

Regular Council Meeting Agenda

Date: Tuesday, November 24, 2020, 7:00 pm
Location: Electronic meeting live streamed at: <https://video.isilive.ca/tecumseh/live.html>.

Pages

- A. Roll Call
- B. Order
- C. Report Out of Closed Meeting
- D. Moment of Silence
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Re: Retirement
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M. Reports

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| 3. | Parks and Recreation Services | |
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| 4. | Planning and Building Services | |
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P. New Business

Q. Motions

1. Confirmatory by-law

a. November 24, 2020

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R. Notices of Motion

S. Next Meeting

Tuesday December 8, 2020

5:00 pm Policies & Priorities Committee Meeting

7:00 pm Regular Council Meeting

T. Adjournment

Regular Meeting of Council

Minutes

Date: Tuesday, November 10, 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 Committee & Community Services, Christina Hebert
Manager Strategic Initiatives, Lesley Reeves

A. Roll Call

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

A Moment of Silence is observed by the Members and Administration.

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. Regular Council Meeting - October 27, 2020

2. Special Council Meeting - October 27, 2020 - Community Safety and Well-being Plan

Motion: RCM - 332/20

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

That the October 27, 2020 minutes of the Regular Council Meeting and the October 27, 2020 minutes of the Special Council Meeting as were duplicated and delivered to the members, **be adopted**.

Carried

H. Supplementary Agenda Adoption

There are no supplementary agenda items.

I. Delegations

1. Cynthia Swift, Partner, KPMG LLP

Re: 2019 Audit

This delegation was moved to the November 24, 2020 Regular Council Meeting.

J. Communications - For Information

1. Township of Oro Medonte dated October 21, 2020

Re: Request for Support to Declare Snowsports, Skiing and Snowboarding, Alpine and Nordic Deemed Essential in Stage 2

2. Local Authority Services (LAS) dated October 22, 2020

Re: Natural Gas Program, 2018-2019 Period Reserve Fund Rebate and Updated Agreement

3. Town of Lincoln dated October 27, 2020

Re: Support Resolution Letter Regarding Cannabis Production Facilities

4. Township of Huron-Kinloss dated October 28, 2020

Re: Review of Municipal Elections

5. Township of Huron-Kinloss dated October 28, 2020

Re: Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal

6. City of Belleville dated October 28, 2020

Re: Accessibility for Ontarians with Disabilities Act - Website Support

7. The County of Prince Edward dated November 3, 2020

Re: Bill 218 Supporting Ontario's Recovery and Municipal Elections Act, 2020

8. Municipality of St. Charles dated November 3, 2020

Re: Broadband Access

9. Town of Grimsby dated November 4, 2020

Re: Proposed Regulation under the Ontario Heritage Act - Bill 108

Motion: RCM - 333/20

Moved by Councillor Brian Houston

Seconded by Councillor Bill Altenhof

That Communications - For Information 1 through 9 as listed on the Tuesday, November 10, 2020 Regular Council Agenda, **be received**.

Carried

K. Communications - Action Required

There is no Communications- Action Required.

L. Committee Minutes

1. Personnel Committee - October 27, 2020

Motion: RCM - 334/20

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That the Tuesday, October 27, 2020 minutes of the Personnel Committee as were duplicated and delivered to the members, **be adopted**.

Carried

M. Reports

1. Corporate Services & Clerk

- a. CS-2020-32 Award Nominations Evaluation Form Update

Motion: RCM - 335/20

Moved by Councillor Rick Tonial

Seconded by Councillor Brian Houston

That Report CS-2020-32 entitled “Award Nominations Evaluation Form Update” **be received;**

And that the Town’s Awards Policy No. 2, as amended, including revisions to the Evaluation Form, and appended to CS-2020-32, **be approved.**

Carried

- b. CS-2020-36 Donation to Goodfellows

Motion: RCM - 336/20

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Bill Altenhof

That the provisions set in the Proclamation, Declaration and Donation Requests Policy No. 23 **be waived** to allow for a one-time donation to be made on behalf of the Town;

And that \$1,500 of the annual Holiday Dinner budget allocation **be donated** to the local Windsor Goodfellows Holiday Drive.

Carried

2. Financial Services

- a. FS-2020-17 2019 Development Charge Reserve Fund Statement

Motion: RCM - 337/20

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That the 2019 Development Charge Reserve Fund Statement, prepared in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43, **be received,**

And that the 2019 Development Charge Reserve Fund Statement **be made available** to the public on the Town’s website in accordance with the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43 (2.1); 2015, c. 26, s. 7 (1),

And further that the report **be forwarded** upon request to the Ministry of Municipal Affairs and Housing as per the *Development Charges Act, 1997*, S.O. 1997, c. 27, s. 43 (3); 2015, c. 26, s. 7 (2).

Carried

3. Information & Communication Services
 - a. ICS-2020-03 Telus Corporate Purchasing Group Agreement

Motion: RCM - 338/20

Moved by Councillor Andrew Dowie

Seconded by Councillor Tania Jobin

That ICS-2020-03 entitled “Telus Corporate Purchasing Group Agreement”, **be received**;

And that By-law No. 2020-69, being a by-law to authorize the Mayor and Director Information & Communication Services to execute the Telus Corporate Purchasing Group Agreement between The Corporation of the Town of Tecumseh and Telus Communication Company, **be approved**.

Carried

N. By-Laws

1. **By-law 2020-69**

Motion: RCM - 339/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Andrew Dowie

That By-law 2020-69 being a by-law to authorize the execution of a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company.

Be given first and second reading.

Carried

Motion: RCM - 340/20

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That By-law 2020-69 being a by-law to authorize the execution of a Master Services Agreement between The Corporation of the Town of Tecumseh and TELUS Communications Company.

Be given third and final reading.

Carried

O. Unfinished Business

1. November 10, 2020

The Members receive the Unfinished Business listing for Tuesday, November 10, 2020.

P. New Business

The Members acknowledge the passing of John Jacobs and Dorothy Powers.

Q. Motions

1. By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation in the Town of Tecumseh

Motion: RCM - 341//20

Moved by Councillor Tania Jobin

Seconded by Deputy Mayor Joe Bachetti

Whereas a greenhouse operation is currently under construction on Agricultural Zoned land in Oldcastle which is proposed to be used for the cultivation of cannabis plants; and

Whereas following a presentation to Council by concerned citizens on October 22, 2019, regarding the potential impacts to the community regarding cannabis facilities, Council passed a motion referring the matter “to Administration for review and to report back to Council”; and

Whereas Administration partially addressed this matter by way of Report Number PBS-2020-24 wherein it was recommended that lands zoned Agricultural Zone in designated settlement areas be amended to prohibit, among other things, green house operations; and

Whereas a statutory public meeting was held to consider a change to the zoning by-law to give effect to the recommendation in Report Number PBS-2020-24; and

Whereas the Draft New Official Plan establishes that cannabis greenhouses would only be permitted on Agricultural lands subject to a site specific zoning by-law amendment that would have regard to, among other things, ‘the introduction of appropriate design details mitigating potential adverse impacts from odour and night light, with the ability to include appropriate terms in a site plan agreement to address such issues”; and

Whereas the Town of Kingsville has recently passed a by-law under the *Municipal Act* regulating public nuisances from odours and lighting resulting from the cultivation of cannabis plants; and

Whereas it is appropriate and in the best interests of the Town, residents, stakeholders and directly affected property owners that the Town consider

the preparation of a By-law that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants;

Now Therefore Be It Hereby Resolved:

That Administration review and report back to Council on the appropriateness of a By-law in accordance with the *Municipal Act* that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and

That Administration investigate opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.

Carried

2. Confirmatory by-law

a. November 10, 2020

Motion: RCM - 342/20

Moved by Councillor Bill Altenhof

Seconded by Councillor Rick Tonial

That By-Law 2020-70 being a by-law to confirm the proceedings of the Tuesday, November 10, 2020, regular meeting of the Council of The Corporation of the Town of Tecumseh **be given** first, second, third and final reading.

Carried

R. Notices of Motion

There are no notices of motions presented.

S. Next Meeting

Tuesday, November 24, 2020

6:00 pm Special Council Meeting - Awards Nominations and Committee Appointments

7:00 pm Regular Council Meeting

T. Adjournment

Motion: RCM - 343/20

Moved by Councillor Rick Tonial

Seconded by Councillor Bill Altenhof

That there being no further business, the Tuesday, November 10, 2020 meeting of the Regular Council **be adjourned** at 7:37pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Public Meeting of Council

Minutes

Date: Tuesday, November 10, 2020
Time: 6:00 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

B. Call to Order

The Mayor calls the meeting to order at 6:00 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 the proposed zoning by-law amendment to rezone 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 "Industrial Zone (M1-26)" to permit the addition of general or business offices and professional offices as permitted uses. In addition, the proposed M1-26 Zone will include site-specific parking requirements establishing a minimum of

17 off-street spaces. The subject property is designated “Business Park” in the Sandwich South Official Plan.

The Director Planning & Building Services highlights the application as outlined in the report appended on the Agenda.

E. Delegations

1. Matt Thomas, Owner and Paul Dawson, Office Manager, Eleven Winds

Re: Applicant

Mr. Matt Thomas explains the nature of their software development business and their growing need for an expansion of their office facilities.

F. Communications

1. Notice of Public Meeting
2. Aaron Monminie dated October 23, 2020

Re: Rezoning 13375 Desro

3. Michelle Girard dated October 23, 2020

Re: Rezoning 13375 Desro

4. Pat LoDuca dated October 22, 2020

Re: Rezoning 13375 Desro

Motion: PCM - 21/20

Moved By Deputy Mayor Joe Bachetti

Seconded By Councillor Rick Tonial

That Communications - For Information 1 through 4 as listed on the Tuesday, November 10, 2020 Public Council Meeting Agenda, **be received.**

Carried

G. Reports

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

Motion: PCM - 22/20

Moved By Councillor Bill Altenhof

Seconded By Councillor Tania Jobin

That Report PBS-2020-34 D19 DESRO, Zoning By-law Amendment, 13375 Desro Drive, **be received.**

Carried

H. Adjournment

Motion: PCM - 23/20

Moved By Councillor Bill Altenhof

Seconded By Councillor Brian Houston

That there being no further business, the Tuesday, November 10, 2020 meeting of the Public Council Meeting **be adjourned** at 6:13 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk

Consolidated Financial Statements of

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

Year ended December 31, 2019

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Financial Statements

Year ended December 31, 2019

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Management's Responsibility for the Consolidated Financial Statements

The accompanying consolidated financial statements of The Corporation of the Town of Tecumseh (the "Town") are the responsibility of the Town's management and have been prepared in compliance with legislation, and in accordance with Canadian public sector accounting standards. A summary of the significant accounting policies are described in Note 1 to the consolidated financial statements. The preparation of financial statements necessarily involves the use of estimates based on management's judgment, particularly when transactions affecting the current accounting period cannot be finalized with certainty until future periods.

The Town's management maintains a system of internal controls designed to provide reasonable assurance that assets are safeguarded, transactions are properly authorized and recorded in compliance with legislative and regulatory requirements, and reliable financial information is available on a timely basis for preparation of the consolidated financial statements. These systems are monitored and evaluated by management.

Management meets with the external auditors to review the consolidated financial statements and discuss any significant financial reporting or internal control matters prior to their approval of the consolidated financial statements.

The consolidated financial statements have been audited by KPMG LLP, independent external auditors appointed by the Town. The accompanying Independent Auditors' Report outlines their responsibilities, the scope of their examination and their opinion on the Town's consolidated financial statements.



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INDEPENDENT AUDITORS' REPORT

To the Members of Council, Inhabitants and Ratepayers of The Corporation of the Town of Tecumseh

Opinion

We have audited the consolidated financial statements of The Corporation of the Town of Tecumseh (the Entity), which comprise:

- the consolidated statement of financial position as at end December 31, 2019
- the consolidated statement of operations and accumulated surplus for the year then ended
- the consolidated statement of changes in net financial assets for the year then ended
- the consolidated statement of cash flows for the year then ended
- and notes to the consolidated financial statements, including a summary of significant accounting policies

(Hereinafter referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the consolidated financial position of the Entity as at end of December 31, 2019, and its consolidated results of operations and accumulated surplus, its consolidated, its consolidated changes in net financial assets and its consolidated cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the "**Auditors' Responsibilities for the Audit of the Financial Statements**" section of our auditors' report.

We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada and we have fulfilled our other ethical responsibilities in accordance with these requirements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian public sector accounting standards and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditors' report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors' report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Chartered Professional Accountants, Licensed Public Accountants

Windsor, Canada

DATE

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Financial Position

December 31, 2019, with comparative information for 2018

	2019	2018
Financial assets		
Cash and cash equivalents	\$ 46,714,500	\$ 37,603,828
Taxes receivable	2,166,794	2,202,683
Accounts receivable	2,135,784	2,212,790
Promissory note receivable - government business enterprise (note 2)	1,544,408	1,544,408
Due from government business enterprise (note 2)	1,603,940	1,692,560
Accounts receivable - long term (note 3)	912,902	1,143,850
Investment - government business enterprise (note 4)	11,067,362	10,939,362
Investment - portfolio	1,400,000	1,200,000
	\$ 67,545,690	\$ 58,539,481

Liabilities

Accounts payable and accrued liabilities	\$ 4,961,661	\$ 4,006,738
Other current liabilities	2,993,960	2,583,751
Deferred revenue (note 5)	5,341,628	3,276,641
Employee future benefits payable (note 6)	11,074,222	10,963,273
Landfill post-closure liability (note 7)	611,791	611,050
Municipal debt (note 8)	15,019,426	16,652,907
	40,002,688	38,094,360

Net financial assets	27,543,002	20,445,121
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Non-financial assets

Tangible capital assets (schedule 1)	234,081,250	226,207,253
Inventories of supplies	159,028	180,660
Prepaid expenses	25,439	31,709
	234,265,717	226,419,622

Contingent liabilities (note 10)
Contractual obligations (note 11)
Subsequent event (note 18)

Accumulated surplus (note 9)	\$ 261,808,719	\$ 246,864,743
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See accompanying notes to consolidated financial statements.

Approved on behalf of Council:

Mayor

Treasurer

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Operations and Accumulated Surplus

Year ended December 31, 2019, with comparative information for 2018

	2019 Budget (note 14)	2019 Actual	2018 Actual
Revenues:			
Property taxes	\$ 23,755,457	\$ 23,786,798	\$ 23,128,867
User charges	12,524,570	12,340,821	12,182,582
Capital contributions	2,664,780	9,764,677	1,335,508
Government transfers	4,415,936	3,290,450	2,508,929
Investment income	1,079,700	1,356,867	1,141,000
Penalties and interest on property taxes	380,000	378,113	378,375
Income from government business enterprise (note 4)	782,175	588,099	926,572
Gain (loss) on disposal of tangible capital assets	(607,341)	(183,841)	49,353
Other	8,000	145,449	363,053
	45,003,277	51,467,433	42,014,239
Expenses:			
General government	4,952,647	4,229,842	4,520,330
Protection to persons and property	6,306,020	6,089,417	6,036,246
Transportation	7,389,322	7,032,576	7,323,390
Environmental	14,450,591	11,932,711	12,950,152
Social and family	49,289	46,304	49,132
Recreational and cultural	5,632,312	5,259,271	5,255,841
Planning and development	2,061,822	1,933,336	1,982,647
	40,842,003	36,523,457	38,117,738
Annual surplus	4,161,274	14,943,976	3,896,501
Accumulated surplus, beginning of year	247,085,744	246,864,743	242,968,242
Accumulated surplus, end of year	\$ 251,247,018	\$ 261,808,719	\$ 246,864,743

See accompanying notes to consolidated financial statements.

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Changes in Net Financial Assets

Year ended December 31, 2019, with comparative information for 2018

	2019 Budget (note 14)	2019 Actual	2018 Actual
Annual surplus	\$ 4,161,274	\$ 14,943,976	\$ 3,896,501
Acquisition of tangible capital assets	(14,005,404)	(15,840,967)	(3,839,742)
Change in tangible capital assets WIP	3,584,055	347,084	(1,792,191)
Amortization of tangible capital assets	7,387,925	7,384,205	7,163,213
(Gain) loss on disposal of tangible capital assets	607,341	183,841	(49,353)
Proceeds from sale of tangible capital assets	-	51,840	86,486
	(2,426,083)	(7,873,997)	1,568,413
Net change in inventories of supplies	-	21,632	(10,086)
Net change in prepaid expense	-	6,270	(2,525)
	-	27,902	(12,611)
Change in net financial assets	1,735,191	7,097,881	5,452,303
Net financial assets, beginning of year	6,362,863	20,445,121	14,992,818
Net financial assets, end of year	\$ 8,098,054	\$ 27,543,002	\$ 20,445,121

See accompanying notes to consolidated financial statements.

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Statement of Cash Flows

Year ended December 31, 2019, with comparative information for 2018

	2019	2018
Cash provided by (used in):		
Operations:		
Annual surplus	\$ 14,943,976	\$ 3,896,501
Items not involving cash:		
Amortization	7,384,205	7,163,213
Income from government business enterprise	(588,099)	(926,572)
(Gain) Loss on disposal of tangible capital assets	183,841	(49,353)
Change in non-cash operating working capital:		
Financial assets	201,515	(767,352)
Liabilities	3,541,809	2,445,304
Non-financial assets	27,902	(12,611)
Cash provided from operating transactions	25,695,149	11,749,130
Capital:		
Acquisition of tangible capital assets	(15,840,967)	(3,839,742)
Change in tangible capital assets	347,084	(1,792,191)
Proceeds on sale of tangible capital assets	51,840	86,486
Cash used in capital transactions	(15,442,043)	(5,545,447)
Investing:		
Accounts receivable - long-term - new	(60,047)	(543,839)
Accounts receivable - long-term - repayment	290,995	188,938
Investment portfolio purchases	(200,000)	(200,000)
Dividends from government business enterprise	460,099	446,572
Cash used in investing activities	491,047	(108,329)
Financing:		
Proceeds from issuance of municipal debt	-	275,200
Municipal debt principal repayment	(1,633,481)	(1,694,205)
Cash used in financing activities	(1,633,481)	(1,419,005)
Change in cash and cash equivalents	9,110,672	4,676,349
Cash and cash equivalents, beginning of year	37,603,828	32,927,479
Cash and cash equivalents, end of year	\$ 46,714,500	\$ 37,603,828

See accompanying notes to consolidated financial statements.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements

Year ended December 31, 2019

The Corporation of the Town of Tecumseh was formed on January 1, 1999, by the amalgamation of the former municipalities of the Village of St. Clair Beach, the Town of Tecumseh and the Township of Sandwich South.

1. Significant accounting policies:

The consolidated financial statements of The Corporation of the Town of Tecumseh (the "Municipality") are the responsibility of management. They have been prepared in accordance with Canadian generally accepted accounting principles established by the Public Sector Accounting Board ("PSAB") of the Chartered Professional Accountants Canada. The Corporation of the Town of Tecumseh is a municipality in the Province of Ontario and operates under the provisions of the Community Charter. The Municipality provides municipal services such as fire, policing, roads, water, wastewater, planning, parks, recreation and other general government services.

The focus of PSAB consolidated financial statements is on the financial position of the Municipality and the changes thereto. The Consolidated Statement of Financial Position includes all the assets and liabilities of the Municipality. Financial assets are those which provide resources to discharge existing liabilities or finance future operations. Municipal position represents the financial position and is the difference between assets and liabilities. This provides information about the Municipality's overall future revenue requirements and its ability to finance activities and meet its obligations.

(a) Basis of consolidation:

(i) Consolidated entities:

The consolidated financial statement reflect the financial assets, liabilities, revenue and expenses of all municipal organizations, committees and Boards which are owned or controlled by the Municipality. The following entities have been consolidated:

Tecumseh Business Improvement Area Board
Tecumseh Police Services Board

All inter-entity transactions and balances have been eliminated.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(a) Basis of consolidation (continued):

(ii) Non-consolidated entity:

The investment in Essex Power Corporation ("EPC") is accounted for using the modified equity basis of accounting. Under this method, the government business enterprise's accounting policies, which follow International Financial Reporting Standards ("IFRS"), are not adjusted to conform with Public Sector Accounting Standards. Inter-entity transactions and balances are not eliminated.

The Municipality recognizes its equity interest in the annual income or loss of EPC in its Consolidated Statement of Operations with a corresponding increase or decrease in its' investment account. Any dividends that the Municipality receives from EPC are reflected as reductions in the investment account.

(iii) Accounting for County of Essex and School Board transactions:

Taxation and other revenues with respect to the operations of the County of Essex (the "County") and School Boards are not reflected in the Consolidated Statement of Operations. In addition, the revenues, expenses, assets and liabilities with respect to the operations of the County and School Boards are not reflected in these consolidated financial statements except to the extent that any amounts due to or from are reported on the Consolidated Statement of Financial Position in "accounts receivable" or "accounts payable".

(iv) Trust funds:

Trust funds and their related operations that are administered by the Municipality are not consolidated.

(v) Municipal debt:

The charges for municipal debt assumed by non-consolidated entities or by individuals, in the case of tile drainage and shoreline property assistance loans, are not reflected in these consolidated financial statements.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(b) Basis of accounting:

(i) Accrual basis of accounting:

Revenues and expenses are reported on the accrual basis of accounting. The accrual basis of accounting recognizes revenues, as they become available and measurable; expenses are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.

(ii) Cash and cash equivalents:

Management considers all highly liquid investments with maturity of three months or less at acquisition to be cash equivalents.

(iii) Portfolio investments:

Portfolio investments are recorded at cost unless there has been a decline in the market value which is other than temporary in nature in which case the investments are written down to market value.

(iv) Non-financial assets:

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They generally have useful lives extending beyond the current year, and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the Change in Net Financial Assets for the year.

(v) Accounts receivable – long term:

Interest is recognized as income in the year that it is earned.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(vi) Tangible capital assets:

Tangible capital assets are recorded at cost less accumulated amortization. Cost includes all costs directly attributable to acquisition or construction of the tangible capital asset including transportation costs, installation costs, design and engineering fees, legal fees and site preparation costs. Contributed tangible capital assets are recorded at fair value at the time of the donation, with a corresponding amount recorded as revenue. Amortization is recorded on a straight-line basis over the estimated life of the tangible capital asset commencing once the asset is available for productive use as follows:

Asset	Rate
Land improvements	20 – 50 years
Buildings	20 – 50 years
Leasehold improvements	15 – 50 years
Equipment / vehicles	3 – 40 years
Computer	4 – 12 years
Furniture and fixtures	10 years
Linear assets – roads	20 – 50 years
Linear assets – water	20 – 80 years
Linear assets – wastewater	65 years
Linear assets – stormwater	65 years

One half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use at which time they are capitalized.

The Municipality has a capitalization threshold of \$5,000 to \$10,000, so that individual tangible capital assets of lesser value are expensed, unless they are pooled because, collectively, they have greater than \$100,000 value, or for operational reasons. Examples of pools are desktop computer systems, furniture and fixtures, sidewalks and water meters.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(vii) Contribution of tangible capital assets:

Tangible capital assets received as contributions are recorded at their fair value at the date of receipt, and that fair value is also recorded as revenue. Similarly, transfers of assets to third parties are recorded as an expense equal to the net book value of the asset as of the date of transfer.

(viii) Leased assets:

Leases entered into that transfer substantially all the benefits and risks associated with ownership are recorded as the acquisition of a tangible capital asset and the incurrence of an obligation. The asset is amortized in a manner consistent with tangible capital assets owned by the Municipality, and the obligation, including interest thereon, is liquidated over the term of the lease. All other leases are accounted for as operating leases, and the rental costs are expensed as incurred.

(ix) Inventories:

Inventories held for consumption are recorded at the lower of cost and replacement cost.

(x) Taxation and related revenue:

Taxes are recognized as revenue in the year they are levied. Property tax billings are prepared by the Municipality based on assessment rolls issued by the Municipal Property Assessment Corporation ("MPAC"). Tax rates are established annually by Municipal Council, incorporating amounts to be raised for local services, the requisition made by the County in respect of County services and amounts the Municipality is required to collect on behalf of the Province of Ontario in respect of education taxes. A normal part of the assessment process is the issuance of supplementary assessment rolls, which provide updated information with respect to changes in property assessment. Once a supplementary assessment roll is received, the Municipality determines the taxes applicable and renders supplementary tax billings. Taxation revenue is recorded at the time tax billings are issued. Assessments and the related property taxes are subject to appeal and write off for physical changes to the property. Tax adjustments as a result of appeals are recorded when the results of the appeal process are known. The Municipality is entitled to collect interest and penalties on overdue taxes. This revenue is recorded in the period the interest and penalties are levied.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(x) Taxation and related revenue (continued):

Government transfers without eligibility criteria or stipulations are recognized as revenue when the transfer is authorized. Government transfers with eligibility criteria but without stipulations are recognized as revenue when the transfer is authorized and all eligibility criteria have been met. Government transfers with or without eligibility criteria but with stipulations are recognized as revenue in the period the transfer is authorized, except when and to the extent that the transfer gives rise to an obligation that meets the definition of a liability.

Sanitary sewer and water operations are funded by various revenues including frontage, connection and usage charges. Charges for sewer and water usage are recorded as user fees. Connection fee revenues are recognized when the connection has been established.

(xi) Deferred revenue:

Funds received for specific purposes which are externally restricted by legislation, regulation or agreement and are not available for general municipal purposes are accounted for as deferred revenue on the Consolidated Statement of Financial Position. Government transfers of gas taxes, development charges collected under the Development Charges Act, 1997 and parkland contributions collected under the Planning Act are reported as deferred revenue in the Consolidated Statement of Financial Position. The revenue is recognized in the Consolidated Statement of Operations in the year in which it is used for the specified purpose.

(xii) Retirement benefits and other employee benefit plans:

The Municipality accounts for its participation in the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer public sector pension fund, as a defined contribution plan. The OMERS plan specifies the retirement benefits to be received by employees based on length of service and pay rates.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

1. Significant accounting policies (continued):

(b) Basis of accounting (continued):

(xii) Retirement benefits and other employee benefit plans (continued):

Employee benefits include vacation entitlement, sick leave benefits and certain post-employment benefits. Vacation entitlements are accrued as entitlements are earned. Sick leave benefits and other post-employment benefits that accumulate over the period of service provided by employees are subject to actuarial valuations and are accrued in accordance with the projected benefit method, prorated on service and management's best estimate of salary escalation and retirement ages of employees, inflation rates, investment returns, wage and salary escalation, insurance and health care cost trends, employee turnover and discount rates. Actuarial gains and losses are amortized on a straight-line basis over the expected average remaining service life of the employee group.

(xiii) Use of estimates:

The preparation of consolidated financial statements in accordance with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Significant items subject to such estimates and assumptions include valuation allowances for receivables, certain accrued liabilities and obligations related to employee future benefits and the landfill post closure liability, the carrying value of tangible capital assets and the evaluation of contingencies. Actual results could differ from management's best estimates as additional information becomes available in the future.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

2. Government business enterprise:

	2019	2018
Note receivable from EPC (note 4), long-term interest rate of 4.00%, repayable up to 20% of the original balance of \$1,544,408 in each year. The Municipality can request payment in full upon a years notice subject to EPC's ability to make such payment. Term is from January 1, 2018 to December 31, 2022. The Municipality can defer any payment to a subsequent year.	\$ 1,544,408	\$ 1,544,408
Amount due from EPC relates to water and sewer billings collected by EPC on behalf of the Municipality under an ongoing agreement.	1,603,940	1,692,560

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

3. Accounts receivable – long term:

Accounts receivable – long term consists of the following:

	2019	2018
Debentures	\$ 650,957	\$ 837,550
Other	261,945	306,300
	<u>\$ 912,902</u>	<u>\$ 1,143,850</u>

(a) Debentures:

These accounts receivable are owing from taxpayers and are related to amounts recoverable with regards to infrastructure work completed and paid for by the Municipality but for which the taxpayers are responsible. Due to the work performed being substantial and the related costs being significant, the Municipality provides taxpayers the option to pay when the work is completed or to provide payments over a term of five years. If the taxpayer could prove undue hardship, then the Municipality allows for a term of 10 years.

	2019	2018
Receivable over a five year term in annual instalments of \$57,510 at an interest rate of 2.51% and will mature in 2021	\$ 110,828	\$ 164,215
Receivable over a five year term in annual instalments of \$43,013 at an interest rate of 3.04% and will mature in 2022	121,571	159,731
Receivable over a 10 year term in annual instalments of \$24,310 at an interest rate of 4.04% and will mature in 2022	67,411	88,160
Receivable over a five year term in annual instalments of \$22,077 at an interest rate of 3.67% and will mature in 2023	80,766	99,202
Receivable over a five year term in annual instalments of \$63,790 at an interest rate of 4.00% and will mature in 2023	231,551	283,982
Receivable over a 10 year term in annual instalments of \$5,349 at an interest rate of 4.53% and will mature in 2029	38,827	42,260
	<u>\$ 650,957</u>	<u>\$ 837,550</u>

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

3. Accounts receivable – long term (continued):

(b) Other:

	2019	2018
Municipal Drain receivable over a five year term in annual Installments of \$4,051 at an interest rate of 3.25% and matured in 2019	-	3,923
Municipal Drain receivables over a five year term in annual Installments of \$26,352 at an interest rate of 3.10% and will mature in 2020	25,734	50,694
Municipal Drain receivable over a five year term in annual Installments of \$16,245 at an interest rate of 2.95% and will mature in 2021	31,106	45,994
Sanitary Sewer receivable over a five year term in annual Installments of \$3,635 at an interest rate of 2.51% and will mature in 2021	7,005	10,379
Municipal Drain receivable over a five year term in annual Installments of \$14,381 at an interest rate of 3.45% and will mature in 2022	40,329	52,886
Municipal Drain receivable over a five year term in annual Installments of \$7,910 at an interest rate of 2.95% and will mature in 2022	22,396	29,438
Sanitary Sewer receivable over a five year term in annual Installments of \$6,565 at an interest rate of 3.95% and will mature in 2022	18,235	23,858
Municipal Drain receivable over a five year term in annual Installments of \$18,618 at an interest rate of 3.95% and will mature in 2023	52,098	83,002
Municipal Drain receivable over a five year term in annual Installments of \$1,376 at an interest rate of 4.00% and will mature in 2023	4,995	6,126
Municipal Drain receivable over a five year term in annual Installments of \$13,488 at an interest rate of 4.00% and will mature in 2024	60,047	-
	\$ 261,945	\$ 306,300

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

4. Investment – Government Business Enterprise:

- (a) Pursuant to the Energy Competition Act, the Municipality incorporated companies created for the purposes of generating, distributing and retailing electricity. The corporations include the former Utilities of the Towns of Amherstburg, Lasalle, Leamington and Tecumseh.

The Corporation of the Town of Tecumseh holds a 26.44% interest in Essex Power Corporation.

- (b) Investment balance at December 31, is comprised of the following:

	2019	2018
2,678,177 Class A voting common shares – EPC	\$ 2,678,177	\$ 2,678,177
2,289,242 Class B non-voting common shares – EPC	2,289,242	2,289,242
373,943 special shares, Class A non-voting – EPC	373,943	373,943
Share of accumulated earnings 26.44%	5,726,000	5,598,000
	<u>\$ 11,067,362</u>	<u>\$ 10,939,362</u>

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

4. Investment – Government Business Enterprise (continued):

(c) Supplementary financial information for EPC:

	(in thousands of dollars)	
	2019	2018
Current assets	\$ 3,979	\$ 3,866
Accounts receivable	8,645	10,286
Unbilled revenue	5,802	5,671
Other current assets	1,876	1,619
Property, plant and equipment	69,789	65,984
Intangible assets	5,462	6,618
Right-of-use assets	2,435	-
Goodwill	1,623	1,623
Deferred assets	1,359	1,563
Note receivable	1,665	1,714
Regulatory balances	13,421	10,920
Total assets and regulatory balances	\$ 116,056	\$ 109,864
Current liabilities	\$ 31,175	\$ 27,099
Long-term liabilities	25,397	25,005
Post-employment benefits	2,915	2,795
Deferred revenue	5,674	5,010
Deferred tax liabilities	5,602	4,127
Other non-current liabilities	1,695	15
Total liabilities	72,458	64,051
Share capital	19,667	19,667
Retained earnings	16,931	16,317
Net assets attributable to external Limited Partners	1,599	1,711
Accumulated other comprehensive income (loss)	1,370	1,406
Total equity	39,567	39,101
Regulatory balances	4,031	6,712
Total liabilities, equity and regulatory balances	\$ 116,056	\$ 109,864
Total revenues	\$ 88,898	\$ 84,294
Total expenses	(88,934)	(83,730)
Finance income (costs)	(1,155)	(1,047)
Income tax (recovery)	(1,476)	(661)
Net movement in regulatory balances, net of tax	5,182	(4,125)
Other comprehensive income (loss)	(36)	77
Total comprehensive income for the year	\$ 2,479	\$ 3,058
26.44% share of comprehensive income	\$ 655	\$ 809
26.44% share of Green Share Dividend	(16)	(16)
26.44% share of regulatory adjustments	(51)	135
Income from government business enterprise	\$ 588	\$ 928

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

5. Deferred revenue:

	2019 Opening balance	Contributions received	Externally restricted investments income	Revenue recognized	2019 Ending balance
Development charges	\$ 800,797	\$ 611,908	\$ 16,749	\$ (545,854)	\$ 883,600
Gas tax	1,212,618	790,942	60,818		2,064,378
Parkland development fees	553,077	11,000	11,568		575,645
Storm Sewer	710,149	1,076,989	30,867		1,818,005
	<u>\$3,276,641</u>	<u>\$ 2,490,838</u>	<u>\$ 120,002</u>	<u>\$ (545,854)</u>	<u>\$5,341,628</u>

6. Employee future benefits payable:

Employee future benefits payable consists of the following:

	2019	2018
Sick leave benefit plan (note 6 (b))	\$ 352,358	\$ 356,544
Health and dental (note 6 (c))	10,721,864	10,606,729
	<u>\$ 11,074,222</u>	<u>\$ 10,963,273</u>

(a) Pension:

Certain employees of the Municipality are eligible to be members of the Ontario Municipal Employees Retirement System ("OMERS"), a multi-employer pension plan. The plan provides defined pension benefits to employees based on their length of credited service and rates of pay. However, as OMERS does not segregate its pension assets and liabilities information by individual employer, there is not sufficient information to enable the Municipality to account for the plan as a defined benefit plan. At December 31, 2019, the OMERS plan is in a deficit position. Contributions rates for 2019 were 9.0% (2018 - 9.0%) for employee earnings below the year's maximum pensionable earnings and 14.6% (2018 - 14.6%) thereafter. During the year ended December 31, 2019, the Municipality contributed \$640,100 (2018 - \$617,838) to the plan. These contributions are the Municipality's pension benefit expense. No pension liability for this type of plan is included in the Municipality's Consolidated Statement of Financial Position.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

6. Employee future benefits payable (continued):

(b) Sick leave benefit plan:

The Municipality provides paid sick leave that can be carried forward up to a maximum of 65 days and employees may become entitled to a cash payment of one-half of the sick bank balance when they leave the Municipality's employment. The benefit costs and liabilities recorded in 2019 are based on an actuarial valuation prepared by an independent firm. The most recent actuarial valuation was performed as at December 31, 2018. Information about the Municipality's sick leave benefit plan is as follows:

	2019	2018
Accrued benefit liability, January 1	\$ 356,544	\$ 339,972
Expense for the year:		
Current service cost	31,400	28,835
Interest	11,836	10,207
Amortization of actuarial losses (gains)	(3,026)	(2,731)
Benefits paid for the year	(44,396)	(19,739)
Accrued benefit liability, December 31	352,358	356,544
Unamortized actuarial gains	(20,512)	(36,968)
Obligation, December 31	\$ 331,846	\$ 319,576

The main actuarial assumptions employed for the valuations are as follows:

	2019	2018
Discount rate	2.90%	3.60%
Rate of compensation increase	3.00%	3.00%

A sick leave reserve has been established in the amount of \$352,358 (2018 - \$356,544).

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

6. Employee future benefits payable (continued):

(c) Health and dental:

The Municipality pays certain benefits on behalf of its retired employees.

The Municipality provides life insurance, dental and health care benefits to certain employee groups after retirement until the members reach 65 years of age. In addition, the Municipality provides dental and health care benefits beyond age 65 until death for the union employees hired prior to March 31, 2010 and for management employees hired prior to January 9, 2007. The benefit costs and liabilities related to this plan are based on an actuarial valuation prepared by an independent firm. The date of the last actuarial valuation was as of December 31, 2018.

Information about the Municipality's health and dental plan is as follows:

	2019	2018
Accrued benefit liability, January 1	\$ 10,606,729	\$ 9,853,159
Expense for the year:		
Current service cost	208,238	453,500
Interest	333,689	377,581
Amortization of actuarial losses (gains)	(308,905)	49,334
Benefits paid for the year	(117,887)	(126,845)
Accrued benefit liability, December 31	10,721,864	10,606,729
Unamortized actuarial (gains)	(736,870)	(2,413,695)
Obligation, December 31	\$ 9,984,994	\$ 8,193,034

The main actuarial assumptions employed for the valuations are as follows:

	2019	2018
Discount rate	3.2%	4.0%
Rate of compensation increase:		
Dental	4.5%	4.5%
Health care:		
initial	6.5%	6.5%
ultimate reached in 2022	4.5%	4.5%

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

7. Landfill post-closure liability:

Landfill #3 was closed in 1997 and requires care consisting of hauling and treating leachate for an indefinite period of time. Landfill #3 is the joint responsibility of the Municipality, the Town of Lakeshore and the City of Windsor. The site is administered by the Essex Windsor Solid Waste Authority.

	2019	2018
Landfill post-closure liability, January 1	\$ 611,050	\$ 606,908
Expense for the year:		
Interest	26,035	27,008
Amortization of actuarial losses	1,109	3,537
Amounts paid for the year	(26,403)	(26,403)
Landfill post-closure liability, December 31	611,791	611,050
Unamortized actuarial losses	203,897	53,022
Obligation, December 31	\$ 815,688	\$ 664,072

The main actuarial assumptions employed for the valuations are as follows:

	2019	2018
Discount rate	3.20%	4.00%
Annual growth rate	2.50%	2.50%

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

8. Municipal debt:

- (a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following:

	2019	2018
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$348,228 including interest at 3.78%, due 2036	\$ 8,676,468	\$ 9,034,764
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$106,736 including interest at 4.71%, due 2025	1,104,547	1,260,466
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$75,229 including interest at 4.76%, due 2026	886,850	991,349
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$68,111 including interest at 4.95%, due 2027	890,924	979,735
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$61,485 including interest at 5.62%, due 2028	859,384	931,024
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$129,277 including interest at 3.65%, due 2020	251,644	494,349
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$31,583 including interest at 4.77%, due 2029	497,744	535,801
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$139,915 including interest at 3.89%, repaid during the year	-	271,873
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$26,241 including interest at 4.40%, due 2030	453,791	485,265
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$20,666 including interest at 3.59%, due 2031	400,108	426,367
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$28,680 including interest at 2.69%, due 2022	164,260	216,152

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

8. Municipal debt (continued):

- (a) The balance of municipal debt reported on the Consolidated Statement of Financial Position is made up of the following (continued):

	2019	2018
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$11,979 including interest at 3.41%, due 2032	249,892	264,943
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$28,020 including interest at 1.76%, due 2021	109,656	163,060
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$20,941 including interest at 2.29%, due 2022	120,758	159,212
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$11,356 including interest at 2.79%, due 2022	64,929	85,400
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$7,084 including interest at 1.50%, due 2020	14,010	27,810
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$2,651 including interest at 3.97% due 2033	56,518	59,487
Tile Drain Loans – repayable in annual installments including interest from 6% to 8%, due in various amounts to 2021	1,868	2,724
Ontario Infrastructure and Lands Corporation Debenture – repayable in semi-annual installments of \$10,649 including interest at 2.62%, due 2023	70,783	89,850
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$14,530 including interest at 3.00%, due 2023	108,772	134,000
Ontario Strategic Infrastructure Financing Authority Debenture – repayable in semi-annual installments of \$2,480 including interest at 3.28%, due 2028	38,388	42,000
	15,021,294	16,655,631
The Municipality is contingently liable for the tile drain loans listed above. The responsibility for payment of principal and interest charges has been assumed by individual landowners	(1,868)	(2,724)
Net municipal debt at the end of the year	\$ 15,019,426	\$ 16,652,907

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

8. Municipal debt (continued):

(b) Principal due on municipal debt reported in (a) is summarized as follows:

	Recoverable from taxes	Recoverable from benefiting landowners	Total
2020	\$ 1,237,408	\$ 178,035	\$ 1,415,443
2021	1,028,482	167,909	1,196,391
2022	1,073,103	115,602	1,188,705
2023	1,061,969	43,045	1,105,014
2024	1,109,097	4,250	1,113,348
	5,510,059	508,841	6,018,901
2025 – 2029	4,516,428	18,454	4,534,882
Thereafter	4,465,644	-	4,465,644
	\$ 14,492,131	\$ 527,295	\$ 15,019,426

(c) The municipal debt in the name of the Municipality has received the approval of the Ontario Municipal Board or has been approved by the Council of the Municipality by by-law. The annual principal and interest payments required to service these liabilities are within the annual debt repayment limit prescribed by the Ministry of Municipal Affairs and Housing.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

9. Accumulated surplus:

(a) Accumulated surplus consists of individual fund surplus (deficit) as follows:

	2019	2018
Surplus:		
Invested in tangible capital assets	\$ 234,081,250	\$ 226,207,253
Inventories	159,028	180,660
To be used to offset user charges and taxation	919,026	761,197
To be financed by user charges and municipal debt	(2,743,619)	(2,166,917)
Equity in EPC	10,632,624	10,504,625
Amounts to be recovered:		
Benefitting landowners	650,957	837,551
Vacation pay liability	(338,800)	(336,400)
Employee benefits payable	(11,014,824)	(10,903,875)
Landfill post-closure liability	(611,791)	(611,050)
Accrued interest on net long term liabilities	(44,100)	(48,300)
Municipal debt	(15,019,426)	(16,652,907)
Reserves and reserve funds (note 9 (b))	45,138,394	39,092,906
Total surplus	\$ 261,808,719	\$ 246,864,743

(b) Reserves and reserve funds consist of the following

	2019	2018
Reserves set aside for specific purposes by Council:		
Capital / lifecycle	\$ 26,144,000	\$ 20,951,063
Tax rate stabilization	4,454,986	4,991,614
Storm sewer	284,345	284,345
Working capital	216,300	216,300
Business improvement area	80,036	69,212
Sick and vacation leave	614,822	693,037
General	17,435	17,435
Fire Education Awareness	7,500	7,500
Community Improvement Plan	223,133	164,616
Total reserves	32,042,558	27,395,122
Reserve funds set aside for specific purposes by Council:		
Water capital	11,884,803	10,798,572
Sanitary sewers	(612,825)	(829,796)
Post-retirement benefits	1,765,170	1,729,008
HEC	58,688	-
Total reserve funds	13,095,836	11,697,784
Total reserve and reserve funds	\$ 45,138,394	\$ 39,092,906

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

10. Contingent liabilities:

During the normal course of operations, the Municipality is subject to various legal actions, including some which could be substantial. The settlement of the actions that can be reasonably estimated is not expected to have a material effect on the consolidated financial statements of the Municipality. Other legal actions may be at an early stage and therefore the likelihood and magnitude of impact cannot be reasonably determined.

11. Contractual obligations:

- (a) The former municipalities entered into agreements with the City of Windsor ("Windsor") whereby Windsor provides sewage treatment services to the Municipality at its Little River plant. In exchange for treatment services, the Municipality is responsible to the City of Windsor for a portion of debt charges associated with the Little River plant. Currently, there are no debt charges outstanding.

The Consolidated Statement of Financial Position does not reflect any assets or liabilities related to the Little River plant as the Municipality does not and will not have any ownership interest in the plant.

Included in the Consolidated Statement of Operations, are the following charges from the City of Windsor:

	2019	2018
Sewage treatment	\$ 1,291,940	\$ 1,238,109

- (b) The Municipality has entered into various service agreements. The two largest relate to Waste Collection and The Solicitor General of Ontario ("Police Services"). The obligations under these contracts approximate \$0.6M and \$3.3M respectively in expenditures on an annual basis. The duration of these contracts is five years. The contract with Police Services can be terminated by either party with written notice of one year.

12. Trust funds:

The Municipality does not administer any trust funds and, as such, there are no trust funds included in these consolidated financial statements.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

13. Operations of School Boards and the County of Essex:

The taxation, other revenues and expenditures of the School Boards and the County of Essex are comprised of the following:

	2019	2018
Taxation and share of payments in lieu and rights of way:		
School Boards	\$ 10,636,579	\$ 10,632,836
County	15,559,567	14,623,430
	26,196,146	25,256,266
Requisitions	26,196,146	25,256,266
Over levy for the year	\$ -	\$ -

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

14. Budget:

- (a) The Financial Plan (Budget) By-Law adopted by Council on December 11, 2018 was not prepared on a basis consistent with that used to report actual results ("Canadian public sector accounting standards"). The budget was prepared on a modified accrual basis while Canadian public sector accounting standards now require a full accrual basis. The budget figures anticipated using surpluses accumulated in previous years to reduce current year expenditures in excess of current year revenues to \$nil. In addition, the budget expensed all tangible capital expenditures rather than including amortization expense. Subsequently Council approved a report from the Treasurer restating the Financial Plan (Budget) to conform with PSAB basis of accounting. As a result, the budget figures presented in the Consolidated Statements of Operations and change in net financial assets represent the Financial Plan adopted by Council on December 11, 2018 with adjustments as follows:

	2019	2018
Financial Plan (Budget By-Law surplus) for the year	\$ 2,399,195	\$ 2,299,300
Add:		
Share of government business enterprises surplus	732,000	728,000
Landfill post-closure expenditures	29,000	29,000
Loss on sale of tangible capital assets	(607,341)	(433,800)
Capital expenditures	10,421,349	8,495,900
	10,575,008	8,819,100
Less:		
Accrued interest expense	(4,400)	(4,800)
Dividend from government business enterprise	433,000	420,000
Employee future benefits expense	975,000	955,000
Landfill post-closure expense	43,594	41,600
Amortization	7,387,925	7,230,100
	8,835,119	8,641,900
Budget surplus	\$ 4,139,084	\$ 2,476,500

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

14. Budget:

- (b) The Business Improvement Area (BIA) is a Consolidated Entity which is not included in the Budget By-Law adopted by Council. These Consolidated Budget figures include the BIA budget approved by the BIA Board. Total overall budget surplus is \$4,161,274:

	2019
Town	\$ 4,139,084
BIA	22,190
Budget surplus per Consolidated Statement of Operations	\$ 4,161,274

15. Tangible capital assets:

The Consolidated Schedule of Tangible Capital Assets (Schedule 1) provides information on the tangible capital assets of the Town by major assets as well as accumulated amortization of the assets controlled. The reader should be aware of the following relating to tangible capital assets:

(a) Contributed capital assets:

The Town records all tangible capital assets contributed by an external party at fair value on the earlier of the date received or of the transfer of risk and responsibility. Typical examples are roadways, water and sewer lines installed by a developer as part of a subdivision agreement. Transfers recorded amounted to \$9,006,361 (2018 - \$nil).

(b) Tangible capital assets recognized at nominal value:

Certain assets have been assigned a nominal value of one Canadian Dollar, because of the difficulty of determining a tenable valuation. These assets generally consist of small parcels of land acquired over seventy years ago.

(c) Works of art and historical treasures:

The town has been given and purchased a number of paintings and other pieces of artwork. Altogether, there are 35 pieces that were appraised at \$96,000 in 2005. These pieces are insured for \$100,000. These have not been capitalized.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

15. Tangible capital assets (continued):

(d) Capitalization of interest:

The Town has a policy of not capitalizing borrowing costs incurred when financing the acquisition of a tangible capital asset.

Tangible capital assets consist of:

	2019	2018
General:		
Land	\$ 22,623,758	\$ 22,623,758
Land improvements	6,415,525	6,755,003
Buildings	25,129,820	25,773,865
Leasehold improvements	759,087	796,249
Equipment and vehicles	6,579,114	6,839,392
Computer	387,846	338,068
Furniture and fixtures	110,183	119,064
Infrastructure:		
Roads	61,248,667	59,289,567
Underground and other networks	101,146,552	93,624,505
Assets under construction	9,680,698	10,027,782
	<u>\$ 234,081,250</u>	<u>\$ 226,207,253</u>

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

16. Public Sector Salary Disclosure Act:

The Public Sector Salary Disclosure Act requires all municipalities to disclose which, if any, employees or officers received remuneration totaling more than \$100,000 during the year.

Position	Name	Salary paid	Taxable benefits
Director Parks & Recreation	P. Anthony	\$ 146,377	\$ 1,558
Director Planning Services	B. Hillman	146,377	1,558
Director Corporate Services & Clerk	L. Moy	146,028	1,558
Chief Administrative Officer	M. Misek-Evans	139,686	1,517
Director Public Works	P. Bartnik	130,128	1,367
Director Information & Com Services	S. Fuerth	129,101	1,382
Manager Water Services	D. Berthiaume	120,472	1,283
Manager Planning Services/Senior Planner	C. Jeffery	120,472	1,283
Manager Roads & Fleet	K. McArdle	120,472	1,283
Director Financial Services & CFO	T. Kitsos	119,955	1,282
Manager Building Services	M. Voegeli	116,834	1,201
Manager Engineering Services	J. Henderson	107,657	1,100
Deputy Fire Chief	C. Mactier	105,936	1,140
Manager Facilities	R. Hammond	104,168	1,112
Manager Parks & Horticulture	K. Colthurst	103,502	1,112
Water Quality/Volunteer Firefighter	B. Dupuis	102,601	863
Manager Strategic Initiatives	L. Reeves	100,978	1,112
Manager Recreation	K. Rice	100,978	1,112

17. Segmented information:

The Town of Tecumseh is a diversified local municipal government that provides a wide range of services to its citizens, including police, fire, water, wastewater and parks and recreation. For management reporting purposes the Government's operations and activities are organized and reported by Fund. Funds were created for the purpose of recording specific activities to attain certain objectives in accordance with special regulations, restrictions or limitations. Town services are provided by departments and their activities are reported in these funds. Certain departments that have been separately disclosed in the segmented information, along with the services they provide, are as follows:

(a) General government:

General government consists of three categories: governance, corporate management and program support. It includes offices of Council, Chief Administrative Officer, Information Technology, Financial and Clerk Services.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

17. Segmented information (continued):

(b) Protection to persons and property:

Protection is comprised of Fire, Police, Conservation Authority and Protective Inspection and Control. The mandate of the Police Services department is to ensure the safety of the lives and property of citizens; preserve peace and good order; prevent crimes from occurring; detect offenders; and enforce the law. Conservation Authority includes the Town's share of the Essex Region Conservation Authority. The Fire Service department is responsible to provide fire suppression service; fire prevention programs; training and education related to prevention, detection or extinguishment of fires. Protective Inspection and Control ensures an acceptable quality of building construction and maintenance of properties through enforcement of construction codes, building standards and by-law for the protection of occupants.

(c) Transportation:

The Public Works department is responsible for the delivery of municipal public works services to the planning, development and maintenance of roadway systems, snow clearing and removal and street lighting.

(d) Environmental:

Includes water, wastewater as well as garbage collection and disposal. The department provides drinking water to citizens of Tecumseh, is responsible for collecting wastewater, and providing collection and disposal of waste. Recycling is provided at the County level.

(e) Social and Family:

It provides the Town's share of the Golden Age Club operations.

(f) Recreational and cultural:

The department provides public services that responds to citizens' leisure and cultural requirements. Facilities include a wide variety of parks plus a twin pad arena, pool and various community facilities.

THE CORPORATION OF THE TOWN OF TECUMSEH

Notes to Consolidated Financial Statements (continued)

Year ended December 31, 2019

17. Segmented information (continued):

(g) Business Improvement Area (BIA):

The BIA, a geographic area of the municipality, has a board of management which is an organization set up to provide business promotion and improvement functions. A BIA allows local business people and property owners to join together and with the support of the municipality, organize, finance and carry out physical improvement and promote economic development in their district. The local municipality is the body responsible for approving the budget of the BIA.

(h) Planning and development:

The Planning and Development department facilitates the orderly growth of the Town through approval to all land development plans in accordance with the Official Plan.

For each reported segment, revenues and expense represent both amounts that are directly attributable to the segment and amounts that are allocated on a reasonable basis. Therefore, certain allocation methodologies are employed in the preparation of segmented financial information. The General Revenue Fund reports on municipal services that are funded primarily by taxation such as property and business tax revenues. Taxation and payments-in-lieu of taxes are apportioned to General Revenue Fund services based on the Fund's net surplus. Certain government transfers, transfer from other funds, and other revenues have been apportioned based on a percentage of budgeted expenses. The accounting policies used in these segments are consistent with those followed in the preparation of the consolidated financial statements as disclosed in note 1. For additional information see the Consolidated Schedule of Segmented Disclosure (Schedule 2).

18. Subsequent event:

Subsequent to December 31, 2019, the COVID-19 outbreak was declared a pandemic by the World Health Organization and has had a significant financial, market and social dislocating impact.

At the time of approval of these financial statements, the Corporation did not have significant adjustments to reflect the possible future impact of COVID-19. Management has assessed the going concern assumptions and believes there are no issues, given that cost containment measures were implemented immediately following the declaration of emergency in March.

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Tangible Capital Assets

Schedule 1

Year ended December 31, 2019

	General							Infrastructure			Totals	
	Land	Land improvements	Buildings	Leasehold improvements	Equipment / vehicles	Computer	Furniture and fixtures	Linear assets - Roads	Linear assets - Water, wastewater and storm	Assets under construction	2019	2018
Cost:												
Balance, beginning of year	\$ 22,623,758	11,023,466	39,791,126	1,449,783	13,444,005	1,248,565	243,898	115,658,033	143,512,707	10,027,782	359,023,123	354,170,012
Add: Additions during the year		111,559	472,293	35,616	734,266	158,978	14,950	4,452,218	9,861,087	4,141,116	19,982,083	5,820,611
Less: Disposals during the year			17,301		495,819	61,049	16,879	535,563	268,075		1,394,686	778,822
Other										(4,488,200)	(4,488,200)	(188,678)
Balance, end of year	22,623,758	11,135,025	40,246,118	1,485,399	13,682,452	1,346,494	241,969	119,574,688	153,105,719	9,680,698	373,122,320	359,023,123
Accumulated amortization:												
Balance, beginning of year		4,248,463	14,017,261	653,534	6,604,613	910,497	124,834	56,368,466	49,888,202	-	132,815,870	126,394,346
Add: amortization		471,037	1,108,400	72,778	985,746	102,888	23,831	2,373,807	2,245,718	-	7,384,205	7,163,213
Less: accumulated amortization on disposals		-	9,363		487,021	54,737	16,879	416,252	174,753	-	1,159,005	741,689
Other										-	-	-
Balance, end of year	-	4,719,500	15,116,298	726,312	7,103,338	958,648	131,786	58,326,021	51,959,167	-	139,041,070	132,815,870
Net book value of tangible capital assets	\$ 22,623,758	\$ 6,415,525	25,129,820	\$ 759,087	\$ 6,579,114	\$ 387,846	\$ 110,183	61,248,667	101,146,552	9,680,698	\$ 234,081,250	\$ 226,207,253

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2019

2019	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
Revenues:									
Property taxes	\$ 3,537,340	\$ 5,361,395	\$ 5,450,215	\$ 5,402,581	\$ 19,334	\$ 3,128,299	\$ 121,893	\$ 765,741	\$ 23,786,798
Government transfers	32,118	171,745	2,046,103	807,626	22,627	56,988	33	153,210	3,290,450
User charges	238,555	899,006	198,602	9,244,348	2,031	1,644,584	7,323	106,372	12,340,821
Capital contributions	-	-	2,749,248	6,674,333	-	36,389	-	304,708	9,764,678
Investment income	279,878	316,335	135,601	369,640	2,075	200,380	2,143	50,815	1,356,867
Penalties and interest on property taxes	87,649	113,766	48,767	36,846	746	72,064	-	18,275	378,113
Income from government business enterprise	136,326	176,946	75,850	57,308	1,160	112,085	-	28,424	588,099
Gain (loss) on disposal of tangible capital assets	(6,312)	3,225	(113,293)	(93,322)	-	25,861	-	-	(183,841)
Other	-	-	-	375	-	145,074	-	-	145,449
	4,305,554	7,042,418	10,591,093	22,499,735	47,973	5,421,724	131,392	1,427,545	51,467,434
Expenses:									
Wages and benefits	3,036,374	1,575,370	1,245,845	1,464,598	-	2,305,892	42,316	632,940	10,303,335
Interest on municipal debt	-	-	272,486	44,328	-	337,160	-	-	653,974
Office supplies and equipment maintenance	227,269	16,191	9,917	24,721	64	18,910	11,658	4,762	313,492
Memberships	19,607	5,413	10,839	392	-	5,856	270	3,896	46,273
Conventions and training	53,007	17,083	12,432	16,509	-	17,683	779	17,472	134,965
Maintenance materials and supplies	22,818	85,816	415,555	219,767	867	413,148	-	2,746	1,160,717
Purchases for resale	8,930	-	-	1,418,966	-	38,176	-	-	1,466,072
Maintenance	16,487	117,820	252,298	386,738	1,830	231,914	-	1,350	1,008,437
Contract services	28,257	3,832,888	1,597,991	4,056,699	-	111,777	-	513,446	10,141,058
Professional	374,559	15,887	185,375	899,698	-	12,197	4,371	531,553	2,023,640
Vehicle and equipment leases	2,376	-	-	-	-	-	-	-	2,376
Utilities	25,648	44,164	210,425	169,959	7,178	362,033	-	2,571	821,978
Insurance	69,657	37,741	54,395	110,903	4,094	70,336	-	4,075	351,201
Grants and donations	10,000	-	-	38,180	21,000	-	-	66,482	135,662
Amortization	147,202	305,722	2,746,054	3,010,426	11,271	1,158,728	-	4,802	7,384,205
Other	134,444	35,322	18,965	60,006	-	162,197	61,175	26,673	498,782
Financial	12,333	16,009	6,862	16,004	105	23,406	-	2,572	77,291
	4,188,968	6,105,426	7,039,439	11,937,894	46,409	5,269,413	120,569	1,815,340	36,523,458
Annual surplus (deficit)	\$ 116,586	\$ 936,992	3,551,654	\$ 10,561,841	\$ 1,564	\$ 152,311	\$ 10,823	\$ (387,795)	\$ 14,943,976

THE CORPORATION OF THE TOWN OF TECUMSEH

Consolidated Schedule of Segment Disclosure

Schedule 2

Year ended December 31, 2019

2018	General government	Protection to persons and property	Transportation	Environmental	Social and family services	Recreation and culture	BIA	Planning and development	Totals
Revenues:									
Property taxes	\$ 3,534,948	\$ 5,223,407	\$ 5,450,069	\$ 5,102,954	\$ 19,988	\$ 2,938,213	\$ 106,687	\$ 752,601	\$ 23,128,867
Government transfers	16,613	182,834	179,105	1,815,538	23,258	86,931	2,726	201,924	2,508,929
User charges	252,237	874,790	185,054	9,122,036	2,137	1,629,194	14,772	102,362	12,182,582
Capital contributions	-	-	116,065	796,009	-	55,774	-	367,660	1,335,508
Investment income	226,902	265,903	108,857	333,678	1,754	161,331	1,956	40,619	1,141,000
Penalties and interest on property taxes	89,846	115,435	47,258	37,403	761	70,038	-	17,634	378,375
Income from government business enterprise	220,017	282,681	115,725	91,593	1,864	171,511	-	43,181	926,572
Gain (loss) on disposal of tangible capital assets	1,098	(1,722)	4,011	(19,579)	-	65,545	-	-	49,353
Other	-	13,407	-	-	-	343,893	-	5,753	363,053
	4,341,661	6,956,735	6,206,144	17,279,632	49,762	5,522,430	126,141	1,531,734	42,014,239
Expenses:									
Wages and benefits	3,048,975	1,647,172	1,341,693	1,546,255	-	2,290,080	51,787	637,961	10,563,923
Interest on municipal debt	-	-	298,307	66,430	-	350,229	-	-	714,966
Office supplies and equipment maintenance	251,241	17,744	7,931	44,248	969	18,654	9,488	4,066	354,341
Memberships	17,202	5,658	10,290	118	-	4,866	485	3,427	42,046
Conventions and training	65,395	27,790	11,450	18,544	-	16,296	1,446	17,494	158,415
Maintenance materials and supplies	51,977	95,841	510,228	205,573	20	456,246	-	2,129	1,322,014
Purchases for resale	7,449	-	-	1,523,699	-	38,103	-	-	1,569,251
Maintenance	11,733	104,217	305,633	292,771	4,155	189,739	-	-	908,248
Contract services	31,620	3,675,626	1,803,641	5,062,416	-	161,292	-	428,017	11,162,612
Professional	495,731	17,012	54,598	734,924	-	9,532	794	418,121	1,730,712
Vehicle and equipment leases	2,329	-	-	-	-	-	-	-	2,329
Utilities	26,382	42,724	204,781	169,002	5,990	351,849	-	1,831	802,559
Insurance	95,634	58,013	74,781	130,261	5,726	96,858	-	4,848	466,121
Grants and donations	15,000	42,711	-	102,130	21,000	-	-	319,923	500,764
Amortization	147,374	268,807	2,673,229	2,942,759	11,272	1,117,344	-	2,428	7,163,213
Other	132,808	32,931	26,828	84,860	-	141,320	53,931	24,442	497,120
Financial	28,371	36,451	14,923	38,002	240	35,549	-	5,568	159,104
	4,429,221	6,072,697	7,338,313	12,961,992	49,372	5,277,957	117,931	1,870,255	38,117,738
Annual surplus (deficit)	\$ (87,560)	\$ 884,038	(1,132,169)	\$ 4,317,640	\$ 390	\$ 244,473	\$ 8,210	\$ (338,521)	\$ 3,896,501

The Corporation of the Town of Tecumseh

Audit Findings Report
for the year ended December 31, 2019

PREPARED OCTOBER 21, 2020

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KPMG contacts



The contacts at KPMG in connection with this report are:



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Lead Audit Engagement Partner

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NAME

Audit Manager

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Executive summary

Purpose of this report¹

The purpose of this Audit Findings Report is to assist you, as a member of the Municipal Council, in your review of the results of our audit of the consolidated financial statements as at and for the year ended December 31, 2019.

Finalizing the Audit

As of October 21, 2020, we have completed the audit of the consolidated financial statements, with the exception of certain remaining procedures, which include amongst others:

- Completing our discussions with Council
- Obtaining evidence of the Council's approval of the financial statements
- Receipt of the signed representation letter

We will update Council on significant matters, if any, arising from the completion of the audit, including the completion of the above procedures. Our auditors' report will be dated upon the completion of any remaining procedures.

Significant accounting policies and practices

There have been no initial selections of, or changes to, significant accounting policies and practices to bring to your attention.

Uncorrected differences

We did not identify differences that remain uncorrected.

Control deficiencies

We did not identify any control deficiencies that we determined to be significant deficiencies in internal control over financial reporting.

¹ This Audit Findings Report should not be used for any other purpose or by anyone other than Council, and Management of the Entity. KPMG shall have no responsibility or liability for loss or damages or claims, if any, to or by any third party as this Audit Findings Report has not been prepared for, and is not intended for, and should not be used by, any third party or for any other purpose.

Materiality

Materiality is used to identify risks of material misstatements, develop an appropriate audit response to such risks, and evaluate the level at which we think misstatements will reasonably influence users of the financial statements. It considers both quantitative and qualitative factors. To respond to aggregation risk, we design our procedures to detect misstatements at a lower level of materiality.

Materiality determination	Comments	amount
Materiality	e.g., Determined to plan and perform the audit and to evaluate the effects of identified misstatements on the audit and of any uncorrected misstatements on the financial statements. The corresponding amount for the prior year's audit was \$678,000	\$762,000
Benchmark	e.g., Based on the prior year total revenues. This benchmark is consistent with the prior year.	\$38,117,000
% of Benchmark	e.g., The corresponding percentage for the prior year's audit was 2%.	2 %

We will report to the Council:



Corrected audit misstatements



Uncorrected audit misstatements

Audit risks and results

Relevant factors affecting our risk assessment

Complexity



Estimate



Related party transaction



We highlight our significant findings in respect of significant financial reporting risks.

1 Significant Risk

Fraud risk from revenue recognition

Significant financial reporting risk

Fraud risk from revenue recognition

Why is it significant?

This is a presumed fraud risk

Our response and significant findings

- We have rebutted this presumed fraud risk as it is not appropriate when considering the manner in which performance is measured by the Town of Tecumseh.

Audit risks and results

Relevant factors affecting our risk assessment

Complexity



Estimate



Related party transaction



2 Significant Risk

Fraud risk from management override of controls

Significant financial reporting risk

Fraud risk from management override of controls

Why is it significant?

This is a presumed fraud risk.

We have not identified any specific additional risks of management override relating to this audit

Our response and significant findings

- As the risk is not rebuttable, our audit methodology incorporated the required procedures in professional standards to address the risk. These procedures included testing of journal entries and other adjustments, performing a retrospective review of estimates and evaluation the business rationale of significant unusual transactions.

Audit risks and results - estimates with significant risk

Under (IAS 1.125), management is required to disclose information in the consolidated financial statements about the assumptions it makes about the future, and other major sources of estimation uncertainty at the end of the reporting period, that have a significant risk of resulting in a material adjustment to carrying amounts of assets and liabilities within the next financial year. Generally, these are considered to be “estimates with significant risk.”

We believe management’s process for identifying estimates with significant risk is considered adequate.

We have summarized our assessment of the subjective areas.

Asset / liability	Carrying Amount (\$’000s)
Carrying value of tangible capital assets and other non-financial assets.	\$234,081

KPMG comment
Amortization is charged on a straight-line basis over the useful life of the assets. The estimated useful lives of the tangible capital assets that the Town uses are consistent with industry standards. KPMG performed substantive tests of details over additions to tangible capital assets as well as substantive analytical procedures over the current year amortization. There have been no indications of valuation or impairment issues in relation to the total value of tangible capital assets and other non-financial assets recorded.

Audit risks and results - estimates with significant risk

Asset / liability	Carrying Amount (\$'000s)
-------------------	------------------------------

Valuation of employee future benefit obligations

\$11,074

KPMG comment

Obligations related to employee future benefits are valued based on actuarial assumptions. We have reviewed the assumptions provided by Management and found them to be reasonable.

Financial statement presentation and disclosure

The presentation and disclosure of the financial statements are, in all material respects, in accordance with the Town's relevant financial reporting framework. Misstatements, including omissions, if any, related to disclosure or presentation items are in the management representation letter.

We also highlight the following:

Form, arrangement, and content of the financial statements	Adequate
Application of accounting pronouncements issued but not yet effective	No concerns at this time regarding future implementation.

Uncorrected differences and Corrected Adjustments

Differences and adjustments include disclosure differences and adjustments.

Professional standards require that we request of management and Council that all identified differences be corrected. We have already made this request of management.

Uncorrected differences

We did not identify differences that remain uncorrected.

Corrected adjustments

The management representation letter includes all adjustments identified as a result of the audit, communicated to management and subsequently corrected in the financial statements.

Audit Response to COVID-19 Pandemic

Subsequent Events	Our audit approach
Subsequent Events	<p>In March 2020, the COVID-19 outbreak was declared a pandemic by the World Health Organization and has had a significant financial market and social dislocating impact. As such enhanced subsequent events procedures are warranted.</p> <p>There are two types of subsequent events, with the accounting treatment dependent on the categorization as follows:</p> <ul style="list-style-type: none"> — Events that provide future evidence of conditions that existed at the financial statement date. For these conditions, the financial statements should be adjusted for measurable impact to the assets, liabilities, revenues and expenditures. — Events that are indicative of conditions that rose subsequent to the financial statement date. For these conditions, disclosures, at a minimum, should include a description of the event and an estimate of the financial impact, when practicable or a statement that an estimate cannot be made. — KPMG conducted the additional audit procedures as noted in our audit planning report relating to Covid-19. No significant findings were noted. <p><u>Audit response:</u></p> <p>Based on KPMG discussions with management, it is too early to assess the impact of the coronavirus and resulting disruption to the Town's operations in 2020. Management has disclosed this in the notes to the financial statements.</p> <p>We are working with management to assess further impact, financial implications, and related actions undertaken by the Town. The relevant note to the financial statements may be revised, based on our findings up to the date of the audit report.</p>

Audit Response to COVID-19 Pandemic

Resources	
Resources for Management, Board and Committee members	<p data-bbox="688 431 865 472">(Live Link)</p> <p data-bbox="401 509 1837 565">Please visit our COVID-19 website for resources regarding the topics below. This site is being <u>updated daily</u> based on information being released by Federal, Provincial and Municipal news releases.</p> <ul data-bbox="401 573 1199 807" style="list-style-type: none"><li data-bbox="401 573 720 597">— Business continuity guide<li data-bbox="401 605 720 630">— Immediate actions to take<li data-bbox="401 638 751 662">— Medium to long-term actions<li data-bbox="401 670 1199 695">— Tax considerations and a summary of Federal and Provincial programs<li data-bbox="401 703 667 727">— Legal considerations<li data-bbox="401 735 911 760">— Financial reporting and audit considerations<li data-bbox="401 768 659 792">— Global perspectives

Appendices

Content

Appendix 1: Required communications

Appendix 2: Audit Quality and Risk Management

Appendix 3: Key Audit Matters – Identification

Appendix 4: Management Representation Letter

Appendix 5: Asset Retirement Obligations



Appendix 1: Other Required Communications

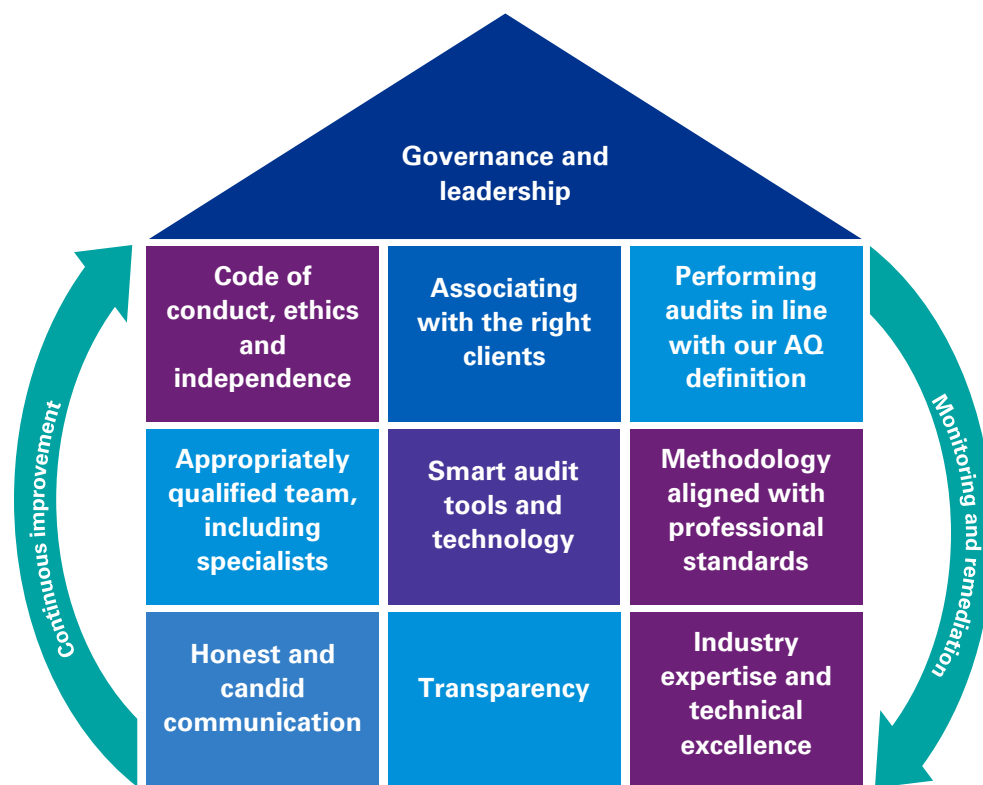
In accordance with professional standards, there are a number of communications that are required during the course of and upon completion of our audit. These include:

Auditor's report	Management representation letter
<p>The conclusion of our audit is set out in our draft auditors' report attached to the draft financial statements.</p>	<p>In accordance with professional standards, a copy of the management representation letter is provided to Council. The management representation letter is attached.</p>
Audit quality	
<p>Audit Quality (AQ) is at the core of everything we do at KPMG. Appendix 2 provides more information on AQ.</p>	
<p>The following links are external audit quality reports for referral by Council:</p>	
<ul style="list-style-type: none">• <u>CPAB Audit Quality Insights Report: 2019 Annual Inspections Results</u>• <u>CPAB Audit Quality Insights Report: 2019 Fall Inspection Results</u>	

Appendix 2: Audit Quality and Risk Management

KPMG maintains a system of quality control designed to reflect our drive and determination to deliver independent, unbiased advice and opinions, and also meet the requirements of Canadian professional standards.

Quality control is fundamental to our business and is the responsibility of every partner and employee. The following diagram summarizes the key elements of our quality control system.



Audit Quality Framework

What do we mean by audit quality?

Audit Quality (AQ) is at the core of everything we do at KPMG.

We believe that it is not just about reaching the right opinion, but how we reach that opinion.

We define 'audit quality' as being the outcome when audits are:

- Executed consistently, in line with the requirements and intent of applicable professional standards within a strong system of quality controls and
- All of our related activities are undertaken in an environment of the utmost level of **objectivity, independence, ethics, and integrity**.

Our AQ Framework summarises how we deliver AQ. Visit our [Audit Quality Resources page](#) for more information including access to our [Audit Quality and Transparency report](#).

Appendix 3: Key Audit Matters — Identification

Key audit matters (KAMs) are those matters that were communicated to those charged with governance which required significant audit attention in performing the audit and that, in the auditor's professional judgment, were of the most significance in the audit of the financial statements in the current period.

Currently, the communication of KAMs in the auditors' report is only applicable when:

1. The auditors' report will refer to International Standards on Auditing and the audit is for a complete set of general purpose financial statements of a listed entity
2. Required by law or regulation; or
3. The auditor is engaged to do so

However, the AASB approved amendments to bullet #1 which now require auditors' to communicate KAMs in the auditors' report for audits of complete sets of general purpose financial statements of:

- Toronto Stock Exchange listed entities (TSX listed entities) for periods ending on or after December 15, 2020.
- Other listed entities (non-TSX listed entities) for periods ending on or after December 15, 2022.

The above excludes TSX listed entities / Non-TSX listed entities that comply with National Instrument 81-106, *Investment Fund Continuous Disclosure*.

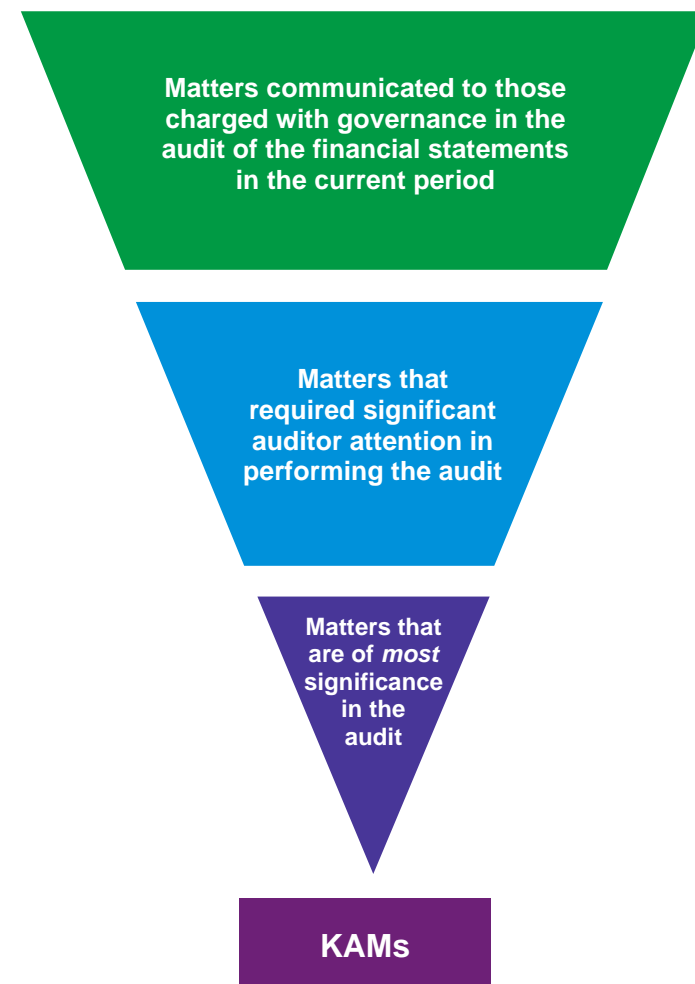
The above includes auditors' reports on separate/non-consolidated financial statements.

The total population of potential KAMs begins with all matters communicated to Council during the audit of the current period.

The auditor is required to identify from that total population of potential KAMs, which matters required significant auditor attention in performing the audit. In doing so, the auditor is required to take into account the following:

- Areas of higher assessed risks of material misstatement identified
- Areas of significant risks identified
- Significant auditor judgments relating to areas in the financial statements that are subject to a high degree of estimation uncertainty
- The effect of the audit of significant events or transactions that occurred during the period

From that population of potential KAMs, the auditor identifies those matters that are of "most" significance in the audit. The use of the term "most" is not intended to limit the number of KAMs to one. However, lengthy lists of KAMs may be contrary to the notion that such matters are of most significance to the audit.



Appendix 4: Management Representation Letter

KPMG LLP
618 Greenwood Centre
3200 Deziel Drive
Windsor, Ontario N8W 5K8
Canada

November 24, 2020

We are writing at your request to confirm our understanding that your audit was for the purpose of expressing an opinion on the financial statements (hereinafter referred to as "financial statements") of The Corporation of the Town of Tecumseh ("the Entity") as at and for the period ended December 31, 2019.

GENERAL:

We confirm that the representations we make in this letter are in accordance with the definitions as set out in **Attachment I** to this letter.

We also confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves:

RESPONSIBILITIES:

- 1) We have fulfilled our responsibilities, as set out in the terms of the engagement letter dated April 29, 2019, including for:
 - a) the preparation and fair presentation of the financial statements and believe that these financial statements have been prepared and present fairly in accordance with the relevant financial reporting framework.
 - b) providing you with all information of which we are aware that is relevant to the preparation of the financial statements ("relevant information"), such as financial records, documentation and other matters, including:
 - the names of all related parties and information regarding all relationships and transactions with related parties;
 - the complete minutes of meetings, or summaries of actions of recent meetings for which minutes have not yet been prepared, of shareholders, board of directors and committees of the board of directors that may affect the financial statements. All significant actions are included in summaries.
 - c) providing you with unrestricted access to such relevant information.
 - d) providing you with complete responses to all enquiries made by you during the engagement.
 - e) providing you with additional information that you may request from us for the purpose of the engagement.
 - f) providing you with unrestricted access to persons within the Entity from whom you determined it necessary to obtain audit evidence.

- g) such internal control as we determined is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. We also acknowledge and understand that we are responsible for the design, implementation and maintenance of internal control to prevent and detect fraud.
- h) ensuring that all transactions have been recorded in the accounting records and are reflected in the financial statements.
- i) ensuring that internal auditors providing direct assistance to you, if any, were instructed to follow your instructions and that we, and others within the entity, did not intervene in the work the internal auditors performed for you.

INTERNAL CONTROL OVER FINANCIAL REPORTING:

- 2) We have communicated to you all deficiencies in the design and implementation or maintenance of internal control over financial reporting of which we are aware.

FRAUD & NON-COMPLIANCE WITH LAWS AND REGULATIONS:

- 3) We have disclosed to you:
 - a) the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
 - b) all information in relation to fraud or suspected fraud that we are aware of that involves:
 - management;
 - employees who have significant roles in internal control over financial reporting; or
 - otherswhere such fraud or suspected fraud could have a material effect on the financial statements.
 - c) all information in relation to allegations of fraud, or suspected fraud, affecting the financial statements, communicated by employees, former employees, analysts, regulators, or others.
 - d) all known instances of non-compliance or suspected non-compliance with laws and regulations, including all aspects of contractual agreements, whose effects should be considered when preparing financial statements.
 - e) all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements.

SUBSEQUENT EVENTS:

- 4) All events subsequent to the date of the financial statements and for which the relevant financial reporting framework requires adjustment or disclosure in the financial statements have been adjusted or disclosed.

RELATED PARTIES:

- 5) We have disclosed to you the identity of the Entity's related parties.
- 6) We have disclosed to you all the related party relationships and transactions/balances of which we are aware.
- 7) All related party relationships and transactions/balances have been appropriately accounted for and disclosed in accordance with the relevant financial reporting framework.

ESTIMATES:

- 8) Measurement methods and significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

GOING CONCERN:

- 9) We have provided you with all information relevant to the use of the going concern assumption in the financial statements.

MISSTATEMENTS:

- 10) We approve the corrected misstatements identified by you during the audit described in Attachment II.

NON-SEC REGISTRANTS OR NON-REPORTING ISSUERS:

- 11) We confirm that the Entity is not a Canadian reporting issuer (as defined under any applicable Canadian securities act) and is not a United States Securities and Exchange Commission ("SEC") Issuer (as defined by the Sarbanes-Oxley Act of 2002).
- 12) We also confirm that the financial statements of the Entity will not be included in the group financial statements of a Canadian reporting issuer audited by KPMG or an SEC Issuer audited by any member of the KPMG organization.

Yours very truly,

By: Mr. Tom Kitsos, Director Financial Services/Treasurer

By: Ms. Margaret Misek-Evans, Chief Administrative Officer

Attachment I – Definitions

MATERIALITY

Certain representations in this letter are described as being limited to matters that are material. Misstatements, including omissions, are considered to be material if they, individually or in the aggregate, could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements. Judgments about materiality are made in light of surrounding circumstances, and are affected by the size or nature of a misstatement, or a combination of both.

FRAUD & ERROR

Fraudulent financial reporting involves intentional misstatements including omissions of amounts or disclosures in financial statements to deceive financial statement users.

Misappropriation of assets involves the theft of an entity's assets. It is often accompanied by false or misleading records or documents in order to conceal the fact that the assets are missing or have been pledged without proper authorization.

An error is an unintentional misstatement in financial statements, including the omission of an amount or a disclosure.

Attachment II

Summary of corrected misstatements

			Description/ Identified During	Error Type	Amount	Income Effect DR (CR)	Balance Sheet Effect					Cash Flow Effect			Statement of Comprehen sive Income - Debit (Credit)
#	Account #	Account Name			DR (CR)	Income effect	Equity at period end	Current Assets	Non- Current Assets	Current Liabilities	Non- Current Liabilities	Operating Activities	Investing Activities	Financing Activities	
					\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1	0001	Cash	Amount was received from Essex Power and deposited into the general bank account on December 24, 2019 but was not recorded in the G/L bank account until F2020. Amount is incorrectly sitting in A/R as of F2019 year end.	N/A	1,154,117		-	1,154,117	-	-	-	-	-	-	-
	0002	Accounts Receivable			(1,154,117)		-	(1,154,117)	-	-	-	(1,154,117)	-	-	-
2	0001	Cash	To reclass outstanding payables on the general bank rec	N/A	797,728		-	797,728	-	-	-	-	-	-	-
	0003	Accounts Payable			(797,728)		-	797,728	-	-	-	797,728	-	-	-
Total effect of corrected misstatements						-	-	1,595,456	-	-	-	(356,389)	-	-	-

Appendix 5: Asset Retirement Obligations

Preparing for PSAB Standard Change

Are you ready to implement PSAB's impactful series of new standards?

Public sector entities are preparing to implement three significant Public Sector Accounting standards through 2022. These standards will impact not only your accounting policies, but also how Finance engages key stakeholders.

Whether you are an education or health institution or a government entity (federal, provincial, municipal or Indigenous) this accounting standard will have implications for your organization if you report under the Public Sector Accounting Standards.

Asset Retirement Obligations

PS3280 addresses the reporting of legal obligations associated with the retirement of certain tangible capital assets and solid waste landfill sites by public sector entities.

PS3280 will apply to fiscal years beginning on or after April 1, 2021. Earlier adoption is permitted. Three transition options are available – retroactive, modified retroactive, prospective.

Asset retirement activities are defined to include all activities related to an asset retirement obligation. These may include but are not limited to:

- decommissioning or dismantling a tangible capital asset that was acquired, constructed or developed
- decontamination created by the normal use of the tangible capital asset
- post-retirement activities such as monitoring
- constructing other tangible capital assets in order to perform postretirement activities

With the introduction of PS3280 PSAB has withdrawn existing Section PS3270, solid waste landfill closure and post-closure liability. Some examples of asset retirement obligations which fall under scope of proposed PS3280 include:

- end of lease provisions (from a lessee perspective)
- removal of radiologically contaminated medical equipment
- closure and post-closure obligations associated with landfills
- wastewater or sewage treatment facilities
- firewater holding tanks
- fuel storage tank removal
- septic beds

Under PS3280, an asset retirement obligation should be recognized when, as at the financial reporting date, ALL of the following criteria are met:

- there is a legal obligation to incur retirement costs in relation to a tangible capital asset
- the past transaction or event giving rise to the liability has occurred
- it is expected that future economic benefits will be given up
- a reasonable estimate of the amount can be made

Are you ready?

1. Has a project plan been developed for the implementation of this section?
2. Has Finance communicated with key stakeholders, including Council or Board on the impact of this section?
3. Does Finance communicate with representatives of the Public Works, Asset Management, Facilities Management or Legal functions through the financial reporting process?
4. Has a complete inventory been developed of all inactive or active assets or sites, to provide a baseline for scoping of potential retirement obligations?
5. If a complete inventory has been developed, does it reconcile back to information currently reported in the entity's financial statements for tangible capital assets or contaminated sites?
6. Does your entity have data on non-recorded assets or sites (ie: assets which were originally expensed on purchase, or recorded at no book value) which could have retirement obligations?
7. Does your entity have an active solid waste landfill site?
8. If yes, does your entity have an existing estimate of the full costs to retire and monitor the landfill site?
9. Is your entity aware of any of its buildings which have asbestos?
10. If so, does your entity have information to inform a cost estimate to remove/ treat the asbestos?
11. Is your entity aware of underground fuel storage tanks or boilers which must be removed at end of life?
12. If so, does your entity have information to inform a cost estimate to remove the tanks?
13. Is your entity aware of any lease arrangements where it will be required to incur costs to return the premises to preexisting conditions at the end of the lease?
14. Has your entity determined if it has any sewage or wastewater treatment plants which have closure plans or environmental approvals which require full or partial retirement of the plant at the end of its life?
15. Is your entity aware of any other contractual or legal obligations to retire or otherwise dismantle or remove an asset at the end of its life?

Revenues

PS3400 outlines a framework describing two categories of revenue – transactions with performance obligations (exchange transactions) and transactions without performance obligations (unilateral transactions)..

- This section will apply to fiscal years beginning on or after April 1, 2022, with earlier adoption permitted.
- This Section may be applied retroactively or prospectively.
- This section will not impact the present accounting for taxation revenues and government transfers

Transactions which give rise to one or more performance obligations are considered to be exchange transactions. Performance obligations are defined as enforceable promises to provide goods or services to a payer as a result of exchange transactions. Revenue from an exchange transaction would be recognized when the public sector entity has satisfied the performance obligation(s), at a point in time or over a period of time.

If no performance obligations are present, the transaction would represent unilateral revenue, and be recognized when the public sector entity has the authority to claim or retain an inflow of economic resources and a past event gives rise to a claim of economic resources.

Public sector entities will need to review their revenue recognition policies for in-scope transaction types. Impacted areas may include:

- Development charges
- Permits
- Licences
- Advertising programs

Are you ready?

1. Has the entity identified any revenue-generating transactions other than taxation or government transfer revenues which create performance obligations (ie: the entity is required to provide a good or service to earn that revenue)?
2. If so, has the entity reviewed its accounting policies for these transactions to verify revenue is recognized only as performance obligations are being met?
3. Has the entity quantified the impact of any change in accounting policy, or determined that there is no impact?

Financial Instruments

PS3450 establishes standards on how to account for and report all types of financial instruments including derivatives.

- This Section applies to fiscal years beginning on or after April 1, 2021. Earlier adoption is permitted.
- Government organizations that applied the CPA Canada Handbook – Accounting prior to their adoption of the CPA Canada Public Sector Accounting Handbook applied this Section to fiscal years beginning on or after April 1, 2012.
- This section must be adopted with Section PS 2601, Foreign Currency Translation.
- Specific transition requirements are outlined in the section.

This section prescribes a fair value measurement framework for derivatives, and equity instruments that are quoted in an active market.

Where an entity manages risks, the investment strategy, or performance of a group of financial assets, financial liabilities or both on a fair value basis, they may also be measured at fair value.

Other financial instruments are measured at cost/ amortized cost.

Changes in the fair value of a financial instrument in the fair value category are recognized in the Statement of Remeasurement Gains and Losses as a remeasurement gain or loss until the financial instrument is derecognized.

- Upon derecognition, the remeasurement gain or loss is realized in the Statement of Operations.

Are you ready?

1. Does the entity hold any financial assets which are equity or derivative instruments?
2. Has the entity determined if it has any embedded derivatives that might arise from existing contractual arrangements?
3. Does the entity have other financial assets which it assesses performance of based on fair value, and for which it might elect a fair value measure?
4. If yes to any of the above three questions, does the entity have readily observable market data to inform a fair value measure?
5. Has the entity reviewed existing financial instrument note disclosure in the financial statements to determine any required revisions to meet the requirements of this section?
6. Does the entity enter into transactions involving foreign exchange?
7. Does the entity hold any monetary assets and monetary liabilities, or non-monetary assets denominated in a foreign currency?

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	Option 1	Option 2	Option 3	Option 4	Option 4
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10 Hours of on-call accounting advice		X		X	
25 Hours of on-call accounting advice					X
Annual Fee	\$2,000	\$5,000	\$10,000	\$13,000	\$17,500

* Course availability subject to the enrollment of five or more customers

Course Delivery by classroom or video on demand dependent on geographic enrollment

Contact Us

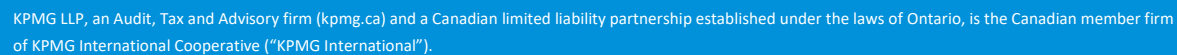


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Honourable Doug Ford, Premier of Ontario
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, Ontario M7A 1A1

Honourable Premier Ford,

Re: Bill 218

At the regular meeting of Council held November 4, 2020, the following resolution was carried:

Council discussed the Ontario Bill 128, Supporting Recovery and Municipal Elections Act 2020. Provincial Bill 218 was recently introduced to the legislature as Supporting Ontario's Recovery and Municipal Elections Act 2020. As part of this bill, it was proposed to remove the framework for conducting ranked ballot municipal elections for the 2022 election, citing cost as the reason for the change.

This proposed change results in further erosion of local decision-making by repealing the ranked ballot voting system utilized very effectively by London, Ontario in the last municipal election. This is a system that could and perhaps should be adopted by other municipalities around Ontario. It is felt that the system encourages more candidates and improved participation of voters.

Bill 218 also proposed shortening the nomination period of the 2022 municipal election to approximately six weeks.

Resolution #11

Moved by: G. Little – Seconded by: H. Foster
BE IT RESOLVED THAT:

The Township of Amaranth request the Provincial Government of Ontario rescind the proposed changes regarding ranked ballot voting and the nomination period included as part of bill 218.

Further resolved that a letter regarding this resolution be forwarded to Doug Ford, Premier of Ontario, Sylvia Jones, MPP Dufferin-Peel and Steve Clark,

Minister of Municipal Affairs and Housing. Letter to be copied to AMO and all Ontario Municipalities.

CARRIED.

Recorded Vote	Yea	Nay	Absent
Deputy Mayor Chris Gerrits	X		
Councillor Heather Foster	X		
Councillor Gail Little	X		
Mayor Bob Currie	X		

Respectfully submitted,

Nicole Martin

Nicole Martin, Dipl. M.A.
Acting CAO/Clerk

C: Sylvia Jones, MPP Dufferin-Peel
Steve Clark, Minister of Municipal Affairs and Housing
A.M.O.
Ontario Municipalities



CORPORATE SERVICES DEPARTMENT
TELEPHONE 613-968-6481
FAX 613-967-3206

City of Belleville

169 FRONT STREET
BELLEVILLE, ONTARIO
K8N 2Y8

November 10, 2020

The Honourable Doug Ford
Premier's Office, Room 281
Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Delivered by e-mail
premier@ontario.ca

Dear Premier Ford:

RE: **Bill 218 – Proposing Changes to the Municipal Elections Act –
Extension of Nomination Period
New Business
10, Belleville City Council Meeting, November 9, 2020**

This is to advise you that at the Council Meeting of November 9, 2020, the following resolution was approved.

“WHEREAS municipalities in Ontario are responsible for conducting fair and democratic elections of local representatives; and

WHEREAS the Government of Ontario, with Bill 218, Supporting Ontario's Recovery and Municipal Elections Act, 2020 is proposing changes to the Municipal Elections Act, 1996; to extend nomination day from the end of July to the second Friday in September; and

WHEREAS municipal elections are governed by the Municipal Elections Act which was amended in 2016 to include shorter nomination periods; and

WHEREAS the operation, finance and regulatory compliance of elections is fully undertaken by municipalities themselves; and


WHEREAS local governments are best poised to understand the representational needs and challenges of the body politic they represent, and when looking at alternative voting methods to ensure voters have options in an effort to increase voter participation and are able to vote safely, it becomes more difficult to implement these alternatives with the proposed shorter period between Nomination day and the October 24, 2022 Election day;

NOW THEREFORE BE IT RESOLVED THAT the Corporation of the City of Belleville send a letter to the Premier, the Minister of Municipal Affairs and Housing and Minister of the Attorney General urging that the Government of Ontario respect Ontario municipalities' ability to apply sound representative principles in their execution of elections; and,

THAT the Corporation of the City of Belleville Council recommends that the Government of Ontario supports the freedom of municipalities to run democratic elections within the existing framework the Act currently offers without amendment; and THAT this resolution be circulated to all Ontario Municipalities, AMO and AMCTO."

Thank you for your attention to this matter.

Yours truly,



Matt MacDonald
Director of Corporate Services/City Clerk

MMacD/nh

Pc: AMO

Todd Smith, MPP Prince Edward-Hastings
Daryl Kramp, MPP Hastings – Lennox & Addington
Minister of Municipal Affairs and Housing
Minister of the Attorney General
Councillor Kelly, City of Belleville
Councillor Thompson, City of Belleville
Ontario Municipalities



November 12, 2020

MPP Will Bouma
96 Nelson Street, Suite 101
Brantford, ON N3T 2X1

Sent via email: will.bouma@pc.ola.org

Dear MPP Bouma:

Please be advised that Brantford City Council at its Special meeting held November 10, 2020 passed the following resolution:

Bill 218 - Ranked Ballots for Municipal Elections

WHEREAS Bill 218 – “Supporting Ontario's Recovery and Municipal Elections Act, 2020” removes the option for municipalities to choose the ranked ballot system for an election; and

WHEREAS in 2016 the Ontario Provincial Government gave municipalities the tools to use Ranked Balloting in Municipal elections commencing in 2018, which was deployed in the City of London thereby becoming the first Municipality in Canada to make the switch, while Cambridge and Kingston both passed referendums in favour of reform and Burlington, Barrie, Guelph, Meaford and others are now exploring a change as well; and

WHEREAS the change of election method process does not impact the Provincial election models but greatly impacts a Municipalities execution options; and

WHEREAS the only explanation given for this is that we should not be ‘experimenting’ with the electoral process during a pandemic mindful that ranked ballot voting is not an experiment but widely used throughout the world and should be a local option that Municipalities can look to utilize in the next election which is just under two years away

WHEREAS Bill 218 also moves up the Municipal nomination date from the end of July to mid September for no apparent reason thereby reinforcing the power of incumbency and potentially discouraging broader participation in municipal elections; and

WHEREAS these changes are being proposed without any consultation with AMO, Municipalities or the public;

NOW THEREFORE BE IT RESOLVED:

- A. THAT the City Clerk BE DIRECTED to submit the following comments on behalf of the Council of the City of Brantford to the Province of Ontario with respect to the proposed changes to the *Municipal Elections Act, 1996*:
- i. Council does not support the proposed changes to the *Municipal Elections Act, 1996*, specifically related to the removal of the option for a municipality to hold a ranked ballot election;
 - ii. Council does support the principle that each Municipality should be able to choose whether or not to use first-past-the-post or a ranked ballot election; and
 - iii. Council encourages the Provincial government to meaningfully consult with Municipalities on municipal issues before introducing legislative changes of this magnitude; and
- B. THAT the City Clerk BE DIRECTED to forward a copy of this resolution to MPP Will Bouma, Premier Doug Ford, and the list of other Municipalities and include a request to delay the decision until such a time that the Association of Municipalities of Ontario, Large Urban Mayor's Caucus of Ontario, the Federation of Canadian Municipalities and comments from Municipalities have been collected and submitted to the Province.

I trust this information is of assistance.

Yours truly,



Tanya Daniels
City Clerk
tdaniels@brantford.ca

cc: Hon. D. Ford, Premier of Ontario
The Association of Municipalities of Ontario;
The Federation of Canadian Municipalities;
Large Urban Mayor's Caucus of Ontario;
All Ontario Municipalities



OFFICE OF THE MAYOR
CITY OF HAMILTON

September 8, 2020

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

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

Subject: **Amending the AGCO Licensing and Application Process for Cannabis Retail Stores to Consider Radial Separation from Other Cannabis Locations**

Dear Premier & Attorney General,

Hamilton City Council, at its meeting held on August 21, 2020, approved a motion, Item 6.1, which reads as follows:

WHEREAS in late 2019 the Province of Ontario announced that the AGCO had been given regulatory authority to open the market for retail cannabis stores beginning in January 2020, without the need for a lottery;

WHEREAS the AGCO has continued to send Cannabis Retail Store applications to the City of Hamilton for the required 15-day comment period,

WHEREAS the City has reviewed 61 Cannabis Retail Store applications for comment since January 2020;

WHEREAS the AGCO does not take into consideration radial separation for Cannabis Retail Stores.

THEREFORE, BE IT RESOLVED:

.../3

- (a) That the Mayor contact the Premier of Ontario, Ministry of Attorney General, and local Members of Parliament to ask that the Province consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.
- (b) That the request be sent to other municipalities in Ontario, including the Association of Municipalities of Ontario for their endorsement.
- (c) That Staff be requested to submit heat maps outlining the location of all proposed AGCO Cannabis Retail Store in the City on all AGCO Cannabis Retail Store applications.

As per the above, we write to request, on behalf of the City of Hamilton, that the appropriate legislative and regulatory changes be made and implemented to the AGCO licensing and application process to take into consideration radial separation for Cannabis Retail Stores as a condition of approval for a license.

Currently the City of Hamilton has reviewed 61 cannabis retail location applications since January 2020. Approximately 12 of these potential locations are within 50m (or less) of each other.

The City of Hamilton appreciates that the AGCO conducts a background search prior to approving any licenses, however the lack of separation between locations poses a community safety issue, as the over saturation in specific area(s)/wards, can negatively impact the surrounding community with increased traffic flow, and an overall “clustering” of stores within a small dense area.

The City of Hamilton is confident that radial separations from cannabis retail locations will have a significant positive impact on the community and allow for its residents to continue to enjoy a safe and healthy community lifestyle.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Eisenberger', with a stylized, flowing script.

Fred Eisenberger
Mayor

C: Hon. Donna Skelly, MPP, Flamborough-Glanbrook

Hon. Andrea Horwath, Leader of the Official Opposition, MPP, Hamilton Centre

Hon. Paul Miller, MPP, Hamilton East-Stoney Creek

Hon. Monique Taylor, MPP, Hamilton Mountain

Hon. Sandy Shaw, MPP, Hamilton West-Ancaster-Dundas



Community Services

Legislative Services

November 17, 2020

File #120203

The Honourable Doug Ford, Premier of
Ontario
Room 281, Legislative Building,
Queen's Park
Toronto, ON M7A 1A1

The Honourable David Lametti,
Minister of the Attorney General
McMurtry-Scott Building
720 Bay Street, 11th floor
Toronto, ON M7A 2S9

premier@ontario.ca

David.Lametti@parl.gc.ca

Honourable and Dear Sirs:

**Re: City of Hamilton - Request to the Premier and Minister of Attorney General -
Amending the AGCO Process to Consider Radial Separation from other Cannabis
Locations**

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of November 16, 2020 received and supported correspondence from the City of Hamilton dated September 8 2020 requesting the Province to consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.

Attached please find a copy of the City of Hamilton's correspondence dated September 8, 2020.

Thank you for your attention to this matter

Yours very truly,

Carol Schofield, Dipl.M.A.

Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

Fred Elsenberger, Mayor Email: Lisa Kelsey, Legislative Coordinator lisa.kelsey@hamilton.ca

Association of Municipalities of Ontario amo@amo.on.ca

Sam Oosterhoff, MPP, Niagara West sam.oosterhoff@pc.ola.org

Jennie Stevens, MPP, St. Catharines jstevens-QP@ndp.on.ca

Wayne Gates, MPP, Niagara Falls wgates-qp@ndp.on.ca

Jeff Burch, MPP, Niagara Centre jburch-qp@ndp.on.ca

Ontario Municipalities

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca



OFFICE OF THE MAYOR
CITY OF HAMILTON

September 8, 2020

Honourable Doug Ford
Premier of Ontario
Premier's Office, Room 281
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

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

Subject: **Amending the AGCO Licensing and Application Process for Cannabis Retail Stores to Consider Radial Separation from Other Cannabis Locations**

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WHEREAS the City has reviewed 61 Cannabis Retail Store applications for comment since January 2020;

WHEREAS the AGCO does not take into consideration radial separation for Cannabis Retail Stores.

THEREFORE, BE IT RESOLVED:

RECEIVED
NOV 16 2020
/3
BY COUNCIL

- (a) **That the Mayor contact the Premier of Ontario, Ministry of Attorney General, and local Members of Parliament to ask that the Province consider amending its licensing and application process for Cannabis Retail Stores to consider radial separation from other cannabis locations.**
- (b) **That the request be sent to other municipalities in Ontario, including the Association of Municipalities of Ontario for their endorsement.**
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Sincerely,

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Fred Eisenberger
Mayor

C: Hon. Donna Skelly, MPP, Flamborough-Glanbrook

Hon. Andrea Horwath, Leader of the Official Opposition, MPP, Hamilton Centre

Hon. Paul Miller, MPP, Hamilton East-Stoney Creek

Hon. Monique Taylor, MPP, Hamilton Mountain

Hon. Sandy Shaw, MPP, Hamilton West-Ancaster-Dundas



Community Services

Legislative Services

November 17, 2020

File #120203

The Honourable Ernie Hardeman, Minister of
Agriculture, Food and Rural Affairs
11th Floor, 77 Grenville St.
Toronto, ON M5S 1B3
Ernie.Hardeman@pc.ola.org

The Honourable Marie-Claude Bibeau,
Minister of Agriculture and Agri-Food
House of Commons *
Ottawa, ON K1A 0A6
Marie-Claude.Bibeau@parl.gc.ca

Honourable and Dear Ministers:

Re: Township of Asphodel-Norwood - Enact Legislation to Support Local Governments with Land Use Management and Enforcement Issues regarding Bill C-45 - Cannabis Act

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of November 16, 2020 received and supported correspondence from the Township of Asphodel-Norwood dated October 7, 2020 requesting the governing body in cannabis production that: takes a unified approach to land use planning restrictions; enforces 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; communicates more readily with local governments and provides local governments with more support.

Attached please find a copy of the Township of Asphodel-Norwood dated October 7, 2020.

Thank you for your attention to this matter

Yours very truly,

Carol Schofield, Dipl.M.A.

Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

Roger Bonneau, Mayor, Township of Asphodel-Norwood mhudson@antownship.ca

Wayne Gates, MPP-Niagara Falls, Legislative Assembly of Ontario wgates-co@ndp.on.ca

Sam Oosterhoff, MPP-Niagara West-Glanbrook, Legislative Assembly of Ontario

sam.oosterhoff@pc.ola.org

Jennifer Stevens, MPP-St. Catharines JStevens-CO@ndp.on.ca

Jeff Burch, MPP-Niagara Centre JBurch-QP@ndp.on.ca

Dean Allison, MP-Niagara West dean.allison@parl.gc.ca

Chris Bittle, MP- St. Catharines Chris.Bittle@parl.gc.ca

Tony Baldinelli, MP- Niagara Falls Tony.Baldinelli@parl.gc.ca

Vance Badawey, MP- Niagara Centre Vance.Badawey@parl.gc.ca

[Ontario Municipalities](http://OntarioMunicipalities.com)

Mailing Address:

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive, Fort Erie ON L2A 2S6

Office Hours 8:30 a.m. to 5:00 p.m. Phone: (905) 871-1600 FAX: (905) 871-4022

Web-site: www.forterie.ca

Office of the Mayor
Rodger Bonneau

October 7, 2020

Sent via E-mail

Re: Cannabis Production

Dear Ministers, Members of Parliament, and Members of Provincial Parliament,

Please be advised that the Council for the Corporation of the Township of Asphodel-Norwood passed the following resolution at its regular meeting of September 22, 2020:

Motion No. 239/20 | Moved by: Councillor Walsh | Seconded by: Deputy Mayor Burt

WHEREAS the Ontario Federation of Agriculture has adopted the position that licenced cannabis production for medical and/or recreational-use purposes should be considered a farming activity;

AND WHEREAS the Government of Canada introduced Bill C-45 (the Cannabis Act) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession;

AND WHEREAS Section 7 of the Cannabis Act requires that any person who intends to submit an application for a licence for cultivation, a licence for processing, or a licence for sale that authorizes the possession of cannabis must provide written notice to: a) The local government, b) The local fire authority, and c) The local police force or the Royal Canadian Mounted Police detachment responsible for providing policing services to the area in which the site is referred to in the application;

AND WHEREAS Section 35(1) of the Act requires a holder of a licence for cultivation, a licence for processing, or a licence for sale that authorizes the possession of cannabis to provide a written notice to the local authorities within 30 days of issuance, amendment, suspension, reinstatement or revocation of a licence and provide a copy of said notice to the Minister; and

RECEIVED
NOV 16 2020
BY COUNCIL

FURTHER BE IT RESOLVED THAT the Township of Asphodel-Norwood requests a governing body in cannabis production that:

1. Takes a unified approach to land use planning restrictions;
2. Enforces 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;
3. Communicates more readily with local governments; and
4. Provides local governments with more support.

AND FURTHER BE IT RESOLVED THAT the Township of Asphodel-Norwood will forward this motion to the following partners: All municipalities in Ontario, the MP and MPP of Northumberland-Peterborough South, the MP and MPP of Peterborough-Kawartha, the Minister of Agriculture, Food and Rural Affairs, and the Minister of Agriculture and Agri-Food with the request that they enact legislation to support local governments with land use management and enforcement issues.

Thank you for your time and consideration.

Sincerely,



Rodger Bonneau, Mayor
Township of Asphodel-Norwood

- c. E. Hardeman, Minister of Agriculture, Food and Rural Affairs
M. Bibeau, Minister of Agriculture and Agri-Food
D. Piccini, MPP Northumberland-Petrborough South
P. Lawrence, MP Northumberland-Petrborough South
D. Smith, MPP Peterborough –Kawartha
M. Monsef, MP Peterborough-Kawartha
All municipalities in Ontario



4800 SOUTH SERVICE RD
BEAMSVILLE, ON L0R 1B1
905-563-8205

November 17, 2020

SENT VIA EMAIL

Norfolk County
50 Colborne St., S.
Simcoe, ON N3Y 4H3

Attention: Andy Grozelle, County Clerk (andy.grozelle@norfolkcounty.ca)

**RE: SUPPORT RESOLUTION FROM THE MUNICIPALITY OF NORFOLK
COUNTY, ILLICIT CANNABIS OPERATIONS**

Please be advised that Council for the Corporation of the Town of Lincoln at Special Council Meeting held on November 16, 2020, endorsed and passed the following motion in support of Norfolk County's motion (attached) regarding Illicit Cannabis Operations that was passed and ratified on October 20, 2020.

Moved by: Councillor Paul MacPherson; Seconded by: Councillor Dianne Rintjema

THAT Council for the Corporation of the Town of Lincoln support the correspondence item as attached from Norfolk County dated October 26, 2020 regarding Illicit Cannabis Operations.

CARRIED

Regards,

Julie Kikelos
Town Clerk
jkikelos@lincoln.ca

cc: Sam Oosterhoff, MPP
Dean Allison, MP
All Ontario Municipalities



Norfolk County Office of the Mayor

October 26, 2020

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Health Canada
Address Locator 0900C2
Ottawa, Ontario
K1A 0K9

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Toronto ON M7A 1A1

Ontario Provincial Police
General Headquarters
Lincoln M. Alexander Queen's Park Building
777 Memorial Avenue
Orillia, ON
L3V 7V3

Dear Right Honourable Prime Minister Trudeau and Premier Ford,

Re: Illicit Cannabis Operations

At their meeting of October 20, 2020 Norfolk County Council approved Resolution No. 6 of the Council-In-Committee meeting of October 13, 2020 which reads as follows:

Res. 6

WHEREAS illicit cannabis grow operations are a significant issue in many municipalities in Ontario;

AND WHEREAS there are often significant negative impacts from illicit cannabis operations upon surrounding communities and residents;

AND WHEREAS the intent of legalizing cannabis was to eliminate the 'black market' not allow it to expand with relative impunity;

AND WHEREAS Norfolk County estimates that there are approximately 70 cannabis operations in our municipality;

THEREFORE BE IT RESOLVED,

THAT the Mayor issue a letter to the Prime Minister of Canada, Premier of Ontario, Health Canada and the Ontario Provincial Police;

AND THAT Norfolk County Council request that solutions to the current crisis which may include but are not limited to; better regulation and tracking of the prescription of cannabis in Canada by doctors, increased regulatory and enforcement presence by Health Canada, increased OPP resources, increased funding to municipalities to deal with complaints and By-Law issues generated by illicit cannabis grow operations;

AND FURTHER THAT a copy of the submission by Debbie France be attached to the Mayor's letter.

Your attention to this important issue is appreciated.

Yours Truly,



Mayor Kristal Chopp
Norfolk County

cc. Toby Barrett- MPP Haldimand-Norfolk
Diane Finley – MP Haldimand-Norfolk
All Ontario Municipalities

Submission Debbie France Cannabis Reference Material

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- 2) Cannabis land use reports
- 3) Municipalities not permitting Cannabis grow ops on Agricultural lands
- 4) Municipal Panel & Roundtable Discussion with Local & Provincial Law Enforcement
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- 6) Police Intervention - Cannabis production allegedly fueling synthetic drug production labs
- 7) Police Intervention – raids involving production exceeding limits
- 8) Police Intervention - raids at the US/Canada border
- 9) Federal MP's who are actively requesting Health Canada to solve Cannabis issue
- 10) Municipal guide to Cannabis legislation (by FCM)
- 11) The final report of the task force on Cannabis legalization and regulation
- 12) Municipalities who have refused requests for exceptions to bylaws
- 13) Court cases - Bylaw violation
- 14) Nuisance bylaw amendment - Cannabis Odour
- 15) Municipalities that have requested assistance from Province

Note: The list of links in this document is a small representation of information mostly connected to news articles that show there are significant issues connected to Marijuana Cultivation in Agricultural areas throughout the Province of Ontario. We encourage anyone viewing this document to search and reach out in their municipality to discover how the issues are unfolding in the Municipality they call home. Further investigation is likely to uncover similar issues in areas throughout the Province of Ontario and across the Country. We expect that further investigation is likely to uncover other elected officials who have been actively trying to find solutions for the constituents they were elected to serve. We encourage anyone viewing this information to connect with the author of the letter that accompanies this list or they can email their contact information and concerns to debbiefrance@live.ca and a representative of this group will reply to help address their concerns.

Cannabis Articles

1) *General knowledge*

Article: Gaping hole in pot legislation is hitting Norfolk hard (Ontario Farmer Jan 24, 2020)
(Perhaps best article to understand entire issue)

<https://www.ontariofarmer.com/features/gaping-hole-in-pot-legislation-is-hitting-norfolk-hard/>

Article: Change is in the wind (Ontario Planners June 1, 2018)
(Outlines challenges for Municipalities from a planning perspective)

<https://ontarioplanners.ca/blog/planning-exchange/june-2018/change-is-in-the-wind>

Submission Debbie France

Cannabis Reference Material

Article: Stench among concerns as Bradford council hears about cannabis cultivation in Holland Marsh (Barrie Today Jun 14, 2020)
(Outlines common complaints amongst those living nearby grow ops)
<https://www.barrietoday.com/local-news/bradford-council-hears-from-public-about-cannabis-cultivation-in-holland-marsh-2433271>

Article: County council concerned by marijuana licences (Belleville Intelligencer June 25, 2020)
<https://www.intelligencer.ca/news/local-news/county-council-concerned-by-marijuana-licences>

2) Cannabis land use reports

Article: Final Land Use Study on Cannabis Production in The Town of Pelham
(Explains potential issues between Municipal By-laws & Farm & Food Protection Act relating to Cannabis) Review sections... 3.1, 3.2, 3.3, 3.5, 3.7 to understand potential issues
<https://pelham-pub.escribemeetings.com/filestream.ashx?DocumentId=21743>

3) Municipalities not permitting Cannabis grow ops on agricultural lands

Article: Brighton sets limits on where cannabis production facilities can locate (Northumberland news Apr 9, 2019)
<https://www.northumberlandnews.com/news-story/9274359-brighton-sets-limits-on-where-cannabis-production-facilities-can-locate/>

Article: Prime agricultural land no place for cannabis, Oro-Medonte coalition says (Simcoe May 31, 2020)
<https://www.simcoe.com/news-story/10001301-prime-agricultural-land-no-place-for-cannabis-oro-medonte-coalition-says/>

4) Municipal Panel & Roundtable Discussion with Local & Provincial Law Enforcement

Article: East Gwillimbury Cannabis Production Facilities Panel Discussion OPP & YRP discuss organized crime's active involvement in Cannabis production and the risks that it poses to residents (YouTube video)
<https://youtu.be/Oisv7MEIV14>

Article: Hastings-Lennox & Addington Roundtable on Illicit Cannabis Operations – Fed MP Derek Sloan
<https://www.facebook.com/watch/?v=3216967588368948&extid=jTObBPn7swAbfxrz>

5) Police Intervention - Police shut down massive illegal cannabis operation, seize more than 100k plants (CBC News Aug 21, 2020)

Article: <https://www.cbc.ca/news/canada/hamilton/project-woolwich-cannabis-niagara-1.5695691>

6) Police Intervention - Cannabis production allegedly fueling synthetic drug production labs (Project Moon)

Article: More than \$45m in drugs and cash seized as twin drug gangs dismantled in York Region
(CP24 Aug 8, 2019)

<https://www.cp24.com/news/more-than-45m-in-drugs-and-cash-seized-as-twin-drug-gangs-dismantled-in-york-region-1.4541063>

7) Police Intervention – raids involving production exceeding limits

St. Catharines

Article: Niagara police bust \$34m illegal cannabis operation (Global News July 1, 2020)

<https://globalnews.ca/news/7128873/niagara-illegal-cannabis-grow-op/>

King Township

Article: Police seize \$4.7m in illegal drugs after search of former Joe's Garden property in King
(York Region Oct 7, 2019)

<https://www.yorkregion.com/news-story/9633352-police-seize-4-7m-in-illegal-drugs-after-search-of-former-joe-s-garden-property-in-king/>

Article: 8 charged after \$400k worth of 'excess cannabis' found on King Township grow-op
(CBC News Oct 2, 2018)

<https://www.cbc.ca/news/canada/toronto/eight-charged-marijuana-trafficking-cannabis-farms-york-region-1.4847114>

Article: Police bust marijuana grow op in King Township worth \$6.5m, seize 4,000 plants
(CTV News Aug 3, 2018)

<https://toronto.ctvnews.ca/police-bust-marijuana-grow-op-in-king-township-worth-6-5m-seize-4-000-plants-1.4039863>

Stouffville

Article: Police bust cannabis grow op in excess of licence limits near Aurora
(YorkRegion Jan 29, 2019)

<https://www.yorkregion.com/news-story/9148816-police-bust-cannabis-grow-op-in-excess-of-licence-limits-near-aurora/>

8) Police Intervention - Cannabis busts at US/Canada border

Article: Canadian resident arrested in relation to massive cannabis bust at U.S. border
(Global News June 16, 2020)

<https://globalnews.ca/news/7070697/canadian-involved-significant-drug-seizure-u-s-border/>

9) Federal MP's mentioned in articles who are actively requesting Health Canada to solve Cannabis issue

Article: MP Finley brings the issue of unlicensed large-scale marijuana producers to Parliament (Norfolk Today July 27, 2020) - **Fed MP Diane Finley**
<https://www.norfolktoday.ca/2020/07/27/96986/>

Article: Stomp out cannabis criminality: Sloan (Quinte News July 2, 2020) - **Fed MP Derek Sloan**
<https://www.quintenews.com/2020/07/02/stomp-out-cannabis-criminality-sloan/>

Article: 'Stinks like 10000 skunks': Tottenham residents want more potent restrictions for medical-marijuana growers (Simcoe Feb 11, 2020) - **Fed MP Terry Dowdall**
<https://www.simcoe.com/news-story/9844540--stinks-like-10-000-skunks-tottenham-residents-want-more-potent-restrictions-for-medical-marijuana-growers/>

10) Municipal guide to Cannabis legislation (by FCM)

<https://fcm.ca/en/resources/municipal-guide-cannabis-legalization>

11) The final report of the task force on Cannabis legalization and regulation

<https://hoban.law/2017/01/the-final-report-of-the-task-force-on-cannabis-legalization-and-regulation/>

12) Municipalities who have refused requests for exceptions to bylaws

Article: Marijuana setback relief denied (Simcoe Reformer May 29, 2019)
<https://www.simcoereformer.ca/news/local-news/marijuana-setback-relief-denied>

Article: Council officially denies the marijuana micro-cultivation facility (NewTecTimes March 6, 2020)
<http://newtectimes.com/?p=24388>

13) Court cases - Bylaw/Zoning violations

Article: Cannabis producer pleads guilty to violating bylaw (Simcoe Reformer Feb 20, 2020)
<https://www.simcoereformer.ca/news/local-news/cannabis-producer-enters-guilty-plea>

Article: East Gwillimbury takes medical marijuana facility to court (York Region Aug 12, 2020)
<https://www.yorkregion.com/news-story/10134439-east-gwillimbury-takes-medical-marijuana-facility-to-court/>

14) Nuisance bylaw amendment - Cannabis odour

Article: Council enacts nuisance by-law addressing cannabis odour concerns

(Bradford Today Jun 19, 2020)

<https://www.bradfordtoday.ca/local-news/council-enacts-nuisance-by-law-addressing-cannabis-odour-concerns-2441245>

Article: Hamilton targets large-scale personal grow operations with nuisance bylaw amendment

(Global News Apr 23, 2020)

<https://globalnews.ca/news/6857506/city-of-hamilton-nuisance-bylaw-amendments-personal-grow-operations-cannabis/>

Article: Nuisance bylaw to deal with cannabis odour coming soon to Lincoln

(Niagara This Week Aug 3, 2020)

<https://www.niagarathisweek.com/news-story/10128119-nuisance-bylaw-to-deal-with-cannabis-odour-coming-soon-to-lincoln/>

Article: Pelham gives stamp of approval on odour bylaw to deal with cannabis operations

(Niagara This Week Mar 27, 2020)

<https://www.niagarathisweek.com/news-story/9918340-pelham-gives-stamp-of-approval-on-odour-bylaw-to-deal-with-cannabis-operations/>

Article: Niagara area town buys \$5,000 device to measure weed smell after repeated complaints from residents (Timmins Today Jul 7, 2020)

<https://www.timminstoday.com/around-ontario/ontario-niagara-area-town-buys-5000-device-to-measure-weed-smell-after-repeated-complaints-from-residents-2545977>

15) Municipalities that have requested assistance from Province

Article: Council supports request for more control over cannabis production in municipalities

(Bradford Today May 22, 2020)

<https://www.bradfordtoday.ca/local-news/council-supports-request-for-more-control-over-cannabis-production-in-municipalities-2366228>



November 6, 2020

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

Dear Mayor and Members of Council:

As a follow-up to recent board decisions, we wanted to apprise you of additional actions and matters for consideration since our letter of September 4, 2020. As you know, on August 28, the Essex Region Conservation Authority discovered it was the victim of a complex and sophisticated phishing scam, whereby fraudsters infiltrated our system, impersonated a staff member, and forged documents.

Immediately upon detection of this crime, the police, our banks, and insurers were notified. In addition to the police investigation, the Board launched a robust internal investigation, including a forensic audit of our IT systems. These investigations have concluded without question that this crime was perpetrated by individuals outside of the organization.

This investigation helped us identify how this security breach occurred, and we have implemented measures to better protect the organization, and reduce vulnerabilities against future cyber attacks. There continues to be discussions with our bank and insurers to determine if any of these funds are recoverable.

While prudent financial management has allowed us to be financially positioned to weather this storm, the investigation also highlighted that running an organization so leanly comes with an element of risk. ERCA's Annual Revenues for programs and services ranks consistently in the top 10 of all 36 Conservation Authorities. At the same time, ERCA's operational levy funds less than 40% of its operations, placing ERCA in the bottom five of all Conservation Authorities, and well below the provincial average of approximately 50%.

As well, the epic Lake levels we are experiencing have triggered a higher demand for development approvals than anywhere else in the Province, with a much smaller staff complement to respond. Our region has been under almost constant flood threat for most of the past two years, placing further significant demands on the Authority, without additional resources. These are matters the Board must take into consideration as we move forward.

Following Richard Wyma's resignation, Tim Byrne has agreed to serve as the Interim General Manager for the Authority. A hiring committee has been established to identify a new General Manager to continue to implement the important watershed-based conservation work that's needed to ensure the Windsor-Essex region remains one of the best places in Canada to live, work, invest, and raise a family.

Thank you for your continued support and partnership.

Sincerely,

Kieran McKenzie

Chair, Essex Region Conservation Authority

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

CONTEXT:

- The Temporary Foreign Worker (TFW) Program is seeking to improve living conditions for TFWs who are vulnerable to exploitation due to their immigration status and other factors and ensure that they are provided with safe and suitable housing during their employment in Canada.
- TFW accommodations are currently assessed as per PT housing standards, which focus on the soundness of the accommodations as per the appropriate building and fire safety codes (e.g. the measurements and condition of roofs, walls, windows, doors, floors); and the adequacy of the facilities (e.g. recommended square footage of space per occupant, maximum occupancy, the ratio of amenities/resources to workers).
- To complement the established PT standards, the TFW Program is proposing minimum requirements for employer-provided accommodations within the Program, which focus on elements affecting workers' living conditions. Key objectives include:
 - Reducing the potential for overcrowding and ensuring adequate personal space and privacy;
 - Ensuring appropriate ratios of amenities (e.g. the number of bathrooms, kitchen facilities, and laundry facilities) available to workers;
 - Ensuring appropriate heating, cooling and air quality to support a healthy and comfortable living environment;
 - Enabling access to phone and internet, where available, to enable workers to connect with their families and support organizations, and to access services without the assistance of the employer;
 - Considering elements that would make accommodations more adaptable to allow occupants to conform to public health measures to address communicable disease outbreak in the future; and
 - Ensuring that accommodations enable workers to have freedom of movement and reasonably receive guests without restriction, while respecting biosecurity and public health considerations.

ABOUT THE PROPOSED REQUIREMENTS:

- **Proposed Federal Requirements for the TFW Program** refers to elements that ESDC proposes to consider as minimum program requirements for all employers who are required to provide accommodations. These requirements are based on existing examples of PT housing standards used in the program from the largest provinces – Ontario, Quebec and British Columbia; *Schedule F* – an optional housing inspection form used by the TFW Program in cases where a housing inspection report form is not available in a province/territory/municipality; and other examples of temporary housing such as work camp accommodations. In some cases, proposed requirements would be new to the program as they are not currently provided for in existing requirements.
- **Justification** identifies the source of the proposed requirement or if it is a new requirement.
- **Important note:** In several cases, the proposed requirements provide specific and detailed metrics for consideration, including for example minimum square footage and amenities in common areas and sleeping quarters; specific ratios for amenities and resources for workers; and a specific temperature range to be maintained in the accommodations. This is meant to support informed input on the adequacy of the proposed requirements in meeting overall desired outcomes and assessment of potential impacts. As a result, these should not be interpreted as final, but for discussion purposes only.

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
BUILDING STRUCTURE	<ul style="list-style-type: none"> Accommodations must be sound as per PT building codes, fire codes and health and safety legislation e.g. <ul style="list-style-type: none"> no leaks, electrical issues, mould, or pest infestations proper safety equipment (e.g. smoke alarms, fire extinguishers, etc.) proper and adequate structural features (windows, separate spaces, doors) any hazardous materials must not be kept close to living quarters required egress, emergency exits and lighting 	<ul style="list-style-type: none"> According to the Primary Agriculture Housing Policy, employers should provide the worker with adequate housing as defined by the Canadian Mortgage and Housing Corporation and in accordance with applicable provincial/territorial/municipal (P/T/M) authorities. <u>Adequate</u> housing is defined as housing that does not require any major repairs, which include those to defective plumbing or electrical wiring, or structural repairs to walls, floors or ceilings. Employer-provided housing must meet a minimum standard of structural soundness and overall condition to provide workers with a certain level of day-to-day comfort based on applicable PT standards and laws.
	<ul style="list-style-type: none"> The building must be accessible to the public. 	<ul style="list-style-type: none"> New TFWP Requirement to ensure that workers have freedom of movement and can receive guests without restriction.
COMMON LIVING SPACES	<ul style="list-style-type: none"> Housing must allow for a temperature range of 20°C-25.5°C (68°F-78.8°F) can be maintained in all areas and at all times. 	<ul style="list-style-type: none"> Typical temperature range in provincial requirements provides a temperature between a minimum of 20 degrees and maximum of 23.5°C (ON and QC) - 25.5°C (BC).
	<ul style="list-style-type: none"> Housing must have proper, functional heating and A/C equipment to maintain specified temperature range and humidity control e.g. central or room AC; central heating, space heaters (depending on the time of year the accommodations are inhabited). 	<ul style="list-style-type: none"> NEW TFWP requirement that accommodations must have proper heating and cooling equipment to maintain proposed temperature range. Based on existing requirements for accommodations in <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta).
	<ul style="list-style-type: none"> Sufficient furniture should be provided dependent on the number of workers housed in the accommodations. 	<ul style="list-style-type: none"> Consistent with existing requirements that furnishings in accommodations should be provided according to the number of occupants.

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
	<ul style="list-style-type: none"> Furniture should be of sound construction and in good condition. 	<ul style="list-style-type: none"> Based on existing requirements for accommodations in <i>Construction Camp Rules and Regulations for Construction Camps (2018-2025)</i> (Alberta). Existing requirements require that accommodations have “basic furnishings” only.
	<ul style="list-style-type: none"> A maximum occupancy rate of 7.44 sq. m (80 sq. ft) of total usable, and unobstructed floor area per person for common living spaces. 	<ul style="list-style-type: none"> Spacing requirements are adopted from existing requirements from F.A.R.M.S. (ON) and BCAC (BC) and are consistent with requirements found in <i>Construction Camp Rules and Regulations for Construction Camps (2018-2025)</i> (Alberta). Existing space requirements range from 7 sq. m. (75 sq.ft) (Schedule F and QC) to 7.44 sq. m (80 sq. ft). (BC and ON) do not specify occupancy rates for square footage.
SLEEPING QUARTERS	<ul style="list-style-type: none"> Each bedroom should have a maximum of four (4) workers per room with a minimum distance of 2.0 m (approx. 72 inches) maintained between all beds. 	<ul style="list-style-type: none"> New TFWP Requirement to address concerns regarding overcrowding and to make accommodations more adaptable to future infectious illness outbreaks.
	<ul style="list-style-type: none"> Each bedroom should be supplied with: <ul style="list-style-type: none"> A desk A waste basket A padded chair At least four (4) coat hooks on interior walls Each room should be fully enclosed with a door and a mortise-type lock and the occupant(s) shall be supplied with one (1) key per occupant at no cost. 	<ul style="list-style-type: none"> Based on existing requirements for accommodations in <i>Construction Camp Rules and Regulations for Construction Camps (2018-2025)</i> (Alberta). Existing requirements state that workers should be provided with storage facilities, but do not provide explicit requirements.

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
	<ul style="list-style-type: none">All beds must consist of a proper bed base/frame at least 20 cm (7.87 inches) off the floor, a clean pillow, a clean, supportive mattress of sound construction with a minimum width of 38” (95.6 cm), a minimum length of 75” (190.5 cm), and a minimum height of 25” (63.5 cm).	<ul style="list-style-type: none">Provide clear requirements for the minimum size of a mattress (length, width, height) equal to a single twin bed and construction of bed frame to ensure proper bed for an adult.Requirements for mattress dimensions from QC limited to the minimum length of 99-109 cms.
	<ul style="list-style-type: none">Each worker should be supplied with:<ul style="list-style-type: none">A linens package in clean and good condition (no holes) upon arrival, which includes a <u>minimum</u> of two (2) pillowcases, two (2) sheet sets and at least one (1) blanket per bed.An adequate, enclosed, storage space/compartment within a reasonable distance from the bed, which may take the form of one locker OR one shelf OR a small dresser (2-4 feet in size).	<ul style="list-style-type: none">Provide clear requirements for a minimum linen package and for type of storage facilities.Specific requirements for linen package generally not specified, except in BCAC (BC) guidelines, which provide for only one linen package. Proposal would ensure spare linen package available.Existing provincial requirements only require ‘adequate’ storage for workers.Proposed storage facility requirements based on BCAC (BC) and existing requirements for accommodations in <i>Construction Camp Rules and Regulations for Construction Camps (2018-2025)</i> (Alberta).
	<ul style="list-style-type: none">Review approach to bunkbeds, including alternative designs/approaches that would meet public health objectives and improved living conditions.	<ul style="list-style-type: none">New TFWP Requirement to address concerns regarding overcrowding and to make accommodations more adaptable to future infectious illness outbreaks.
	<ul style="list-style-type: none"><i>Males and females cannot share a bedroom (unless they are spouses).</i>	<ul style="list-style-type: none">This requirement is also found in the Primary Agriculture Policy but not generally specified in housing standards.Based on existing requirements from BCAC (BC) and on existing requirements for accommodations in <i>Construction Camp Rules and Regulations for Construction Camps (2018-2025)</i> (Alberta) that

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
		stipulate that the employer must provide segregated living accommodation by gender.
	<ul style="list-style-type: none">Workers should be provided their own individual bed and are not required to share a bed with anyone other than a spouse.	<ul style="list-style-type: none">Based on current requirement outlined and provincial requirements for BC and in Schedule F.
	<ul style="list-style-type: none">Spouses should be provided with a double/queen size mattress.	<ul style="list-style-type: none">Based on requirement outlined in guidelines for BCAC (BC) and Schedule F.
WASHROOM FACILITIES	<ul style="list-style-type: none">All washrooms must be within worker accommodations.	<ul style="list-style-type: none">New TFWP Requirement to improve living conditions.Existing provincial requirements state that toilets should be no more than 30m away from sleeping quarters (BC) and that portable toilets are permissible (ON).
	<ul style="list-style-type: none">Washrooms to be separated from sleeping rooms by full partitions and lockable doors and to have separate ventilation with exhaust fan.	<ul style="list-style-type: none">Based on guidelines from <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta).Existing provincial requirements and Schedule F state that washrooms facilities must be separate and have privacy barriers from living areas but do not require that washrooms have an exhaust fan.
	Ratios: <ul style="list-style-type: none">One (1) toilet for every five (5) workers.	<ul style="list-style-type: none">Based on guidelines from <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta).Current provincial guidelines allow for up to 10 workers per toilet.
	<ul style="list-style-type: none">One (1) shower, with opaque privacy barriers and in good working condition and sanitary, must be accessible for every four (4) workers. Each shower should be accompanied with an adjacent dressing cubicle with curtains, a hinged seat on the wall or a bench seat and two (2) double clothes hooks.	<ul style="list-style-type: none">Based on guidelines from <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta).Current provincial guidelines allow for up to 10 workers per shower.

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
	<ul style="list-style-type: none"> One (1) sink furnished with a mirror above for every four (4) workers with hot (>43C) and cold running water. 	<ul style="list-style-type: none"> Based on guidelines from <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta). Current provincial guidelines allow for up to 7 workers per sink.
	<ul style="list-style-type: none"> Urinals shall be furnished at the ratio of one (1) per fifteen (15) persons. 	<ul style="list-style-type: none"> Based on guidelines <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta) provides for 25 urinals per person.
EATING FACILITIES	<p>Ratios:</p> <ul style="list-style-type: none"> One (1) dining set with table and chairs in good condition for every ten (10) workers One (1) microwave for every ten (10) workers One (1) oven and stove (with minimum of four (4) functional burners) available for every six (6) workers One (1) refrigerator (able to keep foods at 4°C or lower), with sufficient space for food storage, must be provided for every six (6) workers Adequate cabinets and shelves for cooking equipment and food storage 	<ul style="list-style-type: none"> Existing requirements are one oven/stove and refrigerator per 6 workers, based on provincial sources (BC, ON and QC) and Schedule F. An “adequate amount” of other kitchen supplies (e.g. dishes, utensils, furniture) must be provided.
LAUNDRY FACILTIES	<ul style="list-style-type: none"> Worker accommodations must contain free laundry facilities for the workers. 	<ul style="list-style-type: none"> Based on guidelines from BCAC (BC) and the requirements of <i>Construction Camp Rules and Regulations for Construction Camps</i> (2018-2025) (Alberta).
	<ul style="list-style-type: none"> One (1) full-sized washer and dryer in good working order for every ten (10) workers. 	<ul style="list-style-type: none"> QC guidelines require 1 washer and dryer for every 10 workers, while BCAC (BC) requires one washer for every 15 workers with separate drying facilities and ON requires one laundering tub for every 15 bunks.

PROPOSED MINIMUM ACCOMMODATION REQUIREMENTS FOR PRIMARY AGRICULTURE

HOUSING ELEMENT	PROPOSED FEDERAL REQUIREMENTS FOR THE TFW PROGRAM	JUSTIFICATION
	<ul style="list-style-type: none">Additional drying facilities (e.g. clotheslines) must be in laundry area and not in the bedrooms.	<ul style="list-style-type: none">The requirement is consistent with housing guidelines from BCAC (BC). While ON guidelines state that drying facilities should be available, there are no further requirements for the location of these facilities.
	<ul style="list-style-type: none">Facilities used to clean personal protective equipment (e.g. spray masks, rain gear, gloves) must be separate from laundry machines and living areas.	<ul style="list-style-type: none">Based on guidelines from BCAC (BC).
AMENITIES	<ul style="list-style-type: none">Access to phone service and free internet will be provided where available.	<ul style="list-style-type: none">New TFWP Requirement to enable workers to connect with their families and support organizations, and to access services without the assistance of the employer.

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

INTRODUCTION

The Government of Canada is seeking feedback on proposed federal accommodations requirements for the Temporary Foreign Worker (TFW) Program, including potential impacts and considerations for transitioning to new requirements.

On July 31, 2020, the Government of Canada announced further investments to safeguard the health and safety of Canadian and temporary foreign workers from COVID-19. As part of these measures, the Government of Canada committed to developing mandatory requirements to improve employer-provided accommodations for the TFW Program, with a focus on ensuring better living conditions for workers who may be vulnerable to exploitation due to their immigration status and other factors. It also committed to consult with provinces and territories (PTs), employers, workers and foreign partner countries on a proposal for these requirements and to work with partners to implement changes.

As part of this consultation process, the Government of Canada will be undertaking a survey of existing housing in the agriculture sector to inform the development of new proposed federal accommodations requirements.

BACKGROUND

Under the TFW Program's existing policy, certain employers participating in the program's Primary Agriculture Stream are required to provide accommodations to workers. Employers must submit inspection reports with their Labour Market Impact Assessment (LMIA) application to demonstrate that dwellings for TFWs have been inspected and comply with applicable standards. The establishment of housing standards and related inspections prior to the arrival of workers is under the responsibility of PTs. In some cases, this responsibility is delegated to municipalities or private inspectors.

The current approach has resulted in a lack of consistency in the types of accommodations, living conditions (e.g. numbers of persons per room) and amenities (e.g. number of showers per person) provided to the workers who may be vulnerable to exploitation due to their immigration status and other factors. Common complaints about housing include overcrowding and lack of privacy, an inadequate number of washrooms and kitchen facilities per worker, lack of adequate heating/cooling and deficiencies in the structure (e.g., leaks, mould, poor plumbing).

The increased attention on employer-provided accommodations through COVID-19 has highlighted several other common deficiencies in the quality of housing and living conditions for workers, including that group accommodations provided on many farms may increase the risk of

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

communicable disease transmission, potentially putting the health of TFWs and the community at large at risk.

The intent of new requirements would be to complement existing provincial-territorial housing standards and establish consistent, mandatory requirements for all employers who must provide accommodations to TFWs. The approach would also include measures to strengthen the oversight for pre- and post-arrival inspections of worker accommodations to enable the enforcement of compliance with new requirements. The intent is not to pursue short-term changes for the 2021 season or to address the current pandemic, but to develop a lasting approach to improve living conditions for workers while considering elements that would make accommodations more adaptable to addressing any communicable disease outbreaks in the future. An element of this consultation process will be to determine adequate timelines for implementation of any new minimum requirements.

Objectives of Federal Accommodations Requirements for the TFW Program

To improve living conditions, which will focus on a number of key factors including:

- Reducing the potential for overcrowding and ensuring adequate personal space and privacy;
- Ensuring appropriate ratios of amenities (e.g. the number of bathrooms, kitchen facilities, and laundry facilities) available to workers;
- Ensuring appropriate heating, cooling and air quality to support a healthy and comfortable living environment;
- Enabling access to phone and internet, where available, to enable workers to connect with their families and support organizations, and to access services without the assistance of the employer;
- Considering elements that would make accommodations more adaptable to allow occupants to conform to public health measures to address communicable disease outbreaks in the future; and
- Ensuring that accommodations enable workers to have freedom of movement and reasonably receive guests without restriction, while respecting biosecurity and public health considerations.

Annex A provides details of the proposed accommodation requirements under consideration to achieve the above objectives. These were developed based on existing examples of PT housing standards used in the program and draw from other examples of temporary housing such as work camp accommodations. In some cases, the proposed requirements would be new to the program.

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

QUESTIONS TO GUIDE INPUT

Section A outlines questions intended to guide all stakeholders in providing feedback on the proposed accommodation requirements.

Section B outlines questions intended to provide workers the opportunity to provide feedback on their needs and expectations regarding employer-provided accommodations based on their lived experiences.

SECTION A – Questions for All Stakeholders

The proposed requirements would not significantly alter the current model based on shared accommodations for foreign workers in agriculture. However, as noted above, the COVID-19 pandemic has revealed the risks of shared accommodations and, in particular, the use of bunkbeds that may contribute to overcrowding or poor living conditions and act as an amplifier of disease transmission when individuals live in close quarters. Among the proposed requirements for consideration, the government is particularly interested in receiving comments on approaches to space allocation and sleeping quarters that would address these concerns, while being sensitive to the potential impacts associated with the need to expand current accommodations or engage in new construction.

The discussion questions below may be used to guide input; however, input is not limited to these questions.

Adequacy of Proposed Requirements

- Do the proposed federal accommodation requirements cover the right elements to ensure improved living conditions for TFWs? Are they specific enough to allow for proper implementation and assessment?
- Do the proposed requirements meet the objective of ensuring adequate personal space and privacy and eliminating the risk of overcrowding? In particular, are the proposed ratios of workers to sleeping quarters and essential amenities adequate?
- Should there be different requirements for workers who work in year-round jobs (e.g. greenhouses, mushroom production) vs. seasonal jobs?
- What are possible approaches to better ensuring that workers have adequate freedom to come and go and are able to receive guests?

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

- Are there other aspects or alternative approaches that should be considered?

Public Health Considerations

- Would the proposed requirements assist in mitigating public health risks associated with pandemics and/or communicable diseases? What adjustments should be considered?
- Are there additional requirements that should be considered to make living quarters more adaptable to pandemics and/or communicable diseases in the future?

Impacts of New Requirements

The government recognizes that adapting accommodations to meet new requirements for the program could require changes to existing structures or the building of new structures, and time to make changes.

- What would be the impacts for employers in terms of investments to adapt to proposed new standards? How could these impacts be mitigated?
- What would be the implications of moving away from the use of bunkbeds? Are there alternative designs or approaches to bunkbeds that would meet public health objectives and improved living conditions?
- What other factors would affect the ability to implement new requirements?
- Are there implications from the perspective of PTs, including impacts on laws and regulations that would affect implementation?
- What could be the anticipated timelines for implementing new requirements such as these?
- There are differing approaches to the amount charged to workers for accommodations under the program. In some cases, accommodations are provided free of charge, while in other cases workers are charged a weekly amount.
 - To what extent should employers vs. workers be responsible for paying the cost of accommodations? What factors should be considered and why?

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

Inspections

The TFW Program will be engaging with PTs on potential approaches to improve oversight of TFW accommodations both before and after workers arrive. Potential measures include developing a list of authorized inspectors that employers must use to conduct accommodations inspections; and requiring that housing inspection reports include new elements of proof, such as photographs and geo-location information, to support subsequent integrity inspections.

- Would such measures serve to strengthen the consistency and quality of the accommodations inspections process for the TFW Program?
- More generally, what other aspects or alternative approaches should be considered to ensure compliance with new requirements both before and after workers arrive?

SECTION B – Questions for Workers

The purpose of the questions in this section is to gain an understanding of workers' lived experiences so that accommodation requirements meet the basic needs of workers.

The discussion questions below may be used to guide input; however, input is not limited to these questions.

About Your Current Accommodations

- How many people live in the accommodation?
- With how many people do you share a bedroom?
- Do you sleep in a bunkbed?

Satisfaction with Your Accommodations

- Are you satisfied with the overall condition of your accommodations (structure, heating and cooling)? Why or why not?
- Are you satisfied with your common living space? Why or why not?
 - Are you satisfied with the furniture based on the number of workers housed in the accommodations? Why or why not?
 - Are you satisfied with the quality and construction of the furniture? Why or why not?

Stakeholder Consultations on Mandatory Requirements for Employer-Provided Accommodations in the TFW Program

- Are you satisfied with your sleeping quarters? Why or why not?
 - With how many people, at most, would you want to share a bedroom?
 - If applicable, do you have concerns with sleeping in a bunkbed?

Satisfaction with Your Amenities

- Are you satisfied with the number and condition of kitchen and laundry amenities provided?
 - How many workers should share one fridge, one sink, one stove, one oven, and one microwave? Why?
 - How many workers should share one washing machine and one dryer? Why?
- Are you satisfied with the number and condition of bathroom amenities provided (toilets, sinks, showers)? Why or why not?
 - How many workers should share a bathroom (one shower, one toilet, and one sink)?

Communications

- Do you have sufficient access to internet and phone service?

General

- What are the three things that are most important to you when it comes to accommodations and that you would like to see improved?
- Do you have additional comments you wish to share about your accommodation or any other issue?

PUBLIC COMMENT PERIOD

Interested persons may submit comments concerning the proposal to NC-TFWP-APT-PTET-EPA-GD@hrsdc-rhdcc.gc.ca by **December 22, 2020**.

Please note that this document is available in French, English, Spanish, Tagalog, Thai, and Punjabi.

Thank you for your input.



Community Services

Legislative Services

November 17, 2020

File #120203

Sent via email: premier@ontario.ca

The Honourable Doug Ford, Premier of Ontario
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Honourable and Dear Sir:

Re: Town of Grimsby - Amendment to Bill 108 - *More Homes, More Choice Act, 2019*, which amended the *Ontario Heritage Act* - Request to Remove the Powers provided to the Local Planning Appeal Tribunal, Retain Authority for Hearing Certain Appeals by the Conservation Review Board, and Return the Authority for Final Decisions to Municipal Councils

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of November 16, 2020 received and supported correspondence from the Town of Grimsby dated November 4, 2020 strongly recommending that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representatives of the communities wherein the property and its features of cultural heritage value exist.

Attached please find a copy of the Town of Grimsby's correspondence dated November 4, 2020.

Thank you for your attention to this matter

Yours very truly,

Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk

cschofield@forterie.ca

CS:dlk

c.c.

The Honourable Lisa MacLeod, Ministry of Heritage, Sport, Tourism and Culture Industries Lisa.macleodco@pc.ola.org

Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP horwatha-gp@ndp.on.ca

Steven Del Duca, Leader of the Ontario Liberal Party steven@ontarioliberal.ca

Mike Schreiner, MPP and Leader of the Green Party of Ontario Mschreiner@ola.org

Sam Oosterhoff, MPP, Niagara West sam.oosterhoff@pc.ola.org

Devanne Kripp, Deputy Town Clerk, Town of Grimsby dkripp@grimsby.ca

Association of Municipalities of Ontario amo@amo.on.ca

Ontario Municipalities

All MPP's in the Province of Ontario

Niagara Region ann-marie.norio@niagararegion.ca

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The Corporation of the Town of Fort Erie

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B

From: "Devanne Kripp" <dkripp@grimsby.ca>
To: "doug.fordco@pc.ola.org" <doug.fordco@pc.ola.org>
Date: 2020-11-04 10:20 AM
Subject: Proposed Regulation under the Ontario Heritage Act – Bill 108

B

Dear Hon. Doug Ford:

At its meeting of October 19, 2020, the Town of Grimsby Committee of the Whole passed the following resolution, which was subsequently approved by Council on November 2, 2020:

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,
That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing, and,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to

RECEIVED
NOV 16 2020
BY COUNCIL

the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

CARRIED

YES: Councillors Bothwell, Dunstall, Freake, Kadwell, Ritchie, Sharpe, Vaine, Vardy and Mayor Jordan

A copy of the report has been enclosed.

Regards,

Devanne Kripp, Dipl. M. A.

Deputy Town Clerk

905 945 9634 ext. 2177

Town of Grimsby | 160 Livingston Avenue, P.O Box 159 | Grimsby ON L3M 4G3 | www.grimsby.ca

Report To: Committee of the Whole

Meeting Date: October 19, 2020

**Subject: Proposed Regulation under the Ontario Heritage Act
(Bill 108)**

Recommendation(s)

1. That the Report PA20-22 dated October 19, 2020, be received and
2. That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

Purpose

To provide staff with direction to provide comments to the Environmental Registry on the proposed changes to the Ontario Heritage Act (Bill 108). As the impetus for the new proposed regulations is Bill 108, *The More Homes, More Choices Act*, staff remain concerned that the Province's stated objective to increase housing supply should not come at the expense of the Town of Grimsby's irreplaceable cultural heritage resources, as the purpose of the *Ontario Heritage Act* being to protect and conserve heritage properties.

Background

Updates to the Ontario Heritage Act (Bill 108)

In November 2018, the Province introduced a consultation document: "Increasing Housing Supply in Ontario." On May 2, 2019, the Minister of Municipal Affairs and Housing introduced "More Homes, More Choice: Ontario's Housing Supply Action Plan" and the supporting Bill 108 – the proposed More Homes, More Choice Act. The Province stated that the objective of these initiatives is to ensure more housing choices/supply and address housing affordability. The Ontario Heritage Act was one of 13 provincial statutes impacted by Bill 108.

At that time, the proposed regulations for the OHA were unknown but the Ministry of Tourism, Culture and Sport indicated that regulations were to be released "later this year" after consultation and would be posted for comment. At that time, the changes to the OHA were expected to be proclaimed and in full force and effect for July 1, 2020. Later this date was changed to January 1, 2021. The proposed regulations were released for public comment on September 21, 2020, being partially delayed by the COVID-19 pandemic. The changes to the OHA are still anticipated to be proclaimed on January 1, 2021. Comments on the proposed regulations are due to the Environmental Registry by November 5, 2020. Communication from the Ministry of Tourism, Culture and Sport indicates that 'Updates to the existing Ontario Heritage Tool Kit, which will support implementation of the amendments and proposed regulation, are forthcoming. Drafts of the revised guides will be made available for public comment later this fall.' Staff will share this information with the Grimsby Heritage Advisory Committee and Council as it becomes available.

Analysis/Comments

The Environmental Registry posting includes the proposed regulations and a summary of the proposed regulations for the following:

1. Principles that a municipal council shall consider when making decisions under specific parts of the OHA.
2. Mandatory content for designation by-laws.
3. Events which would trigger the new 90-day timeline for issuing a notice of intention to designate and exceptions to when the timeline would apply.
4. Exceptions to the new 120-day timeline to pass a designation by-law after a notice of intention to designate has been issued.
5. Minimum requirements for complete applications for alteration or demolition of heritage properties.
6. Steps that must be taken when council has consented to the demolition or removal of a building or structure, or a heritage attribute.
7. Information and material to be provided to Local Planning Appeal Tribunal (LPAT) when there is an appeal of a municipal decision to help ensure that it has all relevant information necessary to make an appropriate decision.
8. Housekeeping amendments related to amending a designation by-law and an owner's reapplication for the repeal of a designation by-law.
9. Transition provisions.

Many of the proposed regulations are procedural and provide clarity on the new processes that were including in Bill 108. The summary of the proposals is as follows:

Regulatory Proposals

1. Principles to guide municipal decision making

The amendments to the Ontario Heritage Act give authority to prescribe principles that a municipal council shall consider when making decisions under prescribed provisions of Parts IV and V of the Act. The proposed principles relate to the purpose of the Ontario Heritage Act and are intended to help decision-

makers better understand what to focus on when making decisions under the Act.

The proposed principles are consistent with Ontario's policy framework for cultural heritage conservation. The proposed principles provide context for a municipality to follow when making decisions about designated heritage properties, including the minimization of adverse impacts to the cultural heritage value of a property or district. They also require the municipality to consider the views of all interested persons and communities. The new principles will be used in conjunction with Ontario Regulation 9/06, for which no changes have been proposed at this time. While staff already use many similar principles to guide the review process, it is noted that many of the principles use 'should' rather than 'shall' in reference to the principles. The most problematic is the principle that "property that is determined to be of cultural heritage value or interest should be protected and conserved for all generations". Using 'should' rather than 'shall' contradicts the Provincial Policy Statement 2020, which states "Significant built heritage resources and significant cultural heritage landscapes shall be conserved". Staff would prefer consistency in the language in these two provincial policies and recommend that the language from the PPS 2020 be adopted as a principle for the Ontario Heritage Act.

An additional recommendation would be that the definition of 'adaptive reuse' included in this section be revised from "the alteration of a property of cultural heritage value or interest to fit new uses or circumstances while retaining the heritage attributes of the property" to "the alteration of a property of cultural heritage value or interest to fit new uses or circumstances while retaining the cultural heritage value or interest and the heritage attributes of the property".

2. Mandatory content for designation by-laws

The Ontario Heritage Act amendments provide a regulatory authority to prescribe mandatory content for designation by-laws. The goal is to achieve greater consistency across municipalities and to provide improved clarity for property owners through designation by-laws including:

- Identifying the property for the purposes of locating it and providing an understanding of its layout and components;*
- Establishing minimum requirements for the statement of cultural heritage value or interest; and*
- Setting standards for describing heritage attributes.*

From staff's perspective, the most significant changes to the requirements for a

designation by-law are:

- The requirement to include a map or image of the area. This has not typically been done in the past due to the preferences of the Land Registry Office; however, from a staff perspective, this would not be difficult or onerous.
- The description of the heritage attributes must be 'brief' and also explain how each attribute contributes to the cultural heritage value or interest of the property. Staff note that the requirement for explanations may make the description less brief, but are generally supportive of this requirement as it may help clarify both the heritage attributes and the cultural heritage value of the property. However, this requirement will likely increase the amount of staff time required to draft designation by-laws.
- The by-law may list any features of the property that are not heritage attributes. Including a formal list of non-heritage attributes within the by-law could provide clarity to both the property owner and the Town of Grimsby.

3. 90-day timeline to issue a Notice of Intention to Designate Amendments to the Ontario Heritage Act establish a new 90-day timeline for issuing a notice of intention to designate (NOID) when the property is subject to prescribed events. It also allows for exceptions to this restriction to be prescribed.

The new timeline is intended to encourage discussions about potential designations with development proponents at an early stage to avoid designation decisions being made late in the land use planning process. The ministry has proposed three triggers which would place this restriction on council's ability to issue a NOID. These are applications submitted to the municipality for either an official plan amendment, a zoning by-law amendment or a plan of subdivision.

The proposed regulation also provides exceptions to when the 90-day timeline applies. The ministry is proposing the following categories of exceptions.

- Mutual agreement – Where an extension of, or exemption from, the 90-day restriction on issuing a NOID is mutually agreed to by the municipality and the property owner who made the application under *the Planning Act*.
- Administrative restrictions – Where municipal council or heritage committee are limited in their ability to reasonably fulfill the statutory requirements for issuing a NOID within the original 90-day timeframe. This would apply in cases of a declared emergency or where a municipal heritage committee would be unable to provide its recommendations to council. The timeframe would be extended by 90 days.
- New and relevant information – Where new and relevant information could have an impact on the potential cultural heritage value or interest of the

property is revealed and needs further investigation. Council would be able to extend the timeframe through a council resolution. In the case of new and relevant information council would have 180 days from the date of the council resolution to ensure there is sufficient time for further information gathering and analysis to inform council's decision.

Expiration of restriction – The 90-day restriction on council's ability to issue a NOID would not remain on the property indefinitely and would no longer apply when the application that originally triggered the 90-day timeframe is finally disposed of under the Planning Act.

The proposed regulation also provides notification requirements related to the exceptions to the 90-day timeframe restriction.

Overall, the regulations provide required clarity to the proposed new timelines. Staff are pleased that one of the exemptions to the new regulated timelines is through mutual agreement, as many developers in Grimsby have demonstrated their willingness to work with staff and Council to work towards heritage conservation goals through the planning process.

The exemption for 'new and relevant' materials is useful to ensure that all parties have all of the information needed to make a decision. To this end, the regulations also provide a definition of 'new and relevant' to be applied in this context.

The termination period for the 90-day timelines is limited to the lifespan of the specific planning application. This will ensure that properties are not prohibited from heritage conservation indefinitely.

However, staff have several concerns in regards to these proposed regulations. First, the 90 day timeline will not provide enough time for the town to request and review a peer review of a Heritage Impact Assessment, should the town feel that review is necessary. Staff recommend that the 90 day timeline be increased, or that an additional exemption be included that provides municipalities more time to address requirements for peer review. Likewise, the substantially reduced time limit for planning decisions in Bill 108, especially in regards to decisions for zoning by-law amendments, will create challenges for staff where heritage properties are involved in a planning application.

Staff also note that these new timelines will require significant changes to internal processes in order to accommodate the regulations, which in turn will take a significant amount of staff time to coordinate between Heritage Planning staff, and Planning staff.

4. 120-day timeline to pass a designation by-law Amendments to the Ontario Heritage Act establish a new requirement for designation by-laws to be passed within 120 days of issuing a Notice of Intention to Designate (NOID). It also

allows for exceptions to be prescribed. The ministry is proposing the following categories for exceptions.

- *Mutual agreement - Where an extension of, or exemption from, the requirement to pass a by-law within 120 days of issuing a NOID is mutually agreed to by the municipality and the property owner.*
- *Administrative restrictions – Where municipal council is limited in its ability to reasonably fulfill the statutory requirements for passing a designation bylaw within the original 120-day timeframe. This would apply in cases of a declared emergency.*
- *New and relevant information – Where new and relevant information that could have an impact on the potential cultural heritage value or interest of the property is revealed and needs further investigation.*
- *Council would be able to extend the timeframe through a council resolution to ensure there is enough time for further information gathering and analysis to inform its decision.*
- *Council would have an additional 180 days from the date of the council resolution to pass the bylaw.*

Exceptions allowing for the extension of the 120-day timeframe for passing a by-law must occur prior to the expiry of the initial 120 days. The proposed regulation includes notification requirements related to the exceptions to the 120-day timeframe.

Similar to the exemptions for the 90-day designation notice timeline, the proposed exemptions to pass a designation by-law, especially through mutual agreement, are generally considered helpful. The practice of passing a by-law soon after the objection period has expired (or an appeal has been resolved), is already undertaken in Grimsby for most designations. However, staff would note that implementing these regulations will require staff time to accomplish.

5. 60-day timeline to confirm complete applications, alteration or demolition and contents of complete applications

Amendments to the Ontario Heritage Act establish a new timeline of 60 days for the municipality to respond to a property owner about the completeness of their application for alteration of, or demolition or removal affecting, a designate heritage property. It also provides a regulatory authority for the Province to set out minimum requirements for complete applications. The purpose of these provincial minimum standards is to ensure transparency so that property owners are aware of what information is required when making an application. The

details of what is proposed in regulation reflect current municipal best practices. The proposed regulation also enables municipalities to build on the provincial minimum requirements for complete applications as a way of providing additional flexibility to address specific municipal contexts and practices. Where municipalities choose to add additional requirements, the proposed regulation requires them to use one of the following official instruments: municipal by-law, council resolution or official plan policy. The proposed regulation establishes that the 60-day timeline for determining if the application is complete and has commenced starts when an application is served on the municipality. It further proposes that applications may now be served through a municipality's electronic system, in addition to email, mail or in person.

The introduction of a timeline to confirm a complete application for heritage issues is new, but is not unwelcome as it will provide clarity for the property owner and the town. The list of submission requirement set out in the regulations is similar to the requirements that the town already requires; however, a more thorough review of any proposed materials should be undertaken and a report brought forward to Council to confirm Grimsby's list of required submissions and be adopted by municipal by-law as required by the regulation. The ability for the town to set its own additional requirements (through due process) is important to ensure that the town's heritage conservation goals are met.

However, staff note that the requirements for a complete application are only applied to subsections 33 (2) and 34 (2) of the *Ontario Heritage Act*, meaning that there are no requirements for a complete application for properties designated under Part V as part of heritage conservation districts. Staff recommend that the requirements for complete application also be applied to district properties.

6. Prescribed steps following council's consent to a demolition or removal under s. 34.3

Amendments to the Ontario Heritage Act provide that municipal council consent is required for the demolition or removal of any heritage attributes, in addition to the demolition or removal of a building or structure. This is because removal or demolition of a heritage attribute that is not a building or structure, such as a landscape element that has cultural heritage value, could also impact the cultural heritage value or interest of a property.

Prior to the amendments, where council approved a demolition or removal under s. 34, the Act required council to repeal the designation by-law. However, in cases where only certain heritage attributes have been removed or demolished, or where the demolition or removal was of a structure or building that did not have cultural heritage value or interest, the property might still retain cultural

heritage value or interest. In these cases, repeal of the by-law would not be appropriate.

The proposed regulation provides municipalities with improved flexibility by requiring council to first determine the impact, if any, of the demolition or removal on the cultural heritage value or interest of the property and the corresponding description of heritage attributes. Based on the determination council makes, it is required to take the appropriate administrative action, which ranges from issuing a notice that no changes to the by-law are required, to amending the by-law as appropriate, to repealing the by-law. Council's determination and the required administrative actions that follow are not appealable to LPAT.

The proposed regulation provides that, where council has agreed to the removal of a building or structure from a designated property to be relocated to a new property, council may follow an abbreviated process for designating the receiving property. The proposed regulation provides a series of administrative steps to support the designation by-law. Council's determination that the new property has cultural heritage value or interest and the subsequent designation by-law made under this proposed regulation would not be appealable to LPAT.

The requirement to issue notice for demolition of any heritage attributes of a property was a concern, however, the clarification that a repealing by-law may not be required for every demolition is helpful. Following the demolition or removal, if the cultural heritage value or interest and heritage attributes do not need amending, the only notice requirement is to the Ontario Heritage Trust, who are already required to receive notice of all decisions regarding alterations, demolitions, removals and relocations.

However, staff would note that the wording of the regulation is slightly confusing: "After the demolition or removal of a building, structure or heritage attribute on the property is complete, the council of the municipality shall, in consultation with the municipal heritage committee established under section 28 of the Act, if one has been established, make one of the following determinations.." Staff are unclear on if this means that removal of any building, even one that is not a heritage attribute (i.e. a modern garden shed), requires Council approval.

7. Information to be provided to LPAT upon an appeal with the exception of decisions made under section 34.3 as described above, all final municipal decisions related to designation, amendment and repeal, as well as alteration of a heritage property under the Act will now be appealable to LPAT, in addition to decisions related to demolition and Heritage Conservation Districts, which were already appealable to LPAT. The decisions of LPAT are binding. Preliminary objections to designation matters will now be made to the municipality, before the final decision is made. Prior to the amendments, appeals of designation-related notices or appeals of alteration decisions were made to the Conservation Review Board, whose decisions were not binding.

A regulatory authority was added to ensure that appropriate information and materials related to designations, alteration and demolition decisions are forwarded to the LPAT to inform appeals. The proposed regulation outlines which materials and information must be forwarded for every LPAT appeal process in the Act by the clerk within 15 calendar days of the municipality's decision.

The two-tier process of objection to the municipality, followed by appeal to the LPAT, is a noted concern as this new process will create delays for property owners, staff, the Grimsby Heritage Advisory Committee and Council. The updated regulation does not change this; it provides a list of the materials and information required for LPAT appeals.

8. Housekeeping amendments

Amendments to the Act included regulatory authority to address a few housekeeping matters through regulation. Previously, where a municipality proposed to make substantial amendments to an existing designation by-law it stated that the designation process in section 29 applied with necessary modifications. The proposed regulation clearly sets out the modified process, including revised language that is more appropriate for an amending by-law. The proposed regulation also makes it clear that there is no 90-day restriction on issuing a notice of proposed amendment to a by-law and provides that council has 365 days from issuing the notice of proposed amendment to pass the final amending by-law and that this timeframe can only be extended through mutual agreement.

The proposed regulation also outlines restrictions on a property owner's ability to reapply for repeal of a designation by-law where the application was unsuccessful, unless council consents otherwise. The one-year restriction on an owner's reapplication maintains what had been included in the Act prior to the amendments.

The ability to amend a heritage designation by-law is improved through the regulations that provide clarity to the stated process. Staff support this regulation as it will make it easier to update old designation by-laws as required, as well as make amendments to by-laws that require updating to remove listed heritage attributes as per the new regulation.

9. Transition

Section 71 of the Ontario Heritage Act establishes a regulation-making authority for transitional matters to facilitate the implementation of the amendments, including to deal with any problems or issues arising as a result of amendments. The proposed transition rules provide clarity on matters that are already in progress at the time the amendments come into force.

General Transition Rule

All processes that commenced on a date prior to proclamation would follow the process and requirements set out in the Act as it read the day before proclamation. The proposed regulation sets out the specific triggers for determining if a process had commenced.

Exceptions

Outstanding notices of intention to designate. Where council has published a notice of intention to designate but has not yet withdrawn the notice or passed the by-law at the time of proclamation, the municipality will have 365 days from proclamation to pass the by-law, otherwise the notice will be deemed withdrawn. Where a notice of intention to designate has been referred to the Conservation Review Board, the 365 days would be paused until the Board either issues its report or until the objection has been withdrawn, whichever occurs earlier.

90-Day restriction on issuing a NOID

The 90-day restriction on council's ability to issue a NOID would only apply where all notices of complete application have been issued by the municipality in relation to a prescribed Planning Act application, on or after proclamation.

Prescribed steps following council's consent to demolition or removal (s.34.3)

The ministry is proposing that the prescribed steps would apply following consent to an application by the municipality or by order of the Tribunal, where at the time of proclamation council had not already repealed the by-law under s. 34.3.

Staff would note that the transitions proposed will place increased demand on staff time and resources in order to prepare for the January 1, 2021 implementation deadline. As this has not been accounted or planned for, staff would recommend that the proclamation deadline be pushed to July 1, 2021 to allow municipalities more time to prepare, especially in consideration of the COVID-19 pandemic, which has already created additional stress on staff resources.

Regulatory Impact Assessment

The objective of the proposed regulation is to improve provincial direction on how to use the Ontario Heritage Act, provide clearer rules and tools for decision making, and support consistency in the appeals process. Direct compliance costs and administrative burdens associated with the proposed regulations are unknown at this time. New rules and tools set out in the proposed regulations are expected to result in faster development approvals.

There are anticipated social and environmental benefits as the proposed regulation seeks to achieve greater consistency to protecting and managing heritage property across the province.

Overall, staff support many of the proposed regulation changes, as they provide greater clarity for the new processes created through Bill 108. Some of the concerns identified

by the town in their comments on Bill 108 remain, such as all appeals being moved to the Local Planning Appeal Tribunal (LPAT) from the Conservation Review Board (CRB).

The proposed regulations appear to be consistent with the objectives of Provincial policy and the OHA to conserve significant cultural heritage resources. However, many of the town's existing processes will need to be adjusted to conform to the proposed regulation changes. Staff would recommend to the Province that more time be provided to municipalities to accommodate the new regulations, especially given that the COVID-19 pandemic is in the second wave and also because the revised Ontario Heritage Took Kit has not been provided for draft comment and review. Additionally, staff resources will need to be evaluated in light of the current volume of heritage alteration applications to ensure the delivery of heritage reports and notices occur within the specified timelines. The substantially reduced time limit for planning decisions in Bill 108, especially in regards to decisions for zoning by-law amendments, will create challenges for staff where heritage properties are involved in a planning application.

The Province has noted that the direct compliance costs and administrative burdens are unknown at this time. Staff would suggest that the cost and burden on already stressed municipalities operating in an ongoing pandemic would be significant.

Strategic Priorities

This report addresses the corporate strategic goal to: Protect, preserve and enhancing Grimsby's distinct heritage and culture

Financial Impact

There are no direct financial implications arising from the recommendations in this report. However, the proposed regulation changes will have undetermined financial impacts for the town.

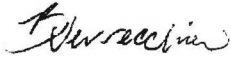
Public Input

Members of the public may provide comments on Bill 108's proposed changes through the related postings on the Environmental Registry of Ontario (ERO) website.

Conclusion

As the impetus for the new proposed regulations is Bill 108, *The More Homes, More Choices Act*, staff remain concerned that the Province's stated objective to increase housing supply should not come at the expense of the Town of Grimsby's irreplaceable cultural heritage resources, as the purpose of the *Ontario Heritage Act* being to protect and conserve heritage properties.

Prepared by,



Name: Bianca Verrecchia
Title: Assistant Heritage Planner

Submitted by,



Name: Antonietta Minichillo
Title: Director of Planning, Building & Bylaw



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www.howick.ca

November 19, 2020

The Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

By email only minister.omafra@ontario.ca

Dear Mr. Hardeman:

Please be advised that the following resolution was passed at the November 17, 2020 Howick Council meeting:

Moved by Councillor Gibson; Seconded by Deputy Reeve Bowman:

Whereas; installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and

Whereas; the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage projects; all tile loans have 10-year terms and repayments are made annually; and

Whereas; the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and
Whereas; interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years;

Now therefore; be it resolved that Council request the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and that this resolution be forwarded to Ontario Ministry of Agriculture, Food and Rural Affairs; MPP Huron Bruce Lisa Thompson; AMO; Land Improvement Contractors of Ontario and Drainage Superintendents of Ontario Association. Carried.

Resolution No. 276/20

If you require any further information, please contact this office, thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk
Township of Howick

cc MPP Perth Wellington Randy Pettapiece
ROMA



Community Services

Legislative Services

November 17, 2020

File #120203

Sent via email: premier@ontario.ca

The Honourable Doug Ford, Premier of Ontario
Room 281, Legislative Building, Queen's Park
Toronto, ON M7A 1A1

Honourable and Dear Sir:

Re: Town of Grimsby - Amendment to Bill 108 - *More Homes, More Choice Act, 2019*, which amended the *Ontario Heritage Act* - Request to Remove the Powers provided to the Local Planning Appeal Tribunal, Retain Authority for Hearing Certain Appeals by the Conservation Review Board, and Return the Authority for Final Decisions to Municipal Councils

Please be advised the Municipal Council of the Town of Fort Erie at its meeting of November 16, 2020 received and supported correspondence from the Town of Grimsby dated November 4, 2020 strongly recommending that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representatives of the communities wherein the property and its features of cultural heritage value exist.

Attached please find a copy of the Town of Grimsby's correspondence dated November 4, 2020.

Thank you for your attention to this matter

Yours very truly,

Carol Schofield, Dipl.M.A.
Manager, Legislative Services/Clerk
cschofield@forterie.ca

CS:dlk

c.c.

The Honourable Lisa MacLeod, Ministry of Heritage, Sport, Tourism and Culture Industries Lisa.macleodco@pc.ola.org
Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP horwatha-gp@ndp.on.ca
Steven Del Duca, Leader of the Ontario Liberal Party steven@ontarioliberal.ca
Mike Schreiner, MPP and Leader of the Green Party of Ontario Mschreiner@ola.org
Sam Oosterhoff, MPP, Niagara West sam.oosterhoff@pc.ola.org
Devanne Kripp, Deputy Town Clerk, Town of Grimsby dkripp@grimsby.ca
Association of Municipalities of Ontario amo@amo.on.ca
Ontario Municipalities
All MPP's in the Province of Ontario
Niagara Region ann-marie.norio@niagararegion.ca

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Web-site: www.forterie.ca

B

From: "Devanne Kripp" <dkripp@grimsby.ca>
To: "doug.fordco@pc.ola.org" <doug.fordco@pc.ola.org>
Date: 2020-11-04 10:20 AM
Subject: Proposed Regulation under the Ontario Heritage Act – Bill 108

B

Dear Hon. Doug Ford:

At its meeting of October 19, 2020, the Town of Grimsby Committee of the Whole passed the following resolution, which was subsequently approved by Council on November 2, 2020:

Moved by Councillor Bothwell; Seconded by Councillor Freake;

Resolved that the Report PA20-22 dated October 19, 2020, be received; and,
That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing, and,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to

RECEIVED
NOV 16 2020
BY COUNCIL

the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

CARRIED

YES: Councillors Bothwell, Dunstall, Freake, Kadwell, Ritchie, Sharpe, Vaine, Vardy and Mayor Jordan

A copy of the report has been enclosed.

Regards,

Devanne Kripp, Dipl. M. A.

Deputy Town Clerk

905 945 9634 ext. 2177

Town of Grimsby | 160 Livingston Avenue, P.O Box 159 | Grimsby ON L3M 4G3 | www.grimsby.ca

Report To: Committee of the Whole

Meeting Date: October 19, 2020

**Subject: Proposed Regulation under the Ontario Heritage Act
(Bill 108)**

Recommendation(s)

1. That the Report PA20-22 dated October 19, 2020, be received and
2. That the report be endorsed and submitted to the Province, along with the following motion, as the Town of Grimsby's comments to the Environmental Registry.

WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Grimsby remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Grimsby strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP Steven Del Duca Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Sam Oosterholf MPP Niagara West; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the Niagara Region and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

Purpose

To provide staff with direction to provide comments to the Environmental Registry on the proposed changes to the Ontario Heritage Act (Bill 108). As the impetus for the new proposed regulations is Bill 108, *The More Homes, More Choices Act*, staff remain concerned that the Province's stated objective to increase housing supply should not come at the expense of the Town of Grimsby's irreplaceable cultural heritage resources, as the purpose of the *Ontario Heritage Act* being to protect and conserve heritage properties.

Background

Updates to the Ontario Heritage Act (Bill 108)

In November 2018, the Province introduced a consultation document: "Increasing Housing Supply in Ontario." On May 2, 2019, the Minister of Municipal Affairs and Housing introduced "More Homes, More Choice: Ontario's Housing Supply Action Plan" and the supporting Bill 108 – the proposed More Homes, More Choice Act. The Province stated that the objective of these initiatives is to ensure more housing choices/supply and address housing affordability. The Ontario Heritage Act was one of 13 provincial statutes impacted by Bill 108.

At that time, the proposed regulations for the OHA were unknown but the Ministry of Tourism, Culture and Sport indicated that regulations were to be released "later this year" after consultation and would be posted for comment. At that time, the changes to the OHA were expected to be proclaimed and in full force and effect for July 1, 2020. Later this date was changed to January 1, 2021. The proposed regulations were released for public comment on September 21, 2020, being partially delayed by the COVID-19 pandemic. The changes to the OHA are still anticipated to be proclaimed on January 1, 2021. Comments on the proposed regulations are due to the Environmental Registry by November 5, 2020. Communication from the Ministry of Tourism, Culture and Sport indicates that 'Updates to the existing Ontario Heritage Tool Kit, which will support implementation of the amendments and proposed regulation, are forthcoming. Drafts of the revised guides will be made available for public comment later this fall.' Staff will share this information with the Grimsby Heritage Advisory Committee and Council as it becomes available.

Analysis/Comments

The Environmental Registry posting includes the proposed regulations and a summary of the proposed regulations for the following:

1. Principles that a municipal council shall consider when making decisions under specific parts of the OHA.
2. Mandatory content for designation by-laws.
3. Events which would trigger the new 90-day timeline for issuing a notice of intention to designate and exceptions to when the timeline would apply.
4. Exceptions to the new 120-day timeline to pass a designation by-law after a notice of intention to designate has been issued.
5. Minimum requirements for complete applications for alteration or demolition of heritage properties.
6. Steps that must be taken when council has consented to the demolition or removal of a building or structure, or a heritage attribute.
7. Information and material to be provided to Local Planning Appeal Tribunal (LPAT) when there is an appeal of a municipal decision to help ensure that it has all relevant information necessary to make an appropriate decision.
8. Housekeeping amendments related to amending a designation by-law and an owner's reapplication for the repeal of a designation by-law.
9. Transition provisions.

Many of the proposed regulations are procedural and provide clarity on the new processes that were including in Bill 108. The summary of the proposals is as follows:

Regulatory Proposals

1. Principles to guide municipal decision making

The amendments to the Ontario Heritage Act give authority to prescribe principles that a municipal council shall consider when making decisions under prescribed provisions of Parts IV and V of the Act. The proposed principles relate to the purpose of the Ontario Heritage Act and are intended to help decision-

makers better understand what to focus on when making decisions under the Act.

The proposed principles are consistent with Ontario's policy framework for cultural heritage conservation. The proposed principles provide context for a municipality to follow when making decisions about designated heritage properties, including the minimization of adverse impacts to the cultural heritage value of a property or district. They also require the municipality to consider the views of all interested persons and communities. The new principles will be used in conjunction with Ontario Regulation 9/06, for which no changes have been proposed at this time. While staff already use many similar principles to guide the review process, it is noted that many of the principles use 'should' rather than 'shall' in reference to the principles. The most problematic is the principle that "property that is determined to be of cultural heritage value or interest should be protected and conserved for all generations". Using 'should' rather than 'shall' contradicts the Provincial Policy Statement 2020, which states "Significant built heritage resources and significant cultural heritage landscapes shall be conserved". Staff would prefer consistency in the language in these two provincial policies and recommend that the language from the PPS 2020 be adopted as a principle for the Ontario Heritage Act.

An additional recommendation would be that the definition of 'adaptive reuse' included in this section be revised from "the alteration of a property of cultural heritage value or interest to fit new uses or circumstances while retaining the heritage attributes of the property" to "the alteration of a property of cultural heritage value or interest to fit new uses or circumstances while retaining the cultural heritage value or interest and the heritage attributes of the property".

2. Mandatory content for designation by-laws

The Ontario Heritage Act amendments provide a regulatory authority to prescribe mandatory content for designation by-laws. The goal is to achieve greater consistency across municipalities and to provide improved clarity for property owners through designation by-laws including:

- Identifying the property for the purposes of locating it and providing an understanding of its layout and components;*
- Establishing minimum requirements for the statement of cultural heritage value or interest; and*
- Setting standards for describing heritage attributes.*

From staff's perspective, the most significant changes to the requirements for a

designation by-law are:

- The requirement to include a map or image of the area. This has not typically been done in the past due to the preferences of the Land Registry Office; however, from a staff perspective, this would not be difficult or onerous.
- The description of the heritage attributes must be 'brief' and also explain how each attribute contributes to the cultural heritage value or interest of the property. Staff note that the requirement for explanations may make the description less brief, but are generally supportive of this requirement as it may help clarify both the heritage attributes and the cultural heritage value of the property. However, this requirement will likely increase the amount of staff time required to draft designation by-laws.
- The by-law may list any features of the property that are not heritage attributes. Including a formal list of non-heritage attributes within the by-law could provide clarity to both the property owner and the Town of Grimsby.

3. 90-day timeline to issue a Notice of Intention to Designate Amendments to the Ontario Heritage Act establish a new 90-day timeline for issuing a notice of intention to designate (NOID) when the property is subject to prescribed events. It also allows for exceptions to this restriction to be prescribed.

The new timeline is intended to encourage discussions about potential designations with development proponents at an early stage to avoid designation decisions being made late in the land use planning process. The ministry has proposed three triggers which would place this restriction on council's ability to issue a NOID. These are applications submitted to the municipality for either an official plan amendment, a zoning by-law amendment or a plan of subdivision.

The proposed regulation also provides exceptions to when the 90-day timeline applies. The ministry is proposing the following categories of exceptions.

- Mutual agreement – Where an extension of, or exemption from, the 90-day restriction on issuing a NOID is mutually agreed to by the municipality and the property owner who made the application under *the Planning Act*.
- Administrative restrictions – Where municipal council or heritage committee are limited in their ability to reasonably fulfill the statutory requirements for issuing a NOID within the original 90-day timeframe. This would apply in cases of a declared emergency or where a municipal heritage committee would be unable to provide its recommendations to council. The timeframe would be extended by 90 days.
- New and relevant information – Where new and relevant information could have an impact on the potential cultural heritage value or interest of the

property is revealed and needs further investigation. Council would be able to extend the timeframe through a council resolution. In the case of new and relevant information council would have 180 days from the date of the council resolution to ensure there is sufficient time for further information gathering and analysis to inform council's decision.

Expiration of restriction – The 90-day restriction on council's ability to issue a NOID would not remain on the property indefinitely and would no longer apply when the application that originally triggered the 90-day timeframe is finally disposed of under the Planning Act.

The proposed regulation also provides notification requirements related to the exceptions to the 90-day timeframe restriction.

Overall, the regulations provide required clarity to the proposed new timelines. Staff are pleased that one of the exemptions to the new regulated timelines is through mutual agreement, as many developers in Grimsby have demonstrated their willingness to work with staff and Council to work towards heritage conservation goals through the planning process.

The exemption for 'new and relevant' materials is useful to ensure that all parties have all of the information needed to make a decision. To this end, the regulations also provide a definition of 'new and relevant' to be applied in this context.

The termination period for the 90-day timelines is limited to the lifespan of the specific planning application. This will ensure that properties are not prohibited from heritage conservation indefinitely.

However, staff have several concerns in regards to these proposed regulations. First, the 90 day timeline will not provide enough time for the town to request and review a peer review of a Heritage Impact Assessment, should the town feel that review is necessary. Staff recommend that the 90 day timeline be increased, or that an additional exemption be included that provides municipalities more time to address requirements for peer review. Likewise, the substantially reduced time limit for planning decisions in Bill 108, especially in regards to decisions for zoning by-law amendments, will create challenges for staff where heritage properties are involved in a planning application.

Staff also note that these new timelines will require significant changes to internal processes in order to accommodate the regulations, which in turn will take a significant amount of staff time to coordinate between Heritage Planning staff, and Planning staff.

4. 120-day timeline to pass a designation by-law Amendments to the Ontario Heritage Act establish a new requirement for designation by-laws to be passed within 120 days of issuing a Notice of Intention to Designate (NOID). It also

allows for exceptions to be prescribed. The ministry is proposing the following categories for exceptions.

- *Mutual agreement - Where an extension of, or exemption from, the requirement to pass a by-law within 120 days of issuing a NOID is mutually agreed to by the municipality and the property owner.*
- *Administrative restrictions – Where municipal council is limited in its ability to reasonably fulfill the statutory requirements for passing a designation bylaw within the original 120-day timeframe. This would apply in cases of a declared emergency.*
- *New and relevant information – Where new and relevant information that could have an impact on the potential cultural heritage value or interest of the property is revealed and needs further investigation.*
- *Council would be able to extend the timeframe through a council resolution to ensure there is enough time for further information gathering and analysis to inform its decision.*
- *Council would have an additional 180 days from the date of the council resolution to pass the bylaw.*

Exceptions allowing for the extension of the 120-day timeframe for passing a by-law must occur prior to the expiry of the initial 120 days. The proposed regulation includes notification requirements related to the exceptions to the 120-day timeframe.

Similar to the exemptions for the 90-day designation notice timeline, the proposed exemptions to pass a designation by-law, especially through mutual agreement, are generally considered helpful. The practice of passing a by-law soon after the objection period has expired (or an appeal has been resolved), is already undertaken in Grimsby for most designations. However, staff would note that implementing these regulations will require staff time to accomplish.

5. 60-day timeline to confirm complete applications, alteration or demolition and contents of complete applications

Amendments to the Ontario Heritage Act establish a new timeline of 60 days for the municipality to respond to a property owner about the completeness of their application for alteration of, or demolition or removal affecting, a designate heritage property. It also provides a regulatory authority for the Province to set out minimum requirements for complete applications. The purpose of these provincial minimum standards is to ensure transparency so that property owners are aware of what information is required when making an application. The

details of what is proposed in regulation reflect current municipal best practices. The proposed regulation also enables municipalities to build on the provincial minimum requirements for complete applications as a way of providing additional flexibility to address specific municipal contexts and practices. Where municipalities choose to add additional requirements, the proposed regulation requires them to use one of the following official instruments: municipal by-law, council resolution or official plan policy. The proposed regulation establishes that the 60-day timeline for determining if the application is complete and has commenced starts when an application is served on the municipality. It further proposes that applications may now be served through a municipality's electronic system, in addition to email, mail or in person.

The introduction of a timeline to confirm a complete application for heritage issues is new, but is not unwelcome as it will provide clarity for the property owner and the town. The list of submission requirement set out in the regulations is similar to the requirements that the town already requires; however, a more thorough review of any proposed materials should be undertaken and a report brought forward to Council to confirm Grimsby's list of required submissions and be adopted by municipal by-law as required by the regulation. The ability for the town to set its own additional requirements (through due process) is important to ensure that the town's heritage conservation goals are met.

However, staff note that the requirements for a complete application are only applied to subsections 33 (2) and 34 (2) of the *Ontario Heritage Act*, meaning that there are no requirements for a complete application for properties designated under Part V as part of heritage conservation districts. Staff recommend that the requirements for complete application also be applied to district properties.

6. Prescribed steps following council's consent to a demolition or removal under s. 34.3

Amendments to the Ontario Heritage Act provide that municipal council consent is required for the demolition or removal of any heritage attributes, in addition to the demolition or removal of a building or structure. This is because removal or demolition of a heritage attribute that is not a building or structure, such as a landscape element that has cultural heritage value, could also impact the cultural heritage value or interest of a property.

Prior to the amendments, where council approved a demolition or removal under s. 34, the Act required council to repeal the designation by-law. However, in cases where only certain heritage attributes have been removed or demolished, or where the demolition or removal was of a structure or building that did not have cultural heritage value or interest, the property might still retain cultural

heritage value or interest. In these cases, repeal of the by-law would not be appropriate.

The proposed regulation provides municipalities with improved flexibility by requiring council to first determine the impact, if any, of the demolition or removal on the cultural heritage value or interest of the property and the corresponding description of heritage attributes. Based on the determination council makes, it is required to take the appropriate administrative action, which ranges from issuing a notice that no changes to the by-law are required, to amending the by-law as appropriate, to repealing the by-law. Council's determination and the required administrative actions that follow are not appealable to LPAT.

The proposed regulation provides that, where council has agreed to the removal of a building or structure from a designated property to be relocated to a new property, council may follow an abbreviated process for designating the receiving property. The proposed regulation provides a series of administrative steps to support the designation by-law. Council's determination that the new property has cultural heritage value or interest and the subsequent designation by-law made under this proposed regulation would not be appealable to LPAT.

The requirement to issue notice for demolition of any heritage attributes of a property was a concern, however, the clarification that a repealing by-law may not be required for every demolition is helpful. Following the demolition or removal, if the cultural heritage value or interest and heritage attributes do not need amending, the only notice requirement is to the Ontario Heritage Trust, who are already required to receive notice of all decisions regarding alterations, demolitions, removals and relocations.

However, staff would note that the wording of the regulation is slightly confusing: "After the demolition or removal of a building, structure or heritage attribute on the property is complete, the council of the municipality shall, in consultation with the municipal heritage committee established under section 28 of the Act, if one has been established, make one of the following determinations.." Staff are unclear on if this means that removal of any building, even one that is not a heritage attribute (i.e. a modern garden shed), requires Council approval.

7. Information to be provided to LPAT upon an appeal with the exception of decisions made under section 34.3 as described above, all final municipal decisions related to designation, amendment and repeal, as well as alteration of a heritage property under the Act will now be appealable to LPAT, in addition to decisions related to demolition and Heritage Conservation Districts, which were already appealable to LPAT. The decisions of LPAT are binding. Preliminary objections to designation matters will now be made to the municipality, before the final decision is made. Prior to the amendments, appeals of designation-related notices or appeals of alteration decisions were made to the Conservation Review Board, whose decisions were not binding.

A regulatory authority was added to ensure that appropriate information and materials related to designations, alteration and demolition decisions are forwarded to the LPAT to inform appeals. The proposed regulation outlines which materials and information must be forwarded for every LPAT appeal process in the Act by the clerk within 15 calendar days of the municipality's decision.

The two-tier process of objection to the municipality, followed by appeal to the LPAT, is a noted concern as this new process will create delays for property owners, staff, the Grimsby Heritage Advisory Committee and Council. The updated regulation does not change this; it provides a list of the materials and information required for LPAT appeals.

8. Housekeeping amendments

Amendments to the Act included regulatory authority to address a few housekeeping matters through regulation. Previously, where a municipality proposed to make substantial amendments to an existing designation by-law it stated that the designation process in section 29 applied with necessary modifications. The proposed regulation clearly sets out the modified process, including revised language that is more appropriate for an amending by-law. The proposed regulation also makes it clear that there is no 90-day restriction on issuing a notice of proposed amendment to a by-law and provides that council has 365 days from issuing the notice of proposed amendment to pass the final amending by-law and that this timeframe can only be extended through mutual agreement.

The proposed regulation also outlines restrictions on a property owner's ability to reapply for repeal of a designation by-law where the application was unsuccessful, unless council consents otherwise. The one-year restriction on an owner's reapplication maintains what had been included in the Act prior to the amendments.

The ability to amend a heritage designation by-law is improved through the regulations that provide clarity to the stated process. Staff support this regulation as it will make it easier to update old designation by-laws as required, as well as make amendments to by-laws that require updating to remove listed heritage attributes as per the new regulation.

9. Transition

Section 71 of the Ontario Heritage Act establishes a regulation-making authority for transitional matters to facilitate the implementation of the amendments, including to deal with any problems or issues arising as a result of amendments. The proposed transition rules provide clarity on matters that are already in progress at the time the amendments come into force.

General Transition Rule

All processes that commenced on a date prior to proclamation would follow the process and requirements set out in the Act as it read the day before proclamation. The proposed regulation sets out the specific triggers for determining if a process had commenced.

Exceptions

Outstanding notices of intention to designate. Where council has published a notice of intention to designate but has not yet withdrawn the notice or passed the by-law at the time of proclamation, the municipality will have 365 days from proclamation to pass the by-law, otherwise the notice will be deemed withdrawn. Where a notice of intention to designate has been referred to the Conservation Review Board, the 365 days would be paused until the Board either issues its report or until the objection has been withdrawn, whichever occurs earlier.

90-Day restriction on issuing a NOID

The 90-day restriction on council's ability to issue a NOID would only apply where all notices of complete application have been issued by the municipality in relation to a prescribed Planning Act application, on or after proclamation.

Prescribed steps following council's consent to demolition or removal (s.34.3)

The ministry is proposing that the prescribed steps would apply following consent to an application by the municipality or by order of the Tribunal, where at the time of proclamation council had not already repealed the by-law under s. 34.3.

Staff would note that the transitions proposed will place increased demand on staff time and resources in order to prepare for the January 1, 2021 implementation deadline. As this has not been accounted or planned for, staff would recommend that the proclamation deadline be pushed to July 1, 2021 to allow municipalities more time to prepare, especially in consideration of the COVID-19 pandemic, which has already created additional stress on staff resources.

Regulatory Impact Assessment

The objective of the proposed regulation is to improve provincial direction on how to use the Ontario Heritage Act, provide clearer rules and tools for decision making, and support consistency in the appeals process. Direct compliance costs and administrative burdens associated with the proposed regulations are unknown at this time. New rules and tools set out in the proposed regulations are expected to result in faster development approvals.

There are anticipated social and environmental benefits as the proposed regulation seeks to achieve greater consistency to protecting and managing heritage property across the province.

Overall, staff support many of the proposed regulation changes, as they provide greater clarity for the new processes created through Bill 108. Some of the concerns identified

by the town in their comments on Bill 108 remain, such as all appeals being moved to the Local Planning Appeal Tribunal (LPAT) from the Conservation Review Board (CRB).

The proposed regulations appear to be consistent with the objectives of Provincial policy and the OHA to conserve significant cultural heritage resources. However, many of the town's existing processes will need to be adjusted to conform to the proposed regulation changes. Staff would recommend to the Province that more time be provided to municipalities to accommodate the new regulations, especially given that the COVID-19 pandemic is in the second wave and also because the revised Ontario Heritage Took Kit has not been provided for draft comment and review. Additionally, staff resources will need to be evaluated in light of the current volume of heritage alteration applications to ensure the delivery of heritage reports and notices occur within the specified timelines. The substantially reduced time limit for planning decisions in Bill 108, especially in regards to decisions for zoning by-law amendments, will create challenges for staff where heritage properties are involved in a planning application.

The Province has noted that the direct compliance costs and administrative burdens are unknown at this time. Staff would suggest that the cost and burden on already stressed municipalities operating in an ongoing pandemic would be significant.

Strategic Priorities

This report addresses the corporate strategic goal to: Protect, preserve and enhancing Grimsby's distinct heritage and culture

Financial Impact

There are no direct financial implications arising from the recommendations in this report. However, the proposed regulation changes will have undetermined financial impacts for the town.

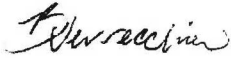
Public Input

Members of the public may provide comments on Bill 108's proposed changes through the related postings on the Environmental Registry of Ontario (ERO) website.

Conclusion

As the impetus for the new proposed regulations is Bill 108, *The More Homes, More Choices Act*, staff remain concerned that the Province's stated objective to increase housing supply should not come at the expense of the Town of Grimsby's irreplaceable cultural heritage resources, as the purpose of the *Ontario Heritage Act* being to protect and conserve heritage properties.

Prepared by,



Name: Bianca Verrecchia
Title: Assistant Heritage Planner

Submitted by,



Name: Antonietta Minichillo
Title: Director of Planning, Building & Bylaw



NOTICE OF COMPLETE APPLICATION
FILE: Zoning By-law Amendment ZBA-20-2020
UNDER THE PLANNING ACT

November 09, 2020

The Town of Lakeshore has received a zoning by-law amendment application by Manning Developments Inc (**File No: ZBA-20-2020**) for subject lands located at 1654 Manning Road (County Road 19) (MAIDSTONE CON WPC PT LOTS 2AND 3 RP 12R27279 PT PART 1), which has the effect of the following:

Proposal:

- To rezone the lands identified as the “Subject Property” in the key map below, and amend the current “MU, Mixed Use Zone”, to permit a new 8 storey apartment building and 10 townhouses, whereby the current MU, Mixed Use Zone permits a maximum 10.5m (3 storeys).
(See key map and proposed site plan below)

The municipality will be processing the application in accordance with the Planning Act. Town Council may not make a decision for approval of an application until a Public Meeting has been held in accordance with the Planning Act. **Notice of a Public Meeting to receive comments on the application will be provided in the future in accordance with the Planning Act and the Town’s Official Plan.**



Access to the “Comprehensive Zoning By-law” can be viewed on the municipality’s website at www.lakeshore.ca. Click “Business and Development” and select “Zoning”.

ALL PERSONS RECEIVING NOTICE of this **Notice of Complete Application** will also receive a Notice of Public Meeting and a Notice of Passing of a By-law including appeal procedures. Any other person who wishes to receive a Notice of Public Meeting and a Notice of Passing in respect of the proposed zoning by-law amendment must make a written request to the **Municipal Clerk, Town of Lakeshore, 419 Notre Dame Street, Belle River ON, N0R 1A0.**

IF A PERSON OR PUBLIC BODY does not make oral submissions at a public meeting or make written submissions to the Municipal Clerk of the Town of Lakeshore before the by-law is passed, the person or public body is not entitled to appeal the decision of Council to the Local Planning Appeal Tribunal (LPAT).

ADDITIONAL INFORMATION relating to this matter is available for review at the Municipal Office (Town of Lakeshore), Development Service Department, Planning Division, during regular office hours (8:30 a.m. to 4:30 p.m.) by appointment and in accordance with the Town’s Covid-19 Screening Protocols.

If you would like to forward your views on this application, please do so in writing to Aaron Hair, Planner III at 419 Notre Dame Street, Belle River Ontario N0R 1A0, or by email (please include your mailing address) at ahair@lakeshore.ca. Written submissions will become part of the public record.

DATED AT THE TOWN OF LAKESHORE THIS 09th DAY OF NOVEMBER 2020.

Information or questions may be directed to:

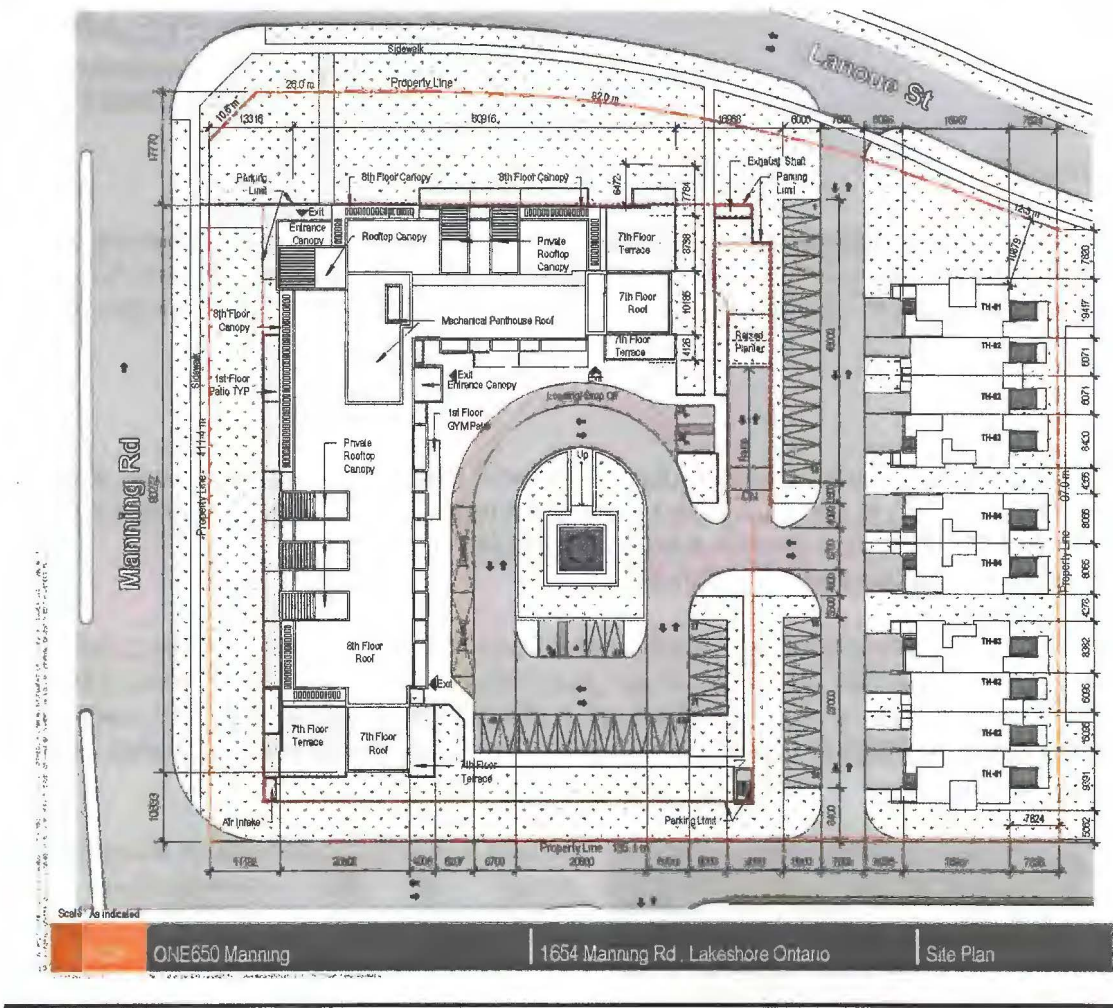
Aaron Hair, MCIP, RPP
Planner III
Town of Lakeshore
419 Notre Dame Street
Belle River ON, N0R 1A0
PHONE: 519-728-1975 x 256
EMAIL: ahair@lakeshore.ca

RECEIVED

NOV 18 2020

Town of Tecumseh

Proposed Site Plan



Police Services Board for the Town of Tecumseh

Minutes

Date: Thursday, November 12, 2020
Time: 4:30 pm
Location: Electronic meeting live streamed at:
<https://video.isilive.ca/tecumseh/live.html>.

Present:

Mayor, Gary McNamara
Deputy Mayor, Joe Bachetti
Member, Marc Gomes
Chair, Christopher Hales
Vice-Chair, Paul Sweet

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

Others:

Director Financial Services & CFO, Tom Kitsos

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 - 38/20

Moved by Mayor Gary McNamara
Seconded by Member Marc Gomes

That the Agenda for the Special Police Services Board Meeting, dated Thursday, November 12, 2020, as duplicated and delivered to the members thereof, **be accepted.**

Carried

E. Approval of the Previous Minutes

There were no minutes presented to the Board.

F. Delegations

There were no delegations presented to the Board.

G. OPP Monthly Report

There was no OPP monthly report presented to the Board.

H. Reports**1. 2021 Police and Police Services Board Budget**

CAO Margaret Misek-Evans summarized the Town budget schedule and the highlights of the proposed 2021 Police and Police Services Board budget as outlined in her briefing note dated November 10, 2020.

With respect to the 66% reduction in the amount budgeted for the board's Professional Development, Member Marc Gomes asked how board members would be able to participate in the Ontario Association for Police Services Boards (OAPSB) annual conference should the COVID-19 pandemic subside and a regular (non-virtual) event take place. CAO Marg Misek-Evans responded that cuts were made in this account across all Town departments as, with widespread distribution of an effective vaccine months away, it is not anticipated that a return to 'normal' gatherings will take place in 2021. She suggested that the board advise the OAPSB of this budget reduction and advocate for a virtual conference option even if the in-person event goes forward.

Deputy Mayor Joe Bachetti noted that the proposed budget does not include provision for an enhancement in the form of dedicated traffic officers and asked about the possibility of including this. Marg noted that, in previous board discussion, this was identified as a decision driven by Town Council. Further, Administration has been working closely with the Essex County OPP Staff Sergeant and team to respond to traffic complaints in a timely manner.

Deputy Mayor Bachetti reiterated that there are speeding and traffic-related concerns and suggested that photo radar on a regional basis could be explored. The Mayor noted that the Association of Municipalities of Ontario (AMO), through Local Authority Services (LAS), is looking into the potential development of a municipal leasing program of photo radar equipment, which is very costly. Inspector Miller added that traffic enforcement remains one of the Essex County OPP's highest priorities, based on data analysis and realistic expectations of the community. Charges are laid when the evidence exists.

A more fulsome discussion of this issue was suggested for the next regular meeting of the board, on December 10, 2020. In closing, Mayor

McNamara observed that it is difficult for him, and other Ontario mayors, to reconcile the possibility of paying for additional contract enhancements when the current integrated billing model results in additional reconciled costs at year end. The Mayors continue to await the results of a provincial audit that will address this matter.

Motion: PSB - 39/20

Moved by Vice-Chair Paul Sweet

Seconded by Deputy Mayor Joe Bachetti

That the proposed 2021 budget for Policing of \$3,416,874, reflecting a 1.12% increase, and for the Police Services Board of \$34,856, reflecting an 18.50% decrease, **be approved** by the Tecumseh Police Services Board, and **be recommended** for consideration and approval by Town Council.

Carried

I. Communications - Action Required

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

J. Communications - For Information Purposes

There were no Communications - For Information Purposes presented to the Board.

K. Old Business

1. Disposition of Unclaimed Funds from OPP Detachment

Motion: PSB - 40/20

Moved by Mayor Gary McNamara

Seconded by Member Marc Gomes

That the unclaimed funds from the Tecumseh OPP Detachment in the amount of \$1,098 **be disbursed** in equal amounts to the Essex County OPP Cop Camp and the Essex County OPP's Values, Influences and Peers (VIP) school program in Tecumseh;

And that, should Cop Camp be cancelled in 2021 due to the COVID-10 pandemic, that the full amount of the unclaimed funds **be directed** to the OPP's VIP school program in Tecumseh.

Carried

L. New Business

M. Next Meeting

Thursday, December 10, 2020 at 4:30 pm.

N. Adjournment

Prior to adjourning, Mayor McNamara requested that congratulations be extended to Essex County OPP canine "Maximus" and his handler (Constable Milan Matovski) on the occasion of Maximus' 100th apprehension, which took place in October.

Motion: PSB - 41/20

Moved by Vice-Chair Paul Sweet

Seconded by Mayor Gary McNamara

That there being no further business, the Thursday, November 12, 2020 meeting of the Police Services Board **be adjourned** at 5:13 pm.

Carried

Christopher Hales, Chair

Margaret Misek-Evans, Secretary



The Corporation of the Town of Tecumseh

Chief Administrative Officer

To: Mayor and Members of Council

From: Margaret Misek-Evans, Chief Administrative Officer

Date to Council: November 24, 2020

Report Number: CAO-2020-09

Subject: Investing in Canada Infrastructure Program – COVID-19 Resilience Stream

Recommendations

It is recommended:

That Chief Administrative Officer Report No. CAO-2020-09, “Investing in Canada Infrastructure Program – COVID-19 Resilience Stream”, **be received**;

And that Administration **be authorized** to make two project submissions to the COVID-19 Resilience Stream, generally as outlined in Report No. CAO-2020-09, for a total value of \$342,607 in eligible project costs;

And further that the Mayor and Clerk **be authorized to execute** the project level transfer payment agreement(s) with the Provincial government upon successful project award.

Executive Summary

The Province recently announced the COVID-19 Resilience Infrastructure Stream of the Investing in Canada Infrastructure Program (ICIP) in Ontario, based on a federal share of 80 percent and a provincial share of 20 percent. \$250M of this funding stream has been allocated to municipalities; municipalities have been assigned an allocation and must submit project applications to access their allocation. Tecumseh’s allocation is \$342,607.00 and the Town is eligible to apply for two projects. There are four categories for municipal projects:

- Retrofits, Repairs and Upgrades for municipal buildings

- COVID-19 Response Infrastructure, including building or modifying infrastructure to support physical distancing, safety retrofits and expansions
- Active Transportation Infrastructure, including parks and trails, foot bridges, bike lanes and multi-use paths and
- Disaster Mitigation and Adaptation, including natural infrastructure, flood and fire mitigation, tree planting and related infrastructure.

Applications for both of our projects are due no later than January 7, 2021. The Town's projects must be started by September 30, 2021 and completed by December 31, 2021.

Administration is proposing the following projects:

- Disaster Mitigation and Adaptation for flood adaptation equipment in the form of a High Water Rescue Vehicle that has capacity to ford flood waters in excess of one metre; and
- COVID-19 Response Infrastructure for elements of Town Hall to assist with COVID-19 resilience.

Applications will be adjudicated at both the Provincial and Federal levels of government. A Council resolution is sought in support of submitting the applications and authorizing the execution of a project level transfer payment agreement with the Provincial government, should our applications be successful.

Background

On October 28, 2020, the Province announced the COVID-19 Resilience Infrastructure Stream of ICIP in Ontario. The COVID-19 Resilience Stream has been committed to three main purposes: \$700M for education related projects, \$250M to municipalities for critical local infrastructure needs and up to \$100M for long-term care projects. The ICIP is a joint federal-provincial funding initiative; the federal share is 80 percent and the provincial share is 20 percent. Municipalities are not required to top up and are encouraged to use their full allocation. Any ineligible costs or project cost over-runs are the responsibility of the municipality.

The \$250M in combined federal-provincial funding for municipalities has been allocated to each municipality; each municipality received a minimum allocation of \$100,000, with some municipalities receiving additional funding determined through indicators such as core infrastructure value, total weighted assessment and median household income.

Tecumseh's allocation is \$342,607.00. The Town is eligible to apply for two projects, the combined eligible costs of which cannot exceed the total allocation. The application guideline, frequently asked questions and application were made available on November 16, 2020. The application deadline for the Town is January 7, 2021.

Projects cannot be started until funding approval is secured; the adjudication process is two-tiered, with the Province accepting the applications and referring those that meet program

criteria to the Federal government for final approval. Projects must commence no later than September 30, 2021 and be completed by December 31, 2021 (or a year later for remote communities).

Projects can be selected from four categories:

- Retrofits, Repairs and Upgrades for municipal buildings
- COVID-19 Response Infrastructure, including building or modifying infrastructure to support physical distancing, safety retrofits and expansions
- Active Transportation Infrastructure, including parks and trails, foot bridges, bike lanes and multi-use paths and
- Disaster Mitigation and Adaptation, including natural infrastructure, flood and fire mitigation, tree planting and related infrastructure.

Applicants can bundle projects within the same category for each application. As previously noted, the Town is eligible to apply for two projects. As projects are being processed on a first-come, first-served basis, it is Administration's intent to apply as soon as possible in order to commence the projects sooner and meet program timelines.

Successful municipal applicants will be required to obtain a municipal by-law or Council resolution to execute the project level transfer payment agreement with the Provincial government. Applicants are encouraged to submit the municipal Council resolution when submitting their applications. Accordingly, a resolution of Council in support of the applications and authorizing execution of the agreement is requested in this report. If time permits, a by-law will be presented to Council when the agreement is prepared.

Comments

Based on the information above and a review of the program application guidelines and frequently asked questions, Administration proposes submitting two project applications, one each for the following categories:

- Disaster Mitigation and Adaptation for flood adaptation equipment
- COVID-19 Response Infrastructure for elements of Town Hall to assist with COVID-19 resilience.

High Water Rescue Vehicle:

One of our projects is to acquire a High Water Rescue vehicle. As Council is aware, a portion of the Town has the potential to experience flooding to depths that exceed the capabilities of local emergency services, including Tecumseh Fire Services. Although assistance is available at the Provincial and Federal levels, a significant delay in the response time for that assistance exists. Purchase of a high water rescue vehicle capable of driving through the deepest anticipated flooding depth in the Town would allow Fire Services to provide immediate

evacuation and emergency assistance to residents within flooded areas. This gap in Fire Services' capabilities was identified through development of the Tecumseh Flood Emergency Response Plan and flood preparedness operational plans by Administration.

A thorough search of manufacturers of high water rescue vehicles has revealed the most appropriate vehicle as one supplied by the Acela Truck Company in Belgrade, Montana. That vehicle has a fording depth of 50 inches (1.27 m) which is greater than the maximum anticipated depth of flood waters in the flood prone areas of Town, as determined by the recently completed LIDAR mapping. The truck would be equipped with a powered lift gate, seating for 17 persons, tie down locations for wheelchairs and all emergency lighting typical of an emergency vehicle. Acela uses vehicles that are former United States Army vehicles, completely refurbished and upgraded to include those features noted above. Once an order is placed with this company, the delivery of the finished vehicle is expected to be within 6 months.

The second application will consist of a bundle of projects primarily for Town Hall involving HVAC retrofits and installations to upgrade indoor air quality and circulation, new physical barriers for distancing, new video wayfinding screens and meeting room display screens, new Town-wide web-based appointment booking software and GPS automatic vehicle location technology for more Town vehicles.

HVAC Retrofits:

According to the World Health Organization, ventilation is an important factor in preventing the virus that causes COVID-19 from spreading indoors and recommends considering mechanical systems that:

- increase the percentage of outdoor air, using economizer modes of HVAC operations
- increase total airflow supply to occupied spaces
- improve air filtration to as high as possible without significantly diminishing design airflow
- can run the HVAC system at maximum outside airflow for 2 hours before and after spaces are occupied.

Administration has researched replacement Roof Top Units (RTUs) for Town Hall. All 10 units on Town Hall are at least 15 years old and were planned to be replaced over three years starting in 2020. Unit replacement in 2020 was deferred due to the Town Hall renovation project. All existing units are 65% energy efficient and are also not capable of filtration beyond the MERV 8 filters. It was planned in the Facilities Capital Budget to replace the units with 85 – 90% efficient units. With COVID-19, better filtration is recommended but cannot be achieved with existing units. This funding program will assist the Town with replacement of the first three RTUs in 2021.

The recommended RTUs are high efficiency units that will enhance the ventilation system of the building to allow for better air movement in and out of the building. The units allow for higher rated MERV 13 air filters, which allow for the capture of smaller size particulars in the air without diminishing the efficiency of the system. Additionally, an ultraviolet (UV) protection

package is being considered, provided it is proven to be useful in intercepting virus aerosols, including COVID-19.

The RTUs will be incorporated into the recently installed Building Management System and that will allow the Manager of Facilities to schedule the units to change the air throughout the system on a daily basis thus allowing for a total air exchange prior to occupants arriving to the building each day. Incorporating fresh air into the building provides health benefits to the occupants while also providing a more economical functioning of the system.

Administration is also researching portable air filtration units for Town Hall to assist with immediate air filtration improvements in areas that may not benefit from the new RTUs. Portable units with capacity to filter areas of 1,500 to 1,800 square feet are available and would work well to augment the RTUs in the short-term.

Barriers & Technology to Promote Physical Distancing:

As part of the Town Hall renovation, the Customer Service Representative stations in the new Lobby area are intended to be fitted with glass barriers to protect staff and the visiting public. These glass barriers have been proven effective in intercepting respiratory droplets that can carry a virus and reinforces physical distancing.

Under Category 2, projects can also include technology that will enhance no or low touch means of providing service, reducing person-to-person interactions through physical distancing. A bundle of technology projects is proposed for Town Hall, including:

- Electronic wayfinding screens to be installed in the main lobby and Council lobby and would be used to direct visitors to the appropriate customer service counters or meeting rooms. This signage will also provide messaging related to visitor protocols.
- Room display systems for each meeting room to assist with coordination and scheduling of room use and communicating capacity limits, all of which promotes physical distancing.
- A web-based appointment booking system for visitors to facilitate on-line booking of meetings and appointments that will reduce simultaneous visitors at town hall and improve customer service with staff being made available at specified, pre-arranged times.
- Enabling more Town vehicles to be equipped with automatic vehicle location (AVL) technology to maximize fleet efficiencies in light of reduction of number of field staff permitted in a vehicle at the same time. This fleet coordination will allow for better physical distancing.

The combined Category 2 bundle of projects will use the remaining funds allocated to Tecumseh under the COVID-19 Resilience Stream.

Consultations

Fire & Emergency Services
Parks & Recreation Services
Information & Communication Services
Corporate Services & Clerk
Financial Services

Financial Implications

As the eligible costs of these projects are fully funded by the Federal and Provincial governments, there is no requirement for top-up funding by the Town. Note that taxes are not eligible costs, so the Town will be responsible for the non-rebateable portion of the HST.

Quotes for high water rescue vehicles from two suppliers were obtained for the purpose of establishing a budget for this vehicle for the Town's application to the COVID-19 Resilience Stream. The estimated cost of the truck based on the lowest quote, received from the Acela Truck Company, is \$210,000 (Excluding HST) converted from US funds at 31% and includes Customs and Transport Canada inspection fees. Actual costs would depend on the currency exchange rate at the time of purchase. To date, Administration has not found a Canadian supplier of such a vehicle.

Acquisition of a high water rescue vehicle, if approved, would be completed by seeking multiple quotes, following the Town's Purchasing Policy. Funds for this vehicle have not been included in the Operating or Capital budgets for Fire Services.

The projects in Category 2 will result in savings to the Town Hall Renovation budget and to the 5-Year Capital Plan for Facilities. The recommended replacement of Town Hall RTUs are included in the five (5) year capital plan "high rated efficiency to reduce gas and electrical use; changing from 65% efficient to 85-90% efficiency". In the capital plan, these units were estimated at \$10,000 each for a \$30,000 allocation in 2020. As previously indicated, the 2020 installation was delayed due to Town Hall Renovations and therefore this funding remains in reserve. The estimated (installed) cost of the new 85-90% efficiency RTUs with the UV package is \$23,035 each for a total cost of \$69,105 (excluding HST). Additional portable air filtration units of a size sufficient for Town Hall use is approximately \$5,250; it is estimated that two of these units will be needed for a total cost of \$10,500 (excluding HST).

The estimated cost for the barriers in the Lobby of Town Hall is \$20,000 and the estimated cost for the technology components is \$33,000 (excluding HST).

The following table summarizes the financial estimates for these projects.

Project	Estimated Amount (Excl HST)	Category of COVID-19 Resilience Stream
High Water Rescue Vehicle	\$210,000	Category 4 – Disaster Mitigation & Adaptation – Flooding or Category 2 – Emergency Vehicle
Town Hall HVAC – replacement of RTUs (3)	\$69,105	Category 2 – Safety retrofits to public sector buildings
Town Hall – Portable air filtration units (2)	\$10,500	Category 2 – Safety retrofits to public sector buildings
Town Hall – glass barriers in Lobby for Customer Service Representatives' interface with Public	\$20,000	Category 2 - Safety retrofits to public sector buildings
Town Hall – Wayfinding screens & meeting room display	\$20,000	Category 2 – Video screens and PA systems for announcements
Town Offices – On-line Appointment Booking	\$10,000	Category 2 – Security enhancements and physical distancing
Town Fleet – GPS AVL System	\$3,000	Category 2 – Automatic Vehicle Location Technology
Total	\$342,605	

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 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:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Reviewed by:

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

Reviewed by:

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

Reviewed by:

Shaun Fuerth, BCS
Director Information & Communication Services

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Financial Services

To: Mayor and Members of Council

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

Date to Council: November 24, 2020

Report Number: FS-2020-18

Subject: Administrative Fees and Charges 2021

Recommendations

It is recommended:

That By-law #2020-75 being a by-law prescribing a tariff of administrative fees and charges for 2021 **be approved**.

Background

Council has annually approved a by-law of Administrative Fees and Charges to be charged by departments for various municipal goods, programs and services.

As part of the 2006 budget process Council approved annually increasing fees and charges reflective of the previous year's Consumer Price Index (CPI) increase.

Comments

As per Council's direction, fees and charges are raised annually to reflect the increase in CPI over the course of the year. The CPI increase for September 2020 over September 2019 is 0.6% (2019 over 2018 was 1.9%) based on the Ontario All Items Index. With such a low inflation rate, Administration generally kept fees and charges at 2020 rates.

Administration did review circumstances where an increase or other adjustment not equal to CPI might be considered including where:

- Fees have not changed for a number of years
- The current fee does not cover all municipal costs
- A new fee for service would be appropriate, and

- Fees are not competitive with other service providers

Fees covered by specific legislation, i.e. water, wastewater and building permit fees, are dealt with separately.

A complete list of rates comparing 2021 proposed and 2020 actual rates is attached as schedules “A” to “H” of by-law 2020-75.

Specific changes to the Fees and Charges Schedules are highlighted below, including:

- A. Rate changes not equal to the general CPI rate increase, as a result of one of the following:
 - Pricing methodology, i.e. round-dollar increments either before or after applicable taxes to facilitate marketing or cash handling respectively
 - Actual service/product costs
 - Matching competitor rates
 - Rates had not changed for several years

B. New Fees and Charges

Schedule A: General Administration

- A. Rate changes not equal to the general CPI rate increase

Flags (Town and Canada) – Adjusted to reflect current cost.

Schedule B: Fire Department

- A. Rate changes not equal to the general CPI rate increase

Fire assistance for private standby – Adjusted to match current MTO rate.

Confined space rental (C) – Adjusted to match current MTO rate.

At fault false alarm – Adjusted to match current MTO rate.

Schedule C: Police Services

- A. Rate changes not equal to the general CPI rate increase

Technical Traffic Collision Report and Reconstruction Report – Adjusted to reflect increase to OPP Fee Schedule.

Schedule D: Planning Department

A. Rate changes not equal to the general CPI rate increase

No change to fees from 2020.

Schedule E: Public Works

A. Rate changes not equal to the general CPI rate increase

No change to fees from 2020.

Schedule F: Parks and Recreation

A. Rate changes not equal to the general CPI rate increase

Sports Fields and Ice rentals were increased by \$1 per hour.

Court keys were increased by 2% to reflect materials cost increases.

Security Deposit for alcohol rentals was increased to \$500 or 50% of rental, whichever is less, from \$100.

B. New Fees and Charges

Some new fees were added to existing rentals to allow for greater rental flexibility, including Park Pavilion Hourly rental, Room Rentals (Arena) Kitchen hourly and Kitchen flat rate.

In the Parks Commemorative Program, an additional offering of Tree Planting donation with Plaque has been added.

Two new marketing and advertising options have been added to include rink board rentals for weekly contracts and a fee has been added for rink board ad installation.

Schedule G: Water Department

A. Rate changes not equal to the general CPI rate increase

Boil Water Advisory was increased to reflect actual costs incurred per event.

Water Meter fees reflect the forecasted price increase provided by suppliers.

Service calls were given a flat rate instead of a being 'at cost'.

Inspection of private development watermain equal to or greater than 100mm – increase to cover the costs for sample testing and equipment required to complete commissioning testing. An additional fee for weekend sample testing due to laboratory surcharge for weekend testing.

Service abandonments were drastically reduced with the introduction of an indemnity.

B. New Fees and Charges

Unauthorized Fee was further defined to include an illegal hookup, unauthorized hydrant use and alteration to water service and/or watermain. The proposed 2021 fees were increased to deter unauthorized use due to the real threat to the quality of the potable drinking water system.

Flow testing public hydrants to reflect actual costs.

Cost recovery for inspection of watermain connections, performing the connection on behalf of a landowner/proponent, and repair of a water service. Indemnities are also recommended to ensure proper restoration of the right-of-way.

Schedule H: Tecumseh Transit

A. Rate changes not equal to the general CPI rate increase

No change to fees from 2020.

Consultations

All Departments

Financial Implications

The net revenue impact from the recommended changes in Administrative Fees and Charges will be included in the 2021 proposed budget.

Link to Strategic Priorities

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

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	Schedule A: General Administration
2	Schedule B: Fire Department
3	Schedule C: Police Services
4	Schedule D: Planning Department
5	Schedule E: Public Works
6	Schedule F: Parks and Recreation
7	Schedule G: Water Department
8	Schedule H: Tecumseh Transit

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting	\$ 40.00	\$ 40.00	Y
Photocopies (per page)	-	-	-
a) 11inch X 17 inch	\$ 0.66	\$ 0.66	Y
b) 11inch X 17 inch (Colour)	\$ 2.65	\$ 2.65	Y
c) 8-1/2 inch x 11 inch	\$ 0.18	\$ 0.18	Y
d) 8-1/2 inch x 11 inch (Colour)	\$ 1.33	\$ 1.33	Y
e) 8-1/2 inch x 14 inch	\$ 0.62	\$ 0.62	Y
f) 8-1/2 inch x 14 inch (Colour)	\$ 1.77	\$ 1.77	Y
g) Bound publications	\$ 8.85	\$ 8.85	Y
Maps, plans on plotter - per square foot	\$ 3.54	\$ 3.54	Y
Maps, plans on plotter - per square foot (Colour)	\$ 6.20	\$ 6.20	Y
Large Format Scanning - per square foot	\$ 4.20	\$ 4.20	Y
Geo-referenced data (reference Policy #43)	-	-	-
a) Each Segment (layer)	20% of cost	20% of cost	Y
b) Per parcel/entity	\$ 0.20	\$ 0.20	Y
c) Data production service fee	\$ 55.39	\$ 55.39	Y
Digital data on CD/DVD	\$ 55.39	\$ 55.39	Y
Compliance Reports	-	-	-
a) Building	\$ 77.00	\$ 77.00	N
b) Fire	\$ 67.25	\$ 67.25	N
c) Public Works	\$ 67.00	\$ 67.00	N
d) Tax Certificates	\$ 72.00	\$ 72.00	N
Municipal Paraphernalia	-	-	-
a) Town pins - each	\$ 0.44	\$ 0.44	Y
b) Town golf shirts - each	\$ 22.79	\$ 22.79	Y
c) Baseball Caps	\$ 9.29	\$ 9.29	Y
d) Town of Tecumseh flags	\$ 35.28	\$ 33.76	Y
e) Canadian flags	\$ 32.10	\$ 34.20	Y
f) Ontario flags	\$ 53.54	\$ 53.54	Y
Return Cheque	\$ 29.00	\$ 29.00	N
Burial permit	\$ 15.00	\$ 15.00	N
Marriage License	\$ 130.00	\$ 130.00	N
Marriage Solemnization - Weekends & Holidays	\$ 350.00	\$ 350.00	Y
Marriage Solemnization - Weekdays	\$ 250.00	\$ 250.00	Y
Marriage Rehearsal	\$ 50.00	\$ 50.00	Y
Reprint Tax Bills	\$ 10.00	\$ 10.00	N
Tax Registration administration fee (plus costs)	\$ 255.00	\$ 255.00	N
Refund or Misdirected Payment Fee	\$ 20.00	\$ 20.00	N
By-Law Enforcement Administration Fee	-	-	-
Corrective work performed under any Town of Tecumseh By-law	\$ 125.00	\$ 125.00	N

By-Law 2020-75 Schedule B - Fire Department

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Property Inspection by request; Determination of occupancy; New construction (Ontario Building Code); Licensing (Liquor Licensing Board of Ontario); Change in property use (per inspection)	-	-	Y/N
a) Sq. Ft from 0 to 2,500	\$ 70.06	\$ 70.06	Y
b) Sq. Ft from 2,501 to 5,000	\$ 102.39	\$ 102.39	Y
c) Sq. Ft. from 5,001 to 10,000	\$ 150.94	\$ 150.94	Y
d) Sq. Ft. from 10,001 to 20,000	\$ 269.56	\$ 269.56	Y
e) Sq. Ft. from 20,001 and over	\$ 404.34	\$ 404.34	Y
Fire assistance for private standby beyond normal fire protection at Commercial or industrial premises: Per hour per manned apparatus	Current MTO Rate	\$ 465.42	Y
Risk Safety Management Plan Review Level 1 Propane Facility Note 1 (per review)	\$ 231.79	\$ 231.79	Y
Risk Safety Management Plan Review Level 2 Propane Facility	\$ 1,768.21	\$ 1,768.21	Y
Engineering Peer Review of RSMP Submits	at cost	at cost	
Daycare Inspection License approval (each)	\$ 70.06	\$ 70.06	Y
Daycare Inspection License Approval follow-up (each)	\$ 26.94	\$ 26.94	Y
Fire Inspection of apartments, boarding and lodging houses made under retrofit apartments in single family dwelling (per request)	-	-	-
a) Owner's Request	\$ 269.56	\$ 269.56	Y
b) From Complaint	\$ 404.34	\$ 404.34	Y
c) Orders Issued	\$ 404.34	\$ 404.34	Y
Fire flow testing private hydrants or request for flow test information (per test)	\$ 70.06	\$ 70.06	Y
Fire Scene photographs on disc (per incident)	\$ 9.71	\$ 9.71	Y
Room Rental (per day)	\$ 145.55	\$ 145.55	Y
Training Tower Rental	-	-	-
a) Building Rental (per day)	\$ 345.01	\$ 345.01	Y
b) Staffing (Other duties rate per hour)	2 FF	2 FF	Y
Smoke House Rental	-	-	-
a) Building Rental (per day)	\$ 452.80	\$ 452.80	Y
b) Staffing (Other duties rate per hour)	2 FF	2 FF	Y
c) Materials (per day)	\$ 113.18	\$ 113.18	Y
Confined Space Rental	-	-	-
a) Building Rental (per day)	\$ 458.23	\$ 458.23	Y
b) Staffing (Other duties rate per hour)	2FF	2FF	Y
c) 1Fire Vehicle Standby with 4 Firefighters (per hour)	Current MTO Rate	\$ 465.42	Y
False Alarm	-	-	-
a) Fire Alarm Registration	\$ 25.00	\$ 25.00	N
b) At Fault False Alarm - MTO Rate	Current MTO Rate	\$ 100.00	N

****Note 1 - Legal and/or engineering/consulting fees, if required, will be added to the base fee**

By-Law 2020-75 Schedule C - Police Services

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Criminal Record, Police Record & Vulnerable Sector Check - Employment	\$ 41.00	\$ 41.00	N
Duplicate Copy of Criminal and Police Record Check	\$ 9.74	\$ 9.74	Y
Criminal Record, Police Record & Vulnerable Sector Check - Volunteer	no charge	no charge	n/a
Occurrence Confirmation Reports/Incident Reports	\$ 52.21	\$ 52.21	Y
Technical Traffic Collision Report	\$ 1,089.38	\$ 794.69	Y
Reconstructionist Report	\$ 2,054.87	\$ 1,527.43	Y

By-Law 2020-75 Schedule D - Planning Department

Administrative Fees and Charges 2021

TYPE OF FEE		2021 FEES	2020 FEES	HST
Application for Consent per severed lot See Note 1		\$ 625.00	\$ 625.00	N
Change a Conditional approval		\$ 150.00	\$ 150.00	N
Special Meeting Fee		\$ 625.00	\$ 625.00	N
Application Fee Minor Variance		\$ 625.00	\$ 625.00	N
Application Fee Official Plan Amendment	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Zoning By-law Amendment Regulation	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Zoning By-law Amendment Minor See Note 2	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,350.00	\$ 1,350.00	-
Application Fee Holding removal By-law		\$ 775.00	\$ 775.00	N
Application Fee Temporary Use By-law	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,350.00	\$ 1,350.00	-
Application Fee Renewal Temporary Use By-law		\$ 775.00	\$ 775.00	N
Application Fee Plan of Sub-division/Condominium	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Part Lot Control By-law		\$ 775.00	\$ 775.00	N
Application Fee Development Control Agreement New	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 3,500.00	\$ 3,500.00	-
	Total	\$ 5,700.00	\$ 5,700.00	-
Application Fee Development Control Agreement Amendment	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,600.00	\$ 1,600.00	-
Application Fee Site Plan Control Agreement new	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Site Plan Control Agreement Major	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,600.00	\$ 1,600.00	-
Application Fee Site Plan Control Agreement Minor See Note 3	Fee	\$ 775.00	\$ 775.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,275.00	\$ 1,275.00	-

Note 1: Where multi-lot development is proceeding by consent, one application and **\$625.00 fee** will be required per each new, individual lot proposed to be created.

Note 2: A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

Note 3: Upon the depletion of the **\$500.00** deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of **\$500.00**. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant

By-Law 2020-75 Schedule E - Pubic Works
Administrative Fees and Charges 2021

TYPE OF FEE		2021 FEES	2020 FEES	HST
Sanitary Sewer Inspections	-	-	-	-
a) within road and 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 2,000.00 \$ 2,143.00	\$ 143.00 \$ 2,000.00 \$ 2,143.00	N - -
b) beyond 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Storm Sewer Inspections	-	-	-	-
a) within road and 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 2,000.00 \$ 2,143.00	\$ 143.00 \$ 2,000.00 \$ 2,143.00	N - -
b) beyond 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Curb Cuts	Fee Indemnity Total	\$ 72.00 \$ 500.00 \$ 572.00	\$ 72.00 \$ 500.00 \$ 572.00	N - -
Road Crossings	Fee Indemnity Total	\$ 281.00 \$ 2,000.00 \$ 2,281.00	\$ 281.00 \$ 2,000.00 \$ 2,281.00	N - -
Culverts	Fee Indemnity Total	\$ 143.00 \$ 500.00 \$ 643.00	\$ 143.00 \$ 500.00 \$ 643.00	N - -
Weed cutting	-	\$ -	\$ -	-
a) minimum charge	-	\$ 345.00	\$ 345.00	Y
b) hourly rate	-	\$ 398.00	\$ 398.00	Y
Construct a paved driveway entrance	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Construct an unpaved driveway entrance	Fee Indemnity Total	\$ 143.00 \$ 500.00 \$ 643.00	\$ 143.00 \$ 500.00 \$ 643.00	N - -
Signs	-	\$ -	\$ -	-
a) Handicap, Fire Route & No Parking	-	\$ 61.00	\$ 61.00	N
b) Sign Posts	-	\$ 61.00	\$ 61.00	N
General labour charges per hour	-	\$ 76.11	\$ 76.11	Y
Drainage Tiles Inspection	-	\$ 66.00	\$ 66.00	N
Municipal Drain Apportionment Agreement	-	\$ 185.00	\$ 185.00	N

By-Law 2020-75 Schedule F- Parks and Recreation

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Park Pavilion Rental	-	-	-
a) Private Use	\$ 119.00	\$ 119.00	Y
b) Commercial Corporations	\$ 204.00	\$ 204.00	Y
c) School Use	\$ 60.00	\$ 60.00	Y
d) Lacasse Pavillion/Leisure Pool Rental Combo	\$ 60.00	\$ 60.00	Y
e) Hourly Rental (Outdoor Program Instruction)	\$ 15.00	-	Y
Room Rentals - Arena	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat)	\$ 42.00	\$ 42.00	Y
b) Private use - Horwood Room (Flat)	\$ 140.00	\$ 140.00	Y
c) Private use - Horwood Room (Hourly)	\$ 28.50	\$ 28.50	Y
d) Private use - Centre Ice Room (Flat)	\$ 158.00	\$ 158.00	Y
e) Private use - Centre Ice Room (Hourly)	\$ 33.50	\$ 33.50	Y
f) Private use - Centre Ice Room Seasonal Contract (Hourly)	\$ 32.00	\$ 32.00	Y
g) Private use - Boardroom (Hourly)	\$ 15.50	\$ 15.30	Y
h) Lobby (Flat)	\$ 25.00	\$ 25.00	Y
i) Kitchen with room rental (Flat)	\$ 25.00	\$ 25.00	Y
j) Kitchen only (Hourly)	\$ 15.50	-	Y
k) Kitchen only (Flat)	\$ 60.00	-	Y
l) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 100.00	N
m) Facility Staff Set-Up & Clean-Up 2 staff for 1 hour	\$ 62.00	\$ 31.00	Y
Audio Visual Equipment	-	-	-
a) Overhead Projector & screen / DVD Player	\$ 25.50	\$ 25.50	Y
b) Podium/Sound System	\$ 25.50	\$ 25.50	Y
c) Movie Screen System (4-hours)	\$ 260.00	\$ 260.00	Y
Room Rentals - St. Clair Beach Community Centre	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat 1 room)	\$ 42.00	\$ 42.00	Y
b) Private use - 1 Room (Flat)	\$ 145.00	\$ 145.00	Y
c) Kitchen (Flat)	\$ 25.00	\$ 25.00	Y
d) Private Use - 1-Room (Hourly)	\$ 31.50	\$ 31.50	Y
e) Private Use - 2-Room (Hourly)	\$ 50.00	\$ 50.00	Y
f) Entire Building - All Day Use	\$ 265.00	\$ 265.00	Y
g) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 100.00	N
Parks Commemorative Program	-	-	-
a) Park Bench with new concrete pad	\$ 2,000.00	\$ 2,000.00	N
b) Park Bench existing	\$ 1,600.00	\$ 1,600.00	N
c) Tree Planting donation	\$ 500.00	\$ 500.00	N
d) Tree Planting donation with Plaque	\$ 850.00	-	N
Court Keys	-	-	-
a) Tennis Court	\$ 27.00	\$ 26.50	Y
b) Tennis Court (1/2 season starting Sept. 1st)	\$ 13.50	\$ 13.25	Y
c) Pickleball/per person	\$ 27.00	\$ 26.50	Y
d) Pickleball/per person (1/2 season starting Sept. 1st)	\$ 13.50	\$ 13.25	Y
e) Tennis/Pickleball Combo Key/per person	\$ 43.00	\$ 42.00	Y
f) Tennis/Pickleball Combo Key/per person (1/2 season)	\$ 21.50	\$ 21.00	Y
g) Lost Key Replacement	\$ 12.00	\$ 10.00	Y
h) Association court time access	Negotiated	-	
Special Event - Lakewood Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)*	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 1,000.00	\$ 1,000.00	Y
Special Event 2 day	\$ 1,750.00	\$ 1,750.00	Y
Special Event 3 day	\$ 2,250.00	\$ 2,250.00	Y
Special Event 4 day	\$ 2,750.00	\$ 2,750.00	Y
Wedding Ceremonies (Lakewood South)	\$ 250.00	\$ 250.00	Y
Wedding Receptions (Lakewood South)	\$ 750.00	\$ 750.00	Y
Special Event - Lacasse Park/McAuliffe Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)	\$ 500.00	\$ 500.00	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Special Event 1 day	\$ 750.00	\$ 750.00	Y
Non-profit Triathlon/Cross country/Walkathon Park	-	-	-
Rental (per hour - maximum 5 hours)	\$ 87.50	\$ 87.50	Y
School (per hour - maximum 5 hours)	\$ 52.00	\$ 52.00	Y
Additional Special Event Charges	-	-	-
Special Event - Hosted in Municipal Parking Lot	\$ 200.00	\$ 200.00	Y
Building Key Deposit	\$ 200.00	\$ 200.00	Y
Security Deposit for Noise Bylaw Exemptions	\$ 500.00	\$ 500.00	N
Mapping services (IT Department) - 3 hours	\$ 135.00	\$ 135.00	Y
Food/Beverage Sales	\$ 260.00	\$ 260.00	Y
Greenspace Parking	\$ 1,000.00	\$ 1,000.00	Y
Greenspace Parking - damage deposit	\$ 500.00	\$ 500.00	N
Special Event Hydro (Per day)	\$ 200.00	\$ 200.00	Y
Garbage collection Town Staff (per can/per day)	\$ 3.00	\$ 3.00	Y
Special Event Set-up & Take down (per day)	\$ 320.00	\$ 320.00	Y
Special Event Tent rental (15'x15' - 1 - 3 days)	\$ 230.00	\$ 230.00	Y
Temporary Stage	\$ 300.00	\$ 300.00	Y
Security Fencing:			
8ft high x 6ft wide Panels	-	-	-
4ft high x 7ft wide Panels	-	-	-
a) Per Panel (1 - 5 day event) delivered only	\$ 3.75	\$ 3.75	Y
b) Per Panel (1 month) delivered only	\$ 7.00	\$ 7.00	Y
c) Per Panel (1 - 5 day event) installed	\$ 6.00	\$ 6.00	Y
d) Per Panel (1 month) installed	\$ 9.25	\$ 9.25	Y
Sports Fields rental (Max 4 hr block)	-	-	-
Ball Diamond - Adult	\$ 37.17	\$ 36.28	Y
Ball Diamond - Youth	\$ 22.12	\$ 21.24	Y
Ball Diamond with lights - Adult	\$ 57.52	\$ 56.64	Y
Ball Diamond with lights - Youth	\$ 36.28	\$ 35.40	Y
Soccer Pitch - Adult	\$ 37.17	\$ 36.28	Y
Soccer Pitch - Youth	\$ 22.12	\$ 21.24	Y
User Group: per registrant (Ball/Soccer)	\$ 5.00	\$ 5.00	N
Ice Rental - hourly	-	-	-
Ice Rental - Prime Time (effective April 1) Monday to Friday; 3:30 PM to Midnight All day Saturday & Sunday	\$ 173.76	\$ 172.88	Y
Ice Rental - Non- Prime Time (effective April 1) Monday to Friday, 6:00 AM to 3:30 PM	\$ 138.36	\$ 137.48	Y
1-8 people: Non-Prime 6am-3pm (Party / small group instruction)	\$ 118.89	\$ 118.01	Y
1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches)	\$ 78.91	\$ 78.03	Y
Summer Weekend Sat/Sun	\$ 118.89	\$ 118.01	Y
Tournament/Event booking 35 hrs or more April - Aug	\$ 118.89	\$ 118.01	Y
Municipal or Municipal partnership program Apr - Aug	\$ 118.89	\$ 118.01	Y
Lifecycle Hourly Capital Surcharge	\$ 5.00	\$ 5.00	Y
Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice	\$ 2.50	\$ 2.50	Y
Public Skating	-	-	-
Open/Parent & Tot/Adult Skate	\$ 3.54	\$ 3.54	Y
Open/Parent & Tot/Adult Skating Card (10 skates + 5 bonus)	\$ 35.40	\$ 35.40	Y
Family rate (up to 5)	\$ 11.06	\$ 11.06	Y
Figure Skating Practice (day use if available)	\$ 8.85	\$ 8.85	Y
Sponsorship (per hour)	\$ 265.49	\$ 265.49	Y
Weekend Public Skating - Individual	\$ 4.43	\$ 4.43	Y
Weekend Public Skating - Family (up to 5 people)	\$ 13.27	\$ 13.27	Y
Weekend Public Skating - Individual Season Pass	\$ 70.80	\$ 70.80	Y
Weekend Public Skating - Family Season Pass	\$ 212.39	\$ 212.39	Y
Shinny Hockey (per person)	\$ 7.08	\$ 7.08	Y
Shinny Weekday Card	\$ 70.80	\$ 70.80	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Senior Shinney Hockey	\$ 4.43	\$ 4.43	Y
Arena Floor (Non ice rentals)	-	-	-
a) Special Events (Not for Profit per hour)	\$ 100.00	\$ 100.00	Y
b) Lacross/ball hockey/inline skating etc (per hour)	\$ 68.14	\$ 68.14	Y
c) Commercial Rental (per day)	\$ 1,528.50	\$ 1,528.50	Y
d) Multiple Day Rental (to be negotiated)	Negotiated	Negotiated	Y
Program/Rental Administration Fees	-	-	-
a) Program Transfer/Withdrawal Fee	\$ 11.06	\$ 11.06	Y
b) Rental Cancellation Fee	\$ 26.55	\$ 26.55	Y
Marketing and Advertising	-	-	-
a) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation)	\$ 5,100.00	\$ 5,100.00	Y
b) In-Ice Advertising	\$ 1,000.00	\$ 1,000.00	Y
c) Rink Boards (Max size 32" x120", yearly contract, includes installation)	\$ 600.00	\$ 600.00	Y
d) 2nd Rink Board (Max size 32" x120", yearly contract, includes installation)	\$ 500.00	\$ 500.00	Y
e) Rink Boards Weekly Contract (Max 32" x120")	\$ 17.00	-	Y
f) 2nd Rink Boards Weekly Contract (Max 32" x120")	\$ 14.17	-	Y
g) Rink Board Ad Installation	\$ 40.00	-	Y
h) Illuminated Wall Panel 3' X 15' (yearly contract)	\$ 1,600.00	\$ 1,600.00	Y
i) Illuminated Wall Panel 5' x 9' (yearly contract)	\$ 1,200.00	\$ 1,200.00	Y
j) Illuminated Wall Panel 5' x 5' (A-Side) / '4x8' (B-Side) (yearly contract)	\$ 1,000.00	\$ 1,000.00	Y
k) Activity Guide Ad - Full Page Outside Back Cover	\$ 500.00	\$ 500.00	Y
l) Activity Guide Ad - Full Page Inside	\$ 300.00	\$ 300.00	Y
m) Activity Guide Ad - 1/2 page	\$ 200.00	\$ 200.00	Y
n) Activity Guide Ad - 1/4 page	\$ 100.00	\$ 100.00	Y
o) Activity Guide Ad - Full Page - Inside Cover	\$ 400.00	\$ 400.00	Y
p) Event Sponsorship	Negotiated	Negotiated	Y
Pool Rentals	-	-	-
a) Pool with max 24 persons	\$ 70.80	\$ 70.80	Y
b) Pool with max 49 persons	\$ 115.04	\$ 115.04	Y
c) Pool with max 74 persons	\$ 141.59	\$ 141.59	Y
d) Pool with max 100 persons	\$ 176.99	\$ 176.99	Y
e) Pool & Slide with max 24 persons	\$ 123.89	\$ 123.89	Y
f) Pool & Slide with max 49 persons	\$ 168.14	\$ 168.14	Y
g) Pool & Slide with max 74 persons	\$ 194.69	\$ 194.69	Y
h) Pool & Slide with max 100 persons	\$ 230.09	\$ 230.09	Y
i) Pool & Tot Pool with max 24 persons	\$ 110.62	\$ 110.62	Y
j) Pool & Tot Pool with max 49 persons	\$ 154.87	\$ 154.87	Y
k) Pool & Tot Pool with max 74 persons	\$ 190.27	\$ 190.27	Y
l) Pool & Tot Pool with max 100 persons	\$ 207.97	\$ 207.97	Y
m) Pool, Tot Pool and Slide with max 24 persons	\$ 163.72	\$ 163.72	Y
n) Pool, Tot Pool & Slide with max 49 persons	\$ 203.54	\$ 203.54	Y
o) Pool, Tot Pool & Slide with max 74 persons	\$ 238.94	\$ 238.94	Y
p) Pool, Tot Pool & Slide with max 100 persons	\$ 252.21	\$ 252.21	Y
q) Pool, Tot Pool & Slide full capacity (224)	\$ 309.73	\$ 309.73	Y
r) Training Room (Hourly)	\$ 29.20	\$ 29.20	Y
Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages)	-	-	-
a) One Pool with Party Room & Staff	\$ 119.47	\$ 119.47	Y
b) One Pool & Slide with party Room & Staff	\$ 172.57	\$ 172.57	Y
c) Two Pools with Party Room & Staff	\$ 159.29	\$ 159.29	Y
d) Two Pools & Slide with Party Room & Staff	\$ 212.39	\$ 212.39	Y
e) Recreation Swim with Party Room & Staff	\$ 103.54	\$ 103.54	Y
f) Recreation Swim & Slide with Party Room & Staff	\$ 127.43	\$ 127.43	Y
Public Swim	-	-	-
a) Tot Time - Adult and 1 child	\$ 3.98	\$ 3.98	Y
b) Tot Time - each additional child	\$ 1.77	\$ 1.77	Y
c) Open Rec Swim - Individual	\$ 3.10	\$ 3.10	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
d) Open Rec Swim - Family (max 5)	\$ 9.74	\$ 9.74	Y
e) Adult Length	\$ 3.98	\$ 3.98	Y
f) Aquafit	\$ 3.98	\$ 3.98	Y
g) Waterslide	\$ 1.77	\$ 1.77	Y
h) Sponsorship	Negotiated	Negotiated	Y
Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card)	-	-	-
a) Tot Time - Adult and 1 Child	\$ 39.82	\$ 39.82	Y
b) Open Rec Swim (Individual)	\$ 30.97	\$ 30.97	Y
c) Open Rec Swim (Family) (max 5)	\$ 97.35	\$ 97.35	Y
d) Adult Lengths	\$ 39.82	\$ 39.82	Y
e) Aquafit	\$ 39.82	\$ 39.82	Y
f) Waterslide	\$ 17.70	\$ 17.70	Y
Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, Aquafit, Open)	-	-	-
a) Individual Pass	\$ 66.37	\$ 66.37	Y
b) Individual Pass (1/2 season starting August 1st)	\$ 33.19	\$ 33.19	Y
c) Family Pass (max 5)	\$ 141.59	\$ 141.59	Y
d) Family Pass (max 5) (1/2 season starting August 1st)	\$ 70.80	\$ 70.80	Y
Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes)	-	-	-
a) Parent & Tot	\$ 75.00	\$ 75.00	N
b) Preschool	\$ 80.00	\$ 80.00	N
c) Rookie/Ranger/Star	\$ 75.00	\$ 75.00	N
d) Swimmer (Swimmer 1-2: 30 min. class)	\$ 75.00	\$ 75.00	N
e) Swimmer (Swimmer 3-6: 45 min. class)	\$ 80.00	\$ 80.00	N
f) Swimmer H40 ratio 1:4	\$ 100.00	\$ 100.00	N
g) Bronze Star	\$ 90.27	\$ 90.27	Y
h) Bronze Medallion	\$ 181.42	\$ 181.42	Y
i) Bronze Cross	\$ 123.89	\$ 123.89	Y
j) Swim Teams	\$ 200.00	\$ 200.00	N
k) NLS Lifeguard	\$ 269.91	\$ 269.91	Y
l) Semi-Private Swim Lessons (3 persons, each pay) per 30 min. session	\$ 9.73	\$ 9.73	Y
m) Semi-Private Swim Lessons (2 persons, each pay) per 30 min. session	\$ 13.27	\$ 13.27	Y
n) Private Swim Lessons per 30 min. session	\$ 24.78	\$ 24.78	Y
o) Adult Swim Lessons Level 1	\$ 70.80	\$ 70.80	Y
p) Adult Swim Lessons - Level 2/3	\$ 66.37	\$ 66.37	Y
q) Assistant Instructor	\$ 119.47	\$ 119.47	Y
r) Instructor School	\$ 269.91	\$ 269.91	Y
Day Camp	-	-	-
a) Weekly Rate (5 days)	\$ 145.00	\$ 145.00	N
b) Holiday Week Rate (4 days)	\$ 120.00	\$ 120.00	N
c) Daily Rate	\$ 35.00	\$ 35.00	N
d) Field Trip	\$ 15.00	\$ 15.00	N
e) Specialty Camps (negotiated)	Negotiated	Negotiated	N

By-Law 2020-75 Schedule G - Water Department
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Illegal Hook up	1000 + cost	\$ -	Y
Unauthorized Hydrant Use	1000 + cost	100 + cost	Y
Alteration to water service / watermain	1000 + cost	\$ -	Y
Boil Water Advisory per event	At cost	\$ 750.00	N
Private Hydrant Maintenance	At cost or \$350	At cost or \$300	Y
Flow Testing Public Hydrants- Inspection only	\$70 per hydrant	\$70 per Hydrant	Y
Flow Testing Public Hydrants per call - Regular Hours	\$ 550.00	\$ -	Y
Flow Testing Public Hydrants per call - After Hours	\$ 900.00	\$ 85.00	Y
Water Meter	-	-	-
5/8" & 3/4"	\$ 555.00	\$ 545.00	N
1"	\$ 640.00	\$ 622.00	N
1.5"	\$ 1,100.00	\$ 1,070.00	N
2"	\$ 1,220.00	\$ 1,192.00	N
larger than 2"	At cost	At cost	N
Service Call	-	-	-
Turn Water On/Off	\$ 100.00	At cost	N
After hours callout	\$340 + costs	At cost	N
Water Service	-	-	-
Watermain Service Tap - 25mm to 50mm diameter - Inspection only	\$ 400.00	\$ -	N
Watermain Service Tap - 25mm to 50mm diameter	At cost	\$ -	N
Water Service Repair - private	At cost	\$ -	N
Inspection of Private Development - watermains equal to or greater than 100 mm (4")	-	-	-
a) Minimum charge	\$ 1,200.00	\$ 250.00	N
b) per metre of pipe installed	\$ 15.00	\$ 10.00	N
Weekend Sample testing	\$ 550.00	\$ -	N
Alterations/Repairs of Distribution System for all customers (examples include watermain lowering/cut in Tee/valve/hydrant relocation)	At cost	At cost	N
Service Abandonments	-	-	-
Abandonment in concrete	\$ 100.00	\$ 5,000.00	N
Abandonment in asphalt	\$ 100.00	\$ 3,000.00	N
Abandonment in the boulevard	\$ 100.00	\$ 1,500.00	N

By-Law 2020-75 Schedule H - Tecumseh Transit

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Adult Transit Fare	\$ 2.25	\$ 2.25	N
Senior Transit Fare	\$ 1.75	\$ 1.75	N
Student Transit Fare	\$ 1.25	\$ 1.25	N
Child Transit Fare (under 5)	\$ -	\$ -	N
Veteran Transit Fare	\$ -	\$ -	N
Blind Person Transit Fare	\$ -	\$ -	N
Person Accompanying Disabled Rider Fare	\$ -	\$ -	N
Adult Monthly Bus Pass	\$ 40.00	\$ 40.00	N
Adult 6 Month Bus Pass	\$ 200.00	\$ 200.00	N
Adult 12 Month Bus Pass	\$ 400.00	\$ 400.00	N
Senior Monthly Bus Pass	\$ 35.00	\$ 35.00	N
Senior 6 Month Bus Pass	\$ 175.00	\$ 175.00	N
Senior 12 Month Bus Pass	\$ 350.00	\$ 350.00	N
Student Monthly Bus Pass	\$ 30.00	\$ 30.00	N
Student 6 Month Bus Pass	\$ 150.00	\$ 150.00	N
Student 12 Month Bus Pass	\$ 300.00	\$ 300.00	N



The Corporation of the Town of Tecumseh

Parks & Recreation Services

To: Mayor and Members of Council

From: Paul Anthony, Director Parks & Recreation Services

Date to Council: November 24, 2020

Report Number: PRS-2020-30

Subject: Transition to Betterness Lakeview Memorial Wall Agreement

Recommendations

It is recommended:

That Parks and Recreation Report PRS-2020-30 Transition to Betterness Lakeview Memorial Wall Agreement **be received**;

And that By-law No. 2020-78, being a by-law to authorize the Mayor and Clerk to execute the Agreement between The Corporation of the Town of Tecumseh and Transition to Betterness, **be approved**.

Background

In 2010, the Town of Tecumseh and the Dragon Boat event organizers, On Care For Cure Inc. (Donor), entered into an agreement, allowing the Donor to construct and dedicate works on public lands owned by the Town of Tecumseh in Lakewood Park. The components of the donation included the Dragon Statue and the Dragon View Gardens inclusive of the granite walls.

The 2010 agreement called for the Donor to incur all costs applicable to the purchase and construction of the infrastructure required to incorporate these works into the Town Council-approved drawings as completed by EDA Collaborative, the Town's Architect. The Town advanced funds in the form of a loan to the Donor to assist with the works.

In 2017, the Donor stopped payment on their reimbursement commitment, leaving an outstanding balance. They have not been in contact with the Town since that time to make arrangements to fulfill their commitment.

On June 24, 2020, the Town received correspondence from Transition to Betterness (T2B) requesting an opportunity to work with the Town of Tecumseh for T2B to take over the former Dragon Boat Memorial Wall/Garden and transform it into something unique and special to realize its original full potential. As Council is aware, T2B is one of Essex County's most successful and accredited charity groups.

A virtual meeting was held with T2B and Administration to review T2B's interest in Dragon View Walls/Garden. At that time, it was explained that the Town was very interested in working with T2B to advance a proposal and an agreement to Council.

Comments

Administration met with the Town solicitor to review all documentation and agreements the Town has on file with the Donor confirming the Dragon and Dragon View Garden inclusive of the granite walls in Lakewood Park (north) are the Town's property free and clear of any lien and/or third party interest in these assets.

The next step in the process was to begin discussions with T2B on a proposal and a new agreement with T2B for their use of the Walls/Garden. T2B has already indicated that an agreement would be inclusive of reimbursing the Town for the outstanding commitment owed by the Donor.

As outlined in the Agreement, the goal of T2B is to solicit donations for 29 of the remaining granite wall panels and to consolidate all of the current Dragon Boat (Donor) donations onto one wall; there are 30 granite wall panels in total. In addition, T2B is proposing to construct a monument in the centre of the garden area for additional donations. The gardens, walls and the new monument will remain/become assets owned by the Town. Prior approval of all plans by the Town and T2B is required before construction of the monument and prior to landscaping of the gardens.

All costs associated with the proposed work to the walls, the monument, installation of landscaping and annual maintenance of gardens and walls/monuments (as required) will be undertaken solely at the expense of T2B, as set out in the Agreement.

The Agreement has been developed in consultation with our Town solicitor and has been reviewed and accepted by T2B. The proposed Lakeview Memorial Wall Agreement is attached to By-law 2020-78 for Council's review and approval.

Consultations

Financial Services
Corporate Services & Clerk
Chief Administrative Officer
Town Solicitor

Financial Implications

Nominal costs for solicitor review of the Agreement have been incurred by the Town. As a result of this Agreement, the outstanding balance (\$33,262.45) owed by the Donor will be paid to the Town by T2B. Otherwise, there are no financial implications to the Town of Tecumseh.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: November 24, 2020

Report Number: PBS-2020-39

Subject: 2020 Nine Month Permit Report

Recommendations

It is recommended:

1. **That** Planning and Building Services Report No. PBS-2020-39, "2020 Nine Month Permit Report," **be received.**

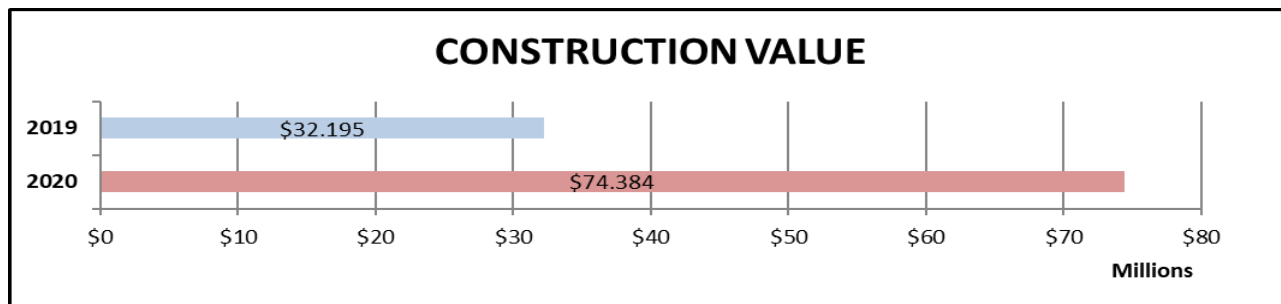
Background

This Report summarizes the permits issued for the first nine months of 2020 (January-September) and compares the values of the same period of the previous year.

Comments

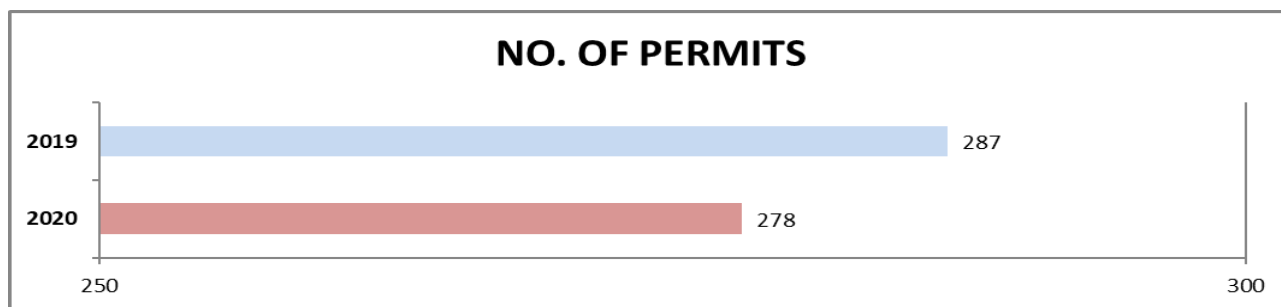
1. Construction Value:

The following chart summarizes the reported construction value of permits for the period. Construction value was reported at \$74,384,305, which is up by \$42,189,315 or 131 percent over last year. This is due in part to the construction of three new multi-unit residential buildings that have a combined construction value of \$52,500,000.



2. Number of Permits:

The following chart summarizes the total number of permits issued for the period. A total of 278 permits were issued, which is a decrease of 9 permits or 3 percent relative to the previous year.



3. Permit Types:

The following chart summarizes the number of permits issued by type for the period. A total of 10 new single dwelling unit permits were issued. There were also 3 multi-unit residential permits issued, which creates 197 multi-residential units. For the same period last year there were 18 new single dwelling units and 2 multi-residential units. A total of 29 backwater valve permits were issued for the period in addition to a range of other permits noted in the chart.

Permits		
Types of Permits	No of Permits	
	2020	2019
New Residential Buildings	10	18
New Multi-Residential Buildings	3 (197 units)	1(2 units)
Residential Additions and Improvements	118	114
New Non-Residential Buildings	6	6
Non-Residential Additions and Improvements	22	40
Swimming Pools	32	34
Lot Grading	1	6
Fences	30	22
Signs	10	4
Portable Signs	35	29
Demolitions	11	13
Totals	278	287

Consultations

None

Financial Implications

Total permit fee revenue for the period is reported at \$495,181, which is 129 percent of the budgeted amount of \$384,800.

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:

Mike Voegeli
Manager Building Services & Chief Building Official

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
None	None



The Corporation of the Town of Tecumseh

Planning & Building Services

To: Mayor and Members of Council

From: Brian Hillman, Director Planning & Building Services

Date to Council: November 24, 2020

Report Number: PBS-2020-38

Subject: Tecumseh Transit Service (TTS)
Two-Year Extension of Transit Delivery and Maintenance Services
Agreement with First Canada ULC
OUR FILE: T03 TTS

Recommendations

It is recommended:

That a by-law authorizing the execution of an Amending Agreement to the existing Transit Delivery and Maintenance Services Agreement between the Town of Tecumseh and First Canada ULC, which facilitates a two-year extension to the existing contract for the period January 1, 2021 to December 31, 2022, in accordance with PBS-2020-38, **be approved.**

Background

Tecumseh Transit Service Route

The Tecumseh Transit Service (TTS) is currently into its eleventh year of operation after being introduced to the northerly urban area of the Town in December of 2009. The TTS operates on a circuitous route with a one-hour headway covering 30 kilometres and 43 stops. The current route was introduced in May of 2018 after an extensive public consultation process that resulted in some bus stop locations being removed and others added in an attempt to minimize delays in service.

Transit Delivery and Maintenance Services Agreement

The Town manages the TTS but contracts the operation and maintenance of the two Town-owned buses to First Canada ULC (formerly First Student Canada). First Canada ULC has been the TTS service provider since its inception in 2009. In November of 2015, Council approved the selection of First Canada ULC as the preferred proponent to continue the provision of Transit Delivery and Maintenance Services from January 1, 2016 to December 31, 2020. Although the current Agreement expires at the end of 2020, Section 3 of the Agreement stipulates that it may be extended for an additional term, or part thereof, as agreed upon in writing, between the Town and the Operator.

Comments

Administration is currently investigating the feasibility of various transit delivery models, including:

- Status quo;
- Contract existing service (or a variation thereof) to Transit Windsor;
- Transit On-Demand;
- Service partnership with Lakeshore; or
- Some combination of the above options.

The drastically reduced ridership levels and additional protocols prompted by the COVID-19 pandemic has introduced unique challenges in assessing the feasibility of the aforementioned options. With the current uncertainties surrounding the short-term future of the transit industry, combined with the shift in administrative priorities as a result of COVID-19 and flood emergency response preparedness, it is neither feasible nor recommended that a change in service delivery be pursued at this time. It should also be noted that the Town continues to have a sound service provider relationship with First Canada ULC and there is a high level of user satisfaction with the current TTS delivery model.

Based on the foregoing, Town Administration believes that it is appropriate to enter into a two-year contract extension in accordance with Section 3 of the existing Transit Delivery and Maintenance Services Agreement. Accordingly, a draft Transit Delivery and Maintenance Services Amending Agreement, as prepared by Mr. Edwin Hooker, Town Solicitor, with input from Planning and Building Services and Financial Services, has been prepared and is attached for Council's consideration (see Attachment 1). This two-year time period will allow the necessary time for Administration to investigate and properly assess different transit delivery models for future consideration by Council.

Consultations

Financial Services
First Student Canada
Town Solicitor

Financial Implications

The proposed hourly rate to be paid to First Canada ULC for transit delivery and maintenance services, which includes fuel and basic maintenance costs, is \$62.03 in 2021 and \$63.27 in 2022. This 2% annual increase is consistent with that which has been applied over the past five years and represents an estimated increase in total annual cost of approximately \$4,600 in 2021 and \$4,700 in 2022. The Draft 2021 Transit Budget provision of \$234,500 for Contracts is sufficient to accommodate this increase.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Transit Delivery and Maintenance Services Amending Agreement

Attachment 1

Transit Delivery and Maintenance Services Amending Agreement

THIS AGREEMENT made in triplicate this 8th day of December, 2020.

BETWEEN:

The Corporation of the Town of Tecumseh
(the "Town")

-and-

First Canada ULC
(the "Operator")

WHEREAS the Town and the Operator entered into an Agreement dated December 8, 2015 with respect to the terms and conditions for the operation of a transit system;

AND WHEREAS the term of the Agreement expires on December 31, 2020 and the Operator and the Town wish to extend the term of the Agreement subject to the certain amendments as more particularly detailed below;

NOW THEREFORE, the Town and the Operator have agreed to amend the terms of the Agreement as follows:

1. The term of the Agreement as outlined in paragraph 3 of the Agreement is hereby extended from December 31, 2020 to and shall now end on December 31, 2022. The period from January 1, 2021 to December 31, 2022 shall be referred to as the First Extension;
2. Schedule 'C' is hereby replaced with a new Schedule 'C' attached hereto.
3. Schedule 'D-1' is hereby added as attached hereto.
4. Any reference to Schedule 'D' in the Agreement shall be deemed to include a reference to the information contained in Schedule 'D1' attached hereto.
5. Paragraph 15 is amended by updating the following contact information for communication:

First Canada ULC

3455 Landmark Road, Unit 2
Burlington, Ontario
L7M 1T4

Phone 289-288-4359
Phone 800-563-6072
Attention: Troy Phinney, Senior Vice-President

.... Continued on next page.....

All other terms and conditions of the Agreement shall remain the same and time shall continue to be of the essence.

DATED this day of December, 2020.

FIRST CANADA ULC:

Troy Phinney, Senior Vice President

FOR THE TOWN:

Gary McNamara, Mayor

Laura Moy, Director Staff Services/Clerk

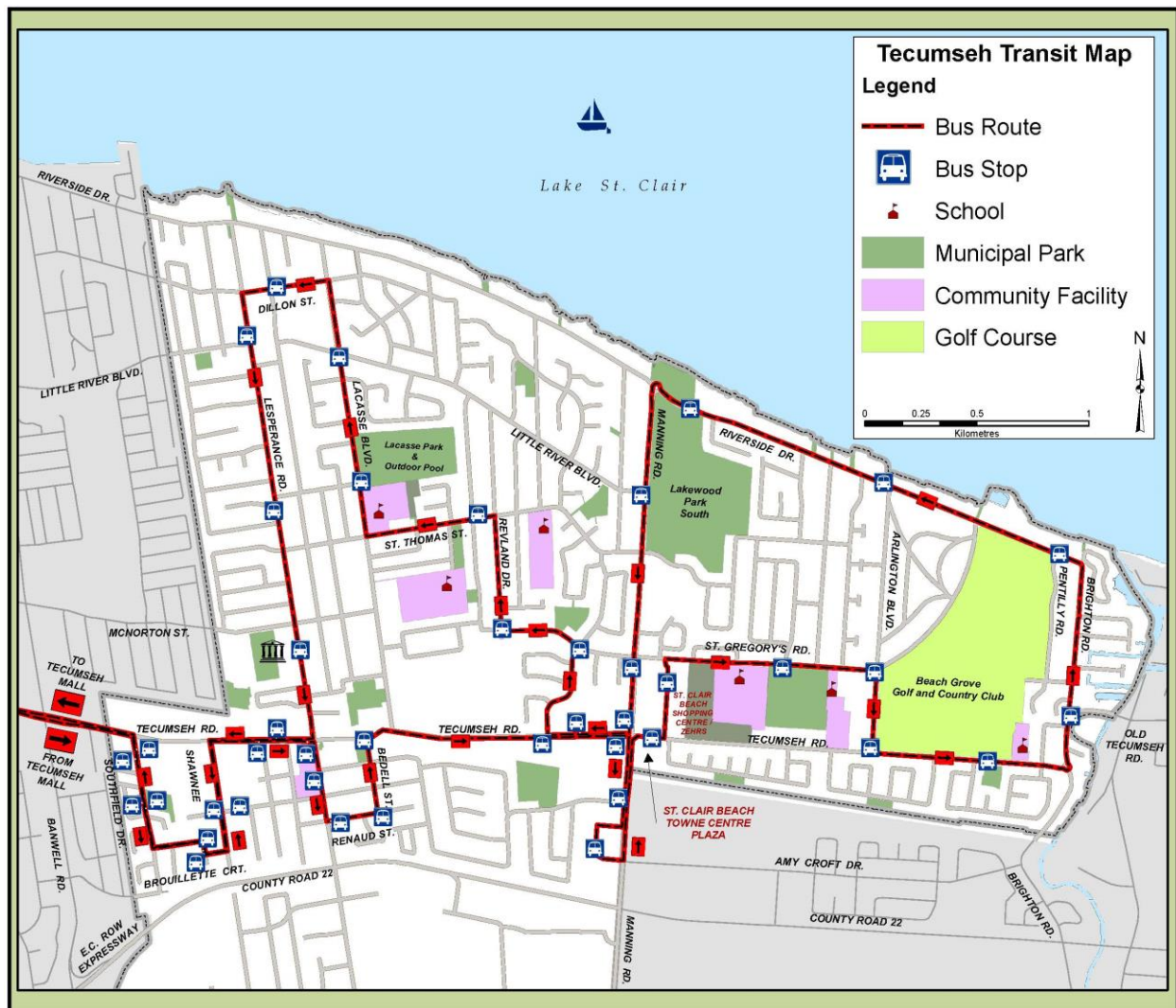
By signing above, the aforementioned signatories acknowledge they have the authority to bind their respective corporations.

law 1:\tecumseh\Transit Delivery & Maintenance Services amending agreement dec20.docx11/13/20 1:37 PM

SCHEDULE C

TRANSIT SCHEDULE

Page 1 of 2



SCHEDULE C

TRANSIT SCHEDULE

Page 2 of 2

STOP	AM						PM					
Tecumseh Rd. at Green Valley Dr.	6:00	7:00	8:00	9:00	10:00	11:00	12:00	1:00	2:00	3:00	4:00	5:00
Tecumseh Rd. at Manning Rd.	6:01	7:01	8:01	9:01	10:01	11:01	12:01	1:01	2:01	3:01	4:01	5:01
Manning Rd. at Lanoue St.	6:02	7:02	8:02	9:02	10:02	11:02	12:02	1:02	2:02	3:02	4:02	5:02
Food Basics Grocery Store	6:04	7:04	8:04	9:04	10:04	11:04	12:04	1:04	2:04	3:04	4:04	5:04
Tecumseh Rd. at St. Clair Beach Towne Centre Plaza	6:07	7:07	8:07	9:07	10:07	11:07	12:07	1:07	2:07	3:07	4:07	5:07
Zehrs Grocery Store	6:08	7:08	8:08	9:08	10:08	11:08	12:08	1:08	2:08	3:08	4:08	5:08
St. Gregory's Rd. at Cada St. / École Secondaire l'Essor	6:09	7:09	8:09	9:09	10:09	11:09	12:09	1:09	2:09	3:09	4:09	5:09
St. Gregory's Rd. at Arlington Blvd.	6:10	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10
Arlington Blvd. at Tecumseh Rd.	6:10	7:10	8:10	9:10	10:10	11:10	12:10	1:10	2:10	3:10	4:10	5:10
Tecumseh Rd. at Peace Park	6:11	7:11	8:11	9:11	10:11	11:11	12:11	1:11	2:11	3:11	4:11	5:11
Brighton Rd. at Old Tecumseh Rd.	6:13	7:13	8:13	9:13	10:13	11:13	12:13	1:13	2:13	3:13	4:13	5:13
Riverside Dr. at Pently Rd.	6:14	7:14	8:14	9:14	10:14	11:14	12:14	1:14	2:14	3:14	4:14	5:14
Riverside Dr. at Arlington Blvd.	6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15
Riverside Dr. at Lakewood Park North and South	6:15	7:15	8:15	9:15	10:15	11:15	12:15	1:15	2:15	3:15	4:15	5:15
Manning Rd. at Little River Blvd.	6:16	7:16	8:16	9:16	10:16	11:16	12:16	1:16	2:16	3:16	4:16	5:16
Manning Rd. at St. Gregory's Rd.	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17
Manning Rd. at Tecumseh Rd.	6:17	7:17	8:17	9:17	10:17	11:17	12:17	1:17	2:17	3:17	4:17	5:17
Tecumseh Rd. at Tecumseh Medical Centre	6:18	7:18	8:18	9:18	10:18	11:18	12:18	1:18	2:18	3:18	4:18	5:18
Green Valley Dr. at St. Gregory's Rd.	6:19	7:19	8:19	9:19	10:19	11:19	12:19	1:19	2:19	3:19	4:19	5:19
St. Gregory's Rd. at Revland Dr.	6:20	7:20	8:20	9:20	10:20	11:20	12:20	1:20	2:20	3:20	4:20	5:20
St. Thomas St. at Revland Dr.	6:21	7:21	8:21	9:21	10:21	11:21	12:21	1:21	2:21	3:21	4:21	5:21
Lacasse Blvd. at Lacasse Park / Outdoor Pool	6:22	7:22	8:22	9:22	10:22	11:22	12:22	1:22	2:22	3:22	4:22	5:22
Lacasse Blvd. at Little River Blvd.	6:23	7:23	8:23	9:23	10:23	11:23	12:23	1:23	2:23	3:23	4:23	5:23
Dillon Dr. at St. Pierre St.	6:24	7:24	8:24	9:24	10:24	11:24	12:24	1:24	2:24	3:24	4:24	5:24
Lesperance Rd. at Little River Blvd.	6:25	7:25	8:25	9:25	10:25	11:25	12:25	1:25	2:25	3:25	4:25	5:25
Lesperance Rd. at Papineau Crt.	6:26	7:26	8:26	9:26	10:26	11:26	12:26	1:26	2:26	3:26	4:26	5:26
Lesperance Rd. at Tecumseh Town Hall	6:27	7:27	8:27	9:27	10:27	11:27	12:27	1:27	2:27	3:27	4:27	5:27
Tecumseh Road at Municipal Parking Lot	6:28	7:28	8:28	9:28	10:28	11:28	12:28	1:28	2:28	3:28	4:28	5:28
Shawnee Rd. at Arbour St. Westbound	6:29	7:29	8:29	9:29	10:29	11:29	12:29	1:29	2:29	3:29	4:29	5:29
Brouillette Court - Westbound	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
Southfield Park - Westbound	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
Southfield Dr. at Tecumseh Rd. Westbound	6:31	7:31	8:31	9:31	10:31	11:31	12:31	1:31	2:31	3:31	4:31	5:31
Tecumseh Mall (Windsor)	6:40	7:40	8:40	9:40	10:40	11:40	12:40	1:40	2:40	3:40	4:40	5:40
Southfield Dr. at Tecumseh Rd. Eastbound	6:52	7:52	8:52	9:52	10:52	11:52	12:52	1:52	2:52	3:52	4:52	5:52
Southfield Park - Eastbound	6:52	7:52	8:52	9:52	10:52	11:52	12:52	1:52	2:52	3:52	4:52	5:52
Brouillette Court - Eastbound	6:53	7:53	8:53	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:53	5:53
Shawnee Rd. at Arbour St. Eastbound	6:53	7:53	8:53	9:53	10:53	11:53	12:53	1:53	2:53	3:53	4:53	5:53
Tecumseh Rd. at Poisson St.	6:54	7:54	8:54	9:54	10:54	11:54	12:54	1:54	2:54	3:54	4:54	5:54
Tecumseh Rd. at Lesperance Rd.	6:55	7:55	8:55	9:55	10:55	11:55	12:55	1:55	2:55	3:55	4:55	5:55
Lesperance Rd. at École élémentaire Saint-Antoine	6:56	7:56	8:56	9:56	10:56	11:56	12:56	1:56	2:56	3:56	4:56	5:56
Renaud St. at Lesperance Rd.	6:57	7:57	8:57	9:57	10:57	11:57	12:57	1:57	2:57	3:57	4:57	5:57
Renaud St. at Bedell St.	6:58	7:58	8:58	9:58	10:58	11:58	12:58	1:58	2:58	3:58	4:58	5:58
Bedell St. at Ticonderoga Park	6:59	7:59	8:59	9:59	10:59	11:59	12:59	1:59	2:59	3:59	4:59	5:59

SCHEDULE D-1
PAYMENT DETAILS 2021/2022

	2021	2022
Cost per Hour	\$62.03	\$63.27
Cost per Hour with Use of Contractor's Bus	\$83.03	\$84.27



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: November 24, 2020

Report Number: PBS-2020-40

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
12049 Tecumseh Road
2461415 Ontario Limited (Mr. Anthony Nehme)
Parking Area Improvement Grant Program
OUR FILE: D18 CIPFIP - CIP-08/20

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the property located at 12049 Tecumseh Road (Roll No. 374405000005400), **be deemed eligible and approved** for the Parking Area Improvement Grant Program, for a total amount of \$10,000 toward the parking lot improvements being proposed, all of which is in accordance with Section 11.3 (5) of the CIP, and PBS-2020-40.

Background

The Council-adopted Tecumseh Road Main Street Community Improvement Plan (CIP) applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west (see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential uses along with many tracts of underutilized land. The CIP establishes a community developed vision and provides a means for planning and promoting development activities to more effectively and efficiently use lands, buildings, and facilities. Its goal is to bring about revitalization and encourage both private and

public investment in the CIP Area. To help achieve this vision, the CIP provides for a range of financial incentive programs to registered Owners and tenants of land and buildings within the CIP Area. Attachment 1 contains a table that outlines the financial incentives available for lands in the CIP Area, subject to satisfying various criteria and rules.



Comments

Proposal

Mr. Anthony Nehme (“Owner”) is proposing improvements to the parking lot (resurfacing and line painting) on the front portion of 12049 Tecumseh Road (see photo below and Attachments 2 and 2A), with access from Tecumseh Road. The subject property was the location of the former Torino Banquet Hall which closed in late 2019 and the Art Galia art studio which was demolished in late 2020. The current Owner is in the process of completing extensive renovations to the exterior and interior of the building. A nail salon, restaurant and other

commercial uses are anticipated to occupy the various units within the renovated building. As part of these renovations, the Owner is also proposing to properly grade, repave and reline the existing parking lot.



Town Administration has reviewed the proposed parking lot improvements against the guidelines established in the CIP and has determined that it qualifies for financial incentives under the CIP.

Proposed Grant Details

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the Parking Area Improvement Grant Program in the amount of \$10,000 (Note: HST is not included as part of the grant). As required by the CIP, the Owner has provided two reliable cost estimates for the grant, as identified below:

1. Riverside Paving & Trucking Ltd. - \$44,900
2. Metro City Paving - \$44,800

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

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

Next Steps

Upon Council approval, a letter from the Town to the Owner advising of Council's approval will represent a grant commitment. The CIP establishes the following:

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

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

Consultations

Financial Services

Financial Implications

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

The 2020 budget includes CIP grant funding of \$125,000, with an additional \$110,527 of uncommitted budget allocation from prior period budget being carried forward. In addition, \$6,000 of funding associated with two CIP grants approved in 2019/2020 were rescinded in July of 2020 as a result of the Owners not proceeding with their respective improvements. Accordingly, a total of \$241,527 in funds are available for 2020. To date, seven other applications totalling \$151,518 in committed funding have been approved during 2020 leaving a balance of \$84,009 in current available funding.

Upon approval of the recommendation of this report, remaining available program funds for 2020 will be \$74,009 as referenced in the tables in Attachments 3A and 3B.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

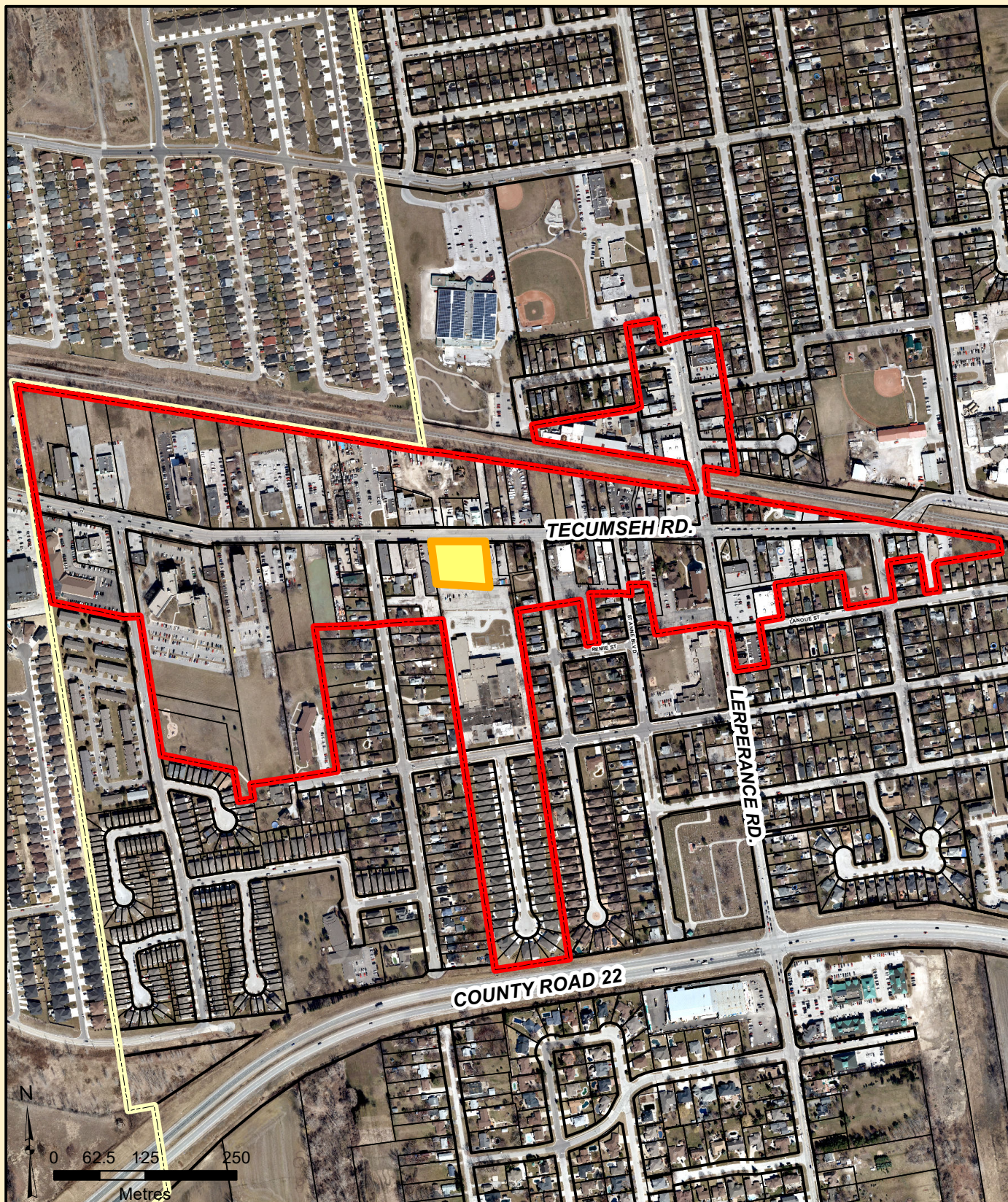
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

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

Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12049 Tecumseh Road
Parking Area Improvement Grant Program
CIP Support Programs and Incentives Summary

11.4 SUPPORT PROGRAMS AND INCENTIVES SUMMARY

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



Prepared By:
Tecumseh Planning and
Building Services Department

Legend:



CIP Area

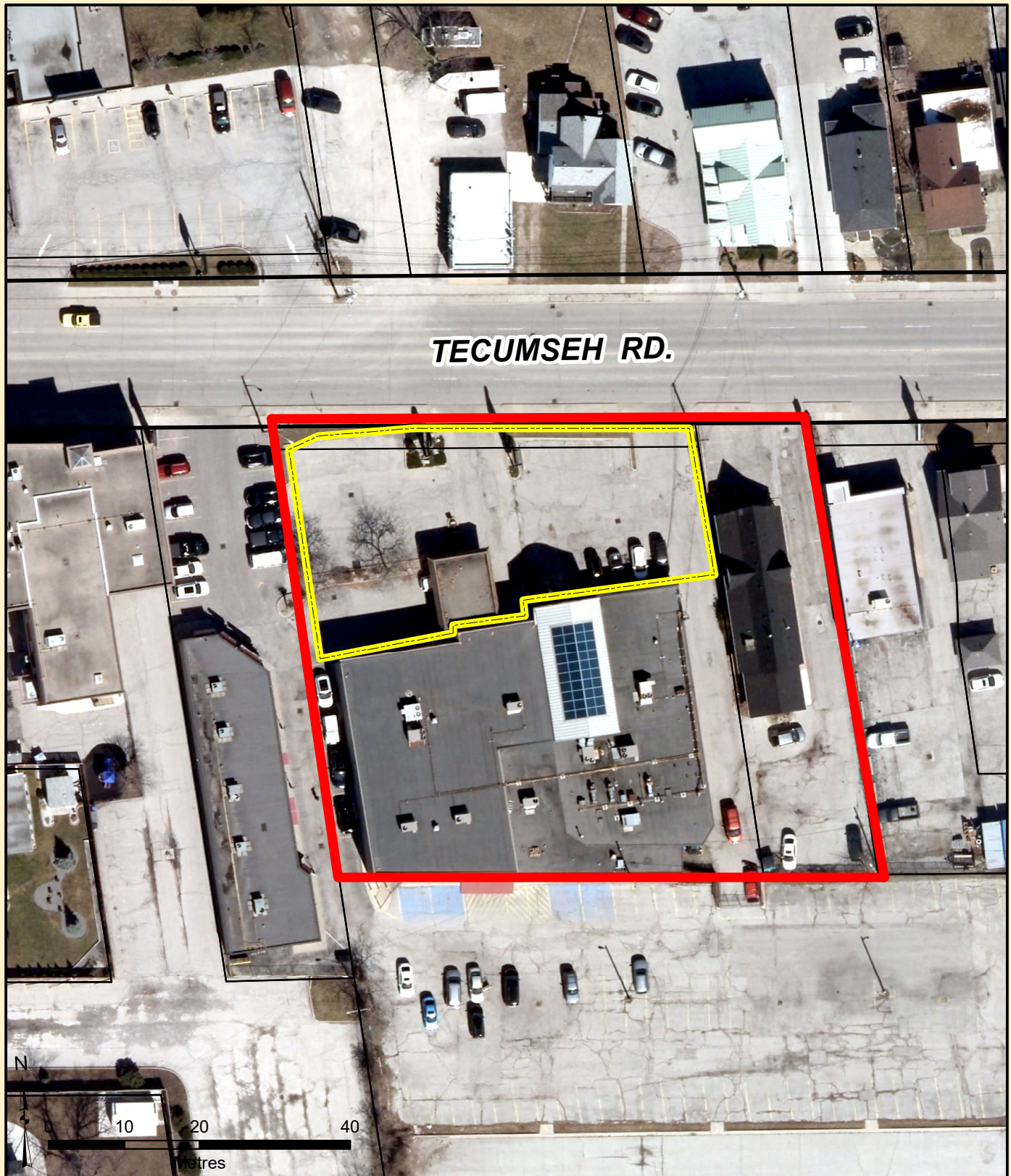


Subject Property



Municipal Boundary

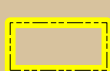
Attachment 2
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12049 Tecumseh Road
Parking Area Improvement Grant Program
Property Location in Relation to CIP Study Area



Legend:



Subject Property



Parking Area
to be Improved



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 2A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12049 Tecumseh Road
Parking Area Improvement Grant Program
Property Location, Detail View

Attachment 3A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12049 Tecumseh Road
Parking Area Improvement Grant Program
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - Year-to-Date as of November 24, 2020 RCM				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ 3,000	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ 126,152	\$ -	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ 3,416	\$ -	\$ 3,341
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ 18,950	\$ 10,000	\$ 8,950
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -	\$ -	\$ -
	\$ 417,000	\$ 151,518	\$ 10,000	\$ 12,291
Actual Budget Allocations:				
2020	\$ 125,000			
Prior Years - Carry-forward	\$ 110,527			
Total Available for 2020	\$ 235,527			
2020 Annual Funding Shortfall including carry-overs	\$ (181,473)			
Total Available for 2020 less Projects Committed		\$ 84,009		
Remaining Available less Projects Proposed			\$ 74,009	

Attachment 3B
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
12049 Tecumseh Road
Parking Area Improvement Grant Program
CIP Incentives Financial Summary Chart No. 2

CIP Approved Projects and Funding Since Inception											
Project Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	PBS Report #
CIP-01/16	Buckingham Realty	\$ 1,475								\$ 1,475	05-16
CIP-02/16	Frank Brewing Co.							\$ 2,000		\$ 2,000	09-16
CIP-03/16	1614840 Ontario Ltd.		\$ 2,000	\$ 80,784						\$ 82,784	13-16
CIP-04/16	Valente Development Corp.			\$ 80,003						\$ 80,003	20-16
CIP-02/17	Valente Development Corp.			\$ 78,120						\$ 78,120	07-17
CIP-03/17	Lesperance Plaza Inc				\$ 15,000					\$ 15,000	17-17
CIP-04/17	St. Anne Church				\$ 15,000					\$ 15,000	21-17
CIP-05/17	Carrots N Dates							\$ 2,000		\$ 2,000	22-17
CIP-06/17	Buckingham Realty				\$ 15,000					\$ 15,000	26-17
CIP-01/18	1071 Lesperance Road – c/o Lesperance Square Inc.	\$ 3,000								\$ 3,000	PBS 2018-14
CIP-02/18	12350 Tecumseh Rd. - Tecumseh Historical Society							\$ 1,000		\$ 1,000	PBS 2018-16
CIP-03/18	Buckingham Realty		\$ 600							\$ 600	PBS 2018-17
CIP-04/18	1071 Lesperance Road – c/o Lesperance Square Inc.			\$ 5,416	\$ 15,000	\$ 40,000				\$ 60,416	PBS 2018-18
CIP-05/18	12357 Tecumse Road - Bosely Hair					\$ 20,000				\$ 20,000	PBS 2018-19
CIP-06/18	Team Goran Inc.				\$ 4,000					\$ 4,000	PBS 2018-33
CIP-07/18	1122 Lesperance (2586168 ON)	\$ 3,000								\$ 3,000	PBS 2018-39
CIP-08/18	1122 Lesperance (2586168 ON)				\$ 15,000					\$ 15,000	PBS-2018-42
CIP-09/18	1122 Lesperance (2586168 ON)		\$ 562							\$ 562	PBS-2018-23
CIP-01/19	11958 Tecumseh Road	\$ 3,000								-	PBS-2019-15
CIP-02/19	12222 Tecumseh Road						\$ 9,575			\$ 9,575	PBS-2019-29
CIP-03/19	Buckingham Realty						\$ 438			\$ 438	PBS-2019-34
CIP-04/19	Villa Pia Investments - 12000 Tecumseh Road	\$ 3,000	\$ 1,075							\$ 4,075	PBS-2019-38
CIP-05/19	11865 Tecumseh Road	\$ 3,000								-	PBS-2020-01
CIP-07/19	11957 Tecumseh Road			\$ 100,000						\$ 100,000	PBS-2020-03
CIP-01/20	1222 Lesperance Road	\$ 3,000								\$ 3,000	PBS-2020-04
CIP-06/19	Villa Pia Investments - 12000 Tecumseh Road			\$ 26,152						\$ 26,152	PBS-2020-11
CIP-02/20	1033 Lesperance Road - Desjardins Insurance				\$ 3,416		\$ 8,950			\$ 12,366	PBS-2020-15
CIP-03/20	12137 Tecumseh Road - The Job Shoppe						\$ 10,000			\$ 10,000	PBS-2020-16
CIP-04/20	11870 Tecumseh Road - Gateway Tower Inc			\$ 100,000						\$ 100,000	PBS-2020-19
CIP-06/20	12357 Tecumse Road - Bosely Hair	\$ 3,000								\$ 3,000	PBS-2020-31
	Total	\$ 21,000	\$ 4,237	\$ 470,475	\$ 82,416	\$ 60,000	\$ 28,963	\$ 4,000	\$ 1,000	\$ 666,091	
										GRANT PAID	
										GRANT RECINDED	

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 71

Being a by-law to impose late payment charges for non-payment of taxes or any installment of taxes by due date

Whereas under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (1), a municipality may impose late payment charges for the non-payment of taxes or any installment by the due date;

And Whereas under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (2), a percentage charge, not to exceed 1-1/4% of the amount of taxes due and unpaid, may be imposed as a penalty for the non-payment of taxes on the first day of default or such later date as may be prescribed;

And Whereas under the provision of The Municipal Act 2001, S.O. 2001, c.25, Section 345 (3) interest charges, not to exceed 1-1/4% each month of the amount of taxes due and unpaid, may be imposed for the non-payment of taxes in the manner specified in the by-law but interest may not start to accrue before the first day of default;

And Whereas the Council of the Corporation of the Town of Tecumseh deems it expedient to impose such a penalty charge on overdue taxes and interest charge on tax arrears;

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

1. **That** overdue taxes are those taxes that have been levied in 2021 and have not been paid on or before the last day of the month payment is due.
2. **That** tax arrears are taxes that are due and unpaid after December 31st of the year in which they are levied.
3. **That** the penalty charge to be imposed on overdue taxes and the interest charge to be added to tax arrears shall be 1-1/4% per month, being 15% per annum.
4. **That** the penalty charge for overdue taxes shall be imposed on the first day of each calendar month following default, but not after December 31, 2021.
5. **That** the Treasurer shall give notice of this by-law in accordance with Section 348(2) of The Municipal Act 2001.
6. **That** the Treasurer shall add to the amount of all tax arrears due and unpaid, interest at the rate specified in paragraph 3 of this by-law effective January 1, 2021, and thereafter on the first day of each calendar month.
7. **That** no interest or penalty added to taxes shall be compounded.

8. **That** all by-laws or sections of by-laws inconsistent with this by-law be and are hereby repealed.
9. **That** this by-law shall come into force and take effect on January 1, 2021.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 72

Being a by-law to provide for an Interim Tax Rate for the Year 2021.

Whereas Section 342(1)(a) of The Municipal Act 2001, S.O. 2001 c.25 provides that a local municipality may pass a by-law providing for the payment of taxes in one amount or by installments and the date or dates in the year for which taxes are imposed on which the taxes or installments are due;

And Whereas Section 342(1)(b) of The Municipal Act 2001, S.O. 2001 c.25 provides that a local municipality may pass a by-law providing for alternative installments and due dates in the year for which the taxes are imposed other than those established under Section 342(1)(a) to allow taxpayers to spread the payment of taxes more evenly over the year;

And Whereas Section 342(3) of The Municipal Act 2001, S.O. 2001 c.25 provides that a taxpayer shall pay taxes in accordance with the installments and due dates established, unless the municipality has established alternative installments and due dates, and the Treasurer receives and approves the taxpayer's request to use the alternative installments and due dates;

And Whereas Section 342(4) of The Municipal Act 2001, S.O. 2001 c.25 provides that where the Treasurer has approved a request for payment of taxes in alternative installments established by a municipality, the taxes of the taxpayer are payable in accordance with the alternative installments and due dates;

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

1. **That** an interim tax rate will be made for the Year 2021.
2. **That** an interim rate of 50% of the previous year's billed amount is hereby imposed and levied on all classes, less write-offs and supplementary adjustments.
3. **That** the interim tax rate on real property assessments will be due in two (2) installments; the first installment due February 24, 2021, and the second installment due April 28, 2021.
4. **That** taxpayers may apply to the Treasurer for payment of taxes in 10 equal installments on the 15th day in each of the months of February through to and including November, and that each of the said installments to be withdrawn directly from the ratepayer's bank account and deposited directly into the Town's bank account.

5. **That** this by-law shall come into force and take effect upon and after the final reading thereof.
6. **That** all by-laws not consistent with this by-law be and are hereby repealed.
7. **That** the Treasurer shall send a tax bill to the taxpayer's residence or place of business or to the premises in respect of which taxes are payable [Section 343 (6)].
8. **That** this by-law shall come into force and take effect upon the third and final reading thereof.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 73

Being a by-law to amend By-law 85-18, the Town's Comprehensive Zoning By-law for those lands in the former Township of Sandwich South.
(D19 DESRO – 13375 Desro Drive)

Whereas By-law No. 85-18 is the Town's comprehensive zoning by-law regulating the use of lands and the character, location and use of buildings and structures within the Town of Tecumseh, for lands situated within the former Township of Sandwich South;

And whereas the Council of the Corporation of the Town of Tecumseh deems it necessary and in the best interest of proper planning to further amend By-law No. 85-18;

And whereas this By-law conforms to the Official Plan in effect for the Town of Tecumseh for lands in the former Township of Sandwich South, as amended;

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

1. **That** Schedule "A", Map 3, to By-law 85-18, as amended, is hereby further amended by changing the zoning classification for those lands as depicted on Schedule "A" attached hereto and forming part of this by-law from "Industrial Zone (M1-10)" to "Industrial Zone (M1-26)".
2. That By-law 85-18, Section 14, Industrial Zone (M1) Regulations, as amended, is hereby further amended by the addition of a new subsection 14.3.26 to immediately follow subsection 14.3.25 and to read as follows:

"14.3.26 Defined Area M1-26 as shown on Schedule "A", Map 3, of this By-Law.

a) Permitted Uses

- i) all uses permitted in the Industrial (M1) zone;
- ii) general or business and/or professional offices;
- iii) accessory uses.

b) Permitted Building and Structures

- i) Buildings and structures for the uses permitted in subsection 14.3.26 a) of this By-law;

ii) Accessory buildings and structures for the uses permitted in subsection 14.3.26 a) of this By-law.

c) Zone Provisions

All lot and building requirements shall be in accordance with subsections 14.1.3 to 14.2.5, inclusive of this By-law, with the exception of the following:

i) Minimum Number of Parking Spaces 17 spaces

d) Other Zone Provisions

The provisions of subsections 14.1.16 of this By-law shall not apply to lands zoned M1-26.”

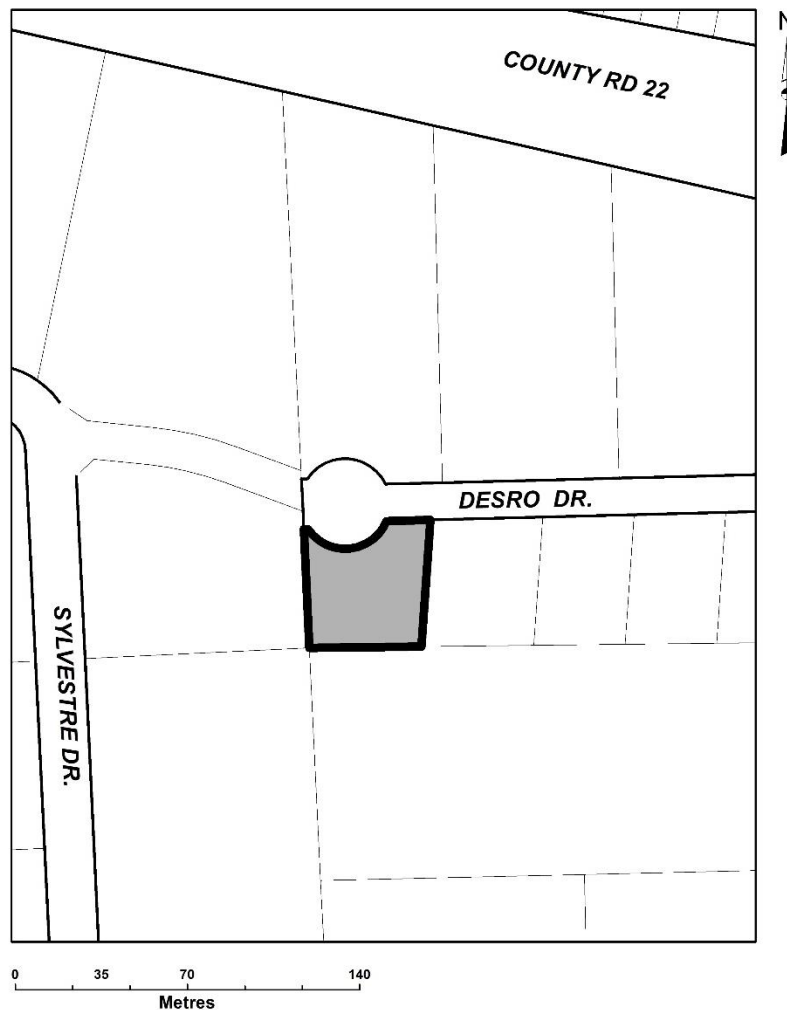
3. This By-law shall take effect from the date of passage by Council and shall come into force in accordance with Section 34 of the *Planning Act, R.S.O. 1990*.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

SCHEDULE "A"
13375 DESRO DRIVE
TOWN OF TECUMSEH



Change from "M1-10" to "M1-26"

This is Schedule "A" to By-law No. 2020-73.
Passed the 24th day of November, 2020.

Signed

Mayor

Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 74

Being a by-law to execute a Site Plan Control Agreement between The Corporation of The Town of Tecumseh and 2292093 Ontario Inc.

Whereas 2292093 Ontario Inc. owns certain lands situated within the corporate limits of the Town of Tecumseh (Lands);

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

And Whereas where site plan control is in effect, Section 41 of the Act states that the approval of plans by municipal council is required prior to developments of the Lands, and that the municipality may require the owners to enter into an Agreement with the municipality respecting certain prescribed matters;

And Whereas as a condition of agreeing to development, the Corporation has requested 2292093 Ontario Inc. to enter into a Site Plan Agreement;

And Whereas the proposed development of the Lands is in accordance with the Official Zoning Plan and Zoning By-law of the Corporation;

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

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

1. **That** the Mayor and Clerk be are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute a Site Plan Control Agreement between The Corporation of the Town of Tecumseh and 2292093 Ontario Inc. dated the 24th day of November 2020, a copy of which Site Plan Control Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Site Plan Control Agreement.
2. **And That** this by-law shall come into force and take effect upon on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

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

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

ARTICLE 7 - DEFAULT

- 7.1 - Stop Work
- 7.2 - Municipality May Complete

ARTICLE 8 - REGISTRATION AND CONSENTS

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

ARTICLE 9 - MISCELLANEOUS

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

SCHEDULES

- Schedule “A” - The Lands
- Schedule “B” - Site Plan
- Schedule “C” – Site Service Plan
- Schedule “D” - Landscape Plan
- Schedule “E” – Photometric Plan

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

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.

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.

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.

3.1 CONDITIONS

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:

- ### 3.1.2 Conditions Subsequent

- 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;

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

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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.

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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

THE CORPORATION OF THE
TOWN OF TECUMSEH

Per: _____
Gary McNamara - MAYOR

Laura Moy - CLERK

2292093 ONTARIO INC.

Per: Christopher Leavens, President

SCHEDULE "A"

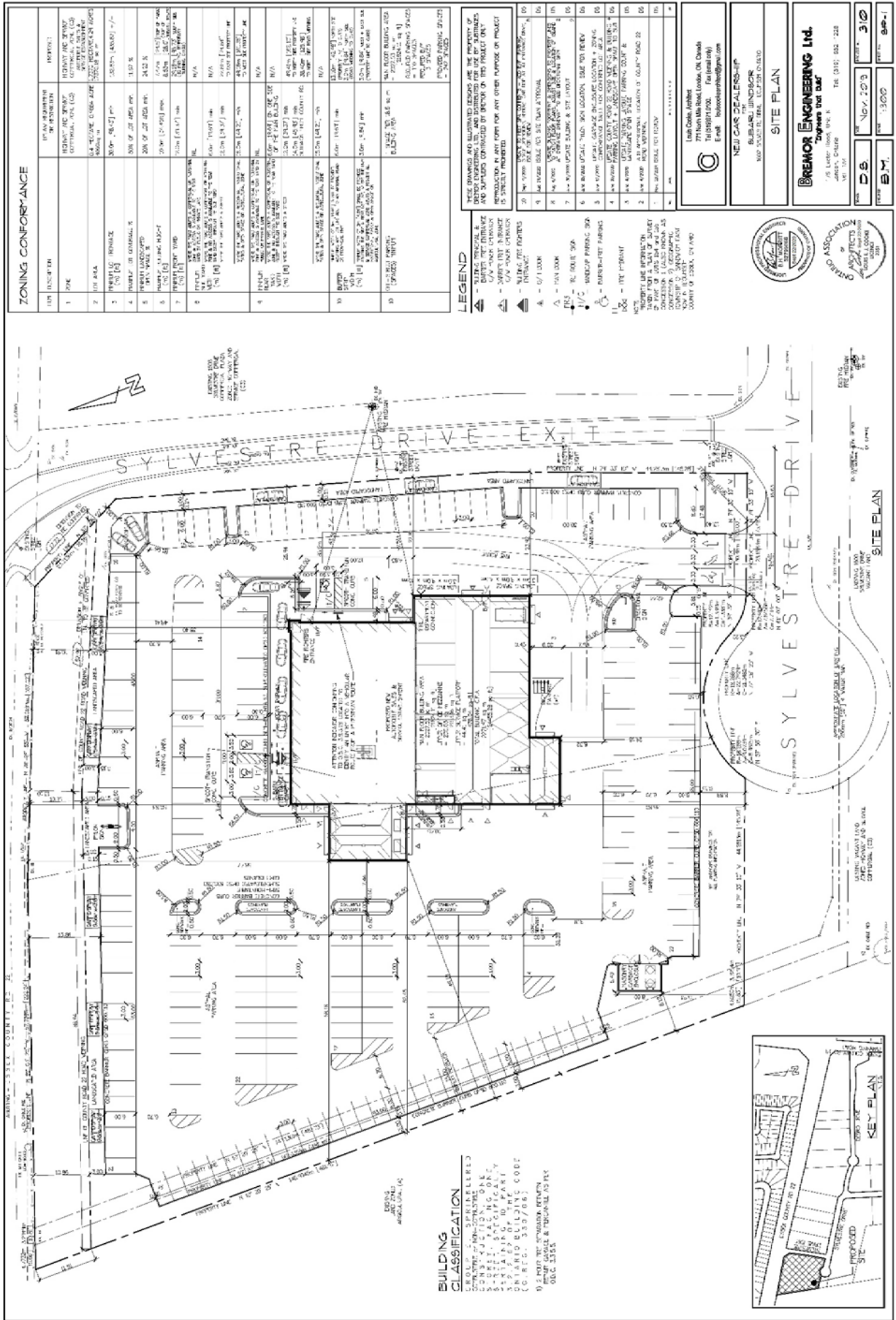
THE LANDS

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

SCHEDULE "B"
SITE PLAN



SITE SERVICE PLAN

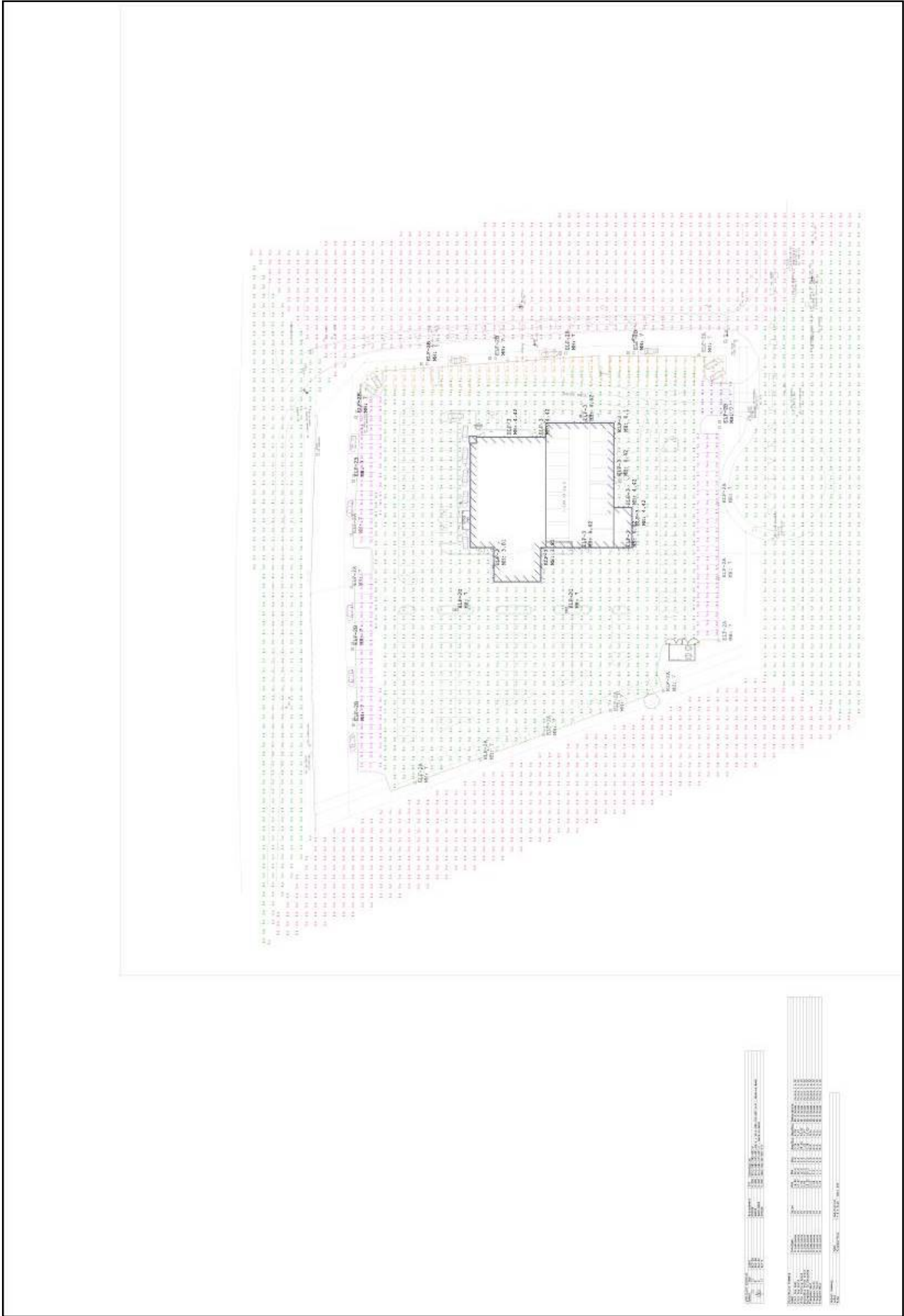


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SCHEDULE "E"

PHOTOMETRIC PLAN



The Corporation of the Town of Tecumseh

By-Law Number 2020 - 75

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

Whereas Section 391 of *The Municipal Act, 2001 S.O. 2001, c. M.25* authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board; and for the use of its property including property under its control;

AND WHEREAS *The Municipal Act, 2001, S.O, 2001, C. M25* grants a municipality the power to pass by-laws that impose specific fees for licensing, services, permits and other reasons;

AND WHEREAS Section 69 of *The Planning Act, R.S.O 1990 c.P. 13* grants a Council of a municipality, by-law, and a planning board, by resolution, authority to establish a tariff of fee for the processing of applications made in respect of planning matters;

AND WHEREAS Section 446(1) of *The Municipal Act S. O. 2001, c.M.25* authorizes a municipality under this or any other Act or under a bylaw under this or any other Act to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense;

AND WHEREAS the Council of The Corporation of the Town of Tecumseh deems it desirable to prescribe administrative fees and charges for The Corporation of the Town of Tecumseh, not otherwise prescribed by by-law;

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

1. In this By-law:
 - (a) "Council" means the municipal Council of The Corporation of the Town of Tecumseh;
 - (b) "Month" means any consecutive thirty day time period;
 - (c) "Town" means The Corporation of the Town of Tecumseh;
 - (d) "Treasurer" means the Treasurer of The Corporation of the Town of Tecumseh.
2. Schedules "A" to "H" attached hereto and forming part of this By-law shall be adopted and prescribed as the administrative fees or charges for the Town.
3. Any person who makes an application to, or a request for services of, or enters into an agreement with, or obtains an approval from, the Town, in respect of the things or matters set out in this By-law, shall pay to the Treasurer the applicable administrative fees or charges set out in the Schedules "A" to "H" of this By-law unless otherwise provided for in this By-law, and such administrative fees and charges are not refundable and are payable upon the person making such application or request for services or entering into such agreement or obtaining such approval.
4. The administrative fees and charges listed in Schedules "A" to "H" attached to this By-law will be subject to applicable taxes including but not limited to Harmonized Sales Tax (HST).
5. Interest on all amounts due and unpaid shall be charged at the rate of 2.0 percent per Month.

6. Any administrative fees or charges imposed under this By-law constitute a debt of the person to the Town and may be added by the Treasurer, together with interest, to the tax roll for any real property in the municipality all of the owners of which are responsible for paying such administrative fees and charges to be collected in like manner as municipal taxes.
7. Nothing in this By-law shall be so construed as to prevent the Council from reducing or waiving any administrative fee or charge set under this By-law.
8. Should any section, subsection, clause or provision of this By-law or its Schedules "A" to "H" be declared by a court of competent jurisdiction to be invalid, the said section, subsection, clause or provision shall not affect the validity of this By-law or its Schedules "A" to "H" as a whole or any part thereof, other than the part so declared to be invalid.
9. That any by-law(s) inconsistent with this by-law are hereby repealed.
10. This by-law may be cited as the "Administrative Fees and Charges By-law".
11. This By-law shall come into force and take effect on January 1, 2021.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Archival Research - per hour or part thereof with a minimum fee of one hour plus cost of photocopying or plotting	\$ 40.00	\$ 40.00	Y
Photocopies (per page)	-	-	-
a) 11inch X 17 inch	\$ 0.66	\$ 0.66	Y
b) 11inch X 17 inch (Colour)	\$ 2.65	\$ 2.65	Y
c) 8-1/2 inch x 11 inch	\$ 0.18	\$ 0.18	Y
d) 8-1/2 inch x 11 inch (Colour)	\$ 1.33	\$ 1.33	Y
e) 8-1/2 inch x 14 inch	\$ 0.62	\$ 0.62	Y
f) 8-1/2 inch x 14 inch (Colour)	\$ 1.77	\$ 1.77	Y
g) Bound publications	\$ 8.85	\$ 8.85	Y
Maps, plans on plotter - per square foot	\$ 3.54	\$ 3.54	Y
Maps, plans on plotter - per square foot (Colour)	\$ 6.20	\$ 6.20	Y
Large Format Scanning - per square foot	\$ 4.20	\$ 4.20	Y
Geo-referenced data (reference Policy #43)	-	-	-
a) Each Segment (layer)	20% of cost	20% of cost	Y
b) Per parcel/entity	\$ 0.20	\$ 0.20	Y
c) Data production service fee	\$ 55.39	\$ 55.39	Y
Digital data on CD/DVD	\$ 55.39	\$ 55.39	Y
Compliance Reports	-	-	-
a) Building	\$ 77.00	\$ 77.00	N
b) Fire	\$ 67.25	\$ 67.25	N
c) Public Works	\$ 67.00	\$ 67.00	N
d) Tax Certificates	\$ 72.00	\$ 72.00	N
Municipal Paraphernalia	-	-	-
a) Town pins - each	\$ 0.44	\$ 0.44	Y
b) Town golf shirts - each	\$ 22.79	\$ 22.79	Y
c) Baseball Caps	\$ 9.29	\$ 9.29	Y
d) Town of Tecumseh flags	\$ 35.28	\$ 33.76	Y
e) Canadian flags	\$ 32.10	\$ 34.20	Y
f) Ontario flags	\$ 53.54	\$ 53.54	Y
Return Cheque	\$ 29.00	\$ 29.00	N
Burial permit	\$ 15.00	\$ 15.00	N
Marriage License	\$ 130.00	\$ 130.00	N
Marriage Solemnization - Weekends & Holidays	\$ 350.00	\$ 350.00	Y
Marriage Solemnization - Weekdays	\$ 250.00	\$ 250.00	Y
Marriage Rehearsal	\$ 50.00	\$ 50.00	Y
Reprint Tax Bills	\$ 10.00	\$ 10.00	N
Tax Registration administration fee (plus costs)	\$ 255.00	\$ 255.00	N
Refund or Misdirected Payment Fee	\$ 20.00	\$ 20.00	N
By-Law Enforcement Administration Fee	-	-	-
Corrective work performed under any Town of Tecumseh By-law	\$ 125.00	\$ 125.00	N

By-Law 2020-75 Schedule B - Fire Department

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Property Inspection by request; Determination of occupancy; New construction (Ontario Building Code); Licensing (Liquor Licensing Board of Ontario); Change in property use (per inspection)	-	-	Y/N
a) Sq. Ft from 0 to 2,500	\$ 70.06	\$ 70.06	Y
b) Sq. Ft from 2,501 to 5,000	\$ 102.39	\$ 102.39	Y
c) Sq. Ft. from 5,001 to 10,000	\$ 150.94	\$ 150.94	Y
d) Sq. Ft. from 10,001 to 20,000	\$ 269.56	\$ 269.56	Y
e) Sq. Ft. from 20,001 and over	\$ 404.34	\$ 404.34	Y
Fire assistance for private standby beyond normal fire protection at Commercial or industrial premises: Per hour per manned apparatus	Current MTO Rate	\$ 465.42	Y
Risk Safety Management Plan Review Level 1 Propane Facility Note 1 (per review)	\$ 231.79	\$ 231.79	Y
Risk Safety Management Plan Review Level 2 Propane Facility	\$ 1,768.21	\$ 1,768.21	Y
Engineering Peer Review of RSMP Submits	at cost	at cost	
Daycare Inspection License approval (each)	\$ 70.06	\$ 70.06	Y
Daycare Inspection License Approval follow-up (each)	\$ 26.94	\$ 26.94	Y
Fire Inspection of apartments, boarding and lodging houses made under retrofit apartments in single family dwelling (per request)	-	-	-
a) Owner's Request	\$ 269.56	\$ 269.56	Y
b) From Complaint	\$ 404.34	\$ 404.34	Y
c) Orders Issued	\$ 404.34	\$ 404.34	Y
Fire flow testing private hydrants or request for flow test information (per test)	\$ 70.06	\$ 70.06	Y
Fire Scene photographs on disc (per incident)	\$ 9.71	\$ 9.71	Y
Room Rental (per day)	\$ 145.55	\$ 145.55	Y
Training Tower Rental	-	-	-
a) Building Rental (per day)	\$ 345.01	\$ 345.01	Y
b) Staffing (Other duties rate per hour)	2 FF	2 FF	Y
Smoke House Rental	-	-	-
a) Building Rental (per day)	\$ 452.80	\$ 452.80	Y
b) Staffing (Other duties rate per hour)	2 FF	2 FF	Y
c) Materials (per day)	\$ 113.18	\$ 113.18	Y
Confined Space Rental	-	-	-
a) Building Rental (per day)	\$ 458.23	\$ 458.23	Y
b) Staffing (Other duties rate per hour)	2FF	2FF	Y
c) 1Fire Vehicle Standby with 4 Firefighters (per hour)	Current MTO Rate	\$ 465.42	Y
False Alarm	-	-	-
a) Fire Alarm Registration	\$ 25.00	\$ 25.00	N
b) At Fault False Alarm - MTO Rate	Current MTO Rate	\$ 100.00	N

****Note 1 - Legal and/or engineering/consulting fees, if required, will be added to the base fee**

By-Law 2020-75 Schedule C - Police Services

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Criminal Record, Police Record & Vulnerable Sector Check - Employment	\$ 41.00	\$ 41.00	N
Duplicate Copy of Criminal and Police Record Check	\$ 9.74	\$ 9.74	Y
Criminal Record, Police Record & Vulnerable Sector Check - Volunteer	no charge	no charge	n/a
Occurrence Confirmation Reports/Incident Reports	\$ 52.21	\$ 52.21	Y
Technical Traffic Collision Report	\$ 1,089.38	\$ 794.69	Y
Reconstructionist Report	\$ 2,054.87	\$ 1,527.43	Y

By-Law 2020-75 Schedule D - Planning Department

Administrative Fees and Charges 2021

TYPE OF FEE		2021 FEES	2020 FEES	HST
Application for Consent per severed lot See Note 1		\$ 625.00	\$ 625.00	N
Change a Conditional approval		\$ 150.00	\$ 150.00	N
Special Meeting Fee		\$ 625.00	\$ 625.00	N
Application Fee Minor Variance		\$ 625.00	\$ 625.00	N
Application Fee Official Plan Amendment	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Zoning By-law Amendment Regulation	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Zoning By-law Amendment Minor See Note 2	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,350.00	\$ 1,350.00	-
Application Fee Holding removal By-law		\$ 775.00	\$ 775.00	N
Application Fee Temporary Use By-law	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 250.00	\$ 250.00	-
	Total	\$ 1,350.00	\$ 1,350.00	-
Application Fee Renewal Temporary Use By-law		\$ 775.00	\$ 775.00	N
Application Fee Plan of Sub-division/Condominium	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Part Lot Control By-law		\$ 775.00	\$ 775.00	N
Application Fee Development Control Agreement New	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 3,500.00	\$ 3,500.00	-
	Total	\$ 5,700.00	\$ 5,700.00	-
Application Fee Development Control Agreement Amendment	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,600.00	\$ 1,600.00	-
Application Fee Site Plan Control Agreement new	Fee	\$ 2,200.00	\$ 2,200.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 2,700.00	\$ 2,700.00	-
Application Fee Site Plan Control Agreement Major	Fee	\$ 1,100.00	\$ 1,100.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,600.00	\$ 1,600.00	-
Application Fee Site Plan Control Agreement Minor See Note 3	Fee	\$ 775.00	\$ 775.00	N
	Deposit	\$ 500.00	\$ 500.00	-
	Total	\$ 1,275.00	\$ 1,275.00	-

Note 1: Where multi-lot development is proceeding by consent, one application and **\$625.00 fee** will be required per each new, individual lot proposed to be created.

Note 2: A minor zoning by-law amendment application is proposed to include the following: For sites currently zoned Agricultural - any addition to the permitted range of users; for sites already zoned - any change to existing regulations.

Note 3: Upon the depletion of the **\$500.00** deposit amount required to cover the costs for outside technical services (including but not limited to, engineering and legal services), the applicant will be required to submit an additional deposit of **\$500.00**. All costs incurred by the Town for outside technical services over and above the deposit will be reimbursed to the Town by the applicant

By-Law 2020-75 Schedule E - Pubic Works
Administrative Fees and Charges 2021

TYPE OF FEE		2021 FEES	2020 FEES	HST
Sanitary Sewer Inspections	-	-	-	-
a) within road and 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 2,000.00 \$ 2,143.00	\$ 143.00 \$ 2,000.00 \$ 2,143.00	N - -
b) beyond 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Storm Sewer Inspections	-	-	-	-
a) within road and 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 2,000.00 \$ 2,143.00	\$ 143.00 \$ 2,000.00 \$ 2,143.00	N - -
b) beyond 5 ft back of curb	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Curb Cuts	Fee Indemnity Total	\$ 72.00 \$ 500.00 \$ 572.00	\$ 72.00 \$ 500.00 \$ 572.00	N - -
Road Crossings	Fee Indemnity Total	\$ 281.00 \$ 2,000.00 \$ 2,281.00	\$ 281.00 \$ 2,000.00 \$ 2,281.00	N - -
Culverts	Fee Indemnity Total	\$ 143.00 \$ 500.00 \$ 643.00	\$ 143.00 \$ 500.00 \$ 643.00	N - -
Weed cutting	-	\$ -	\$ -	-
a) minimum charge	-	\$ 345.00	\$ 345.00	Y
b) hourly rate	-	\$ 398.00	\$ 398.00	Y
Construct a paved driveway entrance	Fee Indemnity Total	\$ 143.00 \$ 1,000.00 \$ 1,143.00	\$ 143.00 \$ 1,000.00 \$ 1,143.00	N - -
Construct an unpaved driveway entrance	Fee Indemnity Total	\$ 143.00 \$ 500.00 \$ 643.00	\$ 143.00 \$ 500.00 \$ 643.00	N - -
Signs	-	\$ -	\$ -	-
a) Handicap, Fire Route & No Parking	-	\$ 61.00	\$ 61.00	N
b) Sign Posts	-	\$ 61.00	\$ 61.00	N
General labour charges per hour	-	\$ 76.11	\$ 76.11	Y
Drainage Tiles Inspection	-	\$ 66.00	\$ 66.00	N
Municipal Drain Apportionment Agreement	-	\$ 185.00	\$ 185.00	N

By-Law 2020-75 Schedule F- Parks and Recreation

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Park Pavilion Rental	-	-	-
a) Private Use	\$ 119.00	\$ 119.00	Y
b) Commercial Corporations	\$ 204.00	\$ 204.00	Y
c) School Use	\$ 60.00	\$ 60.00	Y
d) Lacasse Pavillion/Leisure Pool Rental Combo	\$ 60.00	\$ 60.00	Y
e) Hourly Rental (Outdoor Program Instruction)	\$ 15.00	-	Y
Room Rentals - Arena	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat)	\$ 42.00	\$ 42.00	Y
b) Private use - Horwood Room (Flat)	\$ 140.00	\$ 140.00	Y
c) Private use - Horwood Room (Hourly)	\$ 28.50	\$ 28.50	Y
d) Private use - Centre Ice Room (Flat)	\$ 158.00	\$ 158.00	Y
e) Private use - Centre Ice Room (Hourly)	\$ 33.50	\$ 33.50	Y
f) Private use - Centre Ice Room Seasonal Contract (Hourly)	\$ 32.00	\$ 32.00	Y
g) Private use - Boardroom (Hourly)	\$ 15.50	\$ 15.30	Y
h) Lobby (Flat)	\$ 25.00	\$ 25.00	Y
i) Kitchen with room rental (Flat)	\$ 25.00	\$ 25.00	Y
j) Kitchen only (Hourly)	\$ 15.50	-	Y
k) Kitchen only (Flat)	\$ 60.00	-	Y
l) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 100.00	N
m) Facility Staff Set-Up & Clean-Up 2 staff for 1 hour	\$ 62.00	\$ 31.00	Y
Audio Visual Equipment	-	-	-
a) Overhead Projector & screen / DVD Player	\$ 25.50	\$ 25.50	Y
b) Podium/Sound System	\$ 25.50	\$ 25.50	Y
c) Movie Screen System (4-hours)	\$ 260.00	\$ 260.00	Y
Room Rentals - St. Clair Beach Community Centre	-	-	-
a) Affiliated Comm. Organizations (Local Non-profit) (Flat 1 room)	\$ 42.00	\$ 42.00	Y
b) Private use - 1 Room (Flat)	\$ 145.00	\$ 145.00	Y
c) Kitchen (Flat)	\$ 25.00	\$ 25.00	Y
d) Private Use - 1-Room (Hourly)	\$ 31.50	\$ 31.50	Y
e) Private Use - 2-Room (Hourly)	\$ 50.00	\$ 50.00	Y
f) Entire Building - All Day Use	\$ 265.00	\$ 265.00	Y
g) Security Deposit for Alcohol Rentals or 50% of total rental, whichever is less	\$ 500.00	\$ 100.00	N
Parks Commemorative Program	-	-	-
a) Park Bench with new concrete pad	\$ 2,000.00	\$ 2,000.00	N
b) Park Bench existing	\$ 1,600.00	\$ 1,600.00	N
c) Tree Planting donation	\$ 500.00	\$ 500.00	N
d) Tree Planting donation with Plaque	\$ 850.00	-	N
Court Keys	-	-	-
a) Tennis Court	\$ 27.00	\$ 26.50	Y
b) Tennis Court (1/2 season starting Sept. 1st)	\$ 13.50	\$ 13.25	Y
c) Pickleball/per person	\$ 27.00	\$ 26.50	Y
d) Pickleball/per person (1/2 season starting Sept. 1st)	\$ 13.50	\$ 13.25	Y
e) Tennis/Pickleball Combo Key/per person	\$ 43.00	\$ 42.00	Y
f) Tennis/Pickleball Combo Key/per person (1/2 season)	\$ 21.50	\$ 21.00	Y
g) Lost Key Replacement	\$ 12.00	\$ 10.00	Y
h) Association court time access	Negotiated	-	
Special Event - Lakewood Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)*	\$ 500.00	\$ 500.00	Y
Special Event 1 day	\$ 1,000.00	\$ 1,000.00	Y
Special Event 2 day	\$ 1,750.00	\$ 1,750.00	Y
Special Event 3 day	\$ 2,250.00	\$ 2,250.00	Y
Special Event 4 day	\$ 2,750.00	\$ 2,750.00	Y
Wedding Ceremonies (Lakewood South)	\$ 250.00	\$ 250.00	Y
Wedding Receptions (Lakewood South)	\$ 750.00	\$ 750.00	Y
Special Event - Lacasse Park/McAuliffe Park	-	-	-
Special Event 1 day (Non-Paid Admission Events)	\$ 500.00	\$ 500.00	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Special Event 1 day	\$ 750.00	\$ 750.00	Y
Non-profit Triathlon/Cross country/Walkathon Park	-	-	-
Rental (per hour - maximum 5 hours)	\$ 87.50	\$ 87.50	Y
School (per hour - maximum 5 hours)	\$ 52.00	\$ 52.00	Y
Additional Special Event Charges	-	-	-
Special Event - Hosted in Municipal Parking Lot	\$ 200.00	\$ 200.00	Y
Building Key Deposit	\$ 200.00	\$ 200.00	Y
Security Deposit for Noise Bylaw Exemptions	\$ 500.00	\$ 500.00	N
Mapping services (IT Department) - 3 hours	\$ 135.00	\$ 135.00	Y
Food/Beverage Sales	\$ 260.00	\$ 260.00	Y
Greenspace Parking	\$ 1,000.00	\$ 1,000.00	Y
Greenspace Parking - damage deposit	\$ 500.00	\$ 500.00	N
Special Event Hydro (Per day)	\$ 200.00	\$ 200.00	Y
Garbage collection Town Staff (per can/per day)	\$ 3.00	\$ 3.00	Y
Special Event Set-up & Take down (per day)	\$ 320.00	\$ 320.00	Y
Special Event Tent rental (15'x15' - 1 - 3 days)	\$ 230.00	\$ 230.00	Y
Temporary Stage	\$ 300.00	\$ 300.00	Y
Security Fencing:			
8ft high x 6ft wide Panels	-	-	-
4ft high x 7ft wide Panels	-	-	-
a) Per Panel (1 - 5 day event) delivered only	\$ 3.75	\$ 3.75	Y
b) Per Panel (1 month) delivered only	\$ 7.00	\$ 7.00	Y
c) Per Panel (1 - 5 day event) installed	\$ 6.00	\$ 6.00	Y
d) Per Panel (1 month) installed	\$ 9.25	\$ 9.25	Y
Sports Fields rental (Max 4 hr block)	-	-	-
Ball Diamond - Adult	\$ 37.17	\$ 36.28	Y
Ball Diamond - Youth	\$ 22.12	\$ 21.24	Y
Ball Diamond with lights - Adult	\$ 57.52	\$ 56.64	Y
Ball Diamond with lights - Youth	\$ 36.28	\$ 35.40	Y
Soccer Pitch - Adult	\$ 37.17	\$ 36.28	Y
Soccer Pitch - Youth	\$ 22.12	\$ 21.24	Y
User Group: per registrant (Ball/Soccer)	\$ 5.00	\$ 5.00	N
Ice Rental - hourly	-	-	-
Ice Rental - Prime Time (effective April 1) Monday to Friday; 3:30 PM to Midnight All day Saturday & Sunday	\$ 173.76	\$ 172.88	Y
Ice Rental - Non- Prime Time (effective April 1) Monday to Friday, 6:00 AM to 3:30 PM	\$ 138.36	\$ 137.48	Y
1-8 people: Non-Prime 6am-3pm (Party / small group instruction)	\$ 118.89	\$ 118.01	Y
1/2 Ice: Ice barriers mandatory (max 8 players excluding coaches)	\$ 78.91	\$ 78.03	Y
Summer Weekend Sat/Sun	\$ 118.89	\$ 118.01	Y
Tournament/Event booking 35 hrs or more April - Aug	\$ 118.89	\$ 118.01	Y
Municipal or Municipal partnership program Apr - Aug	\$ 118.89	\$ 118.01	Y
Lifecycle Hourly Capital Surcharge	\$ 5.00	\$ 5.00	Y
Lifecycle Hourly Capital Surcharge for 1/3 and 1/2 ice	\$ 2.50	\$ 2.50	Y
Public Skating	-	-	-
Open/Parent & Tot/Adult Skate	\$ 3.54	\$ 3.54	Y
Open/Parent & Tot/Adult Skating Card (10 skates + 5 bonus)	\$ 35.40	\$ 35.40	Y
Family rate (up to 5)	\$ 11.06	\$ 11.06	Y
Figure Skating Practice (day use if available)	\$ 8.85	\$ 8.85	Y
Sponsorship (per hour)	\$ 265.49	\$ 265.49	Y
Weekend Public Skating - Individual	\$ 4.43	\$ 4.43	Y
Weekend Public Skating - Family (up to 5 people)	\$ 13.27	\$ 13.27	Y
Weekend Public Skating - Individual Season Pass	\$ 70.80	\$ 70.80	Y
Weekend Public Skating - Family Season Pass	\$ 212.39	\$ 212.39	Y
Shinny Hockey (per person)	\$ 7.08	\$ 7.08	Y
Shinny Weekday Card	\$ 70.80	\$ 70.80	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Senior Shinney Hockey	\$ 4.43	\$ 4.43	Y
Arena Floor (Non ice rentals)	-	-	-
a) Special Events (Not for Profit per hour)	\$ 100.00	\$ 100.00	Y
b) Lacross/ball hockey/inline skating etc (per hour)	\$ 68.14	\$ 68.14	Y
c) Commercial Rental (per day)	\$ 1,528.50	\$ 1,528.50	Y
d) Multiple Day Rental (to be negotiated)	Negotiated	Negotiated	Y
Program/Rental Administration Fees	-	-	-
a) Program Transfer/Withdrawal Fee	\$ 11.06	\$ 11.06	Y
b) Rental Cancellation Fee	\$ 26.55	\$ 26.55	Y
Marketing and Advertising	-	-	-
a) Ice Resurfacer Wrap - 3 year (Fee plus cost of wrap production/installation)	\$ 5,100.00	\$ 5,100.00	Y
b) In-Ice Advertising	\$ 1,000.00	\$ 1,000.00	Y
c) Rink Boards (Max size 32" x120", yearly contract, includes installation)	\$ 600.00	\$ 600.00	Y
d) 2nd Rink Board (Max size 32" x120", yearly contract, includes installation)	\$ 500.00	\$ 500.00	Y
e) Rink Boards Weekly Contract (Max 32" x120")	\$ 17.00	-	Y
f) 2nd Rink Boards Weekly Contract (Max 32" x120")	\$ 14.17	-	Y
g) Rink Board Ad Installation	\$ 40.00	-	Y
h) Illuminated Wall Panel 3' X 15' (yearly contract)	\$ 1,600.00	\$ 1,600.00	Y
i) Illuminated Wall Panel 5' x 9' (yearly contract)	\$ 1,200.00	\$ 1,200.00	Y
j) Illuminated Wall Panel 5' x 5' (A-Side) / '4x8' (B-Side) (yearly contract)	\$ 1,000.00	\$ 1,000.00	Y
k) Activity Guide Ad - Full Page Outside Back Cover	\$ 500.00	\$ 500.00	Y
l) Activity Guide Ad - Full Page Inside	\$ 300.00	\$ 300.00	Y
m) Activity Guide Ad - 1/2 page	\$ 200.00	\$ 200.00	Y
n) Activity Guide Ad - 1/4 page	\$ 100.00	\$ 100.00	Y
o) Activity Guide Ad - Full Page - Inside Cover	\$ 400.00	\$ 400.00	Y
p) Event Sponsorship	Negotiated	Negotiated	Y
Pool Rentals	-	-	-
a) Pool with max 24 persons	\$ 70.80	\$ 70.80	Y
b) Pool with max 49 persons	\$ 115.04	\$ 115.04	Y
c) Pool with max 74 persons	\$ 141.59	\$ 141.59	Y
d) Pool with max 100 persons	\$ 176.99	\$ 176.99	Y
e) Pool & Slide with max 24 persons	\$ 123.89	\$ 123.89	Y
f) Pool & Slide with max 49 persons	\$ 168.14	\$ 168.14	Y
g) Pool & Slide with max 74 persons	\$ 194.69	\$ 194.69	Y
h) Pool & Slide with max 100 persons	\$ 230.09	\$ 230.09	Y
i) Pool & Tot Pool with max 24 persons	\$ 110.62	\$ 110.62	Y
j) Pool & Tot Pool with max 49 persons	\$ 154.87	\$ 154.87	Y
k) Pool & Tot Pool with max 74 persons	\$ 190.27	\$ 190.27	Y
l) Pool & Tot Pool with max 100 persons	\$ 207.97	\$ 207.97	Y
m) Pool, Tot Pool and Slide with max 24 persons	\$ 163.72	\$ 163.72	Y
n) Pool, Tot Pool & Slide with max 49 persons	\$ 203.54	\$ 203.54	Y
o) Pool, Tot Pool & Slide with max 74 persons	\$ 238.94	\$ 238.94	Y
p) Pool, Tot Pool & Slide with max 100 persons	\$ 252.21	\$ 252.21	Y
q) Pool, Tot Pool & Slide full capacity (224)	\$ 309.73	\$ 309.73	Y
r) Training Room (Hourly)	\$ 29.20	\$ 29.20	Y
Leisure Pool Birthday Party Packages (additional fees will be applied for food & beverages)	-	-	-
a) One Pool with Party Room & Staff	\$ 119.47	\$ 119.47	Y
b) One Pool & Slide with party Room & Staff	\$ 172.57	\$ 172.57	Y
c) Two Pools with Party Room & Staff	\$ 159.29	\$ 159.29	Y
d) Two Pools & Slide with Party Room & Staff	\$ 212.39	\$ 212.39	Y
e) Recreation Swim with Party Room & Staff	\$ 103.54	\$ 103.54	Y
f) Recreation Swim & Slide with Party Room & Staff	\$ 127.43	\$ 127.43	Y
Public Swim	-	-	-
a) Tot Time - Adult and 1 child	\$ 3.98	\$ 3.98	Y
b) Tot Time - each additional child	\$ 1.77	\$ 1.77	Y
c) Open Rec Swim - Individual	\$ 3.10	\$ 3.10	Y

By-Law 2020-75 Schedule F- Parks and Recreation
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
d) Open Rec Swim - Family (max 5)	\$ 9.74	\$ 9.74	Y
e) Adult Length	\$ 3.98	\$ 3.98	Y
f) Aquafit	\$ 3.98	\$ 3.98	Y
g) Waterslide	\$ 1.77	\$ 1.77	Y
h) Sponsorship	Negotiated	Negotiated	Y
Swim Card Passes Access to Recreation Swim Programs (12 ticket entries per card)	-	-	-
a) Tot Time - Adult and 1 Child	\$ 39.82	\$ 39.82	Y
b) Open Rec Swim (Individual)	\$ 30.97	\$ 30.97	Y
c) Open Rec Swim (Family) (max 5)	\$ 97.35	\$ 97.35	Y
d) Adult Lengths	\$ 39.82	\$ 39.82	Y
e) Aquafit	\$ 39.82	\$ 39.82	Y
f) Waterslide	\$ 17.70	\$ 17.70	Y
Seasonal Swim Passes Access to all Rec Swims for the summer (Tot Time, Adult Length, Aquafit, Open)	-	-	-
a) Individual Pass	\$ 66.37	\$ 66.37	Y
b) Individual Pass (1/2 season starting August 1st)	\$ 33.19	\$ 33.19	Y
c) Family Pass (max 5)	\$ 141.59	\$ 141.59	Y
d) Family Pass (max 5) (1/2 season starting August 1st)	\$ 70.80	\$ 70.80	Y
Aquatic Programs - "Learn to Swim" (Fee assumes 10 classes)	-	-	-
a) Parent & Tot	\$ 75.00	\$ 75.00	N
b) Preschool	\$ 80.00	\$ 80.00	N
c) Rookie/Ranger/Star	\$ 75.00	\$ 75.00	N
d) Swimmer (Swimmer 1-2: 30 min. class)	\$ 75.00	\$ 75.00	N
e) Swimmer (Swimmer 3-6: 45 min. class)	\$ 80.00	\$ 80.00	N
f) Swimmer H40 ratio 1:4	\$ 100.00	\$ 100.00	N
g) Bronze Star	\$ 90.27	\$ 90.27	Y
h) Bronze Medallion	\$ 181.42	\$ 181.42	Y
i) Bronze Cross	\$ 123.89	\$ 123.89	Y
j) Swim Teams	\$ 200.00	\$ 200.00	N
k) NLS Lifeguard	\$ 269.91	\$ 269.91	Y
l) Semi-Private Swim Lessons (3 persons, each pay) per 30 min. session	\$ 9.73	\$ 9.73	Y
m) Semi-Private Swim Lessons (2 persons, each pay) per 30 min. session	\$ 13.27	\$ 13.27	Y
n) Private Swim Lessons per 30 min. session	\$ 24.78	\$ 24.78	Y
o) Adult Swim Lessons Level 1	\$ 70.80	\$ 70.80	Y
p) Adult Swim Lessons - Level 2/3	\$ 66.37	\$ 66.37	Y
q) Assistant Instructor	\$ 119.47	\$ 119.47	Y
r) Instructor School	\$ 269.91	\$ 269.91	Y
Day Camp	-	-	-
a) Weekly Rate (5 days)	\$ 145.00	\$ 145.00	N
b) Holiday Week Rate (4 days)	\$ 120.00	\$ 120.00	N
c) Daily Rate	\$ 35.00	\$ 35.00	N
d) Field Trip	\$ 15.00	\$ 15.00	N
e) Specialty Camps (negotiated)	Negotiated	Negotiated	N

By-Law 2020-75 Schedule G - Water Department
Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Illegal Hook up	1000 + cost	\$ -	Y
Unauthorized Hydrant Use	1000 + cost	100 + cost	Y
Alteration to water service / watermain	1000 + cost	\$ -	Y
Boil Water Advisory per event	At cost	\$ 750.00	N
Private Hydrant Maintenance	At cost or \$350	At cost or \$300	Y
Flow Testing Public Hydrants- Inspection only	\$70 per hydrant	\$70 per Hydrant	Y
Flow Testing Public Hydrants per call - Regular Hours	\$ 550.00	\$ -	Y
Flow Testing Public Hydrants per call - After Hours	\$ 900.00	\$ 85.00	Y
Water Meter	-	-	-
5/8" & 3/4"	\$ 555.00	\$ 545.00	N
1"	\$ 640.00	\$ 622.00	N
1.5"	\$ 1,100.00	\$ 1,070.00	N
2"	\$ 1,220.00	\$ 1,192.00	N
larger than 2"	At cost	At cost	N
Service Call	-	-	-
Turn Water On/Off	\$ 100.00	At cost	N
After hours callout	\$340 + costs	At cost	N
Water Service	-	-	-
Watermain Service Tap - 25mm to 50mm diameter - Inspection only	\$ 400.00	\$ -	N
Watermain Service Tap - 25mm to 50mm diameter	At cost	\$ -	N
Water Service Repair - private	At cost	\$ -	N
Inspection of Private Development - watermains equal to or greater than 100 mm (4")	-	-	-
a) Minimum charge	\$ 1,200.00	\$ 250.00	N
b) per metre of pipe installed	\$ 15.00	\$ 10.00	N
Weekend Sample testing	\$ 550.00	\$ -	N
Alterations/Repairs of Distribution System for all customers (examples include watermain lowering/cut in Tee/valve/hydrant relocation)	At cost	At cost	N
Service Abandonments	-	-	-
Abandonment in concrete	\$ 100.00	\$ 5,000.00	N
Abandonment in asphalt	\$ 100.00	\$ 3,000.00	N
Abandonment in the boulevard	\$ 100.00	\$ 1,500.00	N

By-Law 2020-75 Schedule H - Tecumseh Transit

Administrative Fees and Charges 2021

TYPE OF FEE	2021 FEES	2020 FEES	HST
Adult Transit Fare	\$ 2.25	\$ 2.25	N
Senior Transit Fare	\$ 1.75	\$ 1.75	N
Student Transit Fare	\$ 1.25	\$ 1.25	N
Child Transit Fare (under 5)	\$ -	\$ -	N
Veteran Transit Fare	\$ -	\$ -	N
Blind Person Transit Fare	\$ -	\$ -	N
Person Accompanying Disabled Rider Fare	\$ -	\$ -	N
Adult Monthly Bus Pass	\$ 40.00	\$ 40.00	N
Adult 6 Month Bus Pass	\$ 200.00	\$ 200.00	N
Adult 12 Month Bus Pass	\$ 400.00	\$ 400.00	N
Senior Monthly Bus Pass	\$ 35.00	\$ 35.00	N
Senior 6 Month Bus Pass	\$ 175.00	\$ 175.00	N
Senior 12 Month Bus Pass	\$ 350.00	\$ 350.00	N
Student Monthly Bus Pass	\$ 30.00	\$ 30.00	N
Student 6 Month Bus Pass	\$ 150.00	\$ 150.00	N
Student 12 Month Bus Pass	\$ 300.00	\$ 300.00	N

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 76

Being a by-law to authorize the execution of Transfer Payment Agreement with Her Majesty the Queen in right of Ontario as represented by the Ministry of Municipal Affairs and Housing

Whereas the Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

And Whereas it is deemed expedient to authorize the execution of an Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario for funding under the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream;

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

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh (Town), to execute an Ontario Transfer Payment Agreement (Agreement) with Her Majesty the Queen in right of Ontario as represented by the Transportation for the Province of Ontario dated the 24th day of November, 2020, 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 Agreement;
2. **That** the Mayor and the Clerk, and, as applicable, the delegate specified in Schedule “B” of the Agreement are hereby authorized to execute on behalf of the Town any amendment to the Agreement or ancillary document necessary to fulfil the ICIP requirements in a form satisfactory to Legal Services.
3. **That** the Mayor and the Clerk have the delegation of authority to execute any and all required documentation, on behalf of the Town, as required under the Investing in Canada Infrastructure Program.
4. **That** the Town commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.
5. **That** the Town commits to spending Investing in Canada Infrastructure Program funding only on implementing the approved projects identified in the Agreement.
6. **That** this by-law shall come into full force and take effect on the date the third and final reading thereof.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the Town of Tecumseh

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

Also, under the Bilateral Agreement, Ontario agrees to identify projects, including municipal projects, and be responsible for the transfer of ICIP and provincial funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules and Sub-schedules to the Agreement. The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule "J.1" - Form of Certificate from Recipient

Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion

Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion

Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress

Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Execution and Delivery of Agreement.

- (a) The Agreement may:
 - (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province’s prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 Amending the Agreement. Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

- 4.2 **Agreement Review.** If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement from Recipient.** The Recipient acknowledges, in respect of each Project, that:
- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
 - (b) the Province and Canada are not responsible for carrying out the Project;
 - (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
 - (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
 - (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights")

undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 Sharing of Information with the Province and Canada. The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);
- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the Town of Tecumseh

Date

Name: Gary McNamara
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Laura Moy
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, renovated or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Budget” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province has elected to be closed for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible

Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Projects and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees, and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Progress Reports).

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada’s payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action,

whether in contract or in tort (including negligence) or otherwise, arising from any reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
- (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards

the Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of any Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of any Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term and in respect of any Project, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures

provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding and 5% of the federal funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

(c) attests to:

- (i) following value-for-money procurement processes for materials and sub-contracts; and
- (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of any Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and

(ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiry Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
- (b) all non-financial records and documents relating to the Funds or otherwise to each Project.

A.7.4 Records Review. The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of any Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A.7.5(a).

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential,

exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will

cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out any Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions

provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

- A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

- A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

- A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

- A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

- A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

- A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

- A.16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

- A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
 - (b) the successors to Her Majesty the Queen in right of Ontario.

A.22.0 GOVERNING LAW

- A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

- A.23.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.24.0 JOINT AND SEVERAL LIABILITY

A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.27.0 SURVIVAL

A.27.1 **Survival.** Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and

Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.2 Assessments. The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or Ontario, or both, may deem appropriate.

A.29.3 **Funding Conditional upon Meeting Aboriginal Consultation Obligations.** No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 **Establishment of Committee.** The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.30.2 **Notice of Establishment of Committee.** Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 **Contentious Issues.** The Parties will keep each other informed of any issues that could be contentious.

- A.31.2 **Examination by the Committee and Parties.** If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.
- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) an asset management self-assessment, in the form and at the address provided by the Province.

- (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
 - (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) on or before February 1 in each of the years 2021, 2023 and 2024, unless the Project has reached Substantial Completion before such date, the Recipient having provided the Province with an asset management self-assessment, in the form and at the address provided by the Province.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$466,617.26
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637 Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Manager Planning Services Address: 917 Lesperance Road Tecumseh ON N8N 1W9</p> <p>Phone: 519-735-2184 ext. 154 Email: cjeffery@tecumseh.ca</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch
Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Manager Planning Services

Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Director Financial Services & Chief Financial Officer Address: 917 Lesperance Road Tecumseh ON N8N 1W9 Phone: 519-735-2184 ext. 125 Email: tkitsos@tecumseh.ca
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***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

SCHEDULE “C”

PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

- C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:
- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
 - (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s prior written consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET, AND TIMELINES

Project ID	Project Title	Project Description	Forecasted Project Start Date (MM/DD/YYYY)	Forecasted Project End Date (MM/DD/YYYY)	Federal Approval Date (MM/DD/YYYY)	Total Costs of the Project	Total Eligible Expenditures of the Project	Federal Contribution Towards the Total Eligible Expenditures of the Project	Federal Funding Rate of the Total Eligible Expenditures of the Project	Other Federal Contribution Towards the Total Costs of the Project	Provincial Contribution Towards the Total Eligible Expenditures of the Project	Provincial Funding Rate of the Total Eligible Expenditures of the Project	Recipient Contribution Towards the Total Costs of the Project	Other Contribution Towards the Total Eligible Expenditures of the Project
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
ICIP-TEC-01	Construction of an off-road multi-purpose pathway to link to Tecumseh Transit System	The project consists of constructing a new 3 kilometer (km) multi-purpose pathway linking the Tecumseh Hamlet to the Tecumseh Transit Service. The project scope includes a 3 km long multi-purpose, off-road, asphalt trail (2.4m wide) that will tie into the existing path at the rail crossing with no changes to the pedestrian maze and pavement within the railway right-of-way.	05/03/2021	08/31/2021	03/12/2020	\$1,046,931.25	\$1,046,931.25	\$254,508.99	24.31%	\$0.00	\$212,108.27	20.26%	\$580,313.99	\$0.00

SCHEDULE “D” REPORTS

D.1.0 PROGRESS REPORTS

- D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.
- D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:
- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - (b) the Project start date and the Project end date (forecasted and actual where applicable);
 - (c) the percentage of the Project that has been completed;
 - (d) risks and mitigation strategies;
 - (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

- D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:
- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
 - (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;
 - (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
 - (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 Climate Change Resilience Assessment. If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 Greenhouse Gas Emissions Assessment. If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 Community Employment Benefits Assessments. If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 Description of the Community Employment Benefits Assessments. If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices;
- (b) Indigenous peoples;
- (c) women;

- (d) persons with disabilities;
- (e) veterans;
- (f) youth;
- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;

- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**SUB-SCHEDULE “D.1”
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION**

Project ID (A)	Project Title (B)	Project Tier for Reporting Purposes (C)	Greenhouse Gas Emissions Assessment (D)	Community Employment Benefits Assessments (E)	Climate Change Resilience Assessment (F)	Eligibility of Own-Force Labour Costs (G)	Competitive Acquisition Exemption (H)
ICIP-TEC-01	Construction of an off-road multi-purpose pathway to link to Tecumseh Transit System	Tier 1	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

Note: Please see Schedule “D” (Reports) for further details on reporting.

SCHEDULE “E”
ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred and paid by the Recipient in respect of any Project. Eligible Expenditures only include the following costs:

- (a) incurred on or after the Federal Approval Date and paid on or before October 31, 2027:
 - (i) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs; and
 - (ii) the costs related to monitoring project-level community employment benefits.
- (b) the costs related to the completion of the climate lens assessments, incurred at any time and paid on or before October 31, 2027;
- (c) the costs associated with Aboriginal consultation and, where appropriate, accommodation measures, incurred on or after February 15, 2018 and paid on or before October 31, 2027;
- (d) if the Project is identified as “Approved” in column G (Eligibility of Own-Force Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the incremental own-force labour costs for which Canada has provided its prior written consent and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027;
- (e) if the Project is identified as “Approved” in column H (Competitive Acquisition Exemption) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the costs for which Canada has provided its prior written consent and are associated with sole-source contracts, and have been incurred on or after the date set out in the consent and paid on or before October 31, 2027; and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.1 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the costs specified in paragraph E.1.1 (b) and paragraph E.1.1 (c);
- (b) costs incurred or paid, or both after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.1(f);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.1(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled

maintenance work, with the exception of essential capital equipment purchased at the onset of the construction/acquisition of the main Asset and approved by Canada;

- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (q) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;

- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F” EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Projects and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material will be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution under Schedule “A” (General Terms and Conditions) or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ Notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually consented to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of any Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected and unless the Province otherwise consents in writing, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 180 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 Responsibility of Recipient. The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 Facilitation of Communications. The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 Notice of Advertising Campaigns. Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless the Province consents otherwise, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project in accordance with the table below:

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE “J”

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of any Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c);
 - (b) the special conditions listed in Article A.32.0 (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of any Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [REDACTED]

FROM: [REDACTED]
Attention: [REDACTED]
Email: [REDACTED]
Telephone No.: [REDACTED]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [REDACTED]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert name and title of the Recipient’s authorized representative]**, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: _____
Recipient’s authorized representative]
Title: **[insert/print the title of the Recipient’s authorized representative]**

Witness Name: _____
of the witness]
Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If your Project has been identified by Canada or the Province as having a legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, please indicate if the requirements under Article A.29.0 (Aboriginal Consultation) have been met for the Project.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

Record of Invoices											
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.1	Amount Paid (\$)				
	From (DD/MM/YY)	To (DD/MM/YY)					Invoice Subtotal without HST	Ineligible Expenditures	Invoice Total HST	Recoverable HST	*Eligible Cost (Net of HST)
TOTAL											

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
Director, Ministry of Transportation

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “Project Substantial Completion Date”);
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

**Recipient's authorized
representative]**

Title:

**[insert/print the title of the
Recipient's authorized
representative]**

Witness Name:

the witness]

Title:

**[insert/print the title of
the witness]**

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between [insert the start date] and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: _____
professional engineer]
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

**SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS**

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: **[insert the information the Province will provide to the Recipient after the Effective Date by Notice]**

FROM: _____
Attention: _____
Email: _____
Telephone No.: _____

RE: **Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]**

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the **[insert the name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the professional engineer]**, an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ **[Insert Project percent complete]** percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: _____
professional engineer]
Title: **[insert/print the title of the
professional engineer]**

Witness Name: **[insert/print the name
of the witness]**
Title: **[insert/print the title of
the witness]**

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 77

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

Whereas pursuant to Section 228(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Clerk;

And Whereas pursuant to Section 228(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Clerk;

And Whereas pursuant to Section 3(1) of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M. 56., the members of the Council may by by-law designate from among themselves an individual or committee of Council to act as head of the municipality for the purposes of this Act;

And Whereas pursuant to Section 229 of the *Municipal Act* 2001, S.O. 2001 c.25, the Council may appoint a Chief Administrative Officer;

And Whereas pursuant to Section 286(1) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council shall appoint a Treasurer;

And Whereas pursuant to Section 286(2) of the *Municipal Act* 2001, S.O. 2001 c. 25, the Council may appoint a Deputy Treasurer;

And Whereas pursuant to Subsection 435(1)1 of the *Municipal Act* 2001, S.O. 2001 c. 25, the power of a municipality of entry under Sections 438 and 439, shall be exercised by an employee, officer or agent of the municipality or a member of the police force of the municipality.

And Whereas pursuant to Section 3(2) of the *Building Code Act* 1992, S.O. 1992 c.23, the Council of each municipality shall appoint a Chief Building Official and such Inspectors as are necessary for the enforcement of the *Building Code Act* in the areas in which the municipality has jurisdiction;

And Whereas Clause 28(o) of the *Interpretation Act*, R.S.O. 1990 Chapter I.11, confers authority to Council to appoint an Acting Chief Building Official;

And Whereas pursuant to Section 93(1) of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

And Whereas Section 15 of the *Police Services Act* provides that, a municipal Council may appoint persons to enforce the by-laws of the municipality;

And Whereas pursuant to Section 6 of the *Fire Protection and Prevention Act* 1997, S.O. 1997 c. 4 the Council shall appoint a Fire Chief for the Fire Department if a Fire Department is established for the whole or part of a municipality;

And Whereas pursuant to O. Reg. 380/04, s. 10 (1) of the *Emergency Management and Civil Protection Act*, R.S.O. 1990 c. E.9, every municipality shall designate an employee of the municipality or a member of the Council as its emergency management program co-ordinator;

And Whereas pursuant to Section 93 of the *Drainage Act*, R.S.O. 1990 c.D.17 the Council of a local municipality may by by-law appoint a Drainage Superintendent;

And Whereas pursuant to the Provincial Offences Act, R.S.O. 1990, c.P.33 provincial offences officer includes a municipal law enforcement officer referred to in subsection 101 (4) of the *Municipal Act*, 2001 or in subsection 79 (1) while in the discharge of his or her duties, and a by-law enforcement officer of any municipality

or of any local board of any municipality, while in the discharge of his or her duties, and an officer, employee or agent of any municipality or of any local board of any municipality whose responsibilities include the enforcement of a by-law, an Act or a regulation under an Act, while in the discharge of his or her duties,

And Whereas the Attorney General of Ontario has ruled that By-law Enforcement Officers appointed by a municipality are automatically designated as Provincial Offences Officers for the purpose of enforcing the By-laws of the municipality;

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

1. **That** Laura Moy is hereby appointed as Clerk and designated Head for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act* for the municipality.
2. **That** Jennifer Alexander is hereby appointed as the Deputy Clerk.
3. **That** Christina Hebert is hereby appointed Acting Deputy Clerk.
4. **That** Marg Misek-Evans is hereby appointed as Chief Administrative Officer and Deputy Clerk.
5. **That** Thomas Kitsos is hereby appointed as Treasurer.
6. **That** Zora Visekruna is hereby appointed as Deputy Treasurer.
7. **That** Daryl Flacks is hereby appointed as By-law Enforcement Officer.
8. **That** Mike Voegeli is hereby appointed as Chief Building Official, Plumbing Inspector and By-law Enforcement Officer.
9. **That** Michael DiBlasi is hereby appointed as Building Inspector and By-law Enforcement Officer.
10. **That** Michael DiBlasi is hereby appointed as Acting Chief Building Officer for the Corporation of the Town of Tecumseh.
11. **That** the Acting Chief Building Official shall have the same powers and authority for enforcement of the Building Code Act, the Regulations and by-laws thereunder as the Chief Building Official;
12. **That** the Acting Chief Building Official is hereby empowered to act, upon notice from the Clerk of The Corporation of the Town of Tecumseh, when the Chief Building Official is absent or is unable to perform his duties for any of the following occasions or circumstances:
 - a) annual leave or vacation;
 - b) illness, disability or death;
 - c) attendance at training courses, seminars or conferences;
 - d) bereavement leave;
 - e) attendance at court or legal proceedings; or
 - f) a conflict of interest.
13. **That** Kevin Kavanagh is hereby appointed as Deputy Fire Chief and Alternate Community Emergency Management Program Co-ordinator.
14. **That** Wade Bondy is hereby appointed as Fire Chief and Community Emergency Management Program Co-ordinator.
15. **That** Nicole Fields is hereby appointed as Fire Prevention Officer and By-law Enforcement Officer.
16. **That** Sam Paglia is hereby appointed as Drainage Superintendent.

- 17. **That** By-law 2019-68 and any other by-law inconsistent with this by-law is hereby repealed.
- 18. **That** this by-law shall come into force and take effect on the date of its final passing.

Read a first, second and third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 78

Being a by-law to authorize the execution of a Lakeview Memorial Wall Agreement with Transition to Betterness Family and Healthcare

Whereas The Corporation of the Town of Tecumseh (Town) is the owner of lands known municipally as Lakewood Park, together with memorial granite walls located thereupon (Panels);

And Whereas Transition to Betterness Family and Healthcare (T2B) desires to the memorialization of the names of certain T2B donors on the Panels, the erection of a monument (Monument) in proximity to the Panels, and maintenance of the associated centre garden in proximity to the Monument and existing Panels;

And Whereas the Town desires to enter into an agreement to document the terms of this arrangement including the terms of payment by T2B, maintenance of the Works by T2B, and the indemnification and insurance obligations of T2B with respect to the Works;

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

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

1. **That** the Mayor and the Clerk are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh to execute the Lakewood Memorial Wall Agreement (Agreement) with Transition to Betterness Family and Healthcare dated the 24th day of November, 2020, 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 Agreement;
2. **That** this by-law shall come into full force and take effect on the date the third and final reading thereof.

Read a first, second, third time and finally passed this 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk

LAKEVIEW MEMORIAL WALL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Transition to Betterness Family and Healthcare

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION

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

LAKEVIEW MEMORIAL WALL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 20_____.

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-

***TRANSITION TO BETTERNESS FAMILY AND
HEALTHCARE***
hereinafter called the "**T2B**"

OF THE SECOND PART

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

RECITALS

WHEREAS the Town is the owner of those lands described on Schedule A hereto and known municipally as Lakewood Park together with the memorial granite walls located thereupon which memorial granite walls are herein termed "the Panels";

AND WHEREAS T2B desires to enter into an arrangement with the Town to allow for the memorialization of the names of certain T2B donors on the Panels, the erection of a monument (herein "Monument") in proximity to the Panels, and maintenance of the associated center garden in proximity to the Monument and existing Panels all of which and together with certain works and improvements and supports herein collectively referred to as the "Works";

AND WHEREAS the Municipality desires to document the terms of this arrangement including the terms of payment by T2B, maintenance of the Works by T2B, and the indemnification and insurance obligations of T2B with respect to the Works;

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

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DEFINITIONS

1.1 DEFINITIONS

“Business Day” means every day except Saturdays, Sundays and statutory holidays in the Province of Ontario.

“Lands” means those lands described on Schedule A attached hereto;

“Monument” shall carry the meaning set out in the recitals above;

“Panels” shall carry the meaning set out in the recitals above;

“Term” of this Agreement means the period of 25 years from the date of this Agreement set out above unless terminated earlier in accordance with the provisions of this Agreement;

“Use” in respect of the Panels means the activity of having access to the Panels for purposes of memorialization of names on the Panels, including but not limited to inspecting the state of the Panels, cleaning the Panels and marketing opportunities to donors in respect of the Panels;

“Works” shall carry the meaning set out in the recitals above;

ARTICLE 2

T2B COVENANTS

2.1 T2B AGREES

T2B makes the following covenants, all of which shall be carried out at T2B's expense:

2.1.1 T2B to Provide

- A) T2B shall pay to the Town the sum of \$33,262.45 particulars of which are set out at Schedule “B” hereto, representing unfunded costs incurred by the Town to date respecting the Panels. Such payment to be made within thirty (30) days of both parties executing this Agreement and in advance of T2B having Use of the Panels or erecting the Monument;
- B) Preparation, submission, and revision of all drawings, renderings, and designs required under this Agreement.
- C) The Monument shall be constructed and installed on the Lands at the sole expense of T2B by a qualified contractor approved by both T2B and the Municipality and to the satisfaction of the Municipality (acting reasonably) in accordance with all the applicable provisions of the Municipality's By-Laws and subject to each of the

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Municipality and T2B approving and agreeing upon all drawings, renderings, and designs required under this Agreement prior to construction and installation;

- D) At their expense, T2B will have a landscaper of their choice (subject to Town approval, acting reasonably) to annually plant the centre garden and the garden around the outside of the Panels and maintain these gardens throughout the growing season annually for each year of the Term. Subject to Town approval, acting reasonably, T2B may select an alternative landscaper retained by it for this purpose from time to time.

2.1.2 Location

T2B shall locate the Works on the Lands in the location approved by the Municipality and as otherwise set out on any schedule attached hereto.

2.1.3 Maintenance and Acceptance of Monument

The Municipality shall issue a letter of acceptance (herein “the Acceptance”) upon completion of construction and placement of the Monument to the satisfaction of the Municipality. Upon issuance of the Acceptance, the Monument shall become property of the Municipality. Notwithstanding the foregoing, T2B will be solely responsible for any repairs, replacement, removal of graffiti, other damage, or failure of the Works at the expense of T2B throughout the Term of this Agreement. After termination or expiration of this Agreement for any reason (provided that T2B shall reimburse the Town for all reasonable out of pocket costs incurred by the Town under this Section 2.1.3 provided such costs are incurred by the Town as a result of a default hereunder by T2B and during the Term hereof), the Works shall be maintained, repaired, altered, decommissioned or removed by the Municipality at its sole expense during the life of the Works as determined by the Town in its sole and unfettered discretion;

2.1.3 Drawings

Drawings shall be prepared detailing the construction and installation of the Monument which drawings shall be completed in accordance with:

- a) Sound engineering practice as evidenced by a stamp from a qualified professional engineer;
- 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), and the Essex Region Conservation Authority (ERCA);
- c) Such other reasonable criteria as approved by the Municipality and communicated to T2B in writing.

The Monument shall be constructed in accordance with the approved drawings;

2.1.4 No Liens on Monument

T2B covenants that it will be the sole and absolute owner of the Monument until the date of the Acceptance and on the issuance of the Acceptance will transfer the Monument to the Municipality free and clear of any lien and/or encumbrance. This covenant shall survive transfer of title of the Monument to the Municipality. T2B shall indemnify and save harmless the Municipality from all claims whatsoever from any third party claiming title or a lien or encumbrance with respect to the Monument. T2B makes no covenant, agreement, representation or warranty regarding title to any part of the Works aside from the Monument.

ARTICLE 3

THE TOWN COVENANTS

3.1 PERMISSIONS

3.1.1

Subject to the terms of this Agreement (including, without limitation, the performance of the covenants by T2B set out in Article 1 above) T2B is authorized to and shall have access to Lakewood Park (without interference from the Town or those for whom it is responsible at law) for the following purposes:

- A) to inspect the current condition of the Panels, the existing Works, and the surrounding Lands;
- B) to memorialize by engraving the names of certain T2B donors on 29 of the existing 30 Panels.

3.1.2

T2B acknowledges that the designated 30th Panel will house the existing names of the Dragon Boat donors and the Panel that will be used for this purpose will be one that is mutually agreed upon by the Municipality and T2B. In any remaining space on the said agreed 30th Panel, T2B will have the right to sell additional memorial engravings on it should it so choose.

3.2 ACCEPTANCE

Subject to the provisions of this Agreement, the Municipality hereby agrees to accept ownership of the Monument effective upon the issuance of the Acceptance or such earlier time as it may confirm in writing in accordance with the terms of this Agreement. Upon acceptance hereunder, the Municipality agrees that the Monument shall be transferred on an “as-is/where-is” basis and that T2B makes no representation or warranty, statutory, express or implied with respect to the Monument or that it is fit for any purpose except for the covenant at Section 2.1.4 related to encumbrances/liens. The Municipality assumes all risk and liability whatsoever resulting from its possession of, use of or eventual disposition of the Monument and T2B shall have no liability with respect thereto including no liability for indirect, punitive, incidental or consequential damages related thereto except as specifically set out herein during the Term hereof.

ARTICLE 4

INDEMNITIES AND ASSURANCES

4.1 CONTRACTOR REQUIREMENTS

Prior to commencing construction T2B shall comply or cause its contractor (the “**Contractor**”) to comply with the following:

- a) SAFETY: all requirements of the Workplace Safety & Insurance Act, the Occupational Health and Safety Act, Environmental Protection Act and all other applicable law, regulations and by-laws and Town health and safety policies.
- b) Accessibility: ensure that all its employees, agents, volunteers, or others for whom T2B or its Contractor is legally responsible receive training regarding the provisions of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the “Regulation”) made under the *Accessibility for Ontarians with Disabilities Act*, 2005 as amended (the “Act”).
- c) Workers' Compensation Board Clearance Certificate issued in respect of the Contractor.

4.2 INDEMNITY AND INSURANCE

T2B shall indemnify and save harmless the Municipality, from and against all actions, claims, loss, damage and liability connected with T2B’s use of Lakewood Park, the use of the Panels by T2B, damage to the Panels and gardens which damage occurs after the date upon which T2B is given access to the Panels hereunder, maintenance and repair of the gardens, and erection and on-going maintenance and repair of the Monument as contemplated herein whether arising directly or indirectly out of an act, omission, whether amounting to negligence or unlawful performance or the non-performance of any obligation, of T2B or any contractors to T2B under this Agreement or otherwise arising from the actions of third parties and/or an act of God. During the currency of this Agreement, provided that T2B shall have no liability hereunder in respect of any acts or omissions of the Town or those for whom it is responsible at law, under no circumstances shall T2B be liable for any indirect, incidental, consequential or punitive damages. During the Term hereof, T2B or its Contractor 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 T2B and the Municipality shall be insured as principals against such liability to the limits approved. T2B or its Contractor 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. The Municipality confirms that it maintains its own such insurance in respect of Lakewood Park and the Lands.

ARTICLE 5

DEFAULT

5.1 STOP WORK

In the event of any default by T2B 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 access to Lakewood Park, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a permission has been issued or contemplated under this Agreement and/or may refuse to grant to T2B any permissions, permits, certificates, approvals or authorities of any kind or nature which T2B would have been entitled to receive had T2B otherwise complied with the Municipality's requirements in this Agreement, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality, acting reasonably.

5.2 MUNICIPALITY MAY COMPLETE

T2B acknowledges that this Agreement is entered into pursuant to a bylaw that 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 T2B neglects to undertake any matter or thing required to be done by this Agreement and such default continues after TEN (10) Business Days of T2B 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 T2B, and the Municipality may recover the costs incurred in doing it by any means permitted under the Municipality Act; T2B 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.

5.3 TERMINATION RIGHTS

In addition to the rights and remedies set out in articles 5.1 and 5.2 above, where T2B is and remains in default under the terms of this Agreement and fails to cure the default upon 10 days' notice in writing from the Town, the Town may, without losing its rights of indemnification under this Agreement, terminate the rights of T2B hereunder, assume ownership of the Monument (if an acceptance has not already been issued) leaving it in the existing location or at the sole option of the Town, relocating the Monument or disposing the Monument without any obligation to account to T2B for its status, removal of value and recover from T2B all costs (including, without limitation, legal costs) incurred by the Town in doing so and rectifying the default of T2B under the provisions of this Agreement.

5.4 FORCE MAJEURE

Without limiting the nature of the indemnity required above in section 4.2, if either party hereto shall be bona fide delayed or hindered in or prevented from the performance of any term, covenant or act required hereunder by reason of strikes, labour troubles; inability to procure materials or services; failure of power; restrictive governmental laws or regulations; riots, insurrection; sabotage; rebellion; war; act of God; pandemic; or other reason whether of a like nature or not, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of the term, covenant or act shall be excused for the period of the delay and period for the performance of any such term, covenant or act shall be extended for a period equivalent to the period of such delay.

5.5 TERMINATION

Upon expiration or other termination of the Term, T2B shall have no further obligation with respect to maintenance of the Works or any part thereof and shall be released from all obligations hereunder except as specifically contemplated herein to survive termination or expiration of this Agreement. Notwithstanding anything to the contrary set out herein, T2B acknowledges that its obligations at 5.3 hereof may survive any termination or expiration hereof in the event of a default by T2B hereunder.

ARTICLE 6

MISCELLANEOUS

6.1 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 T2B shall be addressed to:
3200 Deziel Drive, Unit 307, Windsor, Ontario N8N 5K8
Attention: Amber Hunter, Executive Director

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.

6.2 TIME OF ESSENCE

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

6.3 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.

6.4 FURTHER ASSURANCES

Each of the Parties covenants and agrees that their successors 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.

6.5 HEADINGS

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

6.6 SUCCESSORS AND ASSIGNS

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

6.7 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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 ASSIGNMENT

Subject to the terms of this Agreement, this Agreement is not assignable by T2B prior to completion of the Works without the prior consent of the Municipality.

6.13 TRUE COPY

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

6.14 SCHEDULES

Those Schedules marked as Schedules "A" and "B" have been signed by the parties and are on file with the Municipality.

6.15 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."*

SIGNED, SEALED AND DELIVERED }
in the presence of }

Per:_____

Laura Moy - CLERK

Per:_____

Per:_____

SCHEDULE "A"

DESCRIPTION OF LANDS

Those lands owned by the Town of Tecumseh and identified for park purposes lying east of the closed portion of Manning Road, North of Riverside Drive and South of the Southerly boundary of Lake St. Clair described as part of Gore Lot West of Pike Creek being Part of Parts 1 and 9 on 12R-12263 (geographic Township of St. Clair Beach), in the Town of Tecumseh, County of Essex and being part of PIN 01412-3192

SCHEDULE “B”

Unfunded Costs of Municipality related to the Panels

Lakeview Memorial Wall (formerly known as Dragon View Gardens) – construction costs incurred by the Town to be repaid to the Town – account statement at November 24, 2020:

Date	Transaction	Amount	Balance receivable
May 2015	Construction costs incurred by Town	\$50,000.00	\$50,000.00
Jul – Dec 2015	Payments received by Town	\$5,100.00	\$44,900.00
Dec 2015	Credit adjustment – retaining wall	\$587.55	\$44,312.45
Jan – Dec 2016	Payments received by Town	\$10,200.00	\$34,112.45
Jan 2017	Payments received by Town	\$850.00	\$33,262.45

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
	October 22, 2019	RCM 330/19	Cannabis Facilities	The presentation given by Celeste O'Neil and Judy Robson regarding cannabis facilities is referred to Administration for review and to report back to Council.	PBS	Partially addressed through PBS-2020-24 Housekeeping Amendment to ZBA which recommended restricting intensive agricultural uses including greenhouses in hamlet areas. Further information to be provided to Council through the Draft New Official Plan process.
01/20	October 27, 2020	RCM 318/20	Regulations Regarding Storage and Parking of Commercial and Recreational Vehicles/Trailers in Residents' Zones	Administration to bring considerations 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 at the time the Town's zoning By-law is reviewed.	PBS	
02/20	October 27, 2020	RCM 319/20	Short Term Rentals	Administration undertake a regulatory review for both the short-term, owner-absent rental and the home-sharing short term rental categories.	PBS	
03/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours	Administration to review and report back to Council on the appropriateness of a By-law in accordance with the <i>Municipal Act</i> that will address and regulate nuisances related to odour and lighting from the cultivation of cannabis plants; and investigate	PBS	

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
			and Lighting from Cannabis Cultivation	opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.		

The Corporation of the Town of Tecumseh

By-Law Number 2020 - 79

Being a by-law to confirm the proceedings of the November 24, 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 November 24, 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 November 24, 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 24th day of November, 2020.

Gary McNamara, Mayor

Laura Moy, Clerk