Regular Council Meeting
AGENDA

Tuesday, September 10, 2019, 7:00 pm
Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Pages

A. Order

B. Moment of Silence

C. National Anthem

D. Roll Call

E. Disclosure of Pecuniary Interest

F. Report of the Closed Meeting

G. Minutes

1. Regular Council Meeting- August 13, 2019 — 5 - 20

H. Supplementary Agenda Adoption

I. Delegations

1. Tom Kitsos, Director Financial Services & Chief Financial Officer — 21 - 39

   Re: 2020 Pre Budget Council Consultation

J. Communications - For Information

1. Norfolk County Letter dated August 13, 2019 — 40 - 41

   Re: Request for Provincial Response to Address Leaking Gas Wells

2. Town of Bradford West Gwillimbury dated August 14, 2019 — 42 - 43

   Re: The Never Forgotten National Memorial

3. Public Notice dated August 22, 2019 — 44 - 44

   Re: Notice of Intention to Remove Holding "H" Zone Symbol

4. Township of McKellar dated July 16, 2019 — 45 - 47

   Re: Municipal Amalgamation

5. Township of Lake of Bays dated August 20, 2019 — 48 - 50

   Re: Support for Township of McKellar's Resolution dated July 15, 2019 with respect to Municipal Amalgamation.

6. Municipality of Hastings Highlands dated August 17, 2019 — 51 - 52

   Re: Municipal Amalgamation

7. Town of Kingsville dated August 21, 2019 — 53 - 56

   Re: Municipal Amalgamation

8. Ontario Energy Board Notice to Customers of Enbridge Gas Inc. dated August 14, 2019 — 57 - 58

Re: 2018 Disposition of Deferral & Variance Account Balances and 2018 Utility Earnings - Notice of Application

9. Town of Lakeshore dated August 15, 2019 — 59 - 59

Re: Notice of the Passing of a Zoning By-Law Amendment

10. Town of Kingsville dated August 23, 2019 — 60 - 61

Re: Town of Kingsville support of Town of Halton Hills' Resolution regarding
Reducing Litter and Waste in our Communities

11. Mayor Gary McNamara dated August 26, 2019 — 62 - 63

Re: Letter to Honourable Christine Elliott, Minister of Health and Long Term Care regarding Mega Hospital

12. Mayor Gary McNamara dated August 21, 2019 — 64 - 64

Re: Letter of appreciation to Minister Caroline Mulroney, Minister of Transportation, regarding announcement of widening Provincial Highway No. 3

13. Ministry of Municipal Affairs and Housing dated September 4, 2019 — 65 - 66

Re: Bill 108, More Homes, More Choice Act, 2019

14. Essex Region Conservation Authority dated September 5, 2019 — 67 - 67

Re: Upper Little River Watershed Master Drainage and Stormwater Management Plan

K. Communications - Action Required

L. Committee Minutes

1. Senior Advisory Committee Minutes - July 25, 2019 — 68 - 70
2. Court of Revision - Wellwood Drain - August 13 2019 — 71 - 73
3. Town of Tecumseh Business Improvement Area - August 21, 2019 — 74 - 80

M. Reports

1. Corporate Services & Clerk
   a. CS-2019-21 Council Meetings in 2020 — 81 - 86
   b. CS-2019-13 Council Conferences for 2020 — 87 - 91
2. Financial Services
   a. FS-2019-11 2018 Annual Report on Investment and Cash Management — 92 - 98
3. Fire & Emergency Services
   a. FIRE-2019-06 Tecumseh Fire Services - Q2 2019 Update — 99 - 105
4. Parks & Recreation Services
   a. PRS-2019-12 Tecumseh Sportsplex Fundraising Program — 106 - 112
   b. PRS-2019-11 Energy Conservation and Demand Management Plan Annual Review — 113 - 122

5. Public Works & Environmental Services

   a. PWES-2019-42 Appointment of Drainage Engineer - East Townline Drain (St. Clair Outlet) 123 - 135

   b. PWES -2019-44 Appointment of Drainage Engineer - Malden Road East Drain 136 - 148

   c. PWES-2019-45 Appointment of Drainage Engineer - Colchester Townline Drain 149 - 166

   d. PWES-2019-43 Tecumseh Road and Lacasse Boulevard Intersection Analysis - Traffic Analysis and Recommendations 167 - 208

6. Planning & Building Services

   a. PBS-2019-30 CWATS, Proposed 2020 Projects for Town of Tecumseh 209 - 220

   b. PBS-2019-31 Ontario Priorities Housing Initiative, 2019 Rental Housing Component 221 - 226

   c. PBS-2019-32 Site Plan Control Approval, 2070 Fasan Drive 227 - 235

N. By-Laws

1. By-Law 2019-65 236 - 266

   Being a by-law to authorize the execution of Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the Town of Tecumseh under the National Disaster Mitigation Program.

2. By-Law 2019-66 267 - 268

   Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach

   (Removal of Holding Zone Symbol "H", affecting a 1.3 hectare property located on the north side of Tecumseh Road, 14400 Tecumseh Road Harbour Club Condo – Petretta Construction)

3. By-Law 2019-67 269 - 293

   Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and 2593430 Ontario Limited.

4. By-law 2019-68 294 - 296

   Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh

O. Unfinished Business

1. September 10, 2019 297 - 297

P. New Business

Q. Motions

1. In-Camera Meeting

2. Confirmatory By-law

a. By-Law 2019-69 298 - 298

Being a by-law to confirm the proceedings of the September 10, 2019 regular meeting of the Council of The Corporation of the Town of Tecumseh.

R. Notices of Motion

S. Next Meeting

Tuesday, September 24, 2019

7:00 pm Regular Council Meeting

T. Adjournment

Regular Meeting of Council

Minutes

Date:	Tuesday, August 13, 2019
Time:	7:00 pm
Location:	Tecumseh Town Hall - Council Chambers
	917 Lesperance Road
	Tecumseh, Ontario N8N 1W9

Present:
Mayor Gary McNamara
Deputy Mayor Joe Bachetti
Councillor Bill Altenhof
Councillor Andrew Dowie
Councillor Brian Houston
Councillor Tania Jobin
Councillor Rick Tonial

Also Present:
Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Information & Communication Services, Shaun Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Director Corporate Services & Clerk, Laura Moy
Manager Water & Wastewater, Denis Berthiaume
Manager Committee & Community Services, Christina Hebert
Manager Planning Services, Chad Jeffery
Financial Analyst, Zora Visekruna
Manager Building Services & Chief Building Official, Mike Voegeli
Manager Strategic Initiatives, Lesley Reeves

A. Order

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

B. Moment of Silence

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

C. National Anthem

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

D. Roll Call

E. Disclosure of Pecuniary Interest

Councillor Bill Altenhof declares a pecuniary interest on agenda item 13. a By-law 60 and item 13 b. By-law 2019-61.

Councillor Andrew Dowie declares a pecuniary interest on agenda item 12.e.5. PBS 2019-29 CIP Grant Funding Request, 12222 Tecumseh Road, Parking Lot Improvements.

F. Minutes

1. Regular Council Meeting - July 23, 2019

2. Public Council Meeting - July 23, 2019

Motion: RCM - 238/19
Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Tania Jobin

That the minutes of the Tuesday June 23, 2019 Regular Meeting of Council, and the minutes of the Tuesday, June 23, 2019 Public Meeting of Council, as were duplicated and delivered to the members, are adopted.

Carried

G. Supplementary Agenda Adoption

Motion: RCM - 239/19
Moved by Councillor Andrew Dowie
Seconded by Councillor Bill Altenhof

That the supplementary agenda, being the addition of a delegation by James Sylvestre Developments, be approved.

Carried

H. Delegations

1. Youth Advisory Committee and Senior Advisory Committee

Re: Annual Accomplishments and Initiatives

Members of the Youth Advisory Committee, Kristi Koutros and Suzie Sawicki, and Members of the Senior Advisory Committee, Paul Morand and Nancy Tenant provide a summary of the activities they have initiated for 2018-2019.

The Senior Advisory Committee Members highlight the need for affordable living for seniors in the community, initiate programs that promote interaction with others and provide alternate transportation such as busing.

The Youth Advisory Committee (YAC) will be making applications to the RBC Future Launch Community Challenge, hosting its third annual Career Fair and sponsoring other events hosted by the Town in 2019.

In response to an inquiry on the Youth Fair, the YAC members indicate that having a morning and afternoon session would provide more opportunity for students to attend the fair.

2. Majors McGuire Inc, Ron McGuire

Re: Fire Facility Use Agreement

Mr. Ron McGuire, along with Ryan McGuire and Gary Kind, present their proposal to rent the Town's fire facilities at Station No. 2 to provide confined space and other safety training to local private and public organizations.

Motion: RCM - 240/19
Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That Report FIRE-2019-07 Majors McGuire Confined Space Facility Rental be brought forward on the agenda for discussion.

Carried

Motion: RCM - 241/19
Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That Report FIRE-2019-07 Majors McGuire Confined Space Training Facility Rental to utilize the Town of Tecumseh Fire Department facilities for confined space rescue training be received.

Carried

3. James Sylvestre Developments Ltd., Jeff Sylvestre

Re: Development Charges By-law

Mr. Jeff Sylvestre speaks in favour of development charges being competitive to encourage local development, as well as phasing in the charges. He requests that the current Appendix in the Town's Zoning By-law, which has a competitive advantage over neighbouring communities, replace the proposed Appendix E in the new by-law.

The Director Planning & Building Services advises that Report PBS-2019-26 speaks for itself. He explains the rational for Appendix E being included in the by-law. He also notes that the municipal comparison charges provided by Sylvestre Developments are under review by the respective municipalities.

In response to an inquiry, Mr. Gary Scandlan, explains the legislative requirements and known changes to the legislation.

In response to an inquiry regarding phasing in of the charges, the Director Financial Services & Chief Financial Officer explains that the general levy or water or wastewater rates, depending on the nature of the development, would be required to support the shortfall.

4. Watson & Associates Economists Ltd., Gary Scandlan

Re: Development Charges By-law

Motion: RCM - 242/19
Moved by Councillor Bill Altenhof
Seconded by Deputy Mayor Joe Bachetti

That Report PBS-2019-26 2019 Development Charges, Results of Public Meeting and Final Recommendation be moved forward on the agenda for discussion.

Carried

Motion: RCM - 243/19
Moved by Councillor Andrew Dowie
Seconded by Deputy Mayor Joe Bachetti

That it be deemed that no further public meeting be required with respect to the 2019 Development Charges Study and By-law;

And that the 2019 Development Charges Background Study, dated June 13, 2019, as amended (if applicable), as prepared by Watson & Associates Economists Ltd, be received and approved;

And further that the capital projects included in the capital project listing set out in Chapter 5 of the 2019 Development Charges Background Study, dated June 13, 2019, as amended (if applicable), subject to annual review during the capital budget process, be approved;

And furthermore that the development charge approach to calculating wastewater charges on an urban-area basis and all other charges on a uniform Town-wide basis, be continued;

And further moreover that whenever appropriate, request that grants, subsidies and other contributions be clearly designated, by the donor as being to the benefit of existing development or new development, as applicable;

And further moreover that the assumptions contained in the 2019 Development Charges Background Study, dated June 13, 2019 as amended (if applicable), as an “anticipation” with respect to capital grants, subsidies and other contributions, be adopted;

And further moreover that the Local Service Policy, set out in Appendix E of the 2019 Development Charges Background Study, dated June 13, 2019, as amended by PBS-2019-26, which has the effect of incorporating the requirements of Bill 73 and other legislative changes, be received and approved;

And further moreover that Development Charges By-law 2014-68, be repealed;

And further moreover that Development Charges By-law 2019-63, Option A "By-law for the imposition of development charges”, to be effective September 1, 2019 for the five (5) year period ending August 31, 2024, be approved.

Carried

I. Communications - For Information

1. Enwin Utilities Ltd. dated July 18, 2019

Re: Reintroduction of Fluoridation

2. Town of Lakeshore dated July 18, 2019

Re: Notice of the Passing of a Zoning By-Law Amendment

3. James Sylvestre Development Ltd Letter dated July 19, 2019

Re: Development Charges Background Study dated June 13, 2019

4. Ministry of Municipal Affairs and Housing dated July 22, 2019

Re: Provincial Policy Statement Review - Draft Policy

5. Town of Lakeshore dated July 25, 2019

Re: Notice of Complete Application and Public Meeting

Motion: RCM - 244/19
Moved by Councillor Andrew Dowie
Seconded by Councillor Rick Tonial

That Communications - For Information A through E as listed on the Tuesday, August 13, 2019 Regular Council Agenda are received.

Carried

J. Communications - Action Required

There are no Communications - Required Action presented to Council.

K. Committee Minutes

1. Town of Tecumseh Business Improvement Area - July 10, 2019

Motion: RCM - 245/19
Moved by Councillor Andrew Dowie
Seconded by Councillor Rick Tonial

That the July 10, 2019 minutes of the Town of Tecumseh Business Improvement Area, as were duplicated and delivered to the Members of Council, are accepted.

Carried

2. Youth Advisory Committee - July 15, 2019

Motion: RCM - 246/19
Moved by Councillor Andrew Dowie
Seconded by Councillor Tania Jobin

That the July 15, 2019 minutes of the Youth Advisory Committee, as were duplicated and delivered to the Members of Council, are accepted.

Carried

3. Heritage Committee - July 15, 2019

Motion: RCM - 247/19
Moved by Councillor Bill Altenhof
Seconded by Councillor Brian Houston

That the July 15, 2019 minutes of the Heritage Committee, as were duplicated and delivered to the Members of Council, are accepted.

Carried

4. Cultural and Arts Advisory Committee - July 15, 2019

Motion: RCM - 248/19
Moved by Councillor Rick Tonial
Seconded by Councillor Bill Altenhof

That the July 15, 2019 minutes of the Cultural and Arts Advisory Committee, as were duplicated and delivered to the Members of Council, are accepted.

Carried

L. Reports

1. Chief Administrative Officer

a. CAO-2019-05 Municipal Modernization Fund Allocation

Motion: RCM - 249/19
Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Council endorse the overall expenditure plan outlined in Attachment 2 to Report CAO-2019-05 for the one-time Municipal Modernization Fund received from the Province of Ontario;

And that Town Administration be authorized to proceed with implementation of the expenditure plan subject to Council approval of specific items as required;

And further that Council authorize Municipal Modernization Fund expenditures of up to $50,000 for the purchase, installation and annual support and maintenance fees (2019 and 2020) of eSCRIBE software and

hardware required to implement Council meeting webcasting as per Report CS-2019-10.

Carried

2. Corporate Services & Clerk

a. CS-2019-07 2020 December Holiday Schedule

Motion: RCM - 250/19
Moved by Councillor Bill Altenhof
Seconded by Councillor Tania Jobin

That the Tecumseh Town Hall Offices close for the 2020 December Holiday Season from Thursday, December 24, 2020, through to and including Friday, January 1, 2021.

Carried

b. CS-2019-12 Closed Meeting Investigator Appointment - 2020

Motion: RCM - 251/19
Moved by Councillor Andrew Dowie
Seconded by Councillor Rick Tonial

That Report CS-2019-12 Closed Meeting Investigation Services be received;

And that notice of termination be given to LAS before October 1, 2019, in accordance with the provision in paragraph 16 of the Agreement between The Corporation of the Town of Tecumseh and LAS to discontinue closed meeting investigation services effective January 1, 2020;

And further that closed meeting complaints be investigated by the Provincial Ombudsman, commencing January 1, 2020;

And furthermore that the funds in the Closed Meeting Reserve of $17,500, be reallocated to the Integrity Commissioner Reserve.

Carried

c. CS-2019-18 Call for 2019 Award Nominations

Motion: RCM - 252/19
Moved by Councillor Rick Tonial
Seconded by Councillor Brian Houston

That Report CS-2019-18 regarding the nomination and selection process for Awards, be received;

And that paragraph 4.02 of the Awards Policy No. 2 be amended as follows:

4.02 A Special Meeting of Council (or a Committee comprised of Members of Council) will be held on the fourth Tuesday of November each year, either before or after the Regular Meeting of Council, in order that the members may review the nominations and select the award recipient for each of the awards;

And further that nominations received for the Awards be considered at a Special Meeting of Council (or a Committee comprised of Members of Council) to be held on Tuesday, November 26, 2019, at 6:00 pm.

Carried

d. CS-2019-20 Advisory and Statutory Committees - Call for 2020 Applications

Motion: RCM - 253/19
Moved by Councillor Tania Jobin
Seconded by Councillor Andrew Dowie

That a Notice of Call be issued for Applications for the:

Committee of Adjustment;

Tecumseh Accessibility Advisory Committee;

Cultural & Arts Advisory Committee;

Heritage Committee;

Senior Advisory Committee; and

Youth Advisory Committee;

And that a Special Meeting of Council be held on Tuesday, November 26, 2019, at 6:00 pm, to give consideration to the applications received before the October 31st deadline and to consider filling the vacancies on the above referenced committees.

Carried

3. Fire & Emergency Services

a. FIRE-2019-07 Majors McGuire Confined Space Training Facility Rental

This Report FIRE 2019-07 Majors McGuire Confined Space Training Facility Rental was moved forward on the agenda to delegations for discussion and consideration.

4. Financial Services

a. FS-2019-09 Water and Sanitary Billing

Motion: RCM - 254/19
Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Bill Altenhof

That performance of the Water and Sanitary billing and collection function for the Town continue to be provided by Essex Powerlines Corporation (EPC) for the 2019 and 2020 budget years;

And that the Water and Sanitary billing and collection function be reviewed by Administration for the 2021 budget year.

Carried

b. FS-2019-10 Budget Variance Report - June 2019

Motion: RCM - 255/19
Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Report FS-2019-10 Budget Variance Report – June 2019, is received.

Carried

5. Planning & Building Services

a. PBS-2019-27 Tecumseh Transit Service, January to June Statistical Review

In response to an inquiry, the bus route is running on schedule since the stop to Food Basics was implemented. Discussion ensues over Tecumseh riders being able to transfer onto Windsor busses at no additional cost. It is requested that the Chief Administrative Officer contact Transit Windsor to discuss options.

Motion: RCM - 256/19
Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That Report PBS-2019-27 Tecumseh Transit Service, January to June Statistical Review, be received.

Carried

b. PBS-2019-28 Six Month Permit Report

Motion: RCM - 257/19
Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That Report PBS-2019-28 2019 Six Month Permit Report be received.

Carried

c. PBS-2019-26 2019 Development Charges, Results of Public Meeting and Final Recommendation

This Report PBS-2019-26 Development Charges, Results of Public Meeting and Final Recommendation was moved forward on the agenda to Delegations for discussion and consideration.

d. PBS-2019-25 Official Plan and Zoning By-law Amendments, Briday Developments, Scheduling of a Public Meeting

Motion: RCM - 258/19
Moved by Councillor Brian Houston
Seconded by Councillor Andrew Dowie

That the scheduling of a public meeting, to be held on Tuesday, September 10, 2019 at 5:00 p.m., in accordance with the *Planning Act* for applications submitted by Zelinka Priamo Ltd., on behalf of the Owner, Briday Victoria Development Corporation for a 2.29 hectare (5.66 acre) parcel of land situated on the south side of Dillon Drive, approximately 40 metres east of its intersection with St. Pierre Street (12433 Dillon Drive), to amend the Tecumseh Official Plan and Tecumseh Zoning By-law 1746 by:

i. Redesignating the property from “Community Facility” to “Residential”; and

ii. Rezoning the subject property from “Community Facility Zone (CF)” and “Residential Zone 1 (R1)” to a site-specific “Residential Zone 3 (R3-16)”;

to facilitate the development of the lands for a 63-unit residential condominium development consisting of five, two-storey townhouse dwellings totalling 23 units and two, three-storey stacked townhouse dwellings totalling 40 units, be authorized.

Carried

e. PBS-2019-29 CIP Grant Funding Request, 12222 Tecumseh Road, Parking Lot Improvements

Councillor Andrew Dowie declares a pecuniary interest on this report and refrains from voting.

Motion: RCM - 259/19
Moved by Councillor Bill Altenhof
Seconded by Councillor Rick Tonial

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 12222 Tecumseh Road (Roll No. 374406000001800), be deemed eligible and approved for the Parking Area Improvement Grant Program, in accordance with Section 11.3 (5) of the CIP, for a total amount of $10,000 toward the parking lot improvements being proposed, in accordance with PBS-2019-29.

Carried

M. By-Laws

1. By-Law 2019-60

Being a by-law to amend By-law No. 2019-06 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2019-2022

2. By-Law 2019-61

Being a by-law to amend By-Law No. 2019-07 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022

Councillor Bill Altenholf having declared a pecuniary interest refrains from voting on by-laws 2019-60 and 2019-61.

Motion: RCM - 260/19
Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-law 2019-60 being a by-law to amend By-law 2019-06 constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2019-2022;

That By-law 2019-61 being a by-law to amend By-Law 2019-07 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022.

Be given first and second reading.

Carried

Motion: RCM - 261/19
Moved by Councillor Brian Houston
Seconded by Deputy Mayor Joe Bachetti

That By-law 2019-60 being a by-law to amend By-law 2019-06 constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2019-2022;

That By-law 2019-61 being a by-law to amend By-Law 2019-07 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022.

Be given third and final reading.

Carried

3. By-Law 2019-62

A by-law to amend By-law No. 2006-84 being a by-law to provide for the remuneration of Members of Council for the Corporation of the Town of Tecumseh

4. By-Law 2019-63

A by-law for the imposition of development charges.

Motion: RCM - 262/19
Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That By-law 2019-62 being a by-law to amend by-law 2006-84 being a by-law to provide for the remuneration of Members of Council for the Corporation of the Town of Tecumseh;

That By-law 2019-63, Option A, being a by-law for the imposition of development charges.

Be given first and second reading.

Carried

Motion: RCM - 263/19
Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-law 2019-62 being a by-law to amend by-law 2006-84 being a by-law to provide for the remuneration of Members of Council for the Corporation of the Town of Tecumseh;

That By-law 2019-63, Option A, being a by-law for the imposition of development charges.

Be given third and final reading.

Carried

N. Unfinished Business

1. August 13, 2019

The Members receive the Unfinished Business listing for Tuesday, August 13, 2019.

O. New Business

Service Line Warranties

A Member has received resident inquiries regarding the number of letters they are receiving and the pressure felt on them to participate. The letters have discrepancies in the property owner information as well as the amount of coverage provided. It is requested that Administration contact Service Line Warranties and ensure accuracy of the information provided to residents.

Tree Limb Damage

Tree failure causing damage to personal property is raised and the need for a consistent approach for inspections, maintenance and removal. The Chief Administrative Officer advised that the Town is consistent with adjudication of claims and how they are investigated. She explains the need to balance preservation of tree canopy with public safety.

Regional Hospital

A Member urges Council that area municipalities have a united front in support for the County Road 42 location of the regional hospital; and requests area MPP's to send letters of support to the Provincial government.

Ste. Antoine's School

A Member raised awareness on a constitutional challenge currently underway regarding student admissions into Ontario French language schools and the growing number of English speaking students being admitted. The decision of this case is concerning as it may affect French school enrollment numbers in the future. Administration is requested to monitor the case and outcome.

Highway 3 Expansion

Gratitude is extended to the Provincial government on the recent announcement approving the expansion of Highway 3. The Mayor will send a letter of thanks.

Corn Festival

Tecumseh's Corn Festival is next weekend at Lacasse Park. The Mayor invites the Members and public to attend and enjoy the festivities.

P. Motions

1. In-Camera Meeting

There was no In-Camera Meeting.

2. Confirmatory By-Law

a. By-Law 2019-64

Being a by-law to confirm the proceedings of the August 13, 2019 regular meeting of the Council of The Corporation of the Town of Tecumseh.

Motion: RCM - 264/19
Moved by Councillor Brian Houston
Seconded by Councillor Tania Jobin

That By-Law 2019-64 being a by-law to confirm the proceedings of the Tuesday, August 13, 2019, regular meeting of the Council of The Corporation of the Town of Tecumseh be given first, second, third and final reading.

Carried

Q. Notices of Motion

There are no notices of motion presented to Council.

R. Next Meeting

Tuesday, September 10, 2019

7:00 pm Regular Council Meeting

S. Adjournment

Motion: RCM - 265/19
Moved by Councillor Brian Houston
Seconded by Councillor Rick Tonial

That there being no further business, the Tuesday, August 13, 2019 meeting of the Regular Council now adjourn at 9:19 pm.

Carried

_____

Gary McNamara, Mayor

_____

Laura Moy, Clerk

TOWN OF Tecumseh
ONTARIO · CANADA

2020 Pre-Budget Council Consultation

Presentation to Town Council

September 10, 2019

Strategic Priorities

Smart Growth

Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.

Sustainable Infrastructure

Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.

Community Health and Wellness

Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.

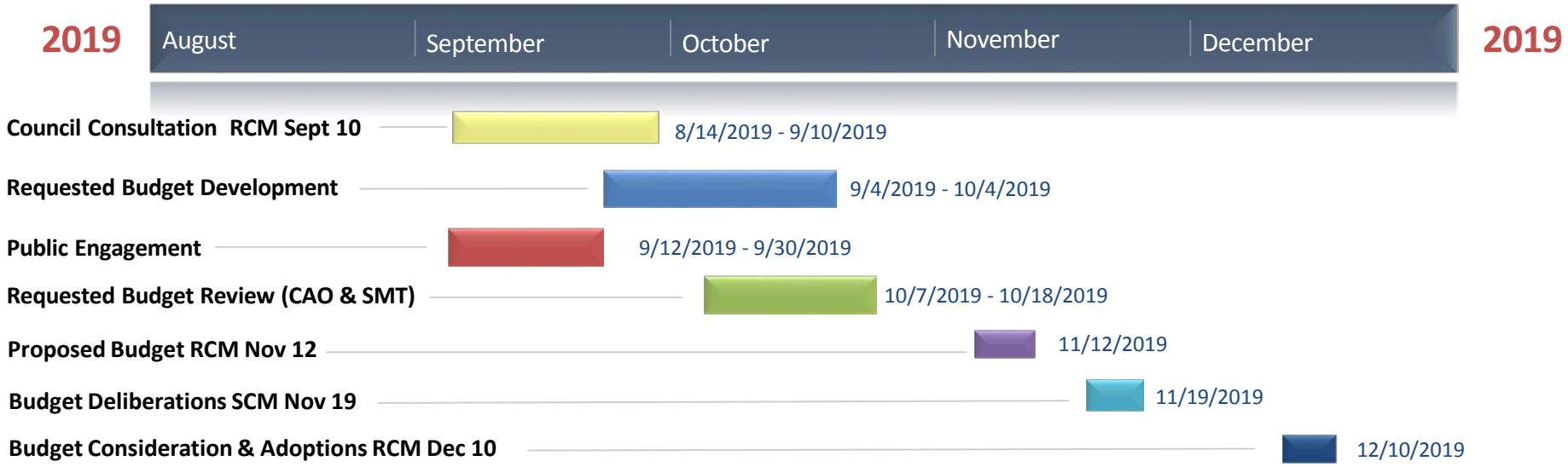
Continuous Improvement

Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.

Good Governance

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.

2020 Budget Timelines



2020 Budget Timelines approved by Council as per FS Report 2019-07

2019 Approved Budget & Forecast

	2018	**2019 Approved**	2020	2021	2022	2023
Base Department Operations (excl Pay/Ben)	-0.37%	1.19%	0.76%	0.59%	0.40%	0.40%
Service Level Enhancements	1.68%	0.55%	0.41%	0.00%	0.00%	0.00%
Payroll/Benefits	1.33%	1.19%	0.69%	0.66%	0.69%	0.67%
Police Services	0.13%	0.41%	0.43%	0.41%	0.40%	0.40%
Sub-total - Operating	**2.77%**	**3.33%**	**2.28%**	**1.67%**	**1.50%**	**1.46%**
Lifecycle	0.53%	0.45%	0.43%	0.41%	0.40%	0.40%
New Infrastructure Levy	0.46%	0.67%	0.86%	0.41%	0.40%	0.00%
Sub-total - Capital	**0.99%**	**1.12%**	**1.29%**	**0.83%**	**0.81%**	**0.40%**
Total	**3.76%**	**4.45%**	**3.57%**	**2.49%**	**2.30%**	**1.86%**
Assessment (Growth)/Loss	-1.62%	-1.75%	-0.43%	-0.21%	-0.20%	-0.20%
Total w/ Growth factor	**2.14%**	**2.70%**	**3.14%**	**2.29%**	**2.10%**	**1.66%**

Budget Pressures & Drivers

	$ Amount	Percent
2020 Preliminary Estimates:		
Operations	696,000	2.98%
Lifecycle/Capital	328,000	1.40%
Assessment Growth	(100,000)	(0.43)%
Total Preliminary Estimates & Levy Increase	**924,000**	**3.96%**
Projected 2020 Levy Increase from 2019 Budget:		
Operations	532,000	2.28%
Lifecycle/Capital	300,000	1.29%
Assessment Growth	(100,000)	(0.43)%
Total Projected Levy Increase		**3.14%**

Budget Pressures & Drivers

	$ Amount	Percent
Operating Revenues:		
Assessment Growth	(100,000)	(0.43)%
Arena rental	(10,000)	(0.04)%
User Fees General	(10,000)	(0.04)%
Supplemental Tax Revenue	20,000	0.08%
Lifecycle Reserves (one-time)	(150,000)	(0.64)%
Total Revenues	**(250,000)**	**(1.07)%**

Budget Pressures & Drivers

	$ Amount	Percent
Operating Expenditures:		
Staffing Enhancements	355,000	1.52%
Negotiated wage increases	200,000	0.86%
Garbage Collection and Disposal	33,000	0.14%
Software maintenance fees	33,000	0.14%
Professional fees (one-time LC reserve)	50,000	0.21%
Storm – high lake levels (one-time LC reserve)	100,000	0.43%
Other	75,000	0.34%
Total Operating Expenditures	**846,000**	**3.63%**

Budget Pressures & Drivers

	$ Amount	Percent
Lifecycle/Capital:		
New Infrastructure Levy (NIL)	200,000	0.86%
Lifecycle – Bridges	50,000	0.21%
Lifecycle – Parks development and equipment	20,000	0.09%
Lifecycle – Buildings	15,000	0.06%
Lifecycle – Arena	10,000	0.04%
Lifecycle – Community trails	10,000	0.04%
Lifecycle – ITS infrastructure	10,000	0.04%
Lifecycle – Fleet	8,000	0.03%
Lifecycle – Outdoor pool	5,000	0.02%
Total Lifecycle/Capital	**328,000**	**1.40%**

2020 Drivers not Quantified

	$ Amount	Percent
Community Safety and Wellbeing		
Development Charge update - CBCs		
Education & County Levies		
ERCA		
EWSWA		

Outlook Years

	2021	2022
Assessment growth	(50,000)	(150,000)
Staffing enhancements	90,000	(120,000)
Wages/Benefits (CBAs)	?	?
OPP Contract	?	?
Lottery Licencing claim	?	?
Lifecycle	100,000	100,000
OCIF Grant - $1,077,000 in 2020	?	?
New Infrastructure Levy (NIL)	200,000	200,000
Sportsplex		
CIP Infrastructure		
2019 DC Study		

Lifecycle/Capital

- Lifecycle Funding Model
  - o Asset replacement
- New Infrastructure Levy – Target $2.35 M *
  - o New capital requirements
- Allocated to Capital Reserves
- Recommendations for annual project allocations follows budget process
  - o Department 5-yr Capital Plans

* **Target of $1.75-million established in 2018 –** based on capital projects identified at that time, i.e. 2014 Development Charges, CWATS, Parks Master Plan, Fire Master Plan and Trails and Pathways – 2019 DC Background Study update and Sportsplex costing update increase the annual target allocation to $2.35-million.

Unfunded Capital

	2020	2021	2022	2023	2024
Development Charge Projects	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
Sportsplex	550,000	550,000	550,000	550,000	550,000
CIP Streetscape					12,000,000
Town Hall	1,950,000				
	4,300,000	2,350,000	2,350,000	2,350,000	14,350,000
New Infrastructure Levy	1,550,000	1,750,000	1,950,000	2,050,000	2,150,000
Unfunded Capital by Year	2,750,000	600,000	400,000	300,000	12,200,000

Unfunded Capital

Annual LC re new projects	2020	2021	2022	2023	2024
Development Charge Projects	45,000	45,000	45,000	45,000	45,000
CIP Streetscape Improvements	-	-	-	-	300,000
Sportsplex	-	-	50,000	50,000	50,000
Town Hall	15,000	-	-	-	-
Additional LC Requirement	60,000	45,000	95,000	95,000	395,000

Water & Sanitary Rates

- Water & Wastewater Rate Study (2015)
  - o Fixed Rate – to double over 10 year study period
    - ➢ Water 6% increase, Sanitary 6% increase for 2020
  - o Variable - lesser increases over study period
    - ➢ Water 1% increase, Sanitary 2% increase for 2020. Per the 2019 Budget, Council approved Administrations proposal to deviate from the Study with respect to the water variable rate. An increase of 3% to the water variable rate was approved.
- Consumption Trends
- Reserve Fund Balances
  - o Water
  - o Sanitary

Water/Sanitary Drivers

- Water specific
  - o Watermain replacement program
  - o Cathotic protection program (anode)
- Sanitary specific
  - o Inflow & Infiltration (I&I) program
    - Program funds diverted towards Lakewood P.S.
    - OCIF & CWWF grant funded program
  - o North Talbot Road Sanitary Sewer Service Area
  - o 8th Concession Road Sanitary Sewer Service Area
  - o Debt Servicing

Water & Sanitary Rates

- Comparative Rates – 2019*

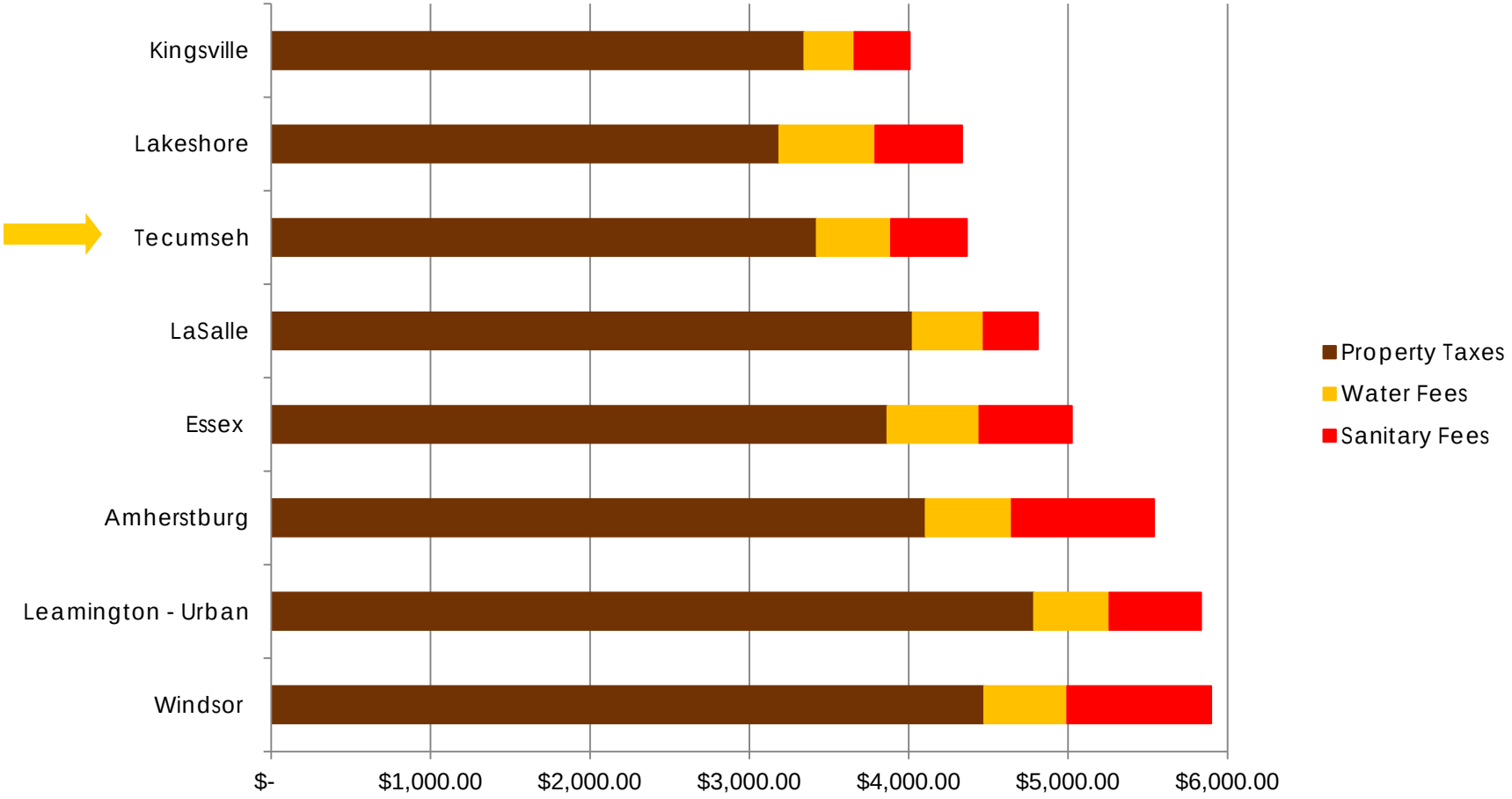
	A'burg	Windsor	Essex	Lakeshore	Leamington	Tecumseh	Lasalle	Kingsville
Water								
Fixed	$22.01	$17.48	$19.49	$20.21	$22.14	$15.04	$16.00	$6.75
Variable	$1.15	$0.62**	$1.43	$1.50	$0.87	$1.19	$1.05	$0.97
Sanitary								
Fixed	$31.63	$17.38	$20.27	$16.45	$47.91	$15.04	$7.50	$29.00
Variable	$2.14	$2.90	$1.41	$1.45	$2.30*	$1.23	$1.05	N/A
Total Cost	**$1,433**	**$1,426**	**$1,159**	**$1,148**	**$1,049**	**$942**	**$786**	**$662**

* Based on monthly consumption of 20 cubic meters of water

** Limitations on variable rate and/or additional capital charges applicable

2019 Comparative – Essex County

Combined Tax, Water and Sanitary Burden Comparison *



* - Property Taxes calculated based on home with an assessed value of $250,000.
Water and Sanitary Fees based on monthly consumption of 20 cubic meters.

Reserves

	Target	Actual	Deficiency
Tax Rate Stabilization Reserve*	$3,500,000	$4,417,000	$0
New Infrastructure Levy	?	$4,412,000	?
Post Retirement Benefits	$10,606,000	$1,729,000	$8,877,000

* Healthy Tax Rate Stabilization Reserve is 10 – 15% of annual levy (15% used in this table)

Discussion

August 13, 2019

The Honourable Jeff Yurek
Ministry of the Environment,
Conservation and Parks
5th Floor
777 Bay St.
Toronto, ON M7A 2J3
Jeff.yurek@pc.ola.org

Toby Barrett – MPP Haldimand – Norfolk
11th Floor
77 Grenville St.
Toronto, ON M5S 1B3
Toby.barret@pc.ola.org

The Honourable John Yakabuski
Ministry of Natural Resources and Forestry
Whitney Block
Suite 6630
6th Floor
99 Wellesley St. W
Toronto, ON M7A 1W3
john.yakabuski@pc.ola.org

Re: Request For Provincial Response to address Gas Well Issues

Norfolk County Council, at their meeting of July 9 2019, approved Resolution No. 4 which reads as follows:

Res. No. 4

THAT THAT Staff Report HSS 19-31, Leaking Gas Wells - Ministry of Natural Resources Funding Update, be received as information;

AND THAT Council approve the proposed plan and direct staff to obtain required approvals and licensing from the required Ministries;

AND THAT Council exempt staff from the quotation and tendering procedures for goods and services outlined in Norfolk County Policy ECS-02 in accordance with single source and emergency purchase provisions, as required, for the work described in this report for remediation at the site located at 1925 Forestry Farm Road, Langton and further research for the broader hydrogeological challenges in the area;

AND THAT Council authorizes the General Manager, Health and Social Services and/or the General Manager, Public Works to enter into the necessary contracts with the appropriate suppliers, contractors and sub-contractors to complete the work;

AND THAT Council authorizes staff to amend the 2019 Capital Plan for the 1925 Forestry Farm Road, Langton project once external funding has been secured at which time the project can proceed.

AND THAT the Mayor and Council provide a letter to the Honourable John Yakabuski, MNRF, Mike Harris, Parliamentary Assistant to the MNRF and Toby Barret, Haldimand Norfolk MPP, demanding immediate funding for municipal extraneous costs to implement the permanent solution for the leaking gas well at 1925 Forestry Farm Road, Langton and the broader hydrogeological research;

AND THAT the Mayor and Council provide a letter to the Honourable Jeff Yurek, MECP, Andrea Khanjin, Parliamentary Assistant to the MECP and Toby Barrett, Haldimand Norfolk MPP requesting engagement with Norfolk County, other Ministries and the experts to advance the knowledge of the leaking gas wells and its impacts and to demand funding for municipal extraneous costs of the air quality monitoring affecting the health and wellbeing of the residents and the remediation of the environmental impacts;

AND THAT Council be made aware of any future requests to the County for additional seismic exploration in Norfolk County prior to permission being granted;

AND FURTHER THAT copies of this resolution be sent to Ministry of the Environment, Ministry of Health, Ontario Geological Survey and all Ontario Municipalities.

The staff report may be viewed online on the County's Website, (Item 5 b) i), July 9, 2019).

Yours Truly,

Andrew Grozelle
County Clerk

cc. The Honourable Christine Elliott, Minister of Health and Long-Term Care
christine.elliott@pc.ola.org
Renée-Luce Simard, Acting Director, Ontario Geological Survey
renee-luce.simard@ontario.ca

Bradford West Gwillimbury
A Growing Tradition

Town of Bradford West Gwillimbury
100 Dissette St., Units 7&8
P.O. Box 100, Bradford, Ontario, L3Z 2A7
Telephone: 905-775-5366
Fax: 905-775-0153
www.townofbwg.com

August 14, 2019 VIA EMAIL

Royal Canadian Legion
Orville Hand Branch 521
115 Back Street
Bradford, Ontario
L3Z 1W8

Dear Lt. Col. Ferguson Mobbs and members of the Royal Canadian Legion,

At its meeting of August 6, 2019, the Council of The Corporation of The Town of Bradford West Gwillimbury passed the following motion with respect to the Never Forgotten National Memorial.

Resolution 2019-275 Leduc/Contois

WHEREAS the residents of Bradford West Gwillimbury have a proud tradition of honouring those who made the supreme sacrifice on behalf of Canada in armed conflicts across the world;

AND WHEREAS the Never Forgotten National Memorial Foundation has been established to develop commemorative programming, exhibits and monuments at a site on Cape Breton Island as a place of remembrance and thanks for those brave individuals who lost their lives so far from home;

AND WHEREAS the Orville Hand Branch 521 of the Royal Canadian Legion has endorsed the Never Forgotten National Monument Program;

AND WHEREAS the Foundation is seeking the support of businesses, agencies, government organizations, and individuals across Canada to bring life to this important national memorial;

NOW THEREFORE BE IT RESOLVED that the Council of The Corporation of the Town of Bradford West Gwillimbury supports efforts to develop the Never Forgotten National Memorial and so advises Mr. Scot Davidson – Member of Parliament, the Honorable Caroline Mulroney – Member of Provincial Parliament, the Federation of Canadian Municipalities and all municipalities in Ontario.

CARRIED.

Sincerely,

Alana Schrieder
Administrative Assistant

c: Scot Davidson, MP
Hon. Caroline Mulroney, MPP, York-Simcoe
Federation of Canadian Municipalities, and all municipalities of Ontario

TOWN OF TECUMSEH

NOTICE OF INTENTION TO REMOVE

HOLDING "H" ZONE SYMBOL

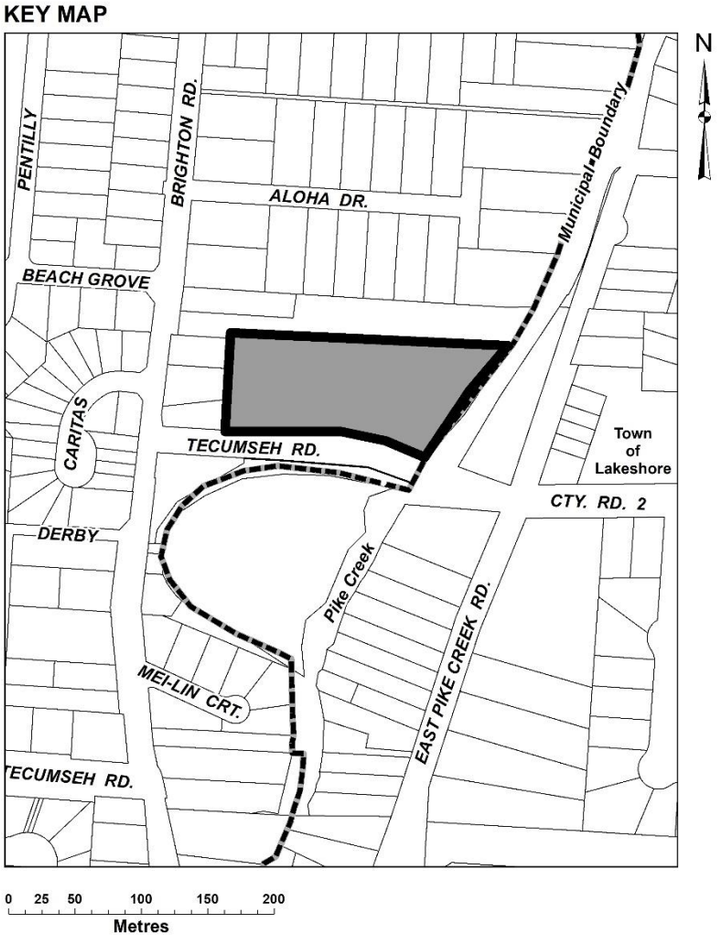
(Affecting a 1.3 hectare property located on the north side of Tecumseh Road,
14400 Tecumseh Road - Harbour Club Condo - Petretta Construction)

TAKE NOTICE that the Council of the Corporation of the Town of Tecumseh intends to pass a by-law under Section 36 of the *Planning Act, R.S.O. 1990* on **Tuesday, September 10th, 2019, at its Regular Council Meeting, scheduled to begin at 7:00 p.m**. in the Town Municipal Office Council Chambers at 917 Lesperance Road, to remove the Holding Zone (H) symbol on a 1.3 hectare property located on the north side of Tecumseh Road (14400 Tecumseh Road), approximately 45 metres east of its intersection with Brighton Road (see Key Map below for location).

The subject property is currently zoned "Holding- Residential Type Three Zone (R3-13)" in the St. Clair Beach Zoning By-law 2065. The removal of the Holding Zone (H) symbol will allow for the development of the property with a five-storey, 64-unit condominium dwelling, along with associated below-grade and at-grade parking areas, boat slips and outdoor landscaped areas, in accordance with the R3-13 zone and an executed site plan control agreement.

ANY PERSON interested in this matter and wishing to make representation either in support of or in opposition to the intended amending by-law should contact the undersigned before the Tuesday, September 10, 2019 meeting date.

KEY MAP



DATED AT THE TOWN OF TECUMSEH THIS 22ND DAY OF AUGUST, 2019.

LAURA MOY, CLERK
TOWN OF TECUMSEH
917 LESPERANCE ROAD
TECUMSEH, ONTARIO
N8N 1W9

Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0 **Phone: (705) 389-2842**
Fax: (705) 389-1244

July 16, 2019

Hon. Doug Ford, Premier
Legislative Building Rm 281, Queen's Park
Toronto, Ontario
M7A 1A1

Dear Premier Ford,

Re: MUNICIPAL AMALGAMATION

Please be advised that at its regular meeting held, Monday July 15, 2019 the Council of the Township of McKellar passed the following resolution:

19-355 **WHEREAS** there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;

AND WHEREAS in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

AND WHEREAS there has never been a valid evidence-based study that supported these outcomes;

AND WHEREAS forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

AND WHEREAS there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;

AND WHEREAS the Provincial Government has a large deficit due to their own decision-making;

AND WHEREAS recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";

AND WHEREAS this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting "consultation" and "demand" that the Provincial Government do the following:

1) Hold a local referendum letting the citizens decide to amalgamate or not
2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
4) To ensure that there is absolutely no conflict of interest in this consultative process
5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried

Sincerely,

Tammy Wylie, AMCT
Clerk Administrator

Cc:
Deputy Premier of Ontario;
Minister of Municipal Affairs and Housing;
Leader of the New Democratic Party;
All Ontario MPP's;
Association of Municipalities of Ontario (AMO);
Northwestern Ontario Municipal Association (NOMA);
Rural Ontario Municipalities Association (ROMA);
Federation of Northern Ontario Municipalities (FONOM);
District of Parry Sound Municipal Association (DPSMA);
all Ontario municipalities

O:\Council mtg letters\July 15 2019/Municipal Amalgamation

THE CORPORATION OF THE TOWNSHIP OF LAKE OF BAYS
Council Meeting

DATE: 20 Aug 2019

RESOLUTION: #~~7(b)~~/08/20/19

MOVED BY: Jacqueline Godard

SECONDED BY: Rick Brooks

BE IT RESOLVED THAT THE Council of the Corporation of the Township of Lake of Bays supports the Township of McKellar's Resolution No. 19-355 dated July 15, 2019 (attached) with respect to Municipal Amalgamation;

AND FURTHER THAT a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPP's in the Province of Ontario;

AND FURTHER THAT a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario Municipalities.

RECORDED VOTE	**NAYS**	**YEAS**
Councillor Mike Peppard	____	____
Councillor Robert Lacroix	____	____
Councillor Nancy Tapley	____	____
Councillor Rick Brooks	____	____
Councillor Jacqueline Godard	____	____
Mayor Terry Glover	____	____

Carried	✓	**Defeated**		**Postponed**		**Lost**	

MAYOR _____

TOWNSHIP OF MCKELLAR

DATE: July 15, 2019 **RESOLUTION No. 19- 355**

Moved by:		**Seconded by:**	
	Marco Ancinelli ☐		Marco Ancinelli ☐
	Don Carmichael ☐		Don Carmichael ☐
	Morley Haskim ☑		Morley Haskim ☐
	Mike Kekkonen ☐		Mike Kekkonen ☑

WHEREAS there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;

AND WHEREAS in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

AND WHEREAS there has never been a valid evidence-based study that supported these outcomes;

AND WHEREAS forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

AND WHEREAS there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;

AND WHEREAS the Provincial Government has a large deficit due to their own decision-making;

AND WHEREAS recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";

AND WHEREAS this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

victoriously increase fines

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting "consultation" and "demand" that the Provincial Government do the following:

1) Hold a local referendum letting the citizens decide to amalgamate or not
2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
4) To ensure that there is absolutely no conflict of interest in this consultative process
5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried ✓ Defeated _____ Deferred _____

Peter Hopkins, Mayor

DIVISION VOTE

	YEA	NAY
Councillor Marco Ancinelli		
Councillor Don Carmichael		
Councillor Morley Haskim		
Councillor Mike Kekkonen		
Mayor Peter Hopkins		

Mayor Vic A. Bodnar
Mayor

Suzanne Huschilt
Municipal Clerk

The Municipality of Hastings Highlands
P.O. Box 130, 33011 Hwy 62, Maynooth, ON K0L 2S0
613 338-2811 Phone
1-877-338-2818 Toll Free

August 17, 2019

Hon. Doug Ford, Premier
Legislative Building Rm 281, Queen's Park
Toronto, Ontario
M7A 1A1
premier@ontario.ca

Dear Premier Ford,

Re: MUNICIPAL AMALGAMATION

Please be advised that at its Regular Meeting of Council held on August 14, 2019 the Council of the Municipality of Hastings Highlands supported the Township of McKellar and passed the following resolution:

Resolution 533-19

WHEREAS there are 444 municipalities in Ontario that are very efficient and well governed, and who respond quickly to ratepayer's needs;

AND WHEREAS in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

AND WHEREAS there has never been a valid evidence-based study that supported these outcomes;

AND WHEREAS forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

AND WHEREAS there are many positive examples of small rural and northern municipalities working together in a

collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;
AND WHEREAS the Provincial Government has a large deficit due to their own decision-making;

AND WHEREAS recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";

AND WHEREAS this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO Organization go beyond requesting "consultation" and "demand" that the Provincial Government do the following:

Hold a local referendum letting the citizens decide to amalgamate or not
Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
To ensure that there is absolutely no conflict of interest in this consultative process
To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and Daryl Kramp, MPP.

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), Rural Ontario Municipalities Association (ROMA), the Township of McKellar and all municipalities in Ontario.

