

## **Regular Council Meeting Agenda**

Tuesday, April 14, 2020, 7:00 pm

This meeting is being conducted electronically and can be viewed at the Town's website  
<https://calendar.tecumseh.ca/meetings>

### **Pages**

<b>A. Roll Call</b>	
<b>B. Order</b>	
<b>C. Report Out of Closed Meeting</b>	
<b>D. Moment of Silence</b>	
<b>E. National Anthem</b>	
<b>F. Disclosure of Pecuniary Interest</b>	
<b>G. Minutes</b>	
1. March 24, 2020	4 - 18
<b>H. Supplementary Agenda Adoption</b>	
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**K. Communications - Action Required**

**L. Committee Minutes**

**M. Reports**

1.	Corporate Services & Clerk	
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a.	FS-2020-05 Statement of Remuneration and Expenses Paid in 2019	63 - 67
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a.	PRS-2020-09 Tecumseh Corn Festival Future Direction	68 - 78
4.	Planning & Building Services	
a.	PBS-2020-15 CIP Grant, 1033 Lesperance Road	79 - 91

## **N. By-Laws**

1. By-Law 2020-31 92 - 96  
Being a by-law to authorize the execution of a Letter of Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Ontario relating to funding under the Dedicated Gas Tax Funds for Public Transportation program
2. By-Law 2020-32 97 - 115  
Being a by-law to execute an Site Plan Control Agreement between The Corporation of The Town of Tecumseh and Lilly Jean Daniher
3. By-Law 2020-33 116 - 119  
Being a by-law to Delegate Authority during a Declared Emergency

## **O. Unfinished Business**

1. April 14, 2020 120 - 120

## **P. New Business**

## **Q. Motions**

1. Confirmatory By-law
  - a. By-Law 2020-34 121 - 122  
Being a by-law to confirm the proceedings of the April 14, 2020 regular meeting of the Council of The Corporation of the Town of Tecumseh.

## **R. Notices of Motion**

## **S. Next Meeting**

Tuesday, April 28, 2020

7:00 pm Regular Council Meeting

## **T. Adjournment**

## **Regular Meeting of Council**

### **Minutes**

Date: Tuesday, March 24, 2020  
Time: 7:00 pm  
Location: This meeting is being conducted electronically and can be viewed at the Town's website  
[www.tecumseh.ca](http://www.tecumseh.ca)

#### **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  
Director Corporate Services & Clerk, Laura Moy  
Deputy Clerk & Manager Legislative Services, Jennifer Alexander  
Manager Strategic Initiatives, Lesley Reeves

#### **A. Roll Call**

#### **B. Order**

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

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

Deputy Mayor Joe Bachetti declared a conflict of interest for Report PBS-2020-14 D19 BASHI, Comments from Public Meeting No. 2 and Final Recommendation, and By-laws 2020-23, 2020-24, 2020-25 as his parents own property in the area.



**D. Motion to Conduct a Meeting Electronically**

**1. CS-2020-11 Electronic Meetings during a Declared Emergency**

**2. By-law 2020-29**

A By-law to Amend By-law No. 2020-13, being a by-law to governing the proceedings of the meetings of Council and Committees

**Motion: RCM - 93/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** Report CS-2020-11 entitled Electronic Meetings during a Declared Emergency, and By-law 2020-29 being a by-law to amend Procedural By-law 2020-13 to permit electronic meetings when an emergency has been declared, be **brought forward** on the agenda.

Carried

**Motion: RCM - 94/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** CS-2020-11 entitled Electronic Meetings During a Declared Emergency – Amending of Procedural By-law **be received;**

**And that** the Town's Procedural By-law No. 2020-13 be amended to permit the electronic holding of Council and Committee meetings during a Declared Emergency, and to allow:

- the use of electronic participation at meetings,
- members to participate in both open meeting and closed meetings;  
and
- members participating electronically count towards quorum;

**And further that** By-law 2020-29 being a By-law to Amend the Procedural By-law 2020-13, being a by-law to govern the proceeding of meetings of Council and committees **be given** first, second, third and final readings.

Carried

**E. Moment of Silence**

The moment of silence is waived in light of the electronic holding of this meeting.

**F. National Anthem**

The National Anthem is waived in light of the electronic holding of this meeting.

**G. Minutes**

**1. Regular Council Minutes - March 10, 2020**

**2. Special Council Meeting - March 16, 2020**

**Motion: RCM - 95/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** the March 10, 2020 minutes of the Regular Council Meeting, and the minutes of the March 16, 2020 Special Meeting of Council, as were duplicated and delivered to the members, **be adopted**.

Carried

**H. Supplementary Agenda Adoption**

**Motion: RCM - 96/20**

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

**That** the supplementary items added to the Regular Meeting agenda include the following Reports and By-laws:

- CS-2020-02 Business Continuity - Essential Services;
- CS-2020-10 Delegation of Authority during a Declared Emergency;
- CS-2020-11 Electronic Meetings during a Declared Emergency;
- PBS 2020-12 Postponement of Tabling Draft 1 of the New Tecumseh Official Plan;
- By-law 2020-21 - Official Plan Amendment, D19 SKY, Skyline Real Estate Holdings - 11873 and 11917 Tecumseh Road;
- By-law 2020-22 - being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh;
- By-law 2020-23 Official Plan Amendment D19 - Bashi;
- By-law 2020-24 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South;
- By-law 2020-25 being a By-law to designate as a Site Plan Control area part of the area covered by the Official Plan for lands in the former Township of Sandwich South;

- By-law 2020-26 a By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the constructing of various drains;
- By-law 2020-27 being a by-law to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and 2253746 Ontario Inc.;
- By-law 2020-28 being a By-Law to Delegate Authority during a Declared Emergency, **be approved.**

Carried

**I. Delegations**

There are no delegations presented to Council.

**J. Communications - For Information**

**1. Township of Pelee dated February 28, 2020**

Re: 911 Misdials

**2. Norfolk County dated March 1, 2020**

Re: Issues regarding the mapping of Provincially Significant Wetlands

**3. Town of Lakeshore dated March 2, 2020**

Re: Notice of Public Meeting

**4. Town of Ajax dated March 5, 2020**

Re: Supporting Conservation Authorities

**5. Grey County dated March 16, 2020**

Re: Resolution Supporting 100% Canadian Wines Excise Exemption

**6. Association of Municipalities of Ontario dated March 19, 2020**

Re: Queen's Park Update: New Provincial Legislation to Allow Virtual Municipal Council Meetings

**Motion: RCM - 97/20**

Moved by Councillor Rick Toniai

Seconded by Councillor Bill Altenhof

**That** Communications - For Information 1 through 6 as listed on the Tuesday, March 24, 2020 Regular Council Agenda **be received.**

Carried

**K. Communications - Action Required**

**1. Watson and Associates Economists Ltd. dated March 18, 2020**

Re: Draft Regulations for the Development Charges Act and Planning Act (Community Benefits Charge Related)

**Motion: RCM - 98/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Rick Tonial

**That** the Town of Tecumseh **support** Watson and Associates Economists Ltd. comments and recommendations regarding the draft regulations for the *Development Charges Act* and the *Planning Act* on Community Benefits Charge, and be submitted to the Environmental Registry of Ontario as comments from the Town.

Carried

**2. The Town of Tecumseh Business Improvement Area**

Re: BIA Budget

Councillor Brian Houston presents the Town of Tecumseh Business Improvement Area (BIA) proposed Budget for 2020. He explains a 12.8 percent levy increase from 2019, resulting from the relocation of the BIA office and covering new expenses such as utilities, lease, internet and office maintenance fees.

The BIA is actively recruiting for a new Coordinator as a result of a retirement.

Some of the key initiatives for 2020 are highlighted including the Gallery without Walls banner contest, the Tecumseh BIA Dollars program, the Tecumseh Life publications, beautification projects, Night Markets, Christmas Party and social media growth strategy.

The Mayor comments regarding contingencies with COVID-19 pandemic and moving the dates of the Night Markets. Councillor Brian Houston indicates they are at the preliminary stages of planning these events and will follow the recommendations and guidelines of the provincial health authorities.

**Motion: RCM - 99/20**

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

**That** the Town of Tecumseh Business Improvement Area 2020 proposed budget, **be approved**

Carried

**L. Committee Minutes**

**1. Police Services Board - March 4, 2020**

**Motion: RCM - 100/20**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

**That** the minutes of the March 4, 2020 meeting of the Police Services Board as were duplicated and delivered to the Committee members, **be accepted.**

Carried

**2. Youth Advisory Committee -February 24, 2020**

**Motion: RCM - 101/20**

Moved by Councillor Rick Tonial

Seconded by Councillor Andrew Dowie

**That** the minutes of the February 24, 2020 meeting of the Youth Advisory Committee as were duplicated and delivered to the Committee members, **be accepted.**

Carried

**3. Senior Advisory Committee - February 27, 2020**

**Motion: RCM - 102/20**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** the minutes of the February 27, 2020 meeting of the Senior Advisory Committee as were duplicated and delivered to the Committee members, **be accepted.**

Carried

**4. Heritage Committee - February 24, 2020**

**Motion: RCM - 103/20**

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

**That** the minutes of the February 24, 2020 meeting of the Heritage Committee as were duplicated and delivered to the Committee members, **be accepted.**

Carried

**5. Cultural and Arts Committee - February 24, 2020**

**Motion: RCM - 104/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**That** the minutes of the February 24, 2020 meeting of the Cultural and Arts Committee as were duplicated and delivered to the Committee members, **be accepted.**

Carried

**M. Reports**

**1. Chief Administrative Officer**

**a. CAO-2020-01 Business Continuity - Essential Services**

**Motion: RCM - 105/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** Report CAO- 2020- 01 Business Continuity – Essential Services, **be received;**

**And that** Council authorize the Treasurer to direct Essex Powerlines Corporation to waive late payment penalty and interest charges for water and sanitary billings for Town of Tecumseh accounts through to and including April 30, 2020, with further review at that time.

Carried

**2. Corporate Services & Clerk**

**a. CS-2020-09 Request for Noise By-Law Exemption - County of Essex**

**Motion: RCM - 106/20**

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

**That** the Corporation of the County of Essex be granted an exemption from the Town's Emission of Sounds By-law No. 2002-07, as amended, for the three (3) month period commencing May 1, 2020 through to and including July 31, 2020, during the hours of 8:00 pm to 7:00 am to facilitate the improvement of the pavement condition of County Road 22 from Manning Road westerly to the City of Windsor border.

Carried

- b. CS-2020-10 Delegation of Authority during a Declared Emergency

**Motion: RCM - 107/20**

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

**That** Report CS-2020-10 entitled Delegation of Authority during a Declared Emergency By-law, **be received;**

**And that** By-Law 2020-28 being a by-law to Delegate Authority during a Declared Emergency, **be adopted.**

Carried

**3. Fire Services**

- a. FIRE-2020-04 Lake Flooding Preparedness Update

**Motion: RCM - 108/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

**That** the Lake Flooding Preparedness Update presented in the Fire and Emergency Services Department Report FIRE-2020-04, **be received.**

Carried

**4. Parks & Recreation Services**

- a. PRS-2020-08 Taste of Tecumseh Festival 2020

The Members request the guidance of Administration on this event and others scheduled, on whether to proceed in consideration of the COVID-19 pandemic. Director Parks & Recreation Services advises the Members that the Optimist Club will make a decision in early April on whether to postpone the event.

In light of the current circumstances, the Director Corporate Services & Clerk explains that other Town events such as the Soiree Coffee House, and senior workshops have been deferred and participants have been contacted. These events will be rescheduled later in the year, where appropriate.

**Motion: RCM - 109/20**

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

**That** the Optimist Club of St. Clair Beach **be authorized** to sell and serve alcoholic beverages for consumption by patrons at Lakewood Park from Friday, June 12, 2020 through to and including Saturday, June 13, 2020, subject to compliance with the provisions of the Town's Municipal Alcohol Risk Management Policy 31 for the purposes of hosting the 2020 Taste of Tecumseh Festival;

**And that** relief **be granted** from Noise By-law No. 2002-07, as amended, in order to permit the Optimist Club of St. Clair Beach to operate loud speakers or sound amplifying equipment during the 2020 Taste of Tecumseh Festival for the purposes of musical entertainment and event announcements on Friday, June 12, 2020 and Saturday, June 13, 2020 from 5:00 p.m. to 1:00 a.m.

Carried

**5. Planning & Building Services**

- a. PBS-2020-12 Postponement of Tabling Draft 1 of New Tecumseh Official Plan

**Motion: RCM - 110/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Rick Tonial

**That** Report PBS-2020-12 COVID-19 Postponement of Tabling of Draft 1 of New Tecumseh Official Plan, **be received**.

Carried

- b. PBS-2020-13 Skyline Apartments, 11873-11917 Tecumseh Road, Results from Public Meeting and Final Recommendation

**Motion: RCM - 111/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

**That** a by-law having the effect of amending the Tecumseh Official Plan land use designation for a 4.4 hectare (10.9 acre) area of land situated southeast of the Tecumseh Road/Southfield Drive intersection (11837 and 11917 Tecumseh Road), by redesignating the subject property from “General Commercial” and “Residential” to a new site-specific policy in the “Residential” designation, in order to recognize the two existing apartment buildings located on the northern portion of the property and to facilitate the development of the southern portion of the property for a 150-unit, four-storey apartment building, and in keeping with PBS-2019-39 and PBS-2020-13, **be adopted**;

**And that** a by-law having the effect of amending the Tecumseh Zoning By-law 1746 for a 4.4 hectare (10.9 acre) area of land situated southeast of the Tecumseh Road/Southfield Drive intersection (11837 and 11917 Tecumseh Road), by rezoning the subject property from “General Commercial Zones (C3) and (C3-1)” and “Residential Zone 2 (R2)” to site-specific zones “Residential Zone 3 (R3-16), “Residential Zone 3 (R3-17)” and “Residential Zone 3 (R3-18)”, in order to recognize the two existing apartment buildings located on the northern portion of the subject area and to facilitate the development of the southern portion of the subject



area for a 150-unit, four-storey apartment building, and in keeping with PBS-2019-39 and PBS-2020-13, **be adopted.**

Carried

- c. PBS-2020-14 D19 BASHI, Comments from Public Meeting No. 2 and Final Recommendation

Deputy Mayor Joe Bachetti declares a pecuniary interest and refrains from voting on this report.

