

Regular Council Agenda AGENDA

Tuesday, May 22, 2018, 7:00 pm
Tecumseh Town Hall
www.tecumseh.ca

Pages

1. Order	
2. Moment of Silence	
3. National Anthem	
4. Roll Call	
5. Disclosure of Pecuniary Interest	
6. Minutes	
a. Regular Council Meeting - May 8, 2018	4 - 10
b. Public Council Meeting - April 24, 2018	11 - 18
7. Supplementary Agenda Adoption	
8. Delegations	
a. Gloria McKibbin, The Royal Canadian Legion Col. Paul Poisson Branch 261 - Ladies Auxiliary Re: The Legion's Ladies Auxiliary will be celebrating their 80 th Anniversary on May 11, 2018; and Gloria McKibbin has been named Legionnaire of the Year.	
b. Tracy Pringle, Municipal Property Assessment Corporation (MPAC) Re: 2017 Assessment Report	19 - 45
9. Communications - For Information	
a. Township of Selwyn - dated April 30, 2018 Re: Hockey Season Re-Alignment	46 - 47
b. Town of Lakeshore Notice of Public Meeting - dated May 3, 2018 Re: Purpose of Proposed Amendment 36, 38, 40 and 42 E. Pike Creek Road	48 - 49
c. Minister of Infrastructure - dated May 4, 2018 Re: Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure	50 - 51
d. Letter from Canada Post - dated May 8, 2018 Re: Municipal Identifier	52 - 52
e. Town of Oakville - dated May 11, 2018 Re: CN Intermodal Update	53 - 55

10. Communications - Action Required

- a. Association of Municipalities of Ontario (AMO) - dated April 23, 2018 56 - 63
RE: 2018-2020 AMO Board of Directors-Call for Nominations
That the nomination of Mayor Gary McNamara for the vacant position on the AMO Board of Directors, be supported.
- b. The Town of Tecumseh Business Improvement Area - dated May 16, 2018 64 - 65
Re: Night Market
That the Town of Tecumseh Business Improvement Area **be granted** an exemption from the Town's Noise By-law No. 2002-07 as amended, on Friday, June 22nd at Green Valley Plaza from 5:00 to 10:00 pm; and on Friday, July 20th at the Tecumseh Towne Centre Plaza from 5:00 to 10:00 pm; to host the Night Market;
And that OPP **be informed** of this exemption from Noise By-law.

11. Committee Minutes

12. Reports

- a. Corporate Services & Clerk
1. CS-2018-06 Records Retention By-law 66 - 106
- b. Planning & Building Services
1. PBS-2018-17 CIP Grant Funding, 12214 Tecumseh Rd., Building Permit Fee Grant 107 - 116
2. PBS-2018-18 CIP Grant Funding, 1071 Lesperance Road 117 - 129
- c. Public Works & Environmental Services
1. PWES-2018-14 Bike Lanes on Lesperance Road 130 - 134
2. PWES-2018-16 2018 Asphalt Tender Award 135 - 138

13. By-Laws

- a. By-Law 2018-38 139 - 141
Being a by-law to amend By-law No. 2003-58, being a by-law to prohibit parking on private property without the consent of the owner or occupant and to provide for the towing away of motor vehicles thereon
- b. By-Law 2018-39 142 - 143
Being a by-law to adopt a new Records Retention By-law; and to establish a new classification and retention schedule for corporate records for the Corporation of the Town of Tecumseh, and to repeal by-law no. 2003-62
- c. By-Law 2018-40 144 - 146
Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach

d.	By-Law 2018-41	147 - 171
	Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)	
e.	By-Law 2018-42	172 - 196
	Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)	
14.	Unfinished Business	
a.	Unfinished Business Listing	197 - 198
	May 22, 2018	
15.	New Business	
16.	Motions	
a.	In-Camera Meeting	
b.	Confirmatory By-law	199 - 199
	That By-Law 2018-43 being a by-law to confirm the proceedings of the Tuesday, May 22, 2018, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading	
17.	Notices of Motion	
18.	Next Meeting	
	Tuesday, June 26, 2018	
	7:00 pm Regular Meeting of Council	
19.	Adjournment	

Minutes of a Regular Meeting of
The Council of the Town of Tecumseh

Tecumseh Council meets in regular public session on Tuesday, May 8, 2018, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 pm.

1. Order

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

2. Moment of Silence

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

3. National Anthem

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

4. Roll Call

Present:

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

Absent:

Councillor	Tania Jobin
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Also Present:

Chief Administrative Officer	Tony Haddad
Director Corporate Services & Clerk	Laura Moy
Director Parks & Recreation Services	Paul Anthony
Director Information & Communication Services	Shaun Fuerth
Director Financial Services & Treasurer	Luc Gagnon
Director Fire Services & Fire Chief	Doug Pitre
Deputy Clerk & Manager Legislative Services	Jennifer Alexander
Public Works & Environmental Services	Phil Bartnik
Manager Planning Services	Chad Jeffery
Deputy Treasurer & Tax Collector	Tom Kitsos
Manager Recreation Programs & Events	Kerri Rice

5. Disclosure of Pecuniary Interest

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

6. Minutes**a. Regular Council Meeting - April 24, 2018****Motion: RCM - 146/18**

Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

That the minutes of the April 24, 2018 Regular Meeting of Council, as were duplicated and delivered to the members, are adopted.

Carried

7. Supplementary Agenda Adoption**Motion: RCM - 147/18**

Moved by Councillor Rita Ossington
Seconded by Councillor Bill Altenhof

That the supplementary agenda item be accepted.

Carried

8. Delegations**a. Festival and Events Ontario Recognition**

Council extends congratulation to Tony Corona, 2017 Corn Festival Committee Member, for his recognition by Festival Events Ontario and the Corn Festival Committee for his contribution to the community.

Mr. Corona thanks the Deputy Mayor for encouraging him to become involved in the Corn Festival.

b. St. Clair College Men's Baseball 2017 National Championship

Council recognizes the St. Clair College Men's Baseball Team for their 2017 National Championship.

c. Essex Powerlines Corporation Updates and Youth Engagement Cheque Presentation

Joe Barile, General Manager of Essex Powerlines Corporation, provides a PowerPoint presentation on the company's annual updates and future initiatives.

Motion: RCM - 148/18

Moved by Councillor Bill Altenhof
Seconded by Councillor Andrew Dowie

That Report No. PRS-2018-07, Essex Power Youth in Community Fund, be moved forward for discussion.

Carried

PRS-2018-07, Essex Power Youth In Community Fund

Motion: RCM - 148/18

Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington

That Report No. PRS-2018-07, regarding the Essex Power Youth in Community Fund, be received for information.

Carried

9. Communications - For Information

- a. Town of LaSalle Notice of Public Meeting, dated April 23, 2018
Re: New Official Plan
- b. Ministry of Agriculture, Food, and Rural Affairs, dated May 1, 2018
Re: 2018 Premier's Award for Agri-Food Innovation Excellence
It is suggested that Bonduelle be nominated for the Premier's Award on Agri-Food Excellence.
- c. Ministry of Agriculture, Food and Rural Affairs dated May 3, 2018
Re: Ontario Community Infrastructure Fund Top-up Component – Important Information

Motion: RCM - 148/18

Moved by Councillor Bill Altenhof
Seconded by Councillor Rita Ossington

That Communications - For Information A through C as listed on the Tuesday, May 8, 2018 Regular Council Agenda are received.

Carried

10. Communications - Action Required

- a. **Essex Power Corporation dated May 2, 2018**

Re: Water and Sanitary In-House Billing

A member requests a concise report providing a full cost analysis of implementation versus status quo including financial impacts on technology.

Motion: RCM - 150/18

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That Report No. FS-2018-04 Water and Sanitary In-House Billing April 24, 2018 be deferred to the June 26, 2018 Regular Meeting of Council.

Carried

11. Committee Minutes**a. Joint Health and Safety Advisory Committee - April 24, 2018****Motion: RCM - 151/18**

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Andrew Dowie

That the April 24, 2018 minutes of the Joint Health and Safety Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

b. Senior Advisory Committee - April 26, 2018**Motion: RCM - 152/18**

Moved by Councillor Rita Ossington
Seconded by Councillor Andrew Dowie

That the April 26, 2018 minutes of the Senior Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

c. Youth Advisory Committee - April 16, 2018**Motion: RCM - 153/18**

Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

That the April 16, 2018 minutes of the Youth Advisory Committee, as was duplicated and delivered to the Members of Council, are accepted.

Carried

12. Reports**a. Corporate Services & Clerk****1. CS-2018-01, 2017 Open and Closed Council Meetings****Motion: RCM - 154/18**

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Andrew Dowie

That Report No. CS-2018-01 with respect to Open and Closed Council Meetings held in 2017 be received for information.

Carried

1. CS-2018-10 Restricted Acts of Council after Nomination Day - Lame Duck Provisions

Motion: RCM - 155/18

Moved by Councillor Rita Ossington
Seconded by Councillor Brian Houston

That the acts stated in Section 273(3)(a)(b) and (c) of the *Municipal Act, 2001 S.O. 2001 c.25 (Municipal Act, 2001)* be delegated jointly to the Chief Administrative Office and the Director Corporate Services & Clerk; and the acts stated in subsection (d) be delegated jointly to the Chief Administrative Officer and Director Financial Services & Treasurer;

And That By-law No. 2018-36 being a by-law to delegate certain authorities during the period which Council may be restricted from certain acts, as set out in Section 275 of the *Municipal Act, 2001*, be adopted.

Carried

3. CS-2018-07 Request for Noise By-Law Exemption - Beach Grove Golf and Country Club

Motion: RCM - 156/18

Moved by Councillor Bill Altenhof
Seconded by Deputy Mayor Joe Bachetti

That Beach Grove Golf and Country Club, located at 14134 Riverside Drive, be granted an exemption from the Town's Noise By-law No. 2002-07, as amended, on Friday, July 27, 2018, and Friday, August 31, 2018, to permit music entertainment until 11:30 pm;

And that the area residents and OPP be informed of this exemption from the Noise By-law;

And further that concerns and/or complaints respecting the emission of sound, resulting from the entertainment, are to be monitored.

Carried

b. Financial Services

1. FS-2018-04 Water Sanitary In-House Billing

This report is deferred to the June 26, 2018 Regular Meeting of Council as indicated in the motion for Communication - For Action item 10a - Essex Power Corporation dated May 2, 2018.

2. FS-2018-06 2018 Asset Management Plan

Motion: RCM - 157/18

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That the 2018 Asset Management Plan, as presented before Council at the Regular Council Meeting of April 10, 2018, be adopted.

Carried

d. Planning & Building Services

1. PBS-2018-16, CIP Grant Funding, 12350 Tecumseh Road

Motion: RCM - 158/18

Moved by Councillor Bill Altenhof
Seconded by Deputy Mayor Joe Bachetti

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 12350 Tecumseh Road (Roll No. 374415000004300), be approved and deemed eligible for the following Financial Incentive(s) in accordance with Section 11.3 (5):

Mural/Public Art Grant Program, for a total amount of \$1,000.00 towards the construction costs associated with the historical display proposed by the Tecumseh Historical Society;

All of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and PBS-2018-16.

Carried

13. By-Laws**Motion: RCM - 159/18**

Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti

That By-law No. 2018-36 being a by-law to delegate certain authorities during a "Lame Duck" Council Period,

Be given first, second, third and final readings.

Carried

14. Unfinished Business - May 8, 2018

The Members receive the Unfinished Business listing for May 8, 2018.

15. New Business**Tecumseh Road**

A Member is receiving inquiries regarding the road works on Tecumseh Road near the location of a proposed residential development. It is requested that an informational notice be shared with the public that can educate residents on the purpose of this work.

Speed monitoring in this area during the construction is suggested to be inaccurate due to the flagging that was being undertaken for the construction works.

Michael C Rhorer Walk

Members are reminded of the Michael C. Roy walk on May 19, 2018.

Soiree Coffee House

Members are reminded of the Soiree Coffee House taking place on Friday, May 11, 2018 in partnership with l'Essor.

Tree Carving

The Director Planning & Building Services provides an update on the tree carving at Lakewood Park which was completed today and displays photos of the project from start to finish. The carving incorporate Cadillac and LaSalle, as well as the Town's logo.

16. Motions**a. In-Camera Meeting****b. Confirmatory By-law -2018-37****Motion: RCM - 160/18**

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That By-Law 2018-37 being a by-law to confirm the proceedings of the Tuesday, May 8, 2018, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

17. Notices of Motion

No Notice of Motions are presented to Council.

18. Next Meeting

The next Regular Council meeting will be held at 7:00 pm on Tuesday, May 22, 2018.

A closed meeting of Council will be held at 6:00 pm on Tuesday, May 22, 2018.

19. Adjournment**Motion: RCM - 161/18**

Moved by Councillor Bill Altenhof

Seconded by Deputy Mayor Joe Bachetti

That there being no further business, the Tuesday, May 8, 2018 meeting of Regular Council now adjourn at 8:18 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, April 24, 2018, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 5:00 pm.

1. Call to Order

The Mayor calls the meeting to order at 5:08pm.

2. Roll Call

Present:

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

Also Present:

Chief Administrative Officer	Tony Haddad
Director Corporate Services & Clerk	Laura Moy
Director Planning & Building Services	Brian Hillman
Director Public Works & Environmental Services	Daniel Piescic
Director Fire Services & Fire Chief	Doug Pitre
Deputy Clerk & Manager Legislative Services	Jennifer Alexander
Manager Public Works & Environmental Services	Phil Bartnik
Manager Strategic Initiatives	Lesley Racicot

3. Disclosure of Pecuniary Interest

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

4. Introduction and Purpose of Meeting

Applications for Official Plan and Zoning By-law amendments have been filed with the Town of Tecumseh for a 1.74 hectare (4.29 acre) parcel of land located on the north side of Tecumseh Road, at its intersection with Dorset Park. The subject property is currently designated "Institutional" in the St. Clair Beach Official Plan. The purpose of the proposed Official Plan amendment is to re-designate the subject property to a "Medium Density Residential" designation with a site-specific policy that would allow for the construction of a residential subdivision consisting of a maximum of 22 townhouse units and one, four-storey apartment building containing a maximum of 55 units. The proposed residential development would front a new municipal road that would extend northerly from Tecumseh Road for a length of approximately 105 metres. The apartment is proposed to be located on the northerly portion of the subject property.

The purpose of the associated Zoning By-law amendment is to change the zoning pertaining to the subject property from "Institutional Zone (I)" to site-specific "Residential Type Three Zones (R3)". The proposed site specific R3 zones would permit the proposed residential uses and establish site-specific zone provisions, such as minimum yard depths and maximum density and height.

5. Delegations

The Director Planning & Building Services summarizes the Planning and Building Services Report PBS-2018-11 D19 ROSTEC Rosati Development, North Side Tecumseh Road. He advises the Members on the application requirements and the documentation supplied to the Town including: a Planning Justification Report by Dillon Consulting, which supports the planning rationale for this development; a Traffic Impact Study by Dillon Consulting, which outlines the impacts this development would have on the municipal road network once completed; and a Functional Servicing Report, also conducted by Dillon Consulting, which addresses the capacity of water and wastewater flows and stormwater facilities from this development. All documentation has been reviewed by Administration.

The Director Public Works & Environmental Services confirms that the proposed development will not negatively affect the Town's storm water, water, and sanitary water systems and the facilities are adequate to support this development.

This development supports the Provincial Policy Statement (PPS) for encouraging intensification for infill opportunities and promoting healthy lifestyles and that the aging population have different housing needs.

It is noted that Council will not be making a decision this evening. They will be hearing from the Applicant, Rosati Construction Inc., and the public on this application.

Rosati Construction

Kathryn Hengel, Rosati Construction, introduces Nick and Tony Rosati, as well as Melanie Muir with Dillon Consulting and Kyle Edmonds, Engineer.

Ms. Hengel explains the purchase of the property through the Diocese of London and Windsor Essex Catholic District School Board, which started in March 2015 and concluded in February 2018. During the three-year process, multiple meetings were held with Town Administration to identify any issues regarding development of the property and how the current proposed development evolved.

The applicant held a Public Information Centre in October 2017 for area residents to hear their comments on the proposal and future housing needs. The applicant heard resident issues regarding storm water and increased traffic volumes. Notices were hand delivered to residents directly adjacent to the proposed development last week, inviting them to visit the Rosati office to view the pictures on display in the Council Chambers. The condominium development has no windows on the end units to provide area residents with privacy and the balconies will be inset so that views are somewhat obstructed to see into area residents' yards. Sidewalks are shown on both sides of the street, which allows access into Green Acres Optimist Park. This is an evolution of the original development proposed, which contemplated 3 apartment buildings on the property, and will allow persons access to an alternative home style.

Melanie Muir discusses planning, policy statements and traffic studies. She reviews the PPS, County of Essex Official Plan (OP) and St. Clair Beach Official Plan and Zoning By-law. The proposed development is consistent with the PPS and County of Essex OP.

The Mayor invites the residents present in the gallery to address Council by first stating their name and address for the record.

Guy Dorion, 427 Arlington Boulevard.

Mr. Dorion thanks Rosati for the invite to review the revised plan. He noted that he is not naïve to think the property will not be developed. His concern is the four-storey condominium building and the impact to area residents. He also expressed concerns regarding stormwater infiltration given the changing weather conditions. He has experienced the sewer surcharge. Traffic is also a concern and he is not convinced that the traffic predicted in the Traffic Study to be

'minimum' traffic. There is more traffic than ever before in this area and adding this development will increase the traffic volume. He asks for Council consideration to swap out the four-storey condominium for luxury town homes to be more palatable to the neighbourhood.

Mary Breen, 287 Edgewater Boulevard

They have lived in this home for 46 years and love every minute. She urges council to think over the proposed condominium, as it is not a bed of roses. She has owned a seniors residence condominium in Florida and sold it. There is going to be a flux of people moving in and out of this rental condominium. She feels the Town is not in need of a four-storey building. She is opposed to this development.

Jennifer Ammoscato, 354 Burlington Road

She lives a few streets away from the proposed development and understands this property is not going to stay green space. She can see nice townhomes in the area but not a four-storey condominium. Her current home had two feet of water in her basement this year, and her neighbour had sewer problems resulting in his driveway being torn-up. In addition, a development of this size will affect the sanitary sewers. The proposal is not in keeping with the character of the area. You can quote statistics, plans and meters between x and y but this proposal is not acceptable in this area.

Jeff Booths, 563 Harborne Crescent

Supports development of the site and supporting the tax base. He is concerned with the traffic impacts. It is currently difficult to turn from his area onto Tecumseh Road. Cars do not stop at Tecumseh/Arlington intersection. Adding another entrance onto Tecumseh Road will affect the area and potential accidents.

Nancy Jobagy, 457 Arlington Boulevard

She lives 267 feet away from the entrance of the proposed apartment building. She objects to this development. She is a long time resident of St. Clair Beach. This development is taking away greenspace - one of the greatest representations of the community. She hears the hill is to be removed which is a focal point of the area. Flooding in the area is a concern. She has ducks and swans in her yard, but does not have a pool. There is concern that she will experience more flooding due to the proposed development. An aging community does not want to travel up four storeys. Prefers townhomes over apartment building.

Heather Mullins, 13806 St. Gregory's Road

She is a mother of three and has lived at this residence for the last five years. She noted that she will be able to see the apartment from her front yard. She is opposed to the complex and has a number of concerns. The scale of the development does not fit aesthetically. Other area developments are more practical and compatible. She is also not in support of people overlooking a school yard. Children walk to D.M. Eagle School. She also expressed concerns regarding traffic. She does not allow children to play in her front yard. She has experienced flooding too. She expressed hope that residents' concerns are taken into Council's consideration.

Mark Dupuis, 556 Harborne Crescent

He does not want to get in the way of development but recommends getting rid of the four storey high rise. He has experienced flooding in 2016 and 2017. He expressed concerns about adding homes unless residents could get a guarantee that they will not experience further flooding. He has lost many family heirlooms as a result of the flooding. He inquires on what will be happening with the school. The Mayor explains the church will be removed and the resulting land area will form part of the school yard playground.

Denis Calwin, 502 Dorset Park

He has lived there since 2004. He remembers the floods in 2010 and August 2016 as he is an insurance agent. Coverage is restricted in the area. Overland coverage is not available due to the flooding.

Katie Kurac, 11910 Cobblestone Crescent

Flooding is not improving any time soon. She has children attending St. Andrew's School. She would like to get a sense of how close the development is to the school. Ms. Kurac was advised that there is a proposed fence 25 feet away from the apartment building. The proposed fence will be 6-feet in height and constructed board-on-board. She noted that parents are concerned with the close proximity of the apartment building to the school and that there was not enough green space for the children. With the school growing to add Grade 8, there will be even less space for children to play. She inquires on how soon construction will start. The Mayor explains that a start date is not known. She also expressed concerns for children playing outside during construction and the pollution in the air. Mayor McNamara advises construction must comply with the Ministry of the Environment and Town standards.

Giselle Baillargeon, 609 Dresden Place

Ms. Baillargeon advised that she had sent a letter to Councillor Altenhof listing all of her concerns. She had concerns regarding the proximity of the apartment to the school and balconies looking over the school. She states that children will try to jump over the fence to get to Tecumseh Road and home sooner. If this development is approved, she had concerns what will happen in other potential areas such as D.M. Eagle School. She also stated that the first indication she had of tonight's meeting was through Councillor Dowie sharing information on his Facebook site.

Lisa Fraser, 13754 Tecumseh Road.

Ms. Fraser expressed concern for green space for the children of all ages. She is a retired teacher. St. Andre's School is predicted to grow with student enrollment to grade 8. This area is a family community that is committed to green space. She understand there needs to be some development but is very concerned about traffic levels. She has to back into her driveway in order to exit her property. There is a lot of traffic on Tecumseh Road already and this development will further affect volumes.

Jody Shepley, 535 Harborne Crescent

Ms. Shepley moved to the area in June and chose this neighbourhood because of the current landscape. She is concerned on the impact of this development entrance from Tecumseh Road. Currently, she cannot exit Dorset due to traffic and speeding. She asked if 40 km signage can be introduced and noted that the traffic at this intersection is horrendous.

Alana Fryer, 556 Collier Crescent

Ms. Fryer advised that her mother lives in Vancouver in a seniors' only high-rise. She feels that Rosati can do better if you go ahead with this development. Seniors do not want to get out of a parking lot carrying groceries up to an apartment. She suggested that there be underground parking like the Manning Road apartments. From the energy in the room, she can feel no one wants the apartment building. She asked if the apartment building will be a seniors only building. She criticized the layout of the site regarding sidewalks and roads. She noted that this is the second proposal on this development and looked forward to seeing improvements in the third proposal. Council should consider a by-law only allowing 55 and older residents in the apartment development similar to what they have in Vancouver. She noted that she was personally against the condo high rise for this area but if it is going to happen it must be more accessible.

Peter Siren, 539 Harborne Crescent

Mr. Siren noted that his backyard abuts Tecumseh Road. His residential property was the scene of a traffic accident four years ago, where a woman in a vehicle drove into his backyard pool. Traffic on Tecumseh Road is horrible and he no longer uses his backyard. Traffic is dangerous for pedestrians. In the Lesperance/Tecumseh development, Council decided to give Town land for a dedicated right hand turn. This proposed development is very loose and does not consider the impact of traffic once this is developed and occupied. A watchdog is not there for site plan control.

Guy Dorion, 427 Arlington Boulevard

Mr. Dorion asks Council to explain the new appeal process with planning applications and the potential costs.

The Mayor responds indicating that the appeal format has slightly changed. Any development must meet municipal Official Plan, the County Official Plan and Provincial Policy Statement. If the application meets all three documents, then the discretion is left to the municipality to decide in giving more autonomy to the municipal sector. The appeal process is overseen by a separate provincial body that gives access to the public to planners and engineers, without cost. There is a specific criteria to be met with meeting the intent of the municipality, upper tier governments and province policies. The old regime took a long time.

The Director Planning & Building Services explains in general terms the recent change from the former Ontario Municipal Board to the Local Planning Appeal Tribunal. He reasserted that the Planning Act establishes that a resident must ask the municipality for a copy of the decision which will explain the appeal process. This requirement is also contained in the Notice of Public Meeting. The Local Planning Appeal Tribunal will consist of prior OMB members. He noted that the point to be made tonight is that there are appeal rights available.

Chris Dewolf, 397 Arlington Boulevard

Mr. Dewolf requests a copy of the Traffic Study. The Director Planning and Building Services comments that the Traffic Study is available at Town Hall for review. Mr. Dewolf does not agree with the findings of the study. Mayor McNamara commented that Professional Engineers prepared the results in the Traffic Study.

Mayor McNamara noted that everyone who signed the sign-in sheet will receive information regarding this development.

In response to an inquiry, the Mayor explains that Council can decide upon the proposed development based on recommendations from Administration. The application must meet the intent of the Town and County Official Plan and Provincial Policy Statement. There will be no decision made tonight, as the purpose of this Public Meeting is for Council to have an opportunity to hear from residents and their concerns about this application.

Graham Bell, 117 David Crescent

Mr. Bell questioned if there was a way for the Town to send out a questionnaire on whether residents are in support of or opposed to the four-storey condominium development?

The Mayor comments that the Town can do a better job in communicating with residents. Nothing precludes residents from writing the Town and providing their comments.

Garnet Fenn, 13740 Tecumseh Road

Mr. Fenn advised that he is very opposed to the four-storey apartment. He questioned if Council could orchestrate a Town Hall meeting with the residents. There has been some other properties solicited around this development for water basin type uses that were not disclosed in this application. The Mayor

informs the resident that this is a public meeting of Council and he is not aware of any solicitation of properties.

The Director Public Works & Environmental Services indicated this is one of the options explored for storm water storage. The Town is not actively pursuing this option. The Town will be fully disclosing this information. Mr. Fenn is concerned that he will experience more flooding.

Ann Hann, 237 Arlington Boulevard

Ms. Hann stated that a meeting on an issue this important should not be held at 5:00 pm when people could still be at work. She noted that she has been flooded twice in two years at this residence. When the ditch water level reaches to the top, she experiences flooding. Plumbers have come out to inspect the backwater valve, and found nothing wrong with it – there was just nowhere for the sewer water to go. The Town is proposing this development but there is no solution for the present flooding problem. There is a problem with insurance coverage and flooding in this area. She stated that she was told that that Beach Grove was dumping water onto Brighton Road and that this was caught on video.

Director Public Works & Environmental Services advises that storm water from this development will not be in the same system and will not impact residences. If her backwater valve and sump pump are working, then she should not have flooded. The Town can inspect Ms. Hann's property.

Discussion took place on the video taping allegation of Beach Grove during the last flood where residents stated Beach Grove was pumping water into the sanitary system on Brighton Road. The Town did hear these reports and inspected the sanitary manholes and noted that they had not been moved. Beach Grove was issued a stern warning regarding drainage, and was advised that any pumping of water must occur way after the passage of a storm and is not allowed onto the road.

Thomas Breen, 287 Edgewater Boulevard

Mr. Breen asked how many people will be in the overall development and how many in apartments and townhomes? He noted that if the Town is considering another development, this will increase traffic. There will be more people passing through Tecumseh roads. E.C. Row Expressway is now wider and vehicle access has been doubled. He questions if Tecumseh is prepared to have extra vehicles on its roads.

John Jobagy, 457 Arlington Boulevard

Mr. Jobagy questioned that a police officer should be situated at Arlington and Tecumseh Roads during school hours to reduce the speed in this area. The Chief Administrative Officer advises that this matter has been brought to the attention of the Ontario Provincial Police. The reports indicate that traffic in the area is local. The Town has requested data on speeds on these roads.

In response to a query by a Member, the Director Planning & Building Services advises that current use is classified as "Institutional" which would allow uses such as a churches, schools, daycare centres, police and fire stations and government buildings, etc.

A member encourages everyone to work together to make the development happen. This meeting has provided an opportunity for proponents and council to take the comments shared tonight into consideration and make improvements to this development. The Town has received many calls and emails in opposition to the proposed developed.

A member requests clarification on the sale of the property, which was ultimately a three-way swap between the school, church and Rosati. They questioned if the School Board was knowledgeable of the property being developed for residential purposes. Ms. Hegel indicated that the London Dioceses arranged the land deal and had meetings with the school board about the property; and acknowledges

that the school board had full knowledge that Rosati was going to develop the property for residential purposes.

A member notes that there is no senior rental properties for residents in this area. There needs to be a variety of spaces available or people will move out of the area.

Council thanks the residents for sharing their concerns and Rosati for their presentation.

In response to a further comment, the Mayor advises the hill at the Green Acres Park is not being removed to provide a reservoir for this development. It is on Town lands and under the Town's control.

6. Communications - for Information

- a. Notice of Public Meeting
Re: Official Plan and Zoning By-law amendments for a parcel of land located on the north side of Tecumseh Road, at its intersection with Dorset Park
- b. Resident Letter from Garnet and Mary Ellen Fenn, dated April 16, 2018
Re: 13765 Tecumseh Road East Development
- c. Resident Letter from Lissa Bourgoin-Fraser and Wayne Fraser, dated April 16, 2018
Re: Proposed residential development
- d. Resident Letter from Nancy and Al Jobagy, dated April 19, 2018
Re: 13765 Tecumseh Road East Development
- e. Resident Letter from Rizieri and Ivana Campagna, dated April 19, 2018
Re: Development behind St. Andre School
- f. Resident Email from Nancy Lauzon, dated April 20, 2018
Re: Town home and condo apartment development on the property known as St. Gregory property on Tecumseh Road East
- g. Resident Email from Heather and Leigh Mullins, dated April 23, 2018
Re: 13765 Tecumseh Road East Development
- h. Resident Email from Catherine Gow, dated April 23, 2018
Re: Proposed Rosati Development at St. Gregory Church Site
- i. Resident Letter from Sarah Somers and Mike Delaroche, dated April 24, 2018
Re: Opposition to the rezoning and development of land on Tecumseh Road behind St. Andre's School
- j. Resident Email from Fiona and Paul Bryden, dated April 24, 2018
Re: Proposed change of use D19 ROSTEC
- k. Resident Email from James Dunning, dated April 24, 2018
Re: St. Gregory Church Land
- l. Resident Email from Susan Kennedy, dated April 24, 2018
Re: Housing Development
- m. Resident Email from Anne Dougall, dated April 24, 2018
Re: St. Gregory Townhouses
- n. Resident Email from Cheryl Richardson, dated April 24, 2018

Re: Apartment construction off Tecumseh Road past Manning

- o. Resident Email from Don Langlois, dated April 24, 2018

Re: St. Gregory Site Condominium Project

Motion: PCM - 20/18

Moved By Councillor Rita Ossington
Seconded By Deputy Mayor Joe Bachetti

That Communications - For Information A through O as listed on the Tuesday, April 24, 2018 Public Council Meeting Agenda are received.

Carried

7. Reports

- a. PBS-2018-11 D19 ROSTEC, Rosati Development, North Side of Tecumseh Rd

Motion: PCM - 21/18

Moved By Councillor Andrew Dowie
Seconded By Councillor Brian Houston

That report PBS-2018-11 D18 ROSTEC, North Side of Tecumseh Road, be received.

Carried

The Mayor reminds the audience to sign the Sign-In sheet before leaving. This will provide the Town a way to notify residents of any future meetings regarding this development.

8. Adjournment

Motion: PCM - 22/18

Moved By Councillor Tania Jobin
Seconded By Councillor Bill Altenhof

That there being no further business, the Tuesday, April 24, 2018 Public Council Meeting now adjourn at 7:19 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Delivering on our Commitment

Tracy Pringle, Account Manager
Municipal and Stakeholder Relations

Town of Tecumseh
May 22, 2018

Agenda

- MPAC Overview
- 2017 Year-End Assessment Report for the 2018 Tax Year
- Upcoming in 2018
 - Service Level Agreement
 - The New Municipal Experience

Ontario's Assessment System



The Municipal Property Assessment Corporation determines Current Value Assessments and classifications for all properties in Ontario.



The Provincial Government passes legislation, sets assessment policies and determines education tax rates. The Province also operates an independent assessment appeal tribunal – the Assessment Review Board (ARB).



The Ontario Property Taxpayer



Municipalities determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.* These services may include:



Police and fire protection



Roads, sidewalks and public transit

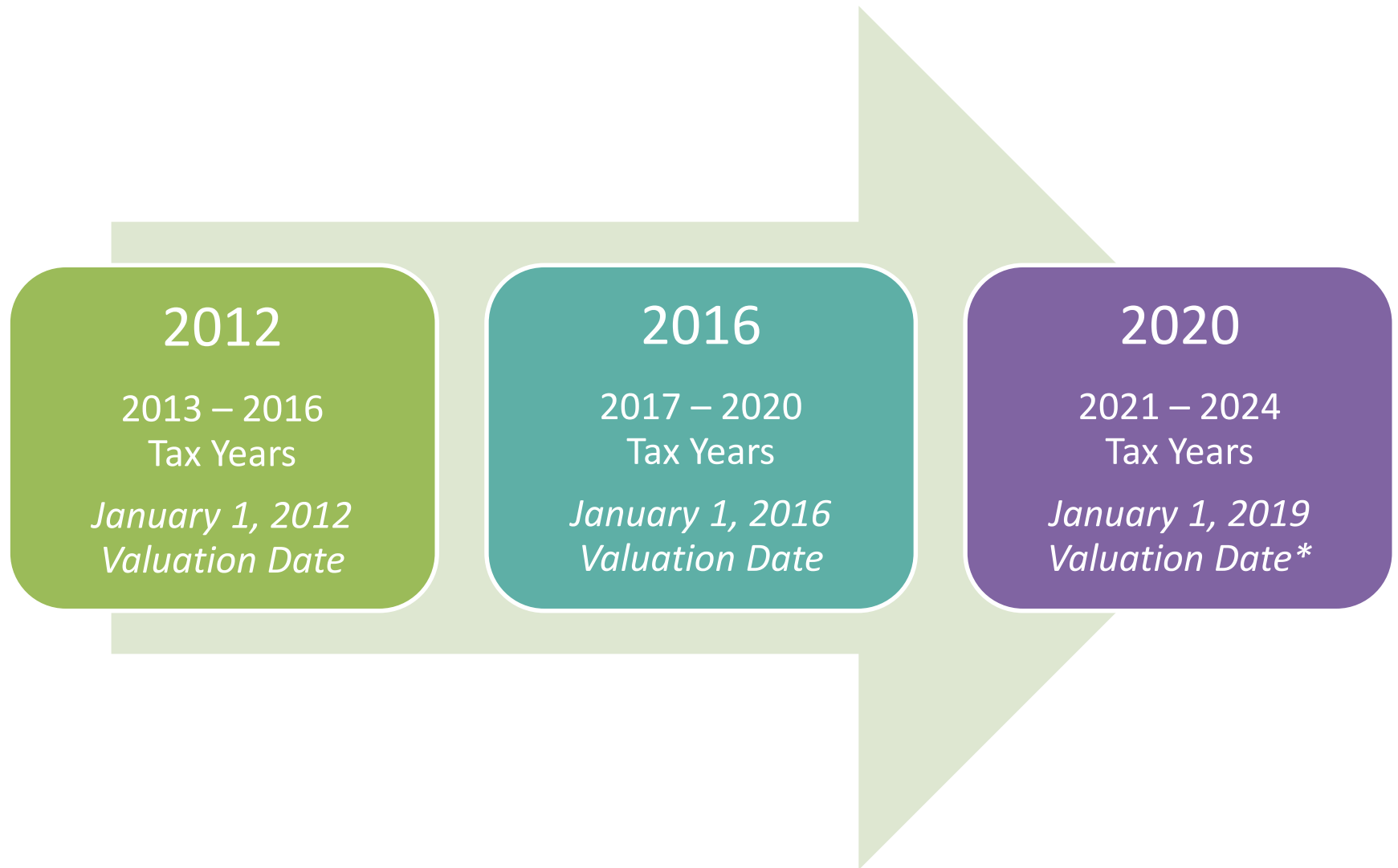


Waste management



Parks and leisure facilities

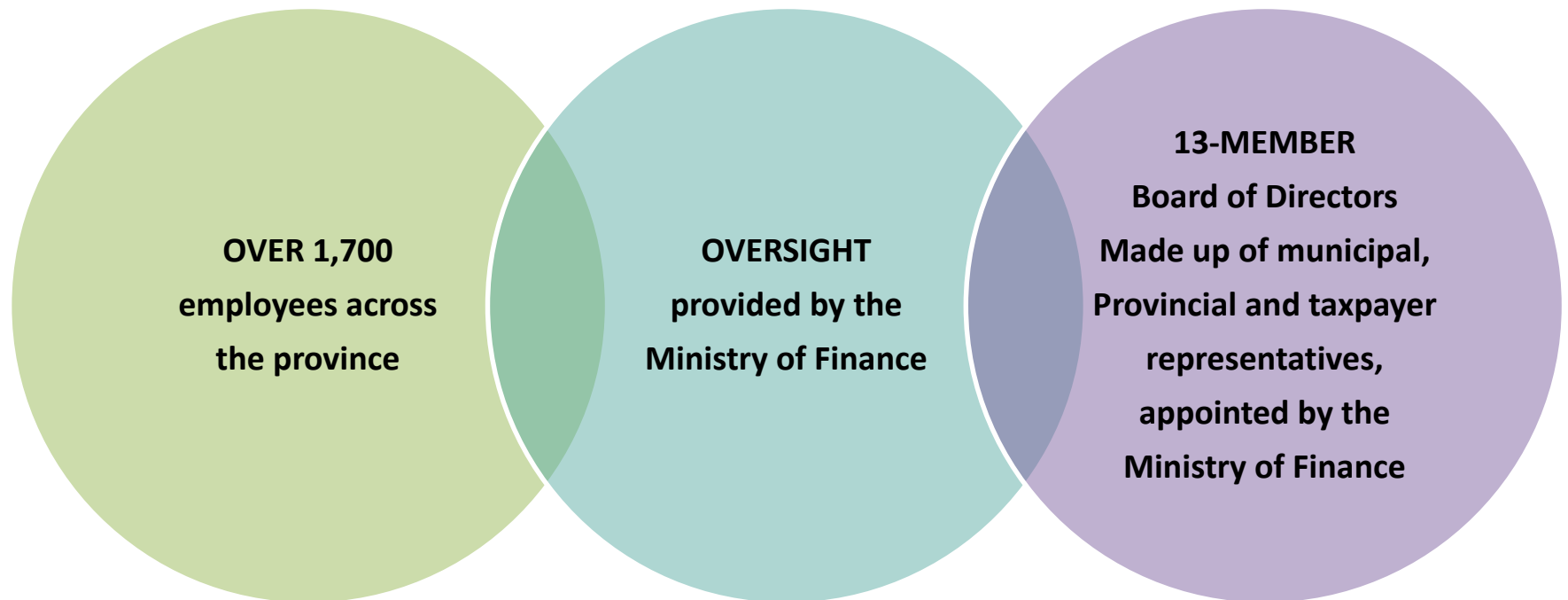
Ontario's Assessment Cycle



Our Role

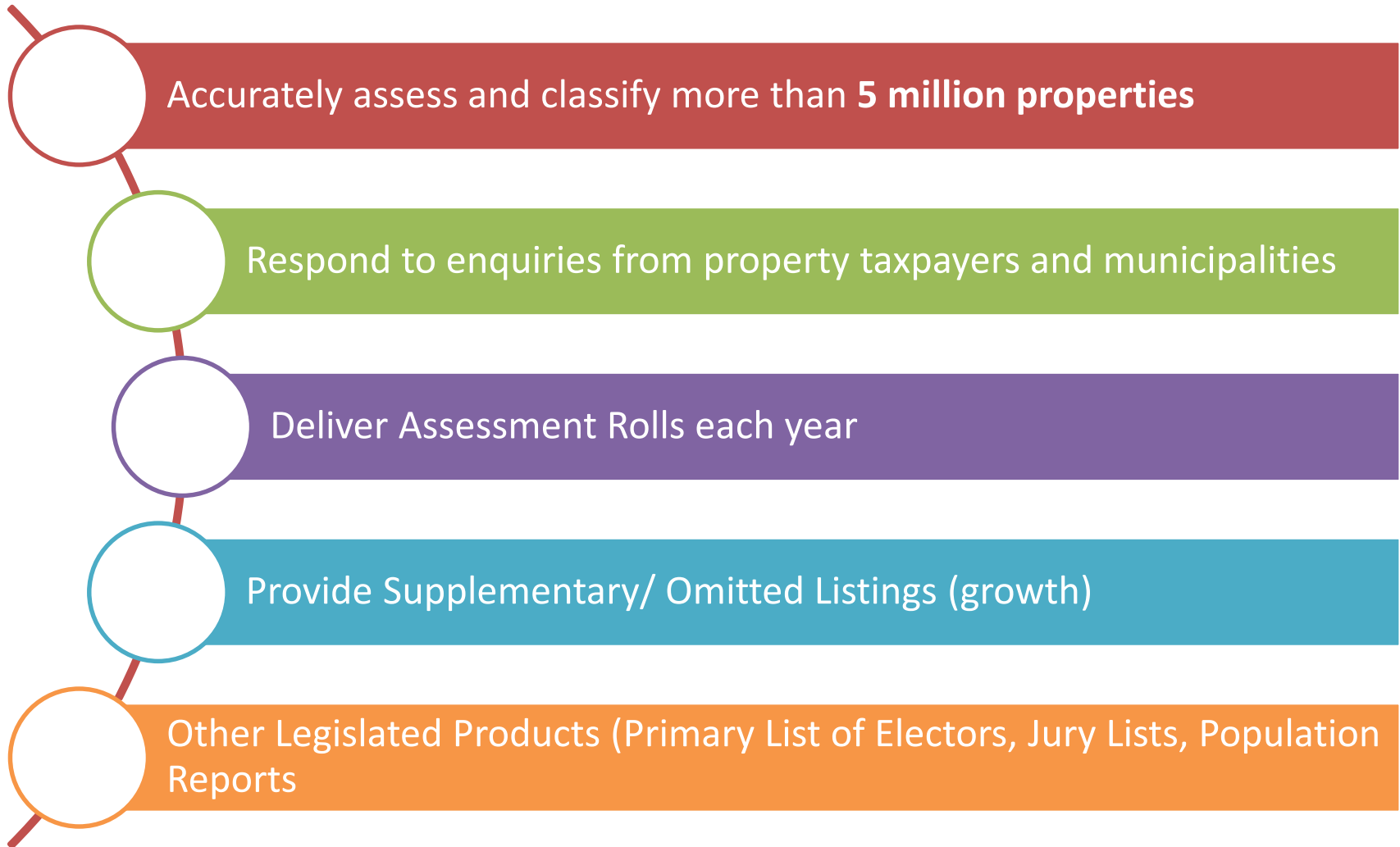
THE MUNICIPAL PROPERTY ASSESSMENT CORPORATION (MPAC)

is an independent, not-for-profit corporation funded by Ontario's municipalities



MPAC is responsible for **assessing** and **classifying** all properties in Ontario in compliance with the *Assessment Act* and related regulations set by the Ontario Government.

Our Role



Our Role

2017 YEAR IN REVIEW

ASSESSMENT ROLL

The total number of properties contained in the 2017 Assessment Roll returns to Ontario municipalities was 5,235,024 – an increase of 63,468 from 2016.



Our Commitment

2017-2020 STRATEGIC PLAN

MPAC'S 2017-2020 STRATEGIC PLAN was approved by MPAC's Board of Directors in summer of 2017. The plan outlines five strategic outcomes that build on the success of the 2016 Assessment Update and the transformative change the organization made over the last four years.

The plan also reflects feedback from property owners, municipal partners, industry groups and employees.

5

STRATEGIC OUTCOMES

Our goal is clear—ensure the continued delivery of property assessment excellence to all Ontarians.

THE 2017-2020
STRATEGIC PLAN WILL
HELP US GET THERE.

1 INVEST
IN OUR
PEOPLE

2 FOCUS ON
OUR CORE
BUSINESS AND
OPERATIONS

3 BUILD OUR
CUSTOMER AND
STAKEHOLDER
RELATIONSHIPS

4 DELIVER
QUALITY,
TRACEABLE
ASSESSMENTS

5 EXPAND
BUSINESS
DEVELOPMENT

2017 Year-End Assessment Report

2017 Year-End Assessment Report for the 2018 Tax Year



View MPAC's
latest webinar
– Retail Sector
Update

Ongoing Review of Key Property Sectors

As part of our ongoing work to maintain Ontario Assessment Rolls, MPAC regularly conducts reviews of properties – both individually and at the sector level. MPAC analyzes information and data that is collected through ongoing meetings with municipal stakeholders, property owners and representatives to discuss reviews and appeals, as well as other developments. Proactively, MPAC also evaluates changing market conditions and economic trends to determine if any potential valuation impacts exist. MPAC completes regular reviews of our property inventory to ensure assessments are up to date and reflective of each properties' current state. In keeping with our legislative mandate, Reviews of this nature are part of our standard operation. Canada's retail environment is a prime example of one property sector experiencing change as a result of an evolving economic landscape. Some of the challenges facing Ontario and the rest of North America include:

- The closure of major banner retailers
- The entry of new, high-end international retailers into the Canadian marketplace
- Changing shopping patterns of Canadian consumers
- Increased use of online shopping
- A substantial number of appeals filed by owners/operators impacting assessment bases across the province

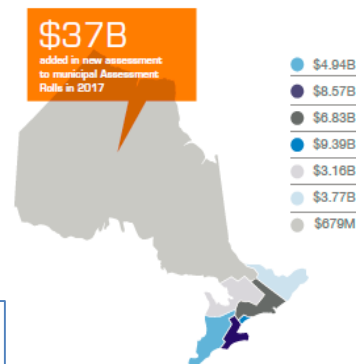
As a result of changes in the market, the value of big box stores, logistics sector properties, and shopping centres has been affected, which in turn must be reflected in assessed values established by MPAC. In some cases, properties have experienced increases in their assessed values, while in other cases values have decreased. Many of these property types have experienced a change in their assessed value on the Roll returned for 2018 taxation.

Looking Ahead

MPAC appreciates the impact that changes to the retail sector, and other sectors may have on municipalities across the province and, as a result, we continue to work to provide regular updates to all our stakeholders and respond to questions and concerns.

Our valuation experts continue to monitor the Ontario marketplace and review changes that are announced including the recent closure of Sears in October 2017. Similar to Target's departure from the Canadian market, this change may have a significant impact on assessments. MPAC is undertaking a future analysis of this development over the next few months and our Municipal and Stakeholder Relations team will be engaging with municipalities throughout this process.

Going forward, through the implementation of our Service Level Agreement for 2018 and beyond, MPAC has committed to delivering preliminary and quarterly forecasting reports to municipalities predicting new assessment growth, which will increase our ability to ensure Roll predictability.



Requests for Reconsideration and Appeals

Another important in-cycle activity is to respond to and process assessment changes, which are primarily the result of Requests for Reconsideration (RFR) and Assessment Review Board (ARB) appeals. This information is reflected through in-cycle maintenance as part of our commitment to maintain and deliver accurate Assessment Rolls.

From January 1 to November 30, 2017, MPAC completed a total of 70,162 RFRs. This reflects 46,093 residential, 7,218 farm and 16,007 business properties, representing less than 1.5% of Ontario's properties.

Data Quality Reviews

Having accurate and timely data is a critical part of the assessment process. As part of our quality management practices, our valuation experts complete regular data validations and quality control process checks throughout the year. These validations performed alongside a series of robust quality assurance measures allows for the successful production of Assessment Rolls to municipalities. For example, quality checks are completed to ensure any potential errors within the Year-End Tax File, such as inaccurate addresses, invalid/incompatible characters and school support rounding issues, are identified and resolved prior to releasing the Year-End Tax File.

Our valuation experts carefully review assessments and property classification changes on a routine basis to make certain information is both current and accurate. This level of scrutiny provides confidence that the information in our assessment database is reliable and permits our assessors to respond to any in-cycle changes to valuation or other property changes in an efficient manner.

In addition, MPAC utilizes information, including building permits, vacancy applications, tax applications, etc., that we receive from our municipal stakeholders, in an effort to ensure the accuracy and quality of every Assessment Roll delivered.

Assessment Growth

Understanding the importance of new assessment growth as a key source of revenue for municipalities, MPAC strives to deliver value to stakeholders through timely reporting of new assessment forecasts and capturing new assessment growth. This practice is consistent with the key principle of fairness in taxation for all property owners and taxing authorities. MPAC regularly receives and processes information from a number of sources, including building permits, and we have streamlined our processes so that growth is captured in a timely manner.

In 2017, MPAC delivered more than **\$37 billion in taxable assessment growth** to municipalities across the province and have processed more than **85% of this growth within one year of occupancy**.

At the end of the third quarter (as of September 30, 2017), MPAC had processed:

- 34,000 building permits
- 113 subdivision plans
- \$2 billion in condominium growth
- 4,000 tax applications
- 2,000 Vacant Unit Rebate applications

Assessment Change Summary

APPENDIX 1 Assessment Change Summary by Property Class Town of Tecumseh

The following chart provides a comparison of the total assessment for the 2016 base years, as well as a comparison of the assessment change for 2017 and 2018 property tax year by property class.

Property Class/Realty Tax Class	2016 Full CVA	2017 Phased-in CVA	2018 Phased-in CVA	Percent Change 2017 to 2018
R Residential	2,446,728,700	2,186,485,542	2,273,233,318	4.0%
M Multi-Residential	22,085,800	19,813,075	20,570,650	3.8%
C Commercial	268,973,800	250,758,438	256,830,230	2.4%
S Shopping Centre	20,343,500	17,853,125	18,683,250	4.6%
D Office Building	350,400	308,243	322,295	4.6%
X Commercial (New Construction)	43,263,700	38,291,870	39,949,148	4.3%
Z Shopping Centre (New Construction)	6,759,100	6,759,100	6,759,100	0.0%
Y Office Building (New Construction)	2,968,100	2,930,023	2,942,715	0.4%
I Industrial	164,998,600	156,944,124	159,628,949	1.7%
L Large Industrial	4,881,000	4,878,000	4,879,000	0.0%
J Industrial (New Construction)	18,339,000	17,434,845	17,736,230	1.7%
K Large Industrial (New Construction)	3,684,200	2,831,941	3,116,027	10.0%
P Pipeline	14,494,000	13,450,980	13,798,654	2.6%
F Farm	113,333,600	100,176,205	104,562,007	4.4%
T Managed Forests	161,900	153,212	156,108	1.9%
(PIL) R Residential	1,197,700	1,061,200	1,106,700	4.3%
(PIL) C Commercial	3,723,600	3,323,700	3,457,000	4.0%
E Exempt	102,414,300	97,639,247	99,230,932	1.6%
TOTAL	3,238,701,000	2,921,092,870	3,026,962,313	3.6%

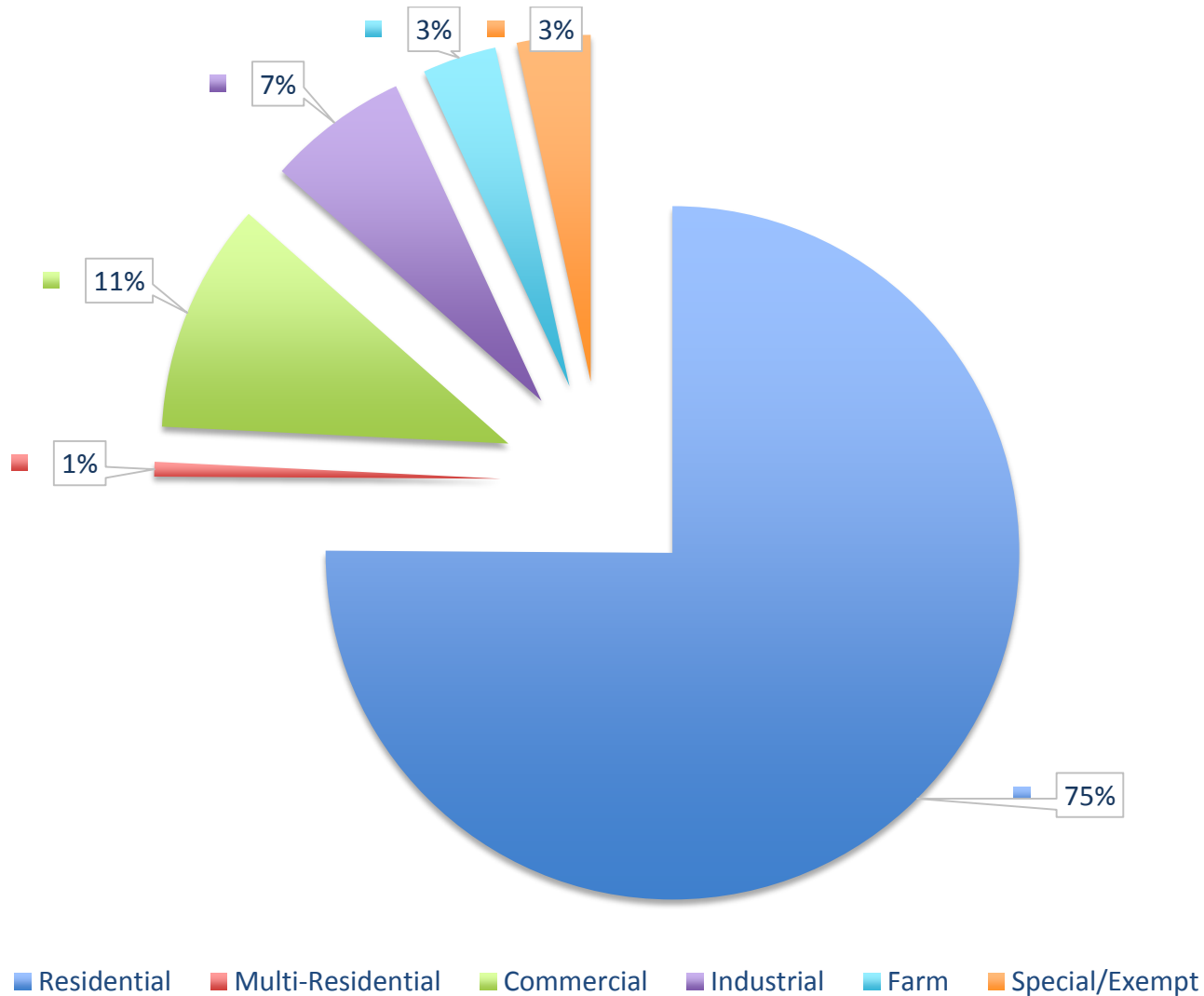
Assessment Base Distribution Summary

APPENDIX 2 Assessment Base Distribution Summary by Property Class Town of Tecumseh

The following chart provides a comparison of the distribution of the total assessment for the 2016 base year, and the 2017 and 2018 phased-in assessment which includes the percentage of the total assessment base by property class.


