

Regular Council Meeting Agenda

Tuesday, January 14, 2020, 7:00 pm
Tecumseh Arena - Horwood Room, 1st Floor
12021 McNorton Street
Tecumseh, ON N8N 3C7

Pages

A. Order		
B. Moment of Silence		
C. National Anthem		
D. Roll Call		
E. Disclosure of Pecuniary Interest		
F. Minutes		
1. Regular Council Meeting - December 10, 2019		5 - 26
2. Special Council Meeting, December 10, 2019 - Water and Wastewater Master Plan		27 - 28
3. Special Council Meeting, December 3, 2019 - Joint Meeting with the Town of Lakeshore		29 - 31
G. Supplementary Agenda Adoption		
H. Delegations		
1. Karen Silani, Clerk Parks and Recreation Re: Retirement		
I. Communications - For Information		32 - 33
1. Township of Huron-Kinloss dated December 17, 2019 Re: Review of the existing Conservation Authorities Act, 1990, R.SO 1990, c.C27		34 - 34
a. County of Simcoe dated December 11, 2019 Re: Conservation Authority Exit Clause		35 - 37
2. Township of Stone Mills dated December 27, 2019 Re: Support Resolution for Conservation Authorities		38 - 39

3.	Public Information Centre No. 2	40 - 41
	Re: Oldcastle Stormwater Master Plan	
4.	Water and Wastewater Master Plan Update	42 - 43
	Re: Notice of Completion	
5.	Township of La Vallee dated January 9, 2020	44 - 44
	Re: 911 Misdials	
a.	Township of Nipigon dated January 9, 2020	45 - 45
	Re: 911 Misdials	
6.	Town of Deep River dated January 8, 2020	46 - 47
	Re: Premiers to Develop Nuclear Reactor Technology	
7.	Town of Amherstburg dated December 10, 2020	48 - 52
	Re: Municipal Modernization Program and Service Delivery Review	
J.	Communications - Action Required	
K.	Committee Minutes	
1.	Senior Advisory Committee - December 5, 2019	53 - 56
2.	Town of Tecumseh Business Improvement Area Meeting Minutes dated November 13, and December 10, 2019	57 - 70
L.	Reports	
1.	Corporate Services & Clerk	
a.	CS-2020-01 2019 Open and Closed Meetings	71 - 76
2.	Parks & Recreation Services	
a.	PRS-2020-01 2020-2024 Arena and Pool Five (5) Year Capital Works Plan	77 - 87
3.	Planning and Building Services	
a.	PBS-2020-01 CIP Grant, 11865 Tecumseh Road	88 - 99
b.	PBS-2020-02 Site Plan Control Agreement, 11957 Tecumseh Road	100 - 135
c.	PBS-2020-03 CIP Grant, 11957 Tecumseh Road	136 - 147

4. Public Works & Environmental Services

- | | | |
|----|--|-----------|
| a. | PWES-2020-02 Request for Repair and Improvement to the Merrick Creek Drain, Appointment of Drainage Engineer | 148 - 161 |
| b. | PWES-2020-03 Request for Repair and Improvement to the Dawson Drain, Appointment of Drainage Engineer | 162 - 174 |

M. By-Laws

- | | | |
|----|---|-----------|
| 1. | By-Law 2020-01

Being a by-law to amend By-law No. 2019-10 being a by-law to appoint directors to the Board of Management for the Business Improvement Area for the term of Tecumseh Council 2019-2022 | 175 - 176 |
| 2. | By-Law 2020-02

Being a by-law to appoint signing authorities for the financial affairs of The Corporation of the Town of Tecumseh. | 177 - 178 |
| 3. | By-Law 2020-03

Being a by-law to authorize entering into an Amending Agreement to the Agreement of Purchase and Sale between The Corporation of the Town of Tecumseh and Briday Inc. for the sale of the McColl Lands. | 179 - 180 |
| 4. | By-Law 2020-04

Being a by-law to authorize the execution of an Easement Amending Agreement between The Corporation of the Town of Tecumseh and 2041235 Ontario Ltd. | 181 - 189 |
| 5. | By-Law 2020-05

Being a by-law to authorize the execution of an Easement Amending Agreement between The Corporation of the Town of Tecumseh and Clement Lachance and Eugene Charles Lachance. | 190 - 198 |
| 6. | By-Law 2020-06

Being a bylaw to provide for the repair and improvements to the West Branch of the East Branch Delisle Drain | 199 - 283 |
| 7. | By-Law 2020-07

Being a bylaw to provide for the repair and improvements to the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain | 284 - 387 |

N. Unfinished Business

1. January 14, 2019 388 - 389

O. New Business

P. Motions

1. In-Camera Meeting
2. Confirmatory by-law
- a. By-Law 2020-08 390 - 390

Being a by-law to confirm the proceedings of the January 14, 2020 regular meeting of the Council of The Corporation of the Town of Tecumseh.

Q. Notices of Motion

R. Next Meeting

Tuesday, January 28, 2019

5:00 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

Meetings are held at the Tecumseh Arena in the Horwood Room due to Town Hall renovations.

S. Adjournment

Regular Meeting of Council

Minutes

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

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

Also Present: Chief Administrative Officer, Margaret Misk-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director Fire Services & Fire Chief, Wade Bondy
Director Information & Communication Services, Shaun
Fuerth
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom
Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer
Alexander
Manager Water & Wastewater, Denis Berthiaume
Manager Parks & Horticulture, Casey Colthurst
Manager Water & Wastewater, Brad Dupuis
Manager Facilities, Ray Hammond
Manager Committee & Community Services, Christina Hebert
Manager Engineering Services, John Henderson
Manager Planning Services Chad Jeffery
Manager Roads & Fleet, Kirby McArdle
Manager Strategic Initiatives, Lesley Reeves

A. Order

The Mayor calls the meeting to order at 7:05 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 Minutes - November 26, 2019

2. Special Council Meeting - November 26, 2019 - Committee Applications and Award Nominations

Motion: RCM - 384/19

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

That the minutes of the November 26, 2019 Regular Meeting of Council and the November 26, 2019 Special Meeting of Council as were duplicated and delivered to the members, **be adopted**.

Carried

G. Supplementary Agenda Adoption

H. Delegations

1. Local Government Week Award Winners

Time Capsule Winner, Maya Wadi

Essay Winner 1st Place, Allisyn Teti

Essay Winner, 2nd Place, Alex Acanne

The Members of Council extend congratulations to the Local Government Week Award Winners.

2. Denis Berthiaume, Manager Water and Wastewater

Re: Retirement

The Members of Council extend gratitude and congratulations to Mr. Berthiaume's dedicated years of public service and upcoming retirement.

3. Jeff Sylvestre, James Sylvestre Developments Ltd.

Re: Sylvestre Drive Sanitary Sewer Extension Class EA and Storm Drainage Master Plan and 2020 Budget

Josette Sylvestre presents her concerns with the Sylvestre Drive sanitary sewer extension and environmental assessment. The Mayor requests for her speaking notes be submitted and filed with the Clerk.

4. Steven Valente, Secretary and Robert Millson, Legal Counsel for 2041235 Ontario Ltd.

Re: Storm Drainage Master Plan and 2020 Budget

Robert Millson, on behalf on Steven Velente, a landowner on the Manning Road Secondary Road Planning Area (MRSRPA) raises a question regarding the Storm Water Drainage Master Plan and an item in the Budget for a pond design and construction. He requests for clarification and breakdown of the financial costs associated to this project. The Director Public Works & Environmental Services explains that more financial details on this project can be found in the Report to Council PWES-2019-49 2020-2024 Five Year Capital Works Plan, on the agenda.

I. Communications - For Information

1. Minister of Heritage, Sport, Tourism and Cultural Industries dated November 6, 2019

Re: Acknowledgement Letter

2. City of Windsor dated November 18, 2019

Re: City Council Decision on Windsor Essex County Environment Committee - Climate Change Emergency Declaration

3. Municipality of South Huron dated November 18, 2019

Re: Provincial Consultation of the Transformation of Building Services in Ontario

4. Township of Greater Madawaska dated November 18, 2019

Re: Support for ministers to allow for electronic delegation

Motion: RCM - 385/19

Moved by Councillor Tania Jobin

Seconded by Councillor Bill Altenhof

That Communications - For Information 1 through 4 as listed on the Tuesday, December 10, 2019 Regular Council Agenda, **be received.**

Carried

J. Communications - Action Required

There are no Communications- Action Required items presented to Council.

K. Committee Minutes

1. Youth Advisory Committee Minutes - November 25, 2019

Motion: RCM - 386/19

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That the minutes of the November 25, 2019 Youth Advisory Committee meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

2. Heritage Committee Minutes - November 25, 2019

Motion: RCM - 387/19

Moved by Councillor Tania Jobin

Seconded by Councillor Bill Altenhof

That the November 25, 2019 minutes of the Heritage Committee meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

3. Cultural and Arts Advisory Committee Minutes - November 25, 2019

Motion: RCM - 388/19

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That the November 25, 2019 minutes of the Cultural and Arts Advisory Committee meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

4. Tecumseh Accessibility Advisory Committee Minutes - November 25, 2019

Motion: RCM - 389/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

That the November 25, 2019 minutes of the Tecumseh Accessibility Advisory Committee meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

L. Reports**1. Chief Administrative Officer****a. CAO-2019-12 Climate Change Emergency Declaration****Motion: RCM - 390/19**

Moved by Councillor Brian Houston

Seconded by Deputy Mayor Joe Bachetti

Whereas the most recent report by the UN Intergovernmental Panel on Climate change (IPCC) has indicated that within less than 12 years, in order to keep the global average temperature increase to 1.5 degrees Celsius and maintain a climate compatible with human civilization, there must be a reduction in carbon emissions of about 45% from 2010 levels, reaching net zero carbon emissions by 2050; and

Whereas based on current projections of the future impacts of human caused climate change, climate change will adversely impact Windsor-Essex's local economy, damage local infrastructure and property, put a strain on municipal budgets and result in significant economic and health burdens for the constituents of Windsor-Essex, particularly our vulnerable populations; and

Whereas climate change will jeopardize the health and survival of many local plant and animal species, as well as their natural environments and ecosystems; and

Whereas Windsor-Essex is already experiencing large and increased climate change impacts, including but not limited to overland flooding, heavy rain event flooding, emergence of invasive species, an increased number of high heat days, the rise of vector borne diseases, the re-emergence of blue-green algae and harmful algal blooms in our lakes and rivers; and

Whereas municipalities are understood to produce and/or have regulatory jurisdiction over approximately 50% of carbon emissions in Canada; and

Whereas the County of Essex joins the Government of Canada and 444 Canadian municipalities (including Vancouver, Ottawa, Montreal, and 18 other Ontario municipalities, among them Chatham-Kent, Sudbury, Sarnia, Guelph, and Kingston) that have declared climate emergencies, some of which are also implementing strategic plans in order to help reduce global carbon emissions and mitigate the impacts of climate change; and

Whereas the City of Windsor, the Essex Region Conservation Authority (ERCA) and the Windsor Essex County Health Unit (WECHU) are committed to and currently undertaking city and regional climate change planning, encompassing both mitigation and adaptation, in partnership with others; and

Whereas the County of Essex, the Essex Region Conservation Authority (ERCA), local municipalities in Essex County, in partnership with other community stakeholders, are undertaking a Regional Community Energy Plan to assist the County of Essex and local municipalities to align with provincial and federal energy policies and programs; and

Whereas this emergency is an opportunity to bring together County, City and Local municipal governments, as well as regional stakeholders to work together on climate change planning and implementation with the aim of protecting our region and contributing to greater national and global climate change response; and

Whereas implementing climate action and making a transition to a low-carbon economy also represents a significant opportunity to stimulate economic growth, increase job opportunities and develop new technologies;

Therefore be it resolved that the Council of The Corporation of The Town of Tecumseh declare a Climate Emergency in the knowledge that this is an emergency with no foreseeable conclusion which will require robust and permanent changes in how municipalities conduct their business;

And that in response to this emergency, the need to reduce overall emissions from the Town of Tecumseh as well as continue to prepare for Windsor-Essex County's climate future are deemed to be high priorities when considering budget direction and in all decisions of Council;

And further that the Town Administration be directed to identify priority action items, implementation measures and cost requirements for those programs and services it is responsible for, to accelerate and urgently work towards the reduction of emissions and preparing for our climate future.

Carried

2. Corporate Services & Clerk

a. CS-2019-43 Urban Hens

Motion: RCM - 391/19

Moved by Councillor Brian Houston

Seconded by Councillor Andrew Dowie

That Report CS-2019-43 Urban Hen Licensing Pilot Program – Public Information Centre **be received**;

And that a by-law **be prepared** to approve the Urban Hen Licensing Pilot Program for a two-year period, and include provisions for an appeal

process, and amend the hen definition by removing the 4-month age requirement, to allow for pullets.

Carried

- b. CS-2019-44 Alley Closing Policy, Public Consultation Results

Motion: RCM - 392/19

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That Report CS-2019-44 Alley Closing Policy – Public Consultation Results, **be received**.

And that the proposed Alley Closing Policy, **be approved**.

Carried

- c. CS-2019-45 Servicing of Monroe Island - 454 Brighton Road, Lakeshore

Motion: RCM - 393/19

Moved by Councillor Bill Altenhof

Seconded by Deputy Mayor Joe Bachetti

That Report CS-2019-45 regarding servicing of Monroe Island – 454 Brighton Road, Lakeshore **be received**;

And that Administration **be authorized** to negotiate the terms of an Agreement, between the Town of Lakeshore and the owner of 454 Brighton Road for road access and municipal services by way of the owner's lands located at 440 Brighton Road, in the Town of Tecumseh;

And further that terms of negotiation for an Agreement **be predicated** as outlined in Report CS-2019-45;

And furthermore that once an Agreement has been negotiated, that it **be presented** to Council for consideration and adoption by by-law;

And furthermore over that subject to a request from the Town of Lakeshore, the Town of Tecumseh cooperate to **undertake a boundary adjustment** to bring Monroe Island into the Town of Tecumseh.

Carried

- d. CS-2019-46 Management and Non-union Administrative Support Staff and Council Economic Salary Adjustment for 2020

Motion: RCM - 394/19

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That an annual economic adjustment for 2020 of 2.0% be approved, effective January 1, 2020, for the Management and Non-union Administrative Support Staff Salary Schedule (Salary Grid), in accordance with the Compensation and Salary Administration Policy No. 67;

And that an annual economic adjustment for 2020 be approved as follows, in accordance with By-Law No. 2006-84, as amended, being a by-law to provide for the remuneration of Members of Council:

Mayor 2.0%

Deputy Mayor 0.5%

Councillors 1.0%

Carried

3. Financial Services

- a. FS-2019-14 Administrative Fees and Charges 2020

Motion: RCM - 395/19

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

That By-law 2019-81 being a by-law prescribing a tariff of administrative fees and charges for 2020 **be approved.**

Carried

4. Fire & Emergency Services

- a. FIRE-2019-08 2020-2024 Fire Equipment Five (5) Year Capital Works Plan

Motion: RCM - 396/19

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That the following equipment purchases for 2020, **be approved:**

No.	Project	Previously Approved	Requested for 2020	Total Costs
	Fire Equipment			
1	4 Swiss Phone pagers		3,000	3,000
2	8 Firefighter helmets		4,000	4,000
3	10 Leather boots		5,000	5,000
4	8 Sets of firefighter bunker gear		20,800	20,800
				0
	Sub-total	0	32,800	32,800
				0
	Fire Equipment Lifecycle Reserve	0	32,800	32,800

And that the equipment purchases **be funded** through the Fire Equipment Lifecycle Reserve;

And further that Appendix A: Town of Tecumseh 2020-2024 Fire Five (5) Year Capital Works Plan **be approved**.

Carried

5. Parks & Recreation Services

a. PRS-2019-15 Buildings Five (5) Year Capital Works Plan

Motion: RCM – 397/19

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Toniai

That the following renovations and repairs projects to Municipal Buildings and facilities **be approved**:

No.	Buildings	Previously Approved	Requested for 2020	Total Costs
1	Town Hall Environmental Control System	--	\$30,000	\$30,000
2	Environmental Building Interior Upgrades	--	\$15,000	\$15,000
3	Environmental Bldg Garage Exhaust System	--	\$22,000	\$22,000
4	St Clair Beach Community Centre Upgrades	--	\$12,000	\$12,000
5	Cada Library Architect Contract	--	\$60,000	\$60,000
6	Town Hall HVAC Replacement (3) Units	--	\$30,000	\$30,000
7	Town Hall Flooring Replacement	--	\$80,000	\$80,000
8	Carling Pavilion Replacement	--	\$45,000	\$45,000
9	St. Mary's Pavilion Roof Replacement	--	\$10,000	\$10,000
10	McCord Lane PW Salt Shed Roof	--	\$50,000	\$50,000
11	Fire Hall #1 Concrete Pad Refurbishment	--	\$20,000	\$20,000
	Sub-total	--	\$374,000	\$374,000
	Municipal Modernization Fund	--	\$30,000	\$30,000
	Buildings Lifecycle Reserve	--	\$344,000	\$344,000

And that Council **adopt** Appendix A the 2020 – 2024 Buildings Five (5) Year Capital Works Plan.

Carried

- b. PRS-2019-18 2020-2024 Parks Five (5) Year Capital Works Plan

Motion: RCM - 398/19

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

That Council **approve** the following park development, reforestation and trail development projects for 2020 with associated funding:

And that Council **adopt**:

- a. Appendix A Town of Tecumseh 2020 – 2024 Park Development Five (5) Year Capital Project Expenditure Forecast
- b. Appendix B Town of Tecumseh 2020 – 2024 Reforestation Five (5) Year Capital Project Expenditure Forecast
- c. Appendix C Town of Tecumseh 2020 – 2024 Trails Five (5) Year Capital Project Expenditure Forecast

Carried

6. Planning & Building Services

- a. PBS-2019-40 Tecumseh Vista Trail, Extension of Trail Easement Agreement

Motion: RCM - 399/19

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That by-laws authorizing the Mayor and the Clerk to execute Amending Lease Agreements between The Corporation of the Town of Tecumseh and 2041235 Ontario Ltd. (Valente) and Mr. Clement / Mr. Eugene Lachance to extend the easement agreements for a further five-year term each, satisfactory in form to the Town's Solicitor, which allows for the Town's continued use of a 12.19 metre wide easement on lands located immediately east of the Tecumseh Vista Academy school site (Concession 3, S, PT LT 147 and 148), for the purpose of a walking path providing access to the Tecumseh Vista Academy school located on the south side of Shields Street to the existing trail system in McAullife Park, **be prepared**, subject to the Owners executing the Amending Easement Agreements;

And further that all costs associated with the preparation and registration of the agreement, along with the monetary compensation to the Owners for crop yield losses **be allocated** from the Infrastructure Reserve Fund.

Carried

b. PBS-2019-41 2019 Nine Month Permit Report

Motion: RCM - 400/19

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That Report PBS-2019-41 2019 Nine Month Permit Report, **be received**

Carried

7. Public Works & Environmental Services

a. PWES-2019-49 2020-2024 PWES Five Year Capital Works Plan

Motion: RCM - 401/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That the following Public Works and Environmental Services Projects for the 2020 year, and the Capital Project List 2020-2024, **be approved:**

		Previously Approved	Requested for 2020	Future Costs	Total Costs
Sidewalk Projects					
1. Sidewalk Repair Program - Various Locations		\$ -	\$ 69,000	\$ -	\$ 69,000
	Sub-Total	\$ -	\$ 69,000	\$ -	\$ 69,000
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ -	\$ -
	Sidewalk Lifecycle Reserve:	\$ -	\$ 69,000	\$ -	\$ 69,000
New Infrastructure					
1. Riverside Drive Trail		\$ 850,000	\$ -	\$ -	\$ 850,000
2. CR42: CR19 to CR43 (Sidewalks and Bike Lanes)		\$ -	\$ 90,000	\$ 618,500	\$ 708,500
	Sub-Total:	\$ 850,000	\$ 90,000	\$ 618,500	\$ 1,558,500
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ -	\$ -
	Infrastructure Reserve:	\$ 850,000	\$ 90,000	\$ 618,500	\$ 1,558,500

		Previously Approved	Requested for 2020	Future Costs	Total Costs
Road Projects					
1. Road Paving - Tar & Chip		\$ -	\$ 100,000	\$ -	\$ 100,000
2. Road Paving - Asphaltting		\$ -	\$ 1,100,000	\$ -	\$ 1,100,000
3. Road Paving - Crack Sealing		\$ -	\$ 100,000	\$ -	\$ 100,000
4. CR42/43 Const. including 12th&Banwell Watermains		\$ -	\$ 22,450	\$ 20,450	\$ 42,900
5. Tecumseh Hamlet SPA EA FSR		\$ -	\$ 30,250	\$ 61,250	\$ 91,500
6. Tecumseh Sigange Project		\$ -	\$ 16,000	\$ -	\$ 16,000
7. Lesperance/VIA Rail Improvements		\$ -	\$ 155,000	\$ 1,129,000	\$ 1,284,000
8. Tecumseh Road CIP - Streetscape Plan & Final Design		\$ 1,422,640	\$ -	\$ 27,908,927	\$ 29,331,567
9. Manning Road/ETLD Drain Relocation - Phase 2		\$ 50,000	\$ 4,500	\$ 691,400	\$ 745,900
10. Manning Road Reconstruction - Phase 3		\$ 180,000	\$ 45,500	\$ 6,239,200	\$ 6,464,700
11. Sylvestre Drive Sanitary Sewer Extension		\$ 94,000	\$ -	\$ 983,400	\$ 1,077,400
12. Scully & St. Mark's Storm PS/Riverside Drive		\$ 43,600	\$ -	\$ 1,454,400	\$ 1,498,000
13. Cty Rd 46/Webster/Laval Sanitary Sewer Extension		\$ 120,750	\$ -	\$ 1,410,350	\$ 1,531,100
14. Del Duca Drive Sanitary Sewer		\$ 92,450	\$ -	\$ 1,018,450	\$ 1,110,900
15. Lanoue Street Improvements		\$ -	\$ 363,300	\$ 1,300,700	\$ 1,664,000
16. Tecumseh Road Sanitary Sewer		\$ -	\$ 672,600	\$ -	\$ 672,600
17. Tecumseh Road Path - Arlington to DM Eagle		\$ -	\$ 100,000	\$ -	\$ 100,000
18. Traffic Signal Controller Update		\$ 150,000	\$ -	\$ -	\$ 150,000
19. Expansion/Improvements PW Yard (North)		\$ 30,000	\$ -	\$ -	\$ 30,000
	Sub-Total	\$ 2,183,440	\$ 2,709,600	\$ 42,217,527	\$ 47,110,567
	Grants:	\$ -	\$ -	\$ 525,000	\$ 525,000
	Recoveries:	\$ -	\$ -	\$ 2,180,000	\$ 2,180,000
	Road Lifecycle Reserve:	\$ 2,183,440	\$ 2,709,600	\$ 39,512,527	\$ 44,405,567
Bridge Projects					
1. Bridge & Culvert Needs Study (>3m Span)		\$ -	\$ 39,000	\$ -	\$ 39,000
2. Bridge #1013 - Merrick Creek at 8th Concession		\$ 250,300	\$ -	\$ -	\$ 250,300
	Sub-Total:	\$ 250,300	\$ 39,000	\$ -	\$ 289,300
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ -	\$ -
	Bridges Lifecycle Reserve:	\$ 250,300	\$ 39,000	\$ -	\$ 289,300
Water Projects					
1. Tecumseh Road CIP - Streetscape Plan & Final Design		\$ 50,250	\$ -	\$ 1,292,686	\$ 1,342,936
2. Manning Road/ETLD Drain Relocation - Phase 2		\$ 25,000	\$ 6,000	\$ 914,700	\$ 945,700
3. Hwy#3/County Road 11 Watermain Replacement		\$ 134,600	\$ 2,182,100	\$ -	\$ 2,316,700
4. Tecumseh Hamlet SPA EA FSR		\$ -	\$ 30,250	\$ 61,250	\$ 91,500
5. Cty Rd 46/Webster Laval Sanitary Sewer Exten.		\$ 80,400	\$ -	\$ 1,417,200	\$ 1,497,600
6. Del Duca Drive Sanitary Sewer		\$ 5,550	\$ -	\$ 25,750	\$ 31,300
7. CR42/43 Const. including 12th&Banwell Watermains		\$ -	\$ 758,600	\$ 811,400	\$ 1,570,000
8. 2020 Water and Wastewater Rates Study		\$ -	\$ 10,000	\$ -	\$ 10,000
	Sub-Total:	\$ 295,800	\$ 2,986,950	\$ 4,522,986	\$ 7,805,736
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ -	\$ -
	Watermain Reserve Fund:	\$ 295,800	\$ 2,986,950	\$ 4,522,986	\$ 7,805,736

		Previously Approved	Requested for 2019	Future Costs	Total Costs
Wastewater Projects					
1.	Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 63,500	\$ -	\$ 1,246,436	\$ 1,309,936
2.	Sylvestre Drive Sanitary Sewer Extension	\$ 186,800	\$ -	\$ 542,500	\$ 729,300
3.	Manhole Restoration Program	\$ 50,000	\$ 25,000	\$ -	\$ 75,000
4.	Tecumseh Hamlet SPA EA FSR	\$ -	\$ 30,250	\$ 61,250	\$ 91,500
5.	Cty Rd 46/Webster/Laval Sanitary Sewer Exten.	\$ 166,700	\$ -	\$ 1,319,200	\$ 1,485,900
6.	Scully & St. Mark's Storm PS/Riverside Drive	\$ 20,550	\$ -	\$ 354,150	\$ 374,700
7.	Del Duca Drive Sanitary Sewer	\$ 148,500	\$ -	\$ 926,100	\$ 1,074,600
8.	Sanitary Sewer Model Update & Flow Monitoring	\$ 250,000	\$ 45,000	\$ -	\$ 295,000
9.	CR42/43 Const. including 12th&Banwell Watermains	\$ -	\$ 44,900	\$ 251,900	\$ 296,800
10.	Tecumseh Road Sanitary Sewer	\$ 150,000	\$ 2,245,100	\$ -	\$ 2,395,100
11.	2020 Water and Wastewater Rates Study	\$ -	\$ 10,000	\$ -	\$ 10,000
	Sub-Total:	\$ 1,036,050	\$ 2,400,250	\$ 4,701,536	\$ 8,137,836
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ 3,546,300	\$ 3,546,300
	Wastewater Sewers Reserve Fund:	\$ 1,036,050	\$ 2,400,250	\$ 1,155,236	\$ 4,591,536
Stormwater Projects					
1.	Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 68,310	\$ -	\$ 701,690	\$ 770,000
2.	Manning Road/ETLD Drain Relocation - Phase 2	\$ 60,000	\$ 11,000	\$ 1,651,900	\$ 1,722,900
3.	Manning Road Reconstruction - Phase 3	\$ -	\$ 2,500	\$ 315,600	\$ 318,100
4.	Lesperance/VIA Rail Improvements	\$ -	\$ 31,000	\$ 219,700	\$ 250,700
5.	Sylvestre Drive Sanitary Sewer Extension	\$ 4,200	\$ -	\$ 49,000	\$ 53,200
6.	Manhole Restoration Program	\$ 50,000	\$ 25,000	\$ -	\$ 75,000
7.	Oldcastle Storm Drainage Master Plan	\$ 450,000	\$ -	\$ -	\$ 450,000
8.	Tecumseh Hamlet SPA EA FSR	\$ -	\$ 219,250	\$ 261,250	\$ 480,500
9.	Cty Rd 46/Webster/Laval Sanitary Sewer Exten.	\$ 2,400	\$ 75,000	\$ 568,800	\$ 646,200
10.	Scully & St. Marks Storm PS/Riverside Drive	\$ 733,100	\$ -	\$ 13,947,500	\$ 14,680,600
11.	MRSPA Pond Design and Construction	\$ 40,000	\$ 2,740,000	\$ 9,955,000	\$ 12,735,000
12.	Del Duca Drive Sanitary Sewer	\$ 50,850	\$ 75,000	\$ 765,350	\$ 891,200
13.	Shoreline Management Plan	\$ -	\$ 350,000	\$ -	\$ 350,000
14.	Stormwater Rate Study	\$ -	\$ 45,000	\$ -	\$ 45,000
	Sub-Total:	\$ 1,458,860	\$ 3,573,750	\$ 28,435,790	\$ 33,468,400
	Grants:	\$ 175,000	\$ 180,000	\$ 1,800,000	\$ 2,155,000
	Recoveries:	\$ -	\$ -	\$ 10,156,000	\$ 10,156,000
	Storm Sewer Lifecycle Reserve:	\$ 1,283,860	\$ 3,393,750	\$ 16,479,790	\$ 21,157,400
Municipal Drains					
1.	Manning Road/ETLD Drain Relocation - Phase 2	\$ 105,000	\$ 21,500	\$ 3,250,000	\$ 3,376,500
	Sub-Total:	\$ 105,000	\$ 21,500	\$ 3,250,000	\$ 3,376,500
	Grants:	\$ -	\$ -	\$ -	\$ -
	Recoveries:	\$ -	\$ -	\$ -	\$ -
	Drains Lifecycle Reserve:	\$ 105,000	\$ 21,500	\$ 3,250,000	\$ 3,376,500

Carried

- b. PWES-2019-50 Storm Drainage Master Plan - Final Report

Motion: RCM - 402/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

That the Storm Drainage Master Plan, Municipal Class Environmental Assessment Schedule B, **be adopted.**

Carried

- c. PWES-2019-51 Sylvestre Drive Sanitary Sewer Municipal Class EA

Motion: RCM - 403/19

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

That the Sylvestre Drive Sanitary Sewer Extension, Municipal Class Environmental Assessment, Schedule B **be adopted.**

Carried

- d. PWES-2019-52 Investing in Canada Infrastructure Program Green Stream - 2019 Intake

Motion: RCM - 404/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That Administration **be authorized** to submit an application to the federal government for funding under the Investing in Canada Infrastructure Program (ICIP): Green Stream – 2019 Intake for a future commitment to the Riverside Drive Trunk Sanitary Sewer to be completed in 2022-2023;

And that Administration **be authorized** to complete any business case(s), application(s) and/or to provide all information/documentation as required in order to constitute an application under ICIP;

And further that the Chief Financial Officer **be authorized** to sign any required documents necessary to complete the application and the subsequent documentation to ICIP;

And furthermore that the Mayor and Clerk **be authorized** to sign any documents/agreements (if required) for the application submissions and documentation to ICIP, in a form satisfactory to the Town's Solicitor, financial content satisfactory to the Town's Chief Financial Officer and technical content to the Town's Engineer.

Carried

e. PWES-2019-53 Water and Wastewater Rates for 2020

Motion: RCM - 405/19

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That a By-law **be prepared** for consideration at the December 10, 2019 Regular Meeting of Council to establish water and wastewater rates for the year 2020, based on the recommendations of the 2015 Town of Tecumseh Water and Wastewater Rate Study, the Mediation Agreement with the Windsor Utilities Commission and the discussions in this report, as follows:

- a. Metered water consumption charge with usage under 10,200 cubic meters per month at \$1.2250 per cubic meter, or \$5.5689 per 1,000 imperial gallons;
- b. Metered water consumption charge with usage over 10,200 cubic meters per month at \$0.8855 per cubic meter, or \$4.0255 per 1,000 imperial gallons;
- c. Metered wastewater collection and treatment charges at \$1.2583 per cubic meter, or \$5.7202 per 1,000 imperial gallons;
- d. Wastewater collection and treatment charges for Bonduelle North America at \$0.8389 per cubic meter, \$3.8136 per 1,000 imperial gallons;
- e. Fixed charge for water and wastewater service connections at:

METER SIZE	2020
5/8" & 3/4"	\$15.94
1"	\$27.65
1.5"	\$54.28
2"	\$80.87
3"	\$135.78
4"	\$219.16
6"	\$389.73

- f. Flat rate water unmetered consumption charge at \$47.49 per month;
- g. Flat rate unmetered wastewater collection and treatment charge at \$48.71 per month;
- h. Meter connection charge at \$545.00 per meter;
- i. Meter reconnection charge at \$91.00 per meter;

- j. Hydrant rental at \$91.00 per day;
- k. Oasis Water Filling Station at \$2.15 per cubic meter; and
- l. Miscellaneous charge at \$15.00.

Carried

M. By-Laws

1. By-Law 2019-81

Being a By-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh.

2. By-Law 2019-82

Being a By-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the year 2020.

3. By-Law 2019-83

Being a by-law to establish the water and waste water rates for the year 2020

4. By-law 2019-84

Being a by-law to amend By-law No. 2019-01 being a by-law appointing members to the Cultural and Arts Advisory Committee for the term of Council 2019-2022

5. By-Law 2019-85

Being a by-law to amend By-Law No. 2019-29 being a by-law appointing members to the Tecumseh Heritage Committee for the term of Council 2019-2022

6. By-Law 2019-86

Being a by-law to amend By-law No. 2019-60 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variances for the term of Council 2019-2022.

7. By-Law 2019-87

Being a by-law to amend By-Law No. 2019-61 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022

8. By-Law 2019-88

Being a by-law to authorize the execution of an Agreement with Ontario Lottery and Gaming Corporation and The Corporation of the Town of Tecumseh.

9. By-Law 2019-89

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

Motion: RCM - 406/19

Moved by Councillor Andrew Dowie

Seconded by Councillor Rick Tonial

That By-Law 2019-81 being a by-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh;

That By-Law 2019-82 being a by-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the year 2020;

That By-Law 2019-83 being a by-law to establish the water and waste water rates for the year 2020;

That By-Law 2019-84 being a by-law to amend By-law 2019-01 being a by-law appointing members to the Cultural and Arts Advisory Committee for the term of Council 2019-2022;

That By-Law 2019-85 being a by-law to amend By-law 2019-29 being a by-law appointing members to the Tecumseh Heritage committee for the term of Council 2019-2022;

That By-Law 2019-86 being a by-law to amend By-law 2019-60 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variance for the term of council 2019-2022;

That By-Law 2019-87 being a by-law to amend By-law 2019-61 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022;

That By-Law 2019-88 being a by-law to authorize the execution of an Agreement with Ontario Lottery and Gaming Corporation and The Corporation of the Town of Tecumseh;

That By-Law 2019-89 being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh;

Be given first and second reading.

Carried

Motion: RCM - 407/19

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That By-Law 2019-81 being a by-law to prescribe a tariff of administrative fees and charges for the Town of Tecumseh;

That By-Law 2019-82 being a by-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the year 2020;

That By-Law 2019-83 being a by-law to establish the water and waste water rates for the year 2020;

That By-Law 2019-84 being a by-law to amend By-law 2019-01 being a by-law appointing members to the Cultural and Arts Advisory Committee for the term of Council 2019-2022;

That By-Law 2019-85 being a by-law to amend By-law 2019-29 being a by-law appointing members to the Tecumseh Heritage committee for the term of Council 2019-2022;

That By-Law 2019-86 being a by-law to amend By-law 2019-60 being a by-law constituting and appointing a Committee of Adjustment and empowering the granting of Minor Variance for the term of Council 2019-2022;

That By-Law 2019-87 being a by-law to amend By-law 2019-61 being a by-law delegating the authority for the giving of consents for the term of Council 2019-2022;

That By-Law 2019-88 being a by-law to authorize the execution of an Agreement with Ontario Lottery and Gaming Corporation and The Corporation of the Town of Tecumseh;

That By-Law 2019-89 being a by-law to confirm and appoint certain officers, servants and employees of The Corporation of the Town of Tecumseh;

Be given a third and final reading.

Carried

N. Unfinished Business

1. December 10, 2019

The Members receive the Unfinished Business listing for Tuesday, December 10, 2019.

O. New Business**Hemp Store**

A concern is raised regarding “red tape” in opening a business which was reported by the CBC. A request for Administration to send a letter to the CBC indicating that the Town is open for business.

P. Motions**1. In-Camera Meeting**

A Closed Meeting of Council was held earlier this evening, on December 10, 2019, at 5:00 pm, in accordance with Section 239 (2) (c) (e) and (f) of the Municipal Act, 2001 which permits a meeting, or part of a meeting, to be closed to the public when the matter to be considered is a proposed or pending acquisition or disposition of land by the municipality or local board; litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; and advice that is subject to solicitor client privilege, including communications necessary for that purpose.

At this meeting, the Town’s Legal Counsel advice on the expropriation of lands for the purpose of a storm water management facility in the Manning Road Secondary Plan (MRSPA); the County of Essex Land Expropriation for County Road 42 improvements; a proposed amending agreement for the agreement of purchase and sale with Briday; extending the easements agreements for the Vista Trail.

Motion: RCM - 408/19

Moved by Deputy Mayor Joe Bachetti
Seconded by Councillor Brian Houston

That direction **be given** to Administration to prepare a By-law which would authorize the Mayor and the Clerk to execute an Amending Agreement between Briday and the Corporation to extend the Municipal Due Diligence Expiry Date to January 21, 2021, in the Agreement of Purchase and Sale accepted the 28th day of May, 2019, concerning the property known as McColl Avenue, Plan 1183, Tecumseh being PIN: 75261-0062.

Carried

Motion: RCM - 409/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

That direction **be given** to Administration to confirm submission of an Expression of Interest under Intake 1 of the Municipal Modernization Program for funding in the amount of \$20,000 to retain an independent third-party reviewer to provide specific and actionable recommendations for cost savings and improved efficiency, effectiveness and appropriateness in the delivering of human resource services and support (human resources) to its employees.

Carried

2. Confirmatory By-law

Motion: RCM - 410/19

Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

That By-Law 2019-90 being a by-law to confirm the proceedings of the Tuesday, December 10, 2019, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

Q. Notices of Motion

There are no notices of motion presented to Council.

R. Next Meeting

January 14, 2020 - All Council Meetings will now be held at the Tecumseh Arena in the Horwood Room due to Town Hall renovations.

5:00 pm Public Council Meeting - Hurley Relief Branch Drain & Upper Part of Hurley Relief Drain

5:30 pm Public Council Meeting - West Branch of the East Branch Delisle Drain

6:00 pm Public Council Meeting - Southfield/Tecumseh Apartments OPA/ZBA

7:00 pm Regular Council Meeting

S. Adjournment

Motion: RCM - 411/19

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, December 10, 2019 meeting of the Regular Council **be adjourned** at 8:30 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Deputy Clerk

Special Meeting of Council
Minutes
Water & Wastewater Master Plan

Date: Tuesday, December 10, 2019
Time: 6:00 pm
Location: Tecumseh Town Hall - Council Chambers
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Present:

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

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Public Works & Environmental Services, Phil Bartnik
Director Planning & Building Services, Brian Hillman
Director Financial Services & Chief Financial Officer, Tom Kitsos
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Water & Wastewater, Denis Berthiaume
Manager Water & Wastewater, Brad Dupuis
Manager Roads & Fleet, Kirby McArdle
Manager Strategic Initiatives, Lesley Reeves

A. Call to Order

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

B. Roll Call

C. Disclosure of Pecuniary Interest

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

D. Delegations

1. Stuart Winchester, P.Eng., Partner / Director, Municipal Infrastructure

Re: Town of Tecumseh 2018 Water and Wastewater Master Plan Update

Stuart Winchester presents the Town of Tecumseh 2018 Water and Wastewater Master Plan Update. He provides a summary of the updated Plan including historical background of water services projects, analysis and recommendations for future service needs.

E. Communications

There are no communications presented to Council.

F. Reports

1. PWES-2019-54 2018 Water and Wastewater Master Plan Update, Filing the Notice of Completion

Motion: SCM- 35/19

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Bill Altenhof

That Report PWES-2019-54 Water and Wastewater Master Plan Update, Filing the Notice of Study Completion, **be received**;

And that the Notice of Study Completion **be advertised** in the local newspaper and the Town's website and social media accounts to initiate the mandatory 30-day public review period.

Carried

G. Adjournment

Motion: SCM- 36/19

Moved By Councillor Bill Altenhof

Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, December 10, 2019 meeting of the Special Council Meeting **be adjourned** at 6:34 pm.

Carried

Gary McNamara, Mayor

Jennifer Alexander, Deputy Clerk

Joint Meeting of the Councils of the Town of Lakeshore and Tecumseh

Minutes of the Special Joint Council Meeting

Tuesday, December 3, 2019, 7:30 PM

**Atlas Tube Centre Renaud Room, 447 Renaud
Line, Belle River**



Members Present Lakeshore:	Mayor Tom Bain, Deputy Mayor Tracey Bailey, Councillor Steven Wilder, Councillor Len Janisse, Councillor Kelsey Santarossa, Councillor John Kerr, Councillor Kirk Walstedt, Councillor Linda McKinlay
Members Present Tecumseh:	Mayor Gary McNamara, Deputy Mayor Joe Bachetti, Councillor Andrew Dowie, Councillor Bill Altenhof, Councillor Ricardo Tonial, Councillor Brian Houston, Councillor Tania Jobin
Staff Present Lakeshore:	Chief Administrative Officer, Truper McBride, Director of Community & Development Services, Tammie Ryall, Director of Engineering & Infrastructure Service, Nelson Cavacas, Director of Finance, Rosanna Pellerito, Director of Legislative & Legal Services, Kristen Newman, Manager of Legislative Services, Brianna Coughlin
Staff Present Tecumseh:	Chief Administrative Officer, Margaret Misk-Evans, Director of Corporate Services/Clerk, Laura Moy, Director of Environmental Services, Phil Bartnik, Director of Financial Services, Tom Kitsos, Director of Planning & Building Services, Brian Hillman

1. Call to Order - 7:30 PM

Mayor Bain called the meeting to order at 7:30 PM.

2. Moment of Reflection

3. Disclosures of Pecuniary Interest

There were no declarations of pecuniary interest.

4. Welcome Message by Mayor Bain, Town of Lakeshore

Mayor Bain welcomed the members from the Town of Tecumseh and indicated he looked forward to a productive meeting.

5. Message by Mayor McNamara, Town of Tecumseh

Mayor McNamara thanked the Town of Lakeshore for hosting the meeting and encouraged discussion on several joint projects such as development potential for large tracks of lands as well as a joint transit system.

6. Items for Discussion

a. Intermunicipal Relations

Members of both Councils discussed several items of joint interest, including the following:

- regional land development strategy for employment lands;
- reciprocal agreements for residents using sports facilities in both municipalities;
- affordable housing;
- transit;
- joint meetings with boards and committees of interest, including Accessibility Advisory Committees, Youth Advisory Committees and Business Improvement Areas;
- shared policing resources;
- the creation of an administrative or joint committee to streamline emergent issues; and
- joint grant applications to create opportunities for flood mitigation, sewage capacity expansions and roads projects.

2019-01

Moved By Deputy Mayor Bailey

Seconded By Deputy Mayor Bachetti

Direct Administration to develop Terms of Reference for a joint Intermunicipal Relations Committee.

Carried Unanimously

7. Adjournment

2019-02

Moved By Councillor Janisse

Seconded By Councillor Ricardo Toniai

Council adjourn its meeting at 8:50 PM.

Carried Unanimously

Tom Bain

Mayor

Kristen Newman

Director of Legislative &

Legal Services (Clerk)

THE CORPORATION OF THE TOWN OF DEEP RIVER

P.O. BOX 400 • 100 DEEP RIVER ROAD • DEEP RIVER, ONTARIO K0J 1P0
Tel: (613) 584-2000 • www.deepriver.ca • Fax: (613) 584-3237



January 8, 2020

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

Subject: Premiers to Develop Nuclear Reactor Technology

Dear Honourable Doug Ford,

Please be advised that at the Regular Meeting of Council held October 9th, 2019, Council for the Corporation of the Town of Deep River passed the following resolution:

BE IT RESOLVED THAT the CBC News report entitled "**Group of premiers band together to develop nuclear reactor technology**", be received, and

WHEREAS the Premiers of Ontario, Saskatchewan and New Brunswick have announced their intention to work together on the development of small modular reactors to help their provinces reduce carbon emissions and address the challenges of climate change;

WHEREAS Canada has demonstrated excellence and leadership in the nuclear industry on the world stage for more than 70 years;

WHEREAS the Canadian nuclear industry is one of the safest and most well-regulated energy sectors in the world under the oversight of the Canadian Nuclear Safety Commission;

WHEREAS the citizens of Ontario have enjoyed the benefits of safe, clean, low-carbon energy produced by Ontario's nuclear industry for over 50 years;

WHEREAS small modular reactors have the potential to provide municipalities, especially rural and northern municipalities, with an innovative technology that provides a safe, low-carbon alternative to meet energy demands; therefore,

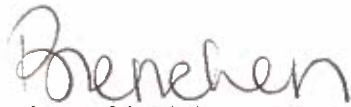
BE IT RESOLVED the Town of Deep River write to the Premiers of Ontario, Saskatchewan and New Brunswick to express support for their decision to work together on the development of small modular reactor technology as a safe, low-carbon energy option;

THAT the Town of Deep River write to the Prime Minister of Canada, Minister of Natural Resources, and the remaining provincial premiers asking that they support investment in the research and development of small modular reactor technology as an innovative, safe, low-carbon energy option; and

THAT this resolution be circulated to all upper and lower-tier municipalities in Ontario, and the Federation of Canadian Municipalities, for their consideration.

CARRIED

Thank you and please contact the writer should you have any additional questions.
Kindest regards,



Bethany McMahon, Administrative Assistant
Town of Deep River

cc: Hon. Scott Moe, Premier of Saskatchewan
Hon. Blaine Higgs, Premier of New Brunswick
Hon. Stephen McNeil, Premier of Nova Scotia
Hon. Brian Pallister, Premier of Manitoba
Hon. John Horgan, British Columbia
Hon. Dennis King, Premier of Prince Edward Island
Hon. Jason Kenney, Premier of Alberta
Hon. Dwight Ball, Premier of Newfoundland and Labrador
Hon. Francois, Premier of Quebec
Hon. Caroline Cochrane, Premier of Northwest Territories
Hon. Sandy Silver, Premier of Yukon
Hon. Joe Savikataaq, Premier of Nunavut
Hon. Justin Trudeau, Premier of Canada
Hon. Seamus O'Regan of Natural Resources
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
All Upper and Lower Tier- Municipalities



The Corporation of the Township of Huron-Kinloss

P.O. Box 130
21 Queen St.
Ripley, Ontario
N0G2R0

Phone: (519) 395-3735

Fax: (519) 395-4107

E-mail: info@huronkinloss.com

Website: <http://www.huronkinloss.com>

The Honourable Jeff Yurek
Minister of the Environment, Conservation, and Parks
Conservation Ontario,
College Park 5th Flr, 777 Bay St,
Toronto, ON M7A 2J3

December 17, 2019

Dear Minister;

Re: Copy of Resolution #645

Please find below a copy of the resolution adopted by the Township of Huron-Kinloss Council at its December 16, 2019 session supporting the resolution brought forth by the Township of Ramara.

Motion No: 915

Moved by: Ed McGugan

Seconded by: Lillian Abbott

That the Township of Huron-Kinloss support the the Township of Ramara's request for the province to review the existing Conservation Authorities Act, 1990, R.S.O. 1990, c. C.27 and request that an exit clause be provided in any new Conservation Authorities Act to permit municipalities that determine the objects of conservation and environmental stewardship can be provided by alternative governance, programs, and/or services to costly and FURTHER directs staff to forward a copy of this resolution to the Honourable Jeff Yurek, the Minister of the Environment, Conservation, and Parks Conservation Ontario, Ontario's thirty-six conservation authorities, and all upper and lower-tier Ontario municipalities.

Carried.

Sincerely,

Emily Dance
Clerk

c.c Conservation Ontario, Ontario Conservation Authorities, Ontario Municipalities



December 11, 2019

The Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Floor
777 Bay St
Toronto, ON M7A 2J3

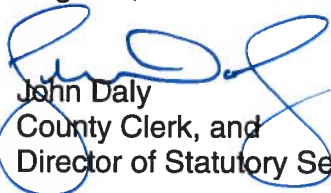
Re: Conservation Authority Exit Clause

On behalf of Warden Cornell and County Council, I'm writing to advise that at its meeting on December 4, 2019, Simcoe County Council approved the following recommendation:

"That the resolution from the Township of Ramara regarding conservation authority exit clause, be supported."

A copy of the related correspondence from the Township of Ramara is enclosed for your information. Should you require anything further, please contact the undersigned at extension 1623.

Regards,



John Daly
County Clerk, and
Director of Statutory Services

Enclosure/

c.c. Jill Dunlop, MPP
Doug Downey, MPP
Andrea Khanjin, MPP
Caroline Mulroney, MPP
Jim Wilson, MPP
Conservation Ontario
Ontario Conservation Authorities
Ontario Municipalities



2297 Highway 12,
PO Box 130
Brechtin, Ontario L0K 1B0
p.705-484-5374
f. 705-484-0441

November 7, 2019

Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Floor
777 Bay St
Toronto, ON M7A 2J3

Re: Conservation Authority Exit Clause

The Council of the Corporation of the Township of Ramara passed the following motion at their regular meeting held October 28, 2019, unanimously by a recorded vote:

WHEREAS the TOWNSHIP OF RAMARA has consistently expressed its view that its watershed conservation authorities are duplicative, financially unaccountable, in conflict with citizens and private property rights;

AND WHEREAS the TOWNSHIP OF RAMARA has encountered the regulatory obstacles to challenge the arbitrary, inefficient, non-transparent, and unsustainable municipal levy forced upon it annually by its watershed conservation authorities;

AND WHEREAS the TOWNSHIP OF RAMARA questions the efficacy and relevance of its watershed conservation authorities' programs and services and their performance in achieving the goals of conservation and environmental stewardship;

AND WHEREAS the TOWNSHIP OF RAMARA finds the current Conservation Authorities Act, 1990, R.S.O. 1990, c. C.27 and its proscribed regulations inconsistent and obsolete;

AND WHEREAS the Minister of Environment, Conservation, and Parks the Honourable Jeff Yurek signaled the province's intent to reconsider and update the Conservation Authorities Act, 1990, R.S.O. 1990, c. C.27 and its proscribed regulations;

THEREFORE BE IT RESOLVED THAT: the TOWNSHIP OF RAMARA support the province's determination that the existing Conservation Authorities Act, 1990, R.S.O. 1990, c. C.27 and its proscribed regulations require review;

www.ramara.ca

AND THAT the TOWNSHIP OF RAMARA signal to the Ministry of the Environment, Conservation, and Parks of its willingness to participate in all consultations and submissions to the same;

AND THAT further the TOWNSHIP OF RAMARA signal its express desire that an exit clause be provided in any new Conservation Authorities Act to permit municipalities that determine the objects of conservation and environmental stewardship can be provided by alternative governance, programs, and/or services to exist costly and unwarranted conservation authority(ies) jurisdiction(s);

AND THAT this resolution be forwarded the Minister of the Environment, Conservation, and Parks, the Honourable Jeff Yurek, Conservation Ontario, Ontario's thirty-six conservation authorities, and all upper and lower-tier Ontario municipalities.

I trust the above is self-explanatory however if you require further information or clarification, please contact me.

Yours truly,



Jennifer Connor, CMO
Legislative Services Manager/Clerk

JC/cw

c.c. Jill Dunlop, MPP
Conservation Ontario
Ontario Conservation Authorities
Ontario Municipalities



The Corporation Of The Township Of Stone Mills

4504 County Road 4, Centreville, Ontario K0K 1N0
Tel. (613) 378-2475 Fax. (613) 378-0033
Website: www.stonemills.com.

December 27, 2019

Honourable Jeff Yurek
Minister of Environment, Conservation and Parks
College Park 5th Flr, 777 Bay St.
Toronto, Ontario
M7A 2J3

minister.mecp@ontario.ca

Honourable Premier Doug Ford
Premier of Ontario
Legislative Building
Queens Park
Toronto On M7A 1A1

premier@ontario.ca

Re: Support Resolution of Conservation Authorities – Township of Stone Mills

Dear Premier Ford and Minister Yurek,

At the December 9, 2019 Stone Mills Township Council meeting, Council passed a resolution in support of the continuation of program support for Conservation Authorities in the Province of Ontario.

A copy of the resolution is attached for your consideration. We kindly request your support and endorsement for the continuance of Conservation Authority Support.

Sincerely,

Bryan Brooks
C.A.O./Clerk
Township of Stone Mills

Cc: MPP Daryl Kramp
MP Derek Sloan
Association of Municipalities on Ontario
Quinte Conservation

All Ontario Municipalities
Cataraqui Conservation Authority



The Corporation Of The Township Of Stone Mills

4504 County Road 4, Centreville, Ontario K0K 1N0
Tel. (613) 378-2475 Fax. (613) 378-0033
Website: www.stonemills.com.

RESOLUTION IN SUPPORT OF CONSERVATION AUTHORITIES

WHEREAS the Township of Stone Mills is committed to planning for and protecting the future sustainability of its resources and environment,

AND WHEREAS the Township of Stone Mills is within the Quinte and Cataraqui Conservation Authority areas,

AND WHEREAS the Province of Ontario is currently reviewing the mandate and operation of conservation authorities and;

AND WHEREAS Conservation Authorities provide essential services to municipalities in their watersheds and

AND WHEREAS smaller municipalities do not have capacity or the financial resource to employ staff with the technical expertise that conservation authorities provide and

WHEREAS development near watercourses can have significant effects both upstream and downstream

THEREFORE BE IT RESOLVED THAT The Township of Stone Mills encourages the province to continue to support the principle of planning on a watershed basis in the on-going review and prioritize the allocation of adequate funding to support the core mandate of conservation authorities.

AND THAT this resolution be forwarded to Minister of the Environment, Conservation and Parks, Premier Doug Ford, MPP Daryl Kramp, the Association of Municipalities of Ontario, the Cataraqui and Quinte Conservation Authorities and all Ontario Municipalities.

.....
Township of Stone Mills - 4504 County Road 4, Centreville ON K0K 1N0
Attention: C.A.O./Clerk, 613-378-2475 Ext. 225, bbrooks@stonemills.com

OLDCASTLE STORMWATER MASTER PLAN



INVITATION FOR PUBLIC COMMENT Public Information Centre No. 2

The Town of Tecumseh is carrying out a study of the area of Oldcastle to form a basis for the development of the Oldcastle Stormwater Master Plan. This study is being conducted in accordance with the requirements of Phases 1 and 2 of the Municipal Class Environmental Assessment which is an approved process under the Environmental Assessment Act. The study has progressed to the point that design alternatives have been identified for review and public comment.

PUBLIC INFORMATION CENTRE

The study area is as shown on the attached key plan. Interested parties are welcome to attend the Public Information Centre. Representatives of the Town of Tecumseh and Landmark Engineers Inc. will be present to answer any questions and obtain feedback. The Public Information Centre will be held on:

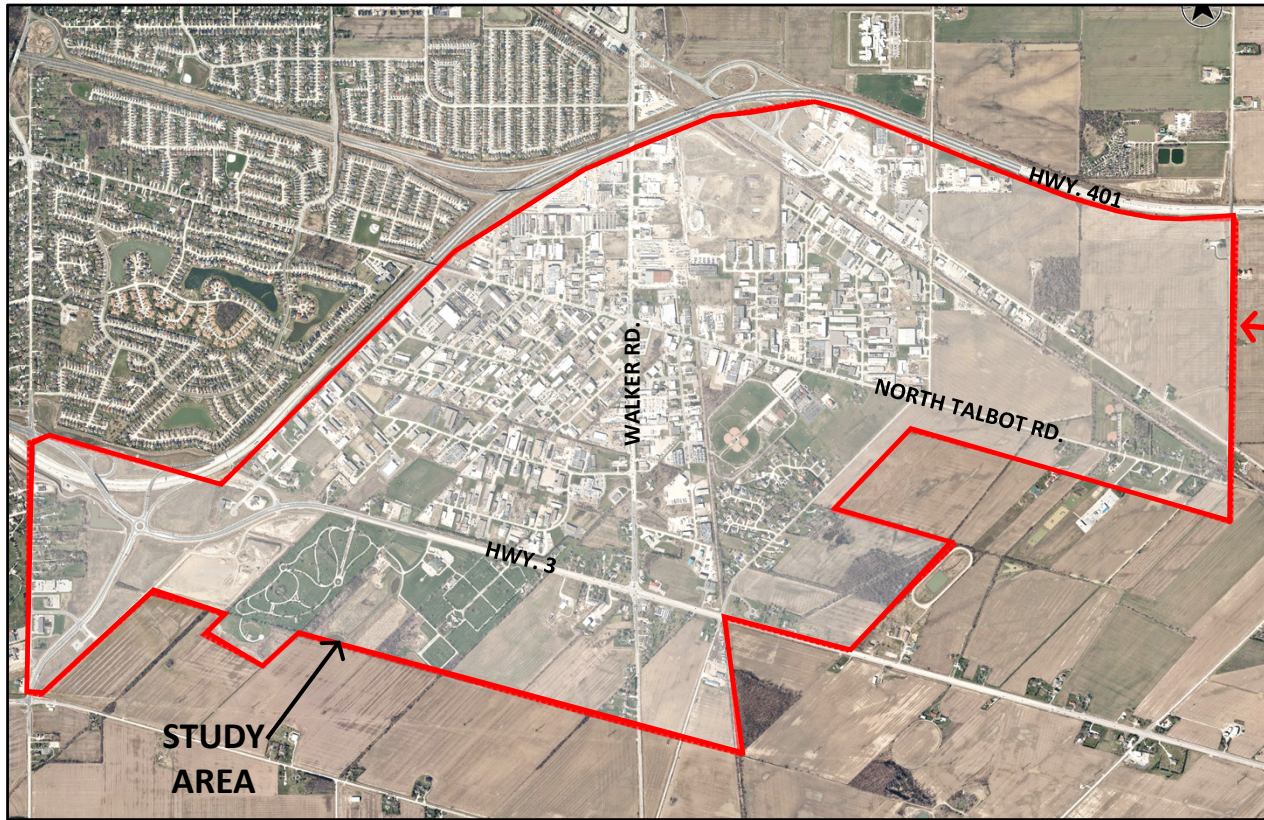
DATE: Wednesday, January 29th, 2020
TIME: 3:00 – 5:00 p.m. and 6:00 – 8:00 p.m.
PLACE: Ciociaro Club, Salon F
3745 North Talbot Road
Tecumseh, Ontario

We are presently contacting all private and public agencies that may have an interest in the project to solicit their comments and to confirm their interest in the Environmental Assessment process. For additional information or to provide comments on the project, please contact one of the following individuals:

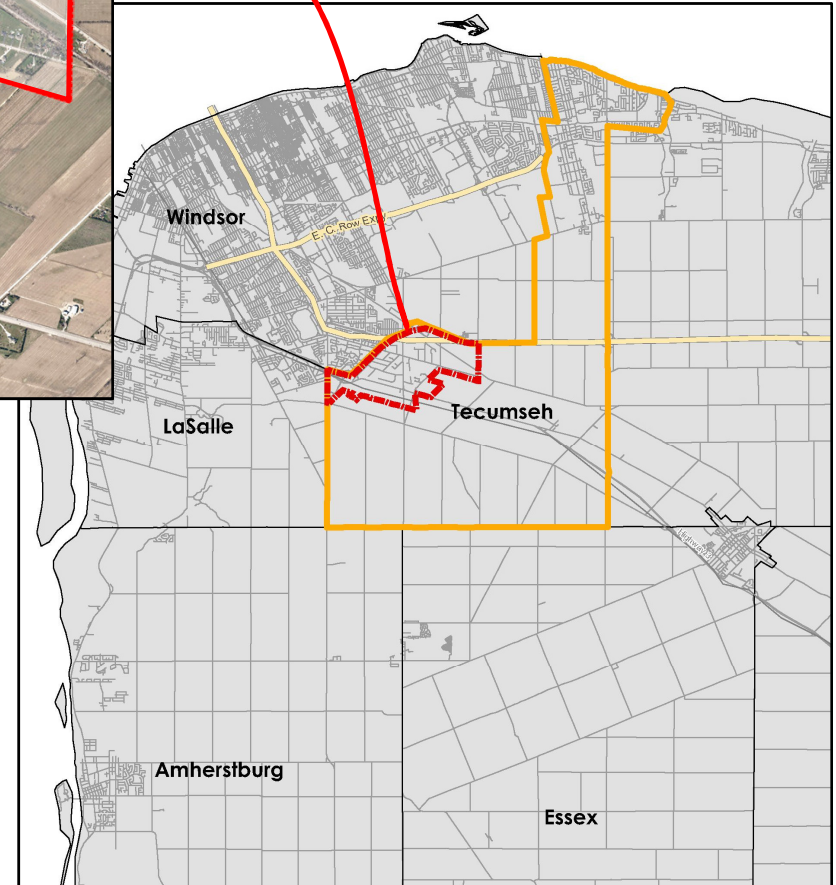
Landmark Engineers Inc.
Ms. Liz Michaud
2280 Ambassador Drive
Windsor, Ontario N9C 4E4
(519) 972-8052
lmichaud@landmarkengineers.ca

Town of Tecumseh
Mr. John Henderson, P.Eng.
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
(519) 735-2184
jhenderson@tecumseh.ca

Under the *Municipal Freedom of Information and Protection of Privacy Act* and the *Ontario Environmental Assessment Act*, unless otherwise stated in submission, with the exception of personal information, all comments will become part of the public record and will be released, if requested to any person.



Oldcastle Business Park, Tecumseh



Title

LOCATION MAP

Project

OLDCASTLE STORMWATER MASTER PLAN

Date

SEPT. 2019

Scale

NTS

Project No.

19-010

FIGURE

1



WATER AND WASTEWATER MASTER PLAN UPDATE NOTICE OF COMPLETION

Background

The Town of Tecumseh has prepared an Update to its Water and Wastewater Master Plan to review, confirm and update the preferred water and wastewater servicing strategies to adequately support projected growth and development within the Town, and to continue to provide a high level of service in the existing service areas.

This Master Plan update builds upon information contained within the previous 2002 Water and Wastewater Servicing Master Plan, the 2005 amendment to the Water Servicing Plan, and the 2008 Update to the Water and Wastewater Master Plan. The recommendations of the previous Master Plan Update have been reviewed and evaluated with consideration to updated planning projections and studies, changes to the original assumptions, updated status on infrastructure projects and upgrades to existing infrastructure, and changes in proposed timing of projects recommended within the Master Plan.

The Water and Wastewater Master Plan Update has been completed in accordance with the Municipal Class Environmental Assessment (Class EA) – Approach 2 Planning Process for Master Plans, which is approved under the Ontario Environmental Assessment Act, and will satisfy Phases 1 and 2 of the planning process. This process integrates planning for municipal infrastructure requirements with the principles of environmental assessment planning. In accordance with the master planning process, alternative water and wastewater servicing strategies have been evaluated based on an assessment of the natural environment, socio-cultural environment, economic and technical feasibility. Preferred water and wastewater servicing strategies have been updated to ensure the Town's ability to meet the system requirements and projected growth needs to the year 2036 and beyond.

Public Consultation

Public and review agency consultation is a key element of the Master Plan process. A Public Information Centre was held on June 19th, 2018 to introduce the study, provide background information and context, guiding policies and the preliminary preferred water and wastewater servicing strategies. A Master Plan Update Study Report has been prepared to document the preferred water and wastewater servicing strategies, associated costs and proposed implementation timelines for such projects. Subject to comments received as a result of this Notice, the Town of Tecumseh intends to proceed with implementation of the recommended Schedule A, A+ and B projects as outlined in the Class Environmental Assessment (Class EA) Master Plan Update Study Report. Schedule B projects are listed at the end of this Notice.

By this Notice, the Class EA Master Plan Update Study Report will be on the public record for 30 calendar days in accordance with the Municipal Class EA document. The public review period will begin on January 9, 2020 and end on February 8, 2020. The report is available for public review at the following location:

Town of Tecumseh

Office of the Director of Public Works & Environmental Services

917 Lesperance Road
Tecumseh, ON N8N 1W9
Phone: 519-735-2184

Website: <https://www.tecumseh.ca/en/town-hall/water-and-wastewater-master-plan.aspx>

Written comments about the information contained in the Class EA Master Plan Update Study Report or recommended servicing strategies should be given to either of the following individuals within the prescribed review period:

Phil Bartnik, P. Eng.
Director Public Works & Environmental Services
Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
Phone: (519) 735-2184
e-mail: pbartnik@tecumseh.ca

Stuart Winchester, P.Eng.
Project Manager
CIMA+
101 Frederick Street, Suite 900
Kitchener, Ontario N2H 6R2
Phone: (519) 772-2299
e-mail: stuart.winchester@cima.ca

If concerns arise during the prescribed review period that cannot be resolved through discussions with the Town of Tecumseh, a person or party may request that the Minister of Environment, Conservation and Parks make an order for the project to comply with Part II of the Environmental Assessment Act. This request (commonly referred to as a Part II Order) must be received within the above review period by the Minister of the Environment, Conservation and Parks and the Environmental Assessment and Permissions Branch, at the addresses listed below and copied to Phil Bartnik at the Town of Tecumseh. Provided that no request is received on or before February 8, 2020, the Town may proceed with implementation of the servicing strategies as outlined in the Class EA Master Plan Update Study Report.

The Honourable Jeff Yurek
Minister of the Environment,
Conservation and Parks
77 Wellesley Street West, Floor 11
Toronto, ON, M7A 2T5
Minister.mecp@ontario.ca

Director
Environmental Assessment and Permissions
Branch
Ministry of the Environment, Conservation and Parks
135 St. Clair Avenue West, 1st Floor
Toronto, ON, M4V 1P5
enviropemissions@ontario.ca

Comments and information regarding this study are being collected in accordance with the *Freedom of Information and Protection of Privacy Act* and to assist the project team in meeting the requirements of the Class EA process. With the exception of personal information, all comments will become part of the public record.

List of SCHEDULE B Projects – Activities Subject to the Screening Process

ID	Project Name
Tecumseh Hamlet	
W-1 ¹	West Tecumseh Trunk Watermain CR 22 to CP Railway
W-2A ¹	East Tecumseh Hamlet Watermain Connection
W-4 ¹	West Tecumseh Trunk Watermain CP Railway to CR 42
WW-1 ¹	West Tecumseh Trunk Sewer CR 22 to CP Railway
WW-6 ¹	West Tecumseh Trunk Sewer CP Railway to CR 42
WW-14 ¹	Highway Commercial Area Pumping Station
Oldcastle Hamlet	
W-9	Zone 2 Booster Pumping Station
W-10	Zone 2 Water Storage Facility
WW-17	Blackacre Drive Sanitary Servicing
WW-18A	Howard Avenue Servicing, Blackacre Drive and Outer Drive to Hwy 3
WW-18B	Howard Avenue Servicing, Hwy 3 to MTO Carpool Lot
Maidstone Hamlet	
WW-15	Maidstone Hamlet Sanitary Pumping Station
Notes: ¹ . Project may be approved (Schedule A) if implemented under a Planning Act Approval in accordance with Section A.2.9 of the Class EA Planning Process. W= Water project WW = Wastewater project	

This Notice first published January 9, 2020



Township of La Vallee

OFFICE OF
CLERK AND TREASURER
P.O. BOX 99, DEVLIN, ONTARIO POW 1C0
TELEPHONE 807-486-3452 FAX 807-486-3863
email: lavalley@nwonet.net

January 9, 2020

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9

Dear Council:

At the open regular Council Meeting of the Township of La Vallee held on Wednesday, January 8, 2020 the following resolution was passed:

"BE IT RESOLVED that the Township of La Vallee hereby supports the Town of Tecumseh's resolution requesting that the Municipal, Federal and Provincial governments and relevant associations, including but not limited to, the Ontario Association of Police Services Boards (OAPSB), the Ontario Association of Chiefs of Police (OACP), the Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO), be requested to lobby the telecommunications industry and smart phone manufacturers to develop a solution to 911 Misdials."

If you should have any further questions or concerns please feel free to contact me at the above number.

Yours truly,

A handwritten signature in cursive script that reads "Patti McDowall".

Patti McDowall
Clerk/Treasurer

From: Debbie Rowley
Sent: January 9, 2020 9:34 AM
To: Laura Moy <lmoy@tecumseh.ca>
Subject: 911 Misdials

Dear Ms. Moy:

Please be advised that Council for The Corporation of the Township of Nipigon, passed the following resolution at its meeting of January 7, 2020:

"That this Council supports the Town of Tecumseh regarding 911 misdials."

Best regards,

THE CORPORATION OF THE TOWN OF DEEP RIVER



P.O. BOX 400 • 100 DEEP RIVER ROAD • DEEP RIVER, ONTARIO K0J 1P0

Tel: (613) 584-2000 • www.deepriver.ca • Fax: (613) 584-3237

January 8, 2020

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

Subject: Premiers to Develop Nuclear Reactor Technology

Dear Honourable Doug Ford,

Please be advised that at the Regular Meeting of Council held October 9th, 2019, Council for the Corporation of the Town of Deep River passed the following resolution:

BE IT RESOLVED THAT the CBC News report entitled "**Group of premiers band together to develop nuclear reactor technology**", be received, and

WHEREAS the Premiers of Ontario, Saskatchewan and New Brunswick have announced their intention to work together on the development of small modular reactors to help their provinces reduce carbon emissions and address the challenges of climate change;

WHEREAS Canada has demonstrated excellence and leadership in the nuclear industry on the world stage for more than 70 years;

WHEREAS the Canadian nuclear industry is one of the safest and most well-regulated energy sectors in the world under the oversight of the Canadian Nuclear Safety Commission;

WHEREAS the citizens of Ontario have enjoyed the benefits of safe, clean, low-carbon energy produced by Ontario's nuclear industry for over 50 years;

WHEREAS small modular reactors have the potential to provide municipalities, especially rural and northern municipalities, with an innovative technology that provides a safe, low-carbon alternative to meet energy demands; therefore,

BE IT RESOLVED the Town of Deep River write to the Premiers of Ontario, Saskatchewan and New Brunswick to express support for their decision to work together on the development of small modular reactor technology as a safe, low-carbon energy option;

THAT the Town of Deep River write to the Prime Minister of Canada, Minister of Natural Resources, and the remaining provincial premiers asking that they support investment in the research and development of small modular reactor technology as an innovative, safe, low-carbon energy option; and

THAT this resolution be circulated to all upper and lower-tier municipalities in Ontario, and the Federation of Canadian Municipalities, for their consideration.

CARRIED

Thank you and please contact the writer should you have any additional questions.
Kindest regards,



Bethany McMahon, Administrative Assistant
Town of Deep River

cc: Hon. Scott Moe, Premier of Saskatchewan
Hon. Blaine Higgs, Premier of New Brunswick
Hon. Stephen McNeil, Premier of Nova Scotia
Hon. Brian Pallister, Premier of Manitoba
Hon. John Horgan, British Columbia
Hon. Dennis King, Premier of Prince Edward Island
Hon. Jason Kenney, Premier of Alberta
Hon. Dwight Ball, Premier of Newfoundland and Labrador
Hon. Francois, Premier of Quebec
Hon. Caroline Cochrane, Premier of Northwest Territories
Hon. Sandy Silver, Premier of Yukon
Hon. Joe Savikataaq, Premier of Nunavut
Hon. Justin Trudeau, Premier of Canada
Hon. Seamus O'Regan of Natural Resources
Association of Municipalities of Ontario (AMO)
Federation of Northern Ontario Municipalities (FONOM)
All Upper and Lower Tier- Municipalities



The Corporation of The Town of Amherstburg

RECEIVED DEC 10 2019

November 29, 2019

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

Re: Municipal Modernization Program

Dear Mayor McNamara,

On November 1, 2019, the Honourable Steven Clark, Minister of Municipal Affairs and Housing advised that Intake 1 of the Municipal Modernization Program would be available to Municipalities. Under the program the Province is making \$125 million available through 2022 – 2023 to help small municipalities to conduct new service delivery reviews. Further to this announcement Amherstburg's Town Council passed the following resolution at their November 25th meeting:

Administration BE DIRECTED to engage the professional services of a third party consultant, in accordance with the program eligibility requirements, to undertake a municipal service delivery review to address opportunities to achieve cost savings and efficiencies for the Town of Amherstburg and opportunities for shared services with regional municipalities; and,

The Mayor send correspondence to regional Mayors seeking participation in the shared services review, in a future Municipal Modernization Program.

Significant reduction in Provincial grant funding is forcing local government to either reduce levels of service or increase taxation levels in an effort to attain sustainability. As such we are suggesting our region undertake discussions on taking a proactive, collaborative approach on shared services that would benefit the regional as a whole, quite possibly ensuring the viability of our local municipal independence.

Please discuss this with your respective Councils and if in agreement, forward a resolution noting your support of such an initiative.

Together we are stronger,

Yours truly,

A handwritten signature in black ink, appearing to read 'Aldo DiCarlo', written over the words 'Yours truly,'.

Mayor Aldo DiCarlo



THE CORPORATION OF THE TOWN OF AMHERSTBURG

OFFICE OF THE CAO

MISSION STATEMENT: *Committed to delivering cost-effective and efficient services for the residents of the Town of Amherstburg with a view to improve and enhance their quality of life.*

Author's Name: Giovanni (John) Miceli	Report Date: November 21, 2019
Author's Phone: 519 736-0012 ext. 2228	Date to Council: November 25, 2019
Author's E-mail: jmiceli@amherstburg.ca	Resolution #: N/A

To: Mayor and Members of Town Council

Subject: Municipal Modernization Program

1. **RECOMMENDATION:**

It is recommended that:

1. Council **SUPPORT** the submission of the Town of Amherstburg for funding up to the \$200,000 in the Municipal Modernization Program
2. That Administration **BE DIRECTED** to engage the professional services of a third party consultant, in accordance with the program eligibility requirements, to undertake a municipal service delivery review.
3. That the service delivery review **ADDRESS** opportunities to achieve cost savings and efficiencies for the Town of Amherstburg and opportunities for shared services with regional municipalities.
4. The Mayor **SHALL** send correspondence to regional Mayors seeking participation in the shared services review, in a future Municipal Modernization Program.

2. **BACKGROUND:**

On November 1, 2019 the Honourable Steven Clark, Minister of Municipal Affairs and Housing advised that Intake 1 of the Municipal Modernization Program would be available to Municipalities. Under this program the Province is making \$125 million available through 2022-2023 to help small municipalities (under 100,000 population) to conduct new service delivery reviews.

3. DISCUSSION:

Town of Amherstburg Opportunities:

Municipalities are operating in a world that is changing at an unprecedented pace. Citizen expectations with respect to service levels continue to rise, areas of municipal responsibility are increasing, demographics are shifting, population is decreasing, infrastructure is aging, and the competition for economic development is growing. This is all occurring and ratepayers are demanding that municipalities limit tax rate increases to unsustainable levels in light of the service levels demands. This was prominent in the discussions during the 2020 budget deliberations and the public budget information meeting held at the Libro Centre. The recently announced Municipal Modernization Program established by the Province, provides the Town an opportunity to conduct a service delivery review by an independent third party to identify opportunities for the Town of Amherstburg to recognize savings and efficiencies. The outcome from such a review would benefit the taxpayers and may assist in reducing or containing cost pressures faced by the municipality. The Expression of Interest for Intake 1 is required to be submitted by December 6, 2019. Should the Town be successful, the project must be completed by the third party no later than June 30, 2020.

Regional Opportunities:

Change is inevitable at the local level and locally we must move from a competitive mindset to a more collaborative approach regionally if municipalities are going to make the region as a whole successful. The Province has recently announced that there would be no forced amalgamations in light of the recent review undertaken in the GTA. The question however, that we may wish to consider regionally, is how local municipalities garner benefit from the Province's current direction and desire to gain taxpayers savings within the control of local municipal governments.