CARRIED

Sincerely,

Suzanne Huschilt

Suzanne Huschilt
Municipal Clerk

2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

SENT VIA EMAIL (premier@ontario.ca)

August 21, 2019

The Honourable Doug Ford, Premier
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

RE: MUNICIPAL AMALGAMATION

At its Regular Meeting held on August 12, 2019 Council of the Town of Kingsville considered correspondence from the Township of McKellar expressing concerns with respect to the potential for forced municipal amalgamation (copy of said correspondence enclosed herewith). In support, Kingsville Council enacted the following Resolution:

"**423-2019**
Moved By Councillor Kimberly DeYong
Seconded By Councillor Thomas Neufeld

That Council supports Township of McKellar Resolution #19-355, passed July 15, 2019 RE: Potential for forced Municipal Amalgamation, with circulation to the Premier of Ontario, the Deputy Premier of Ontario, Minister of Municipal Affairs and Housing, AMO, local MPP, and local municipalities."

Please consider this letter as confirmation of the Town of Kingsville's support of the Township of McKellar resolution #19-355.

Yours very truly,

Sandra Kitchen

Sandra Kitchen
Deputy Clerk/Council Services
Corporate Services Department

Enclosure

cc: The Hon. Christine Elliott, Deputy Premier of Ontario — christine.elliott@pc.ola.org
The Hon. Steve Clark, Minister of Municipal Affairs & Housing — steve.clark@pc.ola.org
Taras Natyshak, MPP — tnatyshak-qp@ndp.on.ca
Association of Municipalities of Ontario (AMO) — amopresident@amo.on.ca
Township of McKellar — clerk@township.mckellar.on.ca
Town of Amherstburg
Town of Essex
Town of LaSalle
Municipality of Leamington
Town of Lakeshore
Town of Tecumseh

Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0 **Phone: (705) 389-2842**
Fax: (705) 389-1244

July 16, 2019

Hon. Doug Ford, Premier
Legislative Building Rm 281, Queen's Park
Toronto, Ontario
M7A 1A1

Dear Premier Ford,

Re: MUNICIPAL AMALGAMATION

Please be advised that at its regular meeting held, Monday July 15, 2019 the Council of the Township of McKellar passed the following resolution:

19-355 **WHEREAS** there are 444 municipalities in Ontario that are very efficient and well-governed, and who respond quickly to ratepayer's needs;

AND WHEREAS in the 1990's the Conservative Government forced many municipalities to amalgamate on the guise they would become more efficient, effective, save money, lower taxes and ultimately reduce the provincial deficit;

AND WHEREAS there has never been a valid evidence-based study that supported these outcomes;

AND WHEREAS forced amalgamation actually accomplished just the opposite: ill feelings, increased animosity and mistrust, job losses, rise in local taxes and an increase in the provincial deficit;

AND WHEREAS there are many positive examples of small rural and northern municipalities working together in a collaborate and cooperative manner via shared agreements that responds to local needs without amalgamation and provincial interference;

AND WHEREAS the Provincial Government has a large deficit due to their own decision-making;

AND WHEREAS recently the same Conservative Government recently reduced one large regional municipal government by 50%, without "consultation";

AND WHEREAS this same Conservative Government is presently reviewing other provincial regional governments through a purported "consultative" approach with a view to reduce or eliminate them;

AND WHEREAS the Provincial Government should investigate all other internal ways of reducing their deficit and becoming more fiscally responsible over time rather than downloading to the one level of government that is the most efficient, has the lowest cost and is closest to the electorate which will not put a dent in the provincial deficit;

AND WHEREAS the Province could look at what other provinces have done to reduce the debt with one singular education system, organizing unorganized municipalities, controlling OPP costs, substantially increase fines, and find a way to collect millions and millions of dollars in unpaid fines and instead, invest in the north to create jobs and stimulate and enhance economic development;

NOW THEREFORE BE IT RESOLVED that before the Provincial Government forces amalgamation in any of the 444 municipalities in Ontario, our AMO organization go beyond requesting "consultation" and "demand" that the Provincial Government do the following:

1) Hold a local referendum letting the citizens decide to amalgamate or not
2) Conduct an evidence-based study to show that amalgamation actually saves costs, jobs, lowers taxes and reduce the provincial deficit
3) Allow those municipalities to work out their own local collaborative agreement that best suit their local needs and to be permitted to do so on their own time line and volition
4) To ensure that there is absolutely no conflict of interest in this consultative process
5) To emphasize the political reality of forcing amalgamation on the many rural and northern municipalities across Ontario

AND FURTHER that a copy of this resolution be sent to Doug Ford, Premier of Ontario; Christine Elliott, Deputy Premier; Steve Clark, Minister of Municipal Affairs; Andrea Horwath, Leader of the New Democratic Party; and all MPPs in the Province of Ontario;

AND FURTHER that a copy of this resolution be sent to the Association of Municipalities of Ontario (AMO), the Northwestern Ontario Municipal Association (NOMA), Rural Ontario Municipalities Association (ROMA), Federation of Northern Ontario Municipalities (FONOM), the District of Parry Sound Municipal Association (DPSMA) and all Ontario municipalities for their consideration.

Carried

Sincerely,

Tammy Wylie, AMCT
Clerk Administrator

Cc:
Deputy Premier of Ontario;
Minister of Municipal Affairs and Housing;
Leader of the New Democratic Party;
All Ontario MPP's;
Association of Municipalities of Ontario (AMO);
Northwestern Ontario Municipal Association (NOMA);
Rural Ontario Municipalities Association (ROMA);
Federation of Northern Ontario Municipalities (FONOM);
District of Parry Sound Municipal Association (DPSMA);
all Ontario municipalities

O:\Council mtg letters\July 15 2019/Municipal Amalgamation

ONTARIO ENERGY BOARD NOTICE

Enbridge Gas Inc. has applied to dispose of certain account balances and for approval of the amount of its earnings that it must share with customers.

Learn more. Have your say.

Enbridge Gas Inc. has applied to the Ontario Energy Board for approval to dispose of amounts recorded in certain deferral and variance accounts and for approval of the amount of its 2018 earnings that it is required to share with customers.

If the application is approved as filed, a typical residential customer in the EGD Rate Zone (former Enbridge Gas Distribution Inc. customers) would receive a one-time credit of $11.70 in January 2020. A typical residential customer in each of the Union Rate Zones (former Union Gas Limited customers) would see the following impacts:

- **Union South Rate Zone: a total charge of $0.96 collected over six months, from January to June 2020**
- **Union North West Rate Zone: a total credit of $57.21 received over six months, from January to June 2020**
- **Union North East Rate Zone: a total credit of $21.83 received over six months, from January – June 2020**

Other customers, including businesses, may also be affected.

THE ONTARIO ENERGY BOARD IS HOLDING A PUBLIC HEARING

The Ontario Energy Board (OEB) will hold a public hearing to consider the application filed by Enbridge Gas. We will question Enbridge Gas on the case. We will also hear questions and arguments from individual customers and from groups that represent the customers of Enbridge Gas. At the end of this hearing, the OEB will decide whether the amounts and the charges or credits requested in the application will be approved.

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

BE INFORMED AND HAVE YOUR SAY

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

- You can review the application filed by Enbridge Gas on the OEB's website now.
- You can file a letter with your comments, which will be considered during the hearing.
- You can become an active participant (called an intervenor). Apply by **August 26, 2019** or the hearing will go ahead without you and you will not receive any further notice of the proceeding.
- At the end of the process, you can review the OEB's decision and its reasons on our website.

The OEB intends to consider cost awards in this proceeding that are in accordance with the *Practice Direction on Cost Awards* and only in relation to the following issues:

1) The proposed balances for recovery / refund recorded in the following deferral and variance accounts:

EGD Rate Zone

- Deferred Rebate Account
- Electric Program Earnings Sharing Deferral Account
- Average Use True-Up Variance Account
- Earnings Sharing Mechanism Deferral Account
- Dawn Access Costs Deferral Account
- Transactional Services Deferral Account
- Storage and Transportation Deferral Account
- Unaccounted for Gas Variance Account
- Customer Care CIS Rate Smoothing Deferral Account
- Pension and OPEB Forecast Accrual Versus Actual Cash Payment Differential Variance Account
- Manufactured Gas Plant Deferral Account

Union Rate Zones

- Unabsorbed Demand Costs Variance Account
- Upstream Transportation Optimization Deferral Account
- Short-Term Storage and Other Balancing Services Deferral Account
- Conservation Demand Management Deferral Account
- Normalized Average Consumption Deferral Account
- Tax Variance Deferral Account
- Unaccounted for Gas Volume Variance Account
- Parkway West Project Costs Deferral Account
- Brantford-Kirkwall / Parkway D Project Costs Deferral Account
- Parkway Obligation Rate Variance Deferral Account
- Unaccounted for Gas Price Variance Account

- Lobo C Compressor / Hamilton-Milton Pipeline Project Costs Deferral Account
- Lobo D / Bright C / Dawn H Compressor Project Costs Deferral Account
- Burlington-Oakville Project Costs Deferral Account
- Base Service North T-Service TransCanada Capacity Deferral Account
- Panhandle Reinforcement Project Costs Deferral Account
- Pension and Other Post-Employment Benefits Variance Account

2) The proposed 2018 utility results and earnings sharing amounts.

3) The proposed method for allocating and disposing of the deferral account balances and 2018 earnings sharing amount, if any.

LEARN MORE
Our file number for this case is **EB-2019-0105**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please enter the file number **EB-2019-0105** on the OEB website: **www.oeb.ca/participate**. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

ORAL VS. WRITTEN HEARINGS
There are two types of OEB hearings – oral and written. The OEB will determine at a later date whether to proceed by way of a written or oral hearing. If you think an oral hearing is needed, you can write to the OEB to explain why by **August 26, 2019**.

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

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

Ontario
Ontario Energy Board | Commission de l'énergie de l'Ontario

RECEIVED
AUG 23 2019
Town of Tecumseh

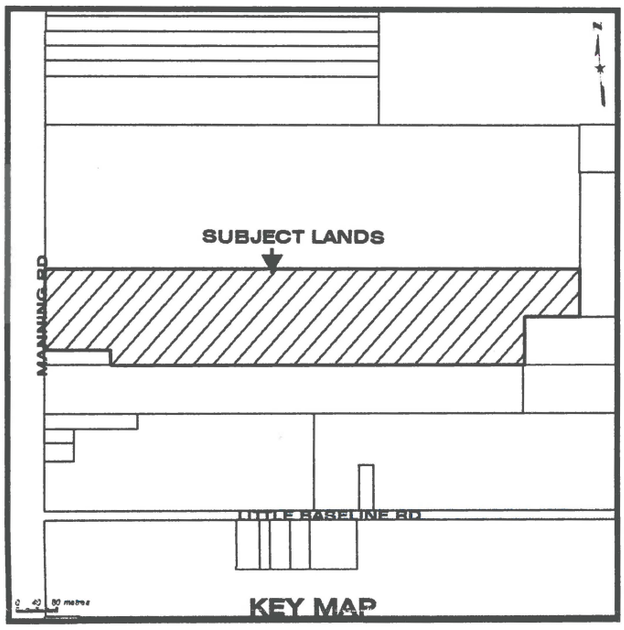
FORM 1
THE PLANNING ACT, R.S.O. 1990
NOTICE OF THE PASSING OF A ZONING BY-LAW AMENDMENT BY THE CORPORATION OF THE TOWN OF LAKESHORE

TAKE NOTICE that the Council of the Corporation of the Town of Lakeshore has passed By-law 88-2019 on the 13th day of August, 2019, under Section 34 of the Planning Act, R.S.O. 1990.

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submissions to the Council of The Corporation of the Town of Lakeshore before the proposed Zoning By-law Amendment is adopted, the person or public body is not entitled to appeal the decision of the Council of The Corporation of the Town of Lakeshore to the Local Planning Appeal Tribunal. **IF A PERSON OR PUBLIC BODY** does not make oral submissions at a public meeting or make written submissions to the Council of The Corporation of the Town of Lakeshore before the Zoning By-law Amendment is adopted, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to add the person or public body as a party. An appeal to the Local Planning Appeal Tribunal in respect of the By-law may be completed by filing with the Clerk of the Town of Lakeshore not later than the **3rd of September, 2019**, a notice of appeal setting out the objection to the By-law and the reasons in support of the objection accompanied by the required fee of $300.00 made payable to the Minister of Finance.

An explanation of the purpose of the by-law, describing the lands to which the by-law applies, and a key map showing the location of the lands to which the by-law applies, are detailed below. The complete By-law and any associated information is available for inspection in my office during regular office hours.

DATED at the Town of Lakeshore this 15th day of August, 2019.



Information or questions may be directed to:

Maureen Emery Lesperance, CPT
Senior Planning Technician
Town of Lakeshore
419 Notre Dame Street
Belle River ON N0R 1A0

PHONE: 519-728-1975 x 286
FAX: 519-728-4577
EMAIL:
mlesperance@lakeshore.ca

EXPLANATORY NOTE

By-law 88-2019 affects the subject land, described as the "Subject Lands" in the Key Map, above. The parcel is located at 1894 Manning Road (County Road 19) (Concession WPC, Part Lots 5 & 6, Pt Part 1, Plan 12R4864), in the former Community of Maidstone, now within the Town of Lakeshore. In effect, By-law 88-2019 amends the site specific "UR-3, Urban Reserve" zone which shall permit a maximum of (4) four accessory structures in which (1) one accessory structure shall have a maximum height of 8.6 metres and (1) one accessory structure shall have a maximum height of 7 metres.

2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

SENT VIA EMAIL (premier@ontario.ca)

August 23, 2019

The Honourable Doug Ford, Premier
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford:

RE: Town of Kingsville support of Town of Halton Hills' Resolution regarding Reducing Litter and Waste in our Communities

At its Regular Meeting held on August 12, 2019 Council of the Town of Kingsville considered Town of Halton Hills' Resolution 2019-0141 passed July 8, 2019. In support, Kingsville Council passed the following Resolution:

> "**424-2019**
> **Moved By** Councillor Kimberly DeYong
> **Seconded By** Councillor Laura Lucier
>
> That Council supports Town of Halton Hills--Resolution RE: Reducing Litter and Waste in our Communities, and circulate to the Premier of Ontario, the Minister of Environment, Conservation and Parks; the Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario, the County of Essex, the local MPP, and local municipalities."

Please consider this letter as confirmation of Kingsville's support of the Halton Hills' Resolution 2019-0141 calling upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers and further, that the Province review current producer requirements and look for extended producer responsibility for all packing.

A copy of The Corporation of the Town of Halton Hills' Resolution is enclosed for reference.

Yours very truly,

Sandra Kitchen

Sandra Kitchen, Deputy Clerk/Council Services

Enclosure

cc: The Hon. Jeff Yurek, Minister of the Environment, Conservation and Parks jeff.yurek@pc.ola.org
The Hon. Steve Clark, Minister of Municipal Affairs & Housing steve.clark@pc.ola.org
Taras Natyshak, MPP tnatyshak-qp@ndp.on.ca
Association of Municipalities of Ontario (AMO) amopresident@amo.on.ca
Town of Halton Hills reneeb@haltonhills.ca
County of Essex
Town of Amherstburg
Town of Essex
Town of Lakeshore
Town of LaSalle
Municipality of Leamington
Town of Tecumseh

TOWN OF
HALTON HILLS
Working Together Working for You!

THE CORPORATION
OF
THE TOWN OF HALTON HILLS

2019-0141

Moved by: _____ Date: July 8, 2019
Councillor Clark Somerville

Seconded by: _____ Resolution No.: _____

WHEREAS the Province of Ontario, through the Ministry of the Environment, Conservation and Parks, has posted a discussion paper entitled "Reducing Litter and Waste in our Communities";

AN WHEREAS producer responsibility has not been adequately addressed by the Province of Ontario;

AND WHEREAS a successful deposit/return program for single use plastic, aluminum and metal drink containers has been in existence in other Provinces in Canada including Newfoundland, Nova Scotia and British Columbia;

AND WHEREAS these successful program have eliminated many of these containers from the natural environment;

THERFORE BE IT RESOLVED that the Council of the Town of Halton Hills call upon the Province of Ontario, through the discussion paper entitled "Reducing Litter and Waste in our Communities", to review and implement a deposit/return program for all single use plastic, aluminum and metal drink containers;

AND FURTHER THAT that the Province of Ontario review current producer requirements and look for extended producer responsibility for all packaging;

AND FURTHER THAT a copy of this motion be sent to the Premier of Ontario; the Minister of the Environment, Conservation and Parks; the Minister of Municipal Affairs; the Association of Municipalities of Ontario; the Region of Halton; and all municipalities in the Province of Ontario.

_____
Mayor Rick Bonnette

Post 6

Mayor Gary McNamara

August 27, 2019

The Hon. Christine Elliott
Minister of Health & Long-Term Care
Queen's Park, Room 263
Legislative Building, Queen's Park
Toronto, ON M7A 1A8

Dear Minister Elliott,

In 2012 a task force was created to examine the need for a new regional acute care hospital to replace the two aging hospitals in Windsor. After extensive community consultation, and much investigation, it became increasingly apparent that the need to improve the hospital system now and for future generations in Essex County was overwhelming.

Since that time, residents living in Windsor/Essex (Amherstburg, Essex, Kingsville, Lakeshore, LaSalle, Leamington, Pelee Island and Windsor) have been working – together – on a new healthcare plan. This plan - the Windsor-Essex Hospitals System – is a local and shared plan committed to the future of healthcare in the region, the central part of which involves construction of a new $2b single-site acute care hospital on the chosen site at County Road 42 and Concession 9. However, after more than 70 public meetings to consult residents and gather feedback, there remains a small group of residents who have filed an appeal through the LPAT of the rezoning decision of Windsor City Council.

This new hospital must be accessible to a growing population in Essex County which now stands at half the population of Windsor/Essex. This new hospital must also be accessible to patients coming from outside the region who will access regional programs at the site. Living and working in this region, it may be a family member, a friend, or even me who one day desperately requires the care that this region's new "Mega Hospital" will provide.

. . . . . /2

I believe that the chosen location of this new hospital will provide regional and fair access to all and we can't ignore the voice of the thousands of people who support this location. Windsor/ Essex residents deserve one system and one focus to pull our communities together to benefit our future. The safety and well-being of all our residents is paramount, and they deserve no less.

Regards,

Gary McNamara
Mayor, Town of Tecumseh

cc: The Hon. Doug Ford, Premier, Province of Ontario
The Hon. Steve Clark, Minister of Municipal Affairs & Housing
Lisa Gretzky, MPP Windsor West
Percy Hatfield, MPP, Windsor-Tecumseh
Taras Natyshak, MPP, Essex

The Corporation of the Town of Tecumseh
Office of the Mayor

Mayor Gary McNamara

August 21, 2019

The Hon. Caroline Mulroney
Ministry of Transportation
5th Floor, 777 Bay St.
Toronto, ON M7A 1Z8

Dear Minister Mulroney,

It was a pleasure to see you in Leamington on August 12th for the Provincial Government's much anticipated and desperately-needed announcement about the widening of Hwy. 3 between Essex and Leamington. For many years municipalities in the County of Essex have voiced how essential these improvements are and we are looking forward to seeing the work begin.

We are confident that Province's decision to widen Hwy. 3 from two to four lanes will not only help reduce the rising volume of crashes along that stretch of roadway, but the severity of them as well. With 60% of Essex-Windsor EMS calls on Hwy. 3 being classified as critical in nature, we believe these crashes could be reduced by as much as 42% as a result of the impending expansion.

As well, with 75% of agri-business production exported via Hwy. 3, the importance of the highway will continue to grow in direct response to our area's booming agricultural sector and population growth.

Thank you for the Government's commitment to making this project a priority for our region. We look forward to when the first shovel hits the ground!

Sincerely,

Gary McNamara
Mayor

Ministry of Municipal Affairs and Housing

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000

Ministère des Affaires municipales et du Logement

Bureau du ministre

777, rue Bay, 17e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000

Ontario

19-4093

Dear Head of Council:

Our government believes everyone deserves a place to call home. Inadequate supply and high housing costs have made housing unattainable for too many people in Ontario. We want to put affordable home ownership in reach of more Ontario families, and provide more people with the opportunity to live closer to where they work.

That is why I am pleased to provide you with an update on the *More Homes, More Choice Act, 2019*, which was passed by the Legislature on June 6, 2019.

In Effect Date

Schedule 12 of the *More Homes, More Choice Act, 2019* makes changes to the *Planning Act*. All changes, except for those related to community benefits charges, came into force on September 3, 2019, as specified by proclamation. This includes changes to:

- Broaden the Local Planning Appeal Tribunal's jurisdiction over major land use planning matters (i.e., official plans and zoning by-laws) and give the Tribunal the authority to make a final decision on appeals of these matters based on the best planning outcome;
- Reduce timelines for municipalities to make planning decisions;
- Remove certain "third party" appeals;
- Authorize the Minister of Municipal Affairs and Housing to mandate the use of a community planning permit system in or around specific locations to promote intensification around transit;
- Require municipalities to authorize in their official plans and zoning by-laws additional residential units in both a primary dwelling and ancillary building or structure; and
- Promote the development of affordable housing near transit by focusing the use of inclusionary zoning.

Regulations

To help implement the *Planning Act* changes, amendments to existing regulations under the Act also came into force at the same time as the related legislative provisions. These regulations were filed on August 29, 2019 and include changes to:

- Set out transition rules for planning matters that are in process;
- Remove or update certain redundant or out-dated provisions and references;
- Remove the ability to appeal (except by the province) the implementing by-law when a municipality is required to establish a community planning permit system through a Minister's order; and

- Clarify that the new community benefits charge by-law will not apply in areas within a municipality where a community planning permit system is in effect.

A new regulation for additional residential units (ARUs) was also filed on August 29, 2019 and helps remove certain zoning barriers to the creation of additional residential units by establishing the following requirements and standards:

- One parking space for each ARU, which may be provided through tandem parking as defined;
- Where a municipal zoning by-law requires no parking spaces for the primary residential unit, no parking space would be required for the ARUs;
- Where a municipal zoning by-law is passed that sets a parking standard lower than a standard of one parking space for each ARU, the municipal zoning by-law parking standard would prevail;
- An ARU, where permitted in a zoning by-law, may be occupied by any person regardless of whether the primary residential unit is occupied by the owner of the property; and
- An ARU, where permitted in a zoning by-law, would be permitted without regard to the date of construction of the primary or ancillary building.

Our proposal for the new and amended regulations was posted on the Environmental Registry of Ontario. All comments received were carefully considered.

You can view copies of the new and amending *Planning Act* regulations on Ontario's e-Laws:

- New Ontario Regulation 299/19 – "Additional Residential Units"
- Ontario Regulation 296/19 – amending Ontario Regulation 174/16 "Transitional Matters - General"
- Ontario Regulation 297/19 – amending Ontario Regulation 543/06 "Official Plans and Plan Amendments"
- Ontario Regulation 298/19 – amending Ontario Regulation 544/06 "Plans of Subdivision"
- Ontario Regulation 301/19 – amending Ontario Regulation 173/16 "Community Planning Permits"
- Ontario Regulation 300/19 – amending Ontario Regulation 232/18 "Inclusionary Zoning"

If you have any questions about the changes to the *Planning Act* and related regulations, please email PlanningConsultation@ontario.ca.

Sincerely,

Steve Clark
Minister

c: Chief Administrative Officer

Essex Region Conservation Authority
Notice of Study Update
Upper Little River Watershed Master Drainage and Stormwater Management Plan

Master Plan

The Essex Region Conservation Authority in conjunction with the City of Windsor and the Town of Tecumseh is completing a Master Drainage and Stormwater Management Plan for the Upper Little River Watershed (Master Plan). The intent of the Master Plan is to determine general stormwater management infrastructure requirements within the Upper Little River Watershed area to service existing and future development.

Master Plan Process and Approach

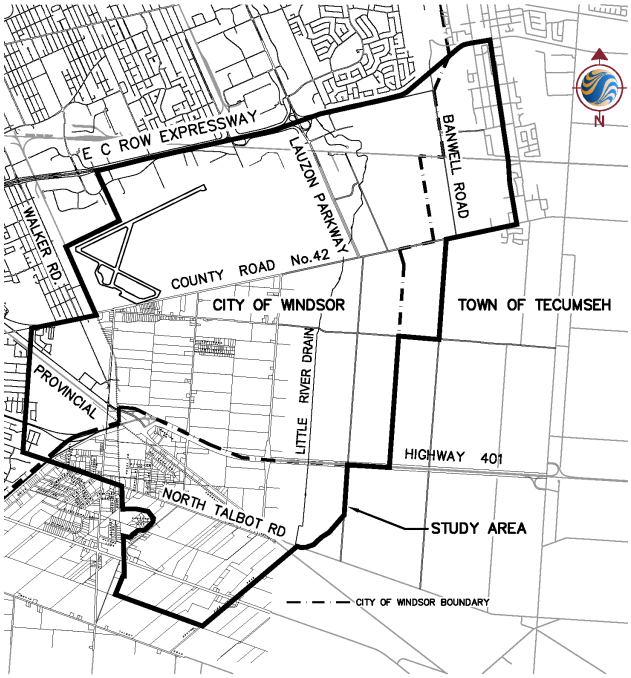
As described in the Municipal Class Environmental Assessment (Class EA) document (Municipal Engineers Association, 2000, as amended), there are four approaches that may be followed to complete a Master Plan process. The Master Plan was originally undertaken following Approach #2 with a Notice of Study Completion filed in October 2017. However, due to the overall duration of the project and changes to the Class EA requirements over that time, the Master Plan was not finalized after the 30-day public review period. The Master Plan will now be completed following Approach #1, which is a broader level of assessment. This change in approach results in the requirement for additional detailed investigations at the project-specific level in order to fulfill Class EA requirements for specific Schedule B and Schedule C projects, which will be listed within this Master Plan. No changes have been made to alternatives considered or general Master Plan recommendations.

Next Steps

The project team is currently completing revisions to the Master Plan to address the change in approach and will be issuing a revised Notice of Completion in the fall of 2019. The notice will provide details regarding the timing of the minimum 30-day public review period for the revised Master Plan and the opportunity for bringing project concerns to the project team members below.

Please note that the revised Master Plan Approach #1 will not be subject to Part II Order (PIIO) requests to the Minister of the Environment, Conservation and Parks. Future individual Schedule B and Schedule C projects identified within the Master Plan will be subject to further review and Class EA requirements, including PIIO requests.

For more information, please contact a member of the project team below.



James Bryant, P. Eng.
Water Resources Engineer
Essex Region Conservation Authority
360 Fairview Avenue West
Essex, Ontario, N8M 1Y8
Tel: (519) 776-5209 ext. 246
Fax: (519) 776-8688
jbryant@erca.org

Jayson Innes, M.A.Sc., P. Eng.
Project Manager
Stantec Consulting Ltd.
100-300 Hagey Boulevard
Waterloo, Ontario, N2L 0A4
Tel: (519) 585-7282
Fax: (519) 579-6733
jayson.innes@stantec.com

This notice issued on August 31, 2019.

Minutes of the Senior Advisory Committee
for the Corporation of The Town of Tecumseh

A meeting of the Senior Advisory Committee for the Town of Tecumseh was held on July 25, 2019, in the Sandwich South Meeting Room at Town Hall, 917 Lesperance Road, Tecumseh at 6:00 pm.

1. Call to Order

The Chairperson calls the meeting to order at 6:01 pm.

2. Roll Call

Present:

Member	Suzanne Beneteau
Chair	Paul Morand
Member	Dorothy Nagy
Member	Dara Pfeifer O'Connor
Member	Nancy Tennant

Also Present:

Manager Committee & Community Services	Christina Hebert

Absent:

Councillor	Rick Tonial
Member	Loretta Stoyka Henderson
Vice-Chair	Gabrielle McMillan

3. Disclosure of Pecuniary Interest

None reported.

4. Delegations

None.

5. Communications

a. Senior Advisory Committee Minutes - June 27, 2019

Motion: SAC- 17/19

Moved By Member Nancy Tennant
Seconded By Member Suzanne Beneteau

That the minutes of the June 27, 2019 meeting of the Senior Advisory Committee as were duplicated and delivered to the Committee members, are accepted.

Carried

b. Ontario Investing in New Program to Support Seniors' Mental Health News Release

c. Older Adult Centres Association of Ontario (OACAO) dated July 4, 2019 Re: Membership Benefits

Motion: SAC- 18/19

Moved By Member Nancy Tennant
Seconded By Member Dorothy Nagy

That Communications - For Information B through C as listed on the July 25, 2019 Senior Advisory Committee Agenda are received.

Carried

6. Reports

None.

7. Unfinished Business

a. Education Workshops

The Manager Committee & Community Services apprises Elder Abuse Prevention Ontario (EAPO), formerly Elder Abuse Ontario (EAO), is now offering a four-part lecture series that includes: Elder Abuse 101, Wellness & Prevention, Seniors' Rights and Legal Literacy and Healthy Relationships. This new series is being offered in addition to the various topics, including the It's Not Right Campaign, provided previously by EAO.

The Members concur with exploring the new four-part lecture series in place of the It's Not Right Campaign as older adults and seniors may more easily identify with and understand the topic content and therefore be more inclined to participate. This workshop would also align with the proposed Seniors Community Grant Lunch 'N Learn series, subject to grant approval.

b. Tecumseh Corn Festival

The proposed schedule for the SAC booth at the Tecumseh Corn Festival on Seniors Day, Friday, August 23 is reviewed and the Members confirm their availability.

Discussion ensues regarding questions for the brief survey and the Members draft questions relating to transportation, loneliness and activities/events in Tecumseh.

The Manager Committee & Community Services informs she is gathering informational materials from Home Instead Senior Care and Windsor-Essex Compassion Care Community to make available at the booth. Copies of the 'A Guide to Programs and Services for Seniors in Ontario' was also ordered to distribute.

Further details regarding booth set up, signage, etc. are discussed. A park map and parking details will be circulated prior to the event.

c. SAC Logo

The Members review the draft logo prepared by Generator Design, as presented on tonight's Agenda. Generator Design felt the bold and assertive font portrayed the senior community well, while tying in the Town's branding. Positive remarks are received by the Members in regards to the design and no changes are suggested.

Motion: SAC- 19/19

Moved By Member Dara Pfeifer O'Connor
Seconded By Member Suzanne Beneteau

That the Senior Advisory Committee (SAC) logo created by Generator Design and presented on the July 25, 2019 SAC Agenda, be approved;

And That the SAC purchase t-shirts with the new logo affixed for the SAC Members use at various SAC initiatives and events.

Carried

8. New Business

None.

9. Next Meeting

The next meeting of the Senior Advisory Committee will be held on September 26, 2019.

10. Adjournment

Motion: SAC- 20/19

Moved By Member Nancy Tennant
Seconded By Member Dara Pfeifer O'Connor

That there being no further business, the July 25, 2019 meeting of the Senior Advisory Committee now adjourn at 7:04 pm.

Carried

_____

Paul Morand, Chair

_____

Christina Hebert, Manager Committee & Community Services

Court of Revision Meeting

Wellwood Drain

Minutes

Date:	Tuesday, August 13, 2019
Time:	6:30 pm
Location:	Tecumseh Town Hall - Council Chambers 917 Lesperance Road Tecumseh, Ontario N8N 1W9

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

Also Present:
Chief Administrative Officer Margaret Misek-Evans
Director Public Works & Environmental Services Phil Bartnik
Director Financial Services & Chief Financial Officer Tom Kitsos
Director Corporate Services & Clerk Laura Moy
Deputy Clerk & Manager Legislative Services Jennifer Alexander
Assistant Drainage Superintendent Cameron Hedges
Deputy Fire Chief Chad Mactier

A. Call to Order

The Mayor calls the meeting to order at 6:35 pm.

B. Roll Call

All members are present for this meeting.

C. Disclosure of Pecuniary Interest

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

D. Introduction and Purpose of Meeting

The purpose of this meeting is to hear from any affected owner who wishes to appeal his/her assessment or any thereof as set out in the Drainage Report, prepared by Mr. Dennis R. McCready, P. Eng., of RC Spencer Associates Inc., dated May 8, 2019.

E. Delegations

There are no delegations present.

F. Communications

1. Notice of First Sitting dated August 6, 2019

Re: For the Repair and Improvement to the Wellwood Drain

2. By-Law 2019-54

Being a bylaw to provide for the repair and improvements to the Wellwood Drain

Motion: CR - 13/19
Moved By Councillor Tania Jobin
Seconded By Councillor Brian Houston

That Communications - For Information A through C as listed on the August 13, 2019 Court of Revision Agenda are received.

Carried

G. Reports

1. PWES-2019-33 Request to Consider Engineer's Report - Wellwood Drain

Motion: CR - 14/19
Moved By Deputy Mayor Joe Bachetti
Seconded By Councillor Andrew Dowie

That the Drainage Report and Specifications for the Wellwood Drain (Drainage Report) as prepared by Mr. Dennis R. McCready, P. Eng., of RC Spencer Associates Inc., dated May 8, 2019, be received.

Carried

H. Adjournment

Motion: CR - 15/19
Moved By Councillor Andrew Dowie
Seconded By Councillor Brian Houston

That there being no further business, the August 13, 2019 meeting of the Court of Revision now adjourn at 6:37 pm.

Carried

_____

Gary McNamara, Mayor

_____

Laura Moy, Clerk

Minutes of a Regular General Meeting of the Town of Tecumseh Business Improvement Area (TOTBIA)

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of Wednesday, ***August 21, 2019*** at 1189 Lacasse Blvd., Tecumseh, ON, at the hour of 6:00 PM.

(TOTBBM-1-8)
CALL TO ORDER

The meeting is called to order at 6:04 p.m. by Paul Bistany, Treasurer

(TOTBBM –2-8)
ROLL CALL

	Treasurer	Paul Bistany
	Director	Jules Champoux
	Director	Brian Houston
	Director	Linda Proctor
	Director	Scott Harris
	Director	Michael Kennedy
Regrets:	Chair	Candice Dennis
	Director	Elisa Braccio
	Councilor	Andrew Dowie
	Vice Chair	Joseph Fratangeli
	Director	Shane Meloche
Minute Taker:	Coordinator	Paula Rorai

(TOTBBM – 3-8)
DISCLOSURE OF PECUNIARY INTEREST - No disclosure at this meeting.

(TOTBBM – 4-8)
DELEGATIONS – No delegations at this meeting.

(TOTBBM – 5-8)
COMMUNICATIONS

5.1 TOTBIA Board of Management Meeting Minutes

Motion: (BBM-47/19) Moved by: S. Harris
Second by: J. Champoux

THAT the minutes of the Town of Tecumseh TOTBIA Regular Board of Management Meeting held on July 10, 2019 be approved as distributed**.**
APPROVED.
CARRIED.

5.2 **LETTERS FROM –** None at this meeting.

(TOTBBM – 6-8)
REPORTS

6.1 CHAIR REPORT – No report at this meeting.

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

Treasurer's Report for the period ending:			July 31, 2019
BIA Operating Account (8111130)	Bank Balance stands at:	$	41,500.92
Outstanding Payables	see detail page	$	6,470.95
Outstanding Receivables	see detail page		
BIA Ledger Balance stands at:		$	35,029.97
BIA Reserve Account -	Balance last month	$	34,474.08
	Interest	$	87.83
	Transfer from Operating (see **NOTE**)		
		$	34,561.91
BIA Petty Cash	stands at:		844.22
Total BIA Current Assets :		**$**	**70,436.10**
Tecumseh Dollars	Current Outstanding	**$**	**20,410.00**
BIA Liabilities and Equity :	from Sage 50 report	$	73,406.50
Total BIA Liabilities and Equity :		**$**	**93,816.50**
Year To Date Levy Tax Requistion:	1st Quarter @ March 31	$	27,250.00
for 2019	2nd Quarter @ June 30	$	31,250.00
	3rd Quarter @ September 30	$	-
	4th Quarter @ December 31	$	-
Total Levy received to Date:		$	58,500.00

BIA Operating Account - # 8111130			31-Jul-19	
Outstanding Payments				
1977	20190614, Cogeco Payment Centre	135.48		
1978	44051, Flowers by Phil	20.34		
1979	16945, By The Book	529.69		
1980	Shoreline Week	274.14		
	Paula R PPE 07-14 to 07-27-19	1,096.84		
	Classic Displays	4,414.46		
			$ 6,470.95	
Outstanding Receivables				
			$ -	
Operating Account - activity		(Invoices paid in this month)		
Date	**Reference**	**Detail**	**DR**	**CR**
Jul 02, 2019	07022019, Tecumseh Home Hardware		0.00	270.00
Jul 02, 2019	449, Jen Kogan		160.00	0.00
Jul 02, 2019	X9022449, Kelcom		0.00	60.90
Jul 03, 2019	Laurie Howie		160.00	0.00
Jul 04, 2019	Paula Rorai		0.00	1,096.84
Jul 04, 2019	20190704, Petty Cash		0.00	1,000.00
Jul 05, 2019	454, Just Jewelry		50.00	0.00
Jul 08, 2019	448, Pat McGiveny		160.00	0.00
Jul 08, 2019	Alan Pasnik		160.00	0.00
Jul 11, 2019	459, Ken McCarthy		160.00	0.00
Jul 11, 2019	Len Beaulieu		160.00	0.00
Jul 12, 2019	Receiver General		0.00	1,173.99
Jul 13, 2019	Paula R PPE 06-30 to 07-13		0.00	1,096.84
Jul 15, 2019	110038906243, Cogeco Payment Centre		0.00	138.15
Jul 17, 2019	453, Pure Trim- Danese D'Amore		50.00	0.00
Jul 17, 2019	456, BickerTon, Dave		160.00	0.00
Jul 18, 2019	20190719, Suzie Green		0.00	700.00
Jul 18, 2019	20190719, Jangles		0.00	300.00
Jul 19, 2019	455, Jen Kogan		72.00	0.00
Jul 19, 2019	457, Ozvald, Anja		240.00	0.00
Jul 22, 2019	07222019, Shoppers Drug Mart		0.00	390.00
Jul 23, 2019	Replenish 07/23, Petty Cash		0.00	900.27
Jul 23, 2019	Festival & Event Services		0.00	1,017.00
Jul 23, 2019	Shoreline Week		0.00	274.14
Jul 23, 2019	Town of Tecumseh		0.00	45.00
Jul 24, 2019	20190724, Zehrs		0.00	610.00
Jul 24, 2019	466, Rosemary Grayer Howell		162.94	0.00
Jul 27, 2019	Paula R PPE 07-14 to 07-27-19		0.00	1,096.84
Jul 30, 2019	Classic Displays		0.00	4,414.46
Jul 31, 2019	BIA Operating (10500)		123.03	0.00
			1,817.97	14,584.43

Motion: (BBM-48/19) Moved by: L. Proctor
Second by: B. Houston

THAT the Month End Treasurer's Report as of July 31, 2019 be accepted and approved as distributed and filed for audit.
CARRIED.
APPROVED.

6.3 COORDINATOR REPORT – P. Rorai reports

6.3.1 Membership Statistics –

- New businesses in the BIA area: none currently.
- Members closed/moved/new owners/names:
  - Axiom Mortgage new address
  - Team Goran moved out of BIA area
- Total Number of Members currently open/established for business in the Tecumseh BIA:
  - Open – 401
  - Empty Units/Bldgs. - 33
  - Empty Lots/– 16
  - Property Owners – 139
  - Grand Total - 598

6.3.2 Grand Openings for Members – Currently there are none currently.
6.3.3 Welcome Wagon – Waiting to hear back from the representative.
6.3.4 Home-Base Business Report – Nothing currently.

6.4 COUNCIL REPORT – Andrew Dowie reports on some of the items from two council meetings:

- Valente condo rezoning application was approved for 11870 Tecumseh Road
- Petretta Condos received their final approvals for site plan control
- A new development charges by-law was passed, and new fee schedule is below

Development Type	Existing Charge	Proposed Charge
Single Detached Dwelling (Urban Area)	$13,936	$17,472
Single Detached Dwelling (Rural Area)	$9,545	$12,901
Non-Residential (Urban Area)	$4.27/sq. ft.	$6.72/sq. ft.
Non-Residential (Rural Area)	$2.43/sq. ft.	$4.71/sq. ft.

- Council approved $620k in allocating the MPF funding in a number of areas including
  - Town Hall Expansion
  - Online property tax inquiry service
  - Cityworks Work Order Management
  - Water Oasis Payment solution
  - Online permit payment

- Briday developments (Old Victoria Public School) will be having an open house for the proposed Condo and townhome development for that property on September 10th
- Council also received the 6-month Transit report - ridership and revenue are up slightly. The most notable change was the move of the Sobey's pick up spot to the new Food Basics.
- CIP funding request for 12222 Tecumseh Road for Parking lot improvements

6.5 COMMITTEE REPORTS

6.5.1 Marketing Committee – No report at this meeting.

6.5.2 Membership Committee

6.5.2.1 Tecumseh Dollar Program – J. Champoux reports on the current Tecumseh Dollar report; see attached report. Due to the increase of Tecumseh Dollar purchases, there was discussion on the maximum amount that can be purchased by a person. The amount agreed for 2019 was to sell $25,000 Tecumseh Dollars and the 20% discount will be a $5,000.00 expense in the 2019 budget.

Motion: (BBM-49/19) Moved by: J. Champoux
Second by: L. Proctor

THAT the purchase of Tecumseh Dollars be increased from $200.00 to $400.00 per person per purchase be accepted and approved.
CARRIED.
APPROVED.

6.5.2.2 Board asks J. Champoux to create Facebook ads asking the public to use old style Tecumseh Dollars as they will become null and void as of December 31, 2019.

6.5.2.3 Coordinator has created a list of Members who do accept Tecumseh Dollars and distributes with map of BIA area with sales/donations of all Tecumseh Dollars.

6.5.2.4 Discussion on the outstanding Tecumseh Dollars amount was reiterated and confirmed that the current Tecumseh Dollar Program will be discounted as of December 31, 2019 and a new design, program, name will go into effect as of January 1, 2020. Reasonable notice will be given to the public that current Tecumseh Dollars that do not have a one-year expiry date will have until December 31, 2019 to use and Members to be reimbursed.

6.5.2.5 Associated Membership – No report at this meeting.

6.5.3 Streetscaping Committee

6.5.3.1 BIA Parkette Memorial Bench – On July 4th, members of Council, Town Administration, current and past Board Directors, BIA staff, family and friends attended the unveiling of the bench in the Parkette and Shoreline Tecumseh will publish a group picture and the article honoring both E. Tope and A. Baillargeon.

6.5.3.2 Bike Repair Stations – Both repair stations have been installed and Coordinator asks Board for date and time to schedule an unveiling ceremony. It was suggested to contact Parks and Rec Manager on the date and time at McAuliffe Park for the unveiling of the new public restrooms.

6.5.3.3 Bike Racks – 15 bike racks have been delivered. Public Works and Parks Managers are asking for exact locations for racks to be installed. Coordinator will contact all the Members who requested a bike rack and send pictures and description of each location to both Town departments for their consents to install the racks.

6.5.4 Events Committee

6.5.4.1 Night Market **–** Feedback from July Night Market extremely positive. Board recommends deferring the discussion on planning night markets for 2020 to the next board meeting.

6.5.4.2 BIA Christmas Party – Date is Saturday, November 23, 2019 at Beach Grove Golf & Country Club. M. Kennedy has offered to sponsor the BIA at Beach Grove. Several suggestions for bands were provided and the Coordinator will request quotes.

6.5.5 Office Relocation Committee

6.5.5.1 Lease Agreement – The lease agreement for space at 12122 Tecumseh Rd. E. Unit #2 has been written and there are two items to update on the agreement; a cheque dated September 1, 2019 in the amount of $2,000 will be submit to the landlord for first and last month two year lease.

6.5.5.2 It was recommended that a maximum of $5,000.00 be allocated from the Reserve Account for the relocation move expenses.

6.5.5.3 Three insurance brokers have been contacted to submit quotes on content coverage ($50k) and liability ($2M) as well as the Town's insurer.

6.5.5.4 Current Property Owner has quoted $6k donation to the BIA for conference table, chairs, TV, computer and desk; what has been left in the space the BIA is leasing is the conference table, 6 chairs, TV, computer and stand, bookcase and 4 desks.

6.5.5.5 It was recommended that the BIA obtain separate phone company and WIFI provider. P. Rorai contacted MNSi to purchase basic business package for same office and fax phone numbers. It was recommended for J. Champoux to obtain quote from Kelcom.

6.5.5.6 Move notices will be sent to all Members via email, Facebook, Twitter and an ad in the Shoreline Tecumseh.

6.5.5.7 Board agrees to purchase Trend Micro Security software, steel shelves for storage, additional chairs for conference table and a mini fridge.

6.5.5.8 After reviewing four moving company quotes; the Committee has chosen Hinton Movers.

6.5.5.9 A. Dowie informs that relocation date can be extended for an additional two weeks past August 29, 2019.

(TOTBBM – 7-8)

UNFINISHED BUSINESS

7.1 Bookkeeping – Deferring until next meeting.

7.2 License Plate Covers – Waiting for quotes and layout design for license plate covers with both Town and BIA logo and the tag line: 'Tecumseh Town. Life in Motion

7.3 Pickleball Tournament – BIA Board/Members vs. Town Council/Staff on Sunday, August 11 at the Arena was a great success; BIA won gold!

7.4 Corporate Credit Card – required information by WFCU was forward to the Finance Department; waiting confirmation of guarantee with the Town. B. Houston offers to contact WFCU for additional information. Memorandum of Understanding – differ until further notice.

7.5 Memorandum of Understanding – differ until further notice.

7.6 Membership Notice – Received feedback from Town Treasurer and there has been no status change from MPAC on the privacy of information restrictions; the Town cannot provide personal information from MPAC's database. The public is free to view the Town's property tax roll at Town Hall. The property tax roll does include owner name and mailing address of all properties in town.

7.7 Way Finding Signage – Board agrees to differ this project until 2020.

(TOTBBM – 9-8)

NEW BUSINESS

9.1 No new business at this meeting.

(TOTBBM – 11-8)

NEXT MEETING

The TOTBIA next regular general meeting is scheduled on **Wednesday, September 11, 2019 at** 6:00 PM in BIA Conference Room, 12122 Tecumseh Rd. E. Unit 2, Tecumseh, ON

(TOTBBM – 12-8)
ADJOURNMENT

Motion: (BBM-50 /19) Moved by: J. Champoux
Second by: B. Houston

THAT there being no further business, the August 21, 2019 regular general meeting of the TOTBIA Board of Management be adjourned at 7:28 PM.
CARRIED.
APPROVED.

Paul Bistany, Treasurer

Paula Rorai, Coordinator

The Corporation of the
Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: September 10, 2019

Report Number: CS-2019-21

Subject: Council Meetings in 2020

Recommendations

It is recommended:

That the following Regular Council Meeting dates in 2020, **be cancelled**:

- Tuesday, June 9, 2020;
- Tuesday, August 25, 2020; and
- Tuesday, December 22, 2020.

And that notice of the Regular Council Meeting dates **be posted** to the Town's website and linked to its Social Media Pages (Facebook and Twitter), as well as publicized in the local newspapers when practical.

Background

The Council and Committee Meetings Calendar is prepared annually by the Corporate Services & Clerk's Department. 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.

The 2020 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. Resolution 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. 2017-62 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 24, 2020, through to and including Friday, January 1, 2021, for the Holiday Season.

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 as the second meeting typically conflicts with holidays. In 2020, the second meeting date would be December 22, 2020.

Cancellation of the following Regular Council Meetings in 2020 would be consistent with cancelled meetings in prior years, due to conflicts with other municipal business, events/ activities and holidays:

- Tuesday, June 9, 2020;
- Tuesday, August 25, 2020;
- Tuesday, December 22, 2020.

Special Council Meetings

Special Meetings of Council are held in public session for a specific purpose.

In accordance with the Awards Policy and Committee and Local Board Appointments Policy, a Special Meeting of Council is held annually on the second Tuesday of November to consider committee appointments and award nominations. In 2020, this meeting will be held on Tuesday, November 24, 2020.

The draft 2020 Council Meeting Calendar is shown on **Attachment 1** reflective of the meetings typically cancelled.

Standing Committees

The Personnel Committee and the Policies and 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 posted on the Town's website and/or declared at a prior meeting of Council and/or 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."

Section 8 (f)(2) of the Procedural By-law also states that:

> "Prior to the first Meeting in January of each year the Clerk shall post on the Corporation's website the schedule for all regular Council Meetings for the calendar year."

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."

Council has declared alterations to meeting dates and times at a regular meeting in advance of each calendar year. The public is informed of the Council meeting schedule on the Town's website on the calendar webpage, by way of advertisements in the local newspapers when practical, as well as through Social Media (Facebook and Twitter).

Information about regular meeting dates of Council and its Committees is also contained in the EWSWA Collection Calendar, along with other special events taking place in the Town throughout the calendar year.

Consultations

None

Financial Implications

There are no financial implications on the proposed changes to the 2020 Council Meeting Calendar.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☐

Website ☒ Social Media ☒ News Release ☐ Local Newspaper ☒

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Sue White
Administrative Assistant to Director Corporate Services & Clerk

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
1	2020 Council, Committee and Holiday Calendar

2020
Regular Council Meeting, Committee & Holiday Calendar

TOWN OF Tecumseh ONTARIO · CANADA

Holidays 2020/21

January 1:	New Year's Day
February 17:	Family Day
April 10:	Good Friday
April 12:	Easter Sunday
April 13:	Easter Monday
May 15:	Office Closed
May 18:	Victoria Day
July 1:	Canada Day
August 3:	Civic Holiday
September 4:	Office Closed
September 7:	Labour Day
October 12:	Thanksgiving Day
November 11:	Remembrance Day
December 24:	Christmas Eve
December 25:	Christmas Day
December 28:	Boxing Day
December 29:	Office Closed
December 30:	Office Closed
December 31:	New Year's Eve
January 1, 2021:	New Year's Day

Holiday

Regular Council Meeting (RCM)

January

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	

Committee Meetings

Business Improvement Area
2nd Wednesday, Monthly

Committee of Adjustment
3rd Monday, Monthly

Cultural & Arts Committee
3rd Monday, Monthly

Heritage Committee
3rd Monday, Monthly

Police Services Board
2nd Thursday, Bi-monthly

Senior Advisory Committee
4th Thursday, Monthly

Tecumseh Accessibility Advisory Committee

Youth Advisory Committee
3rd Monday, Monthly

The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: September 10, 2019

Report Number: CS-2019-13

Subject: Council Conferences for 2020

Recommendations

It is recommended:

That Members of Council **be authorized** to attend the following conferences scheduled to be held in 2020, in accordance with the Town's Travel Policy No. 14 and Professional Development Policy No. 73:

Event	Dates	Location
AMO AGM & Annual Conference	August 16 - 19, 2020	Ottawa, ON
FCM Annual Conference and Trade Show	June 4 - 7, 2020	Toronto, ON
Festivals and Events Ontario Conference	February 25 - 27, 2020	Richmond Hill, ON
Great Lakes and St. Lawrence Cities Initiatives Annual Meeting and Conference	To be determined.	Quebec City, QC
OGRA Annual Conference	February 23 - 26, 2020	Toronto, ON
OSUM Conference and Trade Show	To be determined.	To be determined
ROMA Annual Conference	January 18 - 21, 2020	Toronto, ON

Background

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

> "4.1 Members of Council may be authorized to attend up to 3 conferences (2+ days) per year which have been approved by Council and are within their Department's budget.
>
> 4.2 Members of Council may be authorized to attend workshops/seminars (1-2 days) which have been approved by Council and are within their Department's budget."

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

Comments

To facilitate Council approval of the conferences, which have typically been attended by the Members in prior years, and to assist the Members in planning for 2020, as well as preparation of the 2020 Council meeting schedule, it is recommended that consideration be given to authorizing attendance at the 2020 conferences listed above under Recommendations.

At the writing of this report, the dates for the Great Lakes and St. Lawrence Cities Initiatives Annual Meeting and Conference have not been confirmed. They have confirmed the location and advised it will be held some time during the first three weeks of June.

OSUM has not confirmed the date and location for 2020 for its annual Conference and Trade Show typically held the first week of May.

As information becomes available for the 2020 conferences, it will be provided to the Mayor's office to coordinate registrations.

The following municipal associations' respective conferences have been attended by Council in prior years, and were held in 2019 on the dates and in the areas shown below:

Event	Dates	Location
AMO AGM & Annual Conference	August 18 - 21, 2019	Ottawa, ON
Festivals and Events Ontario Conference	February 26 - 28, 2019	London, ON
FCM Annual Conference and Trade Show	May 30 - June 2, 2019	Quebec City, QC
Great Lakes and St. Lawrence Cities Initiatives Annual Meeting and Conference	June 5 - 7, 2019	Sheboygan, MI
OGRA Annual Conference	February 24 - 27, 2019	Toronto, ON

Event	Dates	Location
OSUM Conference and Trade Show	May 1 - 3, 2019	Pembroke, ON
ROMA Annual Conference	January 27 - 29, 2019	Toronto, ON

Council will be informed on the Regular Council Agenda of any other conferences / workshops / seminars which may be offered in 2020, and that are not listed in this report.

