

## Regular Council Meeting AGENDA

Tuesday, October 22, 2019, 7:00 pm  
Tecumseh Town Hall - Council Chambers  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9

	<b>Pages</b>
<b>A. Order</b>	
<b>B. Moment of Silence</b>	
<b>C. National Anthem</b>	
<b>D. Roll Call</b>	
<b>E. Disclosure of Pecuniary Interest</b>	
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<b>R.</b>	<b>Next Meeting</b>	
	Tuesday, November 12, 2019	
	6:00 pm Public Council Meeting Re: Brighton Road Traffic Study	
	7:00 pm Regular Council Meeting	
<b>S.</b>	<b>Adjournment</b>	

## **Regular Meeting of Council**

### **Minutes**

Date: Tuesday, October 8, 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 Toniai

#### **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  
Deputy Clerk & Manager Legislative Services, Jennifer Alexander  
Manager Committee & Community Services, Christina Hebert  
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**

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

**F. Minutes**

**1. Regular Council Meeting - September 24, 2019**

**Motion: RCM - 313/19**

Moved by Councillor Rick Toniai

Seconded by Councillor Andrew Dowie

**That** the minutes of the September 24, 2019 Regular Meeting of Council, as were duplicated and delivered to the members, are adopted.

Carried

**G. Supplementary Agenda Adoption**

There are no supplementary agenda items.

**H. Delegations**

**1. Paul Anthony, Director Parks and Recreation Services**

Re: Southwestern Ontario in Motion - Outstanding Community Partner Recognition

The Mayor presents to the Director Parks & Recreation Services the Southwestern Ontario In Motion Outstanding Community Partner Recognition Award.

The Director accepts the recognition on behalf of the Parks & Recreation Department and acknowledges their efforts to keep the community active.

**2. Jamie Dow, Supervisor of Transportation Services Community Support Centre of Essex County**

Re: Funding Agreement

Jamie Dow presents to the Members the services that are provided to the residents of Tecumseh by the Community Support Centre and the growing demand.

**Motion: RCM - 314/19**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

**That** Report CS-2019-29 Community Support Centres Service Agreement - Two Year Term Renewal Agreement 2020-2022 be **brought forward** on the agenda.

Carried



**Motion: RCM - 315/19**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

**That** the Corporation of the Town of Tecumseh (Town) **renew** the Agreement with the Community Support Centre of Essex County (CSC) for the provision of public transportation to persons with a disability and seniors in the Town;

**And that** a by-law **be prepared** to authorize the Mayor and the Clerk to execute the renewal Agreement between the Town and CSC, for a further two-year term commencing January 1, 2020, and concluding December 31, 2021;

**And further that** funding in the amount of Fifteen Thousand Dollars (\$15,000) **be allocated** in each of the 2020 and 2021 Budgets for the service.

Carried

**3. Bernie Kelly, President, Royal Canadian Legion Branch 261**

Re: Dedicated Veterans Parking Spaces

Mr. Kelly expresses gratitude for Council's consideration of honouring Veterans with dedicated parking.

**Motion: RCM - 316/19**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

**That** the motion on Dedicated Veteran Parking Spaces **be moved forward** on the agenda for Council's consideration;

**And that** Bernie Kelly, President of the Royal Canadian Legion Col. Paul Poisson Branch 261 **be approved** to address Council on the matter.

Carried

**Motion: RCM - 317/19**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

**Whereas** The Corporation of the Town of Tecumseh (Town) is desirous of demonstrating its ongoing support and to honour Veterans for their service and sacrifice which has protected our freedom, which we enjoy today

**And Whereas** the Poppy is a symbol of remembrance and the sacrifices of our Veterans;

**Now Therefore Be It Resolved:**

**That** The Corporation of the Town of Tecumseh authorize a dedicated parking space for Veterans in the municipal parking lot abutting the Royal Canadian Legion Col. Paul Poisson Branch 261 and the Tecumseh Town Hall;

**And that** approval be requested from the Royal Canadian Legion, Secretary of the Poppy and Remembrance Committee, for the use of the Poppy trademark to identify the dedicated Veteran parking space;

**And further that** the Mayor and the Clerk be authorized to execute the Poppy Trademark Agreement with the Royal Canadian Legion.

Carried

**I. Communications - For Information**

**1. Township of North Glengarry dated September 23, 2019**

Re: Pupil Accommodation Review Guideline

**2. Western Ontario Wardens' Caucus dated October 1, 2019**

Re: Provincial Priorities and Current Initiatives

**3. City of Hamilton dated September 30, 2019**

Re: Consumer Packaging

**4. Douglas Ryan Drouillard, Past President of Tecumseh Area Historical Society dated September 30, 2019**

Re: County of Meath, Ireland

**5. Ontario Good Roads Association dated October 3, 2019**

Re: Nominations for Directors

**Motion: RCM - 318/19**

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** Communications - For Information 1 through 5 as listed on the Tuesday, October 8, 2019 Regular Council Agenda are received.

Carried

**J. Communications - Action Required**

**1. Essex Region Conservation Authority dated September 18, 2019**

**Motion: RCM - 319/19**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

**That** the following individuals' appointments to the Essex Region Source Protection Committee **be endorsed**:

- Thom Hunt, City of Windsor, to **be reappointed** December 12, 2019; expiration of appointment December 12, 2024;
- Antonietta Giofu, Town of Amherstburg, to **be reappointed** December 12, 2019; expiration of appointment December 12, 2024;
- Kevin Girard, Town of Lakeshore, appointment date: February 21, 2019; expiration of appointment February 21, 2024;
- Paul Drca, City of Windsor, appointment date: November 2, 2015; expiration of appointment November 2, 2020;
- Nelson Santos, Union Water Supply System, appointment date: November 2, 2015; expiration of appointment November 2, 2020.

Carried

**K. Committee Minutes**

**1. Police Services Board - September 12, 2019**

**Motion: RCM - 320/19**

Moved by Councillor Rick Tonial

Seconded by Councillor Tania Jobin

**That** the September 12, 2019 minutes of the Police Services Board, as were duplicated and delivered to the Members of Council, are accepted.

Carried

**L. Reports**

**1. Corporate Services & Clerk**

**a. CS-2019-26 Dog Tag and Licensing Enforcement Program 2019**

**Motion: RCM - 321/19**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** Report CS-2019-26 Dog Tag and Licensing Enforcement Program - 2019 **be received**.

Carried

- b. CS-2019-28 2019 Local Government Week

**Motion: RCM - 322/19**

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

**That** the week of October 21 to 25, 2019, **be proclaimed** as Local Government Week (LGW) in the Town of Tecumseh (Town);

**And that** events and activities **be planned** for local elementary and secondary students to create awareness of local government and acknowledge its vital role and function in helping to shape the community;

**And further that** LGW activities and events **be posted** on the Town's website, and Social Media pages (Facebook and Twitter);

**And furthermore that** local elementary and secondary schools **be invited** to participate in the planned events.

Carried

- c. CS-2019-29 Community Support Centre Services Agreement - Two Year Term Renewal Agreement 2020-2022

This report was moved forward on the Agenda to Delegations for consideration.

**2. Planning & Building Services**

- a. PBS-2019-35 Carmelita Court Development Agreement, Assumption of Services

**Motion: RCM - 323/19**

Moved by Councillor Brian Houston

Seconded by Deputy Mayor Joe Bachetti

**That** a resolution assuming the services for the Arbour Grove (Carmelita Court) Residential Development Agreement **be approved and passed**, as of October 8, 2019.

Carried

- b. PBS-2019-36 Summary of Proposed Changes to Provincial Policy Statement

**Motion: RCM - 324/19**

Moved by Councillor Andrew Dowie

Seconded by Councillor Rick Tonial

**That** PBS-2019-36, Provincial Policy Statement, Summary of Proposed Changes, **be received**;

**And that** PBS-2019-36 **be submitted** to the Province through the Environmental Registry of Ontario as comments from the Town of Tecumseh on the proposed changes to the Provincial Policy Statement.

Carried

**3. Financial Services**

- a. FS-2019-12 Amendment to the 2019-2023 Fire Equipment Five (5) Year Capital Works Plan

**Motion: RCM - 325/19**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** report FS-2019-12 Amendment to the 2019-2023 Fire Equipment Five (5) Year Capital Works Plan **be received**;

**And that** the purchase of High Water Rescue Equipment, including a Fire rescue boat and personal protective equipment, **be approved** for 2019;

**And further that** the Fire rescue boat and personal protective equipment purchases in the amount of \$16,000 **be funded** through the Fire Equipment Lifecycle Reserve.

Carried

**M. By-Laws**

There are no By-laws presented to Council.

**N. Unfinished Business**

**1. October 8, 2019**

The Members receive the Unfinished Business listing for Tuesday, October 8, 2019.

**O. New Business**

**Traffic Concerns**

A resident has requested a 3-way stop at the intersection of Lacasse and McNorton which was brought to the attention of the Director Public Works & Environmental Services for review. It is noted that a stop sign cannot be enacted as a traffic calming measurer, in accordance with the *Highway Traffic Act*.

**Canada Post**

A member raised issue with the lack of municipal consultation on Canada Post Community Mail Boxes. It is requested that Administration contact Canada post regarding the consolidation of Community Mail Boxes in the Victoria School area

which does not have infrastructure to support it. This particular location will need to be re-evaluated when the lands are developed.

Councillor Dowie gives notice of his intent to bring a motion regarding consultation by Canada Post on Community Mail Boxes with municipalities at the next Regular Council meeting.

**P. Motions**

**1. In-Camera Meeting**

There was no In-Camera meeting held.

**2. Councillor Jobin - Motion - Future Planning Study - Hamlet Development Lands**

**Motion: RCM - 326/19**

Moved by Councillor Tania Jobin

Seconded by Councillor Andrew Dowie

**Whereas** there are a number of properties in Oldcastle Hamlet that are designated “Hamlet Development” in the current Official Plan; and

**And Whereas** these Oldcastle “Hamlet Development” properties are part of a number of properties that were previously changed from an “Agricultural” designation to “Hamlet Development” in the settlement areas in the existing Official Plan in order to accommodate future growth needs; and

**And Whereas** the “Hamlet Development” Official Plan polices establish that only agricultural uses are currently permitted on these properties; and

**And Whereas** the “Hamlet Development” Official Plan policies further establish that this land use designation is intended to be changed to land use designations that have the effect of permitting specific types of urban development once an appropriate planning study has been undertaken; and

**And Whereas** Town Administration has advised in the past that a special planning study will most appropriately be undertaken once a new Official Plan has been adopted by Council and approved by the approval authority (the County of Essex); and

**And Whereas** it is anticipated that the new Official Plan will continue to designate the subject properties in a “Hamlet Development” designation or some similar “future development” type of designation pending the completion of a special planning study; and

**And Whereas** it is anticipated that a new Official Plan will be adopted and ultimately approved by early 2020; and

**And Whereas** Town Administration has advised in the past that a special planning study should most appropriately have a rigorous and thorough public consultation component that engages with a range of stakeholders; and

**And Whereas** a number of residents in Oldcastle have expressed a strong desire in seeing that the necessary steps be undertaken by the Town to confirm the preferred, ultimate urban land uses for the “Hamlet Development” lands, with an expressed interest in seeing the majority of these lands ultimately being considered for residential use; and

**And Whereas** Town Administration is currently in the process of developing the proposed 2020 Budget for Council’s deliberation over the next number of months; and

**And Whereas** it is appropriate and in the best interests of the Town, residents, stakeholders and directly affected property owners that a commitment to the timely preparation of the noted special planning study for the “Hamlet Development” lands in Oldcastle be considered as part of the 2020 and 2021 Budgets and associated work plans;

### **Now Therefore Be It Hereby Resolved**

1. **That funds be allocated** in the proposed 2020 and 2021 Budgets to undertake a special planning study over the years 2020 and 2021 regarding the “Hamlet Development” lands in Oldcastle that will have the effect of determining the preferred urban land uses of these properties and which study will include a rigorous and thorough public consultation component that engages with a range of stakeholders;

**And that** Town Council consider this funding as part of their review and approval of the 2020 and 2021 Budgets.

Carried

### **3. Confirmatory By-law**

#### **a. By-Law 2019-73**

Being a by-law to confirm the proceedings of the October 8, 2019 regular meeting of the Council of The Corporation of the Town of Tecumseh

#### **Motion: RCM - 327/19**

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

**That** By-Law 2019-73 being a by-law to confirm the proceedings of the Tuesday, October 8, 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**

The Notice of Motions were brought forward on the Agenda for Council's consideration.

**R. Next Meeting**

Tuesday, October 22, 2019

5:00 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

**S. Adjournment**

**Motion: RCM - 328/19**

Moved by Councillor Rick Toniai

Seconded by Councillor Bill Altenhof

**That** there being no further business, the Tuesday, October 8, 2019 meeting of the Regular Council now adjourn at 8:00 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk



**Special Meeting of Council**  
**Minutes**  
**OPP Municipal Funding Model**

Date: Tuesday, October 8, 2019  
Time: 5:30 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 Misk-Evans  
Director Parks & Recreation Services, Paul Anthony  
Director Public Works & Environmental Services, Phil Bartnik  
Director Planning & Building Services, Brian Hillman  
Director Financial Services & Chief Financial Officer, Tom Kitsos  
Director Corporate Services & Clerk, Laura Moy  
Deputy Clerk & Manager Legislative Services, Jennifer Alexander

**A. Call to Order**

The Mayor calls the meeting to order at 5:35 pm.

**B. Roll Call**

**C. Disclosure of Pecuniary Interest**

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

**D. Delegations**

**1. Sgt. Peter J. Marshall, Contract Analyst / Transition Coordinator,  
Municipal Policing Bureau, Ontario Provincial Police**

Re: OPP Municipal Billing Model

Sergeant Peter J. Marshall, and Inspector Glenn Miller present the Ontario Provincial Police Billing Model (Billing Model) to the Members. The Billing

Model is a result of Ontario Regulation 267/14, which amended the *Police Services Act* in regards to municipal police service contracts. The Town currently has a contract with the OPP for police services due to expire on December 31, 2020.

Sergeant Marshall responds to the Members inquires regarding the Billing Model, contract implications, and future changes to the legislation.

**E. Communications**

There are no Communications presented to Council.

**F. Reports**

There are no Reports presented to Council.

**G. Adjournment**

**Motion: SCM- 19/19**

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Bill Altenhof

**That** there being no further business, the Tuesday, October 8, 2019 meeting of the Special Council Meeting now adjourn at 7:23 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk



**FOOD- FRIENDS OF OLDCASTLE DEVELOPMENT – PROPONENTS OF SMART GROWTH**

October 22, 2019 Regular Meeting of Council

Re: Part of the delegation to appear before council regarding the letter of notification from Epione Remedios advising Council of the intended licensed cannabis activities for 2085 Highway 3, Oldcastle, On. N0R1L0.

A) Introduction

- i) Short explanation of the goals
- ii) Objection to the site location

B) Location and Property identification

- i) Overview using Sandwich South Official Plan mapping of Oldcastle (*Schedule "A-2"*)
- ii) Zoning of subject property in relation to surrounding property zoning
- iii) Official Plan designation of subject land.

C) Confirmation and clarification of a Municipalities roles and responsibilities within the Cannabis Act.

- i) overview chart

D) Nonconformity of the Agricultural Zoning of Sandwich South to the County Official Plan and the Sandwich South Official Plan.

- i) Multiple interpretations of the definitions for permitted uses: Crop, Green Houses.
- ii) County Official Plan definition of agriculture is not reflected in the Sandwich South Official Plan.
- iii) Refer to 3.8 Hamlet Development: Suggest it is placed in a special agricultural zone not permitting intensive farming practises.
- iv) There appears to be a need to update our zoning bylaws when it comes to cultivating large quantities of cannabis plants for the purpose of balancing the public interest with those in the business. Zoning bylaws can be ambiguous.

E) Long Term impact of a Cannabis facility on subject property.

- i) Impact on Area a future residential development

F) The need for Cannabis regulation:

- i) to protect the interest of the general public
- ii) to provide a clear set of rules for those growing cannabis as a business

G) Conclusion: The need for time to get our house in order before we begin to accommodating cannabis industry such as:

- i) Consult other Municipalities as to the best zones for permitted cannabis facility within settlement boundaries. ( Chart overview)
- ii) Engage the public and other key stakeholders, including industry
- iii) Seek legal advice to carve in clear cannabis amendments

Therefore we are submitting our objection to allowing a cannabis facility at 2085 highway 3, Oldcastle;

- 1) Because it is premature of any amendment that regulates the Cannabis Industry in the Town of Tecumseh for the purpose of serving the best interest of the people.
- 2) The lack of conformity in the zoning bylaws with the official plans of the county and Sandwich South.
- 3) Premature of a secondary plan for Oldcastle.
- 4) The absence of a process that engages the people and all stake holders.

We support the recommendation of a motion by council that would put in place a “**interim control by-law for the purpose of studying the cannabis issue.**”

*Judy Wellwood–Robson*  
*FOOD Representative*

## Summary of possible roles and responsibilities

Federal	Provincial/Territorial	Municipal
<p>Cannabis production</p> <p>Cannabis possession limits</p> <p>Trafficking</p> <p>Advertising</p> <p>Minimum age limits (18)</p> <p>Oversight of medical cannabis regime, including personal cultivation registration</p>	<p>Wholesale and retail distribution of cannabis</p> <p>Selection of retail distribution model</p> <p>Workplace safety</p> <p>Discretion to set more restrictive limits for:</p> <ul style="list-style-type: none"> <li>• minimum age for consumption</li> <li>• possession amount</li> </ul>	<p>Zoning (density, location)</p> <p>Retail locations</p> <p>Home cultivation</p> <p>Business Licensing</p> <p>Building Codes</p> <p>Nuisance</p> <p>Smoking restrictions</p> <p>Odours</p> <p>Municipal workplace safety</p> <p>Enforcement</p> <p>Regulations around public consumption</p> <p>Personal possession</p> <p>Municipal cost considerations related to local policing</p>

City	Zones Permitted	Setback
Clearview Township, ON	Permitted as-of-right as a "greenhouse" primary use in agricultural and rural zones	No setback specific to Medical Marihuana Production Facilities
Markham, ON	Permitted as-of-right in Employment Zones as an industrial use that allows for the manufacturing of goods, with plant growing considered incidental to the principal use	No setback specific to Medical Marihuana Production Facilities
Smith Falls, ON	Permitted as-of-right in industrial zones (processing plant use)	No setback specific to Medical Marihuana Production Facilities
Windsor, ON	Permitted in industrial zones	No setback specific to Medical Marihuana Production Facilities
Fort Erie, ON	Permitted in agricultural, industrial, rural and existing open spaces	70m setback from residential zones and sensitive uses
Milton, ON	Permitted in general industrial zone	70m setback from various zones and sensitive uses
Toronto, ON	Permitted in industrial zones	70m setback from sensitive land uses including residential, public/private schools, place of worship, day nursery
Ottawa, ON	Permitted in industrial zones	150 m setback from residential and institutional zones
Mississauga, ON	Permitted as-of-right as a manufacturing use in all Employment Zones and in Employment and Corporate Centre Character Areas	No setback specific to Medical Marihuana Production Facilities
Burlington, ON	General Employment zones	70 m from sensitive land uses
Caledon, ON	Prestige Industrial or Serviced Industrial	150 m setback from residential and institutional zones
Chatham-Kent, ON	Permitted in Employment Area, Agricultural Area, and Rural Industrial zones	75 m (urban areas) and 100 m (rural areas) from residential, institutional, and open space
Orillia, ON	Permitted in Light Industrial zones	20 m from sensitive land uses
Port Colborne, ON	Permitted in Agricultural and Rural Zones	150 m from agricultural and sensitive rural land uses
Windsor, ON	Permitted in industrial zones	No setback specific to Medical Marihuana Production Facilities







**Town of Tecumseh**

**October, 2019**

**Janice Moroun, Diane Mulcaster**



# Meet Janice and Diane

Janice Moroun

- Coordinator of Compassionate Neighbourhoods
  - One on one Support
  - Volunteer Recruitment and Management

Diane Mulcaster

- WECCC Training Facilitator
  - Education Events
  - Community Engagement

# Who We Are



The Windsor-Essex Compassion Care Community is citizens, families, neighbours, and community leaders who believe in the power of community.

**We are a movement.**

“...In a Compassionate Community, people are motivated by compassion to take responsibility for and care for each other.”

*(Karen Armstrong, Founder of the global movement, The Charter for Compassion).*



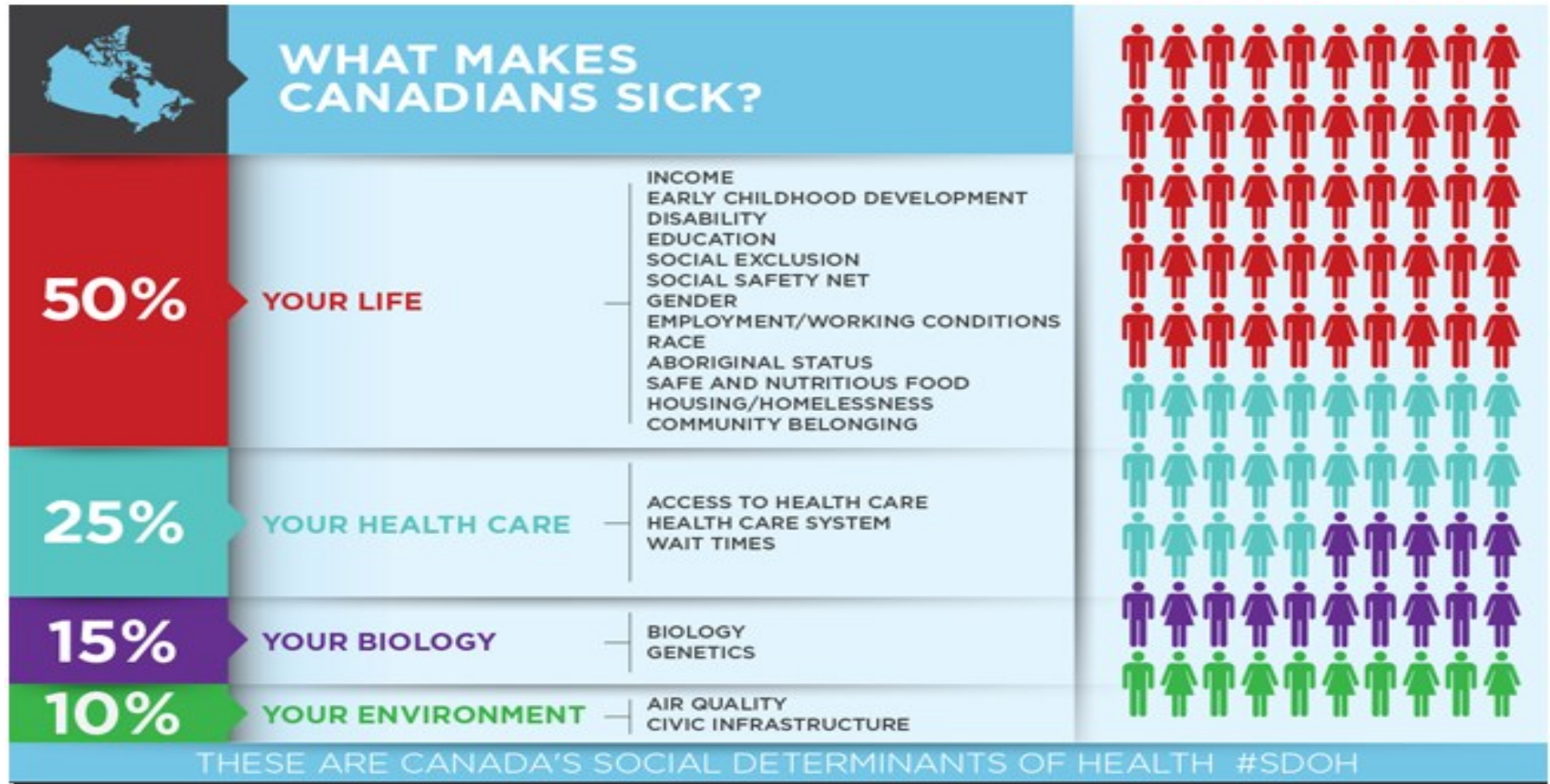
# Topics For Today



- WECCC Background
- The Importance of Being Connected
- Let's Build Compassionate Tecumseh!



# What Makes Canadian's Sick



Queen's Printer for Ontario; 2016.

[1] Health Status of Canadians 2016: A Report of the Chief Public Health Officer, Canada

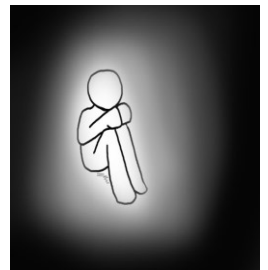
[1] Braveman, P. and Gottlieb, L., 2014. The social determinants of health: it's time to consider the causes of the causes. Public health reports, 129(1\_suppl2), pp.19-31.

