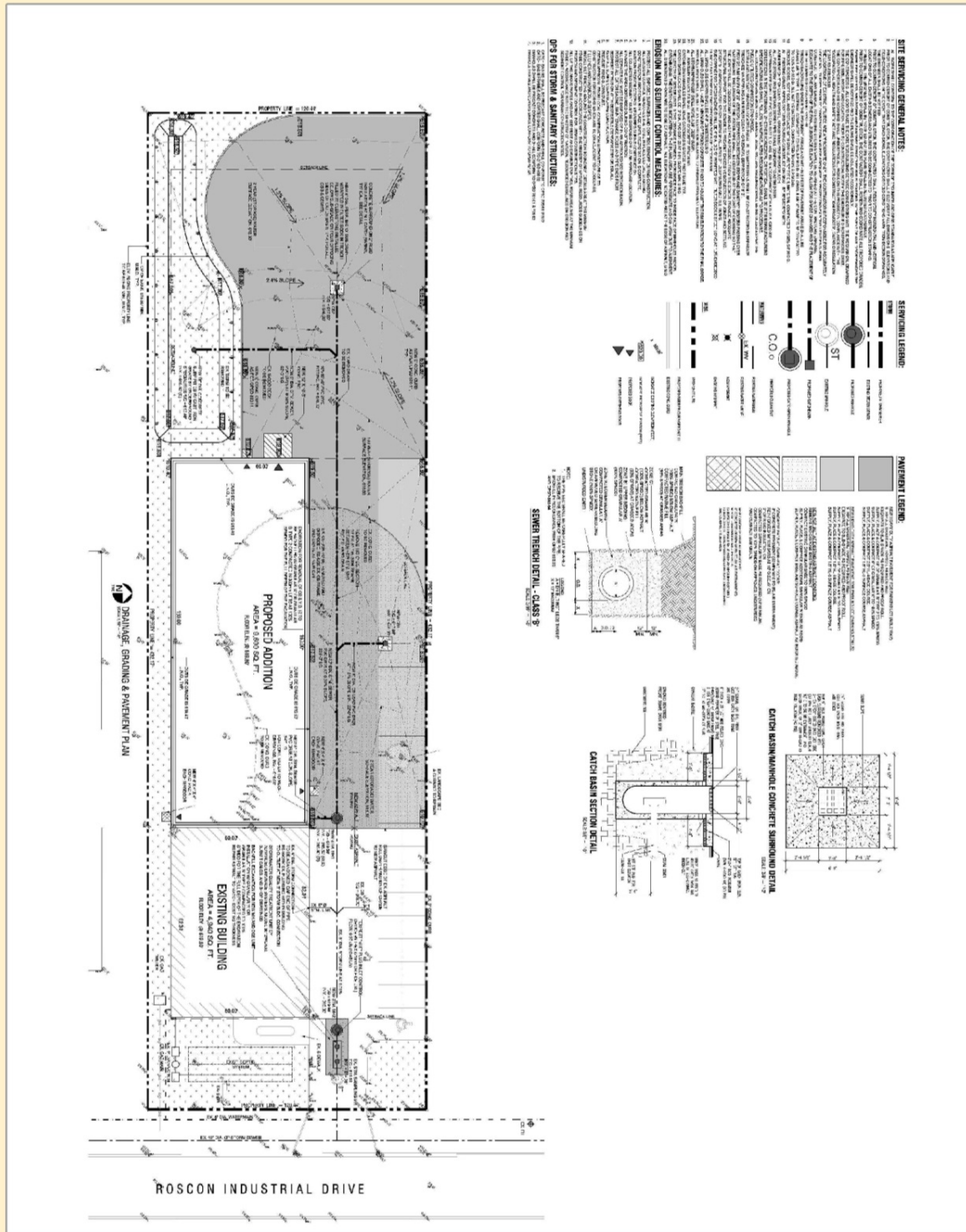
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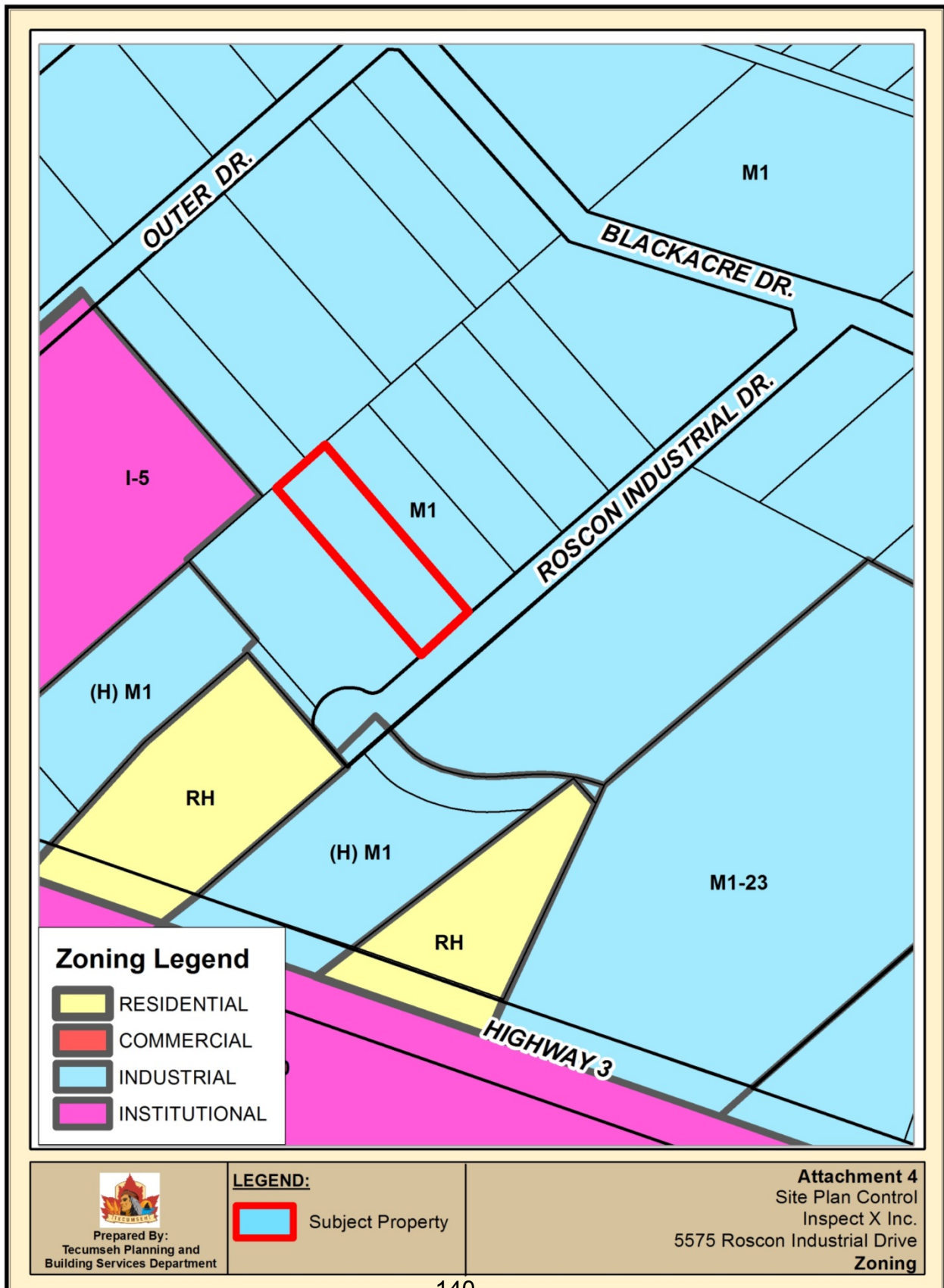
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Planning and Building Services Report No. 35/17
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 Inspect X Inc.
 5575 Roscon Industrial Drive
 OUR FILE: D11 5575ROS
 December 12, 2017





THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services
Report No. 36/17

TO: Mayor and Members of Council

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

DATE OF REPORT: December 6, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Site Plan Control
TRI-LIUNA Labourers' Local 625 Training Centre
2155 Fasan Drive
OUR FILE: D11 2155FAS

RECOMMENDATIONS

It is recommended that:

1. A by-law authorizing the execution of the *TRI-LIUNA Labourers' Local 625 Training Centre* Site Plan Control Agreement amendment, satisfactory in form to the Town's Solicitor, which allows for the construction of a 386 square metre (4,160 square foot) addition to an existing industrial building having an approximate area of 826 square metres (8,900 square feet), along with associated on-site works, on a 1.7 hectare (4.4 acre) property located on the south side of Fasan Drive (2155 Fasan Drive), **be adopted**, subject to the following occurring prior to the Town's execution of the Agreement:
 - i) The Owner executing the Site Plan Control Agreement amendment; and
 - ii) The Owner posting security for performance pursuant, as established in the Site Plan Control Agreement amendment.
2. The Mayor and Clerk **be authorized** to execute the Site Plan Control Agreement amendment, as attached hereto and/or in such modified version as may be approved by the Town's solicitor prior to execution and such further documents as are called for by the Site Plan Control Agreement amendment approved above including, but not limited to, the execution of the acknowledgement/direction required to register the Site Plan Control Agreement amendment on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the Site Plan Control Agreement amendment.

BACKGROUND

The subject 1.7 hectare (4.4 acre) industrial property, located at 2155 Fasan Drive, is situated within the Oldcastle Business Park on the south side of Fasan Drive immediately north of King's Highway

No. 3 (see Attachment 1). The TRI-LIUNA Labourers' Local 625 Training Centre operates from the existing 826 square metre (8,900 square foot) building located on the subject property. Recently, the owner filed an application for site plan control amendment in order to facilitate a 386 square metre (4,160 square foot) addition to the eastern portion of the existing building. The addition will be located in an area that is currently paved and occupied by trailers used for storage purposes. These trailers will be removed as part of the proposed addition. In addition, associated on-site works such as revisions to the existing driveway access and parking areas are proposed.

Specifically, the proposed site plan drawing (see Attachment 2) depicts:

- the 386 square metre (4,160 square foot) addition to the eastern portion of the existing 826 square metre (8,900 square foot) building for a total building area of 1212 square metres (13,060 square feet);
- new on-site concrete sidewalks that will service the proposed addition from the parking areas;
- revisions to the existing driveway access from Fasan Drive to better facilitate truck movements to/from the site;
- the replacement and relocation of the existing septic system to the front of the building; and
- the existing treed berm along the southern extent of the property, abutting Highway 3.

The Site Plan Agreement for this property is the standard agreement used for all development abutting Highway No. 3 in the Blackacre Industrial Park industrial subdivision. The agreement contains clauses that require the owner to protect and maintain the berm separating the subject property from Highway No. 3 to the south.

COMMENTS

Zoning

The subject property is zoned "Industrial Zone (M1-20)" in the Sandwich South Zoning By-law 85-18 (see Attachment 3). The proposed site plan complies with the regulations established by the "Industrial Zone (M1-20)".

Servicing

The proposed addition will be serviced by existing municipal water and stormwater services. Sanitary servicing will be provided through a new private on-site septic facility. The Owner has been advised that the new septic facility will need to be approved by the Town's Building Department.

It is the Town's understanding that there are no proposed changes to the existing on-site stormwater services, and as such approval from the Engineering Department as well as a Certificate of

Planning and Building Services Report No. 36/17
Site Plan Control
TRI-LIUNA Labourers' Local 625 Training Centre
2155 Fasan Drive
OUR FILE: D11 2155FAS
December 12, 2017

Approval from the Ministry of the Environment and Climate Change will not be required as part of this application.

Public Works and Environmental Services has advised that it has no concerns with the proposed development.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed Site Plan Control Agreement amendment will result in appropriate development that is compatible with the surrounding land uses and is based on sound land use planning principles. Town Administration has reviewed the proposed agreement and is prepared to recommend approval of the document and the attached drawing. Wolf Hooker Law Firm (Town Solicitor) has drafted the attached amending agreement (see Attachment 4, with site plan drawing attached thereto as Schedule B) which facilitates the aforementioned redevelopment on the property. As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

CONSULTATIONS

The application was reviewed at recent Planning Staff Review meeting(s) by:

Manager, Building Services/Chief Building Official
Director, Public Works and Environmental Services
Manager, Engineering Services

FINANCIAL IMPLICATIONS

There are no financial implications.

Planning and Building Services Report No. 36/17
 Site Plan Control
 TRI-LIUNA Labourers' Local 625 Training Centre
 2155 Fasan Drive
 OUR FILE: D11 2155FAS
 December 12, 2017

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 ☐

Planning and Building Services Report No. 36/17
Site Plan Control
TRI-LIUNA Labourers' Local 625 Training Centre
2155 Fasan Drive
OUR FILE: D11 2155FAS
December 12, 2017

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

Prepared by:

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

Prepared by:

Chad Jeffery, MA, MCIP, RPP
Manager, Planning Services

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

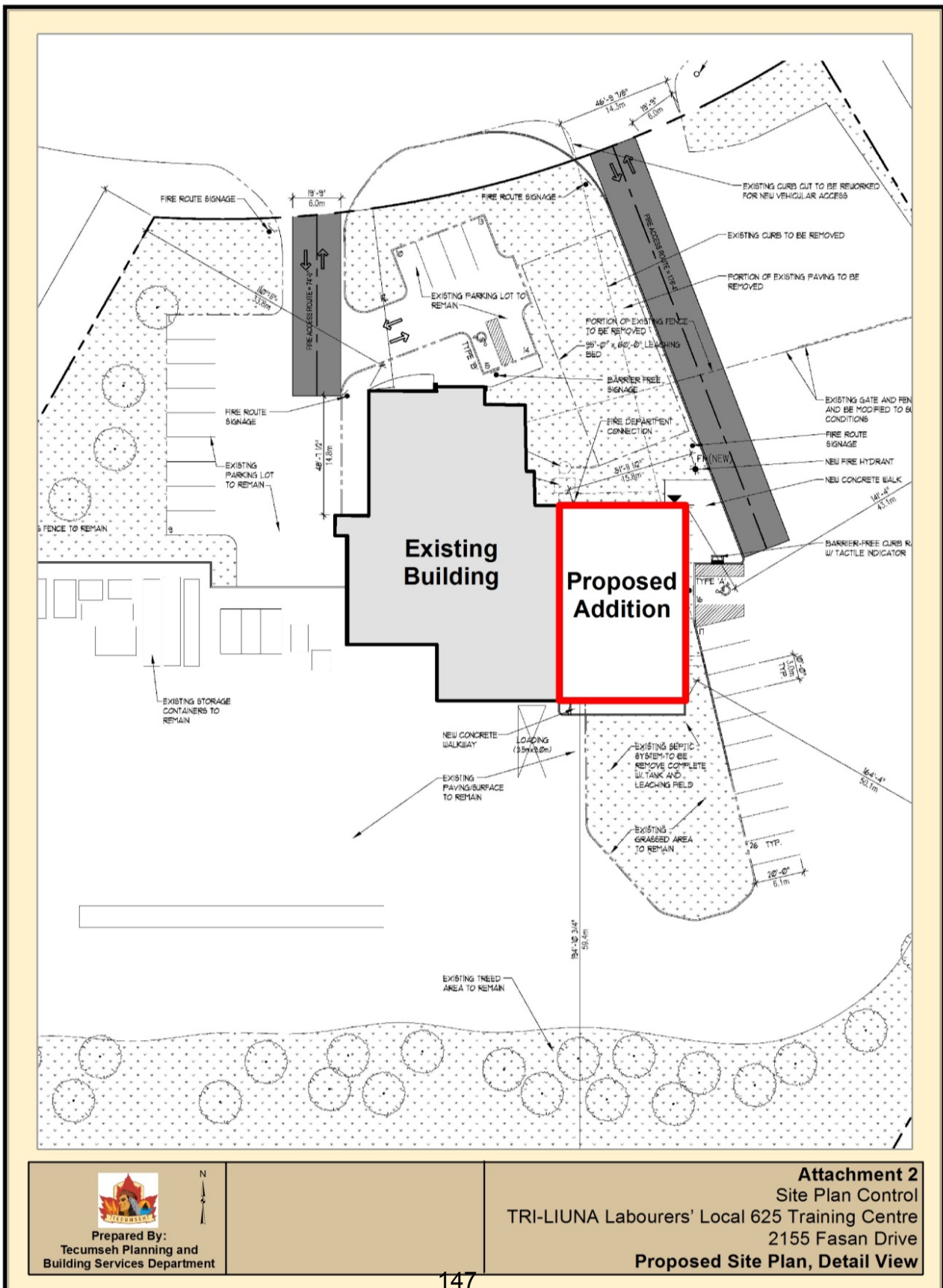
1. Property Location Map
2. Proposed Site Plan, Detail View
3. Zoning Map
4. Proposed Site Plan Control Agreement Amendment

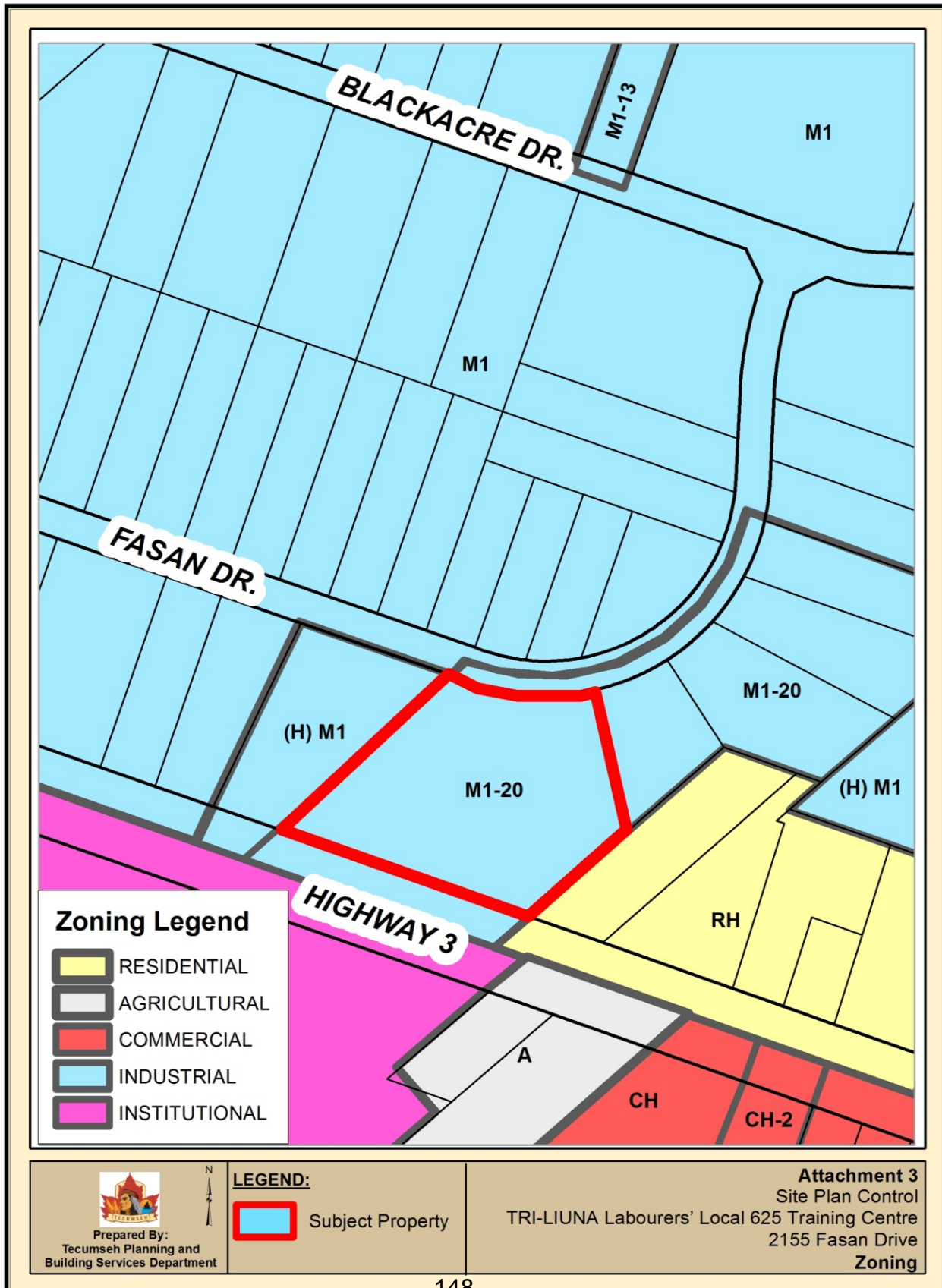
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Planning and Building Services Report No. 36/17
 Site Plan Control
 TRI-LIUNA Labourers' Local 625 Training Centre
 2155 Fasan Drive
 OUR FILE: D11 2155FAS
 December 12, 2017



Planning and Building Services Report No. 36/17
 Site Plan Control
 TRI-LIUNA Labourers' Local 625 Training Centre
 2155 Fasan Drive
 OUR FILE: D11 2155FAS
 December 12, 2017





Draft Site Plan Control Amending Agreement

THE CORPORATION OF THE TOWN OF TECUMSEH

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of December, 2017.

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the “Town”

Of the First Part,

- and -

TRI-LIUNA LABOURERS' LOCAL 625 TRAINING CENTRE
hereinafter called the “Owner”

Of the Second Part.

WHEREAS:

- 1) The Owner owns and has developed that certain parcel or tract of lands and premises, situate, lying and being in the Town of Tecumseh, and being more particularly described in Schedule “B” attached ;
- 2) A site plan control agreement (the “Original Site Plan Control Agreement” “Original Agreement”) between the Owner and The Town has been entered into, an execution copy of which was registered in the Land Registry Office for the Registry Division of Essex (No. 12) as instrument No. R1284103 on August 25, 1994 respecting said development;
- 3) The Town has enacted by-laws designating the subject lands as a site plan control area in pursuance of the Planning Act of Ontario and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, required that this agreement be entered into by virtue of subsection 41(7)(c) of the Planning Act;
- 4) The Original Agreement is hereby amended as set out herein, all of which is hereinafter referred to as “the Site Plan Agreement” and the amendment affects all of the lands described in Schedule “B” hereto, which lands are herein called the “subject lands”.
- 5) The Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of Five dollars (\$5.00) now paid by the Owner to the Town (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

- 1) Schedule “A” is hereby added to the Site Plan Control Agreement Amendment, the original of which has been signed by the parties and is on file with the town and a reduced copy of which is annexed hereto as Schedule “A” hereinafter “the Site Plan” and shall replace Schedule “A” of the Original Agreement.
- 2) The parties agree that paragraph 4 (b) of the Original Site Plan Control Agreement be and is hereby amended by deleting the words “subsection (11) of Section 41 of the Planning Act,

R.S.O. 1990, as amended, Section 325 of the Municipal Act” and replacing them with the words “Section 446 of the Municipal Act, 2001 S.O. 2001”.

3) The Owner shall, at its own expense, develop the Lands with the amenities, facilities, works, services and in accordance with each and every of the obligations described and set out in this agreement, the Original Agreement, and in accordance with the Site Plan (all of which are hereinafter collectively called the “Services”).

4) Security

4.1 The Owner agrees to provide contemporaneously with the execution hereof, a cash security deposit or irrevocable letter of credit (in form satisfactory to the Town) in the amount of \$10,000.00 to ensure that all of its obligations herein contained are completed to the satisfaction of the Town. The cash security deposit shall be returned to the Owner on completion to the satisfaction of the Town, and final inspection of the obligations of the Owner hereunder.

4.2 In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 4.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

4.3 The Owner acknowledges that it is the Owner's sole responsibility to ensure it has rights of access over abutting lands, as may be necessary, for the construction and/or maintenance of the structures placed on the Owner's lands and that neither execution of this Agreement or issuance of a Building Permit under the Building Code Act does not afford the Owner a right of access over abutting lands.

5) CONDITIONS

5.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

- a) Security for performance is posted pursuant to Paragraph 4.1;
- b) Construction lien deposit pursuant to Paragraph 4.2 if applicable;

5.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Workers' Compensation Board Clearance Certificate issued if required;
 - b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
 - c) Due registration against the title of the land of this Agreement;
 - d) Postponement to this Agreement by all encumbrances;
 - e) Receipt of the opinion of the Owner's lawyer confirming 5.2(c) and 5.2(d) if required by the Town;
- 6) The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

- 7) The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the owner in a timely fashion payment for which shall be due immediately.
- 8) In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.
- 9) The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 427 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorizes the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.
- 10) Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement shall be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.
- 11) The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense.
- 12) The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.
- 13) The owner agrees to sign Local Improvement petitions for, and agrees not to oppose, any municipal services proposed by the Municipality to be constructed pursuant to
 - a) the provisions of the Municipal Act S.O., 2001, c.25, including but not limited to Ontario Regulation 119/03, or
 - b) the Drainage Act of Ontario R.S.O. 1990 c.D.17 and amendments thereto, which shall directly or indirectly benefit the lands.
- 14) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Original Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.
- 15) In the event of conflict between this amending agreement and the Site Plan Agreement, the terms of this Agreement shall govern.

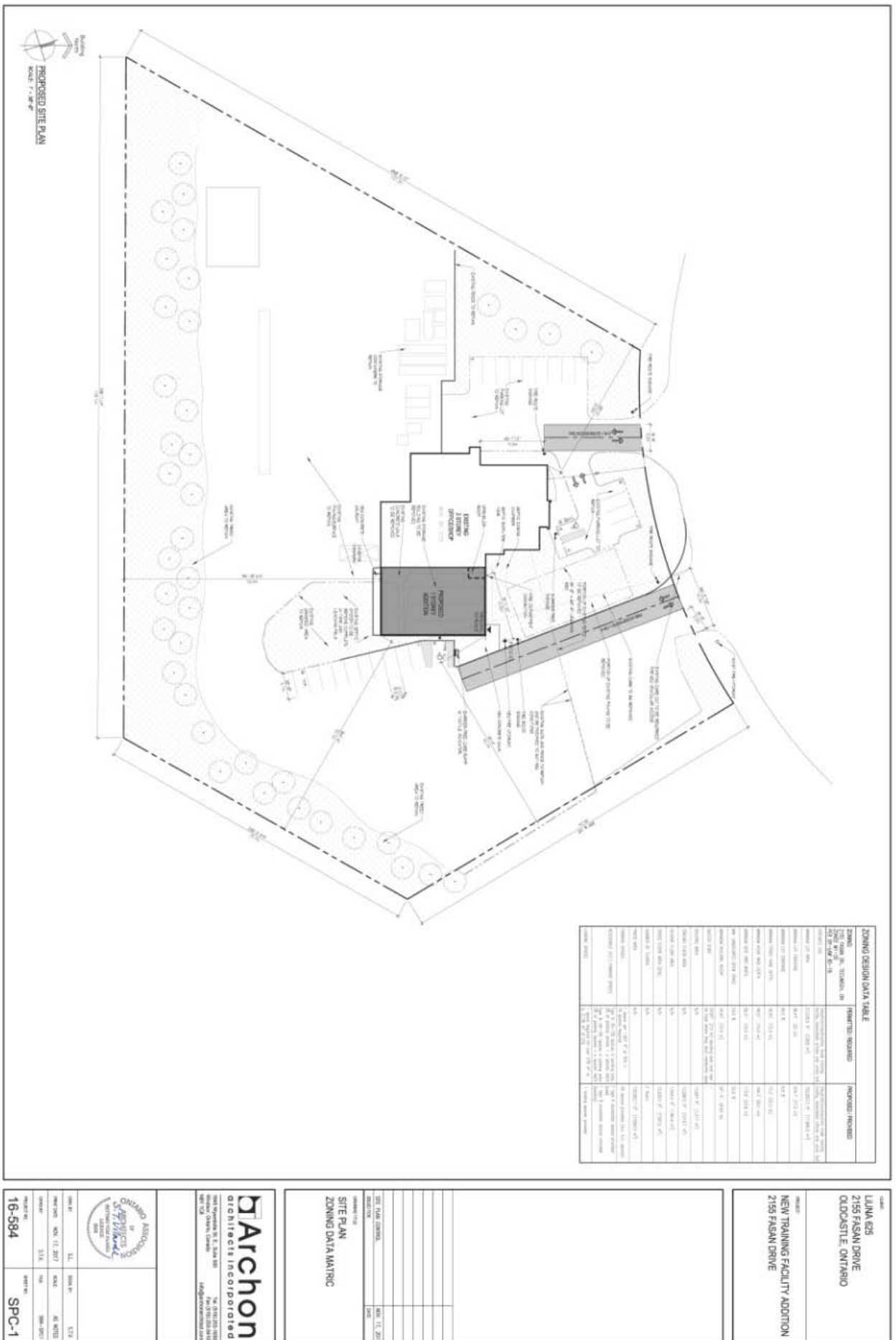
16) This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the said parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

| | | |
|------------------------------|---|--|
| Signed, sealed and delivered |) | THE CORPORATION OF THE |
| |) | TOWN OF TECUMSEH |
| in the presence of: |) | |
| |) | Per:_____ |
| |) | Name: Gary McNamara |
| |) | Title: Mayor |
| |) | c/s |
| |) | Per:_____ |
| |) | Name: Laura Moy |
| |) | Title: Clerk |
| |) | |
| |) | TRI-LIUNA LABOURERS' LOCAL 625 |
| |) | TRAINING CENTRE |
| |) | |
| |) | Per:_____ |
| |) | Name: Robert Petroni |
| |) | Title: Authorized Signing Officer c/s |
| |) | "I have authority to bind the Corporation" |

Schedule "A"

Site Plan



Schedule “B”
Subject Lands

Legal Description: Part S1/2 Lot 304 Con. NTR Sandwich East Pat 57 & 58 Plan 12R-10334
 s/t R1111082; Tecumseh

PIN: 70621-0164



THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services
Report No. 37/17

TO: Mayor and Members of Council

FROM: Michael Voegeli, Manager Building Services and Chief Building Official

DATE: December 04, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: 2017 Nine Month Permit Report

RECOMMENDATIONS

It is recommended that:

1. Planning and Building Services Report No. 37/17, "2017 Nine Month Permit Report", **be received.**

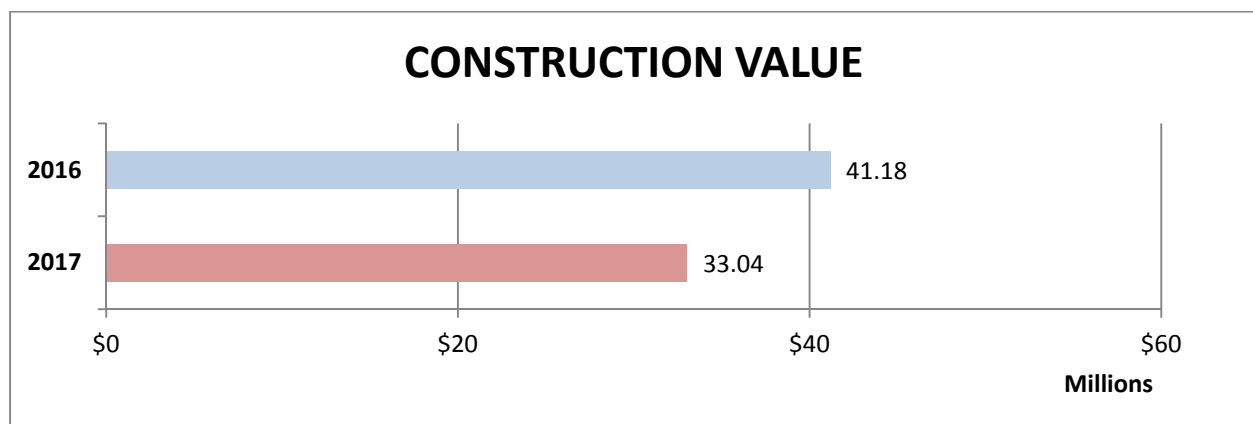
BACKGROUND

This Report summarizes the permits issued for the first nine months of 2017 (January-September) and compares the values of the same period of the previous year.

COMMENTS

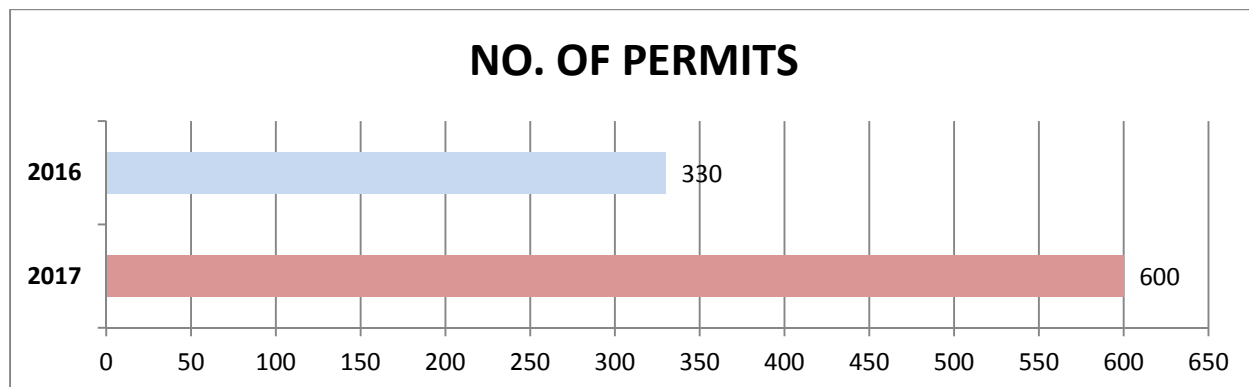
1. Construction Value:

The following chart summarizes the reported construction value of permits for the period. Construction value is down by \$8,142,751 or 20 percent over last year. This is due in part to a decrease in new residential construction over the previous year.



2. Number of Permits:

The following chart summarizes the number of permits issued for the period. The number of permits is up by 270. This is due in part to the issuance of 233 backwater valve permits for the period.



3. Permit Types:

The following chart summarizes the number of permits issued by type for the period. A total of 33 new dwelling unit permits were issued, which resulted in 45 new residential units. For the same period last year there were 75 new residential units.

| Permit Activity | | |
|--|---------------|---------------|
| Types of Permits | No of Permits | |
| | 2017 | 2016 |
| New Residential Buildings | 33 | 41 |
| New Multi-Residential Buildings | 2 (12 units) | 34 (34 units) |
| Residential Additions and Improvements | 341 | 93 |
| New Non-Residential Buildings | 10 | 6 |
| Non-Residential Additions and Improvements | 57 | 37 |
| Swimming Pools | 50 | 40 |
| Lot Grading | 4 | 0 |
| Fences | 45 | 41 |
| Signs | 9 | 13 |
| Portable Signs | 37 | 20 |
| Demolitions | 12 | 5 |
| Totals | 600 | 330 |

CONSULTATIONS

None.

FINANCIAL IMPLICATIONS

Total revenue for the period is \$351, 862 which is \$27,862 or 8.6 percent higher than the budgeted amount of \$324,000.

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:

Michael Voegeli,
Manager, Building Services,
Chief Building Official

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

MWV



THE CORPORATION OF THE TOWN OF TECUMSEH

Planning and Building Services

Report No. 38/17

TO: Mayor and Members of Council

FROM: Michael Voegeli, Manager of Building Services, Chief Building Official

DATE OF REPORT: December 06, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: New Building By-law and Permit Fee Report

RECOMMENDATIONS

It is recommended that:

1. Planning and Building Services Report No. 38/17, " New Building By-law and Permit Fee Report", be received.
2. The scheduling of a public meeting, to be held on Tuesday, January 30, 2018 at 6:00 pm, in accordance with the requirements of *The Building Code*, to receive comments from the public regarding the proposed building permit fee rates, be authorized.

BACKGROUND

Section 7 of the Building Code Act gives the municipality the authority to pass a by-law regarding permit applications, permits, inspections, the establishment of permit fee rates and related matters. This by-law is commonly referred as the "Building By-law".

The Town's current "Building By-law", By-law 2004-037 has been in place since 2004 and has not been amended. The current permit fee rates have not increased or changed since originally implemented some 13 years ago.

In order to change permit fees, and make some administrative and Building Code related changes, the by-law is proposed to be replaced with a new "Building By-law".

COMMENTS

Proposed New Building By-law

The following is a summary of the provisions of the proposed new "Building By-law".

- a) Prescribing different classes of permits such as Building Permits, Demolition Permits, Conditional Permits, Sewage System Permits and Change of Use Permits.
- b) Requiring the filing of specific application forms together with certain types of plans and documents in order to obtain a permit.
- c) The establishment of new permit fee rates.
- d) Requiring the payment of permit fees for different classes of permits and types of construction projects.
- e) Requiring the payment of either the permit fee or a filing fee when applying for a permit, with the balance of any outstanding permit fee to be paid when the permit is issued.
- f) Requiring the payment of an additional fee for projects that have been started before a permit has been issued. The addition fee \$500 or the applicable permit fee, whichever is less.
- g) Requiring that a 24 hour notice be given to the municipality for the purpose of conducting mandatory inspections.
- h) Granting the Chief Building Official the authority to enter into Conditional Permit agreements.
- i) Granting the Chief Building Official the authority to enter into a service agreements with Registered Code Agencies for providing inspection services when required.
- j) Requiring as-built drawings to be submitted if required by the Chief Building Official.
- k) Allowing Permits to be transferred to new property owners.
- l) Providing the refunding of a percentage of permit fees if permits are cancelled or revoked.
- m) Requiring construction sites to be fenced if required by the Chief Building Official.
- n) Prescribing a Code of Conduct that is to be followed by Building Inspectors and the Chief Building Official.

Proposed New Permit Fees

The proposed by-law includes a new permit fee rate schedule for different classes of permits and various types of construction projects. Under Subsection 7(2) of the Building Code Act, the municipality is permitted to charge permit fees, provided the fees do not exceed the anticipated reasonable costs to administer and enforce the Act. In order to determine the reasonable costs, a financial review of the Building Department was undertaken. The review was conducted for a 10 year period from 2007 until the end of 2016. A summary of the results of the financial review are as follows:

- a) The historical 10 year average yearly permit fee revenue for the period is \$258,006. Revenue from fees for grading, fence and sign permits was not included as permit fee revenue. These permits are issued under by-laws under the Municipal Act and any fees for these permits are not subject to the Building Code Act (See Table 1).
- b) The overall cost for running the Building Department in 2016 was \$431,598. This includes the direct cost of \$393,641 and the indirect cost of \$37,957 (See Table 1).
- c) The direct cost is the yearly operating cost which includes expenses such as wages, benefits, legal costs, fuel, supplies and equipment etc.
- d) The indirect cost is an allocation of the yearly estimated costs of other departments that provide support to the Building Department, the facility cost (utilities, janitorial and maintenance) and the vehicle replacement cost (See Table 2).
- e) The overall cost in 2016 is reduced to \$366,858 to reflect the estimated cost which is recoverable by permit fees under the Building Code Act. Since the Building Department was responsible for other matters, such as by-law enforcement, grading, fence and sign permits, it is estimated that 85% of the Department's time was spent on building permit administration, enforcement and related matters. Therefore the net overall cost is an allocation of 85% of the actual cost, which equates to \$366,858 (See Table 1).
- f) Based on this analysis, revenue from the current permit fees is not sufficient to cover the allocated overall cost of building permit administration and enforcement. Over the 10 year period, every year with the exception of 2014 and 2015, permit fees collected resulted in a deficit. The historical 10 year average shows a deficit of \$34,587 with an accumulated deficit of \$345,689 (See Table 1). On average the overall cost of operating the Building Department has increased by approximately 3.2 percent per year.
- g) In order to help reduce the deficit, permit fee rates need to be increased. Under the Building Code Act, permit fees can be increased to any amount provided that the fees do not exceed the anticipated reasonable costs to administer and enforce the Act. Administration recommends that the new permit fee rates should be competitive and comparable with rates charged by the surrounding municipalities.
- h) An average 20 percent increase in permit fees rates is recommended since they would be comparable with permit fee rates charged by the other municipalities in Essex County and the City of Windsor (See Table 3)
- i) Table 4 shows the results of increasing permit fee rates for the historical 10 year average permit activity. The increased rates results in an increase in revenue of approximately \$51,588 which is \$17,001 greater than the historical 10 year average deficit of \$34,587. The surplus recovery of \$17,001 will serve to reduce the accumulated deficit. At the rates proposed, it would be approximately 20 years to eliminate the \$345,689 accumulated deficit.
- j) If permit fee revenue exceeds the overall cost to administer and enforce the Act, the excess revenue would be transferred to a reserve account. This reserve account will be used to offset the Department's cost when revenue is reduced because of lower permit activity.

- k) Table 3 shows the proposed permit fee rates for different classes of permits and various types of construction projects. It compares them with the current permit fee rates. All permit fees rates have been increased generally by 20 percent so that they are compatible with permit fee rates of the other municipalities in Essex County and the City of Windsor, while also being in accordance with the Building Code Act.
- l) Table 5 shows the proposed permit fee rates for major building types and compares them with the permit fee rates of the other municipalities in Essex County and the City of Windsor..
- m) Table 6 shows some sample permit fee calculations using the proposed permit fee rates for typical construction projects. It compares the Tecumseh permit fees with the permit fees that are currently being charged by the other municipalities in Essex County and the City of Windsor.

Public Meeting

Subsection 1.9.1.2 of Division C of the Building Code requires that before there can be a change to a permit fee, Council must hold a public meeting. A minimum of 21 days' notice must be given to the general public and every person or organization that has requested to be notified within the last 5 years. The Town has not received any requests from any persons or organizations within the last 5 years, so only the general public need to be notified.

The notice is required to contain information regarding the estimated costs of administering and enforcing the Building Code Act, the proposed permit fee rates and the rationale for changing the permit fee rates, or indicate that such information will be available to the public at no charge.

To notifying the general public, a notice of public meeting to be held on January 30, 2018 will be posted on Town's website and Facebook page.

CONSULTATIONS

Financial Services has been consulted.

