

Regular Council Meeting Agenda

Date: Tuesday, February 9, 2021, 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
- E. National Anthem
- F. Disclosure of Pecuniary Interest
- G. Minutes
 - 1. Regular Council Meeting - January 26, 2021 5 - 11
- H. Supplementary Agenda Adoption
- I. Delegations
 - 1. Bob Hamilton, Fire Prevention Officer
Re: Retirement Recognition
- J. Communications - For Information
 - 1. City of Port Colborne dated January 22, 2021 12 - 14
Re: Drainage Matters on CNR Lands
 - 2. Town of Plympton-Wyoming dated January 18, 2021 15 - 17
Re: Drainage Matters and Coordination with National Railways
 - 3. Municipality of West Nipissing Dated February 1, 2021 18 - 21
Re: Municipal Drainage Matters and the Need for Coordination with National Railways

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K. Communications - Action Required

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M. Reports

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	Tuesday, February 23, 2021	
	7:00 pm Regular Council Meeting	
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Regular Meeting of Council

Minutes

Date: Tuesday, January 26, 2021
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 Corporate Services & Clerk, Laura Moy
Deputy Clerk & Manager Legislative Services, Jennifer Alexander
Manager Strategic Initiatives, Lesley Reeves
Deputy Treasurer & Tax Collector, Zora Visekruna

Others:

Legal Counsel for the Town, Ed Hooker

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

The Moment of Silence is waived in light of the electronic holding of this meeting.

E. National Anthem

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

F. Disclosure of Pecuniary Interest

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

G. Minutes

1. Regular Council Meeting - January 12, 2021

2. Special Council Meeting - January 13, 2021 - Budget

Motion: RCM - 18/21

Moved by Councillor Andrew Dowie

Seconded by Councillor Tania Jobin

That the Tuesday, January 12, 2021 minutes of the Regular Council meeting and the Wednesday, January 13, 2021 minutes of the Special Council meeting as were duplicated and delivered to the members, **be adopted.**

Carried

H. Supplementary Agenda Adoption

Motion: RCM - 19/21

Moved by Councillor Brian Houston

Seconded by Councillor Rick Tonial

That the supplementary items added to the Regular Council Meeting Agenda regarding By-Law 2021-06 OPP Service Agreement, **be approved.**

Carried

I. Delegations

There are no Delegations presented to Council.

J. Communications - For Information

1. Minister of Environment, Conservation and Parks dated January 11, 2021

Re: Conservation Authorities Working Group

2. Municipality of West Grey dated January 13, 2021

Re: Schedule 8, Bill 229, Protect, Support and Recover from COVID-19

3. Town of Lakeshore dated December 15, 2020

Re: ZBA-9-2020, Beachside Development Inc.

4. Township of South-West Oxford dated January 11, 2021

Re: Automatic Speed Enforcement (Photo Radar)

5. County of Perth dated January 19, 2021

Re: Extension of Grant Deadlines

6. United Counties of Stormont, Dundas & Glengarry dated January 18, 2021

Re: Small businesses to reopen with required health guidelines and protocols in place

7. Township of Larder Lake dated January 12, 2021

Re: Municipal Insurance Costs

8. Municipality of Mississippi Mills dated January 18, 2021

Re: Request for Revisions to Municipal Elections

Discussion is held on the January 12, 2021 communication from the Township of Larder Lake and the resolution of their Council. The Chief Administrative Officer is asked to put together a summary of the Town's insurance costs and to discuss rising insurance costs at the next regional CAOs' meeting.

Motion: RCM - 20/21

Moved by Councillor Bill Altenhof

Seconded by Councillor Tania Jobin

That Communications - For Information 1 through 8 as listed on the Tuesday, January 26, 2021 Regular Council Agenda, **be received.**

Carried

Motion: RCM - 21/21

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

That the resolution by the Council of the Township of Larder Lake at their January 12, 2021, meeting Municipality of Larder Lake calling on the Province of Ontario to immediately review the Association of Municipalities of Ontario seven recommendations to address insurance issues and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID-19 delays, as insurance premiums will soon be out of reach for many communities, **be supported;**

And that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the

Honourable Doug Downey, Attorney General of Ontario, the Local MPPs, Association of Municipalities of Ontario and area municipalities.

Carried

K. Communications - Action Required

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

L. Committee Minutes

There are no Committee Minutes presented to Council.

M. Reports

1. Corporate Services & Clerk

- a. CS-2021-02 2020 Open and Closed Meetings

Motion: RCM - 22/21

Moved by Councillor Brian Houston

Seconded by Councillor Tania Jobin

That Report CS-2021-02 regarding 2020 Open and Closed Council Meetings, **be received.**

Carried

2. Financial Services

- a. FS-2021-01 Taxes Receivable - December 2020

Motion: RCM - 23/21

Moved by Councillor Andrew Dowie

Seconded by Councillor Bill Altenhof

That Report 2021-01 Taxes Receivable 2020, **be received.**

Carried

3. Public Works & Environmental Services

- a. PWES-2021-01 Traffic Analysis - 2020 Radar Speed Surveys

A Member requests that speed monitoring be implemented on Gauthier Street.

Motion: RCM - 24/21

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Rick Tonial

That Report PWES-2021-01 Traffic Analysis – 2020 Radar Speed Surveys, **be received.**

Carried

b. PWES-2021-02 Drainage Act Regulatory Proposal

Motion: RCM - 25/21

Moved by Councillor Tania Jobin

Seconded by Councillor Andrew Dowie

That Report PWES-2021-02 Drainage Act Regulatory Proposal and Administrative Comments, **be received**;

And that Report PWES-2021-02 **be submitted** to the Food Safety and Environmental Policy Branch as comments from the Town of Tecumseh regarding the Drainage Act Regulatory Proposal as specified on the Environmental Registry of Ontario.

Carried

N. By-Laws

1. By-law 2021-04

Being a By-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the Year 2021.

2. By-law 2021-05

Being a by-law to authorize the execution of Minutes of Settlement with the Windsor Utilities Commission and the City of Windsor concerning the Water Servicing Agreement between the parties.

3. By-law 2021-06

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of police services.

Motion: RCM - 26/21

Moved by Councillor Rick Toniai

Seconded by Councillor Brian Houston

That By-law 2021-04 being a by-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the Year 2021;

That By-law 2021-05 being a by-law to authorize to execution of Minutes of Settlement with the Windsor Utilities Commission and the City of Windsor concerning the Water Servicing Agreement between the parties;

The By-law 2021-06 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of police services.

Be given first and second reading.

Carried

Motion: RCM - 27/21

Moved by Deputy Mayor Joe Bachetti

Seconded by Councillor Tania Jobin

That By-law 2021-04 being a by-law to provide for the adoption of the estimates of all sums required (budget) for general municipal purposes for the Year 2021;

That By-law 2021-05 being a by-law to authorize to execution of Minutes of Settlement with the Windsor Utilities Commission and the City of Windsor concerning the Water Servicing Agreement between the parties;

The By-law 2021-06 being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of police services.

Be given third and final reading.

Carried

O. Unfinished Business

1. January 26, 2021

The Members receive the Unfinished Business listing for Tuesday, January 26, 2021.

P. New Business

Essex Region Conservation Authority (ERCA) Chair

Congratulations are extended to Councillor Tania Jobin for being acclaimed to the Chair of the ERCA Board.

Q. Motions

1. Rodent Control Subsidy Program

This motion was brought forward by Councillor Andrew Dowie

Motion: RCM - 28/21

Moved by Councillor Andrew Dowie

Seconded by Deputy Mayor Joe Bachetti

That Administration review the recently approved Rodent Control subsidies in several Ontario municipalities including Niagara Falls, St. Catharines, and Welland, and the regional municipality of Peel, as well as the cancellation of subsidies in Sault Ste. Marie and Toronto,

And that Administration report back on outcomes and deliverables reported from operating these subsidy programs to the Policies and Priorities Committee in a timeframe that allows for prospective consideration as part of the 2022 Budget.

Carried

2. Confirmatory By-law

Motion: RCM - 29/21

Moved by Councillor Bill Altenhof

Seconded by Councillor Rick Toniai

That By-Law 2020-07 being a by-law to confirm the proceedings of the Tuesday, January 26, 2021, 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.

S. Next Meeting

Tuesday, February 9, 2021

7:00 pm Regular Council Meeting

T. Adjournment

Motion: RCM - 30/21

Moved by Councillor Bill Altenhof

Seconded by Councillor Rick Toniai

That there being no further business, the Tuesday, January 26, 2021 meeting of the Regular Council **be adjourned** at 7:42 pm.

Carried

Gary McNamara, Mayor

Laura Moy, Clerk



PORT COLBORNE

Corporate Services Department
Clerk's Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 • www.portcolborne.ca

T 905.835.2900 ext 106 F 905.834.5746
E amber.lapointe@portcolborne.ca

January 22, 2021

The Honourable Doug Ford, Premier of Ontario
Legislative Building, Queen's Park
Toronto, ON M7A 1Y7

VIA E-MAIL

Dear Premier Ford:

Re: Resolution – Drainage Matters on Canadian National Railway Lands

Please be advised that, at its meeting of December 14, 2020, the Council of The Corporation of the City of Port Colborne resolved as follows:

That the resolution received from the Municipality of Southwest Middlesex Re: Drainage Matters on Canadian National Railway Lands, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

Encl.

ec: Hon. Omar Alghabra, Federal Minister of Transport
Hon. Ernie Hardeman, Ministry of Agriculture, Food and Rural Affairs
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Chris Bittle, MP St. Catharines
Tony Baldinelli, MP Niagara Falls
Vance Badawey, MP Niagara Centre
Dean Allison, MP Niagara West
Jennifer Stevens, MPP St. Catharines
Wayne Gates, MPP Niagara Falls
Jeff Burch, MPP Niagara Centre
Sam Oosterholf, MPP Niagara West
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at its November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill

Seconded by Councillor Virk

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Sincerely,

A handwritten signature in cursive script, reading "Jillene Bellchamber-Glazier".

Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities



Municipality of Southwest Middlesex (via e-mail)

January 18th 2021

Re: Support of Resolution from the Council of Southwest Middlesex addressing concerns regarding municipal drainage matters and need for coordination with the national railways.

Please be advised that on January 6th 2021 the Town of Plympton-Wyoming Council passed the following motion to support the Council of Southwest Middlesex's motion (attached) requesting that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways.

Motion #13 – Moved by Bob Woolvett, Seconded by Gary Atkinson that Plympton-Wyoming Council supports the Municipality of Southwest Middlesex's resolution regarding Drainage Matters: CN Rail.
Motion Carried.

If you have any questions regarding the above motion, please do not hesitate to contact me by phone or email at ekwarciak@plympton-wyoming.ca.

Sincerely,

Erin Kwarciak

Clerk

Town of Plympton-Wyoming

Cc: (all sent via e-mail)
The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities

The Corporation of the Town of Plympton-Wyoming

P.O Box 250, 546 Niagara Street, Wyoming Ontario N0N 1T0

Tel: 519-845-3939 Ontario Toll Free: 1-877-313-3939



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at its November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill

Seconded by Councillor Virk

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

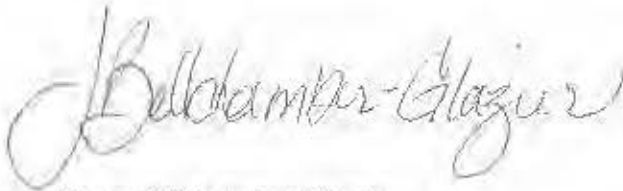
WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Sincerely,

A handwritten signature in cursive script, reading "Jillene Bellchamber-Glazier".

Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities



The Corporation of the Municipality of West Nipissing /
La Corporation de la Municipalité de Nipissing Ovest

Resolution No.

2021 / 11

JANUARY 5, 2021

Moved by / *Proposé par :*

« Councillor Y. Duhaime »

Seconded by / *Appuyé par :*

« Councillor L. Sénécal »

WHEREAS the Municipality of West Nipissing received a request from the Municipality of Southwest Middlesex seeking support for their resolution asking various levels of government to address concerns regarding municipal drainage matters and the need for coordination with the national railways;

BE IT RESOLVED THAT Council for the Municipality of West Nipissing supports the Municipality of Southwest Middlesex's resolution seeking to address concerns regarding municipal drainage matters and the need for coordination with the national railways;

BE IT FURTHER RESOLVED THAT Council for the Municipality of West Nipissing also requests that the resolution be forwarded to the Provincial Minister of Agriculture, Food, and Rural Affairs, Municipal Affairs and Housing, the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)	X	X
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: **« Mayor Joanne Savage »**

DEFEATED: _____

DEFERRED OR TABLED: _____



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at its November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill
Seconded by Councillor Vink

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

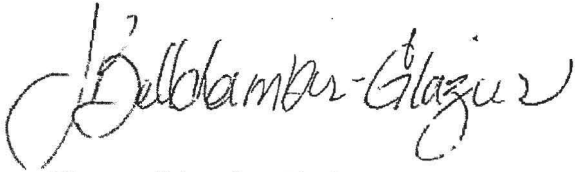
WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

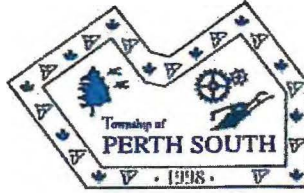
THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Sincerely,

A handwritten signature in black ink, reading "Jillene Bellchamber-Glazier". The signature is written in a cursive, flowing style with a large initial "J".

Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities



Corporation of the Township of Perth South

3191 Road 122
St. Pauls, ON N0K 1V0
Telephone 519-271-0619
Fax 519-271-0647
lscott@perthsouth.ca

December 16, 2020

Municipality of Southwest Middlesex
Jillene Belchamber-Glazier, CAO-Clerk

Sent by email

RE: Drainage Matters & CN Rail

At the regular meeting of the Township of Perth South council held December 15, 2020 council received the resolution sent December 7, 2020 in regards to drainage matters and the current working relationship with CN Rail. The Township has experienced similar delays with drainage projects and agrees that the situation needs to improve. Council directed staff to send a letter of support for your resolution.

If you require any additional information please contact me.

Regards,

Lizet Scott
Clerk

Cc: The Honourable Marc Garneau, Minister of Transport
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Randy Pettapiece, MPP Perth Wellington
John Nater, MP Perth Wellington
The Association of Municipalities of Ontario
All Ontario Municipalities



West Nipissing Ovest

Joie de vivre

The Corporation of the Municipality of West Nipissing
La Corporation de la Municipalité de Nipissing Ovest
101-225, rue Holditch Street, Sturgeon Falls, ON P2B 1T1

P/T (705) 753-2250 (1-800-263-5359)
F/TC (705) 753-3950

January 7, 2021

Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs
77 Grenville Street
Toronto, Ontario M7A 1B3

SENT VIA E-MAIL

Honourable Minister Hardeman:

SUBJECT: REQUEST TO SUPPORT COMMUNITIES WITH EMERGENCY OPERATIONAL FUNDING

At its regular meeting held on January 5, 2021, Council for the Municipality of West Nipissing passed resolution **2021/11**, a copy of which is attached hereto. The resolution supports a request circulated by the Municipality of Southwest Middlesex, seeking to address concerns regarding municipal drainage matters and the need for coordination with the national railways.

We trust the enclosed is self-explanatory.

Respectfully,

Deputy Clerk / Assistant to the
Chief Administrative Officer

\Encl.

cc: Minister of Municipal Affairs and Housing
Minister of Transportation
Association of Municipalities of Ontario (AMO)
Marc Serré, MP
John Vanthof, MPP
Ontario municipalities



The Corporation of the Municipality of West Nipissing /
La Corporation de la Municipalité de Nipissing Ovest

Resolution No.

2021 / 11

JANUARY 5, 2021

Moved by / *Proposé par :*

« Councillor Y. Duhaime »

Seconded by / *Appuyé par :*

« Councillor L. Sénécal »

WHEREAS the Municipality of West Nipissing received a request from the Municipality of Southwest Middlesex seeking support for their resolution asking various levels of government to address concerns regarding municipal drainage matters and the need for coordination with the national railways;

BE IT RESOLVED THAT Council for the Municipality of West Nipissing supports the Municipality of Southwest Middlesex's resolution seeking to address concerns regarding municipal drainage matters and the need for coordination with the national railways;

BE IT FURTHER RESOLVED THAT Council for the Municipality of West Nipissing also requests that the resolution be forwarded to the Provincial Minister of Agriculture, Food, and Rural Affairs, Municipal Affairs and Housing, the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.

	YEAS	NAYS
DUHAIME, Yvon		
FISHER, Christopher		
LARABIE, Roland		
MALETTE, Léo		
ROVEDA, Dan		
WARD 7 (vacant)	X	X
SÉNÉCAL, Denis		
SÉNÉCAL, Lise		
SAVAGE, Joanne (MAYOR)		

CARRIED: **« Mayor Joanne Savage »**

DEFEATED: _____

DEFERRED OR TABLED: _____



Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at its November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill
Seconded by Councillor Vink

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

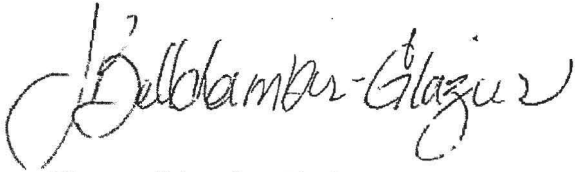
WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

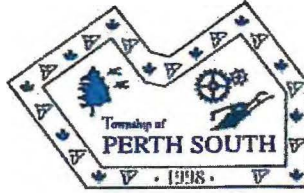
THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Sincerely,

A handwritten signature in black ink, reading "Jillene Bellchamber-Glazier". The signature is fluid and cursive, with the first name "Jillene" being more prominent and stylized.

Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities



Corporation of the Township of Perth South

3191 Road 122
St. Pauls, ON N0K 1V0
Telephone 519-271-0619
Fax 519-271-0647
lscott@perthsouth.ca

December 16, 2020

Municipality of Southwest Middlesex
Jillene Belchamber-Glazier, CAO-Clerk

Sent by email

RE: Drainage Matters & CN Rail

At the regular meeting of the Township of Perth South council held December 15, 2020 council received the resolution sent December 7, 2020 in regards to drainage matters and the current working relationship with CN Rail. The Township has experienced similar delays with drainage projects and agrees that the situation needs to improve. Council directed staff to send a letter of support for your resolution.

If you require any additional information please contact me.

Regards,

Lizet Scott
Clerk

Cc: The Honourable Marc Garneau, Minister of Transport
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Randy Pettapiece, MPP Perth Wellington
John Nater, MP Perth Wellington
The Association of Municipalities of Ontario
All Ontario Municipalities



PORT COLBORNE

Corporate Services Department
Clerk's Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 • www.portcolborne.ca

T 905.835.2900 ext 106 F 905.834.5746

E amber.lapointe@portcolborne.ca

January 25, 2021

The Honourable Ernie Hardeman
Ministry of Agriculture, Food and Rural Affairs
11th Floor, 77 Grenville St.
Toronto, ON M5S 1B3

VIA E-MAIL

Dear Mr. Hardeman:

Re: Resolution – Amending the Tile Drainage Installation Act

Please be advised that, at its meeting of December 14, 2020, the Council of The Corporation of the City of Port Colborne resolved as follows:

That the resolution received from the Township of Howick Re: Amending the Tile Drainage Installation Act, be supported.

A copy of the above noted resolution is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

Encl.

ec: Jeff Burch, MPP Niagara Centre
Wayne Gates, MPP Niagara Falls
Jennifer Stevens, MPP St. Catharines
Sam Oosterhoff, MPP Niagara West
Rural Ontario Municipal Association
Ontario Federation of Agriculture
Christian Farmers Federation of Ontario
Association of Municipalities of Ontario (AMO)
Land Improvement Contractors of Ontario
Drainage Superintendents of Ontario Association
Ontario Municipalities



44816 Harriston Road, RR 1, Gorrie On N0G 1X0
Tel: 519-335-3208 ext 2 Fax: 519-335-6208
www.howick.ca

City of Port Colborne
RECEIVED
DEC 03 2020
CORPORATE SERVICES
DEPARTMENT

December 3, 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 December 1, 2020 Howick Council meeting:

Moved by Councillor Hargrave; Seconded by Councillor Illman:

Be it resolved that Council request the Ministry of Agriculture, Food and Rural Affairs amend the Tile Drainage Installation Act and/or the regulations under the Act that would require tile drainage contractors file farm tile drainage installation plans with the local municipality; and further, this resolution be forwarded to Minister of Agriculture, Food and Rural Affairs, Huron-Bruce MPP Lisa Thompson, Perth-Wellington MPP Randy Pettapiece, Rural Ontario Municipal Association, Ontario Federation of Agriculture, Christian Farmers Federation Of Ontario, Land Improvement Contractors of Ontario, Drainage Superintendents of Ontario and all Ontario municipalities. Carried. Resolution No. 288/20

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

Yours truly,

Carol Watson

Carol Watson, Clerk
Township of Howick



Background Information to the Township of Howick

Resolution No. 288-20 Requesting Amendments to the

Agricultural Tile Drainage Installation Act

Rational for Proposed Amendments

Over the years, Howick Township staff have received many requests for tile drainage information on farmland. Usually these requests come after a change in ownership of the farm. Some of these drainage systems were installed recently but many are 30 to 40 or more years old. Many were installed by contractors who are no longer in business or who have sold the business and records are not available.

Information is generally available if the tile was installed under the Tile Drain Loan Program because a drainage plan is required to be filed with the municipality. If the tile system was installed on a farm without using the Tile Drain Loan Program, there likely are no records on file at the municipal office.

The other benefits to filing tile drainage plans with the municipality are identified in Section 65 of the Drainage Act.

- 65(1) – Subsequent subdivision of land (severance or subdivision)
- 65(3) – Drainage connection into a drain from lands not assessed to the drain
- 65(4) – Drainage disconnection of assessed lands from a drain
- 65(5) – Connecting to a municipal drain without approval from council

Section 14 of the Act states:

(1) "The Lieutenant Governor in Council may make regulations,

(a) providing for the manner of issuing licences and prescribing their duration, the fees payable therefor and the terms and conditions on which they are issued;

(a.1) exempting classes of persons from the requirement under section 2 to hold a licence, in such circumstances as may be prescribed and subject to such restrictions as may be prescribed;

(b) Repealed: 1994, c. 27, s. 8 (5).

(c) establishing classes of machine operators and prescribing the qualifications for each class and the duties that may be performed by each class;



- (d) providing for courses of instruction and examinations and requiring licence holders or applicants for a licence under this Act to attend such courses and pass such examinations;
- (e) prescribing the facilities and equipment to be provided by persons engaged in the business of installing drainage works;
- (f) prescribing standards and procedures for the installation of drainage works;
- (g) prescribing performance standards for machines used in installing drainage works;
- (h) prescribing forms and providing for their use;
- (i) respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Act. R.S.O. 1990, c. A.14, s. 14; 1994, c. 27, s. 8 (4, 5)."

I believe it would be beneficial if a regulation required the installer, of agricultural drainage, to file a plan of the drainage system with the municipality following completion of the work.

While most of Section 14 deals with contractor, machine and installer licences, I think that Section 14(f) or 14(i) may allow a regulation change. This would be a better solution than an amendment to the Act.

Recommendations:

- Request by municipal resolution that the Ministry of Agriculture, Food and Rural Affairs amend the Tile Drainage Installation Act and/or the regulations, under the Act, that would require tile drainage contractors file all farm tile drainage installation plans in the Municipality where the installation took place
- Send the municipal resolution to:
 - Minister of Agriculture, Food and Rural Affairs
 - Lisa Thompson, MPP Huron Bruce
 - Randy Pettapiece, MPP Perth Wellington
 - Rural Ontario Municipal Association roma@roma.on.ca
 - [OFA](#)
 - [CFFO](#)
 - All Ontario municipalities
 - the Land Improvement Contractors of Ontario (LICO), and
 - the Drainage Superintendents Association of Ontario (DSAO)

Wray Wilson, Drainage Superintendent
Township of Howick
drainage@howick.ca

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 more people 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 Corporation of the County of Prince Edward Council send a letter to the Ministry of Municipal Affairs and Housing urging that the Government of Ontario continues to respect Ontario municipalities' ability to apply sound representative principles in their execution of elections;

AND THAT the Corporation of the County of Prince Edward Council recommends that the Government of Ontario supports the freedom of municipalities to run democratic elections within the existing framework the Act currently offers;

AND THAT this resolution be circulated to all Ontario Municipalities, AMO and AMCTO.

CARRIED



Catalina Blumenberg, **Clerk**

January 22, 2021

RE: Insurance Rates Resolution

Please be advised that the Council of the Municipality of Grey Highlands, at its meeting held January 20, 2021, passed the following resolution:

2021-39

Moved by Tom Allwood, Seconded by Aakash Desai

Whereas the cost of municipal insurance in the Province of Ontario has continued to increase – with especially large increases going into 2021; and

Whereas Joint and Several Liability continues to ask property taxpayers to carry the lion's share of a damage award when a municipality is found at minimum fault; and

Whereas these increases are unsustainable and unfair and eat at critical municipal services; and

Whereas the Association of Municipalities of Ontario outlined seven recommendations to address insurance issues including:

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

as to the fiscal impact of joint and several liability.

7. Establish a provincial and municipal working group to consider the above and put forward recommendations to the Attorney General;

Now therefore be it resolved that the Council for the Municipality of Grey Highlands call on the Province of Ontario to immediately review these recommendations and to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities and

**Be it further resolved that this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Peter Bethlenfalvy, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario, the Honourable Bill Walker, MPP for Bruce - Grey - Owen Sound, and all Ontario municipalities.
CARRIED.**

As per the above resolution, please accept a copy of this correspondence for your information and consideration.

Sincerely,



Jerri-Lynn Levitt
Deputy Clerk
Council and Legislative Services
Municipality of Grey Highlands

Municipal Office
15 Water Street
Telephone (705) 282-2420
Fax (705) 282-3076

Postal Box 590
Gore Bay, Ontario
POB 1H0



Office of the

CAO/Clerk

January 25, 2021

Dan Thibeault
Clerk Treasurer CAO
Municipality of Charlton and Dack
287237 Sprucegrove Road
Englehart, ON P0J 1H0

Re: Motion Regarding Insurance

Please be advised that at a recent Council meeting held on January 11, 2021 Council reviewed your correspondence regarding the increased cost of municipal insurance.

The Town of Gore Bay is in support for the Municipality of Charlton and Dack to urge the Province of Ontario to immediately review the recommendations and investigate the unethical practices of preferred vendors who are paid substantial amounts over the industry standard despite Covid 19 delays, as insurance premiums will soon be out of reach for many communities.

Please find attached a certified true copy of Resolution No. 14993 indicating the Town of Gore Bay's support.

Yours truly,

Stasia Carr
CAO/Clerk
Encl.
SC/pf

CC: Honourable Doug Ford, Premier of Ontario
Honourable Rod Phillips, Minister of Finance
Honourable Doug Downey, Attorney General of Ontario
All Ontario Municipalities

THE CORPORATION OF THE TOWN OF GORE BAY

RESOLUTION NUMBER 14993

14993

Moved by Jack Clark

Seconded by Aaron Wright

BE IT RESOLVED THAT Gore Bay Council send a letter of support to the Municipality of Charleton and Dack to immediately review the recommendations to investigate the unethical practice of preferred vendors who are paid substantial amounts over industry standards, despite COVID 19 delays, as insurance premiums will soon be out of reach for many communities;

FURTHER, this motion be provided to the Honourable Doug Ford, Premier of Ontario, the Honourable Rod Phillips, Minister of Finance, the Honourable Doug Downey, Attorney General of Ontario and all other Ontario municipalities.

Carried

THIS IS A CERTIFIED TRUE COPY
OF RESOLUTION NUMBER 14993
ADOPTED BY COUNCIL ON
January 11, 2021



.....
Stasia Carr
CAO/Clerk

January 22, 2021

RE: Item for Discussion – Infrastructure Funding

At its meeting of January 20, 2021, the Council of the Corporation of the Town of Bracebridge ratified motion 21-GC-024, regarding Infrastructure Funding, as follows:

“WHEREAS the Association of Municipalities of Ontario (AMO) has reported that municipal governments own more of Ontario’s infrastructure than any other order of government, and most of it is essential to economic prosperity and quality of life;

AND WHEREAS municipalities deliver many of the services that are critical to residents in every community, and these services rely on well-planned, well-built and well-maintained infrastructure;

AND WHEREAS the Ontario Provincial Government has stated that universal asset management will be the foundation of its municipal infrastructure strategy because effective asset management planning helps ensure that investments are made at the right time to minimize future repair and rehabilitation costs and maintain assets;

AND WHEREAS Federal and Provincial infrastructure funding models now contain requirements for recipients to demonstrate that comprehensive asset management planning principles are applied when making decisions regarding infrastructure investment;

AND WHEREAS infrastructure funding limits need to be large enough to support significant projects that have a lasting community impact over multiple generations;

AND WHEREAS targeted funding for critical infrastructure is inconsistent with the principle foundation of an asset management strategy which prioritizes needs over wants and has resulted in underfunding of the wide range of infrastructure that municipalities are responsible for maintaining, such as arenas and libraries;

AND WHEREAS the Community, Culture and Recreation Stream of the Investing in Canada Infrastructure Program received demand of almost \$10 billion for a \$1 billion funding envelope;

AND WHEREAS broad eligibility for funding is more appropriate as municipalities best understand their infrastructure needs together with the needs of their community;

AND WHEREAS no and/or insufficient funding programs currently exist to fund the demonstrated need for the building, restoration and enhancement of community, culture and recreation assets;

AND WHEREAS funding the replacement of these needed capital assets is beyond the financial capacity of most communities;

AND WHEREAS the age of the Town of Bracebridge arena is greater than 70 years old, and the Library greater than 110 years old, requiring immediate replacement;

AND WHEREAS the Town of Bracebridge was recently denied any funding under the Community, Culture and Recreation stream of the Investing in Canada Infrastructure Program, despite clearly meeting the tests of proper asset management and identifying needs over wants;

AND WHEREAS the economy of Ontario has been negatively impacted by the ongoing measures implemented to reduce the spread of COVID-19;

NOW THEREFORE the Council of The Corporation of the Town of Bracebridge resolves as follows:

1. THAT the Federal and Provincial Governments provide immediate broad and substantial municipal funding opportunities for well-planned, shovel-ready projects already prioritized under municipal asset management plans to provide immediate stimulus to the local, provincial and the federal economies in order to rebound from the impact of the COVID-19 pandemic.
2. AND THAT this resolution be forwarded to the Right Honourable Prime Minister of Canada; the Federal Minister of Infrastructure and Communities; the Honourable Premier of Ontario; the Ontario Minister of the Finance; the Ontario Minister of Infrastructure; the Ontario Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); the Local Member of Parliament (MP); the Local Member of Provincial Parliament (MPP); and all Municipalities in Ontario.

In accordance with Council's direction I am forwarding you a copy of the resolution for your attention.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,



Graydon Smith
Mayor

February 3, 2021

Via email: TArbuckle@bracebridge.ca

Town of Bracebridge
Attention: Mayor Graydon Smith
1000 Taylor Court
Bracebridge, ON
P1L 1R6

Dear Mayor Smith:

RE: Correspondence – Request for Municipal Infrastructure Funding Opportunities

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on February 2, 2021, and the following was passed.

“Resolution #8(d)/02/02/21

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the resolution from the Town of Bracebridge requesting the Federal and Provincial Governments provide immediate broad and substantial municipal Infrastructure Funding opportunities for well-planned, shovel-ready projects already prioritized under municipal asset management plans to provide immediate stimulus to the local, provincial and the federal economies in order to rebound from the impact of the COVID-19 pandemic, dated January 22, 2021.

AND FURTHER THAT this resolution be forwarded to the Town of Bracebridge, the Right Honourable Prime Minister of Canada, the Federal Minister of Infrastructure and Communities, the Honourable Premier of Ontario, the Ontario Minister of Finance, the Ontario Minister of Infrastructure, the Ontario Minister of Municipal Affairs and Housing, the Association of Municipalities of Ontario, the Federation of Canadian Municipalities, the Local Member of Parliament, the Local Member of Provincial Parliament, and all Ontario Municipalities.

Carried.”

...2

Page 2

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.
CS/cw
Encl.

Copy to:

- Right Honourable Prime Minister of Canada
- Federal Minister of Infrastructure and Communities
- Hon. Doug Ford, Premier of Ontario
- Hon. Peter Bethlenfalvy, Minister of Finance
- Hon. Steve Clark, Minister of Municipal Affairs and Housing
- Hon. Scott Aitchison, M.P. Parry Sound-Muskoka
- Hon. Norm Miller, M.P.P. Parry Sound-Muskoka
- Federation of Canadian Municipalities
- Association of Municipalities of Ontario
- All Ontario Municipalities

January 22, 2021

RE: Item for Discussion – Infrastructure Funding

At its meeting of January 20, 2021, the Council of the Corporation of the Town of Bracebridge ratified motion 21-GC-024, regarding Infrastructure Funding, as follows:

“WHEREAS the Association of Municipalities of Ontario (AMO) has reported that municipal governments own more of Ontario’s infrastructure than any other order of government, and most of it is essential to economic prosperity and quality of life;

AND WHEREAS municipalities deliver many of the services that are critical to residents in every community, and these services rely on well-planned, well-built and well-maintained infrastructure;

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AND WHEREAS Federal and Provincial infrastructure funding models now contain requirements for recipients to demonstrate that comprehensive asset management planning principles are applied when making decisions regarding infrastructure investment;

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AND WHEREAS targeted funding for critical infrastructure is inconsistent with the principle foundation of an asset management strategy which prioritizes needs over wants and has resulted in underfunding of the wide range of infrastructure that municipalities are responsible for maintaining, such as arenas and libraries;

AND WHEREAS the Community, Culture and Recreation Stream of the Investing in Canada Infrastructure Program received demand of almost \$10 billion for a \$1 billion funding envelope;

AND WHEREAS broad eligibility for funding is more appropriate as municipalities best understand their infrastructure needs together with the needs of their community;

AND WHEREAS no and/or insufficient funding programs currently exist to fund the demonstrated need for the building, restoration and enhancement of community, culture and recreation assets;

AND WHEREAS funding the replacement of these needed capital assets is beyond the financial capacity of most communities;

AND WHEREAS the age of the Town of Bracebridge arena is greater than 70 years old, and the Library greater than 110 years old, requiring immediate replacement;

AND WHEREAS the Town of Bracebridge was recently denied any funding under the Community, Culture and Recreation stream of the Investing in Canada Infrastructure Program, despite clearly meeting the tests of proper asset management and identifying needs over wants;

AND WHEREAS the economy of Ontario has been negatively impacted by the ongoing measures implemented to reduce the spread of COVID-19;

NOW THEREFORE the Council of The Corporation of the Town of Bracebridge resolves as follows:

1. THAT the Federal and Provincial Governments provide immediate broad and substantial municipal funding opportunities for well-planned, shovel-ready projects already prioritized under municipal asset management plans to provide immediate stimulus to the local, provincial and the federal economies in order to rebound from the impact of the COVID-19 pandemic.
2. AND THAT this resolution be forwarded to the Right Honourable Prime Minister of Canada; the Federal Minister of Infrastructure and Communities; the Honourable Premier of Ontario; the Ontario Minister of the Finance; the Ontario Minister of Infrastructure; the Ontario Minister of Municipal Affairs and Housing; the Association of Municipalities of Ontario (AMO); the Federation of Canadian Municipalities (FCM); the Local Member of Parliament (MP); the Local Member of Provincial Parliament (MPP); and all Municipalities in Ontario.

In accordance with Council's direction I am forwarding you a copy of the resolution for your attention.

Please do not hesitate to contact me if I can provide any additional clarification in this regard.

Yours truly,



Graydon Smith
Mayor



January 22, 2021

SENT VIA EMAIL

RE: Support of Resolution Regarding Removal of Windsor International Airport from NAV Canada Closure List

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, January 12, 2021 enacted the following resolution:

No. C-06-21

That Administration BE DIRECTED to send correspondence in support of the County of Essex requesting that Navigation Canada (NAV Canada) remove Windsor International Airport from their list of airports currently being studied for possible removal of air traffic controllers, and noting the economic impact that loss of air traffic would have on the region.

Carried

Enclosed is a copy of the County of Essex correspondence for convenience and reference purposes.

Sincerely,
Brenda M. Percy, Clerk

cc: Hon. Marc Garneau, Minister of Transport
Rick Nichols, MPP, Chatham-Kent-Essex
David Epp, MP, Chatham-Kent-Leamington
Robert Auger, Town Solicitor, Legal and Legislative Services/Clerk - Town of Essex
Jennifer Astrologo, Director of Corporate Services/Clerk - Town of Kingsville
Agatha Robertson, Director of Council Services/Clerk - Town of LaSalle
Kristen Newman, Director of Legislative and Legal Services/Clerk - Town of Lakeshore
Paula Parker, Municipal Clerk- Town of Amherstburg
Laura Moy, Director of Corporate Services/Clerk - Town of Tecumseh
Mary Birch, Director of Council and Community Services/Clerk -County of Essex
Valerie Critchley, City Clerk - City of Windsor
Association of Municipalities of Ontario (AMO)



December 2, 2020

Neil R. Wilson
President and Chief Executive Officer
Nav Canada
77 Metcalfe Street
Ottawa ON K1P 5L6

Sent via email: wilsonn@navcanada.ca

Dear Mr. Wilson,

Re: Removal of Windsor International Airport from NAV Canada closure list

Essex County Council, at its Wednesday, December 2, 2020 meeting, adopted the following resolution:

263-2020

Moved By: Tom Bain

Seconded by: Richard Meloche

That County Council send a letter to Transportation Minister Garneau, requesting that Navigation Canada (NAV Canada) remove Windsor International Airport from their list of airports currently being studied for possible removal of air traffic controllers, and noting the economic impact that loss of air traffic would have on the region.

Carried

The Windsor International Airport is a popular point of entry into Canada, providing business and general aviation options, and serving Essex County as well as the City of Windsor and surrounding communities.

Removal of the air traffic controllers would result in a closure of the Windsor International Airport, which would have a detrimental economic impact on the region.

On behalf of Essex County Council, I am writing to express our strong opposition to the review by Navigation Canada (NAV Canada) for the possible removal of Windsor International Airport air traffic controllers.

Further, on behalf of Essex County Council and by copy of this letter, we formally request that the local MP's and MPP's support the above motion.

Your consideration on this resolution is greatly appreciated.

Sincerely,



Gary McNamara
Warden, County of Essex
Mayor, Town of Tecumseh

CC:

- Hon. Marc Garneau, Minister of Transport (marc.garneau@parl.gc.ca)
- Taras Natyshak, MPP, Essex (tnatyshak-gp@ndp.on.ca)
- Rick Nicholls, MPP, Chatham-Kent-Essex (rick.nicholls@pc.ola.org)
- Percy Hatfield, MPP, Windsor-Tecumseh (Phatfield-gp@ndp.on.ca)
- Chris Lewis, MP, Essex (chris.lewis@parl.gc.ca)
- David Epp, MP, Chatham-Kent-Leamington (dave.epp@parl.gc.ca)
- Irek Kusmierczyk, MP (irek.kusmierczyk@parl.gc.ca)
- Drew Dilkens, Mayor, City of Windsor (mayoro@citywindsor.ca)
- Local Area Municipalities

25 January, 2021

Sent to all Clerks of Member Municipalities

Re: Essex Region Source Protection Committee – Municipal Representation

As required by the Clean Water Act, 2006, the Essex Region Source Protection Authority (ERSPA) has an established Source Protection Committee (SPC), which follows the guidance of Ontario Regulation 288/07 (O.Reg 288/07). The SPC is composed of 15 members, including five (5) representatives from the municipal sector. The remaining two-thirds of the SPC are representatives of key industries (e.g. agriculture, greenhouse operations, and fuel suppliers) and members of the public at large.

In 2007, the ERSPA striking committee proposed the following composition of municipal representation on the SPC.

- City of Windsor – 2 members
- Union Water Supply System – 1 member
- Town of Lakeshore – 1 member
- Town of Amherstburg – 1 member

The striking committee felt that those municipalities responsible for the Water Treatment Plants that provide the largest water supplies should have the opportunity to have representation on the SPC. A letter was sent to all Clerks of Member Municipalities on July 30, 2007 to this effect, and this distribution of representation was subsequently endorsed by all municipalities in 2007. At this time, the term of appointment is expiring for one municipal member, one municipal member is retiring and one municipal member has taken a new position and can no longer sit on the SPC in this role.

Ian Wilson, a member of the SPC since 2014 first in the Economic Sector and then filling an interim position for the City of Windsor since September 2020, will be stepping down from his position. Mr. Wilson was a valued member of the SPC, and will be missed. The City of Windsor has nominated Kevin Webb as their representative to the SPC. Mr. Webb is the City's Manager of Environmental Quality, which was previously held by Paul Drca. Mr. Webb brings a background of human health, laboratory analysis, and a passion for safe drinking water. We are pleased to have Mr. Webb join the SPC.

Municipal Councils are asked to endorse Mr. Webb prior to his formal appointment by the Essex Region Source Protection Authority as a regular SPC member. In keeping with our previous practices, at this time we are asking that all member Municipalities endorse the following individuals' appointment to the Essex Region Source Protection Committee:

- **Kevin Webb, City of Windsor**, appointment date: April 14, 2021; expiration of appointment: April 14, 2026

Responses in the form of Council Resolutions are kindly requested by **1 March, 2021**. The Essex Region Source Protection Authority is scheduled to address this matter at their meeting on April 14, 2021

This letter is sent under separate cover to municipal staff who have been appointed by their municipality to assist with Source Water Protection. Please contact me if you require any further information.

Sincerely,



Katie Stammer, PhD
Water Quality Scientist and Source Water Project Manager
Essex Region Conservation Authority

2020



Essex Region Conservation
the *place* for life

Annual Report





I know that the critically important conservation work we undertake will continue to have a profound impact on the sustainability of the Windsor-Essex region.

A Message From The Chair

2020. How does one even begin to describe it? In March, the COVID-19 pandemic required our staff, like so many around the world, to rapidly transition to work from home. On behalf of the Board, I extend my sincerest appreciation to our Human Resources Manager and Application Support Technician, who were instrumental in ensuring we were able to carry on our important watershed management work without interruption.

While our dedicated team worked vigilantly to respond to the needs of our community, a collision of circumstances created additional challenges. Continued record-high water levels kept our staff on guard around the clock to monitor for flooding while we continued to receive an unprecedented number of permit and development applications to ensure the protection of new development. In November, Conservation Authorities across the province were stunned by significant changes to the Conservation Authorities act embedded in Bill 229, an

omnibus bill. These changes will have profound impacts to the delivery model of our watershed based programs and services. We were also deeply saddened by the sudden passing of Councillor John Jacobs, who represented the Municipality of Leamington on our Board of Directors since 2015. John posed thoughtful questions and was a staunch advocate for his community, and he will be missed.

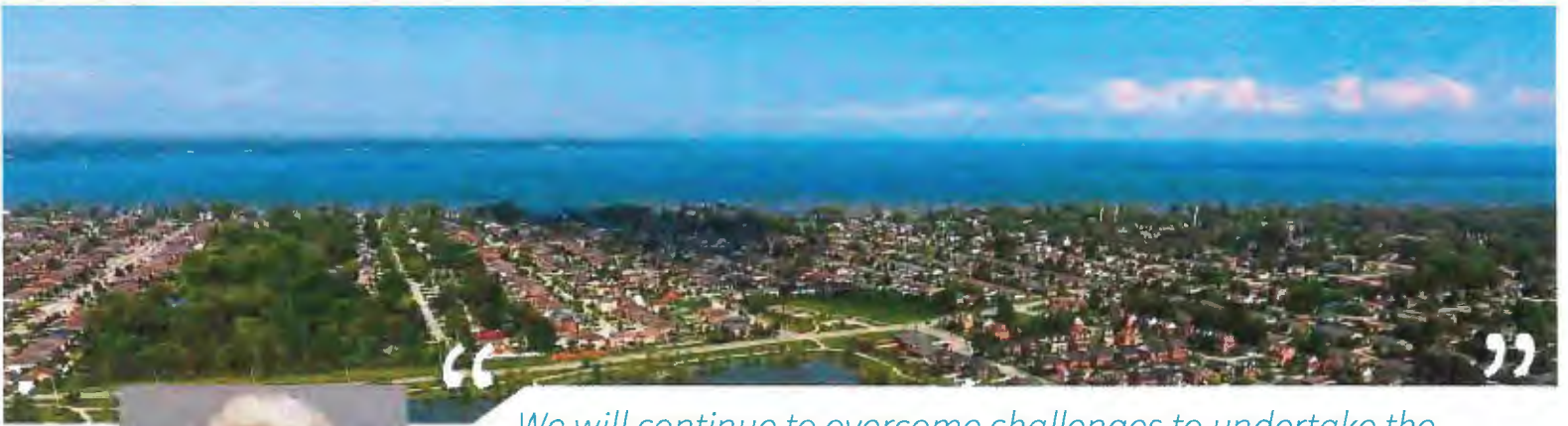
However, in spite of these challenges, there were still successes to celebrate. In partnership with the County of Essex, rapid progress took place on the Essex County Regional Energy Plan to create a roadmap to meet Federal climate change targets. Significant shoreline protection projects were initiated at Pêche Island and the John R. Park Homestead Conservation Area. Construction also began at the John R. Park Homestead Heritage Centre to provide accessible education programs, adequate exhibit space and serve as a tourism hub. Visitation to our conservation areas and trails surged as we kept them open when

nearly everything else was closed. Many community members sent notes of appreciation expressing how important these connections with nature were to their physical and mental health and well-being. It certainly reinforces that while there is much we can live without, our need for nature remains paramount.

Despite the many significant challenges of the past year, it has been my honour to serve as ERCA's Chair during this time. While navigating the continued impacts of the pandemic, the development of the regulations associated with Bill 229 and the resulting changes to our business model will be of key focus in 2021, I know that the critically important conservation work we undertake will continue to have a profound impact on the sustainability of the Windsor-Essex region.

Sincerely,

Kieran McKenzie,
Chair



We will continue to overcome challenges to undertake the important watershed-based work that is entrusted to us.

A Message From The Interim General Manager

Change is a tough taskmaster, but it can also be a strengthening process. There's no question that 2020 was a year of extraordinary changes that no one could have imagined when the calendar turned. In September, when the Board of Directors asked me to serve as Interim General Manager, I thought this highest level of responsibility would be the most significant change in my 35 year career.

Yet, 2020 had more in store. Another year of unprecedented high lake levels resulted in an extended 8-month Flood Advisory and repeated shoreline and inland flooding. Our already under-resourced team was stretched even further by this constant risk combined with a record number of permit applications. In fact, applications for permit and technical submissions have increased 75% over the past five years. Then, in December, the provincial government passed Bill 229 - Protect, Support, and Recover from COVID-19 Act (Budget Measures), 2020. This

piece of legislation encompassed more than just a budget in response to COVID-19. It included significant changes to the Conservation Authorities Act, which narrowed the objects of a conservation authority from providing "programs and services designed to further the conservation, restoration, development and management of natural resources other than gas, oil, coal and minerals" to only one of three categories: mandatory programs and services, municipal programs and services, and "other".

The mandatory programs are quite limited and currently confined to risks of natural hazards; conservation and management of lands; Drinking Water Source Protection; and other duties and responsibilities under other legislation. The regulations associated with these changes have yet to be developed, and I look forward to working with the Province to provide input to ensure that the important 'on the ground' perspectives are included.

Over the coming year, further changes are expected as we develop a transition plan in partnership with our member municipalities. While each of us has been tested this year in different ways, 2020 has shown us that humankind is a resilient beast that even during the most difficult of times can rise to amazing challenges. I look forward to the coming year with optimism that we will continue to overcome challenges to undertake the important watershed-based work that is entrusted to us.

Yours in conservation,

Tim Byrne,
Interim General Manager

Watershed Highlights

Like all Conservation Authorities, ERCA is a public sector organization that develops and delivers resource management programs that safeguard our watersheds. Governed by the Conservation Authorities Act, which is administered by the Ministry of Natural Resources and Forestry and made up of a membership of municipal representatives, Conservation Authorities deal with issues related to overall watershed management including, flood and erosion control and prevention, water quality and quantity management, regulation of development along shorelines, watercourses, and interference to wetlands, natural heritage protection, watershed stewardship, technical support for land use planning, drinking water source protection, as well as education and recreation.

In 2020, ERCA continued to implement the watershed management priorities identified in our Strategic Plan as directed by our Board of Directors. The following highlights are a snapshot of the projects and programs implemented this year to fulfill our core mandate and enrich and sustain the Essex Region as the Place for Life.



Climate Change



Great Lakes



Landscapes and Habitats



Sustainable Communities



A Strong, Resilient Organization





Climate Change

Our region continued to experience the profound impacts of our changing climate.

Our region continued to experience the profound impacts of our changing climate. We again experienced record high water levels and a Flood Advisory that extended for more than eight months. Preliminary modelling for the Regional Energy Plan tells us that the amount of energy used in the average home in Essex County is more than twice global best practice. Greenhouse gas emissions are about five times global best practices per person, and that our community currently spends over \$800M on all types of energy, most of which leaves the County. 2020 taught us that we have the capacity for radical and rapid change. We can take the lessons learned from COVID-19 and apply them to the climate crisis to change our actions and reduce greenhouse gas emissions, slow climate change and adapt to its impacts. This year, in taking action to address our changing climate, we:

Initiated the Essex County Regional Energy Plan with the County of Essex and its seven municipalities to help the community to better understand current energy consumption, identify opportunities for energy efficiency, help to meet the community's climate priorities, and strengthen the local economy.

The plan is supported by a 25-member Community Task Force, including all 7 lower tier municipalities and led by Warden Gary McNamara. It sets out ambitious targets for greenhouse gas reductions over the next 20 years.

Created a Climate Action Communications Strategy to help stakeholders at all levels understand their own energy use and greenhouse gas emissions and strategies to reduce their impact.

Completed a Forest Adaptation Strategy with the Forest Gene Conservation to review tree species choices and utilization of genetic diversity via local or non-local seed and initiated a project to incorporate climate risks into the Essex Region Natural Heritage Systems Strategy.

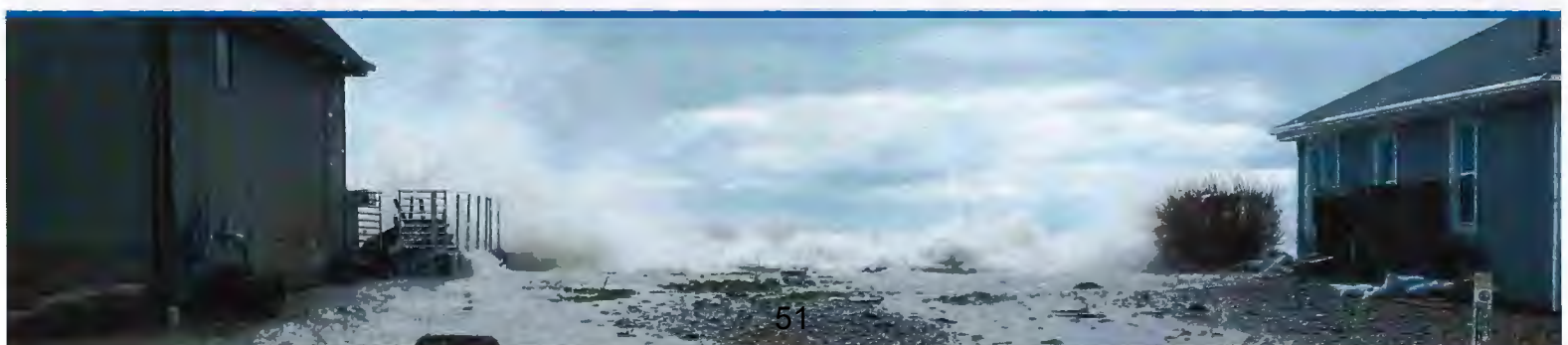
Monitored record high lake levels and weather conditions. As a result, the region was under some form of Flood Advisory for elevated risks of flooding and erosion from April to November. Conditions brought on over 60 separate flood advisories including a record 16 Flood Warnings.

Began a review of potential climate impacts to the agricultural sector.

Initiated the Essex Region Floodplain Prioritization Study to identify and compare relative flood risk for sub-watersheds and prioritize available funding for new and updated flood mapping.

Added a 'Shoreline Conditions Statement' as a flood message option to differentiate from 'Watershed Conditions Statements' and help improve clarity for the municipalities we serve.

Monitored 30 Climate Stations, including 18 within the City of Windsor. Initiated discussions with Lakeshore and Essex regarding siting and integrating 6 additional stations.





Great Lakes

The Great Lakes are our most significant natural resource.

The Great Lakes are our most significant natural resource. Land uses, invasive species, and our changing climate continue to negatively impact the health of our Lakes. Our 2012 – 2017 Watershed Report Card identified failing grades for surface water quality in virtually every watershed. More must be done at all levels to protect and improve water quality. Despite challenges due to COVID-19, there was no disruption to water quality monitoring.

To help protect and improve Great Lakes water quality, we:

Monitored surface water quality at 50 sites and groundwater quality at 8 sites across the region. In total, more than 2,500 water quality samples were collected to evaluate watershed health, and calculate nutrient and phosphorous concentrations and loads in partnership with Federal and Provincial agencies.

Completed 40 Risk Management Plans to address Significant Drinking Water Threats on behalf of municipalities.

Continued work on a Regional Phosphorous Management Plan with support from Environment and Climate Change Canada.

Completed over 46 agricultural Best Management Practices (BMPs) such as cover crops, Crop Nutrient Plans and buffer strips on over 1600 hectares of land, with support from Environment and Climate Change Canada, as part of the Lake Erie Action Plan to meet phosphorous reduction targets.

Utilized cross-departmental skill sets to develop new mobile tools to facilitate data collection in the field, and to manage existing data sets which will allow us to better utilize and share valuable data collected by ERCA staff.

Worked with municipal and provincial implementing bodies to implement 50 policies designed to protect our sources of drinking water.





Landscapes And Habitats

Our landscapes and habitats are among the most significant in Canada.

Unfortunately, due to physical distancing requirements, nursery stock limitations and efficiency measures, this year's spring tree planting projects were deferred until 2021. However, progress in protecting and restoring our natural environment was still made as we:

Piloted a 'hot plant' of 3600 seedlings on 5 acres in fall.

Distributed 15,000 seedlings and large stock trees to landowners in spring.

Monitored 22 restoration sites demonstrating 84% tree survival rates.

Planted 100 trees on lands owned by the Caldwell First Nation, thanks to a grant from TD Tree Days.

Continued to monitor for Oak Wilt Disease.

Completed significant shoreline protection work at the John R. Park Homestead Conservation Area to protect these conservation lands and the heritage structures, while providing lakefront access for visitors. This location has been identified as the prime publicly-owned lands from which to observe the western basin of Lake Erie.

Began construction of the Pêche Island shoreline protection project in partnership with the City of Windsor. Four large rock reefs are being constructed by barge to reduce erosion and provide fish habitat.

Continued control of invasive species at Spring Garden Natural Area.





Sustainable Communities

The COVID-19 pandemic required us all to determine what's essential in our lives.

While protection from flooding or threats to drinking water sources certainly fall within that list, many have also identified is just how important greenspaces are to our physical and mental health. We crave nature. ERCA will need to continue working with all partners to collaboratively plan sustainable communities that protect existing habitats, reduce urban sprawl, are walkable, incorporate green infrastructure and are resilient to the impacts of our changing climate. This year, we:

Evaluated 1,403 applications and issued 1,269 permits, including 296 for shoreline maintenance as a result of record high water levels in Lake St. Clair and Lake Erie.

Responded to over 1,000 Miscellaneous Development (MD) inquiries related to questions about property matters, or from prospective purchasers with questions concerning a potential property purchase.

Reviewed over 500 planning applications under the Planning Act (Zoning By-Law amendments, minor variances, consents, etc.). The review of these applications assist landowners and municipalities in reducing risks associated with flooding and erosion and protecting natural heritage, and ensures best practices for sustainable communities are being incorporated into planning and development.

Improved our web-based permit application process to facilitate development reviews.

Successfully received Water & Erosion Control Infrastructure (WECI) funding for works on the Belle River Flood Control Project.

Reviewed 9 Official Plan Amendments and secondary plans, and worked with local planning authorities on 5 Official Plan updates to ensure local planning decisions address provincial delegated authority responsibilities relative to natural hazards. Continued to advise local municipalities on natural heritage matters.

Implemented the recently completed Environmental Impact Assessment (EIA) Guidelines to ensure regional consistency with respect to Natural Heritage policies.

Recognized a surge in visitation to our conservation areas and greenways as people identified a critical need to connect with nature for their physical and mental wellbeing.

Celebrated the grand opening of the University of Windsor Alumni Association Outdoor Classroom at Holiday Beach Conservation Area for school program, Owl Prowls, scouting events, and learners of all ages.

Began construction of the John R. Park Homestead Heritage Centre to provide accessible educational and interpretive spaces and an equitable experience for all who visit, with the ability to meet all physical or developmental needs. It will also serve as a tourism hub.

Completed road and parking lot improvements at Holiday Beach Conservation Area to enhance accessibility.

Re-built the 1960's workshop at Holiday Beach Conservation Area to improve energy efficiency and functionality.

Replaced a boardwalk at Hillman Marsh Conservation Area to improve safety and student access for water quality studies.

Created and delivered 15 professional development programs for teachers to improve proficiency in using their outdoor school spaces for cross-curricular education.

Created and delivered 5 Specialist High Skills Major Programs in a virtual platform to ensure students can meet their graduation criteria.

Launched 'Outdoor School' featuring snowshoeing, Tree ID, and other nature-based outdoor exploration activities, enhanced our virtual conservation education resources, and provided Home School Field Trips to support the significant increase in at-home learners.



A Strong, Resilient **Organization**

ERCA is a sustainable, resilient and valued agency.

Since 1973, ERCA has been striving to achieve a state of sustainability for the Essex Region. 2020 brought a myriad of challenges, including a social engineering incident, which resulted in a financial loss. However, the impact on 2020 financial results was mitigated due to prudent financial planning, which had previously included the creation of a reserve fund to address sudden and unforeseeable financial losses. In October, the Board authorized the use of the Revenue Stabilization Reserve to minimize the impact on 2020 financial operations. We also:

Transitioned to a remote work environment with minimal resources to ensure seamless continuity of business operations.

Reviewed 20 Risk Assessments and implemented 18 Policies and Procedures to address Health and Safety in accordance with COVID-19 protocols.

Strengthened partnerships with First Nations communities to work more collaboratively and achieve mutual goals.

Created an online platform to provide hunting services in accordance with COVID-19 safety protocols. This new process also streamlined customer service for hunters and reduced administrative costs.

Engaged with more than 60,000 people to provide important information about conservation and sustainability.

Advocated for the Essex Region on 44 local, regional, provincial, national and international boards and committees to ensure the unique needs of our region are represented.





Commitment

To Diversity & Inclusion



This year, protests around the world and in Ontario have made us realize there is much work still to be done to address systemic racism towards Black, Indigenous and People of Colour. Like all of the 36 Conservation Authorities comprising Conservation Ontario, we believe there should be zero tolerance toward racism, prejudice and discrimination within our organization, Conservation Areas and society as a whole. We recommitted to making certain that Conservation Areas remain safe spaces for people to enjoy and participate in equally and equitably, and to ensuring inclusive dialogue with Black, Indigenous and People of Colour when it comes to informing local environmental policies and concerns.

ERCA Accountability

The following provides a three-year 'by-the-numbers' comparison of achievements. This report follows the priorities identified in our Strategic Plan, and these actions help ensure Windsor-Essex County-Pelee Island is the Place for Life.

Climate Change

		2018	2019	2020
Permits Requested		1,113	1,305	1,403
Permits Issued		992	1158	1,269
Clearances Issued		179	225	147
Request for Information Letters Issued		273	281	275
Permits to Take Water Applications		3	3	0
Appeals		18	22	8
Appeals in CA Favour		18	22	8
Violations Issued		25	38	16
Average Response Time for Permits (days)	Minor Development	9	15	16
	Major Development	12	10	17
	Alteration to Waterways	12	6	10
Number of Structures Located in Floodplain		10,000	10,000	10,000
Kilometres of Watercourses with Floodplain Mapping Completed		609	609	609
Hectares (area) digitally mapped delineating the CA Regulation Limit		38,304	38,304	38,304
Hectares (area) digitally mapped delineating the flooding hazard limit (flood plains)		38,304	38,304	38,304
Metres of shoreline protected from flooding and erosion		0	0	220m
\$ Value of Water/Infrastructure Contributions to Municipalities		10,000	0	141,000
Flood Messages / Days	Watershed Conditions	17	15 / 48 days	11/39 days
	Flood Watches	20	24 / 147 days	33/198 days
	Flood Warnings	8	12 / 25 days	16/21 days



Great Lakes

		2018	2019	2020
Water Quality Improvement Projects Implemented	Agriculture/Other (total)	30	80	75
	Detroit River Watersheds	3	7	4
	Lake Erie Watersheds	21	66	70
	Lake St. Clair Watersheds	2	7	1
Number of wells decommissioned		4	3	0
Number of landowners participating		20	16	31
Number of surface water quality monitoring stations		61	61	54
Number of ground water quality monitoring stations		8	8	8
Number of benthos monitoring stations		15	10	0



Landscapes & Habitats

	2018	2019	2020
Total Landholdings (Hectares)	1,742	1,740	1,747
Hectares of recreational land owned and managed	1056.8	1056.8	1056.8
Total hectares under forest management plans	44.39	44.39	44.39
Total Taxes for CA Landholdings	\$70,227	\$92,186	\$91,385
Land Acquisition in Reporting Year (in acres)	7	0	17
Value of acquisitions (Fair Market Value)	\$426,000	N/A	\$112,734
Total Acres of Habitat Restored	143	31	6
Number and Acres of Trees	109,105 trees 96 acres	57,560 30 acres	23,054 5 acres*
Number and Acres of Wetlands	6 wetlands 31 acres	1 wetland 0.6 acres	0
Number and Acres of Prairie	5 sites 16 acres	0	1 site 1.5 acres
Number of landowners involved in restoration	191	217	170
Trees planted by volunteers	3,259	6,217	300
Native plants planted by volunteers	1,600	30	0

*COVID-19 challenges resulted in spring projects being rescheduled until 2021.



Sustainable Communities

	2018	2019	2020
Planning Services—transactions/year	850	811	673
Kilometres of Trails owned, managed & developed	98	98	98
Number of volunteers	2,185	2,057	149
Number of outreach events	30	32	7
Number of schoolyard naturalization projects	2	1	0
ERCA hosted special events	24	22	8*
Number of schools	72	75	N/A
Number of unique education programs	256	307	37*
Number of students	9,958	14,588	N/A*
Number of public meetings/workshops	22	28	14
Day Use Visitors to JRPH (estimated)	11,910	11,625	N/A**
Day Use Visitors to HBCA (estimated)	9,600	10,800	N/A**
Number of seasonal campsites purchased	72	72	72

*While COVID-19 impacted field trips and gatherings, a number of virtual education and engagement opportunities were launched, including Earth-E Month, which reached 114,930 people and resulted in 61,243 engagements

** As fees were waived and sites unstaffed for much of the year, statistics were not collected, although parking lot census data indicated a significant surge in use.

A Strong, Resilient Organization

	2018	2019	2020
Area of CA Jurisdiction	1,681.3 km ²	1,681.3 km ²	1,681.3 km ²
Watershed Population	323,793	322,715	321,341
Staff—Permanent and Long-Term Contract	39	38	41
Staff—Special Grant and Short-Term Full-Time Equivalent Contract	12	10	2
Average Full Time Staff Length of Service	9	10	9.49
Number of Local Committees, Boards and Advisory Panels with ERCA representation	28	24	24
Number of Provincial Committees, Boards and Advisory Panels with ERCA representation	28	26	20
Number of research studies with ERCA involvement	12	7	5
Number of unique visitors to our website	65,528*	71,918	80,829
Number of Facebook followers	3,168	4,011	4,339
Number of Twitter followers	2,896	3,159	3,397
Number of Instagram followers (launched October 2016)	1,061	1,313	1,595
Number of Youtube video views	2,400 views 75 hrs	3,500 views 130.9 hrs	7,472 views 333.6 hrs

2020 Financial Review

Projected Funding by Source \$9.17M



Municipal Levies	\$3,386,667
Municipal Special Project Contributions	\$1,284,575
Self-generated Revenues and Fees	\$1,181,738
Federal Grants	\$932,310
Other / ERCF Grants	\$711,608
Internal Recoveries / Dept Chargebacks	\$650,865
Reserve Transfers	\$396,750
Provincial Special Project Grants	\$373,563
Provincial Transfer Payments (S.39 & DWSP)	\$155,417
Interest / In Kind / Sundry	\$92,247



Projected Use of Funds by Expense

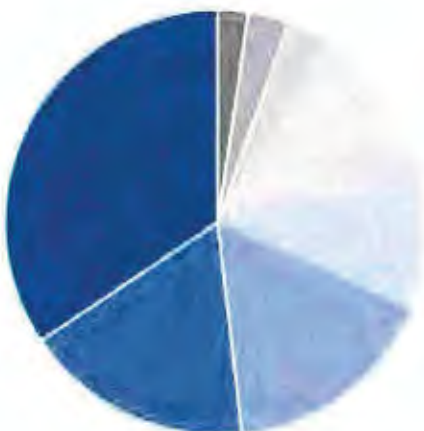
\$9.17M



Compensation	\$3,677,548
Construction & Engineering Contracts	\$2,825,850
Supplies & Materials	\$963,224
Internal Chargebacks & Recoveries	\$650,608
Rent, Taxes, & Utilities	\$297,383
Extraordinary Loss (Social Engineering)	\$292,742
Transfer to 2021 Projects	\$215,250
Insurance, Audit, Legal & Professional Services	\$189,500
Vehicle / Equipment Replacement	\$53,635

Projected Use of Funds by Function

\$9.17M



Conservation Services	\$3,151,335
Watershed Management Services	\$1,596,347
Capital Projects	\$1,502,843
Watershed Research Services	\$1,083,965
Corporate and Shared Services	\$1,009,300
Community Outreach	\$313,958
Extraordinary Loss (Social Engineering)	\$292,742
Transfer to 2021 Activities / Projects	\$215,250

From: Shaun Fuerth
Sent: January 25, 2021 12:19 PM
To: Laura Moy <lmoy@tecumseh.ca>; Jennifer Alexander <jalexander@tecumseh.ca>
Subject: FW: South Stormont Resolution - Support for Reopening Small Businesses
From: Ashley Sloan <ashley@southstormont.ca>
Sent: January 25, 2021 12:18 PM
Cc: Loriann Harbers <loriann@southstormont.ca>
Subject: South Stormont Resolution - Support for Reopening Small Businesses

Good day,

For your consideration, please find below a resolution passed by the Council of the Township of South Stormont on January 20, 2021:

Resolution No. 017/2021

Moved By: Councillor Guindon

Seconded by: Councillor MacIsaac

THAT the Council of the Township of South Stormont request that the Province of Ontario allow for small businesses to immediately reopen with the required health guidelines and protocols in place; and

THAT this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, MPP Jim McDonnell, and circulated to all municipalities in Ontario.

CARRIED

Kind regards,

Ashley Sloan, AMP

Deputy Clerk



Come see for yourself!

Township of South Stormont
2 Mille Roches Rd., P.O. Box 84
Long Sault, ON K0C 1P0
Email: ashley@southstormont.ca
Office: 613-534-8889 ext. 204
Fax: 613-534-2280



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Please consider the environment before printing this email

**CORPORATION OF THE
TOWNSHIP OF NORTH GLENGARRY**

Resolution #

8

Date:

Monday, January 25, 2021

Moved by: Jacques Massie

Seconded by: Brenda Noble


THAT the Council of the Township of North Glengarry request that the Province of Ontario allow for small businesses to immediately reopen with the required health guidelines and protocols in place; and

THAT this resolution be sent to the Premier of Ontario, the Minister of Municipal Affairs and Housing, MPP Jim McDonell, and circulated to all municipalities in Ontario.

Carried

Deferred

Defeated



Mayor / Deputy Mayor



PORT COLBORNE

Corporate Services Department
Clerk's Division

Municipal Offices: 66 Charlotte Street
Port Colborne, Ontario L3K 3C8 • www.portcolborne.ca

T 905.835.2900 ext 106 F 905.834.5746

E amber.lapointe@portcolborne.ca

January 26, 2021

Honourable Patty Hajdu
Federal Minister of Health
705 Red River Road, Suite 3
Thunder Bay, ON P7B 1J3

Sent via E-mail: Patty.Hajdu@parl.gc.ca

Dear Honourable Minister:

Re: Resolution – Unlicensed and unmonitored cannabis grow operations

Please be advised that, at its meeting of January 11, 2021, the Council of The Corporation of the City of Port Colborne resolved as follows:

That Council support the correspondence item attached as Appendix B from the Township of Blandford-Blenheim regarding Cannabis Production.

A copy of the above noted correspondence is enclosed for your reference. Your favourable consideration of this request is respectfully requested.

Sincerely,

Amber LaPointe
City Clerk

Encl.

ec: Honourable David Lametti, Minister of Justice and Attorney General of Canada
Honourable Bill Blair, Minister of Public Safety and Emergency Preparedness
Vance Badawey, MP Niagara Centre
Jeff Burch, MPP Niagara Centre
Association of Municipalities of Ontario (AMO)
Ontario Municipalities



Township of Blandford-Blenheim

47 Wilmot Street South
Drumbo, Ontario N0J 1G0

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

October 13, 2020

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

Re: Unlicensed and unmonitored cannabis grow operations

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

Resolution Number: 2020-14

Moved by: Councillor Nancy Demarest

Seconded by: Councill Bruce Banbury

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

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

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

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

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

Regards,

Sarah Matheson
Deputy Clerk
Township of Blandford-Blenheim



Norfolk County Office of the Mayor

January 22, 2021

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

The Honourable Jeff Yurek
Ministry of the Environment, Conservation and Parks
5th Floor 777 Bay St.
Toronto, ON
M7A 2J3

The Honourable Steve Clark
Ministry of Municipal Affairs and Housing
17th Floor 777 Bay St.
Toronto, ON
M5G 2E5

Dear Premier Ford and Honourable Ministers,

Re: Endorsement St. Catharines Resolution Bill 197

At their meeting of January 19, 2021 Norfolk County Council approved Resolution No. 6 of the Council-In-Committee meeting of January 12, 2021 endorsing the resolution of St. Catharines respecting Bill 197 which reads as follows:

Res. 6

WHEREAS Schedule 6 of Bill 197, COVID-19 Economic Recovery Act, 2020 considers amendments to the Environmental Assessment Act relating to municipal autonomy and the principle that municipalities can veto a development outside their municipal boundary in an adjacent municipality; and

WHEREAS Bill 197 empowers multiple municipalities to 'veto' development of a landfilling site within a 3.5 km zone inside the boundary of an adjacent municipality; and

WHEREAS Bill 197 establishes a dangerous precedent that could be expanded to other types of development; and

WHEREAS Bill 197 compromises municipal autonomy and the authority of municipal councils to make informed decisions in the best interest of their communities and municipal taxpayers; and

WHEREAS amendments in Schedule 6 could cause conflict in the effective management of landfill sites, put significant pressure on existing landfill capacity, and threaten the economic activity associated with these sites;

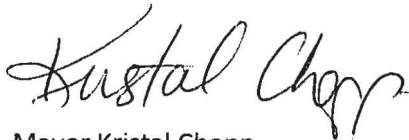
THEREFORE BE IT RESOLVED That Norfolk County calls upon the Government of Ontario (Ministry of the Environment, Conservation and Parks (MOECP) to amend Bill 197, COVID-19 Economic Recovery Act, 2020, to eliminate the development approval requirement provisions from adjacent municipalities and that the 'host' municipality be empowered to render final approval for landfills within their jurisdiction; and

BE IT FURTHER RESOLVED that a copy of this motion be forwarded to Premier Doug Ford, Jeff Yurek the Minister of Environment, Conservation and Parks, Steve Clark the Minister of Municipal Affairs and Housing, local MPP's, the Association of Ontario Municipalities (AMO) and the Western Wardens Caucus;

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Ontario municipalities.

Your attention to this issue is appreciated.

Yours Truly,

A handwritten signature in black ink, appearing to read "Kristal Chopp". The signature is fluid and cursive, with the first name "Kristal" written in a larger, more prominent script than the last name "Chopp".

Mayor Kristal Chopp
Norfolk County

cc. Toby Barrett- MPP Haldimand-Norfolk
Diane Finley – MP Haldimand-Norfolk
Association of Ontario Municipalities
All Ontario Municipalities
Western Ontario Wardens Caucus

TOWNSHIP OF AUGUSTA

Moved By: TANYA HENRY

Date: January 25, 2021

Seconded By: JEFF SHAWEN

Resolution No: 4

WHEREAS the Ontario Fire College has been in existence since 1949; and

WHEREAS the Ontario Fire College is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS the Ontario Fire College gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College is the most cost-effective method to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future; and

THEREFORE, BE IT RESOLVED THAT the Township of Augusta requests that the Province of Ontario reverse their decision to close the Ontario Fire College as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario.

RECORDED VOTE:

	FOR	AGAINST
Councillor Bowman	_____	_____
Councillor Henry	_____	_____
Mayor Malanka	_____	_____
Councillor Schapelhouman	_____	_____
Deputy Mayor Shaver	_____	_____

CARRIED: Daymond
MAYOR

DEFEATED: _____
MAYOR

Declaration of pecuniary interest by: _____

Nature of interest: _____

- ☐ Disclosed His/Her/Their Interest
- ☐ Vacated His/Her/Their Seat
- ☐ Abstained from discussion and did not vote on the question



The Corporation of the
TOWNSHIP OF BALDWIN

P.O. Box 7095, 11 Spooner Street
MCKERROW, ONTARIO POP 1M0
TEL: (705) 869-0225 FAX: (705) 869-5049
CLERK: Karin Bates – karin@baldwin.ca

MOVED BY: JOANNE BOUCHER DATE: February 1, 2021

SECONDED BY: DAVID FURBER MOTION NO.: 21-013

WHEREAS the province wants to mandate training levels for Fire Fighters and now wishes to close the Ontario Fire College located in Gravenhurst, Ontario which has been used for many Government agencies such as Ministry of Transportation, Ontario Provincial Police, Fire Fighters, both full time and volunteer; and

WHEREAS only a small percentage of our department has any formal training and are responsible to train junior fire fighters with the minimal training we receive; and

WHEREAS as volunteers, we are on call 24/7/365 with day jobs and families that expect us to come home safely each and every time; and

WHEREAS the Fire College makes top tier training accessible to all Fire Departments in Ontario; and

WHEREAS municipalities are mandated to have fire departments, yet there is no provincial or federal funding for volunteer fire departments for much needed equipment and training; and

WHEREAS without a plan in place it is irresponsible to close down a vital training centre that serves Ontario and it would put Municipalities at risk which is shortsighted and not acceptable.

NOW THEREFORE BE IT RESOLVED THAT: The Corporation of the Township of Baldwin requests the Province of Ontario to reconsider closing this all-important facility for dollars over lives.

Carried



Defeated

Mayor

February 3, 2021

Via email: asimonian@augusta.ca

Township of Augusta
Attention: Annette Simonian, Clerk
3560 County Road 26
Prescott, ON
K0E 1T0

Dear Ms. Simonian:

RE: Correspondence – Ontario Fire College

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on February 2, 2021, and the following was passed.

“Resolution #8(f)/02/02/21

BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the resolution from the Township of Augusta regarding their request for support for the Province of Ontario to reverse their decision to close the Ontario Fire College, dated January 25, 2021;

AND FURTHER THAT this resolution be forwarded to the Township of Augusta, the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all Ontario Municipalities.

Carried.”

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

...2

Page 2

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC,*
Director of Corporate Services/Clerk.
CS/cw

Encl.

Copy to:

Hon. Doug Ford, Premier of Ontario
Hon. Sylvia Jones, Ontario Solicitor General
Hon. Steve Clark, Minister of Municipal Affairs and Housing
Jon Pegg, Ontario Fire Marshal
All Ontario Municipalities

TOWNSHIP OF AUGUSTA

Moved By: TANYA HENRY

Date: January 25, 2021

Seconded By: JEFF SHAWEN

Resolution No: 4

WHEREAS the Ontario Fire College has been in existence since 1949; and

WHEREAS the Ontario Fire College is one of the primary sources of certified training for Ontario Firefighters; and

WHEREAS the Ontario Fire College has built a reputation of integrity, credibility, and reliability in providing some of the best training to our Fire Services within the Province of Ontario; and

WHEREAS the Ontario Fire College has been used to train and certify both Volunteer, Part-Time and Career firefighters throughout Ontario; and

WHEREAS the Ontario Fire College gives Ontario Firefighters another option other than Regional Training Centers to obtain National Fire Protection Association (NFPA) certifications; and

WHEREAS the Ontario Fire College is the most cost-effective method to certify Firefighters to NFPA Standards in Ontario; and

WHEREAS the Ontario Government enacted and revoked O. Reg. 379/18: Firefighter Certification in 2018; and

WHEREAS when the Ontario Government revoked O. Reg. 379/18: Firefighter Certification, it was made known by the Office of the Solicitor General that the act would be amended and brought back in the future; and

THEREFORE, BE IT RESOLVED THAT the Township of Augusta requests that the Province of Ontario reverse their decision to close the Ontario Fire College as the OFC is one of the best and most cost-effective methods for municipalities to train their firefighters which assists us in protecting our residents; and

BE IT FURTHER RESOLVED THAT this Resolution is forwarded to the Honourable Doug Ford Premier of Ontario, the Honourable Sylvia Jones; Ontario Solicitor General, the Honourable Steve Clark, Minister of Municipal Affairs and Housing, the Ontario Fire Marshal; Jon Pegg, and all municipalities within the Province of Ontario.

RECORDED VOTE:

	FOR	AGAINST
Councillor Bowman	_____	_____
Councillor Henry	_____	_____
Mayor Malanka	_____	_____
Councillor Schapelhouman	_____	_____
Deputy Mayor Shaver	_____	_____

CARRIED: Donna
MAYOR

DEFEATED: _____
MAYOR

Declaration of pecuniary interest by: _____

Nature of interest: _____

- ☐ Disclosed His/Her/Their Interest
- ☐ Vacated His/Her/Their Seat
- ☐ Abstained from discussion and did not vote on the question

February 1, 2021

Sent by E-mail
sylvia.jones@pc.ola.org

Honourable Sylvia Jones
Solicitor General
18th Floor - 25 Grosvenor St.
Toronto, ON M7A 1Y6

Re: Community Safety & Well-Being Plan - Extension Request

Dear Solicitor General Jones,

The Township of Asphodel-Norwood is participating in a regional Community Safety & Well-Being Plan (CSWB) plan with the City of Peterborough and the eight (8) lower-tier municipalities located within the County of Peterborough. The decision to develop a joint plan was derived after consulting with our municipal neighbours. Our vision for a long-term tool that addresses the unique needs of our area while supporting safe, healthy, and sustainable communities by moving away from reactionary, incident-driven responses and re-focusing on proactive, collaborative initiatives to take the strain off the emergency response system is shared by all of our municipal partners; as the success of our community is dependent upon each and every individual's well-being.

Preparations are underway, but the response efforts needed to manage the COVID-19 outbreak have taken priority and an unprecedented amount of time, energy, and resources. A meaningful CSWB Plan requires extensive public consultation and engagement in order to prepare a document that is both comprehensive and in alignment with the legislative intent. Given the current political climate and the ongoing effects of the pandemic, a deadline extension for the completion and adoption of a CSWB Plan would be the most appropriate course of action. The Township appreciates the extension previously granted from January 1, 2021 to July 1, 2021, but humbly asks the Solicitor General consult with municipalities before prescribing a new deadline.

With that in mind, I put forward the following resolution for your consideration:

WHEREAS the Police Services Act, 1990, was amended on January 1, 2019 to mandate every municipality in Ontario to prepare and adopt a Community Safety and Well-Being (CSWB) Plan; and

WHEREAS the Ministry of Municipal Affairs and Housing introduced the Municipal Emergency Act, 2020 to assist municipal governments and local boards during the COVID-19 emergency; and

WHEREAS the protective measures municipalities have put in place to protect their communities, Councillors, and staff members include eliminating face-to-face meetings, closing municipal offices, and directing staff to work from home; and

WHEREAS Bill 189, Coronavirus (COVID-19) Support and Protection Act, 2020 was passed to amend various acts to support municipal, policing, and community partners during the pandemic;

NOW THEREFORE, BE IT RESOLVED that while these measures are imperative and necessary, they impose undue hardship on municipalities to meet provincial deadlines such as the completion and adoption of a Community Safety & Well-Being (CSWB) Plan prior to July 1, 2021. The Council of the Township of Asphodel-Norwood calls upon the Solicitor General to review the imposed deadline for municipalities to complete and adopt a Community Safety & Well-Being (CSWB) Plan in consultation with local governments to address the unique challenges facing individual regions.

Thank you in advance for your time and consideration of our request. Please do not hesitate to reach out should you require any further information.

Sincerely,



Candice White, CAO/Clerk/Treasurer
Township of Asphodel-Norwood

Cc: Ministry of Community Safety and Correctional Services
All Ontario Municipalities in Ontario



The Corporation of The Town of Amherstburg

February 1, 2021

VIA EMAIL

The Honourable Ahmed Hussen
Minister of Families, Children and Social Development
48 Rosemount Avenue, Unit B
York, ON
M9N-3B3
Ahmed.Hussen@parl.gc.ca

RE: COVID-19 Child Care Funding

At its meeting of January 11th, 2021, Amherstburg Town Council passed the following:

“That Administration BE DIRECTED to send a letter in support of the Town of Carleton Place's request to the Provincial Government regarding COVID-19 Childcare Funding”.

Enclosed is a copy of the correspondence from the Town of Carleton Place for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

Stacey Blair, Town Clerk, Town of Carleton Place

Email: sblair@carletonplace.ca

Hon. Stephen Lecce, Ontario Minister of Education

Email: minister.edu@ontario.ca

Taras Natyshak, MPP

Email: tnayshak-gp@ndp.on.ca

Chris Lewis, MP

Email: chris.lewis@parl.gc.ca

AMO

Email: amo@amo.on.ca

All Ontario Municipalities

Corporation of the Town of Carleton Place

175 Bridge Street, Carleton Place, ON, K7C 2V8, Phone: (613) 257-6200 Fax (613) 257-8170



December 14, 2020

The Honourable Ahmed Hussen
Minister of Families, Children and Social Development
48 Rosemount Avenue
Unit B
York, Ontario
M9N 3B3

VIA EMAIL

Dear Honourable Minister:

At the December 8th, 2019 session of The Town of Carleton Place Council, Resolution 1-132-10 was adopted as follows:

WHEREAS the COVID-19 pandemic has negatively impacted childcare options for nearly every family in our community and has profoundly increased the cost to operate safe childcare forcing childcare spaces or centres to close.

AND WHEREAS Ontario has among the highest average childcare fees of any Canadian province and while costs vary regionally for licensed childcare, families are paying between \$9,000 and \$20,000+ per year for each child and these costs continue to rise steadily which makes passing the associated COVID-19 costs to families not possible;

AND WHEREAS a 2012 study identified that in Ontario, public investment in the early years and childcare has a ripple effect in positive economic benefits resulting in an economic output of \$2.27 for every dollar invested in childcare;

AND WHEREAS the economic recovery of Carleton Place, Lanark County and Ontario is dependent on families having access to safe, reliable, and affordable childcare that incorporates early learning principles;

AND WHEREAS we are committed to working with the provincial government and childcare service managers to deliver positive and affordable options for our families;

NOW THEREFORE BE IT RESOLVED THAT:

1. The Town of Carleton Place request the Government of Ontario:
 - a. prioritize children and childcare as part of its overall post pandemic recovery plan;



Meet me on the Mississippi

- b. develop, adequately fund and release publicly a comprehensive plan that can support facilities through the provision of licensed childcare and early learning education; and
 - c. provide increased funding to childcare providers reflective of COVID-19 operating cost increases to ensure a safe reopening and long-term sustainability for the sector; and
2. this resolution be circulated to all municipalities in Ontario, Randy Hillier MPP, Scott Reid, MP, the Federal Minister of Families, Children and Social Development and the provincial Minister of Education.

CARRIED

We look forward to hearing back from you with respect to any opportunities for funding to ensure the long-term sustainability of the childcare services sector.

Sincerely,

Stacey Blair

Town Clerk

sblair@carletonplace.ca

- cc. Federal Minister of Families, Children and Social Development
Provincial Minister of Education
MP Scott Reid
MPP Randy Hillier
All municipalities within the Province of Ontario



The Corporation of The Town of Amherstburg

February 1, 2021

VIA EMAIL

Honourable Steve Clark
Office of the Minister
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON
M7A-2J3
steve.clark@pc.ola.org

RE: Request for Longer Turn-around Times to Submit Grant Applications

At its meeting of January 11th, 2021, Amherstburg Town Council passed the following:

“That Administration BE DIRECTED to send a letter in support of the Township of Matachewan's request that application deadlines on any further grants have a longer turn-around time”.

Enclosed is a copy of the correspondence from the Township of Matachewan for convenience and reference purposes.

Regards,

Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

Barbara Knauth, Deputy Clerk Treasurer, Township of Matachewan

Email: deputyclerktreasurer@matachewan.ca

Taras Natyshak, MPP

Email: tnayshak-gp@ndp.on.ca

Chris Lewis, MP

Email: chris.lewis@parl.gc.ca

AMO

Email: amo@amo.on.ca

All Ontario Municipalities



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

December 14, 2020

Honourable Steve Clark
Office of the Minister
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Honourable Clark:

There have been numerous announcements of available grants for municipalities. We acknowledge and are very appreciative of the opportunity to apply for these grants. For small municipalities with few employees, the turn around time for applications is very short and restrictive.

We would like to request that the application deadline on any further grants have a longer turn around time.

A copy of Resolution 2020-257 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Knauth", is written over a large, stylized circular flourish.

Barbara Knauth
Deputy Clerk Treasurer

Cc: Association of Municipalities of Ontario (A.M.O.)
Federation of Northern Ontario Municipalities (F.O.N.O.M.)
All Municipalities in Ontario



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: November 25, 2020

RESOLUTION #: 2020-257

Moved by:

Nelson A. Goldie

Seconded by:

Guy Dubé

WHEREAS we have been getting numerous announcements of available grants; and

WHEREAS we are very appreciative of the opportunity to apply for these grants; however, the turn around time for applications is very short and restrictive for small municipalities with few employees;

NOW THEREFORE we, the Corporation of the Township of Matachewan, send a letter to the Hon. Steve Clarke, Minister of Municipal Affairs and Housing acknowledging the appreciation of the grants but requesting that the application deadline on any further grants have a longer turn around time; and

FURTHER THAT a copy of this resolution be forwarded to A.M.O., F.O.N.O.M. and all municipalities in Ontario.

	COUNCILLOR	YEA	NAY	PID
CARRIED	<input checked="" type="checkbox"/> Ms. A. Commando-Dubé Mayor			
AMENDED	<input type="checkbox"/> Mr. N. Costello Mayor			
DEFEATED	<input type="checkbox"/> Mr. G. Dubé Councillor			
TABLED	<input type="checkbox"/> Ms. S. Ruck Councillor			
	<input type="checkbox"/> Mr. A. Durand Councillor			

Certified to be a true
copy of the original.

[Signature]

Anne Commando-Dubé

Anne Commando-Dubé
Mayor

Janet Gore

Janet Gore
Clerk

February 3, 2021

Via email: lglazier@westgrey.com

Municipality of West Grey
Attention: Lindsey Glazier, Legislative Coordinator
402813 Grey Road 4
RR 2
Durham, ON
N0G 1R0

Dear Ms. Glazier:

RE: Correspondence – Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on February 2, 2021, and the following was passed.

“Resolution #8(b)/02/02/21

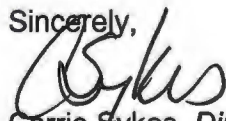
BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the resolution from the Municipality of West Grey requesting support to repeal Schedule 8 of Bill 229, Protect, Support and Recover from COVID-19 Act, 2020 (Endangered Species Act), dated January 13, 2021;

AND FURTHER THAT this resolution be forwarded to the Municipality of West Grey, Premier Doug Ford, Minister of Finance, Minister of Natural Resources and Forestry, Minister of the Environment, Conservation and Parks, M.P.P. of Parry Sound-Muskoka, all Ontario Municipalities and the Association of Municipalities of Ontario.

Carried.”

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.
CS/cw
Encl.

Copy to: Hon. Doug Ford, Premier of Ontario
Hon. John Yakabuski, Minister of Natural Resources and Forestry
Hon. Jeff Yurek, Minister of the Environment, Conservation and Parks
Hon. Norm Miller, M.P.P. for Parry Sound-Muskoka

Hon. Peter Bethlenfalvy, Minister of Finance
Association of Municipalities of Ontario
All Ontario Municipalities



**Corporation of the
Municipality of West Grey**

402813 Grey Road 4
RR 2 Durham, ON N0G 1R0
519-369-2200

January 13, 2021

Re: Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act

WHEREAS the Ontario Government proposes amendments to the Crown Forest Sustainability Act in Schedule 8 of the Provincial Budget Bill 229, Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020;

WHEREAS the Crown Forest Sustainability Act applies to almost two thirds of Ontario's land base which amounts to over 70 million hectares of land that is habitat for many species at risk;

WHEREAS Bill 229 schedule 8 amends the Crown Forest Sustainability Act in order to exempt all forestry operations from mandatory consideration of species at risk protection and recovery as mandated by the Endangered Species Act;

WHEREAS Bill 229 schedule 8 removes the ability to issue orders in circumstances when there is imminent danger to a species at risk;

THEREFORE BE IT RESOLVED THAT West Grey council requests the Province of Ontario repeal schedule 8 of Bill 229 and that a copy of this resolution be forwarded to:

Premier Ford

Minister Philips, Minister of Finance

Minister Yakabuski, Minister of Natural Resources and Forestry

Minister Yurek, Minister of the Environment, Conservation and Parks

MPP Bill Walker, Bruce-Grey-Owen Sound

MPP Ian Arthur, NDP Environment Critic

Grey County Council
Ontario municipalities
Association of Municipalities of Ontario
Conservation Ontario
Saugeen Valley Conservation Authority
Grey Sauble Conservation Authority

Respectfully,

Genevieve Scharback,
Director of Administration / Clerk
Municipality of West Grey

www.westgrey.com

February 3, 2021

Via email: jrussell@mississippimills.ca

Municipality of Mississippi Mills
Attention: Jennifer Russell, Deputy Clerk
3131 Old Perth Road
PO Box 400
Almonte, ON K0A 1A0

Dear Ms. Russell:

RE: Correspondence – Request for Revisions to the Municipal Elections Act

On behalf of the Council of the Corporation of the Township of Lake of Bays, please be advised that the above-noted correspondence was presented at the last regularly scheduled meeting on February 2, 2021, and the following resolution was passed.

“Resolution #8(a)/02/02/21

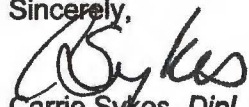
BE IT RESOLVED THAT the Council of the Corporation of the Township of Lake of Bays hereby supports the resolution from the Municipality of Mississippi Mills regarding support to amend the Municipal Elections Act to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list and to ensure that there is a clear and accessible way to report election fraud, dated January 18, 2021;

AND FURTHER THAT this resolution be forwarded to the Municipality of Mississippi Mills, Premier Doug Ford, Norm Miller, M.P.P. for Parry Sound-Muskoka, all Ontario Municipalities and the Association of Municipalities of Ontario.

Carried.”

Should you have any questions, please do not hesitate to contact our Municipal Office at 705-635-2272.

Sincerely,



Carrie Sykes, *Dipl. M.A., CMO, AOMC*,
Director of Corporate Services/Clerk.
CS/cw
Encl.

Copy to: Hon. Doug Ford, Premier of Ontario
Hon. Norm Miller, M.P.P. for Parry Sound-Muskoka
All Ontario Municipalities

Hon. Steve Clark, Minister of Municipal Affairs and Housing
Association of Municipalities of Ontario



CORPORATION OF THE MUNICIPALITY OF MISSISSIPPI MILLS

3131 OLD PERTH ROAD • PO BOX 400 • RR 2 • ALMONTE ON • K0A 1A0

PHONE: 613-256-2064
FAX: 613-256-4887
WEBSITE: www.mississippimills.ca

January 18, 2021

Ministry of Municipal Affairs and Housing

17th Floor, 777 Bay Street
TORONTO, ON
M7A 2J3

Attention: The Honourable Steve Clark

Re: Request for Revisions to Municipal Elections

Dear Minister Clark,

On October 20, 2020 the Council of the Municipality of Mississippi Mills passed a resolution in support of Wollaston Township to request the Ministry of Municipal Affairs and Housing to review the *Municipal Elections Act* and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list and to ensure that there is a clear and accessible way to report election fraud and that the rules described in the *Municipal Elections Act* are actually enforceable even if there is not a current case law.

A copy of the resolution is attached for your reference.

Sincerely,

Jennifer Russell
Deputy Clerk
jrussell@mississippimills.ca
613-256-2064 x 225
3131 Old Perth Rd, PO Box 400
Almonte, ON K0A 1A0

cc. Premier Doug Ford, Daryl Kramp, AMO and all Ontario Municipalities

Attachment: Resolution No. 421-20



COUNCIL RESOLUTION

October 20, 2020

Resolution No 421-20

Moved by Deputy Mayor Minnille

Seconded by Councillor Dalgity

CW148-20 Info List Item #6 - Request for Revisions to Municipal Elections

BE IT RESOLVED, that the Council of the Municipality of Mississippi Mills ask Minister of Municipal Affairs and Housing, the Hon, Steve Clark, to review the Municipal Elections Act and provide amendments to ensure that loopholes are closed on any pay to play schemes in rural communities where non-resident electors are permitted to participate in elections so that \$100.00 leases do not turn into ballots for garden sheds;

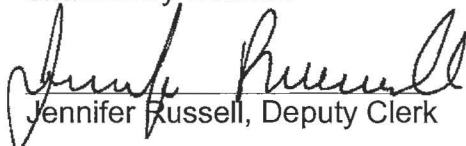
AND BE IT FURTHER RESOLVED, that the Council of the Municipality of Mississippi Mills ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to review the Municipal Elections Act and provide amendments to provide clearer, stronger wording, to assist municipal Clerks in addressing issues to allow for a more definitive decision to be made when adding names to the voters' list;

AND BE IT FURTHER RESOLVED, that the Council of the Municipality of Mississippi Mills ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that there is a clear and accessible way to report election fraud;

AND BE IT FURTHER RESOLVED, that the Council of the Municipality of Mississippi Mills ask the Minister of Municipal Affairs and Housing, the Hon. Steve Clark, to ensure that the rules described in the Municipal Elections Act are actually enforceable even if there is not current case law;

AND BE IT FURTHER RESOLVED, that support for this resolution be sent to Premier Doug Ford, Daryl Kramp, M.P.P. for Hastings-Lennox and Addington, all Ontario Municipalities and the Association of Municipalities of Ontario.

I, Jennifer Russell, Deputy Clerk for the Corporation of the Municipality of Mississippi Mills, do hereby certify that the above is a true copy of a resolution enacted by Council.


Jennifer Russell, Deputy Clerk



Honourable Doug Ford, Premier of Ontario
doug.fordco@pc.ola.org

February 2, 2021

RE: Significant Negative Impacts of Current Value Assessments in Perth County

Dear Premier Ford,

During the January 28th, 2021 Perth County Council meeting a resolution was passed directing staff to write a letter to the Province highlighting the concerns of assessment delays. The motion reads:

WHEREAS the property tax system is based on current value assessment;

AND WHEREAS the current delay in assessment does not utilize the Province's model of CVA,

THEREFORE, County Council direct staff to correspond with the Premier, the Finance Minister, the Minister of Municipal Affairs, Minister of Agriculture, Perth's MPP to move forward with implementing reassessment based on CVA, and that copies of the correspondence be sent to all Ontario municipalities.

Primary Concerns:

- The 2016 assessment valuation does not use the property tax model of Current Value Assessment (CVA). The assessment valuations in use are 5 years old.
- Assessment delays do not benefit all tax classes equally by shifting the assessment disproportionately between residential and farmland.
- Assessment delays create skepticism in the overarching framework of CVA and this skepticism causes citizens to question the Provincial model and process of CVAs.
- Current legislation restricts the ability for local government flexibility, as the ratio for residential tax class cannot be changed from a ratio of 1.00.

A further delay in reassessment continues to create challenges in how local government, along with tax policy, is ensuring the appropriate assessment values pay for their appropriate allotment of taxation levies. Local tax levies are developed within the constraints of the boundaries that provide the services to their communities. With property assessment valuations being 5 years past due, it causes citizens to question the validity of the system of property taxes that the Province of Ontario adheres to.

Corporation of the County of Perth 1 Huron Street, Stratford, Ontario, Canada N5A 5S4
t. 519-271-0531 f. 519-271-6265 www.perthcounty.ca

This is particularly exacerbated in a community such as Perth County that is a mix of urban and rural. The 2016 assessment valuation significantly shifted property taxes to the farmland class, which was phased in over the past 4 years. The shift was significant enough that the residential class has seen decreases in their portion of the overall municipal burden while the burden on farmland is disproportionately increasing.

Natural assessment valuation shifts do impact the tax policies of local governments with an urban-rural mix and more directly follow the overall property tax model of CVA. Equipping municipalities with the knowledge of the set dates related to reassessment and new valuation dates, provides the ability for key financial municipal departments to better plan for these assessment shifts that cannot be alleviated through tax ratio changes.

Below is some further information that outlines the significant impact on Perth County in particular:

- The overall tax burden on Perth County farmland increased from 21% in 2016 to 29% in 2020 of the overall levy. These percentages do include growth from 2017 to 2020. The amount of farmland would be higher in relation to phase in assessment amounts only. Based on 2020 without growth the percentage burden would have been higher than the 29%.
- The geography of Perth County is unique as it includes two urban center single tiers: The City of Stratford and The Town of St. Marys. This pushes the amount of farmland within the two-tiered structure of Perth County to greater than 90% of the total area covered by farmland.
- As they are single tier municipalities, The City of Stratford and The Town of St. Marys do not assist in subsidizing farmland as they would if they were part of a true two tiered structure. All of the Perth County's OMPF allocations are categorized as transitional, which is soon to be phased out completely. As of 2021, \$1,020,400 still remains to be phased out of the County's budget

In summary, Perth County is asking the province to update the CVA calculations to bring them in line with current property valuations and further to consider the impacts of the urban-rural mix of the region and the resultant impact causing residents to disproportionately carry the tax burden over citizens in neighbouring regions without the inclusion of single tier municipalities in their borders.

We look forward to hearing from you.

Sincerely,



Corey Bridges, Manager of Finance / Treasurer
On behalf of Perth County Council

Cc:

Minister of Finance – Peter Bethlenfalvy

Minister of Municipal Affairs and Housing – Steve Clark

Minister of Agriculture – Ernie Hardeman

Perth Wellington MPP – Randy Pettapiece
All Ontario Municipalities

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

A Regular General Meeting of the Town of Tecumseh BIA (TOTBIA) Members held as of
Wednesday, January 13, 2021 held electronically at 6:00 PM.
Live stream is available on the BIA website at www.tecumsehbia.com

(TOTBBM-1-1)

Call to Order

The meeting is called to order at 6:01 PM by Candice Dennis, Chair.

(TOTBBM –2-1)

Roll Call

Chair	Candice Dennis
Director	Linda Proctor
Director	Jules Champoux
Director	Scott Harris
Director	Joseph Fratangeli
Director	Jessica Fowler
Director	James Dowie

Regrets:	Councilor	Andrew Dowie
	Councillor	Brian Houston
	Treasurer	Paul Bistany
	Director	Shane Meloche

Absent:

Minute Taker: Coordinator Denise Pelaccia

Guest:

Live Stream:

- **(TOTBBM – 3-1)**
- **Disclosure of Pecuniary Interest - No disclosure at this meeting.**
 - **(TOTBBM – 4-1)**
 - **Delegations – No delegations at this meeting.**
- **(TOTBBM – 5-1)**
- **Executive Nominations – Executive Nominations will be deferred until next meeting- Wednesday, February, 17, 2021.**
- **(TOTBBM – 6-1)**
- **Communications**
- **6.1 TOTBIA Board of Management Meeting Minutes**

Motion: (BBM-1/21)

Moved by: Scott Harris

Second by: Linda Proctor

That the minutes of the Town of Tecumseh TOTBIA Regular Board of Management Meeting held on December 9, 2020 be approved as distributed.

Approved.

Carried.

6.2 Letters From– No letters at this time.

(TOTBBM – 7-1)

SUPPLEMENTARY Agenda Adoption

Financial Report

Motion: (BBM-2/21)

Moved by: Candice Dennis

Second by: Jessica Fowler

That the financial report for December 2020 be accepted & adopted.

Approved.

Carried.

(TOTBBM – 8-1)

Reports

8.1 Chair Report – C. Dennis has no separate report, discusses issues, and provides feedback with Marketing Committee and Unfinished Business sections.

8.2 Treasurer Report: No report at this time.

8.3 Coordinator Report – D. Pelaccia reports the following:

Financial Information

Windsor Rock Gym - April 10, 2019 deposit for rock wall of \$295.00 is non-refundable; it will be carried over to be used in 2021.

Beach Grove Golf & Country Club – January 2020 deposit for 2020 Christmas Party is carried over to November.

Membership Statistics

- **NEW MEMBERS/BUSINESSES IN THE BIA:**
- Tecumseh Vape- 13414 Tecumseh Rd. E. (Grand Opening TBD)
- Rasoi- 12150 Tecumseh Rd. E. (Grand Opening TBD)
- Zara Designer Boutique- 13300 Tecumseh Rd. E. (Grand Opening TBD)
- Presotea- 13462 Tecumseh Rd. E. (Grand Opening TBD)
- Sonata Piano Studio- 13311 Tecumseh Rd. E. (Grand Opening TBD)
- Trunk Fitness- 11933 Tecumseh Rd. E. (Grand Opening TBD)

- **MEMBERS PREPARING TO OPEN:**
- Hurry Curry- 400 Manning Rd. (Grand Opening TBD)
- Genki Sushi Noodle- 400 Manning Rd. (Grand Opening TBD)
- Junction Bo's- 13039 Tecumseh Rd. E. (Grand Opening TBD)

- **MEMBERS PREPARING TO CLOSE:**
- Closet Cravings- moving from 11962 Tecumseh Rd. E. to Sobey's Plaza in Lakeshore (25 Amy Croft Dr.)
- **Current Status and Total Number of Members by sector:**
- *December 2020 VS. January 2021
- Open – 400 VS. 409
- Associate Members – 3 VS. 3
- Empty Units/Bldgs. – 45 VS. 46 (Oven 360)
- Empty Lots/– 16 VS. 16
- Empty Commercial Houses – 12 VS. 12
- Property Owners – 140 (27 Plazas) VS. 140 (27 Plazas)
- Grand Total – 613 VS. 622

Arts/Entertainment	3 VS. 4
Dining	55 VS. 58
Health & Wellness	137 VS. 138
Home/Commercial Services	14 VS. 14
Professional Services	63 VS. 63
Retail	125 VS. 127
Vacant Lots	16 VS. 16
Property Owners	140 VS. 140
Vacant Units/Bldgs.	45 VS. 46
Residential/Commercial Houses	12 VS. 12
TOTAL MEMBERS (VOTE)	610 VS. 619

Associate Membership Program

New Associate Members:

- None currently

Potential New Members (pending due to COVID):

- Lombardi Barbershop
- Sherwin Williams Paint
- Silver Tee Golf
- The Cheese Bar

BIA Social Media:

Current Followers-

- Facebook: 1,458
- Instagram: 417
- Twitter: 535
- Have posted on all social media platforms that Tecumseh Dollar sales for January 2021 are postponed until further notice due to ongoing province-wide shutdown.
- Shared BIA businesses posts to all social media platforms during the holidays.
- Have posted advertisements to promote all BIA businesses under each subcategory under each main sectors on all social media platforms during first week back from the holidays.

HST Rebate:

Nothing at this time.

- **8.4 Council Report – No report at this time.**

• **8.5 Committee Reports –
Marketing Committee – C. Dennis reports on:**

- **Eyes on Tecumseh** – Continuing to work with the owner of Eyes on Windsor to create a special “Eyes on Tecumseh” Facebook page that will feature Tecumseh BIA Members, BIA future projects, programs, events, etc. One feature will include five Members.

Stats: Have not been received yet for the month of December from Eyes on Windsor.

- **Tecumseh Life** - Decision to advertise with Tecumseh Life is undecided at this time for spring/summer.
- **Social Media** - Have been sharing Members posts on our social media platforms.
- **Website** - Have been advertising Members by sector in promotional image that connects back to our website Business Directory.

Membership Committee:

- **Tecumseh Dollar Program** – D. Pelaccia reports on the Tecumseh Dollar Report: Status of Tecumseh Dollars, listed below is the Tecumseh Dollar Report for December 2020:

No dollars were purchased.

No dollars were donated.

Outstanding Tecumseh Dollars

Donated Tecumseh Dollars in December 2020: \$375.00- \$300- Freebie Fridays, \$50- SRT Grand Opening, \$25- Little Caesar Employee- \$125 left in 2020 Donation Budget

2020 Tecumseh Dollars Sold: \$132,705

Associated Membership Program: Both Associate Members renewed their Membership- Chartwell and Salt Sushi, for 2021.

Streetscaping Committee:

Bike Racks – No report.

Bus Stop- Esthetics of the bus stop in front of Public Parking Lot #1 is being discussed to remove weeds, old newspaper stands, power was roof, etc.

Events Committee:

Banner Contest – All but one student has picked up their award, copy of their drawing and taken their picture. Called 8 times in the past 3 months and left 3 messages.

- Have come up for “Superhero” theme for 2021 for Gallery Without Walls- Banner Contest, Lacasse quoted us the same price as years prior- about \$107 each, budget allocated for contest is \$3,000, emailed the Manager of Public Works from the Town asking for drop off location for banners and deadline for delivery for installation.

Governance Committee:

Memorandum of Understanding – First draft received by Clerk; Chair and Coordinator will review and schedule meeting to discuss further.

- Meeting scheduled for next Thursday to discuss the MOU further with committee.

(TOTBBM – 9-1)

Unfinished Business

Strategic Plan for 2021- Need to schedule during a future Board meeting to complete.

MOU

Beautification Projects- Ex. Bus Stop

(TOTBBM – 10-1)

New Business

10.1 Lockdown- Staff Operating Details

10.2 BIA Board Meeting Date

That the Town of Tecumseh Business Improvement Area Board of Directors meet regularly on the third Wednesday of each month at 6:00 PM commencing Wednesday, February 17, 2021.

Motion: (BBM-3/21) Moved by: Joseph Fratangeli

Second by: Jules Champoux

10.3 Tecumseh Dollars 2021 Promo

(TOTBBM – 11-1)

Next Meeting

The next regular general meeting is scheduled on Wednesday, February 17, 2021 at 6:00 PM and is currently scheduled to be held electronically. The live stream will be available on the BIA website at www.tecumsehbia.com

(TOTBBM – 12-1)

Adjournment

Motion: (BBM-4/21) Moved by: Joseph Fratangeli

Second by: Scott Harris

That there being no further business, the January 13, 2021 regular general meeting of the TOTBIA Board of Management be adjourned at 6:53 PM.

Carried.

Approved.



Candice Dennis, Chair



Denise Pelaccia, Coordinator

Lakeshore-Tecumseh Inter-Municipal Committee

Minutes

Date: Thursday, November 5, 2020, 6:00 pm

Location: Electronic Meeting

Present:

Councillor, Tania Jobin

Councillor, Brian Houston

Councillor, Town of Lakeshore, Steven Wilder

Councillor, Town of Lakeshore, Kirk Walstedt

Also Present:

Chief Administrative Officer, Margaret Misek-Evans

Director Corporate Services & Clerk, Laura Moy

Director Public Works & Environmental Services, Phil Bartnik

Chief Administrative Officer, Town of Lakeshore, Truper McBride

Director of Legislative and Legal Services & Clerk, Town of Lakeshore, Kristen Newman

Director of Community & Development Services, Town of Lakeshore, Tammie Ryall

Director of Engineering & Infrastructure Services, Town of Lakeshore, Nelson Cavacas

Director of Public Works and Engineering Services, Town of Lakeshore, Krystal Kalbol

Economic Development Officer, Town of Lakeshore, Ryan Donally

A. Roll Call

B. Election of Chair and Vice-Chair

1. Election of Tecumseh Chair and Vice-Chair

Motion: IM - 01/20

Moved By Councillor Kirk Walstedt

Seconded By Councillor Steven Wilder

That Councillor Tania Jobin be appointed as Chair of the Inter-Municipal Committee for the Town of Tecumseh.

Carried

Motion: IM 02/20

Moved By Councillor Steven Wilder

Seconded By Councillor Kirk Walstedt

That Councillor Brian Houston be appointed as Vice Chair of the Inter-Municipal Committee for the Town of Tecumseh.

Carried

2. Election of Lakeshore Chair and Vice-Chair

Motion: IM - 03/20

Moved By Councillor Tania Jobin

Seconded By Councillor Brian Houston

That Councillor Kirk Walstedt be appointed as Chair of the Inter-Municipal Committee for the Town of Lakeshore.

Carried

Motion: IM - 04/20

Moved By Councillor Brian Houston

Seconded By Councillor Tania Jobin

That Councillor Steven Wilder be appointed as Vice Chair of the Inter-Municipal Committee for the Town of Lakeshore.

Carried

C. Disclosure of Pecuniary Interest

There is no pecuniary interest declared by a Member.

D. Delegations

There are no delegations presented to the Members.

E. Communications

There are no communications presented to the Committee.

F. Presentations by Administration

1. Transit Opportunities

Tecumseh CAO, Marg Misek-Evans, presents the Tecumseh Transit Services (TTS) presentation as appended to the Agenda.

She explains that First Student Canada has operated the TTS since its inception in 2009. The current 5-year contract with First Student will expire December 31, 2020. Tecumseh is exploring options such as status quo and contracting the existing service to Transit Windsor.

The purpose today is to ask Lakeshore to consider the possibility of a Transit Service partnership in part(s) of the community next to Tecumseh.

Councillor Kirk Walstedt inquires if there has been a partnership with the Town of Lakeshore previously. The Tecumseh CAO explains transit stops within Lakeshore and the stop at Sobey's was discontinued when Food Basics opened in Tecumseh. Lakeshore CAO explains that the Patillo employment area could benefit with inter-municipal service or commuter service. He advises that area businesses were interested in obtaining transit services and would adjust employee work hours to coincide with transit service. This has not materialized.

Capacity of bus services is raised and how other municipalities have partnered with Transit Windsor and fare distribution.

Councillor Wilder indicates that in his Ward there is not a demand for transit service.

In response to an inquiry, the Tecumseh CAO indicates the timelines for the Tecumseh transit agreement and if there is joint opportunity with the Town of Lakeshore. Councillor Walstedt indicates that they can bring this matter to Council for the December meeting for further discussion.

2. Amy Croft Servicing Update

Krystal Kalbol, Director of Engineering and Infrastructure Services for Lakeshore presents on the Amy Croft Road Improvement project as appended on the Agenda. She explains the current status and schedule of works. There will be a winter shutdown of the project. The project is expected to be completed by the summer of 2021. She advises that the alignment drawings are currently under review and will be provided to Tecumseh when completed.

Phil Bartnik, Director Public Works and Environmental Services for Tecumseh comments on the Tecumseh funding provided for the detailed design of Lanoue Street. He explains the updates to the road design and schedule of work at the intersection at Manning/Lanoue. Due to developments in the area, Tecumseh may need to wait until these developments are finished and to minimize the impact on the commercial corridor.

3. Monroe Island Update

Kristen Newman, Director of Legislative and Legal Services for Lakeshore presents on the Monroe Island property. The property owner would like to build a single family dwelling on the property and requires access. This property resides in Lakeshore however there is small parcel on the east side of Brighton, in Tecumseh that was previously used to access the property. The intent is to apply to the Province to restructure Monroe Island in the boundaries of Tecumseh. The Ministry of Municipal Affairs &

Housing has been consulted and has not expressed concern. Lakeshore Administration is currently working with the property owner and preparing an interim agreement to permit the development to proceed in advance of a boundary adjustment.

In response to an inquiry on development fee rates, the Director indicates that the fees will reflect Lakeshore's development charges. Tecumseh's CAO indicates that Administration has completed a financial analysis of the development charges between the two municipalities and there is not a substantive discrepancy.

4. Manning/County Road 22 Update

Krystal Kalbol, Director of Engineering and Infrastructure Services for Lakeshore provides an update on the County's improvements to Manning Road and County Road 22.

Councillor Kirk Walstedt advises the Members that Lakeshore Council recently passed a motion for the County's consideration to reduce the speed limit on all of the 401 overpasses that reside in Lakeshore, including Manning Road and the 401 overpass.

G. Unfinished Business

There are no unfinished business items.

H. New Business

Livestream Committee Meetings

Councillor Steven Wilder inquires if these committee meetings will be livestreamed for the public. He explains that Lakeshore does not livestream any committee meetings. The Chair requests this matter be revisited at a later meeting.

Discussions on the frequency of meetings is raised. There is interest in holding up to four meetings per year. Lakeshore will host the next meeting.

Motion: IM – 05/20

Moved By Councillor Kirk Walstedt

Seconded By Councillor Steven Wilder

That the Lakeshore-Tecumseh Inter-Municipal Committee schedule a meeting for February 2021.

Carried

Business Improvement Areas

The Town of Tecumseh Business Improvement Area is raised in regards to the growing interest of businesses in the Amy Croft area to have a Business Improvement Area (BIA). Discussion is held on whether there is opportunity for a collaborative approach with the current BIA's in each municipality. Councillor Wilder indicates that the Belle River BIA is limited to the boundary of Belle River but acknowledges the Amy Croft commercial area is growing and welcomes the opportunity for further discussion on an inter-municipal Business Improvement Area. The Chair recommends that this matter be placed on the agenda for the next meeting for further discussion.

I. Next Meeting

The next meeting will be scheduled for February 2021.

J. Adjournment**Motion: IM - 06/20**

Moved By Councillor Brian Houston
Seconded By Councillor Steven Wilder

That there being no further business, the Thursday, November 5, 2020 meeting of the Lakeshore -Tecumseh Inter-Municipal Committee **be adjourned** at 7:22 pm.

Carried

Councillor Tania Jobin, Chair

Laura Moy, Clerk



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: February 9, 2021

Report Number: CAO-2021-04

Subject: Community Safety and Well-Being Plan Update and Forthcoming Public Consultation Opportunities

Recommendations

It is recommended:

That Report CAO-2021-04 entitled “Community Safety and Well-Being Plan Update and Forthcoming Public Consultation Opportunities” **be received**.

Background

Ontario municipalities are mandated through the current *Police Services Act* (1990) (Act) and the *Community Safety and Policing Act* (2019; not yet proclaimed) to develop and adopt Community Safety and Well-Being (CSWB) Plans. The nature of CSWB planning is to proactively address locally identified priority risks arising from social conditions that contribute to crime, addiction, suicide and other negative outcomes. The plan identifies and prioritizes the risks and develops strategies to reduce and address the risks along with measurable outcomes.

Council considered and approved collaborating with the County of Essex, the Area Municipalities and the City of Windsor for the development of a regional CSWB Plan with appendices to address the specific needs of each municipality in the County, under Report CAO-2019-11 (RCM 378/19).

The Province initially established a deadline of January 1, 2021 for implementation of a CSWB Plan.

Due to the COVID-19 Pandemic, the Province passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, on April 14, 2020 which provided an extension to the CSWB Plan deadline past January 1, 2021 to an undetermined date.

Council received a presentation from the CSWB Project Manager, at the Special Council Meeting (SCM) held on October 27, 2020. On behalf of the Regional CSWB Plan Systems Leadership Table and Project Team, the Project Manager provided an overview of the CSWB Plan framework, status of development and key project updates, including the upcoming consultation and engagement approach.

The purpose of this report is to advise of the CSWB Plan extension deadline and next steps in the consultation and engagement process.

Comments

CSWB Plan Deadline Extension

In the interim of an alternative deadline being established by the Province, submission letters were provided to the Association of Municipalities of Ontario (AMO) and the Ontario Municipal Social Services Association (OMSSA) advocating for an amended deadline of January 1, 2022. Elected officials from a number of municipalities across Ontario were also advocating for the January 2022 deadline.

The Ministry of the Solicitor General issued correspondence on December 24, 2020 advising the new deadline for municipalities to prepare and adopt a CSWB Plan is July 1, 2021.

Notwithstanding that the CSWB Plan Project Team has been able to make significant progress on the Regional CSWB Plan, the ongoing demands of the COVID-19 Pandemic persist and the newly established submission deadline does not allow for the completion of a fulsome and community informed plan.

After thorough discussion with the Co-Chairs of the Regional CSWB Systems Leadership Table and concurrence with the Regional CSWB Plan Leadership Table designates, it was determined that pursuit of a December 31, 2021 deadline posed the least risk to the impact and meaningfulness of a complete CSWB Plan.

An interim report will be prepared prior to the Provincial deadline of July 1, 2021 and sent to the Office of the Solicitor General to evidence progress towards the development of the regional CSWB Plan and indicate December 31, 2021 as a target date for completion. In doing so, this changed approach will ensure a fulsome and comprehensive regional CSWB Plan that incorporates extensive sector and community engagement as prescribed in the legislation.

Communication will be sent to the Office of the Solicitor General conveying the proposed strategy for an interim report by July 1 and completion of the CSWB Plan by December 31, 2021.

The City of Windsor's report outlining the above-referenced approach and action strategy, including risk analysis, is appended to this report for Council's information.

Public Consultation

As outlined during the SCM presentation on October 27, 2020, due to considerations and restrictions related to COVID-19, an online engagement process will be undertaken.

On February 10, 2021, the public consultation process will be launched with the opening of the online survey.

The online survey will be composed of twelve (12) question categories focusing on Risk and Protective Factors across seven identified categories. In a plain language approach, it is anticipated to take 15-25 minutes to complete. The survey window will close on March 15.

Additionally, Virtual Town Halls for public consultation have been scheduled as follows:

Consultation	Date	Time
City of Windsor Consultation 1	Tuesday, February 23, 2021	6:30-8:00pm
Town of Amherstburg	Thursday, February 25, 2021	6:30-8:00pm
Town of Tecumseh	Saturday, February 27, 2021	10:00-11:30am
Town of LaSalle	Tuesday, March 2, 2021	6:30-8:00pm
Municipality of Lakeshore	Thursday, March 4, 2021	6:30-8:00pm
City of Windsor Consultation 2	Saturday, March 6, 2021	10:00-11:30am
Town of Essex	Monday, March 8, 2021	6:30-8:00pm
Town of Kingsville	Wednesday, March 10, 2021	6:30-8:00pm
Municipality of Leamington	Thursday, March 11, 2021	6:30-8:00pm

Area municipalities will be provided with a communications package to assist in social media and website promotion for the public consultation process.

Municipal Councils may wish to participate in any of the scheduled Virtual Town Halls and observe the public input and feedback. Members of Council are not expected to address the public during the Virtual Town Halls. Additional details will be forthcoming from the CSWB Plan Project Team regarding upcoming opportunities for Council-specific consultation and focus groups.

The proposed online engagement process will provide for a comprehensive CSWB Plan that is reflective of the community it is intended to serve.

Consultations

Regional CSWB Plan Systems Leadership Table and Project Team

Financial Implications

As noted under Report CAO-2019-11, the County of Essex, on behalf of county municipalities, is contributing \$200,000 in a 50/50 cost share agreement with the City of Windsor for expenses related to the CSWB Plan development

Should the Town incur ancillary and minor costs resulting from the CSWB Plan development, the expenses will be covered through the Professional Services line item of the CAO budget.

Commitment of staff time for the development of the CSWB Plan is being provided primarily through the CAO's Office, Corporate Services, Fire & Rescue Services and the OPP.

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 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 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:

Christina Hebert, BA (Hons), MA, Dipl. M.A.
Manager Committee & Community Services

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	City of Windsor Council Report S 3/2021



Council Report: S 3/2021

Subject: Windsor Essex Regional Community Safety and Well-being Plan Deadline Update (City Wide)

Reference:

Date to Council: 2/1/2021
Author: Leo Gil
Project Manager, CSWB Plan
519-255-5200 x 5432
lgil@citywindsor.ca
Administration
Report Date: 1/14/2021
Clerk's File #: SS/14026

To: Mayor and Members of City Council

Recommendation:

THAT the report of the Community Safety and Well-Being Project Manager **BE RECEIVED** for information.

Executive Summary:

N/A

Background:

In 2019 the Provincial government amended the Police Services Act to mandate every municipality to prepare and adopt a Community Safety and Well-Being Plan. At their meeting of July 8, 2019, City Council considered this initiative as outlined in Report #S97/2019 and approved, through CR340/2019, that the Commissioner of Community Development and Health Services undertake a Community Safety and Well Being Plan.

After discussions amongst the regional Chief Administrative Officers proposing a regional CSWB Plan, Report S198/2019 was brought to City Council requesting authorization to engage the County of Essex and its municipalities to develop a Regional Community Safety and Well-Being Plan (RCSWB).

Through CR543/2019, Administration was directed to bring a regional Community Safety and Well-Being Plan to City Council and Essex County Council in sufficient time to be considered prior to the Provincial government's deadline of January 1, 2021. This deadline was established by the Province prior to the COVID-19 pandemic.

Due to the pandemic the project was paused on March 18, 2020, with core team members redeployed to manage COVID related emergencies within their respective organizations.

On April 14, 2020, during this pause, the Province passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which allowed an extension to the CSWB deadline past January 1, 2021 to an undetermined date. At their meeting of May 4, 2020, City Council received correspondence from the Office of the Solicitor General informing Council of the change in deadline, and that it would be working with the Association of Municipalities of Ontario (AMO) and the City of Toronto to determine a new deadline. The correspondence (attached as Appendix 1) was noted and filed.

The CSWB project officially resumed on June 1, 2020. City Council was provided a project update through CR337/2020 which described key actions taken during the project pause, including the completion and submission of letters to AMO and OMSSA (Ontario Municipal Social Services Association) advocating for an amended deadline of January 1, 2022. Elected officials from a number of municipalities across Ontario were also advocating for the January 2022 deadline.

On November 9, 2020, City Council received a project update which included updated project timelines and methodologies, and noted the following actions taken since June 2020:

- Discussions with AMO and OMSSA representatives, which included a Province-wide CSWB working group to assess the status of other municipalities, as well as the provincial deadline. These discussion led to a presumed deadline of December 31, 2021 as no one at the OMSSA discussion table had any indication that the Province was considering a July 1, 2021 deadline.
- Finalization of Consulting Agreement with StrategyCorp, as determined through the RFP process.
- Presentation to the Regional CAO Table to provide project updates.
- Presentations to municipal Councils within the region to provide elected officials a shared understanding of the project background and approach being used.
- Re-engagement of the Data team to establish current state analysis data categories and indicators.
- Completion of an interactive Regional Asset Map.

The Province had not yet established an alternate deadline and as such a presumed project deadline of December 31st 2021, informed by discussions with other municipalities, AMO and Ontario Municipal Social Services Associations (OMSSA) working groups, was pursued.

On December 24, 2020, the Ministry of the Solicitor General issued correspondence (Appendix 2) to the City that the new CSWB Plan submission deadline is July 1, 2021.

Discussion:

Although the Community Safety and Wellbeing project team has been able to make significant progress on the Regional CSWB Plan, the newly established submission deadline does not allow for the completion of a fulsome and community informed plan.

Key to the CSWB process is the use of multi-sectoral collaboration to guide planning and prioritization efforts. Multi-sectoral collaboration has been made difficult due to the pressing nature of the pandemic. The workloads, responsibilities and schedules of key community and sector partners have changed in response to the first and second waves of the pandemic. For instance, Regional Systems Leadership Table (RSLT) members, many of whom are from sectors identified in the legislation, such as health care and education, have been at varying levels of capacity due to competing priorities and continued COVID related responsibilities. During resumption of the project in June 2020, the majority of RSLT member organizations requested that re-engagement occur in September 2020 due to additional workloads.

In acknowledgement of the realities facing our community partners, a project methodology that included multiple avenues for engagement and a submission deadline of December 31st 2021 was presented to Council, as well as the Councils of area municipalities in November 2020. Currently, the project is on track with the aforementioned timeline. Prior to the Province's announcement of the new deadline, project teams scheduled and began community engagements based on the current methodology. The amended workplan is attached as Appendix 3. Should the methodologies be revised to adhere to a July 1, 2021 deadline, significant impacts are expected to the quality and meaningfulness of the public engagement process.

As the new deadline would greatly affect the critical path of the project, the Project Manager sought counsel from the Co-Chairs of the Regional CSWB Systems Leadership Table and their designates. After a thorough discussion, it was determined that pursuit of a December 31, 2021 deadline posed the least risk. To mitigate risks as further discussed in the Risk Section, an interim report will be provided to City and County councils prior to the Provincial deadline. This interim report will also be sent to the Office of the Solicitor General to show progress towards the development of the regional CSWB Plan, and indicate December 31, 2021 as a target date for completion.

This action will ensure a fulsome and meaningful CSWB plan that incorporates extensive sector and community engagement as prescribed in the Police Act legislation.

Risk Analysis:

While the Province recently communicated a deadline of July 1, 2021 to submit a Council approved Community Safety and Wellbeing Plan, the amended Police Act prescribes which sectors must be represented at the CSWB Leadership table and with whom the project must consult. Regardless of which deadline is targetted to submit the CSWB Plan, there is a risk that the City will be in contravention of the legislation.

As the July 1, 2021 deadline would condense the project timeline by six months, community and sector engagement efforts would be drastically reduced or in some cases, eliminated. There is a risk that the organizations legislated for inclusion in CSWB planning may not have the opportunity to participate.

Considering that necessary pandemic restrictions have already eliminated many commonly used public consultation practices, such as in-person focus groups, a reduced engagement window may further impact the ability to engage hard-to-reach and vulnerable populations. Initial Enhanced Sector Network engagements have identified barriers to participation as a concern. Adherence to a July 1, 2021 deadline

presents a risk that vulnerable populations will not have the opportunity to engage in the planning process. This risk is mitigated by taking the time to provide alternative methods to electronic participation. In this regard, an additional reputational risk exists as a truncated engagement period may alienate community and population groups, reduce community and regional buy-in, and lead to an end-product that is not representative of the municipality and the region as a whole.

There is also a potential risk that the shortened timeframe may negatively impact relationships with sector and community partners. Imposing additional time sensitive requests to community partners who have already indicated limited capacities due to the pandemic may harm relationships, or result in a lack of engagement.

A further risk to not meeting the July 1, 2021 deadline is that the amended Police Act legislation allows for a community safety and well-being planner to be appointed to the municipality by the Minister. Although the Province has not provided funding for the project nor has it indicated specific funding for the region on the horizon, should the Ministry appoint a planner to the municipality, Council would be responsible for the planner's remuneration and expenses. This risk is considered to be low, as the intent is to provide a Council-approved Community Safety and Wellbeing Plan as required by legislation, prior to the end of 2021.

However, to proceed with a proposed deadline of December 31, 2021 presents a risk in that such a deadline contravenes that imposed by the Province. To mitigate this risk, the Co-chairs of the CSWB project will provide both City and County Councils with an interim report outlining the current state analysis, project timeline, and milestones achieved. This interim report would be sent to the Office of the Solicitor General to show progress made towards meeting the obligations of the legislation. The completed and approved regional CSWB Plan will be submitted prior to December 31, 2021.

Climate Change Risks

Climate Change Mitigation:

N/A

Climate Change Adaptation:

N/A

Financial Matters:

City Council approved costs for the development of the Community Safety and Well-Being Plan and Project Manager to be charged to the Budget Stabilization Reserve to an upset limit of \$200,000. (CR340/2019)

Further to City Council's approval to undertake a regional planning process, (CR543/2019) County Council has matched the City's \$200,000 contribution to cover the additional expenses, inclusive of the consultant, necessary to ensure the Plan addresses the City and all County municipalities. To date, the Province has not provided funding to this project.

No additional funding is required with a target deadline of December 31, 2021. Upon completion of the CSWB plan, and pending further direction from the Province, the City and County will jointly determine next steps and future funding requirements. Should a need for on-going funding be identified, a request for annualized funding will be brought forward to City and County Councils during the appropriate budget development process.

Consultations:

Shelby Askin Hager – City Solicitor

Linda Higgins - Manager of Intergovernmental Subsidies and Financial Administration

Frank Providenti – Deputy Chief of Police, Windsor Police Services

Rob Maisonville – Chief Administrative Officer, County of Essex

Conclusion:

On December 24, 2020, the Ministry of the Solicitor General communicated a new CSWB submission deadline of July 1, 2021. This newly established deadline significantly constrains the ability to engage in fulsome and meaningful community engagement. A target completion date of December 31, 2021 allows for fulsome engagement and completion of a comprehensive regional Community Safety and Wellbeing Plan that is reflective of the community it is intended to serve.

Planning Act Matters:

N/A

Approvals:

Name	Title
Sandra Bradt	Executive Initiatives Coordinator
Stephen Lynn for Leo Gil	Project Manager, CDHS
Jelena Payne	Commissioner of Community Development and Health Services, Corporate Leader – Social Development and Health
Joe Mancina	Chief Financial Officer and City Treasurer, Corporate Leader – Finance and Technology
Onorio Colucci	Chief Administrative Officer

Notifications:

Name	Address	Email
Erica Bassakos		ebassakos@weareunited.com
Rob Maisonville, CAO County of Essex		rmaisonville@countyofessex.ca
Deputy Chief Providenti Windsor Police Services		

Appendices:

- 1 CSWB Deadline Extension Letter April 2020
- 2 Letter from Solicitor General CSWB Deadline December 2020
- 3 Windsor Essex Regional CSWB Plan Workplan January 2021

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
Toronto ON M7A 1Y6
Tel: 416 325-0408
MCSCS.Feedback@Ontario.ca

Solliciteur général

Bureau de la solliciteure générale

25, rue Grosvenor, 18^e étage
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Tél.: 416 325-0408
MCSCS.Feedback@Ontario.ca



132-2020-380

By e-mail

April 24, 2020

Dear Head of Council/Chief Administrative Officer/Municipal Clerk:

As you may know, on January 1, 2019, amendments to the *Police Services Act* (PSA) came into force, which mandate every municipality in Ontario to prepare and adopt a Community Safety and Well-Being (CSWB) plan.

As part of these legislative requirements, municipalities must consult with chiefs of police and police services boards or detachment commanders and various other sectors, including health/mental health, education, community/social services and children/youth services, as they undertake the planning process. As previously communicated, municipalities had two years from the in-force date to prepare and adopt their first CSWB plan (i.e., by January 1, 2021). Municipalities also have the flexibility to develop joint plans with neighbouring municipalities and/or First Nations communities, which may be valuable in order to meet the unique needs of the area.

With the COVID-19 outbreak, our government appreciates that municipalities are currently facing unprecedented circumstances in their communities. We also understand that some municipalities may experience delays in their planning and engagement processes as a result of the current provincial emergency.

In order to support our municipal, policing and community partners during this emergency, on April 14, 2020, the government passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which amends the PSA to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans past January 1, 2021. The amendments came into force immediately upon Royal Assent. This change will help ensure municipalities are able to meet the legislative requirements and complete their CSWB plans. The Ministry of the Solicitor General (ministry) will work with the Association of Municipalities of Ontario, as well as the City of Toronto, to determine an appropriate new deadline that will be set by regulation at a later date. For reference, the new Act can be found at the following link:

<https://www.ola.org/en/legislative-business/bills/parliament-42/session-1/bill-189>

This extension will ensure municipalities, police services and local service providers can continue to dedicate the necessary capacity and resources to respond to the COVID-19 outbreak, while also providing adequate time to effectively undertake consultations, work collaboratively with partners, and develop meaningful and fulsome plans following the provincial emergency. Where possible, municipalities are encouraged to explore

.../2

alternative options to continue on-going planning efforts, such as through virtual engagement (e.g., webinars, teleconferences, online surveys, etc.).

At this time, the ministry would also like to provide some additional resources and remind you of existing resources to further support municipalities and municipal partners as these CSWB plans are prepared and adopted.

The ministry has recently developed two resource documents, which outline examples of data sources and funding opportunities available to support the CSWB planning process (see Appendix A and B). These resource documents were developed in collaboration with the ministry's Inter-Ministerial Community Safety and Well-Being Working Group, which consists of representatives from nine Ontario ministries and the federal government. The documents highlight examples of sector-specific data available at the provincial, regional and local level, which can assist in the identification of local priority risks in the community, as well as funding opportunities that can be leveraged to support the development and implementation of plans.

As you may recall, in spring 2019, the ministry hosted webinar sessions on CSWB planning to assist municipalities, policing and community partners as they began the planning process. The webinars consisted of an overview of the CSWB planning requirements and provided guidance on how to develop and implement effective plans. A recording of these webinars has been made available and can be accessed through the following link: <http://mcscs-erb.adobeconnect.com/p3e0qppm8g30/>.

The ministry has also made updates to its Frequently Asked Questions document to provide more information and clarification regarding CSWB planning, including changes to the CSWB planning provisions that came into force as a result of recent legislation (see Appendix C).

Municipalities are encouraged to continue utilizing the *Community Safety and Well-Being Planning Framework: A Shared Commitment in Ontario* booklet to support the planning process (see Appendix D). This booklet includes the CSWB Planning Framework as well as a toolkit of practical resource documents, including a tool on engagement, to guide municipalities, First Nations and their partners as they develop and implement their plans. The booklet is also available on the ministry's website at: <https://www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPlanningFramework.html>.

If communities have any questions, please feel free to direct them to my ministry staff, Tiana Biordi, Community Safety Analyst, at Tiana.Biordi@ontario.ca or Steffie Anastasopoulos, Community Safety Analyst, at Steffie.Anastasopoulos@ontario.ca.

Head of Council/Chief Administrative Officer/Municipal Clerk
Page 3

I greatly appreciate your continued support as we move forward on this modernized approach to CSWB together. Through collaboration, we can work to build safer and stronger communities in Ontario.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Jones', with a stylized, cursive script.

Sylvia Jones
Solicitor General

Enclosures

Solicitor General

Office of the Solicitor General

25 Grosvenor Street, 18th Floor
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Solliciteur général

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132-2020-5553

By email

December 24, 2020

Dear Head of Council/Chief Administrative Officer/Municipal Clerk:

As you know, on January 1, 2019, amendments to the *Police Services Act* (PSA) came into force which mandate every municipality in Ontario to prepare and adopt a community safety and well-being (CSWB) plan, working in partnership with police services/boards and various other sectors, including health/mental health, education, community/social services, and children/youth services. As previously communicated, municipalities originally had two years from the in-force date to prepare and adopt their first CSWB plan (i.e., by January 1, 2021).

The government recognizes that the pandemic has created unprecedented challenges for communities across Ontario. Over the past several months, we have heard from municipal partners that resources have been redirected to the pandemic response and, as a result, some have experienced delays in their CSWB planning and engagement processes.

In an effort to support municipal, policing and community partners during the emergency, on April 14, 2020, the government passed the *Coronavirus (COVID-19) Support and Protection Act, 2020*, which amended the PSA to allow the Solicitor General to prescribe a new deadline for the completion and adoption of CSWB plans post January 1, 2021. This amendment came into force immediately upon Royal Assent.

I would like to inform you that the new deadline for municipalities to prepare and adopt a CSWB plan is now July 1, 2021. This extension provides municipalities with an additional six months to complete their plans.

This change will ensure municipalities, police services and local service providers can continue to dedicate the necessary capacity and resources to respond to COVID-19, while also providing adequate time to effectively undertake consultations, work collaboratively with multi-sectoral partners, and meet the legislative requirements to develop meaningful and effective CSWB plans.

Community partners continue to underscore the importance and need for this type of holistic planning that addresses crime and complex social issues on a long-term, sustainable basis and improves the safety and well-being of Ontario communities.

.../2

Despite the unforeseen challenges that the pandemic has created, it is encouraging to see municipalities across the province persevere and make significant progress on their CSWB plans through innovative and forward-thinking approaches.

I greatly appreciate your on-going support as we move forward on this modernized approach to CSWB together. Through collaboration, we will continue to build safer and stronger communities in Ontario.

Lastly, if municipalities have any questions about CSWB planning, please direct them to ministry staff, Tiana Biordi, Community Safety Analyst, at Tiana.Biordi@ontario.ca.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Jones', with a stylized, cursive script.

Sylvia Jones
Solicitor General

**Windsor Essex
Regional Community Safety and Well-Being Plan
Project Timeline**

Year	Month	Milestones
2021	January	Enhanced Sector Network Group Meetings
	February	Regional Consultation (Online Surveys, 9 Virtual Town Halls)
	March	Analysis of Consultation data
	April	CAO and Elected Officials Focus Groups based on Consultation Feedback
		Enhanced Sector Network Group- Prioritization Process
	May/June	Regional Systems Leadership Table Prioritization Process
	June/July	RCSWB Plan report writing and creation of Comprehensive performance and measurement plan for each strategic priority
	August	Completion of Regional CSWB Plan
		Submission of Regional CSWB to Standing Committee
	September/ October	RCSWB Presentation/Submission to City and County Council(s)
	November / December	Digital and Paper Copies of the Report Made Available to the Community



The Corporation of the Town of Tecumseh

Corporate Services & Clerk

To: Mayor and Members of Council

From: Laura Moy, Director Corporate Services & Clerk

Date to Council: February 9, 2021

Report Number: CS-2021-03

Subject: Parking Lot Lease Agreement Renewal
12150 Tecumseh Road – J. Kalbol Enterprises Inc.

Recommendations

It is recommended:

That CS-2021-03 entitled “Parking Lot Lease Agreement Renewal – 12150 Tecumseh Road – J. Kalbol Enterprises Inc.” **be received;**

And that Council consider, and direction **be given**, on the terms proposed by J. Kalbol Enterprise Inc. for renewal of a Parking Lot Lease Agreement for the Town of Tecumseh’s exclusive use of 26 parking spaces at 12150 Tecumseh Road, as outlined in CS-2021-03.

Background

The Corporation of the Town of Tecumseh (Town) entered into a Parking Lot Lease Agreement (Original Agreement) with Mary Ellen Morand (Morand) in April 1999. The Original Agreement provided the Town exclusive use of 29 parking spaces on Morand’s lands located at 12150 Tecumseh Road.

In May 1999, the Town also entered into a Site Plan Control Agreement (SPCA) with Morand in order to permit an expansion to the building on the subject site (commonly known at that time as Riverside Rentals) and certain other site improvements, including surfacing of the parking areas. The SPCA was subject to the provisions of the Original Agreement.

Under the Original Agreement, Morand agreed to asphalt and stripe the parking areas and to install storm water catch-basins. The parking area includes 46 spaces. The Town was given the exclusive use of 63 percent (29) of the parking spaces, with the remaining 37 percent (17)

spaces being allocated to Morand. The location of the parking spaces allocated to the parties was by mutual agreement from time to time.

The cost to construct the parking area was shared in proportion to the space allocation. Therefore, the Town paid 63 percent of the cost of the works (\$17,561).

The Town agreed to pay Morand a yearly fee during the term of the Original Agreement, equal to the land taxes levied against the parking spaces allocated to the Town.

The term of the Original Agreement was for ten (10) years following construction of the parking area. The construction occurred in May 2000 and accordingly, the Original Agreement expired in 2010.

The subject property was sold in July 2009 to J. Kalbol Enterprises Inc. (Kalbol). Desire was expressed by the new owner to renew the terms of the Original Agreement for a further five (5) year term. In November 2010, the Town entered into an Amending Agreement with Kalbol, extending the original end date as set forth in the Original Agreement to December 31, 2015. The Amending Agreement was further extended for an additional five (5) year term to expire December 31, 2020.

The Original Agreement and the Amending Agreements are collectively referred hereafter as the Agreement.

Comments

The Town has requested a further extension of the term of the Agreement, for a further five (5) year term to expire December 31, 2025, from Kalbol.

The Town financially invested in the parking spaces through its share of the cost to construct the parking area. The subject property is divided by a municipal alley (as depicted on the attached map) which was also improved by these works. [\[Attachment 1\]](#)

The parking spaces were obtained by the Town to provide additional parking in the 'Downtown' corridor to benefit local businesses and patrons. The parking area is identified as "Parking Lot 2" by way of signage and benefits the local businesses due to the limited on-street parking in the 12000 block of Tecumseh Road, in particular during peak business hours.

In addition to the parking spaces being highly utilized by patrons, the parking space allocation supports the objectives of the Town's Community Improvement Plan. The parking spaces provide increased accessibility for patrons to access local businesses thereby encouraging economic sustainability.

Under the Agreement, the Town assumed responsibility for normal maintenance of the parking area, including snow removal, cleaning and striping. Maintenance is undertaken by the Public Works and Environmental Services Department, in conjunction with other municipal maintenance works.

Repairs to the area, including resurfacing, patching and repair of potholes, have been shared on a 63/37 percent basis, in keeping with the parties' respective allocations, under the

Agreement. In 2018/2019 repairs consisted of minor spot repairs of asphalt, sealing of the asphalt and repairing the parking spots.

Mr. Kalbol is agreeable to renewal of the Agreement for a 5-year term, however with the following adjustments:

- Lease Payment: \$6,990 (net of snow removal)
- Repair costs to be shared on a 50/50 basis

Kalbol's proposed lease payment is based on \$1 per space for 26 parking spaces, which are now currently delineated for parking, for each calendar day of the year (365 days), less the estimated cost of the Town providing snow removal services (\$2,500). Kalbol is seeking a lease payment for the Town's use of the parking spaces rather than reimbursement of a portion of the tax levy.

With respect to the repairs, the negotiated agreement is to move to a 50/50 cost share from 63/37, with the Town continuing to be responsible for all maintenance costs, except snow removal.

If Council is agreeable to these proposed terms, an agreement will be prepared, satisfactory in form to the Town's Solicitor, and a by-law presented to authorize the Mayor and the Clerk to execute the agreement.

Consultations

Financial Services
Planning & Building Services
Public Works & Environmental Services

Financial Implications

The annual fee paid to use the parking spaces was, in past years, based on the taxes levied over same. Over the past three years, the fees paid were:

2020 \$1,968

2019 \$1,995

2018 \$1,904

Kalbol is seeking compensation for the Town's use of the parking spaces rather than a tax rebate for that portion of the property.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

Sue White
Administrative Assistant to Director Corporate
Services & Clerk

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Map of Area

Attachment 1 – Map of the Area



Attachment 2 - Proposed Agreement with J. Kalbol Enterprises Inc

This Agreement made in triplicate this Choose an item. day of Choose an item., 2020.

Between:

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

Of the First Part

- and -

J. Kalbol Enterprises Inc.
(hereinafter called the "Owner")

Of the Second Part

Whereas; Mary Ellen Morand (hereinafter the "Original Owner") entered into a parking agreement with the Town on April 19, 1999 (herein "the Original Agreement") to share parking with the Town on property owned by the Original Owner and legally described as Lot 16 PL 293 Sandwich East; Lot 17 PL 293 Sandwich East; Tecumseh; Lot 5, Lot 6, PL 293 Sandwich East save and except for Part 1 PL 12R9127; Tecumseh (herein "the Property");

And Whereas; on or about July 9, 2009, Owner purchased the Property from the Original Owner, and assumed the Original Agreement, including all rights and obligations of the Original Owner;

And Whereas on or about November 9, 2010, the Owner and the Town entered into an Amending Agreement, extending the term of the Original Agreement, including all rights and obligations of the Original Agreement;

And Whereas the Original Agreement and the Amending Agreement are collectively known as the "Agreement";

And Whereas the Town has requested a further extension of the term of the Agreement and the Owner is agreeable to extending the Term subject to the terms and conditions set forth in this agreement;

Now This Agreement Witnesseth that in consideration of the premises, other good and valuable consideration, and the sum of One dollar (\$1.00) now paid by the Owner to the Town, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) The Town acknowledges that the term of the Agreement is further extended from the end date as set forth in paragraph 1 of the Amending Agreement to December 31, 2025, and the yearly fees called for under Section 5.1 of the Original Agreement shall continue accordingly;
- 2) This Agreement shall be registered on title to the property at the expense of the Town;
- 3) The parties otherwise agree that in all other respects, each and every of the provisions, terms, conditions and covenants contained in the Agreement, be and they are hereby ratified and confirmed, to be fully enforced in accordance with their provisions;
- 4) The Agreement and this Amending Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

In Witness Whereof the parties hereto have hereunder set their hands and seals under the hands of their proper Officers duly appointed in that behalf.

Signed, Sealed and Delivered
In The Presence of

The Corporation of The Town of Tecumseh
By:

Name: Gary McNamara
Title: Mayor

Seal

Name: Laura Moy
Title: Director Corporate Services & Clerk

J. Kalbol Enterprises Inc.
By:

Witness

Name: John Kalbol, President



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: February 9, 2021

Report Number: PBS-2021-02

Subject: Site Plan Control
Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
OUR FILE: D11 SKY

Recommendations

It is recommended:

That by-laws authorizing the execution of the “Skyline Real Estate Holdings Inc.”, “Skyline Real Estate Holdings (II) Inc.” and “Skyline Real Estate Holdings (III) Inc.” site plan control agreements, satisfactory in form to the Town’s Solicitor, which agreements recognize the existing two apartment building properties and associated driveway improvements located at 11873 and 11917 Tecumseh Road and allow for the construction of two four-storey, 71-unit apartment buildings totalling 142 dwelling units and associated parking, landscaping and on-site services/works on the 1.71 hectare (4.22 acre) parcel of land situated on the east side of Southfield Drive, immediately north of Southfield Park (1200-1250 Southfield Drive), **be adopted**, subject to the following occurring prior to the Town’s execution of the three Agreements:

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

And that the execution of such further documents as are called for by the site plan control agreements approved above including, but not limited to, the execution of the

acknowledgement/direction required to register the site plan control agreements on title to the lands and such other acknowledgements/directions for any related transfers or real property registrations contemplated by the site plan control agreements, by the Mayor and Clerk, **be authorized.**

Executive Summary

Skyline Real Estate Holdings Inc. ("the Owner") owns three properties totalling 4.4 hectares (10.9 acres) situated southeast of the Tecumseh Road/Southfield Drive intersection. The subject lands are subject to site plan control approval in accordance with Section 41 of the *Planning Act, R.S.O. 1990*. A residential development comprising two four-storey, 71-unit apartment buildings totalling 142 dwelling units along with associated parking, landscaping and on-site services/works is proposed for the vacant southerly 1.71 hectare (4.22 acre) property which fronts the east side of Southfield Drive (1200-1250 Southfield Drive). A summary of previous planning approvals for the subject lands, details and an evaluation of the proposed development and other improvements, along with a final recommendation on the proposed site plan control applications are provided in this Report.

Background

Property Location

Skyline Real Estate Holdings Inc. ("the Owner") owns three properties totalling 4.4 hectares (10.9 acres) situated southeast of the Tecumseh Road/Southfield Drive intersection. The two properties that front on Tecumseh Road (11837 and 11917 Tecumseh Road) contain existing apartment buildings and associated parking/landscaped areas. The vacant southerly 1.71 hectare (4.22 acre) property, which fronts on the east side of Southfield Drive (1200-1250 Southfield Drive), is the site of the current development proposal (see Attachment 1).

Previous Planning Application Approvals

In March of 2020, Council adopted by-laws having the effect of amending the Tecumseh Official Plan and Tecumseh Zoning By-law 1746 to recognize the existing two residential apartment buildings and to facilitate the development of the southerly 1.71 hectare (4.22 acre) vacant parcel for one four-storey apartment building. At that time, the new residential building comprised two four-storey towers connected by an attached single story building that was intended as an amenity area. The Official Plan Amendment (OPA No. 42), which introduced site-specific policies within the "Residential" designation, was subsequently approved by the County of Essex (the Approval Authority for Official Plan Amendments).

The Zoning By-law amendment established site-specific zoning regulations pertaining to the maximum number of dwelling units, building heights and other lot requirements related to building setbacks and parking requirements.

Subsequent to these approvals, the Owner applied for consent to sever the subject lands into three separate lots such that the two existing apartment buildings and associated parking areas were on individual lots and the vacant development land to the south was on a separate lot. In addition, the applications sought to have easements created providing mutual access across the three lots. These applications were approved by the Committee of Adjustment, resulting in the current lotting configuration (see Attachment 1). In August 2020, the Owner applied for a minor variance (Application A-12-20) requesting relief to permit the separation of the proposed single four-storey apartment building into two four-storey, 71-unit apartment buildings totalling 142 dwelling units. The Committee of Adjustment granted the minor variance application and that combined with the severances facilitated the development proposed through the subject site plan control applications.

Proposed Development

The Owner has now filed an application for site plan control approval in order to:

- i) Recognize the existing two apartment buildings on the lots located at 11873 and 11917 Tecumseh Road and facilitate driveway and parking area improvements on these sites; and
- ii) Facilitate the development of two four-storey, 71-unit apartment buildings totalling 142 residential dwelling units and associated parking, landscaping and on-site services/works on the southerly 1.71 hectare (4.22 acre) vacant parcel of land situated on the east side of Southfield Drive, immediately east and north of Southfield Park (1200-1250 Southfield Drive).

The above-noted properties are subject to site plan control in accordance with Section 41 of the *Planning Act, R.S.O. 1990*.

Given there are three separate lots comprising the subject lands, three site plan control agreements have been prepared. Two agreements apply to the existing apartment buildings on the properties that front on Tecumseh Road. These agreements contain provisions related to access improvements to be undertaken on each of these existing properties. More specifically, the westerly driveway access to Tecumseh Road for each of the existing apartment building properties will be eliminated in accordance with the recommendations of the Traffic Impact Study (TIS) that was prepared as part of the Official Plan/Zoning By-law Amendment approval process. In addition to the removal of these driveways, improvements to the remaining access driveways and interconnection points with the new development property are being completed to better facilitate on-site traffic movements (see Attachment 2).

The third agreement pertains to the proposed residential development on the southerly vacant property on the east side of Southfield Drive. Specifically, the proposed site plan drawing and architectural renderings (see Attachments 2 and 3) depict:

- i) Two four-storey apartment buildings totalling 142 dwelling units (71-units each). One of the proposed apartment buildings extends along the northern lot line of

Southfield Park while the other extends along the eastern lot line of Southfield Park. A one-storey amenity building is situated between the apartment buildings but is attached to, and has interior access from, the westerly apartment building only;

- ii) An outdoor amenity that includes a BBQ area with seating, raised garden beds, an electric fire place/bonfire area and an outdoor dog run area to the south of the amenity building. The originally proposed pickle ball courts are no longer being contemplated;
- iii) An asphalted parking area accommodating 193 parking spaces (six of which are to be barrier-free), loading areas and electrical vehicle charging stations, including infrastructure to provide proper stormwater drainage. The new parking area occupies the northern and eastern portion of the property with direct access through a new driveway on Southfield Drive. It can also be accessed via Tecumseh Road through the mutual access lanes that interconnect the proposed development with the parking areas and driveways serving the existing apartment buildings to the north. It should also be noted that all three site plan agreements include a clause regarding joint use and reciprocal access for the mutual movement of vehicles and pedestrians across all three properties;
- iv) A new asphalt trail connecting the easterly terminus of Arbour Street (within the parcel of land that the Owner gratuitously conveyed to the Town) that will replace the existing trail that currently links Arbour Street to Southfield Park. The new trail will be wider and shifted north of the existing trail to provide an enhanced buffer area between it and the abutting residential lot to the south. This issue was identified at the public meeting associated with the previous Official Plan and Zoning By-law amendment applications. The design of the trail was completed in consultation with Parks & Recreation Services; and
- v) Multiple pedestrian sidewalk connections through the properties to Tecumseh Road and to Southfield Road.

In addition to the site plan, the Owner has submitted a site service plan, a landscape plan, a lot grading plan, elevation plans and a photometric plan, all of which are attached to the site plan agreement as schedules. It should be noted that the landscape plan identifies extensive new landscaping throughout the property, particularly along the lot lines that abut Southfield Park. In addition, new tree plantings are proposed along the entirety of the Owner's landholdings adjacent to the east side of Southfield Drive. The existing chain link fence along this perimeter is also proposed to be removed. These changes will result in an improved streetscape along this portion of Southfield Road and the trees will have the effect of creating "friction", which can act as a traffic calming measure. These site enhancements were discussed at the public meeting associated with the Official Plan and Zoning By-law amendment applications.

Comments

Official Plan and Zoning

The proposed development depicted in the corresponding site plan conforms to the site-specific policies contained in the Official Plan and complies with all regulations established in the “Residential Zone 3 (R3-16), (R3-17) and (R3-18)” (see Attachment 4) that apply to the entire land holdings.

Servicing

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

Community Improvement Plan (CIP)

The subject property is located within the Tecumseh Road Main Street Community Improvement Plan (CIP) area. The proposed development is consistent with the CIP objectives, particularly as they relate to residential intensification and the fulfilment of urban design guidelines. In addition, the architectural drawings provided by the Owner depict a building that is consistent with the architectural building features and materials promoted through the CIP. The Owner has applied for funding through the Development Charges Grant Fund program of the CIP in the amount of \$100,000 and has also applied for property tax relief based upon the incremental increase in the municipal portion of property tax through the Building and Property Improvement Grant (BPIG) Program. Council approval of the Development Charges Grant Fund program of the CIP is being brought forward concurrently with this site plan control application by way of PBS-2021-03. The Building and Property Improvement Grant (BPIG) Program CIP application will be brought forward at an upcoming Council meeting.

Summary

In summary, it is the opinion of the writer, along with Town Administration, that the proposed site plan control agreements will result in appropriate development that is based on sound land use planning principles. The development of the proposed two four-storey, 71-unit apartment, along with other proposed residential intensification developments in the surrounding area, will help to realize the community-developed vision articulated in the Tecumseh Road Main Street CIP while adding to the housing-mix of the community.

Town Administration has reviewed the three proposed site plan agreements and is prepared to recommend approval of the documents and the attached drawings. Wolf Hooker Law Firm (Town Solicitor) has drafted the three agreements (see Attachments 5, 6 and 7, with site plan drawing attached thereto as Schedule “B” to each) which facilitates the subject development. As has been the practice of the Town to date, the agreement establishes that a security deposit in the amount of \$20,000 (cash or letter of credit) is required as a condition of approval to ensure all performance obligations of the Owner are fulfilled.

Consultations

Fire & Emergency Services
Parks & Recreation Services
Public Works & Environmental Services
Town Solicitor

Financial Implications

None.

Link to Strategic Priorities

Applicable	2019-22 Strategic Priorities
<input checked="" type="checkbox"/>	Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
<input checked="" type="checkbox"/>	Ensure that Tecumseh’s current and future growth is built upon the principles of sustainability and strategic decision-making.
<input 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:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Reviewed by:

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

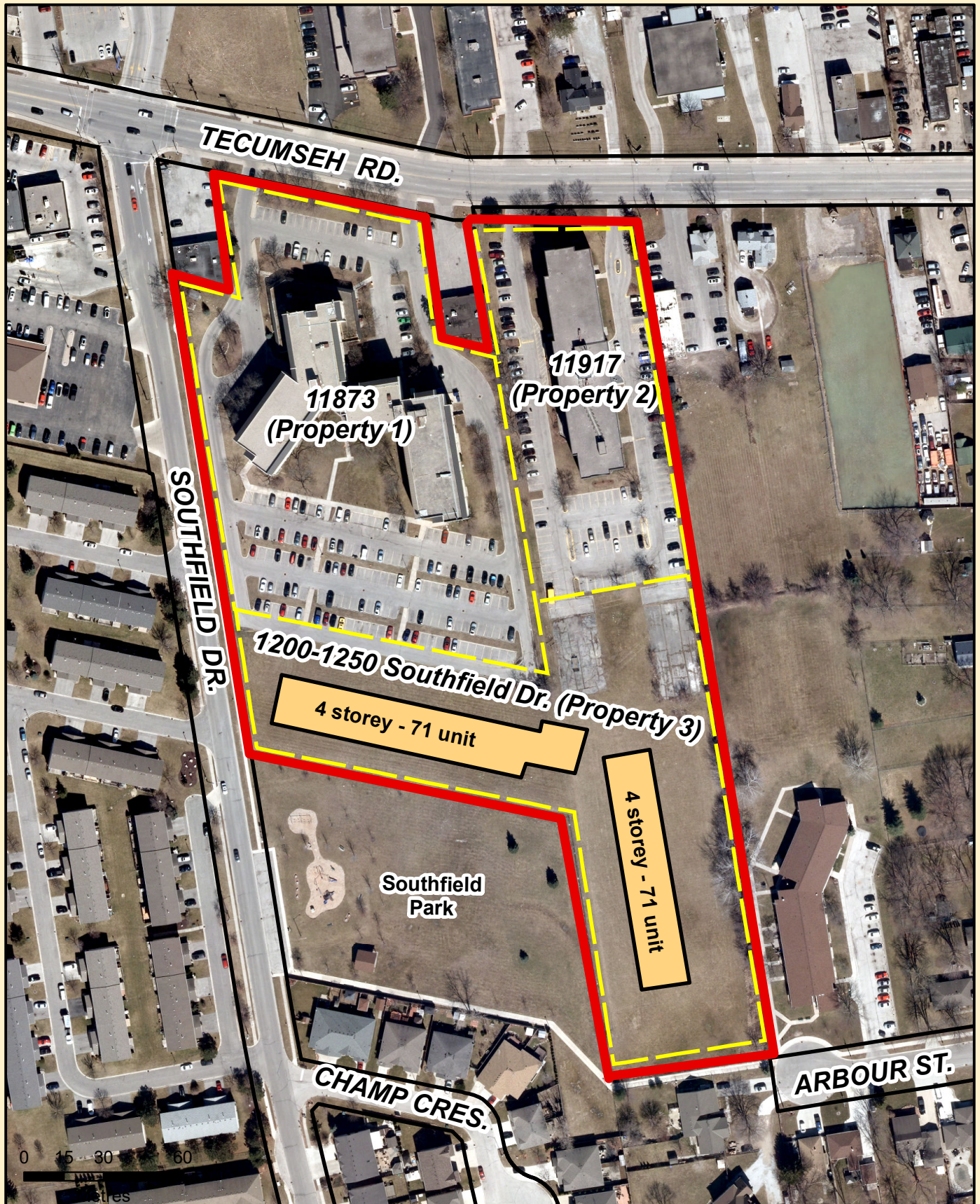
Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Property Location with Proposed Building Footprint Map
2	Proposed Site Plan, Detail View
3	Proposed Architectural Renderings
4	Zoning Map
5	Site Plan Control Agreement for 11917 Tecumseh Road
6	Site Plan Control Agreement for 11873 Tecumseh Road
7	Site Plan Control Agreement for 1200-1250 Southfield Drive



Prepared By:
Tecumseh Planning and
Building Services Department

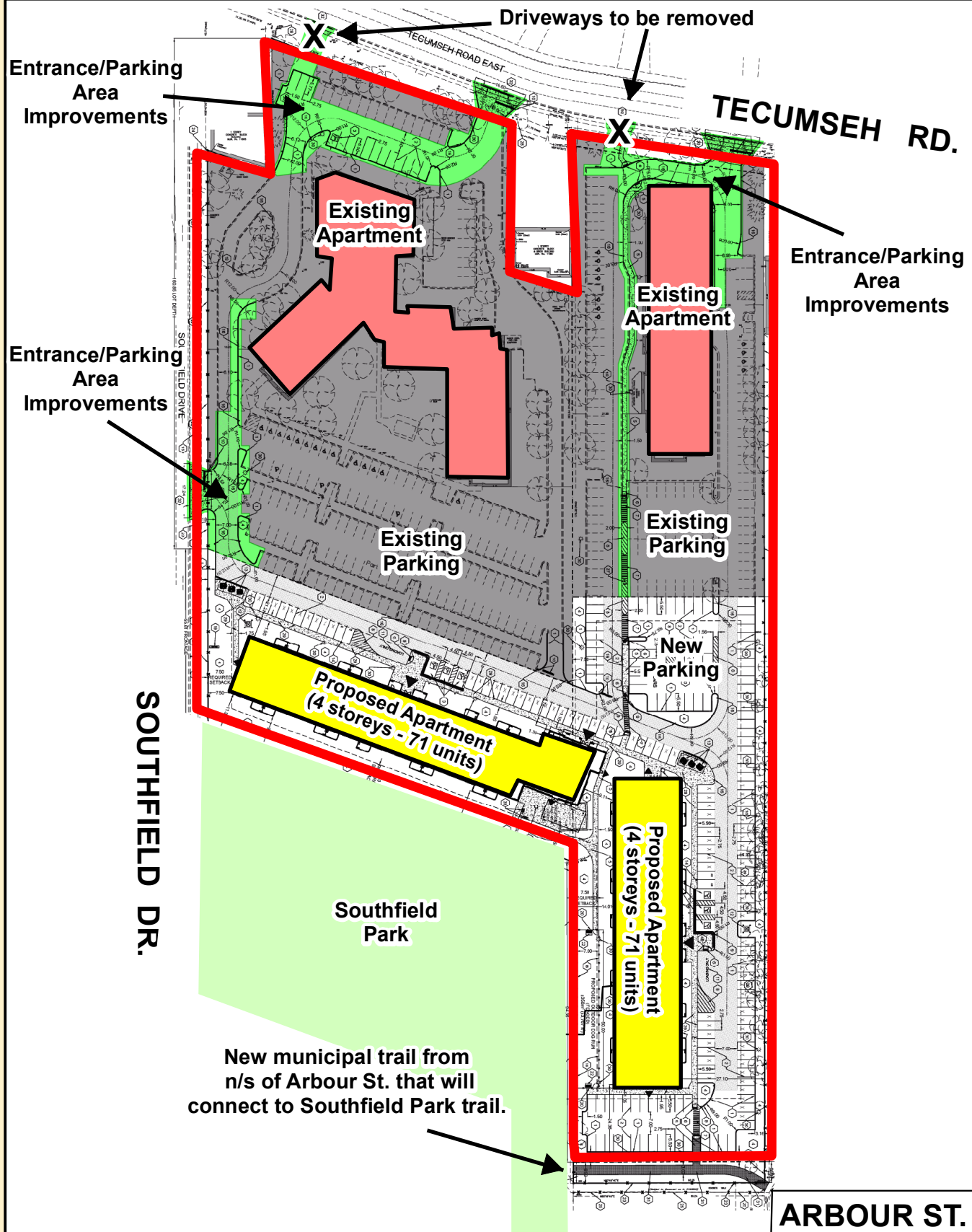
Legend:

- Subject Lands
- Proposed Buildings

Attachment 1

Site Plan Control

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 - 11917 Tecumseh Rd. and 1200-1250 Southfield Dr.
Property Location with Proposed Building Footprint





View of north and east facades, looking southwest towards Southfield Park.

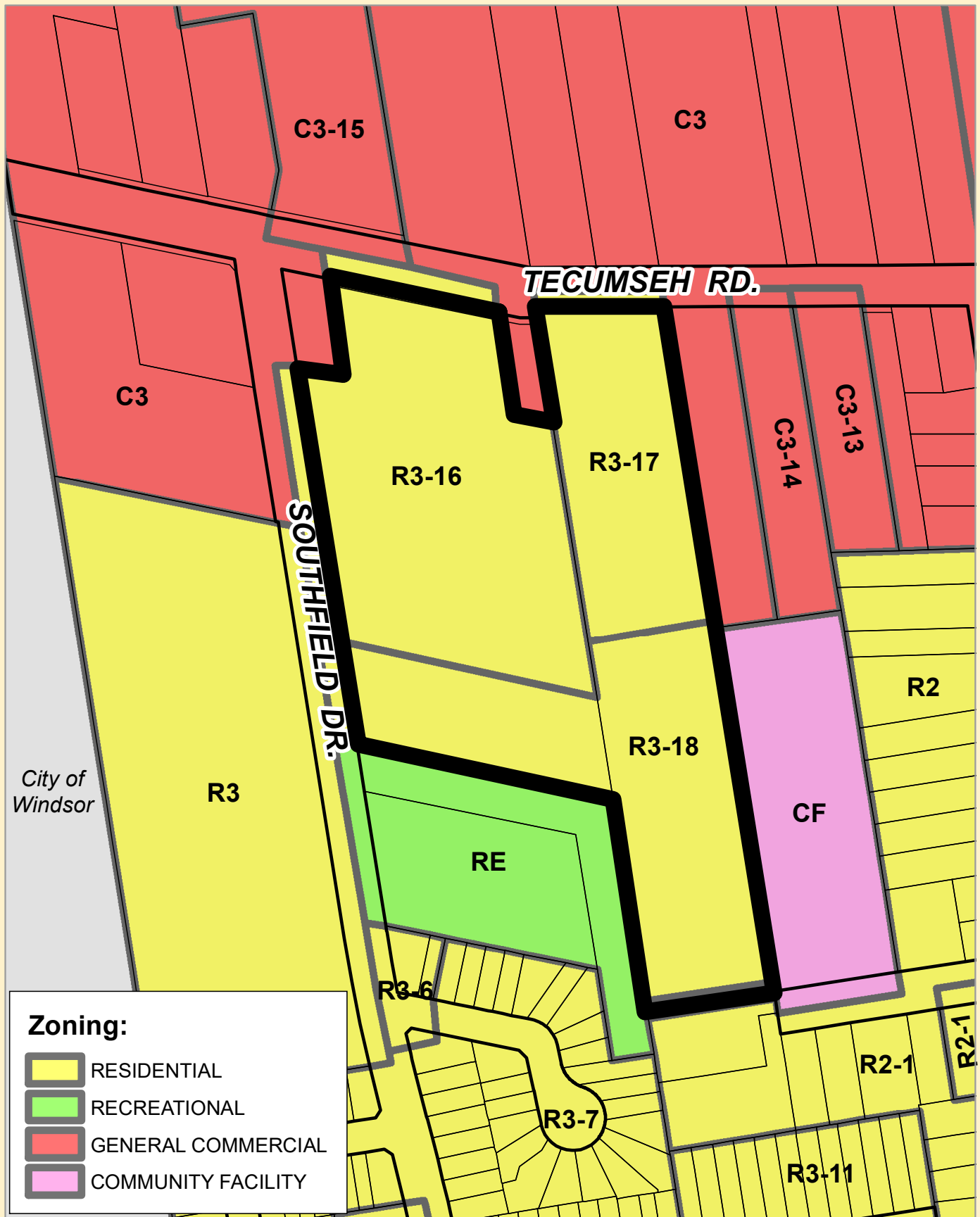


View of south and west facades from Southfield Park, looking northeast towards Tecumseh Rd.



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3
Site Plan Control
Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Rd. and 1200-1250 Southfield Dr.
Architectural Renderings



Zoning:

- RESIDENTIAL
- RECREATIONAL
- GENERAL COMMERCIAL
- COMMUNITY FACILITY

Legend:

- Subject Lands



Prepared By:
Tecumseh Planning and
Building Services Department



Attachment 4
Site Plan Control
Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Rd. and 1200-1250 Southfield Dr.
Zoning

Attachment 5

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 11917 Tecumseh Road

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged

that the Site Plan and Site Services Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “F”, if applicable. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

which shall directly or indirectly benefit the lands.

2.1.15 Parking, Driveways and Loading Areas

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

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2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

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

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

- a) Security for performance is posted pursuant to Paragraph 6.1;

- b) Construction lien deposit pursuant to Paragraph 6.3;

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 2 & 4 Owner” refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the “Part 2 & 4 Lands”) being SKYLINE REAL ESTATE HOLDINGS (III) INC. at the date of this agreement and “Part 1 Owner” refers to the owner from time to time of Part 1 on Plan 12R28154 (the “Part 1 Lands”) being SKYLINE REAL ESTATE HOLDINGS (II) INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 2 & 4 Owner and Part 1 Owner respecting the operation of the Lands, Part 2 & 4 Lands and Part 1 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Parts 2 & 4 Owner and Part 3 Owner notice of which is registered on title as CE198616;
- B) The burden of an easement over Part 3 on Plan 12R28154 in favour of Parts 2 and 4 on Plan 12R28154 as in CE944861
- C) The burden of an easement over Part 3 on Plan 12R28154 in favour of Part 3 on Plan 12R28154 as in CE944862
- D) The benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861
- E) The benefit of an easement over Part 1 on Plan 12R28154 in CE944862

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner’s Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 1 Lands and Part 2 and 4

Lands respectively.

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which

the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or

sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

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

Communications sent to the Owner shall be addressed to:
301-5 Douglas Street, Guelph, Ontario, N1H 2S8
Attention: President

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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

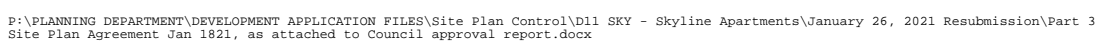
SCHEDULE "A"

THE LANDS

01567-1511

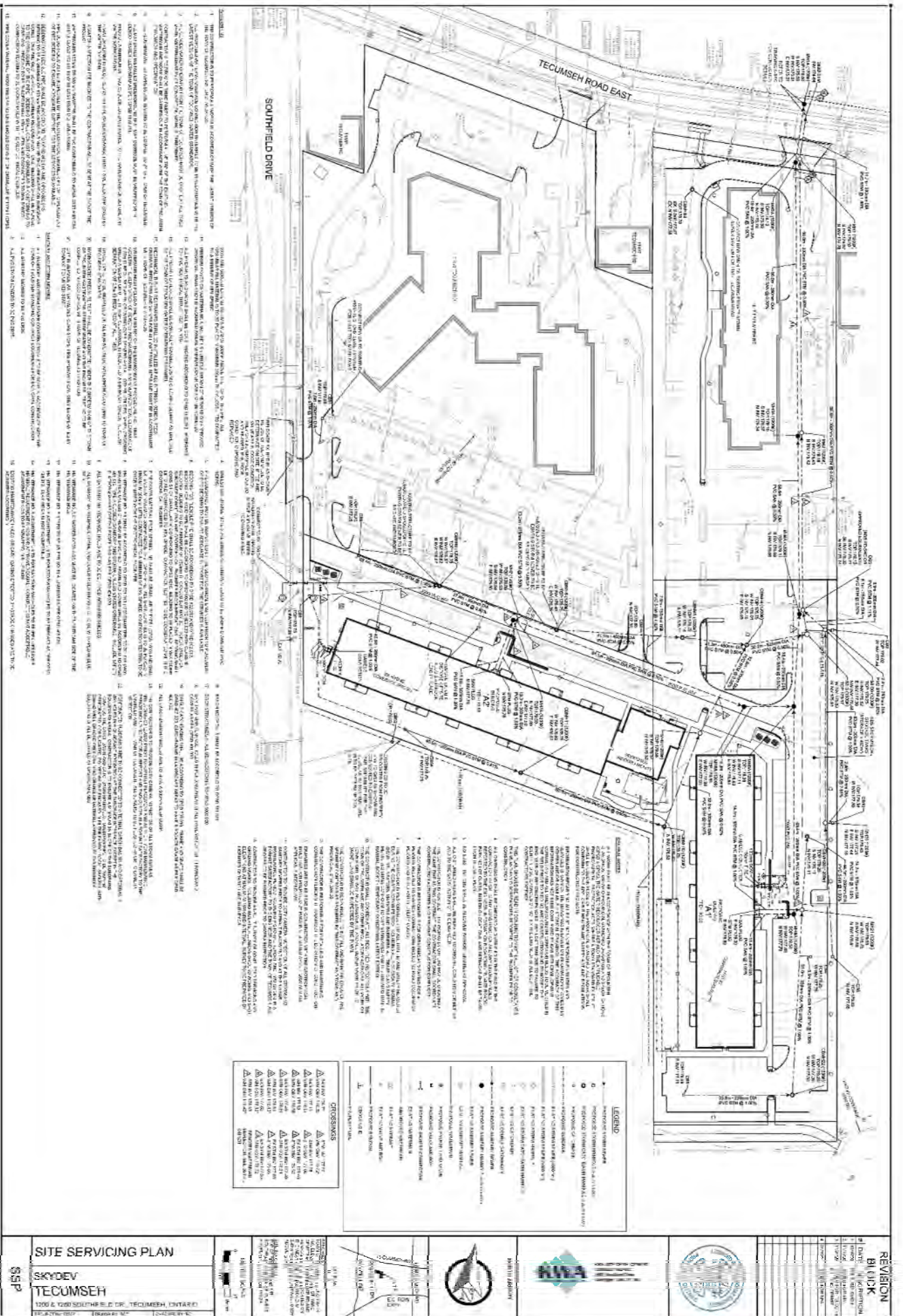
PART LOT 148 CONCESSION 2 SANDWICH EAST PART 3 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 12R28154 IN FAVOUR OF PARTS 2 AND 4 ON 12R28154 AS IN CE944861; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 12R28154 IN FAVOUR OF PART 1 12R28154 AS IN CE944862; TOGETHER WITH AN EASEMENT OVER PARTS 2 AND 4 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 12R28154 AS IN CE944862; TOWN OF TECUMSEH

SITE PLAN

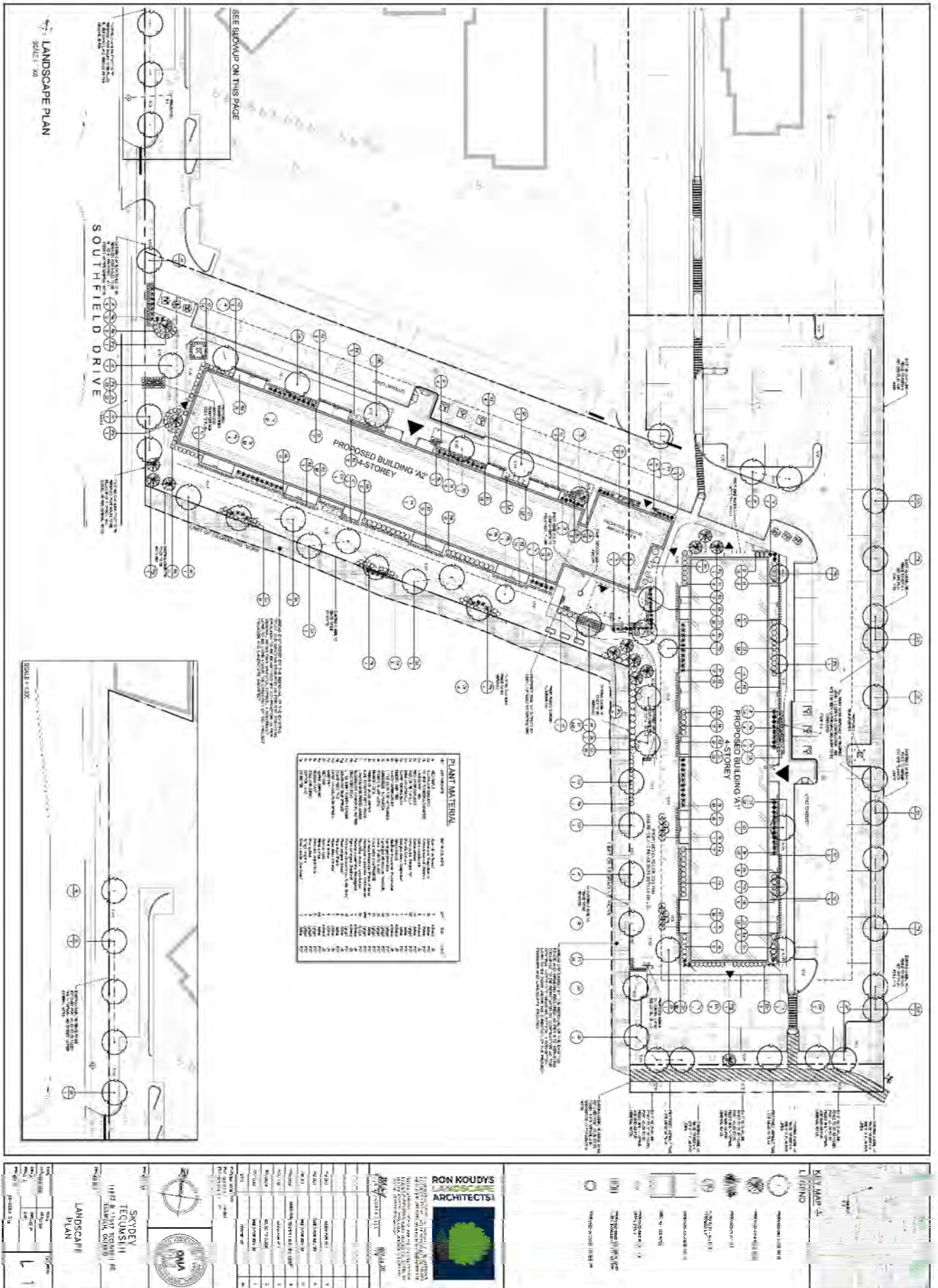


SCHEDULE "C"

SITE SERVICES PLAN

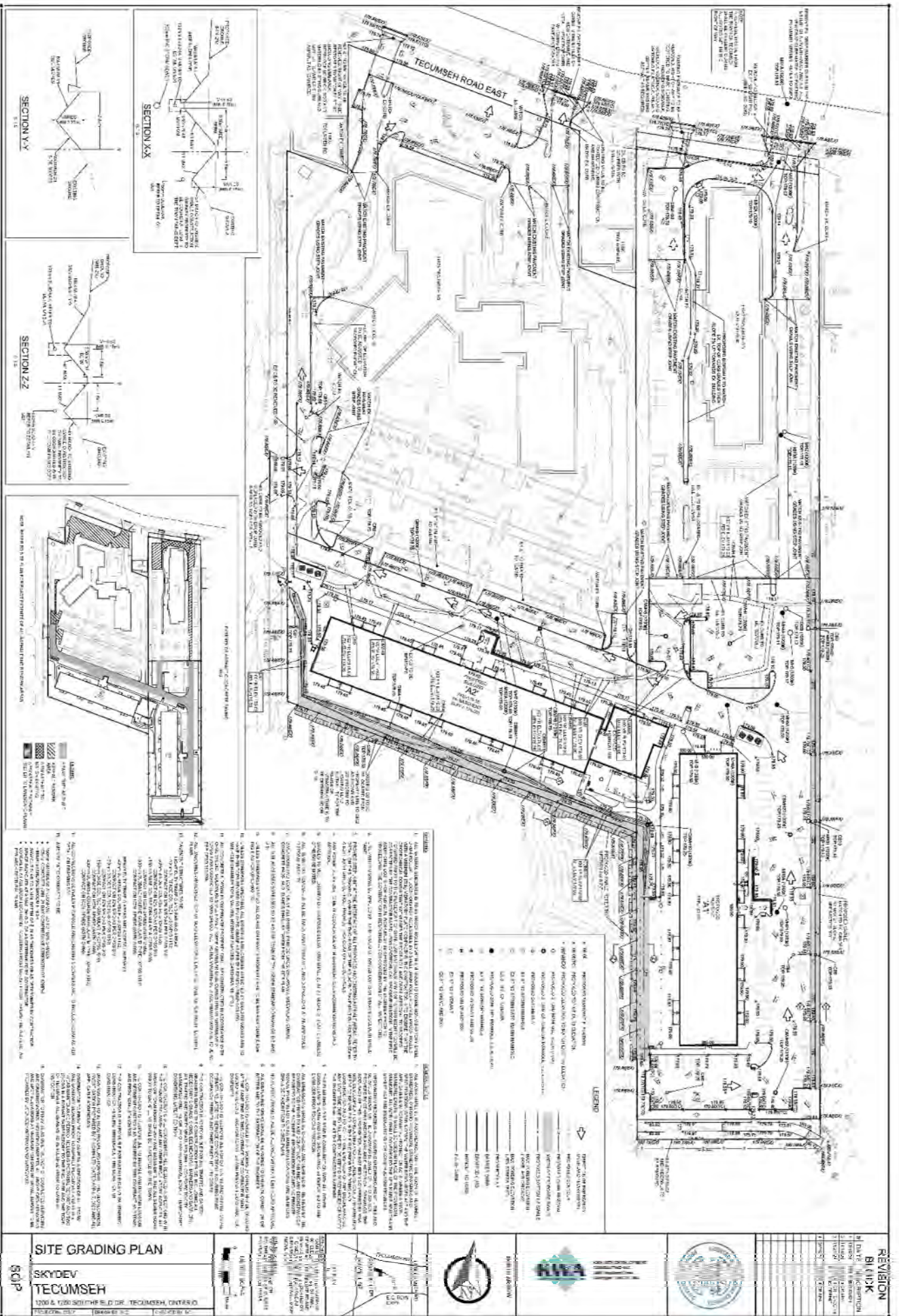


LANDSCAPING PLAN



SCHEDULE "E"

SITE GRADING PLAN



Attachment 6

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 11873 Tecumseh Road

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings (II) Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS (II) INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared

and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “F”, if applicable. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

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

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 2 & 4 Owner” refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the “Part 2 & 4 Lands”) being SKYLINE REAL ESTATE HOLDINGS (III) INC. at the date of this agreement and “Part 3 Owner” refers to the owner from time to time of Part 3 on Plan 12R28154 (the “Part 3 Lands”) being SKYLINE REAL ESTATE HOLDINGS INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 2 & 4 Owner and Part 3 Owner respecting the operation of the Lands, Part 2 & 4 Lands and Part 3 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Parts 2 & 4 Owner and Part 3 Owner notice of which is registered on title as CE198616;
- B) The burden of an easement over Part 1 on Plan 12R28154 in favour of Parts 2 and 4 on Plan 12R28154 as in CE944861
- C) The burden of an easement over Part 1 on Plan 12R28154 in favour of Part 1 on Plan 12R28154 as in CE944862
- D) The benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861
- E) The benefit of an easement over Part 3 on Plan 12R28154 in CE944862

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner’s Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality’s Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 2 & 4 Lands and Part 3 Lands respectively.