Property Class/Realty Tax Class	2016 Full CVA	Percentage of Total 2016 CVA	2017 Phased-in CVA	Percentage of Total 2017 CVA	2018 Phased-in CVA	Percentage of Total 2018 CVA
R Residential	2,446,728,700	75.5%	2,186,485,542	74.9%	2,273,233,318	75.1%
M Multi-Residential	22,085,800	0.7%	19,813,075	0.7%	20,570,650	0.7%
C Commercial	268,973,800	8.3%	250,758,438	8.6%	256,830,230	8.5%
S Shopping Centre	20,343,500	0.6%	17,853,125	0.6%	18,683,250	0.6%
D Office Building	350,400	0.0%	308,243	0.0%	322,295	0.0%
X Commercial (New Construction)	43,263,700	1.3%	38,291,870	1.3%	39,949,148	1.3%
Z Shopping Centre (New Construction)	6,759,100	0.2%	6,759,100	0.2%	6,759,100	0.2%
Y Office Building (New Construction)	2,968,100	0.1%	2,930,023	0.1%	2,942,715	0.1%
I Industrial	164,998,600	5.1%	156,944,124	5.4%	159,628,949	5.3%
L Large Industrial	4,881,000	0.2%	4,878,000	0.2%	4,879,000	0.2%
J Industrial (New Construction)	18,339,000	0.6%	17,434,845	0.6%	17,736,230	0.6%
K Large Industrial (New Construction)	3,684,200	0.1%	2,831,941	0.1%	3,116,027	0.1%
P Pipeline	14,494,000	0.4%	13,450,980	0.5%	13,798,654	0.5%
F Farm	113,333,600	3.5%	100,176,205	3.4%	104,562,007	3.5%
T Managed Forests	161,900	0.0%	153,212	0.0%	156,108	0.0%
(PIL) R Residential	1,197,700	0.0%	1,061,200	0.0%	1,106,700	0.0%
(PIL) C Commercial	3,723,600	0.1%	3,323,700	0.1%	3,457,000	0.1%
E Exempt	102,414,300	3.2%	97,639,247	3.3%	99,230,932	3.3%
TOTAL	3,238,701,000	100.0%	29,921,092,870	100.0%	3,026,962,313	100.0%

Assessment Base Distribution Summary



Town of Tecumseh Total CVA for 2018 - \$3,026,962,313

2017 Assessment Report – Highlights / Activities



Assessment Growth, Appeals and Requests for Reconsideration



Assist in understanding assessment trends influencing 2018 taxation decisions



Ongoing review of key property types



Provincial and zone-based market changes



Municipal level snapshots of the property class changes unique to your area

Our Promise

The Service Level Agreement (SLA) is a commitment to deliver **timely, accurate and measurable** products and services to municipalities and outlines the shared accountability required to fulfill our promise.



Key Benefits

- 14 defined service levels across three main service areas:
 - Property Assessment Roll
 - Property Assessment In-Year Maintenance
 - Relationship Management
- Sets a clear two-way accountability framework
- Municipalities can better manage their assessment base
- Leads to a more stable, transparent and predictable level of service delivery

What are the Service Levels?

Monthly

Building Permit Notifications

- ✓ Add 90% of all permit notifications within 30 days of receipt

Monthly and Yearly Post-Roll Notices

- ✓ Deliver within 30 days of each calendar month and year

Quarterly

Quarterly and Preliminary New Assessment Forecasts

- ✓ Delivered within 30 days of each quarter and calendar year

Tax Applications

- ✓ Complete and return to Municipalities at least 90% of Tax Applications within 90 days of receipt

Vacant Unit Rebate Applications

- ✓ Complete and return 100% of Vacant Unit Rebate Applications within 60 days

Municipal Inquiries

- ✓ Acknowledge and resolve municipal inquiries within specified time periods

Semi-Annually

Severance/Consolidation Information Form (SCIF)

- ✓ Deliver at least 90% within 150 days of registration

Condominium Plan Information Form (CPIF)

- ✓ Deliver at least 90% within 150 days of registration

Annually

Year-End Tax File

- ✓ Delivered annually

New Assessment Report

- ✓ Deliver within 30 days following the end of each calendar year

Supplementary and Omitted Assessments

- ✓ Process 85% within one year following the date each property becomes occupied

Post-Assessment Update

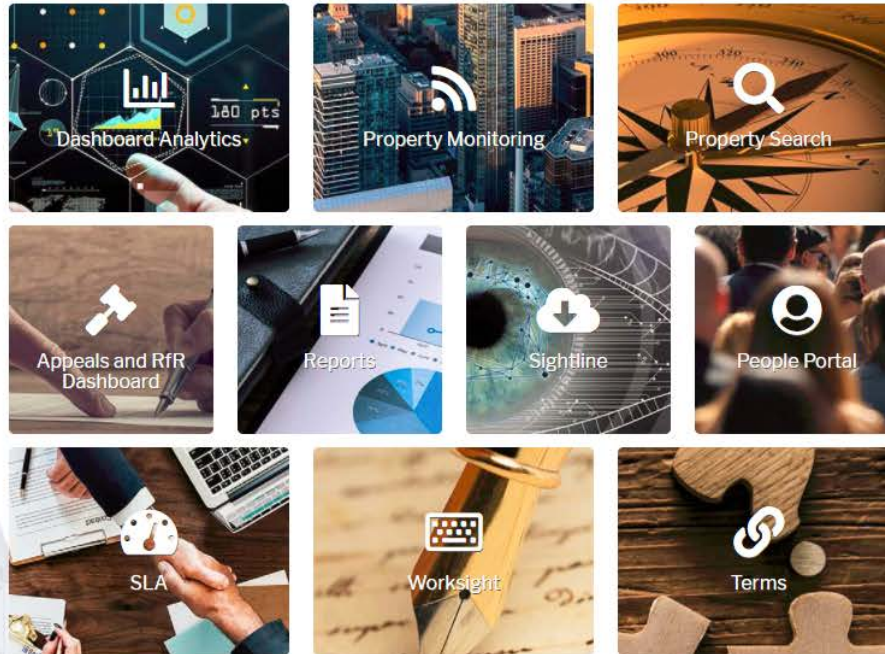
Assessment of Residential, Farm, Multi-Residential, Industrial and Commercial Properties

- ✓ Valuation Accuracy and Uniformity to be measured against the internationally recognized mass appraisal standards of the IAAO

The New Municipal Experience



Welcome to the Municipal Connect™ Experience



Thank you

If you have questions about this presentation, please email me at Tracy.Pringle@mpac.ca



Learn more at
mpac.ca
aboutmyproperty.ca

2017 Year-End Assessment Report for the 2018 Tax Year

December 2017



The Municipal Property Assessment Corporation (MPAC) is an independent, not-for-profit corporation funded by all Ontario municipalities, accountable to the Province, municipalities and property taxpayers through its 13-member Board of Directors.

MPAC's role is to assess and classify all properties in Ontario in compliance with the *Assessment Act* and regulations set by the Government of Ontario. Province-wide Assessment Updates occur every four years and assessment increases are phased-in as part of the four-year cycle.



MPAC's province-wide Assessment Updates of property values have met international standards of accuracy. With more than 1,700 employees in offices across Ontario, we are committed to delivering property assessment excellence, providing outstanding service and earning the trust of property taxpayers as well as municipal and provincial stakeholders.



Learn more at:
mpac.ca
aboutmyproperty.ca

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Ongoing Review of Key Property Sectors	6
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Introduction

Last year, as part of the 2016 Assessment Update, MPAC mailed a Property Assessment Notice to every property owner in the province, providing assessments to Ontario's more than **5 million properties** with a total assessed value of **\$2.4 trillion**.

As part of our ongoing efforts to ensure assessment accuracy and to increase Roll stability, we are pleased to provide our municipal stakeholders with a snapshot of the key activities undertaken in 2017 to support the delivery of the annual Assessment Roll for the 2018 property tax year and assist municipalities with their 2018 budget and tax planning.

In particular, this report provides an update on the areas that were of key operational focus for MPAC over the course of 2017, including:

- Property Assessment Notice Mailing
- Data Quality Reviews
- Assessment Growth
- Requests for Reconsideration and Appeals
- Ongoing Reviews of Property Sectors

Also attached to this report are two **municipal level assessment snapshots** unique to your area. The first provides the updated 2016 destination Current Value Assessment (CVA) and a comparison of the 2017 and 2018 phased-in assessments.

The second is a comparison of the distribution of the total 2017 and 2018 phased-in assessments, which includes the percentage of the total assessment base by property class.

Property Assessment Notice Mailing

This year marked the second year of MPAC's current four-year assessment cycle and, at MPAC, we take our responsibility to provide quality, traceable property assessments seriously. We know how important it is to our stakeholders that we deliver quality Assessment Rolls each year.

MPAC is legislatively responsible for updating property information even in a year when a province-wide Assessment Update is not taking place.

This year, MPAC has delivered nearly 900,000 Property Assessment Notices for the 2018 tax year to property owners across Ontario to reflect changes in ownership, value, classification and/or school support.

Data Quality Reviews

Having accurate and timely data is a critical part of the assessment process. As part of our quality management practices, our valuation experts complete regular data validations and quality control process checks throughout the year. These validations performed alongside a series of robust quality assurance measures allows for the successful production of Assessment Rolls to municipalities. For example, quality checks are completed to ensure any potential errors within the Year-End Tax File, such as inaccurate addresses, invalid/incompatible characters and school support rounding issues, are identified and resolved prior to releasing the Year-End Tax File.

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In addition, MPAC utilizes information, including building permits, vacancy applications, tax applications, etc., that we receive from our municipal stakeholders, in an effort to ensure the accuracy and quality of every Assessment Roll delivered.

Assessment Growth

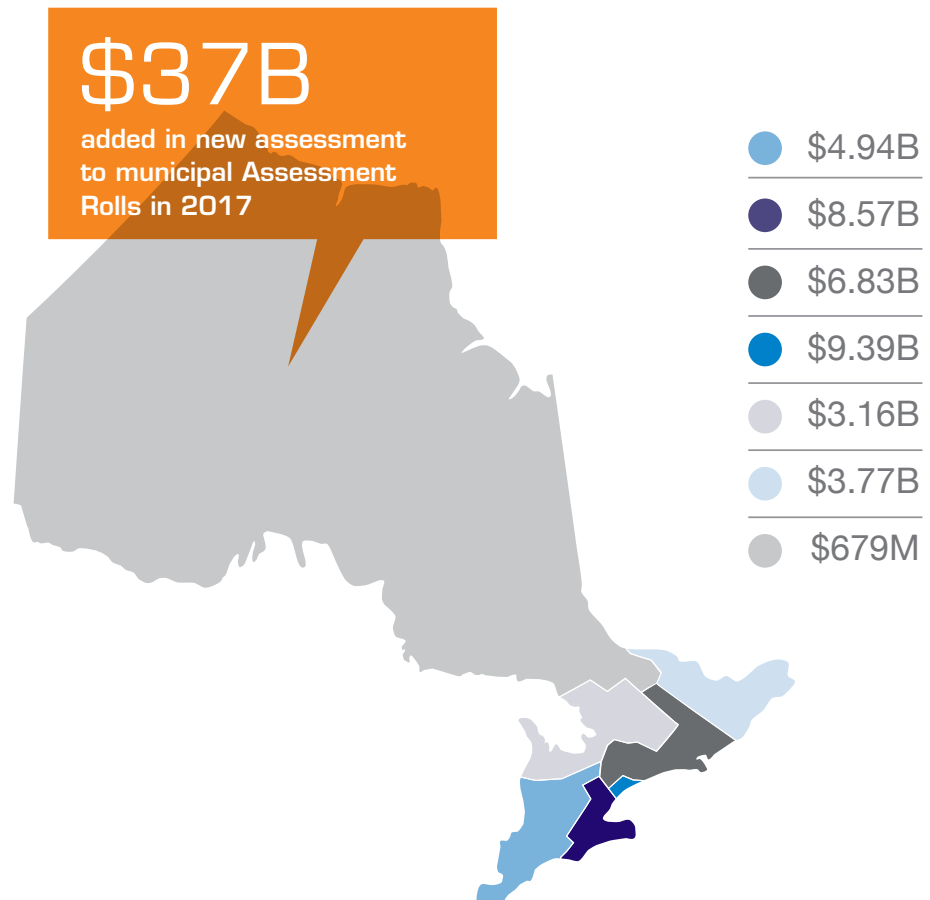
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In 2017, MPAC delivered more than **\$37 billion in taxable assessment growth** to municipalities across the province and have processed more than **85% of this growth within one year of occupancy**.

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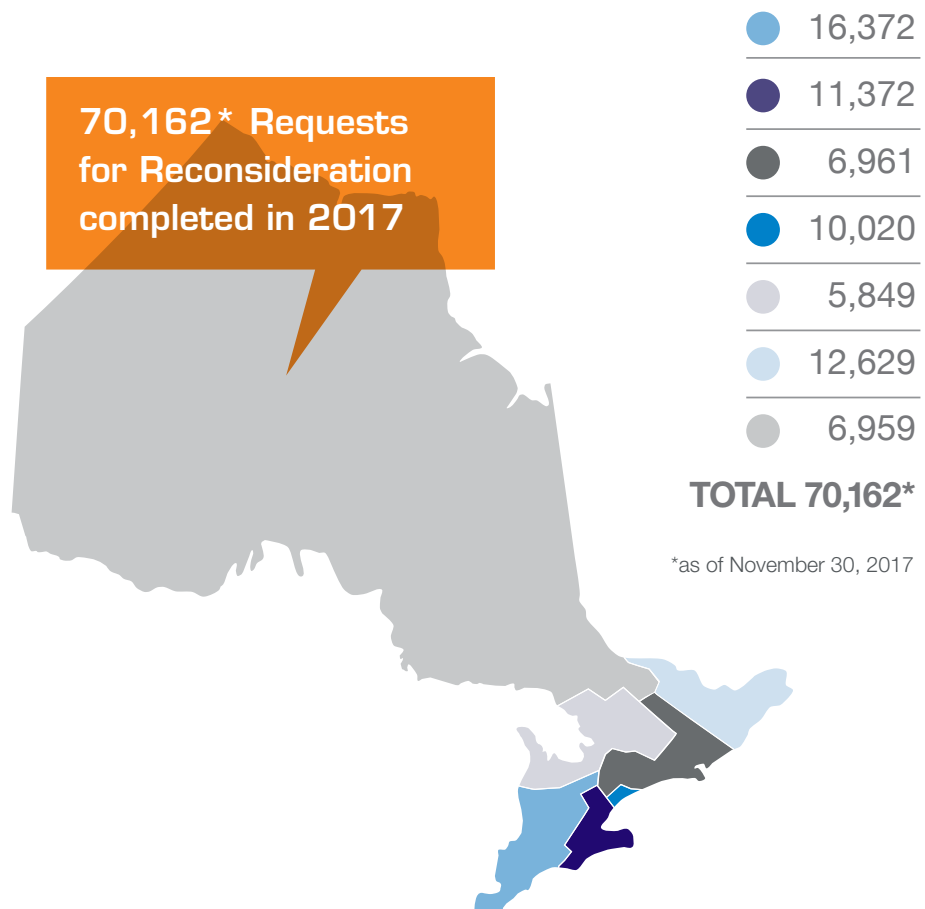
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Requests for Reconsideration and Appeals

Another important in-cycle activity is to respond to and process assessment changes, which are primarily the result of Requests for Reconsideration (RfR) and Assessment Review Board (ARB) appeals. This information is reflected through in-cycle maintenance as part of our commitment to maintain and deliver accurate Assessment Rolls.

From January 1 to November 30, 2017, MPAC completed a total of 70,162 RfRs. This reflects 46,093 residential, 7,218 farm and 16,007 business properties, representing less than 1.5% of Ontario's properties.



Across Ontario, on average, 49% of RfRs resulted in a change to the assessment. The average change among these properties was about 14%. The primary reasons for changes include: local market or equity adjustments, changes to reflect updates made to structure property information in our database, as well as other site variables.

As part of our work in support of the 2016 Province-wide Assessment Update, MPAC focused on strengthening our RfR process to enable property owners and MPAC to resolve more issues at the RfR stage and, in the process, reduce the number of issues that go to an ARB appeal. The RfR process is a free review of a property owner's assessment concern, and is a prerequisite for residential, farm and managed forest property owners before filing an appeal with the ARB.

As of October 31, 2017, only 4.3% (2,980) ARB appeals were filed for properties where a RfR has been completed. Overall, appeals have decreased by 44% compared to the last reassessment.

In 2018, MPAC will continue to support and respond to the ARB commitment to improve the appeal process including a strategy to eliminate backlogs and complete appeals within the assessment cycle. The importance of a stable and predictable assessment base is central to MPAC and these areas of focus, in particular the work being undertaken to support the ARB appeal process, are a reflection of our shared commitment to our stakeholders.

Ongoing Review of Key Property Sectors

As part of our ongoing work to maintain Ontario Assessment Rolls, MPAC regularly conducts reviews of properties – both individually and at the sector level. MPAC analyzes information and data that is collected through ongoing meetings with municipal stakeholders, property owners and representatives to discuss reviews and appeals, as well as other developments. Proactively, MPAC also evaluates changing market conditions and economic trends to determine if any potential valuation impacts exist. MPAC completes regular reviews of our property inventory to ensure assessments are up to date and reflective of each properties' current state, in keeping with our legislative mandate. Reviews of this nature are part of our standard operation. Canada's retail environment is a prime example of one property sector experiencing change as a result of an evolving economic landscape. Some of the challenges facing Ontario and the rest of North America include:



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latest webinar
– [Retail Sector
Update](#)

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- Changing shopping patterns of Canadian consumers
- Increased use of online shopping
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As a result of changes in the market, the value of big box stores, logistics sector properties, and shopping centres has been affected, which in turn must be reflected in assessed values established by MPAC. In some cases, properties have experienced increases in their assessed values, while in other cases values have decreased. Many of these property types have experienced a change in their assessed value on the Roll returned for 2018 taxation.

Looking Ahead

MPAC appreciates the impact that changes to the retail sector, and other sectors may have on municipalities across the province and, as a result, we continue to work to provide regular updates to all our stakeholders and respond to questions and concerns.

Our valuation experts continue to monitor the Ontario marketplace and review changes that are announced including the recent closure of Sears in October 2017. Similar to Target's departure from the Canadian market, this change may have a significant impact on assessments. MPAC is undertaking a fulsome analysis of this development over the next few months and our Municipal and Stakeholder Relations team will be engaging with municipalities throughout this process.

Conclusion

At the core of our new 2017-2020 Strategic Plan is the theme 'Valuing What Matters Most'. For municipalities, we value building the customer and stakeholder relationship. This means enhancing the transparency of growth forecasts, processing assessment adjustments in a timely way, ensuring traceability and transparency in our assessment methodology and keeping stakeholders apprised of changes in the market that may impact property values.

Through greater collaboration between MPAC and municipalities, we continue to be committed to continuously improve our service to stakeholders and encourage you to share your feedback with us on the delivery of our services.

Your local [Municipal and Stakeholder Relations team](#) is available to support you with any of our products or services. Please contact your Regional Manager, Account Manager, or Account Support Coordinator if you have any questions or would like more information about this report.

April 30, 2018

Ian Taylor
Executive Director
Ontario Minor Hockey Association
25 Brodie Drive, Unit 3
Richmond Hill, ON L4B 3K7

sent via email

-and-

Fran Rider
President / CEO
Ontario Women's Hockey Association
225 Watline Avenue
Mississauga, Ontario L4Z 1P3

sent via email

Re: Hockey Season Re-alignment

Please be advised that at its meeting held the 26th day of April 2018, the Council of the Township of Selwyn passed the following resolution:

Whereas the Township of Selwyn operates two municipal arenas, originally built over 30 years ago, and has a healthy hockey community; and

Whereas the Township of Selwyn conducted a 5 year review of its Recreation Services Master Plan; and indoor recreation facilities (like the arena) register strong levels of importance through online survey responses and community input, generating an importance rating above 70%; and

Whereas the Township of Selwyn's Corporate Strategic Plan identifies the need to participate in provincial lobbying initiatives to enhance services and operational efficiencies including lobbying the Ontario Minor Hockey Association and the Ontario Women's Hockey Association for ice season re-alignment; and

Whereas the unpredictable weather patterns have created warmer temperatures in early fall resulting in astronomical hydro costs for creating and maintaining ice which has resulted in approximately a 20% increase in hydro expenses in the month of September versus January; and

Mailing Address
PO Box 270
Bridgenorth
Ontario K0L 1H0

Tel: 705 292 9507
Fax: 705 292 8964

Whereas municipal staffing resources are limited when making the transition to 'winter' operations while 'summer' operations are still in effect; and

Whereas the current hockey season alignment results in many teams ending their season by January; at a point when weather conditions are more conducive to maintaining ice in a more economical fashion; and

Whereas municipalities are closing arenas throughout the Province of Ontario due to increases in operating costs and the need to repair/replace aging facilities;

Now therefore be it resolved that the Township of Selwyn request that the Ontario Minor Hockey Association and the Ontario Women's Hockey Association consider commencing the competitive hockey season no earlier than October of each year in order to support local arenas in having more efficient, environmentally friendly and economical operations; resulting in the ability to reduce or maintain rental fees for hockey teams which will in turn keep registration costs reasonable and make hockey an accessible sport for Canadian children; and further that a copy of this Resolution be forwarded to MPP Jeff Leal, the Ministry of Tourism, Culture and Sport, the Association of Municipalities of Ontario, all municipalities in Ontario.

Carried.

Should you have any questions regarding the above-noted matter, please do not hesitate to contact the office directly.

Regards,

Tania Goncalves

Tania Goncalves
Deputy Clerk

cc: Ministry of Tourism, Culture and Sport
MPP Jeff Leal
Association of Municipalities of Ontario
All Municipalities in Ontario



**CORPORATION OF THE TOWN OF LAKESHORE
NOTICE OF PUBLIC MEETING**

An application to amend the Lakeshore Zoning By-law 2-2012

RECEIVED

MAY 06 2018

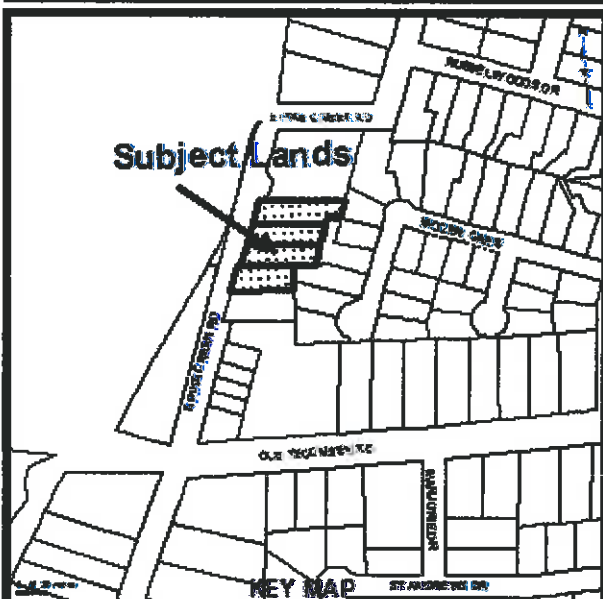
Town of Tecumseh

PURPOSE OF PROPOSED AMENDMENT

File No: ZBA-6-2018

Location: 36, 38, 40 & 42 E. Pike Creek Road (Part Lot 1, Conc. EPC BF, Parts 1, 2 & 3, 12R18680 and Part 1, 12R20887)

The municipality is considering an application to amend the Town of Lakeshore Zoning By-law under the provision of Section 34 of the Planning Act, R.S.O. 1990. The parcels of land subject of this application are located at 36, 38, 40 & 42 E. Pike Creek Road in the Town of Lakeshore, and as shown on the Key Map (below). The parcels are designated "Residential" under the Lakeshore Official Plan and zoned "R1, Residential – Low Density" under the Lakeshore Zoning By-law. The applicant, 1403439 Ontario Limited o/a King Homes & Developments is seeking the zoning by-law amendment to rezone the lands to a "R2, Residential – Medium Density" zone to permit two (2) buildings consisting each of a 3-unit townhouse with a maximum of 6 dwelling units to be divided on the common wall. The applicant is also applying for site plan approval (File #SPC-1-2018) for the proposed development (see site plan/ reverse side) and once the townhouses are erected, consent applications to sever the units on the common walls will also be required. To view the municipality's Zoning By-law, it can be obtained through our website at www.lakeshore.ca. Click "build lakeshore/ planning overview" and select "Zoning Bylaw".