# Loneliness – Personal Effects

Research shows that lacking social connections is as damaging to our health as smoking **15 cigarettes a day** (Holt-Lunstad 2015)! Or **15 years of one's life span** (Pomeroy 2019)

Higher risk of:

- Being in the top 5 % of health care utilization
- Dying prematurely (50% > than those that are connected)
- Stress, Anxiety, Depression, Cognitive Decline
  - Increased risk of dementia by 64 times)
- Engaging in risky health behaviours – poor eating habits, being sedentary, smoking
- Having a Stroke (32 % heightened risk)
- Having a Heart Attack (29 % increased risk)



# A Success Story



# Astounding Results!

## **Somerset – Emergency Room Admissions**

29 % increase

21 % increase in cost

## **Frome – Emergency Room Admissions**

17 % reduction

21 % reduction in costs

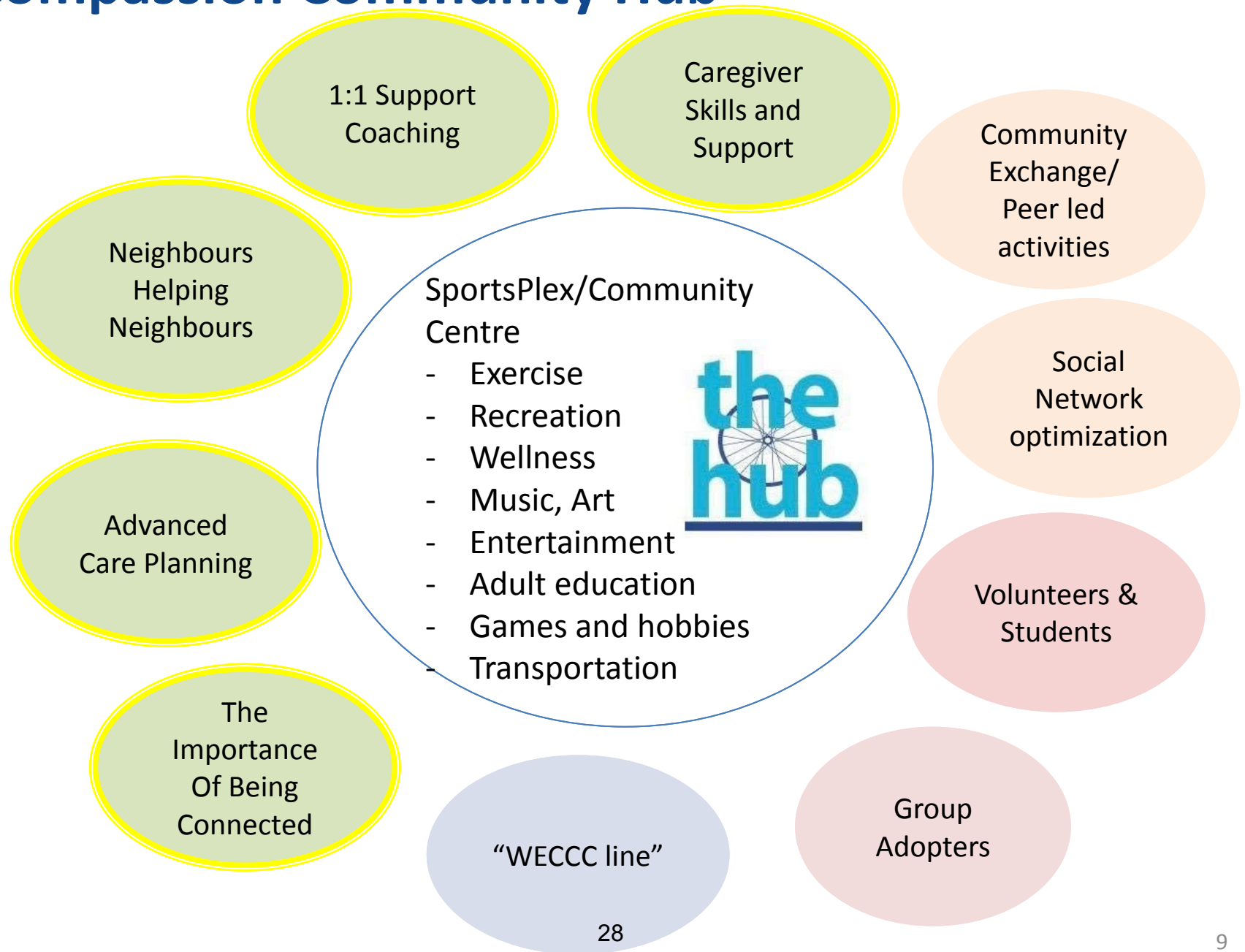
## **NHS data – 5% reduction in total health budget!**

Comparators – reductions in 2016 and 2017  
compared to 2013 and 2014

(Julian Abel)



# Compassion Community Hub





# Current Research Outcomes



## Shared Outcomes

Total Registered: **1966**



Health

**MODERATE**

Peer Comparison

Change



Quality of Life

**GOOD**

Peer Comparison

Change



Experience of Care

**C**

Peer Comparison

Change



Community  
Connection

**C+**

Peer Comparison

Change



Personal Well-  
Being

**B-**

Peer Comparison

Change

# Community Benefit



Strengthen  
Families



Quality of life



Better Care



Compassion /  
Purpose



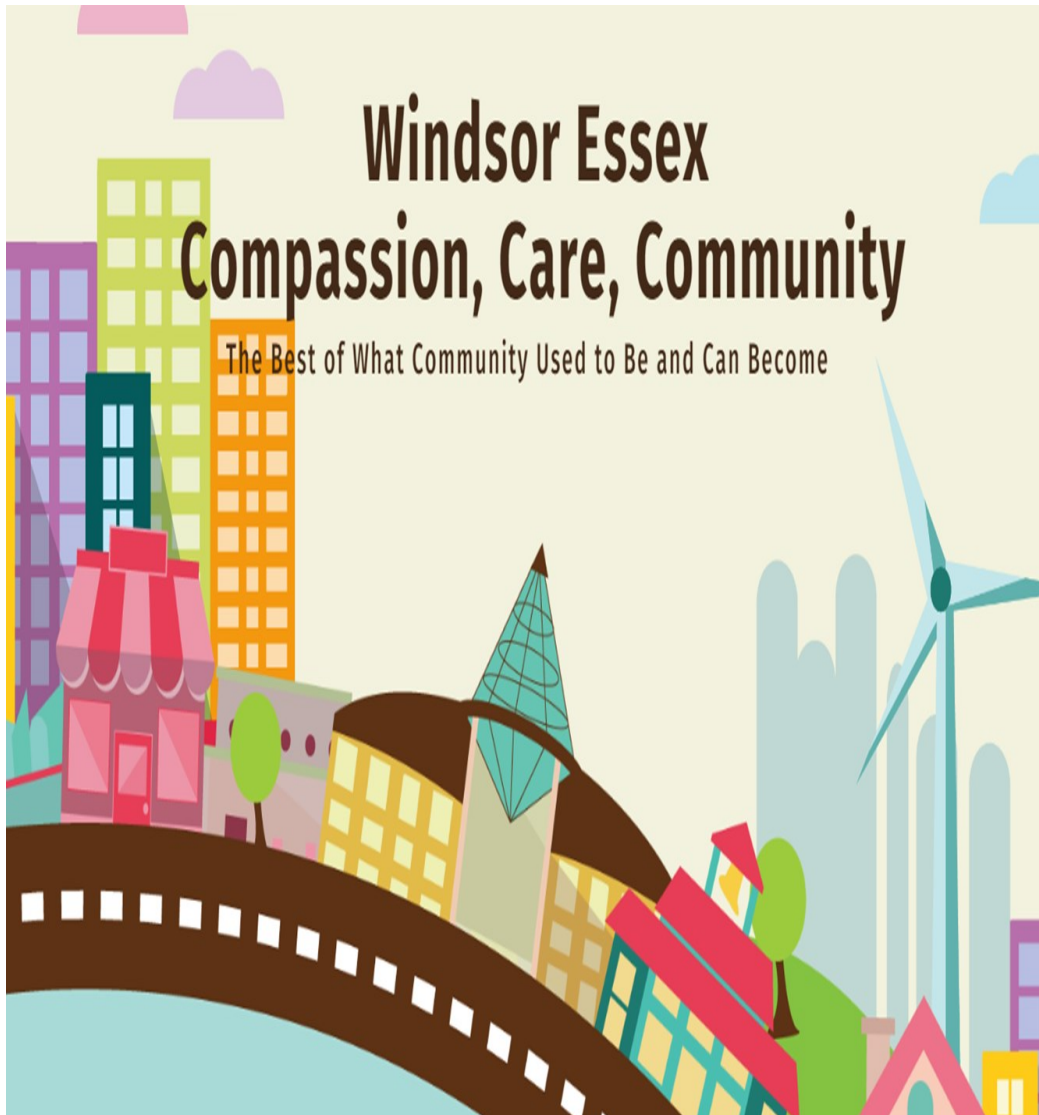
Stronger  
Communities

# We Can Make a Difference!

- Developing Compassionate Tecumseh
- WECCC is here to support you!
- HUB creation – working together!
  - A place where individuals and caregivers can gather
  - A place where leaders can gather to determine how best to reach out to lonely/isolated
  - Tecumseh Senior Advisory Committee Leadership
  - Engage Current Community/Municipal Programs
  - Volunteer Recruitment
  - Condo Social Groups
- Your mayor is the Warden of the County – great partnership – to build the potential for spread

# Questions/Next Steps





**More Info:**

**Windsor-Essex Compassion Care Community**

6038 Empress Street, Windsor,  
Ontario

**Email:** [info@weccc.ca](mailto:info@weccc.ca)

**Phone:** 519-974-2581 ext. 2420

**Website:** [www.weccc.ca](http://www.weccc.ca)

**Facebook:** Weccc

**Twitter:** @InfoWeccc

**Instagram:** @weccc\_windsor

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RECEIVED

OCT 03 2019

Town of Tecumseh



FORM 1

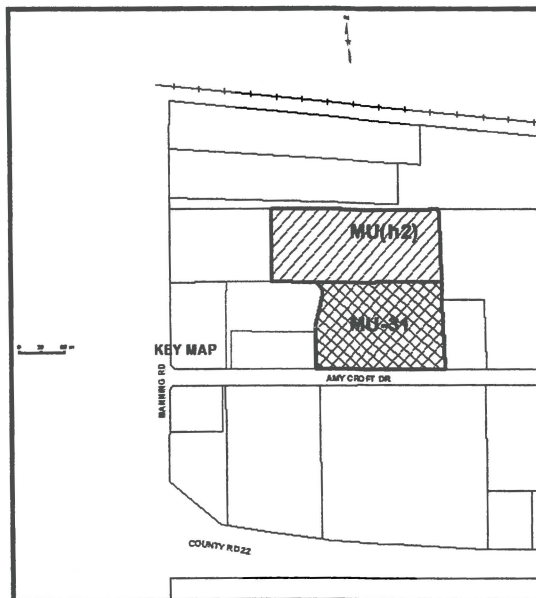
THE PLANNING ACT, R.S.O. 1990  
NOTICE OF THE PASSING OF A ZONING BY-LAW AMENDMENT BY  
THE CORPORATION OF THE TOWN OF LAKESHORE

**TAKE NOTICE** that the Council of the Corporation of the Town of Lakeshore has passed By-law 105-2019 on the 24<sup>th</sup> day of September, 2019, under Sections 34 & 36 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 Land 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 **15<sup>th</sup> of October, 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 26<sup>th</sup> day of September, 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 105-2019 affects the "Subject Lands" in the Key Map, above. The parcel is located at 0 Amy Croft Drive (Part Lots 2 & 3, Conc. WPC, Part 2 Plan 12R27653 and 2 Plan 12R27279) in the former Community of Maidstone, now within the Town of Lakeshore. In effect, By-law 105-2019 rezones the subject lands identified as "MU-31, Mixed Use Exception 31" zone to provide reliefs related to the permitted use of apartments and parking garages for the following reliefs: maximum gross floor area of 6,972 m<sup>2</sup> for the apartment use; maximum height of 19 metres for the apartment use; minimum setback of 9 metres from private roads; minimum of (155) parking spaces and minimum of 2.5 metre setback for the pavilion from the main building. The MU-31, Mixed Use Exception 31 zone also provides relief related to the permitted use of a townhouse for the following reliefs: minimum lot area of 160 m<sup>2</sup>; minimum lot frontage of 6 metres for interior units, 8.5 metres for exterior units and 7.5 metres for exterior units on corner lots; maximum lot coverage of 52%; minimum landscape open space of 7%; minimum front yard setback of 0 metres for townhouse unit and porch/ steps; minimum of 10 metre setback from private roads; permitted encroachment of 2.5 metres into the rear yard for decks and no accessory structures/ buildings or uses shall be permitted. The MU(h2), Mixed Use in holding zone shall permit only existing uses and shall not be removed until site plan approval with the municipality.

TOWN OF LAKESHORE

OFFICE OF THE TOWN CLERK

RECEIVED



**The Corporation of the Municipality of  
Grey Highlands**

206 Toronto Street South, Unit 1, Box 409  
Markdale, ON N0C 1H0  
Tel.: 519-986-1216

October 02, 2019

The Honourable Jeff Yurek  
Minister of the Environment, Conservation and Parks  
5<sup>th</sup> Floor 777 Bay St.  
Toronto, ON M7A 2J3

Sent via email: [jeff.yurek@pc.ola.org](mailto:jeff.yurek@pc.ola.org)

To Minister Yurek,

Re: Grey Highlands Resolution 2019-603

Please be advised that the following resolution was passed at the October 02, 2019 meeting of the Council of the Municipality of Grey Highlands.

**2019-603**

**Cathy Little, Dane Nielsen**

**Whereas** the Municipality of Grey Highlands is a member of the Grey Sauble Conservation Authority (GSCA), the Nottawasaga Valley Conservation Authority (NVCA) and the Saugeen Valley Conservation Authority (SVCA) and has a representative on each board of directors; and

**Whereas** each board of directors determines the policies, priorities and budget of their respective Conservation Authority (CA); and

**Whereas** each CA provides the Municipality of Grey Highlands with expert advice on the environmental impact of land use planning proposals and that the Municipality does not have staff with comparable expertise or experience; and

**Whereas** the CAs provide programs and services to the residents of Grey Highlands and other member municipalities that include recreation, education, water quality monitoring, reduction of vegetation loss and soil erosion, preservation of species at risk as well as protecting life and property through a variety of measures;

**Therefore** be it resolved that the Municipality of Grey Highlands supports continuation of the programs and services of the three CAs, both mandatory and non-mandatory, and that no programs or services of GSCA, NVCA and SVCA or of other CAs in Ontario be "wound down" at this time; and

**That** the Minister of Environment, Conservation and Parks give clear direction as to what programs and services are considered mandatory and non-mandatory and how those programs will be funded in the future; and

**That** this resolution be forwarded to the Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Bill Walker, the Association of Municipalities of Ontario, the Grey Sauble Conservation Authority, the Nottawasaga Valley Conservation Authority, the Saugeen Valley Conservation Authority, Conservation Ontario and all Ontario municipalities.

**CARRIED.**

If you require anything further, please contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Raylene Martell".

Raylene Martell  
Director of Legislative Services/Municipal Clerk  
Municipality of Grey Highlands

Cc:

Premier Doug Ford – [premier@ontario.ca](mailto:premier@ontario.ca)

MPP Bill Walker – [bill.walker@pc.ola.org](mailto:bill.walker@pc.ola.org)

Association of Municipalities of Ontario – [amo@amo.on.ca](mailto:amo@amo.on.ca)

Grey Sauble Conservation Authority – [d.robinson@greysauble.on.ca](mailto:d.robinson@greysauble.on.ca)

Nottawasaga Valley Conservation Authority – [hferguson@nvca.on.ca](mailto:hferguson@nvca.on.ca)

Saugeen Valley Conservation Authority – [j.hagan@svca.on.ca](mailto:j.hagan@svca.on.ca)

Conservation Ontario – [info@conservationontario.ca](mailto:info@conservationontario.ca)

Ontario Municipalities

# MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



390 HIGHWAY 94, CORBEIL, ONTARIO P0H 1K0  
TEL.: (705) 752-2740 FAX.: (705) 752-2452  
Email: [municipality@eastferris.ca](mailto:municipality@eastferris.ca)

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## REGULAR COUNCIL MEETING

HELD

October 8<sup>th</sup>, 2019

**2019-280**

**Moved by** Councillor Lougheed

**Seconded by** Deputy Mayor Voyer

WHEREAS the Municipality of East Ferris believes that conferences are vital forums for municipal leaders to interact amongst each other and discuss municipal issues;

AND WHEREAS despite new technological advances that allow remote communication, resource sharing, and networking; face-to-face interactions are one of the most crucial components for learning for municipal leaders;

AND WHEREAS parents attending conferences tend to face a childcare–conference conundrum as they struggle finding care for their children while attending and participating in conference sessions;

AND WHEREAS numerous reports and studies (1), including a recent 2019 report from the House Of Commons(2), indicate a lack of 'Family-Friendly and Gender–Sensitive' environments and policies as one of the barriers women face in pursuing and participating in all levels of politics;

AND WHEREAS most conferences such as ROMA, OGRA, AMO, FONOM, NeORA offer a companion program; the Municipality of East Ferris feels that the time has come for conference organizers to create the conditions for change and incorporate child care services throughout conferences;

BE IT HEREBY RESOLVED that this resolution be forwarded to ROMA, OGRA, AMO, FONOM, NeORA for considerations;

AND FURTHER that this resolution be forwarded to all Ontario Municipalities to request ROMA, OGRA, AMO, FONOM and NeORA to consider including a child care program during their conferences.

---

(1) 'Advancing Equity and Inclusion: A Guide for Municipalities', June 2015

<https://www.ourcommons.ca/Content/Committee/421/FEWO/Reports/RP10366034/feworp14/feworp14-e.pdf>

'Welcoming & Inclusive Communities Toolkit', 2014 <http://citiesofmigration.ca/wp-content/uploads/2017/10/AUMA-Welcoming-and-Inclusive-Communities-Toolkit.pdf>

'How to ensure more women run for public office', Macleans 2018 <https://www.macleans.ca/politics/how-to-ensure-more-women-run-for-public-office/>



# MUNICIPALITÉ · EAST FERRIS · MUNICIPALITY



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TEL.: (705) 752-2740 FAX.: (705) 752-2452  
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## REGULAR COUNCIL MEETING

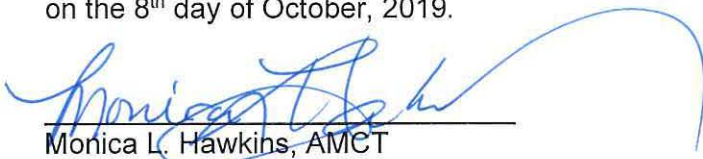
HELD

October 8<sup>th</sup>, 2019

*(2) Elect Her: A Roadmap for Improving the Representation of Women in Canadian Politics, April 2019*  
<https://www.ourcommons.ca/Content/Committee/421/FEWO/Reports/RP10366034/feworp14/feworp14-e.pdf>

**Carried Mayor Rochefort**

CERTIFIED to be a true copy of  
Resolution No. 2019-280 passed by the  
Council of the Municipality of East Ferris  
on the 8<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Monica L. Hawkins, AMCT  
Clerk

**Subject:** EB-2019-0183 - Owen Sound Reinforcement Project Leave to Construct & Rate M17 Application  
- Notice of Application

**To: The clerks of all municipalities in which Enbridge Gas Inc. supplies gas – Union Rate Zone**

On August 29, 2019, Enbridge Gas filed an application with the Board for approval to construct approximately 34 kilometres of natural gas pipeline and associated facilities in the Municipality of West Grey and the Township of Chatsworth, both in the County of Grey. The pipeline is needed to provide transportation services to the South Bruce expansion area and to respond to forecast growth along the Owen Sound pipeline system.

Enbridge Gas Inc. has also proposed to introduce a new service for gas distributors effective December 1, 2019. This new service under Rate M17 is proposed to be a firm point-to-point transportation service for existing and new gas distributors in Ontario. Enbridge Gas Inc. is also proposing to modify and limit the applicability of the existing bundled delivery service under Rate M9 and the semi-unbundled storage and transportation service under Rate T3, to existing gas distributor customers.

On October 1, 2019, the Board issued the Notice of Application and the Letter of Direction for the proceeding. The Board has directed Enbridge Gas to serve a copy of the Notice of Application along with Enbridge Gas' Application to the members of the Ontario Pipeline Coordinating Committee.

Attached please find a copy of the Board's Notice of Application along with Enbridge Gas' Application as filed with the Board for the Windsor Pipeline Replacement Project. A paper copy of the Evidence filed in this proceeding is available upon request or can be viewed by accessing the link below:

[Union Gas Owen Sound Expansion Project](#)

Thank you –

**Stephanie Allman**

Regulatory Coordinator – Regulatory Affairs

***ENBRIDGE GAS INC.***

TEL: 416 753-7805 | FAX: 416 495-6072

500 Consumers Road North York, Ontario M2J 1P8

[enbridgegas.com](http://enbridgegas.com)

**Integrity. Safety. Respect.**

# ONTARIO ENERGY BOARD NOTICE

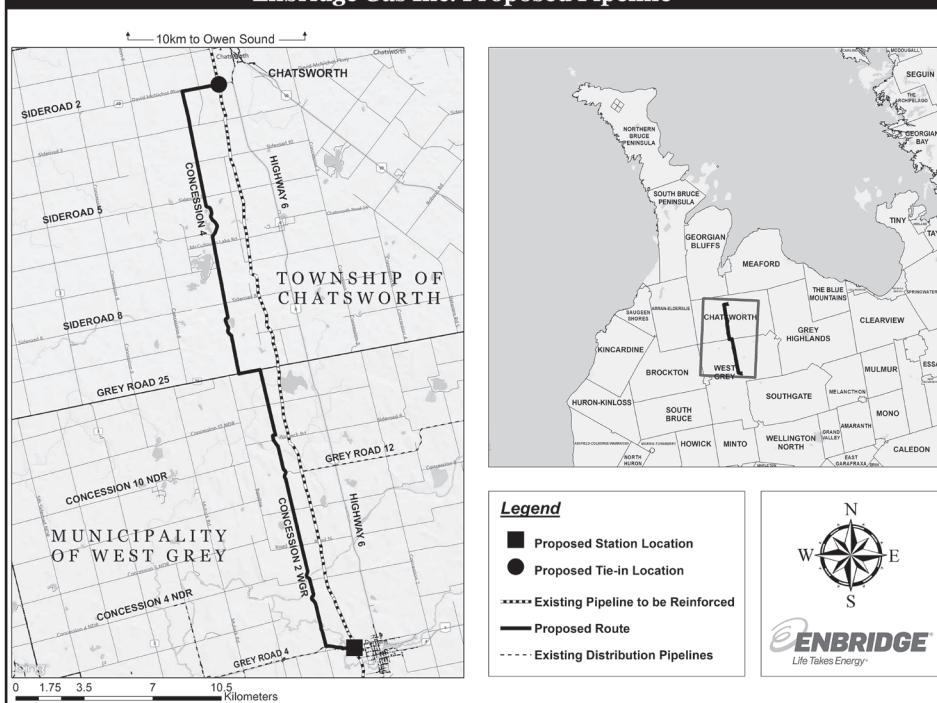
**Enbridge Gas Inc. has applied to the Ontario Energy Board for approval to construct approximately 34 kilometres of natural gas pipeline and associated facilities in the Municipality of West Grey and the Township of Chatsworth, both in the County of Grey.**

**Enbridge Gas Inc. has also applied to introduce a new firm transportation service for gas distributors under Rate M17.**

**Learn more. Have your say.**

If the application is approved as filed, Enbridge Gas Inc. proposes to construct approximately 34 kilometres of new 12-inch diameter natural gas pipeline and associated facilities. A map showing the location of the proposed pipeline is below:

**Enbridge Gas Inc. Proposed Pipeline**



**Enbridge Gas Inc. is also asking the Ontario Energy Board to approve the form of agreements it offers to landowners to use their land for routing or construction of the proposed pipeline and ancillary facilities.**

**Enbridge Gas Inc. says that the pipeline is needed to provide transportation services to the South Bruce expansion area and to respond to forecast growth along the Owen Sound pipeline system.**

**Enbridge Gas Inc. also proposes to introduce a new service for gas distributors effective December 1, 2019. This new service under Rate M17 is proposed to be a firm point-to-point transportation service for existing and new gas distributors in Ontario. Enbridge Gas Inc. is also proposing to modify and limit the applicability of the existing bundled delivery service under Rate M9 and the semi-unbundled storage and transportation service under Rate T3, to existing gas distributor customers.**

**Please review the application carefully for a complete list of approvals and to determine whether you will 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. During the hearing, we will question Enbridge Gas on the case. We will also hear questions and arguments from individual consumers, municipalities and others whose interests would be affected. At the end of this hearing, the OEB will decide whether to approve the application.

As part of its review of this application, the OEB will assess Enbridge Gas' compliance with the OEB's Environmental Guidelines for the Location, Construction and Operation of Hydrocarbon Pipelines and Facilities in Ontario.

**The OEB will also assess whether the duty to consult with Indigenous communities potentially affected by the proposed pipeline has been discharged with respect to the application.**

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

## BE INFORMED AND HAVE YOUR SAY

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

- You can review the application filed by Enbridge Gas 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 **October 21, 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.

## LEARN MORE

Our file number for this case is **EB-2019-0183**. To learn more about this hearing, find instructions on how to file letters or become an intervenor, or to access any document related to this case, please select the file number **EB-2019-0183** from the list on the OEB website: <http://www.oeb.ca/noticelc>. You can also phone our Consumer Relations Centre at 1-877-632-2727 with any questions.

## ORAL VS. WRITTEN HEARINGS

There are two types of OEB hearings – oral and written. Enbridge Gas has applied for a written hearing. The OEB is considering this request. If you think an oral hearing is needed, you can write to the OEB to explain why by **October 21, 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 email address will be removed. If you are a business, all your information will remain public. If you apply to become an intervenor, all information will be public.*

*This hearing will be held under sections 36, 90(1) and 97 of the Ontario Energy Board Act, 1998, S.O. 1998, c.15 (Schedule B).*



Ontario

Ontario Energy Board Commission de l'énergie Ontario



## **ONTARIO ENERGY BOARD**

**IN THE MATTER OF** the Ontario Energy Board Act, 1998, S.O. 1998, c.15, Schedule B;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order or Orders approving a new firm transportation service for gas distributors under the rate M17 rate class, effective December 1, 2019;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order or Orders modifying the applicability of the existing Rate M9 and Rate T3 rate schedules for existing gas distributors;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order or Orders granting leave to construct natural gas pipelines and ancillary facilities in in the Municipality of West Grey and the Township of Chatsworth;

**AND IN THE MATTER OF** an Application by Enbridge Gas Inc. for an Order or Orders approving the form of various land agreements.

## **APPLICATION**

1. Enbridge Gas Distribution Inc. ("EGD") and Union Gas Limited ("Union") were Ontario corporations incorporated under the laws of the Province of Ontario carrying on the business of selling, distributing, transmitting, and storing natural gas within the meaning of the Ontario Energy Board Act, 1998 (the "Act"). EGD and Union amalgamated effective January 1, 2019 to become Enbridge Gas Inc. ("Enbridge Gas" or the "Applicant")
2. Enbridge Gas is applying to the Ontario Energy Board ("the Board") pursuant to section 36 of the Act for an Order or Orders granting approval of a new M17 firm transportation service for gas distributors. This application is in response to changes in the competition for natural gas distribution in Ontario as a result of the OEB's Decision with Reasons in its Generic Community Expansion proceeding (EB-2016-0004).
3. Enbridge Gas is proposing the M17 service to EPCOR Southern Bruce Gas Inc. ("EPCOR") in response to a request to provide transportation to the South Bruce expansion area. In addition to making this service available to other potential new

entrants, existing gas distributors will have the option to take the M17 service. As proposed, the M17 service is to be effective December 1, 2019.

4. To accommodate the new service, Enbridge Gas is seeking Board approval of the proposed M17 rate design and rate schedule found at Exhibit C, Tab 1, Schedule 1, inclusive of Schedule "A" (General Terms and Conditions), Schedule "B" (Nominations) and Schedule "C" (Receipt Locations).
5. Enbridge Gas is also seeking Board approval pursuant to Section 36 of the Act to modify the applicability of the existing Rate M9 and Rate T3 rate schedules for existing gas distributors. Enbridge Gas is proposing to limit the applicability of the Rate M9 and Rate T3 rate schedules to existing gas distributor customers.
6. Enbridge Gas also hereby applies to the Board, pursuant to Section 90 (1) of the Act, for an Order or Orders granting leave to construct approximately 34 kilometres of NPS 12 hydrocarbon natural gas pipeline ("the Project") in the Municipality of West Grey and the Township of Chatsworth, both of which are within the County of Grey.
7. Enbridge Gas also hereby applies to the Board, pursuant to Section 97 of the Act, for an Order approving the form of land agreements found at Exhibit E, Tab 6, Schedule 2.
8. Attached hereto as Exhibit E, Tab 1, Schedule 1, is a map showing the general location of the proposed Project, and associated facilities and the municipalities, and highways through, under, over, upon or across which the pipeline will pass.
9. Enbridge Gas also applies to the Board for such interim Order or Orders approving interim rates or other charges and accounting Orders as may from time to time appear appropriate or necessary. In particular, Enbridge Gas requests the Board hear its application for a new M17 service pursuant to Section 36 of the Act in an expedited fashion in Order to allow for an effective date of December 1, 2019. In the event the Board is not prepared to provide the foregoing, Enbridge Gas requests an interim Order or Orders approving interim rates to allow the M17 service an effective date of December 1, 2019.
10. Enbridge Gas requests approval of the full application, including its Section 90 (1) request specific to the Owen Sound Reinforcement Project, by February of 2020.
11. This application is supported by written evidence. This evidence is pre-filed and will be amended from time to time as required by the Board, or as circumstances may require.

12. The parties affected by this Application are the owners of lands, government agencies and municipalities over which the pipeline will be constructed, and Enbridge Gas's distribution customers. The persons affected by this Application are the customers resident or located in the Municipalities, the First Nation Reserves and Métis organizations served by Enbridge Gas, together with those to whom Enbridge Gas sells gas, or on whose behalf Enbridge Gas distributes, transmits or stores gas. It is impractical to set out in this Application the names and addresses of such persons because they are too numerous.

13. The address for service for Enbridge Gas is:

Enbridge Gas Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
P.O. Box 650  
Scarborough, Ontario M1K 5E3

Attention: Brandon Ott, Technical Manager, Regulatory Applications  
Telephone: (416) 495-7468  
Email: [brandon.ott@enbridge.com](mailto:brandon.ott@enbridge.com)  
[egiregulatoryproceedings@enbridge.com](mailto:egiregulatoryproceedings@enbridge.com)

-and-

Enbridge Gas Inc.  
500 Consumers Road  
Toronto, Ontario M2J 1P8  
P.O. Box 650  
Scarborough, Ontario M1K 5E3

Attention: Guri Pannu, Legal Counsel  
Telephone: (416) 758-4761  
Fax: (416) 495-5994  
Email: [guri.pannu@enbridge.com](mailto:guri.pannu@enbridge.com)

-and-

Torys  
Suite 3000, TD South Tower  
Box 270  
Toronto, Ontario  
M5K 1N2

Attention: Charles Keizer  
Telephone: (416) 865-7512  
Fax: (416) 865-7380  
Email: [ckeizer@torys.com](mailto:ckeizer@torys.com)

Dated: August 29, 2019

Enbridge Gas Inc.

[original signed by]

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Brandon Ott  
Technical Manager, Regulatory Applications

**From:** Dowie, Andrew [[adowie@citywindsor.ca](mailto:adowie@citywindsor.ca)]

**Sent:** October 11, 2019 6:10 PM

**To:** Margaret Misek-Evans <[mevans@tecumseh.ca](mailto:mevans@tecumseh.ca)>

**Subject:** Notice of Commencement and P.I.C. - Wyandotte St. E. and Jarvis Ave. Class EA, Windsor, ON

October 11, 2019

Chief Administrative Officer Margaret Misek-Evans  
Chief Administrative Officer  
917 Lesperance Road  
N8N 1W9

**RE: NOTICE OF STUDY COMMENCEMENT AND PUBLIC INFORMATION CENTRE  
CLASS ENVIRONMENTAL ASSESSMENT  
WYANDOTTE STREET EAST AND JARVIS AVENUE**

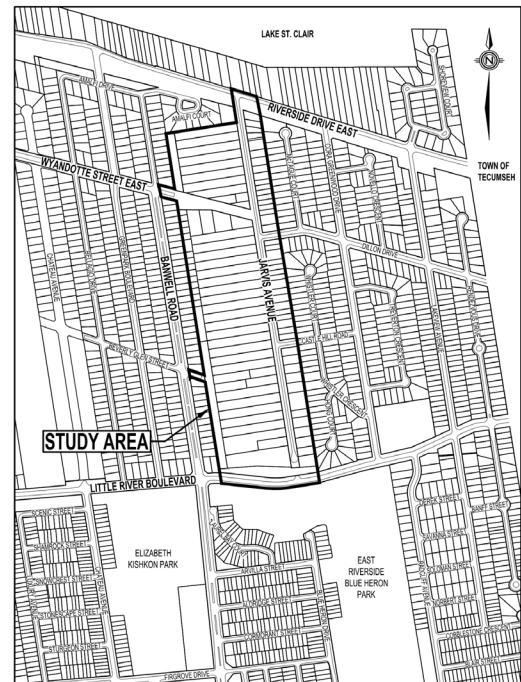
Dear Chief Administrative Officer Misek-Evans,

The City of Windsor has initiated a Municipal Class Environmental Assessment (Class EA) to evaluate the extension of Wyandotte Street East to Jarvis Avenue to serve neighbourhood transportation and infrastructure needs for a 20-year period.

The study area is bounded by Riverside Drive (to the north), Jarvis Avenue (to the east), Little River Road (to the south) and Banwell Road (to the west), as shown on the key plan.

The study will consider the Wyandotte Street East extension for vehicular, pedestrian, transit, and bikeway connections, traffic calming, drainage, and sanitary sewage. In addition, the study will evaluate the servicing needs required to improve neighbourhood infrastructure to current municipal standards on Jarvis Avenue.

The study is being undertaken in accordance with the planning and design process for 'Schedule B' projects outlined in the Municipal Class Environmental Assessment (June 2000, as amended in 2007 and 2011) under the Ontario Environmental Assessment Act.



A key component of the study will be consultation with interested stakeholders. A Public Information Centre (PIC) is planned for this project. The PIC will be held to present and discuss the need and justification for improvements, existing study area conditions, and assessment of alternative solutions and design concepts.

Public Information Centre #1 will be hosted at:

**Thursday, October 24, 2019**  
**4:00pm-7:00pm**  
**Riverside Sportsmen's Club**  
**10835 Riverside Dr E.**  
**Windsor, ON N8P 1A5**

Upon completion of the study, an Environmental Study Report (ESR) will be prepared and made available for a 30-day public review period. Notices will be placed in local newspapers to notify the public of further opportunities for public input.

If you wish to comment on this project, have your name added to the project mailing list, or have any questions about this project, please contact the undersigned at:

**1266 McDougall Avenue,**  
**Windsor ON N8X 3M7**  
**Tel: 519-255-6247 ext. 6005**  
**E-mail: [adowie@citywindsor.ca](mailto:adowie@citywindsor.ca)**

Sincerely,

Andrew Dowie, P.Eng., FEC  
Executive Initiatives Coordinator

**Cultural and Arts Advisory Committee**  
**Minutes**

Date: Monday, September 16, 2019  
Time: 7:00 pm  
Location: Tecumseh Town Hall - Sandwich South Room

Present:  
Councillor Bill Altenhof  
Member Marian Drouillard  
Chair Rhonda Dupuis  
Member Dwayne Ellis  
Vice-Chair Charles Gray  
Member Christopher McNamara  
Member Rita Ossington  
Member Kyrsten Solcz

Also Present:  
Manager Committee & Community Services Christina Hebert

**A. Call to Order**

The Chairperson calls the meeting to order at 7:08 pm.

**B. Roll Call**

**C. Disclosure of Pecuniary Interest**

None reported.

**D. Delegations**

None.

**E. Communications**

- 1. Cultural and Arts Advisory Committee Minutes - June 17, 2019**
- 2. Cultural and Arts Advisory Committee Minutes - July 15, 2019**

**Motion: CAAC - 14/19**

Moved By                      Member Marian Drouillard

Seconded By                Member Dwayne Ellis

**That** the minutes of the June 17, 2019 and July 15, 2019 meeting of the Cultural and Arts Advisory Committee as were duplicated and delivered to the Committee members, are accepted.

Carried

**F. Reports**

None.

**G. Unfinished Business**

**1. Culture Days**

The Manager Committee & Community Services and Member Marian Drouillard provide the Members with an update regarding the Culture Days event to be held on Saturday, September 28 at the Tecumseh Area Historical Society (TAHS) as follows:

- The event poster drafted by Member Marian Drouillard is reviewed and it's suggested the background be lightened to easily read the text
- Event details are available on the Culture Days website, Town website, social media and local papers, in addition to the event poster
- Culture Days signage will also be placed at the TAHS
- Arrangements have been made for the Town tent, extra garbage cans and cooler to be brought over to the TAHS on Friday, September 27
- Musical performances will take place from 11:30 am - 3:00 pm on the front porch of the TAHS
- Member Marian Drouillard will set up the Alcohol Ink demonstrations under the Town tent
- The TAHS will be providing crochet demonstrations, tours and information on the Indigenous Garden



- Refreshments including hot dogs, chips and beverages will be purchased
- The TAHS will provide the popcorn and coffee
- Member's assistance with set up and throughout the event is needed

**Motion: CAAC - 15/19**

Moved By                      Member Christopher  
   McNamara

Seconded By                Member Rita Ossington

**That** the Cultural & Arts Advisory Committee provide refreshments for the Culture Days event on Saturday, September 28, at a cost no greater than \$500;

**And That** supplies be purchased for the Alcohol Ink Demonstration, in the approximate amount of \$100.00.

Carried

**2.      Municipal Culture Grant Funds**

Discussion ensues respecting the creation of a municipal culture grant program that would support local funding initiatives to assist the creative community.

It is recommended that a cultural and arts survey be conducted to explore community interest/need prior to researching and developing a municipal culture grant fund.

**3.      Soirée Coffee House - Craft Paper**

Further to the Committee's previous suggestion to purchase craft paper and dispenser for the Soirée Coffee House, the Manager Committee & Community Services provides the pricing for same.

**Motion: CAAC - 16/19**

Moved By                      Vice-Chair Charles Gray

Seconded By                Member Marian Drouillard

**That** craft paper and a dispenser be purchased for purposes of the annual Soirée Coffee House, at an approximate cost of \$150.

Carried

## **H. New Business**

### **1. 2020 Budget**

The 2019 Budget is reviewed and project initiatives for 2020 are discussed. Enhancements to events, such as Culture Days, conducting a cultural and arts survey and potential street naming recognition are noted as priorities for 2020.

**Motion: CAAC - 17/19**

Moved By                      Member Marian Drouillard

Seconded By                Member Dwayne Ellis

**That** the Cultural & Arts Advisory Committee requests consideration be given to carrying forward the Cultural & Arts transfers from reserve allocation, in the amount of \$2,000, to the 2020 Budget to support enhancements to events/programming, a cultural and arts survey and potential street naming recognition.

Carried

### **2. Call for Committee Applications**

The Members are advised applications are being received from residents interested in serving on the Town's Committees. Details, together with the application forms, may be found on the Town's website.

Nominations are also being accepted for the Dr. Henri Breault Community Excellence Award, the Donald "Donny" Massender Memorial Volunteer Award and the Ontario Senior of the Year Award.

The deadline for submission is October 31, 2019.

The Members are encouraged to share the information with persons who may be interested in serving on a Town Committee.

### **3. McAuliffe Park - Washroom Mural**

The Manager Committee & Community Services appraises the Town is exploring options for artwork on the new washroom facility at McAuliffe Park. Taking into consideration the facility structure and cement walls, the Members agree a mural(s) would be well-suited. Barn quilts are also suggested.

The Members will advise of any arts grants that would be eligible for this project.

**I. Next Meeting**

The next meeting of the Cultural & Arts Advisory Committee will be held on October 21, 2019.

**J. Adjournment**

**Motion: CAAC - 18/19**

Moved By                Member Rita Ossington

Seconded By            Member Dwayne Ellis

**That** there being no further business, the September 16, 2019 meeting of the Cultural and Arts Advisory Committee now adjourn at 8:20 pm.

Carried

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Rhonda Dupuis, Chair

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Charles Gray, Vice-Chair

## **Heritage Committee**

### **Minutes**

Date: Monday, September 16, 2019  
Time: 6:00 pm  
Location: Tecumseh Town Hall - Sandwich South Room

Present:  
Councillor Bill Altenhof  
Vice-Chair Marian Drouillard  
Member Rhonda Dupuis  
Member Dwayne Ellis  
Member Charles Gray  
Member Rita Ossington

Absent:  
Chair Chris Carpenter  
Member John Levesque

Also Present:  
Manager of Committee & Community Services Christina Hebert

**A. Call to Order**

The Chairperson calls the meeting to order at 6:12 pm.

**B. Roll Call**

**C. Disclosure of Pecuniary Interest**

None reported.

**D. Delegations**

None.

**E. Communications**

- 1. Heritage Committee Minutes- July 15, 2019**
- 2. Heritage Committee Minutes - June 17, 2019**

**Motion: HC - 18/19**

Moved By                      Member Dwayne Ellis

Seconded By                Member Rhonda Dupuis

**That** the minutes of the June 17, 2019 and July 15, 2019 meeting of the Heritage Committee as were duplicated and delivered to the Committee members, are accepted.

Carried

- 3. Ministry of Tourism, Culture and Sport, Email dated August 29, 2019**  
Re: Update on Heritage Advisory Services
- 4. CHO News Summer 2019 Edition**

**Motion: HC - 19/19**

Moved By                      Member Rhonda Dupuis

Seconded By                Member Dwayne Ellis

**That** Communications - For Information C through D as listed on the September 16, 2019 Heritage Committee Agenda are received.

Carried

- 5. National Trust for Canada**

Re: Membership Renewal

**Motion: HC - 20/19**

Moved By                      Member Rhonda Dupuis

Seconded By                Member Charles Gray

**That** the National Trust for Canada membership be renewed for 2019.

Carried

**F. Reports**

None.

**G. Unfinished Business**

**1. Heritage Property Listing**

1. 2725 Highway # 3
2. St. Mark's Church
3. Lakewood Golf Course

Discussion ensues respecting the selection of properties previously suggested to move forward to the Listing and status updates are provided by the Members who undertook research on same.

The Members will forward summarized attributes and photographs of the subject properties to the Manager Committee & Community Services for inclusion in the draft report and Committee review at the next meeting.

A suggestion is made to develop an informational package regarding the Municipal Register of Cultural Heritage Properties, including the Listing for property owners to better understand the process. Members would provide the information to the property owner when conducting research on said property.

**2. Tecumseh Heritage Articles**

The Members concur the next article in the series should also include information on the properties currently identified to move forward on the Listing.

The Vice Chair will begin drafting the article in anticipation of the properties moving forward.

**H. New Business****1. 2020 Budget**

The 2019 Budget is reviewed and project initiatives for 2020 are discussed. In addition to pursuing potential heritage designations, opportunities for further educational training for the Members is highlighted for 2020.

**Motion: HC - 21/19**

Moved By                      Member Rhonda Dupuis

Seconded By                Member Charles Gray

**That** the Heritage Committee requests consideration be given to carrying forward the Heritage Advisory transfers from reserve allocation, in the amount of \$1484, to the 2020 Budget for use in pursuing heritage property designations and educational training.

Carried

**2. Call for Committee Applications**

The Members are advised applications are being received from residents interested in serving on the Town's Committees. Details, together with the application forms, may be found on the Town's website.

Nominations are also being accepted for the Dr. Henri Breault Community Excellence Award, the Donald "Donny" Massender Memorial Volunteer Award and the Ontario Senior of the Year Award.

The deadline for submission is October 31, 2019.

The Members are encouraged to share the information with persons who may be interested in serving on a Town Committee.

**I. Next Meeting**

The next meeting of the Heritage Committee will be held on October 21, 2019.

**J. Adjournment**

**Motion: HC - 22/19**

Moved By                Member Rita Ossington

Seconded By            Member Dwayne Ellis

**That** there being no further business, the September 16, 2019 meeting of the Heritage Committee now adjourn at 7:05 pm.

Carried

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Marian Drouillard, Vice-Chair

---

Christina Hebert, Manager Committee  
& Community Services



## **Youth Advisory Committee**

### **Minutes**

Date: Monday, September 16, 2019  
Time: 4:30 pm  
Location: Tecumseh Town Hall - Sandwich South Room

Present:  
Councillor Rick Tonial  
Member Jacob Altenhof  
Member Michael Altenhof  
Chair Brendan Froese  
Treasurer Kristi Koutros  
Member Kurtis Hengl Lachance  
Member Ava Ruuth  
Member Cameron Skinner

Absent:  
Secretary Tamsyn King  
Member Tia-Lynne McCann  
Vice-Chair Suzie Sawicki

Also Present:  
Manager Committee & Community Services, Christina Hebert

#### **A. Call to Order**

The Chairperson calls the meeting to order at 4:36 pm.

#### **B. Roll Call**

#### **C. Disclosure of Pecuniary Interest**

None reported.

**D. Delegations****1. WindsorEssex Community Foundation**

Re: RBC Future Launch Community Challenge Grant and Vital Conversation

Ms. Anna Maruska, WindsorEssex Community Foundation (WECF), together with Ms. Andrea Schuld, RBC provides the Members with an overview of the RBC Future Launch Community Challenge Grant (Grant). The Grant is a call to action for youth age 15-29 to make application for the Grant, valued up to \$15,000 for youth-led projects that respond to an urgent local need.

Youth and a Partner organization are encouraged to experiment with new ideas focusing on urgent local needs such as: employment, learning, health and wellness.

The deadline for submission is September 18, 2019. Projects must take place between November 15, 2019 and August 1, 2020.

The Members engage in table dialogue with WECF and RBC surrounding challenges facing youth in our community, ideas to help youth improve these challenges and how youth can work towards making changes.

The Committee extends appreciation to WECF and RBC for their presentation this evening and opportunity to share challenges from youth's perspective.

The Treasurer reviews the YAC grant proposal in respect of wellness workshops during exam time for secondary students, as circulated via email. Options for the project title are provided and the Members agree with using the title "Mind Break Before Study Break". No further changes to the proposal are suggested. Appreciation is given to the Treasurer for her efforts in drafting the YAC grant application.

The Manager Committee & Community Services reminds the Members an application in partnership with l'Essor High School is also being submitted for a community garden at l'Essor.

**E. Communications**

1. **Youth Advisory Committee Minutes - April 15, 2019**
2. **Youth Advisory Committee Minutes - May 27, 2019**
3. **Youth Advisory Committee Minutes - June 17, 2019**
4. **Youth Advisory Committee Minutes - July 15, 2019**

**Motion: YAC - 13/19**

Moved By                      Treasurer Kristi Koutros

Seconded By                Member Kurtis Hengl  
Lachance

**That** the minutes of the April 15, 2019, May 27, 2019, June 17, 2019 and July 15, 2019 meeting of the Youth Advisory Committee as were duplicated and delivered to the Committee members, are accepted.

Carried

**5. City of Windsor News Release**

Re: Calling All Young Artists

**Motion: YAC - 14/19**

Moved By                      Member Michael Altenhof

Seconded By                Member Jacob Altenhof

**That** Communications - For Information Item E as listed on the September 16, 2019 Youth Advisory Committee Agenda be received.

Carried

**F. Reports**

**G. Unfinished Business**

**1. Local Government Week**

The Manager Committee & Community Services advises planning is underway for the Local Government Week activities, including tours of the Town Centre (Town Hall, OPP Station and Fire Hall Station No.1) and contests to be held in October.

In celebration of Tecumseh's 20<sup>th</sup> Anniversary, the Manager Committee & Community Services suggests the following contest ideas:

- Elementary: write a futuristic essay describing what the Town will look like in 20 years and design a time capsule
- Secondary: creating a time capsule photo collage, along with a brief written explanation

The Members concur with the contest ideas.

The Committee will assist in promoting the activities on social media and at their respective schools, once details are finalized.

## **2. Recreation Events**

a. Canada Day Celebration

b. Outdoor Movie Night

c. Tecumseh Corn Festival and End of Summer Community Bonfire/Fireworks

d. Family Game Night

Appreciation is extended to the Members who volunteered for the Canada Day Celebration, Outdoor Movie Night, Tecumseh Corn Festival and End of Summer Community Bonfire/Fireworks.

The Manager Committee & Community Services seeks the Members input regarding potentially scheduling the annual Outdoor Movie Night in September when it gets dark earlier to accommodate young families who may not attend the later movie start time during the summer. The Members agree September may be an ideal time for young families as well as not conflict with various summer initiatives. When scheduling the 2020 Outdoor Movie Night, September dates will be considered.

Discussion ensues regarding scheduling Family Game Nights (FGN) for Fall 2019/Winter 2020. The Members suggest hosting FGN on the 3rd Friday of the month for October and November and resume after the Christmas holidays in January. Treasurer Kristi Koutros and Member Ava Ruuth volunteer to supervise the October FGN. The schedule will be circulated for November volunteers. A reminder is provided regarding set up/clean up duties and that it is the Member's responsibility to coordinate coverage of their shift amongst the other Members should a matter arise.

## **H. New Business**

### **1. Youth Career Fair**

The Members are apprised the annual Youth Career Fair will be held on Thursday, November 7, 2019 in the Auditorium at l'Essor High School. The afternoon of November 6 has also been reserved for set up purposes.

The event has been scheduled from 10:00 am - 6:00 pm this year to accommodate students and parents who wish to attend with their child(ren) and are unable to do so during the daytime.

Invitations are being sent to last year's participating vendors, together with local business sectors and area high schools.

Members are encouraged to share suggestions for participating vendors and well as ideas for this year's event. Promotion of the Youth Career Fair with the Member's respective schools is appreciated.

### **2. 2020 Budget**

The 2019 Budget is reviewed and project initiatives for 2020 is discussed.

The Members concur with maintaining the Youth Advisory budget allocation for 2020.

### **3. Call for Committee Applications**

The Members are advised applications are being received from residents interested in serving on the Town's Committees. Details, together with the applications forms, may be found on the Town's website.

Nominations are also being accepted for the Dr. Henri Breault Community Excellence Award, the Donald "Donny" Massender Memorial Volunteer Award and the Ontario Senior of the Year Award.

The deadline for submission is October 31, 2019.

The Members are encouraged to share the information with persons who may be interested and help promote on the YAC social media.

## **I. Next Meeting**

The next meeting of the Youth Advisory Committee will be held on October 21, 2019.

**J. Adjournment**

**Motion: YAC - 15/19**

Moved By                Treasurer Kristi Koutros

Seconded By            Member Ava Ruuth

**That** there being no further business, the September 16, 2019 meeting of the Youth Advisory Committee now adjourn at 6:03 pm.

Carried

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Brendan Froese, Chair

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Christina Hebert, Manager Committee  
& Community Services



## The Corporation of the Town of Tecumseh

Chief Administrative Officer

**To:** Mayor and Members of Council

**From:** Margaret Misek-Evans, Chief Administrative Officer

**Date to Council:** October 22, 2019

**Report Number:** CAO-2019-08

**Subject:** 20th Anniversary of Amalgamation Project

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### Recommendations

It is recommended:

**That** Report CAO-2019-09 20th Anniversary of Amalgamation Project **be received;**

**And that** a storyboard be created to recognize the 20th Anniversary of the January 1, 1999, amalgamation of the former Township of Sandwich South, Town of Tecumseh and Village of St. Clair Beach, which together now form The Corporation of the Town of Tecumseh as it is today;

**And further that** the funds in the amount of \$4,000 in the 2019 Budget to recognize the 20th Anniversary of the amalgamation, **be carried** forward to the 2020 Budget for the cost of the storyboard design and production.

### Background

January 1, 1999, the three former municipalities of the Township of Sandwich South, Town of Tecumseh and Village of St. Clair Beach, were effectively amalgamated into the 'new' The Corporation of the Town of Tecumseh (Town).

Since that time, efforts have been made to recognize the diverse communities that came to make up the Town as it is today, and its geographical configuration.

During the 2019 Budget Process, Council approved \$4,000 to be used for recognition of the 20th Anniversary of the amalgamation. A desire to acknowledge the anniversary was reiterated at the 2019 Strategic Priorities setting session.

## **Comments**

Administration has reviewed different ways of celebrating the Town's 20th Anniversary and determined that the unique make up of the Town and its history should be highlighted in front of the renovated Town Hall building. This will include a storyboard of the past 20 years, showing elements of the three municipalities that became the Town in 1999.

A public campaign will be launched on the Town's website and social media to encourage residents and businesses to submit information and photographs that could be used as part of the storyboard. Following the close of submissions, Administration will seek out assistance from the Town's Cultural and Arts Advisory, Heritage, Youth Advisory and Senior Advisory Committees, as well as the Sandwich South and Tecumseh Historical Societies to choose the images that will be displayed on the storyboard. Text for the storyboard will be written by the Manager Strategic Initiatives with input from the Committees and Societies as well as the local Indigenous community.

The storyboard will be designed by local artist Scott Hughes who has designed a number of other storyboards for the Town, with final design approved by Council.

The storyboard will be placed outside near an entrance of the renovated Town Hall so visitors can see the storyboard and learn about the history of our community. An image file of the approved storyboard will also be placed on the Town's website and shared out on social media when complete. An official unveiling will be scheduled upon completion of the renovated Town Hall and installation of the storyboard sign.

## **Consultations**

Chief Administrative Officer  
Corporate Services & Clerk  
Parks & Recreation Services  
Financial Services

## **Financial Implications**

Design and manufacture of the sign is expected to cost \$4,000. Additional funds for installation are expected to be minimal and will be covered in the 2021 budget when the cost is expected to be incurred.

The \$4,000 allocated in the 2019 budget will be carried forward into 2020.



## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Lesley Reeves  
Manager Strategic Initiatives

Reviewed by:

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

Reviewed 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

<b>Attachment Number</b>	<b>Attachment Name</b>
None	None



## 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:** October 22, 2019

**Report Number:** CS-2019-27

**Subject:** Charitable Bingo and Gaming Revitalization Initiative

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### Recommendations

It is recommended:

**That** a by-law **be prepared** to authorize the Mayor and the Clerk to execute the Municipality Contribution Agreement with the Ontario Lottery and Gaming Corporation (OLG), as outlined in report CS-2019-27, pertaining to electronic charitable bingo and gaming and to permit Charitable Gaming (cGaming) at the Classic III Bingo Hall in the Town of Tecumseh;

**And that** report CS-2019-27 regarding Charitable Bingo and Gaming Revitalization Initiative, **be approved**.

### Background

Since 2005, Ontario Lottery and Gaming (OLG) has partnered with charities, commercial bingo centre operators, and municipalities on the revitalization of charitable bingo with six (6) pilot electronic bingo sites within Ontario (Charitable Gaming or cGaming).

In 2012, the number of sites was increased to 37. After 31 sites were launched, a moratorium was placed on the remaining six sites.

The remaining six sites are currently now scheduled to open as follows:

- 2 in Toronto (City already approved, launching October and December 2019),
- 2 in Ottawa (City just approved in August, launching in summer of 2020),

- 1 in Windsor (City already approved, launching in spring of 2020), and
- 1 in Tecumseh (subject to Council approval, would launch in spring of 2020)

The Charitable Bingo and Gaming Revitalization Initiative (Initiative) is a collaborative effort between the Ontario Lottery and Gaming Commission (OLG), the Commercial Gaming Association of Ontario (CGAO) and the Ontario Charitable Gaming Association (OCGA) to transform the declining bingo industry.

Charitable Gaming is intended to provide a viable fundraising tool for charities delivering local programs and services. It also offers customers of bingo halls a new entertainment experience in redesigned facilities and introduces electronic versions of traditional charitable gaming products that can be played on touch screens alongside traditional paper products.

The Classic III Bingo Hall (Classic III) in Tecumseh and the Charities of Bingo City have expressed a desire to participate in cGaming and have been selected by the OLG for implementation in 2020.

Council approval is required in order for the Classic III and the Charities of Bingo City to participate in the Initiative.

## Comments

### Regulatory Provisions

Implementation of cGaming will mean a transition in the regulatory framework from Section 207(1)(b) to 207(1)(a) of the Criminal Code for participating halls. Under the current framework (paper bingo), charities are responsible for the conduct and management of the bingo events. Under section 207(1)(a), the conduct and management accountability will belong solely to the OLG, as only the government of a province is permitted to conduct and manage electronic games.

### Roles and Responsibility of Stakeholders

To facilitate this regulatory change, the OLG requires each stakeholder to enter into a standard agreement for the provision of services.

The OLG is responsible under the Criminal Code of Canada to conduct and manage gaming in the Charitable Gaming Sites. The **Ontario Charitable Gaming Association (OCGA)** is a provincial charity body representing all the charities participating in charitable gaming and is under contract with OLG to provide policies, procedures, training and support to charities.

The **Charitable Gaming Centre Association (CGCA)** is an onsite association that represents charities in their local gaming centre. The CGCA operating at the Classic III Bingo Hall is known as the *Charities of Bingo City*.

The **Charitable Gaming Centre Service Provider (CGCSP)**, through a contract with OLG, is to provide a venue for bingo and other gaming. The CGCSP is required to invest a substantial amount of capital to renovate and ready their facility to support the technology and equipment

to be provided by the OLG. The CGCSP in Tecumseh is the *Classic III Bingo Hall* and would be responsible for providing the facility, daily operations, management, site marketing and staffing.

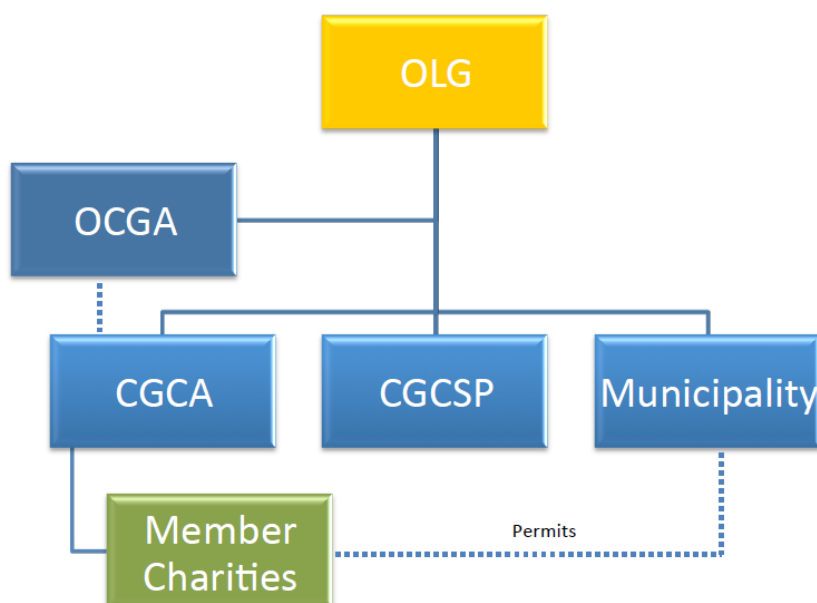
The **Municipality's** role remains relatively the same as under the old model, that is:

- continue to determine eligibility of charities;
- continue to approve and monitor "use of proceeds";
- issue permits instead of licenses to eligible charities;
- ensure monthly reports are received and validate distribution of funds to charities;
- monitor and ensure compliance with the permit requirements; and
- investigate and notify OLG of any breaches of the requirements.

The foregoing role has traditionally been, and continues to be, fulfilled by the Corporate Service & Clerk's Department, given its permit/license issuance responsibilities.

**Charities** will continue to have a visible and meaningful role with significantly reduced administrative reporting responsibilities and will have no responsibility or liability for cash handling during games. Charities will also no longer be responsible for paying licence fees. They will provide volunteers for promoting how the funds will benefit the community; support customer service; and organize and participate in charity events. In return, they receive a share of the proceeds each month.

The Table below illustrates the partnership structure:



Per the agreement with OLG, all sites focus on responsible gambling with “Play Smart” information kiosks and trained staff and volunteers that are knowledgeable about responsible gambling and the Play Smart program.

### **Financial Commission Model**

Currently, the Town receives a set fee of \$165 (3% of the prize board) for each bingo event.

The following fees have been received from Bingo lottery licenses over the last five years. The fluctuation in fees from year to year is due to additional special events being added in a year, or events that have been cancelled due to inclement weather and the fee was reimbursed:

2016 \$178,950

2017 \$180,896

2018 \$185,295

2019 \$175,130

As earlier indicated, Classic III has expressed interest in implementing the cGaming model of operations. Under this model, the Town would issue permits but would not be allowed to charge a fee for those permits. Instead, the Town would receive quarterly electronic payments from the OLG in the amount of 2.79% of the net gaming wins, as opposed to the current fee paid in each licensing trimester.

Per the cGaming agreement with OLG, the following Charitable Games are permitted to be offered at Charitable Gaming Sites, pursuant to Ontario Regulation 81/12 made under the *Ontario Lottery and Gaming Corporation Act, 1999*:

- session play paper bingo games;
- session play electronic bingo games;
- paper break-open ticket lottery games;
- electronic break-open ticket dispensers (e.g. Tap Tix);
- personal play electronic bingo;
- personal play electronic break-open tickets;
- personal play electronic instant games; and,
- electronic shutterboard games.

Classic III notified the Town of their interest to participate in this Initiative, with an estimated implementation date in the spring of 2020.

Based on the experience from other cGaming Sites, net revenues for the bingo hall are expected to increase slightly with the introduction of a broader range of products.

The payment from the OLG to the Town, however, may initially decrease slightly due to the change in the formula, and then increase over the next few years as net win revenue is expected to increase with this new operating model.

### **Agreement with OLG**

A copy of the standard form of Charitable Gaming Centre Municipality Agreement, which the Town will need to sign if Council approves cGaming, is attached as Appendix 1. The agreement is for the period ending March 31, 2029, with an option to extend for an additional five (5) years. This is a standard agreement that has been signed by 36 of the 37 municipalities as part of this overall initiative.

### **Consultations**

Financial Services  
Stockwoods LLP

### **Financial Implications**

Municipalities that were early adopters of this initiative saw a reduction in revenue after the change to a percentage of net gaming wins. However, over the years, their revenues have increased due to an increase in the number of events and new products introduced.

The difference, if any, in the fees collected by the Town from bingo lottery licenses under the current model, from the payment that would be received from the OLG based on the net gaming wins, cannot be quantified as the net wins are unknown.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐



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

Prepared by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Charitable Gaming Centre Municipality Agreement

## CHARITABLE GAMING CENTRE MUNICIPALITY AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012

B E T W E E N:

**ONTARIO LOTTERY AND GAMING CORPORATION**, a statutory corporation established under the *Ontario Lottery and Gaming Corporation Act, 1999*, with an office located at 4120 Yonge Street, Suite 500, Toronto, Ontario, M2P 2B8

(hereinafter referred to as “OLG”)

**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE CITY OF [INSERT HOST MUNICIPALITY]**, with its administrative office located at [INSERT DETAIL]

(hereinafter referred to as the “Municipality”)

**OF THE SECOND PART**

WHEREAS OLG has the authority to conduct and manage lottery schemes on behalf of the government of Her Majesty in right of Ontario pursuant to Section 207(1)(a) of the *Criminal Code* (Canada) and in accordance with the *Ontario Lottery and Gaming Corporation Act, 1999* (Ontario) and to enter into agreements with third parties regarding any lottery schemes conducted or managed by OLG on behalf of the Province.

In consideration of the respective agreements, representations, warranties and indemnities herein contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto) the parties agree as follows:

### 1. DEFINITIONS

As used herein, the following terms shall have the respective meanings indicated below:

- (a) **“Bona Fide Member”** means a member, 18 years of age or over, in good standing of a Permittee and who has other activities, beyond participating in lottery events, within the Permittee organization and, for greater certainty, excludes a member of convenience;
- (b) **“Cash Equivalents”** means a tender or right that is convertible into cash, including gaming tokens and vouchers, but excluding Promotional Play;

- (c) **“Cash Equivalents Credits”** means the Cash Equivalents Receipts received in respect of Cash Equivalents that remain unplayed at the end of any business operating day;
- (d) **“Cash Equivalents Receipts”** means the aggregate amount of all cash actually collected or otherwise received from Players and other customers for the purchase of Cash Equivalents that may be used to play or for the opportunity to play any Charitable Game in the Charitable Gaming Centre;
- (e) **“Charity Assignment”**, means a predetermined allotment of time when individual charities are scheduled and are required to provide volunteer resources to execute roles and responsibilities as required under the policies and standards as prescribed by OLG in return for a share of the charities proceeds.
- (f) **“Charitable Gaming Centres”** means the lands and buildings, or area in the lands and buildings, located at the addresses in the Municipality set out in, and more particularly described in, Schedule B hereto (regardless of whether or not any of the words “charitable”, “bingo”, “centre” or “hall” forms part of its name);
- (g) **“Charitable Gaming Centre Association”** or **“CGCA”** means, with respect to the Charitable Gaming Centres, an association formed by Permittees that, prior to the commencement of this Agreement, conducted regular bingo lottery events under the *Gaming Control Act, 1992* within the Charitable Gaming Centres, provided that OLG shall not be required to recognize more than one such CGCA in respect of each Charitable Gaming Centre.
- (h) **“Charitable Gaming Centre Service Provider”** or **“CGCSP”** means the service provider who has entered into a Charitable Gaming Centre Service Provider Agreement with OLG to provide operational services in a Charitable Gaming Centre;
- (i) **“Charitable Games”** or **“Charitable Gaming”** means paper and electronic lottery schemes of a social charitable nature, conducted and managed by OLG, tested and approved by AGCO and set out in Schedule A, but excluding OLG Lottery Games;
- (j) **“Charitable Organization”** means a charity or non-profit organization that meets the Permit Requirements and participates in assignments in a Charitable Gaming Centre;
- (k) **“Eligible Charity”** means a charitable organization which: (1) as of the day immediately preceding the Start Date, held a valid, unsuspended licence, issued by the Registrar of Alcohol and Gaming based on an authorization issued by the Municipality, to conduct and manage a charitable gaming lottery event at a Charitable Gaming Centre; or (2) had held such a valid, unsuspended licence for a period wholly within the preceding 12 month period preceding the Start Date or held a Permit under the existing OLG initiative;
- (l) **“Expired Cash Equivalents Liability Amount”** means the Cash Equivalents Credits in respect of those Cash Equivalents that expired in accordance with the Rules and

Regulations without such Cash Equivalents having been (i) redeemed by Players or other customers to play any Charitable Game at the Charitable Gaming Centre, or (ii) returned or cancelled for reimbursement to Players or other customers;

(m) **“Expired Cash Equivalents Liability Amount”** means the Cash Equivalents Credits in respect of those Cash Equivalents that expired in accordance with the Rules and Regulations without such Cash Equivalents having been (i) redeemed by Players or other customers to play any Charitable Game at the Charitable Gaming Centre, or (ii) returned or cancelled for reimbursement to Players or other customers;

(n) **“Net Gaming Win”** means, for a specific period, Gaming Revenue, plus the Promotional Play Amount for such period, less:

(i) the aggregate amount of all paid Winnings; and

(ii) the aggregate amount of all cash and Cash Equivalents collected or otherwise received from Players and other customers and validly accrued in respect of the funding of progressive jackpot Charitable Games at a Charitable Gaming Centre, less the aggregate amount of all Winnings previously accrued from progressive jackpot Charitable Games at such Charitable Gaming Centre;

(o) **“OLG Lottery Game”** means any ticket lottery game conducted and managed by OLG now or in the future (other than a Charitable Game) and commonly referred to by OLG as a lottery game;

**“Participation Requirements”** means such requirements and criteria that a charitable organization must meet and maintain (including those relating to use of proceeds) as OLG may from time to time prescribe;

(p) **“Permit”** means a permit governed by the Permit Requirements set out in Appendix 1 hereto and supplied by the Municipality to an Eligible Charity which is receiving the permit on behalf of OLG, confirming that that Eligible Charity meets the Participation Requirements in respect of the Permit Period;

(q) **“Permit Application Form”** means the form annexed hereto as Appendix 2;

(r) **“Permittee”** means, with respect to any CGCA, a charitable organization which holds a valid Permit from the applicable Permitting Authority;

(s) **“Permitting Authority”** means the Municipality;

(t) **“Permit Period”** means the twelve (12)-month period commencing on the Start Date (or such shorter Permit Period as OLG may allow or that past practices for a given eligible charity may dictate) but in no event a period that extends beyond twelve (12) months after the Start Date,

subject to the discretion of the Permitting Authority;

(u) “**prescribe**”, “**prescribes**” or “**prescribed**” means specified, designated or approved in writing by OLG from time to time

(v) “**Registrar of Alcohol, Gaming and Racing**” means the Registrar of Alcohol, Gaming and Racing established under the *Alcohol and Gaming Regulation and Public Protection Act*, 1996 (Ontario) and includes such Deputy Registrars to whom the Registrar has delegated certain authority;

(w) “**Quarterly Amount**” has the meaning ascribed to it in Section 4 hereof;

(x) “**Start Date**” means, with respect to the Charitable Gaming Centre, such date as the CGCSP shall determine for the opening of the Charitable Gaming Centre to the general public and the operation of the Charitable Games therein. OLG shall provide the Municipality with written notification of the Start Date;

(y) “**Term**” means the period of time referred to and described in Section 2 hereof;

.

## 2. **Term**

(a) The initial term of this Agreement (the “**Initial Term**”) will commence on the Start Date and will continue until March 31, 2029, unless earlier terminated in accordance with the provisions of this Agreement.

(b) OLG shall have one option, exercisable in its sole discretion, to extend the Initial Term for an additional consecutive term of five years (the “**Extended Term**”, and together with the Initial Term, the “**Term**”) by providing to the Municipality written notice of the exercise of such extension option not later 60 days prior to the end of the initial term. All of the same terms and conditions of this Agreement will apply during the Extended Term.

(c) Notwithstanding Section 2(a) above, OLG may, at its option, terminate this Agreement if the Municipality fails to perform or observe any term, covenant or agreement contained herein; provided that OLG shall first provide written notice of its intent to terminate, and termination shall be effective only if the Municipality fails to remedy such failure to perform within thirty (30) days of receipt of notice.

(d) Notwithstanding Sections 2(a) and (b) , OLG may, at its option, terminate this Agreement for convenience by providing the Municipality with ninety (90) days’ written notice of termination.

### 3. **Financial Calculations**

OLG shall calculate the Net Gaming Win on a calendar quarter basis.

### 4. **Payment**

In consideration for the Municipality's role, OLG shall, in accordance with the procedures set out herein, pay to the Municipality, in respect of each calendar quarter an amount (the "**Quarterly Amount**") equal to the amount calculated in accordance with Schedule B, and such payment is inclusive of any applicable taxes payable by OLG. Within twenty-one (21) days of the end of each calendar quarter, OLG shall pay to the Municipality the Quarterly Amount in respect of such quarter.

### 5. **Municipality's Role**

The Municipality shall act as the Permitting Authority and shall supply Permits to the Eligible Charities to receive the Permits on behalf of OLG.

The service of supplying the Permits includes the Municipality's performance of the following:

- (a) reviewing and processing the Permit Application Form submitted to the Municipality by each Eligible Charity within the time limits prescribed by OLG;
- (b) notifying OLG in writing, no less than thirty (30) days prior to the Start Date, of the identity of any Eligible Charity that has not submitted a Permit Application Form to the Municipality;
- (c) notifying OLG in writing, no less than twenty (20) days prior to the Start Date of the identity of any Eligible Charity to whom the Municipality has not supplied a Permit;
- (d) where an Eligible Charity has submitted a properly completed Permit Application Form to the Municipality, the supply of a Permit in accordance with the provisions of paragraph (f) below to that Eligible Charity within twenty (20) days of receipt of Permit Application Form;
- (e) supplying Permits only in the form annexed hereto as Appendix 1;
- (f) when considering the issuance of new Permits or the renewal of Permits on or after the Start Date, the Municipality shall consider factors such as the number of bingo authorizations already issued, the Eligible Charity's financial need and community benefit, remaining consistent with the Participation Requirements;
- (g) monitoring each Permittee's compliance with the Permit Requirements set out in Appendix 1 annexed hereto and investigating any breaches of the Permit Requirements set out in Appendix 1;

(h) monitoring the CGCA's compliance with the distribution requirements of issued Permits by:

(i) ensuring monthly reports are received from the CGCA that certify members of the CGCA have acted in compliance with such distribution requirements; (ii) ensuring the CGCA has pooled and distributed funds electronically as set out in the respective Permits; (iii) reviewing CGCA Distribution reports (Appendix 3) submitted to the Municipality to ensure that the Permittees have received their share of Charitable Gaming proceeds only where they have a valid Permit and have fulfilled attendance requirements; (iv) upon request, ensuring Bona Fide Member attendance reports are received from CGCA and Bona Fide Member lists are received from CGCA; (v) validating that the Permittees have met attendance requirements including, at the Municipality's discretion, by conducting periodic checks and verifying that attendance reports submitted by CGCSP's match Bona Fide Member lists submitted by the CGCA (Sample attached as Appendix 5); (vi) notifying OLG as quickly as practicable (and, in any event, no less frequently than once per year) of the CGCA where it has not fulfilled, or is not fulfilling, the above requirements;

(i) not imposing any other requirements, terms or conditions on any Permittee, other than the Permit Requirements set out in Appendix 1, or as set out below:

The Municipality may place any or all of the following conditions on a Permit: (i) conditions transcribing the approved eligible use for the proceeds from the application form in line with the Participation Requirements; (ii) a requirement to provide the financial reports referred to in Appendix 4 on a monthly basis; (iii) other additional conditions which may be necessary and have received prior approval by OLG (including the conditions set out in the Participation Requirements);

(j) no later than sixty (60) days following the Start Date, refunding to each Eligible Charity any fees paid by it to the Municipality in respect of the unexpired term (pro-rated to the Start Date) of any licence issued by the Registrar of Alcohol, Gaming and Racing based on an authorization issued by the Municipality to the Eligible Charity to conduct and manage a bingo lottery event at the Charitable Gaming Centre;

(k) no later than the Start Date, retrieving from each Eligible Charity, and cancelling, the authorization referred to in subsection (j);

(l) not supplying any Permit to any person or organization that is not an Eligible Charity; for greater certainty, if an Eligible Charity is under investigation by the Municipality or the AGCO as of the day immediately preceding the Start Date, then the Municipality shall: (i) ensure that the Permit supplied to such Eligible Charity is conditional upon the outcome of such investigation; and (ii) inform OLG of the outcome of such investigation as soon as practicable after it has been completed;

(m) not supplying any more concurrently valid permits than the total number of eligible charities that held a valid licence or Permit as of the day immediately preceding the Start Date or as

OLG may specify;

- (n) in the event that the number of eligible charities that have been supplied with permits by the Municipality as of the Start Date decreases, the Municipality may supply additional permits (up to the maximum allowable number of permits) to applying charitable organizations that meet the Participation Requirements;
- (o) not issuing to any person or organization any authorization to conduct and manage a bingo lottery event at the Charitable Gaming Centre during the Permit Period;
- (p) ensuring charity compliance through the following mechanism:
  - (i) notifying OLG as soon as practicable after the Municipality becomes aware that an Eligible Charity has contravened, or is about to contravene, any of the Participation Requirements or Permit Requirements;
  - (ii) cancelling, suspending, revoking or terminating a charity's Permit where it fails to meet the requirements of that Permit and subject to the following conditions:
    - (1) the Municipality has first investigated the alleged contravention and has, in good faith, attempted to resolve any issues with the charity and the corresponding CGCA (or any agent acting on their behalf); (2) the Municipality immediately (within two (2) working days) of cancelling, suspending, revoking or terminating a charity's Permit, has informed OLG, indicating the charity involved and why the Permit was cancelled, revoked, terminated or suspended; (3) OLG reserves the right to reverse, in whole or in part, any decision made by the Municipality with respect to the cancellation, revocation, termination or suspension of any Permit;
  - (iii) cancelling, revoking, terminating or suspending a Permit immediately upon OLG's direction to the Municipality to that effect;
  - (iv) forwarding to OLG any suggestions or possible improvements to the enforcement process for discussion;
  - (v) informing the CGCA of the situation in order to ensure good communication.
- (q) for the purposes of supporting the Charitable Gaming Program objectives of supporting and encouraging innovation and encouraging cooperation among Charitable Gaming stakeholders, sharing with OLG any possible improvements, innovations, best practices or issues of potential benefit or interest;
- (r) maintaining books and records consisting of Permit applications, copies of Permits, the CGCA's monthly reports, each Permittee's report in accordance with Appendix 4 hereto and the Municipality's investigation notes, recommendations and reports pursuant to this Agreement, and causing such books and records to be made available to OLG;
- (s) monitoring each Eligible Charity's use of proceeds from the Charitable Games, and, within thirty (30) days of the receipt of the financial report annexed hereto as Appendix 4, furnishing to OLG a written report with respect thereto, such report to be in such format as



may be prescribed by OLG (but, in any event, listing each Eligible Charity's name and, beside each name, the Municipality's confirmation that there have been no breaches of the Participation Requirements by the Eligible Charity revealed by the Municipality during the reporting period);

- (t) if requested by OLG, providing to OLG such copies of any Permit Application Form and other materials submitted by an Eligible Charity in connection with such Permit Application Form; and
- (u) for greater certainty, not charging any fees (including administrative fees) for any of the foregoing.

## **6. Representations and Warranties**

The Municipality hereby covenants, represents and warrants as follows and acknowledges that OLG is relying thereon in connection with entering into this Agreement:

- (a) that it has the right and capacity to enter into this Agreement and to perform its obligations hereunder;
- (b) that each Eligible Charity meets at the time of issuing the Permit, and is expected by the Municipality to continue meeting, the Participation Requirements; and
- (c) that, in addition to subsection (b), prior to the Start Date, the Municipality, in previously having decided to issue an authorization to the Eligible Charity to conduct and manage a bingo lottery event at the Charitable Gaming Centre, took into account factors such as the number of authorizations already issued, the Eligible Charity's financial need and community benefit, remaining consistent with the Participation Requirements.

## **7. Further Assurances**

The parties agree to do, or cause to be done, all acts or things and execute all such further documents as may be necessary to implement and carry into effect this Agreement to its full extent.

## **8. No Liability of OLG**

The Municipality acknowledges that OLG and any provincial agency, ministry or crown corporation shall not be liable to the Municipality for any loss, direct, indirect or consequential damages or injury relating to the operation of the Charitable Games or the Charitable Gaming Centres, including but not limited to loss of fees resulting from the operation or malfunction of equipment.