Said security shall be either by way of

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

Guarantee or Bond)

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

301-5 Douglas Street, Guelph, Ontario, N1H 2S8

Attention: President

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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS (II) INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

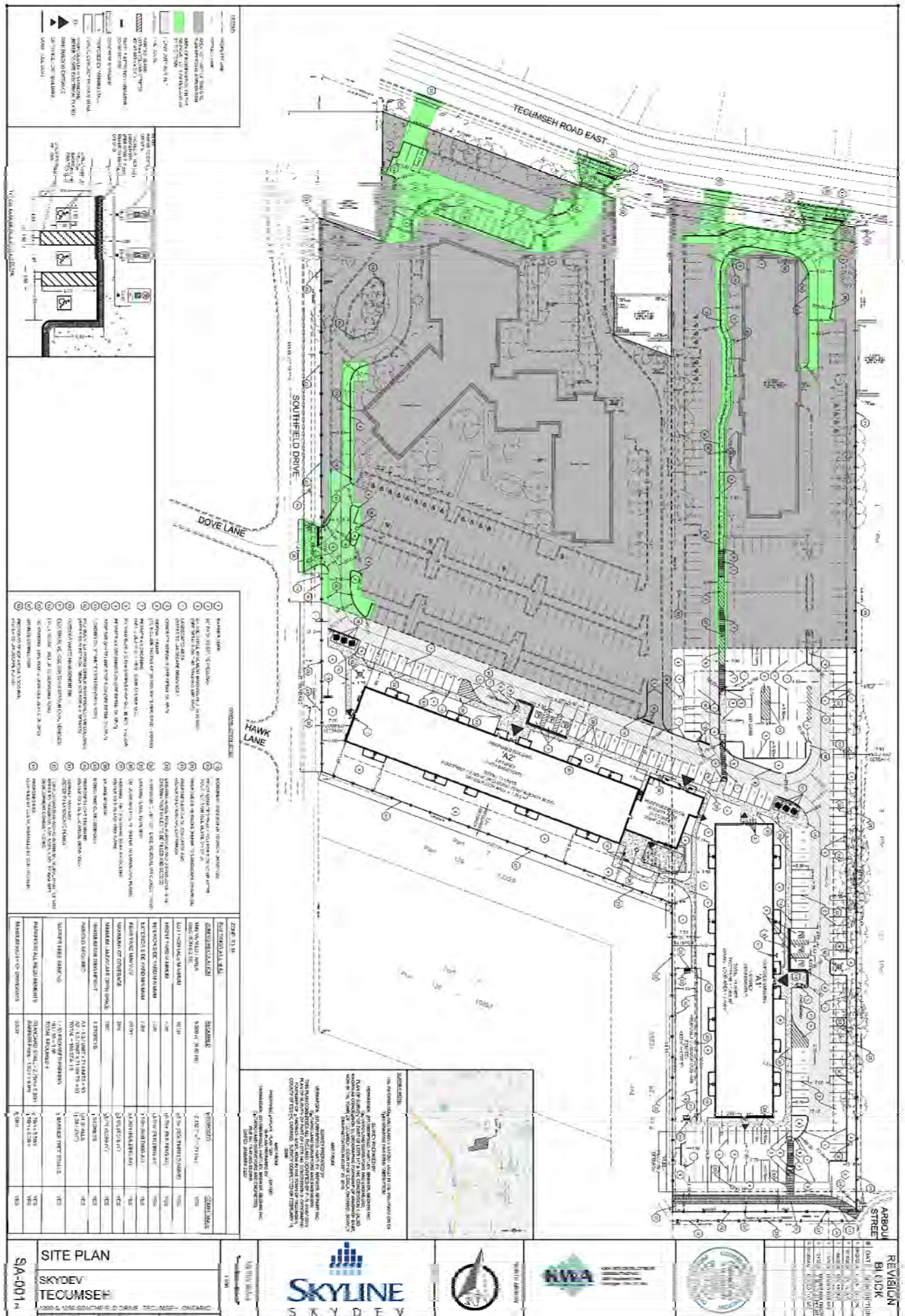
SCHEDULE "A"

THE LANDS

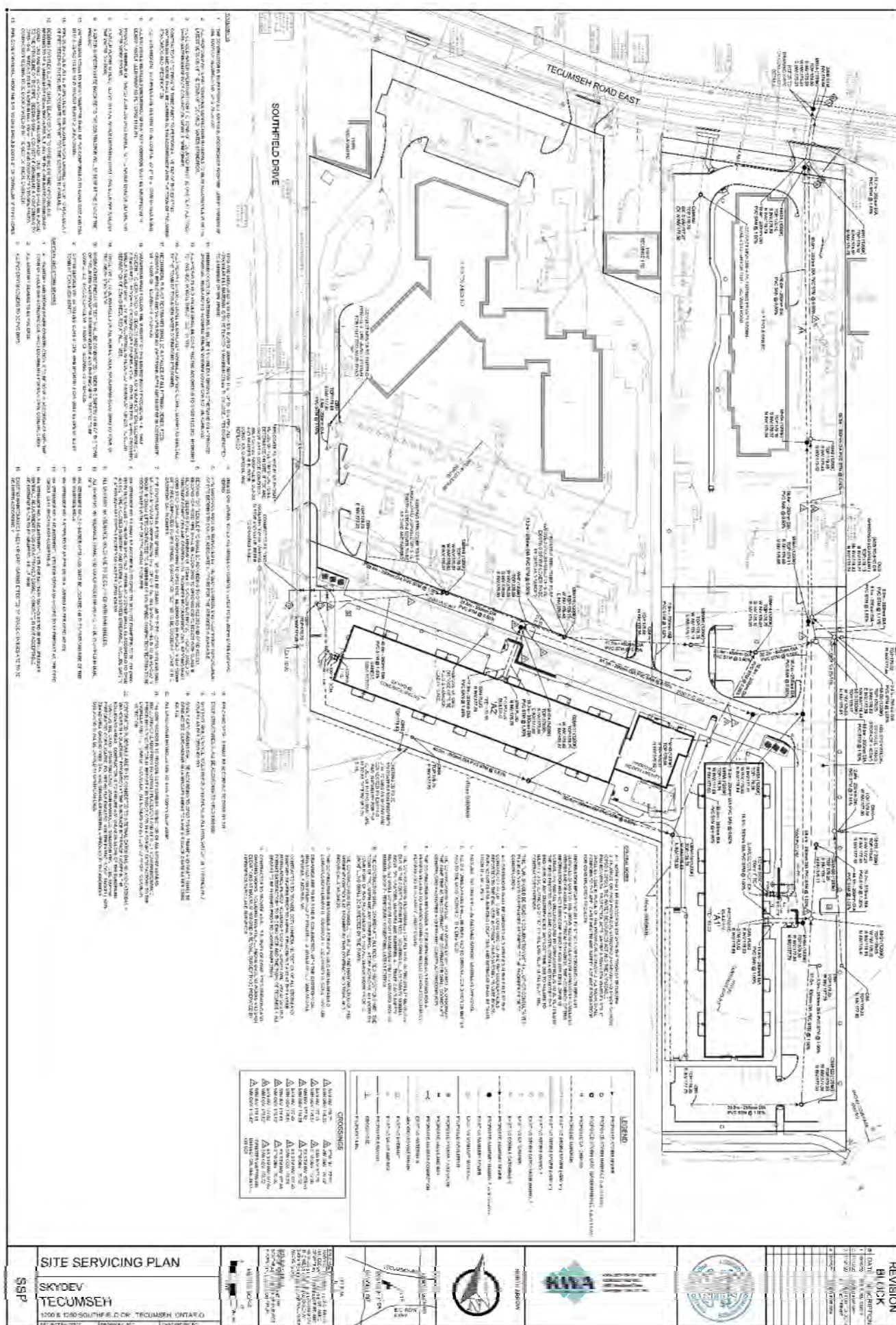
01567-1508 (LT)

PART LOTS 147 AND 148, CONCESSION 2 SANDWICH EAST PART 1 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 12R-28154 IN FAVOUR OF PARTS 2 AND 4 ON PLAN 12R-28154 AS IN CE944861; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 12R-28154 IN FAVOUR OF PART 3 ON PLAN 12R-28154 AS IN CE944862; TOGETHER WITH AN EASEMENT OVER PARTS 2 AND 4 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PART 3 ON PLAN 12R-28154 AS IN CE944862; TOWN OF TECUMSEH

SITE PLAN

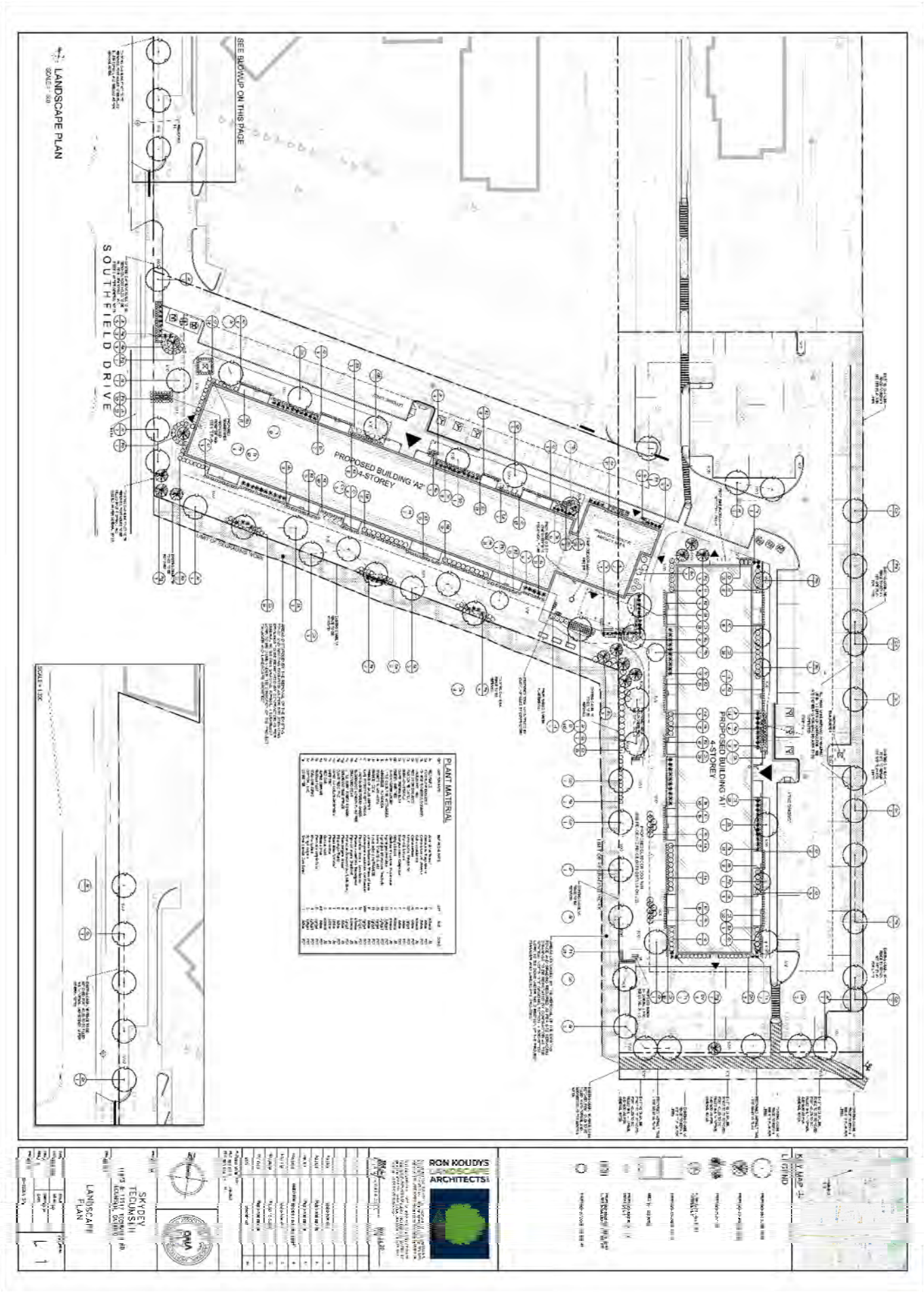


SITE SERVICES PLAN



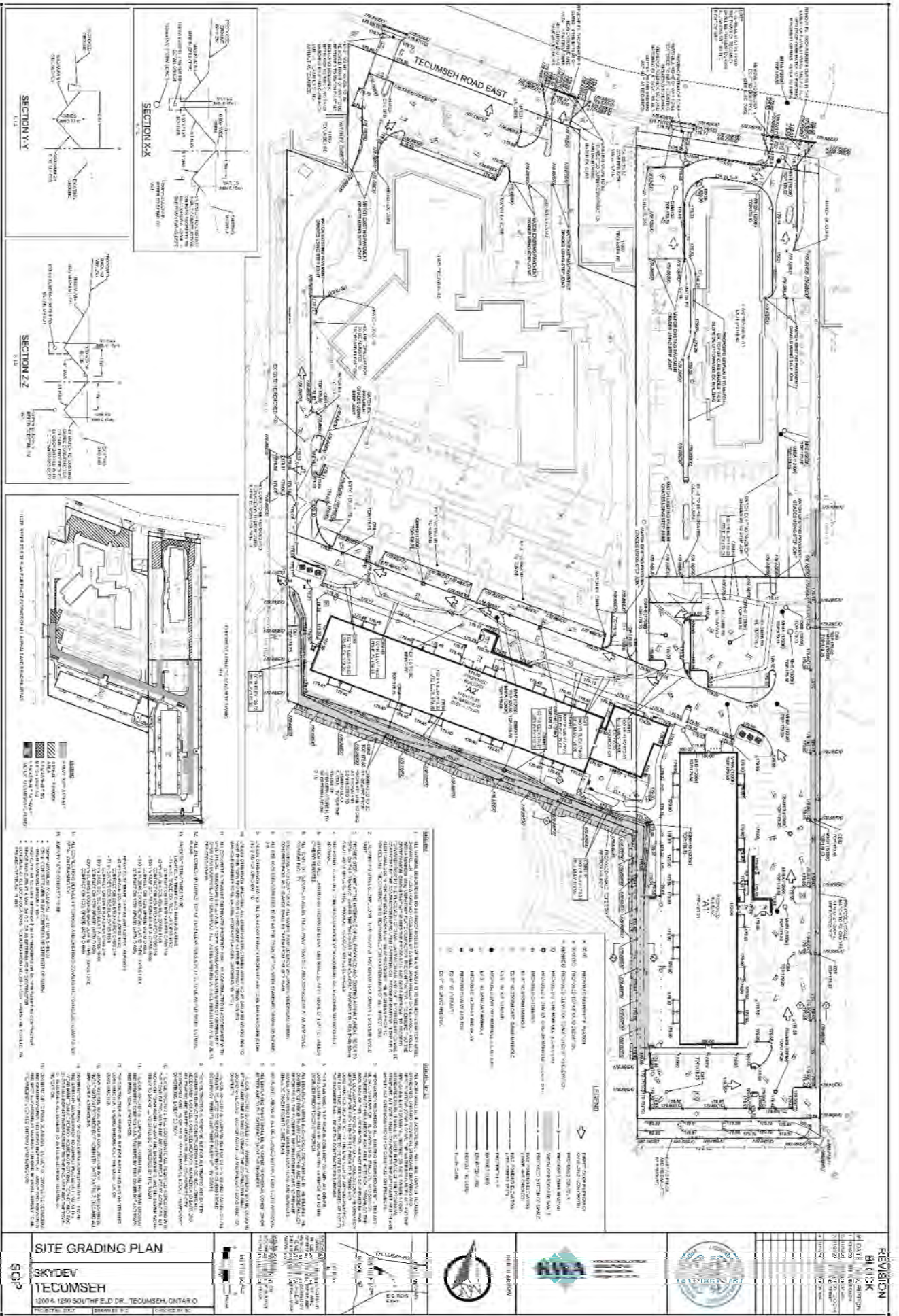
SCHEDULE "D"

LANDSCAPING PLAN



SCHEDULE "E"

SITE GRADING PLAN



Attachment 7

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 1200-1250 Southfield Drive

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings (III) Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS (III) INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared

and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

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

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

The Owner agrees to provide inground waste bins for refuse collection in the locations shown in Schedule “B” or “C” and above ground waste bin shall not be permitted. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedules “B”, “C” and “D” within one year of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 3 Owner” refers to the owner from time to time of Parts 3 on Plan 12R28154 (the “Part 3 Lands”) being SKYLINE REAL ESTATE HOLDINGS (II) INC. at the date of this agreement and “Part 1 Owner” refers to the owner from time to time of Part 1 on Plan 12R28154 (the “Part 1 Lands”) being SKYLINE REAL ESTATE HOLDINGS INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 1 Owner and Part 3 Owner respecting the operation of the Lands, Part 1 Lands and Part 3 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Part 3 Owner and Part 1 Owner notice of which is registered on title as CE198616;
- B) The burden of easements over Part 2 & 4 on Plan 12R28154 in favour of Parts 1 and 3 on Plan 12R28154 as in CE944861
- C) The benefit of easements over Parts 1 and 3 on Plan 12R28154 in CE944861

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 1 Lands and Part 3 Lands respectively.

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of

the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

301-5 Douglas Street, Guelph, Ontario, N1H 2S8
Attention: President

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 "G" 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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS (III) INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

SCHEDULE "A"

THE LANDS

The following two pins need to be consolidated into one parcel.

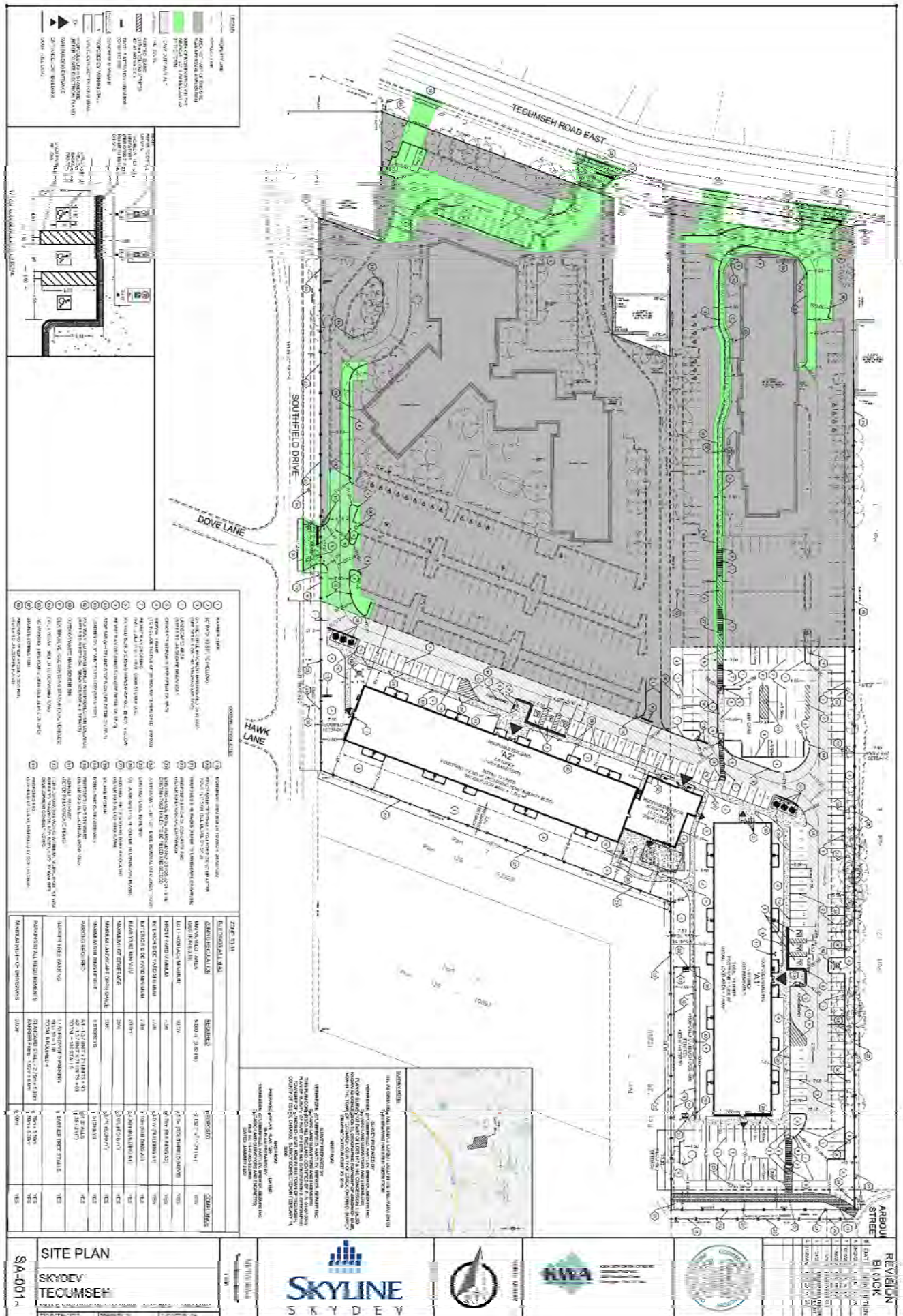
01567-1510 (LT)

PART LOT 148 CONCESSION 2 SANDWICH EAST PART 4 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 4 ON PLAN 12R28154 IN FAVOUR OF PARTS 1 AND 3 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 12R28154 AS IN CE944861; TOWN OF TECUMSEH

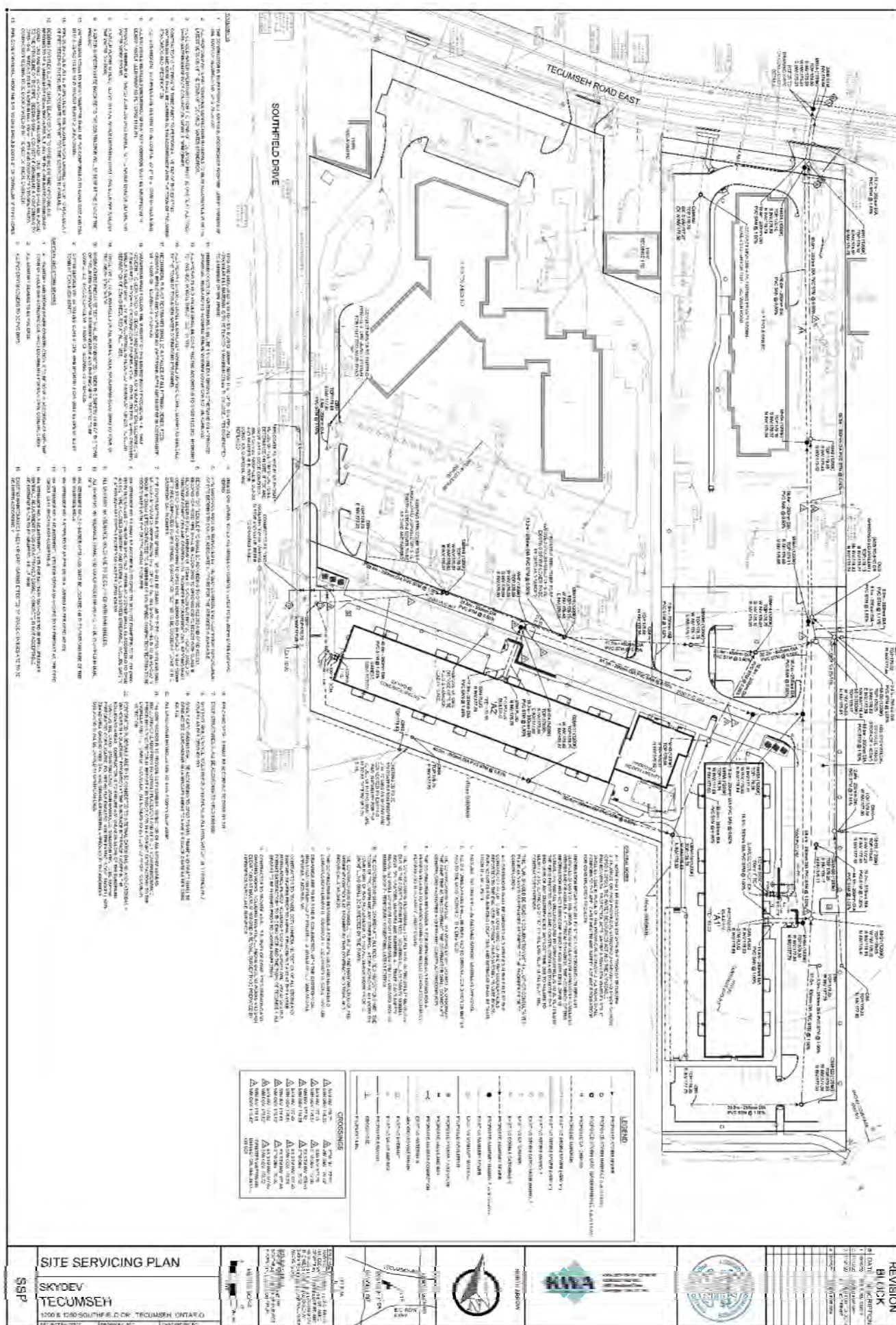
01567-1509 (LT)

PART LOTS 147 AND 148, CONCESSION 2 SANDWICH EAST PART 2 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 2 ON PLAN 12R-28154 IN FAVOUR OF PARTS 1 AND 3 ON PLAN 12R-28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 12R-28154 AS IN CE944861; TOWN OF TECUMSEH

SITE PLAN

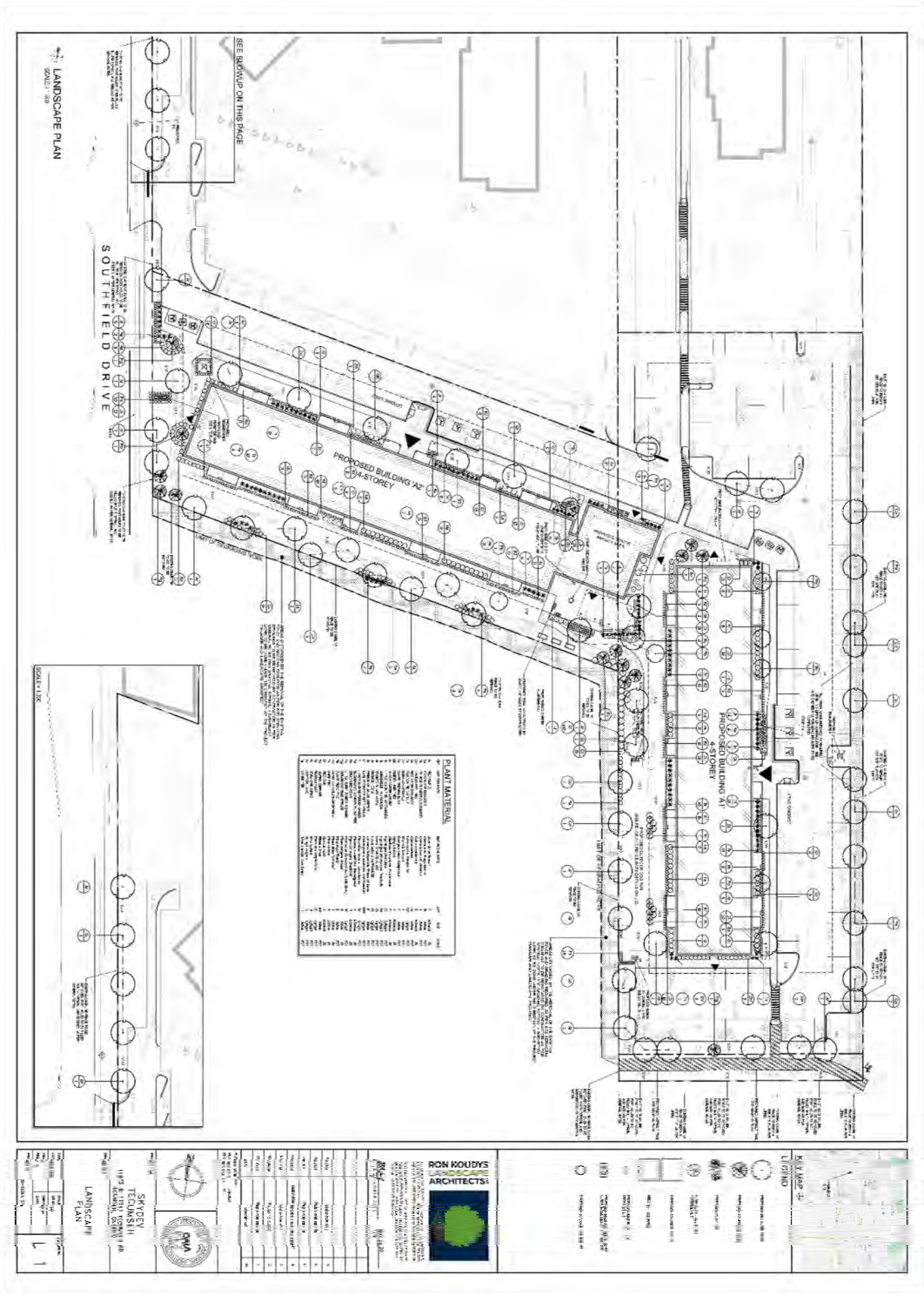


SITE SERVICES PLAN



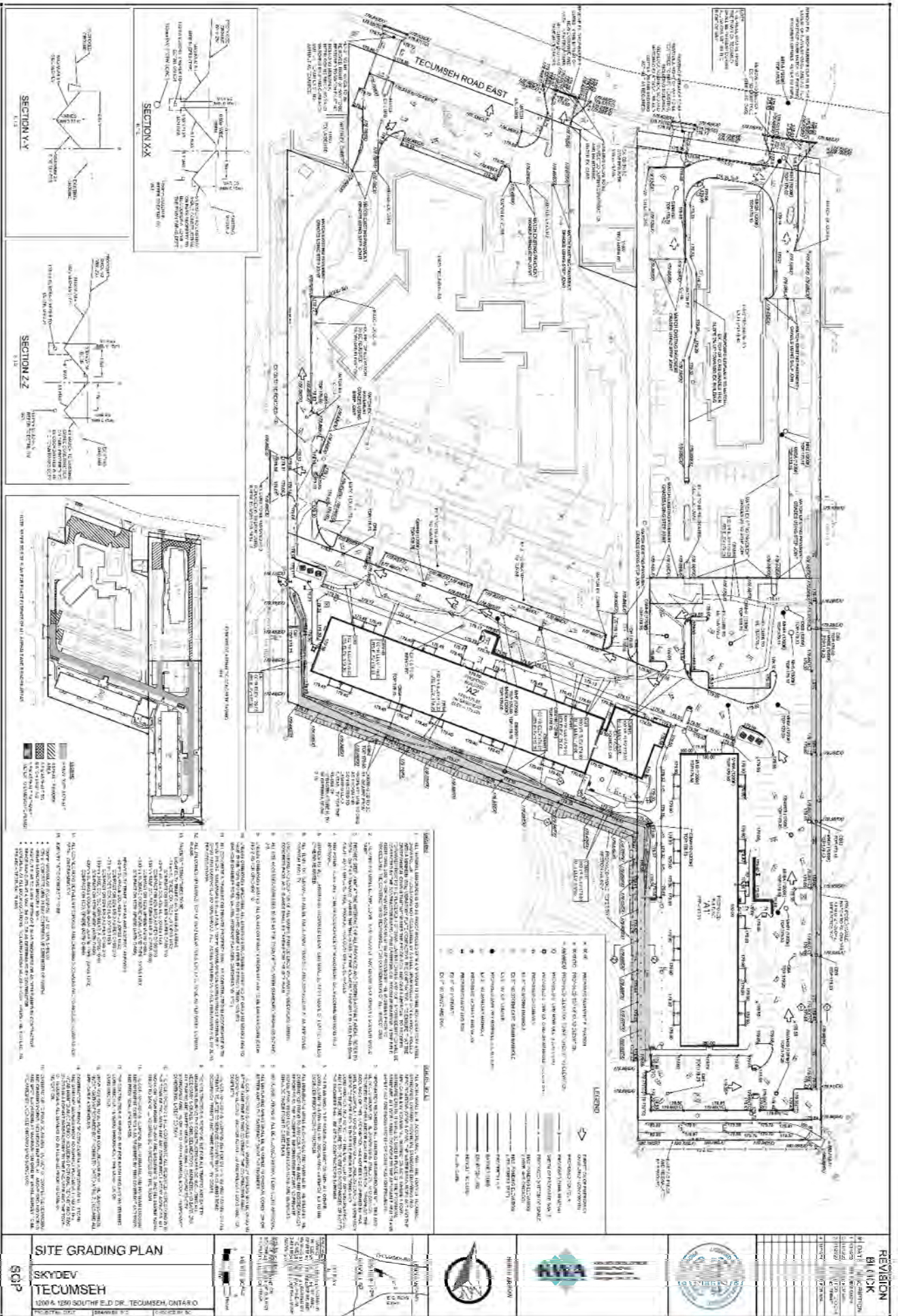
SCHEDULE "D"

LANDSCAPING PLAN

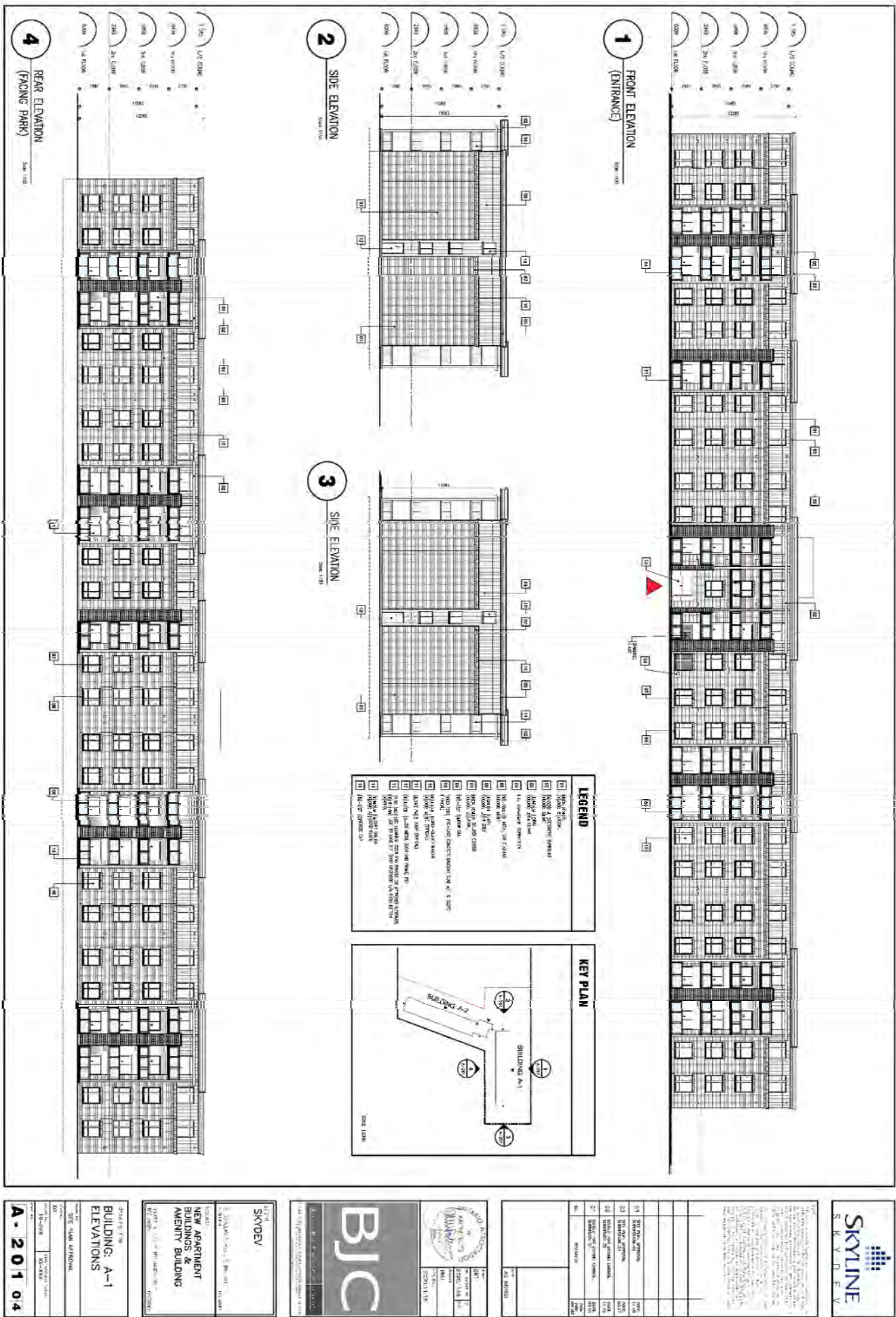


SCHEDULE "E"

SITE GRADING PLAN



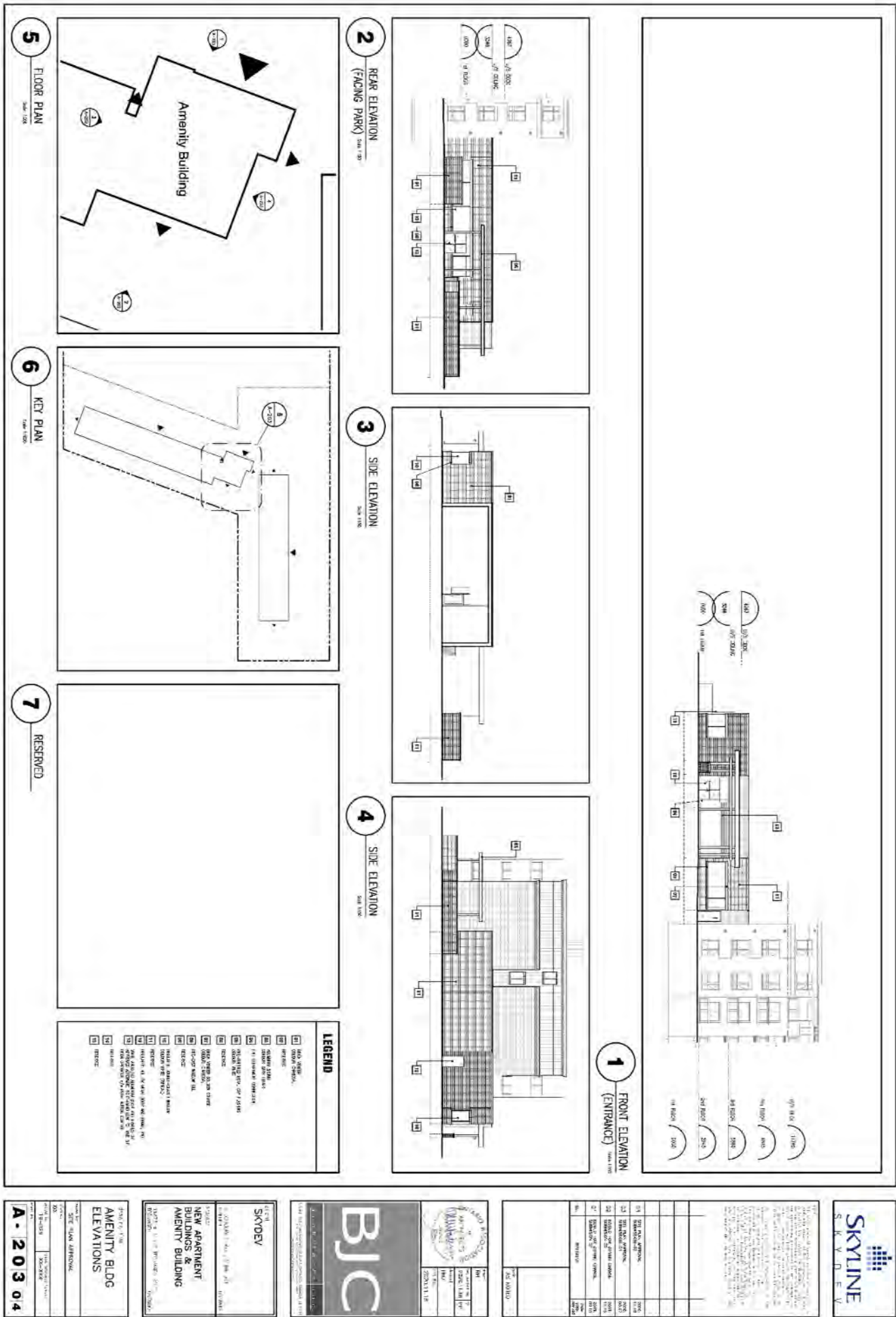
SCHEDULE "F"
ELEVATIONS

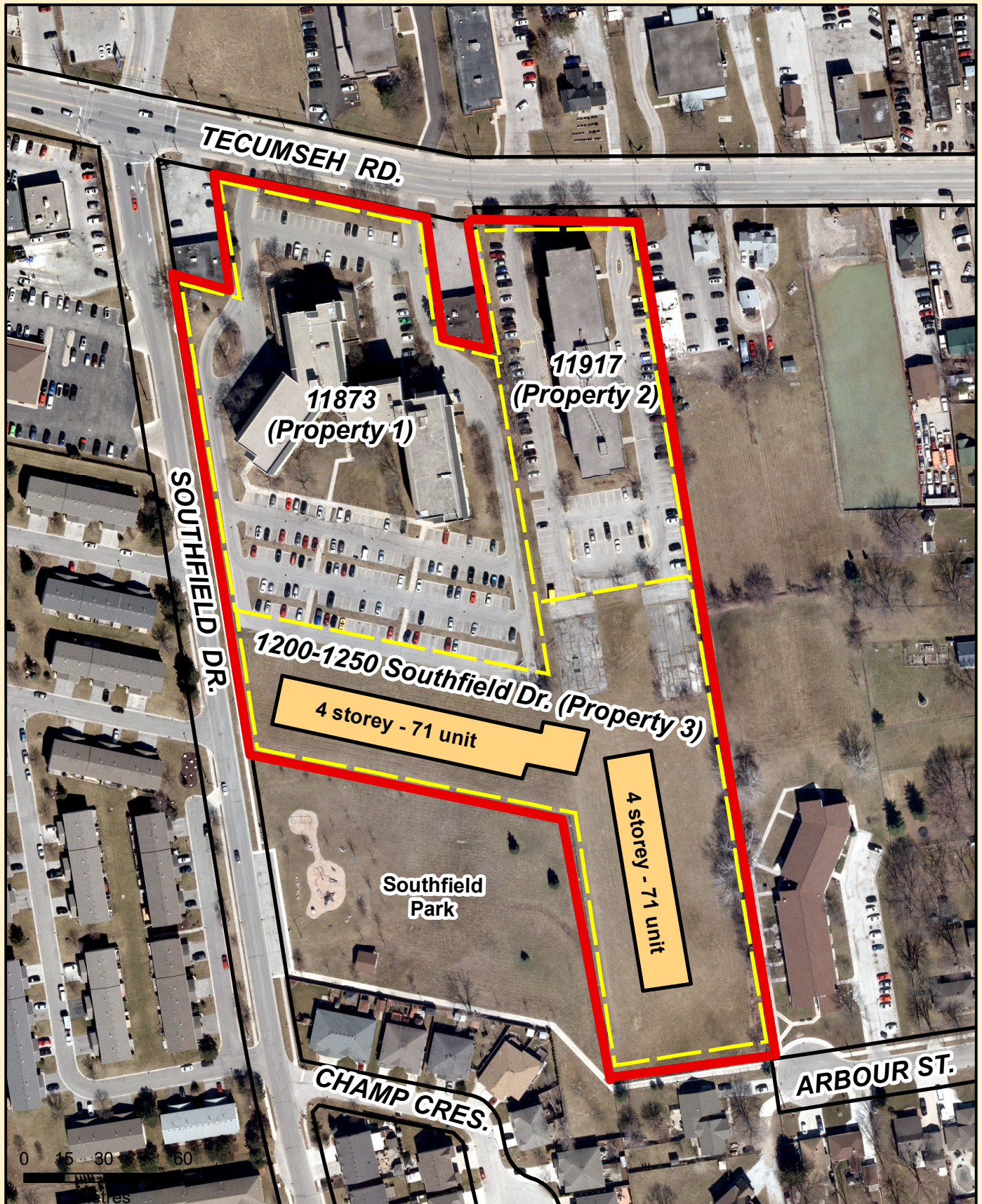


ELEVATIONS



SCHEDULE "F"
ELEVATIONS





Prepared By:
Tecumseh Planning and
Building Services Department

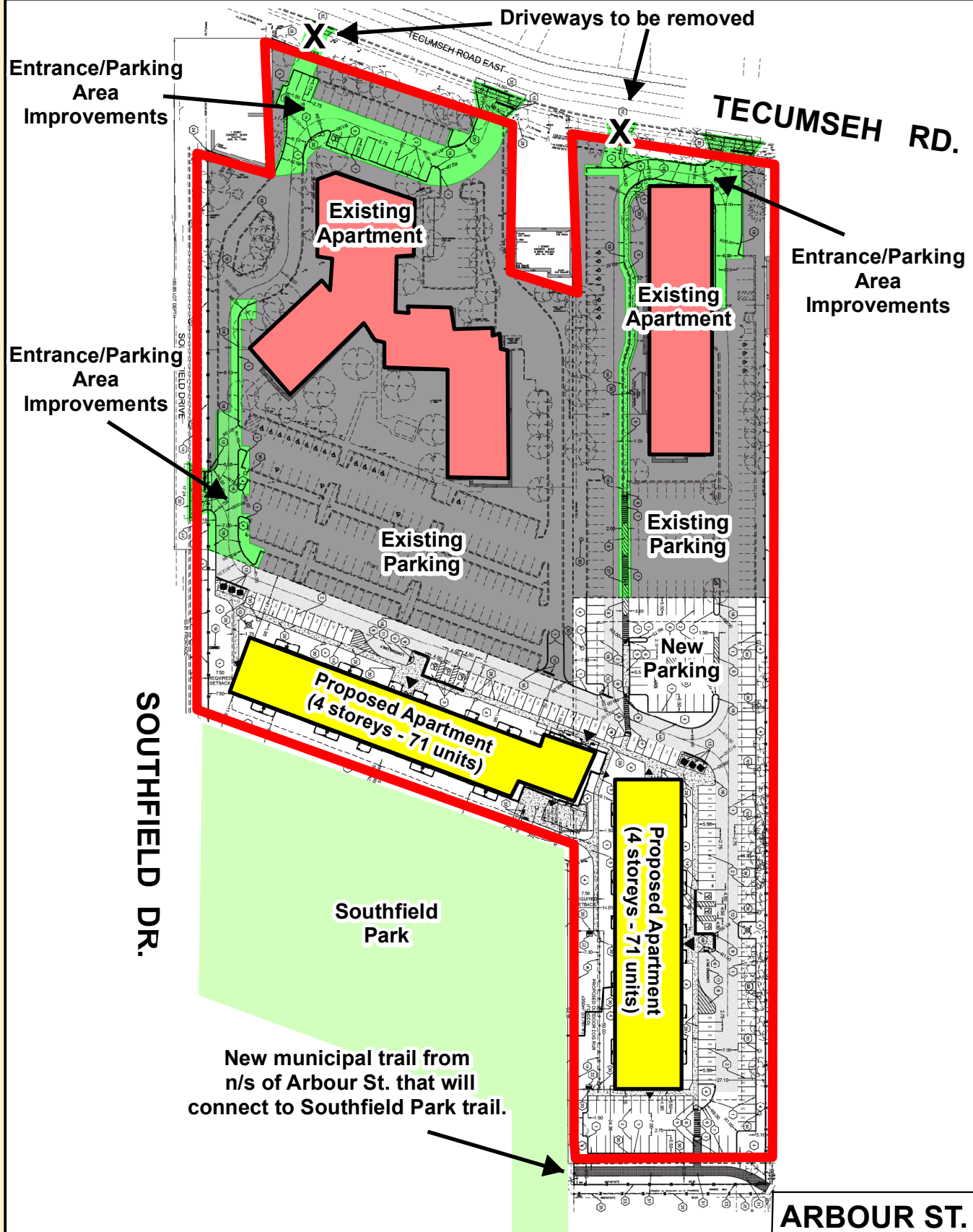
Legend:

- Subject Lands
- Proposed Buildings

Attachment 1

Site Plan Control

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 - 11917 Tecumseh Rd. and 1200-1250 Southfield Dr.
Property Location with Proposed Building Footprint



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:

 Subject Lands

Attachment 2

Site Plan Control

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Rd. and 1200-1250 Southfield Dr.

Proposed Site Plan, Detail View



View of north and east facades, looking southwest towards Southfield Park.

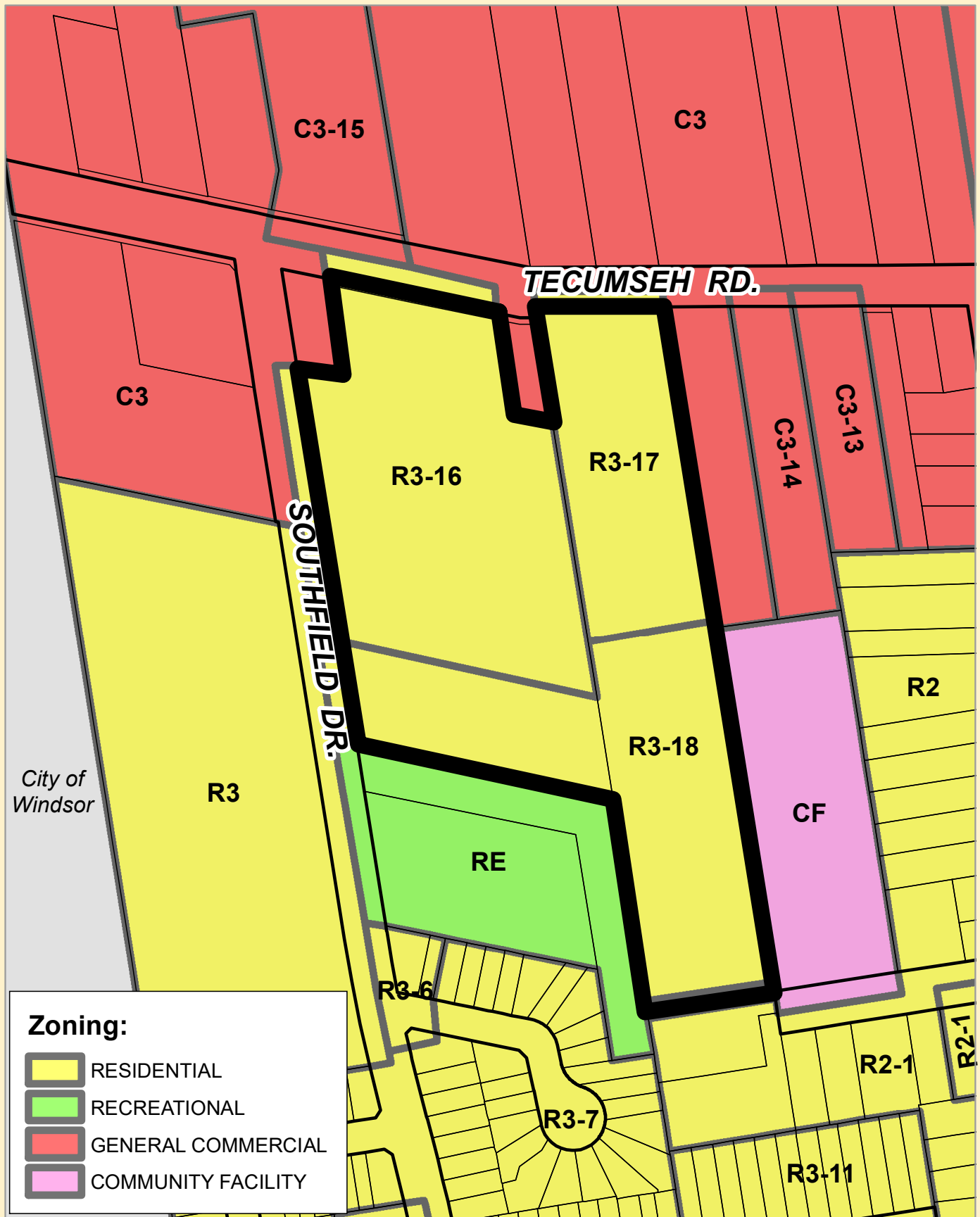


View of south and west facades from Southfield Park, looking northeast towards Tecumseh Rd.



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3
Site Plan Control
Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Rd. and 1200-1250 Southfield Dr.
Architectural Renderings



Zoning:

- RESIDENTIAL
- RECREATIONAL
- GENERAL COMMERCIAL
- COMMUNITY FACILITY



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:

- Subject Lands

Attachment 4

Site Plan Control

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Rd. and 1200-1250 Southfield Dr.

Zoning

Attachment 5

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 11917 Tecumseh Road

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged

that the Site Plan and Site Services Plan required to fulfill this condition have been prepared and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “F”, if applicable. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

which shall directly or indirectly benefit the lands.

2.1.15 Parking, Driveways and Loading Areas

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

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2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

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

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

- a) Security for performance is posted pursuant to Paragraph 6.1;

- b) Construction lien deposit pursuant to Paragraph 6.3;

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 2 & 4 Owner” refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the “Part 2 & 4 Lands”) being SKYLINE REAL ESTATE HOLDINGS (III) INC. at the date of this agreement and “Part 1 Owner” refers to the owner from time to time of Part 1 on Plan 12R28154 (the “Part 1 Lands”) being SKYLINE REAL ESTATE HOLDINGS (II) INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 2 & 4 Owner and Part 1 Owner respecting the operation of the Lands, Part 2 & 4 Lands and Part 1 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Parts 2 & 4 Owner and Part 3 Owner notice of which is registered on title as CE198616;
- B) The burden of an easement over Part 3 on Plan 12R28154 in favour of Parts 2 and 4 on Plan 12R28154 as in CE944861
- C) The burden of an easement over Part 3 on Plan 12R28154 in favour of Part 3 on Plan 12R28154 as in CE944862
- D) The benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861
- E) The benefit of an easement over Part 1 on Plan 12R28154 in CE944862

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner’s Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 1 Lands and Part 2 and 4

Lands respectively.

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

In the event of any default by the Owner in the performance of any of the terms and conditions of this Agreement, the Municipality at its discretion shall, in addition to other remedies available to the Municipality, be entitled to refuse building permits with respect to the development and/or shall be entitled to refuse building and/or occupancy permits with respect to any buildings, and/or shall be entitled to issue stop work orders with respect to any matters in respect of which a building permit has been issued and/or may refuse to grant to the Owner any permissions, permits, certificates, approvals or authorities of any kind or nature which

the Owner would have been entitled to receive had the Owner otherwise complied with the Municipality's requirements in this agreement, and/or shall be entitled to refuse to issue releases, all of which may be done until such time as the default has been cured in a manner satisfactory to the Municipality.

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

Subject to the express provisions of this Agreement, all communications provided for or permitted hereunder shall be in writing, personally delivered to an officer of the addressee or

sent by registered and receipted mail, charges prepaid, or by facsimile transmission or other means of recorded telecommunication, charges prepaid, to the applicable address set forth below or to such other address as either party hereto may from time to time designate to the other in such manner.

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

Communications sent to the Owner shall be addressed to:
301-5 Douglas Street, Guelph, Ontario, N1H 2S8
Attention: President

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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

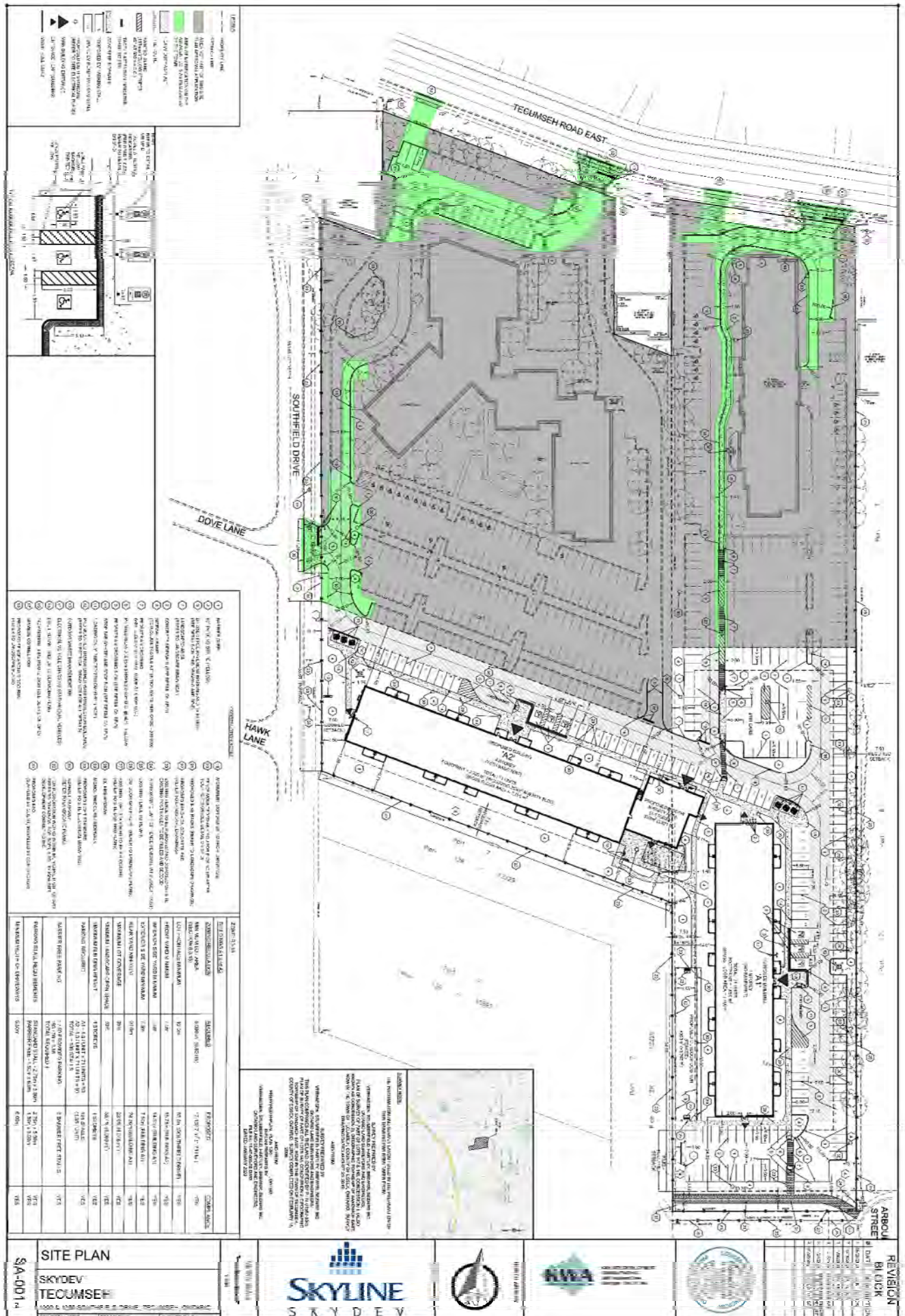
SCHEDULE "A"

THE LANDS

01567-1511

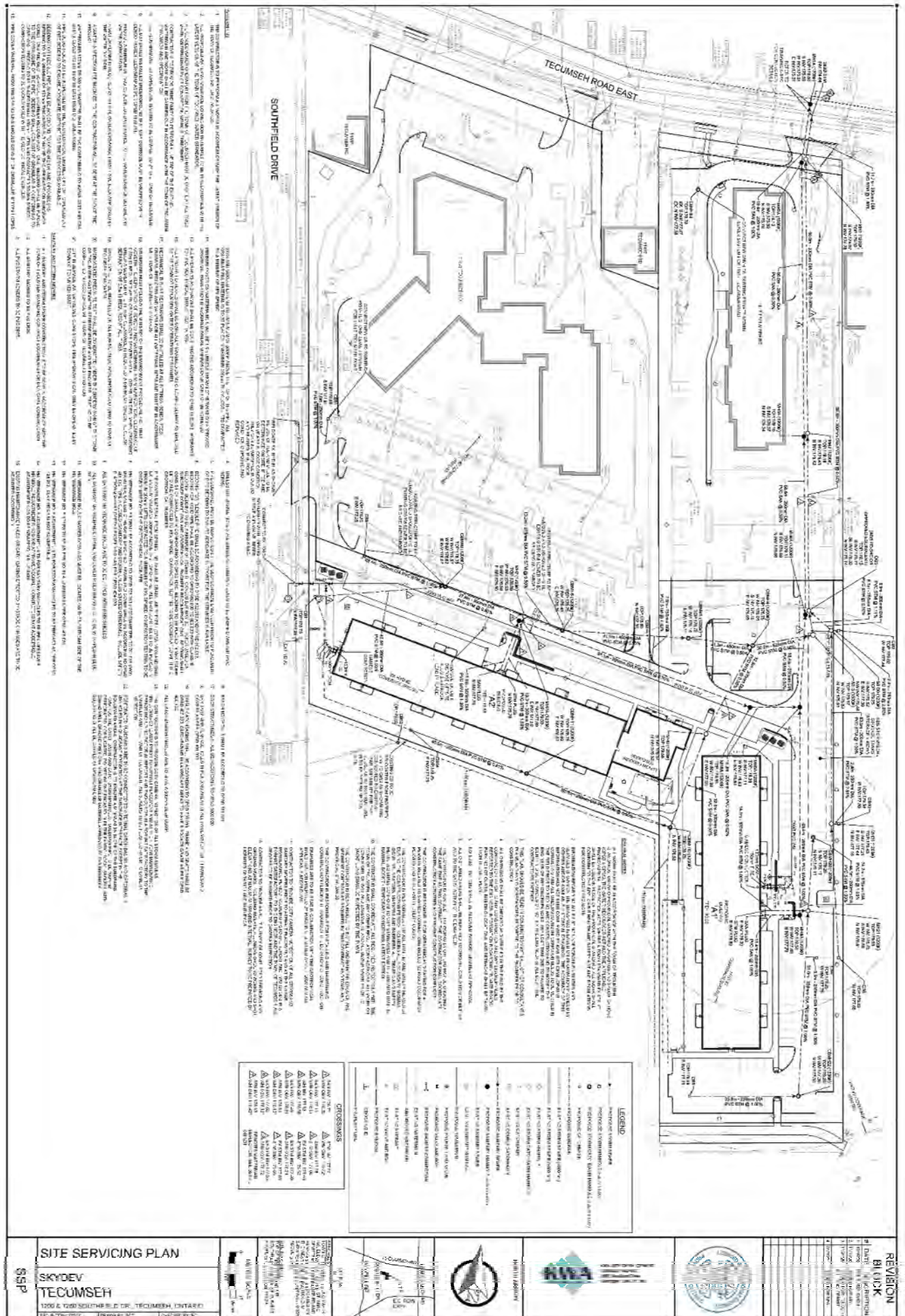
PART LOT 148 CONCESSION 2 SANDWICH EAST PART 3 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 12R28154 IN FAVOUR OF PARTS 2 AND 4 ON 12R28154 AS IN CE944861; SUBJECT TO AN EASEMENT OVER PART 3 ON PLAN 12R28154 IN FAVOUR OF PART 1 12R28154 AS IN CE944862; TOGETHER WITH AN EASEMENT OVER PARTS 2 AND 4 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PART 1 ON PLAN 12R28154 AS IN CE944862; TOWN OF TECUMSEH

SITE PLAN

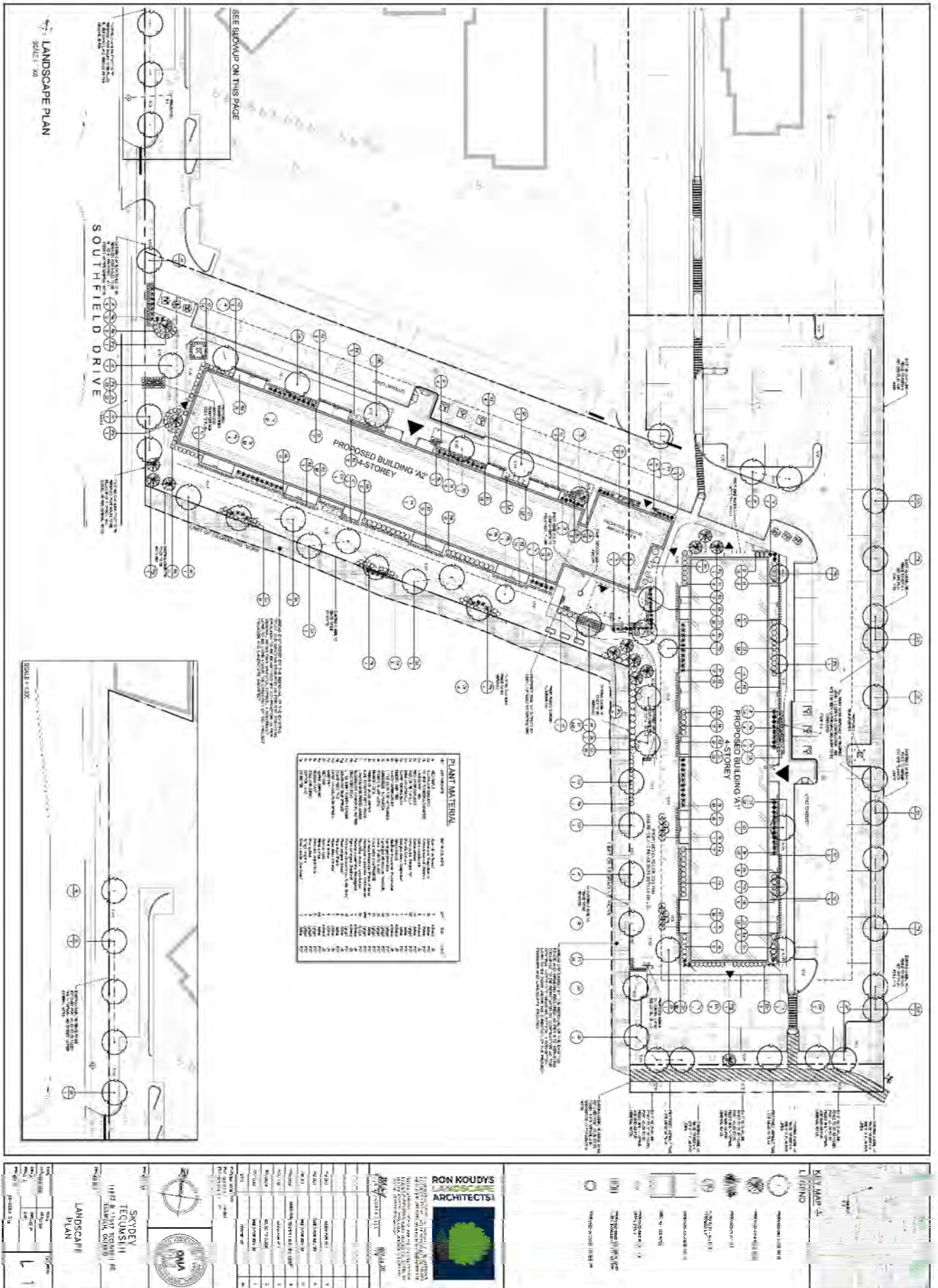


SCHEDULE "C"

SITE SERVICES PLAN

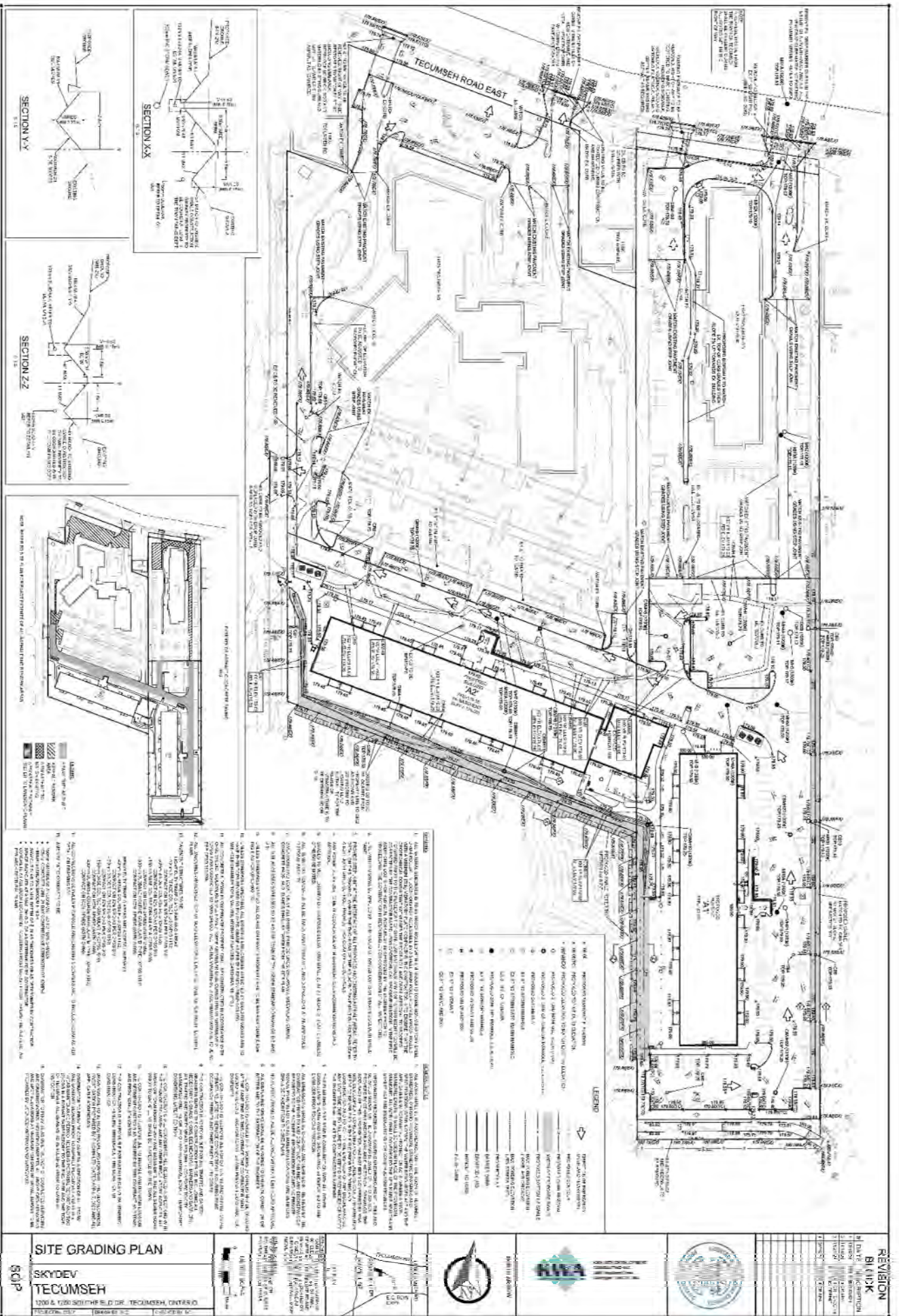


LANDSCAPING PLAN



SCHEDULE "E"

SITE GRADING PLAN



Attachment 6

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 11873 Tecumseh Road

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings (II) Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS (II) INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared

and approved, and are attached hereto as Schedule “B” and “C”, respectively;

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

2.1.4.3 Lot Grading Plan

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

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

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

The owner shall construct the building in accordance with the elevation plans annexed hereto and marked Schedule “F”, if applicable. The owner further agrees to maintain the building for so long as it exists in accordance with said plans.

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

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

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

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

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 2 & 4 Owner” refers to the owner from time to time of Parts 2 and 4 on Plan 12R28154 (the “Part 2 & 4 Lands”) being SKYLINE REAL ESTATE HOLDINGS (III) INC. at the date of this agreement and “Part 3 Owner” refers to the owner from time to time of Part 3 on Plan 12R28154 (the “Part 3 Lands”) being SKYLINE REAL ESTATE HOLDINGS INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 2 & 4 Owner and Part 3 Owner respecting the operation of the Lands, Part 2 & 4 Lands and Part 3 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Parts 2 & 4 Owner and Part 3 Owner notice of which is registered on title as CE198616;
- B) The burden of an easement over Part 1 on Plan 12R28154 in favour of Parts 2 and 4 on Plan 12R28154 as in CE944861
- C) The burden of an easement over Part 1 on Plan 12R28154 in favour of Part 1 on Plan 12R28154 as in CE944862
- D) The benefit of an easement over Parts 2 and 4 on Plan 12R28154 in CE944861
- E) The benefit of an easement over Part 3 on Plan 12R28154 in CE944862

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner’s Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality’s Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 2 & 4 Lands and Part 3 Lands respectively.

Said security shall be either by way of

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

Guarantee or Bond)

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

301-5 Douglas Street, Guelph, Ontario, N1H 2S8

Attention: President

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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS (II) INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

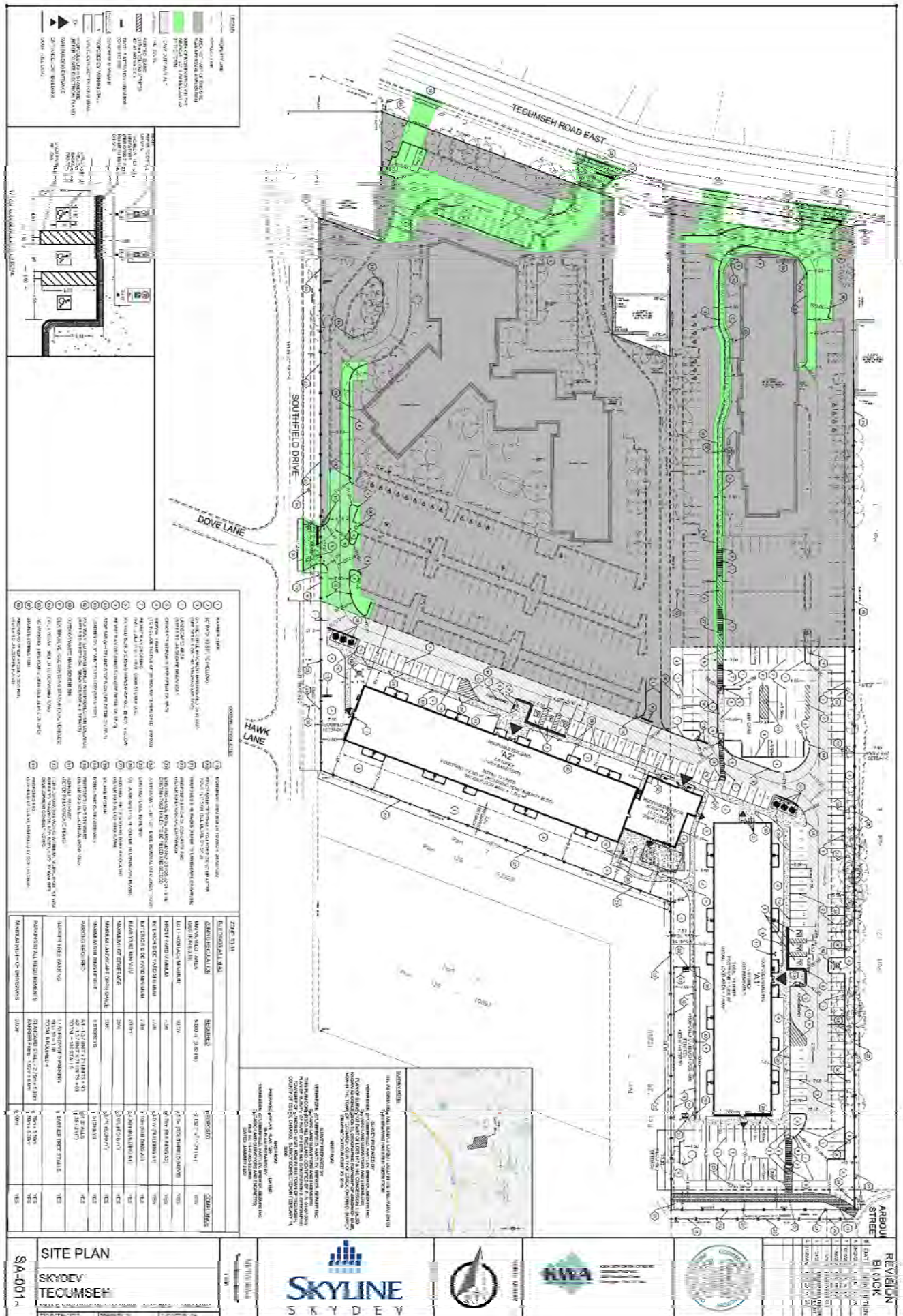
SCHEDULE "A"

THE LANDS

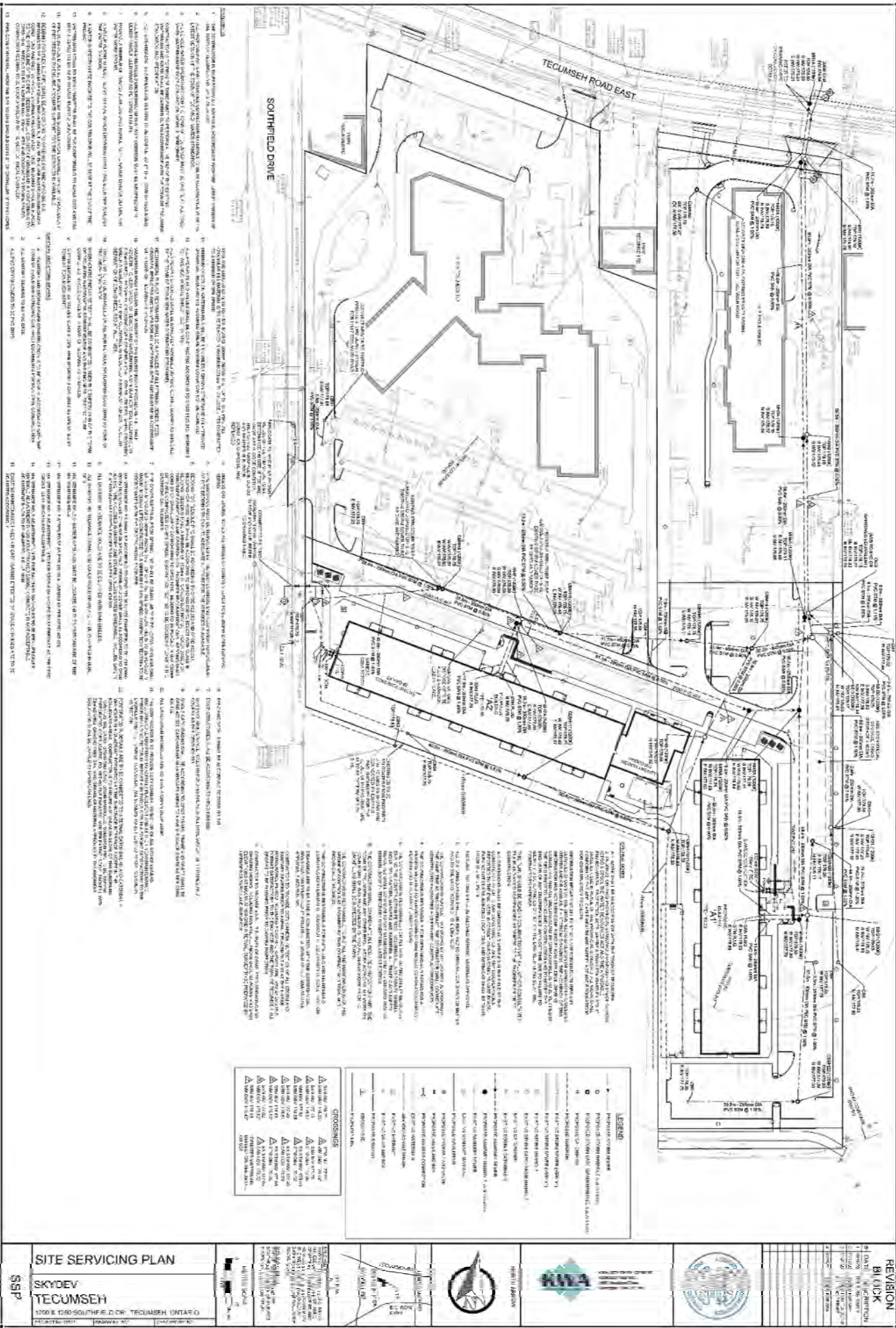
01567-1508 (LT)

PART LOTS 147 AND 148, CONCESSION 2 SANDWICH EAST PART 1 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 12R-28154 IN FAVOUR OF PARTS 2 AND 4 ON PLAN 12R-28154 AS IN CE944861; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 12R-28154 IN FAVOUR OF PART 3 ON PLAN 12R-28154 AS IN CE944862; TOGETHER WITH AN EASEMENT OVER PARTS 2 AND 4 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PART 3 ON PLAN 12R-28154 AS IN CE944862; TOWN OF TECUMSEH

SITE PLAN

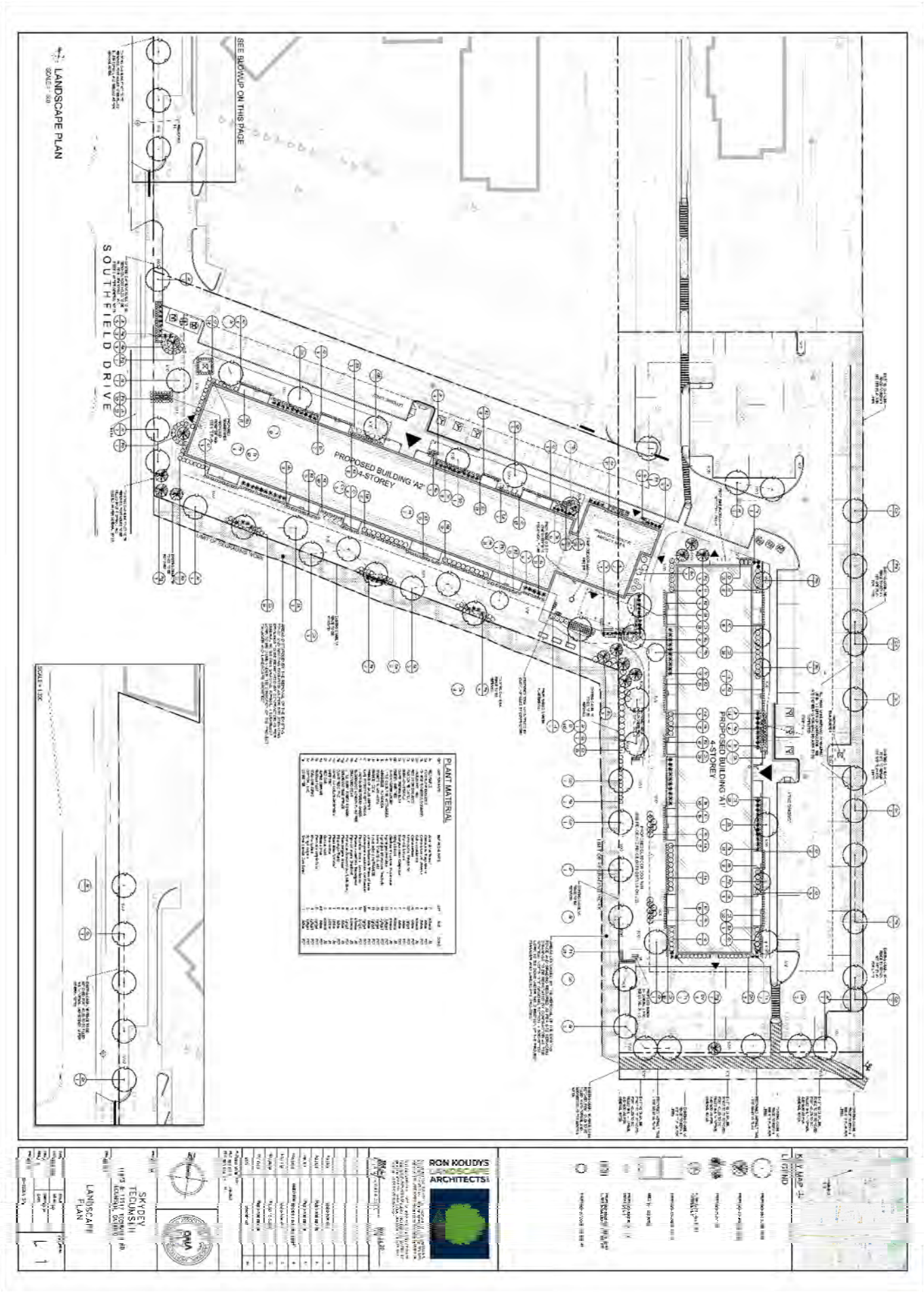


SITE SERVICES PLAN

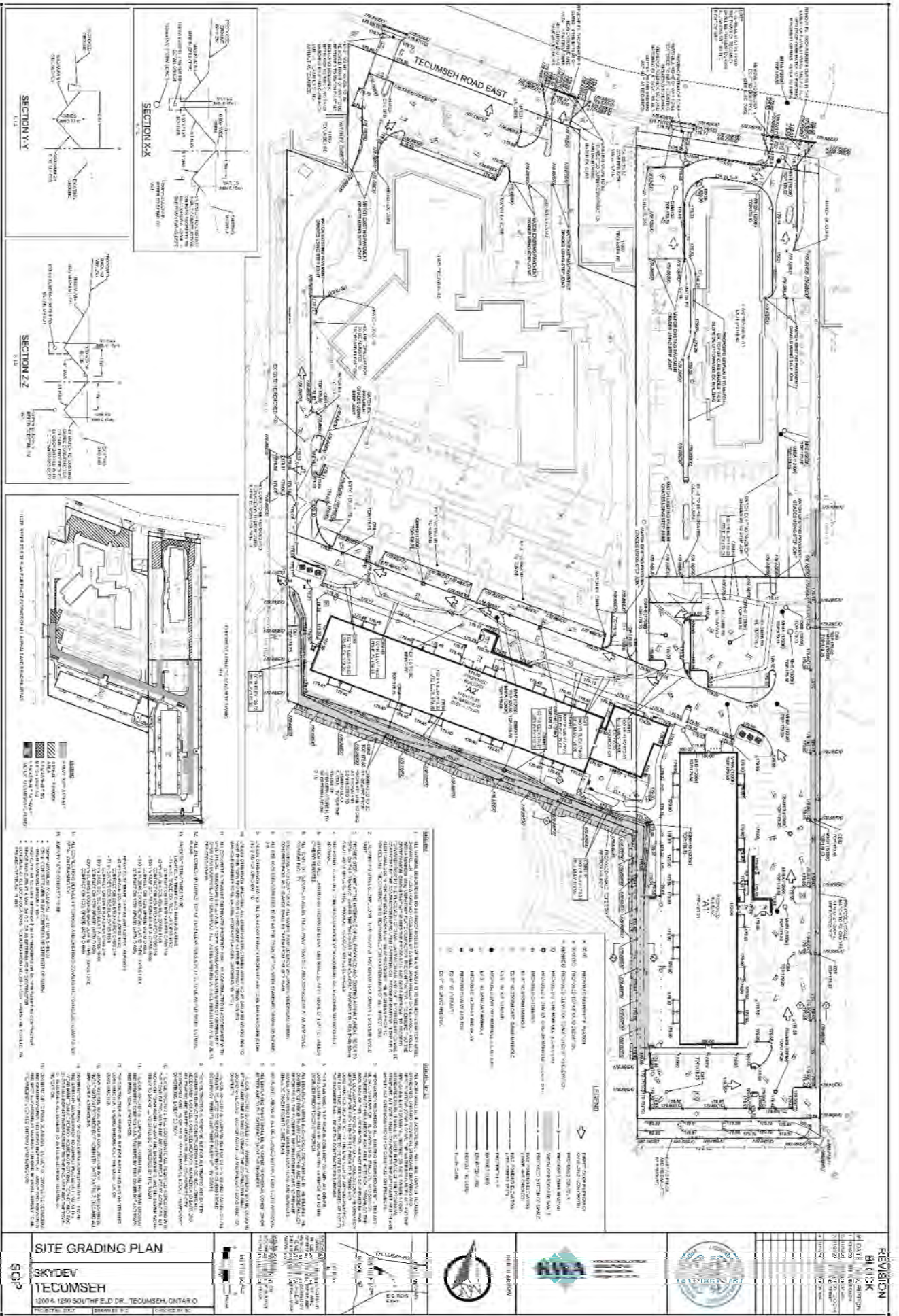


SCHEDULE "D"

LANDSCAPING PLAN



SCHEDULE "E"
SITE GRADING PLAN



Attachment 7

Skyline Real Estate Holdings Inc. (Skyline Apartments)
11873 -11917 Tecumseh Road and 1200-1250 Southfield Drive
Site Plan Agreement for 1200-1250 Southfield Drive

SITE PLAN CONTROL AGREEMENT

Between:

The Corporation of the Town of Tecumseh

-and-

Skyline Real Estate Holdings (III) Inc.

PREPARED BY:

WOLF HOOKER PROFESSIONAL CORPORATION
Barristers & Solicitors
72 Talbot Street North, Suite 100
Essex, Ontario
N8M 1A2

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SITE PLAN CONTROL AGREEMENT

THIS AGREEMENT made in triplicate this _____ day of _____, 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-

SKYLINE REAL ESTATE HOLDINGS (III) INC.
hereinafter called the "**Owner**"

OF THE SECOND PART

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

RECITALS

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

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

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

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

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

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

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

ARTICLE I

MUNICIPALITY CONSULTANTS

1.1 MUNICIPALITY TO RETAIN

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

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

ARTICLE 2

THE OWNER AGREES

2.1 OWNER AGREES

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

2.1.1 Owner to Provide

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

2.1.2 Construction and Maintenance

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

2.1.3 The Development

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

2.1.4 Plans

2.1.4.1 Criteria

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

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

2.1.4.2 Preparation of Plans

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

- a) prepare the Site Plan delineating the Owner’s plans for the development of the Lands, which site plan shall be subject to the approval of the Municipality. It is hereby acknowledged that the Site Plan and Site Services Plan required to fulfill this condition have been prepared

and approved, and are attached hereto as Schedule “B” and “C”, respectively;

b) prepare and submit to the Municipality all plans for off-site and on-site Services not detailed or fully described in the Site Plan, which plans shall also be subject to approval of the Municipality; and

c) provide to the Municipality all requisite copies of the Site Plan and the said plans for Services as may be required by the Municipality.

2.1.4.3 Lot Grading Plan

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

(a) Prior to the pouring of footings (top of forms elevation); and

(b) Following completion of construction;

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

2.1.4.4 Drainage Plan

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

2.1.4.5 Landscaping Plan

The Owner shall landscape the subject lands all in accordance with the Landscaping 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.

2.1.4.7 Elevation Plans

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

2.1.5 Engineer

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

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

2.1.6 Services

2.1.6.1 Stormwater Management

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

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.

The Owner shall retain an expert in noise and vibration to undertake a study (herein the Railway Noise and Vibration Study) regarding the impacts of noise, vibration and related matters of proper planning (considering such factors as location or proposed amenities, design, and mitigation measures) arising by reason of the proximity of the subject lands, proposed building and improvements to the adjacent railway. The expert shall be pre-approved by the Town and obtain agreement from the Town on the scope of the study in advance of commencing the study. Following completion and acceptance of the study, the Owner shall undertake compliance with the study and construction of the works required thereby in the locations depicted in the Site Plan and/or the study and otherwise in accordance with the Engineering Data.

2.1.14 Local Improvements / Drainage Act

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

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

2.1.15 Parking, Driveways and Loading Areas

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

2.1.16 Snow Removal

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

2.1.17 External Lighting

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

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

2.1.18 Signs

The Owner shall not erect any signs on the subject lands other than signs which are allowed by this Agreement, as shown on Schedule “B” and/or Schedule “C”.

2.1.19 Refuse Collection

The Owner agrees to provide inground waste bins for refuse collection in the locations shown in Schedule “B” or “C” and above ground waste bin shall not be permitted. The Owner, and not the Municipality, shall be responsible for the removal of any garbage, refuse or other wastes from the waste storage facility.

ARTICLE 3

TIMING

3.1 CONDITIONS

3.1.1 Conditions Precedent

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

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

3.1.2 Conditions Subsequent

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

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

3.2 BUFFER AREA

The Owner agrees to landscape all of the buffer and/or planting areas shown on the Site Plan and/or the Site Services Plan annexed hereto and marked Schedules “B”, “C” and “D” within one year of commencement of construction as determined by the Chief Building Official.

3.3 COMPLETION

The Owners agree to fulfil all of the covenants set out herein to the satisfaction of the Municipality within two years of the date of execution of this Agreement.

3.4 COORDINATION OF WORKS WITHIN MUNICIPAL LANDS

Where the Site Plan or other any other Schedule to this Agreement calls for or contemplates facilities and/or works (for example catch basins, roadway improvements, lighting, traffic control devices, municipal infrastructure, or landscaping) to be inspected, completed, performed, installed and/or relocated within lands (for example, a municipal road allowance, park or pumping station) or an interest in land (for example an easement) held, owned or controlled by the Town, the Owner shall contact the Town in advance of commencing such matter so as to coordinate the timing of the completion of such matter with the Town and allow Town personnel, to the extent required by the Town, to be present for monitoring the completion of such matter.

ARTICLE 4

PAYMENTS

4.1 COSTS

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

4.2 DEVELOPMENT CHARGES

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

ARTICLE 5

CONVEYANCES

5.1 EASEMENTS

The Owner shall convey or dedicate to the Municipality upon demand and without cost and

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

5.2 ROAD WIDENING

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

5.3 JOINT USE AND RECIPROCAL ACCESS

For the purpose of this paragraph “Part 3 Owner” refers to the owner from time to time of Parts 3 on Plan 12R28154 (the “Part 3 Lands”) being SKYLINE REAL ESTATE HOLDINGS (II) INC. at the date of this agreement and “Part 1 Owner” refers to the owner from time to time of Part 1 on Plan 12R28154 (the “Part 1 Lands”) being SKYLINE REAL ESTATE HOLDINGS INC. at the date of this agreement.

The Owner has developed the Lands in a manner that contemplates an arrangement with the Part 1 Owner and Part 3 Owner respecting the operation of the Lands, Part 1 Lands and Part 3 Lands as an integrated development. The Municipality has approved the Site Plan and the parcel boundaries of these lands in reliance upon the existence of certain documents implementing shared use, maintenance, and access. Accordingly, the Owner agrees that it shall maintain in good standing, preserve the benefits of and otherwise comply with the obligations created pursuant to the following:

- A) A Joint Use and Maintenance Agreement between the Owner, Part 3 Owner and Part 1 Owner notice of which is registered on title as CE198616;
- B) The burden of easements over Part 2 & 4 on Plan 12R28154 in favour of Parts 1 and 3 on Plan 12R28154 as in CE944861
- C) The benefit of easements over Parts 1 and 3 on Plan 12R28154 in CE944861

ARTICLE 6

SECURITY

6.1 PERFORMANCE

The Owner agrees, so as to assure the performance by the Owner of each of the terms and conditions of this Agreement during the development of the Lands, that the Owners shall, upon execution of this Agreement, forthwith deposit with the Municipality security in an amount which is equal to \$ 20,000.00 plus an amount equal to the value of the road work, if any, to be completed within any municipal road allowance (as calculated by the Owner's Engineer and approved by the Municipality). For greater certainty, the amount of said security shall be subject to approval by the Municipality's Clerk and Solicitor. The amount deposited may also be applied in satisfaction of the obligation to post security under site plan agreements made between the Municipality and each of the owners of the Part 1 Lands and Part 3 Lands respectively.

Said security shall be either by way of

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

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

6.2 RELEASE OF SECURITY

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

6.3 CONSTRUCTION LIENS

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

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

6.4 INDEMNITY AND INSURANCE

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

ARTICLE 7

DEFAULT

7.1 STOP WORK

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

7.2 MUNICIPALITY MAY COMPLETE

The owner acknowledges that this agreement is entered into pursuant to section 41(11) of

the Planning Act, R.S.O. 1990 c.P.13 and amendments thereto, and that a bylaw has been passed by the Municipality approving the entering into of this Agreement by the Municipality and incorporating the terms of this Agreement into that bylaw, and further that section 446 of The Municipal Act, S.O. 2001, c.25 and amendments thereto, applies to all requirements of this Agreement. If the Owner neglects to undertake any matter or thing required to be done by this Agreement and such default continues after SEVEN (7) days of the Owner being given written notice by the Municipality of such default, in addition to other remedies available to the Municipality, the Municipality may direct that such matter or thing shall be done at the expense of the Owner, and the Municipality may recover the costs incurred in doing it, by action or by adding such costs to the tax role and collecting them in the same manner as taxes; the Owner hereby authorises the Municipality (including, without limiting the generality of the foregoing, its employees, agents and servants) to enter upon the Lands to do any such matter or thing.

ARTICLE 8

REGISTRATION AND CONSENTS

8.1 REGISTRATION AND ENFORCEMENT

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

8.2 CONSENT

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

8.3 MORTGAGEES

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

ARTICLE 9

MISCELLANEOUS

9.1 COMMUNICATION

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

Communications sent to the Municipality shall be addressed to:

917 Lesperance Road, Tecumseh, Ontario N8N 1W9

Communications sent to the Owner shall be addressed to:

301-5 Douglas Street, Guelph, Ontario, N1H 2S8
Attention: President

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 "G" 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
	}	
	}	SKYLINE REAL ESTATE
	}	HOLDINGS (III) INC.
	}	
	}	_____
	}	Per: Roy Jason Ashdown,
	}	authorized signing officer

SCHEDULE "A"

THE LANDS

The following two pins need to be consolidated into one parcel.

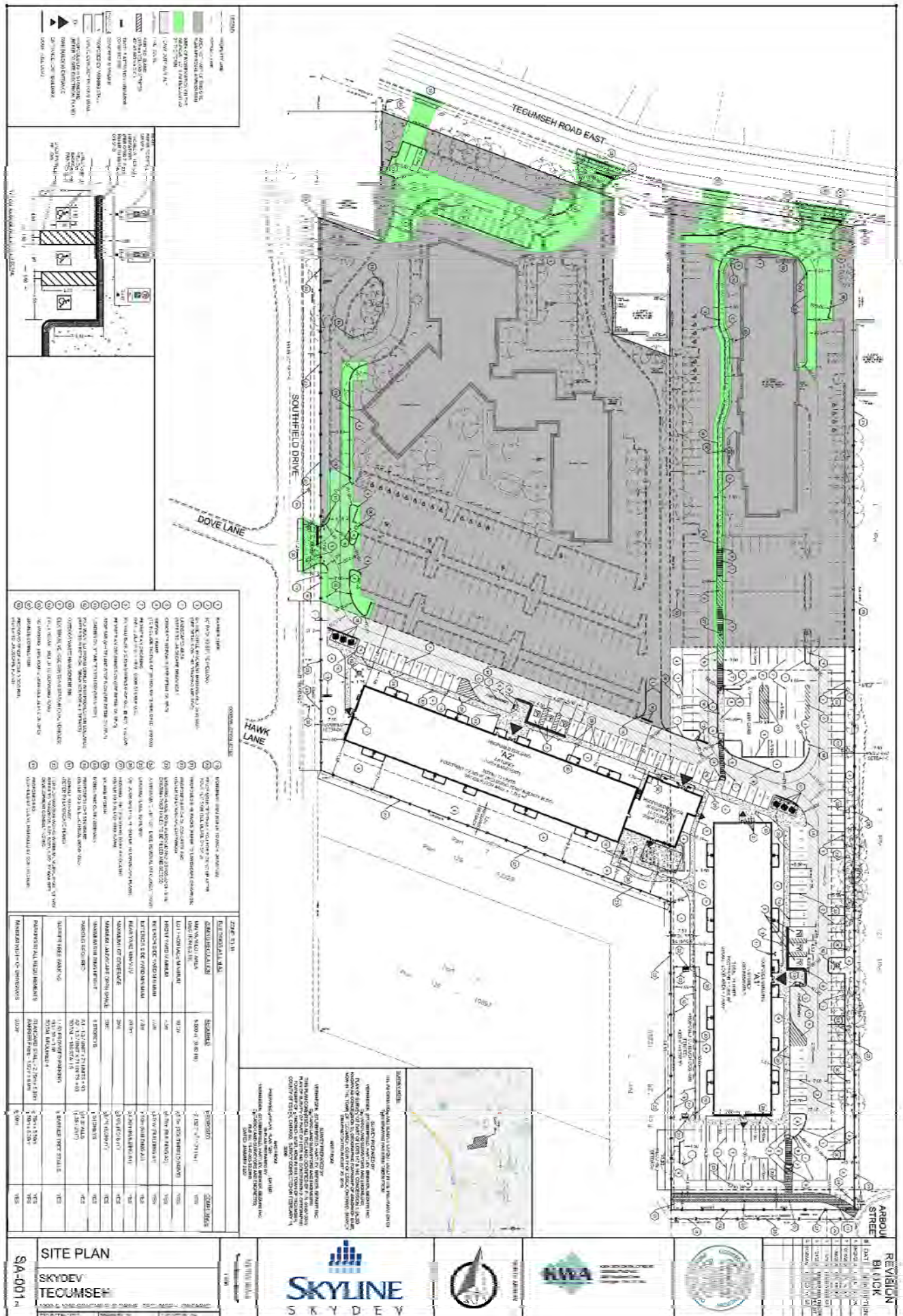
01567-1510 (LT)

PART LOT 148 CONCESSION 2 SANDWICH EAST PART 4 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 4 ON PLAN 12R28154 IN FAVOUR OF PARTS 1 AND 3 ON PLAN 12R28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 12R28154 AS IN CE944861; TOWN OF TECUMSEH

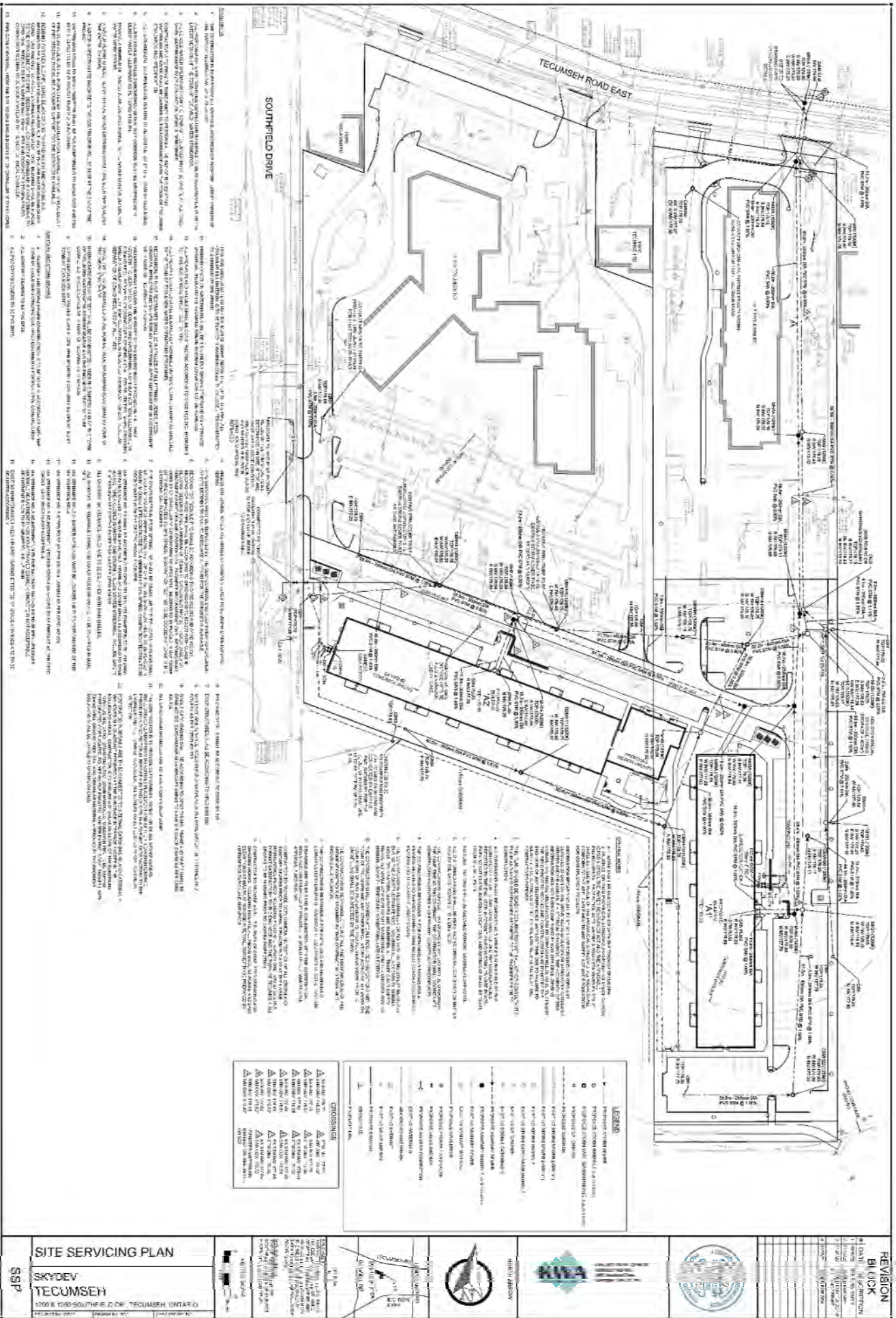
01567-1509 (LT)

PART LOTS 147 AND 148, CONCESSION 2 SANDWICH EAST PART 2 ON PLAN 12R-28154; SUBJECT TO AN EASEMENT OVER PART 2 ON PLAN 12R-28154 IN FAVOUR OF PARTS 1 AND 3 ON PLAN 12R-28154 AS IN CE944861; TOGETHER WITH AN EASEMENT OVER PARTS 1 AND 3 ON PLAN 12R-28154 AS IN CE944861; TOWN OF TECUMSEH

SITE PLAN

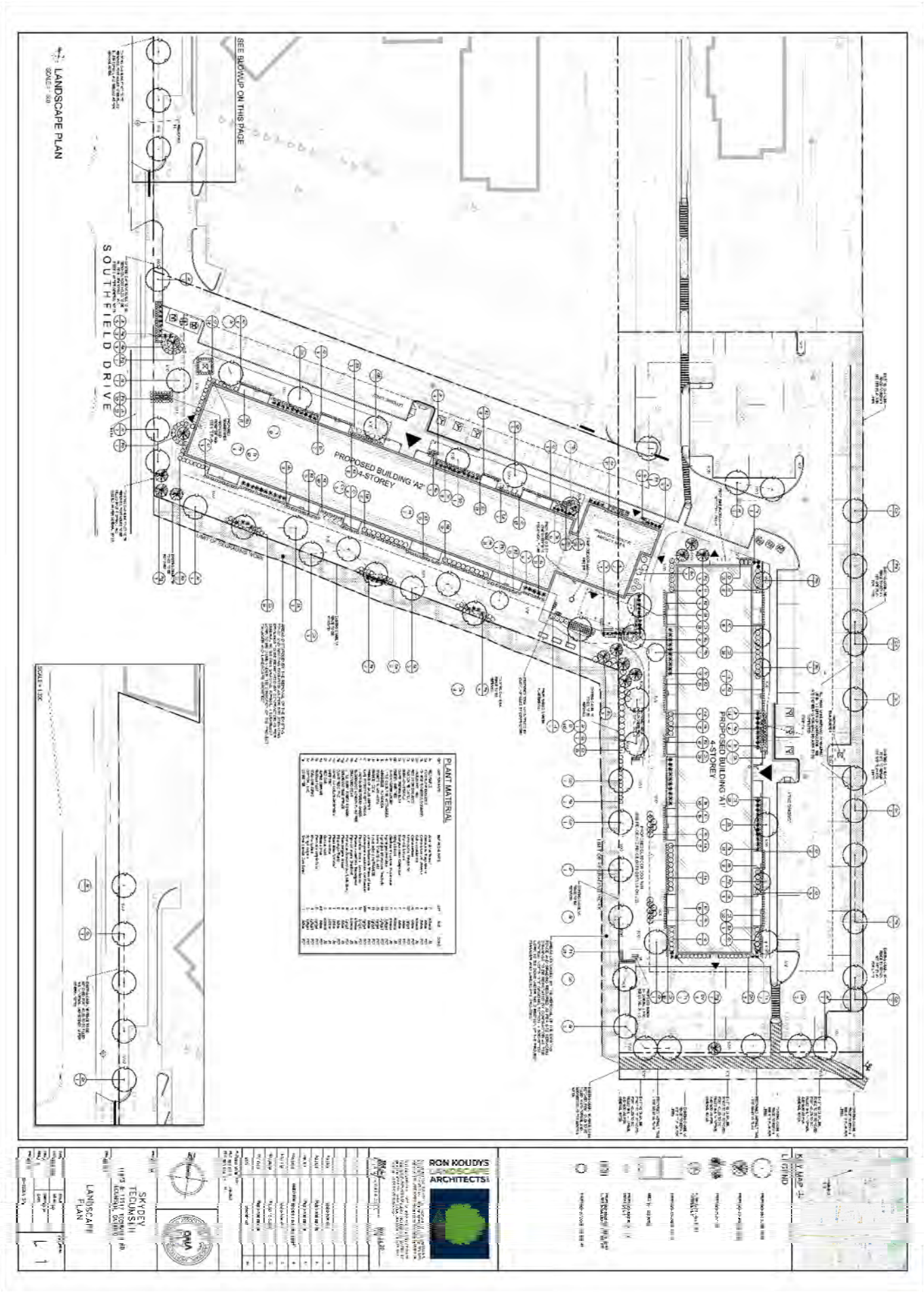


SITE SERVICES PLAN



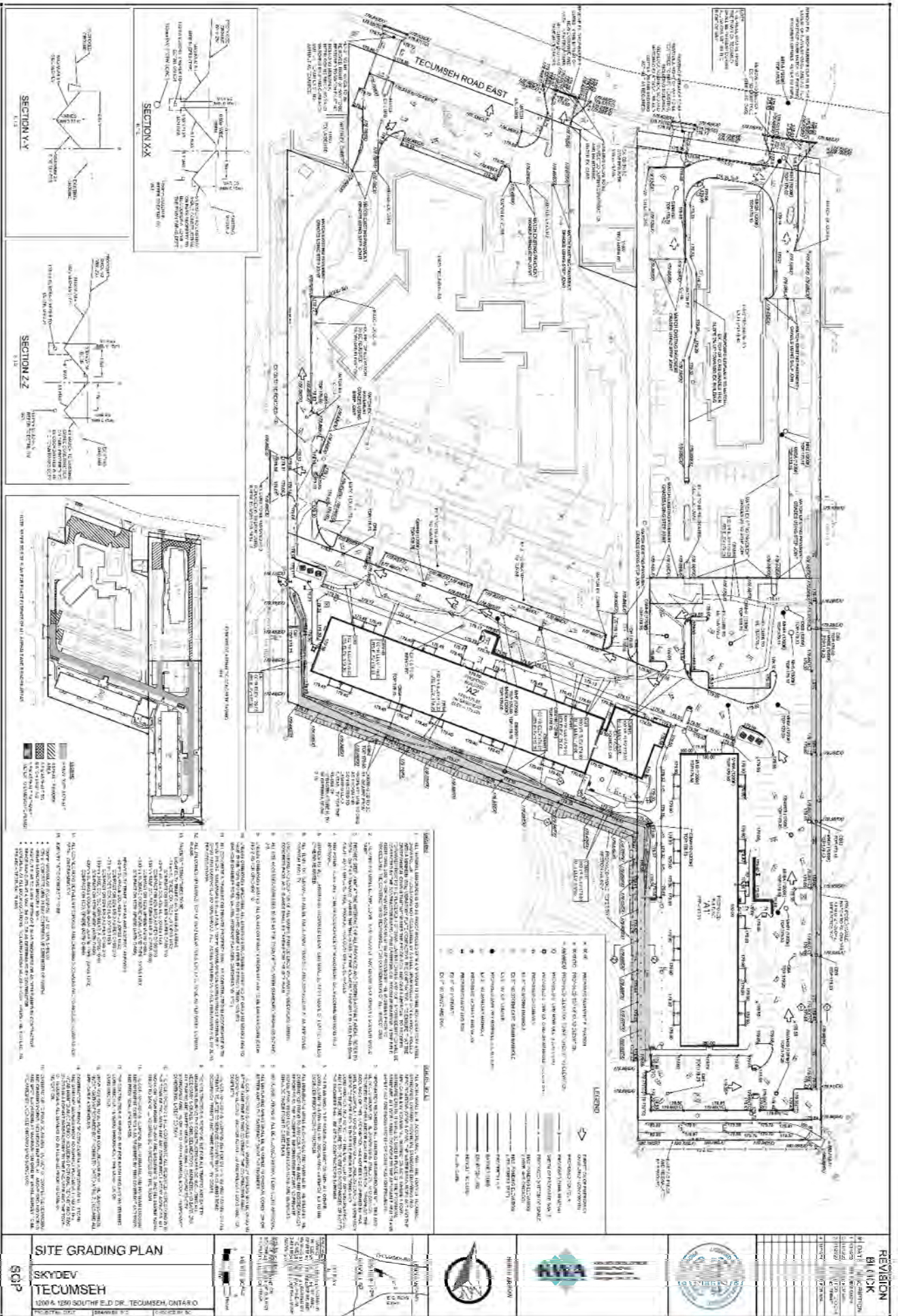
SCHEDULE "D"

LANDSCAPING PLAN

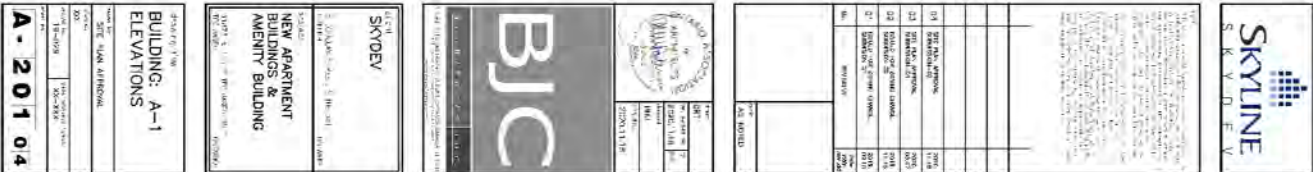


SCHEDULE "E"

SITE GRADING PLAN



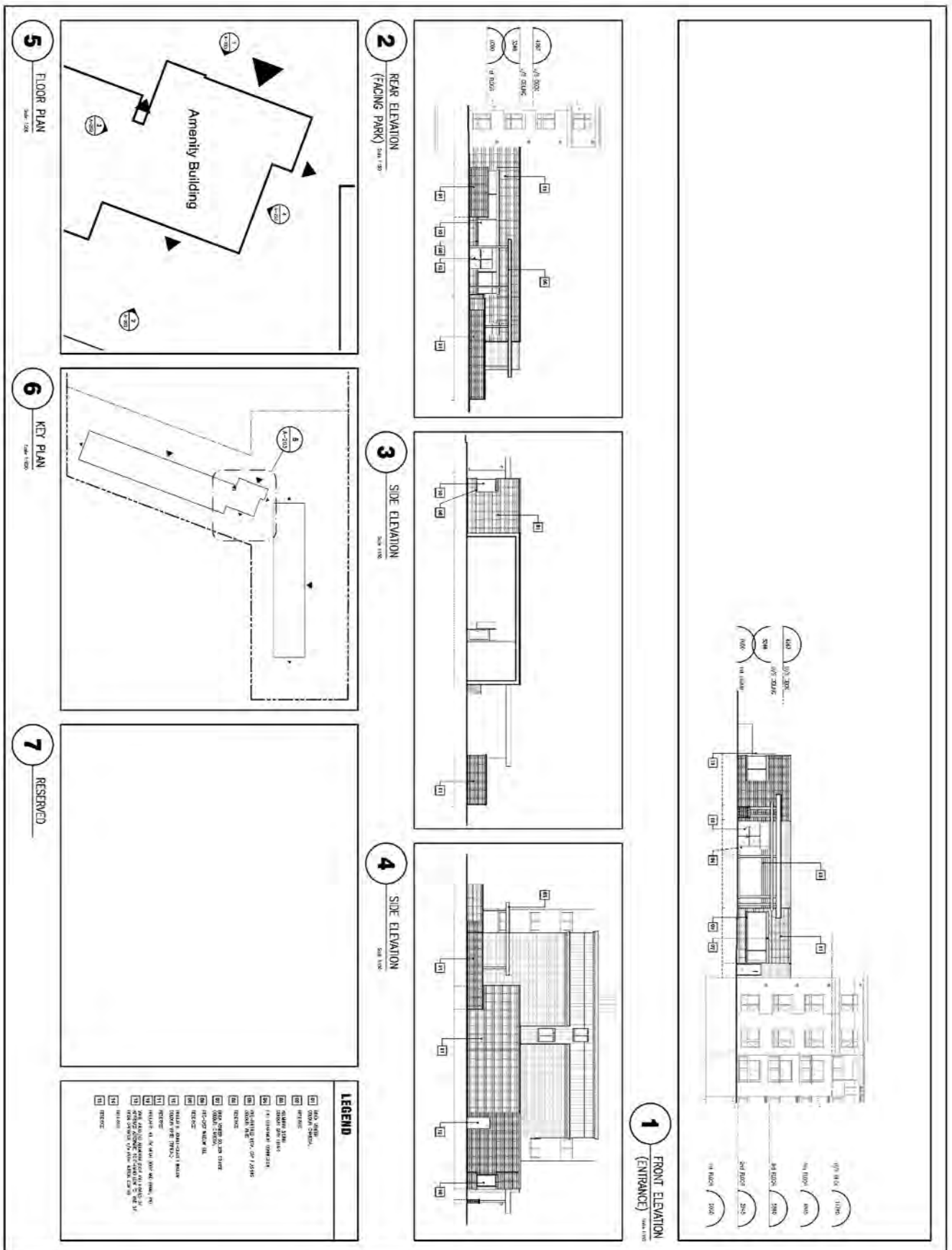
ELEVATIONS



ELEVATIONS



ELEVATIONS

[illegible]



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: February 9, 2021

Report Number: PBS-2021-03

Subject: Financial Incentive Program Grant Application
Tecumseh Road Main Street Community Improvement Plan
Skyline Real Estate Holdings Inc. (Skyline Apartments)
1200-1250 Southfield Drive
Development Charges Grant Program
OUR FILE: D18 CIPFIP - CIP-01/21

Recommendations

It is recommended:

That the Grant Application for the Tecumseh Road Main Street Community Improvement Plan (CIP) Financial Incentive Program, for the vacant property located at 1200-1250 Southfield Drive, immediately north of Southfield Park (Roll No. 374402000000382), **be deemed eligible and approved** for the Development Charges Grant Program in the amount of \$100,000 in relation to the construction of two four-storey, 71-unit apartment buildings proposed for the subject property, all of which is in accordance with Section 11.3 (5) of the CIP and with PBS-2021-03.

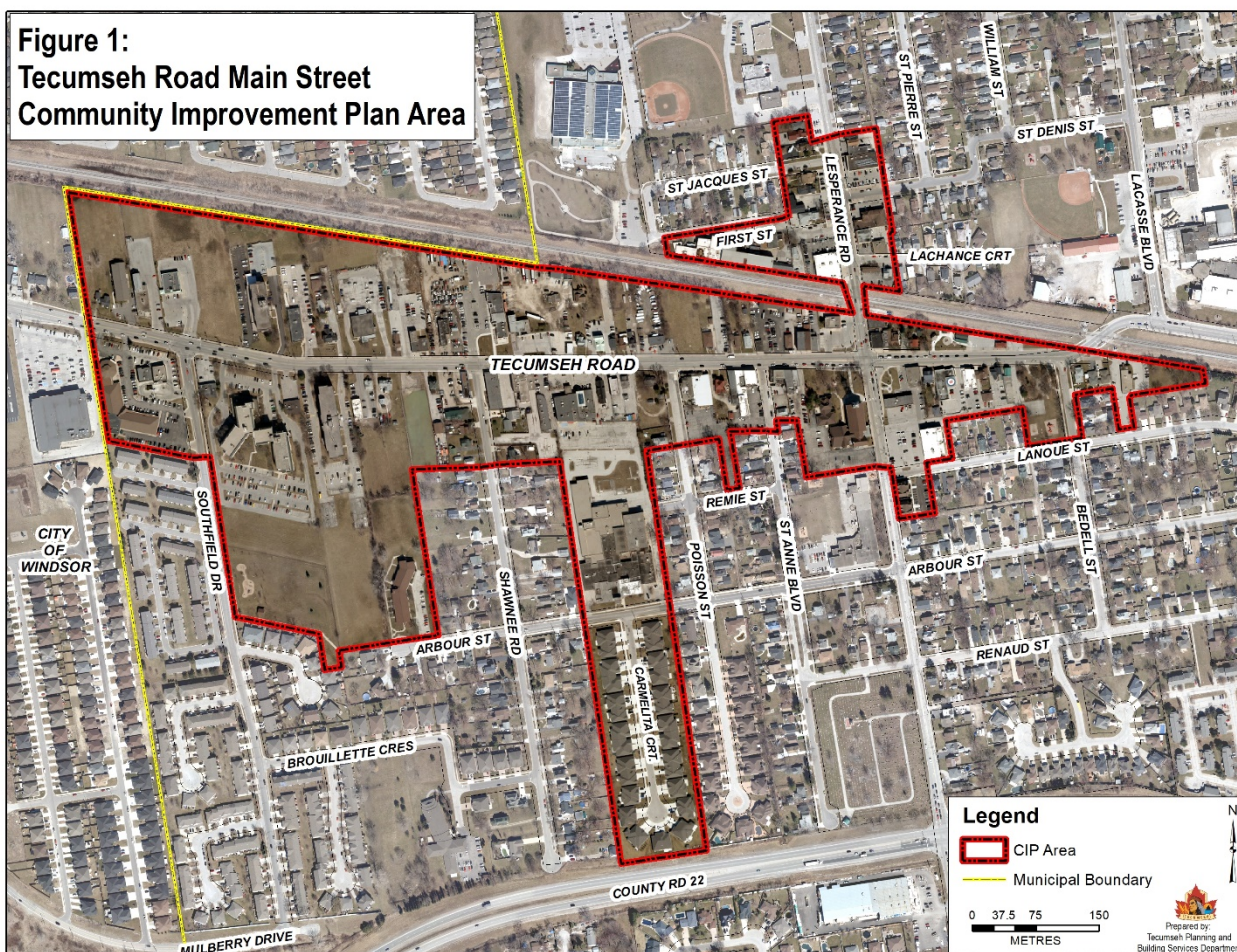
And that the construction timeline requirement for the proposed development be extended from one year to two years, in accordance with Section 11.3 (5) of the CIP and with PBS-2021-03.

Background

The Council-adopted Tecumseh Road Main Street Community Improvement Plan (CIP) applies to an area that represents the historical commercial core of the Town and comprises an approximate 1.2 kilometre corridor centred on Tecumseh Road from the VIA Railway on the east to the Town's border with the City of Windsor just beyond Southfield Drive on the west

(see CIP Area in Figure 1). The area encompasses 96 acres and approximately 115 properties with a mix of commercial and residential along with many tracts of underutilized land.

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



Comments

Proposal

Over the past several months, Town Administration has been in discussions with the Owner of the vacant 1.71 hectare (4.22 acre) parcel of land situated on the east side of Southfield Drive (1200-1250 Southfield Drive), immediately north of Southfield Park (see Attachments 2 and 2A for location). The vacant subject property was the subject of planning applications in 2020 that introduced site-specific policies and regulations to permit the use of the property for two, four-storey apartment buildings. Approval of a site plan control agreement facilitating the proposed development is being requested concurrently with this CIP grant application by way of PBS-2021-02. Once the site plan is approved by Council, the Owner is proposing to commence construction of the aforementioned apartment buildings and associated parking, landscaping and on-site services (see Attachment 3). In addition, the Owner has also applied for approval of property tax relief based upon the incremental increase in the municipal portion of property tax through the Building and Property Improvement Grant (BPIG) Program of the CIP. The Building and Property Improvement Grant (BPIG) Program CIP application will be brought forward at an upcoming Council meeting.

Proposed Grant Details

Based on the foregoing, the Owner has submitted a Financial Incentive Program Grant Application seeking financial incentives under the Development Charges Grant Program for a total amount of \$100,000. The Development Charge Grant Program provides a rebate based on the total development charge in effect which, in the case of the subject development (142 two-bedroom apartment units), would total \$1,419,432. Although the development charges for the proposed development will exceed the requested \$100,000, this grant amount represents the maximum one-time grant for any single property within the CIP area.

To qualify for this grant, the development must meet the policies and design guidelines of the CIP. The subject grant application has been reviewed and evaluated against the requirements of the CIP and Town Administration has no concerns. Accordingly, it is recommended that it be deemed eligible and approved in accordance with Section 11.3 (5) of the CIP.

Next Steps

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

- i) the Owner will be required to pay the full amount of the building permit fees and the Development Charges at the issuance of the building permit for the proposed development;

- ii) the Owner will have a period of six months to start and one year to complete the proposed works from the date of Council approval. It should be noted, that based on the size and scale of the development, the associated site plan agreement for this development allows for a two-year completion date;
- iii) extensions will be considered on a case-by-case basis; and
- iv) an application may be cancelled if work does not commence within the six-month period or if the approved works are not completed within a one-year period from the date of Council approval. Based on the size and scale of the development, it is anticipated that a longer construction period of two years will be required. Accordingly, Administration recommends that the CIP construction timeline requirement be extended to two years for this development.

Upon completion, Administration will conduct a review of the work to ensure all requirements of the CIP have been complied with. Once it has been determined that the CIP requirements have been met, the Grant will be refunded back to the Owner.

Consultations

Financial Services

Financial Implications

The Tecumseh Road CIP provides for Support Programs and Incentives that can total up to \$417,000 per calendar year commencing in 2016. 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 2021 budget includes CIP grant funding of \$200,000. An additional \$123,594 of uncommitted budget allocation from prior period budgets was carried forward, thus totalling \$323,594 in funds available for 2021. To date, this is the first application that has been brought forward for approval in 2021. Accordingly, the current available funding total is \$323,594.

Upon approval of the recommendation of this report, remaining available program funds for 2021 will be \$223,594 as referenced in the tables in Attachments 4A and 4B.

Link to Strategic Priorities

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

Communications

Not applicable ☒

Website ☐

Social Media ☐

News Release ☐

Local Newspaper ☐

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

Prepared by:

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

Reviewed by:

Chad Jeffery, MA, MCIP, RPP
Manager Planning Services

Reviewed by:

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

Reviewed by:

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

Recommended by:

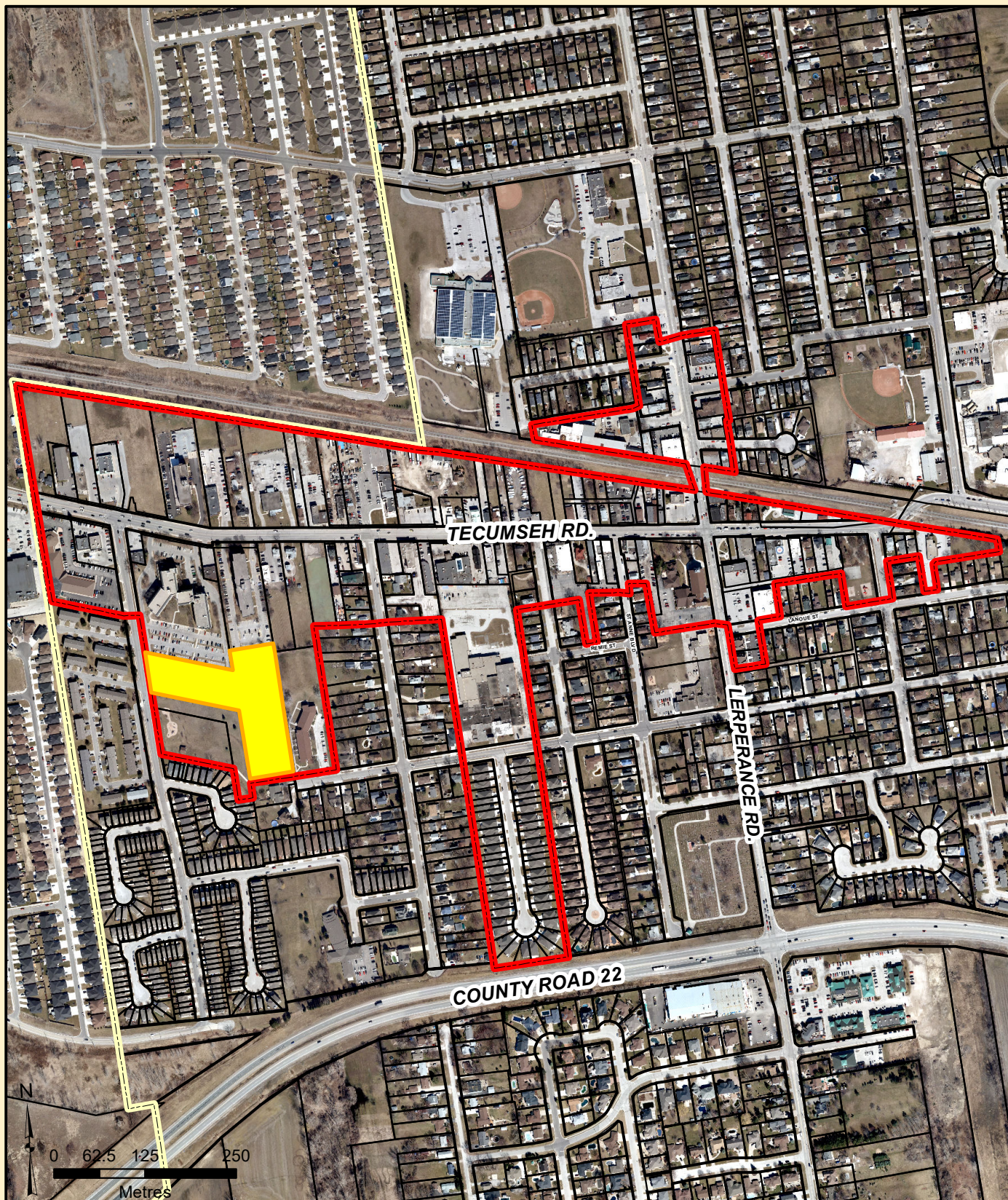
Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	CIP Support Programs and Incentives Summary
2	Property Location in Relation to CIP Study Area
2A	Property Location, Detail View
3	Proposed Architectural Renderings
4A	CIP Incentives Financial Summary Chart No. 1
4B	CIP Incentives Financial Summary Chart No. 2

Attachment 1
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1200-1250 Southfield Drive (Skyline Real Estate Holdings)
Development Charges 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

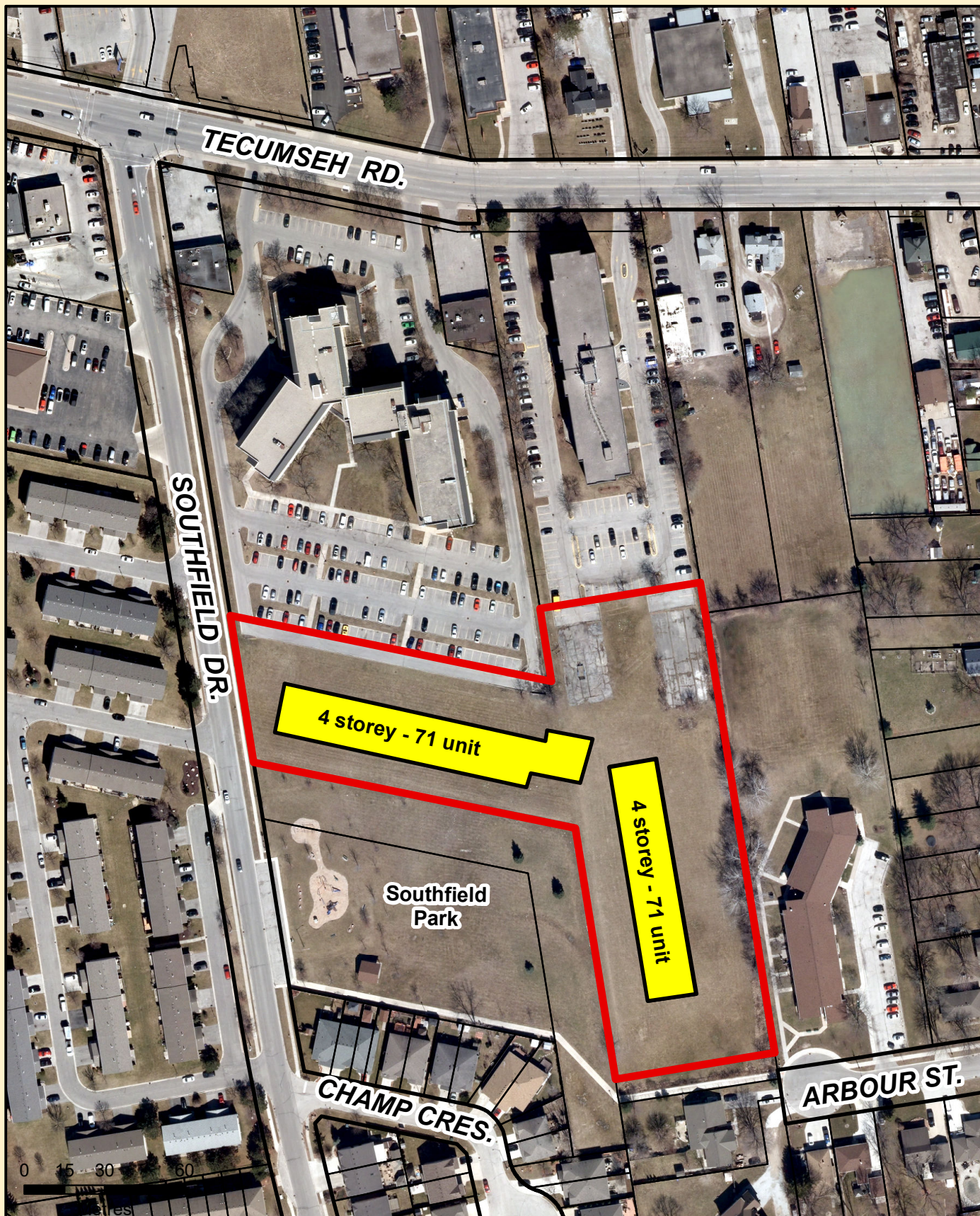
Financial Incentive Program Grant Application

Tecumseh Road Main Street CIP

1200-1250 Southfield Dr. (Skyline Real Estate Holdings)

Development Charges Grant Program

Property Location in Relation to CIP Study Area



Prepared By:
Tecumseh Planning and
Building Services Department



Legend:

- Subject Property
- Proposed Buildings

Attachment 2A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1200-1250 Southfield Dr. (Skyline Real Estate Holdings)
Development Charges Grant Program
Property Location, Detail View



View of north and east facades, looking southwest towards Southfield Park.



View of south and west facades from Southfield Park, looking northeast towards Tecumseh Rd.



Prepared By:
Tecumseh Planning and
Building Services Department

Attachment 3
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1200-1250 Southfield Dr. (Skyline Real Estate Holdings)
Development Charges Grant Program
Architectural Renderings

Attachment 4A
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1200-1250 Southfield Dr. (Skyline Real Estate Holdings)
Development Charges Grant Program
CIP Incentives Financial Summary Chart No. 1

CIP Incentives Summary - as of February 9, 2021 RCM				
Grant Program	Annual Program Allocation Limit	Projects Committed	Projects Proposed	Paid
1. Planning, Design, and Architectural Grants	\$ 15,000	\$ -	\$ -	\$ -
2. Planning Application and Permit Fee Grant Program	\$ 10,000	\$ -	\$ -	\$ -
3. Development Charges Grant Program	\$ 200,000	\$ -	\$ 100,000	\$ -
4. Building Façade Improvement Grant Program (BFIP)	\$ 45,000	\$ -	\$ -	\$ -
5. Residential Grant Program (RGP)	\$ 100,000	\$ -	\$ -	\$ -
6. Parking Area Improvement Program (PAIP)	\$ 30,000	\$ -	\$ -	\$ -
7. Sidewalk Café Grant Program	\$ 12,000	\$ -	\$ -	\$ -
8. Mural/Public Art Program	\$ 5,000	\$ -		\$ -
	\$ 417,000	\$ -	\$ 100,000	\$ -
Actual Budget Allocations:				
2021	\$ 200,000			
Prior Years - Carry-forward	\$ 123,594			
Total Available for 2020	\$ 323,594			
2021 Annual Funding Shortfall including carry-overs	\$ (93,406)			
Total Available for 2021 less Projects Committed		\$ 323,594		
Remaining Available less Projects Proposed			\$ 223,594	

Attachment 4B
Financial Incentive Program Grant Application
Tecumseh Road Main Street CIP
1200-1250 Southfield Dr. (Skyline Real Estate Holdings)
Development Charges Grant Program
CIP Incentives Financial Summary Chart No. 2

CIP Approved Projects and Funding Since Inception											
Project		Approved Funding by Grant Program									PBS Report #
Code / Year	Project Name	1	2	3	4	5	6	7	8	Total	
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
CIP-07/20	11865 Tecumseh Road	\$ 3,000								\$ 3,000	PBS-2020-33
CIP-08/20	12049 Tecumseh Road						\$ 10,000			\$ 10,000	PBS-2020-40
	Total	\$24,000	\$4,237	\$470,475	\$82,416	\$60,000	\$ 38,963	\$ 4,000	\$ 1,000	\$ 679,091	
										GRANT PAID	
										GRANT RECINDED	



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-03

Subject: Disaster Mitigation and Adaptation Fund
Agreement for Climate Change and Flooding Resiliency Project
Storm Infrastructure Improvements

Recommendations

It is recommended:

That a by-law **be prepared** to authorize the Mayor and Clerk to sign the Agreement for Climate Change and Flooding Resiliency Project between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities ("Canada") and The Corporation of the Town of Tecumseh ("Town"), in a form satisfactory to the Town's Solicitor, financial content satisfactory to the Town's Chief Financial Officer and technical content satisfactory to the Town's Engineer, for the grant received from the Disaster Mitigation and Adaptation Fund for the flood resiliency project that includes the following:

- 1) Construction of a new consolidated Scully and St. Mark's Pump Station and a Riverside Drive Trunk Storm Sewer;
- 2) Decommissioning of the existing St. Mark's Storm Pump Station; and
- 3) Construction of a new Peter J. Cecile Pump Station.

And that the Town's portion of the total project costs, being \$16.05M of the total \$26.75M, **be funded** through a combination of Lifecycle Stormwater Reserves and Debt with up to \$15M of Debt to be incurred.

Executive Summary

In a news release published October 26, 2020, the federal government announced its largest federal investment in Tecumseh's history to protect the Town from flooding:

"The safety and well-being of Canadians remains the Government of Canada's top priority as the COVID-19 pandemic continues. The federal government is taking decisive action to support families, businesses and communities, and continues to look ahead to see what more can be done. Investing in infrastructure to create jobs and strengthen local economies is a key part of these initiatives."

The Government of Canada is investing \$10.7 million in the Town's climate change and flooding resiliency project through the Disaster Mitigation and Adaptation Fund. The Town is also contributing approximately \$16.05 million to the project.

The project work involves the construction of and improvements to four infrastructure assets: decommissioning of the St. Mark's Pump Station; construction of a new consolidated Scully and St. Mark's Pump Station; improvements to the Peter J. Cecile Pump Station and; improvements to the storm sewers at two locations to move storm water runoff to the consolidated Scully and St. Mark's pump station. A map illustrating the location of the storm pump stations is provided in Attachment No. 1.

An agreement must be executed between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities and The Corporation of the Town of Tecumseh respecting the grant received from the Disaster Mitigation and Adaptation Fund for the Climate Change and Flooding Resiliency Project – the storm pump station improvements and associated works.

Background

The Government of Canada launched the Disaster Mitigation and Adaptation Fund (DMAF), a national merit-based program that will invest \$2 billion to support large-scale infrastructure projects to help communities better manage the risks of disasters triggered by natural hazards. DMAF projects will support the Government of Canada's objectives laid out in the Pan-Canadian Framework on Clean Growth and Climate Change.

Under the DMAF program, the Federal Government funds up to 40% of eligible costs of a project (or bundled projects) that are a minimum of \$20M total value and provides a ten-year period (2018-2028) for projects to be completed.

Town of Tecumseh 2019 DMAF Applications

The Town was unsuccessful in its 2019 applications to the **DMAF 2019 Intake No.1** (which included bundled projects totalling \$30.70M) and the **DMAF Special Spring 2019 Flooding Intake** (which included bundled projects totalling \$26.75M).

Town of Tecumseh 2020 DMAF Application

The Town submitted an application to the **DMAF 2020 Intake No.3** in July 2020 for a bundled project totalling \$26.75M. On October 21, 2020, the Town received a letter from the Honourable Catherine McKenna, Minister of Infrastructure and Communities, congratulating the Town of Tecumseh of the funding approval, in principle, of the Climate Change and Flooding Resiliency Project submitted under DMAF. A copy of the letter is provided in Attachment No. 2. The news release announcing the federal investment in Tecumseh's flood-related project is provided in Attachment No. 3.

The bundled projects that were included in the Town's DMAF 2020 Intake No.3 included:

1. Construction of a new consolidated Scully & St. Mark's Storm Pump Station & Riverside Drive Trunk Storm Sewer [\$17.05M]

Both the Scully and St. Mark's pump stations are reaching their end of service life. The Scully pump station was put into operation in 1974 and the St. Mark's pump station was constructed in 1957.

Identified as the recommended solution within the Tecumseh Storm Drainage Master Plan 2019, the construction of a new pump station at the Scully pump station site to handle flow from a consolidated service area of the Scully and St. Mark's pump stations is to take place. The new station would utilize vertical submersible axial flow pumps. The station would be located north of the existing structure and will require a new inlet and outfall pipe and expanded outfall structure. The existing pump stations would be kept in service during construction.

Storm trunk sewer improvements and the redirection of storm drainage along Riverside Drive are required between Arlington Boulevard and the proposed consolidated storm pump station on the Scully pump station site to convey flows from the existing St. Mark's storm pump station service area. The new consolidated Scully pump station will have an enhanced level of service and provide 6-times more capacity than that of the existing pump station. The sizing of the proposed trunk storm sewer along Riverside Drive ranges from 1350mm to 1500mm in diameter.

2. Construction of a new Peter J. Cecile Storm Pump Station [\$9.70M]

The Peter J. Cecile pump station has two vertical turbine pumps both equipped with 40 hp motors. No upgrades have been completed since the station was put into operation in 1974. The electrical equipment is approaching the end of its life.

Identified as one of the recommended solutions within the Tecumseh Storm Drainage Master Plan 2019, the construction of a new pump station at the Peter J. Cecile pump station site is to take place. Due to the site restraints, the new pump station is to be constructed over the footprint of the existing structure. The new station would utilize vertical submersible axial flow pumps and have an increased capacity of 8-times to accommodate the growing frequency of heavy rainfall events. The installation of temporary pumps using portable pump stations will provide servicing during the

construction. A new outfall pipe will be constructed to provide increased flow capacity. The new outfall will be extended to the norther end of the jetty bank to eliminate additional flow from entering the Beach Grove harbour, which is the location of the existing outfall. The inlet pipe to the pump station will be replaced with a larger diameter pipe in the existing alignment.

Comments

Agreement for Climate Change and Flooding Resiliency Project

An agreement must be executed between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities, and The Corporation of the Town of Tecumseh respecting the grant received from the Disaster Mitigation and Adaptation Fund for the Climate Change and Flood Resiliency Project.

A draft agreement has been prepared by Canada and is currently being reviewed by Administration and the Town's Solicitor. The agreement will be finalized following evidence that Tecumseh Town Council has approved the execution of the agreement and that the Town provides evidence that all project funding other than the federal contribution has been secured (via Council Resolutions).

The final agreement will be brought to Council for approval and execution by means of a future by-law.

With the approval in principle, eligible costs as determined under the terms and conditions of the DMAF and incurred as of the date of the October 21, 2020 letter [sent from the Minister of Infrastructure and Communities], will be eligible for federal reimbursement subject to the timely execution of a contribution agreement. Once signed, the contribution agreement represents the final federal approval of the Project.

Consultations

Corporate Services & Clerk
Financial Services
Town Solicitor

Financial Implications

Federal funding of the Project from the DMAF will be up to 40 percent of the total eligible project costs, to a maximum federal contribution of \$10.7M under this program.

The Town is required to provide evidence that all Project funding has been secured. The following table outlines the recommended Project timelines and distribution of costs. Administration is recommending to complete the Project construction by the end of 2026. This will leave an additional year, 2027, should construction be delayed or prolonged for various reasons and ensuring that the Project falls within the eligibility timelines of the Agreement.

Year / Project (\$M)	Scully & St Marks Storm PS Improvements	P.J. Cecile Storm PS Improvements	Totals	Federal Contributions (40%)	Town Contributions (60%)
2021	\$1.294	\$0.500	\$1.794	\$0.718	\$1.076
2022	\$6.773	\$1.000	\$7.773	\$3.109	\$4.664
2023	\$8.683	\$0.568	\$9.251	\$3.700	\$5.551
2024	\$0.300	\$0.332	\$0.632	\$0.253	\$0.379
2025	-	\$2.920	\$2.920	\$1.168	\$1.752
2026	-	\$4.380	\$4.380	\$1.752	\$2.628
2027	-	-	-	-	-
2028*	-	-	-	-	-
Totals	\$17.05	\$9.70	\$26.75	\$10.70	\$16.05
*Up to March 31, 2028					

As part of previous PWES Capital Works Plans, Council has already approved the allocation of a portion of the project funds from lifecycle reserves for the Project in order to initiate the detailed design as outlined below:

- \$1,297,250 for the Scully & St. Mark's Storm Pump Station (Motions: RCM-361/18 & RCM-375/20); and
- \$500,000 for the Peter J. Cecile Storm Pump Station (Motion: RCM-375/20)

Funding for the Town's portion of costs will come from a combination of Lifecycle Stormwater Reserves and Debt. The total amount borrowed is not anticipated to be affected by the fact that grant funding will be released by regular reporting periods, i.e. not advanced.

The Lifecycle Stormwater Reserve has an estimated 2020 year-end balance of \$(1,129,000). The annual allocation to this reserve effective 2021 is \$1,227,700 with a target annual allocation of \$2,000,000.

As this project will take several years to complete, the amount to be borrowed will depend on the timing of expenditures and available reserve balances, i.e. impact of other Stormwater capital projects. It is anticipated that the Town will borrow up to \$15 million towards this project.

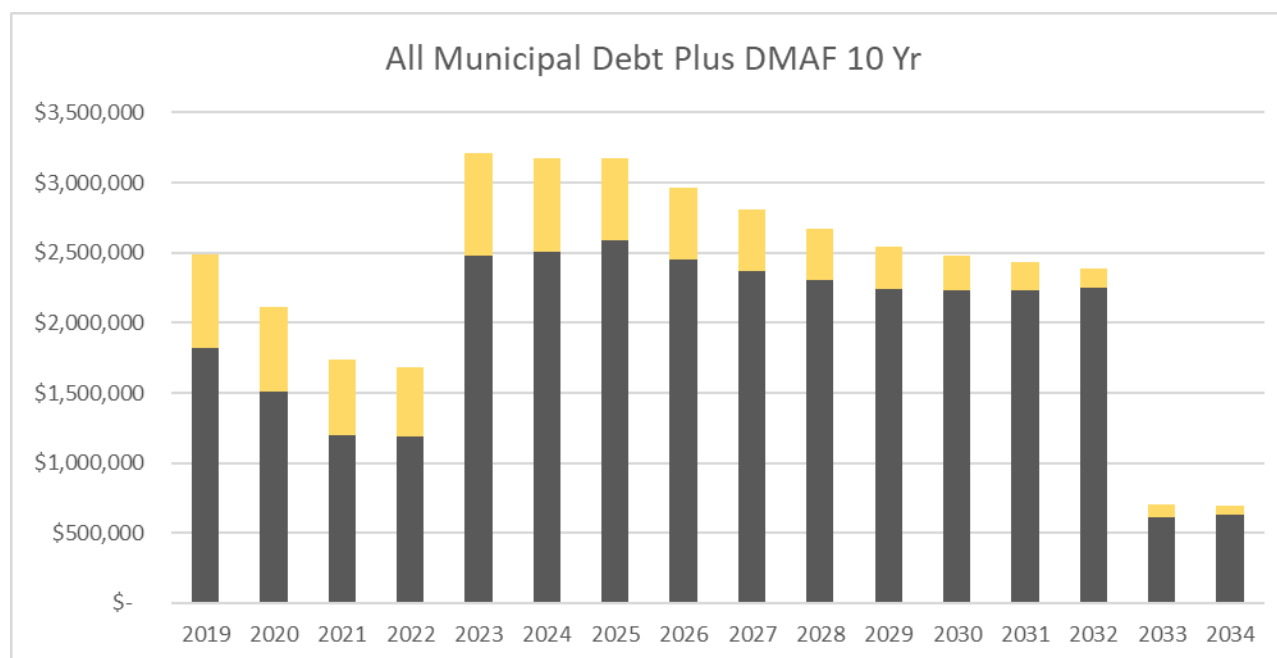
The Town currently has \$13.6 million in outstanding long-term debt at 2020 year-end (\$15.0 million in 2019). The Town's 2019 Debt Servicing Costs of \$2.3 million represent 5.4% of Total Revenues as per our latest Provincial Financial Indicator Review. A measure less than 5% is considered Low risk, greater than 5% but less than 10% is considered Moderate risk and greater than 10% is considered High risk.

Incurring \$15 million in new debt with a 10-year term at current borrowing rates will increase our annual debt servicing costs by approximately \$1,670,000. As some existing debt will expire while new debt would be incurred as needed during the seven-year construction period, annual

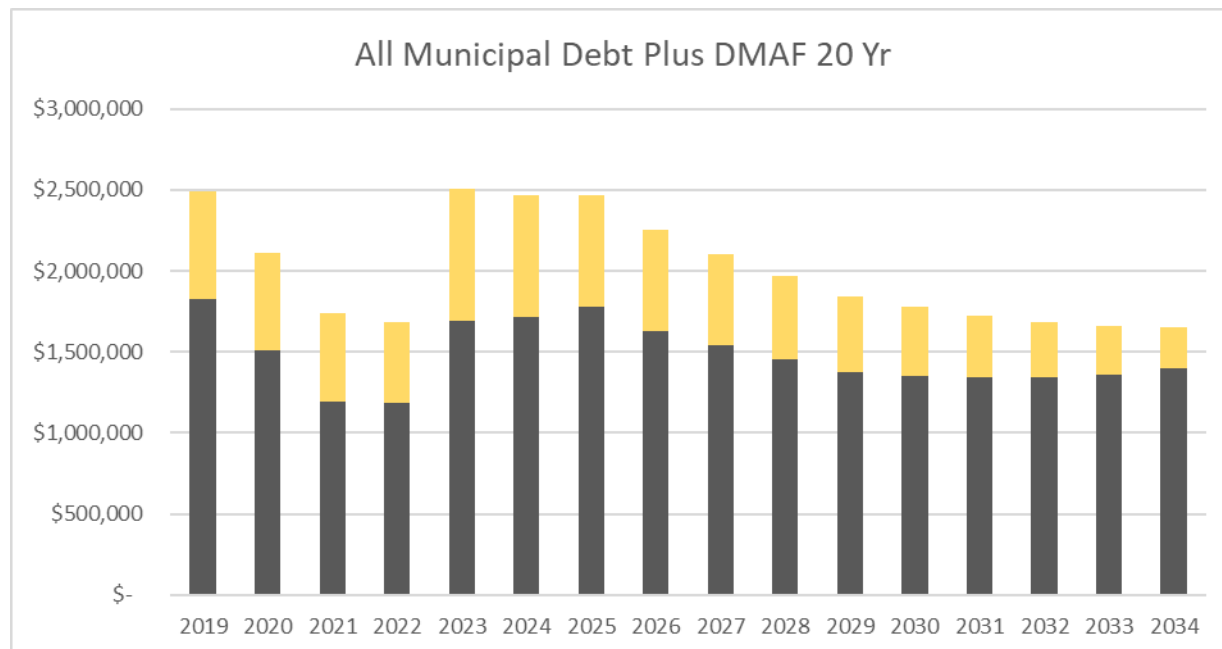
debt servicing costs would peak in 2023 at approximately \$3.2 million. Administration estimates that this would bring our Debt Servicing Cost measure to between 7% - 8%.

It should be noted that this estimated measure is affected by Town revenues. Growth in revenue (primarily assessment) would help to reduce the Debt Servicing Cost measure.

The chart below projects annual debt servicing costs assuming the addition of \$15 million in debt in 2022 with a 10-year payment term.



Alternatively, borrowing over a 20-year payment term would increase the annual debt servicing costs by \$960,000. Debt servicing costs would peak in 2023 at approximately \$2.5 million. The estimated Debt Servicing Cost measure would be between 5.5% - 6.5%. Debt payments under this scenario are illustrated in the following chart.



Link to Strategic Priorities

Applicable

2019-22 Strategic Priorities

- ☐ Make the Town of Tecumseh an even better place to live, work and invest through a shared vision for our residents and newcomers.
- ☒ Ensure that Tecumseh's current and future growth is built upon the principles of sustainability and strategic decision-making.
- ☒ Integrate the principles of health and wellness into all of Tecumseh's plans and priorities.
- ☒ Steward the Town's "continuous improvement" approach to municipal service delivery to residents and businesses.
- ☒ 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:

Cheryl Curran, BES
Project Technician

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

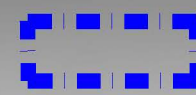
Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Location Map – storm pump stations
2	Approval in Principle Letter from the Minister of Infrastructure and Communities, October 21, 2020
3	News release published October 26, 2020



LEGEND



DMAF PROJECT LIMITS



EXISTING PUMP STATION LOCATIONS



Dillon Project No.: 18-8871

DATE: JULY 2019

**Town of Tecumseh Climate
Change & Flooding
Resiliency Project**

PROJECT LOCATION

FIGURE 1.0



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

Dear Mayor McNamara,

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

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

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

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

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

...2

twelve months prior to the project approval in principle date;

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

...3

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

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

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

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

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

Yours sincerely,

McKenna,
Catherine

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

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

News release

For immediate release

Canada makes largest federal investment in Tecumseh's history to protect the Town from future flooding

Tecumseh, Ontario, October 26, 2020—The safety and well-being of Canadians remains the Government of Canada's top priority as the COVID-19 pandemic continues. The federal government is taking decisive action to support families, businesses and communities, and continues to look ahead to see what more can be done. Investing in infrastructure to create jobs and strengthen local economies is a key part of these initiatives.

In recent years, the communities of Tecumseh and Windsor experienced catastrophic storms that caused significant flood damage to local residences and businesses. Now more than ever, communities need help adapting to these intensifying weather events caused by climate change.

Today, Irek Kusmierczyk, Parliamentary Secretary to the Minister of Employment, Workforce Development and Disability Inclusion and Member of Parliament for Windsor–Tecumseh, on behalf of the Honourable Catherine McKenna, Minister of Infrastructure and Communities, and his Worship Gary McNamara, Mayor for the Town of Tecumseh, announced significant funding to reduce the impact of severe storms and flooding in the Town of Tecumseh.

The Government of Canada is investing \$10.7 million in this flood resiliency project through the Disaster Mitigation and Adaptation Fund (DMAF). This is the single largest federal investment in Tecumseh's history. The Town is also contributing more than \$16 million to complete the project.

The work involves the construction of and improvements to four infrastructure assets: decommissioning of the St. Mark's Pump Station; construction of a new consolidated Scully and St. Mark's Pump Station; improvements to the PJ Cecile Pump Station and; improvements to the storm sewers at two locations to move storm water runoff to the consolidated Scully and St. Mark's pump station.

This investment is just one of many regional flood-related projects recently funded by the Government of Canada, including a historic \$32,090,691 investment in flood mitigation for Windsor in 2019.

Quotes

"On my very first day as MP for Windsor-Tecumseh, I met with Mayor McNamara to discuss key priorities for the Town of Tecumseh. With severe weather events on the rise, funding from the Disaster Mitigation and Adaptation Fund was outlined as a critical need. I am proud of the terrific collaboration between our federal government and the Town to deliver this important investment for the residents of Tecumseh. Once complete, the Tecumseh flood resiliency project will protect residences and businesses from the severe effects of flooding."

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- 2 -

Irek Kusmierczyk, Parliamentary Secretary to the Minister of Employment, Workforce Development and Disability Inclusion and Member of Parliament for Windsor–Tecumseh, on behalf of the Honourable Catherine McKenna, Minister of Infrastructure and Communities

“Flooding continues to be the most frequent and costly natural disaster in Canada. By investing in infrastructure, the Government of Canada is helping communities, like the Town of Tecumseh, increase their resiliency. The DMAF helps protect Canadians by reducing the risk of climate change and the long-term costs associated with replacing infrastructure following natural disasters.”

The Honourable Bill Blair, Minister of Public Safety and Emergency Preparedness

“My Council colleagues and I have heard from residents that more needs to be done to protect them from flooding and flood mitigation is a vital priority for our Council. This funding will assist in building our town’s resiliency and keeping our community and its residents safe.”

His Worship Gary McNamara, Mayor of the Town of Tecumseh

Quick facts

- Windsor and Tecumseh have received over \$50 Million to fund 16 projects related to flooding and wastewater.
- The Disaster Mitigation and Adaptation Fund (DMAF) is a \$2-billion, 10-year program to help communities build the infrastructure they need to better withstand natural hazards such as floods, wildfires, earthquakes and droughts.
- To date, more than \$1.7 billion has been announced through DMAF for 60 large-scale infrastructure projects that will help protect communities across the country from the threats of climate change.
- DMAF is part of the federal government’s Investing in Canada plan, which is providing more than \$180 billion over 12 years for public transit projects, green infrastructure, social infrastructure, trade and transportation routes, and rural and northern communities.
- To support Canadians and communities during the COVID-19 pandemic, a new stream has been added to the over \$33-billion Investing in Canada Infrastructure Program to help fund pandemic-resilient infrastructure. Existing program streams have also been adapted to include more eligible project categories.
- The COVID-19 Resilience Stream will help other orders of governments whose finances have been significantly impacted by the pandemic by increasing the federal cost share for public infrastructure projects.
- The Canada Healthy Communities Initiative will provide up to \$31 million in existing federal funding to support communities as they deploy innovative new ways to adapt spaces and services to respond to immediate and ongoing needs arising from COVID-19 over the next two years.

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Associated links

Disaster Mitigation and Adaptation Fund

<http://www.infrastructure.gc.ca/dmaf-faac/index-eng.html>

Disaster Mitigation and Adaptation Fund projects in Ontario

<https://www.infrastructure.gc.ca/plan/prog-proj-on-eng.html#1.3>

Investing in COVID-19 Community Resilience

<https://www.infrastructure.gc.ca/plan/covid-19-resilience-eng.html>

Investing in Canada: Canada's Long-Term Infrastructure Plan

<http://www.infrastructure.gc.ca/plan/icp-publication-pic-eng.html>

Investing in Canada plan project map

<http://www.infrastructure.gc.ca/gmap-gcarte/index-eng.html>

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Contacts

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Lesley Reeves

Manager Strategic Initiatives

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Web: [Infrastructure Canada](#)



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-03

Subject: Disaster Mitigation and Adaptation Fund
Agreement for Climate Change and Flooding Resiliency Project
Storm Infrastructure Improvements

Recommendations

It is recommended:

That a by-law **be prepared** to authorize the Mayor and Clerk to sign the Agreement for Climate Change and Flooding Resiliency Project between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities ("Canada") and The Corporation of the Town of Tecumseh ("Town"), in a form satisfactory to the Town's Solicitor, financial content satisfactory to the Town's Chief Financial Officer and technical content satisfactory to the Town's Engineer, for the grant received from the Disaster Mitigation and Adaptation Fund for the flood resiliency project that includes the following:

- 1) Construction of a new consolidated Scully and St. Mark's Pump Station and a Riverside Drive Trunk Storm Sewer;
- 2) Decommissioning of the existing St. Mark's Storm Pump Station; and
- 3) Construction of a new Peter J. Cecile Pump Station.

And that the Town's portion of the total project costs, being \$16.05M of the total \$26.75M, **be funded** through a combination of Lifecycle Stormwater Reserves and Debt with up to \$15M of Debt to be incurred.

Executive Summary

In a news release published October 26, 2020, the federal government announced its largest federal investment in Tecumseh's history to protect the Town from flooding:

"The safety and well-being of Canadians remains the Government of Canada's top priority as the COVID-19 pandemic continues. The federal government is taking decisive action to support families, businesses and communities, and continues to look ahead to see what more can be done. Investing in infrastructure to create jobs and strengthen local economies is a key part of these initiatives."

The Government of Canada is investing \$10.7 million in the Town's climate change and flooding resiliency project through the Disaster Mitigation and Adaptation Fund. The Town is also contributing approximately \$16.05 million to the project.

The project work involves the construction of and improvements to four infrastructure assets: decommissioning of the St. Mark's Pump Station; construction of a new consolidated Scully and St. Mark's Pump Station; improvements to the Peter J. Cecile Pump Station and; improvements to the storm sewers at two locations to move storm water runoff to the consolidated Scully and St. Mark's pump station. A map illustrating the location of the storm pump stations is provided in Attachment No. 1.

An agreement must be executed between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities and The Corporation of the Town of Tecumseh respecting the grant received from the Disaster Mitigation and Adaptation Fund for the Climate Change and Flooding Resiliency Project – the storm pump station improvements and associated works.

Background

The Government of Canada launched the Disaster Mitigation and Adaptation Fund (DMAF), a national merit-based program that will invest \$2 billion to support large-scale infrastructure projects to help communities better manage the risks of disasters triggered by natural hazards. DMAF projects will support the Government of Canada's objectives laid out in the Pan-Canadian Framework on Clean Growth and Climate Change.

Under the DMAF program, the Federal Government funds up to 40% of eligible costs of a project (or bundled projects) that are a minimum of \$20M total value and provides a ten-year period (2018-2028) for projects to be completed.

Town of Tecumseh 2019 DMAF Applications

The Town was unsuccessful in its 2019 applications to the **DMAF 2019 Intake No.1** (which included bundled projects totalling \$30.70M) and the **DMAF Special Spring 2019 Flooding Intake** (which included bundled projects totalling \$26.75M).

Town of Tecumseh 2020 DMAF Application

The Town submitted an application to the **DMAF 2020 Intake No.3** in July 2020 for a bundled project totalling \$26.75M. On October 21, 2020, the Town received a letter from the Honourable Catherine McKenna, Minister of Infrastructure and Communities, congratulating the Town of Tecumseh of the funding approval, in principle, of the Climate Change and Flooding Resiliency Project submitted under DMAF. A copy of the letter is provided in Attachment No. 2. The news release announcing the federal investment in Tecumseh's flood-related project is provided in Attachment No. 3.

The bundled projects that were included in the Town's DMAF 2020 Intake No.3 included:

1. Construction of a new consolidated Scully & St. Mark's Storm Pump Station & Riverside Drive Trunk Storm Sewer [\$17.05M]

Both the Scully and St. Mark's pump stations are reaching their end of service life. The Scully pump station was put into operation in 1974 and the St. Mark's pump station was constructed in 1957.

Identified as the recommended solution within the Tecumseh Storm Drainage Master Plan 2019, the construction of a new pump station at the Scully pump station site to handle flow from a consolidated service area of the Scully and St. Mark's pump stations is to take place. The new station would utilize vertical submersible axial flow pumps. The station would be located north of the existing structure and will require a new inlet and outfall pipe and expanded outfall structure. The existing pump stations would be kept in service during construction.

Storm trunk sewer improvements and the redirection of storm drainage along Riverside Drive are required between Arlington Boulevard and the proposed consolidated storm pump station on the Scully pump station site to convey flows from the existing St. Mark's storm pump station service area. The new consolidated Scully pump station will have an enhanced level of service and provide 6-times more capacity than that of the existing pump station. The sizing of the proposed trunk storm sewer along Riverside Drive ranges from 1350mm to 1500mm in diameter.

2. Construction of a new Peter J. Cecile Storm Pump Station [\$9.70M]

The Peter J. Cecile pump station has two vertical turbine pumps both equipped with 40 hp motors. No upgrades have been completed since the station was put into operation in 1974. The electrical equipment is approaching the end of its life.

Identified as one of the recommended solutions within the Tecumseh Storm Drainage Master Plan 2019, the construction of a new pump station at the Peter J. Cecile pump station site is to take place. Due to the site restraints, the new pump station is to be constructed over the footprint of the existing structure. The new station would utilize vertical submersible axial flow pumps and have an increased capacity of 8-times to accommodate the growing frequency of heavy rainfall events. The installation of temporary pumps using portable pump stations will provide servicing during the

construction. A new outfall pipe will be constructed to provide increased flow capacity. The new outfall will be extended to the norther end of the jetty bank to eliminate additional flow from entering the Beach Grove harbour, which is the location of the existing outfall. The inlet pipe to the pump station will be replaced with a larger diameter pipe in the existing alignment.

Comments

Agreement for Climate Change and Flooding Resiliency Project

An agreement must be executed between Her Majesty the Queen in Right of Canada, as represented by the Minister of Infrastructure and Communities, and The Corporation of the Town of Tecumseh respecting the grant received from the Disaster Mitigation and Adaptation Fund for the Climate Change and Flood Resiliency Project.

A draft agreement has been prepared by Canada and is currently being reviewed by Administration and the Town's Solicitor. The agreement will be finalized following evidence that Tecumseh Town Council has approved the execution of the agreement and that the Town provides evidence that all project funding other than the federal contribution has been secured (via Council Resolutions).

The final agreement will be brought to Council for approval and execution by means of a future by-law.

With the approval in principle, eligible costs as determined under the terms and conditions of the DMAF and incurred as of the date of the October 21, 2020 letter [sent from the Minister of Infrastructure and Communities], will be eligible for federal reimbursement subject to the timely execution of a contribution agreement. Once signed, the contribution agreement represents the final federal approval of the Project.

Consultations

Corporate Services & Clerk
Financial Services
Town Solicitor

Financial Implications

Federal funding of the Project from the DMAF will be up to 40 percent of the total eligible project costs, to a maximum federal contribution of \$10.7M under this program.

The Town is required to provide evidence that all Project funding has been secured. The following table outlines the recommended Project timelines and distribution of costs. Administration is recommending to complete the Project construction by the end of 2026. This will leave an additional year, 2027, should construction be delayed or prolonged for various reasons and ensuring that the Project falls within the eligibility timelines of the Agreement.

Year / Project (\$M)	Scully & St Marks Storm PS Improvements	P.J. Cecile Storm PS Improvements	Totals	Federal Contributions (40%)	Town Contributions (60%)
2021	\$1.294	\$0.500	\$1.794	\$0.718	\$1.076
2022	\$6.773	\$1.000	\$7.773	\$3.109	\$4.664
2023	\$8.683	\$0.568	\$9.251	\$3.700	\$5.551
2024	\$0.300	\$0.332	\$0.632	\$0.253	\$0.379
2025	-	\$2.920	\$2.920	\$1.168	\$1.752
2026	-	\$4.380	\$4.380	\$1.752	\$2.628
2027	-	-	-	-	-
2028*	-	-	-	-	-
Totals	\$17.05	\$9.70	\$26.75	\$10.70	\$16.05
*Up to March 31, 2028					

As part of previous PWES Capital Works Plans, Council has already approved the allocation of a portion of the project funds from lifecycle reserves for the Project in order to initiate the detailed design as outlined below:

- \$1,297,250 for the Scully & St. Mark's Storm Pump Station (Motions: RCM-361/18 & RCM-375/20); and
- \$500,000 for the Peter J. Cecile Storm Pump Station (Motion: RCM-375/20)

Funding for the Town's portion of costs will come from a combination of Lifecycle Stormwater Reserves and Debt. The total amount borrowed is not anticipated to be affected by the fact that grant funding will be released by regular reporting periods, i.e. not advanced.

The Lifecycle Stormwater Reserve has an estimated 2020 year-end balance of \$(1,129,000). The annual allocation to this reserve effective 2021 is \$1,227,700 with a target annual allocation of \$2,000,000.

As this project will take several years to complete, the amount to be borrowed will depend on the timing of expenditures and available reserve balances, i.e. impact of other Stormwater capital projects. It is anticipated that the Town will borrow up to \$15 million towards this project.

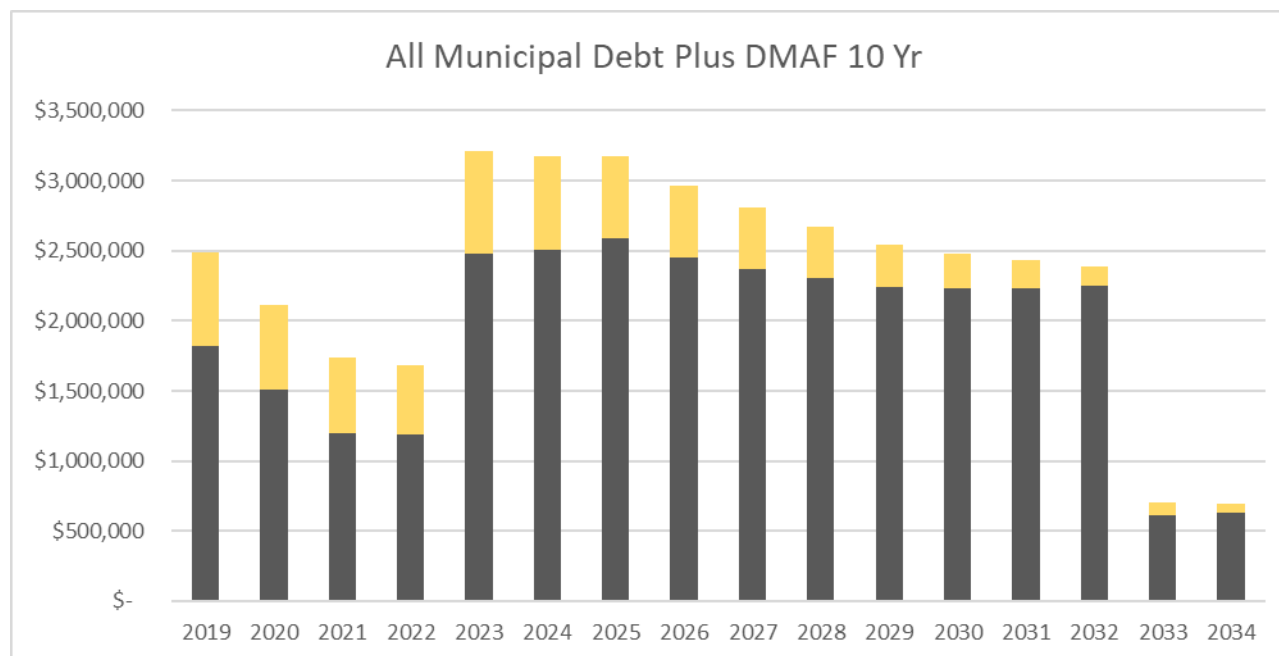
The Town currently has \$13.6 million in outstanding long-term debt at 2020 year-end (\$15.0 million in 2019). The Town's 2019 Debt Servicing Costs of \$2.3 million represent 5.4% of Total Revenues as per our latest Provincial Financial Indicator Review. A measure less than 5% is considered Low risk, greater than 5% but less than 10% is considered Moderate risk and greater than 10% is considered High risk.

Incurring \$15 million in new debt with a 10-year term at current borrowing rates will increase our annual debt servicing costs by approximately \$1,670,000. As some existing debt will expire while new debt would be incurred as needed during the seven-year construction period, annual

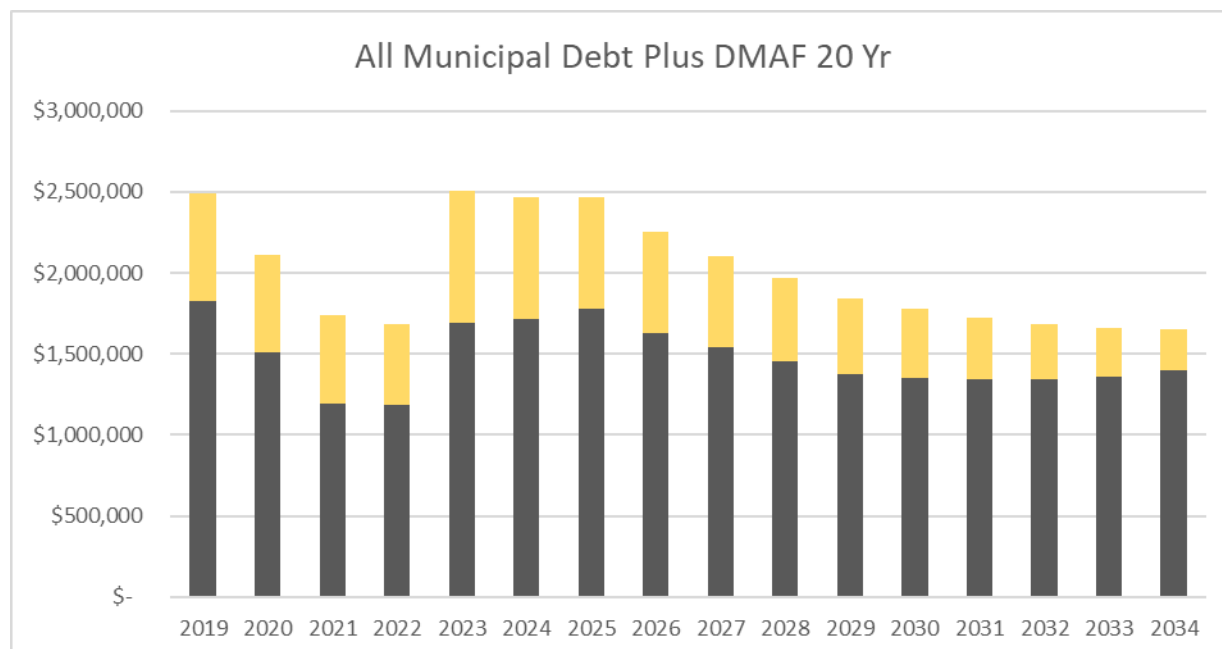
debt servicing costs would peak in 2023 at approximately \$3.2 million. Administration estimates that this would bring our Debt Servicing Cost measure to between 7% - 8%.

It should be noted that this estimated measure is affected by Town revenues. Growth in revenue (primarily assessment) would help to reduce the Debt Servicing Cost measure.

The chart below projects annual debt servicing costs assuming the addition of \$15 million in debt in 2022 with a 10-year payment term.



Alternatively, borrowing over a 20-year payment term would increase the annual debt servicing costs by \$960,000. Debt servicing costs would peak in 2023 at approximately \$2.5 million. The estimated Debt Servicing Cost measure would be between 5.5% - 6.5%. Debt payments under this scenario are illustrated in the following chart.



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 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:

Cheryl Curran, BES
Project Technician

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

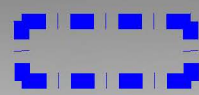
Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Location Map – storm pump stations
2	Approval in Principle Letter from the Minister of Infrastructure and Communities, October 21, 2020
3	News release published October 26, 2020



LEGEND



DMAF PROJECT LIMITS



EXISTING PUMP STATION LOCATIONS



Dillon Project No.: 18-8871

DATE: JULY 2019

**Town of Tecumseh Climate
Change & Flooding
Resiliency Project**

PROJECT LOCATION

FIGURE 1.0



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

Dear Mayor McNamara,

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

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

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

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

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

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twelve months prior to the project approval in principle date;

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

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

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

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

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

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

Yours sincerely,

McKenna,
Catherine

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

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

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Quotes

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“Flooding continues to be the most frequent and costly natural disaster in Canada. By investing in infrastructure, the Government of Canada is helping communities, like the Town of Tecumseh, increase their resiliency. The DMAF helps protect Canadians by reducing the risk of climate change and the long-term costs associated with replacing infrastructure following natural disasters.”

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“My Council colleagues and I have heard from residents that more needs to be done to protect them from flooding and flood mitigation is a vital priority for our Council. This funding will assist in building our town’s resiliency and keeping our community and its residents safe.”

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Associated links

Disaster Mitigation and Adaptation Fund

<http://www.infrastructure.gc.ca/dmaf-faac/index-eng.html>

Disaster Mitigation and Adaptation Fund projects in Ontario

<https://www.infrastructure.gc.ca/plan/prog-proj-on-eng.html#1.3>

Investing in COVID-19 Community Resilience

<https://www.infrastructure.gc.ca/plan/covid-19-resilience-eng.html>

Investing in Canada: Canada's Long-Term Infrastructure Plan

<http://www.infrastructure.gc.ca/plan/icp-publication-pic-eng.html>

Investing in Canada plan project map

<http://www.infrastructure.gc.ca/gmap-gcarte/index-eng.html>

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Contacts

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The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-06

Subject: Food and Organic Waste Management Plan
Essex-Windsor Solid Waste Authority

Recommendations

That Report PWES-2021-06, Food and Organic Waste Management Plan **be received** for information.

Background

On April 30, 2018, the Province issued a Food and Organic Waste Policy Statement (Policy Statement) pursuant to Section 11 of the 2016 Resource Recovery and Circular Economy Act, compelling some Ontario municipalities to achieve certain waste diversion targets related to food and organic waste generated by single family dwellings in urban areas by 2025. Part 1 of the Policy Statement states that “waste reduction and resource recovery of food and organic waste will help improve environmental outcomes, reduce greenhouse gas emissions and recover valuable nutrients, thus fostering a circular economy.”

Impacts of Policy Statement on Essex-Windsor Municipalities

The Policy Statement uses the following population and population density figures in order to identify which municipalities are required to achieve specific target rates and what type of collection will be required to be provided by the municipality:

- Population greater than 50,000 and a population density greater than or equal to 300 persons per square kilometer.

These criteria identify the **City of Windsor** as needing to provide **curbside collection** of food and organic waste to single-family dwellings in an urban settlement area and to achieve a **target rate of reduction of 70% by 2025**.

- Population greater than 20,000 but equal to or less than 50,000 and a population density greater than or equal to 100 persons per square kilometer.

These criteria identify **Amherstburg, LaSalle, Leamington and Tecumseh** as needing to provide **collection** of food and organic waste to single-family dwellings in an urban settlement area and to achieve a **target rate of reduction of 50% by 2025**.

Essex-Windsor municipalities that are **not required to achieve specific rates of reduction** for food and organic waste because their population and population densities do not fall within the criteria as noted above are **Essex, Kingsville and Lakeshore**.

Based on guidelines of the Policy Statement, the City of Windsor will be required to provide curbside collection, while the Towns of Amherstburg, LaSalle, Leamington and Tecumseh are to determine whether to provide curbside collection or if public drop off depots will be established in key locations.

Comments

Throughout 2020, there has been a number of meetings and discussions between the Essex-Windsor Solid Waste Authority (EWSWA) and the City of Windsor on how best to proceed in a collaborative approach to achieve the legislative target rates of reduction for the region.

An EWSWA Administrative report on the Food and Organic Waste Management Plan was presented at the October 6, 2020 Board Meeting, which resulted in a motion being passed that in summary included:

- The EWSWA Board approved the development and implementation of a Regional Food and Organics Waste Management Plan and that the funding for such form part of the EWSWA Budget consistent with the Landfill funding model.
- That a Food and Organic Waste Oversight Committee be comprised of municipal representatives from the City and the County of Essex as well as an Environmental Consultant for the development of the Regional Food and Organics Waste Management Plan.
 - A subsequent administrative report was requested by the EWSWA Board to make a recommendation as to which municipal representatives will comprise the Oversight Committee.
- The City of Windsor would be responsible for all technical aspects of the Regional Food and Organics Waste Management Plan development.

At the November 3, 2020 EWSWA Board Meeting a motion was passed as a result of an EWSWA Administrative report regarding the Food and Organic Waste Oversight Committee, which in summary included:

- The Food and Organic Waste Oversight Committee be comprised of members from the EWSWA, the City of Windsor and the County of Essex.
- The Oversight Committee strike a Technical Working Group.
- The seven County municipalities each appoint a staff member and an alternate whose role will be to participate in meetings of the Oversight Committee in order to observe, provide information, pose questions and act as resources to the process.
- The Oversight Committee would have the ability to make decisions regarding the engagement with the consultant, budget, and scope changes which may be based on progress reports and recommendations from the Technical Working Group.
- The Oversight Committee will report regularly to the EWSWA Board.

In November 2020, the City of Windsor engaged the consulting firm GHD Limited to undertake Phase 1 of the initial study, which includes consulting and project direction. A biosolids review and evaluation process will also take place, separate from the overall project, as this relates to the City of Windsor's needs. The City of Windsor had also reached out to the various County municipalities to determine if there is interest from those municipalities (who own a wastewater treatment facility) to co-process their biosolids with the regional food and organics.

The Oversight Committee held its inaugural meeting on November 17, 2020. The tasks for the first meeting of the Committee were to strike the Technical Working Group and to approve the Project Charter. The Technical Working Group will be comprised of representatives from the EWSWA, the City of Windsor and the County of Essex. As part of its work, the Technical Working Group will invite and engage with the representatives from the seven County municipalities to seek input and information that will serve to assist the consultant in its study. The representatives for the Town of Tecumseh are the Manager Roads & Fleet, Kirby McArdle, and the Director Public Works & Environmental Services, Phil Bartnik.

EWSWA Administrative reports were presented at the December 1, 2020 Board Meeting which resulted in a motion being passed endorsing the Project Charter and approval for the budget revisions regarding the Regional Food and Organics Waste Management Plan. Further information on EWSWA Board Meetings and Agendas, including Administrative reports can be found on the EWSWA website.

It is anticipated that an EWSWA Administrative report will be brought before the EWSWA Board in March 2021 with a recommendation of next steps and terms of the Request for Proposals.

Tecumseh Administration will report to Council with updates as to the progress of the study as it progresses.

Consultations

Financial Services

Financial Implications

At their October 6, 2020 meeting, the EWSWA Board approved the development and implementation of a Regional Food and Organics Waste Management Plan and that funding for such form part of the EWSWA Budget consistent with the Landfill funding model.

Funding for the Phase 1 budget will be a contribution from EWSWA Waste Reduction Reserve and will have no impact on the budgeted operational deficit for 2021. The breakdown of the Phase 1 project budget is as follows:

Budget Items	Organics Estimate	Biosolids Estimate*
1. City Project Management (Phase 1 only)	\$42,500	\$7,500
2. Engineering and Consulting – GHD Ltd.	\$112,625	\$19,875
3. Contingency	\$17,000	\$3,000
4. Non Recoverable HST	\$1,983	\$350
Grand Total Expenses	\$174,108	\$30,725

* Biosolids processing work related to Phase 1 will be paid for directly by the City of Windsor to an upset limit of \$30,725.

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:

Dana Reid
Clerk I Administrative Clerk

Reviewed by:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

None



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-07

Subject: 2021 Supply of Various Vehicles

Recommendations

It is recommended:

That Administration **be authorized** to obtain quotes for the 2021 Supply of Various Vehicles as **follows:**

1. Public Works Vehicle	Estimated Price
PW 11-12 1500 Pickup Truck	\$35,000
PW 04-10 Single Axle Plow Truck	\$295,000
2. Water Vehicle	Estimated Price
W 04-12 2500 Service Truck	\$90,000
W 07-12 1500 Pickup Truck	\$37,000
W 09-10 Backhoe	\$150,000
3. Parks Vehicles	Estimated Price
P 13-14 Kubota L5460 Tractor	\$35,000
P 26-11 Tilt Trailer	\$6,000
P 42-16 Kubota Utility Vehicle 4x4	\$15,000

P 43-16 Kubota Utility Vehicle 4x4 \$15,000

P 46-16 Kubota Utility Vehicle 4x4 \$15,000

4. Maintenance Vehicle Estimated Price

M 01-12 1500 Pickup Truck \$30,000

5. Fire Apparatus Estimated Price

F5-21 High Water Rescue Vehicle \$210,000

And that the following equipment **be declared** surplus and disposed of through Part VI, Disposal of Surplus or Scrap Materials and equipment of the Town's Purchasing By-law:

Public Works Vehicle Unit Number Year Purchased

PW 11-12 1500 Pickup Truck PW 11-12 2011

PW 04-10 Single Axle Plow PW 04-10 2009

Water Vehicle Unit Number Year Purchased

W 04-12 2500 Service Truck W 04-12 2012

W 07-12 1500 Pickup Truck W 07-12 2011

W 09-10 Backhoe (TBD) W09-10 2009

Parks Vehicle Unit Number Year Purchased

P13-14 Kubota L5460 P 13-14 2014

P26-11 Tilt Trailer P26-11 2011

P42-16 Kubota Utility Vehicle P42-16 2016

P43-16 Kubota Utility Vehicle P43-16 2016

P46-16 Kubota Utility Vehicle P46-16 2016

Maintenance Vehicle Unit Number Year Purchased

M01-12 Pickup Truck M01-12 2011

And further that Appendix A titled "Town of Tecumseh 2021-2030 Ten Year Fleet Funding and Replacement Schedules" and Appendix B titled "Town of Tecumseh 2021-2030 Ten Year Fire and Rescue Services Apparatus Funding and Replacement Schedules" attached

to Public Works & Environmental Services Report PWES-2021-07 **be adopted** as amended;

And furthermore that funding for the purchase of the 2021 Supply of Various Vehicles outlined in Appendix A in the amount of \$ 723,000 plus associated costs for outfitting, \$15,000, for a total of \$738,000 **be funded** from the Fleet Vehicle Reserve.

And furthermore that funding for the purchase of the 2021 Supply of Various Vehicles outlined in Appendix B in the amount of \$210,000 plus associated costs for outfitting, \$5,000, for a total of \$215,000 be funded from the Lifecycle Fire Apparatus Reserve, subject to confirmation of approval of the Town's Investing in Canada's Infrastructure Program (ICIP) application as per Report CAO-2021-03.

Executive Summary

The Town has implemented a Fleet Replacement Schedule (Schedule) to efficiently manage the Town's fleet in a cost effective manner. This Schedule is used as a guide for purchasing new vehicles and equipment in the designated years. Prior to replacing the vehicles, inspections are conducted to confirm the timing of the replacement and a re-evaluation of the type of vehicle for replacement is considered to ensure the new replacement vehicle best serves the needs of the particular department.

In accordance with the Schedule, and in consultation with Administration, twelve vehicles and/or pieces of equipment are recommended for purchase in 2021, including the following;

1. One pick-up truck and one plow truck for Public Works;
2. One service truck, one pick-up truck and one backhoe for the Water Division;
3. One tilt trailer, one tractor and three utility vehicles for the Parks Division;
4. One pick-up truck for the Maintenance Division; and
5. One HW Rescue Vehicle for Fire and Rescue Services

Following Council's approval to purchase the recommended vehicles and equipment, in the amount of \$953,000, requests for formal quotes for Supply of Various Vehicles (RFQs) will be prepared and advertised in accordance with the Town's Purchasing Policy.

Subsequent to the purchase and receipt of the new vehicles and equipment, the replaced vehicles and equipment will be declared surplus and sold at auction, in accordance with the Town's Purchasing Policy.

Background

Council, at their meeting held on February 11, 2020, adopted the as amended 2020-2029 Ten Year Fleet Replacement Schedule ("Fleet Replacement Schedule"), which was attached to Report PWES-2020-09 (Motion RCM-45/20). An annual report to Council outlining the recommended vehicles and equipment identified for replacement.

Comments

According to the Fleet Replacement Schedule and in consultation with Public Works, Water, Parks, Maintenance and Fire & Rescue, the following information on existing vehicles is provided for Council's consideration for 2021 fleet replacements/additions:

Public Works

1. PW 11-12 1500 Pick-up truck - \$35,000

This vehicle has over 100,675 kilometers on it. It has been used for all Public Works functions (i.e. road patrol to service calls), but specifically as the on-call leader's vehicle. It is driven extensively for service requests and all daily duties and has reached the end of its useful life. Administration recommends replacement of this vehicle in accordance with the replacement schedule of 8-10 years due to the conditions of use and the current practice of replacement prior to incurring considerable expenses for repair.

2. PW 04-10 Single Axle Plow Truck - \$295,000

This vehicle has over 36,000 kilometers. It has been used for all Public Works winter control operations and has reached its useful life expectancy. These trucks are used in harsh conditions under heavy loads, which takes a toll on the lifespan of the vehicle, regardless of the mileage used. Constant low speed operations wear on the drivetrain of these large vehicles. Administration recommends continuing with the replacement schedule due to the conditions of use and the current practice of replacement prior to incurring considerable expenses for repairs.

Water

1. W 04-12 2500 Service Truck - \$90,000

Administration, in consultation with the Water Services Division, reviewed the fleet complement in 2019 and recommended that this vehicle be replaced in 2020. There are 143,030 kilometers on this vehicle, which is the primary meter service truck. In recent years, this truck has had recurring ignition problems that have been costly to repair. This vehicle was the first year the Town utilized a reduced size aluminum service body and it's starting to lose its paint in some areas. Administration recommends replacement in accordance with the replacement schedule of 8-10 years due to the conditions of use and the current practice of replacement prior to incurring considerable expenses for repair.

2. W 07-12 1500 Pick-up Truck – \$37,000

This vehicle has over 98,278 kilometers on it and has been used for all everyday Water Service Division functions (i.e. meter reads, broken mains, service calls) and specifically as a meter reading vehicle. It is driven extensively for reading meters and all daily duties and has reached the end of its useful life. Administration recommends replacement in accordance with the replacement schedule of 8-10 years due to the conditions of use and the current practice of replacement prior to incurring considerable expenses for repair.

3. W 09-10 Backhoe - \$150,000

There are 3,916 hours of service on this piece of equipment, which is used by the Water Services Division for repairing watermain breaks. This backhoe is called upon at all times of the year and must be functional and ready to go. It has been maintained over its life; however, the life of such equipment is measured in hours-of-use as opposed to age. At this point, we must consider that this unit will still get a good return or trade at auction which will help to offset the cost of a new backhoe. Consideration will also be given to repurpose it to Public Works to replace another machine that is experiencing significant repairs at this time. This unit functions cross departmentally in Public Works during the winter control season to provide cul-de-sac clearing. This unit will be inspected and reviewed in conjunction with the other two backhoes in the Town Fleet, PWES-02-13 and PWES 03-14 in order to make the most cost effective decision for the Town with respect to repurposing or disposing of this unit. Repurposing this unit to replace another unit that has incurred significant repair costs will be seriously considered in order to achieve the most effective overall use of Town funds in operation and maintenance.

Parks

1. P 13-14 Kubota L5460 Tractor - \$35,000

The Parks Department has a fleet of three tractors used almost on a daily basis. The largest of the tractors is the Kubota 5460, used for turf improvement applications such as aerating, rolling and fertilizing as well as moving soil, sand and baseball clay as needed. This machine has been dependable to date, but did require an expensive front-end repair in 2020 indicating that further major repairs can be expected. The tractor has logged 1,276 hours to date, beyond the ideal limit of 1,000 to ensure a fair trade-in value. Replacing it now will ensure a reasonable trade-in value, while providing a new machine that will be covered under a three-year warranty.

2. P 26-11 Tilt Trailer - \$ 6,000

The Parks Department has a total of seven trailers, including the Tilt Trailer that was purchased in 2012. This 8-year old trailer is now showing signs of rust and weakening of the metal frame, as well as worn tires. Replacing it now will ensure that it is in safe working condition, especially in light of increased road-side inspections by the Ministry of Transportation which has been targeting work trailers in their inspections.

3. P 42-16, P 43-16, P 46-16 Kubota Utility Vehicle, 4X4 - \$15,000/ea.

There are three RTV Utility Vehicles in the Parks fleet and these machines have proven to be extremely useful in the day-to-day operations of the department. They have come to be just as useful as our pickup trucks and in some cases, more preferable due to their smaller size. The hours on the three units are 1,717, 1,545 and 1,629, which is over a preferred total of 1,000 hours each for maximum trade in value. It is staff's opinion that they should still attract a fair trade-in value. They are ideal for use within the parks since pedestrians find them less obtrusive when they are used along the trails. This is especially true in Lakewood, since there is almost constant pedestrian traffic along the trail system. One of the units is also dedicated to floating the infield clay on the baseball diamonds. While another one of the units is closed and equipped with a snow plow and salter that is very useful for winter control along walking trails.

It is proposed to replace one of the existing open units with a closed unit to assist in future winter control of sidewalks and trails.

Maintenance

1. M 01-12 1500 Pick-up Truck - \$30,000

This vehicle has over 122,262 kilometers on it and has been used for all Town maintenance functions (i.e. service calls to facilities, streetlight inspections and traffic light callouts) but specifically, as the on-call maintenance vehicle for the Facilities Maintenance Division. It is driven extensively for service requests and all daily duties and has reached its useful life span. Administration recommends replacement in accordance with the replacement schedule of 8-10 years due to the conditions of use and the current practice of replacement prior to incurring considerable expenses for repair.

Fire & Rescue

1. F5-21 High Water Rescue Vehicle - \$210,000

This vehicle is an addition to the Fire Apparatus fleet and improves emergency response during flooding events. At its meeting held January 12, 2021, Council approved a transfer of \$210,000 from the Lifecycle Buildings Reserve to the Lifecycle Fire Apparatus Reserve for the purchase of this vehicle, subject to confirmation of approval of the Town's Investing in Canada's Infrastructure Program (ICIP) application.

Annual Fleet Replacement Costs

Appendix 'A' (attached) provides an updated summary of the annual fleet replacement costs scheduled for each department. The updated schedules reflect adjustments to the future costs based on current equipment values. Administration recommends that Council adopt the updated Appendix 'A' titled "Town of Tecumseh 2021-2030 Ten Year Fleet Funding and Replacement Schedules" attached to the Public Works & Environmental Services Report No. PWES-2021-07.

Appendix 'B' (attached) provides an updated summary of the annual fire apparatus replacement costs scheduled for the Fire and Rescue Services department. The updated schedules reflect adjustments to the future costs based on current equipment values. Administration recommends that Council adopt the updated Appendix B titled "Town of Tecumseh 2021-2030 Ten Year Fire and Rescue Services Apparatus Funding and Replacement Schedules" attached to Public Works & Environmental Services Report No. PWES-2021-07. Following Council's Approval of Report PWES-2021-07, Administration will prepare a "Request for Formal Quotes for Supply of Various Vehicles" (RFQ) with reference to the above noted vehicles to be replaced in accordance with the Town's Purchasing Policy. The RFQ's will be advertised on the Town's website. Each Manager will also prepare a list of suppliers and invitations to download the RFQ to each supplier.

Green Fleet Considerations

Administration is continuing to investigate the Electric Vehicle Chargers Ontario (EVCO) grant program to create a network of public electric fast charging stations. The EVCO program is designed to cover the purchase and installation cost of public fast-charging stations along major transportation corridors and in urban centres across the province. With advancements in electric vehicle production, the Town is investigating opportunities to incorporate these new initiatives into the Town Fleet component.

Surplus

Following Council's approval of the recommendations within this report, and upon receipt of the new equipment, Administration proposes that the replaced vehicles be declared Surplus or Scrap Materials and Equipment and sold at auction.

1. Public Works:

Vehicle	Unit Number	Year Purchased
PW 11-12 1500 Pickup Truck	PW 11-12	2011
PW 04-10 Single Axle Plow	PW 04-10	2009

2. Water:

Vehicle	Unit Number	Year Purchased
W 04-12 2500 Service Truck	W 04-12	2012
W 07-12 1500 Pickup Truck	W 07-12	2011
W 09-10 Backhoe (TBD)	W 09-10	2009

3. Parks:

Vehicle	Unit Number	Year Purchased
P 13-14 Kubota L5460	P 13-14	2014
P 26-11 Tilt Trailer	P 26-11	2011
P 42-16 Kubota Utility Vehicle 4x4	P 42-16	2016
P 43-16 Kubota Utility Vehicle 4x4	P 43-16	2016
P 46-16 Kubota Utility Vehicle 4x4	P 46-16	2016

4. Maintenance:

Vehicle	Unit Number	Year Purchased
M 01-12 5100 Pickup Truck	M 01-12	2011

The equipment can be disposed of through Part VI, Disposal of Surplus or Scrap Materials and Equipment, of the Town's Purchasing By-law that states:

- a) All departments shall notify the Treasurer when items become obsolete or surplus to their requirements to ascertain if the items can be of use by another department rather than disposed of.
- b) Items that are not claimed for use by another department may be offered for sealed bids, public auction or other public sale, depending in the opinion of the Treasurer on which method is most suitable for the equipment or material involved.
- c) A major auction shall be held annually or as required dependent upon individual circumstances such as delivery of replacement items and storage capacity.
- d) The revenue from the sale of obsolete material shall be credited to the appropriate account.

Surplus vehicles/equipment continue to be made available to Town Employees through public auctions per Part VI of the Town's Purchasing By-law. Town staff will be notified of the date and location of the impending auction.

According to the Ten Year Fleet Replacement Schedules as referenced in Motion RCM 214/09, "As Fleet vehicles and Fire Apparatus are sold, net proceeds to be allocated to the

Fleet Lifecycle Reserve and Fire Apparatus Lifecycle Reserve respectively”. The intent will be to follow the recommendation and place the net proceeds into the appropriate reserve.

Consultations

Financial Services
Fire & Emergency Services
Parks & Recreation Services

Financial Implications

The replacement values used in Appendix ‘A’ are based on the original estimates provided by Covenco Ltd. in its report dated March 2007 adjusted forward for known changes based on recent purchases and quotes.

The replacement values used in Appendix ‘B’, Fire and Rescue apparatus are based on the original estimates provided by Covenco Ltd., in its report dated March 2007, adjusted forward for known changes based on recent quotations.

In addition to the purchase cost of the vehicles there is an associated cost to “outfit” them for their intended use. The cost associated with outfitting each of the vehicles is approximately \$3,000 for a total cost of \$15,000.

The estimated cost net of recoverable taxes is \$723,000 plus \$15,000 for a total of \$738,000.

During the 2021 budget process, the annual allocation for Lifecycle Fleet was increased by \$16,000 to accommodate the adjusted costs for the Town Fleet replacements realized through the 2020 tendering process. This increased the annual allocation from the general tax levy from \$424,000 to \$440,000.

During the development of this report, replacement costs of larger vehicles, such as the Single Axle Plow Truck identified in the Recommendations section of this report, were found to have increased significantly. As such, replacement costs in the accompanying schedules have been increased from \$230,000 at time of purchase to \$295,000. Similarly, replacement costs of Tandem Axle Plow Trucks have been increased from \$290,000 to \$350,000.

These increases incorporated in the accompanying schedules now project a reserve deficit by 2028. Inflationary increases to the annual Lifecycle Fleet Allocation should be considered during the 2022 budget process. As well, an update to the Town’s Fleet Review Study (Covenco 2007) is being contemplated for 2021 or the first quarter of 2022.

Under the current Schedule ‘A’, fleet replacement will be fully funded up to year seven of this ten-year period. Considering the significant inflationary increases reflected in replacement costs of this report, further analysis should be undertaken to determine timing and amount of increases to the Lifecycle Fleet Allocation to address the projected deficit.

Under the current Schedule ‘B’, Fire and Rescue apparatus replacement will be in a significant deficit position at year eight of the ten-year period. These vehicles have longer replacement schedules and are impacted by currency exchange fluctuations, which combined can

potentially create a significant gap in actual replacement costs when the time comes to replace the vehicle. As such, Administration recommends that replacement costs for all units be updated every five years to ensure the annual budget allocation is sufficient. The last such update was performed in 2016 and those replacement costs are reflected in Schedule 'B'. Additionally, an increase to the annual Lifecycle Fire Apparatus Reserve allocation should be considered during the 2022 budget process.

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:

Kirby McArdle, P.Eng.
Manager Roads & Fleet

Reviewed by:

Paul Anthony, RRFA
Director Parks & Recreation Services

Reviewed by:

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

Reviewed by:

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

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	Appendix A Town of Tecumseh 2021-2030 Ten Year Funding and Replacement Schedules
2	Appendix B Town of Tecumseh 2021-2030 Ten Year Fire and Rescue Services Apparatus Funding and Replacement Schedules

Appendix A

Town of Tecumseh 2021-2030 Ten Year Fleet Funding and Replacement Schedules

Account	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Reserve Carried Forward	\$1,021,400	\$ 843,400	\$ 915,300	\$ 427,400	\$229,100	\$260,600	\$192,400	\$ 67,100	\$(185,900)	\$ (66,900)
Fleet Lifecycle	\$ 440,000	\$ 460,000	\$ 480,000	\$ 500,000	\$520,000	\$520,000	\$520,000	\$520,000	\$ 520,000	\$520,000
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Provincial (Transit)	\$ -	\$ -	\$ 63,000	\$ 63,000	\$ -	\$ -	\$ -	\$ 63,000	\$ 63,000	\$ -
Water Fleet LC	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Wastewater Fleet LC	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000	\$ 60,000
Total Funds Available	\$1,581,400	\$1,423,400	\$1,578,300	\$1,110,400	\$869,100	\$900,600	\$832,400	\$770,100	\$ 517,100	\$573,100

Appendix A

Town of Tecumseh

2021-2030 Ten Year Fleet Funding and Replacement Schedules

Department	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Public Works	\$330,000	\$385,000	\$ 480,000	\$530,000	\$470,000	\$360,000	\$415,000	\$ 352,000	\$ -	\$ 65,000
Parks	\$ 86,000	\$115,000	\$ 318,000	\$107,000	\$107,000	\$270,000	\$ 55,700	\$ 227,000	\$244,000	\$ 77,000
Water	\$277,000	\$ -	\$ 115,000	\$ 30,000	\$ -	\$ 32,000	\$212,600	\$ 55,000	\$ -	\$ -
Building	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Administration	\$ -	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Command	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 20,000	\$ -
Recreation	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 50,000	\$110,000	\$110,000
Transit	\$ -	\$ -	\$ 190,000	\$190,000	\$ -	\$ -	\$ -	\$ 190,000	\$190,000	\$ -
Sub-total	\$723,000	\$500,000	\$1,132,000	\$857,000	\$595,000	\$692,000	\$738,300	\$ 929,000	\$564,000	\$282,000
Committed - carry forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outfitting (\$3k per vehicle)	\$ 15,000	\$ 8,100	\$ 18,900	\$ 24,300	\$ 13,500	\$ 16,200	\$ 27,000	\$ 27,000	\$ 20,000	\$ 20,000
Total Expenditure	\$738,000	\$508,100	\$1,150,900	\$881,300	\$608,500	\$708,200	\$765,300	\$ 956,000	\$584,000	\$302,000
Ending Balance	\$843,400	\$915,300	\$ 427,400	\$229,100	\$260,600	\$192,400	\$ 67,100	\$(185,900)	\$ (66,900)	\$271,100

Appendix A
Town of Tecumseh
2021-2030 Ten Year Fleet Replacement Schedule - Public Works

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year to Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
PW 03-12	2011	Tandem axle pre wet w/wing	Mack (tandem axle pre wet w/wing)	\$ 320,000	7 to 10	2021	\$ -	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 05-13	2012	Single axle pre wet	Freightliner SD180 (single axle/pre wet)	\$ 295,000	7 to 10	2023	\$ -	\$ -	\$ 295,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 07-11	2011	3500 Dump	Dodge 3500 Dump Body	\$ 65,000	10	2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,000
PW 08-12	2012	3500 Dump	Dodge 3500 Aluminum Dump Body	\$ 65,000	10	2022	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 02-18	2018	1500 Ext Cab	GMC Ext Cab1500	\$ 35,000	8	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -
PW 10-15	2014	1500 Reg Cab	Dodge 1500 4X4	\$ 35,000	10	2024	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 09-12	2012	1500 Ext Cab	Dodge Ext Cab 1500	\$ 35,000	11	2023	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 11-12	2011	1500 Ext Cab	Dodge Ext Cab 1500	\$ 35,000	11	2021	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 12-12	2012	2500 Crew Cab	GMC 2500 Crew Cab	\$ 35,000	7 to 10	2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -
PW 13-15	2014	Single axle pre wet	Mack (single axle pre wet)	\$ 295,000	7 to 10	2023	\$ -	\$ -	\$ -	\$ 295,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 15-16	2015	Single axle pre wet	Freightliner SD180 (single axle/pre wet)	\$ 295,000	7 to 10	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 295,000	\$ -	\$ -	\$ -	\$ -
PW 06-18	2018	1500 Ext Cab	Chevy Extended Cab 4 X 4-Storm Sewer	\$ 32,000	7 to 10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ -	\$ -
PW 16-15	2014	Tandem axle w/wing	Mack (tandem axle w/wing)	\$ 320,000	7 to 10	2024	\$ -	\$ -	\$ -	\$ -	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -
PW 01-18	2018	Tandem axle pre wet w/wing	Freightliner (tandem axle pre wet w/wing)	\$ 320,000	7 to 10	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000	\$ -	\$ -	\$ -
PW 04-10	2010	Single axle pre wet w/wing	International (single axle pre wet w/wing)	\$ 295,000	7 to 10	2020	\$ 295,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PW 14-18	2018	1500 Reg Cab	Chevy Extended Cab 4x4 Truck- Drainage	\$ 30,000	7 to 10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -
PWE 02-13	2013	Backhoe	Cat 420F Backhoe	\$ 150,000	10 to 15	2028	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PWE 03-14	2014	Backhoe	Case 580 WT Backhoe	\$ 150,000	10 to 15	2029	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PWE 04-13	2013	Sweeper	Elgin Whirlwind Sweeper	\$ 290,000	15 to 20	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 290,000	\$ -	\$ -
PWE 05-01	2013	-	Trackless M6	\$ 150,000	10	2025	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -
PWE 05-01	2016	Flail Boom	Trackless Attachment-Flail Boom	\$ 30,000	10	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
PWE 11-12	2012	Tractor	Zetor Tractor with Bucket/Snow Box	\$ 60,000	15	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ -	\$ -	\$ -
PWE 12-17	2011	Skid Steer-Loader	Bobcat S-185 - from Parks Dept.	\$ 50,000	6	2024	\$ -	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals				\$ 3,387,000			\$ 330,000	\$ 385,000	\$ 480,000	\$ 530,000	\$ 470,000	\$ 360,000	\$ 415,000	\$ 352,000	\$ -	\$ 65,000

Appendix A
Town of Tecumseh
2021-2030 Ten Year Fleet Replacement Schedule - Parks

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year To Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
P1-17	2017	2500 Crew Cab	Dodge 2500 H.D. Crew Cab	\$ 37,000	9	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ -
P2-16	2016	1500 Reg Cab	Dodge 1500 Reg Cab	\$ 22,000	8	2024	\$ -	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P3-16	2016	1500 Ext Cab	Dodge 1500 Crew Cab	\$ 29,000	8	2024	\$ -	\$ -	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P4-18	2018	2500 Reg Cab	Dodge 2500 Reg Cab Long Box	\$ 35,000	8	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -
P5-12	2012	2500 Crew Cab	GMC 2500 Crew Cab	\$ 37,000	10	2022	\$ -	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P6-12	2011	2500 Crew Cab	Dodge 2500 Crew Cab	\$ 37,000	8	2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 37,000	\$ -	\$ -	\$ -
P7-16	2016	3500 Dump	Ford 3500 with Dump body	\$ 65,000	10	2025	\$ -	\$ -	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ -	\$ -	\$ -
P8-16	2016	1500 Ext Cab	Dodge 1500 Extend Cab	\$ 35,000	8	2024	\$ -	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P50-11	2017	Skid-Steer Loader	Kubota SSV75P Skid Steer	\$ 50,000	6	2023	\$ -	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ -
P10-14	2014	Tractor - Utility	Kubota L4600 Tractor	\$ 35,000	8	2023	\$ -	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P11-15	2015	Tractor - Utility	Kubota 4701 Tractor	\$ 35,000	8	2022	\$ -	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
P12-09	2009	Tractor - Compact	Kubota B3030 HSDC Tractor	\$ 35,000	8	2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000
P13-14	2014	Tractor - Utility	Kubota L5460 Tractor	\$ 35,000	8	2021	\$ 35,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,000	\$ -
P26-11	2011	Trailer Dump	Trailer Dump 6'x10'	\$ 6,000	8	2021	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -
P25-18	2018	Trailer Dump	Trailer Landscape 12'	\$ 5,200	8	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200	\$ -	\$ -	\$ -
P21-18	2018	Trailer Landscape	Trailer Landscape 20'	\$ 6,000	8	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -
P22-14	2014	Trailer Landscape	Trailer Landscape 20' hard side	\$ 6,000	8	2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -
P23-12	2012	Trailer Tilt	Tilt Trailer 20'	\$ 7,500	7	2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ -	\$ -
P24-14	2014	Trailer Flat Bed	Flat Bed 8 X 22 Trailer	\$ 7,000	8	2022	\$ -	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
P20-17	2017	Trailer Landscape	Trailer Landscape 22'	\$ 6,000	8	2025	\$ -	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -
P31-16	2016	Mower - Large Area Rotary	Jacobson HR700 Mower	\$ 80,000	3	2019	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ 80,000	\$ -
P30-18	2018	Mower - Wide Area Rotary	Jacobson HR700 Mower	\$ 80,000	5	2023	\$ -	\$ -	\$ 80,000	\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ -
P32-17	2017	Mower - Zero-Turn	Kubota ZD1211 Mower	\$ 14,000	3	2020	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -
P33-17	2017	Mower - Zero-Turn	Kubota ZD1211 Mower	\$ 14,000	3	2020	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -
P34-17	2017	Mower - Zero-Turn	Kubota ZD331 Mower	\$ 14,000	3	2020	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -
P36-16	2016	Mower - Zero-Turn	Kubota 331 Mower	\$ 18,000	3	2019	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -
P35-17	2017	Mower - Zero-Turn	Kubota ZD1211 Mower	\$ 15,000	3	2020	\$ -	\$ -	\$ 19,000	\$ -	\$ -	\$ 19,000	\$ -	\$ -	\$ 19,000	\$ -
P37-16	2016	Mower - Zero-Turn	Kubota 331 Mower	\$ 15,000	3	2019	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ 18,000	\$ -	\$ -
P42-16	2016	Utility Vehicle	Kubota Utility 900 4X4	\$ 15,000	5	2021	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
P43-16	2016	Utility Vehicle	Kubota Utility 1100 4X4	\$ 15,000	5	2021	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
P46-16	2016	Utility Vehicle	Kubota Utility 900 4X4	\$ 15,000	5	2021	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -
P40-08	2018	Chipper	Vermeer Chipper VC1500	\$ 85,000	10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 85,000	\$ -	\$ -
P41-05	2005	Aerator	Aerway Aerator	\$ 10,000	15	2020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P60-13	2013	Top Dresser	Verti-Drain Rink 2020 Top Dresser	\$ 20,000	15	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -	\$ -
P61-09	2009	Overseeder	Brillion Overseeder BOS4F2	\$ 15,000	15	2024	\$ -	\$ -	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P62-14	2014	Truck Bed Salter	Truck Bed Salter	\$ 6,000	10+	2024	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 961,700			\$ 86,000	\$115,000	\$ 318,000	\$ 107,000	\$ 107,000	\$ 270,000	\$ 55,700	\$ 227,000	\$ 244,000	\$ 77,000

Appendix A
Town of Tecumseh
2021-2030 Ten Year Fleet Replacement Schedule - Water

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year To Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
W1-18	2018	1500 Ext Cab	Dodge 3500 Cab and Service Body	\$ 55,000	7 to 10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ -
W2-14	2013	1500 Ext Cab	Dodge 1500 Ext Cab	\$ 30,000	7 to 10	2024	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
W3-14	2013	4500 Service	Ford F-450 Service Truck	\$ 115,000	7 to 10	2023	\$ -	\$ -	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
W4-12	2011	1500 Ext Cab	GMC Sierra Ext Cab Service Truck	\$ 90,000	7 to 10	2020	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
W5-16	2015	Tandem Axle	International Tandem Axle	\$ 210,000	7 to 10	2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ -	\$ -	\$ -
W6-11	2010	5500 Service	Ford F-550 HD Service Truck	\$ 115,000	7 to 10	2019	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
W7-12	2011	1500 Ext Cab	Dodge 1500 Ext Cab	\$ 37,000	7 to 10	2021	\$ 37,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
W8-17	2017	1500 Ext Cab	Dodge Extended Cab 4 X 4	\$ 32,000	7 to 10	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ -	\$ -
WE9-10	2010	Backhoe	John Deere 310D Backhoe	\$ 150,000	7 to 10	2021	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WE10-04	2004	Trailer	Utility Trailer	\$ 2,600	8	2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600	\$ -	\$ -	\$ -
Total				\$ 836,600			\$ 277,000	\$ -	\$ 115,000	\$ 30,000	\$ -	\$ 32,000	\$ 212,600	\$ 55,000	\$ -	\$ -

Appendix A

Town of Tecumseh

2021-2030 Ten Year Fleet Replacement Schedule - Building

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year To Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
B1-15	2015	SUV	Dodge Journey	\$ 18,000	10	2025	\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ -
B2-20	2020	1500 Reg Cab	GMC Pick-up Sierra	\$ 25,000	10	2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
Total				\$ 43,000			\$ -	\$ -	\$ -	\$ -	\$ 18,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000

Appendix A
Town of Tecumseh
2021-2030 Ten Year Fleet Replacement Schedule - Administration

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year To Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
N/A	2003	Trailer Enclosed	OPP TRAILER (Graffiti Trailer) (1/3 Lakeshore/Kingsville/Tecumseh)	\$ 29,000	20	2023	\$ -	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N/A	2007	Generator	Generator - Emergency back-up for Tecumseh Complex	\$ 500,000	40	2047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PE20-00	2000	Trailer Enclosed	Enclosed Trailer 8 X 22 (from Parks)	\$ 20,000	8	N/A	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 549,000			\$ -	\$ -	\$ 29,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Appendix A

Town of Tecumseh

2021-2030 Ten Year Fleet Replacement Schedule - Fire Command

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year To Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
F1-18	2018	Pickup Truck	Ford SSV 4X4 Extended Cab (Command 2)	\$ 55,000	8	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ -	\$ -
F2-19	2019	SUV	Chevrolet Tahoe (Command 1)	\$ 45,000	8	2018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ -	\$ -
F4-16	2016	Minivan	Dodge MiniVan	\$ 20,000	12	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000	\$ -
Total				\$ 120,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ 20,000	\$ -

Appendix A

Town of Tecumseh

2021-2030 Ten Year Fleet Replacement Schedule - Recreation

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year to Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
M01-12	2011	1500 Reg Cab	Dodge Ram 1500	\$ 30,000	10	2021	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AM01-14	2014	1500 Reg Cab	Dodge Ram 1500	\$ 30,000	10	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ -
M02-18	2018	1500 Reg Cab	Chevy 1500 Ext. Cab	\$ 25,000	10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -
R01-18	2018	Mini Van	Dodge Mini Van	\$ 25,000	10	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000	\$ -	\$ -
F01-20	2020	1500 Reg Cab	GMC	\$ 25,000	10	2031	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AE3-19	2019	Ice Resurfacer	Zamboni	\$ 110,000	10	2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000	\$ -
AE4-20	2020	Ice Resurfacer	Zamboni	\$ 110,000	10	2030	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Totals				\$ 355,000			\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000	\$ -	\$ 50,000	\$ 110,000	\$ 110,000

Appendix A
Town of Tecumseh
2021-2030 Ten Year Fleet Replacement Schedule - Transit

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span (yrs)	Year to Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
T01-09	2017	15 Passenger Bus	Crestline - Ford E-450	\$ 190,000	5	2015	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000	\$ -	\$ -
T02-10	2011	15 Passenger Bus	Ford E450	\$ 190,000	5	2016	\$ -	\$ -	\$ -	\$ 190,000	\$ -	\$ -	\$ -	\$ -	\$ 190,000	\$ -
Totals				\$ 380,000			\$ -	\$ -	\$ 190,000	\$ 190,000	\$ -	\$ -	\$ -	\$ 190,000	\$ 190,000	\$ -

Appendix B

Town of Tecumseh

2021-2030 Ten Year Fire and Rescue Services Apparatus Funding Schedule

Account	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Reserve Carried Forward	\$ 1,165,000	\$ 1,144,000	-\$ 338,000	-\$ 144,000	\$ 50,000	\$ 244,000	-\$ 268,000	-\$ 74,000	-\$ 586,000	-\$ 1,098,000
Apparatus Lifecycle	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000	\$ 194,000
Total Funds Available	\$ 1,359,000	\$ 1,338,000	-\$ 144,000	\$ 50,000	\$ 244,000	\$ 438,000	-\$ 74,000	\$ 120,000	-\$ 392,000	-\$ 904,000

Appendix B

Town of Tecumseh

2021-2030 Ten Year Fire and Rescue Services Apparatus Replacement Schedule

Department	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Fire Apparatus	\$ 210,000	\$1,670,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	\$ 700,000	\$ -
Sub-total	\$ 210,000	\$1,670,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	\$ 700,000	\$ -
Committed - carry forward	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Outfitting	\$ 5,000	\$ 6,000	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000	\$ 6,000	\$ -
Total Expenditure	\$ 215,000	\$1,676,000	\$ -	\$ -	\$ -	\$ 706,000	\$ -	\$ 706,000	\$ 706,000	\$ -
Ending Balance	\$1,144,000	-\$ 338,000	-\$ 144,000	\$50,000	\$244,000	-\$ 268,000	-\$ 74,000	-\$ 586,000	-\$ 1,098,000	-\$ 904,000

Appendix B

Town of Tecumseh

2021-2030 Ten Year Fire and Rescue Services Apparatus Replacement Schedule

Unit Number	Year Purchased	Type	Make	Replacement Value	Life Span	Year to Replace	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
104	2017	Rescue	Fort Garry (Pumper/Rescue 1)	\$ 700,000	20	2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N/A	2008	Engine	Smeal (Engine 1)	\$ 700,000	15*	2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -
92	2009	Engine	Smeal (Engine 2)	\$ 700,000	15*	2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -
94	2006	Rescue	Rosenbauer Engine Tanker (Rescue 2)	\$ 700,000	20	2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ -	\$ -	\$ -
N/A	2002	Aerial	Sutphen Platform (Truck 1)	\$ 1,600,000	20	2022	\$ -	\$ 1,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F3-08	2008	2500 Crew Cab	Ford 250 (Squad 2)	\$ 70,000	12	2022	\$ -	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
F5-xx	N/A	HW Rescue	Fleet addition for 2021	\$ 210,000	12	2031	\$ 210,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
N/A	2019	Rescue Boat		\$ 10,000			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 4,690,000			\$ 210,000	\$ 1,670,000	\$ -	\$ -	\$ -	\$ 700,000	\$ -	\$ 700,000	\$ 700,000	\$ -



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-08

Subject: Tecumseh (Water) Distribution System
Ministry of the Environment, Conservation and Parks
2020 Inspection Report

Recommendations

It is recommended:

That the Ministry of the Environment, Conservation and Parks Inspection Report for the Tecumseh (Water) Distribution System, dated December 7, 2020, **be received**.

Background

Under the *Safe Drinking Water Act, 2002*, (Act) the Ministry of the Environment, Conservation and Parks (MECP) carries out annual inspections of Municipal Residential Drinking Water Systems (MRDWS). The objective is to determine the compliance of MRDWS with requirements under the Act, associated regulations and MECP Certificates of Approval.

The Act includes a statutory standard of care for individuals who exercise decision-making authority over municipal drinking water systems. This duty of care applies to Members of Council. Justice Dennis O'Connor, in his Report of the Walkerton Inquiry, indicated that "given that the safety of drinking water is essential for public health, those who discharge the oversight responsibility of the municipality should be held to a statutory standard of care."

Town of Tecumseh Council are the Owners of the MRDWS and are responsible for ensuring that their drinking water systems:

- Provide water that meets all prescribed drinking water quality standards;

- Operate in accordance with the Act and its regulations, and are kept in a fit state of repair;
- Are appropriately staffed and supervised by qualified persons;
- Comply with all sampling, testing and monitoring requirements; and
- Meet all reporting requirements.

Comments

The MECP carried out an inspection of the Tecumseh Water Distribution System on December 7, 2020. The inspection covers the period from January 1, 2020 to November 30, 2020.

Due to the COVID-19 pandemic, the inspection was conducted remotely by the Provincial Officer – Water Inspector, Neil Gilbert and involved a telephone interview and email correspondence with Brad Dupuis, Manager Water & Wastewater and Overall Responsible Operator for the Tecumseh Water Distribution System.

Inspection Procedure

The purpose of the MECP inspection is to confirm compliance with provincial legislation, associated regulations and MECP Certificates of Approval.

The MECP inspector reviewed the Town's records and documented findings of its inspections for the following:

- 1) Distribution System
- 2) Operational Manuals
- 3) Logbooks
- 4) Contingency/Emergency Planning
- 5) Security
- 6) Consumer Relations
- 7) Certification and Training
- 8) Water Quality Monitoring
- 9) Water Quality Assessment
- 10) Report and Corrective Action

In addition, the inspector reviewed Water Services Division standard operating procedures and conducted telephone interviews with Water Services Division staff. Based on the results of both the reviews and interviews, the MECP inspector prepared his final inspection report that was received by the Town on January 14, 2021.

Results of Inspection Report

The Town's water distribution system did not have any non-compliance issues with regulatory requirements.

The Inspection Summary Rating Record (IRR), included in the appendix of the inspection report, provides the MECP, the system owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

The Town's inspection risk rating is 0.00% and the final inspection rating is 100.00%. Those ratings represent the best possible rating achievable.

The Tecumseh drinking water system continues to achieve excellent inspection results with low Risk Ratings and high Inspection Ratings. These ratings are the result of the exceptionally dedicated and competent staff with the support of Administration and Council.

The Water Services Division communicates with our consumers on the state of Tecumseh's drinking water on an annual basis through our drinking water reports. Subsequent to Council's review of the MECP 2020 Inspection Report, a copy of said report will be posted on the Town's website.

Consultations

Ministry of the Environment, Conservation and Parks

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

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

Communications

Not applicable ☐

Website ☒ Social Media ☐ News Release ☐ Local Newspaper ☐

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

Prepared by:

Cheryl Curran, BES
Project Technician

Reviewed by:

Brad Dupuis, C. Tech.
Manager Water & Wastewater Services, O.R.O.

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

**Attachment
Number**

**Attachment
Name**

1

Ministry of the Environment, Conservation and Parks Tecumseh
Distribution System Inspection Report, dated December 7, 2020

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement, de la
Protection de la nature et des Parks

Southwestern Region

Direction régionale du Sud-Ouest

620 – 4510 Rhodes Drive
Windsor ON N8W 5K5

Tel.: 519 948-1464

Fax.: 519 948-2396

TTY: 416 456-1234

620 – 4510, chemin Rhodes
Windsor ON N8W 5K5

Tél. : 519 948-1464

Télec. : 519 948-2396

ATS : 416 456-1234

File# SI-ES-TE-540

January 14, 2021

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

Attention: Margaret Misk-Evans, CAO
mevans@tecumseh.ca

Dear Ms. Misk-Evans;

Re: Tecumseh Water Distribution System
Inspection Report

Please find enclosed the Drinking Water System Inspection Report for the Tecumseh Distribution System (DWS#260004969). This year's unannounced inspection was conducted remotely and the telephone interview/questionnaire was held on December 7, 2020. There was no physical inspection conducted at your drinking water system this year.

Section 19 of the Safe Drinking Water Act (Standard of Care) creates a number of obligations for individuals who exercise decision-making authority over municipal drinking water systems. Please be aware that the Ministry has encouraged such individuals, particularly municipal councillors, to take steps to be better informed about the drinking water systems over which they have decision-making authority. These steps could include asking for a copy of this inspection report and a review of its findings. Further information about Section 19 can be found in *"Taking Care of Your Drinking Water: A guide for members of municipal council"* found on the Drinking Water Ontario website at www.ontario.ca/drinkingwater.

In order to measure individual inspection results, the Ministry has established an inspection compliance risk framework based on the principles of the Inspection, Investigation & Enforcement (II&E) Secretariat and advice of internal/external risk experts. The Inspection Summary Rating Record (IRR), included as Appendix B of the inspection report, provides the Ministry, the system

owner and the local Public Health Units with a summarized quantitative measure of the drinking water system's annual inspection and regulated water quality testing performance.

IRR ratings are published (for the previous inspection year) in the Ministry's Chief Drinking Water Inspectors' Annual Report. If you have any questions or concerns regarding the rating, please contact Marc Bechard, Water Compliance Supervisor, at (519) 490-0761.

Likewise, if you have any questions or concerns regarding this report, please call me at (226) 280-1556.

Yours truly,



Neil Gilbert, P.Eng.
Provincial Officer – Water Inspector
Southwestern Region
Ministry of the Environment, Conservation and Parks
Sarnia District – Windsor Area Office

Encl.

cc: Dr. Wajid Ahmed, Medical Officer of Health, Windsor-Essex County HU, wahmed@wechu.org
Theresa Marentette, CEO and Chief Nursing Officer, Windsor-Essex County HU, tmarentette@wechu.org
Kristy McBeth, Director of Health Protection, Windsor-Essex County HU, kmcbeth@wechu.org
Phil Wong, Manager, Environmental Health, Windsor-Essex County HU, pwong@wechu.org
Victoria Peczulis, Manager, Environmental Health, Windsor-Essex County HU, vpeczulis@wechu.org
Phil Bartnik, Director of Public Works & Env. Services, Town of Tecumseh, pbartnik@tecumseh.ca
Brad Dupuis, Water & Wastewater Manager, Town of Tecumseh, bdupuis@tecumseh.ca
Marc Bechard, Water Compliance Supervisor, MECP Sarnia District, marc.bechard@ontario.ca



Ministry of the Environment, Conservation and Parks

TECUMSEH DISTRIBUTION SYSTEM
Inspection Report

Site Number:	260004969
Inspection Number:	1-NX84L
Date of Inspection:	Dec 07, 2020
Inspected By:	Neil Gilbert

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Appendix A: Stakeholder Appendix

Appendix B: Inspection Rating Record

OWNER INFORMATION:

Company Name:	TECUMSEH, THE CORPORATION OF THE TOWN OF		
Street Number:	917	Unit Identifier:	
Street Name:	LESPERANCE Rd		
City:	TECUMSEH		
Province:	ON	Postal Code:	N8N 1W9

CONTACT INFORMATION

Type:	Main Contact	Name:	Brad Dupuis
Phone:	(519) 735-2184 x145	Fax:	(519) 735-1895
Email:	bdupuis@tecumseh.ca		
Title:	Water & Wastewater Manager		

INSPECTION DETAILS:

Site Name:	TECUMSEH DISTRIBUTION SYSTEM
Site Address:	TECUMSEH
County/District:	TECUMSEH
MECP District/Area Office:	Windsor Area Office
Health Unit:	WINDSOR-ESSEX COUNTY HEALTH UNIT
Conservation Authority:	Essex Region Conservation Authority
MNR Office:	Chatham Regional Office
Category:	Large Municipal Residential
Site Number:	260004969
Inspection Type:	Special Unannounced
Inspection Number:	1-NX84L
Date of Inspection:	Dec 07, 2020
Date of Previous Inspection:	Jan 16, 2020

COMPONENTS DESCRIPTION

Site (Name): Distribution System

Type:

Sub Type:

Comments:

The Tecumseh Distribution System is a standalone distribution system which supplies water to the area of the Town of Tecumseh in two discrete service zones. The zone north of Highway 401 is bounded by the Tecumseh municipal boundaries, south to Baseline Road. The zone south of Highway 401 is bounded by the Tecumseh municipal boundaries generally south of Essex County Road 46. Source water is from the City of Windsor water supply via the Windsor municipal distribution system. One currently unused connection from Windsor is through a short section of transmission main within the Lasalle municipal distribution system. The City of Windsor water supply draws its source water from the Detroit River in the vicinity of Belle Isle. According to the drinking water system profile, a population of approximately 24,000 residents is served by the Tecumseh Distribution System. It therefore falls into the "large municipal residential" category under O. Regulation 170/03.

Water mains take treated water from the City of Windsor to the service area through 10 of 12 currently used boundary metered connections points with Tecumseh. The water tower in the Town of Tecumseh maintains distribution system

pressure and is controlled by the Town. The water tower is monitored by the Windsor Utilities Commission (WUC) and the Town through SCADA. Secondary disinfection is provided by the A.H. Weeks water treatment plant in Windsor.

The Tecumseh Distribution System 2018 annual report, prepared by the Town of Tecumseh, states that:

- Town of Tecumseh, City of Windsor and Windsor Utilities Commission (WUC) entered into a 50-year service agreement in November 2004 (By-law 2004-71). The service agreement was implemented on March 31, 2006.
- Prior to August 1, 2008, WUC provided water to 2400 residents in the former Township of Sandwich South, south of Highway 401 ("South Water Area"). The Town of Tecumseh assumed the responsibility for the operations and maintenance of the water distribution system from WUC in this South Water Area effective August 1, 2008.

INSPECTION SUMMARY:

Introduction

- The primary focus of this inspection is to confirm compliance with Ministry of the Environment, Conservation and Parks (MECP) legislation as well as evaluating conformance with ministry drinking water policies and guidelines during the inspection period.
This drinking water system is subject to the legislative requirements of the Safe Drinking Water Act, 2002 (SDWA) and regulations made therein, including Ontario Regulation 170/03, "Drinking Water Systems" (O. Reg. 170/03). This inspection has been conducted pursuant to Section 81 of the SDWA.
This report is based on an inspection of a "stand alone connected distribution system" and was conducted remotely. This type of system receives treated water from a separately owned "donor" system. This report contains elements required to assess key compliance and conformance issues associated with a "receiver" system. This report does not contain items associated with the inspection of the donor system, such as source waters, intakes/wells and treatment facilities.
This inspection report does not suggest that all applicable legislation and regulations were evaluated. It remains the responsibility of the owner to ensure compliance with all applicable legislative and regulatory requirements.

The Tecumseh Distribution System (DWS#260004969) is owned by the Corporation of the Town of Tecumseh. It is a standalone distribution system that receives treated surface water from the City of Windsor water supply via the Windsor municipal distribution system. The City of Windsor water supply draws its source water from the Detroit River in the vicinity of Belle Isle.

According to Tecumseh's drinking water system profile, a population of approximately 24,000 residents are served by the Tecumseh Distribution System. It therefore falls into the "large municipal residential" category under O.Reg. 170/03.

The water tower in the Town of Tecumseh maintains distribution system pressure and secondary disinfection is provided by the A.H. Weeks water treatment plant in Windsor.

This inspection was conducted remotely and the inspection review period was January 1, 2020 to November 30, 2020.

Treatment Processes

- The owner/operating authority was in compliance with the requirement to prepare Form 2 documents as required by their Drinking Water Works Permit during the inspection period.
- Where an activity has occurred that could introduce contamination, all parts of the drinking water system were disinfected in accordance with Schedule B, Condition 2.3 of the Drinking Water Works Permit.
The system's representative was made aware that the updated Ontario Watermain Disinfection Procedure was issued on August 1, 2020. The representative was advised that the municipality is required to modify its watermain repair/commissioning procedures and forms to meet the updated procedure's documentation requirements by the date required in its DWWP.
- The owner had evidence indicating that all chemicals and materials that come in contact with water within the drinking water system met the AWWA and ANSI standards in accordance with the Municipal Drinking Water Licence and Drinking Water Works Permit issued under Part V of the SDWA.

Treatment Process Monitoring

- The secondary disinfectant residual was measured as required for the distribution system.

As per O.Reg. 170/03 s 7-2 (3), the owner/operating authority of a system that provides secondary disinfection shall

Treatment Process Monitoring

ensure that at least seven distribution samples are taken each week and are tested immediately for, (a) free chlorine residual, if the system provides chlorination and does not provide chloramination; or (b) combined chlorine residual, if the system provides chloramination.

The following rules apply to the distribution samples referred above unless at least one sample is taken on each day of the week: At least four of the samples must be taken on one day of the week, at least 48 hours after the last sample was taken in the previous week. Then, at least three of the samples must be taken on a second day of the week, at least 48 hours after the last sample was taken on the first day of the sampling week. When more than one sample is taken on the same day of the week then each sample must be taken from a different location.

During the inspection review period (January 1, 2020 to November 30, 2020) at least seven distribution samples were collected each week using the 4/3 rule and tested for free chlorine residuals.

- **Samples for chlorine residual analysis were tested using an acceptable portable device.**

Distribution System

- **The owner had up-to-date documents describing the distribution components as required.**
- **There is a backflow prevention program, policy and/or bylaw in place.**
The Town of Tecumseh's By-law #2001-68 is a by-law which regulates backflow prevention. In addition, Tecumseh's Standard Operating Procedure #017 (SOP-017) is a procedure for the annual inspection and testing of backflow preventers.
- **The owner had a program or maintained a schedule for routine cleanout, inspection and maintenance of reservoirs and elevated storage tanks within the distribution system.**
- **The owner had implemented a program for the flushing of watermains as per industry standards.**
- **Records confirmed that disinfectant residuals were routinely checked at the extremities and "dead ends" of the distribution system.**
- **A program was in place for inspecting and exercising valves.**
- **There was a program in place for inspecting and operating hydrants.**
- **There was a by-law or policy in place limiting access to hydrants.**
The Town of Tecumseh's Water-Use By-law #2003-99 (Parts 7.3 and 11) contain conditions with respect to the use and restriction of hydrants.
- **The owner was able to maintain proper pressures in the distribution system and pressure was monitored to alert the operator of conditions which may lead to loss of pressure below the value under which the system is designed to operate.**

- **The donor had provided an Annual Report to the receiver drinking water system.**

Operations Manuals

- **Operators and maintenance personnel had ready access to operations and maintenance manuals.**

Operations Manuals

- The operations and maintenance manuals contained plans, drawings and process descriptions sufficient for the safe and efficient operation of the system.
- The operations and maintenance manuals met the requirements of the Drinking Water Works Permit and Municipal Drinking Water Licence issued under Part V of the SDWA.

Condition 16.2 under Schedule B of Tecumseh's Drinking Water Licence (#040-101, Issue #4 dated May 24, 2019) notes that the operations and maintenance manuals shall include (at a minimum) the following:

- 16.2.1 The requirements of this licence and associated procedures;
 - 16.2.2 The requirements of the drinking water works permit for the drinking water system;
 - 16.2.3 A description of the processes used to achieve secondary disinfection within the drinking water system;
 - 16.2.4 Procedures for monitoring and recording the in-process parameters necessary for the control of any treatment subsystem and for assessing the performance of the drinking water system;
 - 16.2.5 Procedures for the operation and maintenance of monitoring equipment;
 - 16.2.6 Contingency plans and procedures for the provision of adequate equipment and material to deal with emergencies, upset conditions and equipment breakdown;
 - 16.2.7 Procedures for dealing with complaints related to the drinking water system, including the recording of the nature of the complaint and any investigation and corrective action taken in respect of the complaint.
- A review of Tecumseh's operating manual and standard operating procedures suggests that these conditions appear to be satisfied. All secondary disinfection is provided by the City of Windsor's A.H. Weeks Water Treatment Plant and Tecumseh does not maintain or operate a re-chlorination system.

Logbooks

- Records or other record keeping mechanisms confirmed that operational testing not performed by continuous monitoring equipment was being done by a certified operator, water quality analyst, or person who suffices the requirements of O. Reg. 170/03 7-5.
- For every required operational test and every required sample, a record was made of the date, time, location, name of the person conducting the test and result of the test.
- Logs or other record keeping mechanisms were available for at least five (5) years.

Contingency/Emergency Planning

- Standby power generators were tested under normal load conditions.

The standby natural gas powered generator at the Public Works building is tested once a month.

Security

- All storage facilities were completely covered and secure.
- Air vents and overflows associated with reservoirs and elevated storage structures were equipped with screens.
- The owner had provided security measures to protect components of the drinking water system.

Consumer Relations

- The owner and/or operating authority undertook efforts to promote water conservation and reduce water

Consumer Relations

losses in their system.

The Owner/Operating Authority has taken various water conservation efforts including, public education/water conservation promotion, water line replacement, and fully metering customers.

The Town of Tecumseh's By-Law #2003-99 is a by-law which regulates the use of water within the Town.

Certification and Training

- **The overall responsible operator had been designated for each subsystem.**
- **Operators-in-charge had been designated for all subsystems which comprised the drinking water system.**
- **All operators possessed the required certification.**
- **An adequately licenced operator was designated to act in place of the overall responsible operator when the overall responsible operator was unable to act**

Water Quality Monitoring

- **All microbiological water quality monitoring requirements for distribution samples were being met.**

As per O.Reg. 170/03 s10-2, the owner/operating authority for the system shall ensure that if a system serves 100,000 people or less, at least eight distribution samples, plus one additional sample for every 1,000 people served, are taken every month, with at least one sample being taken each week. Each of the distribution samples collected must be tested for E. coli and total coliforms and at least 25 percent of these samples must be tested for general bacteria population expressed as colony counts on a heterotrophic plate count (HPC).

During the inspection review period (January 1, 2020 to November 30, 2020) all microbiological water monitoring requirements for distribution water samples were performed.

- **All haloacetic acid water quality monitoring requirements prescribed by legislation are being conducted within the required frequency and at the required location.**

As per O.Reg 170/03 s13-6.1, the owner/operating authority shall ensure that a minimum of one sample is collected and tested for haloacetic acid (HAA) per calendar quarter.

On January 1, 2020, the O.Reg. 169/03 standard for HAA (80ug/L) came into effect and is expressed as a RAA, where RAA is defined as "the running annual average of quarterly results" for HAA for a drinking water system. During the inspection review period (January 1, 2020 to November 30, 2020), these HAA samples were collected on Jan. 6, 2020 (HAA result = 13.9ug/L), Apr. 6, 2020 (HAA result = 16.5ug/L), July 7, 2020 (HAA result = 26.1ug/L) and Oct. 5, 2020 (HAA result = 26.3ug/L). All of these HAA results were below 80ug/L and the average for the inspection review period was 20.7ug/L.

- **All trihalomethane water quality monitoring requirements prescribed by legislation were conducted within the required frequency and at the required location.**

As per O.Reg. 170/03 s13-6, the owner/operating authority of a system that provides chlorination or chloramination shall ensure that at least one distribution sample is taken in each calendar quarter, from a point in the distribution system that is likely to have an elevated potential for the formation of trihalomethanes (THMs), and have the sample tested for THMs.

During the inspection review period (January 1, 2020 to November 30, 2020), these THM quarterly samples were collected on Jan. 6, 2020 (at 3 locations with a THM average = 15ug/L), Apr. 6, 2020 (at 4 locations with a THM average = 16.8ug/L), July 7, 2020 (at 3 locations with a THM average = 34.7ug/L) and Oct. 5, 2020 (at 3 locations with a THM average = 40ug/L).

The Ontario Drinking Water Quality Standard (ODWQS) for THM is 100 ug/L (expressed as a running annual

Water Quality Monitoring

average of quarterly results). All of the THM results were below 100ug/L and the average for the inspection review period was 26.6ug/L.

- **The owner ensured that water samples were taken at the prescribed location.**
- **All sampling requirements for lead prescribed by schedule 15.1 of O. Reg. 170/03 were being met.**

This drinking water system is exempt from plumbing lead sampling as per the exemption in O.Reg. 170/03 Schedule 15.1. Under this exemption and as per subsection 15.1-5 (10), the owner/operating authority are required to test for pH and alkalinity during each of the two periods described in subsection 15.1-5 (5) (i.e. Dec. 15 to Apr. 15 and June 15 to Oct. 15) in every 12-month period and to test for lead during each of the two periods described in subsection 15.1-5 (5) in every third 12-month period. In accordance with the "Reduced Sampling Table" (found in O.Reg. 170/03 Schedule 15.1) and based on the population served by the Tecumseh Distribution System, at least four sampling points must be tested in the distribution system per period (i.e. Dec. 15 to Apr. 15 and June 15 to Oct. 15).

During the inspection review period (Jan. 1, 2020 to Nov. 30, 2020), water samples were collected from four locations within the distribution system on Jan. 23, 2020 and Oct. 5, 2020 and tested for lead, alkalinity and pH.

- **Records confirmed that chlorine residual tests were being conducted at the same time and at the same location that microbiological samples were obtained.**
- **The owner indicated that the required records are kept and will be kept for the required time period.**

Water Quality Assessment

- **Records showed that all water sample results taken during the inspection review period did not exceed the values of tables 1, 2 and 3 of the Ontario Drinking Water Quality Standards (O.Reg. 169/03).**

Reporting & Corrective Actions

- **Summary Reports for municipal council were completed on time, included the required content, and were distributed in accordance with the regulatory requirements.**

NON-COMPLIANCE WITH REGULATORY REQUIREMENTS AND ACTIONS REQUIRED

This section provides a summary of all non-compliance with regulatory requirements identified during the inspection period, as well as actions required to address these issues. Further details pertaining to these items can be found in the body of the inspection report.

Not Applicable

SUMMARY OF RECOMMENDATIONS AND BEST PRACTICE ISSUES

This section provides a summary of all recommendations and best practice issues identified during the inspection period. Details pertaining to these items can be found in the body of the inspection report. In the interest of continuous improvement in the interim, it is recommended that owners and operators develop an awareness of the following issues and consider measures to address them.

Not Applicable

SIGNATURES

Inspected By:

Neil Gilbert

Signature: (Provincial Officer)

Reviewed & Approved By:

Marc Bechard

Signature: (Supervisor)

Review & Approval Date:

Note: This inspection does not in any way suggest that there is or has been compliance with applicable legislation and regulations as they apply or may apply to this facility. It is, and remains, the responsibility of the owner and/or operating authority to ensure compliance with all applicable legislative and regulatory requirements.

Stakeholder Appendix

Key Reference and Guidance Material for Municipal Residential Drinking Water Systems

Many useful materials are available to help you operate your drinking water system. Below is a list of key materials owners and operators of municipal residential drinking water systems frequently use.

To access these materials online click on their titles in the table below or use your web browser to search for their titles. Contact the Ministry if you need assistance or have questions at 1-866-793-2588 or waterforms@ontario.ca.

For more information on Ontario's drinking water visit www.ontario.ca/drinkingwater



PUBLICATION TITLE	PUBLICATION NUMBER
FORMS: Drinking Water System Profile Information Laboratory Services Notification Adverse Test Result Notification	012-2149E 012-2148E 012-4444E
Taking Care of Your Drinking Water: A Guide for Members of Municipal Councils	Website
Procedure for Disinfection of Drinking Water in Ontario	Website
Strategies for Minimizing the Disinfection Products Trihalomethanes and Haloacetic Acids	Website
Filtration Processes Technical Bulletin	Website
Ultraviolet Disinfection Technical Bulletin	Website
Guide for Applying for Drinking Water Works Permit Amendments, & License Amendments	Website
Certification Guide for Operators and Water Quality Analysts	Website
Guide to Drinking Water Operator Training Requirements	9802E
Community Sampling and Testing for Lead: Standard and Reduced Sampling and Eligibility for Exemption	Website
Drinking Water System Contact List	7128E01
Ontario's Drinking Water Quality Management Standard - Pocket Guide	Website
Watermain Disinfection Procedure	Website
List of Licensed Laboratories	Website

Principaux guides et documents de référence sur les réseaux résidentiels municipaux d'eau potable

De nombreux documents utiles peuvent vous aider à exploiter votre réseau d'eau potable. Vous trouverez ci-après une liste de documents que les propriétaires et exploitants de réseaux résidentiels municipaux d'eau potable utilisent fréquemment. Pour accéder à ces documents en ligne, cliquez sur leur titre dans le tableau ci-dessous ou faites une recherche à l'aide de votre navigateur Web. Communiquez avec le ministère au 1-866-793-2588, ou encore à waterforms@ontario.ca si vous avez des questions ou besoin d'aide.



Pour plus de renseignements sur l'eau potable en Ontario, consultez le site www.ontario.ca/eaupotable

TITRE DE LA PUBLICATION	NUMÉRO DE PUBLICATION
Renseignements sur le profil du réseau d'eau potable	012-2149F
Avis de demande de services de laboratoire	012-2148F
Avis de résultats d'analyse insatisfaisants et de règlement des problèmes	012-4444F
Prendre soin de votre eau potable - Un guide destiné aux membres des conseils municipaux	Site Web
Marche à suivre pour désinfecter l'eau potable en Ontario	Site Web
Stratégies pour minimiser les trihalométhanes et les acides haloacétiques de sous-produits de désinfection	Site Web
Filtration Processes Technical Bulletin (en anglais seulement)	Site Web
Ultraviolet Disinfection Technical Bulletin (en anglais seulement)	Site Web
Guide de présentation d'une demande de modification du permis d'aménagement de station de production d'eau potable	Site Web
Guide sur l'accréditation des exploitants de réseaux d'eau potable et des analystes de la qualité de l'eau de réseaux d'eau potable	Site Web
Guide sur les exigences relatives à la formation des exploitants de réseaux d'eau potable	9802F
Échantillonnage et analyse du plomb dans les collectivités : échantillonnage normalisé ou réduit et admissibilité à l'exemption	Site Web
Liste des personnes-ressources du réseau d'eau potable	Site Web
L'eau potable en Ontario - Norme de gestion de la qualité - Guide de poche	Site Web
Procédure de désinfection des conduites principales	Site Web
Laboratoires autorisés	Site Web

Inspection Rating Record

Ministry of the Environment - Inspection Summary Rating Record (Reporting Year - 2020-2021)

DWS Name: TECUMSEH DISTRIBUTION SYSTEM
DWS Number: 260004969
DWS Owner: Tecumseh, The Corporation Of The Town Of
Municipal Location: Tecumseh

Regulation: O.REG 170/03
Category: Large Municipal Residential System
Type Of Inspection: Standalone
Inspection Date: December 7, 2020
Ministry Office: Windsor Area Office

Maximum Question Rating: 240

Inspection Module	Non-Compliance Rating
Treatment Processes	0 / 33
Distribution System	0 / 4
Operations Manuals	0 / 42
Logbooks	0 / 22
Certification and Training	0 / 35
Water Quality Monitoring	0 / 71
Reporting & Corrective Actions	0 / 4
Treatment Process Monitoring	0 / 29
TOTAL	0 / 240

Inspection Risk Rating	0.00%
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FINAL INSPECTION RATING:	100.00%
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Ministry of the Environment - Detailed Inspection Rating Record (Reporting Year - 2020-2021)

DWS Name: TECUMSEH DISTRIBUTION SYSTEM
DWS Number: 260004969
DWS Owner: Tecumseh, The Corporation Of The Town Of
Municipal Location: Tecumseh

Regulation: O.REG 170/03

Category: Large Municipal Residential System

Type Of Inspection: Standalone

Inspection Date: December 7, 2020

Ministry Office: Windsor Area Office

Maximum Question Rating: 240

Inspection Risk Rating 0.00%

FINAL INSPECTION RATING: 100.00%



The Corporation of the Town of Tecumseh

Public Works & Environmental Services

To: Mayor and Members of Council

From: Phil Bartnik, Director Public Works & Environmental Services

Date to Council: February 9, 2021

Report Number: PWES-2021-09

Subject: Annual Summary Report for the Year 2020
Town of Tecumseh (Water) Distribution System (260004969)

Recommendations

It is recommended:

That the Annual Summary Reports for the Town of Tecumseh (Water) Distribution System (260004969) for the Year 2020, as prepared in accordance with the *Safe Drinking Water Act*, O. Reg. 170/03, Schedule 22 Summary Report, **be adopted**;

And that the Annual Summary Reports **be made available** for public viewing through the Town of Tecumseh website.

Background

This report provides information to Council related to the Town of Tecumseh water distribution system for the year 2020. Pursuant to Schedule 22 of the *Safe Drinking Water Act* (SDWA), O. Reg. 170/03, Annual Summary Reports must be prepared for the preceding calendar year and submitted to members of Council to disclose compliance status and provide pertinent water quantity and quality information.

Comments

Water Services Division must prepare two annual water reports as required by the Ministry of the Environment, Conservation and Parks (MECP): the MECP Annual Report and the municipal Annual Summary Report. These reports are appended to this Council report as Attachments 1 and 2. The format of these annual reports was established by the MECP and must include the following:

1. An overview of the required information in accordance with Schedule 22 of O. Reg. 170/03 under the SDWA.
2. A list of non-compliance issues.
3. Lead testing results.
4. An assessment of the water distribution system's capability regarding flows per cubic meter, monthly flow averages and daily averages.

The findings from the 2020 reporting year continue to demonstrate that the Town of Tecumseh meets all regulatory compliance requirements prescribed through applicable legislation.

Following Council's acceptance of the 2020 Annual Summary Reports, the Town is legislatively required to make the information contained within said reports available to the public. Accordingly, the 2020 Annual Summary Reports will be placed on the Town's website for public access.

Consultations

Ministry of the Environment, Conservation and Parks

Financial Implications

There are no financial implications arising from this report.

Link to Strategic Priorities

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

Cheryl Curran, BES
Project Technician

Reviewed by:

Brad Dupuis, C. Tech.
Manager Water & Wastewater Services, O.R.O.

Reviewed by:

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

Recommended by:

Margaret Misek-Evans, MCIP, RPP
Chief Administrative Officer

Attachment Number	Attachment Name
1	2020 Ministry of the Environment, Conservation and Parks Annual Report
2	Annual Summary Report for the Tecumseh Distribution System (260004969) for the Year 2020



OPTIONAL ANNUAL REPORT TEMPLATE

Drinking-Water System Number:	260004969
Drinking-Water System Name:	Town of Tecumseh Distribution System
Drinking-Water System Owner:	The Corporation of The Town of Tecumseh
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	01- January -2020 to 31- December – 2020

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [x] No []</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [x] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Town of Tecumseh Municipal Office 917 Lesperance Road Tecumseh, Ontario N8N 1W9</p> </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; margin: 0 auto;">N/A</div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [X] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; padding: 2px; width: 100px; margin: 0 auto;">2</div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [x] No []</p>
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Note: For the following tables below, additional rows or columns may be added or an appendix may be attached to the report

List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Lakeshore Dist. System	260004982

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water? Yes [x] No []



Indicate how you notified system users that your annual report is available, and is free of charge.

- ☒ Public access/notice via the web
☐ Public access/notice via Government Office
☐ Public access/notice via a newspaper
☒ Public access/notice via Public Request
☐ Public access/notice via a Public Library
☐ Public access/notice via other method _____

Describe your Drinking-Water System

Water Distribution System

The Town of Tecumseh, City of Windsor and the Windsor Utilities Commission (WUC) entered into a 50-year Service Agreement in November 2004. The Service Agreement was implemented on March 31, 2006 when four boundary metering chambers were installed and maintained by the Town of Tecumseh. Tecumseh's drinking water system also includes a water tower located on Tecumseh Road, with no re-chlorination stations within the distribution system

Prior to August 1, 2008, WUC provided water to 2,400 residents in the former Township of Sandwich South, south of Highway 401 ("South Water Area"). The Town installed eight additional boundary meter chambers and assumed the responsibility for the operations and maintenance of the water distribution system from WUC in this South Water Area effective August 1, 2008.

The Town of Tecumseh and the Town of Lakeshore entered into an agreement on May 13, 2003 whereby the Tecumseh distribution system supplies drinking water to the Lakeshore distribution system. This agreement expired on December 31, 2007 and is currently being renegotiated; the status quo is maintained until a new agreement is signed.

List all water treatment chemicals used over this reporting period

N/A

Were any significant expenses incurred to?

- No ☒ Yes ☐ Install required equipment
No ☒ Yes ☐ Repair required equipment
No ☐ Yes ☒ Replace required equipment- Public Works Report No.2020-10



Please provide a brief description and a breakdown of monetary expenses incurred

This project involves the replacement of the existing 150mm and 200mm diameter ductile iron watermain at the Highway 3/County Road 11 intersection from Oldcastle Road westerly to approximately 450m west of County Road 11 (Walker Road) and along County Road 11 from McCord Lane southerly to just south of Highway 3 with new 200mm and 300mm diameter watermain. Total cost of projects was \$1,390,658, excluding HST.

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
None					

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	Number of Samples	Range of E.Coli Or Fecal Results (min #)-(max #)	Range of Total Coliform Results (min #)-(max #)	Number of HPC Samples	Range of HPC Results (min #)-(max #)
Raw	N/A				
Treated	N/A				
Distribution	520	0 to 0	0 to 0	157	0 to 10

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	Number of Grab Samples	Range of Results (min #)-(max #)
Turbidity	N/A	
Chlorine Tecumseh Water Tower	8760	Max 1.64 mg/L Min 0.70 mg/L
Chlorine Distribution Free Chlorine Residuals	1568	Max 1.82 mg/L Min 0.32 mg/L
Fluoride (If the DWS provides fluoridation)	N/A	

NOTE: For continuous monitors use 8760 as the number of samples.

*NOTE: Record the unit of measure if it is **not** milligrams per litre.*



Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
N/A				

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Antimony				
Arsenic				
Barium				
Boron				
Cadmium				
Chromium				
*Lead				
Mercury				
Selenium				
Sodium				
Uranium				
Fluoride				
Nitrite				
Nitrate				

*only for drinking water systems testing under Schedule 15.2; this includes large municipal non-residential systems, small municipal non-residential systems, non-municipal seasonal residential systems, large non-municipal non-residential systems, and small non-municipal non-residential systems

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)

Location Type Distribution	Number of Samples	Alkalinity Result (range 30-500)	Lead Result (range 0-0.01)	Unit of Measure	Field pH (range 0-14)	Number of Exceedances
Winter Session – Collection Date: January 23, 2020						
305 Burdick	1	85	0.00002	Mg/L	7.1	None
241 Edgewater	1	85	0.00002	Mg/L	7.2	
2060 St Anne	1	86	0.00002	Mg/L	7.1	
12117 Evergreen	1	85	0.00004	Mg/L	7.1	



Location Type Distribution	Number of Samples	Alkalinity Result (range 30-500)	Lead Result (range 0-0.01)	Unit of Measure	Field pH (range 0-14)	Number of Exceedances
Summer Session – Collection Date: October 5, 2020						
278 St Marks	1	78	0.00005	Mg/L	6.70	None
225 Fairway	1	79	0.00004	Mg/L	6.70	
12167 Cedarwood Dr.	1	78	0.00002	Mg/L	6.80	
12325 Meconi Dr.	1	77	0.00003	Mg/L	6.70	

Summary of Organic parameters sampled during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
Alachlor				
Aldicarb				
Aldrin + Dieldrin				
Atrazine + N-dealkylated metabolites				
Azinphos-methyl				
Bendiocarb				
Benzene				
Benzo(a)pyrene				
Bromoxynil				
Carbaryl				
Carbofuran				
Carbon Tetrachloride				
Chlordane (Total)				
Chlorpyrifos				
Cyanazine				
Diazinon				
Dicamba				
1,2-Dichlorobenzene				
1,4-Dichlorobenzene				
Dichlorodiphenyltrichloroethane (DDT) + metabolites				
1,2-Dichloroethane				
1,1-Dichloroethylene (vinylidene chloride)				
Dichloromethane				
2,4 Dichlorophenol				
2,4-Dichlorophenoxy acetic acid (2,4-D)				
Diclofop-methyl				
Dimethoate				

Dinoseb				
Diquat				
Diuron				
Glyphosate				
Haloacetic Acids (HAAs) (NOTE: show latest annual average)	quarterly	20.7	µg/L	None
Heptachlor + Heptachlor Epoxide				
Lindane (Total)				
Malathion				
Methoxychlor				
Metolachlor				
Metribuzin				
Monochlorobenzene				
Paraquat				
Parathion				
Pentachlorophenol				
Phorate				
Picloram				
Polychlorinated Biphenyls(PCB)				
Prometryne				
Simazine				
THM (NOTE: show latest annual average)	quarterly	26.6	µg/L	None
Temephos				
Terbufos				
Tetrachloroethylene				
2,3,4,6-Tetrachlorophenol				
Triallate				
Trichloroethylene				
2,4,6-Trichlorophenol				
2,4,5-Trichlorophenoxy acetic acid (2,4,5-T)				
Trifluralin				
Vinyl Chloride				

Summary table for Running Annual Averages of Organic Parameters sampled during this reporting period.

Parameter	Sample Date	Result	Running Annual Average	Unit of Measure	Number of Exceedances
HAA	Jan.6, 2020	13.9	20.7	µg/L	None
	Apr.6, 2020	16.5		µg/L	
	July 7, 2020	26.1		µg/L	
	Oct.5, 2020	26.3		µg/L	



Parameter	Sample Date	Average Result	Running Annual Average	Unit of Measure	Number of Exceedances
THM	Jan.6, 2020	15.0	26.6	µg/L	None
	Apr.6, 2020	16.8		µg/L	
	July 7, 2020	34.7		µg/L	
	Oct.5, 2020	40.0		µg/L	

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
N/A			

Summary Report
For the
Tecumseh Distribution System
(260004969)
For the year
2020

Prepared for the Town of Tecumseh
By Brad Dupuis, C.Tech.
Manager Water & Wastewater Division O.R.O.

Table of Contents

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Section 1: Overview

This report has been prepared and submitted in accordance with Schedule 22 of O. Reg. 170/03 under the *Safe Drinking Water Act*. Schedule 22 requires:

The owner of a drinking-water system shall ensure that, not later than March 31 of each year after 2003, a report is prepared in accordance with subsections (1) and (2) for the preceding calendar year and is given to the members of the municipal council.

Schedule 22 also states that:

- 1) The report must:
 - a) list the requirements of the *Act*, the regulations, the system's approval and any order that the system failed to meet at any time during the period covered by the report and specify the duration of the failure; and
 - b) for each failure referred to in clause (a), describe the measures that were taken to correct the failure.
- 2) The report must also include the following information for the purpose of enabling the owner of the system to assess the capability of the system to meet existing and planned uses of the system. A summary of the quantities of the water supplied during the period covered by the report, including monthly flows.

In June 2003, the provincial *Safe Drinking Water Act* came into effect. The Drinking Water Systems Regulation (O.Reg. 170/03) defines how various drinking water systems are to be operated.

According to this Regulation, the Tecumseh Distribution System is classified as a Large Municipal Residential System (LMR).

Section 2: Non-Compliance Issues

During the year of 2020 there was zero (0) reportable issue.

Section 3: System Capability – 2020 Water Consumption

In accordance with the Agreement between the Town of Tecumseh and the City of Windsor for the provision of water services to the Town of Tecumseh, executed under By-Law No. 2004-71, the Maximum Daily Flow shall not exceed **87 Million Litres** (87 MLD) or 87,000 cubic meters.

The **Maximum Daily Flow** for 2020 was **17,371,000 Litres** (17,371 Cubic Meters) on July 06, 2020.

Monthly average and daily flows for 2020 are attached for reference.

A summary of the **monthly** total volume supplied by the City of Windsor to the Town of Tecumseh in the year 2020 is provided below:

Month	Total Volume (cubic meters)
January	205,499
February	185,850
March	203,244
April	202,201
May	261,947
June	379,234
July	424,549
August	400,946
September	364,352
October	291,363
November	255,254
December	237,754
Total	3,174,439

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202001 Date: 2021-01-27
Page: 1 of 1

Date: Jan-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	634.0	375.0	1616.0	2962.0	0.0	-76.0	-50.0	205.0	365.0	543.0	-430.0	n/a	6144.0
2	674.0	404.0	1568.0	2891.0	0.0	-89.0	-63.0	182.0	381.0	618.0	-194.0	n/a	6372.0
3	657.0	398.0	1549.0	2872.0	0.0	-116.0	-91.0	211.0	381.0	593.0	-252.0	n/a	6202.0
4	694.0	408.0	1679.0	3048.0	0.0	-67.0	-37.0	203.0	351.0	515.0	-434.0	n/a	6360.0
5	728.0	429.0	1740.0	3164.0	0.0	-58.0	-27.0	204.0	355.0	512.0	-481.0	n/a	6566.0
6	657.0	402.0	1578.0	2900.0	0.0	-104.0	-79.0	207.0	404.0	657.0	-184.0	n/a	6438.0
7	1139.0	695.0	1995.0	3519.0	0.0	-60.0	-34.0	176.0	389.0	634.0	-120.0	n/a	8333.0
8	709.0	428.0	1593.0	2906.0	0.0	-90.0	-69.0	203.0	412.0	663.0	-220.0	n/a	6535.0
9	732.0	438.0	1592.0	2943.0	0.0	-114.0	-89.0	230.0	417.0	675.0	-229.0	n/a	6595.0
10	1121.0	690.0	1984.0	3481.0	0.0	-53.0	-27.0	156.0	344.0	577.0	-89.0	n/a	8184.0
11	719.0	418.0	1697.0	3083.0	0.0	-71.0	-46.0	272.0	409.0	598.0	-517.0	n/a	6562.0
12	738.0	434.0	1740.0	3147.0	0.0	-63.0	-31.0	241.0	382.0	567.0	-492.0	n/a	6663.0
13	695.0	412.0	1567.0	2855.0	0.0	-80.0	-58.0	218.0	411.0	672.0	-205.0	n/a	6487.0
14	721.0	426.0	1586.0	2890.0	0.0	-96.0	-66.0	235.0	435.0	725.0	-192.0	n/a	6664.0
15	693.0	414.0	1552.0	2848.0	0.0	-88.0	-56.0	243.0	427.0	707.0	-150.0	n/a	6590.0
16	727.0	430.0	1571.0	2868.0	0.0	-86.0	-52.0	237.0	423.0	694.0	-137.0	n/a	6675.0
17	826.0	534.0	1801.0	3181.0	0.0	-53.0	-22.0	199.0	376.0	629.0	-187.0	n/a	7284.0
18	732.0	417.0	1688.0	3059.0	0.0	-64.0	-37.0	253.0	383.0	577.0	-475.0	n/a	6533.0
19	748.0	431.0	1726.0	3127.0	0.0	-68.0	-30.0	260.0	390.0	575.0	-535.0	n/a	6624.0
20	717.0	426.0	1577.0	2897.0	0.0	-108.0	-74.0	255.0	428.0	707.0	-300.0	n/a	6525.0
21	715.0	421.0	1559.0	2883.0	0.0	-123.0	-93.0	265.0	450.0	733.0	-306.0	n/a	6504.0
22	725.0	431.0	1585.0	2907.0	0.0	-104.0	-75.0	256.0	446.0	730.0	-305.0	n/a	6596.0
23	724.0	425.0	1572.0	2875.0	0.0	-98.0	-64.0	228.0	418.0	684.0	-209.0	n/a	6555.0
24	680.0	406.0	1537.0	2841.0	0.0	-90.0	-54.0	223.0	406.0	672.0	-161.0	n/a	6460.0
25	725.0	426.0	1692.0	3055.0	0.0	-59.0	-32.0	228.0	376.0	590.0	-362.0	n/a	6639.0
26	698.0	407.0	1663.0	3014.0	0.0	-68.0	-28.0	210.0	355.0	545.0	-380.0	n/a	6416.0
27	681.0	409.0	1542.0	2821.0	0.0	-108.0	-73.0	217.0	399.0	663.0	-181.0	n/a	6370.0
28	689.0	403.0	1524.0	2824.0	0.0	-123.0	-89.0	227.0	409.0	688.0	-148.0	n/a	6404.0
29	692.0	403.0	1546.0	2871.0	0.0	-123.0	-91.0	241.0	434.0	730.0	-170.0	n/a	6533.0
30	702.0	410.0	1551.0	2876.0	0.0	-132.0	-95.0	261.0	449.0	746.0	-257.0	n/a	6511.0
31	645.0	374.0	1492.0	2767.0	0.0	-122.0	-94.0	224.0	410.0	682.0	-203.0	n/a	6175.0
Monthly Total	22,737.00	13,524.00	50,662.00	92,375.00	0.00	-2,754.00	-1,826.00	6,970.00	12,415.00	19,901.00	-8,505.00	n/a	205,499.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202002 Date: 2021-01-27
Page: 1 of 1

Date: Feb-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	676.0	384.0	1649.0	3020.0	0.0	-68.0	-34.0	229.0	393.0	609.0	-313.0	n/a	6545.0
2	706.0	401.0	1691.0	3113.0	0.0	-90.0	-52.0	234.0	388.0	579.0	-445.0	n/a	6525.0
3	693.0	401.0	1538.0	2855.0	0.0	-104.0	-68.0	203.0	405.0	676.0	-125.0	n/a	6474.0
4	651.0	383.0	1532.0	2827.0	0.0	-85.0	-55.0	185.0	400.0	665.0	-104.0	n/a	6399.0
5	662.0	389.0	1523.0	2797.0	0.0	-110.0	-76.0	222.0	415.0	678.0	-202.0	n/a	6298.0
6	641.0	373.0	1501.0	2760.0	0.0	-111.0	-81.0	206.0	411.0	676.0	-109.0	n/a	6267.0
7	658.0	389.0	1513.0	2775.0	0.0	-99.0	-64.0	178.0	369.0	619.0	-125.0	n/a	6213.0
8	691.0	391.0	1656.0	3018.0	0.0	-57.0	-31.0	201.0	366.0	568.0	-388.0	n/a	6415.0
9	707.0	408.0	1683.0	3103.0	0.0	-87.0	-48.0	214.0	361.0	538.0	-447.0	n/a	6432.0
10	679.0	401.0	1538.0	2857.0	0.0	-111.0	-78.0	189.0	380.0	633.0	-106.0	n/a	6382.0
11	667.0	399.0	1524.0	2805.0	0.0	-106.0	-75.0	198.0	387.0	650.0	-74.0	n/a	6375.0
12	679.0	412.0	1551.0	2858.0	0.0	-112.0	-80.0	224.0	406.0	677.0	-93.0	n/a	6522.0
13	644.0	383.0	1505.0	2766.0	0.0	-100.0	-65.0	188.0	370.0	634.0	-76.0	n/a	6249.0
14	692.0	415.0	1575.0	2904.0	0.0	-105.0	-72.0	222.0	404.0	689.0	-40.0	n/a	6684.0
15	740.0	438.0	1713.0	3142.0	0.0	-76.0	-42.0	239.0	381.0	585.0	-396.0	n/a	6724.0
16	663.0	379.0	1613.0	2988.0	0.0	-81.0	-37.0	207.0	344.0	516.0	-426.0	n/a	6166.0
17	660.0	373.0	1610.0	2991.0	0.0	-81.0	-50.0	192.0	357.0	551.0	-321.0	n/a	6282.0
18	647.0	385.0	1536.0	2819.0	0.0	-111.0	-78.0	205.0	396.0	660.0	-22.0	n/a	6437.0
19	661.0	389.0	1544.0	2842.0	0.0	-121.0	-84.0	199.0	388.0	639.0	-93.0	n/a	6364.0
20	643.0	379.0	1509.0	2760.0	0.0	-101.0	-71.0	167.0	378.0	623.0	-59.0	n/a	6228.0
21	658.0	392.0	1542.0	2816.0	0.0	-82.0	-51.0	173.0	403.0	689.0	48.0	n/a	6588.0
22	687.0	392.0	1681.0	3070.0	0.0	-67.0	-43.0	228.0	389.0	596.0	-369.0	n/a	6564.0
23	693.0	397.0	1691.0	3067.0	0.0	-74.0	-38.0	232.0	381.0	577.0	-387.0	n/a	6539.0
24	624.0	364.0	1510.0	2768.0	0.0	-105.0	-71.0	201.0	400.0	672.0	-62.0	n/a	6301.0
25	643.0	365.0	1489.0	2742.0	0.0	-107.0	-73.0	201.0	411.0	684.0	-63.0	n/a	6292.0
26	641.0	370.0	1505.0	2750.0	0.0	-118.0	-87.0	215.0	407.0	669.0	-175.0	n/a	6177.0
27	689.0	406.0	1535.0	2814.0	0.0	-102.0	-72.0	197.0	393.0	660.0	-113.0	n/a	6407.0
28	673.0	403.0	1530.0	2826.0	0.0	-126.0	-94.0	194.0	377.0	627.0	-91.0	n/a	6319.0
29	750.0	431.0	1709.0	3158.0	0.0	-121.0	-67.0	267.0	392.0	579.0	-416.0	n/a	6682.0
30													
31													
Monthly Total	19,518.00	11,392.00	45,696.00	84,011.00	0.00	-2,818.00	-1,837.00	6,010.00	11,252.00	18,218.00	-5,592.00	0.00	185,850.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202003 Date: 2021-01-27
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Date: Mar-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	699.0	402.0	1693.0	3101.0	0.0	-85.0	-45.0	170.0	388.0	592.0	-346.0	n/a	6569.0
2	644.0	380.0	1512.0	2813.0	0.0	-117.0	-83.0	160.0	401.0	660.0	-121.0	n/a	6249.0
3	661.0	388.0	1512.0	2802.0	0.0	-121.0	-88.0	166.0	418.0	694.0	-55.0	n/a	6377.0
4	676.0	397.0	1523.0	2829.0	0.0	-121.0	-87.0	232.0	413.0	683.0	-106.0	n/a	6439.0
5	655.0	392.0	1530.0	2839.0	0.0	-122.0	-88.0	196.0	378.0	638.0	-56.0	n/a	6362.0
6	671.0	402.0	1513.0	2795.0	0.0	-125.0	-91.0	234.0	387.0	641.0	-171.0	n/a	6256.0
7	737.0	426.0	1691.0	3109.0	0.0	-83.0	-52.0	248.0	376.0	598.0	-347.0	n/a	6703.0
8	706.0	398.0	1666.0	3041.0	0.0	-70.0	-32.0	243.0	360.0	559.0	-400.0	n/a	6471.0
9	718.0	420.0	1555.0	2885.0	0.0	-124.0	-94.0	236.0	425.0	707.0	-104.0	n/a	6624.0
10	655.0	383.0	1497.0	2764.0	0.0	-110.0	-76.0	208.0	400.0	687.0	-40.0	n/a	6368.0
11	682.0	399.0	1540.0	2865.0	0.0	-132.0	-96.0	260.0	461.0	776.0	35.0	n/a	6790.0
12	703.0	410.0	1536.0	2857.0	0.0	-115.0	-80.0	229.0	418.0	719.0	-3.0	n/a	6674.0
13	677.0	395.0	1527.0	2821.0	0.0	-103.0	-69.0	218.0	403.0	674.0	-60.0	n/a	6483.0
14	749.0	421.0	1729.0	3126.0	0.0	-57.0	-22.0	239.0	376.0	590.0	-336.0	n/a	6815.0
15	707.0	402.0	1686.0	3074.0	0.0	-77.0	-44.0	226.0	371.0	562.0	-412.0	n/a	6495.0
16	657.0	382.0	1533.0	2834.0	0.0	-95.0	-64.0	210.0	391.0	656.0	-110.0	n/a	6394.0
17	668.0	378.0	1526.0	2846.0	0.0	-114.0	-80.0	259.0	447.0	756.0	-201.0	n/a	6485.0
18	667.0	381.0	1563.0	2872.0	0.0	-108.0	-75.0	274.0	454.0	776.0	-203.0	n/a	6601.0
19	673.0	388.0	1577.0	2880.0	0.0	-71.0	-38.0	280.0	462.0	781.0	-222.0	n/a	6710.0
20	658.0	387.0	1590.0	2930.0	0.0	-92.0	-62.0	292.0	453.0	736.0	-320.0	n/a	6572.0
21	734.0	420.0	1761.0	3181.0	0.0	-46.0	-17.0	288.0	417.0	629.0	-550.0	n/a	6817.0
22	713.0	405.0	1713.0	3084.0	0.0	-54.0	-24.0	278.0	409.0	613.0	-574.0	n/a	6563.0
23	688.0	398.0	1600.0	2914.0	0.0	-84.0	-53.0	286.0	450.0	724.0	-337.0	n/a	6586.0
24	676.0	391.0	1598.0	2903.0	0.0	-73.0	-44.0	290.0	457.0	733.0	-315.0	n/a	6616.0
25	718.0	420.0	1656.0	3028.0	0.0	-96.0	-65.0	299.0	460.0	719.0	-420.0	n/a	6719.0
26	695.0	405.0	1622.0	2965.0	0.0	-58.0	-31.0	247.0	440.0	701.0	-392.0	n/a	6594.0
27	695.0	405.0	1623.0	2977.0	0.0	-89.0	-60.0	267.0	447.0	673.0	-460.0	n/a	6478.0
28	707.0	402.0	1699.0	3070.0	0.0	-54.0	-25.0	248.0	394.0	579.0	-484.0	n/a	6536.0
29	746.0	429.0	1756.0	3368.0	0.0	12.0	44.0	238.0	366.0	531.0	-488.0	n/a	7002.0
30	676.0	401.0	1618.0	2932.0	0.0	-72.0	-43.0	243.0	421.0	652.0	-314.0	n/a	6514.0
31	683.0	406.0	1605.0	2909.0	0.0	-53.0	-26.0	219.0	405.0	620.0	-386.0	n/a	6382.0
Monthly Total	21,394.00	12,413.00	49,750.00	91,414.00	0.00	-2,709.00	-1,710.00	7,483.00	12,848.00	20,659.00	-8,298.00	n/a	203,244.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202004 Date: 2021-01-27
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Date: Apr-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	658.0	387.0	1616.0	2944.0	0.0	-71.0	-41.0	241.0	428.0	663.0	-453.0	n/a	6372.0
2	721.0	412.0	1666.0	3050.0	0.0	-79.0	-44.0	287.0	432.0	643.0	-472.0	n/a	6616.0
3	717.0	419.0	1685.0	3066.0	0.0	-66.0	-33.0	249.0	413.0	621.0	-373.0	n/a	6698.0
4	756.0	429.0	1747.0	3170.0	0.0	-29.0	4.0	268.0	406.0	579.0	-521.0	n/a	6809.0
5	748.0	428.0	1716.0	3106.0	0.0	-46.0	-21.0	281.0	416.0	575.0	-650.0	n/a	6553.0
6	759.0	439.0	1678.0	3055.0	0.0	-68.0	-41.0	286.0	445.0	664.0	-450.0	n/a	6767.0
7	702.0	402.0	1605.0	2925.0	0.0	-73.0	-43.0	267.0	415.0	633.0	-446.0	n/a	6387.0
8	763.0	440.0	1707.0	3120.0	0.0	-73.0	-44.0	284.0	435.0	683.0	-370.0	n/a	6945.0
9	681.0	400.0	1595.0	2888.0	0.0	-52.0	-37.0	239.0	388.0	628.0	-333.0	n/a	6397.0
10	726.0	415.0	1666.0	2998.0	0.0	-42.0	n/a	244.0	378.0	555.0	-562.0	n/a	6378.0
11	743.0	424.0	1722.0	3126.0	0.0	-52.0	n/a	293.0	395.0	557.0	-503.0	n/a	6705.0
12	691.0	388.0	1651.0	2948.0	0.0	-44.0	n/a	245.0	364.0	542.0	-536.0	n/a	6249.0
13	686.0	393.0	1607.0	2929.0	0.0	-120.0	n/a	320.0	434.0	646.0	-541.0	n/a	6354.0
14	698.0	407.0	1619.0	2934.0	0.0	-51.0	n/a	200.0	371.0	614.0	-233.0	n/a	6559.0
15	714.0	413.0	1619.0	2933.0	0.0	-43.0	n/a	230.0	386.0	648.0	-272.0	n/a	6628.0
16	742.0	431.0	1648.0	2995.0	0.0	-60.0	n/a	242.0	418.0	677.0	-362.0	n/a	6731.0
17	692.0	402.0	1595.0	2898.0	0.0	-78.0	n/a	273.0	432.0	660.0	-489.0	n/a	6385.0
18	741.0	417.0	1719.0	3113.0	0.0	-38.0	n/a	270.0	385.0	587.0	-513.0	n/a	6681.0
19	722.0	405.0	1677.0	3044.0	0.0	-40.0	n/a	255.0	377.0	561.0	-550.0	n/a	6451.0
20	741.0	437.0	1675.0	3066.0	0.0	-69.0	n/a	281.0	432.0	683.0	-343.0	n/a	6903.0
21	716.0	420.0	1636.0	2967.0	0.0	-70.0	n/a	275.0	440.0	712.0	-403.0	n/a	6693.0
22	748.0	439.0	1663.0	3014.0	0.0	-77.0	n/a	278.0	432.0	697.0	-389.0	n/a	6805.0
23	756.0	449.0	1699.0	3081.0	0.0	-114.0	n/a	327.0	441.0	685.0	-437.0	n/a	6887.0
24	725.0	434.0	1711.0	3094.0	0.0	-48.0	n/a	272.0	420.0	687.0	-301.0	n/a	6994.0
25	847.0	481.0	1828.0	3293.0	0.0	-47.0	n/a	286.0	406.0	606.0	-555.0	n/a	7145.0
26	821.0	473.0	1781.0	3191.0	0.0	-27.0	n/a	253.0	374.0	570.0	-509.0	n/a	6927.0
27	839.0	501.0	1836.0	3370.0	0.0	-56.0	24.0	284.0	468.0	755.0	-385.0	n/a	7636.0
28	843.0	507.0	1833.0	3326.0	0.0	-52.0	-20.0	268.0	450.0	744.0	-315.0	n/a	7584.0
29	792.0	470.0	1715.0	3128.0	0.0	-65.0	-32.0	270.0	423.0	679.0	-370.0	n/a	7010.0
30	798.0	466.0	1701.0	3078.0	0.0	-74.0	-43.0	280.0	443.0	702.0	-399.0	n/a	6952.0
31													
Monthly Total	22,286.00	12,928.00	50,616.00	91,850.00	0.00	-1,824.00	-371.00	8,048.00	12,447.00	19,256.00	-13,035.00	0.00	202,201.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202005 Date: 2021-01-27
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Date: May-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	858.0	499.0	1838.0	3356.0	0.0	-59.0	-29.0	292.0	464.0	734.0	-463.0	n/a	7490.0
2	981.0	551.0	2016.0	3700.0	0.0	-37.0	-14.0	330.0	474.0	703.0	-691.0	n/a	8013.0
3	1077.0	611.0	2133.0	3955.0	0.0	-35.0	2.0	343.0	486.0	731.0	-675.0	n/a	8628.0
4	859.0	508.0	1842.0	3400.0	0.0	-55.0	-36.0	294.0	467.0	756.0	-347.0	n/a	7688.0
5	839.0	495.0	1780.0	3293.0	0.0	-87.0	-56.0	301.0	452.0	711.0	-460.0	n/a	7268.0
6	952.0	561.0	1949.0	3566.0	0.0	-62.0	-29.0	298.0	464.0	744.0	-399.0	n/a	8044.0
7	972.0	574.0	1932.0	3538.0	0.0	-57.0	-30.0	293.0	469.0	785.0	-289.0	n/a	8187.0
8	882.0	529.0	1833.0	3354.0	0.0	-87.0	-49.0	327.0	468.0	770.0	-470.0	n/a	7557.0
9	913.0	536.0	1932.0	3496.0	0.0	-24.0	2.0	278.0	399.0	625.0	-551.0	n/a	7606.0
10	891.0	519.0	1841.0	3347.0	0.0	-46.0	-17.0	258.0	395.0	609.0	-547.0	n/a	7250.0
11	865.0	519.0	1816.0	3259.0	0.0	-70.0	-39.0	272.0	439.0	724.0	-394.0	n/a	7391.0
12	986.0	579.0	1932.0	3501.0	0.0	-69.0	-38.0	316.0	478.0	773.0	-456.0	n/a	8002.0
13	1064.0	620.0	2042.0	3726.0	0.0	-48.0	-31.0	333.0	492.0	779.0	-456.0	n/a	8521.0
14	911.0	536.0	1830.0	3304.0	0.0	-41.0	-15.0	266.0	434.0	684.0	-383.0	n/a	7526.0
15	951.0	541.0	1905.0	3417.0	0.0	-55.0	-44.0	290.0	465.0	701.0	-518.0	n/a	7653.0
16	1165.0	645.0	2210.0	4011.0	0.0	-8.0	25.0	302.0	459.0	667.0	-619.0	n/a	8857.0
17	832.0	468.0	1832.0	3367.0	0.0	-53.0	-17.0	311.0	432.0	607.0	-691.0	n/a	7088.0
18	737.0	415.0	1712.0	3122.0	0.0	-34.0	-4.0	213.0	376.0	556.0	-500.0	n/a	6593.0
19	815.0	490.0	1763.0	3222.0	0.0	-54.0	-24.0	266.0	441.0	715.0	-333.0	n/a	7301.0
20	1019.0	592.0	1980.0	3607.0	0.0	-57.0	-30.0	329.0	491.0	788.0	-429.0	n/a	8290.0
21	1155.0	673.0	2156.0	3952.0	0.0	-50.0	-17.0	346.0	503.0	792.0	-473.0	n/a	9037.0
22	1032.0	616.0	1995.0	3637.0	0.0	-76.0	-37.0	323.0	471.0	739.0	-473.0	n/a	8227.0
23	1194.0	668.0	2321.0	4229.0	0.0	-22.0	12.0	302.0	468.0	698.0	-626.0	n/a	9244.0
24	1411.0	791.0	2606.0	4735.0	0.0	-8.0	14.0	320.0	530.0	763.0	-719.0	n/a	10443.0
25	1414.0	794.0	2556.0	4720.0	0.0	-64.0	-65.0	400.0	630.0	977.0	-516.0	n/a	10846.0
26	1422.0	793.0	2613.0	4827.0	0.0	-66.0	-86.0	350.0	611.0	961.0	-416.0	n/a	11009.0
27	1367.0	785.0	2486.0	4599.0	0.0	-81.0	-59.0	375.0	603.0	941.0	-492.0	n/a	10524.0
28	1138.0	645.0	2115.0	3891.0	0.0	-100.0	-62.0	319.0	541.0	882.0	-355.0	n/a	9014.0
29	1119.0	665.0	2063.0	3807.0	0.0	-73.0	-20.0	278.0	489.0	813.0	-290.0	n/a	8851.0
30	1239.0	719.0	2357.0	4314.0	0.0	-37.0	15.0	357.0	520.0	799.0	-527.0	n/a	9756.0
31	1326.0	776.0	2491.0	4515.0	0.0	-27.0	12.0	358.0	505.0	747.0	-660.0	n/a	10043.0
Monthly Total	32,386.00	18,713.00	63,877.00	116,767.00	0.00	-1,642.00	-766.00	9,640.00	14,916.00	23,274.00	-15,218.00	n/a	261,947.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202006 Date: 2021-01-27
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Date: Jun-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1322.0	789.0	2424.0	4423.0	0.0	-60.0	-40.0	336.0	560.0	912.0	-364.0	n/a	10302.0
2	1299.0	771.0	2420.0	4420.0	0.0	-88.0	-50.0	372.0	581.0	951.0	-305.0	n/a	10371.0
3	1370.0	811.0	2546.0	4691.0	0.0	-87.0	-44.0	414.0	651.0	1064.0	-372.0	n/a	11044.0
4	1489.0	865.0	2678.0	4900.0	0.0	-58.0	-26.0	404.0	657.0	1105.0	-273.0	n/a	11741.0
5	1606.0	933.0	2890.0	5308.0	0.0	-47.0	-24.0	467.0	737.0	1207.0	-594.0	n/a	12483.0
6	1685.0	967.0	3113.0	5709.0	0.0	-32.0	20.0	403.0	574.0	1122.0	-896.0	n/a	12665.0
7	1652.0	950.0	3063.0	5641.0	0.0	-38.0	-28.0	n/a	n/a	1109.0	-928.0	n/a	11421.0
8	1546.0	869.0	2897.0	5419.0	0.0	-79.0	-66.0	n/a	n/a	1364.0	-565.0	n/a	11385.0
9	1546.0	877.0	2873.0	5327.0	0.0	-108.0	-75.0	246.0	472.0	1299.0	-642.0	n/a	11815.0
10	1298.0	743.0	2444.0	4488.0	0.0	-123.0	-105.0	400.0	668.0	1126.0	-394.0	n/a	10545.0
11	1428.0	777.0	2483.0	4663.0	0.0	-91.0	-81.0	367.0	627.0	1067.0	-152.0	n/a	11088.0
12	1646.0	918.0	2819.0	5256.0	0.0	-74.0	-30.0	438.0	749.0	1252.0	-492.0	n/a	12482.0
13	1754.0	957.0	3026.0	5617.0	0.0	-35.0	4.0	538.0	748.0	1162.0	-818.0	n/a	12953.0
14	1736.0	866.0	3115.0	5811.0	0.0	9.0	48.0	492.0	740.0	1150.0	-849.0	n/a	13118.0
15	1778.0	948.0	3136.0	5899.0	0.0	-57.0	-35.0	530.0	841.0	1387.0	-721.0	n/a	13706.0
16	1927.0	1074.0	3337.0	6188.0	0.0	-61.0	-30.0	572.0	887.0	1442.0	-718.0	n/a	14618.0
17	2110.0	1137.0	3250.0	6145.0	0.0	2.0	35.0	610.0	910.0	1486.0	-913.0	n/a	14772.0
18	2060.0	1117.0	3475.0	6457.0	0.0	-52.0	-9.0	593.0	893.0	1457.0	-761.0	n/a	15230.0
19	2146.0	1148.0	3704.0	6806.0	0.0	-6.0	3.0	550.0	860.0	1405.0	-678.0	n/a	15938.0
20	2327.0	1273.0	3929.0	7173.0	0.0	29.0	64.0	607.0	897.0	1417.0	-954.0	n/a	16762.0
21	1887.0	984.0	3308.0	6021.0	0.0	-15.0	16.0	485.0	694.0	1071.0	-803.0	n/a	13648.0
22	1730.0	908.0	3143.0	5806.0	0.0	-66.0	-48.0	502.0	779.0	1300.0	-615.0	n/a	13439.0
23	1448.0	813.0	2541.0	4605.0	0.0	-73.0	-35.0	380.0	611.0	1052.0	-420.0	n/a	10922.0
24	1568.0	832.0	2733.0	5009.0	0.0	-95.0	-62.0	441.0	686.0	1151.0	-529.0	n/a	11734.0
25	1765.0	964.0	3019.0	5495.0	0.0	-24.0	14.0	448.0	700.0	1210.0	-328.0	n/a	13263.0
26	1835.0	1017.0	3075.0	5638.0	0.0	-53.0	-4.0	505.0	758.0	1281.0	-488.0	n/a	13564.0
27	1385.0	762.0	2484.0	4469.0	0.0	-29.0	7.0	329.0	507.0	848.0	-437.0	n/a	10325.0
28	1434.0	805.0	2713.0	4924.0	0.0	-34.0	12.0	388.0	543.0	828.0	-672.0	n/a	10941.0
29	1526.0	887.0	3171.0	5642.0	0.0	36.0	96.0	381.0	640.0	1082.0	-331.0	n/a	13130.0
30	1867.0	1014.0	3246.0	5940.0	0.0	-91.0	-66.0	525.0	760.0	1213.0	-579.0	n/a	13829.0
31													
Monthly Total	50,170.00	27,776.00	89,055.00	163,890.00	0.00	-1,500.00	-539.00	12,723.00	19,730.00	35,520.00	-17,591.00	0.00	379,234.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202007 Date: 2021-01-27
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Date: Jul-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	2278.0	1251.0	3661.0	6598.0	0.0	-25.0	-14.0	440.0	807.0	1323.0	-643.0	n/a	15676.0
2	2079.0	1134.0	3517.0	6384.0	0.0	-19.0	-2.0	510.0	819.0	1369.0	-580.0	n/a	15211.0
3	2281.0	1276.0	3838.0	6981.0	0.0	11.0	47.0	558.0	845.0	1305.0	-1109.0	n/a	16033.0
4	2239.0	1254.0	3804.0	6986.0	0.0	7.0	26.0	551.0	826.0	1259.0	-1135.0	n/a	15817.0
5	2292.0	1251.0	3922.0	7214.0	0.0	9.0	25.0	578.0	851.0	1278.0	-1118.0	n/a	16302.0
6	2396.0	1306.0	3991.0	7286.0	0.0	2.0	31.0	580.0	940.0	1564.0	-725.0	n/a	17371.0
7	2140.0	1171.0	3629.0	6663.0	0.0	-111.0	-68.0	591.0	917.0	1533.0	-812.0	n/a	15653.0
8	1516.0	870.0	3185.0	5579.0	0.0	-43.0	-9.0	460.0	724.0	1202.0	-459.0	n/a	13025.0
9	2023.0	1137.0	3603.0	6334.0	0.0	-71.0	-31.0	535.0	821.0	1326.0	-613.0	n/a	15064.0
10	1869.0	1051.0	3155.0	5657.0	0.0	-78.0	-54.0	417.0	724.0	1208.0	-414.0	n/a	13535.0
11	1531.0	858.0	2764.0	4892.0	0.0	1.0	33.0	318.0	515.0	832.0	-400.0	n/a	11344.0
12	1706.0	939.0	3152.0	5621.0	0.0	20.0	92.0	415.0	474.0	747.0	-410.0	n/a	12756.0
13	1801.0	957.0	3244.0	5784.0	0.0	-14.0	43.0	406.0	696.0	1146.0	-176.0	n/a	13887.0
14	1773.0	946.0	3248.0	5897.0	0.0	-53.0	4.0	467.0	756.0	1239.0	-321.0	n/a	13956.0
15	1995.0	1130.0	3497.0	6267.0	0.0	-54.0	4.0	509.0	800.0	1318.0	-364.0	n/a	15102.0
16	1555.0	872.0	2648.0	4758.0	0.0	-97.0	-43.0	378.0	634.0	1080.0	-186.0	n/a	11599.0
17	1671.0	921.0	2890.0	5173.0	0.0	-80.0	-32.0	462.0	692.0	1143.0	-408.0	n/a	12432.0
18	2010.0	1143.0	3361.0	6008.0	0.0	15.0	66.0	448.0	649.0	982.0	-648.0	n/a	14034.0
19	1763.0	1016.0	3007.0	5365.0	0.0	-5.0	35.0	387.0	566.0	883.0	-610.0	n/a	12407.0
20	1247.0	649.0	2450.0	4417.0	0.0	-57.0	-13.0	361.0	590.0	989.0	-297.0	n/a	10336.0
21	1396.0	754.0	2640.0	4717.0	0.0	-88.0	-55.0	402.0	613.0	1016.0	-314.0	n/a	11081.0
22	1502.0	838.0	2767.0	4946.0	0.0	-40.0	-1.0	365.0	618.0	1048.0	-316.0	n/a	11727.0
23	1557.0	870.0	2830.0	5106.0	0.0	-44.0	-1.0	426.0	681.0	1109.0	-395.0	n/a	12139.0
24	1646.0	919.0	3029.0	5532.0	0.0	-57.0	-10.0	497.0	791.0	1299.0	-286.0	n/a	13360.0
25	1756.0	977.0	3162.0	5804.0	0.0	-72.0	-20.0	542.0	763.0	1187.0	-856.0	n/a	13243.0
26	1849.0	1041.0	3292.0	5986.0	0.0	-22.0	3.0	496.0	727.0	1089.0	-721.0	n/a	13740.0
27	1775.0	988.0	3129.0	5720.0	0.0	-70.0	-47.0	497.0	812.0	1367.0	-444.0	n/a	13727.0
28	1794.0	983.0	3296.0	6092.0	0.0	-78.0	-58.0	591.0	913.0	1436.0	-372.0	n/a	14597.0
29	1583.0	899.0	2972.0	5414.0	0.0	-48.0	-14.0	448.0	726.0	1239.0	-421.0	n/a	12798.0
30	1725.0	981.0	3071.0	5624.0	0.0	-4.0	17.0	434.0	715.0	1217.0	-177.0	n/a	13603.0
31	1563.0	866.0	2982.0	5616.0	0.0	17.0	30.0	422.0	689.0	1137.0	-328.0	n/a	12994.0
Monthly Total	56,311.00	31,248.00	99,736.00	180,421.00	0.00	-1,148.00	-16.00	14,491.00	22,694.00	36,870.00	-16,058.00	n/a	424,549.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202008 Date: 2021-01-27
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Date: Aug-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1415.0	805.0	2666.0	4857.0	0.0	-7.0	23.0	359.0	576.0	916.0	-548.0	n/a	11062.0
2	1184.0	705.0	2329.0	4168.0	0.0	-18.0	21.0	281.0	467.0	751.0	-494.0	n/a	9394.0
3	1365.0	781.0	2502.0	4510.0	0.0	-51.0	-20.0	330.0	538.0	857.0	-432.0	n/a	10380.0
4	1306.0	754.0	2361.0	4272.0	0.0	-74.0	-38.0	299.0	541.0	933.0	-96.0	n/a	10258.0
5	1354.0	795.0	2510.0	4570.0	0.0	-92.0	-58.0	411.0	656.0	1172.0	-91.0	n/a	11227.0
6	1376.0	797.0	2563.0	4697.0	0.0	-79.0	-46.0	435.0	730.0	1268.0	149.0	n/a	11890.0
7	1525.0	859.0	2816.0	5131.0	0.0	-45.0	40.0	435.0	697.0	1166.0	-224.0	n/a	12400.0
8	1787.0	1041.0	3134.0	5641.0	0.0	-16.0	59.0	451.0	671.0	1066.0	-627.0	n/a	13207.0
9	1645.0	942.0	3099.0	5694.0	0.0	1.0	45.0	438.0	662.0	1013.0	-702.0	n/a	12837.0
10	1490.0	795.0	2855.0	5395.0	0.0	-90.0	11.0	476.0	746.0	1231.0	-565.0	n/a	12344.0
11	1729.0	961.0	3078.0	5714.0	0.0	-158.0	-15.0	537.0	820.0	1332.0	-796.0	n/a	13202.0
12	1961.0	1138.0	3350.0	6155.0	0.0	-118.0	-5.0	558.0	858.0	1388.0	-788.0	n/a	14497.0
13	2103.0	1227.0	3453.0	6448.0	0.0	-98.0	-13.0	529.0	817.0	1328.0	-682.0	n/a	15112.0
14	1980.0	1144.0	3276.0	6142.0	0.0	-69.0	n/a	521.0	814.0	1322.0	-803.0	n/a	14327.0
15	1819.0	1051.0	3224.0	5952.0	0.0	-27.0	n/a	468.0	710.0	1095.0	-662.0	n/a	13630.0
16	1246.0	705.0	2440.0	4495.0	0.0	-76.0	28.0	409.0	581.0	893.0	-759.0	n/a	9962.0
17	1420.0	796.0	2550.0	4656.0	0.0	-76.0	-50.0	379.0	622.0	1045.0	-337.0	n/a	11005.0
18	1676.0	957.0	2904.0	5336.0	0.0	-2.0	94.0	394.0	635.0	1029.0	-405.0	n/a	12618.0
19	2010.0	1186.0	3253.0	5917.0	0.0	-81.0	125.0	438.0	732.0	1211.0	-513.0	n/a	14278.0
20	2203.0	1326.0	3426.0	6287.0	0.0	19.0	58.0	417.0	704.0	1168.0	-330.0	n/a	15278.0
21	2213.0	1307.0	3581.0	6455.0	0.0	-13.0	36.0	437.0	752.0	1260.0	-319.0	n/a	15709.0
22	2269.0	1346.0	3687.0	6615.0	0.0	-9.0	38.0	528.0	789.0	1249.0	-743.0	n/a	15769.0
23	2235.0	1322.0	3668.0	6632.0	0.0	-5.0	46.0	507.0	758.0	1199.0	-760.0	n/a	15602.0
24	2248.0	1303.0	3553.0	6384.0	0.0	-65.0	-40.0	458.0	760.0	1268.0	-314.0	n/a	15555.0
25	2186.0	1272.0	3455.0	6123.0	0.0	-80.0	-57.0	466.0	727.0	1193.0	-284.0	n/a	15001.0
26	1970.0	1208.0	3081.0	5452.0	0.0	-59.0	-65.0	383.0	653.0	1093.0	-247.0	n/a	13469.0
27	1819.0	1118.0	2941.0	5261.0	0.0	-110.0	-93.0	368.0	659.0	1107.0	-81.0	n/a	12989.0
28	1665.0	999.0	2704.0	4749.0	0.0	-111.0	-94.0	381.0	593.0	962.0	-325.0	n/a	11523.0
29	1655.0	1007.0	2741.0	4777.0	0.0	31.0	48.0	243.0	472.0	803.0	-218.0	n/a	11559.0
30	1734.0	1035.0	2865.0	4971.0	0.0	-5.0	10.0	341.0	522.0	827.0	-444.0	n/a	11856.0
31	1837.0	954.0	3015.0	5249.0	0.0	19.0	39.0	310.0	591.0	1022.0	-30.0	n/a	13006.0
Monthly Total	54,425.00	31,636.00	93,080.00	168,705.00	0.00	-1,564.00	127.00	12,987.00	20,853.00	34,167.00	-13,470.00	n/a	400,946.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
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Date: Sep-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1960.0	1128.0	3056.0	5321.0	0.0	-50.0	-16.0	334.0	598.0	992.0	-205.0	n/a	13118.0
2	1805.0	1115.0	2838.0	4935.0	0.0	-37.0	-7.0	315.0	570.0	963.0	-41.0	n/a	12456.0
3	1951.0	1197.0	3001.0	5218.0	0.0	0.0	29.0	310.0	574.0	971.0	-14.0	n/a	13237.0
4	1974.0	1084.0	3102.0	5410.0	0.0	3.0	25.0	373.0	609.0	1007.0	-267.0	n/a	13320.0
5	1837.0	1046.0	2968.0	5190.0	0.0	22.0	40.0	348.0	526.0	832.0	-482.0	n/a	12327.0
6	1842.0	1044.0	2952.0	5118.0	0.0	21.0	43.0	336.0	496.0	768.0	-538.0	n/a	12082.0
7	1392.0	810.0	2548.0	4596.0	0.0	29.0	50.0	278.0	470.0	736.0	-379.0	n/a	10530.0
8	1610.0	958.0	2590.0	4552.0	0.0	-12.0	11.0	280.0	487.0	828.0	-152.0	n/a	11152.0
9	1703.0	1044.0	2677.0	4684.0	0.0	-13.0	11.0	287.0	520.0	879.0	-57.0	n/a	11735.0
10	1636.0	1026.0	2590.0	4544.0	0.0	-47.0	-15.0	281.0	505.0	854.0	-120.0	n/a	11254.0
11	1686.0	1025.0	2680.0	4701.0	0.0	-31.0	-5.0	312.0	516.0	873.0	-149.0	n/a	11608.0
12	1724.0	1042.0	2819.0	4954.0	0.0	-10.0	2.0	304.0	487.0	763.0	-370.0	n/a	11715.0
13	1748.0	1073.0	2842.0	4942.0	0.0	30.0	50.0	256.0	458.0	715.0	-438.0	n/a	11676.0
14	1792.0	1109.0	2807.0	4880.0	0.0	-16.0	6.0	323.0	568.0	949.0	-159.0	n/a	12259.0
15	1814.0	1106.0	2809.0	4899.0	0.0	-11.0	10.0	330.0	561.0	941.0	-132.0	n/a	12327.0
16	1856.0	1135.0	2894.0	5066.0	0.0	-21.0	7.0	325.0	574.0	974.0	-135.0	n/a	12675.0
17	1814.0	1131.0	2804.0	4936.0	0.0	-25.0	6.0	332.0	571.0	949.0	-144.0	n/a	12374.0
18	1719.0	1046.0	2727.0	4806.0	0.0	-26.0	-5.0	305.0	533.0	884.0	-185.0	n/a	11804.0
19	1799.0	1081.0	2889.0	5082.0	0.0	-5.0	17.0	323.0	504.0	777.0	-432.0	n/a	12035.0
20	1865.0	1136.0	2998.0	5269.0	0.0	14.0	38.0	324.0	513.0	771.0	-530.0	n/a	12398.0
21	1835.0	1147.0	2982.0	5209.0	0.0	11.0	32.0	319.0	576.0	951.0	-178.0	n/a	12884.0
22	1804.0	1091.0	2888.0	5112.0	0.0	-16.0	1.0	364.0	590.0	943.0	-279.0	n/a	12498.0
23	1868.0	1117.0	2961.0	5207.0	0.0	-15.0	14.0	350.0	601.0	1004.0	-251.0	n/a	12856.0
24	1827.0	1127.0	2902.0	5114.0	0.0	-10.0	15.0	359.0	601.0	983.0	-299.0	n/a	12619.0
25	1855.0	1116.0	2946.0	5213.0	0.0	-14.0	9.0	355.0	608.0	990.0	-300.0	n/a	12778.0
26	1890.0	1135.0	3074.0	5381.0	0.0	27.0	39.0	352.0	549.0	853.0	-494.0	n/a	12806.0
27	1836.0	1125.0	3007.0	5250.0	0.0	3.0	21.0	330.0	516.0	771.0	-542.0	n/a	12317.0
28	1630.0	1010.0	2647.0	4450.0	0.0	-29.0	-12.0	308.0	540.0	884.0	-258.0	n/a	11170.0
29	1560.0	957.0	2588.0	4491.0	0.0	-22.0	-5.0	325.0	537.0	884.0	-249.0	n/a	11066.0
30	1615.0	992.0	2613.0	4532.0	0.0	-17.0	3.0	317.0	545.0	909.0	-233.0	n/a	11276.0
31													
Monthly Total	53,247.00	32,153.00	85,199.00	149,062.00	0.00	-267.00	414.00	9,655.00	16,303.00	26,598.00	-8,012.00	0.00	364,352.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202010 Date: 2021-01-27
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Date: Oct-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1495.0	933.0	2439.0	4266.0	0.0	-32.0	-14.0	322.0	519.0	843.0	-199.0	n/a	10572.0
2	1612.0	976.0	2576.0	4476.0	0.0	-4.0	12.0	297.0	493.0	810.0	-190.0	n/a	11058.0
3	1564.0	934.0	2604.0	4558.0	0.0	13.0	28.0	299.0	446.0	680.0	-487.0	n/a	10639.0
4	1545.0	936.0	2570.0	4467.0	0.0	7.0	24.0	279.0	431.0	622.0	-611.0	n/a	10270.0
5	1500.0	921.0	2505.0	4389.0	0.0	-10.0	7.0	300.0	487.0	796.0	-260.0	n/a	10635.0
6	1576.0	957.0	2575.0	4496.0	0.0	-18.0	-3.0	283.0	497.0	810.0	-165.0	n/a	11008.0
7	1675.0	1028.0	2687.0	4684.0	0.0	-37.0	-16.0	354.0	576.0	968.0	-277.0	n/a	11642.0
8	1644.0	1023.0	2653.0	4631.0	0.0	-34.0	-19.0	358.0	554.0	890.0	-271.0	n/a	11429.0
9	1524.0	910.0	2566.0	4502.0	0.0	-4.0	14.0	312.0	508.0	859.0	-268.0	n/a	10923.0
10	1677.0	1011.0	2811.0	4885.0	0.0	8.0	17.0	307.0	475.0	705.0	-603.0	n/a	11293.0
11	1558.0	932.0	2622.0	4564.0	0.0	11.0	33.0	287.0	428.0	683.0	-541.0	n/a	10577.0
12	1620.0	982.0	2686.0	4655.0	0.0	13.0	28.0	269.0	446.0	695.0	-545.0	n/a	10849.0
13	1352.0	824.0	2323.0	4080.0	0.0	-34.0	-18.0	282.0	459.0	762.0	-197.0	n/a	9833.0
14	1398.0	852.0	2368.0	4161.0	0.0	-16.0	-2.0	246.0	455.0	767.0	-151.0	n/a	10078.0
15	1424.0	281.0	2345.0	4106.0	0.0	-27.0	-14.0	288.0	459.0	769.0	-281.0	n/a	9350.0
16	1356.0	n/a	2308.0	4026.0	0.0	-26.0	-9.0	249.0	422.0	721.0	-217.0	n/a	8830.0
17	1372.0	n/a	2372.0	4158.0	0.0	-6.0	8.0	243.0	401.0	634.0	-437.0	n/a	8745.0
18	1191.0	n/a	2207.0	3923.0	0.0	-31.0	-9.0	272.0	402.0	608.0	-558.0	n/a	8005.0
19	1252.0	n/a	2164.0	3816.0	0.0	-37.0	-22.0	237.0	386.0	690.0	-141.0	n/a	8345.0
20	1209.0	n/a	2104.0	3794.0	0.0	-132.0	-114.0	414.0	-73.0	400.0	521.0	n/a	8123.0
21	1155.0	n/a	2061.0	3697.0	0.0	-64.0	-42.0	243.0	454.0	756.0	-203.0	n/a	8057.0
22	1145.0	n/a	2046.0	3639.0	0.0	-47.0	-34.0	238.0	422.0	700.0	-206.0	n/a	7903.0
23	1167.0	n/a	2073.0	3690.0	0.0	-57.0	-39.0	216.0	421.0	687.0	-231.0	n/a	7927.0
24	1166.0	n/a	2175.0	3769.0	0.0	-12.0	-2.0	253.0	400.0	610.0	-471.0	n/a	7888.0
25	1038.0	n/a	2075.0	3624.0	0.0	-23.0	3.0	247.0	392.0	574.0	-547.0	n/a	7383.0
26	1085.0	n/a	2019.0	3533.0	0.0	-64.0	-35.0	258.0	431.0	694.0	-157.0	12.0	7776.0
27	1099.0	n/a	2024.0	3584.0	0.0	-68.0	-55.0	245.0	438.0	730.0	-40.0	n/a	7957.0
28	1084.0	n/a	2017.0	3597.0	0.0	-56.0	-44.0	245.0	434.0	718.0	-58.0	n/a	7937.0
29	1164.0	471.0	2058.0	3663.0	0.0	-84.0	-33.0	279.0	478.0	777.0	-137.0	n/a	8636.0
30	1119.0	697.0	2029.0	3621.0	0.0	-79.0	-5.0	258.0	384.0	632.0	-21.0	n/a	8635.0
31	1175.0	727.0	2194.0	3838.0	0.0	-34.0	29.0	259.0	416.0	691.0	-235.0	n/a	9060.0
Monthly Total	41,941.00	15,395.00	72,256.00	126,892.00	0.00	-984.00	-326.00	8,639.00	13,441.00	22,281.00	-8,184.00	12.00	291,363.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202011 Date: 2021-01-27
Page: 1 of 1

Date: Nov-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1177.0	734.0	2266.0	3949.0	0.0	-45.0	26.0	297.0	430.0	732.0	-344.0	n/a	9222.0
2	1140.0	717.0	2090.0	3687.0	0.0	-66.0	8.0	281.0	448.0	776.0	-119.0	n/a	8962.0
3	1131.0	702.0	2032.0	3632.0	0.0	-85.0	-12.0	263.0	476.0	818.0	-73.0	n/a	8884.0
4	1110.0	685.0	2040.0	3609.0	0.0	-71.0	2.0	250.0	469.0	791.0	-89.0	n/a	8796.0
5	1281.0	790.0	2184.0	3758.0	0.0	-31.0	31.0	232.0	426.0	685.0	1.0	n/a	9357.0
6	1081.0	660.0	1996.0	3542.0	0.0	-52.0	18.0	236.0	404.0	666.0	52.0	n/a	8603.0
7	1117.0	678.0	2115.0	3711.0	0.0	-12.0	56.0	207.0	374.0	569.0	-118.0	n/a	8697.0
8	1130.0	691.0	2167.0	3769.0	0.0	-7.0	61.0	206.0	374.0	541.0	-277.0	n/a	8655.0
9	1071.0	667.0	1990.0	3505.0	0.0	-55.0	13.0	198.0	423.0	696.0	163.0	n/a	8671.0
10	963.0	599.0	1875.0	3360.0	0.0	-61.0	6.0	206.0	442.0	739.0	170.0	n/a	8299.0
11	1030.0	648.0	2019.0	3536.0	0.0	-39.0	32.0	195.0	397.0	670.0	135.0	n/a	8623.0
12	1021.0	645.0	2011.0	3516.0	0.0	-45.0	31.0	234.0	475.0	846.0	334.0	n/a	9068.0
13	1075.0	671.0	1981.0	3479.0	0.0	-18.0	53.0	169.0	355.0	592.0	-37.0	n/a	8320.0
14	1083.0	661.0	2082.0	3665.0	0.0	-13.0	52.0	193.0	339.0	516.0	-303.0	n/a	8275.0
15	1067.0	652.0	2089.0	3653.0	0.0	-6.0	61.0	193.0	336.0	486.0	-448.0	n/a	8083.0
16	1144.0	711.0	2077.0	3661.0	0.0	-35.0	32.0	181.0	367.0	593.0	-113.0	n/a	8618.0
17	1050.0	653.0	1950.0	3475.0	0.0	-60.0	7.0	186.0	364.0	589.0	-115.0	n/a	8099.0
18	1112.0	683.0	2016.0	3569.0	0.0	-68.0	2.0	225.0	390.0	626.0	-81.0	n/a	8474.0
19	1426.0	884.0	2344.0	4029.0	0.0	-32.0	37.0	195.0	367.0	601.0	-37.0	n/a	9814.0
20	1150.0	708.0	2038.0	3593.0	0.0	-44.0	27.0	183.0	343.0	566.0	-38.0	n/a	8526.0
21	1075.0	653.0	2075.0	3652.0	0.0	-10.0	55.0	210.0	340.0	509.0	-318.0	n/a	8241.0
22	1045.0	632.0	2057.0	3582.0	0.0	3.0	69.0	195.0	325.0	528.0	-337.0	n/a	8099.0
23	974.0	601.0	1892.0	3341.0	0.0	-65.0	5.0	211.0	371.0	618.0	-84.0	n/a	7864.0
24	1053.0	648.0	1949.0	3419.0	0.0	-33.0	33.0	170.0	341.0	567.0	-3.0	n/a	8144.0
25	1046.0	647.0	1944.0	3423.0	0.0	-50.0	21.0	191.0	363.0	598.0	9.0	n/a	8192.0
26	1003.0	618.0	1912.0	3371.0	0.0	-89.0	-13.0	206.0	362.0	592.0	-78.0	n/a	7884.0
27	1086.0	666.0	1952.0	3439.0	0.0	-90.0	-21.0	253.0	396.0	619.0	-214.0	n/a	8086.0
28	1082.0	657.0	2069.0	3599.0	0.0	-7.0	62.0	184.0	322.0	472.0	-294.0	n/a	8146.0
29	1124.0	682.0	2130.0	3682.0	0.0	1.0	69.0	189.0	319.0	472.0	-360.0	n/a	8308.0
30	1105.0	681.0	1993.0	3503.0	0.0	-43.0	28.0	175.0	350.0	566.0	-114.0	n/a	8244.0
31													
Monthly Total	32,952.00	20,324.00	61,335.00	107,709.00	0.00	-1,228.00	851.00	6,314.00	11,488.00	18,639.00	-3,130.00	0.00	255,254.00

Monthly Report Meter Chamber Flow Totals (NET)

Town of Tecumseh Water System
Report Name: 202012 Date: 2021-01-27
Page: 1 of 1

Date: Dec-20

Day of the Month	MCT01 m3	MCT02 m3	MCT03 m3	MCT04 m3	MCT05 m3	MCT06 m3	MCT07 m3	MCT08 m3	MCT09 m3	MCT10 m3	MCT11 m3	MCT12 m3	System Total m3
1	1084.0	666.0	1965.0	3433.0	0.0	-45.0	24.0	181.0	355.0	571.0	-67.0	n/a	8167.0
2	1121.0	696.0	2036.0	3574.0	0.0	-38.0	29.0	176.0	358.0	581.0	21.0	n/a	8554.0
3	1114.0	686.0	2007.0	3539.0	0.0	-49.0	19.0	185.0	385.0	620.0	-43.0	n/a	8463.0
4	1101.0	673.0	1973.0	3489.0	0.0	-50.0	16.0	175.0	386.0	611.0	-73.0	n/a	8301.0
5	1104.0	664.0	2100.0	3672.0	0.0	-13.0	52.0	201.0	340.0	503.0	-282.0	n/a	8341.0
6	1025.0	615.0	2045.0	3577.0	0.0	8.0	72.0	178.0	325.0	470.0	-295.0	n/a	8020.0
7	1096.0	674.0	1997.0	3503.0	0.0	-44.0	21.0	199.0	385.0	631.0	-85.0	n/a	8377.0
8	1058.0	652.0	1968.0	3482.0	0.0	-51.0	19.0	203.0	387.0	633.0	8.0	n/a	8359.0
9	972.0	598.0	1891.0	3392.0	0.0	-50.0	19.0	177.0	361.0	594.0	-24.0	n/a	7930.0
10	1028.0	631.0	1935.0	3450.0	0.0	-73.0	0.0	198.0	362.0	569.0	-27.0	n/a	8073.0
11	1004.0	619.0	1924.0	3435.0	0.0	-63.0	8.0	121.0	325.0	523.0	45.0	n/a	7941.0
12	948.0	613.0	2083.0	3643.0	0.0	-1.0	56.0	142.0	341.0	487.0	-282.0	n/a	8030.0
13	1041.0	631.0	2061.0	3602.0	0.0	-10.0	56.0	190.0	325.0	451.0	-363.0	n/a	7984.0
14	1095.0	676.0	2004.0	3514.0	0.0	-40.0	27.0	165.0	354.0	556.0	-22.0	n/a	8329.0
15	1061.0	644.0	1959.0	3450.0	0.0	-54.0	17.0	174.0	350.0	559.0	-18.0	n/a	8142.0
16	976.0	597.0	1880.0	3325.0	0.0	-52.0	18.0	161.0	346.0	556.0	37.0	n/a	7844.0
17	1029.0	633.0	1930.0	3473.0	0.0	-48.0	22.0	155.0	336.0	541.0	43.0	n/a	8114.0
18	988.0	604.0	1897.0	3365.0	0.0	-55.0	16.0	173.0	342.0	529.0	-61.0	n/a	7798.0
19	1018.0	612.0	2033.0	3585.0	0.0	-9.0	52.0	174.0	316.0	451.0	-252.0	n/a	7980.0
20	1312.0	803.0	2317.0	3974.0	0.0	28.0	87.0	187.0	315.0	433.0	-302.0	n/a	9154.0
21	946.0	574.0	1877.0	3364.0	0.0	-44.0	26.0	172.0	348.0	549.0	-20.0	n/a	7792.0
22	849.0	516.0	1778.0	3244.0	0.0	-43.0	33.0	164.0	344.0	559.0	28.0	n/a	7472.0
23	735.0	444.0	1686.0	3106.0	0.0	-56.0	12.0	167.0	339.0	538.0	-95.0	n/a	6876.0
24	757.0	446.0	1757.0	3201.0	0.0	-32.0	36.0	153.0	322.0	480.0	-229.0	n/a	6891.0
25	683.0	409.0	1624.0	2945.0	0.0	-19.0	49.0	153.0	300.0	427.0	-351.0	n/a	6220.0
26	711.0	418.0	1682.0	3043.0	0.0	-20.0	48.0	159.0	306.0	441.0	-344.0	n/a	6444.0
27	697.0	415.0	1693.0	3065.0	0.0	-31.0	45.0	169.0	309.0	449.0	-308.0	n/a	6503.0
28	677.0	402.0	1643.0	3010.0	0.0	-20.0	46.0	154.0	321.0	479.0	-246.0	n/a	6466.0
29	662.0	398.0	1618.0	2975.0	0.0	-21.0	46.0	139.0	322.0	500.0	-208.0	n/a	6431.0
30	662.0	392.0	1611.0	2964.0	0.0	-23.0	41.0	148.0	321.0	498.0	-252.0	n/a	6362.0
31	670.0	395.0	1655.0	3046.0	0.0	-29.0	38.0	162.0	324.0	477.0	-342.0	n/a	6396.0
Monthly Total	29,224.00	17,796.00	58,629.00	104,440.00	0.00	-1,047.00	1,050.00	5,255.00	10,550.00	16,266.00	-4,409.00	n/a	237,754.00

The Corporation of the Town of Tecumseh

By-Law Number 2021 -08

Being a by-law to amend By-Law No. 2019-32 being a by-law to appoint a Property Standards Committee for the term of Council 2019-2022

Whereas pursuant to Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23, as amended, the Council of a municipality may pass a by-law to do the following things if an official plan that includes provisions relating to property conditions is in effect in the municipality:

1. Prescribing standards for the maintenance and occupancy of property within the municipality or within any defined area or areas and for prohibiting the occupancy or use of such property that does not conform with the standards.
2. Requiring property that does not conform with the standards to be repaired and maintained to conform with the standards or the site to be cleared of all buildings, structures, debris or refuse and left in graded and levelled condition.

And Whereas the Official Plan for The Corporation of the Town of Tecumseh includes provisions relating to property conditions;

And Whereas the Council of The Corporation of the Town of Tecumseh enacted By-Law No. 2002-37 being a by-law prescribing the standards for the maintenance and occupancy of property within the municipality;

And Whereas pursuant to Section 15.6(1) of the *Building Code Act*, S.O. 1992, c.23, as amended, a by-law passed under section 15.1 shall provide for the establishment of a committee composed of such persons, not fewer than three, as the Council considers advisable to hold office for such term and on such conditions as the by-law may establish;

And Whereas Council appointed members to the Property Standards Committee in accordance with By-law No. 2019-08 dated the 22nd day of January 2019;

And Whereas By-law No. 2019-08 was amended by By-Law No. 2019-32 dated the 9th day of April 2019;

And Whereas Council is desirous of amending the appointments to the Property Standards Committee;

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

1. **That** paragraph 1 of By-Law 2019-32 be repealed and replaced with the following

“That the following members of the Committee of Adjustment, as appointed under separate by-law by the Council of The Corporation of the Town of Tecumseh (Town), are hereby also appointed as members of the Property Standards Committee for the Town:

Paul Jobin

Tom Marentette

Tony Muscedere”

2. **That** this By-law shall come into force and take effect upon third and final reading.
3. **That** By-law No. 2019-32 is hereby repealed.

Read a first, second, third time and finally passed this 9th day of February, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk

UNFINISHED REGULAR COUNCIL BUSINESS

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
18/18	April 24, 2018		Cada Library Renovations	It is directed that Administration provide a report on the Cada Library to include consultations with TAAC, SAC, YAC, CAC, and other stakeholders on the current options proposed to refresh or renovate the current library building.	PRS/CAO	Funding was approved in the 2020-2024 Buildings 5-year Capital Works Plan (RCM-397/19) to contract the services of an architect to work with the Town's and Essex County Library's administrations to hold public input sessions and complete concept designs to modernize the facility for Town and County Councils approvals.
19/18	May 22, 2018		Property Standards By-law (Zoning)	It is directed that Administration harmonize the by-law regarding disconnected tractor-trailers on residential properties to be consistent within the Town.	PBS	In progress
01/20	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.
02/20	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	In progress
03/20	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	In progress

	Meeting Date	Resolution	Subject	Action/Direction	Depart.	Status/Action Taken
04/20	November 10, 2020	RCM 341/20	By-law to Prohibit and Regulate Public Nuisances Related to Odours and Lighting from Cannabis Cultivation	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 opportunities to consider the matter with the other municipalities in Essex County to try to seek a common regional regulatory approach.	PBS	In progress
06/20	November 24, 2020		Broadband in Rural Areas	Administration provide a report on the Rural Broadband issues and investigate the creation of a task force.	ICS	In progress
01/21	January 26, 2021	RCM 28/21	Rodent Control Subsidy Program	Administration to review the Rodent Control subsidies in several Ontario municipalities including Niagara Falls, St. Catharines, and Welland, and the regional municipality of Peel, as well as the cancellation of subsidies in Sault Ste. Marie and Toronto. And to report back on outcomes and deliverables reported from operating these subsidy programs to the Policies and Priorities Committee in a timeframe that allows for prospective consideration as part of the 2022 Budget.	CAO/FS	In time for 2022 Budget deliberations

The Corporation of the Town of Tecumseh

By-Law Number 2021 - 09

Being a by-law to confirm the proceedings of the February 9, 2021 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 February 9, 2021, 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 February 9, 2021, 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 9th day of February, 2021.

Gary McNamara, Mayor

Laura Moy, Clerk