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

Consultations

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

Financial Implications

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

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☒	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Sue White
Administrative Assistant to Director Corporate Services & Clerk

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
None	None

The Corporation of the
Town of Tecumseh

Financial Services

To: Mayor and Members of Council

From: Tom Kitsos, Director Financial Services & Chief Financial Officer

Date to Council: September 10, 2019

Report Number: FS-2019-11

Subject: 2018 Annual Report on Investment and Cash Management

Recommendations

It is recommended:

That the 2018 Annual Report on Investment and Cash Management **be received** for information.

Background

Investment Policy

As per Policy #87 – Investment Policy, "the Town of Tecumseh (Town) strives for the optimum utilization of its cash resources within statutory limitations and the basic need to protect and preserve capital, while maintaining solvency and liquidity to meet ongoing financial requirements."

The Director Financial Services & Treasurer is required to submit an Investment Report to Council at least annually, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last year. The report is to include the following:

- Listing of individual securities held at the end of the reporting period.
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.
- Average weighted yield to maturity on investments.

- A statement by the Director Financial Services & Treasurer as to whether or not, in his or her opinion, all investments were made in accordance with the investment policies and goals adopted by the Town.
- Such other information that Council may require or that, in the opinion of the Director Financial Services & Treasurer, should be included.

Policy # 87 meets the requirements set forth in *O. Reg. 438/97, Eligible Investments and Related Financial Agreements.*

Recent Legislative Changes

Amendments to the *Municipal Act, 2001* passed under the *Modernizing Ontario's Municipal Legislation Act, 2017* have been proclaimed in force as of March 1, 2018. These amendments, together with changes to *O. Reg. 438/97, Eligible Investments and Related Financial Agreements*, provide eligible municipalities with access to investing in any security in accordance with the prudent investor standard and other requirements set out in the regulation.

The legislative changes will expand municipal investment options by allowing greater choice, flexibility and portfolio diversity. This may help municipalities earn better rates of return.

To qualify for the new standard, municipalities must have (i) $100 million in investments individually or together with one or more other municipalities, or (ii) individually have net financial assets of $50 million as per FIR Schedule 70. Additional formal oversight, policies and monitoring measures will be required.

As of March 2019, municipalities that wish to invest under the prudent investor standard will need to pass an appropriate by-law.

There is no immediate decision or action required. Ultimately, it is up to each individual municipality to decide if this standard is appropriate based on their individual needs.

Comments

Investment Report

Table 1 contains the listing of individual securities held at the end of the reporting period, percentage of the total portfolio, and the average weighted yield to maturity with comparison values for the prior two years.

Table 1 **Listing of Individual Securities Held at December 31 ($000)**

Term length	2018 Amount @ Dec 31	2018 % of Funds	2018 Ave. Int. Rate	2017 Amount @ Dec 31	2017 % of Funds	2017 Ave. Int. Rate	2016 Amount @ Dec 31	2016 % of Funds	2016 Ave. Int. Rate
Cash	$ 3	0%		$ 3	0%		$ 3	0%	
Bank Balances	$ 37,529	73%	2.81%	$ 32,864	71%	2.16%	$ 28,536	70%	1.95%
Short-Term	$ 37,532	73%	2.81%	$ 32,867	71%	2.16%	$ 28,539	70%	1.95%
Drain 5 year Receivables	$ 305	1%	3.17%	$ 266	1%	2.72%	$ 232	1%	3.12%
EPC Financing Agreement	$ 1,544	3%	3.80%	$ 1,544	3%	4.00%	$ 1,544	4%	4.00%
Medium-Term	$ 1,850	4%	3.71%	$ 1,810	4%	3.83%	$ 1,776	4%	3.93%
EPC - Equity - Common	$ 10,565	21%	4.23%	$ 10,085	22%	4.30%	$ 9,746	24%	4.32%
EPC - Equity - Green	$ 374	1%	7.00%	$ 374	1%	7.00%	$ 374	1%	7.00%
EPC - Equity - Total	$ 10,939	21%	4.32%	$ 10,459	23%	4.39%	$ 10,120	25%	4.42%
ONE Fund - Equity	$ 1,200	2%	0.00%	$ 1,000	2%	0.00%	$ 400	1%	0.00%
Long-Term	$ 12,139	24%	0.00%	$ 11,459	25%	0.00%	$ 10,520	26%	0.00%
Total Funds	$ 51,521	100%	3.09%	$ 46,136	100%	2.65%	$ 40,835	100%	2.56%

Note:

1. EPC - Equity - Common amount is recorded using the modified equity basis of accounting. The Town recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account. The Average Interest Rate earned is calculated based on the change in the investment account balance.
2. The percentage of funds by category remains within limits specified in Policy # 87 - Investment Policy.

Section 6.2 of the Investment Policy states that, "**Short-term** funds will be compared to the return on the three month Government of Canada Treasury Bills and the ONE Investment Program's Money Market Fund." The 2.81% rate of return compares favourably with the ONE Fund and Canada Treasury Bills 1 year returns for:

- High Interest Savings Account 2.09%
- Money Market Portfolio 1.43%
- Canada Treasury Bills 1.40%

Note that the Town's rate of return for the cash balances above does not include the benefit of an absence of fees for most banking services.

Although the Investment Policy is silent on performance standards for the **medium-term** investments, the Town's 3.71% 2018 actual return compares to:

- ONE - Universe Corporate Bond Portfolio 1.16%
- Scotia Bond Fund 1.10%

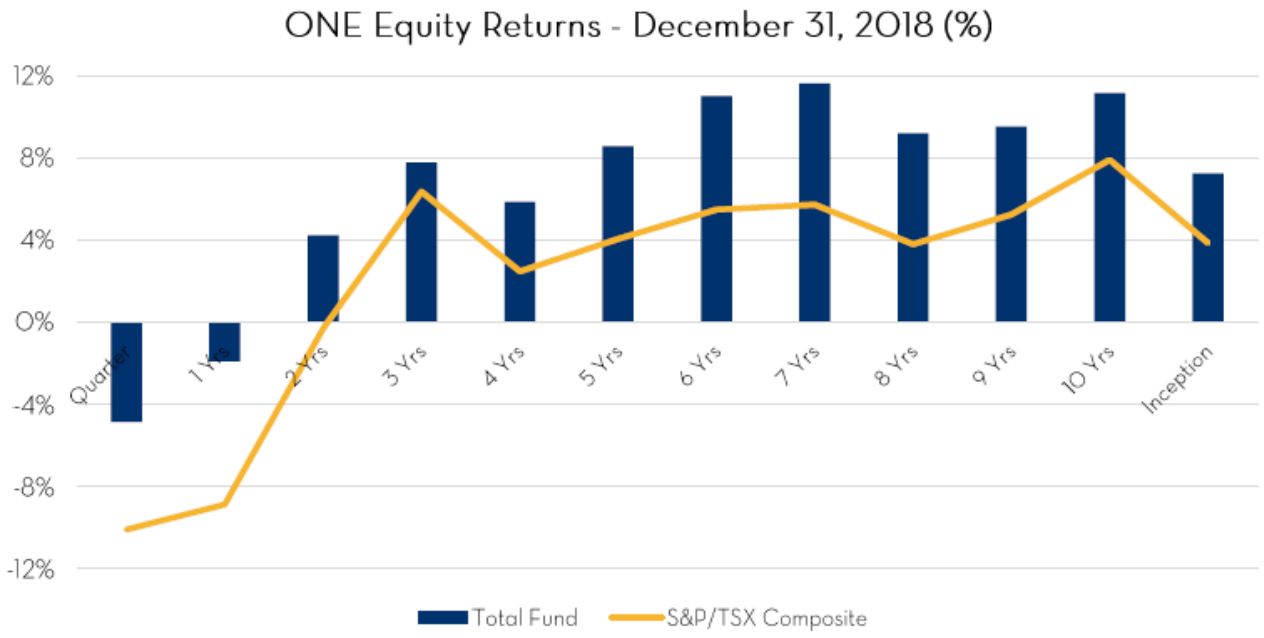
Investment Policy Performance Standards 6.3 states, "**Long-term** funds will be compared to Scotia McLeod's All Government Short Term Bond Index and ONE Fund's Bond Investment Program". The Scotia McLeod Index is no longer available and is replaced by RBC Canadian Government Bond Index Fund. The Essex Power Corporation return of 4.32% compares to:

- RBC Canadian Government Bond Index Fund 1.90%
- ONE - Bond Investment Program 1.51%
- ONE - Universe Corporate Bond Portfolio 1.16%

Note that any inherent growth in the market value of Essex Power Corporation (EPC) Common shares is not reflected in the analysis within this report.

As an additional long-term investment, the Town began participating in the ONE Investment Program Equity Portfolio in 2016 under by-law 2016-15. As shown in Table 1, $1,200,000 from the Post Retirement Reserve Fund has been invested to-date. Since these funds were not going to be required for a considerable number of years, it was felt that it would be appropriate to invest in the equity market. History has shown that the equity market, over the long term, outperforms the short and medium term markets.

Annual returns for the ONE Canadian Equity Portfolio, and the S&P/TSX Composite Index, are shown in the graph below.



As illustrated, the ONE Equity net return on an annualized basis since the Fund launched in January 2007 was 11.2%. In comparison, the S&P/TSX Composite Index had a return of 7.9%.

The following table shows the performance of the Town's investment in the ONE Equity Portfolio:

Year	Book Value	Market Value	Annual Return	Cumulative Return*
2016	$ 400,000	$ 415,829	14.18%	14.18%
2017	$ 1,000,000	$ 1,095,684	10.97%	11.42%
2018	$ 1,200,000	$ 1,261,004	-3.07%	3.22%
*Since initial investment in June 2016				

The table below shows the listing of investments with respective maturity dates.

Table 2

Listing of Maturity Dates

	Book Value	Interest Rate	Maturity Date
Short -Term			
Cash & Bank	$ 37,532,476	2.93%	N/A
Medium-Term			
Drain 5 year Receivables			
2014	$ 3,923	3.25%	2019
2015	$ 50,694	3.10%	2020
2016	$ 56,374	2.95%	2021
2017	$ 82,323	3.28%	2022
2018	$ 112,985	3.96%	2023
Medium-Term Total	$ 306,299		
EPC Financing Agreement	$ 1,544,408	3.80%	2018
Long-Term			
EPC - Equity - Common	$ 10,565,419	N/A	N/A
EPC - Equity - Green	$ 373,943	N/A	2030
ONE Fund - Equity	$ 1,200,000	N/A	N/A
Long-Term Total	$ 12,139,362		

Treasurer's Statement

I, Tom Kitsos, Director Financial Services & Chief Financial Officer, hereby state that in my opinion all investments were made in accordance with the investment policies and goals adopted by the Town.

Consultations

None

Financial Implications

Actual investment income for the past three years is shown in Table 3.

Table 3

Investment Income Summary		2018	2017	2016
Cash & Bank	Interest	$ 1,098,023	$ 744,090	$ 637,179
Drain 5 year Receivables	Interest	8,416	6,308	4,242
EPC Financing Agreement	Interest	58,688	61,766	61,776
Total - Interest Income		67,104	68,074	66,018
EPC - Equity - Common	Dividends	446,572	433,352	420,660
EPC - Equity - Green	Dividends	26,176	26,176	26,176
Total - EPC Equity Dividends		472,748	459,528	446,836
ONE Fund - Equity		-	-	-
Total - Dividend Income		472,748	459,528	446,836
Total Investment Income		$ 1,570,771	$1,271,692	$1,150,033

Investment income represents approximately 4% of the total revenues of the Town as per the 2018 Consolidated Statement of Operations and Accumulated Surplus.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
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☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Nick Meloche, CPA, B.Com
Financial Analyst Revenue

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
None	None

The Corporation of the Town of Tecumseh

Fire & Rescue Services

To: Mayor and Members of Council

From: Chad Mactier, Deputy Fire Chief

Date to Council: September 10, 2019

Report Number: FIRE-2019-06

Subject: Tecumseh Fire Services – Q2 2019 Update

Recommendations

It is recommended:

That the Tecumseh Fire Services Q2 2019 update presented in the Fire & Rescue Services Department Report FIRE-2019-06 **be received.**

Background

The purpose of this Fire Services Report is to provide Council with an overview of the Tecumseh Fire Rescue Services (TFRS) for the second quarter of 2019.

TFRS provides firefighting protection for the lives and property of citizens of the Town of Tecumseh. Personnel respond to all calls for service, providing firefighting, rescue, emergency medical intervention (including defibrillation), vehicle extrication, shore-based water rescue, and confined space entry rescue.

The Fire Department is a composite fire service operating out of two stations, each with a complement of 20 volunteer firefighters. Station 1 is located at 985 Lesperance, while Station 2 is located at 5520 Walker Road. The department services a population of approximately 24,000, providing fire and emergency medical coverage to a 95 square kilometre area, and responds to approximately 400 calls per year.

Comments

Calls for Service – Volume

Figure 1
Number of Calls for Service - 2nd Quarter

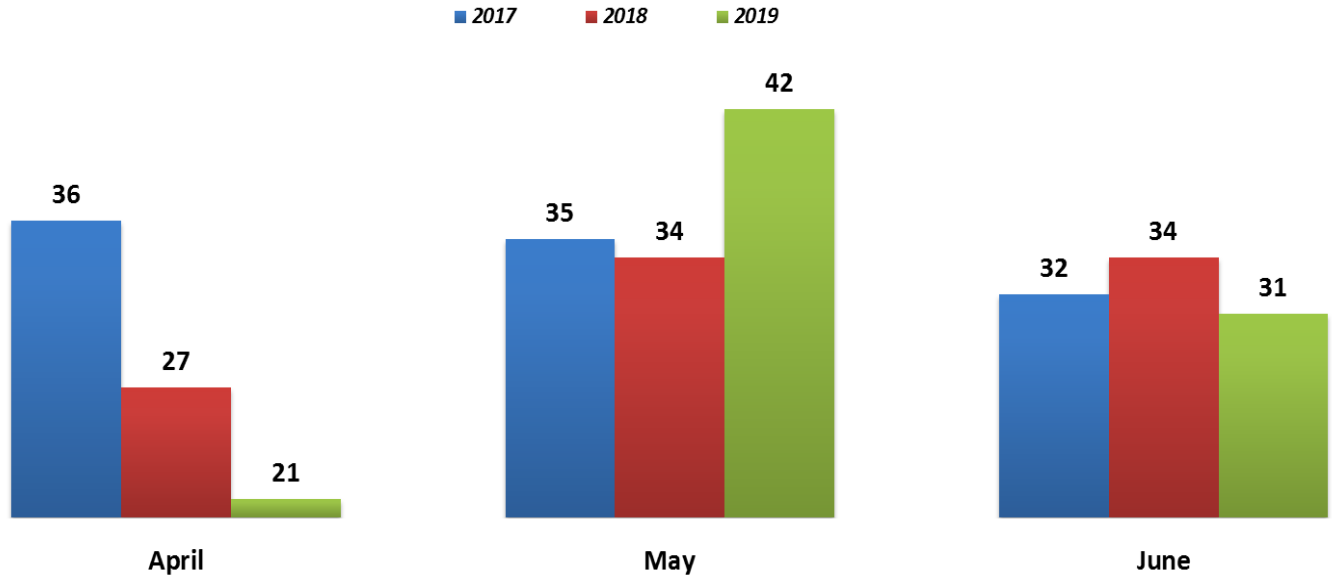


Figure 1 illustrates call volumes for the 2nd Quarter over a three-year period, 2017 through 2019, on a monthly basis. Calls for service in the 2nd Quarter of 2019 included four fires; a freight train engine, a vehicle, a barbecue and a utility pole. Seven incidents involving other pre-fire conditions (no fire) resulted from two overheated mechanical devices, two cooking related (pot on stove) and three other pre-fire conditions. In addition, six incidents resulted from open air burning or unauthorized controlled burning, including three due to complaints.

Public Education and Inspection

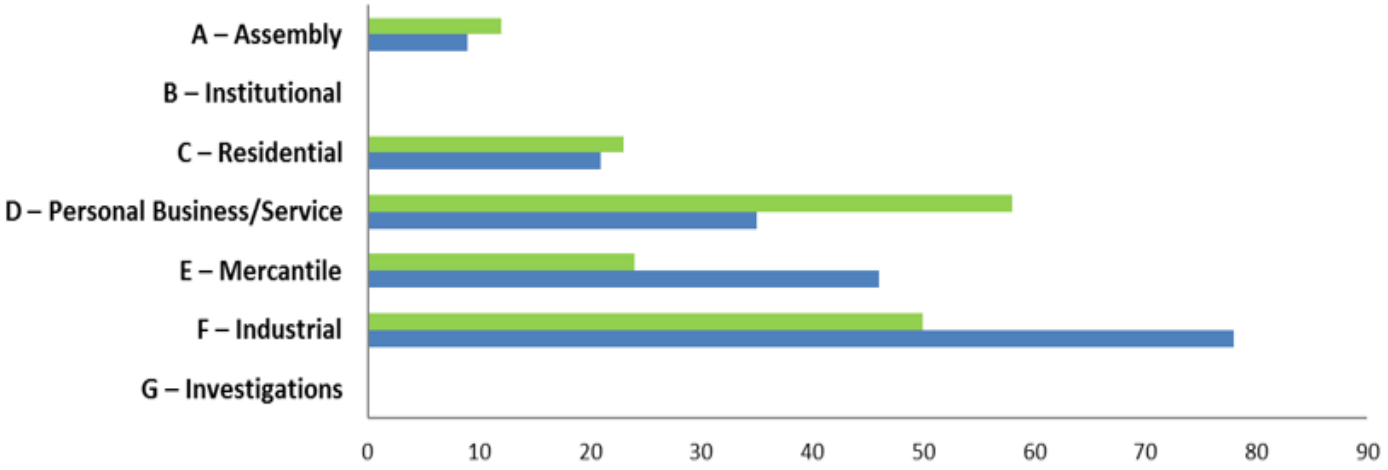
i) Public Education

Fire Station Tours – Public Education/Information tours conducted during the 2nd Quarter of 2019 for the following groups:

- Local Government Week School Tours
- Ontario Early Years (St Pius School)

ii) Inspection

Figure 2
Inspection by Property Type - 2nd Quarter



	A – Assembly	B – Institutional	C – Residential	D – Personal Business/Service	E – Mercantile	F – Industrial	G – Investigations
2019	12	0	23	58	24	50	0
2018	9	0	21	35	46	78	0

Figure 2 illustrates Inspection by Property Type for the 2nd Quarter for the years 2018 and 2019.

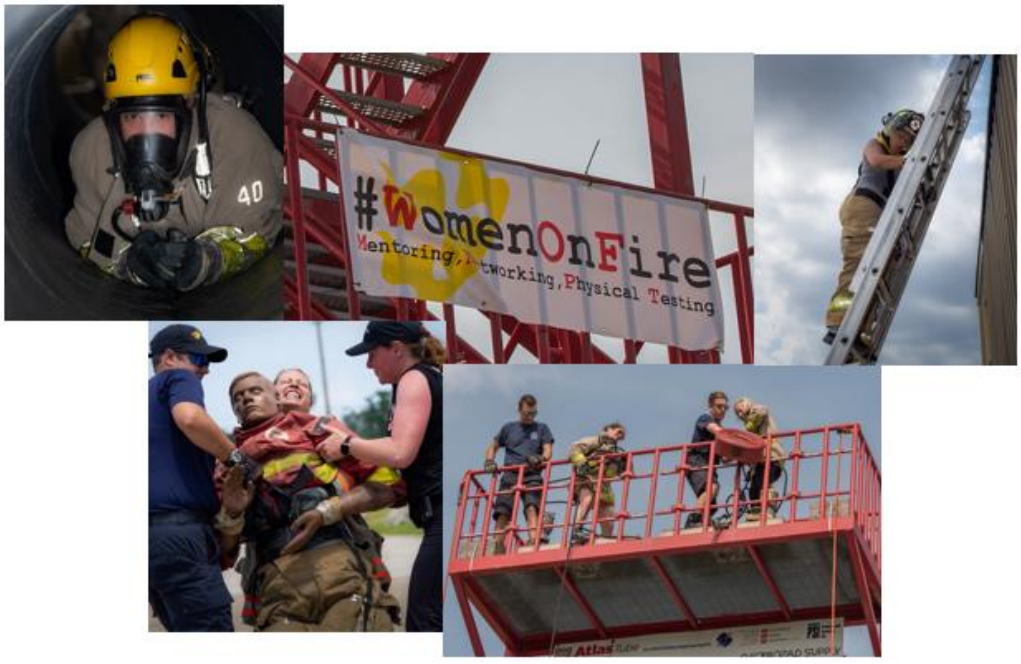
Q2 – 2019 Highlights

- **HAZMAT Training**

  In May, the Hazardous Materials (HAZMAT) training scenario presented a potential situation involving a ruptured tank containing an unknown gas. A water fog pattern of a dangerous gas released while firefighters rescued the truck driver (a mannequin).

- **WomenOnFire Event**

  The WomenOnFire event was a huge success with five emergency response/security organizations working to support over 100 participants, encourage positive cultural change and promote diversity within the ranks. Attendees from as far away as Brantford, Sarnia, and Chatham were excited at this unique opportunity to gain valuable insight and make new connections.



- **Public Education Events**

  Tecumseh Fire is pleased to have participated in a variety of successful community public education events in the 2nd Quarter of 2019.

  The McHappy Day charity was able to support children at The Ronald McDonald House – South West Ontario, Big Brothers Big Sisters and John McGivney Children's Center by raising over $223,000 in Windsor/Essex County. Ontario's Breakfast on the Farm, a well-attended family friendly event, gave visitors a glimpse of what farming is all about, a tour of a farm, farm animals, farm equipment and a breakfast including Ontario foods. AV Graham School Water Day, Meet-a-Machine, St. Andre and St. Antoine School Family Picnics and the Safety Patrol Appreciation Day at Lacasse Park were great opportunities for parents and children to meet and talk with their local firefighters.

Consultations

None

Financial Implications

None

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
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☒	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☒	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Kathie Primeau
Clerk II Administrative Clerk

Reviewed by:

Chad Mactier
Deputy Fire Chief

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
None	None

The Corporation of the Town of Tecumseh

Parks & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Parks & Recreation Services

Date to Council: August 13, 2019

Report Number: PRS-2019-12

Subject: Tecumseh Sportsplex Fundraising Program

Recommendations

It is recommended:

That the Town of Tecumseh, authorize staff to proceed with developing a community fundraising program made up of a citizen based fundraising committee with staff support;

And that, a contracted fundraising coordinator be secured to oversee the building of the fundraising committee and program, so that upon final project funding approval the fundraising program can commence;

And further that, Council strike a subcommittee of three (3) members comprised of the Mayor, Deputy Mayor, and one (1) member of Council to appoint a chair or co-chairs to lead the citizen based fundraising committee;

And further that, the Council subcommittee and chair or co-chairs be authorized to appoint members of the fundraising committee following an open recruitment process;

And furthermore that, all future associated cost for the community fundraising program will be incorporated into future operating budgets, commencing with the 2020 budget cycle;

And further moreover that, a member of Council be appointed as a municipal representative to the fundraising committee.

Background

At the June 24, 2019 Special Meeting of Council the members considered the Multi-Use Sportsplex – Updated Design, Costing, Funding, and Fundraising Report # PRS-2019-09 and passed motion (SCM-15/19) which reads as follows:

> **That** the Town of Tecumseh authorize staff to proceed with Multi-Use Sportsplex Option A, as presented by CS&P Architect and apply to the Investing in Canada Infrastructure Program (ICIP) grant program;
>
> **And that** the project final design, construction documents, tendering and completion of the construction commence upon securing the following sources of funding:
>
> a. 27% from Municipal reserves, debt financing, proceeds from fundraising
>
> b. 73% from senior levels of government through the ICIP grant program (application pending);
>
> **And further that** fundraising as per Option 1, be established to create a fundraising program and commence fundraising for the project;
>
> **And furthermore that** upon final project funding commitment and approval, a contract project manager be secured to oversee the project from final design, construction drawings, tendering award of construction contract and final completion of the project, with associated costs referred to the 2020 budget cycle;
>
> **And further moreover that** administration be authorized to negotiate with Hôtel-Dieu Grace Healthcare (HDGH) an agreement for the construction of a cardio rehabilitation centre addition to the project, inclusive of exterior construction and services and interior finishes, fixtures and furnishings, at HDGH's cost, along with an annual operating lease agreement for Council's consideration.

Option # 1 is to form a fundraising committee, citizen based with a Community Champion (Chair or co-chairs) to lead the committee with staff support. Under this option, the majority of the contributions (less any expense) goes towards the fundraising total contribution.

It was recommended and approved that a minimum goal of $4 million be set for fundraising contributions towards the project, net of any fundraising expenses and commissions. These funds would be put toward offsetting the municipal share of project funding. Any required fundraising associated cost will be incorporated into the 2020 operating budget for Council consideration in the 2020 budget cycle.

Comments

The Council approved Multi-Use Sportsplex project Option A has an overall estimated cost of $54.05 million. Upon receiving approval from the Investing in Canada Infrastructure Program (ICIP), the Town of Tecumseh financial share of the project is estimated at $14,593,500, of which a minimum of $4 million has been committed to be raised through community fundraising efforts.

A citizen based fundraising committee, approved by Council, is to be developed, with the goal of raising the minimum $4 million toward the Town of Tecumseh Multi-Use Sportsplex financial commitment.

The objectives of the Community Fundraising Committee shall include, but not be limited to:

a. Confirm and/or establish realistic sponsorship and community fundraising targets;

b. Develop a comprehensive fundraising strategy that identifies corporate and community fundraising targets;

c. Develop a donor recognition program that appropriately acknowledges differing levels of corporate and private contributions;

d. Create a sponsorship program that follows our Corporate Grants, Sponsorships and naming Rights Policy # 72, and enables naming rights to specific components of the Multi-Use Sportsplex and existing Arena facility;

e. Set timelines to not only meet financial objectives, but also to keep the various components of the fundraising program moving forward toward making the final goal a reality.

Community Fundraising Committee

The success of any community fundraising committee depends on the volunteer leadership. With strong leadership the right doors are opened, and it all starts with a Campaign Chair, or co-chairs.

The chair or co-chairs provide the leadership for the fundraising strategy/campaign, volunteers, and support staff. They lead by example and provide financial contributions themselves.

A member of Council would sit on the committee as a municipal representative to keep informed of the campaign, as well as providing input and being a resource for the committee.

The Town and the chair or co-chairs actively recruit others to volunteer from the community as committee members who collectively become the public face of the campaign.

The Committee members are in place to raise money towards the municipal share of the project cost, and as well usually provide financial commitments to the project. Some members are usually provided a dedicated role and are expected to attend or be part of meetings either in person or electronically.

Examples of campaign volunteer positions are:

- Chair or co-chair
- Individual Giving volunteer

- Corporate Giving volunteer
- Foundation Association/Support volunteer
- Community Organizations Giving volunteer

The members of the campaign volunteer positions such as ones highlighted above, along with the chair or co-chairs and the appointed member of Council, would form the Executive Committee of the Campaign team. The final makeup of the Executive Committee would be at the recommendation of the chair or co-chairs.

The first step in forming the Community Fundraising Committee is to recruit a campaign chair or co-chairs. It is important that recognized community leaders with an interest in culture and sports are recruited to give the campaign both credibility and visibility. Leadership is crucial to the success of the campaign.

To recruit a chair or co-chairs it is suggested that Council appoint a sub-committee of three (3) members made up of the Mayor, Deputy Mayor and a member of Council. The remaining members of Council will provide their input to the sub-committee, ensuring all members of Council have input in the selection process.

The chair or co-chairs have responsibility for the direction of the campaign, composition of the Committee and to assist with the recruitment of other resourceful, loyal and energetic volunteers. Following the appointment of the chair or co-chairs by the sub-committee of Council, the Town will undertake a recruitment process in accordance with the Town's Committee/Local Board Policy #4 for the remaining members of the Committee. The selection of Committee members would be done by the Council subcommittee with advice from the chair or co-chairs.

In planning the campaign, it is important to determine how the project will recognize the donors at the various levels of giving. Large contributions could provide permanent or time committed recognition of the donors, i.e. naming rights of various facility amenities. Smaller gifts could include recognition on a donor wall, listing in publications, etc. This would all be part of the chair/co-chairs' responsibility to work with the committee to propose the fundraising program to Council for final approval, before the official kick off launch of the campaign.

Staff Support

One of the first steps in the process of building a successful fundraising committee is to identify the staff support that is required to work under the committee's direction. It is important to have the staff requirement in place to assist from the start of recruitment of the chair or co-chairs, committee members, to the wrap-up of the project.

The staff support is required to not only work with the committee, but also to keep all required committee records, and to work with Town administration ensuring all components of the campaign have the required documentation. Further, staff support will ensure committee actions are transparent, receive Council consideration as needed and that the Town's Corporate Grants, Sponsorships and Naming Rights policy and any other applicable Town policies are followed.

Two alternatives for staff support were considered by Administration. One was to work with an outside organization that would provide the support and leadership to the committee, the second was to recruit a municipal fundraising coordinator.

Discussions were held with a local organization that has fundraising experience to review the option of pursuing an outside organization to provide campaign support and leadership. Through those discussions it was confirmed that the organization does not have the required staffing resources and they would also have to contract an employee, and pass on the expenditures to the fundraising committee. However, they did indicate that upon formation of the Town's fundraising committee there is an option to develop a partnership, which Administration indicated could be considered.

It is recommended that a municipal fundraising coordinator position be considered to support the campaign and the community fundraising committee.

The Multi-Use Sportsplex community fundraising program will commence with the first step being to contract a fundraising coordinator, who will work under the direction of the Council sub-committee to recruit and appoint the chair or co-chairs, and together they will assemble the remainder of the committee and develop the fundraising program for Council's approval. The goal is to be ready to commence the fundraising program upon successfully securing 73% funding through the ICIP grant program.

All future associated cost for the community fundraising program will be incorporated into future operating budgets, commencing with the 2020 budget cycle.

Financial Implications

Fundraising

2019 proposed fundraising expenditures, including a contracted fundraising coordinator from September to December 2019, expenses to recruit the chair or co-chairs and committee members, and campaign design costs are estimated to be $30,000.

Administration recommends funding this un-budgeted expenditure from the Tax Rate Stabilization Reserve.

All future fundraising associated costs will be incorporated into future operating budgets for Council's consideration, commencing with the 2020 budget cycle.

Consultations

Chief Administrative Officer
Financial Services
Corporate Services & Clerk

Financial Implications

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
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☒	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
None	None

The Corporation of the
Town of Tecumseh

Parks & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Parks & Recreation Services

Date to Council: September 10, 2019

Report Number: PRS-2019-11

Subject: Energy Conservation and Demand Management Plan Review

Recommendations

It is recommended:

That Parks and Recreation Report PRS-2019-11, Energy Conservation and Demand Management Plan Review, **be received** for information.

Background

The *Green Energy Act* (Act) was passed on May 14, 2009. The intent of the Act is to:

- Expand renewable energy production,
- Encourage energy conservation, and
- Create clean energy jobs

O Reg. 397/11 requires that municipalities:

- Prepare, publish, make available to the public and implement Energy Conservation and Demand Management Plans (ECDM).

- On or before July 1 of each year commencing in 2013, submit to the Minister, publish on its website and make available to the public in printed form the Annual Energy Consumption and Greenhouse Gas (GHG) Emissions Template for operations.

- On or before July 1, 2019, and on or before every fifth anniversary thereafter, a description of current and proposed measures for conserving and otherwise reducing energy consumption and managing its demand for energy is to be completed in an

updated plan. This plan would be a revised forecast of the expected results of the current and proposed reduction measures, a report of the actual results achieved, and a description of any proposed changes made to assist in reaching any targets it has established.

Council adopted the Town's initial ECDM Plan on April 14, 2015.

This is the annual report provided to Council to review progress made towards our energy reduction targets and details on initiatives being considered for future implementation.

In 2018 the *Green Energy Act* was repealed, however the annual energy consumption reporting and publication of an ECDM Plan were incorporated verbatim into the *Energy Act 1998, Ontario Regulation 507/18 Broader Public Sector: Energy Reporting Conservation and Demand Management Plans* and thus are still in effect.

Comments

ECDM Plan – Targets

The Town's ECDM Plan includes an energy consumption reduction target to be reached by 2019. There was not a target established for GHG emission reduction.

Specifically, the ECDM Plan targeted a 10% reduction in energy consumption as compared to 2011 Base Data. We have added a similar reduction target for GHG emissions, post ECDM Plan adoption.

Revised 2011 Base Data and Target reduction are detailed in Table 1. An Energy Intensity measure is also provided. For the Facilities category, Energy Intensity is a measure of energy consumption with respect to floor space and is expressed as "equivalent KWh per square metre" or ekWh/m2. For the Optional categories, Energy Intensity is a measure of energy consumption with respect to unit count.

Table 1 – Energy Consumption – Revised Base Data and Targets

Table 1 - Revised Base Data		Unit of				Base Energy Intensity
	Energy Source	Measurement	Total Usage	10% Reduction	Target Usage	(ekWh/m2)
Facilities	Electricity	kWh	2,260,435	226,044	2,034,392	176
	Natural Gas	m3	239,918	23,992	215,926	200
		Unit of				Energy Intensity
		Measurement	Total Usage	10% Reduction	Target Usage	(Usage/Unit)
Optional Categories	Street Lights (Elec.)	kWh	2,080,227	208,023	1,872,204	993
	Fuel	Litres	167,579	16,758	150,821	2,501

In the original Base Data and Targets of 2011 for fuel, the value used for diesel fuel of the Transit Bus was unavailable and an estimated quantity was used.

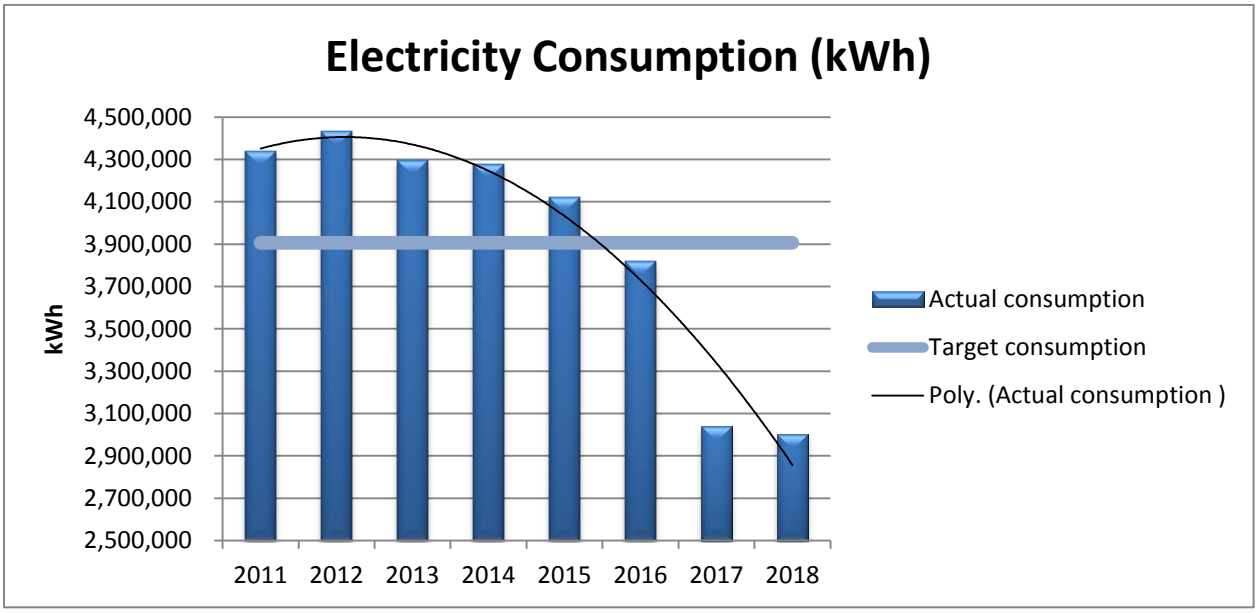
Table 2 provides Revised 2011 Base Data with respect to GHG emissions. An Emission Intensity measure is also provided. For the Facilities category, Emission Intensity is a

measure of GHG emissions with respect to floor space and is expressed as KG per square metre or KG/m2. For the Optional categories, Emission Intensity is a measure of KG with respect to unit count.

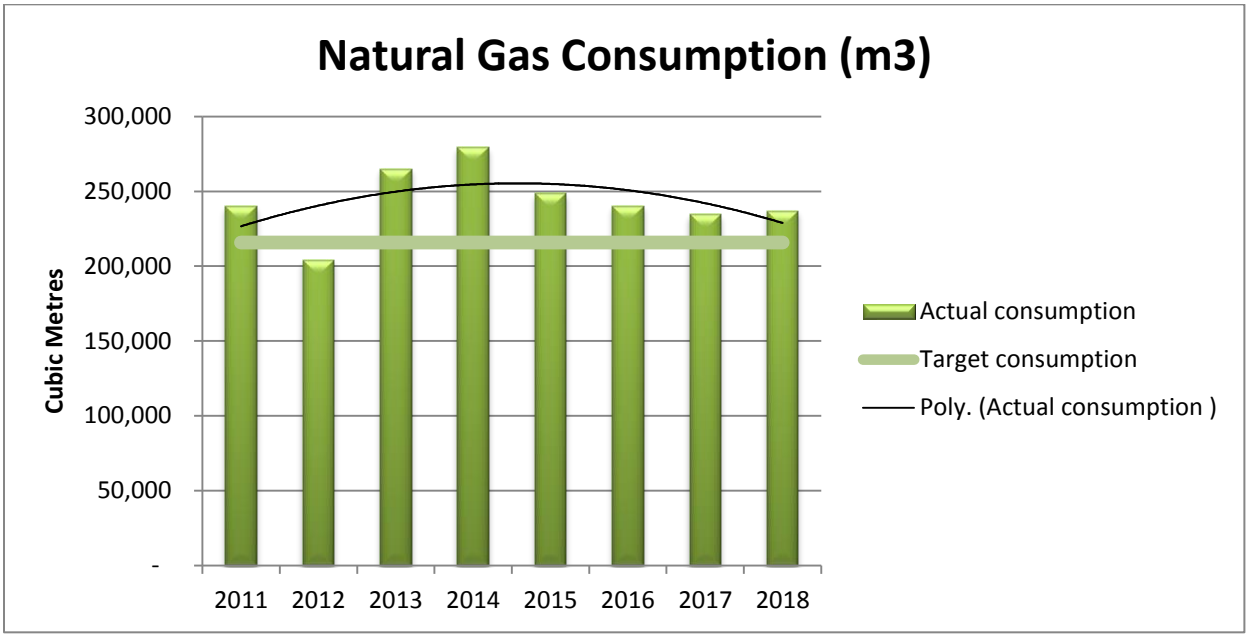
Table 2 – GHG Emissions – Base Data and Targets

Table 2 - Revised Base Data				Target	Base GHG Emission	Target GHG
	Energy Source	Emissions (KG)	10% Reduction	Emission (KG)	Intensity	Emission Intensity
Facilities	Electricity	180,835	18,083	**162,751**	14	**13**
	Natural Gas	453,595	45,360	**408,236**	36	**32**
		GHG				
		Emissions (KG)				
Optional Categories	Street Lights (Elec.)	166,418	16,642	**149,776**	79	**71**
	Fuel	402,495	40,250	**362,246**	6,007	**5,407**

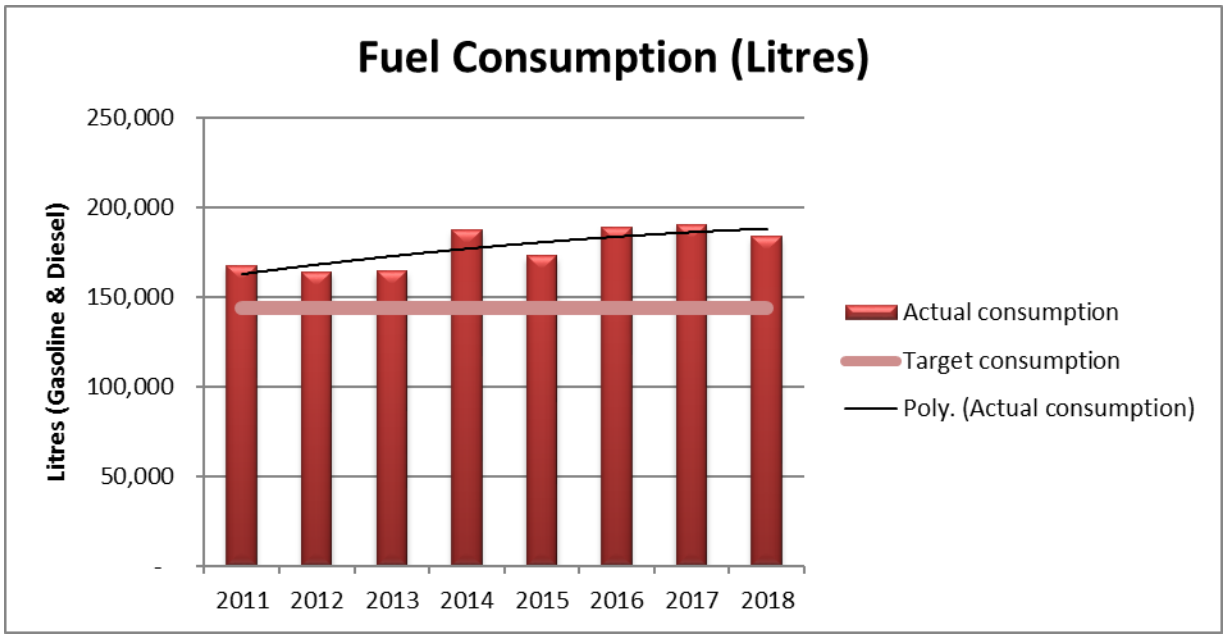
The following charts reflect consumption/emission trends since 2011 and include our 2019 target levels for comparison. Weather will influence consumption in particular periods, so the emphasis should be placed on long-term averages and trends.



Gross electricity consumption has trended downwards benefitting largely from the conversion of Town street lights to LED technology. Additionally, most early energy conservation initiatives, such as indoor lighting fixture retrofits, light motion sensors and programmable thermostats have influenced electricity consumption.

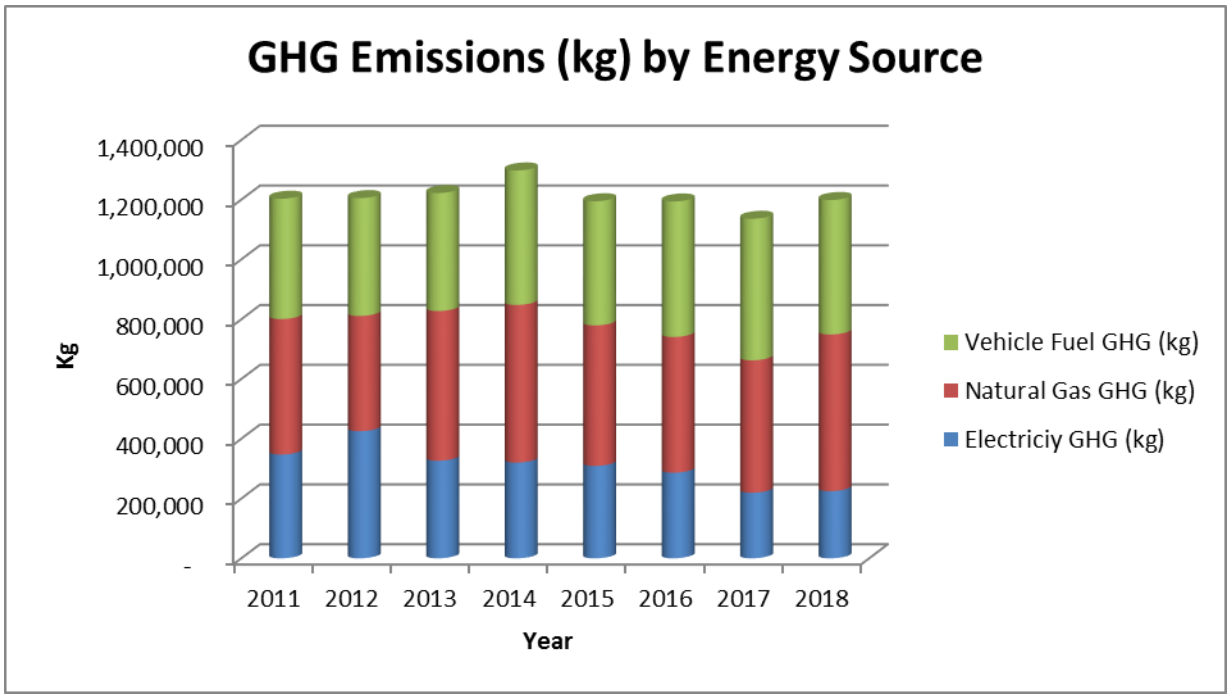


Natural gas consumption is virtually unchanged. However, there has been additional floor space added since 2011 - a total of 355 square meters of indoor space to the arena (80 sq. m's in 2012 and 275 sq. m's in 2014). There were 84 square meters of indoor floor space added to Fire Hall #2 for the new museum in 2018. The spike in consumption in 2013-2014 was largely attributable to extreme cold winter conditions experienced during those two years.



Fuel consumption has increased since 2011. Some of the increased consumption can be attributed to park maintenance activity for significant parkland added since 2011, including Lakewood Park and McAuliffe Park. The level of service for winter control in both Parks and Public Works fleet activity has been relatively consistent over the years. As fuel consumption is a primary GHG producer, future initiatives should focus on ways to reduce fuel consumption.

The original data for fuel consumption for the Transit Bus was estimated from specifications supplied by manufacturer. For this report the actual values obtained from the Transit Bus Operator have been used for 2018 only.



Total annual GHG emissions have been relatively constant over the eight-year period, ranging from a high of 1,278,759 KG in 2014 to a low of 1,048,783 KG in 2017.

Table 3 compares 2016-2018 average annual consumption and intensity data as compared to our targets.

Table 3 - 2016-2018 Average Usage		Unit of	2016 - 2018 Avg		2016-2018 Avg. Energy Intensity	Target
	Energy Source	Measurement	Annual Usage	Target Usage	(ekWh/m2)	Energy Intensity
Facilities	Electricity	kWh	2,131,706	2,034,392	142	158
	Natural Gas	m3	237,193	215,926	171	180
		Unit of	2016- 2018 Avg		2016- 2018 Avg. Energy Intensity	Target
		Measurement	Annual Usage	Target Usage	(Usage/Unit)	Energy Intensity
Optional Categories	Street Lights (Elec.)	kWh	1,154,638	1,872,204	541	894
	Fuel	Litres	187,726	150,821	2,644	2,251

Average annual gross consumption exceeds our 2019 target levels in all categories except street lights. We have been able to achieve 2019 target levels for average energy intensity with respect to facility electricity, natural gas consumption and street lights, fuel continues to be above the targeted intensity levels.

Table 4 compares 2016-2018 average annual emissions and intensity data as compared to our targets.

Table 4 - 2016-2018 Average GHG		Unit of	2016-2018 Avg Annual	Target	2016-2018 Avg GHG	Target GHG
	Energy Source	Measurement	GHG Emissions	Emission (KG)	Emission Intensity	Emission Intensity
Facilities	Electricity	KG	159,878	162,752	11	13
	Natural Gas	KG	473,784	408,236	32	32
Optional Categories	Street Lights (Elec.)	KG	86,598	149,776	41	71
	Fuel	KG	459,078	362,246	6,466	5,407

We have reached our 2019 targets for average annual GHG emissions for Facility electricity and street lights; however, we have exceeded our 2019 target levels in Facility natural gas and Fuel. GHG Emission Intensity is below our target level for Facility electricity and Street Lights, and at the 2019 target for Facility natural gas. Our target emissions for Fuel Intensity is higher than the 2019 target level.

Measuring Progress

Average annual Energy/emission intensity data for 2016-18 is compared to 2011 base data in Table 5 as an alternative measure of progress made towards consumption and emission reductions.

Table 5 data indicates that progress towards improved consumption efficiency and improved GHG emission reduction has been positive in all categories except with respect to fuel.

Table 5 - Average Intensity vs Base		Base	2016-2018		Base	2016-2018	
		Energy Intensity	Energy Intensity		GHG Emission	GHG	
	Energy Source	(ekWh/m2)	(ekWh/m2)	Change	Intensity	Emission Intensity	Change
Facilities	Electricity	176	142	-19%	14	11	-24%
	Natural Gas	200	171	-15%	36	32	-10%
		Energy Intensity	Energy Intensity				
		(Usage/Unit)	(Usage/Unit)				
Optional Categories	Street Lights (Elec.)	993	541	-46%	79	41	-49%
	Fuel	2,501	2,644	6%	6,007	6,466	8%

Recent Town Accomplishments

Staff Engagement

As part of “Earth Day,” the Energy Management Team initiated some ideas to get involvement from Town staff at large. The Team had “Earth Week” with various initiatives listed below. These type of ideas will continue in the future.

One initiative was a “Lights out” for 1 hour. This was to try to promote the concept of turning lights out in any room when not in use.

A second idea was to have a “Garbageless Lunch”. This was an attempt to encourage staff to reduce waste, and the amount of waste the Municipality would be sending to the landfill. Landfills are producers of GHG’s.

A third initiative was the planting of trees in strategic locations to add shade at particular buildings and the team asked staff if they wished to participate in the planting of trees. Trees

create natural shade barriers to reduce the affect of the sun on those buildings. The cost of that project was $1,000.

One particular location that will see some reduction in that effect in the future is the Water Environmental Building. It is the hope of the Team that future locations like the St. Clair Beach Community Centre can benefit from strategically located tree planting come the fall of 2019.

St Clair Beach Tennis Court Light Replacement

These lights were High Pressure Sodium and switched to LED. The lights used to be on a timer and would come on 7 days a week rain or shine. As part of the project, an activation switch was installed; the lights have to be activated by participating players. Once the switch is pushed, the lights will stay on for 2 hours. If players are still playing, the switch has to be pushed again. There is no significant down time between activation.

Pylon Sign in Front of the Arena

The wind damaged the pylon sign in front of the Arena. As part of the repair it was recommended by the Energy Team to replace the high output T12 florescent light fixtures with LED equivalent lighting.

There were other low-level projects completed, such as replacement of light bulbs in Council Chambers and other rooms within the Town Hall.

Collaborative Initiatives

ERCA has requested assistance to undertake preliminary stages for a community energy plan. This assistance would support a student until December 2019. The student would collect data as part of the climate change planning they have started. This would go towards completing the first step of their “Partners for Climate Protection” framework. The Green Energy Team is behind this endeavour; it supports this idea of community energy planning. It has committed $2,500 in financial support, funded through the 2019 Operating Budget.

Walkthrough Audits

Town Energy Committee members perform walkthrough audits. These audits help to identify energy users and potential energy saving initiatives. Some facility improvements triggered by walkthrough audits have been weather stripping replacement around doors and some single-pane window replacements. Walkthrough audits are completed for each facility on a 4-5-year cycle.

Potential Opportunities

Energy Efficient Design of Facilities

With the expansion of the Town Hall, there is an opportunity to update the use of energy efficient measures for this building operation. There will be Energy Efficient technology throughout the existing and proposed floor area, such as; LED lighting, the introduction of natural lighting sources and building automation controls.

The installation of a “Level 3 fast charger” electric vehicle charging station would provide a new customer service for residents and visitors with electric vehicles to the Town Hall. These types of opportunities will provide for a ‘greener’ building and reduce energy utility costs.

Another opportunity that will influence the Town’s energy consumption is the expansion to the Arena. The design of the structure should accommodate rooftop solar panels. The inside design would focus on low energy use solutions including, building automation systems, LED lighting, high insulation construction materials and free ambient cooling and heating from the existing refrigeration plant whenever possible.

This is an opportunity to be a Leader in Energy and Environmental Design (LEED), one of the most popular ‘green building’ certification programs used worldwide. It includes a rating system for design, construction, operation and maintenance of green buildings, homes and neighbourhoods that aims to help building owners and operators be environmentally responsible and use resources efficiently.

Any energy efficient measure used in the design for these buildings will follow the goals of the original ECDM plan to improve the energy efficiency of the corporation by utilizing best practices to reduce the operating costs, energy consumption and greenhouse gas emissions within financial constraints.

ECDM Plan Update

The updated ECDM plan is in the final stages. Part of that update is to bring forward new energy conservation goals and objectives, summarize the results of the first ECDM plan and any changes made from the first plan to help achieve the new goals and objectives.

Part of the new plan is to keep staff informed on energy conservation and building operation best practices; this is an attempt to influence possible conservation behavioural measures. The plan will try to build an energy conservative work force to reduce energy consumption.

Consultations

Financial Services
Parks & Recreation Services

Financial Implications

All minor initiatives are funded through the Recreation Services Maintenance Budget of $10,000. This includes low-cost facility upgrade initiatives and for use towards corporate awareness initiatives. Larger dollar initiatives would be considered via the Buildings Five Year Capital Budget plan and construction design and build tenders (i.e. Town Hall and Arena).

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Ray Hammond, RRFO, CARPT
Manager Facilities

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number

None None

The Corporation of the
Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: September 10, 2019

Report Number: PWES-2019-42

Subject: Request for Repair and Improvements to the East Townline Drain – St. Clair Outlet
Appointment of Drainage Engineer

Recommendations

It is recommended:

1. **That** Dillon Consulting Ltd. (Dillon) **be appointed** Drainage Engineer to make an examination of the East Townline Drain - St. Clair Outlet drainage area as submitted by the Director Public Works & Environmental Services in the “Notice of Request for Drain Improvement” dated July 8, 2019;

2. **And that** a Drainage Report **be prepared** in accordance with Section 78 of the *Drainage Act* (Act), including provisions for future maintenance.

Background

The purpose of this report is to provide a summary of the background and other information in order to assist Council in appointing an engineer to examine the drainage area on the East Townline Drain - St. Clair Outlet (Drain) affected by the reconstruction of Manning Road, Phase 2 Improvements.

The Drain is located on the west side of Manning Road with its upper limit located on the north side of County Road 42 and its outlet into Lake St. Clair via the Manning Road Pump Station. The reconstruction of Manning Road Phase 2 requires alterations to Manning Road from St. Gregory to Riverside Drive which will affect the current alignment of this Drain. In order to accommodate this, an engineer must be appointed to examine the drainage area and prepare a report in accordance with Section 78 of the Act.

Comments

Legislation

The sections of the Act referenced within this report are included in Schedule A, which is attached to this Council Report as Attachment No. 3.

Required approvals

On July 9, 2019, the Town sent notification to the Essex Region Conservation Authority (ERCA) that the Town had signed a request for the repair and improvement of the Drain.

As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30-day notification to the Conservation Authority who has regulation of the area. This administrative report is in line with those provisions and the 30-day period expired on August 9, 2019.

Typically, any proposed drainage works would need to be self-assessed through the Department of Fisheries and Oceans (DFO). In this case in particular the Town had received authorization from DFO for the 'harmful alteration, disruption or destruction (HADD) of fish habitat' in 2011 for the enclosure and loss of approximately 1,000 metres of the existing open channel of the East Townline Drain (as part of Phase 1 of the Manning Road Improvements). In order to compensate for the HADD, the Town in 2012 lowered a section of a perched watercourse to promote fish passage on the Gouin Drain (a tributary to the Little River). In addition, a forebay and shallow pool was created to diffuse and oxygenate water entering the lowered channel on the Gouin Drain.

The Drain may contain significant species (aquatic species at risk (SAR) as well as plants, animals, habitat, etc.) that are protected under the provincial *Endangered Species Act* (ESA). The Town will use its SAR Mitigation Plan for Drainage Works under Section 23.9 of Ontario Regulation 242/08. The Town's registered municipal drainage works permitted under Section 23.9 of Ontario Reg. 242/08 will provide the MNRF with the Notice of Drainage Work Activity Form annually and provide information on any encountered species and mitigation plan for same.

Appointment of Engineer

It is recommended that Dillon be appointed Drainage Engineer to the Drain for consistency and efficiency as seen in previous drainage and capital projects completed for the Town. Dillon has currently completed the design for Phase 2 of the Manning Road Improvement Project and has provided recommendations to enclose a portion of the Drain along the west side of Manning Road south of Riverside Drive in By-law No. 2009-67. Additionally, Dillon will need to abandon the existing downstream portion of the East Townline as a Municipal Drain and accommodate these flows by a diversion and connection to the existing stormwater channel in Lakewood Park and ultimately, to the intake of the Manning Road Pump Station. Conveyance will be diverted across Manning Road and to the Lakewood Park stormwater channel which was

constructed in 2014 as part of the PWES Capital Works program. This stormwater channel will form part of the Report under the Act to make it a legal entity of the Drain.

Further to having completed the design for the Manning Road Improvements (Phases 1-3), Dillon has produced many detailed drainage reports including the drainage reports for the Manning Road Pump Station and upstream portion of the Drain from County Road 42 to County Road 22. As the Town continues to meet their Strategic Priorities, these attributes from a consultant are crucial in order to ensure future growth is built upon principles of sustainability and strategic decision-making.

Consultations

Financial Services
Corporate Services & Clerk
Dillon Consulting Ltd.

Financial Implications

The Engineer's Report shall assess for Special Benefit, Benefit, Outlet and Liability. A schedule of assessment is to be contained in the report which details in separate columns, the sums assessed for each parcel of land and the road authority's liability. It is anticipated that the Town will be assessed for both their affected roads and lands in addition to the extra works needed to alter the Drain to conform to the reconstruction of Manning Road Phase 2 Improvements.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Cameron Hedges, E.I.T.
Assistant Drainage Superintendent

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Notice of Request for Drain Improvement, dated July 8, 2019
2	East Townline (St. Clair Outlet) Drain Map
3	Schedule A – Drainage Act Excerpts

Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990,c. D.17, subs. 78(1)

To: The Council of the Corporation of the Town of Tecumseh

Re: East Townline (St. Clair Outlet)

(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☑ **Changing the course of the drainage works;**
- ☑ **Making a new outlet for the whole or any part of the drainage works;**
- ☑ **Constructing a tile drain under the bed of the whole or any part of the drainage works;**
- ☑ **Constructing, reconstructing or extending bridges or culverts;**
- ☑ **Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;**
- ☑ **Otherwise improving, extending to an outlet or altering the drainage works;**
- ☑ **Covering all or part of the drainage works; and/or**
- ☑ **Consolidating two or more drainage works.**

Provide a more specific description of the proposed drain improvement you are requesting:

Requesting the appointment of an Engineer to examine the East Townline Drain on the west side of CR 19, north of County Rd No. 22, downstream to its outlet at the East Townline Pump Station. All in relation to improvements regarding the reconstruction of Manning Road Phase 2 improvements.

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description	
Town	
Ward or Geographic Township	**Parcel Roll Number**
Wards 2 & 3	N/A

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

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Corporation

Corporate Ownership

Name of Signing Officer (Last Name, First Name) (Type/Print)

Phil Bartnik

Name of Corporation	Position Title
Town of Tecumseh	Director of Public Works and Environmental Services
Signature I have the authority to bind the Corporation.	Date (yyyy/mm/dd) 2019/07/08

Enter the mailing address and primary contact information of property owner below:

Last Name	First Name	Middle Initial
Bartnik	Phil	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box

City/Town	Province	Postal Code
Town of Tecumseh	Ontario	N8N 1W9

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
519 735-2184		pbartnik@tecumseh.ca

To be completed by recipient municipality:

Notice filed this 8 day of July 20 19

Name of Clerk (Last Name, First Name)	Signature of Clerk
Moy, Laura	

Ontario

The Corporation of the Town of Tecumseh

Drain Maps

East Townline pump

DRAIN NUMBER	DRAIN NAME	OUTLET	OUTLET NAME
32	East Townline Road Drain	5	Lake St.Clair

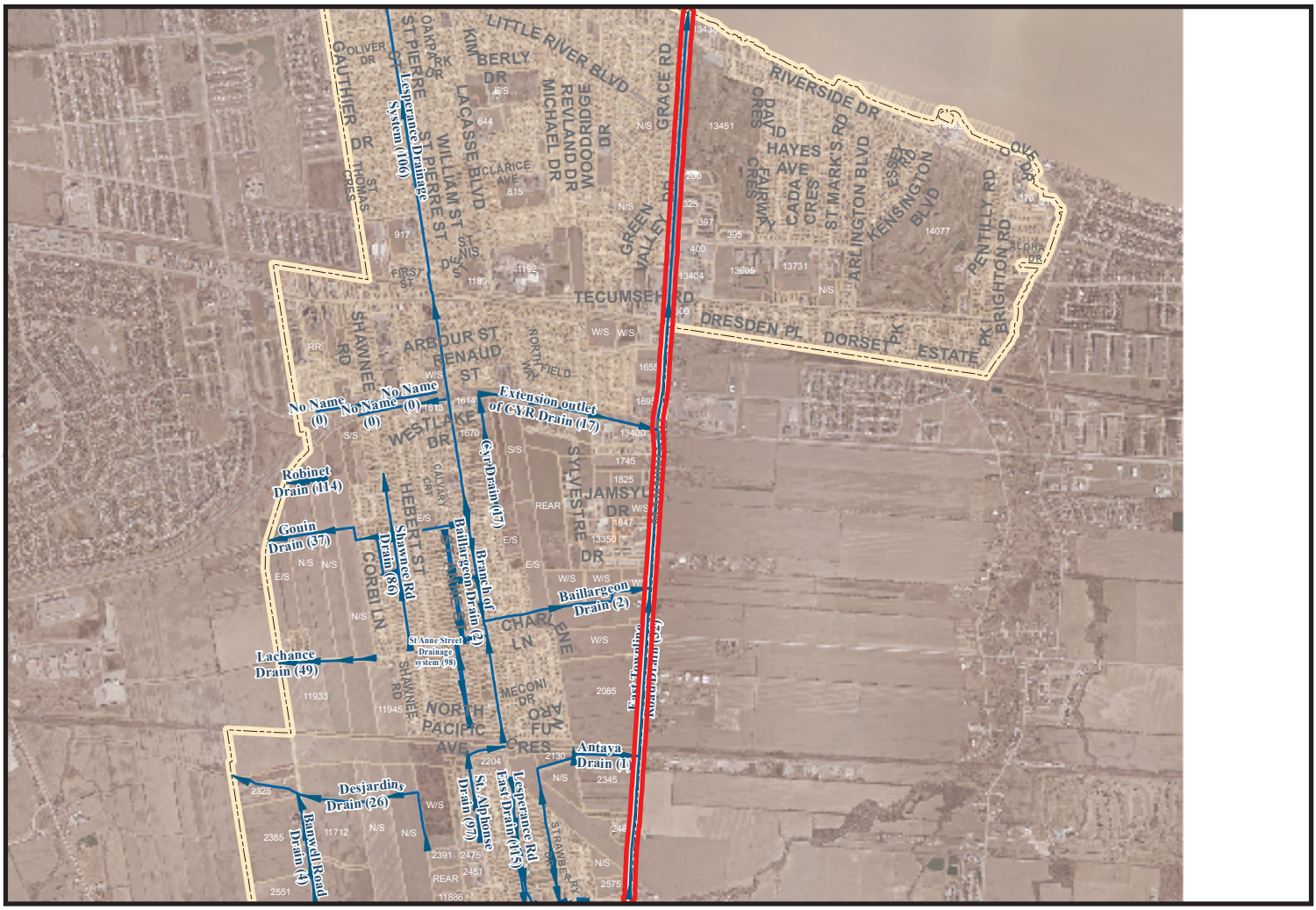
BY-LAWS

466 - 581/1908 - 1644/43 - 2444/58- Report Jan.8/1960 - 1628/68 - 947/68 - 1646/69 - 77-28

COMMENTS

82-27 installation pumping in 1969 BL.1660-part enclosure in1995.

MAP LOCATION



DISCLAIMER

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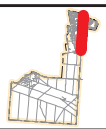
KEY MAP



Drain Number **32**

Date Printed: Mar 26, 2010

Legislation

Section 25(1) – Engineer may assess a block, etc.

The council of the local municipality may direct the engineer to assess as a block, a built-up area designated by the council, and the sum assessed therefor may be levied against all the rateable properties in the designated area proportionately on the basis of the assessed value of the land and buildings.

Section 25(2) – Assessments to be charged against public roads

Where the engineer makes a block assessment under subsection (1), the engineer shall designate the proportion of the assessment to be charged against the public roads in the designated area.

Section 26 – Increased cost, how borne

In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority.

Section 41(1) – Notice of drainage works

Upon the filing of the engineer's report, the council of the initiating municipality, if it intends to proceed with the drainage works, shall, within thirty days of the filing of the report, cause the clerk of the initiating municipality to send a copy of the report and a notice stating,

(a) the date of the filing of the report;
(b) the name or other designation of the drainage works; and
(c) the date of the council meeting at which the report will be considered,

to,

(d) the owners, in the initiating municipality, as shown by the last revised assessment roll to be the owners of lands and roads assessed for the drainage works or for which compensation or other allowances have been provided in the report;
(e) the clerk of every other local municipality in which any land or road that is assessed for the drainage works or for which compensation or other allowances have been provided in the report is situate;
(f) the secretary-treasurer of each conservation authority that has jurisdiction over any land affected by the report;
(g) any railway company, public utility or road authority affected by the report, other than by way of assessment;
(h) the Minister of Natural Resources where land under his or her jurisdiction may be affected by the report; and
(i) the Director.

Section 41(3) – Copy of report not required

Despite subsections (1) and (2), where a block assessment is made, the notice to the owners of the lands so assessed need not be accompanied by a copy of the report.

Section 41(3.1) – Same

Despite subsections (1) and (2), the council of a local municipality is not required to send a copy of the report to owners of lands and roads assessed for a sum of less than $100.

Section 42 – Consideration of report

The council of the initiating municipality at the meeting mentioned in section 41 shall consider the report, and, where the drainage works is requested on petition, shall give an opportunity to any person who has signed the petition to withdraw from it by filing a signed withdrawal with the clerk and shall also give those present owning lands within the area requiring drainage who have not signed the petition an opportunity to do so, and should any of the lands or roads owned by the municipality within the area requiring drainage as described in the petition be assessed, the council may by resolution authorize the head of the municipality to sign the petition for the municipality, and such signature counts as that of one person in favour of the petition.

Section 65(1) – Subsequent subdivision of land

If, after the final revision of an engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works.

Section 65(2) – Agreement on share of assessment

If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1).

Section 76(1) - Varying original assessments for maintenance

The Council of any local municipality liable for contribution to a drainage works in connection with which conditions have changed or circumstances have arisen such as to justify a variation of the assessment for maintenance and repair of the drainage works may make an application to the Tribunal, of which notice has been given to the head of every other municipality affected by the drainage works, for permission to procure a report of an engineer to vary the assessment, and, in the event of such permission being given, such council may appoint an engineer for such purpose and may adopt the report but, if all the lands and roads assessed or intended to be assessed lie within the limits of one local municipality, the council of that municipality may procure and adopt such report without such permission.

Section 76(2) – Proceedings on report of engineer

The proceedings upon such report, excepting appeals, shall be the same, as nearly as may be, as upon the report for construction of the drainage works.

Section 76(3) – Appeal from report of engineer

Any council served with a copy of such report may, within 45 days of such service, appeal to the Tribunal from the finding of the engineer as to the portion of the cost of the drainage works for which the municipality is liable.

Section 76(4) – Appeal from assessment

Any owner of land assessed for maintenance or repair may appeal from the assessment in the report on the grounds and in the manner provided by Section 52 in the case of the construction of the drainage works.

Section 76(5) – Basis of future assessments

An assessment determined under this section shall thereafter, until it is further varied, form the basis of any assessment for maintenance or repair of the drainage works affected thereby.

Section 78(1) – Improving, upon examination and report of engineer

If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it without the petition required in section 4.

Section 78(1.1) – Projects

The projects referred to in subsections (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Construction a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works.

Section 78(2) – Notice to conservation authority

An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected.

Section 78(3) – Powers and duties of engineer

The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act.

Section 78(4) – Proceedings

All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works.

The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: September 10, 2019

Report Number: PWES-2019-44

Subject: Request for Repair and Improvements to Malden Road East Drain
Appointment of Drainage Engineer

Recommendations

It is recommended:

> **That** N.J. Peralta Engineering Ltd**. be appointed** Drainage Engineer to make an examination of the Malden Road East Drain (Drain) as submitted by the owner of Roll No. 400000024000000 in the "Notice of Request for Drain Improvement" dated July 23, 2019;
>
> **And that** a Drainage Report **is prepared** in accordance with Section 78 of the *Drainage Act* (Act), including provisions for future maintenance of the Drain.

Background

The purpose of this report is to provide a summary of the background and other information in order to assist Council in appointing an engineer to examine the drainage area of the Malden Road East Drain (Drain) affected by the improvements of the requested access culvert.

The Malden Road East Drain is located on the southeast side of Malden Road with its upper limit located on the south side of South Talbot Road and its outlet into the Pike Creek Drain via the southeast side of Malden Road. The current by-law for the Drain is Sandwich South By-Law No. 80-50 and the appended Engineers Report (1980 Report) was prepared by C.G. Russell Armstrong Ltd and dated October 15, 1980 under the provisions of the then *Act*.

This 1980 Report included the examination of several Municipal Drains, which included the Malden Road East Drain, the South Talbot Road Drain East, the 12th Line Drain, the Croft

Drain and the South Talbot Road Drain West Drain. As a result of all of these drainage schemes all utilizing the Pike Creek as their outlet, the engineer provided one assessment schedule for all parcels from the upstream most reach of the 12th Concession Drain on the west side of 12th Concession at County Road 8.

As a result of the improvements to the access bridge under the current request, a new report (under Section 78 of the Act) must be completed to reflect any provisions of the 1990 version of the Act. The engineer is to provide for the construction improvements and to distinguish the special benefit, benefit, outlet and injuring liability assessments for same to all upstream lands and roads.

In an effort to be proactive, the Town will request that the entire drain be considered for examination at the prescribed onsite meeting so that recommendations to restore the Drain can be provided for the benefit of all landowners due to the age of the current By-Law.

Comments

Legislation

The sections of the Act referenced within this report are included in Schedule A which is attached to this Council Report as Attachment No. 3.

Required approvals

On July 24, 2019 the Town sent notification to the Essex Region Conservation Authority (ERCA) that the Town had received a request for the repair and improvement of the Drain. On July 26, 2019, ERCA sent notification of the receipt of the request, stating that they do not expect there will be any extraneous comments or concerns with respect to this project.

As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30-day notification to the Conservation Authority who has regulation of the area. This report is in line with those provisions and the 30 days has lapsed.

The proposed drainage works will need to be self-assessed through the Department of Fisheries and Oceans (DFO). In order to obtain a formal Authorization, it may be necessary to provide habitat compensation for loss of habitat for the proposed works. Any resulting impacts to habitat must be replaced with equivalent habitat features. If a Biologist is required, the cost of same becomes the responsibility of the proponent and ultimately considered a drainage cost that will form part of the Report.

The Drain may contain significant species [aquatic species at risk (SAR) as well as plants, animals, habitat, etc.] that are protected under the Endangered Species Act (ESA). The Town will use its SAR Mitigation Plan for Drainage Works under Section 23.9 of Ontario Regulation 242/08. The Town's registered municipal drainage works permitted under Section 23.9 of Ontario Reg. 242/08 will provide the MNRF with the Notice of Drainage Work Activity Form annually and provide information on any encountered species and mitigation plan for same.

Appointment of Engineer

The recommended engineer has completed previous drainage projects for the Town. N.J. Peralta Engineering Ltd. also has information from drainage projects upstream of the current appointment and can utilize that information for better efficiency to all affected landowners. As the Town continues to meet their Strategic Priorities, these attributes from a consultant are crucial in order to ensure future growth is built upon principles of sustainability and strategic decision-making.

Consultations

Public Works & Environmental Services
Financial Services
Corporate Services & Clerk
N.J. Peralta Engineering Ltd.

Financial Implications

The Engineer's Report shall assess for Special Benefit, Benefit, Outlet and liability. A schedule of assessment is to be contained in the report, which details in separate columns, the sums assessed for each parcel of land and each road authority's liability. It is anticipated that the Town will be assessed for both their affected roads and lands within the watershed.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Sam Paglia, P.Eng.
Drainage Superintendent/Engineering Technologist

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
1	Request for Improvement
2	Malden Road Drain – Location Map
3	Schedule A - Drainage Act

Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990,c. D.17, subs. 78(1)

To: The Council of the Corporation of the Town of Tecumseh

Re: Malden Road East Drain

(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ **Changing the course of the drainage works;**
- ☐ **Making a new outlet for the whole or any part of the drainage works;**
- ☐ **Constructing a tile drain under the bed of the whole or any part of the drainage works;**
- ☑ **Constructing, reconstructing or extending bridges or culverts;**
- ☑ **Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;**
- ☐ **Otherwise improving, extending to an outlet or altering the drainage works;**
- ☑ **Covering all or part of the drainage works; and/or**
- ☐ **Consolidating two or more drainage works.**

Provide a more specific description of the proposed drain improvement you are requesting:

Owner is requesting bridge improvement at 6196 Malden Rd.

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description	
CON STR S PT LOT 293	
Ward or Geographic Township	**Parcel Roll Number**
Ward 5	400000024000000

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

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Sole Ownership

Individual or Sole Ownership

Name (Last Name, First Name)	Signature	Date (yyyy/mm/dd)
[redacted]	[redacted]	2019/07/23

Enter the mailing address and primary contact information of property owner below:

Last Name	First Name	Middle Initial
[redacted]	[redacted]	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box
	6196	Malden Road	

City/Town	Province	Postal Code
Tecumseh	Ontario	N0R 1K0

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
	[redacted]	

To be completed by recipient municipality:

Notice filed this 23 day of July 20 19

Name of Clerk (Last Name, First Name)	Signature of Clerk
Moy, Laura	Laura Moy

Ontario

The Corporation of the Town of Tecumseh

Drain Maps

Malden Rd East

DRAIN NUMBER	DRAIN NAME	OUTLET	OUTLET NAME
58	Malden Road East Drain	1	Pike Creek

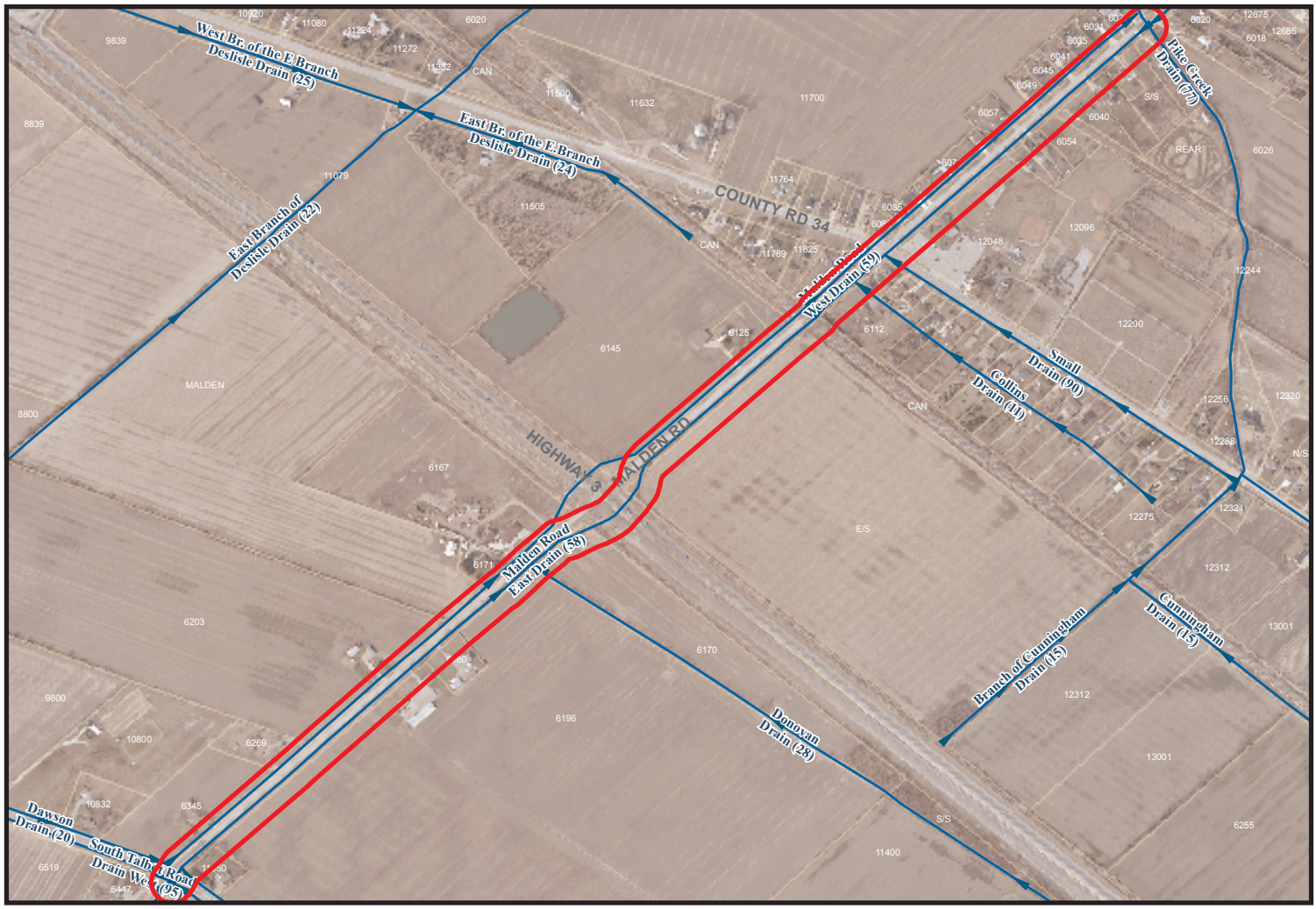
BY-LAWS

71/1897- 384/1916 - 915/1944 -1668/69 (diversion) - 80-50

COMMENTS

BL-7/1897 & BL-384/1916 repair & imp of Malden south -east & -west - BL-915/1944 rep. & imp of Malden south-east-west including south talbot

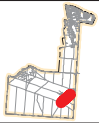
MAP LOCATION



DISCLAIMER

The information within this map is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The Corporation of the Town of Tecumseh assumes no liability for any alleged or actual, incidental or consequential damages resulting from the furnishing, performance or use of this map.

KEY MAP



Drain Number **58**

Date Printed: Mar 26, 2010

Legislation

Section 25(1) – Engineer may assess a block, etc.

The council of the local municipality may direct the engineer to assess as a block, a built-up area designated by the council, and the sum assessed therefor may be levied against all the rateable properties in the designated area proportionately on the basis of the assessed value of the land and buildings.

Section 25(2) – Assessments to be charged against public roads

Where the engineer makes a block assessment under subsection (1), the engineer shall designate the proportion of the assessment to be charged against the public roads in the designated area.

Section 26 – Increased cost, how borne

In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority.

Section 41(1) – Notice of drainage works

Upon the filing of the engineer's report, the council of the initiating municipality, if it intends to proceed with the drainage works, shall, within thirty days of the filing of the report, cause the clerk of the initiating municipality to send a copy of the report and a notice stating,

(a) the date of the filing of the report;
(b) the name or other designation of the drainage works; and
(c) the date of the council meeting at which the report will be considered,

to,

(d) the owners, in the initiating municipality, as shown by the last revised assessment roll to be the owners of lands and roads assessed for the drainage works or for which compensation or other allowances have been provided in the report;
(e) the clerk of every other local municipality in which any land or road that is assessed for the drainage works or for which compensation or other allowances have been provided in the report is situate;
(f) the secretary-treasurer of each conservation authority that has jurisdiction over any land affected by the report;
(g) any railway company, public utility or road authority affected by the report, other than by way of assessment;
(h) the Minister of Natural Resources where land under his or her jurisdiction may be affected by the report; and
(i) the Director.

Section 41(3) – Copy of report not required

Despite subsections (1) and (2), where a block assessment is made, the notice to the owners of the lands so assessed need not be accompanied by a copy of the report.

Section 41(3.1) – Same

Despite subsections (1) and (2), the council of a local municipality is not required to send a copy of the report to owners of lands and roads assessed for a sum of less than $100.

Section 42 – Consideration of report

The council of the initiating municipality at the meeting mentioned in section 41 shall consider the report, and, where the drainage works is requested on petition, shall give an opportunity to any person who has signed the petition to withdraw from it by filing a signed withdrawal with the clerk and shall also give those present owning lands within the area requiring drainage who have not signed the petition an opportunity to do so, and should any of the lands or roads owned by the municipality within the area requiring drainage as described in the petition be assessed, the council may by resolution authorize the head of the municipality to sign the petition for the municipality, and such signature counts as that of one person in favour of the petition.

Section 65(1) – Subsequent subdivision of land

If, after the final revision of an engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works.

Section 65(2) – Agreement on share of assessment

If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1).

Section 76(1) - Varying original assessments for maintenance

The Council of any local municipality liable for contribution to a drainage works in connection with which conditions have changed or circumstances have arisen such as to justify a variation of the assessment for maintenance and repair of the drainage works may make an application to the Tribunal, of which notice has been given to the head of every other municipality affected by the drainage works, for permission to procure a report of an engineer to vary the assessment, and, in the event of such permission being given, such council may appoint an engineer for such purpose and may adopt the report but, if all the lands and roads assessed or intended to be assessed lie within the limits of one local municipality, the council of that municipality may procure and adopt such report without such permission.

Section 76(2) – Proceedings on report of engineer

The proceedings upon such report, excepting appeals, shall be the same, as nearly as may be, as upon the report for construction of the drainage works.

Section 76(3) – Appeal from report of engineer

Any council served with a copy of such report may, within 45 days of such service, appeal to the Tribunal from the finding of the engineer as to the portion of the cost of the drainage works for which the municipality is liable.

Section 76(4) – Appeal from assessment

Any owner of land assessed for maintenance or repair may appeal from the assessment in the report on the grounds and in the manner provided by Section 52 in the case of the construction of the drainage works.

Section 76(5) – Basis of future assessments

An assessment determined under this section shall thereafter, until it is further varied, form the basis of any assessment for maintenance or repair of the drainage works affected thereby.

Section 78(1) – Improving, upon examination and report of engineer

If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it without the petition required in section 4.

Section 78(1.1) – Projects

The projects referred to in subsections (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Construction a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works.

Section 78(2) – Notice to conservation authority

An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected.

Section 78(3) – Powers and duties of engineer

The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act.

Section 78(4) – Proceedings

All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works.

The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: September 10, 2019

Report Number: PWES-2019-45

Subject: Request for Repair and Improvement to the Colchester Townline Drain Appointment of Drainage Engineer

Recommendations

It is recommended:

That Gerard Rood, P.Eng., Rood Engineering Inc. **be appointed** Drainage Engineer to make an examination of the Colchester Townline Drain (Drain) and drainage area as submitted by the Town in the "Notice of Request for Drain Improvement" dated September 25, 2018;

And that a Drainage Report **be prepared** in accordance with Section 78 of the *Drainage Act* (*Act*), including provisions for future maintenance of the Drain.

Background

The Town of Tecumseh (Town) received correspondence from the Town of Amherstburg for a Subsequent connection to the Colchester Townline Drain. The Clerk of the Town of Amherstburg instructed Mr. Gerard Rood, P.Eng., to complete a Report under Section 65(3) of the Drainage Act. The Town of Tecumseh received the Section 65 Report on May 24, 2019 and presented the Report to Council under Report No. PWES-2019-18. Third and final reading was given to the subsequent connection By-Law, being Tecumseh By-Law No. 2019-59.

The Colchester Townline Drain is located on the north side of County Road No. 8 with its upper reach at the 12th Concession and its outlet into the Town of Amherstburg at County Road 9. There are currently four (4) By-laws governing the Drain's full reach.

- By-Law 78-32 – governs the drain section from County Road 9 (Howard Avenue) to County Road 11 (Walker Road).

- By-Law 2019-59 – governs the subsequent connection at 7981 Howard Avenue.

- By-Law 2014-14 – A Section 76 By-Law governs the assessed maintenance costs completed in 2011.

- By-Law 2014-13 – a Section 78 By-Law incorporates two (2) culverts to the drain between the 12th Concession and Walker Road.

A desktop review of the Drain, between Howard Avenue and Walker Road, indicated that the last cleaning occurred in 1978. A repair and improvement report, drafted in 1978 by C. G. Russell Armstrong, dated September 25, 1978 recommended the cleaning and improvement of the Drain including the replacement of several culverts. This report is appended to By-Law No. 78-32.

Subsequent to the work completed under By-Law No. 78-32, the County of Essex submitted a claim on October 24, 1980, for bank failures that occurred in the Drain indicating that they occurred after Drain improvements. A claim of bank stabilization issues was made by the County of Essex to the Drainage Commissioner of Sandwich South on October 24, 1980. The Chief Building Official procured legal advice and received a letter dated February 6, 1981 and prepared by Paroian, Courey, Cohen and Houston Barristers and Solicitors. The Chief Building Official then responded in a letter dated February 24, 1981 indicating that the County does in fact have liability towards the failures as a result of recent road work performed by the County. The County then provided a letter of opinion dated November 13, 1981 by Consulting Engineers, Togham and Case Associates Inc. (Togham). It was the positon of Togham that the slope failures were not the fault of recent road works but more related to soil strength and steep sideslopes that have always been susceptible to slumping/sloughing or bank failures. There is no information in the Town's Drain file confirming that the parties ultimately agreed to the reason for the bank failures following the works completed under By-Law No. 78-32.

The Town has also performed maintenance under By-Law No. 2014-14 for repeated bank failures and bank stabilizations from Concession 12 to Walker Road, in every year consecutively from 2014 to 2019, with the County of Essex making a formal request for maintenance in May of 2015.

During the Town's desktop review of the current By-Law No. 78-32 for the Drain, it was noted that many lands have subdivided, developed and/or changed use since the last engineer's report on that portion of the Drain.

In August 2018, the Town conducted a walkthrough from Walker Road to Howard Avenue and examined the condition and performance of the Drain. The results from this walkthrough concluded that the Drain has considerable sediment build up, a number of bank failures, and heavy brush that is ultimately affecting the performance of the Drain. Four additional culverts were found that are currently not part of the Drain By-Law. The Town has no authority to work on these culverts until such time that they are incorporated as part of a drain bylaw.

Although not required, the Drainage Superintendent held a meeting with affected landowners on July 15, 2015 indicating that the Town had received a request to repair the various bank failures on the Drain. Minutes from this meeting are attached to this report under attachment No. 2.

Since the drainage work on the Drain from the 12th Concession Road to Walker Road, there was a subdivision of land at the11th Concession Road. The Town has prepared an apportionment agreement with respect to same and is awaiting the signatures of the affected lands for their share of costs. This agreement is required in order to utilize By-Law No. 2014-14 to assess the costs associated with multiple years of maintenance on the Drain.

The recommended Section 78 report will provide a complete tool to address the inconsistencies in the various land changes within the watershed and provide recommendations to address the historic and ongoing bank stability issues/responsibilities to the benefit of all affected landowners.

Comments

Legislation

The sections of the *Act* referenced within this report are included in Schedule A that is attached to this Council Report as Attachment No. 3.

Required approvals

On July 31, 2019, the Town sent notification to the Essex Region Conservation Authority (ERCA) that the Town had received a request for the repair and improvement of the Drain.

As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30-day notification to the Conservation Authority who has regulation of the area. This report is in line with those provisions and the 30 days has lapsed.

The proposed drainage works will need to be self-assessed through the Department of Fisheries and Oceans (DFO). In order to obtain a formal Authorization, it may be necessary to provide habitat compensation for loss of habitat for the proposed works. Any resulting impacts to habitat must be replaced with equivalent habitat features. If a Biologist is required, the cost of same becomes the responsibility of the proponent and ultimately considered a drainage cost that will form part of the Report.

The Drain may contain significant species (aquatic species at risk (SAR) as well as plants, animals, habitat, etc.) that are protected under the Endangered Species Act (ESA). The Town will use its SAR Mitigation Plan for Drainage Works under Section 23.9 of Ontario Regulation 242/08. The Town's registered municipal drainage works permitted under Section 23.9 of Ontario Reg. 242/08 will provide the MNRF with the Notice of Drainage Work Activity Form annually and provide information on any encountered species and mitigation plan for same.

Appointment of Engineer

The existing Drain By-Laws are not currently usable with respect to performing the required repair and maintenance or improvements on the Drain. Land severances and illegal culverts would require apportionment agreements and culvert sharing cost agreements for all landowners in the watershed.

Rood Engineering has completed several reports within the Town and recently studied the hydraulics of the watershed in order to complete the Section 65 report. Rood Engineering Inc. is the best fit for this work and facilitates logical economics for the benefit of all affected landowners who are assessed and rely on the Drain for outlet.

Consultations

Financial Services
Corporate Services & Clerk
Rood Engineering Inc.

Financial Implications

The Engineer's Report shall assess for special benefit, benefit, outlet and liability. A schedule of assessment is to be contained in the report, which details in separate columns, the sums assessed for each parcel of land and the road authority's liability. It is anticipated that the Town will be assessed for benefitting municipal roads within the drainage area.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Sam Paglia, P.Eng.
Drainage Superintendent/Engineering Technologist

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Request for Improvement
2	Onsite meeting minutes
3	Schedule A – Drainage Act
4	Colchester Townline Drain – Map

Notice of Request for Drain Improvement

Drainage Act, R.S.O. 1990,c. D.17, subs. 78(1)

To: The Council of the Corporation of the Town of Tecumseh

Re: Colchester Townline Drain

(Name of Drain)

In accordance with section 78(1) of the *Drainage Act*, take notice that I/we, as owner(s) of land affected, request that the above mentioned drain be improved.

The work being requested is (check all appropriate boxes):

- ☐ **Changing the course of the drainage works;**
- ☐ **Making a new outlet for the whole or any part of the drainage works;**
- ☐ **Constructing a tile drain under the bed of the whole or any part of the drainage works;**
- ☑ **Constructing, reconstructing or extending bridges or culverts;**
- ☐ **Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, pumping stations or other protective works in connection with the drainage works;**
- ☑ **Otherwise improving, extending to an outlet or altering the drainage works;**
- ☐ **Covering all or part of the drainage works; and/or**
- ☐ **Consolidating two or more drainage works.**

Provide a more specific description of the proposed drain improvement you are requesting:

The Colchester Townline Drain is in need of maintenance/improvement for the betterment of lands affected by the drain. Additionally, a change in the watershed area from a subsequent connection of a downstream land in the Town of Amherstburg (65(4) of the Drainage Act) and an upstream parcel of land in the Town of Tecumseh has warranted the need for a new assessment schedule for the drain.

Property Owners:

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description	
Colchester Townline Drain	
Ward or Geographic Township	**Parcel Roll Number**
Ward 5	N/A

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner(s) of the property may request a drain improvement.

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Corporation

Corporate Ownership

Name of Signing Officer (Last Name, First Name) (Type/Print)
Sam, Paglia

Name of Corporation	Position Title
Town of Tecumseh	Drainage Superintendent/Engineering Technologist
Signature I have the authority to bind the Corporation.	Date (yyyy/mm/dd) 2018/09/24

Enter the mailing address and primary contact information of property owner below:

Last Name	First Name	Middle Initial
Paglia	Sam	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box
	917	Lesperance Road	

City/Town	Province	Postal Code
Tecumseh	Ontario	N8N 1W9

Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)
519 735-2184	519 818-0101	spaglia@tecumseh.ca

To be completed by recipient municipality:

Notice filed this 25 day of September 20 18

Name of Clerk (Last Name, First Name)	Signature of Clerk
Moy, Laura	

Ontario

Site Meeting: Colchester Townline Drain		
7.14.2015	09:30	Intersection of CR 8 & Malden Rd

Meeting called by	Sam Paglia, EI, Drainage Superintendent
Type of meeting	Site Meeting: General Overview of Proposed Repair & Maintenance to the Colchester Townline Drain
Facilitator	Sam Paglia, EI, Drainage Superintendent
Note taker	Cheryl Curran
Attendees	Landowners: Gerry Santo, Roy Tayfel, Carmen Tayfel, Charley Farough County of Essex: Dan Vujovic, Dan Newman Tecumseh: Sam Paglia, Cheryl Curran

Background

Discussion	Purpose of Meeting & *Drainage Act* Information

Mr. Paglia informed the attendees that the Town received a Request for Maintenance from the County of Essex for the Colchester Townline Drain. The drain banks are failing at several locations along the extent of the drain and sediment and phragmites are prohibiting water from draining efficiently. The drainage problems have also been communicated to the Drainage Superintendent by landowners.

Mr. Paglia explained the purpose of the meeting:

1. To discuss the bank failures along the drain and the required repair;
2. To discuss the drain maintenance going forward; and
3. To discuss the process of repair and maintenance with respect to the *Drainage Act*.

Drain Maintenance

Discussion	Drain Maintenance

Overview

Mr. Paglia provided an overview of the past maintenance work completed on the Colchester Townline Drain. This drain is characteristic of steep slopes (due to its proximity to the road shoulder) and historically has been and continues to be susceptible to bank failure.

Repair and maintenance to the drain was last completed in 2011 – 2012, commencing at the eastern limit of Walker Road and continued upstream to the drain's upper reaches located at the western limit of the 12th Concession. The assessment schedule set out in By-law SS 78-32 was initially used to apportion the costs of the works and the Town issued invoices to the affected landowners in January 2013.

Following a review of the assessment apportionment by Crozier Baird Engineers at that time and concerns voiced by the affected landowners relating to the costs assessed to each landowner, it was found that a new assessment schedule was required to account for severances, zoning and use changes, inequities in the 1978 By-law and changes to drainage patterns in the Colchester Townline Drain.

Council adopted a new maintenance schedule of assessment for the Colchester Townline Drain on May 13th, 2014 under By-law 2014-14.

Section 74	
Discussion	Process

Landowner Concerns with Process

The landowners in attendance at the meeting held July 14, 2015 voiced their frustration with the process to complete the drain maintenance. The landowners agreed that they were dissatisfied with the repair and maintenance work completed by Goodreau Excavating Ltd. in 2012. The landowners and County of Essex representatives agreed that the bank failures occurring today were caused by the contractor undermining the banks of the drainage ditch during their 2012 work. The attendees asked why the Engineer was not on site during construction to ensure the quality of the maintenance work was done in accordance with the approved design.

Sam could not speak to the amount of time the Project Engineer was on-site during Goodreau' s work but did indicate to the attendees that the Engineer is normally not required to be on-site 100% of the time. The Engineer is to take notes, pictures and discuss any issues with the Contractor. All affected landowners are encouraged to walk the extent of the drainage works respecting their safety and report on any notable deficiencies to ensure the quality of work is acceptable.

Quality of the Construction

According to Section 64 of the *Drainage Act*, any owner of land dissatisfied with the quality of the construction of a drainage works at any time during construction or up to one year from the date of completion of the drainage works may inform the Town of said concerns.

The landowners at today's meeting stated that they did contact the Town with concerns but action was not taken at that time. The landowners questioned whether the previous Drainage Superintendent followed the Act. Sam does not have a record of the landowners (and County) concerns that they state were submitted within a year of the construction. Sam will meet with Goodreau to request they fixsome of the failures. Sam requests that if landowners and/or the County of Essex have a copy of any documentation sent to the Town at that time outlining their concerns to please forward them to his attention to ensure it is filed within the Town's records. The landowners then asked if the Town could claim this construction work under its insurance. Sam did indicate that there is a section within the Act that may provide financial assistance to the repair work:

> Section 118(2) states the following: *Where such damages and costs become payable owing to any improper action, neglect, default or omission on the part of the council of any municipality or of any of its officers or employees in the construction, improvement, maintenance or repair of the drainage works or in carrying out the provisions of this Act, the referee or court may direct that the whole or any part of such damages and costs shall be borne by the municipality and be payable out of the general funds thereof.*

The landowners stated that according to the by-law, the work was to be completed from the landowner side of the drain, not the road side. Goodreau did not follow the engineer's Report and completed the drain maintenance from the road side. This deviation from the by-law was approved by Council.

It was asked by landowners if the municipality's taxpayers could pay for the maintenance and repair of the drain. Sam informed the attendees that any drainage work is to be assessed to the benefiting landowners based on the adopted report and By-law 2014-14, but that a letter to Council will be drafted asking for assistance for some of the failures if Goodreau Excavating Ltd. does not agree to fix. Sam also noted that if in fact, Goodreau fixes any of the failures, they will do so out of good faith and not obligation to the contract as the warranty period for this work has long elapsed.

Bank Slopes

It was questioned by the landowners why the slopes of the drain bank are so steep. Sam indicated that while the standard bank slope should be no steeper than a 2:1 slope gradient (the ideal slope being 3:1), these ideal slope gradients cannot be achieved due to the close proximity of the municipal drain to the roadway shoulder and private property. The only way to construct the drain with 2:1 or 3:1 bank slopes is to relocate the drain away from the roadway and encroaching on private property.

It was pointed out at the meeting that 'someone' had placed stone along the banks of the drain from the 9th Concession Road westerly to just east of Walker Sideroad. Sam indicated that this work was done without authorization.

It was noted by one of the attendees that if the downstream ditches were maintained, this would facilitate the drainage of the Colchester Townline Drain. One of the landowners inquired if the Town could make one of the other landowners along a downstream drain submit a request for repair and maintenance. The Town cannot solicit requests, but has the responsibility to maintain and repair all municipal drains; the appointed engineer has a duty to provide that the downstream drain remains a sufficient outlet for the Colchester Townline Drain during the examination and report.

Required Repair & Maintenance Work

Sam inspected the drain earlier this summer (2015) and noted approximately 12 bank cave-ins along the length of the Colchester Townline Drain. Three additional issues were also brought to Sam's attention by abutting landowners.

The repair and maintenance work to the drain, currently requested by the County of Essex, would be completed under Section 74 of the *Drainage Act.* The current by-law for the drain, By-law 2014-14, will be used to recover costs. Assessments to all affected lands would follow the ratios set out and adopted in By-law 2014-14.

Sam further indicated that he cannot speak to what occurred prior to his employment with the Town nor the decisions made regarding this matter beyond what is documented in Town files. Sam requests the affected landowners together make a decision to:

a) Expend their money and efforts in court to ascertain who is responsible for the existing cave-ins along the length of the drain and thus who is responsible for the cost to repair and maintain the drain; or
b) Agree to repair the failing banks and maintain the drain to its original design; the total cost to be assessed to all affected landowners as set out in the assessment schedule. And, to further set a maintenance schedule going forward on a by-annual basis to maintain the condition and efficiency of the drain (i.e. remove phragmites, etc.).

Cost of Work	
Discussion	Estimated Cost of Work & Assessment Schedule

Mr. Paglia explained the maintenance and repair work will be assessed to all benefiting landowners (including the County and Town of Tecumseh) according to the future maintenance schedule in By-law 2014-14.

Agricultural land abutting a municipal drain is assessed 2/3 cost to the landowner and 1/3 grant from OMAFRA (Section 85 (a) of the Act). No other costs (i.e. engineering; surveying) will be included in the repair and maintenance work.

Sam will not assess costs for work without first communicating with the affected landowners.

Contractors	
Discussion	Tender Submissions for Repair and Maintenance
The affected landowners request a list of all contractors that are able to perform the required repair and maintenance. Sam will provide a Contractor List of estimates for the work based on the Town's Procurement Policy. Sam noted that many small contractors do not submit quotes for drain work, as some are not equipped to do the work; some do not have the required insurance or the required bond.	
Meeting Adjournment & Contact Information	
Meeting adjourned at 10:30 a.m. Should any of the attendees wish to discuss the drain maintenance work further, please contact: **Sam Paglia, EI, Drainage Superintendent** **Town of Tecumseh -- 519-735-2184 ext. 105**	

Legislation

Section 25(1) – Engineer may assess a block, etc.

The council of the local municipality may direct the engineer to assess as a block, a built-up area designated by the council, and the sum assessed therefor may be levied against all the rateable properties in the designated area proportionately on the basis of the assessed value of the land and buildings.

Section 25(2) – Assessments to be charged against public roads

Where the engineer makes a block assessment under subsection (1), the engineer shall designate the proportion of the assessment to be charged against the public roads in the designated area.

Section 26 – Increased cost, how borne

In addition to all other sums lawfully assessed against the property of a public utility or road authority under this Act, and despite the fact that the public utility or road authority is not otherwise assessable under this Act, the public utility or road authority shall be assessed for and shall pay all the increase of cost of such drainage works caused by the existence of the works of the public utility or road authority.

Section 41(1) – Notice of drainage works

Upon the filing of the engineer's report, the council of the initiating municipality, if it intends to proceed with the drainage works, shall, within thirty days of the filing of the report, cause the clerk of the initiating municipality to send a copy of the report and a notice stating,

(a) the date of the filing of the report;
(b) the name or other designation of the drainage works; and
(c) the date of the council meeting at which the report will be considered,

to,

(d) the owners, in the initiating municipality, as shown by the last revised assessment roll to be the owners of lands and roads assessed for the drainage works or for which compensation or other allowances have been provided in the report;
(e) the clerk of every other local municipality in which any land or road that is assessed for the drainage works or for which compensation or other allowances have been provided in the report is situate;
(f) the secretary-treasurer of each conservation authority that has jurisdiction over any land affected by the report;
(g) any railway company, public utility or road authority affected by the report, other than by way of assessment;
(h) the Minister of Natural Resources where land under his or her jurisdiction may be affected by the report; and
(i) the Director.

Section 41(3) – Copy of report not required

Despite subsections (1) and (2), where a block assessment is made, the notice to the owners of the lands so assessed need not be accompanied by a copy of the report.

Section 41(3.1) – Same

Despite subsections (1) and (2), the council of a local municipality is not required to send a copy of the report to owners of lands and roads assessed for a sum of less than $100.

Section 42 – Consideration of report

The council of the initiating municipality at the meeting mentioned in section 41 shall consider the report, and, where the drainage works is requested on petition, shall give an opportunity to any person who has signed the petition to withdraw from it by filing a signed withdrawal with the clerk and shall also give those present owning lands within the area requiring drainage who have not signed the petition an opportunity to do so, and should any of the lands or roads owned by the municipality within the area requiring drainage as described in the petition be assessed, the council may by resolution authorize the head of the municipality to sign the petition for the municipality, and such signature counts as that of one person in favour of the petition.

Section 65(1) – Subsequent subdivision of land

If, after the final revision of an engineer's assessment of land for a drainage works, the land is divided by a change in ownership of any part, the clerk of the local municipality in which the land is situate shall instruct an engineer in writing to apportion the assessment among the parts into which the land was divided, taking into account the part of the land affected by the drainage works.

Section 65(2) – Agreement on share of assessment

If the owners of the subdivided land mutually agree on the share of the drainage assessment that each should pay, they may enter into a written agreement and file it with the clerk of the local municipality and, if the agreement is approved by the council by resolution, no engineer need be instructed under subsection (1).

Section 76(1) - Varying original assessments for maintenance

The Council of any local municipality liable for contribution to a drainage works in connection with which conditions have changed or circumstances have arisen such as to justify a variation of the assessment for maintenance and repair of the drainage works may make an application to the Tribunal, of which notice has been given to the head of every other municipality affected by the drainage works, for permission to procure a report of an engineer to vary the assessment, and, in the event of such permission being given, such council may appoint an engineer for such purpose and may adopt the report but, if all the lands and roads assessed or intended to be assessed lie within the limits of one local municipality, the council of that municipality may procure and adopt such report without such permission.

Section 76(2) – Proceedings on report of engineer

The proceedings upon such report, excepting appeals, shall be the same, as nearly as may be, as upon the report for construction of the drainage works.

Section 76(3) – Appeal from report of engineer

Any council served with a copy of such report may, within 45 days of such service, appeal to the Tribunal from the finding of the engineer as to the portion of the cost of the drainage works for which the municipality is liable.

Section 76(4) – Appeal from assessment

Any owner of land assessed for maintenance or repair may appeal from the assessment in the report on the grounds and in the manner provided by Section 52 in the case of the construction of the drainage works.

Section 76(5) – Basis of future assessments

An assessment determined under this section shall thereafter, until it is further varied, form the basis of any assessment for maintenance or repair of the drainage works affected thereby.

Section 78(1) – Improving, upon examination and report of engineer

If a drainage works has been constructed under a by-law passed under this Act or any predecessor of this Act, and the council of the municipality that is responsible for maintaining and repairing the drainage works considers it appropriate to undertake one or more of the projects listed in subsection (1.1) for the better use, maintenance or repair of the drainage works or of lands or roads, the municipality may undertake and complete the project in accordance with the report of an engineer appointed by it without the petition required in section 4.

Section 78(1.1) – Projects

The projects referred to in subsections (1) are:

1. Changing the course of the drainage works.
2. Making a new outlet for the whole or any part of the drainage works.
3. Construction a tile drain under the bed of the whole or any part of the drainage works.
4. Constructing, reconstructing or extending embankments, walls, dykes, dams, reservoirs, bridges, pumping stations or other protective works in connection with the drainage works.
5. Otherwise improving, extending to an outlet or altering the drainage works.
6. Covering all or part of the drainage works.
7. Consolidating two or more drainage works.

Section 78(2) – Notice to conservation authority

An engineer shall not be appointed under subsection (1) until thirty days after a notice advising of the proposed drainage works has been sent to the secretary-treasurer of each conservation authority that has jurisdiction over any of the lands that would be affected.

Section 78(3) – Powers and duties of engineer

The engineer has all the powers and shall perform all the duties of an engineer appointed with respect to the construction of a drainage works under this Act.

Section 78(4) – Proceedings

All proceedings, including appeals, under this section shall be the same as on a report for the construction of a drainage works.

The Corporation of the Town of Tecumseh

Drain Maps

Colchester Townline

DRAIN NUMBER	DRAIN NAME	OUTLET	OUTLET NAME
10	Colchester Townline Drain	3	Canard River

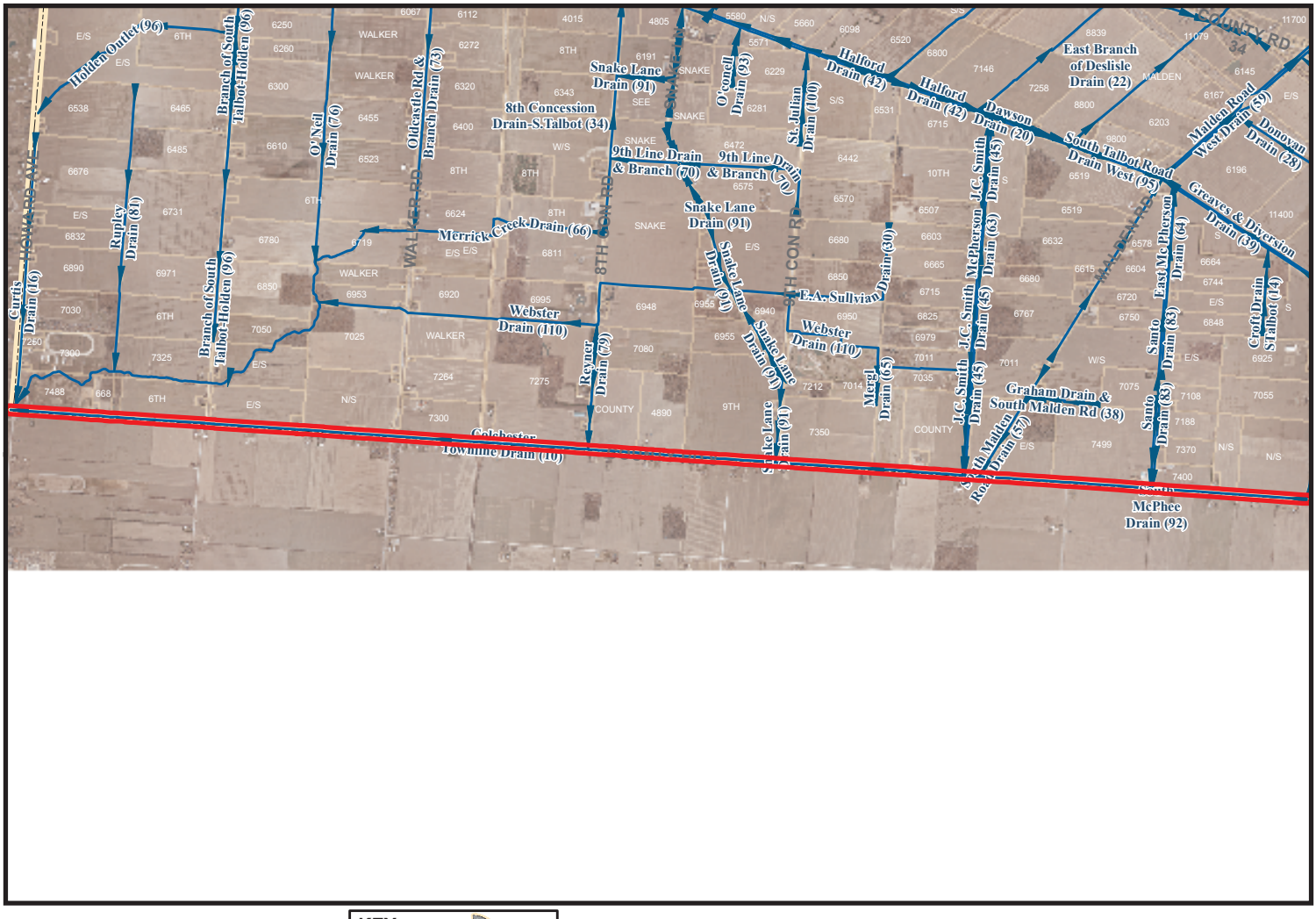
BY-LAWS

64/1896-140/1902-455/19-899/43-1116/53-1407/62 - 77-59 - 78-32

COMMENTS

455/1919 const.new bridge. Report on Oct.7/36 maint.-rep.& imp. - Report on Jun.18/62- Report on Oct.31/1966 report of relocation- letters mention in 1982, rep.& imp.dich due to erosion report BC-97-049 -maintenance In 1998 & 1999, maintenance according to assessm.BL78-32. By-Law does not include area of drain from 12th Concession to Manning Road.

MAP LOCATION



DISCLAIMER

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KEY MAP

Drain Number **10**

Date Printed: Mar 26, 2010

The Corporation of the
Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: September 10, 2019

Report Number: PWES-2019-43

Subject: Tecumseh Road/Lacasse Boulevard Intersection Analysis
Traffic Analysis and Recommendations

Recommendations

It is recommended:

That Report No. PWES-2019-43 Tecumseh Road/Lacasse Boulevard Intersection Analysis – Traffic Analysis and Recommendations **be received**.

Background

Administration received a number of concerns respecting the traffic operation at the intersection of Tecumseh Road at Lacasse Boulevard i.e. lengthy queues and delays, especially regarding the westbound traffic flow.

In order to determine whether improvements to the geometric design of the roadway would alleviate the queue lengths and times for westbound traffic at said intersection, a traffic analysis would be required.

At the December 12, 2017 Regular Meeting of Council, Council approved recommendations of Report No. 57/17 titled “2018-2022 Public Works & Environmental Services Capital Works Plan” that authorized Administration to proceed with the 2018 capital works projects including the Tecumseh Road/Lacasse Boulevard Intersection Analysis (Motion: RCM-441/17).

Dillon Consulting Limited (Dillon) was retained to complete this project. The traffic analysis was undertaken to determine whether improvements to the geometric design of the roadway, including traffic signal improvements, would be warranted at this time.

Comments

On July 2, 2019, Dillon submitted the final report titled “Tecumseh Road/Lacasse Boulevard Intersection Analysis – Traffic Analysis and Recommendations” to the Town that outlined the results of the traffic analysis related to the existing traffic operations at the Tecumseh Road/Lacasse Boulevard intersection, including an evaluation of alternative solutions and recommendations.

Existing Intersection Configuration

The existing intersection configuration is illustrated in the figure below.

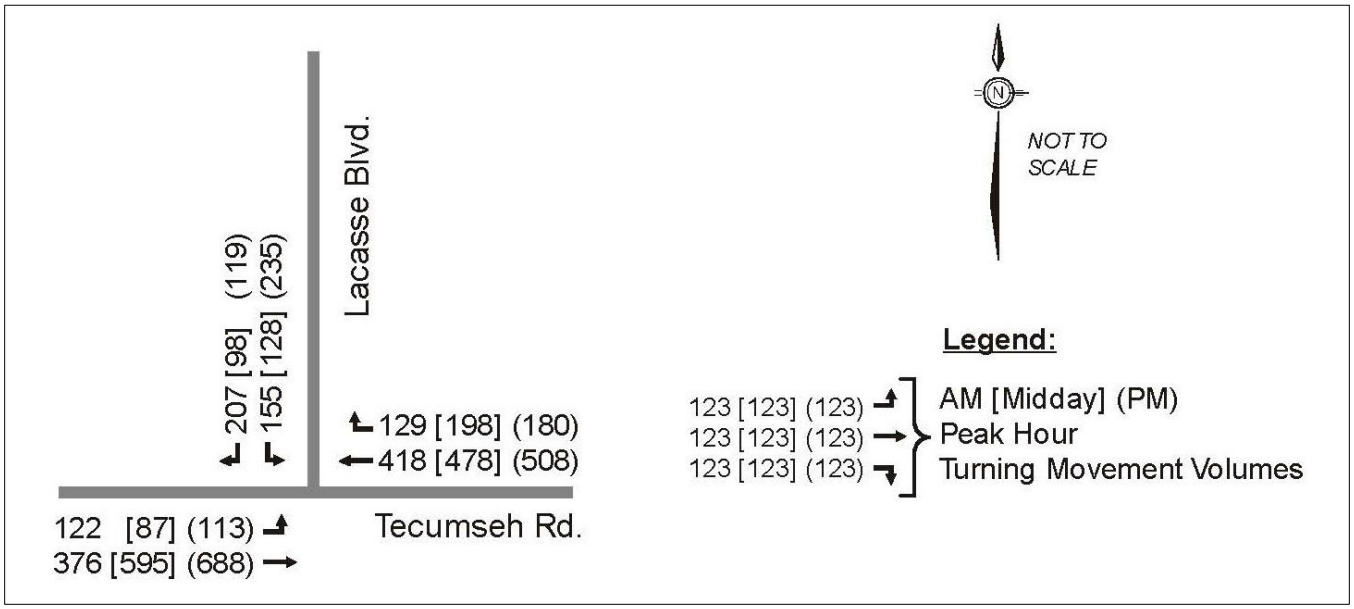
The existing pavement width east of the intersection is approximately 13.8 m and is comprised of the following elements:

- 1.5 m westbound bicycle land
- 3.75 m westbound through/right lane turn
- 3.3 m inside eastbound lane
- 4.0 m outside eastbound lane
- 1.25 m eastbound bicycle lane

Existing Traffic Volumes

On Thursday, April 26, 2018, traffic volumes were recorded by Dillon from 6:00 AM to 9:00 AM, 11:00 AM to 1:00 PM and 3:00 PM to 6:00 PM.

The existing peak hour traffic volumes on Tecumseh Road at Lacasse Boulevard are illustrated in the figure below.



Following the traffic counts conducted in April 2018, the traffic signal timings were adjusted in August 2018. This adjustment resulted in:

- an 18% reduction in the westbound queue length during the midday and PM peak hours;
- improved the overall level of service (LOS) from a LOS C to LOS B during the PM peak hour; and
- a minor reduction in delay during the AM and PM peak hours.

LOS is a qualitative measure used to relay the quality of motor vehicle traffic service. LOS is used to analyze roadways and intersections by categorizing traffic flow and assigning quality levels of traffic based on performance measure like vehicle speed, density, congestion, etc.

The highest possible rating is LOS ‘A’. LOS ‘A’ to ‘D’ presents the acceptable operating conditions, while LOS ‘E’ reflects congested conditions and LOS ‘F’ reflects failure (i.e. long delay).

The table illustrated below outlines the intersection operations during the AM, midday and PM peak hours under both traffic timing scenarios (Scenario 1: April 2018 and Scenario 2: August 2018).

Movement	AM peak hour				Midday peak hour				PM peak hour			
	v/c	Delay (s/veh)	LOS	95th %ile queue (m)	v/c	Delay (s/veh)	LOS	95th %ile queue (m)	v/c	Delay (s/veh)	LOS	95th %ile queue (m)
Scenario 1: Original traffic signal timing plans (in effect during traffic survey)												
EB left	0.37	7.7	A	15	0.24	5.4	A	9	0.32	8.2	A	15
EB through	0.39	7.9	A	49	0.52	8.3	A	73	0.61	12.0	B	115
WB through	0.78	26.0	C	129	0.77	21.7	C	166	0.80	27.2	C	193
SB left	0.60	37.0	D	43	0.46	33.1	C	36	0.65	36.7	D	61
SB right	0.51	7.5	A	12	0.30	8.7	A	13	0.28	7.1	A	13
Overall	—	**18.1**	**B**	—	—	**15.9**	**B**	—	—	**20.3**	**C**	—
Scenario 2: Current traffic signal timing plans												
EB left	0.38	7.1	A	11	0.24	5.4	A	9	0.30	6.4	A	10
EB through	0.39	7.2	A	38	0.52	8.3	A	71	0.59	10.1	B	83
WB through	0.80	25.0	C	108	0.77	21.6	C	160	0.78	23.3	C	158
SB left	0.62	37.6	D	43	0.46	32.2	C	36	0.72	42.1	D	68
SB right	0.52	8.2	A	13	0.30	8.7	A	13	0.31	8.0	A	14
Overall	—	**17.6**	**B**	—	—	**15.8**	**B**	—	—	**18.7**	**B**	—

Typically, an individual movement at an intersection would be considered to be “critical” once it exceeds a volume capacity (v/c) ratio of 0.85 (or 1.00 for dedicated turn lanes), or once the level of service reaches LOS E or F, or once queues exceed the available storage length.

The westbound approach (on Tecumseh Road) experiences somewhat higher delays and a lower level of service than other movements; however, the levels of service are all below critical thresholds.

While the timing adjustments (from April to August 2018) did improve the intersection operations to some extent, the v/c ratios were not substantially impacted for the westbound approach.

Potential Alternatives

A number of alternative solutions were evaluated to determine whether there are opportunities to enhance traffic operations at the intersection of Tecumseh Road and Lacasse Boulevard:

1. Do Nothing

   The updated signal timings at the intersection have improved the queues and delays on both the westbound and eastbound approaches during the PM peak hour. As such, the level of service is not considered to be critical.

   Maintaining the intersection “as is” could also be considered to be a strategic measure that governs how much traffic enters the (Tecumseh Road) Community Improvement Plan (CIP) area displacing the queues and/or congestion on Tecumseh Road from a more sensitive location at the Lesperance Road intersection to a less sensitive location at the Lacasse intersection. Furthermore, this option also allows for less queuing over the VIA Rail tracks.

2. Traffic Signal Operational Improvements

   Consideration was also given to further refine the traffic signal operations to increase capacity and reduce delays on the westbound approach:

   - Reduction in the gap parameters so that the signal is more responsive to gaps on the minor movements (southbound; eastbound left turn).

   - Adjustments to the signal timings, either to provide proportionally more time to the east/west movements, and/or shortening the cycle to increase turnover. The effectiveness of these types of adjustments may depend on timing pedestrian clearance intervals.

   - Replacement of the detector in the eastbound left turn lane. The existing detector is at the stop bar, so it calls the left turn phase if there is a single vehicle waiting (at any time of day). This could be replaced with a setback detector that only calls the left turn phase if three or more vehicles are waiting. Normally this type of modification would be recommended as a design that only calls the left turn arrow when it is needed to mitigate left turn capacity constraints. However, in this case it might be preferable to prioritize the left turn, at the expense of a minor reduction in overall efficiency, because of the proximity to the level rail crossing. This change would also require a realignment of the lanes (pavement marking modifications) to gain additional storage length in the left turn lane. This adjustment would also need to be compatible with any Tecumseh Road Streetscape street layouts.

   Dillon anticipates that the above-noted operational improvements would have a relatively minor impact on the traffic operations and would not substantially change the overall results.

3. Roadway Modifications

   In order to achieve a more substantial increase in capacity and a more substantial reduction in queues and delays on the westbound approach, a right lane would be required.

   Several means of accommodating a westbound right turn lane were identified. All alternatives include the following two measures: (1) Eastbound lane reduction east of the intersection and (2) Southerly lane shift of eastbound left turn lane

   The following roadway modification were evaluated to accommodate a right lane for westbound traffic, and are depicted visually on pages 7 to 10 on Attachment No.1:

   (a) Alternative 1 - Road Widening on North Side

   - Road widening by 1.5 m to the north, allowing for a right turn lane and a separate bicycle lane.

- Advantages: allow a right turn lane to be provided without affecting any existing vehicular bicycle lanes.

- Disadvantages: widening of road results in higher construction cost; would require consideration for signal reconfiguration; would impact existing trees and landscaping; potential to have property impacts.

- Estimated cost: $390,000

(b) Alternative 2 - Lane Shift through Intersection

- No pavement widening. Right turn lane and separate bicycle lane.

- Advantages: allow a right turn lane to be provided while maintaining the westbound bicycle lane to the intersection, without requiring substantial construction and without impacting existing landscaping. No road reconstruction required. The modifications would be based around pavement marking adjustments.

- Disadvantages: westbound lane would no longer be aligned when crossing Lacasse Boulevard. There would be a lane shift of 1.5 metres to the right when traveling westbound. While the tapered angle would be reasonable, achieving the lane shift through this intersection would be considered undesirable as it would introduce conflicts with eastbound left turning vehicles at the center of the intersection.

- Estimated cost: $50,000

(c) Alternative 3 - Shared Westbound Right Turn/Bicycle Lane

- No pavement widening. Shared right turn and bicycle lane.

- Advantages: allows a right turn lane to be provided without requiring substantial construction and without requiring a westbound lane shift through the intersection. While cyclists would need to ride in mixed traffic, they would be in a lower-volume lane and could be directed/positioned on the correct side of right-turning traffic.

- Disadvantages: cyclists no longer have dedicated lane for the last 65 meters before the intersection and would need to ride in mixed traffic over that distance. If a shorter right turn lane is provided to reduce cyclist exposure, the traffic benefits would be somewhat lower than Alternatives 1 and 2.

- Estimated cost: $50,000

(d) Alternative 4 - Wide Westbound Lane

- No pavement widening. Wide westbound lane with a separate bicycle lane.
- Advantages: the westbound bicycle lane would continue to extend to the intersection. Sufficient lane width would allow right turning vehicles to bypass through traffic.
- Disadvantages: Cyclists would not be positioned on the correct side of right turning traffic, leading to potential for right turns to be made across path of cyclists. If the wider westbound lane extends over a shorter distance to reduce cyclist exposure, the traffic benefits would be reduced. The traffic benefits may also be lower than Alternative 3 since, during the green signal, right turning vehicles would be more likely to affect through traffic using the same lane.
- Estimated cost: $50,000

Truck Turning Path Assessments

During the April 2018 vehicle count, only 17 trucks of varying sizes were observed making the westbound right turn movement from Tecumseh Road to Lacasse Boulevard.

Vehicle turning path assessments were conducted to verify the space required for a truck to make a westbound right turn from Tecumseh Road to Lacasse Boulevard. The turning path assessments were based on Alternative 3, which maintains the curbs in their existing locations but realigns the lanes on the westbound approach. Turning path assessments were undertaken using AutoTURN software.

The findings from the assessment are as follows:

- A single unit truck would be able to start a westbound right turn form the right turn lane and complete the turn without crossing the curb or encroaching on the opposing southbound lane.
- A small tractor-trailer would be able to start a westbound right turn from the right turn lane and complete the turn without crossing the curb, but would encroach on the southbound left turn lane.
- Larger tractor-trailers would need to start their turn from the westbound through lanes and would also need to encroach on the southbound left turn lane (on Lacasse Boulevard).

Tractor-trailers already require a similar level of encroachment under current conditions. As such, the design alternatives listed above would not be more restrictive than the

existing configuration with respect to available pavement for turning movements, and accommodates the vehicles most commonly observed at the intersection.

Recommendations

Based on Dillon's analysis, the intersection at Tecumseh Road and Lacasse Boulevard is considered to be acceptable:

- Traffic volumes are far enough below capacity that the intersection turning movements would not normally be considered to be critical; and
- Levels of service are reasonable.

Additional traffic signal operational improvements, further to the updated signal timings completed in August 2018, are anticipated to be relatively minor and would not substantially alter the existing conditions at this intersection.

Roadway geometric improvements could result in varying levels of improvements to traffic operations. Given that the intersection is considered to be operating at an acceptable level of service at this time, implementing roadway geometric modifications is not considered warranted.

Accordingly, Dillon recommends the Town "Do Nothing" at this time and re-evaluate the traffic operations at this intersection in five years, or when a change in traffic conditions becomes apparent.

Consultations

Dillon Consulting Limited

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☐	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

Cheryl Curran, BES
Clerk I Administrative Clerk

Reviewed by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
1	Tecumseh Road/Lacasse Boulevard Intersection Analysis, Traffic Analysis and Recommendations, July 2, 2019, Dillon Consulting

DILLON CONSULTING

TOWN OF TECUMSEH

Tecumseh Road / Lacasse Boulevard Intersection Analysis

Traffic Analysis and Recommendations

July 2019 –18-7539

July 2, 2019

SENT ELECTRONICALLY VIA EMAIL

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Attention: Mr. Phil Bartnik, P.Eng.,
Director, Public Works & Environmental Services

Tecumseh Road / Lacasse Boulevard Intersection Analysis
Final Report and Recommendations

Dear Mr. Bartnik:

The enclosed report outlines the results of our analysis related to the existing traffic operations at the intersection of Tecumseh Road and Lacasse Boulevard, including an evaluation of alternative solutions and recommendations.

Please contact us should you have any further questions or require further clarification.

Sincerely,

DILLON CONSULTING LIMITED

Flavio R. Forest, P.Eng.,
Project Manager

ACW:ges:sll

Enclosure(s)

cc: Mr. John Henderson, Town of Tecumseh

Our file: 18-7539

Table of Contents

1.0 Background 1
1.1 Purpose 1
1.2 Previous Studies 1
1.2.1 Environmental Study Report 1
1.2.2 Town of Tecumseh Transportation Master Plan (TMP) 1
2.0 Existing Conditions 2
2.1 Existing Traffic Volumes 2
2.2 Existing Intersection Operations 2
3.0 Potential Alternatives 4
3.1 Do Nothing 4
3.2 Traffic Signal Operational Improvements 4
3.3 Roadway Geometric Modifications 5
3.3.1 Anticipated Operational Impacts 5
3.3.2 Potential Opportunities 6
3.4 Truck Turning Path Assessments 11
4.0 Recommendations 13

Figures

Figure 1: Existing Peak Hour Traffic Volumes, Tecumseh Road at Lacasse Boulevard 2
Figure 2: Existing Intersection Configuration 6
Figure 3: Alternative 1: Road Widening on North Side 7
Figure 4: Alternative 2: Lane Shift Through Intersection 8
Figure 5: Alternative 3: Shared Westbound Right Turn / Bicycle Lane 9
Figure 6: Alternative 4: Wide Westbound Lane with Separate Bicycle Lane 10
Figure 7: WB-12M Vehicle Turning Movement Simulation 12
Figure 8: WB-19M Vehicle Turning Movement Simulation 12
Figure 9: WB-20M Vehicle Turning Movement Simulation 12

Tables

Table 1: Existing Intersection Operations, Tecumseh Road at Lacasse Boulevard 3
Table 2: Anticipated Traffic Operations with Westbound Right Turn Lane 5

Appendices

A Traffic Volume Data
B Intersection Analysis Worksheets – Scenario 1 Previous Configuration
C Intersection Analysis Worksheets – Scenario 2 Current Configuration

1.0 Background

1.1 Purpose

The Town of Tecumseh (Town) has been considering the addition of a westbound right turn lane at the intersection of Tecumseh Road and Lacasse Boulevard, depending on the degree of improvements to traffic operations that may be achieved during peak periods. This traffic analysis was completed to determine whether improvements to the geometric design of the roadway, including traffic signal improvements, would be warranted at this time.

1.2 Previous Studies

1.2.1 Environmental Study Report

An Environmental Study Report (ESR) for the improvements to the Tecumseh Road East and Manning Road corridors was completed by the Town of Tecumseh in May 2004. These roadway improvements have now been implemented, though the recommended westbound right turn lane at the intersection of Tecumseh Road and Lacasse Boulevard was not completed, as it was identified as future works which were dependent on the warrants.

The justification for the turning lane was partially based on the understanding that trucks entering and exiting the site of the food processing facility at the northeast corner of Tecumseh Road and Lacasse Boulevard (previously Family Tradition Foods, currently Bonduelle Canada Inc.) have historically experienced difficulty with maneuvering and experienced delays in entering/exiting the facility.

The current shipping and receiving entrance for Bonduelle Canada Inc. is located directly off of Tecumseh Road, east of the intersection. This entrance allows for large vehicles to enter and exit the facility without the need to utilize the Lacasse and Tecumseh Intersection. Recent concerns have not been identified by the Town of Tecumseh from this property owner.

1.2.2 Town of Tecumseh Transportation Master Plan (TMP)

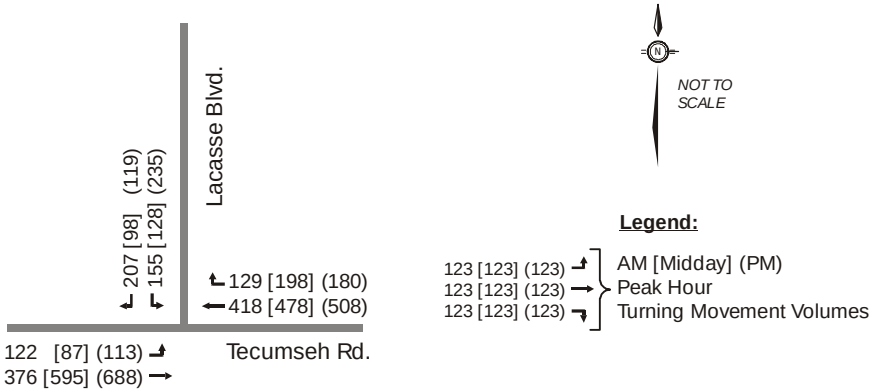
Based on the Town of Tecumseh Transportation Master Plan (TMP) completed in 2017, Tecumseh Road has been classified as a two lane “main street” west of the railway tracks, and as a minor arterial to the east, including the Lacasse Boulevard intersection. In comparison, Tecumseh Road was classified as a collector road at the time of the 2004 ESR.

2.0 Existing Conditions

2.1 Existing Traffic Volumes

Traffic volumes were surveyed by Dillon on Thursday, April 26, 2018 from 6:00–9:00 AM, 11:00 AM–1:00 PM, and 3:00–6:00 PM. The intersection survey results are provided in ***Appendix A***. The peak hour volumes are illustrated in ***Figure 1***.

Figure 1: Existing Peak Hour Traffic Volumes, Tecumseh Road at Lacasse Boulevard



Truck and pedestrian activity were observed to be relatively low. Trucks comprised 1% to 2% of overall intersection traffic. Pedestrian activity was negligible during the AM and midday periods, and low during the PM peak period (approximately 7 pedestrian crossings per hour).

2.2 Existing Intersection Operations

Traffic analyses were undertaken based on the April 2018 counts. Following the completion of those traffic counts, the traffic signal timings at this intersection were adjusted in August 2018. The existing intersection volumes were analyzed under the previous timings that were in place at the time of the counts (Scenario 1), as presented in **Appendix B**, and the new updated timings that are currently in effect (Scenario 2), as presented in **Appendix C**.

Table 1 outlines the intersection operations during the AM, midday and PM peak hours under both traffic signal timing scenarios.

Table 1: Existing Intersection Operations, Tecumseh Road at Lacasse Boulevard

Movement	AM peak hour				Midday peak hour				PM peak hour			
	v/c	Delay (s/veh)	LOS	95th %ile queue (m)	v/c	Delay (s/veh)	LOS	95th %ile queue (m)	v/c	Delay (s/veh)	LOS	95th %ile queue (m)
Scenario 1: Original traffic signal timing plans (in effect during traffic survey)												
EB left	0.37	7.7	A	15	0.24	5.4	A	9	0.32	8.2	A	15
EB through	0.39	7.9	A	49	0.52	8.3	A	73	0.61	12.0	B	115
WB through	0.78	26.0	C	129	0.77	21.7	C	166	0.80	27.2	C	193
SB left	0.60	37.0	D	43	0.46	33.1	C	36	0.65	36.7	D	61
SB right	0.51	7.5	A	12	0.30	8.7	A	13	0.28	7.1	A	13
Overall	—	**18.1**	**B**	—	—	**15.9**	**B**	—	—	**20.3**	**C**	—
Scenario 2: Current traffic signal timing plans												
EB left	0.38	7.1	A	11	0.24	5.4	A	9	0.30	6.4	A	10
EB through	0.39	7.2	A	38	0.52	8.3	A	71	0.59	10.1	B	83
WB through	0.80	25.0	C	108	0.77	21.6	C	160	0.78	23.3	C	158
SB left	0.62	37.6	D	43	0.46	32.2	C	36	0.72	42.1	D	68
SB right	0.52	8.2	A	13	0.30	8.7	A	13	0.31	8.0	A	14
Overall	—	**17.6**	**B**	—	—	**15.8**	**B**	—	—	**18.7**	**B**	—

Typically, an individual movement at an intersection would be considered to be "critical" once it exceeds a volume to capacity (v/c) ratio of 0.85 (or 1.00 for dedicated turn lanes), or once the level of service reaches LOS E or F, or once queues exceed the available storage length.

The v/c ratio on the westbound approach is between 0.77 and 0.80 during all peak hours. This is approaching the critical threshold but generally would still be considered to be acceptable. All other v/c ratios are 0.72 or less.

The intersection is operating at a good overall level of service (LOS B). The westbound approach is at LOS C; the southbound left turn is at LOS C to D; all other movements are at LOS A to B. Therefore, while the westbound approach experiences somewhat higher delays and a lower level of service than other movements, the levels of service are all below critical thresholds.

The westbound queue is calculated to extend approximately 160 metres during the midday and PM peak hour, corresponding to a point just west of the bend in the road and the change in cross-section from two westbound lanes to one westbound lane. Although this queue would not conflict with other driveways or intersections, it is an indication that at some times during the midday and PM peak hour, there may be more vehicles queued than can be accommodated in one green signal.

There is a storage length of approximately 45 metres in the eastbound lane before reaching the upstream level rail crossing. The calculated 95th percentile queue can be accommodated in this distance during the AM peak hour, but extends beyond the rail crossing during the midday and PM peak hours.

The 2018 traffic signal timing adjustments resulted in an 18% reduction in the westbound queue length during the midday and PM peak hours, improved the overall level of service from LOS C to LOS B during the PM peak hour, and resulted in a minor reduction in delay during the AM and PM peak hours (both overall and on the westbound approach specifically). The timing adjustments did not substantially impact the v/c ratios for the westbound approach.

3.0 Potential Alternatives

3.1 Do Nothing

Based on our analysis of traffic operations under the previous signal timings, the worst case scenario for the westbound approach would be considered acceptable (i.e., traffic volumes are far enough below capacity that the intersection turning movements would not normally be considered to be critical; and levels of service are reasonable).

With the updated signal timings, the queues and delays have become a little shorter on the westbound approach during the PM peak hour, as have those on the eastbound approach. It was noted that the eastbound queues still extend across the level rail crossing, though the duration of this extended queue length has been reduced.

Further, the signal (as it is presently configured) governs how much traffic can enter the CIP area. Maintaining the intersection "as is" could be considered to be a strategic measure that displaces queuing and/or congestion from a more sensitive location (Lesperance Road intersection in the CIP area) to a less sensitive location (Lacasse intersection with less sensitive adjacent uses). This option also allows for less queuing over the VIA Rail tracks.

3.2 Traffic Signal Operational Improvements

The following opportunities to further refine the traffic signal operations were considered to increase capacity and reduce delays on the westbound approach:

- Reduction in the gap parameters so that the signal is more responsive to gaps on the minor movements (southbound; eastbound left turn).
- Adjustments to the signal timings, either to provide proportionally more time to the east/west movements, and/or shortening the cycle to increase turnover. The effectiveness of these types of adjustments may depend on the Town of Tecumseh's policy on timing pedestrian clearance intervals.
- Replacement of the detector in the eastbound left turn lane. The existing detector is at the stop bar, so it calls the left turn phase if there is a single vehicle waiting (at any time of day). This could be replaced with a setback detector that only calls the left turn phase if 3 or more vehicles are waiting. Normally this type of modification would be recommended as a design that only calls the left turn arrow when it is needed to mitigate left turn capacity constraints. However, in this case it might be preferable to prioritize the left turn, at the expense of a minor reduction in overall efficiency, because of the proximity to the level rail crossing. This change would also require a realignment of the lanes (pavement marking modifications) to gain additional storage length in the left turn lane. This adjustment would also need to be compatible with any Tecumseh Road Streetscape street layouts.

Although these alternatives have not been analyzed in detail, it is anticipated that their effect on traffic operations would be relatively minor (similar to the magnitude of the changes experienced following the August 2018 timing adjustments) and that they would not substantially change the overall results.

3.3 Roadway Geometric Modifications

3.3.1 Anticipated Operational Impacts

In order to achieve a more substantial increase in capacity and a more substantial reduction in queues and delays on the westbound approach, a right turn lane would be required. The intersection operations were re-assessed with a westbound right turn lane and compared against the existing operations. The results are presented in ***Table 2***.

Table 2: Anticipated Traffic Operations with Westbound Right Turn Lane

Movement	AM peak hour				Midday peak hour				PM peak hour			
	v/c	Delay *(s/veh)*	LOS	95th %ile queue *(m)*	v/c	Delay *(s/veh)*	LOS	95th %ile queue *(m)*	v/c	Delay *(s/veh)*	LOS	95th %ile queue *(m)*
With westbound right turn lane												
EB left	0.30	6.0	A	11	0.17	4.8	A	9	0.23	5.7	A	11
EB through	0.40	7.5	A	39	0.53	8.7	A	72	0.61	10.7	B	84
WB through	0.62	19.0	B	77	0.55	15.6	B	86	0.58	17.6	B	91
WB right	0.21	3.4	A	7	0.25	3.0	A	12	0.23	3.2	A	11
SB left	0.60	34.5	C	42	0.45	29.7	C	33	0.69	37.7	D	64
SB right	0.51	7.7	A	12	0.29	8.1	A	12	0.30	7.5	A	13
Overall	—	**13.4**	**B**	—	—	**11.5**	**B**	—	—	**14.8**	**B**	—
Existing geometry (reference case)												
EB left	0.38	7.1	A	11	0.24	5.4	A	9	0.30	6.4	A	10
EB through	0.39	7.2	A	38	0.52	8.3	A	71	0.59	10.1	B	83
WB through	0.80	25.0	C	108	0.77	21.6	C	160	0.78	23.3	C	158
SB left	0.62	37.6	D	43	0.46	32.2	C	36	0.72	42.1	D	68
SB right	0.52	8.2	A	13	0.30	8.7	A	13	0.31	8.0	A	14
Overall	—	**17.6**	**B**	—	—	**15.8**	**B**	—	—	**18.7**	**B**	—

A westbound right turn lane would be expected to result in the following effects:

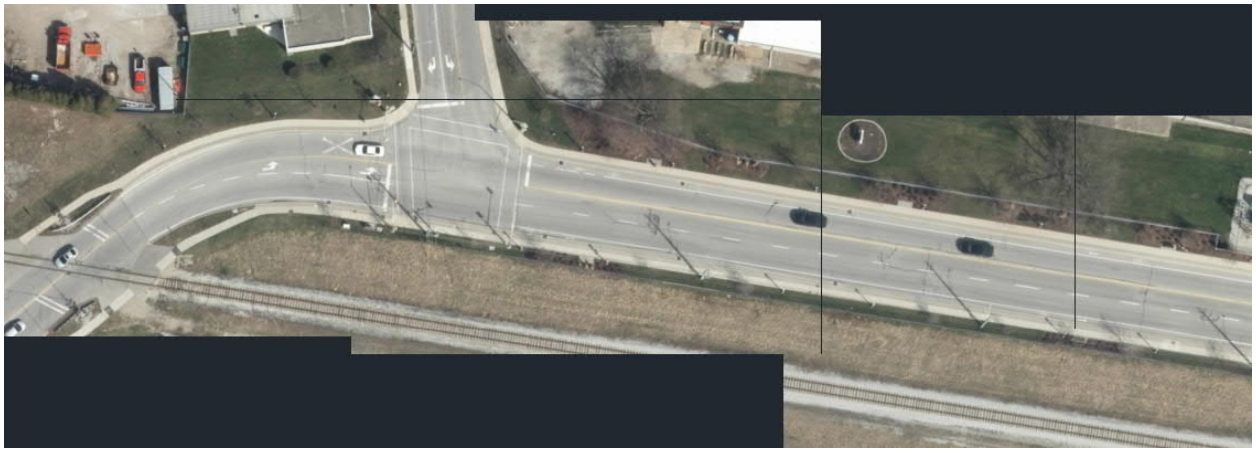
- Reduce the overall intersection delay by approximately 4 seconds per vehicle;
- Reduce the westbound (through lane) v/c ratio from 0.77–0.80 to 0.55–0.62;
- Improve the westbound (through lane) level of service from LOS C to LOS B; and
- Reduce westbound (through lane) queues during the midday and PM peak hours from approximately 160 metres to approximately 90 metres.

3.3.2 Potential Opportunities

Figure 2 illustrates the existing intersection configuration for context. The existing pavement width east of the intersection is approximately 13.8 m, comprised of the following elements:

- 1.5 m: westbound bicycle lane
- 3.75 m: westbound through / right turn lane
- 3.3 m: inside eastbound lane
- 4.0 m: outside eastbound lane
- 1.25 m: eastbound bicycle lane

Figure 2: Existing Intersection Configuration



Several alternative means of accommodating a westbound right turn lane were identified and screened at a high level. All alternatives include the following two measures:

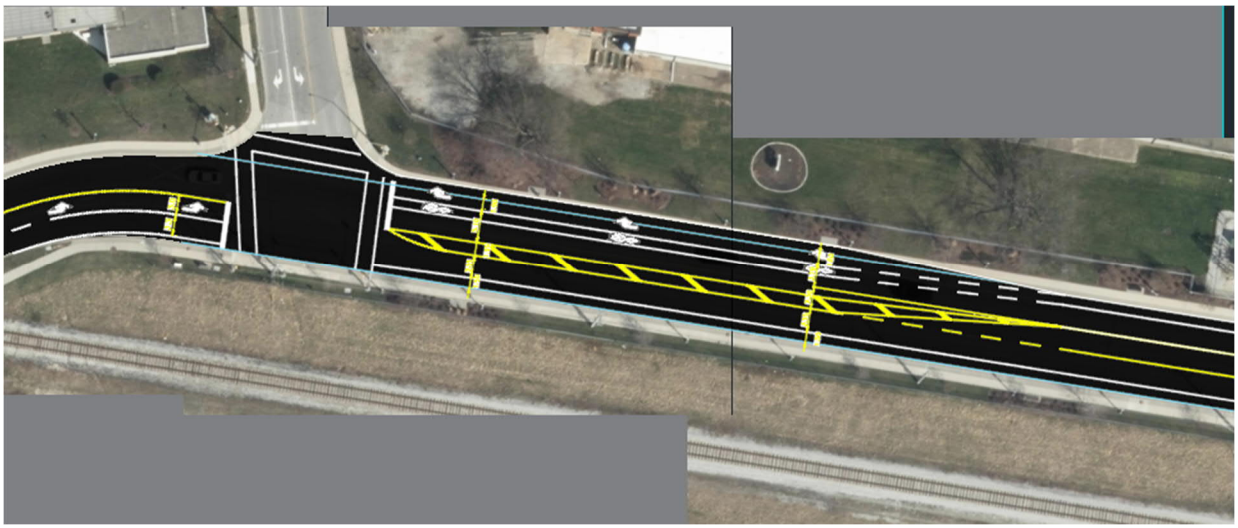
1) ***Eastbound lane reduction east of the intersection.*** There are two eastbound lanes immediately east of the intersection, but the capacity of the second lane is not effectively used because there is only one eastbound lane west of the intersection, and there are no driveways for approximately 300 metres east of Lacasse Boulevard (i.e., there is no need to provide a second lane for left-turning traffic). Therefore, one of the two eastbound lanes can be removed (for a distance of up to 200 metres) without a substantial impact on operations.

2) ***Southerly lane shift of eastbound left turn lane.*** On the west side of Lacasse Boulevard, the eastbound lanes consist of a 3.4 m left turn lane, a 4.3 m through lane and a 0.9 m painted shoulder (leading to the eastbound bicycle lane). It is proposed to narrow the eastbound lanes to 3.0 m in the left turn lane, 3.3 m in the through lane and 0.8 m in the painted shoulder, with the centre line being shifted southerly by 1.5 metres.

3.3.2.1 Alternative 1: Road Widening on North Side

The conventional means of providing a right turn lane would be to widen the road on the north side. After accounting for the assumed eastbound lane modifications, a widening of 1.5 metres would be required. The design includes 67.5 metres of storage and a 35-metre taper. When accounting for the additional width of the bicycle lane, this storage length would allow right-turning vehicles to bypass a 90-metre queue in the westbound through lane. A functional design is shown in ***Figure 3***.

Figure 3: Alternative 1: Road Widening on North Side



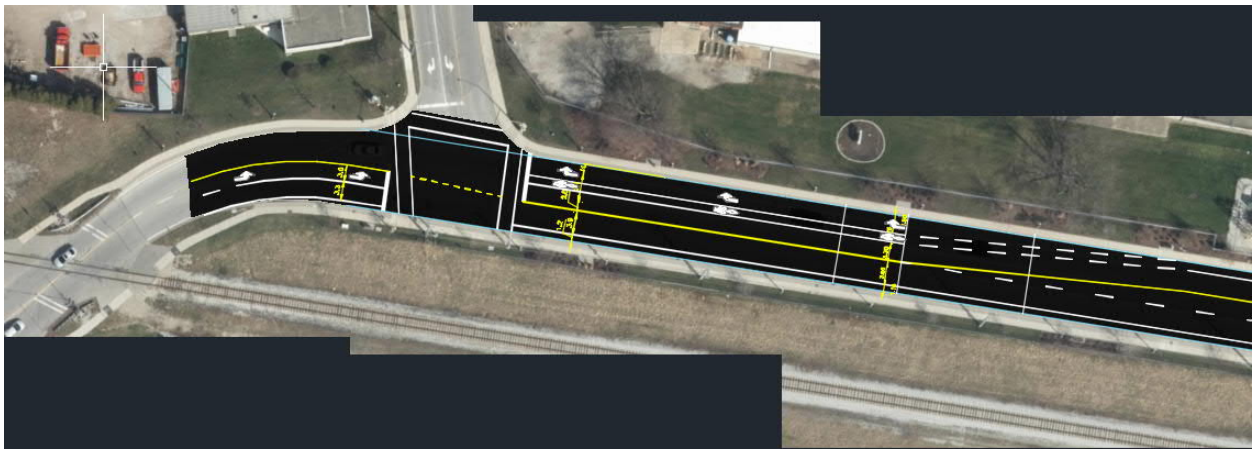
Advantages: This would allow a right turn lane to be provided without affecting any existing vehicular or bicycle lanes.

Disadvantages: Widening the road would result in a higher construction cost, would require consideration for signal reconfiguration, would impact existing trees and landscaping, and could potentially have property impacts. The cost of Alternative 1 is estimated to be approximately $390,000 which is significantly higher than Alternatives 2 through 4.

3.3.2.2 Alternative 2: Lane Shift through Intersection

Alternative 1 proposed a 1.5-metre road widening and a 1.95-metre flush (painted) median. In Alternative 2, the 1.5-metre road widening would be eliminated, and the right turn lane would instead be achieved by eliminating the 1.95-metre flush median and widening the eastbound lane by 0.45 metres (for a net combined decrease of 1.5 metres). The right turn lane would have the same storage length (67.5 metres) as in Alternative 1. The right turn taper (or, more accurately, the deflection of the through lane and the bicycle lane) would extend over 50 metres, equivalent to a 17.5:1 taper ratio, which falls within TAC guidelines. A functional design of this alternative is shown in ***Figure 4***.

Figure 4: Alternative 2: Lane Shift Through Intersection



Advantages: This would allow a right turn lane to be provided while maintaining the westbound bicycle lane to the intersection (aligning with the Transportation Master Plan (TMP)), without requiring substantial construction and without impacting existing landscaping. The reconfiguration would not require road reconstruction and would primarily be based around pavement marking adjustments. The construction cost for Alternatives 2 through 4 are similar and estimated to be approximately $50,000.

Disadvantages: The westbound lane would no longer be aligned when crossing Lacasse Boulevard. There would be a lane shift of 1.5 metres to the right when travelling westbound through the intersection, delineated by dashed pavement markings through the intersection. While the resulting taper angle (ratio of approximately 16:1) would be reasonable, **achieving the lane shift through this intersection would be considered undesirable as it would introduce conflicts with eastbound left turning vehicles at the centre of the intersection.**

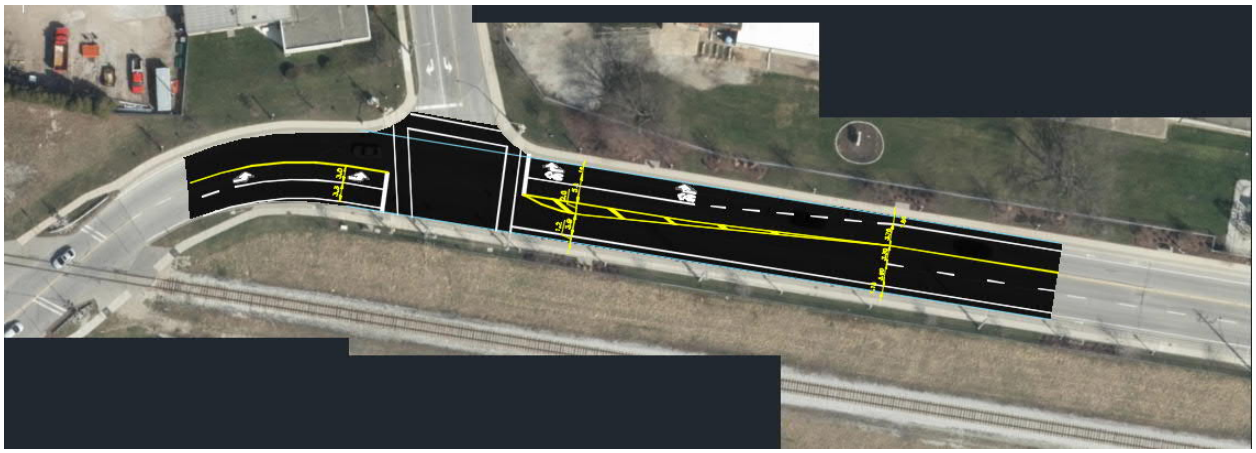
3.3.2.3 Alternative 3: Shared Westbound Right Turn / Bicycle Lane

If the westbound through lane is to be directly aligned through the Lacasse Boulevard intersection, all westbound functions would need to be accommodated within a width of 6.6 metres. This width is not sufficient to accommodate two vehicular lanes plus a dedicated bicycle lane.

In Alternative 3, the westbound bicycle lane would be terminated approximately 65 metres east of Lacasse Boulevard. The north half of the road would be divided into two general traffic lanes: a 3.0-metre through lane and a 3.6-metre right turn lane with 30 metres of storage plus a 35-metre taper. Cyclists would ride in the right turn lane, and sharrows would be painted on the left side of the lane to guide cyclists and right-turning motorists into the appropriate position on the road (i.e., so that right-turning motorists do not turn across the path of a cyclist). A functional design is provided in ***Figure 5***.

The functional design assumes a reduced storage length of 30 metres because of the increased exposure of cyclists to vehicular traffic. When accounting for the wider curb lane, right-turning vehicles would be able to bypass a queue of approximately 40 metres (compared to a 95th percentile queue of approximately 90 metres during the midday and PM peak hours).

Figure 5: Alternative 3: Shared Westbound Right Turn / Bicycle Lane



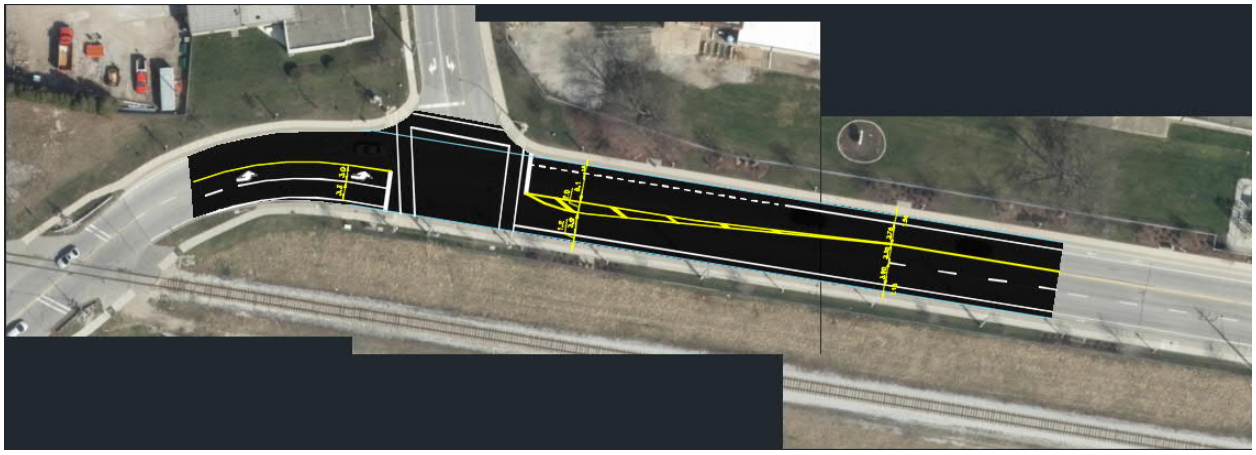
Advantages: Allows a right turn lane to be provided without requiring substantial construction and without requiring a westbound lane shift through the intersection. While cyclists would need to ride in mixed traffic, they would be in a lower-volume lane and could be directed/positioned on the correct side of right-turning traffic. The cyclists will be aligned to transition into on-road shared lanes as per the TMP onto either Lacasse Boulevard or Tecumseh Road, west of the intersection. The construction cost for Alternatives 2 through 4 are similar and estimated to be approximately $50,000.

Disadvantages: Cyclists would no longer have a dedicated lane for the last 65 metres before the intersection and would need to ride in mixed traffic over that distance. (This disadvantage may be offset by the fact that the bicycle lane does not exist west of the intersection and there are no plans to extend it in accordance with the TMP, so network connectivity is less of a consideration.) If a shorter right turn lane is provided to reduce cyclist exposure, the traffic benefits would be somewhat lower than in Alternatives 1 and 2.

3.3.2.4 Alternative 4: Wide Westbound Lane

In this alternative, the bicycle lane would continue to terminate at the intersection (rather than in advance of the intersection) along with a wider westbound lane (a 5.1 m travel lane and 1.5 m bicycle lane, instead of two general purpose lanes). The bicycle lane markings would be dashed for a certain distance ahead of the intersection to permit encroachment by right-turning traffic (again, to mitigate the potential for right turns to be made across the path of cyclists). The combined width of 6.6 m would be wide enough for right turns to slip around queued vehicles (assuming that through traffic queues in the southerly half of the lane), resulting in a *de facto* right turn lane while the westbound traffic signals are red. A functional design is illustrated in ***Figure 6***.

Figure 6: Alternative 4: Wide Westbound Lane with Separate Bicycle Lane



Advantages: The westbound bicycle lane would continue to extend to the intersection. There would be sufficient lane width to allow right-turning vehicles to bypass through traffic (with encroachment on the bicycle lane, and assuming through traffic is positioned far enough to the left). The construction cost for Alternatives 2 through 4 are similar and estimated to be approximately $50,000.

Disadvantages: Cyclists would not be positioned on the correct side of right-turning traffic, leading to the potential for right turns to be made across the path of cyclists. If the wider westbound lane extends over a shorter distance to reduce cyclist exposure, the traffic benefits would be somewhat reduced. The traffic benefits may also be slightly lower than Alternative 3 because, during the green signal, right-turning vehicles would be more likely to affect through traffic using the same lane. The delineation of lanes for this alternative is not as clear as Alternative 3.

3.4 Truck Turning Path Assessments

Vehicle turning path assessments were undertaken to confirm the space that would be required for a truck to make a westbound right turn from Tecumseh Road to Lacasse Boulevard. The turning path assessments were based on Alternative 3, which maintains the curbs in their existing locations but realigns the lanes on the westbound approach. Turning path assessments were undertaken using AutoTURN software (version 10.2).

For the purpose of this assessment, a distinction was made between the design vehicle and the control vehicle, as follows:

- A design vehicle is a vehicle that would be expected to be common enough at the intersection that it should be able to complete the turn with relative ease.
- A control vehicle is a vehicle that may be anticipated on occasion, but not commonly enough that it should govern the design. The vehicle should be able to complete the turn, but given the limited frequency, it may be acceptable that the turn may be more constrained (e.g., encroachment on adjacent lanes).

During the 8-hour count undertaken at the intersection in April 2018, only 17 trucks of varying sizes were observed making the westbound right turn movement. Although the size of truck was not specifically recorded, it was generally observed that most trucks are smaller, single-unit trucks (e.g., delivery trucks, school buses) and that few, if any tractor-trailer trucks would have been making the right turn movement. (There are no major truck generators north of Tecumseh Road other than the Bonduelle facility, which is now accessed directly from Tecumseh Road.) As such, the design vehicle was taken to be a large, single-unit truck. However, three different sizes of tractor-trailer combinations were also tested as control vehicles.

The turning path assessments are shown in Figures 7 through 9. The findings from this assessment are as follows:

- A single-unit truck would be able to start a westbound right turn from the right turn lane and complete the turn without crossing the curb or encroaching on the opposing southbound lane.
- A small tractor-trailer (WB-12M) would be able to start a westbound right turn from the right turn lane and complete the turn without crossing the curb, but would encroach on the southbound left turn lane.
- Larger tractor-trailers (WB-19M / WB-20M) would need to start their turn from the westbound through lane and would also need to encroach on the southbound left turn lane.

Given that no changes are proposed to the curb locations (other than in Alternative 1) or the lane widths on Lacasse Boulevard, tractor-trailers already require a similar level of encroachment under current conditions. As such, the design alternatives would not be more restrictive than the existing configuration with respect to available pavement for turning movements, and accommodates the vehicles most commonly observed at the intersection.

Figure 7: WB-12M Vehicle Turning Movement Simulation

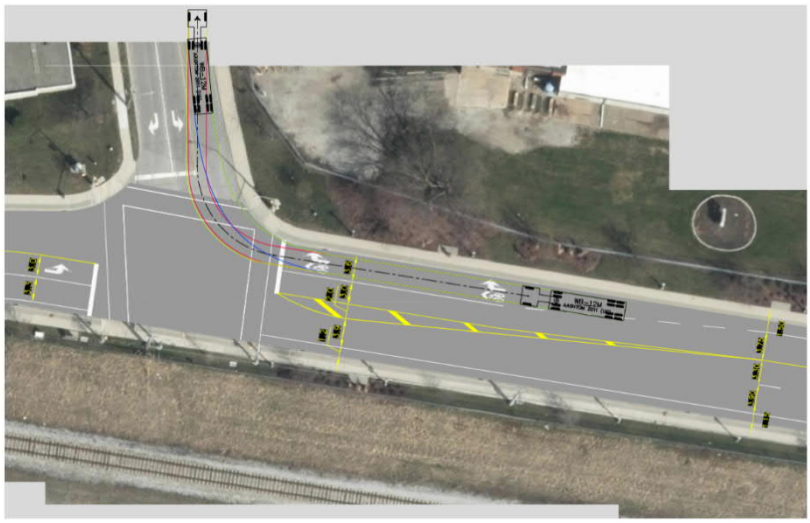


Figure 8: WB-19M Vehicle Turning Movement Simulation

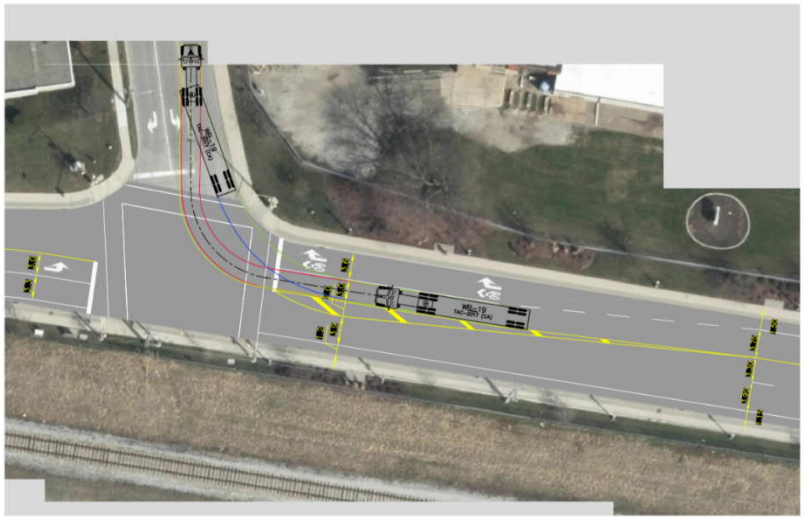
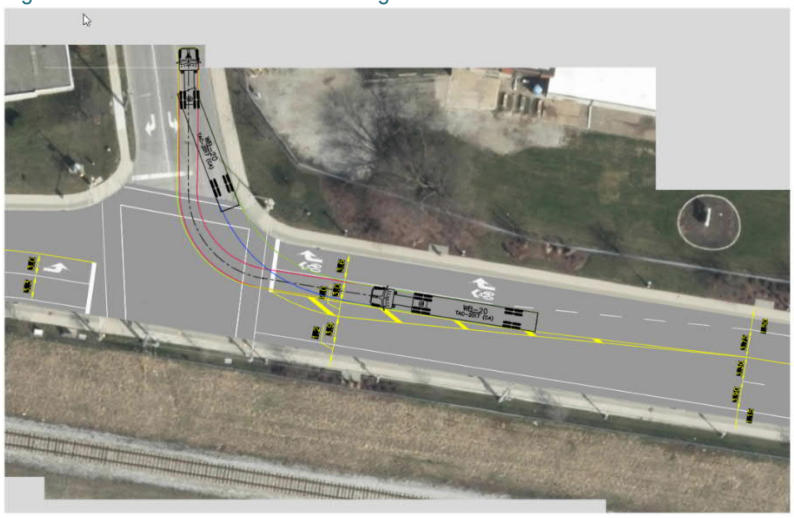


Figure 9: WB-20M Vehicle Turning Movement Simulation



4.0 Recommendations

A traffic analysis of the intersection was completed in order to confirm the existing level of service. Based on our analysis, the intersection is considered to be acceptable (i.e., traffic volumes are far enough below capacity that the intersection turning movements would not normally be considered to be critical; and levels of service are reasonable). The recently updated signal timings have resulted in a degree of improvement in queue lengths and vehicular delays on the eastbound and westbound approaches during the PM peak hour. And while the eastbound queues still extend across the level rail crossing, the duration of this extended queue length has been reduced.

In an effort to determine whether there are opportunities to enhance traffic operations at this intersection, particularly for the westbound approach, the following alternative solutions were evaluated:

1. Traffic Signal Operational Improvements
2. Roadway Geometric Modifications

   The following alternative roadway geometric modifications were evaluated to confirm the degree of improvement to the capacity of the westbound approach that could be achieved:

   - Alternative 1 – Road Widening on North Side

     Road widening by 1.5m to the north, allowing for a right turn lane and a separate bicycle lane.
   - Alternative 2 – Lane Shift Through Intersection

     No pavement widening. Right turn lane and separate bicycle lane.
   - Alternative 3 – Shared Westbound Right Turn / Bicycle Lane

     No pavement widening. Shared right turn and bicycle lane.
   - Alternative 4 – Wide Westbound Lane

     No pavement widening. Wide westbound lane with a separate bicycle lane.

Further improvements as a result of traffic signal operational improvements are anticipated to be relatively minor and would not substantially alter the existing conditions at this intersection.

Roadway geometric improvements could result in varying levels of improvements to traffic operations at this intersection, though there are disadvantages related to each alternative, as outlined above. Alternative 1 would be considered the preferred geometric modification alternative, though the significant cost of implementation is not considered warranted given that the intersection is considered to be operating at an acceptable level of service at this time.

Accordingly, it is recommended that the Town consider doing nothing at this time. It is also recommended that the Town monitor traffic operations and consider re-evaluating this intersection in 5 years, or when a change in traffic conditions becomes apparent.

Appendix A

Traffic Volume Data

Intersection Turning Movement Count Data

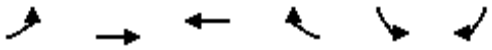
Tecumseh Road East at Lacasse Boulevard

Thursday, April 26, 2018

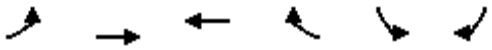
Time period:		WEST APPROACH										EAST APPROACH										SOUTH APPROACH										NORTH APPROACH														Hourly
		Cars			Trucks			Total			Peds	Cars			Trucks			Total			Peds	Cars			Trucks			Total			Peds	Cars			Trucks			Total			Peds	Total vehicles:				total
From	To	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Left	Thru	Right	Left	Thru	Right	Left	Thru	Right		Cars	Trucks	Total	Peds	vehicles:
6:00	6:15	2	21	0	0	0	0	2	21	0	0	0	28	8	0	0	0	0	28	8	0	0	0	0	0	0	0	0	0	0	0	25	0	44	1	0	0	26	0	44	1	128	1	129	1	583
6:15	6:30	5	29	0	0	0	0	5	29	0	0	0	45	6	0	1	0	0	46	6	0	0	0	0	0	0	0	0	0	0	0	17	0	20	0	0	0	17	0	20	0	122	1	123	0	653
6:30	6:45	1	28	0	1	0	0	2	28	0	0	0	61	11	0	2	0	0	63	11	0	0	0	0	0	0	0	0	0	0	0	17	0	29	0	0	0	17	0	29	0	147	3	150	0	726
6:45	7:00	9	41	0	0	5	0	9	46	0	0	0	53	22	0	0	0	0	53	22	0	0	0	0	0	0	0	0	0	0	0	32	0	19	0	0	0	32	0	19	1	176	5	181	1	816
7:00	7:15	9	38	0	0	2	0	9	40	0	0	0	84	19	0	1	0	0	85	19	0	0	0	0	0	0	0	0	0	0	0	12	0	33	1	0	0	13	0	33	0	195	4	199	0	961
7:15	7:30	9	47	0	0	1	0	9	48	0	0	0	58	24	0	0	0	0	58	24	0	0	0	0	0	0	0	0	0	0	0	21	0	34	1	0	1	22	0	35	0	193	3	196	0	1068
7:30	7:45	12	60	0	0	1	0	12	61	0	0	0	96	26	0	3	1	0	99	27	0	0	0	0	0	0	0	0	0	0	0	27	0	11	1	0	2	28	0	13	0	232	8	240	0	1209
7:45	8:00	23	109	0	0	4	0	23	113	0	0	0	80	27	0	1	1	0	81	28	0	0	0	0	0	0	0	0	0	0	0	37	0	44	0	0	0	37	0	44	0	320	6	326	0	**1407**
8:00	8:15	20	73	0	0	0	0	20	73	0	0	0	120	23	0	1	0	0	121	23	0	0	0	0	0	0	0	0	0	0	0	26	0	41	0	0	2	26	0	43	0	303	3	306	0	1400
8:15	8:30	36	80	0	2	2	0	38	82	0	0	0	93	34	0	4	2	0	97	36	0	0	0	0	0	0	0	0	0	0	0	33	0	51	0	0	0	33	0	51	0	327	10	337	0	
8:30	8:45	40	103	0	1	5	0	41	108	0	0	0	118	41	0	1	1	0	119	42	0	0	0	0	0	0	0	0	0	0	0	52	0	68	7	0	1	59	0	69	0	422	16	438	0	
8:45	9:00	16	108	0	1		0	17	108	0	0	0	79	19	0	6	0	0	85	19	0	0	0	0	0	0	0	0	0	0	0	54	0	34	1	0	1	55	0	35	0	310	9	319	0	
6:00	**9:00**	**182**	**737**	**0**	**5**	**20**	**0**	**187**	**757**	**0**	**0**	**0**	**915**	**260**	**0**	**20**	**5**	**0**	**935**	**265**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**353**	**0**	**428**	**12**	**0**	**7**	**365**	**0**	**435**	**2**	**2875**	**69**	**2944**	**2**	
Total HV%:					3%	3%	0%								0%	2%	2%								0%	0%	0%								3%	0%	2%					2%			
7:45	**8:45**	**119**	**365**	**0**	**3**	**11**	**0**	**122**	**376**	**0**	**0**	**0**	**411**	**125**	**0**	**7**	**4**	**0**	**418**	**129**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**148**	**0**	**204**	**7**	**0**	**3**	**155**	**0**	**207**	**0**	**1372**	**35**	**1407**	**0**	**1407**
Peak hour HV%:					2%	3%	0%								0%	2%	3%								0%	0%	0%								5%	0%	1%					2%			PHF = 0.8
11:00	11:15	19	135	0	0	2	0	19	137	0	0	0	69	19	0	0	2	0	69	21	1	0	0	0	0	0	0	0	0	0	0	23	0	21	1	0	0	24	0	21	0	286	5	291	1	1370
11:15	11:30	12	158	0	0	0	0	12	158	0	0	0	94	40	0	1	0	0	95	40	0	0	0	0	0	0	0	0	0	0	0	53	0	20	0	0	0	53	0	20	0	377	1	378	0	1507
11:30	11:45	20	155	0	0	2	0	20	157	0	0	0	85	37	0	3	1	0	88	38	0	0	0	0	0	0	0	0	0	0	0	43	0	11	0	0	1	43	0	12	0	351	7	358	0	1503
11:45	12:00	16	139	0	2	1	0	18	140	0	0	0	90	43	0	0	1	0	90	44	0	0	0	0	0	0	0	0	0	0	0	27	0	24	0	0	0	27	0	24	0	339	4	343	0	1524
12:00	12:15	15	168	0	0	2	0	15	170	0	0	0	123	51	0	2	2	0	125	53	0	0	0	0	0	0	0	0	0	0	0	47	0	17	1	0	0	48	0	17	0	421	7	428	0	**1584**
12:15	12:30	26	141	0	0	3	0	26	144	0	0	0	127	39	0	2	1	0	129	40	0	0	0	0	0	0	0	0	0	0	0	14	0	21	0	0	0	14	0	21	0	368	6	374	0	1156
12:30	12:45	23	152	0	0	0	0	23	152	0	0	0	93	44	0	1	1	0	94	45	0	0	0	0	0	0	0	0	0	0	0	38	0	25	0	0	2	38	0	27	0	375	4	379	0	782
12:45	13:00	23	127	0	0	2	0	23	129	0	0	0	129	58	0	1	2	0	130	60	0	0	0	0	0	0	0	0	0	0	0	28	0	33	0	0	0	28	0	33	0	398	5	403	0	403
13:00	13:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13:15	13:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13:30	13:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
13:45	14:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
11:00	**14:00**	**154**	**1175**	**0**	**2**	**12**	**0**	**156**	**1187**	**0**	**0**	**0**	**810**	**331**	**0**	**10**	**10**	**0**	**820**	**341**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**273**	**0**	**172**	**2**	**0**	**3**	**275**	**0**	**175**	**0**	**2915**	**39**	**2954**	**1**	
Total HV%:					1%	1%	0%								0%	1%	3%								0%	0%	0%								1%	0%	2%					1%			
12:00	**13:00**	**87**	**588**	**0**	**0**	**7**	**0**	**87**	**595**	**0**	**0**	**0**	**472**	**192**	**0**	**6**	**6**	**0**	**478**	**198**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**127**	**0**	**96**	**1**	**0**	**2**	**128**	**0**	**98**	**0**	**1562**	**22**	**1584**	**0**	**1584**
Peak hour HV%:					0%	1%	0%								0%	1%	3%								0%	0%	0%								1%	0%	2%					1%			PHF = 0.92
15:00	15:15	33	133	0	0	0	0	33	133	0	3	0	118	55	0	0	0	0	118	55	1	0	0	0	0	0	0	0	0	0	0	47	0	45	1	0	1	48	0	46	3	431	2	433	7	1744
15:15	15:30	17	153	0	0	0	0	17	153	0	0	0	110	45	0	3	0	0	113	45	2	0	0	0	0	0	0	0	0	0	0	33	0	42	1	0	2	34	0	44	1	400	6	406	3	1788
15:30	15:45	29	171	0	0	1	0	29	172	0	0	0	118	70	0	1	0	0	119	70	0	0	0	0	0	0	0	0	0	0	0	45	0	34	0	0	0	45	0	34	1	467	2	469	1	**1843**
15:45	16:00	23	191	0	1	2	0	24	193	0	0	0	123	31	0	2	0	0	125	31	1	0	0	0	0	0	0	0	0	0	0	36	0	27	0	0	0	36	0	27	2	431	5	436	3	1813
16:00	16:15	25	162	0	0	0	0	25	162	0	0	0	127	40	0	2	0	0	129	40	0	0	0	0	0	0	0	0	0	0	0	88	0	31	2	0	0	90	0	31	2	473	4	477	2	1825
16:15	16:30	35	160	0	0	1	0	35	161	0	0	0	132	39	0	3	0	0	135	39	0	0	0	0	0	0	0	0	0	0	0	63	0	27	1	0	0	64	0	27	1	456	5	461	1	1768
16:30	16:45	24	164	0	0	0	0	24	164	0	0	0	100	48	0	1	1	0	101	49	0	0	0	0	0	0	0	0	0	0	0	74	0	27	0	0	0	74	0	27		437	2	439	0	1739
16:45	17:00	31	157	0	0	0	0	31	157	0	0	0	130	35	0	0	0	0	130	35	0	0	0	0	0	0	0	0	0	0	0	77	0	18	0	0	0	77	0	18	1	448	0	448	1	1710
17:00	17:15	27	157	0	0	0	0	27	157	0	0	0	113	61	0	0	0	0	113	61	0	0	0	0	0	0	0	0	0	0	0	47	0	15	0	0	0	47	0	15		420	0	420	0	1648
17:15	17:30	29	129	0	0	2	0	29	131	0	0	0	133	45	0	0	0	0	133	45	3	0	0	0	0	0	0	0	0	0	0	77	0	16	0	0	1	77	0	17	1	429	3	432	4	
17:30	17:45	27	158	0	0	0	0	27	158	0	0	0	107	43	0	1	0	0	108	43	0	0	0	0	0	0	0	0	0	0	0	46	0	27	1	0	0	47	0	27		408	2	410	0	
17:45	18:00	23	132	0	0	0	0	23	132	0	0	0	120	52	0	2	1	0	122	53	1	0	0	0	0	0	0	0	0	0	0	39	0	16	1	0	0	40	0	16	1	382	4	386	2	
15:00	**18:00**	**323**	**1867**	**0**	**1**	**6**	**0**	**324**	**1873**	**0**	**3**	**0**	**1431**	**564**	**0**	**15**	**2**	**0**	**1446**	**566**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**672**	**0**	**325**	**7**	**0**	**4**	**679**	**0**	**329**	**13**	**5182**	**35**	**5217**	**24**	
Total HV%:					0%	0%	0%								0%	1%	0%								0%	0%	0%								1%	0%	1%					1%			
15:30	**16:30**	**112**	**684**	**0**	**1**	**4**	**0**	**113**	**688**	**0**	**0**	**0**	**500**	**180**	**0**	**8**	**0**	**0**	**508**	**180**	**1**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**232**	**0**	**119**	**3**	**0**	**0**	**235**	**0**	**119**	**6**	**1827**	**16**	**1843**	**7**	**1843**
Peak hour HV%:					1%	1%	0%								0%	2%	0%								0%	0%	0%								1%	0%	0%					1%			PHF = 0.96
Total survey:		**659**	**3779**	**0**	**8**	**38**	**0**	**667**	**3817**	**0**	**3**	**0**	**3156**	**1155**	**0**	**45**	**17**	**0**	**3201**	**1172**	**9**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1298**	**0**	**925**	**21**	**0**	**14**	**1319**	**0**	**939**	**15**	**10972**	**143**	**11115**	**27**	
Total HV%:																																											1%			

Appendix B

Intersection Analysis Worksheets – Scenario 1 Previous Configuration



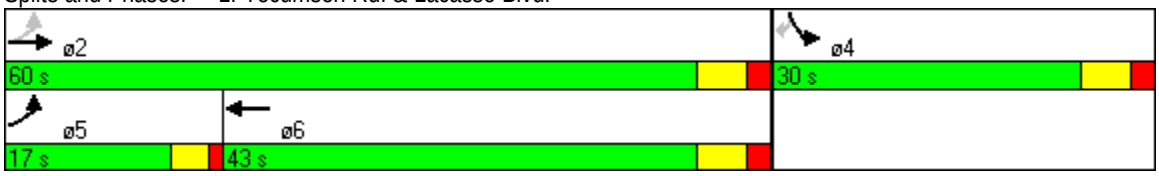
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	122	376	418	129	155	207
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	35.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	30.0			7.5	25.0	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.968			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1845	1799	0	1719	1599
Flt Permitted	0.182				0.950	
Satd. Flow (perm)	339	1845	1799	0	1719	1599
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			21			259
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	2%	3%	2%	3%	5%	1%
Adj. Flow (vph)	152	470	522	161	194	259
Shared Lane Traffic (%)						
Lane Group Flow (vph)	152	470	683	0	194	259
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt					Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	37.0	19.0		10.0	10.0
Minimum Split (s)	11.0	43.0	25.0		27.0	27.0
Total Split (s)	17.0	60.0	43.0	0.0	30.0	30.0
Total Split (%)	18.9%	66.7%	47.8%	0.0%	33.3%	33.3%
Maximum Green (s)	13.0	54.0	37.0		24.0	24.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	2.0	0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5
Recall Mode	None	Min	Max		None	None
Walk Time (s)			7.0		7.0	7.0

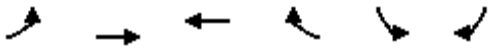


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	52.9	50.9	37.2		14.7	14.7
Actuated g/C Ratio	0.68	0.66	0.48		0.19	0.19
v/c Ratio	0.37	0.39	0.78		0.60	0.51
Control Delay	7.7	7.9	26.0		37.0	7.5
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	7.7	7.9	26.0		37.0	7.5
LOS	A	A	C		D	A
Approach Delay		7.9	26.0		20.2	
Approach LOS		A	C		C	
Queue Length 50th (m)	6.7	28.4	79.6		27.5	0.0
Queue Length 95th (m)	14.9	49.4	128.8		43.3	11.8
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				35.0	
Base Capacity (vph)	452	1234	873		476	630
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.34	0.38	0.78		0.41	0.41

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 77.7			
Natural Cycle: 75			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.78			
Intersection Signal Delay: 18.1		Intersection LOS: B	
Intersection Capacity Utilization 58.5%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.





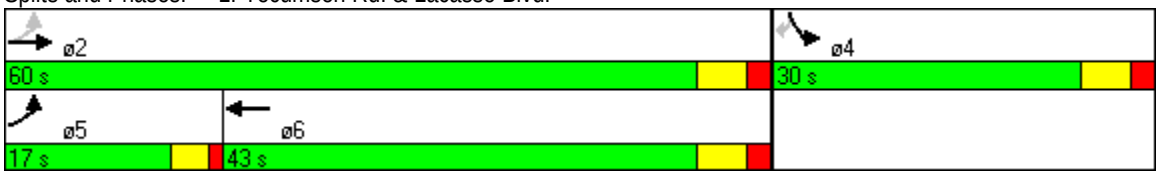
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	87	595	478	198	128	98
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	35.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	25.0			7.5	25.0	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.961			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	1881	1797	0	1787	1583
Flt Permitted	0.183				0.950	
Satd. Flow (perm)	348	1881	1797	0	1787	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			28			107
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	1%	1%	3%	1%	2%
Adj. Flow (vph)	95	647	520	215	139	107
Shared Lane Traffic (%)						
Lane Group Flow (vph)	95	647	735	0	139	107
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt					Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	37.0	19.0		10.0	10.0
Minimum Split (s)	11.0	43.0	25.0		27.0	27.0
Total Split (s)	17.0	60.0	43.0	0.0	30.0	30.0
Total Split (%)	18.9%	66.7%	47.8%	0.0%	33.3%	33.3%
Maximum Green (s)	13.0	54.0	37.0		24.0	24.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	2.0	0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5
Recall Mode	None	Min	Max		None	None
Walk Time (s)			7.0		7.0	7.0

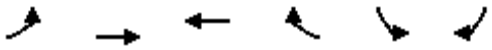
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	48.9	46.9	37.4		12.0	12.0
Actuated g/C Ratio	0.67	0.66	0.53		0.17	0.17
v/c Ratio	0.24	0.52	0.77		0.46	0.30
Control Delay	5.4	8.3	21.7		33.1	8.7
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	5.4	8.3	21.7		33.1	8.7
LOS	A	A	C		C	A
Approach Delay		7.9	21.7		22.5	
Approach LOS		A	C		C	
Queue Length 50th (m)	3.4	38.0	76.8		18.4	0.0
Queue Length 95th (m)	9.0	72.9	#166.1		35.8	12.6
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				35.0	
Base Capacity (vph)	461	1303	959		519	536
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.21	0.50	0.77		0.27	0.20

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 71			
Natural Cycle: 75			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.77			
Intersection Signal Delay: 15.9		Intersection LOS: B	
Intersection Capacity Utilization 64.7%		ICU Level of Service C	
Analysis Period (min) 15			

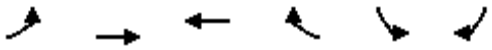
\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.





Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Volume (vph)	113	688	508	180	235	119
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	35.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	30.0			7.5	25.0	7.5
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor			0.99		1.00	
Frt			0.965			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1787	1881	1791	0	1787	1615
Flt Permitted	0.166				0.950	
Satd. Flow (perm)	312	1881	1791	0	1783	1615
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			24			124
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Confl. Peds. (#/hr)	6			6	1	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	1%	1%	2%	0%	1%	0%
Adj. Flow (vph)	118	717	529	188	245	124
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	717	717	0	245	124
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt					Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	37.0	19.0		10.0	10.0
Minimum Split (s)	11.0	43.0	25.0		27.0	27.0
Total Split (s)	17.0	60.0	43.0	0.0	30.0	30.0
Total Split (%)	18.9%	66.7%	47.8%	0.0%	33.3%	33.3%
Maximum Green (s)	13.0	54.0	37.0		24.0	24.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	2.0	0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5

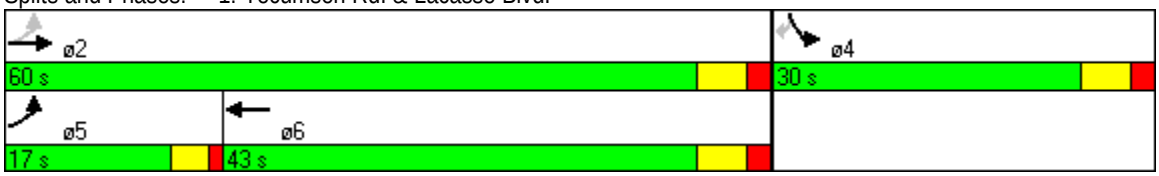


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Recall Mode	None	Min	Max		None	None
Walk Time (s)			7.0		7.0	7.0
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	49.8	47.9	37.7		16.2	16.2
Actuated g/C Ratio	0.63	0.63	0.49		0.21	0.21
v/c Ratio	0.32	0.61	0.80		0.65	0.28
Control Delay	8.2	12.0	27.2		36.7	7.1
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	8.2	12.0	27.2		36.7	7.1
LOS	A	B	C		D	A
Approach Delay		11.5	27.2		26.7	
Approach LOS		B	C		C	
Queue Length 50th (m)	5.7	57.1	88.9		35.1	0.0
Queue Length 95th (m)	14.7	114.5	#193.4		60.6	12.9
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				35.0	
Base Capacity (vph)	421	1235	897		514	553
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.28	0.58	0.80		0.48	0.22

Intersection Summary			
Area Type:	Other		
Cycle Length: 90			
Actuated Cycle Length: 76.3			
Natural Cycle: 75			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.80			
Intersection Signal Delay: 20.3		Intersection LOS: C	
Intersection Capacity Utilization 70.5%		ICU Level of Service C	
Analysis Period (min) 15			

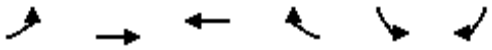
\# 95th percentile volume exceeds capacity, queue may be longer.
Queue shown is maximum after two cycles.

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.



Appendix C

Intersection Analysis Worksheets – Scenario 2 Current Configuration

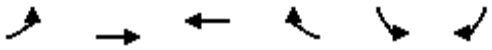


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	122	376	418	129	155	207
Future Volume (vph)	122	376	418	129	155	207
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	35.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	30.0				25.0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.968			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1770	1845	1799	0	1719	1599
Flt Permitted	0.176				0.950	
Satd. Flow (perm)	328	1845	1799	0	1719	1599
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			25			259
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Peak Hour Factor	0.80	0.80	0.80	0.80	0.80	0.80
Heavy Vehicles (%)	2%	3%	2%	3%	5%	1%
Adj. Flow (vph)	153	470	523	161	194	259
Shared Lane Traffic (%)						
Lane Group Flow (vph)	153	470	684	0	194	259
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt	NA	NA		Prot	Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	42.0	24.0		10.0	10.0
Minimum Split (s)	11.0	48.0	30.0		21.0	21.0
Total Split (s)	17.0	60.0	43.0		21.0	21.0
Total Split (%)	21.0%	74.1%	53.1%		25.9%	25.9%
Maximum Green (s)	13.0	54.0	37.0		15.0	15.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0		6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5
Recall Mode	None	Min	Min		None	None

Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Walk Time (s)			7.0		7.0	7.0
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	48.4	46.4	33.4		12.9	12.9
Actuated g/C Ratio	0.68	0.65	0.47		0.18	0.18
v/c Ratio	0.38	0.39	0.80		0.62	0.52
Control Delay	7.1	7.2	25.0		37.6	8.2
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	7.1	7.2	25.0		37.6	8.2
LOS	A	A	C		D	A
Approach Delay		7.1	25.0		20.8	
Approach LOS		A	C		C	
Queue Length 50th (m)	6.6	27.6	75.9		24.3	0.0
Queue Length 95th (m)	11.3	38.3	107.9		43.4	12.6
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				35.0	
Base Capacity (vph)	487	1407	952		364	543
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.31	0.33	0.72		0.53	0.48

Intersection Summary			
Area Type:	Other		
Cycle Length: 81			
Actuated Cycle Length: 71.4			
Natural Cycle: 70			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.80			
Intersection Signal Delay: 17.6		Intersection LOS: B	
Intersection Capacity Utilization 58.5%		ICU Level of Service B	
Analysis Period (min) 15			

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.

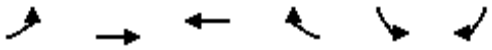


Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	87	595	478	198	128	98
Future Volume (vph)	87	595	478	198	128	98
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	35.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	25.0				25.0	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.961			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1805	1881	1797	0	1787	1583
Flt Permitted	0.179				0.950	
Satd. Flow (perm)	340	1881	1797	0	1787	1583
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			34			107
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	0%	1%	1%	3%	1%	2%
Adj. Flow (vph)	95	647	520	215	139	107
Shared Lane Traffic (%)						
Lane Group Flow (vph)	95	647	735	0	139	107
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt	NA	NA		Prot	Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	42.0	24.0		10.0	10.0
Minimum Split (s)	11.0	48.0	30.0		21.0	21.0
Total Split (s)	17.0	60.0	43.0		21.0	21.0
Total Split (%)	21.0%	74.1%	53.1%		25.9%	25.9%
Maximum Green (s)	13.0	54.0	37.0		15.0	15.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0		6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5
Recall Mode	None	Min	Min		None	None

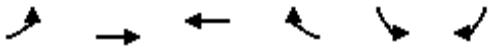
Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Walk Time (s)			7.0		7.0	7.0
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	47.7	45.7	36.3		11.8	11.8
Actuated g/C Ratio	0.69	0.66	0.52		0.17	0.17
v/c Ratio	0.24	0.52	0.77		0.46	0.30
Control Delay	5.4	8.3	21.6		32.2	8.7
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	5.4	8.3	21.6		32.2	8.7
LOS	A	A	C		C	A
Approach Delay		7.9	21.6		21.9	
Approach LOS		A	C		C	
Queue Length 50th (m)	3.4	37.8	75.1		17.0	0.0
Queue Length 95th (m)	8.7	70.8	#160.0		35.5	12.6
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				35.0	
Base Capacity (vph)	508	1469	1004		387	427
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.19	0.44	0.73		0.36	0.25

Intersection Summary			
Area Type:	Other		
Cycle Length: 81			
Actuated Cycle Length: 69.6			
Natural Cycle: 70			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.77			
Intersection Signal Delay: 15.8		Intersection LOS: B	
Intersection Capacity Utilization 64.7%		ICU Level of Service C	
Analysis Period (min) 15			
# 95th percentile volume exceeds capacity, queue may be longer.			
Queue shown is maximum after two cycles.			

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (vph)	113	688	508	180	235	119
Future Volume (vph)	113	688	508	180	235	119
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Storage Length (m)	15.0			0.0	30.0	0.0
Storage Lanes	1			0	1	1
Taper Length (m)	7.5				7.5	
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00
Ped Bike Factor			0.99		1.00	
Frt			0.965			0.850
Flt Protected	0.950				0.950	
Satd. Flow (prot)	1787	1881	1791	0	1787	1615
Flt Permitted	0.178				0.950	
Satd. Flow (perm)	335	1881	1791	0	1784	1615
Right Turn on Red				Yes		Yes
Satd. Flow (RTOR)			29			124
Link Speed (k/h)		50	50		50	
Link Distance (m)		275.0	276.3		232.7	
Travel Time (s)		19.8	19.9		16.8	
Confl. Peds. (#/hr)	6			6	1	
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96
Heavy Vehicles (%)	1%	1%	2%	0%	1%	0%
Adj. Flow (vph)	118	717	529	188	245	124
Shared Lane Traffic (%)						
Lane Group Flow (vph)	118	717	717	0	245	124
Enter Blocked Intersection	No	No	No	No	No	No
Lane Alignment	Left	Left	Left	Right	Left	Right
Median Width(m)		3.6	3.6		3.6	
Link Offset(m)		0.0	0.0		0.0	
Crosswalk Width(m)		4.8	4.8		4.8	
Two way Left Turn Lane						
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (k/h)	25			15	25	15
Turn Type	pm+pt	NA	NA		Prot	Perm
Protected Phases	5	2	6		4	
Permitted Phases	2					4
Detector Phase	5	2	6		4	4
Switch Phase						
Minimum Initial (s)	7.0	42.0	24.0		10.0	10.0
Minimum Split (s)	11.0	48.0	30.0		21.0	21.0
Total Split (s)	17.0	60.0	43.0		21.0	21.0
Total Split (%)	21.0%	74.1%	53.1%		25.9%	25.9%
Maximum Green (s)	13.0	54.0	37.0		15.0	15.0
Yellow Time (s)	3.0	4.0	4.0		4.0	4.0
All-Red Time (s)	1.0	2.0	2.0		2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.0	6.0	6.0		6.0	6.0
Lead/Lag	Lead		Lag			
Lead-Lag Optimize?	Yes		Yes			



Lane Group	EBL	EBT	WBT	WBR	SBL	SBR
Vehicle Extension (s)	3.5	3.0	3.0		3.5	3.5
Recall Mode	None	Min	Min		None	None
Walk Time (s)			7.0		7.0	7.0
Flash Dont Walk (s)			12.0		14.0	14.0
Pedestrian Calls (#/hr)			0		0	0
Act Effct Green (s)	48.4	46.3	36.5		13.7	13.7
Actuated g/C Ratio	0.67	0.64	0.51		0.19	0.19
v/c Ratio	0.30	0.59	0.78		0.72	0.31
Control Delay	6.4	10.1	23.3		42.1	8.0
Queue Delay	0.0	0.0	0.0		0.0	0.0
Total Delay	6.4	10.1	23.3		42.1	8.0
LOS	A	B	C		D	A
Approach Delay		9.5	23.3		30.6	
Approach LOS		A	C		C	
Queue Length 50th (m)	5.4	54.3	84.1		33.0	0.0
Queue Length 95th (m)	10.3	83.2	#157.9		#68.2	13.5
Internal Link Dist (m)		251.0	252.3		208.7	
Turn Bay Length (m)	15.0				30.0	
Base Capacity (vph)	488	1417	966		374	436
Starvation Cap Reductn	0	0	0		0	0
Spillback Cap Reductn	0	0	0		0	0
Storage Cap Reductn	0	0	0		0	0
Reduced v/c Ratio	0.24	0.51	0.74		0.66	0.28

Intersection Summary			
Area Type:	Other		
Cycle Length: 81			
Actuated Cycle Length: 72.1			
Natural Cycle: 70			
Control Type: Semi Act-Uncoord			
Maximum v/c Ratio: 0.78			
Intersection Signal Delay: 18.7		Intersection LOS: B	
Intersection Capacity Utilization 70.5%		ICU Level of Service C	
Analysis Period (min) 15			
# 95th percentile volume exceeds capacity, queue may be longer.			
Queue shown is maximum after two cycles.			

Splits and Phases: 1: Tecumseh Rd. & Lacasse Blvd.

The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: September 10, 2019

Report Number: PBS-2019-30

Subject: County Wide Active Transportation System (CWATS) and Municipal Partnership Program (MPP)
Town of Tecumseh 2020 Proposed Projects
Detailed Design for Bike Lanes on Manning Road (from Riverside Drive to St. Gregory's Road) and Bike Repair Stations (at Town Hall and Optimist Park)
Our File: T03 COU

Recommendations

It is recommended:

That PBS-2019-30 – County Wide Active Transportation System (CWATS) and Municipal Partnership Program (MPP), Town of Tecumseh 2020 Proposed Projects, **be received;**

And that with respect to Proposed 2020 CWATS Project – Portion of Segment Tec-4: Detailed Design of Bike Lanes on Manning Road (from Riverside Drive to St. Gregory's Road):

i. The total estimated cost of the bike lanes' detailed design of $20,000 (excluding H.S.T.), with Tecumseh's share being $12,000 (60%) and the County's share being $8,000 (40%), in accordance with the CWATS cost-sharing arrangement, **be endorsed**;

ii. An application "Form A – CWATS Segment Request" **be submitted** to the CWATS Implementation Committee for its consideration; and

iii. Funding for this project from the Infrastructure Reserve (Attachment 3), **be approved**.

And further that with respect to Proposed 2020 Municipal Partnership Program (MPP) - Bike Repair Stations at Town Hall and Optimist Park:

i. The total estimated cost of the two bike repair stations of $6,808 (excluding H.S.T.), with Tecumseh's share being $3,404 (50%) and the County's share being $3,404 (50%), in accordance with the MPP cost-sharing arrangement, **be endorsed**;

ii. An application "Form D – Municipal Partnership Program" **be submitted** to the CWATS Implementation Committee for its consideration; and

iii. Funding for this project from the Infrastructure Reserve (Attachment 3), **be approved**.

Background

CWATS Projects Implemented to Date

The County Wide Active Transportation Study Plan (CWATS Plan) was adopted by County Council in 2012, prior to which it was endorsed by all Essex County lower-tier municipalities, including Tecumseh Council.

The CWATS Plan is intended to be implemented over a 20-year planning horizon and proposes the creation of a new active transportation network across the County comprising on-road bike lanes, paved shoulders, signed routes along existing roads and multi-use pathways. The document identifies the preferred location of these facilities and the approximate timing of their construction. In addition, the document contains technical design guidelines for all types of active transportation facilities and network amenities and includes a proposed cost sharing formula. This formula allocates the plan's implementation costs between the County of Essex, the seven lower-tier municipalities, the Essex Region Conservation Authority and the Ministry of Transportation.

To date, the following projects have been endorsed by Town Council and undertaken (unless noted otherwise) in accordance with the CWATS implementation program:

1. CWATS Project - Signed Routes (2012)

Placement of all signage on roads for the "Signed Routes" identified in CWATS and located within the Town. The cost share for this project was 100% County and 0% Town.

2. CWATS Municipal Partnership Program Project – Trail from Tecumseh Vista Academy to McAuliffe Park (2013)

The construction of a trail from the current easterly limit of the trail extending across the full frontage of Tecumseh Vista Academy (in the Shields ROW) to the existing trail system in McAuliffe Park. Funding for the trail was 1/3 each (or $16,666 each) from the Town Special Projects Reserve, the Greater Essex County District School Board and the CWATS Municipal Partnership Program (MPP).

3. CWATS Municipal Partnership Program Project – Trail on 12th Conc. Rd, County Rd 42 to Dimu Dr. (2014)

A 3.0-metre wide trail having a length of approximately 300 metres was constructed along the west side of the 12th Concession Road from County Road 42 to Dimu Drive. The Town and the CWATS MPP each contributed 50% of the cost, being $20,000 each.

4. CWATS/Town/ERCA Project – Essex Greenway Trail Extension to the Herb Gray Parkway, Ontario Municipal Cycling Infrastructure Program (OMCIP) (2016)

The construction of a 3 km trail that connects the Essex Greenway Trail to the Herb Gray Parkway Trail at the Howard Road Diversion. The Town took the lead in acquiring the required lands, tendering and general project management on behalf of ERCA.

5. CWATS Project – Ganatchio Trail Extension along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road (2017)

The construction of a 2.4 km trail along Riverside Drive, from Tecumseh/Windsor Municipal Border to Manning Road was supported in principle by Council subject to:

i) CWATS accepting a facility enhancement from "paved shoulder" to an "off-road trail" segment (approved);

ii) Detailed design and public consultation being completed (ongoing);

iii) Funding being considered upon completion of the design process.

The comments from two PIC's are currently being consolidated into a report that is expected to be presented to Council in late Fall 2019. CWATS establishes that 100% of the funding (estimated cost $850,000) will be the Town's.

6. CWATS Municipal Partnership Program Project – Dedicated Bike Lanes on a Portion of Lesperance Road (2018)

The conversion of the current 3-lane road cross-section on Lesperance Road from Riverside Drive to McNorton Street (1.8 km) to a 2-lane road cross-section with dedicated 1.5-metre bike lanes through the removal of the existing pavement markings and the painting of new ones was supported in principle by Council.

During the completion of the Town's Transportation Master Plan (TMP) in 2017, the analysis supported the reconfiguration of this segment of Lesperance Road in the aforementioned manner and the Town's TMP was completed incorporating this design feature.

As outlined in CAO Report No. 08-17 and PBS Report No. 25-17, the Town was successful in receiving funding from the Ontario Municipal Commuter Cycling (OMCC) Program and the CWATS MPP Fund. In order to be eligible for these funds, the project must be completed by the end of 2019. The OMCC Program will fund 80% ($92,000) of the total cost of the project. The balance of the cost ($11,500) is to be funded by the CWATS MPP Fund at a 50%-50% cost share between the Town and the County of Essex. Therefore, the total cost of the project to the Town will be $5,750. Town funding for the total $115,000 has already been allocated as part of the 2018 PWES Capital Works Plan to support this project. However, should the works be completed by the end of 2019, the Town's costs would total $5,750.

A Public Information Session was held on the proposed project in September of 2018 and Council ultimately endorsed the project in accordance with the recommendation contained in Public Works and Environmental Services Report No. PWES-2019-05. The pavement marking painting is anticipated to be completed by the end of 2019.

7. CWATS Project – Detailed Design for Trail and Undertaking of Associated Utility Relocates along Walker Road, North Talbot Road to Highway 401 (2018)

Detailed trail design and the associated utility relocates were undertaken in 2018 to facilitate the sanitary sewer and trail construction in 2019. The total cost of the trail design work and the utility relocates for the trail was $145,200, with Tecumseh's share being $87,120 (60%) and the County's share being $58,080 (40%).

8. CWATS Project – Construction of Trail, East Side of Walker Road, From North Talbot Road to Highway 401 (2019)

The multi-use trail was constructed this summer on the east side of Walker Road extending 3.2 km from the trail along North Talbot Road to the trail currently at the 401 overpass. This trail connects the Chrysler Canada Trail (via the North Talbot Road Trail) to the trail network in the City of Windsor that currently terminates under the 401 overpass on Walker Road.

Council approved the cost of $369,770, which included, among things, works to the pedestrian infrastructure at the Walker Road and North Talbot Road intersection to include AODA requirements. The Town's share towards the construction was $221,862 (60%) with the County's share being $147,908 (40%).

As has been noted in past Reports, the majority of CWATS projects are aligned with significant County Road capacity improvements (see Attachment 1).

The purpose of this Report is to identify the details of the proposed projects for 2020 and to seek Council authorization to commence a process leading to their implementation.

Comments

Proposed 2020 CWATS Project - Portion of Segment Tec-4: Detailed Design of Bike Lanes on Manning Road (from Riverside Drive to St. Gregory's Road)

For 2020, only costs associated with the detailed design of the bike lanes is being proposed. The bike lanes are proposed for the east and west sides of a 1.0 km portion (Riverside Drive to St. Gregory's Road) of CWATS Segment Tec-4, which is in total a 1.7 km segment that proposes bike lanes on Manning Road from Riverside Drive to the VIA Railway line (see Attachment 2). Construction of the bike lanes will be undertaken in conjunction with the full reconstruction of Manning Road from a rural to an urban cross-section along this segment, in accordance with the Manning Road Improvements Municipal Class EA. These improvements are currently anticipated for the years 2021-22 and will be the subject of future Administrative reports seeking Council approval, including seeking CWATS funding for the construction of the bike lanes.

The total estimated cost of the design work by Dillon Consulting for bike lanes is $20,000, with Tecumseh's share being $12,000 (60%) and the County's share being $8,000 (40%), as determined by the CWATS cost-sharing arrangement.

The balance of the road corridor comprising CWATS Segment Tec-4 was reconstructed from a rural two-lane cross-section to an urban four-lane cross-section (including the enclosure of the East Townline Drain), excluding bike lanes, only 15 years ago. There are land requirements that will delay any further road work accommodating the introduction of bike lanes along this segment and the Town is therefore not in a position to commit funds for the remaining 700 metres of TEC-4 at this time. The timing of this project will most appropriately be coordinated with the County's introduction of bike lanes along Manning Road (County Road 19) south of the VIA Rail to County Road 22 (CWATS Segment COE-10). This County project is currently unscheduled.

Proposed 2020 Municipal Partnership Program (MPP) Project - Bike Repair Stations (at Town Hall and Optimist Park)

The CWATS MPP is intended to assist local municipalities with funding for expenditures of active transportation initiatives that include linking local facility segments, constructing ancillary infrastructure or outreach programs. It makes available up to $100,000 County wide per year. The local municipality is required to contribute a minimum of 50% of the project cost. The actual County contribution to each project will be affected by the number and dollar value of requests received and the desire by the County to take a balanced approached to funding projects.

Two bike repair stations are proposed to be purchased. One will to be located at Tecumseh Town Hall and the second at Optimist Park. The bike repair stations come equipped with repair tools, a high pressure pump and a bike hangar.

The total cost of the two bike repair stations is $6,808, plus H.S.T. with the Town's and County's share each being $3,400 (50% each), in accordance with the CWATS cost-sharing arrangement.

Consultations

Public Works & Environmental Services
Parks & Recreation Services
Financial Services
County of Essex

Financial Implications

Proposed 2020 CWATS Project – Portion of Segment Tec-4: Detailed Design of Bike Lanes on Manning Road (from Riverside Drive to St. Gregory's Road)

As noted previously, the Town's 60% share of the estimated cost for detailed design is $12,000 (excluding H.S.T.).

Administration recommends that funding for this project come from the Infrastructure Reserve (Attachment 3). The Infrastructure Reserve was originally established in 2015 to address a number of identified budget pressures, including funding the Town's share of CWATS projects over 20 years.

Proposed 2020 Municipal Partnership Program (MPP) Project - Bike Repair Stations (at Town Hall and Optimist Park)

As noted previously, the Town's 50% share of the estimated total cost for two bike repair stations is $3,400 (excluding H.S.T.).

Administration recommends that funding for this project also come from the Infrastructure Reserve (Attachment 3).

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☒	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☒	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

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

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

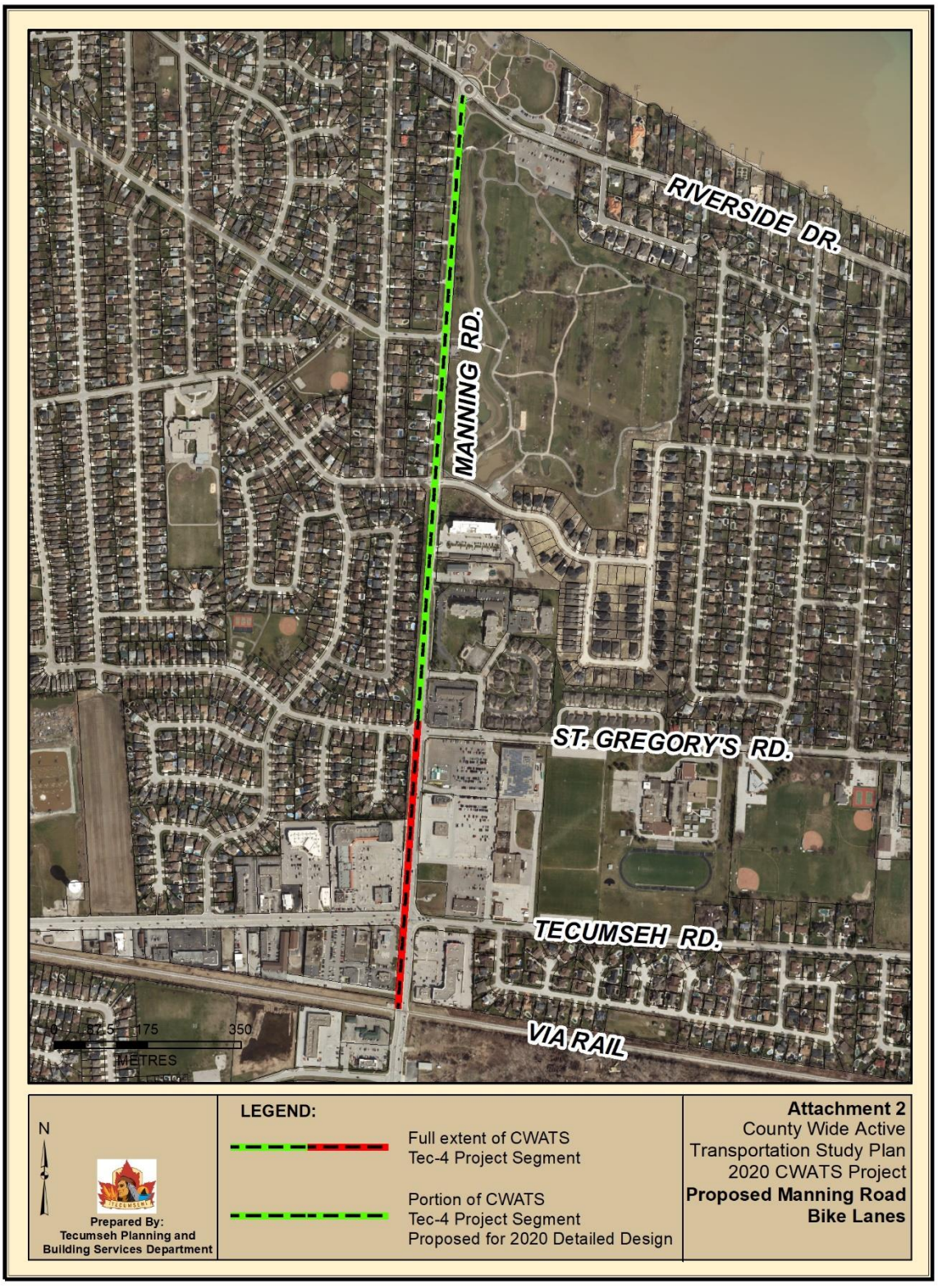
Brian Hillman, MA, MCIP, RPP
Director Planning & Building Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Tecumseh CWATS Projects Map
2	Proposed Manning Road Bike Lanes Map
3	Infrastructure Reserve Fund

Attachment 1
County Wide Active Transportation Study Plan (CWATS Plan)
Town of Tecumseh 2020 Projects
Tecumseh CWATS Projects


RIVERSIDE DR.
MANNING RD.
ST. GREGORY'S RD.
TECUMSEH RD.
VIA RAIL
0 87.5 175 350
METRES
N
Prepared By:
Tecumseh Planning and
Building Services Department
LEGEND:
Full extent of CWATS
Tec-4 Project Segment
Portion of CWATS
Tec-4 Project Segment
Proposed for 2020 Detailed Design
Attachment 2
County Wide Active
Transportation Study Plan
2020 CWATS Project
Proposed Manning Road
Bike Lanes

Attachment 3
County Wide Active Transportation Study Plan (CWATS Plan)
Town of Tecumseh 2020 Projects
Infrastructure Reserve, 2019-2023 Five Year Projections

Attachment 3 - 2019 - 2023 Infrastructure Five (5) Year Projections					
LC Infrastructure (1085)	**2019**	**2020**	**2021**	**2022**	**2023**
Reserve Balance Start of Year	$4,411,903	$3,813,453	$5,898,953	$7,114,353	$7,691,253
Budget Allocation - New Infrastructure Levy	$1,300,000	$1,300,000	$1,300,000	$1,300,000	$1,300,000
Budget Allocation - NIL Sportsplex	$50,000	$250,000	$350,000	$450,000	$550,000
DC - repayments	$91,100	$90,000	$90,000	$90,000	$90,000
Investment income above base budget	$461,000	$457,000	$457,000	$457,000	$457,000
Tecumseh Baseball re scoreboard	$8,500	$8,500	$8,500	$8,500	$8,500
GenSet Revenues	$15,000	$15,000	$15,000	$15,000	$15,000
2018 Surplus Allocation Report FS-2019-04	$761,000				
CWATS	$190,750	$11,800	$136,800	$5,300	$1,700
Funds Available	**$7,289,253**	**$5,945,753**	**$8,256,253**	**$9,440,153**	**$10,113,453**
Committed					
Official Plan	$22,500				
Development Charge Study	$2,000				
Tecumseh Hamlet Secondary Plan	$37,000				
Sportsplex - Debt Servicing			$550,000	$550,000	$550,000
CWATS: CR11 - Hwy 401 to NTR (Multi-Use Trail)	$463,300				
Riverside Dr. Trail	$748,500				
McAuliffe Park - New Washroom Building	$217,500				
Town Hall Expansion	$1,950,000				
Mulberry Drive Trail	$35,000				
Balance Committed	**$3,475,800**	**$0**	**$550,000**	**$550,000**	**$550,000**
Balance Uncommitted	**$3,813,453**	**$5,945,753**	**$7,706,253**	**$8,890,153**	**$9,563,453**
Proposed					
Lesperance Road Trail (CR22 to CR42)			$49,900	$814,600	
Riverside Dr Pathway (Arlington to Kensington)				$9,000	$147,000
CR42/CR19 Roundabout (Sidewalks)		$19,000			
CR42: CR43 to Lesperance (Sidewalks)				$362,000	
CR42: Lesperance to CR19 (Sidwalks)					$57,500
CWATS: CR42/CR19 Roundabout (Bike Lanes)		$1,000			
CWATS: CR43 Banwell Diversion (Multi-Use Lanes)			$342,000		
CWATS: CR42: CR43 to Lesperance (Bike Lanes)				$13,300	
CWATS: Lesperance to CR19 (Bike Lanes)					$4,200
Pickleball Complex Lacasse Park			$200,000		
CWATS: Manning (Riverside to St. Gregory's) design		$20,000			
CWATS: Bike repair stations (Town Hall & Optimist)		$6,800			
Balance Proposed	**$0**	**$46,800**	**$591,900**	**$1,198,900**	**$208,700**
Balance Available	**$3,813,453**	**$5,898,953**	**$7,114,353**	**$7,691,253**	**$9,354,753**

The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: September 10, 2019

Report Number: PBS-2019-31

Subject: Community Housing Renewal Strategy
Ontario Priorities Housing Initiatives (OPHI)
Town of Tecumseh's Participation in 2019 Rental Housing Component
OUR FILE: D04 AFF

Recommendations

It is recommended:

That the Town's participation in the Ontario Priorities Housing Initiatives (OPHI), 2019 Rental Housing Component of the Community Housing Renewal Strategy, **be confirmed**;

And that the mandatory program requirements identified under the OPHI, requiring setting the property tax rate for multi-unit residential units receiving capital program funding at the effective rate equivalent to the Single Residential Rate for the Town, or by providing a grant-in-lieu to have the same effect, **be provided**.

Background

Since 2007, the Town has been a participant in the Canada-Ontario Affordable Housing Program (COAHP), as authorized by Council. In 2018, the program was renamed as the Rental Housing Component of the Social Infrastructure Fund (SIF). The program provides funding and priority consideration for proposals that provide affordable rental housing for low-income senior citizens and persons with disabilities. The City of Windsor has been designated the Service Manager responsible for the delivery of the social housing programs in Windsor and Essex County.

Historically, the response to the program region-wide has been positive. In past years, Community Living Essex County was awarded funding for three separate residential locations in Tecumseh, totalling ten affordable rental units representing $731,500 of program funds.

In April of 2019, the Ministry of Municipal Affairs and Housing (MMAH) announced funding under the Ontario Priorities Housing Initiatives (OPHI) for community housing. This funding would be delivered under Ontario's Community Housing Renewal Strategy.

The City of Windsor Housing and Children's Services (CWHCS) is the authority that oversees the aforementioned housing programs.

Comments

Program Details

The CWHCS has requested confirmation from the Town of Tecumseh of its continued intention to participate in the upcoming 2019 Rental Housing Component of the Community Housing Renewal Strategy, as funded by the OPHI. There are two requirements to be fulfilled by the Town in order to participate in the OPHI, as follows:

1. Reduction in Municipal Property Tax Rate

   To participate in the program for 2019, the Town needs to reconfirm that it wishes to participate in the program and that it agrees to reduce the municipal portion of property taxes for any OPHI funded rental housing project by setting the tax rate equivalent to or lower than, the Single Residential Rate or provide a grant-in-lieu to have the same effect.

   However, in 2018, the province introduced a new tax class for new multi-residential development, established as multi-Residential – New Construction. The province requires that the tax rate for this new class be equal to or up to a maximum of 10% higher than the Single Residential Rate. The Town's tax ratios are set at the County level and the new Multi-Residential – New Construction has been set equal to the Single Residential tax class for 2018. In effect, this new tax classification will result in all new multi-residential development being taxed at the same rate as single residential development.

   Notwithstanding the foregoing, the program requires Municipalities in which approved projects are located to set the municipal portion of property taxes for the project at a rate equivalent to, or lower than, the Single Residential Rate for the municipality for the 20-year duration of the program. This protects against a potential future legislative change that could have the effect of increasing the Multi-Residential – New Construction Rate to a rate that is greater than the Single Residential Rate. Accordingly, Council's commitment to maintain this rate for approved projects over the 20-year life of the program is still required and is recommended.

2. Passage of Municipal Housing Facility By-law

   If a development under the OPHI program is proposed, Ontario Regulation 603/06 of the *Municipal Act, 2001* requires that before an agreement respecting municipal housing project facilities is entered into, a Municipal Housing Facility By-law must be enacted, which must comply with the requirements of subsection 7(2) of the aforementioned Ontario Regulation. Council passed By-law 2017-30, the Municipal Housing Facilities By-law, on May 9, 2017. This by-law outlines the parameters in which housing developed under the government programs receive municipal funding. The By-law is in effect until May of 2022.

Municipalities that agree to the single residential property tax rate requirement and Municipal Housing Facility By-law are referred to as "participating municipalities". Delivery of the OPHI funding requires confirmation from each member municipality that wishes to participate in the program so that participating municipalities may be listed in as location options for social housing programs in Windsor and Essex County. If a municipality does not wish to participate, proposals received for projects located within the municipality are not eligible for funding.

The Rental Housing component of the program may fund up to 75% of the total pro-rated share of capital costs of the affordable units, on a 20-year forgivable loan basis.

Participating landlords are required to maintain rents at 80% or less of the then current CMHC or alternate average market rents for the 20-year duration of the program. It is noted there is not a specific allocation provided to each participating municipality.

To facilitate the CWHCS' review and selection of the program components to be delivered in 2019, written confirmation of a municipality's participation in the program is required for September of 2019, along with confirmation that the mandatory property tax requirement will or has been adopted.

Program Promotion

CWHCS has advised that since 2006, they have maintained a "bidders list" of various development firms/agencies that have expressed an interest in affordable housing throughout the Windsor-Essex region. When Requests For Proposals (RFPs) are initiated through the City of Windsor Purchasing Department, all those on the list are notified. In addition, commencing this year CWHCS has conducted media releases outlining the aforementioned program which has been covered by both newspaper and radio media.

If Council adopts this Report, it will be listed in the Town's Council Highlights news release, which is shared on the Town's website and social media. A direct mailing to local developers and home builders is also proposed along with a request to CWHCS to share this Report with those on its bidders list. Any other communication opportunities will be explored by the Manager Strategic Initiatives. CWHCS requests that any Town media releases advising of the Town's participation in the program direct all inquires to CWHCS for proper management of the program.

CWHCS notes that in the event a proponent wishes to initiate an affordable housing project in the Town, the proponent is required to advise the Town of its intentions and to seek formal written support of the project from the Town, as part of its proposal to CWHCS.

In addition, CWHCS advises that if Council adopts this Report, one way the Town can promote the program is to inform a prospective affordable housing project developer of any Town financial incentives available. For the Town, this is proposed to be accomplished by advising potential proponents of the Town's Tecumseh Road Main Street Community Improvement Plan (CIP), which offers each property up to $100,000 in CIP grant funding. In particular, a housing development under the noted program could potentially benefit from the CIP Development Charges Grant Program.

First Nations/Indigenous Population

To date, CWHCS has had no direct experience with First Nations/Indigenous groups as it relates to affordable housing developments. The MMAH establishes a list of "target groups" towards which municipalities may aim affordable housing developments. Local municipalities then create a target group that addresses local identified needs.

For 2019, CWHCS has established a priority target group that includes:

- Youth Supportive Housing
- Indigenous Population
- Family Units of 2 or more bedrooms
- Chronically Homeless
- Persons with Disabilities
- Homelessness Following Transition (release from Provincially-funded institutions such as hospitals or prisons).

CWHCS has indicated that it is up to the individual proponent/developer to work with whichever target group is chosen.

Consultations

Financial Services
City of Windsor Housing and Children's Services

Financial Implications

As previously noted, in 2018 the province introduced a new tax class for new multi-residential development, established as Multi-Residential – New Construction. The province requires that the tax rate for this new class be equal to or up to a maximum of 10% higher than the Single Residential Rate. The Town's tax ratios are set at the County level and the new Multi-Residential – New Construction Rate has been set equal to the Single Residential tax class for 2018. In effect, this new tax classification will result in new multi-residential development being taxed at the same rate as single residential development.

Based on the foregoing, there will be no financial implications to the Town.

If at some future date the Multi-Residential – New Construction Rate increases, it continues to be anticipated that a grant-in-lieu would be the means to give an effective Single Residential Rate until such time as changes are made by the Province to allow an alternative method to set the tax rate.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
☐	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☒	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

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

Reviewed by:

Tom Kitsos, CPA, CMA, BComm
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	**Attachment Name**
None	None

The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: September 10, 2019

Report Number: PBS-2019-32

Subject: Site Plan Control Approval
Whitfield Welding Inc.
2070 Fasan Drive
OUR FILE: D11 2070FAS

Recommendations

It is recommended:

That "Overall Site Plan – A1.0", as prepared by Rosati Construction, and attached to PBS-2019-32 as Attachment 2, which depicts a 580 square metre (6,250 square foot) industrial addition, along with associated on-site works on a 0.41 hectare (1.03 acre) property located on the north side of Fasan Drive (2070 Fasan Drive), **be approved**, subject to:

i) the Owner depositing with the Town security in the form of cash or letter of credit in the amount of ten thousand dollars ($10,000) to ensure that all of the services and other obligations of the Owner are completed to the satisfaction of the Town, which cash or letter of credit security deposit shall be returned to the Owner upon completion and final inspection of all obligations of the Owner as shown on the aforementioned plans;

ii) final stormwater management design, stormwater management calculations, and associated site service drawings being approved by the Town;

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

Background

The subject 0.41 hectare (1.03 acre) industrial property, located at 2070 Fasan Drive, is situated within the Oldcastle Business Park on the north side of Fasan Drive (see Attachment 1). Whitfield Welding Inc. ('the Owner"), which specializes in manufacturing and in high-value repair, refurbishment and part enhancement for the automotive, oil and gas, energy, aerospace and defense industries, is proposing an addition to the existing industrial building to accommodate its expanding operations.

An application for site plan approval has been filed to facilitate the construction of a 580 square metre (6,250 square foot) addition to the existing 724 square metre (7,791 square foot) industrial building, along with associated on-site works such as parking, curbing and stormwater management measures. The lands are subject to site plan control in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. This property is located in an area of the Town that requires Council approval of drawings only, without the need for a formal site plan control agreement.

The attached Site Plan (see Attachment 2 and 2A) illustrates the proposed development of the site, including:

- the aforementioned 580 square metre (6,250 square foot) industrial addition to the north end of the existing building for a total building area of 1,304 square metres (14,041 square feet);
- an expansion to the existing asphalted/curbed parking lot that will accommodate a total of 28 vehicles (including two barrier-free space); and
- stormwater management features and landscaped areas.

Comments

Zoning

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

Servicing

The proposed addition will be serviced by municipal water and stormwater services. As part of this development, the Owner will be installing a new on-site septic facility to facilitate the larger industrial building. Approval of the new septic system by the Town's Building Department will be required by way of the building permit review process.

A Stormwater Management Study and associated site service drawings, which include appropriate quantity and quality control measures, have been reviewed by Town

Administration. As a result, revisions are currently being finalized by the Owner's consultant. Final approval of the Stormwater Management Study and associated servicing drawings, to the satisfaction of the Town, shall be required prior to the issuance of a building permit. Public Works and Environmental Services have no concerns with the proposed development, subject to the final approval of the Stormwater Management Study and associated drawings.

It should be noted that the Owner will need to acquire a Certificate of Approval from the Ministry of the Environment, Conservation and Parks for the proposed stormwater management works.

Summary

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

As is the practice of the Town, a security deposit in the amount of $10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the applicant are fulfilled. Town Administration has reviewed the proposal and believes it is of an acceptable design. Accordingly, Town Administration recommends that Council approve "Overall Site Plan – A1.0", as prepared by Rosati Construction, attached hereto as Attachment 2.

Consultations

Public Works & Environmental Services
Fire & Emergency Services

Financial Implications

None

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
☒	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
☒	Ensure that the Town of Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
☐	Integrate the principles of health and wellness into all of the Town of Tecumseh's plans and priorities.
☐	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
☐	Demonstrate the Town's leadership role in the community by promoting good governance and community engagement, by bringing together organizations serving the Town and the region to pursue common goals.

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

This report has been reviewed by Senior Administration as indicated below and recommended for submission by the Chief Administrative Officer.

Prepared by:

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

Reviewed by:

Phil Bartnik, P.Eng.
Director Public Works & Environmental Services

Reviewed by:

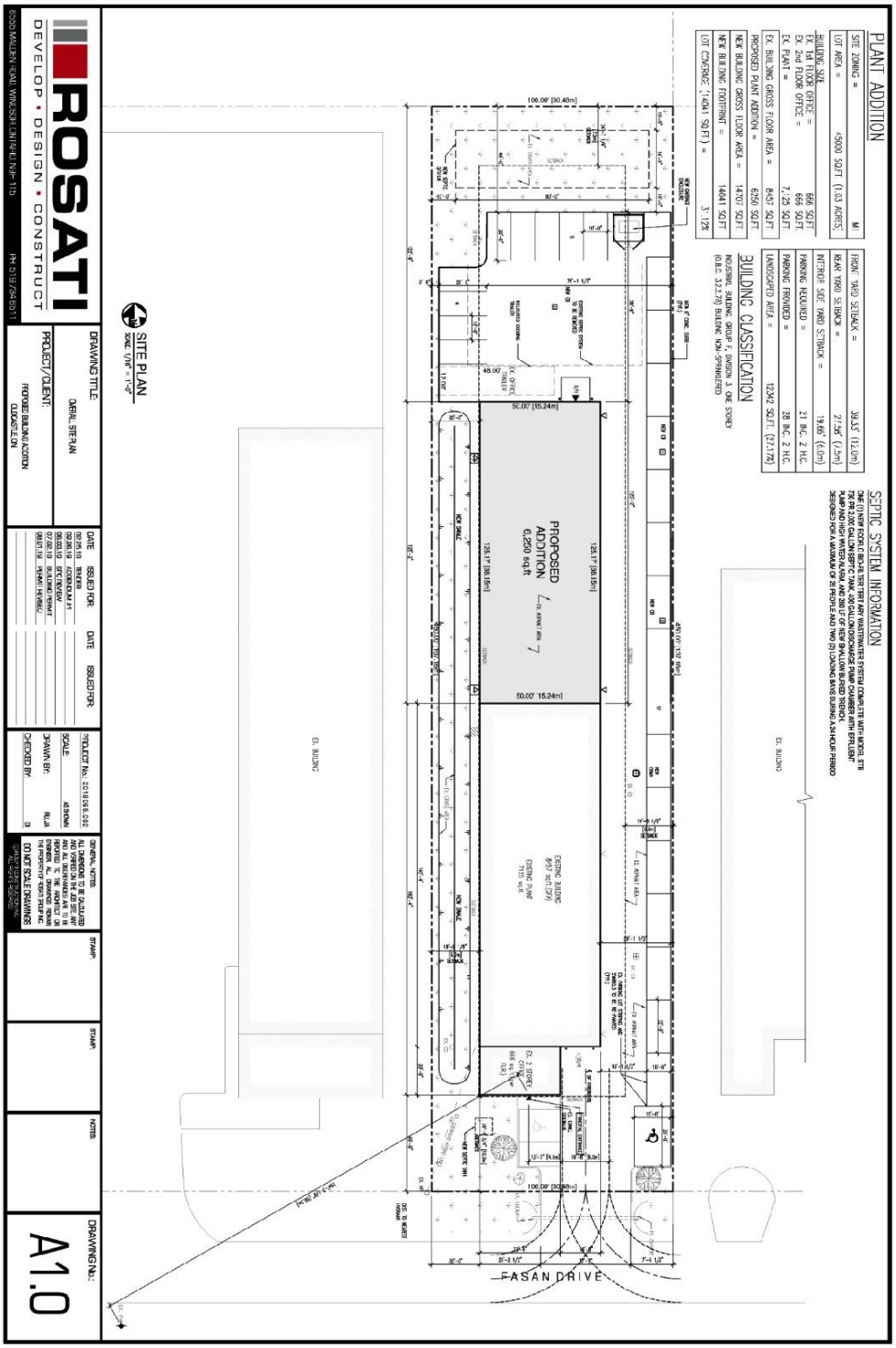
Brian Hillman, MA, MCIP, RPP
Director Planning & Building Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

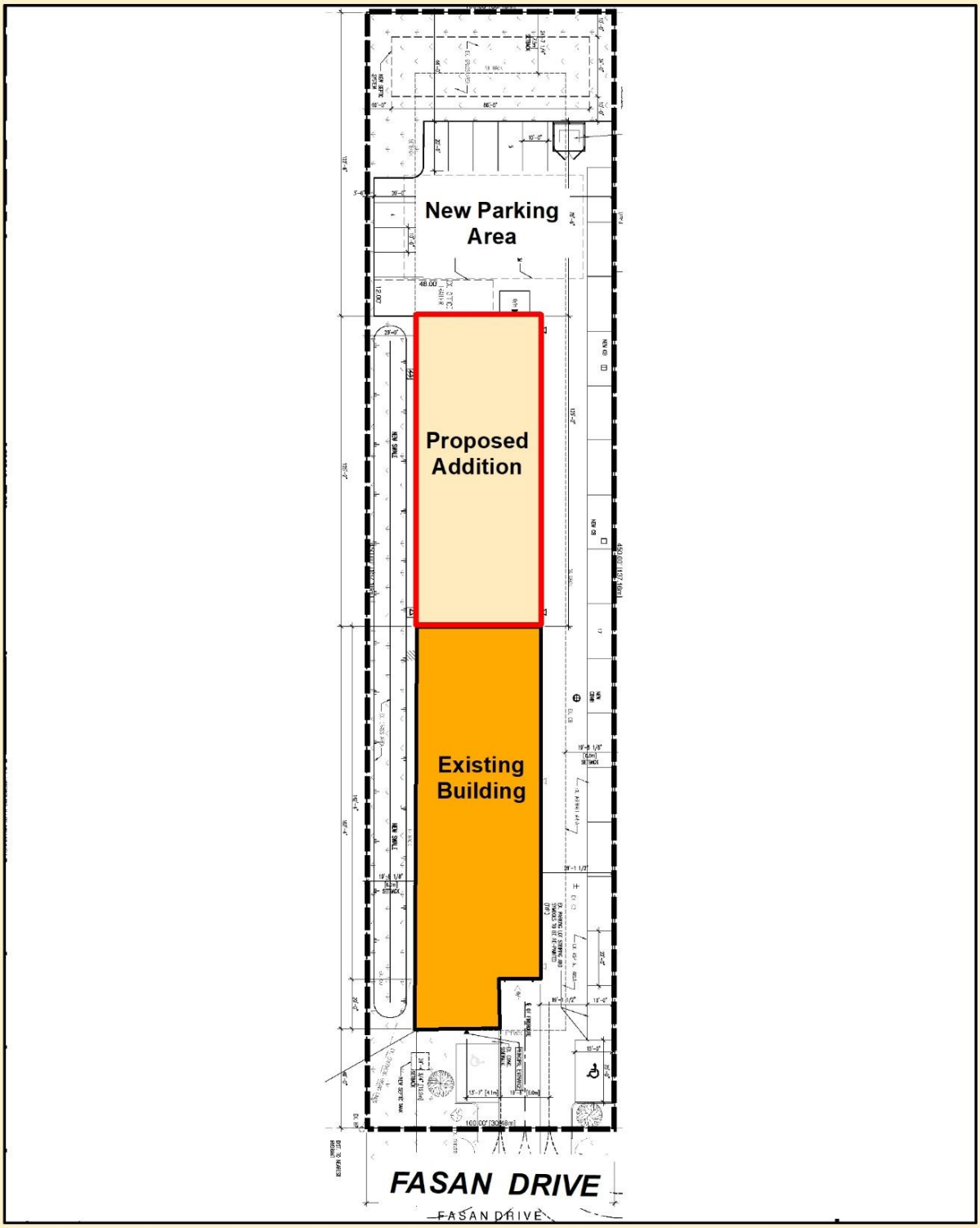
Attachment Number	**Attachment Name**
1	Property Location Map
2	Proposed Site Plan
2A	Proposed Site Plan, Detail View
3	Zoning Map

BLACKACRE DR.
FASAN DRIVE
HIGHWAY NO.3
0
30
60
Metres
N
Legend:
Subject Property
Prepared By:
Tecumseh Planning and
Building Services Department
Attachment 1
Site Plan Control Approval
Whitfield Welding Inc.
2070 Fasan Drive
Property Location



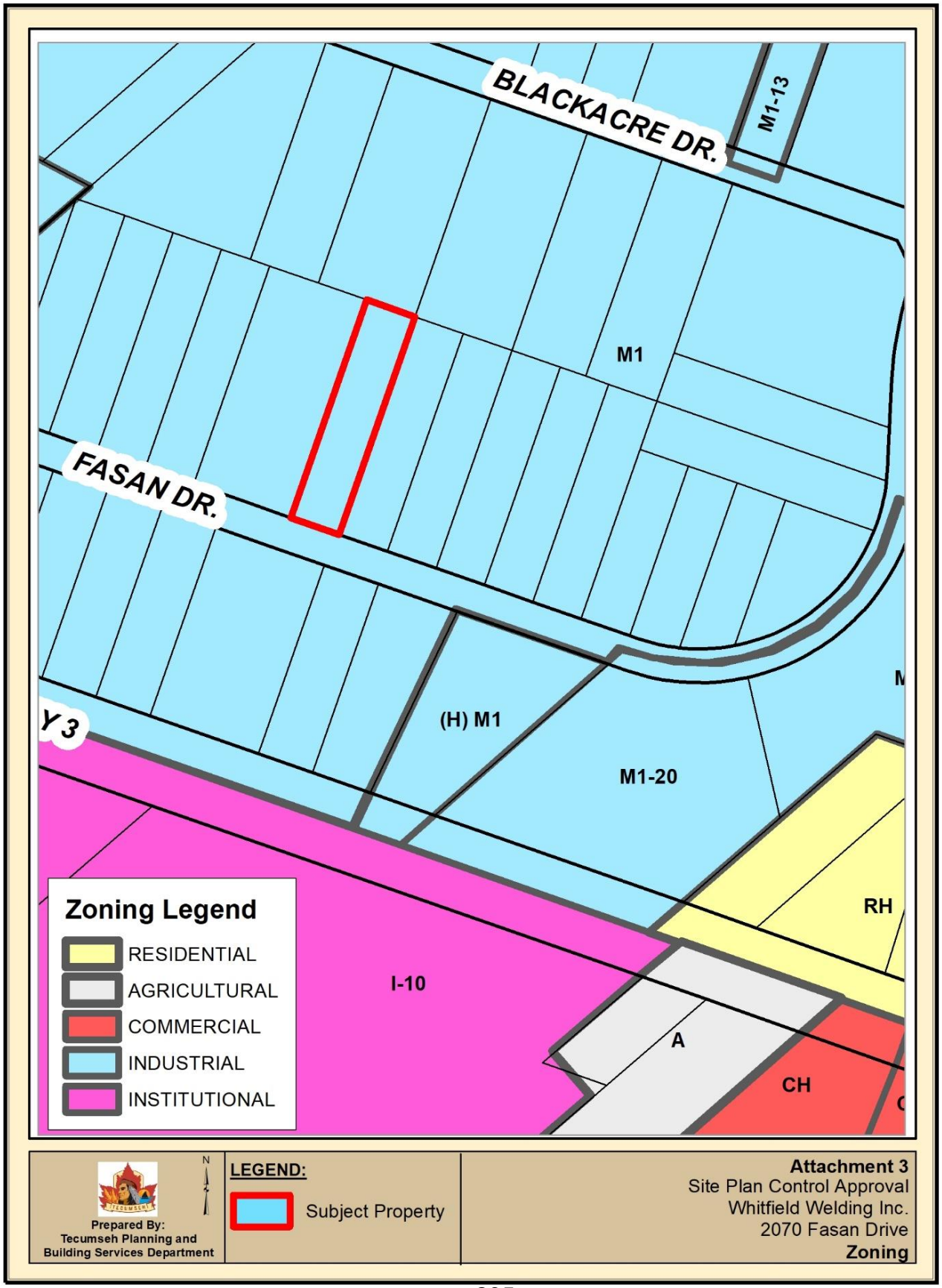
Attachment 2
Site Plan Control Approval
Whitfield Welding Inc.
2070 Fasan Drive
Proposed Site Plan

Prepared By:
Tecumseh Planning and
Building Services Department



Prepared By:
Tecumseh Planning and Building Services Department

Attachment 2A
Site Plan Control Approval
Whitfield Welding Inc.
2070 Fasan Drive
Proposed Site Plan, Detail View


BLACKACRE DR.
M1-13
M1
FASAN DR.
(H) M1
M1-20
Y 3
RH
I-10
A
CH
Zoning Legend
RESIDENTIAL
AGRICULTURAL
COMMERCIAL
INDUSTRIAL
INSTITUTIONAL
N
Prepared By:
Tecumseh Planning and
Building Services Department
LEGEND:
Subject Property
Attachment 3
Site Plan Control Approval
Whitfield Welding Inc.
2070 Fasan Drive
Zoning

The Corporation of the Town of Tecumseh

By-Law Number 2019-65

Being a by-law to authorize the execution of Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing and The Corporation of the Town of Tecumseh under the National Disaster Mitigation Program

Whereas the Government of Canada (Canada) established the National Disaster Mitigation Program (NDMP) to support projects that contribute to the reduction of the impacts of natural disasters on Canadians;

AND WHEREAS The Corporation of the Town of Tecumseh (Town) has been allocated Funds from the NDMP for improvements to the Scully and St. Marks Storm Pump Station and P.J. Cecile Storm Pump Station (Projects);

AND WHEREAS Minister of Municipal Affairs and Housing, an agent of Her Majesty the Queen in right of Ontario (Minister), will be administering the NDMP in the Province of Ontario;

AND WHEREAS the Town is desirous of entering into an Agreement with the Minister which sets out the terms and conditions upon which NDMP funds will be provided to the Town for the purpose of carrying out the Projects;

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 a Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Minister of Municipal Affairs and Housing, a copy of which Transfer Payment 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 Transfer Payment 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 10th day of September, 2019.

Gary McNamara, Mayor

Laura Moy, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20___

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Municipal Affairs and Housing

(the **"Province")**

- and -

The Corporation of the Town of Tecumseh

(the **"Recipient")**

BACKGROUND

The Government of Canada has established the National Disaster Mitigation Program ("the Program") to support projects that contribute to the reduction of the impacts of natural disasters on Canadians.

This Project was chosen by Canada for funding through Intake 5 of the Program.

The Ministry of Municipal Affairs and Housing administers the funding of the Projects occurring in Ontario.

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule "A" - General Terms and Conditions
Schedule "B" - Project Specific Information and Additional Provisions
Schedule "C" - Project
Schedule "D" - Budget
Schedule "E" - Payment Plan
Schedule "F" - Reports
Schedule "G" - Aboriginal Consultation, and
any amending agreement entered into as provided for in section 4.1,

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

2.0 CONFLICT OR INCONSISTENCY

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

(a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and

(b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing

_____
Date

_____
Name: The Honourable Steve Clark
Title: Minister of Municipal Affairs and Housing

The Corporation of the Town of Tecumseh

_____
Date

_____
Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

_____
Date

_____
Name: Laura Moy
Title: Director Corporate Services & Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

(a) words in the singular include the plural and vice-versa;

(b) words in one gender include all genders;

(c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;

(d) any reference to dollars or currency will be in Canadian dollars and currency; and

(e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

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

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

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

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

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

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

"Funding Year" means:

(a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

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

"Maximum Funds" means the maximum Funds set out in Schedule "B".

"Notice" means any communication given or required to be given pursuant to

the Agreement.

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

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

(a) the full power and authority to enter into the Agreement; and

(b) taken all necessary actions to authorize the execution of the Agreement.

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

(a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;

(b) procedures to enable the Recipient’s ongoing effective functioning;

(c) decision-making mechanisms for the Recipient;

(d) procedures to enable the Recipient to manage Funds prudently and effectively;

(e) procedures to enable the Recipient to complete the Project successfully;

(f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

(g) procedures to enable the preparation and submission of all Reports

required pursuant to Article A7.0; and

(h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A3.0 TERM OF THE AGREEMENT

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

A4.0 FUNDS AND CARRYING OUT THE PROJECT

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

(a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;

(b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and

(c) deposit the Funds into an account designated by the Recipient provided that the account:

(i) resides at a Canadian financial institution; and

(ii) is in the name of the Recipient.

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

(a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;

(b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

(c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or

(d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

(e) if, the Province does not receive the funding from the Government of Canada for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) reduce the amount of Funds and, in consultation with the Recipient,

change the Project; or

(ii) terminate the Agreement pursuant to section A12.1.

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

(a) carry out the Project in accordance with the Agreement;

(b) use the Funds only for the purpose of carrying out the Project;

(c) spend the Funds only in accordance with the Budget;

(d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 **Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

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

(b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Maximum Funds**. The Recipient acknowledges that the Funds available to it pursuant to the Agreement are to reimburse the Recipient for the Eligible Expenses incurred by the Recipient and will not exceed the lessor of the Maximum Funds or 50 per cent of the Recipient's Eligible Expenses.

A4.7 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

(a) do so through a process that promotes the best value for money; and

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

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

A6.0 CONFLICT OF INTEREST

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

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

(a) the Recipient; or

(b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 **Disclosure to Province.** The Recipient will:

(a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 **Preparation and Submission.** The Recipient will:

(a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;

(b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

(c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and

(d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

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

(b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 **Inspection.** The Province, its authorized representatives, an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness may, at their own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives an independent auditor identified by the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and

Emergency Preparedness may take one or more of the following actions:

(a) inspect and copy the records and documents referred to in section A7.2;

(b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

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

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

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

(a) acknowledge the support of the Province and the Government of Canada for the Project; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the respective negligence or wilful misconduct of the Province or Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness or her employees and agents.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance

on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

(a) the Indemnified Parties, Her Majesty the Queen in Right of Canada as Represented by the Minister of Public Safety and Emergency Preparedness and her employees and agents as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;

(b) a cross-liability clause;

(c) contractual liability coverage; and

(d) a 30-day written notice of cancellation.

A10.2 **Proof of Insurance.** The Recipient will:

(a) provide to the Province, either:

(i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or

(ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

(b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

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

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:

(i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
(ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 **Termination Where No Appropriation.** If, as provided for in section A4.2(d) or in section 4 (2) (e), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, or if the Province does not receive funding from the Government of Canada 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.

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

(a) cancel further instalments of Funds;

(b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and

(c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

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

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

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

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

(i) carry out the Project;

(ii) use or spend Funds; or

(iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);

(b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;

(c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or

(d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) provide the Recipient with an opportunity to remedy the Event of Default;

(c) suspend the payment of Funds for such period as the Province determines appropriate;

(d) reduce the amount of the Funds;

(e) cancel further instalments of Funds;

(f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;

(g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

(h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and

(i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

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

(a) the particulars of the Event of Default; and

(b) the Notice Period.

A13.4 **Recipient not Remedying.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

(a) the Recipient does not remedy the Event of Default within the Notice Period;

(b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

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

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) demand from the Recipient payment of the unspent Funds; and

(b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

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

A16.0 DEBT DUE AND PAYMENT

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

the Province may:

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

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

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

(a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B".

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

(a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or

(b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

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

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

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

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

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

(a) be valid only if the Party granting the waiver provides it in writing; and

(b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

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

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

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

(a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "**Failure**");

(b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;

(c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and

(d) such Failure is continuing,

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

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	$180,000.00
Expiry Date	June 30, 2020
Amount for the purposes of section A5.2 (Disposal) of Schedule "A"	$5,000
Insurance	$2,000,000
Contact information for the purposes of Notice to the Province	**Name: Mike Love** **Position: Senior Program Advisor** **Address: 777 Bay Street, Toronto, Ontario M5G 2E5, 16th Floor** **Fax: 416-585-7292** **Email: mike.love@ontario.ca**
Contact information for the purposes of Notice to the Recipient	**Name:** Phil Bartnik, P.Eng. **Position:** Director Public Works & Environmental Services **Address:** 917 Lesperance Road, Tecumseh ON N8N1W9 **Fax:** 519-735-6712 **Email:** pbartnik@tecumseh.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	**Name:** Tom Kitsos, CPA, CMA BComm **Position:** Director Financial Services & Chief Financial Officer **Address:** 917 Lesperance Road, Tecumseh ON N8N 1W9 **Fax:** 519-735-6712 **Email:** tkitsos@tecumseh.ca

Additional Provisions:

B.1 **Article A4 of Schedule "A" is amended by adding the following sections**:

A4.8 Aboriginal Consultation. The Province and the Recipient agree to the following:

(a) The provision of Funds under this Agreement is strictly conditional upon the Province satisfying any obligations that it may have with and, if required, accommodate any Aboriginal Group with an interest in the Project;

(b) The Recipient will act as the Province's delegate for any procedural aspects of any consultation obligations that the Province may have with any Aboriginal Group in relation to the Project;

(c) The Recipient's obligations as the Province's delegate will include:

(i) Following the process set out in Schedule “G” of the Agreement as it relates to engaging or consulting with any Aboriginal Group that may have an interest in the Project,

(ii) Taking directions from the Province in relation to engaging or consulting with any Aboriginal Group with an interest in the Project as well as any other directions the Province may issue in relation to engagement or consultations, including suspending or terminating the Project, and

(iii) Providing a detailed description of any actions the Recipient took in relation to engagement or consultation with any Aboriginal Group that has an interest in the Project as described in Schedule “G”; and

(d) The Recipient will not commence or allow any third party to commence construction on any aspect of the Project for forty-five (45) Business Days, or such other time as the Province may direct, after it has provided the Province with written evidence that the Recipient has sent a notice about the Project to the Aboriginal Groups the Province has identified in accordance with Schedule “G” of the Agreement.

A4.9 Eligible Expenditures. Only the Recipient’s expenditures incurred in accordance with Schedule “C” and Schedule “D” are eligible for funding under this Agreement.

B.2 Article A8 of Schedule “A” is amended by adding the following section:

A8.3 Languages. If the Recipient is located in a municipality designated by section 14 of the French Languages Services Act, the Recipient will consider providing information concerning the Project to the public in both English and French.

B.3 Schedule “A” is amended by adding the following section:

A29.0 Intellectual Property

A29.1 Definitions. In this Article the following terms have the following meanings:

“Intellectual Property” means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity’

“Newly Created Intellectual Property” means any Intellectual Property created by the Recipient in the course of performance of its obligations under the Agreement;

A29.2 Recipient’s Grant of Licence

The Recipient grants the Province and Her Majesty the Queen in Right of Canada, a royalty-free, permanent and non-exclusive license to use, produce, reproduce, distribute, translate, publish or perform, in any way, of any Newly Created intellectual property created by the Recipient in carrying out the Project or an adaptation, in any language, for any governmental non-commercial purpose.

A29.3 Recipient’s Representation and Warranty Regarding Third-Party

Intellectual Property

The Recipient represents and warrants that the Newly Created Intellectual Property shall not infringe or induce the infringement of any Third-Party's Intellectual Property rights.

A29.4 Further Assurances Regarding Copyright

At the request of the Province, at any time or from time to time, the Recipient shall execute and agrees to cause the Recipient's Personnel to execute a written licence referred to in section A29.2 to the Province in a form acceptable to the Province. The Recipient shall deliver such written licences(s) to the Province within ten (10) Business Days of the receipt of the request from the Province. The Recipient will obtain or execute any other document reasonably required by the Province to protect the Intellectual Property of the Province.

A29.5 Ministry May Prescribe Further Compliance

The Province reserves the right to prescribe the specific manner in which the Recipient shall perform its obligations relating to this Article.

A29.6 Survival

The obligations contained in this Article shall survive the termination or expiry of the Agreement.

SCHEDULE "C"
PROJECT

Project Title: Oldcastle Storm Water Master Plan

Objectives
The project aims to develop a Storm Water Master Plan (SWMP) for the drainage area in the Town of Tecumseh.
Description
The project is to assess minor system drainage constraints, as well as existing flood risks/vulnerabilities associated with major storm events. With a clear understanding of the flood risks, the project objective is then to evaluate flood mitigation measures. The Oldcastle Hamlet area is primarily developed as industrial lands with rural cross-sections and low level of service via shallow drainage swales and relatively small pipe enclosures. Some older sites have been developed prior to any storm water management quantity control in regards to major storm events and more recent sites have practiced a pre-development versus post-development quantity control approach for storms up to the 1:00 year design storm. Thus, this area is believed to be at high-risk where a major storm event in the Oldcastle Hamlet is expected to cause significant surface ponding with limited overland flow capacity. The extent of surface ponding and potential damages is not understood at this time. This project aims first and foremost to gain a better understanding of the potential major storm flooding extents and impact and vulnerabilities to existing and future properties. With a clear understanding of the problem, this project aims to evaluate flood mitigation measures as well as inform the public of potential risks and mitigation measures.
Expected Outcomes
Reducing impacts of disasters on Canadians: - By identifying major storm surface flooding extents and risk of damages under current 1:100 year design, as well as climate change scenarios - By informing public of risks via consultation - By implementing mitigation measures to reduce risks Reducing disaster-related financial liabilities for all levels of government: - By creating a watershed scale storm water management plan to address existing issues, identify risks/vulnerabilities, identify flood mitigation measures, communicate flood mitigation with public, and pro-actively guide future development. Reducing risk, developing capacity and/or enhancing resilience: - By educating public on the importance of climate change adaptation and the need for collaborative effort between both municipalities and private land owners.
Official Languages
1. Ontario will follow the language legislation and/or policies of its own jurisdiction. 2. Ontario will consider the needs of official language minority communities in relation to any stakeholder engagement activity. 3. In carrying out the projects, Ontario agrees to take into consideration the needs of official language minority communities in Ontario.

2) Work Plan Template				Add Row	Remove Row
Activities	Tasks	Deliverable(s)/ Product(s)	Resources	Timelines (Start and End Dates) [yyyy/mm/dd]	Considerations/ Comments
Preliminary works	data collection and gap analysis.	list of data gaps to rectify	n/a	Start Date: End Date:	Start Date: 2018/08/24 End Date: 2019/03/31 non-NDMP funds
Capacity Assessment	model setup and analysis of minor and major storm systems	identify storm drainage issues and major storm flooding extents	Ontario Ministry of the Environment (2008), Design Guidelines for Sewage Works	Start Date: 2019/04/01 End Date: 2019/08/01	Start Date: 2019/04/01 End Date: 2019/08/01
Public Consultation	consult with public on existing risks/ vulnerabilities and flood mitigation measures	two PICs	Municipal Engineers Association, Municipal	Start Date: 2019/09/15 End Date: 2019/11/30	Start Date: 2019/09/15 End Date: 2019/11/30
Stormwater Master Planning	develop stormwater master plan, including recommendations for infrastructure improvements, flood mitigation measures and guidance for future development.	stormwater master plan report	Municipal Engineers Association, Municipal	Start Date: 2019/08/01 End Date: 2020/03/31	Start Date: 2019/08/01 End Date: 2020/03/31

SCHEDULE "D"

BUDGET

Revenues for Fiscal Year

2019-20

Project Title: Oldcastle Storm Water Master Plan

Government Funding (municipal, provincial, territorial and federal)	**Amount**
Public Safety Canada	$180,000.00
Subtotal – Cash	$180,000.00
Subtotal – In-kind	$0.00
Total Government Funding *Government assistance **100%** (municipal, provincial, territorial and federal)* *cannot exceed 100% of eligible expenditures*	**$180,000.00**
Non-government Funding and other	
Town of Tecumseh	$270,000.00
Subtotal – Cash	$270,000.00
Subtotal – In-kind	$0.00
Total Non-government Funding and other	**$270,000.00**
Total Revenues:	**$450,000.00**

1. Cash: actual dollar value or revenues/funding received

2. In-Kind: non-cash input which is given a cash value

Eligible Expenses for Fiscal Year

2019-20

Project Title: Oldcastle Storm Water Master Plan

Detailed Eligible Expenditures by Category	Eligible Expenditures			
	Public Safety Canada Funding	Other Government Funding	Non Government Funding and other	Total
Consultant fees	$180,000.00		$270,000.00	$450,000.00
Subtotal – Cash	$180,000.00	$0.00	$270,000.00	$450,000.00
Subtotal – In-kind		$0.00	$0.00	$0.00
Total Expenditures:	**$180,000.00**	**$0.00**	**$270,000.00**	**$450,000.00**

1. Cash: actual dollar value or revenues/funding received

2. In-Kind: non-cash input which is given a cash value

SCHEDULE "E"
PAYMENT PLAN

Progress Payments (as applicable)

April 1, 2019 to March 31, 2020	
Reporting Due Dates	**Scheduled Payment Date**
October 11, 2019	December 12, 2019
April 10, 2020	June 12, 2020
Final Payment (Holdback) at the end of the agreement	
Reporting Due Dates	**Scheduled Payment Date**
No more than forty-five (45) days after the project's stated end date	No more than sixty (60) days after the Province's approval of the final financial statement and final project report

Final Payment (Holdback) at the end of the Agreement
• Final Payment (holdback) = 3% of the Province's contribution amount. • Final payment (holdback) from the Province is released upon receipt and approval of the Final Project Report and the final financial statement • The final financial statement (with actuals from all fiscal years) and the final Project report for the Project must be submitted by the Recipient to the Province no more than forty-five (45) days after the Project's stated end date.

SCHEDULE "F"
REPORTS

April 1, 2019 to March 31, 2020		
Reporting Due Dates	**Period Covered for payments**	**Required documents**
October 11, 2019	April 1, 2019 to September 30, 2019 (Q1 and Q2)	• Initial financial statement with actuals for Q1 and Q2 • Supporting documentation, such as invoices or receipts • Interim Project report
April 10, 2020	October 1, 2019 to March 31, 2020 (Q3 and Q4)	• Updated financial statement with actuals for Q3 and Q4 • Supporting documentation, such as invoices or receipts • Interim Project report

The Recipient will use a financial statement template provided by the Province in order to submit the financial statements to the Province prior to the reporting deadline.

Upon completion of the Project or upon the termination of the Agreement, the Recipient will include in the Final Project report a statement indicating the square kilometers of flood vulnerable area studied by the Project, which will be the performance measure for the Project.

Non-Financial Project Report

Reporting Requirements:

The Recipient must submit a Project report that will indicate the Project implementation status, results achieved in accordance with its own performance management framework, project risk information update, and the financial expenditure requirements against the intended use and in accordance with eligible expenses.

The frequency of the reporting is specified in this Schedule.

The Non-Financial Project Report captures the Recipient's progress with respect to an approved National Disaster Mitigation Program (NDMP) project. Instructions for submitting a Non-Financial Project Report are as follows:

A) General Information:

1. Enter the name of your Province / Territory.
2. Enter the Project Title of the project for which you are providing a report.
3. Identify if this Non-Financial Project Report is an **Interim** or a **Final** report.
4. Enter the Reporting Period of this Non-Financial Project Report by entering the start date and the end date of the reporting period.

B) The Project Report Tables:

The Project Report contains two tables: the "Completed Project Activities" table and the "Incomplete Project Activities" table.

1. For the "Completed Project Activities" table, include the following information for each of the following columns:

- **"Activity":** Enter a key activity that is related to your project
- **"Related Tasks (i.e. sub-activities)":** Enter the tasks that are required to complete the activity.

- **“Deliverables/Products”:** Enter the outputs and/or products that will be produced as a result of the activity being completed
- **“Resources”:** Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
- **“Timelines (Start and End Dates)”:** Enter the start and end dates for completing the activity.
- “**Considerations/Comments”:** Enter any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

2. For the “Incomplete Project Activities” table, include the following information for each of the following columns:

- **“Activity”:** Enter a key activity that is related to your project
- **“Status of Related Tasks (i.e. “sub-activities”)”:** Enter the tasks that are required to complete the activity, and their current status (i.e. “on track”, “delayed”, “done”, etc.)
- **“Status of Deliverables (i.e. progress update)”:** Enter the outputs and/or products that will be produced as a result of the activity being completed and their current status (i.e. “on track”, “delayed, “done”, etc.)
- **“Resources”:** Enter the Human Resources that will lead and/or contribute to completing the activity. Enter the materials and/or equipment that will be essential for completing the activity.
- **“Timelines (Start and End Dates)”:** Enter the planned start and end dates for completing the activity.
- “**Considerations/Comments”:** Enter the justification(s) for not completing the activity, provide any additional comments and/or considerations that you feel are required to explain the status of the activity, and note any project risk information updates in this column.

Non-Financial Project Report Template

Province / Territory: _____

Project Title: _____

Project Report Type: _____ ("Interim" or "Final")

Reporting period: _____ – _____
(enter start date) (enter end date)

1. **Completed Project Activities**

Activity	Related Tasks (i.e. "sub-activities")	Deliverable(s) / Product(s)	Resources	Timelines (Start and End Dates)	Considerations/ Comments
1.					
2.					

3.					
4.					
5.					

2. Incomplete Project Activities (i.e. not started or not completed)

Activity	Status of Related Tasks (i.e. "sub-activities")	Status of Deliverables (i.e. progress update)	Resources	Timelines (Planned Start and End Dates)	Considerations/ Comments
1.					
2.					
3.					
4.					
5.					

SCHEDULE "G"

Aboriginal Consultation

The Recipient will perform the following activities in relation to contacting any Aboriginal Group including any First Nation Band Council potentially affected by the Project:

1. Contact (by phone, email, mail, fax, etc.) any Aboriginal Group, including any First Nation Band Council, that the Recipient believes might be affected by the Project and any Aboriginal Group including any First Nation Band Council, the Province has directed the Recipient to contact.

2. Inform those Aboriginal Groups including any First Nations' Band Council of the Project that might affect their community, including:
   - Project details;
   - Canada's role in the project (i.e. Canada administers the National Disaster Mitigation Program (NDMP) and provides NDMP funding);
   - The Province's role in the Project (providing partial funding to the Recipient)
   - The Recipient's role in the project
   - Project lead and other key contacts;
   - Project timelines;
   - Project risks;
   - monitoring and performance management measures; and
   - additional relevant Project information (if any)

3 If an Aboriginal Group, including a First Nation Band Council, requests a meeting with the Recipient to discuss the Project, the Recipient will:

- Arrange and attend the meeting;
- Provide relevant information on the Project to the Aboriginal Group, including First Nation Band Council; and
- Immediately advise the Province of the nature of any objections to the Project or accommodation requests expressed by the Aboriginal Group including a First Nation Band Council during the meeting.

4 Obtain the following information from every Aboriginal Group including any First Nation Band Council that was contacted and submit this information to the Province:

- A confirmation that it has been made aware of the Project that might affect it;
- A statement from the Aboriginal Group, including a First Nation Band Council, that indicates its support for the Project that might affect it, and if this position is final, preliminary or conditional in nature; and

- Any issues or concerns that the Aboriginal Group or First Nation Band Council raised in relation to the Project that might affect it.

5. Indicate to the Province what steps the Recipient has taken to address any issues raised in the engagement or consultation by an Aboriginal Group, including a First Nation Band Council.

The Corporation of the Town of Tecumseh

By-Law Number 2019 - 66

Being a by-law to amend By-law 2065, the Town's Comprehensive Zoning By-law for those lands in the former Village of St. Clair Beach

(Removal of Holding Zone Symbol "H", affecting a 1.3 hectare property located on the north side of Tecumseh Road, 14400 Tecumseh Road
Harbour Club Condo – Petretta Construction)

Whereas By-law No. 2065 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Village of St. Clair Beach;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 2065;

And whereas this By-law conforms to the Official Plan in effect for the Town of Tecumseh for lands in the former Village of St. Clair Beach, as amended;

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

1. That Schedule "A", to By-law 2065, as amended, is hereby further amended by removing the holding zone symbol for those lands as indicated on Schedule "A" attached hereto and forming part of this By-law.

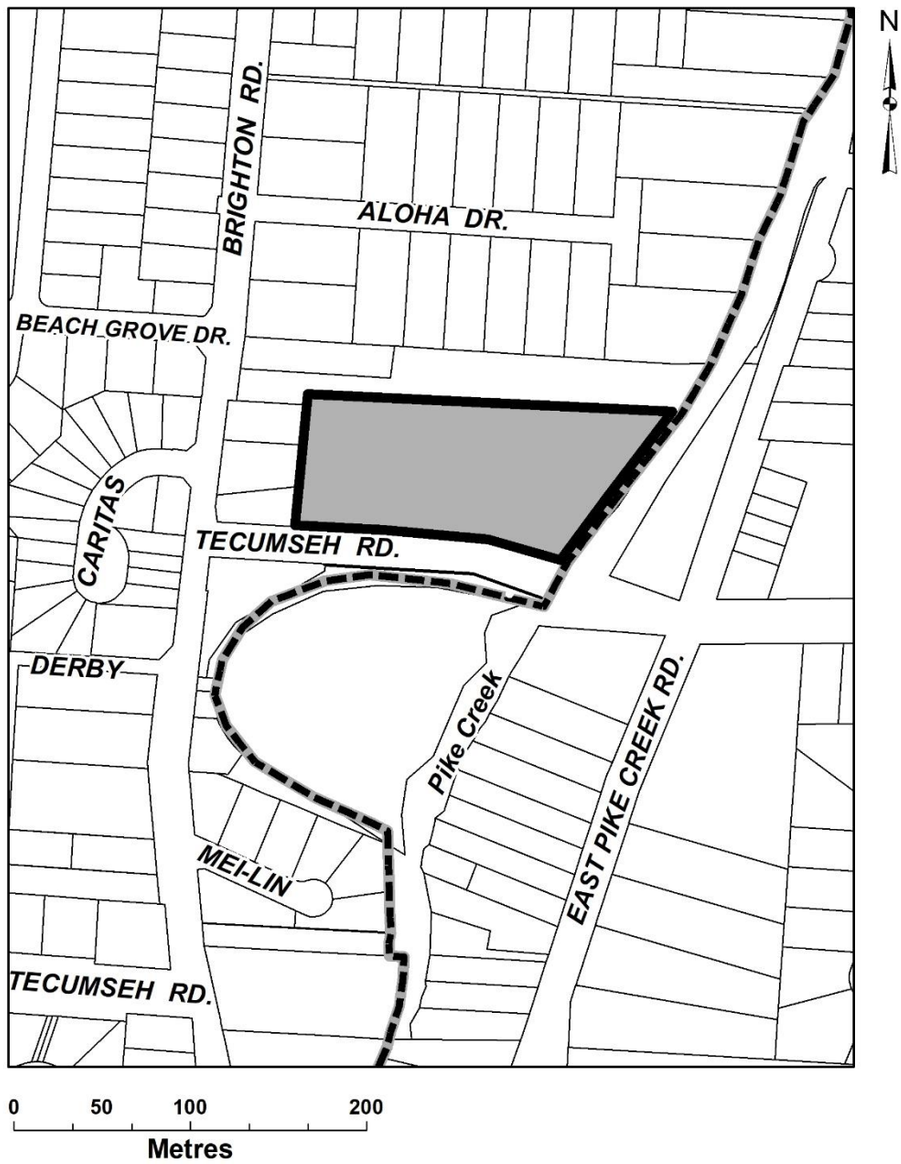
2. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 36 of the *Planning Act, R.S.O. 1990*.

Read a first, second and third time and finally passed this 10th day of September, 2019.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
14400 TECUMSEH ROAD
TOWN OF TECUMSEH



Change from "(H) R3-13" to "R3-13"

This is Schedule "A" to By-law No. 2019-66.
Passed the 10 th day of September, 2019

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2018 - 67

Being a by-law to authorize the execution of a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and 2593430 Ontario Limited

Whereas 2593430 Ontario Limited owns certain lands situated within the Town of Tecumseh;

And Whereas The Corporation of the Town of Tecumseh (Corporation) has enacted a by-law designating the Lands as a site plan control area, pursuant to Section 41(2) of the *Planning Act, R.S.O 1990, C.P.13* (Act) and the thereto,

And Whereas where site plan control is in effect, Section 41 of the Act and amendments thereto, state that the approval of plans by a municipal council is required prior to development of lands, and that the municipality may require an owner to enter into an agreement with the municipality respecting certain prescribed matters;

And Whereas as a condition of agreeing to development of the Lands, the Corporation has requested 2593430 Ontario Limited to enter into a Site Plan Agreement;

And Whereas the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-law of the Corporation;

And Whereas under Section 5 of the *Municipal Act 2001, S.O. 2001 c.25*, the powers of a municipality shall be exercised by its council by by-law;

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Agreement between The Corporation of the Town of Tecumseh and 2593430 Ontario Limited dated the 10th day of September 2019, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Site Control Plan Agreement;

2. **And that** this by-law shall come into force and take effect upon the date of the third and final reading thereof.

Read a first, second and third time and finally passed this 10th day of September, 2019.