Should local municipalities be willing to consider an approach that facilitates change that is proactive, creative and collaborative it would appear, on the surface, that this approach would benefit the region as a whole. The Province clearly indicated there would be no forced amalgamations, however, they have also indicated that they would provide municipalities with resources to support local decision making that would drive efficiencies locally. It would not be unreasonable for one to conclude that such cooperation may result in cost savings or improved services, a benefit to all local taxpayers. Continued and expanded collaboration and cooperation of all regional municipalities may also ensure the viability of our local municipal independence. This, however, will require political leadership and concurrence of respective municipal councils in the region. In an effort to engage in such collaboration, it would be prudent for the Town of Amherstburg to initiate such discussion, to gain concurrence from the regional municipal councils to move forward with such an initiative.

4. RISK ANALYSIS:

The current trends and announcements by the Provincial government suggest that grants from the Province will be significantly reduced, forcing municipalities to either reduce levels of service or increase taxation levels in an effort to attain sustainability. A

failure to undertake such reviews in a pro-active manner may result in both political and financial risk to each respective municipality.

5. FINANCIAL MATTERS:

There is no financial cost associated with this program if the municipality is successful in obtaining Municipal Modernization Funding.

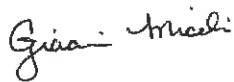
6. CONSULTATIONS:

Area CAO's

Tim Ryall, Municipal Advisor Ministry of Municipal Affairs and Housing

7. CONCLUSION:

That the Town of Amherstburg move forward with an application for funding in Intake 1 of the Municipal Modernization Program to undertake a service delivery review conducted by a third party consultant.



Giovanni (John) Miceli
Chief Administrative Officer

DEPARTMENTS/OTHERS CONSULTED:

Name:

Phone #: 519 ext.

NOTIFICATION :

Name	Address	Email Address	Telephone	FAX

Senior Advisory Committee

Minutes

Date: Thursday, December 5, 2019
Time: 6:00 pm
Location: Tecumseh Town Hall - Sandwich South Room

Present:
Councillor, Rick Tonial
Member, Loretta Stoyka Henderson
Chair, Paul Morand
Member, Dorothy Nagy
Member, Dara Pfeifer O'Connor
Member, Nancy Tennant

Also Present:
Manager Committee & Community Services, Christina Hebert

Absent:
Member, Suzanne Beneteau
Vice-Chair, Gabrielle McMillan

A. Call to Order

The Chairperson calls the meeting to order at 6:04 pm.

B. Roll Call

C. Disclosure of Pecuniary Interest

None reported.

D. Delegations

None.

E. Communications

1. Senior Advisory Committee Minutes - September 26, 2019 and October 24, 2019

Motion: SAC- 23/19

Moved By Member Nancy Tennant

Seconded By Member Loretta Stoyka Henderson

That the minutes of the September 26, 2019 and October 24, 2019 meeting of the Senior Advisory Committee as were duplicated and delivered to the Committee members, **be accepted**.

Carried

2. Paul Morand, Senior Advisory Committee Chair

Re: Multi-Use Sportsplex Letter of Support

Motion: SAC- 24/19

Moved By Member Nancy Tennant

Seconded By Member Dara Pfeifer O'Connor

That Communications - For Information Item 2 as listed on the Thursday, December 5, 2019 Senior Advisory Committee Agenda **be received**.

Carried

Councillor Rick Tonial advises the senior engagement survey conducted in August was beneficial in aiding the grant proposal for the Multi-Use Sportsplex.

F. Reports

None.

G. Unfinished Business

1. Education Workshops

The Manager Committee & Community Services provides an update with respect to the first Lunch N' Learn, under the Seniors Community Grant, scheduled for Wednesday, December 18 at the Golden Age Club. The Ink Demonstration will commence at 11:00 am and lunch will be provided. The Members offer lunch suggestions.

The Manager Committee & Community Services reviews the Elder Abuse Prevention Ontario's presentation outline regarding Understanding Financial Abuse and the Law, previously circulated via email. The

Members concur with selecting this topic for the January Lunch N' Learn and entitling it How to Avoid Financial Abuse.

Understanding Powers of Attorney and the Inheritance Tax is a recommended topic for a subsequent Lunch N' Learn. The Members will forward additional topics to the Manager Committee & Community Services.

Appreciation is extended to the Members for their continued assistance in promoting the Lunch N' Learns.

H. New Business

1. Tecumseh Accessibility Advisory Committee

Member Nancy Tennant provides an overview of the discussions held at the November 25 Tecumseh Accessibility Advisory Committee (TAAC), she attended on behalf of the SAC.

The TAAC received information regarding National AccessAbility Week which takes place every year starting on the last Sunday in May. It is a time when accessibility and inclusion is promoted across communities and workplaces and a time to celebrate the contributions of Canadians with disabilities. It is also an opportunity to recognize the efforts of Canadians who are actively removing barriers and ensuring persons with disabilities have an equal chance to participate in all aspects of Canadian society.

The TAAC Members will be brainstorming ideas for participation in the 2020 National AccessAbility Week. The Members express interest in partnering with the TAAC for this initiative as it ties into Seniors' Month in June.

2. Senior Housing

Member Nancy Tennant advises of a recent news article in respect of a proposal to turn the previous Hotel-Dieu Grace property into a mixed-use residential complex that includes an array of condo and townhouse units. Housing would be geared to support seniors, those with long-term or chronic health needs and families. Many of the housing units under the proposal would feature assisted living.

A mix of health services and other local health care providers would be available within the complex.

I. Next Meeting

The next Senior Advisory Committee meeting will be held on January 23, 2020.

J. Adjournment

Motion: SAC- 25/19

Moved By Member Nancy Tennant

Seconded By Member Dorothy Nagy

That there being no further business, the Thursday, December 5, 2019 meeting of the Senior Advisory Committee **be adjourned** at 7:01 pm.

Carried

Paul Morand, Chair

Christina Hebert, Manager Committee
& Community Services

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of
Wednesday, *November 13, 2019* at 12122 Tecumseh, Rd. E. Unit 2, Tecumseh, ON, at the hour of 6:00 PM.

(TOTBBM-1-11)
CALL TO ORDER

The meeting is called to order at 6:10 p.m. by Candice Dennis, Chair

(TOTBBM –2-11)

ROLL CALL

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

(TOTBBM – 3-11)

DISCLOSURE OF PECUNIARY INTEREST – No disclosure at this meeting.

(TOTBBM – 4-11)

DELEGATIONS – No delegations at this meeting.

At this time, the Chair introduces Ms Percarski to the Board and asks her to give a brief summary of her background.

(TOTBBM – 5-11)

COMMUNICATIONS

5.1 TOTBIA Board of Management Meeting Minutes

Motion: (BBM-56/19) Moved by: P. Bistany
Second by: L. Proctor

THAT the minutes of the Town of Tecumseh TOTBIA Regular Board of Management Meeting held on October 9, 2019 be approved as distributed.

APPROVED.

CARRIED.

5.2 **LETTERS FROM** – No communication at this time.

(TOTBBM – 6-11)

REPORTS

6.1 CHAIR REPORT – C. Dennis provides the hiring information of the new coordinator.

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

Tecumseh BIA
2019 Month End Financials

Treasurer's Report for the period ending:		10/31/2019
BIA Operating Account (8111130)	Bank Balance stands at:	\$ 44,741.61
Outstanding Payables	see detail page	\$ 445.00
Outstanding Receivables	see detail page	\$ (160.00)
BIA Ledger Balance stands at:		\$ 44,456.61
BIA Reserve Account -	Balance last month	\$ 34,909.75
	Interest	\$ 88.94
	Transfer from Operating (see NOTE)	
		\$ 34,998.69
BIA Petty Cash	stands at:	1,121.27
<u>Total BIA Current Assets :</u>		\$ 80,576.57
Tecumseh Dollars	Current Outstanding	\$ 21,705.00
BIA Liabilities and Equity :	from Sage 50 report	\$ 86,294.32
<u>Total BIA Liabilities and Equity :</u>		\$ 107,999.32
Year To Date Levy Tax Requisition:	1st Quarter @ March 31	\$ 27,250.00
for 2019	2nd Quarter @ June 30	\$ 31,250.00
	3rd Quarter @ September 30	\$ 29,250.00
	4th Quarter @ December 31	\$ -
Total Levy received to Date:		\$ 87,750.00

Tecumseh Business Improvement Area				
BIA Operating Account - # 8111130			10/31/2019	
Outstanding Payments				
2044	Zehrs		445.00	
			\$ 445.00	
Outstanding Receivables				
				-160
			-\$ 160.00	
<u>Operating Account - activity</u>			(Invoices paid in this month)	
Date	Reference	Detail	DR	CR
Oct 01, 2019	Oct 2019, Danilo's Enterprises Limited		0.00	1,000.00
Oct 01, 2019	10012019, Shoppers Drug Mart		0.00	140.00
Oct 01, 2019	10012019, Torino's Restaurant		0.00	305.00
Oct 02, 2019	Jordan Dubois		240.00	0.00
Oct 02, 2019	Beach Grove Golf & Country Club: 2019 Christmas Party		0.00	500.00
Oct 05, 2019	Paula R PPE09-22 to 10-05-19		0.00	1,096.84
Oct 15, 2019	Town of Tecumseh		0.00	203.18
Oct 15, 2019	Rock Mortgage Group		0.00	83.29
Oct 15, 2019	Receiver General		0.00	745.82
Oct 19, 2019	Paula R PPE 10.06 to 10.19.2019		0.00	1,096.84
Oct 23, 2019	Graham's Paint "N" Paper Place		200.00	0.00
Oct 24, 2019	10242019, Petty Cash		0.00	892.97
Oct 29, 2019	10292019, Zehrs		0.00	445.00
Oct 29, 2019	Art Galia		300.00	0.00
Oct 30, 2019	Axiom Mortgage Solutions		300.00	0.00
Oct 31, 2019	BIA Operating (10500)		118.05	0.00
Oct 31, 2019	Deposit		1,553.53	0.00
			2,711.58	6,508.94

59

THAT a letter to Council requesting a waiver on 2020 room rental and set up fees be accepted and approved as distributed and forward for inclusion in the next regular council meeting.

CARRIED.

APPROVED.

6.3.2 Membership Statistics

- New businesses in the BIA area:
 - Dr. Christopher DiNatale, Riverside Dr. E.
 - Sketch Art Workshop, 12218 Riverside Dr. E.
- Members closed/moved/new owners/names:
 - Vine + Ash (formerly Mamo Burger)
 - Railside Jack's Grill & Bar (formerly The Broken Egg)
- Associate Membership Program
 - Have three businesses outside of the TOTBIA boundary interested in becoming an Associate Member
 - Chartwell St. Clair Beach Retirement Residency
 - Lombardi Barber Shop
 - Salt Sushi
- Total Number of Members currently open/established for business in the Tecumseh BIA:
 - Open – 400
 - Empty Units/Bldgs. – 36
 - Empty Lots/– 16
 - Houses - 13
 - Property Owners – 139
 - Grand Total - 603
- **Membership by Sectors**

Arts/Entertainment	4
Dining	59
Health & Wellness	132
Home/Commercial Services	14
Professional Services	62
Retail	129
Vacant Lots	16
Vacant Units/Bldgs.	36
Property Owners	139
Residential/Commercial Houses	12
TOTAL	603

6.3.2 Grand Openings for Members – Vine+Ash on November 28, 2019 at 4:30 pm.

6.3.3 Welcome Wagon – waiting to hear back from the representative

6.3.5 Home-Base Business Report – currently none

6.3.5 Christmas in Tecumseh & Santa Parade Sponsorship Project - \$2,500

- Email was sent to Members and received three sponsors:
 - Fowler Plumbing - \$500 for Movie
 - Bayshore Home Health - \$500 – Marshmallow Roast
 - Goodlife Fitness - \$1,000 Public Skating
 - Tecumseh BIA - \$1,700 Santa Village

6.4 COUNCIL REPORT –

From November 12, 2019 Meeting of Council:

- Customer Service Policy Administration is recommending adoption of the proposed Customer Service Policy. Calls are proposed to be responded to within 1 day, emails within 3 days, written correspondence within 5 days and social media postings within 1 day.

- Public Complaints Policy. It is proposed to establish a policy of acknowledgement, assign, investigate, and Resolve/Decision. Town staff will acknowledge a formal complaint within three (3) days and provide information on the next steps of the complaint process.
- Violence and Harassment in the Workplace Policy No. 68 Administration proposes to add to the scope of the policy as part of its 2019 review.
- Fire Alarm By-Law. Through proposed amendments, it is proposed that Town Administration shall be responsible for registration of both fire and security alarms; Provide for the imposition of two (2) 'At Fault False Alarms' before being charged for each 'At Fault False Alarm' thereafter during a calendar year; Prescribe the fee for registration under the annual Fees and Charges By-law; and Prescribe the fee for attendance to each 'At Fault False Alarm' as the Ministry of Transportation (MTO) rate for responses to an emergency on a provincial highway, for improved recovery of cost.
- Urban Hen Licensing Pilot Program. A two year pilot program allowing for 6 hens and a \$25 licence fee is being proposed subject to a public meeting.
- Alley Closing Policy. Administration proposes the formalizing of an alley closing policy in which the onus for securing the support of alley closures is left to the proponent.
- 20th Anniversary of Amalgamation Project. Administration recommends 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 at a cost of \$4,000.
- Charitable Bingo and Gaming Revitalization Initiative. Administration is recommending that the Municipality authorize electronic gaming within the Town boundaries.
- CIP Grant Application 12000 Tecumseh, Villa Pia Investments. Administration recommends approval of a Community Improvement grant for the property located at 12000 Tecumseh Road (adjacent to Frank Brewery) for the Planning Design and Architectural Grant Program in the amount of \$3,000; and the 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.

From November 12, 2019 Meeting of Council:

- 911 Misdials. Administration advises that there has been continuing increase of misdials to 911 which requires two OPP officers at an average time per call of 1.2 hours, billed to the Town (in 2019 there were 1,082 calls billed equating to 28.8% of all billable calls for service to date) and is requesting that the Municipal, Federal and Provincial governments and relevant associations, including but not limited to, the Ontario Association of Police Services Boards (OAPSB), the Ontario Association of Chiefs of Police (OACP), the Federation of Canadian Municipalities (FCM) and the Association of Municipalities of Ontario (AMO), be requested to lobby the telecommunications industry and smart phone manufacturers to develop a solution to 911 Misdials.
- Town Hall Expansion - Tender Award. Administration recommends that the tender for the Town Hall Expansion in the amount of \$2,807,000 excluding HST be awarded to Elmara Construction Co. Ltd. and that the Mayor and Clerk be authorized to execute an agreement, satisfactory in form to the Town's Solicitor, with Elmara Construction Co. Ltd.
- DocuPet Licensing Program. It is proposed that the Town engage with DocuPet as part of the existing dog licence program such that dog owners can track their pets electronically and reduce need for animal control.
- Various Policies and By-law Approvals. Administration recommends the approval of Professional Appearance Policy No. 96, Customer Service Policy No. 97, Public Complaints Policy No. 98, Health & Safety Policy No. 7, Violence & Harassment in the Workplace Policy No. 68, and Employee Service Award Policy No. 1, and that the False Fire Alarms By-law No. 2019-75, be adopted
- Condition of Lacasse Grandstand. Administration recommends that funding for the Lacasse Park grandstand replacement be referred to budget deliberations in the 2020 Parks Development Five (5) Year Capital Project Expenditure Forecast to engage the services of an architect to undertake a review of the grandstands, including public consultations, concept designs, and costing to replace the grandstands.
- Tecumseh Corn Festival - Future Direction. Administration recommends that the Town undertake a detailed program review and public consultations with Council, community members, current festival working group, OPP and municipal staff regarding the proposed future direction of the Tecumseh Corn Festival; and to prepare a report for Council's consideration on the program and operational structure for the 2020 festival and future years.
- Emergency Shelter Agreement Reception Evacuation Centre During a Declared Emergency. Administration recommends that an agreement be executed between The Corporation of the Town of Tecumseh and the Windsor Essex Catholic District School Board, relating to the Emergency Shelter Reception Evacuation Centre at the former St. Anne High School.

- 7.2 License Plate Covers – Several suggestions were offered on various layouts; remove Tecumseh Town and Town image. Include BIA logo, Life in motion and Tecumseh Proud.
- 7.3 Memorandum of Understanding – The chair asks for volunteers to help create the MOU; J. Champoux, A. Dowie and M. Kennedy will join the MOU committee.
- 7.4 Membership Notice – Received feedback from Town Treasurer and there has been no status change from MPAC on the privacy of information restrictions; the Town cannot provide personal information from MPAC's database. The public is free to view the Town's property tax roll at Town Hall. The property tax roll does include owner name and mailing address of all properties in town.
- 7.5 Way Finding Signage – Board agrees to differ this project until 2020.

(TOTBBM – 8-11)

NEW BUSINESS

- 8.1 Reminder to send agenda to Clerk and Manager Strategic Initiatives

(TOTBBM – 9-11)

NEXT MEETING

The TOTBIA next regular general meeting is scheduled on **Tuesday, December 10, 2019** at 6:00 PM in BIA Conference Room.

(TOTBBM – 10-11)

ADJOURNMENT

Motion: (BBM-58/19)

Moved by: P. Bistany

Second by: J. Champoux

THAT there being no further business, the November 13, 2019 regular general meeting of the TOTBIA Board of Management be adjourned at 8:10 PM.

CARRIED.

APPROVED.


Candice Dennis, Chair
Paula Rorai, Coordinator

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of
Tuesday, *December 10, 2019* at 12122 Tecumseh, Rd. E. Unit 2, Tecumseh, ON, at the hour of 6:00 PM.

(TOTBBM-1-12)

CALL TO ORDER

The meeting is called to order at 6:05 p.m. by Candice Dennis, Chair

(TOTBBM –2-12)

ROLL CALL

Chair	Candice Dennis
Treasurer	Paul Bistany
Director	Elisa Braccio
Director	Linda Proctor
Director	Michael Kennedy
Director	Shane Meloche

Regrets:	Vice Chair	Joseph Fratangeli
	Director	Brian Houston
	Director	Jules Champoux
	Councilor	Andrew Dowie
	Director	Scott Harris

Minute Taker:	Coordinator	Paula Rorai
---------------	-------------	-------------

Guest:

(TOTBBM – 3-12)

DISCLOSURE OF PECUNIARY INTEREST - No disclosure at this meeting.

(TOTBBM – 4-12)

DELEGATIONS – No delegations at this meeting.

(TOTBBM – 5-12)

COMMUNICATIONS

5.1 TOTBIA Board of Management Meeting Minutes

Motion: (BBM-59/19) Moved by: L. Proctor
Second by: S. Meloche

THAT the minutes of the Town of Tecumseh TOTBIA Regular Board of Management Meeting held on November 13, 2019 be approved as distributed.

APPROVED.

CARRIED.

5.2 LETTERS FROM – Christmas in Tecumseh Celebration Thank you letter from the Mayor

(TOTBBM – 6-12)

REPORTS

6.1 CHAIR REPORT – C. Dennis discusses next steps of posting for a new coordinator. It is agreed that at the next board meeting there will be designated time to discuss the coordinator job description. A reminder that attendance at most of board meetings are crucial in the successful planning and implementing of strategic plans, projects, and programs.

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

Tecumseh BIA		
2019 Month End Financials		
Treasurer's Report for the period ending:		11/30/2019
BIA Operating Account (8111130)	Bank Balance stands at:	\$ 43,323.96
Outstanding Payables	see detail page	\$ (3,373.18)
Outstanding Receivables	see detail page	\$ 910.00
BIA Ledger Balance stands at:		<u>\$ 40,860.78</u>
BIA Reserve Account -	Balance last month	\$ 34,998.69
	Interest	\$ 86.29
	Transfer from Operating (see NOTE)	
		<u>\$ 35,084.98</u>
BIA Petty Cash	stands at:	1,248.65
<u>Total BIA Current Assets :</u>		<u>\$ 77,194.41</u>
Tecumseh Dollars	Current Outstanding	\$ 19,000.00
BIA Liabilities and Equity :	from Sage 50 report	\$ 83,907.12
<u>Total BIA Liabilities and Equity :</u>		<u>\$ 102,907.12</u>
Year To Date Levy Tax Requisition:	1st Quarter @ March 31	\$ 27,250.00
for 2019	2nd Quarter @ June 30	\$ 31,250.00
	3rd Quarter @ September 30	\$ 29,250.00
	4th Quarter @ December 31	\$ -
Total Levy received to Date:		<u>\$ 87,750.00</u>

Tecumseh Business Improvement Area				
BIA Operating Account - # 8111130			11/30/2019	
Outstanding Payments				
2029	10012019, Shoppers Drug Mart	-140.00		
2031	10012019, Torino's Restaurant	-305.00		
2052	Flowers by Phil	-56.50		
2053	By The Book	-678.00		
Wages	Paula R PPE 11-03 to 11-16.2019	-1,096.84		
Wages	Paula R PPE 11-17 to 11-30-2019	-1,096.84		
			<u>- \$3,373.18</u>	
Outstanding Receivables				
	11201913, Leslie Reeves	50.00		
	11201913, Shane Meloche	50.00		
	11201913, Mike Kennedy	50.00		
	11201913, Tania Jobin	50.00		
	11201913, Candice Dennis	50.00		
	11201913, Sage Salon & Spa	100.00		
	3998/4207-4214, Len Beaulieu	160.00		
	4376-4395, Jen Kogan	160.00		
	4346-4375, John-Marc	240.00		
			<u>\$ 910.00</u>	
Operating Account - activity		(Invoices paid in this month)		
Date	Reference	Detail	DR	CR
Nov 02, 2019	Paula R PPE 10-20 to 11-02-2019		0.00	1,096.84
Nov 05, 2019	Town of Tecumseh		0.00	45.00
Nov 05, 2019	Monarch Office Supply Inc.		0.00	61.46
Nov 08, 2019	00072676, Shoreline Week		0.00	406.80
Nov 13, 2019	11132019, Zehrs		0.00	720.00
Nov 14, 2019	Town of Tecumseh		0.00	2,500.00
Nov 14, 2019	Lacasse SPG		0.00	230.52
Nov 14, 2019	Flowers by Phil		0.00	56.50
Nov 14, 2019	By The Book		0.00	678.00
Nov 14, 2019	Kelcom		0.00	85.61
Nov 14, 2019	000202019, Town of Tecumseh		80.00	0.00
Nov 14, 2019	Cogeco Payment Centre		0.00	175.76
Nov 14, 2019	VisaPayment		0.00	193.65
Nov 16, 2019	Paula R PPE 11-03 to 11-16.2019		0.00	1,096.84
Nov 19, 2019	11192019, Cycle Culture Shop		0.00	600.00
Nov 21, 2019	11212019, Don'S Disc Jockey Service		0.00	425.00
Nov 21, 2019	Deposit		6,380.00	0.00
Nov 26, 2019	11201913, Leslie Reeves		50.00	0.00
Nov 26, 2019	11201913, Shane Meloche		50.00	0.00
Nov 26, 2019	11201913, Mike Kennedy		50.00	0.00
Nov 26, 2019	11201913, Tania Jobin		50.00	0.00
Nov 26, 2019	11201913, Candice Dennis		50.00	0.00
Nov 26, 2019	11201913, Sage Salon & Spa		100.00	0.00
Nov 27, 2019	3998/4207-4214, Len Beaulieu		160.00	0.00
Nov 28, 2019	4376-4395, Jen Kogan		160.00	0.00
Nov 29, 2019	4346-4375, John-Marc		240.00	0.00
Nov 30, 2019	Nov 2019, Danilo's Enterprises Limited		0.00	1,000.00
Nov 30, 2019	BIA Operating (10500)		107.99	0.00
Nov 30, 2019	Paula R PPE 11-17 to 11-30-2019		0.00	1,096.84
Nov 30, 2019	BIA Operating (10500)		0.00	1.47
			7,477.99	10,470.29

Motion: (BBM-60/19) Moved by: M. Kennedy

Second by: S. Meloche

THAT the Month End Treasurer's Report as of November 30, 2019 be accepted and approved as distributed and filed for audit.

CARRIED.

APPROVED.

6.3 COORDINATOR REPORT – P. Rorai reports

6.3.1 Membership Statistics

- New businesses in the BIA area:
 - Sketch Art Workshop, 12218 Riverside
- Members closed/moved/new owners/names:
 - None at this time
- New Associate Members
 - Chartwell St. Clair Beach Retirement Residency, 13500 Riverside Dr E

Total Number of Members currently open/established for business in the Tecumseh BIA:

Open – 403
Empty Units/Bldgs. – 35
Empty Lots/– 16
Houses - 12
Property Owners – 139
Grand Total - 605

Arts/Entertainment	5
Dining	60
Health & Wellness	133
Home/ Commercial	
Services	14
Professional Services	62
Retail	129
Vacant Lots	16
Property Owners	139
Vacant Units/Bldgs.	35
Residential/Commercial	
Houses	12
	605

6.3.2 Grand Openings for Members – Ingenuity Counsel on December 19, 2019 at 4:00 pm.

6.3.3 Welcome Wagon – waiting to hear back from the representative

6.3.4 Home-Base Business Report – currently none

6.3.5 License Plate – several layouts were submitted, and some additional changes will be made.

6.3.6 OBIAA Conference – will be held on April 19 – 22, 2020 In Toronto; it is recommended that two people attend: Coordinator and Vice Chair.

6.3.7 Tecumseh Dollar Contest Winners – the list of people whose names were selected on December 5th will be placed in the Shoreline Tecumseh, BIA Facebook, Twitter and website.

6.3.8 Xero User list – it was recommended that currently just the Coordinator's name is the main user of the new accounting and payroll programs.

6.4 COUNCIL REPORT –

Highlights from the December 10, 2019

- Local Government Week Award Winners: local students Maya Wadi, Allisyn Teti and Alex Acanne were celebrated at Council this evening for their entries in the Local Government Week contests. Maya won the Time Capsule contest and Allisyn and Alex came in first and second place (respectively) for their essays. Allisyn and Alex will shadow the Mayor and Deputy Mayor for a day in the new-year as part of their win.
- Climate Change Declaration: Following an established trend in Canada—including recent declarations by the City of Windsor, Essex County, the Essex Region Conservation Authority and Chatham-Kent—Council declared a Climate Emergency based on the knowledge that climate change is an emergency with no foreseeable conclusion. Council acknowledged a response that is more sustainable in how Tecumseh conducts business. Going forward, Administration will identify action items, implementation measures and cost requirements to assist Council in prioritizing emissions reductions and preparing for our climate future.
- Urban Hens Pilot Project: Council approved a two-year pilot program to keep hens in the urban area of Tecumseh. As part of the pilot, residents must file an application to keep urban hens, pay a \$25.00 fee, have an on-site inspection and meet all conditions outlined in the program. Properties up to 10,000 square feet will be permitted to have 6 hens with an additional hen per 3,000 square foot over 10,000 up to 12 hens. This decision follows public consultation via an online survey and Public Information Centre (PIC). The program will get underway in 2020 upon by-law adoption. Council asked staff to make two amendments to the program to allow a variance process for proposed hen facilities that may extend beyond the rules set out above and to provide for the keeping of hatchlings identified as pullets at an age younger than 4 months. Full details on the program start and how to apply will be posted at www.tecumseh.ca.
- Alley Closing Policy: following public consultation, Council approved the Alley Closing Policy presented at the Policies and Priorities Meeting in October 2019. The policy establishes a fair and consistent manner to address requests for closures and sales as well as the disposal of alleys deemed surplus.
- Monroe Island Servicing: Following a request from the Town of Lakeshore, Council directed Administration to negotiate an agreement with the Town of Lakeshore and the property owner of 454 Brighton Road historically known as Monroe Island to provide road access and municipal services to the island to facilitate its development for a single detached residence. The agreement will be returned to Council for consideration of approval. Council also agreed to cooperate with Lakeshore, should a request be forthcoming to adjust the municipal boundary to bring Monroe Island into Tecumseh.
- Tecumseh Vista Trail: Council approved the 5-year extension of the easement agreement for the Tecumseh Vista Trail, which physically traverses two private properties, one owned by 2041235 Ontario Ltd (Mr. Michael Valente and Mr. Steven Valente) and the other owned by Mr. Clement Lachance and Mr. Eugene Lachance. The agreement allows for the continued public use of the trail that extends from Tecumseh Vista School to McAuliffe Park. The trail provides an active living connection for students, cyclists and pedestrians.
- Fire Services Capital Works Plan: Council approved spending \$32,800 on new equipment in 2020 as part of the five-year capital works plan for equipment. The items to be purchased next year include phone pagers, helmets, leather boots and bunker gear. Administration will also undertake a review of a Self-Contained Breathing Apparatus replacement program and replacement of Fire's Communication System with a report back in 2020.
- Parks and Recreation Capital Works Plan: Council approved spending \$374,000 on various renovations and repairs to Town buildings as part of the 5-year capital works plan for buildings. The works include: refurbishments to Town Hall, the Public Works buildings on Lacasse and one of the salt sheds; an architect for the Cada Library improvements; and improvements at Fire Hall #1, the St. Clair Beach Community Centre and the Carling and St. Mary's Pavilions. For Parks, Council approved more than \$1 million in parks projects funded mainly through reserves. New projects for 2020 include installation of a new splashpad at McAuliffe Park; new community electronic signs at both Lakewood and McAuliffe Parks; pier boardwalk repairs at Lakewood Park; and, public consultation and design work on the replacement of the Lacasse grandstand. Also included at various parks throughout the Town are sign replacements, playsets, improvements at existing playgrounds and park benches and waste receptacles.
- Public Works and Environmental Services Capital Works Plan: Council approved spending more than \$10.5 million on projects in the 5-year Public Works and Environmental Services capital works plan. Major works for 2020 include: the annual asphalt paving and sidewalk repair programs (including tar and chip); watermain replacements on Highway 3 and Walker Road; sanitary sewer replacement on Tecumseh Road from Southfield to Lesperance; design of improvements on Lesperance Road at the VIA Rail tracks; design of improvements on Lanoue Street; design of the Manning Road Secondary Plan Area stormwater management facility; commencement of the stormwater management analysis and Class Environmental Assessment for the Tecumseh Hamlet Secondary Plan Area; a Shoreline Management Plan; and a Stormwater Rate Study.
- 2020 Fees and Charges By-Law: Council adopted a by-law for the 2020 Administrative Fees and Charges. Fees and charges are increased annually in the order of approximately 2%. Some changes exceed that increase for 2020, including the fire alarm registration and false alarm fees previously approved by Council; an increase to Tecumseh Transit fees of 25 cents for a single

fare and \$5 for a monthly pass; \$16 increase to the fee for a police check for employment purposes; and \$294 increase for a traffic collision report. Full details on the new fees and charges is posted on our website at www.tecumseh.ca/userfees.

- 2020 Water and Wastewater Rates: Council received the report on the 2020 Water and Wastewater Rates, and approved an increase to the water rate, wastewater rate and fixed rate. The water rate increases by 3%, the wastewater rate increases by 2% and the fixed rate increases by 6%. Residents will see this change on their Essex Powerlines water bill in the new-year.
- Storm Drainage Master Plan: following a legislated 30-day review, Council approved the Storm Drainage Master Plan filed earlier this year. The plan addresses the impacts of surface flooding on the urbanized residential areas of Tecumseh. A list of recommended solutions identified in the study will be incorporated into the annual Public Works and Environmental Services Capital Works Plan going forward. Grant opportunities for funding of these projects will be explored going forward.
- Sylvestre Drive Environmental Assessment: Council adopted the Sylvestre Drive Sanitary Sewer Extension, Municipal Class Environmental Assessment (Class EA), Schedule B with costs associated with design and construction included in the Public Works and Environmental Services 2020-2024 Capital Works Plan. There were no Part II Orders submitted to the Ministry of Environment, Conservation and Parks during the 30-day review period, and as such, the Class EA is now considered approved and may proceed to the detailed design and implementation phases.

6.5 COMMITTEE REPORTS

6.5.1 Marketing Committee – No report at this meeting.

6.5.2 Membership Committee

6.5.2.1 Tecumseh Dollar Program – The current Tecumseh Dollar report was distributed; see attached report. There was discussion on the value of the new Tecumseh Dollars to be printed.

Motion: (BBM-61/19)

Moved by: M. Kennedy

Second by: S. Meloche

THAT the new Tecumseh Dollar values for 2020 be printed as follows: Tecumseh Dollars purchased in \$25 and \$50 denominations total \$25,000.00 in value and that Tecumseh Dollars donated in \$10 and \$25 denominations total \$5,000 in value.

CARRIED.

APPROVED.

6.5.2.2 Associated Membership – There are two businesses interested in joining as associates: Lombardi Barber and Salt Sushi. An advertising campaign will be created to inform businesses outside of the BIA boundary.

6.5.3 Streetscaping Committee

6.5.3.1 BIA Parkette – No report at this meeting.

6.5.3.2 Bike Racks – 15 bike racks have been delivered. Public Works will install bike racks on municipal property and deliver racks to those Members who want the rack installed on private property.

6.5.4 Events Committee

6.5.4.1 Night Market – L. Proctor will contact previous committee volunteers to help with 2020 events on June 19 and July 17.

6.5.4.2 BIA Christmas Party – The 55th annual Members' Christmas Party was once again a success; 131 people attended, and everyone complimented on the buffet and thoroughly enjoyed having the dance floor in the main hall.

6.5.5 2020 Budget Committee

6.5.5.1 The Coordinator requests that the 2020 budget be reformatted to match the accounts that will be revised in the general ledger for the new accounting software. A second draft of the budget will be ready for review at the next board meeting. It was recommended that the annual general meeting be held on March 4, 2020 for the Membership to review and discuss the proposed budget prior to forwarding to council for approval.

(TOTBBM – 7-12)

UNFINISHED BUSINESS

- 7.1 Accounting – The new accounting software will be completed by January 1, 2020.
- 7.2 License Plate Covers – Several suggestions were offered on various layouts; remove Tecumseh Town and Town image. Include BIA logo, Life in motion and Tecumseh Proud.
- 7.3 Memorandum of Understanding – The chair asks for volunteers to help create the MOU; J. Champoux, A. Dowie and M. Kennedy will join the MOU committee.
- 7.4 Membership Notice – Received feedback from Town Treasurer and there has been no status change from MPAC on the privacy of information restrictions; the Town cannot provide personal information from MPAC's database. The public is free to view the Town's property tax roll at Town Hall. The property tax roll does include owner name and mailing address of all properties in town.
- 7.5 Way Finding Signage – Board agrees to differ this project until 2020.

(TOTBBM – 8-12)

NEW BUSINESS

- 8.1 Updates to the Constitution must include: the new address, revised date for the annual general meeting and the new Associate Membership Program
- 8.2 The Chair requests that the Strategic Plan, the Constitution and the list of Members who accept Tecumseh Dollars be sent to the Board via email.
- 8.3 The Chair requests that at the next board meeting the following items be on the agenda and designate at least 30 minutes to discuss on each item: 2020 budget, Strategic Plan, Coordinator position.

(TOTBBM – 9-12)

NEXT MEETING

The TOTBIA next regular general meeting is scheduled on **Wednesday, January 8, 2020 at 6:00 PM** in BIA Conference Room.

(TOTBBM – 10-12)

ADJOURNMENT

Motion: (BBM-62/19)

Moved by: P. Bistany

Second by: L. Proctor

THAT there being no further business, the December 10, 2019 regular general meeting of the TOTBIA Board of Management be adjourned at 7:30 PM.

CARRIED.

APPROVED.

<p style="text-align: center;">DRAFT ONLY MINUTES NOT APPROVED</p>

Candice Dennis, Chair

Paula Rorai, Coordinator



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: January 14, 2020

Report Number: CS-2020-01

Subject: 2019 Open and Closed Meetings

Recommendations

It is recommended:

That Report CS-2020-01 regarding 2019 Open and Closed Council Meetings, **be received.**

Background

The purpose of this report is to provide information on the number and length of open and closed meetings Council holds annually and to ensure the Town's actions are transparent to the public. In accordance with Section 270 of the *Municipal Act, 2001* (Act) and the Town's Transparency and Accountability Policy No. 61, Council is to be accountable to the public for its actions and to ensure that the manner in which the Town operates is transparent.

With respect to the transparency of Council meetings, Section 239 of the Act states that all meetings shall be open to the public. A meeting, or part of a meeting, may be closed to the public if the subject matter being considered is:

- a) the security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;

- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Section 239 of the Act also allows for closed meetings when the subject matter being considered is a request under the *Municipal Freedom of Information and Protection of Privacy Act*; or when the meeting is being held for the purpose of educating or training the Members and no discussion is held on matters that in any way materially advances the business or decision-making of the Council.

The Town's Council Procedural By-law No. 2017-62 (Procedural By-law) also confirms that closed meeting obligations are met. The Procedural By-law was last updated in 2017 to be consistent with and in compliance with the Act, at that time, and for housekeeping matters.

A person may request an investigation be undertaken by the Ombudsman of whether the Town has complied with section 239 or its Procedural By-law in respect of a meeting, or part of a meeting, that was closed to the public.

Comments

The following information has been compiled on open and closed Council meetings for 2019. The meetings are presented in three open categories:

1. Regular Council Meetings (RCM)
2. Public Council Meetings (PCM), and
3. Special Council Meetings (SCM)

The meetings held in closed sessions (In-Camera Council Meetings) are also shown.

Table A - 2019 Council Meetings

Table A below provides a summary of the number of meetings, number of agenda items, total duration of meetings and average duration of meetings for each type of meeting held in 2019.

The agenda items include: delegations, communication motions, reports, one item representing all by-laws, and motions passed under unfinished business, new business and motions.

Meeting Type	# of Meetings	# of Agenda Items	Total Duration	Average Duration
RCM	20	312	25 hrs. 48 min.	1 hr. 17 min.
PCM	18	128	13 hrs. 9 min.	0 hr. 43 min.
SCM	10	34	20 hrs. 57 min.	2 hrs. 5 min.
In-Camera	9	28	6 hrs. 14 min.	0 hr. 41 min.

Table B - 2018 Council Meetings

Table B gives a summary of the 2018 meetings, including the number of meetings, number of agenda items, total duration of meetings and average duration of meetings for each type of meeting.

Meeting Type	# of Meetings	# of Agenda Items	Total Duration	Average Duration
RCM	18	274	30 hrs. 21 min.	1 hr. 41 min.
PCM	7	50	6 hrs. 21 min.	0 hr. 54 min.
SCM	7	9	14 hrs. 11 min.	2 hrs. 1 min.
In-Camera	16	36	11 hrs. 17 min.	0 hr. 52 min.

Table C – 2018 to 2019 Council Meeting Averages

Table C shows the average number of meetings, number of agenda items, total duration of meetings and average duration of meetings held in 2018 and 2019.

Meeting Type	# of Meetings	# of Agenda Items	Total Duration	Average Duration
RCM	19.0	293.0	28 hrs. 4 min.	1 hr. 29 min.
PCM	12.5	89.0	9 hrs. 45 min.	0 hr. 49 min.
SCM	8.5	21.5	17 hrs. 34 min.	2 hrs. 3 min.
In-Camera	11.0	32.0	8 hrs. 45 min.	0 hr. 46 min.

Table D – 2015 to 2018 Council Meeting Averages – Term of Council

Table D shows the average number of meetings, number of agenda items, total duration of meetings and average duration of meetings held during the 2015-2018 term of Council.

Meeting Type	# of Meetings	# of Agenda Items	Total Duration	Average Duration
RCM	20	317	32 hrs. 9 min.	1 hr. 39 min.
PCM	13	62.5	8 hrs. 28 min.	0 hr. 39 min.
SCM	9	21	18 hrs. 51 min.	2 hrs. 0 min.
In-Camera	10	26	7 hrs. 43min.	0 hr. 45 min.

Analysis

The number of 2019 RCMs and the number of agenda items are slightly more than 2018 and fairly consistent with the 2015 – 2018 term of Council. The average duration of 2019 RCMs is slightly less than the average of the last term of Council.

Council normally meets on the second and fourth Tuesday of each month. This schedule is amended annually by eliminating two (2) meetings during the summer. The number of meetings will also vary each year as meetings may be cancelled due to conflicts with annual holidays or other municipal business, events and activities. In 2018, the second meeting in October was not held due to the Municipal Elections.

The number of PCMs in 2019 was higher than the number of meetings in 2018 and the average for the prior term of Council. PCMs are generally held to receive public comment on drainage and planning matters, as required under the *Drainage Act* and *Planning Act*. The duration of meetings and agenda items will vary depending on the level of public interest and engagement on the subject meeting matters.

SCMs typically include annual recurring meetings for the purposes of strategic planning and priority setting, annual capital projects road tour, awards and committee appointments; and draft budget reviews for the following year.

There were more SCMs held in 2019 than 2018 and more than the average for the prior term of Council. In 2019, two SCMs were held; one to consider the 2019 Budget in early January due to the timing of the Municipal Election in October 2018 and the second in November 2019 to consider the 2020 Budget as is the normal practice in a non-election year. There were also SCMs held to educate Council on communications following the election and on the Multi-use Sportsplex. In addition, significant studies, such as the Development Charges Study, Brighton Road Traffic Study, Storm Drainage Master Plan and the OPP Billing Model were presented at SCMs.

In 2019, the most common reasons for meetings to be called In-Camera were to consider matters regarding litigation and solicitor-client privilege, the disposition of land and labour relations. The number of closed meetings will fluctuate each year depending on current issues

and events. There were nine meetings held in closed session in 2019, slightly less than 2018 and the average for the prior term of Council.

Consultations

None

Financial Implications

There are no financial implications relating to this report.

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 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:

Sue White
Administrative Assistant to Director Corporate
Services & Clerk

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Parks & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Parks & Recreation Services

Date to Council: January 14, 2020

Report Number: PRS-2020-01

Subject: 2020-2024 Arena and Pool Five (5) Year Capital Works Plan

Recommendations

It is recommended:

That the following projects with renovations and repairs to Municipal Facilities **be approved** for 2020:

No.	Arena	Previously Approved	Requested for 2020	Total Costs
1	Replacement Spectator Safety Netting	\$18,000	--	\$18,000
2	Building Environment Control System (BMS)	\$45,000	--	\$45,000
3	Sportsplex - Architect Grant Non Eligible Portion	--	\$280,952	\$280,952
4	Sportsplex - Architect Construction Phase	--	\$2,690,189	\$2,690,189
6	Sportsplex - Construction & Non Rebateable HST	--	\$52,325,019	\$52,325,019
7	McAuliffe Diamond Upgrade Artificial Infield	--	\$500,000	\$500,000
8	Building Environment Control System (BMS)	--	\$7,000	\$7,000
9	Rink A Brine Pump and Chiller Replacement	--	\$200,000	\$200,000
10	Replacement HVAC Units (2)	--	\$28,000	\$28,000
11	Second Floor Kitchen Renovations	--	\$10,000	\$10,000
12	Dressing Room HVAC Unit Upgrades	--	\$6,000	\$6,000

No.	Arena	Previously Approved	Requested for 2020	Total Costs
13	New Door and Insulation for Referees Room	--	\$5,000	\$5,000
14	Annual General Repairs	--	\$10,000	\$10,000
	Sub-total	\$63,000	\$56,062,160	\$56,125,160
	Federal / Provincial Infrastructure Grant	--	\$39,869,101	\$39,869,101
	Town Funding (\$10,593,500)	--	\$9,747,059	\$9,747,059
	New Infrastructure Reserve	--	\$1,180,000	\$1,180,000
	Community Fundraising	--	\$4,000,000	\$4,000,000
	Arena Lifecycle Reserve	\$63,000	\$1,266,000	\$1,329,000
	Pool	Previously Approved	Requested for 2020	Total Costs
1	Pump Replacement	--	\$10,000	\$10,000
2	Refurbish Tot Pool	--	\$23,000	\$23,000
3	Lap Pool Heater Replacement	--	\$17,000	\$17,000
	Pool Lifecycle Reserve	\$0	\$50,000	\$50,000
	Grand Total Costs	\$63,000	\$56,112,160	\$56,175,160

And that Council adopt:

- 1 Appendix A 2020 – 2024 Arena Five (5) Year Capital Works Plan
- 2 Appendix B 2020 – 2024 Pool Five (5) Year Capital Works Plan

Executive Summary

The intent of this report is to present to Council for its formal adoption the 2020-2024 Arena and Pool Five (5) Year Capital Works Program.

The detailed capital project plan includes the arena and pool planned 2020 renovations, repair, and new infrastructure projects.

Highlights of the plan include:

- Sportsplex architect and construction project - subject to Investing in Canada Infrastructure Program (ICIP) grant approval
- McAuliffe Diamond Upgrade Artificial Infield – subject to ICIP grant approval
- Rink A Brine and Chiller Replacement
- Numerous smaller infrastructure upgrades to Arena and Pool Facilities

Lifecycle reserves are used to fund replacement and repair projects, while the Infrastructure reserve is generally used to fund enhancements or new projects.

The Lifecycle Arena reserve and Lifecycle Pool reserve have sufficient balances and annual allocations to fund the projects included in the five-year plan, including Architect costs with respect to the Sportsplex that are not ICIP grant eligible. The Infrastructure reserve has sufficient annual allocations to fund the estimated debt servicing costs for Sportsplex debt, should the grant funding be awarded, and has sufficient current balance to fund an initial allocation of approximately \$1.2 million towards Sportsplex construction costs.

Background

Many of the above noted projects are intended to upgrade existing facilities and to make the operation of the Arena and Pool safer for workers, participants and visitors, in addition to lowering the utility consumption of both facilities.

The Spectator Replacement Netting was a carry forward item. Quotes were finalized in the 3rd quarter of 2019; the project will be completed in 2020.

The Environmental Control System (BMS) was a carry forward item. An RFQ was performed in the 4th quarter of 2019; this project will be completed in the 1st quarter of 2020. An updated request for additional funding to cover the shortfall from the RFP lowest proposal and 2019 approved budget is required, please note the description outlined in the comment section for 2020 projects.

Comments

Arena – 2020 – 2024

Arena – 2020

Sportsplex – Architect Fees - Grant Non-Eligible Funding \$280,952

- The request is to fund the remaining balance of the concept design portion for the architect services contract (\$166,262) based on the increased budget of \$52,690,459 for the project, as a result of the Class D costing which provided current pricing.
- The second portion of the request is to approve advance funding to design and prepare tender documents for early works on underground storm water storage, (\$64,859) this work could be tendered upon announcement of approved grant funding to keep the project moving forward. Work on the underground services would commence immediately while the remaining complex construction documents are completed for late fall tendering.
- The funding request also includes an amount to cover the 1.76% non-rebateable portion of HST (\$49,831) for the project architect fees based on the total architect service cost of \$2,881,141.

Sportsplex – Architect Project Management Fees for Construction Phase \$2,690,189

- The remainder of fees for CS&P Architect services contract for the Sportsplex project is \$2,200,189.
- The request for funding also includes \$400,000 for a Project Manager and \$90,000 for Project Manager Support services for the duration of the project.

Sportsplex Construction \$52,325,019

- Construction costs including 10% contingency allowance, and net of architect costs, are estimated to be \$51,425,019.
- An allowance is also included for \$900,000 for the 1.76% of non-rebateable HST on the total construction cost, which is exempt from grant funding.

The ICIP grant application, through the Community, Culture, & Recreation Stream, has been submitted and it is anticipated the successful grant funding announcements will be made late in the 1st quarter of 2020. Upon successful award, the project would commence construction in late 2020 or early 2021.

McAuliffe Diamond Upgrade Artificial Infield \$500,000

- The Sportsplex construction will cause the loss of Hebert Field thereby requiring an additional diamond to accommodate the Tecumseh Ranger Baseball program, specifically for the Bantam/Midget programs.
- The upgrades to field # 2 at McAuliffe Park include installing a new artificial turf infield and upgrades to backstop and dugouts. The upgrades to the infield, along with current lighting, will extend field usage of this diamond to meet the required playing time needs.
- Funding for the upgrade to the field was included in the overall ICIP Sportsplex project funding application.

Environmental Control System (BMS) \$7,000

This is a carry forward project that was scheduled for 2019 at a budget of \$45,000. An RFQ performed in the 4th quarter resulted in a project cost of \$52,000, or \$7,000 over the approved budget. It is recommended to increase the Capital Works Budget by \$7,000 to cover the increased cost of the project.

Rink A Brine Pump and Chiller Replacement \$200,000

The chiller is a critical part of the Arena operation. The useful life of this equipment is 20 to 25 years. The equipment will be 20 years old in 2020. The replacement of the chiller and brine pump will maintain the safety for staff and users. If this equipment were to experience a failure during the operating season, there could be an interruption to operations, including the closure of Rink A and resultant loss of revenue. Replacing and upgrading this equipment would enhance the operation of the refrigeration plant's efficiency, and by the use of modern technology, it will lower the energy consumption while maintaining a quality ice surface.

Two (2) Replacement HVAC Units \$28,000

There are two (2) units remaining on the roof of this facility from the original 1995 construction. These units use R22 refrigerant, which is no longer available due to environmental regulations. In the event of a unit failure, it would have to be replaced on emergency repair. The existing units are 65% energy efficient, and the new replacement units will be between 85% to 90% energy efficient. There is a potential 20% to 25% energy savings on operating cost annually for each unit.

Second Floor Kitchen Wall Renovation \$10,000

There have been many changes to the operation of the Arena second floor kitchen since the closing of the restaurant operation. The kitchen has changed gradually from a full commercial kitchen to a more domestic, user friendly and safer operation. The renovation would enhance the kitchen and provide a more appealing venue to rentals, creating more revenue opportunities.

Dressing Room HVAC Unit Upgrades \$6,000

The computer for the Dressing Room HVAC unit for the ten (10) dressing rooms at the arena is outdated and causing operational issues during the spring/fall seasons. The computer control needs an upgrade to optimise the unit's operational efficiency, and keeping the dressing rooms at acceptable temperature levels.

New Door and Insulation for the Referees' Room \$5,000

The referees' dressing room is located in a hallway connected to Rink B with no separation between the rink and referees' dressing room. The room is affected by cool air conditions off Rink B. It is recommended to install a door on the hallway and insulate the room to improve temperature condition.

Annual General Lifecycle Repairs \$10,000

Annually \$10,000 is budgeted to address smaller capital projects that have not been specifically identified. Annually situations arise that require attention, such as pump replacements, light fixtures etc.

Arena – 2021

Sportsplex Debt Payment	\$550,000
Refrigeration Room Electrical Panel Upgrades	\$120,000
Rink A Dasher Board Replacement	\$85,000
Ice Temperature Controller Upgrades	\$50,000
Arena Second Floor Roof Refurbishment	\$110,000
Annual General Lifecycle Repairs	\$10,000

Arena – 2022

Rink B Brine Pump and Chiller Replacement	\$200,000
---	-----------

Rink B chiller is a critical part of the Arena operation, similar to A side chiller. The useful life of this unit is 20 to 25 years. The replacement of the chiller and brine pump will maintain the safety to staff and users. If this equipment were to experience a failure during the operating season there could be consequences, such as risk to the public and closing of the facility with loss of revenue. Upgrading this equipment would enhance the operation of the refrigeration plant's efficiency by the use of modern technology to lower the power consumption and do a better job of making ice.

Sportsplex Debt Payment	\$550,000
Arena Rear Building Roof Repair	\$105,000
Replacement Evaporative Condenser	\$150,000
Annual General Lifecycle Repairs	\$10,000

Arena - 2023

Sportsplex Debt Payment	\$550,000
Rink A Exterior Wall Assembly Improvements	\$100,000
Rink B Dasher Board Replacement	\$85,000
Annual General Lifecycle Repairs	\$10,000

Arena - 2024

Sportsplex Debt Payment	\$550,000
Dressing Room and Hallway Rubber Flooring Replacement	\$200,000
Rink B Munters Dehumidifier Replacement	\$90,000
Annual General Lifecycle Repairs	\$10,000

Pool - 2020 – 2024

Pool – 2020

Replace Pumps and Motors	\$10,000
--------------------------	----------

The two (2) main pumps and motors have reached their useful life, and require replacement.

Tot Pool Refurbishment	\$23,000
------------------------	----------

The present coating on this pool is failing, and requires replacement. This new coating has proven beneficial to the main pool. The coating will benefit the operation and maintenance schedule of this facility.

Lap Pool Replacement Boiler	\$17,000
-----------------------------	----------

The Lap Pool boiler has reached its useful life. There have been regular repairs to this boiler and there have been constant minor failures. There will be increased operational efficiency of the boiler.

Pool – 2021

Replace Pumps and Motors	\$10,000
Replacement Chlorine Storage Tank	\$7,000

Pool – 2022

Pool Spray Feature Controls Replacement	\$15,000
---	----------

Pool – 2023

Digital Chemical Control System	\$15,000
---------------------------------	----------

Pool – 2024

Projects not yet identified not to exceed yearly budget allocation	\$45,000
--	----------

Consultations

Financial Services

Financial Implications

Project costs have been outlined throughout the Comments section. The funds required for Arena and Pool are generally funded from lifecycle (LC) reserves as outlined in the attachments. Funding from sources other than lifecycle allocations have been noted in project write-ups and within the reserve schedules attached.

Projects proposed for Council consideration are limited by LC balances available. The adequacy of annual LC contributions is reviewed as part of the annual budget process and Asset Management Plan.

The funding strategy with respect to the Sportsplex project was originally outlined in Council Report P&R 06/17 and subsequently updated in Council Report PRS-2019-09. This strategy is contingent on ICIP grant funding and includes community fundraising, long-term debt and reserve funds.

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 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:

Ray Hammond, RRFO, CARPT
Manager Facilities

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Appendix A 2020 – 2024 Arena Five (5) Year Capital Works Plan
2	Appendix B 2020 – 2024 Pool Five (5) Year capital Works Plan

Attachment 1 - Appendix A - Arena 2020-2024 Five Year Capital Works Plan

LC Arena (1580)	2020	2021	2022	2023	2024
Opening Balance	\$ 1,134,000	\$ 1,173,000	\$ 986,000	\$ 709,000	\$ 702,000
Budget Allocation	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
Ice Capital Surcharge	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000	\$ 23,000
Training Room Net Proceeds	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000
Infrastructure Reserve - Sportsplex	\$ 1,180,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
Excess Arena Advertising Revenue	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Funds Available	\$ 2,502,000	\$ 1,911,000	\$ 1,724,000	\$ 1,447,000	\$ 1,440,000
Building - Environmental Control System	\$ 45,000	\$ -	\$ -	\$ -	\$ -
Rink Spectator Netting Replacement	\$ 18,000	\$ -	\$ -	\$ -	\$ -
Total Committed	\$ 63,000	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 2,439,000	\$ 1,911,000	\$ 1,724,000	\$ 1,447,000	\$ 1,440,000
Proposed - Lifecycle Expenditures	\$ 1,266,000	\$ 925,000	\$ 1,015,000	\$ 745,000	\$ 850,000
Balance Available	\$ 1,173,000	\$ 986,000	\$ 709,000	\$ 702,000	\$ 590,000
Arena Expenditure Forecast	2020	2021	2022	2023	2024
Sportsplex Architect Grant Non Eligible Portion	\$ 280,952	\$ -	\$ -	\$ -	\$ -
Sportsplex - Achitect Construction Phase	\$ 2,690,189	\$ -	\$ -	\$ -	\$ -
Sportsplex - Construction & Non rebatable HST	\$ 52,325,019	\$ -	\$ -	\$ -	\$ -
McAuliffe Diamond Upgrade Artificial Infield	\$ 500,000	\$ -	\$ -	\$ -	\$ -
Sportsplex - Debt Payments	\$ -	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
Building - Environmental Control System	\$ 7,000	\$ -	\$ -	\$ -	\$ -
Rink A Brine Pump and Chiller Replacement	\$ 200,000	\$ -	\$ -	\$ -	\$ -
Replacement (2) HVAC Units	\$ 28,000	\$ -	\$ -	\$ -	\$ -
Second Floor Kitchen Renovation	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Dressing Room HVAC Unit Upgrades	\$ 6,000	\$ -	\$ -	\$ -	\$ -
New Door and Insulation for Referees Room	\$ 5,000	\$ -	\$ -	\$ -	\$ -
Annual General Lifecycle Repairs	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Refrigeration Room Electrical Panel Replacement	\$ -	\$ 120,000	\$ -	\$ -	\$ -
Rink A Dasher Boards Replacement	\$ -	\$ 85,000	\$ -	\$ -	\$ -
Ice Temerature Control System Upgrade	\$ -	\$ 50,000	\$ -	\$ -	\$ -
Second Floor Roof Refurbishment	\$ -	\$ 110,000	\$ -	\$ -	\$ -
Rink B Brine Pump and Chiller Replacement	\$ -	\$ -	\$ 200,000	\$ -	\$ -
Rear Section of Arena Roof Refurbishment	\$ -	\$ -	\$ 105,000	\$ -	\$ -
Evapourative Condenser Replacement	\$ -	\$ -	\$ 150,000	\$ -	\$ -
Rink A Exterior Wall Improvements	\$ -	\$ -	\$ -	\$ 100,000	\$ -
Rink B Dasher Boards Replacement	\$ -	\$ -	\$ -	\$ 85,000	\$ -
Dressing Room Hallway Rubber Flooring	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Rink B Dehumidifier Replacement	\$ -	\$ -	\$ -	\$ -	\$ 90,000
Total Arena Expenditure Forecast	\$ 56,062,160	\$ 925,000	\$ 1,015,000	\$ 745,000	\$ 850,000
Non Lifecycle Funding	2020	2021	2022	2023	2024
Federal / Provincial Infrastructure Grant	\$39,869,101	\$ -	\$ -	\$ -	\$ -
Town Funding (\$10,593,500) - Debt Financing	\$9,747,059	\$ -	\$ -	\$ -	\$ -
Infrastructure Reserve	\$1,180,000	\$ -	\$ -	\$ -	\$ -
Community Fundraising	\$4,000,000	\$ -	\$ -	\$ -	\$ -
Total Non-Lifecycle Funding	\$ 54,796,160	\$ -	\$ -	\$ -	\$ -
Net Lifecycle Funding Required	\$ 1,266,000	\$ 925,000	\$ 1,015,000	\$ 745,000	\$ 850,000

LCPool (1510)	2020	2021	2022	2023	2024
Opening Balance	\$ 263,900	\$ 268,900	\$ 306,900	\$ 346,900	\$ 379,900
Budget allocation	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000	\$ 55,000
Funds Available	\$ 318,900	\$ 323,900	\$ 361,900	\$ 401,900	\$ 434,900
Total Committed	\$ -	\$ -	\$ -	\$ -	\$ -
Balance Uncommitted	\$ 318,900	\$ 323,900	\$ 361,900	\$ 401,900	\$ 434,900
Proposed - Lifecycle Expenditures	\$ 50,000	\$ 17,000	\$ 15,000	\$ 22,000	\$ 45,000
Balance available	\$ 268,900	\$ 306,900	\$ 346,900	\$ 379,900	\$ 389,900

Pool Expenditure Forecast	2020	2021	2022	2023	2024
Replace Pumps and Motora	\$ 10,000	\$ -	\$ -	\$ -	\$ -
Refurbish Tot Pool	\$ 23,000	\$ -	\$ -	\$ -	\$ -
Lap Pool Boiler Replacement	\$ 17,000	\$ -	\$ -	\$ -	\$ -
Replace Pumps and Motors	\$ -	\$ 10,000	\$ -	\$ -	\$ -
Chlorine Tank Replacement	\$ -	\$ 7,000	\$ -	\$ -	\$ -
Pool Spray Feature Control Replacement	\$ -	\$ -	\$ 15,000	\$ -	\$ -
Didital Chemical Control Systems	\$ -	\$ -	\$ -	\$ 22,000	\$ -
Projects not to exceed Budget Allocation	\$ -	\$ -	\$0	\$0	\$ 45,000
Total Pool Expenditure Forecast	\$ 50,000	\$ 17,000	\$ 15,000	\$ 22,000	\$ 45,000
Net Lifecycle funding required	\$ 50,000	\$ 17,000	\$ 15,000	\$ 22,000	\$ 45,000



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: January 14, 2020

Report Number: PBS-2020-01

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11865 Tecumseh Road (1912909 Ontario Inc.)
Planning, Design and Architectural Grant Program
OUR FILE: D18 CIPFIP - CIP-05/19

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 11865 Tecumseh Road (Roll No. 374402000000200), **be deemed eligible and approved** for the Planning, Design and Architectural Grant Program in the amount of \$3,000 in relation to the preparation of drawings for the building façade and parking lot improvements proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2020-01.

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

In early December of 2019, Town Administration met with the Owner of the commercial property located at 11865 Tecumseh Road (see Attachments 2 and 2A for location) regarding proposed improvements to the property's building and parking lot. A 286 square metre (3,086 square foot) commercial building that is occupied by two general office units occupies the

southerly portion of the property with the balance of the lot being used as a parking area (see image below).



The Owner wishes to make improvements to the northern, eastern and western facades of the building visible from the abutting roads. The Owner is also proposing to improve the front parking area by improving the surfacing and introducing additional landscaped areas. To assist in meeting the design/architectural guidelines of the CIP, along with the preparation of a site plan that will illustrate the proposed parking lot improvements, the Owner is retaining the services of an architect. Accordingly, he is requesting CIP funding toward the expense of the preparation of architectural drawings and related site plan. A grant to assist with these costs is contemplated by the CIP subject to meeting the design guidelines.

Proposed Grant Details

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application under the Planning, Design and Architectural Grant Program seeking \$3,000 (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:

Maged Basiliou, Architect - \$6,000

Dory Azar Architect Inc. - \$7,625

The requested amount of \$3,000 represents the maximum amount of grant available (50% of the total eligible costs up to \$3,000), as established by the selected preferred quote of Maged Basiliou, Architect.

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, 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.

Consultations

Financial 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 subject application was submitted and deemed complete in December 2019 and is thus included in the CIP Incentives Summary for 2019. Funding available as at December 2019 includes the 2019 budget allocation of \$125,000 plus an additional \$106,053 of uncommitted budget allocation from prior period budgets carried forward, less 2019 year-to-date commitments of \$17,513, totalling \$213,540.

Upon approval of the recommendation of this report, remaining available program funds will be \$210,540 as referenced in the tables in Attachments 3A and 3B. Any uncommitted funds 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 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 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
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misk-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	CIP Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View
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
11865 Tecumseh Road
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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





Attachment 3A
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11865 Tecumseh Road
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - Year-to-Date December 2019				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 6,000	\$ 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		\$ 10,013
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	\$ 417,000	\$ 17,513	\$ 3,000	\$ 10,013
Actual Budget Allocations:				
2019	\$ 125,000			
Prior Years - Carry-forward	\$ 106,053			
Total Available for 2018	\$ 231,053			
2019 Annual Funding Shortfall including carry-overs	\$ (185,947)			
Total Available for 2019 less Projects Committed		\$ 213,540		
Remaining Available less Projects Proposed			\$ 210,540	

Attachment 3B
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11865 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	Total	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000	\$ 1,000	PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							\$ 600	PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				\$ 60,416	PBS 2018-18
CIP-05/18	12357 Tecumse Road - Bosely Hair					\$ 20,000				\$ 20,000	PBS 2018-19
CIP-06/18	Team Goran Inc.				\$ 4,000					\$ 4,000	PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								\$ 3,000	PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000					\$ 15,000	PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							\$ 562	PBS-2018-23
CIP-01/19	11958 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			\$ 9,575	PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			\$ 438	PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							\$ 4,075	PBS-2019-38
Total		\$ 13,475	\$ 4,237	\$ 244,323	\$ 79,000	\$ 60,000	\$ 10,013	\$ 4,000	\$ 1,000	\$ 416,048	



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: January 14, 2020

Report Number: PBS-2020-02

Subject: Site Plan Control
2253746 Ontario Inc./Fortis Group
11957 Tecumseh Road
OUR FILE: D11 11957TEC

Recommendations

It is recommended:

That a by-law authorizing the execution of the “2253746 Ontario Inc.” site plan control agreement, satisfactory in form to the Town’s Solicitor, which allows for the development of a three-storey apartment building consisting of 32 residential dwelling units and associated parking, landscaping and on-site services/works on 0.37 hectare (0.91 acre) parcel of land situated on the south side of Tecumseh Road (11957 Tecumseh Road), approximately 50 metres west of its intersection with Shawnee Road, **be adopted**, subject to the following occurring prior to the Town’s execution of the Agreement:

- i) final stormwater management design and stormwater management calculations, and associated site service drawings being approved by the Town;
- ii) the Owner executing the site plan control agreement; and
- iii) the Owner posting security for performance pursuant to paragraph 6.1 of the agreement;

And that the execution of such further documents as are called for by the site plan control agreement approved above including, but not limited to, the execution of the acknowledgement/direction required to register the site plan control agreement on title to the lands and such other acknowledgements/directions for any related transfers or

real property registrations contemplated by the site plan control agreement, by the Mayor and Clerk, **be authorized.**

Background

Property Location

The subject 0.37 hectare (0.91 acre) vacant property is located on the south side of Tecumseh Road (11957 Tecumseh Road), approximately 50 metres west of its intersection with Shawnee Road (see Attachment 1).

Previous Planning Application Approvals

In May of 2017, Council adopted by-laws having the effect of amending the Tecumseh Official Plan and Tecumseh Zoning By-law 1746 to permit the use of the property for an apartment building containing up to 43 units and one live-work unit and having a maximum height of five stories. The Official Plan Amendment (OPA No. 38), which introduced site-specific policies within the “Commercial” and “Residential” designations, was subsequently approved by the County of Essex (the Approval Authority for Official Plan Amendments). The Zoning was changed from “General Commercial Zone (C3)” to “General Commercial Zone (C3-13)” which, in addition to establishing the maximum height and number of units, sets out site-specific minimum yard requirements.

Proposed Development

The Owner has now filed an application for site plan control in order to facilitate the development of a three-storey apartment building consisting of 32 residential dwelling units and associated parking, landscaping and on-site services/works. Of the 32 units, 24 will be two-bedroom units, with the remaining eight being one-bedroom units. The units will range in size from 81 square metres to 99 square metres (870 square feet to 1,064 square feet).

The Owner has advised that the proposed development was altered from the original proposal of a five-storey, 43-unit condominium apartment building to a three-storey, 32-unit rental apartment building as a result of insufficient pre-sales of the condominium units. Further, to reduce costs, the building design was refined by removing the fourth and fifth storeys and replacing the parking area proposed under the overhang of the second storey with additional first floor units, resulting in a reduction to 32 units. The apartment project is now being marketed as rental units instead of condominium units, which the Owner believes will have a more positive response and uptake in the housing market.

The property is subject to site plan control approval in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. Specifically, the proposed site plan drawing (see Attachment 2) depicts:

- A three-storey apartment building having a building footprint of 1158 square metres (12,464 square feet) and a total floor area of 3474 square metres (37,339 square feet);
- An asphalted parking area accommodating 47 vehicles that will include infrastructure to provide proper stormwater drainage;
- The installation of a new 1.5-metre high vinyl privacy fence along the southern lot line and a portion of the eastern lot line where it abuts the yards of the residential properties that front onto Shawnee Road;
- Landscaping along the eastern side of the property and along Tecumseh Road;
- A vehicular access lane located on the western side of the property. It should be noted that the site plan agreement establishes that, once the abutting property to the west develops, this access lane will be redesigned as a common access corridor serving both properties (the subject property and the property abutting to the west). This common access corridor will include a wider vehicular access drive with sidewalks and landscaped strips on both sides. This common access corridor will ultimately provide a non-vehicular public corridor/connection between the existing residential areas farther to the south and the Tecumseh Road commercial area to the north. This requirement for shared access between the subject property and the property to the west was identified at the time of the separate Official Plan amendment review processes for these two properties. Accordingly, there are site specific policies in the Official Plan speaking to this requirement; and
- A 3-metre (10 foot) land conveyance across the frontage of the property to the Town that will be added to the Tecumseh Road road allowance. This conveyance is required as a condition of site plan approval in the Official Plan for all lands proposed to be developed along Tecumseh Road.

In addition, the Owner has submitted architectural renderings of the proposed development (see Attachment 3).

Comments

Official Plan and Zoning

The proposed development and corresponding site plan conform to the site-specific policies contained in the Official Plan. In addition, the site plan complies with all regulations established in the "General Commercial Zone (C3-13)" (see Attachment 4).

Servicing

The proposed development will be on full municipal services (sanitary, water and stormwater drainage). A Stormwater Management Study and associated site service drawings, which includes quantity and quality control measures, has been reviewed by Town Administration. As a result, revisions are currently being finalized by the Owner's consultant. The site plan control agreement requires that final approval of the Stormwater Management Study and associated servicing drawings, to the satisfaction of the Town, shall be required prior to the issuance of a building permit. Public Works and Environmental Services has advised that it has no concerns with the proposed development.

Community Improvement Plan (CIP)

The subject property is located within the Tecumseh Road Main Street Community Improvement Plan (CIP) area. The proposed development is consistent with the CIP objectives, particularly as they relate to residential intensification and the fulfilment of urban design guidelines such as buildings being oriented toward the street and parking having the least possible impact on the streetscape. In addition, the renderings attached to the proposed site plan agreement depict a building that is consistent with the architectural building features and materials promoted through the CIP.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control agreement will result in appropriate development that is based on sound land use planning principles. The development of the proposed three-storey, 32-unit apartment building, along with other proposed residential intensification developments in the surrounding area, will help to realize the community-developed vision articulated in the Tecumseh Road Main Street CIP.

Town Administration has reviewed the proposed site plan agreement and is prepared to recommend approval of the document and the attached drawings. Wolf Hooker Law Firm (Town Solicitor) has drafted the attached amending agreement (see Attachment 5, with site plan drawing attached thereto as Schedule B) which facilitates the subject development. As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$20,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

Consultations

Fire & Emergency Services
Public Works & Environmental Services
Town Solicitor

Financial Implications

None

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 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:

Wade Bondy
Director Fire Services & Fire Chief, C.E.M.C.

Reviewed by:

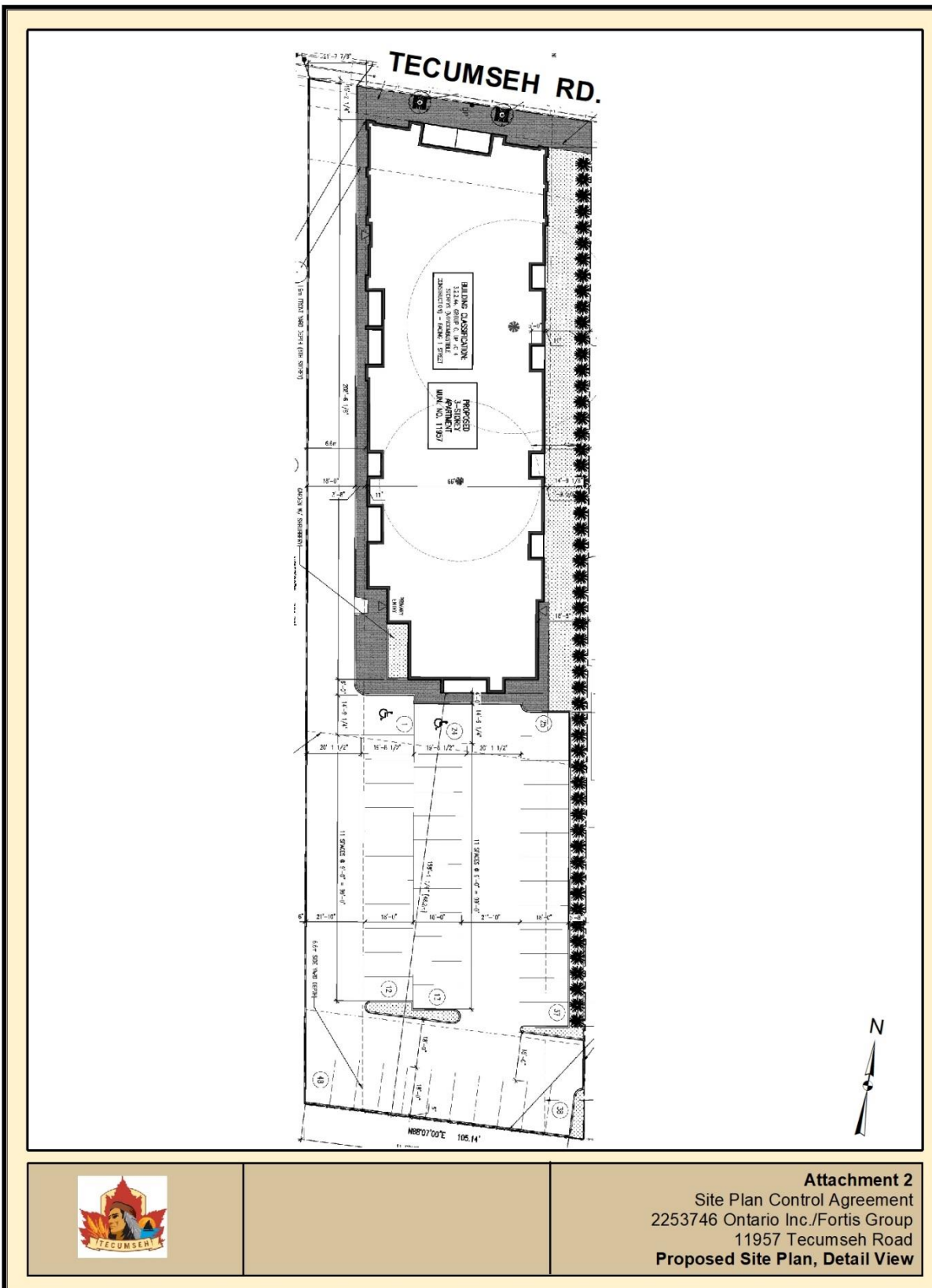
Brian Hillman, MA, MCIP, RPP
Director Planning & Building Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Subject Property Map
2	Proposed Site Plan, Detail View
3	Architectural Renderings
4	Zoning Map
5	Site Plan Control Agreement





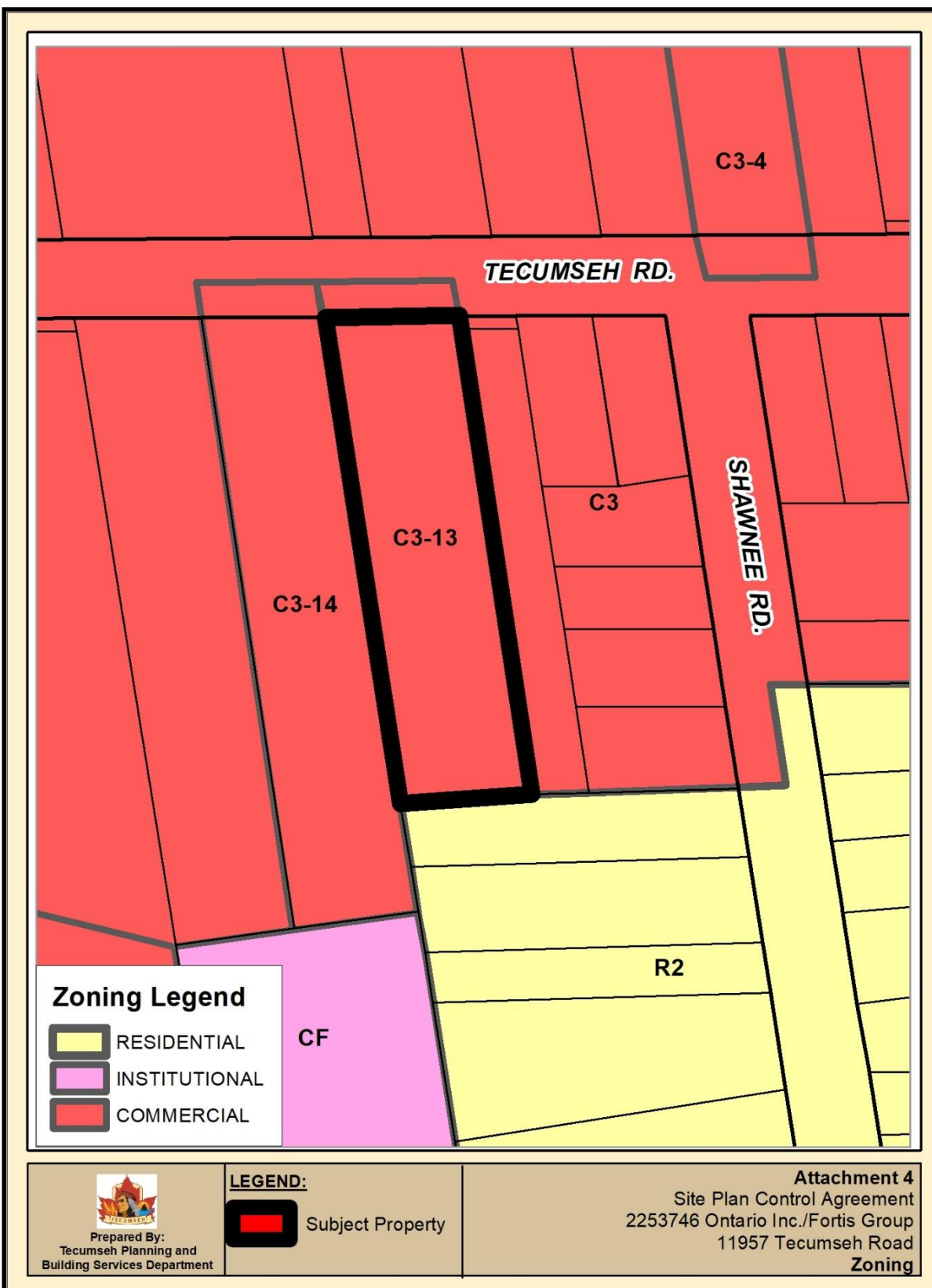


View from Tecumseh Road, facing southeast.



