

**Regular Council Meeting**  
**AGENDA**

Tuesday, September 13, 2016, 7:00 PM  
Tecumseh Town Hall  
www.tecumseh.ca

	<b>Pages</b>
<b>1. CALL TO ORDER - Mayor</b>	
<b>2. MOMENT OF SILENCE</b>	
<b>3. NATIONAL ANTHEM</b>	
<b>4. ROLL CALL &amp; DISCLOSURE OF PECUNIARY INTEREST</b>	
<b>5. COUNCIL MINUTES</b>	
a. Public Council August 9, 2016, Re: East Townline Drain	5 - 6
b. Public Council August 9, 2016, Re: OPA/ZBA Del Duca Industrial Park Ltd	7 - 9
c. Regular Council August 9, 2016	10 - 17
<b>6. SUPPLEMENTARY AGENDA ADOPTION</b>	
<b>7. DELEGATIONS</b>	
<b>8. COMMUNICATIONS FOR INFORMATION</b>	
a. Town of Lakeshore, July 12, 2016 Re: Support of Resolution - Debt Incurred from the 2016 Pan Am Games and Parapan An Games	18 - 18
b. Ministry of Environment and Climate Change, August 2, 2016 Re: Windsor City Council's Decision in Support of Essex Town Council's resolution about the proposed Marathan Oil Refinery expansion in Detroit, Michigan	19 - 20
c. Town of Lakeshore, August 11, 2016 Re: Notice of Open House and Complete Application	21 - 22
d. Town of LaSalle, August 17, 2016 Re: Carbon Gas Tax on Union Gas Bill	23 - 23
e. Ontario Good Roads Association, August 30, 2016 Re: OGRA Conference, February 26 - March 1, 2017, Fairmont Royal York Hotel	24 - 25
f. The Federation of Canadian Municipalities, September 7, 2016 Re: Looking for Canada 150 Community Leaders	26 - 26
g. Rural Ontario Municipal Association, September 8, 2016 Re: 2017 ROMA Conference	27 - 27

9. COMMUNICATIONS ACTION REQUIRED

- a. Township of Carlow/Mayo, August 17, 2016, Re: Bill 171 28 - 28  
**Recommendation:**  
THAT The Town of Tecumseh support Bill 171, Highway Traffic Amendment Act regarding waste collection vehicles and snow plows, 2016

10. COMMITTEE MINUTES

- a. Court of Revision 29 - 30  
August 9, 2016, Re: Malden Road Drain West
- b. Cultural & Arts Advisory Committee 31 - 32  
August 30, 2016
- c. Tecumseh Business Improvement Area Board 33 - 43  
July 20 and August 8, 2016
- d. Senior & Youth Advisory Committee 44 - 47  
August 16, 2016

11. REPORTS

- a. Corporate Services & Clerk
  - 1. Director Corporate Services & Clerk, August 8, 2016, Report No.25/16 48 - 51  
Re: Essex Power Corporation Board of Directors Call for 2016 Applications
  - 2. Director Corporate Services & Clerk Report, August 4, 2016, Report No. 26/16 52 - 56  
Re: 2016-17 Tecumseh Snow & Leaf Angels Program
  - 3. Director Corporate Services & Clerk, August 22, 2016, Report No. 27/16 57 - 62  
Re: 2016 Local Government Week
  - 4. Director Corporate Services & Clerk, July 26, 2016, Report No. 28/16 63 - 66  
Re: 2017 Council Conferences
  - 5. Director Corporate Services & Clerk, August 31, 2016, Report No. 29/16 67 - 72  
Re: Essex Power Corporation Appointment of Proxyholder for Shareholders' 2016 Annual Meeting
  - 6. Director Corporate Services & Clerk, August 31, 2016, Report No. 30/16 73 - 76  
Re: 2016 By-Election Councillor Ward 2 Update - List of Candidates and Voting Procedures
  - 7. Director Corporate Services & Clerk, September 6, 2016, Report No. 31/16 77 - 80  
Re: Essex Region Greenway Trail Extension Land Acquisition from 1185604 Ontario Inc.
- b. Fire Services
  - 1. Director Fire Services & Fire Chief, August 25, 2016, Report No. 5/16 81 - 85  
Re: Fire Chief's Q2 & Q3 of 2016 Fire Rescue Services Update

c.	Parks & Recreation Services	
1.	Director Parks & Recreation Services, September 1, 2016, Report No. 23/16 Re: Rink Board & Illuminated Sign Advertising	86 - 89
2.	Director Parks & Recreation Services, August 23, 2016, Report No. 24/16 Re: Design / Build Services Award - Lakewood Park Pedestrian Bridge	90 - 93
3.	Manager Parks & Horticulture, September 6, 2016, Report No. 25/16 Re: Tender Award for the Request of Quotations Pathway Construction in Various Parks	94 - 96
d.	Planning & Building Services	
1.	Director Planning & Building Services, September 6, 2016, Report No. 26/16 Re: Summary of Public Consultation, Del Duca Industrial Park Ltd	97 - 111
2.	Manager, Planning, September 8, 2016, Report No. 27/16 Re: Site Plan Control Agreement, Jon Marwood Parks and Kathleen Ann Parks	112 - 137

## 12. BY-LAWS

a.	By-Law 2016-62 Being a by-law to authorize the execution of Final Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Municipal Cycling Infrastructure Program	138 - 192
b.	By-law 2016-63 Being a by-law to authorize the execution of an Agreement of Purchase and Sale between The Corporation of the Town of Tecumseh and 1185604 Ontario Inc. regarding the ERCA Trail	193 - 197
c.	By-Law 2016-64 Being a by-law to expropriate lands required for municipal purposes.	198 - 198
d.	By-law 2016-65 Being a by-law to amend By-law 2015-82 a by-law which prescribes tariffs of administrative fees and charges for the Town of Tecumseh	199 - 203
e.	By-law 2016-66 Sandwich South Official Plan Amendment - Del Duca Industrial Park Ltd	204 - 214
f.	By-law 2016-67 Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South.	215 - 216
g.	By-law 2016-68 Being a by-law to designate as a site plan control area part of the area covered by the Official Plan for lands in the former Township of Sandwich South	217 - 218

13. UNFINISHED BUSINESS

a. Unfinished Business - September 13, 2016 219 - 219

14. NEW BUSINESS

a. 2017 Pre-Budget Council Consultation 220 - 220

Tony Haddad, CAO; Luc Gagnon, Director Financial Services & Treasurer; and Tom Kitsos, Deputy Treasurer & Tax Collector

15. MOTIONS

a. By-law 2016-69 221 - 221

Being a by-law to confirm the proceedings of the September 13, 2016, regular meeting of the Council of The Corporation of the Town of Tecumseh

16. NOTICES OF MOTION

17. NEXT MEETING

Tuesday, September 27, 2016

6:00 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

18. ADJOURNMENT

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

Tecumseh Council meets in public session on Tuesday, August 9, 2016, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 6:00 p.m.

(PCM 11-1)

**ORDER**

The Mayor calls the meeting to order at 6:05 p.m.

(PCM 11-2)

**ROLL CALL**

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

(PCM 11-3)

**PECUNIARY INTEREST**

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

(PCM 11-4)

**INTRODUCTION AND PURPOSE OF MEETING**

The purpose of the meeting is to give consideration to the Drainage Report prepared by Baird Architecture & Engineering Reconsidered Drainage Report, dated July 20, 2016, for the repair and improvement of the East Townline Drain, and to hear from any affected land owners.

(PCM 11-5)

**DELEGATIONS**

Engineer, Don Joudrey, P.Eng, on behalf of Halliday P. Pearson, P.Eng., of Baird Architecture & Engineering, is in attendance and available to answer questions.

**Mr. Lou Mariani**

Mr. Mariani expresses concern, on behalf of his father, regarding the percentage of water drainage toward Manning Road, which he believes is too great. He states more water goes to the creek in the back of his father's property, that it has been 38 years since the last report was prepared and that the area has changed.

The Drainage Superintendent explains this concern was raised at the Public Information Centre (PIC). He explains that an onsite meeting with Mr. Mariani was held after the PIC and it was explained how engineer's define watershed boundaries during their examinations. Should Mr. Mariani feel or know that the lands do not in fact drain to the East Townline, then an investigation by the engineer would be warranted at the request

of the landowners, keeping in mind that if the lands are not assessed into the East Townline Drain, they would be assessed to the Pike Creek Drain.

The Engineer explains the drainage area was well defined in previous reports and is used to determine the current drainage area. There was no need to obtain a new survey and incur additional costs.

(PCM 11-6)

**COMMUNICATIONS**

- A. Notice of Consideration, July 28, 2016 Re: East Townline Drain
- B. Essex Region Conservation Authority, August 3, 2016 Re: Application for OPA & ZBA 5240 8th Concession Rd.
- C. Drainage Superintendent, July 28, 2016, Report No. 53/16 Re: East Townline Drain (Pike Creek Outlet) - Reconsider Engineer's Drainage Report

Motion: (PCM-21/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Tania Jobin

**THAT** the Communications listed as Items A through C on the August 9, 2016, Public Council Meeting Agenda, be received.

Carried

(PCM 11-7)

**ADJOURNMENT**

Motion: (PCM-22/16) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**THAT** there being no further business to discuss, the August 9, Public Meeting of the Council of the Town of Tecumseh adjourn at 6:13 pm.

Carried

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

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

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

Tecumseh Council meets in public session on Tuesday, August 9, 2016, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 5:00 p.m.

(PCM 10-1)

**ORDER**

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

(PCM 10-2)

**ROLL CALL**

Present:

Mayor	- Gary McNamara
Deputy Mayor	- Joe Bachetti
Councillor	- Andrew Dowie
Councillor	- Brian Houston
Councillor	- Rita Ossington [5:10 pm]
Councillor	- Tania Jobin

Also Present:

Chief Administrative Officer	- Tony Haddad
Director Corporate Services & Clerk	- Laura Moy
Deputy Clerk	- Tatiana Dafoe
Director Planning & Building	- Brian Hillman
Director Public Works & Environmental Services	- Dan Piescic
Manager Engineering	- Phil Bartnik
Manager Planning	- Chad Jeffery
Manager Strategic Initiatives	- Lesley Racicot
Administrative Assistant to the Director Corporate Services & Clerk	- Anne Kantharajah

(PCM 10-3)

**PECUNIARY INTEREST**

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

(PCM 10-4)

**INTRODUCTION AND PURPOSE OF MEETING**

The purpose of the meeting is to consider proposed Official Plan and Zoning By-law amendments pursuant to the provisions of the *Planning Act, R.S.O. 1990*. An application has been filed with the Town of Tecumseh requesting that the Sandwich South Official Plan be amended by changing the land use designation which currently applies to a 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8th Concession/North Talbot Road intersection from "Hamlet Development" to "Business Park". The proposed redesignation will facilitate the development of the lands for an industrial subdivision/business park.

A corresponding application has been filed with the Town requesting that Sandwich South Zoning By-law 85-18 be amended by rezoning the subject property from "Agriculture Zone (A) to "Industrial Zone (M1)" to permit the range of uses currently permitted in the M1 zone.

The Director Planning & Building Services explains the current Official Plan and Zoning designations and the background. He explains the proposed use and related studies that will be undertaken.

(PCM 10-5)

**DELEGATIONS**

Tiziano Zaghi

Mr. Tiziano Zaghi, MCIP, OPPI, Planning Consultant for the Del Duca Employment Centre, gives a presentation on the purpose of the applications, technical studies, site surrounding land uses, planning documents and the Town/Sandwich South Official Plan. The presentation is included on the meeting Agenda.

He notes Rick Spencer, P.Eng. of Spencer Engineering, is available to answer questions related to services and traffic.

Mara Conrad

Ms. Mara Conrad states her concern regarding increased traffic. The delegation spoke of traffic impact on Oldcastle Road which is currently in poor condition. She questions the impact of increased traffic and what the Town is going to do about resurfacing.

The Director Public Works & Environmental Services advises that the pavement on Oldcastle Road is not scheduled for repaving for 6 to 10 years, however, it will be reviewed. A trunk watermain is being reviewed for next year which will result in a complete renovation of the road.

Amil Haboud

Mr. Amil Haboud explains the change of zoning from agriculture to industrial is a concern for multiple reasons: safety due to the industrial change, noise vibrations, chemical spill and fumes. Secondly, he expresses concern for additional traffic, stating the road is not suitable for trucks and speeding regularly occurs in the area. Thirdly, he feels the value of his home will be drastically reduced. He recommends the proposals be declined.

Judy Wellwood Robson

Ms. Judy Wellwood states she is a member of a 5<sup>th</sup> generation farm family and represents Downing Acres, which owns a large parcel of land on the east side of Oldcastle Road that is also designated Hamlet Development. She disagrees with Planning Department's interpretation of the Hamlet Development designation, stating the historical intent has always been residential. She states there is a fragmented hamlet development occurring and the Town's goals and policies intended two residential areas to be connected. The former Township of Sandwich South and now the Town of Tecumseh have been willing partners in developing residential areas in the core of the Oldcastle Hamlet with homes on septic systems being permitted for development. She reads aloud from her letter dated August 8, 2016, which is included on the meeting Agenda.

Ber Bhillon

Mr. Ber Bhillon states he is the most affected and discusses two concerns. The first is his inability to park his truck, used for his truck driving business, on his property, due to his request being denied by the Town. Secondly, he feels his quality of life will be affected by the proposed uses. He does not agree with the proposed change.

Sherry Lucier

Ms. Sherry Lucier states that she has lived in the area for her entire life and that she represents the Weston clan. She advises she has young children and was not made aware that this change in designation could occur. Concerns with respect to traffic congestion, speeding and safety are expressed. She notes that her children cannot ride their bikes on the road and that there is no sidewalk in the area. Her second concern is the potential decrease in her property value and that her home will be affected by the environment and vibrations from the proposal. Concern for Weston Park, which was founded by her family, is expressed as it may not be used should this proposal proceed. She questions the impact on her property taxes and notes that she has submitted an email detailing her concerns.

(PCM 10-6)

**COMMUNICATIONS**

- A. Notice of Consideration, July 13, 2016 Re: Del Duca Industrial Park OPA/ZBA Application
- B. Essex Region Conservation Authority, August 3, 2016 Re: Application for OPA & ZBA 5240 8th Concession Rd.
- C. Director, Planning & Building Services, July 6, 2016, Report No. 18/16 Re: Official Plan and Zoning By-Law Amendments Del Duca IndustrialPark Ltd. North-East Corner of 8th Concession/North Talbot RoadIntersection

**SUPPLEMENTARY**

- D. Linda & Mark Shafer, Residents, August 6, 2016
- E. Sherri Lucier, Resident, August 7, 2016
- F. Carl White & Eileen Levenick, Residents, August 7, 2016
- G. Judy Robson, Resident, August 7, 2016
- H. Judy Wellwood-Robson, Resident August 8, 2016
- I. Steven Lucier, Resident, August 8, 2016
- J. Joan & Bill Young, Residents, August 8, 2016
- K. Stacey Weston, Resident, August 8, 2016
- L. Jack & Luanne Weston, Residents, August 9, 2016
- M. Jim Weston, Resident, August 9, 2016
- N. Mario & Amelia Conciatori, August 9, 2016

Motion: (PCM-21/16) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**THAT** the Communications listed as Items A through N on the August 9, 2016, Public Council Meeting Agenda, be received.

Carried

It is reiterated that the meeting is for information purposes only.

A request is made for written notes and comments to be submitted to the Clerk to form part of the meeting's record. Members of the public in attendance are requested to complete the sign-in sheet.

(PCM 10-7)

**ADJOURNMENT**

Motion: (PCM-22/16) Moved by Councillor Brian Houston  
Seconded by Councillor Rita Ossington

**THAT** there being no further business to discuss, the August 9, Public Meeting of the Council of the Town of Tecumseh adjourn at 5:57 pm.

Carried

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

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

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

Tecumseh Council meets in regular public session on Tuesday, August 9, 2016, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 14-1)

**ORDER**

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

(RCM 14-2)

**MOMENT OF SILENCE**

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

(RCM 14-3)

**NATIONAL ANTHEM**

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

(RCM 14-4)

**ROLL CALL**

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

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Tatiana Dafoe
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Public Works & Environmental Services	- Dan Piescic
	Director Planning & Building Services	- Brian Hillman
	Manager Strategic Initiatives	- Lesley Racicot
	Manager Engineering Services	- Phil Bartnik
	Manager Planning	- Chad Jeffery

**PECUNIARY INTEREST**

None.

(RCM 14-5)

**MINUTES**

Motion: (RCM-263/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Tania Jobin

**THAT** the Minutes of the July 26, 2016, 5:00 pm and 5:15 pm Public Meeting of Council; and the Minutes of the July 26, 2016 Regular Meeting of Council; as were duplicated and delivered to the Members, are adopted.

Carried

(RCM 14-6)

**SUPPLEMENTARY AGENDA ADOPTION**

Motion: (RCM-264/16) Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**THAT** the August 9, 2016, Supplementary Council Agenda be adopted.

Carried

(RCM 14-7)

**DELEGATIONS**

None.

(RCM 14-8)

**COMMUNICATIONS**

**Communications for Information**

None.

**Communications - Action Required**

A. Stephanie Cole, July 20, 2016, Re: Prostate Cancer Awareness Month

Motion: (RCM-265/16) Moved by Councillor Rita Ossington

Seconded by Councillor Tania Jobin

**THAT** Prostate Cancer Awareness Month be promoted on the Town of Tecumseh's website and social media sites.

(RCM 14-9)

**COMMITTEE MINUTES**

Motion: (RCM-266/16) Moved by Councillor Rita Ossington

Seconded by Councillor Brian Houston

**THAT** the July 21, 2016 Minutes of the Corn Festival Committee, as were duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-267/16) Moved by Councillor Brian Houston

Seconded by Deputy Mayor Joe Bachetti

**THAT** the July 26, 2016 Minutes of the Court of Revision, as were duplicated and delivered to the Members of Council, are accepted.

Carried

Motion: (RCM-268/16) Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

**THAT** the July 19, 2016 Minutes of the Youth & Senior Advisory Committee, as were duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 14-10)

**REPORTS**

Chief Administrative Officer, July 20, 2016, Report No. 06/16, Re: 2015-16 Strategic Priorities Progress Report

Motion: (RCM-269/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Andrew Dowie

**THAT** The Chief Administrative Officer's Report No. 06/16 regarding progress in the first half of 2016 on the Strategic Priorities established by Council in 2015 be received.

As recommended by the Chief Administrative Officer under Report No. 06/16, dated July 20, 2016.

Carried

Director Corporate Services & Clerk, July 21, 2016, Report No.22/16, Re: Call for 2016 Award Nominations

Motion: (RCM-270/16) Moved by Councillor Brian Houston  
Seconded by Councillor Andrew Dowie

**THAT** a Notice of Call for Nominations for the 2016 Dr. Henri Breault Community Excellence Award and Donald "Donny" Massender Memorial Volunteer Award, as well as the 2017 Senior of the Year Award (Awards), be placed on the Town's website and Social Media (Facebook and Twitter pages), advertised in the local media, delivered to local charitable and non-profit organizations, displayed on the Town's LED sign, as well as posted in prominent locations in the Town's facilities;

**THAT** Nominations received for the Awards be considered at a Special Meeting of Council scheduled for Tuesday, November 22, 2016, at 6:00 p.m.;

**AND THAT** Corporate Services & Clerk Report No. 22/16, regarding the nomination and selection process for Awards, be received.

As recommended by the Director Corporate Services & Clerk under Report No. 22/16, dated July 21, 2016.

Carried

Director Corporate Services & Clerk, July 21, 2016, Report No. 23/16, Re: Advisory and Statutory Committees Call for 2016 Applications

Motion: (RCM-271/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Andrew Dowie

**THAT** the BIA Board of Management be composed of two (2) directors appointed by Council and seven (7) directors selected by a vote of the members of the improvement area and appointed by Council; and that one (1) member of Council be selected to act as a liaison between the Board and Council;

**AND THAT** The revised Committee/Local Board Application and Appointment Policy No. 4 be approved, as appended to Corporate Services & Clerk Report No. 23/16, dated July 21, 2016;

**AND THAT** A Notice of Call be issued for Applications for the:

- a. Committee of Adjustment;
- b. Tecumseh Accessibility Advisory Committee;
- c. Corn Festival Committee;
- d. Senior Advisory Committee;
- e. Youth Advisory Committee;
- f. Culture & Arts Advisory Committee;
- g. Heritage Committee; and
- h. Business Improvement Area Board of Management.

**AND FURTHER THAT** The Notice be posted on the Town's website, Facebook and Twitter page, advertised in the local media, displayed on the Town's LED signs and posted in prominent locations in the Town's facilities [i.e. Town Hall, Tecumseh Arena and Cada Library Complex]; and further that

**AND FURTHERMORE THAT** A Special Meeting of Council be held on Tuesday, November 22, 2016, at 6:00 p.m., to give consideration to the applications received before the October 31st deadline and to consider filling the vacancies on the referenced committees.

Carried

The Tecumseh Police Services Board's request to extend the term of the current Community Appointee through to and including December 1, 2018, is acknowledged. The members state no changes will be made to the Board appointments and recognize the 2016-2018 Council appointed member was previously notified.

Director Corporate Services & Clerk, July 21, 2016, Report No.24/16, Re: 2016 By-Election Councillor Ward 2 Update

Motion: (RCM-272/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**THAT** The Director Corporate Services & Clerk's Report No. 24/16 regarding a By-election for the Office for Councillor Ward 2, be received. As recommended by the Director Corporate Services & Clerk under Report No. 23/16, dated July 21, 2016.

Carried

Deputy Treasurer & Tax Collector, August 2, 2016, Report No.13/16, Re: Q2 2016 Budget Variance Report

Motion: (RCM-273/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Andrew Dowie

**THAT** Financial Services Report No. 13/16, 2016 Budget Variance Report - June 30, 2016, is received for information.

As recommended by the Deputy Treasurer & Tax Collector under Report No. 13/16, dated August 2, 2016.

Carried

Deputy Treasurer & Tax Collector, July 28, 2016 Report No.14/16, Re: Taxes Receivable - June 2016

Motion: (RCM-274/16) Moved by Councillor Brian Houston

Seconded by Councillor Rita Ossington

**THAT** Financial Services Report No. 14/16, Taxes Receivable – June 2016, be received for information.

As recommended by the Deputy Treasurer & Tax Collector under Report No. 14/16, dated July 28, 2016.

Carried

Manager Planning, August 2, 2016, Report No. 24/16 Re: Zoning By-Law Amendment, V.A.C. Management, 1415 Lesperance Road

Motion: (RCM-275/16) Moved by Councillor Brian Houston

Seconded by Councillor Rita Ossington

**THAT** The scheduling of a public meeting, to be held on Tuesday, September 13, 2016 at 6:00 p.m., in accordance with *The Planning Act*, for the application submitted by V.A.C. Management Inc. to amend the Tecumseh Zoning By-law 1746 by rezoning a 971.5 square metre (10,458 square foot) property located on the west side of Lesperance Road (1415 Lesperance Road), approximately 27 metres south of its intersection with Harbour Street, from “Residential Type Two Zone (R2-3)” to “Residential Type Two Zone (R2-25)” to permit the reconstruction of a general/professional office building, be authorized.

As recommended by the Manager Planning under Report No. 24/16, dated August 2, 2016.

Carried

Manager Planning, August 2, 2016, Report No. 25/16 Re: Town of Tecumseh New Official Plan, Sustainability Discussion Paper

Motion: (RCM-276/16) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**THAT** Planning and Building Services Report No. 25/16 and the document attached thereto entitled “Tecumseh New Official Plan Process, Sustainability Discussion Paper, August 2016”, as prepared by the Planning and Building Services Department, be received;

**THAT** the document entitled “Tecumseh New Official Plan Process, Sustainability Discussion Paper, August 2016”, be made available for agency and public consultation review;

**AND THAT** the scheduling of an Open House to be held in early September to allow for public and stakeholder review/comment on all 12 discussion papers, be authorized.

As recommended by the Manager Planning under Report No. 25/16, dated August 2, 2016.

Carried

Manager Engineering Services, July 19, 2016, Report No. 41/16, Re: North Talbot Road Sanitary Sewer Outlet Amendment to the Main and Lateral Charges By-law (2011-103)

Motion: (RCM-277/16) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Andrew Dowie

**THAT** Public Works and Environmental Services Report No. 41/16 titled "North Talbot Road Sanitary Sewer Outlet, Amendment to the Main and Lateral Charges By-Law (2011-103)" be received;

**AND THAT** Administration be authorized to proceed with a Public Information Centre to detail the charges to the additional property owners affected by the revisions in the North Talbot Road Sanitary Sewer service area;

**AND FURTHER THAT** Administration report back to Council with a summary of the Public Information Centre for consideration in preparing the Amendment to the North Talbot Road Sanitary Sewer Outlet Main and Lateral Charges By-Law (2011-103).

As recommended by the Manager Engineering Services under Report No. 41/16, dated July 19, 2016.

Carried

Director Public Works & Environmental Services, July 28, 2016, Report No. 44/16 Re: Tecumseh Gateway Signage on Highway 401

Motion: (RCM-278/16) Moved by Councillor Rita Ossington

Seconded by Deputy Mayor Joe Bachetti

**THAT** Public Works & Environmental Services Report No. 44/16 regarding gateway signage located in the Town of Tecumseh be received;

**AND THAT** The Town of Tecumseh Official Mark be approved for use on the gateway signs at the east and west entrances to the Town on Highway 401;

**AND FURTHERMORE THAT** Administration continue with the design and installation of the signs.

As recommended by the Director Public Works & Environmental Services under Report No. 44/16, dated July 28, 2016.

Carried

(RCM 14-11)

**BY-LAWS**

Motion: (RCM-279/16) Moved by Councillor Rita Ossington

Seconded by Councillor Brian Houston

**THAT** By-law No. 2016-53 Being a by-law to provide for the repair and improvements to the East Townline Drain.

Be given first and second reading.

Carried

(RCM 14-12)

**UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 14-13)

**NEW BUSINESS**

Speeding

Speeding concerns on Walker Road and a lack of courtesy for farm equipment on roadways are expressed. The use of a speed radar system is inquired.

It is noted that an application has been submitted by a resident for a speed reduction on Walker Road and it is inquired if the reduction is warranted. The Director Public Works

& Environmental Services advises that the County of Essex may have recent counts when the Environmental Assessment was completed. He notes speeding is common on open road areas and to reduce the speed through the area would be up to the County. He further notes that the Town can make a request to the County and follow up with them on the status of the application.

In response to a query, the Director Public Works & Environmental Services explains that narrowing pavement does tend to slow traffic, however usually only done in residential areas.

The Chief Administrative Officer advises that the Town will liaise with the OPP and notes that posting signage changes for enforcement is a normal course of action. He further states that, not unlike other reminders, information can be posted to the Town's website and social media sites.

It is further suggested that local media be contacted for assistance in the information campaign.

#### Junior Fire Training

A request is made for consideration by the Tecumseh Fire & Rescue Services for a four (4) day Junior Fire Training Program. It is suggested the program could run from 10:00 am to 4:00 pm, with an age limit of 10-15 years old. It is also suggested that a Junior CPR certification course be offered.

#### Essex Power Outages

Power outages have occurred on Jason Court and Estate Park. Information on the cause of the outage is requested from Essex Power Corporation.

It is noted that the cause is due to animal contact, particularly in high tree areas. Essex Power Corporation is looking at special saucers to prevent and reduce animal contact. The Mayor is to request a summary of the past three months of power outages and causes, with a comparison from prior year(s) from Essex Power Corporation.

#### Village Grove

A request is made for the weeds to be cut at the Lakewood development. The Director Planning & Building Services advises the complaint has been recorded in the Town's complaint system and is being reviewed.

#### Town Signage

A request is made for Town signs to be upgraded as needed. The Chief Administrative Officer advises all Town signs are now in the GIS system and will be routinely maintained.

#### AMO Conference

The Mayor is thanked for his years of service on AMO. As the outgoing President, he will be hosting over 400 delegates at the conference in August.

The Mayor extends his appreciation to Council, staff and his family for their support during his term as President.

Sympathy is extended to the Mayor on the loss of his sister.

#### Corn Festival

It is noted that the 41<sup>st</sup> Corn Festival will be the first time a member of the Ossington or Hayes family will not be volunteering on the Committee, representing an end to an era after 40 years of volunteering.

#### CUPE

CUPE's presence at the Regular Council Meeting is acknowledged. They are thanked for their decorum at the meeting, and the hope of them returning to work through a negotiated contract is reiterated.

(RCM 14-14)

**MOTIONS**

Motion: (RCM-280/16) Moved by Councillor Andrew Dowie

Seconded by Councillor Rita Ossington

**THAT** By-law 2016-61, being a by-law to confirm the proceedings of the August 9, 2016 regular meeting of the Council of The Corporation of the Town of Tecumseh;

Be given first, second, third and final reading.

Carried

(RCM 14-15)

**NOTICES OF MOTIONS**

There are no Notices of Motion.

(RCM 14-16)

**NEXT MEETING**

The next Regular Council meeting will be held on Tuesday, September 13, 2016, at 7:00 p.m.

A Public meeting of Council will be held at 6:00 pm on Tuesday, September 13, 2016 regarding the ZBA 1415 Lesperance Rd

A Court of Revision meeting will be held on Tuesday, September 13, 2016, at 6:30pm regarding the East Townline Drain (Pike Creek)

(RCM 14-17)

**ADJOURNMENT**

Motion: (RCM-281/16) Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**THAT** there being no further business the August 9, 2016, regular meeting of Council now adjourn at 8:02 pm.

Carried

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

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



## TOWN OF LAKESHORE

---

419 Notre Dame St.  
Belle River, ON N0R 1A0

July 12, 2016

Via Email

To: All Municipalities in the Province of Ontario

**RE: SUPPORT OF RESOLUTION – DEBT INCURRED FROM THE 2015 PAN  
AM AND PARAPAN AM GAMES**

---

At their meeting of June 14, 2016 the Council of the Town of Lakeshore duly passed the following resolution.

***That:***

***A letter requesting support be forwarded to all Ontario municipalities to suggest that the \$342 million additional costs incurred for the Pan Am and Parapan Am Games should be funded by the City of Toronto.***

**Motion Carried Unanimously**

Should you require any further information regarding the above, please contact the undersigned.

Yours truly,

Mary Masse  
Clerk

/cl

MB2016

Ministre de l'Environnement et  
du Changement climatique



Minister of Environment  
and Climate Change

Ottawa, Canada K1A 0H3

AUG 02 2016

COMMUNICATION  
Correspondence 7.1.1

His Worship Drew Dilkens  
Mayor of the City of Windsor  
mayoro@citywindsor.ca

Dear Mr. Mayor:

Thank you for your letter of May 10, 2016, regarding Windsor City Council's Decision Number CR204/2016 in support of the Essex Town Council's resolution about the proposed Marathan Oil Refinery expansion in Detroit, Michigan.

The Government of Canada is committed to providing clean air and healthier communities for Canadians. As you are no doubt aware, air quality is monitored on a daily basis by federal, provincial and territorial governments through monitoring programs such as the National Air Pollution Surveillance and the Canadian Air and Precipitation Monitoring Network. The Government is also committed to working with provinces and territories to set stronger air quality standards that will improve air quality and protect the health of Canadians and the environment. Canada continues to work with the United States to address transboundary air pollution under the Canada-United States Air Quality Agreement.

During the past months, the Government of Canada has been monitoring the permit applications submitted for the proposed changes to the Marathan Oil Refinery. As you noted, Marathon Petroleum Corporation had committed to amend its proposal to reduce the pollutants associated with the proposed changes. The revised permit application submitted by the company includes measures, enforceable by Michigan's Department of Environmental Quality, that are now projected to result in a decrease in sulphur dioxide emissions of *1 short tonne per year from current levels. These measures are also expected to reduce the nitrogen oxides and sulphuric acid emissions from current levels by 6.6 and 0.5 short tonnes per year, respectively.* On May 26, 2016, the Department of Environmental Quality approved this permit application.

Environment and Climate Change Canada officials are taking actions to address transboundary air quality issues, including the expected modifications of the Marathon Oil Refinery in Detroit, with their counterparts in the United States, the State of Michigan, and the Government of Ontario through informal consultations

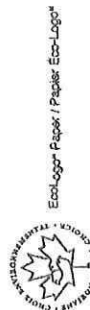
.../2

Canada

CITY OF WINDSOR  
COUNCIL SERVICES

AUG 08 2016

RECEIVED



- 2 -

under the Canada-United States Air Quality Agreement. As part of that work, the Department's scientists will evaluate the impacts of the expected changes to the Marathon Oil Refinery on Canadian air quality and continue to monitor the situation.

I appreciate being made aware of the Windsor City Council's views. Please accept my best regards.

Sincerely,

A handwritten signature in black ink, appearing to read 'C McKenna', with a stylized flourish at the end.

The Honourable Catherine McKenna, P.C., M.P.



**NOTICE OF OPEN HOUSE AND COMPLETE APPLICATION**  
**FILE: Zoning By-law (Temporary Use) Amendment ZBA-27-2016**  
**UNDER THE PLANNING ACT**

August 11 2016

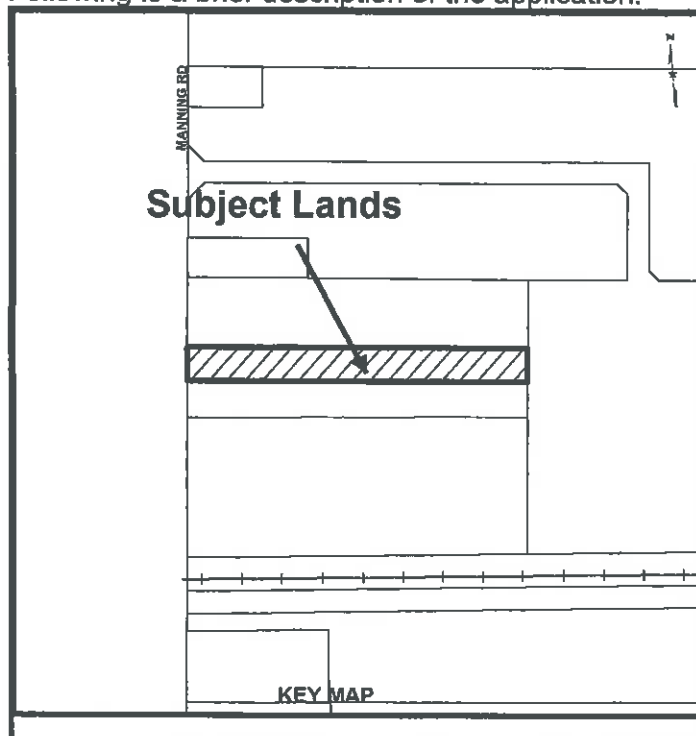
The Town of Lakeshore has received a zoning by-law (temporary use) amendment application by Ramandeep Singh Dhaliwal (**File No: ZBA-27-2016**) for the lands at 2124 Manning Road (County Road 19) identified below in the key map, which has the effect of the following:

The subject lands are designated "Urban Reserve" in the Town of Lakeshore Official Plan and zoned "UR-2, Urban Reserve Exception 2" in the Town of Lakeshore Zoning By-law. The applicant has applied for a "temporary use" zoning by-law amendment (maximum of (3) three years) to permit the parking of (5) five semi-truck/ trailers on a gravel parking lot (100' x 300') located within the rear yard as well as erect a "temporary" pool house cover/ structure (40' x 60') over the existing in-ground pool.



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

Following is a brief description of the application:



**Location:**

The subject property(s) are located at 2124 Manning Road (County Road 19), which is located on the east side of the road allowance in the Town of Lakeshore (former Community of Maidstone).

**An OPEN HOUSE will be held on:**

**Date:** Tuesday, August 30, 2016  
**Time:** 5:30 pm to 7:00 pm  
**Location:** Town of Lakeshore Council Chambers  
419 Notre Dame Street,  
Belle River

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**AUG 17 2016**

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

ANY PERSON may attend the **Open House** to discuss their comments and concerns with the applicant and municipal planning staff on **August 30, 2016, or by calling directly to 519-728-1975 ext. 286.**

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

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

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

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

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

**DATED AT THE TOWN OF LAKESHORE THIS 11<sup>th</sup> DAY OF AUGUST 2016.**

Information or questions may be directed to:

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



## Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario, N9H 1S4

Phone: 519-969-7770 Fax: 519-969-4469 www.town.lasalle.on.ca

Agatha Armstrong, Deputy Clerk

RECEIVED

AUG 22 2016

Town of Tecumseh

August 17, 2016

Union Gas, Head Office  
50 Keil Drive North  
PO Box 2001  
Chatham, Ontario  
N7M 5M1  
Att: Steve Baker, President

Dear Mr. Baker:

**RE: CARBON GAS TAX ON UNION GAS BILL**

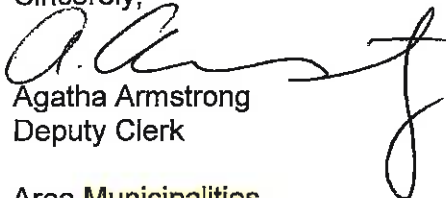
On August 9, 2016 Town of LaSalle Council gave consideration to correspondence received from the office of Premier Wynne regarding the Climate Change Action Plan, its partnership with Union Gas and their commitment to create a low-carbon economy. During this meeting Council adopted the following resolution which is being brought forward to the attention of your office:

***MOVED: Councillor Burns,  
SECONDED: Councillor Akpata***

***301/16 - That Union Gas Company BE REQUESTED to separate charges on future Union Gas Bills specifically integrating a separate line for the Carbon Gas Tax, and that this resolution BE CIRCULATED to all County Municipalities with a request for support.***

Thank you for receiving our correspondence, we look forward to hearing from your office regarding this item of concern.