Gary McNamara, Mayor

Laura Moy, Clerk

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

2593430 Ontario Limited

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario N8M 1A2

INDEX TO ARTICLES

RECITALS

ARTICLE 1 – MUNICIPALITY CONSULTANTS
1.1 – Municipality to Retain

ARTICLE 2 - THE OWNER AGREES
2.1 - Owner Agrees
2.1.1 - Owner to Provide
2.1.2 - Construction and Maintenance
2.1.3 - The Development
2.1.4 - Plans
2.1.4.1 Criteria
2.1.4.2 Preparation of Plans
2.1.4.3 Lot Grading Plan
2.1.4.4 Drainage Plan
2.1.4.5 Landscaping Plan
2.1.4.6 Reference Plan
2.1.4.7 Elevations
2.1.5 – Engineer
2.1.6 – Services
2.1.6.1 - Stormwater Management
2.1.6.2 – Sanitary Sewers
2.1.6.3 - Water Services
2.1.6.4 - Electrical Services
2.1.6.5 - Underground Telephone and Gas
2.1.6.6 – Notification and Permits
2.1.6.7 - Co-ordination of Services
2.1.7 - Traffic Signs
2.1.8 – Entrances
2.1.9 - Repair
2.1.10 - Dirt and Debris
2.1.11 – Address Sign
2.1.12 – Environmental Laws, Approvals and Mitigation Measures
2.1.13 – Noise By-Laws
2.1.14 – Local Improvements / Drainage Act
2.1.15 – Parking, Driveways and Loading Areas
2.1.16 - Snow Removal
2.1.17 - External Lighting
2.1.18 – Signs
2.1.19 - Refuse Collection
2.1.20 - Notice re School Availability
2.1.21 - Notice re Canada Post

ARTICLE 3 - TIMING
3.1 – Conditions
3.1.1 - Conditions Precedent
3.1.2 - Conditions Subsequent
3.2 - Buffer Area
3.3 - Completion

ARTICLE 4 - PAYMENTS
4.1 - Costs
4.2 - Development Charges

ARTICLE 5 - CONVEYANCES
5.1 - Easements
5.2 - Road Widening

ARTICLE 6 - SECURITY

6.1 - Performance
6.2 – Release of Security
6.3 - Construction Liens
6.4 - Indemnity and Insurance

ARTICLE 7 - DEFAULT
7.1 - Stop Work
7.2 - Municipality May Complete

ARTICLE 8 - REGISTRATION AND CONSENTS
8.1 - Registration and Enforcement
8.2 - Consent
8.3 - Mortgagees

ARTICLE 9 - MISCELLANEOUS
9.1 - Communication
9.2 - Time of Essence
9.3 - Waiver
9.4 - Further Assurances
9.5 - Headings
9.6 - Successors and Assigns
9.7 - Gender
9.8 - Severability
9.9 - Entire Agreement
9.10 - Execution in Counterparts
9.11 - Jurisdiction
9.12 - Assignment
9.13 - True Copy
9.14 – Schedules
9.15 – Contra Proferentem Rule Not Applicable
9.16 – Independent Legal Advice

SCHEDULES
Schedule “A” - Site Plan
Schedule “B1” - Site Service Plan
Schedule “B2” – Paving and Grading Plan
Schedule “C1” - Elevations
Schedule “C2” - Elevations
Schedule “D” – Landscape Plan
Schedule “E” – Photometric Plan
Schedule “F” – The Lands

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2019.

B E T W E E N:

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

OF THE FIRST PART

-and-

2593430 ONTARIO LIMITED
hereinafter called the **"Owner"**

OF THE SECOND PART

HEREINAFTER collectively referred to as the "Parties"

RECITALS

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

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

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

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

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

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

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

ARTICLE I
MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

In addition to persons in the employ of the Municipality, the Municipality shall retain the following professionals:

a) a consulting/professional civil engineer registered with the Professional Engineers of

Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;

b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

ARTICLE 2
THE OWNER AGREES

2.1 OWNER AGREES

The Owners jointly and severally make the following covenants, all of which shall be carried out at the Owner's expense:

2.1.1 Owner to Provide

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached site plan set out in Schedule "A" (the Site Plan) and "Schedule "B1" (the Site Services Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

2.1.2 Construction and Maintenance

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

2.1.3 The Development

The owners shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement.

2.1.4 Plans

2.1.4.1 Criteria

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

a) Sound engineering practice;

b) The criteria laid down by governmental authorities having jurisdiction including, without limiting the generality of the foregoing, the Municipality, the Corporation of the County of Essex, the Essex Power Corporation or Ontario Hydro Corporation (whichever is the applicable hydro authority), the Ministry of the Environment and Energy, the Ministry of Transportation and the Essex Region Conservation Authority (ERCA);

c) Such criteria as approved by Council of the Municipality.

2.1.4.2 Preparation of Plans

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

a) prepare the Site Plan delineating the Owner's plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule "A" and "B1", respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

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

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

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

2.1.4.6 Reference Plan

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

2.1.4.7 Elevation

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “C1” and “C2”. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

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

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

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

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

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

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

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

2.1.7 Traffic Signs

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

2.1.8 Entrances

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

2.1.9 Repair

The Owner agrees that any Municipal property, including without limiting the generality of the

foregoing, curbs, gutters, pavements, sidewalks, or landscaped areas on the public highway, and any property belonging to a third party, which are damaged during construction or otherwise, shall be restored by the Owner at its expense, and to the satisfaction of the Municipality. The Owner shall keep the subject lands in a state of good repair (including the cutting of weeds) and upon written notice from the Municipality shall correct deficiencies in the state of repair within ten (10) days thereof.

2.1.10 Dirt and Debris

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

2.1.11 Address Sign

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

2.1.12 Environmental Laws, Approvals and Mitigation Measures

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

Without limiting the foreoing, prior to site alteration of any kind, the Owner shall ensure that:]

a) any site alteration will be undertaken and completed in accordance with the Endangered Species Act, 2007, and more specifically in compliance with an approval issued by the Ministry of Natural Resources and Forestry and Fisheries and Oceans Canada (DFO);
b) all mitigation measures outlined in the Environmental Impact Assessment ("EIA") and conditions of approval from Fisheries and Oceans Canada (DFO) and Essex Region Conservation Authority are implemented prior to and during construction.

2.1.13 Noise By-Laws

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

2.1.14 Local Improvements / Drainage Act

The owner agrees to sign Local Improvement petitions for, and agrees not to oppose, any municipal services proposed by the Municipality to be constructed pursuant to:

a) the provisions of the Municipal Act S.O., 2001, c.25, including but not limited to Ontario Regulation 119/03, or
b) the Drainage Act of Ontario R.S.O. 1990 c.D.17 and amendments thereto,

which shall directly or indirectly benefit the lands.

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

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

2.1.19 Refuse Collection

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

2.1.20 Notice re School Availability

The Owner shall ensure that the following notices are registered on title for all units within the Development and that a copy of these notices are contained in all lease agreements or offers of sales and purchase for each dwelling unit within the development:

"The purchaser is hereby advised that students may not be able to attend the closest neighbourhood school and could be bused to a distant school with available capacity."

2.1.21 Notice re Canada Post

The proposed development is subject to Canada Post's multi-unit policy, which requires that and the Owner hereby agrees to provide a centralized mail facility (front-loading lockbox assembly or rear-loading mailroom), at the Owner's expense.

ARTICLE 3
TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Landscape Plan annexed hereto and marked Schedule "A" and "D" within SIX (6) months of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

ARTICLE 4
PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5
CONVEYANCES

5.1 EASEMENTS

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

5.2 ROAD WIDENING

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

ARTICLE 6
SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to $ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7
DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

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

ARTICLE 8
REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9
MISCELLANEOUS

9.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

2593430 ONTARIO LIMITED
2504 BINDER CRESCENT
OLDCASTLE, ON N0R 1LO

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

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

9.2 TIME OF ESSENCE

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

9.3 WAIVER

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

9.4 FURTHER ASSURANCES

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

9.5 HEADINGS

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

9.6 SUCCESSORS AND ASSIGNS

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

successors and assigns.

9.7 GENDER

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

9.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

9.9 ENTIRE AGREEMENT

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

9.10 EXECUTION IN COUNTERPARTS

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

9.11 JURISDICTION

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

9.12 ASSIGNMENT

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

9.13 TRUE COPY

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

9.14 SCHEDULES

Those Schedules marked as Schedules “A” to “E” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

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

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

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

See next page for signing…

9.16 INDEPENDENT LEGAL ADVICE

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

1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;

2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

THE CORPORATION OF THE TOWN OF TECUMSEH

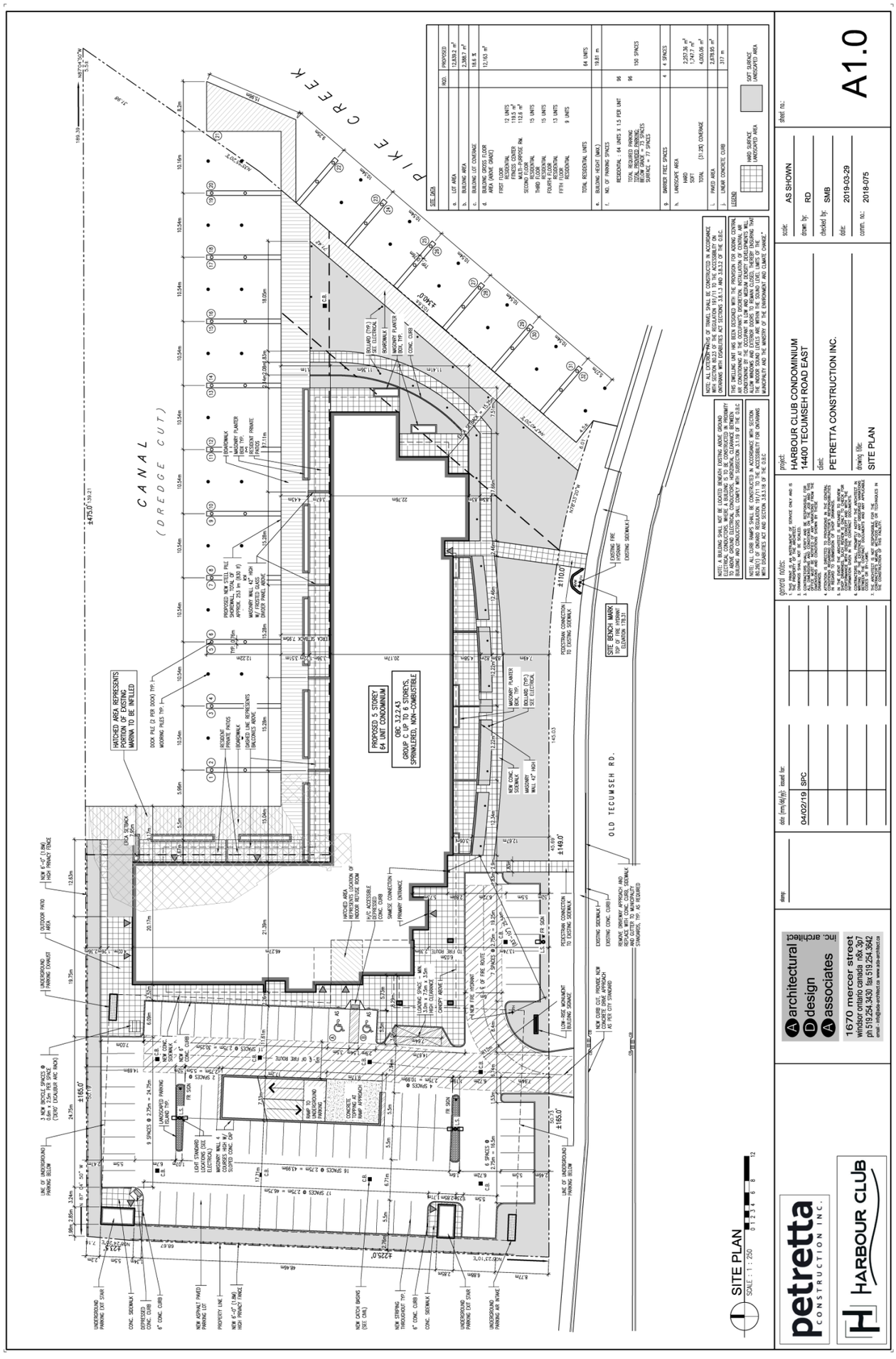
Per: _____
Gary McNamara – MAYOR

_____
Laura Moy - CLERK
"We have authority to bind the Municipality"

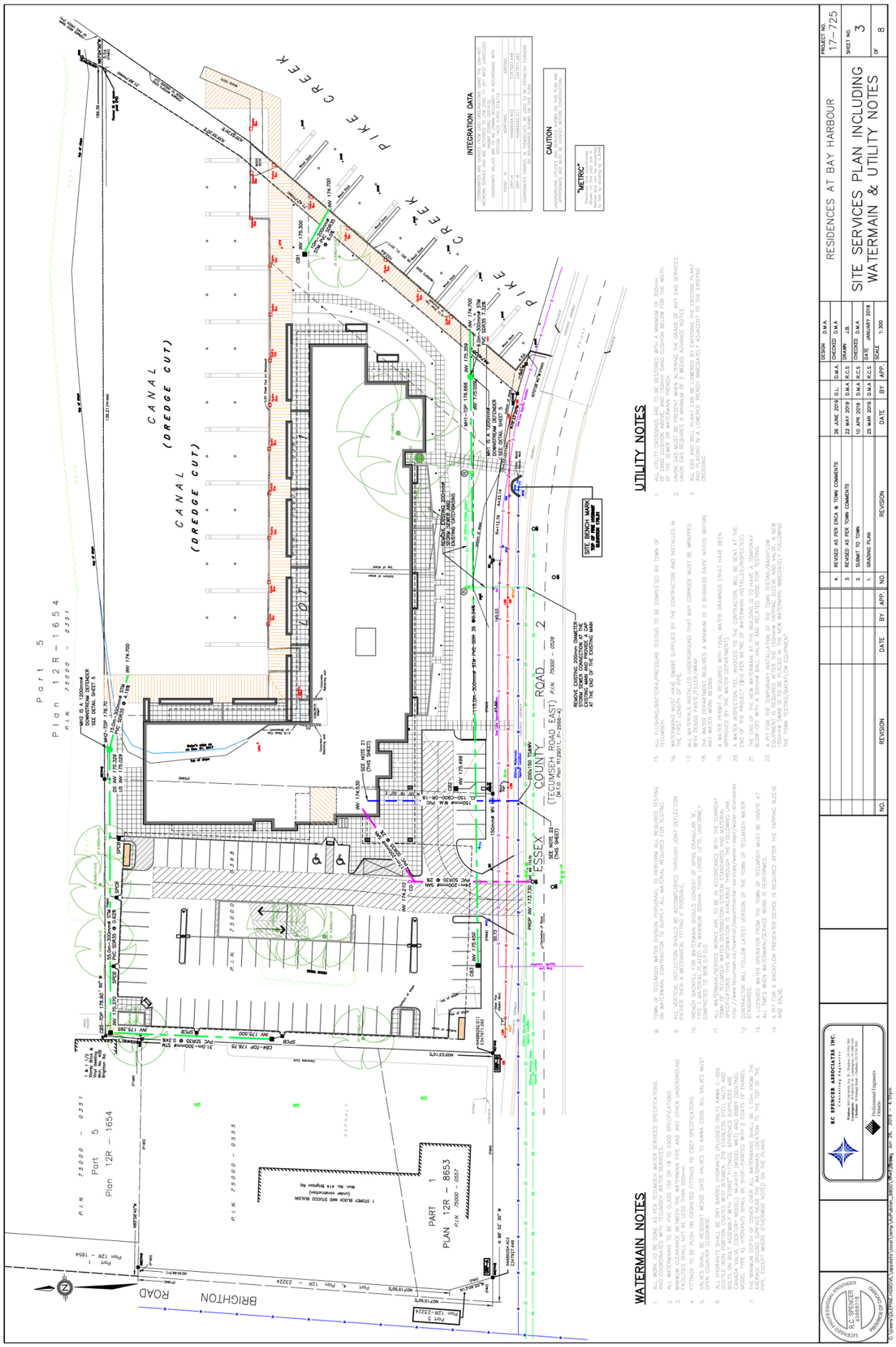
2593430 ONTARIO LIMITED

Per: _____
Davide Petretta, PRESIDENT
"I have authority to bind the Corporation"

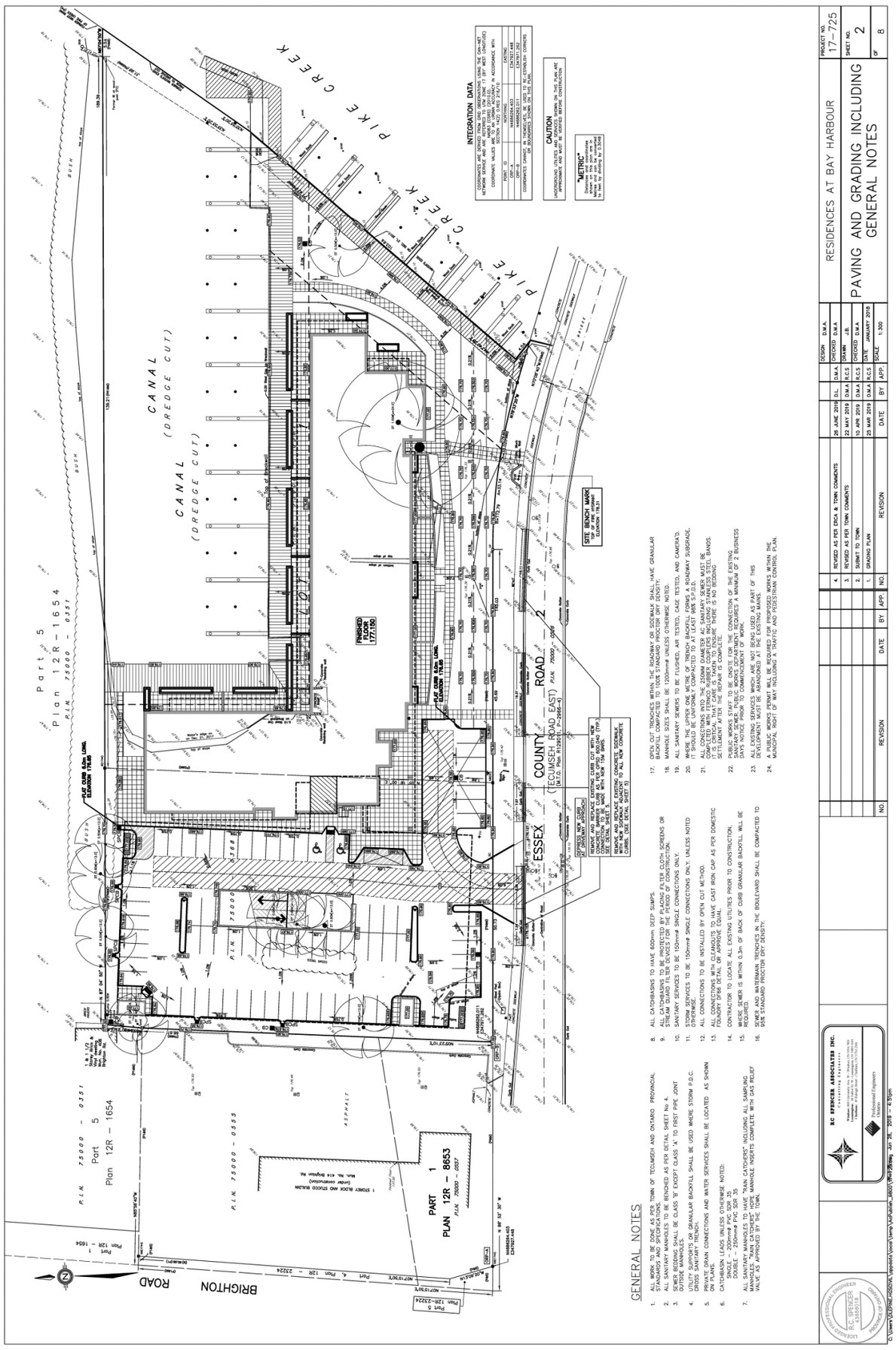
SCHEDULE "A"
SITE PLAN



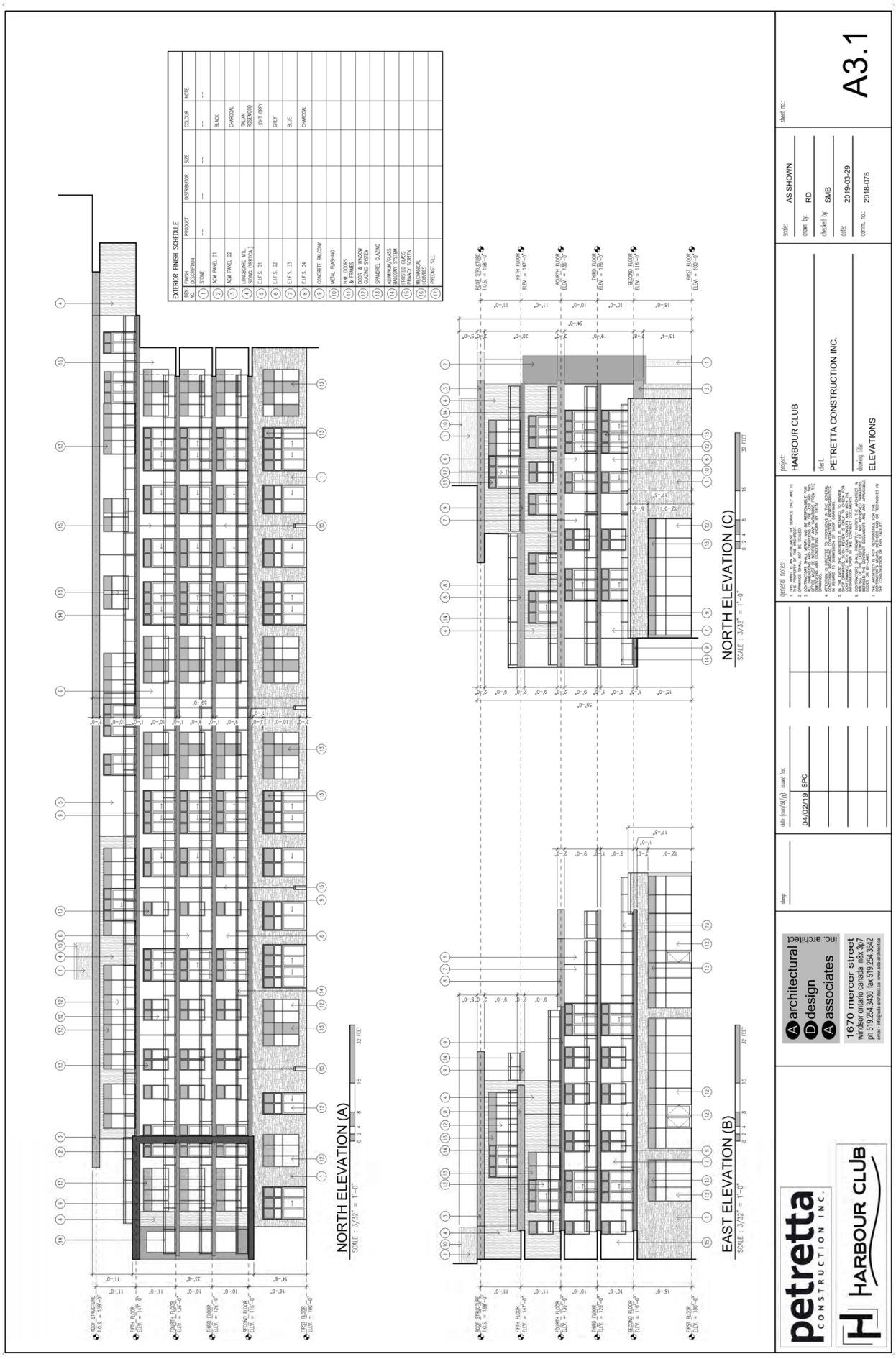
SCHEDULE "B1"
SITE SERVICE PLAN



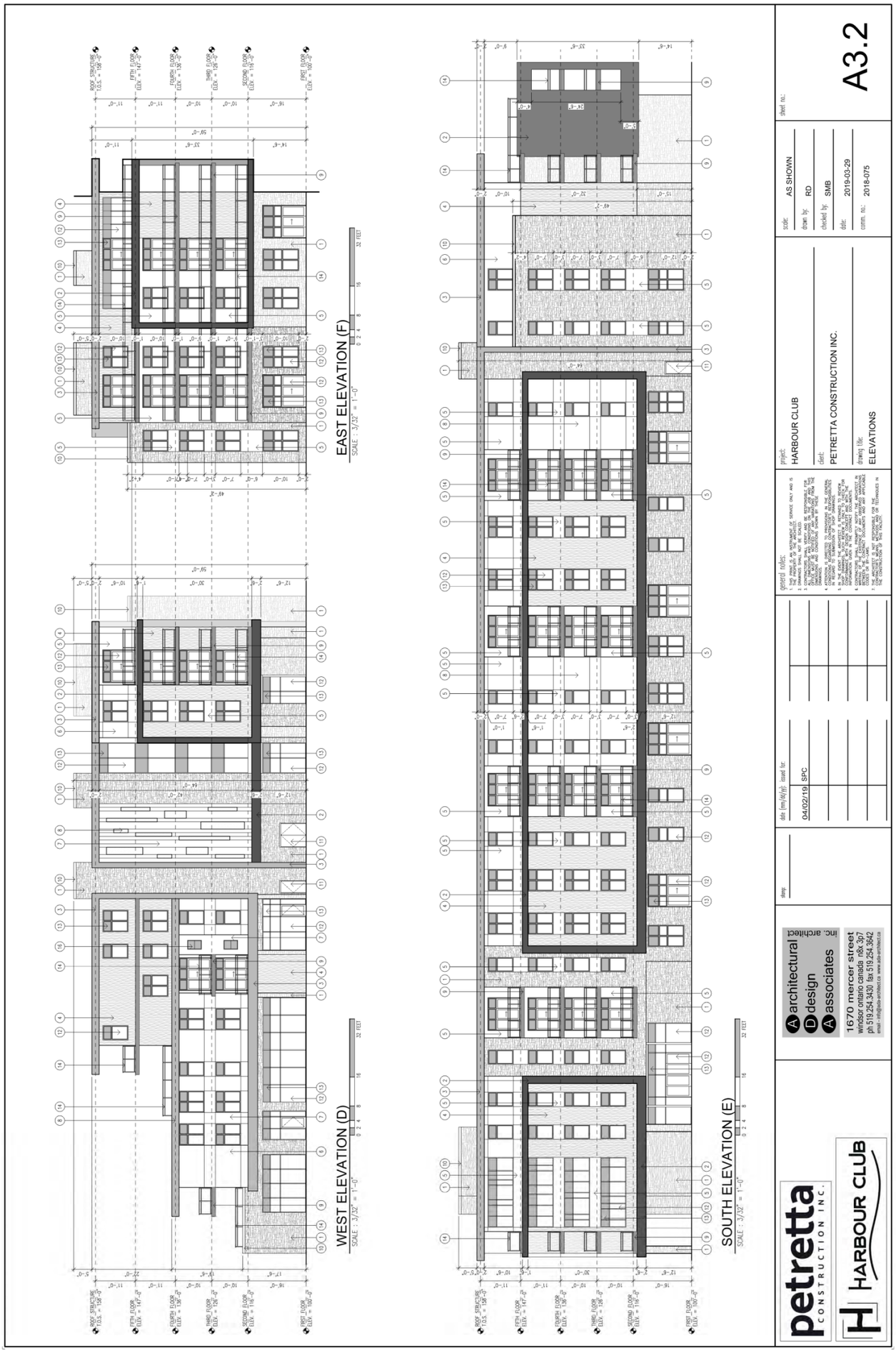
SCHEDULE "B1"
PAVING AND GRADING PLAN



SCHEDULE "C1"
ELEVATIONS



SCHEDULE "C2"
ELEVATIONS



Plant List

KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QUAN
	DECIDUOUS TREES				
AcTF	APELANCHIER CANADENSIS 'TREE FORM'	TREE FORM SHADBLOW SERVICEBERRY	6.0 cm	B&B	9
ArJ	ACER FREEMANII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	7.0 cm	B&B	2
ArC	ACER RUBRUM 'CLUMPS'	CLUMP RED MAPLE	7.0 cm	B&B	3
PaB	PLATANUS ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	7.0 cm	B&B	2
PioCh	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR	6.0 cm	B&B	9
TaR	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	7.0 cm	B&B	3
UA	ULMUS X 'ACCOLADE'	ACCOLADE ELM	7.0 cm	B&B	1
	TREE STANDARDS & SPECIMEN SHRUBS				
AgF	ACER GINNALA 'FLAME'	FLAME AMUR MAPLE	200 cm	B&B	1
Rt	RHUS TYPHINA	STAGHORN SUMAC	175 cm	B&B	1
	DECIDUOUS SHRUBS				
DiG	DEUTZIA GRACILIS	SLENDER DEUTZIA	50 cm	POT	8
FNG	FORSYTHIA 'NORTHERN GOLD'	NORTHERN GOLD FORSYTHIA	60 cm	POT	11
LV	LIGUSTRUM VICARYI	GOLDEN PRIVET	60 cm	POT	31
PHYG	POTENTILLA FRUTICOSA 'YELLOW GEM'	YELLOW GEM CINQUEFOIL	40 cm	POT	12
RAGL	RHUS AROMATICA 'GRO-LOW'	GRO-LOW FRAGRANT SUMAC	40 cm	POT	22
SbAU	SPIRAEA BUMALDA 'ANTHONY WATERER'	ANTHONY WATERER SPIREA	50 cm	POT	31
SbGF	SPIRAEA BUMALDA 'GOLDFLAME'	GOLDFLAME SPIREA	40 cm	POT	10
SJS	SPIRAEA JAPONICA 'SHIROBANA'	SHIROBANA SPIREA	40 cm	POT	6
SmP	SYRINGA MEYERI 'PALIBIN'	PALIBIN DWARF LILAC	50 cm	POT	40
SxS	SORBARIA SORBIFOLIA 'SEM'	SEM FALSE SPIREA	50 cm	POT	24
WFWR	WEIGELA FLORIDA 'ONE 4 ROSES'	ONE 4 ROSES WEIGELA	50 cm	POT	28
	EVERGREENS				
BGV	BUXUS GREEN VELVET	GREEN VELVET BOXWOOD	40 cm	POT	28
JHJ	JUNIPERUS HORIZONTALIS 'ULTONI'	BLUE RUG JUNIPER	40 cm	POT	10
TmD	TAXUS MEDIA 'DENSIFORMIS'	DENSE YEW	50 cm	POT	15
	PERENNIALS & ORNAMENTAL GRASS				
CaKF	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	2 GAL	POT	66
HDC	HEMEROCALLIS 'DOUBLE CUTIE'	DOUBLE CUTIE DAYLILY	2 GAL	POT	58
HGP	HEUCHERA GEORGIA PEACH'	GEORGIA PEACH CORAL BELLS	2 GAL	POT	24
HH	HEUCHERA 'HERCULES'	HERCULES CORAL BELLS	1 GAL	POT	51
HMS	HEMEROCALLIS 'MINI STELLA '	MINI STELLA DAYLILY	1 GAL	POT	28
MsSc	MISCANTHUS SINENSIS 'STRICTUS'	PORCUPINE GRASS	2 GAL	POT	6
PVHM	PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCH GRASS	2 GAL	POT	26

General Landscape Notes

FINE GRADE ALL AREAS DESIGNATED FOR SEED OR SOD, REMOVING ALL EXISTING VEGETATION, DEBRIS, AND STONES WHETHER IMPORTED OR NATIVE TO THE SITE. SEED OR SOD ALL SITE AREAS AS INDICATED ON THE LANDSCAPE PLAN EXCEPT THOSE WHERE PLANTING BEDS, PAVEMENT, OR BUILDINGS ARE INDICATED. EXTEND SOD TO PROPERTY LINES FOR INTERIOR LOT LINES AND TO THE CURB FOR STREET FRONTAGE. APPLY A ROOTING FERTILIZER PRIOR TO INSTALLING SOD OR SEED. RESTORE ANY AREAS OF THIS SITE OR ADJACENT PROPERTIES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

SOD/SEED ESTABLISHMENT AND PLANTING BED MAINTENANCE.

PROVIDE WATER CARE AND PROTECTION TO ENSURE PROPER AND FULL ESTABLISHMENT OF ALL TURF AREAS. REPAIR ALL BARE AREAS. CARE OF SOD AREAS WILL EXTEND FROM THE TIME OF INSTALLATION TO THE FIRST CUT BY THE CONTRACTOR, AT TIME OF FIRST CUT, REMOVE WEEDS THAT HAVE COME THROUGH THE SOD FROM THE SOIL AND REMOVE ANY WEEDS IN THE PLANTING BEDS (SEED BEDS 3-8 DAYS AFTER INSTALLATION IF NO SOD HAS BEEN INSTALLED.)

SPREAD EXISTING TOPSOIL OVER SMOOTH SUBGRADE IN ORDER TO ACHIEVE A 4" MINIMUM DEPTH FOR ALL TURF AREAS. PROVIDE ADDITIONAL TOPSOIL AS REQUIRED.

ADVISE THE LANDSCAPE ARCHITECT OR PROJECT MANAGER OF THE LOCATION OF THE STOCKPILE AND ALLOW ADEQUATE TIME FOR TESTING PRIOR TO IMPORTING SOIL.

REMOVE PAVEMENT BASE AND ALL DEBRIS FROM PLANTING BEDS AND PARKING LOT ISLANDS AND ENSURE THERE IS FRIABLE TOPSOIL TO A DEPTH OF 18" IN ALL PLANTING AREAS. SUPPLY ADDITIONAL TOPSOIL AS REQUIRED.

INSTALL 75mm (3") DEPTH CANADA RED MULCH IN ALL PLANTING BEDS AND IN THE ROOT SAUCERS OF TREES. MULCH SHOULD BE 15mm (1/2") BELOW THE ADJACENT SURFACE WITHIN 600mm (24") OF THE EDGE OF THE BED. NO WEED CONTROL FABRIC IS REQUIRED.

WHERE INDICATED BY HATCH PATTERN, INSTALL 75mm (3") DEPTH 1"-3" BEACH PEBBLE IN ALL PLANTING BEDS ON A WEED CONTROL BARRIER CONSISTING OF LANDSCAPE FABRIC. STONE SHOULD BE 15mm (1/2") BELOW THE ADJACENT SURFACE WITHIN 600mm (24") OF THE EDGE OF THE BED.

SUPPLY AND INSTALL COMMERCIAL GRADE POLYEDGER WHERE PLANTING BEDS ARE ADJACENT TO TURF. SECURE EACH 20' LENGTH OF POLYEDGER WITH 6 STEEL PEGS AND JOIN WITH A PLASTIC CONNECTOR.

WHERE EAVES TROUGHS DISCHARGE INTO PLANTING BEDS, SUPPLY AND INSTALL CONCRETE SPLASH BLOCKS. ADJUST PLANTING AS REQUIRED TO ENSURE THAT THE PLANTS WILL NOT BE IN LINE WITH THE WATER DISCHARGED FROM THE DOWN SPOUTS.

GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. REPLACE ALL DEAD OR WEAK PLANT MATERIAL PROMPTLY WHEN DIRECTED BY THE OWNER OR PROJECT MANAGER. GUARANTEE REPLACEMENT PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM PLANTING. PLANTS DAMAGED DUE TO VANDALISM ARE NOT GUARANTEED.

VERIFY QUANTITIES OF PLANTS INDICATED IN THE PLANT KEYS AND PLANT LIST WITH THOSE SHOWN ON THE PLAN.

NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO TENDERING.

ALL WORK TO BE PERFORMED IN COMPLIANCE WITH THE HEALTH AND SAFETY ACT 1990, ONTARIO Reg. 213/91, 714/82 AND LATEST REVISIONS.

DETERMINE AND VERIFY THE LOCATION AND EXISTENCE OF ALL UNDERGROUND UTILITIES AND IRRIGATION SYSTEM COMPONENTS PRIOR TO COMMENCING CONSTRUCTION.

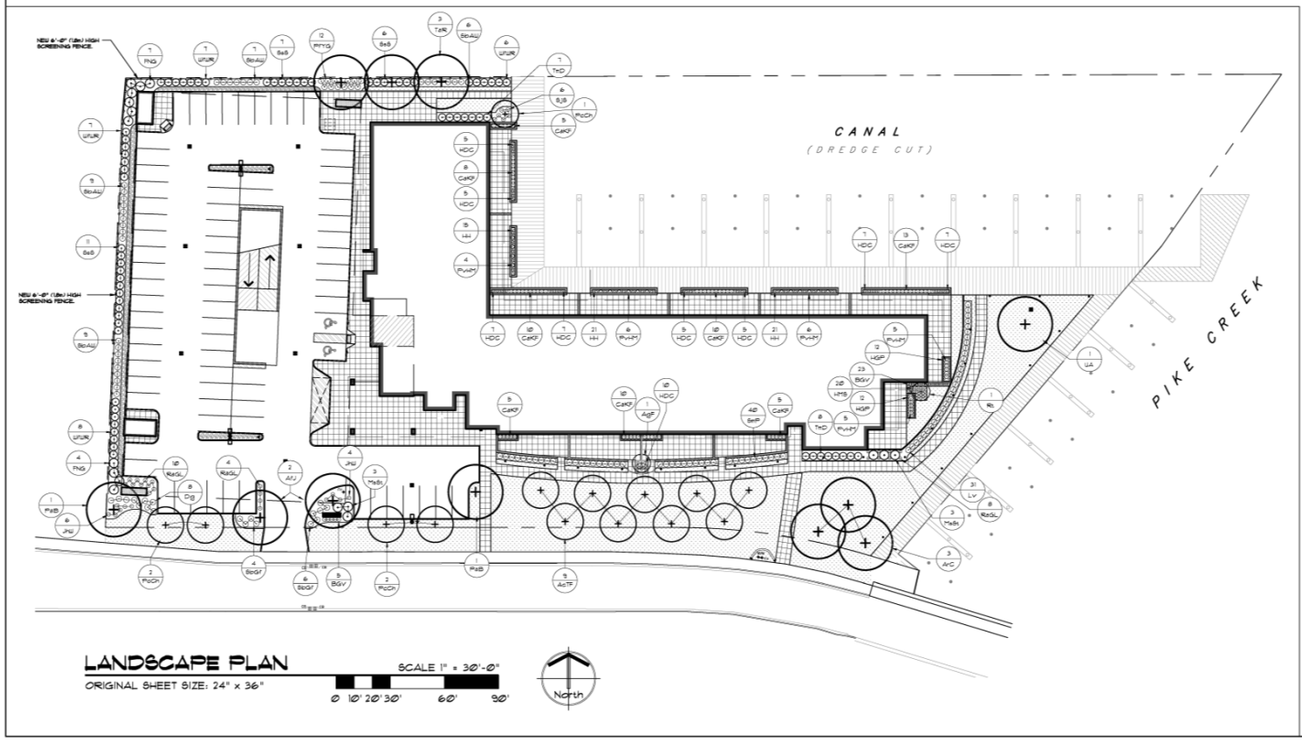
ADVISE THE LANDSCAPE ARCHITECT OF ANY CONFLICT BETWEEN THE PROPOSED WORK AND EXISTING UTILITIES AND/OR EXISTING IRRIGATION PIPE, VALVES ETC.

REPAIR ANY AND ALL DAMAGE DONE TO THIS SITE OR ADJACENT SITES RESULTING FROM CONSTRUCTION OF THIS PROJECT.

VERIFY THAT ALL EXISTING SITE CONDITIONS ARE AS SHOWN ON THIS PLAN.

Legend

- PROPOSED TREE
- QUANTITY OF PLANTS / KEY TO BOTANICAL NAME
- FINE GRADE AND SOD
- 3" DEPTH OF 1"-3" BEACH STONE ON LANDSCAPE FABRIC.

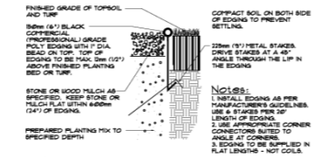


LANDSCAPE PLAN

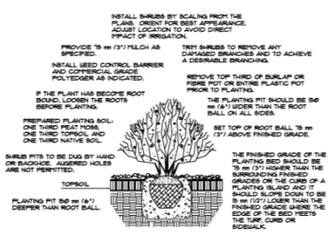
SCALE 1" = 30'-0"

ORIGINAL SHEET SIZE: 24" x 36"

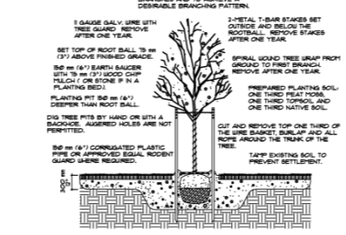
0 10' 20' 30' 60' 90'



Poly Edging Installation NTS



Shrub Planting NTS



Deciduous Tree Planting NTS

BP
Bezaire Partners
Planners, Landscape Architects, Mediation, Public Consultation, Project Management
302-180 Eugenie St. West
Windsor, ON N8X 2X8
p: 519 966 6844
gbezaire@bezaire.ca

SEAL:

ASSOCIATION OF LANDSCAPE ARCHITECTS ONTARIO — G. D. BEZAIRE — OALA — 05/21/19 — MEMBER

ISSUED:
1 SITE PLAN APP. 04/12/2019
2 SITE PLAN APP. 05/12/2019

REVISIONS:

All drawings, specifications and other related documents are the copyright property of the CONSULTANT and shall be returned upon request.
Reproduction of drawings and related documents, in whole or in part, is forbidden without the written permission of the CONSULTANT.
The contractor shall check and verify all pertinent dimensions and report any discrepancies to the CONSULTANT before proceeding with the work.

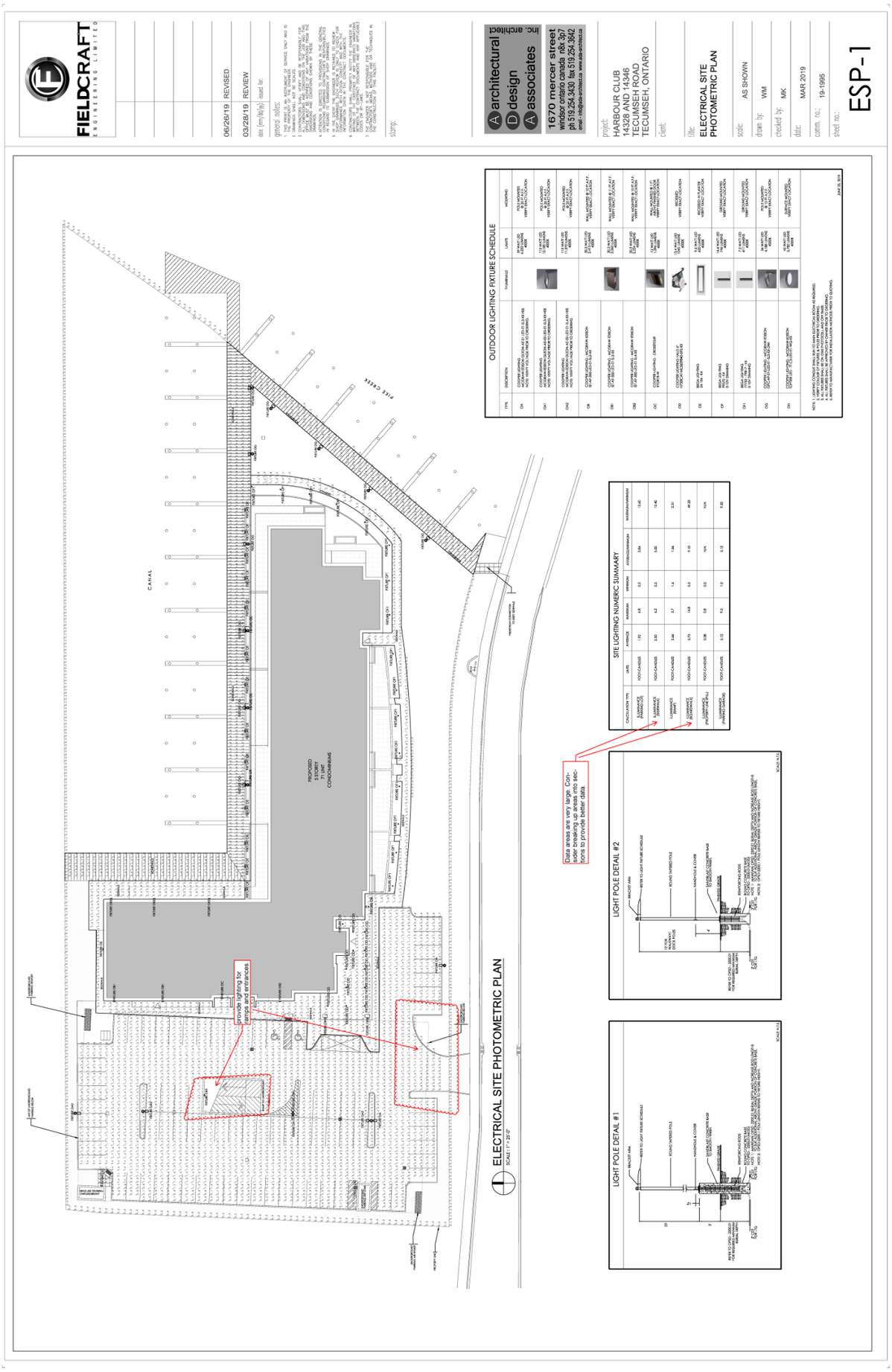
PROJECT:
HARBOUR CLUB CONDOMINIUMS
OLD TECUMSEH RD.
TECUMSEH, ONTARIO

DRAWING TITLE:
LANDSCAPE PLAN AND DETAILS

SCALE: As Noted
DRAWN BY: GDB
CHECKED BY: PLB
APPROVED BY:
DATE: FEB. 2019

DRAWING NO:
LA-1
CAD file: 1348 LNDS R2

SCHEDULE "E"
PHOTOMETRIC PLAN



SCHEDULE "F"
Description of The Lands

Firstly, 14328 Tecumseh Road East, Tecumseh, ON

PT LT 1 CON WEST OF RIVER PECHE MAIDSTONE (ST CLAIR BEACH) AS IN R1143478; TECUMSEH

Being all of PIN 75000-0368

Secondly, 14346 Tecumseh Road East, Tecumseh, ON

PT LT 1 CON WEST OF RIVER PECHE MAIDSTONE (ST CLAIR BEACH) AS IN R832208; TECUMSEH

Being all of PIN 75000-0367

The Corporation of the Town of Tecumseh

By-Law Number 2019 - 68

Being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh

Whereas pursuant to Section 228(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Clerk;

And Whereas pursuant to Section 228(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Clerk;

And Whereas pursuant to Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M. 56*., the members of the Council may by by-law designate from among themselves an individual or committee of Council to act as head of the municipality for the purposes of this Act;

And Whereas pursuant to Section 229 of the *Municipal Act* 2001, S.O. 2001 c.25, the Council may appoint a Chief Administrative Officer;

And Whereas pursuant to Section 286(1) of the *Municipal Act* 2001*,* S.O. 2001 c. 25, the Council shall appoint a Treasurer;

And Whereas pursuant to Section 286(2) of the *Municipal Act* 2001*,* S.O. 2001 c. 25*,* the Council may appoint a Deputy Treasurer;

And Whereas pursuant to Subsection 435(1)1 of the *Municipal Act* 2001, S.O. 2001 c. 25, the power of a municipality of entry under Sections 438 and 439, shall be exercised by an employee, officer or agent of the municipality or a member of the police force of the municipality.

And Whereas pursuant to Section 3(2) of the *Building Code Act* 1992, S.O. 1992 c.23, the Council of each municipality shall appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the *Building Code Act* in the areas in which the municipality has jurisdiction;

And Whereas Clause 28(o) of the *Interpretation Act,* R.S.O. 1990 Chapter I.11, confers authority to Council to appoint an Acting Chief Building Official;

And Whereas pursuant to Section 93(1) of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

And Whereas Section 15 of the *Police Services Act* provides that, a municipal Council may appoint persons to enforce the by-laws of the municipality;

And Whereas pursuant to Section 6 of the *Fire Protection and Prevention Act* 1997, S.O. 1997 c. 4 the Council shall appoint a Fire Chief for the Fire Department if a Fire Department is established for the whole or part of a municipality;

And Whereas pursuant to O. Reg. 380/04, s. 10 (1) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990 c. E.9, every municipality shall designate an employee of the municipality or a member of the Council as its emergency management program co-ordinator.

And Whereas pursuant to Section 93 of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

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

1. **That** Laura Moy is hereby appointed as Clerk and designated Head for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act* for the municipality.

2. **That** Jennifer Alexander is hereby appointed as the Deputy Clerk.

3. **That** Christina Hebert is hereby appointed Acting Deputy Clerk**.**

4. **That** Marg Misek-Evans is hereby appointed as Chief Administrative Officer and Deputy Clerk.

5. **That** Thomas Kitsos is hereby appointed as Treasurer.

6. **That** Zora Visekruna is hereby appointed as Deputy Treasurer.

7. **That** Daryl Flacks is hereby appointed as By-law Enforcement Officer.

8. **That** Mike Voegeli is hereby appointed as Chief Building Official, Plumbing Inspector and By-law Enforcement Officer.

9. **That** Michael DiBlasi is hereby appointed as Building Inspector and By-law Enforcement Officer.

10. **That** Michael DiBlasi is hereby appointed as Acting Chief Building Officer for the Corporation of the Town of Tecumseh.

11. **That** the Acting Chief Building Official shall have the same powers and authority for enforcement of the Building Code Act, the Regulations and by-laws thereunder as the Chief Building Official;

12. **That** the Acting Chief Building Official is hereby empowered to act, upon notice from the Clerk of The Corporation of the Town of Tecumseh, when the Chief Building Official is absent or is unable to perform his duties for any of the following occasions or circumstances:

    a) annual leave or vacation;
    b) illness, disability or death;
    c) attendance at training courses, seminars or conferences;
    d) bereavement leave;
    e) attendance at court or legal proceedings; or
    f) a conflict of interest.

13. **That** Chad Mactier is hereby appointed as Deputy Fire Chief and Community Emergency Management Program Co-ordinator.

14. **That** Larry Morand is hereby appointed as Acting Deputy Fire Chief.

15. **That** Sam Paglia is hereby appointed as Drainage Superintendent.

16. **That** By-law 2019-45 and any other by-law inconsistent with this by-law is hereby repealed.

17. **That** this by-law shall come into force and take effect on the date of its final passing.

Read a first, second and third time and finally passed this 10th day of September, 2019.

Gary McNamara, Mayor

Laura Moy, Clerk

UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
3/17	Mar 14, 2017		Alley Closing Policy	An alley closing policy is requested to establish a uniform process for closing alleys.	CS	In progress
1/18	January 30, 2018		Video Surveillance	Administration to follow up on video surveillance and potential grant funding for acquiring a system.	ICS	Exploring installation of portable units in known problem areas.
18/18	April 24, 2018		Cada Library Renovations	It is directed that Administration provide a report on the Cada Library to include consultations with TAAC, SAC, YAC, CAC, and other stakeholders on the current options proposed to refresh or renovate the current library building.	PRS/CAO	CAO & Director Parks & Recreation Services met with County of Essex Chief Librarian on options. Report to follow in Q4.
19/18	May 22, 2018		Property Standards By-law	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	PBS	In progress
28/18	September 25, 2018		Municipal Tree Cutting	Administration is asked to look into a tree cutting and trimming policy for municipal trees that includes provisions for residents who wish to cost share in tree maintenance.	PWES/CS	In progress
29/18	November 13, 2018		Customer Service Policy	A request is made for a Customer Service Policy.	CS	In progress
02/19	March 26, 2019		Succession Plan	A request is made for a formal Succession Planning Policy.	CS	Draft Succession Plan Policy is being circulated to SMT for review.
03/19	April 23, 2019		Manning Road Phases 2 & 3	A request is made for a Public Information Centre (PIC) for Manning Road Phases 2 & 3.	PWES	In progress. This item will be incorporated as the Public Works & Environmental Services Capital Works Plan 2020.
04/19	May 14, 2019		Gateway Sign	A request is made for a Report regarding the cost estimates to purchase a Tecumseh Gateway Sign to be erected on South Talbot Road at County Road 9.	PWES	This item will be incorporated as part of the Public Works & Environmental Services Capital Works Plan 2020.

The Corporation of the Town of Tecumseh

By-Law Number 2019 - 69

Being a by-law to confirm the proceedings of the September 10, 2019 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** That the actions of the Council of The Corporation of the Town of Tecumseh in respect of all recommendations in reports and minutes of committees, all motions and resolutions and all other action passed and taken by the Council of The Corporation of the Town of Tecumseh, documents and transactions entered into during the September 10, 2019, meeting of Council, are hereby adopted and confirmed, as if the same were expressly embodied in this By-law.

2. **That** the Mayor and proper officials of The Corporation of the Town of Tecumseh are hereby authorized and directed to do all the things necessary to give effect to the action of the Council of The Corporation of the Town of Tecumseh during the said September 10, 2019, 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 10th day of September, 2019.

Gary McNamara, Mayor

Laura Moy, Clerk