## **9. Notice**

- (a) Any notice permitted or required to be given by OLG to the Municipality may be given by posting the same by prepaid registered mail; by personal delivery to the Municipality; or by telefax addressed to the Municipality at the address appearing in this Agreement. Any notice permitted or required to be given by the Municipality to OLG may be given by delivering and leaving the same in an envelope addressed to OLG to the attention of the Vice-President, Charitable Gaming at the address appearing in this Agreement or by posting the same by prepaid registered mail addressed to OLG to the attention of the Vice-President, Charitable Gaming, at the address appearing in this Agreement or by email to rgray@olg.ca. OLG may designate in writing, by notice given in the aforesaid manner, that notices to OLG be given at such other address, to the attention of such other person or office and/or to another email address, as OLG may specify in such notice. Any notice delivered to the Municipality or at the address of OLG appearing in this Agreement shall be deemed to have been received at the time of so delivering and leaving the notice. Except during periods of a postal strike or of a general interruption of postal services, any notice given by prepaid registered mail shall be deemed to have been received on the second business day following posting of the same.
- (b) Except as provided in Section (a) above 1, any other communication or delivery (including reports and other routine communications) required or permitted to be given or provided by the Municipality under this Agreement or the OLG Policies will be in writing and will be delivered by such means and addressed to such person or persons as OLG may, acting reasonably, prescribe in writing to the Municipality from time to time (which means may include delivery by personal delivery, email, courier, registered mail, the use of data sites or secure file transfer protocols, or other means of electronic communication or collaboration software), or, failing which prescription by OLG, the provisions of Section 9(a) will apply in respect thereof.

## **10. Relationship of Parties**

The Municipality acknowledges that the Municipality is not an employee, agent or representative, joint venturer, or partner of OLG, and the Municipality shall not represent itself to others as being authorized to assume, incur or create any obligation of any kind (express or implied) on behalf of (or in the name of) OLG or any other provincial agency, ministry or crown corporation, or purport to bind OLG or any other provincial agency, ministry or crown corporation in any respect.

## **11. Severability**

If any covenant or term hereof or the application thereof to any person, or in any circumstance, to any extent is held invalid or unenforceable, the remainder of this Agreement or the application of the term, covenant or condition to any person or circumstance, other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law, except that if on the

reasonable construction of this Agreement as a whole, the applicability of the other provisions presumes the validity and enforceability of the particular provision, the other provisions will be deemed also to be invalid or unenforceable.

**12. Governing Law**

This Agreement shall be interpreted and the rights of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of such Province.

**13. Time**

Time shall in all respects be of the essence of this Agreement. The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.

**14. Counterparts**

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

**15. Disclosure**

The parties acknowledge that OLG is a Crown Agency and that it is subject to the *Freedom of Information and Protection of Privacy Act*, and that the Municipality is subject to the *Municipal Freedom of Information and Protection of Privacy Act*, and that, as a result, either party may be required to observe certain obligations with respect to the disclosure or non-disclosure of information, whether to government agencies or ministries or otherwise.

**16. Waiver**

No waiver or any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any provision hereof and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**17. Modifications**

If the parties shall deem it necessary or expedient to make any alteration in or addition to this Agreement, they may do so by a written agreement between them which shall be supplemental hereto and form part hereof.

**18. Assignment**

No transfer, sale or assignment by the Municipality of this Agreement or the Municipality's

rights hereunder is valid without the prior written consent of OLG, which consent shall not be unreasonably withheld. This Agreement shall enure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

**ONTARIO LOTTERY AND GAMING CORPORATION**

per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the Corporation

per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the Corporation

**THE CORPORATION OF THE CITY OF [insert municipality]**

per: \_\_\_\_\_

1. Name: \_\_\_\_\_

Title: \_\_\_\_\_

per: \_\_\_\_\_

2. Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Schedule A**

### **Charitable Games**

For the purposes of this Agreement, Charitable Games are lottery schemes that are permitted to be offered at Charitable Gaming Sites pursuant to Ontario Regulation 81/12 made under the *Ontario Lottery and Gaming Corporation Act, 1999*, including the following:

- session play paper bingo games
- session play electronic bingo games
- paper break-open ticket lottery games
- electronic break-open ticket dispensers
- personal play electronic bingo
- personal play electronic break-open tickets
- personal play electronic instant games
- electronic shutterboard games

For greater certainty, the Charitable Games do not include OLG Lottery Games

## **Schedule B**

### **Name and Address of the Charitable Gaming Centre:**

[INSERT NAME AND ADDRESS OF CHARITABLE GAMING CENTRE(S)]

### **Quarterly Amount Payable to Municipality:**

Three (2.79) % of unaudited Net Gaming Win at the above-listed Charitable Gaming Centre (s),  
subject to OLG adjustments.



## 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:** October 22, 2019

**Report Number:** CS-2019-34

**Subject:** Liability and Insurance Costs Reforms

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### Recommendations

It is recommended:

**That** the Association of Municipalities of Ontario's (AMO) report titled "*Towards a Reasonable Balance: Addressing growing municipal liability and insurance costs*" and seven key recommendations submitted to the Attorney General of Ontario on October 1, 2019, **be supported;**

**And that** this resolution be sent to the Ministry of the Attorney General and a copy sent to AMO, AMCTO, the local MPPs and area municipalities;

**And further that** Report CS-2019-34 regarding Liability and Insurance Cost Reforms, **be received.**

### Background

Under the *Negligence Act*, joint and several liability (JSL) dictates that damages may be recovered from any of the defendants regardless of their individual share of the liability. The joint and several liability rule obliges a defendant who is only 1% at fault to pay a plaintiff's entire judgment (100%) if the other defendant(s) lack the resources to pay their share. Even a finding of minimal liability (1%) can result in millions of dollars in damage awards, especially in cases where other liable parties do not have sufficient assets and/or lack adequate insurance coverage.

In some instances, municipalities are targeted deliberately as they are seen to be a "deep pocket" defendant.

The effects of joint and several liability on municipalities are noticeable in several areas including claims related to motor vehicle accidents, road safety, building inspections, and facility and event safety.

Joint and several liability has resulted in steadily increasing costs for municipalities, well out of proportion to actual responsibility. The costs imposed against a municipality are not only the final judgment or settlement but also include the legal defence costs, investigation and staff time and, ultimately, the increase in municipal insurance premiums.

The presence of joint and several liability has led some municipalities to withdraw services to limit liability exposure, which is in contrast with the future and community vision of the municipality. Municipalities exist to connect people to their community and the social and recreational opportunities that advance the development of a community. If the situation is allowed to continue inevitably so will the scaling back of services provided to citizens in an effort to limit liability exposures and the duty of care as well as insurance costs. Staff see the impact when non-mandated activities of the Town and its various committees must be scrutinized carefully to see if they add a lot of potential risk to the Town due to the possibility of the lack of other insured defendants in the event of a claim. Staff also see the need to become stricter about adding other entities to Town insurance as it increases the chances of being held responsible for a lawsuit when there is limited control over the activity (i.e. community groups, fundraising groups, historical societies etc.) There is also the growing need to make sure individuals or organizations that the Town partners with or that use Town facilities for events are properly insured. All such examples are steps that the Town is forced to take to combat the impact of joint and several liability.

In July of this year, the Attorney General of Ontario, The Honourable Doug Downey, invited participation in the government's consultations regarding joint and several liability, insurance costs, and the 'liability chill' affecting the delivery of everyday public services.

## Comments

On October 1, 2019, AMO submitted its report titled "*Towards a Reasonable Balance: Addressing growing municipal liability and insurance costs*" to the Attorney General of Ontario (Attorney General) in response to the invitation to participate in the consultation on joint and several liability (Report).

In the Report, AMO reasserts key issues from its 2010 paper and 2011 insurance cost survey, provides more recent examples, and details some possible solutions.

AMO highlights in the Report, the inequity of how much "deep pocket" defendants like municipalities are forced to pay, for both in and out of court settlements and that Municipal Governments cannot afford to be the insurer of last resort.

Joint and several liability means higher insurance costs. It diverts property tax dollars from delivering public services. It has transformed municipalities into litigation targets while others escape responsibility. It forces Municipal Government to settle out-of-court for excessive amounts when responsibility is as low as 1%.



According to a statement, “A 2011 survey conducted by AMO reveals that since 2007, liability premiums have increased by 22.2% and are among the fastest growing municipal costs. Total 2011 Ontario municipal insurance costs were \$155.2 million. Liability premiums made up the majority of these expenses at \$85.5 million. Property taxpayers are paying this price.”

Joint and several liability ensures that plaintiffs are not left empty handed in the event of an injury or loss. By seeking reform to the current legislation, it is not the intent to see that injured parties be denied justice or damages through the courts, but rather some form of proportionate liability to address how much “deep pocket” defendants like municipalities are paying for both in and out of court settlements.

To that end, AMO recommends the following seven key recommendations on actions which the Provincial Government could take to reduce the negative impact of joint and several liability:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

The Attorney General has agreed to accept Municipal resolutions endorsing the Report and its recommendations, up until November 1, 2019.

In a letter dated October 2, 2019 to the Attorney General, the Association of Municipal Managers, Clerks & Treasurers of Ontario (AMCTO) delivered its support for AMO’s report and recommendations which are in line with the kinds of reforms that AMCTO has previously endorsed, particularly moving to a form of proportionate liability and finding ways to reduce municipal insurance costs.

AMO recommendations support finding a balance between making whole those who suffer losses and ensuring municipalities do not bear a disproportionate share of doing so.

The Town also participated in the consultation offered by the Attorney General. The Attorney General asked to hear from municipalities on their direct experiences. Attached is a copy of the submission provided to the Attorney General on September 27, 2019, outlining the questions put to municipalities to gain a better understanding of their experience with JSL and how the 'liability chill' has affected services offered to their community.

## Consultations

Financial Services  
AMCTO

## Financial Implications

There is no financial impact directly associated with this report.

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	AMO Report " <i>Towards a Reasonable Balance: Addressing Growing Municipal Liability and insurance costs</i> " dated October 1, 2019
2	Attorney General Consultation Regarding Joint and Several Liability and attachments thereto dated September 27, 2019

# Towards a Reasonable Balance:

Addressing growing municipal liability and insurance costs

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Submission to the Attorney General of Ontario

October 1, 2019

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Sent via email to: [doug.downeyco@pc.ola.org](mailto:doug.downeyco@pc.ola.org)  
[magpolicy@ontario.ca](mailto:magpolicy@ontario.ca)

October 1, 2019

The Honourable Doug Downey  
Attorney General of Ontario  
McMurtry-Scott Building, 11th Floor  
720 Bay Street  
Toronto, Ontario  
M7A 2S9

Dear Attorney General Downey,

Municipal governments accept the responsibility to pay their fair share of a loss. Always. Making it right and paying a fair share are the cornerstones of our legal system. Citizens expect nothing less of their local governments.

But what is a challenge for municipalities and property taxpayers alike, is being asked to assume someone else's responsibility for someone else's mistake. Municipal governments should not be the insurer of last resort. For municipalities in Ontario, however, the principle of joint and several liability ensures that they are just that.

Joint and several liability means higher insurance costs. It diverts property tax dollars from delivering public services. It has transformed municipalities into litigation targets while others escape responsibility. It forces municipal government to settle out-of-court for excessive amounts when responsibility is as low as 1%.

There must be a better way. There must be a better way to help ensure those who suffer losses are made whole again without asking municipalities to bear that burden alone. There must be a better way to be fair, reasonable, and responsible.

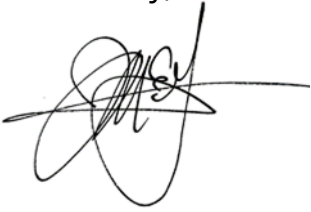
AMO welcomes the government's commitment to review joint and several liability. It is a complex issue that has many dimensions. Issues of fairness, legal principles, "liability chill", insurance failures and high insurance costs are all intertwined. Many other jurisdictions have offered additional protection for municipalities and AMO calls on the Ontario government to do the same.

What follows is a starting point for that discussion. Our paper reasserts key issues from AMO's 2010 paper, AMO's 2011 insurance cost survey, provides more recent examples, and details some possible solutions of which there are many options.

Municipalities are in the business of delivering public services. Municipal governments exist to connect people and to advance the development of a community. It is time to find a reasonable balance to prevent the further scaling back of public services owing to joint and several liability, "liability chill", or excessive insurance costs.

Together with the provincial government, I am confident we can find a better way.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. McGarvey', with a long horizontal stroke extending to the right.

Jamie McGarvey  
AMO President

## Executive Summary

AMO's advocacy efforts on joint and several liability in no way intends for aggrieved parties to be denied justice or damages through the courts. Rather, municipal governments seek to highlight the inequity of how much "deep pocket" defendants like municipalities are forced to pay, for both in and out of court settlements.

It is entirely unfair to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimal fault or to assume responsibility for someone else's mistake.

Municipal governments cannot afford to be the insurer of last resort. The principle of joint and several liability is costing municipalities and taxpayers dearly, in the form of rising insurance premiums, service reductions and fewer choices. The *Negligence Act* was never intended to place the burden of insurer of last resort on municipalities.

As public organizations with taxation power and "deep pockets," municipalities have become focal points for litigation when other defendants do not have the means to pay. At the same time, catastrophic claim awards in Ontario have increased considerably. In part, joint and several liability is fueling exorbitant increases in municipal insurance premiums.

The heavy insurance burden and legal environment is unsustainable for Ontario's communities. Despite enormous improvements to safety, including new standards for playgrounds, pool safety, and better risk management practices, municipal insurance premiums and liability claims continue to increase. All municipalities have risk management policies to one degree or another and most large municipalities now employ risk managers precisely to increase health and safety and limit liability exposure in the design of facilities, programs, and insurance coverage. Liability is a top of mind consideration for all municipal councils.

Joint and several liability is problematic not only because of the disproportioned burden on municipalities that are awarded by courts. It is also the immeasurable impact of propelling municipalities to settle out of court to avoid protracted and expensive litigation for amounts that may be excessive, or certainly represent a greater percentage than their degree of fault.

Various forms of proportionate liability have now been enacted by all of Ontario's competing Great Lakes states. In total, 38 other states south of the border have adopted proportionate liability in specific circumstances to the benefit of municipalities. Many common law jurisdictions around the world have adopted legal reforms to limit the exposure and restore balance. With other Commonwealth jurisdictions and the majority of state governments in the United States having modified the rule of joint and several liability in favour of some form of proportionate liability, it is time for Ontario to consider various options.

There is precedence in Ontario for joint and several liability reform. The car leasing lobby highlighted a particularly expensive court award made in November of 2004 against a car leasing company by the victim of a drunk driver. The August 1997 accident occurred when the car skidded off a county road near Peterborough, Ontario. It exposed the inequity of joint and several liability for car leasing companies. The leasing companies argued to the government that the settlement had put them at a competitive disadvantage to lenders. They also warned that such liability conditions would likely drive some leasing and rental companies to reduce their business in Ontario. As a result, Bill 18 amended the *Compulsory Automobile Insurance Act*, the *Highway Traffic*



*Act* and the Ontario *Insurance Act* to make renters and lessees vicariously liable for the negligence of automobile drivers and capped the maximum liability of owners of rental and leased cars at \$1 million. While Bill 18 has eliminated the owners of leased and rented cars as “deep pocket” defendants, no such restrictions have been enacted to assist municipalities.

A 2011 survey conducted by AMO reveals that since 2007, liability premiums have increased by 22.2% and are among the fastest growing municipal costs. Total 2011 Ontario municipal insurance costs were \$155.2 million. Liability premiums made up the majority of these expenses at \$85.5 million. Property taxpayers are paying this price.

These trends are continuing. In August of 2019, it was reported the Town of Bradford West Gwillimbury faces a 59% insurance cost increase for 2019. This is just one example. AMO encourages the municipal insurance industry to provide the government with more recent data and trends to support the industry’s own arguments regarding the impact joint and several has on premiums.

Insurance costs disproportionately affect small municipalities. For 2011, the per capita insurance costs for communities with populations under 10,000 were \$37.56. By comparison, per capita costs in large communities with populations over 75,000 were \$7.71. Property taxpayers in one northern community are spending more on insurance than their library. In one southern county, for every \$2 spent on snowplowing roads, another \$1 is spent on insurance.

In 2016, the Ontario Municipal Insurance Exchange (OMEX), a not-for-profit insurer, announced that it was suspending reciprocal underwriting operations. The organization cited, a “low pricing environment, combined with the impact of joint and several liability on municipal claim settlements” as reasons for the decision. Fewer choices fuels premium increases.

Learning from other jurisdictions is important for Ontario. The Province of Saskatchewan has implemented liability reforms to support its municipalities. As a municipal lawyer at the time, Neil Robertson, QC was instrumental in laying out the arguments in support of these changes. Now a Justice of the Court of Queen’s Bench for Saskatchewan, AMO was pleased to have Neil Robertson prepare a paper and address AMO conference delegates in 2013. Much of the Saskatchewan municipal experience (which led to reforms) is applicable to the Ontario and the Canadian municipal context. Summarised below and throughout this paper are some of Robertson’s key findings.

Robertson found that, regardless of the cause, over the years municipalities in Canada have experienced an accelerating rate of litigation and an increase in amounts of damage awards. He noted these developments challenge municipalities and raise financial, operational and policy issues in the provision of public services.

Robertson describes the current Canadian legal climate as having placed municipalities in the role of involuntary insurer. Courts have assigned municipal liability where liability was traditionally denied and apportioned fault to municipal defendants out of proportion to municipal involvement in the actual wrong.

This increased exposure to liability has had serious ramifications for municipalities, both as a deterrent to providing public services which may give rise to claims and in raising the cost and reducing the availability of insurance. The cost of claims has caused insurers to reconsider not only

what to charge for premiums, but whether to continue offering insurance coverage to municipal clients.

Robertson also makes the key point that it is reasonable for municipal leaders to seek appropriate statutory protections. He wrote:

“Since municipalities exist to improve the quality of life for their citizens, the possibility of causing harm to those same citizens is contrary to its fundamental mission. Careful management and wise stewardship of public resources by municipal leaders will reduce the likelihood of such harm, including adherence to good risk management practices in municipal operations. But wise stewardship also involves avoiding the risk of unwarranted costs arising from inevitable claims.”

And, of course, a key consideration is the reality that insurance premiums, self-insurance costs, and legal fees divert municipal funds from other essential municipal services and responsibilities.

It is in this context that AMO appreciated the commitments made by the Premier and the Attorney General to review the principle of joint and several liability, the impact it has on insurance costs, and the influence “liability chill” has on the delivery of public services. Now is the time to deliver provincial public policy solutions which address these issues.

## Recommendations

AMO recommends the following measures to address these issues:

1. The provincial government adopt a model of full proportionate liability to replace joint and several liability.
2. Implement enhancements to the existing limitations period including the continued applicability of the existing 10-day rule on slip and fall cases given recent judicial interpretations, and whether a 1-year limitation period may be beneficial.
3. Implement a cap for economic loss awards.
4. Increase the catastrophic impairment default benefit limit to \$2 million and increase the third-party liability coverage to \$2 million in government regulated automobile insurance plans.
5. Assess and implement additional measures which would support lower premiums or alternatives to the provision of insurance services by other entities such as non-profit insurance reciprocals.
6. Compel the insurance industry to supply all necessary financial evidence including premiums, claims, and deductible limit changes which support its, and municipal arguments as to the fiscal impact of joint and several liability.
7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General.

## Insurance Cost Examples

The government has requested detailed information from municipalities regarding their insurance costs, coverage, deductibles, claims history, and out-of-court settlements. Municipalities have been busy responding to a long list of provincial consultations on a wide range of topics. Some of the information being sought is more easily supplied by the insurance industry. AMO's 2011 survey of insurance costs produced a sample size of 122 municipalities and assessed insurance cost increases over a five-year period. The survey revealed an average premium increase which exceeded 20% over that period.

All of the same forces remain at play in 2019 just as they were in 2011. Below are some key examples.

**Ear Falls** - The Township of Ear Falls reports that its insurance premiums have increased 30% over five years to \$81,686. With a population of only 995 residents (2016), this represents a per capita cost of \$82.09. This amount is a significant increase from AMO's 2011 Insurance Survey result. At that time, the average per capita insurance cost for a community with a population under 10,000 was \$37.56. While the Township has not been the subject of a liability claim, a claim in a community of this size could have significant and long-lasting financial and service implications. The Township has also had to impose stricter insurance requirements on groups that rent municipal facilities. This has had a negative impact on the clubs and volunteers' groups and as a consequence, many have cut back on the service these groups provide to the community.

**Central Huron** – For many years the municipality of Central Huron had a deductible of \$5,000. In 2014, the deductible was increased to \$15,000 to help reduce insurance costs. The municipality also increased its liability coverage in 2014 and added cyber security coverage in 2018. The combined impact of these changes represents a premium cost of \$224,774 in 2019, up from \$141,331 in 2010. Per capita costs for insurance alone are now \$29.67.

**Huntsville** – Since 2010, the Town of Huntsville reports an insurance premium increase of 67%. In 2019 this represented about 3.75% of the town's property tax levy. At the same time, Huntsville's deductible has increased from \$10,000 to \$25,000. The town also reports a reluctance to hold its own events for fear of any claims which may affect its main policy. Additional coverage is purchased for these events and these costs are not included above.

**Ottawa** - In August 2018, the City began working with its insurance broker, Aon Risk Solutions ("Aon"), to prepare for the anticipated renewal of the Integrated Insurance Program in April 2019. As the cost of the City's insurance premiums had risen by approximately 25% between 2017 and 2018, this early work was intended to ensure that any further increase could be properly accounted for through the 2019 budget process. Early indications of a possible further 10% premium increase prompted the City and Aon in late 2018 to explore options for a revised Program, and to approach alternative markets for the supply of insurance.

On January 11, 2019, an OC Transpo bus collided with a section of the Westboro Station transit shelter, resulting in three fatalities and numerous serious injuries. This was the second major incident involving the City's bus fleet, following approximately five years after the OC Transpo – VIA train collision in September 2013.

The January 2019 incident prompted insurance providers to re-evaluate their willingness to participate in the City Program. Despite Aon's work to secure an alternative provider, only Frank Cowan Company ("Cowan"), the City's existing insurer, was prepared to offer the City an Integrated Insurance Program. Cowan's offer to renew the City's Program was conditional on revised terms and limits and at a significant premium increase of approximately 84%, or nearly \$2.1 million per year. According to Cowan, these changes and increases were attributable to seven principle factors, including Joint and Several Liability:

1. Escalating Costs of Natural Global Disasters;
2. Joint and Several Liability;
3. Claims Trends (in the municipal sector);
4. Increasing Damage Awards;
5. Class Action Lawsuits;
6. New and/or Adverse Claims Development; and,
7. Transit Exposure.

Cowan also indicated that the primary policy limits for the 2019-2020 renewal would be lowered from \$25 million to \$10 million per occurrence, thereby raising the likelihood of increased costs for the City's excess liability policies.

## Joint and Several in Action - Recent Examples

The following examples highlight joint and several in action. The following examples have occurred in recent years.

**GTA Municipality** – A homeowner rented out three separate apartments in a home despite being zoned as a single-family dwelling. After a complaint was received, bylaw inspectors and Fire Prevention Officers visited the property. The landlord was cautioned to undertake renovations to restore the building into a single-family dwelling. After several months of non-compliance, charges under the fire code were laid. The owner was convicted and fined. A subsequent visit by Fire Prevention Officers noted that the required renovations had not taken place. Tragically, a fire occurred which resulted in three fatalities. Despite having undertaken corrective action against the homeowner, joint and several liability loomed large. It compelled the municipality to make a payment of \$504,000 given the 1% rule.

**City of Ottawa** - A serious motor vehicle accident occurred between one of the City's buses and an SUV. The collision occurred at an intersection when the inebriated driver of the SUV failed to stop at a red light and was struck by the City bus. This collision resulted in the deaths of the SUV driver and two other occupants, and also seriously injured the primary Plaintiff, the third passenger in the SUV. The secondary action was brought by the family of one of the deceased passengers.

The Court ultimately concluded that the City was 20% liable for the collision, while the SUV driver was 80% at fault. Despite the 80/20 allocation of fault, the City was required to pay all of the approximately \$2.1 million in damages awarded in the primary case and the \$200,000 awarded in the secondary case, bringing the amount paid by the City to a total that was not proportionate to its actual liability. This was due to the application of the principle of joint and several liability, as well as the interplay between the various automobile insurance policies held by the SUV owner and

passengers, which is further explained below. Although the City appealed this case, the Ontario Court of Appeal agreed with the findings of the trial judge and dismissed it.

This case was notable for the implications of various factors on the insurance policies held by the respective parties. While most automobile insurance policies in Ontario provide for \$1 million in third party liability coverage, the insurance for the SUV was reduced to the statutory minimum of \$200,000 by virtue of the fact that the driver at the time of the collision had a blood alcohol level nearly three times the legal limit for a fully licensed driver. This was contrary to the requirements of his G2 license, which prohibit driving after the consumption of any alcohol. Further, while the Plaintiff passengers' own respective insurance provided \$1 million in coverage for underinsured motorists (as the SUV driver was at the time), this type of coverage is triggered only where no other party is in any way liable for the accident. As a result, the primary Plaintiff could only effectively recover the full \$2.1 million in damages if the Court attributed even a small measure of fault to another party with sufficient resources to pay the claim.

In determining that the City was at least partially responsible for the collision, the Court held that the speed of the bus – which according to GPS recordings was approximately 6.5 km/h over the posted limit of 60 kilometres an hour – and momentary inattention were contributing factors to the collision.

To shorten the length of the trial by approximately one week and accordingly reduce the legal costs involved, the parties had earlier reached an agreement on damages and that the findings regarding the primary Plaintiff would apply equally to the other. The amount of the agreement-upon damages took into account any contributory negligence on the part of the respective Plaintiffs, attributable to such things as not wearing a seat belt.

**City of Ottawa, 2<sup>nd</sup> example** – A Plaintiff was catastrophically injured when, after disembarking a City bus, he was struck by a third-party motor vehicle. The Plaintiff's injuries included a brain injury while his impairments included incomplete quadriplegia.

As a result of his accident, the Plaintiff brought a claim for damages for an amount in excess of \$7 million against the City and against the owner and driver of the third-party vehicle that struck him. Against the City, the Plaintiff alleged that the roadway was not properly designed and that the bus stop was placed at an unsafe location as it required passengers to cross the road mid-block and not at a controlled intersection.

Following the completion of examinations for discovery, the Plaintiff's claim against the Co-Defendant (the driver of the vehicle which struck the plaintiff) was resolved for \$1,120,000 comprising \$970,000 for damages and \$120,000 for costs. The Co-Defendant's policy limit was \$1 million. The claim against the City was in effect, a "1% rule" case where the City had been added to the case largely because the Co-Defendant's insurance was capped at \$1 million, which was well below the value of the Plaintiff's claim.

On the issue of liability, the pre-trial judge was of the view that the City was exposed to a finding of some liability against it on the theory that, because of the proximity of the bus stop to a home for adults with mental health issues, the City knew or should have known that bus passengers with cognitive and/or physical disabilities would be crossing mid-block at an unmarked crossing. This, according to the judge, could have resulted in a finding being made at trial that the City should



either have removed the bus stop or alternatively, should have installed a pedestrian crossing at this location.

The judge assessed the Plaintiff's damages at \$7,241,000 exclusive of costs and disbursements which he then reduced to \$4,602,930 exclusive of costs and disbursements after applying a reduction of 27.5% for contributory negligence and subtracting the \$970,000 payment made by the Co-Defendant's insurer.

Settlement discussions took place and the judge recommended that the matter be resolved for \$3,825,000 plus costs of \$554,750 plus HST plus disbursements.

## Joint and Several Liability in Action - Other notable cases

**Deering v Scugog** - A 19-year-old driver was driving at night in a hurry to make the start time of a movie. She was travelling on a Class 4 rural road that had no centerline markings. The Ontario Traffic Manual does not require this type of road to have such a marking. The driver thought that a vehicle travelling in the opposite direction was headed directly at her. She swerved, over-corrected and ended up in a rock culvert. The Court found the Township of Scugog 66.7% liable. The at-fault driver only carried a \$1M auto insurance policy.

**Ferguson v County of Brant** - An inexperienced 17-year-old male driver was speeding on a road when he failed to navigate a curve which resulted in him crossing the lane into oncoming traffic, leaving the roadway, and striking a tree. The municipality was found to have posted a winding road sign rather than a sharp curve sign. The municipality was found 55% liable.

**Safranyos et al v City of Hamilton** - The plaintiff was leaving a drive-in movie theatre with four children in her vehicle at approximately 1 AM. She approached a stop sign with the intention of turning right onto a highway. Although she saw oncoming headlights she entered the intersection where she was struck by a vehicle driven 15 km/h over the posted speed limit by a man who had just left a party and was determined by toxicologists to be impaired. The children in the plaintiff's vehicle suffered significant injuries. The City was determined to be 25% liable because a stop line had not been painted on the road at the intersection.

**Mortimer v Cameron** - Two men were engaged in horseplay on a stairway and one of them fell backward through an open door at the bottom of a landing. The other man attempted to break the first man's fall and together they fell into an exterior wall that gave way. Both men fell 10 feet onto the ground below, one of whom was left quadriplegic. The trial judge determined both men were negligent, but that their conduct did not correspond to the extent of the plaintiff's injuries. No liability was attached to either man. The building owner was determined to be 20% and the City of London was found to be 80% liable. The Court awarded the plaintiff \$5 M in damages. On appeal, the City's liability was reduced to 40% and building owner was determined to be 60% liable. The City still ended up paying 80% of the overall claim.

## 2011 Review of Joint and Several Liability – Law Commission of Ontario

In February 2011 the Law Commission of Ontario released a report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"*. This review examined the application of

joint and several liability to corporate law and more specifically the relationship between the corporation and its directors, officers, shareholders and stakeholders.

Prior to the report's release, AMO made a submission to the Law Commission of Ontario to seek to expand its review to include municipal implications. The Law Commission did not proceed with a broader review at that time, but the context of its narrower scope remains applicable to municipalities. In fact, many of the same arguments which support reform in the realm of the *Business Corporations Act*, are the same arguments which apply to municipal governments.

Of note, the Law Commission's<sup>1</sup> report highlighted the following in favour of reforms:

**Fairness:** "it is argued that it is unfair for a defendant, whose degree of fault is minor when compared to that of other defendants, to have to fully compensate a plaintiff should the other defendants be insolvent or unavailable."

**Deep Pocket Syndrome:** "Joint and several liability encourages plaintiffs to unfairly target defendants who are known or perceived to be insured or solvent."

**Rising Costs of Litigation, Insurance, and Damage Awards:** "Opponents of the joint and several liability regime are concerned about the rising costs of litigation, insurance, and damage awards."

**Provision of Services:** "The Association of Municipalities of Ontario identifies another negative externality of joint and several liability: municipalities are having to delay or otherwise cut back services to limit exposure to liability."

The Law Commission found that the principle of joint and several liability should remain in place although it did not explicitly review the municipal situation.

## 2014 Resolution by the Ontario Legislature and Review by the Attorney General

Over 200 municipalities supported a motion introduced by Randy Pettapiece, MPP for Perth-Wellington which called for the implementation a comprehensive, long-term solution in 2014. That year, MPPs from all parties supported the Pettapiece motion calling for a reform joint and several liability.

Later that year the Ministry of the Attorney General consulted on three options of possible reform:

### 1. The Saskatchewan Model of Modified Proportionate Liability

Saskatchewan has adopted a modified version of proportionate liability that applies in cases where a plaintiff is contributorily negligent. Under the Saskatchewan rule, where a plaintiff is contributorily negligent and there is an unfunded liability, the cost of the unfunded liability is split among the remaining defendants and the plaintiff in proportion to their fault.

<sup>1</sup> Law Commission of Ontario. "Joint and Several Liability Under the Ontario *Business Corporations Act*." Final Report, February 2011 Pages 22-25.

## 2. Peripheral Wrongdoer Rule for Road Authorities

Under this rule, a municipality would never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages.

## 3. A combination of both of the above

Ultimately, the government decided not to pursue any of the incremental policy options ostensibly because of uncertainty that insurance cost reductions would result. This was a disappointing result for municipalities.

While these reviews did not produce results in Ontario, many other common law jurisdictions have enacted protections for municipalities. What follows are some of the options for a different legal framework.

## Options for Reform – The Legal Framework

To gain a full appreciation of the various liability frameworks that could be considered, for comparison, below is a description of the current joint and several liability framework here in Ontario. This description will help to reader to understand the further options which follow.

This description and the alternatives that follow are taken from the Law Commission of Ontario's February 2011 Report entitled, *"Joint and Several Liability Under the Ontario Business Corporations Act"* as referenced above.<sup>2</sup>

### Understanding the Status Quo and Comparing it to the Alternatives

Where three different defendants are found to have caused a plaintiff's loss, the plaintiff is entitled to seek full payment (100%) from any one of the defendants. The defendant who fully satisfies the judgment has a right of contribution from the other liable parties based on the extent of their responsibility for the plaintiff's loss.

For example, a court may find defendants 1 (D1), 2 (D2) and 3 (D3) responsible for 70%, 20%, and 10% of the plaintiff's \$100,000 loss, respectively. The plaintiff may seek to recover 100% of the loss from D2, who may then seek contribution from D1 and D3 for their 70% and 10% shares of the loss. If D1 and/or D3 is unable to compensate D2 for the amount each owes for whatever reason, such as insolvency or unavailability, D2 will bear the full \$100,000 loss. The plaintiff will be fully compensated for \$100,000, and it is the responsibility of the defendants to apportion the loss fairly between them.

The descriptions that follow are abridged from pages 9-11 of the Law Commission of Ontario's report. These are some of the key alternatives to the status quo.

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<sup>2</sup> Ibid. Page 7.



## 1. Proportionate Liability

### a) Full Proportionate Liability

A system of full proportionate liability limits the liability of each co-defendant to the proportion of the loss for which he or she was found to be responsible. Per the above example, (in which Defendant 1 (D1) is responsible for 70% of loss, Defendant 2 (D2) for 20% and Defendant 3 (D3) for 10%), under this system, D2 will only be responsible for \$20,000 of the \$100,000 total judgement: equal to 20% of their share of the liability. Likewise, D1 and D3 will be responsible for \$70,000 and \$10,000. If D1 and D3 are unable to pay, the plaintiff will only recover \$20,000 from D2.

### b) Proportionate Liability where Plaintiff is Contributorily Negligent

This option retains joint and several liability when a blameless plaintiff is involved. This option would cancel or adjust the rule where the plaintiff contributed to their loss. As in the first example, suppose the plaintiff (P) contributed to 20% of their \$100,000 loss. D1, D2 and D3 were responsible for 50%, 20% and 10% of the \$100,000. If D1 and D3 are unavailable, P and D2 will each be responsible for their \$20,000 shares. The plaintiff will remain responsible for the \$60,000 shortfall as a result of the absent co-defendants' non-payment (D1 and D3).

### c) Proportionate Liability where Plaintiff is Contributorily Negligent with a Proportionate Reallocation of an Insolvent, Financially Limited or Unavailable Defendant's Share

In this option of proportionate liability, the plaintiff and remaining co-defendants share the risk of a defendant's non-payment. The plaintiff (P) and co-defendants are responsible for any shortfall in proportion to their respective degrees of fault.

Using the above example of the \$100,000 total judgement, with a shortfall payment of \$50,000 from D1 and a shortfall payment \$10,000 from D3, P and D2 must pay for the missing \$60,000. P and D2 have equally-apportioned liability, which causes them to be responsible for half of each shortfall - \$25,000 and \$5,000 from each non-paying defendant. The burden is shared between the plaintiff (if determined to be responsible) and the remaining defendants.

### d) Proportionate Liability with a Peripheral Wrongdoer

Under this option, a defendant will be proportionately liable only if their share of the liability falls below a specified percentage, meaning that liability would be joint and several. Using the above example, if the threshold amount of liability is set at 25%, D2 and D3 would only be responsible for 20% and 10%, regardless of whether they are the only available or named defendants. However, D1 may be liable for 100% if it is the only available or named defendant. This system tends to favour defendants responsible for a small portion of the loss, but the determination of the threshold amount between joint and several liability and proportionate liability is arbitrary.

### e) Proportionate Liability with a Reallocation of Some or All of an Insolvent or Unavailable Defendant's Share

This option reallocates the liability of a non-paying defendant among the remaining defendants in proportion to their respective degrees of fault. The plaintiff's contributory negligence does not

impact the application of this reallocation. Joint and several liability would continue to apply in cases of fraud or where laws were knowingly violated.

#### **f) Court Discretion**

Similar to the fraud exception in the option above, this option includes giving the courts discretion to apply different forms of liability depending on the case.

For example, if a particular co-defendant's share of the fault was relatively minor the court would have discretion to limit that defendant's liability to an appropriate portion.

### **2. Legislative Cap on Liability**

Liability concerns could be addressed by introducing a cap on the amount of damages available for claims for economic loss.

### **3. Hybrid**

A number of jurisdictions provide a hybrid system of proportionate liability and caps on damages. Co-defendants are liable for their portion of the damages, but the maximum total amount payable by each co-defendant is capped to a certain limit.

## **The Saskatchewan Experience**

As referenced earlier in this paper, the Province of Saskatchewan responded with a variety of legislative actions to assist municipalities in the early 2000s. Some of those key developments are listed below which are abridged from *"A Question of Balance: Legislative Responses to Judicial Expansion of Municipal Liability – the Saskatchewan Experience."* The paper was written by Neil Robertson, QC and was presented to the annual conference of the Association of Municipalities of Ontario in 2013. Two key reforms are noted below.

#### **1. Reforming joint and several liability by introducing modified proportionate liability: "The Contributory Negligence Act" amendments**

The *Contributory Negligence Act* retained joint and several liability, but made adjustments in cases where one or more of the defendants is unable to pay its share of the total amount (judgement). Each of the parties at fault, including the plaintiff if contributorily negligent, will still have to pay a share of the judgement based on their degree of fault. However, if one of the defendants is unable to pay, the other defendants who are able to pay are required to pay only their original share and an additional equivalent share of the defaulting party's share.

The change in law allows municipalities to reach out-of-court settlements, based on an estimate of their degree of fault. This allows municipalities to avoid the cost of protracted litigation.

Neil Robertson provided the following example to illustrate how this works in practise:

"...If the owner of a house sues the builder for negligent construction and the municipality, as building authority, for negligent inspection, and all three are found equally at fault, they would each be apportioned 1/3 or 33.3%. Assume the damages are \$100,000. If the builder has no funds, then the municipality would pay only its share (\$33,333) and a 1/3 share of the builder's defaulting share

(1/3 of \$33,333 or \$11,111) for a total of \$44,444 (\$33,333 + \$11,111), instead of the \$66,666 (\$33,333 + \$33,333) it would pay under pure joint and several liability.”

This model will be familiar to municipal leaders in Ontario. In 2014, Ontario’s Attorney General presented this option (called the Saskatchewan Model of Modified Proportionate Liability) for consideration. At the time, over 200 municipal councils supported the adoption of this option along with the “Peripheral Wrongdoer Rule for Road Authorities” which would have seen a municipality never be liable for more than two times its proportion of damages, even if it results in the plaintiff being unable to recover full damages. These two measures, if enacted, would have represented a significant incremental step to address the impact of joint and several to Ontario municipalities.

## **2. Providing for uniform limitation periods while maintaining a separate limitation period for municipalities: “The Limitations Act”**

This act established uniform limitation periods replacing many of the pre-existing limitation periods that had different time periods. The Municipal Acts in Saskatchewan provide a uniform one-year limitation period “from time when the damages were sustained” in absolute terms without a discovery principle which can prolong this period. This helps municipalities to resist “legacy” claims from many years beforehand. This act exempts municipalities from the uniform two-year discoverability limitation period.

Limitation periods set deadlines after which claims cannot be brought as lawsuits in the courts. The legislation intends to balance the opportunity for potential claimants to identify their claims and, if possible, negotiate a settlement out of court before starting legal action with the need for potential defendants to “close the books” on claims from the past.

The reasoning behind these limitations is that public authorities, including municipalities, should not to be punished by the passage of time. Timely notice will promote the timely investigation and disposition of claims in the public interest. After the expiry of a limitation period, municipalities can consider themselves free of the threat of legal action, and continue with financial planning without hurting “the public taxpayer purse”. Municipalities are mandated to balance their budgets and must be able to plan accordingly. Thus, legacy claims can have a very adverse affect on municipal operations.

Here in Ontario, there is a uniform limitations period of two years. Municipalities also benefit from a 10-day notice period which is required for slip and fall cases. More recently, the applicability of this limitation deadline has become variable and subject to judicial discretion. Robertson’s paper notes that in Saskatchewan, courts have accepted the one-year limitations period. A further examination of limitations in Ontario may yield additional benefits and could include the one-year example in Saskatchewan and/or the applicability of the 10-day notice period for slip and fall cases.

## **Other Saskatchewan reforms**

Saskatchewan has also implemented other reforms which include greater protections for building inspections, good faith immunity, duty of repair, no fault insurance, permitting class actions, and limiting nuisance actions. Some of these reforms are specific to Saskatchewan and some of these currently apply in Ontario.

## Insurance Related Reforms

### Government Regulated Insurance Limits

The April 2019 provincial budget included a commitment to increase the catastrophic impairment default benefit limit to \$2 million. Public consultations were led by the Ministry of Finance in September 2019. AMO wrote to the Ministry in support of increasing the limit to \$2 million to ensure more adequate support those who suffer catastrophic impairment.

In 2016, the government lowered this limit as well as third-party liability coverage to \$200,000 from \$1 million. This minimum should also be increased to \$2 million to reflect current actual costs. This significant deficiency needs to be addressed.

### Insurance Industry Changes

In 1989 the Ontario Municipal Insurance Exchange (OMEX) was established as a non-profit reciprocal insurance provider for Ontario's municipalities. It ceased operations in 2016 citing, "[a] low pricing environment, combined with the impact of joint & several liability on municipal claim settlements has made it difficult to offer sustainable pricing while still addressing the municipalities' concern about retro assessments."<sup>3</sup> (Retro assessments meant paying additional premiums for retroactive coverage for "long-tail claims" which made municipal budgeting more challenging.)

The demise of OMEX has changed the municipal insurance landscape in Ontario. That joint and several liability is one of the key reasons listed for the collapse of a key municipal insurer should be a cause for significant concern. Fewer choices fuels cost. While there are other successful municipal insurance pools in Ontario, the bulk of the insurance market is dominated by for-profit insurance companies.

Reciprocal non-profit insurers are well represented in other areas across Canada. Municipalities in Saskatchewan, Alberta, British Columbia are all insured by non-profit reciprocals.

The questions for policy makers in Ontario:

Are there any provincial requirements or regulations which could better support the non-profit reciprocal municipal insurance market?

What actions could be taken to better protect municipalities in Ontario in sourcing their insurance needs?

How can we drive down insurance costs to better serve the needs of municipal property taxpayers?

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<sup>3</sup> Canadian Underwriter, August 11, 2016 <https://www.canadianunderwriter.ca/insurance/ontario-municipal-insurance-exchange-suspends-underwriting-operations-1004098148/>

## Conclusion

This AMO paper has endeavoured to refresh municipal arguments on the need to find a balance to the issues and challenges presented by joint and several liability. It has endeavoured to illustrate that options exist and offer the reassurance that they can be successfully implemented as other jurisdictions have done.

Finding solutions that work will require provincial and municipal commitment. Working together, we can find a better way that is fair, reasonable, and responsible. It is time to find a reasonable balance.

**From:** [Laura Moy](#)  
**To:** ["magpolicy@ontario.ca"](mailto:magpolicy@ontario.ca)  
**Subject:** Consultation regarding Joint and Several Liability  
**Date:** September 27, 2019 4:16:00 PM  
**Attachments:** [Copy of Summary Spreadsheet.xlsx](#)  
[Copy of JSL - Claims Summary.xlsx](#)

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Dear Attorney General:

Re: Consultation regarding Joint and Several Liability

Thank you for the invitation to submit comments on Joint and Several Liability and for outlining broad questions that you would like to hear more about from local municipalities, along with specific examples and facts.

The following is offered in response to the questions laid out in your letter of July 12, 2019.

**Describe the nature of the problem as you see it.**

The *Negligence Act* provides that "where damages have been caused or contributed to by the fault or neglect of two or more persons... and, where two or more persons are found at fault or negligent, they are jointly and severally liable to the person suffering the loss or damage..." This is generally referred to as joint and several liability (JSL) or the "1% Rule", because liability for damages is apportioned among parties and may be recovered from a defendant who is only 1% responsible if the other defendants are unable to pay their portion of the damages.

Because of the operation of the 1% Rule, municipalities have often become the targets of litigation when other defendants do not have the means to pay high damage awards, as they are "deep pocket" defendants with resources at their disposal through taxation. In recent years, courts have apportioned an increasing percentage of liability against municipalities despite clear findings of fault against plaintiffs and other defendants, no doubt the result of the "deep pockets" status of municipalities.

It is impossible to quantify the effect of the "1% Rule" on insurance settlements; however, it is clear from case law, the courts are more likely to assign increased liability to municipalities despite clear fault on the part of plaintiffs. As a result of such awards, the 1% Rule influences insurers to settle in order to minimize the risk of proceeding to a trial where the joint and several liability issue will greatly impact the insurer's exposure. The decisions to settle these claims results in payment of larger damages than would be warranted by strictly proportional liability.

**What are the problems that you need addressed to benefit your municipality?**

*Is it increasing premiums? Rising deductibles?*

The Town of Tecumseh has a full suite of coverage, including liability insurance. Frank

Cowan is the Town's main insurer and retains HUB International as its Broker. The Town maintains deductibles ranging from \$10,000 to \$25,000 on its policies.

In 2018, the Town undertook a competitive request for proposal process for risk services and various insurance policies. There was also focus on a corporate risk management strategy with the targeted outcomes of reducing claims and strengthening the Town's loss run report.

The Town meets annually with the underwriter to review the account and discuss ongoing initiatives as well as the Town's risk strategy.

The Town receives direct feedback on any risk the underwriter identifies in the portfolio.

Also at this meeting the state of the market is discussed. As the markets changes the Town maintains a close watch on the premiums to determine the most effective strategy for renewal.

To the specific question as to how the base premiums are established for municipal accounts, the Attorney General would need to address this question directly with the insurance companies who are better positioned to respond relative to their municipal clients.

To gain some additional insight into the significance of JSL to the Town, we requested input from our insurer, Frank Cowan who directed us to their recent publication "Escalating Cost Municipal Claims" which sites JSL as one of the "Drivers of Escalating Claims Costs."

<https://www.frankcowan.com/centre-of-excellence/view/escalating-cost-of-municipal-claims>

Attached is a summary of

- Municipal insurance premiums paid for past 10 years including annual percentage increase
- A comparison to another insurance premium – we used Desjardins premiums for the management group (coverage has not changed past 10 years) – adjusted to eliminate impact of staffing changes – as the comparator including 10 years' worth of premiums and annual percentage increase
- Ratio of insurance premiums to claims payouts (represented as Insurance premiums / Claims payouts fraction)

With respect to "insurance cycles" we do see spikes in annual increases for both premiums, however not necessarily at the same time.

Being *unfairly named in lawsuits*?

To date, the Town's has had a relatively good claims and settlement history and overall risk management culture. (See attached claims history) That said, the financial risk to the Town is magnified as a result of the existing JSL laws, and the annual cost of the Town's insurance premium reflects this risk.

Severe injuries are most common in road maintenance cases. People that become injured in road accidents, bring actions against the at fault driver of the vehicle as well as the municipality, alleging poor road maintenance or design.

Due to the high value of severe injuries, the limits of insurance on the vehicle are generally not enough to satisfy the judgment. Therefore, due to joint and several liability the municipality's insurer must pay the balance, even if it is only 1% liable.

As indicated earlier, the 1% Rule influences insurers to settle in order to minimize the risk of proceeding to a trial where the joint and several liability issue will greatly impact the insurer's exposure.

le: The Town was named in a claim by a number of family members who lost a grandmother, mother, daughter and sister as a result of being impaled by a fallen tree limb. The tree was planted on private property but had grown such that it had begun to encroach onto municipal property. The Town's insurer settled with the family to limit the possible exposure to the Town and the potential significant legal costs that could be incurred in defending the action.

*Feeling that you cannot offer certain services because of the liability risk?*

In planning any event, due care is taken to limit the risk of liability on the Town.

The Town has hosted an annual Corn Festival for over 40 years, in partnership with number of area community groups. One of the community groups organized a 'beer tent' at the Festival up until recent years. The funds raised by the 'beer tent' helped to support local community events and activities. All participants were properly trained and security measures taken to limit any risk. The tent ceased following an event that occurred in another area municipality wherein a young woman was killed in a motor vehicle accident after leaving a community event which served alcohol. The event organizers along with the municipality were named in the law suit that followed by the family.

The Town has adopted an Outdoor Special Events Policy which designates certain parks for the purpose of hosting Special Events and establishes guidelines to help ensure these events are carried out safely. Alcohol related events are restricted to certain facilities and are regulated under a Municipal Alcohol Policy.

### **What solutions do you propose?**

Plaintiffs are the beneficiaries of JSL as it provides a higher degree of certainty in collecting their damages they are awarded in a judgement.

Alternative solutions that could be explored to the Attorney General's office to preserve protections to the plaintiff without shifting an unreasonable burden to municipalities, are offered as follows:

1. Elimination: This solution would see the elimination of Joint and Several Liability by legislative means.



2. **Damage Caps:** Modifying JSL through the introduction of a cap to the degree to which any party's liability can vary from their assessed share through the judgment (i.e. "Multiplier Model").
3. **Threshold:** Leave JSL as is, but introduce a clearly defined monetary cap upon Municipal payouts in certain JSL situations (thereby providing the insurance industry greater certainty on municipal risk in JSL situations) Municipalities are affected by claims whereby they are brought into an action with the expectation of being a contributing party to a settlement, yet their exposure to liability is little or nil, but with the expectation of being a contributing party in the settlement. This solution would see a revised system with a liability threshold which would create fair and valuable relief to municipalities, such as when in which JSL is only applied to matters where a defendant's liability is greater than an established threshold. Any assessment below the threshold would be applied on a proportionate basis.
4. **Insurance premiums:** Ensure that all parties have reasonable coverage for the associated risks (ie: review of automobile driver insurance policy minimums) Under Financial Services Commission (FSCO) rules, the minimum Third Party Liability coverage for automobile insurance in Ontario is \$200,000. This solution would see increasing the limits for automobile coverage in the Province of Ontario. This would ensure that parties involved in serious vehicle accidents have reasonable coverage for most losses. Failing to do this often results in claims against municipalities to "make up the shortfall".
5. **Fund:** Establish a fund, or expand on an existing fund, that would be available to support plaintiffs in cases where defendants are not capable providing for their assessed share of damages. The existing Motor Vehicle Accident Claims Fund for Provincial Gas Tax funding may be worth further evaluating as part of this solution.

Once again thank you for the opportunity to participate in the consultation on JSL. We would welcome any further discussion on this concerning matter to all local municipalities.

Yours truly,

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

/lm

## Insurance Premium and Payout Review

	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008
Annual Premium	\$ 393,926	\$ 398,886	\$ 380,803	\$ 311,296	\$ 302,858	\$ 295,575	\$ 285,108	\$ 296,816	\$ 271,184	\$ 265,178
% change	-1%	5%	22%	3%	2%	4%	-4%	9%	2%	
Broker Fee	\$ 10,800	\$ 10,800	\$ 7,560	\$ 7,560	\$ 7,560	\$ 7,560	\$ 5,900	\$ 5,900	\$ 5,940	\$ 5,940
Annual Insurance Payouts	\$ 40,324	\$ 21,916	\$ 12,491	\$ 19,608	\$ 42,024	\$ 22,408	\$ 40,850	\$ 11,394	\$ 4,244	\$ 4,438
Ratio Annual Premiums to Payouts	9.77	18.20	30.49	15.88	7.21	13.19	6.98	26.05	63.91	59.75
% change	84%	75%	-36%	-53%	88%	-45%	259%	169%	-4%	
*** Annual Life and Disability Insurance Premiums	\$ 97,814	\$ 95,542	\$ 84,891	\$ 77,772	\$ 70,234	\$ 66,019	\$ 63,312	\$ 60,322	\$ 58,899	\$ 54,841
% change	2%	13%	9%	11%	6%	4%	5%	2%	7%	

NOTES \*\*\* for annual life and disability insurance premiums we used the annual amount from a particular group only (non union classification ) and the annual amount is adjusted to eliminate the impact of staffing changes.