Sincerely,



Agatha Armstrong  
Deputy Clerk

**Area Municipalities**

cc: Town of Tecumseh  
cc: Town of Amherstburg  
cc: Town of Essex  
cc: Town of Kingsville  
cc: Town of Lakeshore  
cc: Municipality of Leamington





*Working for Municipalities*

RECEIVED

SEP 06 2016

Town of Tecumseh

**ONTARIO  
GOOD ROADS  
ASSOCIATION**

1525 CORNWALL ROAD, UNIT 22  
OAKVILLE, ONTARIO L6J 0B2  
TELEPHONE 289-291-6472  
FAX 289-291-6477  
[www.ogra.org](http://www.ogra.org)

August 30, 2016

Town of Tecumseh  
917 Lesperance Road  
Tecumseh ON N8N 1W9

Attention: Mayor & Members of Council

Re: OGRA Conference, February 26 – March 1, 2017, Fairmont Royal York Hotel

OGRA has received numerous letters from municipalities endorsing a resolution from the Township of South-West Oxford regarding ROMA's decision to end the OGRA/ROMA Combined Conference partnership. OGRA would like to take a moment to set the record straight.

The OGRA Board of Directors was surprised and disappointed by ROMA's unilateral decision to revert back to running a separate conference, thus ending a very productive, 17 year partnership that served Ontario municipalities well. The Combined Conference was a major success that strengthened both organizations. OGRA remains open to re-establish the Combined Conference partnership with ROMA because that is the best way for both organizations to serve their municipal members.

That said, we also want to take a moment to assure you that the 2017 OGRA Conference will continue to offer a diverse cutting edge program for our delegates. We can confirm that:

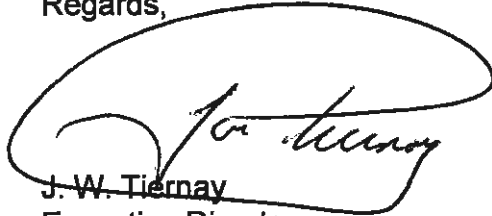
- A number of world class keynote speakers have confirmed their attendance;
- The concurrent sessions will cover the wide spectrum of municipal issues and will continue to be both thought-provoking and applicable to OGRA's municipal members;
- For the third consecutive year, OGRA will convene the Small Town Forum;
- OGRA's Emerging Municipal Leaders Forum will also be held for the third straight year;
- OGRA intends to hold a Ministers' Forum and are in discussions with the Ministry of Municipal Affairs regarding the scheduling of delegations during the

- conference. The fact that the OGRA Conference will be held later in February when the legislature is sitting, will no doubt facilitate Provincial participation;
- The trade show will be substantially enhanced;
- Additional meals will be included in the basic registration fee; and
- Registration fees will be unchanged from 2016 rates.

Should you or any members of your council have any questions, I would encourage to you contact us.

On behalf of the OGRA Board of Directors, we hope to see you at the 2017 OGRA Conference in Toronto, February 26<sup>th</sup> – March 1<sup>st</sup>, 2017.

Regards,



J. W. Tiernay  
Executive Director



Dear Mayor and Members of Council,

The Federation of Canadian Municipalities (FCM) is creating the official network of Canada 150 Community Leaders which presents a unique opportunity for local leaders across the country to get involved in the 150<sup>th</sup> anniversary of Confederation.

We are launching the Canada 150 Community Leaders network with an invitation to designate one or more leaders from your municipality. These individuals will serve as your local representatives at Canada 150 events in your community, as a touchpoint to share Canada 150 information and inspiration, and to be members of a legacy network that extends well beyond 2017.

A member of council can become a Community Leader or a prominent community representative can be identified. You can also choose more than one individual, ensuring a strong representation from your municipality.

To help you identify a community leader we have developed the Canada 150 Community Leader web page at [www.fcm.ca/Canada150](http://www.fcm.ca/Canada150). There you will find additional information and a form to submit your Community Leader's name.

I encourage you to review the information and to submit the name of your Community Leader in one of the following ways:

- Complete the [online form](#).
- Send us an [email](#) with the name of your Community Leader and their contact information.

Please send us the name(s) of your Community Leader(s) **by October 15**.

We hope you will join us in bringing municipal voices to the forefront for the year-long celebrations, and for years to come.

Sincerely,

Clark Somerville  
FCM President and Regional Councillor, Halton Hills

Find us: [f](#) [in](#) [t](#) [v](#)

**FCM**

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September 8, 2016

Laura Moy  
Director, Staff Services/Clerk  
Town of Tecumseh  
917 Lesperance Road  
Tecumseh, ON N8N 1W9

Dear Ms. Moy:

I am writing on behalf of the Board of Directors of the Rural Ontario Municipal Association (ROMA) in response to your recent letter. We appreciate that some Councils are still absorbing the decision to host a dedicated ROMA conference in 2017.

There's no doubt that change isn't easy. ROMA's Board considered the many implications of a new approach to the annual conference. Ultimately, we could not ignore the call for a stronger rural voice, given the broad range of significant challenges facing rural municipal governments. Put simply, our needs are too great to share the stage any longer. We need to host a dedicated forum that gives rural matters the attention that's needed.

We are determined to hold the most rural-focused conference in Ontario in 16 years. We are moving forward with programming and last week we sent information that demonstrates the depth and breadth of rural matters that a dedicated rural conference will be able to address.

The Ontario Good Roads Association will continue to host its conference, focused on its transportation mandate, which stretches across all municipal governments, urban and rural, big and small.

We are encouraged that hundreds of rural municipal officials share our conviction that a dedicated ROMA Conference will help advance our interests and have already registered to attend. Many rural municipalities are finding efficient ways to manage participation according to the interests and focus of their staff and Councillors.

Our approach has caught the attention of the provincial government and the legislature as a whole. Opposition leaders have confirmed attendance and further announcements detailing provincial participation are forthcoming. For the first time in well over a decade, we will have their undivided attention. We on the ROMA Board believe that is both highly effective and efficient.

If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink that reads "Ronald E. Holman".

Ronald Holman  
Chair, ROMA  
Mayor, Township of Rideau Lakes



## THE CORPORATION OF THE TOWNSHIP OF CARLOW/MAYO

3987 Boulter Road, General Delivery  
Boulter, Ontario KOL 1G0  
Tel: (613) 332-1760 Fax: (613) 332-2175  
Monday to Thursday 9:00 a.m. to 5:00 p.m.

Arlene Cox – Clerk-Administrator/Deputy Treasurer  
Email – [clerk@carlowmayo.ca](mailto:clerk@carlowmayo.ca)

Jenny Snider –Treasurer /Deputy Clerk  
Email – [treasurer@carlowmayo.ca](mailto:treasurer@carlowmayo.ca)

Ed Whitmore – Chief Building Official  
Direct Line – (613) 332-8207  
Email – [cbo@carlowmayo.ca](mailto:cbo@carlowmayo.ca)

2016 08 17

The Honourable Steven Del Duca  
Minister of Transportation  
Unit 3 5100 Rutherford Road  
Woodbridge, Ontario  
L4H 2J2

Dear Minister Del Duca:

I am writing today to urgently request your support regarding Bill 171, Highway Traffic Amendment Act (Waste Collection Vehicles and Snow Plows), 2016.

The Council of the Township of Carlow/Mayo considers this Bill to be an important initiative that will save lives and ensure that workers whose jobs take place in roadways are made safer.

The following quotation from the Milestones Magazine highlights the concerns in our municipality:

“For many of these workers, their workplace is a vehicle and the edge of the road where there is increased risk from careless and distracted drivers and rear end collisions. The increased risk, resultant injuries and fatalities that are associated with this kind of work are a problem across North America. This Bill would bring Ontario in line with other jurisdictions that have already protected similar workers.” OGRA MILESTONES Spring/Summer 2016

We strongly agree with the above quoted statement as our operators have been involved in motor vehicle accidents due to the inattention and distraction of the public.

Our operators should be treated the same as the O.P.P., EMS and Fire because we also provide essential service to the public.

Yours truly,

Bonnie Adams  
Reeve of the Township of Carlow/Mayo

Copy – All Ontario Municipalities



## MINUTES OF THE COURT OF REVISION MEETING FOR THE MALDEN ROAD DRAIN WEST

A meeting of the Court of Revision for the Malden Road Drain West was held on Tuesday, August 9, 2016, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 5:30 p.m.

(CR 3-1)

### **ORDER**

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

(CR 3-2)

### **ROLL CALL**

Present:	Mayor	- Gary McNamara, Member
	Deputy Mayor	- Joe Bachetti, Member
	Councillor	- Andrew Dowie, Member
	Councillor	- Brian Houston, Member
	Councillor	- Tania Jobin, Member

Also Present:

Chief Administrative Officer	- Tony Haddad
Director Corporate Services & Clerk	- Laura Moy
Deputy Clerk	- Tatiana Dafoe
Director Public Works & Environmental Services	- Dan Piescic
Manager Engineering Services	- Phil Bartnik
Drainage Superintendent	- Sam Paglia
Councillor	- Rita Ossington
Administrative Assistant to the Director Corporate Services & Clerk	- Anne Kantharajah

(CR 3-3)

### **PECUNIARY INTEREST**

None declared

(CR 3-4)

### **INTRODUCTION AND PURPOSE OF MEETING**

The purpose of the Court of Revision is to hear any owner who wishes to appeal his/her assessment or any part thereof as set out in the Drainage Report prepared by Dillon Consulting, dated June 24, 2016, for the drain enclosure on the Malden Road Drain West (Report) by Provisional By-law No. 2016-52, in accordance with the *Drainage Act*.

(CR 3-5)

### **DELEGATIONS**

Mark Hernandez

Mark Hernandez, Drainage Engineer, is present to address any questions.

There are no delegations present.

## COMMUNICATIONS

- A. Notice of First Sitting of Court of Revision, July 19, 2016 Re: Malden Road Drain West
- B. Drainage Superintendent, July 15, 2016, Report No. 50/16 Re: Malden Road Drain West – Consider Engineer’s Drainage Report
- C. By-law No. 2016-52, being a bylaw to provide for the repair and improvements to the Malden Road Drain West

Motion: (CR-06/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

**THAT** Communications, listed as Items A through C on the August 9, 2016, Court of Revision Agenda, be received.

Carried

**ADJOURNMENT**

Motion: (CR-07/16) Moved by Councillor Brian Houston  
Seconded by Councillor Tania Jobin

**THAT** there being no further business to discuss, the August 9, 2016, Court of Revision Meeting now adjourn at 6:05 p.m.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

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

A meeting of the Cultural & Arts Advisory Committee for the Town of Tecumseh was scheduled to be held on Tuesday, August 30, 2016, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 pm.

(CAA 10-1)

### **ORDER**

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

(CAA 10-2)

### **ROLL CALL**

Present:	Deputy Clerk	- Tatiana Dafoe
Absent:	Chair	- Jerome Baillargeon
	Vice-Chair	- Ian Froese
	Member	- Rhonda Dupuis
	Councillor	- Rita Ossington
	Councillor	- Andrew Dowie
	Member	- Dwayne Ellis

(CAA 10-3)

### **DISCLOSURE OF PECUNIARY INTEREST**

(CAA 10-4)

### **DELEGATIONS**

None.

(CAA 10-5)

### **COMMUNICATIONS**

#### Minutes

- a) Cultural & Arts Advisory Committee Meeting held June 20, 2016.
- b) Cultural & Arts Advisory Committee Meeting held July 18, 2016

Motion: (CAA-27/16) Moved by  
Seconded by

**THAT** the Minutes of the Cultural & Arts Advisory Committee meeting held June 20 and July 28, 2016, be approved.

Carried

#### Communication for Information

- c) Maureen Adamson, Deputy Minister of Tourism, Culture and Sport, email dated July 21, 2016.

Motion: (CAA-28/16) Moved by  
Seconded by

**THAT** the correspondence from Maureen Adamson, Deputy Minister of Tourism, dated July 21, 2016, regarding Ontario's First Culture Strategy be received.

Carried

(CAA 10-6)

### **REPORTS**

None.

(CAA 10-7)

### **UNFINISHED BUSINESS**

#### 2016 Culture Days

(CAA 10-8)

**NEW BUSINESS**

2017 Budget

(CAA 10-9)

**NEXT MEETING**

The next meeting of the Cultural & Arts Advisory Committee will be held on Monday, September 12, 2016, at 7:00 pm, in the Sandwich South Room, Tecumseh Town Hall.

(CAA 10-10)

**ADJOURNMENT**

Motion: (CAA-29/16) Moved by

Seconded by

**THAT** there being no further business, the August 30, 2016, meeting of the Cultural & Arts Advisory Committee be adjourned at \_\_\_\_ pm.

Carried

---

Jerome Baillargeon, Chair

---

Ian Froese, Vice-Chair

# TOWN OF TECUMSEH BUSINESS IMPROVEMENT AREA (TOTBIA)

## BOARD OF MANAGEMENT MEETING

Wednesday, July 20, 2016 at the hour of 7:00 PM held at the Public Works Building

Located at 1189 Lacasse Blvd. Tecumseh, ON | BIA Office Phone: 519-735-3795

---

## A G E N D A

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **DISCLOSURE OF PECUNIARY INTEREST**
4. **DELEGATIONS** (15-20 minutes)
  - 4.1. Teanna Lindsay, owner of Teanna Lindsay Events, Night Markets
5. **COMMUNICATIONS** (5 minutes)
  - 5.1. Minutes
    - 5.1.1. Board of Management Minutes: June 15, 2016
6. **REPORTS** (5-15 minutes for each report)
  - 6.1. Chair
  - 6.2. Treasurer's Report
    - 6.2.1. Month End Financial Reports:
      - 6.2.1.1. June 2016
  - 6.3. Coordinator Report
  - 6.4. Council Report
7. **COMMITTEES** (5-15 minutes for each report)
  - 7.1. Night Market
  - 7.2. Fall Into Health Day
8. **UNFINISHED BUSINESS** (5 minutes)
  - 8.1. Areas of Responsibility
  - 8.2. Town of Tecumseh BIA Constitution Draft
9. **NEW BUSINESS** (10 minutes)
10. **NEXT MEETING – August 10, 2016**
11. **ADJOURNMENT**

### Board Members:

Paul Bistany, Treasurer  
Candice Dennis, Chair  
Joseph Fratangeli, Director  
Maureen Harris, Director

Daniel Hofgartner, Director  
Tony Nehme, Director  
Linda Proctor, Director  
Andrew Dowie, Councillor Ward 1

**BIA Staff** – Paula Rorai, Coordinator, Minute Taker

A meeting of the Town of Tecumseh BIA (TOTBIA) Board of Management meeting held as of *Wednesday, July 20, 2016* at Public Works Building, 1189 Lacasse Blvd., Tecumseh, ON, at the hour of 7:00 PM.

**(TOTBBM-1-7)**

**CALL TO ORDER**

The meeting was called to order at 7:03 p.m. by Candice Dennis, Chair

**(TOTBBM –2-7)**

**ROLL CALL**

***Present:***

Chair	Candice Dennis
Treasurer	Paul Bistany
Councilor	Andrew Dowie
Director	Linda Proctor
Director	Maureen Harris
Director	Daniel Hofgartner
Regrets:	
Vice Chair	Tony Nehme
Director	Joseph Fratangeli

***Absent:***

***Guest:***

Minute Taker:	Coordinator	Paula Rorai
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**(TOTBBM – 3-7)**

**DISCLOSURE OF PECUNIARY INTEREST** - None Stated.

**(TOTBBM – 4-7)**

**DELEGATIONS/PRESENTATIONS** – Teanna Lindsay, owner of Teanna Lindsay Events gives an update on both the June 24<sup>th</sup> and July 15<sup>th</sup> Tecumseh Night Markets to the Board. The June 24<sup>th</sup> had over 2500 in attendance and was a great success however the July 15<sup>th</sup> had only 700 in attendance due to St. Anne Parish having an event on the same night and closed its parking lot to the public. There was a lot of vehicle traffic slowly driving by the Night Market but due to lack of parking did not attend. It is Teanna's observation that the residents of Tecumseh are used to having adequate parking when attending local events and therefore recommends that the August and September Night Markets be held at a different location that will provide adequate parking. Councilor Dowie recommends the municipal parking lot in front of Tecumseh Auto Spa that is next to Buckingham Reality on Tecumseh Rd. E. and will inquire with Town Administration on the availability of utilizing the Town Shuttle to transport people from the Town Arena parking lot and the Municipal parking lot in front of the Legion on Lesperance Rd. Ms. Lindsay also recommends that the success of the Night Markets is highly dependent on local businesses advertising the Night Markets on their social media. P. Rorai asks if a separate ad for the Tecumseh Night Markets for August be designed to include the new location, the Motown entertainment, maps of the various public parking lots and if available; the shuttle.

**(TOTBBM – 5-7)**

**COMMUNICATIONS**

**5.1 BIA Board of Management Meeting Minutes**

<b><u>Motion:</u> (BBM-26/16)</b>	Moved by:	Director M. Harris
	Second by:	Treasurer P. Bistany

**THAT the minutes of the Town of Tecumseh BIA General Meeting held on June 15, 2016, be approved as distributed.**  
**CARRIED.**

**(TOTBBM – 6-7)**

**REPORTS**

**6.1 CHAIR REPORT:** No report at this time.

**6.2 TREASURER REPORT:** P. Bistany reports on the following month end financials:

## Treasurer's Report as of June 30, 2016

BIA Operating Account (8111130) Bank Balance stands at:		\$	59,127.25
Outstanding		\$	3,047.72
BIA Ledger Balance stands at:		\$	56,079.53
BIA Reserve Account - Opened on September 20, 2012 stands at:		\$	-
BIA Petty Cash stands at::		\$	195.69
Receivables'	BIA	\$	
BIA Liabilities and Equity at:	June 30, 2016	\$	62,425.35
Year To Date Levy Tax Requisition:	1st Quarter @ March 31, 2016	\$	30,181.00
	2nd Quarter @ June 30, 2016	\$	24,319.00
	3rd Quarter @ September 30, 2016	\$	
	4th Quarter @ December 31, 2016	\$	
	<b>Total to Date;</b>	\$	<b>54,500.00</b>

### Instalments are due March 31, June 30, September 30, December 31

Total Tax Levy received for the 2015 fiscal year **\$117,883.89**

Total Tax Levy received for the 2014 fiscal year **\$119,496.93**

Total Tax Levy received for the 2013 fiscal year **\$105,270.54**

#### Motion: (BBM-27/16)

Moved by: Director D. Hofgartner

Second by: Director L. Proctor

**THAT the Month End Treasurer's Report as of June 30, 2016, be accepted as distributed and filed for audit.**

**CARRIED.**

#### **6.3 COORDINATOR REPORT** - P. Rorai reports on the following:

- 6.3.1** On behalf of the Hebert and Rorai families, please accept our heartfelt appreciation for the condolences made by the Board of Management regarding my recently deceased son-in-law Michael Hebert and the contribution to my granddaughters' educational trust fund. P. Rorai hands a Thank You note to the Chair from Christina Hebert.
- 6.3.2** Reads a letter from the Tecumseh Corn Festival Chairperson, David Lozinsky thanking the Tecumseh BIA support for the 41<sup>st</sup> Tecumseh Corn Festival through a \$500 sponsorship.
- 6.3.3** Reports on The Great Waterfront Trail Adventure (Erie to Huron) that will take place on August 7<sup>th</sup> to 12<sup>th</sup>. The GWTA is an annual, fully supported, six-day recreational cycling holiday. It is a showcase of 84 communities connected by the 1600 km Great Lakes Waterfront Trail and is a great way to build Ontario Southwest's reputation as a cycle tourism destination. 2016 together with 150 cycle tourists from Canada, the United State and Australia will be participating in the Great Lakes Waterfront Trail to Pelee Island and Lake Huron. Mayor Gary McNamara or his representative is invited to present a municipal pin to the 2016 Honorary Tour Director and Ambassadors at the Riverside Dr. rest stop (Lakewood Park North) hosted by the Tecumseh BIA at 9:00 AM on Tuesday, August 9<sup>th</sup>. The BIA will provide water jugs for the cyclists to refill their water bottles and possibly some health snacks i.e. apples, bananas, etc. The organizer of the GWTA, Marlaire Koehler is

asking for a member of the BIA Board and me to be available at Lakewood Park on August 9<sup>th</sup> to meet and greet the Director and Ambassadors and take pictures. P. Rorai asks the Board if any member would be available that day and D. Hofgartner offers to help with setting up and attending along with L. Proctor and C. Dennis offers to bring volunteers from Blackburn radio to help and give out promo item.

- 6.3.4** Reports that at the regular Council meeting on Tuesday, July 26<sup>th</sup>, a report asking for exemption from both the Noise and Sign By-Law for the 2nd Annual Fall Into Health Day Fair hosted by the BIA will be on the agenda. P. Rorai asks if there is any Board member who will be available to attend this Council meeting along with her to make a brief presentation to Council on the Health Fair. The Chair asks Councilor Dowie what is the proper procedure to ask Council to approve exempting all park fees for this event since the BIA is non-profit, purpose of event is to promote local businesses and all surpluses of funds are allocated to future streetscaping projects that enhance the Town. Councillor Dowie suggests sending a formal request to the Clerk informing that as delegates at the July 26<sup>th</sup> RCM the BIA will be asking for exemptions on all park fees. P. Rorai will send a message to the Clerk on Thursday, July 21<sup>st</sup> morning.

#### **6.4 COUNCIL REPORT - Councillor Dowie reports on items from Council's meetings:**

##### **6.4.1 From June 28<sup>th</sup> Meeting:**

- Begin with a delegation from Tourism Windsor-Essex Pelee Island from Gordon Orr and Lynnette Bain spoke about the 2016/17 TWEPI Visitor Guide and various Tourism Windsor-Essex Initiatives.
- Paul Morand will be present to be recognized as the 2016 Senior of the Year Award. Leslie Furlan, Corn Festival Committee Member, will be recognized for her contributions to the Tecumseh Corn Fest, having received a Festivals and Events Ontario Certificate of Recognition for Significant Contribution. The Tecumseh Heritage Advisory Committee will be recognized for having received the Ontario Historical Society's B. Napier Simpson Jr. Award Presentation in recognition for their work in protecting the Banwell Road Black Settlement.
- Karen Howard, Rotary Club 1918 will speak regarding the application for noise and sign by-law exemptions for the Rotary Club Fish Fry
- Resolution Climate Change Action Plan. Essex County Council has sent a letter to the Premier expressing concern for efforts to restrict the use of Natural Gas and other inexpensive means of home heating in favour of supply through electricity.
- Request to Amend Provincial Policy on Autism IBI Therapy. The Town of Oakville has formally requested the following from the Province of Ontario and Administration recommends support:
  - Ensure families leaving the current IBI waitlist that the level of intervention their child needs will be provided through the transition and under the new delivery model;
  - Ensure that all children are assessed equally for the level of intensive therapy they need regardless of age;
  - Ensure oversight by professionals and parents based on 'development progress' criteria and milestones; and
  - Consider a transitory Direct Funding Offering model to accompany the current Direct Service Offering Model.
- Accessible Customer Service Policy Review. This report proposes updates to the Accessible Customer Service Policy, namely:
  - Training for all workers and volunteers
  - New definitions for "Assistive Device" and "Regulated Health Professional";
  - Written confirmation for the need of a service animal now includes an array of regulated health professionals;
  - Clarity that a support person is a person to accompany someone with a disability for the purposes of health or safety and in consultation with the person. If it's determined a support person is required, the fee or fare (if applicable) for the support person must be waived;
  - Ensuring feedback process is in an accessible format
  - Public distribution of the policy
- Declaration of the Office for Councillor Ward 2 as Vacant and Methods to Fill the Vacancy. It is recommended that Councillor Mike Rohrer's seat be declared vacant and that Council determines the means of replacing him. The two options are to appoint a person to the seat - the second place finisher in the election, however, isn't eligible - or hold a By-Election. The most recent example of a By-election was in 2013 in the City of Windsor for Ward 7. Costs are \$1,500 and \$15,000, respectively. The process for either finalizing an appointment or holding a By-election would begin in or around September.
- Tecumseh Terry Fox Run 2016. Administration is recommending consideration of waiving park fees for the Tecumseh Terry Fox Committee for use of Green Acres Park and the Optimist Community Centre.
- Windsor Sports and Culture Club Park Rental 2016. The Windsor Sports and Culture Club is requesting relief from the Noise By-law in order to operate loud speakers or sound amplifying equipment at McAuliffe Park on Saturday, August

27, 2016, from 10:00 a.m. to 8:00 p.m. for live band performances / entertainment during their annual community event celebration.

- Official Plan Amendment and Zoning Bylaw Amendment, Lakeview Montessori School, 116 St. Marks Road. Administration is recommending that Tuesday, July 26, 2016 at 5:15pm be designated for the Public Meeting required as part of the rezoning process for Lakewood Montessori School. They are proposing to build a new gym/auditorium on property that is currently zoned for residential, which was formerly the St. Mark's Church Rectory.
- Tecumseh Road Main Street Community Improvement Plan, Financial Incentive Program Grant Application, Planning Application and Permit Fee Grant Program and Development Charges Grant Program, 1300/1310 Lesperance Road (1614840 Ontario Ltd.). Administration is recommending approval of grants in the amount of \$2,000 from the Planning Application and Permit Fee Grant Program, and \$80,784.00 from the Development Charges Grant Program. This is a 6 unit apartment building being constructed at Lesperance and Lanoue that reflects an in-fill development and that adheres to the urban design guidelines set out in the Community Improvement Program.
- Town of Tecumseh New Official Plan Transportation Discussion Paper, June 2016. Administration is releasing the tenth of 12 discussion papers for Transportation matters in the future Tecumseh Official Plan. It is intended to align the recent Tecumseh Transportation Master Plan with the Official Plan which provides legal framework for planning decisions. It is envisioned that a broader, complete streets approach will be incorporated favouring more transit, cycling and walking options in a manner accessible to everyone and to rebalance our priority for motor vehicles throughout the Town. Traffic Calming is also discussed.
- 2016 Sidewalk Extension Program - Tender Award 38-16 PWES 2016 Sidewalk Extension Tender Award\_062816. Piracenzi Construction is being recommended to construct the sidewalk program for this year at a tender cost of \$38,860. The sidewalks to be constructed are:
  - South side of Riverside Drive 12439 Riverside to Lacasse Blvd. 105m
  - South side of Little River Boulevard Arrowhead Park to Lesperance Rd. 203m
  - South side of St. Denis Street Carling Park to Lacasse Blvd. 43m
  - East side of Lacasse Boulevard Along the Bonduelle Parking lot 45m
  - East side of Lesperance Road 2100 Lesperance to Abraham Cole Park 12m

#### 6.4.2 From July 12th Meeting:

Delegations were:

1. Celeste O'Neil Re: Essex Region Greenway Trail and South Talbot Road
  2. Melanie Gosselin for Marlene O'Neil, 1185604 Ontario Inc. Re: Essex Region Greenway Trail
  3. Ed Hooker, Solicitor and Richard Wyma, CEO and Kevin Money, Director Conservation Services, ERCA Re: Essex Region Greenway Trail
- Carolyn Langley, Clerk, West Lincoln, Letter dated June 28, 2016 Re: Mandatory Municipal Consent for Future Renewable Energy Projects. West Lincoln has asked the province to require mandatory municipal approval for renewable energy projects so solar farms and wind turbines would not be installed where they are not wanted. Administration does not recommend supporting.
  - Mike Palecek, National President, CUPW. Letter dated June 6, 2016. Re: Federal government reviewing our public postal service - Have your say! The Canadian Union of Postal Workers is requesting that the Town resolve to participate in the forthcoming parliamentary review of Canada Post. Administration does not recommend supporting.
  - Director Corporate Services & Clerk, June 6, 2016, Report No. 16/16 Re: Declaration of the Office for Councillor Ward 2 as Vacant and Methods to Fill the Vacancy. Council will decide whether to begin the process for a by-election or for an appointment to fill the Council vacancy resulting from the passing of Councillor Mike Rohrer.
  - Director Corporate Services & Clerk, June 30, 2016, Report No. 19/16 Re: Essex Region Greenway Trail Extension Land Acquisition from the Congregation of the Order Antonin Maronite. This is an agreement to purchase lands required for the Trail connection.
  - Director Fire Services & Fire Chief, July 5, 2016, Report No. 04/16 Re: Cyanide Antidote Deployment Agreement. This report recommends that Tecumseh participate in a Pre-Hospital Joint Operational Cyanide Antidote Deployment Agreement; and that an antidote for cyanide, present in burning insulation, furniture coverings, carpets and plastics, be purchased for an initial purchase cost of \$810 with ongoing replacement of the Cyanide antidote approved and funded from the Fire Services Equipment Budget.
  - Development Co-ordinator, July 1, 2016, Report No.17/16 Re: Sumatara - Estates of Lakewood Park Development, Placing of Services on Maintenance. With construction complete of the new residential roads (Hayes Avenue and Lakewood Crescent) south of Lakewood Park, Administration is recommending that the one year contractor maintenance period begin prior to acceptance of the roads by the Town.

- Director Planning & Building Services, July 6, 2016, Report No. 18/16 Re: Official Plan and Zoning By-Law Amendments Del Duca Industrial Park Ltd. Administration is recommending that a public meeting be scheduled for Tuesday, August 9, 2016 at 5:00 p.m., to consider a rezoning for a 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8th Concession/North Talbot Road intersection. Long-term, the lands are proposed to be “Hamlet Development” which would change to “Business Park”; and the rezoning would be from “Agricultural Zone (A)” to “Industrial Zone (M1)” to facilitate the development of the lands for an industrial subdivision/business park. The land is on North Talbot just west of Weston Park.
- Manager, Engineering Services, July 6, 2016, Report No. 35/16 Re: Tecumseh Road Main Street CIP - Streetscape Plan and Design Revised Scope & Budget Update. Administration is recommending that \$355,000 be committed to engineering design for the Tecumseh Road Main Street Streetscaping Plan and Design with funding to be provided as follows:
  1. Road Lifecycle Reserve \$272,750
  2. Watermain Reserve Fund \$6,250
  3. Wastewater Sewers Reserve Fund \$55,100
  4. Storm Sewer Lifecycle Reserve \$20,900
 This would bring the total project budget to \$19,713,004.
- Director Public Works & Environmental Services, June 24, 2016, Report No. 36/16 Re: Speed Limit Reduction on South Talbot Road. Administration is recommending that the speed limit of South Talbot Road be reduced from 80km/h to 60km/h from Howard Avenue to Walker Road.

#### **(TOTBBM – 7-7)**

#### **COMMITTEE REPORTS**

**7.1 Night Market** – No additional information to add to Ms. Lindsay’s report given as a delegate earlier this evening. A suggestion was made by M. Harris to encourage BIA members to participate and to help advertise the Night Markets is to randomly select one or two businesses to share the BIA spot at the next two/three Night Markets and ask that they advertise the Night Market on their social media formats.

**7.2 Fall Into Health Day** – L. Proctor reports

- 7.2.1** Currently there are 10 people who have volunteered to be on the 2016 Health Day Committee and Linda Proctor is Chair, Colleen Turnbull is Vice Chair and Paul Bistany is Treasurer.
- There are 10 Health & Wellness members who have committed to participate in the event
  - The Committee selected Sunday, September 25<sup>th</sup> from 11:00 am to 4:00 pm
  - Budget for the 2106 Health Day is \$3,000 with \$968.42 of funds from last year’s event.
- 7.2.2** A current expense for reserving Lakewood Park this year is \$1,980.30 (\$900 increase from last year) which includes taxes and a \$500 Noise waiver. To help keep the rental fees to an attractive and reasonable price of less than \$200, the Committee is asking the Board if a request can be made to Council for an exemption of Park and Set up fees. Councillor Dowie recommends that a written request be sent to the Clerk for Council to grant exemption on all park fees.

#### **(TOTBBM – 8-7)**

#### **UNFINISHED BUSINESS**

- 8.1 TOTBIA Constitution Draft** – Members of the Board agrees to read the draft version that P. Roria has distributed and be prepared to discuss at the next Board meeting.
- 8.2 Board of Directors Areas of Responsibility** – The Chair reviews the various areas of responsibility and recommends that the Nomination Committee move under and with the Governance Committee. The Chair asks the Board to be prepared to volunteer for one of the areas for the next Board meeting.
- 8.3 2016 June BIA Property Levy Report** – Several Directors ask what is the percentage/formula on how the levy is calculated and Councillor Dowie stated that he does not know and would like to learn more and will discuss with the Town Treasurer and report at the next Board meeting.

#### **(TOTBBM – 9-7)**

#### **NEW BUSINESS**

- 9.1 Canada Revenue Agency Business Consent Form** – This form allows the CRA to give BIA Board Executives and/or BIA Staff to the Tecumseh BIA information related to the BIA business accounts. Currently, BIA names and titles have not been updated for the past 15 years and the business name is incorrect; it is listed as Tecumseh Business In Action and needs to change to Tecumseh

Business Improvement Area. When a new BIA Board Executive Members are selected and/or new staff is hired, CRA must be notified of the new names and titles. P. Rorai and A. Rigo have completed the form and have gathered the required documents. Board agrees that this does not require a motion to approve and recommends that the Chair signs and that a note of this is placed in the TOTBIA policy & procedure handbook for future reference.

- 9.2 P. Rorai reminds the Board that the next new BIA member grand opening will be on Thursday, July 28<sup>th</sup> at noon for SEAA Couture.
- 9.3 Board members ask for new golf shirts are order for the members to wear when attending public events. P. Rorai will order next week.

**(TOTBBM – 10-7)**

**NEXT MEETING**

The next Board meeting will be on Monday, August 8, 2016 at 5:30 PM in the Public Works Building

**(TOTBBM – 11-7)**

**ADJOURNMENT**

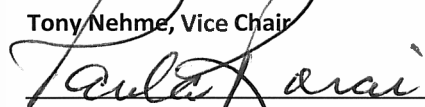
**Motion:** (BBM-28/16)

Moved by: Director L. Proctor

Second by: Treasurer P. Bistany

**THAT there being no further business, the July 20, 2016 meeting of the BIA Board of Management be adjourned at 8:10 PM**

**CARRIED.**

  
\_\_\_\_\_  
Tony Nehme, Vice Chair  
\_\_\_\_\_  
Paula Rorai, Coordinator

# 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 *Monday, August 8, 2016* at Public Works Building, 1189 Lacasse Blvd., Tecumseh, ON, at the hour of 5:30 PM.

## (TOTBBM-1-8)

### CALL TO ORDER

The meeting was called to order at 5:40 p.m. by Tony Nehme, Vice Chair

DRAFT OF TECUMSEH BIA  
BOARD OF MANAGEMENT  
MINUTES

## (TOTBBM –2-8)

### ROLL CALL

#### *Present:*

Vice Chair	Tony Nehme
Councilor	Andrew Dowie
Director	Linda Proctor
Director	Joseph Fratangeli
Director	Maureen Harris
Director	Daniel Hofgartner
Chair	Candice Dennis
Treasurer	Paul Bistany

#### Regrets:

#### Absent:

#### Guest:

Minute Taker:	Coordinator	Paula Rorai
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## (TOTBBM – 3-8)

### DISCLOSURE OF PECUNIARY INTEREST - None Stated.

## (TOTBBM – 4-8)

### DELEGATIONS/PRESENTATIONS – None at this meeting.

## (TOTBBM – 5-8)

### COMMUNICATIONS

#### 5.1 BIA Board of Management Meeting Minutes

<b>Motion:</b> (BBM-29/16)	Moved by:	Director D. Hofgartner
	Second by:	Director M. Harris

**THAT the minutes of the Town of Tecumseh BIA General Meeting held on July 20, 2016, be approved as distributed.**  
**CARRIED.**

## (TOTBBM – 6-8)

### REPORTS

**6.1 CHAIR REPORT:** No report at this time.

**6.2 TREASURER REPORT:** P. Rorai reports on the following month end financials:

#### **Treasurer's Report as of July 27, 2016**

BIA Operating Account (8111130) Bank Balance stands at:	\$	50,826.43
Outstanding	\$	2,454.96
BIA Ledger Balance stands at:	\$	48,371.47

BIA Reserve Account - Opened on September 20, 2012 stands at:	\$	-
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BIA Petty Cash stands at::		\$	963.70
Receivables'	BIA	\$	
BIA Liabilities and Equity at:	July 27, 2016	\$	55,564.98
Year To Date Levy Tax Requisition:	1st Quarter @ March 31, 2016	\$	30,181.00
	2nd Quarter @ June 30, 2016	\$	24,319.00
	3rd Quarter @ September 30, 2016	\$	
	4th Quarter @ December 31, 2016	\$	
	<b>Total to Date;</b>	\$	<b>54,500.00</b>

**Instalments are due March 31, June 30, September 30, December 31**

Total Tax Levy received for the **2015** fiscal year **\$117,883.89**

Total Tax Levy received for the **2014** fiscal year **\$119,496.93**

Total Tax Levy received for the **2013** fiscal year **\$105,270.54**

**Motion: (BBM-30/16)**

Moved by: Director J. Fratangeli

Second by: Director L. Proctor

**THAT the Month End Treasurer's Report as of July 27, 2016, be accepted as distributed and filed for audit.**

**CARRIED.**

**6.3 COORDINATOR REPORT** - P. Rorai reports on the following:

- 6.3.1** Reminds the Board that The Great Waterfront Trail Adventure (Erie to Huron) that will take place on August 7<sup>th</sup> to 12<sup>th</sup> will be stopping at Lakewood Park tomorrow at 8:30 AM. The Mayor Gary McNamara or his representative is invited to present a municipal pin to the 2016 Honorary Tour Director and Ambassadors and the BIA will provide water for the cyclists to refill their water bottles and Blackburn Radio will be there to give away swag items as well. D. Hofgartner offers to help with setting up and attending along with L. Proctor and C. Dennis offers to bring volunteers from Blackburn radio to help and give out promo items.
- 6.3.2** Announcing that new golf shirts have been ordered and distributes to Directors who are present.
- 6.3.3** Reports that Community Living is asking for support from members of the Board and BIA to help with a new program for students who have intellectual disabilities. The program runs from 6-8 weeks with focus on teaching/training these students on culinary, art, music, yoga, fitness, health, etc. They are looking at possibly having some guest speakers come in, once a week, for about an hour to "speak, demonstrate" on these areas and provide some education and/or training. They are asking if I and/or the Board have any suggestions on businesses within Tecumseh that they could contact who would be willing to show the group some stretches, yoga exercises, even a walking group in Town. M. Harris offered to be contacted as well as two members on the Fall Into Health Day Committee.

**6.4 COUNCIL REPORT** - Councillor Dowie reports on items from Council's meetings:

**July 26<sup>th</sup>:**

- Public Information Centre for the rezoning of a 19.9ha (49.1 acre) parcel of land on the north side of South Talbot Road and the 10th Concession. The request is for prohibit the construction of a new residential dwelling on the property (7258 South Talbot) as there is an existing home that is being severed off. Provincial policy does not allow for new home construction on agricultural lots.
- Public Information Centre for the rezoning of a 1,000 square metre (10,764 square foot) property, the former St. Mark's Church Rectory, to allow for an addition to Lakeview Montessori School which will house an auditorium and gymnasium. Current zoning is Single Family Residential and the request is to zone as Commercial but with a site-specific designation not allowing any other type of use should it cease to be a school.

- Linda Proctor, Chair of the BIA Fall Into Health Day Fair and Paula Rorai, BIA Coordinator was present to speak as delegations with respect to the proposed Fall Into Health Day Fair. A request on park fees exemption was recommended by Council to reduce and split the fee in half and asked Administration to review a policy for a tiered system.
- Excessive Idling of Vehicles Resolution. The City of Windsor is asking for a regional standard for the idling of vehicles of 3 minutes and therefore is requesting that Town Council adopt same. Administration is asking that the issue be referred to the Public Works & Environmental Services Department for review and recommendation.
- By-Election for the Office of Councillor Ward 2. The Clerk advises that for the Ward 2 By-Election, Nomination Day will likely be established as soon as Tuesday, August 30, 2016, and Election Day as Friday, October 14, 2016 by Internet and Telephone Voting.
- 2017 Business Plan & Budget Timetable. The Deputy Treasurer proposes to schedule budget deliberations as follows:
  - Council consultation September 13, 2016
  - Public engagement September 13 to September 30, 2016
  - Table proposed Business Plan & Budget November 8, 2016
  - Council deliberations TBD week of November 21, 2016
  - Council deliberations TBD week of November 28, 2016
  - Council consideration & adoption December 6, 2016
- Fall Into Health event be granted relief from Noise By-law 2002-07, as amended, in order to permit the Tecumseh Business Improvement Area to operate loud speakers or sound amplifying equipment on Sunday, September 25, 2016 from 11:00 a.m. to 4:00 p.m. for background music and event announcements; and that the Tecumseh Business Improvement Area be granted an exemption from the Town's Sign By-law starting August 29, 2016 to permit them to advertise the Fall Into Health Day event in consultation with the Parks Department and Planning Department.
- Building - Five (5) Year Capital Projects Report. Administration recommends the following upgrades for 2016:
  - a) Golden Age Community Centre - Roof Repair \$ 81,000
  - b) Lacasse Park Baseball Building - Double Door Replacement \$ 5,000
  - c) Lacasse Park Washroom - Entrance Replacement \$ 5,000
  - d) Lakewood Park Former Pro Shop – Exterior Work \$ 10,000
  - e) OPP Station – Roof Repair, Mechanical Unit Replacement & Interior Work \$ 142,000
  - f) St Mary's Park Equipment Building – Building Replacement \$ 20,000
  - g) Cada Library - Exterior Work \$ 4,000

TOTAL \$ 267,000
- The Parks and Open Space Discussion Paper includes the following key recommendations:
  - Parks and open space policies need to be incorporated into the new Official Plan that provide a common and consistent policy approach Town-wide while having regard to more specific design issues as enunciated in a number of Secondary Plans
  - Updated parkland dedication policies to be consistent with current Provincial Policy Statement policies and Planning Act requirements
  - Incorporate appropriate parks and multi-use pathway policies from the Town's Parks and Recreation Master Plan

#### **(TOTBBM – 7-8)**

#### **COMMITTEE REPORTS**

**7.1 Night Market** – P. Rorai reminds the Board that the next Tecumseh Night Market is Friday, August 19<sup>th</sup> at the Legion. The organizer of the Market has sent a special flyer for August 19<sup>th</sup> that features An Evening of Motown music entertainer. Teanna asks for Board and members to distribute the flyer via social media to attract as many people as possible.

#### **7.2 Fall Into Health Day** – L. Proctor reports

##### **7.2.1** Currently there are:

- 14 Health & Wellness members who have committed to participate in the event
- 9 Health & Wellness members who will perform demonstrations at the event
- 3 major sponsors

**7.2.2** At the July 28<sup>th</sup> regular Council meeting, Council approved exemption of the Noise By-Law and also to split the park fees with the BIA.

**7.2.3** The Sponsorship package and the Vendor Confirmation forms are distributed to the Board.

**(TOTBBM – 8-8)**

**UNFINISHED BUSINESS**

- 8.1 **TOTBIA Constitution Draft** – Members of the Board reviews and edits current draft version. P. Roria will incorporate changes and distribute at the next Board meeting. Once the Board has agreed the draft version is complete P. Roria will forward the draft version to the Clerk and schedule a meeting to review. The Constitution will be ready at the next AGM for membership to approve.
- 8.2 **Board of Directors Areas of Responsibility** – D. Hofgartner volunteers on the Streetscaping Committee, C. Dennis and M. Harris volunteers on the Marketing/Communication Committee, L. Proctor volunteers on the Events & Program Committee. J. Fratangeli defers until the next Board meeting to choose a Committee.
- 8.3 **2016 June BIA Property Levy Report** – Several Directors ask what is the percentage/formula on how the levy is calculated and Councillor Dowie stated that he does not know and would like to learn more and will discuss with the Town Treasurer and report at the next Board meeting.

**(TOTBBM – 9-8)**

**NEW BUSINESS**

- 9.1 Corn Festival Parade – Corn Festival Colouring Books from Lacasse printing are being sponsored by the Tecumseh BIA, Lacasse Printing and the Optimist Club. The BIA cost is \$900 plus tax for 2,500 books that the BIA will distributed along the parade route on Saturday, August 27<sup>th</sup>. P. Roria asks for volunteers to help distribute the books. D. Hofgartner, L. Proctor will help distribute the books during the parade. M. Harris asks if the BIA will be in the Santa Parade and if yes, then she can ask students to volunteer.
- 9.2 P. Roria is asked to place the following items on the next Agenda under New Business:
- 2017 Budget
  - Christmas Party and Parade
  - Milestones for Members

**(TOTBBM – 10-8)**

**NEXT MEETING**

The next Board meeting will be on Wednesday, September 14, 2016 at 6:00 PM in the Public Works Building

**(TOTBBM – 11-8)**

**ADJOURNMENT**

**Motion:** (BBM-31/16)

Moved by: Director D. Hofgartner

Second by: Director L. Proctor

**THAT there being no further business, the August 8, 2016 meeting of the BIA Board of Management be adjourned at 8:20 PM**

**CARRIED.**

**DRAFT BIA BOARD MINUTES**

**Candice Dennis, Chair**

**Paula Roria, Coordinator**

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

A joint meeting of the Senior Advisory Committee (SAC) and Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Thursday, August 16, 2016, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 3-1)

**ORDER**

The Chair calls the meeting to order at 6:01 p.m.

(SAC 3-2)

**ROLL CALL**

Members Present:

Senior Advisory Committee  
Chair - Doug Drouillard  
Member - Nancy Tennant  
Co-Chair - Paul Morand

Youth Advisory Committee  
  
Chair - Hannah Ruuth  
Member - Kristi Koutros

Also Present: Director Parks & Recreation Services - Paul Anthony  
Deputy Clerk - Tatiana Dafoe  
Administrative Assistant to the Director Corporate Services & Clerk - Anne Kantharajah  
M.A. Intern - Tina Savic  
Committee Applicant - Michelle Phillion  
Committee Applicant - Don Crowder

Regrets: Member - Brendon Froese  
Member - Payton Gardner  
Member - Rachel Haddad  
Member - Zachary Way  
Member - Dara Pfeifer O'Connor

There is a lack of quorum of the Youth Advisory Committee. Members of the Youth Advisory Committee, in attendance, received presentations and participated informally.

(SAC 3-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(SAC 3-4)

**DELEGATIONS**

The Committee members are introduced to Don Crowder and Michelle Phillion, current applicants to the Senior Advisory Committee. Members are advised applications will be reviewed and considered by Town Council, at a Special Council Meeting scheduled on November 22, 2016. A by-law to formally appoint Members will be provided to Council for adoption. All applicants will be notified once they have been appointed.

**Multi-use Sportsplex Feasibility Study/Business Plan**

The Director Parks & Recreation Services reports Town Council requested administration to undertake a public consultation process to determine the potential for a Multi-Use Sportsplex (Sportsplex).

Administration invited submissions through a Request For Proposal to undertake a feasibility study and prepare a business plan for a Sportsplex.

After consultation with stakeholders, the public and user groups, Administration developed a preliminary design concept, highlighting the components residents and user groups want to see in a Sportsplex.

The components include a multi-use indoor sports field, batting cages, pitching lanes, as well as an indoor gymnasium that was requested by many seniors in the community. Additional components include indoor walking/jogging track, community space, change rooms and public washrooms. Also, the Sportsplex includes a fitness area for weight training, unlike what is offered at private gyms such as GoodLife Fitness.

Currently, skate park users do not have access to public washrooms when the arena is closed. One component of the Sportsplex would allow outdoor access to public washrooms for skate park and park area users.

There are options to construct the facility off the front of the current arena, or to the east of the arena. The Sportsplex would also require additional parking spaces.

With respect to including an indoor pool, the Director Parks & Recreation explains there are several concerns with the operation of an indoor pool facility. First, operations and maintenance of an indoor pool is complex and costly. The operating cost of such facility is \$550,000 to \$600,000 per year. In addition, the costs of lifeguards and facility attendants have to be taken into account. Secondly, there are many local communities which currently have an indoor pool. The goal of the Sportsplex is not to compete with local municipalities. Overall, the Sportsplex will accommodate recreational activities residents in the community demand, and offers one stop programming for families and other user groups of varying interests.

The next steps in the development of the Sportsplex include completing soil sample tests to ensure that a structure can be built on the proposed location; applying for grants from the federal and provincial governments; and hiring an architect to design the facility.

To an inquiry from a Committee member regarding time lines for the completion of the Sportsplex, the Director Parks & Recreation states completion timeline is dependent on grant application and financial commitment from upper levels of government. Administration has considered a Strategic Partnership Plan which includes a combination of community fundraising, taxation and grants.

#### Ontario 150 Partnership Program Grant Opportunity

The Director Parks & Recreation Services provides a presentation on the grants available in celebration of Canada's 150<sup>th</sup> celebration. He explains that there are four grants:

- Canada150 Federal Grant,
- Ontario150 Community Celebration Program which supports initiatives that celebrate and commemorate Canada and Ontario's 150<sup>th</sup> anniversary,
- Ontario150 Community Capital Program which supports initiatives to improve existing infrastructure through repairs, renovations or retrofitting, and
- Ontario150 Partnership Program which supports collaborative projects that foster new partnerships and innovative ways to engage and empower youth.

The Ontario 150 Partnership program is ideal for both the Senior and Youth Advisory Committee.

The deadline to submit an application is 5:00 p.m., on September 30, 2016.

Examples of eligible projects include those which support young artists, promote diversity and inclusion, environmental stewardship, youth entrepreneurship, and active and healthy living, and projects which encourage youth civic engagement.

The maximum funding amount is \$100,000.

The Director Parks & Recreation explains that a project partnership with the Senior Advisory Committee and the Youth Advisory Committee is an ideal example of encouraging youth civic engagement.

Committee members discuss several ideas: (1) snow angels program which was implemented to offer assistance to senior residents and persons with physical disabilities in clearing the snow from the municipal sidewalk fronting their residence; (2) youth-focused collaborative project that allows local students to shadow municipal councillors; or, (3) Arts program.

A suggestion is made to contact the new President of the Rotary Club for a collaborative project.

#### 2016 Local Government Week

Tina Savic, University of Windsor, M.A. Intern, reviews the details of the Town's 2016 Local Government Week, which aims to increase youth and public awareness about the important role local government plays in our communities. It takes place from October 16-22, 2016. The Town encourages awareness through Town Hall tours, poster and essay contests, and school presentations.

Contest ideas for elementary school students include poster (coat of arms) and essay contest. Contest ideas for high school students include creating a cover letter, making an infomercial, designing a Town brochure, making a photo collage, or writing a letter to Council or creative story. To increase participation, a song or poem writing contest is also suggested.

Committee members agree making an infomercial will draw participation from high school students in Media Studies. Members also agreed that a song or poem writing contest is also attractive to high school students.

Committee members are asked to help promote the 2016 Local Government Week, by encouraging their friends and classmates, as well as acting as liaisons between the Town and their schools.

(SAC 3-5)

#### **COMMUNICATIONS**

##### Minutes

a) Senior and Youth Advisory Committees Meeting held July 19, 2016

Motion: (SAC 06/16) Moved by Member Paul Morand  
Seconded by Member Nancy Tennant

**THAT** the Minutes of the Senior and Youth Advisory Committees meeting held July 19, 2016, be approved.

Carried

(SAC 3-6)

#### **REPORTS**

None.

(SAC 3-7)

#### **UNFINISHED BUSINESS**

##### Culture Days

The Deputy Clerk reviews 2016 Culture Days. It is scheduled for the last week of September.

It is suggested that possible activities include a scavenger hunt, with references to the Town's major focus points; and, reaching out to leaders from various cultural organizations that may want to participate and showcase the rich heritage of the local community.

Administration is advised the Tecumseh Area Historical Society has scheduled an Artist Colony, scheduled for September 19-23, 2016, and would suggest hosting Culture Days during this weekend. The Deputy Clerk advises she will bring this information to the Cultural and Arts Committee. Pending a discussion with the Cultural and Arts Committee, Doug Drouillard suggests moving up Culture Days by a week. He also suggests historical re-enactment; however, he understands the time constraints of the endeavor.

Paul Morand suggests the Tecumseh Historical Society Teepee is a great way to draw participation.

(SAC 3-8)

### **NEW BUSINESS**

#### **2016 Award Nominations and Committee Appointments**

Call for Committee appointments will be posted in September through the Clerk's office. Deputy Clerk encourages committee members to ask others (friends, families and colleagues) who may be interested to submit applications in the fall to serve and be a part of the Senior Advisory Committee, Youth Advisory Committee, Tecumseh Accessibility Advisory Committee, Corn Festival Committee, Cultural and Arts Committee, or the Heritage Committee.

Call for Award Nominations for the Dr. Henri Breault Community Excellence Award and Donald "Donny" Massender Memorial Volunteer Award, as well as the 2017 Senior of the Year Award, will be posted in September. Committee members are asked to submit nomination forms through the Clerk's office.

Committee appointments and award recipients will be notified following a Special Council Meeting, scheduled on Tuesday, November 22, 2016, at 6:00 p.m.

#### **Presentation and update to Town Council, September 27, 2016 at 7:00 p.m.**

Two members from each of the Committee are invited to the Regular Council Meeting scheduled on September 27, 2016 at 7:00 p.m., to provide an overview of the Committee mandate.

Hannah Ruuth and Kristi Koutros, Youth Advisory Committee members, and Doug Drouillard and Nancy Tennant, Senior Advisory Committee members volunteer to act as representatives for the Town Council presentation.

#### **Committee Social Media Page**

An inquiry is made into the Youth Advisory Committee's use of Facebook and Twitter page. The Deputy Clerk advises this matter will be discussed with Administration and an update will be provided.

(SAC 3-9)

### **NEXT MEETING**

The next regular, joint-meeting of the Senior Advisory Committee and Youth Advisory Committee meeting will be held on Tuesday, September 20, 2016, at 6:00 p.m.

(SAC 3-10)

### **ADJOURNMENT**

Motion: (SAC-07/16) Moved by: Member Nancy Tennant  
Seconded by: Member Paul Morand

**THAT** there being no further business, the August 16, 2016, joint meeting of the Senior and Youth Advisory Committees be adjourned at 6:48 p.m.

Carried

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Paul Morand, Co-Chairperson

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Hannah Ruuth, Chairperson



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerks  
Report Number 25/16

**TO:** Mayor and Members of Council

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

**DATE:** August 8, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Essex Power Corporation Board of Directors  
Call for 2016 Applications

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### **RECOMMENDATIONS**

It is recommended that:

1. A Notice of Call for Applications for the non-elected Tecumseh representative on the Essex Power Corporation Board of Directors be made in September 2016, in accordance with the Committee/Local Board Appointment Policy No. 4, along with other Committee/Board applications; and that
2. The Notice be posted on the Town's website, Facebook and Twitter page, advertised in the local media, displayed on the Town's LED signs and posted in prominent locations in the Town's facilities [i.e. Town Hall, Tecumseh Arena and Cada Library Complex]; and further that
3. Consideration be given to the applications received before the October 31<sup>st</sup> deadline to fill the vacancy at the Special Meeting of Council to be held on Tuesday, November 22, 2016, at 6:00 p.m., as recommended in the Corporate Services & Clerks Report No. 23/16.

### **BACKGROUND**

A brief description of the Essex Power Corporation Board of Directors is given in the paragraphs which follow. A table listing the current members on the Board is also provided.

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

Article 3 of the Agreement sets out the structure for the Board of Directors and in particular paragraph 3.05 states that each Municipality shall ensure the election, or appointment of

Directors, and shall ensure at all times that one of its nominees is an elected municipal representative and that the other nominee is a non-elected member of the business community.

The Essex Power Corporation Board of Directors generally meets quarterly in the months of March, June, September and December. Meetings are usually held at 200-2199 Blackacre Drive, Oldcastle, at 4:00 p.m., on a Wednesday.

The following is a list of members on the Essex Power Corporation Board of Directors and their respective term of appointment:

<b><i>Essex Power Corporation Board of Directors</i></b>	
Mayor Gary McNamara	2015-2018
Tom Burton	2015-2016

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

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

## **COMMENTS**

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

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

Mr. Tom Burton's term of appointment as the non-elected representative will end on December 31, 2016, unless otherwise extended. The current term of the Mayor's appointment will end on December 1, 2018.

Essex Power Corporation has asked that the appointment of the non-elected member and elected official be staggered so the term of the elected representative and non-elected member do not end at the same time to avoid any transitional issues.

The term of the non-elected appointed members to the Board by the other Shareholder municipalities are:

Town of LaSalle – 3 years  
Municipality of Leamington – 2 years  
Town of Amherstburg – 2 years

In the event the term of the current appointee is not extended, it is recommended that a Notice of Call for Applications for the Town's non-elected member of the Essex Power Corporation Board of Directors be made in September 2016, along with other Committee/Board applications.

In keeping with the Policy's selection process, it is also recommended that Council give consideration to the applications received before the October 31<sup>st</sup> deadline to fill the vacancy at the Special Meeting of Council to be held on Tuesday, November 22, 2016, at 6:00 p.m., as recommended in the Corporate Services & Clerks Report No. 23/16

### **CONSULTATIONS**

Essex Power Corporation

### **FINANCIAL IMPLICATIONS**

The cost of advertising and calling of Applications for the Board is included in the 2016 budget.

### **LINK TO STRATEGIC PRIORITIES**

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

### **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 26/16

**TO:** Mayor and Members of Council

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

**DATE:** August 4, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** 2016-17 Tecumseh Snow & Leaf Angels Program

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### **RECOMMENDATIONS**

It is recommended that:

1. The Town of Tecumseh continue the Snow & Leaf Angels Program for the 2016-2017 Fall/Winter season; and that
2. Administration work with area service groups, schools and volunteer organizations to recruit volunteers (Snow & Leaf Angels); and further that
3. Volunteer incentives be funded from the Administration (the expense of promotional items); and furthermore that
4. A notice for the Program be posted on the Town's website, Facebook and Twitter page, on the Tecumseh App, advertised in the local media and displayed on the Town's LED signs.

### **BACKGROUND**

In accordance with the Town's By-law No. 2003-100 (Snow Removal By-law), property owners or occupants of the Town of Tecumseh (Town) are responsible for clearing snow and ice from sidewalks adjacent to their property throughout certain areas of the Town. Residential (single and multiple family buildings) occupants or owners are required to do so within twelve (12) hours of snowfall, while occupants or owners of commercial property must do so within four (4) hours following the snow fall or formation of ice upon the said sidewalks during daylight hours; or four (4) hours following sunrise in the case of snow falling or ice forming overnight.

The Town has approximately 90 km of pathways and sidewalks, 35 km of which are cleared by the Public Works & Environmental Services Department, with some assistance by the Parks & Recreation Department. Snow and ice removal for the remaining 55 km of sidewalk space is therefore the responsibility of the abutting property owners or occupants, as set out in the Snow Removal By-law.

Snow on sidewalks is a potential hazard to those with limited mobility. It also makes it difficult, if not impossible, for those delivering services to the community to do their job, such as people who deliver mail, read water/gas meters, provide delivery services, EMS, OPP and fire. Some residents, such as

seniors and persons with disabilities, may find it difficult or be unable to clear their sidewalks of snow and ice.

Endeavouring to provide innovative ways to offer assistance to seniors and persons who may have a physical disability, and to ensure a safer and more accessible community environment, a pilot *Snow Angels Volunteer Snow Removal Program* was recommended to council at the Regular Meeting of Council on November 25, 2014.

The 2014-2015 Snow Angels Program was implemented to offer assistance to senior residents and persons with physical disabilities in clearing the snow from the municipal sidewalk fronting their residence, and thus minimizing the likelihood of fining them for failure to comply with the Snow Removal By-law. Approximately five (5) applications were received from residents, who were either sixty-five (65) years of age or older or who have a physical disability.

At the Regular Council Meeting, held September 22, 2015, Council passed the following resolution to continue the Town's Snow Angels Program (RCM-314/15):

**THAT** the Town of Tecumseh continue the Snow Angels – Volunteer Snow Removal Program (Program) for the 2015 – 2016 Fall/Winter season;

**AND THAT** Administration work with area services groups, schools and volunteer organizations to recruit volunteers (Snow Angels);

**AND FURTHER THAT** volunteer incentives are to be funded from the Administration – Promotional Items expense and the fee for Police Clearance Certificates be waived for Snow Angel Volunteers;

**AND FURTHERMORE THAT** a notice for the Program be posted on the Town's website, Facebook and Twitter page, advertised in the local media, and displayed on the Town's LED signs;

As recommended by the Deputy Clerk under Report No. 34/15, dated September 11, 2015.

Carried

During the 2015-2016 season, the Program was expanded to include "Leaf Angels". The goal of adding Leaf Angels was to assist Town residents who are 65 or older or who have a physical disability with the removal of leaves from the municipal sidewalk fronting their residence.

The 2015-16 Snow & Leaf Angels Program (Program) consisted of four (4) volunteers, with four (4) applications having been received from residents, who were either 65 years of age or older or an individual with a disability, seeking assistance with the removal of leaves, snow and ice from the municipal sidewalk fronting their residence.

The 2015-16 Program was very successful and well received by those who participated. In order to encourage the growth and expansion of the Program, Administration will continue to work with local volunteer organizations and service groups to seek their assistance in championing the Program and recruiting even more volunteers for the 2016-2017 Fall/Winter season.

## **COMMENTS**

As the primary purpose of the Program is to aid residents in being compliant with the Snow Removal By-law, it is recommended that the Town continue the Program for the 2016-2017 Fall/Winter season. By continuing with the Program, the Town will be offering an invaluable service to eligible members of the community and demonstrate initiative on the part of the Town to keep its highways (including sidewalks) in a good state of repair.

This year's Program will run from October 31, 2016 to March 31, 2017. Snow & Leaf Angel volunteers are responsible for:

- Obtaining a Police Clearance, including a search of the Vulnerable Sector;
- Raking and clearing leaves from the municipal sidewalk in front of the designated residence(s) they are assigned;
- Removing and clearing snow/ice from the municipal sidewalk in front of the designated residence(s) they are assigned;
- Providing their own equipment (e.g. rake, snow shovel, snow blower); and
- Arriving to clear snow/ice within twelve (12) hours after snowfall.

In keeping with previous years' requirements, both volunteers and residents will be required to complete an application for the 2016-2017 Program. Residents looking for assistance will be required to provide proof of meeting eligibility requirements (i.e. 65 years of age or older, or being a person with a disability). Anyone sixteen (16) years of age or older may volunteer, and any volunteers under the age of 16 will require parental consent.

Volunteers will be asked for preferred areas to service and if they are interested in being a Snow Angel, Leaf Angel or both.

To recruit volunteers and create program awareness, a News Release will be issued and a notice for the Program will be posted on the Town's website, Facebook and Twitter page, on the Tecumseh App, advertised in the local media and displayed on the Town's LED signs. Administration will also use Local Government Week, October 16-22, 2016, as a channel for promoting student volunteer opportunities with the Town, such as the Snow & Leaf Angel Program. Similar advertisements will be used to advertise how to apply for assistance.

The Youth and Senior Advisory Committees will also be engaged to help encourage participation amongst the community.

Incentives for volunteers, such as Town toques, public skating passes and letters of appreciation from Town Council are being proposed to help with recruitment.

The recommendation to continue the Program for the 2016-2017 Fall/Winter season is to better ensure that Tecumseh residences are in compliance with the Snow Removal By-law and that we are making every effort to continue to ensure that Tecumseh is a safe and thriving community.

## **CONSULTATIONS**

Public Works & Environmental Services

## **FINANCIAL IMPLICATIONS**

The cost of advertising and promoting the Program will be funded from the 2016 and 2017 Budgets.

Incentive costs for volunteers, such as Town toques, will be funded from the 2016 and 2017 Budgets for Promotional Items. No costs will be incurred for incentives such as public skating passes and letters of appreciation from Town Council.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒

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

Prepared by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

LM/ts



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 27/16

**TO:** Mayor and Members of Council

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

**DATE:** August 22, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** 2016 Local Government Week

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### **RECOMMENDATIONS**

It is recommended that:

1. The Mayor proclaim the week of October 16 to 22, 2016, as Local Government Week (LGW) in the Town of Tecumseh (Town); and that
2. Events and activities be planned for local elementary and secondary students to create awareness of local government and acknowledge its vital role and function in helping to shape the community; and further that
3. LGW activities and events be posted on the Town's website, Tecumseh App and Social Media pages [Facebook and Twitter]; and furthermore that
4. Local elementary and secondary schools be invited to participate in the planned events.

### **BACKGROUND**

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

Since 2008, the Town has been an active participant in LGW. In 2009, the Town's efforts were recognized by the Minister of Municipal Affairs and Housing, who while attending conferences drew on the Town's accomplishments as an example for other municipalities to follow.

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

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

The LGW first place elementary school essay contest winner has had the opportunity to shadow the Mayor and become “Mayor for the day”, and ride alongside the Mayor in the Town’s annual Santa Clause Parade. The second place elementary school essay contest winner from 2015 had the opportunity to shadow the Deputy Mayor and ride alongside the Deputy Mayor in the Town’s annual Corn Festival Parade. The poster contest winner won a pizza party for their class. All winners received a Tecumseh Prize Pack and were invited to attend a Regular Council Meeting where the winning poster was displayed publicly and the winning essays were read aloud. All winners were also presented with a certificate of accomplishment.

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

## **COMMENTS**

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

To draw participation and create awareness of the events and activities planned, Administration will once again be contacting area elementary and secondary schools to invite them to participate in the many fun and educational activities and contests planned for LGW 2016.

Building upon the success of prior years’ initiatives, the events for LGW 2016 will emphasize developing resources geared towards education, getting youth interested and engaged with local government. To better engage high school students in LGW, Administration has partnered with members of the newly formed Youth Advisory Committee to help promote LGW among their friends and classmates, and act as liaisons between the Town and their schools. Administration is also looking to partner with local area businesses and service groups to help promote LGW and to garner potential sponsorships for the event.

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

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

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

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

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

To bring awareness of the Town's participation in Local Government Week it is recommended that the Mayor be authorized to proclaim the week of **October 16 to 22, 2016**, as Local Government Week in the Town of Tecumseh [[Appendix 1](#)].

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

## **CONSULTATIONS**

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

## **FINANCIAL IMPLICATIONS**

The 2016 Budget reflects funding of \$250 to promote, as well as offer activities and prizes, in conjunction with Local Government Week.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☐

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

Prepared by:

---

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

#### **Appendix 1:** Proclamation of 2016 Local Government Week

LM/ts

## Appendix 1



### Proclamation

## Local Government Week

**Whereas** the week of **October 16 to 22, 2016**, will be celebrated in Ontario as Local Government Week, and

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

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

**Now therefore** I, Gary McNamara, Head of Council of The Corporation of the Town of Tecumseh, do hereby proclaim the week of **October 16 to 22, 2016** as **Local Government Week** in the Town of Tecumseh and do commend its thoughtful observance to all citizens of our municipality.

Dated at Tecumseh, Ontario, this 13th day of September, 2016.

---

Gary McNamara,  
Mayor





## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 28/16

**TO:** Mayor and Members of Council

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

**DATE:** July 26, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** 2017 Council Conferences

---

### **RECOMMENDATIONS**

It is recommended that:

1. Members of Council be authorized to attend the following conferences scheduled to be held in 2017, in accordance with the *Town's Travel Policy No. 14* and *Professional Development Policy No. 73*:

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

### **BACKGROUND**

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

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

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

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

**COMMENTS**

To facilitate Council approval of the conferences which have typically been attended by the Members in prior years, and to assist the Members in planning for 2017 as well as planning the 2017 Council meeting schedule, it is recommended that consideration be given to authorizing attendance at the conferences listed above.

The following municipal associations' respective conferences have been attended by Tecumseh Council in prior years and were held, or are scheduled to be held in 2016, on the dates and in the areas shown below:

EVENT	DATES	LOCATION
FCM Sustainable Communities Conference & Trade Show	February 9-11, 2016	Ottawa, ON
ROMA/OGRA Combined Conference	February 21-24, 2016	Toronto, ON
Festivals and Events Ontario Conference	March 2-4, 2016	Markham, ON
OSUM Conference and Trade Show	May 3-6, 2016	Goderich, ON
FCM Annual Conference and Trade Show	June 3-5, 2016	Winnipeg, MB
Great Lakes and St. Lawrence Cities Initiative Annual Meeting and Conference	June 15-17, 2016	Niagara Falls, NY
AMO AGM & Annual Conference	August 14-17, 2016	Windsor, ON
AMO/MMAH Ontario West Municipal Conference	December 2, 2016	London, ON

Council will be informed on the Regular Council Agenda of other conferences/workshops/seminars which may be offered in 2017, and that are not listed in this report.

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

**CONSULTATIONS**

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

## **FINANCIAL IMPLICATIONS**

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

## **LINK TO STRATEGIC PRIORITIES**

No.	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:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

LM/ts



## THE CORPORATION OF THE TOWN OF TECUMSEH

Clerk/Staff Services Department  
Report No. 29/16

**TO:** Mayor and Members of Council

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

**DATE:** August 31, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Essex Power Corporation  
Appointment of Proxyholder for Shareholders' 2016 Annual Meeting

---

### **RECOMMENDATIONS**

It is recommended:

1. That Mayor Gary McNamara be appointed proxyholder for the Town of Tecumseh to cast its shareholder's votes at Essex Power Corporation's 2016 Shareholders' Annual Meeting; and that
2. Mr. Tom Burton be appointed as an alternate proxyholder for the Town of Tecumseh to cast its shareholder's votes at Essex Power Corporation's 2016 Shareholders' Annual Meeting if Mayor Gary McNamara is absent from the meeting; and further that
3. The Director of Corporate Services & Clerk be authorized to sign all necessary proxy forms to implement this resolution and forward them to Essex Power Corporation.

### **BACKGROUND**

The Corporation of the Town of Tecumseh (Town), together with the Municipality of Leamington, and Towns of LaSalle and Amherstburg are the shareholders of Essex Power Corporation. Essex Power is required to hold an annual meeting of shareholders and occasionally requires a special shareholders' meeting.

The Town is entitled to appoint two directors to the Essex Power Board, and has currently appointed Mayor Gary McNamara and Mr. Tom Burton. The directors have authority to represent the Town and vote at Board Meetings, but are not authorized to represent or vote at Shareholders' meetings.

Essex Power Corporation and its related companies are incorporated pursuant to the *Ontario Business Corporations Act* [OBCA]. Section 110 of the OBCA provides that a shareholder may appoint a proxyholder to vote by proxy for the shareholder at any shareholder meeting.

The section provides:

110. (1) Every shareholder entitled to vote at a meeting of shareholders may by means of a proxy appoint a proxyholder or one or more alternate proxyholders, who need not be shareholders, as the shareholder's nominee to attend and act at the meeting in the manner, to the extent and with the authority conferred by the proxy. R.S.O. 1990, c. B.16, s. 110 (1)

(2.1) A proxy appointing a proxyholder to attend and act at a meeting or meetings of shareholders of an offering corporation ceases to be valid one year from its date.

### **COMMENTS**

The only practical way for a Municipal Council to cast its shareholder vote at a Shareholder Meeting is by proxy. In keeping with the past practice of Council, it is recommended that Mayor Gary McNamara be appointed as the Town's proxyholder to vote at the 2016 Shareholders' General Meeting, and that Mr. Tom Burton be appointed as an alternate proxyholder, in the absence of the Mayor.

Since a proxy is not valid for more than one year, the appointment of a proxyholder is necessary every year prior to the Shareholders' Annual Meeting, generally held in September.

The agenda for the Shareholders' General Meeting is circulated prior to the meeting and often the matters to be voted on are routine business matters. If the Mayor determines there is a matter on the Shareholders' Annual Meeting Agenda of special importance, then the Mayor can seek direction from Council on how the Town's shareholder vote should be cast on that issue.

This recommended appointment is only for the 2016 Shareholders' Annual Meeting, which is scheduled for Wednesday, September 28, 2016, at 6:30 pm. If at any time there is a need for a special shareholders' meeting to vote on an issue, then the matter should be brought before Council.

### **CONSULTATIONS**

Municipality of Leamington – Clerk  
Town of Amherstburg – Clerk  
Town of LaSalle – Clerk  
Essex Power Corporation

### **FINANCIAL IMPLICATIONS**

There are no financial implications at this time to the Town.

### **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:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

/lm

Attachment:

1. Essex Power-Appointment of Proxyholder



## ANNUAL GENERAL MEETING PROXY FORM

THE CORPORATION OF THE TOWN OF TECUMSEH

We, \_\_\_\_\_  
*Please insert FULL LEGAL CORPORATE NAME in BLOCK CAPITALS*

being a shareholder of ESSEX POWER CORPORATION ("EPC"), entitled to vote at the annual general meeting of EPC (the "AGM") hereby appoint as our duly authorized representative,

Gary McNamara, Mayor

\_\_\_\_\_  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

\_\_\_\_\_  
*Please insert FULL NAME and ADDRESS in BLOCK CAPITALS*

or, in the alternative and only in the absence of the above named proxy we hereby appoint as our duly authorized representative,

Tom Burton

\_\_\_\_\_  
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

\_\_\_\_\_  
*Please insert FULL NAME and ADDRESS in BLOCK CAPITALS*

As our proxy to attend and vote on our behalf on the resolutions to be proposed at the AGM to be held on the **28<sup>th</sup> of September, 2016 at 6:30 p.m.** at the **Essex Power Corp, 200-2199 Blackacre Dr, Oldcastle**, and at any adjournment thereof.



We direct our proxy to vote on the Agenda items, which are detailed in the notice convening the AGM, as follows (see Note 1 at bottom of page)

**Ordinary Resolutions**

**FOR**

**AGAINST**

**Resolution #1**

To adopt the minutes of the Annual General Meeting held on September 30, 2015

x
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**Resolution #2**

To receive and approve the Annual Report, 2015 which includes the Auditors Report for year ending December 31, 2015

x
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**Resolution #3**

To approve the firm of Price Waterhouse Coopers LLP as auditors for the corporation for the year 2016

x
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**NOTE**

1. Please indicate with an "X" in the appropriate boxes how you wish your vote to be cast. If no indication is given, your proxy will be deemed to have authority to vote or abstain as he/she thinks fit.

DATED this 13<sup>th</sup> day of September, 2016.

SIGNATURE: \_\_\_\_\_

CLERK

I have authority of behalf of Corporation



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 30/16

**TO:** Mayor and Members of Council

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

**DATE:** August 31, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** 2016 By-Election Councillor Ward 2 Update  
List of Candidates and Voting Procedures

---

### **RECOMMENDATIONS**

It is recommended that:

1. The Director Corporate Services & Clerk's Report No. 30/16 regarding the 2016 By-election for the Office of Councillor Ward 2 and the List of Candidates and Voting Procedures be received.

### **BACKGROUND**

By-law No. 2016-59 was adopted by Council at their July 26, 2016, meeting authorizing a by-election to be held to fill the vacancy in the Office of Councillor Ward 2 as a result of the sudden passing of Councillor Michael Rohrer.

As described in Corporate Services & Clerks Report No. 24/16 the deadline for filing nominations was set as Tuesday, August 30, 2016, at 2:00 pm (Nomination Day) and the closing date for voting as Friday, October 14, 2016, at 8:00 pm (Election Day) in accordance with the timelines set out in the *Municipal Election Act* (MEA).

The purpose of this report is to provide an update on the nominations and the list of Candidates, as well as the voting timelines and process.

### **COMMENTS**

#### **Nominations**

Formal notices regarding Nominations were published in the Shoreline Week and Essex Free Press on August 5 and 4, respectively. The Notice, along with Nomination Forms and other relevant voting information, was posted on the Town's website and social media.

Following the close of the nomination period, on Nomination Day, the persons listed below were certified as Candidates in the 2016 By-election for the Office of Councillor Ward 2:

Altenhof, Bill  
Carpenter, Christopher  
Drouillard, Marian  
Harris, Janet  
Shields, Scott  
Souillere, Jeremy

### Election

The by-election will be conducted using Internet and Telephone Voting. A service contract has been entered into with Intelivote to facilitate the voting process.

The voting period will open on Tuesday, October 4 at 9:00 am and will close on Election Day, Friday, October 14 at 8:00 pm.

Following the close of the election, the results will be posted on the Town's website and to social media.

### Voter Information Letter

Registered electors on the Voters' List will receive a Voter Information Letter which will be mailed out on, or about, Friday, September 23, 2016. The Voter Information Letter will contain the dates for the Voting Period, the website address or telephone number registered electors can use to cast their vote, and the list of candidates for each office. The Voter Information Letter will also contain the Personal Identification Number (PIN) registered electors must enter to vote, either by internet or telephone. This PIN Number must be entered along with the elector's date of birth, in order to confirm their identity for voting.

Once in the voting system, electors will be required to confirm their eligibility to vote before proceeding to mark the ballot.

### Voter Information Centre

A Voter Information Centre will be established at the Tecumseh Town Hall. The Voter Information Centre will be open to the public on weekdays during the Voting Period, starting October 4 from 9:00 am to 6:00 pm, Saturday, October 8 from 10:00 am to 3:00 pm and on Voting Day, October 14 until 8:00 pm. The Voting Information Centre will be closed on Monday, October 10 in observance of the Thanksgiving Holiday.

Eligible voters attending the Voter Information Centre will be able to be added to the Voters' List or to correct their information on the Voters' List, by filling out the prescribed form and providing satisfactory identification. Once their name is added to the Voters' List, they will be able to receive a Voter Information Letter.

Eligible voters attending the Voter Information Centre who have lost or misplaced their Voter Information Letter, or did not receive it in the mail, and who have not already voted, will also be able to receive a new Voter Information Letter upon providing satisfactory identification and taking an oath.

The Voter Information Centre will also provide eligible voters with the opportunity to vote, using a Town computer, iPad or telephone. Eligible voters who are inside the Voting Information Centre at 8:00 pm on Election Day will be able to vote. All other internet and telephone voting will be ceased at 8:00 pm on Election Day.

### **Election Signs**

In accordance with Section 9 of the Town's Sign By-law No. 2004-66, being a by-law to regulate and govern signs within the municipality, all election signs shall:

- notwithstanding subsection 4.3, not require a permit;
- not be erected or displayed prior to Nomination Day (September 12, 2014);
- not be closer than 0.3 meters (0.94 feet) to any lot line; and
- be removed from the lot within 3 days from the date of the closing of the polls.

### **CONSULTATIONS**

Intelivote Systems Inc.

### **FINANCIAL IMPLICATIONS**

The estimated cost of filling the Council vacancy by way of by-election is \$12,000 to \$15,000 and will be funded from the Elections Lifecycle Reserve for the 2018 Municipal Election.

Available funding remaining for the 2018 Municipal Elections from the Elections Lifecycle Reserve will be reviewed as part of the 2017 budget considerations.

### **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:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

/lm



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 31/16

**TO:** Mayor and Members of Council

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

**DATE:** September 6, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Essex Region Greenway Trail Extension  
Land Acquisition from 1185604 Ontario Inc. and  
Final Transfer Payment Agreement under the OMCIP

---

### **RECOMMENDATIONS**

It is recommended that:

1. The Mayor and the Clerk be authorized to execute an Agreement of Purchase and Sale between The Corporation of the Town of Tecumseh (Town) and 1185604 Ontario Inc. to acquire Part of Lot 303 Concession South of Talbot Road now designated as Parts 2,3, and 4 on Plan 12R-26617 in the Town of Tecumseh, in the County of Essex Province of Ontario (Lands), to facilitate the construction of the Essex Region Greenway Trail Extension to the Herb Gray Parkway Trail; and that
2. The Mayor and the Clerk be authorized to execute the Final Transfer Payment Agreement under the Ontario Municipal Cycling Infrastructure Program between the Town and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario.

### **BACKGROUND**

Council received Planning & Building Services Report No. 31/15 respecting the Essex Region Greenway Trail Extension to the Herb Gray Parkway Trail and an Application for Ontario Municipal Cycling Infrastructure Program (OMCIP) Funding at their October 13, 2015, Regular Meeting.

An application was subsequently filed by the Town, in collaboration with ERCA, for OMCIP Funding in November 2015 to support the construction of the Essex Region Greenway Trail Extension (Greenway Trail) westerly approximately 3 km, to connect to the Herb Gray Parkway Trail.

On March 11, 2016, the Town received confirmation that the funding application to The Ministry of Transportation under the OMCIP was approved in the amount of \$325,000.

The Greenway Trail construction cost is budgeted at \$900,000. The funding partners are shown in the following Table:

<i>Funding Partners</i>	<i>Total</i>	<i>Percent of Total</i>
Town	\$180,000	20%
OMCIP	\$325,000	36%
ERCA, Essex Region Conservation Foundation, County of Essex, Trans Canada Trail	\$395,000	44%

The Town committed to assisting ERCA with the acquisition of the lands necessary to facilitate the Greenway Trail. A Trail Agreement was entered into between the Town and ERCA, dated May 3, 2016. The Trail Agreement provides for the Town to acquire the necessary lands and construction of the Greenway Trail, with ERCA being responsible for all costs incurred by the Town; and following completion of the Greenway Trail, and after some as of yet determined period of time, the conveyance to ERCA.

## **COMMENTS**

In keeping with the Trail Agreement, the Town and ERCA have been endeavouring to negotiate Agreements of Purchase and Sale with the owners of the lands necessary to facilitate the Greenway Trail.

The lands necessary to facilitate the Greenway Trail are shown as Parts 1 through 18 on Plan 12R-26617 as registered in the Land Titles Office Division of Essex (12).

An Agreement of Purchase and Sale has been negotiated with the owner of Parts 2, 3, and 4, [1185604 Ontario Inc.] at a cost of \$61,933.88.

It is recommended that the Mayor and the Clerk be authorized to execute the Agreement of Purchase and Sale with 1185604 Ontario Inc, as well as any further documents necessary to implement the Agreement.

A by-law to provide the authorization will also be presented at the September 13, 2016, meeting of Council. Appended to the by-law is a copy of the Agreement of Purchase and Sale.

The Ministry of Transportation has now provided the Final Transfer Payment Agreement in relation to the approved funding application under the OMCIP.

It is recommended that the Mayor and the Clerk be authorized to execute the Final Transfer Payment Agreement. A by-law to provide the authorization will also be presented at the September 13, 2016, meeting of Council. Appended to the by-law is a copy of the Final Transfer Agreement.

## **CONSULTATIONS**

ERCA  
Town Solicitor  
Director Financial Services & Treasurer  
Director Parks & Recreation  
Director Planning & Building Services

## **FINANCIAL IMPLICATIONS**

As part of the grant process the Town has committed to fund \$180,000 towards grant eligible costs while the proposed Trail Agreement provides a mechanism for the Town to recover this contribution from ERCA at some point in the future. At the appropriate time, Administration will recommend that this funding be provided from the Infrastructure Reserve and that amounts received from ERCA be used to pay back the Infrastructure Reserve.

## **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:

---

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

Fire Department  
Report No. 05/16

**TO:** Mayor and Council

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

**DATE:** August 25, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Fire Chief's Q2 & Q3 of 2016 Fire Rescue Services Update

---

### **RECOMMENDATIONS**

It is recommended that:

1. Report No. 05-16 Fire Chief's Q2 and Q3 of 2016 Fire Rescue Services Update be received.

### **BACKGROUND**

This report provides the Fire Chief's Fire/Rescue Services update for the months of April, May, June, July and August 2016.

### **COMMENTS**

The following events/issues are tendered for your information and consideration.

1. Inspections and Public Education

(a) Inspections (April – June)

Year	A	C	D	E	F	H	Total
Q2 2016	6	15	41	47	65	0	174
Q2 2015	14	11	54	19	46	1	145

**Legend:**    **A** – Assembly    **C** – Residential    **D** – Personal Business/Service  
                  **E** – Mercantile    **F** – Industrial    **H** – Investigations

Joint Inspections

The Tecumseh Fire Department is in consultation with the Building Department regarding new construction and existing building inspections on an ongoing basis. On occasion, as requested by outside agencies, the Fire Department will also liaise regarding inspections as well.

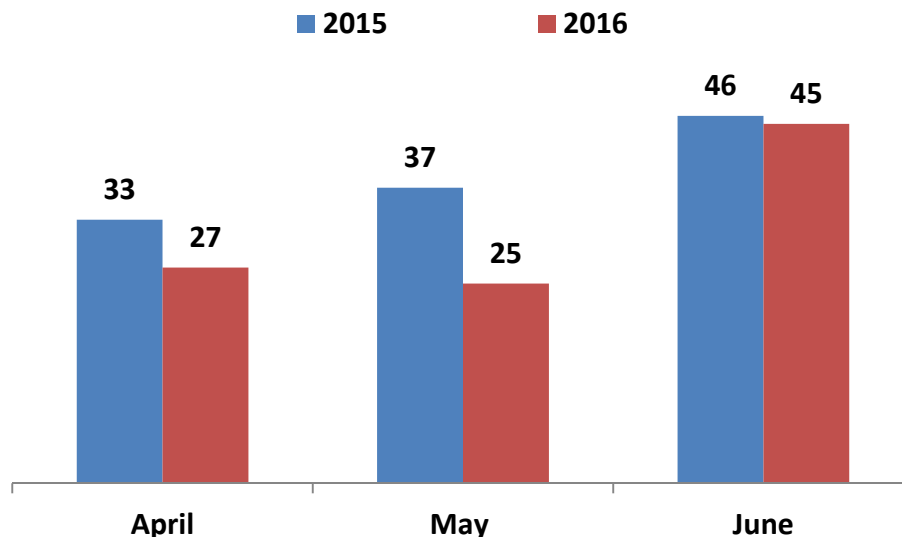
(b) Public Education

Firefighters continue to educate themselves and the public regarding Fire Safety through a continued "door to door" Public Education Project, as well as attending community functions where information, smoke detectors and emergency information pamphlets are distributed.

2. Runs to Date

The table below summarizes the number of incidents (cumulative totals) for the second quarter (Q2) of 2015 with comparative statistics for the second quarter (Q2) of 2016.

**Number of Incidents – Q2 2015 compared to Q2 2016**



3. Training and Education

(a) Courses

The Deputy Chief has attended C.E.M.C. (Community Emergency Management Course) and has subsequently completed the required testing through E.M.O. (Emergency Management Ontario). Municipal compliance is maintained through the completion of these required courses. He has also completed the first level of training through Dalhousie University and will continue through until completion.

(b) Specialized Training

Specialized training that included Silo Rescue, Farm Machinery Rescue and the handling of farm animals in an emergency situation was conducted at a local farm. Water Rescue training was also conducted on two training nights on the Waterfront Park shoreline.

(c) Fitness

Tecumseh Fire, under the direction of its Fitness Committee continues physical fitness training (mandatory) as part of our weekly maintenance for all Firefighters and Chiefs. One half hour each Tuesday night is set aside to train by completing different physical fitness activities as set out by the Committee.

(d) New Recruits

Two new Firefighters were hired as a result of the last set of testing and interviews. The Department now has a full complement of forty (40) Firefighters; twenty (20) reporting to each station. One Captain has reached completion of his probation and will continue in that role at Station #2.

4. CO Calls

Between April 1 and July 31, 2016, Fire Administration responded to nine (9) CO calls with no CO present and eight (8) calls with high readings of CO and symptoms.

Tecumseh Fire carries CO detectors on each lead engine and on both Command vehicles. When a residence does not have a CO detector or their own is defective, a loaner will be left by Tecumseh Fire. The homeowner is given five (5) days to return the one belonging to the Fire Department.

**CONSULTATIONS**

None

**FINANCIAL IMPLICATIONS**

None

## **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 x

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 Fire Services & Fire Chief

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

DP:kp



**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

**PARKS & RECREATION SERVICES  
DEPARTMENT  
Report No. 23/16**

**TO:** Mayor and Members of Council

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

**DATE:** September 1, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Rink Board & Illuminated Sign Advertising

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**RECOMMENDATIONS**

It is recommended that:

1. The Parks & Recreation Services Department take over the responsibility of selling the arena board and illuminated sign advertisement at the Tecumseh Arena;
2. AND THAT any arena board illuminated sign advertisement revenue in excess of the annual operating base budget of \$14,000 be allocated to the Arena Reserve fund for future capital enhancements;
3. AND FURTHER THAT the following advertisement fees be approved and added to the 2016 fees and charges bylaw:

Rink Boards	\$ 600	HST additional
2 <sup>nd</sup> Rink Board	\$ 500	HST additional
Illuminated Wall Panel 3' X 15'	\$1600	HST additional
Illuminated Wall Panel 5' X 9'	\$1200	HST additional
Illuminated Wall Panel 5' X 5'	\$1000	HST additional

**BACKGROUND**

The Town of Tecumseh has contracted out the arena board and illuminated signs advertising at the Tecumseh Arena through an agreement with Dow Sign System since 2006. The last renewal agreement commenced on January 1, 2011 and expired on December 31, 2015.

**COMMENTS**

Arena advertising is an important revenue generator for the Tecumseh Arena. Tecumseh has contracted out the arena advertising to a 3<sup>rd</sup> party through an agreement since 2006. The Town's share of revenues through this contract has decreased during the past 5 years.

Administration is recommending to Council that the Parks & Recreation Services Department take over the responsibility of selling the arena board and illuminated signs, in an effort to rebuild this important revenue generator.

As there is no fee currently approved in the annual fees and charges schedule for the advertising rates, it is recommended that the following annual rates be approved, note HST is additional to all proposed fees:

Rink Boards	\$ 600
2 <sup>nd</sup> Rink Board	\$ 500
Illuminated Wall Panel 3' x 15'	\$1600
Illuminated Wall Panel 5' x 9'	\$1200
Illuminated Wall Panel 5' x 5'	\$1000

It is also recommended that any arena board and illuminated sign revenues in excess of the annual operating base budget of \$14,000 be allocated to the Arena Reserve fund for future facility capital improvements.

**All advertisements will require the approval of the Director Parks & Recreation Services or designate with respect to the design and content of the advertisement. The Town will retain the right to reject any advertisement that it deems inappropriate for any reason.**

## **CONSULTATIONS**

Financial Services  
Corporate Services & Clerk

## **FINANCIAL IMPLICATIONS**

Advertising and Sponsorship revenues assist in meeting overall budget targets for the Tecumseh Arena Facility. User fees continue to be the largest source of revenue for the Arena. There is no impact to the 2016 approved operating budget.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachments: n/a



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Services  
Report No. 24 /16

**TO:** Mayor and Members of Council

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

**DATE:** August 23, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Design / Build Services Award – Lakewood Park Pedestrian Bridge

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### **RECOMMENDATIONS**

It is recommended that:

1. The proposal provided by AMICO Infrastructures Inc. to provide the design/build services for the Lakewood Park Pedestrian Bridge, in the amount of \$165,600 for Option 2 Powder Coated, be approved; and that the Mayor and Clerk be authorized to enter into an agreement, satisfactory in form to the Town's Solicitor, with AMICO Infrastructures Inc.

### **BACKGROUND**

At the May 26, 2015 Regular Meeting of Council, Council authorized Administration to install a pedestrian bridge crossing over the storm water channel in Lakewood Park (Motion: RCM – 184/15). Funding for the project was to be provided from the Canada 150 Community Infrastructure Grant, the Waterfront Park Reserve and the Infrastructure Reserve.

The Lakewood Park Pedestrian Bridge was proposed to be a 24 metre long and 3 metre wide pedestrian crossing of the storm water channel along the Lakewood Park pathway. The design/build project will consist of all aspects of the project, from site planning through to final construction.

Two prices were requested: Option 1, Painted and Option 2, Powder Coated. Two options were requested in order to allow the Town to choose the option that provided the most maintenance free installation while balancing the cost for benefit. A painted bridge will require periodic maintenance and Administration has the understanding that a powder coated option will provide longer corrosion resistance, thus achieving a more maintenance free finish.

### **COMMENTS**

A Request for Proposals (RFP) for the project was advertised on the Town's website with direct notification to the Windsor Construction Association. The proposals were received publicly in Council Chambers and in the presence of Administration.

Proposals were received up to and including August 18, 2016, at which time four (4) Proponents submitted proposals; AMICO Infrastructures Inc., Newton Group Ltd., WRD Canada, and Facca Incorporated.

The RFP submissions were reviewed by Administration.

Proponents	Proposal Price Option 1 Painted	Proposal Price Option 2 Power- Coated
AMICO Infrastructures Inc.	\$146,100	\$165,600
WRD Canada	**	**
Newton Group Ltd.	\$192,251	***
Facca Incorporated	\$216,500	****

\*\* Did not provide a price for the requested Painted or Powder Coated Steel Bridge but rather provided a price for timber option only.

\*\*\* Did not provide, as requested, a price for Power Coated Steel Bridge; provided price for Gal/Precast option.

\*\*\*\* Did not provide, as requested, a price for Power Coated Steel Bridge; provided price for Zinc Epoxy Polyurethane option.

As per the RFP proposal call and after Administration had researched various bridge options, the Town specifically requested pricing proposals for Option 1 a Painted Steel Bridge and Option 2 a Power Coated Steel Bridge. It must be noted, Administration's preferred option was the powder coated bridge as in our opinion it would provide the most durable surface. Only firm 1 AMICO Infrastructures Inc. submitted as requested a price proposal for Option 2 a steel power coated bridge, all other firms provided alternative options to the powder coated, which was not requested in the RFP.

The Proposals were evaluated on the degree to which they meet requirements of the project based on the criteria listed in the RFP. Amico Infrastructures Inc. was the highest scoring proponent.

Based on a review and scoring of the RFP submission, and the fact they were the only one to submit a price for the powder coated steel bridge, Administration recommends that Council award the RFP for the Design/Build Services for the Lakewood Park Pedestrian Bridge in the amount of \$165,600 excluding HST to AMICO Infrastructures Inc. and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with AMICO Infrastructures Inc.

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Director Public Works & Environmental Services

## **FINANCIAL IMPLICATIONS**

The total anticipated project costs using the tendered price is as follows:

Tendered Amount	\$165,600
Non Rebateable HST (1.76%)	\$2,915
<b>Total</b>	<b>\$168,515</b>
Bridge Budget (allocated through Canada 150)	\$200,000
<b>Allocation Surplus</b>	<b>\$31,485</b>

Using the submitted cost for the design and construction, and non-rebateable HST, the total project cost will be within the approved allocation under the Canada 150 Community Infrastructure Grant Program.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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Paul Anthony, RRFA  
Director Parks & Recreation

Reviewed by:

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Services  
Report No. 25 /16

**TO:** Mayor and Members of Council

**FROM:** Casey Colthurst, Manager Parks and Horticulture

**DATE:** September 6, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Tender Award for the Request of Quotations  
Pathway Construction in Various Parks

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### **RECOMMENDATIONS**

It is recommended that:

1. The quotation provided by Pettit Paving to construct pathways in various parks in the amount of \$91,997 plus HST be approved.

### **BACKGROUND**

At the January 12, 2016 Regular Meeting of Council, Council approved Parks and Recreation Services Report # 2/16: Parks Five Year Capital Projects, including the construction of pathways and basketball courts as follows:

- McNorton Pathway – within the right of way along McNorton between Lesperance to Windsor city limit.
- Town Hall Pathway – from McNorton south to the entrance to the skate park.
- Shawanoe Park Pathway – replacing the existing pathway linking Amberley Crescent to St Gregory's, along with a connection to Parkland Crescent
- Dorset, Dresden and Peace Park - replacing the existing half-court basketball courts.

### **COMMENTS**

Administration prepared a "Request for Quotation (RFQ) Pathway Construction in Various Parks". The RFQ was advertised on the Town's website. The Clerk received 2 responses to the RFQ.

The received quotations were as follows:

Proponents	Quotation (HST extra)
Pettit Paving	\$91,997
Quinlan Inc.	\$182,702

The quotation from Pettit Paving is within the budget estimate of \$106,000.

## **CONSULTATIONS**

Director Financial Services & Treasurer  
Director Parks and Recreation

## **FINANCIAL IMPLICATIONS**

Administration recommends Council accept the quote of \$91,997 from Pettit Paving for the construction of pathways and basketball courts in various parks.

Tendered Amount	\$91,997
Non Rebateable HST (1.76%)	\$1,619
<b>Total</b>	<b>\$93,616</b>
Project Budget	\$106,000
<b>Allocation Surplus</b>	<b>\$12,384</b>

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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Casey Colthurst  
Manager Parks & Horticulture

Reviewed by:

Reviewed by:

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

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Paul Anthony, RRFA  
Director Parks & Recreation

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer



**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

**PLANNING AND BUILDING SERVICES  
DEPARTMENT  
Report No. 26/16**

**TO:** Mayor and Members of Council

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

**DATE:** September 6, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Official Plan and Zoning By-law Amendments  
Summary of Public Consultation and Planning Analysis  
Del Duca Industrial Park Ltd.  
North-East Corner of 8<sup>th</sup> Concession/North Talbot Road Intersection  
OUR FILE: D19 DELDUC

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**RECOMMENDATIONS:**

It is recommended that:

1. A by-law having the effect of amending the Sandwich South Official Plan for a 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8<sup>th</sup> Concession/North Talbot Road intersection, from "Hamlet Development" to "Business Park", in order to facilitate the development of the lands for an industrial subdivision/business park, be adopted;
2. A by-law having the effect of amending the Sandwich South Zoning By-law 85-18 for a 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8<sup>th</sup> Concession/North Talbot Road intersection, from "Agricultural Zone (A)" to "Holding Industrial Zone (H)M1", in order to facilitate the development of the lands for an industrial subdivision/business park, be adopted; and
3. A by-law placing the subject property under site plan control, in accordance with subsection 6.4.3 of the Sandwich South Official Plan, be adopted.

**BACKGROUND:**

On August 9, 2016, Council held a public meeting in accordance with the provisions of *The Planning Act* to hear comments on proposed applications to amend the Sandwich South Official Plan and Zoning By-law to facilitate the development of an industrial subdivision/business park on the 21.6 hectare property situated at the north-east corner of the 8<sup>th</sup> Concession/North Talbot Road intersection (see Attachment No 1).

The subject property is bordered by 8<sup>th</sup> Concession Road to the west, beyond which are industrial lots that front directly onto 8<sup>th</sup> Concession Road as well as a number of interior roads farther to the west. A residential dwelling and vacant agricultural land (owned by Union Gas) abut to the north

with the former Canada Southern Railway (currently abandoned) abutting to the north-east, beyond which are industrial lots that front onto County Road 46. Weston Park abuts to the east, which provides a physical separation from a number of residential homes fronting the north and south side of North Talbot Road east of the subject property. A residential dwelling abuts the subject property to the southeast. North Talbot Road borders the southerly extent of the subject property, beyond which are agricultural lands (see Attachment 2). The subject property is currently vacant.

The purpose of this Report is to summarize the nature of the comments received and recommend a course of action with respect to the proposed Official Plan and Zoning By-law amendment applications.

## **COMMENTS:**

### **Comments Received for the August 9, 2016 Public Meeting**

Email correspondence was received from the public with respect to the proposed Official Plan and Zoning By-law amendments and verbal comments were presented directly to Council at the August 9, 2016 statutory public meeting. The issues raised by these stakeholders are summarized below in italics and are followed by the Administrative response.

#### **Issue No. 1 – Subject Property should be developed for residential uses**

*The subject property should be developed for residential uses rather than industrial uses. This would increase the residential component of the Oldcastle Hamlet. The historical intent of the subject property was that it would be reserved for residential development.*

#### **Response**

Administration continues to be of the opinion that the Official Plan and Zoning By-law Amendment applications proposing that the lands be used for light industrial development on full municipal services will result in appropriate development that is suitable and compatible with surrounding existing and proposed uses and will result in orderly development. With respect to the statement regarding “historical intent”, it can only be observed that there has been ongoing communication with the property owner regarding its potential future use in an industrial manner since as early as the 1990’s. Administration is not familiar with any documentation or “historical intent” that the subject property would be reserved for residential development. It is noted that such intent is not expressed in the currently approved Official Plan, wherein there is an indication that the lands are suitable for urban development, with the preferred type of development to be established after analysis and a formal amendment process.

### **Issue No. 2 – Current Industrial Land Supply**

*There are ample vacant or undeveloped properties that are currently designated and zoned for industrial purposes. The subject property does not need to be used for industrial uses.*

#### **Response**

The foregoing statement is not consistent with the analysis that has been undertaken, particularly that contained in the Town's document titled "*Tecumseh New Official Plan Process, Employment Lands Discussion Paper*", dated May 2013, which was one in a series of papers intended to provide background information in support of the preparation of the Town's New Official Plan. Based on the analysis contained therein, additional industrial designated land is required in the Town in order to ensure an adequate supply of land is available for new industrial development. The proposed applications to amend the Official Plan and Zoning By-law to allow light industrial uses on the subject property assist in meeting this demand.

### **Issue No. 3 – Noise**

*Residential uses in the vicinity will be adversely impacted by noise generated by the future industrial uses (and associated trucking).*

#### **Response**

Land zoned Industrial Zone (M1) is subject to Performance Standards in accordance with Section 14.1.15 of the Zoning By-law, wherein the following is established:

*"All industrial uses within the Industrial (M1) Zone shall meet the following performance standards to ensure the safety and comfort of all persons within the Industrial (M1) Zone and in adjoining zones. The performance standards to be complied with shall include all municipal, provincial and federal regulations with respect to air and water pollution, industrial safety and work standards as well as the following specific standards:*

- b) No noise shall exceed 60 dBA (decibels) during the day or 50 dBA at night at the boundaries of the lot provided that short intermittent noise peaks are permitted."*

For comparative purposes, the following is provided:

50 dBA	Quiet suburb, conversation at home, large electrical transformer at 30 metres
60 dBA	Conversation in an office, outside air conditioning unit at 30 metres

In addition, it is noted that the applicant's registered professional planner undertook a detailed analysis of this proposal in the context of the Ministry of Environment and Climate Change's (MOECC) *D-6 Guideline*, which is the current standard for land use compatibility issues in Ontario. In summary, it was found that, with the exception of two immediately abutting residences, all other sensitive land uses (e.g. residential) in the vicinity were at or beyond the 70 metre "recommended minimum separation distance" between industrial and residential uses. It was further noted that the two immediately abutting residences can be adequately mitigated through design considerations when the actual detailed use of the abutting industrial property is known. Town Administration concurs with these findings.

In conclusion, it is the opinion of Administration that residential uses in the vicinity of the subject property will not be adversely affected by the proposal as a result of noise concerns.

#### **Issue No. 4 – Traffic and Resident Safety**

*The development of the property for industrial uses would exacerbate traffic problems within the immediate area and specifically along Oldcastle Road and North Talbot Road. As these two roads do not have sidewalks, this will increase traffic dangers for area pedestrians and cyclists. In addition, the "No Truck Route" signs in the area are not stopping truck traffic from using the roadways.*

#### **Response**

The applicant has completed a traffic impact study which demonstrates the adequacy of the road network, subject to a number of improvements that will need to be undertaken by the proponent. Details of the improvements will ultimately be included in the development agreement that will have to be executed prior to development proceeding. The need for improved signage and enhanced enforcement of the "No Truck Route" zones will be investigated in response to the concerns raised by the public.

With respect to concerns for pedestrian safety, it is acknowledged that Weston Park is an amenity that is intended to be available to the local residents. Accordingly, consideration needs to be given to the issue of safe passage to the park from the residential clusters along North Talbot Road to the east and Oldcastle Road to the south. The introduction of sidewalks/trails in the road allowance along these corridors will be investigated by Administration to determine costs and potential timing of construction. It is anticipated that the developer will be required to construct a trail extension along the north side of North Talbot Road adjacent to the development lands in keeping with the direction in the Town's Parks and Recreation Master Plan. This would provide an important link that would ultimately be extended to Weston Park to the east and extended to the trail that currently terminates at the Ciociaro Club to the west.

In light of the foregoing, it is the opinion of Administration that traffic issues will be adequately addressed contemporaneously with the development of the subject property.

### **Issue No. 5 – Increased Dust/Particulate**

*An increase in dust/particulate will occur due to industrial truck traffic and will impact the air quality and the nearby residential areas and the abutting Weston Park.*

### **Response**

All municipal roads leading to and to be constructed within the proposed development will be hard-surfaced (either asphalt paving or concrete), thereby limiting dust generation. In addition, the Town's standard for new parking/access/loading areas within industrial developments is for either asphalt paving or concrete, which will be regulated through site plan control approval. Gravel surface with dust control is only permitted where there is limited vehicular movement and is typically associated with outdoor material storage areas and longer term transport trailer parking areas. Typically, hard-surfacing is provided in the front portion of the property (in front of the building), along the municipal roadway. Accordingly, there is limited opportunity for dust emission from the proposed development.

In addition it is noted that the following Performance Standard (Section 14.1.15 of Zoning By-law) will apply:

*“a) No dirt, dust or particulate matter shall be discharged into the air.”*

Given the foregoing, and once again having regard to this proposal in the context of MOECC's *D-6 Guideline*, it is the opinion of Administration that surrounding land uses (including residential and Weston Park) will not be adversely affected by dust as a result of the proposed development.

### **Issue No. 6 – Chemical Spills**

*Concerns regarding the type of materials/chemicals will be used in the future industrial uses and what safety precautions will be taken to prevent dangerous materials from being brought into the area.*

### **Response**

The MOECC, through *The Environmental Protection Act* and accompanying regulations, along with various Provincial regulations pertaining to the use, storage and transportation of chemicals and hazardous material provide a comprehensive legislative and regulatory framework to ensure that hazardous wastes are managed in an environmentally safe manner.

In addition, there is a general prohibition in the Zoning By-law (Section 5.17, Dangerous Uses and Dangerous Situations) that establishes *“no land, building or structure shall be used in the Municipality for the industrial manufacture, storage or distribution of... [various combustible materials]... or other combustible or inflammable or liquid materials which is likely to create danger to health, or danger from fire or explosion...”*

As well, Section 5.18, Noxious Uses, of the Zoning By-law establishes that “*any use is prohibited which by its nature or by the material used therein is declared under the Public Health Act or The Environmental Protection Act, or any regulation thereunder, to be a noxious or offensive trade, business or manufacture.*”

Having regard to all of the foregoing, it is the opinion of Administration that there is an adequate regulatory framework to reasonably mitigate this concern.

### **Issue No. 7 – Reduction in Property Values**

*The industrial development of the lands will lower the property values of the abutting properties.*

### **Response**

There is no professional evidence supporting this statement nor is it an accepted independent variable used in professional land use planning analysis. However, it is appropriate to consider issues of compatibility and having regard to the character of an area in the process of evaluating potential impacts, in addition to other considerations. It continues to be our professional planning opinion that the proposed industrial development is compatible with the surrounding land uses and is generally in keeping with the character of the broader area. This is influenced by the significant industrialization that has occurred in Oldcastle and its evolving character over the last 30 to 40 years.

### **Issue No. 8 – Impacts on Weston Park**

*The proposed development will deter people from using Weston Park, which abuts the subject property to the immediate east*

### **Response**

The principle activity areas of Weston Park are situated along the easterly portion of the property, beyond the 70 metre “recommended minimum separation distance” established in MOECC D-6 Guideline. In addition, it is noted that a stormwater management facility (swm pond) is proposed along a majority of the shared lot line between the industrial development and Weston Park, creating an opportunity for this swm pond to be incorporated into Weston Park as an amenity feature (see Attachment 3). The positioning of the swm pond (which will ultimately be conveyed to the Town as part of the municipal infrastructure constructed by the developer of the subject property) will also provide a further separation of the proposed industrial uses from Weston Park. Detailed site design considerations at the time of subdivision and site plan approval will be used to provide enhanced visual screening (through a combination of landscape features and fencing) where appropriate along the common lot line as well as integration of the swm pond with the park to optimize this potential amenity feature.

It is the opinion of Administration that the proposed development will not deter people from using Weston Park.

## **Planning Analysis**

A detailed planning analysis addressing the policies contained within the Provincial Policy Statement, the County of Essex Official Plan and the Sandwich South Official Plan was provided by way of Planning and Building Services Report 18/16. This Report was received and reviewed by Council at its July 12, 2016 Regular Council Meeting and at the subsequent Public Meeting on August 9, 2016.

A summary of the aforementioned planning analysis is provided below:

### **1. Provincial Policy Statement (PPS)**

Planning authorities shall promote economic development and competitiveness by providing for an appropriate mix and range of employment and institutional uses to meet long-term needs of a municipality. In addition, they should provide opportunities for a diversified economic base, including maintaining a range and choice of suitable sites for employment uses which support a wide range of economic activities and ancillary uses, and take into account the needs of existing and future businesses.

Accordingly, the proposed development conforms to the goals and policies of the PPS.

### **2. County of Essex Official Plan**

Any amendment to a local official plan must be in conformity with the policy direction contained in the County of Essex Official Plan. The subject lands are within an identified Primary Settlement Area of the County Official Plan. The goals and policies of the County of Essex Official Plan are very similar in nature to those found in the PPS insofar as they encourage a range of urban development within identified settlement areas, such as the Oldcastle Hamlet within the Town of Tecumseh.

The County Official Plan specifically acknowledges the uniqueness of Oldcastle Hamlet as compared to other Primary Settlement Areas due to its role in the region as a significant regional employment district. The County Official Plan notes that the Oldcastle Hamlet has historically been the focus of manufacturing and establishes that it “shall be primarily developed with employment uses”. The County Official Plan further establishes that “the local Official Plan shall contain policies to ensure orderly and appropriate development”.

Accordingly, the proposed development conforms to the goals and policies of the County of Essex Official Plan.

### **3. Sandwich South Official Plan**

The subject property is designated “Hamlet Development” on Schedule “A-2” of the Sandwich South Official Plan (see Attachment 4). The goal of this designation is to identify lands that could be suitable for additional urban land uses that would be developed on full municipal services. The policies for the “Hamlet Development” designation provide specific requirements that need to be addressed prior to any amendments (that would have the effect of placing the lands into a specific land use designation) being contemplated.

Accordingly, prior to development proceeding on lands within this designation, further servicing and planning analysis is required in order to support changing the designation to a specific land use designation (e.g. from “Hamlet Development” to “Business Park” designation). This is the process that has been undertaken by the applicant vis-à-vis the submission of the subject Official Plan and Zoning By-law amendments and the various supporting documents, including:

- i) *Planning Justification Report, Del Duca Employment Centre – Tiziano Zaghi, MCIP, RPP, Planning Consultant, June 2016;*
- ii) *Traffic Impact Study, Del Duca Industrial Development, North Talbot Road at 8<sup>th</sup> Concession, Town of Tecumseh – RC Spencer Associates Inc., April 2016;*
- iii) *Stormwater Management Plan, Del Duca Industrial Development – RC Spencer Associates Inc., November 2015;*
- iv) *Issues Scoping Report, Del Duca Industrial, 5240 8<sup>th</sup> Concession Road, Tecumseh, Ontario – Biologic Incorporated, November 2015.*

In addition to the foregoing, the analysis contained in the document *Tecumseh New Official Plan Process: Employment Lands Discussion Paper, Planning and Building Services Department, Town of Tecumseh, May 2013*, as prepared by the Town, has been utilized in the consideration of the proposed amendments.

In light of the foregoing, it is the opinion of Administration that the requirements of the Official Plan have been adequately addressed in support of the proposed redesignation of the subject property to “Business Park”. The proposed development will be on full municipal services and will ultimately require the submission of detailed plans and the execution of a subdivision agreement to ensure compliance with Town and public agency development standards prior to any development taking place. It is noted that additional public and agency input will be required in accordance with the *Planning Act* at the time the land is proposed to be subdivided.

In conclusion, the proposed Official Plan and Zoning By-law amendments are in keeping with the relevant policies of the Official Plan.

### **Sandwich South Zoning By-law 85-18**

The subject property is currently zoned “Agricultural Zone (A)” on Map 7 of Sandwich South Zoning By-law 85-18. The applicant is seeking an “Industrial Zone (M1)” in order to permit the development of the property with the range of uses permitted in that zone. Procedurally, however, the lands should initially be placed in a “Holding Industrial Zone (H)M1” which allows the existing uses (agricultural) pending the execution of 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, in accordance with Section 6.3 of the Official Plan and Section 36 of the *Planning Act*. The (H) symbol is removed by the passage of a by-law at the appropriate time in the future and is only appealable by the applicant.

### **Site Plan Control**

Subsection 6.4.3 of the Sandwich South Official Plan establishes that new industrial developments shall be subject to site plan control. Accordingly, imposing site plan control on the subject property through a Council-adopted by-law is recommended. This will enable the Town to use the site plan control process to adequately address all servicing and site design issues prior to any new developments occurring on the subject property.

### **Conclusion**

In summary, it is the opinion of the writer, along with Town Administration, that the concerns/issues raised by those in attendance at the public meeting and through written correspondence to the Town have been adequately addressed. Administration continues to support the proposed development and believes that it provides for the logical extension of the existing industrial pattern in Oldcastle. Detailed site design issues will be addressed through the required Plan of Subdivision approval process and future site plan control agreements that will be finalized and recommended for execution by Council at a future date.

On the basis of all of the foregoing, it is the opinion of the writer that the proposed Official Plan and Zoning By-law Amendments are consistent with the Provincial Policy Statement, conform to the County of Essex Official Plan and Sandwich South Official Plan policies and will result in appropriate development based on sound land use planning principles.

Accordingly, Town Administration recommends that Council pass by-laws having the effect of amending the Sandwich South Official Plan and the Sandwich South Zoning By-law 85-15 in order to facilitate the development of the subject lands for an industrial subdivision/business park and further that a by-law be passed making the subject property subject to site plan control, all of which shall be in accordance with the provisions of the *Planning Act*.

### **CONSULTATIONS:**

This development application has been reviewed by:

Public Works and Environmental Services  
 Fire and Emergency Services

Planning and Building Services Report 26/16  
 Official Plan and Zoning By-law Amendments  
 Summary of Public Consultation and Planning Analysis  
 Del Duca Industrial Park Ltd.  
 North-East Corner of 8<sup>th</sup> Concession/North Talbot Road Intersection  
 OUR FILE: D19 DELDUC  
 September 6, 2016

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### **FINANCIAL IMPLICATIONS:**

There are no financial implications.

### **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 ☐

Planning and Building Services Report 26/16  
Official Plan and Zoning By-law Amendments  
Summary of Public Consultation and Planning Analysis  
Del Duca Industrial Park Ltd.  
North-East Corner of 8<sup>th</sup> Concession/North Talbot Road Intersection  
OUR FILE: D19 DELDUC  
September 6, 2016

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

Prepared by:

---

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

Reviewed by:

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

Recommended by:

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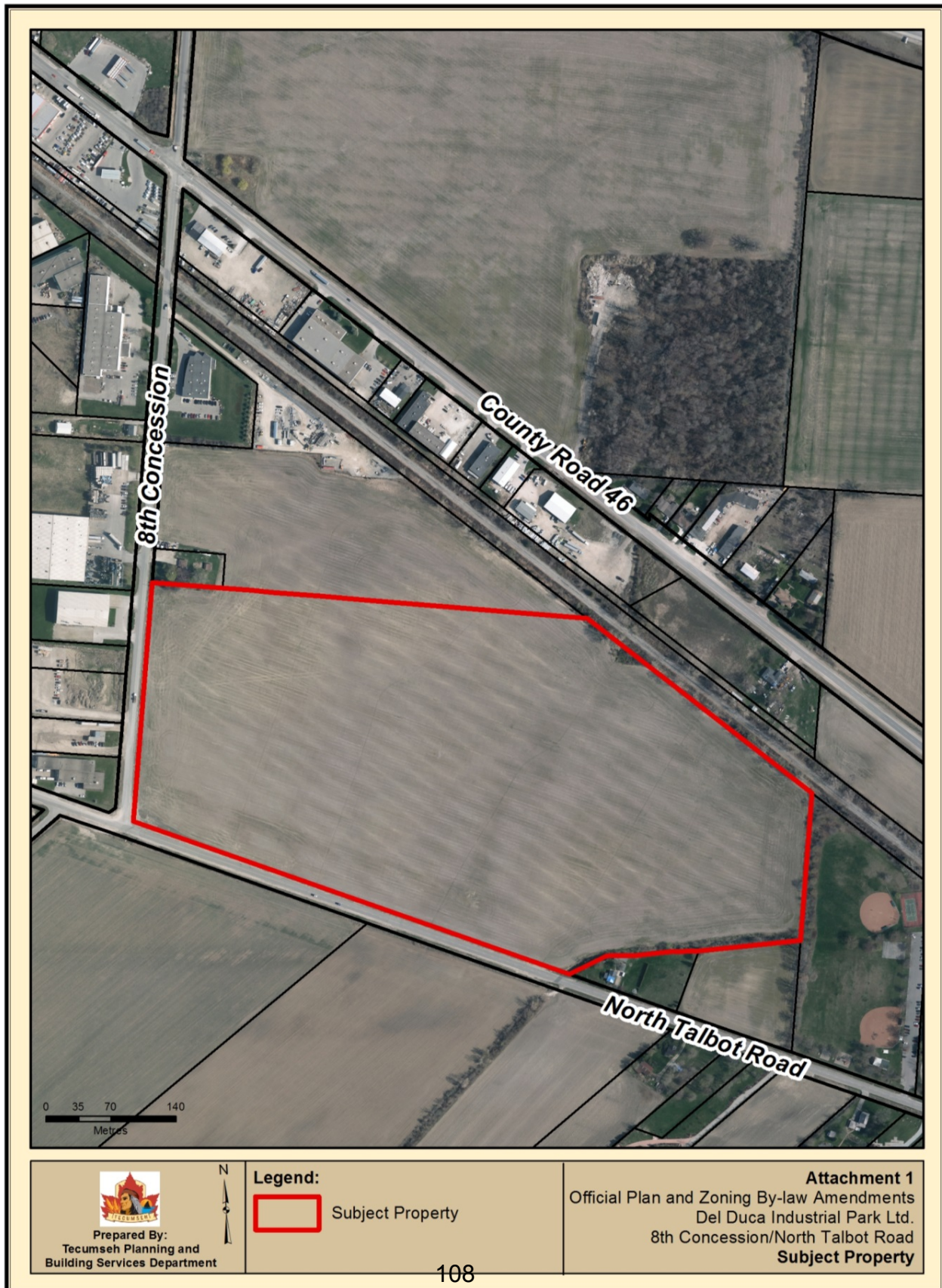
Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

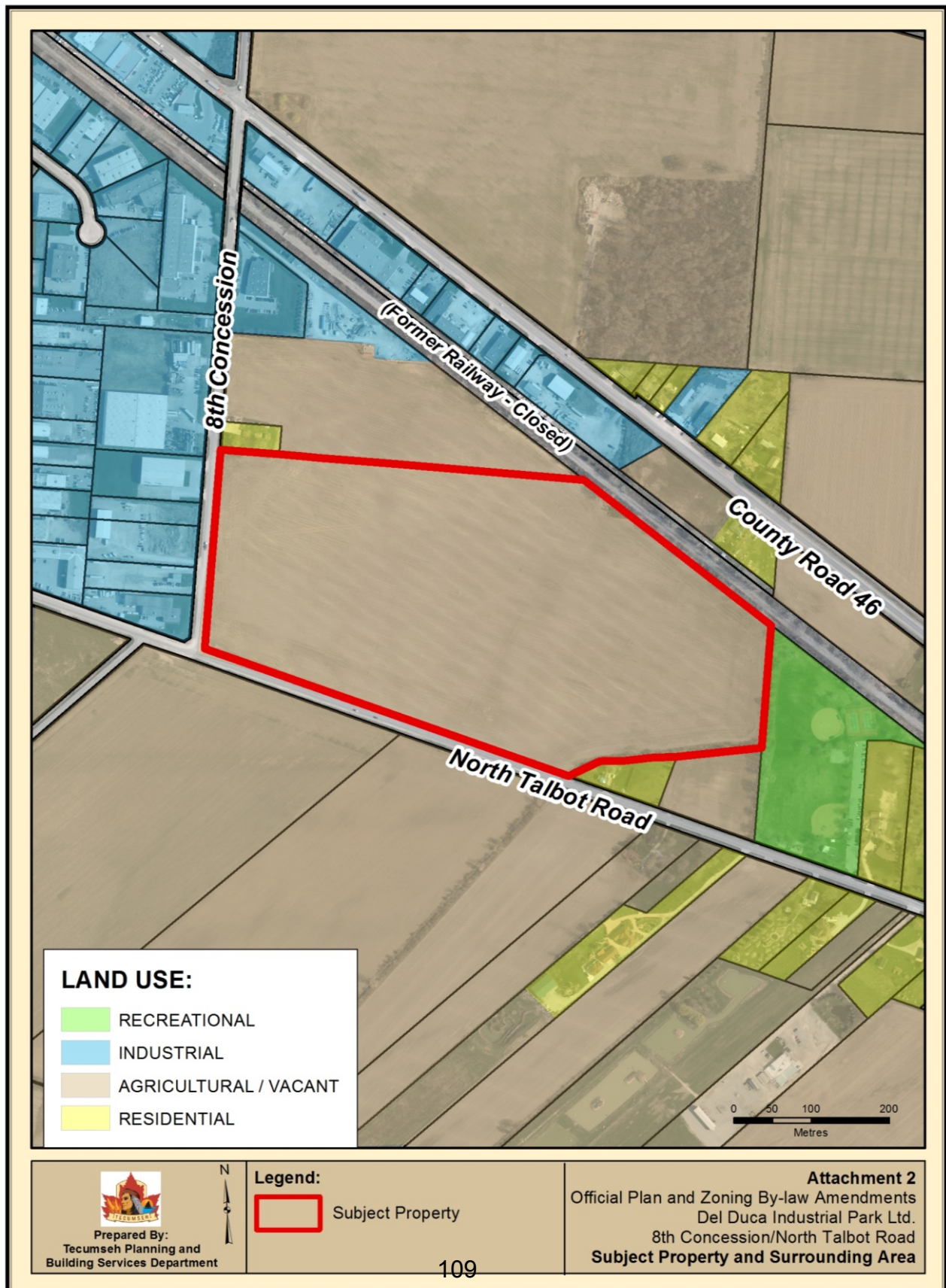
1. Subject Property Map
2. Subject Land and Surrounding Area Map
3. Proposed Conceptual Plan
4. Official Plan Map

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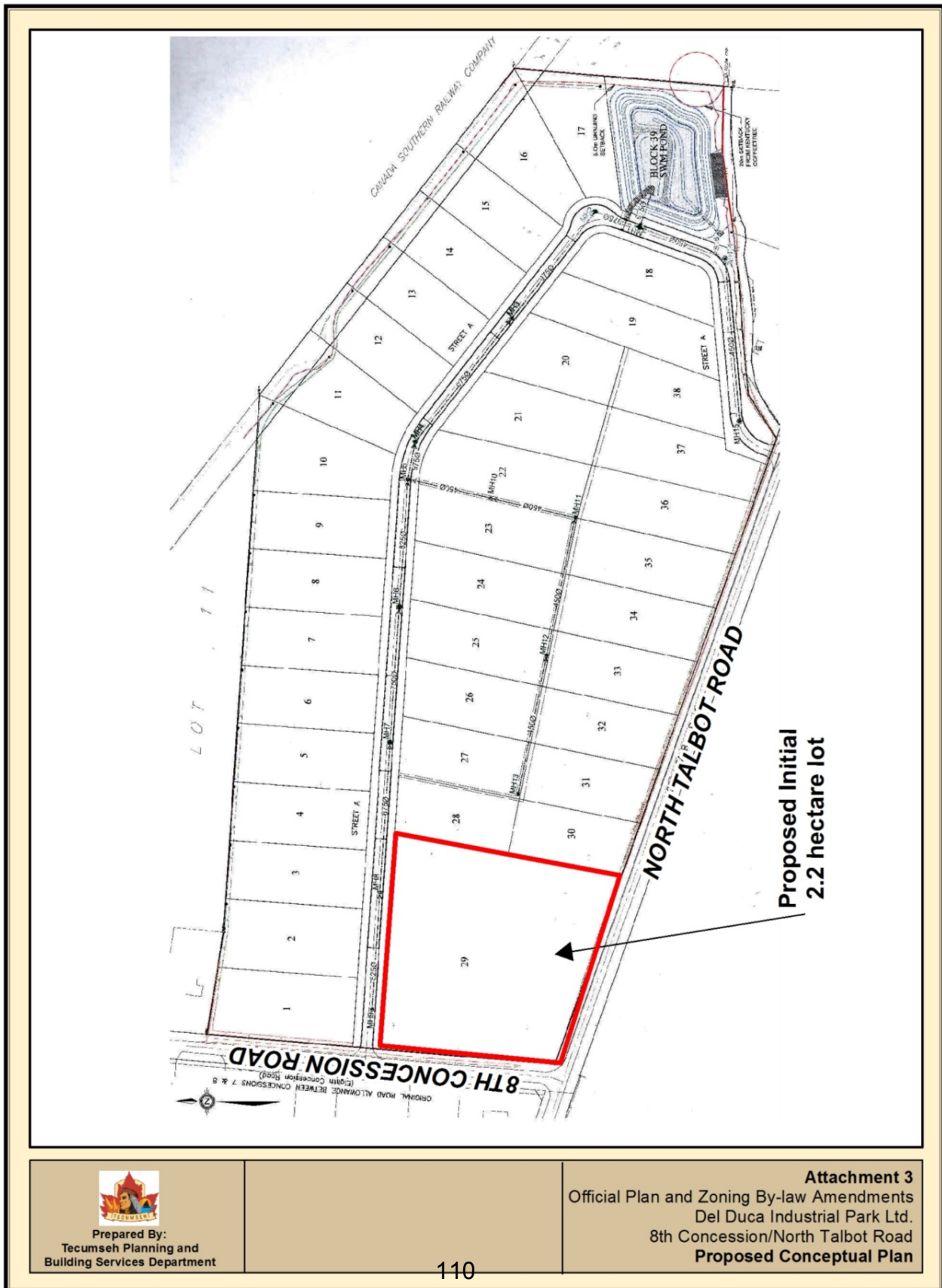
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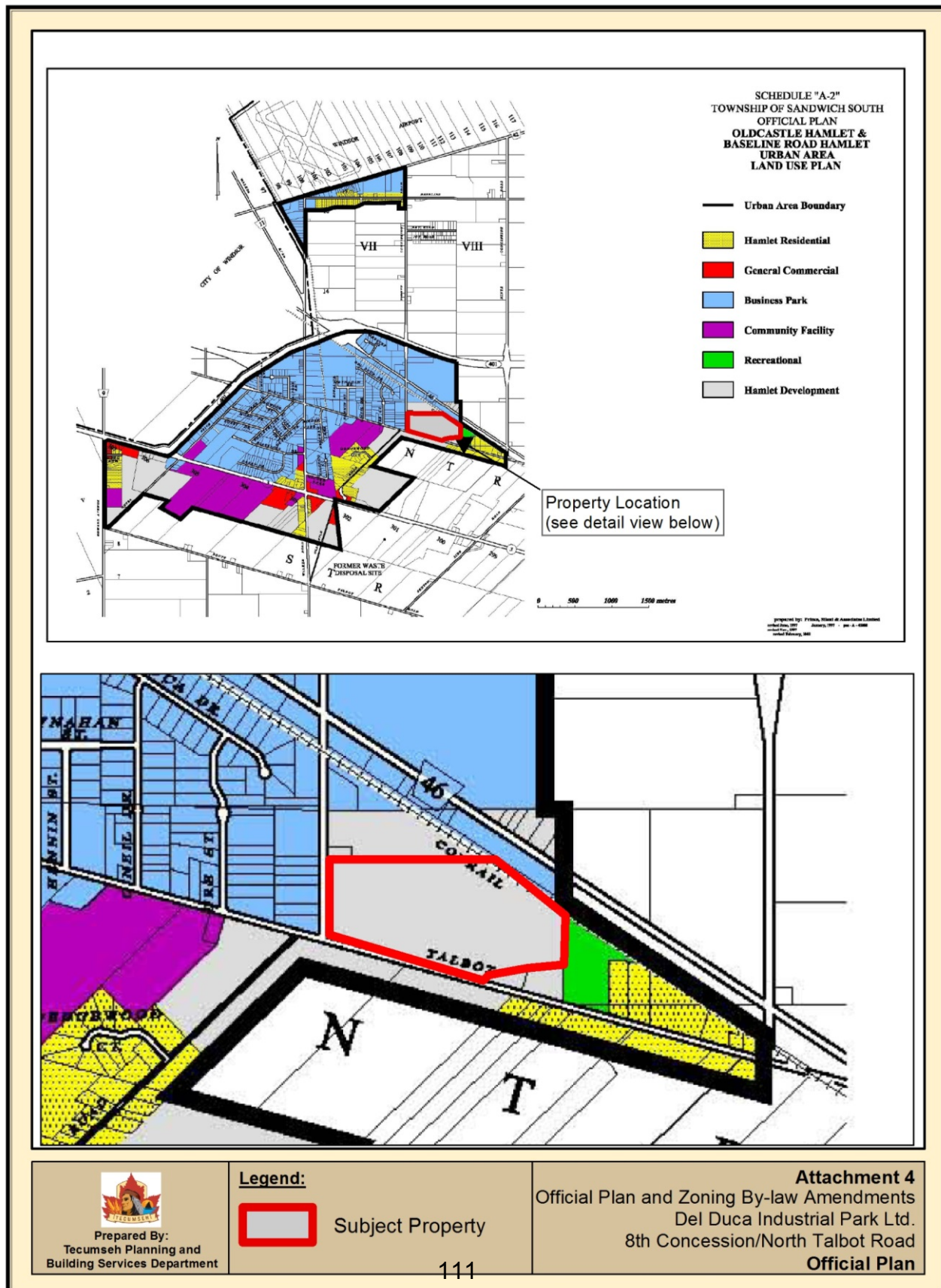


Planning and Building Services Report 26/16  
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 Del Duca Industrial Park Ltd.  
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 OUR FILE: D19 DELDUC  
 September 6, 2016



Prepared By:  
 Tecumseh Planning and  
 Building Services Department

Planning and Building Services Report 26/16  
 Official Plan and Zoning By-law Amendments  
 Summary of Public Consultation and Planning Analysis  
 Del Duca Industrial Park Ltd.  
 North-East Corner of 8<sup>th</sup> Concession/North Talbot Road Intersection  
 OUR FILE: D19 DELDUC  
 September 6, 2016





**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

**Planning and Building Services  
Report No. 27/16**

**TO:** Mayor and Members of Council

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

**DATE:** September 8, 2016

**DATE TO COUNCIL:** September 13, 2016

**SUBJECT:** Site Plan Control Agreement  
Jon Marwood Parks and Kathleen Ann Parks  
5470 Walker Road  
OUR FILE: D11 5470WA

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**RECOMMENDATIONS**

It is recommended that:

1. A by-law authorizing the execution of the *Jon Marwood Parks and Kathleen Ann Parks* site plan control agreement, satisfactory in form to the Town's Solicitor, which allows for the construction of a new 231 square metre (2,486 square foot) convenience store and associated gas bar and truck diesel card-lock facility, along with associated on and off-site works, on a 1.9 hectare (4.8 acre) parcel of land, located on the north-east corner of the Walker Road (County Road 11) / McCord Lane intersection (5470 Walker Road), be adopted, subject to the completion of the following prior to the Town's execution of the Agreement:
  - i) The Owner executing the Site Plan Control Agreement;
  - ii) The Owner posting security for performance pursuant to paragraph 6.1 of the agreement; and
  - iii) The requisite stormwater management report being approved by the Town and the Essex Region Conservation Authority.
2. The Mayor and Clerk be authorized to execute the site plan 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 agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan agreement on title to the lands and such other acknowledgement/directions for any related transfers or real property registrations contemplated by the site plan agreement.

**BACKGROUND**

An application for site plan control approval has been filed by D.C. McCloskey Engineering Ltd, on behalf of the property owners, Mr. & Mrs. Parks ("the Applicant") for the construction of a new 231

square metre (2,486 square foot) convenience store and associated gas bar and truck diesel card-lock facility, along with associated on and off-site works, on a 1.9 hectare (4.8 acre) parcel of land, located on the north-east corner of the Walker Road (County Road 11) / McCord Lane intersection (5470 Walker Road) (see Attachment 1). The subject property is currently vacant.

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

1. The aforementioned 231 square metre convenience store building and associated gas bar at the south-western end of the property;
2. A truck diesel card-lock facility and associated parking along the eastern portion of the property;
3. Associated asphalted vehicle parking areas and access driveways for the proposed uses; and
4. Landscaped buffering consisting of a berm with tree plantings along a portion of the northern lot line in order to provide enhanced buffering to the residential use that abuts to the immediate north.

## **COMMENTS**

### **Zoning**

The subject property is zoned “Neighbourhood Commercial Zone (C2-6)” in the Sandwich South Zoning By-law 85-18 (see Attachment 3). The C2-6 permits the proposed uses along with a range of other commercial-type uses. The proposed development, as depicted on the site plan, complies with the C2-6 zoning regulations.

### **Site Plan Design**

The applicant and its consulting team have worked very closely with Town Administration and the County of Essex in finalizing the site plan design for this development. The site plan agreement establishes the buildings and works to be constructed on the subject property, including paved parking and access areas, lighting, stormwater management features and landscaping. The Walker Road access to the site has been designed to discourage southbound trucks from turning left into the site and new signage on site will be installed that will prohibit these truck movements. This design has been reviewed and accepted by the County of Essex. Based on the foregoing, the location and layout of the new building, access points, parking areas, internal vehicular routes, landscaping features and site services are of a sound design and supported by Town Administration.

### **Servicing**

The proposed new development will be serviced by municipal water and stormwater services. Sanitary servicing will be provided through a private on-site septic facility to be approved by the Town’s Building Department. It should be noted that a 6 metre easement will be provided along the property’s frontage on Walker Road in order to facilitate the installation of a sanitary sewer in the future.

Stormwater is proposed to be managed through on-site stormwater management works that address both quality and quantity. The applicant has been advised that the approval of a Stormwater Management Report by the Town and ERCA will be required prior to the Town executing the site plan agreement.

### Summary

Town Administration has reviewed the proposed development and the associated on-site improvements and does not have any concerns. The draft agreement, as prepared by Mr. Edwin Hooker, Town Solicitor, with the site plan and site service plan attached thereto as Schedules "B", and "C", respectively, has been attached (see Attachment 4). 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 Owner are fulfilled. On the basis of the foregoing, Town Administration recommends that Council execute the aforementioned site plan control agreement.

### **CONSULTATIONS:**

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

Public Works and Environmental Services  
Fire and Emergency Services

### **FINANCIAL IMPLICATIONS**

There are no financial implications.

### **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:

Prepared by:

---

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

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Chad Jeffery, MA, MCIP, RPP  
Manager Planning

Reviewed by:

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

Recommended by:

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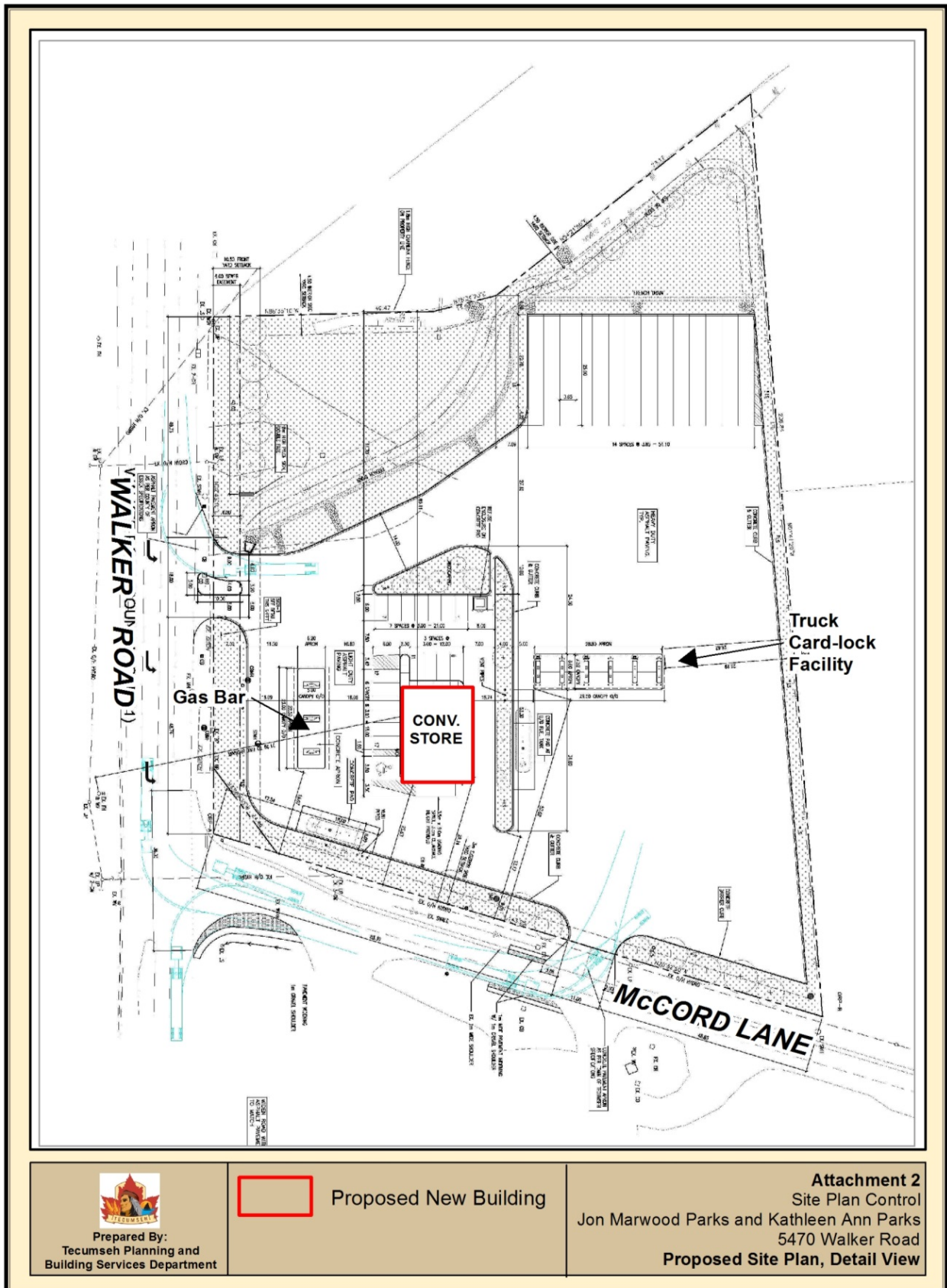
Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

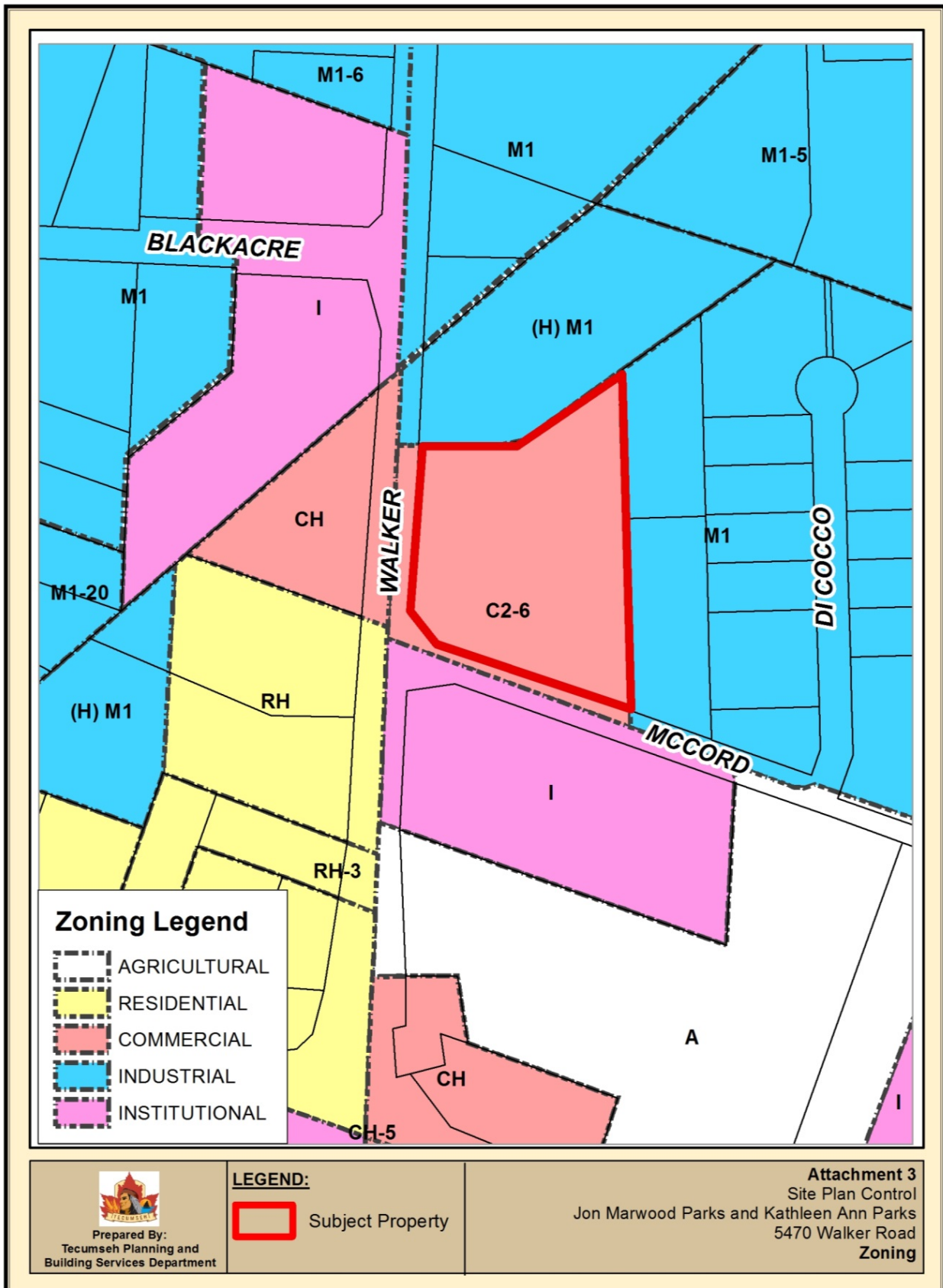
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Attachment(s):    1.    Location Map  
                          2.    Proposed Site Plan, Detail View  
                          3.    Zoning Map  
                          4.    Site Plan Control Agreement

File Name (R:\SITE PLAN CONTROL APPLICATIONS\Site Plan Control Reports to Council\Planning Report 27-16 - D11 5470WA, 5470 Walker Road, Site Plan Control Agreement.docx)







**Attachment 4**  
Site Plan Control  
Jon Marwood Parks and Kathleen Ann Parks  
5470 Walker Road  
**Site Plan Control Agreement**

**SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**Jon Marwood Parks and Kathleen Ann Parks**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

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

## **INDEX TO ARTICLES**

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#### **ARTICLE 2 - THE OWNER AGREES**

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  - 2.1.2 - Construction and Maintenance
  - 2.1.3 - The Development
  - 2.1.4 - Plans
    - 2.1.4.1 Criteria
    - 2.1.4.2 Preparation of Plans
    - 2.1.4.3 Lot Grading Plan
    - 2.1.4.4 Drainage Plan
    - 2.1.4.5 Landscaping Plan
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9.5 - Headings

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9.15 – Contra Proferentem Rule Not Applicable

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**SCHEDULES**

Schedule “A” - The Lands

Schedule “B” - Site Plan

Schedule “C” - Site Services Plan

**SITE PLAN CONTROL AGREEMENT**

**THIS AGREEMENT** made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**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-

**JON MARWOOD PARKS and KATHLEEN ANN PARKS**  
hereinafter called the "**Owner**"

**OF THE SECOND PART**

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

***RECITALS***

**WHEREAS** the Owners, own certain lands situated within the corporate limits of the Municipality, said lands being more particularly described in Schedule "A" hereto (the "Lands");

**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 condition of agreeing to development, the Municipality has requested the Owner enter into a Site Plan Agreement;

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

**AND WHEREAS** the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-Law of the Municipality as of the date of this Agreement;

**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 retain the following professionals:

**Attachment 4**  
**Site Plan Control**  
**Jon Marwood Parks and Kathleen Ann Parks**  
**5470 Walker Road**  
**Site Plan Control Agreement**

- 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 Owners jointly and severally make the following covenants, all of which shall be carried out at the 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 site plan set out in Schedule "B" (the Site Plan) and “Schedule “C” (the Site Services Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

**2.1.2 Construction and Maintenance**

The Owners agree that the development of the Lands shall be constructed and forever maintained in accordance with the Site Plan and the Site Services Plan;

**2.1.3 The Development**

The owners 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, Site Services Plan and other provisions of the Agreement.

**2.1.4 Plans**

**2.1.4.1 Criteria**

All plans, construction, installation, facilities and works shall be completed in accordance with:

- a) Sound engineering practice;
- b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment and Energy, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA);
- c) Such criteria as approved by Council of the Municipality.

**2.1.4.2 Preparation of Plans**

The Owner shall, at its own expense and prior to issuance of a building permit:

- a) prepare the Site Plan delineating the Owner's plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule "B" and Schedule "C", respectively;
- b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and
- c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

#### 2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the subject lands for their approval prior to the issuance of any building permits. The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

- (a) Prior to the pouring of footings (top of forms elevation); and
- (b) Following completion of construction;

Where the finished grade of lot deviates from the original lot grading plan presented to and accepted by the Municipality's Chief Building Official and/or ERCA, the Owner shall either submit a new lot grading plan to the satisfaction of the Municipality's Chief Building Official and/or ERCA or regrade the lands to the elevations indicated on the original lot grading plan.

#### 2.1.4.4 Drainage Plan

The Owner shall provide for grading and drainage of the subject lands all in accordance with Site Plan and Site Services Plan annexed hereto and marked Schedule "B" and "C" and the Engineering Data. Drainage facilities and requirements shall be constructed and installed contemporaneously with the construction of the development. The Owner shall supply, construct or install all facilities and works necessary to connect the Owner's drainage system to the Municipality's storm sewer system, and shall pay to the Municipality any connection charges associated therewith.

#### 2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Site Plan and Site Services Plan annexed hereto and marked Schedule "B" and "C". The Owner further agrees to maintain such landscaping for so long as the buildings exist on the lands. Any topsoil removed from the subject lands during grading operations shall be stockpiled thereon in areas compatible for the reception of the same and the Owner covenants and agrees that it will not remove such topsoil from the boundaries of the lands without the approval of the Municipality. Any topsoil excavated but not immediately required for landscaping or for grading purposes shall be contoured and bermed to the satisfaction of the Municipality. Alternatively, the Owner, at its sole risk and expense, shall move such topsoil to such area within the Municipality as may be designated by the Municipality or, in the further alternative, the Owner shall, after receiving permission from the Municipality, at its sole risk and expense, remove such topsoil out from within the boundaries of the Municipality.

#### 2.1.4.6 Reference Plan

The Owner, at the Owner's expense, shall engage a registered Ontario Land Surveyor to prepare, submit and register a Reference Plan, which must delineate the all of the Lands. The Owner, at the Owner's expense, shall initially provide Two (2) copies and (1) diskette of the Plan. All files are to be projected to North American Datum (NAD 83) UTM Zone 17 Geographic Coordinate System. The Owner at the Owner's expense shall provide additional copies of the subdivision plan in the required format upon the request of the Town. Any additional Reference Plans required to describe any portion of the Lands for which an interest (in fee simple or otherwise) is to be conveyed by the Owner shall be prepared, registered and copies supplied to the Municipality in the manner indicated above and at the expense of the Owner.

#### 2.1.5 Engineer

The Owner shall employ at its expense a Consulting Engineer to:

- a) Design and submit drawings with respect to all services required (herein “the Engineering Data”).
- b) Visit the site as required by the Municipality and inspect all services, etc.
- c) Submit to the Municipality (and all other authority having jurisdiction) "as-built" details and elevations.

#### 2.1.6 Services

##### 2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 and amendments thereto, and to the satisfaction of the Municipality's Engineer.

##### 2.1.6.2 Sanitary Sewers

The Owner, at its own expense, shall supply, construct or install all sanitary sewer connections necessary to service the site all in accordance with the Engineering Data. No work shall be carried out until the Engineering Data has been approved by the Town.

##### 2.1.6.3 Water Services

The Owner, at its own expense, shall supply, construct or install all water connections necessary to supply water to the site all in accordance with the Engineering Data. No such work shall be carried out until the Engineering Data has been approved by the Town. Remote registry water meters shall be installed as specified by the Town. All costs of connecting water services to existing services shall be borne by the Owner.

##### 2.1.6.4 Electrical Services

All hydro services shall be underground. The Owner, at its expense, shall supply, construct or install all underground hydro services in the manner, location and design depicted in the Engineering Data but subject to the manner, design and specifications established from time to time by Ontario Hydro and the Essex Power Corporation for such services. All costs of connecting hydro services to existing services shall be borne by the Owner.

##### 2.1.6.5 Underground Telephone and Gas

The Owner shall ensure that all Bell Canada and Union Gas Company installations shall be underground.

##### 2.1.6.6 Notification and Permits

The owner hereby agrees to notify all local, Provincial or Federal authorities having jurisdiction as to its proposed development, and to obtain all necessary permits and/or approvals which may be required from any authority having jurisdiction with respect thereto.

##### 2.1.6.7 Co-ordination of Services

The Owner shall be responsible for co-ordinating the installation of all facilities and works including without limitation the services to be installed by Bell Canada and Union Gas Company. The Municipality will send to the Owner's engineer all plans of installations received from time to time from Bell Canada and Union Gas Company.

#### 2.1.7 Traffic Signs

The Owner shall provide, install and maintain suitable traffic direction and information signs, all in accordance with The Highway Traffic Act of Ontario, R.S.O. 1990, c.H.8 and amendments thereto, and The Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50 and amendments thereto, to the satisfaction of the Municipality. The Owner shall provide, install and maintain suitable traffic direction and information signs painted or otherwise marked on the surface of the parking area and driveway approaches, all to the satisfaction of the Municipality.

#### 2.1.8 Entrances

The Owner hereby agrees to construct and install all entrances, driveways, and curbing to the satisfaction of the Municipality and the County of Essex Road Department if applicable; and further

agrees that the same shall be barrier free. The Owner shall maintain all entrances and driveways on the Lands to the satisfaction of the Municipality and the County of Essex Road Department if applicable. Any driveway approaches which become redundant following the development of shall be closed and the area restored to the satisfaction of the Municipality.

