

Regular Council Meeting  
**AGENDA**

Tuesday, October 11, 2016, 7:00 PM  
Tecumseh Town Hall  
[www.tecumseh.ca](http://www.tecumseh.ca)

**Pages**

1. **CALL TO ORDER - Mayor**
2. **MOMENT OF SILENCE**
3. **NATIONAL ANTHEM**
4. **ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST**
5. **COUNCIL MINUTES**
  - a. Regular Council  
September 27, 2016 4 - 12
6. **SUPPLEMENTARY AGENDA ADOPTION**
7. **DELEGATIONS**
  - a. Tecumseh Ranger Rookies Major Baseball Team  
Re: 2016 Ontario Baseball Association (OBA) "A" Championship
  - b. Optimist Club of St. Clair Beach, Tony Corona, Fred Raby and David Lozinsky  
Re: Taste of Tecumseh and Club Initiatives
  - c. Tecumseh Thunder Senior AAA Baseball Club  
Re: 2016 Canadian National Championship
  - d. Cathy Copot-Nepszy, Chair of the Windsor-Essex Communities In Motion  
Re: Windsor-Essex Communities *in motion* All Star Award Presentation
8. **COMMUNICATIONS FOR INFORMATION**
  - a. City of Belleville, September 28, 2016 13 - 14  
Re: Supporting Agricultural Experts in Their Fields
9. **COMMUNICATIONS ACTION REQUIRED**
  - a. County of Essex Accessibility Advisory Committee, September 29, 2016 15 - 16  
**THAT** Members of Council and the Tecumseh Accessibility Advisory Committee be authorized to attend the Essex County Accessibility Advisory Workshop, on October 25, 2016, in accordance with the Town's Travel and Professional Development Policies.
10. **COMMITTEE MINUTES**
  - a. Corn Festival Committee 17 - 20  
September 15, 2016
  - b. Senior & Youth Advisory Committee 21 - 23  
September 20, 2016
  - c. Joint Health & Safety Committee 24 - 27  
September 22, 2016
  - d. Policies & Priorities Committee 28 - 32  
September 27, 2016

## 11. REPORTS

### a. Corporate Services & Clerk

1. Director Corporate Services & Clerk, September 28, 2016, Report No. 36/16 33 - 37  
Re: 2017 December Holiday Schedule
2. Director Corporate Services & Clerk, September 27, 2016, Report No. 37/16 38 - 42  
Re: 2017 Council Meeting Calender
3. Director Corporate Services & Clerk, September 27, 2016, Report No. 39/16 43 - 47  
Re: IESO Feed-In Tariff Program Version 5 Municipal Template Resolution Request – Essex Energy Corporation
4. Director Corporate Services & Clerk, September 27, 2016, Report No. 40/16 48 - 52  
Re: IESO Feed-In Tariff Program Version 5 Municipal Template Resolution Request - Solar Power Network

### b. Fire Services

1. Director Fire Services & Fire Chief, September 27, 2016, Report No. 06/16 53 - 66  
Re: Fleet Enhancement (1990 Spartan Rescue #1)

### c. Parks & Recreation Services

1. Director Parks & Recreation Services, September 21, 2016, Report No. 26/16 67 - 79  
Re: Strategic Master Plan for Parks & Recreation Services 5 Year Update - Consultant Appointment
2. Manager Recreation Programs & Events, September 26, 2016, Report No. 27/16 80 - 84  
Re: 2018 Senior Men's National Baseball Championships

## 12. BY-LAWS

- a. By-Law 2016-72 85 - 120  
Being a by-law to authorize the execution the execution of a Funding Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario and The Corporation of the Town of Tecumseh
- b. By-Law 2016-73 121 - 121  
Being a by-law to amend By-law No. 2003-40 which establishes a system for the collection and removal of garbage, recyclables, organics, or other refuse.
- c. By-Law 2016-74 122 - 122  
Being a by-law to amend the appointment of members to the Tecumseh Police Services Board for the term of Council 2015-2018

## 13. UNFINISHED BUSINESS

- a. Unfinished Business - October 11, 2016 123 - 123

## 14. NEW BUSINESS

15.

MOTIONS
- a.

By-Law 2016-75

124 - 124
- Being a by-law to confirm the proceedings of the October 11, 2016 regular meeting of the Council of The Corporation of the Town of Tecumseh
16.

NOTICES OF MOTION
17.

NEXT MEETING

Tuesday, October 25, 2016

7:00 pm Regular Council Meeting
18.

ADJOURNMENT

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

Tecumseh Council meets in regular public session on Tuesday, September 27, 2016, in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario at 7:00 p.m.

(RCM 16-1)

### **ORDER**

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

(RCM 16-2)

### **MOMENT OF SILENCE**

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

The Mayor advises that DeeDee Rohrer, wife of the late Councillor Michael Rohrer, recently lost her mother. Everyone is asked to remember the Rohrer Family in their thoughts.

(RCM 16-3)

### **NATIONAL ANTHEM**

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

(RCM 16-4)

### **ROLL CALL**

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

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Tatiana Dafoe
	Director Information & Communication Services	- Shaun Fuerth
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Public Works & Environmental Services	- Dan Piescic
	Director Parks & Recreation	- Paul Anthony
	Director Planning & Building Services	- Brian Hillman
	Manager Planning	- Chad Jeffrey
	Manager Engineering Services	- Phil Bartnik
	Manager Strategic Initiatives	- Lesley Racicot
	Manager Programs & Special Events	- Kerri Rice

### **PECUNIARY INTEREST**

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

(RCM 16-5)

**MINUTES**

Motion: (RCM-310/16) Moved by Deputy Mayor Joe Bachetti  
 Seconded by Councillor Brian Houston

**THAT** the Minutes of the September 13, 2016, 6:00 pm Public Meeting of Council and the minutes of the September 13, 2016, Regular Meeting of Council;

As were duplicated and delivered to the Members, are adopted.

Carried

(RCM 16-6)

**SUPPLEMENTARY AGENDA ADOPTION**

None

(RCM 16-7)

**DELEGATIONS****Dragon Boats For a Cure**

Mr. Gerry Orum explains the reasons for the Dragon Boats for a Cure's request to relocate their annual event from the south side of Lakewood Park to the north side. He states that the participating teams 'do not feel together' with the races being held on the north side and other activities on the south side. There were 25 teams that raced in 2016. In prior years there has been as many at 144 teams.

Discussion is held on the history of the Town's acquisition of the north side and subsequently the south side of Lakewood Park. The evolution of the Park's development in accordance with the Parks Master Plan and Lakewood Park Master Plan adopted following extensive public relations and stakeholder consultations in order to be meet the needs of the community.

In response to inquiries the Director Parks & Recreation explains the provisions of the Special Events Policy and the designation of significant events and reasons for events outside of the water being held on the south side of Lakewood Park.

Motion: (RCM-311/16) Moved by Councillor Brian Houston  
 Seconded by Councillor Tania Jobin

**THAT** That the Director Parks & Recreation, September 1, 2016, Report No. 22/16 respecting the Dragon Boat Festival, be moved forward on the Agenda.

Carried

Motion: (RCM-312/16) Moved by Deputy Mayor Joe Bachetti  
 Seconded by Councillor Andrew Dowie

**THAT** As per the Town's approved Outdoor Special Event Policy # 85, the Dragon Boat Festival Event is designated as a significant event, and as such the event outside of the water related portion of the event held on the north side of Lakewood Park, is to be held on the South Side of the park.

As recommended by the Director Parks & Recreation under Report No. 22/16, dated September 1, 2016.

Carried

**Ward Boundary and Council Structure Review**

John Matheson, StrategyCorp, provides an overview of the public consultations that will be taking place on the Ward Boundary and Council Structure Review and the background research that has been done to date. Mr. Matheson reminds the Members the importance of the process being independent, impartial and fair, evidence based, open-minded and consultative.

At this stage concepts have been developed to help with the consultation process. Key elements of the Council Structure review are: the size of council, how councillors are elected, and if by Ward, how many wards and ward boundaries. The concepts have been put together to facilitate discussions and aid in presenting options to the public. The 10 concepts are explained. Other matters considered by the review are the voting method [internet, telephone, vote-by-mail and in person] and ranked ballot voting. A report on the findings from the review and recommendations are expected to be presented in December 2016.

Public consultation will be taking place on October 27, 2016, concurrently at the Tecumseh Town Hall and St. Mary's Hall from 2-4 pm and 5-7 pm, in addition to online consultation by way of a survey.

**Motion:** (RCM-313/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Rita Ossington  
**THAT** the presentation given by John Matheson from StrategyCorp regarding the Ward Boundary and Council Structure Review be received.

Carried

#### 2016 Assessment Update

Ms. Tracy Pringle, Accountant Manager, MPAC, provides an update on the 2016 Assessment. She provides information on the history of property assessment and taxation, the residential experience, how residents can learn more about their assessment, how MPAC is enhancing municipal engagement and preliminary residential market trends.

She indicates residential property owners received their property assessment notices starting August 8, 2016. Farm property assessment notices are to be mailed October 11, 2016, and multi-residential and business notices will be mailed October 18, 2016. The new assessments will serve as the basis for calculating property taxes for 2017-2020.

An inquiry is made into whether MPAC would be interested in holding an information session on the 2016 Assessments.

**Motion:** (RCM-314/16) Moved by Councillor Rita Ossington  
 Seconded by Councillor Andrew Dowie  
**THAT** the presentation given by Tracy Pringle, Account Manager, from MPAC be received.

Carried

#### Youth and Senior Advisory Committee Presentation

Hannah Ruuth, Youth Advisory Committee Chair; and Douglas Drouillard and Nancy Tenant of the Senior Advisory Committee introduce their respective committee members and explain their terms of reference. A summary of their activities to date are given, along with their respective outlooks for 2017.

(RCM 16-8)

#### **COMMUNICATIONS**

#### **Communications for Information**

- A. Association of Municipalities of Ontario, September 14, 2016, Re: Formula Allocation for New Federal and Provincial Clean Water Funding

**Motion:** (RCM-315/16) Moved by Councillor Rita Ossington  
 Seconded by Councillor Andrew Dowie  
**THAT** Communications – for Information A as listed on the September 27, 2016, Regular Council Meeting Agenda are received.

Carried

**Communications - Action Required**

- A. Town of Amherstburg, September 14, 2016, Re: Amendments to Provincial Nuclear Emergency Response Plan (PNERP) and Municipal Nuclear Emergency Response Plan
- B. Recycling Council of Ontario, September 14, 2016, Re: Waste Reduction Week

Motion: (RCM-316/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Tania Jobin

**THAT** Communications – for Action A and B, as listed on the September 27, 2016, Regular Council Meeting Agenda are received.  
 Carried

Motion: (RCM-317/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Tania Jobin

**THAT** The Town of Tecumseh support Amendments to Provincial Nuclear Emergency Response Plan (PNERP) and Municipal Nuclear Emergency Response Plan;  
 Carried

Motion: (RCM-318/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Rita Ossington

**THAT** October 17 to 23, 2016, be proclaimed as 'Waste Reduction Week' in the Town of Tecumseh.  
 Carried

(RCM 16-9)

**COMMITTEE MINUTES**

Motion: (RCM-319/16) Moved by Councillor Tania Jobin  
 Seconded by Councillor Brian Houston

**THAT** the August 11, 2016 Minutes of the Corn Festival Committee, as were duplicated and delivered to the Members of Council, are accepted.  
 Carried

Motion: (RCM-320/16) Moved by Councillor Brian Houston  
 Seconded by Deputy Mayor Joe Bachetti

**THAT** the September 13, 2016, Minutes of the Court of Revision regarding the East Townline Drain (Pike Creek Outlet), as were duplicated and delivered to the Members of Council, are accepted.  
 Carried

Motion: (RCM-321/16) Moved by Councillor Brian Houston  
 Seconded by Councillor Rita Ossington

**THAT** the September 12, 2016 Minutes of the Cultural & Arts Advisory Committee, as were duplicated and delivered to the Members of Council, are accepted.  
 Carried

Motion: (RCM-322/16) Moved by Councillor Tania Jobin  
 Seconded by Deputy Mayor Joe Bachetti

**THAT** the September 12, 2016 Minutes of the Heritage Committee, as were duplicated and delivered to the Members of Council, are accepted.  
 Carried

Motion: (RCM-323/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston  
**THAT** the September 8, 2016 Minutes of the Police Services Board, as were duplicated and delivered to the Members of Council, are accepted.

Carried

(RCM 16-10)

## **REPORTS**

Director Corporate Services & Clerk, September 15, 2016, Report No. 33/16, Re: Ontario 150 Partnership Program Grant Application

Motion: (RCM-324/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston  
**THAT** A Grant Application be submitted under the Ontario 150 Partnership Program (Program) for funding under the Priority Area of "Supporting Youth Entrepreneurship" with a total project cost of \$20,000, including non-refundable HST;  
**AND THAT** The Director Corporate Services & Clerk be authorized to sign any required documents necessary to complete the Grant Application;  
**AND FURTHER THAT** The Town's 25% share of the Program cost in the amount of \$5,000 be funded from the 2017 Youth Advisory Committee Forecast Budget.  
As recommended by the Director Corporate Services & Clerk, under Report No. 33/16, dated September 15, 2016.

Carried

Director Financial Services & Treasurer, September 19, 2016, Report No. 15/16  
Re: Ontario Infrastructure and Lands Corporation (OILC) Borrowing 2016

Motion: (RCM-325/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Tania Jobin  
**THAT** Borrowing upon 1.59 % (estimated) 5 year amortizing debentures in the Principal amount of \$284,000 for the financing of Burke/Outer/Morro Sanitary Sewer construction costs for 2016 be approved.  
As recommended by the Director Financial Services & Treasurer under Report No. 15/16, dated September 19, 2016.

Carried

Manager Building Services & Chief Building Official, September 15, 2016, Report No. 29/16 Re: 2016 2nd Quarter Permit Report

Motion: (RCM-326/16) Moved by Councillor Brian Houston  
Seconded by Councillor Andrew Dowie  
**THAT** Planning and Building Services Report No. 29/16, "2016 2nd Quarter Permit Report", be received.  
As recommended by the Manager Building Services & Chief Building Official, under Report No. 29/16, dated September 15, 2016.

Carried



Manager Planning, September 21, 2016, Report No. 30/16 Re: Tecumseh Transit Service (TTS) January to June 2016 Status Report and Public Infrastructure Fund (PTIF) Overview

Motion: (RCM-327/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Andrew Dowie

**THAT** The ridership and revenue analysis and the overview of the Public Transit Infrastructure Fund presented in Planning and Building Services Department Report No. 30/16, be received.

As recommended by the Manager Planning under Report No. 30/16, dated September 21, 2016.

Carried

Administration is asked to reach out to the City of Windsor and Town of Lakeshore to express interest in partnering their respective transit systems, as well as express an interest in regional transit.

Manager Roads & Fleet, September 7, 2016, Report No. 24/16 Re: Interim Paved Walkway Installation along County Road 42 - Preliminary Cost Estimate

Motion: (RCM-328/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Andrew Dowie

**THAT** Public Works & Environmental Services Report No. 24/16 regarding the preliminary cost estimate and related information of installing an interim paved walkway on County Road 42 be received for information purposes;

**AND THAT** Administration be directed to discontinue pursuing the construction of an interim paved walkway along County Road 42 from 12th Concession Road easterly to County Road 19 with the County of Essex (County);

**AND FURTHER THAT** The County be requested to expedite the reconstruction of County Road 42 between Banwell Road and Manning Road in accordance with the final design recommended in the Lauzon Parkway Class EA.

As recommended by the Manager Roads & Fleet under Report No. 24/16, dated September 7, 2016.

Carried

Drainage Superintendent, September 9, 2016, Report No. 45/16 Re: Request for Approval by Resolution for Drainage Apportionment Agreement

Motion: (RCM-329/16) Moved by Councillor Tania Jobin  
Seconded by Councillor Brian Houston

**THAT** Public Works and Environmental Services Report No. 45/16 titled "Request for Approval by Resolution for Drainage Apportionment Agreement" be received;

**AND THAT** The Drainage Apportionment Agreements for the following applications/parcels be approved by resolution:

Application No.	Property Owner	Affected Lands	Fee	Roll No.	Apportioned drains
B09/15	734032 Ontario Ltd. Patrick & Nicole Gerard	7075 11 <sup>th</sup> Concession Rd. CON 10 Part of Lots 1 & 2	\$0	410-0530	Santo Drain East McPherson Drain
B12/15	Brian and Sonia Banwell	5780 Holden Rd. CON 6 W Pt Lot 6	\$0	440-1500 440-1502	South Talbot Drain Part of the South Talbot & Holden Drain Merrick Creek Drain River Canard
B13/16	Mary Steinhoff	12425 Renaud Street, Pt Lot 153, Concession 2	\$175	160-0490	East Townline Drain (St. Clair Outlet)
Section 74 project	GECDSD	11555 Shields Street Part Lot 144, Con 3	\$175	570-3435	Banwell Road Drain Desjardin Drain Pike Creek Drain Little River Drain
Section 74 project	Brahmbhatt Assish	2400 Banwell Road Part Lot 144, Con 3	\$175	570-3430	Banwell Road Drain Desjardin Drain Pike Creek Drain Little River Drain
Section 74 project	Town of Tecumseh	Banwell Road	\$175	N/A	Banwell Road Drain Desjardin Drain Pike Creek Drain Little River Drain

As recommended by the Drainage Superintendent under Report No. 45/16, dated September 9, 2016.

Carried

Director Public Works & Environmental Services, September 14, 2016, Report No. 46/16 Re: Amendment to Refuse Control By-law 2003-40

Motion: (RCM-330/16) Moved by Councillor Andrew Dowie  
Seconded by Deputy Mayor Joe Bachetti

**THAT** Public Works & Environmental Services Report No. 46/16 titled Amendment to Refuse Control By-Law 2003-40, be received;

**AND THAT** The Refuse Control By-law be amended to require residents to store domestic waste (garbage) in hard-sided containers by deleting Section I(23)(2) of By-law 2003-40 that allows a polyethylene or other plastic bag for domestic waste storage for curbside collection;

**AND FURTHER THAT** Notice of the Refuse Control By-law amendment be mailed to residents and local business owners and given to them in the Shoreline Week and Essex Free Press, as well as on the Town's website, social media and Town App.

As recommended by the Director Public Works & Environmental Services under Report No. 46/16, dated September 14, 2016.

Carried

(RCM 16-11)

**BY-LAWS**

Motion: (RCM-331/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Andrew Dowie

**THAT** By-law No. 2016-70 Being a by-law to authorize the execution of a Market Licence Agreement between The Corporation of the Town of Tecumseh and Service Line Warranties of Canada, Inc;  
Be given first and second reading.

Carried

Motion: (RCM-332/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Brian Houston

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

**AND THAT** By-law No. 2016-70 Being a by-law to authorize the execution of a Market Licence Agreement between The Corporation of the Town of Tecumseh and Service Line Warranties of Canada, Inc;

Be given third and final reading.

Carried

(RCM 16-12)

**UNFINISHED BUSINESS**

The Members receive the Unfinished Business listing.

(RCM 16-13)

**NEW BUSINESS**

Complaints

Administration is thanked for responding to complaints in a timely manner.

Corn Festival

An inquiry is made into whether non-residents of the Town of Tecumseh can apply to become a Corn Festival Committee member.

Following the receipt of a complaint regarding accessible parking, it is suggested the Committee review charging for accessible parking and that the Accessible Special Events and Festivals Policy be provided to the Committee as part of their accessibility training.

Festivals & Events

Acknowledgement is given to the success of the Sandwich South celebration, the Fun Fest and Terry Fox Run.

Members are advised the In-Motion Walk will be held on October 5, 2016, at four (4) locations in the Town, namely:

- McAuliffe Park at 11:00 am
- St. Mary's Park at 11:00 am
- Lacasse Park at 1:00 pm
- Lakewood Park at 1:00 pm

Lacasse Park has been chosen as the media site.

(RCM 16-14)

**MOTIONS**

Motion: (RCM-333/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston

**THAT** By-law 2016-71, Being a by-law to confirm the proceedings of the September 27, 2016 regular meeting of the Council of The Corporation of the Town of Tecumseh;  
Be given first, second, third and final reading.

Carried

(RCM 16-15)

**NOTICES OF MOTIONS**

There are no Notices of Motion.

(RCM 16-16)

**NEXT MEETING**

The next Regular Council meeting will be held on Tuesday, October 11, 2016, at 7:00 p.m.

(RCM 16-17)

**ADJOURNMENT**

Motion: (RCM-334/16) Moved by Councillor Andrew Dowie  
Seconded by Deputy Mayor Joe Bachetti

**THAT** there being no further business the September 27, 2016, regular meeting of Council now adjourn at 9:59 pm.

Carried

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

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



CORPORATE SERVICES DEPARTMENT  
TELEPHONE 613-968-6481  
FAX 613-967-3206

## City of Belleville

169 FRONT STREET  
BELLEVILLE, ONTARIO  
K8N 2Y8

September 28, 2016

Lisa Thompson, MPP  
Huron-Bruce  
Room 425, Main Leg Bldg, Queen's Park  
Toronto, ON, M7A 1A8

Dear Ms. Thompson:

**RE:       Municipal Resolution on Supporting Agricultural Experts in  
          Their Fields  
          Motions  
          11.1, Belleville City Council Meeting, September 26, 2016**

This is to advise you that at the Council Meeting of September 26, 2016, the following resolution was approved.

"WHEREAS, Ontario-grown corn, soybean and wheat crops generate \$9 billion in economic output and are responsible for over 40,000 jobs; and

WHEREAS, Ontario farmers are stewards of the land and understand the importance of pollinators to our environment and ecosystems; and

WHEREAS, the Ontario government is implementing changes to ON Reg. 63/09 that would prevent any Certified Crop Advisor (CCA) from carrying out a pest assessment if they receive financial compensation from a manufacturer or retailer of a Class 12 pesticide; and

WHEREAS, Ontario's 538 Certified Crop Advisors who are capable of and willing to conduct pest assessments will be reduced to 80 should the proposed changes to the definition of professional pest advisor be implemented in August 2017 and

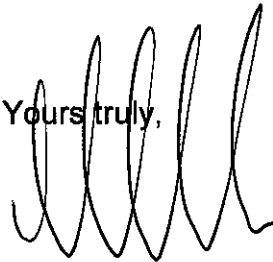
WHEREAS, the reduction in CCAs would force corn and soybean farmers to terminate the relationships that they have built with experts that understand their unique crop requirements, soil types, and field conditions, placing undue delays on planting crops;

THEREFORE, be it resolved that the Council of The Corporation of the City of Belleville supports the efforts of the Member of Provincial Parliament for Huron-Bruce to eliminate barriers to employment opportunities for CCAs, and allow Ontario farmers the freedom to engage in business with the expert of their choice; and

THAT a copy of this resolution be forwarded to all Members of Provincial Parliament, municipalities, and AMO."

I trust this is sufficient.

Yours truly,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end.

Matt MacDonald  
Acting Director of Corporate Services/City Clerk

MMacD/nh  
Pc: Todd Smith, MPP, Prince Edward-Hastings



## 2016 Accessibility Workshop - Opening Doors and Minds

### Scent-free event!

**Where:** Heritage Park Alliance Church, 2501 Concession Road 6, LaSalle, Ontario, N9H 0B5

**When:** Tuesday, October 25, 2016

**Cost:** \$37.00 per Workshop Participant (\$4.26 HST is included)

#### Itinerary:

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<b>8:30 am - 9:30 am</b>	Registration and Refreshments Opening Remarks
<b>9:30 am - 9:40 am</b>	Christine Easterbrook, Chair, Essex County Accessibility Advisory Committee (ECAAC) Keynote Speaker
<b>9:45 am - 10:45 am</b>	Dr. Jeff Preston Session 1A Alison Hawkins
<b>11:00 am - 12:00 pm</b>	Session 1B Mayor Bradley
<b>12:00 pm - 1:15 pm</b>	Lunch Session 2A Fran Odette
<b>1:15 pm - 2:15 pm</b>	Session 2B Melissa Graham Session 3A Justin Lammers
<b>2:30 pm - 3:30 pm</b>	Session 3B Karen Gignac

## Frequently Asked Questions:

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### Handi-Transit

**Phone number: 519-966-0930**

Cost of a one-way trip per person is **\$3.00** for City of Windsor residents.  
Cost of a one-way trip per person is **\$5.25** for Town of LaSalle residents.

Deadline to book a ride with Handi-Transit for this event is October 19, 2016.

Please contact the Council Services Administrative Assistant (Kate Hebert [khebert@countyofessex.on.ca](mailto:khebert@countyofessex.on.ca) 519-776-6441 x 1323) to inquire about transportation.

There are accessible parking spaces and automatic doors at indicated entrances.

Here is a link to the facility: <http://www.hpac.org/new-here/location/>

Please contact the Council Services Administrative Assistant (Kate Hebert) [khebert@countyofessex.on.ca](mailto:khebert@countyofessex.on.ca) 519-776-6441 x 1323.

Please bring your registration confirmation with you to the event.

Tickets are non-transferable and non-refundable.

Share this event on [Facebook](#) and [Twitter](#)

We hope you can make it!

Cheers,  
Corporation of the County of Essex - Accessibility Advisory Committee



MINUTES OF A MEETING OF  
THE CORN FESTIVAL COMMITTEE  
FOR THE TOWN OF TECUMSEH

A meeting of the Corn Festival Committee for the Town of Tecumseh was held on Thursday, September 15, 2016, at the Tecumseh Recreation Complex & Arena, 12021 McNorton Street, Tecumseh, Ontario, at 6:00 p.m.

(CF 9-1)

**CALL TO ORDER**

Chair calls the meeting to order at 6:15 p.m.

(CF 9-2)

**ROLL CALL & DISCLOSURE OF PECUNIARY INTEREST**

Present:	Executive Member	Connie Buckler
	Executive Member	Anthony Corona
	Executive Member	David Lozinsky
	Executive Member	Virginia Lopez
	Executive Member	Ron Matysek
	Executive Member	Jillian Parent
	Executive Member	Lawrence Pickle
	Executive Member	Leslie Furlan (6:49 p.m.)

Regrets:	Executive Member	Emily Bondy
	Executive Member	Charles Frank
	Executive Member	Cheryl Hardcastle

Also Present:	Councillor Liaison (alternate)	Brian Houston
	Administrative Assistant to the	Anne Kantharajah
	Director Corporate Services	
	Manager, Recreation	Kerri Rice
	Programs & Events	

(CF 9-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None.

(CF 9-4)

**DELEGATIONS AND COMMUNITY PARTNERS**

- a) Knights of Columbus, Mike Hutnik
- No issues reported; organization had a great working relationship with the Committee and the Town.
  - Attendance was low this year; weather conditions may have contributed to the reduced number of attendees.
  - Complete report regarding the Corn Festival will be submitted to the Knights of Columbus general membership meeting in October with report to follow to Town.
- b) Optimist Club of St. Clair Beach, Fred Raby, President
- Delegation from the Optimist Club is not present.

(CF 9-5)

**COMMUNICATIONS**

Motion: (CF-27/16) Moved by Member Anthony Corona  
Seconded by Member Lawrence Pickle

**That the August 11, 2016 Corn Festival Committee Minutes be approved.**

Carried

Motion: (CF-28/16) Moved by Member Ron Matysek  
Seconded by Member Virginia Lopez

**That Communication b), be received.**

Carried

Members discuss Parking Fees charged for handicapped vehicles. Committee members indicated that handicapped parking locations require better signage to designate the parking spots.

Administration confirmed that the Accessibility for Ontarians with Disabilities Act (AODA) standards requires equal and fair opportunity to services and that charging for onsite parking is permitted under the AODA.

Chair recommends that the issue be noted and brought forward to the 2017 Committee for consideration.

Motion: (CF-29/16) Moved by Member Ron Matysek  
Seconded by Member Jillian Parent

**That Communication c), be received.**

Carried

(CF 9-6)

**REPORTS**

a) Committee Chair

- David Lozinsky thanks all Committee members for their hard work and efforts. He received positive feedback from patrons regarding Senior's Day and Pageant.
- He will be meeting with the Fire Chief and Sergeant Rick Tonial to review the Emergency Safety Plan.
- A 2016 budget report may be presented to the Committee at the next meeting.

b) Classic Car Show

- Charles Frank sends regrets. Chair read aloud an informal report submitted by Charles Frank. The car show revenue total is \$460 (registrations) and expenditures is \$506.

c) Entertainment

- Councillor Brian Houston reports entertainment costs are well under budget.
- There was a great turnout for Greatest Hits Live and the Dog Show. Bouncy Castle and the Corn Maze drew in many patrons, as well.
- The stage was smaller this year and suggests that the Committee look for guidance from a representative in the industry to assist with drafting and reviewing the stage production proposals.
- It is recommended that two people are required to oversee the festival's entertainment during the festival weekend
- Recommends the committee consider including an outdoor movie night in the park after the pageant as another incentive for patrons to stay.
- Committee members acknowledge Councillor Brian Houston's efforts in managing the portfolio. Members thank Councillor Brian Houston for his great work.

d) Financial Strategies

- Although admission was down, \$47,370 and \$6,000 "in kind" has been raised in sponsorship. As well as \$44,000 in admission fees, \$23,499 from vendors, and \$4,345 from parking fees.
- It is recommended that the festival tracks the attendance of children under the age of 12 who attend for free.

- e) Hospitality / Merchandise / Uniforms
  - Connie Buckler indicates some frustration as one of her volunteers was absent, she was not provided with a cart, and there was miscommunication regarding her portfolio.
  - Otherwise, volunteer shirts were received, and there are many left over to use next year, and her portfolio was under budget.
- f) Marketing / Publications / Social Media
  - Ron Matysek and Virginia Lopez state it was their first year with the Corn Festival Committee, and it was a success.
  - Acknowledges the efforts Enya Pamila Shello and Marija Kulidzan, Marketing Students from St. Clair College who did an excellent job boosting Corn Festival on various social media outlets.
  - There are about 6 “stacks” of printed Schedule of Events left over. It is recommended that the viability of using printed Schedule of Events, be considered next year.
  - It is also recommended that sponsors and vendors be sent a “Thank you” letter with a questionnaire attached to obtain feedback. This can also improve customer relations, keep in touch with sponsors/vendors, and be another method of engaging with sponsors/vendors.
- g) Pageant
  - Jillian Parent thanks all members for a successful year. Although, the choreographer cancelled at the last minute, they were able to find someone to step in.
  - The pageant raised about \$200 in contestant registration, \$1,600 in sponsorship from the WFCU, and \$1,400 “in kind” sponsorship
  - Going forward, it is recommended the Committee choose a MC themselves, obtain a second trailer for the pageant, and the pageant to promote an active lifestyle.
- h) Parade
  - Jillian reads aloud correspondence from Emily Bondy. It is recommended next year, a provision be added to the parade application which reads parade themes must be family-oriented, and participants must follow OPP signs and directions during the parade, and failure to do so can result in ejection from the parade.
  - Judges should be clearly identifiable.
- i) Site Servicing / Vendors / Event Staff
  - Next year, it is recommended the Committee contact another supplier for the office trailers.
  - Vendor fee should be reviewed, for example, instead of charging by square feet, consider charging by small, medium, or large, or even charging all vendors the same price.
  - An ice machine is also recommended.
  - Thanks goes out to all staff members who took charge of parking attendance and utilities
  - The Nibby Tent was moved this year for easier access, however, it is recommended the tent be bigger.
- j) Spirit Squad & Interactive Activities
  - Bouncy Castle, Mini Golf tent, corn eating contest and colouring contest were all great hits.
  - Unfortunately, High Jinks has closed its doors, so the Committee will have to look to another supplier next year.
  - There were issues with absent volunteers. Recommend the committee consider an online volunteer application and engage with high schools to attract more volunteers.
  - Recommend ordering more medium sized “Little Nibby” shirts for older children.

(CF 9-7)

**UNFINISHED BUSINESS**

None

(CF 9-8)

**NEW BUSINESS**

**Photo Contest Submissions**

Committee members vote Ella, Age 2, to be the winner of the photo contest.

It is recommended the Photo Contest be run online as a social media contest.

(CF 9-9)

**NEXT MEETING**

The next meeting of the Tecumseh Corn Festival Committee will be scheduled Thursday, October 20, 2016 at 6:00 p.m. at the Tecumseh Recreation Complex and Arena.

(CF 9-10)

**ADJOURNMENT**

Motion: (CF-30/16) Moved by Member Leslie Furlan  
Seconded by Member Jillian Parent

**That the September 15, 2016, Corn Festival Committee meeting be adjourned at 8:39 p.m.**

Carried

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David Lozinsky, Chairperson

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

A joint meeting of the Senior Advisory Committee (SAC) and Youth Advisory Committee (YAC) for the Town of Tecumseh was held on Tuesday, September 20, 2016, in the Council Chambers at Town Hall, 917 Lesperance Road, Tecumseh at the hour of 6:00 p.m.

(SAC 4-1)

**ORDER**

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

(SAC 4-2)

**ROLL CALL**

Members Present:

Senior Advisory Committee

Member	- Nancy Tennant
Co-Chair	- Paul Morand
Member	- Dara Pfeifer O'Connor

Youth Advisory Committee

Chair	- Hannah Ruuth
Member	- Kristi Koutros
Member	- Brendon Froese (6:44 p.m.)
Member	- Payton Gardner
Member	- Rachel Haddad

Also Present:

Director Information & Communication Services	- Shaun Fuerth
Director Corporate Services & Clerk	- Laura Moy
Administrative Assistant to the Director Corporate Services & Clerk	- Anne Kantharajah
Committee Applicant	- Michelle Phillion
Committee Applicant	- Don Crowder
Committee Applicant	- Sylvia Rushmere

Absent:

Chair	- Doug Drouillard
Member	- Zachary Way

(SAC 4-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None Reported.

(SAC 4-4)

**DELEGATIONS**

Re: Use of Town's Social Media

The Director Information & Communication Services provides a presentation on various social media sites available to the Committees. He explains there are two options: (1) both of the Committees can promote their events and activities through existing Town's social media sites, or (2) create and develop new social media sites to exclusively promote their respective Committee activities and events.

Members of the YAC express interest in creating and operating a Facebook page to publicize events and activities to engage local youth. Members of the YAC are asked to contact the Clerk's Office to schedule training.

Members of the SAC express interest if there is sufficient content to publicize. The committee members would not be solely responsible for site content. The Corporate Services Department could provide support.

(SAC 4-5)

**COMMUNICATIONS**

**Minutes**

a) Senior and Youth Advisory Committees Meeting held August 16, 2016

Motion: (SAC 08/16) Moved by Hannah Ruuth  
Seconded by Payton Gardner

**THAT** the Minutes of the Senior and Youth Advisory Committees meeting held August 16, 2016, be approved.

Carried

(SAC 4-6)

**REPORTS**

None.

(SAC 4-7)

**UNFINISHED BUSINESS**

Ontario 150 Partnership Program (Program)

Director Corporate Services & Clerk overviews the parameters of the grants application in the Ontario 150 Partnership Program.

The Town's application is proposed as "Supporting Youth Entrepreneurship" which encourages organizations to partner with businesses to support youth entrepreneurship opportunities. The program is proposing to create workshops throughout the 2017 year, where students will have job shadowing and mentorship opportunities; meet and interact with leaders from different sectors [ie. government, not-for-profit, business, education, medical, industrial]; and, learn about employment opportunities and how to develop new skills.

The program will also partner with a variety of professional organizations, local government and educational institutes, such as: the Association of Municipal Managers and Clerks of Ontario (AMCTO), Ministry of Municipal Affairs, the University of Windsor and St. Clair College.

The Town's 25% share of the Program cost in the amount of \$5,000 will be funded from the 2017 YAC Forecast Budget.

Activity Report and Presentation to Tecumseh Town Council on September 27, 2016

Committee members are invited to present an overview of their 2016 activities and 2017 outlook to Town Council at their Regular Council Meeting, scheduled on Tuesday, September 27, 2016, at 7 p.m.

Members will send detailed information on their 2017 Outlook to the Director Corporate Services for inclusion in the presentation for Town Council.

(SAC 4-8)

**NEW BUSINESS**

FINA Swimming Championship Volunteers

Members of the Committees are given information regarding FINA Swimming Championship and their need for volunteers.

2016 Call for Committee and Award Applications

Members are reminded about the call for Committee appointments. Information is available through the Clerk's office and online through the Town's website. Members are encouraged to ask others (friends, families and colleagues) who may be interested to submit applications in the Fall to serve and be a part of the SAC, YAC, Tecumseh Accessibility Advisory Committee, Corn Festival Committee, Cultural and Arts Committee, or the Heritage Committee, as well as the Essex Power Board or the Business Improvement Area Board of Management.

There is also a call for Award Nominations for the Dr. Henri Breault Community Excellence Award and Donald "Donny" Massender Memorial Volunteer Award, as well as the 2017 Senior of the Year Award.

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

**Family Fun Fair Volunteers**

Brendan Froese advises members the Optimist Club is looking for volunteers for their Family Fun Fair.

He also advises the Optimist Club will provide a financial contribution or donation to the Committee for upcoming events and activities, if they volunteer.

(SAC 4-9)

**NEXT MEETING**

The next, joint meeting of the Committees will be held on Tuesday, October 18, 2016, at 6:00 p.m.

(SAC 4-10)

**ADJOURNMENT**

Motion: (SAC-10/16) Moved by: Dara Pfeifer O'Connor

Seconded by: Hannah Ruuth

**THAT** there being no further business, the September 20, 2016, joint meeting of the Senior and Youth Advisory Committees be adjourned at 6:57p.m.

Carried

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Paul Morand, Co-Chairperson

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Hannah Ruuth, Chairperson

**MINUTES OF A MEETING OF  
THE JOINT HEALTH & SAFETY ADVISORY COMMITTEE  
FOR THE TOWN OF TECUMSEH**

A meeting of the Joint Health & Safety Advisory Committee (JHSAC) for the Town of Tecumseh was held on Thursday, September 22, 2016 in the Tecumseh Meeting Room at Town Hall, 917 Lesperance Rd, Tecumseh at the hour of 1:00 p.m.

(JHSAC 2-1)

**ORDER**

The Chair calls the meeting to order at 1:20 p.m.

(JHSAC 2-2)

**ROLL CALL**

Members Present: Sam Paglia, Town Hall  
Denis Berthiaume, Manager Water & Wastewater  
Shawn LaPorte, Public Works & Environmental Services  
Ray Hammond, Manager Town Facilities  
Denis Laforet, Park and Recreation Services  
Bob Hamilton, Fire Prevention Officer (Liaison)

Also Present: Melissa Doetzel, Human Resources Officer

Absent: Laura Moy, Director Corporate Services & Clerk  
Casey Colthurst, Manager Parks & Horticulture

(JHSAC 2-3)

**DISCLOSURE OF PECUNIARY INTEREST**

None.

(JHSAC 2-4)

**DELEGATIONS**

None.

(JHSAC 2-5)

**COMMUNICATIONS**

Minutes

1. JHSAC Meeting held December 10, 2015.
2. JHSAC Meeting held April 21, 2016.

Motion: (JHSAC-01/16) Moved by Denis Berthiaume  
Seconded by Ray Hammond

**THAT** the Minutes of the JHSAC meetings held on December 10, 2015 and April 21, 2016 be approved.

Communication for Information

1. Health and Safety Policy

Motion: (JHSAC-02/16) Moved by Denis Berthiaume  
Seconded by Ray Hammond

**THAT** the Communication for Information on the September 22, 2016 Agenda be received.

Carried

Inspections

1. Arena, 12021 McNorton – November 30, 2015
2. Arena, 12021 McNorton – December 16, 2015
3. Arena, 12021 McNorton – January 22, 2016
4. Arena, 12021 McNorton – February 25, 2016
5. Arena, 12021 McNorton – March 24, 2016
6. Arena, 12021 McNorton – April 22, 2016
7. Arena, 12021 McNorton – May 27, 2016
8. Arena, 12021 McNorton – June 24, 2016
9. Arena, 12021 McNorton – July 21, 2016



10. Arena, 12021 McNorton – August 24, 2016
11. Community Centre, 13731 St Gregory – November 26, 2015
12. Community Centre, 13731 St Gregory – December 16, 2015
13. Community Centre, 13731 St Gregory – January 21, 2016
14. Community Centre, 13731 St Gregory – February 25, 2016
15. Community Centre, 13731 St Gregory – March 24, 2016
16. Community Centre, 13731 St Gregory – April 21, 2016
17. Community Centre, 13731 St Gregory – May 20, 2016
18. Community Centre, 13731 St Gregory – June 23, 2016
19. Community Centre, 13731 St Gregory – July 22, 2016
20. Community Centre, 13731 St Gregory – August 24, 2016
21. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – December 8, 2015
22. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – January 3, 2016
23. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – February 2, 2016
24. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – March 1, 2016
25. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – April 12, 2016
26. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – May 3, 2016
27. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – June 7, 2016
28. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – July 5, 2016
29. Fire & Rescue Services, Station No 1, 985 Lesperance Rd – August 2, 2016
30. Fire & Rescue Services, Station No 2, 5520 Walker Rd – January 5, 2016
31. Fire & Rescue Services, Station No 2, 5520 Walker Rd – February 2, 2016
32. Fire & Rescue Services, Station No 2, 5520 Walker Rd – March 23, 2016
33. Fire & Rescue Services, Station No 2, 5520 Walker Rd – April 1, 2016
34. Fire & Rescue Services, Station No 2, 5520 Walker Rd – May 4, 2016
35. Fire & Rescue Services, Station No 2, 5520 Walker Rd – June 10, 2016
36. Fire & Rescue Services, Station No 2, 5520 Walker Rd – July 6, 2016
37. Fire & Rescue Services, Station No 2, 5520 Walker Rd – August 10, 2016
38. Parks, 300 Manning – November 13, 2015
39. Parks, 300 Manning – December 15, 2015
40. Parks, 300 Manning – January 15, 2016
41. Parks, 300 Manning – February 15, 2016
42. Parks, 300 Manning – March 14, 2016
43. Parks, 300 Manning – April 14, 2016
44. Parks, 300 Manning – May 16, 2016
45. Parks, 300 Manning – June 14, 2016
46. Parks, 300 Manning – July 27, 2016
47. Parks, 300 Manning – August 15, 2016
48. Public Works, 1189 Lacasse Blvd. – December 23, 2015
49. Public Works, 1189 Lacasse Blvd. – January 29, 2016
50. Public Works, 1189 Lacasse Blvd. – February 24, 2016
51. Public Works, 1189 Lacasse Blvd. – March 31, 2016
52. Public Works, 1189 Lacasse Blvd. – April 25, 2016
53. Public Works, 1189 Lacasse Blvd. – May 31, 2016
54. Public Works, 1189 Lacasse Blvd. – June 28, 2016
55. Public Works, 1189 Lacasse Blvd. – July, 2016
56. Public Works, 1189 Lacasse Blvd. – August 29, 2016
57. Public Works, 2495 McCord – December 21, 2015
58. Public Works, 2495 McCord – January 5, 2016
59. Public Works, 2495 McCord – February 23, 2016
60. Public Works, 2495 McCord – March 31, 2016
61. Public Works, 2495 McCord – April 25, 2016
62. Public Works, 2495 McCord – May 31, 2016
63. Public Works, 2495 McCord – June 28, 2016
64. Public Works, 2495 McCord – July, 2016
65. Public Works, 2495 McCord – August 17, 2016
66. Public Works, 2391 St. Alphonse – December 22, 2015
67. Public Works, 2391 St. Alphonse – January 11, 2016
68. Public Works, 2391 St. Alphonse – February 29, 2016
69. Public Works, 2391 St. Alphonse – March 31, 2016
70. Public Works, 2391 St. Alphonse – April 12, 2016
71. Public Works, 2391 St. Alphonse – May 27, 2016
72. Public Works, 2391 St. Alphonse – June 24, 2016
73. Public Works, 2391 St. Alphonse – July 28, 2016
74. Public Works, 2391 St. Alphonse – August 31, 2016
75. Town Hall, 917 Lesperance Road – November 2, 2015

76. Town Hall, 917 Lesperance Road – December 14, 2015
77. Town Hall, 917 Lesperance Road – January 18, 2016
78. Town Hall, 917 Lesperance Road – February 17, 2016
79. Town Hall, 917 Lesperance Road – March 31, 2016
80. Town Hall, 917 Lesperance Road – April 12, 2016
81. Town Hall, 917 Lesperance Road – May 27, 2016
82. Town Hall, 917 Lesperance Road – June 24, 2016
83. Town Hall, 917 Lesperance Road – July 28, 2016
84. Town Hall, 917 Lesperance Road – August 31, 2016
85. Water Building, 1189 Lacasse – December 23, 2015
86. Water Building, 1189 Lacasse – January 29, 2016
87. Water Building, 1189 Lacasse – February 24, 2016
88. Water Building, 1189 Lacasse – March 31, 2016
89. Water Building, 1189 Lacasse – April 25, 2016
90. Water Building, 1189 Lacasse – May 31, 2016
91. Water Building, 1189 Lacasse – June 28, 2016
92. Water Building, 1189 Lacasse – July, 2016
93. Water Building, 1189 Lacasse – August 29, 2016
94. Pool – June 7, 2016
95. Pool – July 21, 2016
96. Pool – August 24, 2016

Motion: (JHSAC-03/16) Moved by Denis Laforet  
Seconded by Ray Hammond

**THAT** Inspections 1 through 96 on the September 22, 2016 Agenda, be received.

Carried

#### Monthly Maintenance Packages

1. Systems 24/7 – Monthly Implementation Package – January 2016
2. Systems 24/7 – Monthly Implementation Package – February 2016
3. Systems 24/7 – Monthly Implementation Package – March 2016
4. Systems 24/7 – Monthly Implementation Package – April 2016
5. Systems 24/7 – Monthly Implementation Package – May 2016
6. Systems 24/7 – Monthly Implementation Package – June 2016
7. Systems 24/7 – Monthly Implementation Package – July 2016
8. Systems 24/7 – Monthly Implementation Package – August 2016
9. Systems 24/7 – Monthly Implementation Package – September 2016

Motion: (JHSAC-04/16) Moved by Melissa Doetzel  
Seconded by Sam Paglia

**THAT** Monthly Maintenance Packages 1 through 9 on the September 22, 2016 Agenda, be received.

Carried

(JHSAC 2-6)

#### **REPORTS**

##### Accident/Incident Reports

- A. Accident Report, December 16, 2015, Tracking #2015-25
- B. Accident Report, December 28, 2015, Tracking #2015-26
- C. Accident Report, December 30, 2015, Tracking #2015-27
- D. Accident Report, January 12, 2016, Tracking #2016-01
- E. Accident Report, March 5, 2016, Tracking #2016-02
- F. Accident Report, April 11, 2016, Tracking #2016-03
- G. Accident Report, June 13, 2016, Tracking #2016-04
- H. Accident Report, June 28, 2016, Tracking #2016-05
- I. Accident Report, July 13, 2016, Tracking #2016-07
- J. Accident Report, July 20, 2016, Tracking #2016-08
- K. Accident Report, August 3, 2016, Tracking #2016-09
- L. Accident Report, August 5, 2016, Tracking #2016-10
- M. Accident Report, August 8, 2016, Tracking #2016-11
- N. Accident Report, August 8, 2016, Tracking #2016-12
- O. Accident Report, August 23, 2016, Tracking #2016-13
- P. 2016 Claims Management Summary

Motion: (JHSAC-05/16) Moved by Shawn Laporte  
Seconded by Denis Berthiaume

**THAT** Reports A through P on the September 22, 2016 Agenda, be received.

Carried

(JHSAC 2-7)

**UNFINISHED BUSINESS**

None.

(JHSAC 2-8)

**NEW BUSINESS**

*Fire Safety Plans* – each location has their own plans and the last time they were reviews and updated was in 2013. The Committee has agreed to review each of their specific plans and send back to Melissa Doetzel to include on the next Committee agenda.

*Fire Extinguisher Plan* – the plans at each location are out of date. The information has been brought to Mike Vogeli, Manager Building Services & Chief Building Officials attention and he has ensured to update the information.

*Meeting date & time* – a request was made to adjust the day of the week for the meetings as a new committee member does not work on Thursday. We have agree to change the day to the third Tuesday of the month.

(JHSAC 2-9)

**NEXT MEETING**

The next meeting of the Joint Health & Safety Advisory Committee will be held on Tuesday, December 13, 2016, at 2:00 p.m.

(JHSAC 2-10)

**ADJOURNMENT**

Motion: (JHSAC- 06/16) Moved by Melissa Doetzel  
Seconded by Denis Laforet

**THAT** there being no further business, the September 22, 2016 meeting of the JHSAC be adjourned at 2:00 pm.

Carried

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Laura Moy, Chair

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Sam Paglia, Co-Chair

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

A meeting of the Policies and Priorities Committee for the Town of Tecumseh was held on Tuesday, September 27, 2016, at 5:00 p.m. in the Council Chambers, 917 Lesperance Road, Tecumseh, Ontario.

(PPC 1-1)

**ORDER**

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

(PPC 1-2)

**ROLL CALL**

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

Also Present:	Chief Administrative Officer	- Tony Haddad
	Director Corporate Services & Clerk	- Laura Moy
	Deputy Clerk	- Tatiana Dafoe
	Director Information & Communication Services	- Shaun Fuerth
	Director Financial Services & Treasurer	- Luc Gagnon
	Director Fire Services & Fire Chief	- Doug Pitre
	Director Public Works & Environmental Services	- Dan Piescic
	Director Parks & Recreation	- Paul Anthony
	Director Planning & Building Services	- Brian Hillman
	Manager Engineering Services	- Phil Bartnik
	Manager Planning	- Chad Jeffrey
	Manager Strategic Initiatives	- Lesley Racicot

(PPC 1-3)

**DISCLOSURE OF PECUNIARY INTEREST**

There is no disclosure of pecuniary interest.

(PPC 1-4)

**DELEGATIONS**

**Police Services Board Term of Appointment**

Mr. Chris Hales, Chair of the Tecumseh Police Services Board explains to Council the background to the Board's request to extend the term of the current municipal appointment to four years. The *Police Services Act* is under review. Police Services Boards will need to engage the residents of the Town to develop policies and procedures requiring a greater need for members to have continuity and understanding of the Act. He expresses a need for fully engaged and trained representatives.

**Motion:** (PPC-01/16) Moved by Deputy Mayor Joe Bachetti  
Seconded by Councillor Andrew Dowie

**THAT** Corporate Services & Clerks Report No. 32/16 regarding the term of appointments for the Committees and Boards, be brought forward on the agenda

Carried.

The Mayor reminds the members the term of Chris Hales' appointment by the Ministry will expire on September 28, 2016 and has yet to be extended.

A member advises that discussion was held on the Board's request at their August 9, 2016, Regular Meeting of Council. No action was taken on the Board's request, due to a lack of desire to change the current appointments.

In response to a query by a member, Mr. Hales advises there was no mention of extending the Municipal Councillor's appointment term to the Board but that he would support the extension of the Councillor Appointment.

Motion: (PPC-02/16) Moved by Councillor Andrew Dowie  
Seconded by Councillor Brian Houston  
**THAT** the Policies & Priorities Committee convene in camera at 5:24 pm in accordance with Section 239(b) of the *Municipal Act, 2001*, to consider a personal matter about an identifiable individual, including municipal or local board employees.

Carried.

Motion: (PPC-03/16) Moved by Councillor Andrew Dowie  
Seconded by Councillor Tania Jobin  
**THAT** the Policies & Priorities Committee reconvene in public session at 5:52 pm.

Carried.

Director Corporate Services & Clerk, September 21, 2016, Report No. 32/16 Re: Committee and Board Term of Appointments

Motion: (PPC-04/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston  
**THAT** Corporate Services & Clerks Report No. 32/16 regarding the term of appointments for the Committees and Boards, be received;  
**AND THAT** the term of appointment for the Police Services Board municipal appointments be a four (4) year term;  
**AND THAT** the term of the Essex Power Board be two (2) years;  
**AND FURTHER THAT** the term of ERCA be four (4) years effective immediately;  
**AND FURTHER MORE THAT** the Committee and Board Applications be amended to require candidates to be an eligible candidate in the municipal election.

Carried.

(PPC 1-5)

**COMMUNICATIONS**

None.

(PPC 1-6)

**REPORTS**

Director Corporate Services & Clerk, September 12, 2016, Report No. 34/16 Re: Examination of Urban Chicken Control & Rodent Complaints

Motion: (PPC-05/16) Moved by Councillor Rita Ossington  
Seconded by Councillor Brian Houston  
**THAT** Corporate Services & Clerk Report No. 34/16, titled "Examination of Urban Chicken Control & Rodent Complaints" be received.  
As recommended by the Director Corporate Services & Clerk, under Report No. 34/16 dated September 12, 2016.

Carried

Members are informed that following the receipt complaints regarding urban chickens, rodents and other wildlife, Administration has prepared an information report regarding steps the Town has taken to provide residents with information on preventing urban wildlife, along with programs/initiatives currently being researched. A report with recommendations will be provided at an upcoming meeting.

Potential causes of urban wildlife are linked to the presence of food and shelter which can include the feeding of feral cats and birds, along with urban chickens and vegetable gardens.

A suggestion is made to encourage area restaurants to maintain refuse area and arrange for regular pick up. Further public education is also suggested.

Motion: (PPC-06/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Brian Houston  
**THAT** Melanie Coulter, Windsor Essex County Humane Society be invited to come forward as a delegation.

Carried.

Ms. Melanie Coulter, from the Windsor Essex County Humane Society (WECHS) states there is the potential for owners to care for their animals irresponsibly, whether dogs, cats, or chickens. If the Town wishes to regulate the keeping of urban chickens there are benefits such as the raising of chickens in a backyard being more humane than is the experience of other chickens.

She states the WECHS is happy to assist the Town in reviewing whether or not to regulate or restrict urban chickens. She notes the WECHS does take in stray chickens, some from investigations, others are brought in because the owner thought they were purchasing a female when in fact it was a male.

In response to a query regarding the types of regulations other municipalities have implemented. Ms. Coulter states a wide variation of regulations were permitted, generally relating to coop structure, gender and the number of hens.

A request is made for Administration to look at preventative wildlife programs, similar to the City of Windsor program which offers rat baiting at a cost to their residents.

Administration is asked to circulate the information sheet appended to the report on the Town's website, Town App and social media.

Director Corporate Services & Clerk, September 8, 2016, Report No. 35/16 Re: Travel Policy Amendment

Motion: (PPC-07/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Rita Ossington  
**THAT** Director Corporate Services & Clerk Report No.35/16 regarding amendments to the Travel Policy, be received;  
**AND THAT** the amendment to the Travel Policy shown in Appendix 1, be approved.  
 As recommended by the Director Corporate Services & Clerk, under Report No. 35/16, dated September 8, 2016.

Carried

The Chief Administrative Officer informs the members that travel not covered under reimbursement for long trips is now treated under the Municipal Officer Allowance. He advises that surveys of area municipalities are undertaken to compare travel policies. The last survey was completed during the previous review of the Travel Policy.

With respect to compensation for longer types of travel, it occurs infrequently and is referenced in the policy under compensation paid to council or salary continuation.

The Director Corporate Services & Clerks states there are two issues needing to be addressed. First is the per diem of \$200 which is paid to Council when travelling or attending a conference. There is also a daily meal allowance of \$80 which provides for the provision of food while in attendance at a conference, forum or workshop. On the day of travel, members of council do not receive a per diem or meal allowance because Council as well as staff are compensated through their annual salaries. Council also receives a 1/3 tax exemption to cover incidentals in the discharge of their duties. With respect to the meal allowance, this is paid during attendance at a conference, forum or workshop. Often at these events, meals are provided, which means attendees do not need to utilize their meal allowance fully. To offset the cost on the day of travel, the daily meal allowance for the event could be utilized.

She further notes that for staff traveling on weekdays, they are not compensated. When staff travel on their day off including weekends and holidays, they are given a half day or full day in lieu depending on the number of kilometres traveled.

In response to a query, the Chief Administrative Officer explains the reasoning for expenses being paid following attendance at an event to avoid reconciliation, and duplication of work, while improving operational efficiency.

The Director Financial Services & Treasurer adds a flat rate allowance is more efficient and a best practice.

**Motion:** (PPC-08/16) Moved by Councillor Rita Ossington  
 Seconded by Deputy Mayor Joe Bachetti  
**THAT** the meal allowance be provided on the day of travel and pro-rated per diem on days of travel.

Carried

Director Financial Services & Treasurer, September 8, 2016, Report No. 16/16  
Re: Policy # 90 - Municipal Drain Policy

**Motion:** (PPC-09/16) Moved by Councillor Andrew Dowie  
 Seconded by Deputy Mayor Joe Bachetti  
**THAT** The draft Policy # 90 Municipal Drain Financing, as appended to Financial Services Report 16/16 be approved.  
 As recommended by the Director Financial Services & Treasurer, under Report No. 16/16, dated September 8, 2016.

Carried

Director Financial Services & Treasurer, September 19, 2016, Report No. 17/16  
Re: Corporate Credit Card Issuance & Use Policy #16 - Updated 2016

**Motion:** (PPC-10/16) Moved by Councillor Andrew Dowie  
 Seconded by Councillor Rita Ossington  
**THAT** Updated Policy #16 Corporate Credit Card Issuance & Use Policy be approved.  
 As recommended by the Director Financial Services & Treasurer, under Report No. 17/16, dated September 19, 2016.

Carried

Director Planning & Building Services and Development Co-ordinator, September 19, 2016, Report No. 28/16, Re: Summary of Draft New Sign By-law

**Motion:** (PPC-11/16) Moved by Councillor Rita Ossington  
 Seconded by Councillor Andrew Dowie

**THAT** Planning and Building Services Report 28/16 entitled Summary of Draft New Sign By-law be received;

**AND THAT** the Draft New Sign By-law be revised as necessary to reflect feedback from Council;

**AND THAT** the Draft New Sign By-law, as revised, be circulated for further comment amongst Administration and the BIA;

**AND THAT** an Open House be scheduled to receive public input;

**AND FURTHER THAT** a further Report be provided to Council summarizing comments received and the submission of a new sign by-law for Council consideration for adoption.

As recommended by the Director Planning & Building Services and Development Co-ordinator, under Report No. 28/16, dated September 19, 2016.

Carried

Concern is expressed regarding the regulation of business signs located on residential properties. It is recommended that lighted signs in residential areas not be permitted.

A request is made for benefits to be offered to Council Members. The CAO advises a report on this matter will be presented.

Motion: (PPC-12/16) Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rita Ossington

**THAT** members of Council be given the same benefits as non-union employees.

Carried

(PPC 1-7)

#### **NEXT MEETING**

The next meeting of the Policies and Priorities Committee will be held at the call of the Chairperson.

(PPC 1-8)

#### **ADJOURNMENT**

Motion: (PPC-13/16) Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**THAT** there being no further business to discuss, the September 27, 2016 meeting of the Policies and Priorities Committee be adjourned at 6:47 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk





## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 36/16

**TO:** Mayor and Members of Council

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

**DATE:** September 28, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** 2017 December Holiday Schedule

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### **RECOMMENDATION**

It is recommended:

1. That the Tecumseh Town Hall Offices close for the 2017 December Holiday Season from Monday, December 25, 2017, through to and including Monday, January 1, 2018.

### **BACKGROUND**

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

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

Approval of the 2017 December Holiday Schedule and Town Hall closure is being requested, to permit the 2017 Essex Windsor Solid Waste Authority (EWSWA) Collection Calendar to include all holidays and the dates on which the Town Hall is closed. The EWSWA Calendar starts development in the Fall of each year in order to be ready for distribution in the following January.

The 2017 Council Meeting and Holiday Calendar is also being developed by the Corporate Services & Clerk's Department [Corporate Services & Clerk Report No. 37/16 Re: 2017 Council Meeting Calendar].

## **COMMENTS**

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

- Christmas Eve (Sunday, December 24, 2017);
- Christmas Day (Monday, December 25, 2017);
- Boxing Day (Tuesday, December 26, 2017);
- New Year's Eve (Sunday, December 31, 2017); and
- New Year's Day (Monday, January 1, 2018).

Article 12.02 of the Collective Agreement states that *"If a paid holiday falls on a Sunday, the holiday will normally be observed on the following Monday and if a paid holiday falls on a Saturday, the holiday will normally be observed on the preceding Friday."*

As the Christmas Eve Holiday falls on Sunday, December 24, 2017, it would normally be observed on the following Monday, in accordance with the Collective Agreement. The Christmas Day Holiday falls on Monday, December 25, 2017 and Boxing Day Holiday falls on Tuesday, December 26, 2017. In the circumstance, CUPE has agreed that the Christmas Eve Holiday be observed on Wednesday, December 27, 2017.

Similarly, as the New Year's Eve Holiday falls on Sunday, December 31, 2017, it would normally be observed on the following Monday. However, as the New Year's Day Holiday falls on Monday, January 1, 2018, CUPE has agreed that the New Year's Eve Holiday be observed on Friday, December 29, 2017.

In order to close Town Hall during the Christmas and Holiday Season in 2017, from Monday, December 25, 2017, through to and including Monday, January 1, 2018, it will be necessary for staff to utilize one (1) day of either vacation, banked overtime, float or unpaid leave, on Thursday, December 28, 2017.

The following Table depicts the 2017 Holidays and observance days which have been described.

<b>DECEMBER 2017</b>						
<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
24 Christmas Eve	25 Christmas Day	26 Boxing Day	27 Christmas Eve Observance	28 Office Closed	29 New Year's Eve Observance	30
31 New Year's Eve						
<b>JANUARY 2018</b>						
	1 New Year's Day	2 Office Opens	3	4	5	6

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

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

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

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

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

## **CONSULTATIONS**

CUPE Local 702.2

## **FINANCIAL IMPLICATIONS**

There are no financial implications arising from this report.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒ Tecumseh App ☒

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

Prepared by:

---

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

LM/ak



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk Department  
Report No. 37/16

**TO:** Mayor and Members of Council

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

**DATE:** September 27, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** 2017 Council Meeting Calendar

---

### **RECOMMENDATIONS**

It is recommended:

1. That the following Regular Council Meeting dates in 2017, be cancelled:
  - a. Tuesday, January 10;
  - b. Tuesday, June 13;
  - c. Tuesday, August 22; and
  - d. Tuesday, December 26.
2. Meetings of the Personnel and Policies & Priorities Committees be held at the call of the Chairperson; and further that
3. The alterations to the above dates be included in the 2017 Council Meeting Calendar and EWSWA Collection Calendar; and furthermore that
4. Notice of the altered meeting dates be posted to the Town's website, Tecumseh App, and linked to its Social Media Pages [Facebook and Twitter], as well as publicized in the local newspaper when practical.

### **BACKGROUND**

The Council and Committee Meetings Calendar is prepared annually by the Corporate Services & Clerk's Department [[Appendix 1](#)].

The Department also works in partnership with the Essex Windsor Solid Waste Authority [EWSWA], and the Public Works & Environmental Services Department, on the preparation of the annual EWSWA Collection Calendar.

The EWSWA Collection Calendar is a useful reference guide for Tecumseh residents for refuse, white goods and organic collection dates, as well as recycling collection days. The EWSWA Collection Calendar also contains the dates for the Regular Council Meetings, along with other Town events and activities [ie: Corn Festival and Christmas in Tecumseh].

The 2017 Council and Committee Meeting Calendar and the EWSWA Collection Calendar are currently being developed. This report outlines potential conflicts of Council Meetings with other municipal business, events and activities and offers suggested resolutions to the noted conflicts. Resolutions of these conflicts are proposed in this report in order to prepare accurate and complete calendars for the coming year.

## **COMMENTS**

### **Regular Council Meeting Dates**

Regular Council Meetings are held on the second and fourth Tuesday of each month, in accordance with By-law No. 2008-69, as amended, which governs the proceedings of Council and its Committees [Procedural By-law]. The Procedural By-law also permits the alteration of these meetings as will be discussed later in this report.

The Tecumseh Town Hall will be closed from December 22, 2016, through to and including January 2, 2017 for the Holiday Season. The first regular meeting of Council in 2017 would be held on January 10 requiring the Preliminary Agenda to be produced on January 3, the date on which the Town Hall will re-open following 2016 Holiday Season and the complete Agenda to be produced on January 5, 2017.

Council has traditionally reduced the number of meetings held in the summer months of June and August by two (2) meeting dates. The meeting dates which are cancelled generally conflict with commitments to other municipal related business and/or events.

It has also been the practice to hold one meeting date in the month of December. The second meeting date in December 2017 conflicts with Boxing Day [December 26].

To prepare calendars which best capture the 2017 Council and Committee meeting schedule, it is recommended potential conflicting meeting dates with other municipal business, events/activities and holidays be considered at this time.

The following Regular Council Meetings are recommended for cancellation in 2017:

- a. Tuesday, January 10;
- b. Tuesday, June 13;
- c. Tuesday, August 22;
- d. Tuesday, December 26.

### **Standing Committees**

The Personnel Committee and the Policies & Priorities Committee meet at the call of the Chairperson.

### **Notice**

The *Municipal Act, 2001* [Act] requires a Council to adopt a Procedural By-law to govern the calling, place and proceedings of meetings and to provide for public notice of meetings. Section 4 (c)(2) of the Procedural By-law provides the following notice to be given for alteration of a meeting date:

*“Notice of the alteration shall be given in accordance with the relevant provisions of the Act, as amended from time to time and/or any by-law by the Town specifying requirements for the giving of notice.”*

While the Act does not provide for a specified notice to be given for the alteration of a regular Council or Committee meeting, the Town's Notice By-law (2003-06) states:

*"reasonable notice in a form and in the manner and at the times that the Council considers adequate to give reasonable notice."*

Notice of alterations to meeting dates and times are declared by Council at an open meeting. The public is informed of meeting schedules through advertisements in the local newspaper(s) Town's website, Tecumseh App, and through Social Media [Facebook and Twitter].

Information about regular meeting dates of Council and its Committees is provided in the EWSWA Collection Calendar, as well as other special town events.

## **CONSULTATIONS**

None.

## **FINANCIAL IMPLICATIONS**

There are no financial implications on the proposed changes to the 2017 Council Meeting Calendar.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☐

Website ☒ Social Media ☒ News Release ☒ Local Newspaper ☒ Tecumseh App ☒



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

Prepared by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

LM/ak

Attachment:

1. 2017 Regular Council Meeting & Holiday Calendar

**2017**  
Regular Council Meeting & Holiday

42



## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 39/16

**TO:** Mayor and Members of Council

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

**DATE:** September 27, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** IESO Feed-In Tariff Program Version 5  
Municipal Template Resolution Request – Essex Energy Corporation

---

### **RECOMMENDATIONS**

It is recommended:

1. That Corporate Services & Clerk Report No. 39/~~45~~16 be received; and that
2. The Independent Electricity Services Operator (IESO) Feed-In Tariff (FIT) Program Template Municipal Council Support Resolution, attached as Appendix A, regarding Essex Energy Corporation's Application under the IESO FIT 5.0 Program for a solar rooftop project at 2730 Highway #3, Oldcastle, ON, be adopted.

### **BACKGROUND**

In 2009, the Province of Ontario implemented a FIT Program through which the Ontario Power Authority (OPA) can procure electricity generated by renewable technologies under long-term contracts. The FIT Program is for projects over ten (10) kilowatts, while the microFIT Program is for projects ten (10) kilowatts or less.

On March 19, 2012, the Ontario Government issued its two year FIT Program review recommendations. As a result of the large number of pending FIT applications, the OPA designed a point system to help evaluate applications. If a FIT application is supported by a municipal resolution, the applicant can be awarded additional points. The more points applicable to the FIT application, the greater the chance it will receive a FIT contract.

Under the *Green Energy Act* municipalities have little authority to regulate where rooftop solar projects are installed. A municipality may choose not to provide a resolution in support of a FIT application, in which case the applicant would not receive any priority points; however, the applicant would not be prevented from submitting the project to the Independent Electricity Service Operator (IESO) for consideration. The resolution is intended only to expedite projects through the system.

The IESO has developed two different templates for an applicant to request municipal support for their energy project: (1) template offers a separate resolution for each individual project, or (2) template offers municipalities an opportunity to pass a 'blanket' resolution of support for all FIT projects within the municipality.

Both template resolutions must be the same as shown in the template in order for the applicant to obtain priority points. Priority points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

In 2012 and 2013 Council passed the blanket form of resolution (RCM-321/12 and RCM-357/13) in support of all FIT projects within the Town.

The Ontario Government opened a further application window on July 13, 2015, for the FIT 4.0 Program.

Council at their June 23, 2015, Regular Meeting received Staff Services/Clerks Report No.16/15 recommending that a blanket resolution be passed. Given the Town has little to no authority to regulate solar projects and that there is no formal standard of reviewing FIT applications by municipalities, it was recommended that the blanket resolution required by the OPA in Section 5.1(g)(i) of the FIT Rules, Version 4.0, be passed in support of applications to the OPA under the FIT Program for rooftop solar PV generation projects over ten (10) kilowatts and under five hundred (500) kilowatts, located within the Town of Tecumseh.

At the meeting Council resolved to pass individual resolutions for each application, including an application by Essex Energy Corporation with respect to a solar project at their operations centre located at 2730 Highway #3, in the Town of Tecumseh.

## **COMMENTS**

On August 26, 2016, the IESO posted final versions of the FIT 5.0 Rules, FIT Contract, Standard Definitions and Prescribed Forms in advance of the upcoming FIT 5.0 Application Period, which is scheduled to open on October 31, 2016.

In accordance with the FIT 5.0 Rules, Essex Energy Corporation is requesting support of their “Solar (PV)(Rooftop) Project” at their operations centre located at 2730 Highway #3, Oldcastle, ON in the form of the IESO’s “Municipal Council Support Resolution.”

The IESO Template Municipal Council Support Resolution for Essex Energy Corporation is attached as [Appendix A](#).

## **CONSULTATIONS**

IESO  
Essex Energy Corporation

## **FINANCIAL IMPLICATIONS**

There is no financial impact associated with the request for the Council resolution. The Town may realize revenues from permit fees, should local projects receive OPA FIT approval.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. FIT V.5 Template: Municipal Council Support Resolution

/lm

## Appendix A



**FEED-IN TARIFF  
PROGRAM**

WRITABLE FORM

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120 Adelaide Street West, Suite 1600  
 Toronto, Ontario M5H 1T1  
 T 416-967-7474  
 F 416-967-1947  
 www.ieso.ca

### TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

<p><b>1</b></p> <p>Resolution number: _____</p> <p>Date resolution was passed: _____</p>	<p>FIT Reference Number: _____</p> <p><i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i></p>
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<p><b>2</b></p>	<p><b>[WHEREAS]</b> capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.</p> <p>Revised August 24, 2015 (v. 1-2015)</p> <p><b>[AND WHEREAS]</b> _____ Essex Energy Corporaiton _____ (the "Applicant") proposes to construct and operate a _____ Solar (PV) (Rooftop) _____ (the "Project") on _____ 2730 Highway #3, Oldcastle, ON _____ (the "Lands") in _____ Corporation of the Town of Tecumseh _____ under the province's FIT Program;</p> <p><b>[AND WHEREAS]</b> the Applicant has requested that Council of _____ Corporation of the Town of Tecumseh _____ indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p><b>[AND WHEREAS]</b> pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p><b>[NOW THEREFORE BE IT RESOLVED THAT]</b></p> <p>Council of the _____ Corporation of the Town of Tecumseh _____ supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>
-----------------	--

<p><b>3</b></p>	<p>Signed: _____ Signed: _____</p> <p>Title: _____ Title: _____</p> <p>Date: _____ Date: _____</p> <p><i>(Signature lines for elected representatives. At least one signature required.)</i></p>
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## THE CORPORATION OF THE TOWN OF TECUMSEH

Corporate Services & Clerk  
Report No. 40/16

**TO:** Mayor and Members of Council

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

**DATE:** September 27, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** IESO Feed-In Tariff Program Version 5  
Municipal Template Resolution Request – Solar Power Network

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### **RECOMMENDATIONS**

It is recommended:

1. That Corporate Services & Clerk Report No. 40/16 be received; and that
2. The Independent Electricity Services Operator (IESO) Feed-In Tariff (FIT) Program Template Municipal Council Support Resolution, attached as Appendix A, regarding Solar Power Network's Application under the IESO FIT 5.0 Program for a solar rooftop project at 2179 Fasan Dr., Tecumseh, ON, be adopted.

### **BACKGROUND**

In 2009, the Province of Ontario implemented a FIT Program through which the Ontario Power Authority (OPA) can procure electricity generated by renewable technologies under long-term contracts. The FIT Program is for projects over ten (10) kilowatts, while the microFIT Program is for projects ten (10) kilowatts or less.

On March 19, 2012, the Ontario Government issued its two year FIT Program review recommendations. As a result of the large number of pending FIT applications, the OPA designed a point system to help evaluate applications. If a FIT application is supported by a municipal resolution, the applicant can be awarded additional points. The more points applicable to the FIT application, the greater the chance it will receive a FIT contract.

Under the *Green Energy Act* municipalities have little authority to regulate where rooftop solar projects are installed. A municipality may choose not to provide a resolution in support of a FIT application, in which case the applicant would not receive any priority points; however, the applicant would not be prevented from submitting the project to the Independent Electricity Service Operator (IESO) for consideration. The resolution is intended only to expedite projects through the system.

The IESO has developed two different templates for an applicant to request municipal support for their energy project: (1) template offers a separate resolution for each individual project, or (2) template offers municipalities an opportunity to pass a 'blanket' resolution of support for all FIT projects within the municipality.



Both template resolutions must be the same as shown in the template in order for the applicant to obtain priority points. Priority points will not be awarded if the resolution includes additional conditions or delegation of authority to staff for additional approvals.

In 2012 and 2013 Council passed the blanket form of resolution (RCM-321/12 and RCM-357/13) in support of all FIT projects within the Town.

The Ontario Government opened a further application window on July 13, 2015, for the FIT 4.0 Program.

Council at their June 23, 2015, Regular Meeting received Staff Services/Clerks Report No.16/15 recommending that a blanket resolution be passed. Given the Town has little to no authority to regulate solar projects and that there is no formal standard of reviewing FIT applications by municipalities, it was recommended that the blanket resolution required by the OPA in Section 5.1(g)(i) of the FIT Rules, Version 4.0, be passed in support of applications to the OPA under the FIT Program for rooftop solar PV generation projects over ten (10) kilowatts and under five hundred (500) kilowatts, located within the Town of Tecumseh.

At the meeting Council resolved to pass individual resolutions for each application, including an application by Solar Power Network with respect to a solar project located at 2179 Fasan Drive, in the Town of Tecumseh.

## **COMMENTS**

On August 26, 2016, the IESO posted final versions of the FIT 5.0 Rules, FIT Contract, Standard Definitions and Prescribed Forms in advance of the upcoming FIT 5.0 Application Period, which is scheduled to open on October 31, 2016.

In accordance with the FIT 5.0 Rules, Solar Power Network is once again requesting support of their "Solar (PV)(Rooftop) Project" at the Carpenters Training Centre located at 2179 Fasan Drive, Tecumseh, ON in the form of the IESO's "Municipal Council Support Resolution."

The IESO Template Municipal Council Support Resolution for Essex Energy Corporation is attached as [Appendix A](#).

## **CONSULTATIONS**

IESO  
Solar Power Network

## **FINANCIAL IMPLICATIONS**

There is no financial impact associated with the request for the Council resolution. The Town may realize revenues from permit fees, should local projects receive OPA FIT approval.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1. FIT V.5 Template: Municipal Council Support Resolution

/lm

## Appendix A



**FEED-IN TARIFF  
PROGRAM**

WRITABLE FORM

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120 Adelaide Street West, Suite 1600  
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 F 416-967-1947  
 www.ieso.ca

### TEMPLATE: MUNICIPAL COUNCIL SUPPORT RESOLUTION

Section 5.1(g)(i) of the FIT Rules, Version 5.0

Page 1 of 1 Jun 2016 IESOMRD/f-FIT-010r1

<b>1</b>	<p>Resolution number: _____</p> <p>Date resolution was passed: _____ October 11, 2016 _____</p>	<p>FIT Reference Number: _____</p> <p><i>(The FIT Reference Number must be inserted by the Applicant in order for the resolution to comply with the FIT Rules, even where Local Municipality letterhead is used. This is not to be inserted by the Local Municipality.)</i></p>						
<b>2</b>	<p>[WHEREAS] capitalized terms not defined herein have the meanings ascribed to them in the FIT Rules, Version 5.0.</p> <p>[AND WHEREAS] _____ SPN LP 16 _____ (the "Applicant") proposes to construct and operate a _____ Rooftop Solar _____ (the "Project") on _____ 70621-0072 (LT) _____ (the "Lands") in _____ The Corporation of the Town of Tecumseh _____ under the province's FIT Program;</p> <p>[AND WHEREAS] the Applicant has requested that Council of _____ The Corporation of the Town of Tecumseh _____ indicate by resolution Council's support for the construction and operation of the Project on the Property.</p> <p>[AND WHEREAS] pursuant to the FIT Rules, Version 5.0, Applications whose Projects receive the formal support of Local Municipalities will be awarded Priority Points, which may result in the Applicant being offered a FIT Contract prior to other Persons applying for FIT Contracts;</p> <p>[NOW THEREFORE BE IT RESOLVED THAT]</p> <p>Council of the _____ The Corporation of the Town of Tecumseh _____ supports the construction and operation of the Project on the Lands.</p> <p>This resolution's sole purpose is to enable the Applicant to receive Priority Points under the FIT Program and may not be used for the purpose of any other form of municipal approval in relation to the Application or Project, or for any other purpose.</p>							
<b>3</b>	<table style="width: 100%;"> <tr> <td style="width: 50%;">Signed: _____</td> <td style="width: 50%;">Signed: _____</td> </tr> <tr> <td>Title: _____ Mayor _____</td> <td>Title: _____ Director Corporate Services &amp; Clerk _____</td> </tr> <tr> <td>Date: _____ October 11, 2016 _____</td> <td>Date: _____ October 11, 2016 _____</td> </tr> </table> <p><i>(Signature lines for elected representatives. At least one signature required.)</i></p>		Signed: _____	Signed: _____	Title: _____ Mayor _____	Title: _____ Director Corporate Services & Clerk _____	Date: _____ October 11, 2016 _____	Date: _____ October 11, 2016 _____
Signed: _____	Signed: _____							
Title: _____ Mayor _____	Title: _____ Director Corporate Services & Clerk _____							
Date: _____ October 11, 2016 _____	Date: _____ October 11, 2016 _____							



## THE CORPORATION OF THE TOWN OF TECUMSEH

Fire Department  
Report No. 06/16

**TO:** Mayor and Member of Council

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

**DATE:** September 27, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** Fleet Enhancement (1990 Spartan Rescue #1)

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### **RECOMMENDATIONS**

It is recommended that:

1. a) The Fire Department apparatus fleet be enhanced by the purchase of a replacement for the 1990 Spartan Rescue # 1, which had previously been deemed a “spare”.  
b) A committee be chosen from the Fire Department to determine the specifications for the new apparatus.  
c) A Request for Quotation be sent out with expected delivery of the apparatus by the end of 2017.
2. Funding/financing of the purchase be referred to the 2017 budget.

### **BACKGROUND**

The Tecumseh Fire Department currently operates with the following apparatus:

#### Station 1

- Engine 1 – 2008 Smeal pumper with 1,000 gpm pump and ladders
- Truck 1 – 2002 Sutphen Quint with 70 foot ladder, tank and pump
- Rescue 1 – 1990 Spartan with tank, ladder and pump

#### Station 2

- Engine 2 – 2009 Smeal with 1,000 gallon tank, C.A.F.S. and ladders
- Rescue 2 – 2006 Rosenbauer with 1,000 gallon tank
- Squad 2 – F250 Pickup for medical calls, transporting manpower; brush truck also

#### Administration

- Two 2009 Tahoe Command Vehicles –Fire Chief and Deputy Chief vehicles
- One 2016 Dodge Caravan – Fire Prevention Inspector vehicle

Council has adopted a Fleet Lifecycle Program for the replacement of major fire apparatus. The Program is based on a piece of fire apparatus remaining in frontline service for 20 years and reserve service for an additional 5 years. Funds have been put into lifecycle reserves each year in order to

maintain the replacement program such that additional funds from taxation are not required in the year when a new piece of apparatus is purchased. Major apparatus replacements have been accomplished with the use of an Apparatus Committee which is formed when a piece of apparatus is to be replaced. Under the direction of and reporting to the Chief, the Committee provides a draft set of specifications for approval, meets with apparatus suppliers to obtain information and assists the Chief with the process. This has resulted in obtaining functional and practical pieces of apparatus that have been priced within the budgetary requirements.

It should be noted that some of the need for apparatus replacement is due to the result of growth as identified in the Fire Master Plan of 2009 by Dillon Consulting as well as a need to include a reserve vehicle for structural suppression.

Fire Underwriter's Survey, which has extensive experience in evaluating municipal Fire Departments, has demonstrated that fire apparatus should be purchased new from recognized manufacturers and listed in accordance with U.L.C. Apparatus should be kept on first alarm for twenty (20) years of service and then retired to reserve status for the next five (5) years. At the end of the reserve period, apparatus should be replaced with new equipment. The Town of Tecumseh currently borders on becoming a medium-sized community and careful consideration will have to be made in the event of growth. As the Town gets closer to a population of 25,000 residents, the lifecycle for fire apparatus should decrease to fifteen (15) years as a first line piece of apparatus and an additional five (5) years as a reserve first line apparatus, based on this recommendation it will become necessary to revisit fleet lifecycle allocations to account for the shortened expected life span.

All vehicles must go through yearly checks and maintenance inspections. Six (6) to eight (8) weeks per year, it is possible for one vehicle to be out of service for scheduled or additional non-scheduled repairs and in addition, if Rescue 1 is no longer in the fleet, we could be operating a station with one (1) frontline piece of apparatus and the capability of only moving six (6) firefighters to a scene. If a second alarm would occur simultaneously, the capability of responding to this second alarm from that station would not be feasible.

The protocol for Highway 401 calls is for two (2) vehicles to respond. One is to be used as a blocker to protect firefighters during extrication as per the National Fire Protection Standard (N.F.P.A.)

With only two frontline pieces of apparatus at Station 1 - Engine 1 and Truck 1 - Truck 1 aerial ladder would have to run on an additional 54 calls per year thus increasing the wear and tear on the aerial and consequently increasing repair costs.

#### **Rescue 1 Role as part of Fleet**

- Moves six (6) firefighters
- Responds with Engine 1 to accidents on Highway 401 and Highway 3
- Carries heavy extrication tools and airbags
- Carries ice and water rescue gear
- Carries confined space gear, ropes, tripods and helmets
- Carries six (6) air packs and twelve (12) additional S.C.B.A. bottles of air.
- Carries extension ladder
- Carries hard suction hose
- Carries an additional 850 feet of 1 ¾ inches 350 feet of 3 inch and 600 feet of 4 inch hose
- Carries medical equipment

Currently the second vehicle out of the station Rescue 1 is used for calls to high rise buildings with the ability to connect to a standpipe system for adequate water supply.

Rescue 1 is used for coverage in the populated area of the Town when the remaining vehicles from Station 1 are in Station 2's area for a fire.

Rescue 1 carries specialized equipment for water rescue and confined space as well as a second set of heavy hydraulics for auto extrication in the event of the first set not working or second set required on scene as well as a complement of twelve (12) extra spare air cylinders for use on the fire ground. There is no room on any of the other apparatus for this equipment.

Rescue 1 is also used to replace Station 2 units when vehicles are in for annual maintenance for a period of a week, while still having fire protection at Station 1 with the remaining two vehicles there for that time.

New apparatus would include enhanced personal safety features such as shoulder belts and warning alarms or indicator lights to alert the driver that seat belts are not connected when a firefighter is seated or a compartment door is open. Technology such as RoTek, an automated system that will slow a vehicle down when it enters a turn at a higher than safe level of speed to safely navigate the turn and also automatically tightens occupants' seatbelts when a vehicle rollover occurs protecting the occupants (firefighters) is also available.

Rescue 1 is a 26 year old truck and due to this, the condition of some of the major components is of concern. Parts wear out and replacements may not be available due to the age of the truck. The cost of maintenance is increasing, while the value is decreasing and it may no longer be economically feasible to continue spending funds on maintenance. Currently Rescue 1 is due to have all of its tires replaced as the existing tires are entering their 11<sup>th</sup> year. N.F.P.A. standards require that tires be replaced after 7 years in a full-time fire department. Tecumseh Fire Rescue has chosen to replace tires after 10 years.

Changes in the Department can result in fire apparatus being used for functions that were not necessary when it was originally purchased. Rescue 1 was originally purchased to meet basic fire suppression needs; it is now required to function in a hazardous materials, water rescue or heavy rescue capacity.

As the municipality expands and population increases, Tecumseh Fire Rescue must meet those levels of service. By continuing to progress, the Department should not downsize the fleet but add to it to meet those responsibilities to the Town. Rescue 1 was deemed an excess vehicle but the role of this vehicle must be maintained and replaced by adding it back into lifecycle to be replaced in the year 2017.

## **COMMENTS**

If Rescue 1 is not added into lifecycle, the unit will be used as long as financially feasible. Once it has reached the end of its useful life, it will no longer respond to water rescue, shore-based, and confined space rescue, limiting these services provided by Tecumseh Fire Rescue. The ability to move this equipment to a rescue will cease.

Consideration should also be given for the acquisition of a fire support vehicle for Station #1 in the future. A vehicle such as a Sport Utility Vehicle (S.U.V.) or a pick-up truck could be used to respond to medical calls thus decreasing the need to respond with larger vehicles and reducing the wear and tear on major fire apparatus and substantial fuel savings.

After amalgamation, the combined number of apparatus was eight (8), with a sum of 400 calls per year utilizing fifty-six (56) firefighters. As of 2016, we now have five (5) units of apparatus with the possibility

of a reduction to four (4) with 40 firefighters. Currently, one piece of apparatus, an F250, is only used for medicals, ditch fires and as a personnel unit. Tecumseh Fire has also adopted the policy for safety reasons that all firefighters are to respond to the respective fire halls and not to respond in their personal vehicles directly to a call.

In 2006, the Town of Tecumseh sold their heavy rescue fire truck to Lakeshore Fire for \$75,000. \$40,000 was used to purchase the F250 used at Station 2. The capability to move heavy equipment was diminished and Rescue 1 assumed that role. When Rescue 1 was removed from lifecycle, consideration was not given by previous Fire management regarding the reduction in efficiency to the operations that will occur as a result. It is therefore the opinion of the Chief that this vehicle specification should take place by the end of 2016, being ordered and received by the year ending 2017. Specifications for this vehicle should include a 1,250 gpm pump, 1,000 gallon water tank, foam pro system, onboard generator and ladders.

## **CONSULTATIONS**

Chief Administrative Officer  
Director Financial Services & Treasurer

## **FINANCIAL IMPLICATIONS**

Expected costs could be up to \$600,000. Currently there is no funding for this enhancement to the fire apparatus fleet. Additionally, the annual lifecycle allocation should be increased by \$24,000 for the eventual replacement in approximately 25 years.

Administration recommends funding/financing of the purchase be referred to the 2017 budget. Options to be considered for funding the initial purchase include:

- One-time tax increase for the entire purchase amount
- Borrow from a reserve for the initial purchase, and spread the levy increase over five years for reserve repayment.
- Allocation from reserves.



## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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Doug Pitre  
Director Fire Services & Fire Chief

Reviewed by:

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):

1. Proposed Style of Apparatus for Tecumseh Fire
2. Essex County Apparatus
3. Tecumseh Fire & Rescue 5 Year Response
4. Tecumseh Fire & Rescue Services – Calls for Service 2012 – 2016
5. Tecumseh Fire & Rescue Services – Truck Usage 2011 - 2015

DP/kp

# Proposed style of apparatus for Tecumseh Fire



## Features required to meet the needs of the Town of Tecumseh

- 1250gpm-1500gpm pump
- 750 gallon- 1000 gallon booster tank
- Foam pro system with 30 gallon foam tank
- Front bumper attack line
- Custom chassis with seating for 6
- Roll tech system for firefighter safety
- Top rotating light for scene lighting
- Top compartment space for specialized equipment storage (confined space, auto extrication)
- Estimated cost of \$500,000-\$600,000

Essex County Apparatus		
Department	# of Stations	# of major apparatus
Amherstburg	3	9
Essex	3	10
Kingsville	2	7
Lakeshore	5	12
Lasalle	1	4
Leamington	1	6
<b>Tecumseh</b>	<b>2</b>	<b>5</b>

Tecumseh Fire & Rescue 5 year response

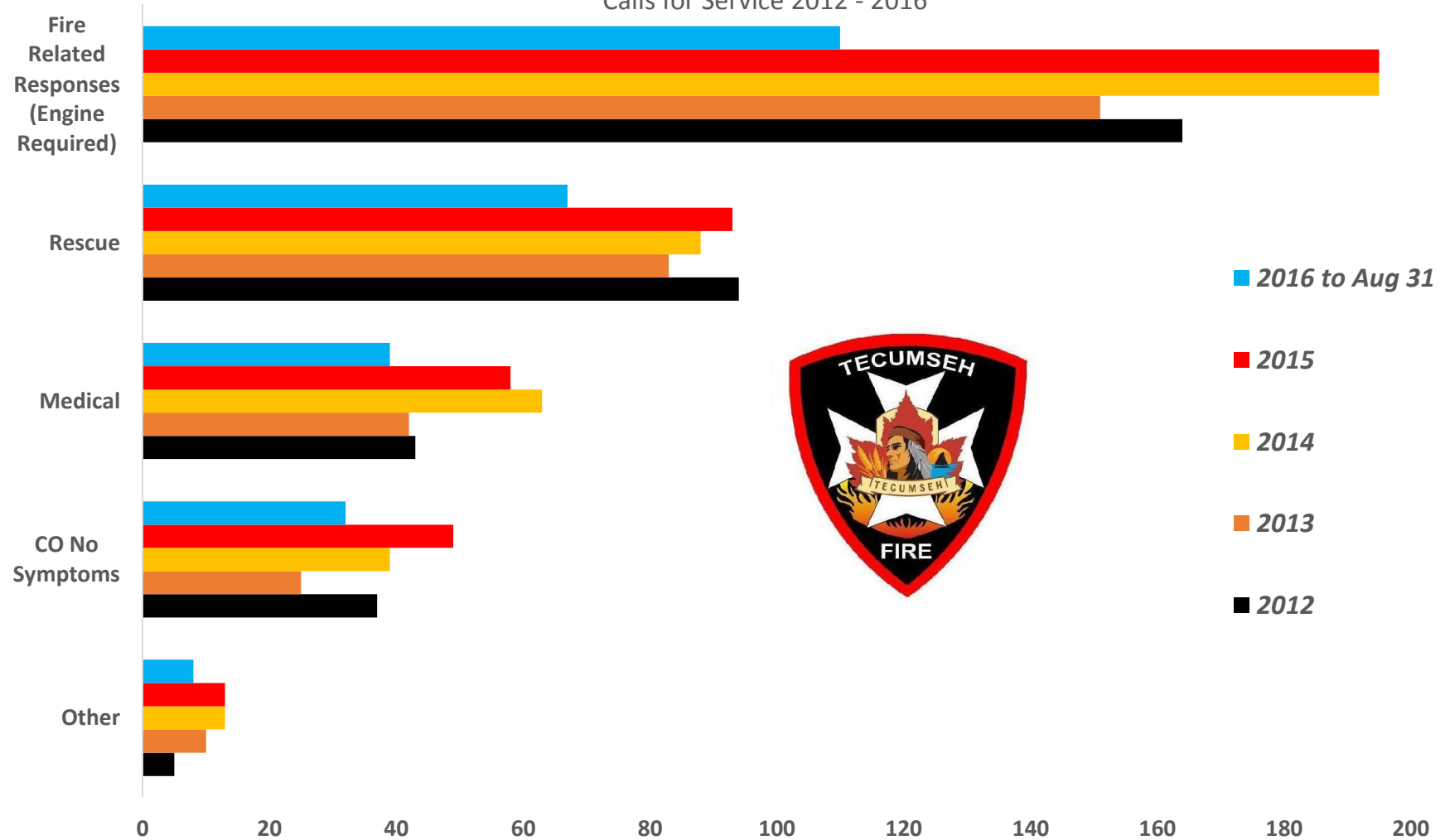
YEAR	FIRE RELATED RESPONSES REQUIRING AN ENGINE	CO CALLS WITH NO SYMPTOMS	MEDICAL	RESCUE	OTHER
2016 TO DATE	77	25	36	47	7
2015	195	49	58	93	13
2014	195	39	63	88	13
2013	151	25	42	83	10
2012	164	37	43	94	5

Percentage of calls for  
Station 1

YEAR	FIRE RELATED RESPONSES REQUIRING AN ENGINE	CO CALLS WITH NO SYMPTOMS	MEDICAL	RESCUE	OTHER
2016 TO DATE	78%	96%	87%	58%	72%
2015	66%	97%	80%	40%	39%
2014	68%	94%	64%	60%	39%
2013	66%	98%	70%	40%	70%
2012	57%	92%	89%	49%	100%

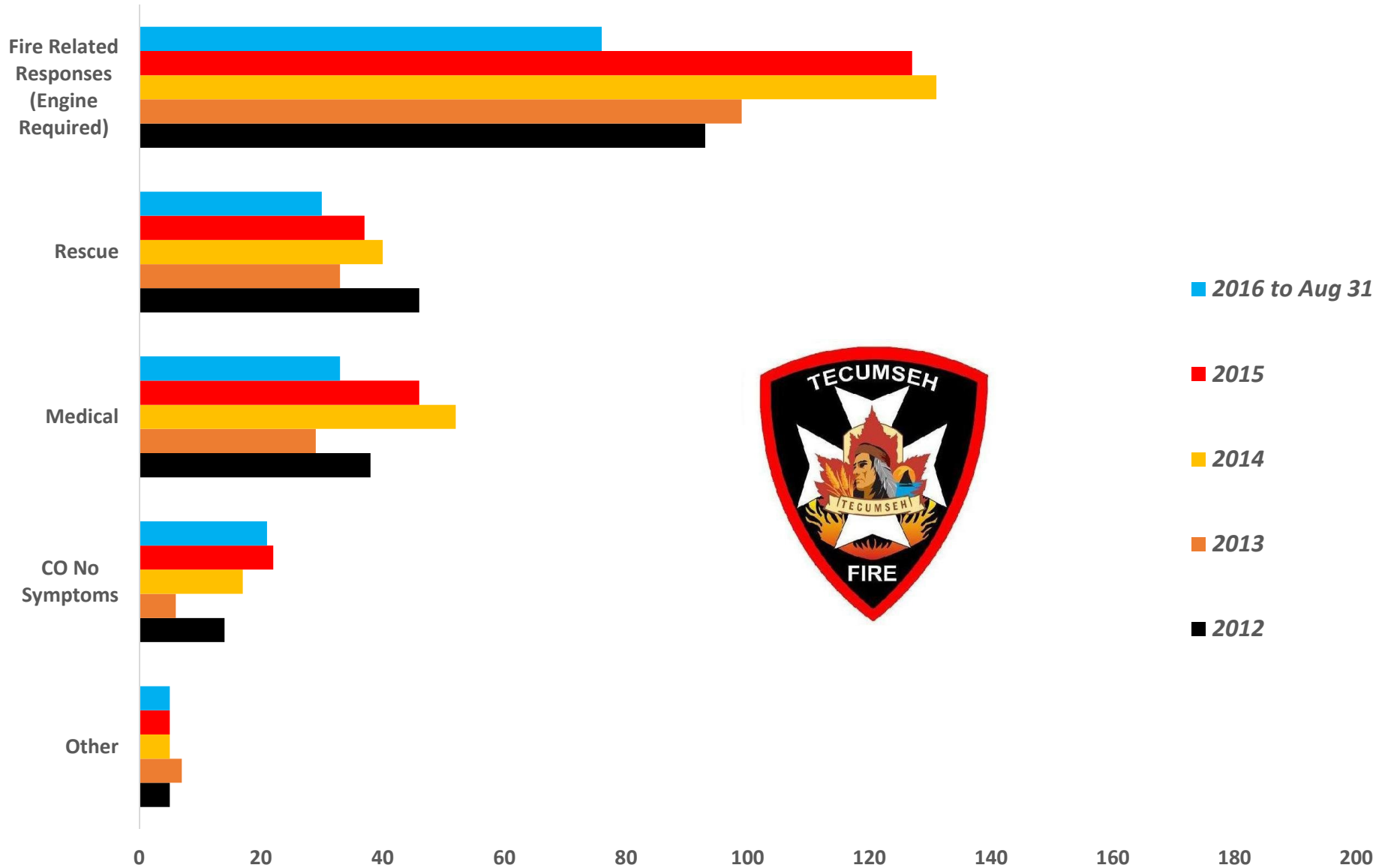
## Tecumseh Fire Rescue Services

Calls for Service 2012 - 2016



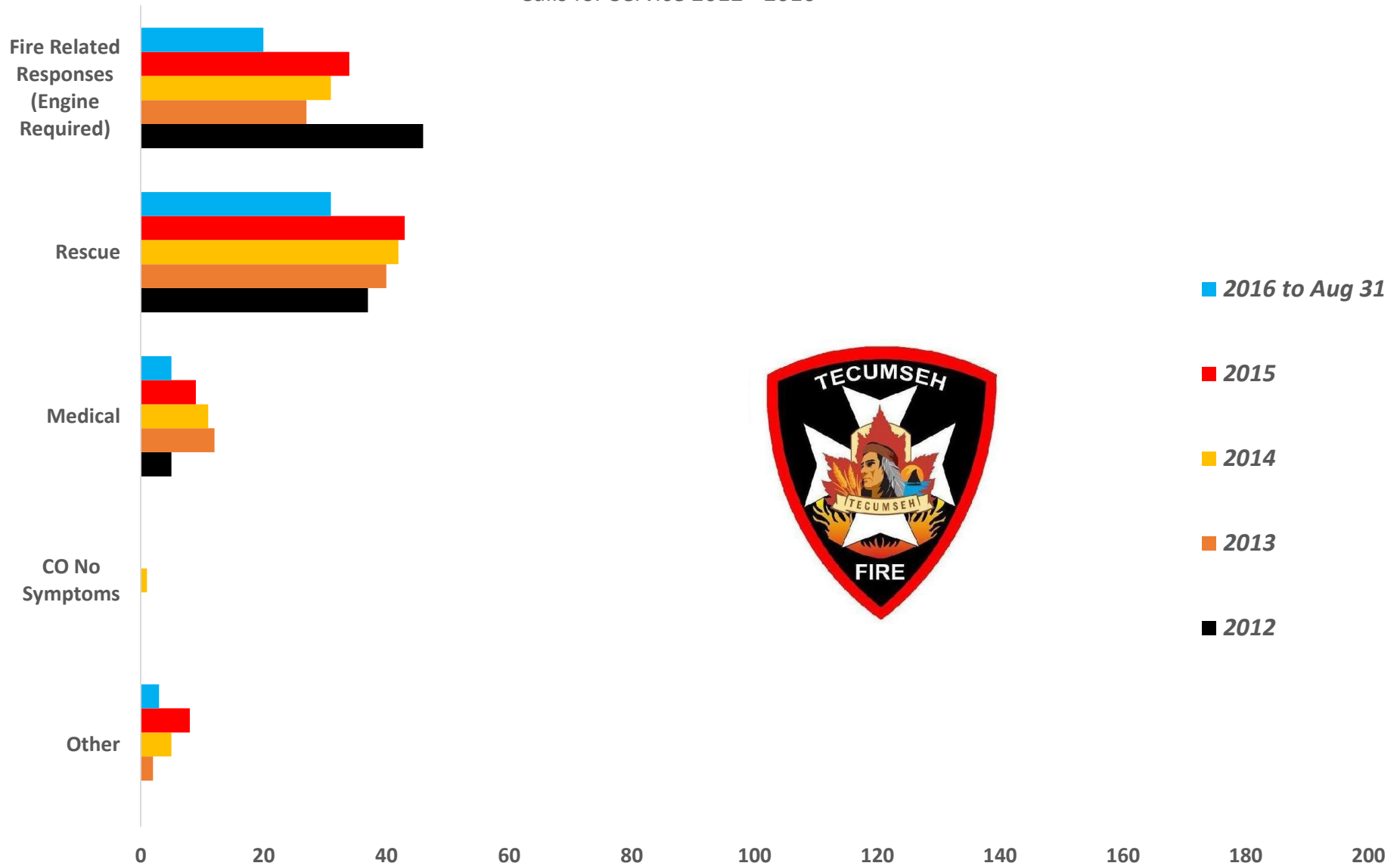
# TFRS Station #1

Calls for Service 2012 - 2016



## TFRS Station #2

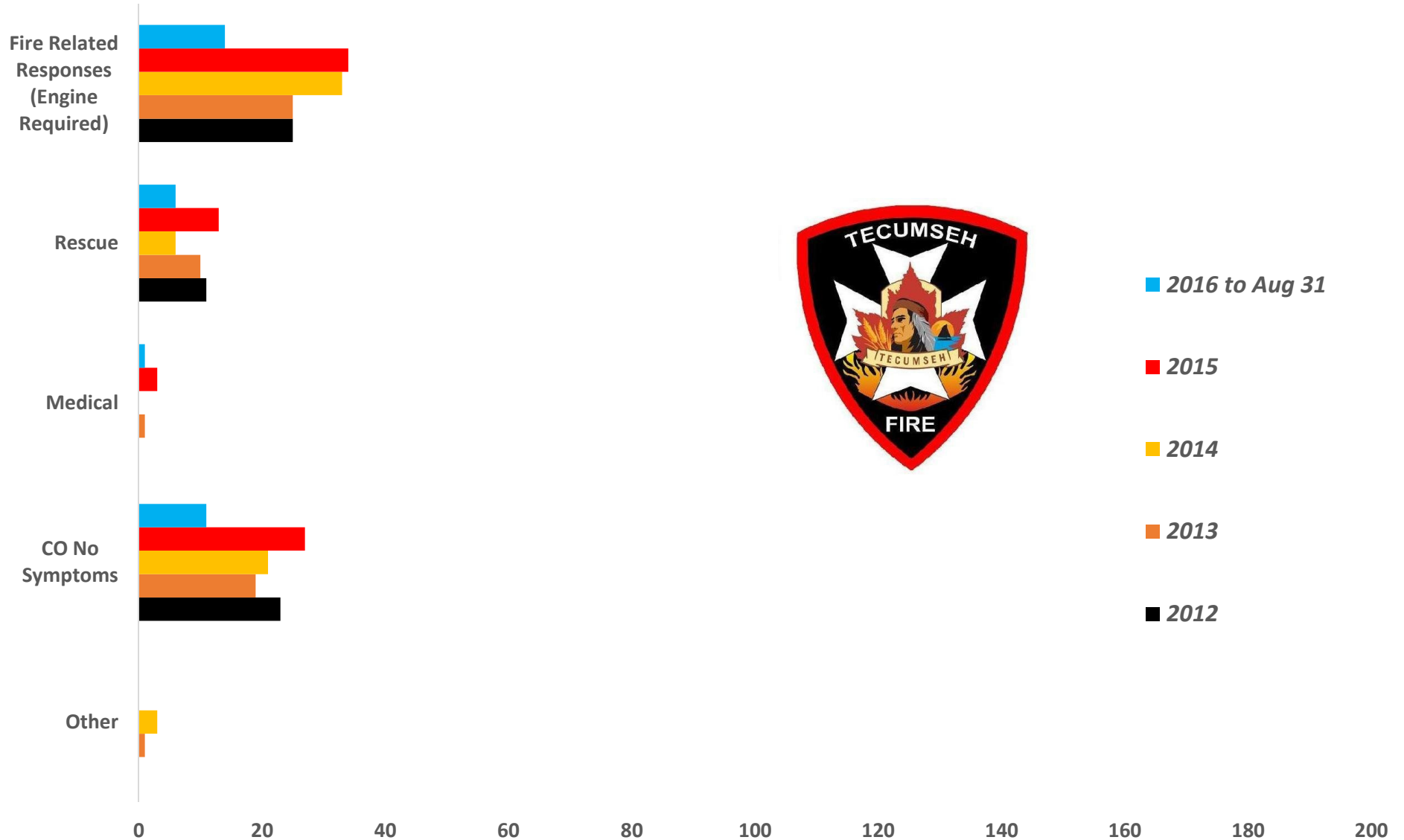
Calls for Service 2012 - 2016





## TFRS - 2 Station Response

Calls for Service 2012 - 2016



■ 2016 to Aug 31

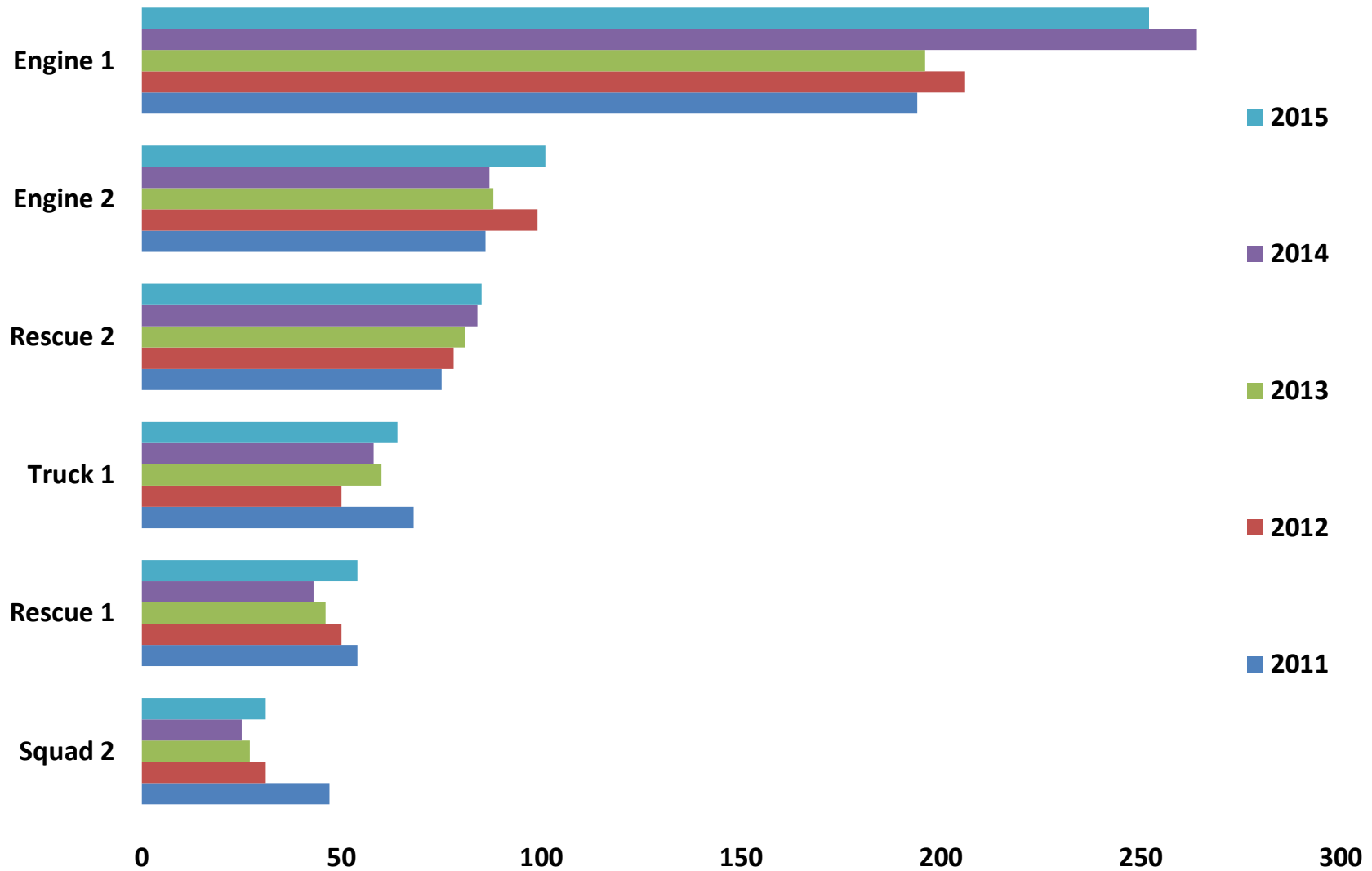
■ 2015

■ 2014

■ 2013

■ 2012

## Tecumseh Fire Rescue Services Truck Usage 2011 - 2015





## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks & Recreation Services  
Department  
Report No. 26/16

**TO:** Mayor and Members of Council

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

**DATE:** September 21, 2016

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

**SUBJECT:** Strategic Master Plan for Parks & Recreation Services  
5 Year Update - Consultant Appointment

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### **RECOMMENDATIONS**

It is recommended that:

1. THAT Council approve the Terms of Reference and Scope of Study identified in the report that will direct the appointed Consultant in the development and delivery of the Parks, Recreation & Trails Master Plan update;
2. AND THAT the proposal from Bezaire & Associates be accepted to undertake the development of the updating of the Parks, Recreation & Trails Master Plan in the amount of \$71,600 plus HST;
3. AND FURTHER THAT a contingency fund of \$20,000 be approved in excess of the current \$75,000 budget, to ensure that appropriate funding is in place to cover any additional cost if required;
4. AND FURTHERMORE THAT the Mayor and Clerk be authorized to enter into an agreement, satisfactory in form of the Town's Solicitor, with Bezaire & Associates.

### **BACKGROUND**

At the February 22, 2011 Regular Meeting of Council, the members considered the Tecumseh Strategic Master Plan for Parks & Recreation Services Report # 04/11 and passed motion (RCM-72/1115) which reads as follows:

THAT the recommendations of the overall Tecumseh Strategic Master Plan for Parks and Recreation Services be adopted;

AND THAT Administration is directed to include operation and capital development initiatives outline in the said report in future municipal forecasts for council consideration;

AND FURTHER THAT Administration is directed to commence in a timely manner the implementations of the Service delivery recommendations as outlined in the said report;

As recommended by the Director, Parks and Recreation, under Report No. 04/11, dated January 27, 2011.

The Strategic Master Plan is not a static document; changes to the interests, trends, facility requirements, and community demographics are continuous.

The following recommendation was made in the Master Plan section 7, Recreation Service Delivery:

Recommendation 7.1.9 Master Plan Review:

*That the Master Plan be subject to a major review at its five year anniversaries to evaluate whether the long term perspectives of the Master Plan remain focused and identified trends, rationales and the need to identify new emerging reasons to redevelop the plan in whole or part.*

## **COMMENTS**

The purpose of a Parks & Recreation Master Plan (Plan) is to provide the community with a long range planning document which helps guide investment in the Town's parks, recreation, trails, and sports system.

The document is used to assist with annual budgeting, future planning, preparation of development charges studies, and as a tool to help implement other Town Master Plans and guiding documents. The Plan ensures parks, recreation, trails, and sports services keep pace with the town's population growth, emerging interests, and provide Tecumseh residents with choices to be active for life.

As recreation trends change, a plan to provide a vision for the future and strategies to ensure the Parks & Recreation Department meets the community's ongoing needs is an important document.

In February 2011, the Town of Tecumseh completed and approved the Strategic Master Plan for Parks and Recreation Services. This Master Plan was designed to be a living document that would adapt to changes within the Town's social, recreational, and parks use environment. As the plan was designed to provide a long term projection of needs, it was recommended in the document that it should be reviewed every five years and updated as necessary.

Having an updated Parks & Recreation Master Plan is critical to address the ongoing needs of an expanding and evolving community. A number of components in the existing master plan have been achieved, as well as new demands have surfaced on sports field accommodations, additional park amenities, trails, and requested programming services.

A number of components in the existing plan were highlighted, but were not addressed in detail, such as the development of Lakewood Park, Multi-Use Facility, and a detailed Trails Master Plan inclusive of financial projections, these need to be addressed in more detail and included in the new plan.

Another purpose of undertaking the update to the Plan is to align all of the department's policies, plans and strategies under one governing document. The new document, when completed, will be the Strategic Parks, Recreation & Trails Master Plan.

## **Terms of Reference**

The Consultant will be engaged with the following expectations:

- Provide for meaningful consultation with Council, residents, user groups, and stakeholders (be inclusive by providing accessible forms and formats)
- Identify and consult with community partners with an interest in working together to provide services to the community
- Identify potential changes to the provision of facilities and services
- Identify prioritized recommendations and identify a timeline based on current and projected funding levels
- Identify increments of additional funding required for Council's consideration to fully implement the Master Plan in a multi-year funding strategy, for parks, recreation and trails
- Review existing joint user agreements with the local school boards.
- Align all of the department's policies, plans and strategies under one governing document

## **Scope of Study**

The Consultant will undertake the following when completing the updated Parks, Recreation and Trails Master Plan:

- Existing Conditions Inventory
  - Review and summarize past plans and studies
  - Review existing maintenance standards, maintenance procedures and staffing levels
  - Review current level of service standards for sports fields, active and passive parks and recreation facilities
  - Review current space allocations policies
  - Review existing joint use agreements with the local school boards
  - Identify key trends for parks & recreation which may impact service delivery
  - Identify existing sports tourism initiatives
  - Identify current and anticipated legislation related to parks & recreation facility services including new public spaces accessibility guidelines
- Field & Trail Inventory
  - Undertake existing park inventory utilizing site visits, available mapping and records
  - Confirm functional use for each park
  - Highlight any sport field shortages, provide recommendation on how to address shortage
  - Determine four season usage of each park
  - Review extent, nature and condition of existing trail systems, and connectivity between parks, open spaces, on road, off road, and neighbouring communities
  - Review and prepare a trails implementation strategy for proposed trail expansion and construction
  - Review and extend, nature and condition of park lighting with regards to sports fields, community safety and vandalism
  - Review extent, and condition of existing tennis courts, pickleball courts, basketball courts, dog park
  - Availability of parking and washroom facilities

- Public and User Groups
  - Identify existing and potential groups with an interest in becoming involved in community based facilities and programming
  - Identify key stakeholders and extent of involvement with parks system and recreation programming
  - Develop open house displays and on line content utilizing the Towns website to engage the community in the Master Plan update process
  - Use Public Open Houses (3 or more Sessions, utilizing Ward 1 and Ward 4 as hosting sites)
    - Current level of satisfaction with parks, trails, recreation facilities and programming
    - Current awareness of the extent of parks and programming
    - Determine the level of need for additional sports fields, parks, trails, woodlots
    - Collect comments and suggestions with regards to facility & park maintenance and condition
    - Collect suggestions and comments with regard to new facilities and programming
- Identification of Significant Opportunities and Constraints
  - Maintenance standards, procedures and staffing levels
  - Community events and festivals
  - Key trends in outdoor parks
  - Pertinent legislation
  - Community Partners
  - Key stakeholders
  - Park/trail lighting

#### Appointment of Consultant

Administration's intent is to appoint Bezaire and Associates as the Town's consultant to prepare the Parks, Recreation and Trails Master Plan update for the Town of Tecumseh in recognition of their experience, expertise, familiarity with Tecumseh and surrounding communities. The consultant's staff knowledge of local issues and connectivity to all of our surrounding municipalities within Essex County and the City of Windsor is certainly a bonus to our project.

Additional benefits of appointing Bezaire & Associates include the ability of Administration to work closely with the consultant on an unrestricted basis due to the proximity of their local location. The normal costly expense of consultant's travel and accommodation fees, cost restrictions related to site visits, and required attendance for presentations at public open houses and Council meetings, would be greatly reduced.

Bezaire & Associates have been involved in design and development in Windsor Essex County since 1959. The partners hold professional designation in Landscape Architecture, Urban & Regional Planning, Horticulture and specific training and /or experience in Mediation, Public Consultation and Project management.

The firm specializes in formulating innovative solutions in the areas of site design, development planning, urban site planning, streetscape development, parks & recreation planning, planting design, irrigation design, and environmental consulting. In addition the partners have strong background in LEEDS, project management, facilitating public consultation and alternate dispute resolution.

Most recently the firm has completed the Town of LaSalle's Parks & Recreation Master Plan and is currently engaged by the Town of Lakeshore to complete their Parks & Recreation Master Plan.

Council approved a budget of \$75,000 in the 2016 Parks Capital Budget to undertake the updating of the Parks, Recreation and Trails Master Plan.

Bezaire & Associates have submitted their proposal (Attachment # 1) with a proposed fee of \$71,600 inclusive of disbursements, to undertake the project, which is within the Council approved budget.

As per the Towns purchasing policy # 17-2006 under Schedule B to Bylaw 2006-03 Goods and Services not subject to the Bylaw under # 7 Professional and special services including vi: Consulting Services, Administration's request is for Council to appoint Bezaire & Associates as the Town's consultant to prepare the Parks, Recreation & Trails Master Plan update.

Administration would request that an additional \$20,000 be allocated to the existing approved budget of \$75,000 as contingency funds, ensuring that if any additional required work above the proposed terms of reference are discovered and need to be addressed, appropriate funding is in place to cover the additional cost if required.

## **CONSULTATIONS**

Financial Services  
Corporate Services & Clerk

## **FINANCIAL IMPLICATIONS**

The proposed fee is \$71,600 plus HST. The estimated cost, including non-rebateable HST, is \$73,500 which is below the approved project allocation of \$75,000.

A contingency funding request of \$20,000 above the approved budget, to cover any additional work that may be required, above the approved terms of reference and scope of the proposal would be funded through the Park Development Lifecycle fund.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐



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

Prepared by:

---

Paul Anthony, RRFA  
Director Parks & Recreation Services

Reviewed by:

---

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

Recommended by:

---

Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s):     1. Bezaire & Associates Masterplan review proposal

PA

# Bezaire & Associates

3514 Walker Rd. Unit 1A Windsor ON N8W 3S4 V: 519 966 6844 | F: 966 4088 | E: pbezaire@wrh.on.ca

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Landscape Architecture | Development Planning | Planning Mediation | Construction Mediation | Public Consultation | Project Management | Environmental Impact Studies | Park/Recreation Planning | Irrigation Design

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2016 09 28

## **Town of Tecumseh**

917 Lesperance Rd.  
Tecumseh ON  
N8N 1W9

**Att: Mr. Paul Anthony**

Dear Paul:

### **RE: Tecumseh Parks/Trails Masterplan Review**

We are pleased to submit this proposal in connection with the above described project.

#### **BACKGROUND:**

We understand that the Town of Tecumseh requires an update to their current Strategic Parks Masterplan. The current plan was adopted in 2010 with a planning window of 20 years, but Town Administration is aware that quite a lot has changed in the town during that time and it is thought that a review is needed. Such changes include the proposal for the new multiplex facility, the impact of such on the adjacent sports area, and the availability/development of Lakewood Park.

In addition, a periodic review by administration and the council every 4 or 5 years is one of the recommendations of the existing plan and so we suggest that this review will fulfill that objective.

The intent of this proposal is to provide a program of planning services within which we will consult with the public and with stakeholders with respect to the 2010 recommendations as well as the services and facilities both presently available or unavailable in Tecumseh. In other words ... "what are we doing well and in what ways can we improve?".