View from Tecumseh Road, facing southwest.





Attachment 5
Site Plan Control
11957 Tecumseh Road
Draft Site Plan Control Agreement

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

2253746 Ontario Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

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

INDEX TO ARTICLES

RECITALS

ARTICLE 1 – MUNICIPALITY CONSULTANTS

- 1.1 – Municipality to Retain

ARTICLE 2 - THE OWNER AGREES

- 2.1 - Owner Agrees
 - 2.1.1 - Owner to Provide
 - 2.1.2 - Construction and Maintenance
 - 2.1.3 - The Development
 - 2.1.4 - Plans
 - 2.1.4.1 Criteria
 - 2.1.4.2 Preparation of Plans
 - 2.1.4.3 Lot Grading Plan
 - 2.1.4.4 Drainage Plan
 - 2.1.4.5 Landscaping Plan
 - 2.1.4.6 Reference Plan
 - 2.1.4.7 Elevation Plans
 - 2.1.5 – Engineer
 - 2.1.6 – Services
 - 2.1.6.1 - Stormwater Management
 - 2.1.6.2 – Sanitary Sewers
 - 2.1.6.3 - Water Services
 - 2.1.6.4 - Electrical Services
 - 2.1.6.5 - Underground Telephone and Gas
 - 2.1.6.6 – Notification and Permits
 - 2.1.6.7 - Co-ordination of Services
 - 2.1.7 - Traffic Signs
 - 2.1.8 – Entrances
 - 2.1.9 - Repair
 - 2.1.10 - Dirt and Debris
 - 2.1.11 – Address Sign
 - 2.1.12 – Environmental Laws
 - 2.1.13 – Noise By-Laws
 - 2.1.14 – Local Improvements / Drainage Act
 - 2.1.15 – Parking, Driveways and Loading Areas
 - 2.1.16 - Snow Removal
 - 2.1.17 - External Lighting
 - 2.1.18 – Signs
 - 2.1.19 - Refuse Collection
 - 2.1.20 - Mutual Access Area

ARTICLE 3 - TIMING

- 3.1 – Conditions
 - 3.1.1 - Conditions Precedent
 - 3.1.2 - Conditions Subsequent
- 3.2 - Buffer Area
- 3.3 - Completion

ARTICLE 4 - PAYMENTS

- 4.1 - Costs
- 4.2 - Development Charges

ARTICLE 5 - CONVEYANCES

- 5.1 - Easements
- 5.2 - Road Widening

ARTICLE 6 - SECURITY

- 6.1 - Performance

- 6.2 – Release of Security
- 6.3 - Construction Liens
- 6.4 - Indemnity and Insurance

ARTICLE 7 - DEFAULT

- 7.1 - Stop Work
- 7.2 - Municipality May Complete

ARTICLE 8 - REGISTRATION AND CONSENTS

- 8.1 - Registration and Enforcement
- 8.2 - Consent
- 8.3 - Mortgagees

ARTICLE 9 - MISCELLANEOUS

- 9.1 - Communication
- 9.2 - Time of Essence
- 9.3 - Waiver
- 9.4 - Further Assurances
- 9.5 - Headings
- 9.6 - Successors and Assigns
- 9.7 - Gender
- 9.8 - Severability
- 9.9 - Entire Agreement
- 9.10 - Execution in Counterparts
- 9.11 - Jurisdiction
- 9.12 - Assignment
- 9.13 - True Copy
- 9.14 – Schedules
- 9.15 – Contra Proferentem Rule Not Applicable
- 9.16 – Independent Legal Advice

SCHEDULES

- Schedule “A” - The Lands
- Schedule “B” - Site Plan
- Schedule “C” - Site Services Drawing
- Schedule “D” – Mutual Access Area Illustration
- Schedule “E” – Elevations

SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 2018.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

2253746 ONTARIO INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "Parties"

RECITALS

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

AND WHEREAS the Municipality has enacted a by-law designating the Land as a site plan control area, pursuant to Section 41(2) of The Planning Act, R.S.O 1990, c.P.13 and amendments thereto;

AND WHEREAS where site plan control is in effect, Section 41 of The Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, states that the approval of plans by Municipal Council is required prior to development of the Lands, and that the Municipality may require the Owners to enter into an Agreement with the Municipality respecting certain prescribed matters;

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

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

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

WITNESSETH that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

ARTICLE I
MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

In addition to persons in the employ of the Municipality, the Municipality shall retain the following professionals:

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;

- b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

The Owners jointly and severally make the following covenants, all of which shall be carried out at the Owner's expense:

2.1.1 Owner to Provide

The following facilities, works or matters shall be provided by the Owner to the satisfaction of and at no expense to the Municipality: all buildings, landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading and provision for storm, surface and waste water in accordance with the attached site plan set out in Schedule "B" (the Site Plan) and "Schedule "C" (the Site Services Plan) in accordance with all the applicable provisions of the Municipality's By-Laws;

2.1.2 Construction and Maintenance

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

2.1.3 The Development

The owners shall construct, install and provide the facilities and works required in and for the development at its own expense and in accordance with the Site Plan and other provisions of the Agreement.

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

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

2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the

subject lands for their approval prior to the issuance of any building permits. The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

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

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

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

2.1.4.6 Reference Plan

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

2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule "E". The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 and amendments thereto, and to the satisfaction of the Municipality's Engineer. The Owner agrees to relocate the existing storm sewer/covered drain referenced on Schedule C (located along the westerly boundary of the Lands) and reconnect any lateral connections thereto taking care to obtain any necessary permission from abutting land owners where access onto abutting lands is required. The Owner shall provide a 4 metre wide easement to the Town for the continued existence of the relocated storm sewer/covered drain.

2.1.6.2 Sanitary Sewers

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

2.1.6.3 Water Services

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

2.1.6.4 Electrical Services

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

2.1.6.5 Underground Telephone and Gas

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

2.1.6.6 Notification and Permits

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

2.1.6.7 Co-ordination of Services

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

2.1.7 Traffic Signs

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

2.1.8 Entrances

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

2.1.9 Repair

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

2.1.10 Dirt and Debris

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

2.1.11 Address Sign

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

2.1.12 Environmental Laws

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

2.1.13 Noise By-Laws

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

2.1.14 Local Improvements / Drainage Act

The owner agrees to sign Local Improvement petitions for, and agrees not to oppose, any municipal services proposed by the Municipality to be constructed pursuant to:

- a) the provisions of the Municipal Act S.O., 2001, c.25, including but not limited to Ontario Regulation 119/03, or
- b) the Drainage Act of Ontario R.S.O. 1990 c.D.17 and amendments thereto, which shall directly or indirectly benefit the lands.

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than:

- a) signs which are permitted by this Agreement as identified on the approved site plan;
- b) signs erected in compliance with the Town's Sign By-law; and/or
- c) signs required by applicable law

2.1.19 Refuse Collection

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

2.1.20 Mutual Access Area

No buildings or structures shall be constructed within 6.6 metres of the Lands' westerly side lot line to accommodate a future shared vehicle laneway, future sidewalk and associated landscaped area combined with similar facilities along the easterly lot line of westerly abutting property (known municipally as 11941 Tecumseh Road, Tecumseh, ON and identified by PIN 01567-0343) so that a future single mutual access area herein ("the mutual access area") having a total width of approximately 10.9 metres (i.e. 6.6 metres within the Lands and 4.3 metres within 11941 Tecumseh Road), as illustrated in approximate location in the image attached as Schedule "D. This area is intended to provide access to the Lands' parking area from Tecumseh Road along with access to the westerly abutting property at the time of the development of the westerly abutting property should such property develop in a manner substantially similar to that of the Lands.

In advance of the westerly abutting property developing, the Owner shall construct to the satisfaction of the Town, what is anticipated to serve as an interim asphalt laneway and sidewalk in the manner shown on the Site Plan (*herein the "interim works"*).

If the westerly abutting property develops, it is presently contemplated that a 1.52 m (5') wide sidewalk is to be provided within the mutual access area with its easterly limit located 0.91 m (3') from the westerly face of the building from the northerly limit of the building to the southerly limit of the building to provide for the movement of pedestrians from Tecumseh Road to the interior of the subject property, the westerly abutting property and ultimately to other lands farther to the south and south/west.

To the extent that the Town allows for the construction on the Lands to occur in advance of the construction of the mutual access area, the Owner covenants and agrees, as necessary, to remove any existing works and subsequently construct or permit construction of its portion of the mutual access area at such time as development of the westerly abutting property occurs and to pay its proportionate share of the cost of these future works on demand from the property owner tasked with completing the works.

The Town will be at liberty to invoice the Owner directly for the cost of such works (at its option) and collect these costs from the Owner in the manner contemplated by Article 7.2 below. In such event, the Owner agrees to allow for the approved final revised site plan contemplating these works and any related provisions to be amended at the time of construction of such works and agrees to then pay the revised application fee. The Owner further covenants to negotiate, in good faith, a cross access and maintenance agreement with the owner of the westerly abutting property respecting the

mutual access area. Should the parties be unable to settle the terms, the Town is appointed as arbiter with authority to impose a form of agreement in this regard which will be binding on the Owner.

The Owner shall convey and the Town is hereby authorized to electronically register an easement for public pedestrian access in favour of the Town respecting the Owner's sidewalk. upon the earlier of: a) such time as development occurs on 11941 Tecumseh Road; b) the Owner proceeds with development or as otherwise required by the Town. The Owner shall when required by the Town to do so, obtain and register a reference plan delineating the easement area on the plan to the satisfaction of the Town. Should the Owner fail to do so within 30 days of a request for the reference plan, the Town is authorized to commission its surveyor to prepare and register the reference plan and deduct the cost of same together with the cost of preparing and registering the easement from the Security called for under this Agreement.

The Owner agrees that the sidewalk is to be constructed by the Owner to the satisfaction of the Town, (or otherwise at the Owner's expense) and otherwise, repaired, maintained and replaced by the Town in accordance with its maintenance standards and priorities established and revised from time to time. Curb maintenance, repair and replacement shall remain the Owner's responsibility.

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

It is a condition precedent to the coming into force of this Agreement that the Owner complete the following simultaneously with the execution of this Agreement:

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

3.1.2 Conditions Subsequent

It is a condition subsequent of this Agreement that the Owner complete the following as soon as is reasonably possible subsequent to the execution of this Agreement failing which, the Town may at its option elect to terminate this Agreement:

- a) Workers' Compensation Board Clearance Certificate issued if required;
- b) Proof of Insurance is provided pursuant to Paragraph 6.4 if required;
- c) Due registration against the title of the land of this Agreement;
- d) Postponement to this Agreement by all encumbrances;
- e) Receipt of the opinion of the Owner's lawyer confirming 3.1.2(c) and 3.1(d) if required by the Town;

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedule "B" and "C" within SIX (6) months of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within ONE (1) year of the date of execution of this Agreement.

ARTICLE 4

PAYMENTS

4.1 COSTS

The Owner shall reimburse the Municipality for all the Municipality costs with respect to the development, including without limiting the generality of the foregoing, the fees and disbursements of its Engineer, and Solicitor. The Municipality shall deliver invoices to the owner in a timely fashion payment for which shall be due immediately.

4.2 DEVELOPMENT CHARGES

The Owner agrees to pay development charges with respect to the development in accordance with the Municipality's Development Charges By-Law.

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the easements provided for in the Engineering Data and Site Plan, in, through, over and under the subject lands as required for drainage purposes, sewers, hydro, gas, watermain, telephones etc. If the Municipality determines that additional easements are required, the Owner shall also convey or dedicate such additional easements upon demand and without cost and free of encumbrance.

5.2 ROAD WIDENING

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening **being a 10' wide strip along Tecumseh Road.** If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor.

Said security shall be either by way of

- a) cash, or
- b) a Standby Letter of Credit pursuant to UCP500 only, issued by a chartered bank of Canada in form satisfactory to the Municipality's Clerk and Solicitor. (not a Letter of Guarantee or Bond)

Provided that in no event shall the Municipality be required to pay interest on this security.

6.2 RELEASE OF SECURITY

The Municipality agrees to return the said security to the Owner upon the completion and final approval of the works specified in this Agreement which approval is at the Municipality's sole discretion.

6.3 CONSTRUCTION LIENS

In as much as the Owner is obligated at the Owner's entire expense and not at the expense of the Municipality, to make improvements to the municipal infrastructure, the Owner shall deposit with the Municipality, in order to satisfy the requirements of Section 17(4) of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto, cash or a letter of credit in form satisfactory to the Municipality and its Solicitor and in an amount of the holdbacks (under Part IV of the Construction Lien Act, R.S.O. 1990, c.C.30 and amendments thereto) that would have been required were the improvements made at the expense of the Municipality. The Owner may, at its option, obtain a single letter of credit with respect to its responsibilities pursuant to Paragraph 6.1 of this Article, provided that the Municipality and its solicitor is satisfied that the Municipality's security under each paragraph, if read separately, would not be compromised by the Letter of Credit proposed by the Owner.

Provided that in no event shall the Municipality be required to pay interest on this security.

6.4 INDEMNITY AND INSURANCE

The Owner shall indemnify and save harmless the Municipality, and the Essex Power Corporation, from and against all actions, claims, loss, damage and liability connected with the development as contemplated herein arising directly or indirectly out of the negligence or unlawful performance or the non-performance of any obligation of the Owner or any contractors to the Owner under this Agreement. While any of the facilities and works herein have not been approved by the Municipality, the Owner shall maintain in full force and effect a policy of personal liability and property damage insurance in form and amount satisfactory to the Municipality's solicitor wherein the Owner, the Municipality, and the Essex Power Corporation, shall be insured as principals against such liability to the limits approved. The Owner shall provide the Municipality with a certified copy of such policy prior to the commencement of construction of any of the facilities and works referred to herein.

ARTICLE 7 DEFAULT

7.1 STOP WORK

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the

same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

Pursuant to Section 41(10) of the said Planning Act, R.S.O. 1990, c.P.13 and amendments thereto, this Agreement may be registered against the Lands to which it applies, as a first charge, at the Owner's expense, and the Municipality is entitled to enforce the provisions hereof against the Owners, who shall be jointly and severally liable for the Owners' covenants and obligations outlined herein, and, subject to the provisions of The Registry Act, R.S.O. 1990, c.R.20 and amendments thereto, and the Land Titles Act, R.S.O. 1990, c.L.5 and amendments thereto, against any and all subsequent owners of the Lands.

8.2 CONSENT

The Owners hereby consent to the registration of this Agreement on the title of the Lands, said registration (as well as the preparation of this Agreement) to be at the Owners' expense.

8.3 MORTGAGEES

The owners agree to obtain a postponement of any mortgages or other encumbrances which may affect the Lands.

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:
917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:
6020 Malden Road, Suite 37044, Windsor, Ontario N9H 2N8

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“**Business Day**” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

9.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

9.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

9.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

9.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

9.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

9.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

9.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

9.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

9.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

9.12 ASSIGNMENT

Subject to the terms of this agreement, this agreement is not assignable by the owner prior to completion of the works without the consent of the Municipality.

9.13 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

9.14 SCHEDULES

Those Schedules marked as Schedules “B” ,“C” and “E” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the provisions of this agreement.

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- a. *Prepared this agreement or any part of it; or*
- b. *Seeks to rely on this agreement or any part of it."*

9.16 INDEPENDENT LEGAL ADVICE

To the extent that the solicitors of Wolf Hooker Professional Corporation has been involved in the preparation of this agreement, such solicitors act solely as solicitors for the Town and with regard to the interests of the Town and not for any other party to this agreement. It is strongly recommended that all other parties to this agreement obtain independent legal advice prior to signing this agreement. Each such party acknowledges:

- 1) having obtained independent legal advice from his, her, or its’ own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED	}	
in the presence of	}	
	}	
	}	THE CORPORATION OF THE
	}	TOWN OF TECUMSEH
	}	
	}	
	}	Per:_____
	}	Gary McNamara – MAYOR
	}	
	}	
	}	Per: _____
	}	Laura Moy - CLERK
	}	“We have authority to bind the Municipality”
	}	

} **2253746 ONTARIO INC.**
}
}
}
} Per:_____
} Name: Max De Angelis, President
}
}
} Per:_____
} Name: Nicole Ciarrochi
}
}
} Per:_____
} Name: Tyler Beckett, CEO
}
}
} Per:_____
} Name: Mike Ciarrochi, CEO
}
} *“I/We have authority to bind the Corporation”*

SCHEDULE "A"
THE LANDS

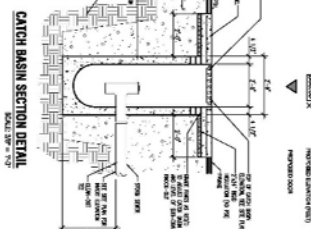
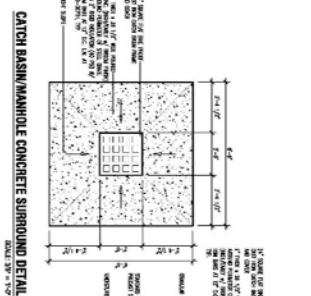
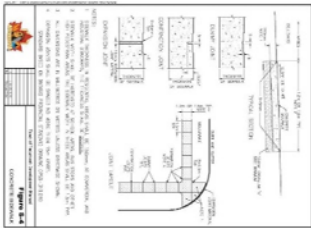
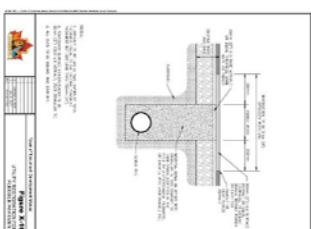
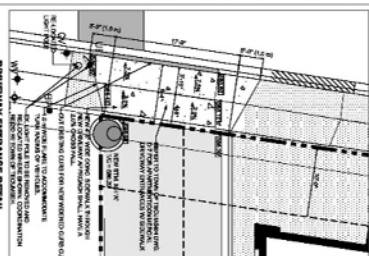
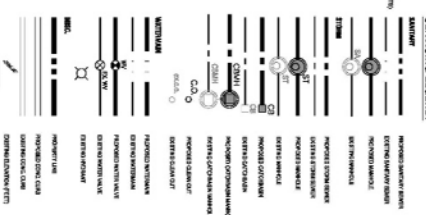
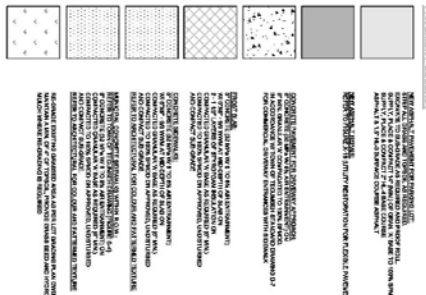
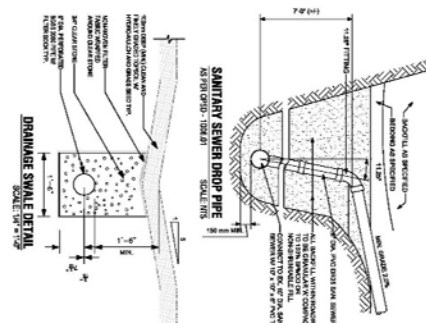
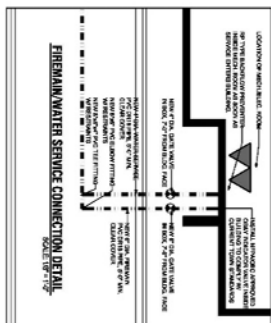
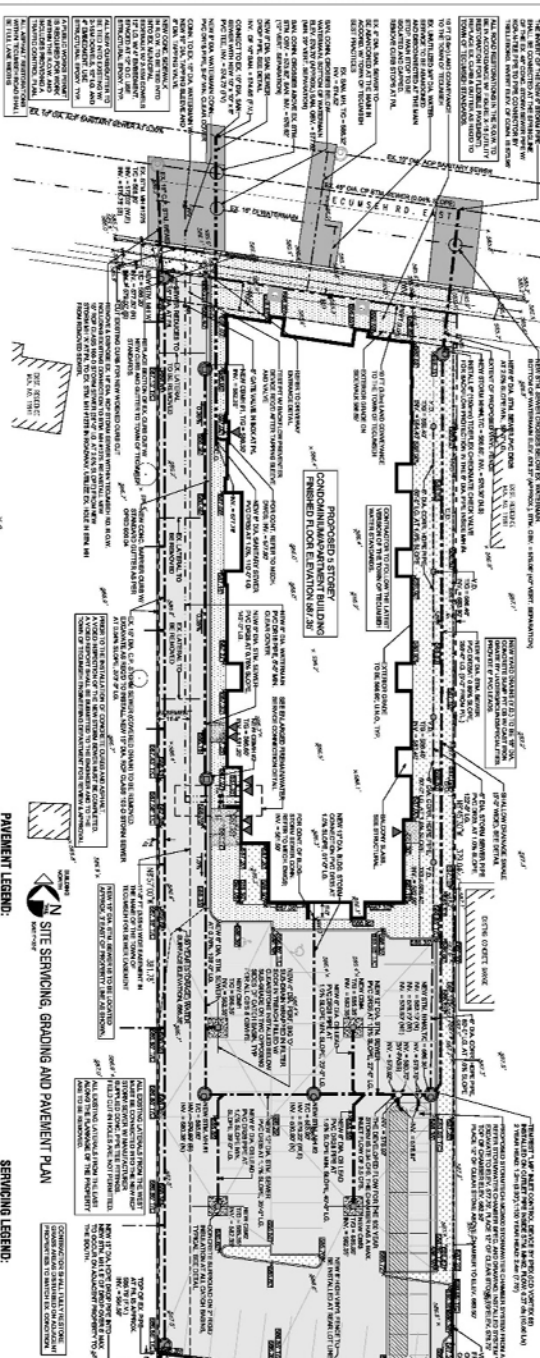
11957 TECUMSEH ROAD EAST, TECUMSEH legally described as:

PT LT 149 CON 2 SANDWICH EAST (TECUMSEH) AS IN R1099832; S/T R834558;
TECUMSEH


Being the whole of PIN 01567-0249 (LT)




<p>PROPOSED SITE PLAN</p> <p>DATE: 2020-09-02</p> <p>DRAWN BY: JWB</p> <p>CHECKED BY: JWB</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>PROJECT INFORMATION</p> <p>PROJECT: 1670 MERCER STREET - RESIDENTIAL DEVELOPMENT</p> <p>CLIENT: 1670 MERCER STREET DEVELOPMENT LTD.</p> <p>LOCATION: 1670 MERCER STREET, WINDSOR, ONT. N9A 5K7</p> <p>DATE: 2020-09-02</p>	<p>ARCHITECTURAL DETAILS</p> <p>ARCHITECT: A architectural D design inc. architectural A associates</p> <p>1670 MERCER STREET WINDSOR, ONT. N9A 5K7 TEL: 519.254.3430 FAX: 519.254.3942 WWW.ASSOCIATES.AA.COM</p>	<p>LEGEND</p> <p>PROPOSED DEVELOPMENT</p> <p>EXISTING DEVELOPMENT</p> <p>EXISTING PARKING</p> <p>EXISTING LANDSCAPE</p> <p>EXISTING UTILITIES</p> <p>EXISTING BUILDINGS</p> <p>EXISTING DRIVEWAYS</p> <p>EXISTING FENCES</p> <p>EXISTING CURBS</p> <p>EXISTING SIDEWALKS</p> <p>EXISTING STREETS</p> <p>EXISTING ALLEYS</p> <p>EXISTING RAILROADS</p> <p>EXISTING CANALS</p> <p>EXISTING DITCHES</p> <p>EXISTING TRENCHES</p> <p>EXISTING FOUNDATIONS</p> <p>EXISTING FOUNDATION WALLS</p> <p>EXISTING FOUNDATION SLABS</p> <p>EXISTING FOUNDATION PIERCEMENTS</p> <p>EXISTING FOUNDATION CHIMNEYS</p> <p>EXISTING FOUNDATION VENTILATORS</p> <p>EXISTING FOUNDATION DRAINAGE</p> <p>EXISTING FOUNDATION EROSION CONTROL</p> <p>EXISTING FOUNDATION RETENTION WALLS</p> <p>EXISTING FOUNDATION ANCHORS</p> <p>EXISTING FOUNDATION BOLTS</p> <p>EXISTING FOUNDATION WELDS</p> <p>EXISTING FOUNDATION REINFORCEMENT</p> <p>EXISTING FOUNDATION BRACES</p> <p>EXISTING FOUNDATION BRACKETS</p> <p>EXISTING FOUNDATION CLIPS</p> <p>EXISTING FOUNDATION PLATES</p> <p>EXISTING FOUNDATION SADDLES</p> <p>EXISTING FOUNDATION SHIMS</p> <p>EXISTING FOUNDATION WEDGES</p> <p>EXISTING FOUNDATION DRILLING</p> <p>EXISTING FOUNDATION GRouting</p> <p>EXISTING FOUNDATION JACKING</p> <p>EXISTING FOUNDATION LIFTING</p> <p>EXISTING FOUNDATION MOVING</p> <p>EXISTING FOUNDATION SETTING</p> <p>EXISTING FOUNDATION ALIGNING</p> <p>EXISTING FOUNDATION LEVELING</p> <p>EXISTING FOUNDATION GRADING</p> <p>EXISTING FOUNDATION COMPACTING</p> <p>EXISTING FOUNDATION BACKFILLING</p> <p>EXISTING FOUNDATION EXCAVATING</p> <p>EXISTING FOUNDATION PILING</p> <p>EXISTING FOUNDATION PIERING</p> <p>EXISTING FOUNDATION BORED PILES</p> <p>EXISTING FOUNDATION DRILLED SHAFTS</p> <p>EXISTING FOUNDATION MICROPILES</p> <p>EXISTING FOUNDATION ANCHORED BOLTS</p> <p>EXISTING FOUNDATION EMBEDDED BOLTS</p> <p>EXISTING FOUNDATION WELDED BOLTS</p> <p>EXISTING FOUNDATION TIGHTENED BOLTS</p> <p>EXISTING FOUNDATION REPLACED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED NUTS</p> <p>EXISTING FOUNDATION REBOLTED WASHERS</p> <p>EXISTING FOUNDATION REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED BRACKETS</p> <p>EXISTING FOUNDATION REBOLTED CLIPS</p> <p>EXISTING FOUNDATION REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED SADDLES</p> <p>EXISTING FOUNDATION REBOLTED SHIMS</p> <p>EXISTING FOUNDATION REBOLTED WEDGES</p> <p>EXISTING FOUNDATION REBOLTED DRILLING</p> <p>EXISTING FOUNDATION REBOLTED GRouting</p> <p>EXISTING FOUNDATION REBOLTED JACKING</p> <p>EXISTING FOUNDATION REBOLTED LIFTING</p> <p>EXISTING FOUNDATION REBOLTED MOVING</p> <p>EXISTING FOUNDATION REBOLTED SETTING</p> <p>EXISTING FOUNDATION REBOLTED ALIGNING</p> <p>EXISTING FOUNDATION REBOLTED LEVELING</p> <p>EXISTING FOUNDATION REBOLTED GRADING</p> <p>EXISTING FOUNDATION REBOLTED COMPACTING</p> <p>EXISTING FOUNDATION REBOLTED BACKFILLING</p> <p>EXISTING FOUNDATION REBOLTED EXCAVATING</p> <p>EXISTING FOUNDATION REBOLTED PILING</p> <p>EXISTING FOUNDATION REBOLTED PIERING</p> <p>EXISTING FOUNDATION REBOLTED BORED PILES</p> <p>EXISTING FOUNDATION REBOLTED DRILLED SHAFTS</p> <p>EXISTING FOUNDATION REBOLTED MICROPILES</p> <p>EXISTING FOUNDATION REBOLTED ANCHORED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED EMBEDDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED WELDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED TIGHTENED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REPLACED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED NUTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED WASHERS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED BRACKETS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED CLIPS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED SADDLES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED SHIMS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED WEDGES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED DRILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED GRouting</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED JACKING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED LIFTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED MOVING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED SETTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED ALIGNING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED LEVELING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED GRADING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED COMPACTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED BACKFILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED EXCAVATING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED PILING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED PIERING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED BORED PILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED DRILLED SHAFTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED MICROPILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED ANCHORED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED EMBEDDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED WELDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED TIGHTENED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REPLACED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED NUTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED WASHERS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED BRACKETS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED CLIPS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED SADDLES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED SHIMS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED WEDGES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED DRILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED GRouting</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED JACKING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED LIFTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED MOVING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED SETTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED ALIGNING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED LEVELING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED GRADING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED COMPACTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED BACKFILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED EXCAVATING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED PILING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED PIERING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED BORED PILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED DRILLED SHAFTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED MICROPILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED ANCHORED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED EMBEDDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED WELDED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED TIGHTENED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REPLACED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED NUTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED WASHERS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED BRACKETS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED CLIPS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED PLATES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED SADDLES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED SHIMS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED WEDGES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED DRILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED GRouting</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED JACKING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED LIFTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED MOVING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED SETTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED ALIGNING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED LEVELING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED GRADING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED COMPACTING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED BACKFILLING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED EXCAVATING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED PILING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED PIERING</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED BORED PILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED DRILLED SHAFTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED MICROPILES</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED ANCHORED BOLTS</p> <p>EXISTING FOUNDATION REBOLTED REBOLTED REBOLTED REBOLTED EMBEDDED BOLTS</</p>
---	--	--	---

SITE SERVICES PLAN

[illegible][illegible]

stamp:



 **architectural**
 **design**
 **associates**

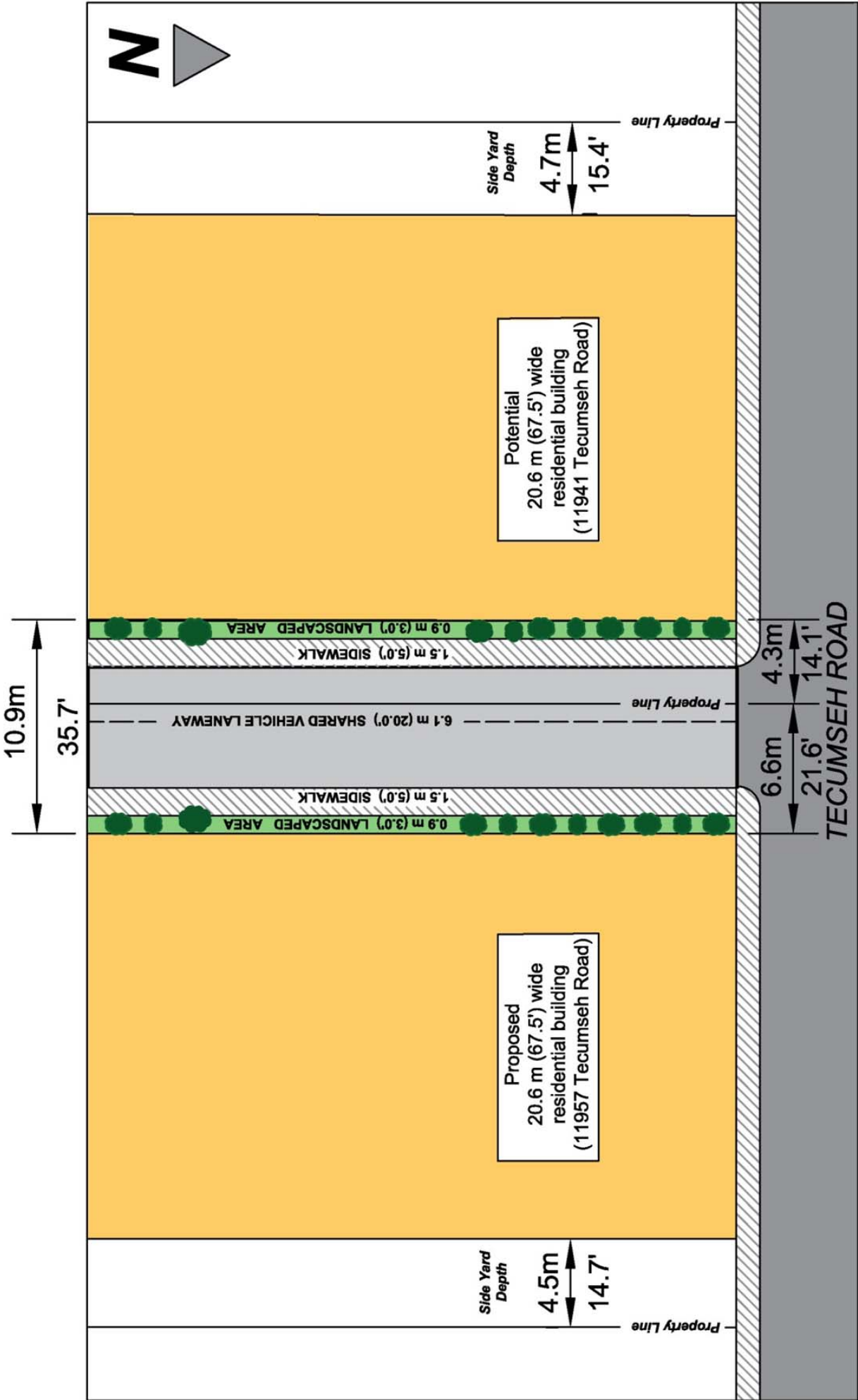
1880 assumption street, suite 100
wellesley hillington, ontario, canada m3j 1c4
ph (918) 234-4300 fax (918) 234-3842
www.1880assumption.ca/www.dedesign.com

inc. architect

project:	PROPOSED 1 UNIT COMMERCIAL & 43 UNIT RESIDENTIAL DEVELOPMENT 17877 EDWARDS RD, EASTWICK, ONTARIO
date:	
site:	
like:	
SITE SERVING, GRADING AND PAVEMENT PLAN	
scale:	AS SHOWN
draw by:	J.P.A.
checked by:	P.A.A.
date:	APRIL 2018
drawn no.:	6410
sheet no.:	

C1.1

SCHEDULE "D"
MUTUAL ACCESS AREA ILLUSTRATION



SCHEDULE "E"
ELEVATIONS



PROPOSED RYEGATE APARTMENTS - OPTION 1
11957 TECUMSEH ROAD EAST, TECUMSEH, ONTARIO

A

architectural

D

design

A

associates

inc. architect

1670 Mercer St.
Windsor | Ontario
N8X 3P7

Tel 519-254-3430
Fax 519-254-3642
www.ada-architect.ca

SCHEDULE "E"
ELEVATIONS



PROPOSED RYEGATE APARTMENTS - OPTION 1
11957 TECUMSEH ROAD EAST, TECUMSEH, ONTARIO

A

architectural

D

design

A


associates

inc. architect

1670 Mercer St.
Windsor | Ontario
N8X 3P7

Tel 519-254-3430
Fax 519-254-3642
www.ada-architect.ca

SCHEDULE "E"
ELEVATIONS



PROPOSED RYEGATE APARTMENTS
11957 TECUMSEH ROAD EAST, TECUMSEH, ONTARIO

A

architectural

D

design

A

associates

inc. architect

1670 Mercer St.
Windsor | Ontario
N8X 3P7

Tel 519-254-3430
Fax 519-254-3642
www.ada-architect.ca

SCHEDULE "E"
ELEVATIONS



PROPOSED RYEGATE APARTMENTS - OPTION 1
11957 TECUMSEH ROAD EAST, TECUMSEH, ONTARIO

A

architectural

D

design

A


associates

inc. architect

1670 Mercer St.
Windsor | Ontario
N8X 3P7

Tel 519-254-3430
Fax 519-254-3642
www.ada-architect.ca

SCHEDULE "E"
ELEVATIONS



PROPOSED RYEGATE APARTMENTS - OPTION 1
11957 TECUMSEH ROAD EAST, TECUMSEH, ONTARIO

A

architectural

D

design

A

associates

inc. architect

1670 Mercer St.
Windsor | Ontario
N8X 3P7

Tel 519-254-3430

Fax 519-254-3642

www.ada-architect.ca



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: January 14, 2020

Report Number: PBS-2020-03

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
2253746 Ontario Inc./Fortis Group, 11957 Tecumseh Road
Development Charges Grant Program
OUR FILE: D18 CIPFIP - CIP-07/19

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 11957 Tecumseh Road (Roll No. 374402000000800), **be deemed eligible and approved** for the Development Charges Grant Program in the amount of \$100,000 in relation to the construction of a three-storey, 32-unit apartment building proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2020-03.

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

In December of 2019, Town Administration held a pre-consultation meeting with the owner of the property located at 11957 Tecumseh Road, approximately 50 metres west of its intersection with Shawnee Road (see Attachments 2 and 2A for location). The vacant subject property was the subject of planning applications in 2017 that introduced site-specific policies in the Tecumseh Official Plan and site-specific zoning in the Tecumseh Zoning By-law 1746 to

permit the use of the property for an apartment building having a maximum height of 5 stories containing up to 43 dwelling units. The owner is now proposing the construction of a three-storey apartment building containing 32 dwelling units and associated parking, landscaping and on-site services/works (see image below). Approval of a site plan control agreement facilitating the proposed development is being requested concurrently with this CIP grant application by way of PBS-2020-02.



Proposed Grant Details

Based on the foregoing, the owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the Development Charges Grant Program for a total amount of \$100,000. The Development Charge Grant Program provides a rebate based on the total development charge in effect. Based on the current development proposal, the development charges would total \$294,072. Although the development charges for the proposed development will exceed the requested \$100,000, this grant amount represents the maximum one-time grant for any single property within the CIP area.

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 it 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 Development Charges Grant Program:

- i) the owner will be required to pay the full amount of the building permit fees and the Development Charges at the issuance of the building permit for the proposed development;
- ii) the Owner will have a period of six months to start and one year to complete the proposed works from the date of Council approval;
- iii) extensions will be considered on a case-by-case basis; and
- iv) 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, 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, the Grant will be refunded back to the Owner.

Consultations

Financial 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 subject application was submitted and deemed complete in December 2019 and is thus included in the CIP Incentives Summary for 2019. Funding available as at December 2019 includes the 2019 budget allocation of \$125,000 plus an additional \$106,053 of uncommitted budget allocation from prior period budgets carried forward, less 2019 year-to-date commitments of \$17,513 and an additional \$3,000 pending approval of report PBS-2020-01, totalling \$210,540.

Upon approval of the recommendation of this report, remaining available program funds for 2019 will be \$110,540 as referenced in the tables in Attachments 3A and 3B. Any uncommitted funds 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 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 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
Director Financial Services & Chief Financial Officer

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

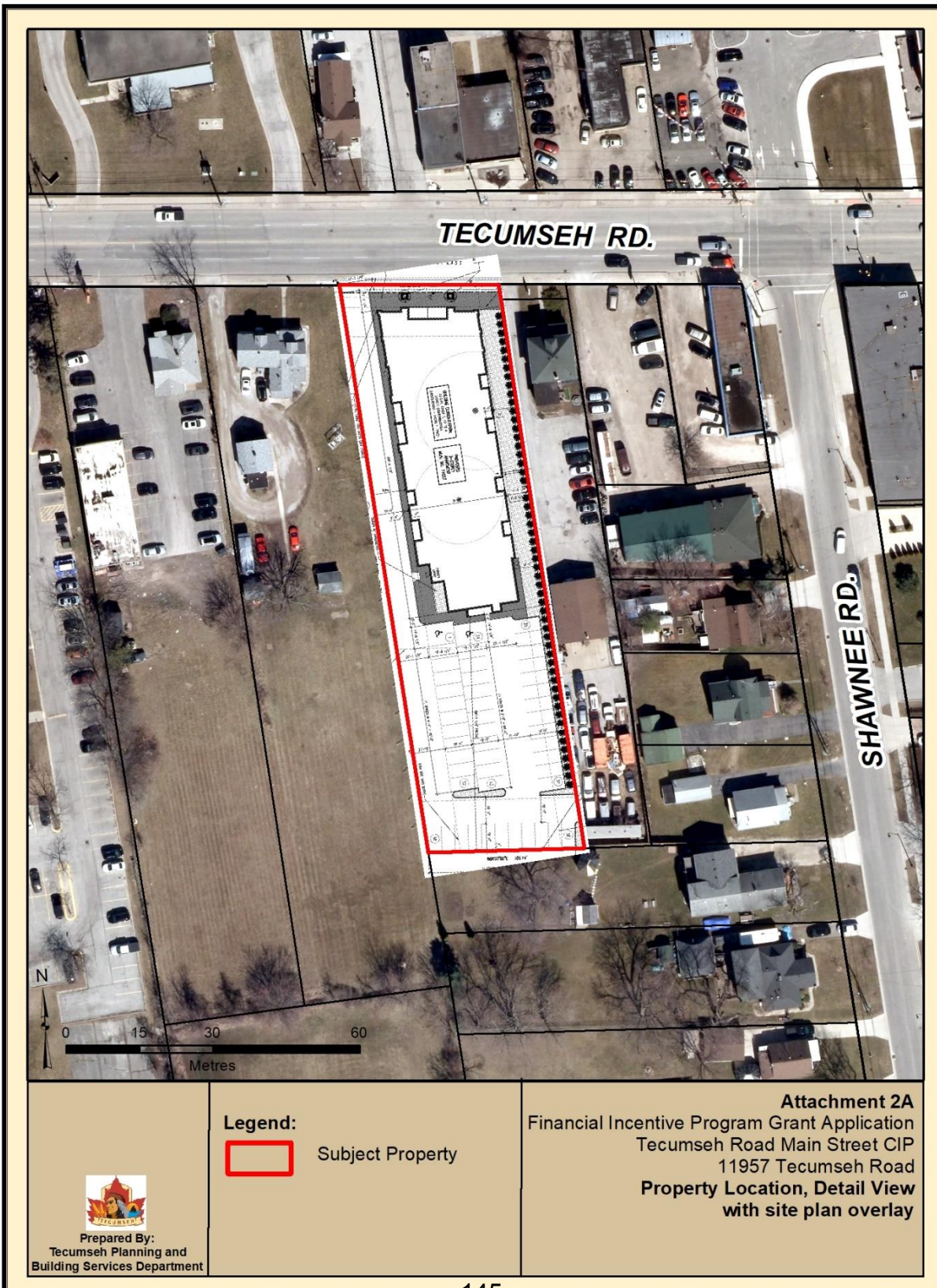
Attachment Number	Attachment Name
1	CIP Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View with Site Plan Overlay
3A	CIP Incentives Financial Summary Chart No. 1
3B	CIP Incentives Financial Summary Chart No. 2

Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11957 Tecumseh Road
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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





Attachment 3A
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11957 Tecumseh Road
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - Year-to-Date December 2019				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 9,000		\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ 1,075		\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ 100,000	\$ -
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		\$ 10,013
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	\$ 417,000	\$ 20,513	\$ 100,000	\$ 10,013
Actual Budget Allocations:				
2019	\$ 125,000			
Prior Years - Carry-forward	\$ 106,053			
Total Available for 2018	\$ 231,053			
2019 Annual Funding Shortfall including carry-overs	\$ (185,947)			
Total Available for 2019 less Projects Committed		\$ 210,540		
Remaining Available less Projects Proposed			\$ 110,540	

Attachment 3B
Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
11957 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	Total	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society								\$ 1,000	\$ 1,000	PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							\$ 600	PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				\$ 60,416	PBS 2018-18
CIP-05/18	12357 Tecumse Road - Bosely Hair					\$ 20,000				\$ 20,000	PBS 2018-19
CIP-06/18	Team Goran Inc.				\$ 4,000					\$ 4,000	PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								\$ 3,000	PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000					\$ 15,000	PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							\$ 562	PBS-2018-23
CIP-01/19	11958 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			\$ 9,575	PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			\$ 438	PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							\$ 4,075	PBS-2019-38
CIP-05/19	11865 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2020-01
	Total	\$ 16,475	\$ 4,237	\$ 244,323	\$ 79,000	\$ 60,000	\$ 10,013	\$ 4,000	\$ 1,000	\$ 419,048	
										GRANT PAID	



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: January 14, 2020

Report Number: PWES-2020-02

Subject: Request for Repair and Improvement to the Merrick Creek Drain
Appointment of Drainage Engineer

Recommendations

It is recommended:

1. **That** N.J. Peralta Engineering Ltd. **be appointed** Drainage Engineer to make an examination of the Merrick Creek Drain drainage area as submitted by the affected landowner in the “Notice of Request for Drain Improvement” dated November 17, 2018;
2. **And that** a Drainage Report **be prepared** in accordance with Section 78 of the *Drainage Act*, including provisions for future maintenance.

Background

The purpose of this report is to provide a summary of the background and other information to assist Council in appointing an engineer to examine the entire drain and drainage area on the Merrick Creek Drain (Drain) as requested by the affected landowner.

Although the “Notice of Request for Drain Improvement” (Request) was received several months ago, the drainage department recently had an opportunity to have the Clerk sign the aforementioned Request and inform the requesting landowner via telephone on October 30, 2019 that a report to Council to appoint a Drainage Engineer can be completed. The Town also provided information regarding the current backlog felt by the drainage practitioners across the Province with respect to completing drainage reports under the *Drainage Act* (Act). The Drainage Superintendent informed the landowner that it could take several years to complete the process due to the current backlog.

The Drain is located in the south portion of Tecumseh with its most upstream location at the west side of the 8th Concession Road approximately 1.6 km north of County Road 8. The Drain traverses westerly through several farm parcels and beneath multiple roads where it meets the Curtis Drain approximately 50 metres north of County Road 8 at Howard Avenue before conveying westerly into the Town of Amherstburg. A topographical map showing the location of the Drain is attached to this report as Attachment No. 2.

Comments

Legislation

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

Required approvals

On October 28, 2019, the Town sent notification to the Essex Region Conservation Authority (ERCA) that the Town received a request for the repair and improvement of the Drain.

As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30-day notification to ERCA, which has jurisdiction (regulations) over lands that will be affected by the works.

A response from that notification is included as Attachment No. 4 to this report and the Town is in line with those comments/provisions. With respect to notification timelines, the aforementioned 30-day period expired on November 28, 2019 and Council can proceed to appoint a Drainage Engineer.

The Drain may contain significant species that are at risk (SAR) which may be aquatic, plants, animals, habitat, etc. These species are protected under the provincial Endangered Species Act (ESA) and the Town utilizes its compliance document with the Ministry of Natural Resources and Forestry (MNRF) under Section 23.9 of Regulation 242/08 for SAR Mitigation Plan for Drainage Works. The Town, along with its contractors, gathers data with respect to information on any encountered species and/or mitigation plans implemented before and during construction for all registered municipal drainage works permitted under Section 23.9 of Ontario Reg. 242/08. Annual reports may be requested by the MNRF.

The Town will also be required to perform a self-assessment through the Department of Fisheries and Oceans (DFO) website to determine if proposed drain improvements could result in the death of fish or the harmful alteration, disruption or destruction of fish habitat (HADD). If it is determined through the self-assessment that the proposed works will not result in the death of fish or a HADD, the works may proceed following best practices such as preventing the entry of deleterious substances in water, ensuring proper sediment and erosion control, and planning in water work with respect to timing windows to protect fish. If it is determined that the works will result in the death of fish or a HADD, a formal authorization may be required from DFO under the provisions of the *Fisheries Act*. If a Biologist is required to assess the impacts to fish and fish habitat, the cost of same becomes the responsibility of the proponent.

Consultations

Financial Services
Corporate Services & Clerk

Financial Implications

The Engineer's Report shall assess for Special Benefit, Benefit, Outlet and Liability. A schedule of assessment is to be contained in the report, which details in separate columns, the sums assessed to each parcel of land.

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 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:

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

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Notice of Request for Drain Improvement
2	Merrick Creek Drain map
3	Schedule A – Drainage Act Excerpts
4	ERCA – Correspondence

Notice of Request for Drain Improvement

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

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

Re: MERRICK CREEK DRAIN
(Name of Drain)

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

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

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

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

BRUSHING DRAIN BANK, DRAIN PAN,
EXCAVATING & GRADING DRAIN PAN FROM BOTH CONCESSION BRIDGE TO
OUTLET OF MERRICK CREEK DRAIN WITHIN TOWN OF TECUMSEH

Property Owners:

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

Property Description

Con 8 SPT LOT 5

Ward or Geographic Township

Tecumseh

Parcel Roll Number

42000006500000

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

Select Ownership Type *Real Estate*

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

Last Name [REDACTED]		First Name [REDACTED]		Middle Initial [REDACTED]
Mailing Address				
Unit Number	Street/Road Number	Street/Road Name		PO Box
	[REDACTED]	[REDACTED]		
City/Town <i>MAIDSTONE</i>		Province <i>ONTARIO</i>		Postal Code <i>N0P1K0</i>
Telephone Number	Cell Phone Number (Optional)		Email Address (Optional)	
[REDACTED]	[REDACTED]		[REDACTED]	

To be completed by recipient municipality:

Notice filed this *15th* day of *November* 20 *18*

Name of Clerk (Last Name, First Name) <i>Moy, Laura</i>	Signature of Clerk <i>Laura Moy</i>
--	--



The Corporation of the Town of Tecumseh



Drain Maps Merrick Creek

DRAIN NUMBER

66

DRAIN NAME

Merrick Creek Drain

OUTLET

3

OUTLET NAME

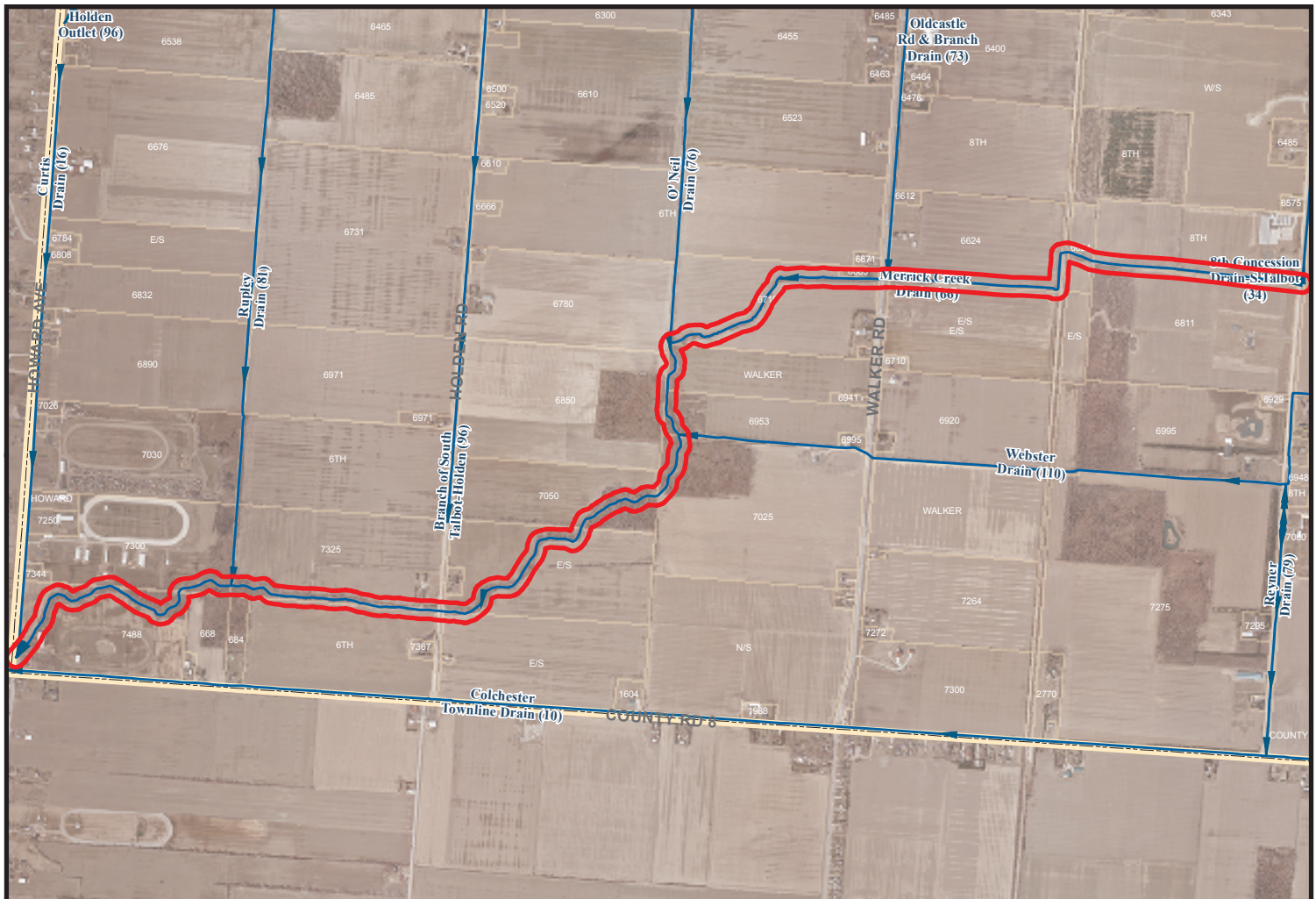
Canard River

BY-LAWS

15/1893 - 106/1899 - 632/1928 - 936/1945 - 1588/67 - 1634/1968

COMMENTS

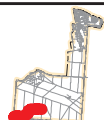
MAP LOCATION



DISCLAIMER

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

KEY MAP



Drain
Number

66

Date Printed: Mar 26, 2010

Legislation

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

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

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

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

Section 26 – Increased cost, how borne

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

Section 41(1) – Notice of drainage works

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

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

to,

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

Section 41(3) – Copy of report not required

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

Section 41(3.1) – Same

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

Section 42 – Consideration of report

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

Section 65(1) – Subsequent subdivision of land

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

Section 65(2) – Agreement on share of assessment

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

Section 76(1) - Varying original assessments for maintenance

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

Section 76(2) – Proceedings on report of engineer

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

Section 76(3) – Appeal from report of engineer

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

Section 76(4) – Appeal from assessment

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

Section 76(5) – Basis of future assessments

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

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

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

Section 78(1.1) – Projects

The projects referred to in subsections (1) are:

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

Section 78(2) – Notice to conservation authority

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

Section 78(3) – Powers and duties of engineer

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

Section 78(4) – Proceedings

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



regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

31 October 2019

Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8M 1Y6

Attention: Mr. Sam Paglia, P. Eng.
Drainage Superintendent/Engineering

Re: Notice of Request for Repair & Improvement of a Municipal Drain
Merrick Creek Drain

This office acknowledges receipt of the Notice of Request for Repair & Improvement to the Merrick Creek Drain under Section 78 of the *Drainage Act*. We have the following information to provide.

The subject lands are located within the limit of regulation (Section 28 of the *Conservation Authorities Act*) for the Merrick Creek Drain which is under the jurisdiction of the Essex Region Conservation Authority. Prior to undertaking work in this area, a "Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Permit" is required from this office.

Based on a review of our files, this office has three records of local natural heritage features within this section of the waterway. Please refer to your 2011 Town of Tecumseh Natural Heritage Inventory regarding Site #24 Sedgewood, Site #25 Higgin's Woods, and Site #28 Paquette Station Woods North for your information. This does not however remove the Town's responsibility to contact other provincial or federal agencies that may have concerns with this proposal.

If during the design of the project, significant natural heritage features are identified, this office could request a biological assessment of the identified features as part of our requirements under Section 28 of the *Conservation Authorities Act*. The proponent would have a qualified biologist undertake a biological assessment of the proposed works. The purpose of the biological assessment is to ensure that the proposed works will not adversely impact any natural heritage issues and/or to determine measures that will mitigate any potential adverse impacts. For any biological assessment that is required in order to satisfy issues related to the *Conservation Authorities Act*, the cost of the biological assessment is the responsibility of the proponent.

With respect to the Department of Fisheries and Oceans (DFO) concerns and comments, the proposed works to the Merrick Creek Drain will need to be self-assessed by the Town of Tecumseh, the proponent, through the DFO website at <http://www.dfo-mpo.gc.ca/pnw-ppe/index-eng.html>. Through the self-assessment process, the proponent will be able to determine if the proposed works will require a formal authorization under the *Fisheries Act*.

In order to obtain a federal authorization, it may be necessary to provide habitat compensation for the proposed works. In general, the resulting habitat impacts must be replaced with equivalent habitat

features. Determining if a proposed project is acceptable/compensable would require biological investigations and would depend on the actual proposed works. The costs related to the biological investigations are the responsibility of the proponent.

The DFO will also need to be contacted regarding any potential *Species at Risk Act* for federally listed aquatic species at risk fish and mussels and associated approval requirements.

The Merrick Creek Drain may contain significant species (aquatic species at risk as well as plants, animals, habitat, etc.) that are protected under the provincial *Endangered Species Act*. The ERCA does not screen for species that are protected under the provincial *Endangered Species Act*. It is the proponent's responsibility to ensure all issues related to the provincial *Endangered Species Act* are addressed. The *Ontario Endangered Species Act* inquiries are now handled by the Ministry of the Environment, Conservation and Parks, specifically the "Species at Risk Branch" and the new e-mail address for handling these inquiries is now SAROntario@ontario.ca.

It is our understanding that an engineering firm will be preparing a Section 78 report for the Merrick Creek Drain. Prior to your consultant moving forward with design for any proposed works, we recommend that they contact this office to discuss same.

We note that the ERCA-owned Chrysler Canada Greenway is located within the drainage area of the Merrick Creek Drain. All inquiries and concerns with respect to property questions regarding the Greenway and proposed drainage works should be directed to Mr. Kevin Money of this office at 519-776-5209, ext. 351 or email at kmoney@erca.org.

If further information or clarification is required, please do not hesitate to contact this office.

Yours truly,



Cynthia Casagrande,
Regulations Coordinator
/cc

cc/ John Henderson, Manager Engineering Services, Town of Tecumseh
Tony Peralta, N. J. Peralta Engineering Ltd.
Laura Moy, Director Corporate Services & Clerk, Town of Tecumseh
Kevin Money, Director Conservation Services, ERCA
James Bryant, Water Resources Engineer, ERCA
Dan Jenner, Regulations Analyst, ERCA





The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: January 14, 2020

Report Number: PWES-2020-03

Subject: Request for Repair and Improvement to the Dawson Drain
Appointment of Drainage Engineer

Recommendations

It is recommended:

That Gerard Rood P. Eng., of Rood Engineering Inc. **be appointed** drainage engineer to make an examination of the Dawson Drain drainage area as submitted by the affected landowner in the “Notice of Request for Drainage Improvement” dated October 30, 2019;

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

Background

The purpose of this report is to provide a summary of the background and other information to assist Council in appointing an engineer to examine the drainage area on the Dawson Drain (Drain).

The Drain is located on the north side of South Talbot Road between Malden Road and Concession 10 with its outlets into the West Delisle Drain to the west and the Malden Road West Drain to the east. A drainage map of the Drain is attached to this report as Attachment No. 2.

Improvements to this drain were recently completed in accordance with By-Law 2019-22 for the Repair and Improvement to the Dawson Drain. During construction of the recommended drain improvements in 2019, a benchmark error was discovered which was corrected in the field causing no adverse impacts to the project.

Comments

The Town completed construction on the Drain in the fall of 2019. Following construction, a landowner requested the installation of a new farm access culvert to their lands. This request for the new farm access culvert was not submitted during the previous *Drainage Act* process for the entire drain and therefore a new Engineer's Report is required under Section 78 of the Act.

As a result of the above noted error, the Town is legislatively required to update the By-Law to reflect the corrections. This process would typically entail an application to the Drainage Tribunal under Section 58(4) of the Act prior to any assessments being levied. However, with the current landowner request triggering a new Section 78 Engineer's Report, the revisions regarding the benchmark error can be corrected through the Section 78 process in place of applying to the Drainage Tribunal.

Legislation

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

Required Approvals

On November 6, 2019, the Town sent notification to the Essex Region Conservation Authority (ERCA) that the Town received a request for the repair and improvement of the Drain.

As outlined in Section 78(2) of the Act, the Engineer shall not be appointed until after the 30-day notification to ERCA, which has jurisdiction (regulations) over lands that will be affected by the works. This administrative report is in line with those provisions and the 30-day period expired on December 6, 2019.

The Drain may contain significant species that are at risk (SAR) which may be aquatic, plants, animals, habitat, etc. These species are protected under the provincial *Endangered Species Act* (ESA) and the Town utilizes its compliance document with the Ministry of Natural Resources and Forestry (MNRF) under Section 23.9 of Regulation 242/08 for SAR Mitigation Plan for Drainage Works. The Town, along with its contractors, gathers data with respect to information on any encountered species and/or mitigation plans implemented before and during construction for all registered municipal drainage works permitted under Section 23.9 of Ontario Reg. 242/08. Annual reports may be requested by the MNRF.

The Town will also be required to perform a self-assessment through the Department of Fisheries and Oceans (DFO) website to determine if proposed drain improvements could result in the death of fish or the harmful alteration, disruption or destruction of fish habitat (HADD). If it is determined through the self-assessment that the proposed works will not result in the death of fish or a HADD, the works may proceed following best practices such as preventing the entry of deleterious substances in water, ensuring proper sediment and erosion control, and planning in water work with respect to timing windows to protect fish. If it is determined that the works will result in the death of fish or a HADD, a formal authorization may be required

from DFO under the provisions of the *Fisheries Act*. If a Biologist is required to assess the impacts to fish and fish habitat, the cost of same becomes the responsibility of the proponent.

Appointment of Engineer

It is recommended that Gerard Rood, P.Eng., be appointed Drainage Engineer to the Drain as a result of their extensive work and examination already performed on this drain and for ease of producing a cost effective report reflecting the improvements herein.

Consultations

Financial Services
Corporate Services & Clerk

Financial Implications

The Engineer's Report shall assess for Special Benefit, Benefit, Outlet and Liability. A schedule of assessment is to be contained in the report, which details in separate columns, the sums assessed for each parcel of land/utility liable for drainage assessments under the Act. It is required that the requesting landowner is assessed the cost associated to produce this report and construct the improvement therein.

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 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:

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

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Notice of Request for Drain Improvement, dated October 30, 2019
2	Dawson Drain Map
3	Schedule A – <i>Drainage Act</i> Excerpts

Notice of Request for Drain Improvement

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

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

Re: Dawson Drain Project - 9800 South Talbot Rd, Maidstone Ontario N0R1K0

(Name of Drain)

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

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

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

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

Requesting a culvert for farm access. The current culvert access leaves farmland inaccessible for heavy machinery.

Property Owners:

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

Property Description

9800 South Talbot Rd, Tecumseh Ontario N0R1K0

Ward or Geographic Township

Maidstone Ontario

Parcel Roll Number

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

Sole Ownership

Individual or Sole Ownership

Name (Last Name, First Name)	Signature	Date (yyyy/mm/dd)
[REDACTED]	[Signature]	2019/10/30

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

Last Name		First Name	Middle Initial
[REDACTED]		[REDACTED]	[REDACTED]
Mailing Address			
Unit Number	Street/Road Number	Street/Road Name	PO Box
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
City/Town		Province	Postal Code
Maidstone		Ontario	N0R 1K0
Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)	
[REDACTED]	[REDACTED]	[REDACTED]	

To be completed by recipient municipality:

Notice filed this 30th day of October 20 19

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



The Corporation of the Town of Tecumseh



Drain Maps Dawson & Outlet

DRAIN NUMBER

20

DRAIN NAME

Dawson Drain

OUTLET

1

OUTLET NAME

Pike Creek

BY-LAWS

2007-63

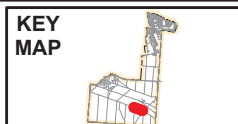
COMMENTS

Report on Jan.29/1962 construction, bylaw wasn't found

MAP LOCATION



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



Drain
Number **20**

Date Printed: Mar 26, 2010

Legislation

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

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

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

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

Section 26 – Increased cost, how borne

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

Section 41(1) – Notice of drainage works

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

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

to,

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

Section 41(3) – Copy of report not required

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

Section 41(3.1) – Same

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

Section 42 – Consideration of report

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

Section 65(1) – Subsequent subdivision of land

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

Section 65(2) – Agreement on share of assessment

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

Section 76(1) - Varying original assessments for maintenance

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

Section 76(2) – Proceedings on report of engineer

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

Section 76(3) – Appeal from report of engineer

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

Section 76(4) – Appeal from assessment

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

Section 76(5) – Basis of future assessments

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

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

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

Section 78(1.1) – Projects

The projects referred to in subsections (1) are:

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

Section 78(2) – Notice to conservation authority

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

Section 78(3) – Powers and duties of engineer

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

Section 78(4) – Proceedings

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

The Corporation of the Town of Tecumseh
By-Law Number 2020-01

Being a by-law to amend By-law No. 2019-10 being a by-law to
appoint directors to the Board of Management for the Business
Improvement Area for the term of Tecumseh Council 2019-2022

Whereas the Council of The Corporation of the Town of Tecumseh (Town) passed By-law No. 1999-58, to enlarge the area designated as an improvement area;

AND WHEREAS on October 29, 1999, the Ontario Municipal Board approved said By-law No. 1999-58;

AND WHEREAS the Council of the Town of Tecumseh passed By-laws No. 2005-79 and 2016-12, amending the area designated as an improvement area;

AND WHEREAS Section 204(3) of the *Municipal Act, S.O. 2001 c. 25* provides that the Board of Management for the improvement area shall be composed of one or more directors appointed by the municipality and the remaining directors selected by a vote of the membership of the improvement area and appointed by the municipality;

And Whereas Council appointed members to the Board of Management in accordance with By-law No. 2019-10 dated the 22nd day of January 2019, which was subsequently amended by By-law No. 2019-33 dated the 9th day of April, 2019;

And Whereas Council is desirous of amending the appointments to the Board of Management;

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

1. **That** paragraph 2 of By-law No. 2019-10 is hereby repealed and replaced with the following paragraph 2:

 “That the said Board of Management shall consist of the following members:

 Brian Houston Councillor

 Paul Bistany Paul Bistany Real Estate Broker

 Jules Champoux CPCA, Life and Health Insurance Advisor

 Candice Dennis

 Joseph Fratangeli Good Vibes

 Scott Harris TD Canada Trust

 Michael Kennedy Ingenuity Counsel

 Linda Proctor

 Shane Meloche Frank Brewing Co.”
2. **That** this By-law shall come into force and take effect upon third and final reading.

Read a first, second and third time and finally passed this 11th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020-02

Being a by-law to appoint signing authorities for the financial affairs of The Corporation of the Town of Tecumseh.

Whereas pursuant to Section 286 (1) of the *Municipal Act*, 2001, S.O. 2001, c.25 the municipality shall appoint a Treasurer to be responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council;

And Whereas pursuant to Section 23 of the *Municipal Act*, 2001, S.O. 2001, c.25 the municipality may delegate its powers and duties to a person, subject to certain restrictions;

And Whereas the Council of The Corporation of the Town of Tecumseh is desirous of designating persons to sign cheques of the municipality;

And Whereas pursuant to Section 287 of the *Municipal Act*, 2001, S.O. 2001, c.25 a municipality may provide that the signatures on a cheque of the municipality be mechanically or electronically reproduced;

And Whereas The Corporation of the Town of Tecumseh has engaged the services of the Windsor Family Credit Union to provide banking services to The Corporation of the Town of Tecumseh.

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

1. **That** Mayor Gary McNamara or Deputy Mayor Joe Bachetti, and Director Financial Services & Chief Financial Officer, Tom Kitsos, or Deputy Treasurer & Tax Collector, Zora Visekruna, are hereby designated to be signing officers for and in the name of the Town of Tecumseh.
2. **That** one of the Mayor Gary McNamara or Deputy Mayor Joe Bachetti, together with the Director Financial Services & Chief Financial Officer, Tom Kitsos, or Deputy Treasurer & Tax Collector, Zora Visekruna, are hereby authorized and empowered on behalf of the Town of Tecumseh from time to time:
 - (a) to draw, accept, sign, make, endorse, negotiate and dispose of all or any bills of exchange, promissory notes, cheques and orders for payment of money and,
 - (b) to pay and receive all monies and give receipts for same and,
 - (c) to borrow money from the Credit Union and deposit with, convey, transfer, mortgage, pledge, hypothecate, sign, deliver and/or give to the Credit Union, as security for any monies borrowed or to be borrowed, all or any of the Town of Tecumseh's present or future property and assets of every kind, and whether real or personal, movable or immovable and,
 - (d) to receive from the Credit Union any negotiable instruments or other property and assets of the Town of Tecumseh of every kind, and give receipts therefore and,
 - (e) to execute any agreement or authority relating to the depository business of the Town of Tecumseh either generally or prescribe to any particular transaction and,
 - (f) to transact generally with the Credit Union any business they may see fit.
3. **That** the signatures of the Mayor Gary McNamara and Director Financial Services & Chief Financial Officer, Tom Kitsos, may be electronically reproduced for cheque signing purposes.
4. **That** By-law No. 2019-44 and any other by-law inconsistent with this by-law are hereby repealed.

5. **That** this By-law will come into force and take effect on the date of third and final reading.

Read a first, second and third time and finally passed this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020-03

Being a by-law to authorize entering into an Amending Agreement to the Agreement of Purchase and Sale between The Corporation of the Town of Tecumseh and Briday Inc. for the sale of the McColl Lands.

Whereas pursuant to By-law No. 2019-46 the Council of The Corporation of the Town of Tecumseh (Corporation) declared the lands known as PIN 75261-0062 being McColl Avenue by Plan of Subdivision PL1183 in the Town of Tecumseh (Subject Property) to be closed and declared surplus to the needs of the Corporation;

And Whereas pursuant to By-law No. 2019-46 authorization was given for the Subject Property to be sold by way of direct sale to Briday Inc.;

And Whereas pursuant to By-law No. 2019-47 authorization was given to enter into an Agreement of Purchase and Sale with Briday Inc. for the sale of the Subject Property (Agreement);

And Whereas the Corporation and Briday Inc. are desirous of entering into an Amending Agreement to the Agreement;

And Whereas under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law;

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Amendment Agreement to the Agreement of Purchase and Sale between The Corporation of the Town of Tecumseh and Briday Inc. for the sale of the Subject Property, accepted the 28th day of May, 2019, a copy of which Amending Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Amending Agreement;
2. **And That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second and third time and finally passed this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

A M E N D M E N T T O A G R E E M E N T

B E T W E E N:

BRIDAY VICTORIA DEVELOPMENT CORPORATION
PURCHASER(S)
- and -

THE CORPORATION OF THE TOWN OF TECUMSEH
VENDOR(S)

RE: Agreement of purchase and sale between the vendor(s) and purchaser(s)
accepted the 28th day of May, 2019, concerning the property known as: McColl
Avenue, Plan 1183, Tecumseh being PIN: 75261-0062

as more particularly described in the aforementioned Agreement of Purchase and Sale.

THE PURCHASER(S) AND VENDOR(S) HEREIN AGREE TO THE FOLLOWING
AMENDMENTS TO THE AFOREMENTIONED AGREEMENT:

DELETE: Expiry Time means 11:59 p.m. on 240 days from acceptance

INSERT: Expiry Time means 11:59 p.m. on January 21, 2021

Time shall in all respects be of the essence thereof provided that the time for doing or
completion of any matter provided for herein may be extended or abridged by an
agreement in writing signed by Vendor(s) and Purchaser(s) or by their respective
solicitors who are hereby expressly appointed in this regard.

ALL OTHER TERMS AND CONDITIONS IN THE AFOREMENTIONED AGREEMENT
OF PURCHASE AND SALE TO REMAIN THE SAME.


Dated at Tecumseh, ON this _____ day of December, 2019

IN WITNESS WHEREOF I/WE have hereunto set my/our hand(s) and seal(s):

SIGNED, SEALED AND DELIVERED) **The Corporation of the Town of Tecumseh**
In the presence of) _____
) Gary McNamara, MAYOR
) _____
) Laura Moy, CLERK
) "We have authority to bind the Municipality"
) - Vendor

Dated at _____ this 9th day of December, 2019

IN WITNESS WHEREOF I/WE have hereunto set my/our hand(s) and seal(s):

SIGNED, SEALED AND DELIVERED) ~~Briday Victoria Development Corporation~~
In the presence of) _____
) Per: 
) Name: David Ublanski
) Title: President
) "I have authority to bind the Corporation"
) - Purchaser

The Corporation of the Town of Tecumseh

By-Law Number 2020 -04

Being a by-law to authorize the execution of an Easement Amending Agreement between The Corporation of the Town of Tecumseh and 2041235 Ontario Ltd.

Whereas 2041235 Ontario Ltd. (Owner) owns certain lands situated within the corporate limits of the Town of Tecumseh;

And Whereas the Owner granted an easement in gross to The Corporation of the Town of Tecumseh (Town) registered on title as CE637171 (Transfer of Easement) over part of the Lands described as PT LOT 148, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 3 and 4 on Plan 12R-25969 (Easement Lands);

And Whereas the Town and the Owner have agreed to amend the Transfer of Easement in the manner and subject to the terms set out in an Easement Amending Agreement so as to amend the term of the easement and otherwise correct typographical errors within the schedule attached to the Transfer of Easement;

And Whereas under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law;

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Easement Amending Agreement between The Corporation of the Town of Tecumseh and 2041235 Ontario Ltd., dated the 14th day of January, 2020, a copy of which Easement Amending Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Easement Amending Agreement.
2. **And that** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

EASEMENT AMENDING AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of January, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

2041235 ONTARIO LTD.
hereinafter called "**the Owner**"

OF THE SECOND PART

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

RECITALS

WHEREAS THE OWNER, owns certain lands situated within the corporate limits of the Town, said lands being more particularly described in Schedule "A" hereto (the "**Lands**");

AND WHEREAS THE OWNER granted an easement in gross to the Town registered on title as CE637171 (herein "**the Transfer of Easement**") over part of the Lands described as PT LOT 148, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 3 and 4 on Plan 12R-25969 (herein "**the Easement Lands**");

AND WHEREAS the Town and Owner have agreed to amend the Transfer of Easement in the manner and subject to the terms hereinafter set out so as to amend the Term of the easement and otherwise correct typographical errors within the schedule attached to the Transfer of Easement;

WITNESSETH that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

ARTICLE I
AMENDMENT TO EASEMENT

1.1 REPLACEMENT OF SCHEDULE TO TRANSFER OF EASEMENT

The "Easement Schedule" attached to the Transfer of Easement is hereby deleted and replaced with the Easement Schedule attached hereto as Schedule B. Save and except for this amendment, the Transfer of Easement remains in full force and effect and binding on the parties in accordance with its terms.

ARTICLE 2
THE TOWN AGREES

2.1 THE TOWN COMMITMENTS

In consideration of the amendment of the terms of the Transfer of Easement as set out in Article 1.1 the Town covenants and agrees to:

- a) Pay to the Owner the additional sum of \$7,208.47 being the balance owing in respect of the "Compensation Amount" as such term is defined in Schedule B attached together with the original sum of \$3,976.60 called for in the Transfer of Easement;
- b) Pay to the Owner the sum of \$791.00 (inclusive of H.S.T.) in respect of the legal costs of the Owner's solicitor in having reviewed and provided legal advice to the Owner respecting the Transfer of Easement and this amending agreement;

- c) To observe and perform all covenants of the Town as Transferee under the Transfer of Easement;

ARTICLE 3

MISCELLANEOUS

3.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

23b-25 Amy Croft Drive, Windsor, ON N9K 1C7

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

3.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

3.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

3.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

3.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

3.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

3.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

3.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

3.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

3.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

3.12 ASSIGNMENT

Subject to the terms of this agreement, this agreement is not assignable by either party without the consent of the other Party, acting reasonably.

3.13 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

3.14 SCHEDULES

Those Schedules marked as Schedules “B” and “C” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto.

3.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals, representatives and/or solicitors, have participated in the preparation and/or negotiation of the

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- ### **3.15 INDEPENDENT LEGAL ADVICE**

- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

SIGNED, SEALED AND DELIVERED

We have authority to bind the Corporation

SCHEDULE "A"

THE LANDS

PIN: 75240-0074

PT LT 148 CON 3 SANDWICH EAST PTS 1 & 2 12R1772 EXCEPT PTS 1 TO 16 12R-12127; TECUMSEH; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 3 & 4 12R25969 UNTIL 2019/11/21 AS IN CE637161

SCHEDULE “B”

EASEMENT SCHEDULE

This easement is an easement in gross

Schedule: The Transferors hereby grant to the Corporation of the Town of Tecumseh (hereinafter “Transferee”), its servants, agents and assigns, a free unencumbered and uninterrupted easement on, in, over, under, across, along and through the lands being

PT LOT 148, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 3 and 4 on Plan 12R-25969;

(hereinafter termed the “Subject Lands” or “Easement Lands” as an easement in gross for the purposes of installing, maintaining, replacing, altering, cleaning, repairing and providing a walking path for pedestrian use, along with associated landscaping, for ingress and egress by the general public at its sole cost and expense. The rights afforded to the general public shall be subject to such regulations and limits as determined by the Transferee from time to time.

The easement shall be effective for a period of ten years from the date of its registration on title (herein “the ten year term”) unless extended by an amending agreement executed by the parties and registered on title to the Easement Lands. Provided that the Transferee may at any time elect to terminate and surrender the easement in advance of end of the ten year term. Provided further that the easement shall automatically terminate in advance of the ten year term upon the Transferor and Transferee executing and registering on title a development agreement providing for the development of the lands of the Transferee legally described as PT LT 148 CON 3 SANDWICH EAST PTS 1 & 2 12R1772 EXCEPT PTS 1 TO 16 12R-12127; TECUMSEH, Town of Tecumseh, County of Essex, Ontario being PIN 75240-0074.

Upon termination of the Easement, the Transferee shall electronically delete the easement from title to the Subject Lands, the path will be removed (including, without limitation, pavements and crushed stone) and lands restored (so far as practical) to their original condition at the sole cost and expense of the Transferee.

The Transferee, its servants, agents and assigns, shall have free and unobstructed entry and access to the subject lands at all times for any and all persons, vehicles, supplies, equipment and things necessary for or incidental to the purposes of this easement provided that the right of ingress, egress and access to the general public shall remain pedestrian only.

The Transferor reserves unto itself, its servants, agents and assigns the right for any and all persons, vehicles and equipment to travel across Part 3 on Plan 12R-25969 to maintain access to and from its lands south of the easement lands from and to the lands north of the easement lands.

Compensation for crop loss/damage

The Transferee has paid to the Transferor the sum of \$3,976.60 for the original five (5) year term plus \$7,208.47 for the subsequent five year term for a total of \$11,185.07 (“the Compensation Amount”) on account of the loss of opportunity to farm the easement lands during the entire ten year term of the easement and/or for the loss of and/or damage to crop on the easement lands at the time of construction of the works. Should the easement be terminated earlier in accordance with the provisions of the easement, any Compensation Amount paid as of the date of termination shall be fully earned and no further Compensation Amount shall be payable thereafter.

1. **Insurance**

The Transferee shall, prior to starting work on the Easement Lands, provide and thereafter maintain in full force and effect with the Transferee's insurance carrier and produce to the Transferor a certificate from the carrier, Public liability insurance covering bodily injury, death, personal injury and damage to property with commercially reasonable coverages not less than \$3,000,000.00 per occurrence and naming the Transferor as an additional insured, which shall remain in effect during the Term of the Easement.

Indemnity

- (a) The Transferee by accepting this easement agrees to and shall indemnify and hold harmless the Transferor against all actions, suits, claims, demands and expenses (including, without limitation, the legal fees and disbursements of the Transferor on a solicitor and client basis) made or suffered by any person or persons, in respect of loss, injury, damage or obligation to compensate, arising out of or in connection with or as a result of:
- (i) the negligence or willful misconduct of the Transferee;
 - (ii) any breach by the Transferee of the terms and conditions of this easement;
or
 - (iii) the works installed on the Easement Lands and the use thereof by the public,
 - (iv) the exercise by the Transferee of any or all the rights and privileges granted by this easement (excepting damage caused to the property of the Transferor by his own act or that of his servants, agents or contractors)

This indemnity shall include any action or claim against the Transferor that may arise by virtue of the benefit of present or future provisions of statute, regulation, by-law, ordinance or common-law made by the Province of Ontario, Dominion of Canada, municipality, or other applicable governmental body or court of competent jurisdiction provided that the Transferee shall not be liable under this Section to the extent to which such loss, damage or injury is caused or contributed to by the negligence or default of the Transferor, its servants or agents. For greater certainty, the Transferee shall not be liable to the Transferor for the actions of the Transferor, its agents, employees, or representatives who enter upon the Easement Lands.

- (b) All undischarged obligations under this Section shall survive the expiration or termination of this easement.

Cost of Improvements and Maintenance

The improvements placed on the Easement Lands shall be installed and maintained by the Transferee at its sole expense.

Obstructions

The Transferor shall not intentionally place buildings or any other structures or obstructions of any kind, including any trees, bushes, fences and other such items and things, and in the event any such item or thing is placed on any of the Subject Lands by the Transferor, the owner or owners of the Subject Lands at that time shall be liable for the costs incurred by the Transferee, its servants, agents or assigns, in the removal of such items.

Restoration

In the event the Transferee performs any works or services on the Subject Lands, the Transferee covenants, at its sole cost and expense, to fill in all excavations and to restore the surface of the Subject Lands to the same grade level and the same condition as prior to the commencement of any construction or of any other subsequent works performed on the Subject Lands.

Ownership of works

Notwithstanding any rule of law or equity, and even though the works and materials for the municipal and other public services may become affixed to or annexed to the Subject Lands, the title to such works and materials shall nevertheless remain in the Transferee.

Release

The Transferees, in the event that it grants a release of this easement, shall restore the Easement Lands as contemplated above.

Successors and Assigns

This Transfer of Easement, including the rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Corporation of the Town of Tecumseh

By-Law Number 2020 -05

Being a by-law to authorize the execution of an Easement Amending Agreement between The Corporation of the Town of Tecumseh and Clement Lachance and Eugene Charles Lachance.

Whereas Clement Lachance and Eugene Charles Lachance (Owners) own certain lands situated within the corporate limits of the Town of Tecumseh;

And Whereas the Owner granted an easement in gross to The Corporation of the Town of Tecumseh (Town) registered on title as CE636586 (Transfer of Easement) over part of the Lands described as PT LOT 147, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 1 and 2 on Plan 12R-25969 (Easement Lands);

And Whereas the Town and the Owner have agreed to amend the Transfer of Easement in the manner and subject to the terms set out in an Easement Amending Agreement so as to amend the term of the easement and otherwise correct typographical errors within the schedule attached to the Transfer of Easement;

And Whereas under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law;

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Easement Amending Agreement between The Corporation of the Town of Tecumseh and Clement Lachance and Eugene Charles Lachance, dated the 14th day of January, 2020, a copy of which Easement Amending Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Easement Amending Agreement.
2. **And that** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

EASEMENT AMENDMENT AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of January, 2020.

B E T W E E N:

THE CORPORATION OF THE TOWN OF TECUMSEH,
hereinafter called the "**Municipality**" or "**Town**"

OF THE FIRST PART

-and-

CLEMENT LACHANCE and EUGENE CHARLES LACHANCE
hereinafter collectively called "**the Owner**"

OF THE SECOND PART

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

RECITALS

WHEREAS THE OWNER, owns certain lands situated within the corporate limits of the Town, said lands being more particularly described in Schedule "A" hereto (the "**Lands**");

AND WHEREAS THE OWNER granted an easement in gross to the Town registered on title as CE636586 (herein "**the Transfer of Easement**") over part of the Lands described as PT LOT 147, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 1 and 2 on Plan 12R-25969 (herein "**the Easement Lands**");

AND WHEREAS the Town and Owner have agreed to amend the Transfer of Easement in the manner and subject to the terms hereinafter set out so as to amend the Term of the easement and otherwise correct typographical errors within the schedule attached to the Transfer of Easement;

WITNESSETH that in consideration of these presents, and other good and valuable consideration, the Parties hereto mutually covenant, promise and agree as follows:

ARTICLE I
AMENDMENT TO EASEMENT

1.1 REPLACEMENT OF SCHEDULE TO TRANSFER OF EASEMENT

The "Easement Schedule" attached to the Transfer of Easement is hereby deleted and replaced with the Easement Schedule attached hereto as Schedule B. Save and except for this amendment, the Transfer of Easement remains in full force and effect and binding on the parties in accordance with its terms.

ARTICLE 2
THE TOWN AGREES

2.1 THE TOWN COMMITMENTS

In consideration of the amendment of the terms of the Transfer of Easement as set out in Article 1.1 the Town covenants and agrees to:

- a) Pay to the Owner the additional sum of \$7,208.47 being the balance owing in respect of the "Compensation Amount" as such term is defined in Schedule B attached together with the original sum of \$3,969.90 previously paid and called for in the Transfer of Easement;
- b) Pay to the Owner the sum of \$n/a (inclusive of H.S.T.) in respect of the legal costs of the Owner's solicitor in having reviewed and provided legal advice to the Owner

- respecting the Transfer of Easement and this amending agreement;
- c) To observe and perform all covenants of the Town as Transferee under the Transfer of Easement;

ARTICLE 3

MISCELLANEOUS

3.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

11945 Intersection Road, Tecumseh, Ontario N8N 2M1

Any communication so personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Communications so sent by registered and receipted mail shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is received, as evidenced by the postal receipt. Communications so sent by facsimile transmission or other means of recorded telecommunication shall be deemed to have been validly and effectively given on the Business Day next following the day on which it is sent. Any party may from time to time change his or its address for service on written notice to the others.

“Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the Town are not open for business during normal banking hours

3.2 TIME OF ESSENCE

Time shall be of the essence of this Agreement and of every part thereof.

3.3 WAIVER

No waiver by any part of a breach of any of the covenants, conditions and provisions herein contained shall be effective or binding upon such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any other future breach.

3.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that he, his heirs, executors, administrators and assigns will sign such further agreements, assurances, waivers and documents, attend such meetings, enact such by-laws or pass such resolutions and exercise such votes and influence, do and perform or cause to be done and performed such further and other acts and things as may be necessary or desirable from time to time in order to give full effect to this Agreement and every part thereof.

3.5 HEADINGS

The headings of the Articles of this Agreement are inserted for convenience only and do not constitute part of this Agreement.

3.6 SUCCESSORS AND ASSIGNS

The covenants hereunder shall run with the land and this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

3.7 GENDER

All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and pronoun.

3.8 SEVERABILITY

If any covenant or provision contained herein is determined to be in whole or in part, invalid or unenforceable by reason of any rule of law or public policy, such invalidity or unenforceability shall not affect the validity or enforceability of any other covenant or provision contained herein and, in the case of partial invalidity or unenforceability of a covenant or provision, such partial invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such covenant or provision, and such invalid or unenforceable covenant or provision or portion thereof, as the case may be, shall be severable from the remainder of this Agreement.

3.9 ENTIRE AGREEMENT

This Agreement expresses the final agreement among the parties hereto with respect to all matters herein and no representations, inducements, promises or agreements or otherwise among the parties not embodied herein shall be of any force and effect. This Agreement shall not be altered, amended or qualified except by a memorandum in writing, signed by all the parties hereto, and any alteration, amendment or qualification thereof shall be null and void and shall not be binding upon any such party unless made and recorded as aforesaid.

3.10 EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which together shall constitute one and the same instrument.

3.11 JURISDICTION

This Agreement and all other agreements, security and documents to be delivered in connection with this agreement shall be governed by and construed in accordance with the applicable laws of the Province of Ontario and of Canada.

3.12 ASSIGNMENT

Subject to the terms of this agreement, this agreement is not assignable by either party without the consent of the other Party, acting reasonably.

3.13 TRUE COPY

All of the parties hereto acknowledge having received a true copy of this document.

3.14 SCHEDULES

Those Schedules marked as Schedules “B” and “C” have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto.

3.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

It is agreed and acknowledged that both parties, directly or through their agents, principals,

Should any provision of this agreement require judicial interpretation, mediation or arbitration, it is agreed that the court, mediator or arbitrator interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party or so as to disadvantage any party on the basis that such party and/or its solicitor or agent:

- ### **3.15 INDEPENDENT LEGAL ADVICE**

- 1) having obtained independent legal advice from his, her, or its' own solicitor with respect to the terms of this Agreement prior to its execution or having otherwise been given a reasonable opportunity to obtain such advice and declined to so;
- 2) that he *or* she *or* it understands the terms, and his *or* her rights and obligations, under this Agreement.

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Per: _____
Gary McNamara – MAYOR

Laura Moy - CLERK

Per: _____
Clement Lachance

Per: _____
Eugene Charles Lachance

4

SCHEDULE "A"

THE LANDS

PIN: 75240-0072

PT LT 147 CON 3 SANDWICH EAST AS IN R176230 EXCEPT THE EASEMENT
THEREIN & EXCEPT R1433519; TECUMSEH

SCHEDULE “B”

EASEMENT SCHEDULE

This easement is an easement in gross

Schedule: The Transferors hereby grant to the Corporation of the Town of Tecumseh (hereinafter “Transferee”), its servants, agents and assigns, a free unencumbered and uninterrupted easement on, in, over, under, across, along and through the lands being

PT LOT 148, CON 3 SANDWICH EAST, Town of Tecumseh, County of Essex, Ontario designated as Parts 3 and 4 on Plan 12R-25969;

(hereinafter termed the “Subject Lands” or “Easement Lands” as an easement in gross for the purposes of installing, maintaining, replacing, altering, cleaning, repairing and providing a walking path for pedestrian use, along with associated landscaping, for ingress and egress by the general public at its sole cost and expense. The rights afforded to the general public shall be subject to such regulations and limits as determined by the Transferee from time to time.

The easement shall be effective for a period of ten years from the date of its registration on title (herein “the ten year term”) unless extended by an amending agreement executed by the parties and registered on title to the Easement Lands. Provided that the Transferee may at any time elect to terminate and surrender the easement in advance of end of the ten year term. Provided further that the easement shall automatically terminate in advance of the ten year term upon the Transferor and Transferee executing and registering on title a development agreement providing for the development of the lands of the Transferee legally described as PT LT 148 CON 3 SANDWICH EAST PTS 1 & 2 12R1772 EXCEPT PTS 1 TO 16 12R-12127; TECUMSEH, Town of Tecumseh, County of Essex, Ontario being PIN 75240-0074.

Upon termination of the Easement, the Transferee shall electronically delete the easement from title to the Subject Lands, the path will be removed (including, without limitation, pavements and crushed stone) and lands restored (so far as practical) to their original condition at the sole cost and expense of the Transferee.

The Transferee, its servants, agents and assigns, shall have free and unobstructed entry and access to the subject lands at all times for any and all persons, vehicles, supplies, equipment and things necessary for or incidental to the purposes of this easement provided that the right of ingress, egress and access to the general public shall remain pedestrian only.

The Transferor reserves unto itself, its servants, agents and assigns the right for any and all persons, vehicles and equipment to travel across Part 3 on Plan 12R-25969 to maintain access to and from its lands south of the easement lands from and to the lands north of the easement lands.

Compensation for crop loss/damage

The Transferee has paid to the Transferor the sum of \$3,969.90 for the original five (5) year term plus \$7,208.47 for the subsequent five year term for a total of \$11,178.37 (“the Compensation Amount”) on account of the loss of opportunity to farm the easement lands during the entire ten year term of the easement and/or for the loss of and/or damage to crop on the easement lands at the time of construction of the works. Should the easement be terminated earlier in accordance with the provisions of the easement, any Compensation Amount paid as of the date of termination shall be fully earned and no further Compensation Amount shall be payable thereafter.

1. **Insurance**

The Transferee shall, prior to starting work on the Easement Lands, provide and thereafter maintain in full force and effect with the Transferee's insurance carrier and produce to the Transferor a certificate from the carrier, Public liability insurance covering bodily injury, death, personal injury and damage to property with commercially reasonable coverages not less than \$3,000,000.00 per occurrence and naming the Transferor as an additional insured, which shall remain in effect during the Term of the Easement.

Indemnity

- (a) The Transferee by accepting this easement agrees to and shall indemnify and hold harmless the Transferor against all actions, suits, claims, demands and expenses (including, without limitation, the legal fees and disbursements of the Transferor on a solicitor and client basis) made or suffered by any person or persons, in respect of loss, injury, damage or obligation to compensate, arising out of or in connection with or as a result of:
- (i) the negligence or willful misconduct of the Transferee;
 - (ii) any breach by the Transferee of the terms and conditions of this easement;
or
 - (iii) the works installed on the Easement Lands and the use thereof by the public,
 - (iv) the exercise by the Transferee of any or all the rights and privileges granted by this easement (excepting damage caused to the property of the Transferor by his own act or that of his servants, agents or contractors)

This indemnity shall include any action or claim against the Transferor that may arise by virtue of the benefit of present or future provisions of statute, regulation, by-law, ordinance or common-law made by the Province of Ontario, Dominion of Canada, municipality, or other applicable governmental body or court of competent jurisdiction provided that the Transferee shall not be liable under this Section to the extent to which such loss, damage or injury is caused or contributed to by the negligence or default of the Transferor, its servants or agents. For greater certainty, the Transferee shall not be liable to the Transferor for the actions of the Transferor, its agents, employees, or representatives who enter upon the Easement Lands.

- (b) All undischarged obligations under this Section shall survive the expiration or termination of this easement.

Cost of Improvements and Maintenance

The improvements placed on the Easement Lands shall be installed and maintained by the Transferee at its sole expense.

Obstructions

The Transferor shall not intentionally place buildings or any other structures or obstructions of any kind, including any trees, bushes, fences and other such items and things, and in the event any such item or thing is placed on any of the Subject Lands by the Transferor, the owner or owners of the Subject Lands at that time shall be liable for the costs incurred by the Transferee, its servants, agents or assigns, in the removal of such items.

Restoration

In the event the Transferee performs any works or services on the Subject Lands, the Transferee covenants, at its sole cost and expense, to fill in all excavations and to restore the surface of the Subject Lands to the same grade level and the same condition as prior to the commencement of any construction or of any other subsequent works performed on the Subject Lands.

Ownership of works

Notwithstanding any rule of law or equity, and even though the works and materials for the municipal and other public services may become affixed to or annexed to the Subject Lands, the title to such works and materials shall nevertheless remain in the Transferee.

Release

The Transferees, in the event that it grants a release of this easement, shall restore the Easement Lands as contemplated above.

Successors and Assigns

This Transfer of Easement, including the rights, privileges and benefits herein contained shall extend to, be binding upon, and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

The Corporation of the Town of Tecumseh

By-Law Number 2020 -06

Being a bylaw to provide for the repair and improvements to the West Branch of the East Branch Delisle Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the repair and improvement of the West Branch of the East Branch Delisle Drain;

And Whereas the Town procured a Drainage Report for the West Branch of the East Branch Delisle Drain and specifications from the consulting engineering firm of Rood Engineering Inc., dated November 18, 2019 (hereafter “Drainage Report”);

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on December 3, 2019;

And Whereas a Public Meeting of Council was held on Tuesday, January 14, 2020, at 5:30 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the West Branch of the East Branch Delisle Drain is desirable;

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

1. **That** the Drainage Report providing for the repair and improvement of the West Branch of the East Branch Delisle Drain, dated November 18, 2019, as prepared by the consulting engineering firm Rood Engineering Inc. and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.

7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

Read a third and final time this day of , 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

WEST BRANCH OF THE
EAST BRANCH DELISLE DRAIN
E09DE(25)

New Bridge for Rosemary Jobin and Francis Lafferty

& Updated Maintenance Schedule

Geographic Township of Sandwich South

TOWN OF TECUMSEH



Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
519-735-2184

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621

Project REI2019D010
November 18th, 2019

November 18th, 2019

Mayor and Municipal Council
Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9

Mayor McNamara and Members of Council:

**WEST BRANCH OF THE EAST BRANCH DELISLE DRAIN
E09DE(25) - Geographic Twp. of Sandwich South
Project REI2019D010
Town of Tecumseh, County of Essex**

I. INTRODUCTION

In accordance with the instructions provided at your February 12th, 2019 meeting and received from the Town by letter dated February 14th, 2019, from Laura Moy your Director Corporate Services and Clerk, we have prepared the following report that provides for the construction of a new bridge required for a severance together with ancillary work including updating the assessment schedule to reflect the parcel severance. The West Branch of the East Branch Delisle Drain comprises of an open drain generally located along the south side of County Road 34 extending from an outlet in the East Branch of Delisle Drain at the line between Lots 294 and 295 S.T.R. Concession westerly to its top end near the intersection of County Road 34 and King's Highway No. 3, in the geographic township of Sandwich South, Town of Tecumseh. A plan showing the West Branch of the East Branch Delisle Drain, as well as the general location of the bridges along the drain, is included herein as part of the report.

Our appointment and the works relative to the construction of the new access bridge in the West Branch of the East Branch Delisle Drain, proposed under this report, is in accordance with Section 78, and the updated maintenance schedule in accordance with Section 76 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera, for the proposed new bridge in the drain, and watershed update and we report thereon as follows.

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

II. BACKGROUND

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

- | | | | |
|----|-------------------|---------------------------------------|---------------------------|
| 1) | June 7th, 1960 | East Branch of the Delisle Drain | C.G.R. Armstrong, P.Eng. |
| 2) | August 31st, 1977 | West Branch of the East Delisle Drain | Maurice Armstrong, P.Eng. |

The 1977 report by Maurice Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the drain and has the latest profile for the grading of the drain.

We arranged with the Town to provide us with the updated assessment roll information for the affected parcels including the recent severance. We also reviewed reports for the abutting West Branch Delisle Drain and East Branch Delisle Drain and spoke to the owners during the on-site meeting to help in establishing the current watershed limit for the West Branch of the East Branch Delisle Drain.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the drainage information provided by the Town, we arranged with the Town Drainage Superintendent Sam Paglia, P.Eng., to schedule an on-site meeting for March 12th, 2019. The following people were in attendance at said meeting: Tania Jobin, Frank Lafferty, Norm Sweet, Mark Fishleigh (County of Essex), Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Details of the drain were discussed, and the primary concern was installing a new bridge for a land severance. It was discussed that the bridges along the drain would be inspected and owners of the bridges would be contacted if there were concerns with any of the structures. Once the work scope is confirmed, a final report is then prepared and submitted to Council and goes through the Drainage Act process of a Consideration meeting and Court of Revision meeting.

Mr. Rood asked the Town and owners to provide information on any drainage changes that they might be aware of. The last report assessed most of the area immediately to the south of the drain. Frank Lafferty stated that he was going to locate field tiles and let Sam Paglia know once complete. Mr. Paglia will go out and shoot them and a bench mark on the fire hydrant with their GPS equipment and send the information to Rood Engineering.

Ms. Jobin pointed out the approximate bridge location between tile outlets. The pipe material was discussed, and the owners are okay with using a plastic pipe. Rip rap on filter cloth sloped

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

ends is anticipated to be the most cost effective treatment. A bridge travelled top width of 6.1m (20') is sufficient for them.

Cost sharing of work to the bridge was discussed, with the owner being advised that 100% of the initial cost to install the bridge is assessed to them, with future maintenance costs to be shared as set out in the drainage report. It was discussed that it would be economical to do an updated maintenance schedule for this drain with the bridge report. Sam Paglia pointed out that the County of Essex bears the cost for the drainage from County Road 34. The Town expects to hold a Public Information Centre meeting with the owners to review the Draft report and get their input and address their questions on the project. It was discussed that owners may debenture the cost of \$5,000.00 or greater for the drainage work over a 5 year period to reduce the immediate cost burden of their assessment for the work.

IV. FIELD SURVEY AND INVESTIGATIONS

Subsequent to the on-site meeting we arranged for a topographic survey of the drain and bridge to be completed. We further arranged to get updated assessment roll information from the Town and obtained information on the tax class of each of the properties affected by the Municipal Drain.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the West Branch of the East Branch Delisle Drain. We also reviewed the Town maps for fish and mussel species at risk and find that there are no species indicated in the vicinity of this project. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) Mitigation Plan for Drainage Works (March 2018-17-4938) that the Town has prepared to address the Endangered Species Act, 2007. Section 6.0 of the Mitigation Plan indicates that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Mitigation Plan includes measures to be followed as outlined in "Section 7.0 Mitigation Measures" of the document and a copy of same as it relates to turtles and snakes is included in **Appendix "REI-B"**. Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007 as administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.). Based on this information we find that the Town can proceed with the eligible repairs, maintenance and improvements to the drain as they are exempt under Sections 9 and 10 of the Act, provided that they follow the rules within Ontario Regulation 242/08 and the Mitigation Measures in their S.A.R. Mitigation Plan. To address these requirements the Town has established comprehensive mitigation measures as well as species identification guides for reference. Copies of the measures and guides shall be

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

provided to the successful Tenderer for use during construction, and these documents are available for viewing by any interested parties at the Town office.

V. PUBLIC INFORMATION CENTRE AND THE DRAINAGE ACT

Arrangements were made to meet at the bridge site on November 15th, 2019 with the Drainage Superintendent and interested owners to discuss this Draft drainage report dated October 10th, 2019 for this project. The following people were in attendance at said meeting: Frank Lafferty, Norm Sweet, Cam Hedges (Town Assistant Drainage Superintendent), Sam Paglia (Town Drainage Superintendent), Kory Snelgrove (Rood Engineering) and Gerard Rood (Rood Engineering). Mr. Lafferty questioned the need for a second access bridge to serve his parcel of land. It was pointed out that the parcel is bisected by the East Branch of Delisle Drain and that the west portion of the parcel has no access due to the severance that was done. The proposed 600mm diameter pipe will provide the required access in a cost effective manner. The procedures under the Drainage Act were reviewed and the next steps were detailed. It should be noted that the Public Information Centre (P.I.C.) is not a requirement under the Drainage Act but the Town holds these meetings to address questions and concerns and to solicit comments from the affected owners for use in finalizing the drainage report.

Owners were reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the Agriculture, Food and Rural Affairs Appeals Tribunal (A.F.R.A.A.T.) and to the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and applicable clarifications are as follows:

“Benefit” means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason, they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner can notify the Town that the drain requires maintenance and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of improved crop yield and preservation of topsoil on their lands. Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system. Municipal Drains are established through preparation of a drainage report under the Drainage Act and by Town Council adoption under by-law. As an example, when work is carried out on a Municipal Drain downstream of the affected Drain, the owners in the affected Municipal Drain sub-watershed that are outletting to the downstream Municipal Drain will be responsible for a portion of the cost, along with the other owners in the downstream Municipal Drain watershed adjacent and upstream of the work that is conducted. Owners are advised of the 1/3 grant available to agricultural lands that qualify for the Farm Property Class Tax Rate and should be aware that the Town administers the grant process and reflects any available grant on the final billing to each qualified owner.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the Agriculture, Food and Rural Affairs Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges and enclosures is based on the location of same along the overall length of the drainage system. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain when included in an engineer's report and is then to be maintained by the drain with costs shared as set out in the drainage report.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances as set out in the report are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible to guarantee the work performed on the drain with a maintenance period of one year from the date of substantial completion.

VII. FINDINGS AND RECOMMENDATIONS

We find that the profile included in the 1977 report plans by engineer Maurice Armstrong provides a good fit to the existing profile of the drain. Said report provided for improvements to the open drain that still appear to suit the current conditions of the watershed.

Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that the bridge installation work be carried out as follows:

- a) We recommend that all construction works, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "REI-A"** attached to this report.

- b) As this is an existing Municipal drain, with the channel and access culverts designed to have a 1:2 year storm capacity, the new culvert has also been designed to have a minimum capacity for a 1:2 year storm flow including allowance for embedment. Since conditions have not changed and there is no information to indicate any new species concerns, the bridge installation can be carried out based on the provisions included within the Species at Risk (S.A.R.) Mitigation Plan for Drainage Works (March 2018-17-4938) that the Town has prepared to address the Endangered Species Act, 2007. Section 6.0 of the Mitigation Plan indicates that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Mitigation Plan includes measures to be followed as outlined in "Section 7.0 Mitigation Measures" of the document and a copy of same as it relates to turtles and snakes is included in **Appendix "REI-B"**. Provided that mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007 as administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.) as included in **Appendix "REI-B"** for reference by the land owners, the Town of Tecumseh, and the Contractor who will be conducting the works.
- c) As provided for in this report we recommend that the bridge being installed in the drain be constructed as outlined further in this report including the specifications and the plans that form part of the report.
- d) We recommend that the drain be kept up in the future by the Town and the cost of the work be assessed on a pro-rata basis with the values shown in the attached Maintenance Schedule of Assessment.
- e) The existing drain has some buffer strips and grass areas along the Municipal drain that reduce the amount of erosion and the sediment entering the drain and enhance water quality. We recommend that the existing grass areas and buffer strips be protected as part of this project and during future maintenance on the drain.

We recommend that the West Branch of the East Branch Delisle Drain have a new bridge installed in it, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out pursuant to Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

VIII. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **SIXTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS (\$16,950.00)**, made up as follows:

CONSTRUCTION

Item 1)	Provide all labour, equipment and material to construct a new access bridge consisting of 11.0 metres (36.1 ft.) of 600mm diameter 320kPa Boss 2000 H.D.P.E. smoothwall pipe and quarried limestone on filter cloth end walls, granular bedding and backfill, granular approaches, excavation, compaction, hauling, cleanup and restoration, complete.	Lump Sum	\$	7,500.00
	Net H.S.T. (1.76%) on Construction		\$	132.00
				<hr/>
TOTAL FOR CONSTRUCTION			\$	7,632.00
				<hr/>

INCIDENTALS

1)	Report, Estimate, & Specifications	\$	2,500.00
2)	Survey, Assistants, Expenses, and Drawings	\$	3,000.00
3)	Duplication Cost of Report and Drawings	\$	800.00
4)	Estimated Cost of Letting Contract	\$	1,000.00
5)	Estimated Cost of Layout and Staking	\$	500.00
6)	Estimated Cost of Supervision and Inspection During Construction (based on 1 day duration)	\$	800.00
7)	Net H.S.T. on Incidental Items Above (1.76%)	\$	152.00
8)	Estimated Cost of Interim Financing	\$	100.00

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

9) Contingency Allowance	\$ 466.00
<hr/>	
TOTAL FOR INCIDENTALS	\$ 9,318.00
TOTAL FOR CONSTRUCTION (brought forward)	\$ 7,632.00
<hr/>	
TOTAL ESTIMATE	\$ 16,950.00
<hr/>	

IX. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of this new access bridge. The design drawings show the subject bridge location and the details of the new access bridge installation. The design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

Also attached, we have prepared Specifications which set out the required construction details for the proposed bridge installation, which also includes Standard Specifications within **Appendix "REI-C"**.

X. SCHEDULE OF ASSESSMENT

We would recommend that all of the costs associated with the construction of this new access bridge, and the preparation of this Engineer's report, be assessed against the agricultural lands of Rosemary Jobin and Frank Lafferty (460-03400), in Part of Lot 295, Concession S.T.R. in the Town of Tecumseh. A Schedule of Assessment has been prepared and included herein to indicate the lands assessed for this new farm access bridge installation.

It has been clearly established that this new access bridge is being provided to serve as the access from County Road 34 to an existing agricultural farm parcel. Pursuant to the current Agricultural Drainage Infrastructure Program (A.D.I.P.) Policies that are in place, it is anticipated that these lands designated as Farm Property Tax Class will **not** be eligible for a grant from the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) in the amount of 1/3 of their total assessment for this project because the severance was recently granted and required the new bridge to be installed, and the severance was made after the 2004 cut-off date in the Policies.

Where a bridge structure has increased travelled top width beyond the standard 6.10 metre (20.0 ft.) travelled top width, all of the increased costs resulting from same would be assessed 100% to the Owner and would be provided for in the cost sharing set out in the attached Schedule of Assessment.

XI. FUTURE MAINTENANCE

We recommend that the bridge structure as identified herein, be maintained in the future as part of the drainage works. We would also recommend that the bridge, for which the maintenance costs are to be shared with the upstream lands and roads within the watershed, be maintained by the Town and that said maintenance would include works to the bridge culvert, bedding, backfill and end treatment. Should concrete, asphalt, or other decorative driveway surfaces over these bridge culverts require removal as part of the maintenance works, these surfaces shall also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guardrails, or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge maintenance work. However, the cost of the supply and installation of any surface materials other than Granular "A" material and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining Owner(s) served by said access bridge.

After the completion of all of the works included within this report, the new access bridge within the Drain shall be maintained in the future by the Town of Tecumseh. Furthermore, if any maintenance work is required to this access bridge in the future, we recommend that 61.0% of the future maintenance costs shall be assessed as a Benefit against the abutting property (Parcel 460-03400) being served by the access bridge, which is currently owned by Rosemary Jobin and Frank Lafferty, in Part of Lot 295 Concession S.T.R., and the remaining balance of 39.0% be assessed pro-rata against the upstream lands and roads based on their Outlet Liability assessment in the attached Maintenance Schedule of Assessment. This sharing reflects that the owner has requested a bridge with the standard 6.1 metre (20 feet) travelled top width that is normally shared between the owner and upstream affected lands and roads.

We recommend that any future maintenance work on the drain be carried out in accordance with the 1977 drainage report and plans and be assessed in accordance with the attached updated Maintenance Schedule of Assessment on a pro-rata basis using the actual cost of the works. We further recommend that due to similar sizing, any future costs for maintenance works to the existing bridges in the drain be assessed on the basis of 61.0% Benefit to the abutting parcel served by the bridge with the balance of 39.0% assessed pro-rata against the upstream lands and roads based on their Outlet Liability assessment in the attached Maintenance Schedule of Assessment.

Report - West Branch of East Branch Delisle Drain E09DE(25)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2019D010

2019-11-18

We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.

Gerard Rood

Gerard Rood, P.Eng.



tm

att.

ROOD ENGINEERING INC.

Consulting Engineers
9 Nelson Street
LEAMINGTON, Ontario N8H 1G6

SCHEDULE OF ASSESSMENT
WEST BRANCH OF THE EAST BRANCH DELISLE DRAIN
Town of Tecumseh

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
460-03400	STR	294 & 295	26.89	0.40	0.162	Rosemary Jobin & Francis Lafferty	\$ 10,340.00	\$ 6,610.00	\$ -	\$ 16,950.00
Total on Privately Owned - Agricultural Lands (grantable).....							\$ 10,340.00	\$ 6,610.00	\$ -	\$ 16,950.00
TOTAL ASSESSMENT				0.40	0.16		\$ 10,340.00	\$ 6,610.00	\$ -	\$ 16,950.00

1 Hectare = 2.471 Acres
Project No. REI2019D010
November 18th, 2019

MAINTENANCE SCHEDULE OF ASSESSMENT
WEST BRANCH OF THE EAST BRANCH DELISLE DRAIN
Town of Tecumseh

2. ONTARIO LANDS:

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
		King's Highway No. 3		1.39	0.563	Ministry of Transportation Ontario	\$ 422.00	\$ 1,711.00	\$ -	\$ 2,133.00
Total on Ontario Lands.....							<u>\$ 422.00</u>	<u>\$ 1,711.00</u>	<u>\$ -</u>	<u>\$ 2,133.00</u>

3. MUNICIPAL LANDS:

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
		County Road 34		3.37	1.364	County of Essex	\$ 680.00	\$ 1,369.00	\$ -	\$ 2,049.00
Total on Municipal Lands.....							<u>\$ 680.00</u>	<u>\$ 1,369.00</u>	<u>\$ -</u>	<u>\$ 2,049.00</u>

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Owned</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
460-03500	STR	295	0.24	0.14	0.057	Paul Chauvin	\$ 84.00	\$ 82.00	\$ -	\$ 166.00
460-034??	STR	295	0.75	0.75	0.304	Rosemary Jobin & Francis Lafferty	\$ 448.00	\$ 327.00	\$ -	\$ 775.00
Total on Privately Owned - Non-Agricultural Lands.....							<u>\$ 532.00</u>	<u>\$ 409.00</u>	<u>\$ -</u>	<u>\$ 941.00</u>

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Owned	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
460-03350	STR	295	3.25	3.25	1.315	John Lafferty & Norman Sweet	\$ 970.00	\$ 1,112.00	\$ -	\$ 2,082.00
460-03400	STR	294 & 295	26.89	6.00	2.428	Rosemary Jobin & Francis Lafferty	\$ 1,791.00	\$ 1,004.00	\$ -	\$ 2,795.00
Total on Privately Owned - Agricultural Lands (grantable).....							<u>\$ 2,761.00</u>	<u>\$ 2,116.00</u>	<u>\$ -</u>	<u>\$ 4,877.00</u>
TOTAL ASSESSMENT				14.90	6.03		<u>\$ 4,395.00</u>	<u>\$ 5,605.00</u>	<u>\$ -</u>	<u>\$ 10,000.00</u>
=====										

1 Hectare = 2.471 Acres
Project No. REI2019D010
November 18th, 2019

SPECIFICATIONS

WEST BRANCH OF THE EAST BRANCH DELISLE DRAIN

New Bridge for Rosemary Jobin and Francis Lafferty & Updated Maintenance Schedule

(Geographic Township of Sandwich South)

TOWN OF TECUMSEH

I. GENERAL SCOPE OF WORK

The West Branch of the East Branch Delisle Drain currently comprises of an open Municipal drain generally located along the south side of County Road 34. The work under this project generally comprises of installation of a new access bridge for a severance of the Rosemary Jobin and Frank Lafferty lands. The work on the bridge being installed includes the installation of a new culvert near Station 0+172.3; new culvert end treatments comprising of sloped quarried limestone on filter cloth end protection; granular approaches and backfill; and granular transition areas.

The Contractor shall provide all material, labour, and equipment to construct a new access bridge for the Jobin & Lafferty parcel, located just east of the property line separating the Jobin & Lafferty and Lafferty & Sweet parcels; consisting of 11.0 metres (36.09 ft.) of 600mm diameter, standard corrugation, smooth wall Boss 2000 H.D.P.E. 320kPa pipe in the West Branch of East Branch Delisle Drain. The new access bridge shall be constructed so that the bridge is approximately 5.0 metres (16.4 ft.) east of the hydro pole located in the north east corner of the Lafferty & Sweet parcel, as seen on the attached plans. This location shall be the exact designated location of this access bridge culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new access bridge must be approved in writing by the Engineer. The general layout of the access bridge and other ancillary work shall be provided as shown and detailed in the accompanying drawing attached within **Appendix "REI-E"**. A Benchmark has been set near the proposed access bridge so that same can be utilized for the setting of the new bridge culvert invert grades and restoring the drain. The Benchmark is described in the detail plan for the bridge culvert installation along with its elevation.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. The bridge new construction shall be of the size, type, depth, etcetera, as is shown in the accompanying drawings, as determined from the Benchmarks, and as may be further laid out at the site at the time of construction. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available. The standard mitigation response received from E.R.C.A. shall be followed and a copy of same is included within **Appendix "REI-A"**. The Contractor shall ensure that sediment and erosion control provisions, set out further in these specifications and in **Appendix "REI-A"**, are followed. Work shall be scheduled so that it can be completed in the dry and when there is no risk of a rain event that might exceed the capacity of the water control system that the Contractor employs. Any damming of the drain will be done on the upstream side in accordance with the provisions set out in **Appendix "REI-A"**. The Contractor will be required to carry out a fish salvage operation if there is water in the drain when the work is being done. Details for the fish salvage are set out in **Appendix "REI-A"**.

The Contractor is to review **Appendix "REI-A"** in detail and is required to comply in all regards with the contents of said E.R.C.A. and D.F.O. measures, and follow the special requirements therein included during construction.

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the outlet drainage system. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage system. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

III. M.N.R.F. & M.E.C.P. ENDANGERED SPECIES ACT CONSIDERATIONS

The Contractor is to note that the Ministry of Environment, Conservation and Parks (M.E.C.P.) screening process by way of a Species at Risk (S.A.R.) review of the M.E.C.P. "Endangered Species Act, 2007" (E.S.A.) will be completed as a self-assessment by the Town pursuant to Section 23.9 of the E.S.A. prior to construction. This Section allows the Town to conduct eligible works of repair, maintenance and improvement to existing municipal drains under the Drainage Act, and exemptions from Sections 9 and 10 of the E.S.A., provided that the requirements are followed in accordance with Ontario Regulation 242/08. The results of the review will be provided to the Contractor and copies of the mitigation measures, habitat protection and identification sheets will be included within **Appendix "REI-B"** as part of the Town of Tecumseh March 2018 Species at Risk Mitigation Plan.

Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007.

The Contractor is to review **Appendix "REI-B"** in detail and is required to comply in all regards with the contents of said M.N.R.F. & M.E.C.P. measures and Town Mitigation Plan, and follow the special requirements therein included during construction. Throughout the course of construction, the Contractor will be responsible to ensure that all necessary provisions are undertaken to protect all species at risk and their habitats. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F. - M.E.C.P. and provide all the equipment and materials stipulated by the mitigation requirements for handling the species and cooperate fully with the Town and M.N.R.F. - M.E.C.P. staff in the handling of the species.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on this project extends along the south side of County Road 34. The Contractor shall have access for the full width of the roadway abutting the proposed drainage works. The Contractor may utilize the right-of-way as necessary, to permit the completion of all of the work required to be carried out for this project. The Contractor shall also have access into the driveway as necessary to carry out the construction of the new access bridge, as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridge to carry out the required construction of the new structure installation and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close County Road 34 for the proposed works, it shall obtain the permission of the Town Drainage Superintendent or Consulting Engineer and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the County of Essex and Town of Tecumseh Public Works.

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the lawn areas of residential properties. Due to the extent of the work and the area for carrying out the work, the Contractor will be required to carry out all of the necessary steps to direct traffic and provide temporary diversion of traffic around work sites, including provision of all lights, signs, flag persons, and barricades required to protect the safety of the traveling public. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be put into piles by the Contractor in locations where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment; and shall ensure that the Environmental Protection Act is not violated. The Contractor will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical within the roadway allowances and on private lands. Where decorative trees or shrubs are located directly over drainage pipes, the Contractor shall carefully extract same and turn them over to the Owner when requested to do so and shall cooperate with the Owner in the reinstallation of same if required.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

VI. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to reinstall any fence that is taken down in order to proceed with the work, and the fence shall be reinstated in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall

replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

VII. TOPSOIL, SEED AND MULCH

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure construction or cutting of the drain cross section, by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the bridge details. The Contractor shall be required to provide all the material and to cover the above mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas; and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

VIII. DETAILS OF BRIDGE WORK

When completed, the new access bridge along the centreline of the new culvert shall have a total top width, including the top width of the quarried limestone on filter cloth end walls, of approximately 7.2 metres (23.6 ft.) and a driveway travelled top width of 6.10 metres (20.0 ft.). The quarried limestone on filter cloth end wall protection shall be installed on a slope no steeper than 1.5 horizontal to 1.0 vertical and shall extend from the end of the new smooth wall H.D.P.E pipe structure to the top elevation of the driveway. The proposed pipe inverts are set approximately 60mm below the drain design grade. The smooth wall H.D.P.E. pipe to be provided for this project is to be supplied as no more than two (2) approximately equal lengths of pipe for the bridge and joined together with a wrap coupler with non-woven geotextile filter cloth wrapped around it, secured in accordance with the manufacturer's recommendations. The smooth wall H.D.P.E pipe to be utilized for this bridge installation must be a minimum of 320kPa strength with standard corrugations and pipe ends anchored against flotation and shall be approved by the Town Drainage Superintendent or Engineer, prior to its placement in the drain.

The Contractor shall also note that the placement of the new access bridge culvert is to be performed totally in the dry, and it shall be prepared to take whatever steps are necessary to

ensure same, all to the full satisfaction of the Town Drainage Superintendent or Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the bridge pipe and for a distance of 3.0 metres (10 ft.) both upstream and downstream of said pipe. The design parameters of the West Branch of East Branch Delisle Drain at the location of this new access bridge installation consists of a 0.91m (3.0 ft.) bottom width, 0.05% grade, and 1.5 horizontal to 1.0 vertical sideslopes. The Contractor shall be required to cut any brush and strip the existing drain sideslopes of any vegetation as part of the grubbing operation. The Contractor shall also dispose of all excavated and deleterious materials, as well as any grubbed out materials, to a site to be obtained by it at its own expense. The Contractor shall note that the survey indicates that the existing drain bottom is slightly above the design grade. The Contractor shall be required to provide any and all labour, material and equipment to set the pipe to the required design grades. The Contractor shall also be required to supply, if necessary for a solid base, a minimum thickness of 150mm (6") of 20mm (3/4") clear stone bedding underneath the culvert pipe, extending from the bottom of the excavation to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

The installation of the complete length of the new access bridge culvert, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or Engineer prior to backfilling any portions of same. Under no circumstance shall the Contractor backfill same until the Town Drainage Superintendent or Engineer inspects and approves said pipe installation. The Contractor shall provide a minimum notice of 2 working days to the Town Drainage Superintendent or Engineer prior to the commencement of this work. The installation of this new access bridge is to be performed during the normal working hours from Monday to Friday of the Town Drainage Superintendent or Engineer.

Once the H.D.P.E pipe has been satisfactorily set in place at the site, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. (Ontario Provincial Standard Specification) Form 1010, with the exception of the top 305mm (12") of the backfill material for the full top width of the drain and the access bridge, which shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. The end slopes of the backfill material over the H.D.P.E pipe from the invert of said pipe to the top of driveway elevation shall be constructed to allow for installation of quarried limestone on filter cloth erosion protection.

The Contractor shall also perform the necessary excavation to extend the driveway beyond the north and south top of bank for the West Branch of East Branch Delisle Drain as illustrated on the plan. This driveway approach from the existing edge of gravel shoulder to the north top of bank shall remain a grass and dirt entrance to the bridge, as this coincides with the greater distance between the existing gravel shoulder and north top bank. When the Owner wishes to proceed with the construction of a gravel driveway from the road to the bridge, the Owner will be required to get a permit from the Count of Essex and comply with their requirements. The gravel backfill shall consist of a minimum of 305mm (12") of granular material M.T.O. Type "A" satisfactorily compacted in place and extend across the pipe to approximately 1.0m past the north and south top of bank limit as shown on the plans.

Once the smooth wall H.D.P.E pipe has been set in place at the required location, the Contractor shall completely backfill same with granular material, and install the quarried limestone on filter cloth protection on both ends of the bridge. The end walls shall be extended around onto the drain banks in line with the end of the bridge culvert pipe as shown on the plans included in **Appendix "REI-E"**. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 2), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the sloped quarried limestone end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply quarried limestone on filter cloth rock protection on each end of the pipe. All rock protection shall be 305mm (12") thick, installed on non-woven filter cloth, and shall be installed in accordance with Item 2) of the **"Standard Specifications for Access Bridge Construction"**. The synthetic filter fabric to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products through Underground Specialties - Wolseley in Windsor, Ontario, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Industries Amherst Quarry, in Amherstburg, Ontario, or equal.

The H.D.P.E pipe for this installation shall be provided with a depth of cover measured from the top of the plastic pipe to the top of the granular backfill of approximately 0.607m (1.99 ft.) for the new bridge and if the culvert is placed at its proper elevations, this should be easily achieved. If the Contractor finds that the specified cover is not being met, they shall notify the Drainage Superintendent and the Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The cover requirement is **critical** and must be attained. In order for this new access bridge culvert to properly fit the channel parameters, all of the design grade elevations provided below must be strictly adhered to.

Also, for use by the Contractor, we have established a Benchmark near the site. This Benchmark is the *"top nut of Fire Hydrant (ID: SS248) located on the south side of County Road 34 approximately 15 metres west of proposed new bridge, across the road from Maidstone Recreation Centre Municipal Number (M.N.) 10720"*, with same being **Elevation 190.634 metres**. The new pipe culvert and the backfilling are to be placed on the following basis:

- i) The **West (upstream) invert** of the proposed bridge culvert is to be set at Elevation **188.254 metres**.
- ii) The **East (downstream) invert** of the proposed bridge culvert is to be set at Elevation **188.248 metres**.
- iii) The centreline of driveway for this bridge installation shall be set to approximately Elevation **189.470 metres** at the existing north top of bank, Elevation **189.455 metres** at the culvert pipe centreline, and Elevation **189.403 metres** at approximately 1.0 metre south of the south top of bank and then graded to match the existing ground elevation at each end of the

granular approaches. The access bridge driveway, in all cases, shall be graded with a cross-fall from the centreline of the driveway to the outer edges of the driveway at an approximate grade of 1.50%.

As a check, all of the above design grade elevations should be confirmed before commencing to the next stage of the new access bridge installation. The Contractor is also to check that the pipe invert grades are correct by referencing the Benchmark provided for the site.

The Contractor shall also be required to provide all labour, equipment and material to provide granular fill to all gore areas at the laneway as noted on the plans. The Contractor shall provide a 5.0 metre radius on the roadside approach of the driveway and protect any existing landscape features during the course of the work.

As part of the work provided for the construction of the access bridge, the Contractor shall be required to protect or extend any existing lateral tile ends and swales which conflict with the bridge installation. All existing lateral tile drains and swales, where required, shall be diverted and extended to the ends of the new access bridge culvert and shall be extended and installed in accordance with the "Standard Lateral Tile Detail" as shown in **Appendix "REI-C"**, unless otherwise noted. Connections shall be made using manufacturer's couplers wherever possible. All other connections shall be completely sealed with concrete grout around the full exterior perimeter of each joint.

The Contractor is to note that when needed, the granular driveway approaches extending from the existing edge of gravel shoulder to the north top of bank of the drain shall consist of granular material M.T.O. Type "A" O.P.S.S. Form 1010 and is to be provided to a minimum depth of 305mm (12"), and be satisfactorily compacted in place. The Contractor is to also note that all granular material being placed as backfill for this bridge installation shall be compacted in place to a minimum Standard Proctor Density of 100%, and that all native fill material to be used for the construction shall be compacted in place to a minimum Standard Proctor Density of 95%.

All of the granular backfill, native fill, and the compaction levels for same shall be provided to the full satisfaction of the Town Drainage Superintendent or the Engineer. The Contractor shall also note that any sediment being removed from the drain bottom as previously specified herein, shall not be utilized for the construction of the driveway, and shall be disposed of by the Contractor to a site to be obtained by it at its own expense.

The Contractor shall be required to restore any and all drain sideslopes damaged by the access bridge installation and removal of vegetation, utilizing the available scavenged topsoil, and shall seed and mulch over all of said areas.

The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply

in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

IX. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The Contractor shall indemnify and save harmless the County of Essex, Town of Tecumseh and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the County of Essex, Town of Tecumseh or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.
- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Town road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Town shall have the right to have the necessary repair work done by its' employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town. The Contractor, upon completing the works, shall clean all debris and junk, etc., from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health

and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.

- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Town, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Town to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Town in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Town, a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Town, a Certificate of Clearance for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.
- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Town. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Town in every way and shall guarantee faithful performance of the contract during the

period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project; and shall name the County of Essex and Town of Tecumseh and their officials and the Consulting Engineer and their staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Town Clerk and the Consulting Engineer prior to the commencement of work.
- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
 - i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
 - ii) proof of advertising

The Contractor shall satisfy the Consulting Engineer or Town that there are no liens or claims against the work and that all of the requirements as per the Construction Act, 2018 and its' subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee C.C.D.C.2. shall govern and be used to establish the requirements of the work.

APPENDIX "REI-A"

STANDARD E.R.C.A. AND D.F.O.
MITIGATION REQUIREMENTS

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window will require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.

Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

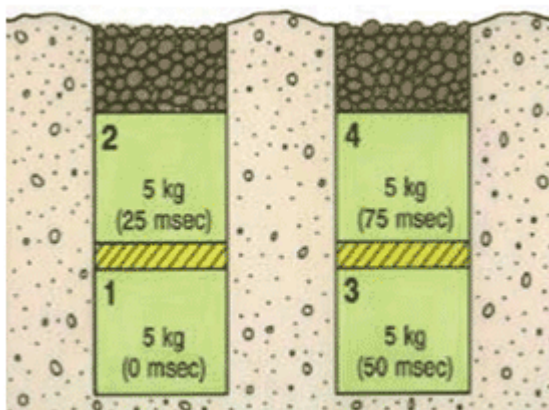
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
 - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
 - Repairs to erosion and sediment control measures and structures if damage occurs.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:
2013-11-25

APPENDIX "REI-B"

5.0 Location

Located along the southern shores of Lake St. Clair in Essex County and in the Essex Region Watershed, the Town of Tecumseh (Study Area) encompasses a geographic area of 9,538.60 hectares (ha) that is bordered by the City of Windsor and the Town of LaSalle on its western side and the Town of Lakeshore to the east and shown on **Figure 1** (Essex Region Conservation Authority (ERCA), 2013). There are four (4) subwatersheds (total area): Pike Creek subwatershed (8,993 ha), Canard River subwatershed (34,776 ha), Tecumseh Area Drainage subwatershed (1,150 ha), Turkey Creek subwatershed (6,112 ha), and Little River subwatershed (6,490 ha) that traverse the lands within the Town's boundaries (ERCA, 2011). Approximately 95.15% (9,079.38 ha) of the landscape consists of anthropogenic features (residential, commercial, agricultural, etc.) while the remaining 4.81% (459.22 ha) is made up of natural areas (terrestrial (4.49%) and other terrestrial (0.32%)) (ERCA, 2013).

There are one hundred and twenty (120) municipal drains measuring 221 kilometers (km) within the Town of Tecumseh (Town of Tecumseh, 2014). Through our background review we identified 3 dominant habitat types surrounding/within the drains that have potential to provide habitat for SAR. Habitats consist of:

Existing Natural Features:

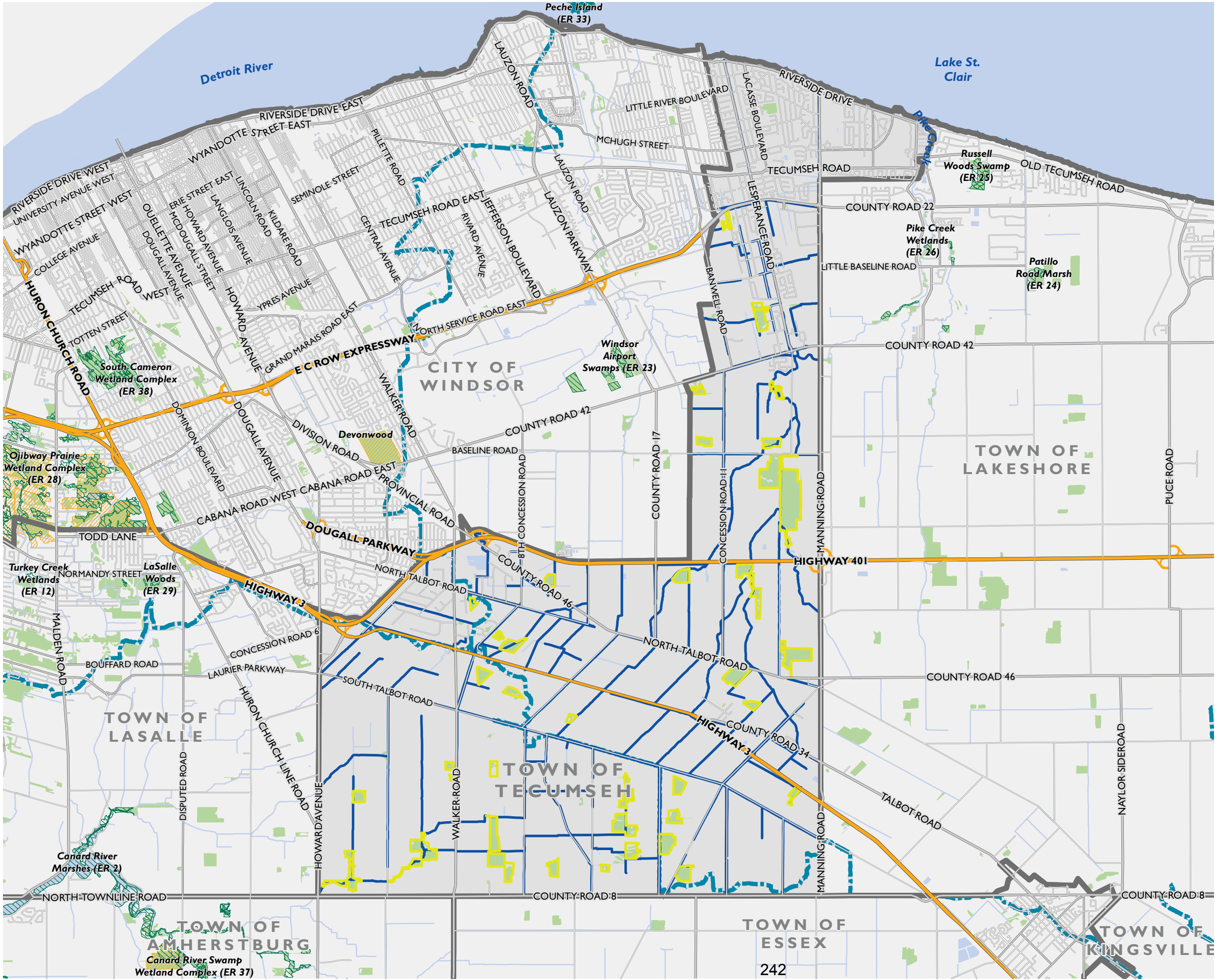
- Forest

Existing Anthropogenic Features:

- Urban (residential, commercial, recreational, right-of-ways)
- Agricultural (row crop, hayfield, old abandoned fields)

Within the Town, there are no forest patches greater than 100 ha in size with the largest being Fairplay Woods (an Environmentally Significant Area (ESA)) which spans a total area of 52.9 ha (ERCA, 2013). There are 2 forest patches that contain 200 m interior forest and 16 patches that contain 100 m interior forest (ERCA, 2013). In accordance with subparagraph i, of paragraph 2, of subsection 6 under Section 23.9 of O.Reg. 242/08, **Drainage Maps** have been prepared that show drain locations, surrounding land use types, proximity to sensitive natural features (e.g. Forest) and potential SAR habitat that exists within the Town's jurisdiction (see **Appendix B**). A list of all the drains and adjacent habitat type(s) has been provided in **Appendix B** following the Drainage Maps. In addition, a **Tecumseh Drain Database** (provided electronically) contains the drain names, adjacent habitat types, and relevant information found during our background review from the MNRF and ERCA.

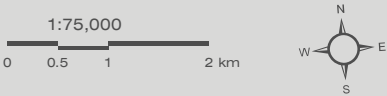




TOWN OF TECUMSEH

NATURAL FEATURES
FIGURE 1

- Mainland
- Provincially Significant Wetland
- ANSI, Life Science
- Natural Heritage System
- Municipal Drain
- Quaternary Watershed
- Water Body
- Woodland



MAP DRAWING INFORMATION:
DATA PROVIDED BY MNR, TOWN OF TECUMSEH

MAP CREATED BY: GM
MAP CHECKED BY: KM/AB
MAP PROJECTION: NAD 1983 UTM Zone 17N



PROJECT: 174938
STATUS: FINAL
DATE: 2017-12-08

6.0 Species at Risk

A review of secondary source information, including the expired MNRF Agreement¹, Natural Heritage Information Centre (NHIC) GIS Database records (i.e. 1 km squares that overlap the Study Area) were reviewed to gather a list of the SAR that have the potential to occur within the Town's boundaries. A total of sixty-six (66) species listed as either endangered or threatened on the SARO list (O.Reg. 230/08) were identified to occur within the Study Area (see **Appendix C**). One Restricted Species Record was also identified in 1988 (NHIC 1 km Square 17LG4478).

The habitat requirements for each of the sixty-six species was crossed referenced with habitats identified within the Study Area. A total of Nineteen (19) species listed as endangered or threatened were identified as having potential habitat within the Study Area drains, consisting of Turtles (2 species), Snakes (2 species), Fishes (2 species), Birds (3 species), and Plants (10 species). **Table 2** lists the SAR, preferred habitat type(s) (Forest, Agricultural, Urban or All), need for water presence (requirement for some species), and the dates during the year when the species is likely to be carrying out sensitive life processes, referred to herein as the Restricted Activity Period (RAP).

Four (4) species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 were identified as having the potential to occur within the Town of Tecumseh drains, these species include: Pugnose Minnow (*Opsopoeodus emiliae*) (1 fish species), False Hop Sedge (*Carex lupuliformis*), Heart-leaved Plantain (*Plantago cordata*) and Scarlet Ammannia (*Ammannia robusta*) (3 plant species). Since these species are listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08, this mitigation plan cannot be used for these species and as such, they have not been included in **Table 2** below. Permitting related to these species may be required when working in specific drains. More information on these species, their habitat preferences, known distribution within the area and steps that need to be taken to determine whether a permit is required are outlined in **Appendix D**.

Table 2: Species at Risk with Potential to Occur within the Study Area

Scientific Name	Common Name	ESA ¹	Preferred Habitat Type ²	Restricted Activity Period
Turtles (2 species)				
<i>Emydoidea blandingii</i>	Blanding's Turtle	THR	Forest, Water is present	November 1 to April 30 Important to Note: Activities that require water level reduction cannot occur in areas when and where turtles are hibernating (paragraph 6, subsection 13, under Section 23.9 of O.Reg. 242/08).
<i>Apalone spinifera</i>	Spiny Softshell	THR	Forest, Water is present	

¹ Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10)



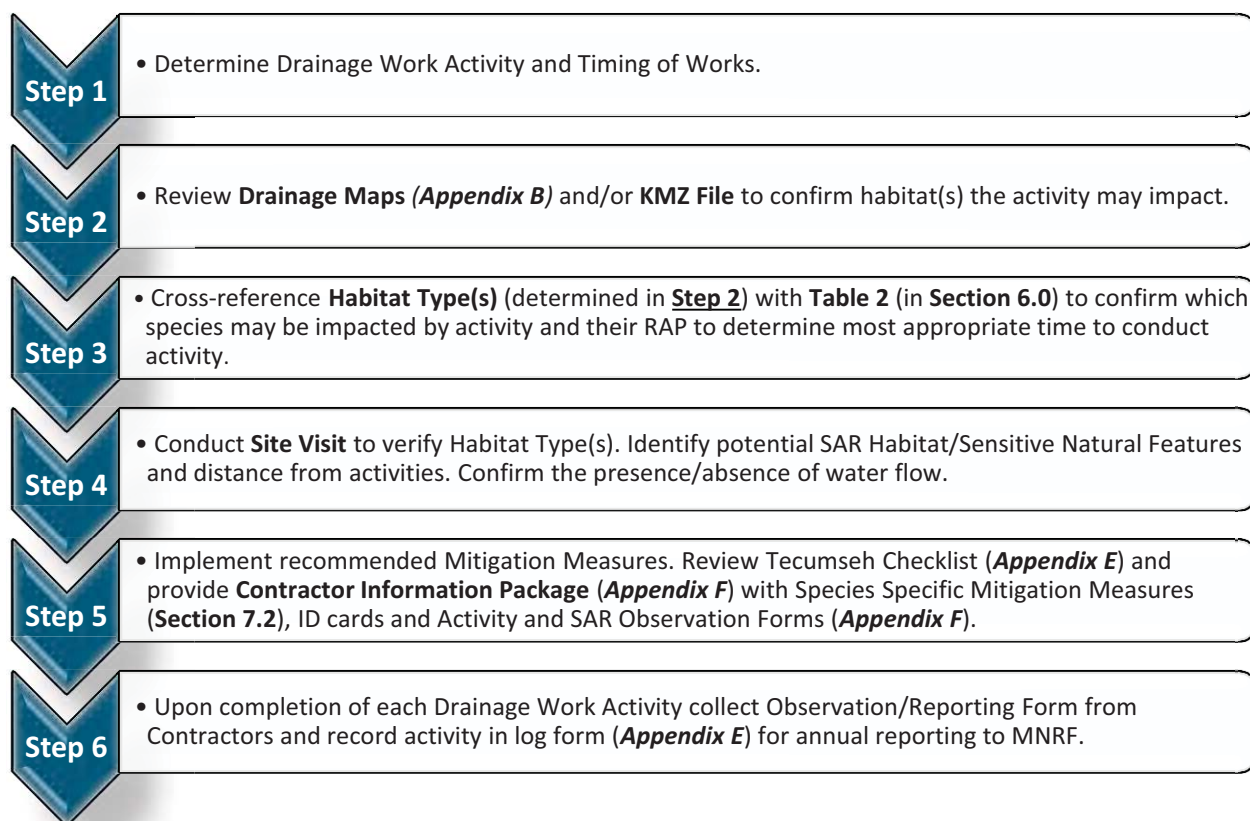
Scientific Name	Common Name	ESA ¹	Preferred Habitat Type ²	Restricted Activity Period
Snakes (2 species)				
<i>Pantherophis gloydi</i>	Eastern Foxsnake (Carolinian population)	END	All ³	September 20 to May 31
<i>Thamnophis butleri</i>	Butler's Gartersnake	END	All ³	
Fishes (2 species)				
<i>Notropis anogenus</i>	Pugnose Shiner	END	Water is present	March 15 to June 30
<i>Lepisosteus oculatus</i>	Spotted Gar	THR		
Birds (3 species)				
<i>Dolichonyx oryzivorus</i>	Bobolink	THR	Agricultural	May 1 to July 15
<i>Sturnella magna</i>	Eastern Meadowlark	THR	Agricultural	
<i>Hirundo rustica</i>	Barn Swallow	THR	All ³	
Vascular Plants (10 species)				
<i>Gymnocladus dioicus</i>	Kentucky Coffee-tree	THR	Forest	Not Applicable
<i>Liparis liliifolia</i>	Purple Twayblade	THR	Forest	
<i>Cornus florida</i>	Eastern Flowering Dogwood	END	Forest	
<i>Castanea dentata</i>	American Chestnut	END	Forest	
<i>Juglans cinerea</i>	Butternut	END	Forest	
<i>Morus rubra</i>	Red Mulberry	END	Forest	
<i>Aletris farinosa</i>	Colicroot	THR	Agricultural, Forest	
<i>Smilax rotundifolia</i>	Round-leaved Greenbrier (Great Lakes Plains population)	THR	Forest	
<i>Liatris spicata</i>	Dense Blazing Star	THR	Agricultural	
<i>Symphyotrichum praealtum</i>	Willowleaf Aster	THR	Forest	

¹Endangered Species Act – status as defined by O.Reg. 242/08 as of April 27, 2017; ²Preferred Habitat Types – The habitat types listed are areas where a SAR has the potential to occur. It should be noted that species have the potential to occur outside of these habitats; ³All – Structures such as culverts and bridges may provide suitable habitat for nesting Barn Swallow. Culverts, rip rap and gabion baskets also have the potential to provide nesting and/or hibernaculum for snake species.



7.0 Mitigation Measures

Based on the types of drainage work activities outlined above (in Section 2.0) and the potential for SAR and SAR habitat within and adjacent to the drainage features, the following best practices and mitigation measures are recommended when conducting drainage works. Prior to starting drainage works, the following steps are recommended to help determine the appropriate mitigation/management measures:



7.1 General Mitigation Measures

The following mitigation measures are recommended to avoid or minimize impacts to the natural environment when conducting drainage works. Following this section species specific mitigation measures are provided.

When planning for drainage works, activities should be planned outside of sensitive timing windows for all wildlife species wherever possible. **Table 2** in Section 6.0 indicates the Restricted Activity Periods for the different SAR having the potential to occur within the Study Area. **Table 3** indicates sensitive timing windows for various types of wildlife (including SAR) based on habitat types.

This information can be used to determine what time(s) of year may be sensitive at a particular site, based on which types of habitat and wildlife are present.

Where possible, activities are recommended to be planned outside of these sensitive time(s); otherwise additional species specific mitigation measures are recommended and/or consultation with the MNRF.

Table 3: Sensitive Timing Windows for other Wildlife Species (including SAR)

Habitat Type	Wildlife	Sensitive Timing Windows
Agricultural (Hayfields and pastures)	Migratory Birds	March through July (breeding season for most species)
Waterbodies	Migratory Birds (including waterfowl)	March through Mid-August
	Turtles and Amphibians	March through Mid-August; and Mid-October through March (for overwintering wildlife, including turtles).
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Fish	In-water timing restriction for warmwater fishes March 15 to June 30.
Forest	Migratory Birds	March through mid-August
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Snakes	March through mid-August; and Mid-October through March (overwintering wildlife)
Urban	Snakes	March through mid-August; and October through March (overwintering wildlife)
	Mammals	October through March (overwintering wildlife)

The following list provides general measures that are recommended when conducting any drainage work activities:

- **Bats:** The work associated with drainage maintenance covered under this management plan would typically not include the removal of trees. As such, the potential for drainage work activities to impact bat SAR is low. However, if a tree that exhibits a diameter at breast height of 25 cm or greater or a tree that exhibits loose shaggy bark requires removal for drainage works, removal should be completed between November 1 and March 1, outside of the active season for bats. If the tree removal needs to occur during the active season, removal should be completed after dusk.
- Review species specific seasonal timing windows to avoid sensitive periods for species
- Where possible, abide by regulatory timing windows and setback distances and avoid regulated habitat features
- Minimize duration of in-water work (where applicable)



- Any in-stream work should be conducted during periods of low flow
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation
- Conduct wildlife sweeps prior to the commencement of drainage work activities to determine if SAR (or other wildlife) are present at the site and engaged in critical life processes (e.g. nesting, etc.)
- Following the wildlife sweep, the area of activity is to be isolated with silt fencing to keep SAR and other wildlife from entering the work space area.
- Develop and implement an erosion and sediment control plan for the site that minimizes the risk of sedimentation to the drain during all phases of an activity. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the drain of settling basin and runoff water is clear. Following the DFO's Measures to Avoid Harm (as outlined on DFO's website: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures/measures-mesures-eng.html>), an erosion and sediment control plan, where applicable, is to include the following:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the drain
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering the drain
 - Site isolation measures, where required, to contain suspended sediment
 - Measures for containing and stabilizing waste materials generated from activities are stored away from any water bodies and prevent materials from re-entering water bodies
 - Erosion and sediment control measures are inspected and maintained on a regular basis during drainage works
 - Any damages to erosion and control measures are to be repaired immediately
 - Removal of non-biodegradable erosion and sediment control materials once site has been stabilized
- ***Phragmites*** is a non-native perennial grass species that has been observed throughout much of the province and Tecumseh, developing tall dense stands that degrade wetlands and other features by outcompeting native vegetation and changing habitat. To further prevent the spread and introduction of this unwanted species in the province, the provincial government has regulated invasive *Phragmites* as restricted under the *Invasive Species Act*, 2015. Restricted species under the Act, prohibits i) the transport of species into any provincial park and conservation reserve and ii) the deposit or release of species in Ontario. For further information on the *Invasive Species Act*, 2015 please visit: www.ontario.ca/invasionON. It is recommended that care be taken when working in areas with *Phragmites* and efforts be taken to prevent further spread of species through equipment transfer. Methods to prevent the spread of *Phragmites* while conducting drainage works should include:
 - Inspection of vehicles, equipment and heavy machinery thoroughly inside and out for accumulation of dirt, plant material or snow/ice, including the underside of vehicles, radiators, spare tires, foot wells and bumpers before entering onto a site. Remove any guards, covers, plates or other easy to remove external equipment;



- Inspections should be completed when: moving vehicles out of local area of operation; moving machinery between properties or sites within the same property where invasive species may be present or known to occur; and using machinery along roadsides, in ditches and along watercourses.
- Vehicles, equipment and heavy machinery should be cleaned: before moving out of local area where invasive species has been identified or known to occur; and when accumulations of dirt, plant material or snow/ice has been observed.
- Clean vehicles, equipment and heavy machinery in an area where risk of contamination is low, ideally on a mud free hard surface, at least 30 m away from any watercourse, waterbody, wetland or other natural area, if possible. Where risk of runoff is high, cleaning stations should be contained by sediment fence as per standard erosion and sediment control specifications.
- Remove large accumulations of dirt, using a compressed air device, high pressure hose or other device as necessary. Clean the vehicle starting at the top and working down, with particular attention to the undersides, wheels, wheel arches, guards, chassis, engine bays, grills and other attachments.
- Clean inside vehicles by sweeping, vacuuming or using compressed air device including floor, foot wells, pedals, seats and under the seats.

Additional details on cleaning equipment and/or managing invasive species can be found in the Clean Equipment Protocol for Industry (J. Halloran, et al., 2013) and online at the Government of Ontario's website: <https://www.ontario.ca/page/stop-spread-invasive-species>.

7.2 Species Specific Mitigation Plans

In the event a SAR or SAR habitat has been identified within the proposed area for drainage work activity, the following information should be clearly conveyed to the on-site staff as part of the drainage works protocol, via notes or plans and on-site briefings with construction/personnel:

- Schedule for pre-construction activities such as wildlife inspections, silt fencing installation and contractor briefing.
- Description of wildlife mitigation measures to be used during drainage work activities, including:
 - Placement and specifications of required protection measures (e.g. fencing, signage)
 - Phasing and direction of site clearing activities
 - Any recommendations regarding access routes for equipment, vehicle parking, materials, stockpiling, etc.
- Guidance on what to do in the event of a wildlife encounter, including SAR and arrangements for dealing with injured or orphaned animals (as indicated in **Table 5** and **Appendix F**). This guidance should be summarized in a handout suitable for quick reference by on-site staff.
- SAR awareness training should be provided to all on-site staff, including truck drivers.

In the Contractor Information Package (**Appendix F**) Dillon has provided SAR identification sheets for SAR with the potential to occur within the Study Area.



7.2.1 Species Specific Mitigation Measures for Snake Species

Snake species can be found in a variety of habitat types and most of the drainage work activities have the potential to encounter snakes. Particular attention should be given when conducting works on catch basins, culverts, rip rap and crossing structures, as snakes carry out sensitive life processes in structures such as these. **Table 4** shows the sensitive timing windows for snake species when carrying out life processes related to hibernation and staging.

Table 4: Sensitive Timing Windows for Snake Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				
Staging																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

Table 5 below outlines the recommended mitigation measures to avoid impacts to snake species during and outside of RAP. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR snakes, have been included in **Appendix G** (Photographs #1 - 4).