#### 2.1.9 Repair

The Owner agrees that any Municipal property, including without limiting the generality of the foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Municipality. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Municipality shall correct deficiencies in the state of repair within ten (10) days thereof.

#### 2.1.10 Dirt and Debris

The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction of the subject lands, and to provide reasonable dust control for the site and adjacent municipal streets during the course of construction.

#### 2.1.11 Address Sign

The municipal address of the building shall be provided in a prominent location on the site and shall be designed to be easily readable from the adjacent street(s).

#### 2.1.12 Environmental Laws

The Owner shall at all times in connection with the development and the implementation of this agreement comply fully with all environmental laws.

#### 2.1.13 Noise By-Laws

The owner shall at all times insure that the provisions of the noise by-law for the Municipality be strictly adhered to.

#### 2.1.14 Local Improvements / Drainage Act

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.

#### 2.1.15 Parking, Driveways and Loading Areas

The Owner at its own expense shall provide parking driveways and loading areas in accordance with the Site Plan and/or Site Services Plan. All such areas shall be paved with asphalt or concrete. All handicapped parking areas shall be identified with signage and logos to the satisfaction of the Municipality and identified as such using the then-current form available from the Office of the Clerk of the Municipality.

#### 2.1.16 Snow Removal

The Owner, and not the Municipality, shall be responsible for keeping the parking and access areas free and clear of all snow and ice regardless of who owns those improvements or the lands upon which they are situate. No snow or ice from the subject lands shall be deposited on any municipal

streets.

#### 2.1.17 External Lighting

The Owner shall erect exterior lighting on the subject lands as depicted in the Site Plan and/or the Site Services Plan and all in accordance with the Engineering Data. The Owner shall not erect any exterior lighting on the subject lands, other than that provided for in the Engineering Data or depicted in the Site Plan, unless the consent therefor is first had and obtained from the Municipality. The Owner further agrees that all lighting of the said lands shall be oriented and its intensity so controlled as to prevent glare on adjacent roadways and residential properties.

Should the Municipality, in its sole discretion determine that the lighting of the said lands has an adverse impact on the adjacent roadways or residential properties, then the Owner shall take all necessary measures to correct the adverse impact to the satisfaction of the Municipality. Measures to reduce the impact may include but shall not be limited to, the relocation of the lighting fixtures, the shielding of the lighting fixtures, the replacement of the lighting fixtures, replacing the lamps with lamps of lower intensity, reducing the time period when the lighting is activated or the removal of the lighting fixture.

#### 2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”, and are consistent with the Town’s Sign Bylaw or which are otherwise required by applicable law.

#### 2.1.19 Refuse Collection

The Owner agrees to provide on-site facilities for refuse collection. Such facilities shall be screened from view in accordance with the requirements of the Municipality. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

### ***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 the Owner complete the following simultaneously with the execution of this Agreement:

- a) Security for performance is posted pursuant to Paragraph 6.1;
- b) Construction lien deposit pursuant to Paragraph 6.3;

##### 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 annexed hereto and marked Schedule "B" and "C" within SIX (6) months of commencement of construction as determined by the Chief Building Official.

### **3.3 COMPLETION**

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.

## ***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.

## ***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 the lands shown on the Site Plan for road widening. If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

## ***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 Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 10,000.00 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 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.

#### **8.2 CONSENT**

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.

#### **8.3 MORTGAGEES**

The owners agree 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:

7631 Concession 7, Amherstburg, Ontario N9V 0C8

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 Schedules marked as Schedules "B" and "C" have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are 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 rights and obligations, under this Agreement.

See Next page for signing.....



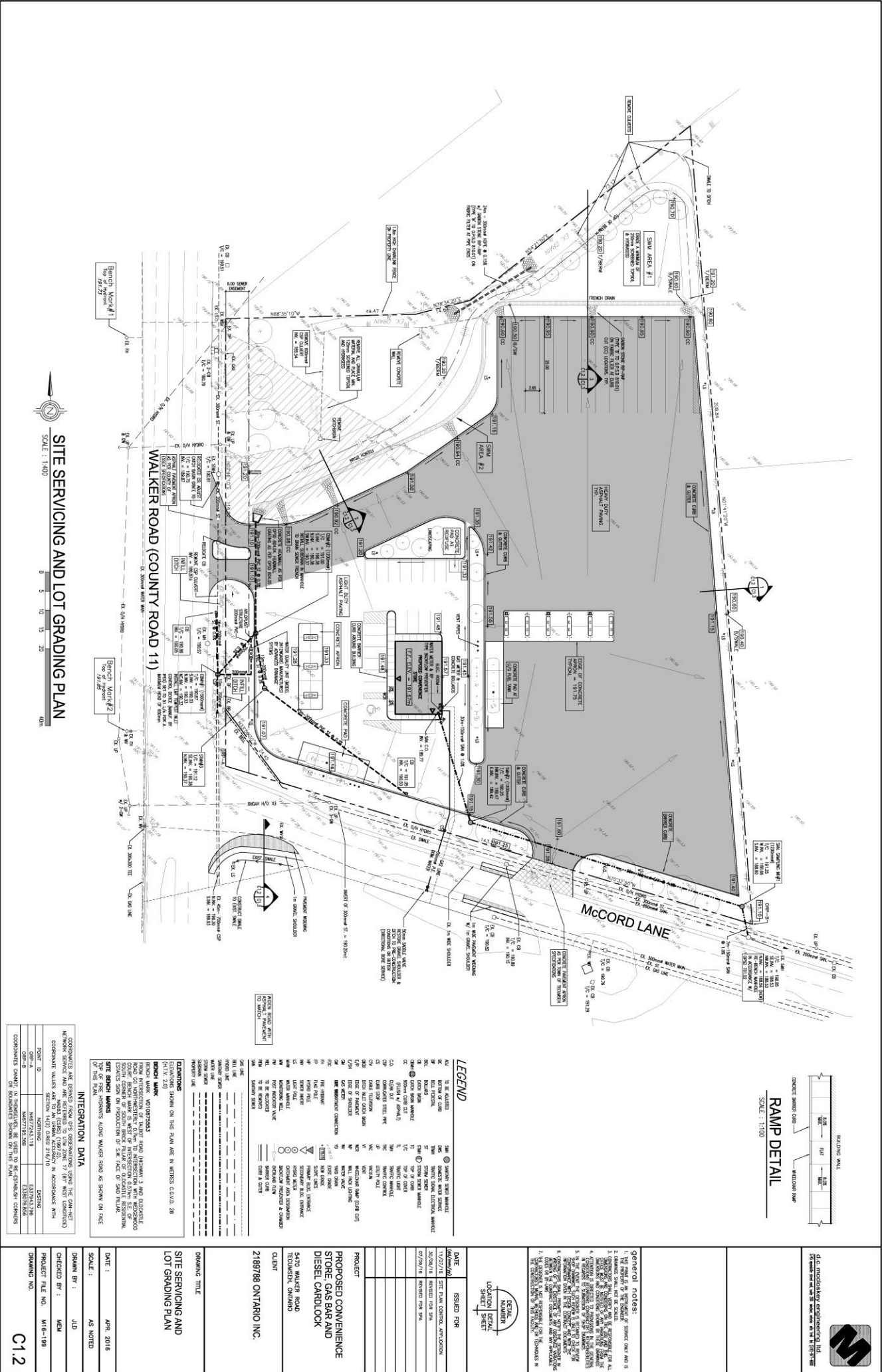
**SCHEDULE "A"**  
**THE LANDS**

## SITE PLAN



SCHEDULE "C"

SITE SERVICES PLAN



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-62

Being a by-law to authorize the execution of Final Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario and The Corporation of the Town of Tecumseh under the Ontario Municipal Cycling Infrastructure Program

**WHEREAS** Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the Province of Ontario (Province) and The Corporation of the Town of Tecumseh (Town) recognize that investment in cycling infrastructure is important to achieving the vision for Ontario's Cycling Strategy;

**AND WHEREAS** the Town has applied to the Province for funds to assist in carrying out the Windsor Essex Trans Canada Trail Link (Project);

**AND WHEREAS** the Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism;

**AND WHEREAS** the Province agrees subject to terms and conditions to be set out in the Transfer Payment Agreement (Agreement), to financially contribute to the Project;

**AND WHEREAS** the Agreement sets out the terms and conditions upon which the Province agrees to provide the Town with 50% funding of eligible costs;

**AND WHEREAS** pursuant to the *Municipal Act*, S.O. 2001, c.25 s.5(3), the powers of a municipality shall be exercised by by-law;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, dated the 13<sup>th</sup> day of September, 2016, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

**Read** a first, second and third time, and finally passed this 13<sup>th</sup> day of September, 2016.

---

Gary McNamara, Mayor

SEAL

---

Laura Moy, Clerk

**ONTARIO MUNICIPAL CYCLING INFRASTRUCTURE PROGRAM  
TRANSFER PAYMENT AGREEMENT**

**THIS TRANSFER PAYMENT AGREEMENT** for the Ontario Municipal Cycling Infrastructure Program (the **"Agreement"**) made in quadruplicate and effective as of the Effective Date (as defined in section A.1.2 (Definitions)).

**BETWEEN :**

**Her Majesty the Queen in right of Ontario**  
as represented by the Minister of Transportation for the Province of Ontario

(the **"Province"**)

- and -

**Town of Tecumseh**

(the **"Recipient"**)

**BACKGROUND**

The Province and the Recipient (the **"Parties"**) recognize that investment in cycling infrastructure is important to achieving the vision for #CycleON: Ontario's Cycling Strategy.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Project (as defined in section A.1.2 (Definitions) and further described in Schedule "C" (Project Description)).

The Project supports the provincial goals of improving cycling infrastructure and helping promote cycling as a safe, convenient and appealing mode of transportation, whether for day-to-day travel, recreation or tourism.

The Province agreed, subject to terms and conditions to be set out in a transfer payment agreement, to financially contribute to the Project.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project and the Recipient has agreed to carry out the Project (**"Maximum Funds"** and **"Eligible Costs"** as defined in section A.1.2 (Definitions)).

## **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

## **ENTIRE AGREEMENT**

The Agreement, including:

- Schedule "A" - General Terms and Conditions;
- Schedule "B" - Project Specific Information;
- Schedule "C" - Project Description;
- Schedule "D" - Budget, Payment Plan and Timelines;
- Schedule "E" - Eligible and Ineligible Costs;
- Schedule "F" - Reporting and Evaluation;
- Schedule "G" - Communications Protocol;
- Schedule "H" - Disposal of and Revenues from Assets;
- Schedule "I" - Aboriginal Consultation Protocol;
- Schedule "J" - Request for Payment and Payment Procedures;
  - Sub-schedule "J.1" - Certificate from Recipient;
  - Sub-schedule "J.2" - Certificate from Professional Engineer;
  - Sub-schedule "J.3" - Solemn Declaration of Substantial Completion;
  - Sub-schedule "J.4" - Request for Payment Form; and
- any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## **COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **AMENDING THE AGREEMENT**

Subject to sections A.4.5 and A.19.1, the Agreement may only be amended by a written agreement duly executed by the Parties.

## **ACKNOWLEDGEMENT**

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions contained in the entire Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO** as  
represented by the Minister of Transportation for the Province  
of Ontario

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title: Director, Transportation Policy Branch  
Authorized Signing Officer

**Town of Tecumseh**

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Recipient.

## **SCHEDULE "A"**

### **GENERAL TERMS AND CONDITIONS**

#### **A.1.0 INTERPRETATION AND DEFINITIONS**

##### **A.1.1 Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive;
- (f) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (g) in the event of a conflict or inconsistency between any of the requirements of:
  - (i) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
  - (ii) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
  - (iii) Schedule "J" (Request for Payment and Payment Procedures) and any of the requirements of Sub-schedule "J.1" (Certificate from Recipient), Sub-schedule "J.2" (Certificate from Professional Engineer), Sub-schedule "J.3" (Solemn Declaration of Substantial Completion), or Sub-schedule "J.4" (Request for Payment Form), Schedule "J" (Request for Payment and Payment Procedures) will prevail.

##### **A.1.2 Definitions.** In the Agreement, the following terms will have the following meanings:

**"Agreement"** means this Transfer Payment Agreement for the Ontario Municipal Cycling Infrastructure Program, including all of its schedules and sub-schedules, and any amending agreement entered into as provided for in the Agreement.

**"Authorities"** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Agreement or the Project, or both.

**"Budget"** means the budget attached to the Agreement as Schedule "D" (Budget, Payment Plan and Timelines).

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory

and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Contract"** means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, for the Project in return for financial consideration.

**"Effective Date"** means the date of signature by the last signing party to the Agreement.

**"Eligible Costs"** means the costs of the Project incurred and paid by the Recipient and eligible for contribution by the Province under the terms and conditions of the Agreement, and that are further described in Schedule "E" (Eligible and Ineligible Costs).

**"Environmental Laws"** means all applicable federal, provincial or municipal laws, regulations, by-laws, orders, rules, policies or guidelines respecting the protection of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of environmental contaminants and include, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada) and *Navigation Protection Act* (Canada).

**"Event of Default"** has the meaning ascribed to it in section A.14.1 (Events of Default).

**"Expiration Date"** means the date on which the Agreement will expire and is the date set out in Schedule "B" (Project Specific Information).

**"Fiscal Year"** means the period beginning April 1 of a year and ending March 31 of the following year.

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**"Funds"** means the money the Province provides to the Recipient pursuant to the Agreement.

**"Generally Accepted Auditing Standards"** means Canadian Generally Accepted Auditing Standards as adopted by the Canadian Institute of Chartered Accountants applicable as of the date on which such record is kept or required to be kept in accordance with such standards.

**"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

**“Ineligible Costs”** means the costs of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible and Ineligible Costs).

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as set out in Schedule “B” (Project Specific Information).

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“OMCIP”** means the Ontario Municipal Cycling Infrastructure Program.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C” (Project Description).

**“Post-construction Report”** means the post-construction report described in Article F.2.0 (Post-construction Report) of Schedule “F” (Reporting and Evaluation).

**“Post-project Evaluation”** means the post-project evaluation described in Article F.3.0 (Post-project Evaluation) of Schedule “F” (Reporting and Evaluation).

**“Project Activity”** means an activity undertaken as part of the Project described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.1.2 (Budget for the Project).

**“Project Milestone”** means a Project milestone as described in Schedule “D” (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

**“Project Milestone Payment”** means a payment by the Province in respect of Eligible Costs relating to a Project Milestone.

**“Reports”** means the reports described in Schedule “F” (Reporting and Evaluation).

**“Requirements of Law”** means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

**“Solemn Declaration of Substantial Completion”** means the Solemn Declaration of Substantial Completion attached as Sub-schedule “J.3” (Solemn Declaration of Substantial Completion).

**“Substantial Completion”** means substantially performed, as described in and as determined in accordance with, subsection 2(1) of the *Construction Lien Act* (Ontario), and for the purposes of the Project means the Milestone 3 (Submission of Certificate of Substantial Completion) described in Schedule “D” (Budget, Payment Plan and Timelines),

Article D.2.0 (Payment Plan and Timelines).

**“Substantial Completion Date”** means the substantial completion date indicated on the Solemn Declaration of Substantial Completion.

**“Term”** means the period of time described in section A.3.1 (Term).

**“Third Party”** means any legal entity, other than a Party, who supplies goods or services, or both, to the Recipient for the Project.

**“Timelines”** means the Project schedule set out in Schedule “D” (Budget, Payment Plan and Timelines).

## **A.2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS**

**A.2.1 General.** The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the Term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the Term, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the Term.

**A.2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A.2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) procedures to enable the Recipient to complete the Project successfully;
- (b) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (c) procedures to enable the preparation and delivery of all Reports required pursuant to Article A.7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**A.2.4 Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties and Covenants).

### **A.3.0 TERM OF THE AGREEMENT**

**A.3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article A.12.0 (Termination on Notice), Article A.13.0 (Termination Where No Appropriation) or Article A.14.0 (Event of Default, Corrective Action and Termination for Default).

### **A.4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A.4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds, which shall not be greater than 50% of the total Eligible Costs, for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures set out in Schedule "J" (Request for Payment and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A.4.2 Limitation on Payment of Funds.** Despite section A.4.1 (Funds Provided):

- 1. the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- 2. the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to section A.7.1 (Preparation and Submission); and
- 3. if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section A.13.1 (Termination Where No Appropriation).

**A.4.3 Use of Funds and Project.** The Recipient will:

- (a) carry out the Project in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any ministry, agency or organization of the Government of Ontario.

**A.4.4 Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

**A.4.5 No Changes.** The Recipient will not make any changes to the Project, the Timelines, or the Budget without the prior written consent of the Province.

**A.4.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A.4.7 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A.4.8 Maximum Funds and Recipient's Contribution.** The Recipient acknowledges and agrees that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds; and
- (b) the Recipient's contribution, net of any financial assistance the Recipient may receive from any third party for the Project, towards the Eligible Costs of the Project will be, unless the Province otherwise agrees upon in writing, at least 20% of such costs.

**A.4.9 Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

**A.4.10 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that it is receiving funding from the Province for the Project and is not providing goods or services to the Province.

**A.4.11 Recipient's Acknowledgement of Responsibility for Project.** The Recipient will assume full responsibility for the Project, including:

- (a) complete, diligent and timely Project implementation within the costs and Timelines specified in the Agreement and in accordance with all other terms and conditions of

the Agreement;

- (b) all the costs of the Project including overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, demolition or reconstruction, as required and as per appropriate standards, and any related costs for the full lifecycle of the Project; and
- (d) undertake, or cause to be undertaken, the engineering and construction work in accordance with industry standards.

**A.4.12 Disclosure of Other Financial Assistance and Adjustments.** The Recipient agrees:

- (a) to inform the Province promptly of all financial assistance received for the Project; and
- (b) if the Recipient receives or is owed financial assistance from any source, other than the Province, in respect of Eligible Costs which, in the aggregate, exceeds 100% of the Eligible Costs, then the Province may reduce the payment or demand the repayment of Funds in an amount up to the financial assistance received or owed in excess and not exceeding the Maximum Funds.

**A.4.13 Increase in Project Costs.** If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

**A.4.14 Request for Payment and Payment Procedures.** The Recipient agrees that the request for payment and payment procedures set out in Schedule “J” (Request for Payment and Payment Procedures) will apply.

**A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, RELATED CONTRACTS AND DISPOSAL OF ASSETS**

**A.5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply to the extent applicable with:
  - (i) its policies and procedures and all applicable laws; and
  - (ii) trade agreements, including the Agreement on Internal Trade and the Trade and Cooperation Agreement between Ontario and Québec.

**A.5.2 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are maintained for at least 7 years after the expiry or early termination of the Agreement;
- (b) compliance with all applicable Requirements of Law, including labour and human rights legislation; and
- (c) the Province and its authorized representatives and independent auditors identified by the Province and the Auditor General of Ontario will at all times:
  - (i) be permitted to inspect the terms of any Contract, record and account respecting the Project; and
  - (ii) have free and timely access to the Project sites, facilities and any documentation as contemplated pursuant to paragraph A.7.3(b).

**A.5.3 Disposal.** The Recipient agrees that any disposal of assets including, without limitation, the sale and lease or any other disposition of any asset purchased or created with the Funds or for which Funds were provided, will be in accordance with the terms and conditions set out in Schedule "H" (Disposal of and Revenues from Assets).

#### **A.6.0 CONFLICT OF INTEREST**

**A.6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

**A.6.2 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds, or both.

**A.6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A.7.0 REPORTING, ACCOUNTING AND REVIEW**

### **A.7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), all Reports in accordance with the Timelines and content requirements set out in Schedule "F" (Reporting and Evaluation), or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses), any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient.

### **A.7.2 Record Maintenance and Audit.**

- (a) The Recipient will keep and maintain:
  - (i) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (ii) all non-financial documents and records relating to the Funds or otherwise to the Project.
- (b) Unless otherwise specifically set out in the Agreement, the Recipient will request and manage the undertaking of all audits for the Project by accredited external independent auditors and the delivery of corresponding audit reports, at its own expense, in accordance with Generally Accepted Auditing Standards and in the timeframe set out in the Agreement.

### **A.7.3 Inspection.**

- (a) The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
  - (i) inspect and copy the records and documents referred to in section A.7.2 (Record Maintenance and Audit);
  - (ii) remove any copies made pursuant to paragraph A.7.3(a) from the Recipient's premises; and

(iii) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

(b) The Recipient will ensure Contracts include the right of the Province, its authorized representatives, independent auditors and Auditor General to carry out the inspection and audits contemplated pursuant to the Agreement and will coordinate access with any Third Party for the purpose of such inspections and audits.

A.7.4 **Disclosure.** To assist in respect of the rights set out in section A.7.3 (Inspection), the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A.7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A.7.6 **Auditor General.** For greater certainty, the Province's rights under this Article A.7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A.7.7 **Post-project Evaluation.** The Recipient agrees to conduct and submit to the Province a Post-project Evaluation following the evaluation procedures set out in Schedule "F" (Reporting and Evaluation), Article F.3.0 (Post-project Evaluation).

A.7.8 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.

## A.8.0 COMMUNICATIONS REQUIREMENTS

A.8.1 **Acknowledgement of Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province as set out in Schedule "G" (Communications Protocol).

A.8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## A.9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

A.9.1 **FIPPA.** The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

A.9.2 **MFIPPA.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and that any information

provided to the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

#### **A.10.0 INDEMNITY**

- A.10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.
- A.10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A.10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.
- A.10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.
- A.10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

#### **A.11.0 INSURANCE**

- A.11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The policy will include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and

- (d) a 30-day written notice of cancellation.

**A.11.2 Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section A.11.1 (Recipient's Insurance). Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

#### **A.12.0 TERMINATION ON NOTICE**

**A.12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

**A.12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A.12.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount owing pursuant to paragraph A.12.2(b); and
  - (ii) subject to section A.4.8 (Maximum Funds and Recipient's Contribution), provide Funds to the Recipient to cover such costs.

#### **A.13.0 TERMINATION WHERE NO APPROPRIATION**

**A.13.1 Termination Where No Appropriation.** If, as provided for in paragraph A.4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A.13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A.13.1 (Termination Where No Appropriation), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to

paragraph A.13.2(b).

- A.13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to paragraph A.13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

**A.14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- A.14.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out the Project;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.1 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A.7.1(b).

- A.14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

- A.14.3 Opportunity to Remedy.** If, in accordance with paragraph A.14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A.14.4 Recipient Not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.14.2(a), (c), (d), (e), (f), (g), (h) and (i).

**A.14.5 When Termination Effective.** Termination under this Article A.14.0 (Event of Default, Corrective Action and Termination for Default) will take effect as set out in the Notice.

#### **A.15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A.15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.14.0 (Event of Default, Corrective Action and Termination for Default), if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

#### **A.16.0 FUNDS UPON EXPIRY**

**A.16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

#### **A.17.0 REPAYMENT**

**A.17.1 Repayment of Overpayment.** If at any time during the Term the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A.17.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**A.17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A.17.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A.18.1 (Notice in Writing and Addresses).

**A.17.5 Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

**A.18.0 NOTICE**

**A.18.1 Notice in Writing and Addresses.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule "B" (Project Specific Information), or as either Party later designates to the other by Notice.

**A.18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**A.18.3 Postal Disruption.** Despite paragraph A.18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

**A.19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A.19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A.20.0 SEVERABILITY OF PROVISIONS**

- A.20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **A.21.0 WAIVER**

- A.21.1 Waivers in Writing.** If a Party fails to comply with any term, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.18.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A.22.0 INDEPENDENT PARTIES**

- A.22.1 Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **A.23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

- A.23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **A.24.0 GOVERNING LAW**

- A.24.1 Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **A.25.0 FURTHER ASSURANCES**

- A.25.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **A.26.0 JOINT AND SEVERAL LIABILITY**

**A.26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A.27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A.27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A.28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A.28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply (a **"Failure"**) with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A.29.0 SURVIVAL**

**A.29.1 Survival.** The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A.4.2(c), sections A.4.7 (Interest), A.5.3 (Disposal) and A.7.1 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections A.7.2 (Record Maintenance and Audit), A.7.3 (Inspection), A.7.4 (Disclosure), A.7.5 (No Control of Records), A.7.6 (Auditor General), A.7.7 (Post-project Evaluation), and A.7.8 (Calculations), Article A.8.0 (Communications Requirements), Article 10.0 (Indemnity), sections A.12.2 (Consequences of Termination on Notice by the Province), A.13.2 (Consequences of Termination Where No Appropriation) and A.13.3 (No Additional Funds), A.14.1 (Events of Default), paragraphs A.14.2(d), (e), (f), (g) and (h), articles A.16.0 (Funds Upon Expiry), A.17.0 (Repayment), A.18.0 (Notice), and A.20.0 (Severability of Provisions), section A.23.2 (Agreement Binding), articles A.24.0 (Governing Law), A.26.0 (Joint and Several Liability), A.27.0 (Rights and Remedies Cumulative), and A.28.0 (Failure to Comply with Other Agreements), and this Article A.29.0 (Survival).

## **A.30.0 ABORIGINAL CONSULTATION**

**A.30.1 Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms of the Aboriginal Consultation Protocol set out in Schedule "I" (Aboriginal Consultation Protocol).

## **A.31.0 SPECIAL CONDITIONS**

**A.31.1 Special Conditions.** The Province's contribution under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
  - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the Agreement, naming municipal signing officers for the Agreement and, setting out the amount of the Recipient's share of funding and a commitment to the Recipient's share of funding;
  - (ii) the insurance certificate or other proof as the Province may request pursuant to section 11.2 (Proof of Insurance);
  - (iii) the necessary information to facilitate an electronic funds transfer to an interest bearing account in the name of the Recipient at a Canadian financial institution; and
  - (iv) written confirmation that the Recipient has entered into a legally binding agreement that is consistent with and incorporates the relevant provisions of the Agreement with:
    - if the Recipient does not own the land on which the Project is carried out, with each of the land-owners upon which the Project is carried out;
    - each of the entities, if any, listed in Schedule "D" (Budget, Payment Plan and Timelines), section D.1.1 Funding Contributions), under "Contribution from Other Sources"; and
    - each of the Recipient's partners, if any, the Recipient indicated in its expression of interest or application, or both, have agreed to maintain the Project; and
- (b) before any Funds are provided to the Recipient, the Recipient providing the Province with:
  - (i) written confirmation of the location of Project documents at the premises of the Recipient; and
  - (ii) for the Project Milestone 2 (Award of Construction Contract) described in Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines), written confirmation that the Recipient:

- is in compliance with all Environmental Laws, including that the Recipient has completed any required environmental assessment and obtained all necessary approvals and permits; and
- has obtained all required approvals and permits for the Project including, without limitation, any encroachment and land use permit from the Province.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A.31.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.14.4 (Recipient Not Remediating).

## SCHEDULE "B"

### PROJECT SPECIFIC INFORMATION

<b>Maximum Funds</b> (up to 50% of the total Eligible Costs to a maximum amount of)	\$ 325000
<b>Expiration Date</b>	March 31, 2021
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Ontario Municipal Infrastructure Program</b></p> <p><b>Address:</b> Sustainable &amp; Innovative Transportation Office Transportation Policy Branch Ontario Ministry of Transportation 777 Bay Street, 30<sup>th</sup> Floor Toronto ON M7A 2J8</p> <p><b>Phone:</b> 1-844-671-7438</p> <p><b>Fax:</b> 416-585-7204</p> <p><b>Email:</b> omcip@ontario.ca</p>
<b>Contact information for the Recipient</b>	<p><b>Name:</b></p> <p><b>Position:</b></p> <p><b>Address:</b></p> <p><b>Phone:</b></p> <p><b>Fax:</b></p> <p><b>Email:</b></p>

## **SCHEDULE “C”**

### **PROJECT DESCRIPTION**

#### **C.1.0 PROJECT GENERAL DESCRIPTION**

In addition to the description provided in this Schedule “C” (Project Description), the Project description incorporates the description provided in the expression of interest the Recipient submitted to the Province under the OMCIP on 7/27/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the Project description provided in any of the above documents and the Agreement, the Agreement will prevail.

##### **Project Name**

The Project is called the *Windsor Essex Trans Canada Trail Link* for the purposes of communications by the Recipient and will be referred to as the Project in this Schedule.

##### **Project Type and Objective**

The objective of the Project is to complete a new off-road multi-use path, which is one of the last remaining sections of Trans Canada Trail to be built in the region. The Project will connect to existing trail systems, including the Herb Grey Parkway Trail, and result in every municipality in the Windsor Essex Region being connected by a cycling facility.

##### **Project Location**

The Project is located in the Town of Tecumseh, between the intersection of Walker Road /County Road 11 and the Essex Region Greenway and the intersection of County Road 9 and Outer Drive, near the easterly terminus of the Herb Gray Parkway Trail.

##### **Linear Project Components**

The design, construction and maintenance of the following:

- approximately 3.5 km of a 3 m wide off-road multi-use path, from the intersection of Walker Road and the Essex Region Greenway to the intersection of County Road 9 and Outer Drive.

##### **Non-Linear Project Components**

The design, construction, installation and maintenance of the following:

- 1 bicycle actuated traffic control device; and,
- 6 cycling specific signs.

## **Simultaneous Construction Work**

The Province is constructing the Herb Grey Parkway 3 km away from the end of the Project and the parkway will significant cycling facilities.

## **Project Connections to Public Transit and/or Other Cycling Routes**

The Project will connect to the following existing cycling routes:

- CWATS Greenway System;
- Town of LaSalle off road cycling facilities; and,
- Herb Grey Parkway trail system.

## **Other Project Requirements**

Where applicable, the Recipient must apply for and obtain all permits (Encroachment and Building/Land Use) as applicable through the Ministry's Corridor Management Office. As a condition of securing the MTO issued permits, where required, the Recipient and MTO will negotiate and enter into a trail crossing agreement to outline responsibilities associated with the design, construction, maintenance, repair and potential future removal of the trail.

**Note:** The Recipient may, with the prior written consent and at the sole discretion of the Province, make minor changes to the Project as described in this Article C.1.0 (Project General Description).

## SCHEDULE "D"

### BUDGET, PAYMENT PLAN AND TIMELINES

#### D.1.0 BUDGET

In addition to the information provided in this Schedule "D" (Budget, Payment Plan and Timelines), the Budget, Payment Plan and Timelines incorporate the information provided in the expression of interest submitted to the Province under the OMCIP on 7/27/2015 and application submitted on 11/27/2015, and any subsequent clarification to these documents the Recipient submitted to the Province and the Province explicitly accepted in writing. In the event of a conflict or inconsistency between the information provided in any of the above documents and the Agreement, the Agreement will prevail.

#### D.1.1 Funding Contributions

TOTAL PROJECT COSTS	TOTAL ELIGIBLE COSTS	MAXIMUM PROVINCIAL CONTRIBUTION (up to 50% of the total Eligible Costs and no greater than the Maximum Funds)	RECIPIENT CONTRIBUTION	CONTRIBUTION FROM OTHER SOURCES <sup>1</sup>
\$900,000	\$900,000	\$325,000	\$180,000	\$395,000 (Essex Region Conservation Authority, Essex Region Conservation Foundation, County of Essex, TCT)

1. Provide a list of contributors (other sources) and the amount of financial assistance committed.

## D.1.2 Budget for the Project

FISCAL YEAR	PROJECT ACTIVITIES	ELIGIBLE COSTS	PROVINCIAL CONTRIBUTION TO ELIGIBLE COSTS
2016-2017 Provincial Fiscal Year <sup>1</sup>	Design and engineering	\$15,000	\$5,000
	Project management	\$85,000	\$20,000
	Materials, labour and construction	\$800,000	\$300,000
2017-2018 Provincial Fiscal Year	Design and engineering	\$0	\$0
	Project management	\$0	\$0
	Materials, labour and construction	\$0	\$0
Total		\$900,000	\$325,000

1. Note: the provincial fiscal year starts April 1 and ends March 31 of the following year.

## D.2.0 PAYMENT PLAN AND TIMELINES

Subject to the terms and conditions of the Agreement having been met, the Ministry will provide Funds to the Recipient as set out below and in Schedule J. The total provincial contribution will not exceed the Maximum Funds. For greater clarity, Eligible Costs can begin to accrue as of January 1, 2016 as set out in Schedule "E" (Eligible and Ineligible Costs), section E.1.1 (Eligible Costs Date of Effect).

PROJECT MILESTONE NUMBER	PROJECT MILESTONE DESCRIPTION	PERCENTAGE OF PROVINCIAL CONTRIBUTION	MAXIMUM PROVINCIAL CONTRIBUTION	EXPECTED COMPLETION DATE	REQUIRED DOCUMENTATION
1	Award of Design Contract	20%	\$65,000	07/2016	<ul style="list-style-type: none"> <li>• Copy of the award letter(s) sent to the Third Party for the design Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient</li> <li>• Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient)</li> <li>• Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer)</li> <li>• Completed Request for Payment form in the form provided in Sub-schedule J.4 (Request for Payment Form)</li> </ul>
2	Award of Construction Contract	25%	\$81,250	08/2016	<ul style="list-style-type: none"> <li>• Copy of the award letter(s) sent to the Third Party for the construction Contract(s), signed by the Recipient's chief administrative officer or, with the written consent of the Province, another representative of the Recipient</li> </ul>

					<ul style="list-style-type: none"> <li>• Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient)</li> <li>• Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer)</li> <li>• Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)</li> </ul>
<b>3</b>	<b>Submission of Certificate of Substantial Completion</b>	45%	\$146,250	12/2016	<ul style="list-style-type: none"> <li>• Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient)</li> <li>• Certificate from a professional engineer in the form provided in Sub-schedule J.2 (Certificate from Professional Engineer)</li> <li>• Solemn Declaration of Substantial Completion in the form provided in Sub-schedule J.3 (Solemn Declaration of Substantial Completion)</li> <li>• Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)</li> </ul>
<b>4</b>	<b>Acceptance of Post-construction Report</b>	10%	\$32,500	03/2017	<ul style="list-style-type: none"> <li>• Completed Post-construction Report</li> <li>• Certificate from the Recipient in the form provided in Sub-schedule J.1 (Certificate from Recipient)</li> <li>• Completed Request for Payment Form in the form provided in Sub-schedule J.4 (Request for Payment Form)</li> </ul>

## **SCHEDULE “E”**

### **ELIGIBLE AND INELIGIBLE COSTS**

#### **E.1.0 ELIGIBLE COSTS**

**E.1.1 Eligible Costs Date of Effect.** Eligible Costs can begin to accrue as of January 1, 2016.

**E.1.2 Scope of Eligible Costs.** Eligible Costs are the direct capital costs which are, in the Province’s opinion, properly and reasonably incurred and paid by the Recipient for the Project. Eligible Costs include only the following:

- (a) Project design and engineering;
- (b) Project management;
- (c) materials to carry out the Project;
- (d) labour contracted solely to carry out the Project; and
- (e) other costs that, in the opinion of the Province, are considered to be necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

#### **E.2.0 INELIGIBLE COSTS**

**E.2.1 Scope of Ineligible Costs.** Unless a cost is considered an Eligible Cost pursuant to Article E.1.0 (Eligible Costs), such cost will be considered an Ineligible Cost. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs that are over and above the Project scope listed in section E.2.3 (Costs Over and Above Project Scope), and the following costs will be considered Ineligible Costs:

- (a) landscaping;
- (b) communications events, including educational or promotional signage;
- (c) lighting between intersections;
- (d) signs, signals or pavement markings that do not primarily benefit cyclists;
- (e) cycling specific signals that are not either bicycle actuated or operated in sync with timed signals for motor vehicles;
- (f) new curb and gutter, unless necessitated by Project design and otherwise approved in writing by the Province;
- (g) interlocking pavers;
- (h) shelters and benches for resting;
- (i) labour and administrative costs associated with data collection and the Recipient’s regular business;
- (j) costs associated with environmental assessments;
- (k) rolling stock (e.g., truckers and graders);
- (l) storage costs for projects which extend for more than one year;
- (m) financing charges;
- (n) acquisition of land and any interest in land;
- (o) GIS mapping, unless necessitated for the Project design and has otherwise received the Province’s prior written approval;
- (p) in-kind contributions, including labour and materials;

- (q) work that has been completed prior to January 1, 2016;
- (r) non-linear infrastructure (e.g., bike racks, counting equipment and signs) that is not located on or adjacent to the proposed linear infrastructure;
- (s) addition/modification of an intersection primarily to benefit motor vehicles;
- (t) addition/modification of a turning lane for motor vehicles, unless necessitated for the Project design and has received the Province's prior written approval;
- (u) road resurfacing outside the cycling infrastructure;
- (v) addition/modification of adjacent pedestrian infrastructure, unless it primarily benefits cyclists or is necessitated for the Project design and has received the Province's prior written approval;
- (w) other infrastructure additions/modifications that do not enable cycling (e.g., decorative lighting); and
- (x) other costs which are not specifically listed as Eligible Costs under this Schedule "E" (Eligible and Ineligible Costs) and which, in the opinion of the Province, are considered to be ineligible.

**E.2.2 Indirect Costs.** Without limitation, the following indirect costs are Ineligible Costs:

- (a) costs of developing the business case for the purposes of applying for provincial funding for the Project;
- (b) costs related to Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining necessary approvals, licenses or permits where the Recipient is the entity providing the approval, license or permit;
- (d) costs associated with general planning studies, including the Recipient's Official Plan and Transportation Master Plan;
- (e) salaries and other employment benefits of any employees, overhead costs as well as other direct or indirect operating or administrative costs of the Recipient, and more specifically these costs as related to planning, engineering, architecture, supervision, management and other services provided by the Recipient's permanent staff and funded under the Recipient's operating budget;
- (f) costs of any activities that are part of the regular operation and maintenance of municipal assets, including operation and maintenance costs related to the Project;
- (g) carrying costs incurred on the funding share of any funding partner other than the Province;
- (h) costs associated with municipal staff travel;
- (i) litigation costs incurred by the Recipient in proceedings against the Province or the Recipient;
- (j) legal costs incurred by the Recipient;
- (k) Recipient's upgrades not expressly approved by the Province; and
- (l) refundable portion of the Harmonized Sales Tax (HST) or other taxes and fees.

**E.2.3 Costs Over and Above Project Scope.** The Province will not fund expenditures related to activities undertaken as part of the Project that are over and above the scope of the Project. These costs include, but are not limited to:

- (a) upgrading of municipal services and utilities that is over and above relocation or replacement that is necessitated for the Project, ;
- (b) upgrades to materials and design beyond existing municipal standards; and
- (c) corridor and urban design enhancements over and above those that are described for the Project in Schedule "C" (Project Description).

## SCHEDULE "F"

### REPORTING AND EVALUATION

#### F.1.0 INTERIM FINANCIAL REPORT

- F.1.1 If the Project spans over one Fiscal Year, the Recipient must submit to the Province an interim financial report no later than 30 days after March 31 of the first Fiscal Year. This report shall be in a form satisfactory to the Province and certified by both the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient and a professional engineer. The report shall identify any actual or potential issues in carrying out the Project and corresponding mitigating strategies. The interim financial report will also include, if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it.

#### F.2.0 POST-CONSTRUCTION REPORT

- F.2.1 **Post-construction Report.** Unless the Province otherwise specifies in writing to the Recipient, the Recipient will be required to submit a Post-construction Report to the Province for the Project (the "**Post-construction Report**") by the earlier of 90 days after the Substantial Completion Date or March 2, 2018. The Recipient will for the submission of the Post-construction Report follow such administrative procedures as are specified from time to time by the Province. The Post-construction Report will be in a form satisfactory to the Province and will include:
- (a) a detailed description of the Project as completed, including photographs;
  - (b) particulars of how the communications requirements set out in Schedule "G" (Communications Protocol) have been implemented or applied;
  - (c) financial statements and, if requested by the Province, financial statements audited by an independent external auditor. Such audit will be carried out under the Recipient's management and at the Recipient's expense;
  - (d) details of and explanations for any variance from the Project including, without limitation, Schedule "C" (Project Description) and Schedule "D" (Budget, Payment Plan and Timelines);
  - (e) details of how the objectives of the Project and of the Province of Ontario have been met;
  - (f) how/when usage data will be collected to identify the Project's benefits and when the results will be communicated to the municipal council and to the Province (see section F.3.1 (Completion of Post-project Evaluation));
  - (g) if required pursuant to Schedule I (Aboriginal Consultation Protocol), section I.3.1 (Requirements for Aboriginal Consultation Record), an Aboriginal Consultation Record and any update to it; and
  - (h) any other information respecting the Project the Province may request.

### **F.3.0 POST-PROJECT EVALUATION**

#### **F.3.1 Completion of Post-project Evaluation.**

- (a) As required pursuant to section A.7.7 (Post-project Evaluation) and unless the Province otherwise agrees upon, at its sole discretion and in writing, the Parties agree to conduct a Post-project evaluation.
- (b) The purpose of the Post-project Evaluation is to:
  - (i) inform the Recipient of the benefits of the Project; and
  - (ii) assist the Province in assessing the Project implementation to inform future delivery of municipal cycling infrastructure programs for which provincial transfer payments are provided.
- (c) The Recipient further agrees to prepare, as required pursuant to section F.3.2 (Post-project Evaluation Report and Timelines), the Post-project evaluation report.
- (d) The Recipient agrees that the Project evaluation report is in addition to the Post-construction Report pursuant to section F.2.1 (Post-construction Report).
- (e) The Recipient acknowledges and agrees that the Post-project evaluation report will be a public document.

#### **F.3.2 Post-project Evaluation Report and Timelines.**

- (a) The Recipient will provide the Province with a Post-project Evaluation report within 90 days of the last count of cyclists carried out pursuant to this section F.3.2 (Post-project Evaluation Report and Timelines).
- (b) The Post-project Evaluation report will include any data collection requirements described in Schedule "C" (Project Description).
- (c) The Post-project Evaluation report will include the counts described in paragraphs F.3.2 (d), (e) (f) (g) and (h).
- (d) The Recipient agrees that the Post-project Evaluation report will include automated counter counts of cyclists using the new infrastructure put in place as part of the Project or manual counts of cyclists. Two 2-hour counts, at a minimum, must be provided:
  - (i) one on a Tuesday, Wednesday or Thursday between 15:00 and 19:00; and
  - (ii) another one on the previous or following Saturday between 12:00 and 14:00.
- (e) If there is a sidewalk adjacent to the new infrastructure, cyclists using the adjacent sidewalk must also be counted and reported for the periods described in paragraph F.3.2(c) as part of the Project evaluation report.

- (f) For the purpose of a count carried out pursuant to paragraphs F.3.2(d) and (e), the date that the count was conducted must be specified, as well as the weather conditions at the time of the count. If the Recipient already has an established counting program, the Recipient can, if that program includes the above two required counts, use it and submit extra data, if any.
- (g) In addition to the counts described in paragraph F.3.2(d) and, if applicable, (e), if the Recipient receives Funds for:
  - (i) portable automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over two weeks; or
  - (ii) permanent automated counters, the minimum requirement is a 24-hour daily continuous count of cyclists over 36 months.
- (h) Counts pursuant to:
  - (i) paragraphs F.3.2(d), (e) and (g)(i) must be carried out within 20 months, at the earliest, and 24 months, at the latest; and
  - (ii) paragraph F.3.2(g)(ii) must be carried out within 36 months, at the latest, of the date the new infrastructure is opened to the public.

**F.3.3 Costs.** The Recipient will be responsible for its own costs in relation to the Post-project Evaluation.

## **SCHEDULE “G”**

### **COMMUNICATIONS PROTOCOL**

#### **G.1.0 PURPOSE**

- G.1.1 Purpose.** This Schedule “G” (Communications Protocol) describes the Recipient’s responsibilities and financial obligations involved in communications activities and products for the Project to recognize the contributions of the Government of Ontario and the Recipient.

#### **G.2.0 GENERAL PRINCIPLES**

- G.2.1 Joint Communications.** The Recipient agrees to undertake joint communications activities and collaborate on products to ensure open, effective, and proactive communications.
- G.2.2 Recognition and Prominence.** Unless the Province specifies otherwise, the financial contribution of the Province will receive equal recognition and prominence in Project related communications, including when logos, symbols, flags, and other types of identification are incorporated into events signs.
- G.2.3 Announcements and Ceremonies.** All announcements and ceremonies will be organized jointly with equal participation from the Recipient and the Province.
- G.2.4 Electronic Media.** All communications through electronic media such as web sites or management information systems are subject to the terms and conditions of this Schedule “G” (Communications Protocol).
- G.2.5 Communications Protocol and Other Requirements.** All events and signage will follow the communications protocols set out in this Schedule “G” (Communications Protocol) and any other requirements that may be specified by the Province from time to time.
- G.2.6 Approval of Province.** All communications referencing the Government of Ontario or making use of the Government of Ontario logo, or both, must be submitted a minimum of 15 days in advance and approved by the Province prior to release.

#### **G.3.0 PROJECT COMMUNICATIONS**

- G.3.1 General.** All written communications concerning the Project will be prepared in a manner that supports the communications objectives and branding of each Party to the Agreement.
- G.3.2 Provincial Funding Statement.** All public information material made by the Recipient for the Project will clearly indicate that the Project is partially funded by the Government of Ontario.
- G.3.3 Project Promotion.**
- (a) The Recipient is responsible for the promotion of the Project and its activities and objectives within their jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication a minimum of 15 days before it takes place.

The Recipient will also ensure appropriate recognition of the Province's contribution in annual reports, speeches or other opportunities, as appropriate.

- (b) The Recipient is solely responsible for operational communications including calls for tender, construction, design, property, emergency and public safety notices.
- (c) The Recipient will share information promptly with the Province on significant emerging media and stakeholder issues relating to the Project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project.
- (d) The Recipient and the Province reserve the right to refer to the funding provided in their own separate, and non-Project specific communications. Each commits to acknowledging the other's involvement in the Project.
- (e) The Recipient will provide, whenever possible, professional quality audio-visual material about the Project to the Province to support wider communications about the provincial funding.

#### **G.4.0 COMMUNICATING WITH THE PUBLIC**

##### **G.4.1 General.**

- (a) The Recipient will notify and consult with the Province, a minimum of 15 days in advance, about all proposed news releases, new media communications activities, or public announcements relating to the Project. This is to provide the Province with sufficient notice of key Project communications and, if the Province so desires, the time that is necessary to determine a course of action, line up principals and prepare joint material. Notwithstanding the advance notice requirement, the Province will not unreasonably withhold its consent if the Recipient must issue a news release or public announcement in less than 15 days due to unforeseeable circumstances, including matters of public safety or the need for emergency response.
- (b) The Recipient will advise the Province regularly of upcoming public events or community relations activities relating to the Project. The Recipient commits to acknowledging the Province's involvement.
- (c) The Province will monitor the Recipient's performance with respect to the communications provisions of the Agreement and order appropriate remedies, as it sees fit, where deficiencies are found.
- (d) In the event of an election call that affects a riding that the Project is located in, whether federal, provincial or municipal, no public announcements will be permitted. For clarification, this does not include announcements and communications made under paragraph G.3.3(b).

**G.4.2 Signing of the Agreement.** The Recipient and the Province may issue a joint news release when the Agreement is signed. The Recipient and the Province agree to hold, where appropriate, an official ceremony on this occasion.

- G.4.3 Public Information Kits.** The Recipient and the Province may develop joint information kits, brochures, public reports, new media products, and web site material to inform the public about the Project. Such material will be prepared in a manner consistent with this Schedule "G" (Communications Protocol) and any core messages developed by the Recipient or the Province. The choice of colour will be neutral in nature and not identified with any political party.
- G.4.4. News Releases.** The Recipient and the Province will issue joint news releases at relevant times in the life of the Project. In all such news releases, the Recipient and the Province will receive equal prominence and all will mutually agree on the use of quotes from the designated representatives of the Province or the Recipient in the news releases.
- G.4.5 News, Conferences, Public Announcements, Official Events or Ceremonies.**
- (a) The Recipient and the Province agree to hold news conferences at the request of the other. The designated representative of each of the Recipient and the Province will be provided the opportunity to participate in such news conferences.
  - (b) No public announcement relating to the Project, with the exception of those notices described in paragraph G.3.3(b), will be made by the Recipient without the prior consent of the Province.
  - (c) The Recipient and the Province will cooperate in the organization of announcements or ceremonies. Messages and public statements for such events should be mutually agreed upon. The Province may recommend special events and ceremonies be held where and when appropriate.
- G.4.6 Signage.**
- (a) Within mutually agreed upon timelines after the signing of the Agreement, the Recipient agrees to produce and erect temporary signage acknowledging the Province's contribution to the Project. The signage will be produced in accordance with the design requirements to be provided by the Province and will be at least equivalent in size and prominence to other contributors' Project signage. The signage will remain in place until 90 days after construction is completed.
  - (b) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The sign shall be black and white and include the trillium logo and the words "Funding by the Province of Ontario". The design, wording and specifications of such permanent signs will respect the general provisions of the Agreement and must be approved by the Province.
  - (c) Except for signage acknowledging the Project funding, traffic control, safety devices, wayfinding, instructional, educational, contractor signage, retail signage or normal construction related signage, no additional signage concerning the Project will be erected at the Project site by the Recipient.
- G.4.7 Communications Events.** Subject to the terms of the Agreement, the Recipient or the Province may, at its own costs and upon 90 days Notice to the other Party prior to the event, carry out Project related communications events, including educational and promotional signage.

- G.4.8 **Joint Communications Events.** If the Parties agree to carry out a joint communications event, the costs of such event will be shared equally between the Province and the Recipient.
- G.4.9 **Monitoring and Compliance.** The Province will monitor the Recipient's compliance with this Schedule "G" (Communications Protocol), and may, at its discretion, advise the Recipient of issues and required adjustments.

## SCHEDULE "H"

### DISPOSAL OF AND REVENUES FROM ASSETS

#### H.1.0 DEFINITION

H.1.1. **Definition.** For the purposes of this Schedule "H" (Disposal of and Revenues from Assets):

**"Local Government"** means a single-tier, lower-tier or upper-tier municipality established by or under Ontario provincial statute, and also includes a municipal service corporation established by such a single-tier, lower-tier or upper-tier municipality.

#### H.2.0 DISPOSAL OF ASSETS

H.2.1 **Repayment.** The Recipient undertakes to notify the Province in writing, 180 days in advance, if at any time during a period of 10 years from the Substantial Completion Date, the Recipient proposes to sell, lease, encumber or use any asset in a manner other than described in the Agreement, or otherwise dispose of, directly or indirectly, any asset, constructed, repaired, rehabilitated or improved, in whole or in part, with Funds, other than to the Province, a Local Government or a Crown agent of the Province. Upon disposition, unless the Province otherwise approves in writing, the Recipient hereby undertakes to reimburse the Province, forthwith on demand, a proportionate amount of the Province's contribution, in the proportion set forth herein below:

Where asset is sold, leased, encumbered, used in a manner other than described in the Agreement, or otherwise disposed of within:	Return of Funds (in current dollars)
Up to two years after the Substantial Completion Date of the Project	100%
More than two and less than five years after the Substantial Completion Date of the Project	90%
More than five and less than 10 years after the Substantial Completion Date of the Project	75%
More than 10 years after the Substantial Completion Date of the Project	0%

**H.2.2 Reinvestment.** Notwithstanding the foregoing, if the Recipient disposes of any asset of the Project, directly or indirectly, during the 10 year period noted in section H.2.1 (Repayment) and replaces it with an asset of equal or greater value, the Recipient may, in lieu of the repayment set out in section H.2.1 (Repayment) and with the Province's prior written approval, reinvest the proceeds from the disposal into the replacement asset.

### **H.3.0 REVENUES FROM ASSETS**

**H.3.1 Revenues.** The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit. The Recipient will notify the Province in writing, within 90 days of the end of a Fiscal Year, if any asset to which the Province has contributed under the Agreement is used in a way that, in the Fiscal Year, revenues generated from the asset exceeded the Recipient's operating expenses. In such instance, the Province may require the Recipient to pay to the Province immediately a portion of the excess, in the same proportion as the Province's contribution is to the total cost of the asset. This obligation will apply only to the first 10 complete Fiscal Years following the Substantial Completion Date.

### **H.4.0 DEDUCTION FROM FINANCIAL ASSISTANCE**

**H.4.1 Deduction by Province.** The Province may deduct any amount of funds to be repaid by the Recipient under this Schedule "H" (Disposal of and Revenues from Assets) from the financial assistance payable on any other current or future project(s) of the Recipient under any other provincial program(s).

## SCHEDULE "I"

### ABORIGINAL CONSULTATION PROTOCOL

#### I.1.0 DEFINITIONS

##### I.1.1 **Definitions.** For the purposes of this Schedule "I" (Aboriginal Consultation Protocol):

**"Aboriginal Community"** includes First Nation, Métis and Inuit communities or peoples of Canada.

**"Aboriginal Consultation Plan"** means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

**"Aboriginal Consultation Record"** means a document that records and describes, as the Province may require, the consultation activities carried out during the Project and the results of that consultation.

#### I.2.0 ABORIGINAL CONSULTATION PLAN

##### I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project, may require the Recipient to, in consultation with the Province, develop and comply with an Aboriginal consultation plan ("**Aboriginal Consultation Plan**").

##### I.2.2 **Procedural Aspects of Consultation.** If consultation with Aboriginal Communities is required, the Province may:

- (a) delegate certain procedural aspects of the consultation to the Recipient; and
- (b) provide the Recipient with an initial list of the communities the Recipient may consult.

##### I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

##### I.2.4 **Changes to Plan.** The Province, in the Province's sole discretion and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

#### I.3.0 ABORIGINAL CONSULTATION RECORD

##### I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with Aboriginal Communities is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to Schedule "F" (Reporting and Evaluation), Article F.1.0 (Interim Financial Report) and Article F.2.0 (Post-construction Report).

#### **I.4.0 RESPONSIBILITIES OF THE RECIPIENT**

**I.4.1 Notification to and Direction from the Province.** The Recipient will immediately notify the Province:

- (a) of contact by any Aboriginal Communities regarding the Project; or
- (b) if any Aboriginal archaeological resources are discovered in the course of the Project,

and, in either case, the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

**I.4.2 Direction from the Province and Contracts.** The Recipient will provide in any Contract for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

## **SCHEDULE "J"**

### **REQUEST FOR PAYMENT AND PAYMENT PROCEDURES**

#### **DEFINITIONS**

For the purposes of this Schedule "J" (Request for Payment and Payment Procedures):

**"Final Payment"** means the payment by the Province for the Project Milestone 4 (Acceptance of Post-construction Report) described Schedule "D" (Budget, Payment Plan and Timelines), Article D.2.0 (Payment Plan and Timelines).

**"Request for Payment"** means a request for payment, in the form set out in Sub-schedule "J.4" (Request for Payment Form), which describes the Eligible Costs for which the Recipient is requesting payment by the Province and provides related information.

#### **J.1.0 REQUEST FOR PAYMENT**

**J.1.1 Request for Payment Procedures.** The Recipient agrees that the procedures set out in Article J.2.0 (Request for Payments for Eligible Costs of Project Milestones) will apply to Requests for Payment the Recipient submits to the Province pursuant to the Agreement.

#### **J.2.0 REQUEST FOR PAYMENTS FOR ELIGIBLE COSTS OF PROJECT MILESTONES**

**J.2.1 Timing and Documents for Payment Requests.** The Recipient agrees to submit a Request for Payment to the Province within 60 days of reaching a Project Milestone. The Recipient agrees to submit, for each type of payments listed below, the following documents:

- (a) for each Project Milestone Payment (except for the Final Payment):
  - (i) a Request for Payment fully and accurately completed;
  - (ii) a certification and request, using the form of certificate in Sub-schedule "J.1" (Certificate from Recipient) signed by the Recipient's chief administrative officer or, with the prior written consent of the Province, another representative of the Recipient; and
  - (iii) the documentation described in Schedule "D" (Budget, Payment Plan and Timelines); and
- (b) for the Final Payment, a Post-construction Report, as required pursuant to Schedule "F" (Reporting and Evaluation), Article F.2.0 (Post-construction Report); and
- (c) for any payment, such other information as the Province may request.

#### **J.3.0 PAYMENTS**

**J.3.1 Timing and Amounts.** The projected timing and amounts of the Project Milestone Payments is described in Schedule "D" (Budget, Payment Plan and Timelines). Subject to annual

appropriations, the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, within 60 days of receipt of a Request for Payment fully completed in accordance with this Schedule "J" (Request for Payment and Payment Procedures). The Province will under no circumstances be liable for interest for failure to make a payment within the time limit set out in this Article J.3.0 (Payments).

#### **J.4.0 TIME LIMITS FOR PAYMENT REQUESTS**

**J.4.1 Submission.** The Recipient will submit all Requests for Payments, as per section J.2.1 (Timing and Documents for Payment Requests), and the request for the Final Payment no later than March 2, 2018.

**J.4.2 Province No Obligation.** The Province will have no obligation to provide funding for a payment request submitted after March 2, 2018.

#### **J.5.0 FINAL ADJUSTMENTS**

**J.5.1 Final Adjustments.** After the Recipient has submitted its Post-construction Report and before the Expiration Date, the Parties will jointly carry out a final reconciliation of all payment requests and payments in respect of the Project and make any adjustments required in the circumstances.

#### **J.6.0 FINAL PAYMENT**

**J.6.1 Final Payment.** Following delivery of the completed Post-construction Report and upon completion of all adjustments in accordance with Article J.5.0 (Final Adjustments), the Province agrees, subject to the Recipient having met all other terms and conditions of the Agreement, to pay the Recipient the remainder, if any, of its contribution pursuant to paragraph A.4.1(a).

**SUB-SCHEDULE "J.1"**

**CERTIFICATE FROM RECIPIENT**

**TO:** Ontario Municipal Cycling Infrastructure Program  
Ministry of Transportation  
Transportation Policy Branch  
Sustainable & Innovative Transportation Office  
Suite 3000, 30<sup>th</sup> Floor  
777 Bay Street  
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

**FROM:** [insert address of the Chief Administrative Officer for the Recipient or another authorized representative]

Attention: [insert address of the Recipient's representative]

Telephone No.: [insert telephone number of the Recipient's representative]

Facsimile No.: [insert facsimile number of the Recipient's representative]

**RE:** Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

---

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ [insert name and title of the Recipient's representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
  - a. all representations and warranties contained in Article A.2.0 (Representations, Warranties and Covenants) of Schedule "A" (General Terms and Conditions) to the Agreement are true and correct;
  - b. the Recipient is in compliance with all the terms and conditions of the Agreement and no event of default, as described in the Agreement, has occurred and is continuing;
  - c. if the Recipient has incurred a cost overrun for the Project, it has funded the costs and is not asking for funds from the Province and has sufficient funds to complete the Project in compliance with the Agreement; and
  - d. the Recipient has complied with all provisions of the *Construction Lien Act* (Ontario) and is not aware of any claims for lien under that Act.
2. Attached is the Request for Payment, which is true and accurate, and relates to costs on account of the Project.
3. The Funds will only and entirely be used for Eligible Costs and in accordance with the Agreement.

The Recipient hereby requests a payment in the amount of \$ \_\_\_\_\_ on account of the Province's contribution towards the Eligible Costs of the Project pursuant to paragraph A.4.1(a) of Schedule "A" (General Terms and Conditions).

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

**SUB-SCHEDULE "J.2"**

**CERTIFICATE FROM PROFESSIONAL ENGINEER**

**TO:** Ontario Municipal Cycling Infrastructure Program  
Ministry of Transportation  
Transportation Policy Branch  
Sustainable & Innovative Transportation Office  
Suite 3000, 30<sup>th</sup> Floor  
777 Bay Street  
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

**FROM:** [insert address of the professional engineer]

Attention: [insert the name and title of the professional engineer]

Telephone: [insert telephone number of the professional engineer]

Facsimile: [insert facsimile number of the professional engineer]

**RE:** Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

---

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ [insert name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below:

1. in the case of a request for payment for Eligible Costs, as defined in the Agreement, the \_\_\_\_\_ Project Milestone, as described in Schedule "D" (Budget, Payment Plan and Timelines):

a. has been completed; and

b. has not changed, unless such change has been approved, in advance and in writing, by the Province;

2. the request for payment is for Eligible Costs;

3. the work conforms with Schedule "C" (Project Description) of the Agreement, unless a change has been approved, in advance and in writing, by the Province; and

4. the work conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:

**SUB-SCHEDULE "J.3"**

**SOLEMN DECLARATION OF SUBSTANTIAL COMPLETION**

**TO:** Ontario Municipal Cycling Infrastructure Program  
Ministry of Transportation  
Transportation Policy Branch  
Sustainable & Innovative Transportation Office  
Suite 3000, 30<sup>th</sup> Floor  
777 Bay Street  
Toronto, ON M7A 2J8

Attention: Ontario Municipal Cycling Infrastructure Program

Telephone No.: 1-844-671-7438

Facsimile No.: (416) 585-7204

**FROM:** [Insert address of the professional engineer]

Attention: [Insert the name and title of the professional engineer]

Telephone: [Insert telephone number of the professional engineer]

Facsimile: [Insert facsimile number of professional engineer]

**RE:** Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement

---

In the matter of the Ontario Municipal Cycling Infrastructure Program Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the Town of Tecumseh (the "Recipient"), on \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

I, \_\_\_\_\_ [Insert the name of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this declaration, do solemnly declare as follows:

1. I am the \_\_\_\_\_ (title, department, organization), and as such have knowledge of the matters set forth in this affidavit.
2. The work identified as Project in the Agreement has reached Substantial Completion, as defined in the Agreement, on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "**Substantial Completion Date**").
3. The value of substantially completed work on the Project is \_\_\_\_\_ [Insert the amount in Canadian dollars].

4. The work:

- a. was carried out by \_\_\_\_\_ [insert the name of the prime contractor],  
between \_\_\_\_\_ [insert the start date] and \_\_\_\_\_ [insert  
the completion date];
- b. was supervised and inspected by qualified staff;
- c. conforms with the plans, specifications and other documentation for the work;
- d. conforms with applicable environmental legislation, and appropriate mitigation measures  
have been implemented;
- e. conforms with Schedule "C" (Project Description) of the Agreement except as the Province  
has otherwise approved in advance and in writing; and
- f. conforms with the requirements set out in paragraph A.4.11(d) of Schedule "A" (General  
Terms and Conditions) of the Agreement to comply with industry standards.

Declared at \_\_\_\_\_ (municipality), in the Province of Ontario, this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

(Signatures)

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Witness Name:

Title:

Title:



SUB-SCHEDULE "J.4"

REQUEST FOR PAYMENT FORM

REQUEST FOR PAYMENT

City of Tecumseh Date: \_\_\_\_\_

\_\_\_\_\_

Request for Payment#: \_\_\_\_\_

191

No change to Fiscal Years in which Requests for Payment will be ☐ Delayed. Change to Fiscal Years in which Requests for Payment will be made. ☐ Complete.

Contribution for the Project Milestone as per the Budget: \$ \_\_\_\_\_

Received from the Province for the Project Milestone: \$ \_\_\_\_\_

Please complete the table below. For the "Amount of any cost overruns" and "Previous Request for Payment(s)", please provide the total amounts to date, not the a prior Request for Payment.

Project Activity	Total Eligible Costs amount as per Budget	Provincial contribution to Eligible Costs as per Budget	Amount of any cost overruns	PREVIOUS REQUEST(S) FOR PAYMENT			CURRENT REQUEST FOR PA			
				Total contribution by the Province to date	Total contribution by the Recipient to date	Total contribution from other sources to date	Description of Eligible Costs in current Request for Payment	Contribution sought from the Province	Contribution from the Recipient	
Design/ Engineering										
Project Management										
Materials, Labour and Construction										
Total										

If necessary, provide additional details or breakdown of Eligible Costs on a separate sheet.

Recommended for payment request:

Date \_\_\_\_\_

Recommended for payment:

Date \_\_\_\_\_

\_\_\_\_\_  
[Insert the name of the Recipient's representative]

\_\_\_\_\_  
Director, Transportation Policy Branch

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-63

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and 1185604 Ontario Inc.

**WHEREAS** The Corporation of the Town of Tecumseh, agrees to purchase from 1185604 Ontario Inc. the property legally described as Part of Lot 303 Con. South of Talbot Rd, now designated as Parts 2, 3 and 4 on Plan 12R-26617 in the Town of Tecumseh;

**AND WHEREAS** pursuant to the *Municipal Act, S.O. 2001, c.25*, the powers of the municipality shall be exercised 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 of Purchase and Sale (Agreement) dated the 13th day of September, 2016, between The Corporation of the Town of Tecumseh and 1185604 Ontario Inc, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further and other acts which may be necessary to implement the said Agreement.
2. **THAT** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

**READ** a first, second, third time and finally passed this 13<sup>th</sup> day of September, 2016.

---

Gary McNamara, Mayor

“ SEAL “

---

Laura Moy, Clerk

# **AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)**

**PURCHASER:** The Corporation of the Town of Tecumseh agrees to purchase from  
(Full legal name of all Purchasers)

**VENDOR:** 1185604 Ontario Inc. the following  
(Full legal name of all Vendors)

**REAL PROPERTY:**

Address: w/ on South Talbot Road fronting on the North side of South Talbot Road  
in the Town of Tecumseh and having a frontage of \_\_\_\_\_ more or less by a depth of \_\_\_\_\_  
more or less and legally described as Part of Lot 303 Concession South of Talbot Road designated as Parts 2, 3 and 4  
on Plan 12R-26617, Town of Tecumseh being Part of PIN: 70620-0020  
(Legal description of land including easements)

**PURCHASE PRICE:** Sixty-One Thousand, Nine Hundred, Thirty-Three — \$61,933.00 Dollars (CDN\$ 61,933.00)

**DEPOSIT:** Purchaser submits (upon acceptance) One Hundred Dollars (CDN\$ 100.00)  
(here-with upon acceptance)

cash or negotiable cheque payable to Vendor's Solicitor to be held in trust pending the completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

**PURCHASER AGREES TO PAY THE BALANCE OF THE PURCHASE PRICE DUE ON CLOSING IN CASH OR BY CERTIFIED CHEQUE SUBJECT TO THE USUAL ADJUSTMENTS**

**SCHEDULE(S)** "A" attached hereto form(s) part of this Agreement.

1. **CHATELLE INCLUED:** n/a

2. **FIXTURES EXCLUDED:** n/a

3. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable n/a

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Vendor until 4:30 p.m. on the 14<sup>th</sup> day of September, 2016, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

5. **COMPLETION DATE:** This agreement shall be completed by no later than 6:00 p.m. on the 23<sup>rd</sup> day of September, 2016. Provided that the Purchaser may advance the closing date on 48 hours notice. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to H.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to H.S.T.  
(included in addition to)

7. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2016. (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

8. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this agreement.

9. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing that such are complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 7 any valid objection to title or to any outstanding work order of deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement

notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at end and all monies paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

**10. DOCUMENTS AND DISCHARGE:** Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey or the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

**11. INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

**12. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

**13. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.

**14. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor, covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.

**15. RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

**16. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unincurred cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

**17. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.

**18. TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

**19. FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

**20. UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

**21. CONSUMER REPORTS:** The purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transactions.

**22. AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

**23. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**24. E-REG CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

DATED at Tecumseh, ON this \_\_\_\_\_ day of \_\_\_\_\_, 2016

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

**THE CORPORATION OF THE TOWN OF TECUMSEH**

DATE: \_\_\_\_\_  
(Witness)

Gary McNamara, MAYOR  
(Purchaser)

DATE: \_\_\_\_\_  
(Witness)

Laura Moy, CLERK  
(Purchaser)

DATED at Windsor, Ont this 31 day of AUGUST, 2016

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

1185604 ONTARIO INC.

*Mariann O'Neil*

Mariann O'Neil, President  
"I have authority to bind the Corporation"  
(Vendor)

DATE: August 31, 2016

**SPOUSAL CONSENT:** The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

DATE: \_\_\_\_\_  
(Witness)

(Spouse)

**CONFIRMATION OF EXECUTION:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties \_\_\_\_\_ a.m./p.m. this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

(Signature of Vendor or Purchaser)

#### ACKNOWLEDGMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

\_\_\_\_\_  
(Purchaser) Date: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser) Date: \_\_\_\_\_

Address for Service: \_\_\_\_\_  
(Phone #) \_\_\_\_\_

Purchaser's Lawyer: Edwin C. Hooker  
Wolf Hooker Professional Corporation

Address for Service: 72 Talbot St. N. Suite 100, Essex, ON  
519-776-4244 519-776-7277  
(Tel. No.) (Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

*Mariann O'Neil* Date: August 31, 2016  
(Vendor)

\_\_\_\_\_  
(Vendor) Date: \_\_\_\_\_

Address for Service: \_\_\_\_\_  
(Phone #) \_\_\_\_\_

Vendor's Lawyer: Robert Tomas

Address for Service: 3135 Tecumseh Rd. E., Windsor, ON  
519-944-2220 519-944-2420  
(Tel. No.) (Fax No.)

**SCHEDULE "A"**  
**AGREEMENT OF PURCHASE AND SALE**  
**(FOR USE IN THE PROVINCE OF ONTARIO)**

**PURCHASER:** The Corporation of the Town of Tecumseh agrees to purchase from  
(Full legal name of all Purchasers)

**VENDOR:** 1183604 Ontario Inc. the following  
(Full legal name of all Vendors)

**REAL PROPERTY:**

Address: v/l on South Talbot Road fronting on the North side of South Talbot Road  
 in the Town of Tecumseh and having a frontage of \_\_\_\_\_ more or less by a depth of \_\_\_\_\_  
 more or less and legally described as Part of Lot 303 Concession South of Talbot Road designated as Parts 2, 3 and 4  
on Plan 12R-26617: Town of Tecumseh being Part of PIN: 70620-0020

The following provisions shall survive the completion of this agreement:

1. The Vendor acknowledges that a trail connecting to the existing Chrysler Canada Greenway and Herb Gray Parkway trails will be constructed within the boundaries of the property and neighbouring lands also acquired by the Purchaser and accepts the compensation paid and covenants provided by the Purchaser under this agreement as full and fair compensation for all rights afforded to the Vendor under applicable law, including, without limitation, the Expropriation Act (Ontario).
2. The parties shall execute a mutual drainage agreement contemplating the following:
  - a. Current field tile shall be preserved during trail construction with the costs of any repairs necessitated by the trail construction at the expense of the Purchaser;
  - b. Affirming the rights of the Vendor to continue to maintain and repair their tile under the trail following closing and construction of the trail at the Vendor's expense.
  - c. Contemplating that the agreement will bind and be assumable by successors and assigns in title to the property and the Vendor's remaining property and upon such assumption the Vendors are relieved from their direct obligations.
2. To pay the Vendor's reasonable legal costs for advising them on this acquisition up to the closing of this transaction. A bill of costs or invoice shall be submitted by Vendor's counsel prior to closing for review and acceptance for payment on closing.
4. The Purchaser covenants, at the time of construction of the trail to:
  - a. incorporate a fence along the southerly limit of the property with gate locking capabilities located near the north westerly corner of the Vendor's remaining property at the Purchaser's sole cost and expense.
  - b. accommodate a natural white cedar hedge row into the trail to be set back acceptably to avoid the cedar's growing onto the Owner's property.
  - c. reimburse the Vendor for any crop loss income if the trail construction is commenced prior to the removal of the soya bean crop on the property being the total sum of \$979.50 (\$150.00 x 2.49 acres)
  - d. to supply a survey from an Ontario Land Surveyor of the property following completion;
3. This offer or any counter-offer may be executed in counterparts by Telex, electronically scanned copy or similar system reproducing the original with necessary signatures and initials, each of which so executed shall be deemed to be an original, such counterparts together shall constitute one and the same instrument and shall be binding on all parties. The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000 S.O. 2000, C.17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

MO  
 Vendor's Initial

\_\_\_\_\_  
 Purchaser's Initial

\_\_\_\_\_  
 Purchaser's Initial

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-64

Being a by-law to expropriate lands required for municipal purposes

**WHEREAS** The Expropriations Act, R.S.O. 1990, c. E.26, as amended authorizes municipalities to expropriate land for municipal purposes;

**AND WHEREAS** The Council of the Corporation of the Town of Tecumseh has authorized an application for approval to expropriate certain lands;

**AND WHEREAS** the application has not been referred to a hearing by any of the owners affected;

**NOW THEREFORE** The Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** approval is hereby granted for the expropriation by the Corporation of the Town of Tecumseh of the lands described within Schedule "A" attached to this by-law, for municipal purposes in connection with a recreational trail and related works and improvements;
2. **THAT** the Mayor and Clerk are hereby authorized to execute the Certificate of Approval and the Expropriation Certificate as prepared and presented by the Town's surveyor;
3. **THAT** the Clerk is hereby authorized to cause the Expropriation Plan to be registered in the Land Registry Office for the County of Essex (No. 12) and thereby effect the expropriation of the said lands;
4. **THAT** The Corporation of The Town of Tecumseh is hereby authorized to enter and take possession of the expropriated lands on the day permitted under the Expropriations Act, as amended, or pursuant to any Court Order thereunder, or pursuant to any agreement entered into between the relevant owners and the Corporation of the Town of Tecumseh;
5. **THAT** the Clerk is hereby authorized to deliver such Notices of Possession, Notices of Expropriation, Notices of Election and Offers and Appraisal Reports in accordance with s. 25 of the Expropriations Act, as amended and to do all other things and give all other notices required by the Expropriations Act, as amended;
6. **THAT** that this by-law shall take effect as of and from the third and final reading hereof.

**Read** a first, second and third time, and finally passed this 13<sup>th</sup> day of September, 2016.

SEAL

---

Gary McNamara, Mayor

---

Laura Moy, Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW 2016-65

Being a By-law to amend By-law No. 2015-82, a bylaw which prescribes tariffs 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 (Council) deems it desirable to prescribe administrative fees and charges for The Corporation of the Town of Tecumseh, not otherwise prescribed by by-law;

**AND WHEREAS** By-law No. 2015-82 being a by-law to prescribe the tariff of administrative fees and charges for the Town of Tecumseh for the year 2016 was adopted by Council on the 8<sup>th</sup> day of December, 2015, and subsequently amended by By-law No. 2016-18;

AND WHEREAS the Council is desirous of further amending By-law No. 2015-82;

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

1. That Schedule F to By-law No. 2015-82 is hereby repealed and replaced with Schedule F as appended hereto to By-law No. 2016-18;
2. That any by-law inconsistent with this By-law is hereby repealed;
3. That this by-law shall come into force and take effect on the date of passing.