Recommendations from the existing Parks Plan will be reviewed, analyzed against the current requirements and as appropriate brought forward into the new plan. The new plan will have an implementation window of 15 years.

As well, we propose to inspect the parks to determine what's facilities are currently available and some estimate of life cycle replacement.

Once we've compared the list of facilities to Ontario benchmarks, we'll analyze the data and prepare a list of recommendations. These recommendations will form the basis of a second open house ... "what would you think if we were to do this?". Of primary interest in the masterplan review will be noting the things that have been accomplished to date, and the things that have changed since the 2010 report.

We understand that the town would like to supplement the existing plan with a further and more extensive review of the existing trail system including recommendations for expansion of the system and establishing standards for trail design and management.

The work will also include a review existing “joint school/park playground and sports facilities” to determine whether revisions would be beneficial to the town.

Lastly, a more detailed review is required for the north part of Lakewood Park to provide a basis for further development of that area.

**PROJECT DESCRIPTION:**

The project will consist of the following:

- Review of the 2010 Strategic Parks Masterplan to determine which of the recommendations have been implemented, which of the remainder are still valid, and what has changed.
- Review of existing park/trail facilities.
- Public Consultation with council, committees, residents and stakeholders.
- Analysis of the collected data.
- Preparation of a recommendations with associated cost implications based on our analysis of site conditions and public input.

In order for the project to be successful, we propose that the following objectives must be satisfied:

- The public consultation must be open, thorough, and done in a way that encourages public comment.
- The work-plan must include a visit to each park and trail to determine it's condition, the facilities present and estimate a replacement date based on projected life cycle.
- Stakeholder meetings must include sports leagues, users, municipal committees, town council and individual councilors, and parks staff.
- There should be frequent meetings with the Town's Steering Committee to facilitate communication and opportunities for comment.

**SCOPE OF WORK:**

We propose to undertake the following:

- Project Start-up – Establish Goals and Objectives - Submit Work Plan/Schedule for Approval.
- Review of existing Strategic Parks Masterplan and related plans and studies.
- Site Inventory – Assemble background data including maintenance standards, level of service standards, space allocations, agreements.
- Visit all sites/trails. Prepare Park Facilities Report for each park including a review of accessibility issues.
- Public Consultation I – Prepare Exhibits for one open house and On-line – Prepare Report on Public Consultation I.
- Analyze existing and proposed settlement areas for Park/Trail Needs. Review demographic projections.

- Identify key trends for park/trail development.
- Comparison against Established Standards – Both number of facilities and Land Area – Establish hierarchy of Parks/Trails and long term needs.
- Analyze capital requirements and establish budget.
- Analyze needed repairs and establish budget.
- Prepare 15 year Parks/Trails Development Plan including recommendations brought forward from the prior plan.
- Public Consultation II – Open House and Prepare Report on Public Consultation II.
- Prepare Final Presentation to Council/Print Final Copies.

Just as importantly, we propose that the scope of work specifically does not include:

- Individual park designs for municipal or proposed municipal parks
- Identification of endangered species or endangered species habitat
- Review of drainage and/or buildings and systems unless it is impacting use of the facility.
- Review of indoor operations – i.e. arena, community centres etc.

Note that all of these services are available as additional services if required.

#### APPROACH/SCHEDULE:

##### Description of Work

<b>1.0</b>	<b>Project Start-up</b>	<b>2 weeks</b>
1.1	Appointment of consultant	
1.2	Prepare/Establish project goals and objectives	
1.3	Prepare/Review schedule and key milestones	
1.4	Meet with Steering Committee to commence work	
<b>2.0</b>	<b>Site Inventory/Assemble Background Data</b>	<b>6 weeks</b>
2.1	Receive & review background data	
2.2	Review existing Strategic Parks Masterplan	
2.3	Visit all sites and trails	
2.4	Prepare park facilities report	
2.5	Meet with Steering Committee to review draft park facilities report	
<b>3.0</b>	<b>Public Consultation I</b>	<b>6 weeks</b>
3.1	Prepare exhibits for Open House	
3.2	Conduct On-line Consultation /& Open House (2 locations)	
3.3	Facilitate Stakeholder Meetings	

3.4	Prepare Public Consultation Report I	
3.5	Meet with Steering Committee to review draft Public Consultation Report I	
<b>4.0</b>	<b>Analyse Information</b>	<b>5 weeks</b>
4.1	Compare parks inventory to benchmarks	
4.2	Review demographics and population projections	
4.3	Establish hierarchy of parks and needs	
4.4	Meet with Steering Committee to review initial analysis	
4.5	Review plans/conditions for north side of Lakewood Park	
<b>5.0</b>	<b>Determine Financial Requirements</b>	<b>3 weeks</b>
5.1	Analyze capital requirements/budget	
5.2	Analyze needed repairs/budget	
<b>6.0</b>	<b>Prepare Parks Plan</b>	<b>4 weeks</b>
6.1	Prepare recommendations	
6.2	Prepare implementation strategy	
<b>7.0</b>	<b>Public Consultation II</b>	<b>6 weeks</b>
7.1	Prepare exhibits for open house	
7.2	Conduct open house	
7.3	Facilitate stakeholder meetings	
7.4	Prepare Public Consultation II draft report	
7.5	Meet with Steering Committee to review Public Consultation II draft report	
<b>8.0</b>	<b>Finalize Project Deliverables</b>	<b>4 weeks</b>
8.1	Submit draft report and meet with Steering Committee for comment – revise as required	
8.2	Prepare Final Presentation to Council	
8.3	Print Report (2copies)/Provide digital copies	
	<b>Total</b>	<b>36 weeks</b>

**PROJECT TEAM:**

Project Manager, Public Consultation & Planning	Paul Bezaire <i>OALA, CSLA, RPP, MCIP</i>
Site Inventory & Analysis	Gerry Bezaire, <i>OALA, CSLA</i>
Benchmarking, Stakeholder Meetings and Analysis	Stephen White <i>OALA, CSLA, ASLA, LEEDS AP</i>

Bezaire & Associates Landscape Architects & Planner was established in 1979 as a division of a larger company that has been involved in design and development in Windsor since 1959. The partners hold professional designation in Landscape Architecture, Urban & Regional Planning, Horticulture, and specific training and/or experience in Mediation, Public Consultation, and Project Management.

The firm specializes in formulating innovative solutions in the areas of site design, development planning, urban site planning, streetscape development, parks and recreation planning, planting design, irrigation design, and environmental consulting. In addition, the partners have strong backgrounds in LEEDS, project management, facilitating public consultation and alternative dispute resolution with specific emphasis on resolving planning and construction related disputes.

Having prepared detailed parks plans for several municipalities over a period of 35 years, the firm brings real experience and “on the ground” knowledge to the parks masterplan process. In addition, the project staff are all residents of Windsor & Essex County. We live here, we work here, we play here, and this is where we’ve raised our families. We have a large stake in ensuring the success of this project.

#### **REPRESENTATIVE PROJECTS:**

Bezaire & Associates has been involved in the following projects:

- Parks Masterplan – Town of LaSalle
- Parks Masterplan – Town of Lakeshore (in progress)
- Cypher Systems Group Greenway (16km recreational trail) – ERCA with Landmark Engineers (in progress)
- Windsor Central Riverfront Implementation Review – City of Windsor, with Landmark Engineers
- Seacliff Park Masterplan – Town of Leamington
- Trail on Abandoned Rail Lands – Town of Leamington
- McAuliffe Park Sports Facilities – Town of Tecumseh

#### **FEES & DISBURSEMENTS:**

Fee: We propose to undertake the proposed work for a lump sum fee of \$71,600. plus HST.

Disbursements: Reimbursable expenses could include the following:

- |             |                 |
|-------------|-----------------|
| • Travel    | • Copying       |
| • Mileage   | • Long Distance |
| • Printing  | • Courier       |
| • App. Fees |                 |

The total value of disbursements anticipated in connection with this work is included in the fee. We’ve included the printing of 2 copies of the final report. A .pdf will be provided for circularization to staff, committee members and council as needed. If required, additional copies will be provided at cost.

Payment: Invoices will be prepared and submitted monthly. Payment is due on receipt of invoice.

Additional Services: Any additional services required will be available and provided only upon authorization by the owner at the following hourly rates:

- Partner/Landscape Architect \$120/hr
- Partner/Planner \$140/hr
- Field Review \$95/hr
- Technician \$95/hr
- Clerical \$45/hr

**BACKGROUND INFORMATION REQUIRED:**

In order to proceed with the work, we require a broad range of planning and parks facility information to be provided by the owner or their representative.

This proposal has been prepared based on our current understanding of the work. If for some reason, the proposal does not meet your expectations, we would be more than happy to discuss whatever revisions are required.

Thank you for considering Bezaire & Associates for this assignment.

Sincerely,

A handwritten signature in black ink, appearing to read 'PB' followed by a stylized surname and a period.

**Paul Bezaire OALA, RPP MCIP**  
**Partner**



## THE CORPORATION OF THE TOWN OF TECUMSEH

Parks and Recreation Department  
Report No. 27/16

**TO:** Mayor and Members of Council

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

**DATE:** September 26, 2016

**DATE TO COUNCIL:** October 11, 2016

**SUBJECT:** 2018 Senior Men's National Baseball Championships

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### **RECOMMENDATIONS**

It is recommended that:

1. Parks and Recreation Report No. 27/16 respecting the Senior Men's National Baseball Championships be received; and that
2. Council select one of the following options as it relates to the 2018 Tecumseh Corn Festival and the Senior Men's National Baseball Championships:

Option A: Status Quo – The 2018 Tecumseh Corn Festival remain scheduled at Lacasse Park the weekend prior to Labour Day (August 23 - 26, 2018).

Option B: Change Date – The 2018 Tecumseh Corn Festival be moved to one week earlier (August 16-19, 2018) to accommodate the 2018 Canadian National Championships.

Option C: Change Location – The 2018 Tecumseh Corn Festival be relocated to Lakewood Park to allow Lacasse Park to be available to host the 2018 Canadian National Championships.

### **BACKGROUND**

On August 28, 2016, the Tecumseh Thunder AAA Baseball Club won the 2016 Canadian National Championship. This was a back to back win for the organization.

The Tecumseh Thunder AAA Baseball Club has informed Administration that it will be submitting a bid to host the 2018 Senior Men's National Baseball Championships at Lacasse Park. The date of the championship is August 23-27, 2018.

Sports tourism is a very significant element in Essex County's regional tourism business and the Town of Tecumseh has played a significant role in the region's sports tourism over the last several years including a host partner for the World Under 17 Tournament in 2012 and the CARHA Tournament in 2016. Sports tourism offers the potential for broader opportunities for the community and raises the identity of the Town of Tecumseh as a sports destination by bringing outside tourists to the area.



An event such as the Canadian National Championship will bring 10 teams (each with 21 players) from across Canada to Essex County. In addition to the team players, the event would bring umpires, Baseball Canada Reps, Volunteers and family members to the area which results in a direct economic impact for the area in terms of the local businesses.

## **COMMENTS**

The date in which the 2018 National Baseball Championships [Tournament] is scheduled to take place is August 23-27, 2018. This is the weekend before Labour Day, which is the weekend that the Tecumseh Corn Festival [Festival] is typically scheduled. In 2018, the Festival is scheduled to take place August 23-26, 2018.

Administration has discussed with the President of Tecumseh Thunder the option of hosting the Tournament in conjunction with the Festival. Although the possibilities of attracting additional visitors to each event by collaborating and sharing the venue to host both events at the same time may at first seem beneficial, it has been determined that this collaboration would not work due to the following reasons:

1. Safety - Although the Festival does not utilize the baseball diamond for its activities, the park's tarmac sees a large volume of traffic of festival visitors as well as vehicles. The potential risk of baseballs over the fence from Home Runs or Foul Balls and potentially hitting a festival visitor not directly watching the baseball game raises concerns for both Administration and the baseball club.
2. Parking – Tecumseh Thunder anticipates that it would require all of the paved parking areas within Lacasse Park as well as greenspace parking within the park grounds throughout the tournament dates to accommodate the number of game spectators, team members and officials. It is typical for the Championship Game to see up to 3,000 spectators in attendance. With the Festival set-up within the park, this eliminates any onsite parking capability for the Tournament. Administration proposed to Tecumseh Thunder the possibility of coordinating a shuttle service to and from the ball diamond but Tecumseh Thunder indicated that this would not be acceptable to Baseball Canada.
3. Competing Revenue Sales – One of the major financial revenues for the Tournament is directly related to alcohol sales. The Tournament typically hosts a licensed tent throughout the tournament and this revenue is considered essential to the success and operation of the event. The Festival already has a licensed tent and this is considered an essential component to the Festival's revenue source.

Upon review of these concerns, Tecumseh Thunder has informed Administration that it plans to submit a two-part bid to host the Tournament for Baseball Canada's consideration.

Proposal A will include a request for Baseball Canada to move the date of the Championship one-week earlier to August 16-20, 2018.

Proposal B will include a request to Baseball Canada to allow Tecumseh Thunder to approach the Town of Tecumseh to consider moving the date of the Tecumseh Corn Festival to August 16-19, 2016 to allow the tournament to take place at Lacasse Park August 23-27, 2018.

In light of the proposals that Tecumseh Thunder plans to submit, Administration provides the following options for Council's consideration:

#### Option A: Status Quo

Continue to schedule the 2018 Tecumseh Corn Festival the weekend prior to Labour Day (August 23-26, 2018) at Lacasse Park. This option will only allow for the Tournament to take place in the Town of Tecumseh the weekend prior, thus requiring Baseball Canada to change the dates of the tournament.

#### Option B: Change Date

The Town of Tecumseh schedule the 2018 Tecumseh Corn Festival one week earlier (August 16-19, 2018) to accommodate the 2018 Canadian National Championships to be scheduled at Lacasse Park the weekend prior to Labour Day.

By moving the Tecumseh Corn Festival to the weekend prior, there is the risk of competing with other local festivals. In 2016, two events were scheduled the weekend prior to the Tecumseh Corn Festival: The Leamington Sip & Savour Experience (August 19-20) and The Ouellette Dream Cruise (August 20). Administration has also confirmed that in 2016 the following events were scheduled the weekend after the Tecumseh Corn Festival (Labour Day weekend): The Harrow Fair (September 1-4), Festival of Cars Show and Militaria, Hunting & Sportsmen Show (September 4). All of these events would be considered direct competition to the Tecumseh Corn Festival.

Should the Festival be scheduled the same weekend as another established festival and event, the Festival could potentially see a reduction in festival visitors. In addition, the Festival may be challenged with securing vendors as many vendors that participate in the Corn Festival also participate in these other festivals and events. Furthermore, the Festival would also have to ensure that the company that provides the Midway rides is available to attend the weekend prior as typically they are booked at other events/locations each weekend.

#### Option C: Change Location

The 2018 Tecumseh Corn Festival remains scheduled the weekend of August 23-26, 2018 but that it be relocated to Lakewood Park to allow Lacasse Park to be available to host the 2018 Canadian National Championships. Lakewood Park (South) would provide sufficient parkland to host the festival activities; however, there are potential limitations with this location. Issues and limitations include available hydro. Although Lakewood Park does have hydro and electrical panels, there is currently not enough power to support the number of vendors and festival stage production requirements. In addition, relocating the Festival to this park could potentially be considered problematic to the area neighbourhood due to the long festival hours, high traffic, and increased noise associated with the festival.

Both Option B and Option C would require a strategic marketing strategy to inform residents and visitors of the changes related to the festival. In 2018, the Festival will be celebrating its 43<sup>rd</sup> year and as such residents and visitors come to know when the festival is scheduled to take place and plan accordingly. It would be imperative that starting in 2017, a communication plan be established to effectively inform residents and visitors of the change to the festival, whether it be change in date or change in location.

## **CONSULTATIONS**

2016 Tecumseh Corn Festival Chair  
Tecumseh Thunder Baseball

## **FINANCIAL IMPLICATIONS**

### Option A: Status Quo

No direct financial implications.

### Option B: Change Date

Moving the date of the Tecumseh Corn Festival could potentially impact the Festival by reducing the number of festival visitors attending the Festival due to competing with other well-established regional festivals. A reduction of Festival visitors would directly impact the admission revenue that is required to off-set festival expenditures. In addition, the reduction of festival visitors would also directly impact the revenue received from carnival ride sales and licensed tent sales.

### Option C: Change Location

Moving the location of the Tecumseh Corn Festival would require a financial investment to upgrade the electrical service available at the park to accommodate the festival activities. These upgrades have not been included in the 2017 or 2018 Capital budget and would therefore need to be considered by Council at future budget deliberations.

## **LINK TO STRATEGIC PRIORITIES**

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

## **COMMUNICATIONS**

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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Kerri Rice  
Manager Recreation Programs & Events

Reviewed by:

Reviewed by:

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Paul Anthony, RRFA  
Director Parks & Recreation

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

Recommended by:

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Tony Haddad, MSA, CMO, CPFA  
Chief Administrative Officer

Attachment(s): 1.

/kr

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-72

Being a by-law to authorize the execution the execution of a Funding Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario and The Corporation of the Town of Tecumseh

**WHEREAS** Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario (Province) and The Corporation of the Town of Tecumseh (Town) recognize that the Ontario Community Infrastructure Fund (OCIF) was created to provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater. Further strengthen municipal asset management practices within small Communities; and to help small Communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need;

**AND WHEREAS** the Town has applied to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund, and is eligible to receive funding;

**AND WHEREAS** the Town agrees subject to terms and conditions to be set out in the Ontario Community Infrastructure Fund Formula-Based Component Agreement (Agreement);

**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 Ontario Community Infrastructure Fund Formula-Based Component Agreement (Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs for the Province of Ontario, dated the 11<sup>th</sup> day of October, 2016, a copy of which Agreement is attached hereto and forms part of this By-law and to do such further and other acts which may be necessary to implement the said Agreement;
2. **THAT** this By-law shall come into full force and take effect on the date the third and final reading thereof.

**Read** a first, second and third time, and finally passed this 11<sup>th</sup> day of October, 2016.

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Gary McNamara, Mayor

SEAL

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Laura Moy, Clerk

## **ONTARIO COMMUNITY INFRASTRUCTURE FUND FORMULA-BASED COMPONENT AGREEMENT**

### **BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the “**Province**”)

– and –

**The Corporation of the Town of Tecumseh**

(the “**Recipient**”)

### **BACKGROUND**

The Province created the Ontario Community Infrastructure Fund to: (1) provide stable funding to help small communities address critical core infrastructure needs in relation to roads, bridges, water and wastewater; (2) further strengthen municipal asset management practices within small communities; and (3) help small communities use a broad range of financial tools to address critical infrastructure challenges and provide long-term financial support for the rehabilitation and repair of core infrastructure for those in most need.

The Ontario Community Infrastructure Fund is composed of two components: (1) the Application-Based Component; and (2) the Formula-Based Component. The Formula-Based Component of the Ontario Community Infrastructure Fund is based on a municipality’s local fiscal circumstances and its total core infrastructure assets with a minimum grant of fifty thousand dollars (\$50,000.00).

The Recipient is eligible to receive funding under the Formula-Based Component of the Ontario Community Infrastructure Fund.

### **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 is expressly acknowledged, the Parties agree as follows:

#### **1.0 ENTIRE AGREEMENT**

##### **1.1 This Agreement, including:**

Schedule “A” – General Terms And Conditions,  
Schedule “B” – Additional Terms And Conditions,  
Schedule “C” – Operational Requirements Under The Agreement,  
Schedule “D” – Eligible Project Categories,  
Schedule “E” – Eligible And Ineligible Costs,

Schedule “F” – Financial Information,  
Schedule “G” – Aboriginal Consultation Requirements,  
Schedule “H” – Communications Protocol, and  
Schedule “I” – Reports,

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

## **2.0 COUNTERPARTS**

- 2.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **3.0 AMENDING AGREEMENT**

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

## **4.0 ACKNOWLEDGEMENT**

- 4.1 The Recipient acknowledges and agrees that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *AGA*;
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA* that may be applicable to the Recipient;
- (c) The Funds are
  - (i) To assist the Recipient to carry out the Project and not to provide goods or services to the Ontario Community Infrastructure Fund – Formula-Based Component, and
  - (ii) Funding for the purposes of the *PSSDA*; and
- (d) The Province is not responsible for, nor does the Province have a managerial role in, the undertaking, implementation, completion, operation and/or maintenance of any Project to which Funds are directed. The Recipient will not seek to hold the Province responsible for the undertaking, implementation, completion, operation and/or maintenance of any Projects to which Funds are directed through recourse to a third party, arbitrator, tribunal or court.

## **5.0 IMPACT OF RECEIVING FUNDING UNDER THIS AGREEMENT ON ANY EXISTING ONTARIO COMMUNITY INFRASTRUCTURE FUND FUNDING COMPONENT AGREEMENT**

- 5.1 The Recipient acknowledges and agrees that if the Recipient receives Funds under this Agreement, the Recipient will be ineligible to receive any additional funds under any existing Ontario Community Infrastructure Fund Formula-Based Component agreement that it may

have with the Province. By way of example only, if the Recipient has an existing Ontario Community Infrastructure Fund Formula-Based Component agreement with the Province and was eligible to receive Funds for 2017 under that existing Ontario Community Infrastructure Fund Formula-Based Component agreement and receives Funds for 2017 under this Agreement, the Recipient is not eligible to receive any Funds for 2017 under its existing Ontario Community Infrastructure Fund Formula-Based Component agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
Name: Randy Jackiw  
Title: Assistant Deputy Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown pursuant to delegated authority.

**THE CORPORATION OF THE TOWN OF TECUMSEH**

\_\_\_\_\_  
Name: *Insert Name*  
Title: *Insert Position*

\_\_\_\_\_  
Date

**AFFIX CORPORATE  
SEAL**

\_\_\_\_\_  
Name: *Insert Name*  
Title: *Insert Position*

\_\_\_\_\_  
Date

I/We have the authority to bind the Recipient.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “A” FOLLOWS]**

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

### **ARTICLE A1 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpreting this Agreement:

- (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 this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

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

**“Aboriginal Group”** includes the Indian, Inuit and Métis peoples of Canada or any other group holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

**“Additional Terms and Conditions”** means the terms and conditions referred to in section A9.1 of Schedule “A” to this Agreement and specified in Schedule “B” of this Agreement.

**“AGA”** means the *Auditor General Act*.

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

**“Allocation Notice”** means the notice that the Recipient received from the Province setting out the amount of Funds the Recipient is eligible to receive from the Province for the Funding Year in which the notice was issued. The “Allocation Notice” also includes the proposed allocation of Funds that the Recipient is eligible to receive for the following two Funding Years (although these proposed allocations are subject to change).

**“Annual Financial Report”** means the report that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

**“Arm’s Length”** has the same meaning as set out in the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

**“Auditor General”** means the Auditor General of Ontario.

**“BPSAA”** means the *Broader Public Sector Accountability Act, 2010*.

**“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 is closed for business.

**“Communications Protocol”** means the protocol set out under Schedule “H” of this Agreement.

**“Consultant”** means any person the Recipient retains to do work related to this Agreement.

**“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.

**“Contract”** means an agreement between the Recipient and a third-party whereby the third-party provides a good or service for the Project in return for financial consideration that may be submitted by the Recipient for the Province’s consideration as an Eligible Cost.

**“Effective Date”** means the date on which this Agreement is effective, as set out under section C1.1 of Schedule “C” of this Agreement.

**“Eligible Costs”** means those costs set out under section E1.1 of Schedule “E” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section 15.1 of Schedule “A” this Agreement.

**“Expiry Date”** means the date on which this Agreement will expire, as set out under section C1.2 of Schedule “C” of this Agreement unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act, 1990*.

**“First Nation”** means a band, as defined under section 2(1) of the *Indian Act* (Canada).

**“Funding Year”** means the period commencing January 1<sup>st</sup> of one calendar year and ending December 31<sup>st</sup> of the same calendar year.