Table 5: Mitigation Measures for Snake Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
Eastern Foxsnake (Carolinian population) and Butler's Gartersnake	<ul style="list-style-type: none">• Preconstruction planning that includes review for potential habitat.• During site visit, verify if attributes of regulated habitat occur and delineate where possible.• Establish constraints for activities, where possible, that abide by timing windows and setback distances and avoid regulated habitat features• Narrow construction footprint if possible.• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20 cm and vertical height of at least 60 cm. Note, stakes should be installed on the activity side to prevent snake use of stakes to climb fence.• Complete wildlife sweep within the exclusion area following fence installation to ensure no trapped wildlife.• Staff/workers conducting drainage works should be trained in snake species identification and procedures if encountered (review and sign off form in Contractor Information Package)• One staff member/worker or qualified biologist should be trained in proper snake handling procedures and protocols outlined in Section 2 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (Included in the Contractor Information Package). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any snakes encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.• Prior to commencement of daily drainage work activity, the area should be cleared of snakes through machinery inspections (e.g. wheels, engine compartment) each morning and after machinery is left idle for more than one (1) hour if left on site during the snake active season.• If a nest is uncovered during drainage work activity:<ul style="list-style-type: none">◦ Collect any displaced or damaged eggs and transfer them to a holding tub◦ Capture and transfer all injured dispersing juveniles of that species into a light-coloured drawstring cotton sack◦ Place all cotton sacks with the captured injured individuals into a holding tub out of direct sunlight◦ Immediately contact the MNRF to seek direction and to arrange for transfer of the injured individuals◦ Immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals◦ Do not drive over the nest site or conduct any activities within 5 m of the nest site◦ Do not place any dredged materials removed from drainage works on top of the nest site◦ Mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching◦ Where there are no collected eggs or captured individuals, contact the MNRF within 24 hours to provide information on the location of the nest• Any injured captured snakes should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer. MNRF may require transfer to the nearest MNRF authorized Wildlife Rehabilitator. Contact Information for Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (Appendix F).• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a snake species is encountered or active hibernacula is discovered:<ul style="list-style-type: none">◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individual snakes of that species into individual light-coloured, drawstring cotton sacks◦ Place cotton sacks into a holding tub◦ Ensure that the holding tub with captured individuals is stored at a cool temperature to protect snakes from freezing until the individuals can be retrieved or transferred◦ If an active hibernacula is uncovered cease all work and immediately, contact MNRF to seek advice and arrange for transfer and/or removal• If conducting drainage works outside of a species sensitive timing window and one or more individuals belonging to a snake species is encountered:<ul style="list-style-type: none">◦ Briefly stop the activity for a reasonable period of time to allow any uninjured individual snakes of that species to leave the work area◦ If the individuals do not leave the work area after the activity is briefly stopped, trained staff/worker or qualified biologist shall capture all uninjured individuals and release them in accordance with the methods outlined below◦ Where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them into a holding tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with the methods outlined below◦ Capture and transfer any individuals injured as a result of conducting drainage works into a holding tub separate from any holding tub containing uninjured individuals◦ Store all captured injured individuals out of direct sunlight and immediately contact the MNRF to seek direction and to arrange their transfer• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; Appendix F).



Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
	<ul style="list-style-type: none">• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; Appendix F).• Where one or more individuals belonging to a snake species is killed as a result of drainage work activity, or a person finds a deceased individual of a snake species, the following measures should be followed:<ul style="list-style-type: none">◦ Collect and transfer any dead individuals into a holding tub outside of direct sunlight; and,◦ Contact the MNRF within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.• If the methods of handling snakes outlined in subsection 2.3 and 2.4 of the Handling Manuals are not applicable due to a snake’s injuries, use a shovel or flat object to pick up the snake, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF authorized veterinarian or wildlife rehabilitator and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in Appendix F and on SAR Information Sheets (Appendix F).• Complete a SAR Encounter Reporting Form included in Contractor Information Package (Appendix F).

7.2.2 Species Specific Mitigation Measures for Turtle Species

Turtles can generally be found associated with large slow moving water features that have logs or stumps for basking. For nesting, turtles prefer moist well drained, loose soils for digging and on a gradual typically south facing slope. Species such as Blanding's Turtle and Spiny Softshell hibernate underwater in permanent waterbodies. Sensitive timing windows for turtle species includes the nesting period and has been provided in **Table 6**.

When conducting drainage works where there is potential for turtle species to be hibernating, water level **cannot be reduced** as per Paragraph 6 of subsection 13 of Section 23.9 of O.Reg. 242/08.

Table 6: Restricted Activity Period for Turtle Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

In **Table 7** below, the recommended mitigation measures to avoid impacts to turtle species during and outside sensitive timing windows and what to do when turtles or turtle nests are encountered is provided. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR Turtles, have been included in **Appendix G** (Photographs #5 - 6).



Table 7: Mitigation Measures for Turtle Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Turtles within the Study Area
Blanding's Turtle	<ul style="list-style-type: none">• Preconstruction planning that includes review for potential habitat.• During site visit, verify if attributes of regulated habitat occur and delineate where possible.• Establish constraints for activities, where possible, that abide by timing windows, setback distances and avoid regulated habitat features.• Narrow construction footprint if possible.• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20cm and vertical height of at least 60 cm.• Complete wildlife sweep within the exclusion/construction area following fence installation to ensure no trapped wildlife.• Staff/workers conducting drainage works should be trained in turtle species identification and procedures if encountered (Review and sign off form in the Contractor Information Package; Appendix F).• One staff member/worker or qualified biologist should be trained in proper turtle handling procedures and protocols outlined in Section 1 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (provided in the Contractor Information Package; Appendix F). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any turtles encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.• If construction is planned to commence during the turtle nesting period, prior to site preparation a turtle nesting search should be completed to identify turtle nests. If nests are encountered, the MNRF must be consulted immediately. Nests should be relocated to an appropriate facility for incubation with MNRF approval. Contact information for MNRF Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (Appendix F).• Drainage work activity related to excavation of sediment or disturbance to banks should be avoided during the sensitive timing windows for turtles.• During turtle hibernation periods, water in drains or ditches cannot be reduced.• Prior to commencement of daily activity, the area should be cleared of turtles and turtle nests by a specially trained staff member or qualified biologist.
Spiny Softshell	<ul style="list-style-type: none">• Do not disturb a turtle encountered laying eggs and do not conduct activities within 20 m of the turtle while it is laying eggs.• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a turtle species is encountered:<ul style="list-style-type: none">◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individuals of that species to a holding tub◦ Capture and transfer all individuals injured as a result of the drainage work activity into a holding tub separate from any holding tub containing uninjured individuals◦ Ensure that the holding tub with captured individuals is stored at a cool temperature until the individuals can be retrieved or transferred◦ Contact the MNRF immediately to seek advice and arrange for transfer and/or removal• If a nest is uncovered during construction, immediately stop all activity near the nest. Cover the nest with soil or organic material. Do not drive within 5 m of the nest and contact the MNRF within 24 hours if no eggs or individuals were captured/collected.• Isolate material stockpile areas with fencing.• Any injured captured turtles should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer.• Machinery should be inspected each morning (e.g. under vehicles) for presence of turtles.• Uninjured individuals captured during drainage works, are to be released within 1 hour of capture, out of harm’s way no more than 125 m of where it was found, unless absolutely necessary. If it is not possible to relocate the turtle within 125 m of the capture location, contact the MNRF for further direction. MNRF may require transport of turtle(s) to MNRF Authorized Wildlife Rehabilitator or Veterinarian. Contact information can be found in Appendix F.• If the methods of handling turtles outlined in subsection 1.3 of the Handling Protocol are not possible due to a turtle’s injuries, use a shovel or flat object to pick up the turtle, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF Authorized Wildlife Rehabilitator or Veterinarian and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in Appendix F and on SAR Information Sheets (Appendix F). See subsection 1.7 of the Handling Manual (included in the Contractor Information Package; Appendix F) for more details.• Complete a SAR Encounter Reporting Form included in the Contractor Information Package (Appendix F).



7.2.3 Species Specific Mitigation Measures for Aquatic Species

Review of background information including, DFO's Aquatic SAR Mapping (Map 29 of 33), NHIC and MNRF Agreement² identified 10 fish and 10 mollusc species listed as endangered or threatened under the ESA, 2007 with occurrence records within and/or adjacent to the Study Area. Of the 20 aquatic SAR identified only two fish species have been included in the Plan based on the presence of suitable habitat within the Study Area drains.

Although suitable habitat for SAR mussel species was not identified during our background review and site visits, if at any time a mussel species (of any type) are encountered, stop work and contact DFO for direction on how to proceed. A SAR Information Sheet for mussels species found during the background review has been provided in **Appendix F**.

Watercourses and drains identified during the background review and subsequent field investigations found all features to be of warm water thermal regime and to support warm water fish species. **Table 8** below indicates the in-water timing window restriction for warm water fish species. **Table 9** provides a list of recommended measures to follow to avoid impacts to fish species. As previously mentioned, activities that affect a species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 still require a permit to conduct drainage works (see **Appendix D** for details). DFO's *Guidance for Maintaining and Repairing Municipal Drains in Ontario version 1.0* (2017) document should be consulted when conducting all drainage works.

Table 8: In-water Timing Window Restriction for Warm Water Fish Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
In-water Restriction																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

² Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10).



Table 9: Mitigation Measures for Aquatic Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Aquatic Species within the Study Area
Pugnose Shiner	<ul style="list-style-type: none"> • Consult with MNRF if in-water timing window restrictions cannot be adhered to. • Allow for fish salvage within the isolated work area prior to dewatering. • Limit duration of in-water work as much as possible. • Conduct in-stream work during periods of low flow to reduce the risk to fish and their habitat and to allow work in-water to be isolated from flows. • Schedule work to avoid wet, windy, and rainy periods that may increase erosion and sedimentation. Suspend in-stream work immediately if sedimentation is detected. • Implement water quality monitoring if required. • Ensure equipment is clean and free of leaks. Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water. • Alter activities to reduce disturbance to species and habitat and follow current DFO Measures to Avoid Harm
Spotted Gar	<ul style="list-style-type: none"> • If federally listed SAR fish are encountered or have the potential to be present, contact the DFO to review next steps. • If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual reporting.



7.2.4 Species Specific Mitigation Measures for Bird Species

Environment and Climate Change Canada (ECCC) identifies general nesting periods for migratory birds in Canada. Essex County is located within nesting zone C1, **Table 10** provides the RAPs for two habitat types: open field habitat and forest habitat. The RAPs provided are based on 61-100% of the migratory bird species predicted to be nesting during the identified time period (as indicated on the ECCC C1 nesting zone table).

Table 10: Restricted Activity Period for Bird Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Open																																				
Forest																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNR Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).



Based on our review of potential SAR birds to occur within the Study Area, the following mitigation measures are recommended while conducting drainage work activities:

Table 11: Mitigation Measures for Bird Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Birds within the Study Area
Bobolink	<ul style="list-style-type: none"> • Planning activities should include review of area for potential habitat (including box culverts and bridges for Barn Swallow nests). • Limit construction footprint where possible. • Conduct work outside of the RAP for birds where possible.
Eastern Meadowlark	<ul style="list-style-type: none"> • Pre-construction activities should include bird nest sweeps if activities occur during migratory bird sensitive timing window identified in Table 10, above. • Protect active nests by flagging or fencing off an appropriate setback distance. • Suspend activity if active habitat is discovered that cannot be adequately setback from.
Barn Swallow	<ul style="list-style-type: none"> • Maintain habitat connections where possible during activities. • Implement measures to restore lost habitat/ habitat connections. • If sensitive habitat is on site, a qualified biologist should be on site daily. • If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual submission to the MNRF.



7.2.5 Species Specific Mitigation Measures for Vegetation Communities

Potential impacts to plant SAR may include trampling by personnel or equipment, alteration of growing conditions (e.g. soil compaction, sunlight availability, and moisture regime), disturbance to localized seed bank and introduction of invasive species. Mitigation measures that will be incorporated during drainage work activities to minimize the impacts to adjacent forest communities and SAR vegetation include:

- Planning activities should include review of area for identification of potential SAR vegetation.
- Limit construction footprint where possible to minimize the disturbance to plant species.
- Installing temporary erosion and sediment control measures prior to activity, and maintaining them throughout activity, including routinely inspecting and repairing them, as required. Enhanced sediment and erosion control measures will be implemented for sensitive areas where SAR habitat has been identified within and abutting the work site.
- Vegetation that does not require removal for the purposes of construction will be protected through the installation and maintenance of temporary vegetation protection fencing (e.g. snow fencing or erosion sediment control fencing). This includes protection of any SAR trees identified.
- Equipment, materials and other construction activities will not be permitted in zones delineated for protection.
- If drainage work activity cannot be undertaken without disturbing a SAR plant(s), the Town should contact the MNRF for additional site-specific measures.
- Operational procedures and Best Management Practices for handling material and excess material, and spill prevention will be implemented. Vehicular and equipment maintenance and refuelling will be carried out in a controlled manner, and where applicable, at designated maintenance areas. Refuelling will not be permitted within 30 m of any forest, or watercourse.
- Stabilize and re-vegetate exposed soil surfaces as soon as possible following activities, using native groundcover seed mixes and plantings.



APPENDIX "REI-C"

STANDARD SPECIFICATIONS **FOR ACCESS BRIDGE CONSTRUCTION**

1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the endwall foundations and the new pipe in place, it shall completely backfill same and install new precast concrete blocks or concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. All concrete used for headwalls shall be a minimum of 30 mPa at 28 days and include 6% +/- 1% air entrainment.

Precast concrete blocks shall be interlocking and have a minimum size of 600mmX600mmX1200mm. Half blocks shall be used to offset vertical joints. Cap blocks shall be a minimum of 300mm thick. A foundation comprising minimum 300mm thick poured concrete or precast blocks the depth of the wall and the full bottom width of the drain plus 450mm embedment into each drain bank shall be provided and placed on a firm foundation as noted below. The Contractor shall provide a levelling course comprising a minimum thickness of 150mm Granular "A" compacted to 100% Standard Proctor Density or 20mm clear stone, or a lean concrete as the base for the foundation. The base shall be constructed level and flat to improve the speed of installation. Equipment shall be provided as required and recommended by the block supplier for placing the blocks such as a swift lift device for the blocks and a 75mm eye bolt to place the concrete caps,. The headwall shall extend a minimum of 150mm below the invert of the access bridge culvert with the top of the headwall set to match the finished driveway grade, unless a 150mm high curb is specified at the edge of the driveway. To achieve the required top elevation, the bottom course of blocks and footing may require additional embedment into the drain bottom. The Contractor shall provide shop drawings of the proposed wall for approval by the Drainage Superintendent or Engineer prior to construction.

Blocks shall be placed so that all vertical joints are staggered. Excavation voids on the ends of each block course shall be backfilled with 20mm clear stone to support the next course of blocks above. Walls that are more than 3 courses in height shall be battered a minimum of 1 unit horizontal for every 5 units of vertical height. The batter shall be achieved by careful grading of the footing and foundation base, or use of pre-battered base course blocks. Filter cloth as specified below shall be placed behind the blocks to prevent the migration of any fill material through the joints. Backfill material shall be granular as specified below. Where the wall height exceeds 1.8 metres in height, a uni-axial geogrid SG350 or equivalent shall be used to tie back the walls and be installed in accordance with the manufacturer's recommendations. The wall face shall not extend beyond the end of the access bridge pipe. Non-shrink grout shall be used to fill any gaps between the blocks and the access bridge pipe for the full depth of the wall. The grout face shall be finished to match the precast concrete block walls as closely as possible.

When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, and extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 30 mPa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in

the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 450mm (18") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Drainage Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, or the Municipality, the Engineer, and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

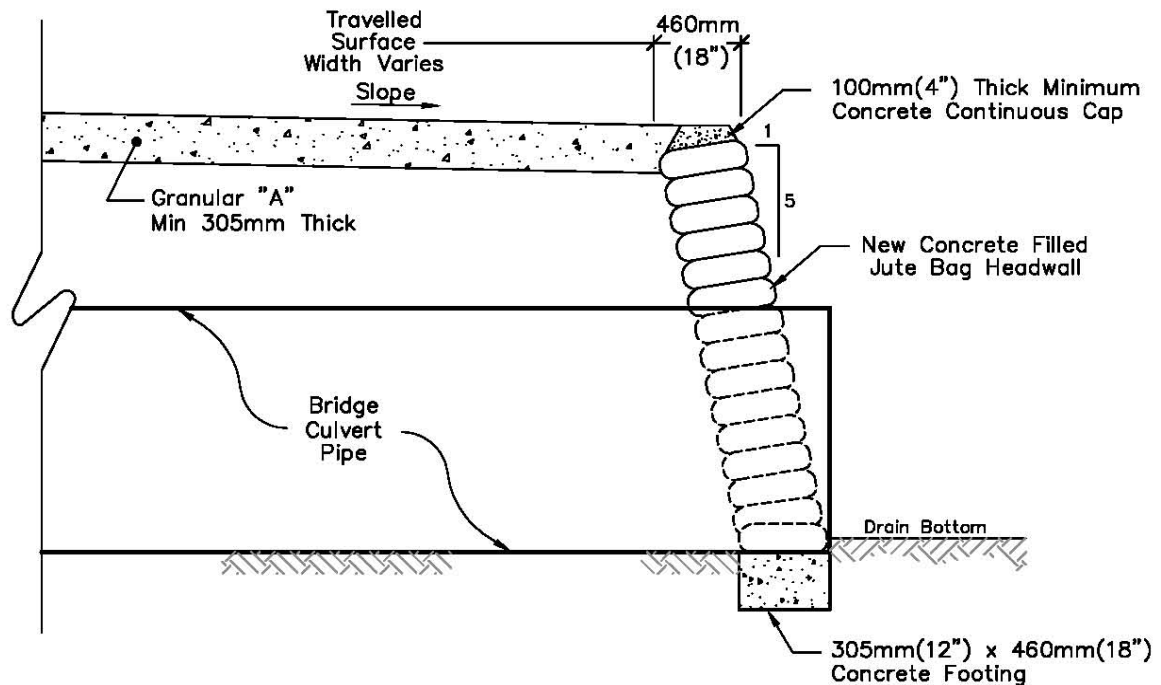
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations and Ontario Traffic Manual Book 7.

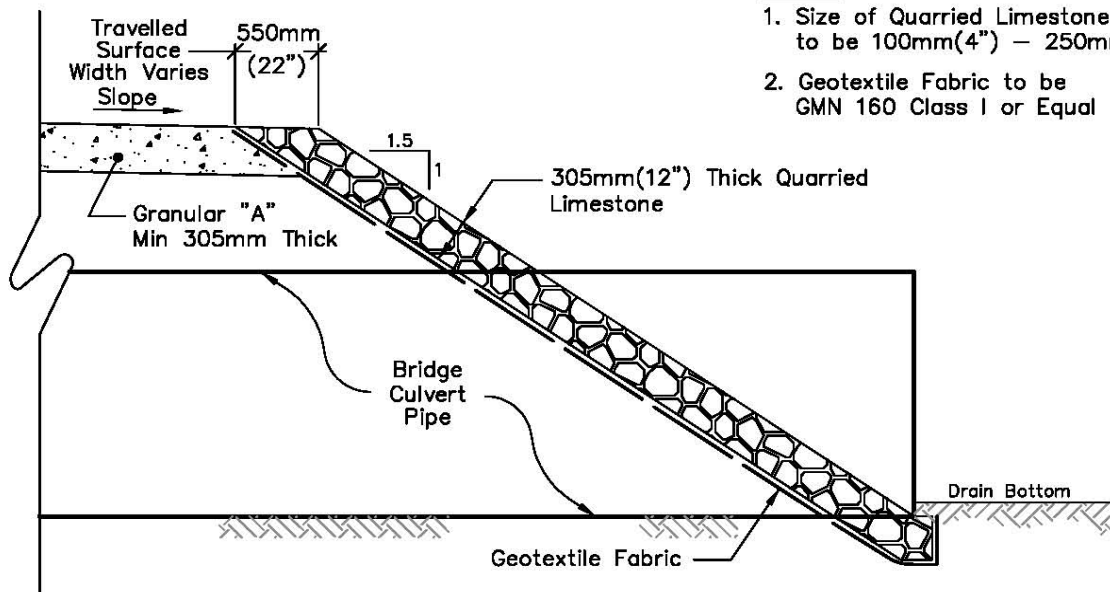
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Drainage Superintendent and Engineer.



Typical Jute Bag Headwall

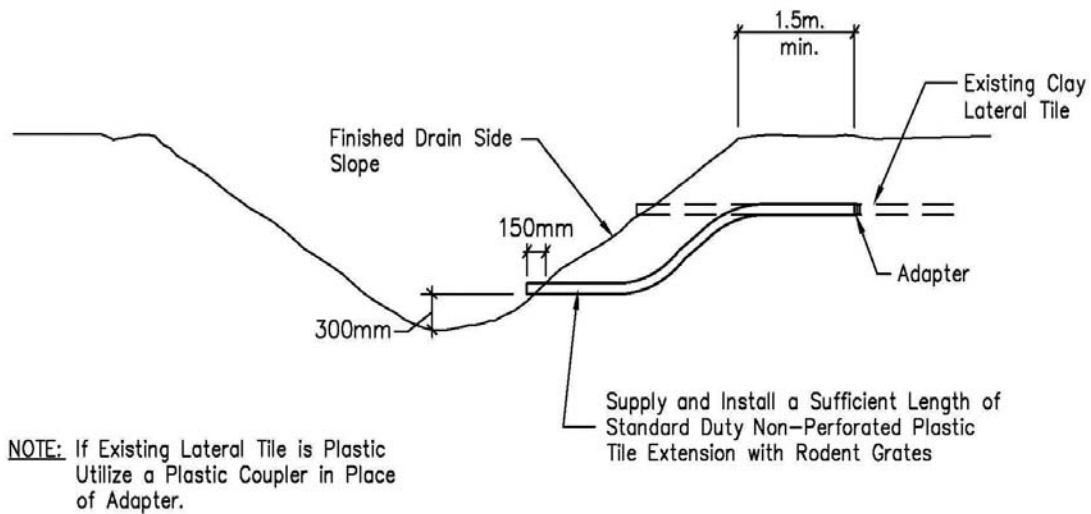


NOTE:

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal

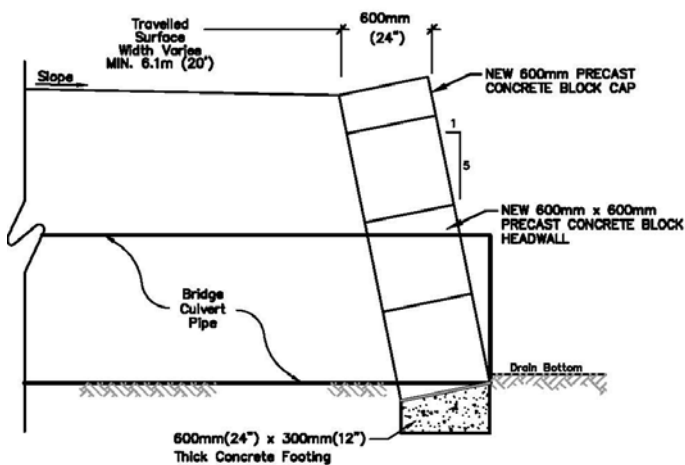
Typical Quarried Limestone End Protection

Rood Engineering Inc.
Consulting Engineers
 9 Nelson Street
 Leamington, Ontario N8H 1G6
 519-322-1621



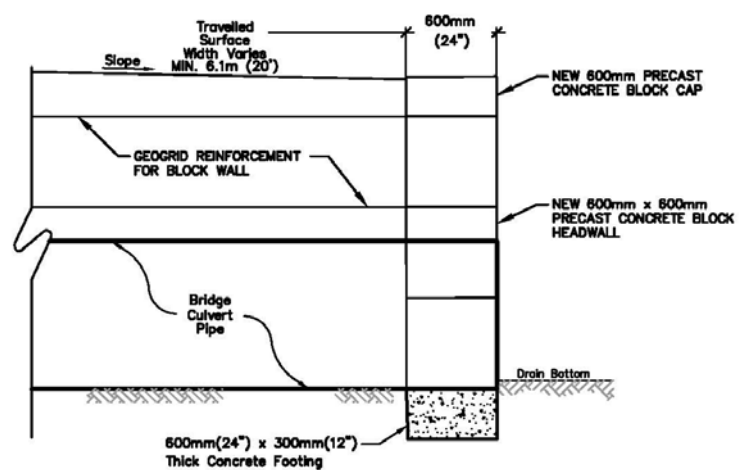
STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.

APPENDIX "REI-D"

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26th day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

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

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:
 - 4.9 Permitted fires, except those described in Section 4.4, shall,
 - a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
 - b) in residentially zoned areas, be completely extinguished by 2:00 a.m.
2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:
 - 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

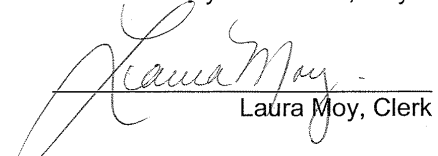
3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

READ a first, second, third time and finally passed this 11th day of September, 2007.


Gary McNamara, Mayor


Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

AND WHEREAS Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

AND WHEREAS Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

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

1. DEFINITIONS

In this By-law:

- 1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.
- 1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.
- 1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.
- 1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.
- 1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.
- 1.6 "Farmlands" means land designated "agricultural".
- 1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.
- 1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.
- 1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.
- 1.10 "Open Air Burning" means any fire set in the Open Air.
- 1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.
- 1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.
- 1.13 "Person" means an individual, business, a partnership or a corporation.
- 1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.
- 1.15 "Police Officer" means any member of the Ontario Provincial Police.
- 1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.
- 1.17 "Town" means The Corporation of the Town of Tecumseh.

2. ADMINISTRATION AND ENFORCEMENT

- 2.1 The Chief Fire Official shall be responsible for the administration of this by-law.
- 2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.
- 2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.
- 2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.
- 2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

3. ENVIRONMENT

- 3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.
- 3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.
- 3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:
 - (a) decrease in visibility on any highway or roadway;
 - (b) threaten a rapid spread of fire through a grass or brush area;
 - (c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

4. GENERAL PROVISIONS

- 4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.
- 4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.
- 4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,
 - (a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;
 - (b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

- 4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;
- (b) installation and location of Burning Appliances must meet the manufacturer's specifications.
- 4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;
- (b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;
- (c) an Open Air fire shall be restricted to daylight hours only;
- (d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater than one (1) hectare in size;
- (e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.
- 4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.
- 4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.
- 4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.
- 4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height.
- 4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:
- (a) responsible and liable for any damage to property or injury to person occasioned by said fire;
- (b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

- (c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

- 4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.
- 4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.
- 4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

5. FIRES REQUIRING PERMITS

- 5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.
- 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.
- 5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.
- 5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

6. OFFENCES

- 6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;
- (b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

7. FINES

- 7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand (\$5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

8. SEVERABILITY

- 8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

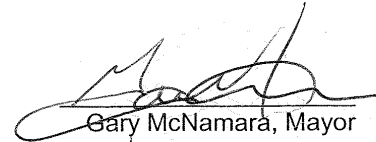
10. **EFFECTIVE DATE**

10.1 This by-law shall come into full force and take effect on the 1st day of July, 2007.

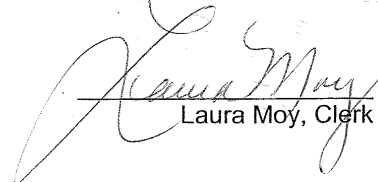
11. **REPEAL**

11.1 By-law No. 2005-57 is hereby repealed.

READ a first, second, third time and finally passed this 26th day of June, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

SCHEDULE "A"
By-law Number 2007-41

**THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES**

"Full Cost Recovery Basis" includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

Emergency Services Rendered:

- (a) \$350.00 first hour or part thereof per piece of equipment;
- (b) \$175.00 each additional half-hour or part thereof per piece of equipment;
- (c) \$42.00 first hour or part thereof per firefighter who responds to the call;
- (d) \$27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;
- (e) the cost of all extinguishing agents required to extinguish the fire.

No Emergency Services Rendered:

- (a) \$350.00 flat rate per piece of equipment where services are not required nor provided;
- (b) \$42.00 flat rate per firefighter who responds to the call for service.

APPENDIX "REI-E"

WATERSHED PLAN, BRIDGE AND KEY PLAN, PROFILE, & SECTIONS

OF THE

WEST BRANCH OF EAST BRANCH DELISLE DRAIN

(New Bridge for Francis Lafferty & Rosemary Jobin, 460-03400)

(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Rood
GERARD ROOD, P.ENG.

ROOD
ENGINEERING
INC.
CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621



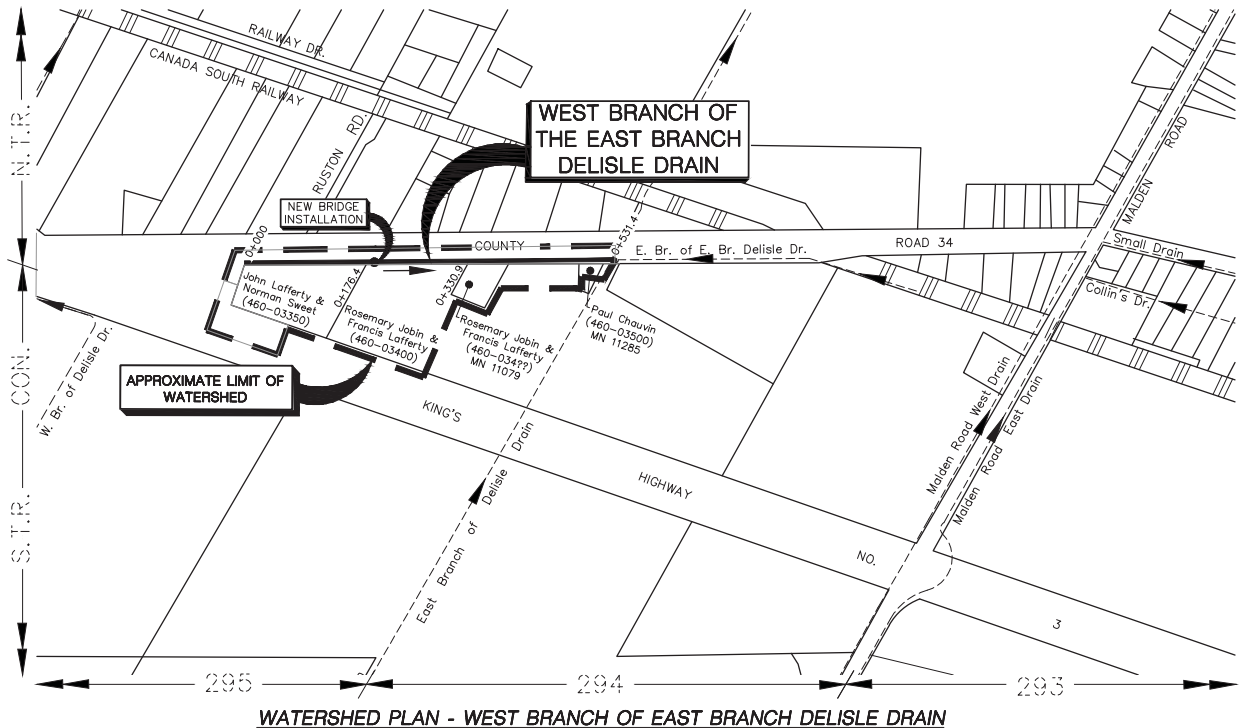
DATE: November 18th, 2019

TOWN OF TECUMSEH

MAYOR: Gary McNamara
CLERK: Laura Moy
DRAINAGE SUPERINTENDENT: Sam Paglia, P.Eng.

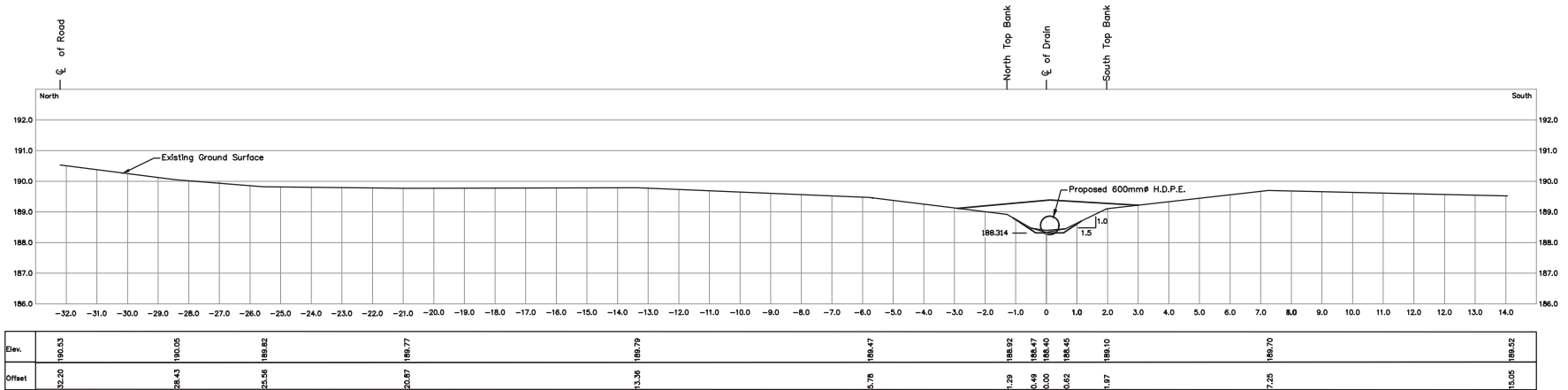
BENCHMARKS:

TOP NUT OF FIRE HYDRANT (ID: SS248) LOCATED ON THE SOUTH SIDE OF COUNTY ROAD 34 APPROXIMATELY 15 METRES WEST OF PROPOSED BRIDGE ACROSS THE ROAD FROM MAIDSTONE RECREATION CENTRE
ELEV: 190.634m



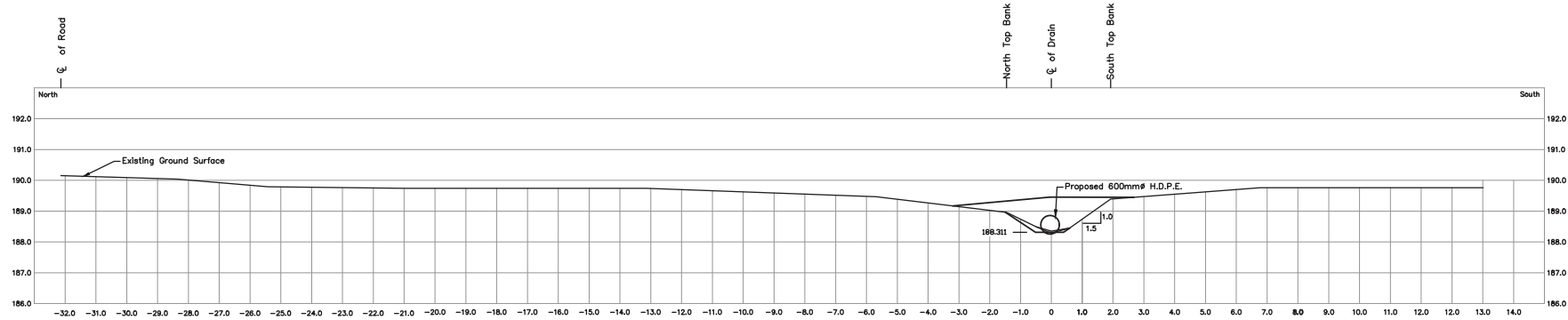
WATERSHED PLAN - WEST BRANCH OF EAST BRANCH DELISLE DRAIN

SCALE=1:5000



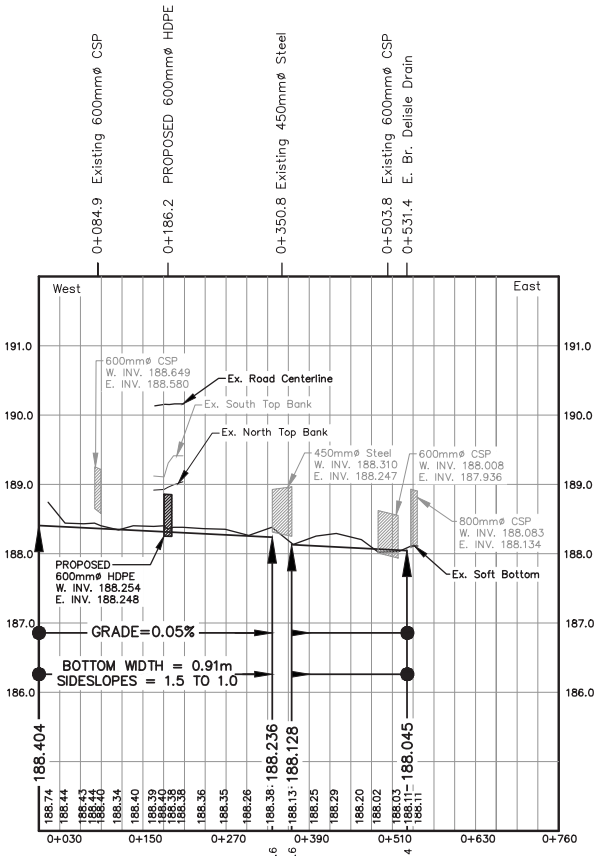
STA. 0+180.7

Scale = 1:100



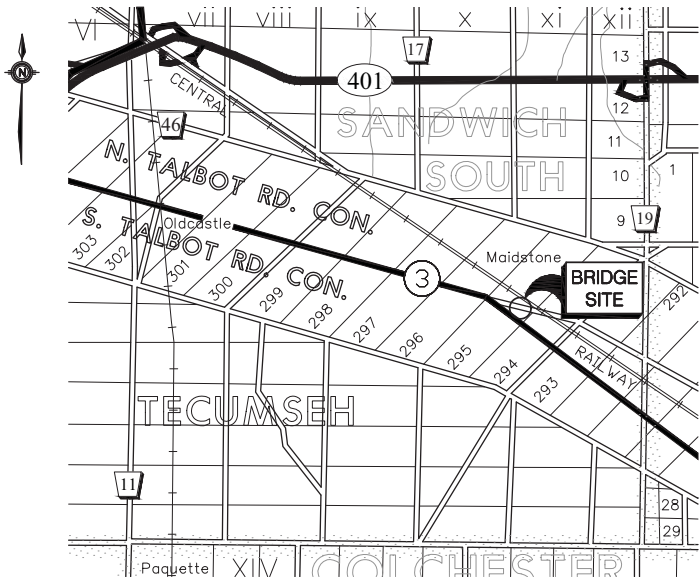
STA. 0+186.4

Scale = 1:100



PROFILE - WEST BRANCH OF EAST BRANCH DELISLE DRAIN

SCALE=1:5000 hor.
1:50 vert.



KEY PLAN
Scale = 1:50,000

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

DRAWN BY: K.D. & K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2019D010.DWG
FILE No.: REI2019D010
SHEET No.: 1 OF 2

The Corporation of the Town of Tecumseh

By-Law Number 2020 -07

Being a bylaw to provide for the repair and improvements to the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain

Whereas the Council of The Corporation of the Town of Tecumseh (hereafter “Town”) has been requested to provide for the repair and improvement of the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain;

And Whereas the Town procured a Drainage Report for the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain and specifications from the consulting engineering firm of Rood Engineering Inc., dated November 20, 2019 (hereafter “Drainage Report”);

And Whereas notice of a Public Meeting to hear comments from the affected property owners was given on December 9, 2019;

And Whereas a Public Meeting of Council was held on Tuesday, January 14, 2020, at 5:00 pm to hear from any affected property owners on the Drainage Report;

And Whereas the Council of The Corporation of the Town of Tecumseh is of the opinion that the repair and improvement of the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain is desirable;

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

1. **That** the Drainage Report providing for the repair and improvement of the Hurley Relief Branch Drain and Upper Part of Hurley Relief Drain, dated November 20, 2019, as prepared by the consulting engineering firm Rood Engineering Inc. and attached hereto as Schedule “A” to this by-law, is hereby adopted and the drainage works as therein indicated and set forth is hereby approved and shall be completed in accordance therewith.
2. **That** the Treasurer, subject to the approval of Council, may agree with any bank or person for temporary advances of money to meet the costs of construction pending the completion of the drain and grants and computed payments are received.
3. **That** the Town may issue debentures for the amount borrowed and the amount of such debentures shall be reduced to the total amount of:
 - a) Grants received under Section 85 of the said Act;
 - b) Commuted payments made in respect of land and roads assessed.
4. **That** such debentures shall be made payable within five (5) years from the date of the debenture and shall bear interest at a rate as approved by resolution of Council.
5. **That** the specifications and General Specifications as established are adopted as set out in the Drainage Report which forms part of this by-law.
6. **That** the Mayor and Clerk are authorized to cause a contract for the construction of the works to be made and entered into with some person or persons, firm or corporations, subject to the approval of the Council to be declared by resolution.

7. **That** this by-law shall come into force upon and after the final passing thereof.

Read a first and second time this 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

Read a third and final time this ____ day of _____, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

**HURLEY RELIEF BRANCH DRAIN &
UPPER PART OF HURLEY RELIEF DRAIN**
E09HU(44)

Part of Lots 11 & 12, Concession 8

Geographic Township of Sandwich South

TOWN OF TECUMSEH



***Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario N8N 1W9
519-735-2184***

Rood Engineering Inc.
Consulting Engineers
9 Nelson Street
Leamington, Ontario N8H 1G6
519-322-1621

*Project REI2016D013
November 20th, 2019*

November 20th, 2019

Mayor and Municipal Council
Corporation of the Town of Tecumseh
917 Lesperance Road
Tecumseh, Ontario
N8N 1W9

Mayor McNamara and Members of Council:

**HURLEY RELIEF BRANCH DRAIN & UPPER PART OF THE HURLEY RELIEF DRAIN
E09HU(44) - Geographic Twp. of Sandwich South
Project REI2016D013
Town of Tecumseh, County of Essex**

I. INTRODUCTION

In accordance with the instructions provided at your June 28th, 2016 meeting and received from the Town by email dated July 20th, 2016, from Sam Paglia, P.Eng. Town Drainage Superintendent, we have prepared the following report that provides for repair and improvements of the open and enclosed drain segments, along with bridge and enclosure repairs and improvements along the drain, together with ancillary work. The Hurley Relief Branch Drain and upper part of the Hurley Relief Drain comprises of open and enclosed drain portions. The Hurley Relief Drain extends from its outlet in the Little River Drain westerly across the 9th Concession Road where the drain then travels in a southerly direction from just north of Kings Highway 401 in the centre of Concession 8 to a point just north of County Road 46 (former King's Highway 98). The Hurley Relief Drain then travels westerly until intersecting with the Hurley Relief Branch Drain. The Hurley Relief Drain then travels generally in a southerly direction and crosses County Road 46 to the north limit of the former Canadian National Railway, now owned by Canada Southern Railway Co. The Hurley Relief Branch Drain travels from the Hurley Relief Drain in a generally southwest direction across County Road 46 and along the north side of the former Canadian National Railway until it reaches the east limit of the 8th Concession Road. The drain then extends southerly under the former Railroad to its junction with the Extension of the Hurley Relief Branch Drain, including a pipe westerly under the 8th Concession Road. The Hurley Relief Drain, Branch, and Extension is located in the geographic township of Sandwich South, Town of Tecumseh. A plan showing the Hurley Relief Branch Drain and the upper part of the Hurley Relief Drain, as well as the general location of the enclosures and bridges along the drain, is included herein as part of the report.

Our appointment and the works relative to the repair and improvements to the Hurley Relief Branch Drain and upper part of the Hurley Relief Drain, proposed under this report, is in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010". We have performed all of the necessary survey, investigations, etcetera, for the proposed repairs and improvements to the bridges, enclosures and drains, and we report thereon as follows.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

II. BACKGROUND

From our review of the information provided from the Town's drainage files we have established the following reports that we utilized as reference for carrying out this project:

- | | | | |
|----|--------------------|--|---------------------------|
| 1) | July 8th, 1991 | Extension of the Hurley Relief Branch Drain - Report, Plan & Profile | Lou Zarlenga, P.Eng. |
| 2) | July 29th, 1966 | Hurley Relief Drain & Branch - Report, Plan & Profile | C.G.R. Armstrong, P.Eng. |
| 3) | May 5th, 1981 | Hurley Relief & Branch & Extension Drain - Plan & Profile | Maurice Armstrong, P.Eng. |
| 4) | January 25th, 1950 | Hurley Relief Drain & Branch - Report, Plan & Profile | C.G.R. Armstrong, P.Eng. |

The 1991 report prepared by Lou Zarlenga, P.Eng. provided for the Extension of the Hurley Relief Branch Drain. This report incorporated the existing 900mm corrugated steel pipe (C.S.P.) along the east side of the 8th Concession Road south of the former Railway, and extended it southerly and then westerly under the 8th Concession Road and continued to the west side of Ure Street with C.S.P. covered drain and precast concrete and C.S.P. manholes and catch basins for the Extension of the Hurley Relief Branch Drain. Furthermore, this report enclosed the existing roadside ditch, which all provided for a sufficient outlet for the lands east and west of Ure Street on the west side of the 8th Concession Road.

The 1966 report by C.G.R. Armstrong, P.Eng. and the 1981 report by Maurice Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the Hurley Relief Branch Drain and Hurley Relief Drain with the 1981 plan and profile being the latest plan and profile for the drain. Similar to the said reports, the 1950 report by C.G.R. Armstrong, P.Eng. provided for general repairs and improvements to the entire length of the Hurley Relief Branch Drain and Hurley Relief Drain.

We have utilized the plan and profile within the 1981 Armstrong report to establish the size parameters for the drain and the details to be used in completing the enclosure installation. We have also used this Engineer's plan and profile to establish the drain profile grades, and to assist us in establishing the design grade for the repairs and improvements to the drains and subject enclosure pipe. The 1991 Zarlenga report, 1950 and 1966 Armstrong reports all assisted us in determining the watershed limits for the Hurley Relief Drain and Branch.

We arranged with the Town to provide us with the updated assessment roll information for the affected parcels. We also reviewed reports for the abutting drains and spoke to the owners to help in establishing the current watershed limit for the Hurley Relief Drain, Branch, & Extension.

III. PRELIMINARY EXAMINATION AND ON-SITE MEETING

After reviewing all of the drainage information provided by the Town, we arranged with the Town Drainage Superintendent Sam Paglia, P.Eng., to schedule an on-site meeting for March 8th, 2017.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

The following people were in attendance at said meeting: Frank Portelli, Trevor Dinn, Curtis Turner, David and Brian Thibert, David Johnson, Ravinder Singh, Dilbag Singh, Gino Peretti, Lorne Strong, Sam Paglia (Town Drainage Superintendent), and Gerard Rood (Rood Engineering).

Mr. Paglia completed introductions for the purpose of the meeting. The Town has received a request for an enclosure to the upper part of the Hurley Relief Drain. Further to this, there was an additional request submitted to the Town for examination for overall improvements to the Hurley Relief Drain and its Branch to provide a sufficient outlet to the Extension of the Hurley Relief Branch Drain. It was discussed that this meeting is to inform everyone about the proposed work which will all be completed under a drainage report in accordance with Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17, as amended 2010".

Details of the Hurley Relief Drain and Hurley Relief Branch Drain were discussed. The primary concern was that there is serious sediment accumulation in the drain with some bank erosion which has caused restrictions to a sufficient outlet for the Extension of the Hurley Relief Branch Drain. It was discussed that the Branch Drain immediately south of County Road 46 has been diverted around 2 buildings by going south to the former railroad and then continuing westerly to its original alignment adjacent to the north side of the former railroad and westerly over to the 8th Concession Road. Following the survey and investigations regarding the diversion of the Branch Drain, the report will set out to make this diversion a legal part of the drain. Mr. Rood confirmed there were no existing plans, agreements, or any other information to the changes completed which would have already made this diversion a legal part of the drain.

Mr. Rood addressed with the owner of Parcel 540-01050 that the Essex Region Conservation Authority (E.R.C.A.) may have concerns that need to be considered with respect to enclosing the upper part of the Hurley Relief Drain which travels through their property. He also mentioned that overland conveyance flows and storage requirements may need to be investigated.

It was discussed that the bridges and enclosures along the Branch Drain and upper part of the Hurley Relief Drain would be inspected and owners of them would be contacted if there were concerns with any of the structures. Once the work scope is confirmed, a draft report is prepared for a Public Information Centre (P.I.C.) meeting and then a final report is prepared and submitted to Council and goes through the Drainage Act process of a Consideration meeting and Court of Revision meeting.

Mr. Rood asked the Town and owners to provide information on any drainage changes that they might be aware of. It was discussed that all trees within the drain cross section from top of bank to top of bank will be removed to prevent obstruction of drainage. One side of the drain will be basically cleared for access to carry out the work and dispose of material; however, some mature trees may be able to be saved if the Contractor can work around them. Material excavated along lawn areas will be accessed from the road side and will be trucked away. It was explained that owners pay a portion of the cost if adjacent to the work area or upstream of the work. The Town wants to restore the drain to an adequate capacity and wants to maintain an accurate and fair assessment schedule for drain maintenance with an updated watershed plan.

Some owners within the watershed but off of the drain voiced concerns of flooding and ponding on their lands. Gerard Rood explained how once the Hurley Relief Branch Drain is repaired and improved the owners can contact the Road Authority to have some ditch work completed to improve the drainage for their lands and the roadway.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

The overall drainage report procedure pursuant to the Drainage Act, tendering process, and future maintenance processes were generally reviewed with the owners. Owners were invited to contact the Town or Engineer if they had any questions or wanted to participate in the works. Mr. Paglia discussed the general process of the drainage report once submitted. Assessment costs were generally reviewed with the owners explaining the Benefit, Outlet, and Special Benefit costs associated with the Schedule of Assessment.

The owners were also advised that the works will be subject to the approval of the Department of Fisheries and Oceans (D.F.O.), the Ministry of Natural Resources and Forestry (M.N.R.F.), and the Essex Region Conservation Authority (E.R.C.A.). We further discussed details of the work including reconnection of any existing pipes to the covered portions of the drain system.

IV. FIELD SURVEY AND INVESTIGATIONS

Following the on-site meeting we arranged for our survey crew to attend at the site and perform a topographic survey of the Hurley Relief Branch Drain and the upper part of the Hurley Relief Drain, including taking the necessary levels and details to establish the design parameters for the enclosure installation, and made bridge inspections. We further arranged to get updated assessment roll information from the Town, and obtained information on the tax class of each of the properties affected by the Municipal Drain.

A bench mark was looped from previous work carried out on the 8th Concession Road Infrastructure Works by Dillion Consulting and was utilized in establishing a correlation between the old report and new survey for the enclosure and drainage works. We surveyed the entire length of the Hurley Relief Branch Drain for the repair and improvement works to provide a sufficient outlet to the Extension of the Hurley Relief Branch Drain. We also surveyed the upper part of the Hurley Relief Drain for the proposed enclosure and bridge structure and swale, and picked up the existing bench mark and pipe elevations in order to establish a design grade profile for the installation of the enclosure. All of the said survey works were completed as necessary for us to prepare our design calculations, estimates and specifications.

The Town made initial submissions to the Essex Region Conservation Authority (E.R.C.A.) regarding their requirements or any D.F.O. (Department of Fisheries and Oceans) requirements for work that would be proposed to be carried out on the Hurley Relief & Branch & Extension Drain. A response from the Conservation Authority was received by email on May 13th, 2016 and indicated that the Town must apply for a permit and follow standard mitigation requirements. We also reviewed the Town maps for fish and mussel species at risk and find that this is a Class "F" drain. Additionally, the plans show there are no species indicated in the vicinity of this project. A copy of the 2011 Town of Tecumseh Natural Heritage Inventory was provided to us from E.R.C.A. which confirms there are no endangered or threatened Species at Risk (S.A.R.) within the area of proposed drainage works. A copy of the concerns and requirements to satisfy E.R.C.A. and D.F.O. is included in **Appendix "REI-A"** of this report.

We also arranged to review the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) Mitigation Plan for Drainage Works (March 2018-17-4938) that the Town has prepared to address the Endangered Species Act (E.S.A.), 2007. Section 6.0 of the Mitigation Plan indicates that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Mitigation Plan includes measures to be followed as outlined in "Section 7.0 Mitigation Measures" of the document and a copy of same

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

as it relates to turtles and snakes is included in **Appendix "REI-B"**. Providing mitigation requirements are implemented, it was concluded that present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007. Based on this information we find that the Town can proceed with the eligible repairs, maintenance and improvements to the drain as they are exempt under Sections 9 and 10 of the Act, provided that they follow the rules within Ontario Regulation 242/08 and the Mitigation Measures in their S.A.R. Mitigation Plan. To address these requirements the Town has established comprehensive mitigation measures as well as species identification guides for reference. Copies of the measures and guides shall be provided to the successful Tenderer for use during construction, and these documents are available for viewing by any interested parties at the Town office.

V. PIPES AND BRIDGES REVIEW

As part of our investigations, we made detailed inspections of all of the enclosure pipes and bridges along the open drain. Their condition and proposed work, if any, is summarized as follows:

Bridge Summary

1. This new enclosure will serve parcel 540-01050 at MN4795. The enclosure will eliminate the open drain that severs the parcel and will allow the entire parcel to be used effectively for the business located there. Work will include a conveyance swale along the east limit of the parcel for larger storm events.
2. This bridge enclosure serves County Road 46 owned by the County of Essex to go over the Hurley Relief Drain. The 900mm C.S.P. portion under the road appears to be in good condition as it was most likely replaced during the recent reconstruction of County Road 46. Since the bridge is serving the road authority and therefore would not be needed if the road was taken out of service, we recommend that 98% of all future maintenance costs for works to the bridge enclosure be borne by the road authority pursuant to Section 26 of the Drainage Act. The report and plans will provide the Town with the details needed for future work on the bridge enclosure pursuant to the maintenance provisions of the Drainage Act.
3. This enclosure serves parcel 540-01900 at MN5094. The enclosed 900mm diameter corrugated steel pipe located within the parcel was found to be in poor condition with no erosion protection present on the endwalls. The report and plans will provide the Town with the details needed for construction of the enclosure replacement pursuant to the provisions of the Drainage Act.
4. This enclosure serves parcel 540-02000 at MN5072. The enclosure is in fair condition with rust approximately up to the spring line. There is no end wall protection on both ends of the pipe; however, significant vegetative growth is present protecting the banks from erosion. The report and plans will provide the Town with the details needed for future work on the pipe enclosure pursuant to the maintenance provisions of the Drainage Act.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

5. This bridge serves County Road 46 owned by the County of Essex to go over the Hurley Relief Branch Drain. Since the bridge is serving the road authority and therefore would not be needed if the road was taken out of service, we recommend that 98% of all future maintenance costs for works to the bridge be borne by the road authority pursuant to Section 26 of the Drainage Act. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
6. This bridge enclosure that serves parcel 540-01040 was installed for the diversion of the Hurley Relief Branch Drain. The structure comprises C.S.P. and is in fair condition. The report and plans will make the structure part of the Drain and provide the Town with the details needed for future work on the bridge enclosure pursuant to the maintenance provisions of the Drainage Act.
7. This bridge enclosure serves the former railway and is located just east of the 8th Concession Road being parcel 540-01000. The bridge pipe is in good condition and comprises 900mm diameter concrete pipe. During the inspection of the bridge severe sediment accumulation was present at the outlet. During the reconstruction on the 8th Concession Road flushing and cleaning of the pipe was completed. Our survey still shows significant sediment accumulation at the bridge outlet in the Hurley Relief Branch Drain. Since the bridge is serving the public utility former railroad crossing and the services installed in this corridor, and would not be needed if the former railroad was taken out of service and the utilities were relocated, we recommend that 100% of all future maintenance costs for works to the bridge be borne by the owners of the parcel pursuant to Section 26 of the Drainage Act. The report and plans will provide the Town with the details needed for future work on the bridge pursuant to the maintenance provisions of the Drainage Act.
8. This pipe enclosure extends along the east side and crosses under the 8th Concession Road just south of the former railway crossing of the roadway. The concrete pipe is in good condition and was flushed and cleaned during the reconstruction of the 8th Concession Road, and includes manholes for deflections of the drain sections. The report and plans will provide the Town with the details needed for future work on the pipe enclosure pursuant to the maintenance provisions of the Drainage Act.

VI. PUBLIC INFORMATION CENTRE AND THE DRAINAGE ACT

Arrangements were made to meet at the Fire Hall on Walker Road on April 10th, 2019 with the Drainage Superintendent and interested owners to discuss the Draft P.I.C. drainage report dated February 8th, 2019 for this project. The meeting was well attended with the following people present: Trevor Dinn, Mark Fishleigh (County of Essex), Frank Portelli, Rob Schaafsma, Ravinder Singh, Cam Hedges (Town Asst. Drainage Superintendent), Sam Paglia (Town Drainage Superintendent), Kory Snelgrove (Rood Engineering) and Gerard Rood (Rood Engineering).

The procedures under the Drainage Act were reviewed and the next steps were detailed. It should be noted that the Public Information Centre (P.I.C.) meeting is not a requirement under the Drainage Act but the Town holds these meetings to address questions and concerns and to solicit comments from the affected owners for use in finalizing the drainage report. There were discussions regarding debenture options for assessments that were greater than \$5,000.00 to a

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

parcel. Owners were reminded that the costs in the drainage report are just estimates and the final costs will be based on the tender prices and overall costs of the project once completed.

At the meeting, the former owner of Parcel 540-01900, Trevor Dinn, expressed concerns with the cost for replacement of the covered drain alongside his home. The history of the drain and the covered drain installation at the cost of the previous owner were reviewed. It was established that alternative options for the enclosure replacement with estimated costs would be prepared and reviewed with Trevor Dinn and Sam Paglia. A site meeting was held with Trevor Dinn and Sam Paglia and the alternatives reviewed. Hard copies of the information were provided to the owner and there were subsequent follow-ups with no resolution reached. Eventually we were advised that the parcel was sold to new owners who were made aware of the proposed drainage improvements. Contact with the new owner Ehsan Rostami confirmed that he was acceptable with the original design proposal to simply replace the enclosure with a new pipe to minimize the impacts to the parcel. The original P.I.C. plans and report have been updated to reflect the latest information as included in this final report.

Owners are reminded that they have the opportunity to present their concerns to Council regarding the report details at the Consideration meeting and assessment questions at the Court of Revision meeting, along with appeal rights to the Agriculture, Food and Rural Affairs Appeals Tribunal (A.F.R.A.A.T.) and to the Drainage Referee as provided for in the Drainage Act.

The Drainage Act definitions and applicable clarifications are as follows:

“Benefit” means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or subsurface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

“Outlet liability” means the part of the cost of the construction, improvement or maintenance of a drainage works that is required to provide such outlet or improved outlet. Lands and roads that use a drainage works as an outlet, or for which, when the drainage works is constructed or improved, an improved outlet is provided either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse, may be assessed for outlet liability. The assessment for outlet liability shall be based upon the volume and rate of flow of the water artificially caused to flow upon the injured land or road or into the drainage works from the lands and roads liable for such assessments. Every drainage works constructed under this Act shall be continued to a sufficient outlet.

Owners are advised that they have a legal responsibility to convey their drainage to a sufficient outlet. For this reason they have a share in the cost for upkeep of the drain downstream of their lands and this obligation is reflected in the assessment for Outlet Liability. Owners are reminded that the responsibility for carrying out maintenance on a Municipal drain rests with the Town as set out in the Drainage Act. Any owner can notify the Town that the drain requires maintenance and the Town has to take action pursuant to the Act. This system is generally reactive and requires the property owners to raise their concerns and issues to the Town. Owners are reminded that keeping brush clear along their portion of the drain and having buffer strips provides them with a direct benefit of improved crop yield and preservation of topsoil on their lands. Owners have an Outlet Liability for the downstream portion of the drain. The owners are reminded that Municipal drainage is a communal project and basically a user pay system. As an

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

example, when work is carried out on the Hurley Relief Drain downstream of the Hurley Relief Branch Drain, the owners in the Hurley Relief Branch Drain sub-watershed that are outletting to the Hurley Relief Drain will be responsible for a portion of the cost, along with the other owners in the Hurley Relief Drain watershed adjacent and upstream of the work that is conducted. Owners are advised of the 1/3 grant available to agricultural lands that qualify for the Farm Property Class Tax Rate and should be aware that the Town administers the grant process and reflects any available grant on the final billing to each qualified owner.

Owners may appeal their assessment as set out in the drainage report. They are advised that they should submit their appeal to the Court of Revision 10 days before the scheduled date of the meeting; however, the Court of Revision can agree to hear appeals presented at the meeting. If owners are still dissatisfied with the report after that meeting, they may submit an appeal to the Agriculture, Food and Rural Affairs Appeals Tribunal through the Town Clerk within 21 days of the closing of the Court of Revision pursuant to Section 54 of the Drainage Act.

The cost sharing for bridges and enclosures is based on the location of same along the overall length of the drainage system. Each owner has the right for one access across each Municipal drain. The owner generally pays 100% of the cost for the first bridge installation and it becomes part of the drain when included in an engineer's report and is then to be maintained by the drain with costs shared as set out in the drainage report.

Owners should be aware that existing grass buffers and accesses will be protected and maintained as set out in the report specifications. Allowances as set out in the report are to offset damages to lands from the construction work and excavated material disposal. Owners are advised that the Contractor is responsible to remove any sticks and rocks (cobbles) etcetera from the spread materials and the Contractor is responsible to guarantee the work performed on the drain with a maintenance period of one year from the date of substantial completion.

VII. FINDINGS AND RECOMMENDATIONS

We find that the profile included in the 1966 report plans by C.G.R. Armstrong, P.Eng. and 1981 report plans by Maurice Armstrong, P.Eng. provides a good fit to the existing profile for the upper part of the Hurley Relief Drain and the Hurley Relief Branch Drain. Said reports provided for improvements to the open drain that still appear to suit the current conditions of the watershed.

The 1966 and 1981 plans show the Hurley Relief Branch Drain travelling southwesterly through parcels 540-01040 and 540-01000. Since then the drain has been diverted to allow for the development of buildings. The Hurley Relief Branch Drain has been diverted southeasterly until it reaches the former railroad where it then travels upstream in a northwesterly direction. We recommend that the original drain alignment on this section be abandoned pursuant to Section 19 of the Drainage Act, and that the new drain alignment and enclosure bridge pipe form part of the Hurley Relief Drain Branch for current and future maintenance works.

Based on our detailed survey, investigations, examinations, and discussions with the affected Owners and governing Authorities, we would recommend that drain repair and improvement works be carried out as follows:

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

- a) We recommend that all drain improvements, be carried out in accordance with the requirements established by E.R.C.A. and D.F.O. as set out in the documents within **Appendix "REI-A"** attached to this report.
- b) As this is an existing Municipal drain, and natural conditions have not changed and there is no information to indicate any new species concerns, the repair and improvement can be carried out based on the mitigation measures and new legislation provisions under the Endangered Species Act (E.S.A.), Ontario Regulation 242/08 Section 23.9, which allows repairs, maintenance and improvements to be conducted by the Town within existing municipal drains. These works are exempt from Sections 9 and 10 of the Endangered Species Act provided that the rules in the regulations are followed. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system. A copy of the new Town E.S.A. mitigation measures is included in **Appendix "REI-B"** within this report. We recommend that any work being completed shall be carried out in accordance with details as included in **Appendix "REI-B"** for reference by the land owners, the Town of Tecumseh, and the Contractor who will be conducting the works.
- c) We find that portions of the open drains have significant accumulation of silt and debris and we recommend that these be cleaned out as set out further in this report. We also recommend that the entire length of the upper part of the Hurley Relief Drain and the Hurley Relief Branch Drain include brushing and grubbing works within the design cross section and working easement on the working side of the drain as further set out in this report.
- d) As provided for by Section 18 of the Drainage Act we recommend that the bridges and enclosures along the drain be constructed, repaired, and improved as outlined further in this report including the specifications and the plans that form part of the report. We further recommend that the diversion of the Hurley Relief Branch Drain for bridge enclosure number 5 be adopted as part of the drain. Also, when future maintenance is done on any bridges or enclosures, we recommend that the inverts be set to provide the standard 10% of pipe diameter embedment below the drain profile grade.
- e) The existing drain has some grass areas along the Municipal drain that reduce the amount of erosion and sediment entering the drain, and that enhance water quality. We recommend that the existing grass areas be protected as part of this project and recommend that new buffer strips be constructed by the owners in all areas where no current grass buffer exists.

We recommend that the upper portion of the Hurley Relief Drain and the complete length of the Hurley Relief Branch Drain be repaired and improved, in accordance with this report, the attached specifications and the accompanying drawings, and that all works associated with same be carried out pursuant to Section 78 of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

IX. ESTIMATE OF COST

Our estimate of the Total Cost of this work, including all incidental expenses, is the sum of **ONE HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED DOLLARS (\$174,500.00)**, made up as follows:

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

CONSTRUCTION

HURLEY RELIEF BRANCH DRAIN

Item 1)	<u>Station 0+000 to Station 0+642.2;</u> Carry out excavation of the drain to remove accumulated sediment and restore the drain to the profile grade shown on the plans, including all disposal, hauling and leveling of material, approximately <u>642.2</u> metres (approximately 824 cubic metres), complete. Lump Sum	\$	9,900.00
Item 2)	<u>Station 0+000 to 0+642.2;</u> Spread scavenged topsoil; carry out seeding and mulching on all newly excavated side slopes including all harrowing, raking, preparation and clean up, complete. Lump Sum	\$	2,600.00
Item 3)	<u>Station 0+000 to 0+642.2;</u> Provide all labour, material, and equipment for brushing and grubbing works including all hauling, disposal and clean up (approximately <u>642.2</u> lineal metres), complete. Lump Sum	\$	6,500.00
Item 4)	<u>Station 0+000.0 to Station 0+642.2;</u> carry out cleaning of the drain bridges and enclosures to remove accumulated sediment and restore the drain to the profile grade on the plans, including removal of any deleterious materials, all loading, hauling and disposal of material, complete:		
	a) Enclosure No. 4: <u>41.8</u> metres at <u>\$70.00</u> per lineal metre	\$	2,930.00
	b) Bridge No. 5: <u>29.3</u> metres at <u>\$70.00</u> per lineal metre	\$	2,050.00
	c) Bridge No. 6: <u>36.3</u> metres at <u>\$70.00</u> per lineal metre	\$	2,540.00
Item 5)	<u>Station 0+000.0 to Station 0+642.2;</u> provide quarried limestone rip rap on filter cloth general erosion protection on drain banks at surface water inlets, eroded main tile outlets, slumped bank areas and for rock chute inlets, including excavation, removal of any deleterious materials, all loading, hauling and disposal of material, supply and place rock on filter cloth, complete:		
	a) Quarried limestone: approximately <u>50.0</u> tonnes at <u>\$65.00</u> per tonne	\$	3,250.00
	b) Filter cloth: approximately <u>100</u> square metres at <u>\$5.00</u> per square metre	\$	500.00
Item 6)	<u>Station 0+000.0 to Station 3+125.1;</u> supply and install new heavy duty H.D.P.E. plastic tile end extensions, including connections, rodent grate, removal of any deleterious		

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

materials, excavation, backfill, compaction and restoration, complete:

a) 3.0 metres (10') of 100mm (4") diameter pipe for 100mm diameter tiles: <u>5</u> required at <u>\$120.00</u> each	\$	600.00
b) 3.0 metres (10') of 150mm (6") diameter pipe for 150mm diameter tiles: <u>2</u> required at <u>\$200.00</u> each	\$	400.00
c) 3.0 metres (10') of 200mm (8") diameter pipe for 200mm diameter tiles: <u>1</u> required at <u>\$300.00</u> each	\$	300.00

UPPER PART OF THE HURLEY RELIEF DRAIN

Item 7)	<u>Station 1+060 to Station 1+130;</u> Provide all labour, material, and equipment for brushing and grubbing works including all loading, hauling, disposal and clean up (approximately <u>70.0</u> lineal metres), complete.	Lump Sum	\$	700.00
Item 8)	<u>Enclosure 1 - Station 1+063.4 to 1+128.0;</u> supply and install approximately <u>65.0</u> lineal metres of 900mm diameter 320kPa solid heavy duty polyethylene smoothwall pipe, including wrap coupler connections, excavation, granular bedding and backfill, granular 'A' driveway, quarried limestone rip rap on filter cloth ends, compaction, loading, hauling, disposal, restoration, fence removal and reinstallation, including swale construction along east limit, complete. (540-01050)	Lump Sum	\$	48,100.00
Item 9)	<u>Enclosure 3 - Station 1+153.5 to 1+204.0;</u> supply and install approximately <u>51.0</u> lineal metres of 900mm diameter 320kPa solid heavy duty polyethylene smoothwall pipe, including wrap coupler connections, concrete collar at road pipe, excavation, remove and dispose of existing C.S.P., bedding, native backfill, quarried limestone rip rap on filter cloth end protection, compaction, brushing and grubbing, loading, hauling, disposal and restoration, complete. (540-01900)	Lump Sum	\$	28,800.00
Item 10)	<u>Station 1+037.6 to Station 1+204.0;</u> carry out cleaning of the drain pipes to remove accumulated sediment and restore the drain to the profile grade on the plans, including removal of any deleterious materials, all loading, hauling and disposal of material, complete:			
	a) Bridge No. 2: <u>24.0</u> metres at <u>\$70.00</u> per lineal metre		\$	1,680.00
Item 11)	Final cleanup and restoration.	Lump Sum	\$	2,000.00

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

Item 12)	Contingency Allowance.	Lump Sum	\$	6,650.00
----------	------------------------	----------	----	----------

SUBTOTAL FOR CONSTRUCTION	\$	119,500.00
----------------------------------	-----------	-------------------

Net H.S.T. (1.76%) on Construction	\$	2,103.00
---	-----------	-----------------

TOTAL FOR CONSTRUCTION	\$	121,603.00
-------------------------------	-----------	-------------------

INCIDENTALS

1)	Report, Estimate, & Specifications	\$	12,000.00
2)	Survey, Assistants, Expenses, and Drawings	\$	28,000.00
3)	Duplication Cost of Report and Drawings	\$	1,500.00
4)	Estimated Cost of Letting Contract	\$	1,500.00
5)	Estimated Cost of Layout and Staking	\$	1,000.00
6)	Estimated Cost of Part-Time Supervision and Inspection During Construction (based on 3 day duration)	\$	2,600.00
7)	Net H.S.T. on Incidental Items Above (1.76%)	\$	820.00
8)	Estimated Cost of Interim Financing	\$	1,000.00
9)	Contingency Allowance	\$	4,477.00

TOTAL FOR INCIDENTALS	\$	52,897.00
------------------------------	-----------	------------------

TOTAL FOR CONSTRUCTION (brought forward)	\$	121,603.00
---	-----------	-------------------

TOTAL ESTIMATE	\$	174,500.00
-----------------------	-----------	-------------------

X. DRAWINGS AND SPECIFICATIONS

As part of this report, we have attached design drawings for the construction of the drain repairs and improvements. The design drawings show the subject repair and improvement locations and the details of the work, as well as the approximate location within the watershed area. The drain design drawings are attached to the back of this report and are labelled **Appendix "REI-E"**.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

Also attached, we have prepared Specifications which set out the required construction details for the drain repair and improvements, which also include Standard Specifications labelled therein as **Appendix "REI-C"**.

XI. SCHEDULE OF ASSESSMENT

We would recommend that the Total Cost for construction of this project, including incidental costs, be charged against the lands and roads affected in accordance with the attached Schedule of Assessment. On September 22nd, 2005, the Ontario Ministry of Agriculture, Food and Rural Affairs (O.M.A.F.R.A.) issued Administrative Policies for the Agricultural Drainage Infrastructure Program (A.D.I.P.). This program has re-instated financial assistance for eligible costs and assessed lands pursuant to the Drainage Act. Sections 85 to 90 of the Drainage Act allow the Minister to provide grants for various activities under said Act. Sections 85 and 87 make it very clear that grants are provided at the discretion of the Minister. Based on the current A.D.I.P., "lands used for agricultural purposes" may be eligible for a grant in the amount of 1/3 of their total assessment. The new policies define "lands used for agricultural purposes" as those lands eligible for the "Farm Property Class Tax Rate". The Town provides this information to the Engineer from the current property tax roll. Properties that do not meet the criteria are not eligible for grants. In accordance with same we expect that this project will be qualified for the grant normally available for agricultural lands. The Ministry however, is continually reviewing their policy for grants, and we recommend that the Town monitor the policies, and make application to the Ministry for any grant should same become available through the A.D.I.P. program or other available funds.

Pursuant to Section 26 of the Drainage Act, the Public Utility or Road Authority is responsible for all increase in cost to the drainage works due to the existence of their railway, roadways or services. This requirement has been reflected in the following **Bridge/Enclosure Cost Sharing** table related to sharing of future maintenance costs for the access bridges and enclosures. This provision shall apply to the County Road 46 (Bridge 2 & Bridge 5), and Canada Southern Railway Co. bridge crossing (Bridge 7) and 8th Concession Road (Bridge 8) for Road Authorities and Public Utilities.

Where a bridge structure has increased top width beyond the standard 6.10 metre (20.0 ft.) top width, all of the increased costs resulting from same are assessed 100% to the Owner of the lands served by the bridge.

XII. FUTURE MAINTENANCE

When maintenance work is carried out in the future on the open drain portion, the cost for said future maintenance shall be assessed in accordance with the attached Schedule of Assessment excluding any Special Benefit. When future maintenance work is carried out, the assessment to the affected Owners shall be based on the actual future maintenance cost shared on a pro-rata basis with the values shown in this assessment schedule.

When maintenance work is carried out on any public road and lands owned by the County of Essex or the Town in the future, we recommend that the cost be assessed 98.0% to the County of Essex or the Town, and the remainder of 2.0% shall be assessed to the upstream lands and roads based on their affected area and outlet assessments as set out in the attached Schedule of

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

Assessment. When maintenance work is carried out on any primary private bridges or enclosures in the future, we recommend that part of the cost be assessed as a Benefit to the abutting parcel served by the access bridge or enclosure, and the remainder shall be assessed to the upstream lands and roads based on their affected area and outlet assessments as set out in the attached Schedule of Assessment. The share for Benefit and Outlet Liability shall be as set out in the Bridge/Enclosure Cost Sharing table below. Since Enclosures 3 and 4 are an enclosure where no legal access is needed for crossing, we recommend that 100% of the cost of future maintenance to the enclosures be assessed as a Benefit to the abutting parcel served by the bridge enclosure.

UPPER PART OF THE HURLEY RELIEF DRAIN BRIDGE/ENCLOSURE COST SHARING

<u>Bridge / Enclosure</u>	<u>Owners</u>	<u>Benefit to Owner</u>	<u>Outlet Upstream</u>
1	(540-01050),	96.1%	3.9%
2	County of Essex,	98.0%	2.0%
3	(540-01900),	94.0%	6.0%

HURLEY RELIEF BRANCH DRAIN BRIDGE/ENCLOSURE COST SHARING

<u>Bridge / Enclosure</u>	<u>Owners</u>	<u>Benefit to Owner</u>	<u>Outlet Upstream</u>
4	(540-02000),	94.0%	6.0%
5	County of Essex,	98.0%	2.0%
6	(540-01040),	86.2%	13.8%
7	(590-01000),	98.0%	2.0%
8	Town of Tecumseh,	98.0%	2.0%

We recommend that the bridge and enclosure structures as identified herein, be maintained in the future as part of the drainage works. We would also recommend that the access bridges and enclosures in the drain, for which the future maintenance costs are to be borne by the abutting affected landowners and upstream lands and roads, be maintained by the Town and that said maintenance would include works to the bridge enclosure culvert, bedding, backfill and end treatment. Where concrete, asphalt or other decorative driveway surfaces over the bridge enclosure culverts require removal as part of the maintenance works, these surfaces should also be repaired or replaced as part of the works. Likewise, if any fencing, gate, decorative walls, guard rails or other special features exist that will be impacted by the maintenance work, they are also to be removed and restored or replaced as part of the bridge enclosure maintenance work. However, the cost of the supply and installation of any surface material other than Granular "A" material, and the cost of removal and restoration or replacement, if necessary, of any special features, shall be totally assessed to the benefiting adjoining parcel served by said access bridge or enclosure.