**READ** a first, second and third time and finally passed this 13<sup>th</sup> day of September, 2016.

---

Gary McNamara, Mayor

---

Laura Moy, Clerk

SCHEDULE F  
By-Law No. 2016-65

Parks and Recreation			
TYPE OF FEE	2016 FEES	2015 FEES	HST
Pavilion Rental			
a) Private Use	\$ 113.00	\$ 112.00	Y
b) Commercial Corporations	\$ 195.00	\$ 190.00	Y
c) School Use	\$ 57.00	\$ 56.00	Y
d) Lacasse Pavillion/Leisure Pool Rental Combo	\$ 57.00	\$ 56.00	Y
Room Rentals - Arena			
a) Affiliated Comm. Organizations (Local Non-profit)	\$ 37.00	\$ 36.00	Y
b) Private use	\$ 140.00	\$ 138.00	Y
c) Private use with Facility Staff set-up	\$ 170.00	\$ 168.00	Y
d) Private use - with kitchen	\$ 215.00	\$ 210.00	Y
e) Private use - with kitchen with Facility Staff set-up	\$ 245.00	\$ 240.00	Y
f) Hourly Rate (Profit Organization (hourly))	\$ 30.00	\$ 29.00	Y
Audio Visual Equipment			
a) Overhead Projector & Screen	\$ 23.00	\$ 22.12	Y
b) TV/DVD Player	\$ 23.00	\$ 22.12	Y
c) Podium/Sound System	\$ 23.00	\$ 22.12	Y
Room Rentals - Optimist Club			
a) Affiliated Comm. Organizations (Local Non-profit)	\$ 37.00	\$ 36.00	Y
b) Private use	\$ 140.00	\$ 138.00	Y
c) Private use - with kitchen	\$ 165.00	\$ 160.00	Y
d) Hourly Rate (Profit Organization (hourly))	\$ 30.00	\$ 29.00	Y
e) Entire Building - All Day Use	\$ 255.00	\$ 250.00	Y
Parks Commemorative Program			
a) Park Bench with concrete pad	\$ 1,600.00	\$ 1,150.00	N
b) Tree Planting donation	\$ 500.00	\$ 480.00	N
Court Keys			
a) Tennis Court	\$ 25.00	\$ 24.34	Y
b) Tennis Court (1/2 season starting Sept. 1)	\$ 12.50	\$ 12.39	Y
c) Pickleball/per person	\$ 25.00	\$ 24.34	Y
d) Pickleball/per person (1/2 season starting Sept.1)	\$ 12.50	\$ 12.39	Y
Special Event - Lakewood Park (Note 1)			
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
Special Event Hydro (per day - North only)	\$ 200.00	\$ 200.00	Y
Wedding Ceremonies (Lakewood South)	\$ 250.00	\$ 250.00	Y
Wedding Receptions (Lakewood South)	\$ 750.00	\$ 750.00	Y
Parking at Lakewood (green space - per day)	\$ 1,000.00	\$ 1,000.00	Y
Greenspace Parking - damage deposit	\$ 500.00		N
Garbage collection Town staff (per can/per day)	\$ 2.25	\$ 2.25	Y
Special Event Set-up & Take down (per day)	\$ 310.00	\$ 310.00	Y
Special Event - Lacasse Park/McAuliffe Park			
Special Event 1 day	\$ 750.00	\$ 750.00	Y
Special Event Tent rental (15' X 15' - 1-3 days)	\$ 225.00	\$ 221.00	Y
Non-profit Triathalon/Cross country/Walkathon Park			
Rental (per hour - maximum 5 hours)	\$ 83.00	\$ 82.00	Y
Additional Special Event Charges			
Security Deposit for Noise Bylaw Exemptions	\$ 500.00	\$ 500.00	N
Mapping services (IT Department) - 3 hours	\$ 130.00		Y
Food/Beverage Sales	\$ 250.00	\$ 250.00	Y
Security Fencing: 120 Panels - 6ft high x 8ft wide 90 Panels - 3.5ft high x 7ft wide			
a) Per Panel (1 - 5 day event) delivered only	\$ 3.50	\$ 3.50	Y
b) Per Panet (1 month) delivered only	\$ 6.50	\$ 6.50	Y
c) Per Panel (1 - 5 day event) installed	\$ 5.50	\$ 5.50	Y
d) Per Panel (1 month) installed	\$ 8.50	\$ 8.50	Y

Sports Fields rental (Max 4 hr block)			
Ball Diamond - Adult	\$ 32.00	\$ 31.00	Y
Ball Diamond - Youth	\$ 18.00	\$ 17.50	Y
Ball Diamond with lights - Adult	\$ 52.00	\$ 51.00	Y
Ball Diamont with lights - Youth	\$ 31.50	\$ 31.00	Y
Soccer Pitch - Adult	\$ 32.00	\$ 31.00	Y
Soccer Pitch - Youth	\$ 18.00	\$ 17.50	Y
User Group: per registrant (Ball/Soccer)	\$ 5.00	\$ 5.00	N
Ice Rental - hourly			
Ice Rental - Prime Time (effective April 1)	\$ 165.50	\$ 164.00	Y
Ice Rental - Non- Prime Time (Starting April 1)	\$ 132.00	\$ 130.00	Y
1-8 people: Non-Prime 6am-3pm (Party / small group instruction)	\$ 112.00	\$ 110.00	Y
Summer Training Ice - June to August Saturday 2:00pm - 6:00 pm Sunday 9:00am - 2:00pm			
1/3 Ice: Ice barriers mandatory (max 5 players excluding coaches)	\$ 60.00		Y
1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches)	\$ 75.00		Y
Summer Weekend Sat/Sun 8am-4pm (June to August)	\$ 112.00	\$ 110.00	Y
Tournament/Event booking 35 hrs or more April - Aug	\$ 112.00	\$ 110.00	Y
Municipal or Municipal partnership program Apr - Aug	\$ 112.00	\$ 110.00	Y
Lifecycle Hourly Capital Surcharge (effective April 1)	\$ 2.00		Y
Public Skating (price increase effective September)			
Open/Parent & Tot/Seniors	\$ 3.54	\$ 2.66	Y
Open/Parent & Tot/Seniors Skating Pass	\$ 30.00		Y
Family rate (up to 5)	\$ 11.06	\$ 10.62	Y
Family rate weekday program pass	\$ 55.00		
Figure Skating Practice (day use if available)	\$ 6.19		
Sponsorship (per hour)	\$ 225.00	\$ 221.24	Y
Weekend Public Skating - Individual	\$ 3.98	\$ 3.54	Y
Weekend Public Skating - Family (up to 5 people)	\$ 11.06	\$ 10.62	Y
Shinny Hockey (per person)	\$ 6.19	\$ 6.20	Y
Shinny Weekday Pass	\$ 61.95		Y
Senior Shinney Hockey	\$ 4.42		Y
Arena Floor (Non ice rentals)			
a) Special Events (Not for Profit per hour)	\$ 94.00	\$ 94.00	Y
b) Lacrosse/ball hockey/inline skating etc (per hour)	\$ 65.00	\$ 65.00	Y
c) Commercial Rental (per day)	\$ 1,500.00	\$ 1,500.00	Y
d) Multiple Day Rental (to be negotiated)	Negotiated	Negotiated	Y
Skate Shop Rental per month (per contract)	\$ 330.00	\$ 315.00	Y
Program/Rental Administration Fees			
a) Program Transfer/Withdrawal Fee	\$ 10.00	\$ 9.07	Y
b) Rental Cancellation Fee	\$ 25.00	\$ 23.89	Y
c) Re-print Receipts	\$ 6.64	\$ 6.19	Y
Marketing and Advertising			
a) Ice Resurfacer Wrap - 1 year (Fee plus cost of wrap production/installation)	\$ 5,000.00	\$ 5,000.00	Y
b) Ice Resurfacer Wrap - 2 year (Fee plus cost of wrap production/installation)	\$ 9,750.00	\$ 9,750.00	Y
c) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation)	\$ 14,250.00	\$ 14,250.00	Y
d) Activity Guide Ad - Full Page Back Cover	\$ 500.00	\$ 500.00	Y
e) Activity Guide Ad - Full Page Inside	\$ 300.00	\$ 300.00	Y
f) Activity Guide Ad - 1/2 page	\$ 200.00	\$ 200.00	Y
g) Activity Guide Ad - 1/4 page	\$ 100.00	\$ 100.00	Y
Rink Board & Illuminated Sign Advertising			
a) Rink Boards		\$ 600.00	Y
b) 2 <sup>nd</sup> Rink Board		\$ 500.00	Y
c) Illuminated Wall Panel 3' x 15'		\$ 1,600.00	
d) Illuminated Wall Panel 5' x 9'		\$ 1,200.00	
e) Illuminated Wall Panel 5' x 5'		\$ 1,000.00	

Pool Rentals			
a) Pool with max 25 persons	\$ 61.00	\$ 60.00	Y
b) Pool with max 50 persons	\$ 120.00	\$ 119.00	Y
c) Pool with max 75 persons	\$ 170.00	\$ 169.00	Y
d) Pool with max 100 persons	\$ 200.00	\$ 198.00	Y
e) Pool & Slide with max 25 persons	\$ 115.00	\$ 114.00	Y
f) Pool & Slide with max 50 persons	\$ 168.00	\$ 167.00	Y
g) Pool & Slide with max 75 persons	\$ 225.00	\$ 224.00	Y
h) Pool & Slide with max 100 persons	\$ 264.00	\$ 262.00	Y
i) Pool & Tot Pool with max 25 persons	\$ 90.00	\$ 89.00	Y
j) Pool & Tot Pool with max 50 persons	\$ 147.00	\$ 146.00	Y
k) Pool & Tot Pool with max 75 persons	\$ 207.00	\$ 205.00	Y
l) Pool & Tot Pool with max 100 persons	\$ 233.00	\$ 231.00	Y
m) Pool, Tot Pool and Slide with max 25 persons	\$ 146.00	\$ 145.00	Y
n) Pool, Tot Pool & Slide with max 50 persons	\$ 202.00	\$ 200.00	Y
o) Pool, Tot Pool & Slide with max 75 persons	\$ 256.00	\$ 254.00	Y
p) Pool, Tot Pool & Slide with max 100 persons	\$ 287.00	\$ 285.00	Y
Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages)			
a) One Pool with Party Room & Staff	\$ 112.00	\$ 110.00	Y
b) One Pool & Slide with party Room & Staff	\$ 163.00	\$ 162.00	Y
c) Two Pools with Party Room & Staff	\$ 139.00	\$ 138.00	Y
d) Two Pools & Slide with Party Room & Staff	\$ 195.00	\$ 194.00	Y
e) Rec. Swim with Party Room & Staff	\$ 97.00	\$ 96.00	Y
f) Rec. Swim & Slide with Party Room & Staff	\$ 124.00	\$ 123.00	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)	\$ 9.73	\$ 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)	\$ 225.00	\$ 221.24	Y
Swim Card Passes Access to Rec Swim Programs 10 ticket entries per card			
Tot Time - Adult and 1 Child	\$ 39.82		Y
Open Rec Swim (Individual)	\$ 30.97		Y
Open Rec Swim (Family) (max 5)	\$ 97.35		Y
Adult Lengths	\$ 39.82		Y
Aquafit	\$ 39.38		Y
Waterslide	\$ 17.70		Y
Seasonal Swim PassesAccess to all Rec Swims for the summer(Tot Time, Adult Length, Aquafit, Open)			Y
a) Individual Pass	\$ 58.00	\$ 50.00	Y
b) Individual Pass (1/2 season starting August 1st)	\$ 29.00	\$ 25.00	Y
c) Family Pass (max 5)	\$ 133.00	\$ 127.00	Y
d) Family Pass (max 5) (1/2 season starting August 1st)	\$ 67.00	\$ 63.50	Y
Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes)			
a) Parent & Tot	\$ 66.00	\$ 65.50	N
b) Preschool	\$ 66.00	\$ 65.50	N
c) Rookie/Ranger/Star	\$ 70.00	\$ 69.00	N
d) Swimmer (Swimmer 1-2: 30 min. class)	\$ 66.50	\$ 66.00	N
e) Swimmer (Swimmer 3-6: 45 min. class)	\$ 68.50	\$ 68.00	N
f) Swimmer H40 ratio 1:4	\$ 89.00	\$ 88.00	N
g) Bronze Star	\$ 81.86	\$ 81.42	Y
h) Bronze Medallion	\$ 176.99	\$ 176.99	Y
i) Bronze Cross	\$ 107.96	\$ 106.19	Y
j) Swim Teams	\$ 200.00	\$ 200.00	N
k) NLS Lifeguard	\$ 265.49	\$ 262.83	Y
l) Semi-Private Swim Lessons (3 persons, each pay)	\$ 8.85	\$ 8.41	Y
m)Semi-Private Swim Lessons (2 persons, each pay)	\$ 12.39	\$ 11.95	Y
n) Private Swim Lessons	\$ 23.89	\$ 23.01	Y

o) Adult Swim Lessons	\$ 61.06	\$ 61.06	Y
Day Camp			
a) Weekly Rate (5 days)	\$ 130.00	\$ 126.00	N
b) Holiday Week Rate (4 days)	\$ 115.00	\$ 112.00	N
c) Daily Rate	\$ 35.00	\$ 32.00	N
d) 1/2 Day Rate	\$ 20.00	\$ 20.00	N
e) Field Trip	\$ 13.00	\$ 12.00	N

**TOWN OF TECUMSEH**

**AMENDMENT NO. 14**

**TO THE SANDWICH SOUTH OFFICIAL PLAN**

(Del Duca Industrial Park Ltd., CON 8, W PT LOT 11, Plan12R-4966, Parts 1 & 3)

September, 2016

Prepared by  
Town of Tecumseh Planning and Building Services Department  
(519) 735-2184

**TOWN OF TECUMSEH**  
**AMENDMENT NO. 14 TO THE SANDWICH SOUTH OFFICIAL PLAN**

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**TOWN OF TECUMSEH**  
AMENDMENT NO. 14 TO THE SANDWICH SOUTH OFFICIAL PLAN

I, Laura Moy, Clerk of the Town of Tecumseh, certify that this is a/the original/duplicate original/certified copy of Amendment No. 14 to the Sandwich South Official Plan.

---

Laura Moy, Clerk

This Amendment No. 14 to the Sandwich South Official Plan, which has been adopted by the Council for the Corporation of the Town of Tecumseh, is hereby approved in accordance with Section 21 of the *Planning Act*, R.S.O. 1990 as Amendment No. 14 to the Sandwich South Official Plan.

\_\_\_\_\_  
DATE

TOWN OF TECUMSEH  
BY-LAW NUMBER **2016-66**

NOW THEREFORE the Council of the Corporation of the Town of Tecumseh in accordance with the provisions of Section 21 of the *Planning Act, R.S.O. 1990* hereby enacts as follows:

- 1. Amendment No. 14 to the Sandwich South Official Plan, consisting of the attached explanatory text and map schedule, is hereby adopted;
- 2. That the Clerk is hereby authorized and directed to make application to the County of Essex for approval of Amendment No. 14 to the Sandwich South Official Plan;
- 3. This By-law shall come into force and take effect on the day of the final passing thereof.

**Enacted and passed this 13<sup>th</sup> day of September, 2016.**

Signed \_\_\_\_\_  
CLERK

Signed \_\_\_\_\_  
MAYOR

CORPORATE SEAL  
OF MUNICIPALITY

Certified that the above is a true copy of By-law No. **2016-66** passed by the Council of the Town of Tecumseh on the **13<sup>th</sup> day of September, 2016.**

Signed \_\_\_\_\_  
CLERK

## THE CONSTITUTIONAL STATEMENT

PART A - THE PREAMBLE does not constitute part of this amendment.

PART B - THE AMENDMENT, consisting of the following explanatory text and map schedule, constitutes Amendment No. 14 to the Sandwich South Official Plan.

Also attached is PART C - THE APPENDICES which does not constitute part of this amendment. These appendices contain the planning analysis and public involvement associated with this amendment.

OFFICIAL PLAN AMENDMENT NO. 14

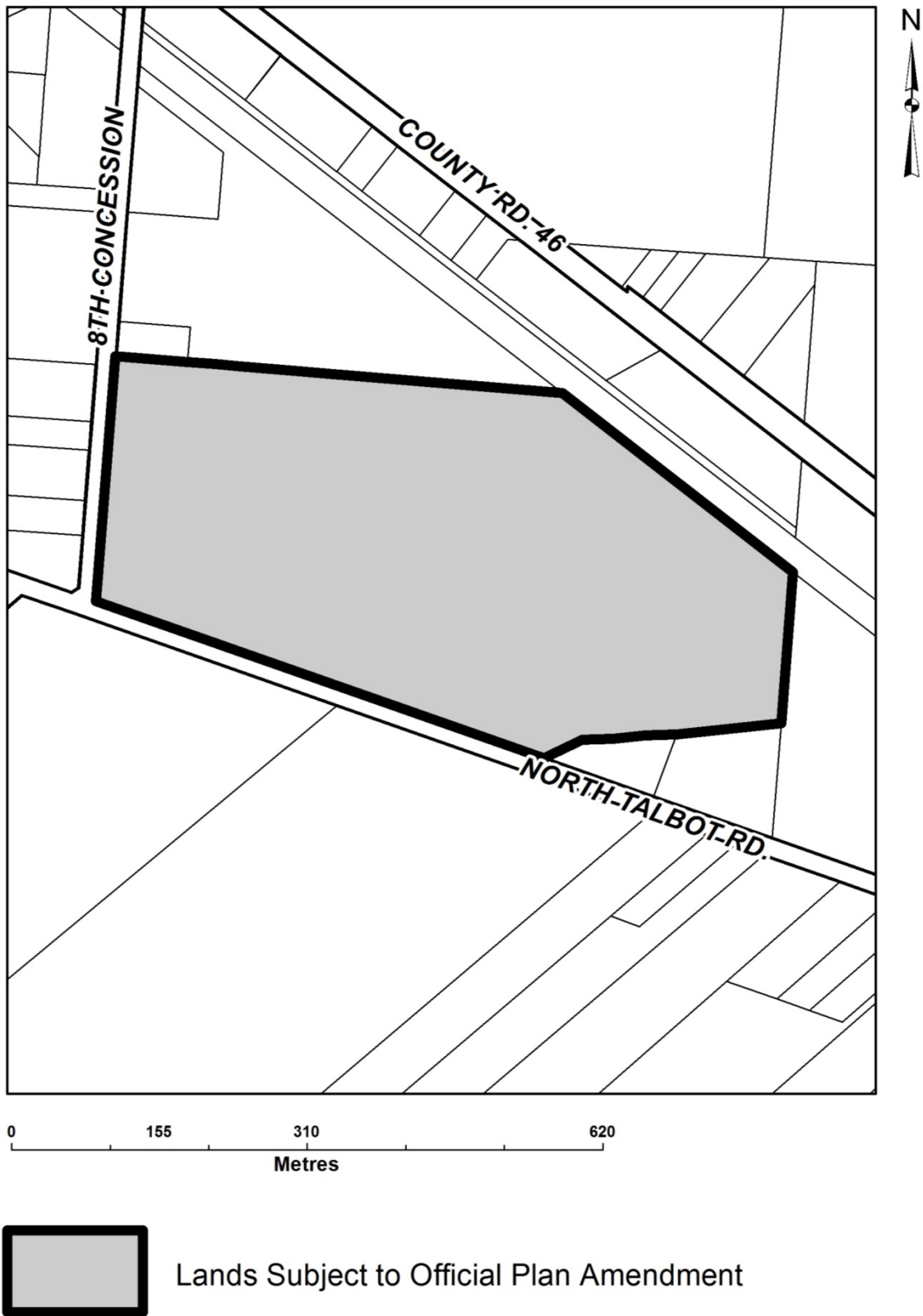
PART A - THE PREAMBLE

Purpose and Basis of the Amendment

The purpose of the proposed Official Plan amendment is to change the land use designation pertaining to a 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8<sup>th</sup> Concession/North Talbot Road intersection (see Map One for location) from “Hamlet Development” to “Business Park”. The proposed redesignation facilitates the development of the lands for an industrial subdivision/business park.

The planning and land use analysis for the change being made as part of OPA No. 14 is described in the documents referred to in the Planning Analysis section of the amendment.

MAP ONE - LOCATION OF SUBJECT PROPERTY  
OFFICIAL PLAN AMENDMENT NO. 14  
CON 8, W PT LOT 11  
PLAN 12R-4966, PARTS 1 & 3  
TOWN OF TECUMSEH



PART B THE AMENDMENT

Details of the Amendment

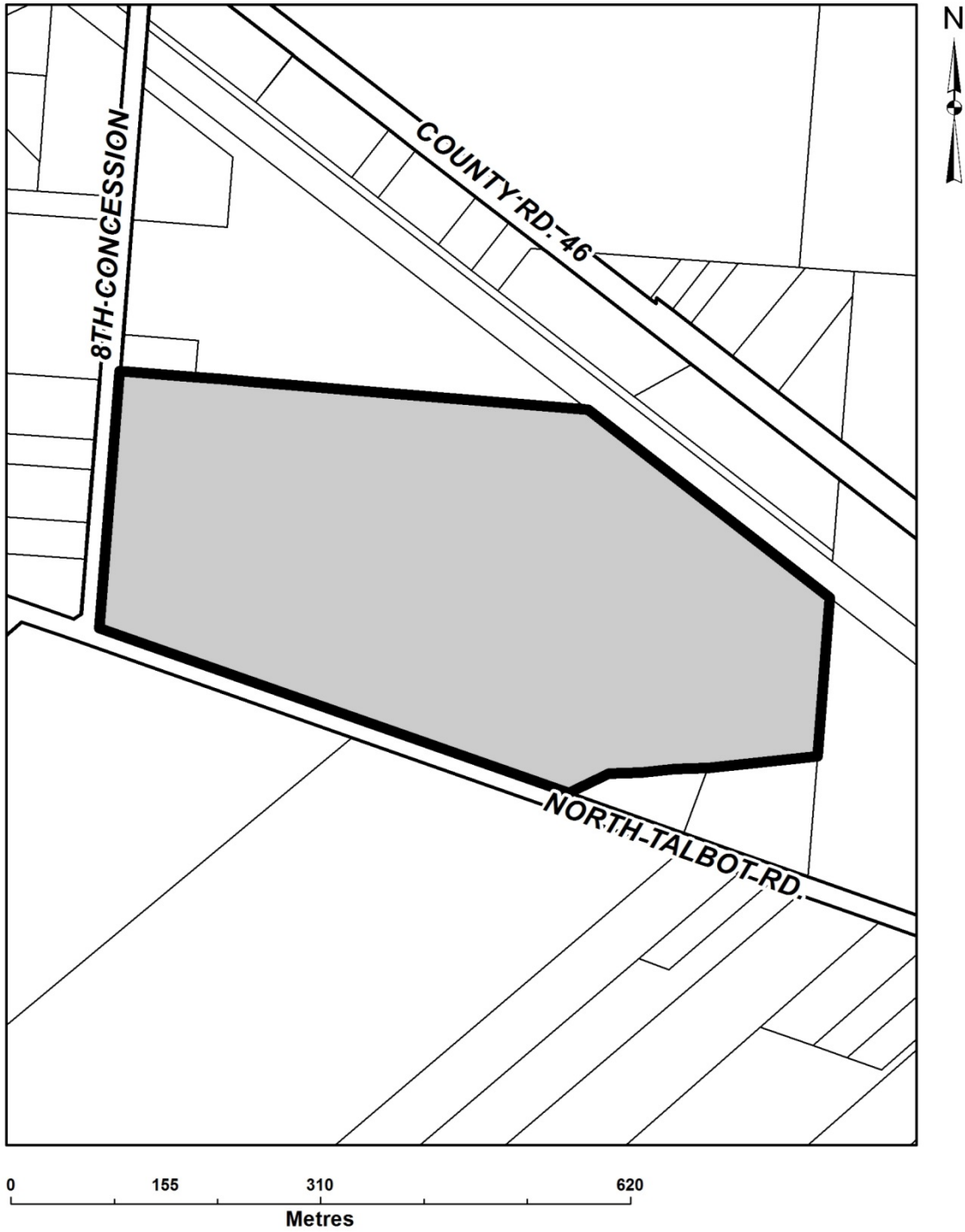
The Sandwich South Official Plan, as amended, is hereby further amended as follows:

1. Schedule “A-2”, Township of Sandwich South Official Plan, Oldcastle Hamlet & Baseline Road Hamlet Urban Area Land Use Plan, is hereby amended by changing the land use designation for those lands as depicted on Schedule “A” attached hereto from “Hamlet Development” to "Business Park".

Implementation of the Amendment

This official plan amendment will be implemented through a corresponding zoning by-law amendment, being completed concurrently, which will place the lands in a “Holding Industrial Zone (H)M1” in order to permit the proposed uses, along with the future execution of a development agreement and site plan control approvals.

SCHEDULE "A"  
OFFICIAL PLAN AMENDMENT NO. 14  
CON 8, W PT LOT 11  
PLAN 12R-4966, PARTS 1 & 3  
TOWN OF TECUMSEH



Change from "Hamlet Development" to "Business Park"

## PART C THE APPENDICES

### Appendix 1 - Planning and Land Use Analysis

The planning and land use analysis in support of this Official Plan Amendment is contained within the following attached documents:

- Planning and Building Services Report No. 18/16 dated July 6, 2016
- Planning and Building Services Report No. 26/16 dated September 6, 2016

### Appendix 2 - Public Participation

The minutes of the public meeting held on Tuesday, August 9, 2016 are attached for information purposes.

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-67

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South. (Del Duca Industrial Park Ltd., CON 8, W PT LOT 11, Plan12R-4966, Parts 1 & 3)

**WHEREAS** By-law No. 85-18 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Township of Sandwich South;

**AND WHEREAS** the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 85-18;

**AND WHEREAS** this By-law conforms to the Sandwich South Official Plan in effect for the Town of Tecumseh for lands in the former Township of Sandwich South, as amended by Official Plan Amendment No. 14;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. **THAT** Schedule "A", Map 7, to By-law 85-18, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Agricultural Zone (A)" to "Holding Industrial Zone (H)M1".;
2. **THAT** this By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the Planning Act, R.S.O. 1990.

**READ** a first, second, third time and finally passed this 13<sup>th</sup> day of September, 2016.

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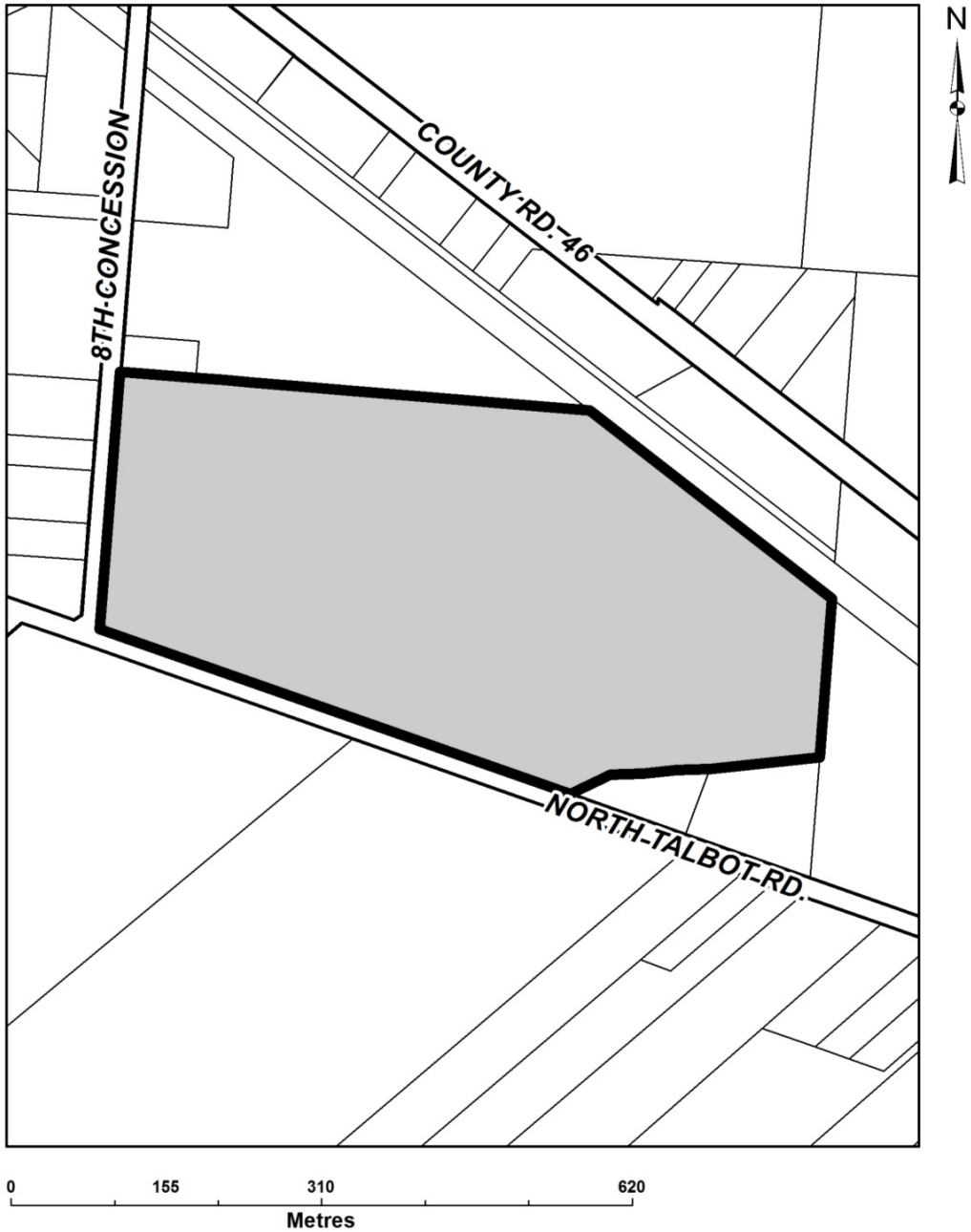
Gary McNamara, Mayor


SEAL

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Laura Moy, Clerk

SCHEDULE "A"  
CON 8, W PT LOT 11  
PLAN 12R-4966, PARTS 1 & 3  
TOWN OF TECUMSEH



 Change from "A" to "(H)M1"

This is Schedule "A" to By-law No. 2016-67.  
Passed the 13 th day of September, 2016

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2016-68

Being a by-law to designate as a site plan control area part of the area covered by the Official Plan for lands in the former Township of Sandwich South. (Affecting Lands on the North-East Corner of the 8th Concession/North Talbot Road Intersection)

**WHEREAS** authority is granted under Section 41 of the Planning Act, R.S.O. 1990, and amendments thereto, to the Council of the Corporation of the Town of Tecumseh to pass this By-law;

**NOW THEREFORE** the Council of The Corporation of the Town of Tecumseh enacts as follows:

- 1. **THAT** the 21.6 hectare (53.4 acre) parcel of land situated at the north-east corner of the 8<sup>th</sup> Concession/North Talbot Road intersection, and as more particularly depicted on Schedule “A” attached hereto and forming part of this by-law, which by Zoning By-law No. 85-18, as amended by By-law No. 2016-67, is within the “Holding Industrial Zone (H)M1”, is hereby designated as a site plan control area pursuant to Section 41 of the *Planning Act, R.S.O. 1990*, and amendments thereto;
- 2. **THAT** this By-law shall come into force and take on the date of final passing thereof.

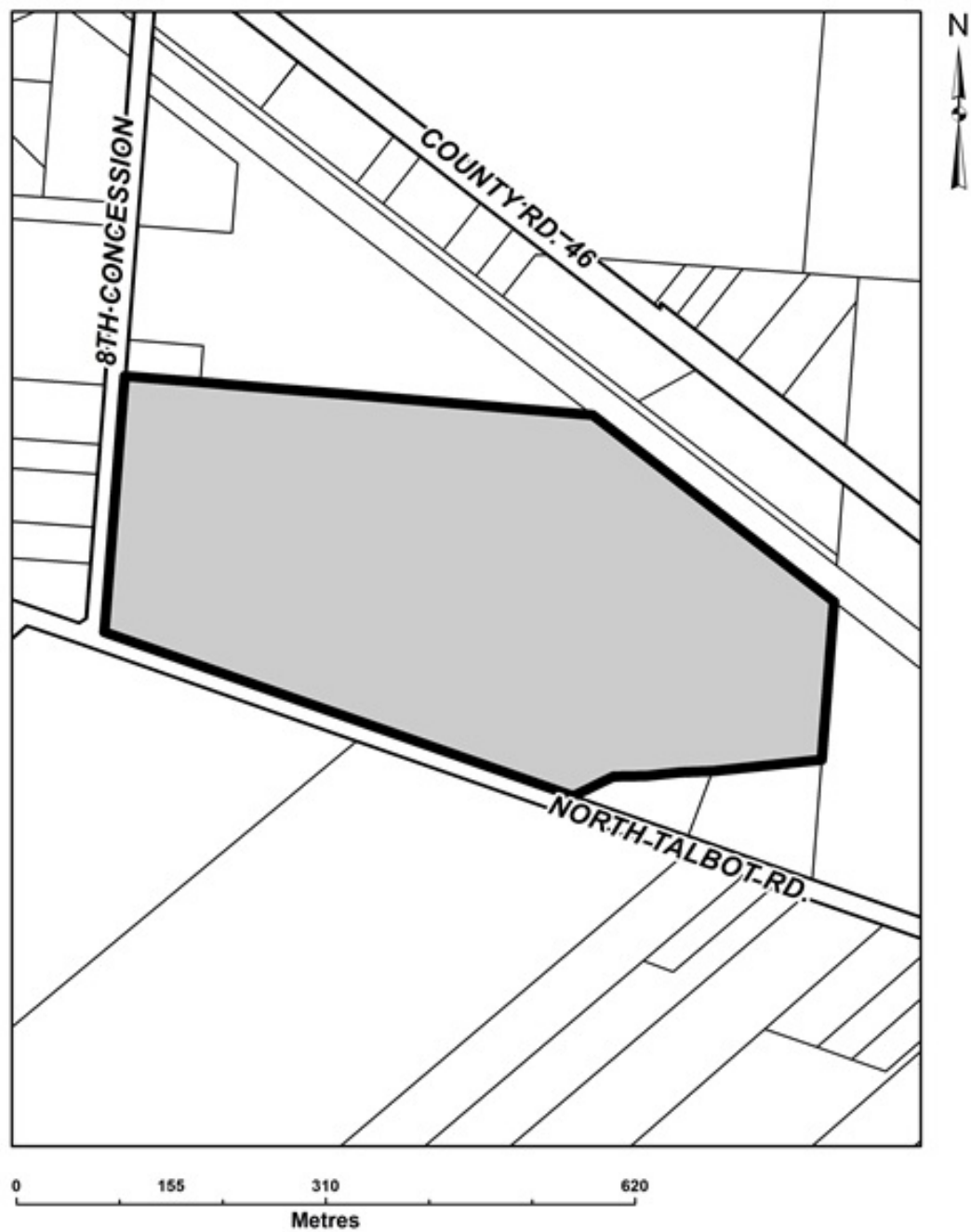
**Read** a first, second and third time, and finally passed this 13<sup>th</sup> day of September, 2016.


Gary McNamara, Mayor

SEAL

Laura Moy, Clerk

SCHEDULE "A"  
CON 8, W PT LOT 11  
PLAN 12R-4966, PARTS 1 & 3  
TOWN OF TECUMSEH



 Lands Subject to Site Plan Control

This is Schedule "A" to By-law No. 2016-68.  
Passed the 13 th day of September, 2016

Signed

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk

**UNFINISHED REGULAR COUNCIL BUSINESS**

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
18/14	Oct 14, 2014 PCM		Sea Containers	Report on the use of Sea Containers for consideration of a broader by-law.	Planning	
20/14	Dec 9, 2014		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements.	PWES/ Clerks	In progress

Meeting Date: September 13, 2016

## 2017 BUSINESS PLAN & BUDGET

Tecumseh Council will begin **preliminary discussions on the 2017 Business Plan and Budget** at their next regular meeting scheduled to be held on **Tuesday, September 13, 2016, at 7:00 pm** in the Council Chambers at the Tecumseh Town Hall. Residents and property owners are invited to attend the meeting to observe the discussions.

The presentation to be given at the September 13 Council Meeting will be posted on the Town's website for viewing the day of the meeting. The public is encouraged to ask questions or provide comments on the 2017 Budget through the Town's website, social media or to provide written correspondence during the period of September 13 to September 30, 2016. An on-line budget survey will be available on the Town's website during this timeframe. Alternatively, a printed budget survey can be picked up at Town Hall.

The **Draft 2017 Budget** will be received by Tecumseh Council at their regular meeting to be held on **Tuesday, November 8, 2016**.

**Deliberation and review** of the Draft 2017 Budget will take place by Tecumseh Council on the following dates:

**Thursday, November 17, 2016, commencing at 5:00 p.m.**  
**Thursday, November 24, 2016, commencing at 4:00 p.m. [tentatively]**

The Draft 2017 Budget will be available on the Town's website on November 8, 2016. Questions or inquiries on the Draft 2017 Budget can be directed to the following at 519-735-2184:

Luc Gagnon, Director Financial Services & Treasurer, Ext 119

[lgagnon@tecumseh.ca](mailto:lgagnon@tecumseh.ca); or

Tom Kitsos, Deputy Treasurer & Tax Collector, Ext 125

[tkitsos@tecumseh.ca](mailto:tkitsos@tecumseh.ca)

**Approval** of the 2017 Budget is scheduled to be considered by Tecumseh Council at their regular meeting to be held on **Tuesday, December 13, 2016**.

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

Laura Moy, Director Corporate Services & Clerk, Ext 116

[lmoy@tecumseh.ca](mailto:lmoy@tecumseh.ca); or

Tatiana Dafoe, Deputy Clerk, Ext 143

[tdafoe@tecumseh.ca](mailto:tdafoe@tecumseh.ca)

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-69

Being a by-law to confirm the proceedings of the  
**September 13, 2016** regular meeting of the Council  
of The Corporation of the Town of Tecumseh

**WHEREAS** pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

**WHEREAS** pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this Session be confirmed and adopted by by-law.

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

1. **THAT** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the **September 13, 2016**, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said **September 13, 2016**, 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 13<sup>th</sup> day of September, 2016.

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Gary McNamara, Mayor

“SEAL”

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Laura Moy, Clerk