FINANCIAL IMPLICATIONS

It is projected that the proposed permit fee rates should increase annual permit fee revenue by approximately \$51,588 on average.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☐

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Michael Voegeli,
Manager, Building Services,
Chief Building Official

Reviewed by:

Reviewed by:

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

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment(s):

Table 1 - Overall Costs Vs Permit Fee Revenue (2007-2016)

Table 2 – Indirect Costs (2016)

Table 3 - Proposed Permit Fee Rates

Table 4 – Projected Permit Revenue

Table 5 – Comparative Permit Fee Rates For Major Projects

Table 6 - Comparative Sample Permit Fees For Major Projects

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TABLE 1 - OVERALL COSTS vs PERMIT FEE REVENUE (2007-2016)

| | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | Totals | 10 Year Average |
|---|----------------|-----------------|-----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|------------------|-----------------|
| REVENUES | | | | | | | | | | | | |
| Grading Permits Fees | 100 | 300 | 600 | 700 | 400 | 200 | 200 | 1,000 | 600 | 300 | 4,400 | 440 |
| Fence Permits Fees | 740 | 600 | 760 | 740 | 1,060 | 600 | 880 | 720 | 840 | 920 | 7,860 | 786 |
| Sign Permits Fees | 5,220 | 4,950 | 4,050 | 4,390 | 3,050 | 3,050 | 3,400 | 2,400 | 3,150 | 2,550 | 36,210 | 3,621 |
| Pool Permits Fees | 6,780 | 4,945 | 3,515 | 5,425 | 6,485 | 5,670 | 6,208 | 6,563 | 5,928 | 6,298 | 57,817 | 5,782 |
| Building Permit Fees | 224,549 | 106,534 | 125,273 | 278,252 | 256,703 | 220,671 | 254,418 | 277,776 | 391,827 | 329,720 | 2,465,723 | 246,572 |
| Septic Permit Fees | 8,018 | 3,851 | 3,885 | 5,417 | 206 | 5,793 | 5,995 | 6,489 | 8,320 | 8,550 | 56,524 | 5,652 |
| Total Revenue (All Permits) | 245,407 | 121,180 | 138,083 | 294,924 | 267,904 | 235,984 | 271,101 | 294,948 | 410,665 | 348,338 | 2,628,534 | 262,853 |
| Total Building, Pool & Septic Permit Revenue | 239,347 | 115,330 | 132,673 | 289,094 | 263,394 | 232,134 | 266,621 | 290,828 | 406,075 | 344,568 | 2,580,064 | 258,006 |
| COSTS | | | | | | | | | | | | |
| * Net Direct Costs | 247,615 | 253,552 | 257,094 | 263,049 | 265,307 | 215,701 | 243,637 | 251,184 | 298,591 | 334,595 | 2,630,327 | 263,033 |
| * Net Indirect Costs | 26,997 | 27,537 | 28,087 | 28,649 | 29,222 | 29,806 | 30,403 | 31,011 | 31,631 | 32,263 | 295,605 | 29,561 |
| Total Overall Costs | 274,612 | 281,088 | 285,182 | 291,698 | 294,529 | 245,508 | 274,040 | 282,195 | 330,222 | 366,858 | 2,925,933 | 292,593 |
| SURPLUS/DEFICIT | -35,265 | -165,758 | -152,509 | -2,604 | -31,135 | -13,374 | -7,419 | 8,633 | 75,853 | -22,290 | -345,869 | -34,587 |

* Net Direct and Indirect Costs are 85% of the Department's costs that are attributed to the permit administration and enforcement

TABLE 2 – INDIRECT COST (2016)

| Indirect Cost - Other Departments | Net Expenditures | Approx. Hours Per Year | Percent Per Year | Yearly Cost |
|---|------------------|---------------------------------|--------------------------|---------------|
| CAO | 518,640 | 6 | 0.33% | 1,710 |
| Clerks | 294,611 | 12 | 0.66% | 1,942 |
| Council | 303,870 | 1 | 0.05% | 167 |
| Engineering | 50,000 | 52 | 2.86% | 1,429 |
| Finance | 812,788 | 26 | 1.43% | 11,611 |
| IT | 388,958 | 26 | 1.43% | 5,557 |
| Planning | 406,634 | 52 | 2.86% | 11,618 |
| | | | TOTAL | 34,034 |
| | | | | |
| Indirect Cost - Facility Cost | Net Expenditures | Overall Sq. Ft. Cost (13000 sf) | Building Dept. Area (sf) | Yearly Cost |
| Hydro & Water | 25,700 | 1.98 | 248 | 490 |
| Janitorial Services | 4,500 | 0.35 | 248 | 86 |
| Maintenance Services | 9,300 | 0.72 | 248 | 177 |
| Maintenance Supplies | 5,000 | 0.38 | 248 | 95 |
| Natural Gas | 3,900 | 0.30 | 248 | 74 |
| | | | TOTAL | 923 |
| | | | | |
| Indirect Cost - Replacement Vehicle Cost | Replacement Cost | No. of Years | | Yearly Cost |
| Pickup Truck | 30,000 | 10 | | 3,000 |
| | | | TOTAL | 3,000 |
| | | | GRAND TOTAL | 37,957 |
| | | 85 % ALLOCATION | | 32,263 |

TABLE 3 – PROPOSED PERMIT FEE RATES

| No. | PERMIT CLASSIFICATION/DESCRIPTION | CURRENT RATE | PROPOSED RATE | RATE TYPE | INCREASE |
|-----|--|--------------|--|-----------------------------|----------|
| 1 | Residential (Group “C” occupancies as set out in the Ontario Building Code) | \$ 0.90 | \$ 1.05 | per gross square foot | 17% |
| 2 | Industrial (Group “F” occupancies as set out in the Ontario Building Code) | \$ 0.70 | \$ 0.85 | per gross square foot | 21% |
| 3 | Commercial (Group “D & E” occupancies as set out in the Ontario Building Code) | \$ 0.85 | \$ 1.05 | per gross square foot | 24% |
| 4 | Assembly (Group “A” occupancies as set out in the Ontario Building Code) | \$ 0.85 | \$ 1.05 | per gross square foot | 24% |
| 5 | Institutional (Group “B” occupancies as set out in the Ontario Building Code) | \$ 0.85 | \$ 1.05 | per gross square foot | 24% |
| 6 | Alterations or Work Not Specifically Listed (per \$1000 value of construction) | \$ 10.00 | \$ 12.00 | per gross square foot | 20% |
| 7 | Residential Garages & Accessory Structures | \$ 0.40 | \$ 0.48 | per gross square foot | 20% |
| 8 | Farm Buildings (as set out in the Ontario Building Code) | \$ 0.20 | \$ 0.25 | per gross square foot | 25% |
| 9 | Tents | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 10 | Demolitions | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 11 | Sanitary & Storm Sewers | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 12 | Plumbing Systems | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 13 | Heating, Cooling & Ventilation Systems | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 14 | Sewage Systems (Septics) | \$ 713.00 | \$ 825.00 | flat fee | 16% |
| 15 | All Other Projects Not Listed (per \$1,000 of construction value) | \$ 0.10 | \$ 0.12 | per \$1,000 of const. value | 20% |
| 16 | Permits Revised or Transferred | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 17 | Re-Inspections (per hour) | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 18 | Property Standards Inspections (per inspection) | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 19 | Change of Use Permits | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 20 | Minimum Permit Fee | \$ 100.00 | \$ 120.00 | flat fee | 20% |
| 21 | Application Filing Fee | \$ - | \$ 240.00 | flat fee | |
| 22 | Late Fee (for projects started prior to a permit being issued) | \$ 50.00 | \$500 or the value of the applicable permit fees whichever is less | | |

TABLE 4 - PROJECTED PERMIT FEE REVENUE

| PERMIT FEES BASED ON GROSS AREA | Total Gross Area (All Years) | No. of Years | Yearly Average Gross Area | Current Rate Per Square Foot | Current Average Yearly Permit Fees | Proposed Rate Per Square Foot | Increased Rate Per Square Foot | Increased Average Yearly permit Fees |
|---|------------------------------------|--------------|---------------------------------|------------------------------------|---|-------------------------------------|--------------------------------------|---|
| Residential Buildings | 1,041,046 | 10 | 104,105 | 0.90 | 93,694 | 1.05 | 0.15 | 15,616 |
| Industrial Buildings | 749,555 | 10 | 74,956 | 0.70 | 52,469 | 0.85 | 0.15 | 11,243 |
| Commercial Buildings | 753,582 | 10 | 75,358 | 0.85 | 64,054 | 1.05 | 0.20 | 15,072 |
| Farm Buildings | 99,810 | 10 | 9,981 | 0.20 | 1,996 | 0.25 | 0.05 | 499 |
| | | | | | | | TOTAL | 42,430 |
| OTHER PERMIT FEES | Permits Fees (All Years) | No. of Years | Yearly Average Amount | Current Rate Per Permit | Current Average Yearly Permit Fees | Proposed Rate Per Permit | Increased Rate Per Permit | Increased Average Yearly Amount |
| Septic Systems, Accessory Structures, Renovations and Improvements | 457,923 | 10 | 45,792 | Varies | 45,792 | Varies | 20.00% | 9,158 |
| | | | | | | | TOTAL | 9,158 |
| | | | | | | | GRAND TOTAL | 51,588 |

TABLE 5 – COMPARATIVE PERMIT FEE RATES FOR MAJOR PROJECTS

| MAJOR PERMIT CLASSIFICATION | Amherstburg | Essex | Kingsville | Lakeshore | Lasalle | Leamington | Windsor | Tecumseh (proposed) |
|--|----------------|----------------|--|----------------|-------------------------------------|--|--|-----------------------|
| Residential (Group "C" occupancies as set out in the Ontario Building Code) | \$1.00 Sq. Ft. | \$0.90 Sq. Ft. | \$1.00 Sq. Ft. | \$1.00 Sq. Ft. | \$0.98 sq. ft. Plus 257.55 per unit | \$0.80 Sq. Ft. | \$1.09 Sq. Ft. | \$1.05 Sq. Ft. |
| Industrial (Group "F" occupancies as set out in the Ontario Building Code) | \$1.00 Sq. Ft. | \$0.57 Sq. Ft. | \$11.25 for every \$1000 of construction value | \$0.74 Sq. Ft. | \$0.68 Sq. Ft. | \$11.00 for every \$1000 of construction value | \$1.06 Sq. Ft. | \$0.85 Sq. Ft. |
| Commercial (Group "D & E" occupancies as set out in the Ontario Building Code) | \$1.00 Sq. Ft. | \$0.80 Sq. Ft. | \$11.25 for every \$1000 of construction value | \$0.74 Sq. Ft. | \$1.66 Sq. Ft. | \$11.00 for every \$1000 of construction value | \$2.25 Sq. Ft. | \$1.05 Sq. Ft. |
| Institutional (Group "B" occupancies as set out in the Ontario Building Code) | \$1.00 Sq. Ft. | \$0.80 Sq. Ft. | \$11.25 for every \$1000 of construction value | \$0.74 Sq. Ft. | \$0.68 Sq. Ft. | \$11.00 for every \$1000 of construction value | \$2.25 Sq. Ft. | \$1.05 Sq. Ft. |
| Assembly (Group "A" occupancies as set out in the Ontario Building Code) | \$1.00 Sq. Ft. | \$0.80 Sq. Ft. | \$11.25 for every \$1000 of construction value | \$0.74 Sq. Ft. | \$1.05 Sq. Ft. | \$11.00 for every \$1000 of construction value | \$2.18 Sq. Ft. | \$1.05 Sq. Ft. |
| Farm Building | \$0.10 Sq. Ft. | \$0.20 Sq. Ft. | \$0.20 Sq. Ft. | \$0.15 Sq. Ft. | \$0.38 Sq. Ft. | \$0.25 Sq. Ft. | \$15.00 for every \$1000 of construction value | \$0.25 Sq. Ft. |
| Residential Garages & Accessory Structures | \$150.00 | \$0.20 Sq. Ft. | \$0.20 Sq. Ft. | \$0.15 Sq. Ft. | \$0.22 Sq. Ft. | \$0.25 Sq. Ft. | \$13.45 for every \$1000 of construction value | \$0.48 Sq. Ft. |
| Minimum Permit Fee | \$50.00 | \$100.00 | \$150.00 | \$94.00 | \$77.37 | \$75.00 | \$200.00 | \$120.00 |

TABLE6 - COMPARATIVE SAMPLE PERMIT FEES FOR MAJOR PROJECTS

| BUILDING TYPE | Amherstburg | Essex | Kingsville | Lakeshore | Lasalle | Leamington | Windsor | Tecumseh (proposed) |
|---|-------------|----------|------------|-----------|----------|------------|----------|---------------------|
| Residential - 2000 Sq. Ft. home | \$2,000 | \$1,800 | \$2,000 | \$2,000 | \$2,218 | \$1,600 | \$2,180 | \$2,100 |
| Industrial - 10,000 Sq. Ft. factory with 2000 Sq. Ft. offices (\$1,400,000 value) | \$12,000 | \$7,300 | \$15,750 | \$8,800 | \$7,660 | \$15,400 | \$12,720 | \$12,600 |
| Commercial - 10,000 Sq. Ft. plaza (\$1,500,000 value) | \$10,000 | \$8,000 | \$16,875 | \$7,400 | \$16,600 | \$16,500 | \$22,500 | \$10,500 |
| Assembly - 20,000 Sq. Ft. community hall (\$4,000,000 value) | \$20,000 | \$16,000 | \$45,000 | \$14,800 | \$13,600 | \$44,000 | \$43,600 | \$21,000 |
| Farm Building - 5000 Sq. Ft. (\$100,000 value) | \$500 | \$1,000 | \$1,000 | \$750 | \$1,900 | \$1,250 | \$1,500 | \$1,250 |
| Residential Garage - 400 Sq. Ft. (\$20,000 value) | \$150 | \$75 | \$150 | \$92 | \$184.00 | \$100 | \$270 | \$192 |



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 51/17

TO: Mayor and Members of Council

FROM: Sam Paglia, Drainage Superintendent

DATE OF REPORT: November 20, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Request for Approval by Resolution for
Drainage Apportionment Agreements

RECOMMENDATIONS

It is recommended that:

1. The Public Works & Environmental Services Report No. 51/17 titled "Request for Approval by Resolution for Drainage Apportionment Agreement" **be received**; and that
2. The Drainage Apportionment Agreements for the parcels listed in Appendix A **be approved** by resolution.

BACKGROUND

The *Drainage Act* provides a means by which property owners who are experiencing drainage issues can request that drainage work/construction of a municipal drain be undertaken to address the drainage issues in specific areas. Once the Engineer's Report and By-law relating to construction of a municipal drain has been adopted and all the necessary steps in the process have been undertaken, landowners are assessed a share of the cost associated with the construction and/or maintenance and repair of the drain. Any future maintenance/repair on the drain is also assessed to each owner at the same percentage amount as outlined in the adopted By-law and Engineer's Report.

Occasionally, a parcel of land in a drainage area is subject to a land severance. When this occurs one of two Sections of the *Drainage Act* ensues:

1. Section 65(1) states that if, after the final revision of an Engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the Clerk shall instruct an engineer in writing to apportion the assessment among the part into which the land was divided, taking into account the part of the land affected by the drainage works, or
2. Section 65(2) allows for the owners of subdivided land to mutually agree on the share of the drainage assessment that each should pay. A written agreement indicating these shares must be entered into and filed with the Clerk of the Municipality, and if the Agreement is approved by the Council by Resolution, no Engineer need be instructed to apportion the assessment, and the new apportionments are fixed.

COMMENTS

In order to maintain fair and equitable billing for drain maintenance, up-to-date property ownership records must be maintained by the Municipality. Changes in ownership and size of property affect the amount of benefit derived from drainage works and the amount of obligation for maintenance charges.

If the landowners are not in agreement to proceed with Section 65(2) of the *Drainage Act*, the Clerk can instruct an Engineer under Section 65(1) to apportion the assessment for the land that was divided; costs associated with this method are to be borne by the affected landowners.

Landowners, who are in agreement with Section 65(2) of the *Drainage Act*, have agreed to the recommended apportionment percentages. A signed written agreement is then filed with the Clerk and the new apportionments are to be approved by Council by resolution.

The owners of the properties listed in Appendix "A" have signed Agreements on Share of Assessment, copies of which are hereto filed with the Drainage Superintendent.

Administration therefore recommends that:

1. The Public Works & Environmental Services Report No. 51/17 titled "Request for Approval by Resolution for Drainage Apportionment Agreement" be received; and that
2. The Drainage Apportionment Agreements for the parcels listed in Appendix A be approved by resolution.

CONSULTATIONS

Director Financial Services & Treasurer
Director Corporate Services & Clerk

FINANCIAL IMPLICATIONS

The approval by resolution of Apportionment Agreements will ensure that future invoices for drain maintenance for the Town and landowners within the Town are fair and based on the benefit provided to those lands by future drainage works until such time as an Engineer is appointed to reapportion the drain watershed under the provisions of the *Drainage Act*.

The Town invoices landowners \$175 for the preparation and administration of the apportionment agreements according to our Administrative Fees and Charges By-Law No. 2016-82.

The funds are generated from Drainage Apportionment Agreements will be allocated as revenue to the Drainage Department.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Cheryl Curran, BES
Clerk I - Administrative Clerk

Reviewed by:

Sam Paglia, P.Eng.
Drainage Superintendent

Reviewed by:

Phil Bartnik, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment:

1. Appendix A – Drainage Apportionments to be Approved by Council Resolution

CC

APPENDIX A

DRAINAGE APPORTIONMENTS TO BE APPROVED BY COUNCIL RESOLUTION

| | | Apportioned Drains | Affected Lands | Roll No. | Fee | Application No. |
|------|---|--|---|------------------------|-----------|-----------------|
| 2017 | 1 | Banwell Road Drain | 2551 Banwell Rd., Con 3 S Pt Lots 142, 143 RP 65 Lot 3 & Pt Lots 1,2&4 | 580-05400 | \$ 58.33 | Section 74 |
| | | | 2559 Banwell Rd; Plan 65 Pt Lot 2 | 580-05500 | \$ 58.33 | |
| | | | 2475 Banwell Rd; Plan 65 Pt Lot 4 RP 12R9654 Part 1 | 580-05320 | \$ 58.33 | |
| | 2 | Malden Road East Drain South Talbot East and 12th Line Drain | Sandwich South Con 11 Pt Lot | 400-01500 | | Section 74 |
| | | | Sanwich South Con 11 Pt Lot | 400-01500 | \$ 58.33 | |
| | | | 6945 12th Conc Rd; Con 11 Pt Lot 2 RP 12R13149 | 400-01550 | \$ 58.33 | |
| | | | 6933 12th Conc Rd; Sanwich Con 11 Pt Lot 2 RP | 400-01575 | \$ 58.33 | |
| | 3 | Malden Road East Drain South Talbot East and 12th Line Drain | 12851 South Talbot Rd; Con 12 Gore EPT 2 to 3 | 400-05600 | \$ 87.50 | Section 74 |
| | | | 13077 South Talbot Rd; Con 12 Pt Lot 2 RP 12R21466 | 400-05605 | \$ 87.50 | |
| | | | 12851 South Talbot Rd; Con 12 Gore Ept 2 to 3 | 400-05600 | | |
| | | | 13077 South Talbot Rd; Con 12 Pt Lot 2 RP 12R21466 | 400-05605 | | |
| | 4 | North 12th Concession Drain | 5465 County Rd 19, SS Con 12 PT Lot 10 | 500-01300 | \$ 87.50 | Section 74 |
| | | | 5430 Concession 12, SS Con 12 PT Lot 10 RP 12R17241 | 500-01350 | \$ 87.50 | |
| | 5 | Rupley Drain Merrick Drain | Con 5 E PT Lot 4 | 450-03900 | \$ 175.00 | B-09/16 |
| | | | | | | |
| | 6 | Sixth Concession Drain | 5230 Burke, Con NTR PT Lot 305 Pt 1,4 | 490-04460 | \$ 175.00 | B-19/16 |
| | | | 2015 North Talbot Road, Con NTR PR Lot 305 Pt 1,4 | | | |
| | 7 | East Townline Drain Dame Drain | CON WPC PT Lot RP 12R26333 | 300-02000 | \$ 175.00 | B-08/17 |
| | | | | | | |
| 2016 | 1 | Tecumseh Outlet Drain Cyr & Extension Drain | 1670 Lesperance Rd; Plan 395 Pt Lot 5 | 570-05900 | \$ 87.50 | B-04/16 |
| | | | 1662 Lesperance Rd; Plan 395 Pt Lot 5 | 570-06000 | \$ 87.50 | |
| | 2 | South Talbot Drain South Talbot & Holden Drain Merrick Creek Drain River Canard Watershed | 5780 Holden Road | 440-15000 420-15020 | \$ 175.00 | Section 74 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | 3 | Dawson & Outlet Drain | 7258 South Talbot Rd.; S Pt Lot 295, Con South Talbot Rd, Parts 2, 3 & 4, 12 R-12921 | 460-00600 | \$ 87.50 | B-10/16 |
| | | | 7246 South Talbot Rd; Pt 295, Con South Talbot Rd, Part 1, 12R-12921 and Parts 1 & 2, 12R-26708 | 460-00690 | \$ 87.50 | |
| | | West Branch Delisle Drain | 7246 South Talbot Rd; Pt 295, Con South Talbot Rd, Part 1, 12R-12921 and Parts 1 & 2, 12R-26708 | 460-00690 | | |
| | | | | | | |
| | | Gzowski Drain | 7258 South Talbot Rd.; S Pt Lot 295, Con South Talbot Rd, Parts 2, 3 & 4, 12 R-12921 | 460-00600 | | |
| | | | 7246 South Talbot Rd; Pt 295, Con South Talbot Rd, Part 1, 12R-12921 and Parts 1 & 2, 12R-26708 | 460-00690 | | |
| | 4 | Pike Creek Drain | 7258 South Talbot Rd.; S Pt Lot 295, Con South Talbot Rd, Parts 2, 3 & 4, 12 R-12921 | 460-00600 | | |
| | | | 7246 South Talbot Rd; Pt 295, Con South Talbot Rd, Part 1, 12R-12921 and Parts 1 & 2, 12R-26708 | 460-00690 | | |
| | 4 | Pike Creek Drain | Plan 1480 Lot 12 RP12R2622 Parts 1 & 2 | 290-02100 | \$ 175.00 | B-21/16 |
| 2015 | 1 | Eighth Concession Drain | Sexton Sideroad, CON STR PT Lot 300 RP 12R18692 PT 4 | 470-09480 | \$ 58.33 | Section 74 |
| | | | Sexton Sideroad, CON STR PT Lot 300 RP 12R21187 PTS 1-6 | 470-09500 | \$ 58.33 | |
| | | | Sexton Sideroad, CON STR NPT Lot 300 RP 12R7111 PTS 4-8 & RP | 470-09400 | \$ 58.33 | |
| | 2 | Eighth Concession Drain | 6191 Snake Lane, Sandwich CON 8 PT Lot 5 RP | 420-03900 | \$ 87.50 | Section 74 |
| | | | 4805 South Talbot Road, Sandwich CON 8 PT Lots 5 & 6 | 420-03800 | \$ 87.50 | |



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services Report No. 57/17

TO: Mayor and Members of Council

FROM: Phil Bartnik, P. Eng. – Manager Engineering Services

DATE OF REPORT: November 20, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: 2018-2022 Public Works & Environmental Services Capital Works Plan

RECOMMENDATIONS

It is recommended that:

1. The following Public Works and Environmental Services Projects for the 2018 year, and the Capital Project List 2018-2022, **be approved:**

| | | Previously Approved | Requested for 2018 | Future Costs | Total Costs |
|--|------------------------------------|------------------------|-----------------------|---------------|---------------|
| Road Projects | | | | | |
| 1. Road Paving - Tar & Chip | | \$ - | \$ 250,000 | \$ - | \$ 250,000 |
| 2. Road Paving - Asphaltting | | \$ - | \$ 1,450,000 | \$ - | \$ 1,450,000 |
| 3. Road Paving - Crack Sealing | | \$ - | \$ 75,000 | \$ - | \$ 75,000 |
| 4. Lesperance Road Bike Lane Pavement Markings | | \$ - | \$ 110,000 | \$ - | \$ 110,000 |
| 5. Tecumseh Rd/Lacasse Blvd Intersection Improvements | | \$ - | \$ 40,000 | \$ 439,000 | \$ 479,000 |
| 6. Tecumseh Road CIP - Streetscape Plan & Final Design | | \$ 812,850 | \$ 609,790 | \$ 27,908,927 | \$ 29,331,567 |
| 7. Rossi Drive Sanitary Sewer Extension | | \$ 77,500 | \$ 1,075,000 | \$ - | \$ 1,152,500 |
| 8. Sylvestre Drive Sanitary Sewer Extension | | \$ - | \$ 74,000 | \$ 1,155,500 | \$ 1,229,500 |
| | Sub-Total: | \$ 890,350 | \$ 3,683,790 | \$ 29,503,427 | \$ 34,077,567 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ 885,000 | \$ 885,000 |
| | Road Lifecycle Reserve: | \$ 890,350 | \$ 3,683,790 | \$ 28,618,427 | \$ 33,192,567 |
| Sidewalk Projects | | | | | |
| 1. Sidewalk Repair Program - Various Locations | | ----- | \$ 69,000 | ----- | \$ 69,000 |
| | Sub-Total: | \$ - | \$ 69,000 | \$ - | \$ 69,000 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Sidewalk Lifecycle Reserve: | \$ - | \$ 69,000 | \$ - | \$ 69,000 |

| | | Previously Approved | Requested for 2018 | Future Costs | Total Costs |
|--------------------------------|--|------------------------|-----------------------|--------------|--------------|
| New Infrastructure | | | | | |
| 1. | Riverside Drive Trail | \$ 68,000 | \$ 782,000 | \$ - | \$ 850,000 |
| 2. | CR11: Hwy401 to NTR (CWATS Multi-Use Trail) | \$ 5,650 | \$ 136,000 | \$ 232,650 | \$ 374,300 |
| | Sub-Total: | \$ 73,650 | \$ 918,000 | \$ 232,650 | \$ 1,224,300 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ 150,000 | \$ 150,000 |
| | Infrastructure Reserve: | \$ 73,650 | \$ 918,000 | \$ 82,650 | \$ 1,074,300 |
| Bridge Projects | | | | | |
| 1. | Bridge & Culvert Needs Study (Spans >3m) | \$ - | \$ 32,000 | \$ - | \$ 32,000 |
| 2. | Culvert #35 - Rossi Drive | \$ - | \$ 36,000 | \$ - | \$ 36,000 |
| 3. | Bridge #1004 - Sullivan Creek at 12th Concession | \$ - | \$ 43,000 | \$ 284,000 | \$ 327,000 |
| 4. | Bridge #1013 - Merrick Creek at 8th Concession | \$ - | \$ 43,000 | \$ 283,500 | \$ 326,500 |
| 5. | Bridge #1014 - Townline Road Drain at 6th Concession | \$ - | \$ 43,000 | \$ 304,500 | \$ 347,500 |
| | Sub-Total: | \$ - | \$ 197,000 | \$ 872,000 | \$ 1,069,000 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Bridge Lifecycle Reserve: | \$ - | \$ 197,000 | \$ 872,000 | \$ 1,069,000 |
| Water Projects | | | | | |
| 1. | Water & Wastewater Master Plan Update | \$ 100,000 | \$ - | \$ - | \$ 100,000 |
| 2. | Tecumseh Road CIP - Streetscape Plan & Final Design | \$ 50,250 | \$ - | \$ 1,292,686 | \$ 1,342,936 |
| 3. | Mack Court Watermain Replacement | \$ 70,000 | \$ 184,790 | \$ - | \$ 254,790 |
| 4. | Lacasse Park Watermain Replacement | \$ 110,000 | \$ 255,190 | \$ - | \$ 365,190 |
| 5. | Tecumseh Road Watermain Abandonment | \$ 72,000 | \$ 165,360 | \$ - | \$ 237,360 |
| 6. | Alden Crescent Watermain Replacement | \$ 15,000 | \$ 154,120 | \$ - | \$ 169,120 |
| 7. | Hwy#3/Roscon Industrial Drive Watermain | \$ 15,000 | \$ 155,430 | \$ - | \$ 170,430 |
| 8. | Rossi Drive Sanitary Sewer Extension | \$ 25,000 | \$ 35,000 | \$ - | \$ 60,000 |
| 9. | CR11 (North) Sanitary Sewer Extension | \$ 6,000 | \$ - | \$ - | \$ 6,000 |
| 10. | Hwy#3/County Road 11 Watermain Replacement | \$ - | \$ 134,600 | \$ 1,809,400 | \$ 1,944,000 |
| 11. | Anode Protection Program (2018) | \$ - | \$ 375,000 | \$ - | \$ 375,000 |
| | Sub-Total: | \$ 463,250 | \$ 1,459,490 | \$ 3,102,086 | \$ 5,024,826 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Watermain Reserve Fund: | \$ 463,250 | \$ 1,459,490 | \$ 3,102,086 | \$ 5,024,826 |
| Water Facility Projects | | | | | |
| 1. | SCADA Software/Server/Nodes Update (2018) | \$ - | \$ 73,500 | \$ - | \$ 73,500 |
| 2. | Water Meter Reading System Update (2018) | \$ - | \$ 15,000 | \$ - | \$ 15,000 |
| | Sub-Total: | \$ - | \$ 88,500 | \$ - | \$ 88,500 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Water Facilities Reserve Fund: | \$ - | \$ 88,500 | \$ - | \$ 88,500 |

| | | Previously Approved | Requested for 2018 | Future Costs | Total Costs |
|--|--|------------------------|-----------------------|--------------|--------------|
| Wastewater Projects | | | | | |
| 1. Tecumseh Road CIP - Streetscape Plan & Final Design | | \$ 63,500 | \$ - | \$ 1,246,436 | \$ 1,309,936 |
| 2. Rossi Drive Sanitary Sewer Extension | | \$ 42,500 | \$ 515,000 | \$ - | \$ 557,500 |
| 3. CR11 (North) Sanitary Sewer Extension | | \$ 125,000 | \$ 75,000 | \$ 952,000 | \$ 1,152,000 |
| 4. Sanitary Sewer Rehabilitation (I&I Removal) | | \$ 3,637,824 | \$ - | \$ - | \$ 3,637,824 |
| 5. Sylvestre Drive Sanitary Sewer Extension | | \$ - | \$ 109,200 | \$ 682,200 | \$ 791,400 |
| | Sub-Total: | \$ 3,868,824 | \$ 699,200 | \$ 2,880,636 | \$ 7,448,660 |
| | Grants: | \$ 2,978,459 | \$ - | \$ - | \$ 2,978,459 |
| | Recoveries: | \$ - | \$ 292,965 | \$ 1,901,580 | \$ 2,194,545 |
| | Wastewater Sewers Reserve Fund: | \$ 890,365 | \$ 406,235 | \$ 979,056 | \$ 2,275,656 |
| Wastewater Facility Projects | | | | | |
| 1. Pump Station Emergency Response Plan | | \$ - | \$ 35,000 | \$ - | \$ 35,000 |
| 2. SCADA Software/Server/Nodes Update (2018) | | \$ - | \$ 26,250 | \$ - | \$ 26,250 |
| | Sub-Total: | \$ - | \$ 61,250 | \$ - | \$ 61,250 |
| | Grants: | \$ - | \$ - | \$ - | \$ - |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Wastewater Facilities Reserve Fund: | \$ - | \$ 61,250 | \$ - | \$ 61,250 |
| Stormwater Projects | | | | | |
| 1. Tecumseh Road CIP - Streetscape Plan & Final Design | | \$ 40,900 | \$ 27,410 | \$ 701,690 | \$ 770,000 |
| 2. Storm Drainage Master Plan | | \$ 600,000 | \$ - | \$ - | \$ 600,000 |
| 3. Oldcastle Storm Drainage Master Plan | | \$ - | \$ 120,000 | \$ 230,000 | \$ 350,000 |
| 4. Rossi Drive Sanitary Sewer Extension | | \$ 35,000 | \$ 440,800 | \$ - | \$ 475,800 |
| 5. Sylvestre Drive Sanitary Sewer Extension | | \$ - | \$ 4,200 | \$ 74,050 | \$ 78,250 |
| 6. Lesperance Road Storm PS - Repairs | | \$ - | \$ 100,000 | \$ - | \$ 100,000 |
| 7. Pump Station Emergency Response Plan | | \$ - | \$ 35,000 | \$ - | \$ 35,000 |
| 8. SCADA Software/Server/Nodes Update (2018) | | \$ - | \$ 5,250 | \$ - | \$ 5,250 |
| | Sub-Total: | \$ 675,900 | \$ 732,660 | \$ 1,005,740 | \$ 2,414,300 |
| | Grants: | \$ 175,000 | \$ - | \$ - | \$ 175,000 |
| | Recoveries: | \$ - | \$ - | \$ - | \$ - |
| | Storm Sewer Lifecycle Reserve: | \$ 500,900 | \$ 732,660 | \$ 1,005,740 | \$ 2,239,300 |

BACKGROUND

The above noted projects are intended to upgrade existing infrastructure while also providing for future development. The objective of the 2018 - 2022 Public Works & Environmental Services (PWES) Capital Works Plan is to maintain a consistently high level of service and strive to improve the Town's infrastructure components through these improvements.

The Town adopted an Asset Management Plan in December 2013 which serves as a guide as to what, and when, capital projects should be undertaken. The attached PWES Capital Project List 2018 – 2022 summarizes PWES projects proposed to be undertaken over the 2018 – 2022 period. Recommendations will be made requesting Council approve specific projects which begin in 2018 while adopting the five year capital plan; this gives authorization to proceed with the 2018 projects while 2019 to 2022 projects will come back to Council in subsequent years for approval to proceed.

COMMENTS

This section provides detailed information for all 2018 projects i.e. both those previously approved and those newly proposed for 2018. Comments are provided by **ROAD, SIDEWALKS & PATHWAYS, BRIDGE, WATER, WASTEWATER, STORM SEWER** and **MUNICIPAL DRAIN** categories. Generally projects will contain expenditures related to all categories; for expediency purposes we have included project discussion on the main driver requiring the project be undertaken.

We have also included a section entitled **2019 to 2022 PROJECTS** which provides a higher level discussion on projects being proposed for future years.

The attached Public Works & Environmental Services (PWES) Capital Project List 2018 – 2022 ***has been prepared assuming adequate funding is available in all lifecycle categories.*** Discussion on those categories that are deficient can be found in the Financial Implications Section.

Certain projects have been proposed to be phased in over a two year period. Generally this occurs because either the project scope is generally too large or costly to be completed in one construction season or would be too disruptive over too large of an area and too long a period of time to the adjacent properties. Projects being phased would be tendered as two separate tender calls.

ROAD PROJECTS

Public Works staff reviews roads for inclusion in the annual paving program. The Town's Road Needs Study has been used for reference in conjunction with Public Works input and suggestions from Council and residents to form the basis for the recommended annual paving projects. Public Works & Environmental Services investigates and categorizes the needs based on the condition of the roads in comparison with other roads of similar traffic volumes.

The list of roads proposed for tar and chip are based on Public Works staff review of observed conditions of the roads and maintenance needs in conjunction with Pavement Condition Index (PCI) ratings from the Road Needs Study. Public Works has recently undertaken rebuilding the tar and chip roads rather than just placing surface treatment over existing roads. The process recycles all existing road materials and results in a new pavement structure with no loss of materials. This program has received positive reviews from the public and Public Works in reviewing roads that were completed through last year's program. It is Public Works intentions to place a final surface course of tar and chip on roads completed in the last few years. This process results in a road that will last longer and as such require less remedial maintenance in the future. Public Works would also suggest earmarking an amount for remedial tar and chip repairs on roads other than those planned for. Every spring Public Works finds areas that require some repair from winter plowing activities, and this would be used to address those concerns.

Administration recommends that as part of the annual paving program, an amount be set aside for crack sealing of Town roads to extend the lifespan of the pavement before more substantial repairs or replacement are required. It is recommended that \$75,000 be set aside for crack sealing.

RD 1. Tar & Chip, Asphaltting, and Crack Sealing

| <u>Tar & Chip - \$250,000</u> | <u>Asphaltting - \$1,450,000</u> | <u>Crack Sealing - \$75,000</u> |
|--|---|--|
| Malden Road (South Talbot Road to County Road 8) | Baseline Road (12 th Concession to CR19) | Various Locations (TBD) |
| | Oldcastle Road (North Talbot Road to Hwy#3) | |
| | Fasan Drive (Full length) | |
| | Mack Court (Full Length) | |
| | Alden Crescent (Full length) | |
| | Dresden Place (Full length) | |
| | Oakfield Court (Full length) | |
| | Cambridge Court (Full length) | |
| | Cumberland Court (Full length) | |
| | Birkdale Court (Full length) | |
| | Rostrevor Court (Full length) | |
| | Regent Road (Full length) | |
| | Oakpark Drive (Full length) | |
| | Regal Court (Full length) | |
| | Dube Drive (Full length) | |

Inspection and project administration will be carried out by Public Works & Environmental staff upon award of the Contract by Council. Quality control of the materials will be carried out by a Consulting Geotechnical Engineer.

Funding to be provided from:

- Road Lifecycle Reserve \$1,775,000

RD 2. Lesperance Road Bike Lane Pavement Markings

| Lesperance Road Bike Lane Pavement Markings - Project Costs Summary | | | |
|---|---|---------------------|----------------------------------|
| Previously Approved \$0 | Requested for 2018 \$110,000 | Future Costs \$0 | Total Project Costs \$110,000 |

Lesperance Road, a Minor Arterial Road, is a key north-south spine in the transportation network for all modes of travel and the only continuous north-south road under the control of the Town of Tecumseh. Consideration has been given in the TMP to modify the existing cross-section of Lesperance Road to remove the existing two-way left turn lane (TWLTL) between McNorton Street and Riverside Drive to permit the creation of on-road cycling lanes, 1.5 meters in width. The travel portion of Lesperance Road would be 3.5 meters in width. Therefore, the removal of the TWLTL would not significantly affect intersection capacity or road safety.

At the June 27, 2017 Regular Meeting of Council, Council received the PWES Report No. 32/17 titled "Dedicated Bike Lane Pavement Markings on Lesperance Road", and passed the following motion: *(Motion RCM-225/17) That the pavement marking painting (removal and reapplication) on Lesperance Road from Riverside Drive to McNorton Street, to create dedicated bike lanes, be approved, and included in the 2018 Public Works & Environmental Services Capital Works Plan."*

The County has approved the Town's application seeking 50% funding for this project from the CWATS Municipal Partnership Program.

Administration recommends that Dillon Consulting Limited be retained to assist Administration in

the creation of pavement marking drawings as they have completed some preliminary works on this project to date.

Funding to be provided from:

- Road Lifecycle Reserve \$110,000

RD 3. Tecumseh Road / Lacasse Boulevard Intersection Improvements

| Tecumseh Road / Lacasse Boulevard Intersection Improvements - Project Costs Summary | | | |
|---|--|---------------------------|----------------------------------|
| Previously Approved \$0 | Requested for 2018 \$40,000 | Future Costs \$439,000 | Total Project Costs \$479,000 |

Administration is recommending the review and analysis of reconfiguring the existing lanes of Tecumseh Road east of Lacasse Boulevard. There currently exists one westbound lane and 2 eastbound lanes, but there is an opportunity to reconfigure the lanes to two westbound (straight and right turn) lanes, and 1 eastbound lane, which may alleviate the queue lengths and times for westbound traffic at that intersection. Once the traffic analysis and preliminary design is completed (in 2018) Administration will report back to Council with the findings, a refined project estimate and a recommendation on whether to proceed.

Administration recommends that Dillon Consulting Limited be retained to complete this project based on their experience with completing the Transportation Master Plan and their current works on the Tecumseh Road CIP Streetscape Plan & Design.

Funding to be provided from:

- Road Lifecycle Reserve \$40,000

RD 4. Tecumseh Road Community Improvement Plan (CIP) – Streetscape Plan & Design

| Tecumseh Road CIP Streetscape Plan & Final Design - Project Costs Summary | | | |
|---|---|------------------------------|-------------------------------------|
| Previously Approved \$967,500 | Requested for 2018 \$637,200 | Future Costs \$31,149,740 | Total Project Costs \$32,754,440 |

At the May 10, 2016 Special Meeting of Council, Council approved the recommendations (Motion SCM-01/16) of Planning & Building Services Report No.10/16 titled “Tecumseh Road Main Street CIP, Streetscape Plan and Detail Design and Utility Lines” that selected the preferred streetscape design that calls for the removal of above-ground hydro poles, hydro wires and utility wires placing them underground.

At the July 12, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-257/16) of PWES Report No. 35/16 titled “Streetscape Plan and Design, Revised Scope & Budget Update, July 2016” that included a revised scope of a 30% Schematic Design for the full project limits, a 100% Tender Drawings and Specifications for Phase 1, and 90% Design Drawings and Specifications for Phase 2.

At the March 29, 2017 Public Meeting of Council, Council received (Motion PCM-09/17) the PWES Report No. 19/17 titled “Tecumseh Road Main Street CIP – Streetscape Plan and Design Project Update, March 2017”.

The tentative phasing and associated project costs are broken up into the five following phases:

- Phase 1: \$14,611,300 - Tecumseh Road (St. Annes to VIA) & Lesperance (St. Denis to Arbour)
- Phase 2: \$7,716,180 - Tecumseh Road (St. Annes to Shawnee)
- Phase 3: \$4,053,262 - Tecumseh Road (Shawnee to Southfield)

- Phase 4: \$4,187,530 - Tecumseh/Southfield intersection
- Phase 5: \$2,186,168 - Lesperance (McNorton to St. Denis)

Expected recoveries from the County of Essex are anticipated to be \$885,000 for a portion of the Tecumseh Road reconstruction (under the Connecting Link Agreement). Administration is still exploring recovery opportunities with some of the Utility companies.

The additional costs required for 2018 are needed to finalize the components of the project, specifically the 100% Tender Drawings and Specifications for Phase 1, and the 90% Design Drawings and Specifications for Phase 2.

The revision to the budget is a reflection of updated (2017) construction costs for similar type projects, extensive consultation with the property owners and stakeholders within Phase 1, review and analysis of driveway consolidations and associated private side works (i.e. laneways, cross-access agreements, etc.), property and easement requirements, and continued coordination with the various utility companies.

Funding to be provided from:

- Road Lifecycle Reserve \$609,790
- Storm Sewer Lifecycle Reserve \$27,410

SIDEWALKS & PATHWAYS PROJECTS

SW 1. Sidewalk Repair Projects

| Sidewalk Repair Projects - Project Costs Summary | | | |
|--|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| ---- | \$69,000 | ---- | \$69,000 |

The 2018 sidewalk program will be based on sidewalk conditions determined through the comprehensive sidewalk inspection conducted annually. Currently this inspection is completed by Public Works staff and along with input from Council and residents is used in conjunction with these findings to develop the annual program. This information will also be used to recommend sidewalk repair and replacements. Should this inspection generate large amounts of sidewalk replacement a Request for Quotation (RFQ) will be issued.

Trip hazards identified throughout the Town will be addressed to keep the Town in compliance with minimum maintenance standards. Currently, a detailed list of sidewalks to be repaired/replaced has not been generated. The funding requested is for an upset limit to carry out the work. A detailed list of recommended sidewalk replacements will be circulated to Council for their information prior to issuing the RFQ. Inspection and project administration will be carried out by PWES Staff upon award of the Contract.

Funding to be provided from:

- Sidewalk Lifecycle Reserve \$69,000

SW 2. Riverside Drive Trail

| Riverside Drive Trail - Project Costs Summary | | | |
|---|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$68,000 | \$782,000 | \$0 | \$850,000 |

At the October 25, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-372/16) of Planning & Building Services Report No. 32/16 titled "County Wide Active Transportation Study Plan, Town of Tecumseh 2017 Project, Trail on Riverside Drive from Tecumseh/Windsor Municipal Boundary to Manning Road" that endorsed in principle the construction of a 2.4m wide trail having a length of approximately 2.4km as a 2017 CWATS Project, subject to the resolution of a suitable design.

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2017 capital works projects including the design of the Riverside Drive Trail.

Administration recommends construction of the Riverside Drive Trail. As Bezaire & Associates completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Infrastructure Reserve \$782,000

BRIDGE PROJECTS

BR 1. Bridges (with Spans > 3.0m) – Bridges No. 1004, 1013 & 1014

| Bridges (with Spans > 3.0m) – Bridges No. 1004, 1013 & 1014 - Project Costs Summary | | | |
|---|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$129,000 | \$872,000 | \$1,001,000 |

At the November 8, 2016 Regular Meeting of Council, Council approved the recommendations (Motion RCM-386/16) of PWES Report No. 48/16 titled "2016 Bridge and Culvert Needs Study (Structures with Spans > 3.0m)" that authorized Administration to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The 2016 Bridge and Culvert Needs Study (Structures with Spans > 3.0m) had identified three structures to be rehabilitated within a 1-5 year time frame. It is proposed to combine the projects listed below into a single tendering package by carrying out the engineering in 2018 and proceeding with construction in 2019.

- Bridge No.1004 (Pike Creek at 12th Concession Road): Total Cost of \$327,000
- Bridge No.1013 (Merrick Creek at 8th Concession Road): Total Cost of \$326,500
- Bridge No.1014 (Colchester Townline Drain at 6th Concession Road): Total Cost of \$347,500

Administration recommends Dillon Consulting Limited complete the design work for Bridges No. 1004, 1013, and 1014 based on their experience of various bridge rehabilitation and replacement projects throughout the Town, and their completion of the previous Bridge & Culvert Needs Studies (Structures with Spans > 3.0m).

Funding to be provided from:

- Bridge Lifecycle Reserve \$129,000

BR 2. Bridge & Culvert Needs Study (Structures with Spans >3.0m)

| Bridge & Culvert Needs Study (Structures with Spans > 3.0m) - Project Costs Summary | | | |
|---|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$32,000 | \$0 | \$32,000 |

There are a total of sixteen (16) existing bridges and culverts with a span greater than 3.0 metres that were inspected as part of the Bridge and Culvert Needs Study in 2016. Inspections of the sixteen structures within the Town were completed in accordance with the latest version of the Ontario Structure Inspection Manual (OSIM) published by the Ministry of Transportation of Ontario (MTO).

Inspections of the bridges and culverts are to take place every two years as legislated by Section 2(3) of The Public Transportation and Highway Act: "*The structural integrity, safety and condition of every bridge shall be determined through the performance of at least one inspection in every second calendar year under the direction of a professional engineer and in accordance with the Ontario Structure Inspection Manual*". It is now necessary to carry out a new Bridge and Culvert Needs Study in 2018 to comply with the legislation.

Administration recommends retaining Dillon Consulting Limited to provide engineering services on this project based on their past completion of the 2003, 2008, 2014, and 2016 Bridge and Culvert Needs Studies.

Funding to be provided from:

- Bridge Lifecycle Reserve \$32,000

WATER & WASTEWATER PROJECTS

Water and wastewater projects are intended to upgrade existing infrastructure while also providing for future development.

The methodology used to provide Council with recommendations for yearly capital projects are:

- a review of the Town of Tecumseh Water & Wastewater Master Plan
- a review of lifecycle dollars available and possible government funding.
- a review of the Ministry of Environment regulations/guidelines
- a review of other planned capital projects
- a review of possible opportunities to improve/upgrade the existing infrastructure.

WATER PROJECTS

WA 1. Water and Wastewater Master Plan Update (2016)

| Water and Wastewater Master Plan Update (2016) - Project Costs Summary | | | |
|--|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$100,000 | \$0 | \$0 | \$100,000 |

Since the completion of the 2008 Water and Wastewater Master Plan Update, further planning studies and discussion papers related to the preparation of a new Official Plan have been completed. In order to ensure that the Town implements the most cost effective infrastructure servicing strategies required to support new growth and maintain a high level of service into the future, an update to the current Master Plan is being planned in accordance with the Class Environmental Assessment (EA) process for water and wastewater projects. The purpose of the

Master Plan Update is to re-examine water and wastewater infrastructure timing and costing requirements for the existing settlement areas in the Town of Tecumseh.

This study was commenced in 2016 and it is expected to continue until the end of 2018.

Previous approved funding provided from:

- Watermain Reserve Fund \$50,000
- Wastewater Sewers Reserve Fund \$50,000

WA 2. Mack Court Watermain Replacement

| Mack Court Watermain Replacement - Project Costs Summary | | | |
|--|---|---------------------|----------------------------------|
| Previously Approved \$70,000 | Requested for 2018 \$184,790 | Future Costs \$0 | Total Project Costs \$254,790 |

At the June 27, 2017 Regular Meeting of Council, Council approved the recommendations (Motion RCM-224/17) of PWES Report No. 29/17 titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" that approved the completion of the engineering design of five smaller watermain projects in 2017, including the Mack Court Watermain Replacement project.

The Mack Court Watermain Replacement project is to be combined with the other four watermain projects identified in PWES Report No. 29/17 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

As Stantec Consulting Limited completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Watermain Reserve Fund \$184,790

WA 3. Lacasse Park Watermain Replacement

| Lacasse Park Watermain Replacement - Project Costs Summary | | | |
|--|---|---------------------|----------------------------------|
| Previously Approved \$110,000 | Requested for 2018 \$255,190 | Future Costs \$0 | Total Project Costs \$365,190 |

At the June 27, 2017 Regular Meeting of Council, Council approved the recommendations (Motion RCM-224/17) of PWES Report No. 29/17 titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" that approved the completion of the engineering design of five smaller watermain projects in 2017, including the Lacasse Park Watermain Replacement project.

The Lacasse Park Watermain Replacement project is to be combined with the other four watermain projects identified in PWES Report No. 29/17 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

As Stantec Consulting Limited completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Watermain Reserve Fund \$255,190

WA 4. Tecumseh Road Watermain Abandonment

| Tecumseh Road Watermain Abandonment - Project Costs Summary | | | |
|---|---|---------------------|----------------------------------|
| Previously Approved \$72,000 | Requested for 2018 \$165,360 | Future Costs \$0 | Total Project Costs \$237,360 |

At the June 27, 2017 Regular Meeting of Council, Council approved the recommendations (Motion RCM-224/17) of PWES Report No. 29/17 titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" that approved the completion of the engineering design of five smaller watermain projects in 2017, including the Tecumseh Road Watermain Abandonment project.

The Tecumseh Road Watermain Abandonment project is to be combined with the other four watermain projects identified in PWES Report No. 29/17 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

As Stantec Consulting Limited completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Watermain Reserve Fund \$165,360

WA 5. Alden Crescent Watermain Replacement

| Tecumseh Road Watermain Abandonment - Project Costs Summary | | | |
|---|---|---------------------|----------------------------------|
| Previously Approved \$15,000 | Requested for 2018 \$154,120 | Future Costs \$0 | Total Project Costs \$169,120 |

At the June 27, 2017 Regular Meeting of Council, Council approved the recommendations (Motion RCM-224/17) of PWES Report No. 29/17 titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" that approved the completion of the engineering design of five smaller watermain projects in 2017, including the Alden Crescent Watermain Replacement project.

The Alden Crescent Watermain Replacement project is to be combined with the other four watermain projects identified in PWES Report No. 29/17 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

As Stantec Consulting Limited completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Watermain Reserve Fund \$154,120

WA 6. Highway No.3 / Roscon Industrial Drive Watermain Interconnection

| Hwy#3 / Roscon Industrial Drive Watermain Interconnection - Project Costs Summary | | | |
|---|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$15,0000 | \$155,430 | \$0 | \$170,430 |

At the June 27, 2017 Regular Meeting of Council, Council approved the recommendations (Motion RCM-224/17) of PWES Report No. 29/17 titled "Amendment to the 2017-2021 PWES Capital Works Plan, Various Watermain Improvement Projects" that approved the completion of the engineering design of five smaller watermain projects in 2017, including the Highway No.3 / Roscon Industrial Drive Watermain Interconnection project.

The Highway No.3 / Roscon Industrial Drive Watermain Interconnection project is to be combined with the other four watermain projects identified in PWES Report No. 29/17 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

As Stantec Consulting Limited completed the engineering design, Administration recommends continuing with them to complete the contract administration and inspection during construction in 2018.