Report - Hurley Relief Branch Drain &
Upper part of the Hurley Relief Drain E09HU(44)
(Geographic Township of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

We further recommend that the maintenance cost sharing as set out above shall remain as aforesaid until otherwise determined and re-established under the provisions of the "Drainage Act, R.S.O. 1990, Chapter D.17 as amended 2010".

All of which is respectfully submitted.

Rood Engineering Inc.



Gerard Rood, P.Eng.



att.

Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

LEAMINGTON, Ontario N8H 1G6

HURLEY RELIEF BRANCH DRAIN
TOWN OF TECUMSEH

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
County Road 46			5.39	2.181	County of Essex	\$ 2,194.00	\$ 2,076.00	\$ -	\$ 4,270.00
8th Concession Road			2.99	1.210	Town of Tecumseh	\$ 614.00	\$ 2,057.00	\$ -	\$ 2,671.00
Del Duca Drive			2.47	1.000	Town of Tecumseh	\$ 508.00	\$ 1,701.00	\$ -	\$ 2,209.00
Ure Street			2.73	1.104	Town of Tecumseh	\$ 560.00	\$ 1,878.00	\$ -	\$ 2,438.00
North Talbot Road			1.24	0.500	Town of Tecumseh	\$ 254.00	\$ 850.00	\$ -	\$ 1,104.00
590-01200	7 & 8	11 & 12	0.85	0.344	Town of Tecumseh	\$ 290.00	\$ 172.00	\$ -	\$ 462.00
Total on Municipal Lands.....						\$ 4,420.00	\$ 8,734.00	\$ -	\$ 13,154.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-00905	8	11	0.69	0.279	Gurpreet Dhillon	\$ 235.00	\$ 139.00	\$ -	\$ 374.00
540-00920	8	11 & 12	10.47	4.238	Union Gas Ltd.	\$ 1,301.00	\$ 1,646.00	\$ -	\$ 2,947.00
540-00930	8	12	2.33	0.943	Davemarc Developments	\$ 734.00	\$ 347.00	\$ -	\$ 1,081.00
540-00940	8	12	1.80	0.728	Vic Mur Enterprises	\$ 567.00	\$ 268.00	\$ -	\$ 835.00
540-00950	8	12	0.49	0.198	Super Lighting and Decor Inc.	\$ 154.00	\$ 73.00	\$ -	\$ 227.00
540-00960	8	12	1.12	0.453	1818670 Ontario Limited	\$ 353.00	\$ 167.00	\$ -	\$ 520.00
540-01000	8	11 & 12	0.62	0.251	Voltuara Investments Inc.	\$ 195.00	\$ 92.00	\$ -	\$ 287.00
540-01040	8	11 & 12	0.50	0.202	Robert Weir & Dorothy Suzor	\$ 157.00	\$ 75.00	\$ -	\$ 232.00

Hurley Relief Branch Drain E09HU(44)
Town of Tecumseh

- 18 -

2019-11-20

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-02000	8	11	0.49	0.198	Frank Portelli & Tammy Ouellette	\$ 167.00	\$ 73.00	\$ -	\$ 240.00
550-18901	7	12	0.45	0.182	1339596 Ontario Limited	\$ 77.00	\$ 91.00	\$ -	\$ 168.00
550-18902	7	12	0.45	0.182	Donald Bastien, Frank Monaco & Thomas Masiarek	\$ 77.00	\$ 91.00	\$ -	\$ 168.00
550-18903	7	12	0.45	0.182	Ironworkers Local 700	\$ 77.00	\$ 91.00	\$ -	\$ 168.00
550-19000	7	12	0.45	0.182	Ironworkers Local 700	\$ 77.00	\$ 91.00	\$ -	\$ 168.00
550-19001	7	12	1.81	0.732	2158058 Ontario Inc.	\$ 309.00	\$ 365.00	\$ -	\$ 674.00
550-19200	7	12	3.80	1.538	401 Diesel Centre Ltd.	\$ 648.00	\$ 767.00	\$ -	\$ 1,415.00
550-19400	7	12	3.25	1.315	Prodart Enterprises Inc.	\$ 554.00	\$ 656.00	\$ -	\$ 1,210.00
550-19500	7	12	1.00	0.405	Giuseppe Delicata	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-19502	7	11	5.58	2.258	West Industries Inc.	\$ 952.00	\$ 1,126.00	\$ -	\$ 2,078.00
550-19600	7	11	2.06	0.834	Pangeo Holdings Ltd.	\$ 351.00	\$ 416.00	\$ -	\$ 767.00
550-19606	7	RP 5 & 22	1.03	0.417	Riz-Cona Inc.	\$ 176.00	\$ 208.00	\$ -	\$ 384.00
550-19606	7	RP 4 & 23	1.84	0.745	Riz-Cona Inc.	\$ 314.00	\$ 371.00	\$ -	\$ 685.00
550-19610	7	11	1.29	0.522	2361269 Ontario Inc.	\$ 220.00	\$ 260.00	\$ -	\$ 480.00
550-19800	7	11	1.45	0.587	2198043 Ontario Inc.	\$ 247.00	\$ 293.00	\$ -	\$ 540.00
550-19820	7	11	2.09	0.846	Jin Hu Holdings Inc.	\$ 357.00	\$ 422.00	\$ -	\$ 779.00
550-19822	7	11	1.26	0.510	Computool Investments Inc.	\$ 215.00	\$ 254.00	\$ -	\$ 469.00
550-19824	7	11	1.26	0.510	1068420 Ontario Inc	\$ 215.00	\$ 254.00	\$ -	\$ 469.00
550-19826	7	11	1.08	0.437	Blue Line Mold Inc.	\$ 184.00	\$ 218.00	\$ -	\$ 402.00
550-19828	7	11	1.08	0.437	2449620 Ontario Inc.	\$ 184.00	\$ 218.00	\$ -	\$ 402.00
550-19830	7	11	1.08	0.437	2355406 Ontario Limited	\$ 184.00	\$ 218.00	\$ -	\$ 402.00
550-19900	7	11	1.93	0.781	905293 Ontario Limited	\$ 329.00	\$ 389.00	\$ -	\$ 718.00
550-20000	7	11	1.39	0.563	1849658 Ontario Inc.	\$ 237.00	\$ 281.00	\$ -	\$ 518.00
550-20001	7	12	1.06	0.429	Rom-Ex Investment Ltd.	\$ 181.00	\$ 214.00	\$ -	\$ 395.00
550-20002	7	12	0.92	0.372	Carolcox Management Limited	\$ 157.00	\$ 186.00	\$ -	\$ 343.00
550-20003	7	12	1.12	0.453	Filippo Liburdi Construction Limited	\$ 191.00	\$ 226.00	\$ -	\$ 417.00
550-20004	7	12	1.03	0.417	2446126 Ontario Inc.	\$ 176.00	\$ 208.00	\$ -	\$ 384.00

Hurley Relief Branch Drain E09HU(44)
Town of Tecumseh

- 19 -

2019-11-20

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
550-20005	7	12	1.05	0.425	2446126 Ontario Ltd.	\$ 179.00	\$ 212.00	\$ -	\$ 391.00
550-20006	7	12	1.20	0.486	Eagle Heating & Cooling Inc.	\$ 205.00	\$ 242.00	\$ -	\$ 447.00
550-20007	7	12	1.48	0.599	2030185 Ontario Ltd.	\$ 252.00	\$ 299.00	\$ -	\$ 551.00
550-20008	7	11	1.09	0.441	N. Talbot Holdings Ltd.	\$ 186.00	\$ 220.00	\$ -	\$ 406.00
550-20009	7	12	1.03	0.417	2030185 Ontario Ltd.	\$ 176.00	\$ 208.00	\$ -	\$ 384.00
550-20010	7	12	1.26	0.510	Filippo Liburdi Construction Limited	\$ 215.00	\$ 254.00	\$ -	\$ 469.00
550-20011	7	12	1.29	0.522	2189165 Ontario Limited	\$ 220.00	\$ 260.00	\$ -	\$ 480.00
550-20012	7	12	1.00	0.405	Calframax Holdings Inc.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20014	7	12	3.00	1.214	2446126 Ontario Ltd.	\$ 512.00	\$ 605.00	\$ -	\$ 1,117.00
550-20018	7	RP 19 & 20	2.00	0.809	2612491 Ontario Ltd.	\$ 341.00	\$ 404.00	\$ -	\$ 745.00
550-20018	7	RP 18	1.00	0.405	2612491 Ontario Ltd.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20019	7	12	1.00	0.405	Matward Holdings Ltd.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20020	7	12	1.00	0.405	Calframax Holdings Inc.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20030	7	12 & 13	4.18	1.690	Detroit River Tunnel Company	\$ 2,137.00	\$ 624.00	\$ -	\$ 2,761.00
550-20189	7	12	0.84	0.340	2088307 Ontario Limited	\$ 143.00	\$ 170.00	\$ -	\$ 313.00
550-20190	7	12	1.00	0.405	Rycroft Capital Corporation	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20191	7	12	1.00	0.405	Del Duca Industrial Park Ltd.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20192	7	12	1.00	0.405	Del Duca Industrial Park Ltd.	\$ 171.00	\$ 202.00	\$ -	\$ 373.00
550-20194	7	12	2.00	0.809	Del Duca Industrial Park Ltd.	\$ 341.00	\$ 404.00	\$ -	\$ 745.00
550-20195	7	12	0.84	0.340	2076493 Ontario Ltd.	\$ 143.00	\$ 170.00	\$ -	\$ 313.00
550-20196	7	12	0.93	0.376	Sigma Engineering (Windsor) Inc.	\$ 159.00	\$ 188.00	\$ -	\$ 347.00
550-20197	7	12	0.81	0.328	Sigma Engineering (Windsor) Inc.	\$ 138.00	\$ 163.00	\$ -	\$ 301.00
550-20198	7	12	1.79	0.724	1307649 Ontario Limited	\$ 305.00	\$ 361.00	\$ -	\$ 666.00
550-20200	7	11	2.15	0.870	Carolcox Management Limited	\$ 367.00	\$ 434.00	\$ -	\$ 801.00
550-20230	7	11	1.17	0.473	2391472 Ontario Ltd.	\$ 200.00	\$ 236.00	\$ -	\$ 436.00
550-20240	7	RP 3	3.36	1.360	West Industries Inc.	\$ 573.00	\$ 678.00	\$ -	\$ 1,251.00
550-20240	7	RP 2	2.18	0.882	West Industries Inc.	\$ 372.00	\$ 440.00	\$ -	\$ 812.00

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
550-20260	7	11	0.91	0.368	Mamatas Real Estate Holdings Ltd.	\$ 155.00	\$ 184.00	\$ -	\$ 339.00
550-20300	7	11	2.82	1.141	Mamatas Real Estate Holdings Ltd.	\$ 481.00	\$ 569.00	\$ -	\$ 1,050.00
590-01000	7	10 to 12	2.83	1.144	Canada Southern Railway Co.	\$ 1,447.00	\$ 422.00	\$ -	\$ 1,869.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ 21,167.00	\$ 20,157.00	\$ -	\$ 41,324.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-02100	8	12	11.35	4.592	1061166 Ontario Inc.	\$ 1,206.00	\$ 1,550.00	\$ -	\$ 2,756.00
Total on Privately Owned - Agricultural Lands (grantable).....						\$ 1,206.00	\$ 1,550.00	\$ -	\$ 2,756.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-00900	8	11	13.30	5.382	Del Duca Industrial Park Ltd.	\$ 1,499.00	\$ 1,872.00	\$ -	\$ 3,371.00
540-00910	8	12	2.45	0.991	Ecotemp Investments Inc.	\$ 418.00	\$ 494.00	\$ -	\$ 912.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ 1,917.00	\$ 2,366.00	\$ -	\$ 4,283.00
TOTAL ASSESSMENT			148.69	60.171		\$ 28,710.00	\$ 32,807.00	\$ -	\$ 61,517.00

=====

1 Hectare = 2.471 Acres
Project No. REI2016D013
November 20th, 2019

CONSTRUCTION SCHEDULE OF ASSESSMENT

UPPER PART OF THE HURLEY RELIEF DRAIN

TOWN OF TECUMSEH

3. MUNICIPAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
County Road 46			2.31	0.935	County of Essex	\$ 1,281.00	\$ 928.00	\$ -	\$ 2,209.00
590-01200	7 & 8	11 & 12	0.67	0.271	Town of Tecumseh	\$ 163.00	\$ 141.00	\$ -	\$ 304.00
Total on Municipal Lands.....						\$ 1,444.00	\$ 1,069.00	\$ -	\$ 2,513.00

4. PRIVATELY OWNED - NON-AGRICULTURAL LANDS:

Tax Roll No.	Con. or Plan No.	Lot or Part of Lot	Acres Afft'd	Hectares Afft'd	Owner's Name	Value of Benefit	Value of Outlet	Value of Special Benefit	TOTAL VALUE
540-00920	8	11 & 12	4.73	1.913	Union Gas Ltd.	\$ 419.00	\$ 775.00	\$ -	\$ 1,194.00
540-01050	8	11	2.79	1.129	8707570 Canada Corp.	\$ 627.00	\$ 434.00	\$ 61,104.00	\$ 62,165.00
540-01100	8	11	3.25	1.315	Ioan Mihali	\$ 731.00	\$ 505.00	\$ -	\$ 1,236.00
540-01900	8	11	0.33	0.134	Ehsan Rostami & Mojgan Padash	\$ 80.00	\$ 51.00	\$ 36,271.00	\$ 36,402.00
590-01000	7	10 to 12	3.49	1.412	Canada Southern Railway Co.	\$ 1,275.00	\$ 544.00	\$ -	\$ 1,819.00
Total on Privately Owned - Non-Agricultural Lands.....						\$ 3,132.00	\$ 2,309.00	\$ 97,375.00	\$ 102,816.00

5. PRIVATELY OWNED - AGRICULTURAL LANDS (non-grantable):

<u>Tax Roll No.</u>	<u>Con. or Plan No.</u>	<u>Lot or Part of Lot</u>	<u>Acres Afft'd</u>	<u>Hectares Afft'd</u>	<u>Owner's Name</u>	<u>Value of Benefit</u>	<u>Value of Outlet</u>	<u>Value of Special Benefit</u>	<u>TOTAL VALUE</u>
540-00900	8	11	30.16	12.205	Del Duca Industrial Park Ltd.	\$ 2,709.00	\$ 4,945.00	\$ -	\$ 7,654.00
Total on Privately Owned - Agricultural Lands (non-grantable).....						\$ 2,709.00	\$ 4,945.00	\$ -	\$ 7,654.00
TOTAL ASSESSMENT			47.73	19.314		\$ 7,285.00	\$ 8,323.00	\$ 97,375.00	\$ 112,983.00

=====

1 Hectare = 2.471 Acres
Project No. REI2016D013
November 20th, 2019

SPECIFICATIONS

HURLEY RELIEF BRANCH DRAIN & UPPER PART OF THE HURLEY RELIEF DRAIN E09HU(44) (Geographic Township of Sandwich South)

TOWN OF TECUMSEH

I. GENERAL SCOPE OF WORK

The Hurley Relief Branch Drain & upper part of the Hurley Relief Drain comprises of open and enclosed drain portions. The drain extends from its outlet in the Little River Drain westerly across the 9th Concession Road where the drain then travels in a southerly direction from just north of King's Highway 401 in the centre of Concession 8, and then continues southerly to a point just north of County Road 46 (former King's Highway 98). The Hurley Relief Drain then travels westerly until intersecting with the Hurley Relief Branch Drain. The Hurley Relief Drain then travels generally in a southerly direction to the south limit of the retired Canadian National Railway lands now owned by Canada Southern Railway Co. The Hurley Relief Branch Drain travels generally in a southwest direction from its junction with the Hurley Relief Drain, across County Road 46 and along the northerly side of the former railway until it reaches the east limit of the 8th Concession Road, then south along the east side of the roadway and westerly under the roadway to the west side.

The work on the Hurley Relief Branch Drain will extend from its outlet, as noted on the plans, and proceed southwesterly to the upstream end of the open drain. The work on the upper part of Hurley Relief Drain will extend from the Branch outlet, as noted on the plans, and proceed southerly to the upstream end of the open drain at the north limit of parcel 590-01000. The work under this project generally comprises of improvements to the open Hurley Relief Branch Drain to provide a suitable cross section for conveyance of flows, flushing and cleaning of existing bridges and enclosures; along with the addition and replacement of an enclosure along the course of the upper part of the Hurley Relief Drain. Work on the drain includes tile end improvements, supply and installation of quarried limestone on filter cloth general erosion protection and rock chute inlets along with a swale. The proposed work is intended to address the repair and improvement of the open drains, bridges and enclosures, tile end improvements, and erosion protection in accordance with current standards. The Contractor is advised that Enbridge Union Gas has some high pressure large diameter gas mains including east-west along the north side of County Road 46, east-west along the south side of the former railway corridor and north-south along the east side of 8th Concession Road. Third party inspection by an Enbridge Union Gas representative will be required when digging within 1.5m of these pipelines and the Contractor shall coordinate this with Union Gas while completing its works.

All work shall be carried out in accordance with these specifications, the plans forming part of this drainage project, as well as the Standard Details included in **Appendix "REI-C"**. All work carried out under this project shall be completed to the full satisfaction of the Town Drainage Superintendent and the Consulting Engineer.

II. E.R.C.A. AND D.F.O. CONSIDERATIONS

The Contractor will be required to implement stringent erosion and sedimentation controls during the course of the work to help minimize the amount of silt and sediment being carried downstream into the Little River Drain. It is intended that work on this project be carried out during relatively dry weather to ensure proper site and drain conditions and to avoid conflicts with sediment being deposited into the outlet drainage systems. All disturbed areas shall be restored as quickly as possible with grass seeding and mulching installed to ensure a protective cover and to minimize any erosion from the work sites subsequent to construction. The

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

Contractor may be required to provide temporary silt fencing and straw bales as outlined further in these specifications.

All of the work shall be carried out in accordance with any permits or authorizations issued by the Essex Region Conservation Authority (E.R.C.A.) or the Department of Fisheries and Oceans (D.F.O.), copies of which will be provided, if available, and the notes in **Appendix “REI-A”**. The Contractor is advised that no work may be carried out in the existing drain from March 15th to June 30th of any given year because the drain is directly connected to a downstream drain that is classified as sensitive to impacts on aquatic life and habitat by E.R.C.A. and D.F.O.

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

- a) As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
- b) All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
- c) To prevent sediment entry into the Drain, in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with related Ontario Provincial Standards. It is incumbent on the proponent and their Contractors to ensure that sediment and erosion control measures are functioning properly and are maintained and upgraded as required.
- d) Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
- e) All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.

III. M.N.R.F. & M.E.C.P. CONSIDERATIONS

The Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk former Town agreement with M.N.R.F. pursuant to Section 23 of the “Endangered Species Act, 2007” expired as of June 30th, 2015. The former agreements are replaced with new legislation provisions under Ontario Regulation 242/08, Section 23.9 administered by the Ministry of Environment, Conservation and Parks (M.E.C.P.) which allows repairs, maintenance and improvements to be conducted by the Town within existing municipal drains. These works are exempt from Sections 9 and 10 of the Endangered Species Act provided that the rules in the regulations are followed. When eligible, the new regulations allow Municipalities to give notice to M.N.R.F. by registering their drainage activities through an online registry system.

The Contractor is to note that this project is subject to the Ministry of Natural Resources & Forestry (M.N.R.F.) Species at Risk (S.A.R.) Mitigation Plan for Drainage Works (March 2018-17-4938) that the Town has prepared to address the Endangered Species Act (E.S.A.), 2007. Section 6.0 of the Mitigation Plan indicates that snake species are a concern for this work area and although turtles are not indicated, they are mobile and could be encountered. The Mitigation

Plan includes measures to be followed as outlined in “Section 7.0 Mitigation Measures” of the document and a copy of same as it relates to turtles and snakes is included in **Appendix “REI-B”**. Providing mitigation requirements are implemented, present wildlife Species at Risk will be protected from negative impacts and the works will not contravene Section 9 (species protection) or Section 10 (habitat protection) of the Endangered Species Act, 2007. Based on this information we find that the Contractor can proceed with the eligible repairs, maintenance and improvements to the drain as they are exempt under Sections 9 and 10 of the Act, provided that the Contractor follows the rules within Ontario Regulation 242/08 and the Mitigation Measures in the Town S.A.R. Mitigation Plan. To address these requirements the Town has established comprehensive mitigation measures as well as species identification guides for reference. A copy of the relevant information that was provided by them is included herein as part of **Appendix “REI-B”**.

The Contractor is to review **Appendix “REI-B”** in detail and is required to comply, in all regards, with the contents of said M.N.R.F.-M.E.C.P. and Town information, or any future requirements, and follow the special requirements therein included, during construction. If a threatened or sensitive species is encountered, the Contractor shall notify the Town and M.N.R.F.-M.E.C.P. and provide all the equipment necessary for handling the species and cooperate fully with the Town and M.N.R.F.-M.E.C.P. staff in the handling of the species.

IV. ACCESS TO WORK

The Contractor is advised that the majority of the work to be carried out on the Hurley Relief Branch Drain extends overtop and along the south side of the covered drain north of County Road 46, and overtop and along the southeast side of the drain on the south side of County Road 46 and along the former railroad corridor. Likewise, for the upper part of the Hurley Relief Drain, the majority of the work to be carried out extends along the east side of the drain to the east property limit on the portion south of County Road 46, and overtop and on the west side of the drain north of County Road 46. The Contractor shall have access for a minimum width of 6.0 metres (20 feet) overtop and abutting the proposed drainage works. The Contractor may utilize the work area as necessary, to permit the completion of all of the work required to be carried out for this project along with an area sufficient to spread the excavated material to a maximum depth of 100mm on the adjacent lands beyond any grass buffer, gravel lot or driveway access. The Contractor shall also have access along the roadway boulevard at grass areas and through the driveways from County Road 46 and the 8th Concession Road adjacent to the Hurley Relief Branch Drain and upper part of the Hurley Relief Drain as necessary to access the open drains and carry out the work on the existing drains, access bridges, and enclosures as set out on the plans and in these specifications, along with a sufficient area in the vicinity of the bridges and enclosures to carry out the removal of the sediment, installation of the replacement pipes, any pipe removals and ancillary work.

The Contractor shall ensure that the traveling public is protected at all times while utilizing the roadway for its access. The Contractor shall provide traffic control, including flag persons when required. Should the Contractor have to close any affected roadways for the proposed works, it shall obtain the permission of the County of Essex and the Town of Tecumseh Public Works Departments, the Town of Tecumseh Drainage Superintendent, and the Consulting Engineer, and arrange to provide the necessary notification of detours around the site. The Contractor shall also ensure that all emergency services, school bus companies, etcetera are contacted about the disruption to access at least 48 hours in advance of same. All detour routes shall be established in consultation with the County of Essex and the Town of Tecumseh Public Works Departments.

Specifications - Hurley Relief Branch Drain &
 Upper Part of the Hurley Relief Drain – E09HU(44)
 (Geographic Twp. of Sandwich South)
 Town of Tecumseh - REI2016D013

Throughout the course of the work it is imperative that the Contractor protect as much landscaping and vegetation as possible when accessing along the drain. This will be of particular concern along the grass buffer and driveway areas abutting the drain. Any accesses or areas used in carrying out the works are to be fully restored to their original conditions by the Contractor at its cost, including topsoil placement and lawn restoration as directed by the Town Drainage Superintendent and the Consulting Engineer. Restoration shall include but not be limited to all necessary levelling, grading, shaping, topsoil placement, seeding, mulching, and granular placement required to make good any damage caused.

V. REMOVAL OF BRUSH, TREES AND RUBBISH

Where there is any brush, trees or rubbish along the course of the drainage works from top of bank to top of bank, including the full width of the work access, all such brush, trees or rubbish shall be close cut and grubbed out, and the whole shall be chipped up for recycling, burned or otherwise satisfactorily disposed of by the Contractor. The brush and trees removed along the course of the work are to be cut as close to the ground as practicable and within the drain banks parallel to the side slopes. Except as noted herein, stumps shall be left in place and shall be sprayed with a single application of stump killer (Diphenoprop BK700 or approved equal). Dead trees on the top of the east bank and any trees or tree branches that overhang the drain shall be removed and trimmed. All removed materials shall be put into piles by the Contractor in locations adjacent to the drain and within the working corridors, where they can be safely chipped and disposed of, or burned by it, or hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. In all cases, trees and brush shall be stockpiled on the property on which they were cut. Prior to and during the course of any burning operations, the Contractor shall comply with the guidelines prepared by the Air Quality Branch of the Ontario Ministry of the Environment, and shall ensure that the Environmental Protection Act is not violated and the requirements of the Town burning by-laws as set out **Appendix "REI-D"** are followed. The Contractor shall assume all responsibility for control of the burn, obtaining all utility locates in the area of each burn site, all responsibility for liabilities related to the burning of the brush and smoke generated, and will be required to notify the local fire authorities to obtain any permits and co-operate with them in the carrying out of any work. The removal of brush and trees shall be carried out in close consultation with the Town Drainage Superintendent or Consulting Engineer to ensure that no decorative trees or shrubs are disturbed by the operations of the Contractor that can be saved. It is the intent of this project to save as many trees and bushes as practical on private lands adjacent to the drain and within the working corridors, especially mature trees beyond the drain sideslopes. The landowners will be requested to mark trees that they wish to save if possible and the Contractor shall review the removal of trees with the Town Drainage Superintendent or Consulting Engineer.

The Contractor shall protect all other trees, bushes, and shrubs located along the length of the drainage works except for those trees that are established, in consultation with the Town Drainage Superintendent, the Consulting Engineer, and the Owners, to be removed as part of the works. The Contractor shall note that protecting and saving the trees may require the Contractor to carry out hand work around the trees, bushes, and shrubs to complete the necessary final site grading and restoration.

Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.

The Contractor shall remove all deleterious materials and rubbish along the course of the open drain and any such materials located in the bridge culverts and enclosures while carrying out its

cleaning of same. All such deleterious materials and rubbish shall be loaded up and hauled away by the Contractor to a site to be obtained by it at its cost.

VI. FENCING

Where it is necessary to take down any fence to proceed with the work, the same shall be done by the Contractor across or along that portion of the work where such fence is located. The Contractor will be required to exercise extreme care in the removal of any fencing so as to cause a minimum of damage to same. The Contractor will be required to reinstall any fence that is taken down in order to proceed with the work, and the fence shall be reinstated in a neat and workmanlike manner. The Contractor will not be required to procure any new materials for rebuilding the fence provided that it has used reasonable care in the removal and replacement of same. When any fence is removed by the Contractor, and the Owner thereof deems it advisable and procures new material for replacing the fence so removed, the Contractor shall replace the fence using the new materials and the materials from the present fence shall remain the property of the Owner.

VII. DETAILS OF OPEN DRAIN WORK

The open drain shall be excavated to the lines, levels, grades and cross-sections as shown on the accompanying drawings, or as may be further established by the Town Drainage Superintendent or the Engineer at the time of the work. The drains shall be carefully excavated so as not to disturb the existing banks, rock protection and vegetation, except for those portions of the drain where widening or restoration of a stable drain bank configuration is required. The bottom width of the drains and the sideslopes of the excavation shall conform to the dimensions given on the drawings.

The drains shall be of the size, type, depth, etcetera as shown on the accompanying drawings. When completed, the drain shall have a uniform and even bottom and in no case shall such bottom project above the grade line, as shown on the accompanying drawings, and as determined from the Bench Marks. The finished side slopes of the drains shall be no steeper than 1.5 metres horizontal to 1.0 metre vertical.

The excavated material to be cast onto the adjoining agricultural lands shall be well and evenly spread over a sufficient area so that no portion of the excavated earth is more than 100mm in depth. The material shall be kept at least 1.2 metres clear from the finished edge of the drains, care being taken not to fill up any existing tiles, ditches, furrows or drains with the excavated material. The excavated material to be spread upon the lands shall be free from rocks, cobbles, boulders, stumps, rubble, rubbish or other similar material and these materials, if encountered, shall be hauled away by the Contractor and disposed of at a site to be obtained by it at its expense.

Where the drains cross any lawn, garden, orchard, roadway, parking area or driveway, the excavated material for the full width of the above-mentioned areas shall be hauled away by the Contractor and disposed of to a site to be obtained by the Contractor at its expense. All work at the disposal site shall be established between the Contractor and the site owner. The Contractor shall be responsible for any permits required and shall provide copies of same to the Town and Consulting Engineer when requested.

Where there is any brush or rubbish in the course of the drains, including both side slopes of the drain, all such brush or rubbish shall be close cut and grubbed out. Where there is any brush or

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

rubbish where the earth is to be spread, or on that strip of land between where the earth is to be spread and the edge of the drains, all such brush or rubbish shall be close cut and grubbed out. The whole is to be burned, chipped or otherwise satisfactorily disposed of by the Contractor.

VII. DETAILS OF BRIDGE & ENCLOSURE WORK

The Contractor shall provide all material, labour and equipment to repair and improve the existing access bridges and enclosures in the Hurley Relief Branch Drain and upper part of the Hurley Relief Drain requiring work, along with endwall repairs and other improvements as noted.

All existing corrugated steel pipes slated to be removed shall be replaced with new aluminized steel Type II corrugated Hel-Cor pipe, or Boss 2000 320 kPa H.D.P.E. smooth wall plastic pipe, or equal. All steel piping sections shall be connected by the use of 9 corrugation (9-C) or hugger band bolted couplers installed around the complete circumference of the pipe in accordance with the manufacturer's recommendations. Plastic piping shall be connected together with wrap couplers installed in accordance with the manufacturer's recommendations. Each coupler shall be wrapped in filter cloth material around the complete circumference to ensure that there will be no soil migration through the joints and into the pipe through said connections. Where pipes are in close proximity of trees or shrubs, the Contractor shall employ bell and gasket joints.

The culvert pipe and enclosure replacements on this project shall be set to the grades as shown on the plans or as otherwise established herein and the Town Drainage Superintendent or the Consulting Engineer may make minor changes to the pipe alignment as they deem necessary to suit the site conditions. All work on the bridges and enclosures shall be carried out in general accordance with the items in the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"** attached to this report and labelled **Appendix "C"**.

VIII. ACCESS BRIDGE & ENCLOSURE PIPE INSTALLATION

The new corrugated steel pipes (C.S.P.) to be installed on this project shall be aluminized steel type II with the corrugation profile specified on the plans or in the schedule of items and prices. Pipes are required to be provided in the longest lengths that are available. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured 9-C or hugger band bolted coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints.

The new heavy duty smooth wall High Density Poly Ethylene (H.D.P.E.) plastic pipes to be installed on this project are required to be provided in the longest lengths that are available, and shall be no less than 2.0 metres long when shorter sections are needed to meet the overall pipe length. All plastic pipe shall be 320 kPa strength and have a C.S.A. stamp. Where the overall access pipe length exceeds the standard pipe lengths, the Contractor shall connect the pipe sections together by use of a manufactured wrap coupler installed in accordance with the manufacturer's recommendations. All coupler joints shall be wrapped with a layer of filter cloth around the complete circumference that extends a minimum of 100mm beyond the coupler on each end, to ensure a positive seal against soil migration through the joints. Plastic pipe ends shall be secured

against flotation. Where pipes are immediately adjacent to trees or shrubs the Contractor shall employ bell and gasket joints for the plastic pipes.

The Contractor shall note that the placement of any new culvert or enclosure pipe shall be performed totally in the dry and it shall be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. As part of the work, the Contractor will be required to clean out the drain along the full length of the pipe and for a distance of 3.05 metres (10 ft.) upstream and downstream of the pipe. The Contractor shall note that the pipe inverts are set approximately 10% of the pipe diameter below the drain bottom to provide the embedment required by E.R.C.A. and D.F.O.

The installation of the complete length of the new culvert or enclosure pipe, including all appurtenances, shall be completely inspected by the Town Drainage Superintendent or the Consulting Engineer's Inspector prior to backfilling any portions of same. Under no circumstance shall the Contractor commence the construction or backfill of the new culvert or enclosure pipe without the site presence of the Town Drainage Superintendent or the Consulting Engineer's Inspector to inspect and approve said installation. The Contractor shall provide notice to the Town Drainage Superintendent or the Consulting Engineer a minimum of two (2) working days prior to commencement of the work. The installation of the new culvert structures are to be performed during normal working hours of the Town Drainage Superintendent and the Consulting Engineer from Monday to Friday unless written authorization is provided by them to amend said working hours.

For the access bridge and enclosure installations in roadway, driveway or parking areas, once the new aluminized steel type II corrugated pipe, or the H.D.P.E. plastic pipe has been satisfactorily set in place, the Contractor shall completely backfill same with granular material M.T.O. Type "B" O.P.S.S. Form 1010 with the following exception. The top 305mm (12") of the backfill material for the full top width of the access, and the full top width of the drain or the excavated trench, and any approaches to and transitions shall be granular material M.T.O. Type "A" O.P.S.S. Form 1010. All of the driveway approach areas extending from the Municipal or County roadway, or parking lot to the new bridge culvert shall be backfilled with compacted granular material M.T.O. Type "A" O.P.S.S. Form 1010, but only after all topsoil material has been completely removed and disposed of, and the minimum thickness of this granular material shall be 305mm (12"). All areas outside of the roadway and access driveway or parking lot areas shall be backfilled with native material compacted to 96% of Standard Proctor Density and topped with a minimum of 50mm of topsoil, and receive seed and mulch.

For hard surface driveway crossings, the top 305mm (12") of the backfill over the pipe below the hard surface treatment shall comprise granular material M.T.O. Type "A" O.P.S.S. Form 1010 compacted to a minimum of 100% Standard Proctor Density. The Contractor shall at all times be very careful when performing its backfilling and compaction operations so that no damage is caused to the pipe. To ensure that no damage is caused to the proposed pipe, alternative methods of achieving the required backfill compaction shall be submitted to the Consulting Engineer or the Town Drainage Superintendent for their approval prior to the commencement of this work. The Contractor shall restore any asphalt surface by placing a minimum of the existing thickness or a 90mm minimum thickness of Type HL-4 hot mix asphalt. The asphalt shall be supplied and placed in two (2) approximately equal lifts compacted to a value ranging from 92% to 96% of maximum relative density as per O.P.S.S. 310. On roadways, the Contractor shall provide a stepped asphalt repair to minimize differential movement between the trench area and adjacent roadway. For existing concrete driveways the Contractor shall carefully remove the concrete to the nearest expansion joint. The concrete driveway shall be restored to the original length and width that

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

2019-11-20

was removed and include 150mm thick, 30MPa concrete, with 6% \pm 1% air entrainment and 6x6-6/6 welded wire fabric reinforcing installed at the midpoint of the slab. All slab surfaces shall be finished to provide an appearance approximating the finish on the existing concrete driveway abutting the replacement.

The Contractor will be responsible to restore any damage caused to the roadways at its cost. All damaged hard surface roadway areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work. The extent of the repairs shall be established in consultation with the Town Drainage Superintendent, the Road Authority, and the Consulting Engineer and the repairs shall be completed to their full satisfaction.

The Contractor shall protect existing concrete headwalls wherever possible. The Contractor shall carefully extract the existing pipe from the wall, cautiously enlarge the opening as required, and install the new replacement pipe through the salvaged wall. The new pipe shall be thoroughly grouted in place for the full thickness of each headwall, with the surface finish of the grout blended to match to the existing concrete headwall finish, as closely as possible. Grout used for the wall repair shall be in pre-mixed bags or shall comprise of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix and the grouted mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that any intercepted pipes along the length of the existing culverts or enclosures are to be extended and connected at its cost to the new pipe unless otherwise noted in the accompanying drawings.

The Contractor shall also note that the placing of the new access bridge culverts and enclosures shall be completed so that they totally comply with the parameters established and noted in the Bridge Details and Tables for each culvert replacement or new installation. These culverts shall be set on an even grade and the placement shall be performed totally in the dry, and the Contractor should be prepared to take whatever steps are necessary to ensure same, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor shall also be required to supply a minimum of 100mm (4") of 20mm (3/4") clear stone bedding underneath the culvert pipe extending from the bottom of the drain to the culvert invert grade, all to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. Furthermore, if an unsound base is encountered, it must be removed and replaced with 20mm (3/4") clear stone satisfactorily compacted in place to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The Contractor is to note that when replacing the access bridge or enclosure pipe, it shall be required to excavate a trench having a width not less than the new pipe outside diameter plus a 600mm working width on both sides of the new pipe to allow for proper installation of granular backfill and compaction of same. The Contractor shall also note that all pipe installations are to be carried out with approximately 10% of their diameter embedded below the drain design bottom, as shown and noted on the plan and profiles for each of the access bridge or enclosure installations.

IX. REMOVALS

Where existing access bridges and enclosures are to be completely removed and replaced, the Contractor shall be required to excavate and completely extract the existing culvert pipe or concrete structure and the existing endwalls in their entirety, excluding poured concrete headwalls that are to be re-used, as well as any other deleterious materials that may be encountered in removing same. The Contractor shall neatly saw cut any concrete or asphalt surfaces over the pipes for a sufficient width to allow for the safe removal of same or go to the

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

nearest expansion joint panel of the concrete driveways. The Contractor shall also be required to completely dispose of all removed materials to a site to be obtained by it at its own expense. The Contractor shall note that if some headwalls are shown to remain in place, the Contractor shall protect same and carry out its work for the pipe replacement as noted above and dispose of any debris resulting from the work.

All unsuitable and deleterious materials from the excavation and removal of the existing bridge and enclosure culverts and drain cleaning shall be hauled away and disposed of by the Contractor to a site to be obtained by it at its expense. Likewise, any material excavated to allow for the granular approaches to the bridge, driveway transitions, or installation of new headwalls shall also be hauled away and disposed of by the Contractor at its expense.

X. PRECAST CONCRETE HEADWALL AND SLOPED END PROTECTION

Unless otherwise shown or noted, the Contractor is to provide new precast concrete block headwalls or sloped quarried limestone on non-woven filter cloth end protection for the access bridges and enclosures being replaced or repaired under this project.

Where sloped end protection is specified, the top 305mm (12") of backfill material over the ends of the enclosure or access pipe, from the invert of said pipe to the top of the driveway or ground elevation of the access bridge or enclosure, shall be quarried limestone. The quarried limestone shall be provided as shown and detailed on the plans or as indicated in the Standard Specifications in **Appendix "REI-C"** and shall be graded in size from a minimum of 100mm (4") to a maximum of 250mm (10"). The quarried limestone to be placed on the sloped ends of an access bridge or enclosure shall be underlain with a synthetic **non-woven** geotextile filter fabric. The sloped quarried limestone protection is to be rounded as shown on the plan details and shall also extend along the drain side slopes to a point directly in line with the ends of the culvert pipe. The road side approach to the entrance shall be provided with a minimum 5.0m radius at each end of the driveway entrance. All work shall be completed to the full satisfaction of the Project Drainage Superintendent or the Consulting Engineer.

The installation of the sloped quarried limestone end protection, unless otherwise specified herein, shall be provided in total compliance with Item 2, Item 3, and Item 4 of the **"STANDARD SPECIFICATIONS FOR ACCESS BRIDGE CONSTRUCTION"**. These are attached to the back of these specifications and labelled **Appendix "REI-C"**. The Contractor shall comply in all respects with the General Conditions included in Item 4 and the **"Typical Quarried Limestone End Protection Detail"** also in **Appendix "REI-C"**.

Where shown on the plans, the Contractor shall install precast concrete block on filter cloth walls on the ends of the bridge or enclosure. The blocks shall be a minimum of 600X600X1200mm in size as available from Wolseley Underground Specialties, Windsor Ontario, or equal, and installed as set out in **Appendix "REI-C"**. Vertical joints shall be staggered by use of half blocks where needed and wingwall deflections shall employ 45 degree angled blocks where shown. The installation of the endwalls, as well as the backfilling of the pipe where applicable, shall be provided in compliance with Items 1), 3), and 4) of the **"Standard Specifications for Access Bridge Construction"** attached within **Appendix "REI-C"** and in total compliance and in all respects with the General Conditions included in Item 4) of said Appendix. The Contractor, in all cases, shall comply with these specifications and upon completion of the stacked precast concrete end protection installation shall restore the adjacent areas to their original conditions. The Contractor shall supply 1.0 metre wide quarried limestone on filter cloth rock protection adjacent to the headwalls at each end of the pipe. All rock protection shall be 305mm (12") thick, installed on non-woven filter cloth, and

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

shall be installed in accordance with Item 2) of the **"Standard Specifications for Access Bridge Construction"**.

IX. GENERAL QUARRIED LIMESTONE EROSION PROTECTION

At all of the swale and furrow locations entering the drain, it is required that general quarried limestone erosion protection and rock chutes be provided on the drain slopes, at the locations indicated, and to the widths generally shown within the details and notes included in the accompanying drawings. The rock chutes shall be v-shaped and constructed to direct all flows through the centre portion of the rock chute. Where the drain banks are showing erosion or slumping and distress, the Contractor shall provide quarried limestone on filter cloth general erosion protection as outlined below. Protection locations shall be as established in consultation with the Town Drainage Superintendent and Consulting Engineer and shall include the areas noted on the profiles.

The quarried limestone erosion protection shall be embedded into the sideslopes of the drain a minimum thickness of 305mm and shall be underlain in all cases with non-woven synthetic filter mat. The filter mat shall not only be laid along the flat portion of the erosion protection, but also contoured to the exterior limits of the quarried limestone and the unprotected slope. The width of the general erosion protection shall be as established in the accompanying drawings or as otherwise directed by the Town Drainage Superintendent or the Consulting Engineer during construction. In placing the erosion protection the Contractor shall carefully tamp the quarried limestone pieces into place with the use of the equipment bucket so that the erosion protection when completed will be consistent, uniform and tightly laid. In no instance shall the quarried limestone protrude beyond the exterior contour of the unprotected drain sideslopes along either side of said protection. The synthetic filter mat to be used shall be non-woven geotextile GMN160 conforming to O.P.S.S. 1860 Class I, as available from Armtec Construction Products, or equal. The quarried limestone to be used shall be graded in size from a minimum of 100mm to a maximum of 250mm, and is available from Walker Aggregates Amherst Quarries, in Amherstburg, Ontario, or equal.

X. BENCH MARKS

Also, for use by the Contractor, we have established a number of Bench Marks along the course of the work for the Hurley Relief Branch Drain and upper part of the Hurley Relief Drain, as shown on the plans. The Contractor shall work with the Town Drainage Superintendent or Consulting Engineer to transfer the bench mark as necessary to be used in setting the drain and pipe design grades.

In all cases, the Contractor is to utilize the specified bench mark and drain grades to control its work. The Contractor shall ensure that it takes note of the direction of flow and sets all grades to assure that all flows go southeasterly to easterly for the Hurley Relief Branch Drain and northerly for the upper part of the Hurley Relief Drain to match the direction of flow within the drain. The Contractor's attention is drawn to the fact that the pipe invert grades established herein provide for the pipes to be set approximately 10% of their diameter or rise below the existing drain bottom or the design grade of the drain, whichever is lower.

XI. ANCILLARY WORK

During the course of any work to the bridges or enclosures along the course of the work, the Contractor will be required to protect or extend any existing tile ends or swales and connect them to the drainage works to maintain the drainage from the adjacent lands. All existing pipes and tiles shall be extended utilizing solid Big 'O' "standard tile ends" or equal plastic pipe of the same

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

diameter as the existing tile and shall be installed in accordance with the **“Standard Lateral Tile Detail”** included in the plans, unless otherwise noted. Connections shall be made using a manufactured coupling where possible. Wherever possible, pipes and tiles shall be extended to outlet beyond the end of any access culverts or enclosures. When required, openings into new pipes shall be neatly bored, saw cut or burned with a torch to the satisfaction of the Town Drainage Superintendent or the Consulting Engineer. All cuts to steel pipes shall be touched up with a thick coat of zinc rich paint (Galvicon or equal) in accordance with the manufacturer's recommendations. For other connections, the Contractor shall utilize a grouted connection. Grouted mortar joints shall be composed of three (3) parts of clean, sharp sand to one (1) part of Portland cement with just sufficient water added to provide a stiff plastic mix, and the mortar connection shall be performed to the full satisfaction of the Town Drainage Superintendent or the Consulting Engineer. The mortar joint shall be of a sufficient mass around the full circumference of the joint on the exterior side to ensure a tight, solid seal. The Contractor is to note that any intercepted pipes along the length of the existing culverts are to be extended and connected to the open drain unless otherwise noted in the accompanying drawings.

Where the bridge or enclosure installation interferes with the discharge of an existing swale, the Contractor shall re-grade the existing swales to allow for the surface flows to freely enter the drain. Any disturbed grass areas shall be fully restored with topsoil, seed and mulch.

All granular backfill for the bridge and enclosure installations shall be satisfactorily compacted in place to a minimum Standard Proctor Density of 98% by means of mechanical compaction equipment. All other good, clean, native fill material or topsoil to be utilized, where applicable, shall be compacted in place to a minimum Standard Proctor Density of 95%. All of the backfill material, equipment used, and method of compacting the backfill material shall be provided and performed to the full satisfaction of the Project Drainage Superintendent or Consulting Engineer.

Where the Contractor removes concrete or asphalt hard surfaces over the pipes, the Contractor shall restore the hard surfaces as previously outlined. The Contractor will be responsible to restore any damage caused to these hard surfaces at its cost. All damaged hard surface areas shall be neatly saw cut and the damaged materials removed and disposed of by the Contractor prior to carrying out any restoration work.

The new C.S.P. or H.D.P.E. pipes for these bridge or enclosure installations are to be provided with a minimum depth of cover measured from the top of the pipe of 305mm (12") for a round pipe and 500mm for a pipe arch. If the bridge culvert pipes are placed at their proper elevations, same should be achieved. If the Contractor finds that the minimum cover is not being met, they shall notify the Town Drainage Superintendent and the Consulting Engineer immediately so that steps can be taken to rectify the condition prior to the placement of any backfill. The minimum cover requirement is **critical** and must be attained. In order for these new access bridge culverts or enclosures to properly fit the channel parameters, **all of the design grade elevations must be strictly adhered to.**

As a check, all of the above access bridge and enclosure culvert design grade elevations should be confirmed before commencing to the next stage of the access bridge or enclosure installation. The Contractor is also to check that the pipe invert grades are correct by referencing the primary Bench Mark provided on the plans.

Although it is anticipated that the culvert installation at each site shall be undertaken in the dry, the Contractor shall supply and install a temporary straw bale or silt curtain check dam in the drain bottom immediately downstream of each culvert site during the time of construction. The straw bale or silt curtain check dam shall be to the satisfaction of the Town Drainage Superintendent or Consulting Engineer and must be removed upon completion of the construction. The check dam materials may be re-used at each site subject to their condition. All

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

costs associated with the supply and installation of this straw bale or silt curtain check dam shall be included in the cost bid for the bridge or enclosure replacements.

XII. TOPSOIL, SEED AND MULCH

The Contractor will be required to protect grass buffers and driveway accesses along the top of the drain bank where they currently exist. Where any of these are damaged, they shall be fully restored including placement of topsoil. The topsoil shall be prepared for seeding as noted further in these specifications. Should the existing topsoil be treated to prevent grass growth, the Contractor shall strip the existing topsoil material back and spread it on the adjacent field and supply 50mm thick imported topsoil, or topsoil material scavenged from the drain banks at rock protection locations, that is suitable for growing grass.

The Contractor shall be required to restore all existing grassed areas and drain side slopes damaged by the structure replacements or installations, construction or cutting of the drain cross section, by placing topsoil, and then seed and mulch over said areas including any specific areas noted on the bridge and enclosure details. The Contractor shall be required to provide all the material and to cover the above mentioned surfaces with approximately 50mm of good, clean, dry topsoil on slopes and 100mm of good, clean, dry topsoil on horizontal surfaces, fine graded and spread in place ready for seeding and mulching. The placing and grading of any topsoil shall be carefully and meticulously carried out in accordance with Ontario Provincial Standard Specifications, Form 802 dated November 2010, or as subsequently amended, or as amended by these specifications and be readied for the seeding and mulching process. The seeding and mulching of all of the above mentioned areas shall comply in all regards to Ontario Provincial Standard Specifications, Form 803 dated November 2010 and Form 804, dated November 2013, or as subsequently amended, or as amended by these specifications. The seeding mixture shall be the Standard Roadside Mix (Canada No. 1 Lawn Grass Seed Mixture) as set out in O.P.S.S. 804. All cleanup and restoration work shall be performed to the full satisfaction of the Town Drainage Superintendent or Engineer.

When all of the work for this installation has been completed, the Contractor shall ensure that positive drainage is provided to all areas, and shall ensure that the site is left in a neat and workmanlike manner, all to the full satisfaction of the Town Drainage Superintendent or Engineer.

XIII. SPECIAL PROVISIONS FOR BRIDGES & ENCLOSURES, REPAIR & IMPROVEMENTS

The Contractor shall provide for the construction and improvements to the access bridges and enclosures along the Hurley Relief Branch Drain, for the structures noted, as follows:

HURLEY RELIEF BRANCH DRAIN

Station 0+000.0 to Station 0+642.2

The Contractor shall carry out cleaning of the drain pipes as set out in the report and plans to remove accumulated sediment and restore the drain to the profile grade on the plans, including removal of any deleterious materials, all loading, hauling and disposal of material. All work shall be carried out in accordance with the plans, these specifications and the requirements in **Appendix "REI-C"**.

Timing of work on the enclosures shall be established in consultation with the property owners.

UPPER PART OF THE HURLEY RELIEF DRAIN

Timing of work on the enclosures shall be established in consultation with the property owners. The Contractor shall provide for the construction and improvements to the access bridges and enclosures along the upper part of the Hurley Relief Drain, for the structures noted, as follows:

Enclosure 1 – Parcel 540-01050

The Contractor shall provide all material, labour, and equipment to construct a new enclosure for a future parking lot servicing parcel 540-01050, consisting of 65.0 metres (213.3 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty High Density Polyethylene (H.D.P.E.) plastic pipe and wrap couplers, granular backfill, granular 'A' driveway, with quarried limestone on filter cloth protection on both ends of the enclosure in the upper part of the Hurley Relief Drain. The new enclosure shall be constructed within the existing open drain on parcel 540-01050 south of County Road 46 as seen on the attached plans in **Appendix "REI-E"**. This location shall be the exact designated location of this access bridge enclosure culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new access bridge enclosure must be approved in writing by the Engineer.

The Contractor shall provide all labour, material and equipment to perform brushing and grubbing works for an approximate 6.0m working easement, cut and shape the open swale alignment along east property limit including excavation, spreading excess fill on adjacent lands to the west, compaction, grading swale where shown on cross sections with maximum 3.0 to 1.0 (H:V) side slopes to allow for maintenance, fine grading, hydro-seeding and mulch to restore newly formed swale banks, clean up and restoration, approximately 64.5 lineal metres (approximately 150 cubic metres) complete.

Enclosure 3 – Parcel 540-01900

The Contractor shall provide all material, labour, and equipment to construct a replacement enclosure for parcel 540-01900, consisting of 51.0 metres (167.3 ft.) of 900mm diameter, 320 kPa smooth wall heavy duty High Density Polyethylene (H.D.P.E.) plastic pipe and wrap couplers or bell and gasket joints adjacent trees and shrubs with quarried limestone on filter cloth protection on the north end of the enclosure in the upper part of the Hurley Relief Drain, and a concrete collar connection to the pipe under the road. The new pipe shall be constructed in place of the existing enclosed drain north of County Road 46 as seen on the attached plans in **Appendix "REI-E"**. This location shall be the exact designated location of this enclosure culvert unless otherwise directed by the property owner and the Town Drainage Superintendent, prior to the construction of same. Any changes to the location of the new enclosure must be approved in writing by the Engineer.

XIV. GENERAL CONDITIONS

- a) The Town Drainage Superintendent or Consulting Engineer shall have authority to carry out minor changes to the work where such changes do not lessen the efficiency of the work.
- b) The Contractor shall satisfy itself as to the exact location, nature and extent of any existing structure, utility or other object which it may encounter during the course of the work. The

Specifications - Hurley Relief Branch Drain &
Upper Part of the Hurley Relief Drain – E09HU(44)
(Geographic Twp. of Sandwich South)
Town of Tecumseh - REI2016D013

Contractor shall indemnify and save harmless the County of Essex, the Town of Tecumseh and the Consulting Engineer and their representatives for any damages which it may cause or sustain during the progress of the work. It shall not hold the County of Essex, the Town of Tecumseh or the Consulting Engineer liable for any legal action arising out of any claims brought about by such damage caused by it.

- c) The Contractor shall provide a sufficient number of layout stakes and grade points so that the Drainage Superintendent and Consulting Engineer can review same and check that the work will generally conform to the design and project intent.
- d) The Contractor will be responsible for any damage caused by it to any portion of the Municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of the road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads. If any part of the travelled portion of the road is damaged by the Contractor, the Municipality shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Municipality. The Contractor, upon completing the works, shall clean all debris and junk, etcetera, from the roadside of the drain, and leave the site in a neat and workmanlike manner. The Contractor shall be responsible for keeping all public roadways utilized for hauling materials free and clear of mud and debris.
- e) The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (M.U.T.C.D.) for Roadway Work Operations and Ontario Traffic Manual Book 7.
- f) During the course of the work the Contractor shall be required to connect existing drainage pipes to the Municipal Drain. In the event that polluted flows are discovered, the Contractor shall delay the connection of the pipe and leave the end exposed and alert the Municipality, the Drainage Superintendent and the Consulting Engineer so that steps can be taken by the Municipality to address the concern with the owner and the appropriate authorities. Where necessary the Contractor shall cooperate with the Municipality in providing temporary measures to divert the drain or safely barricade same. Should the connection be found acceptable by the authorities, the Contractor shall complete the connection of the drain as provided for in the specifications, at no extra cost to the project.
- g) Following the completion of the work, the Contractor is to trim up any broken or damaged limbs on trees which are to remain standing, and it shall dispose of said branches along with other brush, thus leaving the trees in a neat and tidy condition.
- h) The whole of the work shall be satisfactorily cleaned up, and during the course of the construction, no work shall be left in any untidy or incomplete state before subsequent portions are undertaken.
- i) All driveways, laneways and access bridges, or any other means of access on to the job site shall be fully restored to their former condition at the Contractor's expense. Before authorizing Final Payment, the Town Drainage Superintendent and the Consulting Engineer shall inspect the work in order to be sure that the proper restoration has been performed. In the event that the Contractor fails to satisfactorily clean up any portion of these accesses, the Consulting Engineer shall order such cleanup to be carried out by others and the cost of same be deducted from any monies owing to the Contractor.
- j) The Contractor will be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety and Insurance Board prior to the commencement of the work. The Contractor will also be required to submit to the Municipality a Certificate of Clearance

for the project from the Workplace Safety and Insurance Board before Final Payment is made to the Contractor.

- k) The Contractor shall furnish a Performance and Maintenance Bond along with a separate Labour and Material Payment Bond within ten (10) days after notification of the execution of the Agreement by the Owner. One copy of said bonds shall be bound into each of the executed sets of the Contract. Each Performance and Maintenance Bond and Labour and Material Payment Bond shall be in the amount of 100% of the total Tender Price. All Bonds shall be executed under corporate seal by the Contractor and a surety company, authorized by law to carry out business in the Province of Ontario. The Bonds shall be acceptable to the Owner in every way and shall guarantee faithful performance of the contract during the period of the contract, including the period of guaranteed maintenance which will be in effect for twelve (12) months after substantial completion of the works.

The Tenderer shall include the cost of bonds in the unit price of the Tender items as no additional payment will be made in this regard.

- l) The Contractor shall be required, as part of this Contract, to provide Comprehensive Liability Insurance coverage for not less than \$5,000,000.00 on this project, and shall name the County of Essex and the Town of Tecumseh and their officials and staff, and the Consulting Engineer and its staff as additional insured under the policy. The Contractor must submit a copy of this policy to both the Municipal Clerk and the Consulting Engineer prior to the commencement of work.
- m) Monthly progress orders for payment shall be furnished the Contractor by the Town Drainage Superintendent. Said orders shall be for not more than 90% of the value of the work done and the materials furnished on the site. The paying of the full 90% does not imply that any portion of the work has been accepted. The remaining 10% will be paid 60 days after the final acceptance and completion of the work and payment shall not be authorized until the Contractor provides the following:
- i) a Certificate of Clearance for the project from the Workplace Safety and Insurance Board
 - ii) proof of advertising

The Contractor shall satisfy the Consulting Engineer or Municipality that there are no liens or claims against the work and that all of the requirements as per the Construction Act, 2018 and its subsequent amendments have been adhered to by the Contractor.

- n) In the event that the Specifications, Information to Tenderers, or the Form of Agreement do not apply to a specific condition or circumstance with respect to this project, the applicable section or sections from the Canadian Construction Documents Committee C.C.D.C.2 shall govern and be used to establish the requirements of the work.

APPENDIX “REI-A”

STANDARD C.A. AND D.F.O.
MITIGATION REQUIREMENTS

As part of its work, the Contractor will implement the following measures that will ensure that any potential adverse effects on fish and fish habitat will be mitigated:

1. As per standard requirements, work will not be conducted at times when flows in the drain are elevated due to local rain events, storms, or seasonal floods. Work will be done in the dry.
2. All disturbed soils on the drain banks and within the channel, including spoil, must be stabilized immediately upon completion of work. The restoration of the site must be completed to a like or better condition to what existed prior to the works. The spoil material must be hauled away and disposed of at a suitable site, or spread an appropriate distance from the top of the drain bank to ensure that it is not washed back into the drain.
3. To prevent sediment entry into the drain in the event of an unexpected rainfall, silt barriers and/or traps must be placed in the channel during the works and until the site has been stabilized. All sediment and erosion control measures are to be in accordance with the related Ontario Provincial Standards. It is incumbent on the proponent and Contractors to ensure that sediment and erosion control measures are functioning properly and maintained/upgraded as required.
4. Silt or sand accumulated in the barrier traps must be removed and stabilized on land once the site is stabilized.
5. All activities including maintenance procedures should be controlled to prevent the entry of petroleum products, debris, rubble, concrete, or other deleterious substances into the water. Vehicular refuelling and maintenance should be conducted away from the water.
6. Any drain banks trimmed outside of the July 1st to September 15th timing window may require erosion control blankets to be installed to promote re-vegetation and to protect the slope from erosion in the interim.

Measures to Avoid Causing Harm to Fish and Fish Habitat

If you are conducting a project near water, it is your responsibility to ensure you avoid causing [serious harm to fish](#) in compliance with the *Fisheries Act*. The following advice will help you avoid causing harm and comply with the *Act*.

PLEASE NOTE: This advice applies to all project types and replaces all “Operational Statements” previously produced by DFO for different project types in all regions.

Measures

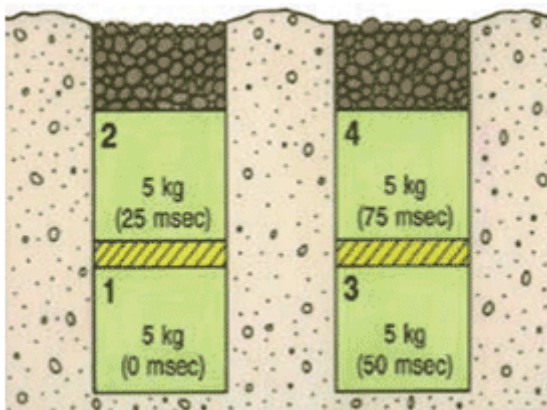
- Time work in water to respect [timing windows](#) to protect fish, including their eggs, juveniles, spawning adults and/or the organisms upon which they feed.
- Minimize duration of in-water work.
- Conduct instream work during periods of low flow, or at low tide, to further reduce the risk to fish and their habitat or to allow work in water to be isolated from flows.
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation.
- Design and plan activities and works in waterbody such that loss or disturbance to aquatic habitat is minimized and sensitive spawning habitats are avoided.
- Design and construct approaches to the waterbody such that they are perpendicular to the watercourse to minimize loss or disturbance to riparian vegetation.
- Avoid building structures on meander bends, braided streams, alluvial fans, active floodplains or any other area that is inherently unstable and may result in erosion and scouring of the stream bed or the built structures.
- Undertake all instream activities in isolation of open or flowing water to maintain the natural flow of water downstream and avoid introducing sediment into the watercourse.
- Plan activities near water such that materials such as paint, primers, blasting abrasives, rust solvents, degreasers, grout, or other chemicals do not enter the watercourse.
- Develop a response plan that is to be implemented immediately in the event of a sediment release or spill of a deleterious substance and keep an emergency spill kit on site.
- Ensure that building material used in a watercourse has been handled and treated in a manner to prevent the release or leaching of substances into the water that may be deleterious to fish.

- Develop and implement an Erosion and Sediment Control Plan for the site that minimizes risk of sedimentation of the waterbody during all phases of the project. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the waterbody or settling basin and runoff water is clear. The plan should, where applicable, include:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the water body.
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering a waterbody. For example, pumping/diversion of water to a vegetated area, construction of a settling basin or other filtration system.
 - Site isolation measures (e.g., silt boom or silt curtain) for containing suspended sediment where in-water work is required (e.g., dredging, underwater cable installation).
 - Measures for containing and stabilizing waste material (e.g., dredging spoils, construction waste and materials, commercial logging waste, uprooted or cut aquatic plants, accumulated debris) above the high water mark of nearby waterbodies to prevent re-entry.
 - Regular inspection and maintenance of erosion and sediment control measures and structures during the course of construction.
 - Repairs to erosion and sediment control measures and structures if damage occurs.
 - Removal of non-biodegradable erosion and sediment control materials once site is stabilized.
- Clearing of riparian vegetation should be kept to a minimum: use existing trails, roads or cut lines wherever possible to avoid disturbance to the riparian vegetation and prevent soil compaction. When practicable, prune or top the vegetation instead of grubbing/uprooting.
- Minimize the removal of natural woody debris, rocks, sand or other materials from the banks, the shoreline or the bed of the waterbody below the ordinary high water mark. If material is removed from the waterbody, set it aside and return it to the original location once construction activities are completed.
- Immediately stabilize shoreline or banks disturbed by any activity associated with the project to prevent erosion and/or sedimentation, preferably through re-vegetation with native species suitable for the site.
- Restore bed and banks of the waterbody to their original contour and gradient; if the original gradient cannot be restored due to instability, a stable gradient that does not obstruct fish passage should be restored.
- If replacement rock reinforcement/armouring is required to stabilize eroding or exposed areas, then ensure that appropriately-sized, clean rock is used; and that rock is installed at a similar slope to maintain a uniform bank/shoreline and natural stream/shoreline alignment.
- Remove all construction materials from site upon project completion.

- Ensure that all in-water activities, or associated in-water structures, do not interfere with fish passage, constrict the channel width, or reduce flows.
- Retain a qualified environmental professional to ensure applicable permits for relocating fish are obtained and to capture any fish trapped within an isolated/enclosed area at the work site and safely relocate them to an appropriate location in the same waters. Fish may need to be relocated again, should flooding occur on the site.
- Screen any water intakes or outlet pipes to prevent entrainment or impingement of fish. Entrainment occurs when a fish is drawn into a water intake and cannot escape. Impingement occurs when an entrapped fish is held in contact with the intake screen and is unable to free itself.
 - In freshwater, follow these measures for design and installation of intake end of pipe fish screens to protect fish where water is extracted from fish-bearing waters:
 - Screens should be located in areas and depths of water with low concentrations of fish throughout the year.
 - Screens should be located away from natural or artificial structures that may attract fish that are migrating, spawning, or in rearing habitat.
 - The screen face should be oriented in the same direction as the flow.
 - Ensure openings in the guides and seals are less than the opening criteria to make “fish tight”.
 - Screens should be located a minimum of 300 mm (12 in.) above the bottom of the watercourse to prevent entrainment of sediment and aquatic organisms associated with the bottom area.
 - Structural support should be provided to the screen panels to prevent sagging and collapse of the screen.
 - Large cylindrical and box-type screens should have a manifold installed in them to ensure even water velocity distribution across the screen surface. The ends of the structure should be made out of solid materials and the end of the manifold capped.
 - Heavier cages or trash racks can be fabricated out of bar or grating to protect the finer fish screen, especially where there is debris loading (woody material, leaves, algae mats, etc.). A 150 mm (6 in.) spacing between bars is typical.
 - Provision should be made for the removal, inspection, and cleaning of screens.
 - Ensure regular maintenance and repair of cleaning apparatus, seals, and screens is carried out to prevent debris-fouling and impingement of fish.
 - Pumps should be shut down when fish screens are removed for inspection and cleaning.
- Avoid using explosives in or near water. Use of explosives in or near water produces shock waves that can damage a fish swim bladder and rupture internal organs. Blasting vibrations may also kill or damage fish eggs or larvae.
 - If explosives are required as part of a project (e.g., removal of structures such as piers, pilings, footings; removal of obstructions such as beaver dams; or preparation of a river or lake bottom for installation of a structure such as a dam or water intake), the potential for impacts to fish and fish habitat should be minimized by implementing the following measures:

- Time in-water work requiring the use of explosives to prevent disruption of vulnerable fish life stages, including eggs and larvae, by adhering to appropriate fisheries [timing windows](#).
- Isolate the work site to exclude fish from within the blast area by using bubble/air curtains (i.e., a column of bubbled water extending from the substrate to the water surface as generated by forcing large volumes of air through a perforated pipe/hose), cofferdams or aquadams.
- Remove any fish trapped within the isolated area and release unharmed beyond the blast area prior to initiating blasting
- Minimize blast charge weights used and subdivide each charge into a series of smaller charges in blast holes (i.e., decking) with a minimum 25 millisecond (1/1000 seconds) delay between charge detonations (see Figure 1).
- Back-fill blast holes (stemmed) with sand or gravel to grade or to streambed/water interface to confine the blast.
- Place blasting mats over top of holes to minimize scattering of blast debris around the area.
- Do not use ammonium nitrate based explosives in or near water due to the production of toxic by-products.
- Remove all blasting debris and other associated equipment/products from the blast area.

Figure 1: Sample Blasting Arrangement



Per Fig. 1: 20 kg total weight of charge; 25 msecs delay between charges and blast holes; and decking of charges within holes.

- Ensure that machinery arrives on site in a clean condition and is maintained free of fluid leaks, invasive species and noxious weeds.

- Whenever possible, operate machinery on land above the high water mark, on ice, or from a floating barge in a manner that minimizes disturbance to the banks and bed of the waterbody.
- Limit machinery fording of the watercourse to a one-time event (i.e., over and back), and only if no alternative crossing method is available. If repeated crossings of the watercourse are required, construct a temporary crossing structure.
- Use temporary crossing structures or other practices to cross streams or waterbodies with steep and highly erodible (e.g., dominated by organic materials and silts) banks and beds. For fording equipment without a temporary crossing structure, use stream bank and bed protection methods (e.g., swamp mats, pads) if minor rutting is likely to occur during fording.
- Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water.

Date modified:
2013-11-25

APPENDIX “REI-B”

5.0 Location

Located along the southern shores of Lake St. Clair in Essex County and in the Essex Region Watershed, the Town of Tecumseh (Study Area) encompasses a geographic area of 9,538.60 hectares (ha) that is bordered by the City of Windsor and the Town of LaSalle on its western side and the Town of Lakeshore to the east and shown on **Figure 1** (Essex Region Conservation Authority (ERCA), 2013). There are four (4) subwatersheds (total area): Pike Creek subwatershed (8,993 ha), Canard River subwatershed (34,776 ha), Tecumseh Area Drainage subwatershed (1,150 ha), Turkey Creek subwatershed (6,112 ha), and Little River subwatershed (6,490 ha) that traverse the lands within the Town's boundaries (ERCA, 2011). Approximately 95.15% (9,079.38 ha) of the landscape consists of anthropogenic features (residential, commercial, agricultural, etc.) while the remaining 4.81% (459.22 ha) is made up of natural areas (terrestrial (4.49%) and other terrestrial (0.32%)) (ERCA, 2013).

There are one hundred and twenty (120) municipal drains measuring 221 kilometers (km) within the Town of Tecumseh (Town of Tecumseh, 2014). Through our background review we identified 3 dominant habitat types surrounding/within the drains that have potential to provide habitat for SAR. Habitats consist of:

Existing Natural Features:

- Forest

Existing Anthropogenic Features:

- Urban (residential, commercial, recreational, right-of-ways)
- Agricultural (row crop, hayfield, old abandoned fields)

Within the Town, there are no forest patches greater than 100 ha in size with the largest being Fairplay Woods (an Environmentally Significant Area (ESA)) which spans a total area of 52.9 ha (ERCA, 2013). There are 2 forest patches that contain 200 m interior forest and 16 patches that contain 100 m interior forest (ERCA, 2013). In accordance with subparagraph i, of paragraph 2, of subsection 6 under Section 23.9 of O.Reg. 242/08, **Drainage Maps** have been prepared that show drain locations, surrounding land use types, proximity to sensitive natural features (e.g. Forest) and potential SAR habitat that exists within the Town's jurisdiction (see **Appendix B**). A list of all the drains and adjacent habitat type(s) has been provided in **Appendix B** following the Drainage Maps. In addition, a **Tecumseh Drain Database** (provided electronically) contains the drain names, adjacent habitat types, and relevant information found during our background review from the MNRF and ERCA.



6.0 Species at Risk

A review of secondary source information, including the expired MNRF Agreement¹, Natural Heritage Information Centre (NHIC) GIS Database records (i.e. 1 km squares that overlap the Study Area) were reviewed to gather a list of the SAR that have the potential to occur within the Town's boundaries. A total of sixty-six (66) species listed as either endangered or threatened on the SARO list (O.Reg. 230/08) were identified to occur within the Study Area (see **Appendix C**). One Restricted Species Record was also identified in 1988 (NHIC 1 km Square 17LG4478).

The habitat requirements for each of the sixty-six species was crossed referenced with habitats identified within the Study Area. A total of Nineteen (19) species listed as endangered or threatened were identified as having potential habitat within the Study Area drains, consisting of Turtles (2 species), Snakes (2 species), Fishes (2 species), Birds (3 species), and Plants (10 species). **Table 2** lists the SAR, preferred habitat type(s) (Forest, Agricultural, Urban or All), need for water presence (requirement for some species), and the dates during the year when the species is likely to be carrying out sensitive life processes, referred to herein as the Restricted Activity Period (RAP).

Four (4) species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 were identified as having the potential to occur within the Town of Tecumseh drains, these species include: Pugnose Minnow (*Opsopoeodus emiliae*) (1 fish species), False Hop Sedge (*Carex lupuliformis*), Heart-leaved Plantain (*Plantago cordata*) and Scarlet Ammannia (*Ammannia robusta*) (3 plant species). Since these species are listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08, this mitigation plan cannot be used for these species and as such, they have not been included in **Table 2** below. Permitting related to these species may be required when working in specific drains. More information on these species, their habitat preferences, known distribution within the area and steps that need to be taken to determine whether a permit is required are outlined in **Appendix D**.

Table 2: Species at Risk with Potential to Occur within the Study Area

Scientific Name	Common Name	ESA ¹	Preferred Habitat Type ²	Restricted Activity Period
Turtles (2 species)				
<i>Emydoidea blandingii</i>	Blanding's Turtle	THR	Forest, Water is present	November 1 to April 30 Important to Note: Activities that require water level reduction cannot occur in areas when and where turtles are hibernating (paragraph 6, subsection 13, under Section 23.9 of O.Reg. 242/08).
<i>Apalone spinifera</i>	Spiny Softshell	THR	Forest, Water is present	

¹ Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10)



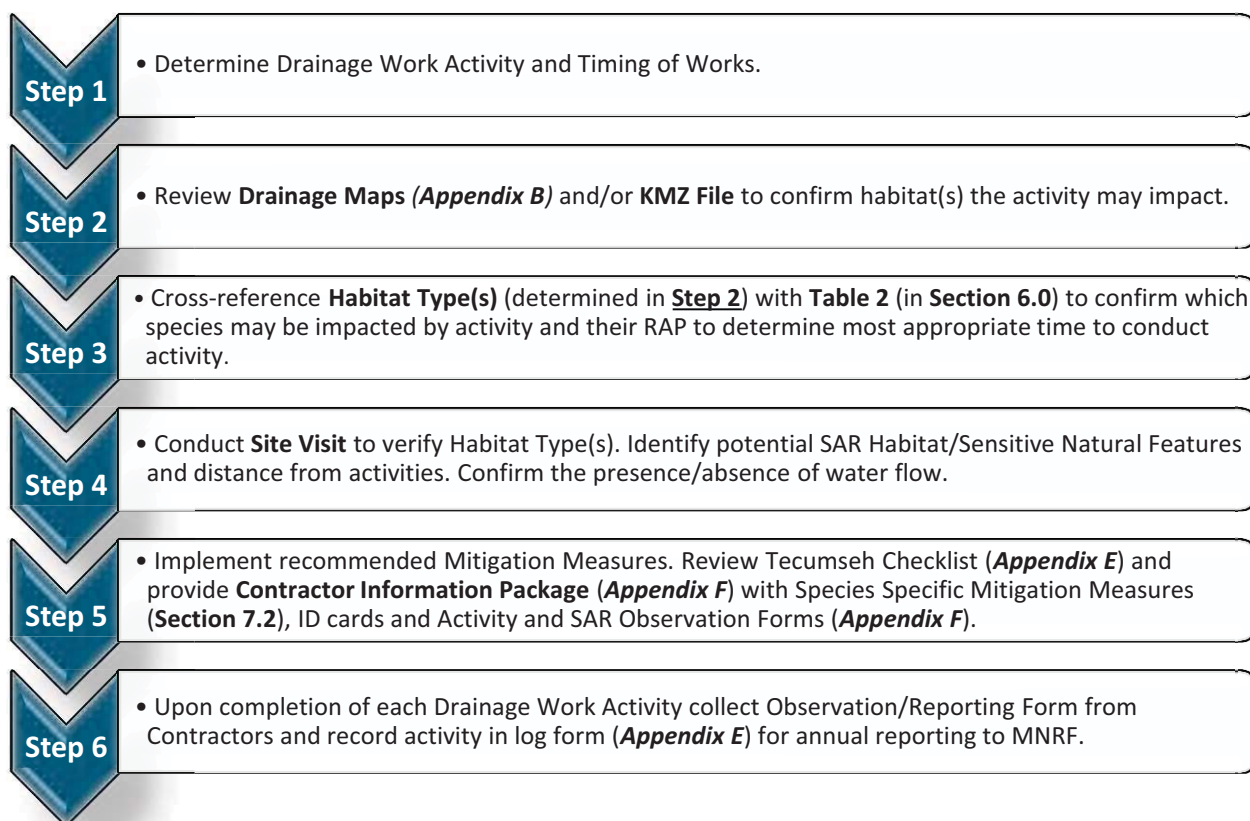
Scientific Name	Common Name	ESA ¹	Preferred Habitat Type ²	Restricted Activity Period
Snakes (2 species)				
<i>Pantherophis gloydi</i>	Eastern Foxsnake (Carolinian population)	END	All ³	September 20 to May 31
<i>Thamnophis butleri</i>	Butler's Gartersnake	END	All ³	
Fishes (2 species)				
<i>Notropis anogenus</i>	Pugnose Shiner	END	Water is present	March 15 to June 30
<i>Lepisosteus oculatus</i>	Spotted Gar	THR		
Birds (3 species)				
<i>Dolichonyx oryzivorus</i>	Bobolink	THR	Agricultural	May 1 to July 15
<i>Sturnella magna</i>	Eastern Meadowlark	THR	Agricultural	
<i>Hirundo rustica</i>	Barn Swallow	THR	All ³	
Vascular Plants (10 species)				
<i>Gymnocladus dioicus</i>	Kentucky Coffee-tree	THR	Forest	Not Applicable
<i>Liparis liliifolia</i>	Purple Twayblade	THR	Forest	
<i>Cornus florida</i>	Eastern Flowering Dogwood	END	Forest	
<i>Castanea dentata</i>	American Chestnut	END	Forest	
<i>Juglans cinerea</i>	Butternut	END	Forest	
<i>Morus rubra</i>	Red Mulberry	END	Forest	
<i>Aletris farinosa</i>	Colicroot	THR	Agricultural, Forest	
<i>Smilax rotundifolia</i>	Round-leaved Greenbrier (Great Lakes Plains population)	THR	Forest	
<i>Liatris spicata</i>	Dense Blazing Star	THR	Agricultural	
<i>Symphyotrichum praealtum</i>	Willowleaf Aster	THR	Forest	

¹Endangered Species Act – status as defined by O.Reg. 242/08 as of April 27, 2017; ²Preferred Habitat Types – The habitat types listed are areas where a SAR has the potential to occur. It should be noted that species have the potential to occur outside of these habitats; ³All – Structures such as culverts and bridges may provide suitable habitat for nesting Barn Swallow. Culverts, rip rap and gabion baskets also have the potential to provide nesting and/or hibernaculum for snake species.



7.0 Mitigation Measures

Based on the types of drainage work activities outlined above (in Section 2.0) and the potential for SAR and SAR habitat within and adjacent to the drainage features, the following best practices and mitigation measures are recommended when conducting drainage works. Prior to starting drainage works, the following steps are recommended to help determine the appropriate mitigation/management measures:



7.1 General Mitigation Measures

The following mitigation measures are recommended to avoid or minimize impacts to the natural environment when conducting drainage works. Following this section species specific mitigation measures are provided.

When planning for drainage works, activities should be planned outside of sensitive timing windows for all wildlife species wherever possible. **Table 2** in Section 6.0 indicates the Restricted Activity Periods for the different SAR having the potential to occur within the Study Area. **Table 3** indicates sensitive timing windows for various types of wildlife (including SAR) based on habitat types.



This information can be used to determine what time(s) of year may be sensitive at a particular site, based on which types of habitat and wildlife are present.

Where possible, activities are recommended to be planned outside of these sensitive time(s); otherwise additional species specific mitigation measures are recommended and/or consultation with the MNRF.

Table 3: Sensitive Timing Windows for other Wildlife Species (including SAR)

Habitat Type	Wildlife	Sensitive Timing Windows
Agricultural (Hayfields and pastures)	Migratory Birds	March through July (breeding season for most species)
Waterbodies	Migratory Birds (including waterfowl)	March through Mid-August
	Turtles and Amphibians	March through Mid-August; and Mid-October through March (for overwintering wildlife, including turtles).
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Fish	In-water timing restriction for warmwater fishes March 15 to June 30.
Forest	Migratory Birds	March through mid-August
	Mammals	March through mid-August; and Mid-October through March (overwintering wildlife)
	Snakes	March through mid-August; and Mid-October through March (overwintering wildlife)
Urban	Snakes	March through mid-August; and October through March (overwintering wildlife)
	Mammals	October through March (overwintering wildlife)

The following list provides general measures that are recommended when conducting any drainage work activities:

- **Bats:** The work associated with drainage maintenance covered under this management plan would typically not include the removal of trees. As such, the potential for drainage work activities to impact bat SAR is low. However, if a tree that exhibits a diameter at breast height of 25 cm or greater or a tree that exhibits loose shaggy bark requires removal for drainage works, removal should be completed between November 1 and March 1, outside of the active season for bats. If the tree removal needs to occur during the active season, removal should be completed after dusk.
- Review species specific seasonal timing windows to avoid sensitive periods for species
- Where possible, abide by regulatory timing windows and setback distances and avoid regulated habitat features
- Minimize duration of in-water work (where applicable)



- Any in-stream work should be conducted during periods of low flow
- Schedule work to avoid wet, windy and rainy periods that may increase erosion and sedimentation
- Conduct wildlife sweeps prior to the commencement of drainage work activities to determine if SAR (or other wildlife) are present at the site and engaged in critical life processes (e.g. nesting, etc.)
- Following the wildlife sweep, the area of activity is to be isolated with silt fencing to keep SAR and other wildlife from entering the work space area.
- Develop and implement an erosion and sediment control plan for the site that minimizes the risk of sedimentation to the drain during all phases of an activity. Erosion and sediment control measures should be maintained until all disturbed ground has been permanently stabilized, suspended sediment has resettled to the bed of the drain of settling basin and runoff water is clear. Following the DFO's Measures to Avoid Harm (as outlined on DFO's website: <http://www.dfo-mpo.gc.ca/pnw-ppe/measures-mesures/measures-mesures-eng.html>), an erosion and sediment control plan, where applicable, is to include the following:
 - Installation of effective erosion and sediment control measures before starting work to prevent sediment from entering the drain
 - Measures for managing water flowing onto the site, as well as water being pumped/diverted from the site such that sediment is filtered out prior to the water entering the drain
 - Site isolation measures, where required, to contain suspended sediment
 - Measures for containing and stabilizing waste materials generated from activities are stored away from any water bodies and prevent materials from re-entering water bodies
 - Erosion and sediment control measures are inspected and maintained on a regular basis during drainage works
 - Any damages to erosion and control measures are to be repaired immediately
 - Removal of non-biodegradable erosion and sediment control materials once site has been stabilized
- ***Phragmites*** is a non-native perennial grass species that has been observed throughout much of the province and Tecumseh, developing tall dense stands that degrade wetlands and other features by outcompeting native vegetation and changing habitat. To further prevent the spread and introduction of this unwanted species in the province, the provincial government has regulated invasive *Phragmites* as restricted under the *Invasive Species Act*, 2015. Restricted species under the Act, prohibits i) the transport of species into any provincial park and conservation reserve and ii) the deposit or release of species in Ontario. For further information on the *Invasive Species Act*, 2015 please visit: www.ontario.ca/invasionON. It is recommended that care be taken when working in areas with *Phragmites* and efforts be taken to prevent further spread of species through equipment transfer. Methods to prevent the spread of *Phragmites* while conducting drainage works should include:
 - Inspection of vehicles, equipment and heavy machinery thoroughly inside and out for accumulation of dirt, plant material or snow/ice, including the underside of vehicles, radiators, spare tires, foot wells and bumpers before entering onto a site. Remove any guards, covers, plates or other easy to remove external equipment;



- Inspections should be completed when: moving vehicles out of local area of operation; moving machinery between properties or sites within the same property where invasive species may be present or known to occur; and using machinery along roadsides, in ditches and along watercourses.
- Vehicles, equipment and heavy machinery should be cleaned: before moving out of local area where invasive species has been identified or known to occur; and when accumulations of dirt, plant material or snow/ice has been observed.
- Clean vehicles, equipment and heavy machinery in an area where risk of contamination is low, ideally on a mud free hard surface, at least 30 m away from any watercourse, waterbody, wetland or other natural area, if possible. Where risk of runoff is high, cleaning stations should be contained by sediment fence as per standard erosion and sediment control specifications.
- Remove large accumulations of dirt, using a compressed air device, high pressure hose or other device as necessary. Clean the vehicle starting at the top and working down, with particular attention to the undersides, wheels, wheel arches, guards, chassis, engine bays, grills and other attachments.
- Clean inside vehicles by sweeping, vacuuming or using compressed air device including floor, foot wells, pedals, seats and under the seats.

Additional details on cleaning equipment and/or managing invasive species can be found in the Clean Equipment Protocol for Industry (J. Halloran, et al., 2013) and online at the Government of Ontario's website: <https://www.ontario.ca/page/stop-spread-invasive-species>.

7.2 Species Specific Mitigation Plans

In the event a SAR or SAR habitat has been identified within the proposed area for drainage work activity, the following information should be clearly conveyed to the on-site staff as part of the drainage works protocol, via notes or plans and on-site briefings with construction/personnel:

- Schedule for pre-construction activities such as wildlife inspections, silt fencing installation and contractor briefing.
- Description of wildlife mitigation measures to be used during drainage work activities, including:
 - Placement and specifications of required protection measures (e.g. fencing, signage)
 - Phasing and direction of site clearing activities
 - Any recommendations regarding access routes for equipment, vehicle parking, materials, stockpiling, etc.
- Guidance on what to do in the event of a wildlife encounter, including SAR and arrangements for dealing with injured or orphaned animals (as indicated in **Table 5** and **Appendix F**). This guidance should be summarized in a handout suitable for quick reference by on-site staff.
- SAR awareness training should be provided to all on-site staff, including truck drivers.

In the Contractor Information Package (**Appendix F**) Dillon has provided SAR identification sheets for SAR with the potential to occur within the Study Area.



7.2.1 Species Specific Mitigation Measures for Snake Species

Snake species can be found in a variety of habitat types and most of the drainage work activities have the potential to encounter snakes. Particular attention should be given when conducting works on catch basins, culverts, rip rap and crossing structures, as snakes carry out sensitive life processes in structures such as these. **Table 4** shows the sensitive timing windows for snake species when carrying out life processes related to hibernation and staging.

Table 4: Sensitive Timing Windows for Snake Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				
Staging																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

Table 5 below outlines the recommended mitigation measures to avoid impacts to snake species during and outside of RAP. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR snakes, have been included in **Appendix G** (Photographs #1 - 4).



Table 5: Mitigation Measures for Snake Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
Eastern Foxsnake (Carolinian population) and Butler's Gartersnake	<ul style="list-style-type: none">• Preconstruction planning that includes review for potential habitat.• During site visit, verify if attributes of regulated habitat occur and delineate where possible.• Establish constraints for activities, where possible, that abide by timing windows and setback distances and avoid regulated habitat features• Narrow construction footprint if possible.• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20 cm and vertical height of at least 60 cm. Note, stakes should be installed on the activity side to prevent snake use of stakes to climb fence.• Complete wildlife sweep within the exclusion area following fence installation to ensure no trapped wildlife.• Staff/workers conducting drainage works should be trained in snake species identification and procedures if encountered (review and sign off form in Contractor Information Package)• One staff member/worker or qualified biologist should be trained in proper snake handling procedures and protocols outlined in Section 2 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (Included in the Contractor Information Package). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any snakes encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.• Prior to commencement of daily drainage work activity, the area should be cleared of snakes through machinery inspections (e.g. wheels, engine compartment) each morning and after machinery is left idle for more than one (1) hour if left on site during the snake active season.• If a nest is uncovered during drainage work activity:<ul style="list-style-type: none">◦ Collect any displaced or damaged eggs and transfer them to a holding tub◦ Capture and transfer all injured dispersing juveniles of that species into a light-coloured drawstring cotton sack◦ Place all cotton sacks with the captured injured individuals into a holding tub out of direct sunlight◦ Immediately contact the MNRF to seek direction and to arrange for transfer of the injured individuals◦ Immediately stop any disturbance to the nest site and loosely cover exposed portions with soil or organic material to protect the integrity of the remaining individuals◦ Do not drive over the nest site or conduct any activities within 5 m of the nest site◦ Do not place any dredged materials removed from drainage works on top of the nest site◦ Mark out the physical location of the nest site but not by any means that might increase the susceptibility of the nest to predation or poaching◦ Where there are no collected eggs or captured individuals, contact the MNRF within 24 hours to provide information on the location of the nest• Any injured captured snakes should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer. MNRF may require transfer to the nearest MNRF authorized Wildlife Rehabilitator. Contact Information for Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (Appendix F).• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a snake species is encountered or active hibernacula is discovered:<ul style="list-style-type: none">◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individual snakes of that species into individual light-coloured, drawstring cotton sacks◦ Place cotton sacks into a holding tub◦ Ensure that the holding tub with captured individuals is stored at a cool temperature to protect snakes from freezing until the individuals can be retrieved or transferred◦ If an active hibernacula is uncovered cease all work and immediately, contact MNRF to seek advice and arrange for transfer and/or removal• If conducting drainage works outside of a species sensitive timing window and one or more individuals belonging to a snake species is encountered:<ul style="list-style-type: none">◦ Briefly stop the activity for a reasonable period of time to allow any uninjured individual snakes of that species to leave the work area◦ If the individuals do not leave the work area after the activity is briefly stopped, trained staff/worker or qualified biologist shall capture all uninjured individuals and release them in accordance with the methods outlined below◦ Where circumstances do not allow for the immediate release of captured uninjured individuals, they may be transferred into individual, light-coloured, drawstring cotton sacks before placing them into a holding tub which shall be stored out of direct sunlight for a maximum of 24 hours before releasing them in accordance with the methods outlined below◦ Capture and transfer any individuals injured as a result of conducting drainage works into a holding tub separate from any holding tub containing uninjured individuals◦ Store all captured injured individuals out of direct sunlight and immediately contact the MNRF to seek direction and to arrange their transfer• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; Appendix F).



Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Snakes in Study Area
	<ul style="list-style-type: none">• Uninjured individuals captured during drainage works, are to be released within 24 hours of capture, in an area immediately adjacent to the drainage works with natural vegetation cover within 50 m and out of harm’s way (as per subsections 2.3 and 2.4 of Handling Manual included in the Contractor Information Package; Appendix F).• Where one or more individuals belonging to a snake species is killed as a result of drainage work activity, or a person finds a deceased individual of a snake species, the following measures should be followed:<ul style="list-style-type: none">◦ Collect and transfer any dead individuals into a holding tub outside of direct sunlight; and,◦ Contact the MNRF within 72 hours to seek direction and to arrange for the transfer of the carcasses of the dead individuals.• If the methods of handling snakes outlined in subsection 2.3 and 2.4 of the Handling Manuals are not applicable due to a snake’s injuries, use a shovel or flat object to pick up the snake, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF authorized veterinarian or wildlife rehabilitator and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in Appendix F and on SAR Information Sheets (Appendix F).• Complete a SAR Encounter Reporting Form included in Contractor Information Package (Appendix F).



7.2.2 Species Specific Mitigation Measures for Turtle Species

Turtles can generally be found associated with large slow moving water features that have logs or stumps for basking. For nesting, turtles prefer moist well drained, loose soils for digging and on a gradual typically south facing slope. Species such as Blanding's Turtle and Spiny Softshell hibernate underwater in permanent waterbodies. Sensitive timing windows for turtle species includes the nesting period and has been provided in **Table 6**.

When conducting drainage works where there is potential for turtle species to be hibernating, water level **cannot be reduced** as per Paragraph 6 of subsection 13 of Section 23.9 of O.Reg. 242/08.

Table 6: Restricted Activity Period for Turtle Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Hibernation																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

In **Table 7** below, the recommended mitigation measures to avoid impacts to turtle species during and outside sensitive timing windows and what to do when turtles or turtle nests are encountered is provided. Photographs of habitat observed within and adjacent to drains that have the potential to support SAR Turtles, have been included in **Appendix G** (Photographs #5 - 6).



Table 7: Mitigation Measures for Turtle Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Turtles within the Study Area
Blanding's Turtle	<ul style="list-style-type: none">• Preconstruction planning that includes review for potential habitat.• During site visit, verify if attributes of regulated habitat occur and delineate where possible.• Establish constraints for activities, where possible, that abide by timing windows, setback distances and avoid regulated habitat features.• Narrow construction footprint if possible.• Flag or fence off environmentally sensitive areas prior to drainage work activity. Bury fencing a minimum of 10 – 20cm and vertical height of at least 60 cm.• Complete wildlife sweep within the exclusion/construction area following fence installation to ensure no trapped wildlife.• Staff/workers conducting drainage works should be trained in turtle species identification and procedures if encountered (Review and sign off form in the Contractor Information Package; Appendix F).• One staff member/worker or qualified biologist should be trained in proper turtle handling procedures and protocols outlined in Section 1 of the Ontario Species at Risk Handling Manual: For Endangered Species Act Authorization Holders (provided in the Contractor Information Package; Appendix F). This person should be onsite at all times (when required) for the potential capture, temporary holding, transfer and release of any turtles encountered during construction. A minimum of two holding tubs and cotton sacks should be onsite at all times.• If construction is planned to commence during the turtle nesting period, prior to site preparation a turtle nesting search should be completed to identify turtle nests. If nests are encountered, the MNRF must be consulted immediately. Nests should be relocated to an appropriate facility for incubation with MNRF approval. Contact information for MNRF Authorized Wildlife Rehabilitator can be found in SAR Information Sheets (Appendix F).• Drainage work activity related to excavation of sediment or disturbance to banks should be avoided during the sensitive timing windows for turtles.• During turtle hibernation periods, water in drains or ditches cannot be reduced.• Prior to commencement of daily activity, the area should be cleared of turtles and turtle nests by a specially trained staff member or qualified biologist.
Spiny Softshell	<ul style="list-style-type: none">• Do not disturb a turtle encountered laying eggs and do not conduct activities within 20 m of the turtle while it is laying eggs.• If conducting drainage works during a species sensitive timing window and one or more individuals belonging to a turtle species is encountered:<ul style="list-style-type: none">◦ Trained staff/worker or qualified biologist shall capture and transfer all injured and uninjured individuals of that species to a holding tub◦ Capture and transfer all individuals injured as a result of the drainage work activity into a holding tub separate from any holding tub containing uninjured individuals◦ Ensure that the holding tub with captured individuals is stored at a cool temperature until the individuals can be retrieved or transferred◦ Contact the MNRF immediately to seek advice and arrange for transfer and/or removal• If a nest is uncovered during construction, immediately stop all activity near the nest. Cover the nest with soil or organic material. Do not drive within 5 m of the nest and contact the MNRF within 24 hours if no eggs or individuals were captured/collected.• Isolate material stockpile areas with fencing.• Any injured captured turtles should be stored outside of direct sunlight and the MNRF should immediately be contacted to seek direction and to arrange for transfer.• Machinery should be inspected each morning (e.g. under vehicles) for presence of turtles.• Uninjured individuals captured during drainage works, are to be released within 1 hour of capture, out of harm’s way no more than 125 m of where it was found, unless absolutely necessary. If it is not possible to relocate the turtle within 125 m of the capture location, contact the MNRF for further direction. MNRF may require transport of turtle(s) to MNRF Authorized Wildlife Rehabilitator or Veterinarian. Contact information can be found in Appendix F.• If the methods of handling turtles outlined in subsection 1.3 of the Handling Protocol are not possible due to a turtle’s injuries, use a shovel or flat object to pick up the turtle, ensuring that injured areas are supported and place in a large plastic bin or bucket with a lid with air holes. Immediately transport the turtle to an MNRF Authorized Wildlife Rehabilitator or Veterinarian and contact the MNRF. Contact Information for Authorized Wildlife Rehabilitator can be found in Appendix F and on SAR Information Sheets (Appendix F). See subsection 1.7 of the Handling Manual (included in the Contractor Information Package; Appendix F) for more details.• Complete a SAR Encounter Reporting Form included in the Contractor Information Package (Appendix F).



7.2.3 Species Specific Mitigation Measures for Aquatic Species

Review of background information including, DFO's Aquatic SAR Mapping (Map 29 of 33), NHIC and MNRF Agreement² identified 10 fish and 10 mollusc species listed as endangered or threatened under the ESA, 2007 with occurrence records within and/or adjacent to the Study Area. Of the 20 aquatic SAR identified only two fish species have been included in the Plan based on the presence of suitable habitat within the Study Area drains.

Although suitable habitat for SAR mussel species was not identified during our background review and site visits, if at any time a mussel species (of any type) are encountered, stop work and contact DFO for direction on how to proceed. A SAR Information Sheet for mussels species found during the background review has been provided in **Appendix F**.

Watercourses and drains identified during the background review and subsequent field investigations found all features to be of warm water thermal regime and to support warm water fish species. **Table 8** below indicates the in-water timing window restriction for warm water fish species. **Table 9** provides a list of recommended measures to follow to avoid impacts to fish species. As previously mentioned, activities that affect a species listed in Table 1, subsection 2, Section 23.9 of O. Reg. 242/08 still require a permit to conduct drainage works (see **Appendix D** for details). DFO's *Guidance for Maintaining and Repairing Municipal Drains in Ontario version 1.0* (2017) document should be consulted when conducting all drainage works.

Table 8: In-water Timing Window Restriction for Warm Water Fish Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
In-water Restriction																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNRF Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).

² Agreement under Section 23 of O.Reg. 242/08 made under the ESA, 2007 (File # AY-23D-010-10).



Table 9: Mitigation Measures for Aquatic Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Aquatic Species within the Study Area
Pugnose Shiner	<ul style="list-style-type: none"> • Consult with MNRF if in-water timing window restrictions cannot be adhered to. • Allow for fish salvage within the isolated work area prior to dewatering. • Limit duration of in-water work as much as possible. • Conduct in-stream work during periods of low flow to reduce the risk to fish and their habitat and to allow work in-water to be isolated from flows. • Schedule work to avoid wet, windy, and rainy periods that may increase erosion and sedimentation. Suspend in-stream work immediately if sedimentation is detected. • Implement water quality monitoring if required. • Ensure equipment is clean and free of leaks. Wash, refuel and service machinery and store fuel and other materials for the machinery in such a way as to prevent any deleterious substances from entering the water. • Alter activities to reduce disturbance to species and habitat and follow current DFO Measures to Avoid Harm
Spotted Gar	<ul style="list-style-type: none"> • If federally listed SAR fish are encountered or have the potential to be present, contact the DFO to review next steps. • If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual reporting.



7.2.4 Species Specific Mitigation Measures for Bird Species

Environment and Climate Change Canada (ECCC) identifies general nesting periods for migratory birds in Canada. Essex County is located within nesting zone C1, **Table 10** provides the RAPs for two habitat types: open field habitat and forest habitat. The RAPs provided are based on 61-100% of the migratory bird species predicted to be nesting during the identified time period (as indicated on the ECCC C1 nesting zone table).

Table 10: Restricted Activity Period for Bird Species

Month	Jan			Feb			Mar			Apr			May			Jun			Jul			Aug			Sep			Oct			Nov			Dec		
Date Codes ¹	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L	E	M	L
Open																																				
Forest																																				

¹Monthly intervals: E = Early (days 1-10); M = Middle (days 11-20); L = Late (days 21-31). Adapted from the Seasonal Timing Windows Chart in the MNR Agreement under Section 23 of O.Reg. 242/08 made under ESA, 2007 (File #: AY-23D-010-10).



Based on our review of potential SAR birds to occur within the Study Area, the following mitigation measures are recommended while conducting drainage work activities:

Table 11: Mitigation Measures for Bird Species

Common Name	Recommended Mitigation Measures to Avoid Impacts to SAR Birds within the Study Area
Bobolink	<ul style="list-style-type: none"> • Planning activities should include review of area for potential habitat (including box culverts and bridges for Barn Swallow nests). • Limit construction footprint where possible.
Eastern Meadowlark	<ul style="list-style-type: none"> • Conduct work outside of the RAP for birds where possible. • Pre-construction activities should include bird nest sweeps if activities occur during migratory bird sensitive timing window identified in Table 10, above. • Protect active nests by flagging or fencing off an appropriate setback distance. • Suspend activity if active habitat is discovered that cannot be adequately setback from.
Barn Swallow	<ul style="list-style-type: none"> • Maintain habitat connections where possible during activities. • Implement measures to restore lost habitat/ habitat connections. • If sensitive habitat is on site, a qualified biologist should be on site daily. • If SAR encountered, complete a SAR Encounter Reporting Form that will be included in the annual submission to the MNRF.



7.2.5 Species Specific Mitigation Measures for Vegetation Communities

Potential impacts to plant SAR may include trampling by personnel or equipment, alteration of growing conditions (e.g. soil compaction, sunlight availability, and moisture regime), disturbance to localized seed bank and introduction of invasive species. Mitigation measures that will be incorporated during drainage work activities to minimize the impacts to adjacent forest communities and SAR vegetation include:

- Planning activities should include review of area for identification of potential SAR vegetation.
- Limit construction footprint where possible to minimize the disturbance to plant species.
- Installing temporary erosion and sediment control measures prior to activity, and maintaining them throughout activity, including routinely inspecting and repairing them, as required. Enhanced sediment and erosion control measures will be implemented for sensitive areas where SAR habitat has been identified within and abutting the work site.
- Vegetation that does not require removal for the purposes of construction will be protected through the installation and maintenance of temporary vegetation protection fencing (e.g. snow fencing or erosion sediment control fencing). This includes protection of any SAR trees identified.
- Equipment, materials and other construction activities will not be permitted in zones delineated for protection.
- If drainage work activity cannot be undertaken without disturbing a SAR plant(s), the Town should contact the MNRF for additional site-specific measures.
- Operational procedures and Best Management Practices for handling material and excess material, and spill prevention will be implemented. Vehicular and equipment maintenance and refuelling will be carried out in a controlled manner, and where applicable, at designated maintenance areas. Refuelling will not be permitted within 30 m of any forest, or watercourse.
- Stabilize and re-vegetate exposed soil surfaces as soon as possible following activities, using native groundcover seed mixes and plantings.



APPENDIX “REI-C”

STANDARD SPECIFICATIONS **FOR ACCESS BRIDGE CONSTRUCTION**

1. PRECAST CONCRETE BLOCK & CONCRETE FILLED JUTE BAG HEADWALLS

After the Contractor has set the endwall foundations and the new pipe in place, it shall completely backfill same and install new precast concrete blocks or concrete filled jute bag headwalls at the locations and parameters indicated on the drawing. All concrete used for headwalls shall be a minimum of 30 mPa at 28 days and include 6% +/- 1% air entrainment.

Precast concrete blocks shall be interlocking and have a minimum size of 600mmX600mmX1200mm. Half blocks shall be used to offset vertical joints. Cap blocks shall be a minimum of 300mm thick. A foundation comprising minimum 300mm thick poured concrete or precast blocks the depth of the wall and the full bottom width of the drain plus 450mm embedment into each drain bank shall be provided and placed on a firm foundation as noted below. The Contractor shall provide a levelling course comprising a minimum thickness of 150mm Granular "A" compacted to 100% Standard Proctor Density or 20mm clear stone, or a lean concrete as the base for the foundation. The base shall be constructed level and flat to improve the speed of installation. Equipment shall be provided as required and recommended by the block supplier for placing the blocks such as a swift lift device for the blocks and a 75mm eye bolt to place the concrete caps,. The headwall shall extend a minimum of 150mm below the invert of the access bridge culvert with the top of the headwall set to match the finished driveway grade, unless a 150mm high curb is specified at the edge of the driveway. To achieve the required top elevation, the bottom course of blocks and footing may require additional embedment into the drain bottom. The Contractor shall provide shop drawings of the proposed wall for approval by the Drainage Superintendent or Engineer prior to construction.

Blocks shall be placed so that all vertical joints are staggered. Excavation voids on the ends of each block course shall be backfilled with 20mm clear stone to support the next course of blocks above. Walls that are more than 3 courses in height shall be battered a minimum of 1 unit horizontal for every 5 units of vertical height. The batter shall be achieved by careful grading of the footing and foundation base, or use of pre-battered base course blocks. Filter cloth as specified below shall be placed behind the blocks to prevent the migration of any fill material through the joints. Backfill material shall be granular as specified below. Where the wall height exceeds 1.8 metres in height, a uni-axial geogrid SG350 or equivalent shall be used to tie back the walls and be installed in accordance with the manufacturer's recommendations. The wall face shall not extend beyond the end of the access bridge pipe. Non-shrink grout shall be used to fill any gaps between the blocks and the access bridge pipe for the full depth of the wall. The grout face shall be finished to match the precast concrete block walls as closely as possible.

When constructing the concrete filled jute bag headwalls, the Contractor shall place the bags so that the completed headwall will have a slope inward from the bottom of the pipe to the top of the finished headwall. The slope of the headwall shall be one unit horizontal to five units vertical. The Contractor shall completely backfill behind the new concrete filled jute bag headwalls with Granular "B" and Granular "A" material as per O.P.S.S. Form 1010 and the granular material shall be compacted in place to a Standard Proctor Density of 100%. The placing of the jute bag headwalls and the backfilling shall be performed in lifts simultaneously. The granular backfill shall be placed and compacted in lifts not to exceed 305mm (12") in thickness.

The concrete filled jute bag headwalls shall be constructed by filling jute bags with concrete. All concrete used to fill the jute bags shall have a minimum compressive strength of 25 MPa in 28 days and shall be provided and placed only as a wet mix. Under no circumstance shall the concrete to be used for filling the jute bags be placed as a dry mix. The jute bags, before being filled with concrete, shall have a dimension of 460mm (18") x 660mm (26"). The jute bags shall be filled with concrete so that when they are laid flat, they will be approximately 100mm (4") thick, 305mm (12") to 380mm (15") wide and 460mm (18") long.

The concrete jute bag headwall to be provided at the end of the bridge pipe shall be a single or double bag wall construction as set out in the specifications. The concrete filled bags shall be laid so that the 460mm (18") dimension is parallel with the length of the new pipe. The concrete filled jute bags shall be laid on a footing of plain concrete being 460mm (18") wide, and extending for the full length of the wall, and 305mm (12") thick extending below the bottom of the culvert pipe.

All concrete used for the footing, cap and bags shall have a minimum compressive strength of 30 mPa at 28 days and shall include 6% ± 1% air entrainment.

Upon completion of the jute bag headwall the Contractor shall cap the top row of concrete filled bags with a layer of plain concrete, minimum 100mm (4") thick, and hand trowelled to obtain a pleasing appearance. If the cap is made more than 100mm thick, the Contractor shall provide two (2) continuous 15M reinforcing bars set at mid-depth and equally spaced in

the cap. The Contractor shall fill all voids between the concrete filled jute bags and the corrugated steel pipe with concrete, particular care being taken underneath the pipe haunches to fill all voids.

The completed jute bag headwalls shall be securely embedded into the drain bank a minimum of 450mm (18") measured perpendicular to the sideslopes of the drain.

As an alternate to constructing a concrete filled jute bag headwall, the Contractor may construct a grouted concrete rip rap headwall. The specifications for the installation of a concrete filled jute bag headwall shall be followed with the exception that broken pieces of concrete may be substituted for the jute bags. The concrete rip rap shall be approximately 460mm (18") square and 100mm (4") thick and shall have two (2) flat parallel sides. The concrete rip rap shall be fully mortared in place using a mixture composed of three (3) parts of clean sharp sand and one (1) part of Portland cement.

The complete placement and backfilling of the headwalls shall be performed to the full satisfaction of the Drainage Superintendent and the Engineer.

2. QUARRIED LIMESTONE ENDWALLS

The backfill over the ends of the corrugated steel pipe shall be set on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each end slope and between the drain banks. The top 305mm (12") in thickness of the backfill over the ends of the corrugated steel pipe shall be quarried limestone. The quarried limestone shall also be placed on a slope of 1-½ units horizontal to 1 unit vertical from the bottom of the corrugated steel pipe to the top of each bank of the drain adjacent each end slope. The quarried limestone shall have a minimum dimension of 100mm (4") and a maximum dimension of 250mm (10"). The end slope protection shall be placed with the quarried limestone pieces carefully tamped into place with the use of a shovel bucket so that, when complete, the end protection shall be consistent, uniform, and tightly laid in place.

Prior to placing the quarried limestone end protection over the granular backfill and on the drain banks, the Contractor shall lay non-woven geotextile filter fabric "GMN160" conforming to O.P.S.S. 1860 Class I or approved equal. The geotextile filter fabric shall extend from the bottom of the corrugated steel pipe to the top of each end slope of the bridge and along both banks of the drain to a point opposite the ends of the pipe.

The Contractor shall take extreme care not to damage the geotextile filter fabric when placing the quarried limestone on top of the filter fabric.

3. BRIDGE BACKFILL

After the corrugated steel pipe has been set in place, the Contractor shall backfill the pipe with Granular "B" material, O.P.S.S. Form 1010 with the exception of the top 305mm (12") of the backfill. The top 305mm (12") of the backfill for the full width of the excavated area (between each bank of the drain) and for the top width of the driveway, shall be Granular "A" material, O.P.S.S. Form 1010. The granular backfill shall be compacted in place to a Standard Proctor Density of 100% by means of mechanical compactors. All of the backfill material, equipment used, and method of compacting the backfill material shall be inspected and approved and meet with the full satisfaction of the Drainage Superintendent and Engineer.

4. GENERAL

Prior to the work commencing, the Drainage Superintendent and Engineer must be notified, and under no circumstances shall work begin without one of them being at the site. Furthermore, the grade setting of the pipe must be checked, confirmed, and approved by the Drainage Superintendent or Engineer prior to continuing on with the bridge installation.

The alignment of the new bridge culvert pipe shall be in the centreline of the existing drain, and the placing of same must be performed totally in the dry.

Prior to the installation of the new access bridge culvert, the existing sediment build-up in the drain bottom must be excavated and completely removed. This must be done not only along the drain where the bridge culvert pipe is to be installed, but also for a distance of 3.05 metres (10 ft.) both upstream and downstream of said new access bridge culvert. When setting the new bridge culvert pipe in place it must be founded on a good undisturbed base. If unsound soil is encountered, it must be totally removed and replaced with 20mm (3/4") clear stone, satisfactorily compacted in place.

When doing the excavation work or any other portion of the work relative to the bridge installation, care should be taken not to interfere with, plug up, or damage any existing surface drains, swales, and lateral or main tile ends. Where damage is encountered, repairs to correct same must be performed immediately as part of the work.

The Contractor and/or landowner performing the bridge installation shall satisfy themselves as to the exact location, nature and extent of any existing structure, utility or other object that they may encounter during the course of the work. The Contractor shall indemnify and save harmless the Town, or the Municipality, the Engineer, and their staff from any damages which it may cause or sustain during the progress of the work. It shall not hold them liable for any legal action arising out of any claims brought about by such damage caused by it.

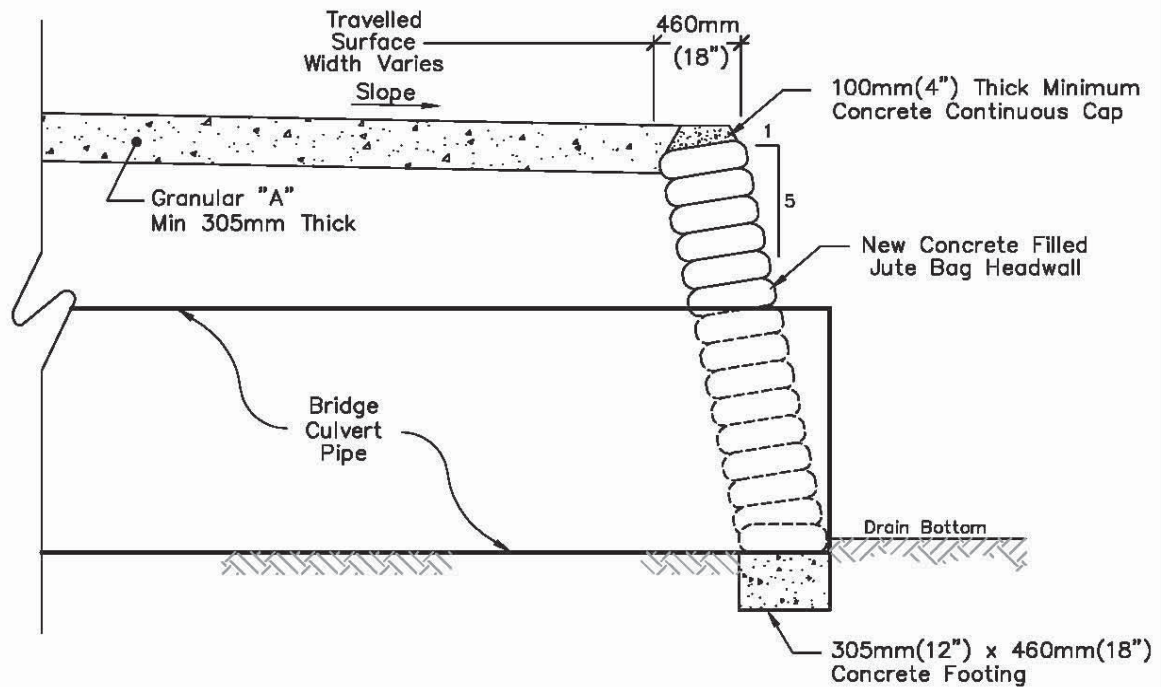
Where applicable, the Contractor and/or landowner constructing the new bridge shall be responsible for any damage caused by them to any portion of the Town road right-of-way. They shall take whatever precautions are necessary to cause a minimum of damage to same and must restore the roadway to its original condition upon completion of the works.

When working along a municipal roadway, the Contractor shall provide all necessary lights, signs, barricades and flagpersons as required to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and latest amendments thereto. If traffic control is required on this project, it is to comply with the M.T.O. Traffic Control Manual for Roadway Work Operations and Ontario Traffic Manual Book 7.

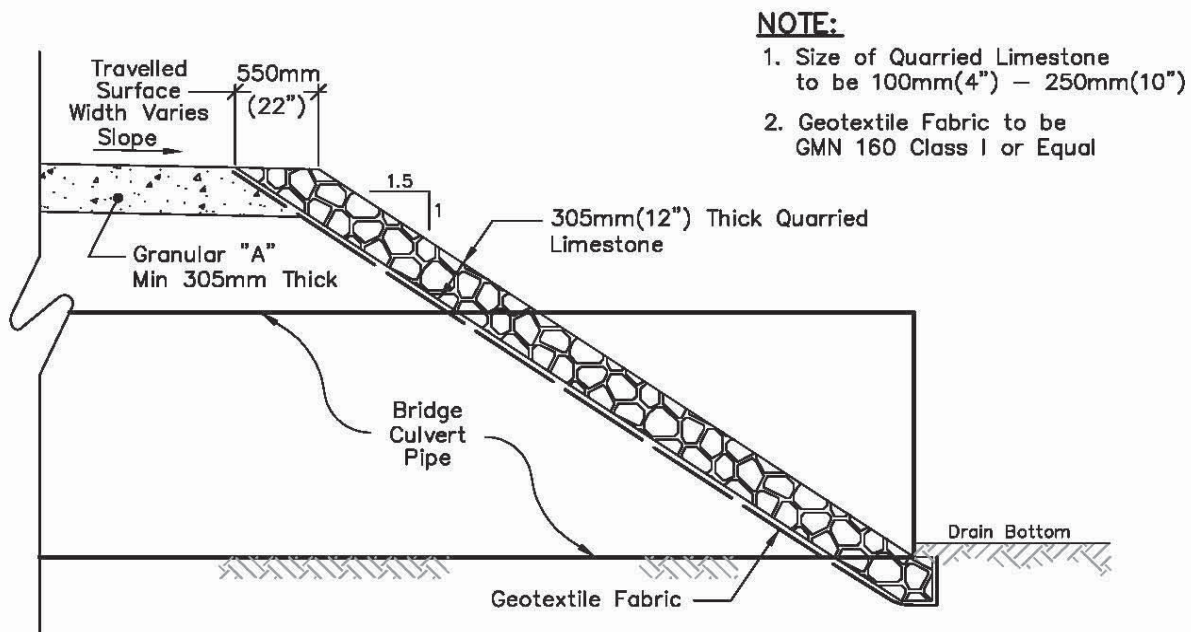
Once the bridge installation has been completed, the drain sideslopes directly adjacent the new headwalls and/or endwalls are to be completely restored including revegetation, where necessary.

All of the work required towards the installation of the bridge shall be performed in a neat and workmanlike manner. The general site shall be restored to its' original condition, and the general area shall be cleaned of all debris and junk, etc. caused by the work

All of the excavation, installation procedures, and parameters as above mentioned are to be carried out and performed to the full satisfaction of the Drainage Superintendent and Engineer.



Typical Jute Bag Headwall



NOTE:

1. Size of Quarried Limestone to be 100mm(4") – 250mm(10")
2. Geotextile Fabric to be GMN 160 Class I or Equal

Typical Quarried Limestone End Protection

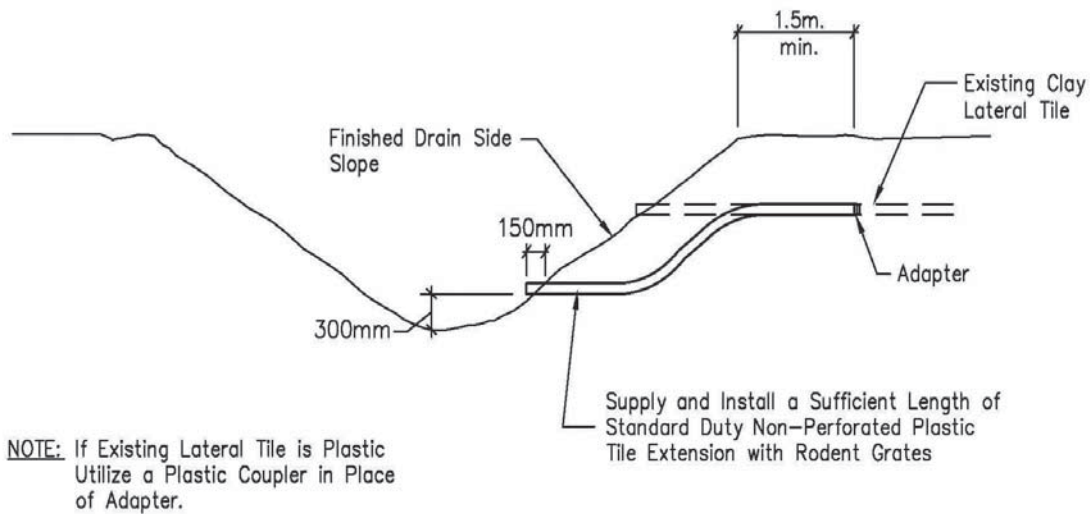
Rood Engineering Inc.

Consulting Engineers

9 Nelson Street

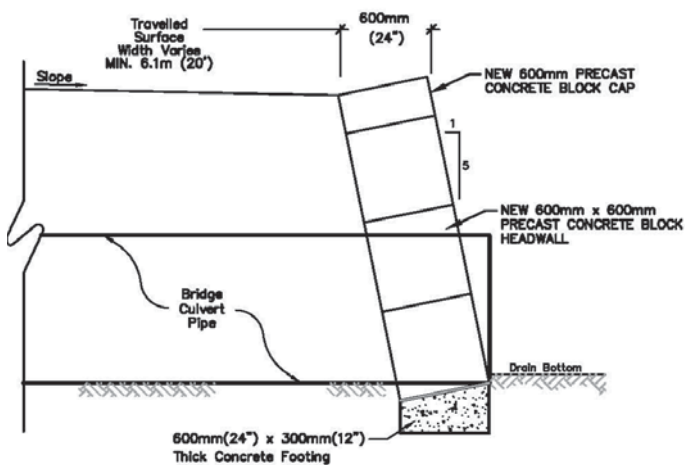
Leamington, Ontario N8H 1G6

519-322-1621



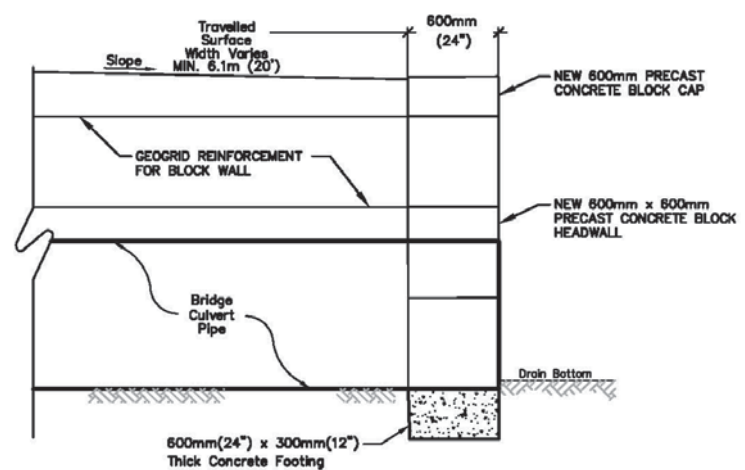
STANDARD LATERAL TILE DETAIL

N.T.S.



TYPICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



TYPICAL VERTICAL PRECAST CONCRETE BLOCK END PROTECTION

Scale = N.T.S.



Block Headwall Installation Instructions for Culverts

1. A swift lift device will be required to place the blocks. A 75mm eye bolt will be required to place the caps.
2. The bottom course of blocks shall be founded on a firm solid base. The contractor shall provide a minimum levelling course of 150mm of compacted 3/4" Clear Stone, or a 100% compacted granular A, or lean concrete as a foundation base.
3. Ensure that the base is level and flat as this will greatly improve speed of installation.
4. On new culverts a minimum of 150mm of block wall will extend below the culvert to prevent scouring under the culvert.
5. The bottom course of blocks shall be embedded into the drain bottom to achieve the desired top elevation of the wall.
6. Blocks shall extend from the pipe invert across the full height and width of the drain and be imbedded a minimum of 300mm into the drain banks. Where possible the top of the block wall will match the height of the completed driveway.
7. Blocks shall be placed such that all joints are staggered.
8. Any excavation voids on the ends of block walls below subsequent block layers shall be filled with 3/4" Clear Stone.
9. Where block walls extend beyond three blocks in height, they should be battered a minimum of 1 unit horizontal for every 10 units vertical throughout the wall's full height and width. This can be achieved using pre-battered base blocks, or by careful preparation of the base.
10. Filter cloth (270R or equivalent) should be placed behind the wall to prevent the migration of fill material through the joints.
11. The walls should be backfilled with a free draining granular fill.
12. A uni-axial geogrid (SG350 or equivalent) should be used to tie back the headwalls where walls extend beyond 1.8m in height.
13. The face of the block wall shall not extend beyond the end of the pipe culvert.
14. Any gaps between the blocks and culvert shall be sealed with non-shrink grout for the full depth of the block.

APPENDIX “REI-D”

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NO. 2007-51

Being a by-law to amend By-law No. 2007-41 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass by-laws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001, c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh enacted By-law No. 2007-41 on the 26th day of June, 2007 to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh is desirous of amending By-law No. 2007-41;

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

1. **That** paragraph 4.9 be deleted and replaced with the following paragraph:
 - 4.9 Permitted fires, except those described in Section 4.4, shall,
 - a) be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height; and,
 - b) in residentially zoned areas, be completely extinguished by 2:00 a.m.
2. **That** paragraph 5.2 be deleted and replaced with the following paragraph:
 - 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services.

3. **That** paragraph 5.3 be deleted and replaced with the following paragraph:

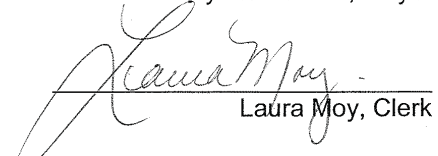
5.3 An application must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services. Approved permits must be retained and presented to an attending fire official in the event that there is a need for a fire official to attend at the burn location due to complaint.

4. **That** this by-law shall take full force and effect on the third and final reading.

READ a first, second, third time and finally passed this 11th day of September, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

THE CORPORATION OF THE TOWN OF TECUMSEH

BY-LAW NUMBER 2007-41

A by-law to regulate the setting of open air fires and identify the precautions and conditions to be observed for such fires within The Corporation of the Town of Tecumseh.

WHEREAS Council considers excessive smoke, smell, airborne sparks or embers to be or could become or cause public nuisances by creating negative health effects on neighbouring residents, increasing fire exposure hazards, infringing on the enjoyment of the use of neighbouring properties and generating false or nuisance alarms;

AND WHEREAS Council is empowered under Section 128 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, to pass bylaws to prohibit and regulate public nuisances, including matters that, in the opinion of Council are, or could become or cause public nuisances;

AND WHEREAS in accordance with Section 425 of the *Municipal Act* 2001, S.O. 2001, c. 25 as amended, a municipality may pass by-laws providing that a person who contravenes a by-law of the municipality passed under this Act is guilty of an offence;

AND WHEREAS Section 444 of the *Municipal Act* 2001 c. 25 states if a municipality is satisfied that a contravention of a by-law of the municipality passed under this Act has occurred, the municipality may make an order requiring the person who contravened the by-law or who caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to discontinue the contravening activity;

AND WHEREAS Section 446(1) of the *Municipal Act* 2001 c.25 states that if a municipality has the authority under this or any other Act or under a by-law under this or any other Act to direct or require a person to do a matter or thing, the municipality may:

- provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;
- enter upon land at any reasonable time;
- recover the costs of doing a matter or thing from the person directed or required to do it by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes; and
- that costs include interest calculated at a rate of 15 per cent or such lesser rate as may be determined by the municipality, calculated for the period commencing on the day the municipality incurs the costs;
- the costs, including interest, constitutes a lien on the land upon the registration in the proper land registry office of a notice of lien;

AND WHEREAS Section 390 of the *Municipal Act* 2001 c.25 provides that a "person" includes a municipality and a local board and the Crown;

AND WHEREAS Section 426 of the *Municipal Act* 2001 c. 25 provides that no person shall hinder or obstruct, or attempt to hinder or obstruct any person exercising a power or performing a duty under this Act or a by-law under this Act and that any person who contravenes subsection (1) is guilty of an offence;

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

1. DEFINITIONS

In this By-law:

- 1.1 "Burning Appliance" means any device designed or engineered to have a fire set within a contained area and totally enclosed by various means of screening and/or other methods.
- 1.2 "By-law Enforcement Officer" means the municipal person appointed by the Town of Tecumseh who shall be responsible for the enforcement of the provisions of this by-law.
- 1.3 "Chief Fire Official" means the Fire Chief of the Tecumseh Fire/ Rescue Services or designate.
- 1.4 "Competent Adult" means any person (18 years of age or older) who, in the opinion of those charged with enforcement of this By-Law, is capable of exercising the required judgement and capable of performing the necessary actions to control and prevent its unwanted spread.
- 1.5 "Farmer" means the owner or operator of an agricultural operation within an area zoned for agricultural pursuant to the *Farming & Food Protection Act*, 1998.
- 1.6 "Farmlands" means land designated "agricultural".
- 1.7 "Firefighter" means any person or any rank of person employed in, or appointed to the Tecumseh Fire/Rescue Services and assigned to undertake fire protection or fire prevention services.
- 1.8 "Full Cost Recovery Basis" has the meaning as described in Schedule "A" attached hereto.
- 1.9 "Open Air" means any open place, yard, field, lot, part lot or construction area which is not enclosed by a building or structure.
- 1.10 "Open Air Burning" means any fire set in the Open Air.
- 1.11 "Owner" means the registered owner or any person, firm or corporation having control over, or possession, of any portion of the building or property under consideration and includes the persons in the building or on the property.
- 1.12 "Permit" means a permit issued by the Chief Fire Official to set a fire in the Open Air for a specified date and period of time.
- 1.13 "Person" means an individual, business, a partnership or a corporation.
- 1.14 "Pit" means an area dug into the ground and/or surrounded by materials designed to contain the fire and prevent its spread to areas beyond the Pit.
- 1.15 "Police Officer" means any member of the Ontario Provincial Police.
- 1.16 "Tenant" means the occupant having possession or Person having control of a property or premises.
- 1.17 "Town" means The Corporation of the Town of Tecumseh.

2. ADMINISTRATION AND ENFORCEMENT

- 2.1 The Chief Fire Official shall be responsible for the administration of this by-law.
- 2.2 Enforcement of this by-law is the responsibility of the Chief Fire Official, any Fire-fighter, any Police Officer or any By-law Enforcement Officer.
- 2.3 The Chief Fire Official may refuse to issue a Permit or revoke any or all issued Permits.
- 2.4 The Fire Chief, Firefighters or Police Officers may, at all times enter and inspect any property or premises in order to ascertain whether the provisions of this by-law are complied with and to enforce or carry into effect the by-law.
- 2.5 Any person who fails to comply with the provisions of this by-law or fails to extinguish a fire once notification to do so has been given to him by the Chief Fire Official, a Police Officer or a Firefighter shall, in addition to any penalty provided herein, be liable to the municipality for all expenses incurred for the purposes of controlling and extinguishing of any fire so set or left to burn and such expenses may be recovered by court action or in a like manner as municipal taxes.

3. ENVIRONMENT

- 3.1 All Open Air Burning shall comply with the provisions of the *Environmental Protection Act*, R.S.O. 1990. c. E19.
- 3.2 No Open Air Burning shall be permitted when a smog alert has been issued for the region of Essex County, which includes the Town.
- 3.3 No Open Fire shall be started or maintained when wind condition is in such direction or intensity so as to cause any or all of the following:
 - (a) decrease in visibility on any highway or roadway;
 - (b) threaten a rapid spread of fire through a grass or brush area;
 - (c) smoke which causes annoyance or irritation to adjacent persons, properties or premises.

4. GENERAL PROVISIONS

- 4.1 No Person being the Owner or Tenant in possession of lands within the Town shall allow a fire to be set or burn on such lands unless a Permit has been obtained.
- 4.2 No Person shall allow a fire to be set or burned exceeding the requirements of Sections 4.8 and 4.9.
- 4.3 Notwithstanding any provisions herein, no Person shall set or maintain a fire,
 - (a) in contravention of the *Ontario Fire Code*, the *Environmental Protection Act* or any other statutory requirements of the Province of Ontario or the Government of Canada;
 - (b) where the consumption of material or size and area of the fire will exceed the limits set by the Chief Fire Official and/or listed within this by-law in Sections 4.8 and 4.9.

- 4.4 (a) No Permit shall be required for domestic barbeques or permanent outdoor fireplaces used solely for the cooking of food on a grill and extinguished immediately upon completion of the cooking process or any Burning Appliance, or a Pit or open area where the requirements of Sections 4.8 and 4.9 are not exceeded;
- (b) installation and location of Burning Appliances must meet the manufacturer's specifications.
- 4.5 (a) A farmer who intends to set or maintain a fire in the Open Air on a specified day for disposal of vegetable matter or vegetation on Farmlands which is normal and incidental for farming purposes shall obtain a Permit to cover the period of the proposed Open Air fire, and will be required to notify the Tecumseh Fire/Rescue Services for each day that the proposed Open Air fire will take place;
- (b) an Open Air fire shall be supervised by a Competent Adult equipped with sufficient equipment to control and contain the Open Air fire to prevent the spread of the Open Air fire that would endanger or put at risk other properties or premises;
- (c) an Open Air fire shall be restricted to daylight hours only;
- (d) an Open Air fire shall be surrounded by a tilled area wide enough to prevent an Open Air fire from jumping across the tilled area and to maintain the area of the burn to be no greater than one (1) hectare in size;
- (e) the leading edge of the flame of an Open Air fire shall not exceed thirty (30) metres in length.
- 4.6 No Person shall set any fire in the Open Air to burn asphalt products, tires, treated wood, construction materials or rubble, kitchen garbage or any garbage or trash, rubber plastics and like items.
- 4.7 No Person shall set any fire in the Open Air except where permitted and only in the presence of a Competent Adult. The Competent Adult shall not leave the burning operation until such time as the fire has been completely extinguished and there is no threat of re-ignition or spreading of the fire.
- 4.8 Every Person that starts a fire in the Open Air shall ensure that there are adequate tools and/or water on hand to contain or extinguish the fire.
- 4.9 Permitted fires, except those described in Section 4.4, shall be kept to manageable size that shall not be greater than one (1) square metre with flames no higher than one (1) metre in height.
- 4.10 Every Person who sets an Open Air fire in the Town of Tecumseh shall be:
- (a) responsible and liable for any damage to property or injury to person occasioned by said fire;
- (b) liable for all costs incurred by the Town of Tecumseh, including but not limited to, the Fire/Rescue Services, including personnel and other agencies called to control and extinguish said fire on a Full Cost Recovery Basis. All fees and charges to be paid under this subsection shall be payable in the manner and subject any interest and penalties set forth in paragraph 5 and 6 of the Administrative Fees and Charges By-law 2007-12, as may be amended or repealed from time to time;

- (c) the fees and charges under this section shall not be payable by that class of persons which have obtained a permit for an Open Air fire and complied with the terms of such permit.

- 4.11 Notwithstanding the aforementioned sections listed herein, the Fire Chief may issue a Permit upon application and approve the setting of any fire subject to the fire being adequately supervised and controlled through special conditions addressed by the Chief Fire Official.
- 4.12 No fire shall be set to dispose of commercial, industrial or construction waste or other like materials in areas zoned for commercial or industrial occupancies and such aforementioned materials shall not be transported to residential or agricultural areas for burning purposes.
- 4.13 No fires shall be set at construction and/or demolition sites for the purpose of disposing of waste, building material or rubble.

5. FIRES REQUIRING PERMITS

- 5.1 Except as provided in section 4.3 of this by-law, no Person shall set, maintain or cause to be set or maintained, a fire in the Open Air unless a Permit has been issued by the Chief Fire Official.
- 5.2 An application for a Permit must be completed on the form/forms provided by the Tecumseh Fire/Rescue Services. Such forms are available to fill out by telephone call to Tecumseh Fire Station No. 1, Monday to Friday from 08:30 hr to 16:30 hr.
- 5.3 Each completed application for a Permit must be filed with the Chief Fire Official of the Tecumseh Fire/Rescue Services, at the administration offices located at 985 Lesperance Road, Tecumseh, Ontario.
- 5.4 In issuing a Permit under this part for Open Air Burning, the Chief Fire Official may impose any additional requirements or conditions as may be deemed necessary.

6. OFFENCES

- 6.1 (a) Any person who contravenes any of the provisions of this by-law is guilty of an Offence;
- (b) any person who hinders or obstructs a person lawfully carrying out the enforcement of this by-law is guilty of an Offence.

7. FINES

- 7.1 Every Person who is convicted of an Offence is liable to a Fine of not more than Five Thousand (\$5,000.00) Dollars as provided for in the *Provincial Offences Act*, R. S.O. 1990, Chap. P.33.

8. SEVERABILITY

- 8.1 If any section or sections of this by-law or parts thereof are found in any court to be illegal or beyond the power of Council to enact, such section or sections or parts thereof shall be deemed severable and all other sections or parts of this by-law shall be deemed separate and independent there from and enacted as such.

9. **SHORT TITLE**

9.1 The short title of this by-law shall be TECUMSEH OPEN AIR BURNING BY-LAW.

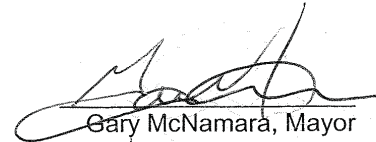
10. **EFFECTIVE DATE**

10.1 This by-law shall come into full force and take effect on the 1st day of July, 2007.

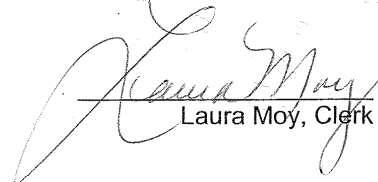
11. **REPEAL**

11.1 By-law No. 2005-57 is hereby repealed.

READ a first, second, third time and finally passed this 26th day of June, 2007.



Gary McNamara, Mayor



Laura Moy, Clerk

SCHEDULE "A"
By-law Number 2007-41

**THE CORPORATION OF THE TOWN OF TECUMSEH
TECUMSEH FIRE/RESCUE SERVICES EQUIPMENT SERVICES RATES**

"Full Cost Recovery Basis" includes any and all charges and costs howsoever incurred by the Town directly or indirectly in controlling and extinguishing the Open Air fire and shall include without limitations:

Emergency Services Rendered:

- (a) \$350.00 first hour or part thereof per piece of equipment;
- (b) \$175.00 each additional half-hour or part thereof per piece of equipment;
- (c) \$42.00 first hour or part thereof per firefighter who responds to the call;
- (d) \$27.50 for each additional hour or part thereof per firefighter until all equipment is cleaned, checked and returned to service;
- (e) the cost of all extinguishing agents required to extinguish the fire.

No Emergency Services Rendered:

- (a) \$350.00 flat rate per piece of equipment where services are not required nor provided;
- (b) \$42.00 flat rate per firefighter who responds to the call for service.

APPENDIX “REI-E”

WATERSHED PLAN, PROFILES, PLANS, AND SECTIONS

FOR THE

HURLEY RELIEF BRANCH DRAIN AND UPPER PART
OF THE HURLEY RELIEF DRAIN

(Geographic Township of Sandwich South)

IN THE

TOWN OF TECUMSEH

IN THE

COUNTY OF ESSEX • ONTARIO

Gerard Rood
GERARD ROOD, P.ENG.

**ROOD
ENGINEERING
INC.**

CONSULTING ENGINEERS
Leamington, Ontario
519-322-1621



DATE: November 20th, 2019

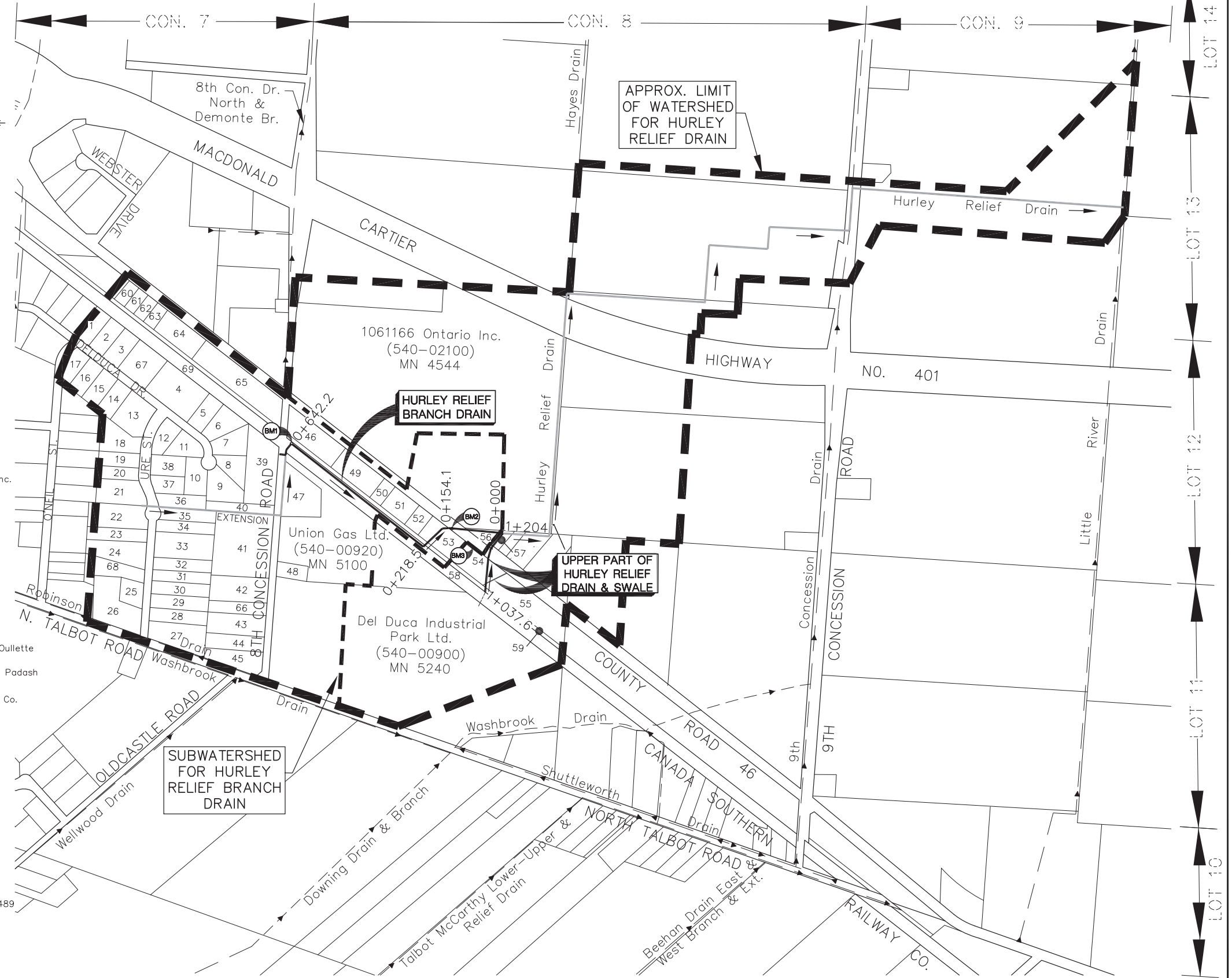
TOWN OF TECUMSEH

MAYOR: GARY McNAMARA
CLERK: LAURA MOY
DRAINAGE SUPERINTENDENT: SAM PAGLIA, P.ENG.

BENCHMARKS:

- 1) TOP NORTH OVERT 900mmØ CONC. PIPE UNDER CANADA SOUTHERN RAILWAY CO. AT EAST SIDE 8TH CONCESSION ROAD
ELEV. = 188.289m
- 2) SOUTHEAST CORNER OF CONCRETE CURB FOR BRIDGE NO. 5 ON SOUTH SIDE OF COUNTY ROAD 46
ELEV. = 189.352m

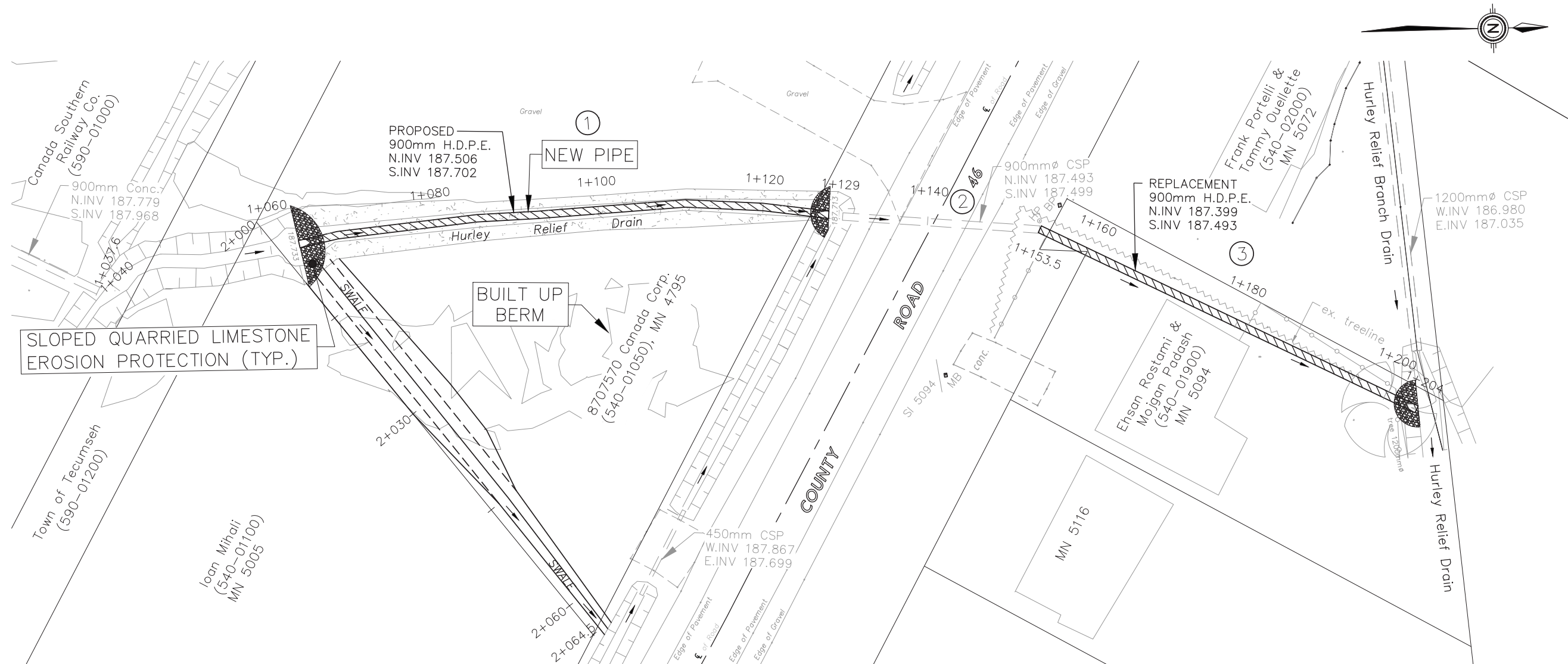
- | | | |
|--|---|--|
| 1. Calframax Holdings Inc. (550-20020), MN 3700 | 24. West Industries Inc. (550-20240), MN 5155 | 47. Ecotemp Investments Inc. (540-00910), MN 5140 |
| 2. Matward Holdings Ltd. (550-20019), MN 3750 | 25. Mamatas Real Estate Holdings Ltd. (550-20260), MN 5175 | 48. Gurpreet Dhillon (540-00905), MN 5180 |
| 3. 2612491 Ontario Ltd. (550-20018), MN 3800 | 26. Mamatas Real Estate Holdings Ltd. (550-20300), MN 3920 | 49. Vic Mur Enterprises (540-00940), MN 4565 |
| 4. 2446126 Ontario Ltd. (550-20014), MN 4000 | 27. Jin Hu Holdings Inc. (550-19820), MN 4000 | 50. Super Lighting & Decor Inc. (540-00950), MN 4585 |
| 5. Calframax Holdings Inc. (550-20012), MN 4100 | 28. Computool Investments Inc. (550-19822), MN 5180 | 51. 1818670 Ontario Ltd. (540-00960), MN 4587 |
| 6. 2189165 Ontario Ltd. (550-20011), MN 4150 | 29. 1068420 Ontario Inc. (550-19824), MN 5170 | 52. Voltuara Investments Ltd. (540-01000), MN 4591 |
| 7. Fillippo Liburdi Construction Ltd. (550-20010), MN 4200 | 30. Blue Line Mold Inc. (550-19826), MN 5160 | 53. Robert Weir & Dorothy Suzor (550-01040), MN 4595 |
| 8. 2030185 Ontario Ltd. (550-20009), MN 4250 | 31. 2449620 Ontario Inc. (550-19828), MN 5156 | 54. 8707570 Canada Corp. (540-01050), MN 4795 |
| 9. 2030185 Ontario Ltd. (550-20007), MN 4300 | 32. 2355406 Ontario Ltd. (550-19830), MN 5150 | 55. Ioan Mihali (540-01100), MN 5005 |
| 10. Eagle Heating & Cooling Inc. (550-20006), MN 4201 | 33. 905293 Ontario Ltd. (550-19900), MN 5140 | 56. Frank Portelli & Tammy Oullette (540-02000), MN 5072 |
| 11. 2446126 Ontario Ltd. (550-20005), MN 4125 | 34. 1849658 Ontario Ltd. (550-20000), MN 5136 | 57. Ehsan Rostami & Mojgan Padash (540-01900), MN 5094 |
| 12. 2446126 Ontario Inc. (550-20004), MN 4501 | 35. N. Talbot Holdings Ltd. (550-20008), MN 5130 | 58. Canada Southern Railway Co. (590-01000) |
| 13. Del Duca Industrial Park Ltd. (550-20194), MN 3955 | 36. Rom-Ex Investment Ltd. (550-20001), MN 5100 | 59. Town of Tecumseh (590-01200) |
| 14. Del Duca Industrial Park Ltd. (550-20192), MN 3875 | 37. Carolcox Management Ltd. (550-20002), MN 5080 | 60. 1339596 Ontario Limited (550-18901), MN 4009 |
| 15. Del Duca Industrial Park Ltd. (550-20191), MN 3825 | 38. Fillippo Liburdi Construction Ltd. (550-20003), MN 5060 | 61. Donald Bastien, Frank Monaco, & Thomas Masiarek (550-18902), MN 4013 |
| 16. Rycroft Capital Corporation (550-20190), MN 3775 | 39. Prodart Enterprises Inc. (550-19400), MN 5041 | 62. Ironworkers Local 700 (550-18903), MN 4041 |
| 17. 2088307 Ontario Ltd. (550-20189), MN 3725 | 40. Giuseppe Delicata (550-19500), MN 5105 | 63. Ironworkers Local 700 (550-19000), MN 4069 |
| 18. 2076493 Ontario Ltd. (550-20195), MN 5041 | 41. West Industries Inc. (550-19502), MN 5175 | 64. 2158058 Ontario Inc. (550-19001), MN 4155 |
| 19. Sigma Engineering (Windsor) Inc. (550-20196), MN 5061 | 42. Pangeo Holdings Ltd. (550-19600), MN 5185 | 65. 401 Diesel Centre Ltd. (550-19200), MN 4293 & 4489 |
| 20. Sigma Engineering (Windsor) Inc. (550-20197), MN 5051 | 43. Riza-Cona Inc. (550-19606), MN 5205 | 66. Riza-Cona Inc. (550-19606) |
| 21. 1307649 Ontario Ltd. (550-20198), MN 5101 | 44. 2361269 Ontario Inc. (550-19610), MN 5255 | 67. 2612491 Ontario Ltd. (550-20018), MN 3900 |
| 22. Carolcox Management Ltd. (550-20200), MN 5135 | 45. 2198043 Ontario Inc. (550-19800), MN 4500 | 68. West Industries Inc. (550-20240), MN 5155 |
| 23. 2391472 Ontario Ltd. (550-20230), MN 5145 | 46. Davemarc Developments (540-00930), MN 4535 | 69. Detroit River Tunnel Company (550-20030) |



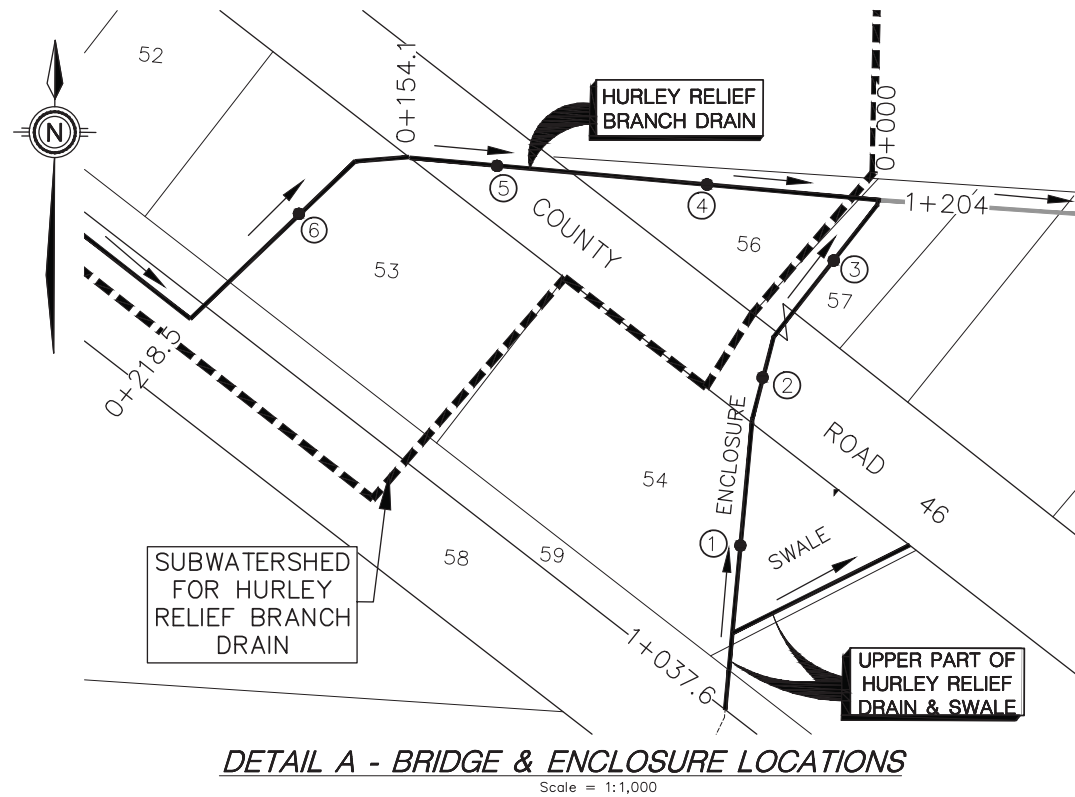
NOTE 1: REFER TO SHEET NO. 2
DETAIL 'A' FOR BRIDGE/ENCLOSURE
NUMBER SCHEMATIC

HURLEY RELIEF BRANCH DRAIN & UPPER PART OF HURLEY RELIEF DRAIN WATERSHED PLAN

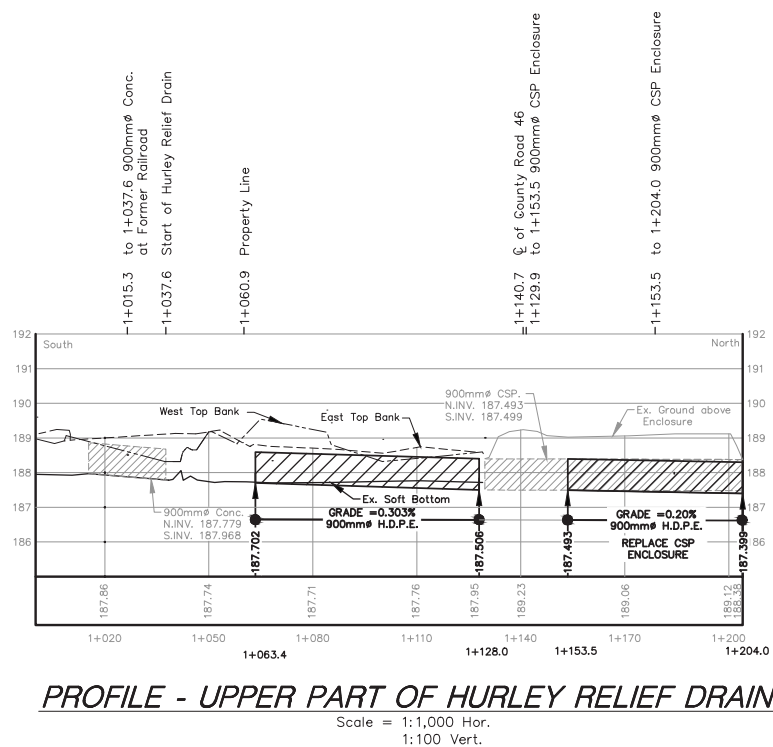
Scale = 1:5,000



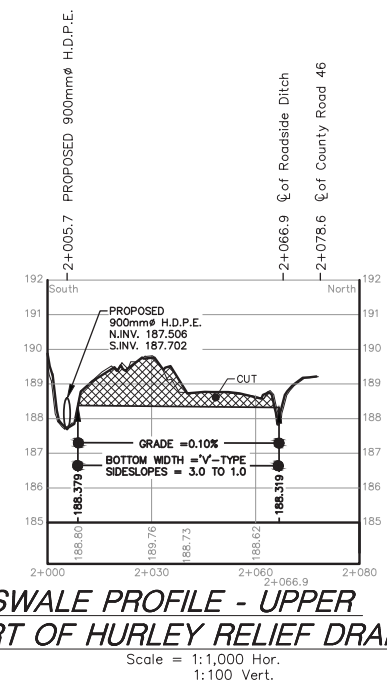
PLAN - UPPER PART OF HURLEY RELIEF DRAIN ENCLOSURES & SWALE
Scale = 1:250



DETAIL A - BRIDGE & ENCLOSURE LOCATIONS
Scale = 1:1,000

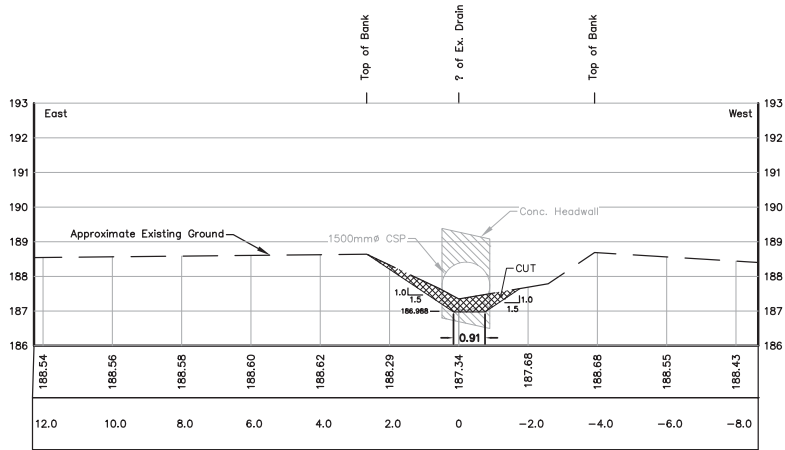


PROFILE - UPPER PART OF HURLEY RELIEF DRAIN
Scale = 1:1,000 Hor.
1:100 Vert.