PUBLIC MEETING

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

The public meeting will be held on:

Tuesday, May 22nd, 2018 at 6:00 p.m.
Town of Lakeshore Council Chambers
419 Notre Dame Street, Belle River

COMMENTS OR QUESTIONS?

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

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

SUBMISSIONS

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

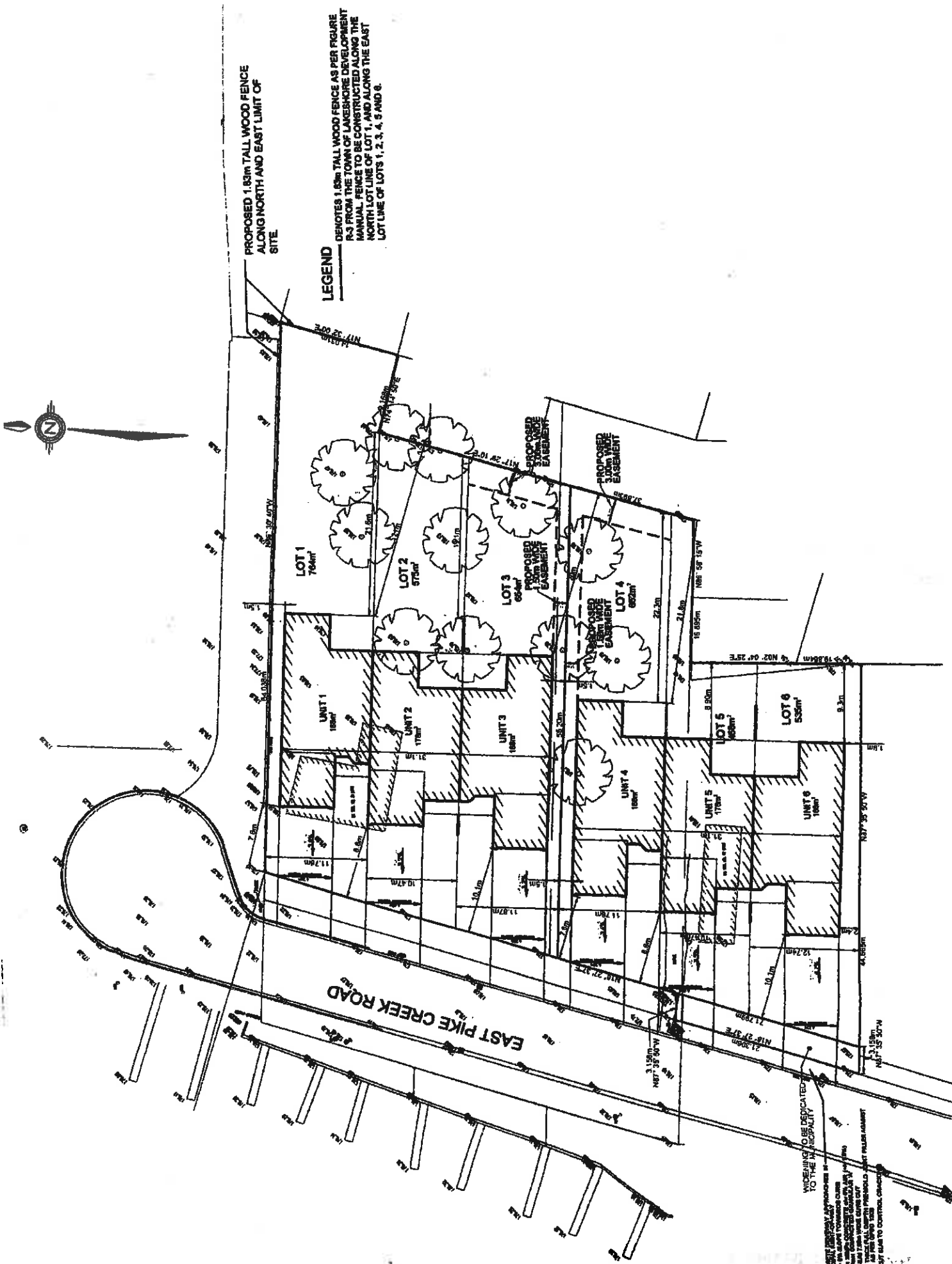
IF A PERSON OR PUBLIC BODY would otherwise have an ability to appeal the decision of the Town of Lakeshore to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the Town of Lakeshore before the proposed Zoning By-law Amendment is passed, the person or public body is not entitled to appeal the decision.

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 proposed Zoning By-law Amendment is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party.

DATED AT THE TOWN OF LAKESHORE THIS 3rd DAY OF MAY, 2018.

File No: ZBA-6-2018
Location: 36, 38, 40 & 42 E. Pike Creek Road

PROPOSED SITE PLAN



From: Minister of Infrastructure <Minister.MOI@ontario.ca>

Date: May 4, 2018 at 2:34:30 PM EDT

Subject: A message from the Minister of Infrastructure / Un message du Ministre de l'Infrastructure

Dear Mayor/CAO/Stakeholder:

As you know, in December 2017 the province introduced a new regulation, [Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure](#), under the *Infrastructure for Jobs and Prosperity Act, 2015*. The new regulation builds on the province's 2012 Guide to Asset Management Planning and is the critical next step for advancing evidence-based decision-making.

As part of our consultations on the regulation, we heard from municipalities that tools and supports are needed to help implement the requirements. That is why, as part of the introduction of the new regulation in December 2017, we committed \$25 million over five years to offer a suite of tools and supports. This commitment was reaffirmed in the 2018 Budget. I am pleased to share further details regarding this commitment. The province will deliver the tools and supports through a three stage plan.

The first stage will focus on spreading knowledge of best practices. As part of this stage, the province is partnering with Asset Management Ontario (AMOnt) on an initiative that will expand their community of practice work to municipalities across the province. Starting this year, AMOnt will deliver a series of activities, such as group seminars, online forums, peer reviews, and practitioner-led working groups. More information will be made available on their [website](#) soon. We have also partnered with the Municipal Finance Officers Association of Ontario (MFOA) to create a toolkit to help municipalities develop a strategic asset management policy, which is required under the new regulation. This toolkit will be made available in the coming weeks on MFOA's [website](#).

Under the second stage, the province is partnering with MFOA to provide small municipalities with in-person expert asset management plan assessments and localized action plans. Through this initiative, asset management experts will travel to communities, assess current asset management plans, identify opportunities for improvement, and provide expert advice that is tailored to the needs of each municipality. For some small communities with limited resources, this assistance may also include preliminary planning work (e.g. lifecycle costing) as time and program resources permit. This initiative will be implemented using a phased approach, starting with municipalities with populations under 5,000, and expanding to municipalities with populations up to 25,000 over time. MFOA will be connecting with eligible communities directly over the next few months.

In the third and final stage, the province intends to deliver a direct support program to municipalities that will build upon the progress made under the first two stages. This initiative will provide direct support to municipalities to help them complete asset management planning activities, such as condition assessments, levels of service measurements and lifecycle costing. Based on what we heard through consultations, we plan to target funding to small communities in particular. Through the Association of Municipalities Ontario (AMO) and other partner organizations, we look forward to hearing your feedback on the proposed program prior to launching in 2019. More details will be provided at that time.

Lastly, I am pleased to announce the completion of two additional tools that will further support municipalities in their asset management planning efforts. With previous funding support from

the province, MFOA has developed an [Asset Management Community of Practice Guide](#) that will help municipalities come together to establish their own community of practice, as well as an [Asset Management Self-Assessment Tool](#) that will let municipalities evaluate their asset management planning maturity.

Asset management planning is vital for the future of our communities and is more important than ever, given significant and growing infrastructure pressures and new challenges resulting from a changing climate. We are confident that the tools and supports that are being made available will help Ontario municipalities to better anticipate their infrastructure investment needs, prevent assets from deteriorating, save money over the long term, and ensure that local infrastructure supports the needs of their community.

If you have questions, please do not hesitate to contact us at MunicipalAssetManagement@ontario.ca.

Sincerely,

[Original signed by]

Bob Chiarelli
Minister

c: Pat Vanini, Executive Director, Association of Municipalities Ontario
Dan Cowin, Executive Director, Municipal Finance Officers Association of Ontario
Curtis Ching, Chair, Asset Management Ontario

Confidentiality Warning: This e-mail contains information intended only for the use of the individual names above. If you have received this e-mail in error, we would appreciate it if you could advise us through the Minister's website at www.ontario.ca/page/ministry-infrastructure and destroy all copies of this message. Thank you.



CANADA POST
955 Highbury Ave
London ON N5Y 1A3

CANADAPOST.CA

POSTES CANADA
955 AV Highbury
London ON N5Y 1A3

POSTESCANADA.CA

May 8, 2018

Gary McNamara,
Mayor, Town of Tecumseh
917 Lesperance Road
Tecumseh ON N8N 1W9

RECEIVED MAY 11 2018

Dear Mayor McNamara,

Thank you for your letter of April 11, 2018 informing Canada Post of the recently approved motion by Town Council requesting that Tecumseh be used as the municipal identifier for all mailing addresses within Tecumseh. I have forwarded your request to our Address Management group in Ottawa for consideration.

While I can't provide you with a timeline for your request, I can tell you that Address Management is now compiling a schedule for 2019 and the Town of Tecumseh's request will get full consideration. Factoring into the decision will be the size and scope of the addressing project, how many other projects are underway in the region and the resources available to complete them. We have a number of addressing initiatives currently underway and more being considered, so it is certainly helpful to have a municipal council resolution showing support for such an initiative.

Should Tecumseh's request not make it onto the addressing initiative list for 2019, I will ask Address Management to consider it for the next year.

I will endeavor to keep you updated as the schedule is completed.

Sincerely,

Andy Paterson
Manager, Municipal Engagement
519-547-5247

May 11, 2018

Subject: CN Intermodal Update

At its meeting on April 30, 2018, Oakville Town Council approved the following motion:

WHEREAS under the Municipal Act, Ontario municipalities have the authority and responsibility to advance and protect the “economic, social and environmental well-being of the municipality” and the “health, safety and well-being of persons”;

WHEREAS the Provincial Government has designated Ontario municipalities to have responsibility to establish official plans that meet or exceed provincial standards for managing and directing physical change and effects on the social, economic, built and natural environment;

WHEREAS CN Rail has declared that the Province of Ontario and the Halton Municipalities (the City of Burlington, the Town of Halton Hills, the Town of Milton and the Town of Oakville) and Conservation Halton have no regulatory role whatsoever with respect to a proposed truck/rail development that will have a direct impact on the economic, social and environmental well-being of the municipality and health, safety and well-being of residents;

WHEREAS the Halton Municipalities and Conservation Halton recognize that railways are a matter of federal jurisdiction, but assert that truck-rail developments have non-rail aspects that engage multiple areas of provincial and municipal government regulatory responsibility;

WHEREAS the Halton Municipalities and Conservation Halton have commenced a Court Application to confirm their legitimate regulatory role in respect of the CN development;

WHEREAS CN’s position that its proposed truck-rail development falls exclusively under federal jurisdiction, if upheld, would create a regulatory gap that would prevent the Province of Ontario, the Halton Municipalities and Conservation Halton from discharging their statutory responsibilities, and leave CN Rail, a for-profit company, to self-regulate on matters that engage provincial and municipal responsibilities; and

May 11, 2018

Subject: CN Intermodal Update

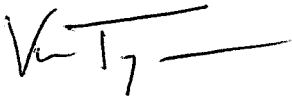
WHEREAS irrespective of the merits of CN's proposed development, CN's interpretation of jurisdiction over this development, if upheld, would be detrimental to all provinces and municipalities that contain existing or proposed developments that engage matters of federal, provincial and municipal regulatory interest;

NOW THEREFORE BE IT RESOLVED:

1. *THAT the Town of Oakville endorses the principles that:*
 - a. *there must be a cooperative approach to all developments that engage federal, provincial and municipal regulatory matters.*
 - b. *the existence of federal regulation over a development does not preclude and may require provincial and municipal regulation of the proposed development to avoid regulatory gaps.*
2. *THAT the Town of Oakville calls on the Government of Ontario to join the court Application of the Halton Municipalities.*

Should you have any questions regarding this matter or should you require any additional information, please contact me at 905-845-6601, extension 2003, or email vicki.tytaneck@oakville.ca.

Yours truly,



Vicki Tytaneck
Town Clerk

- c. The Honourable Kathleen Wynne
The Honourable Bill Mauro, Minister of Municipal Affairs
The Honourable Yasir Naqvi, Attorney General of Ontario
The Honourable Karina Gould, MP, Burlington
The Honourable Lisa Raitt, MP, Halton
The Honourable John Oliver, MP, Oakville
The Honourable Pam Damoff, MP, Oakville-North Burlington
The Honourable Michael Chong, MP, Wellington-Halton Hills
The Honourable Eleanor McMahon, MPP Burlington
Bill Mauro, Minister of Municipal Affairs
The Honourable Indira Naidoo-Harris, MPP, Halton
The Honourable Kevin Flynn, MPP, Oakville
Ted Arnott, MPP, Wellington-Halton Hills
Association of Municipalities of Ontario
Andrea Horwath, Leader, Ontario New Democratic Party
Doug Ford, Leader, Ontario Progressive Conservative Party
Mike Schreiner, Leader, Green Party of Ontario

May 11, 2018

Subject: CN Intermodal Update

Federation of Canadian Municipalities (FCM)
Association of Municipalities of Ontario (AMO)
Large Urban Municipal Caucus of Ontario (LUMCO)
Mayors and Regional Chairs Caucus of Ontario (MARCO)
Rural Ontario Municipal Association (ROMA)
Northwestern Ontario Municipal Association (NOMA)
Federation of Northern Ontario Municipalities (FNOM)
Conservation Authority of Ontario
All Ontario Municipalities

**2018 – 2020
AMO BOARD OF DIRECTORS
Call for Nominations**

April 23, 2018

Monday, April 23, 2018

To: Head and Members of Council
From: Trevor Wilcox, Secretary-Treasurer, AMO

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2018 – 2020 AMO Board of Directors.

Attached please find:

- A summary of the offices for which elections will be held at the 2018 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Board. From the AMO Bylaw No. 2, Part 3, qualifications are:

3.3 Qualifications of Directors.

a) Every Director shall:

- be an individual of eighteen (18) or more years of age;
- be an elected official of a Member Municipality or an employee of a Member Municipality of the Corporation;
- not be an undischarged bankrupt; and
- not be declared incapable.

b) The position of Secretary-Treasurer is to be filled by an employee of a Member Municipality and also meet the qualifications of 3.3 a).

Qualified Nominees must obtain a Council resolution of support which must also specify the Caucus or position for which the individual is being nominated. In order to provide the broadest representation possible, AMO Bylaw No. 2 stipulates that a member municipality can only have one representative on the Board unless another representative is on the Board as an appointed official from a municipal group. See Section 3.4(e)*

A completed Nomination Form and supporting material must be received no later than 12:00 noon on Monday, June 25, 2018. Nominations will not be accepted beyond that date. AMO's Chief Returning Officer, Peter Fay, will certify the nomination. A Nominations Report will be issued no later than Friday, July 27, 2018.

Please forward a completed Nomination Form to the Association via email amoelections@amo.on.ca or fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416) 971-9856, ext. 316, e-mail pvanini@amo.on.ca or Lorna Ruder, Executive Assistant, ext. 341, email lruder@amo.on.ca

Commitment:

The following is an estimate of time individuals can normally expect to devote for service on the AMO Board of Directors and Executive Committee (i.e. Chair of each Caucus).

Executive Meetings: 10 days

Memorandum of Understanding Meetings: 8 days
(Executive Committee only)

Board Meetings: 6 days

AMO Conference: 3 days

Other Commitments: up to 6 days, depending on interest
(task forces, other meetings)

Board Meetings:

Board meetings are normally held on the fourth Friday in September, November, January, March and June and on the Saturday and Sunday in advance of the AMO Annual Conference in August. The June meeting is normally held in the President's or Secretary-Treasurer's home municipality. In addition to the Board meetings, Board members may also serve on AMO Task Forces.

Executive Meetings:

Executive meetings are held on the Thursday before a scheduled Board meeting and on the fourth Thursday of the month when there is no Board meeting. Memorandum of Understanding (MOU) meetings are specifically scheduled annually in concert with the Ministry of Municipal Affairs.

AMO Board/Executive/Volunteer Expense Reimbursement Policy

This policy applies to members of the Executive and Board as it relates to Executive Committee meetings (including MOU meetings) and Board of Directors meetings.

Travel Expense:

AMO will reimburse travel expenses in excess of \$300.00 per meeting for AMO Board of Directors, AMO Executive Committee meetings, and MOU meetings, which are generally held in the City of Toronto or the President or Secretary-Treasurer's municipality. Travel expenses refer to airfare, train fare, car mileage, public transit, and parking costs, and shall not apply to AMO Board of Directors/Executive meetings that are held prior to or following the AMO Annual Conference, Urban Symposium or Counties, Regions and Single Tier Symposium. Members are expected to make the most efficient and cost effective travel arrangements.

Mileage Rates:

Automobile travel allowance rates are

- 54 cents for the first 5,000 kilometers, and
- 48 cents for each additional kilometer.

AMO's mileage rate is based on Revenue Canada's current "Automobile Deduction Limits and Expense Benefit Rates for Business" and is adjusted annually to reflect any changes.

Accommodation/Meals:

There is no provision for the reimbursement of accommodation and meals.

Northern Ontario Exception:

Northern Ontario Executive Committee and Board members are expected to take advantage of airfare savings, and make the most efficient and cost effective travel arrangements. As some Northern Ontario board/executive members have connecting flights making it impossible to complete their travel without incurring accommodation and meal expenses, then AMO will reimburse a maximum of three days accommodation and meal expenses.

Notice of Elections:

Elections will be held for the 2018 – 2020 AMO Board of Directors consistent with the AMO By-law No. 1. Positions include:

- President (must be a municipal elected official).
- Secretary-Treasurer (must be a municipal staff official).
- 6 County Caucus Directors. To be Elected: Three elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Officials: Chairs of the Eastern and Western Ontario Wardens Caucuses.
- 7 Large Urban Caucus Directors. To be Elected: Five elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Large Urban Mayors' Caucus of Ontario.
- 6 Northern Caucus Directors. To be Elected: Four elected officials to be elected by caucus constituency at the conference: two from the Northeast and two from the Northwest. Appointed Officials: Chairs of the Federation of Northern Ontario Municipalities and the Northern Ontario Municipal Association.
- 7 Regional and Single Tier Caucus Directors. To be Elected: Six elected officials to be elected by caucus constituency at the conference. Appointed Official: Chair of the Mayors and Regional Chairs of Ontario's Single Tier Cities and Regions.
- 6 Rural Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of the Rural Ontario Municipal Association.
- 6 Small Urban Caucus Directors. To be Elected: Four elected officials and one municipal employee to be elected by caucus constituency at the conference. Appointed Official: Chair of Ontario Small Urban Municipalities.

Each of the above elected caucus members shall serve a two-year term.

*Excerpt from AMO Bylaw No. 2, Section 3.4 (e): No Member Municipality may be represented on the Board by more than one Director elected to the Board (either a municipal elected official or a municipal employee) except in the case where the Director is an appointed Director as set out in Section 3.4 b) ii), or the City of Toronto (Section 3.4 c).

NOMINATION FORM
2018 – 2020 AMO Board of Directors

- It is the responsibility of the person nominated to file a complete and accurate Nomination Form.
- Nominations will be accepted no later than **12:00 noon Monday, June 25, 2018.**
- Council Resolution of support must be attached, and must specify the Board Office position.

Send completed forms to:

Pat Vanini, Executive Director
Association of Municipalities of Ontario
200 University Avenue, Suite 801
Toronto, ON M5H 3C6
Email: amoelections@amo.on.ca
Fax: 416-971-6191

Please type or print clearly:

Nominee's Name, as it is to appear on the ballot

Nominee's Municipal Position Title

Nominee's Municipality

Address

Municipality and Postal Code

Nominee's Email address and phone number

Nominated for the Office of (check one only):

- ☐ President
- ☐ Secretary-Treasurer
- ☐ Director County Caucus
- ☐ Director Large Urban Caucus
- ☐ Director Northern Caucus
- ☐ Director Regional & Single Tier Caucus
- ☐ Director Rural Caucus
- ☐ Director Small Urban Caucus

-
- ☐ *A Council Resolution confirming Board Office Nomination and Council support for the Nomination is ATTACHED*

Consent of Nominee and Statement of Qualification:

I, the Nominee mentioned in this Nomination Form do hereby consent to such Nomination and declare that I am qualified to be elected and to hold the office for which I am nominated.

Signature of Nominee and date

Certificate of AMO's Chief Returning Officer:

I, Peter Fay, the Chief Returning Officer, appointed by the Association of Municipalities of Ontario, to officiate over these elections, do hereby certify that I have examined the Nomination Form of the aforementioned Nominee filed with me and am satisfied that such Nominee is qualified to be nominated to the office indicated above.

Signature of Chief Returning Officer and date

Date Nomination Form received in AMO Office

From: bia

Sent: Wednesday, May 16, 2018 5:16 PM

To: Doug Pitre; Brian Hillman; Mike Voegeli; karen.sinnaeve@opp.ca

Cc: Laura Moy; Bob Hamilton; bia; biainfo; info@greenvalleyplaza.com; Bill Altenhof; Brian Houston; Candice Dennis ; Daniel Hofgartner; Jules Champoux; Linda Proctor; Maureen Harris; Paul Bistany; Tony Nehme

Subject: Request for Noise By-Law Waiver & Safety Plan - Tecumseh BIA Night Market - Friday, June 22, 2018 - Green Valley Plaza

Hello Everyone,

This notice and request is regarding the two Night Market events this year that the Tecumseh BIA is hosting.

The first is on Friday, June 22nd at Green Valley Plaza and the second is on Friday, July 20th at the Tecumseh Towne Centre Plaza; both events will start at 5:00 to 10:00 pm; set up for the events will begin at 9:00 am in both plazas.

Currently, there will be no alcohol served or sold outside of the permanent established licensed restaurants in the Green Valley Night Market during the event; only the permanent established restaurants, listed below, will be serving and selling alcohol inside their establishments and/or on their extended patios (they are applying for extended patio permits).

1. Wineology (applying for extended patio permit)
2. Simply Thai (applying for extended patio permit)
3. Kabobgy (TBD regarding applying for extended patio permit)

At this time I only have A DRAFT copy of both the site map and Safety Plan for the June 22nd Night Market in Green Valley Plaza. This event is free to the public and there will be volunteers directing vehicle traffic to park in the specific parking areas and checking that alcohol (bottles, glasses, etc.) are not entering and exiting the area.

Vendors have been informed that those who require hydro, must bring their own heavy duty outdoor extension cords as there will be an inspection and have \$2M liability insurance certifications. All food vendors who will be preparing food on site must have a Windsor Essex County Health Unit (WECHU) forms completed signed and submitted to the WECHU and the BIA office.

After reviewing the attached documents, please inform if there are any recommendations for traffic flow, emergency relocation and triage locations, fire and safety concerns, etc. that we should include on both the Site Map and the Safety Plan; your time and assistance is greatly appreciated or if you or any member of your team would want to meet to discuss the Safety Plans and Site Map. After all appropriate personnel/departments have reviewed both the Site Map and the Safety Plan, I will make the edits/corrections and forward the final and approved Site Map and Safety Plan.

Doug and or Bob, can you also inform what time on Friday, June 22nd will staff be arriving at the plaza to conduct a fire inspection before the event starts at 5:00 PM?

Karen, need your input on traffic flow, emergency relocation and triage locations, etc. on the map and in the Safety Plan.

On behalf of the BIA Board of Management and the Night Market Committee, we thank you for your time and assistance in helping us make this event and our other events this year safe and enjoyable for our guests.

Paula Rorai
TOTBIA Coordinator

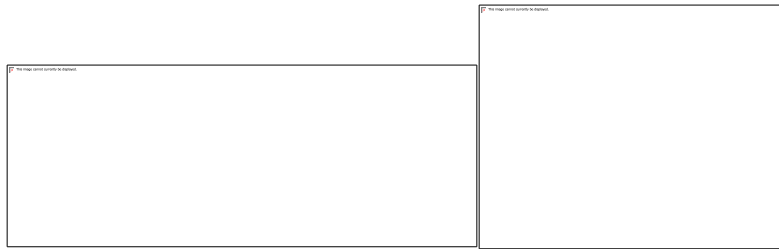
Town of Tecumseh Business Improvement Area (TOTBIA)

1189 Lacasse Blvd. | Tecumseh, ON N8N 2C7

Office: 519.735.3795 | Mobile: 519.564.5999 | Fax: 519.735.5978

Email: bia@tecumseh.ca | Website: tecumsehbia.com

Facebook: [townoftecumsehbia](https://www.facebook.com/townoftecumsehbia) | Twitter: [TecumsehBIA](https://twitter.com/TecumsehBIA)



Town of Tecumseh is The Great **Mallternative**®



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Jennifer Alexander, Deputy Clerk & Manager Legislative Services

Date to Council: May 22, 2018

Report Number: CS-2018-06

Subject: Records Retention By-law

Recommendations

It is recommended:

That CS-2018-06 Records Retention By-law report **be received**;

And that By-law No. 2018-39 being a by-law to establish a new classification and retention schedule for Corporate Records and Temporary Records for The Corporation of the Town of Tecumseh and to repeal By-Law No. 2003-62, **be adopted**.

Background

The Municipal Act, 2001 (Act) outlines the requirements for a municipal records retention program. Section 254 (1) provides that a municipality shall retain and preserve the records of a municipality and its local boards in a secure and accessible manner.

Section 254 (9) requires records to be retained in a secure and accessible manner. Accessible manner means that the records can be retrieved within a reasonable time and that the records are in a format that allows the content of the records to be readily ascertained by a person inspecting the records.

Subsections 255 (2) states that a record of a municipality or a local board may be destroyed if a retention period for the record has been established and the retention period has expired; and/or the record is a copy of the original record.