Funding to be provided from:

- Watermain Reserve Fund \$155,430

WA 7. Highway No.3 / County Road 11 Watermain Replacement

| Highway No.3 / County Road 11 Watermain Replacement - Project Costs Summary | | | |
|---|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$134,600 | \$1,809,400 | \$1,944,000 |

The Water Division is recommending replacement of the existing 200mm diameter ductile iron watermain at the Highway No.3 / County Road 11 intersection. In recent years the 200mm diameter ductile iron watermain has been failing due to the age and material of the pipe. It is proposed to carry out the engineering in 2018 and proceed with construction in 2019.

The recommended works consist of the following:

- Replacement of approximately 410m of 200mm ductile iron watermain on Highway No.3 from County Road 11 westerly with a new 300mm diameter PVC;
- Replacement of approximately 345m of 200mm ductile iron watermain on County Road 11 from McCord Lane to just south of Highway No.3 with a new 300mm diameter PVC;
- The installation of approximately 430m of 300mm diameter PVC watermain on Highway No.3 from County Road 11 to Oldcastle Road.

Administration is recommending that Stantec Consulting Limited be retained to complete the design based on their experience with other Town projects and water standards, and their experience with numerous watermain replacement projects locally within Essex County.

Funding to be provided from:

- Watermain Reserve Fund \$134,600

WA 8. Anode Protection Program (2018)

| Anode Protection Program (2018) - Project Costs Summary | | | |
|---|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$375,000 | \$0 | \$375,000 |

Ductile and cast iron pipe make up approximately 20% of the total amount of watermain in the Town's watermain distribution system. Due to the continual corrosion problems and high failure rates associated with ductile and cast iron pipe, the Town of Tecumseh Water Division is recommending the second installment of the anode protection program in 2018. Anodes (Cathodic Protection) are a scientifically proven method of corrosion control. It minimizes the effects of external corrosion on existing ductile and cast iron water mains, thus reducing watermain breaks and extending the watermain's useful life. If the water mains are left unprotected and continue to corrode at the rate being experienced, total replacement of the mains would be necessary sooner at a large capital cost.

Administration recommends that Blackrock Consulting Limited be retained to assist Administration in the creation of any tender documents and drawings required for the project.

Funding to be provided from:

- Watermain Reserve Fund \$375,000

WA 9. SCADA Software/Server/Nodes Update (2018)

| SCADA Software/Server Update (2018) - Project Costs Summary | | | |
|---|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$105,000 | \$0 | \$105,000 |

The Town has used Supervisory Control and Data Acquisition (SCADA) to monitor water flows, water pressures, the water tower and to measure the flows in water and wastewater (sanitary) as well as monitor pump stations in storm and wastewater since 2005.

The main SCADA server and software are in need of upgrading. The old system is outdated and in the event of failure important data and information may be lost. A new SCADA server will be much more powerful and the hardware will serve as a Virtual Machine host. It will also provide emergency call outs/texts/emails in the event there are issues with the monitored infrastructure.

There are 16 remote areas that communicate data to the SCADA server, the communication Nodes at these locations are in need of upgrading. The old systems are outdated and in the event of failure important data and information may be lost.

Funding to be provided from:

- Water Facilities Reserve Fund \$73,500
- Wastewater Facilities Reserve Fund \$26,250
- Storm Sewer Lifecycle Reserve \$5,250

WA 10. Water Meter Reading System Update (2018)

| Water Meter Reading System Update (2018) - Project Costs Summary | | | |
|--|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$15,000 | \$0 | \$15,000 |

In 2011 the Town of Tecumseh began to replace all Town water meters and upgraded the water reading equipment to a drive by reading system. This program is over 95% completed and has provided many benefits such as easy reads to hard-to-access meters, (thus eliminating estimated bills and maximizing meter reading success rates). There have been unfortunate incidents caused by individuals posing illegally as utility employees to gain entry into a home, automatic meter reading remedies this concern, which in turn improves customer service. The reading equipment and software provided by Itron is in need of updating.

Funding to be provided from:

- Water Facilities Reserve Fund \$15,000

WASTEWATER PROJECTS

WW 1. Rossi Drive Sanitary Sewer Extension

| Rossi Drive Sanitary Sewer Extension - Project Costs Summary | | | |
|--|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$180,000 | \$2,101,800 | \$0 | \$2,281,800 |

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the completion of the engineering design of the Rossi Drive Sanitary Sewer Extension in 2017.

This project considered under the North Talbot Road sanitary sewer service area is the extension of a sanitary sewer along Rossi Drive from Pulleyblank Street to Outer Drive.

Expected recoveries from landowners for the sanitary sewer would be \$292,965. The total project cost of \$2,281,800 includes \$557,500 for sanitary sewers, \$1,152,500 for road reconstruction, \$475,800 for storm sewers, \$60,000 for watermain replacement, and \$36,000 for the replacement of Culvert No.35.

As Stantec Consulting Limited has completed the engineering design, Administration recommends continuing with Stantec Consulting Limited to complete the contract administration and inspection for the Rossi Drive Sanitary Sewer Extension project in 2018.

Funding to be provided from:

- Road Lifecycle Reserve \$1,075,000
- Watermain Reserve Fund \$35,000
- Wastewater Sewers Reserve Fund \$515,000
- Storm Sewer Lifecycle Reserve \$440,800
- Bridge Lifecycle Reserve \$36,000

WW 2. County Road 11 (North) Sanitary Sewer Extension

| County Road 11 (North) Sanitary Sewer Extension - Project Costs Summary | | | |
|---|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$136,650 | \$211,000 | \$1,184,650 | \$1,532,300 |

The next project considered under the North Talbot Road sanitary sewer service area is the extension of a sanitary sewer along County Road 11 from North Talbot Road to Highway 401. The

engineering design was carried out in 2017, and it is proposed to carry out utility relocations in 2018, and proceed with construction in 2019. The proposed CWATS project of a 3.0m wide trail along the east side of County Road 11 from North Talbot Road to Highway 401 will be incorporated as part of the sanitary sewer extension project.

As recommended under Planning & Building Services Report No. 23/13 dated July 3, 2013, Council approved (Motion: RCM-218/13) a 3.0m wide trail along the east side of Walker Road from Highway 401 to North Talbot Road. This trail is identified as Trail Segment Tec-3 in the CWATS Master Plan.

Expected recoveries from landowners for the sanitary sewer would be \$1,110,180. Expected recoveries from the County of Essex for the CWATS trail would be \$150,000 (40% of trail costs including design work in 2018). The project cost of \$1,532,300 includes \$1,152,000 for sanitary sewers, \$6,000 for watermains, and \$374,300 for the installation of the 3.0m wide asphalt trail.

As Dillon Consulting Limited has completed the engineering design, Administration recommends continuing with Dillon Consulting Limited to complete the coordination of the utility relocations for the County Road 11 (North) Sanitary Sewer Extension project in 2018.

Funding to be provided from:

- Wastewater Sewers Reserve Fund \$75,000
- New Infrastructure Levy \$136,000

WW 3. Sylvestre Drive Sanitary Sewer Extension

| Sylvestre Drive Sanitary Sewer Extension - Project Costs Summary | | | |
|--|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$187,400 | \$1,911,750 | \$2,099,150 |

This project consists of the extension of a sanitary sewer on Sylvestre Drive from Sylvestre Drive to County Road 19 (approximately 410-metres), as well as adjacent to the County Road 19 right-of-way through a future easement (approximately 215-metres). It is also proposed to reconstruct Sylvestre Drive from Jamsyl Drive to County Road 19 (approximately 760-metres).

As part of this project, a Schedule B Environmental Assessment is required to be undertaken due to the extension of a sanitary sewer through a future easement.

Expected recoveries from landowners for the sanitary sewers would be \$791,400. Assessments to be calculated by Administration and invoiced back to the landowners by means of a Part XII by-law (*Municipal Act*, s.391). The project cost of \$2,099,150 includes \$1,229,500 for road reconstruction, \$791,400 for sanitary sewers, and \$78,250 for storm sewers.

Administration recommends Dillon Consulting Limited complete the design work for the Sylvestre Drive Sanitary Sewer Extension project in 2018, based on their experience with wastewater projects throughout the Town, their ability to complete the required Environmental Assessment, and their experience with the Town in the creation of a cost recovery Part XII by-law.

Funding to be provided from:

- Road Lifecycle Reserve \$74,000
- Wastewater Sewers Reserve Fund \$109,200
- Storm Sewer Lifecycle Reserve \$4,200

WW 4. Pump Station Emergency Response Plan

| Pump Station Emergency Response Plan - Project Costs Summary | | | |
|--|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$0 | \$70,000 | \$0 | \$70,000 |

In 2016, the Town conducted an assessment on the eight (8) storm pumping stations and four (4) sanitary pumping stations to understand the condition and to effectively prioritize rehabilitation and replacement work in the future.

In addition to that study, Administration is recommending the completion of a Pump Station Emergency Response Plan. This plan will contain information on the key components for each pump station, contacts for pump suppliers and manufacturers, engineers and contractors, adjacent municipalities, regulatory authorities (i.e. ERCA), as well as situational emergencies (mechanical failures) and the required response. It will be structured similar to the Water Services Emergency Response Plan which is legislated by the Ministry of the Environment.

It is anticipated that the emergency response plan would be completed internally; however Administration is recommending allocating funds in the event an outside consultant or contractor is retained to assist in the completion of the plan.

Funding to be provided from:

- Wastewater Facilities Reserve Fund \$35,000
- Storm Sewer Lifecycle Reserve \$35,000

WW 5. Sanitary Sewer Rehabilitation (Inflow & Infiltration Removal)

| Sanitary Sewer Rehabilitation (Inflow & Infiltration Removal) - Project Costs Summary | | | |
|---|---------------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$3,637,824 | \$0 | \$0 | \$3,637,824 |

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the Sanitary Sewer Rehabilitation (Inflow and Infiltration Removal) project components should the Town be successful in obtaining grant funding from upper levels of government.

This project involves the renewal and rehabilitation of approximately 30,000 linear metres of sanitary sewer pipe, 500 manholes and the rehabilitation of approximately 500 sanitary sewer service connections. The work generally consists of:

- Camera inspections of the sewer pipes to identify: pipe condition; pipe defects; and sources of inflow and infiltration using trenchless technology.
- Flushing and cleaning debris from the sanitary sewer pipes and service connections to facilitate leak testing and repair using trenchless technology
- Pressure testing and sealing of: mainline joints, cracked or otherwise leaking pipes, tee connections, clean outs, risers and sanitary service connections using innovative trenchless technology
- Structural repairs of sanitary sewer pipes where required using innovative trenchless technology.
- Sealing leaks in manholes using rain shields, chemical sealants and latest technology.

The Town was successful in receiving two grants, the Ontario Community Infrastructure Fund (OCIF) and the Canada Water Wastewater Fund (CWWF). Components of this work began in September 2017 and are expected to continue throughout 2018.

The project costs and expected recoveries are as follows:

Part A: Ontario Community Infrastructure Fund (OCIF)

| | |
|------------------------------------|------------------|
| • Provincial Formula-Based Funding | \$ 493,942 |
| • Provincial Top-Up Funding | \$ 806,149 |
| • Municipal Contribution | <u>\$ 99,909</u> |
| Sub-Total Part A | \$1,400,000 |

Part B: Canada Water Wastewater Fund (CWWF)

| | |
|---------------------------|-------------------|
| • Federal Contribution | \$1,118,912 |
| • Provincial Contribution | \$ 559,456 |
| • Municipal Contribution | <u>\$ 559,456</u> |
| Sub-Total Part B | \$2,237,824 |

Summary of Project Costs

| | |
|---------------------------|--------------------|
| • Municipal Contribution | \$ 659,365 |
| • Provincial Contribution | \$1,859,547 |
| • Federal Contribution | <u>\$1,118,912</u> |
| Total | \$3,637,824 |

STORM SEWER PROJECTS

ST 1. Storm Drainage Master Plan

| Storm Drainage Master Plan - Project Costs Summary | | | |
|--|--------------------|--------------|---------------------|
| Previously Approved | Requested for 2018 | Future Costs | Total Project Costs |
| \$600,000 | \$0 | \$0 | \$600,000 |

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the Storm Drainage Master Plan in 2017 and 2018.

The Town's stormwater infrastructure network is supported through eight 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 proposed Stormwater Master Plan will focus on an analysis of the storm infrastructure within the eight (8) storm pumping station service areas.

This analysis will review how 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 storm 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 storm pumping stations is feasible. The Master Plan will follow the Municipal Class Environmental Assessment (EA) process, and is equivalent to the same steps that a Schedule 'B' 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' EA at a later date.

This study was commenced in early 2017 and it is expected to continue until the end of 2018.

In 2017 the Town was successful in receiving approval from the Federation of Canadian Municipalities (FCM) 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.

Previous approved funding provided from:

- Storm Sewer Lifecycle Reserve \$600,000

ST 2. Storm Pump Stations, 2018 Repairs

| Storm Pump Stations, 2018 Repairs - Project Costs Summary | | | |
|---|---|---------------------|----------------------------------|
| Previously Approved \$0 | Requested for 2018 \$100,000 | Future Costs \$0 | Total Project Costs \$100,000 |

At the December 13, 2016 Regular Meeting of Council, PWES Report No. 51/16 titled "2016 Pump & Metering Station Condition Assessment" will recommend to use the recommendations contained within the report to form the basis of the annual PWES Capital Works Plan.

The Town owns and operates eight (8) storm pump stations. The 2016 Pump & Metering Station Condition Assessment had identified 'Immediate Repairs' and '10 Year Repairs' for the storm pump stations. The proposed (2018) works consist of repairs at the Lesperance Road Storm Pump Station.

Funding to be provided from:

- Storm Sewer Lifecycle Reserve \$100,000

ST 3. Oldcastle Storm Drainage Master Plan

| Oldcastle Storm Drainage Master Plan - Project Costs Summary | | | |
|--|---|---------------------|----------------------------------|
| Previously Approved \$0 | Requested for 2018 \$350,000 | Future Costs \$0 | Total Project Costs \$350,000 |

The stormwater infrastructure network located within the Oldcastle Hamlet area is comprised of a combination of roadside ditches, Municipal Drains, storm sewers, swales/sub-drains, as well as County and Provincial storm infrastructure. There are three (3) distinct watershed areas within the Oldcastle Hamlet which include Little River (8 outlets), Turkey Creek (1 outlet), and River Canard (3 outlets).

The proposed Oldcastle Storm Drainage Master Plan will focus on an analysis of the storm infrastructure within these watersheds and will set the framework for how stormwater is addressed for new and re-developments.

This analysis will review how the storm infrastructure functions during minor rainfall events (what can be contained within the ditches, drains, and sewers), and major rainfall events (which would follow overland flood routes). The Master Plan will follow the Municipal Class Environmental Assessment (EA) process, and is equivalent to the same steps that a Schedule 'B' EA would follow.

Administration recommends Stantec Consulting Limited be retained to complete the Oldcastle Storm Drainage Master Plan based on their experience with assisting the Town on reviewing stormwater management reports for individual sites as well as proposed developments within the Oldcastle Hamlet area. Stantec has also recently completed the Upper Little River Watershed Master Plan.

Funding to be provided from:

- Storm Sewer Lifecycle Reserve \$350,000

MUNICIPAL DRAIN PROJECTS

Town of Tecumseh is obligated to manage, repair, maintain and improve the 120 Municipal Drains (totaling 221km) in accordance with the Drainage Act, including assessing costs to the benefitting upstream landowners according to the most current by-law. Municipal Drains are not municipal infrastructure, and only the Town's assessment is actually funded from the general tax rate.

There are currently over 40 active drainage projects that the Town is undertaking, all of which are at various stages of design or construction. The Drainage Superintendent receives requests for maintenance or repair and improvements for Municipal Drains, and determines which section of the Drainage Act is most suitable to proceed with the request. These drainage requests, and subsequent works, are addressed as they occur and brought before Council for their approval on a project by project basis.

Funding for the Town's assessment for Municipal Drains will generally come from the Drains Lifecycle Reserves.

2019 TO 2022 PROJECTS

This section provides a higher level discussion on projects being proposed for 2019 to 2022.

- **2017 – 2019: South Talbot Road Reconstruction** (Cost of \$2,330,500, excluding Culvert No.46 &47)

The section of South Talbot Road between County Road 9 (Howard Avenue) and County Road 11 (Walker Road) consists of a paved two-lane rural cross-section road. Over the last number of years, portions of this section have been rehabilitated: (i) A 1,030m section west of County Road 11 was milled and paved approximately eight years ago, and is still in relatively good shape, (ii) A 250m section east of County Road 9 was reconstructed approximately five years ago by the MTO as part of the realignment into the Laurier Parkway. The remaining section of South Talbot Road, a 1,590m length (250m east of County Road 9 to 400m east of Holden Road) is in need of repairs.

It was Administration's intent to include this section of South Talbot Road as part of the annual asphaltting program in 2017. However, a geotechnical investigation of the existing road structure confirmed that there is insufficient granular base and organic material within the subbase, and that a full road reconstruction is recommended over a mill/pave operation.

The South Talbot Road Reconstruction project is to be combined with the replacement of Culverts No.46 and No.47 into a single tender to benefit from the efficiencies of completing the engineering, tendering, and construction in one package.

➤ **2017 – 2020: Manning Road Improvement Project, Phases 2&3** (Cost of \$10,248,070)

The Town completed a Class Environmental Assessment (EA) in April 2010 for improvements to the East Townline Drain (Manning Road) Storm Pump Station. The proposed upgrades to the pump station and drain enclosure along Manning Road provided an opportunity to improve this portion of Manning Road by constructing an urban cross-section that accommodates pedestrians, cyclists and urban design features to create an aesthetically pleasing gateway into Lakewood Park. The limits of the Class EA included Manning Road from Riverside Drive to St. Gregory's Road.

The Town actively pursued senior government funding and on July 8, 2011, the Ontario Minister of Finance announced a grant for financial assistance to the Town in the amount of \$6,183,333, which represented a one-third share of the total project cost of \$18.55M. The Town was able to amend the funding agreement with the Ontario Government so that the \$6.1M grant could be utilized in Phase 1, being the construction of the storm pump station and associated facilities, and the reconstruction of a section of Riverside Drive (Manning Road to Christy Lane), including the roundabout at the Manning Road/Riverside Drive intersection. Construction of Phase 1 was completed in 2014.

At the December 13, 2016 Regular Council Meeting, Council approved the recommendations (Motion RCM-442/16) of PWES Report No. 54/16 titled "2017-2021 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with finalizing the engineering design for Manning Road Improvement Project, Phases 2 & 3 in 2017, and proceed with construction in 2019 and 2020 respectively.

The total project cost of \$10,248,070 includes \$5,143,110 for Phase 2 and \$5,104,960 for Phase 3. Expected recoveries from the County of Essex are anticipated to be \$120,000 for a portion of the Bike Lanes (under CWATS), and 450,000 for a portion of Manning Road reconstruction (under the Connecting Link Agreement).

➤ **2019+: Culvert Works (Structures with Spans < 3.0m)**

The 2016 Culvert Needs Study (Structures with Spans < 3.0m) had identified two (2) structures to be replaced immediately; 10 structures to be rehabilitated or replaced within a 1-5 year timeframe; and three (3) structures to be rehabilitated or replaced within a 6-10 year timeframe. The recommended culvert works are as follows:

- 2017/2019 – Culvert No.46, South Talbot Road (cost of \$410,500)
- 2017/2019 – Culvert No.47, South Talbot Road (Cost of \$195,410)
- 2019/2020 – Culvert No.54, Snake Lane Road (cost of \$449,000)
- 2019/2020 – Culvert No.53, Snake Lane Road (cost of \$458,000)
- 2019/2020 – Culvert No.42, Snake Lane Road (cost of \$501,000)
- 2021/2022 – Culvert No.51, 8th Concession Road (cost of \$130,000)
- 2021/2022 – Culvert No.70, 12th Concession Road (cost of \$144,000)
- 2023/2024 – Culvert No. 48, Holden Road (cost of \$550,000)

➤ **2019: Roads Needs Study** (Cost of \$90,000)

The purpose of the Roads Needs Study is to assess the existing road system in the Town of Tecumseh and to prepare a comprehensive plan for improving and maintaining the road system over the next 5 year period. Road reconstruction is closely coordinated with other infrastructure replacements such as sewer and water in order to achieve a level of cost saving. Initiatives such as these help to increase the customers level of service as well as reduce frequency of

large scale construction activities. This is a key factor to achieving improvements while achieving overall benefits to the customer through the use of sound planning.

➤ **2019: Storm Pump Station Repairs (2019)** (Cost of \$268,000)

The Town owns and operates eight (8) storm pump stations. The 2016 Pump & Metering Station Condition Assessment had identified 'Immediate Repairs' and '10 Year Repairs' for the storm pump stations. The proposed (2019) works consist of repairs at (i) West St. Louis Storm Pump Station, (ii) Lesperance Road Storm Pump Station, and (iii) (East St. Louis Storm Pump Station.

➤ **2019: Sanitary Pump Station Improvements (2019)** (Cost of \$30,000)

The Town owns and operates four (4) sanitary pump stations. The 2016 Pump & Metering Station Condition Assessment had identified 'Immediate Repairs' and '10 Year Repairs' for the sanitary pump stations. The proposed (2019) works consist of improvements at the Sylvestre Sanitary Pump Station, where the pump and structural supports will be replaced.

➤ **2019 – 2020: Lesperance Road Trail** (Cost of \$864,500)

As part of the Tecumseh Transportation Master Plan (TMP), a network of key Active Transportation facilities was developed to ensure connectivity in the larger network. This network has been coordinated with plans and recommendations from the County Wide Active Transportation Study (CWATS) and the City of Windsor Bicycle Use Master Plan (BUMP). The expansion of the Active Transportation Network is a municipal focus for several reasons, including: it promotes Environmental Sustainability, it promotes personal Health, and it promotes Equity in transportation service.

The Lesperance Road segment from County Road 22 to County Road 42 has been identified to have both On-Road and Off-Road facilities. The Off-Road facility will consist of a 2.4-metre wide asphalt trail with an approximate length of 3,075-metres.

➤ **2019 – 2020: County Road 46 Sanitary Sewer & Laval Extension** (Cost of \$3,072,275, landowner recoveries \$1,732,412)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along County Road 46 from 8th Concession Road to Webster Drive, as well as on Webster Drive (entire length), and the extension of a sanitary sewer through an easement just south of Highway 401. It is proposed to carry out the engineering in 2019, and proceed with construction in 2020. This project will be coordinated with the County's planned road rehabilitation for County Road 46.

Estimated recoveries from landowners for the sanitary sewer would be \$1,732,412, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed in early 2018. Expected recoveries from the County of Essex for the CWATS paved shoulder would be \$119,600 (40% of paved shoulder costs). The project cost of \$3,072,275 includes \$455,000 for road reconstruction, \$232,025 for storm sewers, \$1,336,250 for sanitary sewers, \$750,000 for watermain, and \$299,000 for paved shoulders.

➤ **2019+: County of Essex (Initiated) Projects** (Town cost of \$3,986,000)

The County of Essex has a number of planned projects in the upcoming years, where the Town is obligated to meet financial contributions through cost sharing arrangements. The Town is

also planning on a number of infrastructure improvements as part of these projects. As the projects are more clearly defined in the years to come, Administration will continue to communicate and negotiate with the County as to the Town's exact contribution. These projects consist of the following:

- County Road 11/South Talbot Road (2019, possible Town cost of \$426,000)
The County is currently completing the design of a roundabout at the County Road 11/South Talbot Road intersection. Town's cost share to be negotiated.
- County Road 42 & County Road 43 (2019-2024+, Town cost of \$2,906,500)
As part of the County's 25-year capacity program, County Road 42 and County Road 43 road widenings have been identified to be completed within the next couple of years. The Town's costs consist of a cost share of traffic signal infrastructure and bike lanes, and the installation of sidewalks, multi-use trails, watermains, and sanitary sewers.
- Westlake Drive Extension (2019, cost of \$439,000)
The extension of Westlake Drive is a component of the County's planned advance construction works at the County Road 22/Lesperance Road intersection, the design details which continue to be the subject of discussion with the County. The Town will be seeking to install full municipal services (storm, sanitary, watermain), for which those costs will be full recovery from the lands within the Manning Road Secondary Plan Area.
- County Road 19 (2021, Town cost of \$214,500)
The County is proposing advance construction works at the intersections of County Road 19/County Road 46 intersection and the County Road 19/County Road 34 intersection. The Town's costs are attributed to the replacement of the existing watermains.

➤ **2019+: Scully & St. Mark's Storm Pump Station & Riverside Drive Storm Sewers** (Cost of \$8,329,900)

In 2016 a review of the St. Mark's Storm Pump Station, the Scully (Edgewater) Storm Pump Station and the existing storm sewer infrastructure within the contributing drainage area was conducted. The results indicated that the pump stations cannot accommodate the future projected flows from the drainage areas once some of the existing streets are reconstructed to an urban cross section. These results were discussed and included in PWES Report No. 52/16 titled "Arlington Boulevard Improvements – Project Update, December 2016", which was brought to Council at the December 13, 2016 Regular Meeting of Council.

As part of the Storm Drainage Master Plan (currently underway), a further detailed analysis will be conducted on the stormwater infrastructure (including pump stations) to determine if any modifications, improvements or pump station consolidations are required. The Master Plan will also identify prioritization of recommended works based on various factors, such as their location within the system, and their existing condition.

The project cost of \$8,329,900 includes \$7,579,900 for storm sewers and pumping stations and \$750,000 for road reconstruction.

Although the Storm Drainage Master Plan has not yet been completed, Administration felt it was important to identify this project within the 5-year capital works plan as it will have an effect on the annual allocation to the storm sewer reserve fund. There is also benefit in having project in a 'shovel ready' state in the event grant funding becomes available from upper levels of government. The timing of design and construction is contingent on the final recommendations

and prioritization in the Storm Drainage Master Plan, the availability of funding, and Council approval.

- **2019 – 2021: Delduca Drive Sanitary Sewer Extension** (Cost of \$2,187,000, landowner recoveries \$1,021,375)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along Delduca Drive. It is proposed to carry out the engineering in 2019, obtain the required easements in 2020, and proceed with construction in 2021.

Estimated recoveries from landowners for the sanitary sewer would be \$1,021,375, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed in early 2018. The project cost of \$2,187,000 includes \$760,000 for road reconstruction, \$468,000 for storm sewers, and \$959,000 for sanitary sewers.

- **2020: Bridge Signage & Roadside Safety Improvements** (Cost of \$379,000)

A number of recent studies and condition assessments on the Town's bridges and culverts have identified areas of improvement for roadside safety. A total of two (2) bridge structures (Bridge Nos. 1010 and 2001), and five (5) culvert structures (Culvert Nos. 39, 57, 63, 64, and 69) will be addressed in one tender package for all of the works.

- **2020+: West Tecumseh Trunk Sewer & Watermain from County Road 22 to CP Railway (WW-1A & W-1A) & Diversion Sewer South of CP Railway (WW-2)** (Cost of \$5,436,000)

The West Tecumseh Trunk Sewer (WW-1A) is proposed to provide direct servicing for new development lands within the Tecumseh Hamlet West Planning Area (north of the CP Railway), and will provide an outlet for existing and new growth south of CP Railway. Based on preliminary design, a 1200mm diameter sewer is required. In order to comply with the Wastewater Agreement between the City of Windsor and the Town of Tecumseh, a flow measurement facility will be required on this trunk sewer prior to discharging to the outlet sewer on County Road 22.

In order to alleviate system surcharges in the Lesperance Road trunk sewer between CP Railway and County Road 22, a new diversion sewer (WW-2) will be constructed through the Hydro corridor south of CP Railway from the West Tecumseh Trunk Sewer to the trunk sewer on St. Alphonse Avenue. All flows from the St. Alphonse sewer will be diverted to the new outlet.

Total project cost estimate is \$5,436,000 with \$2,970,000 for WW-1A, \$1,553,000 for W-1A and \$913,000 for WW-2. It is proposed to complete the engineering in 2020, construction of WW-1A, W-1A and WW-2 to follow in subsequent years as funding becomes available.

- **2021 – 2022: Ure Street Sanitary Sewer Extension** (Cost of \$1,587,000, landowner recoveries \$905,515)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along Ure Street from Delduca Drive to North Talbot Road. It is proposed to carry out the engineering in 2021 and proceed with construction in 2022.

Estimated recoveries from landowners for the sanitary sewer would be \$905,515, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed in early

2018. The project cost of \$1,587,000 includes \$509,000 for sanitary sewers, \$667,000 for road reconstruction, and \$411,000 for storm sewers.

➤ **2021+: Peter Cecile (Kensington) Storm Pump Station & Riverside Drive Sanitary Trunk Storage** (Cost of \$8,061,750)

In 2016 a review of the Peter Cecile (Kensington) Storm Pump Station and existing storm sewer infrastructure within the contributing drainage area was conducted. The results indicated that the pump station cannot accommodate the future projected flows from the drainage area once some of the existing streets are reconstructed to an urban (or semi-urban) cross section.

As part of the Storm Drainage Master Plan (currently underway), a further detailed analysis will be conducted on the stormwater infrastructure (including pump stations) to determine if any modifications or improvements are required. The Master Plan will also identify prioritization of recommended works based on various factors, such as their location within the system, and their existing condition.

In 2013 the Town completed a Class Environmental Assessment (EA) on the Sanitary Sewage Collection System in Wards 1 and 2. As part of the EA, there were a number of various solutions to address the problem of basement flooding and the lack of capacity in the sanitary sewage system to accommodate future growth. Two of the recommended solutions had already been implemented, that being the construction of the Lakewood Sanitary Pump Station, and the installation of the Lakewood Park Trunk Sewer. The next stage would be to replace the existing sanitary sewer on Riverside Drive (Kensington to Pentilly) with a large diameter storage pipe.

The project cost of \$8,061,750 includes \$5,938,000 for storm sewers and pump stations, \$1,375,000 for sanitary sewers, and \$748,750 for road reconstruction.

Although the Storm Drainage Master Plan has not yet been completed, Administration felt it was important to identify this project within the 5-year capital works plan as it will have an effect on the annual allocation to the storm sewer reserve fund. There is also benefit in having project in a 'shovel ready' state in the event grant funding becomes available from upper levels of government. The timing of design and construction is contingent on the final recommendations and prioritization in the Storm Drainage Master Plan, the availability of funding, and Council approval.

➤ **2022 – 2023: O'Neil Street Sanitary Sewer Extension** (Cost of \$1,794,000, landowner recoveries \$739,285)

The next project considered under the 8th Concession Road sanitary service area is the extension of a sanitary sewer along O'Neil Street from Deluca Drive to North Talbot Road. It is proposed to carry out the engineering in 2022 and proceed with construction in 2023.

Estimated recoveries from landowners for the sanitary sewer would be \$739,285, and will be refined once the By-Law for the 8th Concession Road sanitary service area is completed in early 2018. The project cost of \$1,794,000 includes \$566,000 for sanitary sewers, \$772,000 for road reconstruction, and \$456,000 for storm sewers.

CONSULTATIONS

Director Financial Services & Treasurer
Director Planning & Building Services

FINANCIAL IMPLICATIONS

The total capital expenditures proposed for 2018 totals just over \$11.3M with an additional \$47.1M projected over the remaining four years of the five-year capital works plan. Details of expenditures by project and year are included in the tables.

Generally speaking funding for most projects is covered through lifecycle, grants and rates however the following categories are projected to be in deficit positions:

Bridges Lifecycle Reserve

The 2016 Culvert Needs Study (Structures with Spans < 3.0M) conducted a condition assessment of the culverts and prepared a comprehensive plan for improving and maintaining these structures. The study details a program including immediate, 1-5 Years and 6-10 Years requirements totalling \$5.9M in expenditures. The 2017 budget included doubling the annual bridge lifecycle contribution from \$270,000 to \$540,000 over the 2017 to 2019 budget years. The new allocation will likely be sufficient on a long term basis but is not enough to fund the existing back log of works required over the next ten years. Based on current allocations the Bridges LC will be in a deficit of over \$1.7M by the end of 2022. Administration will consider options to offset the deficit including reallocating funds from the Road LC, borrowing, grants, increasing the annual allocation and stretching out the works over a longer period of time.

Storm Sewer Lifecycle Reserve

The reserve is expected to be in a deficit position by the end of 2018 with the funding of the Stormwater Master Plan and Rossi Drive projects. By 2019, the deficit is expected to be \$2.6M largely as a result of the \$1.7M required for Manning Road/ETLD Drain Relocation – Phase 2 project.

A major contributor to the deficit is that the Town has significantly enhanced storm infrastructure with funding coming from Storm Sewer LC whereas a portion of the funds should come from new infrastructure funds. Examples include Brighton and Manning Roads pump stations being enhanced, over what was previously in place, along with certain road projects in the St. Clair Beach and Oldcastle areas where the storm system is being enhanced. Deficits have been manageable using grants and additional funding provided by the Roads LC.

The Stormwater Master Plan will provide additional information on what is required on a go forward basis. The Plan will provide assistance in determining the proper annual allocation for replacing existing storm sewers as well as an allocation for new enhanced storm works that may be required.

The Scully & St. Mark's Storm Pump Station and Riverside Storm Sewers project has been identified in the five-year capital works plan. The project cost of \$7.6 million would put the reserve in a significant deficit position. It was felt that there would be benefit to having the project in a "shovel ready" state in the event of grant availability. The timing of design and construction is contingent on the final recommendations of the Master Plan, the availability of funding, and Council approval.

Wastewater Sewers Reserve Fund

The reserve fund continues to be in a deficit position. Lack of sustained growth has meant the Town has had to fund infrastructure for longer than originally anticipated. This is anticipated to continue

for a number of years and will get worse as the 8th Concession Road sanitary service area build out continues; the Town will prepay the works and recover funding over time.

In addition water usage continues to decline on a per household basis which has placed an increased strain on fund requirements.

Administration will look at debt funding in order to address the cash flow issues facing the wastewater infrastructure system.

For purposes of putting together this PWES Capital Plan, Administration has assumed that new sidewalk and CWATS projects would be funded by the Infrastructure Reserve. Neither the Sidewalk LC nor the Trail LC annual allocations of \$74,000 and \$50,000 respectively allow for any significant new infrastructure. Administration continues to work at refining estimates for new infrastructure requirements to be funded from the Infrastructure LC as well as other methods of financing. Additional analysis will be brought before Council as these works continue.

Projected Lifecycle Reserve and Reserve Fund balances are provided in attached schedules.

LINK TO STRATEGIC PRIORITIES

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

COMMUNICATIONS

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Reviewed by:

Phil Bartnik, P.Eng.
Manager Engineering Services

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

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(s):

1. 2018-2022 Public Works & Environmental Services Capital Works Plan
2. Road Lifecycle Funding Summary – November 27, 2017
3. Bridges Lifecycle Funding Summary – November 27, 2017
4. Sidewalk Lifecycle Funding Summary – November 27, 2017
5. Storm Sewer Lifecycle Funding Summary – November 27, 2017
6. Wastewater Sewers Reserve Fund Summary – November 29, 2017
7. Wastewater Facilities Reserve Fund Summary – November 25, 2017
8. Watermain Reserve Fund Summary – November 27, 2017
9. Water Facilities Reserve Fund Summary – November 27, 2017
10. Infrastructure Reserve Funding Summary – November 29, 2017

PB

Attachment No. 1

| TOWN OF TECUMSEH Public Works and Environmental Services 2018 - 2022 Public Works & Environmental Services Capital Works Plan | | | | | | | | | | | | |
|---|---------------|--------------|--------------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|
| Construction | Engineering | Contingency | Total | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | | |
| Roads | | | | | | | | | | | | |
| Paving | \$ 7,935,000 | \$ - | \$ - | \$ 7,935,000 | \$ 1,160,000 | \$ 1,775,000 | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 | \$ 1,000,000 | | |
| Traffic Signal Upgrades/Maintenance | \$ 83,000 | \$ 12,450 | \$ 8,300 | \$ 103,750 | | | \$ 62,500 | | | | | |
| Traffic Signal Reconstruction (Riverside/Lesperance) | \$ 105,000 | \$ 30,000 | \$ 5,300 | \$ 140,300 | \$ 140,300 | | | | | | | |
| Traffic Signal Reconstruction (Lesperance/McNorton) | \$ 1,402,250 | \$ 24,750 | \$ - | \$ 165,000 | | | \$ 165,000 | | | | | |
| Tecumseh Road CIP - Phase 1 | \$ 10,131,900 | \$ 1,665,360 | \$ 946,000 | \$ 12,743,260 | \$ 93,100 | \$ 521,492 | | | | | | |
| Tecumseh Road CIP - Phase 2 | \$ 5,579,980 | \$ 846,540 | \$ 538,020 | \$ 6,964,540 | \$ 47,000 | \$ 88,298 | | | | | | |
| Tecumseh Road CIP - Phase 3 | \$ 2,930,130 | \$ 445,078 | \$ 282,870 | \$ 3,658,078 | | | | | | | | |
| Tecumseh Road CIP - Phase 4 | \$ 3,027,950 | \$ 459,522 | \$ 292,050 | \$ 3,779,522 | | | | | | | | |
| Tecumseh Road CIP - Phase 5 | \$ 1,742,250 | \$ 271,418 | \$ 172,500 | \$ 2,186,168 | | | | | | | | |
| Pulleyblank-Crowder-Mono Sanitary Sewer | \$ 1,293,000 | \$ 210,900 | \$ 64,700 | \$ 1,568,600 | | | | | | | | |
| 8th Concession Trunk Sanitary & Watermain Pk1 | \$ 1,160,000 | \$ 164,440 | \$ 58,000 | \$ 1,382,440 | \$ 1,480,600 | | | | | | | |
| Manning Road/ETLD Drain Relocation - Phase 2 | \$ 617,500 | \$ 96,555 | \$ 18,525 | \$ 732,580 | \$ 50,000 | | | | | | | |
| Manning Road Reconstruction - Phase 3 | \$ 4,047,500 | \$ 600,235 | \$ 121,425 | \$ 4,769,160 | \$ 180,000 | | | | | | | |
| South Talbot Road Reconstruction | \$ 2,039,500 | \$ 189,000 | \$ 102,000 | \$ 2,330,500 | \$ 90,000 | | | | | | | |
| Rossi Drive Sanitary Sewer | \$ 950,000 | \$ 155,000 | \$ 47,500 | \$ 1,152,500 | \$ 77,500 | | | | | | | |
| Sylvestre Drive Sanitary Sewer Extension | \$ 1,030,000 | \$ 148,000 | \$ 51,500 | \$ 1,229,500 | \$ 1,075,000 | \$ 1,155,500 | | | | | | |
| Lesperance Road Bike Lanes | \$ 365,000 | \$ 10,000 | \$ - | \$ 110,000 | \$ 74,000 | \$ 110,000 | | | | | | |
| Tecumseh/Lacasse Intersection Improvements | \$ 100,000 | \$ 77,000 | \$ 36,500 | \$ 479,000 | \$ 40,000 | \$ 439,000 | | | | | | |
| County Road 11 / South Talbot Roundabout | \$ 100,000 | \$ - | \$ - | \$ 100,000 | \$ 100,000 | \$ 100,000 | | | | | | |
| Roads Needs Study | \$ - | \$ 90,000 | \$ - | \$ 90,000 | \$ 90,000 | \$ 90,000 | | | | | | |
| Scully & St Mark's Storm PS/Riverside Drive * | \$ 600,000 | \$ 52,500 | \$ 60,000 | \$ 750,000 | \$ 45,000 | \$ 45,000 | | | | | | |
| CR46/Webster/Laval Sanitary Sewer Extension | \$ 350,000 | \$ 52,500 | \$ 52,500 | \$ 455,000 | \$ 227,500 | \$ 227,500 | | | | | | |
| Deluca Drive Sanitary Sewer (LRPCP) | \$ 608,000 | \$ 91,200 | \$ 60,800 | \$ 760,000 | \$ 45,600 | \$ 45,600 | | | | | | |
| Kensington Storm PS/Riverside Drive Sanitary * | \$ 575,000 | \$ 116,250 | \$ 57,500 | \$ 748,750 | | | | | | | | |
| Ure Street Sanitary Sewer (LRPCP) | \$ 533,900 | \$ 80,100 | \$ 53,400 | \$ 667,000 | | | | | | | | |
| CR42: CR43 to Lesperance | \$ 50,000 | \$ - | \$ - | \$ 50,000 | | | | | | | | |
| CR42: Lesperance to CR19 | \$ 50,000 | \$ - | \$ - | \$ 50,000 | | | | | | | | |
| CR42: Lesperance to CR19 (LRPCP) | \$ 617,500 | \$ 92,600 | \$ 61,800 | \$ 772,000 | | | | | | | | |
| CR42: Lesperance to CR19 (Sidewalks) | \$ 755,300 | \$ 113,300 | \$ 75,500 | \$ 944,000 | | | | | | | | |
| Moynahan-Hennin-Regal Sanitary Sewer | \$ 47,517,660 | \$ 6,132,198 | \$ 3,166,690 | \$ 56,816,648 | \$ 4,655,800 | \$ 3,683,790 | \$ 6,025,680 | \$ 6,044,160 | \$ 2,567,525 | \$ 1,723,300 | \$ 2,472,975 | |
| Sidewalks/Pathways | | | | | | | | | | | | |
| Sidewalk Repair Program | \$ 345,000 | \$ - | \$ - | \$ 345,000 | \$ 69,000 | \$ 69,000 | \$ 69,000 | \$ 69,000 | \$ 69,000 | \$ 69,000 | \$ 69,000 | |
| Riverside Drive Trail | \$ 680,000 | \$ 102,000 | \$ 68,000 | \$ 850,000 | \$ 68,000 | \$ 782,000 | \$ 49,900 | \$ 814,600 | | | | |
| Lesperance Road Trail (CR22 to CR42) | \$ 665,000 | \$ 99,750 | \$ 99,750 | \$ 864,500 | | | | | | | | |
| CR42 / CR19 Roundabout (Sidewalks) | \$ 16,500 | \$ - | \$ 2,500 | \$ 19,000 | | | | \$ 19,000 | | | | |
| CR42: CR43 to Lesperance (Sidewalks) | \$ 352,000 | \$ - | \$ 10,000 | \$ 362,000 | | | | | | | | |
| CR42: Lesperance to CR19 (Sidewalks) | \$ 50,000 | \$ - | \$ 7,500 | \$ 57,500 | | | | | | | | |
| CR42: City Limits to CR43 (Sidewalks) | \$ 91,000 | \$ - | \$ 13,700 | \$ 104,700 | | | | | | | | |
| | \$ 2,159,500 | \$ 201,750 | \$ 201,450 | \$ 2,602,700 | \$ 137,000 | \$ 851,000 | \$ 118,900 | \$ 902,600 | \$ 431,000 | \$ 126,500 | \$ 173,700 | |
| CWATS Projects | | | | | | | | | | | | |
| CR11: Hwy 401 to NTR (Multi-Use Trail) | \$ 293,000 | \$ 52,000 | \$ 29,300 | \$ 374,300 | \$ 5,650 | \$ 136,000 | \$ 232,650 | \$ 1,000 | | | | |
| CR46: Hwy 401 to 5th Concession (Bike Lanes) | \$ 1,000 | \$ - | \$ - | \$ 1,000 | | | | | | | | |
| CR42: Hwy 401 to 8th Concession (Paved Shoulder) | \$ 260,000 | \$ - | \$ 39,000 | \$ 299,000 | | | | \$ 299,000 | | | | |
| CR42: CR43 to Lesperance (Bike Lanes) | \$ 13,300 | \$ - | \$ - | \$ 13,300 | | | | \$ 13,300 | | | | |
| CR43: Barwell Division (Multi-Use Trail) | \$ 285,000 | \$ - | \$ 57,000 | \$ 342,000 | | | | \$ 342,000 | | | | |
| CR42: Lesperance to CR19 (Bike Lanes) | \$ 4,200 | \$ - | \$ - | \$ 4,200 | | | | | \$ 4,200 | | | |
| CR42: City Limits to CR43 (Bike Lanes) | \$ 858,500 | \$ 52,000 | \$ 126,300 | \$ 1,036,800 | \$ 5,650 | \$ 136,000 | \$ 232,650 | \$ 300,000 | \$ 355,300 | \$ 4,200 | \$ 3,000 | |