**“Funds”** means the money the Province provides to the Recipient pursuant to this Agreement, as set out in an Allocation Notice or Revised Allocation Notice issued under this Agreement each Funding Year.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out under section E2.1 of Schedule “E” of this Agreement.

**“Interest Earned”** means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A3.4 of Schedule “A” of this Agreement.

**“Local Services Board”** means a board established under the *Northern Services Boards Act*.

**“MA”** means the *Municipal Act, 2001*.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Parties”** means the Province and the Recipient collectively.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking:

- (a) Described in the Project Information Form the Province provides to the Recipient pursuant to this Agreement; and
- (b) Approved by the Province.

**“Project Information Form”** means the form that the Province will provide, either in paper or electronically, to the Recipient pursuant to this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “I” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, the *BPSAA*, the *PSSDA*

and those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Revised Allocation Notice”** means an Allocation Notice that the Province issues that alters an Allocation Notice that the Province previously issued.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiry Date unless terminated earlier pursuant to Articles A13, A14 or A15 of this Agreement.

- A1.3 Conflict.** Subject to section A9.1 of Schedule “A” of this Agreement, in the event of a conflict between the terms and conditions set out in this Schedule “A” of the Agreement and the terms or conditions set out in any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## **ARTICLE A2**

### **REPRESENTATIONS, WARRANTIES AND COVENANTS**

- A2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out any Projects to which it directs any of the Funds being provided under this Agreement and is not indebted to any person to the extent that that indebtedness would undermine the Recipient’s ability to complete the Projects to which it directs the Funds;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law related to any aspect of the Project, the Funds or both for the Term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

- A2.2 Execution Of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

- A2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the Term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;
- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**A2.4 Approvals, Licenses And Permits.** The Recipient represents, warrants and covenants that it has or will apply for any approval, license, permit or similar authorization necessary to carry out the Project before carrying out the Project. For greater clarity, the Recipient acknowledges and agrees that the entering into this Agreement does not in any way obligate any regulatory authority established under an Act of the Ontario Legislature to issue any type of approval, license, permit or similar authorization that the Recipient may need or want in relation to undertaking any Project to which Funds are directed or to meet any other term or condition under this Agreement.

**A2.5 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article A2 of this Agreement.

**A2.6 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2, A2.3 or A2.4 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

### **ARTICLE A3 FUNDS AND CARRYING OUT THE PROJECT**

**A3.1 Funds Provided.** The Province will:

- (a) Provide the Recipient up to the amount of Funds set out in the Allocation Notice for each Funding Year during the Term of this Agreement for the sole purpose of carrying out one or more Projects;
- (b) Provide the Funds to the Recipient in accordance with Schedule "F" of this Agreement;
- (c) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**A3.2 Limitation On Payment Of Funds.** Despite section A3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds set out in an Allocation Notice or Revised Allocation Notice to the Recipient in any Funding Year until:
  - (i) The Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A12.2 of Schedule "A" of this Agreement,
  - (ii) The Recipient has submitted to the Ministry of Municipal Affairs any outstanding financial information returns by December 31<sup>st</sup> of each calendar year,

- (iii) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs all outstanding reporting under any other Ontario Community Infrastructure Fund contribution agreement, and
  - (iv) The Recipient has submitted to the Ministry of Agriculture, Food and Rural Affairs a copy of their asset management plan and any subsequent updates by December 31<sup>st</sup> of each calendar year if not previously submitted;
- (b) The Province is not obligated to provide any instalments of Funds set out in an Allocation Notice to the Recipient in any Funding Year until the Province is satisfied with the progress of the Project;
- (c) The Province may, acting reasonably:
  - (i) Adjust the amount of Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice, and/or
  - (ii) Adjust the amount of Funds the Province actually provides to the Recipient in any Funding Year, and/or
  - (iii) Hold all or a portion of the Funds set out in the Recipient's Allocation Notice or Revised Allocation Notice
 based upon the Province's assessment of the information provided by the Recipient pursuant to Article A7 of Schedule "A" of this Agreement; and
- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment under this 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 without liability, penalty or costs; or
  - (ii) Terminate the Agreement pursuant to section A14.1 of Schedule "A" of this Agreement.

**A3.3 Use Of Funds And Project.** The Recipient will:

- (a) Only use the Funds being provided under this Agreement toward Projects that fall within the category of projects set out under section D1.1 of Schedule "D" of this Agreement;
- (b) Carry out and complete any Projects in accordance with the terms and conditions of this Agreement;
- (c) Use the Funds only for Eligible Costs that are necessary to carry out the Project; and
- (d) Not use the Funds for Ineligible Costs.

**A3.4 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds plus the Interest Earned in trust for the Province until the Recipient needs the Funds for the Projects.

**A3.5 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient pursuant to a term or condition set out in this Agreement.

**A3.6 Funds For Funding Year Limited To Amount Set Out In Allocation Notice Or Revised Allocation Notice.** The Recipient acknowledges and agrees that the Funds available to it for a Funding Year will not exceed the amount set out in the Recipient's Allocation or Revised Allocation Notice for that Funding Year.

- A3.7 Recipient May Save Funds From One Funding Year To Use In Later Funding Years.** The Recipient may save any Funds that it receives in one Funding Year, including any interest earned thereon, for use in later Funding Years. Where the Recipient saves Funds from one Funding Year to use in later Funding Years, the Recipient will be deemed to have spent any Interest Earned first, followed by the principal.
- A3.8 Saved Funds From One Funding Year Must Be Spent Within Five Funding Years Of The Year The Funds Were Allocated.** Despite anything else in this Agreement, the Recipient will spend any Funds, including any interest earned thereon, that it received and has saved within five (5) Funding Years in which those Funds were received. By way of example only, if a Recipient received Funds from the Province in 2017 and decided to save those Funds, the Recipient must spend those Funds, including any interest earned thereon, by December 31, 2021. In the event that the Recipient does not spend those saved Funds in accordance with the requirements set out in this section A3.8 of the Agreement, those saved Funds, including any Interest Earned thereon, will be returned to the Province.
- A3.9 Transfer Of Funds.** The Recipient may transfer Funds provided under this Agreement to another entity provided the following is met:
- (a) The transfer of Funds is for a Project that is set out under section D1.1 of Schedule "D" of this Agreement;
  - (b) The Project is in both the Recipient and the other entity's asset management plan; and
  - (c) The entity receiving the Recipient's Funds must be eligible to receive those Funds.
- A3.10 Funds May Be Used For Projects Under Other Federal Or Provincial Funding Programs.** The Recipient may use the Funds being provided under this Agreement for projects covered under other provincial or federal funding programs provided the following is met:
- (a) The project is also a Project that is set out under section D1.1 of Schedule "D" of this Agreement; and
  - (b) The other provincial or federal funding program allows for Funds being provided under the Ontario Community Infrastructure Fund to be used toward a project under that other provincial or federal funding program.
- A3.11 Rebates, Credits and Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

## ARTICLE A4

### ABORIGINAL CONSULTATION

- A4.1 Provision Of Funds Dependent Upon The Province Meeting Its Duty To Consult Obligations.** The Recipient acknowledges and agrees that the provision of any Funds under this Agreement is strictly conditional upon the Province satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Group with an interest in any Project in which Funds are directed in order for the Project to proceed.
- A4.2 Recipient Is The Province's Delegate For Purposes Of Consultation With Aboriginal Groups.** By entering into this Agreement, the Province delegates the procedural aspects of



any consultation obligations the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed to the Recipient as set out in Schedule "G" of this Agreement. The Recipient, by signing this Agreement acknowledges that the Province has delegated the procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to any Project in which Funds are directed and accepts said delegation and agrees to act diligently as the Province's delegate so as to preserve the Honour of the Crown in relation to any consultation obligations that the Province may have in relation to any Project in which Funds are directed.

**A4.3 *Recipients Obligations In Relation To Consultations.*** The Recipient will:

- (a) Be responsible for consulting with any Aboriginal Group that has an interest in any Project in which Funds are directed on behalf of the Province in accordance with Schedule "G" of this Agreement;
- (b) Take directions from the Province in relation to consulting with any Aboriginal Group with an interest in any Project in which Funds are directed as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating any Project in which Funds are directed; and
- (c) Provide a detailed description of any actions it took in relation to consultation with any Aboriginal Group with an interest in any Project in which Funds are directed in its Reports.

**A4.4 *Recipient Will Not Start Construction On Any Project Until Recipient Provides Evidence To The Province That Notice Of Project Has Been Given To Identified Aboriginal Groups.*** Despite anything else in this Agreement, the Recipient will not commence or allow a third party to commence construction on any aspect of any Project in which Funds are directed for forty-five (45) Business Days, or such other longer or shorter time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent notice about any Project in which Funds are directed to the Aboriginal Groups the Province has identified in accordance with Schedule "G" of this Agreement.

## **ARTICLE A5**

### **RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

**A5.1 *Acquisition Of Goods And Services In Competitive Procurement Process.*** The Recipient will acquire any goods and services for the Project through a transparent, competitive process that ensures the best value for any Funds expended and at no greater value than fair market value, after deducting trade discounts and/or other discounts available to the Recipient. Without limiting the generality of the foregoing, where the Recipient is a municipal entity to which the *MA* applies, the Recipient will follow its procurement policies required under the *MA*. Where the Recipient is a Local Services Board, the Recipient will obtain a minimum of three (3) written quotes for any goods or services which exceed twenty-five thousand dollars (\$25,000.00), unless the Province provides its prior written approval to obtain such goods or services in another manner. The Province may waive the requirements of this section A5.1 of the Agreement if:

- (a) The goods or services the Recipient is purchasing are not readily available; or
- (b) The Recipient has researched the market for a similar purchase within the last two (2) years and knows prevailing market costs for those good or services being purchased.

- A5.2 BPSAA.** For greater clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between the *BPSAA* and a requirement under this Article A5 of the Agreement, the *BPSAA* will apply and prevail to the extent of that conflict.
- A5.3 Contracts.** The Recipient will ensure that all Contracts:
- (a) Are consistent with this Agreement;
  - (b) Do not conflict with this Agreement;
  - (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
  - (d) Require that any parties to those Contracts comply with all Requirements of Law; and
  - (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project or any Funds provided to those parties.
- A5.4 Use Of Consultants.** The Province recognizes and acknowledges that the Recipient may engage one or more Consultants for the purposes of carrying out any Projects in which Funds are directed. The Recipient will have sole responsibility for hiring and terminating the employment of said Consultants. The Recipient further acknowledges and agrees that the Recipient will be responsible for all acts and actions of the Recipient's Consultants and that all such acts and actions will be treated as acts and actions of the Recipient for the purposes of this Agreement.
- A5.5 Asset Retention.** The Recipient will comply with section C1.3 of Schedule "C" of this Agreement as it relates to the retention of any assets purchased, built or rehabilitated with Funds being provided under this Agreement.
- A5.6 Trade Agreements.** If the Recipient is subject to any provincial or federal trade agreements to which the Province is a party, the Recipient will comply with the applicable requirements of such trade agreements. In particular, and without limitation, if the Recipient is subject to Annex 502.4 of the *Agreement on Internal Trade*, the Recipient will comply with all applicable requirements of Annex 502.4. In the event of any conflict between any requirement under Annex 502.4 and a requirement under this Article A5 of the Agreement, Annex 502.4 will apply and prevail to the extent of that conflict.

## ARTICLE A6

### 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 Disclosure To The 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 impose as a result of the disclosure.

## ARTICLE A7

### REPORTS, RECORDS, INSPECTION, AUDITS AND THE PROVISION OF INFORMATION

- A7.1 Preparation And Submission.** The Recipient will:

- (a) Submit to the Province at the address referred to in section C1.4 of Schedule “C” of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule “I” of this Agreement, or in a form as specified by the Province from time to time;
- (b) Ensure that all Reports are completed to the satisfaction of the Province; and
- (c) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

**A7.2 *Records Maintenance.*** The Recipient 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 acceptable accounting principles; and
- (b) All non-financial documents and records relating to the Funds or otherwise to the Project in a manner consistent with all Requirements of Law.

**A7.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours’ Notice to the Recipient during normal business hours, enter the Recipient’s premises to review the progress of the Project and the Recipient’s allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) Inspect and copy the records and documents referred to in this section A7.2 of Schedule “A” of this Agreement;
- (b) Remove any copies made pursuant to section A7.3(a) of Schedule “A” of this Agreement from the Recipient’s premises; and
- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

**A7.4 *Disclosure.*** To assist in respect of the rights set out under section A7.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**A7.5 *No Control Of Records.*** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

**A7.6 *Auditor General.*** For greater certainty, the Province’s rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the AGA.

**A7.7 *Provision Of Information.*** The Recipient will provide to the Province, within the time period set out in the Notice, such information in respect of this Agreement or any Project in which Funds are directed as the Province requests.

## **ARTICLE A8 COMMUNICATIONS**

**A8.1 *Recipient To Follow Communications Protocol.*** The Recipient will follow the Communications Protocol set out under Schedule “H” of this Agreement.

- A8.2 *Publication By The Province.*** The Recipient agrees the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

## **ARTICLE A9 ADDITIONAL TERMS AND CONDITIONS**

- A9.1 *Additional Terms and Conditions.*** The Recipient will comply with any Additional Terms and Conditions set out under Schedule "B" of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule "A" of this Agreement, the Additional Terms and Conditions will prevail.

## **ARTICLE A10 DISCLOSURE OF INFORMATION PROVIDED TO THE PROVINCE**

- A10.1 *FIPPA.*** The Recipient acknowledges that the Province is bound by the *FIPPA*.
- A10.2 *Disclosure Of Information.*** 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 *FIPPA* and any other Requirements of Law.

## **ARTICLE A11 INDEMNITY, LIMITATION OF LIABILITY AND DUTY TO DEFEND**

- A11.1 *Indemnification.*** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect 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 this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.
- A11.2 *Exclusion Of Liability.*** The Recipient acknowledges and agrees that in no event will the Province be liable for any general, compensatory, incidental, special or consequential damages, or any loss of use, revenue or profit by the Recipient or the Recipient's officers, servants, employees and agents arising out of or in any way related to this Agreement.
- A11.3 *Recipient's Participation.*** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.
- A11.4 *Province's Election.*** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A11.5 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A11.6 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

## **ARTICLE A12 INSURANCE**

**A12.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for each Project being funded under this Agreement for a period of ninety (90) days after the Recipient has submitted a Project Information Form attesting that the Project is complete, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all 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 set out under section C1.5 of Schedule "C" of this Agreement per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course or performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage;
- (d) Products and completed operations liability coverage;
- (e) Employer's liability coverage;
- (f) Tenant's legal liability coverage (for premises/building leases only);
- (g) Non-owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
- (h) A thirty (30) day written notice of cancellation provision.

**A12.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section A12.1 of Schedule "A" of this Agreement.

**A12.3 Right Of "First Call" On Insurance Proceeds.** The Recipient will provide the Indemnified Parties with a right of "first call" or priority over any other person, including the Recipient, to use or enjoy the benefits of the proceeds from the insurance policy required under section A12.1 of Schedule "A" of this Agreement to pay any suits, judgments, claims, demands, expenses, actions, causes of action and losses (including without limitation, reasonable legal expenses and any claim for a lien made pursuant to the *Construction Lien Act* and for any and all liability, damages to property and injury to persons (including death)) that may be brought against the Indemnified Parties as a result of this Agreement.

## ARTICLE A13 TERMINATION ON NOTICE

**A13.1 Termination On Notice.** The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**A13.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section A13.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further installments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section A12.3(c) of Schedule "A" of this Agreement; and
  - (ii) Subject to section A3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

## ARTICLE A14 TERMINATION WHERE NO APPROPRIATION

**A14.1 Termination Where No Appropriation.** If, as provided for in section A3.2(d) of Schedule "A" of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**A14.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section A14.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further installments of the Funds;
- (b) Demand the repayment of any Funds plus any Interest Earned on the unspent 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 A14.2(b) of Schedule "A" of this Agreement.

**A14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A14.2(c) of Schedule "A" of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## ARTICLE A15

### EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**A15.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project,
  - (ii) Use or spend the Funds,
  - (iii) Provide any Reports required under this Agreement, or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement;
- (b) The Recipient has provided false or misleading information to the Province;
- (c) The Recipient is unable to continue any Project in which Funds are directed or the Recipient is likely to discontinue any Project in which Funds are directed;
- (d) The Recipient's operations, 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;
- (e) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) The Recipient ceases to operate.

**A15.2 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 a period as the Province determines appropriate;
- (d) Reduce the amount of Funds;
- (e) Cancel any further installments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A15.3 Opportunity To Remedy.** If, in accordance with section A15.2(b) of Schedule "A" of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**A15.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(b) of Schedule "A" of this Agreement, 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 A15.2(b), (c), (d), (e), (f), (g), (h) and (i) of Schedule "A" of this Agreement.

**A15.5 When Termination Effective.** Termination under this Article A15 of Schedule "A" of this Agreement will take effect as set out in the Notice.

## ARTICLE A16 LOBBYISTS AND AGENT FEES

**A16.1 Lobbyists And Agent Fees.** The Recipient represents and warrants:

- (a) Any person hired by the Recipient to speak or correspond with any employee or other person representing the Province concerning any matter relating to any Funds under this Agreement or any benefit hereunder is registered, if required to register, pursuant to the *Lobbyists Registration Act, 1998*;
- (b) It has not and will not make a payment or other compensation to any other legal entity that is contingent upon or is calculated upon the provision of any Funds hereunder or negotiating the whole or any part of the terms or conditions of this Agreement; and
- (c) No money from the Province was used or will be used to lobby or otherwise secure the provision of any Funds in relation to this Agreement.

## ARTICLE A17 FUNDS UPON EXPIRY

**A17.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any unspent Funds remaining in its possession or under its control plus any Interest Earned on the unspent Funds.

## ARTICLE A18 REPAYMENT

**A18.1 Repayment Of Overpayment Or Unspent Saved Funds.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement or the Recipient does not spend any Funds that it has saved in accordance with section A3.8 of this Agreement, the Province may:

- (a) Deduct an amount equal to the excess or saved Funds plus Interest Earned from any further installments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess or saved Funds plus Interest Earned to the Province.

**A18.2 Debt Due.** If, pursuant to this Agreement:

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



such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that 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, this section A18.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section A3.4 of Schedule "A" of this Agreement.

**A18.3 *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.

**A18.4 *Payment Of Money To Province.*** If the Province requires the Recipient to repay any Funds or Interest Earned to the Province, the Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of Schedule "A" of this Agreement.

**A18.5 *Repayment.*** Without limiting the application of section 43 of the *FAA*, if the Recipient does not repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may set off any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**A18.6 *Funds Are Part Of A Social Or Economic Program.*** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE A19 NOTICE

**A19.1 *Notice In Writing And Addressed.*** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section C1.6 of Schedule "C" of this Agreement or as either Party later designates to the other by written Notice.

**A19.2 *Notice Given.*** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**A19.3 *Postal Disruption.*** Despite section A19.2(a) of Schedule "A" of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-paid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## ARTICLE A20 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

**A20.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

## **ARTICLE A21 SEVERABILITY OF PROVISIONS**

**A21.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **ARTICLE A22 WAIVER**

**A22.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of Schedule "A" of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide the waiver.

## **ARTICLE A23 INDEPENDENT PARTIES**

**A23.1 Parties Independent.** The Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

## **ARTICLE A24 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A24.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

**A24.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE A25 GOVERNING LAW**

**A25.1 Governing Law.** This 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 this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

## **ARTICLE A26 FURTHER ASSURANCES**

**A26.1 Agreement Into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

## **ARTICLE A27 JOINT AND SEVERAL LIABILITY**

**A27.1 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 this Agreement.

## **ARTICLE A28 RIGHTS AND REMEDIES CUMULATIVE**

**A28.1 Rights And Remedies Cumulative.** The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

## **ARTICLE A29 JOINT AUTHORSHIP**

**A29.1 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

## **ARTICLE A30 FAILURE TO COMPLY WITH OTHER AGREEMENT**

**A30.1 Other Agreements.** If the Recipient:

- (a) Has committed 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 under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

## **ARTICLE A31**

### **SURVIVAL**

**A31.1 *Survival.*** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the Expiry Date expiry or date of termination. Without limiting the generality of the foregoing, 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 (7) years from the Expiry Date or the date of termination: Article A1 and any other applicable definitions, sections A3.2(d), A3.5, section 4.2, section A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), section A6.2 , Article A7, Article A11, section A13.2, sections A14.2 and A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17, Article A18, Article A19, Article A21, section A24.2, Article A25, Article A27, Article A28, Article A29, Article A30 and this Article A31.

**A31.2 *Survival After Creation.*** Despite section A31.1 of this Agreement, section A7.2 of this Agreement, including all cross-referenced provisions and Schedules, will continue in full force and effect for a period of seven (7) years from the date in which that document or record referred to in section A7.2 of this Agreement was created.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “B” FOLLOWS]**

**SCHEDULE “B”  
ADDITIONAL TERMS AND CONDITIONS**

**B1.1** ***No Additional Terms And Conditions:** There are no additional terms or conditions for this Agreement.*

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE “C” FOLLOWS]**

## SCHEDULE “C” OPERATIONAL REQUIREMENTS UNDER THE AGREEMENT

- C1.1 *Effective Date.*** The Effective Date of this Agreement is as of the date that the Province signs it.
- C1.2 *Expiry Date.*** The Expiry Date of this Agreement is March 31, 2027.
- C1.3 *Disposal Of Assets.*** The Recipient will retain any assets purchased, rehabilitated or built with the Funds under this Agreement for a period of five (5) years from the date that the Project is completed. Within this five (5) year period, the Recipient may ask for the Province’s consent to dispose of any assets purchased, rehabilitated or built with the Funds under this Agreement. The Province may impose any reasonable conditions, including requesting the return of Funds from the Recipient, in return for its consent.
- C1.4 *Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province using the address supplied under section C1.6 of this Schedule “C” of the Agreement or any other person identified by the Province in writing.
- C1.5 *Insurance Amount.*** The amount of insurance the Recipient will have for the purposes of section A12.1 of Schedule “A” of this Agreement is no less than two million dollars (\$2,000,000.00) in general commercial liability insurance per occurrence.
- C1.6 *Providing Notice.*** All Notices under this Agreement will be provided to:

TO THE PROVINCE	TO THE RECIPIENT
Ministry of Agriculture, Food and Rural Affairs Rural Programs Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2  Attention: Manager, Infrastructure Renewal Programs Fax: 519-826-3398 Email: OCIF@ontario.ca	The Corporation of the Town of Tecumseh 917 Lesperance Road Tecumseh, Ontario N8N 1W9  Attention: Tony Haddad Fax: Email: thaddad@tecumseh.ca

or any other person identified by the Parties in writing.

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## SCHEDULE “D” ELIGIBLE PROJECT CATEGORIES

### **D1.1 Eligible Project.** Eligible Projects include:

- (a) The development and implementation of asset management plans (e.g. software, training, inspections) and the implementation of Composite Correction Program recommendations.
- (b) Capital projects and capital maintenance for the renewal, rehabilitation and replacement of core infrastructure assets or capital construction of new core infrastructure that addresses an existing health or safety issue, including:
  - (i) Water:
    - a. Water treatment, and
    - b. Water distribution/transmission.
  - (ii) Wastewater:
    - a. Wastewater treatment and disposal,
    - b. Sanitary sewer systems, and
    - c. Storm sewer systems (urban and rural).
  - (iii) Roads:
    - a. Paved roads,
    - b. Unpaved roads,
    - c. Bus-only lanes,
    - d. Street lighting may be included as an eligible item when part of a road project, and
    - e. Sidewalks and/or cycling lanes located along an existing road.
  - (iv) Bridges and Culverts:
    - a. Sidewalks and/or cycling lanes located along an existing road.

Without limiting the foregoing, the Project must be part of the Recipient’s asset management plan in order to be eligible.

A Recipient may transfer its yearly allocation to another recipient in the furtherance of a joint project, provided:

- (a) The joint project is listed as a priority in the asset management plans for the Recipient and other recipients;
- (b) The Recipient and other recipients inform the Province in writing that they are undertaking a joint project prior to implementation; and
- (c) The Recipient and other recipients have an agreement in place governing the joint project, including how the joint project is being funded.

### **D2.1 Ineligible Projects.** Ineligible projects are any project not part of the Recipient’s Asset Management Plan, and also include:

- (a) Projects that are routine upgrades or improvements to storm water infrastructure and drainage (Note: an eligible project must eliminate or significantly reduce the potential for serious damages to adjacent critical infrastructure (e.g. roads, bridges, etc.));
- (b) Growth-related expansion projects (e.g. new subdivision infrastructure);
- (c) Infrastructure expansion projects to accommodate future employment or residential development on greenfield sites; and
- (d) Recreational trail projects.

## SCHEDULE “E” ELIGIBLE AND INELIGIBLE COSTS

**E1.1 Eligible Costs.** Subject to the terms and conditions of this Agreement and section E.2 of this Schedule “E” of the Agreement, Eligible Costs shall only include all direct and incremental costs that are attributable to the development and implementation of the Project and are in the Province’s sole and absolute discretion, properly and reasonably incurred as well as necessary for the Project. Eligible Costs must also be actual, verifiable cash outlays that are documented through invoices, receipts or other records that is acceptable to the Province.

Without limiting the generality of the foregoing, Eligible Costs shall only include the following:

- (a) The capital costs of constructing, rehabilitating, replacing or improving, in whole or in part, a tangible core infrastructure asset;
- (b) Development and implementation of asset management plans (e.g. software, training third-party condition assessments), including Consultant costs;
- (c) Activities that improve the performance or increase the capacity of existing water and wastewater infrastructure under the Composite Correction Program including third-party comprehensive performance evaluations and third-party comprehensive technical assistance;
- (d) Up to 40% of the annual Funds allocation to a maximum of eighty thousand dollars (\$80,000.00) per year for Recipient staff members whose responsibilities include asset management and/or Composite Correction Program implementation while receiving third-party comprehensive technical assistance;
- (e) All capital planning and assessment costs, such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- (f) The costs for permits, approvals, licences and other authorizing documents, as well as inspections and other fees directly attributable to obtaining a permit, approval, licence or other authorizing document, provided those costs are directly attributable to the construction and implementation of Project;
- (g) Loan payments and interest charges on eligible core infrastructure activities started after January 1, 2017 that the Recipient has obtained financing to complete;
- (h) The costs for consulting with an Aboriginal Group, including the Recipient’s legal fees, provided they are reasonable, on matters pertaining to the Project, including the translation of documents into languages spoken by the affected Aboriginal Group, but does not include any capacity-building funding unless specifically approved by the Province in writing prior to being incurred;
- (i) The costs of Project-related signage, lighting, Project markings and utility adjustments;
- (j) The costs of joint communication activities, such as press releases, press conferences, translation and road signage recognition, as described in Schedule “H” of this Agreement; and
- (k) Other costs that are, in the Province’s sole and absolute discretion, direct, incremental and necessary for the successful implementation of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

**E2.1 Ineligible Costs.** The following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds being provided under this Agreement:

- (a) Costs incurred which are not in accordance with section A5.1 of Schedule “A” of this Agreement;



- (b) Any costs related to any ineligible projects set out under section D2.1 of Schedule “D” of this Agreement;
- (c) Costs associated with the acquisition or leasing of:
  - (i) Land,
  - (ii) Buildings,
  - (iii) Equipment,
  - (iv) Other facilities, and
  - (v) Obtaining easements, including costs or expenses for surveys, and includes real estate fees and other related costs;
- (d) Costs associated with moveable / transitory assets (e.g. portable generators, etc.) or rolling stock (e.g. trucks, graders, etc.);
- (e) Costs related to recreational trails;
- (f) Legal fees, other than those associated with consultation with Aboriginal Groups (provided such legal fees are reasonable), as well as loan and interest payments that do not comply with section E1.1(g) of Schedule “E” of this Agreement;
- (g) Taxes, regardless of any rebate eligibility;
- (h) The value of any goods and services which are received through donations or in kind;
- (i) Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient for the Project, and more specifically, but without limiting the generality of the foregoing, costs relating to services delivered directly by permanent employees of the Recipient;
- (j) Meal, hospitality or incidental costs or expenses of Consultants;
- (k) Costs associated with completing Expressions of Interest and/or applications for the Ontario Community Infrastructure Fund or the Building Canada Fund – Small Communities Fund;
- (l) Costs of accommodation for any Aboriginal Group; and
- (m) Costs incurred contrary to section A16.1 of Schedule “A” of this Agreement.

**E2.2 Costs Of Non-Arm’s Length Parties.** The costs or expenses of goods or services acquired from parties that are not Arm’s Length from the Recipient must be valued at the cost of the supplying entity and shall not include any mark up for profit, return on investment or overhead costs and shall not exceed fair market value. The Province may not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

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## **SCHEDULE “F” FINANCIAL INFORMATION**

- F1.1 Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that when the Province issues an Allocation Notice to the Recipient for a Funding Year, that Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and is enforceable under this Agreement.
- F1.2 Revised Allocation Notices Form Part Of Schedule “F” Upon Being Issued.** The Parties agree that in the event that the Province issues a Revised Allocation Notice for whatever reason, that Revised Allocation Notice will revoke and replace the Allocation Notice for which the Revised Allocation Notice was issued and that Revised Allocation Notice will become part of this Schedule “F” of the Agreement upon being issued by the Province and will be enforceable under this Agreement.
- F1.3 No Amending Agreement Needed To Have Allocation Notice Or Revised Allocation Notice Become Part Of Schedule “F” Of Agreement.** For greater clarity, and despite section 3.1 of the Agreement, the Parties agree that this Schedule “F” may be altered by the issuance of an Allocation Notice or a Revised Allocation Notice without having to amend this Agreement.
- F2.1 Payment Of Funds.** Subject to the terms and conditions of this Agreement, the Province will provide any Funds pursuant to this Agreement in accordance with the following:
- (a) Where the Funds are less than one hundred fifty thousand dollars (\$150,000.00), the Province will make one (1) payment to the Recipient by March 31 of the allocation year;
  - (b) Where the Funds are more than one hundred fifty thousand dollars (\$150,000.00), but less than one million dollars (\$1,000,000.00), the Province will make six (6) payments to the Recipient over the calendar year; and
  - (c) Where the Funds are more than one million dollars (\$1,000,000.00), the Province will make twelve (12) payments to the Recipient over the calendar year.

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## SCHEDULE “G”

### ABORIGINAL CONSULTATION REQUIREMENTS

**G1.1 Purpose.** This Schedule sets out the responsibilities of the Province and the Recipient in relation to consultation with Aboriginal Groups on the Project, and to delegate procedural aspects of consultation from the Province to the Recipient.

**G1.2 Definitions.** For the purposes of this Schedule:

“**Section 35 Duty**” means any duty the Province may have to consult and, if required, accommodate Aboriginal Groups in relation to the Project flowing from section 35 of the *Constitution Act, 1982*.

**G2.1 The Province’s Responsibilities.** The Province is responsible for:

- (a) Determining the Aboriginal Groups to be consulted in relation to the Project, if any, and advising the Recipient of same;
- (b) The preliminary and ongoing assessment of the depth of consultation required with the Aboriginal Groups;
- (c) Delegating, at its discretion, procedural aspects of consultation to the Recipient pursuant to this Schedule;
- (d) Directing the Recipient to take such actions, including without limitation suspension as well as termination of the Project, as the Province may require;
- (e) Satisfying itself, where it is necessary to do so, that the consultation process in relation to the Project has been adequate and the Recipient is in compliance with this Schedule; and
- (f) Satisfying itself, where any Aboriginal or treaty rights and asserted rights of Aboriginal Groups require accommodation, that Aboriginal Groups are appropriately accommodated in relation to the Project.

**G3.1 Recipient’s Responsibilities.** The Recipient is responsible for:

- (a) Giving notice to the Aboriginal Groups regarding the Project as directed by the Province, if such notice has not already been given by the Recipient or the Province;
- (b) Immediately notifying the Province of contact by any Aboriginal Groups regarding the Project and advising of the details of the same;
- (c) Informing the Aboriginal Groups about the Project and providing to the Aboriginal Groups a full description of the Project unless such description has been previously provided to them;
- (d) Following up with the Aboriginal Groups in an appropriate manner to ensure that Aboriginal Groups are aware of the opportunity to express comments and concerns about the Project, including any concerns regarding adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to the Aboriginal Groups, and immediately advising the Province of the details of the same;
- (e) Informing the Aboriginal Groups of the regulatory and approval processes that apply to the Project of which the Recipient is aware after reasonable inquiry;
- (f) Maintaining the Aboriginal Groups on the Recipient’s mailing lists of interested parties for environmental assessment and other purposes and providing to the Aboriginal Groups all notices and communications that the Recipient provides to interested parties and any notice of completion;

- (g) Making all reasonable efforts to build a positive relationship with the Aboriginal Groups in relation to the Project;
- (h) Providing the Aboriginal Groups with reasonable opportunities to meet with appropriate representatives of the Recipient and meeting with the Aboriginal Groups to discuss the Project, if requested;
- (i) If appropriate, providing reasonable financial assistance to Aboriginal Groups to permit effective participation in consultation processes for the Project, but only after consulting with the Province;
- (j) Considering comments provided by the Aboriginal Groups regarding the potential impacts of the Project on Aboriginal or treaty rights or asserted rights, including adverse impacts on hunting, trapping, fishing, plant harvesting or on burial grounds or archaeological sites of cultural significance to an Aboriginal Group, or on other interests, or any other concerns or issues regarding the Project;
- (k) Answering any reasonable questions to the extent of the Recipient's ability and receiving comments from the Aboriginal Groups, notifying the Province of the nature of the questions or comments received and maintaining a chart showing the issues raised by the Aboriginal Groups and any responses the Recipient has provided;
- (l) Where an Aboriginal Group asks questions regarding the Project directly of the Province, providing the Province with the information reasonably necessary to answer the inquiry, upon the Province's request;
- (m) Subject to section G3.1(o) of this Schedule "G" of the Agreement, where appropriate, discussing with the Aboriginal Groups potential accommodation, including mitigation of potential impacts on Aboriginal or treaty rights, asserted rights or associated interests regarding the Project and reporting to the Province any comments or questions from the Aboriginal Groups that relate to potential accommodation or mitigation of potential impacts;
- (n) Consulting regularly with the Province during all discussions with Aboriginal Groups regarding accommodation measures, if applicable, and presenting to the Province the results of such discussions prior to implementing any applicable accommodation measures;
- (o) Complying with the Province's direction to take any actions, including without limitation, suspension or termination of the Project, as the Province may require; and
- (p) Providing in any contracts with Third Parties for the Recipient's right and ability to respond to direction from the Province as the Province may provide.

**G3.2 Acknowledgement By Recipient.** The Recipient hereby acknowledges that, notwithstanding section A4.2 of Schedule "A" of this Agreement, the Province, any provincial ministry having an approval role in relation to the Project, or any responsible regulatory body, official, or provincial decision-maker, may participate in the matters and processes enumerated therein as they deem necessary.

**G3.3 Recipient Shall Keep Records And Share Information.** The Recipient shall carry out the following functions in relation to record keeping, information sharing and reporting to the Province:

- (a) Provide to the Province, upon request, complete and accurate copies of all documents provided to the Aboriginal Groups in relation to the Project;
- (b) Keep reasonable business records of all its activities in relation to consultation and provide the Province with complete and accurate copies of such records upon request;
- (c) Provide the Province with timely notice of any Recipient mailings to, or Recipient meetings with, the representatives of any Aboriginal Group in relation to the Project;

- (d) Immediately notify the Province of any contact by any Aboriginal Groups regarding the Project and provide copies to the Province of any documentation received from Aboriginal Groups;
- (e) Advise the Province in a timely manner of any potential adverse impact of the Project on Aboriginal or treaty rights or asserted rights of which it becomes aware;
- (f) Immediately notify the Province if any Aboriginal archaeological resources are discovered in the course of the Project;
- (g) Provide the Province with summary reports or briefings on all of its activities in relation to consultation with Aboriginal Groups, as may be requested by the Province; and
- (h) If applicable, advise the Province if the Recipient and an Aboriginal Group propose to enter into an agreement directed at mitigating or compensating for any impacts of the Project on Aboriginal or treaty rights or asserted rights.

**G3.4 Recipient Shall Assist The Province.** The Recipient shall, upon request lend assistance to the Province by filing records and other appropriate evidence of the activities undertaken both by the Province and by the Recipient in consulting with Aboriginal Groups in relation to the Project, attending any regulatory or other hearings, and making both written and oral submissions, as appropriate, regarding the fulfillment of Aboriginal consultation responsibilities by the Province and by the Recipient, to the relevant regulatory or judicial decision-makers.

**G4.1 No Acknowledgment Of Duty To Consult Obligations.** Nothing in this Schedule shall be construed as an admission, acknowledgment, agreement or concession by the Province or the Recipient, that a Section 35 Duty applies in relation to the Project, nor that any responsibility set out herein is, under the Constitution of Canada, necessarily a mandatory aspect or requirement of any Section 35 Duty, nor that a particular aspect of consultation referred to in subsection G2.1 hereof is an aspect of the Section 35 Duty that could not have lawfully been delegated to the Recipient had the Parties so agreed.

**G5.1 No Substitution.** This Schedule shall be construed consistently with but does not substitute for any requirements or procedures in relation to Aboriginal consultation or the Section 35 Duty that may be imposed by a ministry, board, agency or other regulatory decision-maker acting pursuant to laws and regulations. Such decision-makers may have additional obligations or requirements. Nonetheless, the intent of the Province is to promote coordination among provincial ministries, boards and agencies with roles in consulting with Aboriginal Groups so that the responsibilities outlined in this Agreement may be fulfilled efficiently and in a manner that avoids, to the extent possible, duplication of effort by Aboriginal Groups, the Recipient, the Province, and provincial ministries, boards, agencies and other regulatory decision-makers.

**G6.1 Notices In Relation To Schedule.** All notices to the Province pertaining to this Schedule shall be in writing and shall be given sent to the person identified under section C1.6 of Schedule "C" of this Agreement.

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## SCHEDULE “H” COMMUNICATIONS PROTOCOL

**H1.1 Application Of Protocol.** This Protocol applies to all communications activities related to any funding the Recipient receives under this Agreement. Communications activities may include, but are not limited to:

- (a) Project signage;
- (b) Media events and announcements, including news conferences, public announcements, official events or ceremonies, news releases;
- (c) Printed materials;
- (d) Websites;
- (e) Photo compilations;
- (f) Award programs; or
- (g) Awareness campaigns.

**H2.1 Project Signage.** The Province may require that a sign be installed at the site of the Project. If the Recipient installs a sign at the site of a Project, the Recipient shall, at the Province's request, provide acknowledgement of the provincial contribution to the Project. Sign design, content and installation guidelines will be provided by the Province.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the provincial contribution to the Project and be approved by the Province prior to installation.

The Recipient is responsible for the production and installation of Project signage, unless otherwise agreed upon in writing prior to the installation of the signage.

**H3.1 Media Events.** The Province or the Recipient may request a media event, announcement or recognition of key milestones related to Project.

In requesting a media event or an announcement, the Party requesting the event will provide at least twenty-one (21) Business Days' notice to the other Party of its intention to undertake such an event. The event will take place at a date and location that is mutually agreed to by the Parties. The Parties will have the opportunity to participate in such events through a designated representative. Each participant will choose its designated representative.

All joint communications material related to media events and announcements must be approved by the Province and recognize the funding provided by the Province.

Media events and announcements include but are not limited to:

- (a) News conferences;
- (b) Public announcements;
- (c) Official events or ceremonies; or
- (d) News releases.

**H4.1 Awareness Of Project.** The Recipient may include messaging in its own communications products and activities with regards to the Project. When undertaking such activities, the Recipient will provide the opportunity for the Province to participate and will recognize the funding provided by the Province.

**H5.1 *Issues Management.*** The Recipient will share information promptly with the Province should significant emerging media, Project or stakeholder issues relating to a Project arise. The Province will advise the Recipient, when appropriate, about media inquiries concerning the Project.

**H6.1 *Communicating Success Stories.*** The Recipient agrees to communicate with the Province for the purposes of collaborating on communications activities and products including but not limited to success stories and features relating to the Project.

The Recipient acknowledges and agrees that the Province may publicize information about the Project. The Province agrees it will use reasonable efforts to consult with the Recipient about the Province's publication about the Project prior to making it.

**H7.1 *Disclaimer.*** If the Recipient publishes any material of any kind relating to the Project or the Ontario Community Infrastructure Fund, the Recipient will indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect the Province's views.

**[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "I" FOLLOWS]**

## SCHEDULE “I” REPORTS

**11.1 Reports.** The Recipient will submit the following Reports in accordance with the reasonable directions provided by the Province by the date indicated in the chart immediately below. The Province will provide the contents of the Report at a later date.

NAME OF REPORT	DUE DATE
Annual Financial Report	See section 12.1 of this Schedule.
Project Information Report	See section 12.1 of this Schedule.
Other Reports	Within the time period set out in the written request from the Province.

**12.1 Timing Of Reports.** The Recipient will provide to the Province the following Reports at the times noted below:

- (a) By January 15<sup>th</sup> of each year:
  - (i) Project Information Report
    - Project Status and Financial Update for all Projects
    - For Asset Management Planning or Composite Correction Program, Implementation Staff Time Attestations (as appropriate)
    - Completed Project Being Debt Financed – Yearly Update (as appropriate)
  - (ii) Annual Financial Report from the previous year (Interest Earned must be reported for the previous calendar year)
- (b) By April 15<sup>th</sup> of each year:
  - (i) Project Information Report – Proposed Project Information for any new or revised Project (reminder – a Duty to Consult assessment must be completed by the Province for each Project forty-five (45) Business Days prior to the start of construction of that Project)
- (c) Within forty-five (45) Business Days of Project or construction completion or no later than January 15<sup>th</sup> of the year following completion of the Project
  - (i) Project Information Report – Completed Project information



# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-73

A by-law to amend By-law No. 2003-40 which establishes a system for the collection and removal of garbage, recyclables, organics, or other refuse

**WHEREAS** pursuant to Section 11 of the *Municipal Act, S.O. 2001, c.25*, a single tier municipality may pass a by-law within the waste management sphere of jurisdiction for the collection of Waste.

**AND WHEREAS** the Essex-Windsor Waste Management Master Plan provides that it is the policy of Essex-Windsor to continually investigate and implement alternative ways and means of Waste reduction and to pursue in conjunction with appropriate agencies and Area Municipalities, active public education programs to this end;

**AND WHEREAS** the Town of Tecumseh recognizes the need to divert materials from the Regional Landfill Site through Waste reduction, reuse and recycling;

**AND WHEREAS** it is advisable to regulate the collection of certain classes of Waste and to regulate certain other classes of Waste, including Recyclable Material and compostable material, to be collected by the Town of Tecumseh;

**AND WHEREAS** this By-law No. 2003-40 was adopted by the Council of The Corporation of the Town of Tecumseh 10<sup>th</sup> day of June 2003 and Council is desirous of amending By-law No. 2003-40 effective January 1, 2017.

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH HEREBY ENACTS AS FOLLOWS:**

1. **That** the definition of "Garbage Container" in Section 1 Paragraph 23 of By-law No. 2003-40 be repealed and replaced with the following definition:

**"Garbage Container"** means:

1. A rigid metal or plastic container having:
    - (a) external handles and a watertight lid;
    - (b) a lid which is readily separable from the container;
    - (c) a capacity of not more than 125 L (33 gallons);
    - (d) an external height no greater than 100 centimeters (39 inches);
    - (e) an internal width or diameter no greater than 50 centimeters (20 inches); and
    - (f) a diameter at the top equal to or greater than the diameter at the bottom or; A 340 L (90 gallon) Approved Roll-out Cart;
  2. A properly covered metal Bulk Lift Container that is compatible with the collection equipment; or
  3. Any other container as may be specified by the Director pursuant to Section II of this By-law.
2. **That** this by-law shall come into full force and take effect on January 1, 2017.

**Read** a first, second, third time and finally passed this 11<sup>th</sup> day of October, 2016.

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Gary McNamara, Mayor

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Laura Moy, Clerk

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-74

Being a by-law to amend the appointment  
of members to the Tecumseh Police  
Services Board for the term of Council  
2015-2018

**WHEREAS** in accordance with Section 27(1) of the *Police Services Act*, R.S.O. 1990 C.15, there shall be a Police Services Board for every municipality that maintains a police force;

**AND WHEREAS** in accordance with Section 27(6) of the *Police Services Act*, R.S.O. 1990, C.15 the Council of a municipality may determine, by resolution the composition of its Board shall be as described in subsection (5).

**AND WHEREAS** the Council of The Corporation of the town of Tecumseh adopted a resolution on January 12, 1999, to establish The Corporation of the Town of Tecumseh Police Services Board and to increase the composition of the Board from three (3) members to five (5) members;

**AND WHEREAS** Section 27(5) of the *Police Services Act*, R.S.O. 1990, C.15 states the Board of a municipality shall consist of,

- (a) the Head of the Municipal Council or, if the Head chooses not to be a member of the Board, another member of the Council appointed by resolution of the Council;
- (b) one (1) member of the Council appointed by resolution of the Council;
- (c) one (1) person appointed by resolution of the Council, who is neither a member of the Council nor an employee of the municipality; and
- (d) two (2) persons appointed by the Lieutenant Governor in Council.

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh adopted By-Law 2015-10 on the 13<sup>th</sup> day of January, 2015 appointing members to the Police Services Board;

**AND WHEREAS** the Council of The Corporation of the Town of Tecumseh is desirous of amending the appointments to the Police Services Board to the full term of Council;

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. **THAT** paragraph 1 of By-Law 2015-10 be repealed and replaced with the following;

**THAT** the following members be appointed to The Corporation of the Town of Tecumseh Police Services Board;

- a. Gary McNamara, Mayor, for the term January 1, 2015, through to and including December 1, 2018;
- b. Joe Bachetti, Deputy Mayor, for term January 1, 2015, through to and including December 31, 2018;
- c. Fred Stibbard for the term January 1, 2015, through to and including December 31, 2018;

2. **THAT** this By-law shall come into force and take effect October 11, 2016.

**READ** a first, second, and third time, and finally passed this 11<sup>th</sup> day of October, 2016.

“SEAL”

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Gary McNamara, Mayor

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Laura Moy, Clerk

**UNFINISHED REGULAR COUNCIL BUSINESS**

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
18/14	Oct 14, 2014 PCM		Sea Containers	Report on the use of Sea Containers for consideration of a broader by-law.	Planning	
20/14	Dec 9, 2014		County Rd 34 Hamlet	Administration is asked to look into property ownership and to work with the owners on opportunities for alternate service arrangements.	PWES/ Clerks	In progress

Meeting Date: October 11, 2016

# THE CORPORATION OF THE TOWN OF TECUMSEH

## BY-LAW NUMBER 2016-75

Being a by-law to confirm the proceedings of the  
**October 11, 2016** regular meeting of the Council of  
The Corporation of the Town of Tecumseh

**WHEREAS** pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, the powers of a municipality shall be exercised by its Council; and

**WHEREAS** pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, a municipal power, including a municipality's capacity, rights, powers and privileges under Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

**WHEREAS** it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Tecumseh at this Session be confirmed and adopted by by-law.

### **NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF TECUMSEH ENACTS AS FOLLOWS:**

1. **THAT** the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the **October 11, 2016**, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.
2. **THAT** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said **October 11, 2016**, meeting referred to in paragraph 1 of this By-law.
3. **THAT** the Mayor and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by this Council as described in Section 1 of this By-law and to affix the Corporate Seal of The Corporation of the Town of Tecumseh to all documents referred to in said paragraph 1.

**Read** a first, second and third time and finally passed this 11<sup>th</sup> day of October, 2016.

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Gary McNamara, Mayor

"SEAL"

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Laura Moy, Clerk