Please see Kim's spreadsheet that she provided which has the back up for the calculations for the line # 11 that were done.

General Liability											Year
Loss Date	Coverage	Paid Loss	Paid Expense	Total Paid	Loss Reserve	Expense	Total Incurred	Deductible	Net Incurred	Status	
1-5-08	PD	\$0.00	\$25,751.82	\$25,751.82	\$0.00	\$0.00	\$25,751.82	\$10,000.00	\$15,751.82	Closed	2008
1-19-08	BI	\$20,000.00	\$20,148.97	\$40,148.97	\$0.00	\$0.00	\$40,148.97	\$10,000.00	\$30,148.97	Closed	2008
3-21-08	BI	\$0.00	\$968.40	\$968.40	\$0.00	\$0.00	\$968.40	\$10,000.00	\$0.00	Closed	2008
4-1-08	PD	\$0.00	\$529.00	\$529.00	\$0.00	\$0.00	\$529.00	\$10,000.00	\$0.00	Closed	2008
4-1-08	WD	\$0.00	\$1,897.50	\$1,897.50	\$0.00	\$0.00	\$1,897.50	\$10,000.00	\$0.00	Closed	2008
6-30-08	BI	\$0.00	\$379.50	\$379.50	\$0.00	\$0.00	\$379.50	\$10,000.00	\$0.00	Closed	2008
10-27-08	PLIAB	\$0.00	\$379.50	\$379.50	\$0.00	\$0.00	\$379.50	\$10,000.00	\$0.00	Closed	2008
11-13-08	PD	\$0.00	\$655.50	\$655.50	\$0.00	\$0.00	\$655.50	\$10,000.00	\$0.00	Closed	2008
11-16-08	BI	\$0.00	\$402.50	\$402.50	\$0.00	\$0.00	\$402.50	\$10,000.00	\$0.00	Closed	2008
											2009
2-12-09	PD	\$0.00	\$966.00	\$966.00	\$0.00	\$0.00	\$966.00	\$0.00	\$966.00	Closed	
2-14-09	BI	\$0.00	\$1,713.50	\$1,713.50	\$0.00	\$0.00	\$1,713.50	\$10,000.00	\$0.00	Closed	2009
2-14-09	BI	\$74,165.03	\$57,722.38	\$131,887.41	\$0.00	\$0.00	\$131,887.41	\$10,000.00	\$121,887.41	Closed	2009
2-16-09	BI	\$5,000.00	\$29,058.24	\$34,058.24	\$0.00	\$0.00	\$34,058.24	\$10,000.00	\$24,058.24	Closed	2009
3-31-09	PD	\$0.00	\$828.00	\$828.00	\$0.00	\$0.00	\$828.00	\$10,000.00	\$0.00	Closed	2009
4-13-09	PD	\$0.00	\$1,667.50	\$1,667.50	\$0.00	\$0.00	\$1,667.50	\$10,000.00	\$0.00	Closed	2009
4-22-09	PD	\$0.00	\$1,265.00	\$1,265.00	\$0.00	\$0.00	\$1,265.00	\$10,000.00	\$0.00	Closed	2009
6-23-09	BI	\$0.00	\$3,077.10	\$3,077.10	\$0.00	\$0.00	\$3,077.10	\$10,000.00	\$0.00	Closed	2009
7-9-09	BI	\$0.00	\$3,304.02	\$3,304.02	\$0.00	\$0.00	\$3,304.02	\$10,000.00	\$0.00	Closed	2009
8-5-09	PD	\$0.00	\$429.00	\$429.00	\$0.00	\$0.00	\$429.00	\$10,000.00	\$0.00	Closed	2009
8-19-09	PD	\$0.00	\$385.00	\$385.00	\$0.00	\$0.00	\$385.00	\$10,000.00	\$0.00	Closed	2009
8-22-09	BI	\$30,000.00	\$4,301.00	\$34,301.00	\$0.00	\$0.00	\$34,301.00	\$10,000.00	\$24,301.00	Closed	2009
11-25-09	PD	\$0.00	\$484.00	\$484.00	\$0.00	\$0.00	\$484.00	\$10,000.00	\$0.00	Closed	2009
12-6-09	BI	\$0.00	\$1,138.50	\$1,138.50	\$0.00	\$0.00	\$1,138.50	\$10,000.00	\$0.00	Closed	2009
1-18-10	OTH	\$2,116.00	\$0.00	\$2,116.00	\$0.00	\$0.00	\$2,116.00	\$10,000.00	\$0.00	Closed	2010
1-18-10	BI	\$12,000.00	\$6,330.49	\$18,330.49	\$0.00	\$0.00	\$18,330.49	\$10,000.00	\$8,330.49	Closed	2010
											2010
2-21-10	PD	\$0.00	\$924.00	\$924.00	\$0.00	\$0.00	\$924.00	\$10,000.00	\$0.00	Closed	
3-26-10	PD	\$0.00	\$2,427.18	\$2,427.18	\$0.00	\$0.00	\$2,427.18	\$10,000.00	\$0.00	Closed	2010
5-31-10	PD	\$0.00	\$594.00	\$594.00	\$0.00	\$0.00	\$594.00	\$10,000.00	\$0.00	Closed	2010
6-6-10	PD	\$0.00	\$374.00	\$374.00	\$0.00	\$0.00	\$374.00	\$10,000.00	\$0.00	Closed	2010
6-6-10	PD	\$0.00	\$1,023.00	\$1,023.00	\$0.00	\$0.00	\$1,023.00	\$10,000.00	\$0.00	Closed	2010
											2010
6-7-10	PD	\$0.00	\$638.00	\$638.00	\$0.00	\$0.00	\$638.00	\$10,000.00	\$0.00	Closed	
7-26-10	BI	\$0.00	\$2,263.00	\$2,263.00	\$0.00	\$0.00	\$2,263.00	\$10,000.00	\$0.00	Closed	2010
8-21-10	BI	\$45.00	\$682.00	\$727.00	\$0.00	\$0.00	\$727.00	\$10,000.00	\$0.00	Closed	2010
10-6-10	PD	\$0.00	\$396.00	\$396.00	\$0.00	\$0.00	\$396.00	\$10,000.00	\$0.00	Closed	2010
1-7-11	BI	\$15,100.00	\$3,071.50	\$18,171.50	\$0.00	\$0.00	\$18,171.50	\$10,000.00	\$8,171.50	Closed	2011
2-10-11	PD	\$0.00	\$62,161.89	\$62,161.89	\$210,000.00	\$119,751.29	\$391,913.18	\$10,000.00	\$381,913.18	Open	2011

Summary:													
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017			
PD	\$ 15,751.82	\$ 966.00	\$ -	\$ 381,913.18	\$ 21,503.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$	420,134.95	
BI	\$ 30,148.97	\$ 170,246.65	\$ 8,330.49	\$ 23,616.05	\$ 22,686.91	\$ 35,009.00	\$ -	\$ 44,108.73	\$ -	\$ 18,259.00	\$	352,405.80	
WD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$	2,000.00	
PLIAB	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	
OTH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	-	
SB	\$ -	\$ -	\$ -	\$ 860.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	860.61	
E&O	\$ -	\$ -	\$ -	\$ -	\$ 6,409.26	\$ -	\$ -	\$ -	\$ -	\$ -	\$	6,409.26	
	\$ 45,900.79	\$ 171,212.65	\$ 8,330.49	\$ 406,389.84	\$ 50,600.12	\$ 35,009.00	\$ -	\$ 46,108.73	\$ -	\$ 18,259.00	\$	781,810.62	

											2011
2-28-11	PD	\$0.00	\$198.00	\$198.00	\$0.00	\$0.00	\$198.00	\$10,000.00	\$0.00	Closed	
7-2-11	PD	\$0.00	\$363.00	\$363.00	\$0.00	\$0.00	\$363.00	\$10,000.00	\$0.00	Closed	2011
7-4-11	PD	\$0.00	\$440.00	\$440.00	\$0.00	\$0.00	\$440.00	\$10,000.00	\$0.00	Closed	2011
7-10-11	BI	\$2,750.00	\$2,401.50	\$5,151.50	\$0.00	\$0.00	\$5,151.50	\$10,000.00	\$0.00	Closed	2011
											2011
8-9-11	PD	\$1,308.48	\$759.00	\$2,067.48	\$0.00	\$0.00	\$2,067.48	\$10,000.00	\$0.00	Closed	
9-10-11	SB	\$3,000.00	\$7,860.61	\$10,860.61	\$0.00	\$0.00	\$10,860.61	\$10,000.00	\$860.61	Closed	2011
9-10-11	PD	\$0.00	\$1,657.00	\$1,657.00	\$0.00	\$0.00	\$1,657.00	\$10,000.00	\$0.00	Closed	2011
9-10-11	PD	\$0.00	\$1,139.50	\$1,139.50	\$0.00	\$0.00	\$1,139.50	\$10,000.00	\$0.00	Closed	2011
11-2-11	BI	\$0.00	\$2,665.00	\$2,665.00	\$0.00	\$0.00	\$2,665.00	\$10,000.00	\$0.00	Closed	2011
11-16-11	PD	\$0.00	\$517.50	\$517.50	\$0.00	\$0.00	\$517.50	\$10,000.00	\$0.00	Closed	2011
11-29-11	PD	\$0.00	\$990.00	\$990.00	\$0.00	\$0.00	\$990.00	\$10,000.00	\$0.00	Closed	2011
											2011
12-30-11	BI	\$18,500.00	\$6,944.55	\$25,444.55	\$0.00	\$0.00	\$25,444.55	\$10,000.00	\$15,444.55	Closed	
12-31-11	BI	\$0.00	\$4,727.61	\$4,727.61	\$0.00	\$0.00	\$4,727.61	\$10,000.00	\$0.00	Closed	2011
4-28-12	PD	\$17,500.00	\$14,003.95	\$31,503.95	\$0.00	\$0.00	\$31,503.95	\$10,000.00	\$21,503.95	Closed	2012
											2012
10-16-12	E&O	\$5,000.00	\$11,409.26	\$16,409.26	\$0.00	\$0.00	\$16,409.26	\$10,000.00	\$6,409.26	Closed	
11-6-12	BI	\$16,500.00	\$16,186.91	\$32,686.91	\$0.00	\$0.00	\$32,686.91	\$10,000.00	\$22,686.91	Closed	2012
11-21-12	PD	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	Closed	2012
12-22-12	BI	\$0.00	\$506.00	\$506.00	\$0.00	\$0.00	\$506.00	\$10,000.00	\$0.00	Closed	2012
4-1-13	PD	\$0.00	\$943.00	\$943.00	\$0.00	\$0.00	\$943.00	\$10,000.00	\$0.00	Closed	2013
											2013
7-15-13	PD	\$0.00	\$770.50	\$770.50	\$0.00	\$0.00	\$770.50	\$10,000.00	\$0.00	Closed	
7-18-13	BI	\$0.00	\$18,930.03	\$18,930.03	\$0.00	\$26,078.97	\$45,009.00	\$10,000.00	\$35,009.00	Open	2013
11-9-13	BI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	Closed	2013
12-11-13	PD	\$0.00	\$402.50	\$402.50	\$0.00	\$0.00	\$402.50	\$10,000.00	\$0.00	Closed	2013
6-3-14	BI	\$0.00	\$655.50	\$655.50	\$0.00	\$0.00	\$655.50	\$10,000.00	\$0.00	Closed	2014
											2015
1-21-15	BI	\$0.00	\$805.00	\$805.00	\$0.00	\$0.00	\$805.00	\$10,000.00	\$0.00	Closed	
1-22-15	BI	\$0.00	\$9,839.42	\$9,839.42	\$0.00	\$0.00	\$9,839.42	\$10,000.00	\$0.00	Closed	2015
2-11-15	BI	\$0.00	\$5,613.33	\$5,613.33	\$0.00	\$0.00	\$5,613.33	\$10,000.00	\$0.00	Closed	2015
2-21-15	BI	\$0.00	\$356.50	\$356.50	\$0.00	\$0.00	\$356.50	\$10,000.00	\$0.00	Closed	2015
2-21-15	BI	\$11,000.00	\$5,281.06	\$16,281.06	\$0.00	\$0.00	\$16,281.06	\$10,000.00	\$6,281.06	Closed	2015
3-8-15	BI	\$1,239.00	\$22,536.17	\$23,775.17	\$0.00	\$0.00	\$23,775.17	\$10,000.00	\$13,775.17	Closed	2015
6-20-15	BI	\$0.00	\$621.00	\$621.00	\$0.00	\$0.00	\$621.00	\$10,000.00	\$0.00	Closed	2015
8-31-15	BI	\$0.00	\$23,425.80	\$23,425.80	\$0.00	\$10,626.70	\$34,052.50	\$10,000.00	\$24,052.50	Open	2015
10-7-15	BI	\$0.00	\$1,081.00	\$1,081.00	\$0.00	\$0.00	\$1,081.00	\$10,000.00	\$0.00	Closed	2015
10-20-15	WD	\$2,500.00	\$4,415.44	\$6,915.44	\$0.00	\$5,084.56	\$12,000.00	\$10,000.00	\$2,000.00	Open	2015
6-9-16	BI	\$0.00	\$1,219.00	\$1,219.00	\$0.00	\$0.00	\$1,219.00	\$10,000.00	\$0.00	Closed	2016
7-20-16	BI	\$0.00	\$5,470.56	\$5,470.56	\$0.00	\$0.00	\$5,470.56	\$10,000.00	\$0.00	Closed	2016
9-23-16	BI	\$0.00	\$299.00	\$299.00	\$0.00	\$0.00	\$299.00	\$10,000.00	\$0.00	Closed	2016
											2016
9-29-16	WD	\$0.00	\$8,372.00	\$8,372.00	\$0.00	\$0.00	\$8,372.00	\$10,000.00	\$0.00	Closed	
12-14-16	BI	\$0.00	\$345.00	\$345.00	\$0.00	\$0.00	\$345.00	\$10,000.00	\$0.00	Closed	2016
4-30-17	BI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	Closed	2017
6-2-17	SB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	Closed	2017
6-13-17	BI	\$0.00	\$563.50	\$563.50	\$0.00	\$0.00	\$563.50	\$10,000.00	\$0.00	Closed	2017
7-16-17	PD	\$2,500.00	\$2,868.24	\$5,368.24	\$0.00	\$1,361.50	\$6,729.74	\$10,000.00	\$0.00	Closed	2017
8-28-17	WD	\$0.00	\$7,141.50	\$7,141.50	\$0.00	\$0.00	\$7,141.50	\$10,000.00	\$0.00	Closed	2017
10-17-17	BI	\$0.00	\$6,575.08	\$6,575.08	\$0.00	\$21,683.92	\$28,259.00	\$10,000.00	\$18,259.00	Open	2017
Total Claims:									\$781,810.62		

Loss Date	Coverage	Deductibl	Paid Loss	Paid Expense	Total Paid	Total	Recovery	Total Incurred	Status
11-25-09	Commercial	\$0.00	\$42,864.04	\$3,197.00	\$46,061.04	\$0.00	-\$40,000.00	\$6,061.04	Closed
4-19-13	Crime	\$0.00	\$11,828.03	\$1,085.97	\$12,914.00	\$0.00	\$0.00	\$12,914.00	Closed
10-10-17	Commercial	\$5,000.00	\$315,460.46	\$18,512.30	\$333,972.76	\$16,058.67	\$0.00	\$350,031.43	Open
Total Claims:								\$369,006.47	
Loss Date	Liab %	Paid Loss	Paid Expense	Total Paid	Total Reserves	Recovery	Total Incurred	Status	
9-20-13	0	\$3,129.52	\$175.00	\$3,304.52	\$0.00	\$0.00	\$3,304.52	Closed	
6-30-14	100	\$3,273.56	\$569.00	\$3,842.56	\$0.00	\$0.00	\$3,842.56	Closed	
6-28-16	0	\$4,304.00	\$0.00	\$4,304.00	\$0.00	\$0.00	\$4,304.00	Closed	
Total Claims:							\$11,451.08		



## **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:** October 22, 2019

**Report Number:** FS-2019-13

**Subject:** Budget Variance Report – August 31, 2019

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### **Recommendations**

It is recommended:

**That** Financial Services Report #FS-2019-13, Budget Variance Report – August 31, 2019, **is received.**

### **Background**

All departments have reviewed August year-to-date results in order to identify and report on variances from budget. This analysis looks at both operating and capital budgets.

Directors were also asked to provide year-end projected results to determine if we expect to be in a surplus or deficit position at the end of the year.

### **Comments**

#### **Operating Fund**

The 2019 August Variance analysis projects a year-end surplus of \$63,000 (Tax Supported surplus \$309,000 and Rate Supported deficit \$246,000).

It is important to note that the projections are based on a number of estimates that can vary significantly prior to year-end.

In formulating estimates where there is a range of expected results, Administration used the lower end of the range in order to be conservative in our projections. Significant items of note include:

<b>Budget Item</b>	<b>Amount</b>
Council – Wages and benefits projected to be under budget due to lower than anticipated increases and health enrollment numbers.	(51,000)
Corporate Shared – Supplementary taxation revenue is expected to be under budget due to less than anticipated assessment growth.	60,000
Corporate Shared – Ontario Municipal Partnership Fund (OMPF) grant revenue unfavourable due to a decrease in allocation.	8,000
Corporate Shared – Ontario Specific Grants showing favourable variance due to receipt of OCLIF cannabis grant.	(24,000)
Corporate Shared – Provincial Offences Act (POA) fines revenue trending lower than budget.	30,000
Corporate Shared – Bank Interest is projected to be greater than budget by 287,000. Excess is transferred to reserve, therefore no net impact.	0
Corporate Shared – Transfer from reserve projected to be less than budget due to lower insurance premiums.	29,000
Corporate Shared – Building Maintenance trending greater than budget due to HVAC services & air quality assessment.	6,000
Corporate Shared – Miscellaneous Service expected to come in under budget as the tax roll review was suspended pending in-house analysis. Reduces the corresponding transfer from reserve, so no net impact.	0
Corporate Shared – Tax write-off expense under budget due to lower assessment appeal activity. Larger favourable variance by year end possible.	(82,000)

<b>Budget Item</b>	<b>Amount</b>
Corporate Shared – Deficit forecast reflects the \$761,048 allocation of the 2018 surplus, which is offset by an opening surplus adjustment in the financial statement.	0
CAO – Overall wages and benefits over budget due to CAO retirement.	11,000
CAO – Contracted fundraising coordinator secured to oversee the building of the fundraising committee and program. Offset by a transfer from Tax Rate Stabilization reserve, so no net impact. (PRS-2019-12)	0
ICS – Projecting \$14,000 overall under budget due to small favourable variances in several accounts.	(14,000)
Financial Services – Wages and Benefits projected to be under budget due to temporary position vacancies and salary gapping. Retirement payout less than budget thereby reducing the corresponding Transfer from Reserve.	(121,000)
Financial Services – Professional Fee – Other expected to show variance due to policy review.	15,000
Corporate Services and Clerk – Computer Support/Software projected to be greater than budget due to webcasting and associated training.	14,000
Corporate Services and Clerk – Professional Fee - Legal anticipated to come in above budget due to a couple of ongoing legal matters.	6,000
Corporate Services and Clerk - Professional Fee - Other projected to come in under budget due to Integrity Commissioner code of conduct consultation and meeting investigations not anticipated.	(9,000)
Human Resources – Professional Fee – Legal expected to show unfavourable variance due to various employment matters.	43,000
Fire – Wages and Benefits projected to be under budget due to temporary position vacancies and salary gapping.	(9,000)



<b>Budget Item</b>	<b>Amount</b>
Fire – Gasoline anticipated to be under budget due to lower usage first eight months.	(5,000)
Fire – Dispatch expense will show favourable variance due to reduction in monthly charge for radios.	(12,000)
Fire – Insurance expense significantly under budget due to much lower premiums resulting from the Insurance RFP.	(14,000)
Police – Revenues projected to come in over budget due to a greater number of alarm registrations and parking fines.	(9,000)
Police – Contracts showing favourable variance reflective of unused contingency for contract reconciliations.	(12,000)
Building – Permit fees lower than expected due to delayed construction of midrise buildings.	58,000
Building - Wages & Benefits are projected to be favourable due to temporary position vacancy.	(25,000)
By-Law Enforcement – Wages and Benefits projected to be favourable due to temporary position vacancy.	(10,000)
By-Law Enforcement – Maintenance Service projected to be greater than budget due to enforcement costs (\$18,000), largely offset by recoveries (16,000).	2,000
Animal Control – Animal control costs projected to be unfavourable due to the receipt of delayed billings from Lakeshore Dog Pound.	23,000
Roadways – Culvert/Driveway Permits projected to be favourable than budget due to greater than estimated number of permits issued.	(9,000)

<b>Budget Item</b>	<b>Amount</b>
Roadways – Wages and Benefits projected to be unfavourable largely due to staff overtime.	25,000
Roadways – Insurance expense significantly under budget due to much lower premiums resulting from the Insurance RFP.	(20,000)
Roadways – Vehicle Parks and Service showing unfavourable variance due to a few large repairs (transmission failure and replacement, cooling repair, vehicle overhaul, etc.).	39,000
Roadways – Roadside Maintenance expected to be under budget due to work done in-house.	(10,000)
Winter Control – Salt projected to be below budget assuming average weather in November/December.	(9,000)
Street Lighting – Maintenance Service is expected to come in over budget due to additional underground faults and pole repairs.	18,000
Street Lighting – Hydro rates came in less than budget estimates resulting in a favourable variance for Utilities – Hydro and Water.	(27,000)
Transit – Lower Transfer from Lifecycle Reserve required (\$8,000) due to under expenditures across various accounts; no net impact.	0
Storm Sewer System – Miscellaneous Revenue from electricity sales to grid expected to be over budget. Offset by Transfer to Reserve so no net budget impact.	0
Storm Sewer System – Contracts projected to be unfavourable due to earth berm construction undertaken for flood preparation.	33,000
Storm Sewer System - Materials and Supplies anticipated to be over budget due to flooding supplies needed over and above what is required for general operational needs.	34,000

<b>Budget Item</b>	<b>Amount</b>
Storm Sewer System – Electricity costs projecting to be under budget due to lower commodity costs.	(12,000)
Storm Sewer System – Professional Fee – Engineer expected to show unfavourable variance due to the engagement of consultants to review potential issues associated with high lake levels.	6,000
Storm Sewer – Insurance expense under budget due to much lower premiums resulting from the Insurance RFP.	(8,000)
Storm Sewer System – Computer Support/Software projected to be favourable due to delay in a change of system.	(5,000)
Garbage Disposal – Contracts is projected to be favourable due to lower garbage volumes than anticipated.	(30,000)
Parks – OPA Green initiatives grant confirmed.	(10,000)
Parks – Wages & Benefits projected to be favourable due to temporary position vacancies & overall actual hours trending lower than estimated.	(71,000)
Parks – Gas projected to be unfavourable due to usage and carbon tax.	8,000
Parks – Vehicle Parts and Service slightly over budget due to engine repair.	5,000
Parks – Utilities – Hydro and Water are projected to be favourable due to the decrease in commodity costs.	(10,000)
Parks – Insurance expense under budget due to lower premiums resulting from the Insurance RFP.	(7,000)
Parks Buildings – Wages and Benefits projected to be favourable due to lower actual hours for students than budgeted.	(10,000)

<b>Budget Item</b>	<b>Amount</b>
Arena – Ice rentals projected to be unfavourable due to less ice-time scheduled by two major user groups as well as an overall decrease in rentals.	15,000
Arena – Advertising revenue projected to be greater than budgeted by \$7,000. Excess is transferred to reserve, therefore no impact.	0
Arena – Benefits projected to show favourable variance due to slightly lower rates.	(8,000)
Arena – Utilities – Hydro and Water are projected to be favourable due to the decrease in commodity costs as well as cost savings related to the switch to LED lighting.	(19,000)
Arena – Insurance expense significantly under budget due to much lower premiums resulting from the Insurance RFP.	(16,000)
Recreation Programs – Summer day camp favourable due to increased registrations.	(6,000)
Pool – Canada Summer Jobs grant revenue came in lower than budgeted; offset by increased sales of swim passes and other program revenues.	0
Pool – Wages and benefits over budget due to higher than anticipated recreation swims.	12,000
Planning and Zoning – Wages and Benefits projected to be under budget due to temporary position vacancy, change in rate and allocation.	(25,000)
Planning and Zoning – Professional Fee – Legal projected to be greater than budget.	7,000
Planning and Zoning – Tecumseh Hamlet Secondary Plan – Professional Fees – projected to be lower than budget due to finalization of study delayed. Reduces corresponding Transfer from Reserves so no net impact.	0

<b>Budget Item</b>	<b>Amount</b>
Planning and Zoning – Official Plan – Professional Fee Legal – anticipated to be under budget. Reduces reserve transfer so no net impact.	0
Planning and Zoning – CIP – Grant expense projected to be below budget due to less than anticipated uptake. Variance transferred to reserve so no net impact.	0
Committee of Adjustment – Wages and benefits expected to be under budget due to less per diems.	(5,000)
Committee of Adjustment – Professional Fee – Legal forecast to show favourable variance.	(5,000)
Committee of Adjustment – Professional Development coming in under budget due to lower attendance at annual conference.	(5,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated surplus.

### **Rate-Supported**

Significant variations from budget are expected to be:

<b>Budget Item</b>	<b>Amount</b>
Sanitary – Sewer Charges projected to be below budget due to lower volumes.	241,000
Sanitary – Wages and Benefits projected to be below budget as a result of salary gapping.	(17,000)
Sanitary – Contract costs for sanitary treatment are projected to be below budget due to lower volumes.	(35,000)
Sanitary – Hydro and water showing favourable due to lower commodity costs than budgeted.	(7,000)

<b>Budget Item</b>	<b>Amount</b>
Sanitary – Professional Fee – Engineer expected to come in under budget.	(5,000)
Sanitary – Sewer maintenance costs (OCWA) trending higher than budget.	6,000
Sanitary – Grant expense is projected to be favorable compared to budget due to lower than anticipated interest in the backwater valve grant program.	(61,000)
Water – Sales – Projected to be unfavorable largely due to lower than anticipated residential consumption.	251,000
Water – Wages and Benefits expected to be below budget largely due to salary gapping and student position vacancy.	(32,000)
Water – Professional Fees projected to exceed budget due to the WUC bulk water purchase agreement mediation process.	15,000
Water – Insurance expense under budget due to much lower premiums resulting from the Insurance RFP.	(12,000)
Water – Purchases projected to be below budget due to lower consumption than anticipated.	(99,000)
Water – Maintenance Service projected to be unfavorable compared to budget due to an increase in repairs and use of vac truck and outside contractors.	27,000
Water – SCADA Maintenance projected to be below budget due to the change in service providers.	(9,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated operating deficit for rate-supported departments of \$246,000.

Note: that a surplus increases the balance transferred to reserve funds to offset capital requirements.

### **Capital/Lifecycle**

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results. Items of note include:

- The tender for South Talbot Road Reconstruction and replacement of Culverts 46 and 47 was awarded to Amico Infrastructures in the amount of \$2,056,935 excluding HST. Total project costs of \$2,555,460 are under the original estimate (PWES Report No. 2018-08) of \$2,935,500. This project is still ongoing as the Town is currently working to resolve deficiencies. Anticipated surplus is approximately \$381,000.
- The tender for North County Rd 11 Sanitary Sewer was awarded to Shearock Construction Group in the amount of \$1,199,000 excluding HST. Total project costs of \$1,577,500 are under the original estimate (PWES Report No. 2018-08) of \$1,586,600. The project is ongoing, approximately 90% complete and in the restoration phase. Anticipated surplus is approximately \$9,000.
- The tender for Rehabilitation of Bridges #1004, #1013 and #1014 was awarded to South Shore Contracting in the amount of \$518,915 excluding HST. Total project cost of \$760,900 is over the original estimate (PWES Report No. 2018-08) of \$750,900. Project began in September and is approximately 25% complete. Anticipated project deficit is approximately \$10,000.
- The tender for the 2019 Supply of Vehicles was awarded to Amherstburg Chevrolet in the amount of \$78,463 excluding HST. Total cost of \$78,463 is over the original estimate (PWES Report No. 2019-07) of \$72,000 plus outfitting costs. Most of the allocation deficit will be offset by the surplus values received through auction for the respective vehicles being replaced. The Parks vehicle has been delivered and is in service and the Public Works truck is still on order. Anticipated deficit is approximately \$7,900.
- The tender for the McAuliffe Park Renovations was awarded to Vince Ferro Construction in the amount of \$326,289 excluding HST. Total project cost of \$368,852 is below the approved allocation (PRS Report No. 2018-23) of \$450,000. Construction for this project is complete. Anticipated surplus is approximately \$81,000.
- The tender for the Supply of Parks Equipment was awarded to South Point Equipment in the amount of \$36,380 plus HST. The trade in value for the replacement mowers is \$17,000. Total costs are below the approved allocation (PWES 2019-07) of \$30,000. The mowers have been delivered and are in operation. Anticipated surplus is approximately \$10,600.
- The tender for the internal lining replacement of the Elevated Water Tower was awarded to Landmark Municipal Services. Total project cost of \$456,256 is below the approved allocation (PWES Report No. 2018-08) of \$470,000. The work has been scheduled to begin in October. Anticipated surplus is approximately \$13,700.

- The tender for the purchase of a Valve Maintenance trailer was awarded to Wachs Canada in the amount of \$76,460 excluding HST. Total cost of \$77,806 is below the approved allocation (PWES Report No. 2019-17) of \$85,000. The trailer has been delivered and is in use. Anticipated surplus is approximately \$7,200.
- The tender for Architectural Services Town Hall Expansion was awarded to Archon Architects in the amount of \$128,900 excluding HST. Total project cost of \$131,169 is below the approved allocation (CAO Report No. 2019-03) of \$160,000. The architects are in the process of producing construction drawings and the construction tender will be available in October. Anticipated surplus is approximately \$28,800.
- The tender for Tar & Chip, which includes Crack Sealing, was awarded to Shepley Road Maintenance in the amount of \$218,500 excluding HST. Total project costs of \$222,346 are above the approved allocation (PWES Report No. 2018-08) of 200,000. The tender is based on estimated quantities. The final actual costs will be determined based on actual quantities required. A substantial portion of the work has been completed. Crack sealing is still in progress.
- The tender for Asphalt Paving was awarded to Coco Paving in the amount of \$1,041,000 excluding HST. Total project costs of \$1,059,322 are below the approved allocation (PWES 2018-08) of \$1,100,000. All asphalt paving work has been completed. Anticipated surplus is approximately \$40,600.

Carry over projects continue while approvals for 2019 projects are ongoing. Project surplus/deficits reduce the amount of reserve funds required and are adjusted through increasing or decreasing the transfer from reserve.

## **Consultations**

All Departments

## **Financial Implications**

Although early forecasts indicate an operating surplus of \$63,000, it is important to note that projections are based on a number of estimates which can vary prior to year-end. Administration will continue to closely monitor the budget.



## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐      Social Media ☐      News Release ☐      Local Newspaper ☐

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

Prepared by:

Nick Meloche, CPA, B.Com  
Financial Analyst Revenue

Reviewed by:

Zora Visekruna, MBA  
Deputy Treasurer & Tax Collector:

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	August 31, 2019 Operating Budget Variance Summary

**Town of Tecumseh**  
**August 31, 2019 Operating Variance Summary**  
**Summary of All Units**

**Attachment 1**

Department	2019 Approved Budget	2019 Year End Forecast	2019 Forecast Surplus/Deficit
<b>Tax Supported</b>			
Council	461,233	404,719	(56,514)
Corporate Shared	(15,693,789)	(14,914,157)	779,632
Administration	3,001,463	2,925,803	(75,660)
Fire	1,273,669	1,227,120	(46,549)
Police	3,329,322	3,294,408	(34,914)
Conservation Authority	270,520	271,541	1,021
Building	182,933	198,406	15,473
Other Protection	96,718	114,729	18,011
Emergency Measures	28,750	24,780	(3,970)
Public Works	2,095,634	2,103,814	8,180
Transit	84,152	84,152	0
Storm Sewers	417,504	462,589	45,085
Garbage Collection/Disposal	1,458,500	1,429,309	(29,191)
Golden Age Club	15,800	14,658	(1,142)
Parks	1,418,902	1,326,132	(92,770)
Arena	637,973	591,693	(46,280)
Pool	102,632	111,398	8,766
Recreation Other	39,700	36,504	(3,196)
Libraries & Culture	55,438	51,662	(3,776)
Planning & Zoning	722,946	693,169	(29,777)
<b>Tax Supported</b>		452,429	452,429
<b>Opening Surplus (shown under Corp. Shared)</b>		(761,048)	(761,048)
<b>Total Tax Supported 2019 Budget Variance</b>		(308,619)	(308,619)
<b>Rate Supported<sup>1</sup></b>			
Sanitary Sewers		115,855	115,855
Waterworks System		129,661	129,661
<b>Total Rate Supported</b>		245,516	245,516
<b>Total Summary of All Units</b>		(63,103)	(63,103)

<sup>1</sup>Sanitary Sewer and Waterworks System overall budgets each net to \$0. An unfavourable variance decreases the amount transferred to the reserve fund, thereby reducing the funds available for capital purposes.



## 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:** October 22, 2019

**Report Number:** PBS-2019-37

**Subject:** James Sylvestre Developments Ltd. Development Agreement  
Elderberry Court (Strawberry Ridge Phase 4)  
Assumption of Services  
OUR FILE: D12 SYLSTR

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### Recommendations

It is recommended:

**That** a resolution assuming the services for the James Sylvestre Developments Ltd. (Elderberry Court) Residential Development Agreement **be approved and passed**, as of October 22, 2019.

### Background

In 2013, Council approved the entering into of a development agreement with James Sylvestre Developments Ltd. ("the Owner") that facilitated the construction of a subdivision consisting of 19 single unit dwelling lots on a 2.3 hectare triangular parcel of land generally located north of County Road 42 and west of County Road 19 (Manning Road). The subject property is abutted by the Wildberry Crescent residential subdivision to the west, the Hydro One Corridor to the northeast and a vacant commercial property to the south (see Attachment 1).

The development agreement established servicing requirements and other matters related to the subject development, such as financial contributions toward the planting of trees within the municipal boulevard and the conveyance of land for parkland dedication and stormwater management purposes.

## **Comments**

The Owner has now completed the services and other matters required as conditions precedent to the assumption of the services as stipulated in the agreement.

A pre-assumption inspection was conducted by Public Works and Environmental Services for the development on September 4, 2019. There were a number of deficiencies identified that needed to be addressed to the Town's satisfaction prior to the Town assuming the Municipal Services (storm sewer infrastructure, sanitary sewer infrastructure, water infrastructure, roads and sidewalks/trails).

The deficiencies identified during the September 4, 2019 inspection have now been addressed to the Town's satisfaction. In addition, the Owner's consulting engineer, Stantec Consulting Ltd., has provided a Final Acceptance and Assumption Letter for this development (see Attachment 2).

Based on the foregoing, Public Works & Environmental Services has recommended that the Municipal Services in the James Sylvestre Developments Ltd. Development Agreement be assumed as part of the Town's infrastructure as of October 22, 2019 (see Attachment 3). It is therefore appropriate to assume the services as municipal infrastructure in accordance with the requirements of the development agreement.

## **Consultations**

Public Works & Environmental Services

## **Financial Implications**

None

## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP  
Manager Planning Services

Reviewed by:

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

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Subject Property Map
2	Owner's Consulting Engineer's Correspondence
3	Director Public Works and Environmental Services Memo







**Stantec Consulting Ltd.**  
140 Ouellette Place, Suite 100  
Windsor ON N8X 1L9  
Tel: (519) 966-2250  
Fax: (519) 966-5523

October 8, 2019  
File: 165601337

**Attention: John Henderson**  
**Manager of Engineering Services**

917 Lesperance Road  
Tecumseh, Ontario  
N8N 1W9

Dear Mr. Henderson,

**Reference: Strawberry Ridge – Phase 4**

Stantec attended the site throughout construction of the Strawberry Ridge Phase 4 development. We reviewed the construction of the site servicing as per the approved drawings and specifications.

We also attended the site throughout the maintenance period to review the status of outstanding deficiencies. The previously noted deficiencies of the developer have been repaired.

The works are in general conformance with the development plans as approved by the Town.

We recommend that the municipality accept and assume the municipal services for this development and release any remaining security deposits/holdbacks to the Owner.

If you have any questions, please contact the undersigned.

Respectfully yours,

**STANTEC CONSULTING LTD.**

A handwritten signature in blue ink that reads "Clarence Jubenville".

Clarence Jubenville, P. Eng.  
Senior Project Manager  
Phone: (519) 966-2250 Ext. 241  
Fax: (519) 966-2253  
Clarence.Jubenville@stantec.com

c. Jim Sylvestre – James Sylvestre Developments Ltd.

ai w:\active\165601337\_strawberry\_ridge\_ph\_4\construction\correspondence\let\_165601337\_tecumseh\_bartnik\_acceptance\_20191008.docx



## **Town of Tecumseh**

### **Memo**

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**To:** Brian Hillman, Director Planning and Building Services  
**From:** Phil Bartnik, Director of Public Works and Environmental Services  
**Date:** October 8, 2019  
**Re:** James Sylvestre Developments Ltd. Development Agreement (Elderberry Court)

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Brian,

An inspection was conducted for the James Sylvestre Developments Ltd. residential development (Elderberry Court) on September 4, 2019. There were a number of deficiencies identified that needed to be addressed to the Town's satisfaction prior to the Town assuming the Municipal Services (storm sewer infrastructure, sanitary sewer infrastructure, water infrastructure and roads).

With the exception of a minor gravel path grading issue near the pond, all deficiencies identified during the September 4, 2019 inspection have now been addressed to the Town's satisfaction. The Developer is meeting with the Town Parks Department today to address the minor grading issue which is expected to be resolved this week. In addition, Stantec Consulting Ltd. provided the attached October 8, 2019 letter recommending that the municipal services for this development be assumed by the Town.

Accordingly, please accept this as the Town Engineer's recommendation that the Municipal Services (storm sewer infrastructure, sanitary sewer infrastructure, water infrastructure and roads) in the James Sylvestre Developments Ltd. residential development (Elderberry Court) be assumed as part of the Town's infrastructure as of October 22, 2019 provided that all other conditions of the Development Agreement have been satisfied.

Regards,

A handwritten signature in black ink, appearing to read "Phil Bartnik", written over a light blue horizontal line.

Phil Bartnik, P.Eng.  
Director of Public Works and Environmental Services



## 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:** October 22, 2019

**Report Number:** PBS-2019-38

**Subject:** Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
12000 Tecumseh Road (Villa Pia Investments)  
Planning, Design and Architectural Grant and  
Planning Application and Permit Fee Grant Programs  
OUR FILE: D18 CIPFIP - CIP-04/19

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### Recommendations

It is recommended:

**That** the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 12000 Tecumseh Road (Roll No. 374401000001900), **be deemed eligible and approved** for the:

- i. Planning Design and Architectural Grant Program in the amount of \$3,000; and
- ii. Planning Application and Permit Fee Grant Program in the amount of \$1,075

in relation to the design and site plan application for the proposed construction of a new commercial building on the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2019-38.

### Background

The Council-adopted Tecumseh Road Main Street Community Improvement Plan (CIP) applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the



east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land.

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



## Comments

### Proposal

#### Background and Current Proposal

Over the past few years, Town Administration has met with the Owner of the commercial property located at 12000 Tecumseh Road (see Attachments 2 and 2A for location) regarding its long term uses and design. The subject property is currently occupied by the Frank Brewing restaurant/brewery (see image below) with the balance of the lot being used for auto-related uses. It is the ultimate intent of the Owner to replace the auto-related uses on the property with new commercial/residential uses through the gradual redevelopment of the entire property.



In 2016, the Owner applied for and was granted a \$2,000 CIP grant to assist in the construction of the outdoor patio associated with the aforementioned restaurant/brewery.

In recent weeks, the Owner met with Town Administration to discuss a proposed stand-alone commercial building on the property that would be located along Tecumseh Road to the southwest of the restaurant/brewery. To assist in meeting the design/architectural guidelines of the CIP, the Owner is retaining the services of an architect. Accordingly, he is requesting CIP funding toward the expense of the preparation of architectural drawings as well as costs

associated with the requisite Site Plan Control application. Grants to assist with these costs are contemplated by the CIP subject to meeting the design guidelines established in the CIP.

## **Proposed Grant Details**

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the Planning, Design and Architectural Grant Program for \$3,000 and the Planning Application and Permit Fee Grant Program for \$1,075. (Note: HST is not included as part of the grant.) As required by the CIP, the Owner has provided two reliable cost estimates for the costs related to the preparation of architectural/engineering drawings for the proposed development, as identified below:

John Gillis & Associates Inc. - \$22,000

Argent Architecture Design - \$24,500

The requested amount of \$3,000 represents the maximum amount of grant available (50% of the total eligible costs or up to \$3,000), as established by the selected preferred quote of John Gillis & Associates Inc.

It should be noted that the \$1,075 being sought under the Planning Application and Permit Fee Grant Program represents the Town application fee cost for the Site Plan Control application that will be required prior to development taking place. This grant provides funding of up to \$2,000 towards the costs of permit fees paid for approved projects.

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

## **Next Steps**

Upon Council approval, a letter from the Town to the Owner advising of Council's approval will represent a grant commitment. The CIP establishes the following with respect to the Planning, Design and Architectural Grant Program:

- i) the Owner will have a period of six months to start the works and one year to complete the proposed works from the date of Council approval;
- ii) extensions will be considered on a case-by-case basis; and

- iii) an application may be cancelled if work does not commence within the six-month period or if the approved works are not completed within a one-year period from the date of Council approval.

Upon completion of the works, Administration will conduct a review of the work to ensure all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, and upon the receipt of invoices from the Owner and proof of payment, the Grant will be issued.

With respect to the Planning Application and Permit Fee Grant Program, once the Owner finalizes the required site plan control drawings and executes a site plan control agreement with the Town, the cost associated with the Site Plan Control application will be refunded to the Owner.

## **Consultations**

Financial Services  
Fire & Emergency Services

## **Financial Implications**

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

The 2019 budget includes CIP grant funding of \$125,000. An additional \$106,053 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$231,053 in funds available for 2019. To date, three other applications have been approved during 2019, thus the current available funding total is \$217,615.

Upon approval of the recommendation of this report, remaining available program funds for 2019 will be \$213,540 as referenced in the tables in Attachments 3A and 3B.



## Link to Strategic Priorities

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

## Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP  
Manager Planning Services

Reviewed by:

Tom Kitsos, CPA, CMA, BComm  
Deputy Treasurer & Tax Collector

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

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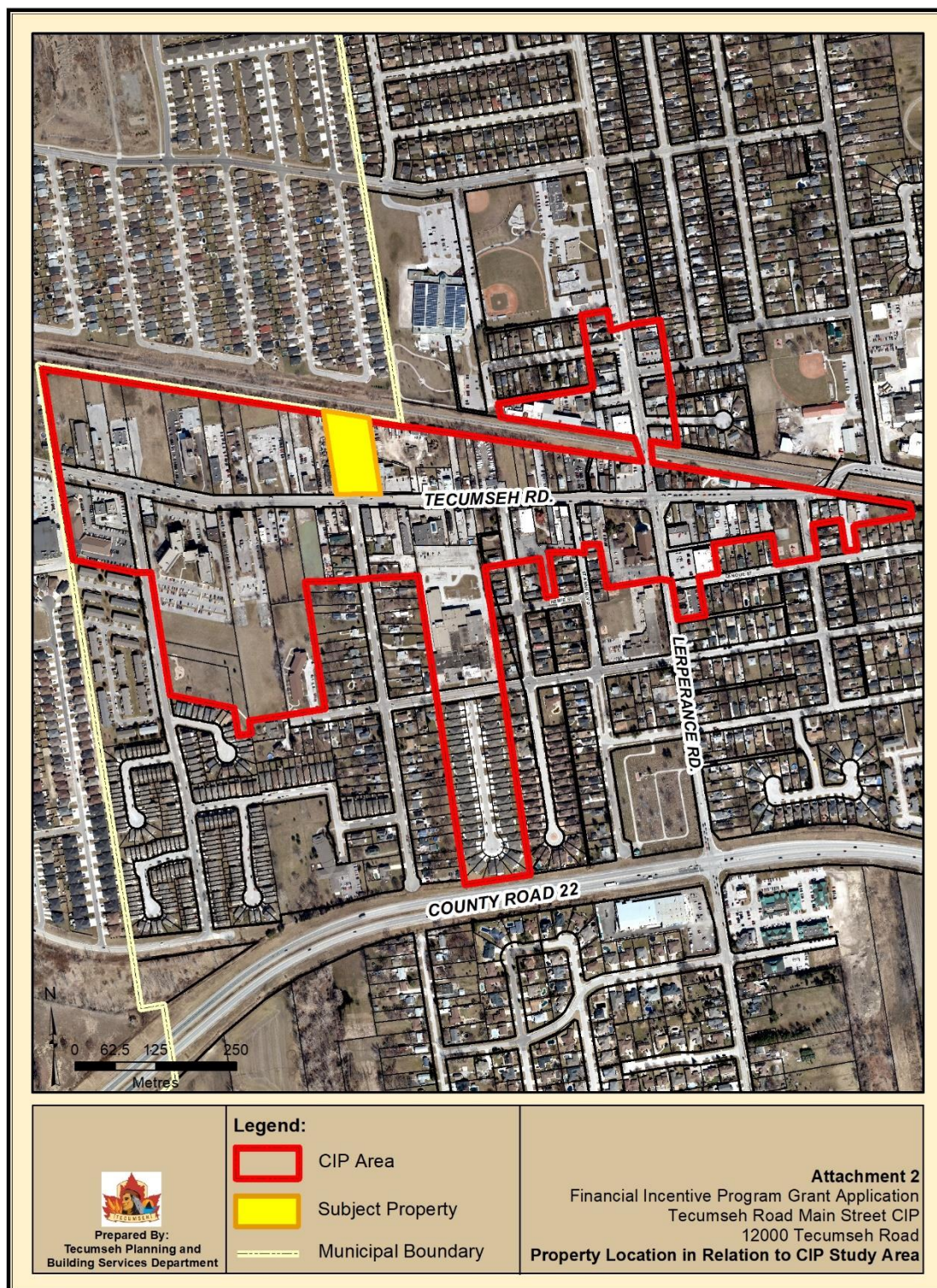
<b>Attachment Number</b>	<b>Attachment Name</b>
1	CIP Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View
3A	CIP Incentives Financial Summary Chart No. 1
3B	CIP Incentives Financial Summary Chart No. 2

**Attachment 1**  
**Financial Incentive Program Grant Application**  
**Tecumseh Road Main Street Community Improvement Plan**  
**12000 Tecumseh Road**  
**CIP Support Programs and Incentives Summary**

**11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY**

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









**Attachment 3A**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
12000 Tecumseh Road  
**CIP Incentives Financial Summary Chart No. 1**

<b>CIP Incentives Summary - Year-to-Date October 22, 2019</b>				
<b>Grant Program</b>	<b>Annual Program Allocation Limit</b>	<b>Projects Committed</b>	<b>Projects Proposed</b>	<b>Paid</b>
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 3,000	\$ 3,000	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ 1,075	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ 10,438		\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	<b>\$ 417,000</b>	<b>\$ 13,438</b>	<b>\$ 4,075</b>	<b>\$ -</b>
<b>Actual Budget Allocations:</b>				
2019	\$ 125,000			
Prior Years - Carry-forward	\$ 106,053			
<b>Total Available for 2018</b>	<b>\$ 231,053</b>			
2019 Annual Funding Shortfall including carry-overs	\$ (185,947)			
<b>Total Available for 2019 less Projects Committed</b>		<b>\$ 217,615</b>		
<b>Remaining Available less Projects Proposed</b>			<b>\$ 213,540</b>	

**Attachment 3B**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
12214 Tecumseh Road  
**CIP Incentives Financial Summary Chart No. 2**

CIP Approved Projects and Funding Since Inception									
Project Code / Year	Project Name	1	2	3	4	5	6	7	8
CIP-01/16	Buckingham Realty	\$ 1,475							
CIP-02/16	Frank Brewing Co.							\$ 2,000	
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784					
CIP-04/16	Valente Development Corp.			\$ 80,003					
CIP-02/17	Valente Development Corp.			\$ 78,120					
CIP-03/17	Lesperance Plaza Inc				\$ 15,000				
CIP-04/17	St. Anne Church				\$ 15,000				
CIP-05/17	Carrots N Dates							\$ 2,000	
CIP-06/17	Buckingham Realty				\$ 15,000				
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000							
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society							\$ 1,000	
CIP-03/18	Buckingham Realty		\$ 600						
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000			
CIP-05/18	12357 Tecumseh Road - Bosely Hair					\$ 20,000			
CIP-06/18	Team Goran Inc.				\$ 4,000				
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000							
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000				
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562						
CIP-01/19	11958 Tecumseh Road	\$ 3,000							
CIP-02/19	12222 Tecumseh Road						\$ 10,000		
CIP-03/19	Buckingham Realty						\$ 438		
	<b>Total</b>	<b>\$ 10,475</b>	<b>\$ 3,162</b>	<b>\$ 244,323</b>	<b>\$ 79,000</b>	<b>\$ 60,000</b>	<b>\$ 10,438</b>	<b>\$ 4,000</b>	<b>\$ 1,000</b>
									<b>\$ 412,398</b>
									<b>GRANT PAID</b>



## UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
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
02/19	March 26, 2019		Succession Plan	A request is made for a formal Succession Planning Policy.	CS	Draft Succession Plan Policy is being Considered by SMT.

## **Motion –** October 22, 2019 Regular Meeting of Council

### **Background:**

At the October 8, 2019, Regular Meeting of Council, Councillor Andrew Dowie gave notice of his intention to bring a Motion before Council to consider regarding consultation by Canada Post with municipalities on the locating or relocating of Community Mail Boxes (CMBs).

In 2015, Canada Post transitioned from door-to-door mail service and began installing new CMBs within the Town.

As the Town's opposition to the transition to CMB was not successful, it has encouraged a collaborative approach by Canada Post in determining appropriate locations for CMBs as the Town has in-depth knowledge of local areas, neighbourhoods, and community safety.

### **Resolution:**

The following Resolution is proposed for Council's consideration:

Moved by: Councillor Andrew Dowie

Seconded by:

**Whereas** one of the five strategic priorities adopted by the Council of The Corporation of the Town of Tecumseh (Town) is to make the Town an even better place to live, work and invest through a shared vision for our residents and newcomers;

**And Whereas** the Town supports collaboration with organizations to pursue common goals in promoting the Town and local businesses;

**And Whereas** the Town has in-depth knowledge of local areas, neighbourhoods, and community safety.

**Now Therefore Be It Hereby Resolved That** the Town encourages Canada Post to consult with its Administration prior to making any decisions regarding the locating and relocating of Community Mail Box locations within the Town's limits.

**The Corporation of the Town of Tecumseh**

**By-Law Number 2019 - 74**

Being a by-law to confirm the proceedings of the October 22, 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 October 22, 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 October 22, 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 22nd day of October, 2019.

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Gary McNamara, Mayor

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Laura Moy, Clerk