Page 1 of 5

| TOWN OF TECUMSEH Public Works and Environmental Services 2018 - 2022 Public Works & Environmental Services Capital Works Plan | | | | | | | | | |
|---|-------------|-------------|-------|------|------|------|------|------|------|
| Construction | Engineering | Contingency | Total | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 |

| | | | | | | | | | |
|---|--------------|------------|------------|--------------|------------|------------|--------------|--------------|------------|
| Bridges | | | | | | | | | |
| Bridge & Culvert Condition Assessment (<3m Span) | \$ - | \$ 75,000 | \$ - | \$ 75,000 | | | | | \$ 75,000 |
| Culvert #1: Riverside Drive | \$ 10,000 | \$ - | \$ 2,000 | \$ 12,000 | \$ 12,000 | \$ 32,000 | | | \$ 40,000 |
| Culvert #58: 10th Concession Road | \$ 20,000 | \$ 3,000 | \$ 3,000 | \$ 26,000 | \$ 26,000 | | | | |
| Culvert #60: 10th Concession Road | \$ 20,000 | \$ 3,000 | \$ 3,000 | \$ 26,000 | \$ 26,000 | | | | |
| Culvert #62: 10th Concession Road | \$ 20,000 | \$ 3,000 | \$ 3,000 | \$ 26,000 | \$ 26,000 | | | | |
| Culvert #67: 11th Concession Road | \$ 15,000 | \$ 3,000 | \$ 2,000 | \$ 20,000 | \$ 20,000 | | | | |
| Culvert #46: South Talbot Road | \$ 290,500 | \$ 90,000 | \$ 30,000 | \$ 410,500 | \$ 40,000 | \$ 370,500 | | | |
| Culvert #47: South Talbot Road | \$ 131,410 | \$ 50,000 | \$ 14,000 | \$ 195,410 | \$ 20,000 | \$ 175,410 | | | |
| Culvert #35: Rossi Drive | \$ 30,000 | \$ 4,500 | \$ 1,500 | \$ 36,000 | | \$ 36,000 | | | |
| Sullivan Creek at 12th Concession (1004) | \$ 230,000 | \$ 85,000 | \$ 11,500 | \$ 327,000 | | \$ 284,000 | | | |
| Townline Road Drain at 6th Concession Road (1014) | \$ 250,000 | \$ 85,000 | \$ 12,500 | \$ 347,500 | \$ 43,000 | \$ 304,500 | | | |
| Merrick Creek at 8th Concession Road (1013) | \$ 230,000 | \$ 85,000 | \$ 11,500 | \$ 326,500 | \$ 43,000 | \$ 283,500 | | | |
| Culvert #45: South Talbot Road (CR11/STR Works) | \$ 250,000 | \$ 38,000 | \$ 38,000 | \$ 326,000 | | \$ 326,000 | | | |
| Culvert #42: Snake Lane Road | \$ 385,000 | \$ 58,000 | \$ 58,000 | \$ 501,000 | | \$ 29,000 | \$ 472,000 | | |
| Culvert #53: Snake Lane Road | \$ 352,000 | \$ 53,000 | \$ 53,000 | \$ 458,000 | | \$ 26,500 | \$ 431,500 | | |
| Culvert #54: Snake Lane Road | \$ 345,000 | \$ 52,000 | \$ 52,000 | \$ 449,000 | | \$ 26,000 | \$ 423,000 | | |
| Roadside Safety Improvements - Bridge #1010 | \$ 50,000 | \$ 10,000 | \$ 8,000 | \$ 68,000 | | | \$ 68,000 | | |
| Roadside Safety Improvements - Bridge #2001 | \$ 30,000 | \$ 6,000 | \$ 5,000 | \$ 41,000 | | | \$ 41,000 | | |
| Roadside Safety Improvements - Culvert #69 | \$ 40,000 | \$ 8,000 | \$ 6,000 | \$ 54,000 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #64 | \$ 40,000 | \$ 8,000 | \$ 6,000 | \$ 54,000 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #63 | \$ 40,000 | \$ 8,000 | \$ 6,000 | \$ 54,000 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #39 | \$ 40,000 | \$ 8,000 | \$ 6,000 | \$ 54,000 | | | \$ 54,000 | | |
| Culvert #51: 8th Concession Road | \$ 100,000 | \$ 15,000 | \$ 15,000 | \$ 130,000 | | | \$ 54,000 | | |
| Culvert #70: 12th Concession Road | \$ 110,000 | \$ 17,000 | \$ 17,000 | \$ 144,000 | | | | \$ 7,500 | \$ 122,500 |
| Culvert #48: Holden Road | \$ 422,000 | \$ 64,000 | \$ 17,000 | \$ 503,000 | | | | \$ 8,500 | \$ 135,500 |
| | \$ 3,490,910 | \$ 947,500 | \$ 434,000 | \$ 4,872,910 | \$ 170,000 | \$ 197,000 | \$ 1,825,410 | \$ 1,741,500 | \$ 16,000 |
| | | | | | | | | | \$ 373,000 |
| | | | | | | | | | \$ 32,000 |

| | | | | | | | | | |
|---|--------------|------------|-----------|--------------|--------------|------------|--------------|--|-----------|
| Watermains | | | | | | | | | |
| Water & Wastewater Master Plan Update (2016) | \$ - | \$ 50,000 | \$ - | \$ 50,000 | | | | | \$ 50,000 |
| Tecumseh Road CIP - Phase 1 | \$ 430,000 | \$ 92,520 | \$ 43,000 | \$ 565,520 | \$ 28,000 | | | | |
| Tecumseh Road CIP - Phase 2 | \$ 298,900 | \$ 47,030 | \$ 29,890 | \$ 375,820 | \$ 16,000 | | | | |
| Tecumseh Road CIP - Phase 3 | \$ 157,150 | \$ 24,727 | \$ 15,715 | \$ 197,592 | | | | | |
| Tecumseh Road CIP - Phase 4 | \$ 162,250 | \$ 25,529 | \$ 16,225 | \$ 204,004 | | | | | |
| Tecumseh Road CIP - Phase 5 | \$ - | \$ - | \$ - | \$ - | | | | | |
| Pulleybank-Crowder-Moro Sanitary Sewer | \$ 440,000 | \$ 63,900 | \$ 22,000 | \$ 526,000 | \$ 491,600 | | | | |
| 8th Concession Trunk Sanitary & Watermain Pnt | \$ 900,000 | \$ 148,315 | \$ 45,000 | \$ 1,093,315 | \$ 1,037,500 | | | | |
| Water Metering Facilities Repairs | \$ 85,000 | \$ - | \$ - | \$ 85,000 | \$ 85,000 | | | | |
| Mack Court Watermain Replacement | \$ 200,645 | \$ 44,105 | \$ 10,035 | \$ 254,790 | \$ 15,000 | \$ 239,790 | | | |
| Lacasse Park Watermain Replacement | \$ 290,820 | \$ 59,830 | \$ 14,540 | \$ 365,190 | \$ 15,000 | \$ 350,190 | | | |
| Tecumseh Road Watermain Abandonment | \$ 183,520 | \$ 44,665 | \$ 9,175 | \$ 237,360 | \$ 15,000 | \$ 222,360 | | | |
| Alden Crescent Watermain Replacement | \$ 130,835 | \$ 31,735 | \$ 6,545 | \$ 169,120 | \$ 15,000 | \$ 154,120 | | | |
| Hwy#3/Roscon Watermain Interconnection | \$ 131,100 | \$ 32,775 | \$ 6,555 | \$ 170,430 | \$ 15,000 | \$ 155,430 | | | |
| Rossi Drive Sanitary Sewer | \$ 35,000 | \$ 25,000 | \$ - | \$ 60,000 | \$ 25,000 | \$ 35,000 | | | |
| Manning Road/ETLD Drain Relocation - Phase 2 | \$ 373,000 | \$ 58,325 | \$ 11,190 | \$ 442,520 | \$ 25,000 | \$ 417,520 | | | |
| County Road 11 (North) Sanitary Sewer | \$ - | \$ 6,000 | \$ - | \$ 6,000 | | | | | |
| Hwy#3/Walker Rd Watermain Replacement | \$ 1,595,000 | \$ 269,250 | \$ 79,750 | \$ 1,944,000 | \$ 6,000 | \$ 134,600 | \$ 1,809,400 | | |
| Anode Protection Program | \$ 375,000 | \$ - | \$ - | \$ 375,000 | | | | | |

| TOWN OF TECUMSEH Public Works and Environmental Services 2018 - 2022 Public Works & Environmental Services Capital Works Plan | | | | | | | | | | | |
|---|--------------|--------------|-------------|---------------|--------------|--------------|--------------|--------------|------------|------------|------|
| | Construction | Engineering | Contingency | Total | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
| SCADA Software/Server/Nodes Update | \$ 73,500 | \$ - | \$ - | \$ 73,500 | | \$ 73,500 | | | | | |
| Water Meter Reader System Update | \$ 15,000 | | | \$ 15,000 | | \$ 15,000 | | | | | |
| Westlake Drive - San, Stim, Water | \$ 85,000 | \$ 12,750 | \$ 12,750 | \$ 111,000 | | | \$ 111,000 | | | | |
| CR46/Webster/Laval Sanitary Sewer Extension | \$ 600,000 | \$ 90,000 | \$ 60,000 | \$ 750,000 | | | \$ 45,000 | \$ 705,000 | | | |
| CR42 / CR19 Roundabout - Water & Sanitary | \$ 225,000 | \$ 33,750 | \$ 22,500 | \$ 281,000 | | | | \$ 281,000 | | | |
| West Tecumseh Trunk Watermain (WV-1A) | \$ 1,550,000 | \$ 230,000 | \$ 172,500 | \$ 1,953,000 | | | | \$ 115,000 | \$ 162,500 | | |
| CR19 @ CR46 Advanced Construction | \$ 125,000 | \$ 18,750 | \$ 18,750 | \$ 162,500 | | | | | \$ 52,000 | | |
| CR19 @ CR34 Advanced Construction | \$ 40,000 | \$ 6,000 | \$ 6,000 | \$ 52,000 | | | | | \$ 52,000 | | |
| CR42: Lesperance to CR19 - Watermain | \$ 320,000 | \$ 48,000 | \$ 32,000 | \$ 400,000 | | | | | | \$ 400,000 | |
| | \$ 8,421,720 | \$ 1,462,956 | \$ 634,120 | \$ 10,519,661 | \$ 1,789,100 | \$ 1,804,990 | \$ 2,382,920 | \$ 1,263,500 | \$ 52,000 | \$ 400,000 | \$ - |

Wastewater Projects

[illegible]

Storm Sewers

| | | | | | |
|----------------------------|------------|-----------|------------|-----------|-----------|
| Teumseh Road C/P - Phase 1 | \$ 700,000 | \$ 70,000 | \$ 770,000 | \$ 10,000 | \$ 27,410 |
| Teumseh Road C/P - Phase 2 | \$ - | \$ - | \$ - | \$ 10,000 | |

| TOWN OF TECUMSEH Public Works and Environmental Services 2018 - 2022 Public Works & Environmental Services Capital Works Plan | | | | | | | | | | | | |
|---|---------------|---------------|--------------|----------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|--|
| Construction | Engineering | Contingency | Total | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | | |
| Municipal Drains | | | | | | | | | | | | |
| Manning Road/ETLD Drain Relocation - Phase 2 | \$ 1,735,000 | \$ 340,300 | \$ 52,000 | \$ 2,127,300 | \$ 105,000 | \$ 2,022,300 | | | | | | |
| | \$ 1,735,000 | \$ 340,300 | \$ 52,000 | \$ 2,127,300 | \$ 105,000 | \$ 2,022,300 | | | | | | |
| TOTAL | | | | | | | | | | | | |
| | \$ 98,530,439 | \$ 15,152,843 | \$ 7,396,120 | \$ 121,081,364 | \$ 12,178,550 | \$ 11,343,214 | \$ 17,604,245 | \$ 12,443,660 | \$ 13,420,625 | \$ 3,604,850 | \$ 10,592,225 | |
| * Subject to final recommendations and prioritization in the Storm Drainage Master Plan, available funding, and council approval | | | | | | | | | | | | |
| MAJOR PROJECTS SUMMARY | | | | | | | | | | | | |
| Oldcastle - North Talbot - Sanitary Area | | | | | | | | | | | | |
| Pulleyblank-Crowder-Moro Sanitary Sewer | \$ 3,178,000 | \$ 478,300 | \$ 159,000 | \$ 3,815,600 | \$ 3,595,600 | | | | | | | |
| Rossi Drive Sanitary Sewer | \$ 1,851,500 | \$ 339,500 | \$ 90,800 | \$ 2,281,800 | \$ 180,000 | \$ 2,101,800 | | | | | | |
| County Road 11 (North) Sanitary Sewer | \$ 1,168,000 | \$ 230,000 | \$ 134,300 | \$ 1,532,300 | \$ 136,650 | \$ 211,000 | \$ 1,184,650 | | | | | |
| Olympia-Aslor-Solar Sanitary Sewer | \$ 1,883,400 | \$ 282,500 | \$ 188,400 | \$ 2,354,000 | | | | | | | | |
| County Road 11 (South) Sanitary Sewer | \$ 300,000 | \$ 45,000 | \$ 30,000 | \$ 375,000 | | | | | | | | |
| Oldcastle - 8th Concession - Sanitary Area | | | | | | | | | | | | |
| 8th Concession Trunk Sanitary & Watermain PRT | \$ 3,940,000 | \$ 585,405 | \$ 197,000 | \$ 4,722,405 | \$ 4,542,000 | | | | | | | |
| CR46Webster/Laval Sanitary Sewer Extension | \$ 2,457,425 | \$ 329,650 | \$ 285,200 | \$ 3,072,275 | | | \$ 366,075 | \$ 2,706,200 | | | | |
| Deludca Drive Sanitary Sewer (LRPCP) | \$ 1,709,900 | \$ 306,500 | \$ 171,000 | \$ 2,187,000 | | | \$ 153,250 | \$ 75,000 | \$ 1,958,750 | | | |
| Ure Street Sanitary Sewer (LRPCP) | \$ 1,270,200 | \$ 190,500 | \$ 127,100 | \$ 1,587,000 | | | | | \$ 96,000 | \$ 1,491,000 | | |
| O'Neil Street Sanitary Sewer (LRPCP) | \$ 1,469,100 | \$ 220,300 | \$ 104,400 | \$ 1,794,000 | | | | | | \$ 110,150 | \$ 1,683,850 | |
| Moynahan-Herlin-Regal Sanitary Sewer (LRPCP) | \$ 1,796,800 | \$ 269,600 | \$ 127,600 | \$ 2,194,000 | | | | | | | \$ 134,800 | |

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TOWN OF TECUMSEH
Public Works and Environmental Services
2018 - 2022 Public Works & Environmental Services Capital Works Plan

| | Construction | Engineering | Contingency | Total | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|---------------|--------------|--------------|---------------|------------|--------------|--------------|------------|--------------|--------------|------|
| County of Essex (Initiated) Projects | | | | | | | | | | | |
| CR1: Hwy 401 to NTR (Multi-Use Trail) | \$ 293,000 | \$ 52,000 | \$ 29,300 | \$ 374,300 | \$ 5,650 | \$ 136,000 | \$ 232,650 | \$ - | \$ - | \$ - | \$ - |
| County Road 11/South Talbot Roundabout | \$ 100,000 | \$ - | \$ - | \$ 100,000 | \$ - | \$ - | \$ 100,000 | \$ - | \$ - | \$ - | \$ - |
| Culvert #45: South Talbot Road (CR11/STR Works) | \$ 250,000 | \$ 38,000 | \$ 38,000 | \$ 326,000 | \$ - | \$ - | \$ 326,000 | \$ - | \$ - | \$ - | \$ - |
| Westlake Drive - San, Stim, Water | \$ 337,000 | \$ 50,750 | \$ 50,750 | \$ 438,500 | \$ - | \$ - | \$ 438,500 | \$ - | \$ - | \$ - | \$ - |
| CR42 / CR19 Roundabout | \$ 257,500 | \$ 36,050 | \$ 26,500 | \$ 319,800 | \$ - | \$ - | \$ - | \$ 319,800 | \$ - | \$ - | \$ - |
| CR19 @ CR46 Advanced Construction | \$ 125,000 | \$ 18,750 | \$ 18,750 | \$ 162,500 | \$ - | \$ - | \$ - | \$ 162,500 | \$ - | \$ - | \$ - |
| CR42 / CR43 to Leeperance | \$ 1,335,300 | \$ 138,000 | \$ 102,000 | \$ 1,575,300 | \$ - | \$ - | \$ - | \$ - | \$ 1,575,300 | \$ - | \$ - |
| CR19 @ CR34 Advanced Construction | \$ 40,000 | \$ 6,000 | \$ 6,000 | \$ 52,000 | \$ - | \$ - | \$ - | \$ - | \$ 52,000 | \$ - | \$ - |
| CR43: Barwell Diversion (Multi-Use Trail) | \$ 285,000 | \$ - | \$ 57,000 | \$ 342,000 | \$ - | \$ - | \$ - | \$ - | \$ 342,000 | \$ - | \$ - |
| CR42: Leeperance to CR19 | \$ 464,200 | \$ 54,000 | \$ 43,500 | \$ 561,700 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 561,700 | \$ - |
| CR42: City Limits to CR43 | \$ 93,000 | \$ - | \$ 14,700 | \$ 107,700 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 104,700 | \$ - |
| Other | | | | | | | | | | | |
| Water & Wastewater Master Plan Update (2016) | \$ - | \$ 100,000 | \$ 127,395 | \$ 5,143,110 | \$ 260,000 | \$ 100,000 | \$ 4,883,110 | \$ - | \$ - | \$ - | \$ - |
| Manning Road/ETLD Drain Relocation - Phase 2 | \$ 4,332,500 | \$ 642,535 | \$ 129,925 | \$ 5,104,960 | \$ 180,000 | \$ - | \$ 4,924,960 | \$ - | \$ - | \$ - | \$ - |
| Manning Road - Road Reconstruction - Phase 3 | \$ 11,661,900 | \$ 1,850,500 | \$ 1,099,900 | \$ 14,611,300 | \$ 136,500 | \$ 548,902 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road CIP - Phase 1 | \$ 6,177,780 | \$ 940,600 | \$ 597,800 | \$ 7,716,180 | \$ 76,000 | \$ 88,298 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road CIP - Phase 2 | \$ 3,244,430 | \$ 494,532 | \$ 314,300 | \$ 4,053,262 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road CIP - Phase 3 | \$ 3,352,450 | \$ 510,580 | \$ 324,500 | \$ 4,187,530 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road CIP - Phase 4 | \$ 1,742,250 | \$ 271,418 | \$ 172,500 | \$ 2,186,168 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road CIP - Phase 5 | \$ 680,000 | \$ 102,000 | \$ 68,000 | \$ 850,000 | \$ 68,000 | \$ 782,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Riverside Drive Trail | \$ 665,000 | \$ 99,750 | \$ 99,750 | \$ 864,500 | \$ - | \$ - | \$ 49,900 | \$ 814,600 | \$ - | \$ - | \$ - |
| Leeperance Road Trail (CR22 to CR42) | \$ 3,637,824 | \$ - | \$ - | \$ 3,637,824 | \$ 810,500 | \$ 2,827,324 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Sanitary Sewer Rehabilitation (1&I Removal) | \$ - | \$ 600,000 | \$ - | \$ 600,000 | \$ 300,000 | \$ 300,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Storm Drainage Master Plan | \$ 2,461,410 | \$ 329,000 | \$ 146,000 | \$ 2,936,410 | \$ 150,000 | \$ 40,000 | \$ 2,786,410 | \$ - | \$ - | \$ - | \$ - |
| South Talbot Road Reconstruction & Culverts | \$ 365,000 | \$ 77,000 | \$ 36,500 | \$ 478,500 | \$ - | \$ - | \$ 439,000 | \$ - | \$ - | \$ - | \$ - |
| Tecumseh/Lacasse Intersection Improvements | \$ 200,645 | \$ 44,105 | \$ 10,035 | \$ 254,790 | \$ 15,000 | \$ 239,790 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Mack Court Watermain Replacement | \$ 290,820 | \$ 59,830 | \$ 14,540 | \$ 365,190 | \$ 15,000 | \$ 350,190 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lacasse Park Watermain Replacement | \$ 183,520 | \$ 44,665 | \$ 9,175 | \$ 237,360 | \$ 15,000 | \$ 222,360 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Tecumseh Road Watermain Abandonment | \$ 130,835 | \$ 31,735 | \$ 6,545 | \$ 169,120 | \$ 15,000 | \$ 154,120 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Alden Crescent Watermain Replacement | \$ 131,100 | \$ 32,775 | \$ 6,555 | \$ 170,430 | \$ 15,000 | \$ 155,430 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Hwy#3/Roscon Watermain Interconnection | \$ 1,595,000 | \$ 289,250 | \$ 79,750 | \$ 1,944,000 | \$ - | \$ 134,600 | \$ 1,809,400 | \$ - | \$ - | \$ - | \$ - |
| Hwy#3/Walker Rd Watermain Replacement | \$ 375,000 | \$ - | \$ - | \$ 375,000 | \$ - | \$ 375,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Anode Protection Program | \$ 105,000 | \$ - | \$ - | \$ 105,000 | \$ - | \$ 105,000 | \$ - | \$ - | \$ - | \$ - | \$ - |
| SCADA Software/Server/Nodes Update | \$ 1,711,500 | \$ 302,000 | \$ 85,650 | \$ 2,099,150 | \$ - | \$ 187,400 | \$ 1,911,750 | \$ - | \$ - | \$ - | \$ - |
| Sylvestre Drive Sanitary Sewer Extension | \$ 51,000 | \$ 7,650 | \$ 7,650 | \$ 66,300 | \$ - | \$ - | \$ 66,300 | \$ - | \$ - | \$ - | \$ - |
| West St. Louis Storm PS - Repairs | \$ 181,000 | \$ 18,100 | \$ 18,100 | \$ 217,200 | \$ - | \$ 100,000 | \$ 117,200 | \$ - | \$ - | \$ - | \$ - |
| Leeperance Road Storm PS - Repairs | \$ 65,000 | \$ 9,750 | \$ 9,750 | \$ 84,500 | \$ - | \$ - | \$ 84,500 | \$ - | \$ - | \$ - | \$ - |
| (East) St. Louis Storm PS - Repairs | \$ - | \$ 360,000 | \$ - | \$ 360,000 | \$ - | \$ 120,000 | \$ 240,000 | \$ - | \$ - | \$ - | \$ - |
| Oldcastle Storm Drainage Master Plan | \$ 6,635,900 | \$ 1,030,400 | \$ 663,600 | \$ 8,329,900 | \$ - | \$ - | \$ 515,200 | \$ - | \$ - | \$ - | \$ - |
| Scully & St. Marks Storm PS/Riverside Drive * | \$ 1,150,000 | \$ 230,000 | \$ 172,500 | \$ 1,553,000 | \$ - | \$ - | \$ - | \$ 115,000 | \$ - | \$ - | \$ - |
| West Tecumseh Trunk Watermain (W-1A) | \$ 2,200,000 | \$ 440,000 | \$ 330,000 | \$ 2,970,000 | \$ - | \$ - | \$ - | \$ 220,000 | \$ - | \$ - | \$ - |
| West Tecumseh Trunk Sanitary (WW-1A) | \$ 676,000 | \$ 135,200 | \$ 101,400 | \$ 913,000 | \$ - | \$ - | \$ - | \$ 67,600 | \$ - | \$ - | \$ - |
| Division San Sewers (Intersection Rd) (WW-2) | \$ 6,425,000 | \$ 993,750 | \$ 642,500 | \$ 8,061,750 | \$ - | \$ - | \$ - | \$ - | \$ 486,875 | \$ - | \$ - |
| Kensington Storm PS/Riverside Drive Sanitary * | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 7,564,875 | \$ - |

Attachment No. 2

Road Lifecycle (1500) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|---------------------|---------------------|---------------------|--------------------|--------------------|
| Reserve Balance Start of Year | \$7,334,000 | \$7,351,610 | \$5,459,130 | \$4,117,670 | \$5,682,345 |
| Budget Allocation | \$4,160,000 | \$4,160,000 | \$4,160,000 | \$4,160,000 | \$4,160,000 |
| CWATS | | | \$120,000 | | |
| County Connecting Link Agreement | | | \$450,000 | | |
| Funds Available | \$11,494,000 | \$11,511,610 | \$10,189,130 | \$8,277,670 | \$9,842,345 |
| Committed | | | | | |
| IT GIS Tech % share | \$26,300 | \$26,800 | \$27,300 | \$27,800 | \$27,800 |
| Balance Committed | \$26,300 | \$26,800 | \$27,300 | \$27,800 | \$27,800 |
| Balance Uncommitted | \$11,467,700 | \$11,484,810 | \$10,161,830 | \$8,249,870 | \$9,814,545 |
| Proposed | | | | | |
| Road Paving - Asphaltting 1) | \$1,775,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 |
| Traffic Signal Reconstruct (Riverside/Lesperance) | \$140,300 | | | | |
| Traffic Signal Upgrades/Maintenance | | | \$62,500 | | |
| Traffic Signal Reconstruct (Lesperance/McNorton) | | | \$165,000 | | |
| Tecumseh Road CIP Ph 1 | \$521,492 | | | | |
| Tecumseh Road CIP Phase 2 | \$88,298 | | | | |
| Pulleyblank-Crowder-Moro (Sanitary Sewer) | \$120,000 | | | | |
| 8th Concession Sanitary Trunk & Watermain | \$75,000 | | | | |
| Manning Road - Phase 2 - Drain Relocation | \$17,000 | \$682,580 | | | |
| Manning Road - Phase 3 - Road Reconstruction | \$80,000 | | \$4,589,160 | | |
| Rossi Drive (Sanitary Sewer) | \$1,075,000 | | | | |
| Lesperance Road Bike Lanes | \$110,000 | | | | |
| Sylvestre Drive (Sanitary Sewer) | \$74,000 | \$1,155,500 | | | |
| Tecumseh/Lacasse Intersection Improvements | \$40,000 | \$439,000 | | | |
| South Talbot Road Reconstruction | | \$2,240,500 | | | |
| County Road #11/South Talbot Roundabout | | \$100,000 | | | |
| Roads Needs Study | | \$90,000 | | | |
| Scully & St. Mark's Storm PS/Riverside Drive | | \$45,000 | | \$705,000 | |
| CR #46 Sanitary Sewer Extension (LRPCP) | | \$227,500 | \$227,500 | | |
| Delduca Drive (Sanitary Sewer LRPCP) | | \$45,600 | | \$714,400 | |
| Kensington Storm PS/Riverside Drive Sanitary | | | | \$58,125 | |
| Ure Street (Sanitary Sewer LRPCP) | | | | \$40,000 | \$627,000 |
| CR42: CR43 to Lesperance | | | | \$50,000 | |
| CR42: Lesperance to CR19 | | | | | \$50,000 |
| O'Neil Street Sanitary Sewer (LRPCP) | | | | | \$46,300 |
| Balance Proposed | \$4,116,090 | \$6,025,680 | \$6,044,160 | \$2,567,525 | \$1,723,300 |
| Balance Available | \$7,351,610 | \$5,459,130 | \$4,117,670 | \$5,682,345 | \$8,091,245 |

Notes:

1) General allowance for asphaltting

Attachment No. 3

Bridges Lifecycle (1660) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|-------------------|---------------------|-----------------------|-----------------------|-----------------------|
| Reserve Balance Start of Year | \$ 504,000 | \$ 671,000 | \$ (764,410) | \$ (2,115,910) | \$ (1,741,910) |
| Budget Allocation | \$ 390,000 | \$ 390,000 | \$ 390,000 | \$ 390,000 | \$ 390,000 |
| Funds Available | \$ 894,000 | \$ 1,061,000 | \$ (374,410) | \$ (1,725,910) | \$ (1,351,910) |
| Committed | | | | | |
| Culvert #58: 10 th Concession | \$ 26,000 | | | | |
| Balance Committed | \$ 26,000 | \$ - | \$ - | \$ - | \$ - |
| Balance Uncommitted | \$ 868,000 | \$ 1,061,000 | \$ (374,410) | \$ (1,725,910) | \$ (1,351,910) |
| Proposed | | | | | |
| Culvert Condition Assessment (<3m Span) | | | | | \$ 75,000 |
| Bridge/Culvert Needs Study (>3m) | \$ 32,000 | | \$ 36,000 | | \$ 40,000 |
| Culvert #35: Rossi Drive | \$ 36,000 | | | | |
| Sullivan Creek at 12th Concession (1004) | \$ 43,000 | \$ 284,000 | | | |
| Townline Road Drain at 6th Conc Rd (1014) | \$ 43,000 | \$ 304,500 | | | |
| Merrick Creek at 8th Concession (1013) | \$ 43,000 | \$ 283,500 | | | |
| Culvert #46: South Talbot Road | | \$ 370,500 | | | |
| Culvert #47: South Talbot Road | | \$ 175,410 | | | |
| Culvert #45: South Talbot (CR11/STR Works) | | \$ 326,000 | | | |
| Culvert #42: Snake Lane Road | | \$ 29,000 | \$ 472,000 | | |
| Culvert #53: Snake Lane | | \$ 26,500 | \$ 431,500 | | |
| Culvert #54: Snake Lane | | \$ 26,000 | \$ 423,000 | | |
| Roadside Safety Improvements - Bridge #1010 | | | \$ 68,000 | | |
| Roadside Safety Improvements - Bridge #2001 | | | \$ 41,000 | | |
| Roadside Safety Improvements - Culvert #69 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #64 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #63 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #39 | | | \$ 54,000 | | |
| Roadside Safety Improvements - Culvert #57 | | | \$ 54,000 | | |
| Culvert #51: 8th Concession | | | | \$ 7,500 | \$ 122,500 |
| Culvert #70: 12th Concession | | | | \$ 8,500 | \$ 135,500 |
| Balance Proposed | \$ 197,000 | \$ 1,825,410 | \$ 1,741,500 | \$ 16,000 | \$ 373,000 |
| Balance Available | \$ 671,000 | \$ (764,410) | \$ (2,115,910) | \$ (1,741,910) | \$ (1,724,910) |

Attachment No. 4

Sidewalk Lifecycle (1550) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|------------------|------------------|------------------|------------------|------------------|
| Reserve Balance Start of Year | \$206,000 | \$211,000 | \$216,000 | \$221,000 | \$226,000 |
| Budget Allocation | \$74,000 | \$74,000 | \$74,000 | \$74,000 | \$74,000 |
| Funds Available | \$280,000 | \$285,000 | \$290,000 | \$295,000 | \$300,000 |
| Committed | | | | | |
| Balance Committed | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$280,000 | \$285,000 | \$290,000 | \$295,000 | \$300,000 |
| Proposed | | | | | |
| Sidewalk repair program general allowance | \$69,000 | \$69,000 | \$69,000 | \$69,000 | \$69,000 |
| Balance Proposed | \$69,000 | \$69,000 | \$69,000 | \$69,000 | \$69,000 |
| Balance Available | \$211,000 | \$216,000 | \$221,000 | \$226,000 | \$231,000 |

Attachment No. 5

Storm Sewer Lifecycle (1650) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------------------|----------------------|----------------------|----------------------|----------------------|
| Reserve Balance Start of Year | (\$184,000) | (\$556,960) | (\$2,590,840) | (\$2,260,565) | (\$9,306,715) |
| Budget Allocation | \$864,700 | \$874,700 | \$884,700 | \$884,700 | \$884,700 |
| Electricity Sale to Grid | \$10,000 | | | | |
| Funds Available | \$690,700 | \$317,740 | (\$1,706,140) | (\$1,375,865) | (\$8,422,015) |
| Committed | | | | | |
| Gouin St. Storm Sewer | \$200,000 | | | | |
| Stormwater Master Plan | \$300,000 | | | | |
| Manning Road/ETLD Drain Relocation - Phase 2 | \$15,000 | | | | |
| Balance Committed | \$515,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$175,700 | \$317,740 | (\$1,706,140) | (\$1,375,865) | (\$8,422,015) |
| Proposed | | | | | |
| Tecumseh Road CIP Phase 1 | \$27,410 | | | | |
| Rossi Drive | \$440,800 | | | | |
| Sylvestre Drive Sanitary Sewer Extension | \$4,200 | \$74,050 | | | |
| Pump Station Emergency Response Plan | \$35,000 | | | | |
| SCADA Software/Server/Nodes Update | \$5,250 | | | | |
| Manning Road/ETLD Drain Relocation - Phase 2 | | \$1,668,830 | | | |
| Manning Road Reconstruction - Phase 3 | | | \$335,800 | | |
| Lesperance Road Storm PS Repairs | \$100,000 | \$117,200 | | | |
| Oldcastle Storm Drainage Master Plan | \$120,000 | \$230,000 | | | |
| West St. Louis Storm PS Repairs | | \$66,300 | | | |
| East St. Louis Storm PS Repairs | | \$84,500 | | | |
| Westlake Drive - Sanitary/Storm/Water | | \$156,000 | | | |
| County /Road 46 Sanitary Extension (LRPCP) | | \$13,400 | \$218,625 | | |
| Scully & St. Mark's Storm PS/Riverside Drive | | \$470,200 | | \$7,109,700 | |
| Delduca Drive (LRPCP) | | \$28,100 | | \$439,900 | |
| Kensington Storm PS/Riverside Drive Sanitary | | | | \$356,250 | |
| Ure Street (Sanitary LRPCP) | | | | \$25,000 | \$386,000 |
| O'Neil Street Sanitary Sewer (LRPCP) | | | | | \$28,500 |
| Balance Proposed | \$732,660 | \$2,908,580 | \$554,425 | \$7,930,850 | \$414,500 |
| Balance Available | (\$556,960) | (\$2,590,840) | (\$2,260,565) | (\$9,306,715) | (\$8,836,515) |

Attachment No. 6

Wastewater Sewers Reserve Fund (2550) Funding Summary - November 29, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|---|----------------------|----------------------|----------------------|--------------------|--------------------|
| Reserve Balance Start of Year | (\$2,662,349) | (\$3,306,787) | (\$2,731,963) | (\$1,410,705) | (\$694,066) |
| Estimated Allocation | \$1,426,206 | \$1,527,833 | \$1,630,775 | \$1,780,614 | \$1,912,670 |
| Estimated Interest | (\$60,000) | (\$74,000) | (\$61,000) | (\$32,000) | (\$16,000) |
| Development Charges | \$100,000 | \$100,000 | \$100,000 | \$100,000 | \$100,000 |
| Capital Sewer Charges | \$292,965 | \$1,901,580 | \$1,732,412 | \$1,021,375 | \$905,515 |
| Ontario Community Infrastructure Fund | \$1,049,047 | | | | |
| Canada Water Wastewater Fund | \$1,118,912 | | | | |
| Transfer from Wastewater Facilities RF | \$0 | \$0 | \$0 | | \$0 |
| Funds Available | \$1,264,781 | \$148,626 | \$670,224 | \$1,459,284 | \$2,208,119 |
| Committed | | | | | |
| Debt payments - Lakewood Pump Station | \$200,000 | \$200,000 | \$100,000 | \$0 | \$0 |
| Debt payments - 2012 Non-DC debt | \$57,600 | \$57,600 | \$57,600 | \$57,600 | \$57,600 |
| Debt payments - DC Debt | \$704,144 | \$538,384 | \$258,554 | \$0 | \$0 |
| IT GIS Tech % share | \$26,300 | \$26,800 | \$27,300 | \$27,800 | \$28,400 |
| Sanitary Sewer Rehabilitation (I&I Removal) | \$2,827,324 | | | | |
| Manning Rd/ETLD Relocation - Phase 2 | \$7,000 | | | | |
| Balance Committed | \$3,822,368 | \$822,784 | \$443,454 | \$85,400 | \$86,000 |
| Balance Uncommitted | (\$2,557,587) | (\$674,158) | \$226,770 | \$1,373,884 | \$2,122,119 |
| Proposed | | | | | |
| Water/Wastewater Master Plan Update | \$50,000 | | | | |
| Manning Rd/ETLD Relocation - Phase 2 | | \$91,880 | | | |
| Rossi Drive | \$515,000 | | | | |
| County Road 11 (Walker Road) | \$75,000 | \$952,000 | | | |
| Sylvestre Drive Sanitary Extension | \$109,200 | \$682,200 | | | |
| Westlake Drive - Sanitary, Storm, Water | | \$172,000 | | | |
| CR46 Sanitary Sewer Extension (LRPCP) | | \$80,175 | \$1,256,075 | | |
| CR42/CR19 Roundabout - Sanitary | | | \$18,800 | | |
| West Tecumseh Trunk (WW-1A) | | | \$220,000 | | |
| Diversion Sewers Intersection Road (WW-2) | | | \$67,600 | | |
| Delduca Drive (LPCP) | | \$79,550 | \$75,000 | \$804,450 | |
| CR42: CR43 to Lesperance - Sanitary | | | | \$1,150,000 | |
| Riverside Drive Sanitary Trunk Storage | | | | \$82,500 | |
| Ure Street (LRPCP) | | | | \$31,000 | \$478,000 |
| CR42: Lesperance to CR19 - Sanitary | | | | | \$50,000 |
| O'Neil Street Sanitary Sewer (LRPCP) | | | | | \$35,350 |
| Total Proposed | \$749,200 | \$2,057,805 | \$1,637,475 | \$2,067,950 | \$563,350 |
| Balance Available | (\$3,306,787) | (\$2,731,963) | (\$1,410,705) | (\$694,066) | \$1,558,769 |

Attachment No. 7

Wastewater Facilities (2560) Funding Summary - November 25, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| Reserve Balance Start of Year | \$1,054,159 | \$1,337,909 | \$1,737,909 | \$2,176,909 | \$2,625,909 |
| Estimated Allocation | \$350,000 | \$400,000 | \$400,000 | \$400,000 | \$450,000 |
| Estimated Interest | \$24,000 | \$30,000 | \$39,000 | \$49,000 | \$59,000 |
| Reallocate to Wastewater Sewers RF | \$0 | \$0 | \$0 | \$0 | \$0 |
| Funds Available | \$1,428,159 | \$1,767,909 | \$2,176,909 | \$2,625,909 | \$3,134,909 |
| Committed | | | | | |
| Balance Committed | \$0 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$1,428,159 | \$1,767,909 | \$2,176,909 | \$2,625,909 | \$3,134,909 |
| Proposed | | | | | |
| Sylvestre Sanitary PS Repairs/Improvements | \$15,000 | \$30,000 | | | |
| St. Alphonse Sanitary PS Repairs | \$3,000 | | | | |
| NTR Sanitary Flume, Meter # 4 Repairs | \$6,500 | | | | |
| 8th Concession Flume, Meter # 5 Repairs | \$4,500 | | | | |
| Pump Station Emergency Response Plan | \$35,000 | | | | |
| SCADA Software Update | \$26,250 | | | | |
| Total Proposed | \$90,250 | \$30,000 | \$0 | \$0 | \$0 |
| Balance Available | \$1,337,909 | \$1,737,909 | \$2,176,909 | \$2,625,909 | \$3,134,909 |

Attachment No. 8

Watermain Reserve Fund (2520) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| Reserve Balance Start of Year | \$2,695,000 | \$2,587,280 | \$1,934,637 | \$2,421,717 | \$4,428,190 |
| Estimated Allocation | \$1,634,470 | \$1,706,977 | \$1,742,480 | \$2,041,773 | \$2,158,237 |
| Estimated Interest | \$66,000 | \$58,000 | \$44,000 | \$54,000 | \$100,000 |
| Development Charges | \$48,600 | \$30,000 | \$30,000 | \$30,000 | \$30,000 |
| Transfer from Water Facilities RF | \$0 | \$0 | \$0 | \$0 | \$0 |
| Funds Available | \$4,444,070 | \$4,382,257 | \$3,751,117 | \$4,547,490 | \$6,716,427 |
| Committed | | | | | |
| Tools | \$10,000 | \$27,100 | \$27,600 | \$28,200 | \$28,700 |
| Meters | \$95,000 | \$10,800 | \$11,000 | \$11,300 | \$11,500 |
| IT GIS Tech % share | \$26,300 | \$26,800 | \$27,300 | \$27,800 | \$28,400 |
| Manning Road/ETLD Drain Relocation - 2 | \$9,000 | | | | |
| Balance Committed | \$140,300 | \$64,700 | \$65,900 | \$67,300 | \$68,600 |
| Balance Uncommitted | \$4,303,770 | \$4,317,557 | \$3,685,217 | \$4,480,190 | \$6,647,827 |
| Proposed | | | | | |
| Master Plan Update | \$50,000 | | | | |
| Mack Court Watermain replace | \$239,790 | | | | |
| Lacasse Park Watermain replace | \$350,190 | | | | |
| Tecumseh Rd Watermain abandonment | \$222,360 | | | | |
| Alden Crescent Watermain replace | \$154,120 | | | | |
| Hw#3/Roscon | \$155,430 | | | | |
| Rossi Drive | \$35,000 | | | | |
| Anode Protection Program | \$375,000 | | | | |
| Manning Road/ETLD Drain Relocation - 2 | | \$417,520 | | | |
| Hwy # 3 Watermain Replacement | \$134,600 | \$1,809,400 | | | |
| Westlake Drive - San, Storm, Water | | \$111,000 | | | |
| CR46/Webster/Laval Sanitary Sewer Ext | | \$45,000 | \$705,000 | | |
| CR42/CR19 Roundabout- Water & Sanitary | | | \$281,000 | | |
| West Tecumseh Trunk Watermain (W-1A) | | | \$115,000 | | |
| CR19@CR46 Advanced Construction | | | \$162,500 | | |
| CR19@CR34 Advanced Construction | | | | \$52,000 | |
| CR42: Lesperance to CR19 | | | | | \$400,000 |
| Total Proposed | \$1,716,490 | \$2,382,920 | \$1,263,500 | \$52,000 | \$400,000 |
| Balance Available | \$2,587,280 | \$1,934,637 | \$2,421,717 | \$4,428,190 | \$6,247,827 |

Attachment No. 9

Water Facilities Reserve Fund (2530) Funding Summary - November 27, 2017

| | 2018 | 2019 | 2020 | 2020 | 2021 |
|-----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Reserve Balance Start of Year | \$7,031,000 | \$7,130,300 | \$7,446,100 | \$7,793,400 | \$8,171,200 |
| Estimated Allocation | \$107,000 | \$129,000 | \$152,000 | \$175,000 | \$199,000 |
| Estimated Interest | \$172,300 | \$186,800 | \$195,300 | \$202,800 | \$212,400 |
| Transfer to Watermain RF | \$0 | \$0 | \$0 | \$0 | \$0 |
| Funds Available | \$7,310,300 | \$7,446,100 | \$7,793,400 | \$8,171,200 | \$8,582,600 |
| Committed | | | | | |
| Water Metering Facilities Repairs | \$85,000 | | | | |
| Balance Committed | \$85,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Uncommitted | \$7,225,300 | \$7,446,100 | \$7,793,400 | \$8,171,200 | \$8,582,600 |
| Proposed | | | | | |
| Water Meter Reader System Update | \$15,000 | | | | |
| SCADA Update | \$73,500 | | | | |
| Environmental Building Windows | \$6,500 | | | | |
| Total Proposed | \$95,000 | \$0 | \$0 | \$0 | \$0 |
| Balance Available | \$7,130,300 | \$7,446,100 | \$7,793,400 | \$8,171,200 | \$8,582,600 |

Attachment No. 10

Infrastructure Reserve (1085) Funding Summary - November 29, 2017

| | 2018 | 2019 | 2020 | 2021 | 2022 |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| Reserve Balance Start of Year | \$3,032,000 | \$3,159,200 | \$4,410,150 | \$4,729,650 | \$5,145,850 |
| Budget Allocation - New Infrastructure Levy | \$1,200,000 | \$1,300,000 | \$1,300,000 | \$1,300,000 | \$1,300,000 |
| Budget Allocation - NIL Sportsplex | | \$50,000 | \$200,000 | \$100,000 | \$100,000 |
| DC - repayments | \$76,000 | \$60,000 | \$60,000 | \$60,000 | \$60,000 |
| Tecumseh Baseball re scoreboard | \$8,500 | \$8,500 | \$8,500 | \$8,500 | \$8,500 |
| GenSet Revenues | \$15,000 | \$15,000 | \$15,000 | \$15,000 | \$15,000 |
| CWATS | | \$150,000 | \$119,600 | | |
| Funds Available | \$4,331,500 | \$4,742,700 | \$6,113,250 | \$6,213,150 | \$6,629,350 |
| Committed | | | | | |
| Official Plan | \$22,500 | | | | |
| Tecumseh Hamlet Secondary Plan | \$37,000 | | | | |
| Sportsplex - Further Development of Plan | \$44,800 | | | | |
| Sportsplex - Capital Funding allocation | | \$50,000 | \$250,000 | \$350,000 | \$450,000 |
| CWATS: CR11 - Hwy 401 to NTR (Multi-Use Trail) | \$136,000 | \$232,650 | | | |
| Riverside Dr. Trail | \$782,000 | | | | |
| Balance Committed | \$1,022,300 | \$282,650 | \$250,000 | \$350,000 | \$450,000 |
| Balance Uncommitted | \$3,309,200 | \$4,460,050 | \$5,863,250 | \$5,863,150 | \$6,179,350 |
| Proposed | | | | | |
| Cultural & Resource Centre - Fire Hall #2 | \$150,000 | | | | |
| Lesperance Road Trail (CR22 to CR42) | | \$49,900 | \$814,600 | | |
| Sidewalks CR42/CR19 Roundabout | | | \$19,000 | | |
| Sidewalks CR42: CR43 to Lesperance | | | | \$362,000 | |
| Sidewalks CR42: Lesperance to CR19 | | | | | \$57,500 |
| CWATS: CR42/CR19 Roundabout (Bike Lanes) | | | \$1,000 | | |
| CWATS: CR46 - Hwy 401 to 9th C (Paved Shoulder) | | | \$299,000 | | |
| CWATS: CR42 - CR43 to Lesperance (Bike Lanes) | | | | \$13,300 | |
| CWATS: CR43 - Banwell Diversions (Multi-Use Lanes) | | | | \$342,000 | |
| CWATS: Lesperance to CR19 (Bike Lanes) | | | | | \$4,200 |
| Balance Proposed | \$150,000 | \$49,900 | \$1,133,600 | \$717,300 | \$61,700 |
| Balance Available | \$3,159,200 | \$4,410,150 | \$4,729,650 | \$5,145,850 | \$6,117,650 |



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 58/17

TO: Mayor & Members of Council

FROM: Brad Dupuis, DWQMS Representative

DATE OF REPORT: November 29, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: Drinking Water Quality Management Standard
Internal Audit and External Audit
Corrective Action Reports 2017

RECOMMENDATIONS

It is recommended that:

1. The 2017 Internal Audit and External Audit Corrective Action Reports for the Town of Tecumseh's Drinking Water Quality Management Standard **be received**.

BACKGROUND

Following the results of the Walkerton Inquiry in 2002, a key recommendation by Justice Dennis O'Connor, who led the Walkerton Inquiry, was for municipalities across Ontario to develop and implement a Drinking Water Quality Management Standard (DWQMS), similar to management systems from the International Standards Organizations (ISO). Council adopted its initial DWQMS Operational Plan at its meeting held November 12, 2008 (Motion: PW-74/08).

Internal and External Audits of the Town's Operational Plan are scheduled annually to ensure that the elements within the implemented DWQMS meet the requirements of the quality standards set out in the *Safe Drinking Water Act*. In essence, the audits are conducted to ensure the Town is doing what it says it is doing as detailed in the approved Operational Plan.

COMMENTS

Two audits were performed on the Town's Operational Plan in 2017. An Internal Systems Audit was conducted on August 4, 2017 and an External Audit was performed on September 22-23, 2017.

Internal Audit

The Lead Internal Auditor commenced and completed the Town's ninth Internal Systems Audit of its Operational Plan on August 4, 2017. Ontario Clean Water Agency (OCWA) prepared the Internal Audit Report on behalf of the Town. The Internal Audit Report is appended to this report as Attachment No. 1.

The Internal Audit process commenced with an Opening Meeting with Water Services staff to introduce the Lead Auditor, establish the importance of the Audit and outline the Audit procedure.

Interviews

Once the Internal Audit was complete, the Auditor validated the findings with a series of interviews. The interviews were required to determine the transparency, consistency and effectiveness of the quality management system.

Results of the Internal Audit

The Lead Auditor communicated the results of the Internal Audit to all audit participants on September 3, 2017. The results of the Internal Audit concluded that there were no non-conformances (NC) within the Operational Plan.

There were, however, six (6) opportunities for improvement (OFI) identified in the following areas of the Operational Plan:

1. Risk Assessment

The addition of a table to track the dates when the annual review and the comprehensive 36 month review should be implemented for tracking purposes for the benefit of staff and Auditors.

2. Risk Assessment Outcomes

Five of the Risk Assessments have been deemed to have Critical Control Points (CCP's). These five Risk Assessments did not have clear procedures on how to report and record deviations from these critical control limits in the event they do occur.

The procedure on how to report and record deviations from these CCPs should be clarified. A tracking form/system should also be implemented so that it can be utilized during the annual Management Review process.

3. Essential Supplies and Services

The Essential Supplies and Services List can be found in Appendix 5 of the Operational Plan. When applicable, all supplies must also meet AWWA and NSF/ANSI standards; however, there is no mention or reference to the purchasing and/or procurement policies that the Town of Tecumseh adheres to when purchases are made.

Reference to the Town of Tecumseh's purchasing and/or procurement policy should be included to provide clarity on how items are purchased.

4. Management Review

The Management Review is to be conducted at a minimum frequency of every 12 months. The previous Management Review was conducted on September 26, 2016. All categories identified in the procedure coincide with the DWQMS; however, after reviewing the Management Review minutes, it was verified that all categories were not captured in the meeting minutes.

The Operational Plan states that a minimum of four hours shall be set aside for the Management Review. The start and stop time should be captured in the meeting minutes to adhere to this stipulation.

After reviewing the Management Review minutes, the following categories were not reviewed and documented and must be added to the meeting minute template for the next Management Review: non-compliance; 3rd party audits; and deviations of CCP's. The Management Review minutes are appended to this report as Attachment No. 2.

5. Director's Direction

A copy of Schedule "C" of the Director's Direction was not found in the Operational Plan.

6. Corrective Actions

The Management Review Committee established Corrective Actions to address the areas of improvement identified in the Audit. The Corrective Actions will be implemented and effective prior to the Town's next annual Audit in the summer of 2018.

External Audit

The Lead Auditor (NSF) hired by the Town commenced and completed the Town's third External Systems Audit of its Operational Plan on November 2, 2017. The External Audit Report is appended to this report as Attachment No. 3.

The External Audit process commenced with an Opening Meeting with Water Services staff on September 22, 2017 to introduce the Lead Auditor, establish the importance of the Audit and outline the Audit procedure.

Interviews

Once the DWQMS Verification Systems Audit was complete, the Auditor validated the findings with a series of interviews. The interviews were required to determine the transparency, consistency and effectiveness of the quality management system.

Results of the External Audit - DWQMS Verification Systems Audit

The Lead Auditor from NSF communicated the results of the External Audit to all Audit participants on November 2, 2017. The results of the External Audit concluded that there were no non-conformances.

There was one (1) OFI identified in the Operational Plan:

1. Document & Record Control

An opportunity exists to better utilize appendices within the Emergency Response Plan so that the whole document does not have to be reprinted every time a minor change is made.

Corrective Actions

No action(s) required

CONSULTATIONS

OCWA Management Services
NSF

FINANCIAL IMPLICATIONS

There are no financial implications arising from this report.

LINK TO STRATEGIC PRIORITIES

| No. | 2016-17 Strategic Priorities | Applicable |
|-----|---|------------|
| | | ✓ |
| 1. | Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers. | ✓ |
| 2. | Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making. | ✓ |
| 3. | Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities. | ✓ |
| 4. | Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses. | ✓ |
| 5. | Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals. | ✓ |

COMMUNICATIONS

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Reviewed by:

Brad Dupuis
DWQMS Representative

Denis Berthiaume, ORO
DWQMS Representative

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachments:

1. Internal System Audit Final Report 2017
2. External DWQMS Verification Audit 2017
3. Management Review Meeting Minutes, September 12, 2017

ATTACHMENT No. 1



Internal QMS Audit Report

For the: Town of Tecumseh Water Services Operational Plan

Report Prepared By: Ontario Clean Water Agency

Report Issued: September 3, 2017

The information contained in this Report reflects the Auditor's best judgment in light of the information made available to him/her at the time of preparation.

Nothing in this Report or the related Action Plans should be taken as legal advice. The Auditor makes no representations whatsoever concerning the legal significance of his/her findings, or as to legal matters touched on in this Report, including but not limited to the application of any law to the facts set out herein.

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

1. GENERAL INFORMATION

Audit Objectives:

- To evaluate the conformance of the Town of Tecumseh's QMS (as implemented at the facility) to the requirements of the Drinking Water Quality Management Standard (DWQMS),
- To identify and correct nonconformities with the facility's documented QMS, and
- To assess the effectiveness of the QMS and ensure that it is continually improving with each cycle.

Audit Criteria:

- Drinking Water Quality Management Standard
- Operational Plan for the Town of Tecumseh Water Services (Version 7)
- Town of Tecumseh QMS-related documents and records
- Related documents and records referenced in the Operational Plan which were selected by the auditor on a spot check basis

Audit Scope:

Activities related to Town of Tecumseh's QMS, as documented in the Operational Plan for the following drinking water systems:

- Water Services Operational Plan

Auditors: Karen Burgess, Senior Operations Manager, OCWA

Dates On-Site: August 4, 2017

Audit Methods: Interviews, observation of activities and review of documentation and records

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

SUMMARY OF FINDINGS

| DWQMS Element | Finding |
|--|---|
| 1. Quality Management System | C |
| 2. Quality Management System Policy | C |
| 3. Commitment and Endorsement | C |
| 4. Quality Management System Representative | C |
| 5. Document and Records Control | C |
| 6. Drinking Water System | C |
| 7. Risk Assessment | OFI |
| 8. Risk Assessment Outcomes | OFI |
| 9. Organizational Structure, Roles, Responsibilities and Authorities | C |
| 10. Competencies | C |
| 11. Personnel Coverage | C |
| 12. Communications | C |
| 13. Essential Supplies and Services | OFI |
| 14. Review and Provision of Infrastructure | C |
| 15. Infrastructure Maintenance, Rehabilitation and Renewal | C |
| 16. Sampling, Testing and Monitoring | C |
| 17. Measurement and Recording Equipment Calibration and Maintenance | C |
| 18. Emergency Management | C |
| 19. Internal Audits | C |
| 20. Management Review | 2 OFI |
| 21. Continual Improvement | C |
| 22. Director's Direction | OFI |
| N/C | Non-Conformity – non-fulfillment of a requirement |
| OFI | Opportunity for Improvement – conforms to the requirement, but there is opportunity for improvement |
| C | Conforms to the requirement |
| * | Additional comment added by auditor |

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

2. DETAILS OF FINDINGS

| WQMS Element | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|------------------|---|--|------------------|------------------|--------------|--------------------|-------------|---------------|-------------------------|------------------------------------|-------------|---------------|-------------------------|------------------------------------|------------|-----------------|-------------------------|---|-------------|---------------|-------------------------|--|----------------|---------------|-------------------------|------------------------------------|----------------|-----------------|-------------------------|---|----------------|---------------|-------------------------|------------------------------------|
| Element 7 – Risk Assessment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> N/C | | <input checked="" type="checkbox"/> OFI | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <input type="checkbox"/> Comment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| System Reference | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Element 7 – Plan & Do | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Risk Assessment can be found on page 12 in the Water Services Operational Plan.</p> <p>A risk assessment process involving operations staff has been conducted. The most recent annual review of the Risk Assessment & Outcomes was conducted on February 17, 2017. These are located on Appendix 4 – Risk Assessment Outcomes on pages 49 to 66 of the Water Services Operational Plan.</p> <p>OFI – The addition of a table to track the dates when the annual review and the comprehensive 36 month review should be implemented since it would be easier for tracking purposes which would be beneficial for staff and auditors.</p> <p>Example:</p> <p>Table A: Record of Annual Review/36-Month Risk Assessment</p> <p>The Drinking Water Quality Management Standard (DWQMS) requires that the currency of the information and the validity of the assumptions used in the risk assessment be verified at least once a year. In addition, the risk assessment must be conducted at least once every thirty-six months.</p> <table border="1"> <thead> <tr> <th>Date of Activity</th> <th>Type of Activity</th> <th>Participants</th> <th>Summary of Results</th> </tr> </thead> <tbody> <tr> <td>26-March-12</td> <td>Annual Review</td> <td>Mark Smith and Joe Blow</td> <td>Reviewed during Management Review.</td> </tr> <tr> <td>14-March-13</td> <td>Annual Review</td> <td>Mark Smith and Joe Blow</td> <td>Reviewed during Management Review.</td> </tr> <tr> <td>14-May -13</td> <td>36 Month Review</td> <td>Mark Smith and Joe Blow</td> <td>Conducted 36 month review and implemented findings from internal audit.</td> </tr> <tr> <td>25-March-14</td> <td>Annual Review</td> <td>Mark Smith and Joe Blow</td> <td>Reviewed during Management Review. Decided to add vandalism as a hazardous event as identified as an OFI from the on-site verifications audit.</td> </tr> <tr> <td>20-February-15</td> <td>Annual Review</td> <td>Mark Smith and Joe Blow</td> <td>Reviewed during Management Review.</td> </tr> <tr> <td>12-February-16</td> <td>36 Month Review</td> <td>Mark Smith and Joe Blow</td> <td>Conducted 36 month review – No changes.</td> </tr> <tr> <td>16-February-17</td> <td>Annual Review</td> <td>Mark Smith and Joe Blow</td> <td>Reviewed during Management Review.</td> </tr> </tbody> </table> | | | | Date of Activity | Type of Activity | Participants | Summary of Results | 26-March-12 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | 14-March-13 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | 14-May -13 | 36 Month Review | Mark Smith and Joe Blow | Conducted 36 month review and implemented findings from internal audit. | 25-March-14 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. Decided to add vandalism as a hazardous event as identified as an OFI from the on-site verifications audit. | 20-February-15 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | 12-February-16 | 36 Month Review | Mark Smith and Joe Blow | Conducted 36 month review – No changes. | 16-February-17 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. |
| Date of Activity | Type of Activity | Participants | Summary of Results | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 26-March-12 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14-March-13 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14-May -13 | 36 Month Review | Mark Smith and Joe Blow | Conducted 36 month review and implemented findings from internal audit. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 25-March-14 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. Decided to add vandalism as a hazardous event as identified as an OFI from the on-site verifications audit. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20-February-15 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12-February-16 | 36 Month Review | Mark Smith and Joe Blow | Conducted 36 month review – No changes. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 16-February-17 | Annual Review | Mark Smith and Joe Blow | Reviewed during Management Review. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

| | | |
|--|---|----------------------------------|
| DWQMS Element | | |
| Element 8 – Risk Assessment Outcomes | | |
| Type | | |
| <input type="checkbox"/> N/C | <input checked="" type="checkbox"/> OFI | <input type="checkbox"/> Comment |
| System Reference | | |
| Element 8 – Plan & Do | | |
| Description | | |
| <p>There are 18 risk assessments documented in Appendix 4 – Risk Assessment Outcomes. All have identified several control measure which have been put in place.</p> <p>Five of the risk assessments have been deemed to have a Critical Control Points (CCP's). These five do not have clear procedures on how to report and record deviations from these critical control limits in the even they do occur.</p> <p>OFI - The procedure on how to report and record deviations from these critical control limits should be clarified. A tracking form/system should also be implemented so that it can be utilized during the annual management review process.</p> | | |

| | | |
|---|---|----------------------------------|
| DWQMS Element | | |
| Element 13 – Essential Supplies and Services | | |
| Type | | |
| <input type="checkbox"/> N/C | <input checked="" type="checkbox"/> OFI | <input type="checkbox"/> Comment |
| System Reference | | |
| Element 13 - Plan & Do | | |
| Description | | |
| <p>The Essential Supplies and Services List can be found in Appendix 5 of the Water Services Operational Plan. The list includes names and telephone numbers for each of the suppliers and services that could be required. This list is reviewed annually during the Management Review to ensure it is up to date.</p> <p>When applicable, all supplies must also meet AWWA and NSF/ANSI standards however there is no mention or reference to the purchasing and/or procurement policies that the Town of Tecumseh adheres too when purchases are made.</p> <p>OFI – Reference to the Town of Tecumseh's purchasing and/or procurement policy should be included to provide clarity on how items are purchased.</p> | | |

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

| | | |
|---|---|----------------------------------|
| DWQMS Element | | |
| Element 20 – Management Review | | |
| Type | | |
| <input type="checkbox"/> N/C | <input checked="" type="checkbox"/> OFI | <input type="checkbox"/> Comment |
| System Reference | | |
| Element 20 – Plan & Do | | |
| Description: | | |
| <p>The Management Review can be found on pages 32 and 33 of the Water Services Operational Plan.</p> <p>The Management Review is to be conducted at a minimum frequency of every 12 months. The last Management Review was conducted on September 26, 2016 and was attended by the Municipal Owner/Operating Authority and Top Management.</p> <p>All categories identified in the procedure coincide with the standard however after reviewing the management review minutes, it was verified that all categories were not captured in the meeting minutes.</p> <p>OFI – The procedure notes that a minimum of four hours shall be set aside for the management review. The start and stop time should be captured in the meeting minutes to adhere to this stipulation.</p> <p>OFI - After reviewing the management review minutes, the following categories were not reviewed and documented and must be added to the meeting minute template for the next management review.</p> <ul style="list-style-type: none"> ➤ Incidents of regulatory non-compliance ➤ Deviations from Critical Control Point limits and response actions ➤ The efficiency of the risk assessment process ➤ Results of the 3rd party audits ➤ Status of management action items (if any) identified between reviews | | |

Internal QMS Audit Report – Town of Tecumseh

September 3, 2017

| | | |
|--|---|----------------------------------|
| DWQMS Element | | |
| Element 22 – Director's Direction | | |
| Type | | |
| <input type="checkbox"/> N/C | <input checked="" type="checkbox"/> OFI | <input type="checkbox"/> Comment |
| System Reference | | |
| Element 22 – Plan & Do | | |
| Description | | |
| <p>It was confirmed that every page of the Operational Plan had a revision number. The title page also included the name of the municipal residential drinking water system.</p> <p>A copy of Schedule "C" of the Director's Direction was not found in the Water Services Operational Plan.</p> <p>OFI - A copy of Schedule C – Directors Direction for Operational Plans must be completed and added to the Water Services Operational Plan.</p> | | |


AUDIT CONCLUSIONS

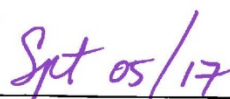
The auditor conducted an audit of the QMS for Town of Tecumseh Water Services Operational Plan focusing on key quality management processes necessary to consistently produce and distribute drinking water that meets applicable requirements.

Taking into consideration all the findings of this audit and the above noted OFI's, the auditor has concluded that sufficient evidence has been provided to demonstrate that the Town of Tecumseh has established a QMS that meets the intent of the DWQMS, however focus must be made to ensure that the QMS is actively maintained.

In regards to the OFI's and comments that are shown in this document, it is recommended that the QMS Rep review them and decide which ones to include in future revisions of the Operational Plan and the reason for the choice made. Please document this review so that the next Internal Auditor will have access to the review.


Karen Burgess, Senior Operations Manager
OCWA


Acknowledgement Signature by:
Brad Dupuis, DWQMS Representative
Town of Tecumseh


Report Release date


Date of Acknowledgement

ATTACHMENT No. 2







**WATER DIVISION
DWQMS – MANAGEMENT REVIEW**

SIGN-IN SHEET

PURPOSE: TOWN OF TECUMSEH DWQMS MANAGEMENT REVIEW MEETING

DATE: September 12 2017

| NAME (PRINT) | POSITION | SIGNATURE |
|------------------|---|--|
| TONY HADDAD | CHIEF ADMINISTRATIVE OFFICER |  |
| DAN PIESCIC | DIRECTOR, PUBLIC WORKS & ENVIRONMENTAL SERVICES |  |
| DENIS BERTHIAUME | MANAGER, WATER & WASTEWATER |  |
| BRAD DUPUIS | WATER OPERATOR/DWQMS REPRESENTATIVE |  |
| | | |
| | | |
| | | |



Management Review Commitment and Endorsement Statement

This statement is intended to capture the commitment and endorsement of top management through the management review committee. Below are the definitions of commitment and endorsement represented within the context of the management review minutes referenced within this statement.

Commitment

- 1) To represent that the committee has been given access to participated and/or reviewed the inputs covered within the minutes
- 2) That the content of the minutes meet the input requirements of the Town of Tecumseh DWQMS management review program.
- 3) That the committee is aware of the actions assigned to appropriate resources as a result of the management review meeting.
- 4) To provide objective evidence of top management's participation and commitment to the management review program.

Endorsement

- 1) That the management review committee endorses the commitments made within the associated management review minutes including:
 - a. Resources allocated to action items
 - b. Within the timelines committed to in the meeting
- 2) Approval to empower the DWQMS representative to ensure that commitments are followed through with the authority of the management review committee.
- 3) Where timelines cannot be met or where previous actions have not been verified by the management review committee as complete, a corrective action will be required.

Commitment and Endorsement Record

Minutes Referenced: September 26 2016

| Name/ Delegate Name | Title | Signature | Date |
|---------------------|---|-----------|------------|
| TONY HADDAD | Chief Administrative Officer (CAO) | | 5/12/17 |
| DAN PIESCI C | Director of Public Works & Environmental Services | | Sept 12/17 |
| DEAN BENHAM | Manager, Water and Wastewater | | SEP 12/17 |
| Brad Dupuis | DWQMS Representative | | SEP-12-17 |



Ministry of the Environment
and Climate Change

**Schedule C – Director's Directions for
Operational Plans (Subject System
Description Form)
Municipal Residential Drinking Water System**

Fields marked with an asterisk (*) are mandatory.

Owner of Municipal Residential Drinking Water System *

The Corporation of the Town of Tecumseh

Name of Municipal Residential Drinking Water System *

Tecumseh Distribution System

Subject Systems

☐ Check here if the Municipal Residential Drinking Water System is operated by one operating authority. Enter the name of the operating authority in the below table.

| | Name of Operational Subsystems(if Applicable) | Name of Operating Authority * | DWS Number(s) * |
|---|---|---|-----------------|
| 1 | | The Corporation of the Town of Tecumseh | 260004969 |

Provide the information outlined in the 'Contact Information' section for **each** Operational Subsystem.

Contact Information

Last Name *

Dupuis

First Name *

Brad

Middle Initial

Title *

DWQMS Representative

Phone Number *

519 791-6509

Email Address *

bdupuis@tecumseh.ca

| Meeting Minutes / Report | | | | |
|--|---|--|------------------------|---|
| (Attachment 3) | | | | |
| Last Revised: 2017-09-12 Prepared By: Brad Dupuis | | | | |
| Meeting Minutes | | | | |
| Meeting Type: | Management Review Meeting – DWQMS | | | |
| Date: | September 12, 2017 | | | |
| Called by: | Town of Tecumseh | | | |
| Attendees: | Tony Haddad Dan Piescic Denis Berthiaume Brad Dupuis | | | |
| Location: | Town of Tecumseh Offices - 1189 Lacasse Blvd. | | | |
| Agenda/Minutes: Item Code: AI=Action Item, DM=Decision Made, IS=Information Sharing, MRC=Management Review Committee | | | | |
| Item | Item Description | Notes | Who Responsible / Code | Timing / Status |
| A | Meeting Agenda | | | |
| 1 | Previous Management Review Meeting Action Items | Review the Water & Wastewater Master Plan to ensure that it maintains its accuracy for the town's infrastructure needs. CIMA is currently finishing the draft version for the town to review in the near future | AI | Denis Berthiaume, Dan Piescic, and the manager of engineering to meet with CIMA to review final draft |
| | | Our annual surveillance audit is to be completed this fall by NSF. Brad has been in contact with them to set up a date which will be held at water department Sept 25-27, 2017 | IS | No Actions |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|---|---|--|----|---------------------|
| 2 | Incidents of Adverse Drinking Water Tests | There have been no Adverse Drinking Water Results since the last managers meeting (Sept 26, 2016) | IS | No Actions Required |
| 3 | Results of Internal Audits | The Internal Audit was completed September 03, 2017 by Ontario Clean Water Agency (OCWA). The results of the internal audit are summarized as (0) Non-Conformances (NC) and (6) Opportunities for Improvements (OFI) | IS | No Actions Required |
| | | <p>OFI-1- A risk assessment process involving operations staff has been conducted. The most recent annual review of the Risk Assessment & Outcomes was conducted on February 17, 2017. These are located on Appendix 4 – Risk Assessment Outcomes on pages 49 to 66 of the Water Services Operational Plan.</p> <p>The addition of a table to track the dates when the annual review and the comprehensive 36 month review should be implemented since it would be easier for tracking purposes which would be beneficial for staff and auditors.</p> <p>Brad created a list of annual schedule of duties where is displays the 36mth review time table</p> | IS | No Actions Required |
| | | <p>OFI-2- Five of the risk assessments have been deemed to have a Critical Control Points (CCP's). These five do not have clear procedures on how to report and record deviations from these critical control limits in the even they do occur.</p> <p>The procedure on how to report and record deviations from these critical control limits should be clarified. A tracking form/system should also be implemented so that it can be utilized during the annual management review process.</p> | IS | No Actions Required |

| Meeting Minutes / Report (Attachment 3) | | | | |
|--|--|---|----|--|
| Last Revised: 2017-09-12 Prepared By: Brad Dupuis | | | | |
| | | <p>In the emergency response plan if the rating exceeds the critical control point (CCP) it states what procedures(s) are to be taken at the bottom of the table of each work sheet.</p> <p><i>4.2 Evaluating Emergency Plan Performance</i> of the emergency response plan (version 9) has forms and a process to rate performance post emergency plan incident. With that noted, no incident occurred where the emergency response plan needed to be implemented to date.</p> <p>However two desktop scenarios were piloted through Denis having all operators act out the scenario(s) (March 31, 2017) Denis filled out <i>desktop scenario evaluation form</i> upon completion of scenarios (forms stored in shared dr emergency response plan folder)</p> | | |
| | | <p>OFl-3- The Essential Supplies and Services List can be found in Appendix 5 of the Water Services Operational Plan. When applicable, all supplies must also meet AWWA and NSF/ANSI standards however there is no mention or reference to the purchasing and/or procurement policies that the Town of Tecumseh adheres too when purchases are made.</p> <p>Reference to the Town of Tecumseh's purchasing and/or procurement policy should be included to provide clarity on how items are purchased.</p> <p>Brad contacted Janey (Procurement Officer for the town) to have her send the town's purchasing policy</p> | AI | Brad Dupuis to include town's purchasing policy in the essential supplies and service list found in the operational plan (version 8) |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|--|--|--|----|--|
| | | <p>OFI-4- The Management Review is to be conducted at a minimum frequency of every 12 months. The last Management Review was conducted on September 26, 2016. All categories identified in the procedure coincide with the standard however after reviewing the management review minutes, it was verified that all categories were not captured in the meeting minutes.</p> <p>The procedure notes that a minimum of four hours shall be set aside for the management review. The start and stop time should be captured in the meeting minutes to adhere to this stipulation.</p> <p>There is no documentation in the Reg's that state a set time for management review. The time reference in the operational plan will be taken out (version 8)</p> | IS | Brad Dupuis Will remove the time reference for management review in the operational plan (version8) |
| | | <p>OFI-5- After reviewing the management review minutes, the following categories were not reviewed and documented and must be added to the meeting minute template for the next management review. (non-compliance, 3rd party audits, deviations of CCP's)</p> <p>The previous management review (prior to the one provided to the internal auditor) had covered all the categories. They were removed as they have already been discussed. Moving forward, they will be on every managers meeting report so no confusion is created</p> | AI | Brad Dupuis Create a standard management review report and use for every meeting. |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|---|-------------------|--|----|--|
| | | <p>OFI-6- A copy of Schedule "C" of the Director's Direction was not found in the Water Services Operational Plan.</p> <p>Brad printed <i>schedule C</i> form and was filled out during meeting</p> | AI | Brad Include completed schedule C form to the operational plan (version 8) |
| 4 | Consumer Feedback | <p>(4) customer complaints were related to the Town of Tecumseh water quality since the last Manager's Review Meeting (2016-09-26)</p> <p>(1) Nov 25, 2016 (145 Centennial)-</p> <ul style="list-style-type: none"> Odor smell – customer stated water had a bad smell. Operator showed up and found that customer was concerned of stagnant water in their sump-pump. <p>(2) Mar 03, 2017 (885 Revland)-</p> <ul style="list-style-type: none"> Low Pressure- Customer stated they had low pressure. Operator found the complaint was to do with the hot water tank. Normal pressure when cold water only required. <p>(3) June 07, 2017 (1924 Candlewood)-</p> <ul style="list-style-type: none"> Low Pressure – Customer stated they had low pressure. Only the kitchen sink was poor operating pressure. Operator removed head on faucet and normal pressure was found. All other faucets had normal operating pressure <p>(4) June 01, 2017 (4989 Walker Rd)-</p> <ul style="list-style-type: none"> Customer states water taste like metal. Customer has galvanized piping. The customer states the taste has vanished | IS | No Action Required |

| Meeting Minutes / Report (Attachment 3) | | | |
|--|--|---|---|
| Last Revised: 2017-09-12 Prepared By: Brad Dupuis | | | |
| | | upon operator's arrival. The customer was advised to look into changing internal plumbing. Free Chlorine residual of 1.23ppm was obtained at house | |
| | | <p>Brad Dupuis has reviewed the Survey Monkey results from past managers meeting (Sept 26 2016 to today (Sept 12, 2017)</p> <p>Survey Monkey Data to be reviewed twice per year to ensure that possible issues are not missed when reported</p> <p>An email was sent out to the town <i>Essential Water Services Suppliers</i> to complete the survey. (8) Surveys have been completed to date. All coming back 100% satisfied</p> <p>3 questionnaires were completed for <i>Water Services Customer Survey</i>. None stating any issue or concern.</p> <p>Results are shown below for <i>Water Services Customer Survey</i>.</p> | AI |
| | | 1) Billing Concern- 0 Individuals | IS |
| | | 2) Request for Locate- 0 Individuals | IS |
| | | 3) Water Leak- 0 Individuals | IS |
| | | 4) Water Quality- 0 Individuals | IS |
| | | 5) Water Meter Issue- 0 Individuals | IS |
| | | | <p>Brad Dupuis to complete 2nd check of Survey Monkey results prior to next managers meeting</p> <p>No Action Required</p> <p>No Action Required</p> <p>No Action Required</p> <p>No Action Required</p> <p>No Action Required</p> |

| Meeting Minutes / Report (Attachment 3) | | | | |
|--|-------------------------|---|----|--------------------|
| Last Revised: 2017-09-12 Prepared By: Brad Dupuis | | | | |
| | | 6) Connection / Disconnection of Water Service- 0 Individuals | IS | No Action Required |
| | | 7) Other (Please specify)- 0 Individuals | IS | No Action Required |
| 5 | Operational Performance | Brad Dupuis is still the current DWQMS Rep Denis Berthiaume is the alternate | IS | No Action Required |
| | | Brad has been in contact NSF for the on-site external audit which is scheduled on Sept 25-27, 2017 | IS | No Action Required |
| | | The <i>hydrant flushing program</i> was completed July 26, 2017. Every hydrant in Tecumseh has been inspected and operated Proof stored in shared dr. | IS | No Action Required |
| | | The <i>hydrant winterizing program</i> will begin in November, 2017 | IS | No Action Required |
| | | The <i>valve turning program</i> is underway. Working with IT department running a new program that's live so all personnel can see the most current information. Program beginning in the north end of town, working west to east. | IS | No Action Required |
| | | The <i>meter change program</i> is still underway. 90% of the town has been complete | IS | No Action Required |
| | | Brad and Denis are currently looking into the life cycle of the sampling stations. Looking into replacing the current white metal ones with stainless steel. | IS | No Action Required |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|---|---|--|----|--------------------|
| | | <p><i>Summer Lead Testing</i> results were completed June 29, 2017</p> <p>All (4) samples taken in the distribution system we well below the threshold</p> | IS | No Action Required |
| 6 | Incidents of Non-Compliance with Applicable Regulations | <p>An Inspection was completed November 25, 2016 by NSF for our annual surveillance audit.</p> <p>The results of the surveillance audit are summarized as (1) Non-Conformances (NC) and (4) Opportunities for Improvements (OFI)</p> | IS | No Action Required |
| | | <p>NC-1- Referenced record(s) are not included in the retention table.</p> <p>Auditor Kishor Desai from NSF found scada records, public works contract documents, As Built drawings not in the retention table</p> <p>Brad Dupuis added Kishor's findings to the retention table</p> | IS | No Action Required |
| | | <p>OFI-1- Consider including external documents (i.e. MSDS) for DWQMS operation</p> <p>It was discussed and found that the <i>Health and Safety Committee</i> can continue monitoring.</p> | IS | No Action Required |
| | | <p>OFI-2- After hour call answering services is required for the personal coverage yet they are not included in the table of essential supply and services.</p> <p>Town Hall Clerks / after Hrs. answering service has every operators contact information. Do not want employees personal information posted to everyone</p> | IS | No Action Required |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|---|--|--|----|---------------------------------------|
| | | <p>OFI-3- Consider adding DWQMS course as yet another competency requirement for internal auditors.</p> <p>It's always considered an asset to be familiar with DWQMS course, however our past / current internal auditors are much more certified than taking the DWQMS course.</p> | IS | No Action Required |
| | | <p>OFI-4- Consider documenting a table where for each CCP, limits, reference to monitoring procedure including frequency, procedures to respond and procedures for reporting and recording deviations.</p> <p>Every work order in the water department reflects the CCP. It would just be another form to complete and overwhelm operators. The current system is being recorded and no issues have arisen from it to date</p> | IS | No Action Required |
| 7 | Changes to Services, Activities, Regulations, etc. that could affect DWQMS | <p>There have been changes in the services and/or activities performed by the Town of Tecumseh since the last management review meeting.</p> <p>There is now a new DWQMS called DWQMS 2.0 Each municipality has 2 years to make changes. Once changes have been made, the municipality will need to identify to the auditor(s) they are working under DWQMS 2.0</p> <p>Town's Current Schedule to Water Rates By-Law No.2016-89 has changed from 2016, whereas base charges increase of \$0.76 per month. Water rates increased by \$0.01 per cubic meter</p> | AI | Brad and Denis will work on DWQMS 2.0 |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|---|-------------------------------|---|----|--|
| 8 | Infrastructure Review Results | <p>A Water and Wastewater master plan has been developed and submitted to council for approval. (Dec 13, 2016)</p> <p>A capital works plan is created each year and is submitted to council for approval. (Dec 13, 2016)</p> <p>An asset management plan has been created for all linear assets. As a result of that review, a schedule for the replacement of watermain have been created</p> <p>All reports mentioned above are available on the shared drive for the Town of Tecumseh.</p> | IS | No Actions Required |
| | | There is currently 0 major infrastructure jobs underway | IS | No Actions Required |
| | | D'Amore Construction installed New 200mm PVC watermain on Pulleyblank, Crowder, connecting to Moro. Watermain was put into service May 03, 2017 | IS | No Actions Required |
| | | COCO installed new 600mm PVC feeder main on 8th concession between County Rd 46 and Oldcastle Rd. Watermain was put into service June 28, 2017 | IS | No Actions Required |
| | | <p>Anode Program is in the planning stage for the second round. (First round - completed May 2015).</p> <p>Area targeted was St. Clair Beach in Town. Approximately 6,238m of watermain has been protected by anodes.</p> | AI | Denis is working with town's engineer for areas to be targeted |
| | | | | |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|----|--|--|----|--|
| 9 | Currency of Operational Plan | <p>The necessary changes to address the Non-conformances identified in the NSF Audit as well as the Internal Audit were reviewed during the meeting.</p> <p>Additional changes made to the operational plan to address changes to business processes were also reviewed.</p> <p>The results of risk assessment that have been reviewed by operational staff have been added to the operational plan (version 7)</p> <p>A draft version 8 of the Operational Plan to address all of these matters have been made and will be brought to council in 2018</p> | AI | Brad Dupuis will present Version 8 to council and once accepted will review with operators in 2018 |
| 10 | Deviations from CCP Limits | <p>The SCADA system has been configured to have a low alarm and a high alarm. The Low alarm is considered an initial warning while the High alarm is considered the Critical Control Point (CCP).</p> <p>Documentation of these alarms can be found on the Town's SCADA system.</p> | IS | No Actions Required |
| 11 | Effectiveness of Risk Assessment Process | <p>(2017-02-17) A full comprehensive review of the risk assessments at the Town of Tecumseh was completed.</p> <p>Version 7 of the Operational Plan has been accepted by the owners of the system.</p> <p>Risk Assessment review has been completed with all operators during the review for the Operational Plan Version 7.</p> | IS | No Actions Required |

Meeting Minutes / Report

(Attachment 3)

Last Revised: 2017-09-12
Prepared By: Brad Dupuis

| | | | | |
|----|--|--|----|---------------------|
| 12 | Results of Internal / External Audits | <p>MOE Inspection Report was completed January 20, 2017 and received a Final Inspection Rating of 100%</p> <p>The results of the NSF Audit (November 25, 2016) and the Internal Audit (September 03, 2017) that were conducted in 2016-2017 were reviewed by all operators.</p> <p>Attendance records available</p> | IS | Brad Dupuis |
| 13 | Emergency Preparedness | <p>Emergency Response Plan Version 9 was reviewed with operators and 2 mock exercises were completed March 2017</p> <p>Attendance records available</p> | IS | No Actions Required |
| 14 | Trends in Quality of Raw Water & Drinking-Water Supply | <p>The Town of Tecumseh receives an annual report from the Windsor Utilities Commission with regard to the water that is supplied to the Town.</p> <p>The Town of Tecumseh receives an annual report from the Town of Lakeshore with regard to the water that is supplied to the Town.</p> <p>The Town of Tecumseh is connected to Town of LaSalle through Meter Chamber 12 (MC-12). The valve remains off until an agreement has been made between Windsor and LaSalle.</p> <p>Every annual report is kept on the Town's shared drive.</p> <p>The Town of Tecumseh report has been given to Windsor Utilities Commission, The Town of Lakeshore, and the Town of LaSalle by Denis Berthiaume.</p> | IS | No Actions Required |

| Meeting Minutes / Report (Attachment 3) | | | | |
|---|--|--|----|---------------------|
| Last Revised: 2017-09-12 Prepared By: Brad Dupuis | | | | |
| 15 | Resources needs for DWQMS Maintenance | Nothing is needed at this time | IS | No Action Required |
| 16 | Town website | Brad reviewed the town website insuring the water information is current | IS | No Action Required |
| 17 | Retention Table | Brad Dupuis and Denis Berthiaume have reviewed the retention table along with the documents pertaining to it | IS | No Action Required |
| 18 | Comments / Suggestions made by Personnel | No suggestions or feedback was given | IS | No Actions Required |

ATTACHMENT No. 3



NSF International Strategic Registrations Audit Report

The Corporation Of The Town Of Tecumseh

917 Lesperance Rd.
Tecumseh, Ontario N8N 1W9 CAN

C0122080

Audit Type

DWQMS Verification Audit

Auditor

Robert Howarth

Standard

Ontario's Drinking Water Quality Management Standard
(Exp Date: 27-NOV-2017)

Recommendation

Ontario's Drinking Water Quality Management Standard : Continue Certification, NO CARs

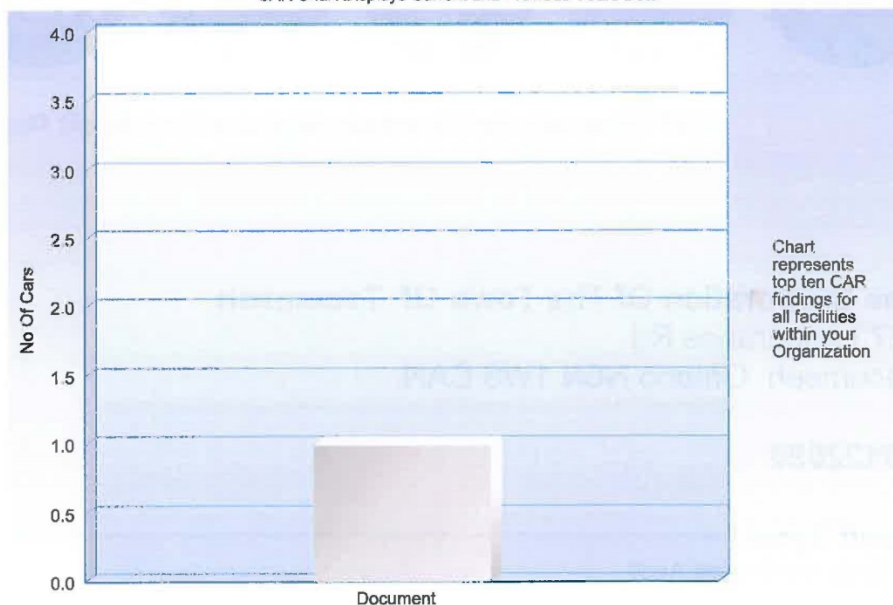


Executive Summary

Ontario's Drinking Water Quality Management Standard

This Organization has effectively implemented and utilized their DWQMS as evidenced no incidents of reporting issues required throughout the testing process, no incidents of regulatory non-compliance, no incidents of adverse drinking-water tests and no deviations from critical control point limits combined with the continued investment in infrastructure personnel.

Top 10 Non Compliant Standard Clauses
 CAR Chart Displays Current and Previous Years Data



The Corporation Of The Town Of Tecumseh

Standard Clause Description

Document & Records Control

Opportunities

Ontario's Drinking Water Quality Management Standard

An Opportunity exists to better utilize Appendices within the Emergency Response Plan so that the whole document does not have to be reprinted every time a minor change is made.

Corrective Action Requests

There is NO Corrective Action Request in this audit.

Site Information

The audit was based on a sampling of the company's management system.

Industry Codes

NACE:E 41



Scope of Registration

Ontario's Drinking Water Quality Management Standard : Tecumseh Distribution System, 040-OA1, Entire Full Scope Accreditation



Opportunities for Improvements

Ontario's Drinking Water Quality Management Standard

| Opportunity | Observations / Auditor Notes |
|---|---|
| Opportunities for Improvements (DWQMS)-01 | Location of OFI Tecumseh; Discussed With Brad Dupris; Description Opportunities exist to better tie the Risk Assessment Process to the Emergency Response Plan to ensure all pertinent areas are adequately addressed.; |

General Information

| | |
|---|--|
| Operating Authority: Legal Name & Address | The Corporation Of The Town Of Tecumseh 917 Lesperance Rd. Tecumseh, Ont. N8N 1W9 |
| Language Preference: Correspondence | English |
| Language Preference: Audit | English |
| Owner: Legal Name and Address | The Corporation Of The Town Of Tecumseh 917 Lesperance Rd. Tecumseh, Ont. N8N 1W9 |
| Owner Language Preference: Correspondence | English |
| Owner Language Preference: Audit | English |
| Applicant Representative Information; Include Name, Title, Phone, Fax, Email & Website | Denis Berthiaume Manager, Water and Waste water Services Phone: 519-735-4225 X141 Fax: 519-735-1895 E mail: dberthiaume@tecumseh.ca a Website: http://www.tecumseh.ca/ |
| Accreditation Option | Full Scope - Entire DWQMS |
| Date of Previous Systems Audit: | Oct 12, 2016 |
| Date of Previous On-Site Verification Audit: | Sept 22-23, 2014 |

Processes

Ontario's Drinking Water Quality Management Standard

| Process Name | Observations / Auditor Notes |
|---------------------------------|---|
| DWQMS Element 10 – Competencies | Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-9; February 17, 2017 This Process is effectively controlled.; Table showing Title/Function, Required Competencies and Desired Competencies for Manager of Operation Services Water/Wastewater Supervisor Operator-3 Operator-1 |



| Process Name | Observations / Auditor Notes |
|---|--|
| | <p>Training Records available for Rej Morin - Class 1 Derek Oneal - Class 1 Vern Roral - Class 1 Denis Bertiaume - Class 3 Brad Dupis - Class 3</p> <p>Springboard Software package used to track training hours and training requirements.</p> |
| DWQMS Element 11 – Personnel Coverage | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-11, February 28,17 This Process is effectively controlled.; Procedure adequately defines the necessary personnel requirements to ensure the operation of the Distribution System. This is supported by a Distribution Operator on call at all times outside of regular business hours List of available Operators available and posted Contacted through Answering Service</p> <p>Available 24 Hours a day - 7 Days a week</p> |
| DWQMS Element 12 - Communications | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-12; February 28,2017 This Process is effectively controlled.; Process defines Communication requirements including Communication with:</p> <p>Owner: Annual Report forwarded to the Mayor and Council defining the suitability and effectiveness of the DWQMS and as defined in Section 11(1) of Ont Reg. 170/03</p> <p>Personnel Through Town Network Drive and daily Tailgate meetings. Minutes not retained.</p> <p>Suppliers Purchase Orders</p> <p>Consumers/Public Through Operations Centre and Survey Monkey</p> |
| DWQMS Element 13 – Essential Supplies and Services | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-13; February 28,2017 This Process is effectively controlled.; List of Primary and secondary suppliers broken down into Treated Drinking Water Supplies Laboratories Instrumentation Calibration/Maintenance Contractors and 10 Other</p> <p>New Purchasing Policy passed by Council very recently - yet to be incorporated into Operational Plan</p> |
| DWQMS Element 14 – Review and Provision of Infrastructure | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-14; February 28, 2017 This Process is effectively controlled.; 5 Year Capital Plan Annual Meeting for Review of Infrastructure. Minutes retained and recommendations forwarded to council (Owner) as required.</p> |



| Process Name | Observations / Auditor Notes |
|--|---|
| DWQMS Element 15 – Infrastructure, Maintenance, Rehabilitation and Renewal | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-15; February 28, 2017 This Process is effectively controlled.; Process broken down into 2 Subsections Planned Maintenance - Controlled through Daily Work Orders Work Orders retained electronically in Database sorted buy Date and Address</p> <p>Unplanned Maintenance- resulting from emergency repairs or breakdown Watermain Break Report</p> <p>Infrastructure Rehabilitation - Monitored for effectiveness Infrastructure Renewal - Monitored for effectiveness</p> <p>Capital Upgrades - Planned and Approved by Owner</p> |
| DWQMS Element 16 – Sampling, Testing and Monitoring | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-16; February 28, 2017 SOP-1 Water Sampling for Chlorine, BacT and HPC SOP-5 Community Lead Testing Program This Process is effectively controlled; All sampling and testing is defined in Sampling, Testing & Monitoring procedure SOP-1 and meets all requirements as defined by the Ministry of Environment.</p> <p>Chlorine Testings: 22 Samples per week based on rotating basis from 54 sites. Cycle repeated every four weeks with identified areas done every week Chlorine Testing done by technician on site - Limits defined No Results outside defined limits Microbiological Testing - (Total Coliform, E.coli and HPD) 10 Samples per week based on rotating basis done by Caduceon Environmental Laboratory - Accredited</p> <p>Lead Sampling: Frequency as defined by Regulatory Requirement Currently only 4 Distribution samples twice per year. Testing done by Caduceon Environmental Laboratory. Results of sampling, testing, and monitoring activities are documented in a Summary Report and included in the Ontario Regulation 170/03 Drinking Water Systems Annual Report. The Summary Report is submitted to Council. If sampling, testing, and monitoring activities indicate that results exceed acceptable limits; Town of Tecumseh will follow established reactive plans to address the situation as defined in Emergency Response Plan</p> <p>The Townof Tecumseh will ensure that its actions comply with requirements and guidelines put forth by the Ministry of the Environment (MOE). Records Reviewed</p> <p>Chlorine Testings: Feb 9/17 Mar 4/17 Jun 2/17 Aug 11/17</p> <p>Microbiological Feb 6/17 May 1/17 Lul 24/17 Sept 17/17</p> <p>Lead June 26/17</p> |



| Process Name | Observations / Auditor Notes |
|--|---|
| DWQMS Element 17 – Measurement and Recording Equipment Calibration and Maintenance | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process:</p> <p>Operational Plan - Element-17; February 28, 2017 This Process is effectively controlled;; Only Pocket Colorimeter utilized and calibrated 7 in Use (One in each Truck Calibrated November 22/16 - Requirement Annual Calibration Report submitted by Flowmetrics.</p> |
| DWQMS Element 18 - Emergency Management | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process:</p> <p>Operational Plan - Element-18; February 28, 2017 Emergency Response Plan This Process is effectively controlled;; Plan Broken into 6 Sections</p> <ol style="list-style-type: none"> 1. Information 2. Emergency Situations 3. Guidelines 4. Emergency Plan Maintenance 5. Glossary 6. Water Services Emergency Response Training <p>Annual Training exercise. Vandal and Terrorism - March 31, 2107 Watermain Break - March 31, 2017</p> <p>Signed off by all employees and all employees evaluated for performance after training.</p> |
| DWQMS Element 19 - Internal Audits | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process:</p> <p>Operational Plan - Element-19; Feb 17/17 This Process is effectively controlled; Third Party Internal Audit undertaken August 4, 2017 by Ontario Clean Water Very thorough Audit Checklist utilised Audit Report No Minor nonconformances identified 6 Opportunities for improvement identified - most addressed</p> |
| DWQMS Element 20 - Management Review | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process:</p> <p>Operational Plan - Element-20; Feb 28, 2016 This Process is effectively controlled;; Management Review held Sept 12, 2017 Minutes available Senior Management involved Chief Administrative Office Director of Public Works and Environmental Services Manager Water and Wastewater DWQMS Representative</p> <ol style="list-style-type: none"> a) incidents of regulatory non-compliance, b) incidents of adverse drinking-water tests, c) deviations from critical control point limits and response actions, d) the efficacy of the risk assessment process, e) internal and third-party audit results, f) results of emergency response testing, g) operational performance, h) raw water supply and drinking water quality trends, i) follow-up on action items from previous management reviews, j) the status of management action items identified between reviews, k) changes that could affect the Quality Management System, l) consumer feedback, m) the resources needed to maintain the Quality Management System, n) the results of the infrastructure review, |



| Process Name | Observations / Auditor Notes |
|---|---|
| | <p>o) Operational Plan currency, content and updates, and p) staff suggestions.</p> <p>Report in Draft Form and to be forwarded to the Owner upon acceptance identifying the results of the management review, the identified deficiencies, decisions and action items,</p> |
| DWQMS Element 21 – Continual Improvement | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-21; Feb 28, 2017 This Process is effectively controlled; No Corrective Actions identified in past 12 months</p> <p>No incidents of regulatory non-compliance, No incidents of adverse drinking-water tests, No deviations from critical control point limits and response actions No significant customer complaints</p> <p>OFI Element 21 could be updated to better define when the Corrective Action Form should be utilized.</p> |
| DWQMS Element 3 - Commitment and Endorsement Statement | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-3; February 28/17 Commitment and Endorsement Statement available Approved by CAO and Director of Public Works & Environmental Service dated February 28, 2017(Top Management) Council Identified as Owners Signed by Tony Haddad - Chief Administrative Officer Sent to council and approved February 28, 2017;</p> |
| DWQMS Element 5 - Document and Records Control | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-5; Feb 28, 2017 This Process is effectively controlled; Procedures adequately defined controls required for control of Documents and Records No uncontrolled documents evidenced during Audit Records suitably stored and readily available.;</p> |
| DWQMS Element 6 – Drinking-Water System | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-6; February 28, 2017 This Process is effectively controlled.;</p> <p>; The Drinking Water System Descriptions as listed above adequately and effectively address the requirements as defined in the DWQMS Standard including description, Ownership, Flow Charts and Specific Descriptions.</p> <p>Note: The City of Windsor has the responsibility for treating the water and providing safe drinking water to the town. The Town of Tecumseh only distributes the water.</p> |
| DWQMS Element 7 Risk Assessment and DWQMS Element 8 Risk Assessment Outcomes | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-7; February 28, 2017 Operational Plan - Element-8; February 28, 2017 This Process is effectively controlled; Appendix 3 - Defines criteria and methodology for ascertaining risk. Appendix 4 - Risk Assessment Outcomes The Information in the Risk Assessment is reviewed Annually for validity and currency Last reviewed February 17, 2017 by 4 Operators, DWQMS Representative and Manager Water Last Review September 29, 2016</p> |



| Process Name | Observations / Auditor Notes |
|--|---|
| | <p>Appendix 3 identifies the criteria for assessing Risk broken into Likelihood, Severity and Detectability with ranks of 1-5 Risk assessment is based on adding the scores for Likelihood, Severity and Detectability to determine a Critical Control Point According to Procedure Appendix 3 a Ranking of greater than 8 is considered critical. Eighteen Hazards identified No new Risks identified but some CCP changed Risk Assessment and Critical Control Point work Sheets available and up to date .for all 18 identified risks</p> <p>Operational Plan states The entire Risk Assessment process will be conducted at least once every three years to ensure that the information used remains current and the assumptions remain valid.</p> <p>Where CCP of greater than 8 identified Emergency Response Plan procedures Terrorism Loss of Communication Watermain Breaks Loss of Chlorine Residual Bacteriological Test Failure</p> <p>Emergency Response Plan Version 9 - February 2017. Very detailed and thorough</p> |
| DWQMS Element 9 – Organizational Roles, Responsibilities & Authorities | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-9; February 28, 2017 This Process is effectively controlled; Operational Plan - Element-9 defines the Responsibilities and Authorities for System Owner Top Management Chief Administrative Officer Director of Public Works and Environmental Services Manager of Water/Wastewater DWQMS Management Representative Certified Water Operators</p> |
| DWQMS-1 Quality Management System DWQMS-2 Quality Management System Policy DWQMS-4 QMS Representative | <p>Describe whether the process is effective or not (effectiveness should be supported with specific data/records/results). Include strengths & weaknesses of process: Operational Plan - Element-1; February 28/2017 Operational Plan - Element-2; February 28/201 Operational Plan - Element-4; February 1/2010;</p> <p>Operational Plan available covering all elements as defined in Standard</p> <p>Policy meets all defined requirements Posted in facility</p> <p>Quality Management System Representative - The QMS Representative, currently the DWQMS Representative (Brad Dupuis) and has been appointed as the QMS Representative for The Town of Tecumseh by Top Management. The Representative is authorized and responsible for administering all processes associated with the operation and performance of the QMS.;</p> |



| Summary of Findings | |
|---|--|
| Requirement | Finding |
| 1. Quality Management System | C |
| 2. Quality Management System Policy | C |
| 3. Commitment and Endorsement | C |
| 4. Quality Management System Representative | C |
| 5. Document and Record Control | C |
| 6. Drinking-Water System | C |
| 7. Risk Assessment | OFI |
| 8. Risk Assessment Outcomes | C |
| 9. Organizational Structure, Roles, Responsibilities, and Authorities | C |
| 10. Competencies | C |
| 11. Personnel Coverage | C |
| 12. Communications | C |
| 13. Essential Supplies and Services | C |
| 14. Review and Provision of Infrastructure | C |
| 15. Infrastructure Maintenance, Rehabilitation & Renewal | C |
| 16. Sampling, Testing & Monitoring | C |
| 17. Measurement & Recording Equipment, Calibration & Maintenance | C |
| 18. Emergency Management | C |
| 19. Internal Audits | C |
| 20. Management Review | C |
| 21. Continual Improvement | C |
| Mj | Major Non-Conformity. The auditor has determined one of the following: (a) a required element of the DWQMS has not been incorporated into a QMS; (b) a systemic problem with a QMS is evidenced by two or more minor conformities; or (c) a minor non-conformity identified in a corrective action request has not been remedied. |
| Mn | Minor Non-Conformity. In the opinion of the auditor, part of a required element of the DWQMS has not been incorporated satisfactorily into a QMS. |
| OFI | Opportunity for Improvement. Conforms to requirement, but there is opportunity for improvement. |
| C | Conforms to requirement. |
| | Not Applicable to this audit |
| * | Additional Comment added by auditor in the body of the report. |



Audit Summary Matrix



Verification of CARs For Ontario's Drinking Water Quality Management Standard

Have you verified the effectiveness of all previous CARs? (List all new CAR's that you initiated in this report because you did not verify effective implementation of a previous CAR)
Yes.

Discuss your evaluation in detail.

Finding: SCADA Records, Public feedback/complaints, Public works contract documents, as built drawings and emergency test/event evaluation records are not included in the retention table.

The Retention Table evidenced during the Audit was up to date and included the above noted documents. CAR Closed.



THE CORPORATION OF THE TOWN OF TECUMSEH

Public Works & Environmental Services
Report No. 59/17

TO: Mayor and Members of Council

FROM: Denis Berthiaume, Manager Water & Wastewater

DATE OF REPORT: November 28, 2017

DATE TO COUNCIL: December 12, 2017

SUBJECT: 2018 Water & Wastewater Rates By-Law

RECOMMENDATIONS

It is recommended:

1. That a By-law **be prepared**, for consideration at the December 12, 2017 Regular Meeting of Council, to establish water and wastewater rates for the year 2018, based on the recommendations of the 2015 Town of Tecumseh Water and Wastewater Rate Study (Rate Study) and the discussions in this report, as follows:
 - a) metered water consumption charge with usage under 10,200 cubic meters per month at \$1.1547 per cubic meter;
 - b) metered water consumption charge with usage over 10,200 cubic meters per month at \$0.8347 per cubic meter;
 - c) metered wastewater collection and treatment charges at \$1.2095 per cubic meter;
 - d) wastewater collection and treatment charges for Bonduelle North America at \$0.8063 per cubic meter;
 - e) fixed charge for water and wastewater service connections at:

| Meter Size | 2018 |
|-------------|----------|
| 5/8" & 3/4" | \$14.19 |
| 1" | \$24.61 |
| 1.5" | \$48.31 |
| 2" | \$71.97 |
| 3" | \$120.84 |
| 4" | \$195.05 |
| 6" | \$346.86 |

- f) flat rate water un-metered consumption charge at \$45.94 per month;
- g) flat rate un-metered wastewater collection and treatment charge at \$47.45 per month;
- h) meter connection charge at \$520.00 per meter;
- i) meter reconnection charge at \$87.00 per meter;

- j) hydrant rental at \$87.00 per day;
 - k) Oasis Water Filling Station at \$2.05 per cubic meter; and
 - l) Miscellaneous charge at \$15.00
2. And that notice of Council's intent to consider a by-law to establish the water and wastewater rates for the year 2018, at their Regular meeting of December 12, 2017, **be advertised** in the Shoreline, Essex Free Press, Town's website, Facebook page and Twitter.

BACKGROUND

At the Regular Meeting of Council held on November 24, 2015, the members received an updated Water and Wastewater Rate Study (Rate Study) prepared by the Town's Financial Services department. At this meeting the Director of Financial Services presented the new proposed water and wastewater rate structure. Based upon the rate review that was carried out, an updated rate schedule for water was recommended commencing 2016, and for successive years to the year 2024. The rate forecasts can be found in Attachment 1 – Water and Wastewater Rate Forecasts (figures extracted from the Rate Study).

In order to inform the public that Council intends to give consideration to a by-law to establish water and wastewater rates for the year 2018 a notice was published in the Shoreline, Essex Free Press, Town's website, Facebook page and Twitter.

COMMENTS

2018 Water & Wastewater Rates

Based on the review of capital servicing, capital financing, operating expenditures and for water/wastewater services provided by the City of Windsor, Financial Services, on November 24, 2015, recommended a rate schedule for water and wastewater.

The proposed 2018 water rates continue:

- 1) the declining block rate structure for large (over 10,200 cubic meters per month) volume water usage,
- 2) the 2016 \$0.0165 rate reduction to reallocate funding to the sanitary system, and
- 3) the 2018 rate increase as proposed in the Rate Study.

Water rates proposed for 2018 are:

| Usage in cubic meters | 2018 Proposed | 2017 Actual | \$ Change | % Change |
|-----------------------|------------------|-------------|-----------|----------|
| Less than 10,200 | \$1.1547 | \$1.1432 | 0.0115 | 1.0% |
| Greater than 10,200 | \$0.8347 | \$0.8265 | 0.0082 | 1.0% |

The proposed 2018 wastewater rates continue:

- 1) the reduction in the sewer charge for Bonduelle North America (Bonduelle) at 2/3 of the wastewater rate charged to residential consumers. A discounted rate for Bonduelle is provided on the wastewater volume charge to recognize the high proportion of water which is used in their processing that does not go back into the wastewater system,

- 2) the 2012 \$0.04 addition to the rates to support subsidy programs implemented to assist homeowners in reducing inflow and infiltration into the sanitary system,
- 3) the 2016 \$0.2000 rate increase reallocating funding from the water system, and
- 4) the 2018 rate increase as proposed in the Rate Study

Wastewater rates proposed for 2018 are:

| User | 2018 Proposed | 2017 Actual | \$ Change | % Change |
|-----------|---------------|-------------|-----------|----------|
| General | \$1.2095 | \$1.1857 | \$0.0238 | 2.0% |
| Bonduelle | \$0.8063 | \$0.7905 | \$0.0158 | 2.0% |

Analysis of the data included in the Water and Wastewater Rate Study indicates that the trend of lower revenues due to lower consumption continues.

These recommended rates are part of a long-term plan for financial sustainability of the Town of Tecumseh's water and wastewater system which have a historical cost of \$5.6 million and \$4.7 million respectively. Revised long-term projected consumption rates to 2024 are shown on Attachment 1.

Fixed Charge Rates

The Town's Fixed Charge Rate is a fixed monthly charge to all customers based on the size of the meter serving the property. This charge ensures a contribution to the water and wastewater system regardless of consumption levels. The proposed Fixed Charged Rates for 2018 represent a 6% (2017 – 6.0%) increase over 2017 levels. The chart below depicts the 2017 rates as well as the proposed 2018 rates for each of water and wastewater and service connections.

| Meter Size | 2018 | 2017 |
|-------------|----------|----------|
| 5/8" & 3/4" | \$14.19 | \$13.38 |
| 1" | \$24.61 | \$23.21 |
| 1.5" | \$48.31 | \$45.57 |
| 2" | \$71.97 | \$67.90 |
| 3" | \$120.84 | \$114.00 |
| 4" | \$195.05 | \$184.01 |
| 6" | \$346.86 | \$327.23 |

Other Charges

The Town has previously applied a regular annual increase to a number of charges within the Water and Wastewater Rates By-law. With the exception of the Miscellaneous charges (i.e. NSF cheques), Administration recommends the following 1.7 % inflationary increases for 2018:

| Other Charges | 2018 | 2017 | 2016 |
|--|-----------|-----------|-----------|
| Meter connection charge | \$ 520.00 | \$ 511.00 | \$ 502.00 |
| Meter reconnection charge | \$ 87.00 | \$ 86.00 | \$ 84.00 |
| Hydrant rental | \$ 87.00 | \$ 86.00 | \$ 84.00 |
| Miscellaneous charges (i.e. NSF cheques) | \$ 15.00 | \$ 15.00 | \$ 15.00 |

The 2018 water rate for the Oasis Water Filling Station is recommended to be maintained at \$2.05 per cubic meter.

Essex Power Corporation has been providing meter reading and billing and collecting and Call Centre functions for the water customers within Tecumseh on behalf of the Town. The Town is approximately 90% complete its meter upgrade program (outfitting all water meters with automated meter reading system – electronic radio transmitters) and will, once all residential water meters are upgraded, no longer require collection services from Essex Power Corporation – collection will be completed in-house.

Rates for unmetered users are based on a monthly consumption of 330 cubic metres, as well as the fixed rate charges, and reflect the updated metered rates proposed. It is therefore recommended that the flat rate un-metered wastewater collection and treatment charge be established at \$47.45 (2017 - \$45.99) per month, and the flat rate water un-metered consumption charge be established at \$45.94 (2017 - \$44.82) per month for 2018.

CONSULTATIONS

Director Financial Services & Treasurer

FINANCIAL IMPLICATIONS

In accordance with the analysis undertaken by the Financial Services department, adjusted as discussed in this report, the recommended rates for 2018 would recover the Town's operating and capital servicing costs including an allowance for lifecycle replacement of capital infrastructure.

The impact of the proposed water and wastewater rate increases and reallocations would increase the cost to a homeowner using 330 cubic metres from \$1,075.69 to \$1,106.56, an increase of 2.9%.

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:

Denis Berthiaume, ORO
Manager Water & Wastewater

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

Attachments:

1. Proposed Water & Wastewater Rates

ATTACHMENT 1

PROPOSED WATER RATES

Recommended Consumption Charges - Water

| | 2015 Approved | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|------------------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Under 10,200 m ³ /month | 1.1550 | 1.1319 | 1.1432 | 1.1547 | 1.1662 | 1.1779 | 1.1896 | 1.2015 | 1.2135 | 1.2257 |
| Over 10,200 m ³ /month | 0.8350 | 0.8183 | 0.8265 | 0.8347 | 0.8431 | 0.8515 | 0.8600 | 0.8686 | 0.8773 | 0.8861 |
| Annual % Change | | -2% | 1% | 1% | 1% | 1% | 1% | 1% | 1% | 1% |

Table 10.2

Recommended Fixed Charges - Water

| | 2015 Approved | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 5/8" and 3/4" | 11.91 | 12.62 | 13.38 | 14.19 | 15.04 | 15.94 | 16.89 | 17.91 | 18.98 | 20.12 |
| 1" | 20.66 | 21.90 | 23.21 | 24.61 | 26.08 | 27.65 | 29.31 | 31.07 | 32.93 | 34.90 |
| 1 1/2" | 40.56 | 42.99 | 45.57 | 48.31 | 51.21 | 54.28 | 57.54 | 60.99 | 64.65 | 68.53 |
| 2" | 60.43 | 64.06 | 67.90 | 71.97 | 76.29 | 80.87 | 85.72 | 90.86 | 96.32 | 102.10 |
| 3" | 101.46 | 107.55 | 114.00 | 120.84 | 128.09 | 135.78 | 143.92 | 152.56 | 161.71 | 171.41 |
| 4" | 163.77 | 173.60 | 184.01 | 195.05 | 206.76 | 219.16 | 232.31 | 246.25 | 261.02 | 276.69 |
| 6" | 291.23 | 308.70 | 327.23 | 346.86 | 367.67 | 389.73 | 413.12 | 437.90 | 464.18 | 492.03 |
| Annual % Change | | 6% | 6% | 6% | 6% | 6% | 6% | 6% | 6% | 6% |

PROPOSED WASTEWATER RATES

Recommended Volume Charges - Wastewater

| | Approved 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-------------------------------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Charge per m ³ | 1.1397 | 1.1625 | 1.1857 | 1.2095 | 1.2336 | 1.2583 | 1.2835 | 1.3092 | 1.3353 | 1.3620 |
| 'Large Consumer' per m ³ | 0.7598 | 0.7750 | 0.7905 | 0.8063 | 0.8224 | 0.8389 | 0.8557 | 0.8728 | 0.8902 | 0.9080 |
| Annual % Change | | 2% | 2% | 2% | 2% | 2% | 2% | 2% | 2% | 2% |

Recommended Fixed Charges - Wastewater

| | 2015 Approved | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 |
|-----------------|------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 5/8" and 3/4" | 11.91 | 12.62 | 13.38 | 14.19 | 15.04 | 15.94 | 16.89 | 17.91 | 18.98 | 20.12 |
| 1" | 20.66 | 21.90 | 23.21 | 24.61 | 26.08 | 27.65 | 29.31 | 31.07 | 32.93 | 34.90 |
| 1 1/2" | 40.56 | 42.99 | 45.57 | 48.31 | 51.21 | 54.28 | 57.54 | 60.99 | 64.65 | 68.53 |
| 2" | 60.43 | 64.06 | 67.90 | 71.97 | 76.29 | 80.87 | 85.72 | 90.86 | 96.32 | 102.10 |
| 3" | 101.46 | 107.55 | 114.00 | 120.84 | 128.09 | 135.78 | 143.92 | 152.56 | 161.71 | 171.41 |
| 4" | 163.77 | 173.60 | 184.01 | 195.05 | 206.76 | 219.16 | 232.31 | 246.25 | 261.02 | 276.69 |
| 6" | 291.23 | 308.70 | 327.23 | 346.86 | 367.67 | 389.73 | 413.12 | 437.90 | 464.18 | 492.03 |
| Annual % Change | | 6% | 6% | 6% | 6% | 6% | 6% | 6% | 6% | 6% |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-77

Being a by-law to authorize the execution of a Farm Lease Agreement between The Corporation of the Town of Tecumseh and John Nostadt.

WHEREAS The Corporation of the Town of Tecumseh [Town] is the owner of the lands legally described as Part Lots 14, 15 and 16, Concession 12, designated as Part 2, Plan 12R-25526 in the Town of Tecumseh, registered in the Land Titles office in Windsor on August 11, 2013, (hereafter “Town Lands”);

AND WHEREAS John Nostadt of Nostadt Stock Farms (hereafter “Farmer”) is interested in farming the Town Lands;

AND WHEREAS the Town and the Farmer are desirous of entering into a Farm Lease Agreement for the growing of crops on the Town Lands for the crop year of 2018;

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

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

- 1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Farm Lease Agreement dated the 12th day of December 2017, between The Corporation of the Town of Tecumseh and John Nostadt, for the term January 1, 2018 to December 31, 2018, a copy of which Farm Lease Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Farm Lease Agreement.
- 2. **THAT** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

“SEAL”

Laura Moy, Clerk

FARM LEASE AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 2018.

BETWEEN:

The Corporation of the Town of Tecumseh
hereinafter called the "Corporation"

Of the First Part;

AND:

John Nostadt
of Nostadt Stock Farms, in the County of Essex
hereinafter called the "Farmer"

Of the Second Part;

WHEREAS the Corporation is the owner of the lands and premises, being legally described in Schedule "A" hereto, hereinafter referenced to as the "Farmlands";

AND WHEREAS, the Farmer is conducting business in the general vicinity and neighborhood of the Farmlands;

AND WHEREAS, the parties hereto have agreed to the growing of crops on the Farmlands for the term hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter contained, the Parties hereto mutually undertake and agree as follows:

1. That the term of this Agreement shall be from January 1, 2018 to December 31, 2018;
2. The Farmer shall grow on the Farmlands such crops as the Farmer and the Corporation shall determine during the term hereof, and the Farmer covenants and agrees to properly plow, till, disc and prepare the Farmlands for planting of such crops and to plant, grow and care for and harvest the said crops in a good and farmer-like manner, according to the prevailing customs relative to farm husbandry in the community;
3. The Farmer shall, at his own expense, furnish and supply all labor in connection with the due performance of this Agreement, and, without limiting the generality of the foregoing, for the plowing, tilling, discing and preparation of the Farmlands for the planting of the crops to be grown on the Farmlands, and for the growing, harvesting and handling of the said crops;
4. The Farmer shall, at his own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement;
5. The Farmer shall, at his own expense, furnish and apply all materials, including seed, all fertilizers and herbicide sprays utilized by the Farmer in connection with the due performance of this Agreement. The Farmer shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of cost to the Corporation;

6. The Farmer hereby indemnifies and saves harmless the Corporation and its members of Council, directors, officers, employees, agents and representatives, harmless from and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of the Farmer's use of the Farmlands, including, without limiting the generality of the foregoing, arising as a result of the use by the Farmer of fertilizers and herbicide sprays on the Farmlands;
7. The Farmer hereby covenants and agrees to pay to the Corporation, the following:
 - (a) A total of **\$4,194.00**, plus HST (\$4,739.22) annually, as follows:
 - i. Fifty percent (50%) on June 1, 2018 = **\$2,097** plus HST (\$2,369.61) as applicable.
 - ii. Fifty per cent (50%) on October 1, 2018 = **\$2,097.00** plus HST (\$2,369.61) as applicable;
8. The Farmer shall, in the Fall of 2018, after all crops have been harvested, leave the Farmlands in good condition in accordance with proper farm husbandry ready for the next crop year;
9. The parties acknowledge and agree that, as of the date hereof, the Farmlands comprise eighteen (18) acres of arable land, more or less. The parties further acknowledge and agree that the Corporation may, at any time or times during the term hereof, upon 90 days' written notice to the Farmer, terminate this Agreement or reduce the acreage subject to this Agreement and upon the giving of such notice any and all of the Farmer's rights with respect to the Farmlands or to the reduced acreage described in the notice as the case may be, shall terminate and be at end. In the event that, after a crop has been planted by the Farmer, the Corporation terminates this Agreement or reduces the acreage subject to this Agreement, the rent shall be adjusted to reflect the reduced acreage and the Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the reduced acreage during the term of this Agreement in furtherance of the Farmer's obligations hereunder and the Corporation shall have no further obligation to the Farmer;
10. It is understood and agreed by and between the parties hereto that the relationship of partnership between them has not been created by this Agreement, and that there is no relationship of master and servant between them;
11. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns;
12. The Farmer shall provide to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for the taxation year 2018;
13. The Farmer further covenants and agrees not to assign this Agreement or any renewal thereof or to sublet the said farmland or any part thereof without the prior written consent of the Corporation, and such consent may be arbitrarily withheld;

14. The Farmer further covenants and agrees to furnish the Clerk of the Corporation with written evidence of public liability and property damage insurance coverage in the amount of two million dollars (\$2,000,000.00) with the Corporation named as an additional insured, which is satisfactory to the Corporation;
15. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Farmer or by the Farmer to the Corporation under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:

John Nostadt
3754 Concession 11
Maidstone, Ontario N0R1K0

or in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Attention: Laura Moy,
Director Staff Services & Clerk

or to such other address as either party may from time to time designate by written notice to the other.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

SIGNED, SEALED & DELIVERED

In the presence of:

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

By:

Name: Gary McNamara

Title: Mayor

Name: Laura Moy

Title: Director Staff Services & Clerk

NOSTADT FARMS

Name: John Nostadt

I/We have authority to bind the corporation.

SCHEDULE “A”

North 18 acres of Part of Lots 14, 15 and 16, Concession 12 in the Town of Tecumseh, designated at Part 2 on Plan 12R-25526 registered in the Land Titles Office in Windsor, on August 11, 2013.

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-79

Being a bylaw of to appoint Local Authority Services (LAS) as the Meeting Investigator pursuant to Sections 8,9,10 and 239.1 of *The Municipal Act, 2001*, as amended

WHEREAS effective January 1, 2008, Section 239.1 of the *Municipal Act, 2001* as amended permits a person to request an investigation of whether a municipality or local board has complied with section 239 of the *Municipal Act, 2001* as amended or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public;

AND WHEREAS Council deems it desirable to appoint Local Authority Services (LAS) as the Investigator to investigate all requests on behalf of the Municipality and its Local Boards;

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

1. **THAT** pursuant to sections 9, 10, 11 and 239.2 of the *Municipal Act, 2001*, as amended, (the "Act") Council hereby appoints LAS as the independent Investigator to investigate in accordance with the legislation all requests for an investigation of the Council and Committees of the Municipality and the Local Boards and their Committees of the Municipality. For the purposes of this By-Law "committee" and "local board" shall have the meaning as defined in section 238 of the Act.
2. **THAT** the appointment shall be for an initial term of one year commencing on January 1, 2018, and may be renewed for subsequent terms.
3. **THAT** LAS and its delegate shall, in carrying out the functions of Investigator, have regard to, among other matters, the importance of the Investigator's credibility, the independence, impartiality and confidentiality with respect to the investigative process.
4. **THAT** the Investigator or the delegate may hear or obtain information from such persons as the Investigator or the delegate thinks fit, and may make such inquiries as Investigator or the delegate thinks fit and it is not necessary for the Investigator or the delegate to hold any hearing.
5. **THAT** subject to section 6, no person is entitled as of right to be heard by the Investigator or the delegate.
6. **THAT** if at any time during the course of an investigation it appears to the Investigator or the delegate that there may be sufficient grounds for a report or recommendation that may adversely affect the municipality, a local board or any other person, the Investigator or the delegate shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.
7. **THAT** after conducting an investigation, the Investigator or the delegate shall report to the municipality or in the case of a local board, to the local board and the Municipality. The report shall include an opinion and the reasons for it and may make such recommendations as the Investigator or the delegate thinks fit. The report shall be included on the next agenda of the Council or in the case of a Local Board, the Council and the Local Board agendas, immediately following receipt of the report.

8. **THAT** every request for an investigation by a person shall include all of the following:
- a) be directed to the Clerk,
 - b) be in writing,
 - c) include reasons for the request,
 - d) be signed, and
 - e) include an address and telephone number of the person making the request.
9. **THAT** an Agreement between the municipality and LAS for investigative services as shown on Schedule “A” attached hereto is hereby approved and the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
10. **THAT** this By-law shall come into force and take effect immediately upon the final passing thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

Investigator Services Agreement

This Agreement made this _____ day of _____, 2017

Between

The Corporation of the Town of Tecumseh

(the "Municipality")

-and-

Local Authority Services

("LAS")

(each a "Party" and together the "Parties")

RECITALS

WHEREAS effective January 1, 2008, Section 239.1 of the *Municipal Act, 2001*, as amended (the "Act"), will permit a person to request an investigation of whether a municipality or local board has complied with Section 239 of the Act and/or a procedure by-law enacted pursuant to Subsection 238 (2) of the Act in respect of a meeting or part of a meeting that was closed to the public;

AND WHEREAS the investigation of the relevant municipality or local board must be undertaken by an Investigator appointed by the municipality pursuant to Sections 9, 10, 11, and 239.2 of the Act or by an Ombudsman appointed pursuant to the *Ombudsman Act* if the municipality has not appointed an Investigator under the Act;

AND WHEREAS the Municipality deems it desirable that all requests for an investigation be undertaken in the public interest by an appointed independent and impartial investigator (the "Investigator");

AND WHEREAS the Municipality deems it desirable to appoint LAS as the Investigator to investigate all requests received by the Municipality after the date of this agreement pursuant to the Act, respecting any meeting of the Municipality's council, a local board, or a committee of either of them;

AND WHEREAS LAS is dedicated to providing services to Ontario municipalities, and is interested in acting as the Investigator for the Municipality on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Appointment

1. Pursuant to the Act, the Municipality hereby appoints LAS to provide the Investigator Services in accordance with the Act, for all requests for an investigation of the Council and Committees of the Municipality and, the Local Boards, and/or their Committees. For the purposes of this Agreement, “committee” and “local board” shall have the meaning as defined in Section 238 of the Act.
2. Within thirty (30) days of the execution of this Agreement, the Municipality hereby agrees to provide to LAS or its delegate a list of all of the Local Boards and Committees to whom this Agreement applies. The Municipality further agrees to give notice in writing of this Agreement and the appointing by-law to each of the Local Boards and/or Committees affected by this Agreement.

Powers

3. The Municipality hereby grants to LAS those powers and duties outlined in Section 239.2 of the Act, and as set out in Schedule “A” to this Agreement.
4. LAS agrees to undertake timely, impartial, and independent investigations and they shall be confidential as required by Section 239.2(5)(b) of the Act.
5. The Parties agree not to disclose any confidential information related to the Services to any party (other than a Party’s legal counsel, accountants or other advisors who have a need to know such information and have agreed to keep such terms confidential) except information as agreed to by the parties or to comply with any applicable law. Either Party shall be entitled to all remedies available at law or in equity to enforce or seek relief in connection with this confidentiality obligation.

Delegation

6. The Parties acknowledge and agree that LAS, pursuant to Section 239.2(6) of the Act, may delegate all of its powers and duties as Investigator to a third party (the “Delegate”). Any and all rights and obligations of LAS under this Agreement shall also be assigned to the Delegate accordingly. LAS agrees to promptly notify the Municipality of the name of the Delegate.
7. Each Party to this Agreement agrees to indemnify and save harmless the other (hereinafter referred to as the “Innocent Party”) from and against all liabilities, losses, suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature whatsoever or which may be incurred, sustained or paid by the Innocent Party in consequence of the defaulting Party’s (or their Delegate’s) wilful misconduct, negligence, bad faith, non-performance or breach of any of the terms, conditions, representations, warranties, covenants or any provision under this agreement, provided that the Innocent Party shall give prompt written notice of any such liabilities, losses,

suits, claims, demands, damages, expenses, costs (including all legal costs), fines and actions of any kind or nature, to the defaulting Party. Nothing in this Agreement shall be interpreted as conferring liability on an Innocent Party for the wilful misconduct, gross negligence, or bad faith of the defaulting Party or their Delegate.

Process

8. Upon receipt of a request for an investigation regarding the Meeting, it is agreed that the Clerk of the Municipality shall forthwith forward the following documents to LAS or the Delegate, as appropriate:
 - a) The original request for an investigation;
 - b) A certified copy of the municipal procedure by-law and, if applicable, the procedure by-law for the Local Board;
 - c) A certified copy of the municipal notice by-law and, if applicable, the notice by-law for the Local Board;
 - d) A certified copy of the agenda with all relevant attachments relating to the Meeting;
 - e) A certified copy of the notice given for the Meeting;
 - f) A certified copy of the minutes of the Meeting;
 - g) A contact list for all members of the Council, Local Board or Committee for which the request is made and for all persons present at the Meeting;
 - h) Such other information or documentation that the Clerk of the Municipality deems relevant; and
 - i) Such other information or documentation that LAS or the Delegate may from time to time deem relevant to the investigation.

Fees

9. The Municipality agrees to pay fees and expenses of LAS or the Delegate for the Services (the "Fees"):
 - a) A retainer fee of Six Hundred Sixty Dollars (\$660) per term plus applicable taxes, payable upon execution of this Agreement;
 - b) An hourly investigation fee of Two Hundred Twenty Five Dollars (\$225.00) plus all applicable taxes;
 - c) All legal fees incurred by LAS or the Delegate arising out of a claim made by a third-party regarding this Agreement; and

- d) All reasonable expenses incurred during the course of providing the Services, including but not limited to any costs associated with transportation expenses, meals, report preparation including translation costs where appropriate, and out-of-pocket administrative costs.
- 10. The investigation fee shall be billed by LAS or its Delegate, as appropriate.
- 11. The retainer fee shall be billed by LAS.
- 12. Any investigation fee submitted by the Delegate shall be deemed to be a debt owed to both LAS and the Delegate until paid in full.

Additional Services Provided by LAS or the Delegate

- 13. LAS agrees to maintain, or cause the Delegate to maintain, a website to which the Municipality shall have access during the Term. The website will include the following features:
 - a) Information and updates on closed meeting procedures;
 - b) The panel of personnel hired by LAS or the Delegate to fulfill the Services, including experience; and
 - c) Access to all reports made by LAS or the Delegate.
- 14. Upon execution of this Agreement by the Parties, LAS agrees to provide the Municipality with an information package including but not limited to: an appointing by-law, educational materials, etc.

Term

- 15. The term of this Agreement shall be one (1) year commencing on the first day of January 2018, or any later day as agreed upon by the Parties, and ending on December 31, 2018 (the "Term").

Renewal

- 16. Subject to Section 15 herein, this Agreement shall automatically renew from year to year unless and until terminated by either Party upon ninety (90) days prior written notice on the same terms and conditions contained herein except that the retainer fee and investigation fee may be adjusted by LAS, in its sole discretion, acting reasonably. LAS agrees to invoice the Municipality for the retainer fee related to the renewal period at least one hundred and twenty (120) days prior to the commencement of the renewal term and the Municipality agrees to pay such invoice at least thirty (30) days prior to the commencement of the renewal term.

Termination

17. This Agreement may be terminated by either Party on ninety (90) days' written notice to the other Party provided that any investigations commenced prior to the termination date shall be completed pursuant to this Agreement and the appointing by-law, and all related Fees shall be paid as set out herein.

Dispute Resolution

18. Any controversy, dispute, difference, question or claim arising between the Parties in connection with this Agreement that cannot be resolved by a manager from each Party (collectively, the "Dispute") shall be settled in accordance with this Article.
19. The aggrieved Party shall send the other Party written notice identifying the Dispute, its position on the Dispute and the remedy sought. Upon receipt of such written notice, a senior officer of the other Party shall enter into good faith negotiations with a senior officer of the aggrieved Party to resolve the Dispute.
20. If the Dispute has not been resolved within thirty (30) days after such written notice has been given, either Party may avail itself of any process or means legally available to resolve the Dispute.

Miscellaneous

21. All provisions herein shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
22. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In respect of any provision so determined to be unenforceable or invalid, the Parties agree to negotiate in good faith to replace the unenforceable or invalid provision with a new provision that is enforceable and valid in order to give effect to the business intent of the original provision to the extent permitted by law and in accordance with the intent of this Agreement.
23. This Agreement, including any Schedule attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior agreements, undertakings, declarations, commitments, representations, written or oral, in respect thereof. This Agreement shall be read with all changes of gender or number required by the context.

24. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the Parties and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.
25. Each of the Municipality and LAS shall from time to time execute any and all documents and perform such other acts as may be necessary or expedient to further the purposes of this Agreement and the transactions contemplated hereby.
26. Time shall be of the essence of this Agreement.
27. The Municipality and LAS are not and shall not be deemed to be partners or joint venturers with one another and nothing herein shall be construed so as to impose any liability as such on any of them. The Municipality agrees that LAS shall perform its obligations under this Agreement as an independent contractor, and shall not be deemed to be a trustee for any person, whether or not a party to this Agreement, in connection with the discharge by LAS of such obligations.
28. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable herein.
29. All notices which may be necessary or proper for either Party to serve upon the other shall be served by delivery to the Party to whom the notice is to be given or sent postage pre-paid to the following addresses or by facsimile transmission to the facsimile number set out below:

To the Town of Tecumseh:

917 Lesperance Rd
Tecumseh, Ontario N8N 1W9

Facsimile Number: (519) 735-8326

To LAS:

200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6

Facsimile Number: (416) 971-6191

All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or, if mailed or sent by facsimile as aforesaid, three (3) business days after the same is mailed as aforesaid. Either Party may at any time by notice in writing to the other change its address for service of notice.

30. This Agreement may be executed in several counterparts, each of which so executed being deemed to be an original, and such counterparts together shall constitute but one and the same instrument and notwithstanding their date of execution shall be deemed to be made and dated as of the date hereof.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

The Corporation of the Town of Tecumseh and LAS have respectively executed and delivered this Agreement as of the date first set out above.

Corporation of the Town of Tecumseh

Mayor

Clerk

I have authority to bind the Corporation

Local Authority Services

Judy Dezell
Director, Local Authority Services

I have authority to bind the Corporation

Schedule “A”

The following are the relevant statutory authorities enacted at the time of execution of this Agreement:

The *Municipal Act, 2001*, as amended

Investigator

239.2 (1) Without limiting sections 9, 10 and 11, those sections authorize the municipality to appoint an investigator who has the function to investigate in an independent manner, on a complaint made to him or her by any person, whether the municipality or a local board has complied with section 239 or a procedure by-law under subsection 238 (2) in respect of a meeting or part of a meeting that was closed to the public, and to report on the investigation. 2006, c. 32, Sched. A, s. 104.

Powers and duties

(2) Subject to this section, in carrying out his or her functions under subsection (1), the investigator may exercise such powers and shall perform such duties as may be assigned to him or her by the municipality. 2006, c. 32, Sched. A, s. 104.

Matters to which municipality is to have regard

(3) In appointing an investigator and in assigning powers and duties to him or her, the municipality shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same, investigator

(4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5). 2006, c. 32, Sched. A, s. 104.

Same

- (5) The matters referred to in subsections (3) and (4) are,
- a) the investigator’s independence and impartiality;
 - b) confidentiality with respect to the investigator’s activities; and
 - c) the credibility of the investigator’s investigative process. 2006, c. 32, Sched. A, s. 104.

Delegation

(6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator’s powers and duties under this Part. 2006, c. 32, Sched. A, s. 104.

Same

(7) An investigator may continue to exercise the delegated powers and duties, despite the delegation. 2006, c. 32, Sched. A, s. 104.

Status

(8) An investigator is not required to be a municipal employee. 2006, c. 32, Sched. A, s. 104.

Application

(9) Subsection 223.13 (6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section. 2006, c. 32, Sched. A, s. 104.

Report and recommendations

(10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit. 2006, c. 32, Sched. A, s. 104.

Publication of reports

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public. 2006, c. 32, Sched. A, s. 104.

Ombudsman

223.13

Powers paramount

(6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question. 2006, c. 32, Sched. A, s. 98

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private. 2006, c. 32, Sched. A, s. 98.

Opportunity to make representations

(2) The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel. 2006, c. 32, Sched. A, s. 98.

Application of *Ombudsman Act*

(3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(4) For the purposes of subsection (3), references in section 19 of the *Ombudsman Act* to “any governmental organization”, “the *Freedom of Information and Protection of Privacy Act*” and “the *Public Service Act*” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”, “the *Municipal Freedom of Information and Protection of Privacy Act*” and “this Act”, respectively. 2006, c. 32, Sched. A, s. 98.

Note: On the day the Statutes of Ontario, 2006, chapter 35, Schedule C, section 134 comes into force, subsection (4) is amended by the Statutes of Ontario, 2006, chapter 35, Schedule C, subsection 134 (3) by striking out “the *Public Service Act*” and substituting “the *Public Service of Ontario Act, 2006*”. See: 2006, c. 35, Sched. C, ss. 134 (3), 137 (1).

Duty of Confidentiality

223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part. 2006, c. 32, Sched. A, s. 98.

Disclosure

(2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman’s opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations. 2006, c. 32, Sched. A, s. 98.

Section prevails

(3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*. 2006, c. 32, Sched. A, s. 98.

No review, etc.

223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court. 2006, c. 32, Sched. A, s. 98.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part. 2006, c. 32, Sched. A, s. 98.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court. 2006, c. 32, Sched. A, s. 98.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part is or affects any such remedy or right of appeal or objection or procedure. 2006, c. 32, Sched. A, s. 98.

Ombudsman Act, R.S.O. 1990, CHAPTER 0.6

Evidence

19. (1) The Ombudsman may from time to time require any officer, employee or member of any governmental organization who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman's opinion relate to any such matter and which may be in the possession or under the control of that person. R.S.O. 1990, c. O.6, s. 19 (1).

Examination under oath

- (2) The Ombudsman may summon before him or her and examine on oath,
- a) any complainant;
 - b) any person who is an officer or employee or member of any governmental organization and who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1); or
 - c) any other person who, in the Ombudsman's opinion, is able to give any information mentioned in subsection (1),

and for that purpose may administer an oath. R.S.O. 1990, c. O.6, s. 19 (2).

Secrecy

(3) Subject to subsection (4), no person who is bound by the provisions of any Act, other than the *Public Service Act*, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure. R.S.O. 1990, c. O.6, s. 19 (3).

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection (3) is amended by the Statutes of Ontario, 2006, chapter 35, Schedule C, subsection 94 (3) by striking out “the *Public Service Act*” and substituting “the *Public Service of Ontario Act, 2006*”. See: 2006, c. 35, Sched. C, ss. 94 (3), 137 (1).

Providing personal information despite privacy Acts

(3.1) A person who is subject to the *Freedom of Information and Protection of Privacy Act* or the *Personal Health Information Protection Act, 2004* is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2). 2004, c. 3, Sched. A, s. 94.

Idem

(4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement. R.S.O. 1990, c. O.6, s. 19 (4).

Privileges

(5) Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court. R.S.O. 1990, c. O.6, s. 19 (5).

Protection

(6) Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person. R.S.O. 1990, c. O.6, s. 19 (6).

Right to object to answer

(7) A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the *Canada Evidence Act*. R.S.O. 1990, c. O.6, s. 19 (7).

Prosecution

(8) No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section. R.S.O. 1990, c. O.6, s. 19 (8).

Fees

(9) Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly. R.S.O. 1990, c. O.6, s. 19 (9); 2006, c. 19, Sched. C, s. 1 (1).

THE CORPORATION OF THE TOWN OF TECUMSEH

BY LAW NUMBER 2017-80

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and The Community Support Centre for public transportation to the physically disabled and the frail elderly persons for the years 2018 and 2019.

WHEREAS it is desirable to provide public transportation for the physically disabled and the frail elderly within the Town of Tecumseh;

AND WHEREAS CSC provides such transportation within the Town of Tecumseh for persons who are 55 years of age and older, have a physical disability or are seriously frail with limited mobility (Transportation Service);

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

AND WHEREAS under Section 11 of the *Municipal Act 2001*, S.O. 2001 c.25 a municipality may provide any service or thing that the municipality considers necessary or desirable for the public and is given authority to pass by-laws, subject to the rules set out in subsection (4), respecting certain spheres of jurisdiction, including transportation systems;

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

- 1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and The Community Support Centre dated the 12th day of December, 2017, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.
- 2. **AND THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

READ a first, second and third time, and finally passed this 12th day of December, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

COMMUNITY SUPPORT CENTRE SERVICES AGREEMENT

THIS AGREEMENT made as of the day of December, 2017.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
[Hereinafter referred to as “Tecumseh”]
OF THE FIRST PART

-and-

THE COMMUNITY SUPPORT CENTRE
[Hereinafter referred to as “CSC”]
OF THE SECOND PART

WHEREAS:

- 1. It is desirable to provide public transportation; and
- 2. CSC provides such transportation within the Town of Tecumseh for persons who are 17+ and travelling for access to medical care; students travelling for access to post-secondary education [Transportation Service].

NOW THEREFORE, in consideration of the terms and conditions in this Agreement, and the sum of one dollar (\$1.00) the Parties agree as follows:

- 1. Tecumseh agrees to pay CSC the sum of Three Dollars (\$3.00) per paying rider who resides within the Town of Tecumseh for the term commencing January 1, 2018 and concluding December 31, 2019 to a maximum of Ten Thousand Dollars (\$10,000). CSC shall invoice Tecumseh at the end of each six (6) month period comprising the aforementioned term based upon actual ridership in the foregoing six month period.
- 2. Tecumseh agrees to distribute CSC information and promotional materials through the municipal office.
- 3. CSC agrees to provide, operate and maintain the Transportation Service, at its sole expense and risk, in an efficient manner on the days and times set out in schedule “A” attached to and forming part of this agreement.
- 4. CSC shall maintain its transportation vehicles in safe working order and will operate them in accordance with all applicable laws and in accordance with the eligibility requirements of the Ontario Ministry of Health, Erie-St. Clair Local Health Network, *Accessibility for Ontarians with Disabilities Act, 2005* [Act] as amended, and the *Integrated Accessibility Standards Regulation O.Reg. 191/11*.
- 5. CSC shall ensure that all its employees, agents, volunteers, or others for whom the CSC is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of *Accessible Standards for Customer Service O. Reg. 429/07* [Regulation] made under the Act. CSC shall ensure that such training includes, without limitation, a review of the purpose of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. CSC shall submit to the Town, as required from time to time, documentation describing its customer service training policies, practices and procedures and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents, volunteers or others who received such training. The Town reserves the right to require CSC to amend its training policies to meet the requirements of the Act and the Regulation.

6. The Parties agree that this agreement shall not transfer any control over or responsibility for CSC or its operations to Tecumseh.
7. CSC shall keep accounting and operating records and shall provide a semi-annual report to Tecumseh indicating unmet demand and cancellations, the total number of clients, trips and the total cost per client per trip.
8. CSC shall indemnify and save Tecumseh harmless from loss, damage, expense and all suits, claims and proceedings, causes of action and demands arising by reason of or in connection in any way with this agreement, the operation or maintenance of the Transportation Service.
9. CSC shall have sole discretion regarding the qualification of individuals to use the Transportation Service and shall implement the eligibility of users for the Transportation Services in accordance with the requirements of the Ontario Ministry of Health and Long Term Care/Erie-St. Clair Local Health and Integration Network requirements.
10. This agreement shall not be construed so as to create any business relationship between the Parties other than that which is expressly stated.
11. Neither Party shall assign this agreement to a third party.
12. This agreement shall be governed by and interpreted according to the applicable laws of the Province of Ontario and Canada.

IN WITNESS WHEREOF the parties are to have caused the agreement to be signed and sealed and/or executed by their respective officers which are duly authorized as of the date first written above.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE TOWN OF
TECUMSEH**

Per: _____
Mayor, Gary McNamara

Per: _____
Clerk, Laura Moy

We have authority to bind the Town

COMMUNITY SUPPORT CENTRE

Per: _____

Per: _____
I/We have authority to bind the Corporation.

SCHEDULE A
to the Agreement between
THE CORPORATION OF THE TOWN OF TECUMSEH
- and –
COMMUNITY SUPPORT CENTRE

| <i>Community Support Centre Transit – Hours of Operation</i> | | |
|--|-----------------|-----------------|
| Day | Bus Hours | Office Hours |
| Monday | 7:00 am-5:00 pm | 8:30 am-4:30 pm |
| Tuesday | 7:00 am-5:00 pm | 8:30 am-4:30 pm |
| Wednesday | 7:00 am-5:00 pm | 8:30 am-4:30 pm |
| Thursday | 7:00 am-5:00 pm | 8:30 am-4:30 pm |
| Friday | 7:00 am-5:00 pm | 8:30 am-4:30 pm |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-81

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and The Skate Pro.

WHEREAS The Corporation of the Town of Tecumseh ("Town") is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

AND WHEREAS The Skate Pro ("Concessionaire") has applied to the Town for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

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

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

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and The Skate Pro dated the 1st day of May, 2018, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

"SEAL"

Gary McNamara, Mayor

Laura Moy, Clerk

THIS AGREEMENT made this 1st day of May, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
hereinafter called the "Corporation"

OF THE FIRST PART

-and-

THE SKATE PRO
hereinafter called the "Concessionaire"

OF THE SECOND PART

WHEREAS the Corporation is the owner of the lands and premises known as the Tecumseh Arena, located at 12021 McNorton Street, in the Town of Tecumseh (hereinafter "Tecumseh Arena");

AND WHEREAS the Concessionaire has applied to the Corporation for permission to operate a skate shop including ice skate sharpening and sporting goods concession in the Tecumseh Arena;

WITNESSETH that in consideration of the mutual covenants, terms and agreements hereinafter expressed, the parties hereto agree as follows:

THE OWNER COVENANTS AND AGREES:

1. The Corporation hereby grants permission to the Concessionaire to operate a skate shop, skate sharpening and sporting goods concession in the Tecumseh Arena, located in the lobby and in the area adjacent to the player's hallway, with an area of 210 square feet, for the period from the 1st day of May, 2018, to the 30th day of April, 2023.
2. To provide the required utilities and pay for the same.

THE TENANT COVENANTS AND AGREES:

1. The Concessionaire hereby covenants and agrees to pay to the Corporation, rent as follows:
 - a) On the first day of each month commencing the 1st day of May, 2018 through to and including April 30th, 2023, the sum of \$330.00 plus HST.
2. The Lessee shall pay to the Owner all monies owed by the first (1st) day of the month following the month that such charges were incurred. Interest at the rate of one and one-half percent (1.5%) shall be charged on all accounts that are thirty (30) days overdue from the date that the month statements are issued.
3. The Concessionaire further covenants and agrees to supply, install and provide the following:
 - a) Ice skate sharpening machines;
 - b) A blower system for skate sharpening machines in order to keep the skate shop free of grindings, filings and dust.
4. That all shelving and cupboards contained in the room are the property of the Concessionaire.
5. That no re-modeling or structural changes will be made to the room without the prior consent of the Director Parks & Recreation Services.

6. To be responsible for the maintenance of the room and all related equipment.
7. The Concessionaire further covenants and agrees to keep the premises used by them in a clean and sanitary condition at all times and to pick up and remove all waste paper or other materials resulting from the operation of the skate shop.
8. To indemnify and save harmless the Corporation, absolutely from all liabilities however arising, caused or having to do in any way with Concessionaire's rental of the Corporation's facilities.
9. To provide the Corporation with proof of liability insurance from the Concessionaire's insurance carrier of not less than two million (\$2,000,000.00) with the Corporation named as an additional named insured for the duration of this agreement.
10. This agreement may not be transferred or assigned by the Concessionaire. The Concessionaire shall not sublet any portion of the sports/skate shop areas without written approval from the Corporation.
11. Upon termination of this agreement the Concessionaire shall at its own expense remove all of its chattels from the premises and leave the skate shop area in a clean and well maintained state of repair. The Concessionaire shall not be entitled to be compensated for any of the improvements which the Concessionaire may have made to the skate shop area.
12. It is further understood and agreed that at the commencement of each season, the parties hereto shall meet to review and agree upon hours of operation of the Concessionaire's business to ensure such business is open during peak hours of operation.
13. The Concessionaire shall comply with all requirements of the *Workplace Safety & Insurance Act*, the *Occupational Health and Safety Act*, *Environmental Protection Act* and all other applicable law, regulations and by-laws. The Concessionaire shall provide proof from time to time upon request from the Corporation and forthwith upon execution of this document a valid clearance certificate issued by the Workplace Safety and Insurance Board. The Contractor represents to the Corporation and shall ensure that all its employees, agents, volunteers, or others for whom the Concessionaire is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act*, 2005 as amended (the "Act").
14. It is further understood and agreed that upon the failure of the Concessionaire to carry out any of the provisions of this agreement or any renewal thereof or upon the failure of the parties to agree on minimum hours of operation, this Agreement may be cancelled by either party upon ninety (90) days' written notice.
15. Notwithstanding paragraph 1, the Corporation may terminate this agreement at any time if the Concessionaire fails to perform any of its covenants and obligations provided that the Corporation provides at least thirty (30) days notice in writing of termination. If within the thirty (30) day period the Concessionaire complies with all covenants and obligations contained in this agreement then the notice of termination will become null and void.

16. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Concessionaire or by the Concessionaire to the Corporation under the provisions of this agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Concessionaire, to: The Skate Pro
647 Gauthier Drive.
Tecumseh, ON N8N 3K8
Attention: Chuck Gravelle

or in the case of the Corporation, to: Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

or to such other address as either party may from time to time designate by written notice to the other.

17. The Concessionaire has the option to negotiate renewal terms for an additional five (5) year term, upon providing 120 days' notice in writing to the Corporation. If the parties are unable to agree to terms of renewal by April 1, 2023, then this agreement will terminate on April 30, 2023.

18. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the *Arbitrations Act*, R.S.O. 1990, Chapter A-24.

IN WITNESS WHEREOF the parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

| | | |
|---------------------------------------|---|---|
| SIGNED, SEALED & DELIVERED |) | THE CORPORATION OF THE |
| In the Presence of: |) | TOWN OF TECUMSEH |
| |) | |
| |) | |
| _____ |) | _____ |
| Date |) | Mayor Gary McNamara |
| |) | |
| |) | |
| _____ |) | _____ |
| Date |) | Laura Moy, Clerk |
| |) | We have authority to bind the Corporation |
| |) | |
| |) | THE SKATE PRO |
| |) | |
| |) | |
| _____ |) | _____ |
| Date |) | Chuck Gravelle |
| |) | I have authority to bind the Corporation |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW 2017-82

Being a by-law to establish the water
and waste water rates for the year 2018.

WHEREAS the *Municipal Act*, 2001, S.O. 2001, c. 25 and in particular section 391 et seq. thereof, provide, inter alia, that a municipality may pass by-laws imposing fees or other charges for services or activities provided or done by it, for use of property under its control, and for capital costs payable by it;

AND WHEREAS in pursuance thereof, The Corporation of the Town of Tecumseh (Town) is desirous of enacting a by-law to impose fees or charges for use of its waste water system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system;

AND WHEREAS public notice was given on the Town's website, Facebook page and Twitter on Friday, December 1, 2017, as well as the Essex Free Press on Thursday, November 31, 2017, and the Shoreline Week Friday, December 1, 2017, of Council's intent to give consideration to the adoption of a by-law to impose fees or charges for use of its waste water management system, and for use of its waterworks system and for the consumption of water supplied by the waterworks system at their regular meeting to be held on Tuesday, December 12, 2017.

NOW THEREFORE the Council of The Corporation of the Town of Tecumseh enacts as follows:

PART 1: SHORT TITLE

1.1 The short title of this by-law is the Water and Waste Water Rates By-law.

PART 2: DEFINITIONS

2.1 In this by-law, the following words or expressions shall have the following meanings:

- a) "Customer" shall include any person, firm or corporation who receives, takes, uses or agrees to receive, take or use water from the Town;
- b) "Owner" shall include any person, firm or corporation who is the registered owner of, or is entitled to any estate or interest in land to which water from the Town is supplied;
- c) "Premises or Facilities" shall include any land, house, tenement, building, lot (or part thereof), or any facility to which water is supplied by the Town; and
- d) "Town" shall mean The Corporation of the Town of Tecumseh.

PART 3: WHEN RATES EFFECTIVE

3.1 The rates and charges imposed by this by-law shall be in effect and be imposed as of January 1, 2018, and thereafter until this by-law is replaced by a successor water rates by-law or amendment hereto.

PART 4: WATER RATES AND CHARGES

- 4.1 Before the initial supply of water to or the additional or subsequent connection for water to any Premises or Facility within the Town, the Owner shall make application therefore, and the Owner shall pay the water connection charges prescribed by Part I to the schedule to this by-law.
- 4.2 A Customer shall pay the fixed charges for the provision and supply of water, and for maintenance of the water supply and the waterworks system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 4.3 In addition to the said fixed charges, a Customer shall pay the water consumption charges for metered Premises or Facilities, the water consumption charges, based on volume of water consumption, as are prescribed by Part III to the schedule to this by-law.
- 4.4 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate water consumption charges prescribed by Part IV to the schedule to this by-law.
- 4.5 A user of a fire hydrant shall pay the hydrant rental charge prescribed by Part V to the schedule to this by-law.

PART 5: WASTE WATER COLLECTION AND TREATMENT RATES AND CHARGES

- 5.1 A Customer shall pay the fixed charges for the collection and treatment of waste water, and for maintenance of the waste water system, based on water meter size, as are prescribed by Part II to the schedule to this by-law.
- 5.2 In addition to the said fixed charges, a Customer shall pay the waste water collection and treatment charges with respect to metered Premises or Facilities, the waste water collection and treatment charges, based on volume of water consumption, as are prescribed by Part VI to the schedule to this by-law.
- 5.3 A Customer shall pay, with respect to unmetered Premises or Facilities, the flat rate waste water collection and treatment charges prescribed by Part VII to the schedule to this by-law.

PART 6: ENFORCEMENT

- 6.1 Water meters may be read and accounts rendered monthly, bi-monthly or on any other basis that the Town may determine. All accounts shall be deemed to be served upon the Customer or Owner if delivered or sent by ordinary mail to the Premises or Facilities supplied.
- 6.2 All accounts shall be paid by the due date stated thereon. Thereafter, late payment charges shall be added to the account, as prescribed by Part IX to the schedule to this by-law.
- 6.3 In the event a Customer or Owner neglects or refuses to pay any account rendered under authority of this by-law, the Town may in its discretion shut off or reduce the flow of water to the customer or to the Premises or Facility. In such event, the reconnection charges prescribed by Part I to the schedule to this by-law shall be imposed upon the Customer or Owner.

6.4 The Town may, in its discretion, as a pre-condition to the supply of water to a Premise or Facility, require a Customer or Owner to make a deposit of such sum of money as it may consider advisable. The deposit shall be held as security for payment of charges imposed in pursuance of this by-law. Such deposit may be applied by the Town in satisfaction of unpaid accounts.

PART 7: REPEAL

7.1 In the event of a conflict between the provisions of this by-law and the provisions of any other by-law of the Town, the provisions of this by-law shall prevail and govern and be paramount.

PART 8: EFFECTIVE DATE

8.1 This by-law comes into force on January 1, 2018.

READ a first and second time this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

READ a third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

SCHEDULE TO WATER RATES BY-LAW
NO. 2017-82

PART I: CONNECTION CHARGES FOR WATER SUPPLY

| | |
|-----------------------|--------------------|
| CONNECTION CHARGE - | \$520.00 per meter |
| RECONNECTION CHARGE - | \$ 87.00 per meter |

PART II: FIXED CHARGES FOR WATER AND WASTE WATER SERVICE

| METER SIZE | FIXED CHARGE PER MONTH | |
|-------------|------------------------|-------------|
| | WATER | WASTE WATER |
| 5/8" & 3/4" | \$14.19 | \$14.19 |
| 1" | \$24.61 | \$24.61 |
| 1 ½" | \$48.31 | \$48.31 |
| 2" | \$71.97 | \$71.97 |
| 3" | \$120.84 | \$120.84 |
| 4" | \$195.05 | \$195.05 |
| 6" | \$346.86 | \$346.86 |

PART III: METERED WATER CONSUMPTION CHARGES
usage under 10,200 cubic meters per month

| |
|---|
| \$5.2494 per 1000 imperial gallons or \$1.1547 per cubic meter |
|---|

METERED WATER CONSUMPTION CHARGES
usage over 10,200 cubic meters per month

| |
|---|
| \$3.7946 per 1000 imperial gallons or \$0.8347 per cubic meter |
|---|

PART IV: FLAT RATE WATER UN-METERED CONSUMPTION CHARGES

| |
|-------------------|
| \$45.94 per month |
|-------------------|

PART V: HYDRANT RENTAL CHARGES

| |
|-----------------|
| \$87.00 per day |
|-----------------|

PART VI: WASTE WATER COLLECTION AND TREATMENT CHARGES

| |
|--|
| <div>\$5.4985 per 1000 imperial gallon of water consumed or \$1.2095 per cubic meter</div> |
| <div>Bonduelle North America \$3.6655 per 1000 imperial gallon of water consumed or \$0.8063 per cubic meter</div> |

PART VII: FLAT RATE UN-METERED WASTE WATER COLLECTION AND TREATMENT CHARGE

| |
|------------------------------|
| <div>\$47.45 per month</div> |
|------------------------------|

PART VIII: OASIS WATER FILLING STATION

| |
|-----------------------------------|
| <div>\$2.05 per cubic meter</div> |
|-----------------------------------|

PART IX: MISCELLANEOUS CHARGES

| | |
|----------------------------------|---|
| <div>LATE PAYMENT CHARGES:</div> | <div>1.5% per month charged to overdue accounts</div> |
| <div>NSF CHEQUES:</div> | <div>\$15.00 plus bank charges</div> |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-83

Being a By-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the Year 2018.

WHEREAS Section 290 of *The Municipal Act*, S.O. 2001 Chapter 25, as amended, provides that a municipality shall, in the year or the immediately preceding year, prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS the Council of the Town of Tecumseh adopted By-law 2003-06, in accordance with Section 251 of *The Municipal Act*, S.O. 2001 Chapter 25, establishing procedures for the giving of notices under the said Act;

AND WHEREAS in accordance with By-law No. 2003-06, notice of Council’s intention to adopt a budget for the year 2018, was given at the November 14, 2017 regular meeting and November 21, 2017 special meeting of Tecumseh Town Council, as well as on the Town’s web site, Facebook page, Twitter, the Town’s App and published in the Shoreline Week and in the Essex Free Press.

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

- 1. **THAT** the estimates (budget) for all sums required during the 2018 year for the purposes of the municipality as per Schedules “A” and “B” attached hereto, are hereby adopted.
- 2. **THAT** this by-law shall come into force and take effect upon the date of the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

Schedule "A"
BY-LAW 2017-83
The Corporation of the Town of Tecumseh
2018 Budget Summary

| | 2018 | 2017 | Change |
|--|-------------------|-------------------|--------------------|
| Revenues | | | |
| <u>Taxation:</u> | | | |
| General Levy | 22,556,128 | 21,744,212 | 811,916 |
| Local Improvements | 1,019 | 7,011 | (5,992) |
| Rights of Way | 15,000 | 15,000 | - |
| Payment In Lieu of Taxes | 70,000 | 70,000 | - |
| | 22,642,147 | 21,836,223 | 805,924 |
| <u>Operating:</u> | | | |
| Ontario Specific Grants | 382,419 | 431,097 | (48,678) |
| Fees, Services Charges and Donations | 11,291,785 | 11,006,695 | 285,090 |
| Licences, Permits and Fines | 738,500 | 674,200 | 64,300 |
| Penalties and interest | 395,000 | 395,000 | - |
| Investment income | 990,000 | 842,975 | 147,025 |
| Other Revenues | 703,965 | 571,120 | 132,845 |
| Transfer from reserves and reserve funds | 459,979 | 371,546 | 88,433 |
| | 14,961,648 | 14,292,633 | 669,015 |
| <u>Capital/Lifecycle</u> | | | |
| Ontario Grants | 3,191,000 | 2,150,000 | 1,041,000 |
| Share of Gas Tax Revenues | 1,148,500 | 1,093,800 | 54,700 |
| Other Municipalities | - | - | - |
| Capital contributions from Landowners | 598,365 | 1,428,000 | (829,635) |
| Contributed Assets | - | - | - |
| Proceeds from long term debt issued | - | 2,167,000 | (2,167,000) |
| Transfer from reserve and reserve funds | 12,815,925 | 15,135,750 | (2,319,825) |
| | 17,753,790 | 21,974,550 | (4,220,760) |
| Total Revenues | 55,357,585 | 58,103,406 | (2,745,821) |
| Expenditures | | | |
| <u>Operating</u> | | | |
| General Government: | | | |
| Council | 403,159 | 404,242 | (1,083) |
| Administration | 3,986,666 | 3,553,165 | 433,501 |
| | 4,389,825 | 3,957,407 | 432,418 |
| Protection To Persons & Property: | | | |
| Fire | 1,264,594 | 1,220,069 | 44,525 |
| Police | 3,440,649 | 3,404,034 | 36,615 |
| Crossing Guards | 82,681 | 69,535 | 13,146 |
| Building Department | 514,235 | 486,858 | 27,377 |
| Animal Control | 45,280 | 35,180 | 10,100 |
| Conservation Authority | 263,920 | 255,920 | 8,000 |
| Emergency Measures | 28,750 | 28,050 | 700 |
| | 5,640,109 | 5,499,646 | 140,463 |
| Transportation Services: | | | |
| Roadways (Public Works) | 1,487,023 | 1,432,021 | 55,002 |
| Winter Control | 334,015 | 322,049 | 11,966 |
| Transit | 284,127 | 277,862 | 6,265 |
| Street Lighting | 234,000 | 329,000 | (95,000) |
| | 2,339,165 | 2,360,932 | (21,767) |

Schedule "A"
BY-LAW 2017-83
The Corporation of the Town of Tecumseh
2018 Budget Summary

| | 2018 | 2017 | Change |
|---|-------------------|-------------------|--------------------|
| Environmental Services: | | | |
| Sanitary Sewer | 2,707,794 | 2,564,012 | 143,782 |
| Storm Sewers | 383,293 | 356,725 | 26,568 |
| Waterworks System | 3,211,405 | 3,188,065 | 23,340 |
| Garbage Collection | 605,200 | 498,200 | 107,000 |
| Garbage Disposal | 839,000 | 826,000 | 13,000 |
| | 7,746,692 | 7,433,002 | 313,690 |
| Social and Family Services: | | | |
| Assistance to aged | 37,200 | 37,200 | - |
| | 37,200 | 37,200 | - |
| Recreation Services: | | | |
| Parks | 1,382,450 | 1,277,366 | 105,084 |
| Arena | 1,601,989 | 1,498,299 | 103,690 |
| Pool | 244,185 | 246,231 | (2,046) |
| Other | 47,000 | 73,000 | (26,000) |
| | 3,275,624 | 3,094,896 | 180,728 |
| Cultural Services: | | | |
| Libraries | 7,600 | 7,700 | (100) |
| Corn Festival | 122,211 | 142,625 | (20,414) |
| Special Events | 16,584 | 14,100 | 2,484 |
| | 146,395 | 164,425 | (18,030) |
| Planning and Development: | | | |
| Planning and Zoning | 554,505 | 492,067 | 62,438 |
| Committee of Adjustment | 106,438 | 103,911 | 2,527 |
| Agricultural and Reforestation | 200,622 | 120,376 | 80,246 |
| Tile Drainage/Shoreline Assistance | 1,019 | 7,011 | (5,992) |
| | 862,584 | 723,365 | 139,219 |
| Transfer to reserve and reserve funds | 349,325 | 429,300 | (79,975) |
| Total Operating Expenditures | 24,786,919 | 23,700,173 | 1,086,746 |
| <u>Capital/Lifecycle</u> | | | |
| General Government | 406,700 | 460,000 | (53,300) |
| Protection To Persons and Property | 947,200 | 671,000 | 276,200 |
| Transportation Services | 5,482,590 | 7,827,750 | (2,345,160) |
| Environmental Services | 7,934,000 | 9,942,300 | (2,008,300) |
| Recreation Services | 2,619,800 | 3,147,500 | (527,700) |
| Planning and Development | 499,000 | 540,000 | (41,000) |
| Transfer to reserve and reserve funds | 13,009,376 | 11,866,683 | 1,142,693 |
| Opening Unfinanced Capital | 1,073,668 | 1,019,400 | 54,268 |
| Closing Unfinanced Capital | (1,401,668) | (1,071,400) | (330,268) |
| Total Capital Expenditures | 30,570,666 | 34,403,233 | (3,832,567) |
| Total Expenditures | 55,357,585 | 58,103,406 | (2,745,821) |
| Net Surplus(Deficit) End of Year | - | - | - |

Schedule "B"
BY-LAW 2017-83
The Corporation of the Town of Tecumseh
2018 Budget Summary

| RESERVES | Est. Balance @ Dec 31/17 | Transfer (To) From Other Reserve | From Current Operations | From Capital Operations | From Developers | Interest Earned | 2018 Revenues | To Current | To Capital Projects | 2018 Expenditures | Balance @ Dec 31/18 |
|----------|--------------------------------|--|-------------------------------|-------------------------------|--------------------|--------------------|------------------|---------------|------------------------|----------------------|---------------------------|
|----------|--------------------------------|--|-------------------------------|-------------------------------|--------------------|--------------------|------------------|---------------|------------------------|----------------------|---------------------------|

General Reserves

| | | | | | | | | | | | |
|------------------------------|------------------|---------------|----------------|------------------|----------|----------|------------------|----------------|----------------|------------------|------------------|
| Sick Pay | 652,000 | | | | | | | | | | 652,000 |
| Working Fund | 218,000 | | | | | | | | | | 218,000 |
| Tax Rate Stabilization | 3,326,000 | | 277,825 | | | | 277,825 | 184,884 | | 184,884 | 3,418,941 |
| Health ASO | 265,000 | | | | | | | 25,000 | | 25,000 | 240,000 |
| Meeting Investigator | 20,000 | | | | | | | | | | 20,000 |
| Fire Education and Awareness | 9,000 | | | | | | | | | | 9,000 |
| Insurance | 211,000 | | | | | | | | | | 211,000 |
| Infrastructure (NIL) | 3,032,000 | 76,000 | 23,500 | 1,200,000 | | | 1,223,500 | 59,500 | 863,600 | 923,100 | 3,408,400 |
| Community Improvement Plan | 302,000 | | | | | | | | | | 302,000 |
| Cada Complex Art Work | 17,000 | | | | | | | 2,000 | | 2,000 | 15,000 |
| West St. Louis Pump | 284,000 | | | | | | | | | | 284,000 |
| General Reserves | 8,336,000 | 76,000 | 301,325 | 1,200,000 | 0 | 0 | 1,501,325 | 271,384 | 863,600 | 1,134,984 | 8,778,341 |

Schedule "B"
BY-LAW 2017-83
The Corporation of the Town of Tecumseh
2018 Budget Summary

| RESERVES | Est. Balance @ Dec 31/17 | Transfer (To) From Other Reserve | From Current Operations | From Capital Operations | From Developers | Interest Earned | 2018 Revenues | To Current | To Capital Projects | 2018 Expenditures | Balance @ Dec 31/18 |
|----------------------------------|--------------------------------|--|-------------------------------|-------------------------------|--------------------|--------------------|------------------|----------------|------------------------|----------------------|---------------------------|
| <i>Lifecycle Reserves</i> | | | | | | | | | | | |
| Arenas | 885,000 | | 38,000 | 140,000 | | | 178,000 | | 241,800 | 241,800 | 821,200 |
| Bridges and culverts | 504,000 | | | 390,000 | | | 390,000 | | 223,000 | 223,000 | 671,000 |
| Buildings | 567,000 | | | 185,000 | | | 185,000 | | 88,000 | 88,000 | 664,000 |
| Community trails | 145,000 | | | 50,000 | | | 50,000 | | | | 195,000 |
| Drains | 5,000 | | | 100,000 | | | 100,000 | | 10,000 | 10,000 | 95,000 |
| Election | 26,000 | | | 16,000 | | | 16,000 | 26,400 | | 26,400 | 15,600 |
| Fire Apparatus | 1,311,000 | | | 174,000 | | | 174,000 | | 692,000 | 692,000 | 793,000 |
| Fire Equipment | 301,000 | | | 45,000 | | | 45,000 | | 95,200 | 95,200 | 250,800 |
| Fleet | 912,000 | | | 525,000 | | | 525,000 | | 660,600 | 660,600 | 776,400 |
| Information Technology | 457,000 | | | 128,000 | | | 128,000 | | 256,700 | 256,700 | 328,300 |
| New lifecycle issues | 557,000 | | | 100,000 | | | 100,000 | | | | 657,000 |
| Outdoor Pool | 221,000 | | | 55,000 | | | 55,000 | | 31,500 | 31,500 | 244,500 |
| Park development | 1,332,000 | 42,100 | | 350,000 | | | 350,000 | | 456,000 | 456,000 | 1,268,100 |
| Reforestation | 141,000 | | | 30,000 | | | 30,000 | | 40,000 | 40,000 | 131,000 |
| Roads | 7,334,000 | | | 4,160,000 | | | 4,160,000 | 26,260 | 4,116,090 | 4,142,350 | 7,351,650 |
| Sidewalks | 206,000 | | | 74,000 | | | 74,000 | | 69,000 | 69,000 | 211,000 |
| Storm sewers | (184,000) | | 10,000 | 864,700 | | | 874,700 | | 872,660 | 872,660 | (181,960) |
| One Time Strategic Issues | 118,000 | | | 50,000 | | | 50,000 | | | | 168,000 |
| Transit | 231,000 | | | 100,000 | | | 100,000 | 83,415 | | 83,415 | 247,585 |
| Lifecycle Reserves | 15,069,000 | 42,100 | 48,000 | 7,536,700 | 0 | 0 | 7,584,700 | 136,075 | 7,852,550 | 7,988,625 | 14,707,175 |
| | | | | | | | | | | | |
| Grand Total Reserves | 23,405,000 | 118,100 | 349,325 | 8,736,700 | 0 | 0 | 9,086,025 | 407,459 | 8,716,150 | 9,123,609 | 23,485,516 |

Schedule "B"
BY-LAW 2017-83
The Corporation of the Town of Tecumseh
2018 Budget Summary

| RESERVE FUNDS | Est. Balance @ Dec 31/17 | Transfer (To) From Other Reserve | From Current Operations | From Capital Operations | From Developers | Interest Earned | 2018 Revenues | To Current | To Capital Projects | 2018 Expenditures | Balance @ Dec 31/18 |
|---------------|--------------------------------|--|-------------------------------|-------------------------------|--------------------|--------------------|------------------|---------------|------------------------|----------------------|---------------------------|
|---------------|--------------------------------|--|-------------------------------|-------------------------------|--------------------|--------------------|------------------|---------------|------------------------|----------------------|---------------------------|

Discretionary Reserve Funds

| | | | | | | | | | | | |
|-------------------------------------|-------------------|----------------|----------|------------------|----------|----------------|------------------|---------------|------------------|------------------|--------------------|
| Water | 2,695,000 | 48,600 | | 1,634,470 | | 66,000 | 1,700,470 | 26,260 | 1,885,490 | 1,911,750 | 2,532,320 |
| Water - Facilities | 7,031,000 | | | 107,000 | | 172,300 | 279,300 | | 95,000 | 95,000 | 7,215,300 |
| Water rate stabilization | 494,000 | | | 30,000 | | 12,100 | 42,100 | | | | 536,100 |
| Sanitary Sewer | (3,073,000) | 137,500 | | 1,426,206 | | (75,300) | 1,350,906 | 26,260 | 2,066,285 | 2,092,545 | (3,677,139) |
| Sanitary Sewer - Facilities | 1,054,000 | | | 350,000 | | 25,800 | 375,800 | | 53,000 | 53,000 | 1,376,800 |
| Sanitary Sewer - Rate stabilization | 127,000 | | | 25,000 | | 3,100 | 28,100 | | | | 155,100 |
| Storm Sewer (OCIF) | 0 | | | 700,000 | | 0 | 700,000 | | | | 700,000 |
| Post retirement benefits | 1,709,000 | | | | | 41,900 | 41,900 | | | | 1,750,900 |
| Discretionary Reserve Funds | 10,037,000 | 186,100 | 0 | 4,272,676 | 0 | 245,900 | 4,518,576 | 52,520 | 4,099,775 | 4,152,295 | 10,589,381 |

Obligatory Reserve Funds

| | | | | | | | | | | | |
|---------------------------------------|------------------|------------------|----------|----------|----------------|---------------|----------------|----------|----------|----------|------------------|
| Studies | (73,000) | | | | 22,400 | (1,800) | 20,600 | | | | (52,400) |
| Fire | 240,000 | | | | 11,300 | 5,900 | 17,200 | | | | 257,200 |
| Police | 35,000 | | | | 4,700 | 900 | 5,600 | | | | 40,600 |
| Roads | 0 | (76,000) | | | 76,000 | 0 | 76,000 | | | | 0 |
| Wastewater | 0 | (137,500) | | | 137,500 | 0 | 137,500 | | | | 0 |
| Water | 0 | (48,600) | | | 48,600 | 0 | 48,600 | | | | 0 |
| Library | 68,000 | | | | 4,200 | 1,700 | 5,900 | | | | 73,900 |
| Outdoor Recreation | 0 | (42,100) | | | 42,100 | 0 | 42,100 | | | | 0 |
| Indoor Recreation | 392,000 | | | | 44,300 | 9,600 | 53,900 | | | | 445,900 |
| Development Charges | 662,000 | (304,200) | 0 | 0 | 391,100 | 16,300 | 407,400 | 0 | 0 | 0 | 765,200 |
| Gas Tax | 0 | | | | | 0 | 0 | | | | 0 |
| Parkland | 438,000 | | | | 8,000 | 10,700 | 18,700 | | | | 456,700 |
| Total Obligatory Reserve Funds | 1,100,000 | (304,200) | 0 | 0 | 399,100 | 27,000 | 426,100 | 0 | 0 | 0 | 1,221,900 |

| | | | | | | | | | | | |
|----------------------------------|-------------------|------------------|----------|------------------|----------------|----------------|------------------|---------------|------------------|------------------|-------------------|
| Grand Total Reserve Funds | 11,137,000 | (118,100) | 0 | 4,272,676 | 399,100 | 272,900 | 4,944,676 | 52,520 | 4,099,775 | 4,152,295 | 11,811,281 |
|----------------------------------|-------------------|------------------|----------|------------------|----------------|----------------|------------------|---------------|------------------|------------------|-------------------|

| | | | | | | | | | | | |
|--|-------------------|----------|----------------|-------------------|----------------|----------------|--------------|----------------|-------------------|-------------------|-------------------|
| Grand Total Reserve & Reserve Funds | 34,542,000 | 0 | 349,325 | 13,009,376 | 399,100 | 272,900 | ##### | 459,979 | 12,815,925 | 13,275,904 | 35,296,797 |
|--|-------------------|----------|----------------|-------------------|----------------|----------------|--------------|----------------|-------------------|-------------------|-------------------|

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-84

Being a by-law to impose late payment charges for non-payment of taxes or any installment of taxes by due date.

WHEREAS under the provision of *The Municipal Act 2001, S.O. 2001, c.25*, Section 345 (1), a municipality may impose late payment charges for the non-payment of taxes or any installment by the due date;

AND WHEREAS under the provision of *The Municipal Act 2001, S.O. 2001, c.25*, Section 345 (2), a percentage charge, not to exceed 1-1/4% of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default or such later date as may be prescribed;

AND WHEREAS under the provision of *The Municipal Act 2001, S.O. 2001, c.25*, Section 345 (3) interest charges, not to exceed 1-1/4% each month of the amount of taxes due and unpaid, may be imposed for the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default;

AND WHEREAS the Council of the Corporation of the Town of Tecumseh deems it expedient to impose such a penalty charge on overdue taxes and interest charge on tax arrears;

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

1. **That** overdue taxes are those taxes that have been levied in 2018 and have not been paid on or before the last day of the month payment is due.
2. **That** tax arrears are taxes that are due and unpaid after December 31st of the year in which they are levied.
3. **That** the penalty charge to be imposed on overdue taxes and the interest charge to be added to tax arrears shall be 1-1/4% per month, being 15% per annum.
4. **That** the penalty charge for overdue taxes shall be imposed on the first day of each calendar month following default, but not after December 31, 2018.
5. **That** the Treasurer shall give notice of this by-law in accordance with Section 348(2) of *The Municipal Act 2001*.
6. **That** the Treasurer shall add to the amount of all tax arrears due and unpaid, interest at the rate specified in paragraph 3 of this by-law effective January 1, 2018, and thereafter on the first day of each calendar month.
7. **That** no interest or penalty added to taxes shall be compounded.
8. **That** all by-laws or sections of by-laws inconsistent with this by-law be and are hereby repealed.
9. **That** this by-law shall come into force and take effect on January 1, 2018.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-85

Being a by-law to provide for an
Interim Tax Rate for the Year 2018.

WHEREAS Section 342(1)(a) of *The Municipal Act 2001, S.O. 2001 c.25* provides that a local municipality may pass a by-law providing for the payment of taxes in one amount or by installments and the date or dates in the year for which taxes are imposed on which the taxes or installments are due;

AND WHEREAS Section 342(1)(b) of *The Municipal Act 2001, S.O. 2001 c.25* provides that a local municipality may pass a by-law providing for alternative installments and due dates in the year for which the taxes are imposed other than those established under Section 342(1)(a) to allow taxpayers to spread the payment of taxes more evenly over the year;

AND WHEREAS Section 342(3) of *The Municipal Act 2001, S.O. 2001 c.25* provides that a taxpayer shall pay taxes in accordance with the installments and due dates established, unless the municipality has established alternative installments and due dates, and the Treasurer receives and approves the taxpayer's request to use the alternative installments and due dates;

AND WHEREAS Section 342(4) of *The Municipal Act 2001, S.O. 2001 c.25* provides that where the Treasurer has approved a request for payment of taxes in alternative installments established by a municipality, the taxes of the taxpayer are payable in accordance with the alternative installments and due dates;

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

1. **That** an interim tax rate will be made for the Year 2018.
2. **That** an interim rate of 50% of the previous year's billed amount is hereby imposed and levied on all classes, less write-offs and supplementary adjustments.
3. **That** the interim tax rate on real property assessments will be due in two (2) installments; the first installment due February 26, 2018, and the second installment due April 26, 2018.
4. **That** taxpayers may apply to the Treasurer for payment of taxes in 10 equal installments on the 15th day in each of the months of February through to and including November, and that each of the said installments to be withdrawn directly from the ratepayers bank account and deposited directly into the Town's bank account.
5. **That** this by-law shall come into force and take effect upon and after the final reading thereof.
6. **That** all by-laws not consistent with this by-law be and are hereby repealed.
7. **That** the Treasurer shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which taxes are payable [Section 343 (6)].
8. **That** this by-law shall come into force and take effect upon the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW 2017-86

Being a by-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh

WHEREAS Section 391 of *The Municipal Act, 2001 S.O. 2001, c. M.25* authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

AND WHEREAS *The Municipal Act, 2001 S.O. 2001, c. M.25* grants a municipality the power to pass by-laws that impose specific fees for licensing, services, permits and other reasons;

AND WHEREAS Section 69 of *The Planning Act, R.S.O. 1990, c.P.13* grants a Council of a municipality, by by-law, and a planning board, by resolution, authority to establish a tariff of fees for the processing of applications made in respect of planning matters;

AND WHEREAS Section 446(1) of *The Municipal Act 2001 S.O. 2001, c. M.25* authorizes a municipality under this or any other Act or under a bylaw under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh deems it desirous to prescribe administrative fees and charges for The Corporation of the Town of Tecumseh, not otherwise prescribed by by-law;

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

1. In this By-law:
 - (a) "Council" means the municipal Council of The Corporation of the Town of Tecumseh;
 - (b) "Month" means any consecutive thirty day time period;
 - (c) "Town" means The Corporation of the Town of Tecumseh;
 - (d) "Treasurer" means the Treasurer of The Corporation of the Town of Tecumseh.
2. Schedules "A" to "H" attached hereto and forming part of this By-law shall be adopted and prescribed as the administrative fees or charges for the Town.
3. Any person who makes an application to, or a request for services of, or enters into an agreement with, or obtains an approval from, the Town, in respect of the things or matters set out in this By-law, shall pay to the Treasurer the applicable administrative fees or charges set out in the Schedules "A" to "H" of this By-law unless otherwise provided for in this By-law, and such administrative fees and charges are not refundable and are payable upon the person making such application or request for services or entering into such agreement or obtaining such approval.

- 4. The administrative fees and charges listed in Schedules “A” to “H” attached to this By-law will be subject to applicable taxes including but not limited to Harmonized Sales Tax (HST).
- 5. Interest on all amounts due and unpaid shall be charged at the rate of 2.0 percent per Month.
- 6. Any administrative fees or charges imposed under this By-law constitute a debt of the person to the Town and may be added by the Treasurer, together with interest, to the tax roll for any real property in the municipality all of the owners of which are responsible for paying such administrative fees and charges to be collected in like manner as municipal taxes.
- 7. Nothing in this By-law shall be so construed as to prevent the Council from reducing or waiving any administrative fee or charge set under this By-law.
- 8. Should any section, subsection, clause or provision of this By-law or its Schedules “A” to “H” be declared by a court of competent jurisdiction to be invalid, the said section, subsection, clause or provision shall not affect the validity of this By-law or its Schedules “A” to “H” as a whole or any part thereof, other than the part so declared to be invalid.
- 9. That any by-law(s) inconsistent with this by-law are hereby repealed.
- 10. This by-law may be cited as the “Administrative Fees and Charges By-law”.
- 11. This By-law shall come into force and take effect on January 1, 2018.

READ a first, second and third time and finally passed this 12th day of December 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE A
By-Law No. 2017-86

| General Administration | | | |
|---|------------------|------------------|-----|
| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
| Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting | \$ 150.12 | \$ 147.61 | Y |
| Photocopies (per page) | | | |
| a) 11inch X 17 inch | \$ 0.63 | \$ 0.62 | Y |
| b) 8-1/2 inch x 11 inch | \$ 0.32 | \$ 0.31 | Y |
| c) 8-1/2 inch x 14 inch | \$ 0.57 | \$ 0.56 | Y |
| d) Bound publications | \$ 5.87 | \$ 5.77 | Y |
| Maps, plans on plotter - per square foot | \$ 3.26 | \$ 3.21 | Y |
| Large Format Scanning - per square foot | \$ 2.29 | \$ 2.25 | Y |
| Geo-referenced data (reference Policy #43) | | | |
| a) Each Segment (layer) | 20% of Cost | 20% of Cost | Y |
| b) Per parcel/entity | \$ 0.20 | \$ 0.20 | Y |
| c) Data production service fee | \$ 52.23 | \$ 51.36 | Y |
| Digital data on CD/DVD | \$ 52.23 | \$ 51.36 | Y |
| Compliance Reports | | | |
| a) Building | \$ 74.00 | \$ 73.00 | N |
| b) Fire | \$ 64.00 | \$ 63.00 | N |
| c) Public Works | \$ 64.00 | \$ 63.00 | N |
| d) Tax Certificates | \$ 64.00 | \$ 63.00 | N |
| Municipal Paraphernalia | | | |
| a) Town pins - each | \$ 0.44 | \$ 0.44 | Y |
| b) Town golf shirts - each | \$ 22.79 | \$ 22.79 | Y |
| c) Fleece Blanket | \$ 18.36 | \$ 18.36 | Y |
| d) Baseball Caps | \$ 9.29 | \$ 9.29 | Y |
| e) Coffee mugs | \$ 4.69 | \$ 4.69 | Y |
| f) Town of Tecumseh flags | \$ 128.32 | \$ 126.77 | Y |
| g) Canadian flags | \$ 47.79 | \$ 47.57 | Y |
| h) Ontario flags | \$ 47.79 | \$ 47.57 | Y |
| Return Cheque | \$ 27.50 | \$ 27.00 | N |
| Burial permit | \$ 15.00 | \$ 15.00 | N |
| Marriage License | \$ 130.00 | \$ - | N |
| Marriage Solemnization - Weekends & Holidays | \$ 350.00 | | Y |
| Marriage Solemnization - Weekdays | \$ 250.00 | | Y |
| Reprint Tax Bills | \$ 10.00 | \$ 10.00 | N |
| Tax Registration administration fee | \$215 plus costs | \$210 plus costs | N |
| | | | |

SCHEDULE B
By-Law No. 2017-86

Fire Department

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Property Inspection by request; Determination of occupancy; New construction (Ontario Building Code); Licensing (Liquor Licensing Board of Ontario); Change in property use | | | |
| a) Sq. Ft from 0 to 2,500 | \$ 67.27 | \$ 66.15 | Y |
| b) Sq. Ft from 2,501 to 5,000 | \$ 98.32 | \$ 96.68 | Y |
| c) Sq. Ft. from 5,001 to 10,000 | \$ 144.94 | \$ 142.52 | Y |
| d) Sq. Ft. from 10,001 to 20,000 | \$ 258.84 | \$ 254.51 | Y |
| e) Sq. Ft. from 20,001 and over | \$ 388.26 | \$ 381.77 | Y |
| Fire assistance for private standby beyond normal fire protection at Commercial or industrial premises: per hour per manned apparatus | \$ 434.84 | \$ 427.57 | Y |
| Risk & Safety Management Plan Review - Level 1 Propane Facility | \$ 222.57 | \$ 218.85 | Y |
| Risk & Safety Management Plan Review - Level 2 Propane Facility ** Note 1 | \$ 1,697.89 | \$ 1,669.51 | |
| Engineering Peer Review of RSMP Submits | at cost | at cost | |
| Daycare Inspection License approval | \$ 67.27 | \$ 66.15 | Y |
| Daycare Inspection License approval follow-up | \$ 25.87 | \$ 25.44 | Y |
| Fire Inspection of apartments, boarding and lodging houses made under retrofit apartments in single family dwelling | | | |
| a) Owner's Request | \$ 258.84 | \$ 254.51 | Y |
| b) From Complaint | \$ 388.26 | \$ 381.77 | Y |
| c) Orders Issued | \$ 388.26 | \$ 381.77 | Y |
| Fire flow testing private hydrants or request for flow test information | \$ 67.27 | \$ 66.15 | Y |
| Fire Scene photographs on disc | \$ 9.32 | \$ 9.16 | Y |
| Room Rental | \$ 139.77 | \$ 137.43 | Y |
| Training Tower Rental | | | Y |
| a) Building rental | \$ 331.29 | \$ 325.75 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| Smoke House Rental | | | |
| a) Building rental | \$ 434.79 | \$ 427.52 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| c) Materials | \$ 108.68 | \$ 106.86 | Y |
| Confined Space Rental | | | |
| a) Building rental | \$ 440.01 | \$ 432.65 | Y |
| b) Staffing (Other duties rate) | 2 FF | 2 FF | Y |
| Fire Vehicle Standby with 4 Firefighters | \$ 457.65 | \$ 450.00 | Y |
| Use of Firehall for Carwash | \$ 25.43 | \$ 25.00 | Y |
| | | | |
| ** Note 1 - Legal and/or engineering/consulting fees, if required, will be added to the base fee | | | |

SCHEDULE C
By-Law No. 2017-86

Police Services

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Criminal Record, Police Record & Vulnerable Sector Check (Employment) | \$ 25.00 | \$ 25.00 | N |
| Duplicate Copy of Criminal & Police Record Check | \$ 4.43 | \$ 4.43 | Y |
| Criminal Record, Police & VulnerableSector Check (Volunteer) | no charge | no charge | n/a |
| Traffic/Motor Vehicle Collision Report | \$ 37.39 | \$ 37.39 | Y |
| Occurrences Confirmation/Incident Reports | \$ 37.39 | \$ 37.39 | Y |
| Technical Traffic Collision Reports | \$ 500.00 | \$ 500.00 | Y |
| Reconstrucionist Report | \$ 1,000.00 | \$ 1,000.00 | Y |
| Alarm Registration Fee | \$ 20.00 | \$ 20.00 | N |
| | | | |
| * Fee payable to Minister of Finance | | | |

SCHEDULE D
By-Law No. 2017-86

Planning Department

| TYPE OF FEE | | 2018 FEES | 2017 FEES | HST |
|---|---------|-------------|-------------|-----|
| Application for Consent per severed lot See Note 1 | | \$ 575.00 | \$ 550.00 | N |
| Change a Conditional approval | | \$ 150.00 | \$ 150.00 | N |
| Special Meeting Fee | | \$ 575.00 | \$ 550.00 | N |
| Application Fee Minor Variance | | \$ 575.00 | \$ 550.00 | N |
| Application Fee Official Plan Amendment | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Zoning By-law Amendment Regulation | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Zoning By-law Amendment Minor See Note 2 | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 250.00 | \$ 250.00 | |
| | Total | \$ 1,300.00 | \$ 1,250.00 | |
| Application Fee Holding removal By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Temporary Use By-law | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 250.00 | \$ 250.00 | |
| | Total | \$ 1,300.00 | \$ 1,250.00 | |
| Application Fee Renewal Temporary Use By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Plan of Sub-division/Condominium | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Part Lot Control By-law | | \$ 725.00 | \$ 700.00 | N |
| Application Fee Development Control Agreement New | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 3,500.00 | \$ 3,500.00 | |
| | Total | \$ 5,575.00 | \$ 5,500.00 | |
| Application Fee Development Control Agreement Amendment | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,550.00 | \$ 1,500.00 | |
| Application Fee Site Plan Control Agreement new | Fee | \$ 2,075.00 | \$ 2,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 2,575.00 | \$ 2,500.00 | |
| Application Fee Site Plan Control Agreement Major | Fee | \$ 1,050.00 | \$ 1,000.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,550.00 | \$ 1,500.00 | |
| Application Fee Site Plan Control Agreement Minor See Note 3 | Fee | \$ 725.00 | \$ 700.00 | N |
| | Deposit | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 1,225.00 | \$ 1,200.00 | |

Note 1: Where multi-lot development is proceeding by consent, one application and \$575 fee will be required per each new, individual lot proposed to be created.

Note 2: A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

Note 3: Upon the depletion of the \$500 deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of \$500. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant

SCHEDULE E
By-Law No. 2017-86

Public Works

| TYPE OF FEE | | 2018 FEES | 2017 FEES | HST |
|---|-----------|-------------|-------------|-----|
| Sanitary Sewer Inspections | | | | |
| a) within road and 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,134.24 | \$ 1,132.00 | |
| b) beyond 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 1,000.00 | |
| | Total | \$ 634.24 | \$ 1,132.00 | |
| Storm Sewer Inspections | | | | |
| a) within road and 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,134.24 | \$ 1,132.00 | |
| b) beyond 5 ft back of curb | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 1,000.00 | |
| | Total | \$ 634.24 | \$ 1,132.00 | |
| Curb Cuts | Fee | \$ 67.12 | \$ 66.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 567.12 | \$ 566.00 | |
| Road Crossings | Fee | \$ 264.42 | \$ 260.00 | N |
| | Indemnity | \$ 1,000.00 | \$ 1,000.00 | |
| | Total | \$ 1,264.42 | \$ 1,260.00 | |
| Culverts | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Weed cutting | | | | |
| a) minimum charge | | \$ 257.30 | \$ 253.00 | Y |
| b) hourly rate | | \$ 298.33 | \$ 293.24 | Y |
| Construct a paved driveway entrance | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Construct an unpaved driveway entrance | Fee | \$ 134.24 | \$ 132.00 | N |
| | Indemnity | \$ 500.00 | \$ 500.00 | |
| | Total | \$ 634.24 | \$ 632.00 | |
| Signs | | | | |
| a) Handicap, Fire Route & No Parking | | \$ 57.00 | \$ 56.00 | N |
| b) Sign Posts | | \$ 57.00 | \$ 56.00 | N |
| General labour charges per hour | | \$ 64.33 | \$ 63.25 | Y |
| Drainage Tiles Inspection | | \$ 62.00 | \$ 61.00 | N |
| Municipal Drain Apportionment Agreement | | \$ 178.00 | \$ 175.00 | N |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-------------|-------------|-----|
| Pavilion Rental | | | |
| a) Private Use | \$ 117.00 | \$ 115.00 | Y |
| b) Commercial Corporations | \$ 200.00 | \$ 198.50 | Y |
| c) School Use | \$ 59.00 | \$ 58.00 | Y |
| d) Lacasse Pavillion/Leisure Pool Rental Combo | \$ 59.00 | \$ 58.00 | Y |
| Room Rentals - Arena | | | |
| a) Affiliated Comm. Organizations (Local Non-profit) (Flat) | \$ 40.00 | \$ 40.00 | Y |
| b) Private use - Horwood Room (Flat) | \$ 135.00 | \$ 135.00 | Y |
| c) Private use - Horwood Room (Hourly) | \$ 28.00 | \$ 28.00 | Y |
| d) Private use - Centre Ice Room (Flat) | \$ 155.00 | \$ 155.00 | Y |
| e) Private use - Centre Ice Room (Hourly) | \$ 33.00 | \$ 33.00 | Y |
| f) Private use - Centre Ice Room Seasonal Contract (Hourly) | \$ 30.50 | \$ 30.50 | Y |
| g) Kitchen | \$ 25.00 | \$ - | Y |
| h) Security Deposit for Alcohol Rentals | \$ 100.00 | | |
| i) Lobby | \$ 25.00 | | Y |
| j) Facility Staff Set-Up & Clean-Up | \$ 25.00 | | Y |
| Audio Visual Equipment | | | |
| a) Projector & Screen | \$ 23.00 | \$ 23.00 | Y |
| b) DVD Player | \$ 23.00 | \$ 23.00 | Y |
| c) Podium/Sound System | \$ 23.00 | \$ 23.00 | Y |
| d) Movie Screen System (4-hours) | \$ 250.00 | \$ - | |
| Room Rentals - Optimist Club | | | |
| a) Affiliated Comm. Organizations (Local Non-profit) (Flat) | \$ 40.00 | \$ 38.00 | Y |
| b) Private use (Flat) | \$ 142.50 | \$ 142.50 | Y |
| c) Kitchen | \$ 25.00 | \$ 168.00 | Y |
| d) Hourly Rate | \$ 31.00 | \$ 30.50 | Y |
| e) Entire Building - All Day Use | \$ 260.00 | \$ 259.00 | Y |
| f) Security Deposit for Alcohol Rentals | \$ 100.00 | | |
| Parks Commemorative Program | | | |
| a) Park Bench with concrete pad | \$ 1,600.00 | \$ 1,600.00 | N |
| b) Tree Planting donation | \$ 500.00 | \$ 500.00 | N |
| Court Keys | | | |
| a) Tennis Court | \$ 25.50 | \$ 25.00 | Y |
| b) Tennis Court (1/2 season starting Sept. 1st) | \$ 12.75 | \$ 12.50 | Y |
| c) Pickleball/per person | \$ 25.50 | \$ 25.00 | Y |
| d) Pickleball/per person (1/2 season starting Sept. 1st) | \$ 12.75 | \$ 12.50 | Y |
| e) Tennis/Pickleball Combo Key/per person | \$ 40.00 | | |
| f) Tennis/Pickleball Combo Key/per person (1/2 season) | \$ 20.00 | | |
| Special Event - Lakewood Park | | | |
| Special Event 1 day (Non-Paid Admission Events)* | \$ 500.00 | \$ 500.00 | Y |
| Special Event 1 day | \$ 1,000.00 | \$ 1,000.00 | Y |
| Special Event 2 day | \$ 1,750.00 | \$ 1,750.00 | Y |
| Special Event 3 day | \$ 2,250.00 | \$ 2,250.00 | Y |
| Special Event 4 day | \$ 2,750.00 | \$ 2,750.00 | Y |
| Wedding Ceremonies (Lakewood South) | \$ 250.00 | \$ 250.00 | Y |
| Wedding Receptions (Lakewood South) | \$ 750.00 | \$ 750.00 | Y |
| Special Event - Lacasse Park/McAuliffe Park | | | |
| Special Event 1 day (Non-Paid Admission Events)* | \$ 500.00 | \$ 500.00 | Y |
| Special Event 1 day | \$ 750.00 | \$ 750.00 | Y |
| Non-profit Triathlon/Cross country/Walkathon Park | | | |
| Rental (per hour - maximum 5 hours) | \$ 85.00 | \$ 84.00 | Y |
| School (per hour - maximum 5 hours) | \$ 50.00 | \$ 50.00 | Y |
| Additional Special Event Charges | | | |
| Special Event - Hosted in Municipal Parking Lot** | \$ 195.00 | \$ 195.00 | Y |
| Building Key Deposit | \$ 200.00 | \$ 200.00 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| | | | |
|---|-------------|-------------|---|
| Security Deposit for Noise Bylaw Exemptions | \$ 500.00 | \$ 500.00 | N |
| Mapping services (IT Department) - 3 hours | \$ 135.00 | \$ 132.00 | Y |
| Food/Beverage Sales | \$ 255.00 | \$ 254.50 | Y |
| Greenspace Parking | \$ 1,000.00 | | Y |
| Greenspace Parking - damage deposit | \$ 500.00 | | N |
| Special Event Hydro (Per day) | \$ 200.00 | | Y |
| Garbage collection Town Staff (per can/per day) | \$ 3.00 | | Y |
| Special Event Set-up & Take down (per day) | \$ 315.00 | | Y |
| Special Event Tent rental (15'x15' - 1 - 3 days) | \$ 225.00 | | Y |
| Security Fencing: 8ft high x 6ft wide Panels 4ft high x 7ft wide Panels | | | |
| a) Per Panel (1 - 5 day event) delivered only | \$ 3.55 | \$ 3.50 | Y |
| b) Per Panel (1 month) delivered only | \$ 6.60 | \$ 6.50 | Y |
| c) Per Panel (1 - 5 day event) installed | \$ 5.60 | \$ 5.50 | Y |
| d) Per Panel (1 month) installed | \$ 8.65 | \$ 8.50 | Y |
| Sports Fields rental (Max 4 hr block) | | | |
| Ball Diamond - Adult | \$ 34.00 | \$ 33.00 | Y |
| Ball Diamond - Youth | \$ 20.00 | \$ 19.00 | Y |
| Ball Diamond with lights - Adult | \$ 54.00 | \$ 53.00 | Y |
| Ball Diamond with lights - Youth | \$ 33.00 | \$ 32.00 | Y |
| Soccer Pitch - Adult | \$ 34.00 | \$ 33.00 | Y |
| Soccer Pitch - Youth | \$ 20.00 | \$ 18.50 | Y |
| User Group: per registrant (Ball/Soccer) | \$ 5.00 | \$ 5.00 | N |
| Ice Rental - hourly | | | |
| Ice Rental - Prime Time (effective April 1) | \$ 170.00 | \$ 167.00 | Y |
| Ice Rental - Non- Prime Time (Starting April 1) | \$ 135.00 | \$ 134.00 | Y |
| 1-8 people: Non-Prime 6am-3pm (Party / small group instruction) | \$ 115.00 | \$ 114.00 | Y |
| Summer Training Ice - June to August/ Saturday & Sunday | | | |
| 1/3 Ice: Ice barriers mandatory (max 5 players excluding coaches) | \$ 61.00 | \$ 60.00 | Y |
| 1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches) | \$ 76.00 | \$ 75.00 | Y |
| Summer Weekend Sat/Sun | \$ 115.00 | \$ 114.00 | Y |
| Tournament/Event booking 35 hrs or more April - Aug | \$ 115.00 | \$ 114.00 | Y |
| Municipal or Municipal partnership program Apr - Aug | \$ 115.00 | \$ 114.00 | Y |
| Lifecycle Hourly Capital Surcharge | \$ 5.00 | \$ 5.00 | Y |
| Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice | \$ 2.50 | \$ 5.00 | Y |
| Public Skating (price increase effective September) | | | |
| Open/Parent & Tot/Seniors | \$ 3.54 | \$ 3.54 | Y |
| Open/Parent & Tot/Seniors Skating Card | \$ 35.40 | \$ 35.40 | Y |
| Family rate (up to 5) | \$ 11.06 | \$ 11.06 | Y |
| Family rate weekday program Card | \$ 55.00 | \$ 55.00 | Y |
| Figure Skating Practice (day use if available) | \$ 6.19 | \$ 6.19 | Y |
| Sponsorship (per hour) | \$ 249.00 | \$ 245.00 | Y |
| Weekend Public Skating - Individual | \$ 4.42 | \$ 4.42 | Y |
| Weekend Public Skating - Family (up to 5 people) | \$ 13.27 | \$ 13.27 | Y |
| Shinny Hockey (per person) | \$ 6.19 | \$ 6.19 | Y |
| Shinny Weekday Card | \$ 61.95 | \$ 61.95 | Y |
| Senior Shinny Hockey | \$ 4.42 | \$ 4.42 | Y |
| Arena Floor (Non ice rentals) | | | |
| a) Special Events (Not for Profit per hour) | \$ 95.00 | \$ 95.00 | Y |
| b) Lacross/ball hockey/inline skating etc (per hour) | \$ 66.00 | \$ 66.00 | Y |
| c) Commercial Rental (per day) | \$ 1,500.00 | \$ 1,500.00 | Y |
| d) Multiple Day Rental (to be negotiated) | Negotiated | Negotiated | Y |
| Program/Rental Administration Fees | | | |
| a) Program Transfer/Withdrawal Fee | \$ 10.18 | \$ 10.18 | Y |
| b) Rental Cancellation Fee | \$ 25.50 | \$ 25.50 | Y |
| c) Re-print Receipts | \$ 6.64 | \$ 6.64 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| | | | |
|--|-------------|-------------|---|
| Marketing and Advertising | | | |
| a) Ice Resurfacers Wrap - 3 year (Fee plus cost of wrap production/installation) | \$ 5,000.00 | \$ 5,800.00 | Y |
| b) In-Ice Advertising | \$ 1,000.00 | \$ 1,000.00 | Y |
| c) Rink Boards | \$ 600.00 | \$ 600.00 | Y |
| d) 2nd Rink Board | \$ 500.00 | \$ 500.00 | Y |
| e) Illuminated Wall Panel 3' X 15' | \$ 1,600.00 | \$ 1,600.00 | Y |
| f) Illuminated Wall Panel 5' x 9' | \$ 1,200.00 | \$ 1,200.00 | Y |
| g) Illuminated Wall Panel 5' x 5' (A-Side) / '4x8' (B-Side) | \$ 1,000.00 | \$ 1,000.00 | Y |
| h) Activity Guide Ad - Full Page Cover | \$ 500.00 | \$ 500.00 | Y |
| i) Activity Guide Ad - Full Page Inside | \$ 300.00 | \$ 300.00 | Y |
| j) Activity Guide Ad - 1/2 page | \$ 200.00 | \$ 200.00 | Y |
| k) Activity Guide Ad - 1/4 page | \$ 100.00 | \$ 100.00 | Y |
| Pool Rentals | | | |
| a) Pool with max 25 persons | \$ 66.00 | \$ 65.00 | Y |
| b) Pool with max 50 persons | \$ 125.00 | \$ 125.00 | Y |
| c) Pool with max 75 persons | \$ 175.00 | \$ 175.00 | Y |
| d) Pool with max 100 persons | \$ 205.00 | \$ 205.00 | Y |
| e) Pool & Slide with max 25 persons | \$ 117.00 | \$ 117.00 | Y |
| f) Pool & Slide with max 50 persons | \$ 171.00 | \$ 171.00 | Y |
| g) Pool & Slide with max 75 persons | \$ 230.00 | \$ 230.00 | Y |
| h) Pool & Slide with max 100 persons | \$ 270.00 | \$ 270.00 | Y |
| i) Pool & Tot Pool with max 25 persons | \$ 92.00 | \$ 92.00 | Y |
| j) Pool & Tot Pool with max 50 persons | \$ 150.00 | \$ 150.00 | Y |
| k) Pool & Tot Pool with max 75 persons | \$ 211.00 | \$ 211.00 | Y |
| l) Pool & Tot Pool with max 100 persons | \$ 238.00 | \$ 238.00 | Y |
| m) Pool, Tot Pool and Slide with max 25 persons | \$ 150.00 | \$ 150.00 | Y |
| n) Pool, Tot Pool & Slide with max 50 persons | \$ 206.00 | \$ 206.00 | Y |
| o) Pool, Tot Pool & Slide with max 75 persons | \$ 261.00 | \$ 261.00 | Y |
| p) Pool, Tot Pool & Slide with max 100 persons | \$ 293.00 | \$ 293.00 | Y |
| q) Pool, Tot Pool & Slide full capacity | \$ 300.00 | | Y |
| Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages) | | | |
| a) One Pool with Party Room & Staff | \$ 115.00 | \$ 114.00 | Y |
| b) One Pool & Slide with party Room & Staff | \$ 168.00 | \$ 166.00 | Y |
| c) Two Pools with Party Room & Staff | \$ 143.00 | \$ 142.00 | Y |
| d) Two Pools & Slide with Party Room & Staff | \$ 200.00 | \$ 199.00 | Y |
| e) Recreation Swim with Party Room & Staff | \$ 100.00 | \$ 99.00 | Y |
| f) Recreation Swim & Slide with Party Room & Staff | \$ 127.00 | \$ 126.00 | Y |
| Public Swim | | | |
| a) Tot Time - Adult and 1 child | \$ 3.98 | \$ 3.98 | Y |
| b) Tot Time - each additional child | \$ 1.77 | \$ 1.77 | Y |
| c) Open Rec Swim - Individual | \$ 3.10 | \$ 3.10 | Y |
| d) Open Rec Swim - Family (max 5) | \$ 9.74 | \$ 9.74 | Y |
| e) Adult Length | \$ 3.98 | \$ 3.98 | Y |
| f) Aquafit | \$ 3.98 | \$ 3.98 | Y |
| g) Waterslide | \$ 1.77 | \$ 1.77 | Y |
| h) Sponsorship (per hour) | \$ 250.00 | \$ 225.00 | Y |

SCHEDULE F
By-Law No. 2017-86

Parks and Recreation

| | | | |
|---|------------|------------|---|
| Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card) | | | |
| Tot Time - Adult and 1 Child | \$ 39.82 | \$ 39.82 | Y |
| Open Rec Swim (Individual) | \$ 30.97 | \$ 30.97 | Y |
| Open Rec Swim (Family) (max 5) | \$ 97.35 | \$ 97.35 | Y |
| Adult Lengths | \$ 39.82 | \$ 39.82 | Y |
| Aquafit | \$ 39.82 | \$ 39.82 | Y |
| Waterslide | \$ 17.70 | \$ 17.70 | Y |
| Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, Aquafit, Open) | | | |
| a) Individual Pass | \$ 60.00 | \$ 58.00 | Y |
| b) Individual Pass (1/2 season starting August 1st) | \$ 30.00 | \$ 29.00 | Y |
| c) Family Pass (max 5) | \$ 135.00 | \$ 133.00 | Y |
| d) Family Pass (max 5) (1/2 season starting August 1st) | \$ 67.50 | \$ 67.00 | Y |
| Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes) | | | |
| a) Parent & Tot | \$ 70.00 | \$ 66.00 | N |
| b) Preschool | \$ 72.00 | \$ 66.00 | N |
| c) Rookie/Ranger/Star | \$ 70.00 | \$ 70.00 | N |
| d) Swimmer (Swimmer 1-2: 30 min. class) | \$ 70.00 | \$ 66.50 | N |
| e) Swimmer (Swimmer 3-6: 45 min. class) | \$ 72.00 | \$ 68.50 | N |
| f) Swimmer H40 ratio 1:4 | \$ 92.00 | \$ 89.00 | N |
| g) Bronze Star | \$ 84.07 | \$ 81.86 | Y |
| h) Bronze Medallion | \$ 181.42 | \$ 176.99 | Y |
| i) Bronze Cross | \$ 110.62 | \$ 107.96 | Y |
| j) Swim Teams | \$ 200.00 | \$ 200.00 | N |
| k) NLS Lifeguard | \$ 265.49 | \$ 265.49 | Y |
| l) Semi-Private Swim Lessons (3 persons, each pay) | \$ 8.85 | \$ 8.85 | Y |
| m)Semi-Private Swim Lessons (2 persons, each pay) | \$ 12.39 | \$ 12.39 | Y |
| n) Private Swim Lessons | \$ 23.89 | \$ 23.89 | Y |
| o) Adult Swim Lessons | \$ 61.95 | \$ 61.06 | Y |
| Day Camp | | | |
| a) Weekly Rate (5 days) | \$ 138.00 | \$ 130.00 | N |
| b) Holiday Week Rate (4 days) | \$ 118.00 | \$ 115.00 | N |
| c) Daily Rate | \$ 35.00 | \$ 35.00 | N |
| d) 1/2 Day Rate | \$ 20.00 | \$ 20.00 | N |
| e) Field Trip | \$ 15.00 | \$ 13.00 | N |
| f) Specialty Camps (negotiated) | Negotiated | Negotiated | N |

SCHEDULE G
By-Law No. 2017-86

Water Department

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|--|------------------|------------------|-----|
| Unauthorized Hydrant Use | \$100 + cost | \$100 + cost | Y |
| Private Hydrant Maintenance | At cost or \$300 | at cost or \$300 | Y |
| Flow Testing Public Hydrants per call - Regular Hours | \$ 65.00 | \$ 65.00 | Y |
| Flow Testing Public Hydrants per call - After Hours | \$ 80.00 | \$ 80.00 | Y |
| Water meter frozen | At cost | At cost | N |
| Turn Water On/Off | At cost | At cost | N |
| After hours callout | At cost | At cost | N |
| Alterations/Repairs of Distribution System for All Customers (examples include watermain lowering/cut in tee/valave/hydrant relocation) | Cost plus burden | Cost plus burden | N |
| Watermain Tap - 25 mm to 50 mm diameter watermain | Cost plus burden | Cost plus burden | N |
| Boil Water Advisory per event | \$ 750.00 | \$ 750.00 | N |
| Subdivision Development Fees | | | |
| a) Subdivision Development | \$ 1,200.00 | \$ 1,200.00 | N |
| b) Service Inspection Fee per water service connection | \$ 50.00 | \$ 50.00 | N |
| Inspection of Private Development - watermain equal to or greater than 100 mm (4") | | | |
| a) Minimum charge | \$ 250.00 | \$ 250.00 | N |
| b) per metre of service pipe installed | \$ 10.00 | \$ 10.00 | N |
| Water Service Charge | At cost | At cost | N |
| Abandonment Deposit in concrete | \$ 5,000.00 | | N |
| Abandonment Deposit in asphalt | \$ 3,000.00 | | N |
| Abandonment Deposit in the boulevard | \$ 1,500.00 | | N |
| Service Call regular hours | \$ 65.00 | | N |
| Service Call after hours | \$ 80.00 | | N |

SCHEDULE H
By-Law No. 2017-86

Tecumseh Transit

| TYPE OF FEE | 2018 FEES | 2017 FEES | HST |
|---|-----------|-----------|-----|
| Adult Transit Fare | \$ 2.00 | \$ 2.00 | N |
| Senior Transit Fare | \$ 1.50 | \$ 1.50 | N |
| Student Transit Fare | \$ 1.00 | \$ 1.00 | N |
| Child Transit Fare (under 5) | \$ - | \$ - | N |
| Veteran Transit Fare | \$ - | \$ - | N |
| Blind Person Transit Fare | \$ - | \$ - | N |
| Person Accompanying Disabled Rider Fare | \$ - | \$ - | N |
| | | | |
| Adult Monthly Bus Pass | \$ 35.00 | \$ 35.00 | N |
| Adult 6 Month Bus Pass | \$ 175.00 | \$ 175.00 | N |
| Adult 12 Month Bus Pass | \$ 350.00 | \$ 350.00 | N |
| | | | |
| Senior Monthly Bus Pass | \$ 30.00 | \$ 30.00 | N |
| Senior 6 Month Bus Pass | \$ 150.00 | \$ 150.00 | N |
| Senior 12 Month Bus Pass | \$ 300.00 | \$ 300.00 | N |
| | | | |
| Student Monthly Bus Pass | \$ 25.00 | \$ 25.00 | N |
| Student 6 Month Bus Pass | \$ 125.00 | \$ 125.00 | N |
| Student 12 Month Bus Pass | \$ 250.00 | \$ 250.00 | N |
| | | | |
| | | | |
| | | | |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-87

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh (Municipality) and Del Duca Industrial Park Ltd. (Owner) and Pangeo Holdings Inc. (Future Owner)

WHEREAS the Owner, owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

AND WHEREAS the Owner applied to the Municipality's Committee of Adjustment (the Committee) for a consent to sever the Lands, which consent (Consent) was granted under decision B-01/17 dated January 24, 2017 (Decision) and which Decision contains certain conditions (Consent Conditions);

AND WHEREAS the Municipality has enacted a by-law designating the Lands as a site plan control area, pursuant to Section 41(2) of *The Planning Act, R.S.O. 1990, c.P.13* and amendments thereto;

AND WHEREAS where site plan control is in effect, Section 41 of *The Planning Act, R.S.O. 1990, c.P.13* and amendments thereto, states that the approval of plans by a Municipal Council is required prior to development of the lands, and that the Municipality may require the Owner to enter into an Agreement with the Municipality respecting certain prescribed matters;

AND WHEREAS as a Consent Condition required that the Owner enter into a Site Plan Control Agreement with the Municipality;

AND WHEREAS the Owner covenants and agrees to develop the Lands in accordance with the Site Plan Control Agreement;

AND WHEREAS the proposed development of the Lands is in accordance with the Official Plan and Zoning By-Law of the Municipality as of this date;

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

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

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Del Duca Industrial Park Ltd. and Pangeo Holdings Inc., dated the 12th day of December, 2017, a copy of which Site Plan Control 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 Site Plan Control Agreement.

2. **AND THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Pangeo Holdings Inc.

-and-

Del Duca Industrial Park Ltd.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of December, 2017.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

DEL DUCA INDUSTRIAL PARK LTD.
hereinafter called the "**Owner**"

OF THE SECOND PART

-and-

PANGEO HOLDINGS INC.
hereinafter called the "**Future Owner**"

OF THE THIRD PART

HEREINAFTER collectively referred to as the "**Parties**"

RECITALS

WHEREAS the Owner owns certain lands situated within the corporate limits of the Municipality, described on Schedule A (herein "the Del Duca Lands");

AND WHEREAS the Owner applied to the Town's Committee of Adjustment ("the Committee") for a consent to sever the lands being more particularly described in Schedule "B" hereto (the "Lands") which consent ("Consent") was granted under decision B-01/17 dated January 24, 2017 ("the Decision") and which Decision contains certain conditions detailed on Schedule A of the decision (herein "the Consent Conditions");

AND WHEREAS the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

AND WHEREAS where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

AND WHEREAS as a Consent Condition it is required that the Owner enter into a Site Plan Control Agreement;

AND WHEREAS the Owner covenants and agrees to develop the Lands in accordance with this Agreement;

AND WHEREAS the Future Owner anticipates taking title to the Lands from the Owner upon finalizing the severance and will be assuming the obligations of the Owner at that time in accordance with this agreement to allow for a release of the Owner from such obligations;

AND WHEREAS it is a condition precedent to this agreement coming into force that the Ontario Municipal Board render a decision on the applications in Board Case No. PL160967 such that the proposed development of the Lands is, by not later than January 24, 2018, in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality.

WITNESSETH that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

In addition to persons in the employ of the Municipality, the Municipality shall, at its option and at the expense of the Owner, retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;
- b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

The Owner (and the Future Owner upon obtaining title to the Lands – see 2.1.5 below) makes the following covenants, all of which shall be carried out at the Owner's (Future Owner's) expense:

2.1.1 Owner to Provide

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached preliminary site plan set out in Schedule "C" (the Preliminary Site Plan). [[The parties understand and agree that further revisions as noted in 2.1.2 below (herein "Revisions") to the Preliminary Site Plan and the provisions of this Agreement will be required in advance of any development commencing on the Lands or any permit being issued under the Building Code Act, 1992, S.O. 1992, c. 23.

2.1.2 Revisions

The Revisions will be incorporated by way of an amendment to this Agreement or by execution of an Agreement replacing this Agreement (the final form of which Agreement

as amended or replaced is herein referred to as “the Revised Agreement”). It is anticipated that the following information and/or subject matter (without limiting the extent of the Revisions) will be required/detailed when finalizing the Revised Agreement:

1. Detailed provisions and/or plans addressing such matters as :
 - a. On site and off site servicing requirements/improvements (including without limitation, sanitary and storm sewers, waterlines, gas, and electrical) much of which will be detailed in a plan (“Site Services Plan”);
 - b. Drainage and/or Storm Water Management;
 - c. Lot Grading;
 - d. Lighting;
 - e. Landscaping;
 - f. Traffic signage;
 - g. Elevation;
 - h. Parking Areas and Access Driveways;
 - i. Entrances and Intersections;
 - j. Dirt, Debris and Refuse Collection and Enclosures;
 - k. Noise;
 - l. Obligations to Repair and Maintain including snow removal;
 - m. Surveyed reference plan to the extent any further easements or conveyances are identified in advance of finalizing the Revisions.
2. It is specifically contemplated that with regards to storm water management, the Revisions shall provide:
 - a. for an initial flow south from the Lands along Eight Concession Road while providing for a future re-direction and connection to flow north from the Lands to connect to the future storm water solution for the balance of the Del Duca Lands;
 - b. Otherwise incorporate or address those requirements detailed in item 10 ii) of the Consent Conditions;
 - c. A permit from the Ministry of Environment and Climate Change under section 53 of the Ontario Water Resources Act.

2.1.3 Construction and Maintenance

The Owner agrees that the development of the Lands shall be constructed and forever maintained in accordance with the Site Plan and site Services Plan and the Revisions;

2.1.4 The Development

The Owner shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement as may be subsequently amended upon completion and review to the satisfaction of the Town in its sole discretion of the Revisions.

2.1.5 Assumption by Future Owner/Release of Owner

It is further and expressly agreed that upon the Future Owner taking title to the Lands, the Future Owner shall be deemed to have assumed the Owner’s obligations under the Agreement and has been made a party to this Agreement to evidence its agreement to assume those obligations. Upon the Future Owner taking title to the Lands, the Owner is hereby released from any outstanding obligations under this Agreement.

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that:

- a) the Owner complete posting of any required security simultaneously with the execution of the Revised Agreement;
- b) the Ontario Municipal Board render a decision on the applications in Board Case No. PL160967 such that the proposed development of the Lands is, by not later than January 24, 2018, in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality

3.1.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Workers' Compensation Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;
- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan within SIX (6) months of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owner agrees to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of the Revised Agreement.

ARTICLE 4

PAYMENTS

4.1 COSTS

The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer and Solicitor. The Municipality shall deliver invoices to the Owner in a timely fashion payment for which shall be due immediately.

4.2 DEVELOPMENT CHARGES

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

4.3 FINANCIAL CONTRIBUTION FOR TRAIL

The Owner agrees to pay \$35,000.00 forthwith upon execution of this Agreement and in accordance with condition item 10 iii) of the Consent Conditions for the future construction of a 2.5 metre wide asphalt trail along the north side of North Talbot Road.

4.4 SERVICE CONNECTION COST

The Owner agrees to pay \$7,382.00 forthwith upon execution of this Agreement and in accordance with condition item 10 i) of the Consent Conditions for the existing sanitary service connection at 8th Concession Road and the Lands.

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermains, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance and in accordance with condition item 12 of the Consent Conditions the lands designated as Part 3 on Plan 12R- _____ (the Dedication) for road widening of North Talbot Road. It is hereby agreed that notwithstanding the Dedication is made for road widening, there will be no direct vehicular access to North Talbot Road due to the anticipated future construction of a trail within the Dedication and in accordance with condition item 10 iv) of the Consent Conditions. It is further acknowledged and agreed by the Owner that a by-law may be passed under section 35 of the Municipal Act, 2001, S.O. 2001, c. 25 contemporaneously with or following approval of the Site Plan and/or Revisions removing or restricting the common law right of access to North Talbot Road by the Owner and future owners of the Lands. The Owner hereby waives any claim of compensation in respect of the By-law whether by way of the Expropriations Act, R.S.O. 1990, c. E.26, injurious affection, tort, or otherwise and this agreement shall serve as a complete estoppel against and release of any such claim.

5.3 DAYLIGHT CORNERS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance and in accordance with condition items 8 and 9 of the Consent Conditions the lands designated as Part 2 and 4 on Plan 12R- _____ as daylight corners.

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owner shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount to be detailed in the Revised Agreement plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of:

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond).

Provided that in no event shall the Municipality be required to pay interest on this security.

6.2 RELEASE OF SECURITY

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

6.3 CONSTRUCTION LIENS

In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 6.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

Provided that in no event shall the Municipality be required to pay interest on this security.

6.4 INDEMNITY AND INSURANCE

The Owner shall indemnify and save harmless the Municipality, and the Essex Power Corporation, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Municipality's solicitor wherein the Owner, the Municipality, and the Essex Power Corporation, shall be insured as principals against such liability to the limits approved. The Owner shall provide the Municipality with a certified copy of such policy prior to the commencement of construction of any of the facilities and works referred to herein.

ARTICLE 7

DEFAULT

7.1 STOP WORK

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may be registered against the Lands, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owner, who shall be jointly and severally liable for the Owner's covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

8.2 CONSENT

The Owner hereby consents to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owner's expense.

8.3 MORTGAGEES

The Owner agrees to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

1577 Howard Avenue, P.O. Box 579, Windsor, ON N9A 6M6]

Communications sent to the Future Owner shall be addressed to:
3440 N Talbot Rd, Oldcastle, ON N0R 1L0.

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

9.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

9.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

9.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

9.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

9.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

9.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a

covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

9.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

9.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

9.12 ASSIGNMENT

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

9.13 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

9.14 SCHEDULES

Those Schedule marked as Schedule "C" has been signed by the parties and is on file with the Municipality. . A reduced copy of this schedule is annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

9.16 INDEPENDENT LEGAL ADVICE

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her *or* its’ rights and obligations, under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

| | | |
|-------------------------------------|---|---------------------------------|
| SIGNED, SEALED AND DELIVERED | } | |
| in the presence of | } | |
| | } | |
| | } | THE CORPORATION OF THE |
| | } | TOWN OF TECUMSEH |
| | } | |
| | } | Per:_____ |
| | } | Gary McNamara - MAYOR |
| | } | _____ |
| | } | Laura Moy - CLERK |
| | } | |
| | } | DEL DUCA INDUSTRIAL PARK |
| | } | LTD. |
| | } | Per:_____ |
| | } | Vince Del Duca, President |
| | } | |
| | } | PANGEO HOLDINGS INC. |
| | } | |
| | } | Per:_____ |
| | } | Mr. Hairu Pan, President |

SCHEDULE "A"

THE DEL DUCA LANDS

**Part Lot 11,
Concession 8,
Geographic Township of Sandwich South
Now in the Town of Tecumseh
County of Essex, Ontario
Designated as Parts 1 and 3 on Plan 12R-4966
Being all of PIN 75236-0265**

SCHEDULE "B"

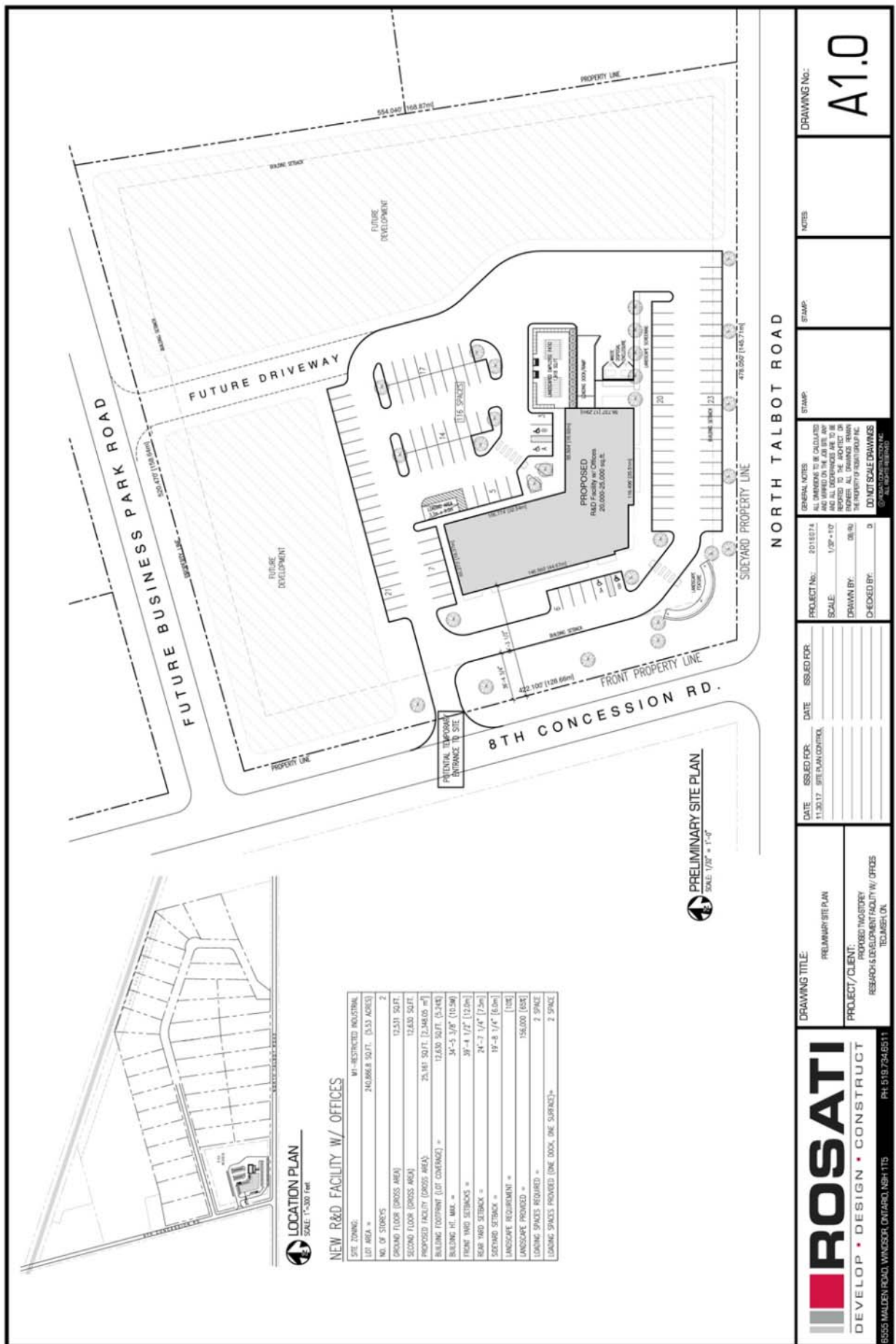
THE LANDS

**Part Lot 11,
Concession 8,
Geographic Township of Sandwich South
Now in the Town of Tecumseh
County of Essex, Ontario**

**Designated as Part 1 on Plan 12R-_____ (see Plan File No. C-4066'A')
Being 2.1846 Ha at the north east corner of North Talbot Road and Eighth Concession
Road being part of PIN 75236-0265.**

To the extent that the reference plan is not registered describing the above parcel is not registered at the time of signing, the Owner irrevocably authorizes the Town's solicitor to insert an amended Schedule A, section 5.2 and section 5.3 into the signed document prior to registration to accord with the parcel's description on the reference plan as registered.

PRELIMINARY SITE PLAN



THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-88

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh (Municipality) and Home Hardware Stores Limited (Owner)

WHEREAS the Owner owns and has developed a certain parcel or tract of lands and premises, situate, lying in the Town of Tecumseh (Lands);

AND WHEREAS a site plan control agreement (the “Original Site Plan Control Agreement” “Original Agreement”) between the Owner and the former Corporation of the Township of Sandwich South [subsequently amalgamated by Order of the Ministry of Municipal Affairs dated November 18, 1997 as amended December 17, 1998 to form The Corporation of the Town of Tecumseh] has been entered into, an execution copy of which was registered in the Land Registry Office for the Registry Division of Essex (No. 12) as Instrument No. R1061517 on September 23, 1988, respecting said development;

AND WHEREAS the Original Agreement was as amended by an amendment (Site Plan Control Amending Agreement #1) registered as R1482217 on January 4, 2000 and further amended by an amendment (Site Plan Control Amending Agreement #2) registered on March 23, 2004 as Instrument No. CE65771 and further amended by an amendment (Site Plan Control Amending Agreement #3) registered on July 12, 2004 as instrument No. CE88518;

AND WHEREAS the Municipality has enacted by-laws designating the Lands as a site plan control area in pursuance of the *Planning Act of Ontario* and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the *Planning Act*, required that an agreement be entered into by virtue of subsection 41(7)(c) of the *Planning Act*;

AND WHEREAS the Original Site Plan Control Agreement, amended by Site Plan Control Amending Agreement #1, Site Plan Control Amending Agreement #2 and Site Plan Control Amending Agreement #3 is hereby further amended as set out herein, all of which is hereinafter referred to as “the Site Plan Control Agreement” and the amendment affects all of the lands described in Schedule “A”;

AND WHEREAS the Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

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

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

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Home Hardware Stores Limited, dated the 12th day of December, 2017, a copy of which Site Plan Control 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 Site Plan Control Agreement.

2. **AND THAT** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

“SEAL”

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

SITE PLAN CONTROL AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of _____, 2017.

B E T W E E N :

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the “Town”

Of the First Part,

-and-

HOME HARDWARE STORES LIMITED
hereinafter called the “Owner”

Of the Second Part.

WHEREAS:

- 1) The Owner owns and has developed that certain parcel or tract of lands and premises, situate, lying and being in the Town of Tecumseh, and being more particularly described in Schedule “A” attached;
- 2) A site plan control agreement (the “Original Site Plan Control Agreement” “Original Agreement”) between the Owner and the former Corporation of the Township of Sandwich South (subsequently amalgamated by Order of the Ministry of Municipal Affairs dated November 18, 1997 as amended December 17, 1998 to form The Corporation of the Town of Tecumseh has been entered into, an execution copy of which was registered in the Land Registry Office for the Registry Division of Essex (No. 12) as instrument No. R1061517 on September 23, 1988, respecting said development;
- 3) The Original Agreement was as amended by an amendment (“Site Plan Control Amending Agreement #1”) registered as R1482217 on January 4, 2000 and further amended by an amendment (Site Plan Control Agreement #2) registered on March 23, 2004 as instrument No. CE65771 and further amended by an amendment (Site Plan Control Amending Agreement #3) registered on July 12, 2004 as instrument No. CE88518;
- 4) The Town has enacted by-laws designating the subject lands as a site plan control area in pursuance of the Planning Act of Ontario and as a condition to the approval of the plans and drawings referred to in subsection 41(4) of the Planning Act, required that this agreement be entered into by virtue of subsection 41(7)(c) of the Planning Act;
- 5) The Original Site Plan Control Agreement, amended by Site Plan Control Amending Agreement #1, Site Plan Control Amending Agreement #2 and Site Plan Control Agreement #3 is hereby further amended as set out herein, all of which is hereinafter referred to as “the Site Plan Control Agreement” and the amendment affects all of the lands described in Schedule A”.
- 6) The Owner has amended the site plan and drawings for the subject lands, and the Town has approved the amendments, together with certain amendments to the text of the Original Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, other good and valuable consideration, and the sum of Five dollars (\$5.00) now paid by the Owner to the Town (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1) The Site Plan attached as Schedule “B” to the Site Plan Control Agreement, is hereby deleted and repealed, and is hereby replaced by the Site Plan , the original of which has been signed by the parties and is on file with the town and a reduced copy of which is annexed hereto as Schedule “B” hereinafter “the Site Plan”;

2) The Landscape Plan attached as Schedule “C” to the Site Plan Control Agreement, is hereby deleted and repealed, and is hereby replaced by the Landscape Plan, the original of which has been signed by the parties and is on file with the town and a reduced copy of which is annexed hereto as Schedule “C” hereinafter “the Landscape Plan”.

3) The Site Plan Control Agreement is hereby amended to add a Site Services Plan , the original of which has been signed by the parties and is on file with the town and a reduced copy of which is annexed hereto as Schedule “D” hereinafter “the Site Services Plan”

4) The Owner shall, at its own expense, develop the Lands with the amenities, facilities, works, services and in accordance with each and every of the obligations described and set out in this Site Plan Control Agreement, and in accordance with the Site Plan, Landscape Plan and Site Services Plan (all of which are hereinafter collectively called the “Services”).

5) SECURITY

5.1 The Owner agrees to provide contemporaneously with the execution hereof, a cash security deposit or irrevocable letter of credit (in form satisfactory to the Town) in the amount of \$20,000.00 to ensure that all of its obligations herein contained are completed to the satisfaction of the Town. The cash security deposit shall be returned to the Owner on completion to the satisfaction of the Town, and final inspection of the obligations of the Owner hereunder.

5.2 The Owner acknowledges that it is the Owner’s sole responsibility to ensure it has rights of access over abutting lands, as may be necessary, for the construction and/or maintenance of the structures placed on the Owner’s lands and that neither execution of this Agreement or issuance of a Building Permit under the Building Code Act does not afford the Owner a right of access over abutting lands.

6) CONDITIONS

6.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

- a) Security for performance is posted pursuant to Paragraph 5.1;
- ~~b) Construction lien deposit pursuant to Paragraph 5.2;~~

6.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at it’s option elect to terminate this Agreement:

- a) Due registration against the title of the land of this Agreement;
- b) Postponement to this Agreement by all encumbrances;

7) The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

8) The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the owner in a timely fashion payment for which shall be due immediately.

9) In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings,

and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

10) The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that sections 444, 445 and 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorizes the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

11) Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement shall be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

12) The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense.

13) The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

14) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Original Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions.

15) In the event of conflict between this amending agreement and the Site Plan Agreement, the terms of this Agreement shall govern.

16) This agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

See next page for signing.....

17) Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a) prepared this agreement or any part of it; or
- b) seeks to rely on this agreement or any part of it.

IN WITNESS WHEREOF, the said parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized in that behalf.

| | | |
|------------------------------|---|---|
| Signed, sealed and delivered |) | THE CORPORATION OF THE |
| in the presence of: |) | TOWN OF TECUMSEH |
| |) | |
| |) | Per:_____ |
| |) | Name: Gary McNamara |
| |) | Title: Mayor |
| |) | |
| |) | c/s |
| |) | Per:_____ |
| |) | Name: Laura Moy |
| |) | Title: Clerk |
| |) | “We have authority to bind the Corporation” |
| |) | |
| |) | HOME HARDWARE STORES LIMITED |
| |) | |
| |) | Per:_____ |
| |) | Name: Terry Davis |
| |) | Title: CEO |
| |) | |
| |) | c/s |
| |) | |
| |) | Per:_____ |
| |) | Name: Dianne McTavish |
| |) | Title: Vice President and Corporate Secretary |
| |) | “We have authority to bind the Corporation” |
| |) | |

Schedule “A”

Part Lot 151 Concession 2 Sandwich East, Part 1 on 12R-8419 and Part 1 on 12R-9424 except
Part 1 on 12R-20974; Tecumseh being PIN: 75243-0466

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342



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343



THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-89

Being a by-law delegating the authority for
the giving of consents for the term of
Council ending in 2018

WHEREAS *The Planning Act*, R.S.O. 1990, Chapter P.13, Section 54(2) states that a Council may by by-law, delegate to a Committee of Adjustment, the authority for the giving of consents under Section 53 in respect of land situated in the local municipality;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-94 appointing members to the Committee of Adjustment for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-94;

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

1. **THAT** paragraph 1 of By-Law No. 2016-94 is hereby replaced with the following:

“**THAT** pursuant to the provisions of Section 54, of The Planning Act, R.S.O. 1990, Chapter P.13, the authority for the giving of consents under Section 53, is hereby delegated to the Committee of Adjustment for the Town of Tecumseh namely:

Lori Chadwick
Lee Anne Doyle
Tom Fuerth
Robert James Mackie
Tom Marentette
Paul Morand
Tony Muscedere”

2. **THAT** this By-law shall come into force and take effect upon the third and final reading.

READ a first, second and third time and finally passed this 12th day of December, 2017.

“ SEAL “

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-90

Being a by-law constituting and appointing a
Committee of Adjustment and empowering the
granting of Minor Variances for the
term of Council ending in 2018

WHEREAS *The Planning Act*, R.S.O. 1990, Chapter P.13, Section 44(1) (“Act”) states that if a municipality has passed a Zoning By-law, the Council of the municipality may by by-law constitute and appoint a Committee of Adjustment for the municipality composed of such persons not fewer than three (3), as the Council considers advisable;

AND WHEREAS Section 44(3) provides that the members of the Committee who are not members of Council shall hold office for the term of Council that appointed them;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-93 appointing members to the Committee of Adjustment for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-93;

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

1. **THAT** paragraph 2 of By-Law No. 2016-93 is hereby replaced with the following:

“**THAT** pursuant to the provisions of Section 54, of *The Planning Act*, R.S.O. 1990, Chapter P.13, the authority for the giving of consents under Section 53, is hereby delegated to the Committee of Adjustment for the Town of Tecumseh namely:

Lori Chadwick
Lee Anne Doyle
Tom Fuerth
Robert James Mackie
Tom Marentette
Paul Morand
Tony Muscedere”

2. **THAT** this by-law shall come into force and take effect upon the third and final reading.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

“ SEAL “

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-91

Being a by-law to appoint members to the
Tecumseh Senior Advisory Committee for
the term of Council ending 2018

WHEREAS the Council for The Corporation of the Town of Tecumseh is desirous of establishing a Senior Advisory Committee;

WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-92 appointing members to the Senior Advisory Committee for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-92;

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

1. **THAT** paragraph 1 of By-Law No. 2016-92 is hereby replaced with the following:

“**THAT** the following persons are hereby appointed to the Tecumseh Senior Advisory Committee:

Suzanne Beneteau
Douglas Drouillard
Paul Morand
Dara Pfeifer O'Connor
Michelle Philion
Nancy Tennant”

2. **THAT** this by-law shall come into force and take effect on the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-92

Being a by-law to appoint members to the
Tecumseh Youth Advisory Committee for
the term of Council ending 2018

WHEREAS the Council for The Corporation of the Town of Tecumseh is desirous of establishing a Youth Advisory Committee;

WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-90 appointing members to the Youth Advisory Committee for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-90;

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

1. **THAT** paragraph 1 of By-Law No. 2016-90 is hereby replaced with the following:

“**THAT** the following persons are hereby appointed to the Tecumseh Youth Advisory Committee:

Jacob Altenhof
Michael Altenhof
Andre Ducharme
Brendan Froese
Maria Giorlando
Kristi Koutros
Ava Ruuth”

2. **THAT** this by-law shall come into force and take effect on the third and final reading thereof.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-93

Being a by-law to appoint members to the
Tecumseh Heritage Committee
for the term of Council 2015-2018

WHEREAS pursuant to Section 28(1) of the *Ontario Heritage Act*, R.S.O. 1990 c. O.18 (*Act*), the Council of a municipality may by by-law establish a municipal Heritage Committee to advise and assist Council on matters relating to Part IV and Part V of the *Act*;

WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-90 appointing members to the Heritage Committee for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-96;

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

1. **THAT** paragraph 1 of By-Law No. 2016-90 is hereby replaced with the following:

“**THAT** the following members are hereby appointed to the Tecumseh Heritage Committee:

Councillor, Brian Houston
Councillor, Rita Ossington
Chris Carpenter
Marian Drouillard
Rhonda Dupuis
Dwayne Ellis
Terry England
Ian Froese
Charlie Gray
John Levesque”

2. **THAT** this by-law shall come into force and take effect upon third and final reading.

READ a first, second and third time and finally passed this 12th day of December, 2017.

“SEAL “

Gary McNamara, Mayor

Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-94

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

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

WHEREAS the Council of The Corporation of the Town of Tecumseh (Council) passed By-Law No. 2016-95 appointing members to the Cultural and Arts Advisory Committee for the term of Council;

AND WHEREAS the Council is desirous of amending By-Law No. 2016-95;

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

1. **THAT** paragraph 1 of By-Law No. 2016-95 is hereby replaced with the following:

“**THAT** the following members are hereby appointed to the Cultural and Arts Advisory Committee:

Councillor, Rita Ossington
Councillor, Brian Houston
Marian Drouillard
Rhonda Dupuis
Dwayne Ellis
Ian Froese
Phil Kane
Christopher McNamara”

2. **THAT** this by-law shall come into force and take effect upon third and final reading.

READ a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

“SEAL”

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 |
| 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 | |
| 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 | |
| 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 | |
| 24/17 | October 28, 2017 | | Riverside Drive Trail | Administration is asked to provide a report with a quantitative analysis on the location of the Riverside Drive Trail to be on the north or south side of the street. | PWES | |
| 25/17 | November 14, 2017 | | Tenanted Farm Tax Class | Administration is requested to provide comments regarding the tenanted farm tax properties being reclassified as a residential tax class (for non-tilled land), and not implementing this change. How this could action financially impact municipalities and property owners. | Finance | |

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2017-95

Being a by-law to confirm the proceedings of the
December 12, 2017 regular meeting of the Council
of The Corporation of the Town of Tecumseh

WHEREAS pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

WHEREAS pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this Session be confirmed and adopted by by-law.

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

1. **THAT** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the **December 12, 2017**, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said **December 12, 2017**, meeting referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

Read a first, second and third time and finally passed this 12th day of December, 2017.

Gary McNamara, Mayor

"SEAL"

Laura Moy, Clerk