**Motion: RCM - 112/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Rick Toniai

**That** a by-law having the effect of amending the Sandwich South Official Plan land use designation for a 0.66 hectare (1.63 acre) parcel of land located on the northeast corner of the County Road 42/Lesperance Road intersection (12300 County Road 42) from “Neighbourhood Commercial” to “Medium Density Residential” with a site-specific policy establishing a maximum density of 36 units per hectare, in order to facilitate the development of the lands for four, six-unit, three-storey dwellings, for a total of 24 dwelling units and in keeping with PBS-2018-27, PBS-2020-06 and PBS-2020-14, **be adopted;**

**And that** a by-law having the effect of amending the Sandwich South Zoning By-law 85-15 for a 0.66 hectare (1.63 acre) parcel of land located on the northeast corner of the County Road 42/Lesperance Road intersection (12300 County Road 42) from “General Commercial Zone (C1)” to a new site-specific “Residential Zone 2 (R2-5)”, in order to facilitate the development of the lands for four, six-unit, three-storey dwellings, for a total of 24 dwelling units and in keeping with PBS-2018-27, PBS-2020-06 and PBS-2020-14, **be adopted.**

**And further that** a by-law placing the 0.66 hectare (1.63 acre) parcel of land located on the northeast corner of the County Road 42/Lesperance Road intersection (12300 County Road 42) under site plan control in accordance with Section 6.4.3 of the Sandwich South Official Plan, **be adopted.**

Carried

**6. Public Works & Environmental Services**

- a. PWES-2020-17 Amendment to Drainage Assessment Schedule for Works Completed under Section 78 in 2019

**Motion: RCM - 113/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**That** Report PWES-2020-17 entitled Amendment to Drainage Assessment Schedule for Works Completed under Section 78 of the Drainage Act in 2019 – 7<sup>th</sup> Concession Drain, **be received;**

**And that** By-Law 2020-26 being a Capital Drain Levying By-law to provide for the collection of construction drainage assessments, for the 7<sup>th</sup> Concession Drain approved by By-law 2018-13, **be given** first, second, third, and final readings.

Carried

- b. PWES-2020-18 Tecumseh Road Sanitary Sewer - Lesperance Road to Southfield Drive - Tender Award

**Motion: RCM - 114/20**

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

**That** the tender for the Tecumseh Road Sanitary Sewer in the amount of \$1,478,595 excluding HST **be awarded** to D'Amore Construction (2000) Ltd. and that the Mayor and Clerk **be authorized** to execute an agreement, satisfactory in form to the Town's Solicitor, with D'Amore Construction (2000) Ltd.;

**And that** funding allocations, reflecting an \$824,200 decrease, **be adjusted** as follows:

- Road Lifecycle Reserve – decrease from \$672,600 to \$404,500
- Wastewater Sewers Reserve Fund – decrease from \$2,395,100 to \$1,839,000.

Carried

**N. By-Laws**

**1. By-Law 2020-23**

Official Plan Amendment D19 BASHI

**2. By-Law 2020-24**

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South (Planning File: D19 BASHI, F&S Enterprises 12300 County Road 42)

**3. By-Law 2020-25**

Being a By-law to designate as a site plan control area part of the area covered by the Official Plan for lands in the former Township of Sandwich South.

Affecting a 0.66 hectare (1.63 acre) parcel of land located on the northeast corner of the County Road 42/Lesperance Road intersection (12300 County Road 42), legally described as Parts 2 and 3 on 12R-20271, in accordance with Section 6.4.3 of the Sandwich South Official Plan.

Deputy Mayor Joe Bachetti having declared a pecuniary interest refrains from voting on by-laws 2020-23, 2020-24, and 2020-25.

**Motion: RCM - 115/20**

Moved by Councillor Rick Tonial

Seconded by Councillor Andrew Dowie

**That** By-law 2020-23 Official Plan Amendment, D19 Bashi;

**That** By-law 2020-24 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South;

**That** By-law 2020-25 being a by-law to designate as a Site Plan Control for the lands in the former Township of Sandwich South.

**Be given** first and second reading.

Carried

**Motion: RCM - 116/20**

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

**That** By-law 2020-23 Official Plan Amendment, D19 Bashi;

**That** By-law 2020-24 being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South;

**That** By-law 2020-25 being a by-law to designate as a Site Plan Control for the lands in the former Township of Sandwich South.

**Be given** third and final reading.

Carried

**4. By-Law 2020-21**

Official Plan Amendment, D19 SKY, Skyline Real Estate Holdings - 11873 and 11917 Tecumseh Road

**5. By-Law 2020-22**

Being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh. (Planning File: D19 SKY – Skyline Real Estate Holdings 11873 and 11917 Tecumseh Road)

**6. By-Law 2020-26**

Being a by-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the constructing of various drains

**7. By-Law 2020-27**

Being a by-law to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and 2253746 Ontario Inc.

**8. By-Law 2020-28**

Being a by-law to Delegate Authority during a Declared Emergency

**Motion: RCM - 117/20**

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

**That** By-law 2020-21 Official Plan Amendment, D19 SKY, Skyline Real Estate Holdings - 11873 and 11917 Tecumseh Road.

**That** By-law 2020-22 being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh. (Planning File: D19 SKY – Skyline Real Estate Holdings 11873 and 11917 Tecumseh Road).

**That** By-law 2020-26 being a by-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the constructing of various drains.

**That** By-law 2020-27 being a by-law to execute a Site Plan Control Agreement between the Corporation of The Town of Tecumseh and 2253746 Ontario Inc.

**That** By-law 2020-28 being a by-law to delegation authority during a declared emergency.

**Be given** first and second reading.

Carried

**Motion: RCM - 118/20**

Moved by Councillor Rick Tonial

Seconded by Councillor Andrew Dowie

**That** By-law 2020-21 Official Plan Amendment, D19 SKY, Skyline Real Estate Holdings - 11873 and 11917 Tecumseh Road.

**That** By-law 2020-22 being a by-law to amend By-law 1746, the Town's Comprehensive Zoning By-law for those lands in the former Town of Tecumseh.

**That** By-law 2020-26 being a by-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the constructing of various drains.

**That** By-law 2020-27 being a by-law to execute a Site Plan Control Agreement between the Corporation of The Town of Tecumseh and 2253746 Ontario Inc.

**That** By-law 2020-28 Being a by-law to delegation authority during a declared emergency.

**Be given** third and final reading.

Carried

**O. Unfinished Business**

**1. March 24, 2020**

The Members receive the Unfinished Business listing for Tuesday, March 24, 2020.

**P. New Business**

**Business Open on Social Media**

In an effort to support local business during this time, it is requested that a list of businesses that are open or serving take-out be shared on the Town's website and social media platforms. It is noted that Tourism Windsor Essex Pelee Island has created a list of restaurants offering take-out and delivery services.

**Q. Motions**

**1. Confirmatory By-law**

**a. By-Law 2020-30**

Being a by-law to confirm the proceedings of the March 24, 2020 regular meeting of the Council of The Corporation of the Town of Tecumseh.

**Motion: RCM - 119/20**

Moved by Councillor Bill Altenhof

Seconded by Deputy Mayor Joe Bachetti

**That** By-Law 2020-30 being a by-law to confirm the proceedings of the Tuesday, March 24, 2020, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

**R. Notices of Motion**

There are no notices of motion presented to Council.

**S. Next Meeting**

Tuesday, April 14, 2020

7:00 pm Regular Council Meeting

**T. Adjournment**

**Motion: RCM - 120/20**

Moved by Councillor Tania Jobin

Seconded by Councillor Rick Tonial

**That** there being no further business, the Tuesday, March 24, 2020 meeting of the Regular Council **be adjourned** at 8:04 pm.

Carried

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Gary McNamara, Mayor

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Laura Moy, Clerk

# Future Direction of the



Paul Anthony  
Director Parks and Recreation

Kerri Rice  
Manager Recreation Programs & Events



## Background

RCM-322/18

As long as the Tecumseh Corn Festival continues, it will be an alcohol-free 3-day event managed by the Parks and Recreation Department

RCM-367/19

...

That Administration be directed to 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





17 years!





**"Tell us what  
you think!"**







No festival entrance admi

Bring back the “beer tent”

Carnival rides

Vendors

Local bands

• • •

Interactive activities – talent, art and cooking contests

Agricultural community

Pageant in 2020 / equal opportunity

Parade entries



**FREE  
ADMISSION**











**CALLING  
ALL  
VENDORS!**



**WE'RE LOOKING  
FOR THE  
VERY BEST**







## Miss Tecumseh Pageant







Date	Description	Time
Thursday, August 27	Miss Tecumseh Pageant at L'Essor High School Theatre	7:00 PM to 9:00 PM
Friday, August 28	Festival at Lacasse Park "Senior's Day"	12:00 PM to 9:00 PM Carnival continuing till 11:00 PM
Saturday, August 29	Festival Parade	11:00 AM to 12:00 PM
Saturday, August 29	Festival at Lacasse Park "Family Day"	12:00 PM to 9:00 PM Carnival continuing till 11:00 PM
Sunday, August 30	Festival at Lacasse Park "Classic Cars and Golden Oldies Day"	12:00 PM to 5:00 PM

	2020 Approved Budget	2020 Adjusted Budget
Revenues	\$112,500	\$62,500
Expenditures	\$180,537	\$130,512
Net Expenditures	\$68,037	\$68,012



# **Effect on the 2020 Corn Festival**

Thank You



**Town of Grimsby  
Administration**

Office of the Town Clerk

160 Livingston Avenue, P.O. Box 159, Grimsby, ON L3M 4G3

**Phone:** 905-945-9634 Ext. 2015 | **Fax:** 905-945-5010

**Email:** [skim@grimsby.ca](mailto:skim@grimsby.ca)

SENT VIA EMAIL

**RE: Suspend Time-of-Use Electricity Billing**

Please be advised that at the Special Council Meeting of March 18<sup>th</sup>, 2020, The Council of the Town of Grimsby passed the following resolution:

Moved by Councillor Sharpe; Seconded by Councillor Dunstall;

*Resolve that during the circumstances of the COVID-19 outbreak, that the Council of the Town of Grimsby supports the Premier's recommendation to suspend time-of-use electricity billing; and,*

*That the Council of the Town of Grimsby request that the Ontario Energy Board suspend time-of-use electricity billing to support lower electricity bills for residents who may be isolating at home during the day, and to support businesses who continue to operate, via lower power rates during the day-time peak period; and,*

*That this time-of-use billing suspension take effect immediately until such time that the COVID-19 outbreak has been contained; and,*

*That this resolution be forwarded to:*

- Premier Doug Ford
- MPP Sam Oosterhoff
- Ontario Energy Board OEB
- Ontario Municipalities
- Grimsby Energy Inc.

If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Yours truly,

Sarah Kim  
Town Clerk





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

**SENT VIA EMAIL**

April 2, 2020

The Honourable Greg Rickford  
Minister of Energy, Northern Development and Mines  
10<sup>th</sup> Floor  
77 Grenville St.  
Toronto, ON M7A 1B3

Dear Minister Rickford:

**RE: KINGSVILLE COUNCIL REQUEST FOR ELECTRICITY BILLING RELIEF DURING**

At its Regular Meeting held on March 23, 2020 Council of the Town of Kingsville passed the following Resolution:

**"Res. 256-2020** That Council support sending a letter to the Minister of Energy, Greg Rickford to provide hydro billing relief during the quarantine period as a result of the COVID-19 pandemic. And that this letter be sent to the Ontario Energy Board, the Premier, our local Member of Parliament T. Natyshak, and all Ontario Municipalities."

**CARRIED**

The billing relief requested is in addition to the government's recent suspension of time-of-use rates. Thank you for your consideration of Council's request at the earliest possible time.

The Town would like to acknowledge and thank the Province for their work that effectively provided for the hydro rate relief on March 24, 2020 that our municipality and many others were seeking during these challenging times.

Yours very truly,

A handwritten signature in blue ink that reads "Sandra Kitchen".

Sandra Kitchen  
Deputy Clerk/Council Services  
Corporate Services Department

cc: The Hon. Doug Ford, Premier of Ontario  
cc: Ontario Energy Board  
cc: Taras Natyshak, MPP  
cc: All Ontario Municipalities

premier@ontario.ca  
ConsumerRelations@oeb.ca  
tnatyshak-q@ndp.on.ca



March 24, 2020

Honourable Minister Greg Rickford  
Ministry of Energy, Northern Development and Mines  
Whitney Block  
Room 5630, 5<sup>th</sup> Floor  
99 Wellesly Street West  
Toronto, ON M7A 1W1  
Email: greg.rickford@pc.ola.org

Re: Time of Use Billing

Dear Minister Rickford,

During these unprecedented times with thousands of Ontarians unable to work due to the COVID-19 pandemic, the financial difficulties facing families and municipalities is immense. On behalf of those who are and will be struggling to provide for their families, the Council of the Town of Essex discussed the cost of energy and specifically the "time of use" billing. With many families quarantined at home their energy costs will sky rocket, and with funds already scarce it will create a great hardship for them. With that in mind the Council of the Town of Essex passed the following resolution respectfully requesting that the electricity rates be adjusted to aid Ontarians at this time,

Moved by Councillor Verbeek  
Seconded by Councillor Bondy

(SP20-03-010) That Council send a letter to the Minister of Energy, Greg Rickford, to suspend "time of use" billing during the quarantine period as a result of the COVID-19 pandemic, and;

That this letter be sent to the Ontario Energy Board, the Premier, and our local member of parliament Taras Natyshak and all Ontario Municipalities.

**Carried**

Thanking you for your attention to this matter,



Yours truly,

A handwritten signature in black ink, appearing to read "R. Auger", written in a cursive style.

Robert W. Auger, L.L.B.  
Town Solicitor, Legal and Legislative Services/Clerk  
Email: [rauger@essex.ca](mailto:rauger@essex.ca)  
Ext. 1132

RWA/lam

c.c. Honourable Doug Ford  
Premier of Ontario

Ontario Energy Board

Taras Natyshak, MPP

Ontario Municipalities

March 24, 2020

The Corporation of the Town of Bracebridge  
1000 Taylor Court  
Bracebridge ON P1L 1R6

**Re: Support for Ban of Single-Use Disposable Wipes**

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support with respect to the Town of Bracebridge's Council resolution to support the ban of single-use disposable wipes.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO  
Director Municipal Governance  
Clerk /Freedom of Information Coordinator

C

Right Honourable Prime Minister of Canada;  
Honourable Premier of Ontario;  
Minister of the Environment, Conservation and Parks;  
Minister of Municipal Affairs and Housing;  
Association of Municipalities of Ontario (AMO);  
Local Members of Provincial Parliament;  
All Municipalities in Ontario.

March 24, 2020

Municipality of West Nipissing  
101-225, rue Holditch Street  
Sturgeon Falls, ON P2B 1T1

Re: Support for Legislative Changes in Bill 132

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on March 23, 2020 considered the aforementioned topic and subsequent to discussion, the following was resolved:

Moved by Councillor Latimer, Seconded by Councillor Finn

That Council send a letter of support respect to the Municipality of West Nipissing's Council resolution to support AMO's position on the Legislative Changes in Bill 132 with respect to the *Aggregate Resources Act* and the *Safe Drinking Water Act*.

If you have any questions or comments, please contact Judy Smith at 519-360-1998 Ext # 3200.

Sincerely,



Judy Smith, CMO

Director Municipal Governance

Clerk /Freedom of Information Coordinator



# DIOCESE OF LONDON

OFFICE OF THE BISHOP

1070 WATERLOO STREET  
LONDON, ONTARIO N6A 3Y2  
CANADA  
519-433-0658  
FAX: 519-266-4353

25 March 2020

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

Dear Mayor McNamara,

During this extraordinary time of the coronavirus pandemic, I am reaching out to you and your team on behalf of the Catholic community of southwestern Ontario to express my deep gratitude for your leadership and service of the common good. Your efforts, which are often unseen and carried out without fanfare, are keeping us all safe. They are particularly important in the crisis we are currently facing, because they are a powerful witness to all of us of the dignity and value of every human life.

We want to acknowledge the great demands that have been placed on you and your team. Many people, those on the front line and the families supporting those on the front line, are making huge sacrifices for all of us, especially those most in need.

Our Catholic community is supporting you and your efforts.

I have mobilized our parishes throughout the diocese to reach out to their communities with particular attention to the home bound, the elderly and those with special needs. For us Catholics, the Church is not simply a building, but a community of faith that brings God's love to the world in concrete ways.

Please do not hesitate to reach out, if you believe there is more we could be doing to support your efforts.

Our prayers are with you each day. May God bless you, and may we look back on this experience and celebrate the incredible efforts of our human family. We look forward with hope and confidence to that time.

Sincerely yours,

Most Rev. Ronald P. Fabbro, C.S.B.  
Bishop of London





March 23, 2020

By Fax to: 613.941.6900 & Twitter @CanadianPM, @JustinTrudeau

The Right Honourable Justin Trudeau  
Prime Minister of Canada  
Langevin Block,  
Ottawa, Ontario, K1A 0A2

Dear Prime Minister:

**Re: Direct Payment of Federal Funds to Municipalities to Waive Property Taxes for the Year 2020 - Financial help to alleviate the suffering from COVID-19 Pandemic**

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It is trite to repeat the human and financial toll of the COVID-19 Pandemic. Similarly, the commitment of the federal, provincial and municipal governments toward alleviating the suffering of Canadians does not require repeating.

We, at the Town of Midland, in the Province of Ontario, are proposing what we believe to be a simple but effective solution to facilitate the delivery of our common and shared commitment to the financial and psychological well-being of all Canadians.

**Proposal:**

**1. Residential Properties (primary residence only)**

- a. Waive 100% of the 2020 property taxes for all residential properties currently assessed at or below \$ 500,000.00 by each governing provincial property assessment body; and
- b. Waive 50% of the 2020 property taxes for all residential properties currently assessed below \$ 1,000,000.00; and
- c. Waive 25% of the 2020 property taxes for all residential properties currently assessed above \$1,000,000.00.

**2. Industrial, Commercial and Farm Properties**

- a. Waive 100% of the 2020 property taxes for all; industrial, commercial and farm properties currently assessed at under \$ 10,000,000.00; and
- b. Waive 50% of the property taxes for the year 2020 for all industrial, commercial and farm properties currently assessed between \$10,000,000.00 and \$ 50,000,000.00; and
- c. Waive 25% of the property taxes for the year 2020 for all industrial, commercial and farm properties assessed above \$50,000,000.00.

### 3. Federal Transfer Payment to Canadian Municipalities

- a. In lieu of the annual municipal property taxes, the Federal Government transfers funds to municipalities across Canada, as a one-time grant.

#### **Advantages of the Proposal:**

1. Quick and timely relief;
2. Direct relief to all Canadian homeowners and the business community;
3. Directly protects Canadians who although may be solvent, are unable to easily meet the financial pressures beyond their personal capacity due to COVID-19;
4. No additional resources required to assess individual need and delivery of the relief;
5. Negligible overhead costs for the disbursement of the relief. In fact, it may cut-down on some of the work for municipal staff; and
6. The financial stimulus received from the federal government will come into circulation immediately and will stay in the community.

There are a multitude of other direct and indirect financial and non-financial benefits that will result from the implementation of this proposal. The biggest non-financial impact is that Canadians will see an immediate financial relief respecting the pressures to make their property tax payments and be better positioned to address other essential needs. In turn, removing this added stress will provide some relief to the already strained financial and health systems.

As you are aware, Canadians are entering this time of crisis with a very high amount of house-hold debt and a great deal of financial fragility. Taking this simple step should alleviate some of those pressures. At the same time, it will keep your municipal governments, and school boards primed for continued productivity and forward momentum to address the fallout from COVID-19.

Thanking you in anticipation of a favourable response.

Sincerely,

**The Corporation of the Town of Midland**



Stewart Strathearn,  
Mayor  
[ssrathearn@midland.ca](mailto:ssrathearn@midland.ca)



Amanpreet Singh Sidhu,  
Chief Administrative Officer  
[asidhu@midland.ca](mailto:asidhu@midland.ca)

c: Town of Midland Council  
Association of Municipalities of Ontario  
Province of Ontario





## The Corporation of the Town of Tecumseh

Chief Administrative Officer

**To:** Mayor and Members of Council

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

**Date to Council:** April 14, 2020

**Report Number:** CS-2020-12

**Subject:** Delegation of Authority during a Declared Emergency By-law - Update

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### Recommendations

It is recommended:

**That** CS-2020-12 entitled “Delegation of Authority during a Declared Emergency By-law - Update,” **be received;**

**And that** By-law No. 2020-33 being a by-law to amend the authorities delegated during a declared emergency, **be adopted.**

### Background

At the March 24, 2020, Regular Meeting of Council, Council considered CS-2020-10 entitled “Delegation of Authority during a Declared Emergency By-law” and By-law No. 2020-28, being a by-law to Delegate Authority during a Declared Emergency, was adopted.

At the meeting, consideration was also given to CAO-2020-01 entitled “Business Continuity - Essential Services” and resolution RCM-105/20 was passed to authorize the Treasurer to direct Essex Powerlines Corporation to waive late payment penalty and interest charges for water and sanitary billings for Town of Tecumseh accounts through to and including April 30, 2020. The resolution further directed that this waiver for late payment penalty and interest charges for water and sanitary be reviewed for an extension beyond April 30.

Additionally, at a Special Meeting of Council held on Monday, March 16, 2020, authorization was given to extend the 2020 Dog Tag Licence fee of \$20.00 and Kennel Licence fee of \$100.00 until April 30, 2020, as recommended in CS-2020-08 entitled “COVID-19 Tecumseh Response – Dog Tag Program.”

This report is provided to advise Council of the acts taken under the authority already delegated and to recommend amending the Delegation of Authority during a Declared Emergency By-law (Delegation By-law).

## Comments

In light of the special challenges the community is facing with COVID-19, the Town is endeavouring to make decisions to help ease some of the pressure and stress on the community.

In accordance with the authority provided in the Delegation By-law in paragraph 4 to the Director Financial Services & Chief Financial Officer (Treasurer) to reduce, waive or cancel late payment charges, penalties and interest on overdue accounts and extend payment periods or deadlines for payment for amounts owing to the Town, the following will be implemented:

- **No late payment charges on property tax accounts**, penalty and/or interest, through the period ending June 30, 2020. In the absence of additional financial relief measures, interest and penalties will be calculated on all past due balances as of July 1st and the first of every month thereafter.
- All **pre-authorized payment** withdrawals will continue to be taken on the scheduled dates **unless otherwise cancelled** by the property owner.

Paragraph 4 does not, however, give explicit authority to the Treasurer to reduce, waive or cancel late payment charges, penalties and interest on overdue accounts and extend payment periods or deadlines for payment for amounts owing on water/wastewater accounts, nor other municipal fees and charges.

It is therefore recommended that Paragraph 4 be amended to include such authority, as highlighted on the attached proposed Revised Delegation By-law. With such authority, the following additional relief will also be implemented by the Treasurer to assist residents during this uncertain time:

- Charges for **Non-Sufficient Funds** on any property tax payments will be **waived** through the period ending June 30, 2020.
- **Extend the 2020 Dog Tag** License fee of \$20.00 and Kennel License fee of \$100.00 until June 30, 2020.
- **No late payment charges on water/wastewater** penalty and/or interest, through the period ending June 30, 2020. In the absence of additional financial relief measures, interest and penalties will be calculated on all past due balances as of July 1st and the first of every month thereafter.

The proposed amendments will also formally authorize the **waiving of fees** related to use of **Tecumseh Transit**, which has already been implemented.

## Consultations

Financial Services

## Financial Implications

The Director Financial Services & CFO continues to communicate regularly with the CAO and Directors to identify budget mitigation measures to limit negative financial impacts due to emergency spending. Mitigation measures, as needed, are being tracked and will be reported at a Council meeting.

The Town's accounting system has been updated to include accounts to track costs associated with our COVID-19 response. Should provincial and/or federal programs be announced that allow for cost recovery or funding of these costs, the Financial Services Department will be in a position to efficiently report and claim for these costs.

## 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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

**Attachment  
Number**

**Attachment  
Name**

1

Amended Delegation of Authority during a Declared Emergency By-law

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2020 - 33**

### **Being a By-Law to Delegate Authority during a Declared Emergency**

**Whereas** to help protect the health and safety of people in the community

when an emergency has been declared by the Federal Government, Provincial Government, and/or the Mayor under the *Emergency Management and Civil Protection Act*, The Corporation of the Town of Tecumseh (Corporation) has or is in the process of suspending municipal programs and facilities;

**And whereas** the Council of the Corporation is generally required to conduct its business in meetings that are open to the public as required by the *Municipal Act, 2001*;

**And whereas** section 23.1 of the *Municipal Act, 2001*, authorizes Council to delegate its power and duties;

**And whereas** Council considers it to be in the Corporation's best interest to delegate its authority during a period when conducting Council meetings may not be feasible, subject to the restrictions prescribed by the *Municipal Act, 2001* and by this by-law;

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

#### **Part 1: Definitions**

1. In this By-law:
  - A) "Approved Budget" is the budget approved by Council;
  - B) "CAO" means the Chief Administrative Officer as described in the Municipal Act, 2001 and appointed by Council by by-law;
  - C) "Clerk" means the Municipal Clerk as described in the Municipal Act, 2001 and appointed by Council by by-law;
  - D) "Corporation" means The Corporation of the Town of Tecumseh;
  - E) "Council" means the Municipal Council of The Corporation of the Town of Tecumseh;
  - F) "Director Planning & Building Services" means the Director hired by the Chief Administrative Officer to perform the role of Director Planning & Building Services;

- G) “Emergency” means an emergency existing in the Town and declared in accordance with the Emergency Management and Civil Protection Act;
- H) “Purchasing By-law” means By-law No. 2017-63 being a By-law of the Corporation governing procurement policies and procedures;
- I) “Treasurer” means the treasurer as described in the Municipal Act, 2001 and appointed by Council by by-law; and,
- J) “Town” means The Corporation of the Town of Tecumseh.

## **Part 2: Delegations**

2. Subject to Part 4, the Chief Administrative Officer, during an Emergency, is delegated the authority to identify and determine municipal services that are essential and non-essential and to modify services or service levels for non-essential services; enter into any agreement, incur any liability (including the award of a contract), authorize any expenditure, including those related to the acquisition or disposition of real property included or not included in the Approved Budget, and which would otherwise require Council approval, subject to the following:
  - A) that any decision to modify services or service levels for non-essential services be made with the concurrence of the Mayor or Acting Mayor;
  - B) the Treasurer’s confirmation that expenditure or liability is not detrimental to the financial interest of the municipality;
  - C) the term of any contract does not exceed 12 months, or 24 months where extending a contract under reasonable terms that was previously procured by the Town through a public procurement process;
  - D) the Town’s Purchasing By-law is complied with in all other respects; and
  - E) that any required contracts are executed by the Chief Administrative Officer and Treasurer.
3. Subject to Part 4, the Clerk, during an Emergency, is delegated the authority to enter into any agreement which would otherwise require Council approval for which Council had approved a matter by resolution but had not yet passed a by-law.
4. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Treasurer, if satisfied that such action is reasonable in the circumstances, is delegated the authority to:
  - A) reduce, waive or cancel late payment penalty and interest charges on, tax and water/wastewater accounts, and reduce, waive or cancel municipal fees/charges, if such reduction, waiver or cancellation is otherwise in accordance with the law; and

- B) extend payment periods or deadlines for payment for amounts owing to the Town, if such extension is otherwise in accordance with the law; and
  - C) request extended payment periods or deadlines for payment for amounts owing to Essex Powerlines.
- 5. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Treasurer and Chief Administrative Officer acting jointly, and if satisfied that such action is reasonable in the circumstances, are delegated the authority to resolve in writing, to transfer funds from a reserve fund subject to a determination by the Treasurer that the funds are:
  - A) not available in the Approved Budget; and
  - B) required in order to continue municipal operations during an Emergency or immediately thereafter.
- 6. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Director Planning & Building Services, if satisfied that such action is reasonable in the circumstances, is delegated the authority to extend the deadlines for decisions and the issuance of permits pursuant to the Planning Act and Building Code Act, where such extensions are authorized by law.

### **Part 3: Exercise of Delegations**

- 7. The delegations of authority in this by-law are in addition to delegations of authority established by other by-laws and otherwise at law. In the event of any inconsistency between this By-law and any other by-law, the provision that more effectively delegates authority prevails to the extent of the inconsistency.
- 8. The delegations in this by-law are subject to any restrictions on such delegation under the Municipal Act, 2001, or any other Act.
- 9. Where by this by-law, Council delegates authority or imposes a restriction or direction of Council on the delegation, the delegate may exercise the authority subject to the restriction or direction.
- 10. Nothing in this by-law prevents a delegate from further delegating his or her authority to a person subject to the restriction or direction of Council on the delegation and any further restrictions or directions from the person delegating the authority.
- 11. Any exercise of authority delegated pursuant to this by-law that requires a document is subject to the restriction that the document's form and content are acceptable to the Town's Legal Counsel.
- 12. The Chief Administrative Officer shall report to the Council all acts taken under the authority of this by-law at a Council meeting following the conclusion of the Emergency.

**Part 4: Interpretation**

13. The headings in this by-law are for convenience only and do not form part of this by-law.
14. If any part of this by-law is determined to be invalid by a court of competent jurisdiction, the invalid part is severed and the remainder continues to be valid.
15. Unless otherwise stated:
  - A) a reference to a statute or regulation refers to a statute or regulation of the Province of Ontario;
  - B) a reference to a statute, regulation or by-law refers to that enactment as it may be amended or replaced from time to time; and
  - C) a reference to a section, paragraph, clause or schedule is a reference to this by-law's section, paragraph, clause or schedule.

**Short Title**

16. This By-law may be referred to as the "Emergency Delegation By-law".

**Repeal**

17. That By-law No. 2020-28 is hereby repealed.

**Effect**

18. This by-law comes into force and effect upon passage.

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

---

Gary McNamara, Mayor

---

Laura Moy, Clerk





## 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:** April 14, 2020

**Report Number:** CS-2020-13

**Subject:** Manning Road Farm Lease

---

### Recommendations

It is recommended:

**That** The Corporation of the Town of Tecumseh (Town) enter into a three-year term Lease Agreement with Olinda Farms Inc. (Olinda) to farm the Town's 18 acres of farmland located on the south side of Baseline Road **be approved**;

**And that** the Mayor and the Clerk **be authorized** to execute a Farm Lease Agreement between the Town and Olinda for the 2020 to 2022 Crop Years.

### Background

The Town is the owner of approximately 18 acres of farmable lands located on the south side of Baseline Road, west of Manning Road (Farmlands).

The Farmlands, along with Fairplay Woods, were retained by the Town following the settlement of the litigation with 424805 Ontario Limited/Ice Track Corporation (424). All of the lands retained by the Town are legally known as Part 2 on Plan 12R-25526. [Appendix 1](#) is a map of the Town's Lands.

Following the settlement, 424 entered into a Farm Lease Agreement with an area farmer to farm the lands which it acquired from the Town (424 Lands). The 424 Lands are shown as Part 1 on Appendix 1. The lease payment to 424 in 2019 was \$238.11 per acre, plus HST.

The Town has entered into a lease agreement with the same farmer as 424 with respect to its Farmlands.

## Comments

Prior to the settlement with 424, the Town received Request for Proposals (RFP) to farm its lands in accordance with the Town's Purchasing Policy No. 17 (Policy).

The Farmlands are located on the south side of Baseline Road with no direct access from the road. The Farmlands may only be accessed from the 424 Lands which will be leased to Olinda Farms Inc. for farming purposes for 2020 to 2022 crop years. As Olinda can only access the Farmlands from the 424 Lands, the Town is unable to use the regular RFP process.

The Policy provides the following in Section 3.9 a) iii) and iv):

### "3.9 Non-Competitive Purchases

a) The requirement for competitive bid solicitation for goods, services and construction may be waived under joint authority of the appropriate Department Director and the Purchasing Coordinator and replaced with negotiations by the Department Director under the following circumstances:

i) ...

ii) ...

iii) where only one source of supply would be acceptable and cost effective;

iv) where there is an absence of competition for technical or other reasons and the goods, services or construction can only be supplied by a particular supplier and no alternative exists..."

Section 3.9 b) of the Purchasing Policy further states that:

"When a Department Director intends to select a supplier to provide goods, services or construction pursuant to subsection 3.9 a), a written report indicating the compelling rationale that warrants a non-competitive selection will be submitted by the Department Director to Town Council for approval for those purchases over \$100,000."

This report has been prepared in accordance with Section 3.9 b) of the Policy, in the absence of any other policy relating to leasing lands, to recommend the Town enter into a Farm Lease Agreement with Olinda for the 2020 Crop Year at the rate of \$242.00 per acre, plus HST. In 2021 and 2022 the rate will be increased in proportion to the increase, if any, in the Consumer Price Index (CPI) as determined by Statistics Canada.

The rate of \$242.00 is in keeping with the rate to be paid by Olinda to 424 in 2020. It is greater than the 2019 per acre lease payment received by the Town of \$238.11 per acre plus HST, based on a 1.9% CPI.

The Farm Lease Agreement for the 2020 to 2022 Crop Years has been prepared in keeping with the same provisions of previous agreements, save and except the current agreement is based on a three-year term. The payment installments have been split 50/50 effective June 1 and October 1.

In brief summary, Olinda will be responsible for:

- growing crops and such ancillary tasks necessary to grow the crops;
- all labour, materials and equipment, including the cost of same, for the purpose of the Lease;
- providing to the Ontario Ministry of Agriculture, Food and Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for each taxation year;
- giving evidence of public liability and property damage insurance of not less than Two Million Dollars (\$2,000,000) naming the Town as an additional insured on the Farmer's policy of insurance;
- leaving the Farm in good condition in accordance with proper farm husbandry and ready for the next farm crop year; and
- payment of rent in the annual amount of \$4,356.00 plus HST, as applicable.

The Farm Lease Agreement cannot be assigned or sublet without the prior written approval of the Town and the Town may reduce or eliminate acreage of the Farmlands upon notice to the Farmer.

Subject to Council's acceptance of the recommendations contained in this report and the receipt of the Farm Lease Agreement by Olinda, a by-law will be prepared for the next regular meeting of Council to formally authorize entering into the Agreement.

## **Consultations**

Financial Services

## **Financial Implications**

The lease payment to the Town for the 2020 Crop Year under the Farm Lease Agreement is due in two (2) instalments:

- June 1, 2020           \$2,178.00 plus HST (\$2,461.14)
- October 1, 2020       \$2,178.00 plus HST (\$2,461.14)

The total lease payment for the 2020 Crop Year is \$4,356.00 plus HST, as applicable.

## 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:

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

Reviewed by:

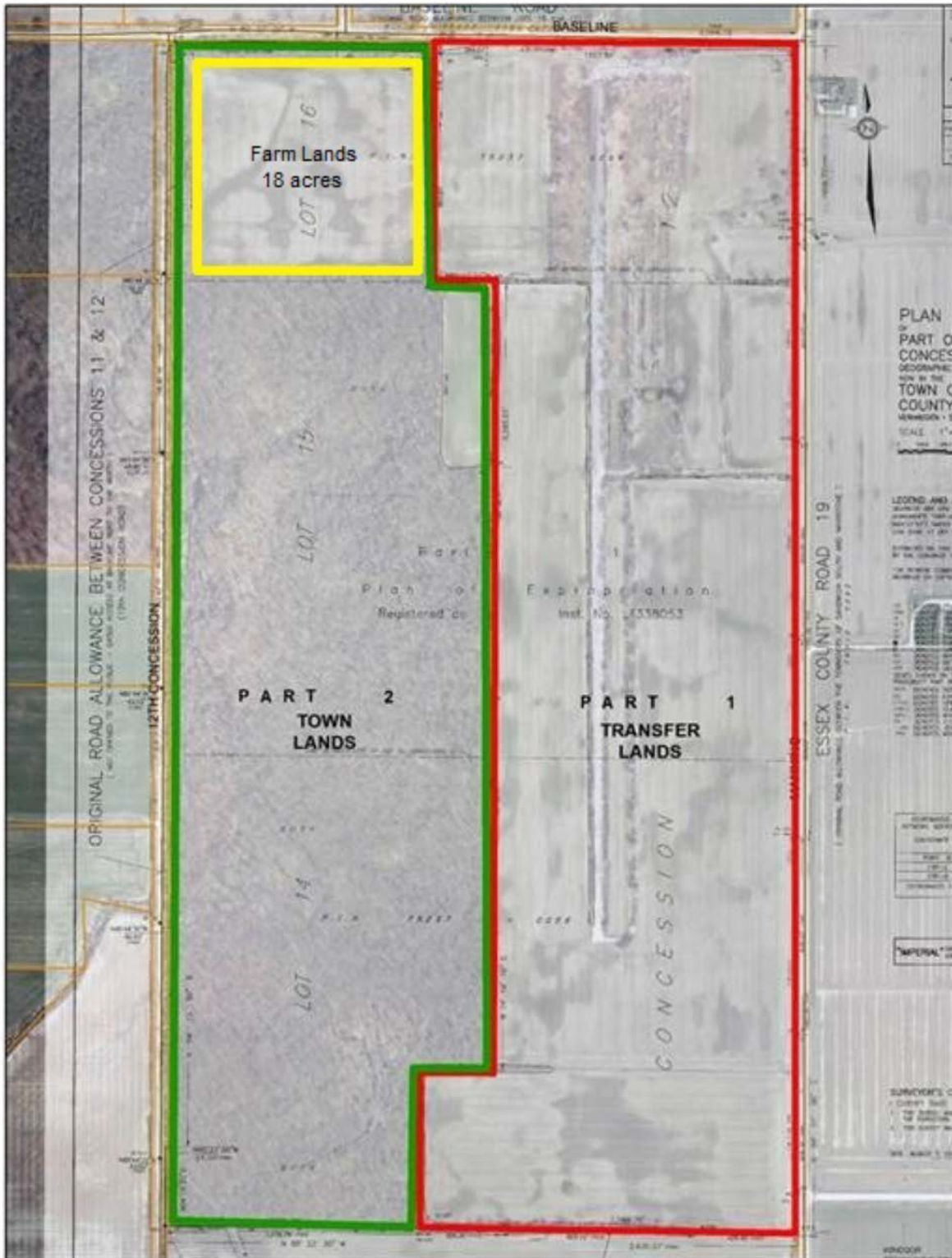
Tom Kitsos, CPA, CMA, BComm  
Director Financial Services & Chief Financial Officer

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

<b>Attachment Number</b>	<b>Attachment Name</b>
1	Map of the Town's Lands
2	Farm Lease Agreement

## Appendix 1 – Map of the Town's Lands



## FARM LEASE AGREEMENT

**THIS AGREEMENT** made as of this 1st day of January, 2020.

BETWEEN:

The Corporation of the Town of Tecumseh  
hereinafter called the "Corporation"

Of the First Part;

AND:

Olinda Farms Inc.  
A corporation incorporated pursuant to the laws of the Province of Ontario  
hereinafter called the "Farmer"

Of the Second Part;

**WHEREAS** the Corporation is the owner of the lands and premises, being legally described in Schedule "A" hereto, hereinafter referenced to as the "Farmlands";

**AND WHEREAS**, the Farmer is conducting business in the general vicinity and neighborhood of the Farmlands;

**AND WHEREAS**, the parties hereto have agreed to the growing of crops on the Farmlands for the term hereof.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants hereinafter contained, the Parties hereto mutually undertake and agree as follows:

1. That the term of this Agreement shall be from January 1, 2020 to December 31, 2022;
2. The Farmer shall grow on the Farmlands such crops as the Farmer and the Corporation shall determine during the term hereof, and the Farmer covenants and agrees to properly plow, till, disc and prepare the Farmlands for planting of such crops and to plant, grow and care for and harvest the said crops in a good and farmer-like manner, according to the prevailing customs relative to farm husbandry in the community;
3. The Farmer shall, at his own expense, furnish and supply all labor in connection with the due performance of this Agreement, and, without limiting the generality of the foregoing, for the plowing, tilling, discing and preparation of the Farmlands for the planting of the crops to be grown on the Farmlands, and for the growing, harvesting and handling of the said crops;
4. The Farmer shall, at his own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement;
5. The Farmer shall, at his own expense, furnish and apply all materials, including seed, all fertilizers and herbicide sprays utilized by the Farmer in connection with the due performance of this Agreement. The Farmer shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of cost to the Corporation;



6. The Farmer hereby indemnifies and saves harmless the Corporation and its members of Council, directors, officers, employees, agents and representatives, harmless from and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of the Farmer's use of the Farmlands, including, without limiting the generality of the foregoing, arising as a result of the use by the Farmer of fertilizers and herbicide sprays on the Farmlands;
7. The Farmer hereby covenants and agrees to pay to the Corporation, the following:
  - (a) A total of **\$4,356.00**, plus HST (\$4,922.28) annually, as follows:
    - i. Fifty percent (50%) on June 1 = **\$2,178.00** plus HST (\$2,461.14) as applicable.
    - ii. Fifty per cent (50%) on October 1, = **\$2,178.00** plus HST (\$2,461.14) as applicable;
  - (b) Effective as at the end of the first year of this Lease and thereafter annually, the Base Rent due and payable under Section 7 (a) shall be increased in proportion to the increase, if any, in the Consumer Price Index (hereinafter CPI) as determined by Statistics Canada. In the event the compilation and / or publication of the CPI shall be transferred to any other governmental department or bureau or agency or shall be discontinued, then the index most nearly the same as the CPI shall be used to make such calculation.
8. The Farmer shall, in the Fall of each year, after all crops have been harvested, leave the Farmlands in good condition in accordance with proper farm husbandry ready for the next crop year;
9. The parties acknowledge and agree that, as of the date hereof, the Farmlands comprise eighteen (18) acres of arable land, more or less.
10. The parties further acknowledge and agree that the Corporation may, at any time or times during the term hereof, upon 90 days' written notice to the Farmer, terminate this Agreement or reduce the acreage subject to this Agreement and upon the giving of such notice any and all of the Farmer's rights with respect to the Farmlands or to the reduced acreage described in the notice as the case may be, shall terminate and be at end. In the event that, after a crop has been planted by the Farmer, the Corporation terminates this Agreement or reduces the acreage subject to this Agreement, the rent shall be adjusted to reflect the reduced acreage and the Corporation shall, upon receipt of evidence satisfactory to the Corporation, acting reasonably, reimburse the Farmer for all amounts properly expended by the Farmer with respect to the reduced acreage during the term of this Agreement in furtherance of the Farmer's obligations hereunder and the Corporation shall have no further obligation to the Farmer;
11. It is understood and agreed by and between the parties hereto that the relationship of partnership between them has not been created by this Agreement, and that there is no relationship of master and servant between them;

12. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns;
13. The Farmer shall provide to the Ontario Ministry of Agriculture, Food & Rural Affairs a valid Farm Business Registration number to maintain the farm property class rate for each taxation year;
14. The Farmer further covenants and agrees not to assign this Agreement or any renewal thereof or to sublet the said farmland or any part thereof without the prior written consent of the Corporation, and such consent may be arbitrarily withheld;
15. The Farmer further covenants and agrees to furnish the Clerk of the Corporation with written evidence of public liability and property damage insurance coverage in the amount of two million dollars (\$2,000,000.00) with the Corporation named as an additional insured, which is satisfactory to the Corporation;
16. It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Corporation to the Farmer or by the Farmer to the Corporation under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:

519 Hope Lane  
Leamington, Ontario N8H 3V5

or in the case of the Corporation, to:

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

or to such other address as either party may from time to time designate by written notice to the other.

**IN WITNESS WHEREOF** the said parties have hereunto set their hands and seals.

**SIGNED, SEALED & DELIVERED**

In the presence of:

**THE CORPORATION OF THE  
TOWN OF TECUMSEH**

By:

Name: Gary McNamara

Title: Mayor

Name: Laura Moy

Title: Director Corporate Services & Clerk

**Olinda Farms Inc.**

Name: Phil Brandner

I/We have authority to bind the corporation.

**SCHEDULE “A”**

North 18 acres of Part of Lots 14, 15 and 16, Concession 12 in the Town of Tecumseh, designated at Part 2 on Plan 12R-25526 registered in the Land Titles Office in Windsor, on August 11, 2013.



## The Corporation of the Town of Tecumseh

### Financial Services

**To:** Mayor and Members of Council

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

**Date to Council:** April 14, 2020

**Report Number:** FS-2020-05

**Subject:** Statement of Council Remunerations and Expenses Paid in 2019

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### Recommendations

It is recommended:

1. **That** Financial Services Report No. FS-2020-05 Statement of Remuneration and Expenses Paid in 2019 **be received**.

### Background

The *Municipal Act 2001*, S.O. 2001, c. 25, Section 284 reads as follows:

#### Statement

#### 284.

- (1) The treasurer of a municipality shall in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to,
- (a) each member of council in respect of his or her services as a member of the council or any other body, including a local board, to which the member has been appointed by council or on which the member holds office by virtue of being a member of council;
  - (b) each member of council in respect of his or her services as an officer or employee of the municipality or other body described in clause (a); and
  - (c) each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect of his or her services as a member of the body. 2001, c. 25, s. 284 (1).

### **Mandatory item**

(2) The statement shall identify the by-law under which the remuneration or expenses were authorized to be paid. 2001, c. 25, s. 284 (2).

### **Statement to be provided to municipality**

(3) If, in any year, any body, including a local board, pays remuneration or expenses to one of its members who was appointed by a municipality, the body shall on or before January 31 in the following year provide to the municipality an itemized statement of the remuneration and expenses paid for the year. 2001, c. 25, s. 284 (3).

### **Public records**

(4) Despite the Municipal Freedom of Information and Protection of Privacy Act, statements provided under subsections (1) and (3) are public records. 2001, c. 25, s. 284 (4).

The remuneration or expenses were authorized to be paid under By-law 2006-84 as amended by By-law 2007-27, By-Law 2007-85 and By-Law 2019-62, being a by-law respecting remuneration for Members of Council for the Corporation of the Town of Tecumseh and as covered by Policy #14 "Travel Policy".

### **Comments**

None

### **Consultations**

None

### **Financial Implications**

Expenses were within budget allocations.

## 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 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:

Nick Meloche, CPA, B.Com  
Financial Analyst Revenue

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP  
Chief Administrative Officer

**Attachment  
Number**

**Attachment  
Name**

1

Statement of Remuneration and Expenses Paid in 2019



Council	Salary	Lieu Pension	Per Diem	Total Wages - Council	Government remittance (CPP & EHT)	Health & Life Insurance Benefit	Total Benefit	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total (Excl. PSB & COA)
G. McNamara - Mayor	\$ 44,259	\$ 4,219	\$ 500	\$ 48,978	\$ 3,438	\$ 4,793	\$ 8,231	\$ 231	\$ 1,119	\$ 7,193	\$ 8,543	\$ 65,752
J. Bachetti - Deputy Mayor	35,407	3,450	800	39,657	2,780	4,856	7,636	3,554	117	-	3,671	50,964
W. Altenhof - Councillor	27,639	2,461	-	30,100	1,936	192	2,128	-	117	-	117	32,345
A. Dowie - Councillor	27,639	2,596	1,800	32,035	2,051	192	2,243	5,625	117	-	5,743	40,020
B. Houston - Councillor	27,639	2,524	1,000	31,163	1,990	192	2,181	3,050	117	-	3,167	36,511
T. Jobin - Councillor	27,639	2,488	600	30,727	1,959	4,856	6,815	-	117	-	117	37,659
R. Tonial - Councillor	27,639	2,722	3,200	33,561	2,159	2,525	4,684	8,680	967	-	9,647	47,892
Total	\$ 217,861	\$ 20,458	\$ 7,900	\$ 246,219	\$ 16,312	\$ 17,606	\$ 33,918	\$ 21,139	\$ 2,673	\$ 7,193	\$ 31,005	\$ 311,143

see note \*\*

Police Services Board	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total
G. McNamara - Mayor	\$ 2,722	\$ -	\$ -	\$ -	\$ -	\$ 2,722
J. Bachetti - Deputy Mayor	2,722	-	-	-	-	2,722
F. Stibbard	227	-	-	-	-	227
E. Groh	454	-	-	-	-	454
M. Gomes	2,815	651	-	-	651	3,466
C. Hales	3,968	887	-	-	887	4,856
P. Sweet	2,815	666	-	-	666	3,481
Total	\$ 15,723	\$ 2,205	\$ -	\$ -	\$ 2,205	\$ 17,928

Committee of Adjustment	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total
C. Carpenter	700	-	-	-	-	700
B. Altenhof - Councillor	300	-	-	-	-	300
L. Chadwick	1,500	1,038	-	-	1,038	2,538
J. Jolicoeur	600	-	-	-	-	600
T. Fuerth	1,900	1,678	-	-	1,678	3,578
R. Mackie	400	-	-	-	-	400
T. Marentette	1,600	1,344	-	-	1,344	2,944
P. Morand	2,000	144	-	-	144	2,144
T. Muscedere	2,000	1,648	-	-	1,648	3,648
Total	\$ 11,000	\$ 5,852	\$ -	\$ -	\$ 5,852	\$ 16,852

Essex Region Conservation Authority	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total
J. Bachetti - Deputy Mayor	600	-	-	143	143	743
T. Jobin - Councillor	2,220	-	-	86	86	2,306
Total	\$ 2,820	\$ -	\$ -	\$ 229	\$ 229	\$ 3,049

Association of Municipalities of Ontario	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total
G. McNamara - Mayor	\$ -	\$ -	\$ -	\$ 2,123	\$ 2,123	\$ 2,123
Essex Power	Remuneration	Professional Dev./Growth	Education/ Seminars	Mileage/Travel and Committee	Expenses Paid Sub-Total	Remuneration and Expenses Total
G. McNamara - Mayor	\$ 11,250	\$ -	\$ -	\$ 283	\$ 283	\$ 11,533

Note \*\*

The above remuneration, professional development and growth, education and seminars and other expenses were paid pursuant to by-law #2003-16 as amended by by-law # 2006-84, 2007-27, 2007-85 and 2019-62 and as covered by Policy # 14/2001 "Travel Policy"



## 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:** April 14, 2020

**Report Number:** PRS-2020-09

**Subject:** Tecumseh Corn Festival Future Direction

---

### Recommendations

It is recommended:

**That** Report PRS-2020-09 with respect to the future direction of the Tecumseh Corn Festival **be received;**

**And that** Council **approve** Administration to move forward with the proposed 2020 Tecumseh Corn Festival program inclusive of the removal of admission fees as outlined in Report PRS-2020-09;

**And further that** the Chief Administrative Officer be delegated the authority to reduce the scope of the 2020 Corn Festival by May 29, 2020 or cancel the 2020 Corn Festival by June 30, 2020, in accordance with the criteria set out in Report PRS-2020-09.

### Executive Summary

In accordance with Council's direction at the Regular Council Meeting of November 12, 2019, Administration undertook individual and public consultations to discuss and review the current and future Corn Festival programming. The overall comments received indicate support for continuing the festival as a family event and for the Town's financial contribution towards the festival.

Administration has reviewed the 2020 budget and has determined that it can provide a festival with no general park admission by reducing and/or eliminating expenditures while still providing a weekend of family friendly entertainment.

Notwithstanding the plans in this report for the Corn Festival, should the current restrictions regarding social gathering, physical distancing and other limitations imposed in response to COVID-19 remain substantially in effect by June 30th, staff recommend that the Festival be cancelled.

## Background

At the November 13, 2018 Regular Meeting of Council, the members considered the 2018 Tecumseh Corn Festival Post Event Report PRS Report # 22/18 and passed motion (RCM-322/18) which reads as follows:

**That** Report PRS-2018-22 respecting the 2018 Tecumseh Corn Festival Post Event Report be received;

**And that** as long as the Tecumseh Corn Festival continues, it will be an alcohol-free 3-day event managed by the Parks and Recreation Department.

At the November 12, 2019 Regular Meeting of Council, the members considered the Tecumseh Corn Festival Future Direction Report PRS-2019-16 and passed motion (RCM-367/19) which reads as follows:

**That** Report PRS-2019-16 Tecumseh Corn Festival Future Direction, **be received;**

**And that** Administration **be directed** to 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 further that** Administration **prepare a report** for Council's consideration on the program and operational structure for the 2020 festival and subsequent years.

On February 27, 2020, the Tecumseh Corn Festival was once again named one of the Top 100 Festivals in Ontario. This award, granted by Festivals and Events Ontario, recognizes festivals and events that excel within the industry. This is the 17<sup>th</sup> consecutive year that the Tecumseh Corn Festival has received this award.

## Comments

In accordance with Council's direction from the November 12, 2019 meeting, Administration undertook individual consultations with members of Council, OPP, current festival working group members, key vendors and festival partners to discuss and review their thoughts on the current programming and what they would like to see moving forward for future festival programming. In addition, comprehensive public consultations were undertaken.

On January 22, 2020, a News Release was circulated indicating that the Town was seeking public input on the annual Corn Festival and the future direction of the summer event. The public was invited to provide comments through an online form available on the Town's website. In addition, the public was encouraged to attend a Public Information Centre (PIC) on February 12, 2020 at the Tecumseh Arena.

The overall comments received through the individual consultations, online survey and PIC, indicated support for continuing the Festival as a family event and the Town's financial contribution towards the festival. This is consistent with the results of the recent Citizen Satisfaction Survey results.

The following consistent comments received regarding future programming recommendations, in no particular order, are as follows:

- No festival entrance admission fees
- Requests to bring back the "beer tent"
- Requests for newer and more variety of carnival rides
- An interest to see more arts and craft vendors and less information / promotional booths
- A recommendation to lower vendor fees in an effort to attract better / more vendors
- Support to include local bands as the festival's entertainment
- Interest in more interactive activities such as talent, art and cooking contests
- Interest to incorporate the Town's agricultural community into the Festival with exhibits and interactive activities
- Questions and concerns regarding the pageant as it relates to how it represents women in 2020 as well as issues raised regarding equal opportunities among the LGBTQ community to participate in the pageant
- Overall support of the parade but with recommendations that parade entries be more entertaining to include creative floats and more marching bands

Administration has reviewed and considered the suggestions received through the consultation process and provides the following comments:

### **Admission:**

Since 2010, the Festival has included a general park admission ranging between \$2 and \$5. The admission collected over the years has been a significant source of revenue to support the overall cost to operate the festival. In 2019, the general park admission revenue was \$39,835. Should the general park admission be reduced or eliminated, the Festival would have to consider other opportunities to generate revenue and / or reduce expenditures.

As a result of the request, Administration has reviewed the option to remove the festival entrance fees and, with the recommended changes to the festival program, the reduction in revenues will be offset by expense reduction and some revenue enhancements.

The reductions are staffing, stage and sound production services, event trailers, policing, and entertainment. The revenue increases are additional vendors and carnival revenues. The combination of both expenditure reductions and revenue increases are projected to offset the lost admission fee revenue.

### **Licensed Tent:**

Through the online survey, some respondents indicated an interest in the return of a licensed area at the festival. It must be noted that the majority of those that made a comment regarding a licensed tent were only interested in this portion of the festival and did not offer comments and / or suggestions regarding any other aspect of the festival programming.

Council has previously endorsed that, as long as the Corn Festival continues, it is to be managed by the Parks and Recreation Department and will be an alcohol-free 3-day event.

In response to the requests to have an outdoor licensed event, Administration acknowledges that there is an opportunity in the community provided by the Optimist Club of St. Clair Beach – the Taste of Tecumseh Festival – which is held annually at Lakewood Park during the month of June. This event, along with numerous other regional licensed events, adequately provides opportunities for the public seeking outdoor licensed entertainment.

### **Carnival Rides:**

In 2019, All Canadian Entertainment (ACE) purchased the rights to the Carter Show Ltd midway carnival, the midway that has been servicing the festival for years. In 2019, ACE worked closely with Administration to develop a new layout for the festival that incorporated the midway rides and games into the centre of the park, surrounding the vendors and corn booth. This change to the festival layout was very successful and Administration received positive comments from the festival's community partners, vendors and attendees.

Administration has been in discussion with ACE regarding this year's festival and ACE has confirmed with Administration that it is looking to purchase new rides. Administration has found that ACE is willing to work with the Town for improving the festival and is looking to improve its inventory of rides for the festivals it services.

### **Vendors:**

In response to comments received that the festival's vendor rates were significantly higher than other local festivals, Administration conducted a comparison review of its vendor rates to other local festivals. The results of the comparison revealed that the Corn Festival's rates associated for Food Vendors was equal to or less than the other regional festivals. However, the fees associated with Merchandise, as well as Arts and Craft vendors, indicated that the Corn Festival's rates were higher. Based on this information, the vendor rates for merchandise and craft vendors will be adjusted to be more in line with regional festivals.

### **Entertainment:**

Upon review of the comments received, Administration will be reviewing the festival's entertainment line-up to incorporate local bands and interactive activities as well as integrating the agricultural community. Administration will work with local community groups and partners, such as the Tecumseh BIA and the Tecumseh Arts and Cultural Committee, to incorporate new programming for this year's festivals and into the future.

### **Pageant:**

Administration is working with local and regional pageants to review the Miss Tecumseh Pageant's participation rules to determine opportunities to address the concerns raised through the consultations. Furthermore, Administration plans to reach out to leaders in the LGBTQ (Lesbian, Gay, Bisexual and Transgender) community to discuss opportunities to be more inclusive for the pageant and/or other activities associated with the Festival.

As one of the cost savings to offset the loss of admission is the elimination of the large mobile stage, an alternate location to host the pageant is required. In consultation with the Pageant Director, it has been determined that the L'Essor High School Theatre is the ideal location to provide the stage production equipment and professional setting required for show. The theatre has been reserved for the pageant for Thursday, August 27, 2020.

### **Parade:**

Administration will encourage parade participants to ensure that their parade entry is decorated and entertaining. In addition, Administration will work within the approved budget to secure marching bands and buskers to incorporate enhanced entertainment within the parade's line-up.

### **2020 Festival:**

Administration has reviewed the 2020 budget and has determined that it can provide a festival with no general park admission by reducing and / or eliminating expenditures while still providing a weekend of family-friendly entertainment. As the general park admission was the number one comment received from respondents, by eliminating the fee it will meet the requests of the residents.

The 2020 Festival will take place on the following dates and times:

<b>Date</b>	<b>Description</b>	<b>Time</b>
Thursday, August 27, 2020	Miss Tecumseh Pageant at the L'Essor High School Theatre	7:00 PM to 9:00 PM
Friday, August 28, 2020	Festival at Lacasse Park "Senior's Day"	12:00 PM to 9:00 PM Carnival continuing till 11:00 PM
Saturday, August 29, 2020	Festival Parade	11:00 AM to 12:00 PM
Saturday, August 29, 2020	Festival at Lacasse Park "Family Day"	12:00 PM to 9:00 PM Carnival continuing till 11:00 PM
Sunday, August 30, 2020	Festival at Lacasse Park "Classic Cars and Golden Oldies Day"	12:00 PM to 5:00 PM

Administration will reach out to community partners and agencies to establish relationships to work towards incorporating the aspects of the festival that the community is looking for such as: interactive activities, agricultural components, arts and cultural activities, contests, and local bands. Although the changes to the festival will take time, Administration will endeavour to incorporate as many aspects as possible for the 2020 festival dependent upon available budget, timelines and community partnerships.

Appendix 1 reflects an initial program outline for the festival. Upon approval from Council, Administration will begin to secure festival program entertainers.

### **Impact of COVID-19 on the Festival:**

Under current conditions with the COVID-19 pandemic, Administration has put on hold all financial commitments for services related to the 2020 Corn Festival. These commitments

include equipment rentals, lighting, tents, security, staffing, vendors, parade and entertainment contracts. In addition, with the large number of nonessential businesses being shut down and the uncertainty of when things may change, it is impossible to contact businesses to make alternate contract arrangements, secure sponsorships, and plan for the Festival at this time.

In addition, without any certainty of when any Town operated events may be permitted to operate again, Administration has put on hold the recruitment for the Special Events Assistant until further notice.

A Provincial Order bans gatherings of five (5) or more individuals, and a 2-metre (6 feet) physical distancing requirement is in place for all individuals. With no certainty of an end date indicating the removal of either restriction, it is not feasible to stage any type of festival or public event with these restrictions in place.

Administration has undertaken a review of planning for the 2020 Corn Festival and what the different festival format scenarios could be as well as the required timelines to prepare and present the Corn Festival under each scenario, as follows:

1. **Full Festival Programing:** Event format as presented in this report. Would need to begin to plan implementation before May 29, 2020. If the restrictions related to COVID-19 are not substantially lifted by May 29, 2020, event planning would roll over to a One-Day Festival.
2. **One-Day Festival:** Event providing a full day of events, parade, limited vendors, entertainment, corn, family programming and possibly carnival rides. Would need to begin plan implementation by June 30, 2020.
3. **Cancellation of the 2020 Corn Festival:** If the restrictions related to COVID-19 are not substantially lifted by June 30, 2020, the Festival would be officially cancelled. Staff will monitor the restrictions in effect for COVID-19 including but not limited to permitted number of people gatherings, social/physical distancing requirements as well as nonessential business closures. Should restrictions remain to the extent that would make the Festival infeasible and/or pose a public health threat, it is recommended the Festival would be cancelled as of June 30, 2020.
4. **Reschedule Festival to an Alternate Date:** Due to the already crowded schedule of festivals and events in the region, securing equipment, vendors, entertainment, carnival rides, etc. would not be feasible and staff do not recommend rescheduling the Corn Festival.

## Consultations

Optimist Club of St. Clair Beach  
Muscle Cars and Classics  
All Canadian Entertainment  
Former Committee Members and Festival Event Lead Volunteers  
Tecumseh OPP  
Finance Department



## Financial Implications

As reported to Council on November 12, 2019 in report number PRS-2019-16:

“It must also be noted that the Council-approved budget commitment to the 2020 Corn Festival will be the financial commitment that Administration will be directed to work within, regardless of what the program review and operational recommendations reflect.”

Appendix 2 reflects an adjusted budget for the 2020 festival that meets the financial commitment approved in the 2020 budget.

## 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 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:

Kerri Rice  
Manager Recreation Programs & Events

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

<b>Attachment Number</b>	<b>Attachment Name</b>
1	2020 Tecumseh corn festival program outline
2	Corn festival budget

## 2020 Tecumseh corn festival program outline

### Thursday – Miss Tecumseh pageant

7:00 p.m. – pageant at L'Essor

### Friday – Senior's day

12:00 p.m. – park opens with free admission

- Corn booth open – serving free corn for seniors till 4:00 p.m.
- Vendor booths open
- Midway opens
- Interactive activities opens – bouncy castle, putt putt golf, inflatable corn maze, lawn games till 6:00 p.m.
- Interactive and/or cultural displays led by community partners till 5:00 p.m.

12:30 p.m. – Local musical entertainment (60 minute performance)

1:00 p.m. – Free recreational swimming at the Tecumseh Leisure Pool till 4:00 p.m.

1:30 p.m. – Bingo (90 minutes)

2:30 p.m. – Local musical entertainment (60 minute performance)

4:30 p.m. – Local musical entertainment (60 minute performance)

5:00 p.m. – Contests - tbd

6:30 p.m. – Local musical entertainment (60 minute performance)

8:00 p.m. – Local musical entertainment (60 minute performance)

9:00 p.m. – Festival closes

- Carnival continuing till 11:00 p.m.
- Corn booth closes
- Food vendors permitted to stay open till 11:00 p.m.

### Saturday – Family day

11:00 a.m. – parade

12:00 p.m. – park opens with free admission

- Corn booth open – serving free corn for seniors till 4:00 p.m.
- Vendor booths open
- Midway opens
- Interactive activities opens – bouncy castle, putt putt golf, inflatable corn maze, lawn games till 6:00 p.m.
- Interactive and/or cultural displays led by community partners till 5:00 p.m.

12:30 p.m. – Local musical entertainment (60 minute performance)

1:00 p.m. – Free recreational swimming at the Tecumseh Leisure Pool till 4:00 p.m.

1:30 p.m. – Children's activities:

- Pony rides (3 hours)
- Clown / balloon twisting (4 hours)

1:30 p.m. – Bingo (90 minutes)

2:00 p.m. – Nibby's birthday party celebration

2:30 p.m. – Local musical entertainment (60 minute performance)

4:00 p.m. – Contests - tbd

4:30 p.m. – Dog agility show (60 minute performance)

6:30 p.m. – Local musical entertainment (60 minute performance)

8:00 p.m. – Local musical entertainment (60 minute performance)

9:00 p.m. – Festival closes

- Carnival continuing till 11:00 p.m.
- Corn booth closes
- Food vendors permitted to stay open till 11:00 p.m.

### Sunday – Classic cars and golden oldies day

12:00 p.m. – park opens with free admission

- Corn booth open – serving free corn for seniors till 4:00 p.m.
- Vendor booths open
- Midway opens
- Interactive activities opens – bouncy castle, putt putt golf, inflatable corn maze, lawn games till 6:00 p.m.
- Interactive and/or cultural displays led by community partners till 5:00 p.m.

12:00 p.m. – Cream of the crop classic car show till 4:00 p.m.

12:30 p.m. – Local musical entertainment (3 hours)

1:00 p.m. – Free recreational swimming at the Tecumseh Leisure Pool till 4:00 p.m.

1:30 p.m. – Children's activities:

- Clown / balloon twisting (4 hours)

2:00 p.m. – Contests - tbd

3:30 p.m. – Dog agility show

5:00 p.m. – Festival and midway closes

<b>Corn Festival Budget</b>	<b>2020 Budget</b>	<b>2020 Adjusted Budget</b>
4-3500 Booth Revenue	20,000	15,000
4-3505 Parking	5,000	5,000
4-3510 Carnival	25,000	18,000
4-3700 Admission fees	35,000	0
4-3710 Registration/Entry Fee	2,500	2,500
4-6200 Donations	25,000	22,000
4-6300 Miscellaneous Revenue	0	0
<b>Total Revenues</b>	<b>112,500</b>	<b>62,500</b>
5-1000 Salary Payroll	21,874	21,874
5-1300 Canada Pension Plan	1,034	1,034
5-1320 Employment Insurance	484	484
5-1340 Employer Health Tax	427	427
5-1360 Workers Safety & Ins Bd	593	593
5-1380 OMERS	0	0
5-5010 Office Supplies	500	500
5-5060 Postage & Courier	100	100
5-5300 Memberships	525	500
5-5310 Professional Development	1,500	1,500
5-2400 Materials & supplies	2,400	2,400
5-2860 Equipment rental	38,000	24,000
5-3000 Janitorial Supplies	1,000	500
5-5820 Uniforms	3,500	2,500
5-3030 Grounds Maintenance	29,000	22,000
5-2000 Contracts	6,500	0
5-2150 Security	2,500	2,500
5-3550 Communications - Cellular Phon	100	100
5-2160 Entertainment	43,000	20,000
5-2250 Miscellaneous Service	1,000	1,000
5-5070 Meetings (meals)	1,000	1,000
5-5600 Public Relations	4,000	5,000
5-5610 Advertising	8,000	6,000
5-5650 Parade	7,500	9,000
5-5660 Pageant	6,000	6,000
5-5830 Miscellaneous	0	1,500
<b>Total Expenditures</b>	<b>180,537</b>	<b>130,512</b>
<b>Net Expenditures</b>	<b>68,037</b>	<b>68,012</b>



## 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:** April 14, 2020

**Report Number:** PBS-2020-15

**Subject:** Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
1033 Lesperance Road (Ms. Laura White/Desjardin Insurance)  
Parking Area Improvement Grant and Building Façade Improvement  
Grant Programs  
OUR FILE: D18 CIPFIP - CIP-02/20

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### Recommendations

It is recommended:

**That** the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 1033 Lesperance Road (Roll No. 374406000005400), **be deemed eligible and approved** for the following CIP Grant Programs:

- i) The Parking Area Improvement Grant Program, for a total amount of \$8,950 toward the parking lot improvements being proposed; and
- ii) The Building Façade Improvement Grant, for a total amount of \$3,416 toward the building façade improvements being proposed;

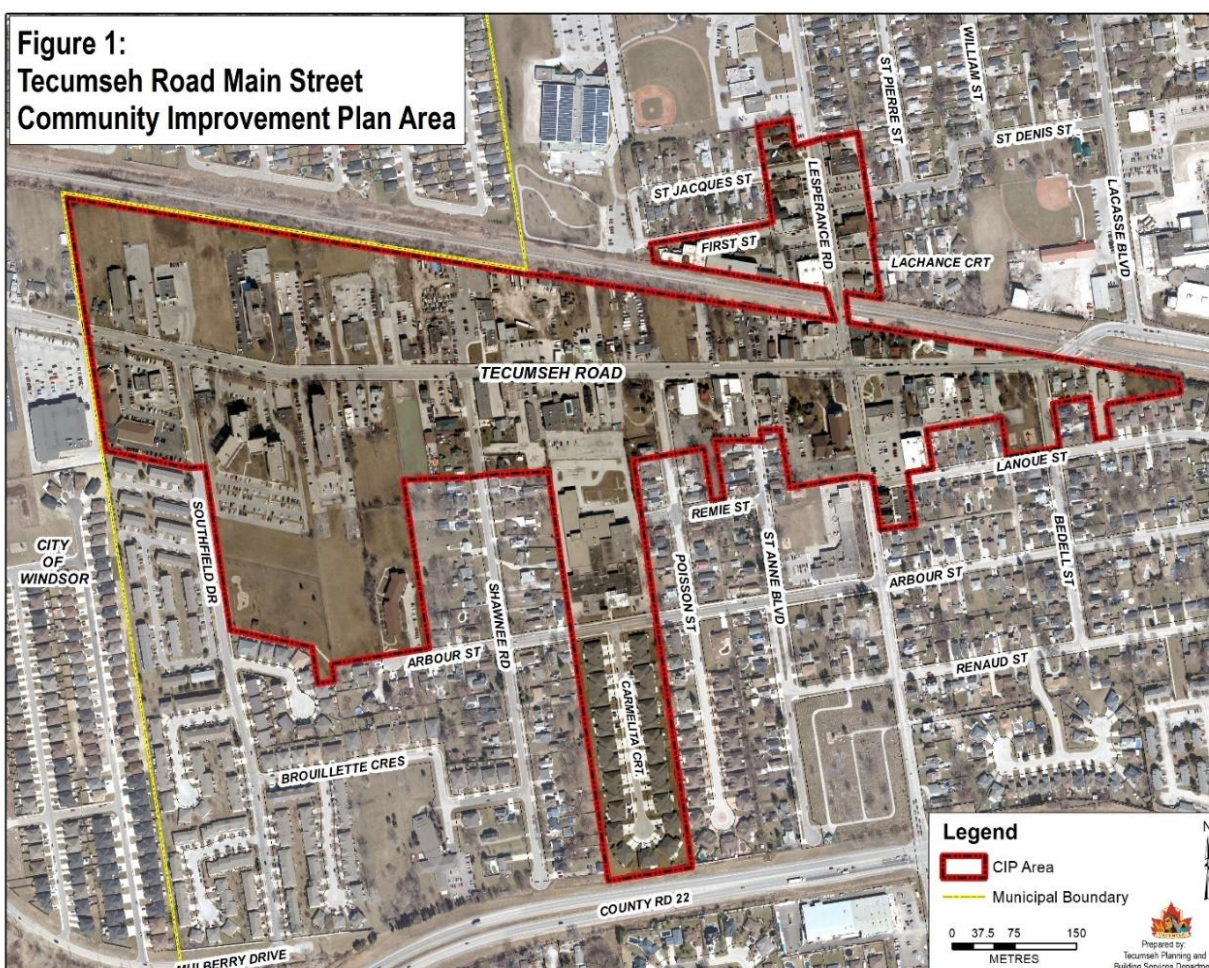
all of which is in accordance with Section 11.3 (5) of the CIP, and PBS-2020-15.

### 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



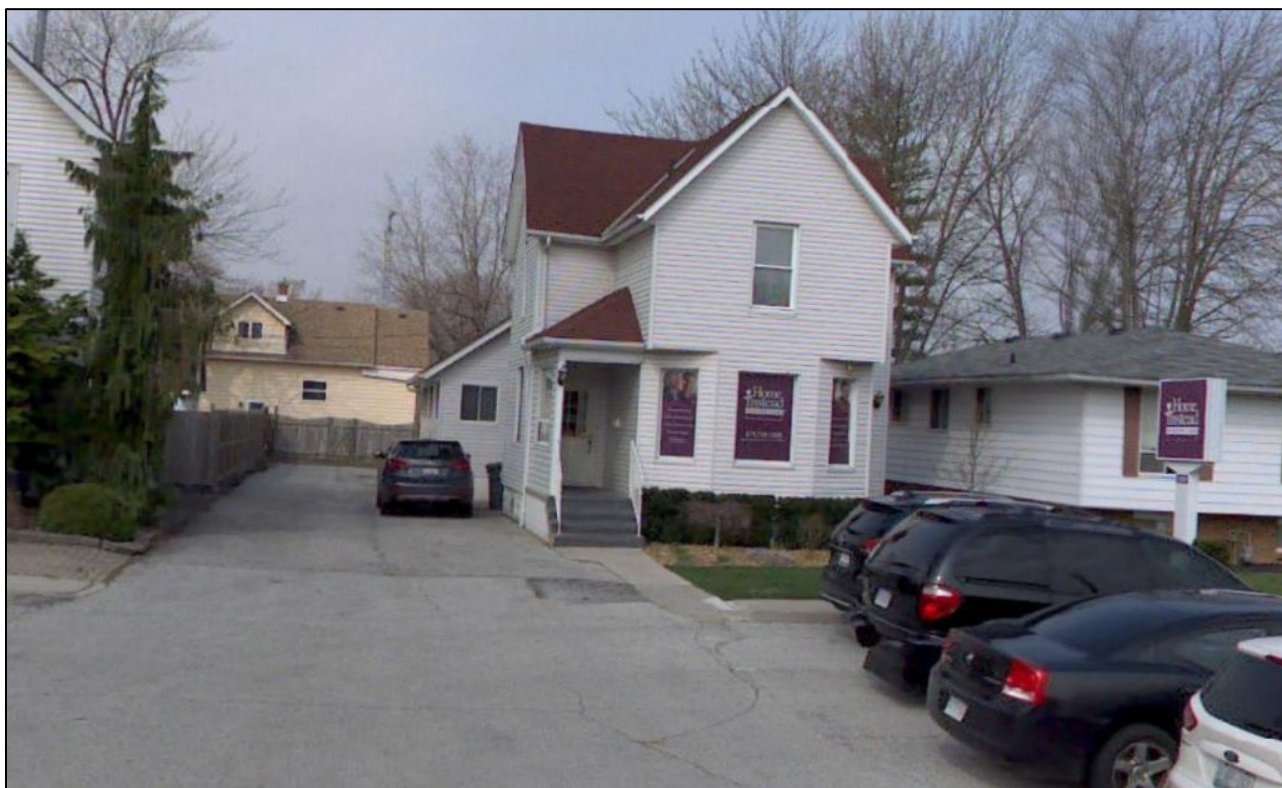
east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land. The CIP establishes a community 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 recent weeks, Town Administration communicated with the new Owner of the commercial property located at 1033 Lesperance Road (see photo below and Attachments 2 and 2A for location) regarding proposed improvements to the parking lot (resurfacing and line painting) and the building's façade (new awnings and introduction of architectural details along roofline and window treatments). Until recently, the subject property was occupied by offices related to a home care service. The new Owner is proposing to open an insurance office (Desjardins Insurance) in mid- to late-April.



Town Administration has reviewed the proposed improvements against the guidelines established in the CIP and determined that they qualify for financial incentives under the CIP.

### Proposed Grant Details

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the Parking Area Improvement Grant Program in the amount of \$8,950 and the Building Façade Improvement Grant in the amount of \$3,416. (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 both grants, as identified below:



## **Parking Lot Improvement Grant**

Riverside Paving & Trucking Ltd. - \$17,900

Metro City Paving - \$17,000

The requested amount of \$8,950 represents the maximum amount of grant available (50% of the total eligible costs or up to \$10,000), as established by the selected preferred quote of Riverside Paving & Trucking Ltd.

## **Building Façade Improvement Grant**

SBT Construction/Windsor Tent & Awning Inc. - \$6,832

Home Hardware Design & Installation/James Gibb Signs - \$10,291

The requested amount of \$3,416 represents the maximum amount of grant available (50% of the total eligible costs or up to \$10,000), as established by the selected preferred quote of SBT Construction/Windsor Tent & Awning Inc.

The above-noted 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:

- i) the Owner will have a period of six months to start the project and one year to complete the proposed works from the date of Council approval;
- ii) extensions will be considered on a case-by-case basis; and
- iii) an application may be cancelled if work does not commence within the six-month period or if the approved works are not completed within a one-year period from the date of Council approval.

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

## 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. This 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 2020 budget includes CIP grant funding of \$125,000. An additional \$110,527 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$235,527 in funds available for 2020. To date, two other application have been approved during 2020. Accordingly, the current available funding total is \$206,375.

Upon approval of the recommendation of this report, remaining available program funds for 2020 will be \$194,009 as referenced in the tables in Attachments 3A and 3B.

## Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that 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:

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**

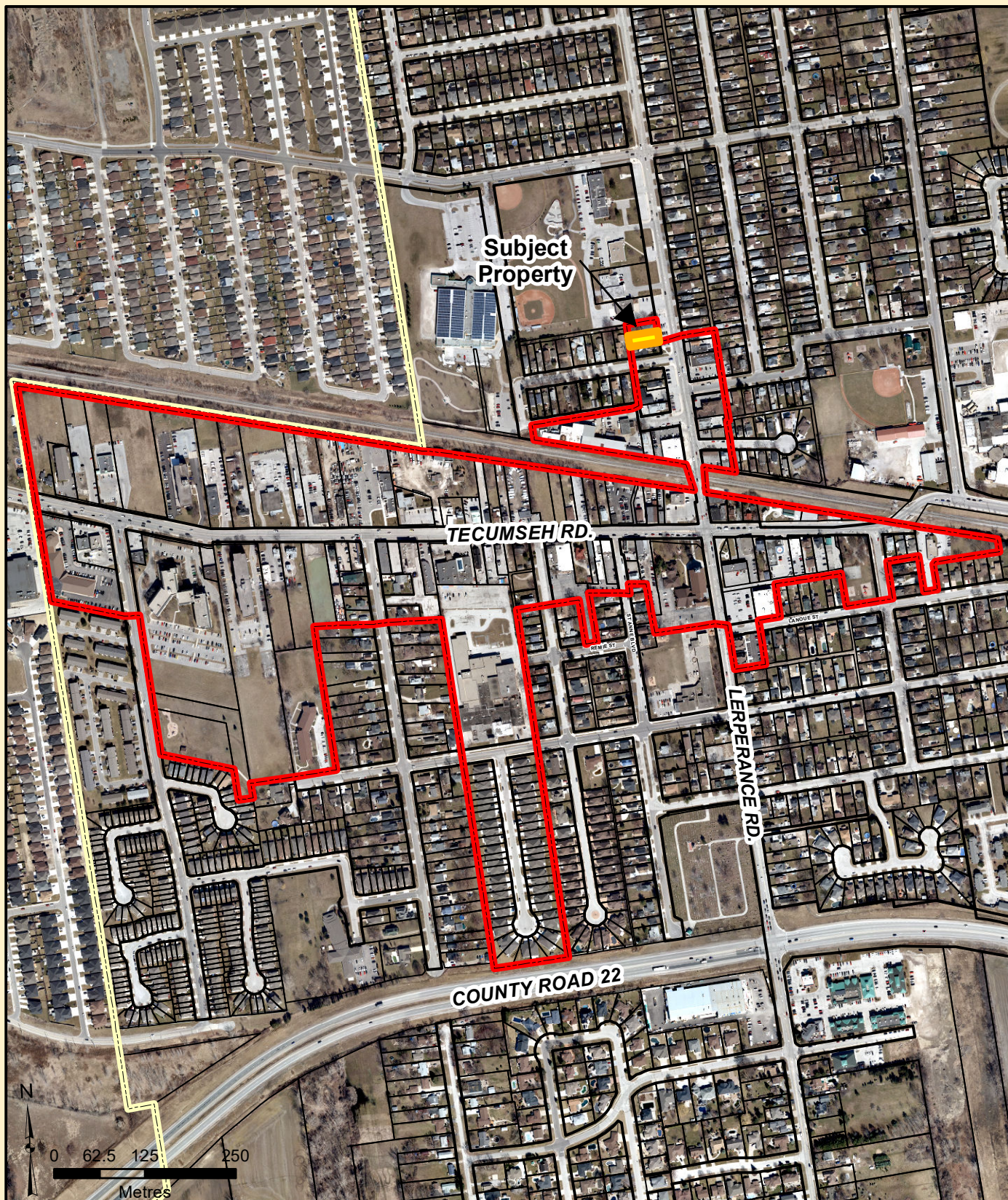
1	Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View
3	CIP Incentives Financial Summary Chart No. 1
4	CIP Incentives Financial Summary Chart No. 2

**Attachment 1**  
**Financial Incentive Program Grant Application**  
**Tecumseh Road Main Street Community Improvement Plan**  
**1033 Lesperance Road**  
**CIP Support Programs and Incentives Summary**

**11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY**

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





Prepared By:  
Tecumseh Planning and  
Building Services Department

**Legend:**



CIP Area



Subject Property



Municipal Boundary

**Attachment 2**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street CIP  
1033 Lesperance Road  
**Property Location in Relation to CIP Study Area**





**Legend:**



Subject Property



Prepared By:  
Tecumseh Planning and  
Building Services Department

**Attachment 2A**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street CIP  
1033 Lesperance Road  
**Property Location, Detail View**



**Attachment 3A**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
1033 Lesperance Road  
**CIP Incentives Financial Summary Chart No. 1**

<b>CIP Incentives Summary - Year-to-Date as of April 14, 2020 RCM</b>				
<b>Grant Program</b>	<b>Annual Program Allocation Limit</b>	<b>Projects Committed</b>	<b>Projects Proposed</b>	<b>Paid</b>
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 3,000	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ 26,152	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ 3,416	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ 8,950	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	<b>\$ 417,000</b>	<b>\$ 29,152</b>	<b>\$ 12,366</b>	<b>\$ -</b>
<b>Actual Budget Allocations:</b>				
2020	\$ 125,000			
Prior Years - Carry-forward	\$ 110,527			
<b>Total Available for 2020</b>	<b>\$ 235,527</b>			
2020 Annual Funding Shortfall including carry-overs	\$ (181,473)			
<b>Total Available for 2020 less Projects Committed</b>		<b>\$ 206,375</b>		
<b>Remaining Available less Projects Proposed</b>			<b>\$ 194,009</b>	

**Attachment 3B**  
Financial Incentive Program Grant Application  
Tecumseh Road Main Street Community Improvement Plan  
1033 Lesperance 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
CIP-07/19	11957 Tecumseh Road			\$ 100,000						\$ 100,000	PBS-2020-03
CIP-01/20	1222 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2020-04
CIP-06/19	Villa Pia Investments - 12000 Tecumseh Road			\$ 26,152						\$ 26,152	PBS-2020-11
	Total	\$ 19,475	\$ 4,237	\$ 370,475	\$ 79,000	\$ 60,000	\$ 10,013	\$ 4,000	\$ 1,000	\$ 548,200	
										GRANT PAID	

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2020 - 31**

Being a by-law to authorize the execution of a Letter of Agreement between The Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for Ontario relating to funding under the Dedicated Gas Tax Funds for Public Transportation program

**Whereas** the Province of Ontario established a Dedicated Gas Tax Fund for Public Transportation Program to increase public transportation ridership to support the development of strong communities;

**And Whereas** funding to municipalities by the Minister of Transportation for the Province of Ontario (MTO) will be provided in accordance with the terms and conditions set out in a Letter of Agreement and the Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 Guidelines and Requirements;

**And Whereas** the Council of The Corporation of the Town of Tecumseh is desirous of entering into a Letter of Agreement for the provision of funding under the Dedicated Gas Tax Funds for Public Transportation Program, aligning the program year with the Provincial fiscal year, running from April 1, 2019 to March 31, 2020;

**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 Director Financial Services & Chief Financial Officer are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Letter of Agreement between The Corporation of The Town of Tecumseh and Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario, a copy of which Letter of 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 Letter of Agreement for the provision of funding under the Dedicated Gas Tax Funds for Public Transportation Program for 2019/2020.
2. **That** this by-law shall come into force and take effect upon the date of the third and final reading.

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

---

Gary McNamara, Mayor

---

Laura Moy, Clerk

Ministry of  
Transportation

Office of the Minister

777 Bay Street, 5<sup>th</sup> Floor  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transportation

Ministère des  
Transports

Bureau de la ministre

777, rue Bay, 5<sup>e</sup> étage  
Toronto ON M7A 1Z8  
416 327-9200  
www.ontario.ca/transports



MAR 12 2020

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

Dear Mayor McNamara:

**RE: Dedicated Gas Tax Funds for Public Transportation Program**

This Letter of Agreement between the **Town of Tecumseh** (the "Municipality") and Her Majesty the Queen in right of the Province of Ontario, as represented by the Minister of Transportation for the Province of Ontario (the "Ministry"), sets out the terms and conditions for the provision and use of dedicated gas tax funds under the Dedicated Gas Tax Funds for Public Transportation Program (the "Program"). Under the Program, the Province of Ontario provides two cents out of the provincial gas tax to municipalities to improve Ontario's transportation network and support economic development in communities for public transportation expenditures.

The Ministry intends to provide dedicated gas tax funds to the Municipality in accordance with the terms and conditions set out in this Letter of Agreement and the enclosed Dedicated Gas Tax Funds for Public Transportation Program 2019/2020 Guidelines and Requirements (the "guidelines and requirements").

In consideration of the mutual covenants and agreements contained in this Letter of Agreement and the guidelines and requirements, which the Municipality has reviewed and understands and are hereby incorporated by reference, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Ministry and the Municipality agree as follows:

1. To support local public transportation services in the Municipality, the Ministry agrees to provide funding to the Municipality under the Program to a maximum amount of up to **\$159,702** ("the "Maximum Funds") in accordance with, and subject to, the terms and conditions set out in this Letter of Agreement and, for greater clarity, the guidelines and requirements.
2. Letter of Agreement and a copy of the authorizing municipal by-law(s) and, if applicable, resolution(s) for the Municipality to enter into this Letter of Agreement, provide the Municipality with **\$119,777**; and any remaining payment(s) will be provided thereafter.
3. If another municipality authorizes the Municipality to provide local public transportation services on its behalf and authorizes the Municipality to request and receive dedicated gas

tax funds for those services also on its behalf, the Municipality will in the by-law(s) and, if applicable, resolution(s) described in section 2 confirm that the Municipality has the authority to provide those services and request and receive those funds.

4. The Municipality agrees that any amount payable under this Letter of Agreement may be subject, at the Ministry's sole discretion, to any other adjustments as set out in the guidelines and requirements.
5. The Municipality will deposit the funds received under this Letter of Agreement in a dedicated gas tax funds reserve account, and use such funds and any related interest only in accordance with the guidelines and requirements.
6. The Municipality will adhere to the reporting and accountability measures set out in the guidelines and requirements, and will provide all requested documents to the Ministry.
7. The Municipality agrees that the funding provided to the Municipality pursuant to this Letter of Agreement represents the full extent of the financial contribution from the Ministry and the Province of Ontario under the Program for the 2019/2020 Program year.
8. The Ministry may terminate this Letter of Agreement at any time, without liability, penalty or costs upon giving at least thirty (30) days written notice to the Municipality. If the Ministry terminates this Letter of Agreement, the Ministry may take one or more of the following actions: (a) cancel all further payments of dedicated gas tax funds; (b) demand the payment of any dedicated gas tax funds remaining in the possession or under the control of the Municipality; and (c) determine the reasonable costs for the Municipality to terminate any binding agreement(s) for the acquisition of eligible public transportation services acquired, or to be acquired, with dedicated gas tax funds provided under this Letter of Agreement, and do either or both of the following: (i) permit the Municipality to offset such costs against the amount the Municipality owes pursuant to paragraph 8(b); and (ii) subject to section 1, provide the Municipality with funding to cover, in whole or in part, such costs. The funding may be provided only if there is an appropriation for this purpose, and in no event will the funding result in the Maximum Funding exceeding the amount specified under Section 1.
9. Any provisions which by their nature are intended to survive the termination or expiration of this Letter of Agreement including, without limitation, those related to disposition, accountability, records, audit, inspection, reporting, communication, liability, indemnity, and rights and remedies will survive its termination or expiration.
10. This Letter of Agreement may only be amended by a written agreement duly executed by the Ministry and the Municipality.
11. The Municipality agrees that it will not assign any of its rights or obligations, or both, under this Letter of Agreement.
12. The invalidity or unenforceability of any provision of this Letter of Agreement will not affect the validity or enforceability of any other provision of this Letter of Agreement. Any invalid or unenforceable provision will be deemed to be severed.
13. The term of this Letter of Agreement will commence on the date of the last signature of this Letter of Agreement.

14. The Municipality hereby consents to the execution by the Ministry of this Letter of Agreement by means of an electronic signature.

If the Municipality is satisfied with and accepts the terms and conditions of this Letter of Agreement, please print it, secure the required signatures for it, and then return a fully signed copy, in pdf format, to the following email account:

[MTO-PGT@ontario.ca](mailto:MTO-PGT@ontario.ca)

Sincerely,



Caroline Mulroney  
Minister of Transportation

I have read and understand the terms and conditions of this Letter of Agreement, as set out above, and, by signing below, I am signifying the Municipality's consent to be bound by these terms and conditions.

**Municipality**

Date	Name (print):
	Title (head of council or
	authorized delegate):
	I have authority to bind the Municipality.

Date:	Name (print):
	Title (clerk or authorized delegate):
	I have authority to bind the Municipality.

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2020 - 32**

Being a by-law to execute an Site Plan Control Agreement between The Corporation of The Town of Tecumseh and Lilly Jean Daniher

**Whereas** Lilly Jean Daniher owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

**And Whereas** The Corporation of the Town of Tecumseh (Corporation) has enacted a by-law designating the Lilly Jean Daniher lands as a site plan control area, pursuant to Section 41(2) of the *Planning Act, R.S.O 1990, c.P.13* (Act) and amendment thereto;

**And Whereas** as a condition of agreeing to development, the Corporation has requested Lilly Jean Daniher enter into a Site Plan Agreement;

**And Whereas** where the site plan control is in effect, Section 41 of the Act and amendments thereto, states that the approval of plans by Municipal council is required prior to developments 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** 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 Site Plan Control 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 Clerk be are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and Lilly Jean Daniher dated the 14<sup>th</sup> day of April, 2020, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Site Plan Control 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 April, 2020.

---

Gary McNamara, Mayor

---

Laura Moy, Clerk

# **SITE PLAN CONTROL AGREEMENT**

Between:

**The Corporation of the Town of Tecumseh**

-and-

**Lilly Jean Daniher**

**PREPARED BY:**

**WOLF HOOKER PROFESSIONAL CORPORATION**

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

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## **SITE PLAN CONTROL AGREEMENT**

***THIS AGREEMENT*** made in triplicate this 14 day of April, 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-

***LILLY JEAN DANIHER***  
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) 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. The Owner further agrees to relocate the existing piles of soil (currently on abutting property to the West) so that they are located wholly within the limits of the Lands, do not exceed twenty-five (25') in height from the average surrounding grade of the Lands and otherwise in accordance with the Site 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 required to fulfill this condition has been prepared and approved, and is attached hereto as Schedule "B";
- 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. 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.

### 2.1.5 Engineer

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

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

### 2.1.6 Services

#### 2.1.6.1 Stormwater Management

The Owner agrees that stormwater management measures shall be applicable to the development of the Lands, in a manner which is in accordance with the provisions of The Drainage Act, R.S.O. 1990, c.D.17 and amendments thereto, and to the satisfaction of the Municipality's Engineer.

#### 2.1.6.2 Sanitary Sewers

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

#### 2.1.6.3 Water Services

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

#### 2.1.6.4 Electrical Services

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 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 signs which are allowed by this Agreement, as shown on the Site Plan and are otherwise consistent with the Town's Sign Bylaw or which are otherwise required by applicable law.

#### 2.1.19 Refuse Collection

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

### ***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.

#### **3.3 COMPLETION**

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

## ***ARTICLE 4***

### ***PAYMENTS***

#### **4.1 COSTS**

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

#### **4.2 DEVELOPMENT CHARGES**

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

## ***ARTICLE 5***

### ***CONVEYANCES***

#### **5.1 EASEMENTS**

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

#### **5.2 ROAD WIDENING**

The Owner shall convey or dedicate to the Municipality upon demand and without cost and free of encumbrance the lands shown on the Site Plan for road widening. If the Municipality determines that additional lands are required for road widening, the Owner shall also convey or dedicate such additional lands for road widening upon demand and without cost and free of encumbrance.

## ***ARTICLE 6***

### ***SECURITY***

#### **6.1 PERFORMANCE**

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$5,000.00 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:

5355 County Road 19, Maidstone, ON N0R 1K0

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” 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**



}  
}  
}  
}  
}  
}  
}

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**Laura Moy - CLERK**

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**Lilly Jean Daniher**

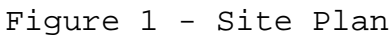
**SCHEDULE "A"**

**THE LANDS**

PT LOT 10 CON 12 GEOGRAPHIC TOWNSHIP OF SANDWICH SOUTH  
DESIGNATED AS PT 2 PL 12R21779; NOW IN THE TOWN OF TECUMSEH

Being all of PIN 75237-0170 (LT)

## SITE PLAN



# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2020 - 33**

### **Being a By-Law to Delegate Authority during a Declared Emergency**

**Whereas** to help protect the health and safety of people in the community

when an emergency has been declared by the Federal Government, Provincial Government, and/or the Mayor under the *Emergency Management and Civil Protection Act*, The Corporation of the Town of Tecumseh (Corporation) has or is in the process of suspending municipal programs and facilities;

**And whereas** the Council of the Corporation is generally required to conduct its business in meetings that are open to the public as required by the *Municipal Act, 2001*;

**And whereas** section 23.1 of the *Municipal Act, 2001*, authorizes Council to delegate its power and duties;

**And whereas** Council considers it to be in the Corporation's best interest to delegate its authority during a period when conducting Council meetings may not be feasible, subject to the restrictions prescribed by the *Municipal Act, 2001* and by this by-law;

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

#### **Part 1: Definitions**

1. In this By-law:
  - A) "Approved Budget" is the budget approved by Council;
  - B) "CAO" means the Chief Administrative Officer as described in the Municipal Act, 2001 and appointed by Council by by-law;
  - C) "Clerk" means the Municipal Clerk as described in the Municipal Act, 2001 and appointed by Council by by-law;
  - D) "Corporation" means The Corporation of the Town of Tecumseh;
  - E) "Council" means the Municipal Council of The Corporation of the Town of Tecumseh;
  - F) "Director Planning & Building Services" means the Director hired by the Chief Administrative Officer to perform the role of Director Planning & Building Services;

- G) “Emergency” means an emergency existing in the Town and declared in accordance with the Emergency Management and Civil Protection Act;
- H) “Purchasing By-law” means By-law No. 2017-63 being a By-law of the Corporation governing procurement policies and procedures;
- I) “Treasurer” means the treasurer as described in the Municipal Act, 2001 and appointed by Council by by-law; and,
- J) “Town” means The Corporation of the Town of Tecumseh.

## **Part 2: Delegations**

- 2. Subject to Part 4, the Chief Administrative Officer, during an Emergency, is delegated the authority to identify and determine municipal services that are essential and non-essential and to modify services or service levels for non-essential services; enter into any agreement, incur any liability (including the award of a contract), authorize any expenditure, including those related to the acquisition or disposition of real property included or not included in the Approved Budget, and which would otherwise require Council approval, subject to the following:
  - A) that any decision to modify services or service levels for non-essential services be made with the concurrence of the Mayor or Acting Mayor;
  - B) the Treasurer’s confirmation that expenditure or liability is not detrimental to the financial interest of the municipality;
  - C) the term of any contract does not exceed 12 months, or 24 months where extending a contract under reasonable terms that was previously procured by the Town through a public procurement process;
  - D) the Town’s Purchasing By-law is complied with in all other respects; and
  - E) that any required contracts are executed by the Chief Administrative Officer and Treasurer.
- 3. Subject to Part 4, the Clerk, during an Emergency, is delegated the authority to enter into any agreement which would otherwise require Council approval for which Council had approved a matter by resolution but had not yet passed a by-law.
- 4. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Treasurer, if satisfied that such action is reasonable in the circumstances, is delegated the authority to:
  - A) reduce, waive or cancel late payment penalty and interest charges on, tax and water/wastewater accounts, and reduce, waive or cancel municipal fees/charges, if such reduction, waiver or cancellation is otherwise in accordance with the law; and

- B) extend payment periods or deadlines for payment for amounts owing to the Town, if such extension is otherwise in accordance with the law; and
  - C) request extended payment periods or deadlines for payment for amounts owing to Essex Powerlines.
- 5. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Treasurer and Chief Administrative Officer acting jointly, and if satisfied that such action is reasonable in the circumstances, are delegated the authority to resolve in writing, to transfer funds from a reserve fund subject to a determination by the Treasurer that the funds are:
  - A) not available in the Approved Budget; and
  - B) required in order to continue municipal operations during an Emergency or immediately thereafter.
- 6. Despite provisions in any specific by-law or resolution, and subject to Part 3, the Director Planning & Building Services, if satisfied that such action is reasonable in the circumstances, is delegated the authority to extend the deadlines for decisions and the issuance of permits pursuant to the Planning Act and Building Code Act, where such extensions are authorized by law.

### **Part 3: Exercise of Delegations**

- 7. The delegations of authority in this by-law are in addition to delegations of authority established by other by-laws and otherwise at law. In the event of any inconsistency between this By-law and any other by-law, the provision that more effectively delegates authority prevails to the extent of the inconsistency.
- 8. The delegations in this by-law are subject to any restrictions on such delegation under the Municipal Act, 2001, or any other Act.
- 9. Where by this by-law, Council delegates authority or imposes a restriction or direction of Council on the delegation, the delegate may exercise the authority subject to the restriction or direction.
- 10. Nothing in this by-law prevents a delegate from further delegating his or her authority to a person subject to the restriction or direction of Council on the delegation and any further restrictions or directions from the person delegating the authority.
- 11. Any exercise of authority delegated pursuant to this by-law that requires a document is subject to the restriction that the document's form and content are acceptable to the Town's Legal Counsel.
- 12. The Chief Administrative Officer shall report to the Council all acts taken under the authority of this by-law at a Council meeting following the conclusion of the Emergency.

**Part 4: Interpretation**

13. The headings in this by-law are for convenience only and do not form part of this by-law.
14. If any part of this by-law is determined to be invalid by a court of competent jurisdiction, the invalid part is severed and the remainder continues to be valid.
15. Unless otherwise stated:
  - A) a reference to a statute or regulation refers to a statute or regulation of the Province of Ontario;
  - B) a reference to a statute, regulation or by-law refers to that enactment as it may be amended or replaced from time to time; and
  - C) a reference to a section, paragraph, clause or schedule is a reference to this by-law's section, paragraph, clause or schedule.

**Short Title**

16. This By-law may be referred to as the "Emergency Delegation By-law".

**Repeal**

17. That By-law No. 2020-28 is hereby repealed.

**Effect**

18. This by-law comes into force and effect upon passage.

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

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Gary McNamara, Mayor

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Laura Moy, Clerk



## UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
18/18	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 (Zoning)	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

# **The Corporation of the Town of Tecumseh**

## **By-Law Number 2020 - 34**

Being a by-law to confirm the proceedings of the April 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** 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 April 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 April 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, third time and finally passed this 14th day of April, 2020.

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Gary McNamara, Mayor

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Laura Moy, Clerk