Section 255 (3) states that a municipality may establish retention periods during which the records of the municipality and local board of the municipality must be retained and preserved in accordance with section 254.

Additionally, recent changes to the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990* (MFIPPA) in section 48(1) and (2), requires municipalities to take measures to preserve records in accordance with applicable rules. These same changes also make it an offense to willfully destroy records with the intent to deny access to records. Upon conviction, a fine of up to \$5,000 may be levied.

The Corporate Services Department is stewarding the Town's continuous improvement approach to municipal service delivery with records management.

An updated version of The Ontario Municipal Records Management System (TOMRMS) was acquired in October 2017. This is a centralized classification, or indexing system, used by over 250 municipalities across Ontario to assist with the ongoing legislative obligations to retain and preserve municipal records. Schedule A to the new proposed Records Retention By-law (Attachment 1 to this report) reflects the latest legislated retention periods for Corporate Records. TOMRMS provides annual updates on any legislative changes to ensure that municipalities maintain good records and destroy records in accordance with the various pieces of legislation.

Comments

The Corporate Services & Clerks Department, in consultation with TOMRMS, has reviewed the Town's current records retention By-law No. 2003-62. The proposed new Records Retention By-law and Schedule A reflect the legislative changes and Clerk's responsibilities to ensure preservation of records while permitting the proper disposal of retired documents to reduce the Town's legal liability.

The proposed By-law includes the definition of a Corporate Record, as follows:

"Information however recorded or stored, whether imprinted form, on film, by paper or electronic means, and includes documents, financial statements, minutes, accounts, correspondence, memoranda, plans, maps, drawing, photographs and films."

The proposed By-law also defines a Temporary Records as follows:

"Records, regardless of format, that have temporary usefulness and are not required to meet statutory obligations, set policy, establish guidelines or procedures, certify a transaction, become a receipt or provide evidence of a legal, financial, or operational or other decisions of the municipality, such as:

- I. Copies of miscellaneous notices or memoranda concerning routine administrative matters or other minor issues;
- II. Information copies of widely distrusted materials, such as minutes, agendas, and newsletters. Unless the information copy has been annotated to reflect significant input or for other purposes;

- III. Preliminary drafts of letters, memoranda, or reports and other informal notes which do not represent significant steps in the preparation of a final document and which do not record decisions;
- IV. Duplicate copies of documents in the same medium which are retained only for convenience or future distribution;
- V. Email messages and other communications that do not relate to Town business;
- VI. Copies of publications such as published reports, administration manuals, telephone directories, catalogues, pamphlets or periodicals;
- VII. Duplicate stocks of obsolete publications, pamphlets or blank forms;
- VIII. Unsolicited advertising materials, including brochures, company files or pricelists.”

The proposed new Record Retention Schedule has been reviewed by the Town’s Auditor, Cynthia Swift from KPMG. The Auditor analyzed the various classifications to ensure the number of years required to retain a Corporate Record is compliant with various legislations. The Auditor has provided her written confirmation of the Records Retention Schedule in her view is adequate in terms of record retention.

Town staff will receive training on the new retention schedule, TOMRMS classification system and how to properly dispose of records.

Consultations

Financial Services
Planning & Building Services
Information & Communication Services
Fire & Emergency Services
Public Works and Environmental Services
Parks & Recreation Services
Auditor

Financial Implications

There are no financial implications.

Link to Strategic Priorities

Applicable	2017-18 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input type="checkbox"/>	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	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 Chief Administrative Officer.

Prepared by:

Jennifer Alexander, MPA
Deputy Clerk & Manager Legislative Services

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment Number	Attachment Name
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1	By-law No. 2018-39 and Schedule A
2	Auditor Letter of Approval

The Corporation of the Town of Tecumseh

By-Law Number 2018-39

Being a by-law to adopt a new Records Retention By-law; and to establish a new classification and retention schedule for corporate records for the Corporation of the Town of Tecumseh, and to repeal by-law no. 2003-62

Whereas the *Municipal Act, 2001*, Chapter 25, Section 254 (1) requires a Municipality to retain and preserve its records in a secure and accessible manner;

And Whereas the *Municipal Act, 2001*, Section 255 (3) as amended, provides that a Municipality may establish retention periods during which the records of the Municipality and local boards of the Municipality must be retained and preserved;

And Whereas the *Municipal Act, 2001*, Section 255 (2) provides that the Municipality's records may be destroyed if a retention period for the record has been established and the retention period has expired, or the record is a copy of the original record;

And Whereas the Council of The Corporation for the Town of Tecumseh deems it appropriate for the Clerk or designate to adopt and update the Municipality's Records Retention By-law and Retention Schedule from time to time;

Now Therefore the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. Definitions

In this By-law:

- a) **"Corporate Record"** means information however recorded or stored, whether imprinted form, on film, by paper or electronic means, and includes documents, financial statements, minutes, accounts, correspondence, memoranda, plans, maps, drawing, photographs and films;
- b) **"Temporary Record"** means records, regardless of format, that have temporary usefulness and are not required to meet statutory obligations, set policy, establish guidelines or procedures, certify a transaction, become a receipt or provide evidence of a legal, financial, or operational or other decisions of the municipality, such as:
 - I. Copies of miscellaneous notices or memoranda concerning routine administrative matters or other minor issues;
 - II. Information copies of widely distrusted materials, such as minutes, agendas, and newsletters. Unless the information copy has been annotated to reflect significant input or for other purposes;
 - III. Preliminary drafts of letters, memoranda, or reports and other informal notes which do not represent significant steps in the preparation of a final document and which do not record decisions;
 - IV. Duplicate copies of documents in the same medium which are retained only for convenience or future distribution;

- V. Email messages and other communications that do not relate to Town business;
 - VI. Copies of publications such as published reports, administration manuals, telephone directories, catalogues, pamphlets or periodicals;
 - VII. Duplicate stocks of obsolete publications, pamphlets or blank forms;
 - VIII. Unsolicited advertising materials, including brochures, company files or pricelists.
2. **That** the Clerk or his/her designate is hereby authorized to destroy, in accordance with the Records Retention Schedule attached hereto as Schedule A and forming part of this by-law, any Corporate Record which may be in any physical or electronic formats.
3. **That** the following principles shall govern the destruction of records:
- a. no Corporate Records shall be destroyed unless first classified according to Schedule A of this by-law;
 - b. all Corporate Records shall be destroyed in a manner that preserves the confidentiality of any information contained in such records; and
 - c. any Corporate Record pertaining to pending or actual litigation or investigation or a request under privacy legislation shall not be destroyed until such corporate record is no longer required for such purpose.
4. **That** the Clerk or his/her designate is hereby delegated authority to administer the provisions of this by-law, update the Records Retention Schedule as required, and to store any Corporate Records that have been retained until the retention period prescribed in Schedule A.
5. **That** all electronic communications which have not already been deleted as Temporary Records and are older than five (5) years from the date of receipt or creation, whichever is later, can be permanently deleted, at the direction and authorization of the Clerk.
6. **That** any Temporary Records may be destroyed at any time.
7. **That** By-law No. 2003-62, being a by-law to establish to establish retention periods for certain documents and records to be kept passed on the 23rd day of September, 2003, is hereby repealed.

Read a first, second and third time and finally passed this 22nd day of May, 2018

Gary McNamara, Mayor

Laura Moy, Clerk

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	1 of 33

Primary Heading: Administration						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
A00	Administration General	Originating	1	-	1	
A01	Associations and Organizations	Originating	1	-	1	
A02	Staff Committees and Meetings	Originating	1	3	4**	
A03	Computer Systems and Architecture Information	Treasury	S	6	S+6	
A04	Conferences and Seminars	Originating	1	-	1**	archival review if sponsored by the Municipality
A05	Consultants	Originating	2	-	2**	
A06	Inventory Control	Originating	1	5	6	
A07	Office Equipment and Furniture	Originating	E	-	E	E= Disposal of item
A08	Office Services	Originating	1	-	1	
A09	Policies and Procedures	Originating	S	P	P**	
A10	Records Management	Clerk's	S	-	S	
A11	Records Disposition	Clerk's	P	-	P	

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Review

All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	2 of 33

Primary Heading: Administration						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
A12	Telecommunications Systems	Originating	S	-	S	
A13	Travel and Accommodation	Originating	1	-	1	
A14	Uniforms and Clothing	Originating	S	-	S**	
A15	Vendors and Suppliers	Originating	2	-	2	
A16	Intergovernmental Relations	Originating	1	4	5**	
A17	Accessibility of Records (F.O.I.)	Clerk's	1	1	2 years	
A18	Security	Originating	2	3	5	
A19	Facilities Construction and Renovations	Originating	E	2	E + 2** As built = until superseded	E = Completion of project. Specifications Permanent
A20	Building and Property Maintenance	Originating	2	4	6	Setup tests and manuals = Equipment removed + 1 year
A21	Facilities Bookings	Originating	1	-	1	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	3 of 33

Primary Heading: Administration						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
A22	Accessibility of Services	Clerk's	2	3	5	
A23	Information Systems Production Activity & Control	Treasury	2	-	2	
A24	Access Control & Passwords	Treasury	2	-	S	
A25	Performance Management/ Quality Assurance	CAO	S	-	S**	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	4 of 33

Primary Heading: Council and By-Laws						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
C00	Council and By-Laws - General	Originating	1	-	1	
C01	By-Laws	Clerk's	P	-	P**	Copy retention S
C02	By-Laws - Other Municipalities	Clerk's	S	-	S	
C03	Council Agenda	Clerk's	S	5	S+5	
C04	Council Minutes	Clerk's	P	-	P**	Copy retention 2 years Working notes 6 years
C05	Council Committee Agenda	Clerk's	S	-	S	
C06	Council Committee Minutes	Clerk's	P	-	P**	
C07	Elections	Clerk's	E+4 Ballot = 120 days after voting or resolution of recount	-	E+4 Ballot = 120 days after voting or resolution of recount	E= day action took effect or voting day
C08	Goals and Objectives	Originating	S	-	S**	
C09	Motions and Resolutions	Clerk's	P	-	P**	Copy retention 1 year

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	5 of 33

Primary Heading: Council and By-Laws						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
C10	Motions and Resolutions - Other Municipalities	Clerk's	S	-	S	
C11	Reports to Council	Clerk's	1	P	P**	
C12	Appointments to Boards and Committees	Clerk's	1	P	P**	
C13	Accountability Transparency & Governance	Clerk's	2		2	

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	6 of 33

Primary Heading: Development and Planning						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
D00	Development and Planning –general	Originating	1	-	1	
D01	Demographic Studies	Planning	5	5	10**	
D02	Economic Development	Planning	5	5	10**	
D03	Environment Planning	Planning	E+5		E+5**	E = expired or later of: date of offence or day evidence of offence first came to attention of person appointed under s. 5.
D04	Residential Development	Planning	5	5	10**	
D05	Natural Resources	Planning	5	-	5**	
D06	Tourism Development	Planning	5	5	10**	
D07	Condominium Plans	Planning	5	P	P	Applications = 2 years after final decision
D08	Official Plans	Clerk's	S	P	P**	Copy retention S
D09		Planning	E+1	4	E+5	E= Final decision

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	7 of 33

Primary Heading: Development and Planning						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
	Official Plan Amendment Applications					
D10	Severances	Planning	E+1	5	E+6	E= land titles registration
D11	Site Plan Control	Planning	5	P (4)	P	Application 2 years after final decision
D12	Subdivision Plans	Planning	5	P	P	Application 2 years after final decision.
D13	Planning Applications	Planning	E+2	P	P	E= Final decision
D14	Zoning	Planning	E+2	-	E+2	E= Final decision
D15	Easements	Planning	E+1	5	E+6**	E= Termination of right
D16	Encroachments	Planning	E+1	5	E+6**	E= Termination of right
D17	Annexation/ Amalgamation	Clerk's	1	P	P**	
D18	Community Improvement Projects	Planning	E+1	5	E+6**	E= Completion of project

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	8 of 33

Primary Heading: Development and Planning						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
D19	Municipal Addressing	Planning	S	10	S+10**	
D20	Reference Plans	Planning	S	P	P	
D21	Industrial/ Commercial Development	Planning	5	5	10**	
D22	Digital Mapping	Planning	S	-	S	Excludes actual data residing on these systems.
D23	Agricultural Development	Planning	5	5	10**	
D24	Background Reports for Official Plan	Planning	E+1	4	E+5	E= Final Decision
D25	Deeming Process	Planning	E+2	-	E+2	E= Final decision
D26	Development Charges Study	Planning	5	5	10**	
D27	Part Lot Control	Planning	E+1	4	E+5	E= Final decision

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	9 of 33

Primary Heading: Environmental Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
E00	Environmental Services	Originating	1	-	1	
E01	Sanitary Sewers	Works	C+1	-	C+1	Specifications = permanent
E02	Storm Sewers	Works	C+1	-	C+1**	Specifications = permanent
E03	Treatment Plants	Works	5	-	5	Specifications = permanent Plans = cease to apply + 2
E04	Trees	Works	2	3	5	
E05	Air Quality Monitoring	Engineering	E+5	-	E+5**	E = later of: date of offence or: day evidence of offence first came to attention of person appointed under s. 5
E06	Utilities	Works	2	3	5**	
E07	Waste Management	Works	2 or Cease to apply + 2	8	10 or cease to apply + 10** *** if National Guidelines apply, retention = P	Annual landfill operations report and Hazardous waste sites records – depot ceases to operate + 2

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	10 of 33

Primary Heading: Environmental Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
E08	Water Works	Works	1	14	15	Specifications =P
E09	Drains	Works	E+1	4	E+5**	Specifications =P
E10	Pits and Quarries	Works	2	3 Specifica tions =P	5** Specifica s =P	Specifications are kept for the life of the pit or quarry.
E11	Nutrient Management	Works	2	3	5** or expiry of plan + 2 years	
E12	Private Sewage Disposal Systems	Works	2	3	5**	Specifications =P
E13	Water Monitoring	Engineering	2	13	E+15	E = created, approved or plan no longer in force
E14	Water Sampling	Engineering	2	13	E+15	E = created, approved or plan no longer in force
E15	Chemical Sampling of Water	Engineering	2	13	E+15	E = created, approved or plan no longer in force
E16	Backflow Prevention and Cross Connection Control	Engineering	2	13	15	
E17	Energy Management		E+1	6	E+7	E = End of reporting period to which relates

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	11 of 33

Primary Heading: Environmental Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
E18	Natural Heritage		E+1	2	E + 3	E = end of designated year
E19	Renewable Energy		2	13	E + 15	E = created, approved or facility no longer in force
E20	Source Water Protection		15	-	E+15	E = created, approved or plan no longer in force
E21	MOE Environmental Compliance Approvals	Engineering	Cease to apply + 2 years		Cease to apply + 2 years	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	12 of 33

Primary Heading: Finance and Accounting						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
F00	Finance and Accounting – General	Originating	1		1	Do not file accounting records required for tax purposes
F01	Accounts Payable	Treasury	E+1	6	E+7	E = fiscal year end For welfare & child care payments E = provincial government year end
F02	Accounts Receivable	Treasury	E+1	6	E+7	
F03	Audits	Treasury	1	5	6	
F04	Banking	Treasury	1	5	6	
F05	Budgets and Estimates	Treasury	1	5	6**	
F06	Assets	Treasury	E+1	5	E+6**	E= Disposal of asset
F07	Cheques	Treasury	1	5	6	
F08	Debentures and Bonds	Treasury	E+1	5	E+6	E= Debentures surrendered for exchange/cancellation
F09	Employee and Council Expenses	Treasury	E+1	6	E+7	E = the end of the fiscal year
F10	Financial Statements	Treasury	2	P	P**	E = the end of the fiscal year

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	13 of 33

Primary Heading: Finance and Accounting						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
						Mortgage related = 10 years
F11	Grants and Loans	Treasury	E+1	5	E+6	E = repayment of loan
F12	Investments	Treasury	E+1	5	E+6	E= Closure of account
F13	Journal Vouchers	Treasury	E+1	5	E+6	E = the end of the fiscal year
F14	Subsidiary Ledgers Registers and Journals	Treasury	E+1	6	E+7**	E = the end of the fiscal year
F15	General Ledgers and Journals	Treasury	1	P	P	
F16	Payroll	Treasury	E+1	5	E+6	E = End of fiscal year
F17	Purchase Orders and Requisitions	Treasury	E+1	5	E+6	E = the end of the fiscal year
F18	Quotations and Tenders	Treasury	1	5	6**	Unsuccessful bids - retain for 1 year from contract award
F19	Receipts	Treasury	1	5	6	
F20	Reserve Funds	Treasury	1	5	6	

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	14 of 33

Primary Heading: Finance and Accounting						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
F21	Revenues	Treasury	1	5	6 (7)	Records related to mortgages must be kept for 10 years.
F22	Taxes and Records	Clerk's	S	P	P	
F23	Write Offs	Treasury	1	5	6	Court services write-offs – 37 years
F24	Trust Funds	Originating	E	7	E + 7	E= fiscal year or last day of residence
F25	Security Deposit	Treasury	E	6	E+6	E= Closure of account
F26	Working Papers	Treasury	E+1	-	E+1	E= After completion of audit

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - **Event**
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	15 of 33

Primary Heading: Human Resources						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
H00	Human Resources – general	Originating	1	-	1	
H01	Attendance and Scheduling	Personnel	3	-	3**	
H02	Benefits	Personnel	S	-	S	
H03	Employee Records	Personnel	E+3 Drinking Water system trainee: E + 5 years Long-term care home staff: E + 7 years	Firefighter employment terms: E + 25 years	E+3** Drinking Water system training record – 5 years Long-term care home staff: E + 7 Firefighter employment terms = 25 years	E = date employee ceased to be employed by employer
H04	Health and Safety	Personnel	1	2	3	Accident reports for construction projects retained with project 1 year after project completion
H05	Human Resource Planning	Personnel	1	-	1**	
H06	Job Descriptions	Personnel	S	-	S**	
H07	Labour Relations	Personnel	E	10	E+10**	E= Expiry of contract period

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	16 of 33

Primary Heading: Human Resources						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
H08	Organization	Originating	S	-	S**	
H09	Salary Planning	Personnel	5	-	5	
H10	Pension Records	Personnel	E+6	-	E+6	E= Termination of employee After Death of Employee
H11	Recruitment	Personnel	1	-	1**	
H12	Training and Development	Personnel	E+2	-	E+2**	Only courses developed and presented by the Municipality are subject to archival selection E = Date when that particular course ceases to be offered
H13	Claims	Personnel	E+1	2	E+3 Hazardous exposure claims = longer of 40 years or 20 years after last record made	E = Resolution of claim. Records related to exposure to airborne acrylonitrile benzene, lead mercury, silica vinyl chloride arsenic

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	17 of 33

Primary Heading: Human Resources						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
						ethylene oxide or asbestos must be kept longer
H14	Grievances	Personnel	E+1	9	E+10	E = Resolution of claim.
H15	Harassment And Violence	Personnel	E+1	2	E+3	E = Resolution of complaint
H16	Criminal Background Checks	Personnel	E+2	5	E+7	E = date employee ceased to be employed by employer
H17	Employee Medical Records – Hazardous Materials	Personnel	E+2	38	E+40 or 20 years after last record of exposure	
H18	Employee Medical Records	Personnel	E+1	2	E+3	E = When STD/LTD claims are resolved
H19	Disability Management	Personnel	E+2	3	E + 5	E = day issued or earlier as may be specified by Commission
H20	Confined Spaces	Personnel	E+1	-	E+1 and 2 most recent records retained	Longer of: 1 year after the document was created, or: The period necessary to ensure 2 most

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Review

All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	18 of 33

Primary Heading: Human Resources						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
						recent records retained

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - **Event**
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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	19 of 33

Primary Heading: Justice						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
J00	Justice General	Originating	2	2	4	
J01	Certificates of Offence (Part 1)	Court Services	2	-	2	From date of Completion
J02	Control Lists Information (Part 3)	Court Services	3	3	6	From date of Completion
J03	Control Lists	Court Services	2	2	4	
J04	Court Dockets	Court Services	3		3 Statement of defence – not set to trial = 5	
J05	Transcripts and Records of Court Proceedings	Court Services	2	4	6	Reporters Records are subject to archival selection
J06	Enforcements & Suspensions	Court Services	2	6	8	
J07	Appeals & Transfers	Court Services	3	4	7	
J08	Statistics	Court Services	2	6	8	
J09	Disclosure	Court Services	2	4	6	

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C - Current Year; ****** - Subject to Archival Review
All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	20 of 33

Primary Heading: Justice						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
J10	Certificates of Conviction Part 2	Court Services	2	4	6	

Legend: **P** - Permanent; * - Maximum Copy Retention; **S** - Superseded; **E** - **Event**
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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	21 of 33

Primary Heading: Legal Affairs						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
L00	Legal Affairs – general	Originating	1	-	1	
L01	Appeals and Hearings	Clerk's	E	P	P	E= Resolution of appeal
L02	Claims Against the Municipality	Clerk's	E	1	E+1	E= Resolution of claim and all appeals
L03	Claims By the Municipality	Clerk's	E	1	E+1	E= Resolution of claims and all appeals
L04	Contracts and Agreements - Under By-Law	Clerk's	E+2	13	E+15**	E= act or omission on which claim is based took place
L05	Insurance Appraisals	Clerk's	E+1	14	E+15	E= After a new appraisal has been done
L06	Insurance Policies	Clerk's	E+1	14	E+15	E= Expiry of policy
L07	Land Acquisition and Sale	Clerk's	E	10	E+10**	E= Property disposition renewable energy projects agreements terms may not be more than 50 years
L08	Opinions and Briefs	Clerk's	S	-	S**	

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C - Current Year; ****** - Subject to Archival Review

All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	22 of 33

Primary Heading: Legal Affairs						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
L09	Precedents	Clerk's	S	-	S**	
L10	Federal Legislation	Originating	S	-	S	
L11	Provincial Legislation	Originating	S	-	S	
L12	Vital Statistics	Clerk's	2	P	P	Marriage licences 2 years
L13	Prosecutions	Originating	E	7	E+7	E= Delivery of judgement
L14	Contracts and Agreements – Simple	Clerk's	E+1	1 long term care service providers = 6	E+2** Long term care service providers = expiry + 7	E= Expiry of contract

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Review
All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	23 of 33

Primary Heading: Media and Public Relations						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Ret.	Remarks
M00	Media and Public Relations -General	Originating	1	-	1	
M01	Advertising	Originating	1	-	1**	
M02	Ceremonies and Events	Originating	1	4	5**	
M03	Charitable Campaigns/Fund Raising	Originating	1	-	1	
M04	Complaints Commendations and Inquiries	Originating	1	-	1**	
M05	News Clippings	Originating	1	-	1**	
M06	News Releases	Originating	1	-	1**	
M07	Publications	Originating	S	-	S** S+3 if publication is subject to copyright or trademark	
M08	Speeches and Presentations	Originating	1	2	3**	
M09	Visual Identity and Insignia	Clerk's	S	5	S+5**	
M10	Website & Social Media Content	Originating	S	-	S	

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	24 of 33

Primary Heading: Media and Public Relations						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Ret.	Remarks
M11	Public Relations and Public Awareness Campaigns	Originating	1	4	5**	

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All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	25 of 33

Primary Heading: Protection and Enforcement Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
P00	Protection & Enforcement Services – general	Originating	1	-	1	
P01	By-law Enforcement	Originating	2	4	6**	
P02	Daily Occurrence Logs	Originating	1	4	5**	
P03	Emergency Planning	Originating	S	-	S** or E + 5 if Canadian Environmental Protection Act applies	E = expiry of plan
P04	Hazardous Materials	Originating	S+1	4	S+5 7 years for tank removal + 7 years if Canadian Environmental Protection Act applies	
P05	Incident/ Accident Reports	Originating	E	1	E+1 and 2 most recent records retained	E= One year or such longer period as is necessary to ensure that the two most recent reports or records are on file
P06	Building and Structural Inspections	Building	S	2	E+2 for inspections maintenance and testing related to the fire code	
P07	Health Inspections	Public Health	S	-	S	

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
C - Current Year; ****** - Subject to Archival Review

All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	26 of 33

Primary Heading: Protection and Enforcement Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
P08	Investigations	Originating	2	8	10**	
P09	Licences	Clerk's	E	2	E+2	E= Expiry of licence
P10	Building Permits	Building	2 Resident ial permits = 5	P	P	
P11	Permits Other	Originating	E	2	E+2	E= Expiry of permit
P12	Warrants	Court Services By-law Services	E+1	1	E + 2 Court services search warrants – 40 years	E= Execution of warrant Search warrants are subject to archival selection
P13	Criminal Records	Court Services By-law Services	E	5	E+5	E= Occurrence/ investigation closed or disposition of charge
P14	Animal Control	Originating	E+2	-	E+2	E = date animal was last in the pound
P15	Community Protection Programs	Originating	S	2	S+2** Surveillance video 72 hours unless requisitioned for use If requisitioned for use (MFIPPA or other investigation) = S+2	
P16	Emergency Services	Originating	S	2	S+2	
P17	EMS Incident & Impact Reports	EMS	S+2	3	S+5	

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C - Current Year; ****** - Subject to Archival Review

All numbers in retention columns refer to years unless otherwise specified

Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	27 of 33

Primary Heading: Protection and Enforcement Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
P18	EMS Accident Reports	EMS	S	5	S+5	
P19	EMS Accident Statistics	EMS	S	2	S+2	
P20	Prohibition Notices & Orders	Legal	15	-	15	
P21	Nevada Lottery				E+6	
P22	Bingo Lottery				E+6	
P23	Raffle Lottery				E+6	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	28 of 33

Primary Heading: Social and Health Care Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
S00	Social and Health Care Services - general	Originating	1	-	1	
S01	Children's Day Nursery Services	Originating	E+2	- Water testing and reporting records = 4	E+2 Water testing and reporting records = 6 years	Fire drills are kept 2 years and Inspection reports are kept for 2 years
S02	Elderly Assistance	Comm Service	2	5	7 Menus = 1 Fire drills = 2	Fire drills 2 years
S03	Long Term Care Facility Residents	Comm Service	E+2	8	E+10	E= Date of last entry.
S04	Social Assistance Programs	Comm Service	2	8	10	
S05	Ontario Works Case Records	Comm Service	E+1	4 9 if outstanding family support issues	E+5 5 years and no ongoing fraud E + 10 if outstanding family support issues	E = applies to an applicant or recipient's case file in total and the documentation contained in the case file.
S06	Medical Case Records	Public Health	E+1	-	E+1	E=1 year or shorter "as set out in by-law or resolution made by the institution. . ." or on consent
S07	Children's Services	Comm Service	3	-	3	Records of handicapped children are kept for at least 3 years after discharge.
S08	Public Health	Public Health	2	3	5	
S09	Cemetery Records	Clerk's	2	P	P** Transfer to archives if no longer managed	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	29 of 33

Primary Heading: Social and Health Care Services						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
					Burial permits = 2	
S10	Day Nursery Case Records	Comm Service	E+3		Last participated date + 3	

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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	30 of 33

Primary Heading: Recreation and Culture						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
R00	Recreation and Culture -general	Originating	1		1	
R01	Heritage Preservation	Clerk's	E	-	E**	E= Removal of designation
R02	Library Services	Clerk's	2	3	5	
R03	Museum and Archival Services	Clerk's	1	-	1**	
R04	Parks Management	Parks & Recreation	2	3	5** Playground equipment maintenance = P	
R05	Recreational Facilities	Parks & Recreation	2	3	5 As built = until superseded	Architectural and engineering drawings As Built = keep until superseded
R06	Recreational Programming	Parks & Recreation	1	-	1**	

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	31 of 33

Primary Heading: Transportation						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
T00	Transportation -general	Originating	1	-	1	
T01	Illumination	Works	E	6	E+6 Specifications = P	E= Removal of the equipment
T02	Parking	Works	E	6	E+6	E= Closure of lot or space
T03	Public Transit	Works	E	1	E+1**	E= Closure of route/ shelter/ stop
T04	Road Construction	Works	E	1	E+1** Specifications = P	E = project finished
T05	Road Design and Planning	Works	E	1	E+1** Specifications = P	E = project finished
T06	Road Maintenance	Works	E	1	E+1 Specifications = P	E = project finished Road salt usage = 7 years if Canadian Environmental Protection Act applies
T07	Signs and Signals	Works	E	1	E+1	E= Removal of sign/signal
T08	Traffic	Works	E	1	E+1**	E = project finished Temporary road closures 2 years

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - Event
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	32 of 33

Primary Heading: Transportation						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
T09	Roads and Lanes Closures	Works	E	1	E+1**	Event = project finished
T10	Field Survey/Road Survey Books	Works	E	1	E+1	E = project finished
T11	Bridges	Works	E	1	E+1 Specifications = P	E = project finished

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - **Event**
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Records Retention	RECORDS MANAGEMENT	February 2018
Schedule A	Records Retention Schedule	33 of 33

Primary Heading: Vehicles and Equipment						
Class Code	Secondary Heading	Responsible Dept.	Keep* Dept.	Off Site	Total Retention	Remarks
V00	Vehicles and Equipment - general	Originating	1	-	1	
V01	Fleet Management	Originating	E+1	1	E+2 Daily Inspection Logs = 6 months from last entry	E = termination of lease
V02	Mobile Equipment	Originating	E+1	-	E+1	E= Disposal of equipment
V03	Transportable Equipment	Originating	E+1	-	E+1	E = Disposal of equipment
V04	Protective Equipment	Originating	E+1	-	E+1	E = Disposal of equipment
V05	Ancillary Equipment	Originating	E+1	-	E+1 Set-up tests = until superseded	E = Disposal of equipment minimum 5 years for small water system equipment

Legend: **P** - Permanent; ***** - Maximum Copy Retention; **S** - Superseded; **E** - **Event**
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KPMG LLP
3200 Deziel Drive, 618 Greenwood Centre
Windsor ON N8W 5K8
Canada
Tel 519 251-3500
Fax 519 251-3530

PRIVATE AND CONFIDENTIAL

Ms. Laura Moy
Director of Corporate Services/Clerk
Town of Tecumseh
Lesperance Road
Tecumseh, ON N8N 1W9

February 26, 2018

Dear Ms. Moy:

I have received your email dated February 15, 2018, regarding the updated retention schedule for your Records Retention By-law. I have reviewed the retention schedule and do not have any suggestions for amendment as it is our view that the schedule is adequate in terms of record retention.

Yours very truly,

A handwritten signature in cursive script that reads "Cynthia A. Swift".

Cynthia A. Swift, CPA, CA
Partner
(519) 251-3520
caswift@kpmg.ca

CS:mm



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Chad Jeffery, Manager Planning Services

Date to Council: May 22, 2018

Report Number: PBS-2018-17

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty)
Planning Application and Permit Fee Grant
OUR FILE: D18 CIPFIP - CIP-03/18

Recommendations

It is recommended:

1. **That** the Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 12214 Tecumseh Road (Roll No. 3744060000001700), **be approved and deemed eligible** for the following Financial Incentive(s) in accordance with Section 11.3 (5):

- i) Planning Application and Permit Fee Grant, for a total amount of \$600.00 toward the building permit fee cost associated with the above-noted property

all of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and PBS-2018-17.

Background

On January 12, 2016, Council adopted the Tecumseh Road Main Street Community Improvement Plan (CIP) in accordance with Section 28(2) of the Planning Act. The CIP applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115

properties with a mix of commercial and residential along with many tracks of underutilized land.

The CIP establishes a community developed vision and provides a means for planning and promoting development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered Owners and tenants of land and buildings within the CIP Area.

Attachment 1 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.



Comments

Past Approvals and Current Proposal

Over the past few years, Town Administration has met with the Owner of the commercial property located at 12214 Tecumseh Road (see Attachments 2 and 2A for location) regarding improvements to the building/property. The subject property is currently occupied by the Buckingham Realty professional offices. In 2016, the Owner applied for and was granted a CIP grant in the amount of \$1,475 to assist in the preparation of construction drawings associated with proposed building façade improvement to the building. Financial incentives for façade improvements are contemplated by the CIP subject to the proposed improvements meeting the design guidelines established in the CIP. Subsequent to this approval, in 2017, the Owner applied for and was granted \$15,000 to assist in the construction of the aforementioned building façade improvements. Works related to this building façade improvement are currently underway. The Owner applied for and was granted a building permit application in order to facilitate the construction of the building façade restoration. The fee for this building permit was \$600.00.

Proposed Grant Details

Based on the foregoing, the Owner has now submitted a Financial Incentive Program Grant Application seeking financial incentives under the Planning Application and Permit Fee Grant in the amount of \$600 (i.e. the cost of the building permit). This grant provides funding of up to \$2,000 towards the costs of permit fees paid for approved projects.

The Planning Application and Permit Fee Grant application has been reviewed/evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that the application be approved and be deemed eligible in accordance with Section 11.3 (5) of the CIP.

Next Steps

Upon Council approval, a letter from the Town to the Owner advising of Council's approval will represent a grant commitment. Once the works associated with the previously approved building façade improvements grants are completed and inspected by the Town for compliance, the Planning Application and Permit Fee Grant will be issued.

Consultations

Planning & Building Services
Financial Services
Fire & Emergency Services

Financial Implications

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. The \$417,000 is the sum of annual maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2018 budget includes CIP grant funding of \$125,000. An additional \$88,631 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$213,631 in funds available for 2018. To date, two CIP grant fund applications have been approved during 2018, thus the current available funding total is \$209,631.

Upon approval of the recommendations of this report, remaining available program funds for 2018 will be \$209,031 as referenced in the table in Attachment 3.

Link to Strategic Priorities

Applicable	2017-18 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	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 Chief Administrative Officer.

Prepared by:

Enrico DeCecco, BA (Hons), MCIP, RPP
Junior Planner

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

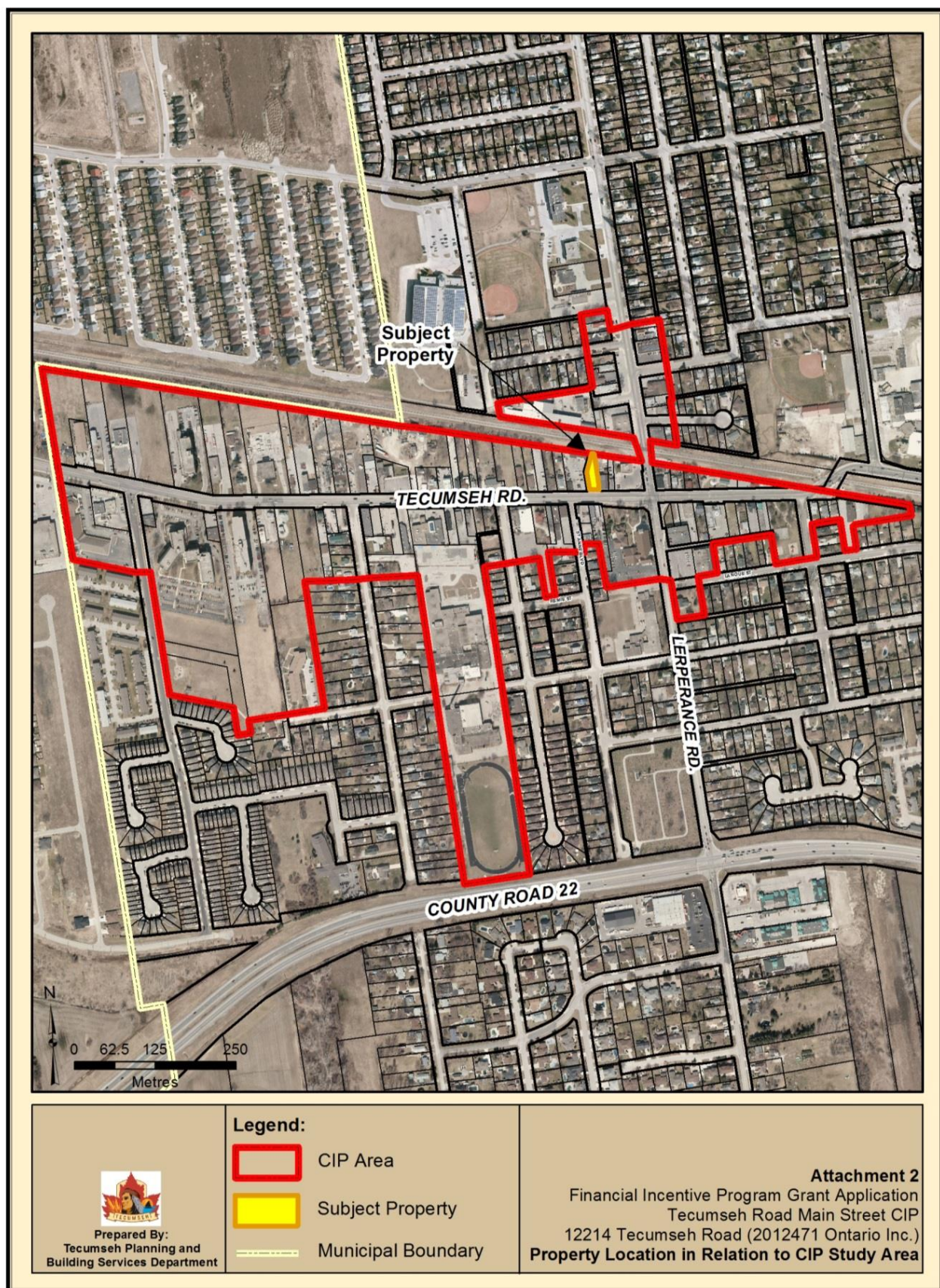
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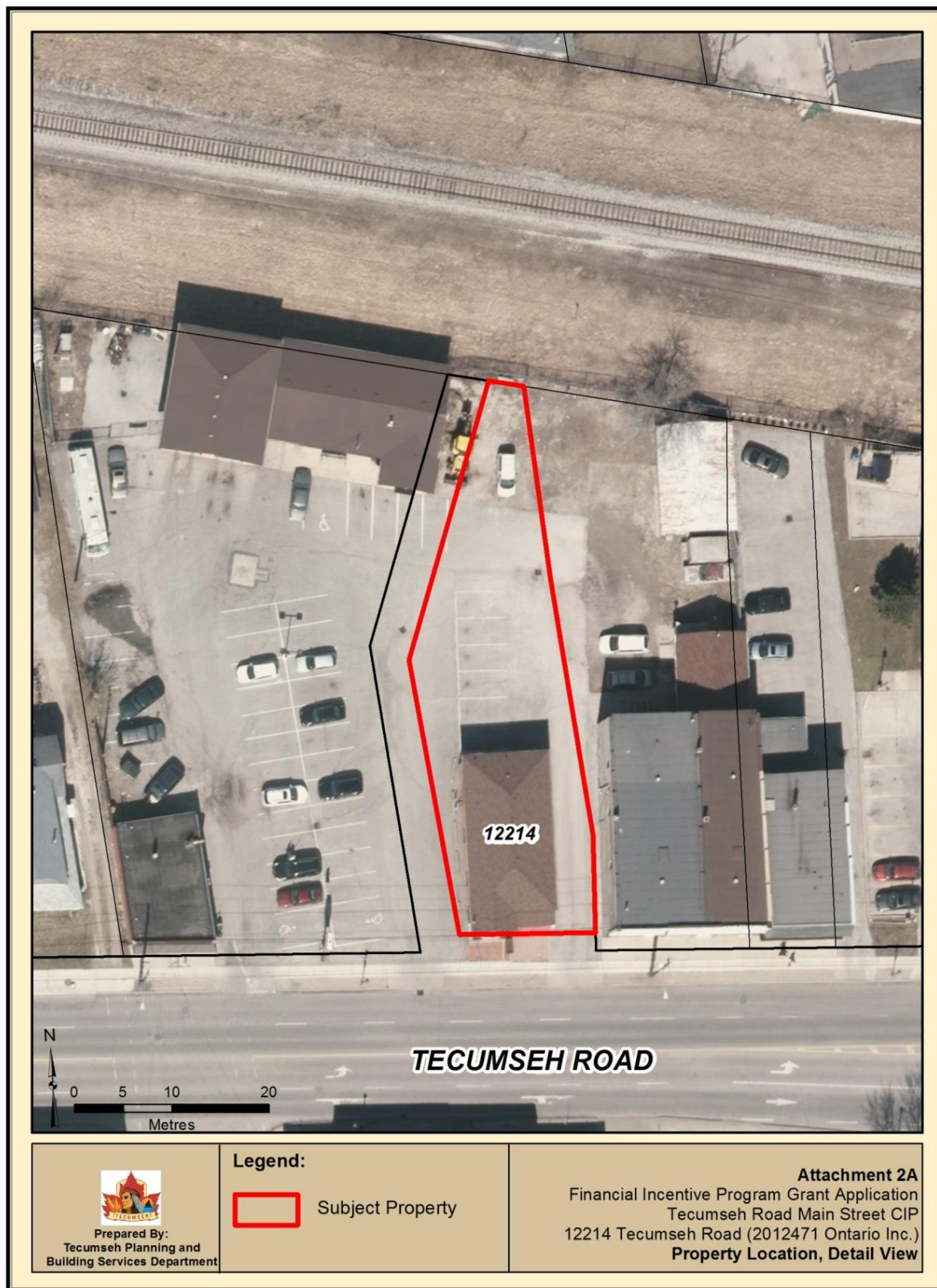
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|----|---|
| 1 | CIP Support Programs and Incentives Summary |
| 2 | Property Location in Relation to CIP Study Area |
| 2A | Property Location, Detail View |
| 3 | CIP Incentives Financial Summary |

Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty)
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of \$3,000 with a maximum of one study per property.	\$15,000
Planning Application and Permit Fee Grant Program	Grant will be provided for 100% of the normal application or permit fees paid by the applicant to a maximum of \$2,000 for approved projects.	\$10,000
Development Charges Grant Program	One-time grant of an amount equivalent to the Town of Tecumseh Development Charge for the buildings being constructed.	\$200,000
Building Façade Improvement Grant Program (BFIP)	Matching grant of 50% of the cost of eligible façade improvements to existing commercial properties to a maximum grant of \$15,000, with a maximum of one grant per property per year. Improvements must cost \$2,000 or greater to be eligible.	\$45,000
Building and Property Improvement Grant Program (BPIG)	Amount to be determined based upon the incremental increase in the municipal taxes that results from the work being completed.	N/A
Building Rehabilitation Loan Program (BRLP)	Loan equivalent to a proportion of the work value and on a matching funds basis, to a maximum of 50% of eligible costs. The maximum loan is \$15,000.	N/A
Residential Grant Program (RGP)	Grant equal to the cost of rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space rehabilitated or constructed, to a maximum grant of \$20,000 per unit.	\$100,000
Parking Area Improvement Program (PAIP)	Matching grant of 50% of the cost of eligible parking area improvement work to a maximum grant of \$10,000, with a maximum of one grant per property per year.	\$30,000
Sidewalk Café Grant Program	One-time grant of 50% of the cost, up to a maximum of \$2,000 for the design of a sidewalk café. Additionally, the Town will provide eligible candidates an annual grant of 50% of the costs for related work, up to a maximum of \$2,000.	\$12,000
Mural/Public Art Program	One-time grant of a maximum of \$1,000.	\$5,000





Attachment 3
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12214 Tecumseh Road (2012471 Ontario Inc. / Buckingham Realty)
CIP Incentives Financial Summary Charts

CIP Incentives Summary - Year-to-Date May 8, 2018				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 3,000		\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ 600	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ 1,000		\$ -
	\$ 417,000	\$ 4,000	\$ 600	\$ -
Actual Budget Allocations:				
2018	\$ 125,000			
Prior Years - Carry-forward	\$ 88,631			
Total Available for 2018	\$ 213,631			
2018 Annual Funding Shortfall including carry-overs	\$ (203,369)			
Total Available for 2018 less Projects Committed		\$ 209,631		
Remaining Available less Projects Proposed			\$ 209,031	

CIP Approved Projects and Funding Since Inception											
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	PB Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000		PBS 2018-16
Total		\$ 4,475	\$ 2,000	\$ 238,907	\$ 45,000	\$ -	\$ -	\$ 4,000	\$ 1,000	\$ 294,382	



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Chad Jeffery, Manager Planning Services

Date to Council: May 22, 2018

Report Number: PBS-2018-18

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1071 Lesperance Road – c/o Lesperance Square Inc.
Building Façade Improvement Grant Program,
Residential Grant Program and Development Charges Grant Program
OUR FILE: D18 CIPFIP - CIP-04/18

Recommendations

It is recommended:

1. **That** the Grant Application for the Tecumseh Road Main Street Community Improvement Plan Financial Incentive Program, for the property located at 1071 Lesperance Road (Roll No. 374406000005100), **be approved and deemed eligible** for the following Financial Incentive(s) in accordance with Section 11.3 (5):
 - i) Building Façade Improvement Grant, for a total amount of \$15,000.00 towards the building façade improvements to the existing building;
 - ii) Residential Grant Program, for a total amount of \$40,000 towards the costs associated with the rehabilitation and construction on the existing second floor residential unit and the conversion of the unit into two separate residential units; and
 - iii) Development Charges Grant Program, for a total amount of \$5,416, being the development charge rate for the newly proposed one-bedroom residential unit on the second floor

all of which is in accordance with the Tecumseh Road Main Street Community Improvement Plan and PBS-2018-18

Background

On January 12, 2016, Council adopted the Tecumseh Road Main Street Community Improvement Plan (CIP) in accordance with Section 28(2) of the Planning Act. The CIP applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracks of underutilized land.



The CIP establishes a community developed vision and provides a means for planning and promoting development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered Owners and tenants of land and buildings within the CIP Area. Attachment 1 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.

Comments

Past Approvals and Current Proposal

In April of 2018, the Owner of the commercial property located at 1071 Lesperance Road (see Attachments 2 and 2A for location) received \$3,000 funding approval by Council under the Planning, Design and Architectural Grant program towards the cost to prepare drawings on a proposed building façade improvement for the commercial building located on the property. The subject property is currently occupied by a restaurant with an accessory residential apartment on the second floor.

The Owner is now proposing to improve the exterior building façade in accordance with the architectural drawings that received funding approval by the Town (see Attachment 3). The

proposed works meet the design guidelines of the CIP and the criteria of the Building Façade Improvement Grant. In addition, the Owner is also proposing to convert the existing residential apartment on the second floor into two, one-bedroom apartment units (see Attachment 4).

The Owner met with Town Administration to determine whether the works mentioned above would qualify for financial incentives under the CIP. Building façade improvements are contemplated by the CIP subject to meeting the design guidelines established in the CIP. The Building Façade Improvement Grant program offers a matching grant of 50% of the costs associated with improvements to existing commercial properties to a maximum grant of \$15,000.

In addition, the Residential Grant Program provides funding towards the costs associated with rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space (to a maximum of \$20,000 per unit). As part of the creation of one additional residential unit, the Owner will also be able to seek funding through the Development Charges Grant Program, which grants back development charges for development within the CIP area. The current development charge rate for a one-bedroom apartment unit is \$5,416. The development charge will be payable upon building permit issuance, but will then be reimbursed to the Owner once final inspections are complete.

Proposed Grant Details

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the:

1. Building Façade Improvement Grant, for a total amount of \$15,000.00 towards the building façade improvements to the existing building;
2. Residential Grant Program, for a total amount of \$40,000 towards the costs associated with the rehabilitation and construction of the existing second floor residential unit and the conversion of the unit into two separate residential units; and
3. Development Charges Grant Program, for a total amount of \$5,416, being the development charge rate for the newly proposed one-bedroom residential unit on the second floor.

As required by the CIP, the Owner has provided two reliable cost estimates for each applicable project, as identified below (note: HST is not included as part of the grants):

Cost estimates for building façade improvements:

1. James Sylvestre Enterprises - \$42,000
2. Suburban Quality Construction Homes - \$35,000

Cost estimates for the residential conversion (both units):

1. James Sylvestre Enterprises - \$165,000
2. Suburban Quality Construction Homes - \$140,000

The aforementioned CIP grant program applications have been reviewed/evaluated by Town Administration against the requirements of the CIP. Town Administration has no concerns with the application and recommends that the application be approved and be deemed eligible in accordance with Section 11.3 (5) of the CIP.

Next Steps

Upon Council approval, a letter from the Town to the applicant advising of Council's approval will represent a grant commitment. The CIP establishes the following:

- i) Upon completion of the proposed works, Town Administration will conduct a final inspection to ensure that the works have been completed in accordance with the details provided in the application and that all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, the aforementioned grant amount will be provided to the Owner;
- ii) The application may be cancelled if work does not commence within a six-month period or if the approved works are not completed within a one-year period from the date of Council approval; and
- iii) Extensions will be considered on a case by case basis.

Consultations

Planning & Building Services
Financial Services
Fire & Emergency Services

Financial Implications

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. The \$417,000 is the sum of annual maximum limits per individual incentive program category within the CIP. Actual incentives available will depend on approved budget funding.

The 2018 budget includes CIP grant funding of \$125,000. An additional \$88,631 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$213,631 in funds available for 2018. To date, two CIP grant fund applications have been approved during 2018, plus one additional application is being proposed for Council approval by way of separate report (PBS-2018-17), thus the current available funding total (if the other proposed application is approved) will be \$209,031.

Upon approval of the recommendations of this report, remaining available program funds for 2018 will be \$148,615 as referenced in the table in Attachment 5.

Link to Strategic Priorities

Applicable	2017-18 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	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 Chief Administrative Officer.

Prepared by:

Enrico DeCecco, BA (Hons), MCIP, RPP
Junior Planner

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

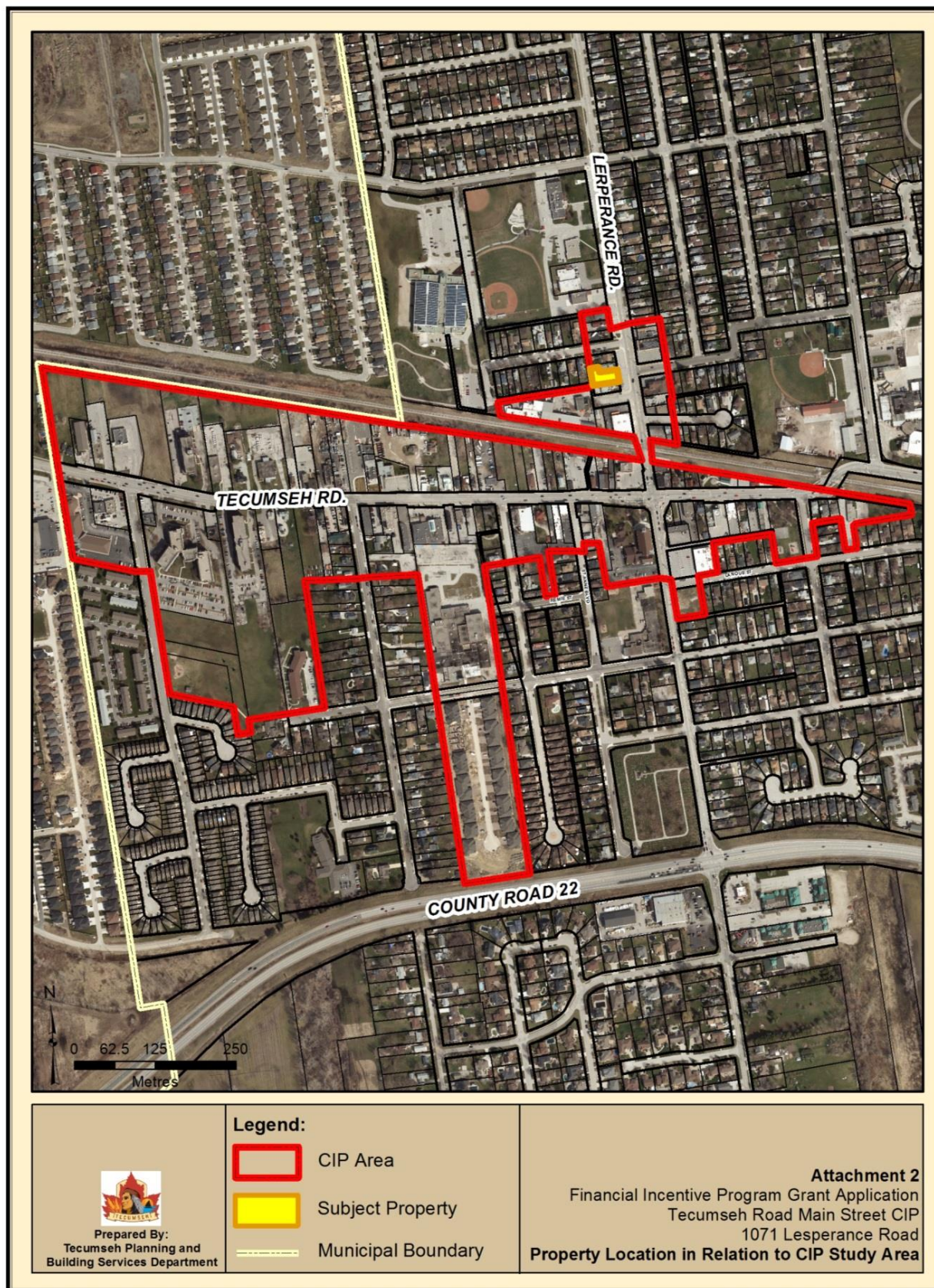
Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment Number	Attachment Name
1	CIP Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View
3	Proposed Façade Improvement Drawing
4	Proposed Residential Conversion Floor Plan
5	CIP Incentives Financial Summary

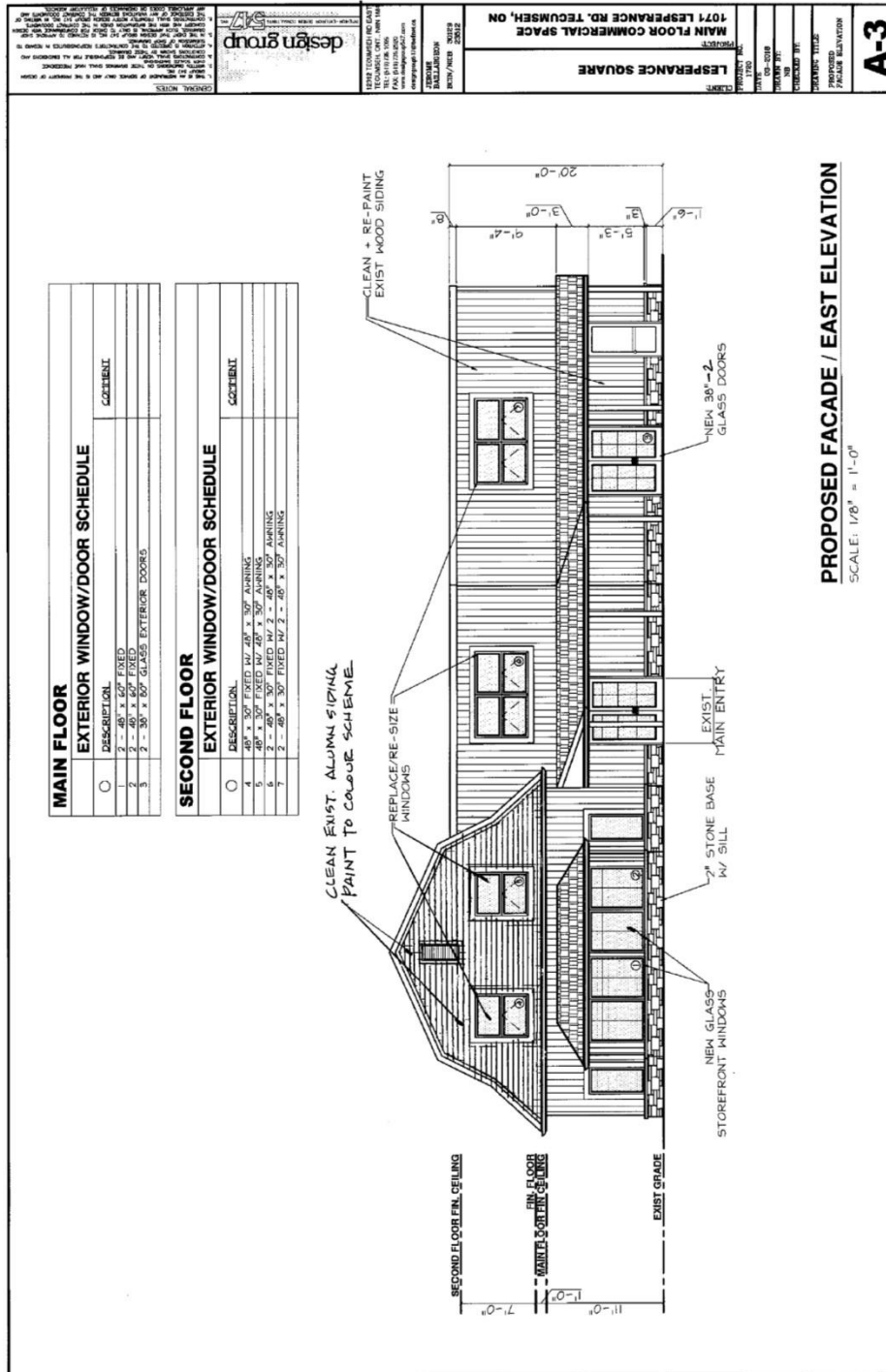
Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1071 Lesperance Road
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

Grant Program	Monetary Incentive	Annual Program Allocation
Planning, Design, and Architectural Grants	Matching grant of 50% of the cost of eligible planning, design and architectural work to a maximum grant of \$3,000 with a maximum of one study per property.	\$15,000
Planning Application and Permit Fee Grant Program	Grant will be provided for 100% of the normal application or permit fees paid by the applicant to a maximum of \$2,000 for approved projects.	\$10,000
Development Charges Grant Program	One-time grant of an amount equivalent to the Town of Tecumseh Development Charge for the buildings being constructed.	\$200,000
Building Façade Improvement Grant Program (BFIP)	Matching grant of 50% of the cost of eligible façade improvements to existing commercial properties to a maximum grant of \$15,000, with a maximum of one grant per property per year. Improvements must cost \$2,000 or greater to be eligible.	\$45,000
Building and Property Improvement Grant Program (BPIG)	Amount to be determined based upon the incremental increase in the municipal taxes that results from the work being completed.	N/A
Building Rehabilitation Loan Program (BRLP)	Loan equivalent to a proportion of the work value and on a matching funds basis, to a maximum of 50% of eligible costs. The maximum loan is \$15,000.	N/A
Residential Grant Program (RGP)	Grant equal to the cost of rehabilitating existing residential units and/or constructing new residential units on the basis of \$30 per square foot of habitable floor space rehabilitated or constructed, to a maximum grant of \$20,000 per unit.	\$100,000
Parking Area Improvement Program (PAIP)	Matching grant of 50% of the cost of eligible parking area improvement work to a maximum grant of \$10,000, with a maximum of one grant per property per year.	\$30,000
Sidewalk Café Grant Program	One-time grant of 50% of the cost, up to a maximum of \$2,000 for the design of a sidewalk café. Additionally, the Town will provide eligible candidates an annual grant of 50% of the costs for related work, up to a maximum of \$2,000.	\$12,000
Mural/Public Art Program	One-time grant of a maximum of \$1,000.	\$5,000





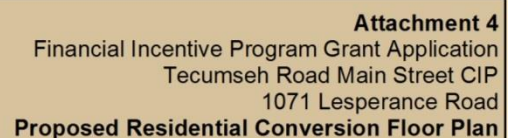


View looking west from Lesperance Road



Prepared By:
 Tecumseh Planning and
 Building Services Department

Attachment 3
 Financial Incentive Program Grant Application
 Tecumseh Road Main Street CIP
 1071 Lesperance Road
 Proposed Facade Improvement Drawing



Attachment 5
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
1071 Lesperance Road
CIP Incentives Financial Summary Charts

CIP Incentives Summary - Year-to-Date May 8, 2018				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 3,000		\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000		\$ 600	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ 5,416	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ 15,000	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ 40,000	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ 1,000		\$ -
	\$ 417,000	\$ 4,000	\$ 61,016	\$ -
Actual Budget Allocations:				
2018	\$ 125,000			
Prior Years - Carry-forward	\$ 88,631			
Total Available for 2018	\$ 213,631			
2018 Annual Funding Shortfall including carry-overs	\$ (203,369)			
Total Available for 2018 less Projects Committed		\$ 209,631		
Remaining Available less Projects Proposed			\$ 148,615	

CIP Approved Projects and Funding Since Inception											
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	PB Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000		PBS 2018-16
Total		\$ 4,475	\$ 2,000	\$ 238,907	\$ 45,000	\$ -	\$ -	\$ 4,000	\$ 1,000	\$ 294,382	



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Kirby McArdle, Manager Roads & Fleet

Date to Council: May 22, 2018

Report Number: PWES-2018-14

Subject: Lesperance Road Bike Lane Pavement Markings

Recommendations

It is recommended:

That Report PWES-2018-14 Lesperance Road Bike Lane Pavement Markings be **received**;

And that a Public Information Centre on Lesperance Road Bike Lane Pavement Markings **be held** as soon as possible to gather public input on the project.

Background

At the July 28, 2015 and February 16, 2016 meetings of Council, a request was made for Administration to investigate the feasibility of removing the two way left turn lane pavement markings and placing new pavement markings near the curb lines along Lesperance Road to create dedicated bike lanes.

Administration advised Council that a traffic analysis was required to ensure there would be no negative impacts on the vehicular capacity of Lesperance Road nor would a reduction in intersection performance result from this proposed change. It was determined that the analysis would be included in the Tecumseh Transportation Master Plan (TTMP). The TTMP analysis concluded that the removal of the centre turn lane and placing pavement markings for bike lanes along the curb was technically feasible.

Administration and the Town's transportation engineers developed the remaining portion of the TTMP in 2016, which included the Active Transportation Component. As part of the TTMP process, consultation with the public was held to receive input from the public on the recommendation of the principles, policies and network framework in the TTMP. A Public

Information Centre (PIC) was held in 2016 to allow for public comment on the TTMP. There was no separate PIC held for the Lesperance Road Bike Lane Pavement Markings project.

At the regular meeting of Council on June 27, 2017, PWES provided Report 32/17 *Dedicated Bike Lane Pavement Markings on Lesperance Road* to Council with a recommendation that consideration be given to carrying out the pavement marking painting to create the dedicated bike lanes. It was further determined that the project needed to be included in the 2018 PWES Master Plan. The Lesperance Road Bike Lane Pavement Markings project was included in the 2018 PWES Master Plan at an estimated cost of \$110,000. Approved external funding sources for a significant portion of this estimated cost is from the County Wide Active Transportation Study Municipal Partnership Program and the Ontario Municipal Commuter Cycling Program.

Comments

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

The operating space for cyclists is an important factor in bikeway facility design. Cyclists need a certain amount of space to maintain stability. According to Book 18 of the Ontario Traffic Manual, the operating space is determined by examining typical bicycle dimensions, space requirements for manoeuvring, horizontal clearance and vertical height. Operating characteristics vary considerably from cyclist to cyclist due to differing types of bicycles, varying abilities or the surrounding environment. This latter category includes traffic volumes, vehicle mix, speed, geometric alignments and topographical conditions.

An operating width of 1.2 to 1.5 meters is sufficient to accommodate the forward movement of the majority of cyclists. This dimension is greater than the actual width occupied since it takes into account the natural side-to-side movement that can vary according to speed, wind and the ability of the cyclist. A diagram of the existing condition and proposed bike lanes is attached to this report.

Given the commitment to promote Active Transportation and balance the level of service for all transportation modes it was approved in the TTMP that the existing cross-section of Lesperance Road from Riverside Drive to McNorton Street be modified to add cycling lanes.

As Lesperance Road is a major arterial with an average daily traffic volume of approximately 7,400 vehicles, Administration recommends that a Public Information Centre be held to provide an opportunity for residents and drivers to provide comment and input on the proposed changes. Following the PIC, a report to Council will be provided with further actions and recommendations.

Consultations

Public Works & Environmental Services
Planning & Building Services

Financial Implications

None at this time

Link to Strategic Priorities

Applicable	2017-18 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input checked="" type="checkbox"/>	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input checked="" type="checkbox"/>	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 Chief Administrative Officer.

Prepared by:

Lesley Racicot
Manager Strategic Initiatives

Reviewed by:

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

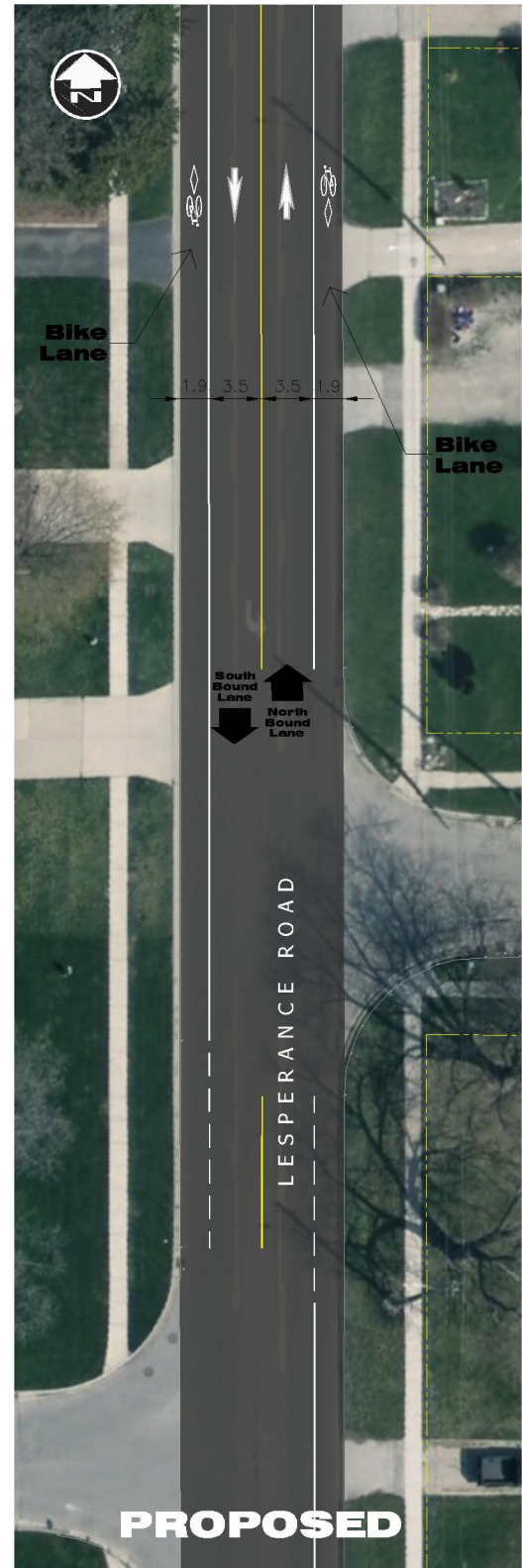
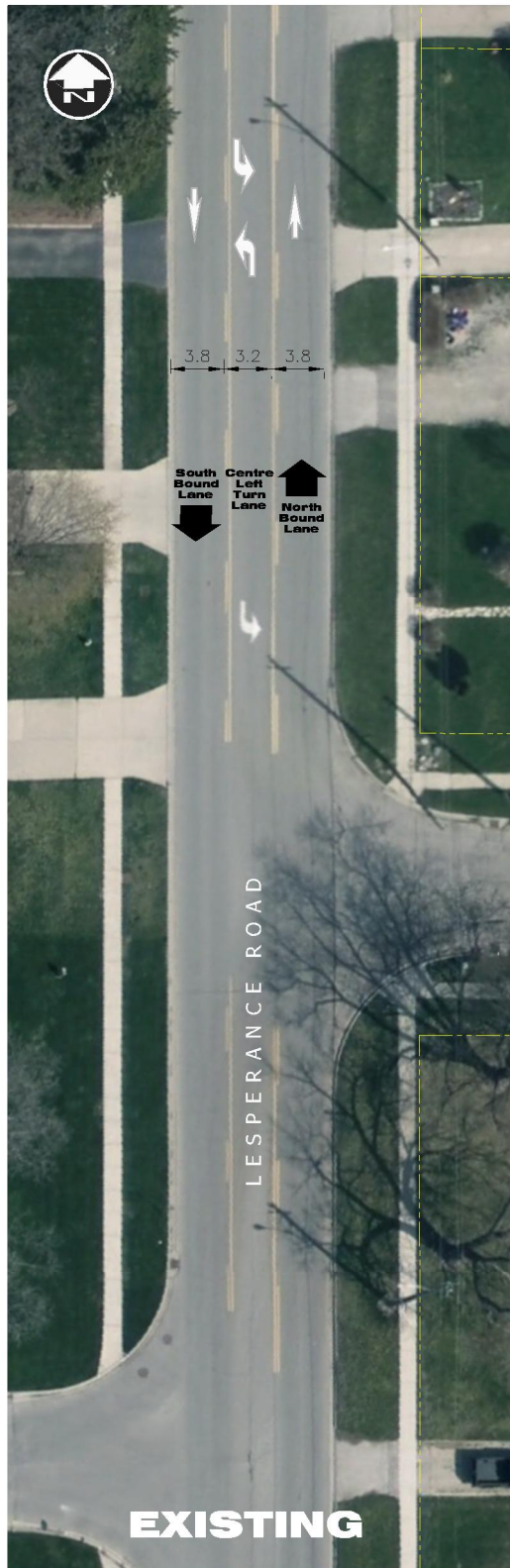
Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment Number	Attachment Name
1	Cross Section of Lesperance Road with Bike Lanes



Lesperance Road Line Painting

in the Town of Tecumseh

EXISTING LINE PAINTING AND PROPOSED LINE PAINTING PLAN

FIGURE 1.0



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Kirby McArdle, Manager Roads & Fleet

Date to Council: May 22, 2018

Report Number: PWES-2018-16

Subject: 2018 Asphalt Tender Award

Recommendations

It is recommended:

That the low tender from Coco Paving Inc. in the amount of \$ 1,325,140 plus HST, for the 2018 Asphalt Paving Tender, **be approved**, and that the Mayor and Clerk **be authorized** to enter into a contract for the services with Coco Paving Inc.

Background

At the December 12, 2017 Regular Meeting of Council, Council approved the recommendations of Public Works & Environmental Services (PWES) Report No. 57/17 titled "2018-2022 Public Works & Environmental Services Capital Works Plan" that authorized Administration to proceed with the 2018 capital works projects including the 2018 Asphalt Program (Motion: RCM-441/17).

The following streets were included in the 2018 Asphalt Program:

1. Alden Cres Entire length
2. Baseline Rd..... 12th Conc. To CR 19
3. Birkdale Crt Entire Length
4. Cambridge Crt..... Entire Length
5. Cumberland Crt..... Entire Length
6. Dresden Pl Entire Length
7. Dube Dr..... Entire Length
8. Fasan Dr Entire Length
9. Mack Crt..... Entire Length

10. Oakfield Crt	Entire Length
11. Oakpark Dr.....	Entire Length
12. Oldcastle Rd.....	North Talbot Rd to Hwy 3
13. Regal Crt.....	Entire Length
14. Regent Rd.....	Entire Length
15. Rostrevor Crt.....	Entire Length

Comments

A tender call was advertised on the Town's website on May 4, 2018 along with direct notification to the Windsor Construction Association. Two (2) tender submissions were received on May 17, 2018 and were opened in the presence of Administration and the Purchasing Officer.

Contractor	Quote (exc. HST)
Coco Paving Inc.	\$1,325,140.00
Mill-Am Corporation	\$1,377,162.50

Administration reviewed the tenders and all were found to be mathematically correct. The low tender contained no irregularities.

Administration therefore recommends that the low tender from Coco Paving Inc. in the amount of \$ 1,325,140 plus HST, for the 2018 Asphalt Paving Tender, be approved and that the Mayor and Clerk be authorized to enter into a contract for the services with Coco Paving Inc..

Consultations

Financial Services

Financial Implications

Council approved an allocation of \$1,450,000 for the 2018 asphalt paving work as recommended within PWES Report No. 57/17. It should be noted that the tender submitted by Coco Paving Inc. does include \$50,000 in provisional costs, for items such as asphalt escalation. It should also be noted that the tender is based on estimated quantities. The final costs will be determined based on actual quantities required. Every attempt will be made to keep the expenditures within the allocated amount of \$1,450,000.

Approved Roads allocation (incl. \$50,000 contingency) per PWES Report 57/17	<u>\$1,450,000</u>
Asphalting Tender Cost (incl. \$50,000 contingency)	\$1,325,140
Non-rebatable HST (1.76%)	\$23,322
Subtotal	<u>\$1,348,462</u>
Allocation surplus	<u>\$101,538</u>

The low tender provided by Coco Paving Inc. of \$ 1,325,140 plus HST, inclusive of the \$50,000 contingency amount, is below the approved allocation.

Link to Strategic Priorities

Applicable	2017-18 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
<input checked="" type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input type="checkbox"/>	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 Chief Administrative Officer.

Prepared by:

Cheryl Curran, BES
Clerk I Administrative Clerk

Reviewed by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

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

Recommended by:

Tony Haddad, MSA, CMO, CPFA
Chief Administrative Officer

Attachment Number	Attachment Name
------------------------------	----------------------------

None	
------	--

The Corporation of the Town of Tecumseh

By-Law 2018-38

Being a by-law to amend By-law No. 2003-58, being a by-law to prohibit parking on private property without the consent of the owner or occupant and to provide for the towing away of motor vehicles thereon.

Whereas pursuant to Section 100 of the *Municipal Act 2001*, S.O. 2001, Chapter 25, as may be amended, a local municipality may, in respect of land not owned or occupied by the municipality that is used as a parking lot, regulate or prohibit the parking or leaving of motor vehicles on that land without the consent of the owner of the land or regulate or prohibit traffic on that land if the owner or occupant has filed with the Clerk of the municipality written consent to the application of the by-law to the land and a sign is erected at each entrance to the land;

And Whereas pursuant to Section 100.1 of the *Municipal Act 2001*, S.O. 2001, Chapter 25, a local municipality may, in respect of land not owned or occupied by the municipality, regulate or prohibit the parking or leaving of motor vehicles without the consent of the owner of the land;

And Whereas pursuant to Section 101 of the *Municipal Act 2001*, S.O. 2001, Chapter 25, as may be amended, where a by-law is passed by a municipality under Section 100 or 100.1, for regulating or prohibiting the parking or leaving of a motor vehicles on land not owned or occupied by the municipality without the consent of the owner, it may provide for the removal and impounding of any vehicle, at the vehicle owner's expense, parked or left in contravention of the by-law;

And Whereas the Council of the Town of Tecumseh ('Council') enacted By-law No. 2003-58 on the 26th day of August, 2003, being a by-law to prohibit parking on private property without the consent of the owner or occupant and to provide for the towing away of motor vehicles thereon;

And Whereas the Council adopted By-law No's., 2003-102, 2004-03, 2005-35, 2005-78, 2006-71, 2008-72, 2009-65, 2012-47, 2013-26, 2014-24, 2014-47, 2015-57, 2016-10 amending Schedule "A" to By-law No. 2003-58 being a list of Private Property Parking Prohibitions;

And Whereas the Council of the Town of Tecumseh deems it desirable to further amend Schedule "A" to By-law No. 2003-58, as requested by the owner of 12150 and 12200 Tecumseh Road (Tecumseh Auto Electric), Tecumseh;

Now Therefore The Council Of The Corporation Of The Town Of Tecumseh Enacts As Follows:

1. **That** Schedule "A", as amended, to By-law No. 2003-58 is hereby deleted in its entirety and shall be replaced with Schedule "A" attached hereto.
2. **That** By-law No. 2016-10 and any by-law inconsistent with this by-law is hereby repealed.
3. **That** this By-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second and third time and finally passed this 22nd day of May 2018.

Gary McNamara, Mayor

Laura Moy, Clerk

Schedule “A”

**By-Law 2003-58
As amended by By-law No. 2018-38**

Private Property Parking Prohibition

<u>Street Address</u>	<u>Part Legal Description</u>	<u>Currently known as</u>
12050 Arbour Street	Part Lot 150 Concession No. 2 School Board	Windsor-Essex Catholic District
4215 11 th Concession Road	South Part Lot 17 Concession 10	St. Clair Baptist Church
4040 County Rd 46	Part Lot 12 & 13 Concession 17	Windsor Husky Travel Centre (1425626 Ontario Inc.)
11559 County Road 42	Concession 11, Part Lots 19 & 20 Plan 12R4646 Part 1,12R14113	APM Logistics Inc.
13300 Lanoue Street	Concession 2, Part Lot 156, Part 8, Plan 12R-16249	Lakeland Plaza
1050-1052 Lesperance Road	Lots 5 to 8 on Plan 634 and Pt Lots 137 to 140 on Plan 634	Shaban Dental Clinic
1071 Lesperance Rd.	Plan 526 Lot 2 Part Lot 3 Plan 12R-19087	Akasaka Restaurant
1125 Lesperance Road	Plan 468, Part Lot 13	Family Video
1613 Lesperance Rd.	Pt Lot 151 Conc 2 Parts 1 & 2 Plan 12R-9424	Tecumseh Home Hardware
3075 Manning Road	Part Gore Lot 1, Conc 12 Part 1, Plan 12R-8816	Tim Horton's (Store No. 1928)
12216-12218 Riverside Drive	Part Lot 151 Concession 1	
13797 Riverside Drive	Concession West Pike Creek Part Gore Lot	Lakeview School
14134 Riverside Drive	Lots 25 – 27 Part Lot 24 Plan 1261	Beach Grove Golf & Country Club
2475 St. Alphonse St.	Lots 118 to 123, Lots 203 to 208, Lots 63, 117 and 209 Part Block E RP12R3052, Part 1	Extendicare Tecumseh
	Lots 57 to 62, Plan 1380	
11811 Tecumseh Road	Part Lot 147, RP 12R9599	Tecumseh Medical Plaza Inc.

Concession 2

Schedule “A”

**By-Law 2003-58
As amended by By-law No. 2018-38**

Private Property Parking Prohibition

<u>Street Address</u>	<u>Part Legal Description</u>	<u>Currently known as</u>
11845 Tecumseh Road	Lot 147, Conc 2 Parts 1, Plan 12R-9234	Tim Horton's (Store No. 1580)
11873 Tecumseh Road	Part Lots 147 & 148 Concession 2	JFJ Plaza (Windsor) Ltd.
11917 Tecumseh Road	Part Lot 148 Concession 2	Tecumseh Eastview Apartments
12053 Tecumseh Road	Part Lot 150 Concession 2	Amani's Convenience Store
12360 Tecumseh Road	Part Lots 152 & 153 Parts 2 & 4 Plan 12R-20301	Naples Pizza
13029 Tecumseh Road	Part Lot 155 Concession No. 2	Fong's Villa Restaurant
13039-13041 Tecumseh Road	Parts 2 and 4 Plan 12R-13671	Town and Country Plaza
13278 Tecumseh Road	Conc 1, Part Lot 156	TMC Clinic
310 Village Grove	Essex Condo Plan 52	
320 Village Grove	Essex Condo Plan 54	
12150 Tecumseh Road	Part Lot 5 & 6	Tecumseh Auto Electric
12200 Tecumseh Road	Part Lot 16 & 17	Tecumseh Auto Electric

The Corporation of the Town of Tecumseh

By-Law Number 2018-39

Being a by-law to adopt a new Records Retention By-law; and to establish a new classification and retention schedule for corporate records for the Corporation of the Town of Tecumseh, and to repeal by-law no. 2003-62

Whereas the *Municipal Act, 2001*, Chapter 25, Section 254 (1) requires a Municipality to retain and preserve its records in a secure and accessible manner;

And Whereas the *Municipal Act, 2001*, Section 255 (3) as amended, provides that a Municipality may establish retention periods during which the records of the Municipality and local boards of the Municipality must be retained and preserved;

And Whereas the *Municipal Act, 2001*, Section 255 (2) provides that the Municipality's records may be destroyed if a retention period for the record has been established and the retention period has expired, or the record is a copy of the original record;

And Whereas the Council of The Corporation for the Town of Tecumseh deems it appropriate for the Clerk or designate to adopt and update the Municipality's Records Retention By-law and Retention Schedule from time to time;

Now Therefore the Council of The Corporation of the Town of Tecumseh enacts as follows:

1. Definitions

In this By-law:

- a) **"Corporate Record"** means information however recorded or stored, whether imprinted form, on film, by paper or electronic means, and includes documents, financial statements, minutes, accounts, correspondence, memoranda, plans, maps, drawing, photographs and films;
- b) **"Temporary Record"** means records, regardless of format, that have temporary usefulness and are not required to meet statutory obligations, set policy, establish guidelines or procedures, certify a transaction, become a receipt or provide evidence of a legal, financial, or operational or other decisions of the municipality, such as:
 - I. Copies of miscellaneous notices or memoranda concerning routine administrative matters or other minor issues;
 - II. Information copies of widely distrusted materials, such as minutes, agendas, and newsletters. Unless the information copy has been annotated to reflect significant input or for other purposes;
 - III. Preliminary drafts of letters, memoranda, or reports and other informal notes which do not represent significant steps in the preparation of a final document and which do not record decisions;
 - IV. Duplicate copies of documents in the same medium which are retained only for convenience or future distribution;

- V. Email messages and other communications that do not relate to Town business;
 - VI. Copies of publications such as published reports, administration manuals, telephone directories, catalogues, pamphlets or periodicals;
 - VII. Duplicate stocks of obsolete publications, pamphlets or blank forms;
 - VIII. Unsolicited advertising materials, including brochures, company files or pricelists.
2. **That** the Clerk or his/her designate is hereby authorized to destroy, in accordance with the Records Retention Schedule attached hereto as Schedule A and forming part of this by-law, any Corporate Record which may be in any physical or electronic formats.
3. **That** the following principles shall govern the destruction of records:
- a. no Corporate Records shall be destroyed unless first classified according to Schedule A of this by-law;
 - b. all Corporate Records shall be destroyed in a manner that preserves the confidentiality of any information contained in such records; and
 - c. any Corporate Record pertaining to pending or actual litigation or investigation or a request under privacy legislation shall not be destroyed until such corporate record is no longer required for such purpose.
4. **That** the Clerk or his/her designate is hereby delegated authority to administer the provisions of this by-law, update the Records Retention Schedule as required, and to store any Corporate Records that have been retained until the retention period prescribed in Schedule A.
5. **That** all electronic communications which have not already been deleted as Temporary Records and are older than five (5) years from the date of receipt or creation, whichever is later, can be permanently deleted, at the direction and authorization of the Clerk.
6. **That** any Temporary Records may be destroyed at any time.
7. **That** By-law No. 2003-62, being a by-law to establish to establish retention periods for certain documents and records to be kept passed on the 23rd day of September, 2003, is hereby repealed.

Read a first, second and third time and finally passed this 22nd day of May, 2018

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2018-40

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach

Whereas the Optimist Club of St. Clair Beach has made application for consent to operate the Corn Booth, in the Town of Tecumseh, during the 2018 Tecumseh Corn Festival, to be held in Lacasse Park, from August 24, 2018 to August 26, 2018;

And Whereas The Corporation of the Town of Tecumseh, as a condition of this consent, requires the Optimist Club of St. Clair Beach to enter into an Agreement;

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 dated the 22nd day of May, 2018, between The Corporation of the Town of Tecumseh and the Optimist Club of St. Clair Beach, 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 22nd day of May, 2018.

Gary McNamara, Mayor

“ SEAL “

Laura Moy, Clerk

THIS AGREEMENT made as of the ____th day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF TECUMSEH
Hereinafter called the “Landlord”

- and -

OPTIMST CLUB OF ST. CLAIR BEACH
Hereinafter called the “Tenant”

RECITALS

WHEREAS the Tenant has made application for consent to operate the Corn Booth, in the Town of Tecumseh for the 2017 Tecumseh Corn Festival to be held in Lacasse Park, from August 24, 2018, to August 26, 2018;

AND WHEREAS the Landlord, as a condition of this consent, requires the Tenant to enter into certain articles and covenants;

IN WITNESSETH THAT in consideration of the premises contained herein, and consideration of the sum of two (\$2.00) dollars and other good and valuable consideration paid by the Tenant to the Landlord, the parties hereto mutually covenant, promise and agree as follows:

THE LANDLORD COVENANTS AND AGREES TO:

1. The Landlord agrees to provide a location to the Tenant at the 2018 Tecumseh Corn Festival for the operation of the Corn Booth hereinafter called the “Booth”, for the period of August 20, 2018 to August 27, 2018; (inclusive of set up and removal time).
2. The location of the Booth shall be as depicted in Schedule “A” attached here to and forming part of this agreement.
3. The Landlord shall pay all electricity and water use charges that are incurred as a result of the operation of the Booth.
4. The Landlord shall coordinate and engage the services of the Tecumseh Ontario Provincial Police in providing security services during the festival operating hours, including Tecumseh Ontario Provincial Police presence within the area of the “Booth” as required.
5. The Landlord shall provide the Tenant at their discretion a limited number of parking passes.

THE TENANT COVENANTS AND AGREES TO:

6. The Landlord shall provide the Tenant with panels of barrier fencing for the perimeter of the Booth area. The Tenant agrees that the outside fencing will be available for the Landlord to use for signage/banners and that the inside fencing will be available for the Tenant to use for signage/banners.
7. The Tenant shall purchase a policy or policies of public liability and property damage insurance extended to include the Landlord as an additional named co-insured and shall have coverage in the minimum amount of Two Million Dollars (\$2,000,000.00). A copy of all such policies of insurance shall be delivered to the Landlord prior to Friday, June 22, 2018.
8. The Tenant covenants and agrees to indemnify and save harmless the Landlord, its elected officials, officers, servants and agents, of, from and against any and all:
 - liabilities, losses, claims, actions and damages resulting from baseball related activities within the fenced area (including, without limitation, lost profits, consequential damages, interest, penalties, fines and monetary sanction) and costs; and
 - lawyers’ fees and expenses, on a full indemnity basis, accountants and engineering fees and expenses, court costs and other out of pocket expenses;

incurred or suffered by the Landlord, its elected officials, officers, servants and agents, or any one or more of them, by reason of, resulting from, in connection with, or arising in any manner whatsoever out of breach of term, covenant or provision of this agreement, the Tenant's use of the Festival Tent, loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon, under or at the Festival Tent, or any part thereof, or occasioned wholly or in part by any act or omission of the Tenant or its agents, contractors, employees, servants or customers.

9. The Tenant agrees to provide all equipment and supplies required for the operation of the Booth.
10. The Tenant shall be responsible for the collection and the disposal of any and all refuse produced as a result of the Booth operations.
11. The Tenant is responsible for maintaining, cleaning and supervising the Booth area.
12. The Tenant will complete a Corn Festival Vendor Booth application (at no additional fee) in order that the Landlord will have the information required to submit to the Health Unit.
13. The Tenant shall ensure compliance with all government and other agencies regulations, requirements and inspections, as applicable.
14. The Tenant agrees that the Landlord may arrange for 1,000 tickets to be printed for distribution to Corn Festival Committee Members, Sponsors, VIP's, etc. that will be redeemable at the Corn Booth for complimentary corn.
15. The Tenant will provide the Landlord with a detailed financial statement of the "Corn Booth" operations, including revenues and expenditures, by Friday, September 28, 2018.
16. If any term, covenant or condition of this agreement shall, to any extent, be declared invalid or unenforceable, the remainder of this agreement shall not be affected thereby and each term, covenant or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this agreement.

SIGNED, SEALED and DELIVERED

in the presence of :

[illegible]

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

By:

Name: Gary McNamara
Title: Mayor

By:

Name: Laura Moy
Title: Director Staff Services/Clerk
We have authority to bind the Corporation.

OPTIMIST CLUB OF ST. CLAIR BEACH

Name: Richard Zarour
Title: Club President

I have authority to bind the Corporation.

The Corporation of the Town of Tecumseh

By-Law 2018-41

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)

Whereas in 1998, the Ministry established the Community Policing Partnerships (CPP) Program (Program) as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

And Whereas in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2018, the Ministry entered into an agreement with the Recipient and the Board (Agreement);

And Whereas the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2018, and ending March 31, 2019;

And Whereas the parties wish to amend the Agreement for this purpose;

And Whereas pursuant to s.5(3) of 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 are hereby authorized and empowered to execute the Agreement dated the 22nd day of May, 2018 between Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board, 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 and third time, and finally passed this 22nd day of May, 2018.

Gary McNamara, Mayor

SEAL

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the “Province”)

- and -

The Corporation of the Town of Tecumseh

(the “Recipient”)

- and –

Tecumseh Police Services Board

(the “Board”)

BACKGROUND

- A. In 1998, the Province established the Community Policing Partnerships (CPP) Program (the “Program”) as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board’s budget to maintain the increased number of sworn officers of the for enhanced police visibility through policing activities such as increased community patrols, enhanced traffic enforcement, school outreach programs, and drug and street crime enforcement.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

3.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the

- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) 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.

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
Community Safety and Correctional Services**

Date

Name: Oscar Mosquera
Title: Manager, Program Development Section

The Corporation of the Town of Tecumseh

Date

Name:
Title:

I have authority to bind the Recipient.

Tecumseh Police Services Board

Date

Name:
Title:

I have authority to bind the Board.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“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.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“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.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province, the Recipient and the Board.

“Party” means either the Province, the Recipient or the Board

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws 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.

A2.2 **Execution of Agreement.** The Recipient and the Board each 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.

A2.3 **Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; 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.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) 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 A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with 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;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds 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.

A4.5 **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 payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **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 with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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.

A6.3 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", 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 A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **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.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient and the Board 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.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient and the Board will 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 Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 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 and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), 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.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

A13.2 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment 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.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, 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 from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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 the amount to the Province immediately, unless the Province directs otherwise.

A16.3 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.

A16.4 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 as provided for in Schedule “B”.

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. 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, the Recipient and the Board respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 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.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **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.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **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.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **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.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient and the Board 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **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.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$90,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000
Insurance	\$5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee, Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: gmcnamara@tecumseh.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Chief Administrative Officer Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: thaddad@tecumseh.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: chales@sympatico.ca
Canada Revenue Agency Business Number of the Recipient	875698821

Additional Provisions:

Article A8 is hereby amended by the insertion of the following section A8.3:

A8.3 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE “C” PROJECT

C.1 BACKGROUND

- When the CPP Program was established, its focus was to involve front-line officers in increased community patrols, enhanced traffic enforcement, school outreach programs and drug and street crime enforcement.
- Under the CPP Program, OPP municipal contract locations and municipal and First Nations police services receive funding for approximately 1,000 officers under the original program and an additional 23 under the Criminal Intelligence Initiative.
- \$30,000/officer/year is available to fund participating police services to help cover the cost of salaries, benefits and over-time. Training and equipment costs are not eligible.

SCHEDULE "D" BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province agrees to provide amounts up to the Maximum Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line policing activities ("**CPP Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Recipient solely for the purposes of the Board maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the June 15, 1998 Benchmark, due to the assignment of front-line police officers to non-CPP Activities.

June 15, 1998 Benchmark

3. The Program will continue to share the cost of increases to the actual total number of sworn officers above the June 15, 1998 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Ministry is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Program will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay half the costs of salaries, overtime and payroll benefits to a maximum of \$30,000.00 per officer per year for officers hired under the CPP Program and engaged in full time CPP Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

SCHEDULE "E"
PAYMENT PLAN

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final CPP Program reports from the Board as set out below. Overtime will be paid annually after the CPP Program Final Report, in the form provided in Schedule "F", is received and approved by the Province.
- B. The Recipient or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the CPP Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE "F"

REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the CPP Program and how the Funds were used for the purposes set out in Schedule "D" through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient's requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule "F". Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

The Corporation of the Town of Tecumseh

By-Law Number 2018-42

Being a by-law to authorize the execution of an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Community Safety and Correctional Services (Ministry) and The Corporation of the Town of Tecumseh and The Town of Tecumseh Police Services Board (Board)

Whereas in 2003, the Ministry established the Safer Communities – 1000 Officers Partnership (1000 Officers) Program (Program) as part of the government's commitment to make Ontario communities safer by enhancing police visibility;

And Whereas in order to provide funds for the Program for the period that commenced April 1, 2014 and ends March 31, 2018, the Ministry entered into an agreement with the Recipient and the Board;

And Whereas the Ministry wishes to continue to provide Program funds to the Recipient and the Board for the period commencing April 1, 2018 and ending March 31, 2019;

And Whereas the parties wish to amend the Agreement for this purpose;

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 the Ministry of Community Safety and Correctional Services, dated the 22nd day of May, 2018, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **That** this By-law shall come into 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 22nd day of May, 2018.

Gary McNamara, Mayor

SEAL

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

(the “Province”)

- and -

The Corporation of the Town of Tecumseh

(the “Recipient”)

- and –

Tecumseh Police Services Board

(the “Board”)

BACKGROUND

- A. In 2003, the Province established the Safer Communities – 1,000 Officers Partnership (1,000 Officers) Program (the “Program”) as part of the government’s commitment to make Ontario communities safer by enhancing police visibility.
- B. The Province wishes to continue to fund the activities of the Board by providing funds to the Recipient for the purposes of supporting its contribution to the Board’s budget to maintain the increased number of sworn officers for enhanced police visibility.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports, and
any amending agreement entered into as provided for in section 3.1,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

- (c) the Funds are:
- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) 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.

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
Community Safety and Correctional Services**

Date

Name: Oscar Mosquera
Title: Manager, Program Development Section

The Corporation of the Town of Tecumseh

Date

Name:
Title:

I have authority to bind the Recipient.

Tecumseh Police Services Board

Date

Name:
Title:

I have authority to bind the Board.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **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; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“Additional Provisions” means the terms and conditions set out in Schedule “B”.

“Agreement” means this agreement entered into between the Province, the Recipient and the Board, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 3.1.

“Budget” means the budget attached to the Agreement as Schedule “D”.

“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.

“Effective Date” means the date set out at the top of the Agreement.

“Event of Default” has the meaning ascribed to it in section A13.1.

“Expiry Date” means the expiry date set out in Schedule “B”.

“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.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province, the Recipient and the Board.

“Party” means either the Province, the Recipient or the Board

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient and the Board each represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws 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.

A2.2 **Execution of Agreement.** The Recipient and the Board each 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.

A2.3 **Governance.** The Recipient and the Board each represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's or the Board's organization;
- (b) procedures to enable the Recipient's or the Board's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient or the Board;
- (d) procedures to enable the Recipient or the Board to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient or the Board to complete the Project successfully;
- (f) procedures to enable the Recipient or the Board to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient or the Board to address such other matters as the Recipient or the Board considers necessary to enable the Recipient or the Board to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient, the Board or both will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; 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.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) 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 A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with 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;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or

organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds 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.

A4.5 **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 payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 **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 with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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.

A6.3 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.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient and the Board, as applicable will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", 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 A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient and the Board will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient or the Board and during normal business hours, enter upon the Recipient's or the Board's premises to review the progress of the Project and the Recipient's and the Board's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take

one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient or the Board in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **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.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient and the Board will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient and the Board 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.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient and the Board will 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 Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance 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.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 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 and the Board.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the

possession or under the control of the Recipient; and

- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), 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.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment 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 section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient or the Board breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;

- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's or the Board's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient or the Board ceases to operate.

A13.2 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 further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment 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.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the

Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, 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 from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or

- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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 the amount to the Province immediately, unless the Province directs otherwise.

A16.3 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.

A16.4 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 as provided for in Schedule “B”.

A16.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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.

A17.0 NOTICE

A17.1 Notice in Writing and Addressed. 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, the Recipient and the Board respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 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.

A17.3 Postal Disruption. Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

- A18.1 **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.

A19.0 SEVERABILITY OF PROVISIONS

- A19.1 **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.

A20.0 WAIVER

- A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

- A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

- A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

- A22.2 **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.

A23.0 GOVERNING LAW

A23.1 **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.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient and the Board 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.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **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.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **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.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient or the Board:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Board has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$35,000.00
Expiry Date	March 31, 2019
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000
Insurance	\$ 5,000,000
Contact information for the purposes of Notice to the Province	Position: James Y. Lee Community Safety Analyst Address: 25 Grosvenor Street, 12 th Floor, Toronto, ON, M7A 2H4 Fax: Email: james.y.lee@ontario.ca
Contact information for the purposes of Notice to the Recipient	Position: Mayor Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: gmcnamara@tecumseh.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Position: Chief Administrative Officer Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: thaddad@tecumseh.ca
Contact information for the purposes of Notice to the Board	Position: Chair Address: 917 Lesperance Road , Tecumseh, ON N8N 1W9 Fax: Email: chales@sympatico.ca
Canada Revenue Agency Business Number of the Recipient	875698821

Additional Provisions:

Article A8 is hereby amended by the addition of the following provision A8.3:

- A8.3 **Prior Written Approval.** The Recipient and the Board agree to obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

SCHEDULE “C” PROJECT

C.1 BACKGROUND

- When the 1,000 Officers Program was established, approximately 500 officers were allocated to community policing duties and 500 to the six high priority areas of youth crime, guns and gangs, organized crime and marijuana grow ops, dangerous offenders, domestic violence and protecting children from internet luring.
- Of these 1,000 officers,
 - 60 were allocated to Northern and First Nations police services that are eligible to receive up to \$70,000/officer/ year.
 - For the remaining 940 officers funded under the program, municipalities (including municipal police services and OPP municipal contract locations) are eligible to receive up to \$35,000/officer/year.
- The \$70,000 and \$35,000 amounts noted above include a maximum overtime payment of \$5,000/officer.
- Salary-related costs are eligible for funding, but training and equipment costs are not.

SCHEDULE "D" BUDGET

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule B.

E.2 ALLOCATION

1. The Province will provide the Funds in accordance with the Project, under the terms of which the Board will maintain visible front-line and/or targeted areas/court efficiencies policing activities ("**1,000 Officers Activities**") as outlined in the original grant application.
2. The Funds shall be used by the Board and the Recipient solely for the purposes of maintaining the increased complement of front-line, uniformed police officers and for no other purposes. The Funds shall not be used for purposes related to maintaining the existing complement of front-line police officers, as defined by the October 23, 2003 Benchmark, due to the assignment of front-line police officers to non-1,000 Officers Activities.

October 23, 2003 Benchmark

3. The Project will continue to share the cost of increases to the actual total number of sworn officers above the October 23, 2003 figures submitted to Statistics Canada. The purpose of this benchmark is to ensure that the Province is not paying the salaries of new officers hired to replace officers who have resigned, retired or been terminated. In addition, the Project will not cover civilianization or the hiring of existing officers who increase the complement due to amalgamations. Officers funded through the Program must increase the complement above the combined complement of the amalgamated police service.

E.3 USE OF THE FUNDS

4. The Funds shall be used only to pay the costs of salaries, overtime and payroll benefits to a maximum of \$70,000 per officer per year for the 60 officers allocated to Northern and First Nations police services, and half of the costs of salaries, overtime and payroll benefits to a maximum of \$35,000.00 per officer per year for the remaining 940 officers hired under the 1,000 Officers Program who are engaged in full time 1,000 Officers Activities. The Province's share of overtime will not exceed \$5,000.00 per officer.

**SCHEDULE “E”
PAYMENT PLAN**

E.1 PAYMENT SCHEDULE

- A. The Province will reimburse the Recipient semi-annually subject to the Province receiving and approving the interim and final 1,000 Officers Program reports. Overtime will be paid annually after the 1,000 Officers Program Final Report, in the form provided in Schedule “F”, is received and approved by the Province.
- B. The Recipient and/or the Board may be required to provide such further or additional information as the Province, acting reasonably, deems appropriate in approving the 1,000 Officers Program interim and final reports.
- C. Approval of the interim and final reports is at the sole discretion of the Province.

SCHEDULE “F” REPORTS

F.1 REPORTS AND DEADLINES

1. The Board is required to report on the allocation of officers under the 1,000 Officers Program and how the Funds were used for the purposes set out in Schedule “D” through an Interim and Final Report explained further below. While the Recipient would not be required to submit a separate report, the Recipient’s requirement is for the receipt and use of the Funds toward the Board budget.
2. The Board shall, by October 16th 2018, submit the CPP Program Interim Report that reflects the form provided in Schedule “F”. Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Interim Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date; and
 - (b) update/confirm the number of sworn officer(s) to date.
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.
3. The Board shall, by March 4th 2019, submit the CPP Program Final Report that reflects the form provided in Schedule “F”. Each police service/board will receive an individualized report form to complete, specific to each recipient, from the Ministry in advance of the due date. The Final Report shall include the following information:
 - (a) update/confirm if all the information in the contact page is up-to-date;
 - (b) update/confirm the number of sworn officer(s) to date; and
 - (c) name of existing front-line police officer(s), overtime rate, total overtime hours (actual), overtime requested.

UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
20/14	Dec 9, 2014 Feb 14, 2017		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements. Administration is asked to provide an update to the affected property owners.	PWES/ Clerks	Update provided by legal on March 14, 2017. A further update will be given on May 22, 2018.
3/17	Mar 14, 2017		Alley Closing Policy	An alley closing policy is requested to establish a uniform process for closing alleys.	Clerks	Next Policies & Priorities Committee
4/17	Mar 28, 2017		Oldcastle Hamlet	The presentation and requests made by FOOD is referred to Administration for a report and recommendation.	Planning	OMB Hearing Nov. 17-17, 2017 OMB Decision Jan. 17, 2018 Section 43 Review Feb 13, 2018
13/17	May 23, 2017		Signage on Manning Road	Administration is requested to approach the Town of Lakeshore and the County of Essex in regards to establishing a gateway policy with a common standard for regulating urbanized areas and signs for Manning Road.	CAO	Tecumseh and Lakeshore Administration have met and a response is pending from Lakeshore.
18/17	July 25, 2017		Urban Chickens	Zoning Order issued to Dan Beaulieu relating to the keeping of chickens at 2380 Lesperance Road, be deferred pending further discussion and decision-making by Council on the matter of the keeping of urban chickens based on further research and reporting by Administration.	Clerks/ Planning	Research is in progress
24/17	October 28, 2017		Riverside Drive Trail	Administration is asked to provide a report with a quantitative analysis on the location of the Riverside Drive Trail to be on the north or south side of the street.	PWES	A PIC is being planned for April-May
25/17	November 14, 2017		Tenanted Farm Tax Class	Administration is requested to provide comments regarding the tenanted farm tax properties being reclassified as a residential tax class (for non-tilled land), and not implementing this change. How this action could financially impact municipalities and property owners.	Finance	
27/17	December 12, 2017		OMB Hearing Costs	A request is made for the financial costs of the OMB Ward Boundary hearing, in addition to the Del Duca and Oldcastle Hamlet OMB Hearings.	Finance	Final costs are being evaluated
1/18	January 30, 2018		Video Surveillance	Administration to follow up on video surveillance and potential grant funding for acquiring a system.	ICS	Grant application is being investigated and met with local expert

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
2/18	January 30, 2018		PIC on Wildlife Control	An educational workshop (PIC) on pesticides and wildlife control.	Clerks	Pending coordination of a date in April with MNR
6/18	February 27, 2018		St. Mary's School	A request is made to amend Bylaw 2012-50, being a bylaw to designate community safety zones within the Town of Tecumseh, to include St. Mary's School on County Road 34 and extend to Malden Road.	PWES/Clerks	Coordinating with the County of Essex as this is a County Road
8/18	March 13, 2018		Air Quality Standards and Enforcement	Administration is requested to send a letter to the Ministry of the Environment and Climate Change to seek clarification on responsibility for enforcement of air quality standards in residential areas.	Clerks	Draft letter being prepared
10/18	March 27, 2018		Noise By-law Exemptions	Administration is asked to look into delegation of authority for exemptions from the noise by-law for non-alcohol related special events on Town property.	PRS/Clerks	
11/18	April 10, 2018		Lakeview Montessori School	PWES is to look into designating a Community Safety Zone on St. Marks Rd. and is asked to meet with representatives of Lakeview Montessori School and St. Mark's Church to discuss scheduling of events to mitigate parking concerns.	PWES	
16/18	April 24, 2018		Edgewater Road Condition	It is requested that PWES investigate the road condition of Edgewater Road.	PWES	
17/18	April 24, 2018		Signal Timing	It is requested that Administration contact the County regarding the Signal timing during high traffic times on Manning Road.	PWES	
18/18	April 24, 2018		Cada Library Renovations	It is directed that Administration provide a report on the Cada Library to include consultations with TAAC, SAC, YAC, CAC, and other stakeholders on the current options proposed to refresh or renovate the current library building.	PWES/Clerks	The Library proposal will be presented to the May meetings of the SAC, YAC and CAAC and next meeting of the TAAC.

The Corporation of the Town of Tecumseh

By-Law Number 2018 -43

Being a by-law to confirm the proceedings of the **May 22, 2018** 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 **May 22, 2018**, 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 **May 22, 2018**, 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 22nd day of May, 2018.

Gary McNamara, Mayor

Laura Moy, Clerk