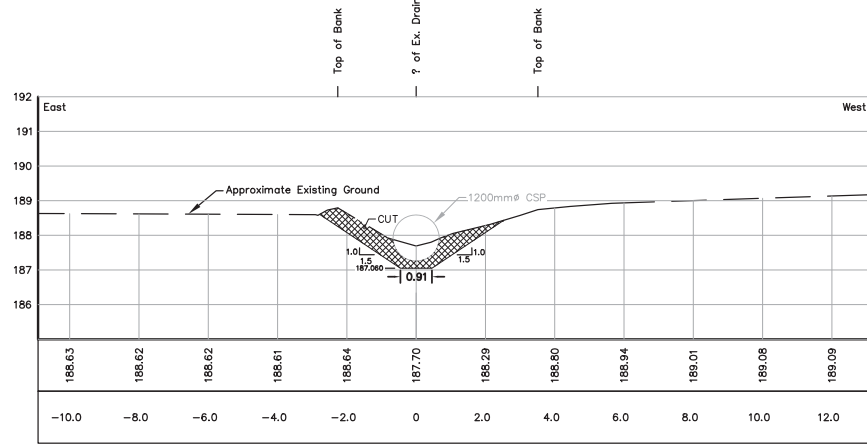


SWALE PROFILE - UPPER PART OF HURLEY RELIEF DRAIN
Scale = 1:1,000 Hor.
1:100 Vert.

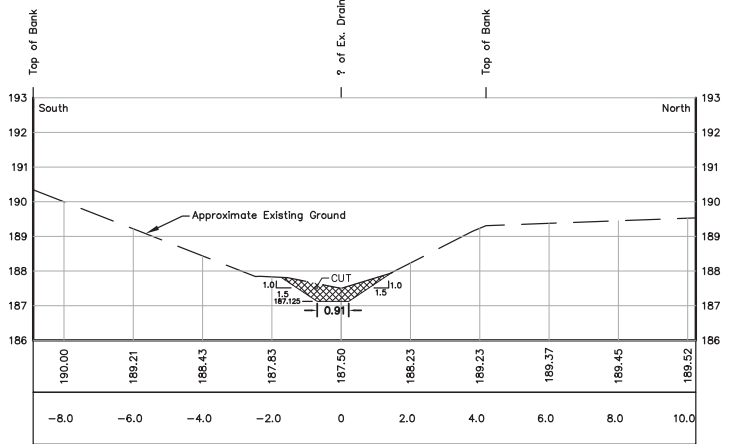
THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.



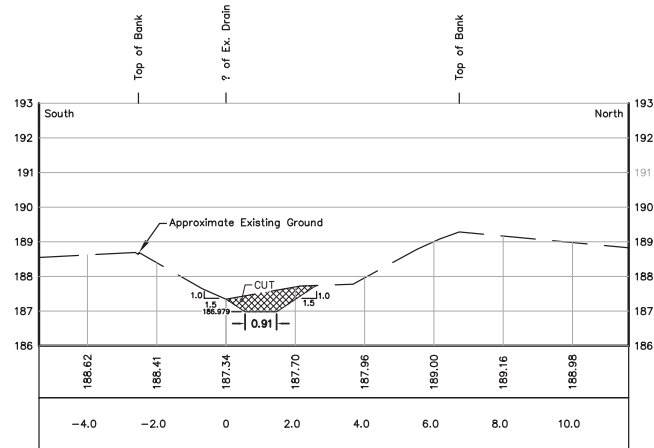
STA 0+104.2
Scale = 1:100



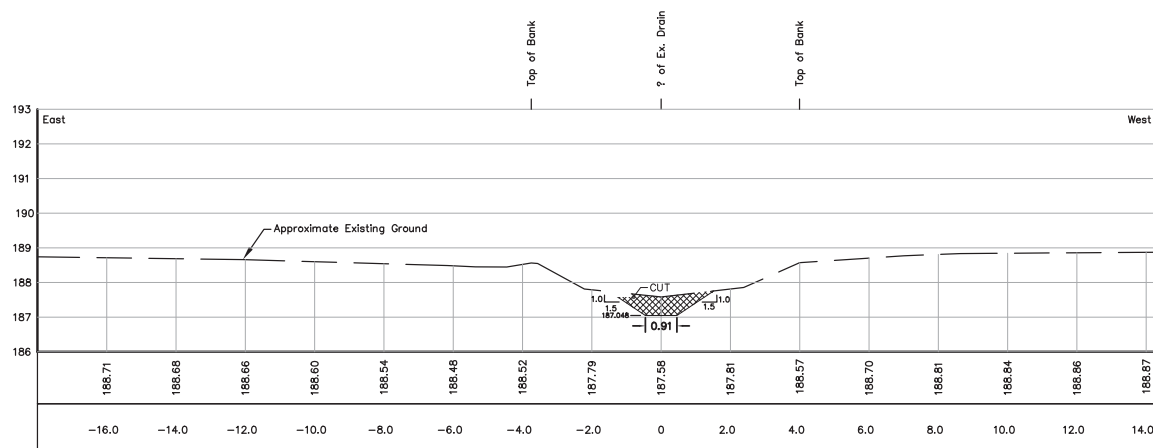
STA 0+164.7
Scale = 1:100



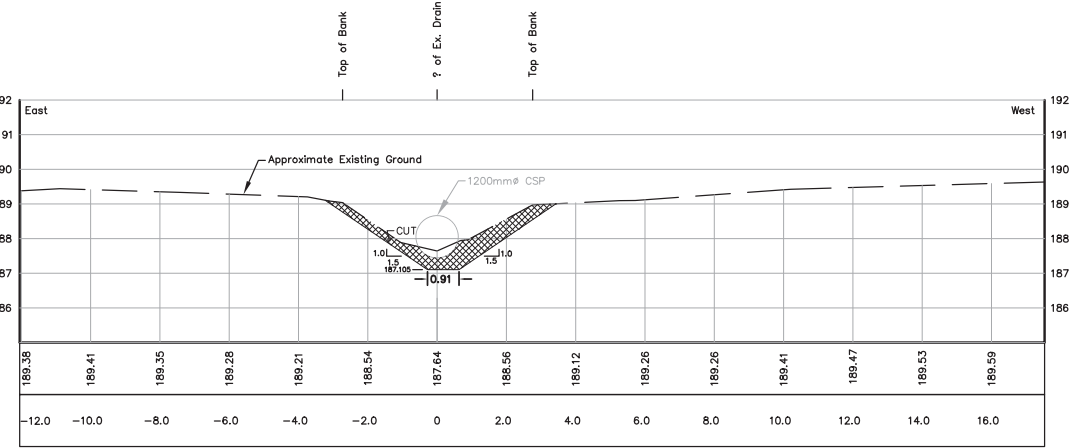
STA 0+218.5
Scale = 1:100



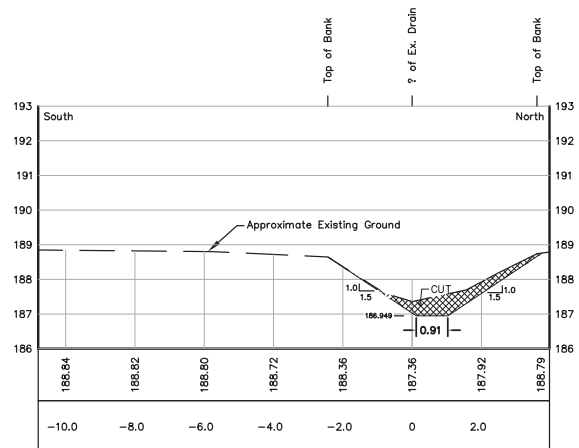
STA 0+096.9
Scale = 1:100



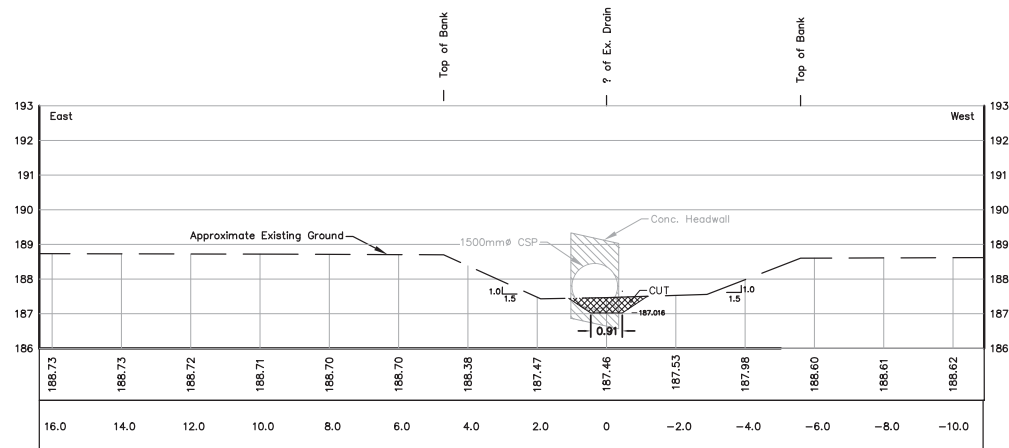
STA 0+164.1
Scale = 1:100



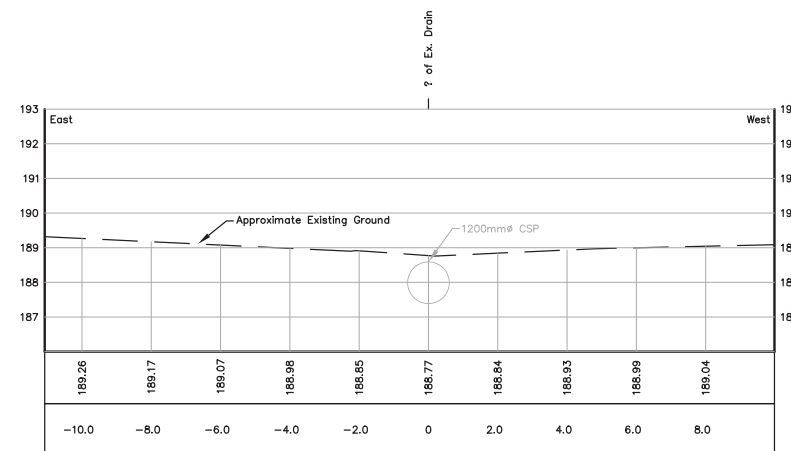
STA 0+201.4
Scale = 1:100



STA 0+071.0
Scale = 1:100



STA 0+131.6
Scale = 1:100



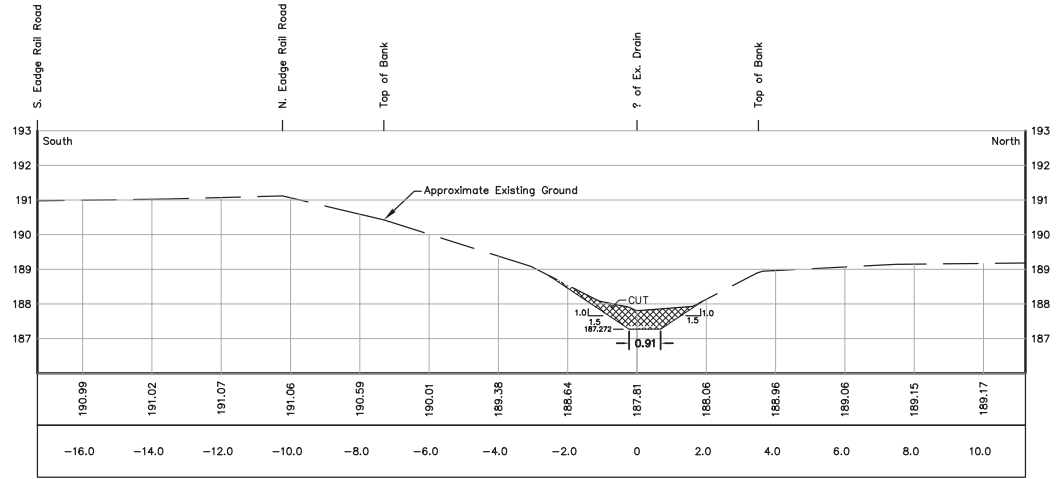
STA 0+190.0
Scale = 1:100

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

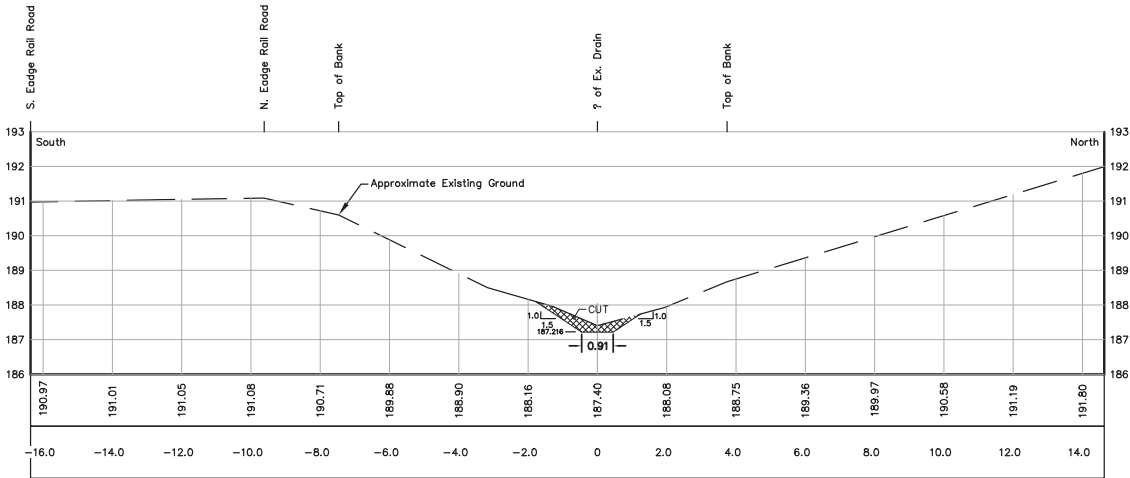
DRAWN BY: G.S. & K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D013.DWG
FILE No.: REI2016D013
SHEET No.: 4 of 10

E09HU(44)

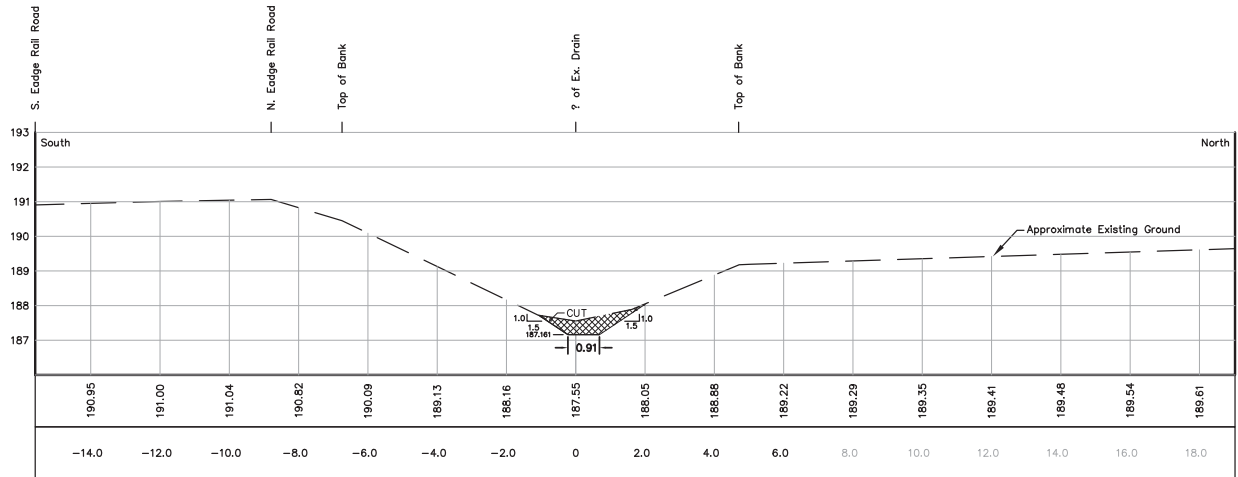
C:\Users\B\OneDrive\Documents\Projects\2016\REI-20160013 - Hurley Ridge & Branch & Edge Rail REI20160013.dwg 2016-09-15



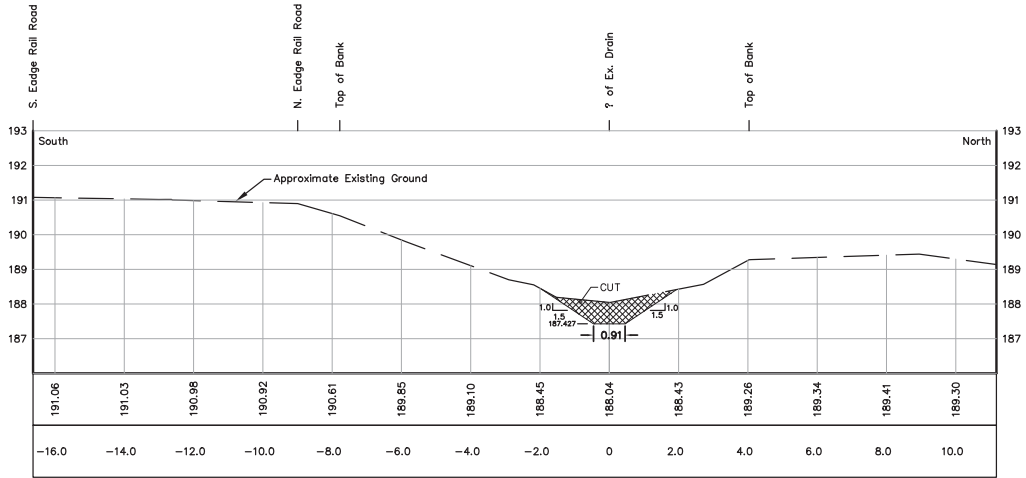
STA 0+341.4
Scale = 1:100



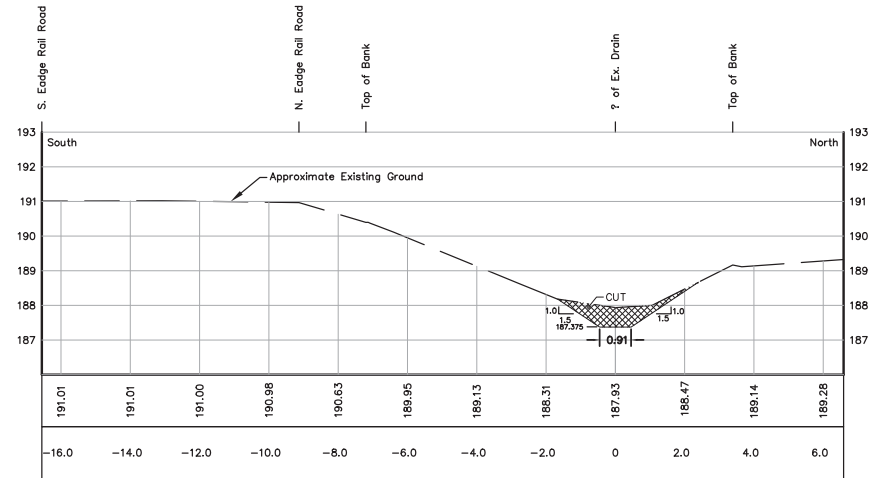
STA 0+293.8
Scale = 1:100



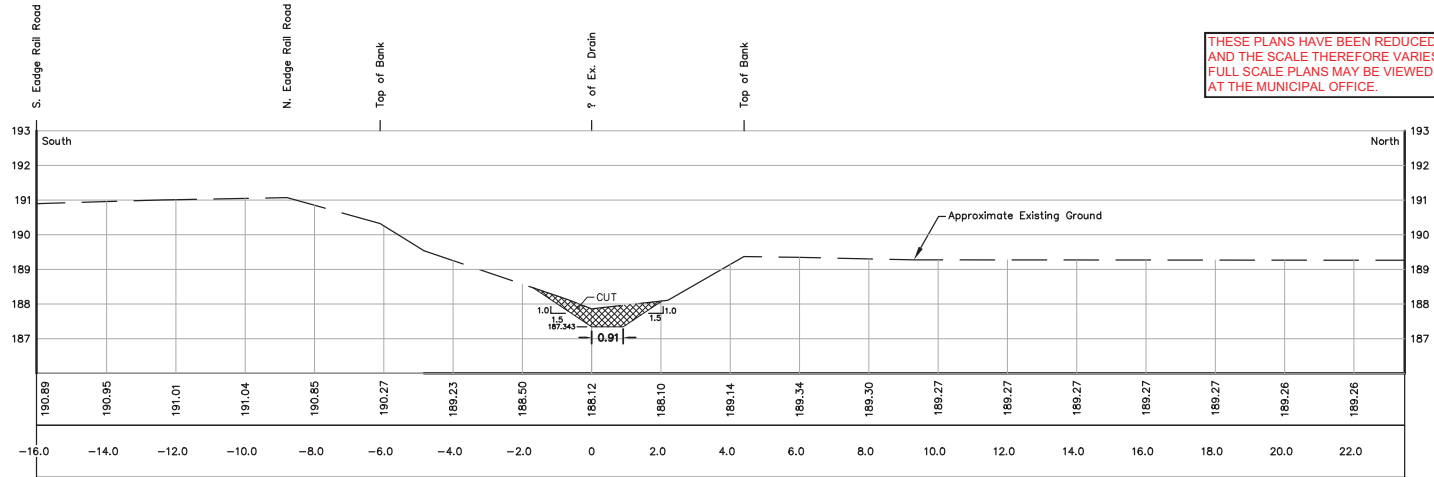
STA 0+248.8
Scale = 1:100



STA 0+469.4
Scale = 1:100

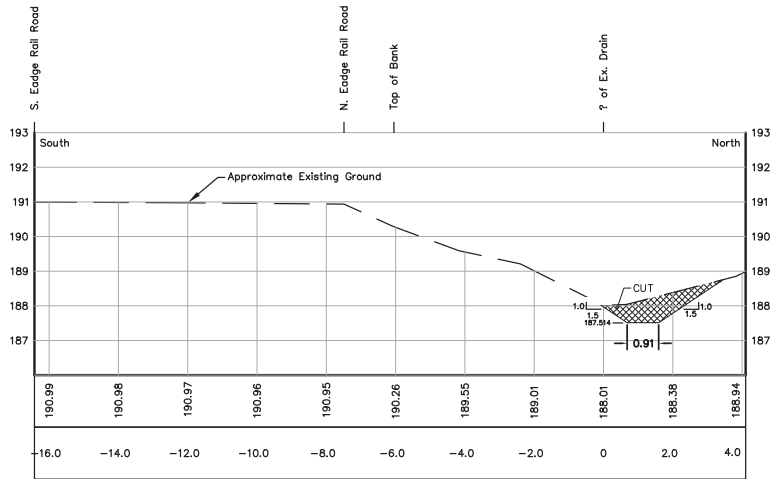


STA 0+426.6
Scale = 1:100

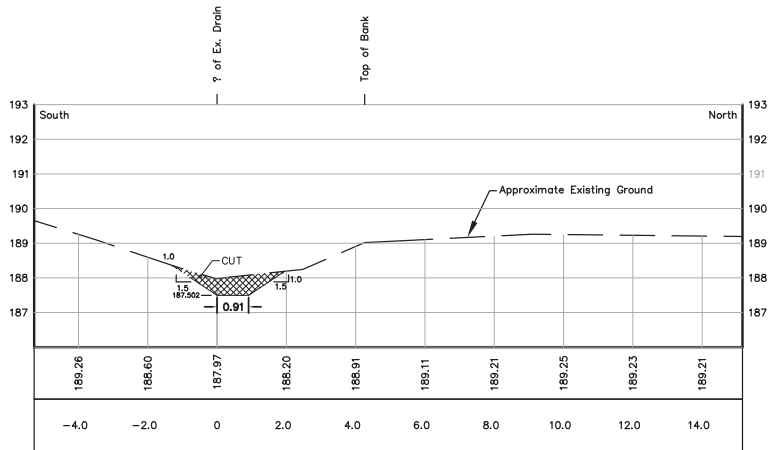


STA 0+399.9
Scale = 1:100

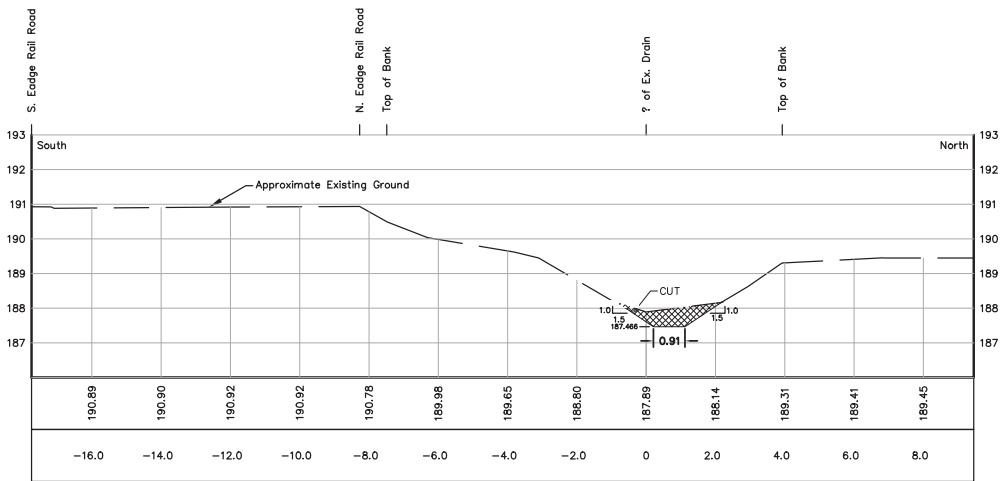
THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.



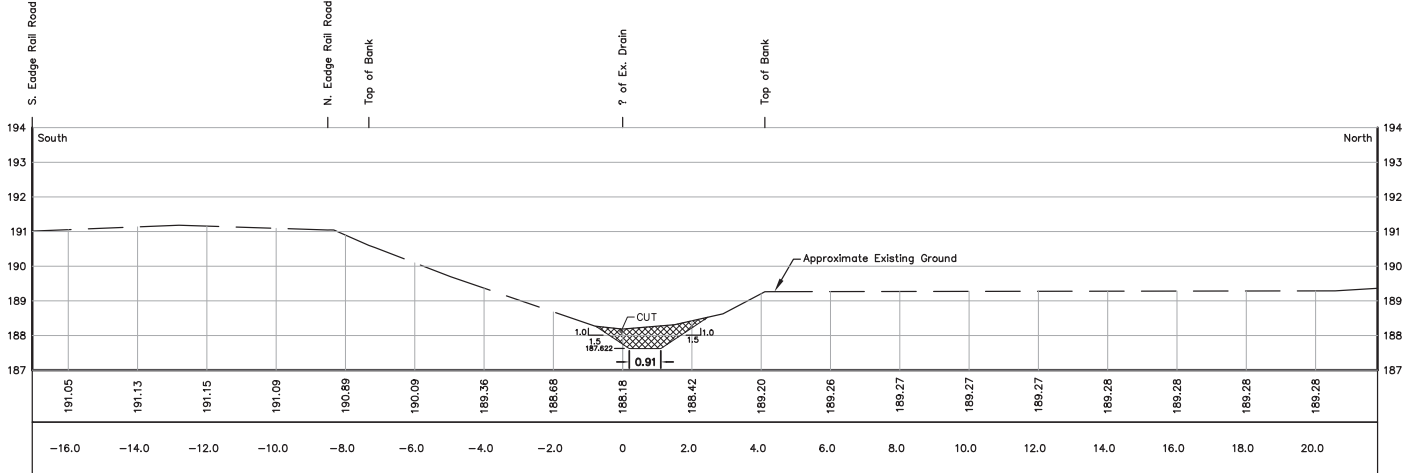
STA 0+541.6
Scale = 1:100



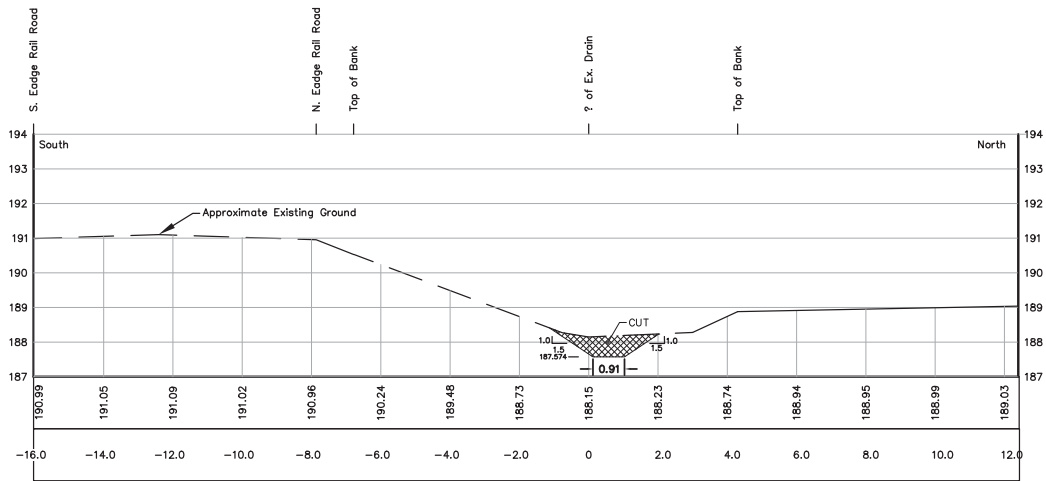
STA 0+532.0
Scale = 1:100



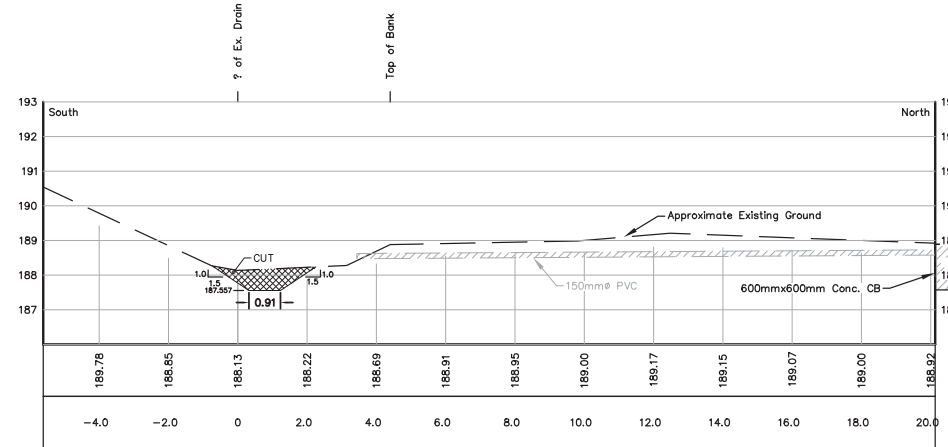
STA 0+503.1
Scale = 1:100



STA 0+630.6
Scale = 1:100

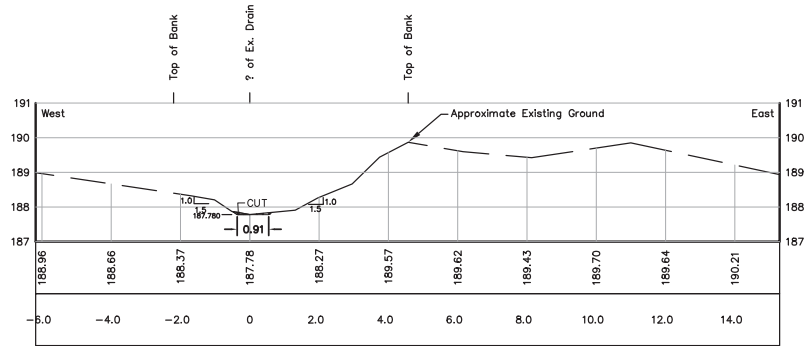


STA 0+591.9
Scale = 1:100

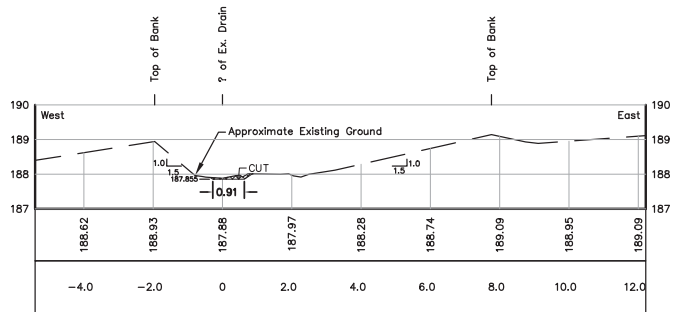


STA 0+577.5
Scale = 1:100

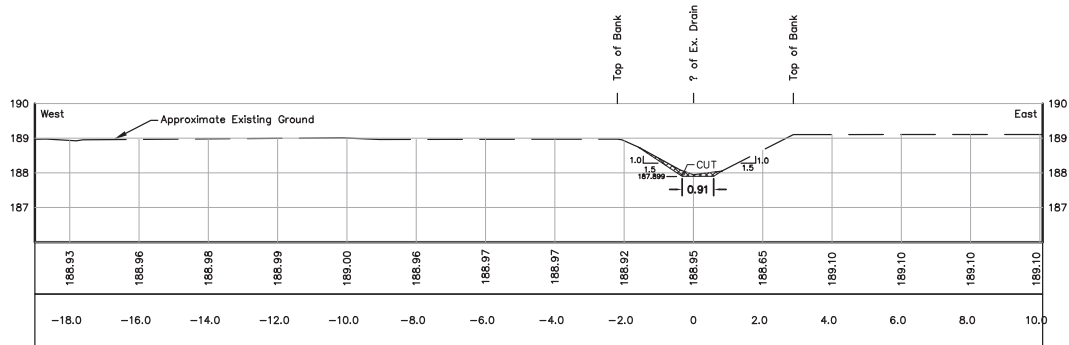
THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.



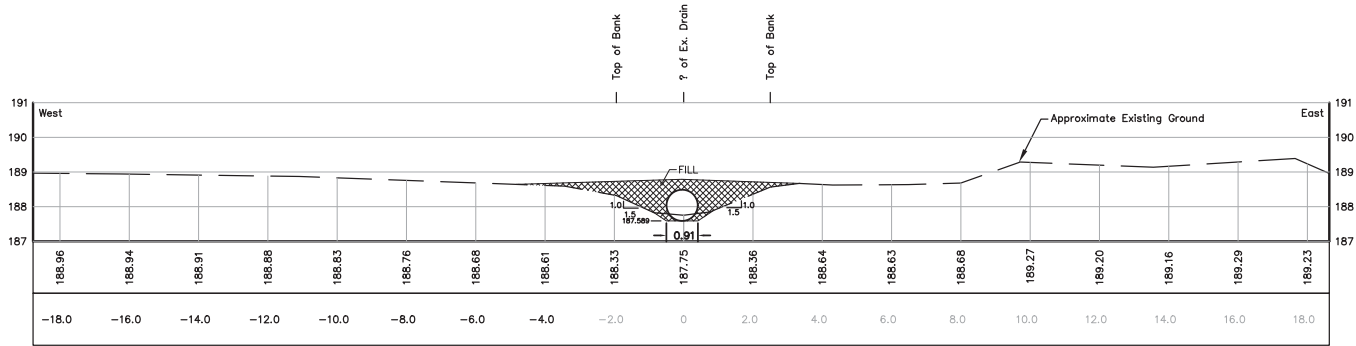
STA 1+038.3
Scale = 1:100



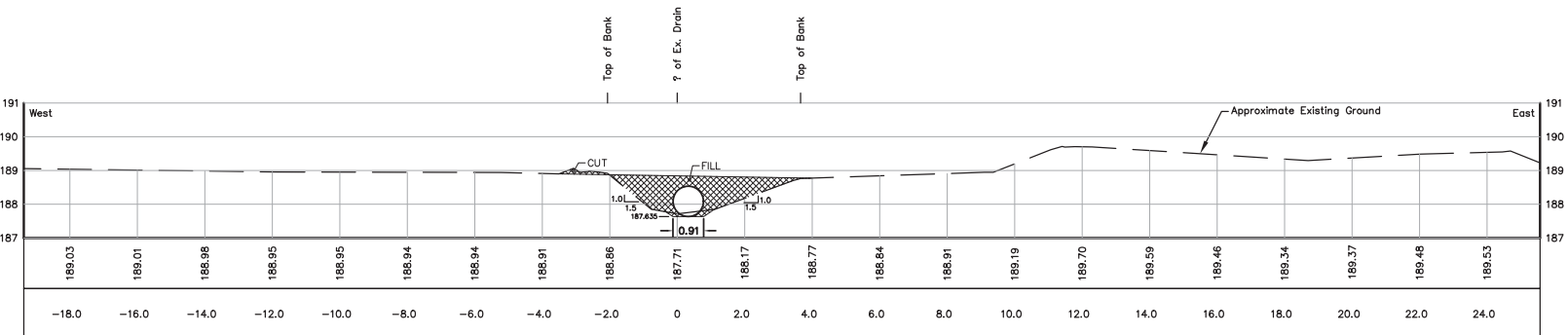
STA 1+014.4
Scale = 1:100



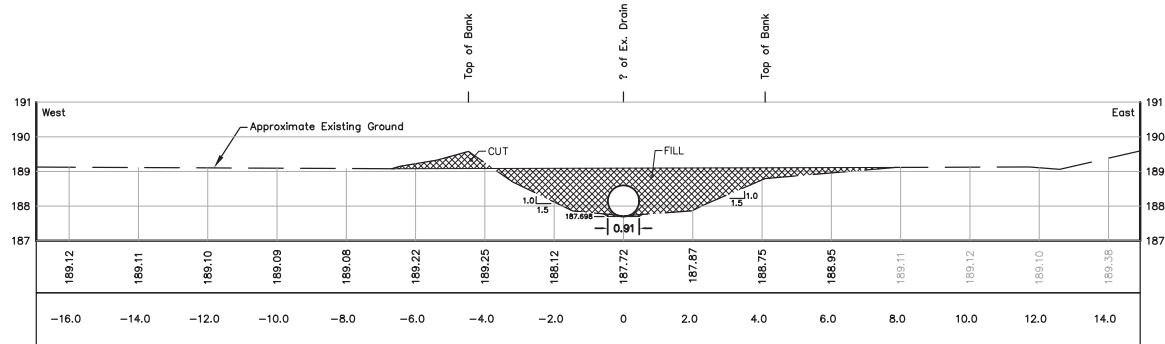
STA 1+000.0
Scale = 1:100



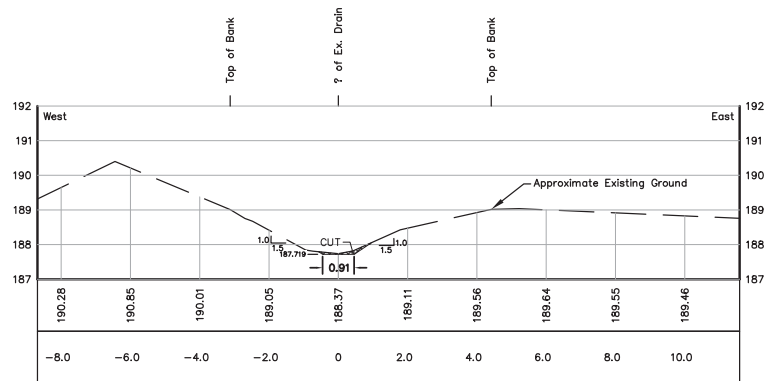
STA 1+100.1
Scale = 1:100



STA 1+085.2
Scale = 1:100



STA 1+064.9
Scale = 1:100



STA 1+058.1
Scale = 1:100

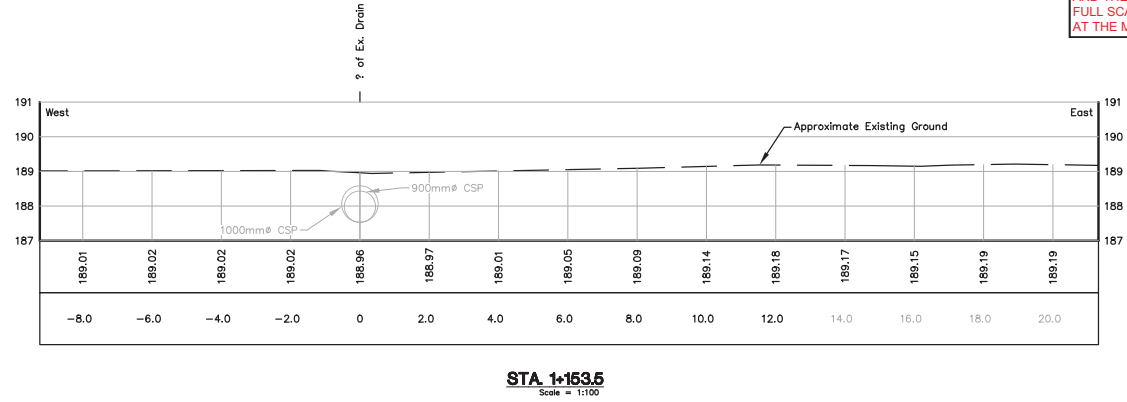
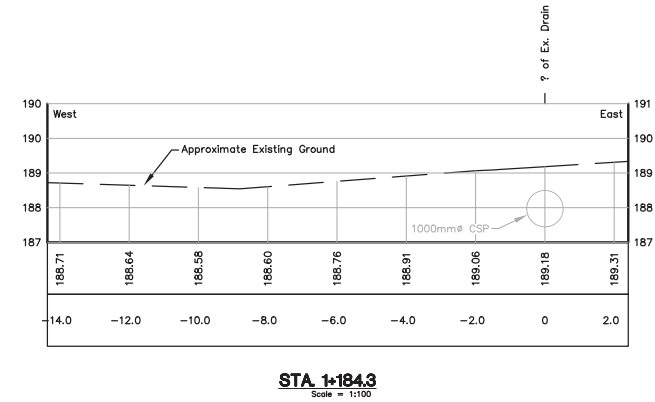
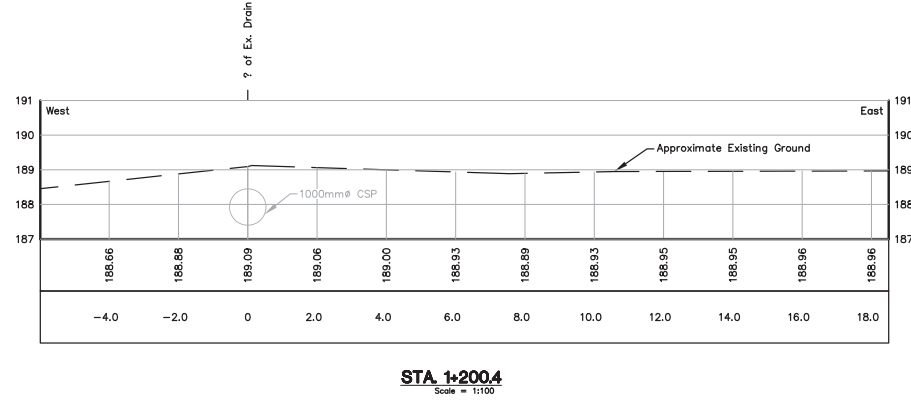
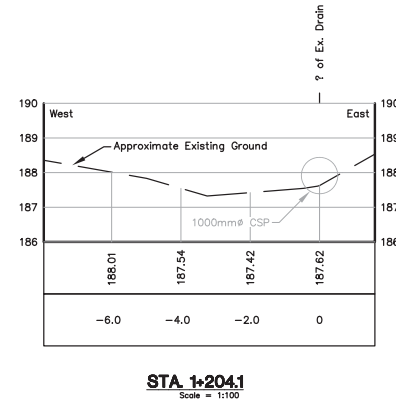
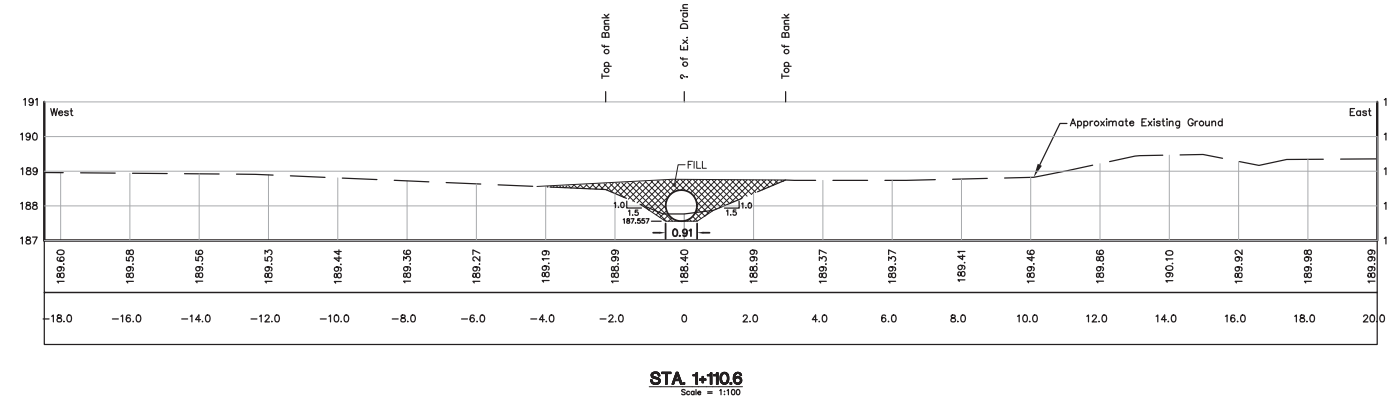
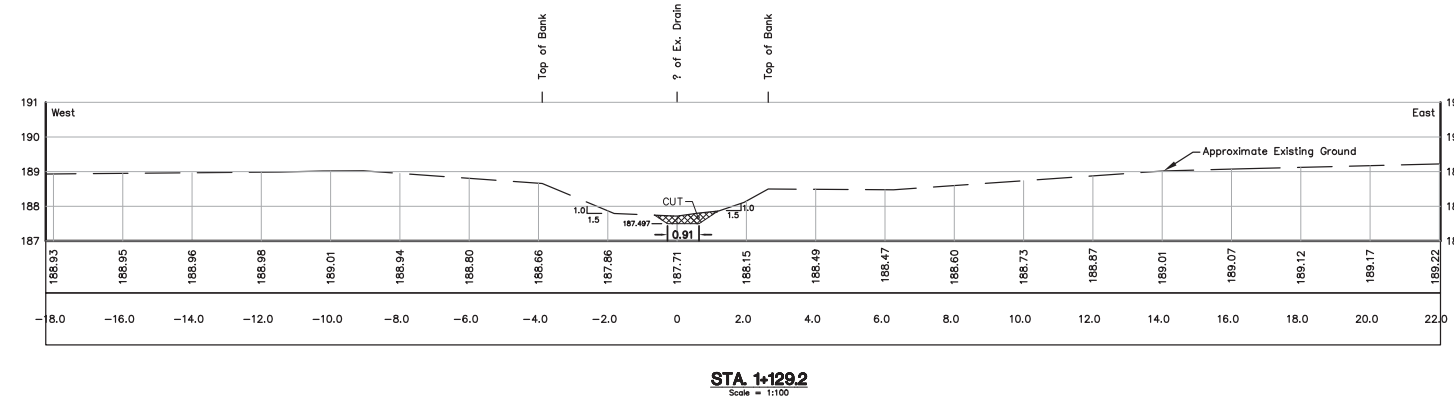
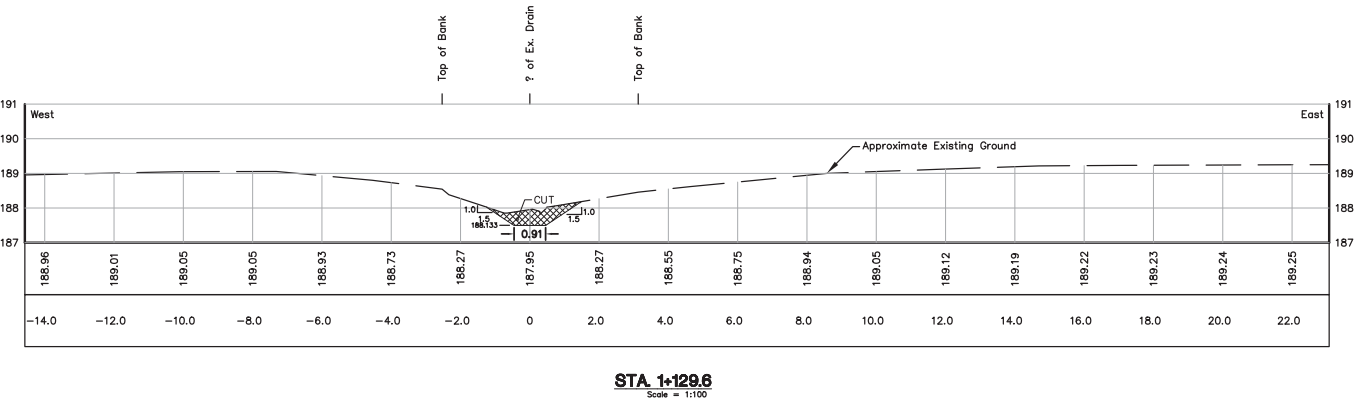
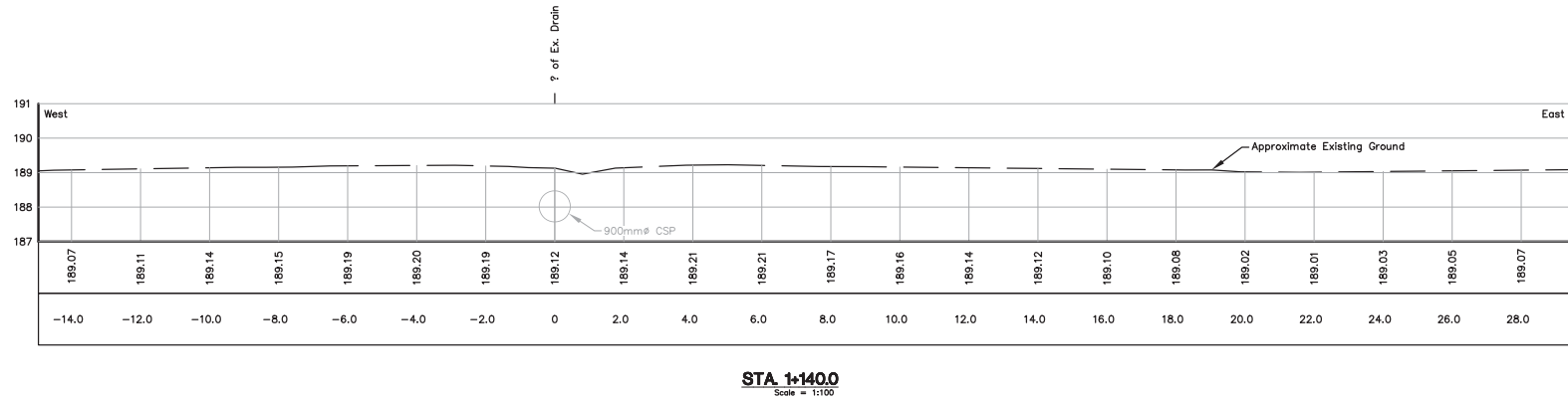
UPPER PART OF THE
HURLEY RELIEF DRAIN
(UPPER PT. ENCLOSURE
& BRANCH SWALE)

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

E09HU(44)

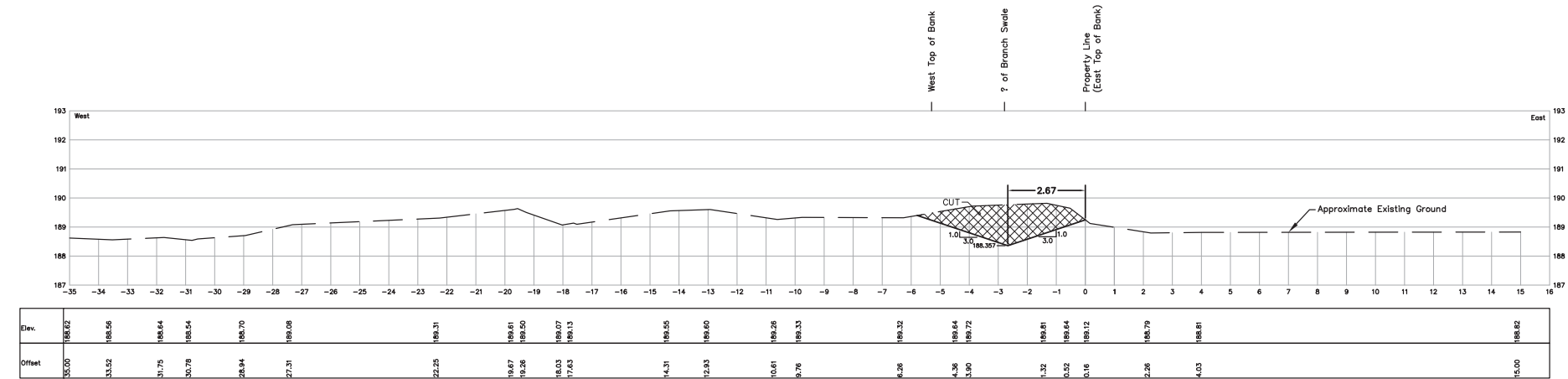
DRAWN BY: G.S. & K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D013.DWG
FILE No.: REI2016D013
SHEET No.: 7 of 10

C:\Users\B\OneDrive\Documents\Projects\2016\REI-20160013 - Highway Relief & Branch & Exit Ramp REI20160013.dwg 2016-09-15

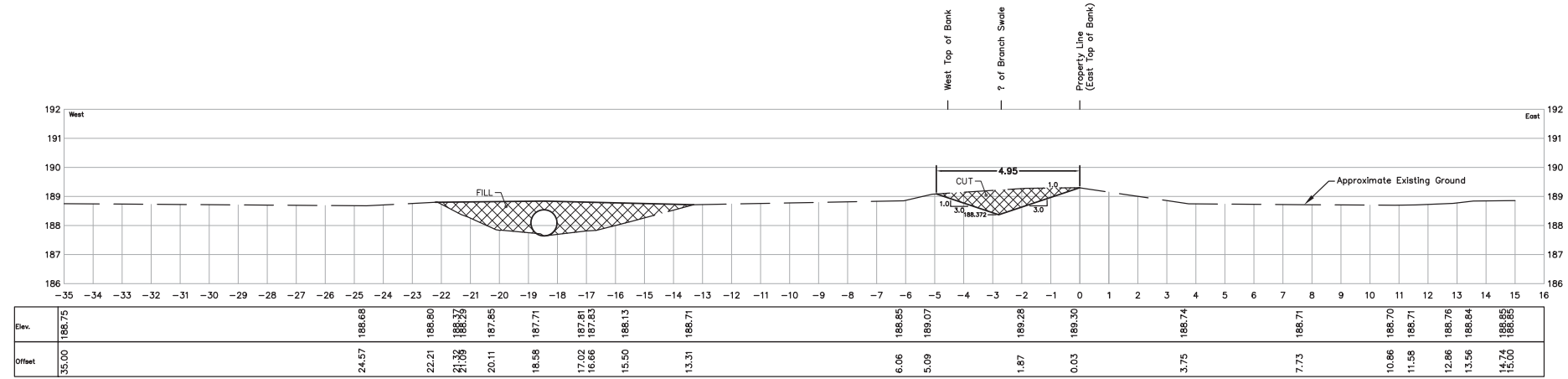


THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

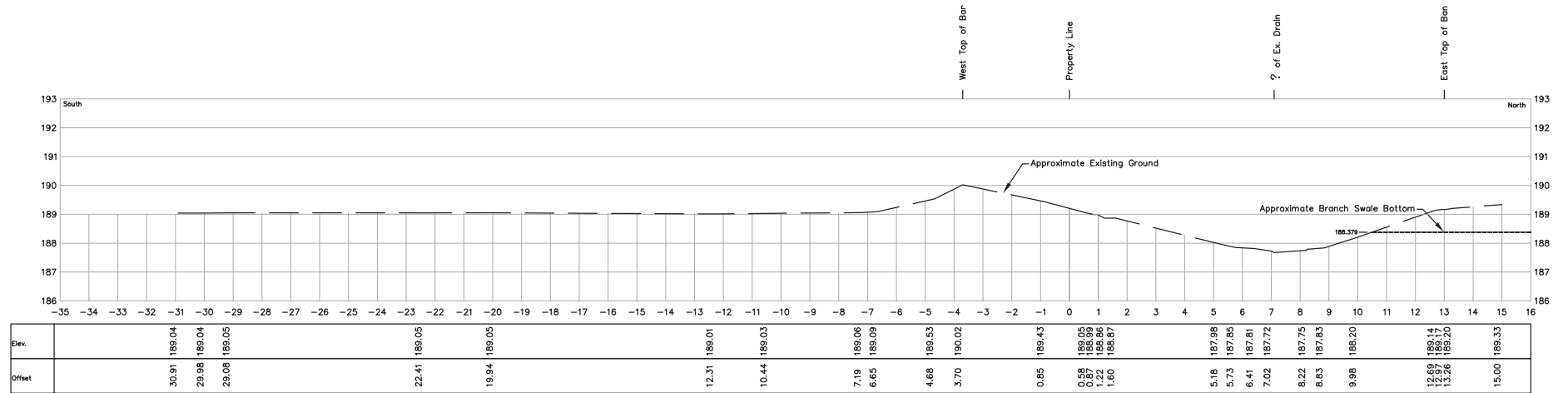
C:\Users\K.S.\Desktop\Projects\2016\REI-20160013 - Hurley Relief & Branch & Ex. Swale\REI20160013.dwg 2016-09-15



SWALE BRANCH SECTION 0+030.0
Scale = 1:100



SWALE BRANCH SECTION 0+015.0
Scale = 1:100



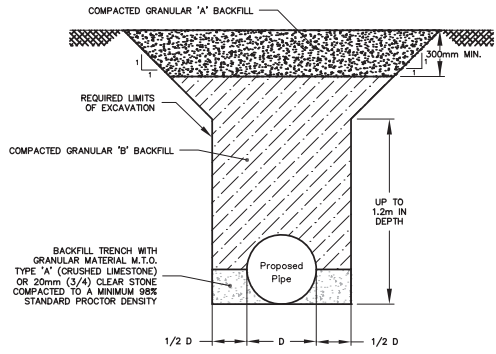
SWALE BRANCH SECTION 0+000.0
Scale = 1:100

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

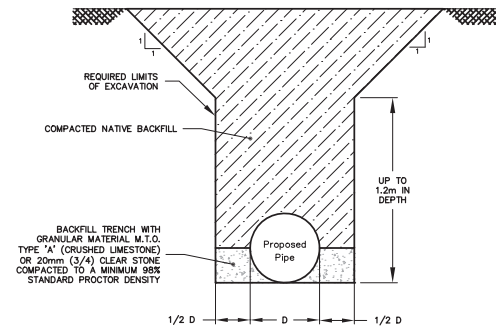
UPPER PT. OF HURLEY RELIEF DRAIN
- SWALE BRANCH

E09HU(44)

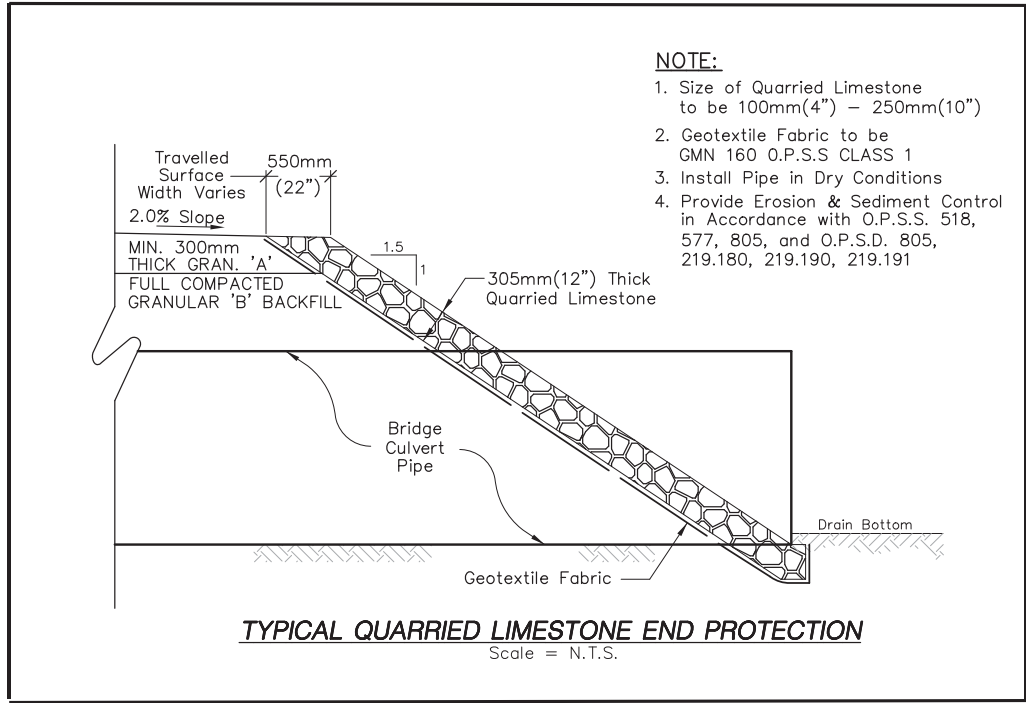
DRAWN BY: K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D013.DWG
FILE No.: REI2016D013
SHEET No.: 9 of 10



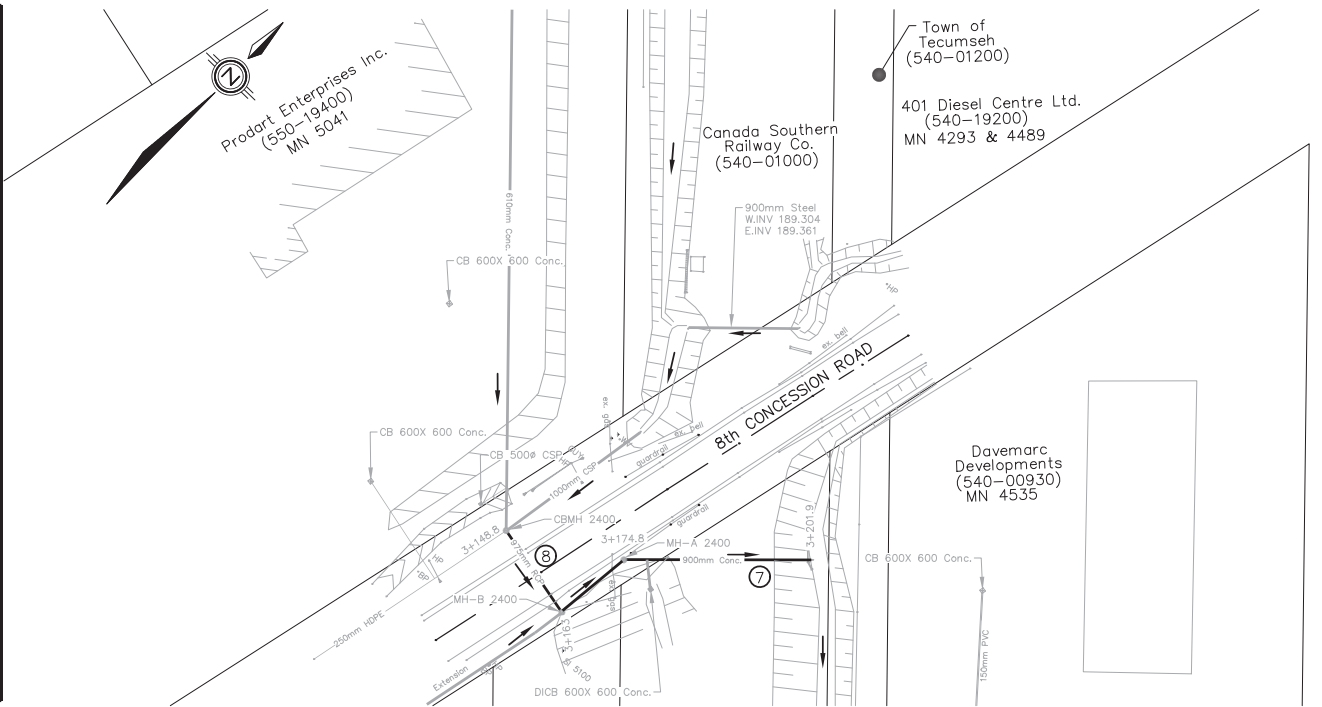
TYPICAL DRIVEWAY BACKFILL DETAIL
N.T.S.



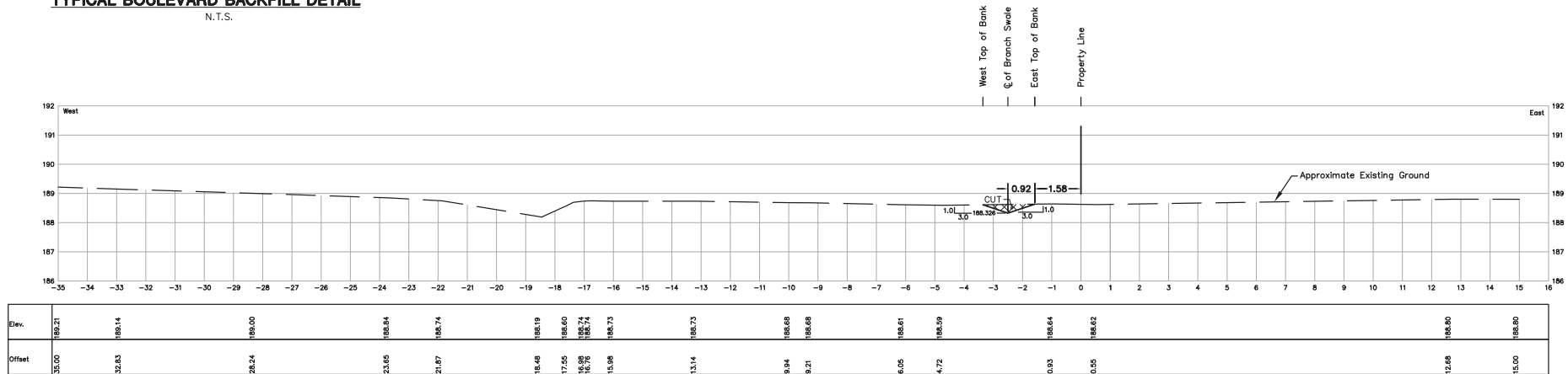
TYPICAL BOULEVARD BACKFILL DETAIL
N.T.S.



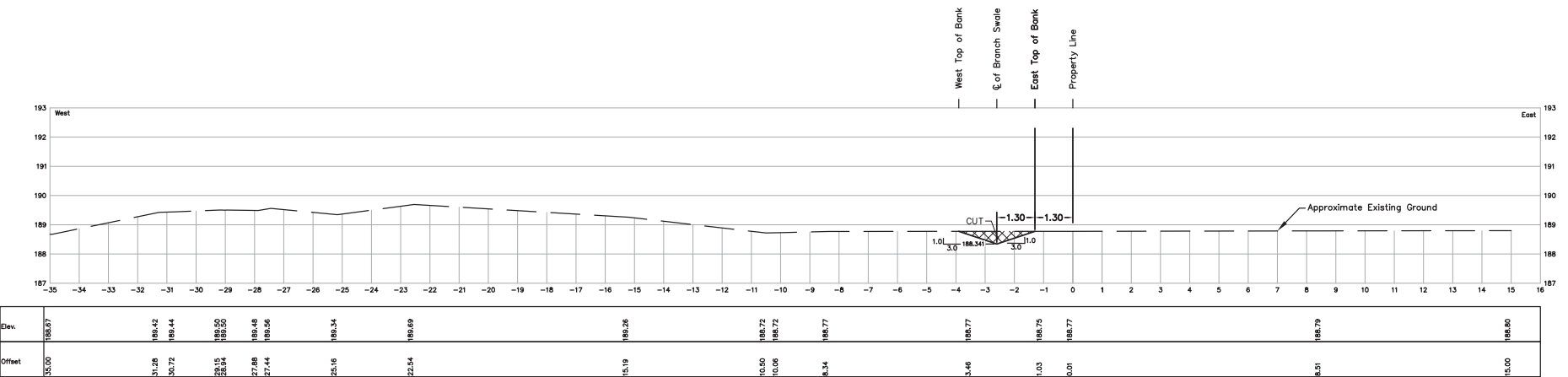
TYPICAL QUARRIED LIMESTONE END PROTECTION
Scale = N.T.S.



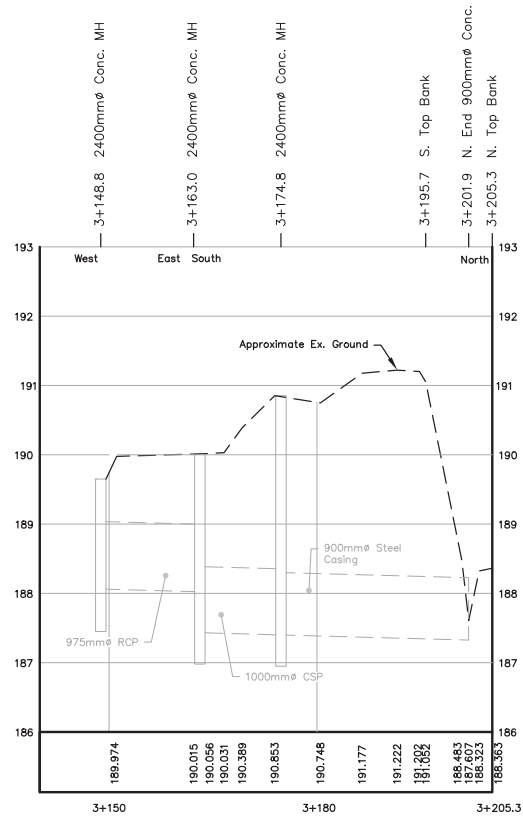
PLAN - HURLEY RELIEF BRANCH DRAIN
Scale = 1:500



SWALE BRANCH SECTION 0+060.0
Scale = 1:100



SWALE BRANCH SECTION 0+045.0
Scale = 1:100



PROFILE- HURLEY RELIEF BRANCH DRAIN
Scale = 1:500 Hor.
1:50 Vert.

THESE PLANS HAVE BEEN REDUCED
AND THE SCALE THEREFORE VARIES.
FULL SCALE PLANS MAY BE VIEWED
AT THE MUNICIPAL OFFICE.

REI2016D013

DRAWN BY: K.S.
PLOT CODE: 1:1
COMPUTER FILE: REI2016D013.DWG
SHEET No.:
REI2016D013 10 of 10

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	Grant opportunities through the Ministry of the Solicitor General and OPP endorsement were explored. Administration also reviewed the cost/benefit when considering which areas of the municipality would require video surveillance and found it very costly to extend infrastructure to remote locations for a one time occurrence. The town currently has video surveillance at a majority of town owned facilities with over 80 cameras in total. These have proven valuable over the years and have the evidence provided has led to criminal convictions in some cases. Administration is currently utilizing portable solar video/photo /cellular surveillance cameras for installation in remote/problem locations as needed. Expansion of our surveillance cameras and systems will continue annually through the ICS Lifecycle budget.
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	Funding was approved in the 2020-2024 Buildings 5-year Capital Works Plan (RCM-397/19) to contract the services of an architect to work with the Town's and Essex County Library's administrations to hold public input sessions and complete concept designs to modernize the facility for Town and County Councils approvals.
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/PRS	Report to be provided in Q1 of 2020

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
02/19	March 26, 2019		Succession Plan	A request is made for a formal Succession Planning Policy.	CAO/CS	This matter will be considered in the Human Resources Service Delivery Review.

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 08

Being a by-law to confirm the proceedings of the January 14, 2020 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 January 14, 2020, 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 January 14, 2020, 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 14th day of January, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk