

Regular Council Meeting Agenda

Date: Tuesday, October 27, 2020, 7:00 pm
Location: Electronic meeting - Closed to the Public

Pages

- A. Roll Call**
- B. Order**
- C. Report Out of Closed Meeting**
- D. Moment of Silence**
- E. National Anthem**
- F. Disclosure of Pecuniary Interest**
- G. Minutes**
 - 1. Regular Council Meeting - October 13, 2020 5 - 14
 - 2. Public Council Meeting - October 13, 2020 ZBA - Housekeeping
Amendment to Sandwich South Zoning By-law 15 - 19
- H. Supplementary Agenda Adoption**
- I. Delegations**
 - 1. Town of Tecumseh Business Improvement Area, Board of Management,
Candice Dennis, Chair; Paul Bistany, Treasurer; Joe Fratangeli and
Linda Proctor, Directors 20 - 20

Re: 2021 BIA Budget
- J. Communications - For Information**
 - 1. Loyalist Township dated October 9, 2020 21 - 22

Re: Funding for Community Groups and Service Club affected by
Pandemic
 - 2. Township of Blandford-Blenheim dated October 13, 2020 23 - 23

Re: Unlicensed and Unmonitored Cannabis Grow Operations

3.	Township of South-West Oxford dated October 22, 2020	24 - 24
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4.	County of Northumberland dated October 21, 2020	25 - 25
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5.	County of Northumberland dated October 21, 2020	26 - 26
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	Re: Unauthorized Car Rally held in Wasaga Beach	
7.	County of Northumberland dated October 21, 2020	28 - 28
	Re: Review of the Municipal Election Act	
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	This motion was brought forward by Councillor Andrew Dowie	
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S. Next Meeting

Tuesday, November 10, 2020

6:00 pm Public Council Meeting - Zoning By-law Amendment - Winds Holdings Inc. (Eleven Winds) 13375 Desro Drive

7:00 pm Regular Council Meeting

T. Adjournment

Regular Meeting of Council

Minutes

Date: Tuesday, October 13, 2020
Time: 7:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:

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

Also Present:

Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director 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

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

B. Order

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

C. Report Out of Closed Meeting

There was no closed meeting scheduled.

D. Moment of Silence

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

E. National Anthem

The national anthem is waived in light of the electronic holding of this meeting.

F. Disclosure of Pecuniary Interest

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

G. Minutes

1. September 22, 2020 - Regular Council Meeting

2. September 29, 2020 - Special Council Meeting - Draft New Official Plan

Motion: RCM - 290/20

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

That the September 22, 2020 minutes of the Regular Meeting of Council, and the minutes of the September 29, 2020 Special Meeting of Council as were duplicated and delivered to the members, **be adopted**.

Carried

H. Supplementary Agenda Adoption

There are no supplementary agenda items.

I. Delegations

There are no delegations.

J. Communications - For Information

1. Town of Amaranth dated September 21, 2020

Re: Support of Long Term Care Facility Inspection

2. Town of Amaranth dated September 21, 2020

Re: Support for COVID-19 Funding

3. Town of Amherstburg dated September 21, 2020

Re: Request for Consideration of Amendments to Bill 108 - The Ontario Heritage Act

4. Town of Amherstburg dated September 21, 2020

Re: AODA Website Compliance Extension Request

5. Enbridge Gas Inc. dated September dated September 22, 2020

Re: 2019 Earnings Sharing and Disposition of Deferral & Variance Account Balances - Notice of Application

6. Township of Muskoka Lakes dated September 23, 2020

Re: Amend Section 12 of the Municipal Property Assessment Corporation Act 1997

7. Steve Clark, Minister of Municipal Affairs and Housing dated September 18, 2020

Re: Parkland Dedication, Development Charges and the Community Benefits Charges Authority

8. City of Windsor dated September 29, 2020

Re: Master Servicing Plan Public Information Centre

9. Town of Wasaga Beach dated October 1, 2020

Re: Unauthorized Car Rally

10. Ministry of Municipal Affairs and Housing dated October 1, 2020

Re: Safe Restart Agreement - Municipal Operating Funding (Phase 2)

11. Ministry of Solicitor General - Office of the Fire Marshal dated October 6, 2020

Re: Communique 2020-18 Staffing Levels and Firefighter Safety

12. Township of Asphodel Norwood dated October 7, 2020

Re: Cannabis Production

13. City of St. Catherines dated October 7, 2020

Re: Development Approval Requirements for Landfills - Bill 197

In a response to Communications item 8 from the City of Windsor regarding the Public Information Centre on the Master Servicing Plan, the Director Public Works & Environmental Services indicates that the Town will be engaged in this process to ensure municipal interests are protected.

Motion: RCM - 291/20

Moved by Councillor Tania Jobin

Seconded by Councillor Rick Tonial

That Communications - For Information 1 through 13 as listed on the Tuesday, October 13, 2020 Regular Council Agenda, **be received**.

Carried

K. Communications - Action Required

1. Honourable Sylvia Jones, Solicitor General, Minister Responsible for Anti-Racism dated October 2, 2020

That the October 2, 2020 letter from the Honourable Sylvia Jones, Solicitor General, regarding anti-racism initiatives of the Ministry of the Solicitor General and the Anti-Racism Directorate, **be referred** to the Tecumseh Police Services Board.

Motion: RCM - 292/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

That the October 2, 2020 letter from the Honourable Sylvia Jones, Solicitor General, regarding anti-racism initiatives of the Ministry of the Solicitor General and the Anti-Racism Directorate, **be referred** to the Tecumseh Police Services Board.

Carried

L. Committee Minutes

1. Policies and Priorities Committee - September 22, 2020

Motion: RCM - 293/20

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That the September 22, 2020 minutes of the Policies and Priorities Committee Meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

2. Town of Tecumseh Business Improvement Area - September 9, 2020

A Member announced that the BIA's Annual General meeting is being held on Wednesday October 14, 2020 and encourages businesses owners to watch the virtual meeting. More information can be found at the BIA's website.

Motion: RCM - 294/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

That the September 9, 2020 minutes of the Town of Tecumseh Business Improvement Area meeting, as were duplicated and delivered to the members, **be adopted**.

Carried

M. Reports

1. Corporate Services & Clerk

a. CS-2020-30 Cat Intake Program Renewal Agreement

Motion: RCM - 295/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Tania Jobin

That The Corporation of the Town of Tecumseh **renew** the Agreement with the Windsor Essex County Humane Society for the provision of cat intake services, at a cost to the Town of \$25 for each cat;

And that the Clerk **be authorized** to execute the renewal Agreement between the Town and WECHS, for a further one-year term commencing January 1, 2021, and concluding December 31, 2021.

Carried

b. CS-2020-31 Lakeshore-Tecumseh Inter-Municipal Committee Terms of Reference

Motion: RCM - 296/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Brian Houston

That CS-2020-31 Report entitled "Lakeshore-Tecumseh Inter-Municipal Committee Terms of Reference" **be received**;

And that the Lakeshore-Tecumseh Inter-Municipal Committee Terms of Reference attached as Appendix "A" to report CS-2020-31 **be approved**;

And further that Councillors Tania Jobin and Brian Houston be appointed to the Lakeshore-Tecumseh Inter-Municipal Committee;

And furthermore that the Town of Lakeshore **be notified** of the Tecumseh members' appointments to the Committee;

And further moreover that the Clerk **be authorized** to coordinate a meeting of the Committee with the Clerk for the Town of Lakeshore.

Carried

2. Parks & Recreation Services

a. PRS-2020-13 Cancellation of Christmas in Tecumseh Activities

A suggestion is made for an online interactive opportunity for children with Santa Clause.

Motion: RCM - 297/20

Moved by Councillor Tania Jobin

Seconded by Councillor Brian Houston

That Report PRS-2020-13 with respect to the cancellation of Christmas in Tecumseh Activities **be received**;

And that as a result of the ongoing restrictions to public gatherings due to the COVID-19 pandemic that the 2020 Christmas in Tecumseh and Santa Parade event **be cancelled**.

Carried

3. Planning & Building Services

a. PBS-2020-34 D19 DESRO, Zoning By-law Amendment, 13375 Desro Drive

Motion: RCM - 298/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That the scheduling of a public meeting in accordance with the *Planning Act*, for the application submitted by Winds Holdings Inc. (Eleven Winds) to amend Sandwich South Zoning By-law 85-18 by rezoning a 0.22 hectare (0.54 acre) property situated on the south side of Desro Drive, approximately 100 metres (328 feet) east of its intersection with Sylvestre Drive (13375 Desro Drive), from "Industrial Zone (M1-10)" to a site-specific "Industrial Zone (M1-26)" in order to permit the addition of general or business offices and professional offices and establish site-specific parking requirements, **be authorized**.

Carried

4. Public Works & Environmental Services

a. PWES-2020-08 Amendments to the MMS and Significant Weather Event Policy

Motion: RCM - 299/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

That Report PWES-2020-08 regarding the Amendments to the Minimum Maintenance Standards for Municipal Highways, O.Reg. 239/02, and Significant Weather Event Policy **be received**;

And that the Significant Weather Event Policy, as appended to Report PWES-2020-08, **be approved**.

Carried

N. By-Laws

There are no By-laws presented to Council.

O. Unfinished Business

1. October 13, 2020

The Members receive the Unfinished Business listing for Tuesday, October 13, 2020.

P. New Business

Excessive Speeding

A Member raised concerns on excessive speeding at the intersection of Hayes and Fairway, and requests a stronger police presence for enforcement. Additional information will be provided to Administration to follow up.

Municipal Tree Cutting Policy

The Mayor requests Administration to bring forward a municipal tree cutting policy and communicate it to residents. The Director Parks & Recreation Services explains that there is a current policy and updates are being drafted for maintenance, removal, planting of trees and to incorporate the new legislated requirements on protecting the municipal tree canopy. The scope of the current Tree Trimming policy is explained and it is noted that healthy trees are not to be removed.

Q. Motions

1. County Road 34 Speed Reduction and School Zone

This motion was brought forward by Deputy Mayor Joe Bachetti.

Motion: RCM - 300/20

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Brian Houston

Whereas County Road 34 in the Town of Tecumseh (from Highway #3 to County Road 19 (Manning Road)) is bounded by a variety of urban uses comprising of residential, commercial and institutional which includes St. Mary's Parish, St. Mary's Park and St. Mary's French Immersion Catholic Elementary School;

And Whereas there are approximately 75 properties with direct access onto County Road 34;

And Whereas this segment of County Road 34 falls completely within the Maidstone Hamlet which is a designated Settlement Area within the Town of Tecumseh's Official Plan and the County of Essex Official Plan;

And Whereas the speed limit on this segment of County Road 34 is 60km/hr;

And Whereas there are limited pedestrian facilities on County Road 34 which creates a conflict between pedestrians walking on the shoulder of the road and motor vehicles travelling at higher rates of speed;

And Whereas the County has deemed that public safety is of special concern and has previously designated County Road 34 from the east limit of Malden Road easterly 500 metres a Community Safety Zone, as contained in the County of Essex By-Law 26-2002 (being a by-law to regulate traffic and parking on highways within the Essex County road system);

And Whereas Section 5.3(a)(ii) of County of Essex By-Law 26-2002 states that *'the rate of speed shall be 50km/hr on a Highway within a built-up area, unless otherwise posted with an authorized Sign'*;

And Whereas Section 4.13 of Procedure No. ECH-R06-12 (Traffic, Speed Limits) from the Essex County Highways Best Management Practice Manual states *"sections of County Roads that are within a city, town, village, police village, or a built-up area, will have a posted speed limits of 50km/hr unless otherwise posted"*;

And Whereas Section 128(1)(a) of the *Highway Traffic Act* states *"(1) No person shall drive a motor vehicle at a rate of speed greater than (a) 50 kilometers per hour on a highway within a local municipality or within a built up area;"*;

And Whereas Section 128(2) of the *Highway Traffic Act* states *"(2) the council of a municipality may, for motor vehicles driven on a highway or portion of a highway under its jurisdiction, by by-law prescribe a rate of speed different from the rate set out in subsection (1) that is not greater than 100 kilometers per hour and may prescribe different rates of speed for different times of day."*;

And Whereas Section 4.1.1 of Procedure No. ECH-R06-11 (Traffic, School Zone Designation) from the Essex County Highways Best Management Practice Manual states *"County Council may, by by-law, designate a portion of a County Road as a School Zone..."*;

And Whereas Section 4.1.2 of Procedure No. ECH-R06-11 (Traffic, School Zone Designation) from the Essex County Highways Best Management Practice Manual states *"County Council may prescribe a rate of speed that is 10 to 20 km/h below the rate of speed already prescribed, to a minimum of 40 km/h."*;

And Whereas Section 128(5)(a) of the *Highway Traffic Act* states “(5) *The council of a municipality may by by-law, (a) designate a portion of a highway under its jurisdiction that adjoins the entrance to or exit from a school and that is within 150 metres along the highway in either direction beyond the limits of the land used for the purposes of the school*”;

Now Therefore Be It Hereby Resolved:

That the County of Essex be requested to amend the speed limit on County Road 34 from 60 km/hr to 50 km/hr, from Highway #3 to County Road 19 (Manning Road) within the Maidstone Hamlet Settlement Area;

And that the County of Essex be requested to designate a School Zone with a speed limit of 40 km/hr on County Road 34 for the St. Mary's French Immersion Catholic Elementary School in accordance with Procedure No. ECH-R06-11 (Traffic, School Zone Designation) from the Essex County Highways Best Management Practice Manual;

And that this Motion and Background be sent to the Clerk for the County of Essex requesting they be placed on the next regular meeting of County Council's Agenda for consideration.

Carried

2. Confirmatory by-law

a. By-Law 2020-64

Being a by-law to confirm the proceedings of the October 13, 2020 regular meeting of the Council of The Corporation of the Town of Tecumseh.

Motion: RCM - 301/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Brian Houston

That By-Law 2020- being a by-law to confirm the proceedings of the Tuesday, October 13, 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

S. Next Meeting

Tuesday, October 27, 2020

4:00 pm Personnel Committee

6:00 pm Special Council Meeting - Joint Community Safety and Well Being Plan Update

7:00 pm Regular Meeting of Council

T. Adjournment

Motion: RCM - 302/20

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That there being no further business, the Tuesday, October 13, 2020 meeting of the Regular Council **be adjourned** at 7:46 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, October 13, 2020
Time: 5:00 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

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

Also Present: Chief Administrative Officer, Margaret Misek-Evans
Director Parks & Recreation Services, Paul Anthony
Director Public Works & Environmental Services, Phil Bartnik
Director 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 Planning Services, Chad Jeffery
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

B. Call to Order

The Mayor calls the meeting to order at 5:00 pm.

C. Disclosure of Pecuniary Interest

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

D. Introduction and Purpose of Meeting

The purpose of the meeting is to hear public comment on a proposed Housekeeping Zoning By-law Amendment to the Sandwich South Zoning By-law 85-18 pursuant to the provisions of the *Planning Act, R.S.O. 1990*.

Currently, there are three separate settlement areas in the Town's Official Plan pertaining to lands within the former Sandwich South area, that collectively,

identify areas where long-term urban uses are to be established. Within each of these three settlement areas, future development lands are either within a Hamlet Development Designation (requiring further study and Official Plan amendments to determine and identify the ultimate preferred urban land uses) or a specific urban land use designation (such as the Maidstone Hamlet Residential designation).

The purpose of the housekeeping amendment would have the effect of changing the zoning on these lands to a site-specific “Agricultural Zone (A)” that would permit all of the uses in the “Agricultural Zone (A)” with the exception of livestock intensive agricultural uses and greenhouses. In addition, it will continue to prohibit mushroom farms.

E. Delegations

The Director Planning & Building Services highlights the planning report PBS-2020-24 Housekeeping Amendment to limit Permitted uses on Agricultural zoned lands in Hamlet Development Designation, as listed on the Agenda.

1. Judy Robson dated August 24, 2020

Re: Response to Proposed Housekeeping Amendment to Sandwich South Zoning By-law 85-18

Judy Robson, a resident of Oldcastle who owns lands that are designated Hamlet Development in the Official Plan. She supports the restrictive amendments to the Agriculture zone that ensure the conflict between urban and agricultural land uses is minimized as development proceeds in Oldcastle. She agrees with the intent of the housekeeping amendment to regulate intensive agricultural operations and new farming developments with significant investments that may have a long-term impact and potentially delay the conversion from agriculture to urban land uses.

Ms. Robson disagrees with restricting greenhouses entirely, as defined in the by-law, as it may interfere with some existing agricultural uses that provide economic benefit to farmers. She raised concern regarding the greenhouse construction on Highway 3.

The Mayor asks the delegation to keep her comments on the proposed zoning by-law amendments and not on an approved building permit.

2. Peter Angermann, Resident

Peter Angermann resides in the Maidstone Hamlet and requests clarification of greenhouses for cannabis production and intensive agricultural uses. The Director Planning & Building Services provides clarification on these terms and the type of uses proposed to be prohibited. The Director explains the planning documents that guide zoning by-law amendments regarding a range of land use and development decisions. He clarifies that the proposed amendments to the

zoning by-law would prohibit greenhouses on agricultural zoned land in the Hamlet areas.

3. Mary and Joe Ondic, Residents

Mary and Joe Ondic send their regrets in not participating in this meeting.

4. Perry Burford, Resident

Mr. Burford explains his concerns with the odor of cannabis production in greenhouses. The Mayor asks that his remarks be kept to the proposed zoning by-law amendment.

Mr. Burford indicates his major issue is that the proposed by-law amendments do not mention the word cannibas.

5. Susanne Rau, Resident

Ms. Susanne Rau expresses her concerns with the cannabis greenhouse currently being constructed on Highway 3 and the lack of public consultation on this development. The Mayor asks the delegation to keep her comments specific to the draft zoning by-law amendment which is outlined in the PBS-2020-24 report on the agenda.

6. Celeste O'Neil, Resident

This delegation left the meeting and did not provide comment to Council.

7. Josette Eugeni, Resident

Ms. Eugeni sends her regrets and is not attending the meeting as a delegation.

The Mayor opens the floor for any further questions. There are no further questions raised from the delegations.

A Member inquires on the proposed zoning by-law amendments regarding their restrictions and application. Specifically, it is requested that Ms. Robson clarify the farming practices that use technology similar to greenhouses.

Ms. Robson explains that the goal is to have more residential properties in the Oldcastle to provide a balanced, healthy, sustainable community. She notes that she owns one of the largest remaining properties of agricultural lands in Oldcastle, and states that the by-law amendment simply indicating no greenhouses is too restrictive. Ms. Robson comments that the definition of greenhouse in the Sandwich South Zoning By-law does not go into detail, but it does define a greenhouse as any plastic structure on land. She explains that some farmers in the spring use plastic cover on seedlings to assist and protect with crop development, creating a greenhouse like affect. Ms. Robson further states that there is no flexibility in the proposed greenhouse prohibition for a personal use garden

greenhouse. She would like the by-law to establish dimensions for acceptable greenhouse uses.

The Director clarifies existing zoning by-law regulations and that a greenhouse is currently permitted under the existing Agricultural zone regulations. He further speaks to the Official Plan regarding the Hamlet Development. He notes that Administration will bring back a report to Council including a review of the concept of small scale greenhouses for personal use and farming practices involving plastic coverings on crops as it is not the intent of the proposed zoning by-law amendment to prevent traditional farming practices.

The Mayor requests that any delegations submit their written notes to the Clerk's office to be filed.

In response to an inquiry on greenhouses as a permitted use, the Director indicated that the proposed amendment is to prohibit a greenhouse to be constructed on agricultural zoned lands.

A Member suggests to quantify the term intensive agriculture use so that everyone understands the limits and constraints associated. The Director explains the term as it relates to livestock operations and how it relates to other legislation and regulations imposed by the Ministry of Agriculture, Food, and Rural Affairs.

F. Communications

1. Notice of Public Meeting
2. Tricia Mactier dated September 2, 2020
3. Felina Salas dated September 2, 2020
4. Carrie Deehan dated September 2, 2020
5. Perry Burford dated September 3, 2020
6. Jo-Ann Burford dated September 3, 2020
7. Larry and Susanne Rau dated September 2, 2020
8. Carl White dated September 2, 2020
9. John and Mara Conrad dated September 2, 2020
10. Mary Jobin dated September 2, 2020
11. Marlene Dupuis dated September 2, 2020
12. Andrew Sykes dated September 2, 2020
13. Andy and Rossana Colasanti dated September 8, 2020

The Mayor indicated to the viewing audience that written submissions can still be submitted to the Clerk's office.

Motion: PCM - 18/20

Moved By Councillor Rick Tonial

Seconded By Councillor Brian Houston

That Communications - For Information 1 through 13 as listed on the Tuesday, October 13, 2020 Public Council Meeting Agenda, **be received**.

Carried

G. Reports

1. PBS-2020-24 Housekeeping Amendment to limit Permitted uses on Agricultural zoned lands in Hamlet Development Designation

The Mayor explains that the delegations at this meeting will be notified when the final report on this matter will be presented to Council.

Motion: PCM - 19/20

Moved By Councillor Andrew Dowie

Seconded By Deputy Mayor Joe Bachetti

That Report PBS-2020-24 Housekeeping Amendment to limit Permitted uses on Agricultural zoned lands in Hamlet Development Designation, **be received**.

Carried

H. Adjournment

Motion: PCM - 20/20

Moved By Councillor Bill Altenhof

Seconded By Councillor Rick Tonial

That there being no further business, the Tuesday, October 13, 2020 meeting of the Public Council Meeting **be adjourned** at 6:06 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

2021 BIA BUDGET

	as of Dec 23, 2019		as of Oct 15, 2020				
	Budget 2019	Actuals 2019	Budget 2020	Actuals 2020	Budget 2021	Budget 2022	Budget 2023
Account							
	REVENUE						
40100 Levy *	\$ 117,000	\$ 117,000	\$ 132,000	\$ 99,000	\$ 132,000	\$ 132,000	\$ 132,000
Levy Adjustments	\$ 2,000	\$ 4,893	\$ 1,500		\$ 1,500	\$ 1,500	\$ 1,500
40160 BIA Associate Memberships		\$ 332	\$ 500	\$ 125	\$ 500	\$ 500	\$ 500
10500 Transfer from Reserve **	\$ -		\$ -		\$ 24,050	\$ 2,800	\$ 4,175
41000 & 41500 Events & Sponsor Revenue	\$ 14,500	\$ 6,991	\$ 7,600		\$ 7,600	\$ 7,600	\$ 7,600
49200 Misc. Revenue	\$ -	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ -
49100 Interest Revenue	\$ 1,900	\$ 3,467	\$ 1,900	\$ 1,569	\$ 1,900	\$ 1,900	\$ 1,900
TOTAL	\$ 135,400	\$ 132,761	\$ 143,500	\$ 100,694	\$ 167,550	\$ 146,300	\$ 147,675
	EXPENSE ALLOCATIONS						
	ADMINISTRATION						
50350 Permits/Licenses	\$ 1,200	\$ 45	\$ 100		\$ 100	\$ 100	\$ 100
55100 Accounting & Legal Fees	\$ 830	\$ 2,540	\$ 5,800	\$ 9,738	\$ 10,900	\$ 10,900	\$ 10,900
56000 Bank Charges	\$ 30	\$ 3	\$ -	\$ 1,199	\$ 3,250	\$ 1,050	\$ 1,050
56500 Insurance (Town Contract with HUB)				\$ 193	\$ 200	\$ 200	\$ 200
56500 Insurance Claims							
54900 Clothing Expense (Board & Volunteers)	\$ 500		\$ 500		\$ 300	\$ 300	\$ 300
56320 Meals & Entertainment	\$ 500	\$ 853	\$ 1,000	\$ 272	\$ 1,000	\$ 1,100	\$ 1,200
58500 Education/Seminars/Conferences	\$ 1,500	\$ 779	\$ 1,700		\$ 1,700	\$ 1,700	\$ 1,700
56600 Memberships/Associations	\$ 500	\$ 225	\$ 250	\$ 229	\$ 250	\$ 250	\$ 250
58200 Office Lease/Rent		\$ 4,425	\$ 12,000	\$ 8,105	\$ 12,000	\$ 13,200	\$ 13,200
56700 Office & Misc Expense	\$ 1,800	\$ 5,402	\$ 2,850	\$ 1,784	\$ 1,800	\$ 1,800	\$ 1,900
56850 Freight & Courier Fees	\$ 200	\$ 305	\$ 200	\$ 154	\$ 200	\$ 200	\$ 200
56750 Software & Computer Expense (Subscriptions)	\$ 400	\$ 324	\$ 3,500	\$ 1,551	\$ 2,000	\$ 2,000	\$ 2,000
57000 Repairs & Maintenance				\$ 1,582	\$ 1,350	\$ 1,350	\$ 1,350
58400 Telephone & Internet Expense	\$ 1,000	\$ 1,160	\$ 2,100	\$ 1,632	\$ 1,700	\$ 1,700	\$ 1,700
58440 Website & Storage Expense	\$ 500	\$ 252	\$ 300	\$ 216	\$ 300	\$ 325	\$ 325
58600 Travel	\$ 1,600	\$ 1,146	\$ 1,800	\$ -	\$ 1,800	\$ 1,900	\$ 1,900
58650 Mileage Expense - Employee	\$ 300	\$ 315	\$ 300	\$ 240	\$ 300	\$ 325	\$ 350
54100 Wages & Salaries	\$ 51,580	\$ 40,420	\$ 48,250	\$ 31,984	\$ 40,000	\$ 41,000	\$ 42,000
54500 EI Expense	\$ 875	\$ 859	\$ 700	\$ 708	\$ 800	\$ 900	\$ 950
54550 CPP Expense	\$ 2,550	\$ 1,704	\$ 1,600	\$ 1,507	\$ 1,700	\$ 1,800	\$ 1,900
Sub Total	\$ 62,910	\$ 58,691	\$ 83,450	\$ 58,120	\$ 82,150	\$ 80,000	\$ 81,375
	ADVERTISING & MARKETING						
55500 Advertising & Marketing	\$ 14,300	\$ 12,359	\$ 15,200	\$ 7,024	\$ 12,800	\$ 13,800	\$ 13,800
55620 Sponsorships & Donations	\$ 3,500	\$ 3,000	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ 3,500
55640 Promotional Photography		\$ 95	\$ 100		\$ 100	\$ 150	\$ 150
55690 Tecumseh Dollar Expense (Discount&Donated)	\$ 8,000	\$ 9,851	\$ 14,000	\$ 22,190	\$ 35,000	\$ 25,000	\$ 25,000
58300 Meet & Greet - Guest Speakers	\$ -		\$ -		\$ -	\$ -	\$ -
Sub Total	\$ 25,800	\$ 25,210	\$ 32,700	\$ 29,215	\$ 51,400	\$ 42,300	\$ 42,300
	BEAUTIFICATION & EVENTS						
59000 Beautification & Events	\$ 27,300	\$ 28,899	\$ 35,500	\$ 2,874	\$ 34,000	\$ 24,000	\$ 24,000
Sub Total	\$ 27,300	\$ 28,899	\$ 35,500	\$ 2,874	\$ 34,000	\$ 24,000	\$ 24,000
EXPENDITURES TOTAL	\$ 116,010	\$ 112,800	\$ 151,650	\$ 90,209	\$ 167,550	\$ 146,300	\$ 147,675
YEAR END SURPLUS / DEFICIT	\$ 19,390	\$ 19,961	\$ (8,150)	\$ 10,486	\$ -	\$ -	\$ -
Transfer from/(to) Operating Reserve	\$ 19,390	\$ 19,961	\$ (8,150)		\$ -	\$ -	\$ -
Actual BIA Operating Reserve	\$ 34,326	\$ 60,074		\$ 85,766	\$ 61,716	\$ 58,916	\$ 54,741
Transfer (from)/to Special Project Reserve***	\$ 7,326	\$ 33,074	\$ (33,000)	\$ 52,766	\$ 28,716	\$ 25,916	\$ 21,741
Actual BIA Special Project Reserve Account	\$ 68,065	\$ 35,174	\$ -	\$ 35,554	\$ -	\$ -	\$ -
Year End BIA Special Project Reserve Account	\$ 75,391	\$ 68,248	\$ (33,000)	\$ 88,320	\$ 28,716	\$ 25,916	\$ 21,741
Year End Total BIA Operating Reserve Account	\$ 29,250	\$ 29,250	\$ 33,000	\$ 24,750	\$ 33,000	\$ 33,000	\$ 33,000

*NOTE: Levy - No increase in 2021.

**NOTE: Transfer of Reserve - Goal is to maintain a reserve of 25% of levy (\$33,000) for operating expenses every 1st QTR.

***NOTE: Reserve Account is to hold surplus of funds that are earmarked for BIA Special Project(s): Streetscaping & Beautification CIP projects

TOTBIA Budget

Board prepare first draft

19-Aug-2020

Proposed Budget forwarded to membership

30-Sep-2020

Reviewed and discussed at AGM by members and Board:

14-Oct-2020

Submitted to Town Council for approval at RCM

19-Oct-2020

Approved by Council:

October 9, 2020

The Right Honourable Justin Trudeau
Prime Minister of Canada
Email: justin.trudeau@parl.gc.ca

The Honourable Doug Ford
Premier of Ontario
Email: premier@ontario.ca

Re: Funding for community groups and service clubs affected by pandemic

Please be advised that at the Regular Meeting of Council on September 28, 2020, the Council of Loyalist Township passed the following resolution:

Resolution No. 2020.35.16

Moved by: Deputy Mayor Hegadorn

Seconded by: Councillor Porter

“Whereas, the world health organization characterized covid-19 as a pandemic on March 11, 2020

And whereas, travel restrictions were put in place March 21st, 2020 with emergency orders being established under the quarantine act

And whereas, the province of Ontario entered a state of emergency on March 17, 2020

And whereas Loyalist Township declared a state of emergency on March 26, 2020

And whereas the Kingston, Frontenac, Lennox and Addington Public Health Unit have enacted orders under Section 22 of the Ontario Health Protection and Promotion Act, 1990

And whereas the above noted state of emergencies and orders restricted the ability for charities, community groups and service clubs to raise or acquire funds through conventional methods

And whereas these charities, community groups and service clubs provide vital resources and support critical to community members

And whereas these charities, community groups and service clubs' partner with municipal governments reducing the financial pressures on the government while enhancing the lives of residents

Therefore be it resolved that Loyalist Township council requests confirmation from the governments of Ontario and Canada that funding will be available for these local smaller charities, community groups and service clubs.

AND FURTHER THAT a copy of this resolution be circulated to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; MP Derek Sloan, Hastings - Lennox and Addington ; the Honourable Daryl Kramp, MPP Hasting-Lennox and Addington; the Association of Municipalities Ontario; Rural Ontario Municipalities Association and all Municipalities within the Province of Ontario".

Regards,

A handwritten signature in cursive script that reads "B Teeple".

Brandi Teeple
Deputy Clerk
Loyalist Township

cc. MP Derek Sloan- Hastings-Lennox and Addington
MPP Daryl Kramp- Hastings- Lennox and Addington
Association of Municipalities Ontario
Rural Ontario Municipalities Association
All Ontario Municipalities



Township of Blandford-Blenheim

47 Wilmot Street South
Drumbo, Ontario N0J 1G0

Phone: 519-463-5347
Fax: 519-463-5881
Web: www.blandfordblenheim.ca

October 13, 2020

Emailed to the Federal Minister of Health, Federal Minister of Justice and Attorney General, Federal Minister of Public Safety and Emergency Preparedness, Oxford MP, Oxford MPP, the Association of Municipalities of Ontario and all municipalities in Ontario.

Re: Unlicensed and unmonitored cannabis grow operations

Please be advised that at the Regular Meeting of Council on October 7th, 2020, the Council of the Township of Blandford-Blenheim passed the following resolution:

Resolution Number: 2020-14

Moved by: Councillor Nancy Demarest

Seconded by: Councill Bruce Banbury

“That Whereas unlicensed and unmonitored cannabis grow operations have increasingly become a problem in communities in Ontario as well as across the Country; and,

Whereas these operations are allowed to establish with little or no consultation with the local community and municipalities are often only made aware of their existence after conflicts arise with neighboring land owners; and,

Whereas loopholes in existing Federal legislation allow these large scale grow op’s to establish and operate without any of the regulations or protocols that licensed and monitored operations need to adhere to,

BE IT RESOLVED that the Council of the Township of Blandford-Blenheim urges the Federal Government to amend the legislation under which these facilities operate to ensure the safety and rights of the local communities in which they are situated are respected; and,

That this resolution be forwarded to the Federal Minister of Health, Federal Minister of Justice and Attorney General, Federal Minister of Public Safety and Emergency Preparedness, Oxford MP, Oxford MPP, the Association of Municipalities of Ontario and all municipalities in Ontario.”

Regards,

Sarah Matheson
Deputy Clerk
Township of Blandford-Blenheim

October 22nd, 2020

The Right Honourable Rod Phillips
Minister of Finance
Frost Bldg S 7th Floor
7 Queen's Park Cres, Toronto M7A 1Y7

Dear Mr. Phillips:

Re: Assessing Aggregate Resource Properties

This letter will confirm support of the Council of the Township of South-West Oxford of County of Wellington Resolution dated September 24th, 2020 from the Administration, Finance and Human Resources Committee including that:

That South-West Oxford Council does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and

That South-West Oxford Council believes there is a need to review the current assessment scheme for aggregate resource properties to address the inequity of property values; and

That South-West Oxford Council hereby calls upon the Province to work with the Municipal Property Assessment Corporation to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and

That South-West Oxford Council direct the Clerk to provide a copy of this motion to the Ministers of Finance; Municipal Affairs and Housing; and Natural Resources and Forestry; and to AMO, ROMA, and all Ontario municipalities and local MPP(s).

Yours truly,

A blue ink signature of Julie Forth, Clerk of the Township of South-West Oxford.

Julie Forth, Clerk
Township of South-West Oxford

cc. Ministry of Municipal Affairs and Housing;
Ministry of Natural Resources and Forestry;
Association of Municipalities of Ontario;
Rural Ontario Municipal Association;
all Ontario municipalities;
MPP Ernie Hardeman

Resolution



Moved By _____

Agenda
Item 8b

Resolution No.
2020-10-21-322

Last Name Printed Martin

Seconded By _____

Council Date: October 21, 2020

Last Name Printed Ostander

"Now Therefore Be It Resolved That Northumberland County Council provide support for the resolution adopted by Wellington County regarding Aggregate Resource Property Valuation including that;

- Northumberland County does not consider the revised criteria for assessment of aggregate resource properties as a fair method of valuation for these properties; and
- Northumberland County believes there is a need to review the current assessment process for aggregate resource properties to address the inequity of property values; and
- Northumberland County calls upon the Province to work with the Municipal Property Assessment Corporation (MPAC) to address the assessment issue so that aggregate resource properties are assessed for their industrial value; and

Further Be It Resolved That Council provides a copy of this resolution to the Minister of Finance, the Minister of Municipal Affairs and Housing; the Minister of Natural Resources and Forestry; MPP David Piccini (Northumberland Peterborough South), the Association of Municipalities of Ontario (AMO), and the Rural Ontario Municipal Association (ROMA), all Ontario municipalities."

Recorded Vote
Requested by _____
Councillor's Name

Carried


Warden's Signature

Deferred _____
Warden's Signature

Defeated _____
Warden's Signature

Resolution



Moved By _____

Agenda
Item 8a

Resolution No.
2020-10-21-321

Last Name Printed Cane

Seconded By _____

Council Date: October 21, 2020

Last Name Printed Henderson

"Now Therefore Be It Resolved That Northumberland County Council provide support for the resolution adopted by the Township of Asphodel Norwood regarding their request that:

- a governing body be created to regulate cannabis production; and
- the governing body take a unified approach be taken to land use planning restrictions; and
- the governing body enforce the regulations under the Cannabis Act on behalf of the licencing agency and ensures local authorities are in fact provided with notification of any licence issuance, amendment, suspension, reinstatement, or revocation within their region; and
- the governing body communicates more readily with local governments; and
- the governing body provides local government with more support; and

Further Be It Resolved That Northumberland Council forward this resolution to all municipalities in Ontario, MP Philip Lawrence and MPP David Piccini (Northumberland-Peterborough South), the Minister of Agriculture, Food and Rural Affairs, requesting that legislation be enacted to support local governments with cannabis land use management and enforcement issues."

Recorded Vote
Requested by _____

Councillor's Name

Carried


Warden's Signature

Deferred _____

Warden's Signature

Defeated

Warden's Signature

Resolution



Northumberland
County

Moved By _____

Agenda
Item 8c

Resolution No.
2020-10-21-323

Last Name Printed Martin

Seconded By _____


Council Date: October 21, 2020

Last Name Printed Crate

"Now Therefore Be It Resolved That Northumberland County Council provide support for a letter that the Mayor of the Town of Wasaga Beach sent to the Honourable Premier Doug Ford, regarding her concerns about an unauthorized car rally that was recently held in Wasaga Beach; and

Further Be It Resolved That a copy of this resolution be sent to Premier Ford, the Ministry of the Solicitor General, the Ministry of the Attorney General, MPP David Piccini (Northumberland Peterborough-South), the local OPP Detachment Commander, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities."

Recorded Vote
Requested by _____
Councillor's Name

Carried 
Warden's Signature

Deferred _____
Warden's Signature

Defeated _____
Warden's Signature

Resolution



Northumberland
County

Moved By _____

Agenda
Item 8d

Resolution No.
2020-10-21-324

Last Name Printed Martin

Seconded By _____

Council Date: October 21, 2020

Last Name Printed Came

"Now Therefore Be It Resolved That Northumberland County Council provide support for the resolution adopted by Wollaston Township regarding requesting a review of the Municipal Election Act to with a view to making amendments that allows for reporting of election fraud and ensuring that legislation can be enforced; and

Further Be It Resolved That a copy of this resolution be forwarded to the Honourable Premier Doug Ford, the Minister of Municipal Affairs and Housing, MPP David Piccini (Northumberland Peterborough-South), all Ontario municipalities and the Association of Municipalities of Ontario (AMO)."

Recorded Vote
Requested by _____
Councillor's Name

Carried

Warden's Signature

Deferred _____
Warden's Signature

Defeated _____
Warden's Signature



The Corporation of the Town of Tecumseh
Gary McNamara
Mayor
1562 Carmelita Court
Tecumseh, ON N8N 0E3

Dear Mayor McNamara,

I am pleased to inform you of the approval in principle of the Town of Tecumseh Climate Change and Flooding Resiliency Project (the Project). This approval is given following the successful review of your Project under the terms and conditions of the Disaster Mitigation and Adaptation Fund (DMAF).

Under the DMAF, the cost sharing of eligible project costs is determined based on asset ownership. Federal funding of the Project from the DMAF will be up to 40 percent of the total eligible project costs, to a maximum federal contribution of \$10,700,000 under this program. Federal funding from all sources cannot exceed 40 percent of the Project's total eligible costs.

With this approval in principle, eligible costs as determined under the terms and conditions of the DMAF and incurred as of the date of this letter will be eligible for federal reimbursement subject to the timely execution of a contribution agreement. If a contribution agreement is not signed, the Government of Canada will not reimburse any costs incurred. Once signed, the contribution agreement represents the final federal approval of the Project.

As we move to the contribution agreement stage, the following conditions will also apply:

- Expenditures incurred prior to the date of this letter, as well as any and all expenditures related to contracts signed prior to the date of this letter, are ineligible for reimbursement with the exception of costs incurred to complete the greenhouse gas mitigation assessment which are eligible for a period of up to

...2

Canada

twelve months prior to the project approval in principle date;

- The Corporation of the Town of Tecumseh will satisfy the Government of Canada with respect to the competitive and transparent tendering process to be established;
- Regardless of the outcome of any of the project tendering processes, all ineligible costs, cost increases or overruns, and any costs related to the ongoing operation and maintenance of the Project, will be the responsibility of the Corporation of the Town of Tecumseh;
- The Corporation of the Town of Tecumseh agrees to work with Infrastructure Canada to jointly communicate Canada's funding commitment as soon as possible and to invite Canada to participate in future media announcements or events related to the project's progress and, where appropriate, to produce and erect temporary signage at each of the project sites acknowledging the federal government's contribution to the Project in accordance with the signage guidelines to be provided by the Government of Canada;
- Prior to signing a contribution agreement, the Corporation of the Town of Tecumseh will provide the Government of Canada with evidence that all project funding, other than the federal contribution, has been secured;
- The Corporation of the Town of Tecumseh and the Government of Canada will work to complete the negotiation of a contribution agreement in a timely manner and to this end the Corporation of the Town of Tecumseh will provide cash flows by fiscal year for all project components, a clear indication of how the Project will contribute to one or more of the program outcomes and benefits as well as the indicators that will be used to report on the outcomes and benefits at the Project's substantial completion;
- Please note that approval of the Project is conditional upon Canada being satisfied that the responsibility of the federal authority and/or responsible authority under the *Impact Assessment Act* or other applicable legislation in force are met and continue to be met. Infrastructure Canada officials are determining if the *Impact Assessment Act* applies to the Project. A letter specifying requirements will follow the analysis. All related requirements will need to be met, prior to the start of construction;
- Canada's funding for the project is also conditional upon Canada being satisfied that its obligations are met, with respect to the legal duty to consult, and, if applicable, accommodate Indigenous groups. Infrastructure Canada officials are determining if the Government of Canada has a duty to consult and/or accommodate Indigenous groups for the Project under section 35 of the *Constitution Act*, 1982. A letter specifying requirements will follow. The

...3

Corporation of the Town of Tecumseh will ensure that site preparation work and construction of the Project does not begin prior to confirmation by Infrastructure Canada that these requirements have been met. In the interim, it is recommended that the Corporation of the Town of Tecumseh undertake early engagement with potentially impacted Indigenous groups to ensure they are aware of the forthcoming Project and potential impacts that it may have on their communities;

- A greenhouse gas mitigation assessment must be completed to Canada's satisfaction in accordance with the *Climate Lens General Guidance* and submitted to Canada, prior to Canada paying any claims for the project;
- The Corporation of the Town of Tecumseh will report on community employment benefits provided to at least three of the federal target groups (apprentices, Indigenous peoples, women, persons with disabilities, veterans, youth, recent immigrants, or small-sized, medium-sized and social enterprises);
- The Corporation of the Town of Tecumseh is also encouraged to consider the economic development and employment opportunities of the local and affected Indigenous peoples in the construction of the project.

Due to the competitive nature of DMAF, changes to the scope of the Project require careful review and approval by Canada. In addition, I note that the project application you have submitted specifies that project construction is planned to begin in July 2021 and be completed in December 2027. As your Project is being approved in principle on the basis of this information, please notify my officials, in writing, should you expect delays of more than six months in either the start or completion date. The Project must be completed prior to the end of the program (March 31, 2028), including submission of claims for eligible expenditures.

My officials will contact you shortly to move forward with the negotiation of the contribution agreement.

Thank you for your collaboration to date and I look forward to continuing to work together to conclude a contribution agreement for this project in a timely fashion.

Yours sincerely,

McKenna,
Catherine

Digitally signed by
McKenna, Catherine
Date: 2020.10.21
10:42:21 -04'00'

The Honourable Catherine McKenna, P.C., M.P.
Minister of Infrastructure and Communities

Police Services Board for the Town of Tecumseh
Minutes

Date: Thursday, October 15, 2020
Time: 4:30 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:
Mayor, Gary McNamara
Member, Marc Gomes
Chair, Christopher Hales
Vice-Chair, Paul Sweet

Absent:
Deputy Mayor, Joe Bachetti

Also Present:
OPP Inspector, Glenn Miller
OPP Staff Sergeant, Jamie Smith
Secretary, Margaret Misek-Evans, CAO
Recording Secretary, Ellen Preuschat

Absent:
OPP Sergeant Byron Hornick

A. Call to Order

Chair Christopher Hales called the meeting to order at 4:30 pm.

B. Roll Call

C. Disclosure of Pecuniary Interest

There was no pecuniary interest declared by a member of the Board.

D. Approval of the Agenda

Motion: PSB - 32/20

Moved by Member Marc Gomes

Seconded by Vice-Chair Paul Sweet

That the Supplementary Agenda for the Police Services Board Meeting, dated Thursday, October 15, 2020, as duplicated and delivered to the members thereof, **be accepted**.

Carried

E. Approval of the Previous Minutes**1. Police Services Board Regular Meeting - September 10, 2020****Motion: PSB - 33/20**

Moved by Vice-Chair Paul Sweet

Seconded by Member Marc Gomes

That the Regular Minutes of the September 10, 2020 Police Services Board Meeting, as duplicated and delivered to the members thereof, **be adopted.**

Carried

F. Delegations**1. PC Blake Cohoe, Essex County OPP and Stephanie Bula, Hotel Dieu Grace Hospital**

Re: Mental Health Response Unit

Inspector Glenn Miller thanked Chair Hales and the board for their ongoing support of the Mental Health Response Unit. He emphasized that this program, a partnership between the OPP and Hotel Dieu Grace Hospital (HDGH), saves lives.

PC Blake Cohoe, Essex County OPP, and Stephanie Bula, a social worker with HDGH, noted that an update report on the work of the Unit was included with the September 10, 2020 PSB agenda, and outlined some program highlights:

- recipient of Amethyst Award, being emulated across the country;
- was the only mental health service going into people's homes in the early months of the pandemic;
- consists of two teams - the Mobile Crisis Rapid Response Team and Youth Crisis Response Team, each with one uniformed officer and one social worker;
- 73% of calls to date prevented hospital visits, and those persons in crisis were connected with the community services they required;
- 100% of people taken to hospital were admitted, with greatly reduced waiting times and streamlined service delivery;
- handling more than double the calls of any similar OPP teams in the province.

G. OPP Monthly Report

Mayor McNamara joined the meeting (4:50 pm). Staff Sgt. Jamie Smith provided a summary of the OPP Report for the months of August and September 2020.

Inspector Miller reported that opioid-related calls are up significantly and impacting police resources. In 2019, there was a 34% increase in overdose related deaths in the province. He will circulate the OPP report entitled, "Opioids and Overdoses: Impacts and Strategies", released in September 2020.

He further noted that October is Cyber Security Month. As a result of the COVID-19 pandemic and the high incidence of online work, reports of cyber attacks have increased by 400%. It is important that these crimes are reported to police, and the OPP has a cyber team in place to assist.

Vice Chair Paul Sweet expressed disappointment over the ongoing difficulties some residents are experiencing in obtaining police clearances with the new online system. Staff Sgt. Jamie Smith explained that the OPP is taking steps to resolve the current problems and better handle the high volume of online applications. As well, since last week, Essex County OPP administrative staff have been working to clear the current local backlog.

1. OPP Police Services Board Monthly Overview - August and September 2020

2. FAQ - COVID-19 Update, September 2020

Re: Police Record Checks

3. OPP Report to Tecumseh PSB - August and September 2020

Motion: PSB - 34/20

Moved by Vice-Chair Paul Sweet

Seconded by Member Marc Gomes

That the OPP Report for the months of August and September 2020 and the OPP COVID-19 Update dated September 2020 regarding Police Record Checks, **be received.**

Carried

H. Reports

There were no Reports presented to the board.

I. Communications - Action Required

There were no Communications - Action Required presented to the board.

J. Communications - For Information Purposes

1. Solicitor General dated October 2, 2020

Re: Update Letter to Head of Council

2. Ontario Association of Police Services Boards dated September 22, 2020

Re: Invitation to 2020 OAPSB Labour Seminar

3. Municipal Policing Bureau, OPP dated September 28, 2020

Re: 2021 Annual Billing Statement

Motion: PSB - 35/20

Moved by Member Marc Gomes

Seconded by Mayor Gary McNamara

That correspondence detailed as Items 1 - 3, Communications for Information, **be received;**

And that Item 3, the OPP 2021 Annual Billing Statement, **be referred** to budget deliberations.

Carried

K. Old Business

1. Community Safety and Well-Being Plan

Re: CAO Update

CAO Marg Misk-Evans reported that the presentation to Town Council by the Community Safety and Well-Being Plan Project Manager from the City of Windsor will take place on Thursday, October 27 at 6 p.m. A link to the streamed virtual meeting will be available on the Town's website.

2. Unclaimed Funds at OPP Detachment

Re: Memorandum from CAO re Accounting Process dated October 1, 2020

Motion: PSB - 36/20

Moved by Mayor Gary McNamara

Seconded by Vice-Chair Paul Sweet

That the unclaimed funds from the Tecumseh OPP Detachment in the amount of approximately \$1,100 **be deposited** with the Town of Tecumseh;

And that a decision on the disposition of these funds **be deferred** to the next meeting of the board with all members present.

Carried

3. 2021 Police and PSB Budget

Re: Special Board Meeting

Due to the timing of the Town's budget process, a special meeting of the board will be required for consideration of the draft proposed 2021 Police and Police Services Board budget. The Recording Secretary will canvass members for availability during the weeks of November 9 or 16.

L. New Business**1. Pandemic-Related Calls for Service**

Inspector Miller reported that from early March to October, the Essex County OPP responded to 187 COVID-related calls for service, including some related to two week quarantine restrictions. A number of charges were laid in Essex County municipalities, although not in Tecumseh. He thanked the community for following public health and provincial regulations.

2. Carmelita Court

Mayor McNamara thanked Staff Sgt. Smith and OPP personnel for swiftly dealing with a recent matter of concern on Carmelita Court.

3. Speeding on CR 22

Mayor McNamara thanked the OPP for enforcement efforts related to speeding on County Road 22. This remains a priority area of concern.

M. Next Meeting

Next regular meeting is Thursday, December 10, 2020 at 4:30 p.m. A special budget meeting will be scheduled in November 2020.

N. Adjournment**Motion: PSB - 37/20**

That there being no further business to discuss, the Thursday, October 15, 2020 meeting of the Tecumseh Police Services Board **adjourn** at 5:40 pm.

Carried

Christopher Hales, Chair

Margaret Misk-Evans, Secretary

MOTION TO RECEIVE the December 31, 2018 Auditors Report and Financial Statements as presented.

Motion: (TOTBAGM-2/20)

Moved by: B. Houston
Second by: S. Harris

**APPROVED.
CARRIED.**

See 2018 Financial Statements of TECUMSEH B.I.A.

6. ACCOMPLISHMENTS IN 2019 – Candice Dennis

Candice reports on the major accomplishments and completed projects of the previous year.

See TOTBIA 2019 Major Accomplishments

7. PROPOSED 2020 BUDGET – Paul Bistany

Paul explains that there is a new format to the TOTBIA budget which allows for additional details on various accounts and that some accounts may look way over or under budget is due to reorganizing allocations under main account headings.

Explanation of Significant Variances for the 2020 Proposed Budget:

1. **BIA Levy** – This increase is required to cover leasing, utilities, internet, insurance and additional maintenance expenses
2. **Accounting & Legal Fees** – expenses to cover contracted company for all accounting, payroll transactions
3. **Wage & Benefits** – Increase new Coordinator wages and supplement training period with current Coordinator
4. **Advertising & Marketing** – Combined all accounts under one; anticipate increase in promotion, advertising,
5. **Tecumseh Dollars** – Increases in selling and donating Tecumseh Dollars; will increase Members reimbursements.
6. **Beautification & Events** – Anticipate increase in beautification and event expenses.

Paul asks if there are any questions or concerns regarding the proposed budget. None were declared.

MOTION TO APPROVE THAT the 2020 Proposed TOTBIA Budget be submitted to the Clerk for inclusion in the next regular Council meeting for approval.

Motion: (TOTBAGM-3/20)

Moved by: M. Kennedy
Second by: L. Proctor

**APPROVED.
CARRIED.**

See 2020 BIA Proposed Budget

8. **TOWN OF TECUMSEH BIA CONSTITUTION AMENDMENT** – Candice Dennis

There is one amendment to the Constitution:

1. Change of BIA office address, due to new location
 - a. New Address: 12122 Tecumseh Rd. E. Unit 2, Tecumseh, ON N8N 1L9

MOTION TO APPROVE the one amendment; TOTBIA office new address, in the TOTBIA Constitution as distributed for approval.

Motion: (TOTBAGM-4/20)

Moved by: P. Bistany

Second by: S. Harris

APPROVED.

CARRIED.

See TOTBIA Constitution Amendments

9. **NOMINATIONS FOR EXECUTIVES** – Differ~~ed~~ to regular Board meeting.

10. **LOOKING FORWARD TO 2020** – Candice Dennis

Candice announced various ideas and projects that the Board is considering planning and implementing in 2020.

11. **SPECIAL THANKS** – Candice Dennis

Candice expresses special thanks to the Board of Management, BIA Staff, the Town of Tecumseh, TOTBIA Members and volunteers.

See Special Thanks.

12. **Q & A – ADJOURNMENT**

Candice asks if there were any new business/comments or questions. None were declared. Paul closes the meeting.

MOTION TO ADJOURN and there being no further business, the March 4, 2020 Annual General Meeting of the TOTBIA meeting at 7:50 PM.

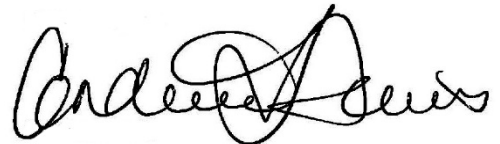
Motion: (TOTBAGM-5/20)

Moved by: P. Bistany

Second by: B. Houston

APPROVED.

CARRIED.



CHAIR, Candice Dennis



COORDINATOR, Paula Rorai

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

A meeting of the Town of Tecumseh BIA (TOTBIA) Annual General Meeting held on *Wednesday, October 14, 2020, this meeting is held electronically*, at the hour of 6:00 PM.

1. CALL TO ORDER

Candice Dennis, Chair of the Board of Management, opened the Annual General Meeting (AGM) of the Town of Tecumseh Business Improvement Area as of 6:01 PM.

2. INTRODUCTION OF BOARD, STAFF AND GENERAL MEMBERSHIP – Candice Dennis

BIA Members and Guests:

Candice introduces Board Members, Paul Bistany - Treasurer, Andrew Dowie - Council Representative, Scott Harris, Brian Houston, Linda Proctor, Michael Kennedy and acknowledged Tecumseh BIA staff Denise Pelaccia and Paula Rorai.

Regrets: Mike Kennedy, Vice Chair, Jules Champoux, Director,

Guests:

3. DECLARATION OF CONFLICT OF INTEREST – Candice Dennis - Members are asked if they wished to declare a conflict of interest. No conflicts were declared.

4. APPROVAL OF THE ANNUAL GENERAL MEETING MINUTES 2019 – Candice Dennis

Members were asked for any comments or changes. None were declared.

MOTION TO APPROVE THAT the minutes of the Town of Tecumseh BIA Annual General Meeting minutes held on March 4, 2020 as presented.

Motion: (TOTBAGM-4/20) Moved by: Paul Bistany
Second by: Joseph Fratangelis

APPROVED.
CARRIED.

An. Dowie reports that on the March 4, 2020 AGM minutes in item #9 NOMINATIONS FOR EXECUTIVES there was a typo in the word differed, should be differ. Coordinator makes correction.

5. 2018 AUDITOR'S REPORT – Paul Bistany

Year End Report is being audited by KPMG LLP and will be approved by the Board of Management and by the Town of Tecumseh. Paul explained that the December 31, 2019 year end financials are not completed due to the COVID-19 pandemic which has delayed completion. Year-end financials for 2019 and 2020 will be presented at the October 2021 AGM.

Budget Revenue: \$	Actual Revenue \$
Budget Expenses: \$	Actual Expenses \$
Budget Annual Surplus: \$	Actual Annual Surplus: \$
Budget Accumulated surplus; beginning of year \$	Actual Accumulated surplus: \$
Budget Accumulated surplus; end of year \$	Actual Accumulated surplus: \$

PROPOSED 2021 BUDGET – Paul Bistany

2021 BIA BUDGET		as of Dec 23, 2019		as of Sept 30, 2020				
		Budget 2019	Actuals 2019	Budget 2020	Actuals 2020	Budget 2021	Budget 2022	Budget 2023
Account	REVENUE							
40100	Levy *	\$ 117,000	\$ 117,000	\$ 132,000	\$ 99,000	\$ 132,000	\$ 132,000	\$ 132,000
40160	BIA Associate Memberships		\$ 332	\$ 500	\$ 125	\$ 500	\$ 500	\$ 500
10500	Transfer from Reserve **	\$ -		\$ -		\$ 24,050	\$ 2,800	\$ 4,175
41000 & 41500	Events & Sponsor Revenue	\$ 14,500	\$ 6,991	\$ 7,600		\$ 7,600	\$ 7,600	\$ 7,600
49200	Misc. Revenue	\$ -	\$ 79	\$ -	\$ -	\$ -	\$ -	\$ -
49100	Interest Revenue	\$ 1,900	\$ 3,467	\$ 1,900	\$ 1,693	\$ 1,900	\$ 1,900	\$ 1,900
	TOTAL	\$ 135,400	\$ 132,761	\$ 143,500	\$ 100,818	\$ 167,550	\$ 146,300	\$ 147,675
	EXPENSE ALLOCATIONS							
	ADMINISTRATION							
50350	Permits/Licenses	\$ 1,200	\$ 45	\$ 100		\$ 100	\$ 100	\$ 100
55100	Accounting & Legal Fees	\$ 830	\$ 2,540	\$ 5,800	\$ 8,612	\$ 10,900	\$ 10,900	\$ 10,900
56000	Bank Charges	\$ 30	\$ 3	\$ -	\$ 1,170	\$ 3,250	\$ 1,050	\$ 1,050
56500	Insurance (Town Contract with HUB)				\$ 193	\$ 200	\$ 200	\$ 200
56500	Insurance Claims							
54900	Clothing Expense (Board & Volunteers)	\$ 500		\$ 500		\$ 300	\$ 300	\$ 300
56320	Meals & Entertainment	\$ 500	\$ 853	\$ 1,000	\$ 213	\$ 1,000	\$ 1,100	\$ 1,200
58500	Education/Seminars/Conferences	\$ 1,500	\$ 779	\$ 1,700		\$ 1,700	\$ 1,700	\$ 1,700
56600	Memberships/Associations	\$ 500	\$ 225	\$ 250	\$ 229	\$ 250	\$ 250	\$ 250
58200	Office Lease/Rent		\$ 4,425	\$ 12,000	\$ 7,204	\$ 12,000	\$ 13,200	\$ 13,200
56700	Office & Misc Expense	\$ 1,800	\$ 5,402	\$ 2,850	\$ 1,445	\$ 1,800	\$ 1,800	\$ 1,900
	Freight & Courier Fees	\$ 200	\$ 305	\$ 200	\$ 154	\$ 200	\$ 200	\$ 200
56750	Software & Computer Expense (Subscriptions)	\$ 400	\$ 324	\$ 3,500	\$ 1,511	\$ 2,000	\$ 2,000	\$ 2,000
57000	Repairs & Maintenance				\$ 1,482	\$ 1,350	\$ 1,350	\$ 1,350
58400	Telephone & Internet Expense	\$ 1,000	\$ 1,160	\$ 2,100	\$ 1,467	\$ 1,700	\$ 1,700	\$ 1,700
58440	Website & Storage Expense	\$ 500	\$ 252	\$ 300	\$ 216	\$ 300	\$ 325	\$ 325
58600	Travel	\$ 1,600	\$ 1,146	\$ 1,800	\$ -	\$ 1,800	\$ 1,900	\$ 1,900
58650	Mileage Expense - Employee	\$ 300	\$ 315	\$ 300	\$ 240	\$ 300	\$ 325	\$ 350
54100	Wages & Salaries	\$ 51,580	\$ 40,420	\$ 48,250	\$ 29,029	\$ 40,000	\$ 41,000	\$ 42,000
54500	EI Expense	\$ 875	\$ 859	\$ 700	\$ 643	\$ 800	\$ 900	\$ 950
54550	CPP Expense	\$ 2,550	\$ 1,704	\$ 1,600	\$ 1,367	\$ 1,700	\$ 1,800	\$ 1,900
	Sub Total	\$ 62,910	\$ 58,691	\$ 83,450	\$ 52,330	\$ 82,150	\$ 80,000	\$ 81,375
	ADVERTISING & MARKETING							
55500	Advertising & Marketing	\$ 14,300	\$ 12,359	\$ 15,200	\$ 6,179	\$ 12,800	\$ 13,800	\$ 13,800
55620	Sponsorships & Donations	\$ 3,500	\$ 3,000	\$ 3,500	\$ -	\$ 3,500	\$ 3,500	\$ 3,500
55640	Promotional Photography		\$ 95	\$ 100		\$ 100	\$ 150	\$ 150
55690	Tecumseh Dollar Expense (Discount&Donated)	\$ 8,000	\$ 9,851	\$ 14,000	\$ 18,926	\$ 35,000	\$ 25,000	\$ 25,000
58300	Meet & Greet - Guest Speakers	\$ -		\$ -		\$ -	\$ -	\$ -
	Sub Total	\$ 25,800	\$ 25,210	\$ 32,700	\$ 25,105	\$ 51,400	\$ 42,300	\$ 42,300
	BEAUTIFICATION & EVENTS							
59000	Beautification & Events	\$ 27,300	\$ 28,899	\$ 35,500	\$ 2,874	\$ 34,000	\$ 24,000	\$ 24,000
	Sub Total	\$ 27,300	\$ 28,899	\$ 35,500	\$ 2,874	\$ 34,000	\$ 24,000	\$ 24,000
	EXPENDITURES TOTAL	\$ 116,010	\$ 112,800	\$ 151,650	\$ 80,308	\$ 167,550	\$ 146,300	\$ 147,675
	YEAR END SURPLUS / DEFICIT	\$ 19,390	\$ 19,961	\$ (8,150)	\$ 20,510	\$ -	\$ -	\$ -
	Transfer from/(to) Operating Reserve	\$ 19,390	\$ 19,961	\$ (8,150)		\$ -	\$ -	\$ -
	Actual BIA Operating Reserve	\$ 34,326	\$ 60,074		\$ 85,766	\$ 61,716	\$ 58,916	\$ 54,741
	Transfer (from)/to Special Project Reserve***	\$ 7,326	\$ 33,074	\$ (33,000)	\$ 52,766	\$ 28,716	\$ 25,916	\$ 21,741
	Actual BIA Special Project Reserve Account	\$ 68,065	\$ 35,174	\$ -	\$ 35,554	\$ -	\$ -	\$ -
	Year End BIA Special Project Reserve Account	\$ 75,391	\$ 68,248	\$ (33,000)	\$ 88,320	\$ 28,716	\$ 25,916	\$ 21,741
	Year End Total BIA Operating Reserve Account	\$ 29,250	\$ 29,250	\$ 33,000	\$ 24,750	\$ 33,000	\$ 33,000	\$ 33,000
	*NOTE: Levy - No increase in 2021.							
	**NOTE: Transfer of Reserve - Goal is to maintain a reserve of 25% of levy (\$33,000) for operating expenses every 1st QTR.							
	***NOTE: Reserve Account is to hold surplus of funds that are earmarked for BIA Special Project(s): Streetscaping & Beautification CIP projects							
								TOTBIA Budget
	Board prepare first draft							19-Aug-2020
	Proposed Budget forwarded to membership							30-Sep-2020
	Reviewed and discussed at AGM by members and Board:							14-Oct-2020
	Submitted to Town Council for approval at RCM							16-Oct-2020
	Approved by Council:							

Explanation of Significant Variances for the 2020 Proposed Budget:

1. **BIA Levy** – There is no increase.
2. **Accounting & Legal Fees** – Increase expenses to cover contracted company for all accounting, payroll transactions.
3. **Wage & Benefits** – Increase new Coordinator wages and supplement training period with current Coordinator.
4. **Advertising & Marketing** – Combined all accounts under one; anticipate increase in promotion, advertising.
5. **Tecumseh Dollars** – Increases in selling and donating Tecumseh Dollars; will increase Members reimbursements. There was a discussion about the Tecumseh Dollar program and the Chair recommended that this discussion be deferred to the Regular Board Meeting for further discussion.
6. **Beautification & Events** – Anticipate increase in beautification and event expenses.

Paul asks if there are any questions or concerns regarding the proposed budget. The Chair recommends increases to the Tecumseh Dollar expense and Bank Charges accounts, therefore, increasing Transfer from Reserve Revenue account.

MOTION TO APPROVE THAT the 2021 Proposed TOTBIA Budget to adjust to allocate \$35,000 to the Tecumseh Dollar expense account and to allocate \$3,200 to the Bank Charges expense account. Therefore, allocating \$24,050 to the Transfer to Reserve Revenue account be submitted to the Clerk for inclusion in the next regular Council meeting for approval.

Motion: (TOTBAGM-2/20)

Moved by: Joseph Fratangeli

Second by: Paul Bistany

APPROVED.

CARRIED.

B. Houston asks the Coordinator is any Member contacted with any questions or concerns on the purposed 2021 budget. Coordinator responds that there were no emails or phone calls regarding the 2021 budget.

6. TOWN OF TECUMSEH BIA CONSTITUTION AMENDMENT – Candice Dennis

There is three amendment to the Constitution:

1. SECTION 9 – ASSOCIATE MEMBERSHIP PROGRAM (page 9)

Previous: TOTBIA Associate Membership Program

Amended: Approved at the AGM as of October 14, 2020:

Incorporate the TOTBIA Associate Membership Program in the Constitution

2. SECTION 11 – BOARD RESPONSIBILITIES, Item 2 (b) Annual Budget (page 10)

Previous: The draft annual budget will be presented to the General Members at the Annual General Members Meeting (AGM) to be held not later than the second Wednesday of February each year. The General Members are to be advised not less than two weeks (14 days) prior to the meeting date, in writing, advertised in the local newspaper and on the TOTBIA and Corporation's website.

Amended: approved at the AGM as of October 14, 2020: The draft annual budget will be presented to the General Members at the Annual General Members Meeting (AGM) to be held not later than the second Wednesday of October each year. The General Members are to be advised not less than two weeks (14 days) prior to the meeting date, in writing, advertised on all the TOTBIA social media applications and the Corporation's website.

3. SECTION 17 – MEMBERSHIP MEETINGS, Item 1 (b) Annual General Meeting (page 14)

Previous: Annual General Meetings (AGM) of the TOTBIA shall be held at a location in the Town of Tecumseh specified in the meeting notice no later than four weeks prior to the month of February in each

three (3) years of term and during the fourth (4th) year, no later than four weeks prior to the month of November as determined by the Board.

Amended: approved at the AGM as of October 14, 2020:

Annual General Meetings (AGM) of the TOTBIA shall be held at a location in the Town of Tecumseh specified in the meeting notice no later than four weeks prior to the month of October in each three (3) years of term and during the fourth (4th) year, no later than four weeks prior to the month of November as determined by the Board.

MOTION TO APPROVE the three amendments, as listed in the minutes and amended in the TOTBIA Constitution as distributed for approval.

Motion: (TOTBAGM-3/20)

Moved by: Paul Bistany
Second by: Michael Kennedy

**APPROVED.
CARRIED.**

7. NEW BUSINESS

Candice asks if there were any new business/comments or questions. None were declared.

8. Q & A – ADJOURNMENT

MOTION TO ADJOURN and there being no further business, the October 14, 2020 Annual General Meeting of the TOTBIA meeting at 6:53 PM.

Motion: (TOTBAGM-4/20)

Moved by: Joseph Fratangeli
Second by: Brian Houston

**APPROVED.
CARRIED.**

CHAIR, Candice Dennis

COORDINATOR, Denise Pelaccia



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: October 27, 2020

Report Number: CS-2020-33

Subject: Manning Road Farm Lease – Option to Renew

Recommendations

It is recommended:

That Report CS-2020-33 entitled “Manning Road Farm Lease – Option to Renew” **be received;**

And that the request of Olinda Farms Inc. (Olinda) to extend the Farm Lease to farm the Town’s 18 acres of farmland located on the south side of Baseline Road, for a further two-year term as provided for in the current Farm Lease, **be approved;**

And that By-law No. 2020-67 being a by-law to authorize the Mayor and the Clerk to execute a Farm Lease Agreement between the Town and Olinda for the 2021 to 2022 Crop Years, **be adopted.**

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.

Comments

The Town has entered into a Farm Lease Agreement with the same farmer as 424 with respect to its Farmlands. 424 is currently leasing its farmlands to Olinda Farms Inc. under a Lease Agreement for the term 2020-2023.

A Farm Lease Agreement was entered into by the Town with Olinda for one year commencing January 1, 2020 and ending December 31, 2020, with an option for Olinda to request an additional two-year term renewal.

Olinda has executed the Farm Lease Agreement attached to this report as [Appendix 2](#). The Agreement with Olinda is for the 2021 and 2022 Crop Years at the rate of \$242.00 per acre, plus HST in 2021 as the current Consumer Price Index (CPI) is negligible due to COVID-19. In 2022, the rate will be increased in proportion to the increase, if any, in the 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 2021.

The Farm Lease Agreement for the 2021 to 2022 Crop Years has been prepared in keeping with the provisions of previous agreements. 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; and
- leaving the Farm in good condition in accordance with proper farm husbandry and ready for the next farm crop year.

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.

Consultations

Financial Services

Financial Implications

The lease payment to the Town for the 2021 Crop Year under the Farm Lease Agreement is due in two (2) instalments:

- June 1, 2021 \$2,178.00 plus HST (\$2,461.14)
- October 1, 2021 \$2,178.00 plus HST (\$2,461.14)

The total lease payment for the 2021 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:

Sue White
Administrative Assistant to Director Corporate
Services & Clerk

Reviewed by:

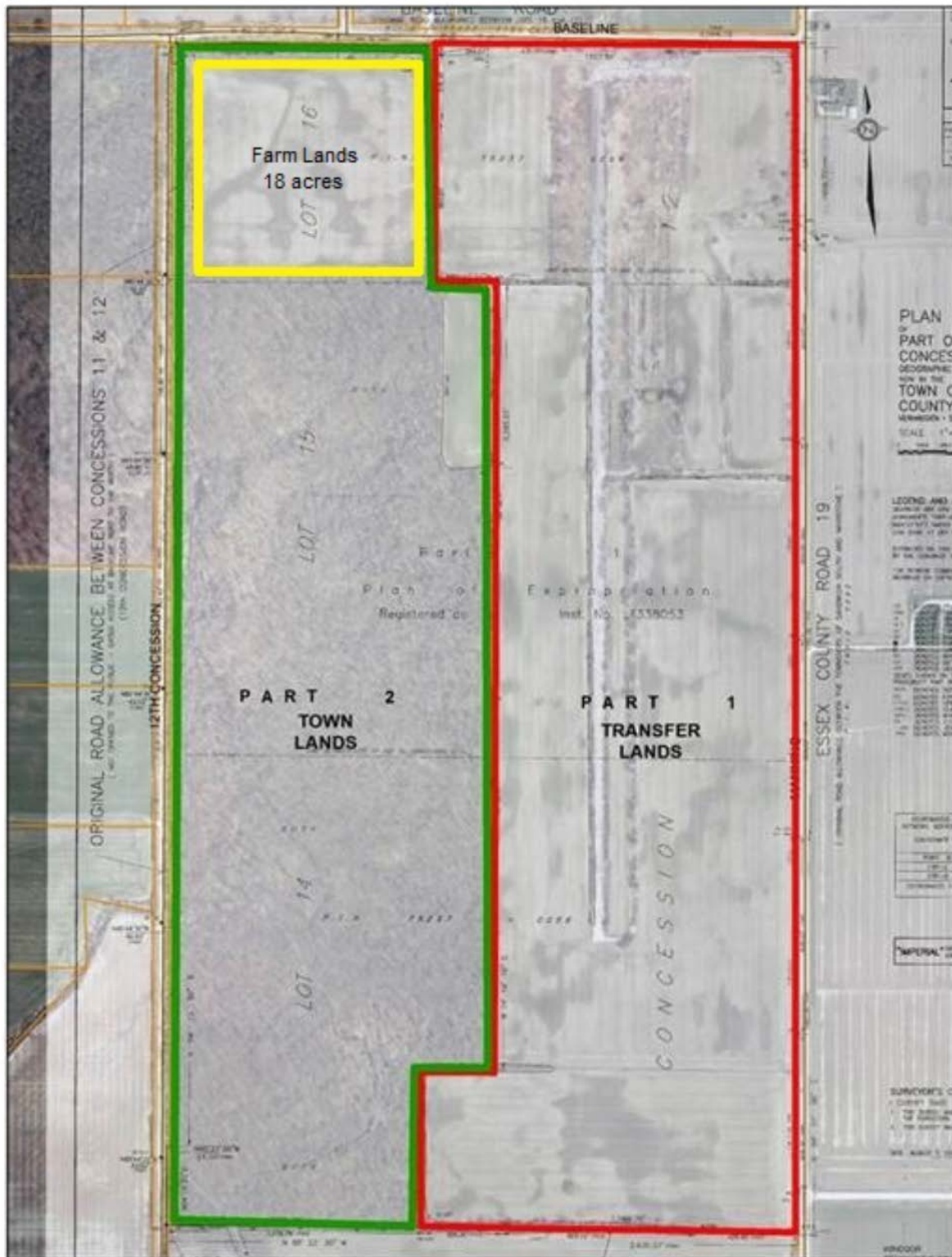
Laura Moy, Dipl. M.M., CMMIII HR Professional
Director Corporate Services & Clerk

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Map of Town 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, 2021.

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, 2021 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

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: October 27, 2020

Report Number: CS-2020-34

Subject: Chartwell St. Clair Beach Retirement - Parking Lease Agreement

Recommendations

It is recommended:

That CS-2020-34 entitled “Chartwell St. Clair Beach Retirement – Parking Lease Agreement” **be received;**

And that By-law No. 2020-66 being a by-law to authorize the Mayor and the Clerk to execute an Agreement with Chartwell Master Care LP O/A Chartwell St. Clair Beach Retirement Chartwell Retirement Residences (Chartwell) for the lease of additional parking spaces at the municipal parking lot located at Lakewood Park, **be adopted.**

Background

Chartwell has been in operation since 2013 and is operating at full capacity. As a result, Chartwell was experiencing parking challenges with the volume of visitors and their staff.

Lakewood Park (Park) is located across the street from Chartwell on the south side of Riverside Drive. The municipally owned parking lot at the Park was identified as an alternative location for Chartwell’s overflow parking.

A Lease Agreement with Chartwell formally set out the terms of its limited use of the municipally owned parking lot located at 13451 Riverside Drive for the years 2013-2020.

In the Lease Agreement, the Town grants Chartwell use of 25 parking spaces in the parking lot at the Park and is responsible for the regular maintenance of snow and ice removal.

Chartwell acknowledges the Town may schedule special events at the Park from time to time. During these events, the Town will reserve a minimum of 16 parking spaces for Chartwell that will be identified with signage and notify Chartwell four (4) weeks in advance.

Comments

The current Lease Agreement will expire December 31, 2020, however it does allow Chartwell the option to negotiate renewal terms for an additional five (5) year term, upon providing 120 days' notice in writing to the Corporation. If the parties are unable to agree to terms of renewal by October 31, 2020, then the agreement will terminate on December 31, 2020.

Chartwell has submitted a request to renew the Lease Agreement. The negotiated renewal provides for the same terms and conditions, including an opportunity for a further 5-year term renewal subject to the parties agreeing to terms of renewal by October 31, 2025. It also provides for an annual fee to be paid by October 1 in each year of the Agreement.

The negotiated Lease Agreement appended to this report as **Attachment 1** has been executed by Chartwell and is presented to Council for consideration and approval.

Consultations

Financial Services
Parks & Recreation Services

Financial Implications

The Lease Agreement formally sets out the fees to be paid by Chartwell to the Town for use of its parking spaces for each of the years 2021 to 2025. The fees paid to the Town in 2020 were \$15,000

The fees for 2021 to 2025, to be paid by October 1 each year, are as follows:

2021	\$16,000
2022	\$17,000
2023	\$18,000
2024	\$19,000
2025	\$20,000

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 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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Parking Lease Agreement

3. The Lessee hereby covenants and agrees to pay to the Corporation on the first day of October, annually, during the term of this agreement the following sums, plus HST:

2021	\$16,000
2022	\$17,000
2023	\$18,000
2024	\$19,000
2025	\$20,000
4. The Lessee shall pay to the Corporation all monies owed by the first (1st) day of October annually. Interest at the rate of one and one-half percent (1.5%) shall be charged on all accounts that are thirty (30) days overdue from the date that the payments were due.
5. To indemnify and save harmless the Corporation, absolutely from all liabilities however arising, caused or having to do in any ways with Lessee's lease of the Corporation's parking spaces.
6. To provide the Corporation with proof of liability insurance from the Lessee's insurance carrier of not less than two million (\$2,000,000.00) with the Corporation named as an additional named insured for the term of this agreement.
7. This agreement may not be transferred or assigned by the Lessee, without written approval from the Corporation.
8. It is further understood and agreed that the Corporation may schedule special events at the Park. During these special events, the Corporation will reserve a minimum of 16 designated parking spaces in the Park for the Lessee which will

be identified with signage. The Corporation will notify the Lessee at least four (4) weeks in advance of a special event.

9. Notwithstanding paragraph 1, the Corporation may terminate this agreement at any time if the Lessee fails to perform any of its covenants and obligations provided that the Corporation provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period, the Lessee complies with all covenants and obligations contained in this agreement, then the notice of termination will become null and void.
10. The Lessee has the option to negotiate renewal terms for an additional five (5) year term, upon providing 120 days' notice in writing to the Corporation. If the parties are unable to agree to terms of renewal by October 31, 2025, then this agreement will terminate on December 31, 2025.
11. 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 Lessee or by the Lessee 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 Lessee, to:

Chartwell Master Care
7070 Derrycrest Drive
Mississauga, ON L5W 0G5
Attention: Colleen Laing

in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

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

12. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the *Arbitrations Act*, R.S.O. 1990, Chapter A-24.

In Witness Whereof the parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized In That Behalf.

Signed, Sealed & Delivered) The Corporation of the
in the presence of:) Town of Tecumseh
)
)
) _____
Seal) Mayor Gary McNamara
)
)
) _____
) Laura Moy, Clerk
) We have authority to bind the Corporation
)
) Chartwell Master Care
Witness)
)
) _____
_____) Colleen Lang, Vice President
Date) Operations and Sales
) I have authority to bind the Corporation



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: October 27, 2020

Report Number: FS-2020-15

Subject: Budget Variance Report – August 31, 2020

Recommendations

It is recommended:

That Financial Services Report FS-2020-15, Budget Variance Report – August 31, 2020, **be received.**

And that the Director Financial Services **be authorized** to apply to the Safe Restart Agreement – Municipal Operating Fund Stream Phase 2 for additional funding, provided financial analysis conducted prior to October 30, 2020 satisfies program eligibility criteria to the satisfaction of the Chief Administrative Officer and Director Financial Services.

Executive Summary

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

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

The Town is currently operating under a local state of emergency, which was enacted in March due to the COVID-19 pandemic and risk of overland flooding due to high lake levels. Both threats have impacted the Town's operations and budgets to date and will continue to impact operations and budgets through to the end of this year and likely into next year.

Notwithstanding the impact of the state of emergency, the Town has continued to maintain essential services for its residents. Some non-essential services have been stopped or

reduced in an effort to help reduce the spread of COVID-19 and to contain costs in an effort to reduce the financial burden to Tecumseh taxpayers.

In early August, and subsequent to the Town's Q2 Variance Report, the province announced that it had secured emergency funding from the federal government that would be distributed to municipalities to help them address financial pressures related to COVID-19. Tecumseh has received an allocation of \$587,994 through the federal-provincial Safe Restart Agreement (SRA) Phase 1 assistance program, which is reflected in this report. Additional federal and provincial grant funding has been made available through the Canada Summer Jobs (CSJ) program and the provincial Summer Jobs Services (SJS) program.

The 2020 August Budget Variance year-end projections carry a greater degree of estimation than would typically be seen under more normal conditions. Assumptions include the Windsor-Essex area maintaining stage 3 of COVID-19 recovery and that major inland flooding is avoided.

Based on those underlying assumptions and incorporating SRA Phase 1 and CSJ and SJS grant funding, the 2020 August Variance analysis projects a year-end surplus of \$1,326,000 (Tax supported \$1,099,000 surplus and Rate Supported surplus of \$227,000). Refer to Attachment 1.

Background

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

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

The Safe Restart Agreement is a federal-provincial multi-stream grant program administered by the Ministry of Municipal Affairs and Housing (MMAH), Ministry of Health and Ministry of Transportation whose intent is to provide emergency financial assistance to municipalities to help them address financial pressures related to COVID-19, maintain critical services and protect vulnerable people as the province safely and gradually opens.

The program consists of four funding streams:

1. Social Services Relief Fund - MMAH
2. Public Health – Ministry of Health
3. Transit Supports – Ministry of Transportation
4. Municipal Operating Fund - MMAH

Tecumseh was granted funding through the Transit Supports and Municipal Operating Fund streams. Each stream has its own set of rules and reporting requirements, however they are similar in that they will be delivered in a two-phased approach, where Phase 1 funding is distributed on a formula-basis in October and Phase 2 funding will be distributed based on application and demonstrated needs at a later date. Details for each of these two streams continue to evolve.

SRA Transit Supports Stream

Tecumseh received \$33,894 through the Transit Supports stream to address COVID-19 pressures incurred from April 1, 2020 to September 30, 2020. Municipalities are required to report back to the province by October 30 with details on the use of Phase 1 funds and a forecast of eligible expenditures to March 31, 2021. Unallocated Phase 1 funds can be transferred to reserve and used towards COVID-19 pressures incurred up to March 31, 2021.

Eligibility for Phase 2 funding will be based on financial needs demonstrated on the October 30 report back along with additional requirements that will be intended to achieve transit objectives to promote ridership growth and transit sustainability.

The Town is not expecting to be eligible for Phase 2 funding of this stream. However, should further analysis based on eligibility criteria indicate otherwise, the Town will apply for Phase 2 funding.

SRA Municipal Operating Fund Stream

Tecumseh received \$554,100 through the Municipal Operating Fund stream to support COVID-19 operating costs and pressures for 2020. Municipalities are required to report back to the province in March 2021 with details on their 2020 COVID-19 operating costs and pressures and overall 2020 financial position.

The Ministry anticipates that funding provided through Phase 1 will be sufficient to address these costs for most municipalities. There is an expectation that municipalities will have undertaken measures to reduce financial pressures. A second phase of funding will be offered to municipalities that can demonstrate that their costs exceeded their combined Phase 1 allocation and cost containment measures and have accessed available municipal reserves. A Resolution of Council seeking additional funding is required by October 30, 2020 to be considered for Phase 2 funding.

Phase 1 funds not used during 2020 can be transferred to reserve and used towards 2021 COVID-19 costs and pressures.

The Town is not expecting to be eligible for Phase 2 funding of this stream. However, should further analysis based on eligibility criteria indicate otherwise, the Town will apply for Phase 2 funding.

Comments

Operating Fund

The 2020 August Variance analysis projects a year-end surplus of \$1,326,000 (Tax Supported surplus of \$1,099,000 and Rate Supported surplus \$227,000).

Tax Supported

Although the Town is operating under a dual threat of emergencies, COVID-19 has had such an extensive effect on all Town operations, that its impact has been isolated for variance analysis and grant purposes.

The projected net impact of COVID-19 for 2020 is a surplus of \$582,000, which is summarized in the following table:

COVID-19 Revenue Losses	Amount
Arena Rental – both ice pads closed for four months	283,000
Arena Concessions – closed for year late March	55,000
Lottery Licensing – hall closed	144,000
Penalty and Interest – financial relief measure	187,000
POA Fines – collections suspended temporarily	100,000
Outdoor Pool – did not open	138,000
Corn Festival and Special Events - cancelled	122,000
Parks – User Charges	25,000
Parks Buildings - Rentals	9,000
Rec Programs – Registration – day camp cancelled	100,000
Transit Fares - collections suspended temporarily	25,000
Total COVID-19 Revenue Losses	1,188,000

COVID-19 Non-Budgeted Expenditures	Amount
Employee Redeployment or Unable to Work from Home	31,000
Town Hall Security – visitor screening	12,000
Arena, Facilities Custodian – safety protocols	24,000
Janitorial, PPE, Barriers	71,000
Total COVID-19 Non-Budgeted Expenditures	138,000

COVID-19 Cost Containment Measures	Amount
Wages & Benefits – primarily students and part-time	-744,000
Professional Development	-144,000
Recreation & Event Program expenditures (Non-Wages)	-294,000
Utilities – Arena, Pool	-77,000
Total COVID-19 Cost Containment Measures	-1,259,000

Safe Restart Agreement & Other Sr. Gov't Assistance	Amount
SRA Transit (\$34,894 total, portion deferred to 2021)	-25,000
SRA General	-554,000
Student Grant (Federal)	-63,000
Student Grant (Provincial)	-7,000
Total Safe Restart Agreement & Other Sr. Gov't Assistance	-649,000

Net COVID-19 Impact	-582,000
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As shown in the preceding table, managing the COVID-19 state of emergency has influenced all departments in one or more ways ranging from the loss of revenue, to the incurrence of non-budgeted expenditures and in some cases to the complete cancellation of programs or services.

Additional impact of COVID-19 on operations, however difficult to calculate a financial impact include:

- Additional hours to complete tasks due to safety protocol such as one-person-per-vehicle,
- Training and travel time for employees that are re-deployed, and
- Time and resources invested in COVID-19 planning and response at the expense of budgeted program and service delivery.

Administration has implemented processes to track hours spent on COVID-19 activities that would not have an impact to salaries paid. For example, hours by salaried employees and regular working hours by hourly employees. Compilation of hours-to-date was not complete in time for inclusion in this report, however, an earlier compilation for the first six weeks following the declaration of the state of emergency totaled 835 hours of Senior Management, 784 hours of Managers and 433 hours of Employees. This approximates to over \$150,000 in wages and benefits diverted from regular program delivery diverted to COVID-19 response in the first six weeks of the pandemic alone.

A surplus of \$744,000 is forecast as a result of variances that can be attributed to regular operations. A summary of the major variance items is shown in the following table.

Regular Operations – Major Variances	Amount
Assessment Growth Prior Year	-260,000
In-year Assessment Growth – supplemental taxes down	100,000
Tax Write-offs – appeals tend to be cyclical	-136,000
Wages & Benefits (Gapping & Vacancies)	-197,000
Wages & Benefits (O/T, Position overlap, Retirement)	281,000
Utilities	-31,000
Gasoline – lower commodity prices and consumption	-34,000
Vehicle Parts & Service – several expensive repairs	35,000
Materials/Equipment Rental	-97,000
Winter Control – Salt – mild winter	-68,000
Total Regular Operations – Major Variances	-407,000

Rate Supported

As of August 31, 2020 the Town is anticipating a rate supported surplus of \$227,000. The impact of COVID-19 to Water and Wastewater Rate supported operations is not expected to be significant, and can be attributed primarily to the following items:

Rate Supported – Major Variances	Amount
Water & Wastewater User Fees	38,000
Wages & Benefits (Gapping/Vacancies)	-101,000
Water Purchase Cost	-133,000
Water Materials	31,000
Water Flood Preparedness	27,000
Wastewater Grant Program	-51,000
Total Rate Supported – Major Variances	-189,000

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

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

A detailed breakdown of significant Operating Fund variances by department can be found in Attachment 2.

Capital/Lifecycle

The Capital/Lifecycle analysis consists of reviewing the status of approved projects comparing approved funding to actual results and projecting project status at year-end. A complete listing of all capital projects planned for 2020 as identified within department five-year capital plans is detailed in Attachment 3.

In total, 100 projects and 16 vehicles/pieces of equipment were included in the department five-year plans to be undertaken in 2020 for a total budgeted cost of \$77 million, \$55 million of which was budgeted for the Town's multi-use sportsplex proposal.

Some notable undertakings for 2020 include:

- The proposal for the McAuliffe Park Splash Pad was awarded to Open Space Solutions in the amount of \$210,000 excluding HST. The total project costs are below the approved allocation of \$250,000 per Report PRS 2019-18 "2019-2023 Parks Five Year Capital Plan". The approved funding includes a \$30,000 contribution from the McAuliffe Sports Association. The Splash Pad was completed and in operation mid-summer.

- The proposal for the HR Service Delivery Review was awarded to Pesce & Associates in the amount of \$17,346 excluding HST. The Town applied to the Municipal Modernization Program - Intake 1 to fund the HR Service Delivery Review and was successful, receiving an allocation of \$20,000 for the project. The project is wrapping up and a report to the Personnel Committee is scheduled for October 27.
- The quotation for the Chiller Replacement project was awarded to CIMCO in the amount of \$155,985 net of 100% refundable HST. Total project costs are below the approved allocation of \$200,000 per Report PRS 2020-01 "2020-2024 Arena and Pool Five Year Capital Works Plan". Prior to starting the work for the Chiller Replacement it was determined that there was a problem with the equalization line and relief header that work in conjunction with the refrigeration system. As CIMCO was already awarded the contract for the Chiller, it was presented to Council to have CIMCO complete these works as well. CIMCO provided a quote to complete the extra work for a cost of \$27,310. The extra work was approved as per the Purchasing By-law. The total project cost is below the approved allocation. The project is complete.
- The tender for the Highway 3 and Walker Rd (County Rd 11) watermain replacement project was awarded to Shearock Construction Group in the amount of \$1,390,658 excluding HST. Total project costs are \$1,826,300 and are below the approved allocation of \$2,316,700 per Report PWES 2019-49 "2018-2022 PWES Capital Works Plan". The project is scheduled to start in November.
- The tender for the Tecumseh Road Sanitary Sewer Replacement project was awarded to D'Amore Construction in the amount of \$1,478,595 excluding HST. Total project costs of \$2,243,500 are below the approved allocation of \$3,067,700 per Report PWES 2019-49 "2020-2024 PWES Five Year Capital Works Plan". The project is substantially complete with three lanes of traffic open. The contractor has some minor work to finish.
- The quotations for the Supply of Parks Equipment was awarded to Southpoint Equipment for four (4) Kabota Zero-Turn mowers and to GC Duke for one (1) Jacobson Rotary Mower for a total cost of \$88,660 excluding HST. Total project costs are below the approved allocation of \$153,000 per Report PWES 2020-09. The equipment has been received and is in operation.
- The quotation for the Lakewood Park Pier Replacement was awarded to Facca Incorporated in the amount of \$120,000. Total project costs are below the approved allocation of \$125,000 per Report PRS 2019-18 "2019-2023 Parks Five Year Capital Plan". The project is complete.
- The quotation for the Hurley Relief Drain & Branch was awarded to Nevan Construction for a total cost of \$139,289 excluding HST. Estimated project costs of \$119,500 were approved by Report PWES 2020-04 "Hurley Relief Branch Drain & Upper Part of Hurley Relief Drain". Total project costs are above the engineer's estimate but within the upset limit per the Drainage Act. Other than the cost to administer the project, the cost of constructing the project is 100% recoverable by affected lands including the Town's portion of land. There is not a confirmed start date at this time, but the project is scheduled to be complete by January 2021.

- The quotation for the Manhole Restoration project was awarded to Nasci Construction for a total cost of \$66,305 excluding HST. The low bid includes a \$6,000 contingency. The total costs are above the approved allocation per Report PWES 2019-49 "2020 - 2024 PWES Five Year Capital Plan". Administration will work with the contractor to reduce the costs to stay within the budgeted amount. The project is complete.
- The tender for the Asphalt Paving project was awarded to Coco Paving for a total cost of \$900,500 excluding HST. The total costs are below the approved allocation of \$1,100,000 per Report PWES 2019-49 "2020-2024 PWES Five Year Capital Plan". The project is complete.
- The tender for the Tar & Chip project was awarded to Shepley Road Maintenance for a total cost of \$159,900 excluding HST. The total costs are below the approved allocation per Report PWES 2019-49 "2020-2024 PWES Five Year Capital Plan". The project is complete.
- Elmara Construction was awarded the Town Hall Expansion project and as the Contractor in charge of the construction site, Administration requested a quote for carpeting and painting work within remaining areas of Town Hall. The total quotation price was \$177,860 excluding HST. The approved allocation for the carpet replacement per Report PRS-2019-15 was for \$80,000. The quote for the carpet replacement was \$89,400. Total projects costs are above the approved allocation as there was not an approved budget for painting. The project is in progress.
- Construction of land berms along the Lake St. Clair shoreline in response to the heightened risk of overland flooding has accumulated costs of \$273,000. An upset limit of \$500,000 was authorized by Council through Report FIRE-2020-05. The project is complete.
- The tender for the Supply of Vehicles was awarded to Finch Chevrolet Cadillac Buick GMC Ltd for a total of \$135,499 excluding HST. The total quotation price was above the approved allocation per RCM 45/20 of \$133,100. The deficit will be funded by the Lifecycle Fleet Reserve. The vehicles have been ordered with expected delivery of January 2021.
- The tender for the Supply of Multifunctional Copiers was awarded to Ricoh Canada for a total of \$44,872 excluding HST. The total quotation price was under the approved allocation of \$75,000. The copiers have been delivered.

Project surplus/deficits reduce the amount of reserve funds required and are adjusted through increasing or decreasing the transfer from reserve.

Consultations

All Departments

Financial Implications

Although forecasts indicate an operating surplus of \$1,326,000, it is important to note that projections are based on a number of estimates which can vary prior to year-end.

Administration will continue to closely monitor operations. It is also important to note that the Town will incur ongoing financial challenges as a result of COVID-19 and high lake levels in 2021 and in the absence of additional senior government assistance, Town reserves will be required to offset the tax burden on Town ratepayers.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Nick Meloche, CPA, B.Com
Financial Analyst Revenue

Reviewed by:

Zora Visekruna, MBA
Deputy Treasurer & Tax Collector

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	August 31, 2020 Variance Report Summary
2	Budget Variance Report – Operating Budget Items
3	Budget Variance Report – Capital Projects

Town of Tecumseh
August 31, 2020 Operating Variance Summary
Summary of All Units

Attachment 1

Department	2020 Approved Budget	2020 Year End Forecast	2020 Forecast Surplus/Deficit
Tax Supported			
Council	437,075	376,742	(60,333)
Corporate Shared	(16,197,429)	(16,774,280)	(576,851)
Administration	3,117,826	3,144,670	26,844
Fire	1,347,410	1,336,292	(11,118)
Police	3,421,664	3,386,043	(35,621)
Conservation Authority	282,674	282,611	(63)
Building	165,796	162,414	(3,382)
Other Protection	105,199	68,145	(37,054)
Emergency Measures	30,050	35,136	5,086
Public Works	2,166,182	2,074,363	(91,819)
Transit	98,770	98,768	(2)
Storm Sewers	421,274	373,574	(47,700)
Garbage Collection/Disposal	1,472,160	1,466,562	(5,598)
Golden Age Club	14,500	13,118	(1,382)
Parks	1,473,871	1,241,352	(232,519)
Arena	683,645	874,263	190,618
Pool	107,199	37,919	(69,280)
Recreation Other	48,869	9,677	(39,192)
Libraries & Culture	85,487	15,788	(69,699)
Planning & Zoning	717,769	677,856	(39,913)
Tax Supported		(1,098,987)	(1,098,987)
Rate Supported¹			
Sanitary Sewers		(31,745)	(31,745)
Waterworks System		(195,337)	(195,337)
Total Rate Supported		(227,082)	(227,082)
Total Summary of All Units		(1,326,069)	(1,326,069)

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

Attachment 2

Town of Tecumseh

August 31, 2020 Budget Variance

Significant budget items to note

Some common expenditure types affecting many departments throughout the corporation include:

- Electricity costs are anticipated to be less than budget due to favourable rates & lower overall usage as a result of COVID-19: \$145,000
- Direct non-budgeted COVID-19 non-payroll related costs projected : \$97,000
- Gasoline costs are anticipated to be less than budget due to favourable rates through 2020 than originally budgeted: \$42,000
- Flood mitigation and preparations costs are projected to total \$57,000 (excluding \$50,000 covered by transfer to reserves)
- Natural Gas is projected to be less than budget due to lower usage than anticipated: \$6,000
- Communication – cell phone anticipated to be less than budget due to decrease in cost of rate plans: \$5,000

Significant projected variances with department operating budgets are detailed in the following table:

Budget Item	Amount
Council – Wages & Benefits favourable due to lower than anticipated enrollment in health benefits and lower per-diem expenses as a result of COVID-19.	(21,000)
Council – Professional Development favourable due to cancellation or change in format of conferences.	(23,000)
Council – AMO/Other Committees under budget as in-person meetings are not currently being held.	(8,200)
Corporate Shared – Taxes are projected to be above budget due to various increases in property assessments and new construction, primarily in residential (\$103,000), Commercial (\$56,000) & Industrial (\$90,000).	(261,000)
Corporate Shared – Supplementary Taxes forecast to be below budget due to lower than anticipated assessment growth primarily due to delays in construction.	100,000

Budget Item	Amount
Corporate Shared – Ontario Specific Grants favourable due to receipt of Safe Restart Agreement funds for 2020.	(554,100)
Corporate Shared – Miscellaneous revenue greater than budget primarily due to WSIB NEER refund.	(8,000)
Corporate Shared – Provincial Offences Act fines projected below budget due to reduced ticketing and collections during COVID-19.	100,000
Corporate Shared – Penalties & Interest forecast to be unfavourable due to financial relief provided during the COVID-19 pandemic.	187,000
Corporate Shared – Municipal Drain Interest income favourable as new debentures were issued after the completion of the budget.	(6,000)
Corporate Shared – Tent/Hall Rental favourable as office trailer rental was not required during the year.	(6,000)
Corporate Shared – Donations favourable due to lower overall Lakeshore Community Services ridership as a result of COVID-19.	(5,000)
Corporate Shared – Tax Write-off expense under budget due to lower assessment appeal activity. Larger favourable variance by year end possible.	(137,000)
CAO – Transfer from Lifecycle not required due to cancellation of Business Retention & Expansion Program.	20,000
CAO – Wages & Benefits favourable primarily due to gapping and lower than budgeted health enrollment.	(30,000)
CAO – Professional Development favourable due to cancellation or switch to virtual events.	(11,000)
CAO – Professional fees – Legal favourable, reducing transfer to reserve. No net impact.	0
CAO – Professional Fees – Other favourable due to lower projected total activity than anticipated.	(36,000)

Budget Item	Amount
CAO – Travel & Mileage projected to be favourable due to lower than typical activity, in addition to the impact of COVID-19.	(6,000)
ICS – Wages & Benefits favourable as summer student was not hired due to COVID-19, as well as lower health and disability rates than anticipated.	(9,000)
Financial Services – Wages & Benefits favourable, primarily due to salary gapping and position vacancies during the year.	(55,000)
Corporate Services & Clerks – Licences & Permits revenue unfavourable due to closures as a result of COVID-19.	152,000
Corporate Services & Clerks – Wages & Benefits favourable due to lower health and disability rates than anticipated.	(8,000)
Corporate Services & Clerks – Professional Development favourable due to cancellation of conferences as a result of COVID-19.	(8,000)
Corporate Services & Clerks – Public Relations favourable due to inability to hold Volunteer Appreciation Night during COVID-19.	(5,000)
Human Resources – Education/Seminar Fees favourable due to the cancellation of events as a result of COVID-19.	(10,000)
Human Resources – Professional Fee – Legal unfavourable due to various employment matters.	52,000
Youth Advisory Committee – received non-budgeted RBC Future Launch Community Challenge Grant funding of \$15,000 – project and expenditures anticipated to proceed in 2021, net budget impact is zero.	0
Youth Advisory Committee – Budget not expended due to cancellation of events as a result of COVID-19.	(10,000)
Fire – Overall revenues expected to come less than budget primarily due to reduced call volumes.	8,000
Fire – Wages & Benefits favourable, primarily due to a reduction in service calls, as well as reduced Firefighter training due to COVID -19 restrictions, partially offset by	(10,000)

Budget Item	Amount
temporary overlapping of roles and unbudgeted retirement payout.	
Police – Alarm Registration favourable due to greater number of registrations than anticipated.	(10,000)
Police – O.P.P Reports & Clearances unfavorable due to restrictions as a result of COVID-19 and the move to an on-line platform.	13,000
Police – Contracts anticipated to be favourable as special events policing will not required due to cancellation of events.	(20,000)
Police Services Board – Professional Development favourable due to the cancellation of the OAPSB conference as a result of COVID-19.	(9,000)
By-Law Enforcement – Administration Fees projected to be unfavourable due to lower than anticipated enforcement fees as a result of COVID-19.	5,000
By-law – Maintenance Service – Fees incurred for property cleanup, \$16,000, offset by recoveries from property owners.	0
Animal Control – Dog Licences unfavourable due to lower than anticipated revenue as a result of COVID-19.	7,000
Animal Control – Miscellaneous Service favourable primarily due to costs related to Commissionaires not incurred for 2020 as a result of COVID-19.	11,000
Roadways – Miscellaneous Revenue favourable due to cost recoveries from damage to public property.	(34,000)
Roadways – Culvert/Driveway Permits favourable due to a greater number of permits issued than anticipated.	(8,000)
Roadways – Wages & Benefits unfavourable due to increased roadway allocation as a result of less winter control activity, partially offset by salary gapping and position vacancies.	15,000

Budget Item	Amount
Roadways – Vehicle Parts & Service unfavourable due to significant repairs required as a result of corrosion damage to both backhoes.	35,000
Roadways – Roadside Maintenance – Materials & supplies greater than budgeted as additional stone for shouldering operations was required.	14,000
Roadways – Roadside Maintenance – Maintenance Service favourable due to lower expected ditching costs.	(9,000)
Roadways – Tecumseh Hamlet Secondary Plan – Professional Fee – Engineer greater than budget due to project timing. Offset by Transfer from Reserve so no net budget impact.	0
Crossing Guards – Wages & Benefits favourable due to vacancies as a result of COVID-19.	(33,000)
Winter Control – Wages & Benefits projected to be favourable due to mild winter weather.	(25,000)
Winter Control – Salt favourable due to lower than anticipated costs incurred. Variance subject to change depending on weather in November and December.	(68,000)
Transit – Grants projected to be favourable due to receipt of Safe Restart grant.	(25,000)
Transit – Bus Fare unfavourable as service was provided for free during COVID-19 emergency. Charging of fares resumed in September, but ridership has been well below average and is anticipated to remain below average the remainder of the year.	25,000
Street Lighting – Maintenance Services projected to be greater than budget due to greater number of repairs than anticipated.	5,000
Storm Sewer System – Miscellaneous Revenue favourable primarily due to receipt of Great Lakes WEDGE Award	(11,000)
Storm Sewer System – Computer Support/Software favourable as no costs are anticipated to be incurred in 2020.	(5,000)
Storm Sewer System – Professional Development favourable due to cancellation of seminars and training due to COVID-19.	(9,000)

Budget Item	Amount
Storm Sewer System – Budgeted one-time contract costs re: lake level mitigation not required; reduces corresponding reserve transfer so no net impact.	0
Parks – Canada Specific Grants favourable as summer student funding approved.	(55,000)
Parks – User Charges unfavourable, primarily due to loss of rentals as a result of community event cancellations. Minimal pavilion rentals expected the remainder of the year.	25,000
Parks – Wages & Benefits favourable, primarily due to reduced student hours as a result of COVID-19.	(180,000)
Parks – Materials & Supplies favourable due to reduction in flower and mulch purchases.	(7,000)
Parks – Tree Trimming and Removal unfavourable due to additional trimming required per Town Arbourist.	6,000
Parks – Miscellaneous Service favourable primarily due to minimal porta-john rentals incurred during 2020 as a result of COVID-19.	(18,000)
Parks Buildings – Grants favourable as receipt of Canada Summer Jobs grant was not budgeted.	(7,000)
Parks Buildings – User Charges unfavourable due to loss of community centre rentals as a result of COVID-19. Rentals resumed third week of September.	9,000
Parks Buildings – Wages & Benefits favourable due to decrease in parks student hours as a result of COVID-19.	(15,000)
Arena – Grants favourable as receipt of Canada Summer Jobs grant was not originally budgeted.	(8,000)
Arena – User Charges, primarily ice rentals, unfavourable due to closures as a result of COVID-19.	321,000
Arena – Wages & Benefits favourable, primarily due to position vacancies as a result of COVID-19 and lower health & disability rates than anticipated.	(58,000)
Arena – Building R & M Purchases, Equipment Parts and Building Maintenance favourable as less repairs are anticipated than originally budgeted.	(12,000)

Budget Item	Amount
Arena – Professional Development favourable due to cancellation of training and events as a result of COVID-19.	(7,000)
Arena – Miscellaneous Service unfavourable due to unplanned temporary personnel services required as a result of a temporary vacancy.	16,000
Arena – Financial Expense favourable primarily due to less than anticipated credit card transaction fees due to the closure of the Arena as a result of COVID-19.	(8,000)
Arena – Transfer to reserves less than budget primarily due to reduced capital surcharges and deficit in advertising revenue as a result of COVID-19.	(13,000)
Recreation Programs – Grants favourable as confirmed funding greater than originally anticipated.	(9,000)
Recreation Programs – User Charges unfavourable due to cancellation of Summer Day Camp and modified programs as a result of COVID-19.	103,000
Recreation Programs – Wages & Benefits favourable due to cancellation of programs as a result of COVID-19.	(55,000)
Recreation Programs – Total of all expenditures (other than wages noted above) favourable due to cancellation of programs as a result of COVID-19.	(24,000)
Arena Concessions – Sales unfavourable due to the closure of the arena concessions due to COVID-19.	55,000
Arena Concessions – Wages & Benefits favourable due to closure of arena concessions.	(21,000)
Area Concessions – Purchases favourable due to the closure of the arena concessions.	(29,000)
Pool – Grants unfavourable as the pool closed for 2020 due to COVID-19.	15,000
Pool – User Charges unfavourable as the pool closed for 2020 due to COVID-19.	138,000

Budget Item	Amount
Pool – Wages & Benefits favourable as the pool closed for 2020 due to COVID-19.	(170,000)
Pool – Maintenance Materials & Supplies favourable as the pool closed for 2020 due to COVID-19.	(22,000)
Pool – Building Maintenance favourable as less building repairs are anticipated compared to budget.	(7,000)
Corn Festival – Net Expenditures under budget due to the cancellation of the 2020 festival as a result of COVID-19.	(65,000)
Christmas in Tecumseh – Net Expenditures favourable due to the cancellation of traditional programs as a result of COVID-19. The forecast includes a provision for a modified program.	(12,000)
Special Events – Net Expenditures favourable due to various cancellations as a result of COVID-19.	(27,000)
Planning and Zoning – Professional Development under budget as a result of COVID-19	(5,000)
Planning and Zoning – Tecumseh Hamlet Secondary Plan – Professional Services favourable due to delays in project as a result of COVID-19. Decreases the transfer from reserve so no net budget impact.	0
Planning and Zoning – Official Plan – Professional Fee – Legal favourable as costs are not anticipated until 2021. Decreases transfer from reserve so no net impact.	0
Planning and Zoning – Development Charge Study – Professional Fee – Other favourable due to delays in related legislation. Decreases the transfer from reserve so no net budget impact.	0
Planning and Zoning – Community Benefit Charge – Professional Fees – Other favourable as provincial passage of legislation was significantly delayed. Decreases transfer from reserve so no net budget impact.	0
Planning and Zoning – Grants under budget due to lower than anticipated participation in CIP grant program. Balance transferred to reserve so no net impact.	0

Budget Item	Amount
Planning and Zoning – Oldcastle Lands Study – Professional Services favourable due to delays as a result of COVID-19. Decreases transfer from reserve so not net impact.	0
COA – Wages & Benefits favourable due to reduction in meetings and per diems as a result of COVID-19.	(13,000)
COA – Professional Development favourable due to cancellation of OACA conference as a result of COVID-19.	(11,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated surplus of \$1,099,000.

Rate-Supported

Significant variations from budget are expected to be:

Budget Item	Amount
Sanitary Sewer – Residential charges unfavourable due to lower than anticipated consumption.	48,000
Sanitary Sewer – Wages & Benefits favourable due to salary gapping of various positions and lower health/disability rates than anticipated.	(26,000)
Sanitary Sewer – Materials & Supplies unfavourable due to unanticipated repairs required as a result of flood preparation.	7,000
Sanitary Sewer – Maintenance Service favourable due to lower costs incurred than originally anticipated.	(11,000)
Sanitary Sewer – Contracts unfavourable due to greater than anticipated volumes, offset by a favourable rate charged for treatment costs.	20,000
Sanitary Sewer – Professional Fee – Engineer favourable due to lower than anticipated costs incurred for 2020.	(7,000)
Sanitary Sewer – Grants favourable due to lower intake of subsidy programs as a result of COVID-19.	(51,000)

Budget Item	Amount
Water – Residential Sales favourable due to higher than anticipated consumption. It is reasonable to assume higher consumption could be attributed to COVID-19 Phase 1.	(112,000)
Water – Non-Residential Sales unfavourable due to lower consumption than anticipated. It is reasonable to assume lower consumption could be attributed to COVID-19 Phase 1.	112,000
Water – Lakeshore Commercial Sales favourable due to higher than anticipated consumption.	(10,000)
Water – Wages & Benefits favourable primarily due to salary gapping, temporary position vacancies and lower health/disability rates than anticipated.	(85,000)
Water – Professional Development favourable due to cancellation of courses and training as a result of COVID-19.	(13,000)
Water – Materials & Supplies unfavourable due to unanticipated costs related to repairing & replacing hydrants, and installation of breakaway kits on at risk hydrants in the event of a flood.	33,000
Water – Equipment Purchases unfavourable due the unanticipated need to purchase hydrant flushing units.	6,000
Water – Water Purchases favourable as total actual consumption is projected to be lower than anticipated.	(133,000)
Water – Maintenance Services unfavourable primarily due to an unanticipated major watermain break.	16,000
Water – Professional Fees – Other favourable due to lower total costs expected to be incurred than anticipated.	(10,000)
Water – Bad Debt Expense favourable as accounts were not being written-off due to current COVID-19 protocols.	(7,000)

Numerous accounts with favourable and unfavourable variances of under \$5,000 along with the above-noted items contribute to the estimated operating surplus for rate-supported departments of \$227,000.

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

Department	Cost Centre	Project Name	Previously Approved Budget Amount	2020 Budget Amount	Total Costs in Capital Works Plan	Amount Completed as of Aug. 31, 2020	% Completed as of Aug. 31, 2020	Projected Costs as of Dec. 31, 2020	Comments
Arena	9999	Building - Environmental Control System	\$ 45,000	\$ -	\$ 45,000	\$ 45,000	100.0%	\$ 45,000	10% left to bill. This will show up below in line 13 below
Arena	9999	Rink Spectator Netting Replacement	\$ 18,000	\$ -	\$ 18,000	\$ 12,900	71.7%	\$ 12,900	complete
Arena	1917	Sportsplex - Architect Grant Non Eligible Portion	\$ -	\$ 280,952	\$ 280,952	\$ 138,439	49.3%	\$ 166,752	CS&P Fees for Architect Service
Arena	1917	Sportsplex - Architect Construction Phase	\$ -	\$ 2,690,189	\$ 2,690,189	\$ -	0.0%	\$ -	N/A
Arena	1917	Sportsplex - Construction Non Rebateable HST	\$ -	\$ 52,325,019	\$ 52,325,019	\$ -	0.0%	\$ -	N/A
Arena	1917	McAuliffe Diamond Upgrade Artificial Infield	\$ -	\$ 500,000	\$ 500,000	\$ -	0.0%	\$ -	N/A
Arena	9999	Environmental Control System	\$ -	\$ 7,000	\$ 7,000	\$ 902	12.9%	\$ 7,000	see line 7 above
Arena	9999	Rink A Brine Pump and Chiller Replacement	\$ -	\$ 200,000	\$ 200,000	\$ 170,024	85.0%	\$ 170,024	complete
Arena	9999	Replacement (2) HVAC Units	\$ -	\$ 28,000	\$ 28,000	\$ -	0.0%	\$ -	Carry over to 2021
Arena	9999	Second Floor Kitchen Renovation	\$ -	\$ 10,000	\$ 10,000	\$ 9,901	99.0%	\$ 9,901	complete
Arena	9999	Dressing Room HVAC Unit Upgrades	\$ -	\$ 6,000	\$ 6,000	\$ 5,975	99.6%	\$ 5,975	complete
Arena	9999	New Door and Insulation for Referees Room	\$ -	\$ 5,000	\$ 5,000	\$ 4,820	96.4%	\$ 4,820	complete
Arena	varies	Annual General Lifecycle Repairs	\$ -	\$ 10,000	\$ 10,000	\$ 1,933	19.3%	\$ 10,000	holding for other repairs
Arena	9999	Rink B Brine Line Replacement	\$ -	\$ 43,000	\$ 43,000	\$ 44,102	102.6%	\$ 44,102	complete
Arena	9999	Arena Water Line Repairs	\$ -	\$ -	\$ -	\$ 33,576	0.0%	\$ 33,576	Emergency water line repairs not budgeted
Arena	N/A	Sports Plex Architect Fees Phasing	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 65,000	Item no in Budget. Architect fees to cost phasing in project Infrastructure Reserve PRS -2020-25
Arena	-	Total Arena	\$ 63,000	\$ 56,105,160	\$ 56,168,160	\$ 467,572	0.8%	\$ 575,050	
Pool	9999	Pump Replacement	\$ -	\$ 10,000	\$ 10,000	\$ 3,277	32.8%	\$ 3,277	complete
Pool	9999	Refurbish Tot Pool	\$ -	\$ 23,000	\$ 23,000	\$ 17,801	77.4%	\$ 17,801	complete
Pool	9999	Lap Pool Boiler Replacement	\$ -	\$ 17,000	\$ 17,000	\$ 16,174	95.1%	\$ 16,174	complete
Pool	-	Total Pool	\$ -	\$ 50,000	\$ 50,000	\$ 37,252	74.5%	\$ 37,252	
Buildings	1916	Town Hall Environmental Control System (BMS)	\$ -	\$ 30,000	\$ 30,000	\$ 23,664	78.9%	\$ 26,000	waiting for final billing
Buildings	9999	Environmental Building Interior Upgrades	\$ -	\$ 15,000	\$ 15,000	\$ 3,985	26.6%	\$ 15,000	Brad will take on the rest internally and use funds to purchase and his staff complete the work
Buildings	9999	Environmental Building Garage Exhaust System	\$ -	\$ 22,000	\$ 22,000	\$ 21,590	98.1%	\$ 21,590	complete
Buildings	9999	St. Clair Beach Community Centre Interior Upgrades	\$ -	\$ 12,000	\$ 12,000	\$ 12,136	101.1%	\$ 12,136	complete waiting on training
Buildings	2002	Cada Library Architectal Services	\$ -	\$ 60,000	\$ 60,000	\$ -	0.0%	\$ -	Project will be carried over to 2021
Buildings	9999	Town Hall HVAC Replacement (3) Units	\$ -	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ -	Carry over to 2021 due to Town Hall Construction
Buildings	9999	Town Hall Flooring Replacement	\$ -	\$ 80,000	\$ 80,000	\$ -	0.0%	\$ 80,000	Shaun took over this part with expansion project waiting to get update
Buildings	4040	Carling Pavilion Replacement	\$ -	\$ 45,000	\$ 45,000	\$ -	0.0%	\$ -	Carry over to 2021 due to Town Hall Construction
Buildings	4371	St Mary's Pavilion Roof Replacement	\$ -	\$ 10,000	\$ 10,000	\$ 9,969	99.7%	\$ 9,969	complete
Buildings	9999	McCord Lane Salt Shed Roof Replacement	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%	\$ 44,000	Kirby taking care of this
Buildings	9999	Fire Hall #1 Concrete Pad Refurbishment	\$ -	\$ 20,000	\$ 20,000	\$ 23,777	118.9%	\$ 23,777	had to repair pavement around pad not originally taken into consideration of project
Buildings	-	Total Buildings	\$ -	\$ 374,000	\$ 374,000	\$ 95,121	25.4%	\$ 232,472	
Fire	9999	4 Swiss Phone Pagers	\$ -	\$ 3,000	\$ 3,000	\$ 2,552	85.1%	\$ 2,552	no comment
Fire	9999	8 Firefighter Helmets	\$ -	\$ 4,000	\$ 4,000	\$ 5,110	127.8%	\$ 5,110	Due to unanticipated new hires in 2020
Fire	9999	10 Leather Boots	\$ -	\$ 5,000	\$ 5,000	\$ 7,143	142.9%	\$ 7,143	Due to unanticipated new hires in 2020
Fire	9999	8 Sets of Firefighter Bunker Gear	\$ -	\$ 20,800	\$ 20,800	\$ 23,381	112.4%	\$ 23,381	Due to unanticipated new hires in 2020
Fire	9999	Replacement of SCBA Equipment (amendment)	\$ -	\$ 305,900	\$ 305,900	\$ 307,378	100.5%	\$ 307,378	no comment
Fire	-	Total Fire	\$ -	\$ 338,700	\$ 338,700	\$ 345,565	102.0%	\$ 345,564	

Department	Cost Centre	Project Name	Previously Approved Budget Amount	2020 Budget Amount	Total Costs in Capital Works Plan	Amount Completed as of Aug. 31, 2020	% Completed as of Aug. 31, 2020	Projected Costs as of Dec. 31, 2020	Comments
Fleet-Public Works	9999	PW 07-11-3500 Dump Body	\$ -	\$ 65,000	\$ 65,000	\$ -	0.0%	\$ 65,013	Has been ordered, but it would be delivered in January 2021 (it was retendered later during the year, delaying delivery). Cost estimated as of December in case is received before January
Fleet-Public Works	9999	PW 04-10 Single Axle Plow Truck	\$ -	\$ 275,000	\$ 275,000	\$ -	0.0%	\$ -	Cancelled for 2020 as it was overbudget. Will be retendered early 2021 with a higher budget
Fleet-Public Works	-	Subtotal Fleet-Public Works	\$ -	\$ 340,000	\$ 340,000	\$ -	0.0%	\$ 65,013	
Fleet-Water	9999	W 04-12 2500 Service Truck		\$ 60,000	\$ 60,000		0.0%		Cancelled for 2020 as it was overbudget. Will be retendered early 2021 with a higher budget
Fleet-Water	9999	WE 10-04 Trailer	\$ 2,600	\$ -	\$ 2,600		0.0%	\$ 2,600	Will be purchased close to year end
Fleet-Water	-	Subtotal Fleet-Water	\$ 2,600	\$ 60,000	\$ 62,600	\$ -	0.0%	\$ 2,600	
Fleet-Parks	9999	P 12-09 Kubota B3030 Tractor	\$ -	\$ 35,000	\$ 35,000	\$ 35,794	102.3%	\$ 35,794	no comment
Fleet-Parks	9999	P31-16 Jacobson R311T Mower	\$ -	\$ 80,000	\$ 80,000	\$ 75,200	94.0%	\$ 75,200	Delivered and in operation.
Fleet-Parks	9999	P 22-14 Landscape Trailer	\$ -	\$ 6,000	\$ 6,000	\$ 6,823	113.7%	\$ 6,823	no comment
Fleet-Parks	9999	P 23-12 Landscape Trailer	\$ -	\$ 7,500	\$ 7,500	\$ 9,387	125.2%	\$ 9,387	no comment
Fleet-Parks	9999	P (32-34)-17 Kubota ZD1211 Mower (3)	\$ -	\$ 54,000	\$ 54,000	\$ 48,662	90.1%	\$ 48,662	Delivered and in operation
Fleet-Parks	9999	P 35-17 Kubota ZD 1211 Mower	\$ -	\$ 19,000	\$ 19,000	\$ 16,221	85.4%	\$ 16,221	Delivered and in operation he purchased 4
Fleet-Parks	9999	P 41-05 Aerator	\$ -	\$ 10,000	\$ 10,000	\$ 15,162	151.6%	\$ 15,162	Difference may due to trade-in was considered in Capital Works Plan. Actual amounts are not deducting trade-ins in this spreadsheet
Fleet-Parks	-	Subtotal Fleet-Parks	\$ -	\$ 211,500	\$ 211,500	\$ 207,249	98.0%	\$ 207,249	
Fleet-Building	9999	B 02-10 1500 Pickup Truck	\$ -	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ 31,450	Has been ordered, but it would be delivered in January 2021 (it was retendered later during the year, delaying delivery). Cost estimated as of December in case is received before January
Fleet-Building	-	Subtotal Fleet-Building	\$ -	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ 31,450	
Fleet-Recreation	9999	AE 04-98 Zamboni	\$ 110,000	\$ -	\$ 110,000	\$ 111,216	101.1%	\$ 111,216	Delivered and in operation
Fleet-Recreation	9999	M 03-20 1500 Pickup Truck	\$ -	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ 30,886	Has been ordered, but it would be delivered in January 2021 (it was retendered later during the year, delaying delivery). Cost estimated as of December in case is received before January
Fleet-Recreation		Subtotal Fleet-Recreation	\$ 110,000	\$ 30,000	\$ 140,000	\$ 111,216	79.4%	\$ 142,102	
Fleet-Outfitting	9999	Subtotal Fleet-Outfitting	\$ 0	\$ 13,500	\$ 13,500	\$ 8,100	60.0%	\$ 8,100	ask-not found in G/L
Fleet	-	Total Fleet	\$ 112,600	\$ 685,000	\$ 797,600	\$ 326,564	40.9%	\$ 456,513	
IT	9999	Copiers (carry forward)	\$ 75,000	\$ -	\$ 75,000	\$ -	0.0%	\$ 44,723	Came in under budget
IT	9999	PC Replacements	\$ -	\$ 20,000	\$ 20,000	\$ 21,877	109.4%	\$ 26,000	Did a few more replacements due to COVID and work at home requirements
IT	9999	Network Upgrades	\$ -	\$ 15,000	\$ 15,000	\$ 17,286	115.2%	\$ 20,000	Most of this was for network security - we should look at setting up a separate area going forward for network security
IT	9999	Video Surveillance	\$ -	\$ 6,000	\$ 6,000	\$ -	0.0%	\$ 6,000	Q4
IT	9999	A/V Systems	\$ -	\$ 5,000	\$ 5,000	\$ -	0.0%	\$ 5,000	Q4
IT	9999	Miscellaneous Software	\$ -	\$ 3,000	\$ 3,000	\$ -	0.0%	\$ 500	Some minor additions in Q4
IT	9999	Fire Department Software	\$ -	\$ 20,000	\$ 20,000	\$ -	0.0%	\$ -	Not this year - carry over to 2021
IT	9999	Data Backup Solution	\$ -	\$ 8,000	\$ 8,000	\$ -	0.0%	\$ -	Not this year -carry over to 2021
IT	-	Total IT	\$ 75,000	\$ 77,000	\$ 152,000	\$ 39,163	25.8%	\$ 102,223	

Department	Cost Centre	Project Name	Previously Approved Budget Amount	2020 Budget Amount	Total Costs in Capital Works Plan	Amount Completed as of Aug. 31, 2020	% Completed as of Aug. 31, 2020	Projected Costs as of Dec. 31, 2020	Comments
Parks	4234	Lakewood North - Historical Storyboard Installation	\$ 10,000	\$ -	\$ 10,000	\$ -	0.0%	\$ -	Carry over to 2021
Parks	4371	St Marys Park Walkway at splashpad	\$ 10,000	\$ -	\$ 10,000	\$ -	0.0%	\$ 10,000	Will complete fall 2020.
Parks	varies	Park Sign Replacements various parks	\$ 15,000	\$ -	\$ 15,000	\$ -	0.0%	\$ 15,000	Will place order fall 2020.
Parks	varies	In Ground Garbage Containers	\$ 20,000	\$ -	\$ 20,000	\$ -	0.0%	\$ -	No need for further containers.
Parks	9999	Parks, Recreation & Trails Master Plan Update	\$ 45,000	\$ -	\$ 45,000	\$ -	0.0%	\$ -	Carry over to 2021
Parks	4250	McAuliffe Park Washroom Renovation	\$ 15,000	\$ -	\$ 15,000	\$ -	0.0%	\$ -	Carry over to 2021 for an adult change table
Parks	4131	Optimist Park playset replacement	\$ 100,000	\$ -	\$ 100,000	\$ -	0.0%	\$ -	Defer to early spring 2021 completion.
Parks	varies	Various - Park Bench Replacement and Installation	\$ -	\$ 15,000	\$ 15,000	\$ 15,800	105.3%	\$ 15,800	Complete.
Parks	varies	Sports Fields Top Dressing Overseeding	\$ -	\$ 15,000	\$ 15,000	\$ 16,072	107.1%	\$ 16,072	Complete
Parks	varies	Install Manufactured Wood Chips under Play Sets	\$ -	\$ 18,000	\$ 18,000	\$ -	0.0%	\$ 18,000	Will complete fall 2020.
Parks	N/A	Annual Project Allocations TBD	\$ -	\$ 25,000	\$ 25,000	\$ 10,352	41.4%	\$ 25,000	Additional drainage required at Lakewood & Pickelball repairs Shawanone park
Parks	4250	McAuliffe Park - Bleacher Replacement	\$ -	\$ 8,000	\$ 8,000	\$ 9,000	112.5%	\$ 9,000	Complete
Parks	4371	St Marys Park Irrigation for infield	\$ -	\$ 8,000	\$ 8,000	\$ -	0.0%	\$ 5,500	Will complete fall 2020.
Parks	4234	Lakewood Park Drainage	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	100.0%	\$ 20,352	Complete, included additional required work.
Parks	varies	Baseball Infield Clay various parks	\$ -	\$ 18,000	\$ 18,000	\$ 9,000	50.0%	\$ 12,000	3 diamonds complete with 1 more for fall 2020
Parks	4022	Buster Reaume playset replacement	\$ -	\$ 50,000	\$ 50,000	\$ -	0.0%	\$ -	Defer to early spring 2021 completion.
Parks	4230	Lacasse Grandstand Replacement design	\$ -	\$ 60,000	\$ 60,000	\$ -	0.0%	\$ -	Carry over to 2021
Parks	4070	Dorset playset replacement	\$ -	\$ 35,000	\$ 35,000	\$ -	0.0%	\$ -	Defer to early spring 2021 completion.
Parks	4071	Dresden playset replacement	\$ -	\$ 35,000	\$ 35,000	\$ -	0.0%	\$ -	Defer to early spring 2021 completion.
Parks	4234	Lakewood Park Pier decking replacement	\$ -	\$ 125,000	\$ 125,000	\$ 121,185	96.9%	\$ -	Complete
Parks	4234	Community Electronic LED Sign Message Displays - Lakewood	\$ -	\$ 65,000	\$ 65,000	\$ -	0.0%	\$ -	Carry over 1st quarter 2021
Parks	4250	Community Electronic LED Sign Message Displays - McAuliffe	\$ -	\$ 65,000	\$ 65,000	\$ -	0.0%	\$ -	Carry over 1st quarter 2021
Parks	4250	Splash Pad - McAuliffe Park	\$ -	\$ 250,000	\$ 250,000	\$ 226,104	90.4%	\$ 226,104	Complete
Parks	4999	Tree Planting	\$ -	\$ 30,000	\$ 30,000	\$ -	0.0%	\$ 20,000	Late fall completion
Parks	-	Total Parks	\$ 215,000	\$ 832,000	\$ 1,047,000	\$ 417,513	39.9%	\$ 392,828	

Project Manager	Cost Centre	Project Name	Previously Approved Budget Amount	2020 Budget Amount	Future Costs	Total Costs in Capital Works Plan	% Completed as of Aug. 31, 2020	% Estimated Complete as of Dec. 31, 2020	Comments
Phil	TBD	2020 Water and Wastewater Rates Study	\$ -	\$ 20,000	\$ -	\$ 20,000	0%	0%	Finance is the project lead. Study is being carried forward to 2021
John	1804	Bridge #1013 - Merrick Creek at 8th Concession	\$ 250,300	\$ -	\$ -	\$ 250,300	95%	100%	Construction started July 22, 2020
John	2007	Bridge & Culvert Needs Study (>3m Span)	\$ -	\$ 39,000	\$ -	\$ 39,000	20%	100%	Project started July 2020
Brad	2001	CR11/STR Roundabout - Advanced Watermain Modifications (amendment)	\$ -	\$ 30,000	\$ -	\$ 30,000	100%	100%	Advanced watermain modifications completed in May
John	2009	CR42/43 Const. including 12th&Banwell Watermains	\$ -	\$ 825,950	\$ 1,083,750	\$ 1,909,700	4%	5%	County construction project is not proceeding this year, however, detailed storm, sanitary and water designs are being finalized.
John	2008	CR42: CR19 to CR43 (Sidewalks and Bike Lanes)	\$ -	\$ 90,000	\$ 618,500	\$ 708,500	0%	0%	County construction project is not proceeding this year
John	1910	Cty Rd 46/Webster/Laval Sanitary Sewer Extension	\$ 370,250	\$ 75,000	\$ 4,715,550	\$ 5,160,800	75%	78%	Design is progressing
John	1911	Del Duca Drive Sanitary Sewer	\$ 297,350	\$ 75,000	\$ 2,735,650	\$ 3,108,000	68%	70%	Design is progressing
Kirby	1904	Expansion/Improvements PW Yard (North)	\$ 30,000	\$ -	\$ -	\$ 30,000	40%	70%	Work is ongoing
John/Brad	1808	Hwy#3/County Road 11 Watermain Replacement	\$ 134,600	\$ 2,182,100	\$ -	\$ 2,316,700	0%	40%	Scheduled to start November 2020 due to availability of pipe material
John	2006	Lanoue Street Improvements	\$ -	\$ 363,300	\$ 1,300,700	\$ 1,664,000	20%	25%	Detailed design for Lanoue 75% complete, Lakeshore tendered intersection work mid-July 2020. No intersection improvements completed as of August 31, 2020
Kirby	2005	Lesperance/VIA Rail Improvements	\$ -	\$ 186,000	\$ 1,348,700	\$ 1,534,700	0%	0%	On hold pending results of funding application
Kirby	1909	Manhole Restoration Program	\$ 100,000	\$ 50,000	\$ -	\$ 150,000	100%	100%	Nasci Completed Week of Sept 21st, 2020
	N/A	Manning Road Pump Station – Fish Pond Inlet Erosion Repair (Amendment)	\$ -	\$ 100,000	\$ -	\$ 100,000	0%	15%	No comment
John	1719	Manning Road Reconstruction - Phase 3	\$ 180,000	\$ 48,000	\$ 6,554,800	\$ 6,782,800	70%	100%	Design and Tender Documents are progressing
John	1718	Manning Road/ETLD Drain Relocation - Phase 2	\$ 260,000	\$ 43,000	\$ 6,499,500	\$ 6,802,500	80%	100%	Design and Tender Documents are progressing
John/Phil	1921	MRSPA _ Stormwater Facility	\$ 40,000	\$ 2,740,000	\$ 9,955,000	\$ 12,735,000	60%	65%	Property has been acquired (purchase price still subject to appeal by previous owner). FSR update underway. Final design has not started.
John	9999	Oldcastle Storm Drainage Master Plan	\$ 450,000	\$ -	\$ -	\$ 450,000	95%	98%	In progress. Switched to Landmark Engineering. Draft report nearing completion. Delayed due to Covid-19. Province has requested funding extension for NDMP beyond March 31, 2020.
Phil/Kirby	1703	Riverside Drive Trail	\$ 850,000	\$ -	\$ -	\$ 850,000	50%	50%	PIC No.2 held in June 2018. Waiting to report back to Council in Fall 2020
Kirby	0002	Road Paving - Asphaltting	\$ -	\$ 1,100,000	\$ -	\$ 1,100,000	65%	100%	Cocco onsite, majority of work started will be completed by Oct 15
Kirby	0002	Road Paving - Crack Sealing	\$ -	\$ 100,000	\$ -	\$ 100,000	100%	100%	Work Completed
Kirby	0002	Road Paving - Tar & Chip	\$ -	\$ 100,000	\$ -	\$ 100,000	100%	100%	Work completed, waiting to release Holdback
John	1913	Sanitary Sewer Model Update & Flow Monitoring	\$ 250,000	\$ 45,000	\$ -	\$ 295,000	85%	100%	Flow monitoring nearing completion, model calibration continuing

Project Manager	Cost Centre	Project Name	Previously Approved Budget Amount	2020 Budget Amount	Future Costs	Total Costs in Capital Works Plan	% Completed as of Aug. 31, 2020	% Estimated Complete as of Dec. 31, 2020	Comments
John	1915	Scully & St. Mark's Storm PS/Riverside Drive	\$ 797,250	\$ -	\$ 15,756,050	\$ 16,553,300	2%	40%	Start was delayed pending results of DMAF 2. PSA signed with Dillon. Project started mid-July 2020
John/Phil	2010	Shoreline Management Plan	\$ -	\$ 350,000	\$ -	\$ 350,000	8%	30%	PSA signed with Zuzek Inc. Project started late July 2020
Kirby	0001	Sidewalk Repair Program - Various Locations	\$ -	\$ 69,000	\$ -	\$ 69,000	85%	100%	Will try and replace some small areas in October
Kirby	2013	St. Marks Pumping Station (Amendment)	\$ -	\$ 36,400	\$ -	\$ 36,400	100%	100%	Lektor completed works on pump
Phil	2011	Stormwater Rate Study	\$ -	\$ 45,000	\$ -	\$ 45,000	70%	95%	Consultant is working on report. Aiming to present to Council in Fall 2020
John	1807	Sylvestre Drive Sanitary Sewer Extension	\$ 285,000	\$ -	\$ 1,574,900	\$ 1,859,900	90%	90%	EA completed. Part XII By-Law, detailed design and tender documents progressing. Waiting for information from Hydro One
John/Phil	2012	Tecumseh Hamlet EA and Functional Servicing Study	\$ -	\$ 310,000	\$ 445,000	\$ 755,000	25%	40%	SWM analysis is approx. 35% complete - Slight delay waiting for recommendations from the City's on going Little River Floodplain Study
John	1609/1625	Tecumseh Road CIP - Streetscape Plan & Final Design	\$ 1,604,700	\$0	\$ 31,149,739	\$ 32,754,439	90%	100%	Reported to council in Spring 2019. Work continuing as planned
Kirby	2003	Tecumseh Road Path - Arlington to DM Eagle	\$ -	\$ 100,000	\$ -	\$ 100,000	0%	0%	Postponed to 2021 due to Covid-19 and Lake Flood Preparedness works
John	1918	Tecumseh Road Sanitary - Lesperance to Southfield	\$ 150,000	\$ 2,917,700	\$ -	\$ 3,067,700	50%	100%	Project started August 2020, Project will likely be \$200,000 (+) under approved budget in Tender Award Report due to postponement of excess soil regulation, construction efficiencies, etc.
Phil	2004	Tecumseh Sigange Project	\$ -	\$ 16,000	\$ -	\$ 16,000	60%	75%	Consultant's report is complete. Administration to bring report to Council
Kirby	1902	Traffic Signal Controller Update	\$ 150,000	\$ -	\$ -	\$ 150,000	30%	80%	Controllers ordered with Essex County-Work to be done in October
-	-	Total	\$ 6,199,450	\$ 12,056,450	\$ 83,737,839	\$ 101,993,739	\$ -	-	N/A



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: October 27, 2020

Report Number: FS-2020-16

Subject: Mediation/Arbitration with Windsor Utilities Commission (WUC)
Respecting the Bulk Water Supply Agreement

Recommendations

It is recommended:

That the Minutes of Settlement of the mediation and arbitration process between the Town of Tecumseh and Windsor Utilities Commission with respect to the Bulk Water Supply Agreement involving the two parties **be approved**,

And that the Town solicitor **be authorized** by Council to advise the mediator/arbitrator to give effect to these Minutes of Settlement as attached to this report,

And furthermore that the Clerk and Mayor **be authorized** to execute the Minutes of Settlement in advance of submission to the mediator/arbitrator.

Executive Summary

The Town of Tecumseh (Town) purchases water from Windsor Utilities Commission (WUC) based on a 50-year Bulk Water Supply Agreement (Agreement) executed in 2004 between the Town, WUC and the City of Windsor (Windsor). The Agreement established the initial cost per cubic meter and includes provisions for annual and 10-year anniversary rate increases.

The Town and WUC ("the parties") were unable to agree to a rate adjustment at the first 10-year anniversary in 2016. The parties agreed to engage a mediator/arbitrator (herein "mediator") to mediate (and if necessary subsequently arbitrate) a resolution respecting the rate adjustment, where Windsor agreed through their lawyer to be bound by the results of the mediation process, and in August 2018 agreed to:

- A \$0.03 per cubic metre rate adjustment for the first 10-year period to be effective for 2017,
- To participate in a mediation/arbitration process to address outstanding interpretation issues that would affect future rate increases for following 10-year anniversary periods,
- Consider the elimination of the summer levy, and
- Develop a Memorandum of Understanding (MOU) for the Permanent Joint Staff Liaison Committee (PJSLC).

The parties participated in a mediation/arbitration process in May 2019 and agreed in principal to a set of Interpretive Guidelines, which are intended to provide clarity to factors that may contribute to a rate adjustment.

The negotiating teams have since finalized Minutes of Settlement that incorporate:

- Interpretive Guidelines,
- Elimination of the Summer Levy,
- Base Rate for Future Adjustments, and
- An MOU for the PJSLC.

The final versions of these documents have been settled in clean format and are included as Attachment 1.

Once Town Council and the WUC Board of Directors have approved the Minutes of Settlement and supporting documents and they have been duly executed by the parties, the Town Solicitor will bring these documents to the mediator for a consent award endorsing the Minutes of Settlement with each party having borne their own costs and one half the costs of the mediator.

The Agreement is otherwise intact for the balance of the term and unchanged.

Background

The Town, WUC and Windsor entered into a Water Servicing Agreement on November 10, 2004, and a subsequent Amending Agreement on January 16, 2006. The Agreement provides the Town with a secure source of drinking water up to a maximum demand of 87 million litres per day (MLD), for a period of 50 years.

The Agreement sets out the 2004 Bulk Water Rate to be charged for all water supplied to the Town and provides for annual rate adjustments in the Bulk Water Rate based on the Consumer Price Index (CPI). The Agreement also allows for WUC to request a rate adjustment immediately following each 10 year anniversary of the “Effective Date” of the Agreement to

reflect a Regulatory Price Change (RPC) and/or a Non-Regulatory Improvements Price Change (NRIPC)¹.

The Agreement also requires that a proposed rate adjustment be determined by unanimous consent of the PJSLC, and in the absence of unanimous consent, by the arbitral provisions contained in the Agreement.

On December 14, 2016, following the first 10-year anniversary, WUC issued a letter requesting a rate adjustment. The proposed rate adjustment had not been approved by the PJSLC nor was it acceptable to the Town. After a series of exchanges and negotiations, which encompassed a year, the two parties were unable to agree on a rate adjustment and so on December 20, 2017, WUC requested a mediation of the dispute.

WUC and the Town engaged in a mediation process on August 13-14, 2018 with The Honourable Warren K. Winkler, Q.C. as mediator.

After reviewing briefs and hearing presentations from both parties, the Mediator opined that, in his estimation, the mediation process was not likely to reach a successful conclusion if the intention was to solve all the issues raised by the parties. The likely next step as contemplated in the Agreement would be going through an arbitration process.

The Mediator had both sides consider the option of coming to an agreement on a price increase over and above inflation for the next 10-year period based on some reasonable manner not directly related to interpreting the Agreement. Once a price increase was agreed upon, the parties would then develop “a negotiating process to resolve interpretation of the Agreement as a basis for determining subsequent 10-year adjustments” (Negotiating Process).

Town and WUC negotiators felt this was a reasonable compromise as long as clarity was reached on how adjustments were to be determined in the future. The Town evaluated the risk inherent in the arbitration process, i.e. an arbitrator’s decision is binding and there is always a risk of unfair results based on an individual’s interpretation of the words in the Agreement. The cost of arbitration is also significant in that large quantities of documentation are typically required. Finally, consideration was given to the wording in the document that we felt was appropriate based on the historical formulation of the Agreement, but that may not be as abundantly clear based on considering the words alone or the technical result flowing from the Town’s interpretation (that WUC would never be able to obtain an actual rate increase irrespective of increases in their costs).

¹ Excerpts from the Agreement: An RPC “... means that portion of any increase in the price for water charged by the Commission to its customers, which increase is attributable to Regulatory Change”. Regulatory Change “... means change, mandated by statutes or regulations enacted or promulgated by the Province of Ontario, enacted after the “Effective Date” of the Agreement, impacting the manner in which water is to be treated or supplied by the Commission”. “Non-Regulatory Improvements Price Change” means a price change caused by non-regulatory improvements made by the Commission to its water treatment facilities, which result in significant and measurable improvements in water quality.

Ultimately, with the assistance of the Mediator, the parties negotiated a rate adjustment of \$0.03 to the January 1, 2017 rate of \$0.3301, resulting in an adjusted January 1, 2017 rate of \$0.3601 per cubic metre. Rates for the ensuing nine years would increase by CPI only.

The Negotiation Process was then considered with the group agreeing to the following:

- Enter into a negotiating process with a view to clarifying, by amendment or otherwise, the provisions of the Agreement relating to Water Consumption Bulk Supply Rates and Summer Levy Bulk Supply Rates,
- The negotiating process shall begin no later than October 1, 2018 and shall conclude on or before October 1, 2019,
- The parties shall thereafter engage in good faith negotiation with a view to narrowing the issues. This should occur, unless otherwise extended, on or before November 30, 2018, and
- Thereafter the parties shall engage in a mediation/arbitration process before the Honourable Warren K. Winkler, Q.C. in a form provided by the Honourable Warren K. Winkler, Q.C. in consultation with the parties.

A Memorandum of Agreement was formulated and it was agreed that the negotiating parties would recommend the Agreement be ratified by Town Council and WUC Board of Directors. Tecumseh Council ratified the Memorandum of Agreement through Council Report FS-2018-14 Water Bulk Supply Rate Memorandum of Agreement and By-law 2018-52.

On May 14 to May 16, 2019, the Town's negotiation team met with WUC's negotiation team and the Honourable Warren K. Winkler to participate in a mediation/arbitration process respecting outstanding interpretation issues that would effect future rate increases for the 10-year anniversary periods after the current 10-year period expires in 2026.

The negotiating teams reached a consensus on a series of issues to aid the parties in eliminating the summer levy, confirming current rates, incorporating guidelines when proposing/evaluating future rate increases outside of the standard CPI rate increases and defining a set of rules for the regular meetings of the PJS LC.

Comments

Minutes of Settlement (Attachment 1) have been prepared incorporating the following:

1. Interpretive Guidelines addressing the following:
 - a. Clarification and refinement as to the types of future extraordinary costs incurred by WUC that may be included within the recovery mechanisms and definitions under the Agreement. This should have the effect of limiting and/or restricting disputes as to what types of costs are eligible for consideration including:
 - i. Limiting the impacts of new reservoirs on price increases

- ii. Restricting significantly the extent to which upgrades and replacements of WUC's distribution network will impact costs.
 - b. Establishment of a dispute resolution team consisting of an independent accountant and engineer for resolving whether certain future extraordinary costs incurred by WUC are included within the recovery mechanisms and definitions under the Agreement.
 - c. Establishing a cap on future rate increases consistent with the level of rate increase negotiated for the current 10-year period under the Bulk Water Supply Agreement.
 - d. The Town and WUC have finalized illustrative sample calculations attached to the Guidelines, which will be used to guide calculations for such things as the cap and future rate adjustments.
2. Elimination of Summer Levy
- a. The parties have been able to agree upon a blended rate of \$0.4165 per cubic meter as of January 1, 2020.
3. Base Rate for Future Adjustments
- a. The rate to be used for the 2016 Base Rate for future 10-year adjustments is \$0.3870 per cubic meter. This is the agreed to blended rate effective for 2020, deflated to get to a 2016 value.
4. Memorandum of Understanding (MOU) for PJSLC
- a. In addition to the Interpretive Guidelines, the parties were able to finalize terms of the PJSLC Committee's MOU for future meetings and operations and have reactivated a regularized meeting schedule to ensure its proper functioning. The negotiating team has reviewed and revised a draft and it is sufficiently close as to allow the PJSLC to move forward with adopting it at their earliest opportunity.
5. Otherwise Unamended
- a. The Agreement would otherwise remain intact for the balance of the term and unamended (i.e. November 10, 2054 – 50 years from the date of the Agreement's execution).

Consultations

Chief Administrative Officer
Public Works & Environmental Services
Ed Hooker, Barrister and Solicitor

Financial Implications

The one time January 1, 2017 adjustment of \$0.03 represented a 9% increase to the Town's bulk water price per cubic meter. The increase in annual cost to the Town amounted to approximately \$100,000.

The Town increased the volumetric water charge to Town customers by an additional 2% in each of 2019 and 2020 to offset a portion of this increase. The impact of the rate adjustment to a typical residential consumer water bill amounted to about \$11.50 per year or a 4% increase.

Rate increases for the ensuing years, 2018-2025, will be limited to that of CPI as per the Agreement. 2026 will mark the second 10-year anniversary of the Agreement at which time the parties may consider another rate adjustment.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
<input type="checkbox"/>	Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
<input type="checkbox"/>	Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
<input 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:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

1

WUC Tecumseh Minutes of Settlement 20-09-09

In the Matter of a Mediation and Arbitration Between:

WINDSOR UTILITIES COMMISSION

— and —

TOWN OF TECUMSEH

MINUTES OF SETTLEMENT
made as of September 22, 2020

WHEREAS:

- A. Windsor Utilities Commission (“WUC”), the Town of Tecumseh (“Tecumseh”) and the City of Windsor (“Windsor”) are parties to an agreement dated October 2004, amended in writing dated January 16, 2006 (both, together with the minutes of settlement dated August 14, 2018 referred to below, the “Agreement”), concerning the provision of water by WUC to Tecumseh;
- B. there arose a dispute between WUC and Tecumseh concerning the interpretation and application of the Agreement;
- C. in accordance with Part 10 of the Agreement, WUC and Tecumseh submitted the dispute to the Hon. Warren Winkler, Q.C. for mediation and arbitration;

D. although an apparent party to the Agreement, Windsor disagreed with its being a “necessary party” for the purposes of the conduct of the mediation and disagreed with its being a “disputant”, did not and did not intend to participate in or contribute to the mediation and agrees to be bound by the outcome of the process between Tecumseh and WUC;

E. the dispute was mediated by the Hon. Warren Winkler, Q.C. in August 2018 which resulted in Minutes of Settlement dated August 14, 2018 (which were later ratified by each of Tecumseh and WUC) and again in May 2019 and then further discussions between WUC and Tecumseh ensued; and

F. WUC and Tecumseh agree to the following in settlement of their dispute, and wish it to be the subject of an arbitral award by the Hon. Warren Winkler, Q.C.

THEREFORE:

1. WUC will no longer charge Tecumseh a “Summer Levy” (as referred to in Schedule “A”, Part I, subparagraph 1(b) to the Agreement and in Schedule “B” to the Agreement);

2. The Bulk Supply Rate of water by WUC to Tecumseh is set at \$0.4165 per cubic meter of water as of January 1, 2020 and will be adjusted from that date in accordance with the Agreement and these Minutes of Settlement;

3. For the purposes of calculating the Part II: TEN YEAR ADJUSTMENT at Schedule "A" to the Agreement, WUC and Tecumseh agree that the rate to be used for the 2016 Base Rate is \$0.3870 per cubic meter.
4. To the extent that there is any inconsistency between the Agreement and paragraphs 1 and 2 of these Minutes of Settlement, these Minutes of Settlement prevail;
5. The parties have negotiated and agreed upon an Interpretation Guidance to govern the interpretation of Schedule A to the Agreement and a copy of this Interpretation (with schedules) is attached as Exhibit A hereto;
6. To the extent that there is any inconsistency between Exhibit A to these Minutes of Settlement and the Agreement, Exhibit A prevails;
7. WUC and Tecumseh ask the Hon. Warren Winkler, Q.C. to give effect to these minutes of settlement by arbitral award; and
8. Each party is to bear its own costs of this mediation and arbitration.

THE CORPORATION OF THE TOWN OF TECUMESH

per: _____
Gary McNamara, Mayor

per: _____
Laura Moy, Clerk

WINDSOR UTILITIES COMMISSION

per: _____
Drew Dilkens, Chair

per: _____
Helga Reidel, President and Chief Executive Officer

EXHIBIT A
to the Minutes of Settlement made as of September 25, 2020

Interpretation Guidance

This is the proposed approach to application of Part II: TEN YEAR ADJUSTMENT to Schedule "A" to the Agreement. The schedules form part of this document. To the extent that there is any inconsistency between this document and the Agreement, this document prevails.

1. The steps set out below describe the process used in interpreting and applying the language in the Agreement.
2. The start of the Ten Year Adjustment period is Base Year (2016, 2026, etc.), and the conclusion of the Ten Year Adjustment period is Year 10 (2026, 2036, etc.).
3. First, the parties must identify the items which give rise either to a "Regulatory Price Change" or a "Non-Regulatory Improvement Price Change" that are the subject of the Ten Year Adjustment (the "Items").
4. Once the Items are identified, the cumulative difference between Base Year and Year 10 is calculated. Specifically, the annual cost of each and every of the Items in Base Year and the annual cost of each and every of the Items in Year 10 (*i.e.*, the end of the 10 year period) are determined. The total of the costs associated with the Items in Base Year will be the "Base Year Eligible Costs", and the total of the costs associated with the Items in Year 10 will be the "Year 10 Eligible Costs".
5. For clarity, if an item is established after the Base Year and disappears before Year 10, the item is lost for purposes of this calculation. In respect of such an item for which amortization is established, refer to paragraph 12 below.
6. For an existing eligible item, the start value will be the annual cost in the Base Year. For a new item, the start value will be zero in the Base Year. For a disputed item or the amortization of its useful life, failing agreement between the parties, the dispute resolution team will decide whether it is an eligible item or not, and the amortization of such item's useful life.
7. Next, we calculate the impact of CPI on the Base Year Eligible Costs. This means that the Base Year Eligible Costs are increased by the cumulative impact of CPI between the Base Year and Year 10 (the "Adjusted Base Year Eligible Costs").
8. The difference between the Year 10 Eligible Costs (as per paragraph 4) and the Adjusted Base Year Eligible Costs (as per paragraph 6) will be the "Costs Eligible

for Rate Increase". These are the actual costs in excess of the cumulative CPI if any.

9. Next, we must convert the actual costs in excess of the cumulative CPI to a potential rate adjustment. This is done by:
 - Determining Tecumseh's share of the actual costs accrued over the ten year period. To do this, first we divide Tecumseh's water volume in Year 10 by WUC's total volume of sales to all customers in Year 10. This is the "Tecumseh Ratio".
 - "Tecumseh's Share" of the cost is arrived at by multiplying the Tecumseh Ratio by the Costs Eligible for Rate Increase (as per paragraph 7).
10. Finally, we determine the "Adjustment to the Bulk Supply Rate" by dividing the Costs Eligible for Rate Increase (as per paragraph 7) by Tecumseh's Share (as per paragraph 8).

In any event, the Adjustment to the Bulk Supply Rate plus the cumulative CPI increase over the Ten Year Adjustment period will not exceed the lesser of (a) 10% of the Bulk Supply Rate in Year 10 (2026, 2036, etc.) and (b) the percentage increase in WUC's cost of water production over the same period (a sample calculation is attached as Schedule A). For this purpose WUC's cost of water production shall include operating costs of production. For illustrative purposes, an example is attached as Schedule "B".

11. The dispute resolution team referred to at paragraph 5 will be an engineer and an accountant satisfactory to all parties who have experience in the field. Upon reasonable request from Tecumseh, WUC shall provide detail/background information to support any of the items listed on Schedule "B". Ideally this would be regularized on an annual basis and provided as part of the PJSLC meeting process. Where the PJSLC is subsequently unable to resolve any remaining question following provision of such detail/background information, the issue shall be referred to the dispute resolution team.

12. In respect of capital items:

- capital items are amortized over their useful life
- where the useful life is less than the duration of the Agreement, the replacement of the capital item would not be eligible for a rate adjustment
- similarly, there would be no reduction in the rate where amortization of a continuing asset expires.

13. The Summer Levy will be blended into the Bulk Supply Rate as set out in Schedule C

This is the approach to definitions in the Agreement:

I. RPCs do not include the costs of:

- distribution transmission and distribution feeder mains unless mandated under the *Safe Drinking Water Act* (as amended or replaced) or the regulations thereunder.
- distribution mains,
- local watermains,
- service connections,
- hydrant connections
- 70% of Hanna elevated tank and its future replacement/relocation so long as it treats water (for the sake of clarity, 30% of the costs of the Hanna elevated tank and its future replacement/relocation so long as it treats water are eligible for inclusion as an RPC provided they are not otherwise included as an eligible NRIPC)
- 70% of New Reservoir –G (for the sake of clarity, 30% of the costs of the New Reservoir – G are eligible for inclusion as an RPC provided they are not otherwise included as an eligible NRIPC)
- 70% of any reservoir beyond the plant site the primary purpose of which is system storage so long as it treats water (for the sake of clarity, 30% of the costs of any such reservoir are eligible for inclusion as an RPC provided they are not otherwise included as an eligible NRIPC)
- corporate overhead charges
- corporate wages
- administrative wages
- all maintenance costs

All other items in the treatment and supply of water that meet the definition of a Regulatory Price Change within the relevant 10 year period are eligible to be RPCs provided they are not otherwise included as an eligible NRIPC.

II. NRIPCs do not include the costs of:

- distribution transmission mains
- distribution feeder mains
- distribution mains,
- local watermains,
- service connections,
- hydrant connections

- 70% of Hanna elevated tank and its future replacement/relocation so long as it treats water (for the sake of clarity, 30% of the costs of the Hanna elevated tank and its future replacement/relocation so long as it treats water are eligible for inclusion as an NRIPC provided they are not otherwise included as an eligible RPC)

- 70% of New Reservoir –G (for the sake of clarity, 30% of the costs of the New Reservoir – G are eligible for inclusion as an NRIPC provided they are not otherwise included as an eligible RPC)

- 70% of any reservoir beyond the plant site the primary purpose of which is system storage so long as it treats water (for the sake of clarity, 30% of the costs of any such reservoir are eligible for inclusion as an NRIPC provided they are not otherwise included as an eligible RPC)

- corporate overhead charges
- all maintenance costs
- corporate wages
- administrative wages

All other non-regulatory improvements made by the Commission to its water treatment facilities, which result in significant and measureable improvements in water quality are eligible to be NRIPCs provided they are not otherwise included as an eligible RPC.

III. Paragraphs 2, 3, 4 and 5 of Part II of Schedule A of the Agreement will be read such that "Price Change or Changes" shall be read as "Price Change(s)".

Schedule A

Illustrative Rate Calculation

Assumptions

Tecumseh volume (m3)	Year 10	3,200,000	A
WUC Volume (Billed to all WUC customers)	Year 10	37,000,000	B
Tecumseh Ratio (% of total)		8.6%	$C = A / B$
CPI Index Base Year (Last year of prior 10 year test) ¹		128.00	D
CPI Index Year 10		145.00	E
Increase in CPI index		17.00	$F = E - D$
Cumulative Impact of CPI (%)		13.3%	$G = F / D$

Eligible Items (RPC and NRIPC)

		Base year	Year 10	% Increase	
Item 1	Operating	\$ 50,000	\$ 100,000	100%	
Item 2	Operating	30,000	40,000	33%	
Item 3	Operating	-	90,000	n/a	
		<u>\$ 80,000</u>	<u>\$ 230,000</u>	188%	H
Item 4	New Capital	\$ -	\$ 10,000,000		
Transaction 4 Annual Cost - 15 year amortization			666,667		I
Interest - Prime at time of calculation (end of year 10)			26,333		$J = I \times \text{prime rate}$
Base Year Eligible Costs		<u>\$ 80,000</u>	<u>\$ 923,000</u>	<u>\$ 896,667</u>	$K = H + I + J$

Apply CPI to Year 0 Costs

Base year costs, as above	\$ 80,000	L (from Base Year K)
Factor to increase for Cumulative CPI	(1 + .133)	$M = (1 + G)$
Adjusted Base Year Eligible Costs	<u>\$ 90,640</u>	$N = L \times M$

Costs Eligible for Rate Increase

Base Year Eligible Costs , as above	\$ 923,000	from K
Adjusted Base Year Eligible Costs	90,640	from N
Costs Eligible for Rate Increase	<u>\$ 832,360</u>	$O = K - N$
Tecumseh's Share	8.6% \$ 71,988	$P = C \times O$
Tecumseh Volume	3,200,000	from A
Potential 10 Year Rate adjustment	<u>\$ 0.0225</u>	$Q = P / A$

Rate Cap Test

1. Calculate WUC Production Cost Increase

Total Water Production Costs before Depreciation ¹	Base Year	\$ 7,250,000	R
Total Water Production Costs before Depreciation ²	Year 10	\$ 8,364,778	S
Total Water Production Costs before Depreciation - Increase %		15.4%	$T = (S - R) / R$

2. Calculate Potential Tecumseh Rate Increase

	Total Rate	Increase	
Tecumseh rate @ Base Year	\$ 0.3601		U
Cumulative Impact of CPI (%)	13.3%		from G
Tecumseh rate @ Year 10	\$ 0.4079	\$ 0.0478	$V = U \times (1 + G)$
Potential 10 Year Rate adjustment	\$ 0.0225	\$ 0.0225	from Q
Potential Rate after adjustments	\$ 0.4304		$W = V + Q$
Total Potential Rate increase over 10 years (CPI + Adjustment)		\$ 0.0703	$X = V + Q$

Potential Cumulative Rate Increase (CPI + 10 Year Adjustment) (%) 19.5% $Y = X / U$

-- Cannot exceed the increase in WUC Cost of Water Production over the Period

--> It does in this example. The next step applies the test

3. Apply the Rate Cap Limitation Based on WUC Cost of Water Production

a) Determine the impact of the actual water production % increase:

Ultimate Tecumseh Rate increase is the Lower of :

WUC Production Costs (including amortization) (%)	- from above	15.4%	from T
Potential 10 Year Rate Adjustment (%)	- from above	19.5%	from Y
Tecumseh 10 Year Adjusted Rate Increase (%)		15.4%	$Z = \text{lesser of } (T \text{ or } Y)$
Tecumseh Rate in Base Year	\$ 0.36010		from U
Add: Permitted Rate Increase	15.4%		from Z
Tecumseh 10 Year Rate with cap	\$ 0.4155		$AA = U * (1 + Z)$
Potential Rate before cap	\$ 0.4304		from W
Impact of cap	\$ (0.0150)		$AB = AA - W$
10 Year Rate adjustment permitted with Cap	\$ 0.0075		$AC = Q + AB$

b) In addition to the cap imposed by the increase in WUC Cost of Water Production as noted above, the 10 year rate adjustment can also not exceed 10% the Bulk Supply Rate in the 10th year. In this example:

Base Year Bulk Supply Rate =	\$ 0.3601	U
Cumulative CPI in recent 10 years	13.3%	from G
Bulk Supply Rate , Year 10 before adjustment	\$ 0.4079	from V
Maximum Possible rate adjustment %	10%	
Maximum rate increase per m3	\$ 0.0408 10% Max	$AD = V \times 10\%$

c) Determine the Adjustment to the Bulk Supply Rate increase:

Rate increase (possible) as above	- before cap	\$ 0.0225	from Q
	- after cap		
	10% max	\$ 0.0408	from AD
actual water production increase		\$ 0.0075	from AC
		\$ 0.0075	$AE = \text{lesser of } Q, AD, AC$

Conclusion

The rate increase will be \$0.0075, after application of the cap due to increase in WUC's cost of water production. This is in addition to the CPI increase.

The ending rate would be: \$ 0.4079 from V
\$ 0.0075 from AE

\$ 0.4155

Note 1 Actual amounts used for this calculation are for illustrative purposes and do not represent the actual Base Year

Note 2 For illustrative purposes, the 2018 values from Schedule B were used to represent Year 10. The actual Year 0 and Year 10 will be consistent with the original agreement renewal periods. This is only for illustrative and calculation purposes.

Schedule B

WUC Cost of Water Production - Example for May 2019 Mediation For the Years 2013 to 2018

	December 2018	December 2017	December 2016	December 2015	December 2014	December 2013	Notes
Cost of water production - Operating Expenses							
501000 Filtration Plant	3,370,350	3,240,882	2,565,461	2,551,675	2,419,618	2,077,328	
501010 Filtration Plant Chemicals	936,528	977,524	972,948	886,798	1,010,820	1,080,567	
501020 Laboratory	490,697	572,843	284,570	292,100	306,743	321,786	
501030 Pumping Station	1,829,339	1,796,941	1,871,469	1,605,570	1,745,051	1,712,390	
501040 Pumping Station Chemicals	-	-	-	-	-	2,455	
Cost of water production (per AFS)	6,626,914	6,588,191	5,694,449	5,336,143	5,482,232	5,194,525	
(excluding depreciation and unallocated direct)							
Water Treatment -unallocated costs	355,931	257,348	1,290,942	1,487,945	1,438,005	1,429,741	*
Direct Water Production costs before Depreciation	6,982,845	6,845,539	6,985,391	6,824,088	6,920,237	6,624,265	**
Costs included in the Administrative Section of Audited Financial Statements, directly attributable to Water Production and Supply'							
Liability Insurance	351,299	372,214	430,528	351,049	360,336	401,773	
Property Tax	757,621	760,652	784,220	782,099	740,760	823,196	
Employee Future Benefits	273,014	252,472	260,117	261,495	270,476	267,481	***
Total Water Production Costs before Depreciation	8,364,778	8,230,877	8,460,256	8,218,731	8,291,808	8,116,716	

Notes

- * Unallocated costs represent the cost of wages, benefits, training , supplies and office expenses of employees at the water treatment plan.
- ** 2016 Amount consistent with LaSalle Agreement total for Cost of Water Production
- *** EFB expense estimated as 17.8% of gross wage of Water Treatment Plant cost centre employees, whose total cost is included in Water Production cost.

Schedule C

WUC / Tecumseh Bulk Supply Rate Incorporation of the Summer Levy into the Bulks Supply Rate

Background

The current WUC / Tecumseh contract contains a summer levy that applies to increased water usage during summer months.

To simplify the contract the parties have agreed that the summer levy will be blending into the base Bulk Supply Rate

It has been agreed that the new blended bulk rate which includes Summer Levy will be:

\$0.4165 per cubic metre

This new rate will become effective January 1, 2020 and will be adjusted in accordance with the agreement between the parties including by the increase in CPI annually.



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: October 27, 2020

Report Number: PBS-2020-36

Subject: Site Plan Control Agreement
2292093 Ontario Inc. (Subaru/Leavens Automotive Group)
1602 Sylvestre Drive
OUR FILE: D11 SUBARU

Recommendations

It is recommended:

That a by-law authorizing the execution of the “2292093 Ontario Inc.” site plan control agreement, satisfactory in form to the Town’s Solicitor, which allows for the construction of a 2027 square metre (21,824 square foot) automobile dealership building and associated parking, landscaping, display areas and on-site services/works on a 1.73 hectare (4.29 acre) parcel of land situated southwest of the County Road 22/Sylvestre Drive fly-off ramp (1602 Sylvestre Drive), **be adopted**, subject to the following occurring prior to the Town’s execution of the Agreement:

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

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

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

Background

Property Location

The subject 1.73 hectare (4.29 acre) vacant property is located southwest of the County Road 22/Sylvestre Drive fly-off ramp (1602 Sylvestre Drive) (see Attachment 1).

Proposed Development

The Owner, 2292093 Ontario Inc. (Subaru/Leavens Automotive Group), has filed an application for site plan agreement approval in order to facilitate the development of a 2,027 square metre (21,824 square foot) automobile dealership building and associated parking, access driveways, landscaping, lighting, display areas and on-site services/works.

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

- The aforementioned 2,027 square metre (21,824 square foot) automobile dealership building located generally in the centre of the property;
- An asphalted parking area, with access from Sylvestre Drive, surrounds the proposed dealership building. The parking area can accommodate 242 vehicles and will include infrastructure to provide stormwater management;
- Outdoor vehicle display areas along the northern and eastern lot lines that will be integrated with proposed landscaped areas;
- The existing easements located along the western lot line of the subject property that are related to municipal infrastructure and private utilities. It should be noted that parking spaces are proposed to be constructed within a portion of these easements, which is permitted by the easement language; and
- The limits of a potential future 10.91 metre (35.7 foot) land conveyance along the northern lot line abutting County Road 22 that may be required by the County of Essex in order to facilitate the widening and improvements to County Road 22 in accordance with the County Road 19/County Road 22 Environmental Assessment (EA), 2008. The Owner has designed the development to take into account this potential conveyance. In addition, the proposed site plan agreement includes a clause that addresses this potential conveyance and that the details of such a transfer remain subject to future discussion, negotiation and/or expropriation proceedings between the County of Essex and the Owner.

It should also be noted that in addition to the aforementioned land dedication along the southerly limit of County Road 22, the EA also identified potential land requirements to accommodate a proposed reconfiguration of the fly-off ramp from County Road 22 to Sylvestre Drive. If implemented, this new off ramp configuration would necessitate the acquisition by the County of approximately one third of the subject property (see Attachment 3). With respect to this issue, the County has indicated the following under correspondence dated June 2, 2020:

“Based on the dependency of the Westlake ‘Fly-off’ ramp and the grade separation at County Road 22/Lesperance Road, and the current timelines projected by the County, the land area for the ‘fly-off’ will not be required and the proposed development can proceed with consideration of the County Road 22 widening needs only.”

Accordingly, the current site plan and proposed development on the subject property is proceeding in a manner consistent with the County’s letter of approval.

In addition to the site plan, the Owner has submitted a site service plan, a landscape plan and a photometric plan, all of which are attached to the site plan agreement as schedules.

Comments

Official Plan and Zoning

The subject property is designated “Business Park” in the Sandwich South Official Plan and zoned “Highway and Service Commercial Zone (C3)” in the Sandwich South Zoning By-law 85-18 (see Attachment 4). The proposed automobile dealership is permitted in this designation and zone and the development depicted in the proposed site plan complies with all regulations established in the C3 zone.

Servicing

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

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control agreement will result in appropriate development that is based on sound land use planning principles. Town Administration has reviewed the proposed site plan agreement

and is prepared to recommend approval of the document and the attached drawings. Wolf Hooker Law Firm (Town Solicitor) has drafted the attached agreement (see Attachment 5, with site plan drawing attached thereto as Schedule B) which facilitates the subject development. As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$10,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

Consultations

Fire & Emergency Services
 Public Works & Environmental Services
 Town Solicitor

Financial Implications

None.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Property Location Map
2	Proposed Site Plan, Detail View
3	Proposed Site Plan with County EA Fly-off Ramp Overlay Map
4	Zoning Map
5	Site Plan Control Agreement Document



Prepared By:
Tecumseh Planning and
Building Services Department



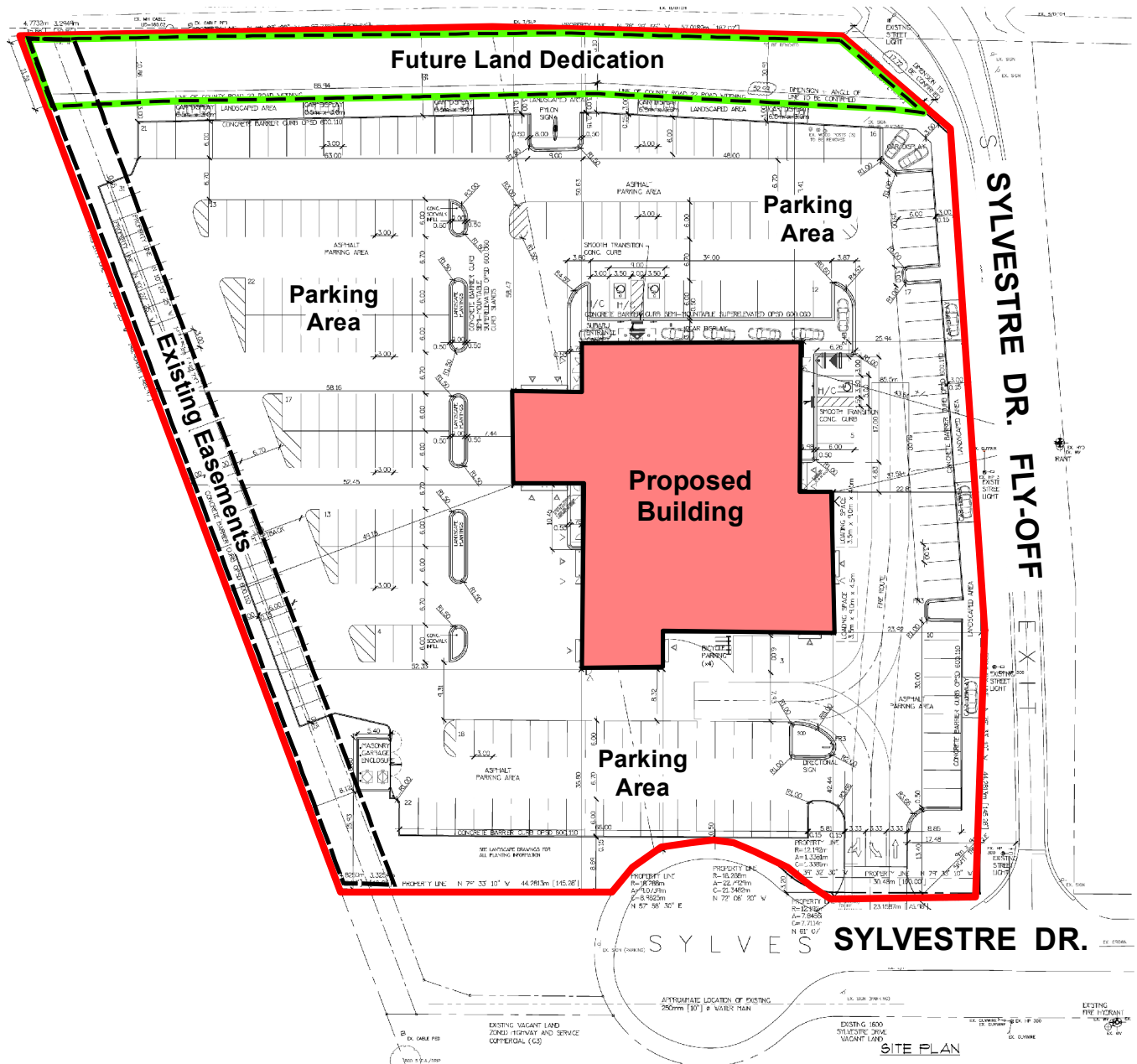
Legend:



Subject
Property

Attachment 1
Site Plan Control Agreement
2292093 Ontario Inc. (Subaru/Leavens Automotive Group)
1602 Sylvestre Drive
Property Location

COUNTY ROAD 22



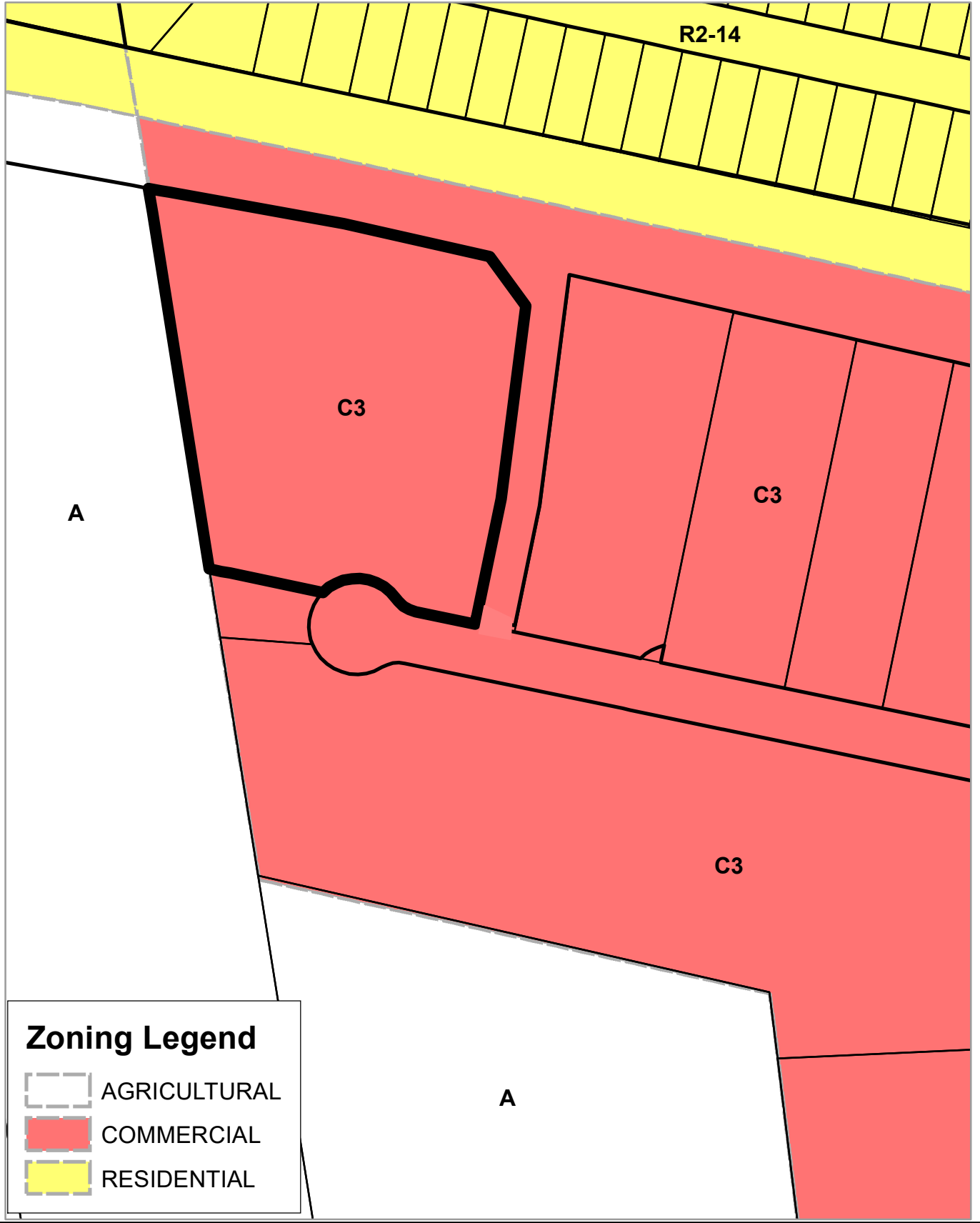
Prepared By:
Tecumseh Planning and
Building Services Department

Legend:



Subject
Property

Attachment 2
Site Plan Control Agreement
2292093 Ontario Inc. (Subaru/Leavens Automotive Group)
1602 Sylvestre Drive
Proposed Site Plan, Detail View



Zoning Legend

-  AGRICULTURAL
-  COMMERCIAL
-  RESIDENTIAL



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:



Subject
Property

Attachment 4
Site Plan Control Agreement
2292093 Ontario Inc. (Subaru/Leavens Automotive Group)
1602 Sylvestre Drive
Zoning

Attachment 5
Site Plan Control Agreement
2292093 Ontario Inc. (Subaru/Leavens Automotive Group)
Site Plan Agreement

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

2292093 Ontario Inc.

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 _____ day of _____, 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-

2292093 ONTARIO INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

HEREINAFTER collectively referred to as the "**Parties**"

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

- a) a consulting/professional civil engineer registered with the Professional Engineers of Ontario (the "Municipality's Engineer"), for the purpose of reviewing all plans, specifications, engineering documents, contracts, details, elevations and other relevant information as well as the occasional inspection of the construction, repair and maintenance of the Services;
- b) the Municipality's solicitor for the purpose of reviewing all necessary legal matters incidental to the development of the Lands, including, without limiting generality, the preparation of this agreement together with all other documentation required by the Municipality to give effect to this Agreement and/or the development of the Lands;

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner's plans for the development of the Lands,

which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule "B" and "C", respectively;

- b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and
- c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

The Owner further agrees, if required by the Municipality's Chief Building Official, and/or ERCA to submit to the satisfaction of the Chief Building Official and/or ERCA, a lot grading plan covering the subject lands for their approval prior to the issuance of any building permits. The Owner also agrees to have the approved elevation as per the lot grading plan verified by an Ontario Land Surveyor at the following stages of construction:

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

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscape Plan

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

2.1.4.6 Reference Plan

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

2.1.5 Engineer

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

- a) Design and submit drawings with respect to all services required (herein "the Engineering Data")..
- b) Visit the site as required by the Municipality and inspect all services, etc.

c) Submit to the Municipality (and all other authority having jurisdiction) "as-built" details and elevations.

2.1.6 Services

2.1.6.1 Stormwater Management

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

2.1.6.2 Sanitary Sewers

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

2.1.6.3 Water Services

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

2.1.6.4 Electrical Services

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

2.1.6.5 Underground Telephone and Gas

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

2.1.6.6 Notification and Permits

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

2.1.6.7 Co-ordination of Services

The Owner shall be responsible for co-ordinating the installation of all facilities and works including without limitation the services to be installed by Bell Canada and Union Gas Company.

The Municipality will send to the Owner's engineer all plans of installations received from time to time from Bell Canada and Union Gas Company.

2.1.7 Traffic Signs

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

2.1.8 Entrances

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

2.1.9 Repair

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

2.1.10 Dirt and Debris

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

2.1.11 Address Sign

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

2.1.12 Environmental Laws

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

Intentionally Deleted

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

Should the Municipality, in its sole discretion determine that the lighting of the said lands has an adverse impact on the adjacent roadways or residential properties, then the Owner shall take all necessary measures to correct the adverse impact to the satisfaction of the Municipality. Measures to reduce the impact may include but shall not be limited to, the relocation of the

lighting fixtures, the shielding of the lighting fixtures, the replacement of the lighting fixtures, replacing the lamps with lamps of lower intensity, reducing the time period when the lighting is activated or the removal of the lighting fixture.

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule "B" and/or Schedule "C", and are consistent with the Town's Sign Bylaw or which are otherwise required by applicable law.

2.1.19 Refuse Collection

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

ARTICLE 3 TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedule "B" and "C" within the time period contemplated under section 3.3 for the fulfilment of all covenants set out herein.

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.

The Owner acknowledges that the following easements remain in full force and effect:

- a) LT3726778 registered over Parts 8 & 13, Plan 12R-19729 for general municipal and other public services;
- b) R1387541 registered over Parts 6, 7, 19-23, and 31, Plan 12R-19729 for general municipal, public, and private services;
- c) R1278258 registered over Parts 18, 21, 23, and 31, Plan 12R-19729 for general municipal, public, and private services;
- d) CE137788 registered over Part 13, 12R-19729 for a municipal sanitary sewer forcemain

Further, the Owner specifically acknowledges notwithstanding any language in the easement to the contrary or not specifically addressing the following, in no circumstance shall the Town be required to restore any landscaping, fencing, parking, storage and access areas, lighting, walkways, garbage disposal facilities, grading, pavement and site servicing installed pursuant to the Site Plan and/or this agreement as a result of any disturbance caused when making use of the easements. Any restoration required of such items shall be the sole responsibility of the Owner.

5.2 FUTURE ROAD WIDENING

The Site Plan depicts an area of land across the Property's frontage abutting County Road 22 that may be required by the Corporation of the County of Essex at a future point in time in order to facilitate improvements to County Road 22 (the details of such transfer remain subject to future discussion, negotiation and/or expropriation proceeding between the Corporation of the County of Essex and the Owner, preserving all rights of the Owner in the event of an expropriation including but not limited to any claims for injurious affection, if warranted)

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 \$ 10,000.00 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:
2360 Auto Mall Ave, London, Ontario N5V 0B4

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" through "E" have been signed by the parties and are on file with the Municipality. A reduced copy of those schedules are annexed hereto. A reduced copy of those schedules are annexed hereto which copy may be removed prior to registration on title should the Land Registry Office so determine or require.

9.15 CONTRA PROFERENTEM RULE NOT APPLICABLE

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

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

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

9.16 INDEPENDENT LEGAL ADVICE

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

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

this Agreement.

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

SIGNED, SEALED AND DELIVERED }
in the presence of }
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 }
 }

THE CORPORATION OF THE
TOWN OF TECUMSEH

Per: _____
Gary McNamara - MAYOR

Laura Moy - CLERK

2292093 ONTARIO INC.

Per: Christopher Leavens, President

SCHEDULE "A"

THE LANDS

Municipal Address: 1602 Sylvestre Drive, Tecumseh, On

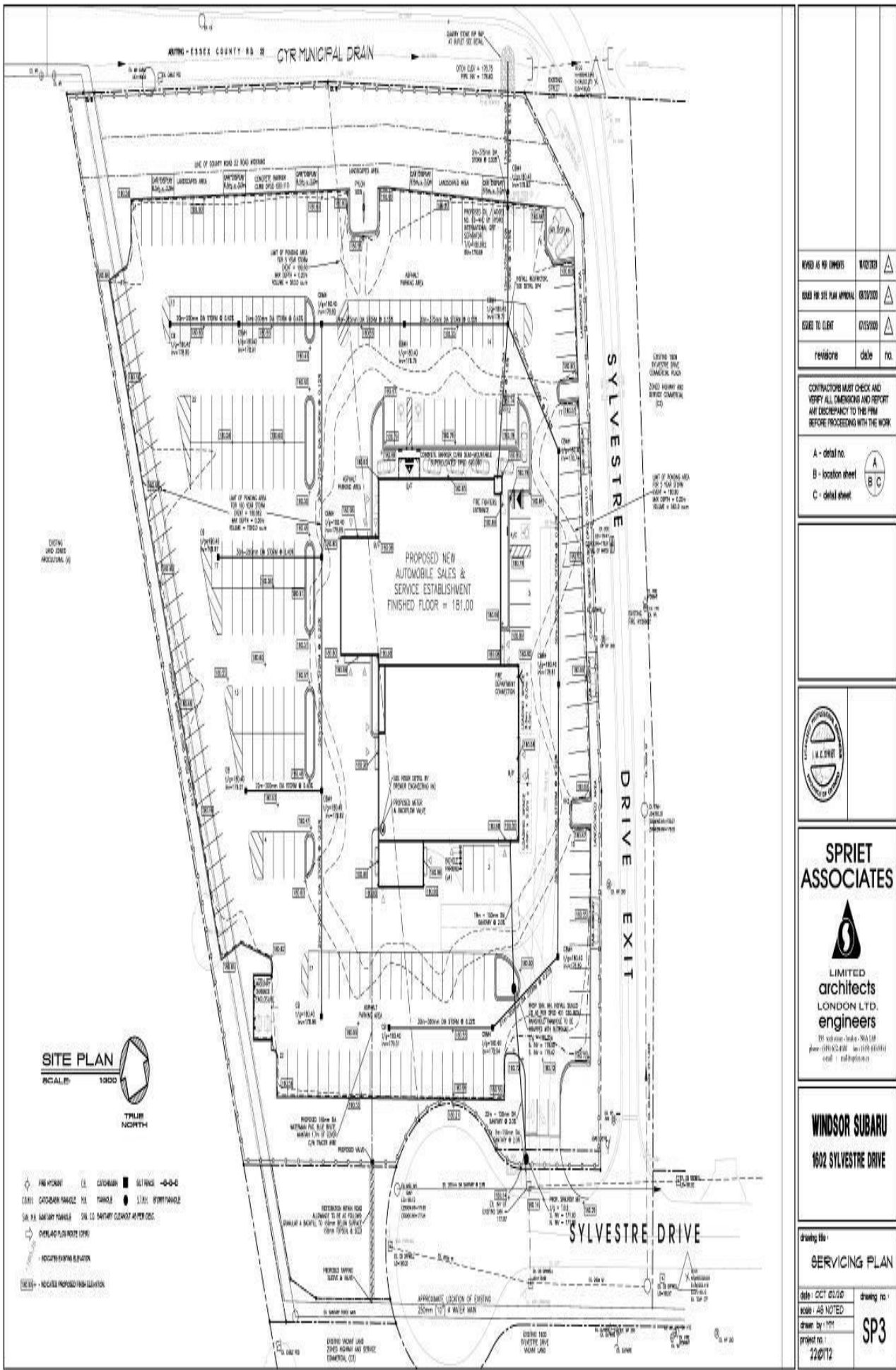
Legal Description: PT LTS 154 & 155 CON 1 (AKA CON 2) SANDWICH EAST PARTS 1,2,3,4,8 ON 12R20993; S/T EASE R1278258 ON PTS 18,21,23,31 12R19729 ; S/T EASE R1387541 ON PTS 6,7,19-23,31 12R19729 ; S/T EASE LT372678 ON PTS 8,13 12R19729; S/T EASE OVER PT 13 PL 12R19729 AS IN CE137788; TOWN OF TECUMSEH

Being all of PIN: 75244-0522

SITE PLAN

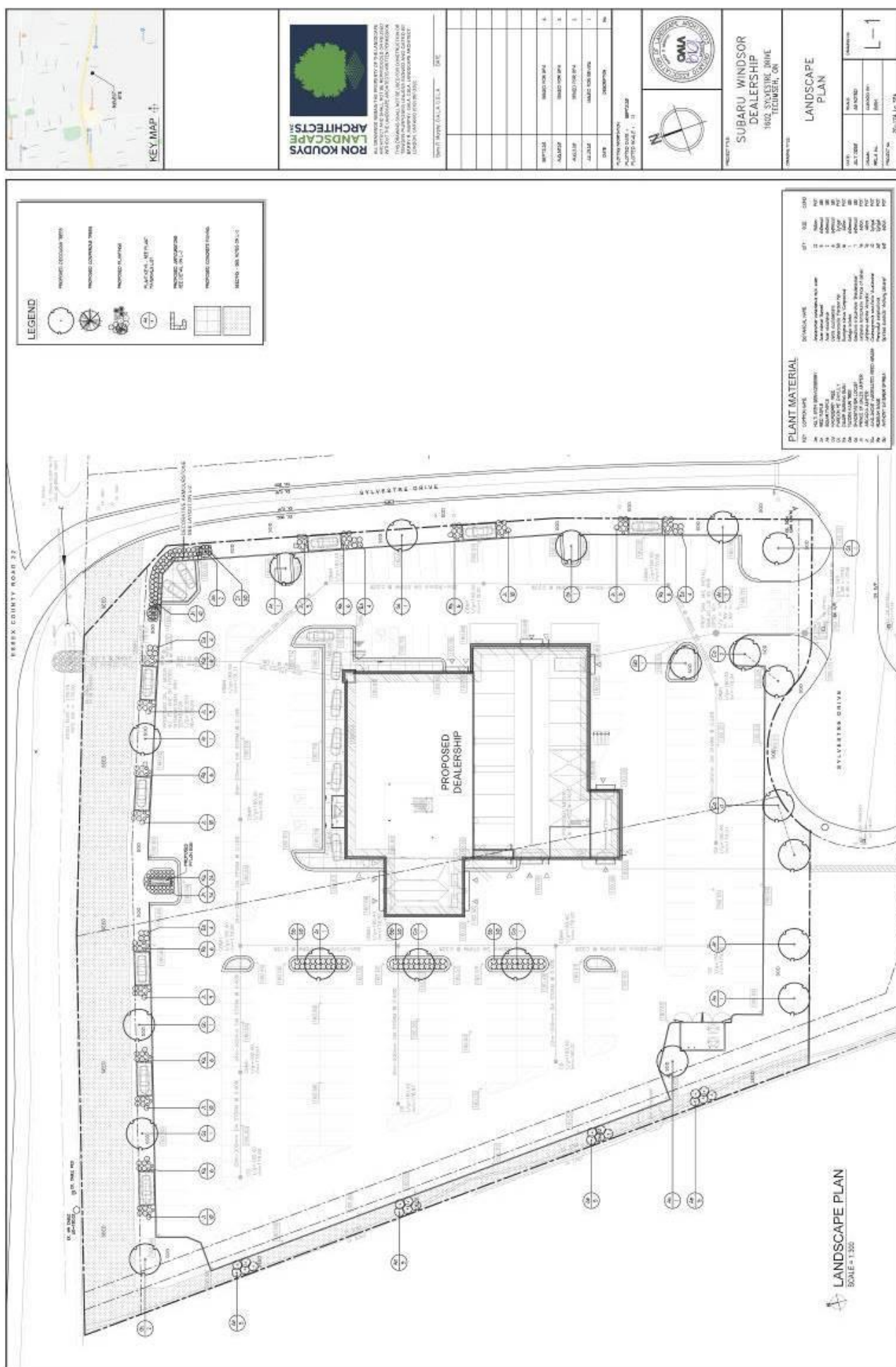


SCHEDULE "C"
SITE SERVICE PLAN



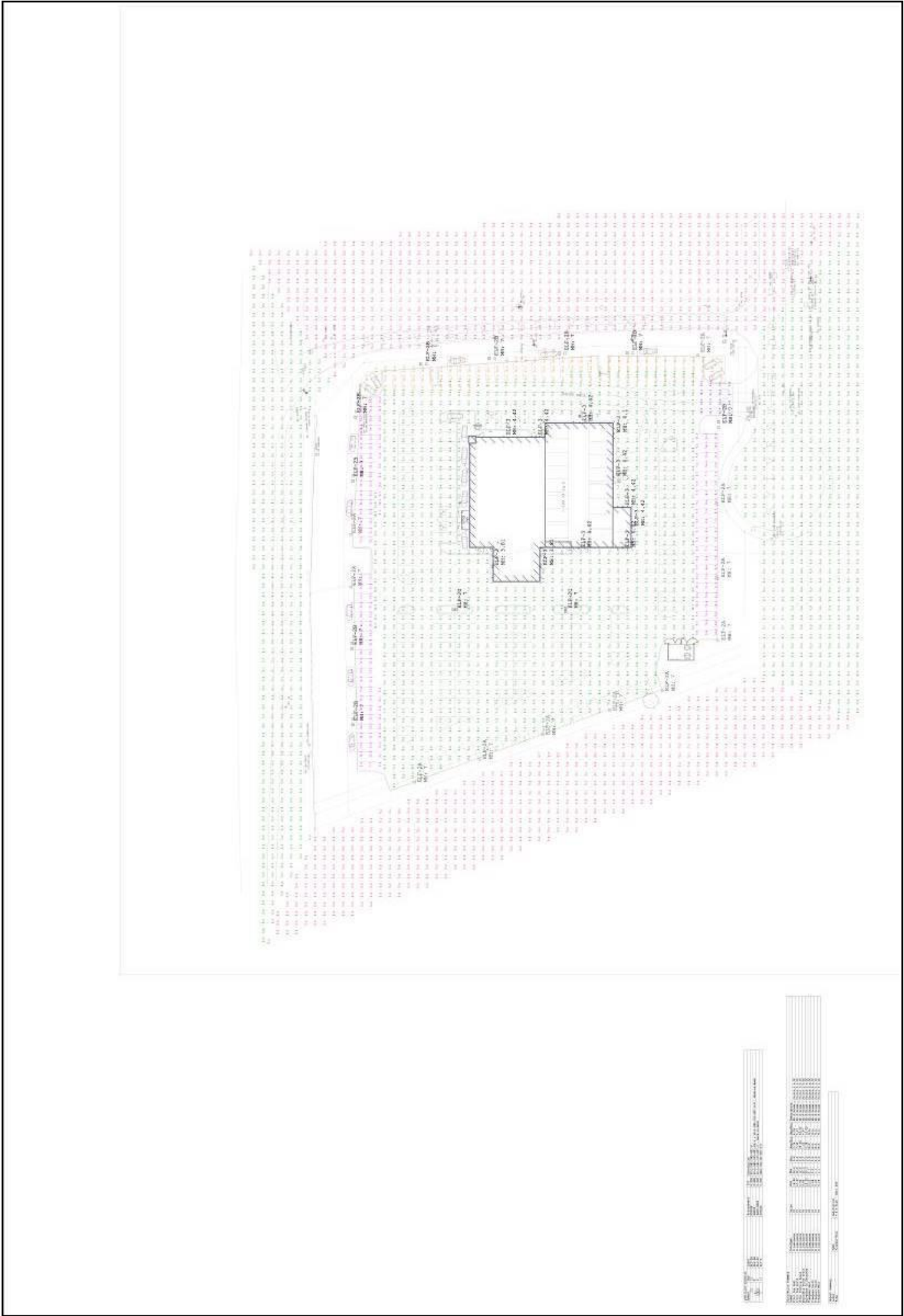
SCHEDULE "D"

LANDSCAPE PLAN



SCHEDULE "E"

PHOTOMETRIC PLAN





The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: October 27, 2020

Report Number: PWES-2020-34

Subject: Request to Levy 2015-2018 Municipal Drain Maintenance Costs

Recommendations

It is recommended:

That Report PWES-2020-34 Request to Levy 2015-2018 Municipal Drain Maintenance Costs, **be received;**

And that By-Law 2020-65 to levy maintenance costs for the drains attached in Appendix A, **be adopted.**

Background

The purpose of this report is to authorize the Chief Financial Officer to recover the costs incurred during maintenance of the drains listed in Appendix A in accordance with section 61(1) of the *Drainage Act* (Act).

Section 74 of the Act instructs that any drainage works constructed under a by-law passed under the Act shall be maintained and repaired by each municipality through which it passes at the expense of all upstream lands and roads in the proportions determined by the then current by-law.

The Town has completed maintenance and applied for a grant for the drains listed in Appendix A, at the request of affected landowners, including the Town. Costs associated with these projects are now eligible to be levied and collected by the Town.

Comments

Section 61(1) of the Act stipulates that Council shall by by-law impose upon the land assessed for drainage works the assessment with which it is chargeable, and the amount so imposed is payable in such instalments as Council may prescribe. The individual assessments to the affected lands are to be in the proportions set out in the current adopted by-law for the respective municipal drain. Through recent communication with the Ministry of Agriculture, Food and Rural Affairs (OMAFRA) regarding the availability of grant funds, OMAFRA advised that municipalities not yet completing maintenance levying should do so in accordance with the Act.

Consultations

Corporate Services & Clerk
Financial Services

Financial Implications

Other than the costs to administer the projects (i.e. Administration staff time), the cost of maintenance is 100% recoverable by the affected lands and roads including the Town's portion as detailed in Appendix A.

The total drainage assessment to the Town for the Drain maintenance in Appendix A is \$23,184.60. The Town will utilize the Municipal Drain Lifecycle Reserve to pay for their drainage assessments.

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:

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

Reviewed by:

John Henderson, P.Eng.
Manager Engineering Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

1

Appendix A – 2015-2018 Municipal Drain Maintenance Costs

Appendix A - 2015-2018 Municipal Drain Maintenance Costs				
Name of Drain	Governing By-Law	Maintenance Costs	OMAFRA Grant	Net Assessment
8th Concession Road South	2000-99	\$ 18,245.46	\$ 3,536.64	\$ 14,708.82
North 12th Concession	98-15	\$ 29,268.84	\$ 5,604.87	\$ 23,663.97
South Talbot East & 12th Line	80-50	\$ 38,112.63	\$ 7,548.29	\$ 30,564.34
Malden Road South Upper	2013-81	\$ 1,598.34	\$ 267.01	\$ 1,331.33
11th Concession	1999-27	\$ 4,145.39	\$ 287.36	\$ 3,858.03
O'Keefe Drain	2015-74	\$ 1,908.92	\$ 184.34	\$ 1,724.58
South Talbot Holden Outlet	2006-47	\$ 2,145.30	\$ 377.07	\$ 1,768.23
East Townline (Pike Creek)	2016-53	\$ 2,005.88	\$ 505.88	\$ 1,500.00
East Branch of the East Delisle	84-8	\$ 10,038.20	\$ 1,668.66	\$ 8,369.54
Sylvester	1656	\$ 6,964.17	\$ 2,114.96	\$ 4,849.21
West Branch of East Delisle	77-55	\$ 15,400.07	\$ 2,180.92	\$ 13,219.15
10th Concession	42-2015	\$ 2,810.79	\$ 687.89	\$ 2,122.90
Lavin	94-23	\$ 12,156.55	\$ 3,885.52	\$ 8,271.03
Reyner	2001-038	\$ 669.68	\$ 82.68	\$ 587.00
West Branch Delisle	2016-49	\$ 289.10	\$ 69.53	\$ 219.57
TOTAL		\$ 145,759.32	\$ 29,001.62	\$ 116,757.70

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 65

A By-law to amend drainage assessments estimated in engineer reports based on actual costs incurred for the construction of various drains.

Whereas by-laws have been passed by The Corporation of the Town of Tecumseh to authorize the construction, repair and/or improvement of certain drainage works;

And Whereas such construction, repair and/or improvement have been completed and the actual costs of construction, repair and/or improvement vary from the estimate previously adopted;

And Whereas under the provisions of the *Drainage Act*, R.S.O., 1990, Chap. D.17, Section 62(1), the Council of The Corporation of the Town of Tecumseh shall apply every surplus or deficiency proportionately according to the assessment schedules and the rates imposed by it for the said drainage works.

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

1. **That** the Treasurer for The Corporation of the Town of Tecumseh, is hereby authorized to levy and collect upon such lands as described in the drainage by-laws for certain drains in accordance with the attached Schedule A amended amount which reflect actual costs, and that these rates be levied and collected in the same manners as taxes.
2. **That** the actual amounts attached in Appendix A for the above drains form part of this by-law.

This By-law shall come into full force and effect upon the final passing thereof.

Read a first, second, third time and finally passed this 27th day of October, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

By-law 2020-65 Appendix A - 2015-2018 Municipal Drain Maintenance Costs				
Name of Drain	Governing By-Law	Maintenance Costs	OMAFRA Grant	Net Assessment
8th Concession Road South	2000-99	\$ 18,245.46	\$ 3,536.64	\$ 14,708.82
North 12th Concession	98-15	\$ 29,268.84	\$ 5,604.87	\$ 23,663.97
South Talbot East & 12th Line	80-50	\$ 38,112.63	\$ 7,548.29	\$ 30,564.34
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Reyner	2001-038	\$ 669.68	\$ 82.68	\$ 587.00
West Branch Delisle	2016-49	\$ 289.10	\$ 69.53	\$ 219.57
TOTAL		\$ 145,759.32	\$ 29,001.62	\$ 116,757.70

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 66

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and St. Clair Beach Retirement Community

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of the lands and premises known as the Lakewood Park, located at 13451 Riverside Drive, in the Town of Tecumseh (Park);

And whereas the Town entered into an Agreement with St. Clair Beach Retirement Community effective January 1, 2015, for a five-year term (Current Agreement) for permission to use 25 parking spaces in the parking lot located in the Park on the south side of Riverside Drive;

And whereas the Current Agreement provides an option to St. Clair Beach Retirement Community to renew the Agreement for a further five-year term;

And whereas St. Clair Beach Retirement Community is now known as Chartwell Master Care LP O/A Chartwell St. Clair Beach Retirement Chartwell Retirement Residences (Chartwell);

And Whereas Chartwell has requested a further five-year term Agreement to use the Town's 25 parking spaces and the Town is desirous of approving of further five-year term Agreement;

And whereas pursuant to the *Municipal Act, S. O. 2001, c.25 s.5(3)*, the powers of a municipality shall be exercised by its Council by by-law.

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement between The Corporation of the Town of Tecumseh and Chartwell Master Care LP O/A Chartwell St. Clair Beach Retirement Chartwell Retirement Residences, a copy of which Agreement is attached hereto and forms part of this by-law, and to do such further and other acts which may be necessary to implement the said Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 27th day of October, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

8. It is further understood and agreed that the Corporation may schedule special events at the Park. During these special events, the Corporation will reserve a minimum of 16 designated parking spaces in the Park for the Lessee which will be identified with signage. The Corporation will notify the Lessee at least four (4) weeks in advance of a special event.
9. Notwithstanding paragraph 1, the Corporation may terminate this agreement at any time if the Lessee fails to perform any of its covenants and obligations provided that the Corporation provides at least thirty (30) days' notice in writing of termination. If within the thirty (30) day period, the Lessee complies with all covenants and obligations contained in this agreement, then the notice of termination will become null and void.
10. The Lessee has the option to negotiate renewal terms for an additional five (5) year term, upon providing 120 days' notice in writing to the Corporation. If the parties are unable to agree to terms of renewal by October 31, 2025, then this agreement will terminate on December 31, 2025.
11. 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 Lessee or by the Lessee 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 Lessee, to:

Chartwell Master Care
7070 Derrycrest Drive
Mississauga, ON L5W 0G5
Attention: Colleen Laing

in the case of the Corporation, to:

Town of Tecumseh
917 Lesperance Road
Tecumseh, ON N8N 1W9
Attention: Clerk

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

12. The parties agree that any disputes pursuant to this agreement will be determined pursuant to the *Arbitrations Act*, R.S.O. 1990, Chapter A-24.

In Witness Whereof the parties hereunto affixed their signatures and corporate seals, attested to by the hands of their proper officers duly authorized In That Behalf.

Signed, Sealed & Delivered
in the presence of:

Seal

Witness

Date

) **The Corporation of the**
) **Town of Tecumseh**
)
)
) _____
) Mayor Gary McNamara
)
)
) _____
) Laura Moy, Clerk
) We have authority to bind the Corporation
)
) **Chartwell Master Care**
)
)
) _____
) Colleen Lang, Vice President
) Operations and Sales
) I have authority to bind the Corporation

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 67

Being a by-law to authorize the execution of an Agreement between The Corporation of the Town of Tecumseh and Olinda Farms Inc.

Whereas The Corporation of the Town of Tecumseh ([Town]) is the owner of the lands legally described as Part Lots 14, 15 and 16, Concession 12, designated as Part 2, Plan 12R-25526 in the Town of Tecumseh, registered in the Land Titles office in Windsor on August 11, 2013, (Town Lands);

And whereas Olinda Farms Inc. (Farmer) is interested farming the Town Lands;

And whereas the Town and Farmer entered into an Agreement (Agreement) on May 26, 2020, for a one-year term ending in 2020, containing an option to renew the Agreement for a further two-year term;

And whereas the Farmer has requested a further two-year Agreement and the Town is desirous of entering into an Agreement to permit the Farmer to grow crops on the Town Lands for the 2021 and 2022 crop years;

And whereas under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law.

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

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Farm Lease Agreement dated the 27th day of October, 2020, between The Corporation of the Town of Tecumseh and Olinda Farms Inc., a copy of which Farm Lease 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 Farm Lease Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 27th day of October, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

FARM LEASE AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 2021.

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, 2021 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.

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 Q4 of 2020

Motion – October 27, 2020 Regular Council Meeting
Public Utilities Upgrades and Resident Consultation

Moved by: Councillor Andrew Dowie

Seconded by:

Whereas Tecumseh Town Council welcomes and values the investment in the delivery of services by public utilities to properties within municipal boundaries,

And Whereas significant upgrades and installations have been occurring to improve public utility services to residents and businesses of the Town of Tecumseh,

And Whereas the COVID-19 pandemic has resulted in an indefinite shift to work-from-home activities for many residents,

And Whereas residents are more reliant than ever on the continued daytime maintenance of public utilities,

And Whereas periodically, residents are experiencing losses to electrical supply and telecommunications services as a result of planned outages or the inadvertent severing of existing plant as a result of new installations,

And Whereas project contact information and scheduling information is sometimes shared with residents on a voluntary basis by public utilities,

And Whereas jurisdiction for the regulation of public telecommunications utilities resides with the federal government and cannot be mandated by the Town of Tecumseh;

Now Therefore Be It Hereby Resolved:

That all Public Utilities working in the municipal right-of-way **deliver** project contact information to residents in advance of the undertaking of construction activities, and

That all Public Utilities **deliver** notice of a planned outage to service infrastructure at least two business days prior to the planned outage, and

That all Public Utilities **supply** on-site utility markings when locates are requested through Ontario One Call for the municipal right-of-way in order to reduce the instances of unplanned outages, and

That all Public Utilities **undertake** a survey of private sprinkler installations prior to construction, and

That all Public Utilities **advise** residents of their landscaping restoration plan including timelines for reinstatement and contact information.

Motion – October 27, 2020 Regular Council Meeting
Regulations Regarding Storage and Parking of Commercial and Recreational
Vehicles/Trailers in Residents' Zones

Moved by: Councillor Andrew Dowie
Seconded by:

Whereas at its Special Meeting of December 8, 2009, Tecumseh Town Council received public feedback regarding Planning & Building Services Department Report No. 32/09 regarding Harmonization of Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residential Zones;

And Whereas Tecumseh Town Council did not accept harmonization of these regulations at a subsequent meeting of Council;

And Whereas on occasion, residents are reporting the presence of parked commercial, storage and recreation vehicles, units and trailers within the municipal right-of-way up to, and including, the municipal pavement edge in such a manner that it obscures sightlines to and from vehicles exiting private driveways;

And Whereas on occasion, residents are reporting the placement of these vehicles, units and trailers within the minimum side yard width for significant periods of time that result in similar impact to adjoining properties as a permanent structure including stormwater runoff, shade and loss of privacy.

Now Therefore Be It Hereby Resolved:

That the Tecumseh Town Council requests that Administration **bring forward** to Tecumseh Town Council proposed recommendations to regulate the parking of these vehicles, units and trailers within the municipal right-of-way in the former Town of Tecumseh, to ensure that visibility sightlines are maintained to private driveways, and to recommend appropriate regulations surrounding the parking of such vehicles, units and trailers in the minimum side yard of a private property.

**Motion – October 27, 2020 Regular Council Meeting
Short Term Rentals**

Moved by: Councillor Andrew Dowie

Seconded by:

Whereas the Ontario Ministry of Finance released in 2018 the "Home-Sharing Guide for Ontario Municipalities";

And Whereas the City of Toronto and City of Vaughan have regulated short-term rentals within their municipal boundaries and the City of Windsor has advised of its intent to regulate short-term rentals;

And Whereas residents of various neighbourhoods report unwelcome behaviour by tenants of short-term rental properties that have resulted in calls for law enforcement, conflict with short-term rental tenants over behaviour, and reported loss of environmental enjoyment of their properties;

And Whereas such incidents appear to be correlated to properties wherein the owner does not reside in the property and would not meet the definition of "home-sharing" as set by the Province;

Now Therefore Be It Hereby Resolved:

That the Tecumseh Town Council **requests** that Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 68

Being a by-law to confirm the proceedings of the October 27, 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 October 27, 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 October 27, 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 27th day of October, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk